Answer of Defendants In Blanchard Case

(Continued from page one)

gage, and denies that he did any matter, fact, or thing in connection with the said bank for the purpose of obtaining a preference as in said Paragraph Nine alleged.

X

Answering Paragraph Ten, this defendant denies that he obtained a discharge of the mortgage note to defraud the creditors and avers that the facts of the transaction were easily ascertainable by the Receiver of the said bank if he were interested in obtaining the facts pertaining thereto. Further answering said paragraph, this defendant admits the execution of a deed on June 1st, A. D. 1933, but denies that the same was done in order to defraud creditors and denies that it was done for the purpose of defrauding the Peoples State Bank of Farmington, and avers that the said charge in said Paragraph Ten, and other like paragraphs in said Bill contained, are wholly false and groundless.

The other defendants in Paragrauh Ten, deny collectively and individually that so far as they, or any of them, are concerned, any fraud or intent to defraud or intention of being a party to any fraud in connection with the said transaction.

XI

Answering Paragraph Eleven, this defendant denies that the bank was insolvent, and denies that Paragraph Eleven contains a true and correct statement of the transaction, but avers on the contrary that the said plaintiff has wholly failed to state a cause of the transaction as hereinafter set forth in Paragraph 18 herein, to which reference is had for further answer to the mis-statements contained in Paragraph Eleven.

XII

Answering Paragraph Twelve, this defendant denies that said bank was insolvent on the 25th day of June, A. D. 1931, and whether the said bank is insolvent at tthe date hereof this defendant has no definite knowledge, and therefore leaves plaintiff to his proofs of each and every allegation in said paragraph contained.

XIII. XIV. XV. and XVI

Answering Paragraphs Thirteen. Fourteen. Fifteen. and Sixteen, these defendants deny each and every allegation therein contained.

XVII

These defendants admit the allegation contained in Paragraph Seventeen.

XVIII

This defendant, Ernest V. Blanchard, in answer for himself and other co-defendants to the said Bill of Complaint as a whole, shows unto the Court the following statement of facts concerning the matters set forth in the said Bill of Complaint.

(a) That this defendant is 53 years of age and has resided in the Township of Farmington of Farmington, County of Oakland, State of Michigan substantially all his life and has followed the work of a farmer all his life; that he was one of the original stockholders and directors of the Peoples State Bank of Farmington, and has been connected with said bank from the day of its organization until the bank closed; that the said bank was one of the two banks in the City of Farmington which has a population of about 1,200 people; that the officers and directors were farmers and merchants and professional men of the community.

Bond Committee

(b) That in the organization of the bank it was customary to have a Bond Committee, and that in the year1927 this defendant, Ernest V. Blanchard, was a member of the Bond committee; that sometime prior to the year 1927 the bank had made a purchase of certain bonds from a firm in Detroit and that the bonds had depreciated in value and the bank was apprehensive of sustaining substantial loss; that in the Spring of 1927 this defendant was interviewed by the Cashier of the Peoples State Bank of Farmington and the bond salesman from Detroit who had sold the bank the bonds in regard to working out a plan of disposing the bonds whereby the bank would not suffer any loss.

(c) It was the judgment of this defendant that the bonds should should absorb the loss at that time, which would be a substantial amount, but the bond salesman put forth a plan which he thought would protect the bank and also the directors or anyone who would join in the plan, but which required an investment of money. The plan was that one or more of the directors should purchase the equity in a certain premises, to-wit: Lot No. 761 of East Subdivision, more fully described in the said Bill of Complaint, reference being had to Paragraph Four of said Bill of Complaint for further description. This property was subject to a real estate mortgage held by the New York Life Insurance Company in approximately the sum of $5,100.00, and the premises had been sold upon a land contract.

(d) The plan required a substantial amount of money to obtain this property subject to the outstanding land contract, and that the bank should get cash for their bonds, and the bonds could be used as a payment on the purchase price of the property. By this plan the bank would receive payment in full for the bonds and the parties who advanced the cash were to deposit their notes in the bank for the amount of the moneys advanced to purchase the property subject to the mortgage and the outstanding land contract.

