Wanton Killing Had No Part in Military Code

Told by Maj. Gen. John A. Lejeune, commander of the Second division, United States marine corps, during the World war—in "The Reminiscences of a Marine:"

"It was interesting to watch the great care with which the French poilus instructed the relieving American soldiers. They explained every detail of duty with the utmost precision, including their own unwritten code. The opposing German troops were old reservists, as were many of the French r that quiet sector. They had faced each other for months and had learned to recognize each other across the narrow 'No Man's Land' which separated them.

"I was told that the morning after the Americans had gone into line a German soldier climbed up out of his trench and sat on the parapet in full view while he cleaned the equipment of the officer for whom he was probably the orderly. An American soldier promptly brought his piece to aim and was about to fire when his French comrade knocked it away, saying excitedly:

"'Do not shoot! He sits there every morning to get the air and to feel the sunshine. To kill him would be murder, not war.'"—Kansas City Star.

Earthly Discords Laid to Malevolent Goddess

Discordia in Greek legend was a malevolent deity, daughter of Nox, and sister to Nemesis, the Parcae and Death. She was driven from heaven by Jupiter, because she was there the cause of continual quarrels. When the nuptials of Peleus and Thetis were celebrated, this goddess was not invited; and the neglect so irritated her that she threw an apple into the midst of the gods, with the inscription of "Detur pulchriori" —"Let it be given to the most beautiful." This apple—the apple of discord—was the cause of the ruin of Troy and of great misfortunes to the Greeks. Discordia is represented with a ghastly look, and torn garment. Her head is usually entwined with serpents, and she is attended by Bellona. She was supposed to be the cause of all the dissensions which arise upon earth, public as well as private.

Strategy

Yes, the pupils in this schoolroom were responding very well to questions of the teacher, thought the visitor, particularly one small boy who snapped his fingers vigorously and loudly as each question was asked. The teacher admonished him several times: "Charles, if you don't stop snapping your fingers, I won't call on you."

At the close of the period, the visitor approached the enthusiastic young pupil and asked him why he had snapped his fingers so often.

"Aw," replied the boy. "I'm on to her," referring to the teacher, "When I don't know my lesson, I snap my fingers. She thinks I do, but she won't call on me because I snap my fingers. And I get a good grade for knowing the lesson."

Sleeve Buttons

No one can say definitely how the custom of wearing sleeve buttons originated, though it probably had some practical purpose at first. They may have been used to fasten the turned-up cuffs when these were rolled up for protection. There is another tradition that Frederick the Great put buttons on the sleeves of his soldiers' uniforms to prevent his men from soiling the sleeves in wiping the perspiration from their faces. The buttons were first placed on the upper side of the sleeve, but as they became part of the accepted style their position was shifted to the lower side.

Domesticity at Large

In one of the night clubs last week a gentleman and a lady were quietly supping when another lady entered, strode up to the man, fixed her eye on him coldly, and said: "I may be your wife, but—" and, picking up the tomato bisque before him, poured it over his shirt-front. We report this rowdy incident only to call the attention of the Humanists to the masterful way in which the head waiter met the emergency. With suave reproach he admonished the wife: "Madame, the place for that is in the home."—The New Yorker.

Making It Perpetual

Mother had been coaching her young daughter to say "Pardon me, please!" when passing before her elders. The youngster had been racing back and forth in front of some guests, in fact did it so frequently that she grew tired of parading her politeness. Finally she forgot to say "Pardon me, please!" and her mother reproached her.

Little Miss Polite suddenly halted, turned to the guests and said:

"Excuse me indefinitely. Mother is getting displeased!"

What?

Two persons of rather ample proportions were overheard talking on the street car. They were apparently brother and sister and when they entered the car the man immediately took the only seat, leaving the woman to stand.

"Gentlemen always let ladies sit down!" said the woman.

"Well," retorted her companion, "What's that got to do with us?"

210

STATE OF MICHIGAN

In the Probate Court for the County of Oakland.

At a session of said Court, held at the Probate Office in the City of Pontiac, in said County, on the 25th day of June A. D. 1931.

Present: Hon. Dan A. McGaffey, Judge of Probate.

In the Matter of the Estate of MAY EISENLORD Deceased.

Howard G. Eisenlord, administrator of said estate, having filed in said court a petition praying that the time for the presentation of claims against said estate be limited and that a time and place be appointed to receive, examine and adjust all claims and demands against said deceased by and before said court.

It is Ordered, that four months from this date be allowed for creditors to present claims against said estate.

It is Further ordered, that the second day of November 1931 at nine o'clock in the forenoon, at said probate office, be and is hereby appointed for the examination and adjustment of all claims against said deceased.

DAN A. McGAFFEY
Judge of Probate

A true copy
Florence Doty,
Deputy Probate Register

July 2, 9, 16

211

STATE OF MICHIGAN

In the Probate Court for the County of Oakland.

At a session of said Court, held at the Probate Office in the City of Pontiac, in said County on the 25th day of June A. D. 1931.

Present: Hon. Dan A. McGaffey, Judge of Probate.

In the Matter of the Estate of JULIANN H. EISENLORD Deceased.

Howard G. Eisenlord, administrator of said estate, having filed in said court a petition praying that the time for the presentation of claims against said estate be limited and that a time and place be appointed to receive, examine and adjust all claims and demands against said deceased by and before said court.

