

Analysis of Title

Tracts 143 and 143-a.

Marion Eppley

Tracts 143 and 143-a are both embraced within the original boundary lines of Grant 587 issued to Love, Battle and Welch, on December 8, 1869. This grant is fully set out on page 46 of the Abstract of Title of Tract 172. All of 143 and all of 143-a except that portion of the latter which is hereinafter referred to as the R. V. Welch Survey are identical in title with tract 172 down to and including two deeds from W. L. Hilliard et al, heirs at law of Robert Love and J. R. Love and R. V. Welch. This chain of title will be found on pages 46 to 86 inclusive of the Analysis of Title of Tract 172.

In the deed from W. L. Hilliard et al, heirs at law of Robert and J. R. Love beginning on page 57 of the Abstract of Tract 172, which deed is also signed by R. V. Welch and wife, Mary C. Welch, there appears for the first time a definite description of these lands as a separate tract as a part of Grant 587. This deed contains certain exceptions referred to as tracts for which bonds for title had been executed by the owners prior to the conveyance by Hilliard and others to Clarke Whittier. Exception No. 25 in that deed is for a 250 acre tract of land on Hammer Branch described by metes and bounds and apparently including all of Tracts 142, 143 and 143-a. This would also include the R. V. Welch Survey referred to in some of the subsequent deeds. This tract is excepted to Ingram and Son.

By reference to the Abstract of Tract 172 page 84 it will be seen that the said W. L. Hilliard et al on December 20, 1885, executed a further deed to Clarke Whittier by which they conveyed to him all of the lands excepted in their former deed for which bonds for title had been given and vested the title to said lands in said Whittier for the purpose of executing deeds for such bonds for title. In which deed we find the following, "except a 250 acre tract sold to W. G. Ingram and Sons reserved for the benefit of R. V. Welch, said tract described by metes and bounds in exception in deed of conveyance from W. L. Hilliard, et al, to Clarke Whittier Exception No. 25". It will of course be noted that R. V. Welch was one of the Grantors in Grant No. 587.

With this preliminary statement we will consider separately the titles of tracts 143 and 143-a.

1. The title to tract 143 is a part of Grant 587 as hereinbefore set out. The title to this tract is identical with the title to Tract 142 from pages 1048 to 1051, inclusive. From this Abstract it will be noted that the title to tract of land containing 115 acres and covering Tract 143 became vested in Moses A. Wiggins. In so far as the record title is concerned it is subject to the same difficulties as will appear from reference to the Analysis of Title of that tract, but any defects in this respects are cured by possession as shown by the affidavit of W. R. Monteith on page 1051 of the Abstract of 142. The conveyances under which Moses A. Wiggins derived title will not be repeated at this time but will be found by reference to Abstract of Tract 142, reference to pages 1048, 1049 and 1050.

2. We then have a deed from Moses A. Wiggins and wife, Mary E. Wiggins to Marion Eppley for a tract of land containing twelve acres and covering tract 143. This deed is dated February 15, 1913 and is recorded in Swain County. Page 717 of Abstract.

3. As there is no connected chain of title sufficient to constitute a good record title it will be necessary to rely upon adverse possession for this tract. From the affidavit of W. R. Monteith it is shown that there has been upon notorious, continuous adverse possession of this tract by Moses A. Wiggins and those under whom he claims for more than thirty years and we think sufficient to establish title. This is set out on page 151 of Abstract of Tract 142.

1. Tract No. 143-a is made up from the southern portion of a tract of land conveyed by J. E. Shuler to M. A. Wiggins, dated December 14, 1907 and is set out on page 1050 of the Abstract of Tract 143 and also of a tract known as the Welch Survey to which reference will hereinafter be made.

2. R. V. Welch and wife, M. C. Welch, by deed dated March 12, 1889, conveyed to William G. Ingram a tract of land containing fifty acres, constituting the extreme southeastern portion of Tract 143-a. It is a portion of the exception 25 referred to in deeds from W. L. Hilliard, et al., to Clarke Whittier to which reference has been made. This deed is registered in Swain County. Page 718 of Abstract.

3. By deed dated May 14, 1894, W. G. Ingram conveyed to his son, R. F. Ingram a tract containing twenty-five acres, being a portion of the fifty acre tract last above mentioned. This deed covers the southwestern part of said fifty acre tract. It reserves two-thirds of the mineral interest. This deed is recorded in Swain County. Page 719 of Abstract.

4. This twenty-five acre tract was deeded by R. F. Ingram and wife to J. L. Wiggins by deed dated November 4, 1895. This deed also conveys a second tract containing sixteen acres and which is a part of Grant 685 to which attention will be called. P. 720

5. After executing the conveyance for the twenty-five acre tract above mentioned to R. F. Ingram, W. G. Ingram died seized of the remaining portion of the fifty acre tract conveyed to him by R. V. Welch, leaving the following children as his only heirs at law, to-wit:

John H. Ingram
Mary E. Ingram
Mattie L. Ingram
Robert F. Ingram (wife Julia W.)
James W. Ingram (wife Laura)

to whom his interest in said lands descended. Those heirs are set out in affidavit of John H. Ingram who was one of the children of W. G. Ingram. Page 721 of Abstract.

