

PART V

THE SOUTH SALINA STREET ARSON THE BENNETT INSURANCE CASE SYRACUSE, NEW YORK

As the civil trial continues in Syracuse we find Adam Fralick going before Justice Corbet on the charge of Arson in the First Degree.

Meanwhile Francis P. Vedder is recalled to the stand during the morning session and undergoes heavy cross examination regarding his role in the fire and his statements and affidavits to the insurance companies after the fire. Vedder claims he was under the complete control of Fralick.

As the afternoon session begins, Fralick's attorney moves for an adjournment of the case since his client has been arrested for a "high crime". After a number of different attorneys' addressed the court Vedder retook the stand.

The following day James B. Rae took the stand and spent the morning going over inventory and invoices. The afternoon session for the most part dealt with books of account and testimony regarding the furnaces in Bennett's store was perfectly safe.

Days four and five of the civil trial dealt with the continued testimony on the books of Bennett and Briggs, movement of goods before the fire and the testimony of Isaac Vedder.

The above is documented in this part below with transcribed copies of articles from The Syracuse Daily Journal and The Syracuse Daily Standard.

In another article Isaac Vedder testified as follows:

Isaac Vedder – We packed that night until 10 or 1 o'clock; no one that I saw save Fralick, brought goods from Bennett's Sunday night; he must have brought them 1 _ hours – two brothers and myself helped pack; Fralick was in and out often; don't know when father left that night; we got most all of the goods packed that had been brought in and we packed seven or eight trunks, and as many boxes; the boxes were common dry goods boxes.

Mr. Mitchell – Who did you see on the sidewalk when you went out?

V – **ADAM FRALICK AND THE NIGHT WATCHMAN STAFFORD.**

M – What occurred?

V – Stafford said he thought he smelled smoke.

V – **FRALICK SAID HE THOUGHT IT WAS NOTHING BUT THE**

CIGAR HE WAS SMOKING !

V – Stafford was talking to Fralick when he said he smelled smoke.

M – Where did they stand?

V – Over Bennett’s grate.

M – Did you smell smoke there?

V – No sir; did not take notice; we went home and got to the gate when we heard the alarm of fire; don’t recollect which bell it was, and then came back to the store. There was considerable smoke coming up through Bennett’s grates; several were there, and among them was Fralick; don’t remember what he was doing; our store door was open a short time after we got there; we helped get out goods and boxes; we worked until the store was nearly stripped.

His testimony went on to describe the merchandise removed from the store.

Earlier in the day Mr. Hengsley was recalled and stated:

I meant to swear that I sold Bennett ten gallons of kerosene oil just before the fire; we never sold him so large a quantity before; he was previously in the habit of buying one to three gallons.

Cross-examined – Bennett came in the day before and talked about selling him a barrel; this ten gallon purchase was not paid for at the time he got it.

The April 29, 1871 Syracuse NY Daily Standard reported on the testimony of Orange and Francis Vedder (sons of F. P. Vedder) and Orange Vedder testified that:

“That Sunday evening, at the store, Fralick said: - I’ll take some Apple Jack in to Sam; he is very nervous; generally Fralick called Bennett Sam; this was about eleven o’clock.”

“ Fralick said this is one of the most important nights of our lives”

Francis Vedder’s testimony was consistent with that of his brother earlier in the day.

By May 30 the trial had been moved from Syracuse to the courthouse in Utica. Reviewing both the Syracuse Daily Standard and the Daily Journal for that date showed attorneys trying to resurrect the insanity issue regarding F. P. Vedder. Mrs. Sarah J. Vedder testified regarding Bennett, Fralick and others visiting the house. After a bit of testimony the court announced “INSANE EVIDENCE RULED OUT” over the objections of the defense.

The rest of the afternoon was spent with various clerks testifying about stock or books of accounts.

The thirty-two different insurance carriers joined together in the law suit trying to either recover their insurance payments or defend no payment moved slowly from April 1871 through the end of June 1871. By June 27th the trial was in its 23rd day (with many delays and recesses) and 120 witnesses had been sworn. By June 27 S. F. Bennett was finally on the stand trying to defend him-self regarding testimony given by F. P. Vedder back in April.

By the first of July we hear about the final summations of the various lawyers representing the parties to the suit. Part VI will be the summations in this case.



South Salina Street, Syracuse NY
Late 1800's or early 1900's
www.ancestry.com

Syracuse New York Daily Standard
April 26, 1871
THE BENNETT INSURANCE CASE

Arraignment of Mr. Fralick

ARREST OF BENNETT AND BRIGGS

Vedder's testimony continues.

SHARP CROSS EXAMINATION

The case continued today-will probably take the remainder of the week.

At half past nine o'clock Deputy Sheriff Meldram accompanied Mr. Fralick from his cell in the courthouse to the Police Justice Corbet's office for formal arraignment. As it was about time for the continuation of the case at the courthouse, quite a crowd had collected at the hall. Mr. Fralick passed as he through nodded to friends and spoke pleasantly to others. His salutations were returned. Passing into Chief of Police Davis's room, he waited until he was called. When the volume of the court was ready Mr. Fralick advanced before the Justice. In front of the desk he looked a little sad, and wiped his eyes with his handkerchief.