Two Take Property

(e) That Charles H. Ely, now deceased, and this defendant Ernest V. Blanchard, consented to lend their credit to the bank and to take the property, and the bank would accept their notes in order that the bank could not suffer any loss from these bonds.

(f) This defendant further shows unto the Court that at said time he gave his note in the sum of approximately $2,883.00 to the Peoples State Bank of Farmington, and Charles H. Ely at the same time did likewise give his note in the same sum to the Peoples State Bank of Farmington, and the bank in turn furnished the money to purchase the equity in the premises subject to the mortgage.

(g) That in January, 1931 the mortgage on said premises, then held by the New York Insurance Company, which mortgage was executed by the Detroit Land Contract Company, became due and payable and the assignee of the said mortgage early in the year 1931 insisted upon the payment of the mortgage and mortgage note, or said assignee of the mortgagee, to-wit: the New York Life Insurance Company, would renew the mortgage upon a payment of a service fee amounting to $100.00 and upwards.

(h) This defendant Ernest V. Blanchard, further shows unto the Court, that he took the matter up with the said Charles H. Ely, and they in turn took it up with the said Board of Directors of said bank, and it was agreed that they would try and save the $100.00 service fee by paying up the mortgage and have the said Charles H. Ely and this defendant, Ernest V. Blanchard, execute a new mortgage instead of the mortgage held by the New York Life Insurance Company. Accordingly it was arranged that the said mortgage executed by Cyrille Loosvelt and Bertha Loosvelt, his wife, to the Detroit Land Contract Company, dated the 19th day of January, A. D. 1926, and recorded in the office of the Register of Deeds for the County of Wayne in Liber 1658 of Mortgages, page 1164, and afterwards assigned by the Detroit Land Contract Company to the New York Life Insurance by assignment dated the 26th day of February 1926 and recorded in the office of the Register of Deeds for the County of Wayne on March 15th, 1926 in Liber 134 of Assignments of Mortgages, on page 78, should be paid by the Peoples State Bank of Farmington, and said bank did accept the mortgage note of Charles H. Ely and Gusta Ely, his wife, and this defendant, Ernest V. Blanchard, in its place and stead.

Gave Note To Bank

(i) That in accordance with the said agreement Charles H. Ely and Addie M. Ely, his wife, and this defendant, Ernest V. Blanchard, executed their joint and several note in the amount of $3,000.00, and executed and delivered to said bank a mortgage on the said premises in question as collateral security to the payment for the said joint and several note.

(j) That accordingly the New York Life Insurance Company did, on or about the 22nd day of January, A. D. 1931 discharge the mortgage so held by it upon the said land s in question, as will more fully appear by said discharge recorded in the office of the Register of Deeds for the County of Wayne, State of Michigan, under date of February 4th, 1931 in Liber 582 of Discharges of Mortgages on page 305, to which reference is had, and which discharge was returned to the Peoples State Bank of Farmington.

(k) That said Charles H. Ely became seriously ill, and in the early part of said illness Charles H. Ely and this defendant discussed the one or the other taking up the said mortgage note so executed by them jointly, and it was finally agreed that this defendant should assume the said mortgage, and accordingly this defendant then arranged with Evar P. Hedberg and Gusta Hedberg to purchase an interest in the said property and thereby this defendant sold them an interest in the said premises; that likewise this defendant's sister, Vera L. Blanchard, was the owner of the moneys represented by a certificate of deposit No. 3813 in the sum of $854.55, described in Paragraph Eight of said Bill of Complaint, and that she and the other defendants named purchased an interest in said property, and thereby this defendant took up the mortgage note so executed by Charles M. Eld, his wife, and by this defendant, Ernest V. Blanchard, and that at about said time Charles H. Ely died.

(l) This defendant further shows by the way of answer, that in November, 1931 the said Peoples State Bank of Farmington still had two notes one of Charles H. Ely, the deceased, and one of this defendant, which had occurred at the origin of the said transaction back in 1927 together with the land contract, and that the payments that had been made under the land contract were used from time to time in reducing the original notes so executed by Charles H. Ely and by this defendant, Ernest V. Blanchard; and that in November, 1931 the bank still had a note in the sum of $2,013.38 executed by Charles H. Ely, the deceased, and had another note in the same amount, which notes had been renewed from time to time from the beginning of the transaction, back in 1927.

