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LEWIN W. WICKES, ATTORNEY.

Order of Publication.

Emma C. Daddysman,
versus
John A. Blackiston, William T. Blackiston, Elizabeth Blackiston, Beulah Blackiston, Carmen Blackiston, Gloria Blckiston, Clarence Bantz, H. B. Bantz and Burwell Bantz.

In the Circuit Court for Kent County in Equity. No. 1726.

THE OBJECT of this suit is to procure a decree for the sale of the Real Estate and for the appointment of a Receiver to take possession of the Real Estate of the late John T. Blackiston, deceased.

The bill states that the plaintiff is a citizen of the United States and a resident of the District of Columbia, and that all the defendants are citizens of the United States: John A. Blackiston resides at Piedmont, State of West Virginia; William T. Blackiston is a resident of San Dereca, Island County, State of Washington; Elizabeth Blackiston, Beulah Blackiston, Carmen Blackiston and Gloria Blackiston reside somewhere in the State of California, their exact place of residence being unknown, one year ago your orator is informed such defendants were residing in Los Angeles, Cal.; Elizabeth Blackiston is the widow of Thomas Copper Blackiston, deceased, and the defendants Beulah Carmen and Gloria Blackiston are infants under the age of 21 years, are the only children of Thomas Copper Blackiston, deceased the said children and Elizabeth Blackiston are the sole next kin of said Thomas Blackiston, deceased, and the said three children are his sole heirs at law; the defendants Clarence Bantz, H. B. Bantz and Burwell Bantz reside somewhere in the State of Washington, their exact place of residence being unknown to your orator; Clarence Bantz is widower of Rebecca J. Bantz, and H. B. Bantz and Burwell Bantz, who are admits are the only children of said Rebecca J. Bantz, deceased, and are her sole heirs at law.

And the bill states that one John T. Blackiston, late of Allegany county Maryland departed this life leaving a last will and testament, said will was duly admitted to probate in Orphan's Court of Allegany county on the 4th of August, 1868, and an exemplified copy of said will has been duly recorded in the office of Register of Wills for Kent county, Maryland in Liber G. H. S. No. 4, folio 276, a copy of said will being filed in this cause and marked Exhibit A.

That at the time of his death said John T. Blackiston was survived by his wife, Maria A. Blackiston and by your orator, John A. Blackiston, William T. Blackiston and by his now deceased children, Rebecca J. Bantz and Thomas Copper Blackiston, his sole heirs at law and next of kin: The said Rebecca J. Bantz being the deceased wife of the Clarence Bantz and and mother of H. B. Bantz and Burwell Bantz, and the said Thomas Copper Blackiston being the deceased husband of Elizabeth Blackiston and the father of the infant defendants, Beulah, Carmen and Gloria Blackiston.

That the said John T. Blackiston at the time of his death was seized and possessed of a farm at East Neck, Kent county, Maryland, lying near Rock Hall, and known for a time as "Burgess" or "Bowie Farm," and lately as the "Chester View Farm," adjoining lands of Alexander Harris and containing about one hundred and fifty acres.

That by the terms of said will the aforementioned tract of land, together with all furniture and personal property of whatsoever nature or kind owned by testator, was devised and bequeathed to the wife of said testator, Maria A. Blackiston, for and during her natural life with power in the said Maria A. Blackiston to dispose of whatever personal property she may choose for her absolute use and benefit, upon the death of said Maria A. Blackiston the aforesaid real estate together with the personal property therein including household and kitchen furniture that may be on hand and not otherwise disposed of by the said life tenant was devised and bequeathed to a son, William T. Blackiston, should he survive said life tenant, upon the condition however that after an appraisal by three disinterested persons of the value of the farm and furniture aforesaid the sum of three hundred dollars be deducted from the appraised value and the balance paid by William T. Blackiston to the other heirs of the said testator share and share alike without interest, should said payment not be made within the space of two years from the date of the appraisement and with interest at the rate of five per cent. from the date of the appraisement should said payment be not made within two years; should said Wm. T. Blackiston not comply with the terms and provisions of the aforesaid devise and bequest then the said farm with all thereon belonging to the estate at the death of the life tenant, was devised and bequeathed to any of the testators other children then living who should be willing to receive the same upon the aforesaid conditions; should no one of the children desire to take said farm and personalty upon the terms aforesaid, then the same be sold at public auction together with all furniture and fixtures thereon belonging to the estate of testator, the proceeds of said sale to be turned into the general account of testators estate.