It is Ordered, that four months from this date be allowed for creditors to present claims against said estate.

It is Further Ordered, that the second day of November 1931 at nine o'clock in the forenoon, at said probate office, be and is hereby appointed for the examination and adjustment of all claims against said deceased.

DAN A. McGAFFEY
Judge of Probate

A true copy
Florence Doty,
Deputy Probate Register

July 2, 9, 16

212

Schulte & Pare, Attorneys for Mortgagee; Peoples State Bank Building Farmington, Michigan. Phone 106.

MORTGAGE SALE—Default having been made in the terms and conditions of a certain mortgage made by Josephus J. Templeton and Grace Templeton, his wife, mortgagors, to Elias S. DeGarmo, mortgagee, bearing date the eighth day of December, 1930 and recorded in the Office of the Register of Deeds for the County of Oakland, and State of Michigan, on the 2nd day of March, 1931, in liber 668 of mortgages, page 123-6, which mortgage contains a power of sale.

There is claimed to be due and unpaid on said mortgage at the date of this notice, for principal, and interest the sum of Eight Hundred Ninety two and 41-100 ($892.41) dollars. No suit or proceeding at law or in equity has 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 in said mortgage, contained, and pursuant to the statute of the State of Michigan in such case made and provided, Notice Is Hereby Given that on Monday, the 5th day of October A. D. 1931 at twelve o'clock noon (Eastern Standard Time) said mortgage will be foreclosed by a sale at public auction to the highest bidder, at the Easterly or Saginaw Street Entrance to the County Building 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 interest thereon, and all legal costs, charges and expenses thereon, including the attorney fees allowed by law, which said premises are described as follows: The parcel of land situated in the Village of New Hudson, County of Oakland and State of Michigan, described as: commencing four (4) feet and two (2) inches West of the Northwest corner of store formerly owned by Isadore Covert, running thence Northerly twelve (12) feet; thence Easterly three (3) rods and thirteen (13) feet and one (1) inch; thence Southwesterly six (6) rods and fourteen (14) feet; thence Westerly three (3) rods and thirteen (13) feet and one (1) inch; thence Northerly to the place of beginning:: containing one (1) eighth (8th) of an acre, more or less and situated on section three (3) Township one (1) North, Range seven (7) East, together with the hereditaments and appurtenances thereof.

Dated: Farmington, Michigan, July 9, 1931.

ELIAS S. DE GARMO

SCHULTE & PARE
Attorneys for Mortgagee,
Peoples State Bank Building,
Farmington, Michigan
Phone: 106.

July 9, - Oct. 1

206

Pelton & McGee, Attorneys For Mortgagee, Peoples State Bank Building, Pontiac, Mich.

MORTGAGE SALE—Default having been made for more than thirty days in the conditions of a certain mortgage made by Benno Geo. Kreuter and Rose Kreuter, his wife, to The Farmington State Savings Bank, a state banking corporation of Farmington, Michigan, dated the 2nd day of June 1928 and recorded the 6th day of June 1928 in the office of the Register of Deeds for the County of Oakland in Liber 527 of mortgages on pages 503 to 506, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of $1523.04, and by reason of such default mortgagee having elected to declare the whole of the principal sum of said mortgage due, and no suit or proceeding at law, or in equity, having been instituted to recover said sum, or any part thereof secured by said mortgage. 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 said mortgage will be foreclosed by a sale at public vendue on the 26th day of September A. D. 1931 at ten o'clock in the forenoon, Eastern standard time, at the easterly entrance to the Court House in the City of Pontiac, Michigan, that being the place of holding the Circuit Court within said county, of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage, together with interest and all legal costs allowed by law, and provided for in said mortgage, including attorney fees, said premises being situated in the Township of Commerce, Oakland County, Michigan, and described as follows:

Lot No. 34 of Philipski's Walled Lake Subdivision, part of the east half of the southwest quarter of Section 34, Town 2 North, Range 8 East, according to the plat thereof recorded in Liber 28 of plats, page 12, Oakland County Register of Deeds office.

Dated: June 22, 1931.
THE FARMINGTON STATE SAVINGS BANK, Mortgagee.
Pelton & McGee
Attorneys for Mortgagee
Business Address
Peoples State Bank Bldg.
Pontiac, Michigan.

June 25 - Sept. 17

204

Pelton & McGee, Attorneys For Mortgagee, Peoples State Bank Building, Pontiac, Mich.

MORTGAGE SALE—Default having been made for more than thirty days in the conditions of a certain mortgage made by William M. Shaw and Hazel B. Shaw, his wife, to The Farmington State Savings Bank, a state banking corporation of Farmington, Michigan, dated June 11th, 1927 and recorded June 14, 1927 in the office of the Register of Deeds for the County of Oakland in Liber 479 of mortgages on pages 343 to 346, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of $5168.78, and by reason of such default mortgagee having elected to declare the whole of the principal sum of said mortgage due, and no suit or proceeding at law, or in equity, having been instituted to recover said sum, or any part thereof secured by said mortgage. 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 said mortgage will be foreclosed by a sale at public vendue on the 22nd day of August A. D. 1931, at ten o'clock in the forenoon, Eastern standard time, at the easterly entrance to the Court House in the City of Pontiac, Michigan, that being the place of holding the Circuit Court within said county, of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage, together with interest and all legal costs allowed by law, and provided for in said mortgage, including attorney fees, said premises being situated in the Township of Farmington, County of Oakland, State of Michigan, and described as follows, towit:

Lot No. 3 of the William Shaw Subdivision of part of west half of west half of southeast quarter of Section 36, Township—range 9 east, Farmington.

