

## BILL TO AUTHORIZE FREEZING OF FUNDS OF TOWN AND CO.

(Continued from page one)

when it closed December 15, last, and to place a part of the deposits in a surplus fund in the bank. The county had on deposit about \$600,000, including notes which are not due until 1934 and the bill authorizes that 70 per cent of the amount may be "frozen" for a period of three years. The surplus fund is to be not less than 30 per cent of the deposits.

The act also authorizes the officials of the Town of Brevard to enter into a like agreement to "freeze" deposits with the directors of the bank.

The bill to allow a contraction, or lessening of the size of Brevard by reducing the town limits, passed its third reading in Senate Friday, after having already passed the House, and was ordered enrolled for ratification, which was completed Saturday.

### Cherryfield News

Mr. Ground Hog has caused us a considerable amount of bad weather. His shadow must have been very large.

Thomas Ezra is working for the government on Davidson River.

Mrs. Alma Southern is on the sick list.

Mrs. B. B. Williams is suffering with flu.

Jess Huggins has moved back to his farm in our neighborhood.

J. P. Whitmire was in our section on Monday.

This cold weather and snow is preventing the farmers in our section from doing the work they think is needed.

Miss Dixie David of Rosman, is spending a few days with Mr. and Mrs. Eugene Southern.

Fred Whitmire is hauling used wood from our section this week.

Sterling Galloway of Wolf Mountain, spent one day last week with A. S. McKinna.

Brisco Whitmire is building a work shop.

Roy Searcey of Roston, Ga., is visiting his sister, Mrs. Cecil Hensley.

Cecil Hensley spent last Sunday with Bill Jackson at Rosman.

J. S. Wilds was in this section Tuesday.

## PRITCHARD FILES CHARGES ON WHICH CONTEST IS BASED

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register and take the oath required by law, and that such voters thereafter, although illegally and unlawfully registered, cast their votes for the claimant, and said votes were counted in the total number certified as cast for said claimant.

2—Registrars in many precincts entered on their registration books names of voters who did not in fact register and take the required oath, as fixed by law, and thereafter, at said election on November 4, 1930, votes were cast in the names of such persons and included in the total votes certified to have been received by the claimant.

3—That during the period of registration, registrars traveled throughout their precincts and registered democratic voters, but did not register republican voters, thus insuring the registration of all democrats and making it almost impossible to register the republican vote. This practice constituted an unlawful disregard of the duties of said registrars, who were sworn to discharge their duties in an impartial manner.

4—Many thousands of illegal and fraudulently obtained absentee ballots were cast in behalf of the claimant. Included in such illegal and fraudulently obtained absentee ballots were the following:

(a) Ballots based upon absentee affidavits and certificates executed by officers and physicians to be used illegally by workers, in many cases without the knowledge of the voters.

(b) Ballots in the names of voters who failed to vote in person, but who were neither sick nor absent, as contemplated by law.

(c) Absentee ballots not accompanied by affidavits or certificates as required by law.

(d) Absentee ballots not endorsed by the voters.

(e) Absentee ballots cast in the names of non-resident and unqualified persons.

5—In violation of law, many persons employed as markers forced their assistance upon voters and exercised duress and undue influence in persuading said voters to cast their ballots for the claimant and in many cases actually marked said ballots contrary to the wishes and directions of the voters, all of which said ballots thus obtained were included in the total number of votes certified to have been received by the claimant.

6—There was a general interference by political workers with voters in the election inclosure, and in the booths, such interference being in violation of law, under which it is required that a 50-foot space around the ballot boxes be kept free and clear. Such interference resulted in undue and improper influence and persuasion upon many voters who, because of same, were deprived of the exercise of their own free will, and whose votes, as a result of said interference, were cast for and included in the total certified as having been received by the claimant.

7—Many persons employed as markers, with intent to defraud, marked only the top ballot in the hands of the voters, which resulted in voiding all but the top ticket, thereby partially disfranchising many thousands of unsuspecting voters.

8—Many persons employed as markers deliberately marked the ballots, contrary to the instructions of the voters.

