

ABOUT SHERIFF'S OFFICE

Attorney General Says Appointment Only Until Next General Election.

Columbia, May 16.—In an opinion rendered to Governor Manning today, Thomas H. Peoples, Attorney General, takes the position that in filling the unexpired term of office of a sheriff of a county, the appointment by the Governor cannot extend beyond the next general election. The opinion follows:

"Regarding your recent verbal request for an opinion as to whether or not an appointment can be made to fill a vacancy in the office of sheriff until the next general election in the county where the appointment is to be made, I beg to say that section 281 of the Code of Laws of South Carolina, 1912, reads as follows:

"In the event of a vacancy at any time in any of the offices of any county of the State, whether from resignation, disqualification, refusal or neglect to qualify, or the expiration of the term of office, removal from the county or from any other cause, the Governor shall have full power to appoint some suitable person, who shall be an elector of the county, and who shall be entitled to enter upon and hold the office to which he has been appointed if it be an elective office until the next general election, when an election shall be held to fill the unexpired term, and the officer so appointed or selected shall hold said office for the term of said election or appointment, and until his successor shall qualify and if it be an office which was filled originally by appointment until the adjournment of the General Assembly at the regular session next after such appointment, and shall be subject to all the duties and liabilities incident to said office during the term of his service therein."

"Section 1137 of the same volume reads as follows:

"In the event that a vacancy shall at any time occur in the office of sheriff in any county in this State, whether from death, resignation, disqualification, or other cause, the Governor shall have full power to appoint some suitable person who shall be an elector of such county, and who upon duly qualifying, according to law, shall be entitled to enter upon and hold the office until the next general election for county sheriffs, and shall be subject to all the duties and liabilities incident to said office during the term of his service in said office."

"It appears conclusively from the section first quoted that an appointment could not be made which could extend beyond the next general election. This section was originally amended by the General Assembly in 1862 and subsequently in 1870 and thereafter amended twice, once in 1877 and again in 1878.

"While there seems to be a slight conflict in the terms of these two sections, I am of the opinion that when construed in the light of the opinion rendered by the Supreme Court in the case of State vs Singleton, 100 S. C. 408, they can be reconciled. In this case the court had the following to say:

"When an office is made elective by the Constitution and a vacancy arises, the Governor cannot fill it by appointment, except temporarily, unless the Constitution gives him such power. And there is no such provision in the Constitution, as to the office of sheriff."

"If the Legislature had attempted to empower the Governor to appoint for a term extending beyond the next general election after the office became vacant, such a statute would contravene the provisions of the Constitution in two respects.

"It would be an attempt to make an office elective which the Constitution declared to be elective; and it would be an attempt to change the term of office, as the appointment for an unexpired term of office would necessarily be less than four years, but the term of office would be four years.

"It would be against the letter, as well as the spirit, of the Constitution in that the Governor's appointment of an elective office should continue for a term after the vacancy had occurred in the manner contemplated by the Constitution, to wit: By an election, expressing the choice of the electors of the circuit.

"By reference to the Constitution, I find no provision that gives the Governor power to appoint for a term extending beyond the first general election after the office becomes vacant. The Constitution, section 30, Article V, fixes the term of office of sheriffs at four years and until their successors shall have been elected and qualified."

"It is a well settled principle of law that courts will construe together and give such construction to legislative provisions as will give them force and effect.

"In view of the opinion, therefore, that the General Assembly in adopting section 1137 of the code, wherein they expressed their intention that the appointment until the next general election for county sheriffs, did not intend to fix the time for the sheriff to take office different from that fixed by the Constitution. That intention necessarily was intended by the General Assembly to mean that the Governor should have the right to appoint a sheriff in case of vacancy until the next general election in that county for State and County officers, and which time the Sheriff could and would be elected for the full term of four years."

W. J. Cormack.

Heavy Rain at Florence.

Florence, May 16.—This city and county has been visited by torrential rains during the last forty-eight hours, which have done great damage to crops, stock and truck. The rainfall has been heavier than in the memorable flood of 1916, and Florence has been practically under water for twenty-four hours, and only this afternoon has there been a break in the rainfall.

