

Notice

Having qualified as executors of the estate of William Simmons deceased late of Surry County, this is to notify all persons holding claims against said estate to present them to the undersigned executors on or before the 27th day of December 1928 or this notice will be pleaded in bar of recovery. All persons owing said estate will make prompt settlement. This December 27, 1928.

N. S. Simmons, Caleb Simmons, Executors of William Simmons deceased.

NOTICE

North Carolina, Surry County. In Superior Court. Early & Daniel Company, Ralston Purina Co., Morris & Co. and Three States Coal Co., Plaintiffs, vs. J. F. Mulligan & R. E. Scroggs, trading and doing business as J. F. Mulligan Construction Co. and The Great American Indemnity Co. and John D. Thompson, G. C. Lovill Co. and W. E. Merritt Co. intervening plaintiffs in the above styled action against defendants named above.

Defendants. Notice of pending of action.

Notice is hereby given to all persons that the above styled action is now pending in the Superior court of Surry county; that said action was commenced and is prosecuted for the purpose of recovering of the defendant J. F. Mulligan Construction Co. and its bondsmen, The Great American Indemnity Co. amounts due the several plaintiffs and the intervening plaintiffs for materials furnished and labor done in and about the construction and improvement of State Highway Project No. 7680 running between Eldin, N. C. in Surry County, North Carolina and Dobson, Surry County, North Carolina, a distance of approximately 16.47 miles said highway having been recently regraded and improved by contract between the State Highway Commission of North Carolina and J. F. Mulligan and R. E. Scroggs, trading as J. F. Mulligan Construction Co.

All persons, firms or corporations holding or claiming amounts due from J. F. Mulligan Construction Co. on account of labor done or materials furnished or other thing embraced in bond executed by the said J. F. Mulligan Construction Co. with The Great American Indemnity Co. as surety are notified to intervene in this action as provided by law; that this notice is given in compliance with Section 2445 of the Consolidated Statutes of North Carolina as the same is made applicable by Consolidated Statutes and acts of the General Assembly relating to State Highway construction and improvement and bonds required in such cases; that said action was begun on the 2nd day of October, 1928.

This Dec. 17th, 1928. It is ordered that this notice be published for four weeks in the Mount Airy News.

This Dec. 17th, 1928. F. T. Llewellyn, C. S. C. Jno. R. Jones, Atty for Early & Daniel Co., Ralston Purina Co., Morris & Co. and Three States Coal Co. and Folger and Folger, Atty. for G. C. Lovill Co., W. E. Merritt Co., and Jno. D. Thompson

Sale of Real Estate

By virtue of a power contained in a certain deed of trust, bearing date January 17, 1928, recorded in the office of Register of Deeds of Surry County in Book 74 page 186 executed by J. B. ONeal and Mandy ONeal, to the undersigned trustee, to secure the payment of a certain debt the rein set forth, and said debt having been made in the payment of the notes therein secured, and at the request of the holder of said notes, in order to satisfy the terms of said deed of trust I will on

the 24th day of Jan. 1929 at 1 o'clock P. M.,

in front of Farmers Bank at Pilot Mountain, N. C., sell at public auction to the highest bidder for cash the lands conveyed in said deed of trust which are described as follows: In Elders Township adjoining the lands of C. C. Wall and others and bounded as follows:

Beginning on a stone on the East side of the old Cox ford road, runs South 45 degrees East 6 chains and 48 links to a pine, C. C. Wall's corner, then South 3 degrees West 24 chains and 30 links to a stone in C. C. Wall's field, then South 86 degrees East with Marsh's line 29 chains to a stone, then North 7 and one-half degrees East with the Marsh road 2 chains and 75 links, then North 12 degrees West with said road 1 chain and 80 links to a pine in the fork of the road T. J. Wall's corner, then North 48 degrees West with old ridge road 19 chains and 48 links to a stone on the East side of said road, then North 45 degrees East 15 chains and 39 links to a black gum in J. S. Keys line, then North 85 degrees West 29 chains to the beginning, except about 3 acres formerly sold off this boundary, (containing about 60 acres). Sale made to satisfy notes amounting to \$2750.00 and interest and cost. This December 22, 1928.

