

Civil Defense Contracts Of \$284,000 Go To N.C.

Three one-year contracts totaling \$284,337 have been signed between the Federal Defense Civil Preparedness Agency and the State of North Carolina for conducting civilian preparedness programs in emergency or disaster situations.

N.C. Military and Veterans Affairs Secretary John J. Tolson, III, announced the awarding of the contracts. The Division of Civil Preparedness of the Department of Military and Veterans Affairs will have the responsibility for implementing the programs under the contracts, Tolson said.

David L. Britt, Civil Preparedness Coordinator, said the largest of the three contracts is \$130,900 for a Civil Preparedness Instructional Program for any disaster situation, whether natural or man-made including nuclear. The contract provides for a professional staff of six people. The staff assists all levels of governing officials in learning to respond to large-scale disaster operations; conducts disaster preparedness conferences for business, industry, school and governmental officials; works with the school officials through the N.C. Department of Public Education to implement Civil Preparedness programs for students in public schools; and trains volunteer community leaders in the operation of disaster shelters, as damage assessment teams and in monitoring radiation levels in the event of an accident involving radioactive materials.

The Nuclear Civil Protection Planning (NCP) program, which replaces the Community Shelter and On-Site Assistance programs, has

been allocated \$90,000. The NCP program is to provide for the evacuation of all non-essential personnel from high risk areas before a nuclear crisis occurs. (The high risk areas are designated by the U.S. Department of Defense.) The program consists of three parts: (1) providing adequate shelter for essential individuals remaining in the high risk area for the continuity of government; (2) relocating non-essential individuals to a low risk area; and (3) providing food, shelter, medical and other services for the evacuees in the host area. The contract provides for a staff of five persons: three planners, a draftsman and a secretary.

The third contract is to continue the calibration and maintenance of more than 95,000 pieces of radiological monitoring equipment located throughout the State. Funds total \$62,733 and provide for three technicians and a secretary. This equipment is currently the only available equipment strategically located across the State for detecting beta and gamma radiation in the event of fire, transportation, or other accidents involving radioactive materials prior to the arrival of personnel from the radiation protection branch of the N.C. Department of Human Resources, located in Raleigh.

Secretary Tolson said he was pleased with the awarding of these contracts as they are vital to continuing a viable and effective effort to prepare all North Carolinians for coping with emergency and disaster situations whenever they occur.



CHECKING THE FILES- New assistant Home Extension agent Marsha Smith receives instruction from Home Extension agent Ellen Willis, Mrs. Smith, originally from Fairmont, worked in Moore County for about two years as an extension agent before starting last week in Hoke County. She is a 1973 graduate of East Carolina University.

Deaths And Funerals

Cleveland J. Holland



Wanda L. McDowell

Funeral services for Miss Wanda Lynn McDowell, 16, were conducted Saturday at 11 A.M. at Evangelical Methodist Church with Rev. Godwin and Rev. W.H. Ginn. Burial was in Raeford cemetery.

Survivor are her father and stepmother, Mr. and Mrs. Curtis McDowell; four sisters, Mrs. Karen Blalock of Angier, Gale and Kathy McDowell of Boiling Springs, and Glenda McDowell of Oxford; and her grandmother, Mrs. Ruth McDowell of Raeford.

Clyde M. Pittman, Jr.

Funeral services for Clyde Melton Pittman, Jr., were conducted last Thursday at 3 P.M. at Second Baptist Church. Rev. Lewis Jolly and Rev. Taylor officiated. Burial was in Antioch cemetery.

Survivor are his father, Clyde M. Pittman, Sr. of Fayetteville; his mother, Mrs. Pauline G. Pittman of Raeford; and maternal grandmother, Mrs. Ruby Biggs of Raeford.

\$106,286 Back Pay Due Under N.C. Wage Law

A total of \$106,286.25 in back wages was found due to 1,526 Tar Heel workers during fiscal year 1974-75 under the provisions of the North Carolina minimum wage and overtime pay laws, the N.C. Department of Labor reported.

