

Analysis of Title

Tract 132.

T. D. Bryson, D. R. Bryson and
Mary G. Tipton, wife of Wm. Tipton.

Tract 132 as shown on the plat is composed of two original tracts, one for 1000 acres, which is covered by grant 587 to Love, Battle and Welch and the title of the present occupants is derived thereunder, the second is a tract of 100 acres covering the southwest portion of tract 132, the title to which as far as found is derived through a deed from W. L. Hilliard, Guardian of W. H. Thomas, Lunatic.

1 0 0 0 A C R E T R A C T

1. This tract is covered by grant 587 which was issued to Love, Battle and Welch on December 8, 1859. The grant for this tract is fully set out in the Abstract of title to tract 172 at page 46.

2. The interest of W. W. Battle became vested in R.G.A. Love by virtue of certain conveyances which are set out in the Abstract of title of tract 172, pages 49 to 56.

3. J. R. Love died leaving a will in which he appointed as his executors, with power to sell, W.L. Hilliard, S.L. Love and R.G.A. Love. This will is not of record in Swain County but will be found recorded in Haywood County. The portions of said will bearing upon the power of said executors to sell the interest of the said J. R. Love in lands covered by 587 are set out in this Abstract, page ____.

4. On May 23, 1878, Samuel L. Love, R. V. Welch, R.G.A. Love and W. L. Hilliard executed a bond for title to T. D. Bryson in which they agreed to sell to said Bryson 1000 acres of land on Deep Creek in Swain County, adjoining the lands lately purchased from William H. Thomas and then occupied by Samuel Elliott. This contract does not definitely describe the lands and would probably not be sufficient upon which to base title. It is signed by R. V. Welch and R.G.A. Love, who own a one-third interest each in the lands covered by grant 587, and also signed by Samuel L. Love and W. L. Hilliard, who were two of the executors of J. R. Love, but the bond is signed by them individually and not as such executors. However, this is rendered immaterial because of the following deed. This bond for title is registered in Swain County.
Page 315.

5. R. V. Welch and R.G.A. Love for themselves and W. L. Hilliard, Samuel L. Love and R.G.A. Love as executors of James R. Love by a deed dated May 25, 1879, about one year after the execution of the foregoing bond conveyed to Mary C. Bryson a tract of land containing 1000 acres which covers all of tract 152 except the 100 acres above mentioned. This deed is signed by E. Everett as Agent for said W. L. Hilliard, S. L. Love and R.G.A. Love, executors of J. R. Love by reason of a provision in the Bond for Title above referred to as follows: We authorize E. Everett to make deeds in pursuance of a power of attorney effected reserving three-fourths of the mineral in the lands referred to in said bond. This deed is recorded in Swain County. Page of Abstract. It reserves, however, three-fourths of the mineral interest in said 1000 acre tract. Page 366.

6. After the execution of the above deed from R. V. Welch and others to Mary C. Bryson, R. V. Welch and W. L. Hilliard and others, heirs at law of J. R. and R.G.A. Love executed a conveyance to Clarke Whittier, which is dated August 27, 1885. In this deed are a series of exceptions. Exception No. 19 being to Mrs. M. C. Bryson for one tract lying on Deep Creek containing 1000 acres, the description of which covers the 1000 acre tract which had been previously deeded to R. V. Welch and others by the deed above set out. The deed to Clarke Whittier is set out on page 57 of the Abstract of title of tract 172 and the exception referred to appears on page 73 of said Abstract.

7. This tract lies entirely within the outside boundary line of grant 587 but so far as we have been able to find there is no connected title under the owners of that grant.

8. The first conveyance we have is a bond for title from W. H. Thomas to Col. T. D. Bryson, dated September 21, 1868, in which he agrees to convey to said Bryson a tract of 100 acres on the waters of Deep Creek, being the lands covered by the Martin Improvement and to be run out in a square. This bond for title is registered in Swain County. Page 367 of Abstract.

9. We do not find, however, any grant having been issued to W. H. Thomas for this tract but as it has been in long continuous possession for more than fifty years and subsequent conveyances constituting color of title, it is not essential to establish this grant.

10. W. L. Hilliard, Guardian of W. H. Thomas, Lunatic, then conveyed to Mrs. M. C. Bryson, Assignee of T.D.Bryson, by deed dated November 15, 1883, a tract of 100 acres covering what was known as the Martin Improvement and which W. H. Thomas had agreed to convey to T. D. Bryson. This deed is recorded in Swain County and is set out on page 368 of this Abstract.

11. There is no proceeding found in Swain County by said W. L. Hilliard, Guardian of W. H. Thomas, Lunatic, authorizing the execution of the foregoing deed. The appointment of W. L. Hilliard as Guardian of W. H. Thomas, we think is of record in Jackson Co. and will be supplied. Page of this Abstract.