The bill states that on the 22nd day of July, 1905, the said Maria A. Blackiston the tenant as aforesaid departed this life that in accordance with the provisions of said will, James R. Wilson, Benjamin H. Cowrn and Robert Wickes three disinterested persons were constituted appraisers to appraise the value of said farm and personal property thereon, and on the 6th day of September, 1905, they valued the said farm and personal property thereon at three thousand, eight hundred dollars, that thereafter William T. Blackiston declined and continues to decline to take possession of the said farm and personal property thereon under the terms of said will and on September 21, 1905, a paper writing was signed by all the parties interested, agreeing to allow the defendant, John A. Blackiston to take the said farm upon the conditions named in the will of John T. Blackiston and pay to each one their proportion of the proceeds of the transfer of said farm to John A. Blackiston the same as if it had been sold at public sale. The proportion of each heir subject to the amount being deducted that each receive from the estate prior to the death of Mrs. M. A. Blackiston, a copy of which is a part of this bill and marked Exhibit B.

Your orator further says that John A. Blackiston, who agreed to take the farm as aforesaid, has no complied with the terms of said will, and has not made the necessary payments in accordance with the provisions of said will; that instead thereof he has been receiving the rents and profits from said farm as aforesaid without accounting to the other devisees and legatees therefor, and converting the same to his own use since about the 25th day of July, 1905; that he has neglected to keep the said farm in good condition and has wasted its resources and permitted the same to become diminished in its value about one half for want of attention, and that the said farm is at present without a custodian, any possession of the said John A. Blackiston being wrongful in that he has failed to comply with the terms of said will and with the terms of said agreement.

Your orator further says that the terms of said will with regard to paying the appraised value of the aforesaid described farm have not been complied with by any of the heirs of said John T. Blackiston, although a long space of time has elapsed and that none of said heirs have manifested or evinced any bona fide desire to take said farm by complying with said terms, and that the said farm therefore, should be sold under the direction of this Honorable Court, and the proceeds distributed in accordance with the provisions of said will, that the said will does not name a Trustee or Trustees to sell said farm, and that as a party interested she filed this Bill applying to this Honorable Court for relief.

Your orator further says that during the lifetime of Maria A. Blackiston she advanced various sums of money to some of the remaindermen of the real estate herein described, as follows:

Thomas C. Blackiston	$ 298 89
John A. Blackiston	1,535.02
Rebecca J. Bantz	1,292 02
William T. Blackiston	256 80

that said sums were advanced by said Maria A. Blackiston with the express understanding that they would be chargeable against the share or shares of the said remaindermen in the real estate described herein; and your orator avers that because of such advancement and understanding, the share or shares of said remaindermen in the real estate mentioned herein are chargeable with a lien in favor of the estate of the said Maria A. Blackiston to the extent of said advancements, that such sums should be paid out of the fund derived from the sale of the real estate herein mentioned to the administrator or other legal representative of the estate of said Maria A. Blackiston.

It is thereupon this 11th day of November, 1909, ordered by the Circuit Court of Kent County, in Equity, that the plaintiff by causing a copy of this order to be inserted in some newspaper published in said Kent county, once in each of four successive weeks before the 13th day of December, giving notice to the said John A. Blackiston, of Piedmont, W. Va., and Wm. T. Blackiston, of San de Fuca, Island county, Wash.; Elizabeth Blackiston, Beulah Blackiston, Carmen Blackiston and Gloria Blackiston all of the State of California; Clarence Bantz, H. B. Bantz and Burwell Bantz of the State of Washington, who are all non resident defendants of this State; and warning them to appear in this Court by person or by Solicitor, on or before the 31st day of December next to show cause, if any they have, why a decree ought not to be passed as prayed.

JAMES T. DIXON, Clerk.

True Copy—Test:
JAMES T. DIXON, Clerk.

Nov. 13, 1909—4t.