FORMAL ARRAIGNMENT OF MR. FRALICK

Justice Corbet—"Mr. Fralick, you are charged-what is your other name?"

Fralick—"Adam!"

Justice—"Adam Fralick, you are charged on a complaint of the district attorney with the **CRIME OF ARSON IN THE FIRST DEGREE!**" What do you say to the charge?"

Fralick—(in a firm voice) – "No guilty!"

Justice—"What disposition do you intend to make of the case – on examination?"

Fralick—"No I desire to have no examination now; I have no council. You had better set down the examination for ten o'clock tomorrow (this) morning, and if I desire I can waive in the meantime."

Justice—"Yes Sir." The sheriff will take you in to custody."

Fralick—"Oh yes certainly"

Deputy Sheriff Meldram took charge of Mr. Fralick and again conveyed him to the courthouse where he was lodged in the cells.

CASE CONTINUED AT COURTHOUSE

The revelation made in Monday by Vedder in the Bennett Insurance Case, and which was published in full in the Standard had the effect of bringing a very large crowd to the courthouse at the opening of the trial in morning at ten o'clock. Every seat was taken by many of our businessmen, who feel a deep interest in the trial at this stage. It was known Mr. Vedder was to be recalled by the prosecution and much of the anxiety was to hear what he would have to say in addition to his important revelations of Monday. The prosecution through Mr. Sedgwick, called Mr. Vetter to the stand.

S—Mr. Sedgwick V—Mr. Vedder J—Judge Mason

S—You have been testifying in this case before yesterday?

V—Yes Sir.

S—Did you testify as to the fact whether or not Briggs was in the store Monday night?

V—I think I said he was there to the best of my recollection.

S—Did you swear, did you not remember then?

V—I think I did.

S—Was it true you did not remember when you said so?

V—This is in the upper part of the store.

S—Is that the way you avoid it?

V—I don't think I avoided it.

S—Did you remember he was in the basement when you swore he was not in the store?

V—I did not include the basement in the store. I didn't think of the basement!

S—Did you understand the question to mean the upper part of the store?

V—I did.

S—Did you remember having seeing him in the business when you said he was no in the store?

V—I did and so had it in my mind.

S—What did you keep in the upper part of the store?

V—All kinds of goods.

S—How large was it?

V—About 17 by 17 feet.

S—Were goods moved from that room before the fire?

V—I don't know.

S—You don't know whether or not any of the goods were taken out of there?

V—Only what Fralick told me. I said a few piles were taken out.

S—What was your object in burning the store?

V—I HAD NO OBJECT NEITHER DID I BURN IT.

S—You consulted about three weeks before?

V—Yes but I don't know whether they would carry it out or not.
S—Did you consent to it?
V—I TOLD THEM I COULDN'T HARDLY STAND ANY SUCH THING.
S—Did you say anything to anyone about it?
V—Not that I know of I certainly not have been apt to them.
S—Did you expect your store would burn?
V—I have no opinion about it.
S—Did you intent to defraud the insurance companies?
V—No! I had no idea of it.
S—Either before or after the fire?
V—No.
S—What did you say?
V—No.
S—Did you testify in order to get your insurance that you had no such design?
V—I think I did.
J—What he testified to is in writing. I submit he ought to have it.
S—I have no objection. Do you swear the fire was without your privy or knowledge?
V—I swear to what I believe was the truth.
S—Did you make that affidavit in good faith and with the belief that it was true?
V—I don't know that I read the affidavit.
S—Did you hear it read?
V—I don't recollect I did.
S—Did you know what it was?
V—Don't think I did. They said it was common affidavit according to the rules of the companies.
S—How many affidavits did you make?
V—I suppose as many as there were companies.
S—Where did you go after swearing a fortnight ago?
V—I couldn't say. Went home that evening and remained all night. I was sick and had been sick two, three weeks previous. Let me go back a little. I was inquired of as to my books being lost.
S—Was it true they were lost?
V—It was not.
S—Did you know it was false?
V—I did.
S—You knew at the time?
V—I did.
S—Are these books now in existence?
V—Don't know.
S—Did you put them in the store?
V—No sir.
S—Where did you last see them?
V—In the store in Brigham Block lying on the dried goods box.
S—Who occupied the store?
V—I did and Mr. Fralick knew the book existed. Couldn't say that anyone else knew it.
S—Have you looked for them?

V—No but Mr. Fralick told me.
S—No matter: Have you looked for them?
V—No; I last saw them in Brigham Block and have not seen them since they went to Auburn.
S—You sent them to Auburn?
V—No sir; I will tell you about it.
S—Wait a minute; did you give them to Nye?
V—No sir; he took them off the box saying “I think I better take these to Auburn.” I said “Alright”.
S—Had they ever been to your house since?
V—They say so.
S—You knew of that before?
V—Yes sir.
S—Has anyone said anything to you about perjury?
V—Someone said I had placed myself in a bad attitude after Nye’s testimony.
S—Who told you so?
V—Daniel J. Halsted?
S—Did you state that to Hiscock?
V—I did.
S—Did he tell you it was perjury?
V—No sir.
S—Halsted only told you that you were placed in a bad position?
V—Yes.
S—When was that?
V—At my house when I was sick.
S—Up to that time he told you that, had you ever pretended to anyone that you knew about the fire?
V—No sir; don’t recollect that anyone asked me about it. I did not understand the question on direct examination about the fire.
S—Was that all the reason?
V—I was under the influence. I could hardly resist; I was advised by a man who had almost perfect control of me.
S—Do I understand you to be such a man?
V—**WELL HE HAD COMPLETE CONTROL OF ME AND HAS RUINED ME!**
S—Can you be so controlled by another person that you would swear your respective of truth or falsehood?
V—I did it on that occasion.
S—That was not an answer.
Court—Mr. Vedder, can you give any other answer?
V—Under influence that very man. He was a powerful man he led me to do things I thought I would never do! (Mr. Vedder made his statement with deep feeling and while he was saying it every eye in the room was fixed on him.)
V—No counsel ever advised me; neither has Bennett advised me to testify so to anything not true.
S—Has Bennett ever talked with you since the fire about the matter?
V—He told me to stand firm!

