FOILED

By DWIGHT NORWOOD

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Jean Radski and Anna Zobelski were Russian Polanders. Jean was working hard to get enough money together to be married, for Anna had but a very small dot. One day a man came to the village and put up at the inn. He hailed from Moscow, but he did not explain the reason of his coming. He did not take up any business or profession, and after he had been in the place awhile people began to wonder who he was and what was his errand. All they knew of him was his name, Peter Petroff, and that they learned from him.

One evening Anna and Jean and Peter Petroff met at a dance. Anna was a pretty girl, and Petroff fell in love with her at sight. He asked her to dance with him, and she accepted. He asked her again, and she declined. She did not care to dance twice with any one except her lover. So Petroff asked her if she would not "sit out" the dance with him, as we call it in America. Not wishing to offend him, she consented.

Petroff made the acquaintance of Anna's father and succeeded in ingratiating himself into the old man's good graces. This gave him free access to the house and to Anna. Petroff told Zobelski that he had a comfortable income and was well able to support a wife. He asked for Anna. Her father told him that Anna was already betrothed. Petroff expressed surprise at what he already knew and much regret. Zobelski was vexed that Anna was tied to Jean, because he thought Petroff would be a much better husband for her. He told Anna of the offer and advised her to break with Jean and marry Petroff.

Anna was very much troubled when she heard this. She dared not tell Jean lest it bring about trouble between him and Petroff. Petroff ceased to offer attentions to Anna and treated Jean whenever he met him with great friendliness. This did not disarm Anna's suspicion that there was something wrong about Petroff and that he would gladly get Jean out his way.

Petroff had been at the village about two months without any visible occupation when one morning there was a large number of arrests in the neighborhood of persons charged with plotting against the government. What was the surprise of every one to learn that Jean Radski was among the number.

It was plain to Anna that this man Petroff had come among them as a spy for the government; that he had sent in the names of certain persons as plotters and had included Jean's name for the purpose of getting him out of his way. In a country like Russia, where persons are arrested without due process of law and hurried off to Siberia without trial, this was a very simple method for Petroff to get rid of one whose place he desired to occupy.

This explanation of Jean's arrest was, of course, all inference with Anna and was not remotely suspected by Jean himself. There are certain things that women know by intuition, and when they thus arrive at conclusions they are sure of them.

Anna resolved to play a bold game. She sent for Petroff to come and see her. Petroff came, and Anna said to him:

"My father has told me of your offer for my hand. Of course I could not accept it before Jean's arrest. But his complicity with these plotters against the government absolves me from my pledge to him. Jean has saved 3,000 rubles for our wedding. I wish him to give them to me. If you can find a way for me to see him so that I can get him to tell me where I can find this money I will marry you."

"All I can do," replied Petroff, "is to take you out on the road the prisoners are marching on, which is well known to all."

"Very well; let us go. I will have a sleigh ready in a few minutes."

Petroff drove off a very happy man. He was surprised that after getting Jean out of his way he should have succeeded with Anna without any effort, and he congratulated himself that Anna did not suspect that he was the cause of her lover's arrest. But he had not thought she was so mercenary. He had proceeded several miles when, coming to a rise in the ground, the prisoners were seen some distance ahead slowly walking, loaded with ball and chain and guarded by troops.

Suddenly Petroff felt something hard and cold against his ear and at the same time heard an ominous click. He did not need to look aside to know that it was a revolver. With one hand Anna pressed it against him and with the other held paper and a pencil before him.

"Write an order to release Jean," she said.

"An order! What would an order from me avail?"

"Write! At three I fire! One!"

He dropped the reins.

"Two!"

He wrote what she dictred.

"Leave the sleigh."

He did so. She whipped up the horse and, covering the distance between her and the prisoners, presented her order. Jean was released.

Taking him into the sleigh, she drove away by a diagonal road. Neither she nor Jean was ever again heard of in Russia.

They are now in America.