1000 ACRE TRACT and 100 ACRE TRACT

12. Mary C. Bryson and husband, Thaddeus D. Bryson by deed dated September 18, 1884, conveyed to Harriett Artie Bryson, Thaddeus Dillard Bryson, Daniel Rice Bryson and Mary Greenlee Bryson, two tracts of land; the first lying on the waters of Deep Creek and known as the Elliott place containing 1124 $\frac{1}{2}$ acres. This is the 1000 acre tract referred to in the foregoing conveyances. The second tract covers the 100 acres acquired by Mary C. Bryson in the deed to her from W. L. Hilliard, Guardian of W. H. Thomas, Lunatic. This deed is recorded in Swain County. Page 370 of this Abstract.

13. The grantees in the foregoing deed from Mary C. Bryson, were the children of her and Col. Thaddeus D. Bryson, one of these grantees named in this deed, towit: Harriett Artie Bryson, subsequently died without children and her interest passed by descent to her brothers and sisters, Thaddeus D. Bryson, Daniel Rice Bryson, and Mary Greenlee Bryson, who married William Tipton.

14. T. D. Bryson and wife, Amy, D. R. Bryson and wife, Annie D. and Mary G. Tipton and husband William Tipton, by deed dated August 1, 1918 conveyed to the Champion Fibre Company all of the timber standing, lying and being on the two tracts of land hereinbefore described and which were conveyed by Mary C. Bryson and husband, T. D. Bryson, to the grantees in this deed. This deed also conveys all necessary rights of way for all kinds of roads, flumes, chutes and the right to construct all necessary buildings, mills, etc; for transporting and manufacturing the timber sold on said land and all other timber or forest products owned by the Champion Fibre Company for a period of thirty years from July 1, 1918. This deed is recorded in Swain County. Page 372 of this Abstract.

15. Tract 132 has been in long continuous occupation as will be shown by the affidavit of _____ set out on page _____ of this Abstract.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

Samuel L. Love R. V. Welch R. G. A. Love W. L. Hilliard	(same)	(same)
T. D. Bryson		

1. Kind of Conveyance **Bond for Title**
 3. Is it properly executed **yes**
 5. Before what Officer acknowledged **Proven P. J.**
 7. If irregular, copy in full on back
 9. Date of acknowledgment **11-4-79**
 11. Did officer affix Seal **no**
 13. Does conveyance contain covenants—
 (a) of seizin
 (b) power to convey
 (c) against encumbrances
 (d) against claims of all others
 17. Habendum clause (Quote fully)

2. Date of Conveyance **5-23-78**
 4. Date of Entry and No.
 6. Acknowledgments, regular
 8. Did all grantors acknowledge **yes**
 10. Was privy examination of wife taken **yes**
 12. Was order of probate correct **yes**
 14. Date of filing for record **11-17-79**
 15. Book **2** Page **195**
 for **Swain** County
 16. Does deed contain any special limitations, provisions
 or restrictions

Exact Description of Property

The undersigned do this day sell to T. D. Bryson one thousand acres of land on Deep Creek in Swain County and adjoining lands lately purchased from Wm. H. Thomas and now occupied by Samuel Elliott at 33 $\frac{1}{2}$ cents per acre and also one hundred acres adjoining Geo. Shuler on Deep Creek where Joe Feather lives at \$1.50 per acre and we authorize E. Everett to make deeds in pursuance to a power of attorney effected reserving $\frac{1}{4}$ of the mineral in the lands this 23rd of May 1878 the said parties acknowledge the payment therefore by a credit of \$120.00 on R. V. Welch's note and \$363.00 on Samuel L. Love's note to be surveyed at the cost of the undersigned.

This 23rd day of
May 1878.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

Wm. H. Thomas	Wm. H. Thomas	Wm. H. Thomas
Col. T. D. Bryson		

Grantors

1. Kind of Conveyance..... **Agreement**
2. Date of Conveyance..... **9-21-68**
3. Is it properly executed.....
4. Date of Entry and No.....
5. Before what Officer acknowledged.....
6. Acknowledgments, regular..... **Yes**
7. If irregular, copy in full on back.....
8. Did all grantors acknowledge..... **Yes**
9. Date of acknowledgment.....
10. Was privy examination of wife taken.....
11. Did officer affix Seal.....
12. Was order of probate correct.....
13. Does conveyance contain covenants—
(a) of seizin.....
14. Date of filing for record.....
15. Book Page.....
16. Does deed contain any special limitations, provisions
or restrictions.....
- (b) power to convey.....
- (c) against encumbrances.....
- (d) against claims of all others.....
17. Habendum clause (Quote fully).....

Exact Description of Property

I agree to let Col. T. D. Bryson have the unimproved Martin tract of land on Deep Creek including 100 acres to be run in a square or oblong square to include the Martin Improvement for the sum which the land and improvements may be valued to be worth at green back prices by John Millsaps, William Cathey, Lt. Wm. Morris or a majority of them.

