ARCHIBALD C. HAYNES BROKE

FAMOUS EQUITABLE AGENT GOES INTO BANKRUPTCY.

The Equitable Has a Claim Against Him for Between $700,000 and $800,000—$176,621 of Liabilities Besides—Was President of Mutual Reserve.

Archibald C. Haynes, the well known life insurance agent, who was with the Equitable for many years, and was president of the Mutual Reserve Life when it went into the hands of receivers in February, has filed a petition in bankruptcy. His liabilities are $176,621, exclusive of the claim against him of the Equitable Life, which is estimated at between $700,000 and $800,000. His assets consist of cash on hand, $2.50; cash in two banks, $14.72; 489 shares common stock and 56 shares preferred stock of the United States Cash Sales Company, value unknown; a claim against the Equitable Life for $100,000 for alleged breach of contract, suit pending; any right to receive commissions from the above society after all liens are paid, right in notes aggregating $150,000 in the hands of the same society; rights in policies assigned as collateral security, and rights to renewal commissions from the Union Central Life Insurance Company.

In a statement put in the schedules Mr. Haynes said that the claim of the Equitable Life against him represents advances made to him by the society during his connection with it and prior to August, 1905, advances to his subagents or employees. The society holds as security for the repayment of such sums all renewal commissions of Mr. Haynes and his former subagents and up to the amount of the personal indebtedness of the subagents, except as to insurance written prior to 1896.

There are specific liens filed with the society by other creditors of Mr. Haynes aggregating $75,000 on renewal commissions for insurance prior to 1896. The total amount of the renewal commissions is not known but is estimated at $400,000. They will not all accrue until 1924, but the amount accruing each year will be lessened by lapses, &c. In addition to this security the Equitable has other security consisting of assignment of any equity in notes or obligations given by various persons in payment of premiums aggregating $150,000; notes and obligations pledged with the Equitable aggregating $100,000, and personal obligations of former subagents aggregating $80,000.

Among the secured creditors are Reginald L. Hart, Philadelphia, $45,000, and $10,000 additional which is unsecured; Cumberland National Bank of Bridgeton, N. J., $16,727, and $2,150 unsecured; Merchants Exchange National Bank, $4,250; A. M. Daniels, $14,500; I. B. Henderson, $8,000; Laura E. Kimble, $9,500; Minna Gales Haynes, $6,000, and estate of L. P. Tucker, Boston, $1,928. They are secured by life insurance policies of Mr. Haynes and other persons and liens against renewal commissions. He owes Edward Lauterbach $50. Mr. Haynes came to New York from Philadelphia in 1890.

WILLIAM GOW'S TRIAL.

His Lawyer Gets It Transferred to the Supreme Court.

The case of William Gow, who is under indictment for grand larceny in connection with the manipulation of the funds of the Borough Bank, will be tried by a Justice and jury in the Supreme Court in Brooklyn. Motion to have the proceedings transferred from the County Court to the Supreme Court was heard by Justice Marean in Special Term yesterday. Although the motion was not granted, Justice Marean said that he would see that the case came before the Supreme Court. He gave Gow's lawyers until Monday to submit additional affidavits.

The motion was strenuously opposed by Assistant District Attorney Robert H. Elder on the ground that it was made for the sole purpose of delaying the case. He maintained that no favors should be shown Gow which would not be granted to any other person accused of being a thief. He declared that Judge Dike of the County Court was as conversant with the banking laws as any Justice on the Supreme Court bench, and denounced the reflection made on the ability of Judge Dike in the affidavit filed by Gow's attorney.

In the absence of Martin W. Littleton Isaac R. Oleand appeared for Gow. He argued that the great notoriety which the case has attained and the serious legal questions involved warranted the granting of the motion.

ASKED A COP TO SHOOT HIM.

Princeton Student Whose Auto Killed a Man Did That—Accident Unavoidable.

TRENTON, N. J., April 23.—A coroner's jury to-day returned a verdict holding that an unavoidable accident was responsible for the death of Charles Balligum, who was killed late last Saturday night by an automobile containing three Princeton students and three young women.

Patrolman William Sandhoff, who saw the accident, testified that the car was not travelling at a high speed when the driver turned out of the street car tracks onto a slippery pavement, which caused it to skid and finally to run into a house, in front of which Balligum was walking.

The policeman said that after the accident Corwin C. Nichols, the owner and driver of the car, asked him to shoot him. Nichols is under $1,000 bail for a hearing next Saturday. He was not at the inquest, and it is said that he is confined to his room in Princeton in a condition bordering upon nervous prostration.