A 20,000-ton Austrian battleship has been sunk near the naval base of Pola by Italian naval forces.

COOPER'S POLITICAL VIEWS

Paramount Issue is Unstinted Support of Administration.

Columbia, May 15.—R. A. Cooper, candidate for governor, was in the city yesterday to attend the State Democratic convention.

The county convention of Laurens, as an expression of its confidence, unanimously elected Mr. Cooper as a delegate to the State convention and also passed a resolution endorsing his candidacy for governor.

When seen at the Jefferson Hotel Mr. Cooper talked freely of the political situation. He has given very little attention to political meetings up to this time, having been until about six weeks ago chairman of the local board of Laurens County, and since that time he has been in charge of the field work of the third Liberty loan campaign.

When asked if he cared to say anything for publication Mr. Cooper replied: "I have been before the people of the State as candidate for governor in two previous campaigns, and I feel that they know my general attitude toward all public questions. I have always taken the position that a candidate for public office should be measured by his fitness for public service. I have never sought nor desired to win office or promotion of any kind by any other standard. I shall ask the people for their support upon my record as a public servant, and upon their estimation of my fitness to serve them in the high office to which I aspire."

"I shall not assume responsibility nor claim credit for the acts of any person, neither shall I seek to profit by the shortcomings or mistakes of others. I am responsible for my own conduct, and if elected I shall not be committed to any policies except those which I honestly believe to be for the best interest of the people of the State."

"What, in your opinion, will be the issues of the campaign?" Mr. Cooper was asked.

"I have stated heretofore that the one paramount issue until the end of the present war is the unstinted support of the national government if elected governor. It shall be my purpose to cooperate to the fullest with the administration at Washington in its war measures. While this issue is paramount for the time being, there are other questions which should be considered. The American government entered this war as a protest against war. We desire a permanent peace based upon justice. It is the part of wisdom to prepare for war in time of peace; it is also a part of wisdom to prepare for peace in time of war. I shall therefore urge that we increase strength and broaden our educational facilities as a means of preparation for the day of victory and peace which we confidently expect our soldiers to win upon the field of battle. Our educational work must be broad enough to safeguard the social and moral welfare of our people, and it must be strong enough to prepare them for the various and varied problems to be solved."

"I believe our compulsory attendance law should be so amended, with proper provision for its enforcement, as to secure to all our children benefits which are their birthright. We can not any more afford to neglect this matter than we can afford to lose the present war. The government is calling to the colors the very flower of our young manhood to fight the nation's battles. This service is compulsory. The State and nation in the very near future will need the very best service from its citizenship in making secure the peace of the world and the preparation for this service should, in my opinion, likewise be compulsory."

"I would like to state also that I favor development of the present State warehouse system, to the end that marketing as well as storage facilities may be provided for our agricultural products. Our farmers are now getting high prices, but there is no reason to hope that this condition will continue indefinitely. In this connection I wish to state that I am in full accord with the act of the legislature providing teaching of agriculture as a part of our school work, and I shall urge the extension of this work together with vocational training as a part of our public school system."

Fourteen persons were killed and more than forty others were injured when Entente Allied airplanes raided Cologne on Saturday, according to a dispatch from Amsterdam. Six Allied aviators participated in the attack. Much damage was done in the center of Cologne, especially in the market place.

ADMINISTRATOR'S NOTICE

All parties indebted to the estate of Truman Wood, deceased, are hereby notified to make payment to the undersigned, and all parties, if any, having claims against the said estate will present them duly attested within the time prescribed by law.

TOM WOOD,
Administrator.
Camden, S. C., May 17th, 1918.

CITATION

State of South Carolina,
County of Kershaw.

By W. L. McDowell, Esquire, Probate Judge.

Whereas, W. C. Butler made suit to me to grant him Letters of Administration of the Estate of and effects of J. W. Butler.

These are, therefore, to cite and admonish all and singular the kindred and creditors of the said J. W. Butler, deceased, that they be and appear before me, in the Court of Probate, to be held at Camden, S. C., on May 28th, next after publication thereof, at 11 o'clock in the forenoon, to show cause, if any they have, why the said administration should not be granted.