S—When?

V—Every time he met me don't remember that I have talked with Bennett about the fire since it happened. When Bennett called on me when I was sick he said everything looked bright and he told me to cheer up all was looking first rate-that he never felt better. I don't remember that I told anyone Nye's testimony was false on Thursday. D. H. Halstad came to see me when the court adjourned on the 14th; I went to his home Sunday; I went to Hiscock's Saturday last; I become embarrassed in my store affairs; very much so. I don't know, but the judgments are to be taken today against me; I owe some \$28,000 or more and it is all due; I have nothing to pay it with save goods.

S—Have you been promised if you testified about this fire that you should not be punished?

V—I have not been so promised the district attorney said there would be no trouble. I didn't care about that; I calculated Saturday night to make a clean thing of it.

S—That was the first time you made up your mind to be honest?

V—Yes sir in this case no one went to the district attorney's office with me. Hiscock asked me to go Saturday night. I told Hiscock I had almost concluded to come out and tell the truth about the whole matter did not go to 41 Madison Street Saturday or Friday last. Have not been there much for two or three years; have been there to collect a bill.

S—Who lives there?

V—Mrs. George, I never went there for any purpose but to collect a bill; I never went into a house of prostitution in my life and never gave silks to a prostitute have not been to 41 Madison Street, two three years ago.

S—Can you state any place you have ever had any conversations with Bennett about the fire or ever heard anything from him on the subject?

V—The most he said –

S—That's not the question (the question was repeated) Mr. Vedder answered it only by intimidation.

V—I first heard him speak of it in his basement the night of the fire. I don't remember he said anything before about 8:00 he spoke of it and that is all I can recollect he spoke square out.

S—Don't dodge I want you to tell me the first time and place you will swear you heard him speak on the subject of the fire.

V—That is the only time I recall he came squarely out!

S—That won't do Mr. Vedder.

V—I think I was in my store a week or two before the fire; Mr. Fralick was there and was in the night about ten; No one else was there.

S—What did he say?

V—**He said we must go on with this and have it all arranged rightly; we must be prepared so that there shall be no failure!** We also talked about goods and getting in a large stock; I had no conversation about it; they said secure all the goods we could and get them in time for the culminating point.

S—Is that all you remember?

V—It is.

S—Who spoke first?

V—Fralick.

S—What did he say?

V—It would be well enough to get in all the goods we could, and Bennett said it would be best to have it so arranged to get them all in before the culminating point.

S—Is that all you remember?

V—It is; we were there but a short time; I have not before undertaken to state that conversation to anyone that I recollect.

S—When was the next time you heard Bennett speak of the fire?

V—In the basement the night of the fire; I think Mr. Bennett then said it would not answer to make a failure.

S—Did you say anything?

V—Not a word.

S—You took no interest in it?

V—I went to my store and stayed an hour or two and Fralick came in about ten o'clock; I saw Mr. Fralick besides my son, I think in my store before I went uptown, after I left Bennett; we had no conversation with him; nothing has been done in my store; I cannot recollect what was said or done at that time; when I went away from the store I went home; did not go out to the store that last time; I don't recollect about that; I went down to the west side and crossed over and saw the boys marking something; I must have misunderstood the question I can't tell you about that marking as to the time exactly; my recollection did I see anything done that night when I went back to the store; I saw them marking after I left Bennett; don't think I went back to the store after I left to go home; at home I sat down and thought of going to bed; I did go home with intention of going to bed I intended to go back to fire but I didn't think there would be one; I expected there would be a fire, but I didn't think he would burn the building; I thought likely he would set fire to it and it would be put out; didn't think my store would burn; in filling the boxes in my store it was not contemplated my store would burn; those boxes would have been sent off anyway nothing else done in boxing up goods but would have been; was not much surprise when I saw the building all burning; Sunday morning I went to store as usual; was quite unwell; went down at ten or eleven o'clock; had key, it was shut; no one inside I think at eleven o'clock; first I saw in the store on Sunday was my sons; all came together soon after me; boys went to work fixing up other stock till middle of the afternoon; they went to dinner about two o'clock; hadn't completed it then; think Fralick and Charlie were in before we went to dinner; I left in store the boys and Charlie F. while I went to dinner; came back about eight o'clock; myself and boys were there; Charles F. came in I think I laid down on the counter and don't know what was said or done; they were packing they went to work taking goods from my stock; I waked up towards night; Fralick was there then and they were then arranging goods in boxes they were all working and Charlie was taking a bill with then; the goods were nearly all filled in the boxes then; they just laid the covers on them; they commenced marking the boxes and left them marking; I think the boys were packing trunks also; Fralick was selecting goods; might have been two or a good may more packed; can't say where they were to go; I left the store towards night; nearly dark; went home because I wanted to and ate supper boys came home to supper; went back to store first about six thirty; found boys there then; remained there until I went down in Bennett's basement; don't recollect what was being done before I went to the basement; Saturday morning I first went, either in the morning or afternoon; remember I was there before dinner; store was unlocked; my sons were there all of the day; they must have come up, I can't tell when

