

Analysis of Title

Tract 133.

Hoy Thomas and T. D. Bryson - 105.30 acres.

1. This tract is covered by grant 587 issued to Love, Battle and Welch on December 8, 1859. The title to this tract is identical with that of tract 172 - the Norwood Lumber Company lands down to and including two deeds from W. L. Hilliard and others, heirs at law of J. R. Love, Deceased, R.G.A. Love, Deceased and R. V. Welch to Clarke Whittier. The first of these deeds is set out on page 57 of the Abstract of title to Tract 172 and the second on page 64 of said abstract. The title down to and including the said deeds to W. L. Hilliard and others to Clarke Whittier appear in said Abstract of tract 172 on pages 46 to 86 inclusive.

2. Clarke Whittier died having executed a will dated April 21, 1886 and the codicil thereto dated April 19, 1887, in which he appointed his wife Anne McKenzie Whittier and W. W. Whittier as executors with full power to sell, exchange and make title to his lands including the lands situated in Swain County, North Carolina. This will is set out on page 87 of the Abstract of title of Tract 172. The said Anne McKenzie Whittier and W. W. Whittier, who were non-residents of North Carolina did not qualify as such executrix and executor by giving bond as provided by the laws of North Carolina and a proceeding was begun before the Clerk of the Superior Court of Swain County to have them removed as such executrix and executor. This application was made on behalf of C. E. Graham & Company and others who were the creditors of Clarke Whittier and on October 7, 1889 an order was entered in said proceeding removing the said Anne McKenzie Whittier and W. W. Whittier as such executrix and executor and appointing E. Everett as Administrator, C.T.A. and requiring him to execute a bond in the sum of \$31,000.00. Under this order said Everett qualified as such Administrator, C.T.A. of Clarke Whittier. This proceeding is set out on page 89 of the Abstract of Tract 172.

3. In the deed from W. L. Hilliard and others to Clarke Whittier which conveys all the lands covered by grant 587, a large number of tracts are excepted, the deed stating that these tracts were excepted out of the boundary described as lands which had been sold for which bonds for title had been made. Under these exceptions appears an exception to W. L. Watkins, No. 23, for a tract of 100 acres on Deep Creek. The description of which covers tract 133. This exception appears in said deed on page 82 of the Abstract of Tract 172.

4. There is no bond for title of record from W. L. Hilliard and others to said W. L. Watkins and no conveyance as far as we have been able to find from him to any person.

5. The next conveyance found is a deed from E. Everett Administrator, C.T.A. of Clarke Whittier to Forrest McCracken dated August 7, 1900. This deed conveys a tract of 100 acres covering the same lands mentioned in the exception to W. L. Watkins and being identical with tract 153. This deed is recorded in Swain County. Page 379 of this Abstract.

6. F. C. McCracken and wife, M. W. McCracken, by deed dated February 27, 1912, then conveyed to C. E. Wilhicle, C. Thomas and T. D. Bryson, this tract of 100 acres, the description being the same as in the deed from E. Everett, Administrator to Forrest McCracken. This deed is recorded in Swain County. Page 380 of Abstract.

7. C. E. Wilhicle and wife, Caldonia Wilhicle, by deed dated July 5, 1915, conveyed their undivided one-third interest to C. Thomas in this 100 acre tract. This deed is recorded in Swain County. Page 381 of this Abstract.

8. Cas Thomas died having executed a will dated January 18, 1918, in which he devised and bequeathed all his property both real and personal wherever situated to his wife, Hattie Thomas. This will is proven upon the oath and examination of C. E. Randall and Lillie Rowe Frye, who were the attesting witnesses and is recorded in Will Book 1, page 460 of the records of wills of Swain County. It is set out on page 382 of this Abstract.

9. Hattie Thomas by deed dated July 13, 1919, conveyed to Hoy Thomas, a two-thirds undivided interest in the same lands. This deed is recorded in Swain County. Page 383 of this Abstract.

10. The effect of the foregoing conveyances is to vest a one-third undivided interest in T. D. Bryson and the other two-thirds in Hoy Thomas.

11. There has also been long continuous adverse possession upon this tract as will appear from affidavit shown on page of this Abstract.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

September 22, 1930.

REPORT ON ONE-THIRD INTEREST IN THE HOY THOMAS TRACT, NO. 133, OWNED
BY T. D. BRYSON, 103.30 ACRES.