Dated: May 14, 1931.
THE FARMINGTON STATE SAVINGS BANK, Mortgagee.
Pelton & McGee
Attorneys for Mortgagee
Business Address
Peoples State Bank Bldg.
Pontiac, Michigan.

May 21-Aug. 13

205

Pelton & McGee, Attorneys For Mortgagee, Peoples State Bank Building, Pontiac, Mich.

MORTGAGE SALE—Default having been made for more than thirty days in the conditions of a certain mortgage made by Benno G. Kreuter and Rose Kreuter, his wife to The Farmington State Savings Bank, a corporation organized under the banking laws of the State of Michigan of Farmington, Michigan, dated the 5th day of May 1922 and recorded the 8th day of May 1922 in the office of the Register of Deeds for the County of Oakland in Liber 134, part 2 of mortgages on page 466, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of $4020.15, and by reason of such default mortgagee having elected to declare the whole of the principal sum of said mortgage due, and no suit or proceeding at law, or in equity, having been instituted to recover said sum, or any part thereof secured by said mortgage. 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 said mortgage will be foreclosed by a sale at public vendue on the 29th day of August A. D. 1931, at ten o'clock in the forenoon, Eastern standard time, at the easterly entrance to the Court House in the City of Pontiac, Michigan, that being the place of holding the Circuit Court within said county, of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage, together with interest and all legal costs allowed by law, and provided for in said mortgage, including attorney fees, said premises being situated in the Township of Commerce, Oakland County, Michigan, and described as follows, towit:

Lot 36 of Philipski's Walled Lake Subdivision, part of the east half of the southwest quarter of Section 34, Town 2 North, Range 8 east, according to plat thereof recorded in Liber 28 of plats, page 12, Oakland County Register of Deeds office.

Dated: May 14, 1931.
THE FARMINGTON STATE SAVINGS BANK, Mortgagee.
Pelton & McGee
Attorneys for Mortgagee
Business Address
Peoples State Bank Bldg.
Pontiac, Michigan.

May 21-Aug. 13

203

Pelton & McGee, Attorneys For Mortgagee, Peoples State Bank Building, Pontiac, Mich.

MORTGAGE SALE—Default having been made for more than thirty days in the conditions of a certain mortgage made by Benno G. Kreuter and Rose Kreuter, his wife, to The Farmington State Savings Bank, a State Banking corporation of Farmington, Michigan, dated the 28th day of July 1928 and recorded the 4th day of August 1928, in the office of the Register of Deeds for the County of Oakland in Liber 535 of mrotgages on pages 447 to 450, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of $2239.69, and by reason of such default mortgagee having elected to declare the whole of the principal sum of said mortgage due, and no suit or proceeding at law, or in equity, having been instituted to recover said sum, or any part thereof secured by said mortgage. 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 said mortgage will be foreclosed by a sale at public vendue on the 22nd day of August A. D. 1931, at ten o'clock in the forenoon, Eastern standard time, at the easterly entrance to the Court House in the City of Pontiac, Michigan, that being the place of holding the Circuit Court within said county, of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage, together with interest and all legal costs allowed by law, and provided for in said mortgage, including attorney fees, said premises being situated in the Township of Commerce, Oakland County, Michigan, and described as follows, towit:

Lot No. 36 of Philipski's Walled Lake Subdivision, part of the east half of the southwest quarter of Section 34, Town 2 North, Range 8 East, according to plat thereof recorded in Liber 28 of plats, page 12, Oakland County Register of Deeds office.

Dated: May 14, 1931.
THE FARMINGTON STATE SAVINGS BANK, Mortgagee.
Pelton & McGee
Attorneys for Mortgagee
Business Address
Peoples State Bank Bldg.
Pontiac, Michigan.

May 21-Aug. 13

FIRST INSERTION

Hardy Pagels, Attorney, 1413 Ford Bldg., Detroit, Mich.

Forfeiture of land Contract Notice

To ELIZABETH KUNKLE, one of the Assignees of John P. Schweizer and Anna Schweizer, his wife: You, Elizabeth Kunkle, are hereby notified that a certain land contract bearing date of 2nd day of October, 1927, by and between Charles H. Gilmer and Maude Gilmer, his wife, of the first part, and John P. Schweizer and Anna Schweizer, his wife, of the second part, is in default by reason of the non-payment of the installments of the principal and interest due thereunder, and you, Elizabeth Kunkle, are hereby further notified that the said EARL G. SMITH, Assignee of Charles H. Gilmer and Maude Gilmer, his wife, elects to declare and does hereby declare said contract forfeited, and you, Elizabeth Kunkle, are hereby further notified to yield, surrender and deliver up possession of said premises in said land contract mentioned and of which you are now in possession under and by virtue of the terms thereof. Said premises are described in said land contract as follows, viz.: All that certain piece or parcel of land being situated in the City of Royal Oak, Oakland County, Michigan, and more particularly known and described as The Westerly Sixty (60) feet of the South One Hundred Thirty-Five (135) feet of Lot No. 3 Block "C" Dondero and Schiappacasse Subdivision of S. W. ¼ of S. E. ¼ of Section 16, T. 1 N. R. 11 East, according to the plat thereof recorded in the Office of the Register of Deeds for Oakland County in Liber No. 4 of Plats, Page 73. 1928 taxes, $869.19; 1929 taxes, $959.53; April and May payments, $300.00—$2,138.72. Amount due, $2,138.72, same to be paid on or before July 27th, 1931.