W. R. Badgett, Trustee.

Notice of Sale of Land

Under and by virtue of authority conferred by deed of trust by Gladys Forkner and husband, Robert Forkner, Jr. to the First National Bank of Durham, N. C., Trustee, dated May 15th, 1928, and recorded in Book 107, page 129, Surry County Registry, the First National Bank, Trustee will on

January 23, 1929, at 12:00 o'clock P. M. at the Court House door in Surry County, sell at public auction for cash to the highest bidder the following described property:

All that certain lot, tract or parcel of land lying and being in the City of Mount Airy, Surry County, North Carolina, on the Southwest side of Spring Street, beginning at a point 319.5 feet Northwest of the intersection of Worth and Spring Streets, runs thence with a vacant lot of Mrs. Gladys Forkner's South 40 degs. 30 mins. West 100 feet to a wire fence; thence with said wire fence North 50 degs West 60 feet to W. G. Shelton's line; thence with W. G. Shelton's line North 31 degs. 45 mins. East 100 feet to the edge of Spring Street; thence with Spring Street South 50 degs. East 75 feet to the beginning, being a part of the lands conveyed to Gladys Forkner by deed registered in the office of the Register of Deeds for Surry County in Deed Book 66, page 315. This sale is made on account of default in the payment of the indebtedness secured by the said deed of trust. This the 20th day of December, 1928.

First National Bank of Durham North Carolina, Trustee. W. S. Lockhart, Attorney, Durham, N. C.

NOTICE

Pursuant to an order made by the Clerk of the Superior Court in the special proceeding entitled Evelynne Easter and others against Houston L. Thomas, wherein the undersigned was appointed commissioner, I will offer for sale to the highest bidder, on the premises on

Thursday, January 17, 1929, at 1 o'clock, P. M.

the following real estate lying and being in Stewart's Creek township, Surry County, N. C., and bounded as follows:

Beginning on the old corner chestnut in the Virginia line known as the old Turney corner; thence south 23 1/4 chs. to a spanish oak at a road; thence north 51 1/4 deg. west 8 chs. to a maple; thence west 8 1/2 chs. to a white oak; north 69 deg. west 5 chs. to a pine; thence north 35 1/2 deg. west 5 chs. to a chestnut; north 59 1/2 deg. west 23 1/2 chs. crossing Stewart's Creek to a chestnut oak; south 30 deg. west to a branch, up south prong of said branch to the Turney old west line, with that line north to a stake in the Virginia line, with the Virginia line east to the beginning. Containing 90 acres, less a certain portion heretofore sold off. See deed book No. 84 page 324 for above described land.

Sale made for partition among the heirs of Sarah E. Thomas.

Terms of sale one-third cash and remainder in equal payments of one and two years. This Dec. 17, 1928.

W. M. Jackson, Com.

Notice of Sale of Land

Under and by virtue of the authority conferred by deed of trust by Gladys Forkner and husband, Robert Forkner, Jr. to the First National Bank of Durham, N. C., Trustee, dated April 1st, 1928, and recorded in Book 99, page 522, Surry County Registry, the First National Bank of Durham, N. C., Trustee will on

Tuesday, January 23rd, 1929, at 12:00 o'clock P. M.,

at the Court House door in Surry County, sell at public auction for cash to the highest bidder the following described property:

Lying and being in the city of Mount Airy, Surry County, North Carolina, on the Southwesterly side of Spring Street and beginning at a point on Spring Street, North 50 degs. 15 mins. West 65 feet from the intersection of Worth and Spring Streets; runs thence with Spring Street North 50 degs. 15 min. West 115 feet to a stake, corner of the F. C. Watkins line; thence with the F. C. Watkins line South 40 degs. West 100 feet; thence parallel with Spring Street South 50 degs. 15 mins. East 115 feet to a stake in the line of others lands of Gladys Forkner; thence with the line of the vacant lot of Gladys Forkner North 40 degs. East 100 feet to the beginning corner. This sale is made on account of default in the payment of the indebtedness secured by the said deed of trust. This the 20th day of December 1928

First National Bank of Durham North Carolina, Trustee. W. S. Lockhart, Attorney, Durham, N. C.