Safe Medicine for Children

Foley's Honey and Tar Compound is a safe and effective medicine for children as it does not contain opiates or harmful drugs. The genuine Foley's Honey and Tar Compound is in a yellow package. Sold by all druggists.

UNNA DEFINES A CAUSE.

European Skin Specialist Says Dandruff Is Caused by Parasites.

Upon that theory, proved beyond a doubt, a cure for dandruff was sought after. Scientists, chemists, druggists and physicians all "took a hand" and the successful issue is the present product known as "Newbro's Herpicide."

This remedy actually kills the parasites that infest the hair bulb, does its work most effectively and contains not an atom of substance injurious to any thing else than the germ alone. Herpicide causes the hair to grow as nature intended it should, soft and abundant.

Sold by leading druggists. Send 10c in stamps for sample to The Herpicide Co., Detroit, Mich.

One Dollar bottles Guaranteed.

Smith's Drug Store, special agents.

A commission of experts has been sent by the Argentine government to investigate the extent of an oil field discovered in the southeastern part of that country by an American prospector.

A Reliable Medicine—Not a Narcotic.

Mrs. F. Marti, St. Joe, Mich., says: "Our little boy contracted a severe bronchial trouble and as the doctor's medicine did not cure him, I gave him Foley's Honey and Tar Compound in which I have great faith. It cured the cough as well as the choking and gagging spells, and he got well in a short time. Foley's Honey and Tar Compound has many times saved us much trouble and we are never without in the house." Sold by all druggists.

New York city, with more than three times the population of Philadelphia, has no more homes owned by their occupants than has the City of Brotherly Love.

The Sound Sleep of Good Health

Cannot be over estimated and any ailment that prevents it is a menace to health. J. L. Southers, Eau Claire, Wis., says: "I have been unable to sleep soundly nights, because of pains across my back and soreness of my kidneys. My appetite was and my kidneys. My appetite was very poor and my general condition was much run down. I have been taking Foley Kidney Pills but a short time and now sleep as sound as a rock, my general condition is greatly improved, and I know that Foley Kidney Pills have cured me." Sold by all druggists.

New Yorkers should feel wealthier this year than last, for their real estate is worth $897,048,683 more than it was then, according to the assessors' figures.

One Conductor Helped Back to Work

Mr. Wilford Adams is his name, and he writes: "I was confined to my bed with chronic rheumatism and used two bottles of Foley's Kidney Remedy with good effect. The third bottle put me on my feet and I resumed work as conductor on the Lexington, Ky., street railway. It will do all you claim in cases of rheumatism." It clears the blood of uric acid. Sold by all druggists.

So perfect an insulator is dry air that it takes ten thousand volts of electricity to leap a gap of an inch.

Good results always follow the use of Foley Kidney Pills. They give prompt relief in all cases of kidney and bladder disorders. Try them. Sold by all druggists.

Germany sends 29,000 feathers a year to England for millinery purposes.

BROWN'S BRONCHIAL TROCHES
Instantly relieve Hoarseness and Coughs.

Women ushers in the Parisian theaters have formed a labor union.

Chile raises its best tobacco from seed obtained in Cuba.

The first airman's map has appeared in Paris.

AUDITORIUM
SCHLOSS THEATRE CIRCUIT
FRIDAY, APRIL 21
Asheville's Favorite Romantic Actor
JAMES K. HACKETT
In his latest Success,
"THE KING'S GAME"
Prices, $2.00, $1.50, $1.00, 75c, 50c and 25c.
Reserved seats on sale at Whitlock's and Swepson's Wednesday at 9 a. m.

Change of Base

We are now in our new quarters on Pack Square, ready to serve the public. Our lines of furniture are complete, but we call special attention to

Our Refrigerators, Cook Stoves and Ranges and Kitchen Cabinets

These go to the making of comfort for the housekeeper, and we are specially interested in having the lady of the house think pleasantly of us. We retain the Agency for the NORTH STAR REFRIGERATOR which has proven so satisfactory in past, the BUCK RANGE now has a reputation second to none, and the HOOSIER KITCHEN CABINET is known from ocean to ocean as perfection in this line, any kitchen equipped with these three useful articles will reduce the cares of housekeeping to a minimum.

