

THE DIVORCE COURT MURDER



by MILTON PROPPER

SIXTEENTH INSTALLMENT

Rankin's eyes widened in surprise. "Deserting?" he repeated. "Of course, that would explain his secrecy about his past and why he destroyed the evidence that he was ever in the service. He wasn't caught, was he?"

"No, he evidently escaped successfully."

"I suppose that's his picture, on the next page," the detective observed.

"Yes, the one that was taken at San Diego," Mr. Roche held out the pamphlet.

Rankin reached for it eagerly enough, but without anticipating the shock that followed. Suddenly, at the sight of the features staring at him from the portrait, he gasped. Experienced as he was in extraordinary developments in his investigation of crime, he could not control his astonishment. The passage of eight years was insufficient to prevent his recog-

NOTICE OF SALE OF LAND

Whereas, on the 24th day of January, 1934, M. P. Haynes and wife, Vada Haynes, executed and delivered unto W. O. McGibony, trustee for the Land Bank Commission, a certain deed of which is recorded in the office of the Register of Deeds for Wilkes county, North Carolina, in Book 146, at page 421; and whereas, default has been made in the payment of the indebtedness thereby secured as therein provided, and the trustee has been requested by the owner and holder thereof to exercise the power of sale therein contained:

Now, therefore, under and by virtue of the authority conferred by the said deed of trust the undersigned trustee will on the 18th day of October, 1935, at the courthouse door of Wilkes county, North Carolina, at 12 o'clock noon, offer for sale to the highest bidder upon the terms hereinbelow set forth, the following real estate:

All that certain tract or parcel of land containing one hundred and ten (110) acres, in Traphill township, Wilkes county, North Carolina, about nine (9) miles west of Elkin, North Carolina, about two (2) miles from State Highway and about one (1) mile south from Mining Ridge school, now in the possession of Marvin B. Haynes, bounded on the north by the lands of C. N. Bodenheimer; on the east by the lands of Edna Haynes and Vena Rhodes; on the south by the lands of James Hodge and on the west by the lands of C. N. Bodenheimer. Said tract of land is more particularly described by a plat prepared by R. L. Lovelace, surveyor, on November 20, 1933, as follows, to-wit:

Beginning on a holly, C. N. Bodenheimer's corner; thence south 10 degrees east 4 chains to a stone; thence south 2 chains to a stone; thence south 14 degrees and 30 minutes west 1 1/2 chains to a gum; thence south 82 degrees 30 minutes west 1 1/2 chains to a white oak; thence south 26 degrees and 30 minutes west 9.75 chains to a point on Grindstone branch; thence south 48 degrees east 9 1/2 chains to a maple; thence south 26 degrees 30 minutes west .63 chains to a spring; thence north 30 degrees east .62 chains to a stone; thence south 46 degrees east 4.75 chains to a maple; thence north 75 degrees east 32.25 chains following Snake branch to the mouth of the branch; thence north 13.25 chains along Elkin creek to a stake; thence north 3 degrees east 6 chains to a point on said creek; thence north 33 degrees west 5.5 chains to the mouth of branch; thence south 59 degrees west 6 chains to a point on said branch; thence north 71 degrees west 11 chains to a holly, the beginning corner. Thence north 65 degrees east 5.75 chains to a red oak; thence north 15 degrees east 8 1/2 chains to an apple tree; thence north 22 degrees east 8 chains to a sourwood; thence west 18 chains to a spanish oak; thence south 8 chains to a red oak; thence south 12 chains to a hickory; thence south 8 chains to a beach on Founding branch; thence south 80 degrees east 16 1/2 chains following the branch to a holly, the beginning point. Containing one hundred and ten (110) acres, more or less.

Copy of said plat now being on file with the Federal Land Bank of Columbia, at Columbia, S. C.

