

Analysis of Title

Tract 100.

Tract No. 100, belonging to J. E. Coburn, is covered by Grants Nos. 7766, 7605, 80, 1012, 18039 and 7619. These grants will be discussed separately.

Grant No. 7605

1. On March 25, 1886, W. P. Hyde obtained a grant from the State of North Carolina for 300 acres of land which covers the larger portion of Tract No. 100, except a small parcel on the east thereof and a parcel lying to the south of said grant. This Grant is registered in Swain County. Page 782 of Abstract.

2. On November 3, 1886, W. P. Hyde and wife, S. E. Hyde, conveyed said 300 acres tract of land to Clarke Whittier by deed duly executed and recorded in Swain County. This deed also covers nine other tracts of land. Page 783 of Abstract.

3. On March 16, 1895, E. Everett, as Administrator of Clarke Whittier, C.T.A., conveyed to R. P. Hyde two tracts of land; the first containing 71 $\frac{1}{2}$ acres, being a portion of Grant No. 7766 hereafter referred to, the other containing 125 $\frac{1}{2}$ acres and being a portion of Grant No. 7605. This 125 acre tract covers the eastern portion of Tract No. 100. This deed is duly executed and recorded in Swain County. Page 786 of Abstract.

4. On April 27, 1895, R. P. Hyde conveyed said 125 $\frac{1}{2}$ acre tract to E. Z. King, by deed duly executed and recorded in Swain Co. Page 787 of Abstract.

5. On January 1, 1913, W. A. King and wife, E. Z. King, conveyed said 125 acre tract to J. E. Coburn by deed duly executed and recorded in Swain County. It will be noted, however, that this deed excepts from this operation 101 acre tract heretofore conveyed to I. G. McGee. Page 788 of Abstract.

6. On February 13, 1906, W. A. King and wife, E. Z. King, conveyed said 101 acre tract, being the exception above noted to I. G. McGee by deed duly executed and recorded in Swain County. Page 789

7. On February 24, 1908, I. G. McGee and wife, Gallie McGee conveyed said 101 acre tract to J. C. Hayes, by deed duly executed and recorded in Swain County. Page 790 of Abstract.

8. On February 24, 1909, J. C. Hayes and wife, Hattie Hayes conveyed to William Quillot said 101 acre tract of land by deed duly executed and recorded in Swain County. Page 791 of Abstract.

9. On September 21, 1912, William Quiett and wife, conveyed said 101 acre tract to J. E. Coburn by deed duly executed and recorded in Swain County. Said 101 acre tract is the first tract described in said deed. P. 792

10. On August 3, 1910, J. H. Everett, Administrator of Clarke Whittier, Deceased, C.T.A., conveyed to A. H. Hayes all of the lands described in Grant No. 7605 aforesaid. This, of course, includes the lands which have been conveyed to J. E. Coburn by the preceding deeds. This deed is duly executed and recorded in Swain County. Page 793 of Abstract.

11. Thereafter, A. H. Hayes and wife, executed to S. W. Black, Trustee, a Deed of Trust on the lands described in the foregoing deed as well as on other lands. This deed of trust was foreclosed under the powers contained therein by the trustee. Page 794 of Abstract.

12. On March 1, 1917, S. W. Black, Trustee, under the powers contained in the Deed of Trust aforesaid executed a deed to J. E. Coburn for all the lands embraced in Grant No. 7605, as well as other lands. This deed is properly executed and recorded in Swain County. Page 795 of Abstract.

Grant No. 7766.

13. On July 24, 1886, W. P. Hyde obtained a grant from the State of North Carolina for 100 acres of land, which grant is recorded in Swain County. This grant covers the extreme eastern portion of tract No. 100 as will be seen by reference to the plat. Page 796 of Abstract.

14. On November 3, 1886, W. P. Hyde and wife conveyed the lands embraced in the grant aforesaid to Clarke Whittier by deed duly executed and recorded in Swain County, same being Tract No. 7 therein. Page 797 of Abstract.

15. On March 16, 1895, E. Everett, Administrator of Clarke Whittier, C.T.A., conveyed to R. P. Hyde a tract of land containing 71 $\frac{1}{4}$ acres, which covers the easttown portion of Tract No. 100. This deed is duly executed and recorded in Swain County. Page 786 of Abstract.

16. On April 27, 1895, R. P. Hyde conveyed the aforesaid tract of land to E. Z. King by deed duly executed and recorded in Swain County. Page 747 of Abstract.

17. On January 1, 1913, W. A. King and wife, E. Z. King, conveyed to J. E. Coburn said 71 $\frac{1}{4}$ acre tract by deed duly executed and recorded in Swain County. Page 748 of Abstract.

Grant No. 80.

18. On October 17, 1877, Thomas Bradley obtained a grant from the State of North Carolina for 150 acres of land, which grant is duly executed and recorded in Swain County. An irregular shaped parcel on the north side of said tract is covered by said grant as will appear by reference to the plat. Page 797 of Abstract.

19. On August 24, 1889, Thomas Bradley conveyed to Jasper Bradley a one-half undivided interest in Grant No. 80 aforesaid, by deed duly executed and recorded in Swain County. Page 798 of Abstract.

20. Thereafter Thomas Bradley died leaving seven children as his heirs at law, to-wit:

Silas Bradley
A. T. Whaley, wife of John Whaley
A. E. Bradley
N. A. Hughes, wife of Ira J. Hughes
Avery Bradley
John Bradley
Jasper Bradley

John Bradley is now dead and is reported to have left three children, one of whom is Mariah Trantham, wife of Bert Trantham. We have been unable to obtain the names of the other two children of John Bradley.

21. On or about February 9, 1897 Silas Bradley, one of the heirs at law of Thomas Bradley, Deceased, conveyed all his interest in said lands to Jasper Bradley by deed duly executed and recorded in Swain County. Page 800 of Abstract.

22. On January 2, 1897, John Whaley and wife, A. T. Whaley, conveyed all their interest in said land to Jasper Bradley by deed duly executed and recorded in Swain County. Page 802 of Abstract.

23. On June 20, 1896, A.E.Bradley, single, conveyed all his interest in said lands to Jasper Bradley by deed duly recorded in Swain County. Page 804 of Abstract.

24. On September 28, 1895, Ira Hughes and wife, N. A. Hughes, conveyed their interest in said lands to Jasper Bradley by deed duly recorded in Swain County. Page 806 of Abstract.

25. On April 20, 1897, Avery Bradley and wife, Jennie, conveyed to Jasper Bradley all their interest in said tract of land by deed duly executed and recorded in Swain County. Page 808 of Abstract.

26. On November 10, 1897, Bert Trantham and wife, Mariah Trantham, conveyed their interest in said lands to Jasper Bradley. Page 810

This leaves outstanding the interests of the two children of John Bradley or a one-twenty-first undivided interest. As stated above we do not know the names of these parties or their residence.

27. On April 11, 1910, J. (Jasper) Bradley and wife, conveyed to W. M. Quiet a tract of land containing 26 $\frac{1}{2}$ acres, same being the southwest corner of Grant No. 80, aforesaid and covering an irregular shaped parcel lying along the north side of tract No. 100. Page 812 of Abstract.