Dated: July 11th, 1931.

EARL G. SMITH,
Assignee of Charles H. Gilmer and Maude Gilmer, his wife.
By HARDY PAGELS,
Attorney and Agent.

Payne & Payne, Attorneys, 1026 Lafayette Bldg., Detroit, Mich.

MORTGAGE SALE—Default having been made in the terms and conditions of a certain mortgage made by FRED B. HITCHCOCK and EMMA R. HITCHCOCK, his wife, of the City of Pontiac, Oakland County, Michigan, mortgagors, to CURRIER LUMBER COMPANY, of Detroit, Michigan, a corporation organized under the laws of the State of Michigan, mortgagee, its successors and assigns, bearing date the 26th day of March, 1930, and recorded in the office of the Register of Deeds for the County of Oakland, State of Michigan, on the 26th day of March, 1930, in liber 640 of mortgages at pages 125 and 126, on which mortgage the whole amount has become and is hereby declared to be due and payable, according to the terms of said mortgage, and on which mortgage there is claimed to be due at the date of this notice for principal and interest the sum of Six Hundred Nineteen and 34-100 ($619.34) Dollars. No suit or proceeding at law or in equity has 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 in said mortgage contained, and pursuant to the statutes of the State of Michigan in such case made and provided, notice is hereby given that on TUESDAY, THE THIRTEENTH DAY OF OCTOBER, A. D. 1931, at twelve o'clock noon (Eastern Standard Time), said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the easterly, or Saginaw Street, entrance to the County Building 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 the interest thereon and all legal costs, charges and expenses thereon, including the attorneys' fee allowed by law, which said premises are described as follows: Lands situate in the city of Pontiac, Oakland county, Michigan, described as Lot 314 of Huron Gardens subdivision, according to a plat recorded in the office of the Register of Deeds of Oakland county liber 21 of Plats, page 9, Michigan, together with the hereditaments and appurtenances thereunto.

Dated: July 14th, 1931.

CURRIER LUMBER COMPANY,
a Michigan Corporation,
Mortgagee.

PAYNE & PAYNE,
Attorneys for Mortgagee.
1026 Lafayette Building,
Detroit, Michigan.

Payne & Payne, Attorneys, 1026 Lafayette Bldg., Detroit, Mich.

MORTGAGE SALE—Default having been made in the terms and conditions of a certain mortgage made by CHARLES ROUSE and JULIA G. ROUSE, his wife, of the Township of Waterford, Oakland County, Michigan, mortgagors, to CURRIER LUMBER COMPANY, of Detroit, Michigan, a corporation organized under the laws of the State of Michigan, mortgagee, its successors and assigns, bearing date the 13th day of January, A. D. 1931, and recorded in the office of the Register of Deeds for the County of Oakland, State of Michigan, on the 25th day of February, A. D. 1931, in liber 668 of mortgages, on pages 19 and 20. On which mortgage the whole amount has become and is hereby declared to be due and payable, according to the terms of said mortgage, and on which mortgage there is claimed to be due at the date of this notice for principal and interest the sum of Sixteen Hundred Seventy-three and 75-100 ($1,673.75) Dollars. No suit or proceeding at law or in equity has 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 in said mortgage contained, and pursuant to the statutes of the State of Michigan in such case made and provided. Notice is hereby given that on TUESDAY, THE THIRTEENTH DAY OF OCTOBER, A. D. 1931, at twelve o'clock noon (Eastern Standard Time), said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the easterly, or Saginaw Street, entrance to the County Building 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 the interest thereon and all legal costs, charges and expenses thereon, including the attorneys' fee allowed by law, which said premises are described as follows: Lands situate in the township of Waterford, Oakland county, Michigan, described as Lot 226 Sylvan Lake subdivision No. 3, according to the plat thereof recorded in the office of the Register of Deeds for said county in liber 9 of plats, page 6, together with the hereditaments and appurtenances thereunto.

Dated: July 14th, 1931.

CURRIER LUMBER COMPANY,
a Michigan Corporation,
Mortgagee

PAYNE & PAYNE,
Attorneys for Mortgagee.
1026 Lafayette Building,
Detroit, Michigan.

Miller, Baldwin & Boos, Attorneys, 617 Penobscot Bldg., Detroit, Mich.

B-581

STATE OF MICHIGAN, County of Oakland, ss.—Suit pending before Harry J. Merritt, a Circuit Court Commissioner for said County, between Baker Land Company, a Michigan Corporation, plaintiff, vs. Sam Rothenberg and Edith Rothenberg, his wife, defendants.

