

The New Spring Styles

are now on display at our store and are bringing out the greatest and most favorable comment.

IT IS NO LONGER NECESSARY TO TRAVEL ELSEWHERE TO GET THE LATEST STYLES AND FABRICS.

We have on display the very cream of New York and Paris creations and the Mills most popular in weave and you can save the expense of the trip to purchase more of the things you wish. And it will be interesting to you to know that we have purchased this stock so that it can be sold to you for less than big city prices
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Fascinating Spring Dress Styles



Dresses for spring and summer wear that tell their own story of value. Representative of the newest styles, carefully fashioned from the newest fabrics and marked at prices much less than you would expect, they offer every woman a chance to dress economically and well.

- LADIES DRESSES, all shades \$2.95
- LADIES DRESSES, all shades \$4.95
- LADIES DRESSES, all shades \$8.95
- LADIES DRESSES, all shades \$14.95
- LADIES DRESSES, all colors \$21.50
- LADIES DRESSES, all colors \$24.50
- LADIES COATS, all shades and styles \$4.95 to \$24.50
- LADIES COAT SUITS, all the new styles and colors \$14.50 to \$24.50

NEWEST OF THE NEW PUMPS AND OXFORDS

That you will see just what you want in spring Foot-wear in our present display, is a foregone conclusion, for we have the newest of the new styles on view.

LADIES' SHOES, OXFORDS AND PUMPS

Of the very latest styles and colors

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DRESS GOODS

NEW SPRING DRESS GOODS IN THE VERY NEWEST PATTERNS. COTTON GOODS, WOOLEN GOODS, SILKS, CREPES AND SATINS. OUR PRICES ARE THE LOWEST TO BE FOUND IN LOUISBURG. LOOK AT OUR WONDERFUL DISPLAY OF DRESS GOODS AND McCALL PATTERNS FOR YOUR NEW SPRING DRESS.

All The New MILLINERY

That's what you will think when you see the liberal display of new styles we have assembled. Each Hat is a very special value as these prices prove.



LADIES' & CHILDREN'S NEW SPRING MILLINERY

All of the latest colors and shapes trimmed and untrimmed

98c to \$7.50

MRS. HOY TELLS OTHERS EXPERIENCE WITH TANLAC

Tennessee Lady Was On Verge of Nervous Breakdown When She First Tried Tanlac—Now Troubles Are Gone.

People who feel the need of an up-building tonic may buy Tanlac on the assurance of more than 100,000 well known men and women who have publicly testified to the splendid results they have derived from its use. Among the hundreds of Tennessee people who have testified to the merits of the medicine is Mrs. Mary E. Hoy, esteemed resident of 2577 Princeton St., Memphis, who says: "After the way Tanlac has improv-

ed my appetite and digestion, steadied my nerves and built up my weight and strength I can speak of it only as a wonderful tonic and medicine. "Before taking Tanlac I was so run-down, weak and nervous that I seemed to be right on the verge of a complete breakdown. Three bottles of Tanlac gave me a keen relish for my food, made my sleep sound and restful and did me so much good in every way that I believe it will help anyone who gives it a fair trial." Tanlac is for sale by all good drug stores. Over 40 Million Bottles Sold. Accept No Substitute.

Take Tanlac Vegetable Pills.

tion on the fraud issue, and the judge set aside an adverse verdict on the sign-up issue on a question of law. The association contended that Pittman should have read his contract and in support of this position Chief Justice Clark says: "There is no necessity of going over the well settled law in a case where the plaintiff had the fullest opportunity to read the paper before signing and where there is no evidence that there was fraud or device to prevent him from reading the same."

Declaring that the decision Wednesday of the North Carolina Supreme court in the case of the Tobacco Growers' Co-operative Association against J. L. Bland rests upon the facts peculiar to the case, James H. Pou of the Raleigh bar, yesterday issued a statement in which he asserts the Court does not hold that unless the association has settled with its members for one year's crop that it cannot secure an injunction against them to prevent them from selling their next year's crop in violation of their contract.

Mr. Pou's statement follows: "The opinion holds that the Association directors are given the discretion to sell the tobacco when they see fit, and unless they are guilty of fraud or bad faith, or delay so unreasonable that bad faith can be inferred, their management of the business cannot be attacked. The Court does not hold that unless the Association has settled with its members for one year's crop, it cannot secure an injunction against them to prevent them from selling their next year's crop in violation of GAL TWO—Tobacco Growers Receive their contract. It follows that the Association is not compelled to make a final accounting for one year's crop before the next is harvested and delivered to it.