The wage underpayments were found in the course of inspections made by the field staff of the Labor Department's state inspections and services division, headed by Director Max Avery.

"The amount found due employees in fiscal 1974-75 was 96 per cent higher than the \$54,109.79 in wage underpayments found during the preceding year," said Avery. "A principal reason for this large increase is the much more adequate staff we have had available to make inspections during the past year."

Avery said that the \$106,286

found due in 1974-75, \$71,254.23 represented minimum wage underpayments and \$35,032.02 was for unpaid overtime work. The North Carolina overtime statute requires time and a half pay for hours worked in excess of 50 per week, he explained.

In the previous year, 1973-74, said Avery, minimum wage underpayments were much more numerous than overtime underpayments, with \$38,877.35 in unpaid minimum wages found due 665 employees and \$15,232.44 in overtime underpayments found due 375 workers.

The situation was reversed in 1974-75, Avery stated, when 938 employees were found due back pay for overtime work and 588 for minimum wage underpayments.

Avery said his Division's inspectors found most of the underpayments in small to medium sized restaurants, motels and hotels, and retail trade and service - industry establishments.

State Fair Opens Oct. 17 In Raleigh

The North Carolina State Fair will open its annual nine-day run in Raleigh Oct. 17 with a new crafts building and livestock pavilion, plus a third consecutive year of admission-free entertainment.

With the livestock being shown in the country's most up-to-date facility, the Fair will include more than 11,000 exhibits involving about 3,000 exhibitors from nearly all of the State's 100 counties.

Community Calendar

Compiled By
Raeford-Hoke Chamber of Commerce

Wednesday, October 15, 1975, Home Extension Annual Achievement Program will meet at the Civic Center at 12:00 Noon.

Thursday, October 16, 1975, Home Extension will have a program at 7:00 P.M. entitled "Winterize Your Home" at the new County Office Building.

The Kiwanis Club will meet at 6:30 P.M. at the Civic Center.

Monday, October 20, 1975, Raeford Junior Woman's Club will meet at 7:45 P.M. at the Civic Center.

Tuesday, October 21, 1975, there will be a "Carpet Care Demonstration" at 7:30 P.M. at the new County Office Building sponsored by the Home Extension Club.

This Is The Law

By Robert E. Lee
(Sponsored by The Lawyers
of
North Carolina)
TRANSFER OF CONTRACTS

During the early part of April, 1975, Ben Brown sold and delivered to Sam Smith 100 bushels of potatoes, which were warranted to be sound and of merchantable quality, for the sum of \$100. There was an oral promise to pay for the potatoes on June 1, 1975.

Ten days after the sale, Brown transferred or assigned his account receivable against Smith to Tom Tucker. Tucker paid to Brown \$90 for the \$100 obligation that Smith owed to Brown. Unknown to Tucker, 40 per cent of the potatoes delivered to Smith were rotten and wholly valueless. How much, if anything, may Tucker recover from Smith?

Tucker can recover from Smith only \$60. The account receivable which Tucker purchased is subject to Smith's defense of fraud or failure of consideration.

Since the contractual right which Tucker purchased is in the form of a non-negotiable contract, notwithstanding the fact that he paid \$90 for what he thought was a collectable \$100 contract claim and was himself innocent of the fact that 40 per cent of the potatoes were rotten, Tucker has acquired no better right against Smith than that which was possessed by Brown, his assignor.

In the above case, let us suppose that Smith had given to Brown a negotiable promissory note for \$100, payable on June 1, 1975, in payment of the potatoes. The note is sold before maturity to Tucker for \$90. If 40 per cent of the potatoes are

rotten, how much can Tucker recover from Smith?

If Tucker did not know that potatoes were rotten at the time he bought the negotiable promissory note from Brown, he may recover from Smith \$100.

