

In Equity No. 204 Notice Of Sale In the district court of the United States for the western district of South Carolina.

The Merchants and Farmers Bank of Spartanburg, as trustee under a mortgage made by the South Carolina Gas and Electric Company, dated August 1st, 1924, plaintiff, vs. The South Carolina Gas and Electric Company, the New York Trust Company, as trustee, and American Exchange Irving Trust Company, as trustee, defendants.

By virtue of a decree of foreclosure and sale made and entered on the 31st day of October, 1928, by the district court of the United States for the western district of South Carolina, in the above entitled cause, I, as special master appointed for such purpose by the said decree, will sell at public auction to the highest bidder, in accordance with the terms and conditions of said decree, at twelve o'clock noon on the 10th day of December, 1928, before the courthouse door at Spartanburg, South Carolina, the following described property, to-wit:

All and singular the property of the South Carolina Gas and Electric Company of every nature, real personal and mixed—railways, gas and electric plants, estates, incomes, rights, privileges, franchises, and franchises of every description—now owned, used or enjoyed by it, or to which it may be entitled, as well as law as in equity, and wherever situated; the said property including, without restricting the generality of the foregoing, (subject to the exceptions hereinafter noted) the premises, property, easements and rights owned by it lying, being and situate in the counties of Spartanburg and Cherokee, in the state of South Carolina, and in the county of Cleveland, in the state of North Carolina, described by separate lots and parcels in the certain mortgages or deeds of trust executed by the South Carolina Gas and Electric Company to The New York Trust Company, as trustee, dated September 15, 1922, to the American Exchange National Bank, as trustee, dated December 15, 1922, and to The General Finance Corporation, as trustee, dated August 1, 1924; duly recorded in the office of the register of Mesne Conveyances for Spartanburg county, South Carolina, in the office of the register of Mesne Conveyances for Cherokee county, South Carolina, in the office of the register of deeds of Cleveland county, North Carolina, and in the office of the secretary of state for the state of South Carolina. For full and particular description of the said premises and properties, so described by separate lots and parcels, reference is made to the said mortgage or deed of trust of The South Carolina Gas and Electric Company to The New York Trust Company, as trustee, dated September 15, 1922, and recorded in the office of the register of Mesne Conveyances for Spartanburg county, South Carolina, in real estate mortgage book 130, page 183, et seq., and in chattel mortgage book 70, at page 137, et seq., in the office of the register of Mesne Conveyances for Cherokee county, South Carolina, in real estate mortgage book 45, at page 73, et seq., and in chattel mortgage book 48, at page 78, et seq., in the office of the register of deeds for Cleveland county, North Carolina, in mortgage book 104, at page 548, et seq., and in the office of the secretary of state for the state of South Carolina under date of January 2, 1923; said mortgage or deed of trust is in evidence in the above entitled cause and a copy thereof on file therein as a part of the record, a description of the premises and properties hereinabove referred to and ordered to be sold being therein set forth in pages 8 to 36, inclusive, which description of said premises and properties, subject to the exceptions therein set out, is adopted as a part of the decree in said cause.

(Excepted from the properties embraced in the foregoing description are (1) A certain lot of land within the corporate limits of the City of Spartanburg, county of Spartanburg, State of South Carolina, described in releases executed to the South Carolina Gas and Electric Company by the New York Trust Company, as trustee, under date of March 24th, 1923, and by the American Exchange-Pacific National Bank, as trustee, under date of March 24th, 1923, and duly recorded in the office of register of Mesne Conveyances for Spartanburg county, State of South Carolina, to which releases reference is made in said decree for a more particular description; and (2) Two certain tracts of land situate in the County of Cleveland, in the State of North Carolina, released from the liens of the mortgages of The New York Trust Company, as trustee, of the American Exchange-Pacific National Bank, as trustee, and of The General Finance Corporation, as trustee, to which releases reference is made in the said decree for a full and particular description.)

Also, the properties and premises of the said South Carolina Gas and Electric Company in Cherokee county, South Carolina, which are described in certain supplemental indentures of the said South Carolina Gas and Electric Company to The New York Trust Company, as trustee, dated July 22nd, 1926, to The American Exchange-Pacific National Bank, as trustee, dated August 19th, 1926, and to The General Finance Corporation, as trustee, dated July 22nd, 1926, duly recorded in the office of register of Mesne Conveyances for Cherokee county, State of South Carolina; for a full description of which property reference is made to the said decree of sale.