6. We then have a conveyance from John H. Ingram, Mary E. Ingram, Mattie L. Ingram, Robert F. Ingram and wife, Julia W. Ingram, James W. Ingram and wife, Laura Ingram to J. L. Wiggins for the twenty-five acre tract referred to and constituting the northeastern part of the original fifty acre tract conveyed by W. R. Ingram to W. R. Welch. This deed is signed but is not acknowledged by J. H. Ingram but as will appear from the Abstract, when this title to this twenty-five acre tract became vested in A. T. Lollis, J. H. Ingram executed a quit claim deed curing this defect. P. 722.

7. By deed dated November 30, 1904, J. E. Shuler and wife, Alice conveyed to J. L. Wiggins another tract of land which constitutes the southwestern portion of Tract 143-a. This is a portion of the tract conveyed to John E. Shuler by R. D. Gilmer, Administrator of James R. Love and J. C. Welch, Administrator of R. V. Welch by deed dated April 8, 1900, and set out on page 1048 of the Abstract of Tract 142. The remaining portion of Tract 142 conveyed by said deed was conveyed by said John Shuler to Moses A. Wiggins by deed set out on page 1050 of the Abstract of Tract 142. This deed is recorded in Swain County. Page 723 of Abstract.

8. J. L. Wiggins and wife, Mary, by deed dated February 16, 1905, conveyed to A. T. Lollis a tract containing 100 acres including the lands conveyed to said Wiggins by the deeds above set out and also a tract of sixteen acres being a part of Grant 685 which will hereafter be considered. This deed is recorded in Swain County. Page 724 of Abstract.

9. We then find a deed from John H. Ingram to A. T. Lollis dated August 3, 1911, conveying the twenty-five acre tract hereinbefore referred to conveyed by the heirs at law of W.G. Ingram to J. L. Wiggins. The description in the two deeds being identical. This deed was made for the purpose of curing a defective acknowledgement of John H. Ingram in a deed made by him and others, heirs at law of W. G. Ingram to said Wiggins. It is recorded in Swain County. Page 725 of Abstract.

10. A.T. Lollis by deed dated August 10, 1911, conveyed to W.T. Stiles a tract containing twenty-six acres. This tract includes the northeastern part of the R. V. Welch Survey and also a portion of the lands acquired through Moses A. Wiggins. This deed is recorded in Swain County. Page 726 of Abstract.

11. Moses A. Wiggins by deed dated August 11, 1911, conveyed to W. T. Stiles a tract of twenty-nine acres, which includes the northern portion of Tract 143-a and adjoining the Southern boundary line of Tract 142. This deed is recorded in Swain County. Page 727 of Abstract.

12. A. T. Lollis and wife, Josie, conveyed to Marion Eppley by deed dated August 8, 1911, a tract of land containing 100 acres, including the lands conveyed to said Lollis by J. L. Wiggins and also a sixteen acre tract lying south of the Welch Survey, which will be discussed hereafter.

This deed contains an exception of two-thirds of the mineral interest in fifty acres of said tract known as the W. G. and R. F. Ingram tract and a further exception of a right of way fourteen feet in width extending through the same near the west bank of Deep Creek theretofore conveyed by A. T. Lollis and wife to Harris-Woodbury Lumber Company. This deed is recorded in Swain County. Page 728 of Abstract.

13. A.T. Lollis further conveyed to Marion Eppley by deed dated December 10, 1912 the twenty-four acre tract conveyed to him by W.T. Stiles hereinbefore referred to. This deed is recorded in Swain County. Page 729 of Abstract.

14. We then have a deed from W. T. Stiles and wife to Marion Eppley conveying two tracts of land, the first tract being for the twenty-six acres conveyed to W. T. Stiles by A. T. Lollis set out above from which there is excepted a two-thirds mineral interest with mining privileges. The second tract in this deed covers the twenty-nine acres lying just south of tract 142 conveyed by Moses A. Wiggins to said Stiles. This deed is recorded in Swain County. Page 730 of Abstract.

G R A N T N O. 685.

As hereinbefore stated and as will appear from the deeds of conveyance set out in this abstract, a small portion of tract 143 amounting to about sixteen acres is covered by Grant 685, the title to which is as follows:

15. Grant 685 was issued to John A. Millsaps on December 29, 1880 covering lands lying on both sides of Deep Creek. This grant is recorded in Swain County and is fully set out on page 92 of the "Abstract of title of Tract 167.

16. John A. Millsaps dies leaving a will dated October 21, 1872 and probated November 21, 1875, in which he appointed E. Everett as the Executor of such will. This will in the eighth paragraph thereof confers a power of sale upon his executor, said power of sale covering the lands under investigation. This will is recorded in the Office of the Clerk of the Superior Court of Swain County in Will Book 1, page 14 and is set out in the Abstract of Tract 167 at page 93.

17. Pursuant to the provisions of this will, E. Everett, Executor of John A. Millsaps, sold and conveyed to W. L. Morris by deed dated February 26, 1880, the lands covered by said Grant 685. This deed is recorded in Swain County and is set out on page 94 of the Abstract of tract 167.

18. We then have a deed from W. L. Morris and wife, S. L. Morris, to J. W. Ingram dated April 24, 1891 and covering the sixteen acre tract hereinbefore referred to. We are informed that J. W. Ingram was the wife of Robert F. Ingram as shown by the affidavit of J. H. Ingram set out on page 732 of the Abstract.

19. R. F. Ingram and wife, J. W. Ingram, then conveyed this tract of sixteen acres to J. L. Wiggins by deed dated November 4, 1895, the sixteen acre tract being the second tract referred to in this deed. This deed is recorded in Swain County. Page 720 of Abstract.

