

State of North Carolina     )  
                                      )  
County of Rutherford         )

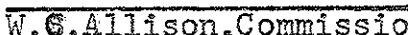
WAIVER

The Undersigned, Mayor and Commissioners of the Town of Lake Lure, do hereby waive all notice of a special meeting of the Board of Commissioners and agree that said meeting may be held at the Town Office in Lake Lure, North Carolina, on the 20th Day of June 1952 at 8 o'clock, P.M. and the undersigned further agree that all business properly before said meeting may be transacted at said meeting.

This the 20th Day of June 1952

  
Chas. R. Yopp, Clerk

  
L. M. Pearson, Jr., Mayor

  
W. C. Allison, Commissioner

MINUTES OF A SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE, HELD IN THE TOWN OFFICE ON JUNE 20, 1952 at eight o'clock P.M.

At a special meeting of the Board of Commissioners of the Town of Lake Lure, held in the Town Office at Lake Lure, North Carolina on the 20th day of June 1952 at eight o'clock P.M., the following were present:

L. M. Pearson, Jr., and W. C. Allison.

A waiver of notice of said meeting was read and ordered to be attached to these minutes.

The Board discussed the fact that the following suits had been brought against the Town of Lake Lure, to-wit:

BEN SNYDER	\$46,420.00 PLUS INTEREST
EDWARD H. DAHLY	7,400.00 PLUS INTEREST
MORSE INVESTMENT COMPANY	8,300.00 PLUS INTEREST

The Board further discussed the fact that two of said suits, to-wit Ben Snyder vs Town of Lake Lure, and Edward H. Dahly vs Town of Lake Lure, are now pending in the District of the United States for the Western District of North Carolina, at Asheville, and that The Morse Investment suit is now pending in the Superior Court of Rutherford County, North Carolina. The Board was advised that answers had been filed in all of these suits setting up all possible available defenses in favor of the defendant. The Board was further advised that the Ben Snyder suit has been set for trial at Asheville in the Federal Court for Friday August 1, 1952 and the Edward H. Dahly suit has been set for trial in said Court for Monday August 4, 1952.

The Board discussed that fact that it would be necessary to make preparations to try said suits to the end that every defense on behalf of the Town be presented to the Court. The Board further discussed the fact that these cases will probably determine the validity of all Town Bonds in the total amount of

\$ 177,000.00 Plus interest which has accrued which interest will at least equal the principal amount of the Bonds.


The Board further discussed the fact that Mr. C.W.Tillett, Attorney of Charlotte,N.C.,and a member of the firm of Tillett, Campbell,Craighill & Rendlemen,was thoroughly familiar with former bond suits against the Town of Lake Lure and the Board determined that it would be to the best interest of the Town to employ Mr. C.W.Tillett of the Law Firm of Tillett,Campbell,Craighill & Rendleman,to appear in all of the above bond cases with the Town's Attorneys,Hamrick & Jones.

It was,therefore,upon motion made and seconded and unanimously carried,

RESOLVED,The the Law firm of Tillett,Campbell,Craighill, & Rendleman be employed by the Town of Lake Lure, N.C. to represent said Town in all of the above named Bond Suits and to do any and all things necessary and proper in connection with the preparation and trial of said cases.

There being no further business to come before the meeting,it was adjourned.

  
Chas.R.Yopp,Clerk

  
L.M.Pearson,Jr.,Mayor

STATE OF NORTH CAROLINA     )  
                                      ) ::  
COUNTY OF RUTHERFORD     )

W A I V E R

The undersigned, Mayor and Commissioners of the Town of Lake Lure, do hereby waive all notice of a special meeting of said Board of Commissioners and agree that said meeting may be held at the Town Office in Lake Lure, North Carolina, on the 2nd day of July, 1952, at 7:30 o'clock, P. M., and the undersigned further agree that all business properly before said meeting may be transacted at said meeting.

This the 2nd day of July, 1952.

L. M. Pearson, Jr.  
W. C. Allison  
C. Roy Smith

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MINUTES OF A SPECIAL MEETING OF THE BOARD OF  
COMMISSIONERS OF THE TOWN OF LAKE LURE, HELD  
IN THE TOWN OFFICE, ON JULY 2, 1952, at 7:30  
O'CLOCK, P.M.