LOCATION: This tract is located just below the forks of Deep Creek, about 10 miles from Bryson City, and adjoins tract #132.

DESCRIPTION: A tract of mountain land which has been cut over, and except for a small portion along the banks of the creek, the land is steep.

IMPROVEMENTS: There are no improvements.

VALUATION: The purchase price on the one-third interest, as agreed upon, was \$250.00, and the appraisers ask your approval.

NORTH CAROLINA PARK COMMISSION

CREATED BY THE STATE OF NORTH CAROLINA

TO ESTABLISH A NATIONAL PARK IN

THE GREAT SMOKY MOUNTAINS

EUGENE C. BROOKS, RALEIGH
D. M. BUCK, BALD MOUNTAIN
JOHN G. DAWSON, Kinston
PLATO D. ERBS, ASHEVILLE
R. T. FOUNTAIN, ROCKY MOUNT

MARK SQUIRES, CHAIRMAN, LENOIR
EUGENE C. BROOKS, SECRETARY, RALEIGH
VERNE RHOADES, EXECUTIVE SECRETARY, ASHEVILLE

J. A. HARDISON, WAKEFIELD
STUART W. CRAMER, JR., CRAMERTON
J. ELMER LONG, DURHAM
HARRY L. NETTLES, BUTMORE
E. S. PARKER, JR., GREENSBORO
MARK SQUIRES, LENOIR

Thomas, Hoy tract
Tract 133

Bryson City, N. C.
December 16, 1930.

Mr. Rhoades;

Attached find report on Hoy Thomas tract. If you have heard the remarks of some of our witnesses you will probably be surprised at the volume shown. I did the stripping myself, and I have checked on our old cruise made along with the champions and find the results to check closely. As there is 93 acres of this tract timbered and located along the banks of the best hardwood section of Deep Creek I see no reason for anyone saying that there is absolutely nothing on it---as has been said.

Mr. Montony tells me that he made a mistake when talking to you, or Mr. Woodbury, about the names of good men to use as additional witnesses. He says that Mr. H. L. Hassinger, % of Builders Supply Co., Bristol, Tenn., is the best all round operator he has ever known. Has had long experience in lumber operations from the buying of stumppage to selling the finished product. In his operations he cleared the ground---selling his Byproducts as well as lumber. Montony says that he is the shrewdest type of operator, and that he is the type who makes up his mind quickly with only a glance at the property. Montony thinks we have missed a bet by not having him on the various tracts. Should you decide to use him, have him get in touch here Dec. 31, as we plan to start Suncrest Jan. 1st.

The crew is going over the Deep Creek Ry. today, will go up Noland tomorrow, will then make a report for you and are then going to spend until the 1st taking Xmas with their folks.

Should we get thru with making the report on Champion this week, I will probably leave for home Saturday night or Sunday, unless something comes up that requires me to be here.

Wishing you and family a very merry Xmas

Yours very truly

E. J. Rosser

E. J. Rosser--1930

HOY THOMAS
TRACT # 133
DEEP CREEK

11% Cruise
December 8, 1930

By
E. J. Rosser

Old clearings 10.3 acres
Timbered 93.
103.3

SPECIES VOLUME

Hemlock	31	527	$\times 1 =$	31.53
Chestnut	109	182	$\times 1 \frac{1}{2} =$	163.77
Poplar	20	460	$\times 10 =$	2040.60
Red Oak	6	787	$\times 8 =$	54.30
White Oak	3	348	$\times 4 =$	13.32
Chestnut Oak	51	522	$\times 2 =$	103.04
Birch	2	604	$\times 2 =$	5.21
Maple	7	626	$\times 3 =$	22.57
Basswood	9	486	$\times 5 =$	47.43
Hickory	5	952	$\times 2 =$	11.90
Black Oak	7	626	$\times 2 =$	11.90
White Pine	9	765	$\times 4 =$	380.00
	265	887	bf. 71135	28

7/11.55 247
535
1295
1596
295 247 form

265 887 bf. 7/135 2859 bf per A.

