

Anthony Found Not Guilty

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Harkers Island. He testified that he bought a 1934 Buick from Mobley on Dec. 12, 1935. "Mr. Mobley allowed me \$800 on my old car and I gave him \$400 more to make a down payment of \$1,200," he said. "I financed the balance through Atlantic Discount Corp. When I got my contracts from Atlantic Discount I didn't like the deal and went to Mr. Mobley.

"I told him I wanted my old car back and would make him a present of the \$400 I had given him as partial down payment on the new car. Mr. Mobley said he couldn't do that so I asked him how much it would take for me to pay off the new car right then.

"He said he would call Atlantic Discount and find out so I waited. In a few minutes he came out and said the balance was \$2,359.03. I told him to make out a check for that amount and I would sign it. He made the check payable to Mobley Buick Co. and I signed it and got a receipt and the title to the car.

"Later I got a letter from Atlantic Discount telling me not to make any more payments to Mobley Buick Co. but to send the payments directly to them. I wrote back that I had paid for the car and had my check and title to prove it.

"In three or four days a couple of fellows came by said they were from Atlantic Discount. They wanted to see the check and title. After looking at them, the men told me that I still owed them for the car since they held a mortgage on it. "A little later two men from the SBI came around and wanted to take pictures of the check and title.

"The next man to come to see me was my good friend Bobby Bell (deputy sheriff). Bobby walked in and said, 'I guess you know what I have come for,' and I told him so many things had happened I didn't have any idea.

"Bobby told me he had papers to pick up my car. He was good enough to let me go see my lawyer, Harvey Hamilton Jr., first. Mr. Hamilton called the sheriff and made a deal so I could post \$5,000 bond and keep my car. Two of my friends signed the bond for me.

"That is the way it stands now. All I want is that little piece of paper with my name on it that Atlantic Discount is holding," Mr. Lewis concluded.

Mr. Johnson testified that Mobley had continued to make payments for Mr. Lewis after the date on the check that should have cleared the account.

The second witness, Clifford Merrill, was asked to wait for a few minutes while Morehead City mayor George Dill gave a character testimony for Mobley. The mayor was in a hurry since he had charge of a funeral that afternoon.

Mr. Dill said that he had known Mobley ever since he came to Morehead City about 12 years ago. "Earle and his family were outstanding citizens, active in church and civic affairs," the mayor stated.

"Earle served in the state legislature at his own expense. I had never heard anything detrimental about him prior to this situation. I don't know how he managed to get involved but I do know that there is still a lot of good in him.

"He is the same man that I knew years ago before all this came up. I could still do business with Earle," the mayor declared.

Mr. Merrill was then called to the stand. He said that he was a farmer. "I bought a car from Mobley and had it financed through the Atlantic Discount farmer's plan—a large payment every six months," he began.

"When I found I couldn't meet one of the payments I went to see Mobley and asked him about refinancing the car. He told me how much I owed Atlantic Discount and drew up papers with Commercial National Bank for that amount, telling me that he would get the money from the bank and send it to Atlantic Discount.

"After waiting a reasonable length of time to get my cancelled contract from Atlantic Discount, I started to town to see Mobley about it. On the way to town I learned that he was out of business as I turned around and went home.

"Later a man from Atlantic Discount came to my farm and told me that I owed them \$320. I said that I had paid them off and was waiting to get my cancelled papers from them. I'm still in the middle," he remarked.

John Ebron, Morehead City, was called to the stand. He said that he contracted with Mobley Buick Co. for a 1934 Chevrolet July 4, 1937. He said that he wanted to finance the car through First-Citizens but Alvin West, a Mobley employee who "filled out the papers" said that Mobley financed through Atlantic Discount.

Later Mr. Ebron said he went to David Murray, Statewide Insurance Co. agent, relative to insurance on the car and Mr. Murray called Mr. Mobley and Mr. Mobley said that it was okay to carry insurance with Statewide.

Mr. Ebron also decided that he wanted the Commercial National Bank to finance the car. This was agreed to by all local parties concerned and the witness said that he started making his payments to Commercial.

Then he started getting notices from Atlantic Discount that his payments on the car were overdue. In January he said he got a notice that \$25 was due on insurance. He said he wrote Atlantic Discount,

telling them that the car was financed through Commercial National Bank and insured by Statewide.