And I agree to make a title for said land to the said Bryson or his assigns upon credit being given on our contract. Green back rates.

September 21, 1868.

(Sgd) Wm. H. Thomas.

We the undersigned referees have examined the land and value the same at \$150.00 in green back.

October 24, 1868.

(Sgd) Wm. Morris
John A. Millsaps
Wm. H. Cathey.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble

As Signed

As Acknowledged

Mary C. Bryson and husband Thadiuss D. Bryson	M. C. Bryson T. D. Bryson	M. C. Bryson T. D. Bryson
Hariette Artie Bryson Thadiuss Dillard Bryson Daniel Rice Bryson Mary Greenlee Bryson		

1. Kind of Conveyance Warranty Deed
 3. Is it properly executed yes
 5. Before what Officer acknowledged proven C. S.
 7. If irregular, copy in full on back
 9. Date of acknowledgment 8-1-11
 11. Did officer affix Seal no
 13. Does conveyance contain covenants—
 (a) of seizin yes
 (b) power to convey yes
 (c) against encumbrances yes
 (d) against claims of all others yes

2. Date of Conveyance 9-16-84
 4. Date of Entry and No.
 6. C. Acknowledgments, regular proven
 8. Did all grantors acknowledge yes
 10. Was privy examination of wife taken no
 12. Was order of probate correct yes
 14. Date of filing for record 8-1-11
 15. Book 37 Page 74 County.
 16. Does deed contain any special limitations, provisions
 or restrictions see habendum

17. Habendum clause (Quote fully) To have and to hold the aforesaid three described tracts of land together with all the privileges and appurtenances, tenement and hereditaments belonging or in any wise appertaining from thenceforth the death of the said M. C. Bryson unto the said Hariett Artie Bryson, Thadiuss Dillard Bryson, Daniel Rice Bryson, Mary G.

Exact Description of Property
Bryson parties of the second part their heirs and assigns in fee simple forever provided however that neither of the grantees above named are empowered by this deed to sell any part of said land during the minority of any of the grantees then living but they are hereby restrained from so doing until the youngest then living arrive at the age of 21.

FIRST TRACT:

lying on the waters of Deep Creek known as the Elliott place; BEGINNING on a pine in the line of a 100 acre tract bought by T. D. Bryson from W. H. Thomas, and then runs North 62° East 229 poles to a stake; thence North 28° West 439 poles to a stake; thence South 62° West 389 poles to a stake; thence South 28° East 389 poles to a stake in the line of said 100 acre tract; then with its line North 62° East 160 poles to a chestnut its beginning corner; thence with line South 28° East 50 poles to the BEGINNING, containing 1124½ acres more or less as per survey of S. M. Parker and map of this survey made in June 1918.

SECOND TRACT:

BEGINNING on a chestnut and runs South 28° East 90 poles to a stake passing a pine the beginning corner of a 1000 acre tract bought by T. D. Bryson from the Executors of Jas. R. Love and R. V. Welch at 50 poles; then South 62° West 180 poles to a stake; then North 28° West 90 poles to a stake; then North 62°

East 180 poles to the BEGINNING, passing corner of the
said 1000 acre tract 120 poles containing 100 acres.

THIRD TRACT is outside the Park line.

606 City Building,
P. O. Box 1232,
Asheville, N. C.
September 4, 1930.

Judge P. D. Bryson,
Duke University,
Durham, N. C.

Dear Sir:

I am going to have to be in Greensboro about the twentieth of this month, and if I could arrange the trip a day earlier, I would be glad to call on you about the nineteenth, if you will be at the University.

I would like to talk some with you in regard to the Deep Creek property.

Kindly let me hear from you.

Yours truly,

NORTH CAROLINA PARK COMMISSION

By

W. H. Woodbury,
Purchasing Agent.

WHW:H

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

September 22, 1930.

REPORT ON THE T. D. BRYSON TRACT - NO. 132, 1110.14 ACRES.

LOCATION: This tract is located at the forks of Deep Creek, about 10 miles from Bryson City.

DESCRIPTION: A tract of mountain land from which the timber rights have been sold for a period of 30 years, from 1919, the Champion Fibre Company owning said rights and rights of way over the property. About 100 acres of this land, which is level, has been cleared and cultivated in the past, although it is now lying idle. From the growth upon it, it appears that it would be productive. There is quite a quantity of rolling land on which there is a good growth of young timber. However, the three-fourths of the tract is steep, rough land.

IMPROVEMENTS: Improvements are small cabin, not in very good repair, and an old barn.

VALUATION:

100 acres of flat land, cleared,	\$3000.00
Cabin and barn	150.00
1100 acres cut-over woodland,	4000.00
Total	\$7150.00

This tract of land is so located that it controls the entire operation of Deep Creek, and if fishing rights are worth anything, then the property is a bargain at this price. However, it was bought in connection with another tract owned by the same party, for which a liberal price was paid, but taking the two together, it is still a good bargain, and the appraisers ask your approval.