Come and see us in our new quarters, it will pay you if you want furniture or anything in the housefurnishing line.

BURTON & HOLT

Cor. Pack Square and South Main St.

NOTICE—LAND SALE.

In the District Court of the United States, for the Western District of North Carolina, at Asheville.

In the matter of the Craggy Lumber Company, Bankrupt.

By virtue of an order and decree of the District Court of the United States, made by his Honor, James E. Boyd, Judge of said District Court in and for the Western District of North Carolina, in the above entitled matter, on the 6th day of January, 1911, authorizing, empowering and directing the trustee of the above named bankrupt, the Craggy Lumber company, to advertise, sell and dispose of all the tangible property of said bankrupt, both real and personal, at the time, in the manner and on the terms as set forth and prescribed by said order, I will, on **Monday, the first day of May, 1911, at 12 o'clock, noon,** sell at public auction, to the highest bidder, on the terms hereinafter mentioned at the Court House door, in the city of Asheville, County of Buncombe and State of North Carolina, all and singular the following described pieces, parcels, lots and tracts of land belonging to said bankrupt, situate, lying and being in said County of Buncombe, in said state, and also the personal property of said bankrupt as provided by said order and hereinafter specifically set forth:

(1) First Tract: Known as the Kersbrook Tract. Beginning at a beech on the southern margin of Reems Creek (the original beech corner is gone), and running thence South 1½ deg. west 64 poles to a stake and pointers on top of Laurel Ridge; then up and with the top of said ridge as the line, as follows: South 62½ deg. East 40 poles; South 44 deg. East 36 poles and South 15 deg. East 61 poles to a chestnut oak on a high knob, the northeast corner of the Gill 200 acre tract; thence with the northern boundary line of the Gill 200 acre tract; north 78½ deg. west 119 poles to a chestnut oak, the northwest corner of said tract; thence the same course 4 poles to the Laurel Fork of Reems Creek; thence down said fork, north 10½ deg. west 18 poles to a stake and pointers, the southeast corner of the Bradley tract; thence with the line thereof north, 89½ deg. west, to and with the top of the ridge as the line 86 poles to a chestnut on top of the ridge; thence with the top of the ridge as follows: South 65 1-2 deg. west 18 poles, and south 56 deg. west 26½ poles to a fallen locust; thence with the top of the ridge as the line; south 15½ deg. west, 34 poles; then south 7 deg. west 167 poles to a black oak on top of Court House knob, pointed by two white oaks and a cherry; thence with the high top of the mountain as the line, south 24½ deg. east 92 poles to a forked chestnut pointed by a large water oak, hickory and chestnut sapling; thence with the high top of the mountain as the line south 26 deg. east 23½ poles to a small water oak on top of the Richland knob, pointed by two water oaks, two white oaks and a chestnut; thence with the high top of the mountains as the line, south 55 deg. east 119 poles to a rock on top of the Rocky knob; thence with the high top of the mountain as the line, south 83 deg. east 24 poles; thence north 77 deg. east 45 poles and east 61 poles to a double beech on a rock, two haw bushes and chestnut pointers; thence with the high top of the mountain as the line, north 56½ deg. east 67 poles to a stake set up in Barry's meadow, the southwest corner of the Brigman 50 acre tract; thence continuing with the high top of the mountain as follows: North 87 deg. east 21 poles to a large white oak; thence south 86½ deg. east, 13 poles to a high knob; thence north 54 deg. east 44 poles to the top of a high knob; thence south 84 deg. east, 88 poles; thence north 80 deg. east 22 poles; thence south 72 deg. east 68 poles to the top of Pinnacle; thence leaving the top of the mountain and running north 1½ deg. east, crossing the waters of Sugar Creek at 68 poles and at 78 poles, 105 poles to a stake just above a water oak and pointers on a ridge; thence north 26½ deg. east 41 poles to the top of Sugar Camp Ridge at a sink hole, where a birch corner used to stand below a large double chestnut pointed by a beech; then north 59½ deg. east, 144 poles to a large sugar tree stump standing at the log and brush fence at the Craggy Haw Gap clearing, near a buck eye sapling; thence north 11½ deg. east 266 poles crossing at 4 poles to the head of Haw Branch, at 38 poles, the top of Haw Branch ridge, at 122 poles, the main head of Reems creek, 128 poles, another head of Reems Creek at 157½ poles, the Craggy Mountain road to a bunch of small birches on a long rock ledge on top of the mountain, between Reems Creek and Ivy Creek; thence with the main top of said dividing mountain as the line, the following general courses and distances, to wit: North 35 deg. east 40 poles; north 27½ deg. west, 85 poles to a hawk bill rock; north 61 deg. west 18 poles; north 42 deg. west 173 poles to a break off in the mountain above Big Nettle Cove Gap; north 65 deg. west 44 poles; south 78 deg. west 46½ poles, crossing the train in Big Nettle Cove Gap at 12 poles to a sugar tree marked "P", standing at a rock at the bend in the mountain, and 2 poles north of a white oak marked "B"; thence north 43 deg. west, leaving the top of the mountain at or about 4 poles, 161 poles to a white oak, marked as a corner below two head springs of the Bear Wallow Spring on top of the Green Field Ridge; thence with and down the top of the ridge, as the line, as follows: South 61 deg. west 65 poles; south 44 deg. west 22 poles; south 28½ deg. west 65½ poles; south 48½ deg. west 43 poles; south 33 deg. west 76 poles; south 40 deg. 33 poles; south 73½ deg. west 29½ poles to a fallen black gum, pointed by a black gum about one pole south of said ridge; thence south 20½ deg. west 34 poles to the beginning, contain 2896 5-8 acres more or less;

