LEWIN W. WICKES, ATTORNEY.

Order of Publication.

Emma C. Daddysman,
versus
John A. Blackiston, William T. Blackiston, Elizabeth Blackiston, Beulah Blackiston, Carmen Blackiston, Gloria Blackiston, 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 DeFuca, 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 said 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 adults 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 Alleghany county, Maryland, departed this life leaving a last will and testament, said will was duly admitted to probate in Orphan's Court of Alleghany county on the 4th of August, 1893, and an exemplified copy of said will has been duly recorded in the office of Register of Wills for Kent county, Maryland in Liber C. 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, Buelah, 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 payments 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 fixture 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, life tenant as aforesaid departed this life, that in accordance with the provisions of said will, James B. Wilson, Benjamin H. Coburn 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 only claim our 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 not 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 24th 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 aforedescribed 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.....	$ 2,946.89
John A. Blackiston.....	1,255.02
Rebecca J. Bantz.....	1,292.05
William T. Blackiston.....	255.80

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.

The Largest Individual Order Ever Placed

By the New England Conservatory of Music, Boston, Mass., with any factory was received by the House of Wm. Knabe & Co. for 30 HAINES BROTHERS PIANOS on July, 15, 1909, and the merits of this Piano justified the placing of this order. This statement was made by Mr. Ralph L. Flanders, manager of this Conservatory after placing the above-mentioned order.

It is not alone the enviable reputation of the House of Knabe, the irreproachable record of 73 years of piano selling, which warrants the unlimited confidence and preference of the public, but the fact that we handle, in addition to

THE KNABE
The World's Best Piano

other leading, lower-priced makes, each with its own individual points of excellence to recommend it—

THE HAINES BROS., - - THE ARMSTRONG,
MARSHALL & WENDELL, - - - THE FOSTER,
THE J. B. COOK

PIANOS AND PLAYER-PIANOS

ALSO SLIGHTLY USED PIANOS OF DEPENDABLE MAKES, WHICH CARRY OUR GUARANTEE.

UPRIGHT PIANOS $125 up

LIBERAL TERMS IF DESIRED.

Amounts as Small as $5.00 Down and $5.00 per Month Accepted in Payment.

WM. KNABE & CO.

Park Ave. and Fayette St. Baltimore.

C. A. NIGHTENGALE, Local Representative.

THE Iowa Supreme Court handed down a decision this week holding that a private business concern under the Iowa statute can legally refuse to serve a negro.

Susie Brwon, a negress, sued the J. H. Bell Coffee Company for $1,000 damages because she was refused a cup of coffee at a pure-food show in Des Moines a year ago. In the lower court she won, but the Supreme Court reversed the decision, holding that the Bell company, being a private concern, had the right to refuse anyone it wished, even though the person had paid an admission fee at the door.

THE following new books have been received by the Chestertown Public Library:

Set in Silver—C. N. and A. M. Williamson.
A Certain Rich Man—William Allen White.
Poppea of the Post-Office—Mabel Osgood Wright.
Marriage a la Mode—Mrs. Humphrey Ward
The White Sister.—F. Marion Crawford.
Truxton King—George Barr McCutchern
Jonathan and David—Elizabeth Stuart Phelps
The Silver Horde—Rex Beach.
The Goose Girl—Harold Mac Grath.
Quincy Adams Sawyer—Charles Felton Pidgin.
Romance of a Plain Man—Ellen Glasgow.
Walled In—Elizabeth Stewart Phelps.

Foley's Honey and Tar cures coughs quickly, strengthens the lungs and expels colds. Get the genuine in a yellow package. Sold by all druggists. J. T. Power, Millington, Md.

THE fine little pony and outfit belonging to Master Wilbur Hubbard has been sold to Baltimore parties for $175.

Mrs. Louise Hite, 428 Outlen St., Danville, Ill., writes, October 1st: "Foley's Kidney Pills started me on the road to health. I was treated by four doctors and took other kidney remedies but grew worse, and was unable to do my housework, and the doctor told me I only could live from two to six months. I am now so much better that I do all of my own work, and I shall be very glad to tell any one afflicted with kidney or bladder trouble the good results I received from taking Foley's Kidney Pills." Commence today and be well. Do not risk having Bright's Disease or Diabetes. Sold by all druggists. J. T. Power, Millington, Md.

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 yon 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.

ROCK HILL OUTCLASSED

Mike Thompson's Boys Play Great Ball at Chestertown.

With Noonan, Gilmore and Jump, of the regular eleven out of the game Washington College defeated Rock Hill College Saturday, by the score of 31 to 0.

During the second half Crouch the clever left end, was also out of the game so that Washington had to draw largely on her substitutes. Bauby, Ciminera, Cross, Wallace and Knotts, however, did well, and Rock Hill found herself outclassed.