exactly; most of the clerks were there; Mr. Mond and Mr. Harvey I think; saw Fralick there both of them before dinner; they were waiting; can't tell anything that was done before I went to dinner; went back in the afternoon and saw some of the clerks there; can't tell what was done know; generally leave the store before ten; did leave the store I think to go to tea but can't recollect; think I returned in the evening and the door was shut; I had the key; Mr. Fralick was there and my sons came soon after; they stayed there till ten or eleven o'clock; went out during that time to Tasker's and returned in a short time; Fralick might have come with me; before I went to Tasker's Saturday evening they were carrying in goods for Bennett's; Fralick and my three sons did that; I didn't know that I bought a bill of goods of \$500 bought on Saturday evening; I didn't buy the goods; I didn't recollect that I had a bill of the goods for such a thing; bills and goods were brought in and settled in just the way that Bennett and Fralick; Bennett usually delivered goods in the rear of the store because I didn't want people to know where they came from; that was the reason I bought goods in that way; have no knowledge what the goods were brought in; Fralick brought carpets for the Oswego store and I didn't know till after they presented the bills and it was explained to me; (witness testifies as to the goods being brought in) It is my opinion that bills were rendered for the goods brought in; for the last two days I think the bills were rendered; it was settled according to figures made up by Bennett and Fralick; after returning from Tasker's Christmas night I didn't remember what I said; Mr. Bennett might have been in my store that Christmas night but I won't say positively; think I went home after I went to the store from Tasker's Saturday night; can't tell where I was Friday evening; if I were well I was at my store; recollect we were taking in goods evenings during the months of December and November; recollect in December that cloths were more than anything else were brought in; saw Fralick bringing in beavers and cassimere's and other goods; I settled with Bennett about the 2nd of December for goods furnished in November; might have given him two notes; settlement was made by me and the bills and receipts were handed over to the bookkeeper; gave my note I think after the 2nd of December some of which were not payable at the Salt Springs Bank; gave him a note on the 18th for \$9,759 for goods payable one day after date to S. M. Bennett or order; gave him another the 25th of some \$6,000 or something; gave him an another of \$8,000 the same date or day after; I could not tell the date or amounts exactly without my book; I don't remember that I took a receipt of \$10,000 of the 3rd of December don't remember that I paid him so much as \$35,000 at a time; my receipts, I don't know what became of them and I don't where the receipts went after the fire; I haven't seen; think they were kept in the desk moved across the street; I trusted that to the bookkeeper; witness looked in his memorandum and found on entry \$10,000 receipt what does that mean? I want to tell the truth about the matter; I gave Bennett bonds in December and that \$10,000 is the total amount I have paid to him up to that time; just made a minute of it and handed the receipts to the bookkeeper; I recollect the settling and had settled two or three times before; I think I settled every month with Bennett; we bought more or less during the summer and fall; Fralick attended entirely to the buying of good; the \$18,300 note was given for goods bought previous; think I paid money sometimes for goods during November and up until December 2nd; the note of \$18,000 was given to Frolic's office in the Pike Block; Fralick took the bills if there were any; they made out the bills and gave

my note; don't think it was stamped; it was surrendered to me when Fralick executed his notes in November last I think; notes were then taken up to the amount of 30,000. When those notes were surrendered it was Bennett's office; Fralick, Bennett and Briggs were there. Fralick said he had come to arrange the matter between Bennett and me; Bennett took notes out of an envelope I think; Bennett wrote out some notes for Fralick to sign. It was said they were 80,000 previous to that and I had executed in writing with Fralick and then signed it; the \$18,000 note was delivered to me, and I took up all the notes save one or two and executed new notes to the amount of about \$10,000; there was one or two old small notes; I presume I gave about 8,000 then, in new notes; (reading) One was 2,500, another was 1,012, 1,500, 8,000, 1,500, 1,688; I put that down in my handwriting the night we settled; I recollect there was one old note and there might have been two; it is my impression the 18,000 was all in one note; the small notes I made in November last were handed to Bennett; I paid him some money; I don't know how much; I calculated he would endorse it on a note; Mr. Fralick handed the money to him I think I given both checks and money to Bennett since the fire; I haven't been the keeper of my checks since; the bookkeeper had them; can't answer that I personally handed a check or money to Bennett since the fire; but Fralick did for me; I didn't hand it to him personally I know only that the bookkeeper told me; I have not personally paid a note to Bennett since the fire; I signed the checks and that was all; make the notes payable to Salt Springs Bank; I have given checks and paid money through November and December for goods bought of Bennett; goods that were bought the regular price on the goods and I paid money and gave checks at the bank; that is what we call straight bills; these large notes not payable at the bank; a few goods not brought in regular way, but brought in as Fralick said, at sixty cents on the dollar; if any accounts were made it was not regular; they did not go on any books; those goods went on the shelves like other goods; a \$10,000 receipt went for straight goods; the \$10,000 was for straight goods and this was for irregular; now that the figure one was put before the eight before it was added up; I have not made those entries within a week; don't think anyone has seen this book till I showed it to counsel; when I made entry I might have been at my desk; can't tell what I made from it; I made the entries in my memorandum book for my own convenience; have had a key to my store during the last month; have found the door locked because Fralick had a night key and no one else had it; Fralick never told me he would keep me out because I gave silks to whores; no, sir, that might apply to Fralick, (laughter); can't say that I paid for goods all the notes; think I paid some cash on those sixty cent goods; Bennett paid for those goods out the store; Fralick told me he had taken money to Bennett-over \$500 at a time-for these notes; don't think I have any personal knowledge of it; have been in Bennett's store frequently; I think in December; don't know that Bennett attempted to prevent my hiring the store next to him; Bennett objected to my hiring the store on account of Fralick being with me; or else it would have been talked over with his partners that because Fralick was with me they did not wish me to hire the store; Fralick did not tell me to the best of my recollection that Bennett objected to my coming in there.