Sandhoff said all the students had been drinking, but Nichols was not intoxicated. One of the other two was, but the policeman could not say which one. The other students were Winfred C. Adams and Walter C. Horton. They both declared that the car was not run fast and that Nichols was always a careful driver.

GOVERNMENT'S PAPER INQUIRY.

Federal Grand Jury Here Examines Two More Witnesses.

Neither United States District Attorney Stimson nor Assistant District Attorney Wise would make any statement concerning the proceedings yesterday before the Federal Grand Jury relative to the investigation of the paper manufacturers. It is known that some testimony was taken concerning the affairs of the Fibre and Manila Paper Manufacturers Association, the members of which, it is alleged, are doing business under what is known as the "Parks pooling plan," which, the Government believes is in violation of the provisions of the Sherman anti-trust act. Two witnesses were examined, one of whom was said to be a wrapping paper manufacturer of Chicago and the other a manufacturer of northern New York.

JAPANESE SAY GOOD-BY.

Tall Buildings and Pretty Girls Their Impression of New York.

The Japanese tourists who are going round the world left here yesterday on the steamship Cedric. K. Sugimura of the *Asahi Shunbun* talked for the party just before the steamer started. He said:

"What impressed us most in this city was the high buildings and the pretty girls. Nowhere in the world are there so many pretty girls as here, not even in Japan. You see them everywhere, on the street, in the shops, the restaurants and offices. The New York girls are very modest. They are frank, candid and wholly free from affectation. In this respect they differ from their sisters across the water."

The tourists will spend ten days in England and then travel through Europe and go on their way to the Far East.

Herbert E. Shaw, Bankrupt.

BOSTON, April 23.—Herbert E. Shaw of Wales, Mass., a woollen manufacturer, filed a petition in bankruptcy to-day. His liabilities are $108,372 and his assets $3,358.

SUES STANDARD OIL MEN.

West Virginian Wants $1,803,939 Lost in a Railroad Deal.

T. Moore Jackson of Clarksburg, W. Va., has brought a suit in the Supreme Court in this county against H. H. Rogers, George A. Burt and Alfred C. Bedford, prominent in the Standard Oil Company, to recover from them a sum which with interest amounts to $1,803,939.

Papers were filed in the suit yesterday after the defendants had been served.

It is contended by Mr. Jackson that the amount mentioned represents the loss he sustained in a railroad deal in West Virginia The railroad was the West Virginia Short Line, which Jackson says he organized in 1897 and which had had surveys made for a line to run between Mr. Rogers's Ohio River Railroad and the West Virginia Central, owned by the B. & O. Mr. Jackson says that by misrepresentations Mr. Rogers and his associates got him to surrender control of this road and to embark in large enterprises that were to feed it with freight and then sold it to the Baltimore and Ohio, with which Jackson had intended it to compete, with the result that his property depreciated, his creditors came down upon him and he was virtually wiped out.

Jackson says in his complaint that he was the president and chief stockholder of the West Virginia Short Line and that it was conceived and organized in 1897 for the avowed and published purpose of competing with the Baltimore and Ohio, which had refused to give Jackson the freight facilities he wished for his coal lands After paying $40,000 for surveys and entering into a contract for the construction of the road he secured options and rights to more coal lands along the projected line of the road, the investments amounting to more than $310,000, a large part of which was borrowed, his credit then being good.

He has since learned, he says, that Mr. Rogers and the Standard Oil interests had been trying for a long time prior to January, 1907, to sell their Ohio River Railroad to the Baltimore and Ohio, but the Baltimore and Ohio had refused to buy, one reason being that Mr. Rogers's road had no connection with their lines and traversed no coal fields. It was in order to effect this sale, the complaint says, that Mr. Rogers and his associates conceived the plan of getting the West Virginia Short Line and by threatening competition forcing the Baltimore and Ohio to buy their road. Jackson says that Rogers told him the road would be operated independently for twenty years, but when he turned over the stock sold out to the B. & O.

R. J. Donovan is attorney for Jackson.

John T. Dooling, Mr. Rogers's lawyer, refused to discuss the suit yesterday.

GROUNDS FOR THAW'S PLEA.

He Declares He Isn't Insane and Is Unlawfully Held in the Asylum.

POUGHKEEPSIE, April 23.—The papers in the habeas corpus proceedings brought to free Harry K. Thaw from the Matteawan State Hospital were filed to-day in the Dutchess County Clerk's office. They disclose in part the reasons which Thaw's attorneys will urge upon Supreme Court Justice Morschauser as sufficient for their client's discharge.

A point on which much stress is laid is that Thaw's commitment was illegal, inasmuch as the court order on which it was based does not conform to the terms of section 454 of the Code of Criminal Procedure, which defines the action to be taken in such cases.

