

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

A-Purchase
Jenkins, W. W.
#134

December 10, 1928.

Mr. J. W. Whisnant,
Bryson City, N. C.

Dear Mr. Whisnant:

The Executive Committee of the Commission has approved the purchase of the W. W. Jenkins tract lying on Noland's Creek. Whenever you indicate that the title to this tract of 86.14 acres is good, I shall be glad to have a check drawn for the proper amount.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S

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

A-Purchase

Jenkins, W.W.
#134

December 10, 1928.

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

Dear Sir:

Your tract on Noland's Creek has been approved for purchase by the Executive Committee of the North Carolina Park Commission, subject to the title being satisfied by Mr. Whisnant as satisfied. Just as soon as the title has been so satisfied, we shall be glad to have a check drawn in your favor for the amount called for in the option.

It might be well for you to get in touch with Mr. Whisnant at Bryson City and see if there is any defect in the title which you may be able to help him correct.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

REPORT ON THE W. W. JENKINS TRACT NO. 134.Location of Tract:

This tract of 86.14 acres is located on Mill Creek, a tributary of Noland Creek, in Swain County, N. C. It is about eight (8) miles from the Southern Railway at Noland, N. C.

Description of Tract:

This tract lies along both sides of Spring House Branch, a tributary of Mill Creek. There is very little level land on the place, but the slopes are gentle to moderate in steepness. The cove fans out at a gradual elevation to the upper end of the tract. There is a small orchard with 45 bearing apple trees and a young orchard with 50 trees. The woodland has been cut over, but the second growth has been cared for and has not suffered to any extent from forest fires. The woodland is of sufficient area and density of stocking to take care of all farm needs. In short, the whole place affords a fine prospect and is a pleasing layout for a mountain farm, which could be used either as an individual farm or develop into a nice summer camp location.

Improvements:

There is one log house, 34 x 36 in size, with 7 rooms. The house itself and partitions are of rough but substantial construction and in a good state of repair. Water has been piped in from a spring. The barn is 30 x 40 in size and in first class condition. There are, in addition, more than two miles of good fencing with locust posts set throughout. The barn and house also are built on locust logs laid on rock foundations. There is an apple storage house and a small apple drying house, both of which are in good condition. Spring House Branch which runs through the tract is quite a bold mountain stream.

Option:

An option has been taken on this tract by the Commission for three (3) months at \$3,300.00.

Valuation:

1	House		\$1,500.00
1	Barn		500.00
1	Apple House		75.00
1	Apple Drying House		50.00
25	Acres Agricultural Land	• \$20.00	500.00
25	Acres Pasture Land	• 15.00	375.00
36	Acres Wood Land	• 15.00	540.00
		Total	\$3,540.00

The appraisers feel that this is a very pleasing mountain farm and well worth the money for which it has been optioned.

Analysis of Title

Tract No. 134.

Tract No. 134 is embraced by State Grants Nos. 152, 20, 114, 408 and 167. We have been unable to connect Grant 408 and 167 which are Foster Grants, with tract No. 134, and as the portion of the locus in quo covered by these two grants is taken care of by long and continuous possession under a separate chain of title, these two grants will not herein be considered. Each of the other grants above named will be considered separately.

State Grant No. 114.

1. State Grant No. 114 was issued to Solomon Newton on the _____ day of _____. It is duly recorded in Book _____ page _____ Jackson County.

The next trace that we have been able to find of State Grant 114 is shown in the next two conveyances.

(a) On December 5, 1901, Judson Allen conveyed to J. U. Wiggins an undivided five-ninths interest in State Grant 114. This deed is duly registered in Swain County.

(b) On December 2, 1898, S. C. Allison and wife, Blanche, conveyed to J. U. Wiggins an undivided one-third interest in State Grant 114 and also in State Grant No. 22. However, State Grant No. 22 does not embrace any portions of tract No. 134. This deed is of record in Swain County. Page 1066 of this Abstract.

2. On January 23, 1903, J. U. Wiggins by deed conveyed to J. J. Combs three tracts of land. The third tract in said deed being Grant No. 114. This deed is duly recorded in Swain County. Page 1067 of this Abstract.

