LEGAL ADVERTISING

NOTICE OF ELECTION

North Carolina, Macon County, TOWN OF FRANKLIN.

election is hereby called and will be held at the court house in the and its appurtenances amounting to, North Carolina, on Tuesday, the DRED SEVENTY THOUSAND the Consolidated Statutes of North TEEN THOUSAND FIVE HUN-

To the Mayor and Board of Aldermen of the

The undersigned Nantahala Power & Light Company, a North Car-Town of Franklin, including dam, power house, all machinery now tribution systems, street lighting system, substations and transformer stations, including lands on which the same are located, meters, 1933, in accordance with the terms time to time prescribe; and that (3). The company agrees to keep house tap services, and all ap- of the contract dated May 24, 1933, purtenances and equipment per-until such time as the Town of street surfaces which may be dis-tem lighted every night from dusk taining to the municipal electric light and power system of said Town of Franklin; and including described property. also all property flowage rights, rights of way and easements, together with equipment situated thereon or connected therewith, or used in connection with and a part of the Franklin hydro-electric power and light system, title to which now vests in the Northwest Carolina Utilities Corporation and which has been acquired by said corporation

Said property to be delivered law. free and clear of all liens and in- The undersigned agrees to ascumbrances; all fee lands to be conranty and all rights of way and mediately upon delivery of title to easements to be conveyed by such all of the property described hereinstruments as will convey to the in and satisfactory evidence that

pany, its successors and assigns, legal title thereto and such paywill at all times maintain the hy- ments shall be made to the town dro-electric plant and appurte- of Franklin. The town of Franktribution systems in satisfactory tire said bonds and to pay said inoperating condition, to enable it terest when they severally shall to render satisfactory service.

and power system and appurtenanc- Town of Franklin of each amount es above set forth, said town of due at least five (5) days before ilegts herein granted shall be limit- however, to make all lamp renew- and Regulations. Franklin to grant to Nantahala Power & Light Company, its suc- Franklin shall use such amounts so cessors and assigns, an exclusive received for the purposes intended (12) o'clock M.,..... at date of renewals. eixty (60) year franchise, granting the right to furnish, sell and distribute electric current, light, heat and power within the corporate limits of the town of Franklin as now existing and as the same may be hereafter extended or modified; together with all necessary and practicable rights of way and and light bonds when received by easements over the streets, alleys it. and other public ways and places in said town and over and upon any lands owned or leased by the municipality for the erection, maintenance and operation of poles, transmission lines, and other structures used for or in connection with the transmission and distribution of electric energy from said hydro-electric plant on the Little Tennessee River, or connected plants. The rates to be charged and collected for light, heat and power to all domestic and commercial users, including municipal the rates which may from time to time be prescribed and approved by the North Carolina Corporation necessary for it to diligently pros-Commission or other rate making body of the State. A copy of said franchise is herto attached and designated as "Exhibit A," and made a part of this proposal.

The town of Franklin shall also enter into a contract with the undersigned for a period of thirty (30) years for lighting the streets, alleys and other public places in said town. The terms and rates being fully set forth in the contract to be executed by said town of Franklin, a copy of which is hereto attached and designated as this proposal.

for said municipal plant, rights,

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asements and equipment hereinefore set forth and fully described n this proposal, to be as follows: The Nantahala Power & Light Company to assume payment of the