Excepting from the above described boundary the Brigman tract of 100 acres at the head of Shope Branch.

Being the same tract of land conveyed to the Craggy Lumber company by J. S. Bailey & Company, by deed dated the 16th day of February, 1907, and registered in Book 145, at page 415 et seq., of the Records of deeds in the office of the Register of Deeds for the said County of Buncombe.

(2) Second Tract: Known as the Vance lands, lying and being in said County of Buncombe, State of North Carolina, on the left hand Fork of Bee Tree Creek:

Beginning at a black gum lettered "B" on top of Brushy Mountain, the northwest corner of the Marve Stevens tract (formerly the Gates tract), and runs with the top of said Brushy Mountain, with its various meanderings as follows: North 12½ poles; north 54 deg. west 8.5 poles; north 50 deg. 15 min. west 16 poles; north 29 deg. west 16.5 poles; north 13 deg. west 9.5 poles; north 9 deg. west 8 poles; north 45 deg. west 10 poles; north 18 deg. east 8.5 poles; north 16 deg. west 12 poles; north 6 deg. west 17 poles; north 46 deg. 30 min. west 10 poles; north 34 deg. 30 min. west 12.5 poles; north 46 deg. west 18 poles; north 6 deg. east 12 poles; north 16 deg. west 6 poles; north 55 deg. 30 min. west 12.5 poles to a stake in an old road in the gap of Brushy Mountain, said road leads from Long Branch to Left Hand fork of Bee Tree Creek; thence south 56 deg. west 24 poles to a large black gum tree, southeast corner of the Long Branch tract; also Bingham's corner; thence with the line of the Long Branch 112 acre tract, south 23 deg. west 96.5 poles to a chestnut corner of the 30 acre tract; thence with the line of said tract as follows: South 23 deg. 30 min. west 75¾ poles to a chestnut oak on top of Wilson's Mountain; thence along on top of said mountain north 17 deg. west 12 poles; north 29 deg west 8.5 poles; north 68 deg. west 6½ poles to two chestnuts; thence north 78 deg. west 7 poles to 2 black gums; thence north 11 deg. 45 min. east 63 poles to a stake and pointers in the line of the 112 acre tract; thence with said line north 67 deg. west 126 poles to a small hickory, the old corner; same course 22.5 poles to a stake and pointers on top of the mountain dividing the waters of Shope's Creek from Long Branch; thence north 23 deg. 30 min. east with the line of the 112 acre tract 100 poles to a small chestnut oak and 2 chestnut stumps, the beginning corner of the 112 acre tract; thence along on top of the mountain leading to Lane's Pinnacle, with its various meanderings as follows: North 54 deg east 36 poles; north 36 deg. 30 min. east 11 poles; north 14 deg. 30 min. east 10 poles; north 28 deg. 30 min east 13 poles to Shot Gap Knob; thence north 26 deg. 30 min. west 25 poles; north 10 deg. 30 min. west 20 poles; north 18 deg. west 12 poles; north 24 deg. west 34 poles to Pane's Gap; north 39 deg. west 