THE DEED MUST BE EXECUTED

OPINION OF JUDGE VOSBURG IN COBLEIGH CASE.

It Was Begun for the Purpose of Compelling the Executor to Execute a Deed for a Piece of Land Belonging to the Estate—He Refrained on the Ground That the Price Bid Was Not as High as the Minimum Amount Fixed.

The following opinion was handed down yesterday by Judge A. A. Vosburg in the Orphans' court:

In re. estate of Margaret Cobleigh, deceased. In the orphans' court of Lackawanna county.

This case presents many novel features. The disposition of it has been delayed somewhat, by the necessity of carefully examining a large amount of testimony which has been taken by both of the contending parties, and as to certain points, this evidence is quite conflicting. The testatrix, in her will, which is duly probated in Will Book 12, page 523, provides, inter alia, as follows: "All the rest and residue of my estate, real, personal, and mixed, I give, devise and bequeath to my son, E. J. Thomas, my stepson, John H. Powell, my daughters, Mary Jane Griffiths, Elizabeth Davis, and Kate Powell, and my sons, Thomas J. Powell and David Powell, in equal parts, share and share alike, the said devisees to be allowed to hold said real estate as tenants in common and enjoy the rents thereof for themselves to be agreed upon by all, otherwise the same shall be sold at public sale by my executor and the proceeds to be divided as above directed."

A certain piece of real estate in the borough of Taylor was included within the terms of this general devise; and as the devisees failed to agree, the executor advertised this property to be sold at public sale. So far there is no serious difficulty in finding the facts, but there appears to be a misunderstanding as to what agreement was made between the parties in interest and the executor, about the sale of this real estate, shortly before it was sold. It is contended upon the one side that all of the devisees made an agreement that the property should be bid up to at least eight thousand dollars, and that there should be no sale unless that figure was reached. Mr. Farr, the executor, testifies as follows:

"Q. After you got down there, was there any conversation about this matter of the price, and where did it take place?

"A. It took place in the drug store. Mr. Edwards and me both went in, and we told Davis and his wife that there would be no sale unless it came to those figures.

"Q. Repeat the figures over.

"A. $8,000 to $9,000."

He is corroborated by other witnesses. On the other hand there is evidence tending to show that the agreement was, that if the property went above $8,000, it was to be let go, but if it sold for a figure no higher than this sum, the devisees were to bid it in. Mr. Watkins testifies, "Then they said we will bid as high as $8,000; if it goes any higher we will let it go, if it goes no higher we will bid it in. That was the final arrangement as I understood it there."

THE ONLY PARTIES.

The same witness also testifies that the four devisees who afterwards bid off the property, viz: Thomas J. Powell, David J. Powell, Samuel Powell, and Kate Powell Evans, were the only ones who were parties to the agreement that the property should be bid up to $8,000. He says: Q. When was it agreed that these four should make the purchase? A. Well, that I can't tell you; I didn't know there was such an arrangement until I arrived there, that four were to bid in the property; I asked Mrs. Davis, 'aren't you in this arrangement?' She said, 'No.'" This testimony is also corroborated by other witnesses, but it is not necessary to quote from the evidence further. The property was then exposed to sale by the counsel for the executor, several bids were made by outsiders, as well as by the devisees, and it was finally struck off to the four parties named above, for the sum of $6,300.00. The executor testifies that he called out at once that it was no sale, while other witnesses say that he simply stated that it went for too small a sum.

It is conceded that the executor made some objection to receiving the amount to be paid down by the purchasers, and that he finally yielded to the advice of his counsel, and accepted a note from them. The money was afterwards tendered to the executor by the purchasers, but he refused to accept it, and also declined to execute and deliver a deed to them for the property thus sold. There can be no doubt but that the executor, in thus refusing to deliver a deed, acted in perfect good faith, and from the most honest and conscientious motives. The purchasers have begun proceedings to compel him to do so, and the only question now arising is whether or not, under the law, the facts and circumstances just briefly enumerated will justify his refusal.

The application to the court is in the form of a petition to compel the executor to execute a deed, and as such a proceeding is very unusual, we find much difficulty in discovering any precedents to guide us in the determination of this unfortunate controversy. * * * *

It needs no citation of authority for the proposition that fraud vitiates any transaction into which it enters; but the difficulty lies in the application of this rule in the present proceeding. Taking the claim of the respondent, and the devisees at whose instance he has taken his present position, and conceding for the moment the correctness of the evidence presented by them, we have the following stat of facts.