Forced feeding for egg production either causes Indigestion or produces too much fat. In either case egg production is hindered. Fairfield's Egg Producer increases egg production in Nature's way by providing the hen with the elements of which eggs are composed. Sold under written guarantee by dealers named in advertisement on page one.

Connoisseurs and others who feel that they must hear *The World's Best Pianos* are requested to inspect the

KNABE

We also invite attention to our complete stock of other well-known makes, including



The Haines Bros.,
The Marshall & Wendell,
The Foster, The Armstrong,
and other New Pianos from $190.00 up.

The pianos are standard established makes, fully guaranteed, and by our minimum payment plan are easy to own.

Second hand pianos, which were taken in exchange and remade like new in the Knabe factory, at especially low prices.

LEADING PLAYER PIANOS IN PROFUSION

Terms to suit your convenience

WM. KNABE & CO.
Park Ave. and Fayette St., BALTIMORE

C. A. NIGHTENGALE,
Local Representative.

TO CHANGE OYSTER LAW.

The Shellfish Commission will continue its fight at the next session of the Legislature for the amendments to the oyster culture law. Changes were recommended at the last session, but they were voted down.

These changes provide thirty acres instead of ten, as the maximum for one individual in the tributaries of the bay and five hundred acres, instead of one one hundred, as the maximum in the open bay; reduction of the rental to $1 an acre for six years provisions for forcibly collecting such rentals as may be charged; permissions to leases to take oysters whenever they choose; setting aside of ground for cultivation of plant oysters; reduction of time at which riparian owners have to decide whether they desire to take up the land to which they have first claim. Although the oyster law has been in operation for several years the good that was expected to come from it has not materialized to the extent that was hoped. In the opinion of the Commission these hopes will materialize more rapidly if the changes recommended are put into effect.

CIGARETTE BOYS NOT WANTED.

John Wanamaker, Philadelphia, the Larkin Company, Buffalo, the Globe-Wernicke Company, manufacturers of book cases and office furniture, Cincinnati, the mail order houses of Montgomery Ward and Company, and Sears-Roebuck and Company, Chicago, are some of the prominent business men who refuse to hire boys, or young men under twenty-one who are addicted to the cigarette habit. Some of these firms employ 5,000 to 8,000 people; several are so emphatic in their disapproval of cigarette smoking that they refuse to employ men of age, young or old, who are addicted to the habit. In Chicago the postoffice in special delivery department, in which nearly 300 boys are employed, there is a ban against cigarettes and other forms of tobacco. The wholesale hardware establishment of Hibbard, Spencer and Bartlett, Chicago, the Tobey Furniture Company, manufacturers and retailers of furniture, Chicago, discriminate against cigarette smokers in engaging and promoting employees.

FOLEY'S HONEY AND TAR
for children; safe, sure. No opiates

Foley's Kidney Pills

What They Will Do for You

They will cure your backache, strengthen your kidneys, correct urinary irregularities, build up the worn out tissues, and eliminate the excess uric acid that causes rheumatism. Prevent Bright's Disease and Diabetes, and restore health and strength. Refuse substitutes.

SOLD BY ALL DRUGGISTS AND J. T. POWER, Millington, Md.

DEPOSIT YOUR SAVINGS
IN THE
Kent Building & Loan Co.

At the end of 6½ years the Company will pay you a gratifying sum. We have the best investment you can get.

T. H. TOPPING, President.
J. W. RUSSELL, Secretary.

DR. BULL'S COUGH SYRUP IS THE best remedy for coughs, colds, sore throat and grippe. It never fails to cure promptly.

IN MEMORIAM

ISAAC W. SIMMS, of Quaker Neck, died Oct. 13 at his home on Mr. T. D. France's farm, age 56 years. "Gone but not forgotten."

We miss thee from thy home dear,
We miss thee from thy place,
A shadow o er our life is cast,
We miss the sunshine of thy face.
Dearest loved one we must lay thee
In the peaceful grave's embrace,
But thy memory will be cherished,
Till we see thy heavenly face
WIFE.

Peaceful be the silent slumber,
Peaceful in the grave so low.
Thou no more will join our number,
Thou no more our sorrows know.
SON EDWARD.

The hard to break the tender cord,
When love has bound the heart,
To hard, so hard to speak the words,
We must forever part.
DAUGHTER ANNA.