Notice of Sale

By virtue of a deed of trust executed by me as trustee by Willis Harrelson, dated April 1, 1918 given to secure \$180.00 payable \$5.00 per month monthly on the first day of May, 1918 and \$5.00 on each calendar month thereafter until paid, default having been made in the payment of debt secured by said deed of trust, on application of the holder of the note, I will sell for cash to the highest bidder in front of the First National Bank, Mount Airy, N. C., on

the 5th day of January, 1929 at 1 o'clock P. M.,

the following real estate: Lying and being in Surry County, North Carolina and described as follows: Beginning on the south side of the Fancy Gap road, Mount Airy township and on a stake, corner between lots No. 2 and 3 and runs with line between these lots south 27 deg. east 218 feet to the line of lot No. 12 and corner of lots No. 2 and 3, thence with line of lot No. 12 south 59 deg. east 55 feet to a stake, corner of lots Nos. 3 and 4; north 28 deg. east 211 feet to Fancy Gap road, a stake set for corner of lots 3 and 4; thence with Fancy Gap road north 53 1-2 deg. west 60 ft. to the beginning.

Sale made to satisfy balance of \$182.75 due as of July 1, 1927, costs of sale and the interest on the principal from July 1, 1927 until paid. This Dec. 4th, 1928.

J. H. Folger, Trustee.

A Popular Greeting

A HAPPY New Year to you! Where in the poetry of mortals can be found words more kind to the ear, a salutation more thrilling in its promise? The colors of the rainbow are in it. It is a greeting that combines the divine and the human into a symbolic hope that never dies. The primal virtues of mankind—the faith that looks beyond the clouds of doubt, the hopes that no misfortunes can stifle, the charities that "heat and soothe and bless"—all are crystallized in the phrase.

New Year's Breaks

By Anna L. Newson

"NEW YEAR'S and no party," sighed Jane as she deposited her New Year's dinner on the only chair in her kitchenette. "At home

there'll be watch parties, 'n' everything; but it takes money to ride trains, and walking's not so good with high-heeled pumps."

She put her perishables on the window ledge and fixed her simple supper and was very lonely. It was her first New Year's away from home, and the crowds made her loneliness more poignant. For, beyond the girls at a none-too-lively real estate office and the landlady, she had no acquaintances.

"Why isn't there some way for girls in the city to get acquainted with other girls—and boys?" Jane asked herself.

She made a plate of fudge, did the dishes, washed her glorious brown hair, bathed and found it to be exactly ten minutes after eight, when she wished it were midnight. Then she dressed—in her prettiest afternoon dress of black satin with just enough yellow to make it interesting.

"All fixed up, and no place to go," she cried cynically.

And at that moment she heard voices across the hall:

"Come right in—where's Nell? Happy New Year, yourself." "Nell's mother is worse, so Nell had to stay with her." "Oh, dear, poor thing—and poor too! We can't play bridge—can't dance or anything."

"Never mind, we'll have a good time anyway." And the voices were shut away from Jane by two doors.

Jane chuckled, put on her coat, pulled her little black hat over her hair, and tiptoed out of her room. She walked around the block twice, returned, fumbled noisily at her lock, gave a vigorous tug on her string of imitation pearls. The beads fell—half of them rolling under the door across the hall from her door.

A gentle knock, a pardon asked, the beads secured, introductions made, and an invitation to dance followed quickly.

Some one remarked that broken beads were easier mended than broken resolutions.

For hours Jane had a delightful time and helped make the party a success. Then when the New Year had been duly ushered in, Charlie Saunders stopped with Jane at her door.

"And here are your beads," he said. "Won't you need some help in stringing them—about tomorrow night?"

"Yes, I'll need help; but I warn you that they are harder to string than the string is to break."

