

State Library

# Jackson County Journal.

VOL. I NO. 7

SYLVA, N. C., APRIL 25, 1913

\$1.00 THE YEAR IN ADVANCE

## SYLVA TOWNSHIP ROAD BONDS SOLD

### Dillsboro and Cullowhee Negotiating With Bond Dealers.

Work of Surveying and Grading Will be Begun soon.

The Sylva Township Road Commissioners have sold \$30,000 worth of Sylva Township road bonds, the money to be used in building good roads in Sylva township.

The commissioners have made a deal by which they can get and use this money along as it is actually needed for the road construction.

Engineer J. D. Cingman, from the North Carolina State Roads Department has been here this week looking over the roads from Sylva to Cullowhee and from Addie to Dillsboro, and will be back in a week or ten days to assist in surveying and laying out these roads on the proper grades.

The Washington Roads Department is also sending Raymond B. Toms, senior engineer of Department of Roads at Washington, who will be here today and give instructions on building roads and perhaps will take charge of or at least part of the road building.

We print letter from Congressman Gudger on another page. Cullowhee and Dillsboro town-

ships are negotiating with the same capitalist for the sale of their road bonds, and will likely close a deal at once.

Mr. John Moody was in town yesterday and asked for a copy of our Road Law and said that River township was going to petition the county commissioners to allow their township to take advantage of this law and to build good roads in their township under the provisions of this law. This law provides as follows:

Section 20. That the provisions of this act shall apply in all their force and effect to any township in Jackson county not specially named herein upon petition signed by a majority of the qualified voters of such township, and the board of county commissioners of Jackson county shall upon receiving such petition, appoint a board of road trustees for such township aforesaid of not less than five members (not more than four shall be chosen from any one political party) who shall organize and proceed to carry out the provisions of this act as is provided for the townships named herein. Provided, that that the bond issue for any further township coming under the provisions of this act shall not exceed the sum of thirty thousand dollars.

So the prospects for some good roads in Jackson are looking good, with the exception of the fight that is being made to cut the 4 miles of bad road back to Webster that was taken off from the township and added to Sylva and Cullowhee, and thereby take from Sylva and Cullowhee, any jurisdiction of this stretch of road and in this way defeat the prospect of a good road from the railroad to the Cullowhee School.

We hope and believe our County Commissioners will be too broad minded and patriotic to lend their assistance to throwing blocks in the way of a movement for progress that means so much to the future growth and upbuilding of our county. We think it behooves every good citizen in the county to stand by any community that is proposing to spend its own money to benefit the whole county.

### ANSWER TO THE CHARGE

#### BEING FALSELY CIRCULATED THAT THE TOWN OF SYLVA DID NOT MEET ITS OBLIGATIONS ON BRIDGE

LIMITED.

In December 1905 it was necessary to have two small iron bridges built over Scott's Creek inside the corporate limits of the town of Sylva. The county commissioners would not agree to build these bridges unless the town of Sylva would agree to pay half the cost.

The contract was awarded to the Virginia Iron and Bridge Co. for \$1075. The town obligated itself direct to the bridge Co. for \$537.50, one-half the contract price, and paid the same direct to the bridge Co., as will be seen by affidavits and copies of records printed below.

AFFIDAVIT FROM A. E. BROWN, NOTARY PUBLIC, HAYWOOD COUNTY, N. C.

ALNEY E. BROWN being first duly sworn, deposes and says, that he is informed that it is reported in Jackson County that Sylva failed to pay its one-half of two certain bridges built within the corporate

This is a cut of the court house recently built at Marshall, Madison county, the construction of which cost \$26,000. Business men who have seen this building say that it is one of the best up-to-date court houses in the state. The floor space of this building covers more than half again as much ground than the present court house at Webster.

Mr. C. J. Harris has executed and filed with the clerk of the court a bond to construct a new court house agreeable with the specifications of the new court house at Marshall, and a new jail as good as the old one at Webster for a sum not exceeding \$30,000. Below we print a copy of the bond as filed. Also we print a statement signed by a majority of the building committee which explains itself. We are unable to reach the other three members of the committee in time for this issue of the JOURNAL. However we are assured that their names can be had if necessary, by the next issue of this paper.

#### Mr. Harris' Bond

In event the county-seat of Jackson county, N. C., is removed from Webster to Sylva, I agree to construct a new court house agreeable to the specifications of the new court house at Marshall (including vaults, heating arrangements, and wiring for electric lights if desired) and to construct a new jail as good as the old one at Webster, (cells from the old one to be used in the new one), for a sum not exceeding Thirty Thousand Dollars. This April 16th, 1913.

