



SMOKY MTN. PARK

CALLOWAY & WEAVER TRACT

196.71 ACRES

(92)

SCALE 1"=20 CHAINS

- Improvements
- cleared land
- Cut on hiker trail

SURVEYED 1927
BY W. N. SLOAN

Statement
of

Mr. Hebray
who lives on this place

Timber bought by Weaver and Smith about 5 years ago.
1500 cords of oildwood & pulpwood removed since.
Upwards of 1000 cords of oildwood remaining
on lot. (This are question)

2 men with team can hardly average
one cord per day, cutting, splitting, loading,
and hauling to Ranuncford siding - 4 miles.
With wood at \$6.00 pr cord and stumpage at
\$1.00 pr cord, this would leave only \$5.00 pr cord
for team & 2 men - wages at \$1.50 pr day for
a man would net him more money.

Land as steep as this if cleared lasts about 2 years
before it begins to erode, & go back to pasture &
forest.

Slopes very steep - Road very poor - gullied.
Timber closely cut & shows evidence of former fire.
Have no good whatever to value.
Upwards of 40 acres once cleared but not over
20 acres worth cultivating at present time.

Valuation - tentative.

20 acres cleared land	@ 15 =	300
20 " abandoned farm	@ 10 =	200
157 " forest land	@ 3.00 =	471
(500 cords wood?)	@ .50 =	250
197 acres		1221.00
	(6.20 pr acre)	

Analysis of Title

Tract No. 92

Calloway and Weaver.

This tract is covered by the following Grants:

Grant No. 122	to W. P. Hyde
" " 1152	" "
" " 587	Love, Battle and Welch
" " 969	E. B. Olmstead

The present claimants derived their record title under Grants 122 and 1152 to W. P. Hyde. So far as shown by the record there is no connection with the title either under Grant 969 or 587 both of which are senior to Grants 122 and 1152. It will be necessary to rely for title as against these grants under adverse possession, which will hereinafter be more fully referred to.

1. Grant No. 122 dated on the 18th day of October, 1880, was issued to W. P. Hyde. This grant as shown by the map covers the southeastern portion of Tract No. 92, a small quadrangular lying adjoining and north of the Mingus Grant No. 822 now owned by F. F. and Ed Floyd. This grant is registered in Swain County. Page 281 of Abstract.

2. Grant No. 1152 was issued to W. P. Hyde on the 14th day of June, 1877, and covers the southern portion of Tract No. 92. It also laps upon Grant 122 at its northeast corner, both of these grants covering the extreme southeastern portion of Tract 92. T. 282.

3. W. P. Hyde and wife, S. E. Hyde, by deed dated January 20, 1890, conveyed to J. E. Rabb and wife, Mary Rabb a tract of 100 acres covering a portion of Tract No. 92. This deed is registered in Swain County. Page 283 of Abstract.

4. J. E. Rabb and wife, Mary Rabb, by deed dated March 30, 1892 conveyed to C. T. Sisk a tract of land containing forty acres and being a portion of the 100 acre tract above mentioned. This tract covers a portion of the eastern part of Tract No. 92, lying North of the line of Grant 1152 and East of the ridge. This deed is registered in Swain County. Page 284 of Abstract.

5. We then have a deed from C. T. Sisk to N. E. Knight and wife, Addie Knight, dated December 11, 1895 for the same tract of land mentioned in the last named deed. This deed is registered in Swain County. Page 285 of Abstract.

6. The next conveyance is a deed from W. P. Hyde and wife, S. E. Hyde to N. E. Knight and wife, Addie Knight, dated October 31, 1895. This deed also calls for a boundary containing forty acres and covers the Northeastern portion of Tract No. 92, adjoining the forty acre tract in the above named deed from Sisk to N. E. Knight and wife and including an area lying along the northern boundary line of Grant 822. This deed is recorded in Swain County. Page 286 of Abstract.

7. N. E. Knight and wife Addie Knight, then conveyed to J. D. or I. D. Parris a tract containing eighty acres and embracing the two forty acre tracts last above mentioned. This deed is registered in Swain County. Page 287 of Abstract.

8. J. D. Parris and wife, Sallie Parris, then conveyed to Hasting Springer by deed dated February 24, 1910, the same eighty acre tract mentioned in the last foregoing deed. This deed is recorded in Swain County. Page 288 of Abstract.

9. On February 7, 1916, Hasting Springer and wife, Alothia Springer, conveyed this eighty acre tract by the same description to David E. Keener. This deed is recorded in Swain County. Page 289 of Abstract.

10. The title of David E. Keener for this tract will be set out in deed hereinafter referred to to Calloway and Weaver. Prior to execution of that deed, however, he acquired other portions of Tract No. 92.