It being the expressed intention of the said decree to include all tangible personal property of every character and wheresoever situated; all franchises, privileges, and easements; all contracts, agreements, leases, leasehold interests, licenses and other property rights of whatsoever character and wheresoever situated, and all estates, rights, title, interests, property, cash on hand,

chooses in action, claims and demands whatsoever owned by the Company or to which it may be entitled, in law and in equity, together with all and singular, the tenements, hereditaments, and appurtenances unto the said premises or property, or any part thereof belonging, or in any wise appertaining. For more particularly as to the property to be sold, reference is made to the said decree of foreclosure and sale.

Terms And Conditions Of Sale.

The said property shall be sold as an entirety. No bid shall be received from any person who shall not first deposit with the undersigned, as special master, a pledge that he will make good his bid in case of its acceptance, the sum of fifty thousand dollars (\$50,000.00) in money, or by certified check made or endorsed payable to the order of the undersigned as special master, upon any National Bank or Trust Company in the City of New York having a capital stock of not less than five hundred thousand dollars (\$500,000.00), or one hundred thousand dollars (\$100,000.00) par value of the bonds secured by the first mortgage of the said The South Carolina Gas and Electric Company to The New York Trust Company, as trustee, in bearer form, or accompanied by an assignment in blank, if registered; said deposit to be held and applied on account of the purchase price, or to be returned to the party making the deposit in the event his bid should not be accepted. No bid shall be accepted for the property ordered to be sold unless the same shall be at least equal to the sum of four million, two hundred thousand dollars (\$4,200,000.00). The purchaser may satisfy and make good any part of his bid not required to be paid in cash by turning in to be cancelled or credited, as provided in said decree, any bonds or coupons payable out of the proceeds of sale upon distribution thereof; and such purchaser shall be credited therefor on account of his bid with such sums as would be payable on such bonds and coupons out of the purchase price if the whole amount thereof had been paid in cash; provided, however, that such privilege shall not extend to the costs and expenses of the above entitled suit and of the sale made herein, to the expenses of administering the trusts imposed by the mortgages foreclosed in said suit, and such other purposes as the court may determine, but such purchaser shall pay in cash before receiving a deed to the property sold an amount sufficient to pay such expenses and costs, as same may be fixed and determined by the court. By the terms of said decree the purchaser, as part consideration, and in addition to the sum bid, for such property shall assume (a) the payment of any unpaid indebtedness for current operating expenses, (b) the performance of all valid outstanding executory contracts, (c) the discharge of all lawful and valid obligations imposed under the franchise of said South Carolina Gas and Electric Company in carrying on its public service business in the city of Spartanburg, (d) the payment of all outstanding claims for taxes or for torts, or for or on account of any other liability, which would constitute a lien upon the property and assets superior to the liens of the parties to the above entitled cause as therein established. For more particularly as to the terms and conditions of sale reference is made to the decree of foreclosure and sale in the above suit.

I. C. BLACKWOOD, Special Master. November 5th, 1928.

NOTICE OF SALE OF LAND Under and by virtue of an order of the Superior Court of Cleveland county, made in the special proceeding entitled L. H. Bumgardner, executor of the will of Henry Wheeler Bumgardner, deceased, and others vs. Edlieman Bumgardner, and others, the same being No. 11 upon the special proceeding docket of said court, the undersigned commissioner, on the 23rd day of November, 1928, at 12 o'clock noon, at the courthouse door in Shelby, N. C., offer for sale to the highest bidder. Terms one-half cash balance in one year; that certain tract of land lying and being in No. 11 Township, Cleveland county, N. C., adjoining the lands of Z. H. Bumgardner, John Downs and others, and more particularly described as follows:

BEGINNING on a stone, then East 62 poles to a post oak (now down); then South 86 poles to a stone in the center of the creek; thence with the old channel of the creek 12 poles to a stone in center of said channel; thence West to a stone, A. P. Bumgardner's old corner; thence West 100 poles to a stone pile in Joe Downs' line; then North 62 poles to a stone pile; hence East 48 poles to a stone; thence North 35 East 36 1-4 poles to the beginning, containing 56 acres, more or less.