Summons issued and returned that defendants cannot be found, it appearing by affidavit that it cannot be ascertained in what State or Country the defendants reside. It is ordered that the said defendants appear at the Court Room of the undersigned, 230 New Royal Oak Savings Bank Building, Royal Oak, Michigan, at nine o'clock a. m. on the EIGHTEENTH DAY OF AUGUST, 1931, and defend the complaint filed in this suit or judgment will be entered by default, and that this order be served or published as required by statute.

The foregoing suit involves title to: Lots 1067 and 1068 of the Bronx (Meadowcrest) subdivision of the East Half of Section 20, Town 1 North Range 11 East, Royal Oak Township, Oakland County, Michigan, as recorded in Liber 13 of plats on page 22.

Dated: July 14th, 1931.

HARRY J. MERRITT,
Circuit Court Commissioner.

SECOND INSERTION

James A. Pierce, Attorney, 1201 Guaranty Trust Building, Detroit, Mich.

B-496

STATE OF MICHIGAN, County of Oakland, ss.: Suit pending before Harry J. Merritt, a Circuit Court Commissioner for said County, between James G. Pierce Corporation, a Michigan corporation, plaintiff, vs. Joseph Pask and Marie Pask, defendants.

Summons issued and returned that defendants cannot be found, it appearing by affidavit, that said defendants reside in this State and that process for their appearance has been duly issued and the same could not be served by reason of their continued absence from their place of residence, it is ordered that the said defendants appear at the Court Room of the undersigned, 230 New Royal Oak Savings Bank Building, Royal Oak, Michigan, at nine o'clock a. m. on the SEVENTH DAY OF AUGUST, 1931, and defend the complaint filed in this suit or judgment will be entered by default, and that this order be served or published as required by statute.

The foregoing suit involves title to: The North 51 feet of the South 155 feet of Lot No. 179 of Kenwood Gardens Subdivision of part of the East half of Northeast Quarter of Section 5, and part of the North half of Section 4, Town 1 North Range 11 East, Royal Oak Township, Oakland County, Michigan.

Dated: July 3, 1931.

HARRY J. MERRITT,
Circuit Court Commissioner.

Bethune D. Blain, Attorney, 919 Dime Bank Building, Detroit, Mich.

B-545

STATE OF MICHIGAN, County of Oakland, ss.: Suit pending before Harry J. Merritt, a Circuit Court Commissioner for said County, between Cronin, Rix & Hoffman, plaintiff, vs. Norman P. Frahm, defendant.

Summons issued and returned that defendant cannot be found, it appearing by affidavit, that it cannot be ascertained in what State or Country the defendant resides, it is ordered that the said defendant appear at the Court Room of the undersigned, 230 New Royal Oak Savings Bank Building, Royal Oak, Michigan, at nine o'clock a. m. on the FOURTH DAY OF AUGUST, 1931, and defend the complaint filed in this suit or judgment will be entered by default, and that this order be served or published as required by statute.

The foregoing suit involves title to: Lot 2934 Beverly Hills Subdivision No. 10 of the Northeast Quarter of Northeast Quarter of Section 3 and part of Northwest Quarter of Northwest Quarter of Section 2, Town 1 North Range 10 East, Southfield Township, Oakland County, Michigan.

Dated: June 30, 1931.

HARRY J. MERRITT,
Circuit Court Commissioner.

Bethune D. Blain, Attorney, 919 Dime Bank Building, Detroit, Mich.

B-546

STATE OF MICHIGAN, County of Oakland, ss.: Suit pending before Harry J. Merritt, a Circuit Court Commissioner for said County, between Cronin, Rix & Hoffman, plaintiff, vs. Harry A. Bailet and Iva A. Bailet, defendants.

Summons issued and returned that defendants cannot be found, it appearing by affidavit, that said defendants reside out of the State of Michigan, it is ordered that the said defendants appear at the Court Room of the undersigned, 230 New Royal Oak Savings Bank Building, Royal Oak, Michigan, at nine o'clock a. m. on the FOURTH DAY OF AUGUST, 1931, and defend the complaint filed in this suit or judgment will be entered by default, and that this order be served or published as required by statute.

The foregoing suit involves title to: Lot 2936 of Beverly Hills Subdivision No. 10 of the Northeast Quarter of Section 3 and part of Northwest Quarter of Northwest Quarter of Section 2, Town 1 North Range 10 East, Southfield Township, Oakland County, Michigan.

Dated: June 30, 1931.

HARRY J. MERRITT,
Circuit Court Commissioner.

Wales C. Martindale, Jr., 9475 Grand River Ave., Detroit, Mich.

MORTGAGE SALE—Default having been made in the terms and 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, State of Michigan, Mortgagors, to NORTHWESTERN STATE BANK, a corporation organized under the General Banking Laws of the State of Michigan, of Detroit, Wayne County, Michigan, Mortgagee, dated the Twenty-eighth day of June, A. D. 1928, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the thirtieth day of June, A. D. 1928, in liber 531 of Mortgages, on page 53-6, on which mortgage there is claimed to be due, at the date of this notice, for principal and interest, the sum of Two Thousand Nine Hundred Eleven and 69/100 ($2,911.69) Dollars. No suit or proceedings at law or in equity having been 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 of the State of Michigan in such case made and provided, notice is hereby given that on WEDNESDAY, THE SEVENTH DAY OF OCTOBER, A. D. 1931, at 12 o'clock noon (Eastern Standard Time), said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the Easterly or Saginaw Street entrance to the County Building, in the City of Pontiac, Oakland County, Michigan (that being the building 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, as aforesaid, on said mortgage, with the interest thereon at six per cent (6%) and all legal costs, charges and expenses, including the attorney fees allowed by law, and also any sum or sums which may be paid by the mortgagee, necessary to protect its interest in the premises. Which said premises are described as follows: All that certain piece or parcel of land situate in the Township of Royal Oak in the County of Oakland, and State of Michigan and described as follows, to-wit: Lot 1587 Nine Oakland Subdivision No. 3 of the S. ½ of E. ½ of E. ½ of S. E. ¼ of Section 26, Town 1 North, Range 11 East, according to the plat thereof as recorded in Liber 17 of Plats, page 37, Oakland County, Michigan records.