11. We find a deed from W. P. Hyde and wife, Parcie Hyde, dated July 7, 1913, for a tract of land described as containing 153 acres. This tract covers the southeastern portion of Tract No. 92 and particularly that portion embraced within grant 1152. This deed is registered in Swain County. Page 290 of Abstract. This deed is to L. C. Parris.

12. There also appears of record a deed from J. E. Rabb and wife, M. A. Rabb to N. O. Rabb, dated December 8, 1898, for a tract of 100 acres. This deed covers a portion of Tract No. 92 lying immediately south of the southern line of Grant 822 and North of the line of Grant No. 1152 and appears to be a portion of the lands conveyed to said J. E. Rabb by W. P. Hyde and wife S. E. Hyde, dated January 20, 1890 and heretofore referred to in the analysis as set out in the Abstract. This deed also refers to the land described as being a part of Grant 1152 and it probably extends south of the northern line of that grant. It is registered in Swain County. Page 291 of Abstract.

13. N. O. Rabb, then conveyed to Pink Adams by deed dated July 20, 1901, a tract of sixty-six acres described as being a part of Grant 1152 and being all of a portion of the 100 acre tract last above referred to. This deed is recorded in Swain County. Page 292 of Abstract.

14. Pink Adams and wife, Lola, then conveyed by deed dated July 10, 1905, to Lucious Parris, the same sixty-six acre tract of land in the deed last above mentioned. This tract is also described as being part of 1152. It is recorded in Swain County. Page 293 of Abstract.

15. L. C. Parris and wife Bertha Parris, conveyed the same sixty-six acre tract of land to David E. Keener by deed dated February 7, 1916. This deed is recorded in Swain County. Page 295 of Abstract.

16. On the same date, to-wit: February 7, 1916, L. C. Parris and wife, Bertha Parris, also conveyed to David E. Keener a tract of land described as containing 133 acres and being the same land conveyed to him in deed from W. P. Hyde and wife, dated July 7, 1913 and hereinbefore referred to. This deed is recorded in Swain County. Page 296 of Abstract.

17. The description in some of the foregoing deeds present difficulties but apparently they cover all of Tract No. 92 except a small triangle at the extreme northeastern corner and also an area lying north of the ridge and south of the line of Grant 1152 in the extreme northeastern corner of said grant. In order to cover these omitted areas, apparently the following deed was secured.

18. W. P. Hyde and wife, L. P. Hyde, by deed dated January 25, 1917, conveyed to D. E. Keener a tract of land referred to as containing fifty acres more or less and including the following language: "the said Hyde conveys all the unsold land inside the said boundary that he owns at this time to the said D. E. Keener". The description in the said deed includes all of Tract No. 92 and what contains within its boundaries more than fifty acres. It is, therefore, evident that this deed was made for the purpose of covering the two areas hereinabove referred to as not having been covered by their deeds through which Keener claimed. This deed is recorded in Swain County. Page 297 of Abstract.

19. David E. Keener then conveyed to A. W. Calloway and A. H. Weaver by deed dated February 21, 1923 four several tracts of land described by notes and bounds and referring to the four several deeds hereinabove referred to and set out in the abstract to David E. Keener. This deed is registered in Swain County. Page 298 of Abstract.

20. A. W. Calloway and wife, Charlotte Calloway and A. H. Weaver and wife, Beulah Dills Weaver, entered into a contract with R. L. Smith and S. E. Smith dated April 23, 1923, to sell and convey the lands described in the last mentioned deed upon terms and conditions therein set out. This agreement is registered in Swain County. Page 300 of Abstract.

21. A. W. Calloway died leaving a last will and testament and appointing his wife, Charlotte Lytle Calloway as executrix. This will is recorded in Swain County. Page 302 of Abstract.

22. Charlotte Lytle Calloway, Executrix under the last will and testament of Arthur William Calloway, and Charlotte Lytle Calloway, individually and A. H. Weaver and wife, Beulah Bills Weaver pursuant to the terms of the contract hereinbefore mentioned executed the deed to R. L. Smith and wife, S. E. Smith, dated January 12, 1924, describing the same four tracts of land mentioned in a deed from David E. Keener to Calloway and Weaver hereinbefore referred to. This deed is recorded in Swain County. Page 304.

23. Following this deed R. L. Smith and wife by deed dated December 3, 1926, conveyed to Guy Weaver said four tracts of land described as in the deed last above mentioned. This deed is recorded in Swain County. Page 305 of Abstract.

G R A N T N O. 9 6 9.