Sold To V. Blanchard

(m) Defendant further shows unto the Court that the said bank had the note of Charles H. Ely for the above amount and the said Charles H. Ely had died in September before and that accordingly it was the desire of the bank to close out the entire matter, they arranged to sell and did sell the said notes to Volney Blanchard, the father of the defendant, Ernest V. Blanchard, and the said Volney Blanchard, the father of the defendant, purchased the said notes from the bank as will more fully appear from the files and records of said bank to which reference is had for greater certainity, and which said records are now in the possession and control of the said plaintiff.

(n) Defendant further shows unto the Court that under the foregoing arangement Charles H. Ely and Addie M. Ely, his wife, parted with all their right, title and interest to the said premises and the said bank had received payment in full for the bonds, and the real estate involved in the transaction belonged to the defendants in this case in accordance with the respective interests therein.

(o) Defendant, by way of further answer, shows unto the Court that in the meantime the purchaser in the land contract became and was in serious default under the terms thereof, and that the taxes accumulated against the property, and that it became in a dilapidated condition; and that the vendee finally surrendered his interest after having held possession hereof for a long period without payment under the contract and without payment of taxes or insurance and without keeping the premises in repair.

(p) This defendant further shows unto the Court that it was understood and agreed that the parties that advanced moneys, namely; the defendants, should have an interest in the property in accordance with the amount so advanced toward the purchase price.

"Suffered Loss"

(q) This defendant further shows unto the Court that in the original instance these defendants entered into the transaction solely for the purpose of working out a plan whereby the bank could be saved from the serious loss on the bonds, and that the bank did receive payment in full; that this defendant, Ernest V. Blanchard gave freely of his time and even incurred expense in looking after the property and endeavoring to save something out of the transaction, and that he has never received any compensation therefor, and that he has suffered a substantial loss by reason of the transaction as they are not able to realize from the property sufficient money to compensate the parties for their investment therein and that the bank has been the only one that has benefitted thereby.

XIX

Further answering said Bill of Complaint in its entirety, this defendant Ernest V. Blanchard, respectfully shows unto the Court that both this defendant and the said Charles H. Ely were vitally interested in the welfare of the said bank and they entered into the transaction solely for the bank's benefit, and it was understood and agreed that the said bank should finance them in their enterprise. Defendant further shows that there was no thought or intention at any time on the part of any of the officials of the bank, or of this defendant or the said Charles H. Ely and Addie M. Ely, his wife, to obtain any preference, advantage, or gain in any manner whatsoever over the rights of any other depositor, stockholder, officer or director.

WHEREFORE, these defendants say that the true nature of the entire transaction as is set forth herein, and further these defendants represent that the plaintiff has wholly failed to state a case entitling them to equitable relief, and ask that the said Bill of Complaint be dismissed with costs to these defendants to be taxed.

HUGE FIRE LOSS

Unless an abrupt change in weather conditions occurs within the next month, Michigan faces the prospect of a record of more than 100,000 acres destroyed during the season by forest fires.

While at the beginning of the month the number of burned over acres for the season did not exceed 50,000 acres, the state was facing what is ordinarily the worst hazard period.

According to Department of Conservation records, September and October have always shown many fires, even in years of high precipitation.

STATE OF MICHIGAN
In the Circuit Court for the County of Oakland in Chancery
VIA A. HUFFMAN, Plaintiff,
vs. No. 15075
JONAS TRAPAUGH, REUEL SHERMAN AND SALLY S. SHERMAN, his wife, LAURA GARDNER, JOSEPH M. SHOP, AND MRS. JOSEPH M. LOOP, THOMAS McGRAW AND SARAH McGRAW, his wife, ASA M. RANDOLPH AND DIANA H. RANDOLPH, his wife, JEREMIAH SESSIONS AND DORATHY SESSIONS his wife, ISAAC CARR, JAMES SESSIONS, JANE L. SESSIONS, his wife, WESLEY LOCKWOOD AND MARIA LOCKWOOD, his wife, NATHAN JOHNSTON AND HARRIET JOHNSTON his wife, MRS. SARAH NEWELL, WALTER W. ABBY AND LUCINDA ABBY, his wife, JOSEPH PERKINS AND CATHARINE PERKINS, his wife, JEREMIAH SESSIONS AND ELIZA SESSIONS, his wife, CATHERINE LEAVENWORTH, MARY L. MUNRO, or their unknown heirs, devisees, legatees and assigns,
Defendants.