Dated at Detroit, Michigan, July 1st, 1931.

NORTHWESTERN STATE BANK,
Mortgagee.

WALES C. MARTINDALE, JR.,
Attorney for Mortgagee.
9475 Grand River Avenue,
Detroit, Michigan.

E. J. Jeffries and E. K. Akey, Attorneys, Maccabee Bldg., Detroit, Mich.

MORTGAGE SALE—Default having been made in the terms and conditions of a certain mortgage made by C. H. HARRISON COMPANY, a Michigan Corporation, of the Village of Ferndale, County of Oakland, State of Michigan, to THE MACCABEES, a Michigan Corporation, of the City of Detroit, County of Wayne, State of Michigan, dated the fifth day of August, 1925, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the seventh day of August, 1925, in liber 370 of Mortgages, on page 411-14, on which mortgage there is claimed to be due, at the date of this notice, for principal and interest, the sum of One Thousand, Seven Hundred Ninety-two and 53/100 ($1,792.53) Dollars. No suit or proceedings at law or in equity having been 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 of the State of Michigan in such case made and provided, notice is hereby given that on TUESDAY, THE SIXTH DAY OF OCTOBER, 1931, at 12:00 o'clock noon (Eastern Standard Time), said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the easterly or Saginaw Street entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building 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, as aforesaid, on said mortgage, with the interest thereon at seven per cent (7%) and all legal costs, charges and expenses, including the attorney fees allowed by law, and also any sum or sums which may be paid by the mortgagee, necessary to protect its interest in the premises. Which said premises are described as follows: All that certain piece or parcel of land situate in the Village of Ferndale, in the County of Oakland, and State of Michigan and described as follows, to-wit: Lot No. 170 of Sylvan Gardens Subdivision of part of the North half of Section 27, Town 1, North Range 11 East, Township of Royal Oak, Oakland County, Michigan.

Dated: July 6, 1931.

THE MACCABEES, a Michigan Corporation. Mortgagee.

E. J. JEFFRIES, JR., and
E. K. AKEY,
Attorneys for Mortgagee,
Maccabee Building,
Detroit, Michigan.

THIRD INSERTION

E. H. Rogers, Attorney, First National Bank Bldg., Detroit, Mich.

MORTGAGE SALE—Default having been made in the terms and conditions of a certain mortgage made by A. MACE CHERRY and ELIZABETH S. CHERRY, his wife, both of Detroit, Michigan, to the Central Savings Bank, a corporation organized and existing under the laws of the State of Michigan, of the City of Detroit, which said mortgage is dated the 10th day of November, 1925, and was recorded on the 16th day of November, 1925, in the office of the Register of Deeds for Oakland County, in Liber 386 of Mortgages, on Pages 402-5, which said mortgage was assigned to the FIRST NATIONAL BANK IN DETROIT, a Federal Banking Corporation, by instrument of assignment dated February 7th, 1928, recorded in the office of the Register of Deeds, in the County of Wayne, State of Michigan, on the 19th day of March, 1928, in Liber 180 of Assignments, page 222, which said mortgage contains a power of sale, and on which said mortgage, there is claimed to be due and unpaid, of principal, interest and taxes, at the date of this notice, the sum of Ninety-five Hundred Seven and 01-100ths ($9,507.01) Dollars; and no suit or proceeding at law or in equity having been instituted to recover the said moneys, or any part thereof. Now, therefore, by virtue of the power of sale contained in said mortgage and of the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of said mortgaged premises on THURSDAY, THE EIGHTH DAY OF OCTOBER, 1931, at twelve o'clock noon (Eastern Standard Time); that at the time last aforesaid, the undersigned will sell at public auction to the highest bidder for cash, at the Easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), the lands and premises described in said mortgage, or so much thereof as may be necessary to pay the amount due as aforesaid, together with interest thereon at the rate of seven per cent per annum, and all legal costs allowed by law and provided for by said mortgage, including statutory attorney's fees, to-wit: "Lot 12 of the Oakland Park Addition No. 1 on the East half of the Northeast Quarter of Section 28, and on the west half of the Northwest Quarter of Section 27, Town 1, North Range 11 East, Village of Pleasant Ridge, Royal Oak Township, Oakland County, Michigan."

Dated: Detroit, Michigan, June 20th, 1931.

FIRST NATIONAL BANK IN DETROIT,
Assignee of Mortgagee.

E. H. ROGERS,
Attorney for Assignee of Mortgagee,
First National Bank Building,
Detroit, Michigan.

Robert J. Hesse, Attorney, 29th Floor, Eaton Tower, Detroit, Michigan.