The terms of sale are as follows—Cash. No bid will be accepted unless its maker shall deposit with the trustee's attorney and agent at the close of the bidding the sum of three hundred (\$300) dollars as a forfeit and guaranty of his compliance with his bid, the same to be credited on his bid when accepted.

Notice is now given that said lands will be resold immediately at the same place and upon the same terms on the same day unless said deposit is made.

nition of the face in the picture. Such was his overwhelming amazement that Mr. Roche eyed him wondering.

"What in the world is the matter, Mr. Rankin?" he demanded hurriedly. "You're not ill, I hope? You act as if you're acquainted with the man."

The detective wiped his brow. "That's just it, I am. But it's absolutely incredible; for the life of me, I can't understand how it can be possible. You see—" In time, he recalled how little Mr. Roche knew of the true reason he sought the ex-soldier. "He's a notorious second-story man, and wanted badly in many cities."

With this revelation, he grasped in one fell swoop all the elaborate mechanism of the murder. At one moment he was blindly following his nose; the next, every piece of a complicated and ingenious puzzle, the sheer originality of which he had not even dreamed, fell into place. He needed no more information from the marine records. Now he knew how the crime had been engineered and when it was committed. He perceived all the subtle safeguards by which the murderer prevented suspicion from lighting on him, the dazing that revealed his perverted mind. Always ready to allow his opponent due credit, Rankin appreciated his plot, as brilliant and audacious as any he had ever encountered. The measure of its success was the completeness with which it had baffled him until this very moment. With the solution confronting him at every turn, he had been a victim, throughout the case, of a cunning with which he could not cope.

His only consolation lay in the fact that back in Philadelphia he already possessed his quarry's fingerprints. Hence, even without the photograph, he would eventually have discovered Dennis' identity at Headquarters, when he compared his prints with those he took early in the investigation.

Yet, despite his information and certainty, he lacked positive proof of the criminal's guilt. Not one iota of his evidence was more than circumstantial nor could it be established directly. Though he could show the man's motives and opportunity, and a dozen suspicious moves, they had only the force of suppositions. Dennis had no eyewitnesses to positive acts that linked him inescapably to Barbara Keith's death. So incriminating were the circumstances that Rankin depended on them alone to convict him; but he was not satisfied. He wanted to leave no loophole by which the man might escape and this he could accomplish only with some testimony that brought the deed straight home to him.

While he continued his conversation with Mr. Roche, Rankin's mind raced in search of some fact that would close his net. Step by step he reviewed every transaction of the criminal, his preparations, precautions and final act; and each detail of the plot he discarded as being incapable of direct proof. That is, until he considered Dennis' purchase of the chloroform. In obtaining that, he committed a distinctly incriminating act, which lent overwhelming significance to the purely circumstantial evidence. The difficulty was that, despite a thorough canvassing of all city druggists, Rankin's assistants had thus far been unable to trace it.

Unless his quarry had never bought the drug at all! The idea that occurred to the detective at that instant caused him to break off his conversation with Mr. Roche. Suddenly he had recalled an item of information Mortimer Keith had casually dropped early in the case. At the time he could attach no importance to it, and quickly forgot it; now it suggested a startling possibility that made him stiffen and breathe excitedly, as he pondered it. He did not believe some one else bought the chloroform for Dennis; that was too great a risk.

And if he figured wrongly, he could fall back on the canvass of the city, though that would delay the final arrest. In one conclusion he had faith. Sooner or later, if he followed the man's movements during the entire two weeks prior to the tragedy, he would discover the source of the weapon he used.

The detective immediately acted on his theory and decision. As soon as he finished his business with the secretary, he returned to the Union Station and at 6:15 caught a train for Philadelphia.

Three hours later the train deposited him in Broad Street Station and he went directly to City Hall to complete the necessary formalities. Then armed with the warrant, he departed and walked briskly down Broad Street to Pine. Here he turned, and just past 16th Street he stopped before a

bleakly respectable brownstone house, four stories high. The lower windows were dark; but a brass shingle on one front sill—"Dr. Anton Brantman"—indicated that one of the most eminent specialists in ailments of the head lived there.

