

KEENE PROTESTS INNOCENCE

NOTHING WRONG IN HIS PART IN THE HOCKING POOL.

Examined in the Lathrop, Haskins Case... Nothing wrong in his part in the Hocking pool.

Mr. Keene's examination before the referee... He said he had never received a penny for the 3,000 shares of his stock.

At the outset of the inquiry Mr. Keene offered a statement correcting testimony previously given to the effect that he had 7,000 shares of Hocking stock always on hand.

Mr. Keene said that although the pool collapsed on January 19 he didn't know that his brokers had used his stock for their own purposes until February 23.

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LAWYER GLUCK SUSPENDED

May Not Practice for a Year Because of His Misconduct.

Maurice B. Gluck, a lawyer at 42 Broadway, was suspended for a year by the Appellate Division of the Supreme Court yesterday for deceiving and failing to protect his client and for practicing law under a firm name which included two lawyers with whom he had never been associated in practice.

The facts of the case as reported to the court by Referee William L. Turner are that Gluck, who was admitted to the bar in 1907, entered into an agreement in the spring of 1908 with Albert E. Wolf to form a New Jersey corporation to be known as the Wolf Sanitation Company.

After the execution of the instrument Gluck, acting for himself and the company, entered into negotiations with Frederick Saxelby to secure his services as the company's representative to get contracts for the erection of the company's sanitation plants in New Jersey.

From the time Gluck began to practice he used the firm name, "Gluck, Alden & Grey," and in his certificate of incorporation he stated that the firm was to do a "general mercantile and law business."

Gluck's defence was that he didn't file the corporation's certificate with the Secretary of State in New Jersey because he wanted to avoid payment of taxes until the company was doing business and that both Wolf and Saxelby knew this.

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2 SUBWAY CARS RAN OVER HER

MERELY SPOILING MISS HARDCASTLE'S CLOTHES.

She Fell From Twenty-second Street Platform and Every One Was Sure She Was Dead. Dizziness Caused Her to Fall Despite a Rough Rider's Arm.

A young woman dropped off the Twenty-second street subway platform yesterday afternoon in front of a train, and the two cars that passed over her did no more than crush her hat and tear a few rents in her clothing.

She was Edith Hardcastle, 21 years old, the daughter of Frank Hardcastle of Hardcastle & Fleet, dealers in underwear at 20 Greene street.

Miss Hardcastle attracted the attention of several persons who were on the station platform at 12-30 yesterday afternoon. She was wearing a white dress and a white straw hat, and her manner seemed to indicate nervousness.

Edwin Emerson, a Rough Rider from Texas, was standing next to her as an express train's lights appeared at the uptown end of the station.

Apparently Miss Hardcastle was stunned by the fall, for she lay still as H. E. Becker, the motorman on the express, threw on the emergency brake.

By the time the train came to a halt two cars had passed over her. A policeman saw her and ran to her side.

Mr. Hardcastle told Magistrate Harris that his daughter had not been in the best of health and that he had expected to take her away.

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CITY DEBT LIMIT ARGUED

Appellate Division Asked to Decide Subways and Dock Exemptions

The Appellate Division of the Supreme Court heard argument yesterday on the application of the city of New York for a determination of the amount of indebtedness incurred by the city prior to January 1, 1910, for the subway, which may be excluded in ascertaining the borrowing power of the city.

The petition says that under a statute going into effect on January 1 last the city's indebtedness for rapid transit and dock bonds might be excluded from the debt limit in proportion to the extent to which the net revenue received therefrom should meet the interest and amortization installments.

The petition then presented the figures on its indebtedness on account of the subway, showing that bonds had been issued prior to January 1 last to the amount of \$46,452,272.

Under the contract for the construction of the subway there remained due for work and materials \$1,804,492, which had not been paid prior to January 1 last.

Two condemnation proceedings for easements were still pending, but the petition stated that it was not expected that the city would be held for more than \$2,000,000 under the most unfavorable circumstances.

Assistant Corporation Counsel Farley asked that the petition be granted and that the court make a final order determining that the rapid transit and dock bonds may be excluded from the debt limit.

President Mitchell of the Board of Estimate introduced before the Board of Estimate yesterday a resolution which has for its purpose the forcing of the New York Central to abandon its tracks on Eleventh avenue.

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STATE SUBS FOR \$830,000

CLAIMS DAMAGES FOR CUTTING TIMBER ON ITS LANDS.

Suits Against the Santa Clara Lumber Company for \$430,000 and Against G. N. Ostrander for \$200,000 State Asked to Buy Land It Already Owned.

The history connected with the bringing of these actions is an interesting one and the ownership of the State to the lands has been revealed exclusively through efforts of Speaker Wadsworth and Mr. Whipple, as members of the Forest Purchasing Board.

About January, 1907, George M. Ostrander offered to sell to the State about 42,000 acres of land in the Adirondack wilderness, and in his offer was included what is known as a gore of land in the town of Newcomb, Essex county.

The attorney was unable to make title to the particular gore above mentioned and reports to the board that he could find no deeds of this piece of property to Mr. Ostrander or any of his associates.

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ALL CARS TRANSFER TO Bloomingdale's Lexington to 3d Ave. 59th to 60th Street Batting the Ball

Rubberized Rain Coats Will Overheat and Cause Perspiration if the Day is Warm - The ONLY Rain Coats Suitable for Summer Wear are made from Priestley "Cravenette" ENGLISH GABARDINE AND ROSEBERRY CLOTHS

ORAM DENIES MARRIAGE. He admitted that he kept company with the complainant for ten or twelve years and added that he also kept company with other girls.

UPPER MONTCLAIR DINNER. Mayor congratulated a Hundred Residents on Successful Get-Together.

THE COBB PRIMARY BILL. Assemblyman Murray Wants to Make It a Party Measure.

THE SUNDAY SUN Perhaps you don't realize it, but eight-year-old Frances is struggling for emancipation.

Sensible Frocks for the Little Girl The mothers will find there some practical solutions of the difficulty.

Life of the Spanish Dancing Girl is vividly described for you in to-morrow's SUNDAY SUN.

Getting Even With D. B. Hill and it's a good "inside" yarn.

Open Air Eating in New York and Underground Eating in London, where they have Pullman buffets in their "flaring tube."