Witness:

C. J. HARRIS.

We agree that we will act as and become sureties to the performance of the above proposition by Mr. C. J. Harris. April 16th, 1913.

Witness:

J. B. ENSLEY  
M. BUCHANAN

C. C. COWAN  
E. L. MCKEE

limits of the town of Sylva. This amount was treasurer of the town of Sylva during a part of the 1900, and as such treasurer did, on the 11th day of January, 1906, pay one of the notes or installments amounting to \$268.75 principal to the treasurer of the Virginia Bridge and Iron Company, the builders of said bridges, and while this affiant soon thereafter went out of office, it is his information that the remainder of the town's one-half of the cost of said bridges was fully paid by it.

A. E. BROWN Sworn to and subscribed before me, the undersigned Notary Public for Haywood County, N. C., this the 18th day of March, 1913

My Commission expires February 15th, 1915.

Copy of note signed by town aldermen and marked paid through

Jackson County bank, December 31st, 1906:

\$268.75 Sylva, North Carolina Dec. 6, 1905 January 1st 1907 after date for value received, promise to pay to the order of Virginia Bridge and Iron Co. Two Hundred and Sixty-eight and 75-100 dollars. Negotiable and payable at Jackson County Bank, Sylva, North Carolina. The drawers and endorsers of this note severally waive presentment and notice of protest and guarantee its payment any time after maturity with interest at 6 per cent per annum from date.

No. 1. Due January 1, 1907. P. O. Sylva, N. C.

J. R. Love, Mayor, B. H. Cathey, W. O. Buchanan, A. E. Brown, B. C. Gindstaff Aldermen.

Other bills, receipt, etc., can be seen by applying to E. B. McDade city clerk.

COPY OF RECORD FROM REGISTER OF DEEDS OFFICE.

North Carolina, Jackson County. Commissioners meeting Jan. 1, 1906.

Members present: W. A. Henson, Ch., and J. H. Hunter.

Board met at 1 o'clock p. m. and proceeded to business.

Ordered by the Board that a claim be issued to the Virginia Bridge and Iron Co for \$268.75 for part payment on bridges at Sylva. Special Fund 1905.

Commissioners Meeting Feby, 8th, 1906.

Members present: W. A. Henson, Ch., J. H. Hunter and A. W. Davis.

The Board met at 9 o'clock a. m. and proceeded with the settlement of the tax collector, etc.

On motion of A. W. Davis and sustained, It is ordered, That the County Treasurer pay to the Virginia Bridge and Iron Co. \$270.45 for balance due said Company by Jackson county on two bridges across Scotts Creek at Sylva, this amount being payment in full, principal and interest, for one half the cost of said bridges to be paid by the county.