John D. Moore
H. H. Moore

APPRaisERS.

September 15 1930

Mr. W. H. Woodberry
Ashville N.C.

Dear Sir:-

I found your letter on my desk
upon my return to my office, hence
delay in replying.

I will be glad to see you as per
your suggestion. I will either be at
my home in Hope Valley or at my
office on the new campus. My office
is room 207-205, Law building, my
phone number, residence, J. 7979.

Yours truly
J. D. Dryson

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

September 22, 1930.

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

Dear Will:

Please investigate the Bryson tracts, number 132 and 171, also the Hoy Thomas tract, number 133, and if there are any mineral interests in these tracts, please let me know. Also they are to be put in the present condemnation suit.

I have traded with T. D. Bryson for his one-third interest in the Hoy Thomas tract for \$250.00, and if you see Hoy Thomas and he cares to accept \$500.00 for his two-thirds interest, please close the deal with him. If he does not care to do this, we would like to have it put in the present condemnation suit.

I am satisfied I have closed the deal for the Bryson interests in tracts number 132 and 171, but for the present do not want to disclose it.

Yours truly,

W. H. Woodbury.

WHW:H

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

September 27, 1930.

Judge T. D. Bryson,
Duke University,
Durham, N. C.

Dear Thad:

I was down at Bryson City last week and your son told me that he and the Doctor were going to see you the coming week, and I want to advise you that the Park Commission meets on the 6th, and I will be very glad to have your proposal in writing according to the data we talked about, so that it can be presented to them at that time. The Commission only meets once a month, and by having this so they can act on it, the matter will not be delayed.

I found out that there is an outstanding mineral interest on the 1100 acre tract, and as we are starting a general condemnation suit to clean up a lot of mineral interests in Swain County, this will be included, and as it will not cost you anything, I assume that it will not be objectionable.

Awaiting an early reply, I am

Sincerely yours,

W. H. Woodbury,
Purchasing Agent.

WHW:S

October 10, 1930

Mr. W. H. Woodbury
606 City Building
Ashville, N. C.

My dear Woodbury:

I have delayed answering your letter of the 27th in order that I might receive information from the doctor. I think he and I both agree to accept the price of \$6.50 per acre for the 1100 acre boundary and \$2000. for the 50 acre spruce tract provided such sum in the aggregate is paid to us upon delivery of the deed.

As to the 100 acres owned by Thomas and myself, as I stated to you, while the price that you suggest is not as much as we might expect, still, in consideration of other matters, I am willing to accept the same.

If the Park Commission agrees as per our conversation and this letter then you may cause a deed to be prepared with myself and wife, Zulia K. Bryson; D. R. Bryson and wife, Annie Bryson; and Mary G. Tipton and husband, William H. Tipton as grantors. I will, upon receipt of such instrument, cause its execution in due form as soon as possible. It may be probable that it will have to be sent to China for Mr. and Mrs. Tipton's signatures.

As to the Thomas-Bryson land of which I own a third interest, a deed should be prepared with myself and wife as grantors and forwarded to me at this place for signatures.

I trust that we may get these matters disposed of within a reasonable time.

I note the condemnation proceedings in regard to mineral interests alone. I think we discussed this fully when you were here.

With kindest regards, I am

Yours truly,

J. D. Bryson
T. D. Bryson

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

October 13, 1930.

Judge T. D. Bryson,
Duke University,
Durham, N. C.

Dear Thad:

Yours of the 10th received, confirming our conversation on the properties which are owned by yourself and the Bryson Estate. The same is satisfactory and I am authorized to close it.

The Commission met on the 6th, and they left the matter in such shape, so that the proposition could be accepted provided it was agreeable all around.

I am enclosing you deed for your interest in the Thomas Tract, which, if you will have executed by yourself and wife and return to me personally, I will see that it is held until check has gone forward to you for same. This will close that transaction without any delay.

As for the lands owned by the Bryson Estate, we will have to have Mr. Weaver prepare the deed and decide whether it is best to send it to China or not. It will depend upon his opinion in regard to it. However, this matter will have as prompt attention as possible. I see no reason for any considerable delay.

We would like to have access to the contract which you made with the Champion Fibre Company on the 1100 acre tract. There is of record a short paper which does not set out the facts, but mentions another paper enough to give one notice. Therefore it will be necessary for Mr. Weaver to see the contents of this paper. Will you kindly send it to us if you have it, or advise your boys to look for it at Bryson City and turn us over a copy.

I appreciate the spirit in which you have met me on this tract and assure you that I am very glad indeed to know that this matter is in the way of being amicably settled.

Very sincerely yours,

W. H. Woodbury,
Purchasing Agent.

W.H.W:S

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

October 13, 1930.