An agreement between all the devisees who own in common a piece of real state, that this property should be bid up to the sum of $8,000 at the sale, and that there should be no sale if this figure was not reached, which agreement was communicated to the executor, who then by his attorney, proceeded to conduct the sale. After several bids, his counsel declared the property sold to the highest bidder, at the sum of $6,300. The executor immediately gave notice that it was "no sale," but under the advice of counsel accepted a note for the cash payment required, the money being afterwards tendered by the purchasers.

MIGHT HAVE ADJOURNED.

The executor's counsel might perhaps have adjourned the sale without accepting the bid of $6,300, but through some apparent misunderstanding, or it may be in a moment of uncertainty as to the proper course to pursue when the bidding stopped, he declared the property sold to the present petitioners. It is not necessary to decide whether or not the executor for whom he was acting could have disavowed the sale at that time, and refused to accept the down payment; but as he followed the advice of his counsel and accepted a note in lieu of the cash payment required, he thus plainly ratified the act of the attorney, and made it his own. He cannot, therefore, legally oppose the execution of a deed to the purchasers by reason of (in law) his own action in declaring a sale. But, it is said, the other devisees have been defrauded by this transaction, and they should be protected in this proceeding. This brings us to a question of remedies, as well as of rights. Is this refusal to deliver a deed to the purchasers, the proper remedy, even assuming that there has been such fraud upon the part of the purchasers as would deprive them of any of the advantages of their purchase, which I do not now decide.

As between the purchasers and the executor, representing the estate, the purchasers are entitled to receive the deed, because they were the highest bidders at the sale, the property was struck down to them, he accepted their note for the down payment, and they have tendered the full purchase price. If the other devisees were allowed to assert any rights by intervention in this proceeding, we would be trying a collateral issue, which it seems to me does not properly arise.

I am of the opinion that any rights of the other devisees against the purchasing devisees should be tried out in a direct issue between them, either in an action of ejectment, by a bill in equity, or in some other appropriate proceeding. In Mayer vs. Senyard, 7 W. N. C., 224, an action of ejectment was held to be the proper remedy to recover a property sold by an administrator, where there was an allegation of fraud and misconduct upon the part of the purchaser, who was the administrator of the estate. If the sale is void, the complaining devisees can assert their title in a proper proceeding; but the authority of the orphans court to determine disputed questions of title may well be disputed. Odd Fellows' Bank's Ap., 123 Pa., 356.

I have purposely refrained from expressing any opinion as to the merits of the controversy between the devisees, as I do not feel that it can be legally and properly adjusted in this proceeding. In accordance with the views heretofore expressed, the prayer of the petitioners should be granted; and it is therefore ordered, adjudged, and decreed, that a deed be executed and delivered by the executor, to the purchasers, for the land sold, upon the payment by them of the purchase money, within ten days from the date of the filing of this decree. The costs of this proceeding to be paid by the estate.

By the Court, A. A. Vosburg, P. J.

THE MARKETS

Wall Street Review.

