

# SUPERIOR COURT IS ADJOURN'D

Second Week Devoted To Trial Of Civil Cases; Court Is Adjourned Wednesday.

## PROCEEDINGS

The second week of Superior Court convened Monday, June 12, this week to be devoted to trial of civil cases.

Bunion Hunter, charged with assault and reckless driving was instanti capis. Defendant was ordered to pay costs at the rate of five dollars per month. Case was continued to Nov. Term, 1933.

A true bill was found at this term against O'Neil Stanley, Leroy Prince and Flavius Clary, for store breaking and larceny. Defendant Stanley plead guilty. Defendants Prince and Clary plead not guilty. It was directed that verdict be not guilty as to defendant Prince. Flavius Clary was found guilty.

Leroy Prince and Flavius Clary, charged with store breaking and larceny, both plead not guilty. Both defendants were found guilty.

The case of Flavius Clary and Leroy Prince, charged with store breaking and larceny on three other counts, was not pressed with leave.

A true bill was found at this term in the case of Royal Daniel, Jr., charged with larceny. The case was continued.

Mary G. Von Eberstein was granted a divorce from William H. Von Eberstein.

In the case of Guy W. Smith and Fritz Brinkley, charged with breaking and entering, Guy Smith plead guilty of receiving. Defendant Fritz Brinkley plead not guilty. He was found guilty, however, and sentenced to State's Prison not less than two nor more than four years. The commitment is to be accompanied with letter asking Superintendent to examine said defendant for mental deficiency. It was ordered that defendant Smith be confined in the State's Prison for twelve months. Said sentence to begin at expiration of sentence he is now serving. Execution of sentence suspended during good behavior for two years. It was ordered that upon capias from Cumberland county, the Sheriff of Halifax county deliver Fritz Brinkley to him, together with the commitment of said Brinkley to State Prison.

Millard Lee, charged with assault and who had appealed from Recorder's Court, plead not guilty. Defendant was found not guilty.

Mrs. Rosa Lee Wells, and her husband, B. F. Wells, who sued

the Seaboard Air Line Railway Co., for damages caused by an accident in which the box step was injured in such a way that in alighting from the train, Mrs. Wells' foot slipped, causing her to fall violently against the train, injuring her seriously, were awarded \$85.00 damages.

Lillian K. Parks, after a separation of two years, was granted an absolute divorce from Paul V. Parks, both of Enfield. It was adjudged that the plaintiff have the custody of Paul Parks, Jr.

In the case of O'Neil Stanley, Leroy Prince and Flavius Clary, charged with storebreaking and larceny, defendant Clary having been heretofore convicted at this term and the defendant Stanley having plead guilty, it was adjudged that Stanley be confined in the common jail for six months and assigned to work the roads under the supervision of the State Highway Commission. Sentence suspended upon good behavior for a period of two years. Clary was sentenced to State's Prison for not less than six months nor more than eight months at hard labor.

In the case of Leroy Prince and Flavius Clary, charged with store breaking and larceny, both defendants having been convicted at this term, it was adjudged that Prince be confined in the State's Prison for not less than six nor more than eight months at hard labor. Defendant Clary was sentenced to State's Prison for a period of six months at hard labor. Sentence to begin at expiration of sentence in former case. Sentence suspended as to Clary in this count on good behavior for a period of two years.

The case of Ennis Bryan, Receiver for G. Hoffman and M. Hoffman, partners, vs. Mrs. E. H. Leggett was compromised. It was adjudged that the plaintiff recover of the defendant, Mrs. E. H. Leggett, the sum of one hundred dollars with interest from the first day of this term until paid, and the cost of this action.

The case of Gurney P. Hood, Commissioner of Banks, vs. Burton Medicine Co., G. T. Vick, B. D. Burton, and D. S. Carr, being compromised, it was adjudged by the Court that the plaintiff recover of the defendant, G. T. Vick, the sum of \$25.00, and that the plaintiff pay the costs of this action to be taxed by the Clerk.

George C. Green recovered of N. L. Stedman \$192.90 damages to car of plaintiff in an accident; together with costs.

It was adjudged that J. H. Norman, Jr., recover "nothing" from Frank Newsome and that the defendant Frank Newsome recover of the plaintiff his costs.

The question "Was the Plaintiff recklessly and wantonly injured by the defendants" in the case of Raymond R. Hawkins vs. M. A. Parker and W. J. Bartley, having been answered "No", the plaintiff recovered nothing of de-

endants, and the defendants recovered of the plaintiff their costs in this action.

In the case of Ennis Bryant, Receiver for M. Hoffman and Bro., vs. Jas. G. Shields, trading as Shields Commissary, upon motion of the Plaintiff it was ordered that this case be referred to Eric Norfleet, of Jackson, N. C., as Referee, to hear and determine all matters in controversy of law and fact in this cause and report his finding to this court. To this order the defendant excepts and reserves his right to a jury trial.

The case of Ennis Bryan, Receiver for M. Hoffman and Brother vs. Mrs. Mollie T. Shields, J. C. Shields and W. M. Hancock, partners trading as Shields & Hancock, was voluntarily non-suited.

Leroy Prince, having been convicted at this term of the crime of storebreaking and larceny, it was ordered that judgment be amended to read as follows: "It is ordered and adjudged that the defendant, Leroy Prince be confined in the State's Prison for a term of one year. Capias and commitment to the foregoing sentence shall not issue if the defendant is committed to the Eastern Carolina Training School for Boys, and shall there remain of good behavior, without any attempt to escape therefrom, and obedient to the rules and regulations of said institution, until such time as he shall be discharged therefrom, according to law. Upon the violation of the rules and regulations of the institution, or upon the escape from said institution, capias to issue immediately for the said defendant, and the above sentence to go into effect."