24. As stated in the beginning of this analysis, tract 92 is partly covered by Grant No. 969 issued to E. B. Olmstead on November 10, 1867. The title to 969 is identical with Grant 967 from the grant down to and including conveyances and wills which vested the title thereto in J. H. McAden in trust for the widow and heirs at law of R. Y. McAden. This grant and conveyances effecting the title are set out in full in the Abstract of Tract 159 and will be found on pages _____ to _____ and will not be repeated here.

25. While the two forty acre tracts embracing the western part of Tract 92 was vested in J. D. Parris as shown by this abstract and while the sixty-six acre tract lying south of and adjoining Grant 822 was vested in Pink Adams, ~~and~~ Henry M. McAden, et al, heirs at law of R. Y. McAden instituted an action in the Superior Court of Swain County for the purpose of establishing their title to all the lands embraced within Grant 969 to which they had succeeded in title. In this action a compromise was effected between the said Henry M. McAden, et al, and said J. D. Parris and Pink Adams, through and by which it was determined in said action that title to said three tracts of land should become vested in the said J. D. Parris and the said Pink Adams, the said Parris holding the two forty acre tracts and Pink Adams the sixty-six acre tract. This decree is recorded in Minute Docket Book 6, page 545 of the records in the Office of the Clerk of the Superior Court of Swain County and is fully set out in this Abstract at page 307.

26. We also call attention to an affidavit made by Henry M. McAden which was filed in said action setting out the history of this litigation and what was done in connection therewith. This affidavit is copied in full and appears in this abstract on page 319.

27. The title of said J. D. Parris and said Pink Adams to said tracts of land following the entry of the judgment hereinbefore also is fully set out and referred to in the foregoing deeds from them down to and including the present claimant, Guy Weaver.

G R A N T N O . 5 8 7 .

28. Grant 587 was issued to Love, Battle and Welch on December 8, 1859, for a large tract of land which apparently covers entirely the lands included within the boundary lines of Tract 92. The present claimants do not connect their title in any way whatsoever with this grant and the lands embraced within Grant 587 are now owned by the Champion Fibre Company, but an examination of their maps discloses that they do not claim the lands under investigation.

29. We also call attention to the affidavit of L. D. Parris, dated July 1, 1929, which shows that there has been long and continuous occupation of the lands embraced within Tract 92. There has been two separate possessions on which the persons claiming under the several deeds hereinbefore mentioned have had actual occupation for more than thirty years. One of these possessions is on the western portion of Tract 92 and covers both of the forty acre tracts originally making up that portion of Tract 92. The other possession lies on that portion of No. 92 south of the southern line of Grant 822 and covering portions of Grants 1152 and 122, both issued to W. P. Hyde under whom title is derived. Both of these possessions are entirely within Grant 587 and in our opinion are sufficient to establish title as against claimants under that grant but as above stated the present owners have so far not asserted any claims to said lands for many years. This affidavit of L. D. Parris is set out in the Abstract at page 326.

WEAVER & PATLA

ATTORNEYS AND COUNSELLORS AT LAW

212-213-214-215 JACKSON BUILDING

ASHEVILLE, NORTH CAROLINA

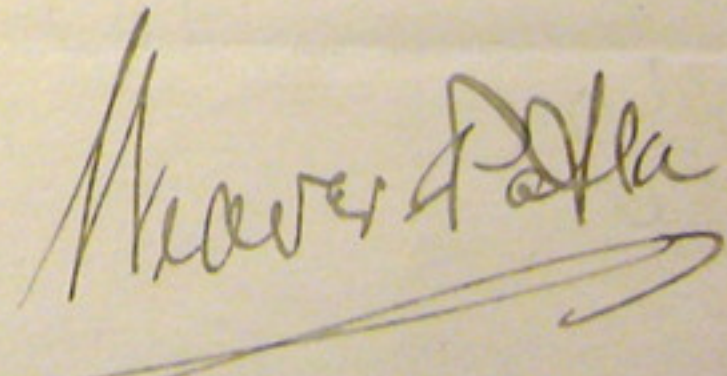
May 11th, 1927.

Great Smoky Mountains National Park,
701 New Medical Building,
Asheville, N. C.

Gentlemen:

Replying to yours of the 2nd inst., beg to say that our Mr. Weaver is interested in a boundary of some five hundred acres of land, which we understand is within the Park area, and we therefore desire to have our subscription paid in that manner and by so doing we will in all probability increase our subscription to some extent. At any rate, we wish to leave the matter as it is until we have definitely ascertained with reference to this tract of land.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Weaver & Patla", with a long, sweeping flourish underneath.

P. O. Box 1232,
Asheville, N.C.

A-Purchase
Calloway & Weaver
No. 92.

April 29, 1929.

Mr. Guy Weaver and
Mr. E. E. Reed,
Asheville, N. C.

Gentlemen: Re: Tract No. 92, Smoky Mountains National Park.