New York, April 15.—The dimensions of the trading in Southern Railway stocks today eclipsed any ever before seen on the New York Stock exchange. The total number of shares of common stock outstanding is 1,200,000. The dealings recorded in the stock today were to the number of 864,500 shares. On April 24, 1901, Union Pacific was dealt in to the extent of 662,800 shares, during the struggle between the Morgan and Harriman interests in the transcontinental field. That figure was far in excess of any previous day's dealings in a single stock until today. The tremendous volume of these dealings dwarfed the rest of the market and yet there were a number of stocks in which the dealings were on a scale only seen during periods of great speculative activity. The opening in Southern Railway was quiet enough and the opening bulge in Louisville and Nashville to nearly 4 points over last night awakened some momentary scepticism of the overnight reports of a settlement of the dispute for control of Louisville and Nashville. But the parties in interest were already in consultation when the stock market opened and there was a scurrying of brokers from the neighborhood of the consultation rooms. Immediately buying orders appeared in Southern Railway for seemingly unlimited amounts of the stock. The movement in the stock did not become wild at any time, in spite of the extreme advance of 6¼ points to 40½. The reactionary tendency of Louisville Nashville was also a convincing demonstration that the struggle for that stock had terminated, and the scramble to get out by the smaller operators who had followed the deal carried it down by successive stages to 125½. The last price, however, left it at 127, a net loss of only a point. Southern Railway suffered at the last from profit-taking on the part of the professional element, which bought the stock recklessly but were apparently not disposed to remain in it over night, in face of many possible contingencies still open in the situation. The reaction carried Southern Railway back to 37¾ and it closed ⅛c. higher at a net gain of 3⅝. The preferred gained 5¼. The extent of the public information when the stock market closed was contained in the formal statement by the Gates element that they had bought control of Louisville and Nashville and that they proposed to leave the settlement of the dispute to J. P. Morgan & Co., as arbiters. This was accepted as conclusive evidence that Southern Railway would be benefited by the settlement. The heavy buying of that stock was by brokers usually employed by the inside interests. But the volume of the dealings was sufficient indication that everybody who could get orders executed shared in the buying. The movement in Illinois Central and in Chicago, Indianapolis and Louisville were directly in sympathy with that in Southern Railway. It is supposed that Illinois Central will be allowed to share in the benefit of the Louisville absorption and that Chicago, Indianapolis and Louisville will possibly form a connecting link to Chicago. The very large buying of St. Paul was supposed to be due to a renewal of the campaign for a raise by the element which bought Louisville. There was some strength in the other Grangers and Pacifics and in Pennsylvania and Baltimore and Ohio. Amalgamated Copper advanced at one time over a point but did not hold it. There were notable advances in specialties here and there, International Power rising nearly 12 points. But there were also points of weakness and outside of the congested centers of activity, there was not a notable demand for stocks. The market closed irregular under realizing. Total sales today, 1,759,700 shares. The bond market was irregular. Total sales, par value, $4,990,000. United States bonds were all unchanged on the last call.

The following quotations are furnished The Tribune by Haight & Freese Co., 314-315 Mears Building. W. D. Runyon, manager.

	Open.	High.	Low.	Close.
Aml. Copper	66	67⅞	65¾	66¼
Am. Car Foundry	28½	28½	28½	28½
American Ice	17	17	16½	16½
Amer. Locomotive	33½	34	33¼	33¼
Am. Locomotive, Pr.	94¼	94¾	94¼	94⅛
Am. Smelt. & Ref. Co.	47	47	46½	46½
American Sugar	131	131¾	131	131¼
Anaconda Copper	116	116	116	116
Atchison	79⅜	79⅞	79¼	79⅞
Atchison, Pr	97⅞	98¼	97⅞	98¼
Balt. & Ohio	107	108½	106¾	108⅛
Brook. R. T	64¾	65⅜	64⅜	65
Canadian Pacific	120	120¼	119⅝	119½
Ches. & Ohio	46	46⅝	46	46⅜
Chicago & Alton	37¼	37½	37¼	37¼
Chic., & G. W	24½	24⅞	24½	24⅝
Chic., Mil. & St. P.	168¼	171⅞	168	169¾
Chic., R. I. & P	174	176½	171	171
Col. Fuel & Iron	95½	99½	95	99½
Col. & Southern	29	29½	28¾	29¼
Col. & South., Pr	44½	45¼	44½	45¼
Erie	36⅜	36⅝	36⅜	36⅝
Erie, 1st Pr	68⅜	68⅞	68⅜	68⅞
Erie, 2d Pr	54⅛	54⅛	53⅜	53⅜
Hocking Valley	83	83⅛	82¼	82¼
Illinois Central	144⅞	145⅝	143¾	145
Louis. & Nash	131	131½	125½	127
Manhattan	132¾	133⅛	132	132½
Metropolitan St. Ry.	152⅛	153⅛	152⅛	153⅛
Mexican Central	30⅛	30½	30	30
Mo. Kan. & Tex., Pr.	55	55	54⅞	55
Missouri Pacific	100¾	101⅜	100½	101¼
N. Y. Central	163	163⅞	163	163½
Norfolk & Western	56⅞	57⅝	56⅞	57½
Ont. & West	32¼	33⅜	32¼	32⅞
Pacific Mail	42⅛	42⅝	42¼	42⅜
Pennsylvania R. R.	150	151	149¾	150⅜
People's Gas	101½	102⅞	102⅛	102¼
Reading	57¼	58	57⅛	57⅝
Reading, 1st Pr	82¾	82⅝	82¾	82⅝
Republic Steel	17	17⅜	17	17⅛
Republic Steel, Pr	73	73	72¾	72¾
St Louis & San Fran.	71¼	71⅝	70¼	70½
Southern Pacific	66⅝	67⅛	66½	66⅞
Southern R. R	34⅝	40½	34½	37⅞
Southern R. R., Pr.	95⅞	98¼	95⅞	97¼
Tenn. Coal & Iron	68½	69	68½	69
Texas & Pacific	41	43¼	41	42⅜
Union Pacific	102	103⅛	101⅞	102½
Union Pacific, Pr	87⅛	87⅞	87⅛	87⅞
U. S. Leather	13¼	13¼	12¾	12¾
U. S. Leather, Pr	84	84¼	84	84¼
U. S. Rubber	18½	18½	18¼	18½
U. S. Steel	41	41⅜	40⅞	41
U. S. Steel, Pr	83¼	83½	83¼	98¼
Wabash	23⅜	24½	23⅜	24½
Wabash, Pr	43¼	44⅛	43½	43½
Western Union	90⅝	90⅝	90½	90½