## DEPOSITORS MEET FOR DISCUSSION OF PLAN TO OPEN BANK

(Continued from page one)

being made in securing the necessary legislation. This committee says there is no need of obtaining signatures to the agreement by individual depositors until the town and county, the bank's largest depositors, are enabled to also enter into the agreement. The county has nearly \$600,000 on deposit, while the town has more than \$30,000 on deposit, these two accounts alone embracing more than two-thirds of the deposits in the closed institution.

While many questions were asked at the meeting Saturday by individual depositors, there was, however, a marked spirit of co-operation and a most apparent desire on the part of all to do that could be done in the matter of re-opening the bank. The plan as read was not, it is said, entirely satisfactory, and A. F. Mitchell, attorney, who has done much work in the past few weeks in connection with the re-opening of the bank, gave to the press an outline of an agreement, which, he believes, expresses the kind of an agreement that most of the depositors attending the meeting will be willing to sign. It is different in some respects to that plan read at the meeting, and the features in the plan as outlined by Mr. Mitchell are suggestions that have been made by depositors, embracing features that these depositors will, it is said, insist upon having incorporated in the agreement.

Following is the plan submitted by Mr. Mitchell, which, he says, expresses the wishes and desires of the many depositors having talked to him about the matter:

**The Plan**  
State of North Carolina,  
County of Transylvania.

**This Indenture Witnesseth:** I, we, the undersigned depositors of the Brevard Banking Company of Brevard, North Carolina, do severally agree and contract with said bank in consideration of arrangements being made to re-open and effect a re-organization of directors and officials, and increasing the capital stock of said bank by the sum of not less than Thirty-five Thousand (\$35,000) dollars, which amount shall be subscribed and paid in as the law permits in such cases without delay, and the said bank actually re-opened with the approval of the state authorities, and—or the State Banking Department on or before the . . . day of . . . . . A. D., 1931.

That I, we will postpone legal demand until November 1st, A. D., 1933 per seventy (70) per cent of our—my deposits certified as of closing date Dec. 15, 1930 evidenced by either time or demand certificates as the case may be; Provided that the authorities in charge of said bank shall pay dividends prior to Nov. 1st, A. D., 1933 as often as ten (10) per cent of said outstanding claims can be met by collections made from the assets of said bank.

That I, we will and do contract with said bank that the remaining thirty (30) per cent of our—my balance, deposits, claim or claims shall be turned into a surplus fund, which shall remain as such until the earnings of said bank are sufficient to pay said thirty (30) per cent back to the said depositors, it being provided that all of said surplus fund shall be paid back to the said depositors before any other distribution is made thereof, and provided further that the distribution of said surplus fund shall be made pro rata among the depositors when and as the earnings of said bank shall equal ten (10) per cent thereof.

That I, we further agree that in the course of liquidation of the assets of said bank existing prior to December 15th, A. D., 1930, said bank may loan from collections on hand not exceeding ten (10) per cent of deposits prior to December 15th, A. D., 1930, when and in the judgment of the board of directors of said bank such loans will be beneficial to the interests of said depositors having claims prior to Dec. 15th, A. D., 1930 against said bank.

That I, we further agree with said bank that our—my certificate or certificate of deposit shall be accepted by said bank before maturity for full face value in settlement and satisfaction of note or claim that said bank may have against us—me that is to say that when said bank is the holder and owner of said note or claim against us—me.

That I, we further agree that any new deposit made in said bank after the re-opening as a result of this agreement, and any new assets thereafter accruing to said bank, shall be kept entirely separate, apart and distinct from the assets belonging to said bank prior to December 15th, A. D., 1930, and that depositors having claims against said bank prior to December 15th, A. D., shall have no claim or demand whatsoever against any deposits made or assets accruing after December 15th, A. D., 1930. The purpose of this paragraph is that the creditors of said bank prior to December 15th, A. D., 1930 shall share in the assets existing as of that date, and that any new depositor or creditor holding claims accruing after December 15th, A. D., 1930, shall have all assets or deposits accruing after said date.