Regarding Thaw's sanity it is alleged in his behalf that it has never been made the subject of a judicial proceeding, that he has never been heard by any court of justice thereof as to his sanity, that no examination of him was made and that no evidence was taken to ascertain his condition.

Thaw, it is alleged, was sane when he was committed, and might be properly released from custody without danger to the public peace or safety. It is further contended on Thaw's behalf that his commitment was in violation of the Constitution of the State, inasmuch as he has been deprived of his liberty without due process of law and is denied equal protection of the law.

The typewritten statement in which the reasons why the petitioner should receive his liberty are set forth is signed by Thaw.

Acting Superintendent Baker of the asylum for the criminal insane at Matteawan called on District Attorney Jerome yesterday with reference to the application for the discharge of Thaw from the asylum. Mr. Jerome gave some information and documents to Mr. Baker, and it was announced that Mr. Jerome would oppose the release of Thaw.

At the first trial Mr. Jerome said that he believed Thaw was insane, and he had about a dozen experts make affidavit that Thaw was a paranoiac, incurably insane and dangerous to be at large. One of the doctors who made such an affidavit was Dr. Ferris, chairman of the State Lunacy Commission, which will probably have something to say about Thaw's release.

FOUGHT WITH GAGE TARBELL.

Row in Flatiron Building Carried to Court and Called a Draw.

Magistrate Barlow was the referee in the Jefferson Market court yesterday morning of a fist fight which took place on Saturday in the office of the Garden City Estates, on the third floor of the Flatiron Building, between Gage E. Tarbell, president of the company, and Joseph Johnstone, one of his agents. Mr. Tarbell, who was summoned to court by his agent on a charge of assault, got the ear of the Court first.

"I was talking to Mr. Johnstone in my office," he said, "when Mr. Hancock, who is here now, sent in his card. I asked Mr. Johnstone to step into an adjoining room and wait for me. He declared emphatically that he would not go. I asked him politely a second time to go to an adjoining room. He replied roughly and emphatically that he would not Then I told him he must go and took him by the shoulder to start him when without warning he rushed at me, struck me in the face and broke my glasses, and then hit me in the face again and drew blood. I caught him by the shoulder and held him at arm's length, but even then he hit at me. Finally I called up Police Headquarters for an officer, but Mr. Johnstone had left before he arrived."

The complainant finally got a chance to talk and took it with a rush, saying: "The man asked me to slip into another room to write a letter whitewashing him I refused to until he paid me some money that was due me. He asked me again, and I told him I wouldn't until he paid me. Then he flew at me like a tiger, striking as he came. I stepped back and out of his way and he measured his length on the floor. His girl secretary picked him up. He flew at me a second time, caught me by the throat, jammed me into a chair and choked me until my eyes stood out of my head."

The Magistrate turned to Mr. Hancock, the witness. "When were Mr. Tarbell's glasses knocked off?" he asked. "When Mr. Johnstone struck him," was the reply.

"The charge against Mr. Tarbell is dismissed," said the Court.

Brings Officers Back From the Philippines

The United States transport McClellan arrived yesterday from Manila after an absence of twenty-seven months. She had on board forty-eight passengers, most of whom were officers and their families returning from service in the Philippines. Major-Gen. Leonard Wood and family were passengers as far as Gibraltar, where they landed to make a tour of Europe. The McClellan left Manila on February 20.

Illegal to Agree on Prices in Nebraska.

OMAHA, April 23.—The Nebraska Supreme Court to-day gave a decision which will break up lumber price agreements in this State. The Court holds that it is illegal for two dealers in any town to agree upon prices, also that it is a violation of the law for dealers to divide territory into districts or make reports to govern prices.

THE REAL ESTATE MARKET

BROKERAGE SALES, LEASES AND PUBLIC AUCTIONS.

The Webster Flats in Ninth Avenue Change Hands Once More—The Rest of the Budget Made Up of Equal Proportions of Small Forced and Private Sales.

Business was practically at a standstill in all branches of the market yesterday. The private sales were limited to half a dozen transactions in flats, tenements, dwellings and vacant lots. The auction sales were exclusively of the foreclosure variety. They were quite as numerous as the private sales and involved quite as much money. No plans for new buildings were filed in Manhattan. In The Bronx permits were issued for the erection of two inexpensive dwellings.

Private Sales.

SIXTH AVENUE.—M. & L. Hess have sold for William Menken Nos. 460 and 462 Sixth avenue, southeast corner of Twenty-eighth street, two four story buildings, on plot 49.4x60, for about $350,000.

SIXTH AVENUE.—George Humphreys has sold No. 476 Sixth avenue, a four story building, on lot 20x75, between Twenty-eighth and Twenty-ninth streets. The property has been held at $150,000.

