

LEGAL ADVERTISING NOTICE OF ELECTION

North Carolina. Macon County. TOWN OF FRANKLIN.

Notice is hereby given that an election is hereby called and will be held at the court house in the Town of Franklin, Macon County, North Carolina, on Tuesday, the 11th day of July, 1933...

PROPOSAL OF NANTAHALA POWER & LIGHT COMPANY TO PURCHASE THE MUNICIPAL ELECTRIC LIGHT AND POWER PLANT AND SYSTEM OF THE TOWN OF FRANKLIN, NORTH CAROLINA.

To the Mayor and Board of Aldermen of the Town of Franklin, North Carolina:

The undersigned Nantahala Power & Light Company, a North Carolina corporation, hereby submits for your consideration and prompt acceptance the following proposal for the purchase of the electric light and power system of the Town of Franklin...

Nantahala Power and Light Company, its successors and assigns, will at all times maintain the hydro-electric plant and appurtenances, transmission lines and distribution systems in satisfactory operating condition...

In addition to said electric light and power system and appurtenances above set forth, said town of Franklin to grant to Nantahala Power & Light Company, its successors and assigns...

The Nantahala Power & Light Company will obtain from the Aluminum Company of America and deliver to the town of Franklin, a guarantee of that Company, assuring the faithful performance of the obligations assumed by the Nantahala Power & Light Company under this contract...

This proposal to be accepted and delivery of title completed in accordance with the provisions set forth on pages 3 and 4 of this proposal where the assumption of the principal and interest of the bonds is treated...

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casements and equipment hereinbefore set forth and fully described in this proposal...

The Nantahala Power & Light Company to assume payment of the principal of the outstanding bonds issued in connection with the building of said hydro-electric project and its appurtenances amounting to, as of October 1, 1933, TWO HUNDRED SEVENTY THOUSAND (\$270,000) DOLLARS...

SECTION ONE: Be it resolved by the Board of Aldermen of the Town of Franklin that exclusive permission and consent is hereby granted the Nantahala Power and Light Company, its successors and assigns...

SECTION TWO: Be it further resolved that the permission and consent herein contained are granted only upon the following conditions: (a) That the work of erecting the poles and all other work in public places of said town of Franklin shall be done under the supervision of the Mayor and Board of Aldermen of said town...

(b) That the said Nantahala Power and Light Company its successors, lessees, and assigns, shall fully protect and indemnify the town of Franklin from all damage to persons or property, caused by the erection and maintenance of poles, wires, cables, conduits or other works or equipment owned or maintained by it or them...

(c) That said Nantahala Power and Light Company, its successors, lessees, and assigns, shall in constructing and maintaining the system of electric lines, poles, wires, and other structures pertaining to its distribution system in said town submit and be subject to all reasonable laws, rules and regulations of said town of Franklin enacted for the regulation or control of the same...

SECTION THREE: Be it further resolved that the rights and privileges herein granted shall be limited to a period of sixty (60) calendar years, from and after twelve (12) o'clock M., on the 1st day of A. D., 19... SECTION FOUR: Be it further resolved that all ordinances in conflict herewith, be and the same are hereby repealed...

Adopted and passed first reading by the Board of Aldermen of the town of Franklin at a regular meeting held on the... day of... 1933, and continued for second and final reading to the next regular meeting of said Board.

Passed second reading and unanimously adopted and ratified by the Board of Aldermen of the town of Franklin at a regular meeting held on the... day of... 1933.

Respectfully submitted this 5th day of June, 1933. NANTAHALA POWER AND LIGHT COMPANY. By J. E. S. THORPE, President.

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Granting authority to said company to use the streets and other public places in the town of Franklin for constructing, maintaining, and using pole-lines and other appliances for transmitting and distributing electric energy and for other purposes.

SECTION ONE: Be it resolved by the Board of Aldermen of the Town of Franklin that exclusive permission and consent is hereby granted the Nantahala Power and Light Company, its successors and assigns, to occupy and use the streets, alleys, and other public places of the Town of Franklin, North Carolina, within the present and future corporate limits of said town as from time to time the said company, its successors, lessees, and assigns, may deem proper or necessary for the erection and maintenance of poles, towers, lines, wires, cables, conduits, insulators, transformers and all other appliances or connections necessary or convenient for the business and purposes of transmitting, conveying, conducting, using, supplying and distributing electric current or energy for light heat, power, and other purposes for which electric current may be useful or practicable for public or private use...