20. J. L. Wiggins and wife, Mary, conveyed a tract of 100 acres to A. T. Lollis by deed dated February 16, 1905, which covers and includes this sixteen acres. This deed has been already referred to in this abstract and will be found on page 724.

21. A. T. Lollis by deed dated August 8, 1911, conveyed to Marion Appley the same 100 acres tract of land above referred to including the sixteen acres under investigation. This deed, ~~over, excepts~~ ~~two-thirteenth of the mineral interest in~~ ~~sixty acres~~ the rest known as the "A. T. and M. A. Lollis Bros. 100 acres" has been heretofore referred to in this Abstract and will be found on page 738 thereof.

BEACON ROCK.
NEWPORT, R. I.

December 26, 1928.

Director,
U. S. Forest Service,
Washington, D. C.

Dear Sir:

I have received unofficial information that a tract of land owned by me and situated on Deep Creek, Swain County, North Carolina, has been included in the boundaries of the Great Smoky Mountains National Park or whatever the exact title of this National Park is.

Will you please inform me whether or not this information is correct?

Will you also inform me under what authority your Department is acting in acquiring this land and under what regulations the same will come after being taken over by the Federal Government.

I desire to cooperate as fully as possible with the establishment of this Park, but also will insist upon the protection of my rights in the ownership of this property which has upon it valuable mineral deposits.

Respectfully,

Marion Eppley.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

WASHINGTON

December 29, 1928.

Mr. Marion Eppley,
Beacon Rock,
Newport, Rhode Island.

Dear Mr. Eppley:

By reference from the Forest Service, we have your letter of December 26th, making certain inquiries concerning a tract of land owned by you on Deep Creek, Swain County, North Carolina, within the boundaries of the Great Smoky Mountains National Park. I am attaching copy of the Act of Congress under which this park is being established, but will have to refer you to the North Carolina Park Commission for such information as you may desire regarding your particular tract. That Commission for the State of North Carolina has the duty of acquiring lands for the State under the provisions of the attached act.

Very truly yours,

(Sgd) ARNO B. CAMMERER

ARNO B. CAMMERER.
Acting Director.

Enc. 176693.

Copy to Mr. Verne Rhoades, Exec. Sec., North Carolina Park Commission
P. O. Box 1232, Asheville, North Carolina.
With copy of Mr. Eppley's letter.

P.S. The address of the North Carolina Park Commission is c/o
Mr. Verne Rhoades, Exec. Secretary, P.O. Box 1232, Asheville,
North Carolina.

BEACON ROCK
NEWPORT, R.I.

December 31, 1928.

North Carolina Park Commission,
c/o Mr. Verne Rhoades, Exec. Sec'y,
P. O. Box 1232,
Asheville, N. C.

Dear Sir:

I have received unofficial information that a tract of land belonging to me and lying upon Deep Creek, Swain County, North Carolina has been included in the boundaries of the Great Smoky Mountains National Park.

I would like to have official confirmation of this fact.

Will you kindly inform me what the administration of this tract will be, if included in the Park and under what regulations it will come.

I desire to cooperate in the formation of this Park as fully as possible, but will insist that my rights in the ownership of this property be guarded, especially so since it contains valuable mineral deposits.

Very truly,

Marion Effley

ME:EJ

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

A-Purchase
Eppley, Marion
#143, 143a

December 31, 1928.

Mr. Marion Eppley,
Beacon Rock,
Newport, R. I.

Dear Sir:

Your letter of December 26, addressed to the Forest Service at Washington and referred by them to the National Park Service, has been forwarded to me here at Asheville for reply.

The North Carolina Park Commission is now engaged in the acquisition of lands within the boundary of the proposed Great Smoky Mountains National Park. All of our surveys, timber estimates and land appraisals have virtually been completed, and we have begun taking options from the different owners.

The acreage of your tract, according to our survey, which is based on careful horizontal measurement, is 125.38 acres.

I note in your letter that you are willing to cooperate in the establishment of this park, and we would be glad to receive from you a proposal for the sale of your land. We are willing to pay a fair market price for all lands in the park, but, of course, cannot recognize purely speculative values of any sort. This refers not only to speculative timber values, but also to speculative mineral values which have not been defined or proved, or wherein no mineral development has been established. Prior to the examination of lands in the park, the so-called copper belt was eliminated, and we do not know of any mineral values elsewhere in the park area.

For your information, I am enclosing a copy of the Act of the North Carolina Legislature, under which we are acquiring the land.

Very truly yours,

Verne Rhoades, Executive Secretary.

VR:S

WILLIAM R. HARVEY
WILLIAM P. SHEFFIELD
J. RUSSELL HAIRE

LAW OFFICES OF
SHEFFIELD & HARVEY
223 THAMES STREET
TELEPHONE NO 6
P.O. Box 133

NEWPORT, R.I. February 5, 1929.

The North Carolina Park Commission,
Verne Rhoades, Esq., Executive Secretary,
P.O. Box 1232,
Asheville, N.C.

Dear Sir:-

We are writing for our client, Mr. Marion Eppley of this City, with relation to part of his land at Deep Creek, Swain County, North Carolina, becoming part of the lands within the boundary of the proposed Great Smoky Mountains National Park.