28. On September 21, 1912, William Quiet and wife, Laura Quiet, conveyed said 26 $\frac{1}{2}$ acre tract to J. E. Coburn by deed duly executed and recorded in Swain County. Page 792 of Abstract.

29. This grant as well as the mesne conveyances from the State's Grantee to W. P. Hyde are set out in the Abstract of Title and is not necessary to repeat these conveyances here. Pages 243 of Abstract.

30. On May 16, 1892, W. P. Hyde and wife, S. B. Hyde, conveyed a tract of land containing 61 acres to J. F. Battle by deed duly executed and recorded in Swain County. Page 813 of Abstract. This sixty-one acre parcel forms the extreme southwestern corner of Tract No. 100 and the same is fully covered by Grant 1012.

31. On February 18, 1909, J. F. Battle with the joinder of his wife conveyed the said tract to F. W. Blankenship and wife by deed duly executed and recorded in Swain County. Page 814 of Abstract.

32. On March 23, 1911, F. W. Blankenship and wife, conveyed the aforesaid tract of land to John T. Reed and wife by deed duly executed and recorded in Swain County. Page 815 of Abstract.

33. On January 31, 1915, John T. Reed and wife conveyed the said tract of land to J. E. Coburn by deed duly executed and recorded in Swain County. Page 816 of Abstract.

34. On August 20, 1915, W. P. Hyde and wife, conveyed to J. E. Coburn a tract of land containing sixty-eight and one-half acres which is the same tract embraced in the foregoing deeds. This deed recited that it includes a lap on an entry made by J. J. Enloe and A. H. Hayes for twelve acres for which the said W. P. Hyde and wife, P. L. Hyde do not warrant title. P. 817

35. Grant No. 18039 was issued to J. J. Enloe and A. H. Hayes and is dated March 3, 1914. This grant covers forty-three acres of land and is located as shown on the map. P. 818

36. On January 27, 1915, A. H. Hayes and wife, M. E. Hayes conveyed to S. W. Black, Trustee, four tracts of land, the fourth tract being Grant No. 18039. He conveyed only his interest therein, which is an undivided one-half interest. Page 794 of Abstract. P. 11

37. This Deed of Trust was foreclosed by S. W. Black, Trustee, and on March 4, 1917 he executed a deed for the interest of A. H. Hayes in the lands embraced in Grant No. 18039 to J. E. Coburn. Page P. 796 of Abstract. This leaves outstanding in J. J. Enloe or his heirs an undivided one-half interest in Grant No. 18039. P. 12

Grant No. 7619.

38. On April 8, 1886, Joel S. Connor obtained a Grant from the State of North Carolina for one hundred acres of land, which grant covers the southeastern portion of Tract No. 100. Page

39. Then on December 8, 1896, J. S. Connor and wife, conveyed the same tract of land to John T. Reed, by deed duly executed and recorded in Swain County. Page 819 of Abstract.

40. On February 12, 1906, J. T. Reed and wife conveyed a tract of land containing thirty-five acres, being a portion of said No. 100 and constituting the southeastern portion of Tract Page 820 of Abstract.

41. On January 1, 1913, W. A. King and wife, E. Z. King, conveyed the said thirty-five acres tract to J. E. Coburn, as well as a number of other tracts by deed duly executed and recorded in Swain County. Page 788 of Abstract.

Grant No. 14282.

42. On August 31, 1900, P. L. Hyde obtained a Grant from the State of North Carolina for three hundred acres of land which said grant is duly registered in Swain County. This Grant covers all of Grant No. 18039 except a narrow strip lying along the eastern side thereof. It also covers all of Tract No. 90-c except a small triangular parcel in the northeast thereof, which said parcel is fully covered by the title of J. E. Coburn to Tract 100. This grant also covers the whole of Grant No. 1012 but is junior thereto. As Grant No. 18039 is junior to Grant No. 14282, it would appear that the title to the portion of Grant No. 18039, lying east of the lines of the deed recorded in Book 15, at page 571 and included within Grant No. 14282 is in P. L. Hyde and not in J. E. Coburn. We have not been able to trace the title to this Grant from P. L. Hyde and husband W. P. Hyde to J. E. Coburn or to any one else. P 821

43. Since writing the above, W. P. Hyde died leaving his widow, P. L. Hyde and J. E. Coburn has secured a quit claim deed from said P. L. Hyde, dated 11-19-29, covering the portion of this tract referred to in the last paragraph of this analysis. This deed has been properly recorded in Swain County. See page 822 of this Abstract.

44. As shown in Paragraph 26 of the foregoing analysis there was an outstanding interest in the two children of John Bradley in the portion of Tract 100 covered by Grant 80. This interest amounts to a one-twenty-first. For the purpose of acquiring this outstanding interest, it was included in a condemnation proceeding instituted by the State of North Carolina as petitioner against Mrs. S. L. Dowdle and others and including the heirs at law of John Bradley mentioned in said paragraph and a decree was entered, condemning this interest and the money paid into court under a final decree entered therein.² This proceeding is of record in the office of the Clerk of the Superior Court of Swain County and the final decree is also registered in the Office of the Register of deeds of that county.

Analysis of Title

J. E. Coburn--Tract No. 100-b

Tract 100-b is covered by Grant No. 587 to Love, Battle and Welch, shown on page 46 of the abstract of Tract No. 171. The title to this grant passed by mesne conveyances to W. H. Thomas, as will appear by reference to the abstract of Tract No. 171.

1. On May 9, 1883, W. L. Hilliard, Guardian of the said W. H. Thomas, conveyed to Elizabeth Vaughn a tract of land herein fully described which embraces the whole of Tract No. 100-b. We are unable to show the proceedings authorizing the said W. L. Hilliard to execute this deed. However, the deed is good as color of title, at least. See page 319-F of abstract of Tract No. 117.

2. On July 8, 1903, Elizabeth Ensley, who was Elizabeth Vaughn, prior to her marriage, conveyed the aforesaid tract of land to W. M. Laney by deed duly executed and recorded in Swain County. At the time of this conveyance, Elizabeth Ensley was a widow. See page 319-g of the abstract of Tract No. 117.

3. On March 28, 1919, W. M. Laney and wife, Niccy Laney, conveyed to W. A. Laney a tract of land containing ten acres which is the same as Tract No. 100-b. This deed is properly executed and is registered in Swain County. See page 823 of this Abstract.

4. On April 14, 1923, W. A. Laney conveyed said tract of land to J. E. Coburn by deed duly executed and recorded in Swain County. See page 824 of abstract.

5. We are reliably informed that the said J. E. Coburn and those under whom he claims, have been in the actual occupancy and possession of this tract for a period of thirty-five years or more. We are of the opinion that the title thereto is good in the said J. E. Coburn subject only to such liens as may be outstanding against said lands at the time of any conveyance to be made by him.

NORTH CAROLINA PARK COMMISSION

JUDICIAL PROCEEDINGS

1. Proceedings in all courts affecting the title of the lands abstracted must be set forth and attached hereto in chronological order, and in such detail as will show all jurisdictional facts averred in the proceedings, proper parties, sufficient service to bring all necessary parties into court, all orders and decrees up to and including confirmation of sale.