This the 23rd day of October, 1928. L. H. BUMGARDNER, Commissioner.

666 Is A Prescription For Colds, Grippe, Flu, Dengue, Bilious Fever and Malaria. It is the most speedy remedy known

FOR JEWELRY Watches, Rings, Clocks and other gifts that you may desire, also for your Watch and Clock repairing call at the Morrison Jewelry Store Located Next to Haines Shoe Store. Phone 585. Shelby, N. C.

Behind the Scenes in Hollywood

By DOROTHY HERZOG

(Copyright 1928 Premier Syndicate)

Holly—Mrs. Ralph Inca (Lucilla Mendez), ordered Camembert cheese as a neat topper to a fulsome meal. It sent forth character and strong men tottered. Lou consumed the cheese and crackers with gusto, not to say nerve. The denuded tin foil emitted haunting hot odors.

"Boy," Ralph called to a bus boy. "Take this away." "For heavens' sake, hurry," Lou pleaded. "This is an emergency case."

A party. For June Collyer's mother and father. Charming people. Lina Basquette there. Her fiancé, Fev Morley, detained at the M. G. M. studio, shooting tests for Cecil deMille and "Dynamite" Charlie Rogers. Mr. and Mrs. Harry Collins. Walle MacDonald, Dick Grace, darddevil flyer and screen double. Others. We start a game of black-jack (the old dandy game of twenty-one) in opposition—not competition—with the bridge tables. We being Charlie, Dick, Beulah Livingstone, Lina Basquette and your scribe.

"First jack doles die kards," we agree. Lina emits a Sioux whoop as she receives the seven of hearts. "It's a seven," she cries and croons and gloats. Seven spells luck to her—and Pev. Those kids have it figured out that they met on the seventh day and all that sort of thing. Sevens are following Lina just now. She recently moved into a new apartment and the number was 216. She induced the management to change it to 217.

Anyway, 'twas a sweet blackjack game with new "suckers" coming in and give added zest to the game. If anybody chanced to be listening in he might have suspected a wild Hollywood party was going on behind that door. Hark to such shrieks as: "Hit me," "I'm good," "I better stand." "Pay me one and a half." Ah, mio, what a game—this blackjack.

Sylvia Fields is a successful New York actress who played in such hits as "Broadway," "The Royal



LINA BASQUETTE.

Family," et cetera. Fox signed her to a long term contract and Miss Fields and her husband came west. She has been here about three months, worked only a few weeks, and has felt better in her life there. Her husband, however, is delighted with Hollywood. He is a building contractor and finds business excellent. A successful stage trouper with an established name who abandons the stage for the talkies stakes the career she has spent so many years establishing against a staggering salary. And frequently finds herself lost in a maze of intricate production schedules that keeps her idling much too much for comfort's sake, for forgetting is easy. The time may come when stage folk will refuse motion pictures unless the offer hepture by picture. This seems to wearily wise film people the natural solution to a condition precipitated by the producers' heading stampede to sign up legit players regardless of immediate assignments.

HOW PRESIDENTIAL VOTE HAS GROWN SINCE 1900

Table showing the growth of the popular vote for President since 1900. Columns include Year and Total Vote.

Permit For Station.

Washington.—The court of appeals of the District of Columbia has issued an order permitting operation of station WGY, Schenectady, N. Y., on a 790 kilocycle channel, pending further determination by the court.

LOUIS C. ELLIS ARCHITECT 609 Commercial Bank Bldg. Jackson 845 CHARLOTTE, N. C.

Men So Nervous Gets Sore When Spoken To "It actually irritated me to have anyone talk to me. I was so nervous. Vinol ended this and I feel wonderful now."—Wm. Fahy. Vinol is a compound of iron, phosphates, cod liver peptone, etc. The very FIRST bottle makes you sleep better and have a BIG appetite. Nervous, easily tired people are surprised how QUICK the iron, phosphates, etc., give new life and pep. Vinol tastes delicious. Quinn's Drug Store.