Given under my hand, this 13th day of May, A. D. 1918.

Published on the 24th day of May 1918, in the Camden Chronicle and posted at the Court House door for the time prescribed by law.

W. L. McDowell,
Judge of Probate for Kershaw County.

J. W. Hendrix and Morris and Company, both of Pickens, have been ordered to suspend business for one week beginning May 20 for unjustifiable rejection of two shipments of potatoes consigned to them. They were ordered to pay the shipper of these potatoes the full value thereof and to handle the goods.

NOTICE OF SALE

State of South Carolina,
County of Kershaw.

Notice is hereby given that I will offer for sale to the highest bidder, for cash, before the place of business of G. B. King & Sons, at Beattie, S. C., on Saturday May 25th, 1918, at eleven o'clock in the forenoon, the following described personal property, to wit: One Buick roadster automobile.

The property being sold to satisfy claim of G. B. King & Sons, for storage.

M. G. King,
For G. B. King & Sons.

TAX EXECUTIONS

Under and by virtue of various tax executions issued by D. M. McCaskill, County Treasurer, and directed to the Sheriff of Kershaw County I have levied upon the tracts of land below described all situate in Kershaw County, S. C., and will offer the same for sale in front of the Court House door in Camden, S. C., during the legal hours of sale on the first Monday in June 1918, being the third day thereof.

I lot, just north of the City limits of Camden, in School District No. 1, bounded North by lands of Alice Boykin; East by land of Rufus Gaskin; South by lands of Thos. Cantey and West by lands of Alice Boykin. Levied upon and to be sold as the property of Tabitha Dye for the years 1915 and 1916.

ALSO

One lot of land and three buildings in City of Camden, fronting 170 feet west on Mill Street and extending back east to a uniform width to a depth of 307 feet, bounded north by premises of Montgomery; east by property formerly of Henry Savage; south by lot formerly of B. G. Workman; west by Mill Street. Levied upon and to be sold as property of Shoon Brothers for taxes for 1916.

ALSO

One lot and building in City of Camden, bounded north by lot of Luther Motte, east by Campbell street south by lot of Celia Robinson, west by Campbell street. Levied upon and to be sold as the property of Fenben Benson for taxes for 1916.

ALSO

One lot and building in City of Camden, bounded north by lot of Jenkins, east by T. J. Arrants, south by Thos. Duren and west by Broad street. Levied upon and to be sold as the property of Nannie Benson for 1916.

ALSO

One lot and building in City of Camden, bounded north by a road separating from lot of West Brooks, east by Campbell street, contained, west by lot of Annelia McLaughlin. Levied upon and to be sold as the property of Matilda Miller.

ALSO

One hundred acres in District No. 2, DeKalb township, bounded north by Black River public highway, east by lands of Carter, South by lands of Halley's, west by lands of T. H. Davis. Levied upon and to be sold as the property of W. S. and J. M. Davis for taxes for 1915 and 1916.

I. C. HUGHES,
Sheriff Kershaw County,
May 16, 1918.

SUMMONS FOR RELIEF.

State of South Carolina,
County of Kershaw.

Court of Common Pleas.

Summons for Relief.

Mrs. Lottie E. Hinton, in her own right and as guardian ad litem for Robert Miles, minor, Plaintiff,

against

Adolphus K. Rose, John W. Miles, and National Loan and Exchange Bank, successor to Central National Bank, Defendants.

To the Defendant Above named:

You are hereby summoned and required to answer the complaint in this action of which a copy is herewith served upon you, and to serve a copy of your answer to the said complaint on the subscribers at 1207 Washington Street, Columbia, S. C., or in Camden, S. C., within twenty days after the service thereof, exclusive of the day of such service; and if you fail to answer the complaint within the time aforesaid, the plaintiffs in this action will apply to the Court for the relief demanded in the complaint.

J. HUGHES COOPER,
Columbia, S. C.,
M. M. JOHNSON,
Camden, S. C.,
Plaintiffs' Attorneys.

May 1st, 1918.