17 poles; north 11 deg. west 38 poles; north 15 deg. 30 min. east 7 poles to Pane's knob; north 26 deg. 30 min. east 28 poles; north 35 deg. 30 min. east 17 poles; north 68 deg. east 16 poles to a chestnut level; north 9 deg. east 52 poles; north 11 deg. 30 min. west 20 poles; north 6 deg. east 26 poles; north 28 deg. 30 min. east 8 poles; north 50 deg. east 20 poles; north 40 deg. east 20 poles; north 26 deg. 30 min. east 12 poles; north 3 deg. east 26 poles; north 11 poles; north 16 deg. east 50 poles to Lane's Pinnacle; thence south 38 deg. east 49 poles to the head of a hollow at the base of a large cliff, supposed to be the original head of the left hand fork of Bee Tree Creek; thence down along said hollow and said left hand fork of Bee Tree Creek with its various meanderings as follows: South 34 deg. east 35 poles; south 42 deg. east 38 poles; south 51 deg. east 11 poles; south 25 deg. east 17 poles south 5 deg. east 88 poles; south 28 deg. east 12 poles; south 17 deg. east 14 poles; south 41 deg. east 5 poles; south 14 deg. 30 min. east 18 poles; south 9 deg. west 7 poles; south 31 deg. east 6 poles; south 8 deg. east 28.5 poles; south 28.5 poles; south 29 deg. 30 min. west 8 poles; south 11 deg. west 10 poles; south 39 deg. west 8 poles south 2 deg. 30 min. west 18.5 poles south 27 deg. west 26 poles; south deg. west 9.5 poles; south 36 deg. 30 min. west 12 poles; south 6 deg. 30 min. east 8.5 poles; south 28 deg. east 6.5 poles; south 9 deg. west 6 poles; south 12 deg. east 6 poles; south 26 deg. 30 min. west 9.5 poles; south 50 deg. east 9 poles; south 26 deg. east 9.5 poles; south 72 deg. east 7 poles; south 44 deg. 30 min. east, 9 poles south 15 deg. east 9 poles south 32 deg. east 6 poles; south 8 deg. 30 min. east 6.5 poles; south 38 deg. east 10 poles; south 50 deg. east 17 poles; south 1 deg. east 26.5 poles; south 27 deg. east 8 poles; south 10 poles; south 10 deg. east 7.5 poles; south 7 deg. 30 min. west 10 poles; south 23 deg. west 13 poles; south 35 deg. east 14 poles; south 1 deg. east 10 poles; south 27 deg. east 9 poles; south 1 deg. west 10 poles; south 51 deg. east 8 poles; south 30 deg. east 21 poles; south 73 deg. east 9 poles; south 16 deg. 30 min. east 8 poles; south 27 deg. east 15 poles; south 38 deg. east 18 poles; south 49 deg. east 18.5 poles; south 65 deg. east 14 poles; south 46 deg. east 9 poles; south 31 deg. east 16 poles; south 51 deg. 30 min. east 8 poles; south 40 deg. 30 min. east 18 poles; south 59 deg. east 5 poles to a stake opposite to the Gates' corner; thence south 39 deg. 30 min. west 2 poles to a white oak stump, the Gates old corner; thence with said Gates old line and up a hollow as follows: South 39 deg. 30 min. west 11.5 poles; south 63 deg. west 65 poles; south 77 deg. 30 min. west 14.5 poles; south 88 deg. west 13.5 poles to the beginning, containing 770 acres more or less.