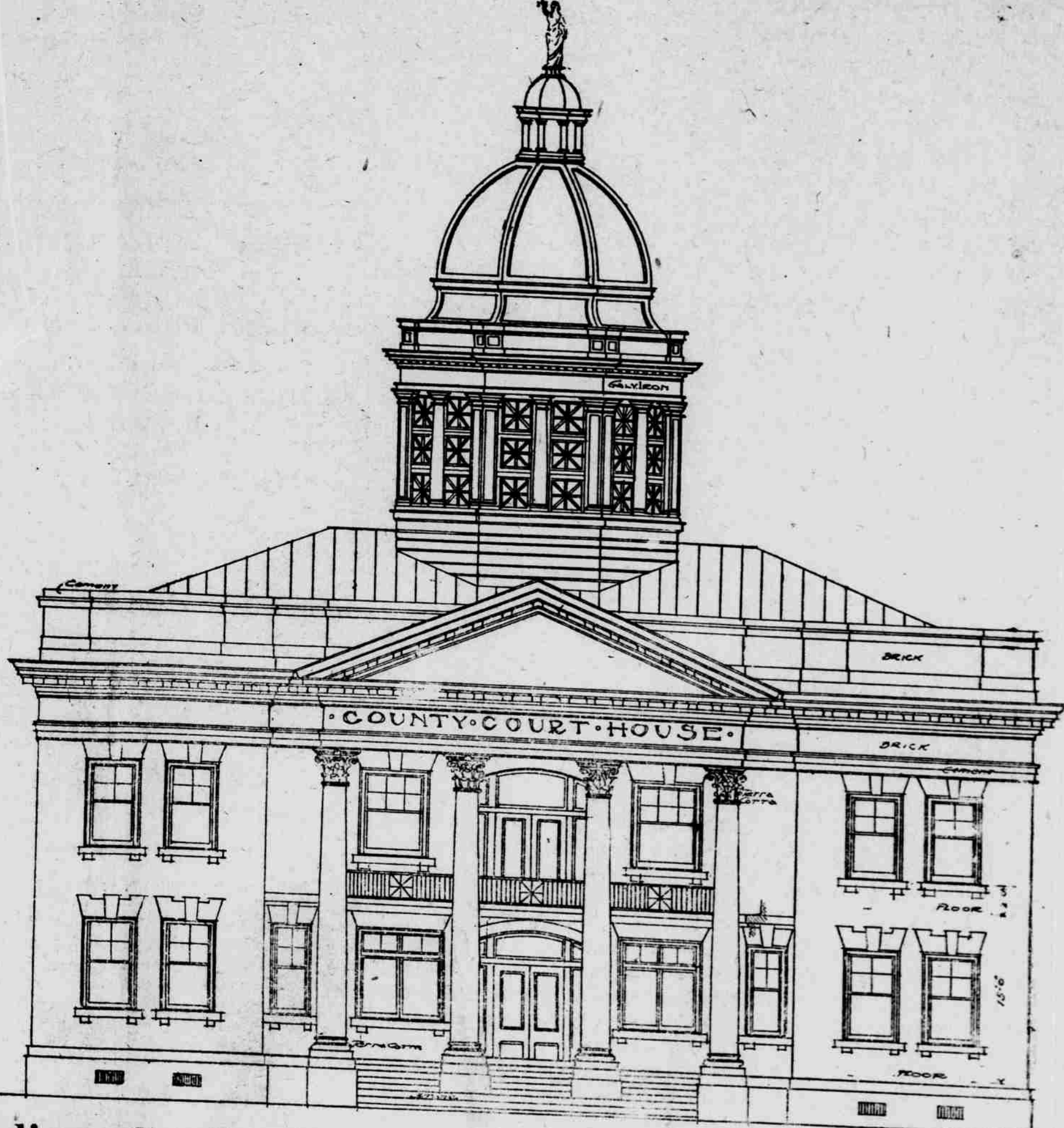
State of North Carolina, County of Jackson.

I John R. Jones, Register of Deeds in and for the County and State aforesaid, do hereby certify that the foregoing sheet contains a true and correct copy of Orders made by the Commissioners of Jackson County at the January and February Meetings in the year 1906, as the same appears on record in the Minutes of said Commissioners meetings on page 467 and page 479.

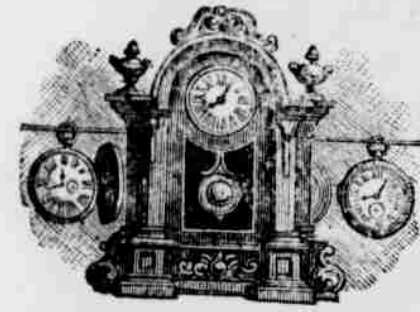
Given under my hand and official seal, this 7th day of March A. D. 1913.

JOHN R. JONES, Register of Deeds in and for the County of Jackson and State of N. C.

You will notice that Mr. A. W. Davis, Webster citizen, was at that time a member of the Board of Commissioners and made the motion to pay one-half the cost of these bridges, yet with this open record staring them in the face, it is being industriously circulated that Sylva never paid its part and that the county had to pay the whole amount. Voter do you think this is a proper fair way to fight a great public issue that concerns all the people of a county?



Madison Co. Court House which was recently built at a cost of \$26,000. Mr. Harris guarantees to duplicate this building at Sylva, for the same sum of money.



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COLEMAN C. COWAN,

Attorney and Counsellor at Law,  
WEBSTER, N. C.

DRS. MCGUIRE,  
DENTISTS.

Office: Pharmacy Building,  
SYLVA, N. C.

W. R. SHERRILL,

ATTORNEY AT LAW,  
Office in Court House,  
WEBSTER, N. C.

A good bridge was recently built at Webster and the town of Webster as a town was not asked to pay any thing on this bridge. The township of Sylva paid in round figures \$268.75 on this bridge. Why do they not pay something about this when they are talking bridges?