Notice is hereby given that an principal of the outstanding bonds ssued in connection with the building of said hydro-electric project Town of Franklin, Macon County, as of October 1, 1933, TWO HUN-11th day of July, 1933, at which (\$270,000) DOLLARS, evidenced by permission and consent is hereby ing an electric distribution system, six per cent Serial Bonds of said granted the Nantahala Power and in, along, and over the streeets, alelection the question of the ap- Town, dated October 1, 1924, to- Light Company, its successors and leys and public places of the said Attest: proval of the sale of the Town of gether with interest thereon, and assigns, to occupy and use the town, over which distribution sys-Franklin's hydro-electric plant to also to assume payment of addi- streets, alleys, and other public tem electric energy is to be disthe Nantahala Power & Light Com- tional issue of bonds, issued in con- places of the Town of Franklin, tributed; and pany will be submitted to the qual- nection with the construction of North Carolina, within the present ified voters of the Town of Frank- the hydro-electric project, amount- and future corporate limits of said sires the company, its successors Carolina; that the following is a DRED (\$17,500) DOLLARS, evi- ees, and assigns, may deem proper streets, for pumping water, and for er & Light Company and a copy with all interest thereon accruing wires, cables, conduits, insulators, of the Minutes of the Town of subsequent to June 1, 1933. In transformers and all other applianc- sires to furnish said electric ener Franklin accepting said proposal: the event the Town of Franklin es or connections necessary or conshall, after due diligence, be un- venient for the business and pur-PROPOSAL OF NANTAHALA able to acquire clear title to prop- poses of transmitting, conveying, hereto agree as follows: POWER & LIGHT COMPANY erty above described and tender conducting, using, supplying and TO PURCHASE THE MUNICIP. to the Nantahala Power and Light distributing electric current or en-AL ELECTRIC LIGHT AND Company clear of encumbrances, ergy for light heat, power, and all rights-of-way and easements by other purposes for which electric cables, conduits, insulators, trans-POWER PLANT AND SYSTEM such instruments as will convey to current may be useful or prac- formers meters and other inciden-NORTH CAROLINA.

the purchaser an unencumbered title by September 30, 1933, the Town by Septem Franklin will, in that event pay leys, and public places as from of electric energy during the term said Board of Aldermen as a part all bond interest and principal up- time to time may be necessary for on the two above issues of bonds the extension, operation, repair, and ficiently light the streets, alleys, mu-Town of Franklin, North Carolina: falling due before the delivery of renewal of the same or any por- nicipal buildings and other public said title. And the Nantahala tion thereof and to do all lawful Power & Light Company will, up- acts necessary to insure safe and electric energy to operate the on receipt of such warranty deed, efficient public service. for your consideration and prompt acceptance the following proposal for the purchase of the electric for the purchase of the electric for acceptance the following proposal for the purchase of the electric for the purchase of the electric for acceptance the following proposal for the purchase of the electric for the purchase of the electric for the purchase of the electric for the following proposal for the purchase of the electric for the mid
SECTION TWO: Be it further inicipality; and to extend said distribution system from time to time as the needs of the town may re
SCHEDULE "D"

For Power and Users of Large light and power system of the and principal immediately upon re- ditions: ceipt of such above described warranty deed, easements and rights- the poles and all other work in ets and shades and electric lamps for nuotors and large energy conflowage rights, rights of way and hala Power & Light Company will be done under the company is to erect these at comcontinue the management and op- supervision of the Mayor and Board pany expense at the location or 100 KW or greater. eration of the hydro-electric sys- of Aldermen of said town, and in locations designated by the govern-

> The Nantahala Power & Light and Light Company, its successors, which the company is not respon- 1.25c net per KW H for next Company shall execute to the town lessees, and assigns, to the satis- sible. of Franklin a deed of trust upon faction of the governing board of the above described property in said town. order to secure to the town of Franklin the payment of the pur- Power and Light Company its suc- street lighting and other municipal chase price above mentioned.

not deliver a good title to the above

equipment to be conveyed under town of Franklin from all damage rates: since, or which was not included this proposal shall be subject to to persons or property, caused by in the original deed from the Town the approval of the attourney for the erection and maintenance of such rate or rates as may be from schedule shall be the demand as thur T. Leonard, successor trustees make immediate settlement. This

Records of Macon County, N. C. Franklin as may be required by

sume payment of the bonds and inpurchaser an unincumbered title all legal requirements have been complied with by the Town of Nantahala Power and Light Com- Franklin in order to convey the

fall due. Nantahala Power & Light In addition to said electric light Company will make payment to the herein; and as evidence of its A. D., 19... faithful performance the town of Franklin will submit for inspection of representatives of Nantahala