Though it was long after office hours, Rankin rapped the bell. Five minutes elapsed before footsteps echoing along the stairs announced Dr. Brantman's approach.

Without any comment he led Rankin into the lofty waiting room for patients.

Rankin apologized for the intrusion and then came directly to the point. His first query caused Dr. Brantman to shake a solemn head and tighten his lips with a sigh.

"Yes, I was well acquainted with Mrs. Keith," he replied; "I treated her for headaches. . . . A dreadful business that." He paused a moment made commiserating sounds. "Only I don't think it was Wednesday evening, May twenty-fourth, that she consulted me last; it was several days later."

He went with Rankin into his private office. "Yes, I am right," he pointed a finger at a scrawled, almost illegible notation. "Here it is, two days later, at eight-thirty p. m., on Friday, May twenty-sixth."

"Of course, doctor, that fits in perfectly after all," declared Rankin. "She couldn't have visited you Wednesday. She was accompanied, wasn't she, Dr. Brantman?"

At the physician's reply, his face lighted with a half smile of confidence. After that more eagerly and rapidly he began to put his questions, insistently pressing upon Dr. Brantman his startling inspiration.

Finally, the doctor could no longer contain his uneasiness. "I don't doubt, Mr. Rankin, that what you suggest is possible," he admitted. My nurse, Miss Vickers, wasn't here to watch and I had no other patients; and my drug shelves are quite open. If I happened to be occupied at this desk, I might not notice what went on behind the screen. Only it's so difficult to believe."

"Not if you know the person we're dealing with as well as I do," Rankin returned.

"But wouldn't Mrs. Keith be curious about the theft? She'd question it, or stop him, or inform me of it."

"She was in no position to prevent anything," Rankin explained. "She didn't dare interfere. . . . You had better look, doctor, to find out whether I'm mistaken. But just point out the drug; we must be careful not to destroy any clues or prints."

"I hope to God you are wrong," Dr. Brantman murmured fervently.

More pallid than usual, he stepped behind the screen. The detective located the bottle.

"I fear that you are right after all, Mr. Rankin," he announced gravely. "The amounts don't check at all; I should have seven ounces left. Even if my judgment is only roughly correct, at least four ounces are missing."

Delighted by the substantiation of his theory, Rankin lifted the vial with extreme caution.

"And that means there should be fingerprints," he commented, "if this hasn't been disturbed since. . . . He probably brought along a small container instead of taking this."

Fifteen minutes later, with the evidence upon which he relied and Dr. Brantman as a witness, the detective left the house on Pine Street. On the warrant in his pocket he had filled in the criminal's name. His eyes glistened with excitement as he summoned a taxi. Experienced though he was in the pursuit of wrongdoers, he would have been less than human not to be stirred by this momentous occasion.

He gave the cabman directions as he climbed in. "And on the way," he directed, "if you notice a cop, stop so I can pick him up."

aspect I can manage him by myself; but he'll be desperate, so stand by, ready in case he is troublesome."

With that, he pressed the button beneath the name of the man he sought; and in a moment, a buzzing sound released the catch on the inner door. The three men trooped in, over a red-tiled floor, and disregarding the elevators, ascended the stairs on the right. On the third floor, the softly-lighted corridor stretched in both directions, lined with regular-spaced, numbered doors, 80 so close to the stairhead that, to prevent observation, the policemen retreated down several steps toward a midway landing. Then Rankin advanced to the apartment door and boldly seized the brass knocker.

(Concluded next week)

GOOD DAIRY COWS PAY BEST PROFIT

Ten good cows are more profitable than 20 low producers. In fact, low producers are often an expense rather than a profit, declares R. H. Ruffner, head of the animal husbandry department at State College.

A cow giving six quarts of milk a day just about pays for her feed. She pays nothing for stable rent or for the labor required for her care and milking.