Total sales, 1,761,902 shares.

CHICAGO GRAIN & PROVISION MARKET.

	Open.	High.	Low.	Close.
WHEAT—				
May	72⅝	74	72¼	73⅞
July	73¼	74⅞	73	74⅞
CORN—				
May	62¼	62⅞	61⅞	62⅞
July	62	63	61½	63
OATS—				
May	42⅝	43	42½	43
July	35	35¾	35	35¾
PORK—				
May	17.00	17.00	16.85	16.92
July	17.15	17.20	17.05	17.12
LARD—				
May	9.80	9.85	9.75	9.75
July	10.00	10.00	9.87	9.87
RIBS.				
May	9.17	9.25	9.17	9.17
July	9.30	9.37	9.30	9.35

NEW YORK COTTON MARKET.

	Open.	High.	Low.	Close.
May	8.90	9.03	8.90	9.03
July	8.91	9.00	8.91	9.00
August	8.72	8.84	8.72	8.84

Scranton Board of Trade Exchange Quotations—All Quotations Based on Par of 100.

STOCKS.	Bid.	Asked.
Lackawanna Dairy Co., Pr.	60	...
County Savings Bank & Trust Co.	300	...
First National Bank (Carbondale)	...	500
Third National Bank	550	...
Dime Deposit and Discount Bank	300	...
Economy Light, H. & P. Co.	...	46
First National Bank	1300	...
Lacka. Trust & Safe Deposit Co.	195	...
Clark & Snover Co., Pr.	125	...
Scranton Savings Bank	500	...
Traders' National Bank	225	...
Scranton Bolt & Nut Co.	125	...
People's Bank	135	...
Scranton Packing Co	...	35
BONDS.		
Scranton Passenger Railway, first Mortgage, due 1920	115	...
People's Street Railway, first mortgage, due 1918	115	...
People's Street Railway, General mortgage, due 1921	115	...
Scranton Traction 6 per cent.	115	...
Economy Light, Heat & Power Co.	...	97
North Jersey & Pocono Ice Co	...	97
Consolidated Water Supply Co.	...	105

Scranton Wholesale Market.

(Corrected by H. G. Dale, 27 Lackawanna Ave.)

Flour—$1.40.
Butter—Fresh creamery, 31c.; fresh dairy, 32c.
Cheese—13a13½c.
Eggs—Nearby, 17½c.; western, 17c.
Peas—Per bushel, $1.75.
Marrow Beans—Per bushel, $2.35a2.40.
Green Peas—Per bushels, $1.75.
Potatoes—Per bushel, 80c.
Onions—Per bushel, $1.30.