In the case of Dick Lynch vs. Wilkins Vaughan it was adjudged that the plaintiff recover the possession of the Ford automobile described in claim and delivery papers, and also recover of the defendant and J. C. Smith, surety on his replevin bond, the sum of Twenty Dollars damages for the wrongful detention of the said Ford automobile, together with the costs of this action. If for any reason recovery cannot be had of the Ford automobile, it was further ordered that the plaintiff recover of the Defendant and his surety the sum of fifty dollars, together with the cost of this action.

The case of N. Shaheen and Leo Shaheen, charged with larceny, was continued to August Term on payment of \$6.00.

The following cases were continued:

- R. L. Byrd vs. J. E. Barnes et al.
- A. M. Atkinson vs. Payne & Williams.
- Weldon Oil Company vs. L. R. Pendergrass.
- Atlantic Joint Stock Land Bank vs. R. B. Josey, administrator.
- Jersey Cream Company vs. Carolina Ice Company.
- N. W. Warren vs. Littleton Orange Crush Bottling Company.
- Citizens Bank & Trust Company vs. W. S. Wood.
- Citizens Bank & Trust Company vs. Mrs. Lillian V. Byrd.
- Louise J. Patterson vs. Francis F. Patterson.
- J. E. Etheridge vs. Atlantic Coast Line Railroad Company.
- W. B. Simmons, administrator, vs. Metropolitan Life Insurance Company, Inc.
- Mrs. W. N. Bobbitt et al. vs. C. L. Turner.

Court adjourned Wednesday at twelve o'clock, noon.

### NOTICE OF SALE OF REAL ESTATE

Under and by virtue of the powers contained in that certain deed of trust executed by C. E. Matthews, of Halifax County, North Carolina, to T. W. M. Long, Trustee, on March 14th, 1929, which deed of trust appears of record in the office of the Register of Deeds for Halifax County, in Book 390,

at page 322, which said mortgage was given for the balance due on the purchase price of certain property therein contained, and default having been made in the payment thereof as in said deed of trust provided;

NOW, THEREFORE, the undersigned Trustee will, at 12:00 o'clock Noon, on

Wednesday, July 5, 1933 on the premises, sell to the highest bidder, for cash, the following described property:

All those certain lots of land lying and situated and being in the county of Halifax and State of North Carolina, Roanoke Rapids Township, in the Town of Roanoke Rapids and being Lots Numbers 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, and 439, fronting thirty (30) feet each on West side of Charlotte Street.

These lots were formerly owned by Virginia-Carolina Power Company, and known as part of the property of Roanoke Rapids Properties, Inc., as surveyed and platted by C. F. Gore, on January 11, 1929, plat of which is on record in Halifax County, Register of Deed's office in Plat Book 2, Sec. A, at page 23, to which said plat reference is hereby made for a more perfect and complete description by metes and bounds.

This the 15th day of May, 1933

T. W. M. LONG, Trustee.

4t-6-29 TDP-H.N.C.

Low Round Trip Fares To  
**NORFOLK and PORTSMOUTH**  
For All Trains Friday and Saturday  
—and—  
**SUNDAY MORNING TRAINS**  
From NOW until SEPTEMBER  
Good Returning Monday  
Round Trip From **\$1.25**  
Roanoke Rapids—  
Littleton and Weldon  
**Seaboard Air Line Ry. Co.**



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SMART, COOL  
**LINENS**

Cotton Suits and Ladies House and Street Frocks depend upon their cleanliness for their charm. Johnson's service is most economical and prolongs life of your garments.

It is a "blessing" that in Summer-time when your laundry needs increase—**JOHNSON** decreases the price!

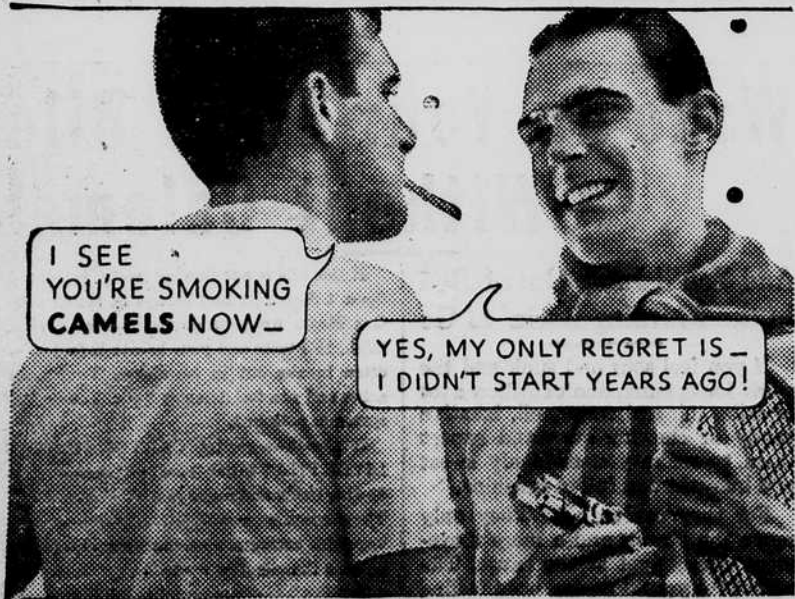
Nowhere under the sun will you find service any more satisfactory . . . workmanship better . . . and prices more economical in the long run!

There's **QUALITY** in everything. Our prices are cheapest, because we take care of and repair your clothes, and make **IMMEDIATE** and satisfactory adjustments **IF** anything goes wrong (and it seldom does).

Call On The "Home Folks"

**JOHNSON'S LAUNDRY**

DIAL R-312, And Our Driver Will Call — PROMPTLY!



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