2. When minors, insane persons or any other persons for whom a guardian *ad litem*, committee and such like are required to be appointed, are interested, the appointment and acceptance must be shown; it must appear that all statutory requirements have been complied with. Give names of all plaintiffs and defendants.

C. E. Graham, P. L. Graham
and E. H. Fullenwider,
trading under name and style of
C. E. Graham & Co. Plaintiffs

--vs--

Anna M. Whittier, W. W.
Whittier, et al

1. Court Superior County Swain
To who Why executor of Clark Whittier
2. Kind of action should not be removed and
3. Date of filing Administrator appointed.
4. Date of filing *lis pendens*
5. Judgment recorded in Book Page

PROCEEDINGS

This cause coming on to be heard upon the application of the petitioners on their own behalf and that of other creditors, and it appearing to the satisfaction of the court that Anna M. Whittier and W. W. Whittier, Executors named, in the last will and testament of Clark Whittier, Deceased, are non residents of the State and that more than one year has elapsed since the death of their Testator, and that they have not filed the necessary bonds required by law to authorize and entitle them to administer upon the estate of the said Clark Whittier, as is required by Section 1515 of the Code of N. C. and it further appearing that publication has been made in the Swain County Herald, a newspaper published in the Town of Bryson City in the State of N. C. for six successive weeks prior to this date, requiring the defendants above named to appear and show cause, if any they can, why said executors shall not be removed from office and an administrator of said estate with the will of the said Clark Whittier annexed, shall not be appointed and the said defendants, having appeared by their attorney, A. E. Frye, Esq. and having failed to show sufficient cause; it is therefore, ordered, adjudged and decreed that the said Anna M. Whittier and W. W. Whittier, be removed from their office and trust of executors of the last will and testament of Clark Whittier, Deceased. It is further ordered that E. Everett be appointed administrator with the will annexed of the late Clark Whittier, deceased, and that he execute a good and sufficient bond in the sum of \$1,000.00 according to law for the faithful performance of his duties as such administrator. It is further ordered, adjudged, and decreed that the cost of this proceeding be paid out of the estate of the said Clark Whittier by the administrator whenever assets sufficient therefore, come into his hands.

Dated at Bryson City this the 7th day of October, 1883.

W. A. Gibson, Clerk Superior Court,
Swain County, North Carolina.

J. E. COBURN LANDS IN THE PARK AREATax
Valuation

Map No. Acres

100-b	17.21	Indian Creek	375 ⁰⁰	priced	\$500.00	200 ⁰⁰
100-a	107.84	Mingus Creek	"		700.00	2466 ⁰⁰
100	463.70	"	"		6,955.00	
100-d+e	255.26	Haw Creek (Hazel Creek)	210 ⁰⁰ 1/4 A.	1/8 ⁰⁰ A	6,381.00	6 ⁰⁰ per
141	38.86	Lands Creek. (1/2 interest with Waldroup)			230.00	375 ⁰⁰
182	347.45	Hazel Creek (1/2 2m ⁰⁰ " 1/4 A. 1/2 ⁰⁰ Westfeldts)	75 ⁰⁰		8,656.00	6 ⁰⁰ per
	1,230.32				\$23,452.00	
100c	105.00	Coca Springs Tract	"	6 ⁰⁰	2,625.00	?
					26,077.00	

133532
NOTE: The 38.86 acres tract is owned in common with Dr. Waldroup. The 347.45 acres tract is owned in common with Westfeldts. The other half interests will have to be acquired independent of Coburn.

133532
The Westfeldts are carrying their property as the Hazel Creek Land Company, Joe Hooker, Sec. & Treas., Sylva, N.C.

Tract No. 100-b on Indian Creek containing 17.21 acres is known as the Styles property and an examination of the property as to value is analyzed as follows:

3-roomed old log house	\$100.00
Old crib and cow stall	25.00
4 acres flat land	120.00
13 acres of old fields	130.00
	\$375.00

Coburn claims that the Haw Creek tract and the Coburn and Westfeldt tract to be virgin timber and his price is \$25.00 per acre.

No. 100-a and the Coburn and Waldroup tract, he figures at \$7.00 per acre.

Notable

No. 100 on Mingus Creek containing 463.70 acres has only had the choice timber removed many years ago and his price is \$15.00 per acre.

As soon as the cruises of the timber on the various tracts can be obtained, we have promised a frank discussion of Mr. Coburn's figures with him.

It now appears that it will be quite troublesome to trade with Waldroup for his interest or the Westfeldts' for theirs.

REPORT

100 acresE. J. Rosser
1928J. E. COBURN
Haw Gap Creek

The following figures are the result of a 10% Strip cruise of J. E. Coburns tract on the head of Haw Gap Creek, Swain Co. N. C.

Species

Board Ft. Saw timber

Chestnut	22	100	$\times 2 =$	44.00
Poplar	11	800	$\times 10 =$	80.00
Red Oak	85	200	$\times 8 =$	681.60
White Oak	1	100	$\times 4 =$	4.00
Black Oak		800	$\times 2 =$	1.60
Chestnut Oak	13	200	$\times 2 \frac{1}{2} =$	33.00
Maple	6	900	$\times 4 =$	27.60
Basswood	6	000	$\times 4 =$	24.00
Buckeye	11	600	$\times 1 \frac{1}{2} =$	17.40
	158	700		
			<u>1951.80</u>	

Total Acres 254

TYPES

Cove	-----	-----
L. Sl.	$42 \times 3 \frac{1}{2} =$	147.00
U. Sl.	$89 \times 2 \frac{1}{2} =$	222.50
Ridge	$123 \times 1 \frac{1}{2} =$	184.50
	<u>274</u>	<u>$\sqrt{549.00}$</u>
		2.18 per acre

Cutting

Clear Cut	-----	-----
Light cut	18	
Virgin	236	

BY PRODUCTS

Hemlock Pulpwood	13	$cds \times 1 \frac{1}{2} =$	13.00
Hemlock Bark	6	$+ 1.00$	6.00
Chestnut Acidwood	327	$\times 2 \frac{1}{2}$	817.75
Chestnut Oak Bark	11 tons	$\times 1 \frac{1}{2}$	11.75

E. J. Rosser

E. J. Rosser

$$951.80 + 111.75 = 1063.55$$

or 4.18 per acre for timber & products

Sawed @ 2.18

Timber @ 4.18

6.36

NORTH CAROLINA PARK COMMISSION

ASHVILLE, N. C.

REPORT ON THE J. E. COBURN TRACTS - NOS. 100, 100a, 100b, 100c
100d, 100e, 141 & 182.LOCATION:

These eight tracts are located on Mingus Creek and Couches Creek, tributaries of Oconaluftry River, on Indian Creek, tributary of Deep Creek, on Cold Spring Knob and on the watersheds of Hazel Creek and Eagle Creek. The total acreage involved is 1335.32.

DESCRIPTION:

Taking the tracts up in order:

TRACT NO. 100 contains 464 acres, lying on the head of Mingus Creek. 75% of this tract is virgin timber land and 25% very lightly cut over. It adjoins the lands of the Champion Fibre Company on the west and on the south adjoins small tracts on Mingus Creek already acquired. The appraisers place a value of \$11.00 per acre on this tract.