ORDER OF PUBLICATION

At a session of said Court held at the Court House in the city of Pontiac in said County on the 20th day of June, A. D. 1933

Present: Honorable Glenn C. Gillespie, Circuit Judge.

On reading and filing the Bill of Complaint in said cause and the Affidavit of Bond & Wilson attached thereto, from which it satisfactorily appears to the Court that the defendants above named, or their unknown heirs, devisees, legatees and assigns, are proper and necessary parties defendant in the above entitled cause, and;

It further appearing that after diligent search and inquiry it cannot be ascertained, and it is not known whether or not said defendants are living or dead, or where any of them may reside if living, and if dead whether they have personal representatives or heirs living or where they or some of them may reside, and further that the present whereabouts of said defendants are unknown, and that the names of the persons who are included therein without being named, but who are embraced therein under the title of unknown heirs, devisees, legatees and assigns, cannot be ascertained after diligent inquiry.

On motion of Bond & Wilson, attorneys for plaintiff, it is ordered that said defendants and their unknown heirs, devisees, legatees and assigns, cause their appearance to be entered in this cause within three months from the date of this order, and in default thereof that said Bill of Complaint be taken as confessed by the said defendants, their unknown heirs, devisees, legatees and assigns.

It is further ordered that within twenty days plaintiff cause a copy of this order to be published in the Farmington Enterprise, a newspaper printed, published and circulated in said county, such publication to be continued therein once in each week for six weeks in succession.

GLENN C. GILLESPIE
Circuit Judge

Countersigned:
Lynn D. Allen
Clerk of Circuit Court.
By Edward Kremer, Deputy.

TAKE NOTICE, that this suit, in which the foregoing order was duly made, entered and is brought to quiet title to the following described piece or parcel of land situate and being in the Township of Farmington, County of Oakland, State of Michigan, described as follows, to-wit:

Part of the west ½ of the south west ¼ of Section 15, town 1 north range 9 east, Novi Township, Oakland County, Michigan, lying north of Grand River Road (so called) and more particularly described as follows: Beginning at the west ¼ corner of said Section 15; thence south 1° 37' 40" west 96.39 feet to a point in the center of Grand River Road (so called); thence south 70° 24' east 974.91 feet along the centerline of said Grand River Road (so called) to a point; thence north 1° 15' 40" east 530.62 feet to a point on the north and south 1/8 line of said southwest ¼ section 15; thence north 1° 15' 40" east 530.62 feet to the east and west ¼ section line or mid section 15; thence north 89° 12' west 1325.50 feet to the point or beginning, containing 17.1326 acres or land.

BOND & WILSON,
Attorneys for Plaintiff.
Business Address:
726-26 Ford Bldg.,
Detroit, Michigan.

A true copy.
Lynn D. Allen
County Clerk.
By Edward Kremer,
Deputy.

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Gerue & Lefurgy, Attorneys for Plaintiff, 41½ N. Saginaw St. Pontiac, Michigan.

STATE OF MICHIGAN
In the Circuit Court for the County of Oakland in Chancery
Eusebio Dimaya,
Plaintiff,
vs. No. D-2495
Margaret Dimaya,
Defendant.

ORDER OF APPEARANCE AND PUBLICATION

At a session of said Court held in the court House in the City of Pontiac, in said County on the 5th day of July, 1933.

PRESENT: Honorable Frank L. Covert, Circuit Judge.

It satisfactorily appearing to this Court by affidavit on file that the Defendant, Margaret Dimaya cannot be located, and her whereabouts are unknown, and that the Plaintiff is unable to ascertain in what City, County, State or Country in which the Defendant is residing or living at the date hereof.