It is further mutually agreed and understood that in the event of failure of said bank to re-open as herein specified, or to re-open and fail again we relinquish none of claims or rights and it will be our desire that the state speedily liquidate the assets of said bank and pay over to us our pro rata share.

Witness my—our hand—hands and seal—seals this . . . day of . . . . . (Seal)

Witness . . . . . (Seal)

Approved by . . . . .

## Society News and Club Activities

### JUNIORS TO ENTERTAIN SENIORS MARCH TWENTIETH

The Junior-Class of the Brevard High School will be host to the members of the Senior Class at the annual banquet, on Friday evening, March 20, in the Masonic hall room, the Ladies' Society of the Methodist church to have charge of the affair, while the sophomores making the highest scholastic grades will be privileged to act as waitresses. The young ladies to receive this honor are Mary Nell Black, Ella Mae Scruggs, Mary Burnette, Ruth Pickensimer, Justine Wright, and Lois Barnette.

Fifty juniors and forty seniors are expected to attend the banquet.

### MUSIC AND LEISURE TO BE SUBJECT OF MEETING

The Parent-Teacher Association is planning an interesting program for Monday evening, March 16, at 7:30 o'clock. The public is cordially invited to attend the meeting, and the subject "Music and Leisure," promises an interesting hour for all who attend. Following is the program that has been prepared for the occasion:

The Invincible Eagle—J. P. Sousa—Orchestra.

Devotional Exercises.

The Old North State—March—A. B. Carter—Orchestra.

Three Sketches in Mexican Style—A. B. Carter—Orchestra.

Music and Leisure—Miss Janie Strickland.

Group of Favorite Songs by All—Led by Miss Eva Call.

Prelude—Alvin Moore—Alvin Moore.

Prelude—Alvin Moore; Eldorado—Alvin Moore—played by Alvin Moore.

Birth of Joy—Quartet—Brahms—Messdames J. M. Allison, O. L. Erwin, Alex Kizer and Edgar Loftis.

Medley of the South—Quartet—Henry H. Pike—Messdames J. M. Allison, O. L. Erwin, Alex Kizer, and Edgar Loftis.

Lord, I'm Helpless, Poor, and Needin'—Donald Lee Moore; A Prayer—Donald Lee Moore; To Thee, My Love—Donald Lee Moore, played by Donald Lee Moore.

Selections—Mrs. Carl McCrary.

### PRESBYTERIAN AUXILIARY INSTALLS OFFICERS

The Woman's Auxiliary of the Brevard Presbyterian church met in the church hut on March 5th with the president, Mrs. P. N. Simons, in charge. The devotional was led by Mrs. W. M. Cloud. The new officers for the year were installed by the pastor, Rev. R. L. Alexander.

April First is the beginning of the church year and the following officers will be in charge:

President, Mrs. P. N. Simons; vice president, Mrs. W. M. Cloud; secretary, Mrs. R. W. Everett; treasurer, Mrs. J. W. Smith; chairman of circles are: Number One, Miss Lyday; No. 2, Mrs. Hinton McLeod; No. 3, Mrs. A. H. Harris; young women's circle, Mrs. R. L. Alexander; home circle, Mrs. Sam McCullough.

Secretaries of Causes are: Spiritual Life, Mrs. S. P. Verner; Foreign Missions, Mrs. T. H. Shipman; Home Missions, Mrs. T. G. Miller; Synodical and Presbyterian Home Missions, Miss Annie Cash; Christian Education and Ministerial Relief, Mrs. A. N. Jenkins; Literature, Mrs. H. L. Wilson; Social activities, Mrs. Jerry Jerome; Christian Social Service, Mrs. Harry Patton; Religious Education, Mrs. J. A. Miller; Pastor's Aid, Mrs. W. M. Fetzer; Historian, Miss Julia Deaver.

### BREVARD GIRL WINS HIGH HONOR IN CONTEST

Last Saturday Miss Rhuemina Beddingfield ably represented the Brevard Junior Music club in the district elimination contest held in the Central Methodist church, Asheville. All contestants receiving a score of 85 points were qualified to enter the state contest to be held in Salisbury on March 14th. Miss Beddingfield scored 92 points. Although her Asheville opponent scored a point and a half more, many musicians present expressed the opinion that Miss Beddingfield's programme was superior, and that if she goes to Salisbury she will have an excellent chance of winning the state contest.