A person who pays value in good faith for a negotiable instrument before its date of maturity acquires the same free from the personal defenses of prior parties, while the assignee of a non-negotiable contract acquires the same subject to the defenses of prior parties.

The following is an example of a valid negotiable instrument: "I promise to pay to the order of Ben Brown \$100 on June 1, 1977. (Signed) Sam Smith." If this word "order" had been omitted from the illustration, the instrument would be non-negotiable. A check is customarily written in the form of a negotiable instrument.



BINGO

CASH PRIZES

8 P.M. Wednesdays

Raeford Moose Lodge

Taxpayers Ask IRS

This column of questions and answers on federal tax matters is provided by the local office of the U.S. Internal Revenue Service and is published as a public service to taxpayers. The column answers questions most frequently asked by taxpayers.

Q. My wife and I are legally separated under a written separation agreement. The court decreed that I make weekly maintenance and child

support payments for an indefinite period. Are these payments deductible?

A. Child support payments are not deductible, but you should check IRS Publication 501, "Your Exemptions and Exemptions for Dependents," to see if you are entitled to claim the child as a dependent.

Payments under a written separation agreement are deductible as alimony only if they meet certain requirements. Since you and your wife are separated and you are making periodic payments, two of the requirements are satisfied. However, in order for the payments to be deductible, they must be made after the execution of the separation agreement. In addition, you and your wife may not file a joint return.

If all these requirements are satisfied, you may claim the payments as an itemized deduction on Schedule A of Form 1040. For further information see IRS Publication 504, "Income Tax Deductions for Alimony Payments."

Q. Can I deduct a \$75 campaign contribution I made to the recent political fund raising telethon?

A. You may deduct up to \$100 (\$200 on a joint return) for cash contributions to a national, state or local committee of a national political party, as long as the money is used to advance a candidate for elected office.

Cash contributions made directly to a candidate, campaign committee or newsletter fund during the year will qualify for the deduction if the candidates declare their candidacies by the end of the following calendar year. Again, the money must be used only to advance the campaign, nomination or election to public office.

You should have a written receipt or cancelled check to back up your claim, and itemize the deduction on Schedule A of Form 1040.

Instead of claiming a deduction, you have the option of using half your contribution as a direct credit against your tax. For further information see IRS Publication 585, "Voluntary Tax Methods to Help Finance Political Campaigns."

Q. I take daily doses of vitamins and iron supplements to avoid colds and other sicknesses. Is the cost of these pills deductible as a medical expense?

A. If you are taking the vitamins and iron supplements only to preserve your general health, and not on your doctor's prescription or recommendation, the cost does not qualify as a medical expense.

Library Sets Film Showings 15th

The movie version of "Future Shock" will be shown at the Hoke County Library Wednesday, Oct. 15, at 4:00 P.M. and Friday, Oct. 17 at 4:00 P.M.

The public is invited to see the 42 minute film based on the novel by Alvin Toffler.

Walter Coley and Mike Wood's Pharmacy Phlashes

Expectant mothers - How's your diet?

Are you making an effort to eat a nutritionally superior diet while you're pregnant? If not, you could be shortchanging your baby. From conception through pregnancy and breast feeding, your baby is dependent on you for nourishment. Also, fewer complications occur when you have a superior diet.

If you can recognize the shortcomings in your present diet, you can easily adapt to the added nutritional demands of pregnancy. To help you, we're offering a FREE "Expectant Mother's Guide," which includes a daily food plan and plenty of helpful information. Send a stamped, self-addressed envelope to our Clipping Service, c/o this store, Box 5051, Raleigh, N.C. 27607.

Safety First - Always follow both your physician's and your pharmacist's precise instructions.

Hoke Drug Co.
tel. 875-3720 Raeford

NOTICE

Dr. Riley M. Jordan who has recently undergone surgery at Duke University Hospital will be returning to his practice Thursday, October 16, 1975.

By Appointment



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