TRACT NO. 100a contains 108 acres, located on the head of Couches Creek, about 1/4 mile away from Tract No. 100. This tract has been partly cut over, but still has some merchantable timber as well as several cords of acidwood per acre. \$7.00 per acre was all that the appraisers felt that this tract was reasonably worth. Both Tracts 100 and 100a, while they are situated fairly high upon the slopes of the divide between Deep Creek and Oconaluftry River, have timber and timber products of merchantable quality and value, because it is not over 4 miles to the railroad at Ravensford.

TRACT NO. 100b contains 17.21 acres and is a small farm property lying on Indian Creek. The values are made up as follows:

1 3-room log house	\$100.00
1 corn crib and caw barn	25.00
4 acres of flat land	120.00
13 acres of old field	130.00
Total value	\$375.00

TRACT NO. 100c contains 105 acres and is known locally as the Cold Spring Knob tract. It is the same tract which was deeded by Mr. Coburn to the Smoky Mountain Park Commission March 21, 1928. The agreement at that time, which was made by Chairman Mark Squires and witnessed by Mr. Harry Nettles, was that Mr. Coburn and the Executive Secretary should endeavor to agree upon a value for the tract. If these two could not agree, a third disinterested person was to be selected by them as an arbitrator. A careful cruise of the timber on the property was made by Mr. Rosser and his crew last year. It is a virgin timber tract and all of the appraisers have had a hand in working out the value for the tract. This tract is valued at \$15.00 per acre.

We believe the tract is worth this amount, because it is altogether a virgin timber tract.

TRACTS NOS. 100d and 100e. These two tracts are located on Haw Gap Creek and contain together 255.26 acres. These are largely virgin timber tracts, 236 acres being uncut and 18 acres being very lightly cut over. There is a considerable quantity of good timber, such as yellow poplar and red oak, chestnut oak and chestnut, together with acidwood and tanbark. All of the appraisers are a unit in valuing these tracts at \$10.00 per acre.

TRACT NO. 141 is a tract of 77.72 acres owned jointly by Mr. Coburn and by Mr. R. M. Waldroup of Bryson City, each owning an undivided half interest. It adjoins Tract No. 100c, the Cold Spring Knob tract, and lies on the head of Lands Creek. It is an abandoned farm and is valued by the appraisers in this deal at \$7.00 per acre for Mr. Coburn's half interest of 38.86 acres. Both Tracts Nos. 100c and 141 are interior holdings to the Champion Fibre Company tract.

TRACT NO. 182 contains 694.90 acres and is owned jointly by Mr. Coburn and the Westfeldt Heirs of New Orleans. About 2/3 of this tract is virgin timber or else very lightly cut; 176 acres are cut fairly clean, while 6 acres are old fields. The amount of timber and timber products on this land make the appraisers feel justified in valuing it at \$10.00 per acre. This is for Mr. Coburn's half interest of 347.45 acres.

TABULATION

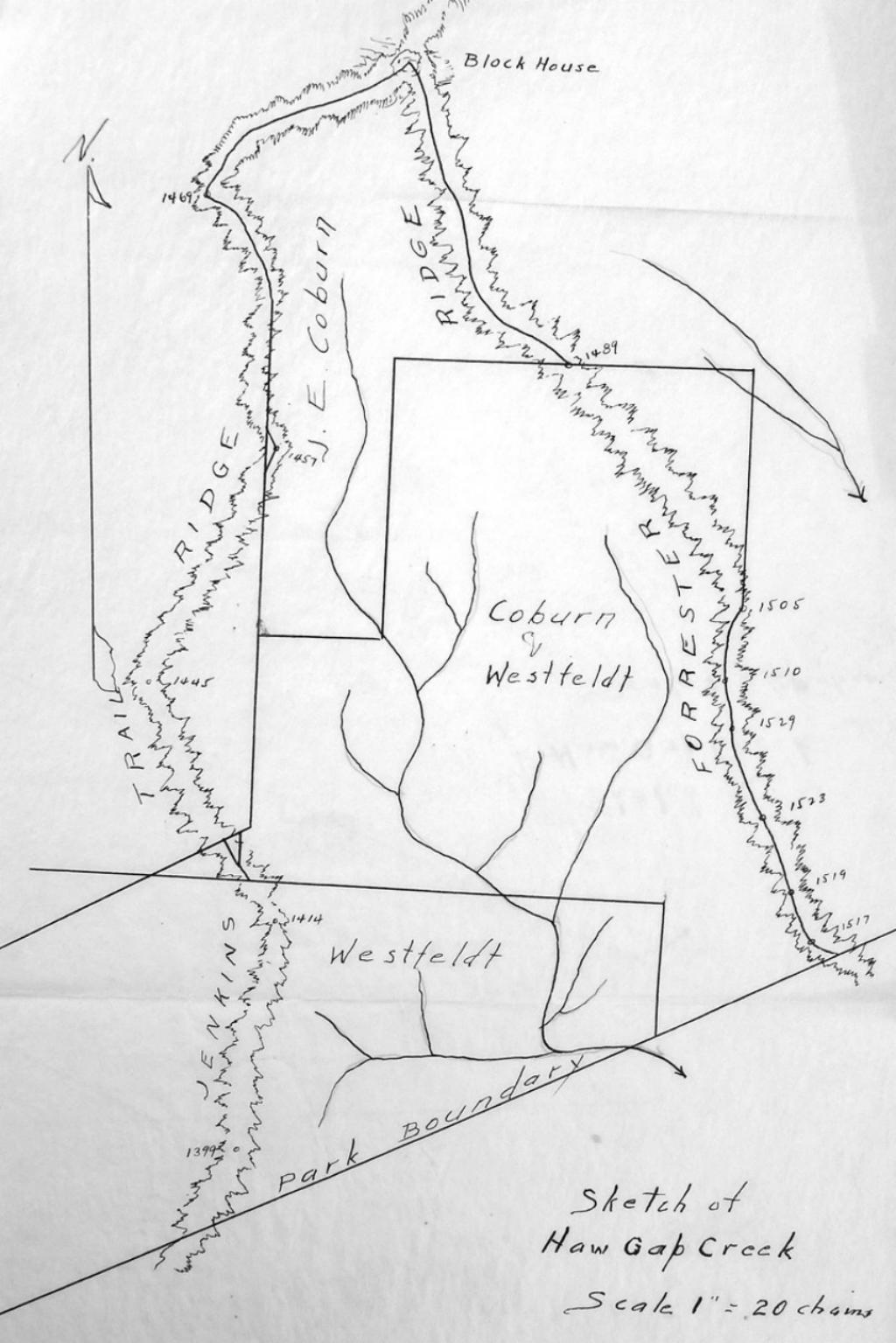
TRACT	NO.	100	464 Acres	@ \$11.00	\$5,104.00
"	"	100a	108 "	@ 7.00	756.00
"	"	100b	17.21 Acres		375.00
"	"	100c	105.00 "	@ 15.00	1,575.00
"	"	100d)	255.26 "	@ 10.00	2,552.60
"	"	100e)			
"	"	141	38.86 "	@ 7.00	272.02
"	"	182	347.45 "	@ 10.00	3,474.50
<u>TOTAL VALUATION</u>					<u>\$14,109.12</u>

OPTION:

An option has been taken on these tracts for \$14,000.00, with the understanding that Mr. Coburn's subscription to the Smoky Mountain National Park Fund of \$2,450.00 will be deducted from the purchase price, leaving him a net amount of \$11,550.00.