It is understood the North Carolina Park Commission will pay you the sum of \$7.00 per acre for each and every acre in the abovementioned tract to which you can show title satisfactory to our attorney.

If the said Tract No. 92 should include other lands, the North Carolina Park Commission will also pay you \$7.00 the acre for such lands as you may show title to outside of the platted tract No. 92.

Yours very truly,

Verne Rhoades,
Executive Secretary.

WEAVER & PATLA

ATTORNEYS AND COUNSELLORS AT LAW
212-213-214-215 JACKSON BUILDING
ASHEVILLE, NORTH CAROLINA

April 30th, 1929.

Hon. Zebulon Weaver,
Smoky Mountain Park Commission,
Bryson City, N. C.

Dear Cousin Zeb:

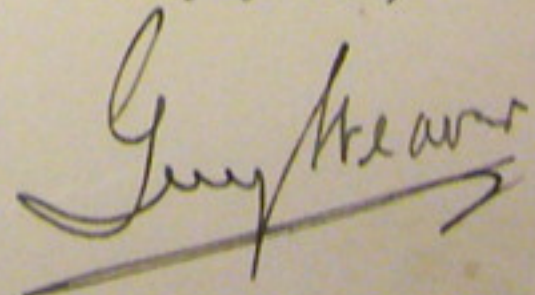
I left at the office of the Commission in the City Hall, this morning, the deed to the R. L. Smith, or Calloway-Weaver tract of land on Mingas Creek, Swain County, which is designated, as I understand, by the Park Commission as Tract 92. As you know, we are conveying this and the settlement is to be made after the acreage is determined. We are hoping that we may gain some acreage on the Ed Floyd tract, designated on the Park records as Tract 88-A.

This tract is going into the Park at considerably less than one-half of what it cost us, considering the loss in acreage, and as Reed and I are carrying a note at the Bank and paying interest on it, I will appreciate it as a personal favor if you will get this tract abstracted at an early date.

I never made any examination of the title to this land, and I think none was made for Ott and Calloway at the time they purchased. I really intended seeing you before you left for Bryson City today, but I was at the office a little too early, and did not have a chance to go back before you left. I have quite a bunch of old papers relating to this land which might be of some assistance, but I believe that I abstracted them and turned them over to the Park Commission, and I assume that they have passed them on to you. If not advise me and I will get them to you at once.

Thanking you, I am,

Sincerely yours,



NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No . 92.

IT IS HEREBY CERTIFIED: That the title to the within described land as disclosed in the attached abstract which contains a full, complete and correct abstract of all instruments and court proceedings of record affecting the same from including the beginning entry there of has been carefully examined and noted, and that the following named

Calloway and Weaver.

seized in fee simple of a good and valid title to the same, subject only to any lien, charge or encumbrance in this abstract and listed hereon.

ENCUMBRANCES

1. Subject to taxes. Apparently these lands were sold for taxes on June 29, 1928 for the taxes of 1927, amounting to \$60.84. They were listed under the name of Reed, Weaver & Company.

2. The record title is not entirely clear as to the lands embraced within Tract 92 but from a careful investigation my trouble in so far as the record title is concerned would be cured by long continuous adverse possession as shown by the affidavit of L. D. Parris, set out in the abstract and I am of the opinion that title to the land covered by Tract 92 as set out on the map is satisfactory.

3. A portion of Tract 92 became vested at one time in L. D. Parris under a deed conveying forty acres lying in the northeastern corner of No. 92. Parris went into possession at this time and possession has been maintained since for a period of about thirty-five years. A part of this forty acre tract which was subsequently conveyed to Calloway and Weaver lies outside of the present limits of tract No. 92 and is embraced in the L. D. Parris title. It is shown on the map now as a part of the Floyd tract. This portion contains twenty-eight acres and the title to this is the same as the other portions of No. 92 embraced within the L. D. Parris title. I am of the opinion that this twenty-eight acres would be good in Calloway and Weaver. However, I have not yet examined the Floyd title fully and it would be better in my opinion to hold this open as a separate tract until a further opinion is rendered.

OK from

OK

P. O. Box 1232,
Asheville, N.C.

August 10, 1929.

Mr. Guy Weaver,
Jackson Bldg.,
Asheville, N. C.

Dear Mr. Weaver:

In your letter of March 24, 1928, you stated that you expected to pay your subscription to the Park out of the funds you received in payment of your land within the Park area.

Our Treasurer has requested that we make out this check for an amount less your subscription to the Park.

Trusting that this will be satisfactory,
we are

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S
Encl.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

REPORT ON THE CALLOWAY AND WEAVER TRACT - NO. 92.

LOCATION:

This tract is located at the head of one of the tributaries of Mingus Creek, and lies on the slope of a ridge coming down from Newton Bald. It is about four miles from the Appalachian Railroad at Ravensford.