Mr. Will W. Wiggins,
Bryson City, N. C.

Dear Mr. Wiggins:

We have closed a deal with Judge T. D. Bryson for the Bryson Estate for Tracts Nos. 132 and 171, for the lump sum of \$9,150.00 for their entire interest in both of these tracts, and would like to put the proposition through as quickly as possible.

There is a contract outstanding with the Brysons and the Champion Fibre Company for the timber on Tract No. 132, which is not of record, although there is a paper of record serving notice that there is a contract. Therefore, we should have access to the contract, so that Mr. Weaver can make up his opinion as to the title. We have written Judge Bryson for this, or if he hasn't it in his possession, to have his boys turn it over to us. If this is done, will you kindly have a copy made of it?

Also we would like to have a copy of the power of attorney given to D. R. Bryson by Mary G. Tipton and husband, William H. Tipton, in order that Mr. Weaver may judge as to accepting this signature rather than having the deed sent to China to be executed.

As for Tract No. 171, it shows on our list as being owned in common by the Bryson Estate and Champion Fibre Company. This, of course, will have to be determined, so it will be included in the deed.

Tract No. 133, known as the Hoy Thomas Tract, is owned by Hoy Thomas and T. D. Bryson individually. Therefore, a separate deed will be made for this tract for Judge Bryson's interest, which he claims to be one-third, the lump sum of \$250.00 being named as payment for same. I understand that the title to this tract has been passed by Mr. Weaver, and if so, will you please let us know promptly? You might prepare a deed for Judge Bryson's interest in this tract and send it here, so that we could forward it from here with such correspondence as we would like to send. We are trying to get the information in regard to this latter tract over the telephone today, and of course, if we get it, we will prepare the deed here.

Yours very truly,

W. H. Woodbury,
Purchasing Agent.

WHW:S

Analysis of Title
Champion Fibre Co. and Bryson
Tract No. 171.

1. Tract No. 171 is entirely covered by Grant 293 issued to Solomon Newton on October 18, 1858. This grant is recorded in Jackson County in Book 2, page 141. Page _____ this abstract.

2. On March 18, 1858, Solomon Newton executed a deed conveying this tract of land by metes and bounds to John A. Millsaps and J. A. Thompson.

If Solomon Newton had a wife at that time she failed to join in the deed. It is impossible at this late date to determine whether or not Newton was a single man. However, she would only have held a dower right, which would only exist during her lifetime and no doubt she is long since dead. This deed is recorded in Swain County. Page _____.

3. On April 22, 1869, J. A. Thompson, executed a deed by metes and bounds for this tract of land to T. D. Bryson, being a one-half undivided interest. This deed is recorded in Swain County. This deed was executed without the joinder of Thompson's wife. However, the same explanation would apply in this case as in the case of the deed from Newton to Millsaps aforesaid. For copy of this deed see page _____ of this abstract.

4. On September 2, 1886, E. Everett, Executor of Estate of John A. Millsaps, deceased, executed a deed to William Estes for an undivided one-half interest in this tract of land, same being described by metes and bounds. This deed is recorded in Swain County. Page _____ of this abstract.

5. On November 27, 1917, William Estes executed a deed to Harris-Woodbury Lumber Company for an undivided one-half interest in this tract. This deed is recorded in Swain County, page _____ of this abstract.

At this time William Estes was a single man, his wife having died some years prior to this time. This undivided one-half interest passed to Champion Fibre Company by deed from Harris-Woodbury to Champion Fibre Company, which is set out in the abstract of Tract No. 1 page _____.

October 15, 1930

Mr. W. H. Woodbury
Asheville
North Carolina

My dear Woodbury:

I am just in receipt of your letter advising me of the action of the Park Commission and enclosing deed for my interest in the 100 acre tract of land. This deed I am enclosing, signed and acknowledged. Please send check for same at your convenience.

I have written to the Doctor as per your letter and have no doubt but that he will concur in the proposition as understood between us. I have also written to the boys to get the Champion Fibre Company contract and submit it to you and Weaver. In the event that Weaver decides that the deed for Mr. & Mrs. Tipton should be executed in China, and candidly if I were in his position I would be inclined to this view, I would suggest that a deed be prepared with Doctor and myself as grantors for a two-third interest in the property which could be executed and delivered with little or no delay; and that a separate deed be prepared for execution by Mr. & Mrs. Tipton for their interest which could be forwarded to China for their signatures and acknowledgment. I simply make this suggestion for personal reasons, that is, that I have always been able to use whatever money I could get hold of and I am always glad when that moment arrives. I presume most of us would adopt that attitude. Personally, I would like to get my money with the least possible delay, as there are several places I could use it. Consider this suggestion and see what you think about it.