REMARKS:

The appraisers recommend the purchase of these tracts.



Sketch of
Haw Gap Creek

Scale 1" = 20 chains

J. E. COBURN -----MAP NUMBER 100
20% STRIP ESTIMATE

Species	Board Ft.	46 5 acres
Hemlock	4 000	
Chestnut	33 400	75% VIRGIN
Poplar	14 500	25 light cut.
Red Oak	72 700	
White Oak	29 250	
Black Oak	7 750	Lower Slope 90 x 3 ^{1/2}
Chestnut Oak	46 050	Upper Slope 325 2 ^{1/2}
Maple	5 300	Ridge 49 1 ^{1/2}
Basswood	400	
Buckeye	1 100	
Others	1 850	
Yellow pine	1 100	
Total	217 400	Stand Per Acre 470 1087 ⁰⁰

BY PRODUCTS

Hemlock Pulpwood	20 cds	20	30
Hemlock Bark	13	20	
Chestnut Acidwood	1568	784	4631528 31
Hardwood pulp	12		1989 8
Chestnut oak bark	40 tons	75	179 8
Telephones poles	85	45	

J. E. COBURN MAP NUMBER 100A
10% STRIP CRUISE

Species	Board feet	108 acres
Chestnut oak	7 222	464 51
Red Oak	2 140	572 2288
White Oak	2 541	572 58
Black Oak	1 338	
Birch	545	
Others	1 204	
	14 990	75 ⁰⁰

BY PRODUCTS

Chestnut acidwood	461 cds	230 ⁰⁰
Chestnut oak bark	6 tons	10 ⁰⁰

Types run about same
as on above

J.E. Coburn Land to which title is
in doubt

100 a	107	acres	\$700
100	26	" $\frac{1}{2}$ acre	50
100	30	G. 18039	300
141	$\frac{1}{2}$ 77.	$\frac{1}{2}$ mineralriet	50
100 d.	$\frac{1}{2}$ mineralriet that part are covered by G. 1832		

90	Hattie Mayes	16,63.8
94	Janey Headaway	37.0
84	J.H. Peayee	1.500?
87	Hugh W. Lambert	700?
100 141 182	J.E. Coburn	11,500
186	Pascal Manuel	68,850
		109,488

Coburn to State gov. March 2, 1929 Bd 58 p. 40-

100	463.70	✓
100 a	107.84	✓
100 b	17.21	✓
100 d	254.38	✓
100 e	0.88	✓
1/4 ac. 141	38.86	✓
1/4 ac. 182	347.45	✓
	30.32	
	165.25	
	221.57	
100 a		

NORTH CAROLINA,

SWAIN COUNTY.

This deed, made and entered into on this the twenty-second day of March, A. D., One thousand nine hundred and twenty-eight, by and between J. E. COBURN, and wife, BLAND W. COBURN, of Bryson City, Swain County, North Carolina, parties of the first part, and NORTH CAROLINA PARK COMMISSION, a body corporate created under and by virtue of CHAPTER FORTY-EIGHT, Public Laws of North Carolina, Session of 1927, party of the second part,

W I T N E S S E T H :

That the said J. E. Coburn and wife, Bland W. Coburn, parties of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the party of the second part, the receipt of which is hereby acknowledged, and for other valuable considerations moving between the parties here-to, have bargained and sold and do by these presents bargain, sell, grant and convey unto the said party of the second part, its successors and assigns, all of the following tract or parcel of land lying and being in Swain County, North Carolina, and being the land granted by the State of North Carolina to G. W. Hayes under State Grant No. 79, dated December 27, 1854, and registered in Book 6, Page 48, Records of Swain County, North Carolina, and bounded and more fully described as follows;

(100-c)

BEGINNING at a 24" white oak with old marks and witnesses, blazed and scribed C. S. K. No. 5; thence N. 4-06 E. 43.80 chains to a point, with witnesses, set locust post scribed C. S. K. cor. 6, a 20" chestnut blazed and scribed B. T., C. S. K. cor. 6, bears S. 24 W. 37 chains; thence S. 86-36 E. 24.02 chains to a point with witnesses, set locust post scribed C. S. K. cor. 7, a 6" chestnut scribed B. T., C. S. K. cor. 7 bears S. 86.00 E. 12'; thence S. 4-47 W. 44.79 chains to a 20" white oak with old marks and witnesses, blazed and scribed C. S. K. cor. 1; thence N. 84-54 W., 23.46 chains to the beginning. CONTAINING 105.23 acres, more or less. Including the Coburn Knob and the Cold Spring.

TO HAVE AND TO HOLD the above described tract or parcel of land, together with all privileges and appurtenances thereunto belonging unto the said party of the second part, its successors and assigns, in fee simple forever.

And the said parties of the first part covenant to and with the said party of the second part, its successors and assigns, they are lawfully seized of the above described land in fee and have the right to convey the same in fee simple, that the same is free and clear from any and all encumbrances and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

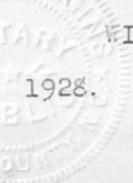
J. Coburn (SEAL)
Phaml W. Coburn (SEAL)

NORTH CAROLINA

SWAIN COUNTY.

I, Will W. Wiggins, a Notary Public in and for Swain County, North Carolina, do hereby Certify that J. E. Coburn and Bland W. Coburn, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed deed of conveyance, and the said Bland W. Coburn being by me privately examined separate and apart from her said husband touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily without fear or compulsion of her said husband or of any other person and that she doth still voluntarily assent thereto.

WITNESS my hand and notarial seal this 22nd day of March, 1928.

NOTARY PUBLIC

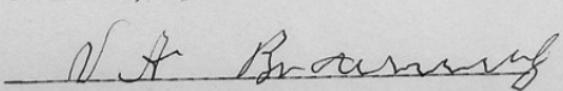
NORTH CAROLINA

SWAIN COUNTY

The foregoing Certificate of Will W. Wiggins, a Notary Public in and for Swain County, North Carolina, duly authenticated by his Notarial Seal, is adjudged to be correct in due form and according to law, and the foregoing and annexed deed is adjudged to be duly proven.

Let the Deed, together with the certificates, be registered.

Dated this 26 day of March, 1928.

CLERK OF SUPERIOR COURT.

H. Partridge

J. E. COBURN \$100.00

TIMBER AND CUT-OVER LANDS
BRYSON CITY BANK BUILDING
BRYSON CITY, N. C.
LOCK BOX 168

Apr 24th 1928.

Mr Vern Rhodes

Asheville N.C.

Dear Mr Rhodes - Mr Stoen tells me that he has my acreage. Compiled, and as soon as the estimators get them reports in that my lands will be ready to convey to the Park

The last time I was in your office I told you that I would like to get this deed made, and trade closed as I needed the money about taking care of my tax.

When you come to Bryson City I wish that you could take the time to look at the Coburn Knob tract, after your examination and your Owners report I believe that you & I could agree at a satisfactory valuation of this tract and in fact all my land. You can ride a horse to the Coburn Knob, a very good trail.

