

THE SOUTH SALINA STREET ARSON
THE BENNETT INSURANCE CASE
PART IX
ADAM FRALICK'S CRIMINAL ARSON TRIAL

Part VIII ended in April 1872. Part nine starts with the Criminal trial of Adam Fralick in May 1872 in Auburn, New York. The trial is being held before a three judge panel and a jury and the following is a definition of the Oyer and Terminer as it was in the late 1800's.

Courts of Oyer and Terminer

Before 1823, Supreme Court justices presided over circuit courts. Starting that year the Governor appointed (with Senate approval) separate circuit judges in each of the eight senatorial districts of the state. Circuit courts were held in each county at least twice a year to try civil cases initiated in the Supreme Court. The circuit judge also received a commission from the governor to preside over a court of oyer and terminer, which can be considered the criminal branch of the circuit court. Assisting him on the bench of the court of oyer and terminer were two of the county judges. (In New York City and certain upstate counties the associate judges of the court of oyer and terminer could be either county judges or the mayor, recorder, or aldermen of the city located in that particular county.) Courts of oyer and terminer had the power to inquire by a grand jury into all crimes and misdemeanors in the county, to try indictments found by the grand juries of that court and the court of general sessions, and to "deliver the jail" of the prisoners who had been taken into custody on warrants.^[2] (Because of this authority to "deliver the jail," the court was sometimes called the court of oyer and terminer and general gaol delivery.) The court of oyer and terminer had exclusive jurisdiction over all trials of defendants charged with crimes punishable with death or life imprisonment

Part nine is the complete case as best as can be found using a number of different newspaper accounts of the trial in May 1872. Several of the newspapers are very difficult to read and some words cannot be made out or the print was damaged prior to copying. In those few cases the undetermined or unreadable word is indicated by a ___ (line). It is also interesting to note the language used and the spelling is at times unique. The articles were transcribed as originally written.

Unlike the civil insurance case printed earlier then news accounts here only give a summary of the witness answers and one must use their imagination to figure out the question from either the prosecutor or defense attorney.

The case presented by the prosecution is very similar to what we see presented today in criminal trials. Part X will present the defense case put on by Mr. Fralick's defense team.

Daily Bulletin
Auburn, New York
Friday May 17, 1872

Court Record

James C. Smith, presiding

Special Oyer and Terminer

The trial of Adam Fralick opened yesterday afternoon.

The prisoner is indicted for arson in the first and third degrees, in being connected with a conspiracy to burn certain premises in Syracuse, in December, 1869, with intent to defraud insurance companies, to the number of thirty-three.

F. A Lyman, Esq., of counsel for the people, opened the case to the jury, giving a statement of circumstances connected with the prosecution, including the development of suspicions against the defendant, which finally caused the arraignment of the defendant and other parties supposed to be implicated.

The premises in question comprised the Crouse block, occupied by stores and a boarding house over stores Nos. 83, 85 and 87 South Salina Street, Syracuse.

Wm. B. Kirk, was the first witness called and examined by Mr. Hiscock.

Saw a number of boxes in front of Vedder's store on Christmas morning before the fire; felt of four of them; they were filled; marked to go to Oswego and some to Auburn. Cross examined as to why he was passing the store, and was ask to tell who kept stores on both sides of the street between between Fayette and Jefferson streets.

Charles W. Curtiss, sworn-Had lease of premises, and called upon to describe the premises more particularly than the last witness.

The people attempted to show that this witness attempted to lease the boarding house of Mr. Bennett, but it was excluded at the present stage of the case.

Reuben Wood, sworn, says he saw the same boxes which Mr. Kirk saw on Christmas morning; a week previous, late at night, after midnight, he was awakened by a noise

made by the wheeling of three or four trucks from Bennett's to Vedder's store; he was looking towards their stores, which were lighted, and saw these trucks, loaded with boxes, move from Bennett's to Fralick's; stores were lighted; front doors were open; I saw by light from store and not by light of the night; didn't see people on the street. Their stores are on the main business street of Syracuse.

Court adjourned till 8:30 A.M. tomorrow.

Friday, May 17.

Henry Gifford, sworn for the people, testifies in substance, that he is one of the partners who owned the block, in which was situated the Bennett stores; that the diagram produced in court was generally correct. Said diagram was allowed in evidence.

John H. Forey, testified that he was formerly in the employ of the N. Y. Central Railroad Company, was returning home the night of the fire, and when near the Bennett block, noticed that the smell of kerosene was very strong; after getting home heard the cry of fire. Went down to the fire; saw Fralick there; prisoner wanted him to take charge of Vedder's store, and help get out the goods.

Got a number of boxes and packing trunks, which seemed to be filled with goods; started to go up the stairs when Fralick forbid him and told him it was as much as his life was worth to do so. Saw no danger as there was no fire up there. Shortly after, a second alarm of fire was given and he noticed that there was a fire in the rooms above. Made shipment of goods from Bennett's and Vedder's stores, previous to fire.

Said shipments were offered in evidence, to which the defendants counsel objected. The court overruled the objection and the shipments were allowed in evidence.

Henry Riley testified he was a police officer at the time of the fire. Just before the fire broke out, saw Fralick and two night watchmen in a saloon. Was at the fire. Went around behind the stores and went in a door which was unlocked. Cellars were full of smoke.

Henry Riley further testifies; Saw fire in the basement; after saw fire in the Curtis house, in the rear of the block, before the fire broke through from below.

Phillip Eckle testified he was chief of Fire Department. When he got to the Bennett block, saw smoke coming out of the cellar. Got down to look in and saw flames in the

cellar. Put a stream on the flames, and succeeded in subduing the flames to some extent, when I was informed that the Curtis house above was in flames. Changed the stream from the basement to the Curtis house but I could make no progress.

Harlow C. Watkins, Resided in Syracuse. Was boarding in the Curtis house, over Bennett's store. Was disturbed Saturday night before the fire, by the packing of goods and the nailing of boxes; it was about one or two o'clock. Heard the same on Sunday night, but not quite so loud; heard it until I went to sleep. Was awakened by fire about one o'clock; saw no fire in Curtis House.

Witness being cross-examined as we go to press.

**The Daily Courier
Syracuse, New York
May 20, 1872**

**THE BENNETT ARSON CASE
THE TRIAL OF ADAM FRALICK**

SECOND DAY CONTINUED

Special Correspondent of the Courier.
Auburn, May 17, 1872

Afternoon Session.