"I'm used to hard tasks—I'll be here at eight."

"Good-night."

"Good-night."

(© 1928, Western Newspaper Union.)

Welcome New Year

In winter's cold north sparkling stars, In the dark dead of night The old year at the midnight hour Taken his reluctant flight. While on the world's far-reaching stage Steps forth the infant year, And slow and silent passes then The old year, sad and sore.

For one short year thy reign shall last, Heir to an unseen realm. Oh! may no adverse blows of Fate Thy infant steps o'erwhelm And then, at length, in later days, Lord grant it so be willed That every promise of thy youth Be gloriously fulfilled.

No stress of unkind fortune mar Thy still uncharted reign; Nor blighting droughts nor scorching winds When summer comes again; When fields are green, and bright the sun Shines o'er the harvest field, May every grain Dame Nature grows Bring forth abundant yield.

Nor tempests rage, nor cyclones wreck The busy haunts of men; Serene and cloudless be thy path Until the end and then May peace reign o'er this troubled world— Peace on the land and sea— With outstretched hand and greetings kind.

New Year, we welcome thee, —Robert Douglas, in Successful Farming

Eggs as New Year's Gifts

The Persians of old celebrated the advent of a New Year by bestowing gifts of eggs on their close friends.

His Old New Year's Resolution

By Martha Manning Thomas

"EASY-GO was grinning for bed on New Year's night. He had enjoyed the usual day with many calls upon friends, jolly greetings and some small remembrances which did not excite him any, because he expected them, and met them every year. There's nothing especially thrilling in such a program, pleasant as it sounds.

"Oh—hum!" he yawned; "thus the world wags. I wish something different would pop up."

Something different did pop up, but nothing like what he was looking for. There came a knock on the door, and following the knock somebody entered. It was such a strange somebody that he could not possibly be described.

"Great chear!" exclaimed Mr. Easy-Go, jumping up from his chair. "who are you?"

"Don't you recognize me?" quavered an old voice with a crack in it. "You've known me for twenty years. It's a funny thing if you can't tell who I am."

Mr. Easy-Go regarded his visitor in some alarm. He was twisted and thin and gnarled and weather-beaten; he had no particular shape or features.

"I have been your most intimate friend for a long time," continued the cracked old voice; "I did not always look like this; I was once young and straight and full of vim. You starved me!"

"Good heavens, man, I never saw you before! How could I starve you?"

"I have lived with you twenty years. I know you better than your best friend. I am your Old-New-Year's Resolution!"

Mr. Easy-Go dropped his jaw. Things looked serious. "Please explain," he begged in a shaken voice.

"Twenty years ago you made me, and for twenty years you have broken me and forgotten me and starved me. I cannot survive another twelve months, so I have come to warn you: I shall be dead, and part of you will be dead unless you revive me this year. Take warning!"

With that the twisted old figure limped out of the room.

Mr. Easy-Go sat staring a long time into his fire. "He's right," he said slowly, "that dear old Resolution. By George! I'll keep him this year or die in the attempt! Perhaps he'll grow young and vigorous again."

With that he got into bed.

Next morning Mr. Easy-Go started in on his Old-New-Year's Resolution, and made a New-New-Year's-Resolution not to forget it for a day—and what's more, he accomplished it!

(© 1928, Western Newspaper Union.)

NOTICE

By virtue of the authority of a certain deed of trust executed by Robert Matthews and wife Lizzie Matthews, to the undersigned trustee, on the 7th day of March, 1922, default having been made on the payment of a note secured and upon the application of the holder of the said note, I will offer for sale, in front of the Bank of Mount Airy, Mount Airy, N. C., at

January 5th, 1929 at 2 o'clock P. M.,

the following described land:

Beginning on a sourwood in the line of the Mount Airy Orchard Co., Vernon's corner, and runs North 68 1-2 deg. East 22 chs. to the south end of a bridge, thence; north 65 deg. east 16.31 chs. to a rock in the old line, thence north 3 deg. east 4 1-2 chs. to a small gum, north 88 1-2 deg W 35 1-2 chains to a white oak stump, thence south 4 deg. west 20 chs. to the beginning, containing 43.48 acres more or less.