There is no suggestion but what Mr. & Mrs. Tipton are willing to do whatever Doctor and myself recommend. In fact, they should be more anxious to negotiate this sale than we are as their son, as you know, is with me, a student at Duke University, and funds are needed to defray his college expenses.

I echo your sentiments of gratification that this matter has been disposed of with harmony and accord and that such friction as was possibly anticipated has not arisen. It is a pleasure to do business with you as I have always found, and I have never had the slightest doubt but that if the matter was left to you we could arrive upon a satisfactory plane, and the results prove the correctness of my surmise.

I am always glad to meet you either upon questions of business or friendly conversation and I am sure that these friendly relations will continue as between you and me in the future.

With kindest regards,

J. D. Bryson
T. D. Bryson

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

October 17, 1930.

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

Dear Mr. Wiggins:

Please let us know the amount of tax now due on the Hoy Thomas Tract, #133, and the T. D. Bryson, et al Tracts #132 and #171.

Also let us have the amount of taxes due on the Marion Epley Tracts # 143 and #143 A.

Yours truly,

W. H. Woodbury

WHW:H

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

October 20, 1930.

Mr. T. D. Bryson,
Duke University,
Durham, N. C.

Dear Thad:

Yours of the 15th received with deed for your interest in the Hoy Thomas Tract, and check for \$250.00 will be forthcoming in the next two or three days.

I am enclosing deed which Mr. Weaver has suggested for the other tract, and which I trust will meet with your approval. Both you and the Doctor will have to sign as Agent and Attorney-in-Fact for Mr. and Mrs. Tipton and the acknowledgements for the same. After you execute this deed, you can send it to the Doctor and I will arrange to secure it from him.

I can assure you that as far as I am concerned there will be no delay, and Mr. Weaver tells me that he believes that it will be satisfactory to take the deed this way, but that he would like to have a deed from Mr. and Mrs. Tipton to follow as soon as possible, but that he would not delay the matter provided you went ahead and secured this deed.

I am enclosing a deed for Mr. and Mrs. Tipton which you can mail them with such instructions as you think best. Personally, I am not familiar with what procedure is necessary as to the taking of an acknowledgment in China, but you will know and it will be appreciated if you will fully instruct them about it. This deed can also be sent to the Doctor and can be secured from him on its return.

I thank you for your kind expressions and trust that our future relations, both personal and business, will always remain pleasant.

Sincerely yours,

W. H. Woodbury.

W. H. Woodbury.

Duke University
DURHAM
NORTH CAROLINA

October 22, 1930.

Mr. W. H. Woodbury,
Box 1232,
Asheville, N. C.

My dear Woodbury:

I am in receipt of the deed prepared and have executed the general deed and am forwarding it by today's mail to Doctor at Bryson City. I suggest that you call upon him in the near future as he will, I think, execute the deed as soon as he receives it, although, as I wrote you, he has never definitely stated that he would accept this price. I think, however, beyond question it will be satisfactory to him. As soon as I learn that he has executed this deed I will forward the other to Mrs. Tipton in China, with instructions as to how to execute and acknowledge it. It will take about six weeks or two months time to get the deed back from China.

The check for the Thomas land was received in due course. Thanks.

Yours truly,

T. D. Bryson

T. D. Bryson

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

October 24, 1930.

Judge T. D. Bryson,
Duke University,
Durham, North Carolina.

Dear Thad:

Yours of the 22nd received, and will say in reply that I called on Dr. Bryson Wednesday and had quite a conference with him. He is not exactly satisfied and is taking the matter under advisement. He wants to appear before the Commission at its next meeting as to the subscription, and we are to notify him in plenty of time. My information now is that they will meet on the 8th of November.

As I understood you to say, the prices paid are satisfactory, in fact, you said you thought they were liberal. Also that you would take the matter up with the Commission as to the question of the subscription made by you and that you would abide by their decision. I hope you will do this so that whatever action you take might be considered at its next meeting.

I suggest that you forward the Tipton deed to China with instructions as to execution and acknowledgement so as to have it ready as early as possible. It can do no harm as the deed will be in your possession until the trade is closed, and it might facilitate matters later on should there be any delay. Since my last letter I have understood that there were some questions as to the proper acknowledgement of the power of attorney, and while Mr. Weaver is willing to pass the title on the understanding that he is assured the Tipton title will come forward, yet he is in the midst of a campaign and might have an excuse that he did not thoroughly understand the proposition and would want to look further into it after the campaign is over.

However, I am very sure that the entire matter can be expedited and that you and the Doctor will make it a point to meet with the Commission or have the matter come before them, so that it can be decided on the 8th. It certainly will help that much.

With kind regards, I am,

Yours truly,

W. H. Woodbury

D. R. BRYSON. M. D.
BRYSON CITY. N. C.

10/26, 30

W.W.Woodberry,
Asheville, N.C.

Dera Sir; I have the deeds on hand and if you will
bring out a ck. for the \$9000. we can settle, Otherwise let me
know.