3. On March 24, 1903, J. J. Combs by deed conveyed to the Noland Lumber Company three tracts of land; the third tract in said deed being State Grant No. 114. In said deed it is recited that the Noland Lumber Company is a partnership composed of J. J. Combs, A. J. Combs and W. T. Mason.

4. On September 29, 1903, A. J. Combs conveyed all his interest in the lands described in a deed from J. J. Combs to the Noland Lumber Company. For a description of the land described in this deed see page 1068 of this Abstract. In this deed it is recited that the Monger Lumber Company is a partnership composed of T. Monger, J. M. Burns and C. E. Coxon. This deed is of record in Swain County. Page 1069 of this Abstract.

5. On May 22, 1905, J. J. Combs conveyed to the Monger Lumber Company all his interest in State Grant No. 114. This deed also recites that the Monger Lumber Company is a partnership composed of T. Monger, J. M. Burns and C. E. Gordon.

6. On November 30, 1905, T. Monger, J. M. Burns and C. E. Gordon, trading and doing business as the Monger Lumber Co. and T. Monger and wife, Willie K. Monger, J. M. Burns, C. E. Gordon and wife, Lucy Stearnes Gordon, as individuals conveyed to W. T. Mason State Grant No. 114. See page 1070 of this Abstract.

7. On June 9, 1912, W. T. Mason executed and delivered to Zebulon Weaver as Trustee for the Wachovia Bank & Trust Company and J. J. Combs a Deed in Trust covering, among other tracts, State Grant No. 114. This deed in Trust contains a power of sale authorizing the Trustee to sell lands included in said Deed of Trust at public sale, if default should be made. It will be noticed by reference to said Deed in Trust that a fifty acre tract which is part of the Massey tract, which will be shown hereafter, was not included in this Deed in Trust. See page 1072 of this Abstract.

8. On May 9, 1914, Zebulon Weaver, Trustee, conveyed to Corbin J. Decker the lands described in the Deed in Trust referred to in the preceding paragraph of this analysis, which included State Grant No. 114. This deed is duly recorded in Swain County. Page 1073 of this Abstract.

9. On January 27, 1915, Corbin J. Decker and wife, Katherine Decker by deed conveyed to S. M. Hyatt a tract of land containing fifty acres which is a portion of State Grant No. 114 and also a portion of tract No. 154. This deed is duly recorded in Swain County. See page 1077 of this Abstract.

10. On December 8, 1921 S. M. Hyatt and wife, conveyed to S. R. Patterson and wife a tract of land containing one hundred acres, fifty acres of which is the land mentioned in the deed in the preceding paragraph of this abstract, and fifty acres which is a portion of the land known as the Massey tract. See page 1078 of this Abstract.

11. We will now take up the chain of title to the fifty acres deeded by S. M. Hyatt to Patterson, which is known and designated as the Massey Tract.

The Massey Tract is covered by State Grants Nos. 152, 408, 20, and 167. This tract covers the southern portion of Tract No. 154. We have been unable to connect the southern portion of Tract No. 154 with either State Grant 408 or 20. But the first tract that we find of this land is in a deed from S. M. Massey and wife, M. E. Massey, Madison M. Massey and wife, M. E. to J. G. Thomas. This deed is dated February 28, 1888 and is of record in Swain County. See page 1079 of this Abstract.

12. On November 11, 1870, James Shuler and wife, conveyed to Samuel Massey a tract of land containing 100 acres, which covers the southern portion of Tract No. 154. This deed is of record in Swain County. See page 1080 of this Abstract.

13. On October 20, 1888, J. G. Thomas and wife, conveyed to Samuel Massey a tract of land containing one hundred acres, which covers the southern portion of tract No. 154. We have been unable to determine what interest that S. M. Massey, Madison Massey or James Shuler had in this tract or where they acquired their interest. See page 1081 of this abstract.

14. On February 28, 1887, Samuel Massey and wife conveyed to M. M. Massey a tract of land containing fifty acres. This deed is duly recorded in Swain County. See page 1082 of this Abstract.