THIRTY-FOURTH STREET.—Joseph Burke has sold Nos. 320 and 322 West Thirty-fourth street, a four story and basement flat, on plot 50x118.9, to C. J. Schehan, who will erect a twelve story bachelor apartment house on the site.

THIRTY-FOURTH STREET.—Joseph Burke has sold to C. J. Schehan No. 323 West Thirty-fourth street, a four story and basement dwelling, on lot 21x98.9, adjoining the Manhattan Opera House.

NINTH AVENUE.—Nellie Ferguson has resold No. 774 Ninth avenue, a five story flat, known as the Webster, on lot 25x100, between Fifty-first and Fifty-second streets. H. V. Mead & Co. were the brokers.

115TH STREET.—Elsie Oppenheim has sold to William A. Pond Phipps Nos. 237 and 239 West 115th street, a five story flat, on plot 50x100.11, for $63,500.

178TH STREET.—Williamson & Bryan have sold for Dr. S. K. Johnson the southwest corner of 178th street and Prospect avenue, a plot 120x100, to a builder who will erect five story apartment houses on the site.

BLACKSTONE AVENUE.—Duff & Brown have sold for Michael Cahill a plot, 50x150, on the east side of Blackstone avenue 150 feet north of Spuyten Duyvil Parkway. The buyer will erect a detached dwelling on the property.

TREMONT TERRACE.—Benjamin Gainsborg has sold to J. Gertrude Baxter a plot, 50.4x115.6x50x121.8, at the northeast corner of Middletown road and Pilgrim avenue.

CLAREMONT AVENUE.—William and James Bradley have sold to Charles M. Rosenthal the southwest corner of Claremont avenue and 122d street, a plot 100x100.

DIVISION STREET.—Meyer Levenson has sold No. 244 Division street, a five story tenement, on lot 28x75, to Charles Bernstein.

PAULDING AVENUE.—Ernst & Cahn have sold for Jacob Max the southwest corner of Paulding avenue and 225th street, a plot 34x111.

LAFONTAINE AVENUE.—Ernst & Cahn and J. J. Pitman have sold for H. B. Soderberg No. 2058 Lafontaine avenue, a two story dwelling, on lot 16x100.

Miscellaneous.

Frederick T. Barry and Romaine C. Nichols & Co. were the brokers in the sale of the lot, 25x100, at the northeast corner of Fifth avenue and Eighty-fifth street, for the New York and Harlem Railroad Company to James L. Clews.

William R. Ware was the broker in the sale of No. 128 West Eighty-sixth street for Heilner & Wolf and N. L. & L. Ottinger to Mrs. Annie MacC. Stewart.

John J. Kavanagh was the broker in the sale of No. 64 East Seventy-seventh street for Mrs. Josephine Lazarus to Mrs. C. L. Best.

L. J. Phillips & Co. and Charles Griffith Moses & Bro. negotiated the lease of the southeast corner of Broadway and 145th street, 100x100, for the Harlem Heights Realty Company to John J. and Patrick J. Healy for twenty-one years.

Huyler's have leased the corner store in the Bryant Park Arcade Building, at Forty-second street and Sixth avenue, for a term of ten years at an aggregate rental of $56,000.

William Henry Folsom has leased for a Mrs. Lockwood the four story dwelling at No. 314 East Twenty-sixth street for a term of years.

Edward H. Schell of London has leased to a Mrs. Rice the four story dwelling at No. 19 East Twenty-fourth street for a term of five years.

Jesse T. Meeker has leased for John W. Brett the first floor in the building at No. 39 West Thirty-second street for a term of years.

Douglas Robinson, Charles S. Brown & Co. report the following leases: For the City Real Estate Company No. 259 Madison avenue, No. 7 West Thirty-seventh street to Henry Unger, the fourth floor in Nos. 436 and 438 Fifth avenue to Richard J. Hickson for five years, the second loft at No. 590 Fifth avenue for seven years, the second floor in the building at the southeast corner of Broadway and Ninety-sixth street to Jacob Schloss for four years, the three story dwelling No. 269 Lexington avenue, for the City Real Estate Company No. 107 East Seventy-first street, for L. G. Smith No. 56 East Seventy-ninth street, for J. H. Chalmers No. 119 East Seventy-ninth street to Bishop Frederick Courtney, the store at No. 288 Fifth avenue to Najla Sabbagh, and for Edith E. McCagg No. 10 East Seventy-third street. The same brokers have also leased for G. M. Van Schaick to C. W. Provost a cottage at Huntington, L. I.; for George H. Taylor a cottage at Huntington, L. I., to Edward Kemp; also the Leonard Jacob property at East Island, L. I.