THE CRIMINAL PROCEEDINGS

The arrest of Adam Fralick was chronicled in our columns yesterday morning. At 9:00 AM yesterday he was arraigned before Justice Corbet charged, on a complaint of the

district attorney with arson in the 1st degree and was arraigned and pled not guilty. _____ examination was ten o'clock this forenoon.

After the adjournment of the referees at _____ o'clock PM the warrants which had been issued against Bennett and Briggs were served by Deputy Sheriff Meldram and they were taken into custody. At two o'clock they were both arraigned before Judge Corbet, charged, on a complaint of the district attorney, with arson in the 1st degree. They each plead guilty; and the Honorable Charles B. Sedgwick, their council, asked for an immediate examination. The district attorney, on account of the absence of witnesses asked that the examination be postponed until 4:00 PM, and the justices set down for that hour. The subsequent proceedings will be found below.

AFTERNOON SESSION

EXAMINATION OF CIVIL CASE RESUMED

On the opening of the court Mr. Sedgwick moved for an adjournment of the case, as the parties representing his client had been arrested for a high crime, and was to be examined at the police office at four o'clock this afternoon. He felt compelled therefore to ask for an adjournment until after the criminal charges had been disposed of.

Judge Mason opposed the motion for adjournment. He had strenuously opposed the arrest and did not know why it had occurred. But neither Mr. Bennett or Mr. Briggs are so far the representatives of Mr. Teft that their arrests should interrupt or prejudice this trial. So far as the influence can be exerted we hope the district attorney will not press the examination. It is opposed to our interest, and we appeal to the district attorney to postpone the examination of the criminal charge.

Mr. Sedgwick, replied; - it is well known that the law partner of the district attorney has been watching this trial and was very secretively taking notes and interesting himself in the progress of the case. The case had been postponed several times for smaller causes than this. The principle can not appear in court except in the custody of an officer, and his council cannot allow this important cause to go on without an earnest protest. The bringing of the prisoner here while an important criminal charge is pending is both improper and cruel, and duty leaves his council to the police office to defend him from the criminal charge. I cannot allow any client to come here with shackles to consult with me in this important case. When that examination is finished we shall be ready to attend this, and I think this application for postponement commends itself to the sense of propriety and justice of this tribunal. This prosecution is apparently in the

interest of the defense, and to our prejudice, and it is not unreasonable to ask to be allowed to clear this man of the criminal charge before proceeding with this case.

Mr. Mason replied at some length in opposition to the motion to postpone this case, and empathetically denied that any collusion existed between the district attorney and counsel for the defense. They had advised against the arrest and hoped the district attorney would not press the examination until the case was concluded. Mr. Sedgwick said former adjustments were made at the request of the opposition counsel.

The court asked what objections there would be to giving bail? Mr. Sedgwick replied that an effort had been made to avoid the arrest by offering bail, but the authorities, probably, by instigation, had put this disgrace upon his client by arresting him on the criminal charge and we desire to exonerate him from this charge, which involves imprisonment and perhaps death, before proceeding with the civil suit.

Mr. Mitchell urged the case should proceed. The arrest will not prejudice his suit. There are other lawyers who can defend the criminal case. He desired to have it directly understood that the arrest was made without the convenience of counsel for the defense. Witnesses are from a distance at large expense and we wish to go on with the case. He expressed the hope that some arrangement would be made with the district attorney that would be satisfactory. He desired to take no advantage of the particular circumstances, but was the same time unwilling to be prejudiced or delayed by the actions of the county authorities.

District Attorney Lyman said the remarks of the counsel for the defense were true, but Mr. Sedgwick was mistaken in his statement that bail had been offered and refused. Counsel for the defense had counsel delay in the arrest, but the officers of the county had considered the circumstances and had come to the conclusion that it was their duty to make the arrest. There was no desire to prejudice the case, and would be happy to make such an arraignment as would be satisfactory, and at the same time prudent for the officers of the county.