Power & Light Company, its successors and assigns, all cancelled bonds and interest coupons of the above mentioned issue of its power town of Franklin at a regular meet-

Company will obtain from the Aluminum Company of America and deliver to the town of Franklin, a guarantee of that Company, Board of Aldersnen of the town to turn on and extinguish the for a period of not less than one assuring the faithful performance of the obligations assumed by the held on the .....day of .......... ply with all reasonable rules and of the company, contracts of short-Nantahala Power & Light Com- 1933. pany 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 buildings, to be in accordance with bonds is treated, and the undersigned under such provisions grants to the town of Franklin the time ecute to a conclusion the necessary legal steps required to perfect title to the property to be deeded to the Nantahala Power & Light Com-

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

> > EXHIBIT 'A" FRANCHISE

to

The price and terms of payment Nantahala Power and Light Com-

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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,

of Franklin after September 30, and regulations as they shall from person duly authorized by it. the sidewalks, street pavements or all lamps in the street lighting sys-Franklin finds that it can or can-placed by reason of such work to dawn during the term of this Energy Charge: shall be properly replaced and re- contract unless prevented by storms laid by the said Nantahala Power or other providential causes for 10,000 KW H used per month.

The title to all properties and fully protect and indemnify the ed by this contract at the following excess. October 1st, 1928, and recorded in approval and ratification by the Book R-4, page 221 et seq. Deed Qualified voters of the town of energy within the town of Franklin on account of which judgment

town. (c). That said Nantahala Power and Light Company, its successors, lessees, and assigns, shall in con- plying water or other motive power tructing and maintaining the system of electric lines poles, wires, as published by the company and and other structures pertaning to approved by the Corporation Comits distribution system in said town submit and be subject to all reasnances, transmission lines and dis- lin shall use such payments to re- onable laws, rules and regulations all lamps necessary for lighting its for motors and other electrical of said town of Franklin enacted streets, alleys, and other public consuming devices with a connectfor the regulation or control of the

> same. SECTION THREE: Be it further en lamps so that the service may Service hereunder will be supresolved that the rights and privbe uninterrupted; the Company, plied in accordance with the Rules
>
> resolved that the rights and privbe uninterrupted; the Company, plied in accordance with the Rules
>
> conveyances made by the North
> We are sorry to learn that H. the due date, and the Town of ed to a period of sixty (60) calen- als necessary if requested by the dar years, from and after twelve town, at the usual standard price Demand Charge:

> > in conflict herewith, be, and the monthly installments on or before 1.25c net per KW H for the same are hereby repealed.

regular meeting of said Board, Passed second reading and unani- lamps and materials. mously adopted and ratified by the of Franklin at a regular meeting

Mayor,

Town Clerk The foregoing franchise is hereby accepted and all of its terms and conditions agreed to, this ... day of 1933. NANTAHALA POWER AND LIGHT COMPANY

President.

Secretary

EXHIBIT "B" MUNICIPAL LIGHTING CON TRACT

North Carolina, Macon County.

entered into on this, ......day of A. D. 1933. by and between the TOWN OF and attested by its town clerk and POWER AND LIGHT COMPANY, has caused the same to be signed to register to register for this J1-5tc-TofF-I29

LEGAL ADVERTISING

a corporation duly organized and by its president, attested by its existing under and by virtue of the secretary, and its corporate seal to accurate list of the qualified vot. North Carolina, laws of the State of North Caro- be hereunto affixed. lina, hereinafter called the com-

WITNESSETH:

THAT WHEREAS the town has SECTION ONE: Be it resolved granted a franchise of even date by the Board of Aldermen of the herewith to the company for the Town of Franklin that exclusive purpose of maintaining and operat-

WHEREAS the said town delin as required by Section 2023 of ing, as of June 1, 1933, to SEVEN- town as from time to time the and assigns, to furnish electric other municipal property, and for that Saturday, July 1st, shall be North Carolina, in the Town of said company, its successors, less- energy for use in lighting its copy of the proposal to buy said denced by six per cent Serial or necessary for the erection and other municipal purposes, except of the Town of Franklin by Nan- from 8 a. m. to sunset, and no the complaint of the plaintiff. plant made by the Nantahala Pow- Bonds, dated June 1, 1926, together maintenance of poles, towers, lines, for resale, during a period of thirty tahala Power and Light Company longer, and that each and every (30) years; and the company degy during said period.