To the defendant, John W. Miles, take notice that the Complaint in this action was filed in the office of the Clerk of Court for Kershaw County, this 16th day of May, 1918.

J. HUGHES COOPER,
Columbia, S. C.,
M. M. JOHNSON,
Camden, S. C.,
Plaintiffs' Attorneys.

FINAL DISCHARGE

Notice is hereby given that one month from this date, on Friday, June 7th, 1918, I will make to the Probate Court of Kershaw County my final return as Executor of the estate of J. S. Trantham, deceased, and on the same date I will apply to the said Court for a final discharge from my trust as said Executor.

CARRIE E. TRANTHAM,
Executrix.
Camden, S. C., May 6th, 1918.

Final Discharge and Notice to Debtors.

Notice is hereby given that one month from this date, on Friday, May 31st, 1918, I will make to the Probate Court of Kershaw County my final return as Administrator of the estate of Mrs. Dean Duffin, deceased, and on the same date I will apply to the said Court for a final discharge as said Administrator.

All parties, if any, having claims

against this estate will present them duly attested on or before that date or be forever barred.

W. C. TWITTY,
Administrator
Camden, S. C., May 2, 1918.

CITATION

State of South Carolina,
County of Kershaw.

By W. L. McDowell, Esquire, Probate Judge.

Whereas, John D. Brewer made suit to me to grant him Letters of Administration of the Estate of and effects of Lavina E. Brewer.

These are, therefore, to cite and admonish all and singular the kindred and creditors of the said Lavina E. Brewer, deceased, that they be and appear before me, in the Court of Probate, to be held at Camden, S. C., on May 29th next after publication thereof, at 11 o'clock in the forenoon, to show cause, if any they have, why the said Administration should not be granted.

Given under my hand, this 15th day of May, A. D. 1918.

W. L. McDowell,
Judge of Probate for Kershaw County.

FINAL DISCHARGE

Notice is hereby given that one month from this date, on Friday, June 14th, 1918, I will make to the Probate Court of Kershaw County my final return as Administrator of the estate of Margaret J. Holland, deceased, and on the same date I will apply to the said Court for a final discharge as said Administrator.

ISAAC F. HOLLAND,
Administrator
Camden, S. C., May 14th, 1918.

NOTICE OF REFERENCE

State of South Carolina,
County of Kershaw.

In the Court of Probate.

Reina Meek as Administratrix of the estate of John E. Meek, deceased, Plaintiff,

against

Clarence E. Meek, Jennie E. Meek, Minnaugh Meek, Glasgow S. Meek, Donwith Meek, Jimmie L. Meek, Hilda M. Meek, Hattie E. Meek, H. L. Schlosburg and Joseph Shebeen, Defendants.

Notice is hereby given that a reference will be held at the office of the Judge of Probate for Kershaw County at 12 o'clock on Monday, May 27th, 1918, for the purpose of proving claims on the part of creditors against the estate of John E. Meek, deceased.

W. L. McDowell,
Judge of Probate Kershaw County,
Dated at Camden, S. C., May 9th, 1918.

PROBATE COURT SALE

State of South Carolina,
County of Kershaw.

In the Court of Probate.

Reina Meek as Administratrix of the estate of John E. Meek, deceased, Plaintiff,

against

Clarence E. Meek, Jennie E. Meek, Minnaugh Meek, Glasgow S. Meek, Donwith Meek, Jimmie L. Meek, Hilda M. Meek, Hattie E. Meek, H. L. Schlosburg and Joseph Shebeen, Defendants.