But a cow giving 10 quarts of milk daily will yield a net profit of \$40 a year. Ten such cows will produce a clear profit of \$400 a year. Cows giving more milk produce an even larger return.

The exact figure, of course, will vary with local conditions, the price of milk, and the cost of feed.

Many dairymen who did not make money last year are thinking of buying high priced cows. In many instances they would do better to sell their lowest producers and endeavor to raise the efficiency of their better animals.

Duck hunters shot so much lead into several Minnesota lakes that ducks frequenting these waters got lead poisoning.

NOTICE OF SALE OF LAND

North Carolina, Wilkes County. Under and by virtue of the power of sale contained in a certain judgment of the superior court of Wilkes county in the case of the Federal Land Bank of Columbia, plaintiff, versus T. C. Sparks, et al, defendants, authorizing and empowering the undersigned commissioner to sell the land described in a certain

NOTICE OF TRUSTEE'S SALE

Default having been made in payment of the indebtedness secured by that certain deed of trust to me as Trustee for A. J. Brooks, by T. B. Finley and wife, C. L. Finley, on May 29, 1915, and recorded in the office of the Register of Deeds of Wilkes County, North Carolina, in Book 95 at Page 102, I will, under and by virtue of the power of sale contained in said deed of trust, and at the request of the cestui que trust, and for the purpose of discharging the debt secured by said deed of trust, proceed to sell to the highest bidder for cash, at the Court House door in Wilkesboro, Wilkes County, North Carolina, at 12:00 M., on Thursday, October 10, 1935, the following described land, to-wit:

First: Situated in the Town of North Wilkesboro, N. C. Beginning at a stake at the Northwest corner of 10th and G Streets and running South 62 degrees 33 minutes West along the north side of G Street 400 feet to the corner of G and 11th Streets; thence north 27 degrees 27 minutes east along the East side of 11th Street 300 feet to the corner of 11th and H Streets; thence north 62 degrees 33 minutes west along the South side of H Street 400 feet to the corner of H and 10th Streets; thence South 27 degrees 27 minutes east along the west side of 10th Street 300 feet to the beginning. Containing all of Block 93, as shown by the Winston Land and Improvement Company's map of the Town of North Wilkesboro.

Second: Situated in and adjoining the Town of North Wilkesboro. Beginning at a stone, corner of the Winston Land and Improvement Company's survey, on the West bank of the Traphill road and running with the said Company's line South 55 degrees west 661 feet to a post oak, T. B. Finley and C. G. Phillips' corner; thence North 27 degrees 30 minutes west with their line 1988 feet to a stake, continuing same course 330 feet to a stone, T. B. Finley and A. P. Hix's corner; thence with their line north 62 degree 30 minutes east 379 5-10 feet to a stone, corner of Pardue tract; thence with A. P. Hix and T. B. Finley's line north 10 degrees west 693 feet to a stake in the C. H. Cowles' line; thence with T. B. Finley and Cowles' line South 83 degrees east 132 feet to a white oak; thence with same line north 62 degrees 30 minutes east 371 3-10 feet to a maple; thence with same line north 33 degrees east 759 feet to a stake; thence with same north 74 degrees east 633 feet to a white oak, J. H. Warren's corner; thence with Warren and Finley's line south 264 feet to a stake and pine stump; thence north 62 degrees 30 minutes east 81 3-10 feet to a stake; thence south 27 degrees 30 minutes east 363 feet to a post oak Finley and Dodson's corner; thence north 62 degrees 30 minutes east with their line 990.5 feet to a stone, corner on the bank of the

mortgage deed under date of the 25th day of June, 1935, executed by T. C. Sparks and wife, Viette Sparks, to the Federal Land Bank of Columbia, and recorded in Book 126, page 184, in the office of the Register of Deeds for Wilkes county, the undersigned commissioner will expose to sale at public auction to the highest bidder for cash, at the courthouse door in Wilkesboro, North Carolina, at 12 o'clock noon, on the 16th day of October, 1935, the following described lands, lying and being in Traphill township, Wilkes county, and more particularly described and defined as follows, to-wit:

