

THE NEWS-RECORD

NON-PARTISAN IN POLITICS

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EDITORIAL

A MERCHANTS ASSOCIATION

One of the most urgent needs in Marshall and Mars Hill is a working Merchants Association. You will perhaps say that this writer is behind times—that Marshall already has a Merchants Association and that Mars Hill is in the process of forming such an organization.

We are fully aware that Marshall has a Merchants Association and that Mars Hill is endeavoring to fully organize one. But just how strong is the Marshall Association? We have attended practically every meeting and are in a position to know just how strong it is.

To put it mildly, it is indeed a weak and staggering Association. It has developed to a point where five or six progressive merchants meet and try to make plans for about 80 merchants. This system just won't work. It is the duty and responsibility of EVERY merchant to attend the meetings if such an association is to function properly.

Just what is an Association? The dictionary defines an Association as a formal organization of people with a common purpose; act of associating; state of being associated; companionship; the connection of ideas in thought. Does Marshall have such an organization? The answer is "no."

It isn't the fact that we haven't tried. Indeed, such an association has been "in force" for many years but the fact remains, it is definitely a very weak force. An example of the lack of cooperation was shown recently when over 20 merchants were called by phone or by personal contact to meet for a few minutes in Fisher's Army Store to make definite plans about the closing dates for Christmas. The purpose of the meeting was indeed important. Other plans concerning street lighting, promotions, New Year's closing, etc., should have received 100% attendance. How many showed up? FIVE merchants! This is just one of many such association "meetings." We could elaborate in a full column the "kinks" and problems such a scarcely-attended meeting causes, but we think you can well imagine.

This writer also talked to a Mars Hill citizen a few days ago and found out that Mars Hill merchants are no different than Marshall merchants. It's practically impossible to get enough of them together to make plans which will meet the approval of the majority.

It is with sincere hope that during 1957, both Marshall and Mars Hill can have a rejuvenated and progressive Merchants Association which will mean so much to both Madison County towns.

Willson Graduates With Law Degree

Robert Briggs Willson, son of Mr. and Mrs. R. F. Willson, Monticello Road, Weaverville, received his LL.B. Degree from the College of Law of the University of Tennessee on December 20, 1956. Previously he had received his degree in Business Administration from U.T.

He is a member of Phi Alpha Delta law fraternity and served as president of the Young Democrats for two years at the University. Mr. Willson also worked in the office of one of the law firms in the city of Knoxville for the past year.

He is the grandson of the late Sheridan C. and Mrs. Lula Carter Briggs of Mars Hill.

He is spending part of the holidays with his parents.

Remember When

From the Files of
THE NEWS-RECORD
By **EMMA THOMAS**

ONE YEAR AGO

Richard Freeman, of Marshall, was the lucky winner of the Lions Club beef calf.

Hot Springs people, with the help of the North Carolina unit of the American Medical Association were working to get two doctors and a dentist to move to their town.

Officers of the Garden Club of Marshall announced that the John Corbett residence had been awarded first prize in the initial Christmas Decoration Contest.

FIVE YEARS AGO
The churches of Marshall joined in a union service at the Methodist Church in observance of Student Night.

Lt. Samuel W. Fryer, USN, husband of the former Miss Martha Jane Bector of Marshall, graduated from the Naval General Line School at Monterey, California.

TEN YEARS AGO

A radio program, originating from the studios of Radio Station WWNC, staged by Major Cecil Brown, officer of the Salvation Army, with an audience of ten million people, on CBS hook-up.

J. C. Chandler accepted a position as operator with the Southern Railway at Alexander.

This Is The Law

—by—
ROBERT E. LEE
(For the N. C. Bar Association)

Suretyship Contracts
Johnson recently moved into a new community. He was not known by Taylor, who conducted a grocery store. Wilson orally said to Taylor, "Let Johnson have \$100 worth of groceries and if he does not pay I will." If Johnson does not pay for the groceries sold to him on credit, may there be a recovery from Wilson?

No. The oral promise of Wilson is unenforceable in a court of law. The promise should have been in writing and signed by Wilson.

It is a suretyship or guaranty contract, and under what lawyers call the "statute of frauds," such a contract must be in writing and signed by the promisor or his agent.

A suretyship is an undertaking to answer for the debt or default of another. The three parties to a suretyship are the creditor, the principal debtor and the surety. The creditor has two persons to proceed against in case of default.

