

Council Grants 30-Day Extension In Settling Community Center Purchase

The town council in a special meeting last Thursday afternoon passed a resolution granting a 30-day extension to C. A. McLaughlin on payment of the \$12,500 balance due September 15 on the former Elks Club building. The consideration was \$100, to be applied to the purchase price if the transaction is completed as anticipated.

Before voting for the resolution, Councilman L. T. Clark asked particularly if the extension was being sought by McLaughlin "to arrange his financing, or because he doubts that the town can give him a clear title." Both reasons had been advanced by McLaughlin and his attorney, Hoke Pollock, in requesting the extension at the regular council meeting two nights before.

Pollock, who represented his client at the Thursday meeting, said both reasons were involved, but that "if the FHA financing goes through, and we receive title insurance, that will satisfy us." Mayor Gilmore and others on the council agreed with Clark that "if there is something wrong with the title, so that we cannot give a warranty deed, the best thing we can do is take the property back right now and see if we can straighten the matter out." This would involve re-sale at auction of the property, on which McLaughlin said he has now placed \$3,000 worth of improvements.

McLaughlin purchased the old Elks Club building, which later became the town Community Building, on September 15, 1954, through an arrangement by which he would pay \$1,000 during the first year in installments like rent, then on September 15, 1955, pay the balance if he decided to keep the property.

If the final payment was not met, or McLaughlin decided he didn't want the property, it would then revert to the Town along with all improvements.

Early last week McLaughlin approached the town manager and a couple of the councilmen regarding an extension, as he said he had started negotiations toward FHA financing but that these had been delayed. In view of the arrangement that had been made, and the time that had elapsed, they were against extending the time and felt the council as a whole could not approve it.

However, at the town meeting Pollock threw out a bombshell in the form of a pronouncement that

the town very likely could not give clear title to the place. A bid or bids offered when it was first advertised for sale had been turned down, and it was later sold to McLaughlin without the formality of new advertising, which, the attorney said, the statute requires.

McLaughlin's contract with the town calls for a warranty deed to be provided if he met the final payment when it was due. Pollock said he doubted if this could be provided, and asked that 30 days be allowed to straighten the matter out.

W. Lamont Brown, town attorney, said he could present the question to the Attorney General, but if it was ruled that the title was not clear the town would have no choice but to take back the property. The question then arose as to which of the contracting parties would in such case be responsible for the \$3,000 in improvements, which Pollock thought the town should repay.

Improvements or not, Tom E. Cunningham, the town manager, was against any form of extension, as contrary to the best interests of the taxpayers, and if there had to be delay while the many questions involved were studied, that the \$12,500 should be placed in escrow on the due date, along with the deed, as guarantee that each party could and would live up to his end of the contract.

Pollock stated that his client could produce the money if required, though at a cost of several hundred dollars in interest, but if the town could not give a warranty deed in exchange, his client would sue for breach of contract. Under the statute, he reminded, it would not be the town that was sued, but the mayor and town clerk personally.

The matter ended inconclusively Tuesday night. As earnest of his ability to meet his end of the contract, McLaughlin came with his attorney to the town office Thursday morning, and counted out \$12,500 in cash. The money, however, was not required, as the council decided to grant the 30-day extension that was asked; to enable McLaughlin to complete his financing program "in the interest of fairness to all concerned, and to avoid possible costly litigation." If the title should remain a cloud, and title insurance prove impossible to secure, the property will be taken back by the Town.



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There was not a winner in the contest for the games played September 17th. The close margin of Maryland's win over Missouri 13 to 12 upset many contestants.

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