LEGAL ADVERTISEMENTS

TH CAROLINA—Cherokee County.

M. Simonds, Entry Taker for Cherokee County:

undersigned J. M. Reece, of kee County, North Carolina, en- lays claim to the following bed piece, r parcel of land in y town, Cherokee County, f North Carolina, the same be- cant and unappropriated, and to entry, viz:

s James Timpson's line with A. Carroll line with the Inloe nd with Jess Nick's line, con- by estimation 10 acres.

(Signed) J. M. REESE.

ered this 21st day of Oct., 1924

TH CAROLINA—Cherokee ounty.

persons are hereby notified warrant of survey will be is- the said J. M. Reese, on the day of November, 1924, for the described ands if there is no t filed in this office before ate. This the 22nd day of Oc- 1924.

A. M. SIMONDS,
Officio Clerk to Board of Coun- Commissioners. (11-4t-r)

E OF SALE UNDER DEED OF TRUST

ault having bee made by W. ds in the payment of the sum ey secured by a deed of trust February 1st, 1924, registered ofice of the Register of Deeds rokee County, in Book No. 74 e 366, the undersigned, as trus- ill for the purpose of satisfy- said indebtedness, offer the ty conveyed therein at public , to the highest bidder for t the court house door in Mur- C., on the 9th day of Decem- 924, at 11 o'clock A. M. The dness described above is for rchase price of the property N. Elliott.

property above referred to nveyed to the undersigned trus- the purposes aforesaid, and ed as follows:

wn as the Hitchcock property, it book in the Register of office in Cherokee County, Carolina, Book 1, page 23, particularly described as fol- Being Lot. No. 61. Reference by made to the above plat for lar description of the meets ounds, being a portion of the old at public auction July 6th, Lot 50 feet front and 200 feet

November 7th, 1924.

L. E. BAYLESS, Trustee.
dw)

NOTICE.

Arcade Cafe has been sold to eece. We will not be respon- r any debts afteh October 15.

E. C. MALLONEE,
J. W. DAVIDSON,
T. J. MAUNEY.

NOTICE

virtue of an order of the Court in an action entitled S. W. ood, Administrator of the of D. W. Loudermilk, deceased, n I. Loudermilk, et als, the gned Commissioner did, on day of October, 1924, offer to the highest bidder for cash ic auction, at the courthouse Murphy, the lands hereinafter ed, A. M. Simonds becoming and highest bidder for said at said sale; said sale having eported to the Clerk of the r Court of Cherokee County firemation on the 3rd day of , 1924, and exceptions having iled to said sale upon the of the inadequacy of the price for said lands at said sale, urt ordered a re-sale of the by virture of which order the gned Commissioner will, on y the 2nd day of December, between the hours of 10:00 and 2:00 P. M. offer for sale ic auction to the highest bidder h, at the courthouse door in , the following described real

rict. In Hot House Township, see County, Begining on the corner of Tract No. 139; then S. 35 W. 50 poles to a rock on a conditional line between allew and Margaret E. Watson; N. 55 E. 160 poles to a corner standing in the or- line of the same; then S. 35 E. les to a locust corner of the then S. 55 W. 160 poles to the ing containing 50 acres, more

and Tract. In Houhouse Town- herokee County, Beginning on oak, the southwest corner of nd runs S. with the line of Fain 49 poles to a small spanish oak on the line of No. 183; then north with the line of No. 186, south 45 poles to a small pine on the line of 189; then West with the line of 80 E. 48 poles to a small oak (fallen) and pointers, the north east corner of said unmber; thence with the line of the said No. S. 40 E. Johnson Thact, No. 7582; thence north with the line of said number S. 40 E. 56 poles to a puplar, white oak and rock corner of said unmber; then south with the line of No. 50 east 180 poles to the north west corner of said unmber, a sourwood (fallen); then north 51 degrees west 130 poles to a locust, as the southeast corner of 183; then with that line S. 55 degrees west, crossing Hot House Creek at 118 poles, 160 poles to the Beginning, containing 145 acres, more or less.

S. W. LOVINGOOD
(1512t-foc) Commissioner

NOTICE OF DISTRIBUTION OF PARTNERSHIP IF WILSON CONSTRUCTION CO.