SECTION TWO: Be it further resolved that the permission and consent herein contained are granted only upon the following conditions: (a) That the work of erecting the poles and all other work in public places of said town of Franklin shall be done under the supervision of the Mayor and Board of Aldermen of said town, and in accordance to such reasonable rules and regulations as they shall from time to time prescribe...

(b) That the said Nantahala Power and Light Company its successors, lessees, and assigns, shall fully protect and indemnify the town of Franklin from all damage to persons or property, caused by the erection and maintenance of poles, wires, cables, conduits or other works or equipment owned or maintained by it or them...

(c) That said Nantahala Power and Light Company, its successors, lessees, and assigns, shall in constructing and maintaining the system of electric lines, poles, wires, and other structures pertaining to its distribution system in said town submit and be subject to all reasonable laws, rules and regulations of said town of Franklin enacted for the regulation or control of the same...

SECTION THREE: Be it further resolved that the rights and privileges herein granted shall be limited to a period of sixty (60) calendar years, from and after twelve (12) o'clock M., on the 1st day of A. D., 19... SECTION FOUR: Be it further resolved that all ordinances in conflict herewith, be and the same are hereby repealed...

Adopted and passed first reading by the Board of Aldermen of the town of Franklin at a regular meeting held on the... day of... 1933, and continued for second and final reading to the next regular meeting of said Board.

Passed second reading and unanimously adopted and ratified by the Board of Aldermen of the town of Franklin at a regular meeting held on the... day of... 1933.

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a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called the company.

WITNESSETH: THAT WHEREAS the town has granted a franchise of even date herewith to the company for the purpose of maintaining and operating an electric distribution system, in, along, and over the streets, alleys and public places of the said town, over which distribution system electric energy is to be distributed; and

WHEREAS the said town desires the company, its successors and assigns, to furnish electric energy for use in lighting its streets, for pumping water, and for other municipal purposes, except for resale, during a period of thirty (30) years; and the company desires to furnish said electric energy during said period.

NOW THEREFORE, the parties hereto agree as follows: (1) The company agrees to furnish, erect and maintain at its own expense all poles, towers, wires, cables, conduits, insulators, transformers meters and other incidental appliances necessary for the proper furnishing and distribution of electric energy during the term of this agreement, in order to efficiently light the streets, alleys, municipal buildings and other public places in said town, and to furnish electric energy to operate the pumps supplying water to the municipality; and to extend said distribution system from time to time as the needs of the town may require.

(2) The Town of Franklin is to furnish at its expense the brackets and shades and electric lamps used for street lighting, and the company is to erect these at company expense at the location or locations designated by the governing board of said town or by such person duly authorized by it.

(3) The company agrees to keep all lamps in the street lighting system lighted every night from dusk to dawn during the term of this contract unless prevented by storms or other providential causes for which the company is not responsible.

(4) The company agrees to furnish said town all such electric energy as may be required for street lighting and other municipal purposes during the period covered by this contract at the following rates:

Three (3) cents per KW H or such rate or rates as may be from time to time approved by the Corporation Commission or its successor in authority for all current or energy required by said town for lighting streets, alleys and public places and other municipal purposes exclusive of municipal buildings.

For lighting municipal buildings, the same rate charged by the company for lighting business houses situated within said town.

For operation of the pumps supplying water or other motive power at standard rates for such service as published by the company and approved by the Corporation Commission of North Carolina.

(5) The town agrees to furnish all lamps necessary for lighting its streets, alleys, and other public places, and to promptly deliver to the Company lamps to replace broken lamps so that the service may be uninterrupted; the Company, however, to make all lamp renewals necessary if requested by the town, at the usual standard price at date of renewals.

(6) The Town agrees to pay the Company for all electric energy furnished under this contract in monthly installments on or before the tenth (10th) day of each month, upon the statements rendered by the Company for all energy, lamp renewals and other material furnished during the preceding month at the rates for electric energy above set forth and attached hereto; and at current prices for lamps and materials.

(7) The company further agrees to turn on and extinguish the street lighting system and to comply with all reasonable rules and regulations that may from time to time be enacted by the governing board of said Town.

By its president, attested by its secretary, and its corporate seal to be herunto affixed. TOWN OF FRANKLIN. By Mayor.

Attest: Town Clerk & Secretary. NANTAHALA POWER & LIGHT COMPANY. By President.