The next thing he knew, Mr. Ebron declared, the Mobley company was closed. Representatives from Atlantic Discount called on him and he said they told him, "It was through your letter that we were led to the truth."

He says that Atlantic Discount and Commercial bank both claim that he owes them.

Similar stories of car deals made with Mobley, and the buyer left holding the bag, were told by Hiram Gillikin, Connie Daniels, Raymond Kennedy, Capt. W. H. (Bill) Styron, Carl Ackerson and T/Sgt. Paul Bray.

Gillikin said he has since settled with Atlantic Discount. Daniels says that Atlantic Discount claims he still owes them \$230, although he has paid that money to Mobley and has receipts to show for it.

\$1,800 Owed

Kennedy says that Atlantic Discount says he still owes them \$1,800 on his car. Captain Styron says that the discount company says he owes them over a thousand dollars, in spite of the fact that he sold his Buick to Ackerson and Ackerson paid it off to Mobley, in full.

Ackerson said he learned later that the \$2,180.10 he paid Mobley

was never applied to the car account.

Sergeant Bray testified that he lost between \$250 and \$300 on a verbal agreement he made with Mobley.

Clyde D. Fentress, SBI agent, was the next to take the stand. He told of a Marine officer who signed a \$2,400 note for a car. In three days he got the cash, went to Mobley Buick Co. and paid off the note.

The secretary at Mobley's found the sales contract but could not find the note. The officer later learned that the note had been turned over to the Commercial National Bank. The bank paid Mobley \$2,400 and informed the officer that he owed them \$2,400.

To keep his credit rating and his record with the Marine Corps clear, the officer had to pay the bank \$2,400 besides the \$2,400 he had given Mobley. He lost \$2,400.

Alvin H. Mills, Mr. Fentress said, bought a car from Mobley. It was financed through Atlantic Discount and later refinanced through Commercial bank. The witness said that Mobley had never paid off the lien to Atlantic Discount. Loss in this deal was set at \$1,500.

J. P. Thomas with the SBI testified that a Mr. Rigdon who bought a 1934 Buick from Mobley lost \$575 on the deal.

Ray Cummins, Morehead City, was called to the stand as a char-

acter witness for Mobley. Mr. Cummins weepingly told the court that Mr. Mobley was a fine gentleman. In the midst of his praise he stated that he didn't know whether he would consider buying a car from him.

Court adjourned until 9:30 yesterday morning, when the case against Fred Anthony was resumed.

The first witness was Mr. Johnson, manager of Atlantic Discount. His story related how Atlantic Discount discovered that a car Anthony signed papers for had never existed. The serial number and motor number were fictitious. The State Motor Vehicles department had no record of such a car. It was supposed to be a 1936 Buick.

He said Anthony finally admitted that he had never seen such a car but that he signed the papers as a favor to Mobley. He said that Mobley told him if he would sign the papers, he (Mobley) "would take care of the rest."

The car, Mr. Johnson commented, was "floor-planned." This he explained, was a process whereby the dealer has no investment in the car, but he presents a chattel mortgage to the finance company to assure repayment of the money advanced by the finance company.

In this case, Anthony signed the conditional sales agreement, note and chattel mortgage. All were presented as evidence by the state.

Cecil L. (Si) Adams was the next witness. He said he was manager of the installment loan department of the Commercial National Bank.

He identified a note for \$2,733, which he said was signed May 25, 1934 by Frederick Anthony, the defendant. He said that the bank paid approximately \$2,400 to Mobley after receiving the note signed by Anthony.

Mr. Adams testified that when payments on the car stopped, \$1,936 was still due on the note. It was not brought out in testimony who was making the payments. But it wasn't Anthony.

Miss Verna Jean Rabon, who was secretary and assistant manager of the loan department at the time, testified that she mailed several notices to Anthony to the effect that he owed payments on the car.

Mr. Fentress, on the stand, said that Anthony told him that the contracts Mobley presented to him were blank when he signed them. He told the SBI agent that he didn't own or make payments on the car. He also said he had worked for Mobley from 1943 to about 1955, and had not received any money as a result of signing the papers Mobley asked him to.