15. On December 3, 1888 Samuel Massey and wife conveyed to M. M. Massey a tract of land containing fifty acres, which is the same land described in the preceding paragraph of this analysis. This deed is duly recorded in Swain County. Page 1082 of this Abstract.

16. On October 17, 1890, M. M. Massey and wife conveyed to J. H. Everett and J. H. Ditmore the land described in the two preceding paragraphs of this analysis. This deed is of record in Swain County. Page 1083 of this Abstract.

17. In October, 1891, J. H. Ditmore and wife conveyed to J. H. Everett their interest in the lands described in the preceding paragraph of this analysis. This deed is of record in Swain County. See page 1084 of this Abstract.

18. On October 19, 1895, J. H. Everett and wife conveyed this tract to Ute A. Hyatt. This deed is of record in Swain County. Page 1085 of this Abstract.

19. On November 5, 1900, Ute A. Hyatt and wife conveyed to Shade Hyatt this tract of land. This deed is of record in Swain County. See page 1086 of this Abstract.

20. On May 14, 1904, Shade Hyatt conveyed this tract of land to Charles D. Fuller and J. J. Combs, doing business under the firm name of Wolverine Lumber Company. This deed is of record in Swain County. See page 1087 of this Abstract.

21. On December 29, 1905, the Wolverine Lumber Company, Inc. deeded the tract in question to W. T. Mason. We have been unable to find any conveyance from the partnership composed of Charles D. Fuller and J. J. Combs to Wolverine Lumber Company, Inc., nor is there a certificate of the incorporation of Wolverine Lumber Company filed in the Clerk's office of Swain County. See page 1088 of this Abstract.

22. On February 7, 1914, W. T. Mason and wife conveyed to S. M. Hyatt the tract in question, however, the mineral interests are excepted in this deed. This deed is of record in Swain County. Page 1089 of this Abstract.

We now have the chain of title shown in S. M. Hyatt for the 100 acres that he has heretofore conveyed to S. R. Patterson.

23. On September 1, 1822, S. R. Patterson and wife conveyed a tract containing 100 acres to W. W. Jenkins. This deed is of record in Swain County. See page 1090 of this Abstract.

State Grant No. 20.

24. Grant No. 20 was issued to Elizabeth Sherrill on January 5, 1854 and contains 100 acres. This grant is duly recorded in Jackson County. See page 1091 of this Abstract.

25. On November 10, 1854, Elizabeth Sherrill conveyed to Nathan Thompson State Grant No. 20. This deed is of record in Jackson County. We have been unable to find any conveyance from Nathan Thompson covering Grant No. 20 and so far as we have been able to learn he never conveyed this grant. The above deed is of record in Jackson County. See page 1092 of this Abstract.

26. On November 4, 1872, Elizabeth Sherrill conveyed Grant No. 20 to Joseph Rose. This deed is duly recorded in Swain County. See page 1093 of this Abstract.

27. On April 10, 1889, Joseph Rose and wife conveyed to Samuel Conley State Grant No. 20. This deed is of record in Swain County. See page 1094 of this Abstract.

28. On November 1, 1895, Samuel Conley conveyed to Mrs. Aloise Conley State Grant No. 20. This deed is of record in Swain County. See page 1095 of this Abstract.

29. On February 1, 1897, Mrs. Aloise Conley conveyed to A. J. Russell State Grant No. 20. The records do not disclose any conveyance from A. J. Russell for State Grant No. 20. The above deed is duly recorded in Swain County. See page 1096 of this Abstract.

30. The following deeds embrace portions of Tract No. 134, however, we do not think they effect the title but as they embrace portions of Tract No. 134, they will be reported below.

(a) Corbin J. Becker and wife to S. M. Hyatt, deed dated February 3, 1915 conveying a tract of fifty acres. See page 1097 of this Abstract.

(b) Wolverine Lumber Company to Mongor Lumber Co., deed dated December 26, 1905, conveying nine tracts. See page 1099 of this Abstract.

State Grant No. 152.

31. State Grant No. 152 was issued to John T. Foster on April 20, 1855. See page 1101 of this Abstract.

32. On March 15, 1857, John T. Foster conveyed to William H. Wilson several tracts of land, State Grant No. 152, being one of the tracts described. This deed is of record in Swain County. See page 243 of the Abstract of title of Tract No. 172.