B-539

STATE OF MICHIGAN, County of Oakland, ss.: Suit pending before Harry J. Merritt, a Circuit Court Commissioner for said County, between Elmer R. Wentworth and Claud R. Tromley, plaintiffs, vs. Richard Brinker and Mary E. Brinker, his wife, defendants.

Summons issued and returned that defendants cannot be found, it appearing by affidavit, that it cannot be ascertained in what State or Country the defendants reside. It is ordered that the said defendants appear at the Court Room of the undersigned, 230 New Royal Oak Savings Bank Building, Royal Oak, Michigan, at nine o'clock a. m. on the THIRTY-FIRST DAY OF JULY, 1931, and defend the complaint filed in this suit or judgment will be entered by default, and that this order be served or published as required by statute.

The foregoing suit involves title to: Lot 8 of James Acres Subdivision, being a part of the North half of Northeast Quarter of Section 20, Town 2 North Range 11 East, Troy Township, Oakland County, Michigan, and described as follows: Beginning at a point in the common line of Sections 17 and 20, South 89° 42' West 1142 feet from the Northeast corner post of Section 20, thence South 0° 0' East 1070.8 feet, thence North 87° 50' West 125.1 feet, thence North 0° 0' West 1065.2 feet, thence North 89° 42' East 125 feet to the place of beginning.

Dated: June 26, 1931.

HARRY J. MERRITT,
Circuit Court Commissioner.

E. J. Jeffries, Jr. & E. K. Akey, Attorneys, Maccabee Bldg., Detroit, Michigan.

MORTGAGE SALE—Default having been made in the terms and conditions of a certain mortgage made by ESTELLA E. WARD, of Highland Park, Wayne County, Michigan, mortgagor, to THE MACCABEES, a Michigan corporation, of Detroit, Wayne County, Michigan, Mortgagee, dated the twelfth day of October, 1927, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the Thirteenth day of October, 1927, in liber 493 of Mortgages, on page 420-3, on which mortgage there is claimed to be due, at the date of this notice, for principal and interest, the sum of Three Thousand Nineteen and 37-100 ($3,019.37) Dollars. No suit or proceedings at law or in equity having been 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 of the State of Michigan in such case made and provided, notice is hereby given that on FRIDAY, THE TWENTY-FIFTH DAY OF SEPTEMBER, 1931, at twelve o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the easterly or Saginaw Street entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building 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, as aforesaid, on said mortgage, with the interest thereon at seven per cent (7%) and all legal costs, charges and expenses, including the attorney fees allowed by law, and also any sum or sums which may be paid by the mortgagee, necessary to protect its interest in the premises. Which said premises are described as follows: All that certain piece or parcel of land situate in the Township of Royal Oak, in the County of Oakland, and State of Michigan and described as follows, to-wit: Lot No. 27, Block B, Leggett Farm Subdivision of the West ½ of the Northeast ¼ and the East ½ of the Northwest ¼ of Section 33, Town 1 North, Range 11 East, Township of Royal Oak, County of Oakland, State of Michigan, according to the Plat thereof, as recorded in Liber 13, Page 21, records of Oakland County, Michigan.

Dated: June 26, 1931.

THE MACCABEES,
a Michigan Corporation.
Mortgagee.

E. J. JEFFRIES, Jr. & E. K. AKEY,
Attorneys for Mortgagee.

B-550

STATE OF MICHIGAN, County of Oakland, ss.: Suit pending before Harry J. Merritt, a Circuit Court Commissioner for said County, between Wormer and Moore, a Michigan corporation, plaintiff, vs. Charles M. Davis and Olivia W. Davis, his wife, defendants.

Summons issued and returned that defendants cannot be found, it appearing by affidavit, that said defendants reside out of the State of Michigan, it is ordered that the said defendants appear at the Court Room of the undersigned, 230 New Royal Oak Savings Bank Building, Royal Oak, Michigan, at nine o'clock a. m. on the THIRTY-FIRST DAY OF JULY, 1931, and defend the complaint filed in this suit or judgment will be entered by default, and that this order be served or published as required by statute.

The foregoing suit involves title to: Lot 182 of Wing Lake Shores, a subdivision of part of the South half of Section 29, Bloomfield Township, Oakland County, Michigan, Town 2 North, Range 10 East, and that portion of lot 181 of Wing Lake Shores Subdivision, described as follows: Beginning at a point of the Southeast line of Sunningdale Drive, said point being Northerly 21.5 feet from the Northwest corner of Lot 181 of Wing Lake Shores, running thence Southwesterly along Sunningdale Drive 21.5 feet to the Northwest corner of said lot 181; thence along the Southwesterly line of said lot 140.8 feet to extreme South corner thereof, thence Northeasterly along the Southeast line of said lot 181, 6.0 feet; thence Northwesterly across said lot 181 a distance of 147.55 feet, more or less to the point of beginning, of Wing Lake Shores Subdivision, as above described.

Dated: June 26, 1931.

HARRY J. MERRITT,
Circuit Court Commissioner.

FOURTH INSERTION

Schmalzriedt, Frye, Granse & Frye, Attorneys, 1442 Majestic Bldg., Detroit, Mich.