The foregoing contract for the furnishing of electric energy for the purposes of lighting streets and other municipal property, and for the furnishing of energy for pumping of water for the water supply of the Town of Franklin by Nantahala Power and Light Company was duly considered, discussed, approved and ratified at a regular meeting of the Board of Aldermen of the Town of Franklin, held on the... day of... 1933, at which meeting there were present the following members of said Board:

Mayor. J. Frank Ray. Town Clerk. Geo. Dean. Clerk Board of Aldermen. Frank I. Murray. Town of Franklin. J8-5tc-Jly6

SCHEDULE "D" For Power and Users of Large Quantities of Electric Energy

This schedule is applicable to consumers using electric service for motors and large energy consuming apparatus, other than for lighting of a combined capacity of 100 KW or greater.

Service will be supplied hereunder in accordance with the Rules and Regulations for power service.

Rate Demand Charge: \$1.35 per KW of demand. Energy Charge: 1.5c net per KW H for first 10,000 KW H used per month. 1.25c net per KW H for next 20,000 KW H used per month. 1.0c net per KW H for next 60,000 KW H used per month. 0.9c net per KW H for next 100,000 KW H used per month. 0.85c net per KW H for the excess.

Contract Demand: The contract demand under this schedule shall be the demand as determined under provisions of Rule 4 of the Rules and Regulations for power service.

Contract Service: This schedule applies to service for a period of not less than five years, provided that, in the opinion of the Company, contracts of shorter duration are justified by particular circumstances.

SCHEDULE "H" For Power and Other Uses of Electrical Energy with a Connected Load of More Than 21 KW and Less Than 100 KW

This schedule is applicable to consumers using electrical service for motors and other electrical consuming devices with a connected capacity of not less than 21 KW or more than 100 KW.

Service hereunder will be supplied in accordance with the Rules and Regulations.

election, so that a complete and accurate list of the qualified voters of said Town can be made and ascertained.

That John W. Edwards has been appointed registrar, and A. L. Leach and George A. Mashburn, judges of said election; that the registration books will be open on Saturday, June 10, 1933, and remain open until Saturday night, July 1, 1933, both included, Sunday excepted, for the registration of voters; that the registration books will be at the Town office in the Bank of Franklin building, on each Saturday, and shall be open from 9 o'clock a. m. until 5 o'clock p. m. on each day, Sunday excepted, for seven days preceding July 1st; that Saturday, July 1st, shall be challenge day; that the polls will be open on the day of the election from 8 a. m. to sunset, and no longer, and that each and every qualified voter whose names appears on the registration books will be entitled to vote; that a ballot will be furnished to each qualified elector at said election, which ballot will contain substantially the following words: "For sale of hydro-electric plant..."

This 6th day of June, 1933. J. FRANK RAY, Mayor Town of Franklin. GEO. DEAN, Clerk Board of Aldermen Town of Franklin. J8-5tc-Jly6

NOTICE OF PUBLICATION OF SUMMONS State of North Carolina, County of Macon.

In Superior Court. The Town of Franklin, by its Mayor, J. Frank Ray, and its Board of Aldermen, consisting of J. H. Fouts, R. D. Sisk, and J. B. Pendergrass vs. Juppello Public Service Company, Blowing Rock Light & Power Company, Northwest Carolina Utilities, Inc., Central Republic Trust Company and Arthur T. Leonard, successor Trustees, and all other parties having or claiming any interest in the subject matter of this action.

The defendants, Juppello Public Service Company, Blowing Rock Light & Power Company, Central Republic Trust Company, and Arthur T. Leonard, successor trustees, and all other parties having or claiming any interest in the subject matter of the above entitled action, will take notice that an action entitled as above has been commenced in the Superior Court of Macon County, North Carolina, for the purpose of declaring the plaintiff, the Town of Franklin, to be the owner in fee simple of certain lands, property, improvements, and additions thereto, as described in "Exhibits A and B" attached to plaintiff's complaint, said Exhibits being made a part and parcel of this notice, and also for the purpose of excluding the defendants and each of them, and all other parties having or claiming to have any interest in the subject matter of the above entitled action from any actual or contingent lien or interest in the property described in "Exhibits A and B" attached to plaintiff's complaint, and that any conveyances made by the Northwest Carolina Utilities, Inc., or any other parties claiming any interest in the subject matter of the above entitled action, subsequent to the conveyance of said property by the plaintiff, the Town of Franklin, and purporting to affect the title of the Town of Franklin, be declared to be a cloud upon the title of the plaintiff and be removed; that the property, which is the subject matter of said action, consists of a dam and power plant located at Leopard's Bend, on the Little Tennessee River in Macon County, North Carolina, together with certain lands, easements, rights-of-way, together with other real and personal property located in Macon County, North Carolina, and which is set out in detail in the contract and deed attached to plaintiff's complaint and made a part and parcel of same, to which Exhibits reference is hereby made for a more complete and detailed description of said property, and the said defendants, Juppello Public Service Company, Blowing Rock Light & Power Company, Central Republic Trust Company, and Arthur T. Leonard, successor Trustees, and all other parties having or claiming any interest in the subject matter of this action, will further take notice that they are required to appear at the office of the Clerk Superior Court of Macon County, in the Courthouse in the Town of Franklin, Macon County, North Carolina, on the 30th day of June, 1933, and answer or demur to the complaint in said action, or the plaintiff will apply to the Court for the relief demanded in said complaint.