Under and by virtue of a decree in the above case bearing date April 18th, 1918, I will offer for sale to the highest bidder in front of the Court House door in the city of Camden, County of Kershaw and State of South Carolina, during the legal hours of sale on the first Monday in June, 1918, being the 3rd day thereof, the following described real estate:

All that lot of land situated on the east side of Church street of the City of Camden in the county of Kershaw in the State of South Carolina and having a frontage on Church street of one hundred thirty two (132) feet, thirty nine (39) feet on the northern end of the said frontage extends back eastwardly to a uniform width of Thirty Nine (39) feet to a depth of Two Hundred Sixty Four (264) feet, half way of said square (264) feet, half way of the southern end of said lot extends back eastwardly to a uniform width of Thirty Three (33) feet to a depth of Two Hun-

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and Sixty (264) feet, half way of said square. The remaining middle portion of said frontage of said lot, Sixty (60) feet, extends back eastwardly to a uniform width of Sixty (60) feet to a depth of Three Hundred Sixty Nine (369) feet. Said lot is bounded on the north by property formerly of W. J. Dunn, P. H. Wittkowsky and others, now of A. J. Beattie, on the east by property formerly of W. J. Dunn and P. H. Wittkowsky, now of A. J. Beattie, and property of W. J. Dunn and I. A. Wittkowsky, and by property of said John E. Meek, on the south by property of John E. Meek and others, and on the west by Church street.

Terms of sale cash. Purchaser to pay for papers.

W. L. McDowell,
Judge of Probate Kershaw County,
Camden, S. C., May 9th, 1918.

PROBATE COURT SALE

State of South Carolina,
County of Kershaw.

In the Probate Court.

H. A. Rabon, Dammie Rabon, as Administrators of the estate of A. W. Rabon, deceased, and individually, Plaintiff,

against

William Rabon, Jimmie Rabon, Minnie Bartfield, Maggie Rabon, Eddie Rabon, Dammie Rabon, Fannie Ford, Leonard Rabon, Leslie Rabon, Gertrude Rabon, Eva Rabon, Alice Rabon, Henry Rabon, Anna Belle Rabon, and Katie Rabon, Defendants.

Under and by virtue of a decree of the Probate Court for Kershaw County in the above entitled action, I will offer for sale at public outcry before the Court House door in Camden, S. C., to the highest bidder, within the legal hours of sale, on the first Monday in June next, being the 3rd day thereof, the following described tracts of land:

All that tract containing in the aggregate 174 acres, more or less, in the State and County above set forth and on the Western side of the Wateree River about 12 miles from the City of Camden, composed of the following parcels:

One tract containing one hundred fifty (150) acres, more or less, bounded on the North by lands of

Bauskett, formerly of J. K. Smith and J. A. Rabon, South by land of A. B. Rabon and the public road known as the Smyrna road, on the West by lands of the estate of Joshua Jackson.

One other tract containing Eleven and one-half (11 1/2) acres, more or less, bounded on the North by land now or formerly of Austin Arledge, East by land of J. A. Rabon, South by plantation road and by lands of D. H. Hayes, and on the West by land of A. W. Rabon.

Also one other tract containing twelve (12) acres, more or less, and bounded on the North by land of Jas. A. Rabon on the East by Camden Road on the South by Smyrna road and on the West by lands of James A. Rabon.

The said tract of land is covered by mortgage held by Eva Rabon. Said three parcels to be all sold as one tract.

All that tract of land containing 114 1/2 acres, more or less, in the State and County above set forth, lying on the South side of the road from Ridge-way to Camden, bounded as follows: North by said road, South and East by lands of Maggie Rabon and on the West by lands formerly of the estate of A. W. Rabon and by parcel allotted to Alice Rabon by way of dower in the estate lands of A. W. Rabon, deceased.

All that parcel containing 25 acres on the East side of Camden Longtown Road, bounded North and East by lands of Smith, South by lands of Ed. Bartfield, West by the Camden Longtown Road.

All that parcel containing 6 acres, more or less, on the Western side of the Camden Longtown Road, bounded North by lands of Richard Wood, East by the said road, South by lands of J. L. Hinson, formerly William Rabon, West by lands of Wood and J. L. Hinson. A portion of said parcel of land is subject to a lease in the life and in favor of Ellen Kelly and a portion of the same to a lease to the Farmer's Union for a period of 14 years.

Terms of sale cash. Any one desiring to bid at said sale shall first deposit with the Probate Judge, a certified check or cash for not less than \$100.00 as an evidence of good faith.

W. L. McDowell,
Probate Judge for Kershaw County,
Camden, S. C., May 14th, 1918.

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