DESCRIPTION:

This is principally a timber tract, although there is standing on it an old log house in poor condition. Some 40 acres of the land have been cleared in past years - 20 of which are now in cultivation and 20 reverting to young forest growth. The tract is made accessible by a wagon road up Mingus Creek. It has been pretty closely cut over for the valuable saw timber and partially cut over for acid wood and pulp wood. There still remains on the tract about 500 cords of chestnut wood. The forest has not suffered greatly from fire.

VALUATION:

There are, according to our survey, 196.71 acres in the tract, subdivided and valued as follows:

20	acres cleared land @ \$15.00.....	\$ 300.00
20	" abandoned fields @ 10.00.....	200.00
156.71	" Woodland @ \$4.00.....	626.84
500	cords acidwood @ 50¢.....	250.00
1	log house -- poor condition.....	100.00
	Total	<u>\$1476.84</u>

RECOMMENDATION: The appraisers feel that \$7.00 an acre ^{the Option price} is a fair and reasonable price, and recommend its purchase at that amount.

APPROVED BY THE EXECUTIVE COMMITTEE
NORTH CAROLINA PARK COMMISSION:

APPRAISERS.

Purchased 8/10/29.

WEAVER & PATLA

ATTORNEYS AND COUNSELLORS AT LAW

212-213-214-215 JACKSON BUILDING

ASHEVILLE, NORTH CAROLINA

August 12th, 1929.

Mr. Verne Rhoades, Executive Secretary
North Carolina Park Commission,
Asheville, N. C.

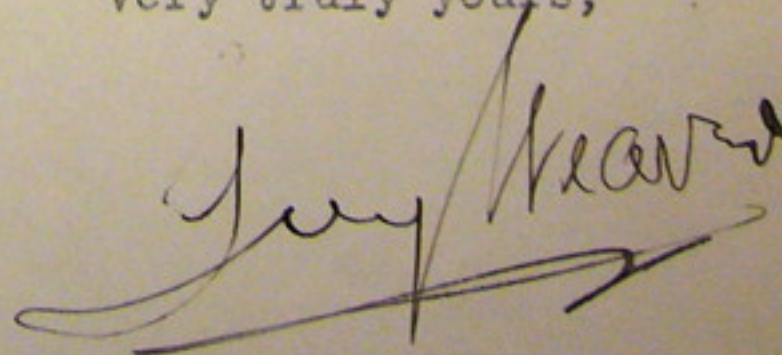
Dear Mr. Rhoades:

Wish to acknowledge receipt of yours of the 10th inst enclosing voucher Number 23 C, payable to E. E. Reed and Guy Weaver, for \$926.97, being the balance purchase price for tract No. 92, to the Park, less \$450.00 deducted for subscription of the firm of Weaver & Patla to the Park funds.

The treasurer is correct in his statement that the writer had heretofore expressed his intention of paying this subscription out of the funds received from the tract of land conveyed to the Park, but that was at a time when it was expected that there would be received not less than \$3000.00 for this tract of land. It now turns out that the total amount is \$1376.97, which lacks some five or six hundred dollars of paying off the indebtedness on the land, owing to the Haywood Street Branch of the Central Bank & Trust Company. While the obligation to the Park is an obligation of Weaver & Patla, at the same time the writer expected to pay this in full out of his portion of the proceeds of this land. It could not be done in this instance, however, because there is no surplus above what it takes to clear the land. In fact, as above stated, it lacks some five hundred dollars, and as Mr. E. E. Reed is interested I could not of course have his portion applied to the payment of this obligation. Mr. Reed states that he also owes the Park Commission a subscription, but that he cannot apply any of this item to that purpose, in view of the fact that we have to clear off this obligation on the land.

I am therefore returning herewith the voucher.

Very truly yours,



WEAVER & PATLA
ATTORNEYS AND COUNSELLORS AT LAW
212-213-214-215 JACKSON BUILDING
ASHEVILLE, NORTH CAROLINA

September 5th, 1929.

Mr. Verne Rhoades, Executive Secretary
Smoky Mountain Park Commission,
Asheville, N. C.

Dear Mr. Rhoades:

In Re: Tract No. 92-Reed-Weaver.