Noticq is hereby given that the partnership heretoafter composed of R. V. Wilson, C. D. Geer and W. G. name of Wilson Construction Co., with headquarters in Rutherfordton, North Carolina, has this day been dissolved and the business taken over and all assets and liabilities thereof assumed by C. D. Geer and W. G. Wilson, who will continue to conduct the business under the name of Wilson Construction Company, R. V. Wilson having sold all of his interest in said partnership to the said C. D. Geer and W. G. Wilson, who have assumed all of the good will, assets, liabilities and indebtedness of the said Company.

This the 5th day of November, 1924.

WILSON CONSTRUCTION COMPANY
C. D. GEER,
W. G. WILSON,
R. V. WILSON

(15-4t-pwp).

NOTICE OF ELECTION

A meeting of the Board of Commissioners is held at the Library Building, on the 17th day of November, 1924, at 7:00 P. M., said meeting having been adjourned to this time and place from the regular meeting of the Board on the 13th of November, 1924. Present were W. M. Fain Mayor; B. W. Sipe, W. D. Townson; J. H. Phaup; J. B. Story; W. W. Hyde and E. P. Hawkins, Commissioners. The meeting was duly called to order and the following business transacted:

Upon motion duty made and seconded, and passed by a unanimous vote of all Commissioners, the following resolution was adopted:

Whereas, in the opinion of the Board of Commissioners of the Town of Murphy, a sale of the hydro-electric plant and its equipment, now owned by the Town of Murphy, is deemedproper and expedient, and the Carolina- Tennessee Power Company having offered to purchase the said plant and equipment, and having tendered a contract therefor, dated as of November 8th, 1924, in words and figures as follows:

To the Voters and Tax Payers of the Town of Murphy:

Notice is hereby given that a contract to purchase and sell the hydro-electric plant now owned by the Town of Murphy, at a price which the Board of Commissioners decms a fair and adequate one, taken in connection with the covenants, contracts and agreements contained therein has been tentatively accepted by said Board, subject however to the will of the majority of the voters of the town to be expressed at an election to be held on the 23rd day of December, 1924.

Accordingly, this election is hereby called for said date, to be held at the usual polling place. A new registration has been ordered, so that it will be necessary that all persons desiring to express their will,must register a new. T. W. Axley has been appointed as Registerar and he will open the Registration Books at the Murphy Hardware, in the Town of Murphy, on the 24th day of November, 1924, and attend at this place from the morning of this day until the close of Saturday, December 6th, 1924, and every day between said dates, except Sunday, for the purpose of registering those wishing to vote. H. D. Akin and Sid Pendley are appointed Judges, and with the Registrar, will hold said election on the 23rd day of December, 1924 during the hours legally designated for the purpose.

All voters desiring to vote their approve of the sale of this property shall vote a written or printed ballot, whereon shall be written or printed the words: "For Sale of Hydro-electric plant," and those opposed, a similar ballot, with the words: "Against the sale of Hydro-electric Plant," and if a majority shall approve, the sale an the contract shall be consummatted.

The contract agreed upon by and between the said Board of Commissioners and the proposed purchaser, Carolina- Tennessee Power Company, is as follows:

Art. 1. In consideration of the payments of the sum of money, and the performance of the conditions, stipulations, contracts, covenants and agreements set out in contract, the town agrees to sell to the Carolina-Tennessee Power Company the light and power plant now owned by it, including its dam on the Notla River, and all lands covered by it and water above it, all lands and easements in lands owned in connection with it; its transmission and distributing system, power house, and land on which it stands, poles and wires, distribution lines, and appliances and equipment of every kind and character and kind, used and owned by the town in connection with said plant.