LET ME QUOTE YOU PRICES ON BURGLARY HOLD-UP AND ROBBERY INSURANCE. CHAS. A. HOEY N. LaFayette St. Phone 658.

Pay City Taxes.

Announcement is made in the advertising columns of today's Star that the city tax books are now open—which is to say the new tax season is on. The city authorities are anxious to have the taxes paid promptly, and are requesting this notice to reinforce the statement made by the mayor and city tax collector.

NOTICE OF SERVICE OF SUMMONS BY PUBLICATION

North Carolina, Cleveland County, Number 6 Township. J. L. Parker, plaintiff, vs. L. J. Horton, defendant. The defendant L. J. Horton will take notice that an action entitled as above has been commenced before T. C. Eskridge, one of the Justices of the Peace of Cleveland county, North Carolina, to obtain judgment for the sum of \$89.55 against the defendant, said sum being due plaintiff by reason of defendant having purchased goods from plaintiff and failing to pay for same, and the said defendant will further take notice that he is required to appear at the office of T. C. Eskridge, Justice of the Peace of said county in the courthouse in Shelby, N. C., on the 23rd day of November, 1928, and answer the complaint of the plaintiff, or the plaintiff will apply to the court for the relief demanded in said complaint. T. C. Eskridge, one of the Justices of the Peace of Cleveland county, N. C. This 22nd day of October, 1928. M. R. Weathers, Atty.

IS YOUR SIGHT LEAVING YOU? Make sure of the real condition of your eyes by having them examined by an optometrist who not only makes the visual examination for glasses, but also supplies you with trustworthy information regarding the exact condition of your eyes. DR. D. M. MORRISON OPTOMETRIST Located Downstairs Next Haines Shoe Store.

Double Springs Community Items

Over \$100 Raised On Honor Day. Financial Report Gratifying. Personal Mention.

(Special to The Star.) Baptist honor day was observed in our church Sunday. The pastor Rev. J. W. Suttle preached an excellent sermon, his subject being, "The Exalted Christ." At the close of the service more than \$100 was contributed to help pay the debt now hanging on the mission board. Last Saturday night in conference Messrs. C. A. Bridges, Jessie Gillespie and W. W. Washburn were elected trustees of the church property.

The financial secretaries of the church report that the largest number contributed to the different objects of church that has any previous month. The number making a contribution being 172. Dr. H. C. Dixon, D. P. Washburn, and K. W. White, ex-soldiers attended the Armistice program at Shelby Saturday.

Miss Susan Brooks spent Saturday night with Miss Janie Greene. Mr. and Mrs. M. Brooks had as their dinner guests Sunday, Mr. and Mrs. Grady Brooks, Mr. and Mrs. Fred Grigg and son, and Mr. and Mrs. L. R. Hawkins and son, L. R. Jr.

We are glad to report Mrs. Ladd Jones improving some. Hope she soon recovers. Miss Vernie Brooks spent Sunday with Miss Etta Jones.

Dr. J. B. Davis, president of the Bowling Springs Junior college will speak at our church next Sunday afternoon. We hope all of our folks can come out to hear him. He is a very able man. Miss Bernice Lovelace visited Messes Susan and Lois Brooks Sunday.

Mr. Tyree Greene has been right sick. Hope he is very much better. Mr. and Mrs. J. M. Hamrick and son, Clyde, from Shelby, were visitors in our community Sunday.

Mr. Robert Falls spent the weekend with Dr. and Mrs. A. C. Edwards at Lawndale.

Mr. and Mrs. E. Y. Harrill visited Mrs. C. A. Hamrick Sunday. Mr. and Mrs. A. L. Calton and Miss Willoree visited at the home of Mr. and Mrs. W. A. Crowder Sunday afternoon.

Miss Marie Hamrick who works at Fallston spent the week-end with homefolks. She was accompanied by Miss Jolley.

Mr. and Mrs. Roland Hamrick of Shelby visited Mr. and Mrs. T. B. Hamrick Sunday.

Mr. John L. McSwain visited Mr. Tyree Greene Sunday. Mrs. Della Greene is visiting her son, Mr. S. W. Greene this week.

Mr. and Mrs. Bate Blanton and children visited Mr. and Mrs. Nash Magnus Sunday.