It is one of the oldest forms of security. A thousand years before the birth of Christ, Solomon in his proverbs said: "He that is a surety for a stranger shall smart for it; and he that hateth suretyship is sure."

Wilson orally says to Taylor: "Send \$100 worth of groceries to Johnson and charge the same to me." May Taylor recover from Wilson on this oral promise?

Yes. This is not a suretyship or guaranty contract, but a primary obligation on the part of Wilson and the oral promise is binding.

Although Johnson receives the groceries, there is no obligation on the part of Johnson to pay for them. It is an outright undertaking on the part of Wilson. So far as appears, Wilson is buying the groceries from Taylor and making a gift of them to Johnson.

If no credit is extended to the one who receives the groceries, the oral promise of Wilson is to pay his own debt. In order for there to be a suretyship or guaranty contract, there must be a collateral agreement backing up the liability of a principal debtor.

Hudson orally says to Turner: "Buy \$1000 worth of merchandise from Barker, and if on resale you suffer a loss I will indemnify you." Turner does as requested, and as a result of the transaction he sustains a loss of \$200. May Turner recover \$200 from Hudson?

Yes. This is not a suretyship or guaranty contract, but a contract of indemnity. Such contracts are valid oral.

OPEN FORUM

THE VOICE OF THE PEOPLE

Holcombe Lauded

The Allied Church League abstains from Beverage Alcohol, one item of whose work is to tabulate the votes of our legislators in Raleigh on matters of civic rights dealings, gives out the information that the Madison County representative of the last session, Mr. Fred Holcombe, voted true to the promises made to his supporters during the election campaign. He did not evade the question by absenting himself or by not voting when such matters came before the legislature, but was at his post, supporting the right issues. This is not always true of the legislators in Raleigh. If all would follow Mr. Holcombe's example the advantage to civic righteousness would be greatly increased. The above information is sent in by the Woman's Christian Temperance Union of Mars Hill.

HATTIE EDWARDS, President

Certified Seed Sweet Potatoes Now Available

"In past years, many farmers have been securing seed sweet potatoes from other states," says F. W. McLaughlin, Assistant Director of the North Carolina Crop Improvement Association. This may no longer be necessary as 108.5 acres of certified seed sweet potatoes were produced this year in North Carolina. This seed supply is enough to plant approximately 3,100 acres, he points out.

Of this seed supply available, Porto Rico accounted for the largest number of acres with 85. Other certified production included Copper Skinned Gold Rush, Gold Rush and Earlyport. These seed potatoes were grown under the supervision of the Association, says McLaughlin. The production was inspected in the field as well as in storage, he adds.

McLaughlin points out that for the farmer to produce an acceptable crop of sweet potatoes, he must be sure that his growing potatoes are free from two diseases — scurf and blackrot. To get seed that is free of these diseases, he advises farmers to insist on North Carolina grown certified seed. Wilt, a disease that kills the plants in the field, can be carried in the seed or in the sand. Therefore, a farmer will want to get seed as free of wilt as is possible. This certified seed is inspected in the field for low tolerance of wilt, he adds.

Storage inspection will be made in detail for the presence of blackrot, scurf, wilt, and other damaging diseases. Potatoes are also checked for external and internal color.

McLaughlin states that if a farmer wants to plant these certified seed, he may secure a list of the certified growers in the state by contacting the N.C. Crop Improvement Association, State Office, Raleigh.

Algeciras, Spain — The wedding festivities of Juano Sota and Sebastian Cortis, two gypsies, lasted for sixteen days and cost a total of 115,000 pesetas (\$2,587). Three of the wedding guests had to be taken to the hospital suffering from exhaustion.

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—A. L. Henderson Photo

A few of the members of the Marshall Lions Club are shown getting ready to deliver Christmas baskets last week-end to 33 families in Madison County who have blind members. Each basket contained 8 pounds of oranges, Irish potatoes, candy, pinto beans, apples, fatback, five pounds of sugar, four pounds of lard, 10 pounds of flour, a box of salt, nuts and a pound of coffee. On the truck (L to R) are R. G. Franklin and Page Brigman; at each side are Bernard Brigman and Jim Story; kneeling are Howard Barnwell, Roy Reeves and W. W. Peck.

—Cut courtesy Asheville Citizen-Times

GREETINGS '1957

May each day of the new year be filled with achievement and contentment.



We hope the New Year will be a picture of happiness and success for you.



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