Sale made to satisfy note, principal, interest and costs.

This the 5th day of Dec. 1928.

E. C. BIVENS, Trustee.

STOCKHOLDERS' MEETING

The regular annual meeting of the stockholders of the First National Bank of Mount Airy, N. C., will be held for the election of directors on Tuesday, January 8th, 1929, at 1 o'clock P. M., at the Bank.

This Dec. 24th, 1928. E. C. BIVENS.

Notice Trustee's Sale of Land

Pursuant to authority vested in the undersigned trustee in a certain deed of trust executed the 7th day of April 1927 by A. L. Wilson and wife Nealie Wilson for the Bank of Mount Airy, N. C., to secure an indebtedness of \$217.50, and recorded in the office of the Register of Deeds of Surry County, N. C., in Book 73 page 456, default having been made in the payment of the note therein secured and at the request of the holder, I will sell for cash to the highest bidder, at public auction in front of the Bank of Mount Airy, Mount Airy, N. C., on

Monday, Jan. 7th, 1929, at 1 o'clock P. M.,

the following described real estate:

Adjoining the lands of Harem Wilson, E. C. Wood, Anderson Wood et al. Beginning at a planted rock in the road and runs N. 2.75 chains to a sourwood, E. C. Wood's line; thence east with road 2.10 chains to black gum, H. S. Wilson's line south 10 deg. west with Wilson's line 2.75 chains to rock on south side of road, thence west with H. S. Wilson's line 2 chains to the beginning. Containing 6.10 of an acre. School tract. Beginning at a chestnut and runs E. 40 chains to a double chestnut; thence south 6.75 chains to the middle of the Collins' road; thence with said road south 45 deg. west 5.30 chains to James Col-

lin's road; thence west 36 chains to black gum, thence north to the beginning. Containing 23 acres more or less. Third tract. All of the corner of the W. W. Collins' tract on the west side of Love's creek. See deed book page 425. Beginning at a rock W. Collins' corner and runs north 1-2 deg. west 6.80 chains to a stake in the hollow; thence down east low as it meanders north 23 1-2 deg. east 2.35 chains to a maple in said low; thence north 3 deg. E. 2.70 chains to chestnut sapling near the foot of the hill; thence north 15 deg. west 2 chs. to a rock T. L. Brinkley's line; thence 27.06 chains to a dogwood at corner thence to a bunch of white oaks; thence west on Wilson's line 28.75 chs. to the beginning. Containing 35.72 acres more or less. Excepting all of said tract of land lying on the east side of Love's creek, estimated at about 5 acres. Book 89 page 425.

Sale made to satisfy a balance of \$74.00 principal, interest and cost of sale to add. This the 5th day of Dec. 1928.

Edw. M. Liville, Trustee.

The Ideal Grate Coal. RED TOP

We also carry all other grades of Domestic Coal.

WELCH'S COAL & WOOD YARD Phone 100 Willow St.

Hollingsworth Drug Co. Store No. 1 Main Street Store No. 2 South Street Store No. 3 Pilot Mountain When you think of Drugs Think of HOLLINGSWORTH

Confidence There is a confidence existing between old friends that is the basis of the satisfaction each finds in the other's company. The First National has been building "old friend" confidences for more than 30 years. Commercial Banking, Savings & Trust Department The First National Bank MOUNT AIRY, N. C. T. G. PAWCETT, Pres. W. W. BURKE, V-Pres. E. G. SMITH, Cashier D. C. BECTOR, Asst. Cash. and Trust Officer.

Buy City Auto License NOW! Old Tags Expire December 31st. City Automobile tags, for private and jitney cars now on sale for the entire year of 1929. The tags bought in July and since expire Dec. 31st. Make your purchases from, CHAS. L. WRIGHT, City Tax Collector. In Town Hall

For colds, grip and flu take alotabs. Relieves the congestion, prevents complications, and hastens recovery.