De Blois & Eldridge have leased for Mrs. Woodbury Kane her place in Bellevue avenue, Newport, to J. R. Dilworth of New York for the summer.

Plans have been filed with Building Superintendent Murphy for remodelling the old fashioned four story dwelling house at No. 219 West Forty-fourth street, the improvements to include the installation of an electric light and steam heating plant and being made for William Waldorf Astor as owner. The building will adjoin the new Hotel Astor addition, being in the row, part of which is now being razed to make room for the hotel annex. Clarence L. Sefert is the architect.

Plans have been filed for making over the three story and basement residence at No. 125 West Forty-third street into an office building for Harry Von Tilzer as new owner, and for remodelling the three old fashioned tenement houses at Nos. 337, 337½ and 339 Water street into a manufactory and dwelling for two families, the improvements being made for Thomas Hayeck as new owner. Ambrosius & Hess and Harry Zlot are the architects.

Plans have been filed for modernizing and refitting the four old style three story dwelling houses at No. 216 to 222 West Thirty-first street, alongside the site of the new Pennsylvania terminal station, the improvements being made for the Pennsylvania Tunnel and Terminal Railroad Company as new owner. Louis F. Fick is the architect.

The Bronx plans for new buildings reported yesterday comprise a two story dwelling on Inwood avenue south of 170th street, to cost $6,000, and a two story dwelling on Unionport road south of Morris Park avenue, to cost $5,500.

No plans for new buildings were recorded at the Manhattan bureau.

Yesterday's Auction Sales.

[At 14 Vesey Street.]

BY JOSEPH P. DAY.

100th street, No. 156, south side, 275 feet west of Third avenue, 25x100.11, five story tenement; Isaac Rosenwasser et al. vs. Max Mayersdn et al.; due on judgment, $1,253.70; subject to taxes, &c., $276.59; prior liens, $17,285 ..... Adjourned sine die

165th street, No. 460, south side, 325 feet east of Amsterdam avenue, 25x102.6x irregular, three story dwelling; Henry Uebelacker vs. Charles Ubelacker et al.; partition; to Edward P. Maloney $9,000

Morris avenue, No. 1067, west side, 375.10 feet north of 165th street, 25x100.6x25x100.7, two story dwelling; M. V. Hill vs. Bronx Home Realty Company et al.; action 1; due on judgment, $8,528.77; subject to taxes, &c., $2,000; to the plaintiff 8,000

Morris avenue, No. 1065, west side, 350.10 feet north of 165th street, 25x100.7x25x100.10, two story dwelling; same vs. same; action 2; due on judgment, $8,528.77; subject to taxes, &c., $1,725; to the plaintiff 8,000

Madison avenue, No. 1845, east side, 51.4 feet north of 120th street, 16x83, three story dwelling; Katherine Elias, guardian, vs. M. R. Winters et al.; due on judgment, $11,770.98; subject to taxes, &c., $307.89; to John Ingle, Jr., a party in interest 15,800

145th street, south side, 200 feet east of Barry street, 25x about 115, vacant; K. T. O'Neill vs. Owen Costello et al.; due on judgment, $1,262.23; subject to taxes, &c., $567.21; to Edward T. Reddy 1,000

Jerome avenue, west side, 262.6 feet south of Kingsbridge road, 100x113.7x100.9x114.2, vacant; Empire Mortgage Company vs. H. B. Cohen et al.; due on judgment, $6,942.24; subject to taxes, &c., $603.84; prior mortgage, $18,000; to the plaintiff 21,270

BY PETER P. MEYER.

Central Park West, No. 241, northwest corner of Eighty-fourth street, 25x100, four story dwelling; Bankers Life Insurance Company vs. J. A. Donnegan et al.; due on judgment, $78,545.07; subject to taxes, &c., $1,089.49; to the plaintiff $80,000

Court of Appeals Calendar.

ALBANY, April 23.—Court of Appeals calendar for to-morrow: Nos. 50, 247, 199 (unfinished), 235.

THE GRAIN MARKETS.

Prices Rise—Small Argentine Wheat Shipments—Increased Export Demand—Receipts Light of All Cereals.

May bulls were still at the helm. They were steering the speculative craft upstream. Prices advanced. May was about 10c. over July; recently it was only half that. This speaks eloquently enough for the strength of the May option of the fact that the shorts have been driven into what the French would call a cul de sac, or in our own homelier term a blind alley.

Argentina's small estimated shipments—2,800,000 bush., or nearly 1,000,000 less than last week and 1,800,000 less than last year—helped to put snap into the market. Even July and September sympathized to a certain extent with the rise in May despite favorable weather. Showers occurred in the Northwest and more were indicated for that section and also for Nebraska.

