

**SOUTH SALINA STREET ARSON
THE BENNETT INSURANCE CASE
SYRACUSE, NEW YORK 1871
PART IV**

Part four of our series begins with the April 27, 1871 testimony in the civil trail regarding the Bennett Insurance Case. F. P. Vedder's sons arrive from Canada to offer testimony. Witness testimony on May 30 includes Sarah Jane Vedder, Thomas Power, W. J. Hough, O. L. Hickock and George Knight.

Also included is our first printing of the Whitehall Register (Greene County, Illinois) of the accounts of the trial back in Vedder's home county from June 1871.

Also printed are some of the statewide coverage from the Weekly Advertiser in Oswego, NY and our first reports of a grand jury panel meeting in Syracuse regarding arson and insurance fraud.



Court House where many of the legal proceedings were believed to have been held and where Fralick was in custody. Photograph from www.ancestry.com

THE SYRACUSE DAILY JOURNAL
FRIDAY APRIL 28, 1871

The Bennett Insurance Case

The taking of testimony in this case was continued through yesterday. The morning was consumed in the eliciting of additional facts as to the books of Bennett and Briggs, the transfer of goods, and the whereabouts of Fralick on the night of and previous to the fire. In the afternoon Isaac Vedder, of Carrollton, Ill., was sworn. His testimony was mainly about the transfer and packing of goods, and as to the whereabouts of Fralick on the night of the fire.

Last evening Orange and Frank Vedder arrived here from Hamilton, Canada, and at the opening of court this morning the former was called to the stand, and was still on at the afternoon adjournment.

Yesterday afternoon Mr. F. P. Vedder was put under arrest, and is now in charge of a deputy Sheriff.

This forenoon Bennett and Briggs appeared before Judge Moran, and gave bail in the respective sums of \$25,000 and \$20,000. This bail is but temporary, as new bonds will be given for their appearance the fore part of next week.

It was rumored yesterday that interested parties had entered a complaint against Mr. Vedder in that city, charging him with obtaining goods to the amount of \$4,000 by means of false representations. These goods Mr. Vedder claimed were purchased several weeks since by Mr. Fralick and against his wishes; that he made no prepositions in the matter, but that Fralick did, and caused the bookkeeper to write a letter to which his (Vedder's) name was signed, and upon the representations of which the goods were sent forward.

It is thought that the prosecution will place upon the stand, tomorrow probably, Messer's Bennett, Briggs and Fralick. The latter had not, at noon today, secured bail and is still in confinement.

The Syracuse Journal
May 30, 1871

*THE BENNETT INSURANCE CASE,
OBSERVATIONS OF THE LEGAL PROCEEDINGS AT UTICA*

At three o'clock yesterday afternoon, the trial of Krastos J. Tefft, assignors vs. thirty-three insurance companies, for recovery of \$119,500 the aggregate amount of policies issued to Messrs. Bennett Brothers on their stock of goods in the stores Nos. 85 and 87 South Sallas Street, which was burned on the morning of December 27, 1869, was resumed.

The insurance companies defend upon the ground that the firm set the fire by which the goods were destroyed, and that the companies are not therefore holden for the amount of the policies.

The case is before Judges Bacon, Holmes and Johnson, as referees. Judge Mason, of Utica, and D. J. Mitchell, esq., of Syracuse, appear as counsel for the insurance companies, and Geo. Hardin of Little Falls and Hon. C. B. Sedgwick, of Syracuse, for the plaintiff. A large number of witnesses are in attendance, and the case excites considerable interest in Utica.

The case was re-opened by the defense, who called Mrs. Vedder.

THE FIRST WITNESS

Sarah Jane Vedder sworn – I am the wife of F. P. Vedder; reside at 135 South salina Street, Syracuse; Mr. Bennett called at my house in November last; I wrote a letter to him; he called in reply to it; had a conversation with him in reference to my husband's and Mr. Fralick's affairs; remember my husband's being sworn; Adam Fralick called several times during the week and so did Bennett; Bennett held interviews with my husband, in the parlor and always alone; did not hear any of their conversations; his interviews were brief; of twenty minutes duration, perhaps; Fralick came also at times, but not always alone; I was in the room at some of the Fralick's interviews; Fralick was never in my house until I wrote him the letter; I knew my husband made as assignment during his trial.

Mr. Mitchell here proposed to show that since the adjournment of the case, parties has attempted to confine the husband of the witness in the Insane Asylum in Utica, to which proposition the counsel on the other side objected on the grounds of irrelevancy.

The court sustained the objection, and Mr. Mitchell noted an exception.

Cross Examined – My husband was not sick at the time of writing the letter to Bennett; Mr. Vedder was at the store at the time Mr. Bennett called; Mr. Bennett called to see my

husband after Nye was sworn; Vedder was sick at home; he called in the forenoon at one time; staid fifteen or twenty minutes; no one was in the room with them; I did not see Bennett that forenoon; never saw home but once, and that was in the evening; Mr. Vedder saw him; I did not; I saw home during the adjournment at my house; staid long enough to write a note; I did not see him and Vedder together the week of the adjournment.