(1). The company agrees to furnish, erect and maintain at its own expense all poles, towers, wires, of this agreement, in order to ef- of its permanent record. places in said town, and to furnish pumps supplying water to the mu-

(2.) The Town of Franklin is tem for and on behalf of the Town accordance to such reasonable rules ing board of said town or by such

(4). The company agrees to furnish said town all such electric (b). That the said Nantahala energy as may be required for cessors, lessees, and assigns, shall purposes during the period cover-

mission or distribution of electric purposes exclusive of municipal years, provided that, in the opinion buildings.

veyed by deed of general war- terest as herein provided, im- might be rendered against said the same rate charged by the com- ticular circumstances. pany for lighting business houses situated within said town.

at standard rates for such service mission of North Carolina.

places, and to promptly deliver to ed capacity of not less than 21 any actual or contingent lien or was given at the home of Mrs. the Company lamps to replace brok- KW or more than 100 KW.

(6). The Town agrees to pay Energy Charge SECTION FOUR: Be it further Company for all electric energy furnished under this contract in KW H per month.

2c net per KW H for first 2,000 entitled action, subsequent to the Mrs. Wm. Howard, of Dillard, conveyance of said property by Ga, has been visiting her brother, the tenth (10th) day of each month, net 10,000 KW H per month, Adopted and passed first reading upon the statements rendered by Ic net per KW H for the excess. by the Board of Aldermen of the the Company for all energy, lamp Contract Demand: ing held on the ..... day of ..... nished during the preceding month schedule shall be the contract de-....., 1933, and continued for sec- at the rates for electric energy mand as determined under Rule 4 The Nantahala Power & Light ond and final reading to the next above set forth and-or attached of the Rules and Regulations for hereto; and at current prices for power service.

time be enacted by the governing ular circumstances. board of said Town.

amount of energy furnished and Board of Aldermen of the Town made a part and parcel of same, home folks. used under the terms of this agree- of Franklin was held at 8:30 o'clock to which Exhibits reference is herement shall be determined by stand- p. m., June 5, 1933. The meeting by made for a more complete and Grove has been changed to Sunday ard meters properly installed, main- was called to order by the Mayor, detail description of said property, afternoon at 2:30 o'clock, instead tained, and inspected by the Com- The following members were pres- and the said defendants, Jupollo of Sunday morning. inspection, and the readings veri- men R. D. Sisk, J. H. Fouts and Rock Light & Power Company, the week-end in Cornelia, Ga, with fied by the governing board of J. B. Pendergrass. said Town or their duly appointed representatives.

and after twelve (12) o'clock noon of the day and year first above

IN TESTIMONY WHEREOF, the said Town of Franklin has THIS AGREEMENT, made and caused this contract to be signed ers of the Town of Franklin, in its corporate name by its

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TOWN OF FRANKLIN Ву ..... Мауот.

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

By ..... President.

Secretary.

1933, at which meeeting there were said Board:

Mayor.

Quantities of Electric Energy This schedule is applicable to

Town Clerk.

(a). That the work of erecting to furnish at its expense the brack- consumers using electric service Service will be supplied hereun-

> Rate Demand Charge: \$1.35 per KW of demand,

20,000 KW H used per month. 1.0c net per KW H for next successor Trustees, and all other of Macon County, N. C., this is 60,000 KW H used per month. 0.9c net per KW H for next 100,000 KW H used per month.

