

**The Franklin Press**  
PUBLISHED EVERY FRIDAY

S. A. HARRIS, Editor

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Foreign Advertising Representative  
THE AMERICAN PRESS ASSOCIATION

**How About It?**

Fill up the daddy mud hole.  
Beautify the school grounds.  
No bounty should be paid on Georgia wild cats.

There is no possible excuse for pussyfoot methods of government.

A good baseball team would be an excellent advertisement for the town.

The basketball season is over and the auditorium should be repaired as soon as possible.

The head of Lee on Stone Mountain is not the only granite head connected with that controversy.

A prohibition officer who will drink liquor is in no way qualified to be a prohibition officer.

We notice where Asheville is to have a fishing school. There are several 12 year old boys in Franklin who would make good instructors.

When the senate next convenes the republican senators should have an army bugler detailed to blow Assembly so that the General will be on time.

Some people make good money allowing dogs to kill poor sheep and making the county pay for good ones. An indictment or two might help matters.

A person who sets the woods on fire either carelessly or otherwise is liable to a term in the penitentiary and for damages caused by the fire. Think it over.

Election for aldermen and mayor comes on the 5th day of May. Certify your tickets 20 days before the election, if the Australian ballot is to be used.

Coach Richards is organizing a baseball team at the high school that will be a credit to Franklin. Everybody should support this team. Give our boys the necessary encouragement and they will win a majority of their games.

The Asheville Times is advocating the establishment of a cross word puzzle factory in that city. If the Times will send a representative to Franklin to remain through the present campaign for election of city officials he can tabulate enough cross words to supply several factories.

Relief work has started for the storm sufferers in several mid-western states. It is the intention of those in charge to replace all houses as they were before the storm. Something over 1000 houses were demolished and thousands of people made homeless. Hundreds of thousands of dollars will be required. Macon county should contribute. Suppose the storm had struck us. In that case we would appreciate help from others.

In an editorial last week under the caption of "Law Enforcement" the Press stated that the town board some months ago passed a resolution requiring the Chief of Police to remain in town at all times excepting in cases of emergency. Chief Coffey states that no such resolution was ever passed. The book of minutes contains no such resolution. The information on which our statement of last week was based came to us direct from the Mayor of Franklin. The Mayor now states that he was mistaken and that no such resolution appears to have been acted upon by the town board. The Press is sorry to have been misled on this matter and gladly publishes this correction.

Chief Coffey says he cannot levy on property for taxes without an order from the town board. We understand that such an order has been promulgated and that the levy will soon be put into effect. Chief Coffey is no respecter of persons and will no doubt levy on the property of a member of the town board for 1923 taxes. The town board need not ex-

pect the average citizen to be prompt with payment of his taxes when some of its own members set a different example.

In connection with tax collections we believe that Chief Coffey should be relieved from the duties of collecting the city taxes. He should have no time to devote to this work.

We understand that the Australian ballot must be used in the city election. These ballots are difficult to print and require considerable time. If the Press force is expected to print these ballots we should have the copy two weeks before the election. If the ballot is brought to the Press office only two or three days before the election it will not be possible to print it.

We also understand that the Australian ballot law requires that the names of the various candidates be certified to the proper authorities, in this case the city clerk, 20 days before the election. Those who expect to put out a ticket at the last minute will therefore be disappointed, provided the law applies to city elections and we are informed that it does so apply.

Last week the Press asked a question as to whose money paid for clearing the lake site. We are happy to state that the money of the contractor, Mr. Charlie Oliver, was used for this purpose. Statements have been made on the streets of Franklin to the effect that Mr. Oliver was only the tool of another citizen of Franklin when he (Oliver) contracted to clear the lake site. The query in the Press last week was made for the purpose of clearing up this situation. The following note from Mr. George Dean, assistant cashier of the Bank of Franklin should put at rest all rumors concerning this matter:  
C. F. Oliver used his money to clear the dam site and no other man paid any at all. GEO. DEAN.

**Poultry Sales**

On March 18th the first co-operative poultry sale of the season was held at Franklin. This sale put into the pockets of the farmers something over \$2,500. This is the amount distributed by the legitimate bidder. In addition two or three independent buyers were on hand paying a little more for the poultry than offered by the regular bidder. Quite a few farmers who are evidently blind to the benefits of co-operative poultry sales sold to the independent bidders.

These farmers seem to forget that up until about a year ago they were glad to take from every itinerant chicken buyer just what was offered. In fact they were at the mercy of these buyers who usually paid only about half of what the chickens were worth. A little over a year ago County Agent Arrendale arranged for co-operative poultry selling and immediately those having poultry for sale began receiving the market prices. This at once began to seriously interfere with the large profits which other buyers had been receiving under the old conditions. These buyers then began laying plans to break up co-operative sales. One of these plans was to offer more for poultry on sale days than the legitimate bidder had offered. Strange to say on every sale day some farmers sell to these independent buyers.