Redirect – Someone rang the bell, Mr. Vedder's daughter let someone in; it was announced who it was that called; Mr. Vedder did not go to the door. My husband is sick at home at present, with rheumatism; he was taken sick three or four days since. Dr. Dallas is attending him.

THOMAS POWER'S TESTIMONY

Thomas Power's sworn – I was a clerk in Vedder's store; commenced in December last; I was at work there up to the failure; I know Briggs and Bennett by sight; don't know either personally; I recollect that Adam Fralick was arrested; I heard of it the morning after his arrest; I saw him at 3 o'clock p.m., the day he was arrested; he was in the store; Vedder's store.

Mr. Mitchell here proposed to show that Adam Fralick attempted to escape from Syracuse, at that time. This was objected to, and the objection was sustained. Mr. Mitchell noted an exception.

Mr. A. J. Davis recalled – I have secured a book used in P. M. Finch's store in Oswego; the amounts of the daily sales are recorded in it; it is a cash book; (Further evidence was here objected to, but the objection was overruled by the court;) the accounts in the book were open October 13th, 1869; amount of cash sales that day were \$ 617.50; the sales for the month of October were \$ 1,970.; November \$ 6,053.; December \$ 5,457.; January, 1870, \$ 2,532; February \$ 1,749.; March \$ 2,182.; April (unreadable); May \$ 2,718.; June \$ 2,836.; July \$ 1,847.; August \$ 539.; Total \$ 33, xxx.; the book has account of auction sales; the auction sales were in Oswego and Auburn; sales in Oswego for the month of June 1869, were \$ 1,760.; July \$ 1,896.; August \$ 1,986.; total \$ 5,643; total amount of money sent to Vedder from Oswego, \$ 25,856.

Vedder's ledger, which was found since the adjournment, was produced, and a statement of sales at the Vedder's store in 1869, was offered in evidence, and objected to on the ground that the books had not been identified as belonging to Vedder.

W. J. HOUGH TESTIMONY

W. Jerome Hough sworn – I reside in Syracuse; have been engaged in merchandising for twenty-five years; also been connected with D. McCarthy's store; I assist in weighing the bill of goods this bill (bill produced) calls for; this bill is one of goods bought by Vedder, October 11, 1869; bought of Bennett Brothers; I took goods corresponding to those on

the bill and weighed them; goods amounted to \$ 883.63; goods weighed 1,319 pounds; that included twelve trunks; the trunks weighed from twenty-five to forty pounds.

Cross Examined – First saw this bill on Saturday last; I had assistance in weighing the goods; I did not measure the yards, or count buttons or bundles of tape; I weighed no trunks; weighed the goods at Chadwick's store; I called the trunks twenty-five to thirty pounds each; I made the weights at Mr. Rae's suggestion.

Re-direct – Mr. Mitchell also made a request that I weigh the goods on the night previous to weighing them.

THE DEFENCE REST.

Mr. Mitchell stated that the defence would here rest with the right to call Finch, Vedder's daughter, and one or two other witnesses, not present, for the purpose of proving identity of the books in question, and as to who called at Vedders since adjournment; these witnesses to be produced as soon as possible.

THE PROSECUTION

The prosecution proceeded to offer rebutting testimony as follows: -

O. L. HICKOCK'S TESTIMONY

Hickock sworn – Reside in Syracuse; am traveling agent for Fowler and Lyons, of Syracuse; I was in the employ of Bennett Brothers in April 1869, and continued until the fire; had charge of the notion department in the south store.

An attempt was made by the prosecution to reopen the testimony as to the amount of stock in the departments of the Bennett store, to which the defence objected. The court sustained the objection. The counsel noted an exception.

GEORGE KNIGHT'S TESTIMONY

George Knight sworn – Have been in the employ of Bennett Bros.; began work October 10th, 1869; I left the store at two o'clock on Christmas Day, December 25; had charge of clothes department in the rear of the store; am a tailor by trade; Bennett, Robinson and other clerks were in the store when I left.

At half past five o'clock a recess was taken till Tuesday morning at 9:30 o'clock.

TUESDAY MORNING.

The examination was resumes at half-past nine o'clock this morning. The following is a summary of the testimony; -

Caroline Vedder, daughter of F. P. Vedder, testified to several interviews between Bennett and Fralick, at Vedder's house, since the case was last under examination.

George Knight testified to having seen fire and smoke in Bennett's furnace on the night of December 26, 1869; no wood was used in the furnace, and he thought the occurrence singular.

The night before the fire, M. D. Robbins discovered smoke in the store and made a search for the origin of it. He had observed smoke before, but never investigated the cause before. He did not discover any smell of kerosene at the time of the fire.

Joseph A. Griffin testified to the discovery of silk and poplin remnants, shirtings and calico in Bennett's store after the fire.