Yours truly
J. Coburn

Blaine M
4/17/28

M. F. Coburn
Bryant, M

Dear Mr. Coburn:

In reply to your letter of April 24th
I am not be able to complete the
examination and valuation of your tents as soon as you
wanted like to have it done & I am pressed from ~~time~~ ^{air}
sides to expedite ~~other~~ matters pertaining to the work of
Yukon miners, and am especially urged by the Commissioner
to settle on the right kind of headings. I hope however to get
the you headings sometime in the next 60 days —

Yours

Copy -
Orgued & Langdon & McDonald

4/28/28

J. E. COBURN
TIMBER AND CUT-OVER LANDS
BRYSON CITY BANK BUILDING
BRYSON CITY, N. C.
Lock Box 168

March 22, 1928.

Mr. J. E. Coburn,

Bryson City, N.C.

Dear Sir:

You have heretofore subscribed, \$2500.00 payable in land to the purchase fund for the Smoky Mountain National Park. We have this day received from you deed conveying 105 acres of land within the Park Area, known as Coburn's Knob. It is understood that if our Commission can not agree with you as to the value of this land, you are to select one competent and disinterested person as arbitrator. The N.C. Park Commission will select another competent and disinterested person and if these two arbitrators can not agree they shall appoint a like competent and disinterested person as umpire. The decision of any two of such persons shall be conclusive upon both parties as to the value of said land, and the amount of such award shall be credited upon the subscription of said J. E. Coburn, and if more than \$2500.00 the difference shall be paid in cash by the N.C. Park Commission.

Very truly,

W. L. Williams
Chairman
N.C. Park Commission.

Accepted:

W. L. Williams
" " " "

W. L. Williams

P. O. BOX 1232,
ASHEVILLE, N.C.

A-Purchase

Coburn, J. E.
(Coburn Knob Tract)

March 23, 1928.

Mr. W. N. Sloan,
Bryson City, N. C.

Dear Mr. Sloan:

I am enclosing herewith a deed from
J. E. Coburn and wife to the North Carolina Park
Commission.

Mr. Squires requested that you have
it recorded immediately and pay the fee and send
in the amount on your next expense account.

Very truly yours,

Executive Secretary.

VR:S
Encl. 1

A Purchase
Cobum, J. E.

~~XXXXXX~~

#100 C

Bryson City,
North Carolina.
March 26th, 1928.

Hon. Mark Squires,
Chairman N.C. Park Commission,
Lenoir,
North Carolina.

My Dear Sir:- I am inclosing an abstract of the tract of land deeded by Coburn to the Park Commission.

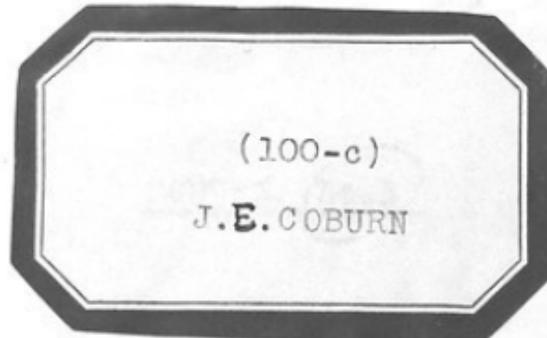
You will note that there is some complication, caused by some of the parties signing the deed before they were married and not acknowledging it until after they were married, and their husbands not joining in the deed. This is fully explained in the certificate.

I am sending a copy of the abstract and a copy of this letter to Mr. Vern Rhodes at Asheville. I am,

Yours truly,

Mark Squires

At Purchase
Coburn J.E.
100c



A B S T R A C T O F T I T L E

GRANT No 79

Conveyed to NORTH CAROLINA PARK COMMISSION
by DEED, made on the 22nd day of March 1928.

by J.E. COBURN

Grant No 79

State of North Carolina

To

G.W. Hayes

Dated December 27, 1854

Registered October 1885, in Swain County,
Book F-6 page 48.

Grants 100 acres.

BEGINING on a White Oak tree, on the summit of
a high ridge, runs thence West 90 poles to a White Oak tree; thence
North 177.75 poles to a Stake; thence East 90 poles to a Stake;
thence South 177.75 poles to the place of begining.

DEED

H. S. Hayes, G. W. Hayes,
J. T. Hayes, H. A. Keener,
N. E. Hayes, Maggie E. Hayes,
J. A. Wiggins & Wife, Mary J.
Wiggins, W. A. Hayes & Wife,
Mattie Hayes.

To

A. H. Hayes.

Dated. October 25, 1883.

Registered, October 20th, 1915,
Swain County, in Book 41, page 385.

Signed and Sealed.

5 Probate and Acknowledgment copied in full, and
attached hereto.

Consideration \$60.00 for one tract containing
100 Acres.

BEGINNING on a White Oak tree, on the summit of
a high ridge, runs thence West 90 poles to a
White Oak tree; thence North 177.75 poles to a
Stake; thence East 90 poles to a Stake; thence
South 177.75 poles to the place of be-
ginning.

"Together with all woods, water, mines, minerals
and appurtenances thereunto appertaining to his heirs and assigns
forever."

IN WITNESS WHEREOF we have hereunto set our hands
and seals the day and date first written."

STATE OF NORTH CAROLINA,

COUNTY OF GRAHAM.

I, W. F. Mauney, Notary Public in and for the County of Graham and State of North Carolina, do hereby certify that J. A. Wiggins and Mary J. Wiggins, two of the subscribers to the hereunto attached deed, personally appeared before me this day and acknowledged the due execution of same for the purpose therein expressed and thereupon the said Mary J. Wiggins, Wife of J. A. Wiggins, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of same, doth state that she signed the same freely and voluntarily without fear or compulsion of her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and Notarial seal this the 2nd day of January, 1915.

W. F. Mauney, Notary Public.

(L.S.)

My commission expires February 6, 1915.

NORTH CAROLINA,
SWAIN COUNTY.

I, S. E. Varner, a Notary Public in and for Swain County, N.C. do hereby certify that W. A. Hayes and Wife, Mattie Hayes, personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed deed of conveyance and the said Mattie Hayes, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and Notarial seal this the 13th day of September, 1915.

S.E. Varner, Notary Public.

(L.S.)

My Commission expires January 21, 1917.

NORTH CAROLINA,
SWAIN COUNTY.

The execution of the foregoing deed by H. S. Hayes, one of the grantors therein, was this day duly proven before me by the oath and examination of W. M. Taylor, as to the hand writing of the said H. S. Hayes, on ~~of~~ the makers thereof, as follows:

NORTH CAROLINA?
SWAIN COUNTY.

W. M. Taylor, being duly sworn, deposes and says, that he is well acquainted with the handwriting of H. S. Hayes, one of him write; that the said H. S. Hayes is dead and that the name of H. S. Hayes subscribed to said deed is in the genuine handwriting of the said H. S. Hayes.

W. M. Taylor.

Sworn to and subscribed before me this the 16th day of October, 1915.

(L.S.) Will W. Wiggins, Notary Public.
My commission expires .

NORTH CAROLINA,
SWAIN COUNTY.