With further reference to the above matter and my return of check which was sent us in settlement for this tract conveyed to the Park, after deduction of subscription of \$450.00 made by Weaver & Patla, beg to give you and the commission a little further of the details of this transaction, so that you may be in better position to appreciate the reason for the return of the check and request that this subscription remain upon the books of the Park Commission to be paid in the ordinary course:

1. Some time during the year 1923, Dr. A. W. Calloway, then of Asheville, and A. H. Weaver, of Dillsboro, acquired title to the tract in question. They shortly thereafter sold the same, under contract, to R. L. Smith for \$6000.00, Smith having the right under the contract to remove timber and pay out of the proceeds thereof on account of the land. Calloway and Weaver at the time of the purchase of the land, borrowed from the Central Bank & Trust Company, Haywood Street Branch (then the Citizens Bank) a sum of about \$2300.00, in payment for this land, agreeing with the Bank to pay the note out of the proceeds thereof as they received the same.

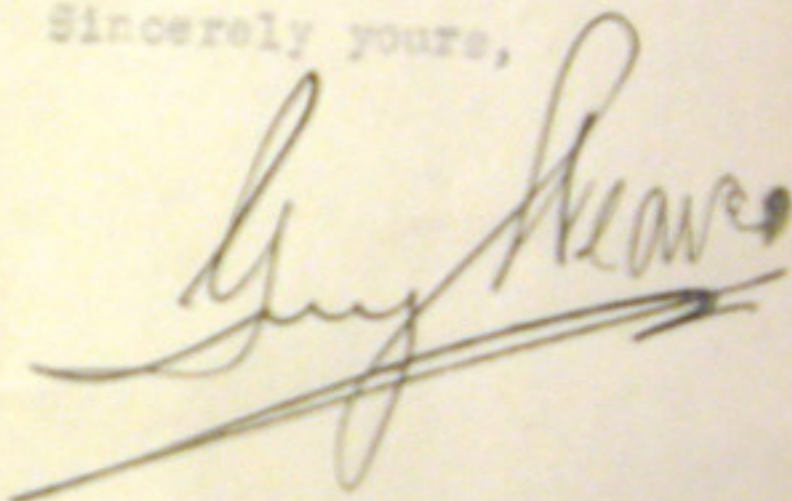
2. Early in 1924, after the tragic death of Dr. Calloway, Dr. Reed and the writer, in order to relieve Mrs. Calloway, who wished to return to her home in Ohio, took over the interest of Dr. Calloway in the R. L. Smith notes, and agreed to assume his obligation to the Bank, which was at that time something over \$1900.00. Smith very soon thereafter ceased to make further payments and left the State, going to the State of Georgia. Thereafter, in order to get title in shape so that the same could be transferred, the writer caused the administratrix of Dr. Calloway's estate and A. H. Weaver to make conveyance to Smith under the contract, having Smith at the same time make deed to the writer, who held title in trust for himself, Reed and A. H. Weaver.

3. It was always thought by the parties interested that there was over three hundred acres of this land, and it was never contemplated that they would realize less than \$3500.00 to \$4000.00 for the property, and hence the writer expected that after the payment and satisfaction of the obligation to the Bank against this land, that there would be a sufficient

amount going to him, out of which he expected to pay the subscription of Weaver & Patla to the Park fund, and so advised the treasurer. After the shrinkage in the acreage, and the price per acre being cut to such low figure, the amount to be received was of course less than the amount still owing to the Bank, which was \$1700.00, and hence if the deduction be made by the Park Commission, it would result in taking of moneys that first belong to the Bank, and second to E. E. Reed and A. H. Weaver, in settlement of an obligation owing by Weaver & Patla.

With apology for having to go into such detail, and trusting that this matter can be adjusted, I am,

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Guy Weaver". The signature is fluid and cursive, with a long horizontal stroke extending from the bottom of the name.

P. O. Box 1232,
Asheville, N.C.

September 18, 1929.

Mr. Guy Weaver,
c/o Weaver & Patla,
Asheville, N. C.

Dear Mr. Weaver:

Replying to your letter of September 5th.

I showed your letter to Mr. P. D. Ebbs, the Treasurer of the North Carolina Park Commission during our meeting at Gatlinburg, Tenn., on September 14th. I think he will make a decision about this matter very shortly.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S

P. O. Box 1232,
Asheville, N. C.

November 23, 1929.

Judge Guy Weaver,
Asheville, N. C.

Dear Mr. Weaver:

Upon further investigation of the
Reed and Weaver tract of land and its purchase price,
and in view of the circumstances you refer to in
your letter, I am enclosing check for the full amount
of the purchase price of this land.

While it is not clear to me that my
former position was not right, I am always willing to
try and look at a proposition in the light that it
seems it should be looked on, and that prompted my
course in this matter.

Yours very truly,

Treasurer.

PDE:S
Enclosure.

GUY WEAVER
ATTORNEY AND COUNSELLOR AT LAW
SUITE 15, JACKSON BUILDING
ASHEVILLE, NORTH CAROLINA

November 26th, 1929.