33. On August 16, 1884, William H. Wilson and wife, Martha R. Wilson executed a Trust Agreement or Deed to Samuel A. Wilson and J. E. Roller, Trustees. This instrument is of record in Swain County. See page 244 of the Abstract of title of Tract No. 172. In this Agreement, the Trustees are given the authority to sell the land and use the proceeds for the benefit of Martha R. Wilson, however, the records do not disclose that the Trustees ever made any disposition of this land.

34. On February 3, 1893, the last Will and Testament of Martha R. Wilson was probated in Swain County and Martin L. Welfby was named executor and was given the authority to sell all real estate belonging to the deceased. This Will is of record in Swain County. See page 245 of the Abstract of Title of Tract No. 172.

35. On February 24, 1895, Martin F. Welfby, Executor and Trustee of the last Will and Testament of Martha R. Wilson conveyed to Albanus L. Johnson several tracts of land including State Grant No. 152. So far as we have been able to learn, Albanus Johnson never conveyed Grant No. 152. See page 246 of this Abstract. Title No. 172.

36. The next trace we have of Grant No. 152 is shown in the two following conveyances:

(a) On April 6, 1907, Eugenia H. Bratt, single, conveyed to George H. Smathers several tracts of land, State Grant No. 152 being described as one tract. See page 1102 of this Abstract.

(b) On November 10, 1920, Daniel Baker and Alfred Smith, as the Executors of the last Will of Mary Ann Bratt, Mary E. Baker and husband Daniel Baker conveyed to George H. Smathers as Trustee, several tracts of land including State Grant No. 152. We have been unable to determine where these parties obtained title or any interest in State Grant No. 152. The Trust Agreement is not set out in the Deed to George H. Smathers. See page 1103 of this Abstract.

37. On November 20, 1920, George H. Smathers as Trustee and George H. Smathers individually and wife, Daisy R. Smathers conveyed to the Champion Fibre Company several tracts of land including State Grant No. 152. This deed is of record in Swain County. See page 1104 of this Abstract.

38. On February 27, 1924, the Champion Fibre Company conveyed to W. W. Jenkins a tract of land said to contain 8 $\frac{1}{2}$ acres which is the portion of State Grant No. 152 that covers a portion of Tract No. 134. This deed is of record in Swain County. See page 1105 of this Abstract.

39. On the _____ day of January, 1929, James I. Mason and wife, Alma, D. C. Mason and wife, Dora D. Mason, Katherine M. Decker and husband, Corbin J. Decker, Bertha Mason Sluder and husband Joseph W. Sluder, all the heirs at law of W.T. and Elizabeth C.

Mason, executed a Quit Claim Deed to W. W. Jenkins for all their right, title and interest in State Grant No. 114 and also a fifty acre tract which is part of the Massey Tract. This instrument is of record in Swain County. See page 1106 of this Abstract.

40. On February 27, 1924, W. W. Jenkins and wife entered into an agreement with the Champion Fibre Company for a right-of-way over their lands. See page 1107 of this Abstract.

41. On September 29, 1925, W. W. Jenkins and wife executed a Deed in Trust to the Federal Land Bank of Columbia on Tract No. 134 to secure the sum of \$1,000.00. This instrument is of record in Swain County. See page 1108 of this Abstract.

42. There are several Deeds in Trust that have been cancelled covering portions of Tract No. 134. See pages 1109 to 1112 of this Abstract.

43. Since completing this title we have obtained an affidavit of possession on this tract from M. T. Stanford to the effect that W. W. Jenkins and his predecessors in title have been in continuous and adverse possession of said lands for a period of thirty years and more. See page 1113 of this Abstract.

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

A-Purchase

Jenkins, W. W. #134
Coffey, R. C. #173, 173a

December 7, 1928.

Hon. J. A. Hardison,
Wadesboro, N. C.

Dear Mr. Hardison:

I am enclosing two reports on additional tracts which have been signed both by Mr. Ebbs and Mr. Squires. If you approve, please return them as soon as you have signed them. A stamped envelope is enclosed for your convenience.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S

Encls. 2

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

S, RALEIGH
OUNTAIN
NSTON
LLE
Y 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.