The court decided that if the district attorney was willing to accept bail there was no difficulty in proceeding with the case. It was finally decided that bail would be furnished in the morning, and that the case should proceed and Mr. Bennett was escorted into the courtroom and took his seat by Mr. Sedgwick.

Mr. Vedder took the stand and cross examination was continued by Mr. Sedgwick: had examined his ledger and found two items one in January and the other in February; (the book was produced in court, but proved to be the wrong one); I do not find the entries in this book; I have no checks; I did not look for checks; I have no recollection of giving him; and no certain whether I gave any; Mr. Fralick paid the accounts; I always sign the checks; made no examination for checks; I depended on the bookkeeper; that is also my recollection; I think this is a sole entry I have in regard to this account; do not know where the books in existence before the fore are destroyed or not; Mr. Fralick told me they were destroyed; I still have a safe and shelving in store number 92; the books are not in the safe; I opened the safe about the time of the Herkimer circuit, to look for the books and papers; the books were on the goods box; the papers are in the new safe; no one stayed with me on Sunday night; two gentlemen brought me into court on Monday morning; don't remember their names; I knew they were coming for me; I think Mr. Mitchell, Mr. Mason and others came to see me on Monday morning and made arrangements to come to court, Mr. Hiscock's partner and Mr. Davis also saw me on

Monday morning; Mr. Halsted was also there; had some conversation with Messars. Mitchell and Halsted in relation to this case; I went to Mr. Halsted's about ten o'clock in the morning, and stayed there until next day; I came down and Mr. Hiscock took me back in his carriage; I have talked with several since this morning—the clerks in the store, and others, but not about this case; I am in receipt of \$2000 from Mr. Bennett, dated previous to the fire; found it about a week ago; don't know the date, but the amount is \$2000; think it is dated December; it was given for a note; I have no other papers except a book of accounts of business since the fire; have no papers relating to matters before the fire, except the receipts; the paid notes are handed to my clerks; I have no other papers relating to my business with Mr. Bennett except those mentioned. (The correct book was here handed to the witness, and the entries could not be found by him. He said; "Charlie showed it to me anyhow but I can't find it"). (The counsel for prosecution said they would call the cashier, who understood the books.)

Mr. Vedder, resumed—I always burn by business; I do not have them preserved; the notes I paid in Bennett's offices were but in stove then and there.

Mr. Sedgwick said that he had no more questions to ask Mr. Mitchell resumed the direct examination. Mr. Vedder when I wanted to leave the cellar of the store I said I felt sick and thought I would leave, Mr. Fralick remarked he thought I was very weak kneed. Question did you have a conversation with your wife about this matter? Object to an objection sustained.

I do not recollect keeping carpets for sale previous to the fire; I made no examination of the books and papers with reference to payment to Mr. Fralick since the fire except to ask my bookkeeper; I looked at the book today; entry was cashed paid out; the entry was made under of the direction of Adam Fralick; he directed the entry to be made without stating what it paid for; so Charlie said I did not hear Mr. Fralick give the direction. (A check was shown to witness for \$800;) don't remember who is was given to; think it was filled up by Charlie; check stamp August 14th; I had the impression I had given a check to Mr. Bennett, I had no other but a book of account for goods bought from Bennett's store; since the fire Briggs has had, at my store, some 2000 in goods. (Counsel put in evidence page 419 of the ledger account of debtor and creditor with Briggs). Received subject to objection.

It appears from the books that Briggs has \$2,609.08 down to December, down to February 17th is \$1,007; credits by merchandise and notes to balance \$2,609; leaving \$1,007 due; I never had any of these notes never knew they were in existence.

Before the fire Mr. Fralick told me of some carpets he had on commission; think to my knowledge I never heard of commission till after the fire. (noted exhibit.) I gave that to Mr. Bennett, read by counsel note of \$500 given December 24, 1869 by F. P. Vedder; endorsed by Bennett Brothers and the bank mark of cancellation; don't know how that entry in my book was interlined; I never saw it till today; at the same time the \$30,000 note were given up it was in the third store of the Larned block facing the railroad track; I do not recollect if there were any fire in the building Sunday night while I was there; I was informed by Fralick that the account of Briggs was endorsed on Bennett's notes. (The private account of S. F. Bennett kept in the ledger, page 484, was put in evidence by Mr. Mitchell, and objected by counsel. It amounted to \$414.10 to which was added \$4.78 for another page. Counsel called attention to the fact that the account showed no

cash, but was all headed merchandise.) Mr. Fralick had judgments against him which you billed over this head; there was a number of judgments comprised last March. I only know who saw the paper I gave Fralick besides himself for what they told me; I gave him the one paper of that kind; I did not know anything but by memorandum of goods brought into my store from Bennett Saturday and Sunday night before the fire.