Being the same tract of land conveyed by the Vance heirs to the Craggy Lumber company, by deed dated December 31, 1904, and registered in Book 137, at page 375 et seq., of the Records of Deeds in the office of the Register of Deeds for Buncombe County, N. C.

(3) Third Tract: Known as the Craggy Lands:

Beginning at the mouth of the left hand fork of Bee Tree Creek and running thence up and with the meanderings of said fork of said creek 792 poles to a birch at its head; thence north 28½ deg. west 96 poles to a stake on the Land Pinnacle; thence north 100 poles to a stake; thence west 51 poles to a stake; thence north in a northerly direction on a line parallel with the main ridge of the mountain to the east thereof, 502 poles to a stake, standing northwest of the Snow Ball Mountains; thence in an easterly direction, parallel with the main top of the range of mountains to the south thereof, and about 100 poles distant therefrom 383½ poles to a stake, 100 poles north of Bear Pen Knob; thence still in an easterly direction on a line parallel with the main top of the range of mountains to the south thereof and 100 poles distant therefrom, 250 poles to a stake on the main ridge extending from the north end of Craggy to Pyramid Mountain; thence with the ridge or range of mountains passing over the top of Pyramid and the Dome, 598 poles to a stake on top of the Bull Head Mountain; thence down Grape Thicket Ridge in a southerly direction 25 poles to a stake; thence south 14½ deg. west 931 poles to a stake on the second high top of Brushy Mountain; thence in a northwesterly direction, with the main top of Brushy Mountain 130 poles to its junction with the Cedar Cliff Mountains; thence along the top of the Cedar Cliff mountains in a southerly direction 82 poles to a double white oak; thence with the top of said Cedar Cliff Mountains 462 poles to a water oak on said mountains at their junction with the ridge dividing the waters of Wolfe Branch and Spruce Fork; thence down said ridge with its meanders 494 poles to the beginning, containing 5765 acres more or less

Being the same tract of land conveyed to the Craggy Lumber company by J. S. Bailey and wife by deed dated February 25, 1904, and registered in Book 134, page 168 et seq., of the Records of Deeds of the said County of Buncombe.

(4) That certain tract of land situate, lying and being on Bee Tree creek, in said county and state, and described as follows:

Beginning at an ironwood tree on the east side of the road, near the west bank of the Bee Tree creek, about 100 yards below the Coggins ford and foot log, and runs south 13 degrees west, 10 poles crossing Bee Tree creek to a black pine and dogwood pointers; thence south 33 deg. east 255 poles to a standing rock on top of the mountain that divides the waters of Bee Tree creek and Swannanoa river; thence with the top of the mountain in a southwest direction 17½ poles to a locust stake, B. S. Tipton's corner on top of said mountain; thence north with the old line along the top of the Wild Cat ridge, 60 poles more or less to B. S. Tipton's poplar corner, on top of said Wild Cat ridge; thence north 14 poles with B. S. Tipton's line to a chestnut tree, B. S. Tipton's corner; thence north 6 deg. east to a spruce pine on the northwest bank of Bee Tree creek; thence north 46 deg. east 8 poles up said creek to a spruce pine; thence north 49 deg. east 18 poles to a white walnut; thence north 84 deg. east 8½ poles to a poplar tree; then north 31 deg. west 22 poles to a pine tree near a spring; thence east 18 poles to a chestnut tree on the bank of Sam Coggins' line; thence south 35 deg. east 20 poles more or less to the beginning, containing 150 acres more or less.