New York Grain and Produce Market

New York, April 15.—Flour—Fairly active and nominally a shade higher with wheat. Wheat—Spot strong; No. 2 red, 85⅜c. elevator and 87⅝c. f. o. b. afloat; No. 1 northern Duluth, 83⅝c. f. o. b. afloat; options, an early weakness gave way in the afternoon to a feverish upturn and big advance on a scare of shorts and crop damage rumors. The close was strong at 1¼a1¼c. net advance; May closed 79⅞c.; July, 80⅛c.; September, 79⅝c.; December, 81¼c. Corn—Spot firm; No. 2, 69⅞c. elevator and 70½c. f. o. b. afloat; options opened firm then sold off but recovered and was strong in the afternoon with wheat, closing 1½c. higher on May and ⅞c. up on other months; May closed 68¾c.; July, 67¼c.; September, 66c. Oats—Spot firmer; No. 2, 48c.; No. 3, 47½c.; No. 2 white, 51½a52c.; No. 3 do., 51a51½c.; track mixed western, 48a49c.; track white, 51a55c.; options active and firmer on bullish crop news and strength in other markets. Butter—Firmer; creamery, 27½a32c.; do. factory, 23a28c.; renovated, 23a30c.; imitation creamery, 23a29½c.; state dairy, 26a31c. Cheese—Firm; state full cream, early make, fancy colored and white, 13a13¼c.; full cream, large fall make, fancy colored and whit, 12a12¾c. Eggs—Strong; state and Pennsylvania, 16a16½c.; western, 16¼a17c.; southern, 15½a16c.

Chicago Grain and Produce Market.

Chicago, April 15.—Speculation in grains was of an erratic nature again today. Doubts as to the possible effect of the British import duties on bread stuffs mixed the wheat trade early and other influences pressed prices down somewhat, while a break at St. Louis hurt corn here. Just before the close, however, wheat began to skyrocket and corn tailed after. May wheat closed 1½a1⅝c. higher; May corn, 1¼c. up and May oats advanced. Provisions gained a shade to 10c. Cash quotations were as follows: Flour—Firm; No. 3 spring wheat, 69a72½c.; No. 2 red, 80½c.; No. 2 oats, 43a43¾c.; No. 2 white, 44½a45¼c.; No. 3 white, 44¼a45c.; No. 2 rye, 57½c.; fair to choice malting, 63a68c.; No. 1 flax seed, $1.65½; No. 1 northwestern, $1.77; prime timothy seed, $6.90; mess pork, $16.90a16.95; lard, $9.75a9.77½; short ribs, $9.15a9.25; dry salted shoulders, 7½a7⅝c.; short clear sides, $9.65a9.75; whiskey, $1.30.

Chicago Live Stock Market.

Chicago, April 15.—Cattle—Receipts, 1,000; Steady; good to prime steers, nominal, $6.75a7.40; poor to medium, $4.75a6.50; stockers and feeders, $2.75a5.25; cows, $1.40a6; heifers, $2.50a6.35; canners, $1.40a2.50; bulls, $2.50a5.45; calves, $2.50a5.25; Texas fed steers, $5.25a6.25. Hogs—Receipts today, 18,000; tomorrow, 25,000; left over 3,000; 5a10c. higher; mixed and butchers, $6.85a7.35; good to choice heavy, $1.25a7.35; rough heavy, $7a7.25; light, $6.80a7.10; gulk of sales, $7a7.25. Sheep—Receipts, 14,000; sheep strong to 10c. higher; lambs, steady; good to choice wethers, $5.25a6; western sheep, yearlings, $4.75a6; native lambs, shorn, $4.75a6.50; western lambs, shorn, $5.25a6.60.

Buffalo Live Stock Market.

East Buffalo, April 15.—Cattle—Receipts, light, firm; veals, steady. Hogs—Receipts, 2,800; 5c. lower on light grades; no heavy here; medium, $7.30a7.40; pigs, $6.75a7; stags, $4.50a5. Sheep and Lambs—Offerings 1,600 head; steady at yesterday's prices.

Oil Market.

Oil City, Pa., April 15.—Credit balances, 115; certificates, no bid; shipments, 76,053 barrels; average, 107,518 barrels; runs, 77,906 barrels; average, 75,319 barrels.

Violated Terrapin Laws.

By Exclusive Wire from The Associated Press.

Trenton, N. J., April 15.—Governor Murphy gave another hearing today on the application to have extradited the six South Jersey fishermen who are wanted in Delaware for violating the terrapin laws of that state. An agreement was reached that if the men are indicted in Delaware they will go of their own will to Delaware and stand trial. In the meantime the men are to remain in this state.

RAILROAD TIME TABLES.

Delaware and Hudson.

In Effect November 24, 1901.