Yours

D. R. Bryson

October 27, 1930.

Mr. W. H. Woodbury,
P. O. Box 1232,
Asheville, N. C.

Dear Sir:

Your letter of October 24 is before me. I am somewhat surprised at the tenor thereof, as it is not at all in keeping with the proposition that I tentatively made and that you, as agent for the Commission, wrote me would be acceptable.

The language of my letter was in effect that while I had no definite information from the Doctor, I thought he would agree to the \$6.50 per acre for the 1100 acre tract and \$2000.00 for the 50 acre tract, provided the aggregate sum of the two tracts was paid upon delivery of the deed. Your reply was that you had been authorized by the Commission, if the Doctor agreed, to close the negotiations upon these terms. It seems now that we have all misunderstood each other.

It is impossible for me to leave my work here at any time in the near future. I would like to know how there could have been any misunderstanding of my letter, and certainly there could not be any of yours.

I would like to hear from you at your convenience.

Yours truly,

T. D. Bryson

T. D. Bryson

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

October 30, 1930.

Dr. D. R. Bryson,
Bryson City, North Carolina.

Dear Dr. Bryson:

Answering yours of the 26th in view of the way this matter now stands, I think it will be best for you to appear before the Commission as was suggested in my recent talk with you. The next regular monthly meeting of the North Carolina Park Commission will be held in its office at 606 City Hall on November 8th, at 11 A. M. Should there be any change, you will be advised.

I assure you I shall be very glad to help out in any way that I can.

Yours truly,

W. H. Woodbury

WHW:H

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

October 30, 1930.

Judge T. D. Bryson,
Duke University,
Durham, North Carolina.

Dear Thad:

Yours of the 27th received. I regret very much that there has been any misunderstanding, as our discussion in your office was apparently frank and open. On my return from Durham I put the whole matter before the Commission as it was talked, and on the strength of this discussion, they authorized me to close the deal with you. The question of the subscription was discussed in your office and you told me that you were willing to put the matter before the Commission and abide by their decision, and I suppose this is one of the reasons they readily allowed me to close the deal with you.

Your letter did not say anything whatever about this subscription and I naturally supposed you would carry out the matter as was talked.

I can assure you that as far as I am concerned, I want to see the deal closed, and that I will do anything I can in regard to it, but as I stated to you, I have no authority to handle this subscription matter in any way. It is my duty simply to try to agree with the owner on the price of the property and after this agreement is reached, to undertake to make a settlement. Inasmuch as the subscription matter has been brought into it, it would appear to me that the best thing to do is for this question to be determined before the matter proceeds any further. However, I feel sure that the Commission would handle it with an open mind, and I would be very glad to have you with them at their next meeting on November 8th, at 11 A. M. if you can see your way clear to come.

Further assuring you that I hope the matter will be closed to the satisfaction of all parties, I am,

Yours truly,

W. H. Woodbury

WHDW:H

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

December 15, 1930.

Dr. D. R. Bryson,
Bryson City, N. C.

Dear Dr. Bryson:

With reference to the settlement of the Bryson Estate, I wish to advise that the Commission did not consider any business at Knoxville on Saturday, because the transaction of business pertaining to the North Carolina side would not have been regular.

Inasmuch as your tract has been approved by the Commission, I am still hopeful we will be able to work out some scheme of getting it settled before the next meeting of the Commission on the 10th of January.

I will be glad to advise you further in this matter, if I am able to develop anything.

Very sincerely yours,

Verne Rhoades,
Executive Secretary.

VR:S

State of North Carolina
Department of Attorney General
Raleigh

DENNIS G. BRUMMITT, ATTORNEY GENERAL
ASSISTANT ATTORNEYS GENERAL:
FRANK NASH
WALTER D. SILER

14 January 1931.

N. C. Park Commission,
#606 City Building,
Post Office Box #1232,
Asheville, N. C.

Dear Sirs:-

Your letter of January 12, enclosing copies of two subscription forms, filled out by the Bryson Estate, Bryson City, N. C., through Doctor Bryson, who appears to be agent of the estate received. There were two of these subscriptions, one dated November 28, 1925 and the other March 30, 1926. The November subscription is for \$2,000 in land, while the March subscription is for \$1,000 in land. The consideration recited in each of these subscriptions were the gifts of others and for the purpose of securing a National Park in the Great Smoky Mountains.

Although the November subscription was signed "Bryson Estate, per D. R. Bryson" whereas the March subscription is signed simply "Bryson Estate", yet, as both these subscriptions are in the handwriting of D. R. Bryson, we think this variation in the signature does not have any legal effect, under the circumstances, as will appear in the further discussion.