But May was the kite; other months merely the tail, though somewhat less restricted to that rôle than of late.

Bulls were favored also by the fact that the cables were better than had been expected, especially the Liverpool advices. The English market closed 1 to 2½c. higher. At first the market there was easy, but this soon gave way to strength owing to heavy cargo sales of Wednesday, firmness of Plate offerings, reports of a corner of Chicago May by Armour interests, bull support and light offerings, as well as the fact that cargoes were firm, with a good inquiry for distant positions. Berlin rose 1½ to 2c. Paris was ½c. higher to ½c. lower. Budapest declined 2½c.

Armour people were credited with supporting May, though late reports had it that these interests sold. But other prominent houses were buying, including Peavy, Scott, Pringle, Comstock, Rycroft, Barrell, Mitchell and Wagner.

The receipts continued light, Northwestern arrivals being over 450 cars smaller than a year ago, and the stock at Minneapolis has decreased 525,000 bush. in five days. There were reports of a better inquiry. Bulls would not be surprised to see a revival of export buying if the decrease in the Argentine shipments should prove to be permanent.

And some unfavorable crop reports were received from the Southwest. A St. Louis despatch reported that green bugs were in the fields a month earlier than last year, while there were some reports that wheat was turning yellow, notably in St. Charles and St. Louis counties.

On the other hand rather heavy selling was noticeable at times, supposedly for long account. Shearson, Hammill & Co. sold May freely. Lake, Chapin and Keith were good sellers.

The cash demand continued disappointing and the great bulk of the crop news was certainly favorable. The *Price Current* says winter wheat is making fair progress generally.

Some who expect to see considerably higher prices ultimately are disposed to hold aloof from the long side for a time, fearing the effect of May deliveries.

But although a setback occurred at one time it was short lived. On the reaction buying was active and general and prices quickly rebounded, winding up at the highest point of the day.

Bears continue to enlarge on the excellent crop reports from most sections, but at the moment bulls apparently have the upper hand, favored as they are by the recent developments in May, the strong statistical position, a material reduction in the Argentine shipments—certainly the estimate for the week was much smaller than recent exports—and an increased foreign demand for our wheat, some 40 loads being reported sold for export.

Logan & Bryan think that while the present feeling in the trade continues wheat is likely to be a purchase on dips caused by profit taking or short selling. Rubins Bros. think the action of the distant months would seem to indicate that shorts have pretty well covered.

Lake navigation is expected to open in a day or two. Duluth is reported loading 1,900,000 bush. of wheat; Fort William and Port Arthur, 1,250,000, and Chicago, 800,000, and it is estimated that between 3,000,000 and 4,000,000 bush. of wheat will be shipped from Western lake ports within a week after the opening.

Chicago—"We can see nothing in the situation to warrant a definite expression of opinion. It is, so to speak, a marked card game at the moment, and the action of the market largely dependent on the action of the big elevator interests here, who seem absolutely in control of the situation."

Oakley, Kan.—"Drove from La Crosse to Hayes City. Wheat perfect condition; good thrifty growth; plenty moisture. Fine rain yesterday covering that territory. Not so much rain around Ellis but plenty for time being. Ground wet about 4 inches down. Fields I was in two weeks ago have made good growth and are in good thirty growing condition now. Have had half inch rain Ellis to-night since I left. Warm; looks very rainy here.

THE CORN SITUATION.

Corn advanced though the trading was anything but active. But with wheat strong and the offerings light it did not take much buying pressure to bring about higher prices. Commission houses bought to some extent and shorts covered. Pringle took all the May offered at around 67½c. Brosseau and Heilman were sellers.

The cash market though dull was firm, with prices at some points ½c. higher. The *Price Current* says ploughing has begun where the soil was dry enough and this work would be quite general if it were not retarded by rains.

Many consider corn too high, but the small stocks, light receipts, fear of manipulation, are dominant factors at the moment. Liverpool was unchanged. The Argentine shipments were estimated at 800,000 bush., against 585,000 last week and 204,000 last year.

THE OATS FEATURES.

Oats were higher with the rest of the list. The trading, however, was dull and featureless and few expect to see a return of life until the May deal is out of the way.

Yesterday the best buying was in the old July. The cash market was dull and the weather and crop news in the main favorable. The *Price Current* says seeding has been delayed in Ohio, Indiana and Illinois, but in Iowa much of the seeding has been done under satisfactory conditions. The size of the acreage, it is believed, will be influenced by weather conditions during the next two weeks.

THE SPOT MARKETS.