Mr. Eppley wishes to say that he, as you probably know, is the owner of approximately 125 acres within this area. He is willing to donate this to the Commission, for the purposes of a park, under the following conditions:-

1. That the land donated shall be used wholly for park purposes:
2. That said land should not be sold at any time:
3. That the right to mine mineral rights therein shall be reserved exclusively to Mr. Eppley and his heirs and assigns:
4. That he reserves the right to maintain a cabin or cabins, for his own use and the use of Samuel J. Hunnicutt, near the spring on the Hammer Branch.

If this is satisfactory to the Commission, we will be glad to take up with you the matter of the carrying out of this arrangement.

Very truly yours,

Sheffield & Harvey

WRH/L

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

A-Purchase

Eppley, Marion
#143, 143a

February 13, 1929.

Sheffield & Harvey,
P. O. Box 133,
Newport, R. I.

Gentlemen:

Your letter of February 5 has remained unanswered owing to the illness of the writer.

I wish to say, at the outset, that we appreciate your client's generosity as evidenced by his willingness to donate his tract of 125.38 acres to the North Carolina Park Commission for incorporation into the Great Smoky Mountains National Park. Answering his conditions as listed, I will say:

1. That the land would be used wholly for park purposes and can be used for nothing else. The title will be transferred from the State of North Carolina to the Federal Government just as soon as the requirements of the Federal Government are complied with. These requirements are that there shall be purchased for this National Park 214,000 acres on both sides of the crest of the Smoky Mountain Range, making a total of 228,000 acres, all told. Tennessee has already purchased more than one-third of its area and the North Carolina Park Commission is now engaged in purchasing on the North Carolina side, and at present have more than 100,000 either purchased or in process of being condemned. We will endeavor to close out the major holdings before the end of this year.

2. The land could not be sold at any time, because National Park lands cannot be transferred from the Federal Government's possession, except by Act of Congress.

3. Among other requirements of the Federal Government is that we should procure the title in fee simple. Whether the National Park Service could be persuaded to allow a mineral interest to be outstanding, I do not know. I do know that the National Park Service has stipulated strongly that we shall acquire the entire fee. In this connection, is it possible for you to give us an idea as to the character of the minerals Mr. Eppley states are on his land and whether or not competent mining engineers have made reports on it. The Commission has not been advised of any valuable minerals in the immediate vicinity of this tract on Deep Creek. I do not mean to imply that this tract holds no minerals of value, by the above statement,

but only to show you that we would like to know some of the particulars. In other words, if there are minerals of value there, we would want to pay for the mineral rights, provided Mr. Eppley would be willing to sell.

4. I cannot speak for the National Park Service with reference to the maintainance of a cabin for the use of Mr. Eppley or Mr. S. J. Hunnicutt. However, I do know that Congress passed a special act about a year ago which permits the Secretary of the Interior, who has the National Parks under his administration, to lease the land to bona fide owners throughout the period of their lifetime in case these owners wished to remain that length of time. These leases are to be made at two year intervals, according to the language of the act. I think that if Mr. Samuel J. Hunnicutt is a bona fide tenant or caretaker on Mr. Eppley's land, he would be allowed the same privilege.

I am enclosing a copy of the act referred to, and wish to state that we have to take the word of an official of the National Park Service in interpreting this act. In other words, we were advised by him that such leases would be executed and carried out in good faith by the National Park Service, once the Government obtained control of the land.

So I think we can meet three of Mr. Eppley's conditions. I do not know that we can meet the one with reference to mineral rights, but I should certainly like to see if this condition cannot be met in some way. I should be pleased to hear from you about this at your convenience.

Yours very truly,

Verne Rhoades,
Executive Secretary.

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

TRACT NO. 143.

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.....:

Marion Eppley

..... 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. Taxes.

2. The record title to this tract is not entirely complete but as shown in the affidavit of W. R. Monteith in the Abstract, this tract has been held for more than thirty years by Moses A. Wiggins under whom Marion Eppley derived title. This possession is well known and easily established and in our opinion the title has matured in Marion Eppley.

Page

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract 145-a.

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.....:

Marion Eppley

.....**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. Taxes
2. Subject to two-thirds mineral interest in that portion of 145-a containing fifty acres covered by deed from R. V. Welch to William G. Ingram dated March 12, 1889, set out in the Abstract.
3. Subject to a right of way fourteen feet in width extending through the same tract of fifty acres. This right of way having been conveyed by A. T. Lollis and wife to Harris Woodbury Lumber Company as shown by deed set out in the Abstract.

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

A-Purchase
Eppley, Marion,
#143-143a.

July 10, 1929.

Sheffield & Harvey,
P. O. Box 133,
Newport, R. I.

Gentlemen:

Referring to my letter of February 15, 1929, and your reply of February 16th:

I am wondering if you have had an opportunity of bringing my letter to Mr. Eppley's attention, and if so, what disposition he has in mind with reference to his 125 acres of land on Deep Creek, in Swain County, N. C.

We have been acquiring lands at a good rate of speed within the Great Smoky Mountains Park area since the first of the present year. We have acquired nearly one-half of the total number of tracts and more than one-fourth of the acreage. A number of very large sized tracts will be acquired this Summer, and we hope to get the balance within the next few months.

I would be pleased to hear from you with reference to Mr. Eppley's land.

Very truly yours,

Verne Rhoades,
Executive Secretary.

VR:S

WILLIAM R. HARVEY
WILLIAM P. SHEFFIELD
J. RUSSELL HAIRE

LAW OFFICES OF
SHEFFIELD & HARVEY
223 THAMES STREET
TELEPHONE N^o 6 P. O. Box 133

NEWPORT, R. I.