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At a special meeting of the Board of Commissioners of the Town of Lake Lure, held in the Town Office at Lake Lure, North Carolina, on the 2nd day of July, 1952, at seven-thirty o'clock, P. M., the following were present:

L. M. Pearson, Jr., Mayor, C. Roy Smith,  
and W. C. Allison.

The Board further discussed the fact that all of these suits were on Town bonds and interest coupons attached to said bonds and that two of said suits, to-wit: Ben Snyder v. Town of Lake Lure, and Edward H. Dahly v. Town of Lake Lure, are now pending in the District Court of the United States for the Western District of North Carolina, at Asheville. The Board was further advised that the Ben Snyder suit had been set for trial in the District Court at Asheville for August 1, 1952, and that the Edward H. Dahly suit had been set for trial in said Court for August 4, 1952. The Board was further advised that pursuant to resolution passed by it on the 20th day of June, 1952, the Town's attorneys had discussed with Mr. C. W. Tillett, of the firm of Tillett, Campbell, Craighill & Rendleman, of Charlotte, the matter of employing said firm to appear with the Town's attorneys for the Town in the above named bond suits. The following letter received by the Board from the law firm of Tillett, Campbell, Craighill & Rendleman, was then read and ordered spread upon the minutes of this meeting:

TILLET, CAMPBELL, CRAIGHILL & RENDLEMAN  
Attorneys at Law  
609-613 Law Building  
Charlotte, N. C.

June 30, 1952.

Town of Lake Lure  
Lake Lure, N. C.

Gentlemen:-

Mr. Hamrick, your city attorney, has told us that you desire to employ us to represent the Town in the three cases which have been brought against you on the 1927 Town bond issue as follows:

Edward H. Dahly v. Town of Lake Lure,  
U. S. District Court at Asheville

Ben Snyder v. Town of Lake Lure,  
U. S. District Court at Asheville

Morse Investment Co. v. Town of Lake Lure,  
Superior Court at Rutherfordton.

We will be glad to become associated with Mr. Hamrick and assist him in the defense of these actions. In view of the fact that some or all

1. For the first one of these cases to be tried, we will charge and expect to be paid fees as follows: \$1000 for the preparation of the case for trial, to be paid at or about the time the trial commences; \$1000 for the trial, to be paid after the trial is completed; \$500 for services in the appellate court, if the case is appealed, to be paid when the appellate court makes its decision.
2. For the second of the cases to be tried, no charge will be made for preparation; a charge of \$1000 will be made for the trial, to be paid at the completion of the trial; \$250 will be charged for work in the appellate court, remittance to be made when the appellate court announces its decision.
3. For the third case to be tried, the same as in the second case.
4. If the two cases in the U. S. District Court are consolidated for trial, the charges in paragraph 1 will apply, except we will be paid \$150 in addition to the trial fee therein provided.
5. We will also be paid our out-of-pocket expenses, such as traveling expenses, telephone charges and any other item of expense that we have to go to in connection with the employment.
6. We will be paid \$1000 at once as a retainer, same to be applied against the first of the above charges that arises in these matters. We will also be paid at once \$150 as an advance against expenses, and the same will be accounted for in the final settlement between us.
7. If the handling of these matters does not follow the above outlined course; for example, if one or more of these cases is compromised, we will be paid the reasonable value of our services, our charges to be subject to the approval of Mr. Hamrick, and in no event will our charges for these three cases exceed the total of \$5000, plus out-of-pocket expenses.
8. The Town will include the maximum payable under this contract, namely, \$5000, in its budget for 1952-53 in the manner required by law. The Town will also include in this budget a reasonable sum, to be suggested by the City Attorney, to cover not only our out-of-pocket expenses, but also the expenses that will have to be paid directly by the Town, such as witness fees, printing costs, stenographic charges, etc.
9. If after the trial of the first case to be tried the Town should decide that it does not desire our services in the trial of the second or third case to be tried, it will have the privilege of dispensing with our services with respect to such second and third cases by paying us the reasonable value for any services rendered in such second and third cases up to the time when our employment with respect to them is terminated.

Yours very truly,

TILLET, CAMPBELL, CRAIGHILL & RENDLEMAN,

By: C. W. Tillett

After a full discussion of the bond suits hereinabove referred to, and of the proposal of Tillett, Campbell, Craighill & Rendleman, Attorneys

acceptance of said proposal and attach the Town seal thereto; RESOLVED FURTHER, that the maximum amounts payable under this contract be, and the same hereby are, appropriated for the purpose of making payments to said attorneys as and when services are performed under the above contract.

There being no further business, the meeting was upon motion duly made and seconded and unanimously carried, adjourned.

  
CLERK

Mr. Hamrick advised the Board that he would expect as his fee in the several Bond Suits the sum of \$ 1,500.00 to cover such work as he had already performed and all other work in the preparation and trial of said cases. The Board accepted this figure and on motion of C. Roy Smith, Commissioner and a second by W.C. Allison, Commissioner, the Clerk was ordered to include such amount ( \$1,500.00) in the Town Budget for the fiscal year of 1952-1953.

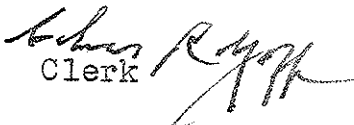
It was moved by C. Roy Smith, Commissioner, seconded by W.C. Allison, Commissioner, that the Town Clerk be instructed to keep records of all future meetings of the Board and to see that they are properly recorded in the Minute Book.

No further business appearing, the meeting adjourned.