There was nothing important elicited by the testimony, which was mainly rebutting in character. A further hearing of the case has been postponed until half-past nine o'clock to-morrow morning in observance of Decoration Day.

WHITEHALL REGISTER

Saturday, June 3, 1871

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Case of Francis P. Vedder

“Some two or more issues of the Syracuse, New York, papers have been received in this county the past few weeks, giving full and startling details of the case now in progress at Syracuse in which Mr. Francis P. Vedder so long county clerk of Greene County, acts a conspicuous part. We do not design to misrepresent the facts, but desire to state them fairly, and consider, from the fact that, for at least fifteen years, Mr. Vedder assumed to raise men up or put them down in Greene County, at will, the people here have a right to the details in his case.

It seems Mr. Vedder, with two partners, named Bennett and Fralick, was extensively in the goods business in Syracuse, having, as everybody knew, extensive means and, at a period of their greatest prosperity, running branch houses in different directions, their main house burned, down with its contents, being under a hotel with seventy lodgers. The necessary affidavits were made both as to the amount of stock on hand and the accidental character of the fire by Mr. Vedder. A large insurance was claimed which was compromised at \$40,000.

Subsequently new developments were made that excited the suspicion of the insurance companies and others and investigations were commenced. Mr. Vedder, it seems, made full confession of the guilty scheme, tendered his evidence against the other partners, admitted that the house had been burned intentionally, he having been present when the match was applied. Also, that he had sworn falsely as to the facts, but excused himself on the ground that he had been wholly in the power of one man, (Fralick), who at one stage of the business denounced him as being weak-kneed: further that the goods from the firm had been secretly sent out before the fire. Mr. Vedders sons, Frank and Orange, also swore to packing and shipping goods at night and on Sunday in large quantities, for which they received \$5.00 a day extra from the firm.

Further in the proceedings the attorneys and friends of Mr. Vedder applied to him to admit his insanity as the only means of saving himself. This he declined to undertake but agreed to accompany them to the asylum, and in the absence of examining physicians was by the assistant duly admitted. This course being disapproved by the principal and his being at most a matter of exceeding doubt as to the insanity of the patient, steps were at once taken to remove him and put the case before the grand jury.

A thorough investigation is now going on in each partner's case, for arson, perjury and swindling the insurance company and attempt to murder, and the last papers state that the state's and other attorneys interested are determined to push the case to the bitter end We shall give further details hereafter.

Should it turn out that the case is not so bad against Mr. Vedder as reported in the papers, we shall be the first to state it, as the case must be painful to his friends in Greene County. We suppose there is no doubt of the equal if not greater complexity of the other members of the firm.

Mr. Vedder was a ruling spirit in local politics of this county for several years and amassed at least \$25,000 in office here and it maybe twice that amount He successfully carried on what was called the 'Courthouse Clique' for many years against all opposition and was only beaten by a rebellion among his own friends, which was when he was ruled out by the county convention **and** finally beaten at the polls for county clerk in 1861. He was afterwards quartermaster with

the 61st Regiment, lost his wife here, a very estimable lady, who had reared a large and respectable family: when shortly to New York married a young woman, bringing her on here, and only remaining a short time 'til he removed and permanently relocated at Syracuse, New York, where he has been extensively in business up 'til the late occurrences above cited."

**WEEKLY ADVERTISER
OSWEGO, NEW YORK**

WEDNESDAY MAY 24, 1871

A NEW LEGAL TRICK

Most of our readers are doubtless familiar with the facts in the Bennett Insurance case, in which Mr. Vedder, one of the parties to the transaction became state's evidence, and made a full confession of all the circumstances attending the burning of Bennett's store and the transfer of goods before the fire. The evidence of Mr. Vedder was, of course, damaging to the prosecution, and it became necessary to take some measures to discredit his testimony. Accordingly certain parties have represented to Vedder, whom the Standard calls "a simple-minded man", that his confession would bring disgrace on himself, and in his being committed to the state's prison. After repeated attempts to work upon his fears and imagination, they finally succeeded in persuading him to admit that he was insane and to accompany them to Utica, hoping by this means to break down his testimony. Accordingly Mr. Vedder went to Utica in company with two physicians, and in the absence of Dr. Grey was admitted as a lunatic. The District Attorney and counsel for the defence were astonished at these proceedings and have taken action and efficient measures to secure the release of Mr. Vedder, who is wanted as witness before the Grand Jury this week. He will probably be released from the Asylum immediately, and returned to Syracuse. The whole transaction will be thoroughly investigated.

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Daily Palladium
Wednesday June 1, 1871

It is understood that the grand jury at Syracuse Monday did not find a bill of indictment against Francis P. Vedder. He was before the jury several hours and was one of the most important witnesses against Bennett, Fralick and Briggs who were indicted.

The Bennett insurance case is progressing in Utica. Bennett will be examined in this case. F. M. Fitch swore that he had charge of the Oswego store, and that the amount of sales was \$33,130 from October 1869 to August 9, 1870; and that he shipped back to Syracuse \$15,000 to \$20,000 worth of goods.

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