Phillip Eckle was next sworn - chief of Fire Department; He found the fire was in Bennett's north cellar; went to rear and got stream into cellar, which was full of flames; the fire was towards Salina Street, covering about half the street; He thought they were playing on it with good effect; it was getting dark; he then went up to the Crouse house; went down the hall from the kitchen to a door and opened it; the fire was there.

Harlow C. Watkins, was the next witness sworn – His room was directly over Vedder's store; got home Saturday night about midnight; was disturbed that night by the moving of boxes and packing goods; he heard the same Sunday night; similar noise on Sunday night; heard it until he went to bed; heard it when he was awakened by the alarm of fire.

On cross-examination, he said he went to bed at 10 o'clock; could smell smoke when he went to bed; could smell smoke at tea-time at 5:00 p.m.; smelled smoke in the hall at 8 o'clock; sound seemed like it passing from one store to another; smell was a peculiar smell for smoke.

William C. Harvell sworn; is a clerk now at McCarthy & Co.'s; has been in Vedder's employ; was engaged by Fralick; Fralick had general oversight of the store; Vedder did not do much; found more goods in my stock in the morning than there was the night before; Fralick was there generally when I left the store nights; those additions to stock were made, perhaps, once or twice a week; did not know where they came from; stock was replenished in other ways; at different times of the day usually from upstairs; this witness left the store for the last time before the fire between 9 and 10 o'clock in the morning of Christmas day. After the alarm of fire, when he went in, there were 8 to 12 boxes standing in the front part of the store; Vedder and Charles Fralick were in there then; have no recollection of seeing any boxes in there on Saturday morning; thinks he saw Vedder or Fralick stand at the door when he went down; thinks he saw Fralick first; thinks Fralick opened the store first, and this witness and Fralick went in; on the floor there were cases of goods, from 8 to 12, and about the same number of packing trunks; some on the floor; some under the counter; it was half an hour after they went in before they went to work at goods; the boxes were taken in front of church at first and then they were afterwards put in No. 92 Miss Keeler's store; I helped unpack these boxes; there was one trunk of silks and some in another, a common packing trunk; never saw the silks in Vedder's before. This witness remained with Vedder until the stock was assigned to Andrew J. Lynch; these silks were not taken out; no one could see the trunks from the middle of the store; he helped place them under the counter by Mr. Fralick's direction; nothing taken out of the trunks that I know of; these trunks were not opened at the adjustment of Vedder's loss; there were shawls in the trunk; one was filled with shawls; don't know of that being opened until loss was adjusted; trunks that was placed under the cloth counter but out of sight and observation; there were trunks of thread; ribbon; these shawls were paisley shawls, worth from \$12 to \$50 each; could get in 20 to 30; think the trunk was full; perhaps 30; there were 15 to 20 pieces of silk in one trunk; from 20 to 40 yards in a piece; gave no idea of the value of the ribbons; they are one of the most valuable line of goods; some of the trunks were left in sight; saw a bundle of books in Vedder's store. NO. 82 the second or third time I went in; there were four or five books; saw no one take them; heard Fralick say, perhaps the next day after the fire, that the books were burned up; think he said they were in the desk that burned up; tried to get it out.

This witness found the ledger and bills in the black satchel after Fralick was arrested; Fralick had charge of the business until the arrest all the time; goods were shipped to Auburn; think fifteen or twenty trunks came to the store two or three weeks before the fire; these were the first that were got and they were put under the counter; they came from Olmstead & Jones; heard a talk between Vedder and Fralick after the settlement of the insurance policies; was not paying much attention; heard Adam Fralick say "After I got everything fixed you had to up and bust it up" he called him a "God Damn Old Fool"; thinks he heard Fralick say there was not any goods upstairs; at that conversation he said they might have got the whole amount of policies; Vedder said in this talk that he got \$18,500; they were talking of goods being upstairs and Fralick said there was nothing; this talk was the week after the fire.

On cross-examination the prisoner's counsel expressed himself satisfied, and asked but few questions:

There were twelve to fifteen clerks employed in the store; goods were received in the evening and unpacked, I could not very well bring in goods while trading; Fralick did not make the statement to Vedder that he would not have cared if it were not for the goods upstairs; he did not say to Vedder that he was a fool for settling for \$18,500 when he once settled for \$20,000; there was a change in Vedder's cost mark after I went in there.

William H. Craig sworn – Was a boarder at the Crouse House in the front room over Bennett's north store; between nine and ten o'clock discovered a peculiar smell; it was kerosene; seemed to come from below; got up and smelled of the carpet at about eleven o'clock; it smelled strong, quite strong; was more so near the floor; had no kerosene in his room; no sign of it on carpet; went to bed and slept; was aroused near one o'clock by the cry of fire; great deal of smoke in the house.

Mrs. William H. Craig, the next witness, swore in substantially the same facts as her husband, detailed the number of times she got up and looked for the source of the kerosene smell.

Allen F Nye, the next witness, said was employed by Adam Fralick in 1867, at NO. 67 South Salina Street; think Vedder came here in the Spring of 1868; Fralick was in cramped circumstances; think the amount of inventory was from \$12,000 to \$18,000; sold to Vedder at forty to sixty cents on the dollar; store was at that place until the spring of 1869; Mr. Fralick always did the business; employed help; bought goods; when the witness went to do business at auburn he got his directions from Fralick; Vedder was at the store and that was all; Fralick had charge of the business.

The court adjourned to Saturday morning at 8:30 A. M.

The examination of Allen T. Nye was resumed.