Cross examination – (note shown) That was a business note given at its date; it appears to have been discounted at the Salt Springs Bank; it is certified to be good by the teller of my bank; (check shown); couldn't say when that was given it was given for some drafts; don't know when that note was found; (paper shown); I do not know much about those papers; the bookkeeper had charge of them; my signatures there are good many times; they are for 1870, 1869, etcetera (don't recollect of receipt of the quantity of carpets on commission before the fire; never heard of those two notes of Briggs interlined in account; do not know much did not know any such notes were given; didn't very often look at my books; depended on bookkeeper; I might have paid a note to Bennett of \$2000 on the 19th of December; presume I paid him in November; know that I paid him all on some money and notes; think I saw Briggs trying to make a fire Sunday afternoon; I saw him try to make a fire there sometime; I am quite sure it was Sunday; that is my belief; don't think Bennett's store was very warm on Christmas; there was a stove in Bennett's store; I was informed my notes were reduced to about \$8000 three or four days ago; that referred to those sixty percent goods; Adam Fralick told me that in my store; no one present; mentioned to Mr. Lynch about those \$30,000 notes given to Fralick; mentioned it also to Mr. Halsted; I would not have mentioned it if Fralick had not come out and boasted that he was the power behind the throne; hasn't told it before that I know recollect; I presume the account against S. F. Bennett is his individual account purchased at my store; I never looked at it in particular.

Redirect, I have no doubt in my own mind that it was Sunday Briggs tried to build a fire in the furnace.

Benjamin Marcin, sworn—Lived at Herkimer; been in the dry goods business ten or twelve years; was with Nye at Auburn the 1st of October, previous to the fire, and till the store broke up; we carried between 15,000 and 20,000 worth of goods; sales per day at auction might average \$150 to \$200; nine clerks we had; did a good trade; should think about \$200 to \$300 a day; just before and after the fire we had unusually heavy shipments; recollect a trunk coming with silks and paisley shawls in it; it came soon after the fire; I think there was a \$1000 worth of goods in the trunk; we had more goods after the holidays than what we could care for; Adam Fralick was up there but I couldn't say whether or not he ordered them down cellar; he did his talking with Mr. Nye; large quantity of goods were put down the dark cellar in boxes; the trunk that contained silks, \$1000 worth of goods, was put under the counter and nothing done with it for a week or two; Fralick came up once after the fire and marked a large lot of goods; no bill came with those goods.

After the cross examination the court adjourned until 9:30 this AM.

Syracuse Daily Standard, Syracuse, New York, April 27, 1871

THE BENNETT INSURANCE CASE

A lull in the excitement!

Comparison of Briggs' and Bennett's books

THE FRALICK EXAMINATION POSTPONED.

His bail fixed at \$20,000!

The Fralick Arraignment

The examination of Adam Fralick, charged with arson, is one of the parties implicated in the Bennett store fire, was set down for ten o'clock yesterday forenoon. The courtroom was filled before the hour, by an expectant crowd.

Mr. Fralick arrived accompanied by Deputy Sheriff Meldram; but as the witness for the prosecution had not yet come in he spent a short time in Chief Davis' office, with J. A. Clarke, Esquire, one of his counsel.

On taking his seat in the courtroom, Mr. Fralick appeared cheerful and in response to remarks by persons at hand, said aloud obscurations were not uncommon but he felt fully confident of being able to clear away any charges now resting against him.

When Justice Corbett took his seat the witness for the people had not yet come in but District Attorney Lyman said he would be ready in twenty minutes.

J. A. Clarke, Esquire, and Mr. Kennedy was one of Mr. Fralick's counsel and he would probably in soon. When Kennedy arrived, he said, as this case will probably last some days, and as he had an appointment at Courtland (today) it would be necessary to consult with his client and co-counsel as to proceedings.

Mr. Fralick and his attorney retired, and soon sent for the district attorney. When they returned.

Mr. Kennedy surprised the court that an agreement had been reached; that all the material testimony touching this case had been, or would be, brought out in the Bennett insurance case, which testimony was being taken by a stenographer; and it had been agreed to waive examination until the other case was concluded, and then take so much of the testimony that might be applicable to this case—requesting that steps be taken to bail in the meantime

Justice Corbett assented to this disposition of the case, and made an order of committal when Officer Meldram accompanied Fralick and his counsel before Judge Moran, were bail was fixed at 20,000. At last information the bonds had not been completed; and we do not learn as bonds had been obtained. While waiting the order of the court to be made, Mr. Fralick talked freely with gentlemen about him, protesting his entire

innocence of the charges preferred against him. He believed it an attempt to rob him of what little he had; but if there was any justice, it would not prevail. Falsehood might sink him but the truth, the whole truth, could not harm him one hair. He admitted that the present aspect was dark; it was always darkest before daybreak; and he had entire confidence that these were the darkest hours. The people evidently prejudged the case on evidence that was willfully interested; but he hoped to reverse the judgment of the people.

The testimony given below by Mr. Rae and Mrs. Davis is claimed by the defense to show that more goods were shipped from Mr. Bennett's to branch stores than his bills or books show. The real amounts shipped were obtained by Mr. Davis from the Express or Railroad Offices. The discrepancy between the Express books and Mr. Bennett's will be seen in many cases to be large.