Contract Demand: Three (3) cents per K W H or The contract demand under this Republic Trust Company, and Ar- indebted to said estate will please poles, wires, cables, conduits or time to time approved by the determined under provisions of Rule and all other parties having or 3rd day of July, 1933. Service Company under deed dated This proposal is subject to such other works or equipment owned Corporation Commission or its suc- 4 of the Rules and Regulations for claiming any interest in the subject

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

(5). The town agrees to furnish consumers using electrical service parties having or claiming to have of Macon county.

\$1.35 per KW per month.

street lighting system and to com- year, provided that, in the oninion ments, rights-of-way, together with regulations that may from time to er duration are justified by partic-

This agreement shall remain in proposal of the Nantahala Power ing or claiming any interest in the full force and effect for a period & Light Company to purchase the subject matter of this action, will Bobbie, spent Saturday with Mrs. of Thirty (30) calendar years from municipal electric light and power further take notice that they are J. B. Snyder.

By J. FRANK RAY Mayor. Attest: Geo. Dean, Clerk.

"Exhibit B," and made a part of Granted by the Town of Franklin FRANKLIN, North Carolina, a secretary, and its corporate seal to That an entirely new registration municipal corporation hereinafter be hereunto affixed; and the Nan- has been called, and that it will called the town, and NANTAHALA tahala Power and Light Company be necessary for all persons entitled

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election, so that a complete and ers of said Yown can be made and Macon County. ascertained.

That John W. Edwards has been Bertha Purdy appointed registrar, and A. L. Leach and George A. Mashburn, William Purdy The foregoing contract for the 9 o'clock a. m. until 5 o'clock p. notice that he is required to appear furnishing of electric energy for m. on each day, Sunday excepted, at the Office of the Clerk of the the purposes of lighting streets and for seven days preceding July 1st; Superior Court of Macon County, the furnishing of energy for pump- challenge day; that the polls will Franklin, on the 8th day of Auging of water for the water supply be open on the day of the election ust, 1933, and answer or demur to was duly considered, discussed, ap- qualified voter whose names approved and ratified at a regular pears on the registration books will meeting of the Board of Aldermen be entitled to vote; that a ballot NOW THEREFORE, the parties of the Town of Franklin, held on will be furnished to each qualified 122-4tc-4pd-fly13 the ..... day of ...... elector at said election, which ballot will contain substantially the present the following members of following words: "For sale of hydro-electric plant," and "Against sale of hydro-electric plant." One Macon County, N. C., this is to proper furnishing and distribution be spread upon the Minutes of one of which the voter will mark to exhibit them to the undersigned an (X) in front of the alternative on or before the 27th day of

> vote. 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.

der in accordance with the Rules Mayor, J. Frank Ray, and its in ber of their recovery. All perand Regulations for power service. Board of Aldermen, consisting of J. H. Fouts, R. D. Sisk, and J. B. Pendergrass

Jupollo Public Service Company, 11-6tp-Jly6 1.5c net per KW H for first Blowing Rock Light & Power Company, Northwest Carolina Utilities, Inc., Central Republic Trust Company and Arthur T. Leonard, of Fred N. Parrish, deceased, late parties having or claiming any in- to notify all persons having claims terest in the subject matter of this against the estate of said deceased action.

The defendants, Jupollo Public on or before the 3rd day of July, 0.85c net per KW H for the Service Company, Blowing Rock 1934, or this notice will be plead in Light & Power Company, Central bar of their recovery. All persons tion, will take notice that an ac- J6-6tp-A10 This schedule applies to service tion entitled as above has been from, or on account of the trans- lic places and other municipal for a period of not less than five commenced in the Superior Court of Macon County, North Carolina, of the Company, contracts of short- for the purpose of declaring the For lighting municipal buildings, er duration are justified by par- plaintiff, the Town of Franklin, to