I, Will W. Wiggins, Notary Public, in and for Swain County, N.C. do hereby certify that G.W. Hayes, J.T. Hayes, H.A. Keener, N.E. Fulmer and Maggie Leatherwood personally appeared before me this day and acknowledged the due execution by them of the foregoing and annexed deed of conveyance for the purposes therein specified, and the said N. E. Fulmer and Maggie Leatherwood, being by me privately examined, separate and apart from their said husbands, doth state that at the time they signed said instrument, they were unmarried and that their names appeared thereto as N.E. Hayes and Maggie E. Hayes, was in fact and in truth their proper names at the date of the signature of said instrument and that they contracted marriage with their said husbands subsequent to the date of the signing by them as N.E. Hayes and Maggie E. Hayes of said instrument and of delivery to the grantee therein.

And that they make this acknowledgment of their said acts and deeds freely and voluntarily without fear or compulsion of their said husbands or any other person and still voluntarily assenting to their former acts and deeds.

Witness my hand and Notarial seal.

Will W. Wiggins, Notary Public.

(L.S.)

NORTH CAROLINA,
SWAIN COUNTY.

COBURN NO. 1

The foregoing and attached certificate of W. F. Mauney, a Notary Public in and for Graham County, N.C. ~~xxxx~~ duly authenticated by his Notarial Seal, S. E. Varner, Notary Public in and for Swain County, N.C.; duly authenticated by his Notarial Seal; and Will W. Wiggins, Notary Public in and for Swain County, N.C., duly authenticated by his Notarial Seal, are each and all adjudged to be correct in due form and according to Law and the foregoing and annexed deed is adjudged to be duly proven.

Let the deed together with the certificate and this certificate, be registered.

Witness my hand and official signature this the 19th day of October, 1915.

R. M. Thomasson, Clerk Superior Court.

Deed.

A.H.Hayes and M.E.Hayes, his wife

To

L.Whittier

Dated January 14, 1886.

Registered February 24, 1886, in Swain County,
in Book F.-6 page 572.

Signed and Sealed

Probate Regular.

Consideration \$250.00 Paid.

BEGINNING on a White Oak tree, on the summit of a high ridge, runs thence West 90 poles to a White Oak tree; thence North 177.75 poles to a Stake; thence East 90 poles to a Stake; thence South 177.75 poles to the place of beginning.

NOTE A.H.Hayes was one of the heirs of G.W.Hayes, who at the time this deed was made, was deceased.

A.H.Hayes at this time had a deed from the rest of the heirs prepared and had been signed by a part of the heirs, to wit: J.T.Hayes, Maggie Hayes, and N.E.Hayes, all of these were unmarried at the time they signed, but they did not acknowledge their signatures until a later date, which will be shown by a deed appearing in this abstract.

COBURN No 1

DEED.

E. Everett, Administrator of C. Whittier,
with copy of Will attached,

To

L. Lee Marr.

Dated April 7, 1903.

Registered April 18, 1903, in Swain County,
in Book 20 page 290.

Sined and Sealed.

Probate Regular.

Consideration \$556,50, for Two Tracts containing
100 Acres each.

BEGINING on a White Oak tree, on the summit
of a high ridge, runs thence West 90 poles to a White Oak
tree; thence North 177.75 poles to a Stake; thence East 90 poles
to a Stake; thence South 177.75 poles to the place of begining.

NOTE

This deed conveys two tracts of land, this tract
being described as the second tract.

Coburn No. 1

Deed

L. Lee Marr & M.E. Marr,
his Wife.

To

J. E. Coburn.

Dated, December 1, 1914.

Registered December 9, 1914, in Swain County.

Book 41, page 96.

Signed and Sealed.

Probate Regular.

Consideration \$5,000.00, paid, for 100 acres.

BEGINNING on a "hite Oak Tree, on the summit of a high ridge", runs thence West 90 poles to A White Oak Tree; thence North 177.75 poles to a Stake; thence East 90 poles to a Stake; thence South 177.75 poles to the place of beginning.

NOTE:

This Deed conveys five tracts of land, part of which is situated in the town of Bryson City, above described tract appearing in the Deed as fifth tract.

NORTH CAROLINA PARK COMMISSION

COMMISSION ON THE PART OF NORTH CAROLINA FOR THE PURPOSE OF
PRESENTING THE CLAIMS OF NORTH CAROLINA FOR A NATIONAL PARK

GENE C. BROOKS, RALEIGH
M. BUCK, FAIR MOUNTAIN
H. G. DAWSON, KINSTON
TO EBBS, ASHEVILLE
FOUNTAIN, ROCKY MOUNT

MARK SQUIRES, CHAIRMAN, LENOIR
EUGENE C. BROOKS, SECRETARY, RALEIGH

J. A. HARDISON, WADESBORO
FRANK LINNEY, BOONE
J. ELMER LONG, DURHAM
HARRY NETTLES, BILTMORE
E. S. PARKER, JR., GREENSBORO
MARK SQUIRES, LENOIR

Bryson City, N.C.

April 24, 1929.

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

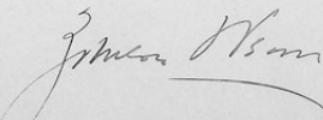
Dear Mr. Rhoades:

Pursuant to our conversation in regard to taking a deed from Mr. J. E. Coburn for the land under option from him in the Park area, I am enclosing a tentative contract for that purpose. You will note that the defects so far as at present outlined are referred to in the contract. I do not, of course, know how to estimate the outstanding mineral interests nor what value to place upon them. It has been suggested that \$1500.00 would be sufficient amount to withhold pending a correction of defects. Mr. Sloan thinks this amount would be sufficient. I have not yet fully examined titles, but apparently the defects which are outlined in the enclosed contract will cover the discrepancies in regard to Mr. Coburn's title. I will be glad to have you advise me relative to this matter.

I am trying to complete this week, the work on the Marvel lands, which I think will be in shape for consideration at the end of the week. If anything else comes up, which is pressing, kindly let me know.

Yours very truly,

ZW:D



P.S.

of course, all dues, fines, judgments etc. &c. to be concealed

John C. Brown.....(Seal)

Richard "Dick" Brown.....(Seal)

S. W. BLACK
ATTORNEY AT LAW
BRYSON CITY, N. C.

The Coburn Cases
April 26, 1929.

North Carolina Park Commission,
Asheville, N. C.

Gentlemen:

I am trustee in a deed of trust given by J. E. Coburn for the benefit of J. L. Shank amounting to \$4300.00, and some interest, on some lands on Couch's Creek, which I understand you are purchasing from Mr. Coburn.

When Mr. Coburn delivers the deed and receives check so that the trust deed can be paid, I will see that the same is properly cancelled of record.

Yours very truly,

S. W. Black

S
W
BL

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

April 30, 1929.

Mr. Mark Squires,
Lenoir, N. C.

Dear Mr. Squires:

J. E. Coburn

After you left yesterday, we succeeded in getting Mr. Coburn to agree to allow \$2,000.00 to be withheld from the purchase price of his land until defects in title were cured. We had Mr. Ebbs up this morning and explained the situation to him thoroughly, and he agreed upon the recommendation of all three of the appraisers. We have, therefore, issued the check, which Mr. Ebbs signed, for \$9,500.00, and Mr. Weaver has taken it to Bryson City.