It should be understood now that bidders on carload lots will not continue to send a representative to Franklin to buy poultry unless they can get all of this product offered for sale on that particular day. A great majority of the farmers of the County are wise enough to realize this and refuse to sell to other than the car lot bidder. Others, however, see only the one cent additional on the pound offered by the independent buyers and sell their poultry to these men.

The scheme of these buyers ought not to be hard to fathom. They don't want any co-operative poultry sales. For years they have been buying the farmers poultry for about half the market price and thus have reaped a rich harvest at the expense of widows and orphans and other with poultry to sell. It now appears that they are in a fair way to break up the co-operative sales.

The farmers are the only ones who can put a stop to the independent buyers. One or two more sales such as took place on March 18th will result in no more co-operative sales. If the farmers want to sell their chickens in the future for half price, let a few of them sell to independent buyers at the next co-operative poultry sale. If the wise and far sighted farmers can't persuade their neighbors to sell at the car then all farmers can make up their minds to sell their poultry for half price or to go out of the poultry business.

If a farmer wants to test the accuracy of the above statements let him bring a truck load of poultry to an independent buyer on other than a sale day and see what this buyer offers.

**The Town Board**

Lowest bid on constructing the road to the dam site was \$2975.00. The town board by contracting for labor built the road for 1894.61, thus saving almost \$1100.00, an amount of the lowest bidder for a complete job. The engineers had estimated the cost of this road at \$5000.00.

In the contract for electrical equipment and water wheels the town board saved approximately \$3100.00 on the cost as estimated by the engineers. The clearing of the lake

site was also done at a much lower cost than the estimate. In fact in every instance where the town board has spent bond funds it has made a considerable saving over the estimate.

Rumors are going the rounds that the town board has been extravagant in spending the bond money. In some cases we believe that deliberate falsehoods are being circulated. We are of the opinion that the present aldermen have been exceedingly watchful in the expenditure of the bond funds. No man can truthfully say that they have made a habit of wasting this money.

As stated before in the columns of the Press considerable opposition has developed against some members of the present city administration and a strong fight will be made to vote some of these men out of office. But while this fight is being waged the voters should remember that now is the most critical period in Franklin's history. We need now as never before strong men on the town board, men of recognized business ability.

Is it possible to choose from the citizens of Franklin a better qualified town board than the one we now have? This question deserves the serious consideration of every voter.

**Service by Publication Notice**

North Carolina—Macon County.  
In the Superior Court.  
Effie Welch  
vs.  
Homer L. Younce

Homer L. Younce, non-resident defendant above named will take notice that an action entitled as above has been commenced against him in the Superior Court of Macon County, North Carolina, by the plaintiff, Effie Welch to recover damages of the said defendant in the sum of Five Thousand (\$5,000.00) Dollars, on account of injury to the person of the said Effie Welch by the wrongful act of the defendant Homer L. Younce, for seduction. Said defendant will further take notice that the summons in said action against him is returnable before the Clerk of the Superior Court of Macon County, N. C., at his office in Franklin in said County and State, on the 18th day of April 1925. The said defendant, Homer L. Younce will further take notice that a warrant of attachment was issued on the 16 day of March, 1925, by the undersigned Clerk of the Superior Court of Macon County, N. C., against the property of the said defendant, Homer L. Younce, which warrant of attachment is returnable before the undersigned Clerk of the Superior Court of Macon County, N. C., at the time and place above named for the return of the summons; when and where the said defendant, Homer L. Younce, is required to appear and answer or demur to the complaint of the plaintiff, or the plaintiff will apply to the court for the relief demanded in the said complaint.

This the 16th day of March, 1925.  
FRANK I. MURRAY,  
Clerk Superior Court, Macon County, N. C. 51FR-A17

**Service by Publication Notice**

North Carolina—Macon County.  
In the Superior Court.  
Effie Welch  
vs.  
Homer L. Younce and J. M. Younce

Homer L. Younce, non-resident, defendant above named will take notice that an action entitled as above has been commenced against him and his co-defendant, J. M. Younce, in the Superior Court of Macon County, North Carolina, by the plaintiff, Effie Welch. That the summons in said action was issued on the 16th day of March, 1925, by the Clerk of the Superior Court of Macon County, N. C., returnable as to the defendant, Homer L. Younce, before the said Clerk on the 18th day of April, 1925. That the purpose of said action is to set aside and vacate a certain purported conveyance of property by the defendant, Homer L. Younce, to his co-defendant, J. M. Younce, on the grounds of fraud. Let the defendant further take notice that he is required to appear before said Clerk of the Superior Court of Macon County, N. C., on the 18th day of April, 1925, at his office in Franklin, N. C., and answer or demur to the complaint or the plaintiff will apply to the Court for the relief demanded therein.