IT IS ORDERED that the defendant, Margaret Dimaya, cause her appearance to be entered in this cause within three months from the date of this Order, and in case of her appearance that she cause her answer to the Plaintiff's Bill of Complaint to be filed, and a copy thereof to be served upon the Plaintiff's attorney within twenty (20) days after service on her of a copy of said bill and notice of this Order, and that in default thereof that said bill be taken as confessed by said defendant.

IT IS FURTHER ORDERED that within forty (40) days from the date hereof, the Plaintiff cause a notice of this Order to be published in the Farmington Enterprise, a newspaper printed, published and circulating in said County of Oakland and that such publication be continued once in each week for six weeks in succession, or that he cause a copy of this Order to be served personally on said defendant at least twenty days before the time above prescribed for her appearance.

IT IS FURTHER ORDERED that in the event said Order shall not have been personally served upon the defendant as above provided, then that the plaintiff cause a copy thereof to be mailed to the defendant at her last known post office address by registered mail, and a return receipt demanded therefore, at least twenty days before the time above prescribed for the appearance of such defendant.

FRANK L. COVERT
Circuit Judge.

GERUE & LEFURGY,
Attorneys for Plaintiff,
Business Address:
41½ N. Saginaw Street.
Pontiac, Michigan.

A true copy
Lynn D. Allen,
County Clerk.
By Maurice E. Finnegan,
Deputy.

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Gerue & Lefurgy, Attorneys, 41½ N. Saginaw Street, Pontiac, Mich.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage, made by FRANCIS D. GERMAN and NETTIE L. GERMAN, his wife, to The National Bank of Pontiac, dated the twenty-fourth (24) day of April, A. D. 1920, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the twenty-fourth day of April, A. D. 1925, in Liber 272 of Mortgages, on page 322, which said mortgage was assigned to Frank G. Ely, Trustee, on the twelfth (12) day of October, A. D. 1931, and recorded in the office of the Register of Deeds for the County of Oakland on the seventeenth (17) day of May A. D. 1930, in Liber 703 of Mortgages on pages 11-12, and further assigned to Lloyd C. Ely on the second day of June, A. D. 1930, and recorded in the office of the Register of Deeds for the county of Oakland on the ninth (9) day of May, A. D. 1932, in Liber 763 of Mortgages on pages 478-9 on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of Four Thousand Three Hundred Five and 54/100ths Dollars, ($4,305.54), and no suit or proceeding at law or in equity having been had or instituted to recover the debt secured by said mortgage, or any part thereof;

Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute in such case made and provided, NOTICE IS HEREBY GIVEN, that on Monday, the thirteenth (13) day of November, A. D. 1933, at eleven o'clock in the forenoon, Eastern Standard Time said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with 7 per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

Property situated in the City of Pontiac, County of Oakland, and State of Michigan, described as follows, to-wit: Lot numbered Seventy (70) Seminole Hills, being part of Sections 20 and 21.

Dated: August 14, 1933.

FRANCIS D. POOLE,
Assignee.

GERUE & LEFURGY,
Attorneys for Assignee,
Business Address:
41½ N. Saginaw Street,
Pontiac, Michigan.

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A. W. Semuliner, Attorney, 2003 Dime Bank Building, Detroit, Michigan.

DEFAULT HAVING BEEN MADE in the conditions of a certain mortgage made by DAN LEWIS and MARY GOLDEN LEWIS, his wife, of Royal Oak Park, Township of Royal Oak, County of Oakland and State of Michigan, mortgagors, dated the 15th day of November, A. D. 1928, to the NORTHWESTERN STATE BANK, a corporation organized under the general banking laws of the State of Michigan, mortgagee, which said mortgage is dated the 18th day of July, 1928, and was on the 19th day of July, 1928, in the office of the Register of Deeds for Oakland County and State aforesaid, in Liber 523 of Mortgages on page 492, and the said Northwestern State Bank having thereafter been duly appointed receivership by virtue of those certain proceedings pending in the Circuit Court for the County of Wayne, being No. 208,761 of the files and records of the Wayne County Clerk, and Orrell Wallace having been appointed therein on the 29th day of December, 1932, permanent Receiver of the said Northwestern State Bank, a Michigan banking corporation, and the said default in said mortgage having arisen by virtue of the non-payment of the entire principal balance due and payable under the said mortgage on the 18th day of July, 1933, together with interest due and payable under the said mortgage, and there being claimed to be due on the said mortgage at the date of this notice for principal, interest and extension of abstract, a total sum of THREE THOUSAND SEVEN HUNDRED DOLLARS AND TWENTY CENTS ($3,012.20) over and above all legal set-offs and counter claims, and no suit or proceedings at law or in equity having been instituted to recover the debts secured by the said mortgage or any part thereof; NOW, THEREFORE, by virtue of the power of sale contained in the said mortgage, and pursuant to the statutes in such case made and provided, NOTICE IS HEREBY GIVEN that on **Wednesday, the 15th day of November, 1933,** at 12:00 o'clock noon, Eastern Standard Time, the undersigned will sell at public auction to the highest bidder, at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, State of Michigan, that being the place where the Circuit Court for the County of Oakland is held, the premises described in said mortgage, or so much thereof as may be necessary to realize the aforesaid amounts due on the said mortgage, with said interest thereon and all legal charges, costs and expenses, including Attorneys' fees allowed by law, which said premises are situated in the Township of Royal Oak, County of Oakland and State of Michigan, and described as follows, to-wit:

Lot 475 Orchard Park Subdivision of part of Nine Oakland Subdivision No. 1 of the West¼ of North West ¼ of Section 36, Town 1 North Range 11 East, according to the Plat thereof as recorded in Liber 29 of Plats on page 13, Oakland County, Michigan.

Dated at Detroit, Michigan, this 18th day of August, 1933.

NEWELL B. WALLACE, Receiver,
NORTHWESTERN STATE BANK,
A Michigan banking corporation,
Mortgagee.

A. W. SEMPLINER,
Attorney.
2003 Dime Bank Building,
Detroit, Michigan.

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NOTICE OF PUBLIC SALE OF REAL ESTATE SITUATED IN OAKLAND COUNTY, MICHIGAN

PURSUANT to an order granted by the Probate Court for Wayne County, Michigan, on the 15th day of December, 1932, in the matter of the Estate of HENRY N. WEINSTEIN, deceased, the undersigned, RAE S. WEINSTEIN, SAUL SAULSON and ELCONAN H. SAULSON, as Executors of the estate of the said deceased, will at public auction to the highest bidder, subject to confirmation by the Probate Court, all of the following described real estate situated in the County of Oakland and State of Michigan, known and described as:

Parcel No. One

Lot 122 Adolph Slomanski Blvd. Sub. of part of the S. E. ¼ of Section 34, T. 1 N. R. 11 East, Royal Oak Township, Oakland County, Michigan.

Parcel No. Two

Lots 311 and 318 Lienbach-Humphrey's Woodward Avenue Sub. of part of the Northeast ¼ of Section 31, T. 2 N. R. 11 East, Troy Township, Oakland County, Michigan.

Parcel No. Three:

Lot 374 of Grand River Crest Sub. No. 1 part of the West ½ of Sec. 31, Southfield Township, Oakland County.

The sale will be held on the said premises described above as Parcel No. One on the 19th day of October, 1933, at 10 o'clock in the forenoon, on the said premises described above as Parcel No. Two on the 19th day of October, 1933 at 11 o'clock in the forenoon; and on the said premises described above as Parcel No. Three on the 19th day of October, 1933, at 12 o'clock at noon. Each lot will be offered for sale separately.

Dated: Detroit, Michigan, on the 16th day of August, 1933.

RAE S. WEINSTEIN, SAUL SAULSON, ELCONAN H. SAULSON, Executors of the Estate of Henry Weinstein, deceased.

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STATE OF MICHIGAN
In The Circuit Court For The County of Oakland, In Chancery.
WILLIAM C. DICKINSON,
Plaintiff,
vs.
MYRTLE V. DICKINSON,
Defendant.

At a session of said Court held in the Court House in the City of Pontiac, said County and State, on the 22nd day of July, A. D. 1933.

Present: Glenn C. Gillespie,
Circuit Judge.

It appearing from affidavit on file that the defendant Myrtle V. Dickinson is not a resident of this State but resides at Santa Ana, California. It is ordered that the said Dickinson appear and answer the Bill of Complaint filed in this cause within three months from the date of this order or said Bill will be taken as confessed against her.