February 21, 1929.

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

Dear Mr. Woodbury:

In regard to our conversation concerning paying off the loan on Walt. Jenkins' place, I think it would be perfectly safe for the Park Commission to do this. I am enclosing herewith a statement from the Federal Land Bank which is self explanatory along with the stock certificate or receipt for same held by Mr. Jenkins. Walt says that if you will pay this off directly to the Federal Land Bank that he will be willing to deliver his deed in escrow and give credit on the purchase price for the amount that it takes to settle this loan.

If you decide to do this, I can get the deed properly signed at any time.

Yours very truly,

Worth McKinney

McK:D

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

A-Purchase
Jenkins, W. W.
#134.

March 25, 1929.

Mr. George H. Bramlett,
Bryson City, N. C.

Dear Mr. Bramlett:

We note by our books that Mr. W. W. Jenkins made a pledge to the Park Purchase Fund of \$100.00 in land.

As check for Mr. Jenkins' land in the Park area is being held in escrow in Bryson City, and as this check is in full for his land, we suppose it will be agreeable with Mr. Jenkins to give us his check for this subscription, instead of deducting it from his purchase money.

Yours very truly,

NORTH CAROLINA PARK COMMISSION

By

HKS

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

A-Purchase
Jenkins, W. W.
#134.

June 20, 1929.

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

Dear Mr. Wiggins:

Replies to your letter of June 18:

I had not known before that the Champion Fibre Company had a right-of-way through Jenkins' tract, and I do not understand, inasmuch as the title rests in the State, how Mr. Jenkins could ask for damages of \$25.00 for the Champion Fibre Company's road over Jenkins' place.

If the Champion Fibre Company's contract with Jenkins constitutes a cloud on the title, I do not know of anything we can do in the matter. It seems to me the Champion Fibre Company has full rights in the matter, unless the contract was discharged when the Government bought the land.

I would be glad if you would advise me a little more in detail about this transaction, so that I will know how to proceed.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:S

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

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, North Carolina
June 18, 1929

Mr. Vernon Rhodes
Asheville, North Carolina

Dear Mr. Rhodes:

Stokes Thomas has been to see me regarding a right of way over the W. W. Jenkins Tract No. 134 on the Spring House Branch of Noland's Creek.

Mr. Thomas informs me that the Champion Fibre Company has sold the poles on their land lying above Tract No. 134 on Spring House Branch; he further informs me that they had taken this matter up with Mr. Jenkins and that he, Mr. Jenkins, wanted a damage of Twenty-five (\$25.00) Dollars for this road. I have not talked to Mr. Jenkins regarding this matter, but what I know of the situation there, the damage would be very slight, if any.

I am enclosing a copy of contract executed by Mr. Jenkins to the Champion Fibre Company. You can take this matter up with them direct or write this office regarding the matter.

Yours very truly,

Mark Squires

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

EUGENE C. BROOKS, RALEIGH
D. M. BUCK, BALD MOUNTAIN
JOHN G. DAWSON, KINSTON
PLATO EBBS, ASHEVILLE
R. T. 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.

June 21, 1929.

Mr. Verne Rhoades,
Executive Secretary,
Asheville, N. C.

RE: A-Purchase
Jenkins, W.W.
#134

Dear Mr. Rhoades:

Replying to your letter of the 20th inst. will say that when I wrote you regarding this matter, I sent you a copy of the right of way clause in the Jenkins deed as shown in the Abstract. I am sending you herewith a copy taken from the record today of two paragraphs in this deed which is all there is in said deed, relating to a right of way.

In looking over the Attorney's Opinion and Certificate I find under the head of Encumbrances, paragraph 4, as follows:

"Agreement for right of way to Champion Fibre Co. which agreement is of record in Swain County in Deed Book 51 at page 461."

It is my understanding that owing to the large number of tracts affected by Champion Fibre Co. rights of way, that the purchasing department and the attorneys had an understanding to disregard these rights of way as all the Champion Fibre Co. rights within the park area would be acquired at one time.

Yours very truly,

Mark Squires