I had a good stock of goods, better than average stock of goods, in Auburn; some calicoes and domestics were sold as leading articles at cost and less than cost; did not make much money here; bills were received with the invoice of goods; the goods were marked by them and then Fralick took them back; he said they were memorandum of goods and would do us no good; he was up here about once a week, and took the bills back with him at different times; I kept no merchandise account; just previous to the fire Fralick told me had \$40,000 worth of stock on hand, and they had \$50,000 stock at Oswego; was speaking of the goods on hand and not the goods that had been sold; there was a large stock of goods here and I would judge there was that amount just before the fire; had a heavier stock of goods than was necessary; had a duplicate stock of goods; shawls, linens, domestics, merinos &ct.; had no silks in cellar Fralick knew where I was storing goods; Fralick came up and marked goods before the fire; the last shipment came without a bill; in the spring of 1870 the store was broken up and the goods were, some of them, sold at auction, some were sent to Little falls to an auction store there, and the rest returned to 78 South Salina street. Fralick told me just after the fire to take down the decorations and take the goods down (to the) cellar; that was the first time he was here after the fire; some days I received \$800 from sales; would not average that; kept a book of sales, which was returned to the home store; from October 1st to the fire the sales averaged from \$150 to \$300 per day; after the fire not so much; paid expenses out of sales; expenses may have been \$100 per week; the money received by my cashier was taken to Syracuse by him two or three times; I think Fralick took it while here; I objected to Fralick sending so many goods two or three weeks before the fire; he gave some sort of answer that they were duplicates; I also spoke of the same subject a month after I came here about duplicate goods; he said we would need them; the next time I told him that we did not have room; the store was so filled as to be inconvenient ; Fralick told me he held a controlling interest in the concern; that was before and after the fire; at the auction Fralick sold the goods; it was on Genesco street, in this city, afterwards the goods were sent to 18 South Salina street; in the spring of 1871 an auction was held in the Larned block in Syracuse; the Little Falls store was started in February 1870; some goods were sent from here; when I first came we had the old cost mark used by Bennett; a week or two after I came here Fralick came up and changed to new mark, which was the new cost mark of Bennett. Three bills were shown the witness, purporting to be bills of goods sent him November 23, and two in December – one of \$1,235, one of \$1,864.74 and the other of \$836.39. The books of

the Syracuse store were delivered to me the day after the fire to take to Auburn; I had on looking at my account on the ledger that the Auburn store was credited with cash returned \$5,485.32 from October 2 to December 21; the debit amount of goods sent me on the ledger was \$23,871.03; neither of those three bills are charged to my account; the packages sometimes came broken open; goods were jumbled in regardless of shape; Fralick told me he had bought out Vedder before I was swearing in the insurance cases; said the papers were drawn and the old man was going out; there were three or four books I brought up here; looked at them and saw what they were; I took them back and left them with Mrs. Vedder; Fralick asked me about it; he told me they were the old stove store books; told me so in a in a room in the Larned block; he talked about buying Vedder out and proposed that the firm should be Fralick and Nye (taking in his nephew); he showed me a statement of what Charles and John Fralick were going to swear to; that was during the conversation; he did not ask me to swear to it; he said he had utmost confidence in me.

Cross-examination; Frank Vedder was my cashier; money was sent to home store by him; during the time he was there the amount was about \$11,850; the Vedder boy left because we had some disagreement the last of January or first of February; I proposed his leaving; After I had taken the books to Auburn, in a few days, I got a dispatch from Vedder, and I took them back in a black satchel and left them with Mrs. Vedder. This talk I had with Fralick in the Larned Block was the first I had about the books; that was about the first of April 1871. I saw the sales books in January 1871; in the store at 28 South Salina Street. Don't know what was done at the home store before the fire; those bill of goods sent to me belonged to Fralick; there was no use for the goods here; I kept a sales book of daily sales; goods came very frequently; just before the fire they came very frequently; Fralick was at No. 69 South Salina Street when I went to work for him; he was doing a good business; the store was over one hundred feet deep; he bought heavily after I went there; I thought he bought low; I think his largest stock was in the line of cloths; he employed ten or twelve clerks; the stock in my department was good; he made a specialty in clothes; I did not have much knowledge of the other departments; he has good goods extending through the whole length of the store; he afterwards moved to 67, a mate to 69; I had a good stock; he had a good stock in others; I was there till Vedder came in; we got new goods just before Vedder came in; the inventory was twelve to \$18,000, transferred by Fralick to Vedder; I got the value from the inventory; Fralick did not tell me about it; the stock was largely increased after we moved to 88; the first goods were bought in New York and Boston; they came by freight and by express over the New York Central Railroad; I don't know whether any came by canal or not; we moved into No. 83 in 1868, I think, maybe in 1869; bought largely all through; largely in millinery goods – a good many cusos; can't tell you how many; bought occasionally of Bennett when we had customers; this was in the spring

and summer of 1869; heavy purchases were made of Bennett just before came up here (Auburn); I came to Auburn just after we began getting them; Fralick went and selected them; there was more than one box came; there was a half dozen; the largest bulk came from the same store; there was a great many goods came here; out of my department in the home store I took cloths to bring here; left an assortment there; we always make a display about the holidays; not unusual to take down display after the holidays; we had leading articles to sell cheap, most merchants do; our store here was a single one from 80 to 100 feet deep; it was where the post office is now – one half of it; there were shelves; we made shelves and counters of boxes, plank and covers; there was no necessity to have only enough to sell and display; Fralick said he would close up here with a grand flourish; just before the fire Fralick told me there was \$40,000 worth in my stock; I brought no goods here or in New York; my cash book disappeared just before I was put on the stand; my cashier (one of the Vedder boys) and his father were there; Charles Fralick was cashier there—the regular bookkeeper; Vedder gave me the books at N0. ___ received instructions about not telling ___ Vedder; Don't know the amount of the goods at the home store; don't know the per cent of profit; Can't tell the difference between cost and sales mark; some goods that cost \$___ were marked at \$5.00; that cost seventy five cents marked \$1.00; that cost ninety cents marked \$1.25; the general average of marking was 33 1/3 per cent above cost; that was what we claimed to sell them at; never sold above marked price. I included everything in the 33 1/3 percent profit, those without marks and with; the buying and selling marks are private; at the home store they made good profit; in my store from 33 1/3 to 76 percent; have sold \$655 per day in home store; profits on millinery goods were 100 percent.

The examination of this witness will probably be resumed Tuesday morning at 8:30 to which time the further hearing was adjourned by the court.

**AUBURN DAILY BULLETIN
AUBURN, NEW YORK
MAY 22, 1872**

Court Record

**Hon. James C. Smith, presiding, Jno. W. Taylor
and Jno. Cuttendall, Esq., Justices for session
Wm. B. Mills, Esq., Dist. Atty Cayuga County,
W. P. Goodelle, Esq., Dist. Atty Onondaga County**

Special Oyer and Terminer

Tuesday, May 21.