James B. Rae, sworn—I have been engaged in weighing the bills of goods sent to Rome by Bennett Brothers; weighed them principally at McCarthy's, some at Chadwick's and Price's; Mr. Titus sited me; these bills I've taken from Bennett's books; October 11th is the date of the first bill, and these bills agree with Brigg's books, to whom goods were shipped. October 4th, two bills, accounting \$892.77 were put together; making their total weights, with cases, 1064 pounds; also find carpets and off cloths sent that day accounting to 756 pounds; these were shown by Brigg's books and not Bennett's. Mr. Davis, five trunks weight 600 pounds shipped by Express on the 4th of October; October 5th a box and packages weight 440 pounds; by rail, same date three cases of goods weight 900 pounds, same date two rolls of goods, weight 318 pounds; total shipped 4th and 5th December 2258 pounds. Mr. Rae had another bill on the 7th of October amount \$280.62; weight of the case 252 pounds; same date of bill of oil clothes of 150 pounds, \$16.74. A. J. Davis both the shipping bills corresponding; October 7th two boxes weighting 500 pounds by Express.

Mr. Rae October 8th two bills accounting to \$147.84; total weight 150 pounds; also carpeting 275 pounds, value \$57.80. Mr. Davis received October 9th boxes, weight 455 pounds by Express.

Mr. Rae; two bills amounting to \$759.60 weight 896 pounds. Mr. Davis October 11th two boxes and two bales by Express weight 1,200 pounds.

Mr. Rae; October 18th bill of \$844.99, weight 881 pounds; commission goods that day, carpets 585 pounds, \$132.15. Mr. Davis; October 18th four boxes of six bales 1,875 pounds.

Mr. Rae; October 20th bill of carpets amounting to \$213.89 weight 754 pounds. Mr. Davis October 20th, by rail two cases of oilcloth, 634 pounds, same date one case carpet 140 pounds; total 774, which is 10 more than books show.

Editors note. An additional fourteen paragraphs regarding bills from October 21 through early December round out the testimony of Mr. Rae and is included in the original article but not transcribed herein.

Mr. Van Champ, sworn—I reside in Auburn a merchant; was connected with the Wheeler store at Cortland, commenced about the last of November, was there three or four weeks before the fire; amount of our sales daily were from \$150 to \$500; sold at auction and retail; Mr. Wheeler had charge of that store for Bennett; they had been selling at Homer before coming to Cortland; Saturday before the fire Mr. Wes, Bennett's bookkeeper came down; had never been there before to my knowledge; He took an inventory of stock; do not know what it amounted to; think the stock amounted to 5,000 or 6,000; the store continued until Wednesday after the fire and then was shipped to Syracuse; the five weeks we were there and sold goods money was lost on the sales at the prices goods were marked; whenever boxes of goods came down which were not opened; they came Wednesday or Thursday before the fire; three or four cases; they were not open and measured while I was there, because no bills came with them. Cross examination developed no new features.

David Stafford, sworn—Am stove dealer since 1849; put furnaces in Bennett's store on the first year he started in the south store and one in the north store the fall of the fire; they are perfectly safe; no change for fire to take from them; never had any complaint of them. Cross examination developed no new features.

Adjourned for dinner.

AFTERNOON SESSION.

Amos B. Hough, sworn; reside in East Genesee Street, but lived in second door to Thomas Robinson, on Linden Street at the time of the fire; heard somebody go to Mr. Muldoon's door on the night of the fire and knock; it was about midnight; they knocked at my door and then Robinson; heard them talk on the walk; it was very dark night; knew nothing amount Robinson's being sick; never heard him complain any; it would take me five or eight minutes to walk from Robinson's house to Bennett's store; I did not know the two men that came to my house that night; I heard them at Muldoon's then and afterwards at Robinson's.

Cross examination—I never heard him complain of sickness; often talked with him before the fire, but did not mention any sickness to me; remember the time exactly when I was down the street that night; left for home at 10:30.

Redirect—I and Robinson took rations together occasionally, he drank hearty.

Mr. Avery, sworn—Am bookkeeper at Chad J. Johnson's; Bennett purchased lamps, shades from us; purchased September 16, 1869 also 17th; two lamp shades; September 29th another lamp shade for burning kerosene.

Patrick Plan, sworn—Am in the dry goods business at D. McCarthy's, Son's and Company; an Junior Partner; Vedder purchased of us in 1869 \$6,365.34 worth of goods; near 1870 I should think he did not purchase a \$1000 worth; he has bought none this year; in 1868 he bought I think less than 1869; he purchased none in December 1869.

Mr. Dallas, sworn—Thomas Robinson called on me for prescriptions in the summer and fall of 1869; he was oblivious; think I didn't see him for two months previous to the fire.

James B. Rae, recalled says have made examination Bennett and Briggs books; Bennett's ledger cannot be trial balanced on the opening at time of transfer of balances from the old ledger; it does not balance about \$12,000.

Briggs balance on Bennett's ledger as brought forward is \$18,059.60; Briggs' own books and bills on examination show that he owed Bennett at that date \$21,293.80 over and above the cash paid as per memorandum book. A settlement was made after January 22, 1870 or the whole amount by notes amounting to \$13,382.53 in four notes.

He owed Bennett at that time \$9,739.19 more than that amount; also \$2,311.98 in bills purchased after the fire not entered on either set of books.

Commissions account commencing October 3, 1869, by small book, accounting to \$3,206; which is paid by items on memorandum book accounting to \$3,079. Including items "my own notes given up" \$1,519.38.

Mr. Briggs' books do not show goods bought of Vedder on commission. On Memorandum cash books appears notes paid Bennett Brothers, Vedder and Company September 25, 1870 \$916, November 11th \$838.62.