Being the same tract of land conveyed to the Craggy Lumber company by the Holman Christian university by deed dated the 17th day of October, 1905, and registered in book 140, page 240, of the Records of Deeds, in the office of the Register of Deeds of the said county of Buncombe.

(5) On the waters of Swannanoa river, adjoining lands of A. J. Hemphill and others and bounded as follows:

Beginning at a cattle guard on the Southern railway, one pole from the center of said railroad—also Hemphill's corner—and runs with Hemphill's line north 4 deg. east 19 poles to the center of the state road; thence with said road north 85 deg. 30 min. east 11 poles; thence still with the same road north 80 deg. 15 min. east 4 poles; thence still with the said road, north 59 deg. east 7½ poles to a stake; thence south 34 deg. 30 min. east 6 poles to a stake; thence south 44 deg. 30 min. east 36.5 poles to a stake; thence south 51 deg. 15 min. east 3 1-2 poles to a stake in Hemphill's line—one pole from the center of said railroad on the north side; thence along with the said railroad parallel to and one pole from the center thereof, 60 poles to the beginning, containing 5 acres and 93 poles, more or less.

Being the same tract of land conveyed by A. M. Whitson, A. J. Hemphill and others to the Craggy Lumber company, by deed dated July ...., 1904, and registered in Book 133, at page 519, and also the same lands conveyed to said Craggy Lumber company by Emma S. Wilson and husband by deed dated July 21, 1904, and registered in Book 134 at page 415, of said Records of Deeds of Buncombe county.

(6) That certain piece, parcel or tract of land on Bee Tree creek, on the west side thereof:

Beginning on a small poplar on the west bank of Bee Tree creek, in or near B. S. and Lettie J. Tipton's line, and running north 31 deg. west 22 poles to a pine tree near a spring; thence east 18 poles to a chestnut tree on the bank, S. F. Coggins' line; thence south 35 deg. east 20 poles more or less to an iron wood, J. C. Coggins' beginning corner on the west bank of Bee Tree creek, and down said creek to the beginning corner, containing two acres more or less, adjoining lands of B. S. Tipton, Lettie J. Tipton, S. T. Coggins, J. L. Owens and wife, and others, and being all the lands between the parties herein above stated and the present ..... of Bee Tree creek.

(7) Being on Swannanoa river and Bee Tree creek:

Beginning at a hickory on the ridge that divides the waters of Swannanoa river from Bee Tree creek, said hickory being at the southwest end of a large rock cliff, and being a corner called for in the deed from A. N. Alexander to Minnie T. Chapman—also O. L. Mims' corner, and runs north 40 deg. east 11½ poles to a stake on the highest point of Watch Knob at the junction of Piney ridge; thence down and with the top of said Pine ridge as follows: north 19½ deg. west 13 poles to a small locust; thence north 32 deg. west 67 poles to a stake in the old Pittman line (near J. W. Gragg's line); thence with the same north 76 deg. west, 86 poles to chestnut oak at the point of a large cliff, corner of the Pittman old tract (now A. A. Shope's corner); thence with said Shope's line south 39 deg. east, 70 poles to a stone; thence south 50 deg. west 14 poles to a chestnut at a wire fence; thence with a marked line south 66 deg. east 91½ poles to the beginning, containing 31 acres and 31 poles.