Webster Kelsey—Was in the employ of Vedder previous to the fire. Was present when the store was opened at the time of the fire. It was opened by Fralick. Do not know where the books were kept. Should think there were from 10 to 12 boxes and as many trunks on the floor, which seemed to be filled with goods. I helped remove the goods from the store. Did not notice that any of Vedder's stock had been removed; was up in the loft 10 days or so previous to the fire. There were Millinery goods, Flannels and Cloths up there. Know that goods were sent to Auburn and Oswego. Do not know whether any of them came from Bennett's.

Cross Examination—Went in the employ of Vedder two or three months before the fire. When I went in the store there was not much smoke. Think the smoke was stronger in the Curtis House than in the store. Could not say just how many boxes and trunks there were, but should think more than six or seven. It was nothing unusual for me to go upstairs.

Lucius Brigham—Reside in Syracuse. Am the owner of the Brigham House, opposite the Bennett Block, Leased one of my stores, No. 92, to Vedder—a woman by the name of Keeler took possession—kept Millinery Goods. She kept the back part of it as a store room. Think she occupied both sides of the store. Was no one in the store but one girl besides Miss Keeler. Not over half the store was necessary for her business. Vedder never occupied any part of it until after the fire.

Cross-Examination—When I rented the store, I think Vedder told me he wanted to secure the store, as his business lease would expire the next March—that was his excuse for leasing.

William Oppenhammer—Live opposite the Bennett Block; saw Adam Fralick on the Sunday morning before the fire, taking boxes off the sidewalk and carrying them in the store.

Cross Examination—Geo. H. Roberts—Reside in Syracuse—remember the fire. Saw boxes carried in the store about six o'clock Sunday evening, the night of the fire.

Frederick Hagadorn—Am a carpenter, did some work in the basement of Bennett's store in October before the fire. Put in some partitions and windows with tight blinds over them, so when they were closed no light could get in or out.

Cross Examination—This was in both of Bennett's stores in front. When I went in there the blinds, &c., were in bad condition. Bennett told me he wanted the work done well, for he was going to use the place as a store room, and wanted it to keep out cold and burglars.

Samuel Stafford—Was the night watchman of this block the night of the fire. Previous to this, nailing of boxes had been common occurrence; sometimes it would last until late at night. Saw Fralick and Bennett moving goods from Bennett's store to Fralick's, two or three times as late as eleven o'clock. Have no recollection of seeing any lights; Fralick told me that Bennett was frightened at my seeing them moving goods.

Saw Fralick the night of the fire, about one o'clock; was coming from the direction of Vedder's store. We went down to a saloon and got some oysters, then went back to Vedder's store. When we got near the store, saw Vedder and his three sons coming out. We went in and took a drink. Fralick finished the liquor. Then came out on the walk again. I then told Fralick I thought there was smoke somewhere. Fralick said he guessed it was his cigar. I told him there was a fire about, and was going to find it. We then went down to Bennett's and I saw smoke coming out of the grating I then gave the alarm and started for the church to sound the bell, and saw no more of Fralick.

Francis M. Finch—Reside in Syracuse. Was formerly in the employ of Vedder and Fralick in a branch store in Oswego. Received just previous to the fire quite a lot of goods. Bills always came with the goods. Think I received about \$2,000 worth of goods within two or three days of the fire.

Received five or six boxes and two trunks immediately after the fire. Should think the value of the shipment would be \$1,500. Received some carpets the Friday or Saturday before the fire. Think there were 14 rolls. Can give no estimate as to the value. They came without being ordered. Will not swear that I ordered any of the goods, but my

impression is that I ordered a line of domestics. Made no inventory of my stock of goods. Carried a stock of goods from \$1,500 to \$25,000. We sold our goods at a good profit. The bills and books were then shown witness.

Samuel E. Kingsley testified that he was in the drug business in Syracuse, that he had been in the habit of selling Mr. Bennett kerosene in small quantities—that on the 19th day of November he bought ten gallons. The remainder of the day was occupied in the cross examination of Francis M. Finch.

WEDNESDAY MAY 22D, 1872

At the suggestion of Warren T. Worden, counsel for the prisoner, an order was entered, assigning Isaac D. Garfield, of Syracuse, as associate counsel for Defendant.

Francis M. Finch recalled—The counsel for the people offered the books kept by Vedder as evidence to which Def't's counsel duly objected, on the ground that Fralick knew nothing about them. The court over-ruled the objection and the books were allowed in evidence. The remainder of Finch's evidence was in relation to the branch and Auction Stores kept by him at different places.

Re-cross examination—He was asked in relation to the branch stores. Next was offered in evidence the Schedule of Insurance on Vedder's stock of goods. Def'ts counsel objected on the ground that the testimony in criminal cases must be material at the time admitted and that the evidence was not material—objection overruled and the evidence admitted.

Hartman Avery—Am in the employ of N. Y. C. R. R. Co. as Talisman in Freight Office. Here a number of tally slips were shown witness, who stated that three of them was in his hand-writing, and the remainder in other employees. Can only say that I received those goods and entered them on the slips. Remember of receiving goods from Vedder & Bennett. I did receive those goods.

Cross examination—Have no recollection of any of shipments, only what I see on the tally slips. I speak from the tally slips alone, and nothing else. (Here the prisoner's counsel asked that the evidence be stricken out, which was denied.)

John H. Colmier—Am in the employ of the N. Y. C. R. R. Co. as Talisman in the Freight Office. (The evidence of the witness was to prove the correctness of Tally slips produced in Court.)

EDITORS NOTE: THE FOLLOWING TESTIMONY APPEARED OUT OF ORDER AT THE END OF THE ARTICLE.

TUESDAY MAY 21

Henry Pratt—Am a clerk in Syracuse in the Freight Office. I made up this schedule—it is a statement of goods shipped from Bennett and Vedder to F. M. Finch, Oswego.

James Murry—His evidence was to prove the making Tally slips and the correctness of the same.

Cross-Examination—it is my custom to weigh the goods and mark the weight upon them—am sure that I weighed these boxes and bales stated on these tally slips, but I will not swear to it.

Frank A. Wait—Reside in Syracuse. Was in 1869 in the employ of the A. M. Union Express Co., weighing and tallying goods. Used to put on a Tally sheet, the article weight, &c. They were copied on the bill books. As far as I weighed goods, they were correctly weighed. Here witness gave the weight of goods to F. M. Finch, Oswego, and A. F. Nye, Auburn.