February 16, 1929.

Eppley Marion #143-143a
Asheville

Verne Rhoades, Esq., Exec. Sec'y,
The North Carolina Park Commission,
P.O. Box 1232,
Asheville, N.C.

Dear Sir:-

We have your letter of February 13th, in regard
to the proposition of Mr. Marion Eppley of this City.

We will take this up with our client and give you
later the information which you seek.

Very truly yours,

Sheffield & Harvey

THE EPPELEY LABORATORY
Incorporated

Scientific Instruments
Newport, R.I.

July 26, 1929.

William R. Harvey, Esq.,
223 Thames St.,
Newport, R.I.

Dear Sir:

Your favor of July 13th with copy of the
letter of July 10th from the North Carolina Park
Commission is acknowledged.

I understand that engineers of the Com-
mission have visited the land in question on Deep
Creek, Swain County, North Carolina, and have
looked into the mineral situation there.

I was informed that they would report
their findings. As yet I have received no news.

In view of the value of the mineral de-
posits in this land, I am unwilling to take steps
to divest myself of this land until such time as
I may be assured that my interest in these rights
will be protected. I say this in spite of my deep
sympathy with the work that the Park Commission is
doing and my hearty endorsement of the project as
a whole.

Very truly,

MARION EPPELEY

ME:EJ

WILLIAM R. HARVEY
WILLIAM P. SHEFFIELD
J. RUSSELL HAIRE

LAW OFFICES OF
SHEFFIELD & HARVEY
223 THAMES STREET
TELEPHONE N9 6 P.O. Box 133

NEWPORT, R.I. July 27, 1929.

Verne Rhoades, Esq.,
Executive Secretary,
P.O. Box 1232,
Asheville, N.C.

Dear Sir:-

In response to your letter of July 10th to us, we have communicated with our client and we are enclosing herewith a copy of his letter of July 26th, with relation to the same.

Very truly yours,

Sheffield & Harvey

WRH:L
enc/

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

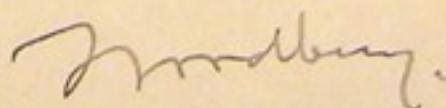
Bryson City, North Carolina
July 31, 1929.

Dear Mr. Rhodes:

In making inquiry as to the mineral prospects on the Epley land, Mark Cathey tells me that he has spent a few dollars in exposing a vein of feldspar and káyoline and that the work was done by Sam Hunnicutt.

At the present time Sam Hunnicutt is dodging the sheriff but at the first opportunity I will take a look at what work has been done and report to you.

Yours truly,



P. O. Box 1252,
Asheville, N.C.

A-Purchase
Eppley, Marion
#143, 143a.

August 2, 1929.

Sheffield & Harvey,
223 Thames St.,
P. O. Box 133,
Newport, R. I.

Contlemen:

Your letter, together with the copy of one from Mr. Eppley to you concerning his tract of land in North Carolina, is received.

Inasmuch as it appears that Mr. Eppley is determined to retain the mineral rights of the tract, I think we will have to institute condemnation proceedings to acquire title for the GREAT SMOKY MOUNTAINS NATIONAL PARK. The National Park Service insists upon the State of North Carolina delivering title in fee simple for all of the lands that are to be included within the boundary that we are purchasing for the National Park.

I am sorry that we have to do this, especially in view of the fact of Mr. Eppley so generously offering to donate his land to the Park, provided he could retain the mineral rights for himself and assigns. Since it is not possible for the State of North Carolina to acquire the land with a condition of this character outstanding, we are forced to condemn the tract in order to obtain a fee simple title.

I wish you would please make it plain to Mr. Eppley that we appreciate his evidence of generosity as previously expressed in his desire to let us have the surface of the land without charge, and that we are not instituting condemnation proceedings merely from a desire to act in an arbitrary manner, but solely because it appears to be our only method for acquiring the title in fee.

Very truly yours,

Verne Rhoades,
Executive Secretary.

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

A-Purchase
Eppley, Marion
#143, 143a.

August 10, 1929.

Sheffield & Harvey,
P. O. Box 133,
Newport, R. I.

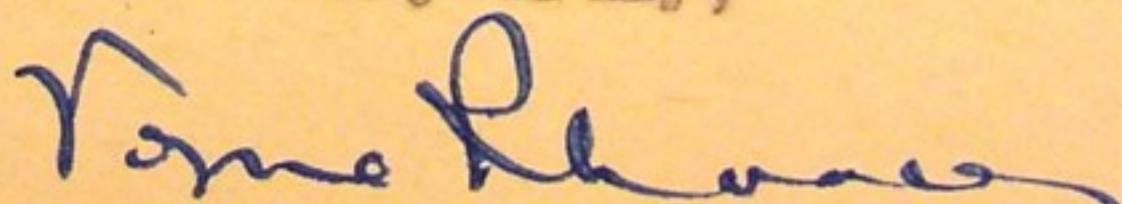
Gentlemen:

Your letter of August 6 is received.

I am glad Mr. Eppley understands our position in the matter of being compelled to condemn his land.

When this action is brought, we will send you notices and will send Mr. Eppley a personal notice.

Yours very truly,



Verne Rhoades,
Executive Secretary.

WILLIAM R. HARVEY
WILLIAM P. SHEFFIELD
.J. RUSSELL HAIRE

LAW OFFICES OF
SHEFFIELD & HARVEY
223 THAMES STREET
TELEPHONE NO 6 P. O. BOX 133

NEWPORT, R. I.