Moves for Non-Suit

At the conclusion of his testimony, Judge Hamilton moved for a non-suit on the basis that the state had not presented any evidence that Anthony and Mobley had feloniously and designedly attempted to cheat and defraud any finance agency. He said no proof was offered to show that Anthony received any reward or benefit as a result of signing the papers. The defense waived its initial

opportunity to sum up the case before the jury. The solicitor started his summation shortly before lunch. This was followed after lunch by Judge Hamilton's summation.

Drivers

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Pheips, Leamon J. Corbett, D. B. Willis and Walter C. Williams.

The grand jury had returned its report late yesterday afternoon.

True Bills

True bills were returned on Ernest Owens Lewis, charged with speeding; Harvey Earl Lee, driving drunk; Elbert Mann, violating fishing laws.

Not a true bill was found in the cases of Sonny Sykes, assault; Claude Temple Bullock Jr., and Larry Delmar Smith, driving drunk.

A. H. James, clerk of superior court, said that Sykes was mistakenly docketed for Monday on an alleged assault against Pvt. D. W. Simmons Sept. 3, 1937 at Ann's Place, west of Morehead City.

Mr. James said that the Sykes' case should have been listed on the court calendar as going before the grand jury. He added that three of the witnesses to the incident are overseas and that the man who was shot had his back turned toward the direction from which the shot came and could not say who shot him.

Harry Moore testified that he did

Harkers Island Fight Carried On in Court

A battle royal on Harkers Island that took place Dec. 31 was carried on in superior court Monday afternoon and all day Tuesday. In addition to the original participants, three lawyers managed to get in their licks, all verbal.

Allen Moore and his son Bill, both of the island, were charged with assaulting Leslie Golden of Bettie with deadly weapons with intent to kill. Harry Moore, brother of Allen Moore, was charged with aiding and abetting his brother and nephew.

Judge Lambert Morris had found probable cause against the three men in county recorder's court and had bound them over to superior court under \$500 bonds.

Admits Theft

According to testimony, the fight broke out when Golden confronted Bill Moore and accused him and Donzalee Willis of fishing his crab pots. Moore admitted taking the crabs and testified that he told Golden he would pay him for the crabs.

Golden, however, testified that Bill Moore lost his temper and hit him on the head with a hatchet while his father attacked him with a hammer.

Bill Moore and Willis paid fines and court costs in recorder's court after pleading guilty to raiding Golden's crab pots.

not get to the scene of the fight until the action was nearly over. He said that he got there just in time to pull Golden's son-in-law, Charles Eric Russell, off the back of Bill Moore, who was down in the water. Russell supposedly joined the fight when the Moores jumped on Golden. Golden suffered cuts on the hands and head. He said they were caused by the hammer and hatchet while the Moores contended that the wounds were caused by shells on the shore and in the water where most of the fighting took place.

After hearing the testimony of all witnesses and speeches by Claud Wheatly, Luther Hamilton Sr., Robert Rouse Jr. and Judge Joseph W. Parker, the jury found Allen Moore and Bill Moore guilty of simple assault. They found Harry Moore not guilty.

The two guilty men were fined \$50 each and ordered to pay court costs and each pay \$10 to Golden for his doctor bills. They were told not to violate any law for three years and given 30-day suspended sentences.

Members of the jury on the Moore case were Jack Lewis, Frank King, Earl B. Jones, Hugh Styrton, Bert Conner Jr., Richard M. Braithwaite, Walter Edwards, Vernon Paul, S. R. McLendon, Richard I. Perry, Walter Williams and Clifford M. Merrill.

Beaufort Hardware Co.
Merrill Bldg. Beaufort, N. C.

Belk's
Morehead City

City, Morehead and Beaufort Theatres

Commercial National Bank
Morehead City and Sea Level

Hamilton's, Inc.
"Furniture for Gracious Living"
Morehead City

John L. Crump
Real Estate and Insurance
825 Arendell St. Morehead City

The Idle Hour Amusement Center
Atlantic Beach

"He is Risen." Down through the ages,
the holy message of Easter comes
to us, renewing the glorious promise
of life eternal. Church services on
Easter Sunday reverently, joyously
express the heart-lifting wonder
and beauty of the Day. As you worship
in the church of your choice, with
your loved ones, your friends and
neighbors, may the blessings, the
spiritual radiance of Easter be yours.

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"The Downtown Drug Store"
Morehead City

Morehead City Garment Co.
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