MORTGAGE SALE—Default having been made in the conditions of a certain mortgage made by STUART C. CARPENTER and BASY M. CARPENTER, his wife, to HAROLD R. BLAKE, dated February 12, 1929, and recorded on March 12, 1929, in the office of the Register of Deeds for Oakland County, Michigan, in Liber 584 of Mortgages on Pages 420 and 421, on which mortgage there is claimed to be due at the date of this notice, for principal, interest, taxes and moneys paid upon a first mortgage obligation upon said premises, the sum of Two Thousand Two Hundred Ninety-six and 96-100 ($2,296.96) Dollars, and an attorney's fee of Thirty-five ($35.00) Dollars, as provided for in said mortgage, and no suit or proceeding at law having been instituted to recover the moneys secured by said mortgage or any part thereof; notice is hereby given that by virtue of the power of sale contained in said mortgage, and the Statute in such case made and provided, that on FRIDAY, THE EIGHTEENTH DAY OF SEPTEMBER, 1931, at twelve o'clock noon (Eastern Standard Time), the undersigned will, at the Easterly or Saginaw Street entrance of the Oakland County Building, in the City of Pontiac, Oakland County, Michigan (that being the place where the Circuit Court for the County of Oakland is held), sell at public auction to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due as aforesaid on said mortgage, with 7% interest and all legal costs, together with said attorney's fees, which said premises are more particularly described as being situated in the City of Royal Oak, County of Oakland and State of Michigan, and known as, to-wit: Lot Sixteen (16) of Hannan and Webber's Sunset Park Subdivision of part of the Southwest ¼ of Section 22, Town 1, North Range 11 East, according to the plat thereof recorded in Liber 10 of Plats on Page 5, Oakland County records.

Dated: June 17th, 1931.

HAROLD R. BLAKE,
Mortgagee.

SCHMALZRIEDT, FRYE, GRANSE & FRYE,
Attorneys for Mortgagee,
1442 Majestic Building,
Detroit, Michigan.

FIFTH INSERTION

Joel K. Riley, Attorney, 1133 Griswold St., Detroit, Michigan.

NOTICE OF FORECLOSURE—Default having been made in the terms and conditions of a certain mortgage made by LEONARD E. WENZEL and GLADYS WENZEL, his wife, of Farmington, Michigan, as Mortgagors, to The Farmington State Savings Bank, a state banking corporation of Farmington, Michigan, as Mortgagee, dated the ninth day of January, 1926, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the eleventh day of January, 1926, in Liber 391 of Mortgages, on Pages 559-62, which mortgage was on the first day of April, 1927, assigned by The Farmington State Savings Bank of Farmington, Michigan, a state banking corporation of Farmington, Michigan, to THE UNITED SAVINGS BANK OF DETROIT, Michigan, a corporation organized and doing business under the laws of the State of Michigan, as Assignee of the Mortgagee, which assignment was recorded in the office of the Register of Deeds for Oakland County, Michigan, on the fifth day of April, 1927, in Liber 464 of Mortgages, on pages 562-3, on which mortgage, because of said default, there is due and unpaid at the date of this notice principal and interest in the sum of Five Thousand Two Hundred Fifty-six and forty-hundredths ($5,256.40) Dollars, together with taxes and interest thereon in the sum of Eight Hundred Seventy-nine and three-hundredths ($879.03) Dollars, making a total sum of Six Thousand One Hundred Thirty-five and forty-three hundredths ($6,135.43) Dollars. And no suit or proceedings at law or in equity having been instituted for the recovery of said amount or any portion thereof, now, therefore, by virtue of the power of sale in said mortgage contained and of the statute in such case made and provided, notice is hereby given that said Assignee of Mortgagee will sell the premises described in said mortgage at public auction or vendue to the highest bidder therefor, at the Easterly or Saginaw Street entrance of the Oakland County Building in the City of Pontiac, Oakland County, Michigan (that being the place of holding the Circuit Court for said County), on TUESDAY, THE FIFTEENTH DAY OF SEPTEMBER, A. D. 1931, at twelve o'clock noon (Eastern Standard time of said date), or so much of said premises as shall be necessary to satisfy the amount due on said mortgage as aforesaid together with seven (7%) per cent interest from the date of this notice and the costs allowed by law and provided for in said mortgage, including an attorney fee, said premises being situated in the Village of Farmington, County of Oakland, and State of Michigan, described as follows: Beginning at an iron stake in the south line of Oakland Avenue where it intersects the East line of Perkins and Cowans Subdivision of a part of the west half of the northeast quarter of Section 28 of the Township of Farmington, said point being one hundred four (104) feet west of the west line of Fred M. Warner's Addition to the Village of Farmington, thence south along the east line of Perkins and Cowans Subdivision one hundred fifty (150) feet to a point; thence east parallel to the south line of Oakland Avenue fifty (50) feet; thence north parallel to the east line of Perkins and Cowans Subdivision one hundred fifty (150) feet to the south line of Oakland Avenue; thence west along the south line of Oakland Avenue fifty (50) feet to the place of beginning.

Dated at Detroit, Michigan, June 18, 1931.

THE UNITED SAVINGS BANK OF DETROIT,
Assignee of the Mortgagee.
By MELVIN F. LANPHAR,
Vice-President.

JOEL K. RILEY,
Attorney for the Assignee of the Mortgagee,
1133 Griswold Street,
Detroit, Michigan.