August 6, 1929.

The North Carolina Park Commission,
Verne Rhoades, Esq., Executive Secretary,
P.O. Box 1232,
Asheville, N.C.

Dear Sir:-

In re: A-Purchase
Eppley, Marion
#143, 143a

We have your letter of August 2nd and regret to learn that it will be impossible for you to take over the land, as suggested by Mr. Eppley, and at the same time allow Mr. Eppley to retain his mineral rights. Mr. Eppley understands your position in the matter.

We would appreciate it if you would forward to us, whenever they are issued, any of the notices which are to be published in connection with the condemnation of this land. We assume also that Mr. Eppley will have personal notice of this.

Very truly yours,

Sheffield & Harvey

WILLIAM R. HARVEY
WILLIAM P. SHEFFIELD
J. RUSSELL HAIRE

LAW OFFICES OF
SHEFFIELD & HARVEY
223 THAMES STREET
TELEPHONE NO 6 P.O.Box 133

Marvin Eppley, Esq.

NEWPORT, R. I. August 16, 1929.

Verne Rhoades, Esq., Executive Secretary,
North Carolina Park Commission,
P.O.Box 1232,
Asheville, N.C.

Dear Sir:-

We beg to acknowledge the receipt of your
letter of August 10th, for which please accept our
thanks.

Very truly yours,

Sheffield & Harvey
f

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 EBBIS, 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,
North Carolina,
November 22, 1929.

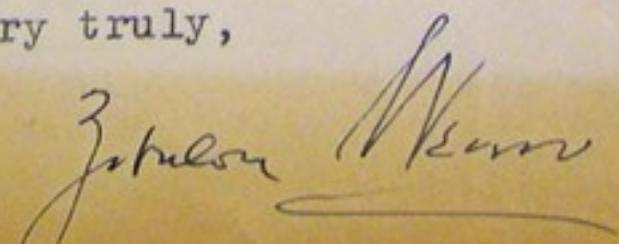
Mr. Verne Rhoades,
Executive Secretary,
Asheville, N. C.

Dear Mr. Rhoades:

I have your letter of the 21st and will prepare the necessary number of copies of the Condemnation Proceedings in Swain County with which to supply your office. We have so far made seven copies of this proceeding. It may be that I will need some additional copies because of the fact that there are a number of minors involved for whom Guardians Ad Litem will have to be appointed and the Statute requires service of a copy of the petition on such guardian. We have omitted from this proceeding lands belonging to Mr. Eppley. I understood from Mr. Wiggins that his attorney had suggested waiting in this matter and I hope that there may be some way of securing title without condemnation. As I recall he offered to convey this property to the park upon condition that he should be allowed to except the mineral interest. In this connection I wish to call your attention to the following facts in regard to the Eppley tract:—

In the first place there are sixteen acres embraced within his tract which were conveyed originally by W. L. Morris and in this deed he excepted all of the mineral interest; also a portion of his tract containing fifty acres came through R. V. Welch and at the time he made the deed he excepted 2/3 of the mineral interest. You will, therefore, see that the entire mineral interest is outstanding on the sixteen acres conveyed by W. L. Morris and 2/3 of the mineral interest in the adjoining fifty acres. I think probably if this was called to his attention he might not be so eager of excepting the mineral interest of any possible conveyance.

Yours very truly,



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

June 11, 1930.

Mr. Will W. Wiggins,
c/o N. C. Park Commission,
Bryson City, N. C.

Dear Mr. Wiggins:

We have reached an agreement with the attorney and representative of Mr. Marion Eply, owner of Tracts Nos. 143 & 143a, under which we are to purchase these tracts at \$10.00 per acre.

As you know, these tracts are now under condemnation. Mr. Woodbury informs me that an addition was made to these tracts in the condemnation suit, and, therefore, we do not have the complete description in this office to put in the deed.

Please send us a copy of the complete description, or fill in the description in a blank deed, and send same to us at your convenience.

Very truly yours,

H. K. Sanders.

HKS

NORTH CAROLINA PARK COMMISSION
ASHEVILLE, N. C.

June 16, 1930.

REPORT ON THE MARION EPPELEY TRACTS - NO. 143 & 143-a, 126.70 ACRES.

LOCATION: This tract is located on the waters of Deep Creek, largely on Hammer Branch, which empties into Deep Creek near the mouth of Indian Creek, about three and one-half miles from Bryson City.

DESCRIPTION: A piece of mountain land, about half of which has been cleared up at different times. The timber has all been cut off, and it is steep and rocky.

IMPROVEMENTS: There are no improvements.

VALUATION: The party owning this property lives in New York, and has held it for what he thought were valuable mineral interests. The property was put in condemnation, and the party finally accepted the offer made by the appraisers, which was \$10.00 per acre, totaling \$1267.00.

The tax valuation of this property is \$2180.00, and it took considerable argument to convince the party that his mineral interests were not as valuable as he thought.

A deed has been prepared and the appraisers ask your approval of closing the trade for \$1267.00.