Roscoe A. Marvel, et al.

We did not get to close the deal with Marvel and his associates. Mr. Weaver said this morning that it appeared that the Tallassee Power Company had an easement on part of the land lying north of the highway, which gave them the right to take all timber under twelve inches as well as sand, earth and stone from the same land. Mr. Weaver did not feel that he could recommend the issuance of the check as long as the title was clouded in this manner; and to complicate it further, the quit claim deed from Phillip Marvel had not yet arrived in town.

Mr. Ebbs and Mr. Weaver explained the situation to Mr. Kitchen, Mr. Marvel and associates, and Mr. Weaver is to prepare a deed in Bryson City to be executed by the Tallassee Power Company, and this deed, I believe, is to be forwarded by Mr. Penn to you for your o. k. and subsequent transmission to Mr. Copp at Baden. If we can get this deed signed up in the next couple of weeks, we can close the deal all right.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S

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

November 25, 1929.

Mr. J. E. Coburn,
Bryson City, N. C.

Dear Mr. Coburn:

Referring to our conversation held in the office
in Bryson City last Tuesday:

I am enclosing herewith a check for \$250.00,
which is to be applied upon payment of your land and is
deducted from the \$2,000.00 originally kept by the Park
Commission in order that you might have opportunity to
complete the clearance of title.

It is my understanding that this \$250.00 helps
to clear the title with reference to the claims of P. L.
Hyde.

Very truly yours,

Verne Rhoades,
Executive Secretary.

VR:S
Encl.

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tracts Nos. 100, 100-a, 100-b, 100-c and 141.

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 and including the beginning entry there of has been carefully examined and noted, and that the following named owner.....:

J. E. COBURN *J. E. Coburn* *Wife Bland W Coburn*

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

ENCUMBRANCES

1. Subject to a one-twenty-first outstanding interest in that portion of Tract 100 covered by Grant No. 80, containing twenty-two acres. This interest is outstanding in the heirs at law of John Bradley and is now under condemnation before the Clerk of the Superior Court of Swain County in the case entitled "State of North Carolina Petitioner against S. L. Dowdle and others".

2. Tract 100-a contains 107 acres. About 75 acres of the west portion of this tract was conveyed to J. E. Coburn by A. H. Hayes but we have not been able to find any grant covering this area of 75 acres. However, Mr. Coburn has laid an entry upon this portion of Tract 100-a and we think it would be advisable at the next session of the legislature to secure the passage of an act prohibiting further entries in the park area and appropriating all vacant land within that area to National Park purposes. This would render this title correct. It is evident, however, that we cannot prosecute a condemnation proceeding for the purpose of clearing the title as it is now apparently outstanding in the state itself.

3. Tract 100-d is subject to a one-half mineral interest outstanding in the heirs at law of F. L. Winchester, deceased for that portion of Grant 1832, which was conveyed to J. E. Coburn by F. L. Winchester on the waters of Haw Gap Creek. There is some doubt as to the proper location of Grant No. 1832, but if located as outlined on our maps it would cover a portion of Tract 100-d of about fifty acres and this one-half mineral interest would be outstanding as above noted.

4. Tract No. 141 was originally owned by R. M. Waldroup and J. E. Coburn jointly. Waldroup has already conveyed his interest to the state. There is a one-half mineral interest outstanding in this tract in the Love heirs.

Mr. Coburn has already executed a deed to the State of N. C. for the lands embraced in all these tracts and \$1750.00 has been retained on account of the outstanding mineral interest and other defects. All of the defects have been cured except those noted above and we recommend the payment of the balance of this money.

This 22nd day of March, 1900.

John W. Morris
Attorney.

Address.....

John W. Morris
Attorney.

Luther Penn
March 24 1931

Smokey Butte Park. Com.,
Asheville NC

Dear Sirs

I received a Notice
a few days ago that you
had deposited five Dollars
with the Clerk of Court at
Bryson City for one acre
of land. I have some
other land in Swain
co, & one half interest in
40 acres and J E Coburn
owns the other half.
So I have recently learned
that Coburn is claiming

it all, so I give notice
now that if you buy
this from Coburn you
will lose your money, I
also have a one half
interest in 11 acres and
I guess Jack wants it, as
he wants all that adjoins
him, I hope you people
will see Coburn and have
this matter adjusted,

I dont want any trouble
but I certainly wont let
him have this land
because it joins him.
I want to deal fair with
the Commission and

and Colburn I don't want
any thing that belongs
to Pack, and he must let me
have mine:

Yours truly
J.J. Enloe

308 City Building,
P. O. Box 1232,
Asheville, N. C.

November 30, 1932.

Commissioner of Internal Revenue,
Treasury Department,
Washington, D. C.

ATTENTION: J. C. Wilmer, Deputy Commissioner.

In re: IT:V:T KS

Dear Sir:

Answering your letter of November 28, 1932, regarding lands bought from J. E. Coburn, of Bryson City, North Carolina:-

1. How much of it was cut over and how much timbered?

ANS. It is hard to say just how much of it was cut over, as it was not cruised by the Park Commission. It was, however, looked over by our field man, Mr. W. H. Woodbury, of Asheville, N. C., a former lumberman, and his opinion was that at an earlier date all of the then merchantable timber was taken off by portable mill process, which left the smaller trees and cheaper and less valuable woods still standing. This process did not go very far up the mountainsides and left a considerable quantity of virgin timber on or near the mountain-tops, but, as a rule, a portable mill cannot afford to take this timber. What virgin timber is left would not be very valuable as a lumber proposition.

Giving you an estimate of the separate amounts of cut-over and timbered lands can only be done from memory, but we would say that more than 50% of it was cut-over.

2. Quantity of timber thereon, by species, if possible.

Comm. of Internal Revenue,
Nov. 30, 1932.

ANS. We cannot give you an answer to this question, because the land was not cruised.

3. The character of this timber, as to virgin or second growth.

ANS. This question is partly answered in No. 1. In our judgment, based on Mr. Woodbury's observations, there is nothing left on this land that would justify a portable mill lumberman to consider these lands in any way for sawmill purposes, although, as stated heretofore, the merchantable timber that is high up on the mountain is all virgin, but it is not such as would be suitable for saw-timber.

We trust that the above fully covers the information desired by you. If we can be of any further assistance to you, please do not hesitate to call on us.

Very truly yours,

NORTH CAROLINA PARK COMMISSION

By

H. K. Sanders,
Office Manager.



TREASURY DEPARTMENT

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

WASHINGTON

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
AND REFER TO

November 28, 1932.

IT:V:T
KS

North Carolina Park Commission,
Asheville, North Carolina.

Sirs:

This office has for consideration in connection with the income tax return for 1930, of J. E. Coburn, Bryson City, North Carolina, the sale by him to your commission of some 1,376.93 acres of mountain timberland. It would greatly facilitate the disposition of this case, if you would kindly furnish this office with the following information covering this land:

1. How much of it was cut over and how much timbered.
2. Quantity of timber thereon, by species, if possible.
3. The character of this timber, as to virgin or second growth.

Respectfully,

J. C. WILMER,

Deputy Commissioner.

By *J. C. Martin*

Chief of Section.