any interest in the subject matter. A party honoring Mrs. Paschal interest in the property described C. H. Norton Saturday night, June in "Exhibits A and B" attached to 24. Many useful and beautiful west Carolina Utilities, Inc., or any N. Thomas has the mumps. of the other defendants, or any The C. C. Camp boys have been other parties claiming any interest in the Coweta section building in the subject matter of the above roads and cutting timber. the plaintiff, the Town of Frank- C. R. Cabe. lin, and purporting to affect the Mrs. R. W. title of the Town of Franklin, be Franklin, is visiting her parents, declared to be a cloud upon the Mr. and Mrs. J. E. Cabe moved; that the property, which spent last week visiting her paris the subject matter of said ac- ents, Mr. and Mrs. M. R. Ramey tion, consists of a dam and power at Dillard, Ga. plant located at Leopard's Bend, on Mr. and Mrs. Sanford Smith and the Little Tennessee River in Ma-children have been visiting relatives (7). The company further agrees This schedule applies to service con County, North Carolina, to- in Anderson, S. C. other real and personal property located in Macon County, North Carolina, and which is set out in The regular meeting of the tached to plaintiff's complaint and to spend the "Big Fourth" with

pany, said meters to be subject to ent: Mayor J. Frank Ray; Alder- Public Service Company, Blowing Central Republic Trust Company Lois Snyder. Upon motion of R. D. Sisk, sec- and Arthur T. Leonard, successor The farmers in this community onded by I. B. Pendergrass, the Trustees, and all other parties hav- are getting ready to thresh wheat. plant and system of the Town of required to appear at the office of Franklin, North Carolina, a copy the Clerk Superior Court of Ma- GRAHAM ON CONSUMERS of which is hereto attached, was con County, in the Courthouse in GROUP unanimously accepted, subject to the Town of Franklin, Macon Countries the approval of the qualified votday of June, 1933, and answer or covery act, has appointed a commitdemur to the complaint in said ac- tee of five as a consumers advistion, or the plaintiff will apply to ory board. Dr. Frank Graham, in said complaint.

This 30th day of May, 1933. FRANK I. MURRAY, Clerk Superior Court.

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NOTICE OF SUMMONS In the Superior Court.

judges of said election; that the The defendant, William Purdy registration books will be open on will take notice that an action en-Saturday, June 10, 1933, and re-titled as above has been commencmain open until Saturday night, ed in the Superior Court of Macon July 1, 1933, both included, Sunday County, North Carolina, for the excepted, for the registration of purpose of obtaining an absolute voters; that the registration books divorce from the bonds of matriwill be at the Town office in the mony now existing between the Bank of Franklin building, on each plaintiff and the defendant. And Saturday, and shall be open from the said defendant will further take

This the 19th day of June, 1933, FRANK L MURRAY,

Clerk Superior Court, Macon County, North Carolina.

**EXECUTOR'S NOTICE** 

Having qualified as executor of W. H. Higgins, deceased, late of notify all persons having claims for which he or she desires to 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 The Town of Franklin, by its 1934, or this notice will be plead sons indebted to said estate will please make immediate settlement. This 29th day of May, 1933.

R. M. LAMBERT, Administrator.

ADMINISTRATRIX NOTICE Having qualified as administratrix to exhibit them to the undersigned

ELEANOR C. PARRISH, Administrator.

Otto

Mrs. Allen Ledford and a party be the owner in fee simple of cer- of friends attended the unveiling of tain lands, property, improvements, a monument at Dillard, Ga., Sunand additions thereto, as described day, June 18. The monument was in "Exhibits A and B" attached to erected by the W. O. W. Lodge plaintiff's complaint, said Exhibits in honor of Mrs. Ledford's husbeing made a part and parcel of band, the late Allan Ledford, Mr. this notice, and also for the pur- Ledford, who was killed in an pose of excluding the defendants automobile accident near the Geor-This schedule is applicable to and each of them, and all other gia line last summer, was a native

Well's Grove Mr. and Mrs. Tom Phillips and detail in the contract and deed at-children, from Brevard, are here

Beatrice and Grace Snyder spent

Mrs. Albia Keener and little son,

the Court for the relief demanded president of state university, is a member.

> Halifax county clover growers report having 35,000 pounds of excellent crimson clover seed for sale,