We miss thy kind and willing hand,
Thy fond and earnest care.
Our home is dark with out thee.
We miss thee everywhere
SON-IN-LAW JOHN.

Yet again we hope to meet thee
When the day of life is fled;
And in Heaven with joy to greet thee
Where no farewell tears are shed.
DAUGHTER IN LAW CLARA.

How long he struggled against disease,
Which baffled skill and care,
And long he lingered racked with pain
And suffering so hard to bear.
And yet through all at times he'd smile,
A smile of heavenly birth,
And when the angels called him home
He smiled farewell to earth.
BROTHER WILLIE.

Bank Reports.—The deposits in some of the banks according to the last statements are as follows:

Kent Savings	$ 337,805 24
Chestertown Bank	467,754 19
Second National	690,546 46
Millington Bank	72,645 68
Centreville National	471,614 36
Queen Anne's National	189,426 72
Easternville Bank	172,591 67
Church Hill Bank	54,701 75
Queenstown Bank	96,819 56
Middletown (Citizens)	233,491 47
Middletown (People's)	140,908 51
Pocomoke City	261,256 26
Elkton National	900,116 97
Easton National	1,060,616 11

Hexamethylenetetramine

The above is the name of a German chemical, which is one of the many valuable ingredients of Foley's Kidney Remedy. Hexamethylenetetramine is recognized by medical text books and authorities as a uric acid solvent and antiseptic for the urine. Take Foley's Kidney Remedy as soon as you notice any irregularities and avoid a serious malady. Sold by all druggists of Chestertown; J. T. Powers, Millington, Md.

Maryland, Delaware & Virginia R. R. Co.

CHESTER RIVER LINE.
SCHEDULE
IN EFFECT OCTOBER 25th, 1909.

Steamer will leave Baltimore Pier 7 Light St. Wharf, Tuesday, Thursday and Saturday, at 8 a. m. weather permitting, for the following points:

Rock Hall, Queenstown, Bogles, Spaniard's Cliffs, Indiantown, Ashland, Quaker Neck, Becker's, Wilmers, Riverside, Ralph's, Piney Grove, arrive Chestertown 5.30 p. m.

Returning, steamer leaves Chestertown for Baltimore, Monday Wednesday and Friday at 8 o'clock a. m. see her permitting, stopping at all the above landings, arriving in Baltimore about 2.00 p. m.

Steamer will leave Baltimore, Pier 7 Light St., weather permitting, Monday and Friday at 6.0 p. m., stopping at Quaker Neck, Bogles, Ralph's, Chestertown, Buckingham, Rock Deep Landing, Crumpton.

Returning steamer will leave Crumpton weather permitting, for Baltimore, Tuesday and Saturday at 1.00 p. m., Chestertown 4.0 p. m. stopping at the above landings.

This time Table Shows the times at which steamers may be expected to arrive at and depart from the several wharves but their arrival or departure at the times stated is not guaranteed, nor does the Company hold itself responsible for any delay or any consequence arising therefrom.

WILLARD THOMPSON,
General Manager.

WURDOCH,
General Passenger Agent.
Baltimore October 18th, 1909.

Tolchester Company.

FALL SCHEDULE
Weather Permitting

SASSAFRAS RIVER LINE.
In effect October 23rd, 1909.

Mondays, Wednesdays and Fridays steamer will leave Fredericktown at 7 a. m., Betterton 8.15 a. m., Rock Neck 9.15 a. m., Gales 9.45 a. m. To chester 10.15 a. m., arriving in Baltimore about 2.00 p. m.

Tuesdays, Thursdays and Saturdays steamer will leave Baltimore at 2.45 p. m. for above landings. Does not stop at Rock Neck after Dec. 3rd, but does stop at Gales.

PORT DEPOSIT LINE
In effect October 23rd, 1909.

Mondays, Wednesdays and Fridays steamer will leave Baltimore 2.45 p. m. for Tolchester Betterton Havre de Grace and Port Deposit.

Tuesdays, Thursdays and Saturdays steamer will leave Port Deposit at 7 a. m., Havre de Grace at 7.30 a. m., Betterton at 8.45 a. m., Tolchester at 10.15 a. m.