The ball was in Rock Hill's territory most of the time, but occasionally with an inside kick or forward pass she managed to gain her yards. Captain Turner played a fast game, and behind excellent interference made many long runs.

For Rock Hill Fuccy, at full, kicked well and at times got off for good runs but Washington showed her ability to score almost at will. The line-up:

Washington.	*Position.*	*Rock Hill.*
Crouch, Ciminera	Left end	Dalton
Gibson	Left tackle	Sarhman
Jones	Left guard	Long
Johnson	Center	Fuherty
Greenlee	Right guard	Frikas
Maddox	Right tackle	Hinchman
Bauby-Cross	Right end	Gubley
Meegan	Quarterback	Benits
Turner	Right halfback	(capt.) Collins
Knotts, Wallace	Left halfback	Dunn
Porter	Fullback	Fuccy

Referee—Mr. Vickers. Umpire—Mr. Massey. Time of halves—25 and 20 minutes. Touchdowns—Washington, 3. Goals—Washington, 2. Safeties—Rock Hill, 2.

Children Cry
FOR FLETCHER'S
CASTORIA

If the Egg Sac of the Hen is not supplied with pure, rich blood, the Embryotic eggs it contains cannot develop properly. Fairfield's Blood Tonic and Egg Producer purifies the blood and furnishes it with the materials from which eggs are made. Sold under written guarantee by dealers named in advertisement on page 1.

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 11 a. m. weather permitting, for the following points:

Rock Hall, Queenstown, Bogles, Spaniard's, Cliffs, Indiantown, Ashland, Quaker Neck, Booker's, Wilmers, Riverside, Relph'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., weather 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 6.00 p. m., stopping at Quaker Neck, Booker's, Rolph's, Chestertown, Buckingham, Sprys, Deep Landing, Crumpton.

Returning steamer will leave Crumpton, weather permitting, for Baltimore, Tuesday and Saturday at 1.00 p. m., Chestertown 4.00 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 arrivals or departure at the times stated is not guaranteed, nor does the Company hold itself responsible for any delay or any consequences arising therefrom.

WILLARD THOMPSON,
General Manager.

T. MURDOCH,
General Passenger Agent.
Baltimore October 18th, 1909.

Tolchester Company.

FALL SCHEDULE

(Weather Permitting.)

SASSAFRAS RIVER LINE.

In effect October 2nd, 1909.

Mondays, Wednesdays and Fridays steamer will leave Fredericktown at 7 a. m., Betterton 8.15 a. m., Buck Neck 9.10 a. m., Gales 9.45 a. m., Tolchester 10.15 a. m., arriving in Baltimore about 12.30 p. m.

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

PORT DEPOSIT LINE.

In effect October 2nd, 1909.

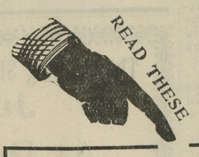
Mondays, Wednesdays and Fridays steamer will leave Baltimore 2.45 p. m. for Tolchester, Betterton, Havre de Grace and Port Deposit.

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.

Do Your Christmas Shopping In Baltimore . . . . Do It NOW!



Your fare to Baltimore and return will be paid by the Retail Merchants of Baltimore if you make purchases amounting to $20 or more from any of the following firms:

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 where 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

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 Sts.

BERNHEIMER BROS.
311 to 317 West Lexington St.

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

EISENBERG'S UNDERSELLING STORE,
213 to 219 West Lexington St.

STEWART & CO.
Northeast Corner Lexington and Howard Sts.

THE LEADER
Southwest Corner Lexington and Howard Sts.

Jewelry

CASTLEBERG NATIONAL JEWELRY CO.,
106 North Eutaw St.

Pianos

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

Furniture, Carpets, Etc.

MINCH & EISENBREY
212 to 220 West Lexington St.

POLLACK'S
Northeast Corner Howard and Saratoga Sts.

GOMPRECHT & BENESCH
316 to 320 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.

THE HUB
Northeast Corner Baltimore and Charles Sts.

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.

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.

The Baltimore stores are now aglow with Christmas gift-things of every sort---the beautiful, the useful, the entertaining. Brilliant displays of holiday stocks are seen on every hand. Wonderfully varied are these displays---enchanting to see, full of helpful suggestions and comprising every line of merchandise that is interesting to the public at this joyously-bustling Christmas-shopping time. Come to Baltimore, roam through the various stores and make your selection of gift-things now, when the stocks are largest, freshest and most diversified.

These free trips continue throughout November and December, clear up to December 31, 1909. Come any day you choose, but it is best to make your shopping trip as soon as possible.

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

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.

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