**AUBURN DAILY BULLETIN
AUBURN, NEW YORK
MAY 23, 1872**

Court Record

**Hon. James C. Smith, presiding, Jno. W. Taylor
and Jno. Cuttendall, Esq., Justices for session
Wm. B. Mills, Esq., Dist. Atty Cayuga County,**

Special Oyer and Terminer

WEDNESDAY MAY 22.

The people then called Francis P. Vedder as witness; an objection was made by the defense to his being sworn, on the ground that he was now insane and not a person possessed of sufficient mind and memory to testify. The defense cited: 10 Johnson R 362 and 16 Johnson R 144, and an hour was spent before the adjournment pro and con as to what was the proper way to determine the question; the defense claiming the right at this point to try the question of his sanity or insanity now by jury.

The court took an early adjournment, and at 2 o'clock P. M. the proceedings were resumed, the counsel for the people, at the suggestion of the court, presenting what cases and principles he had found in the interim and cited: 1 Edmond's Report 180, 1 Denio Report 19 and Arch., Crim., Pro. and Prac. 492.

At the suggestion of the court, the People reserved the calling of Mr. Vedder, and put on the remaining witnesses, who have appeared here since dinner, to wit; Francis H. Brown, William Hurst and Eugene W. Brown, New York Central employees, and they were sworn.

At the conclusion, F. P. Vedder was recalled, and the same objection to his being sworn was made by the defense. The court propounded a series of questions to him as to his place of residence, how many times and how long he has been married, the number of his children,

their ages and their places of residence, as to how many were married and how many children they had, as to his general health, as to being under the care of physicians at two different times and to his complaints, where he was born, his moving to Lysander, what his business was while there, to what place he removed from Lysander. He answered to Greene County, Illinois; then he went to Carrollton, where he was county clerk for fifteen years. As to his duties, as to his being a member of the Legislature for two years.

The court upon consultation, came to the conclusion that the witness was competent, an opportunity having been given to both counsel to ask him questions, which was waived by both sides. Exception duly taken.

The court said, as to question of trying question of insanity, the defense should call a witness and offer proof. The defense stand upon the exception already made.

Francis P. Vedder was then duly sworn—I reside in Syracuse; came from Carrollton, Illinois; was carpenter there six years; went two years to the Legislature; then county clerk for fifteen years; appointed Quartermaster by Governor Yates in the sixty-first regiment, Illinois volunteers; resigned on account of ill health; bought a stock of goods, and afterwards came to Onondaga county; in 1838 I lived in Onondaga county; 1865 I bought a stock of hardware of McCarthy & Redfield; continued directly and indirectly in that business till October 1868; first became acquainted with A. Fralick in the summer of 1868; I bought him out at 67 or 69 Salina Street; our store was 77; he came to my house and said he wanted to sell out to me; I went into his store and talked the matter over; he offered them at 75 per cent; I offered him 60; he acceded to it; I closed it up at that interview to the best of my recollection; as a consideration I paid him eight or nine hundred dollars first; I assumed a judgment of Sedwick, Andrews & Kennedy of \$1,500; I paid his check, and a list of his debts was made, and I assumed them; the total amount I paid was \$1,935.32; I first paid \$945.38 in cash; judgment assumed \$1,322.88; the inventory was double the amount, to wit: \$9,870.65; gave him no notes; I went in soon afterwards; in a few days an agreement was made by which he was to stay till spring; he was to pay me interest on the capital I put in and then divide the profits; other goods were bought into the business; bought in New York; went down together; I thought in February the stock had been increased to \$23,000 and if there wasn't any more I would close it out in the spring; in the spring after that and down to the fire he went down after goods; no other arrangement was ever made, and we continued under that arrangement down to the fire; Fralick generally hired the help; sometimes I had something to say about someone; I effected the insurance; there was conversation with him about the insurance and the increase, in February 1869, an inventory

was made, amounting to \$32,000; I told Fralick that if there was not more than \$22,000, I would close out at auction; and Fralick said it would amount to \$32,000, and if it didn't he would buy the oysters for the whole store. it amounted to \$32,000; Charlie Fralick was bookkeeper; he kept an account of purchases in New York and Boston; not on the ledger; don't know the name of the book; the first winter and also the second winter, I thought we ought to get an increase of insurance; I know he said to me that get a large stock of goods on hand, that we ought to have an increase of insurance; there was a conversation that the stock being larger in the winter than the summer, and having a fire in winter, we ought to have larger insurance; my impression is that we commenced early in the fall to buy goods of Bennett; I think we bought some in the summer; not to any amount; we commenced largely about the first of October; Fralick had made an agreement with Bennett to buy goods of Bennett largely, and therefore, we were to start two branch stores at Oswego and Auburn. He said that Mr. Bennett would have to fail, and that we could buy the goods of him at a discount, and we might as well have the benefit of it as anybody; that he was a good many thousand dollars worse than nothing, and that I would have to borrow and raise all the money, I could keep his credit up; the agreement was to have the goods at 60 per cent of cost; we bought the goods; some of them on the start, we bought at regular wholesale prices and some at 60 cents; the regular priced goods were put on the books, the same as the goods bought in New York, and we commenced keeping an account on a book of the others, but that was abandoned.

Mr. Bennett and Mr. Fralick were talking in my presence, in his office, and thought it best to destroy the books, as if they were found out it would ruin us, and the books were destroyed, and memorandums were made, and on them I gave my notes for \$12,534.65 for these 60 cent goods; the 1st note was given December 1; \$18,603; 2d, given December 18, \$9,769.60; 3d, given December 25, \$6,006 ; 4th, given December 25, \$8,101; and a \$1,000 note was given afterwards; those memoranda on this book I hold were made at these dates. They would bring a paper with what goods I had bought, all figured up, to the office, and I would give my note for that amount, and the paper would be burned up. Mr. Fralick, Mr. Bennett and myself would be present; this was done at an office in the Pike block; I rented it; it went by the name of Fralick's office; it was rented about the time we began buying this way. Mr. Fralick, Mr. Bennett and myself had keys to this office; I used it to meet there sometimes, and Bennett and Fralick oftener; I went there about once a week.

I had put of my own individual property about \$10,000. I bought goods of Bennett and paid prompt so he could buy goods; I have a memorandum of receipts up to the second day of December, amounting to \$10,065, that I had paid him in money up to that time, and the balance I owed was put in this note of \$18,000; the \$10,065 was paid for regular priced

wholesale goods; previous to that I presume I had paid him \$10,000 in notes and a bond for goods besides. These goods were a general line of dry goods, brought in the fall and winter of 1869, in the back way of my store by Mr. Fralick, and by myself, and Tommy Robinson helped some; my sons helped Saturday and Sunday nights; Bennett was in his store making out a bill of goods that was selected; Robinson would hand them out and Mr. Fralick would carry them in.