Trains for Carbondale leave Scranton at 6.20, 8.00, 8.53, 10.13 a. m.; 12.00, 1.29, 2.34, 3.52, 5.29, 6.25, 7.57, 9.15, 11.20 p. m.; 1.31 a. m.

For Honesdale—6.20, 10.13a. m.; 2.34 and 5.29 p. m.

For Wilkes-Barre—6.38, 7.48, 8.41, 9.38, 10.43 a. m.; 12.03, 1.42, 2.18, 3.28, 4.27, 6.10, 7.48, 10.41, 11.30 p. m.

For L. V. R. R. Points—6.38, 9.38 a. m.; 2.18, 4.27 and 11.30 p. m.

For Pennsylvania R. R. Points—6.38, 9.38 a. m.; 1.42, 3.28 and 4.27 p. m.

For Albany and all points north—6.20 a. m. and 3.52 p. m.

SUNDAY TRAINS.

For Carbondale—8.50, 11.33 a. m.; 2.34, 3.52, 5.52 and 11.17 p. m.

For Wilkes-Barre—9.38 a. m.; 12.03, 1.58, 3.28, 6.32 and 9.17 p. m.

For Albany and points north—3.52 p. m.

For Honesdale—8.50 a. m. and 3.52 p. m.

W. L. PRYOR, D. P. A., Scranton, Pa.

RAILROAD TIME TABLES.

Pennsylvania Railroad.

Schedule in Effect June 2, 1901.

Trains leave Scranton: 6.35 a. m., week days, through vestibule train from Wilkes-Barre. Pullman buffet parlor car and coaches to Philadelphia, via Pottsville; stops at principal intermediate stations. Also connects for Sunbury, Harrisburg, Philadelphia, Baltimore, Washington and for Pittsburg and the west.

9.38 a. m., week days, for Sunbury, Harrisburg, Philadelphia, Baltimore, Washington and Pittsburg and the west.

1.42 p. m., week days (Sundays, 1.58 p. m.), for Sunbury, Harrisburg, Philadelphia, Baltimore, Washington and Pittsburg and the west.

3.28 p. m., week days, through vestibule train from Wilkes-Barre. Pullman buffet parlor car and coaches to Philadelphia via Pottsville. Stops at principal intermediate stations.

4.27 p. m., week days, for Hazleton, Sunbury, Harrisburg, Philadelphia and Pittsburg.

J. B. HUTCHINSON, Gen. Mgr.

J. B. WOOD, Gen. Pass. Agt.

New Jersey Central.

In Effect Nov. 17, 1901.

Stations in New York, foot of Liberty street and South Ferry, N. R.

Trains leave Scranton for New York, Philadelphia, Easton, Bethlehem, Allentown, Mauch Chunk, White Haven, Ashley and Wilkes-Barre at 7.30 a. m., 1 p. m. and 4 p. m. Sunday, 2.10 p. m.

Quaker City Express leaves Scranton at 7.30 a. m., through solid vestibule train with Pullman Buffet Parlor Cars, for Philadelphia, with only one change of cars for Baltimore, Washington, D. C., and all principal points south and west.

For Avoca, Pittston and Wilkes-Barre, 1 p. m. and 4 p. m. Sunday, 2.10 p. m.

For Long Branch, Ocean Grove, etc., 7.30 a. m. and 1 p. m.

For Reading, Lebanon and Harrisburg, via Allentown, at 7.30 a. m. and 1 p. m. Sunday, 2.10 p. m.

For Pottsville at 7.30 a. m. and 1 p. m.

For rates and tickets apply to agent at station.

C. M. BURT, Gen. Pass. Agt.

J. S. SWISHER, Dist. Pass. Agt., Scranton.

RAILROAD TIME TABLES.

Delaware, Lackawanna and Western.

In Effect Nov. 3, 1901.

Trains leave Scranton for New York—At 1.40, 3.15, 6.05, 7.50 and 10.05 a. m.; 12.45, 3.40, 3.33 p. m. For New York and Philadelphia—7.50, 10.05 a. m., and 12.45 and 3.33 p. m. For Tobyhanna—At 6.10 p. m. For Buffalo—1.15, 6.22 and 9.00 a. m.; 1.55, 6.50 and 11.35 p. m. For Binghamton and way stations—10.20 a. m. and 1.10 p. m. For Oswego, Syracuse and Utica—1.15 and 6.22 a. m.; 1.55 p. m. Oswego, Syracuse and Utica train at 6.22 a. m. daily, except Sunday. For Montrose—9.00 a. m.; 1.10 and 6.50 p. m. Nicholson accommodation—4.00 and 6.15 p. m.