"The decision rests upon the facts peculiar to the case and without passing at all upon the rights of the Association to enforce its contract against Mr. Bland, holds that prior to the trial by jury they cannot say that the trial judge in his discretion committed er-

ror in refusing to grant a preliminary injunction when the defendant had endeavored in every way possible to perform his contract, was compelled to sell a small portion of his crop outside of the Association, and when the record does not disclose that the Association gave to defendant, upon his request, an accurate statement of his account with the Association. "The Superior Court required defendant to give bond to protect the Co-ops and referred the matter to the jury to be tried on the merits. The Supreme Court approved the lower court and the case now stands for trial in the regular course."

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HAS YOUR BOY MADE THIS START TOWARD A SUCCESSFUL LIFE? IF NOT, NOW IS THE TIME TO HELP HIM GET STARTED. SEND HIM IN AND LET US TALK TO HIM.



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H. M. Stovall, Cashier E. M. Parham, Asst. Cashier

TOBACCO GROWERS RECEIVE JOLT IN THE SUPREME COURT

Decision Regarded As Important Ruling

Injunction To Force Delivery Will Not Lie Before Preceding Year's Settlement Is Made—If It Wants Equity It Must Do Equity, Court Declares.

Invoking the principle that "he who comes into equity must do so with clean hands" the North Carolina Supreme court held yesterday that the Tobacco Growers' Co-operative Association cannot obtain an injunction to enforce delivery of a member's crop when it has not settled with the member for the preceding year and when the member needs the money from his crop to buy necessary supplies. Opinions handed down yesterday included two victories for the Co-ops but the defeat looms much larger and is regarded as the most important opinion affecting the association since the original decision holding the law under which the association is chartered to be valid and its contract with members to be binding.

The case in which the association received its severe jolt by a unanimous decision of the court was that against J. L. Bland, of Craven county. At the hearing below it developed that the defendant had delivered all of his 1922 crop and two-thirds of his 1923 crop to the association. It further developed that the value of the 1922 crop on the open market would have been about \$1,500 and that at the time of the hearing the defendant had received only about \$300. There was also evidence that the association had deducted \$36.80 from advances to plaintiff on account of failure to deliver tobacco of his tenants. The Supreme court has already held that this deduction was illegal and that a member is not responsible for delivery of tobacco of his tenants and this deduction was made the basis of the action of Judge J. Lloyd Horton in dissolving the injunction. The supreme court in its opinion yesterday, which was written by Justice W. A. Hoke holds that this breach of the contract was not material and in view of the association's tender of a refund does not constitute ground for dissolving the injunction. The contract of the association with its members does not specify when payments are to be made but leaves that matter to the discretion of the directors. Judge Horton based his

order entirely on the deduction of the \$36.80 but the Supreme court takes a contrary view. "While we are of the opinion as stated that the facts as now presented would not uphold a finding of bad faith on the part of the association and its management, it does not all follow that on this record the court should continue an injunction to the hearing in aid of the plaintiff's suit," declares that opinion, which holds that the failure to settle while preventing an injunction "is not of sufficient proportionate importance to justify an entire severance of the contract relation." After setting forth the facts, Judge Hoke has the following to say in regard to the association's position. "True, plaintiff has made denial as to the amount due on the crop of 1922 or that there is anything due, but considering the fact that plaintiff kept or should have kept proper entries showing what has been done with the crop of 1922 and that plaintiff or its officers and agents had access to its books, its statements as to the disposition of the crop of 1922 and its denial of the amount due are entirely too general for a court to look with favor or to act on them." The action in dissolving the injunction is justified as follows: "It is recognized that one who invokes in this

way the equitable powers of the court for the protection of his rights must not by his own breach of duty have caused the injuries or threat of them, of which he complains, a position to some extent embodied in the more familiar maxim "that he who comes into equity must do so with clean hands." Judge Hoke distinguishes between the case at bar and those in which restraining orders were continued by declaring that in those cases the defendants were in resistance to the association while the defendant Bland had done all in his power to perform the contract. Such a situation was presented in one of the cases decided yesterday, in which Judge Horton dissolved an injunction against Pete Spikes, of Craven County, on the ground that the fact as to the execution of the contract was in dispute. Judge Horton is reversed in a brief opinion written by Judge Hoke. The association also won a victory by approval of its verdict against G. H. Pittman, which was won after a long fight before a Pitt County jury last August. Pittman attacked the contract on these grounds, alleged failure of the association to secure the necessary sign-up, fraud in procuring his signature and mismanagement of the association. A jury found for the associa-