STATE OF NORTH CAROLINA

COUNTY. }

THIS DEED, Made this 31st day of July, A.D. 1930, by and between Marion Eppley and Ethelberta Pyne Eppley, of the City and County of Newport and State of Rhode Island of
County, North Carolina, hereinafter called GRANTORS, whether one or more, and
THE STATE OF NORTH CAROLINA, hereinafter called GRANTEE:

WITNESSETH:

That the said grantors for certain good and valuable considerations moving them thereto, and particularly the sum of One Thousand Two Hundred and Sixty-seven (\$1267.00) Dollars, to them paid by the Grantee the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do hereby bargain, sell and convey unto the said grantee, its successors and assigns, the following described lands in Township County, State of North Carolina, particularly described as follows, viz.:

TRACT N O. 143:

NOTE: All bearings in this description were turned from the true meridian, and all distances are expressed in chains of 66 feet.

BEGINNING at Corner 1, which is corner 2 of the Moses A. Wiggins Tract (142), a large black oak with marks, on ridge top, blazed and scribed B.T.E. 1, a 5" pine blazed and scribed B.T.E. 1 bears North .12 chain distant; thence, down the ridge with its meanders, a line of the Moses A. Wiggins Tract (142) N. 81-37 E. 2.68 chains; North 71-33 East 2.45 chains; South 88-08 East 2.39 chains; South 53-41 E. 2.55 chains; South 79-10 East 2.67 chains; South 67-41 East 3.34 chains, corner 2, a pine knot with witnesses, on ridge top, set a post scribed E-2, a 14" spanish oak blazed and scribed B.T.E. 2 bears South 35-00 West .20 chain distant; thence, South 17-34 West leaving ridge, and still with Moses A. Wiggins Tract (142) N. 9.78 chains, corner 3, a planted stone with witnesses, on ridge top, in line of the Ben Lollis Tract 144, set a post scribed E 3, a 20" chestnut blazed and scribed B.T.E.-3 bears S. 71-00 West .12 chain distant; thence, up the ridge with its meanders, a line of the Ben Lollis Tract (144) North 70-25 West 3.03 chains; North 46-40 West 3.12 chains; North 70-00 West 1.74 chains; North 43-50 West 1.94 chains; North 20-15 West 1.55 chains; North 41-26 West 4.58 chains; North 19-06 West 1.43 chains, the place of beginning, containing 10.70 acres.

TRACT N O. 143 - a:

BEGINNING at corner 1, which is corner 93 of the Champion Fibre Co. Tract (1), and corner 7 of the Moses A. Wiggins Tract (142), a 24" pine with witnesses, blazed and scribed E, an 8" spanish oak blazed and scribed B.T. E. bears S. 50-00 W. .08 chain distant; thence with lines of the Moses A. Wiggins Tract (142) down ridge with its meanders South 9-32 West 1.69 chains; South 10-43 East 2.60 chains; South 2-24 East 1.97 chains; South 19-41 East 3.30 chains, corner 2, a 14" spanish oak with marks, on point of ridge blazed and scribed W-4; thence South 44-48 West leaving ridge and crossing branch 5.33 chains, corner 3, a 10" hickory with marks and witnesses, on point of ridge, blazed and scribed W-3, a 16" hickory blazed and scribed B.T.W.-3 bears N. 59-00 East .10 chain distant; thence up the ridge and with its meanders South 64-16 West 3.19 chains; South 81-51 West 2.62 chains; North 69-06 West 2.22 chains; North 82-25 West 3.88 chains; South 42-05 West 4.16 chains, corner 4, a 16" white oak with marks and witnesses, blazed and scribed W-2, which is corner 6 of the Lee Wiggins Tract (145), a 20" spanish oak blazed and scribed B.T.W-2 bears North 37-00 East .35 chain distant; thence with lines of the Lee Wiggins Tract (145) South 51-19 East 10.47 chains, corner 5, a chestnut oak stump, on ridge top, a 6" pine marked as a witness, bears North 31-00 East .24 chain distant South 19-40 East 15.35 chains, corner 6, a point on top of a knob, a corner of the A. T. Lollis Tract (146); thence with lines of the A. T. Lollis Tract (146) South 19-02 East 11.99 chains, corner 7, a point on ridge top North 66-21 East 13.33 chains, corner 8, a 14" black oak with old marks, on ridge top; South

56-12 East 4.33 chains, corner 9, a 16" dead white oak with marks
North 34-35 East 7.07 chains, corner 10, a 6" spanish oak with old
marks and witnesses; South 71-33 East 11.38 chains, corner 11, which is
a corner of the town of Bryson Tract (156), a point on East slope, set
a post; thence South 88-46 East 3.00 chains, corner 12, a point in the
center of Deep Creek; thence up Deep Creek with the meanders of its
center line 10.00 chains, corner 13, a point in center of Creek, which
is corner 91 of the Champion fibre Co. Tract (1); thence with lines of
the Champion fibre Co. Tract (1), and still up Deep Creek with its
meanders North 54-34 W. 2.31 chains; North 1-13 West 2.31 chains,
a point at mouth of Hammer Branch North 36-09 East 5.80 chains, corner
14, a hemlock stump with witnesses, on west bank of creek, a small
forked beadwood blazed and scribed B.T.C.F. bears North 85-00 West .07
chain distant; North 48-38 West leaving creek 38.21 chains, the place
of BEGINNING, containing 116.00 acres.

TO HAVE AND TO HOLD the said premises, above described, with every privilege and appurtenance thereunto belonging, to the said grantee, its successors and assigns, to its and their only use and behoof forever.

The grantors covenant to and with the grantee, its successors and assigns: That they are the owners of and are seized of the premises in fee; that they have good right to convey the same in fee simple; that the said premises are free and clear from encumbrances, except as hereinafter stated; and, that they will forever warrant and defend their said title to said premises against the claims of any and all persons ~~hereinbefore~~ claiming by, through or under them, but against none other.