Wheat more active. Sales, 340,000 bush., mainly for export. No. 2 red, 1c. over May f. o. b. afloat for export; No. 1 northern, Duluth, $1.16½; No. 2 hard winter, $1.12¾. Futures closed 1¾ to 2½c. higher. Sales, 3,500,000 bush.

Corn quiet. Sales, 20,000 bush. No. 2 mixed in elevator, 75½c. No. 2 f. o. b., 73c. Futures closed ⅛ to ⅜c. higher. Estimated sales, 30,000 bush.

Oats quiet. Sales, 25,000 bush. Natural white, 26 to 30 lbs., 55@57c.; white clipped, 32 to 34 lbs., 56@58c.; mixed, 26 to 32 lbs., 54½c.

Rye dull. No. 2 Western, 83½c., f. o. b. New York. Barley nominal.

Futures were as follows:

	Open-ing.	High-est.	Low-est.	Clos-ing.	Prev. Close.
Wheat:					
May	104	106	103¾	106	103½
July	96⅝	97⅝	96	97¼	95⅛
September	91½	93⅛	91½	93⅛	91⅝
Corn:					
May	75⅛	75½	75⅛	75⅛	75¼
July	....	....	....	72⅛	71⅝

The movement was as follows:

New York:	Wheat.	Corn.	Oats.	Rye.	Barley.
Receipts	4,000	10,750	22,500	....	....
Exports	....	1,550	....	....	....
Chicago:					
Receipts	15,000	265,000	231,000	1,000	29,000
Shipments	29,000	102,000	131,000	2,000	29,000
Buffalo:					
Receipts	....	36	6	....	3
Shipments	38,000	....	....	....	....

Northwest receipts:

	Yester-day.	Last Week.	1907.	1906.
Duluth	20	11	306	38
Minneapolis	118	88	287	221
Chicago	8	17	25	4
Totals	146	116	618	258

Chicago car lots:

	Est. Yesty.	In-spected.	Con-tract.	Est. To-day
Wheat	8	8	....	16
Corn	194	196	9	206
Oats	163	162	7	150

CHICAGO, April 23.—Prices as follows:

	Open-ing.	High-est.	Low-est.	Clos-ing.	Prev. Close.
Wheat:					
May	96⅝-7½	98⅝	96⅝	98½	96½
July	87¼-⅛	89⅝	87½	89¼	87½
September	84½-⅝	86¼	84⅝	84¼	84⅝
Corn:					
May	66⅞	67½	66⅝	67⅜	66⅝
July	63⅝	63¼	62¾	63	63⅝
September	61¼-¼	61⅝	60⅞	61⅝	61⅛
December	52⅝	53⅝	52⅛	52⅝	52⅛
Oats (old):					
May	53¼	53⅞	53¼	53⅝	53⅝
July	45½	46	45½	45⅝	45⅝
Oats (new):					
May	52	53	52	52½	52
July	43½	43⅝	43½	43⅝	43½
September	36¾-7	37⅝	36¾	37¼	37⅛

OTHER MARKETS.

	Open-ing.	High-est.	Low-est.	Clos-ing.	Prev. Close.
Wheat:					
Minneapolis May	104⅝	106	104⅝	105⅞	104⅝
July	103-¼	105¼	103	105	103⅛
Duluth May	103	104⅝	102¾	104⅝	102⅝
July	103¼	105½	103	105½	103
(dur) May	87½	88⅝	87⅝	88⅝	87¼
Winnipeg May	108¼	111¼	108¼	111½	108⅝
July	110⅝	113¼	110⅝	113¼	110⅝
Toledo May	97½	98½	97½	98⅝	97¼
July	88¼	90¼	88¼	90¼	88½
Kansas City May	90	92	90	92	89¾
July	80½	82⅝	80⅛	82⅝	80⅛
St. Louis May	95½	97⅝	95½	97⅝	95⅛
July	84¼	86¼	84¼	86⅛	84⅛
Corn:					
Kansas City May	60⅞	61⅛	60⅛	61⅛	60¼
St. Louis May	64	64⅝	64	64⅝	64

FLOUR.—Steady. Spring Patents, $5.25@$5.50; clears, $4.25@$4.60. Winter Clears, $4.15@$4.30; straights, $4.40@$4.60. Rye flour, $4.60@$5.20.

THE COTTON MARKET.

A Further Decline—Liverpool Unexpectedly Weak—Spots Dull and Easier.