### SARAH TAYLOR CIRCLE MEETS WITH MRS. NEWLAND

Mrs. C. L. Newland was hostess to the members of the Sarah Taylor Circle of the Methodist church on Monday afternoon of this week.

Mrs. H. E. Boucher, president, was in charge of a most enjoyable program, the subject dealing with Home Missions and study was devoted to "The Indian-Cajans of Alabama." Business matters were discussed.

Mrs. Newland served a most delightful refreshment course and the meeting adjourned to meet with Mrs. Ada Teague and Mrs. Elaine Kilpatrick the first Tuesday in April.

A call meeting to discuss matters of business was set for the fourth Monday of this month.

### Adults Contract Children's Diseases

Adults can, and do, contract many children's diseases. And, usually, they suffer from them much more than children do. For instance, many adults contract worms, an ailment usually associated with children. Sometimes they suffer intensely and take expensive medical treatments, without realizing that worms are the cause of their troubles. Yet, the symptoms are the same as in children, loss of appetite and weight, grinding the teeth and restless sleep, itching of the nose and anus, and abdominal pains. And, the same medicine that surely and harmlessly expels round and pin worms from children will do the same for adults—White's Cream Vermifuge, which you can get at

### FOR RENT:

TWO ROOM CAMP Cottage, furnished, on Highway near Toxaway, \$1.00 per week. Will give part time employment to man tenant. Write Dan Reid, Oakland, N. C., or see Editor The News.

## CENTRAL MARKET

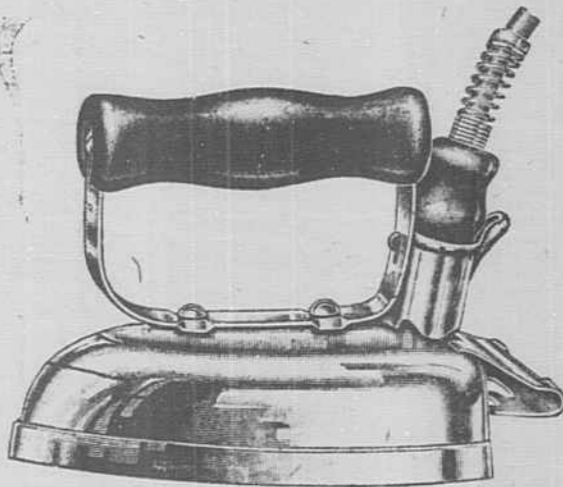
Phone 124 49 W. Main St.

### SPECIALS FOR THIS WEEK

Boiled Ham . . . . . 45c lb  
Steak . . . . . 19c lb  
Pork Liver . . . . . 12½c lb  
Beef Stew . . . . . 12½c lb

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SMITH'S BARBER SHOP

NORTH CAROLINA,  
County of Transylvania.

In the Matter of  
**BREVARD BANKING CO.**  
Brevard, N. C.

Notice to  
**Creditors to**  
File Claim.

Under authority of Subsection 10 of Section 218 (c), Consolidated Statutes, all persons who have claims against the above named bank are hereby notified to present proof of claim at Brevard on or before the 9th day of June, 1931.

Failure to present claim on or before the above date bars the claim not presented except as to the assets of the bank in the hands of the Corporation Commission for the account of said bank at the time the claim is presented.

Objection to the allowing of any claim may be made by any interested person by filing such objection in the pending action in the office of the Clerk of the Court of this county and by serving a copy thereof on the Chief State Bank Examiner or the Liquidating Agent of this Bank.

This the 9th day of March, 1931.

NOTE: In filing claims for Cashier's Checks or Bank Drafts or Certificates of Deposit the particular instrument must be surrendered when Proof of Claim is presented.

W. W. WOODLEY Jr.  
Liquidating Agent of  
Brevard Banking Company,  
Brevard, N. C.

Call at Brevard Banking Company for forms for filing claims.