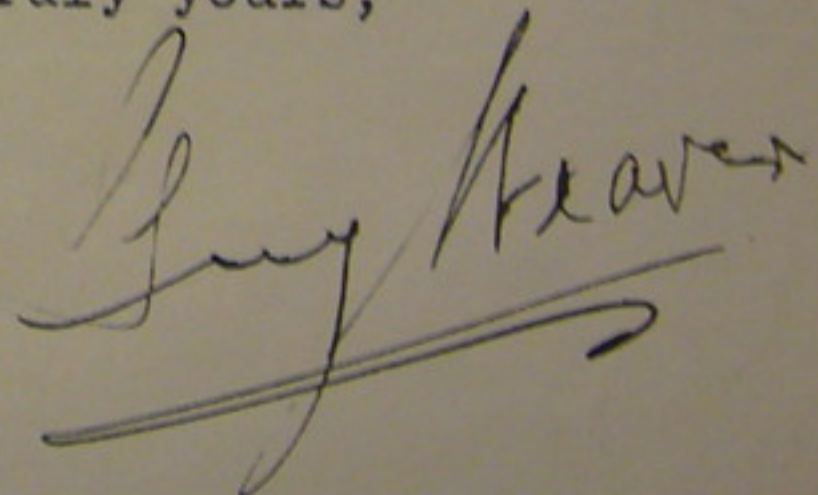
Hon. Plato D. Ebbs, Treasurer
N. C. Park Commission,
Asheville, N. C.

Dear Sir:

I thank you very much for yours of
the 23rd inst enclosing check covering
the purchase price of the land conveyed
to the Park Commission.

I believe that this was the correct
settlement of the matter. I would not
have asked for anything that I felt was a
special favor, and I thank you very much
for your letter enclosing check.

Very truly yours,

A handwritten signature in cursive script, reading "Guy Weaver". The signature is written in dark ink and is positioned below the typed name "Guy Weaver".

Bryson City,
North Carolina,
January 8, 1930.

Judge Guy Weaver,

Ashville, N. C.

Dear Guy:

I have your letter in regard to tract No. 92. The Calloway and Weaver tract is held partly under a deed from W. P. Hyde and wife to N. E. Knight and wife, Addie Knight, dated October 13, 1895, recorded in Book 22, page 185 of the Records of Deeds of Swain County. This tract containing about forty acres laps over on the lands claimed by Ed Floyd under what we call tract 88-a. N. E. Knight conveyed to J. D. Parris and we have on record an affidavit showing that they entered into possession of this tract about 1895 and held it adversely for a sufficient length of time to have matured title. Your claim would therefore, be based upon the Knight deed and subsequent conveyances as color of title with adverse possession for more than seven years. The extent of the lappage on the Floyd tract is about twenty-eight acres and you could set up your claim by alleging ownership of the lands covered by the deed from W. P. Hyde to N. E. Knight above mentioned, and subsequent adverse possession under color.

It is difficult to explain this unless you could look at the maps but I think this will give you sufficient information to file claim if you wish.

Most sincerely yours,

GUY WEAVER
ATTORNEY AND COUNSELLOR AT LAW
SUITE 15, JACKSON BUILDING
ASHEVILLE, NORTH CAROLINA

January 6th, 1930.

Hon. Zebulon Weaver,
Bryson City, N. C.

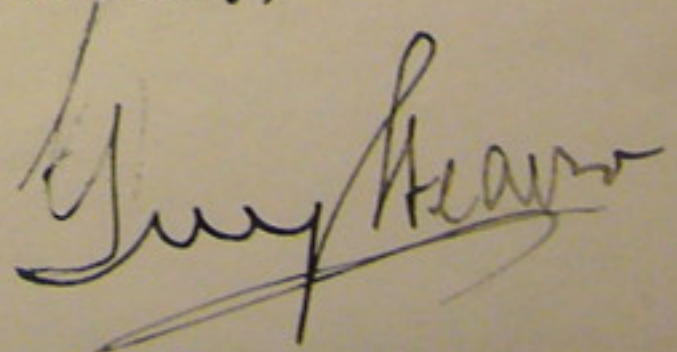
Dear Cousin Zeb:

In Re; Tract 92-Calloway-Weaver Lands.

I have been informed, but not officially, that we are entitled to some further settlement with the Park Commission for lands conveyed last April. This, as I understand, is covered in the Floyd Condemnation award, and we shall have to file the proper notice and make our claim before the funds are paid out, and if it is not asking too much of you, will appreciate it if you will let me have your findings in the matter. If for any reason you cannot do this in your official capacity as representing the Park Commission, I shall accept the information as coming from you personally.

Thanking you, I am,

Sincerely,

A handwritten signature in dark ink, appearing to read "Guy Weaver", with a long horizontal flourish extending to the right.