All that certain piece, parcel or tract of land containing 98.7 acres, more or less, situate, lying and being on the Ronda-Traphill road about seven miles northwest from the town of Ronda, in Traphill township, county of Wilkes and state of North Carolina, having such shapes, metes, courses and distances as will more fully appear by reference to a plat thereof made by H. C. Landon, civil engineer, on the 10th day of June, 1926, from a survey made by Charlie Miles, surveyor, May 14, 1922, and attached to the abstract now on file with the Federal Land Bank of Columbia; same being bounded on the north by the lands of T. C. Sparks; on the east by the lands of J. M. Cockerham; on the south by the lands of Grank Cheeka; and on the west by the lands of J. F. Waddell, W. H. Bauguss and the W. D. Crabb heirs. This is the same tract of land heretofore conveyed to the said T. C. Sparks by Laura A. Cockerham and husband, M. W. Cockerham, by deed dated the 27th day of June, 1919, and recorded in the office of the Register of Deeds for Wilkes county in book of deeds 111, page 32.

Terms of the sale are one-half cash on confirmation of said sale by the court. Balance payable in two equal annual installments, with interest thereon from date of sale at the rate of six per cent (6%) per annum. No bid will be accepted unless its maker shall deposit with the commissioner at the close of the bidding the sum of one hundred dollars (\$100) as a forfeit and guaranty, the same to be credited on his bid when accepted.

Notice is now given that said lands will be re-sold immediately at the same place, upon the same terms, on the same day, unless said deposit is made.

Every deposit not forfeited or returned to the maker upon expiration of the period allowed by law for the confirmation of said sale. This sale will be made subject to confirmation of the court.

This 16th day of September, 1935.

EUGENE TRIVETTE, Commissioner.

Traphill road; thence with the road south 41 degrees east 144.5 feet to a stake; thence with the road south 28 degrees east 495 feet to a stake or post oak, J. E. Brooks, by T. B. Finley and wife, C. L. Finley, on May 29, 1915, and recorded in the office of the Register of Deeds of Wilkes County, North Carolina, in Book 95 at Page 102, I will, under and by virtue of the power of sale contained in said deed of trust, and at the request of the cestui que trust, and for the purpose of discharging the debt secured by said deed of trust, proceed to sell to the highest bidder for cash, at the Court House door in Wilkesboro, Wilkes County, North Carolina, at 12:00 M., on Thursday, October 10, 1935, the following described land, to-wit:

First: Situated in the Town of North Wilkesboro, N. C. Beginning at a stake at the Northwest corner of 10th and G Streets and running South 62 degrees 33 minutes West along the north side of G Street 400 feet to the corner of G and 11th Streets; thence north 27 degrees 27 minutes east along the East side of 11th Street 300 feet to the corner of 11th and H Streets; thence north 62 degrees 33 minutes west along the South side of H Street 400 feet to the corner of H and 10th Streets; thence South 27 degrees 27 minutes east along the west side of 10th Street 300 feet to the beginning. Containing all of Block 93, as shown by the Winston Land and Improvement Company's map of the Town of North Wilkesboro.