Art. 2. The town agrees, as soon as the approval of votes is obtained to deliver possession to Carolina-Tennessee Power Company of all of sale property rights, and to transfer to it all its unpaid accounts for electricity or power, that may have accrued or become due for electric light or power during the full calendar month in which possession is transferred, with the right in said Carolina- Tennessee Power Company to collect the same in its own name, or the name of the town, and same, when collected, to be the property of Carolina -Tennessee Power Co.; and it shall also have the benefit of any and all contracts for electricity which the town may then have, and which are embraced in a schedule attached to the contract. The Carolina- Tennessee Power Company agrees to at once take charge of the plant and all said property, and to meet all regular and usual pay rolls for operation, after the beginning of the month following the transfer, estimated and agreed not to exceed $500.00, and to operate the same; to furnish electric ity for lighting, to citizens of Murphy, for five years, at not to exceed ten cents net, kilowatt hour, and during the life of franchise thereafter, at no greater rate than allowed by State Corporation Commission or its successors, and to furnish heat and power to those in Murphy desiring it, at no greater than allowed by said Commission or its successors; to furnish transformers, etc., in lieu of the payment of municipal taxes and license fees during the life of the franchise, and to furnish without charge, the same number and character of street lamps during said period, and to keep same burning from 30 minutes after sunset, until 30 minutes before sunrise, and in further consideration of exemption from municipal tax, license fees, etc., additional service without charge as follows: electrical energy equal to that now delivered to the transformers of present street lighting system, and to deliver without charge to street lighting equipment, additional to that now installed, to be purchased, paid for and owned by the town, as may be demanded by the town, subject to the contition that the town can demand not more than 10 per cent increase of electrical energy, over that now being delivered, in any one year, and this liability for additional street lighting service free, shall cease, when 100 per cent increases shall have supplied. In further consideration of of release from municipal taxes and license free, the Carolina-Tennessee Power Company shall, at its own expense instell the apparatus, materials and equipment necessary to enable the town to use the electrical energy for street lighting which it is obligated to furnish without charge. All street lighting over and above this, shall be supplied by Carolina-Tennessee Power Company at the cost and expense of the town, under reasonable conditions to be agreed upon, but at rate not to exceed that allowed by the Corporation Commission. Within these limitations, Carolina -Tennessee Power Company is to establish and put into effect rate schedules, and reasonable regulations, governing the supply and use of electrical energy it may furnish.

Art. 4. The plant is to be maintained at its present state of efficiency and Carolina-Tennessee Power Company is to make, upon reasonable notice from consumers, such improvements, additions and extensions to the generating and distributing systems as may be reasonable necessary to supply the needs and demands of the town and the inhabitants, at all times during the franchise, and to supply standard electric light, heat and power service to the town and its citizens and residents at the price set forth. Provided that if Carolina-Tennessee Power Company shall build another plant, or plants, and install generating equipment of aggregate capacity of at least 10,000 horse power, and makes power available therefrom to the town and its citizens, to a volume equal to that capable of being supplied by the Notla plant, it shal lhave the right to dismantle and discontinue the latter, if desired, and to discontinue its use as an independent unit, and it may take and use all the property of every kind conveyed to it by the town as it may elect. Where Carolina-Tenness Power Company substitutes other lands, rights, plants, etc, for similar items, or other electrical service, for electrical service now being supplied by Notla Plant, Carolina-Tennessee Power Company shall have the right to sell at its option, or convert to such other use as it may desire, any and all such property and rights, for which it shall have made adequate substitution. Provided all moneys received from such sales, shall be paid over to the town, to be aplied by it to the next amortization payments, that may fall due in accordance with Appendix "B".

Art. 5. In consideration of the turning over of this property by the town, and of its stipulations, contracts, etc., Carolina-Tennessee Power Compay agrees to pay all interest on the bonds of the town which were issued to build and equip the plant and which are still outstanding, as it becomes due and payable except the interest that may have accrued as of the first day of the calendar month in which it may take charge, and, after said date, all amortization charges on said bonds, it being understood that Carolina-Tennessee Power Company is to relieve the town of all liability on these bonds, whether by way of principal or interest. Appendix "B" attached sets out interest and amortization charges, amounts of payments by way of both and th dates when due. Carolina-Tennessee Power Company also agrees to pay to the town cash equal tot the difference between the aggregate principal of th bonds listed in this appendix that may be outstanding at the time of transfer and the sum of two hndred thousand dollars, in five equal installments, the first to be made at the time of transfer, and annually thereafter.

Art. 6. As security for the performance of its contracts, etc., Carolina-Tennessee Power Company agrees to execute and deliver to the town a bond in the sum of $25,000, conditioned for the faithful performance of all its agreements, etc., which bonds is to be aproved by the town as to solvency, provided that Carolina-Tennessee Power Company may kep on deposit with the town cash, of unmatured bonds, at par, aggregating this amount, and no bond or deposit shall be required after Carolina-Tennessee Power Company shall have made improvements and additions to the plant and distributing system equal to $25,000, which shall have vested in the town. The town is to retain the title to all property agreed to be conveyed, until the Power Company shall have paid for it in accordance with Article 8, and it is agreed that all improvements and additions made by Power Company upon the lands, easements, rights, streets, alleys and public places of the town shall, when made, vest in the town, until the Power Company shall be entitled to its deed.