The regular goods were most of them brought in the back way; it was said as a reason for not bringing in the front way that we didn't want anybody to know where we got the goods. Saturday was Christmas; we were working in the store; the boys helping some; Charles Fralick was taking the amounts, and making bills, and my boys were packing; most of the goods came from Bennett, brought by Adam Fralick; Bennett was in his store; Tommy Robinson was there; Briggs may have been there during the day; Fralick and I were there; I was there only a short time; during Christmas day and night I was in and out of Bennett's store; staid until 10 in the evening; I was there Sunday; the boys were there straightening out the notions counter until about three p.m. when they went to packing goods that lay on the counter; they were brought from Bennett's the night before.

I settled for these goods I think on Monday night after the fire; \$6,000 note may have been for those brought in between the 18th and 25th of December, including 25th; the \$8,000 note was for goods got out Sunday night; my boys, Fralick and myself were at the store Sunday night; I left between eleven and twelve o'clock; left my three sons and no one else; I had been in Bennett's store that night; Bennett, Fralick and Briggs were twisting up some cotton; Fralick was twisting it up, and Bennett was cutting it off with his scissors; when I started to go out I saw Mr. Bennett have a pile of strips of board, which he put on the stairs; think they had a bushel of this cotton twisted up; very little said; someone said, I think it was Bennett said, "it would not answer to have a failure" and Fralick said " he never has had any failure."

Someone said he thought it best to tear it; nothing else was said while I staid there; I started off, saying I felt sick and wasn't able to stay there, Fralick said he thought I was weak-kneed; I went then into my store; while I was in the basement I saw that the front was ceiled up; I saw Fralick between ten and eleven in front of the store smoking; he then went to Tasker's; when I left he went to Tasker's and got a drink; went back to the store and saw my boys there; did not see Briggs or Bennett after I was in Bennett's store; I went home and had been home an hour before I heard the alarm of fire; when I heard the alarm I put my coat on and went up; I found my boys and Fralick and others were there; my store door was locked; previous to the fire I heard Fralick say in the fore part of December in my store (I will not be positive whether

Bennett was there) he said that Bennett's store had got to go down, that he was \$50,000 worse than nothing.

There were other conversations; can't fix the time; at another time he said that the time would soon be set when the building would have to go down; nothing else was said till it did go down; except three or four days before the fire in my store, after we had been taking in goods; Mr. Fralick told me that the time fixed to set the fire, was Sunday after Christmas; no one present but Mr. Fralick, that I remember of; whenever Bennett was present and we were talking of the fire, Bennett would speak of the "culminating point;" at one of these times of settling he told us to get all the goods we could consistently before the "culminating point;"

I was told by Fralick a few days before the fire that experiments had been made, that kerosene was quicker than spirits of turpentine; that he and Bennett had tried it; after the fire, some two or three weeks, Fralick told me how they managed; had candles cut off to an even length, and stuck into this twisted rope, which was saturated with kerosene, and these were put all around the room, so that it would be all on fire at the same time; that he scattered kerosene all over the store and against the walls, so that the fire would be all over the basement at one time.

I heard Bennett and Fralick tell about getting a pry under the stairs in the basement (near front part of south store, as indicated by witness on map,) and how easy it came up; there was a door from my loft to the Crouse House; I never knew of it being closed; I never opened it, because it went into another house; I don't know how my books got out of my store the night of the fire; never heard Fralick say anything about them; this is the lease from Walrath. (Leased offered in evidence) It expired May 1, 1872; know we had goods up in the loft; summer goods out of season; don't know their value; he said he had made out a very good invoice of them a few days before the fire.

He said he thought it best to take an invoice of that stock of goods and make it as high as possible; he said he commenced invoicing up there, he would then come down; Fralick said he took a good invoice so as to get insurance in case of fire; the last I knew of it was in Broughton's office; can't tell how much it was; he said he could make inventory just as well downstairs as to be up there; I settled with insurance companies; Fralick was not present; I signed some papers; I don't know what they were; I saw the books; a remark was made by Mr. Fralick to take care of my books; they lay there; Nye came down and took the books to Auburn.

I have no knowledge of seeing them since; something was said when Nye was sworn about the books; Fralick said he could prove what Nye said was false, that he could break him down; I understand that one of the books was found, but I have not seen it; he told me the books were destroyed, after sworn in the insurance cases; Fralick told me that I must swear right through, that I must stand up to it and swear right through, that if I didn't it would ruin us all and send us to State Prison; that conversation was in the store; I had a conversation after that with Bennett and Fralick, either in my store or Bennett's office.

Bennett called me "old boy;" said he "old boy, you have done nobly." I had testified previous to that, that day or the day before, in the insurance cases. There were other talks. I don't remember what was said; I told them I was so indebted I didn't know how I was going to get out of it, that I was going to see Mr. Hiscock and take counsel with him. I told Fralick that he had ruined me, and he told me to let him take hold of it and manage it, and he would make money out of it.

After I was sworn I was taken sick and confined to my house, I think immediately after; during my illness Bennett and Fralick called on me; Fralick called on me, I think every day; Bennett came two or three times; they didn't come together; Fralick told me to stand firm, that he would get proof to make Nye's testimony of no account; I was confined to my bed part of the time. The Saturday night I told him I was going to see you (Hiscock,) and he wished me not to, for they are all your enemies. He ask me if I had intimated anything to anyone, I told him no; he told me "for God's sake don't go back on us, you don't want to see me hang," and I said, "of course not."

After I was sworn in the insurance case the second time, Dr. Babcock came to see me. I had another settlement with Bennett in reference to these goods; I think in December, 1870, in his office; Bennett, Fralick and Briggs present; office in the Larned block; I told Fralick Bennett was crowding me; told him that I couldn't give Mr. Bennett a cash note at the rate of \$300 a day, and endorse these the same as cash notes on this big note; the next week I gave six more; I couldn't stand it; that other outside debts were pressing and it would ruin me, and he said he would see about that; I told Bennett that Fralick would give him his note; and Bennett told me that he wouldn't take Fralick's note for a dollar.