Everything conspired to make the price taper off as it were—the bad marks against it were much lower English quotations, Continental and Egyptian selling across the water, favorable weather on this side, steady selling by the South, hammering by room traders, selling by various well known commission houses here, Liverpool selling, continued dulness of trade and the certainty that Fall River is to continue its policy of curtailment, in which, by the way, not a few of the Southern mills concur. There was nothing new in the situation and declines are becoming "intensely usual." Nothing restrains the decline except the petering out of selling orders, fear on the part of bears that they may be barking too long up the same tree, some covering of obligations on the short side and buying for a rally by a few of the bolder spirits. The weather is good, planting and field work are progressing rapidly and under ordinary conditions the next crop will be a large one, possibly the largest on record. Meantime supplies, though much smaller than those of a year ago, are apparently ample. Certainly prices have dropped $20 a bale on a short crop, for trade in its way was shorter than the crop. The spot markets at the South were dull and in most cases 1-16 to ⅛c. lower.

Reported sellers were Messrs. Hutton, Springs, Carpenter, Hayden, Jones and Moore; buyers, Messrs. Weld Shearson, Hubbard, Dick, Mohr, Bache, Lee, Schill, McIntyre and Rav. Shearson, Hammill & Co. think the price making factors have not improved. Hayden Stone & Co. hesitate to advise sales at this low level but see little hope for more than a temporary rally unless protracted bad weather develops.

Rainfall—Oklahoma, .12 of an inch; Texas, Arkansas, Mississippi and Louisiana, clear on the map: Macon, 1.22 inches; Montgomery, .42 of an inch; Savannah, .82; Augusta, .84; Atlanta, .4; Charleston, 1.3; Jacksonville, .28.

Spot cotton declined 5 points. Middling, 10.05c. The Southern spot markets were unchanged to ¼c. lower. Galveston, 10 1-16c.; New Orleans, 10 1-16c.; Augusta, 10¼c.; Memphis, 9 15-16c.; Houston, 9¾c.

The movement was as follows:

	Yesterday.	Last Week.	1907.
Port receipts	10,091	11,512	7,985
Since September 1	7,666,730	....	9,562,951

The movement at the thirteen principal interior towns was as follows:

	Yesterday.	Last week.	1907.
Receipts	3,242	5,033	5,920
Shipments	5,454	7,876	9,038
Estimated receipts:			

	To-day.	Last Week.	1907.
Houston	1,200-1,500	1,769	2,724
Galveston	1,000-1,500	3,059	6,286
New Orleans	3,500-5,000	2,978	2,481

The exports from the ports were 22,147 bales; since September 1, 6,594,207 bales, against 7,641,926 last year.

Futures declined 15 to 19 points, closing at about the lowest of the day with the tone steady and the estimated sales 400,000 bales. Prices as follows:

	Open-ing.	High-est.	Low-est.	Clos-ing.	Prev. Close.
May	8.40	8.43	8.32	8.35	8.52
July	8.52	8.59	8.47	8.49	8.65
September	8.45	8.45	8.31	8.35	8.59
October	8.50	8.50	8.42	8.43	8.58
December	8.49	8.51	8.44	8.45	8.60
January	8.50	8.52	8.44	8.46	8.60

New Orleans futures:

	Open-ing.	High-est.	Low-est.	Clos-ing.	Prev. Close.
May	9.06	9.10	8.99	9.01	9.14
July	9.09	9.06	8.93	8.93	9.09
October	8.50	9.53	8.43	8.45	8.58

In Liverpool spot cotton declined 10 points. Middling, 5.32d. Sales, 7,000 bales; imports, 9,000. Futures declined 11 to 12 points. Prices as follows:

	Thursday.	Wednesday.	1907.
May-June	4.81½	4.93½	5.90
July-August	4.80	4.92	5.80½
September-October	4.67½	4.79½	5.69½
November-December	4.60	4.72	5.64

Court Calendars This Day.

Supreme Court—Appellate Division.—Court opens at 10.30 A. M. Motions. Orders—Nos. 51, 52, 54, 56, 58, 59, 60, 29, 18, 32, 37, 38, 43, 15, 12, 62, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 77, 79, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101.

Supreme Court—Special Term.—Part I.—Motion calendar called at 10.30 A. M. Part II.—Ex parte matters. Part III.—Case unfinished. Motions. Demurrer—No. 1830. Preferred causes—Nos. 8164, 8084, 9324, 8968, 8982. General calendar—Nos. 6371, 442, 2962, 6047, 6757, 7034, 7346, 7727, 5652, 7632, 7652, 7668, 6220, 6244, 7956. Part IV—Clear. Cases from Part III. Part V.—Case unfinished. Cases from Part III. Part VI.—Clear. Cases from Part III. Part VII.—Case unfinished. Cases from Part III. Trial Term—Part II.—Case unfinished. Short causes—Nos. 6183, 6593, 6745, 6602, 6608, 6409, 5836, 6876, 6628, 6475