Art. 7. Grants a franchise right tto Carolina-Tennessee Power Company for sixty years from date, to use the streets, alleys, and other public places in town for purpose of erecting, constructing and maintaining operating poles, wires, conduits, transformers, or other apparatus, appliance or equipment, necessary, or desirable for transmission of electrical energy into town, and in and through town, as now existing, or hereafter extended, and the operation of an electric light and power business within the town.

Art. 8. While said light and power plant with all appurtenances and equipment and all extensions and additions remain the property of the town, it, the town, agrees to indemnify and save harmless the Power Company against any claim for State, County or Municipal taxes or license fees on same, and to execute and deliver to the power company or its successors or assigns, a good and sufficient deed, with full covenants of warranty, conveying in fee simple, all the properties described, and all extensions, improvemets and additions, and all property constituting, belonging or appertaining to said plant and distributing system, or the general electric generating and distributing system operated by Carolina-Tennessee Power Company which may then be owned by the town, whenever requested by the Power Company, and upon its compliance with the payments, stipulations, contracts and agreements, which aer to be performend before the date of such rquest, and upon satisfactory proof that the Power Company or its successors, or assigns, have fully relieved the town from all liability on account of principal or interest of said bonds, provided, however, that the town will, at any time, make said ded, upon the tender of cash or uncacelled bonds at par, of the issue listed in Appendix "B", in an aggregate amount equal to the principal of all bonds then outstanding and all accrued interest on all outstanding and unsurrendered bonds, except those so tendered.

Art. 9. Should the Power Company notify the town that it desires to acquire lands, or easements in lands, to use or hold for the purpose of adding to, extending, replacing or improving the electric generating distributing system being used to supply the town and its citizens, the town agrees to acquire and hold the same as a part of its system, to be conveyed to the Power Company, upon its compliance with the provisions of Article 8. Power Company to pay the town promptly the reasonable cost of the property so requested to be acquired, upon presentation of an itemized bill therefor, but the title is to remain in the town, until the Power Company shall have acquired the right to have the same conveyed by the deed mentioned in Article 8, and no longer, it being understood that all such lands, etc., are to be included in the deed as part of the property to be conveyed thereby.

Art. 10. In the event the Power Company has not acquired the right to have the deed provided for in Article 8, and shall fail and refuse to carry out any of the stipulations, contracts, etc., on its part contained in this paper writing, all the property turned over to it by the town, together with all improvements, additions and extensions made by the Power Company, at the expense of the Power Company and which by the terms of this agreement are to be vested in the town, shall at once be surrendered up to the town by the Power Company, and the town shall have the right of immediate action against the Power Company, or its assigns to recover any and all damages, arising or growing out of the failure or refusal of the Power Company or its assigns to keep and perform al, each and every of its contracts, stipulations, covenants and agreements.

Art. 11. The town represents that there are no town bonds outstanding and no mortgage, or other instrument or right existing, which, in any way, create a lien or any kind upon its municipal light plant, transmission and distribution lines, or on any of the lands or property agreed to be conveyed to the Power Company, and agrees that it will not create or give any lien thereon whatsoever, except as same may be given or created for the benefit of the Power Company, pursuant to the terms of the contract of purchase, and

Art. 12. In the event the contract of purchase and sale be not approved by a vote of a majority of the qualified voters of the town at an election to be held in forty five days, the Power Company has the right to declare void, at any time within 90 days.

Art. 13. If Power Company becomes entitled to a deed as set forth in Article 8, dismantle, abandon or discontinue the use of the Notla Plant, in accordance with Article 4, it shall deposit with Wachovia Bank and Trust Company of Asheville, N. C., par value first mortgage bonds of the Power Company, to an amount in par value of all electric light bonds of the town outstanding, as of the date of such dismantling, abandonment or discontinuance of the use of said Notla Plant, together with all matured coupons, to be held by said depositary bank as security for the payment of the principal and interest on said bonds, and to be re-delivered to the Power Company, when it shall become entitled to a deed as set out in Article 8, provided that all coupons on said first mortgage bonds, as they mature, shall be surrendered to the Power Company, so long as the town shall not in writing delivered to said bank, charge the Power Company with default, in the terms of this agreement. Provided further that the Power Company shall from time to time, be entitled to a redelivery to it of its first mortgage bonds, equal in par value, to the amount at par of the said electric bonds for which it shal lhave paid the town cash for the amortization thereof subsequent to the date of the delivery of its bonds to the depositary bank, as herein provided. Trust agreement to be entered into with bank.