I told Fralick and he said Mr. Bennett would take his note for \$20,000 or \$30,000 and he went and saw Mr. Bennett; he told me he took off his hat and put it on the table and told Bennett he

meant business; that he must take his note for \$30,000; after this ___ out to Fralick; in that office the agreement was drawn up and signed by Briggs as witness; Fralick's notes for \$30,000 were given and were taken up and put in the store to the same amount, and I gave some new notes with one old one, besides the cash notes given before. One old note of \$10.12, note not taken up; one new note of \$2,500, three new notes of \$1,500 each, one of \$1,088 and all totaled all the notes were \$10,000.

Under the arrangement I sold out to Fralick; Bennett asked what my sales were, I told him \$800 per day, he said I was weak by half; that I must give him notes the same as if I had cash of ____; I gave him \$1,500 that week and the next week I gave him \$1,800. Bennett took the kindling wood from the north basement; I noticed quite a pile there; they were twisting cotton in south basement.

Examination rested at 6:50 – Adjourned.

Thursday May 23d, 1872

Francis P. Vedder recalled and the entire forenoon consumed cross examination—such examination not differing materially from direct examination.

Editor's note: an inclusion of a different paper is added here as it contains an account of Sarah Vedder, wife of F. P. Vedder, not printed in the auburn papers. The copy of this page of the newspaper is very poor and the print distorted badly but as much as was readable is presented below.

THE DAILY COURIER SYRACUSE, NEW YORK MAY 25, 1872

THE BENNETT ARSON CASE THE TRIAL OF ADAM FRALICK

May 23, 1872

Mrs. Sarah J. Vedder was next sworn—Am the wife of F. P. Vedder; married eight years ago; lived with him since; he resided in Syracuse; remember his going into business with Adam Fralick; I know of hearing of his being sworn in insurance cases as to the ____; after that Fralick came to the house to see him; he came nearly every day during the week; sometimes twice a day; my husband was confined nearly all the week; he was there every day during the week, and sometimes twice a day; don't remember him being there in the night time; I heard two or three conversations; the conversation was low; I heard Fralick make some remarks about Nye; I heard him say that he was a lying scoundrel that had perjured himself; next I heard him say that it was of momentous importance that Mr. Vedder's boys should be here; next that it wasn't of much importance; I heard him tell him to stand firm; I heard him that he would make the matter as clear as the noon day sun; at another time ____ in himself as the power behind the throne; he said that he would use his power behind the throne; my husband was sitting up part of the time; and part of the time lying on the couch; the first time Fralick came there they had an interview in the parlor; the next time in the sitting room; nothing was said about being hung that I heard; all conversations were in a low tone when I was in the room; Mr. Bennett was there four or five times; did not hear any conversations between them, because I was not in the room; one time they were in the parlor, another time I stepped out of the room; another time he came, but Mr. Vedder was not at home, and he left a note; Briggs came there on Sunday, during the week of adjournment; think the last day Fralick came was on Saturday of that week; I think the expression "power behind the throne" was used Tuesday or Wednesday; can't recall anything else in that conversation; Bennett has been to my house before, twice, I think; once in December; I had a conversation with him; I think Fralick had never been there but twice. Once when he came to get him to go into business with him, and again the same day; Bennett came in answer to a letter I wrote him.

No Cross-Examination

Court adjourned to 8:30 A.M. Friday.

EDITORS NOTE: the article continues with reports on the testimony of Robert Blanchard, Isaac Vedder, F. M. Finch and Frank Vedder which are covered in other articles and will not be reprinted here.

**AUBURN DAILY BULLETIN
AUBURN, NEW YORK
MAY 24, 1872**

Court Record

**Hon. James C. Smith, presiding, Jno. W. Taylor
and Jno. Cuttendall, Esq., Justices for session
Wm. B. Mills, Esq., Dist. Atty Cayuga County,**

Special Oyer and Terminer

Yesterday (Thursday May 23) was taken up in the cross-examination of Mr. Vedder, who, upon such cross examination, contradicted statements of his direct examination in several particulars.

FRIDAY, MAY 24

Robert Blanchard—Reside in Syracuse. In the fall and winter of 1869, was in the barn at the Express Company back of the Bennett block. Used to take boxes from Bennett's store almost every morning. Took them from the centre deep in the rear; They were marked E. S. Briggs. Commenced four or five weeks previous to the fire. Was asked to take some Christmas day, but our horses were all out and I could not. Have seen cartmen there very frequently. Do not know who they were marked to. Knew Thomas Robinson. Do not know whether he staid in the store or not.

Cross Examination—Commenced taking care of horses about May 1st, 1869. Had care of horses about a year. Had been there two or three months when I commenced taking goods from Bennett's to the Express Office; were engaged in doing so up to the time of the fire. Can make no distinction in the quantity as to the earlier or latter part of the season. It was my duty to take the team up to the office, and I would stop and take the goods on the way. Did it for Robinson out of kindness.

List of insurance upon Bennett stock of goods next put into evidence, amounting to \$117,500.00

Isaac Vedder—Reside in Central Illinois; am the son of F. P. Vedder; always lived there. Resided here in 1869. Came here in October. Went to Oswego as cashier in Finch's store. Goods came in from Syracuse to that store. Came from F. P. Vedder's. No other place that I know. Left Oswego in August 1870. Remember the fire. Was in Syracuse at the time. Came Christmas morning at the request of my father. Went to the store first—found Mr. Fralick, my father and some clerks there; remained there a short time, then went around town. Saw both of my brothers. Went back to the store after dinner. My brother went with me. This was 1 and 2 o'clock. Mr. Fralick was there. Set around awhile, then packed a few goods. Got the goods off the counter in the back end of the store. Fralick might have put in some. Packed in two or three boxes. Then went to tea—then went back to the store. Don't think anyone was there when we got back. Mr. Fralick was the first person we saw. Went to packing goods again. Continued only a short time. Then carried goods from back door to the counter. Mr. Fralick put the goods there. Brought them and threw them in the back door.