(8) Also all the right, title and interest of the bankrupt, the Craggy Lumber company, in and to that certain lease from B. S. Tipton and wife for the lands hereinafter described, dated the 23d day of December, 1905, and registered in Book 141, at page 112, of the Records of Deeds of the said county of Buncombe, said lease being for the term of 15 years from date of same, which said lands are more particularly described as follows, to-wit:

On Bee Tree creek: Beginning at a stake in center of the line of the Bee Tree R. R., near a small black oak, and running south to the public road near Bee Tree creek, with said public road up the creek to a stake in the public road, and being the southwest corner of a piece of land leased by said parties of the first part on the 1st day of February, 1905, to said parties of the second part; thence with the line of said February 1st lease in a northerly direction and with the line of the lease by parties of the first part to the Bee Tree R. R., to a stake on the center of line of said Bee Tree R. R. to the beginning.

(9) Also all the right, title and interest of the bankrupt, the Craggy Lumber company, in and to that certain other lease for lands hereinafter described, said lease being from B. S. Tipton and wife to said bankrupt, dated the 1st day of February, 1905, and registered in Book 141, page 421, of the Records of Deeds of said county, and being for the term of 15 years, said lands being bounded and described as follows:

Beginning with corner of fence at southwest corner of Commissary building, and running with county road 530 feet to a stake; thence running north 208 feet to a stake at R. R.; thence running east with R. R. 228 feet to a stake, and crossing railroad and running east 200 feet to a stake at fence; thence running south with fence 327 feet to the beginning.

(10) "Also the saw mill together with all the machinery located therein and used in connection therewith situated on Bee Tree creek near the land before described, and on land now leased by the said party of the first part from B. S. Tipton and wife; and also two certain skidders now in use by the said party of the first part at its said plant on Bee Tree creek."

(11) Also a No. 10 S style Dicker Patent Log Loading machine, suitable for standard guage railroad, and for standard flat cars with ten feet over allowance, 4 feet six inches extreme height from top of rail.

(12) "All right, title, interest or claim of said bank rupt in and to that certain lot in Biltmore, N. C., on which is situated the plant of the Asheville Veneer Co., and also all interest of the bankrupt in said lease on all buildings, platforms, sheds, appliances, machinery, boilers, log ponds, office furniture, and all things whatsoever used or to be used in the business of veneer manufacturing."

(13) Also all machinery, saw mills, belting, saws, skidders, appliances, and all and every the apparata of whatsoever kind and nature, heretofore used by said bankrupt on operating, sawing logs and manufacturing lumber, now in possession of the trustee in this proceeding or wheresoever the same may be situate, and all office furniture, fixtures, desks, adding machine and all the mess hall furnishings, fixtures and appliances whatsoever.

TERMS.

Tracts contained in Nos. 1, 2, 3, 4, 5, 6, 7, of this notice, and the interest of the bankrupt in the leases covered by Nos. 8, 9, of said notice, and the personal property covered by Nos. 10, 11, 13, and the interest, if any, of the bankrupt in the lease covered by No. 12, of said notice, shall be offered first for sale separately, viz: The land and personal property covered by each of the above numbers shall be offered and bid off in the order enumerated. Immediately after such offer said property shall again be offered for sale collectively, or as a whole, and if the combined amounts bid first for the property shall be greater than the amount bid for the same as a whole, the person or persons making such bids shall be declared the purchaser. But if the property when offered as a whole bring the larger amount, the person making such bid shall be declared the purchaser.

If said property shall be sold and purchased on being offered separately, the purchaser or purchasers, shall at the time of said sale deposit with the trustee a reasonable amount of money (to be determined by said trustee) as part payment on the purchase money for said property, and as a guarantee of good faith.

If said property and properties shall be sold and purchased as a whole, the purchaser shall, at the time of sale, deposit with the trustee as part of the purchase money, the sum of $25,000, or said property shall be offered again immediately for sale; and said purchaser shall pay the balance of the purchase money in three equal installments in four, eight and twelve months from said date of sale, and said deferred installments of said purchase price shall bear interest at the rate of 6 per cent. per annum, payable semi-annually.

Said property shall be sold free and clear of all liens and encumbrances.

This March 30, 1911.

D. S. WILDERBRAND,
Trustee.