This the 16th day of March, 1925.  
FRANK I. MURRAY,  
Clerk Superior Court, Macon County, N. C. 51FR-A17

**Administrator's Notice**

North Carolina.  
Having qualified as administrator of P. H. Justice, deceased, late of Macon County, N. C., this is to notify all persons having claims against the estate of said deceased to exhibit them to the undersigned on or before the 7th day of March, 1925, or this notice will be plead in bar of their recovery. All persons indebted to said estate will please make immediate settlement.

This 7th day of March, 1925.  
B. W. JUSTICE,  
Administrator.

FIM-A3  
Press Want Ads Bring Results.

**Notice of Trustees Sale**

By virtue of a pewor of sale contained in a certain deed of trust executed by C. J. Rogers, to the undersigned as trustees on the 21st day of December 1922 and default having been made in payment of the two notes in said deed of trust described I will sell at the Court House door in the town of Franklin in the state of North Carolina at public auction for cash on the 6th day of April 1925 the land described in the said deed of trust which is specifically described as follows:

"Beginning at a hickory corner near the creek the beginning corner of No. twenty, and running south 86E with old E & W line 53 poles to a chestnut corner; then north 34 E 82 poles to a stake an dpointers; then south 71½ E 104 poles to a small hickory on a ridge; then north 19 E 80 poles to a stake in Mary Conley line; then west 7 poles to hickory corner on top of ridge near Mill Gap; then with ridge south 20 W 20 poles to a stake; then south 46 W 49 poles to black jack. George Love's corner; then north 78 W 30 poles to a stake; then north 2E 60 poles to a red oak on top of a ridge; then down ridge north 74 W 9 poles to a small white oak; then north 34 W 8½ poles to a stake; then south 56 W 14 poles to a rock; then north 34 W 11 poles to a rock at spring; then north 56 E 14 poles to a rock at or near a chestnut tree; then north 72½ E 92 poles to a pine in the old line; then north with old line 10 E 3 degrees variation—40 poles to stake in the hollow above the head of branch running down by Lou Guder's; then south 73 W 22 poles to a maple at spring; then north 70 W 22 poles to a small holly in the branch; then south 85 W 36 poles—paper call 16 poles—to a Service stump at the creek; then W 34 poles to a hickory on a ridge; then north 26 w 24 poles to a spanish oak on the Thos West Ridge; then with said ridge as follows: North 34½ W 27 poles to a black oak; north 53 W 26 poles to a white oak; north 25 W 7 poles to a stake or gum; north 22 W 19 poles to a chestnut oak stump; north 14 poles to a black jack; north 14 E with line of 9315—16 poles to a black jack; then north 40 W 12 poles to a spanish oak; north 12 W 56 poles to a large chestnut oak on rock cliff; north 34 W with ridge and line of Grant No. 3357 220 poles to a chestnut corner near the Polly Patch; then north 78 W 72 poles to a black oak; then south 45 W 38 poles to a chestnut oak corner on side of a hill in the Chestnut Cove; then W 53 poles to a scrubby chestnut oak ridge; then down the ridge with Hans Reese's line as follows: South 54 E 35 poles to rock or stake; south 25¼ E 35 poles to a white oak south 7 E—paper call 9 E—28 poles to a spanish oak in gap of where trail crosses from gum cove; then south 32 E 8 poles and ten feet to a white oak; then south 50 E 26 poles to a spanish oak; then south 20 E 30 poles to a small black oak on knoll; then south 56 E 15 poles to a white oak or rock on ridge above Big Cliff; then south 26 E 36 poles to rick; then south 52 E with Plemon's line 100 poles to a hickory corner—passing a hickory at 78 poles and also 87 poles then south 38 W 80 poles to a chestnut oak; then north 55 W 16 poles to white oak; then south with the Rickman line 15 E—allow proper variation 40 poles to a hickory, W. J. Jenkin's corner; when with his line 1 south 15 E—allowing proper variation 50 poles to black jack corner; then south 85 E 79 poles to a white oak; W. A. McGaha's corner; then south 2 W 170 poles to a stake in field; then south 82 E 24 poles five feet to the beginning. Containing six hundred forty acres or less.

Said deed of trust recorded in Book 27 at page 196, office of Register of deeds of Macon county, N. C.

This sale is made to satisfy the two notes secured by said deed of trust amounting to \$2675.00 with interest. CBBC.M27 H. G. ROBERTSON, Trustee.