The goods were tied up in bundles with a rope. They were good sized bundles. Saw Mr. Fralick and my brother Frank throw them in. Heard Fralick say that he was going to get in some goods from Bennett's. They were all kinds. Continued about an hour or more. Think there was a space on the counter about 8 feet long and 4 high filled up. When they got through bringing them in, Fralick came in the store. Saw no one but those two bringing in goods. Don't know who suggested the packing of goods. Worked until ten or eleven o'clock, nothing was done about billing the goods. Nothing was done in reference to calling them off. Think Charlie Fralick was there. Went home after we got through packing. Packed three or four boxes. Think Fralick was there when we left. Next day was Sunday. Went up to the store in the morning. Father came to the store while we were there. Went back to the store again in the afternoon. Fralick and my father were there. Came back to the store again after tea and went to packing goods and carrying goods from the back door to the counter. Mr. Fralick threw them in. This continued about an hour. Consisted of silks and shawls, &c.

Should think there was a trunk full of silks and shawls each. We took the wrappers off the silks and put new ones on. Fralick ordered it done. There were no marks on the papers we put on. After that, packed some goods. Fralick was in there a short time. Continued packing goods until about one or two o'clock. Went out of the store about ten o'clock; my brothers went with me. Mr. Fralick wanted us to go out. We were gone about an hour then came back. Went out of the

front door. The door was locked when we came back. Mr. Fralick let us in. Believe one of my brothers looked in the key hole. The curtains were down. Went to packing goods again. Had six or eight boxes and the same number of trunks packed. Think it was between ten and eleven when we got back. Don't remember of hearing Fralick saying anything. There was no one in the store when we left to go home. Think Fralick came in the back door the last time I saw him. Saw Mr. Fralick and Mr. Stafford, the night watchman, when we went out. Heard Stafford say that he smelled smoke and Fralick replied that it was his cigar. We then started home. The boxes were marked Finch & Co. and Nye & Co. My brother marked them.

After we got to the gate at home heard the fire bell and started back. Saw Fralick there. The door of our store was not open. Fralick opened it after a while and we went to getting goods out. Saw no books there. Saw Fralick while we were removing goods from the store. Had been up in the loft and don't remember when it was; do know Mr. Briggs by sight. Went to Oswego after the fire—remained until August 1870. Don't know whether I saw any of those boxes again or not—think we received some boxes a few days after the fire—think the bills came with them. Came back to Syracuse from Oswego, then went to Carrollton, Illinois and went into the dry goods business.

Cross-Examination—The first alarm I heard was a bell. Was at the gate of my father's house. Had a suspicion that it might be Bennett's. Went up towards the store. Did not call my father. My father's house is on the west side of Salina street. We went opposite our own store and stood there about three-fourths of an hour. Did not see any flames, but the smoke was rolling out of the grates. They broke in Bennett's store while I stood there. Think the fire broke out in the lower story. Don't think our own store had been opened up to this time.

When we left the store, we left it unlocked. Mr. Fralick stood outside, and I think I told my brother Frank not to lock it. When Mr. Fralick asked us to go out the night before, he told us Bennett was coming in and he wanted us to go out. Do not know why we did not go in the store, unless it was that Fralick was in there, and did not want us to come in. Have forgotten a number of transactions of that night. Went off to Oswego the next morning, although the fire was raging when I went. Did not know generally when my father purchased his goods. We had eight or nine clerks in Oswego, I was cashier. Goods came to the store from Syracuse. Do not know what amount of stock was kept. The stock was larger in December and January, than in the spring before. Came to Syracuse at the request of my father, Christmas—got there about ten o'clock. Went to the store; some of the clerks were there. Do not remember the names of them. Do not know where we went first—but around town. Think we walked until about dinner

time. After dinner we went to the store. My brother went with me. Think Frank unlocked the door. Think we packed some goods the first thing. Commenced to pack about three o'clock.

Mr. Fralick told us to go to packing goods—guess the boxes were 2 ½ by 3 feet—packed some trucks also—put in some thread. Did not fill any of the boxes that day. Think some Alpacas were put in. Took the goods from off the counter in the rear of the store. Have no knowledge where those goods came from. The boxes were there on the floor when we came there. Do not think that Finch told me to order any goods. Think he gave my brother a memorandum for some goods. Will not say that I did not bring some of the goods from the second story. Can't say how long we were engaged in packing that P.M. Do not think Mr. Fralick remained there all the time. Do not know whether the packing was done from the memorandum or not. Went to tea between 5 and 6. Came back to the store in the evening, and packed some more goods. Think Fralick told us to do it. Don't remember going upstairs after goods. Think my father was there. Packed in the same boxes we had packed in the P. M. Don't think they were filled that night. Don't know whether Fralick remained until we got through or not. Don't know whether bills were made out or not. Did not see them.

After completing packing brought some goods from the back end of the store and put them on the counter. Will not swear that I did not bring goods from 2 story. Do not know how many packages were brought in. Don't remember that any of the goods brought in Saturday night were very valuable. Think we put in the boxes nearly all the goods brought in. Went home about eleven o'clock. Went to the store the next Sunday morning. Remained there a little while, then went out and walked about the town until dinner. Arrived at the store again about one or two and straightened up the notions counter. Adam Fralick was in and out a number of times. Next went to supper. When we came back to the store from supper do not think anyone was there. Got there about seven o'clock. Went to packing goods Think the boxes were there when we came in.

Frank Vedder—Reside in Illinois. Am a clerk in the dry goods business. Went to Illinois April, 1871. Am a son of F. P. Vedder. Previous to the fire was cashier in A. T. Nye's store, in Auburn. Goods came from Syracuse to the store by express. Do not know whether bills came with them or not. Nye had a very large stock of goods.

Had a duplicate stock of goods—I mean by that we had a great many more goods of some kinds than we had any use for. Had no carpet room. Receive a great many goods in the months of November and December.

Editors Note: The following appeared in Tuesday's paper and the conclusion of the previous days court proceedings.

**AUBURN DAILY BULLETIN
AUBURN, NEW YORK
MAY 28, 1872**

Court Record

**Hon. James C. Smith, presiding, Jno. W. Taylor
and Jno. Cuttendall, Esq., Justices for session
Wm. B. Mills, Esq., Dist. Atty Cayuga County,**

Special Oyer and Terminer

Proceedings were resumed at 8 P.M., the people offering the following documentary evidence: Fralick's account \$10,058 of ledger. Vedder's account, \$107 of old ledger. Certificate of incorporation of the Albany City Insurance Company, and chapter 20, laws of 1867, and the people rested, when counselor Worden for the defendant, made a motion to quash the indictment, for several reasons, but the court held the first, second and fourth counts good, and sustained the objection to the third, and put the prisoner to the defense.

The next part will include the defense case starting on Monday May 27, 1872.