It is further ordered that a copy of this order be published according to law in the Farmington Enterprise and also that a copy of this order be sent by registered mail to said defendant at her last known address: Santa Ana, California.

GLENN C. GILLESPIE,
Circuit Judge.

A true copy
Lynn D. Allen
County Clerk.
By Lois Butler,
Deputy.

L. H. Hubbard,
Attorney for Plaintiff,
53½ Bagley Street,
Pontiac, Michigan.

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Laurence A. Price and A. W. Sempliner, Attorneys for Mortgagee; 3633 Barlum Tower, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Dan Lewis and Mary Gordon Lewis, his wife, of Hazel Park, Township of Royal Oak, County of Oakland, Michigan, to the Northwestern State Bank, a corporation organized under the General Banking Law of the State of Michigan, Mortgagee, dated the 26th day of October, A. D. 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 29th day of October, A. D. 1928, in Liber 552 of Mortgages, on page 512-15, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of THREE THOUSAND ONE HUNDRED NINETY SIX DOLLARS AND TWO CENTS ($3,196.02), and no suit or proceeding at law or in equity having been had or instituted to recover the debt secured by said mortgage, or any part thereof;

Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute in such case made and provided, NOTICE IS HEREBY GIVEN, that on Tuesday, the 24th day of October, A. D. 1933, at 12 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage as aforesaid, with 7 per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

The lands, premises and property situated in the Township of Royal Oak, County of Oakland and State of Michigan, described as follows, to-wit: Lot 105 Nine Oakland Subdivision part of East ¼ of Northeast ¼ of Section 35, Town 1 North Range 11 East, plat recorded in Liber 12 Page 27 of Plats, Oakland County, Michigan records.

Dated: July 31st, 1933.

NEWELL B. WALLACE, Receiver, The Northwestern State Bank,
Mortgagee.

LAURENCE A. PRICE and A. W. SEMPLINER,
Attorneys for Mortgagee;
Business Address:
3633 Barlum Tower,
Detroit, Michigan.

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Milton F. Cooney, Attorney, 702 Pontiac Bank Building, Pontiac, Michigan.

STATE OF MICHIGAN
In the Circuit Court for the County Of Oakland in Chancery
RONDO B. SCULLEY,
Plaintiff,
vs. No. D3471
JANE M. SCULLEY,
Defendant.

ORDER OF APPEARANCE AND PUBLICATION

At a session of said Court held in the Court House in the City of Pontiac in said county on the 27th day of June, 1933.

Present: Honorable Glenn C. Gillespie, Circuit Judge.

It satisfactorily appearing to this Court by affidavit on file that the Defendant, Jane M. Sculley, cannot be located, and her whereabouts are unknown, and that the Plaintiff is unable to ascertain in what City, County, State or Country in which the Defendant is residing or living at the date hereof.

IT IS ORDERED that the defendant, Jane M. Sculley, cause her appearance to be entered in this cause within three months from the date of this Order, and in case of her appearance that she cause her answer to the Plaintiff's Bill of Complaint to be filed, and a copy thereof to be served upon the Plaintiff's attorney within twenty (20) days after service on her of a copy of said bill and notice of this Order, and that in default thereof that said bill be taken as confessed by said defendant.

IT IS FURTHER ORDERED that within forty days from the date hereof, the plaintiff cause a notice of this Order to be published in the Farmington Enterprise, a newspaper printed, published and circulating in said County of Oakland and that such publication be continued once in each week for six weeks in succession, or that he cause a copy of this Order to be served personally on said defendant at least twenty days before the time above prescribed for her appearance.

IT IS FURTHER ORDERED that in the event said Order shall not have been personally served upon the defendant as above provided, then that the plaintiff cause a copy thereof to be mailed to the defendant at her last known post office address by registered mail, and a return receipt demanded therefore, at least twenty days before the time above prescribed for the appearance of such defendant.

GLENN C. GILLESPIE
Circuit Judge.

Milton F. Cooney,
Attorney for Plaintiff,
702 Pontiac Bank Building,
Pontiac, Michigan.

A True Copy
Lynn D. Allen
County Clerk.
By Esther Meldrum,
Deputy.