For any other information apply to agents on wharves, or

TOLCHESTER COMPANY,
Pier 16 Light St., Baltimore Md.

Time grows short! Don't delay your Xmas Shopping

The Retail Merchants of Baltimore are paying the full round-trip fare to Baltimore and return for shoppers from this section who make purchases amounting to $20 or more from any of the following firms:

READ THESE



You may make all your purchases at one store or you may make your purchases from any number of different stores—just so your total purchases at the stores named amount to $20 or more, the Retail Bureau of the Merchants and Manufacturers' Association of Baltimore will refund your full round-trip fare to Baltimore and return, or will refund half your fare if you purchase $10 or more.

Department Stores

JOEL GUTMAN & CO.
112 to 122 North Eutaw St.

HUTZLER BROS. CO.
210 to 218 North Howard St.

LAUER'S
449 to 453 North Gay St.

BRAGER'S
Southeast Corner Eutaw and Saratoga St.

BERNHEIMER BROS.
Fayette St. Through to Lexington.

HOCHSCHILD, KOHN & CO.
Northwest Corner Howard and Lexington Sts.

EISENBERG'S Underselling Store
211 to 219 West Lexington St.

STEWART & CO.
Northeast Corner Lexington and Howard Sts.

THE LEADER
Southwest Corner Lexington and Howard Sts.

THE HUB
Northeast Corner Baltimore and Charles Sts.

Jewelry

CASTELBERG National Jewelry Co.
106 North Eutaw St.

Furniture, Carpets, Etc.

MINCH & EISENBREY
212 to 220 West Lexington St.

POLLACK'S
Northeast Corner Howard and Saratoga Sts.

GOMPRECHT & BENESCH
316 to 322 North Eutaw St.

GUSDORFF & JOSEPH
117 to 121 North Howard St.

Clothing, Etc.

ISAAC HAMBURGER & SONS
Northwest Corner Baltimore and Hanover Sts.

LIKES, BERWANGER & CO.
8 to 12 East Baltimore St.

NEW YORK CLOTHING HOUSE
102-104 East Baltimore St.

Shoes, Etc.

N. HESS' SONS
8 East Baltimore St.

L. SLESINGER & SON
106 North Charles St.

M. WYMAN
19 West Lexington St.

Pianos

WM. KNABE & CO.
Southwest Corner Park Ave. and Fayette St.

DIRECTIONS:

When you arrive in Baltimore, go to any of the stores named here and ask for a

SHOPPERS' CERTIFICATE

Have your name written on it, and at each store when you make purchases have the amount of your purchases stamped on the Certificate.

When through shopping, take your Certificate to the Retail Bureau of the Merchants and Manufacturers' Association, corner Baltimore St. and Hopkins Place, show your railroad or boat ticket to the secretary in charge, and your FULL ROUND-TRIP FARE WILL BE REPAID YOU if your total purchases at the stores printed thereon amount to $20 or more.

If your total purchases amount to $10 or more (but under $20), half your fare will be repaid you.

Rebate of fare is limited to 100 miles in any direction from Baltimore

SHOPPERS MUST APPLY IN PERSON WHILE IN BALTIMORE TO OBTAIN REBATES.

This offer of a free trip to Baltimore and return extends clear up to December 31st, 1909. It is made to prove to all by personal observation and experience the greater advantages Baltimore stores offer for shopping--greater--far, far greater, than any other stores offer anywhere else on this continent.

These facts stand undisputed

Baltimore stores sell the same goods at lower prices than any other stores in America.

Baltimore stores provide unsurpassed assortments in every line of desirable merchandise.

Baltimore stores are live, hustling, up-to-date, reliable, offering every convenience and advantage intelligent progressiveness can suggest.

MEMBERS OF RETAIL BUREAU OF THE MERCHANTS & MANUFACTURERS ASSOCIATION OF BALTIMORE FREE TRANSPORTATION FOR OUT-OF-TOWN SHOPPERS

Those of you who have not yet done so should come to Baltimore for a shopping tour now—AT ONCE—at the invitation and expense of the

Retail Merchants of Baltimore

This great opportunity for out-of-town shoppers is fostered and financially supported without the aid or support of the Merchants & Manufacturers' Association, or any member thereof except those of the Retail Bureau, consisting of the above firms.