Bloomsburg Division—For Northumberland, at 6.35 and 10.05 a. m.; 1.55 and 6.10 p. m. For Plymouth, at 8.10 a. m.; 3.40 and 9.00 p. m.

Sunday Trains—For New York, 1.40, 3.15, 6.05 and 10.05 a. m.; 3.40, 3.33 p. m. For Buffalo—1.15 and 6.22 a. m.; 1.55, 6.50 and 11.35 p. m. For Binghamton and way stations—10.20 a. m. Bloomsburg Division—Leave Scranton, 10.05 a. m. and 6.10 p. m.

Lehigh Valley Railroad.

In Effect, Nov. 3, 1901.

Trains leave Scranton.

For Philadelphia and New York via D. & H. R. R., at 6.38 and 9.38 a. m., and 2.18, 4.27 (Black Diamond Express), and 11.30 p. m. Sundays, D. & H. R. R., 1.58, 8.27 p. m.

For White Haven, Hazleton and principal points in the coal regions, via D. & H. R. R., 6.38, 2.18 and 4.27 p. m. For Pottsville, 6.38 a. m., 2.18 p. m.

For Bethlehem, Easton, Reading, Harrisburg, and principal intermediate stations, via D. & H. R. R., 6.38, 9.38 a. m.; 2.18, 4.27 (Black Diamond Express), 11.30 p. m. Sundays, D. & H. R. R., 9.38 a. m.; 1.58, 8.27 p. m.

For Tunkhannock, Towanda, Elmira, Ithaca, Geneva and principal intermediate stations, via D., L. and W. R. R., 8.10 a. m. and 3.50 p. m.

For Geneva, Rochester, Buffalo, Niagara Falls, Chicago and all points west, via D. & H. R. R., 7.48, 12.03 a. m.; 1.42, 3.28 (Black Diamond Express), 7.48, 10.41, 11.30 p. m. Sundays, D. & H. R. R., 12.03, 8.27 p. m.

Pullman parlor and sleeping or Lehigh Valley Parlor cars on all trains between Wilkes-Barre and New York, Philadelphia, Buffalo and Suspension Bridge.

ROLLIN H. WILBUR, Gen. Supt., 26 Cortland street, New York.

CHARLES S. LEE, Gen. Pass. Agt., 26 Cortland street, New York.

A. W. NONEMACHER, Div. Pass. Agt., South Bethlehem, Pa.

For tickets and Pullman reservations apply to city ticket office, 60 Public Square, Wilkes-Barre, Pa.

New York, Ontario and Western.

In Effect Tuesday, Sept. 17, 1901.

NORTH BOUND.

Trains.	Leave Scranton.	Leave Carbondale.	Arrive Cadosia.
No. 1	10.30 a. m.	11.10 a. m.	1.00 p. m.
No. 7	6.10 p. m.	Ar. Carbondale 6.40 p. m.	

SOUTH BOUND.

Trains.	Leave Cadosia.	Leave Carbondale.	Arrive Scranton.
No. 6		7.00 a. m.	7.40 a. m.
No. 2	2.15 p. m.	4.00 p. m.	4.40 p. m.

SUNDAYS ONLY, NORTH BOUND.

Trains.	Leave Scranton.	Leave Carbondale.	Arrive Cadosia.
No. 9	8.30 a. m.	9.10 p. m.	10.45 a. m.
No. 5	7.00 p. m.	Ar. Carbondale 7.40 p. m.	

SOUTH BOUND.

Trains.	Leave Cadosia.	Leave Carbondale.	Arrive Scranton.
No. 6		7.00 a. m.	7.40 a. m.
No. 10	4.30 p. m.	6.05 p. m.	6.45 p. m.

Trains Nos. 1 on week days, and 9 on Sundays, make main line connections for New York city, Middletown, Walton, Norwich, Oneida, Oswego and all points west.

For further information consult ticket agents.

J. C. ANDERSON, G. P. A., New York.

J. E. WELSH, T. P. A., Scranton, Pa.