Second: Situated in and adjoining the Town of North Wilkesboro. Beginning at a stone, corner of the Winston Land and Improvement Company's survey, on the West bank of the Traphill road and running with the said Company's line South 55 degrees west 661 feet to a post oak, T. B. Finley and C. G. Phillips' corner; thence North 27 degrees 30 minutes west with their line 1988 feet to a stake, continuing same course 330 feet to a stone, T. B. Finley and A. P. Hix's corner; thence with their line north 62 degree 30 minutes east 379 5-10 feet to a stone, corner of Pardue tract; thence with A. P. Hix and T. B. Finley's line north 10 degrees west 693 feet to a stake in the C. H. Cowles' line; thence with T. B. Finley and Cowles' line South 83 degrees east 132 feet to a white oak; thence with same line north 62 degrees 30 minutes east 371 3-10 feet to a maple; thence with same line north 33 degrees east 759 feet to a stake; thence with same north 74 degrees east 633 feet to a white oak, J. H. Warren's corner; thence with Warren and Finley's line south 264 feet to a stake and pine stump; thence north 62 degrees 30 minutes east 81 3-10 feet to a stake; thence south 27 degrees 30 minutes east 363 feet to a post oak Finley and Dodson's corner; thence north 62 degrees 30 minutes east with their line 990.5 feet to a stone, corner on the bank of the

Traphill road; thence with the road south 41 degrees east 144.5 feet to a stake; thence with the road south 28 degrees east 495 feet to a stake or post oak, J. E. Brooks, by T. B. Finley and wife, C. L. Finley, on May 29, 1915, and recorded in the office of the Register of Deeds of Wilkes County, North Carolina, in Book 95 at Page 102, I will, under and by virtue of the power of sale contained in said deed of trust, and at the request of the cestui que trust, and for the purpose of discharging the debt secured by said deed of trust, proceed to sell to the highest bidder for cash, at the Court House door in Wilkesboro, Wilkes County, North Carolina, at 12:00 M., on Thursday, October 10, 1935, the following described land, to-wit:

First: Situated in the Town of North Wilkesboro, N. C. Beginning at a stake at the Northwest corner of 10th and G Streets and running South 62 degrees 33 minutes West along the north side of G Street 400 feet to the corner of G and 11th Streets; thence north 27 degrees 27 minutes east along the East side of 11th Street 300 feet to the corner of 11th and H Streets; thence north 62 degrees 33 minutes west along the South side of H Street 400 feet to the corner of H and 10th Streets; thence South 27 degrees 27 minutes east along the west side of 10th Street 300 feet to the beginning. Containing all of Block 93, as shown by the Winston Land and Improvement Company's map of the Town of North Wilkesboro.

Second: Situated in and adjoining the Town of North Wilkesboro. Beginning at a stone, corner of the Winston Land and Improvement Company's survey, on the West bank of the Traphill road and running with the said Company's line South 55 degrees west 661 feet to a post oak, T. B. Finley and C. G. Phillips' corner; thence North 27 degrees 30 minutes west with their line 1988 feet to a stake, continuing same course 330 feet to a stone, T. B. Finley and A. P. Hix's corner; thence with their line north 62 degree 30 minutes east 379 5-10 feet to a stone, corner of Pardue tract; thence with A. P. Hix and T. B. Finley's line north 10 degrees west 693 feet to a stake in the C. H. Cowles' line; thence with T. B. Finley and Cowles' line South 83 degrees east 132 feet to a white oak; thence with same line north 62 degrees 30 minutes east 371 3-10 feet to a maple; thence with same line north 33 degrees east 759 feet to a stake; thence with same north 74 degrees east 633 feet to a white oak, J. H. Warren's corner; thence with Warren and Finley's line south 264 feet to a stake and pine stump; thence north 62 degrees 30 minutes east 81 3-10 feet to a stake; thence south 27 degrees 30 minutes east 363 feet to a post oak Finley and Dodson's corner; thence north 62 degrees 30 minutes east with their line 990.5 feet to a stone, corner on the bank of the

NOTICE OF ADMINISTRATRIX

North Carolina, Wilkes County. This is to give notice that the undersigned has qualified as the administratrix of Octavia Gilbreath, late of Wilkes County, North Carolina, and all persons having claims against said estate are hereby notified to produce them to the undersigned at North Wilkesboro, North Carolina, on or before the 4th day of September, 1936, or this notice will be pleaded in bar of their right to recover. All persons indebted to said estate will please make immediate payment.