This 30th day of May, 1933. FRANK I. MURRAY, Clerk Superior Court. J1-5tc-TofF-J29

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North Carolina. Macon County. In the Superior Court. Bertha Purdy vs.

William Purdy The defendant, William Purdy will take notice that an action entitled as above has been commenced in the Superior Court of Macon County, North Carolina, for the purpose of obtaining an absolute divorce from the bonds of matrimony now existing between the plaintiff and the defendant. And the said defendant will further take notice that he is required to appear at the Office of the Clerk of the Superior Court of Macon County, North Carolina, in the Town of Franklin, on the 8th day of August, 1933, and answer or demur to the complaint of the plaintiff.

This 19th day of June, 1933. FRANK I. MURRAY, Clerk Superior Court, Macon County, North Carolina. J22-4tc-4pd-Jly13

NOTICE It appearing to the Board of Aldermen of the Town of Franklin that hydrophobia exists in some of the dogs in and around the Town and that one child has already been bitten; that numerous unmuzzled dogs are at large in and around the Town and creates a nuisance to the public: Be it therefore Ordained by the Board of Aldermen of the Town of Franklin:

Section 1. That unmuzzled dogs running at large in the Town of Franklin, be and they are, hereby, declared a nuisance.

Section 2. That it shall be unlawful for any person to allow a dog to run at large in the Town of Franklin, unless the dog is securely muzzled.

Section 3. That any person violating Section Two of this Act shall be guilty of a misdemeanor and upon conviction shall be fined the sum of Two (\$2.00) Dollars.

Section 4. That each day the dog is allowed to run at large shall constitute a separate offense.

Section 5. That the Chief of Police, or any other lawful officer be and they are, hereby, authorized, empowered and directed to kill all dogs found running at large in the Town of Franklin not securely muzzled.

Section 6. That notice of this Act be published at the Town Office, the Court House door, three other public places in the Town of Franklin, and in The Franklin Press for one week.

Section 7. That this Act be in full force and effect from and after Friday, June 30, 1933. GEO. DEAN, Clerk, Town of Franklin. 1tJ29-cTofF

ADMINISTRATOR'S NOTICE Having qualified as administrator of Jonathan Heacock, deceased, late of Macon County, N. C., this is to notify all persons having claims against the estate of said deceased to exhibit them to the undersigned on or before the 20th day of June, 1934, or this notice will be plead in bar of their recovery. All persons indebted to said estate will please make immediate settlement. This 20th day of June, 1933. FRANK B. COOK, Administrator. J29-6tc-A3

EXECUTOR'S NOTICE Having qualified as executor of W. H. Higgins, deceased, late of Macon County, N. C., this is to notify all persons having claims against the estate of said deceased to exhibit them to the undersigned on or before the 27th day of May, 1934, or this notice will be plead in bar of their recovery. All persons indebted to said estate will please make immediate settlement. This 27th day of May, 1933. HARRY HIGGINS, Executor. J1-6tp-Jly6

ADMINISTRATOR'S NOTICE Having qualified as administrator of C. M. Lambert, deceased, late of Macon County, N. C., this is to notify all persons having claims against the estate of said deceased to exhibit them to the undersigned on or before the 29th day of May, 1934, or this notice will be plead in bar of their recovery. All persons indebted to said estate will please make immediate settlement. This 29th day of May, 1933. R. M. LAMBERT, Administrator. J1-6tp-Jly6

North Skeenah The farmers of this community have been busy in their grain during the recent pretty weather. Mr. and Mrs. Jasper Belle and three children, from Toccoa, Ga., spent Saturday night with Mr. and Mrs. Sam Stockton. Misses Nellie and Annie Cabe, from Riverside, were visiting relatives Monday and Tuesday. Alonzo Knight, from Highlands, has been visiting his brother, L. C. Knight, for a few days. Miss Ollie Mae Sanders was visiting Miss Bertha Hastings Sunday. Charlie and Roy J. Collier were in this section Sunday. E. B. DeHart was in this section Thursday of last week.