The above contains a statement of the material points of the contract, to be voted on, on December 23rd, 1924, and it is believed that no material matter has been ommitted. However, all persons desiring to read the contract for themselves, are notified that the same can be had for this purpose, by calling at the office of B. W. Sipe, Secretary of the Board of Aldermen and the Schedules, or Appendices referred to, may also be seen and examined at the same place.

Whereas, in the judgement of the Board the interests of the Town of Murphy would be materially promoted, and its welfare advanced by entering into said contract, and

Whereas, the interests of the town are protected by said proposed contract so that a sufficient amount of light and power will be furnished to supply the needs of its inhabitants, and the prices and terms therein set out are fair and equitable,

Therefore, be it resolved, that the said proposition of purchase be accepted, and the said contract be signed by the Mayor and the six members of the Board of Commissioners, and the Common Seal of the town thereto annexed, to the end that same shall become the act, contract and obligation of the Town of Murphy, subject to its approval by a majority of the qualified voters of the town at the election hereinafter called;

Be it further resolved, that for the purpose of submitting the said contract to the qualified voters of the town of Murphy, a special election is calle dto be held, pursuant to law, at the regular polling place, in the court house, on the 23rd day of December, 1924. That a new registration of the voters of the town is hereby order for the said election, and T. W. Axley is hereby appointed as Registrar, and he is hereby directed to open the registration book for such new registration at the Murphy Hardware Store in the town, on Monday, the 24th day of November, 1924, and to keep said books open daily, Sundays excepted, up to Saturday, December 6th, 1924, including both said dates, and to attend at said place as provided by law, and register all legal voters of the town, applying for registration. Only those persons so registering shall be qualified to vote in said election, save and except such as are alowed by law to register on the day of election. Notice of this new registration shall be published once a week, during the time said books are open, and the week preceding their opening, in the Cherokee Scout, and notice thereof shall also be posted at the court house door, and si xother places in the town of Murphy.

H. D. Akin and Sid Pendley are hereby apointed as judges of said election, and with the above named registrar, and after qualification as required by law, are authorized and directed to hold same on said 23rd day of December, 1924.

At said election those electors favoring the sale of the hydro-electric plant and its equipment, pursuant to the terms of the contract hereinbefore set out, shall vote a written or printed ballot bearing the words "For Sale Hydro-electric Plant," and those opposing said sale shall vote a written or printed ballot bearing the words, "Against sale of Hydro-electric plant," and if upon canvass of the said result, it shall be ascertained that a majority of the qualified voters of the town have voted in favor of said sale, a sherein provided, then the contract herein set forth shall become effective and shall go into effective; but if a majority of the qualfied voters shail not favor the said sale, the contract shall be treated as having no further effect.

It is ordered that a copy of the minutes of this meeting be published in the Cherokee Scout, a newspaper published in Murphy, N. C., for thirty days as notice of the election aforesaid.

W. M. FAIN, Mayor.
B. W. SIPE, Town Clerk.

Night Coughing—How to Stop It

Night coughing which, through loss of valuable sleep, often makes you feel utterly worn-out and useless during the day, and by quickly weakening the system lays you open to the moot dangerous infections, can now be promptly checked by a very simple treatment. People who have hardly been able to rest on account of coughing spells have found that they can sleep the whole night through undisturbed often after the very first trial.

The treatment is based on a remarkable prescription known as Dr. King's New Discovery. You simply take a teaspoonful at night before retiring and hold it in your throat for 15 or 20 seconds before swallowing it. The prescription has a double action. It not only soothes and heals the soreness and irritation, but it quickly loosens and removes the phlegm and congestion which is the real cause of the cough. The result is that you usually sleep as soundly as a babe the very first night, and the cough goes in a very short time.

The prescription contains no opiates or harmful drugs. Excellent for children as well as grown-ups. For coughs, chest colds, hoarseness, sore throat, spasmodic croup, bronchitis, laryngitis and bronchial asthma. At all good druggists. Ask for

DR. KING'S NEW DISCOVERY FOR COUGHS