BYPRODUCTS

Hemlock Pulpwood	27	cds	x 12	27	12
Hemlock Bark	44		x 1	44	
Chestnut Acidwood	484		x 50¢	242	-
Chestnut Poles	46		x 50	23	-
Hardwood pulpwood	60		x 51	30	-
Firewood	228				
Chestnut Oak Bark	46	tons	1	46	-
Locust Fence Posts	828			40	
Oak ties	130			13	

711.55
465 -
~~1176.55~~

46 ✓
Larsen 516.50
E. J. Rosser 1693.00 ✓

HOY THOMAS
TRACT # 133
DEEP CREEK11% Cruise
December 8, 1930
By
E. J. RosserOld Clearings 10.3 acres
Timbered 93.
103.3

SPECIES	VOLUME
Hemlock	31 527
Chestnut	109 182
Poplar	20 460
Red Oak	6 787
White Oak	3 348
Chestnut Oak	51 522
Birch	2 604
Maple	7 626
Basswood	9 486
Hickory	5 952
Black Oak	7 626
White Pine	9 765
	<u>265 887 bf.</u>
	2859 bf per A.

BYPRODUCTS

Hemlock Pulpwood	27 cds
Hemlock Bark	44
Chestnut Acidwood	484
Chestnut Poles	46
Hardwood Pulpwood	60
Firewood	228
Chestnut Oak Bark	46 tons
Locust Fence Posts	828
Oak Ties	130

E. J. Rosser

Saw Timber	\$710.26
Products	225.40
Soil	516.50
Total	<u>\$ 1452.16</u>
	2/3
	\$ 968.00, total value for Thomas

Asheville, N. C.,
January 14, 1932.

Mr. Mark Squires,
Lenoir, N. C.
Dear Mr. Squires:

Relative to tract No. 133, two thirds of which is
owned by Hoy Thomas, in Swain County, N. C.

The Finance Committee have authorized me to advance
the award made on this tract \$200.00, but the party refuses to
accept same. However, it is thought that a compromise
can be made for \$250.00, and if you desire settlement made on
this basis, please advise.

Yours very truly,

W. H. Woodbury.

WHW-E

Asheville, N. C.,
January 16th, 1932.

Messrs. Edwards & Leatherwood,
Attorneys-at-Law,
Bryson City, N. C.

Dear Sirs:

We are enclosing herewith check for \$1,400.00, payable to the order of V. A. Browning, Clerk of the Superior Court, in settlement for the Hoy Thomas tract as per judgment, copy of which you mailed us yesterday.

In handing this check to the Clerk will you kindly see if there are any judgments or tax liens against this property, and, if so, see that they are properly removed before they are paid the money.

We are also enclosing you copy of judgment that you mailed us, and will ask that you have Mr. Browning certify this paper filling in proper dates, etc., and hand it in to the Register of Deeds for registration and have the Register send it to us promptly after it is properly registered.

Thanking you for giving these matters your attention.

Yours very truly,

NORTH CAROLINA PARK COMMISSION.

WHM-E

By

Enc.

W. H. Woodbury.

Asheville, N. C.
January 18, 1932.

Messrs. Edwards & Leatherwood,
Bryson City, N. C.

Dear Sirs:

Mr. John C. Calhoun has just phoned us that he has settled with A. T. Blanton for a sum of \$200.00 in excess of the award in his case. According to our records the award was \$1,137.50, and the settlement would mean that we are to pay him \$1,337.50. However, we would want you to look this case up to see that there are no errors, and you will find it in the case of State of North Carolina vs Laura Wiggins, et al.

Please draw a consent judgment the same as you drew in the Hoy Thomas case, and have it properly entered before the Clerk. Also have the Clerk certify to approved copy and mail it to us in order that we may have check drawn to cover as promptly as possible.

In making the compromise with Mr. Blanton it is agreed that he has thirty days in which to remove his fence rails from the place but, of course, we do not want this in the judgment and, if necessary, we will write a letter covering this item.

This leaves the J. L. Williamson case open, and on which he agreed with Mr. Weaver to accept the award and withdraw his appeal, and on the strength of this agreement we sent check to the Clerk which he has never accepted. It would seem to us that if we could prove this fact as to the Weaver conversation that he would have to accept. However, Mr. Williamson signed a pledge for \$200.00 which we feel we will eventually get judgment for and we certainly will not pay any more money into the Clerks hands until we know about this; therefore, if Mr. Williamson would accept and take down the money that is in the hands of the clerk, and withdraw his appeal we will withdraw our suit for the \$200.00 pledge. Please see what you can do.

Kindly notify us as promptly as possible of any other cases to come up at the next court, although we believe this letter states all of them except mineral interest of Stella McCoy.

Yours very truly,
NORTH CAROLINA PARK COMMISSION
By

WHW-E