This the 4th day of Sept., 1935. GRACE V. GILBREATH, Administratrix. By Trivette & Holshouser, Attorneys for Administratrix.

NOTICE OF SALE OF LAND

Whereas, on the 2nd day of March, 1934, Dallas Carter and wife, Myrtle Carter, executed and delivered unto W. O. McGibony, trustee for the Land Bank Commission, a certain deed of trust which is recorded in the office of the Register of Deeds for Wilkes county, North Carolina, in Book 146, at page 435; and whereas, default has been made in the payment of the indebtedness thereby secured as therein provided, and the trustee has been requested by the owner and holder thereof to exercise the power of sale therein contained:

Now, therefore, under and by virtue of the authority conferred by the said deed of trust the undersigned trustee will on the 18th day of October, 1935, at the courthouse door of Wilkes county, North Carolina, at 12 o'clock noon, offer for sale to the highest bidder upon the terms hereinbelow set forth, the following real estate:

All that certain tract of land containing seventy-five (75) acres, more or less, and known as the "Dallas Carter Place" in Edwards township of Wilkes county, North Carolina, located on a public road about seven miles northwest from Elkin, N. C. and now in the possession of Dallas Carter; bounded on the north by the lands of L. A. Carter and Myrtle Carter; on the east by the lands of J. O. Brewer and J. C. Triplett and on the west by the lands of B. D. Haynes. Said tract of land is more particularly described according to a plat prepared by P. A. Cauble, surveyor on the 23rd day of June, 1933, as follows, to-wit:

Beginning on the west bank of Big Elkin creek, L. A. Carter's corner and running thence with Carter's line south 51 degrees

west 10.33 chains to a stake; thence south 32 degrees west 3.50 chains; thence south 45 degrees west 1.25 chains; thence north 71 degrees west 10.80 chains; thence south 41 degrees west 5.50 chains to a pine; thence north 71 degrees west 11 chains; thence south 45 degrees west 3.50 chains; thence north 30 degrees west 5.50 chains; thence south 85 degrees west 6 chains; thence due west 5.50 chains; thence south 70 degrees west 4 chains to B. D. Haynes' corner; thence with his line south 22 degrees 30 minutes east 18 chains; thence north 25 degrees east 2.25 chains; thence north 6 degrees east 4.50 chains; thence north 50 degrees east 4.75 chains; thence north 28 degrees east 3 chains; thence south 9 degrees east 5 chains; thence south 68 degrees east 4 chains; thence north 87 degrees east 4 chains; thence south 50 degrees east 3 chains; thence south 78 degrees east 2.75 chains; thence north 87 degrees east 2.75 chains; thence south 60 degrees east 4 chains; thence south 30 degrees east 8.25 chains; thence south 47 degrees east 2.75 chains to J. O. Brewer's corner; thence with his line north 46 degrees east 12.50 chains; thence north 75 degrees east 8.25 chains; thence north 87 degrees east 3.50 chains; thence north 51 degrees east 10.50 chains; thence north 46 degrees west 12 chains to the point of beginning.

Being the same land conveyed to Dallas Carter by Bernard E. Carter and wife by deed dated October 18, 1906, and recorded in Book 66 at page 147, Register of Wilkes county. Copy of said plat now being on file with the agent of the Land Bank Commission at Columbia, S. C. follows:—

Terms of sale are as follows—Cash. No bid will be accepted unless its maker shall deposit with the trustee's attorney and agent at the close of the bidding the sum of three hundred (\$300) dollars as a forfeit and guaranty of his compliance with his bid, the same to be credited on his bid when accepted.

Notice is now given that said lands will be resold immediately at the same place and upon the same terms on the same day unless said deposit is made.

Every deposit not forfeited or returned to the maker upon the expiration of the period allowed by law for filing of advance or upset bid. This 17th day of September, 1935.