The Commission created by the Great Smoky Mountain Park Act, chapter 48 Public Laws 1827, was, in section 2, authorized to collect any unpaid balances of pledges or subscriptions made to the Great Smoky Mountains National Park, under the previous organization, known as "Great Smoky Mountains, Inc." and so has authority to collect all such subscriptions that are valid for the purposes stated in the act.

We understand that this estate is owned by three heirs, all of whom are *sui juris*.

There are quite a number of serious questions involved in the determination of the present validity of this subscription. There is one that, it seems to us, insuperable, so far as our present information extends. If the Bryson Estate, composed of the three owners of it, contest the right of the Park Commission to enforce this subscription, it seems to us that the way it is written, it is a contract to convey land of a certain value. There is nothing on the face of the contract itself which in any adequate way identifies the land so that conveyance thereof could be made. If it is said that the contract is to be interpreted in the light of the circumstances under which it was made and that, therefore, there would be read

into it \$3000 worth of land located in the proposed park, the very form of the contract shows that it was not all the lands located in the proposed park but only a part thereof. If this is true, the contract is so void that it cannot be aided by parol evidence, under the statute.

If this contract had been made ^{after} the creation of the Park Commission and so, after the enactment of chapter 48 of the Public Laws 1927, it would probably have been interpreted in the light of the provisions of that act—that is, that the Park Commission was to secure land of the Bryson Estate included in the park area, either by contract to purchase or by condemnation proceedings. The quantity and value of this land belonging to the Bryson Estate, within the park area being more, perhaps much more, than the \$3000 in the subscription, the contract would be interpreted—not as a contract to convey land, but as a contract to subtract from the agreed price for the land in the park area the sum of \$3000, or, if there was no agreed price, but the Park Commission was compelled to resort to condemnation proceedings, in order to secure the land, that the amount of money due the estate, ascertained by these proceedings should be reduced by \$3000. The subscription, however, was made some year or two before the enactment of the law of 1927 and so it was a plain promise to convey \$3000 worth of land within the proposed park area and so void, under the principles hereinbefore enunciated as applicable to the contract, under the circumstances.

It may be, however, that there will be no resistance to the enforcement of this subscription, but that the parties are still willing to abate the purchase price of the land by the \$3000 represented by the subscription.

These are the facts of whose truth we are not certified. It would be well, therefore, in the first instance, to approach the parties and ascertain whether they are willing to abide by the contract, in the light of the Act of 1927.

Yours very truly,

DENNIS G. BRUMMITT
Attorney General

BY *Frank Nash*
Asst. Attorney General

N/U

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

January 16, 1931.

Dr. D. R. Bryson,
Bryson City, N. C.

My dear Dr. Bryson:

You probably expect to hear from me this week in regard to the matter of the purchase of the Bryson property, as I told you that the Commission would act on it at its Raleigh meeting last Saturday.

They have the matter up, and I hope to be able to give you a definite answer in a very short time.

Assuring you that I feel that the matter will come out satisfactorily, I am

Very truly yours,

W. H. Woodbury,
Purchasing Agent.

W.H.W:S

Bryson Estate

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

February 7, 1931

The National Bank of Commerce,
Asheville, N. C.

Dear Sirs:

We herewith hand you check of the North Carolina Park Commission, signed by P. D. Ebbs, Treasurer, and countersigned by Mark Squires, Trustee, being check No. 3281, for \$2,569.97, payable to D. R. BRYSON, Agent and Attorney for MARY G. TIPTON and husband, WILLIAM H. TIPTON, which check you will please deliver to D. R. BRYSON, Agent and Attorney for said MARY G. TIPTON and husband, WILLIAM H. TIPTON, upon the delivery of a deed from said MARY G. TIPTON and husband, WILLIAM H. TIPTON, for their interest in tracts No. 132 and 171, as shown by the survey of the Smoky Mountains National Park, and referred to in said check, this deed to be satisfactory to the attorneys of the North Carolina Park Commission insofar as execution and acknowledgment are concerned.

Very truly yours,

NORTH CAROLINA PARK COMMISSION

By

Verne Rhaades
Verne Rhaades,
Executive Secretary

D.R. Bryson
Agent and Attorney for
Mary G. Tipton and husband
William H. Tipton

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

February 7, 1931

Mr. V. A. Browning,
Clerk Superior Court,
Swain County,
Bryson City, N. C.

Dear Mr. Browning:

Please probate and put the enclosed deed from T. D. Bryson and others, to the State of North Carolina to record, and have it returned to us by the Register of Deeds as early as convenient.

Yours truly,

W. H. Woodbury

WHW:H

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

September 2, 1931.

Register of Deeds,
Swain County,
Bryson City, N. C.

Dear Sir:

We are enclosing herewith a deed from
Mary G. Tipton and husband, Wm. H. Tipton, to
the State of North Carolina, dated July 30, 1931.

Please have this deed probated and re-
corded in your office.

Very truly yours,

Verne Rhoades,
Executive Secretary.

VR:S

Encl.