Said premises are conveyed subject to any mining or mineral rights, rights of way, easements or other incumbrances, exceptions, reservations or incorporeal rights of record, created, established or imposed by any ancestor in title or previous grantor.

IN TESTIMONY WHEREOF, the said grantors have signed and sealed these presents the day and year above written.

SIGNED, SEALED AND DELIVERED
in the presence of

William R. Harvey
asst M.E. & E.P.

}

Marion Eppley (Seal)
Ethelberta Pyne Eppley (Seal)

(Seal)

(Seal)

RHODE ISLAND
STATE OF ~~NEW ENGLAND~~

Newport COUNTY.

I, William R. Harvey, a Notary Public
do hereby certify that Marion Eppley
and Ethelberta Pyne Eppley

his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said Marion Eppley, 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 any other person, and that she doth still voluntarily assent thereto. Let the instrument and the certificate be registered.

Witness my hand and notarial seal this 31st day of July, A.D. 1930

William R. Harvey
Notary Public.

My commission expires June, 1931.

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

August 16, 1930.

Mr. Chas. G. Lee, Jr.,
Asheville, N. C.

Dear Mr. Lee:

We are herewith enclosing you check for \$1,162.82, covering the two Eppley Tracts. We have deducted from the amount agreed on \$54.18 tax, penalty and cost for 1929 and \$50.00 for 1930 tax, which has not yet been levied.

We will pay the 1929 tax and turn the receipt over to you at an early date, and as soon as the 1930 tax is levied, we will pay same and remit any balance due you, or should it be over \$50.00, we shall expect you to make the amount good to us.

Very truly yours,

NORTH CAROLINA PARK COMMISSION

By

W. H. Woodbury,
Purchasing Agent.

W.H.W:S
Encl.

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

August 18, 1930.

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

Dear Mr. Weaver:

Enclosed herewith are the deed from Marion Eppley and wife to the State of North Carolina and the check payable to the Sheriff and Tax Collector of Swain County for \$54.18 taxes and penalty.

The deed, of course, is to be recorded, and after the taxes are paid, receipt returned to this office for Mr. Charles G. Lee, Jr.

Very truly yours,

H. K. Sanders.

HKS.
Encls. 2

Bryson City,
North Carolina,
August 20, 1930.

Mr. Charles G. Lee, Jr.,
Jackson Building,
Asheville, N.C.

Dear Mr. Lee:

We herewith enclose you 1929 tax receipt
against Marion Eppley in Swain County, showing interest
and costs amounting to \$54.18.

As soon as the 1930 tax is determined, we
will settle the matter and report as per our former
letter.

Yours very truly,
NORTH CAROLINA PARK COMMISSION
BY _____
Purchasing Agent.

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. H. BUCK, BALD MOUNTAIN
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FRANK LINNEY, BOONE
J. ELMER LONG, DURHAM
HARRY NETTLES, BILTMORE
E. S. PARKER, JR., GREENSBORO
MARK SQUIRES, LENOIR

Bryson City,
North Carolina,
November 1, 1930.

Mr. W. H. Woodbury,

Asheville, N. C.

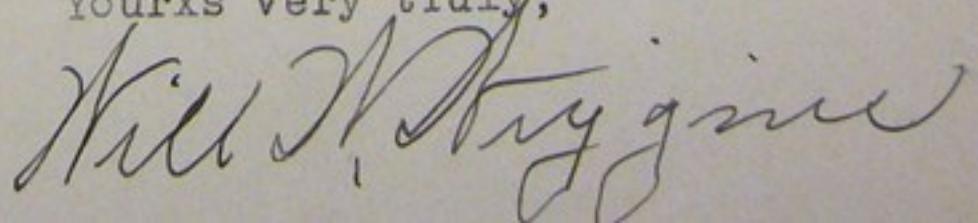
Dear Mr. Woodbury:

I have your letter and check enclosed to cover the Eppley tax. Owing to the fact that the 1930 tax books have not been turned over to the Sheriff or tax collector, it will be some days yet before I can get this receipt. However, I think the matter can be closed up by deducting this amount.

I regret that it was necessary for you to wire to get the return date changed in the Stikeleather case. However by the enclosed copy you will see that it was changed in this issue of the Bryson City Times.

I have been out since Wednesday and am feeling pretty good and my daughter has returned from the hospital and is getting along nicely. However, my wife is in bed with flu and sore throat.

Yourxs very truly,



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

Bryson City,
North Carolina,
November 14, 1930.

North Carolina Park Commission,
Asheville, N. C.

Dentlemen:

Enclosed you will find Marion Eppley tax receipt
for 1930 taxes.

You will note that the tax was seventy-nine cents
more than the check sent me. I will charge this amount
on my expense account for the month of November.

Yours very truly,

Mark Wiggins

I am also enclosing copy of
Champlain Fibre Co Right-of-way
deeds.

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

November 15, 1930

Mr. Charles G. Lee,
Attorney,
Asheville, N. C.

Dear Mr. Lee;

We herewith enclose you
check for \$9.58 and tax receipt covering
the 1930 tax, for \$41.21, final payment on
the purchase of the Merion Epley lands.

We find that we made an
error of 79¢ against ourselves in closing
this transaction, but as the check was
issued and signed on October 30, we will
just let it go.

Yours truly,

W. H. Woodbury

W.H.W.:H
Encl