  
Clerk

Mayor

In open discussion after formal adjournment<sup>n</sup> of this meeting, Mr. Hamrick expressed the belief that the two cases pending in Federal Court would be joined or combined and that he felt that the total cost to the Town in such an event would not exceed \$ 2,650.00 to the firm of Tillett, Campbell, Craighill, and Rendleman, even if the case went to the Supreme Court on appeal.

  
Clerk

*Law Offices of Tillet, Campbell, Craighill & Rendleman*  
*609-613 Law Building*

*C. M. Tillet*  
*H. B. Campbell*  
*J. B. Craighill*  
*J. T. Rendleman*

*J. P. Kennedy, Jr.*

*Charlotte 2, N.C.*

June 30, 1952.

Town of Lake Lure,  
Lake Lure, N. C.

Gentlemen:-

Mr. Hamrick, your city attorney, has told us that you desire to employ us to represent the Town in the three cases which have been brought against you on the 1927 Town bond issue as follows:

Edward H. Dahly v. Town of Lake Lure,  
U. S. District Court at Asheville.

Ben Snyder v. Town of Lake Lure,  
U. S. District Court at Asheville.

Morse Investment Co. v. Town of Lake Lure,  
Superior Court at Rutherfordton.

We will be glad to become associated with Mr. Hamrick and assist him in the defense of these actions. In view of the fact that some or all of these cases may be long drawn out and in view of the rigid requirements imposed by statute upon towns of North Carolina in connection with contracts for the payment of money, it seems to us that a written contract between our firm and the Town will be necessary. We accordingly make this proposal to you and if it is acceptable, please have your Town Council take appropriate action, and then please have it accepted by the Town officials and approved as required by law:

1. For the first one of these cases to be tried, we will charge and expect to be paid fees as follows: \$1000 for the preparation of the case for trial, to be paid at or about the time the trial commences; \$1000 for the trial, to be paid after the trial is completed; \$500 for services in the appellate court, if the case is appealed, to be paid when the appellate court makes its decision.
2. For the second of the cases to be tried, no charge will be made for preparation; a charge of \$1000 will be made for the trial, to be paid at the completion of the trial; \$250 will be charged for work in the appellate court, remittance to be made when the appellate court announces its decision.
3. For the third case to be tried, the same as in the second case.
4. If the two cases in the U. S. District Court are consolidated for trial, the charges in paragraph 1 will apply, except we will be paid \$150 in addition to the trial fee therein provided.

Town of Lake Lure #2.

June 30, 1952.

5. We will also be paid our out-of-pocket expenses, such as traveling expenses, telephone charges and any other item of expense that we have to go to in connection with the employment.
6. We will be paid \$1000 at once as a retainer, same to be applied against the first of the above charges that arises in these matters. We will also be paid at once \$150 as an advance against expenses, and the same will be accounted for in the final settlement between us.
7. If the handling of these matters does not follow the above outlined course; for example, if one or more of these cases is compromised, we will be paid the reasonable value of our services, our charges to be subject to the approval of Mr. Hamrick, and in no event will our charges for these three cases exceed the total of \$5000, plus out-of-pocket expenses.
8. The Town will include the maximum payable under this contract, namely, \$5000, in its budget for 1952-53 in the manner required by law. The Town will also include in this budget a reasonable sum, to be suggested by the City Attorney, to cover not only our out-of-pocket expenses, but also the expenses that will have to be paid directly by the Town, such as witness fees, printing costs, stenographic charges, etc.
9. If after the trial of the first case to be tried the Town should decide that it does not desire our services in the trial of the second or third case to be tried, it will have the privilege of dispensing with our services with respect to such second and third cases by paying us the reasonable value for any services rendered in such second and third cases up to the time when our employment with respect to them is terminated.

Yours very truly,

TILLET, CAMPBELL, CRAIGHILL & RENDLEMAN,

By:



The Town of Lake Lure agrees to the employment of Tillett, Campbell, Craighill & Rendleman upon the terms above outlined, and this acceptance is being executed by the undersigned officials of the Town after unanimous approval of the contract at a meeting of the Council of the Town of Lake Lure duly called and held.

IN TESTIMONY WHEREOF, the Town has caused this acceptance to be executed by the undersigned officers and has caused its seal to



Town of Lake Lure #3.

June 30, 1952.

be attached, this \_\_\_\_\_ day of \_\_\_\_\_, 1952.

TOWN OF LAKE LURE,

By L. M. Pearson Jr.  
Mayor.

ATTEST:

Charles Rygg  
City Clerk.

The undersigned City Attorney certifies to the substance of the foregoing contract and certifies that it contains the agreement of the parties as authorized by the Council, and is in conformance with the resolution authorizing its execution.

This \_\_\_\_\_ day of \_\_\_\_\_, 1952.

\_\_\_\_\_  
Town Attorney.

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made as required by the applicable statutes of the State of North Carolina.

\_\_\_\_\_  
Municipal Accountant.