W. O. MCGIBONY, Trustee. Trivette & Holshouser, Agent and Attorney for Trustee. 10-14-4t

NOTICE OF FORECLOSURE SALE OF REAL ESTATE

North Carolina, Wilkes County. The Federal Land Bank of Columbia vs. Ada V. Burch and husband Elmer W. Burch, T. J. McNeill, D. H. Morrison, J. B. Church, William Bullard, John Masten, Tyre Felts, Sam Pardue, J. A. Porter, Cecil Bumgarner and the First Carolinas Joint Stock Land Bank of Columbia.

Pursuant to a consent judgment entered in the above entitled civil action, on the 16th day of August, 1935, in the superior court of Wilkes county, before Honorable F. D. Phillips, judge residing, I will, on Monday, the 30th day of September, 1935, at 10 o'clock a. m., at the courthouse door in said county, sell at public auction, to the highest bidder therefor, the following described lands situated in Wilkes county, North Carolina, in Edwards township, comprising 310 acres, more or less, and bounded and described as follows:

All that certain piece, parcel or tract of land, containing 310 acres, more or less, situate, lying and being on the Yadkin River, about one mile east from the village of Roaring River, in Edwards township, Wilkes county, North Carolina, and having such shapes, metes, courses and distances as will more fully appear by reference to a plat thereof, made by W. A. Gwyn, surveyor, sometime in March, 1912, and being bounded on the north by the lands of C. L. Parks, on the east by the lands of S. J. Greenwood, on the south by the Yadkin River, and on the west by the lands of L. J. Salmon. This being the same land conveyed to the said Ada V. Burch by S. J. Greenwood and wife, M. P. Greenwood, on May 18, 1912, and recorded in the office of the register of deeds for Wilkes county in Book 91, at page 80.

The terms of sale are cash on confirmation of the sale by the clerk of the superior court, but no bid shall be accepted or reported by the commissioner unless the maker of said bid shall deposit with the clerk of the superior court at the close of the bidding, 10 per cent of his bid in cash or certified check, as evidence of good faith; the said sum to be applied on the bid should there be a compliance with same; but should the successful bidder fail to make such deposit immediately upon the acceptance of his bid for the entire tract, then the said property shall at once be resold as a whole at such highest bidder's risk, on the same day; and should the said successful bidder make said deposit and thereafter fail to comply with said bid without just cause, or legal excuse shown, such deposit shall be forfeited and delivered to the plaintiff and retained by it as liquidated damages; and the premises shall thereupon be advertised and resold, upon the same terms and at such purchaser's risk, on some subsequent day, to be designated by the commissioner.

First—The commissioner at said sale shall first offer the tracts of said land listed in the name of T. J. McNeill and containing 105 acres as set out in deed from A.

Chatham and others to said McNeill, as shown by deed dated May 27, 1920, and recorded in Book 124, page 97, in the office of the register of deeds for Wilkes county, and said tract includes 1 acre sold by said McNeill and wife to Rufus Baldwin as shown by deed dated January 28, 1922, and recorded in Book 158, page 568, in the office of the register of deeds for Wilkes county; also one tract for 12 2-10 acres conveyed by said McNeill and wife to J. H. Masten by deed dated April 21, 1924, and recorded January 17, 1931, in the office of the register of deeds for Wilkes county in Book 148, page 570; also some small tracts claimed by J. A. Porter, Sam Pardue and Tyre Felts, out of said McNeill's 105-acre tract, the deeds to which do not appear of record.

Second—A tract of 65 acres sold by J. H. Allen and wife to D. H. Morrison, by deed October 25, 1919, recorded July 23, 1929, in Book 116, page 153, in the office of the register of deeds for Wilkes county.

Third—A tract of 56 86-160 acres conveyed by W. L. Bullard and wife to J. B. Church by deed dated August 10, 1923, and recorded August 30, 1923, in Book 133, page 40, in the office of the register of deeds for Wilkes county.

Fourth—A tract