Miss Blanche Willis spent Saturday night with her sister Mrs. W. H. Gardner.

Mr. and Mrs. Truman Davis spent the day Sunday with Mr. and Mrs. W. S. Davis.

Miss Helen Cabaniss visited Miss Selma Davis Sunday. Mr. and Mrs. D. P. Washburn and son were visitors of Mr. and Mrs. F. R. Washburn Sunday.

Mr. and Mrs. W. H. Gardner had as their dinner guests Sunday Rev. J. W. Suttle, Mr. and Mrs. B. B. Moore and Miss Reba and Mr. and Mrs. C. B. Greene and daughter, Evelyn.

Mr. and Mrs. Floyd Greene are moving this week into the A. V. Washburn house recently vacated by Prof. V. C. Taylor.

Mr. and Mrs. W. W. Washburn and daughter, Annie Lee, visited Mr. and Mrs. F. Harrill Sunday.

We were glad to welcome Mrs. J. W. Suttle as a visitor at our church Sunday night. Mr. and Mrs. Harlie Wright and daughter and Mr. and Mrs. Jessie Bridges and children from Shelby were visitors in our community Sunday.

Mrs. D. G. Washburn at the Shelby hospital is doing as well as could be expected. Hope she soon recovers.

The Southern Livestock association holds its 17th annual meeting at State college, December 18, 19, and 20.

One hundred and twelve cars of fat hogs sold cooperatively by farmers of Beaufort county this year have returned the growers \$143,487.79.

I Am Able To See Farther By Using Eye Of Another

New York—When the bandages were removed from the right eye of Bert Ferguson last week in the Eye and Ear infirmary, No. 218 Second Avenue, he was able to discern objects ten feet farther away than in the last ten years. And he was using part of another man's eye, grafted on his own October 25. So far as known, according to the medical information bureau of the New York Academy of Medicine and the county medical association, it is the first time such an operation has attained such a degree of success.

"While the condition of the patient is satisfactory," says the bureau, "another two or three weeks must elapse before it is definitely known that the transplanted cornea has become firmly attached. Just now it would appear that the new cornea has adhered and if this growth of tissue continues, as at present, the unusual will have been accomplished and the patient's sight will be improved, if not wholly restored."

Beautiful Actress ... Countless Admirers

The secret of her blasted life told for the first time

"MAGDA, the saintly," her friends called her. For though this beautiful actress had countless admirers, she steadfastly refused to let the slightest suspicion of love or romance enter her life. Then something happened. The treacherous tongue of scandal linked her name in an ugly way with that of a man of great social prominence. For some strange reason Magda neither denied nor confirmed these rumors. The poison spread. One by one her friends deserted her. Even her youthful protegee, a young man in the cast whom she had encouraged and helped with all her strength, publicly denounced her as unfit for decent people to associate with. Had he known the truth he would have

cut out his tongue rather than breathe a word against her character. Then Magda's play suddenly closed. Crushed and in despair, she sought out the man responsible for her wrecked reputation, and threatened to expose him—to tell the world the truth. "I dare you to!" he snarled through evil lips. And Magda knew her fight had just begun. Until now, the sensational truth about the venomous scandal which blasted her life has remained securely locked in Magda's aching, grief-stricken heart. But now her story can be told. It is entitled "Beyond the Pale," and appears complete in December True Story Magazine.

December Out Now! True Story At All Newsstands—only 25c

Partial Contents for December The Forgotten Commandment The Wife Who Forgot About Love First in a Woman's Life My Husband's Strange Secret What I Can Never Forget—and nine other stories

"FRIENDS"

OUR BUSINESS HAS GROWN UNTIL IT IS NECESSARY FOR US TO HAVE MORE OFFICE SPACE, SO WE HAVE BOUGHT THE LIGON HOUSE AT 111 NORTH MORGAN STREET. WE WILL MOVE IN OUR NEW QUARTERS MONDAY NOVEMBER 12TH, AND WE WISH TO INVITE ALL OF OUR FRIENDS TO PAY US A VISIT WHENEVER CONVENIENT. YOU WILL FIND US ACROSS THE STREET FROM LITTON MOTOR COMPANY, DODGE DEALERS.

The Moore Agency, General Agents, Security Life And Trust Company