**Notice of Town Election**

Notice is hereby given that by order of the Board of Aldermen made in regular session on Monday night March 2nd, 1925, by resolution duly passed and acting under the Charter of the Town of Franklin, an election is hereby called to be held on the first Tuesday after the first Monday in May 1925, the same being the 5th day of May, for the purpose of electing a Mayor and six Aldermen for the Town of Franklin, to serve for two years and after said date or until their successors are elected and qualified.

Notice is also further given that Zeb Baird was appointed Register and that Roy Carpenter, Broadie Pendergrass, Mrs. Elsie Franks and Miss Lillie Rankin were appointed judges of said election. That there will only be one voting place which will be in the Court House. Said election will be held under the Australian Ballot Law applying to Macon County.

Done by order of the Board. This the 2nd day of March 1925. 91M1.  
R. D. SISK, Mayor,  
H. W. CABE, Clerk,

**Notice of Summons**

North Carolina—Macon County,  
In the Superior Court

L. J. Young, Administrator of E. S. Blackburn, deceased, and Mittie Fox and husband, E. M. Fox

vs.  
Ed Blackburn and others, heirs at law of E. S. Blackburn, deceased.

The defendants, J. C. Gergory, Mary Gregory, Lida Dryman, Jake Dryman, Jane Grantham, Walter Grantham, Henry Abernathy and wife, Abernathy, Lynchie Davis, Wm. Davis, Evaline Johnson and husband Johnson, Mary Bridges and husband, J. W. Bridges, Mittie Garets and husband, Walter Garets, Herrington Pressley, Mary Gregory Henry Gregory, Frank Gregory, Sallie Gregory, Gregory will take notice that an action entitled above has been commenced in the Superior Court of Macon County, North Carolina, to make assets to pay the debts and costs of administrator of E. S. Blackburn, deceased, and for the sale of lands of which said E. S. Blackburn died seized and possessed for the purpose of partition between all the heirs at law of said E. S. Blackburn, deceased. An the said defendants will further take notice that they and each of them are required to appear at the office of the Clerk of the Superior Court of Macon County at the Court House in said county and the Town of Franklin, on the 26th day of March, 1925, and answer or demur to the petition in said case now on file in said office within twenty days from said date and the plaintiffs will apply to the Court for the relief demanded in said petition. This the 26th day of February, 1925.

FRANK I. MURRAY,  
Clerk Superior Court Macon County, North Carolina.

**Service By Publication Notice**

North Carolina—Macon County  
In Superior Court.  
Macon County Farmers Federation Incorporated,

vs.  
Mica Products Company, Graham Dugas and Earl H. Moore

The non-resident defendants, Graham Dugas and Earl H. Moore, will take notice that an action entitled as above has been commenced against them in the Superior Court of Macon County, North Carolina, to recover the sum of FIVE HUNDRED DOLLARS, (\$500.00) for injury to personal property, to-wit, a truck, belonging to plaintiff, in consequences of the negligence of the defendants and the said defendants will take notice that the summons in said action is returnable before the Clerk of the Superior Court of Macon County, North Carolina, at his office in Franklin in said County and state, on the 4th day of April, 1925.

The said defendants will further take notice that a warrant of attachment has been issued by the undersigned Clerk of the Superior Court against the property of said defendants, which warrant of attachment is returnable at the time and place above named for the return of the summons; when and where the said defendants are required to appear and answer or demur to the complaint of the plaintiff, or the plaintiff will apply to the Court for the relief demanded in said complaint.

This the 3rd day of March, 1925.  
51TJJA3 FRANK I. MURRAY,  
Clerk Superior Court, Macon County North Carolina

**Notice of Summons**

North Carolina—Macon County,  
In the Superior Court.

Sallie Cabe  
vs.  
Arthur Cabe

The defendant above named will take notice that an action entitled as above has been commenced against him in the Superior Court of Macon County, N. C., before the Clerk for the purpose of obtaining a divorce from the bonds of matrimony, the summons in which action has been made returnable before Frank I. Murray, Clerk Superior Court of Macon County, N. C. at his office in the courthouse in Franklin, N. C. on the 2nd day of April 1925, when and where the defendant is required to appear and answer or demur to the complaint of the plaintiff or the plaintiff will apply to the court for the relief demanded therein.

This the 3rd. day of March 1925.  
FRANK I. MURRAY,  
Clerk of Superior Court.

**Entry Notice**

Dave Angel and Frank Ledford No. 1496—50 Acres.  
Entered March 6, 1925.  
State of North Carolina, Macon County. Dave Angel and Frank Ledford enter 50 acres of land in Eilljay Township on waters of Sugarfork River, joining the lands of Andy Sorrells, Link Johnson, Ben Gibson, Higdon & Porter and others.  
D. H. ANGEL,  
FRANK LEDFORD.

I certify that the foregoing is a true transcript from the record in my office. This March 6, 1925.  
H. W. CABE, Clerk.