(Colony - Warm Track - Kinner lands)

RECEIPT FOR 1925 TAXES

OCONA LUFTY TOWNSHIP, SWAIN COUNTY, N. C.

No. **304**

July 9, 1925

RECEIVED of Reed Weaver Lbr Co
taxes for the year 1925, as follows:

County, School and Road Taxes - - \$ 43.63

Poll - - - - -

Special School Tax - - - - -

Dog Tax - - - - -

Valuation for Tax - - \$

Total - - \$ 43.63

Less Recess % 14.54

cost Add % 29.09

Sub Total - - \$ 38.17

SEE OTHER SIDE FOR RATES.

W. H. Hester Sheriff.

Curry Per at, D. S.

Rates for Taxation per \$100.00 of Valuation Year 1925

COUNTY TAXES

[illegible]

ROADS

[illegible]

Calloway-Weaver-Keener lands

RECEIPT FOR 1926 TAXES
OCONA LUFTY TOWNSHIP, SWAIN COUNTY, N. C.

No. **282**

RECEIVED of Reed Weaver Lbr Co, 1927
taxes for the year 1926, as follows:

County, School and Road Taxes - - \$ 46.18

Poll - - - - -

Special School Tax - - - - -

Dog Tax - - - - -

Valuation for Tax - - - \$ 2200

Total - - - \$ 46.18

Less Release % 15.39

Add cust add % 31.39

Total - - - \$ 8.40

SEE OTHER SIDE FOR RATES.

40.49, Sheriff.

W. G. Hall
Per Edw. G. Hall

D. S.

Rates for Taxation per \$100 of Valuation Year 1926

COUNTY TAXES

General County	-	-	-	-	-	-	-	\$.15
For the Poor	-	-	-	-	-	-	-	.05
Schools	-	-	-	-	-	-	-	.55

ROADS

County Road Bonds	-	-	-	-	-	-	-	\$.24
Swain Road District Bonds	-	-	-	-	-	-	-	.28
Maintenance S. R. D.	-	-	-	-	-	-	-	.10
Special County Fund	-	-	-	-	-	-	-	.08
Poll Tax	-	-	-	-	-	-	-	2.00
Dog Tax, Males	-	-	-	-	-	-	-	1.00
Dog Tax, Females	-	-	-	-	-	-	-	2.00

RECEIPT FOR 1927 TAXES

OCONA LUFTY TOWNSHIP, SWAIN COUNTY, N. C.

351

....., 1925

RECEIVED of *Bill & Weaver*
taxes for the year 1927, as follows:

County, School and Road Taxes - - \$ *60.84*

Poll - - - - -

Special School Tax - - - - -

Dog Tax - - - - -

Valuation for Tax - - \$ *Less 20.28*

Total - - \$ *60.84*

Less.....% *20.28*

Add.....% *40.56*

Total - - \$ *5.02*

SEE OTHER SIDE FOR RATES.

Myself
County Per *at*

47.33, Sheriff.

D. S.

Rates for Taxation per \$100 of Valuation Year 1927

COUNTY TAXES

General County	-	-	-	-	-	-	-	\$.15
For the Poor	-	-	-	-	-	-	-	.05
Schools	-	-	-	-	-	-	-	.65
Board of Health	-	-	-	-	-	-	-	.05

ROADS

[illegible]

1927

RECEIPT FOR 1928 TAXES

OCONA LUFTY TOWNSHIP, SWAIN COUNTY, N. C.

293

No. _____, 1929

W. G. 2
Reed & Weaver

RECEIVED of _____
taxes for the year 1928, as follows:
County, School and Road Taxes

\$ *60.84*

Poll

Special School Tax

Dog Tax

Valuation for Tax \$

Cast

Total . . . \$ *60.84*

Less . . . % *170*

Add . . . %

Total . . . \$ *62.54*

W. G. 2
Reed & Weaver
Sheriff.

SEE OTHER SIDE FOR RATES.

Per _____, D. S.

Rates for Taxation per \$100 of Valuation Year 1928

COUNTY TAXES

General County	-	-	-	-	-	-	-	\$.15
For the Poor	-	-	-	-	-	-	-	.05
Schools	-	-	-	-	-	-	-	.65
Board of Health	-	-	-	-	-	-	-	.05

ROADS

County Road Bonds	-	-	-	-	-	-	-	\$.23
Swain Road District Bonds	-	-	-	-	-	-	-	.33
Maintenance S. R. D.	-	-	-	-	-	-	-	.15
Special County Fund	-	-	-	-	-	-	-	.08
Poll Tax	-	-	-	-	-	-	-	2.00
Dog Tax, Males	-	-	-	-	-	-	-	1.00
Dog Tax, Females	-	-	-	-	-	-	-	2.00