

02 12

BOX:

162

FOLDER:

1655

DESCRIPTION:

Yard, Edmund

DATE:

12/09/84



1655

Witnesses:

Paul Jones
A. H. Brown

17

John H. Jacobs
16 Broome Street
and
George D. Luper
59 1/2 Washington St.

Wm. Day
Counsel,
Vanderpool

1841
Filed 9 day of Dec 1884

Pleads Not guilty. May 19/85

THE PEOPLE

vs. B

Edmund Gard

[Sections 52 and 530, Penal Code]

PETER B. OLNEY,

District Attorney.

A TRUE BILL
J. M. Maguire
Foreman.

The Court. If it is over
No. 1000000000
\$5.671. Coke City
Prison. What this action
he is. Luper is decided
Feb 14/85. J. J.

0213

0214

To all to whom these Presents shall come or may Concern,
Greeting: Know ye, That I, Frank O. Shaw, of the
City, County and State of New York

for and in consideration of the sum of Thirty three Thousand ⁰⁰/₁₀₀
(⁰⁰/₁₀₀ \$33,000) Dollars
lawful money of the United States of America, to me, ^{jointly with others in interest} in hand paid by
Edmund Zard

the receipt whereof is hereby acknowledged, have remised, released and forever
discharged, and by these Presents do for myself my
heirs, executors and administrators, remise, release and forever discharge the said
Edmund Zard

his heirs, executors and administrators, of and from all, and all manner of action
and actions, cause and causes of actions, suits, debts, dues, sums of money,
accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,
agreements, promises, variances, trespasses, damages, judgments, extents, executions,
claims and demands whatsoever in law or in equity, which against him
I ever had, now have or which

my
heirs, executors or administrators, hereafter can, shall or may have for, upon or
by reason of any matter, cause, or thing whatsoever from the beginning of the
world to the day of the date of these presents.

In Witness whereof, I have hereunto set my hand
and seal the Ninth day of September in the year of our
Lord one thousand eight hundred and eighty-five

Sealed and Delivered in the Presence of
Jointly with others in interest
witnessed on 6th line
before me

Jalen Stitt

Frank O. Shaw (S)

02 15

State of New York } ss.
City & County of New York

On the ninth day of September in the year one
thousand eight hundred and eighty-five before me personally came

Frank D. Shaw

to me known, and known to me to be the individual described in, and who
executed the foregoing instrument, and he acknowledged
to me that he executed the same.

I Alex Still
Notary Public (254)
m Co

Frank D. Shaw

TS-

Edmund Ward

General Release.

02 16

To all to whom these Presents shall come or may Concern,
Greeting: Know ye, That I, Charles G. Shan
of the City County and State of New York

for and in consideration of the sum of Thirty Three Thousand
00/100 (433000) Dollars jointly with others in lawful
lawful money of the United States of America, to me in hand paid by
Edmund Ward

the receipt whereof is hereby acknowledged, have remised, released and forever
discharged, and by these Presents do for myself, my
heirs, executors and administrators, remise, release and forever discharge the said

Edmund Ward

His heirs, executors and administrators, of and from all, and all manner of action
and actions, cause and causes of actions, suits, debts, dues, sums of money,
accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,
agreements, promises, variances, trespasses, damages, judgments, extents, executions,
claims and demands whatsoever in law or in equity, which against him
I ever had, now have or which

I my
heirs, executors or administrators, hereafter can, shall or may have for, upon or
by reason of any matter, cause, or thing whatsoever from the beginning of the
world to the day of the date of these presents.

In Witness whereof, I have hereunto set my hand.
and seal the Ninth day of September in the year of our
Lord one thousand eight hundred and eighty-five

Sealed and Delivered in the Presence of
"Jointly with others in internal intention
on 6th line before execution

Charles G. Shan (S)

Jalen Stitt

02 17

State of New York } ss.
City & County of New York

On the Ninth day of September in the year one
thousand eight hundred and eighty-five before me personally came

Charles G. Shaw

to me known, and known to me to be the individual described in, and who
executed the foregoing instrument, and he acknowledged
to me that he executed the same.

I Alex Little
Notary Public (234
in County

Charles G. Shaw

- 10 -

Edward Ward

General Release.

0218

To all to whom these Presents shall come or may Concern,
Greeting: Know ye, That I, Sallie Carr Shaw, ~~and~~
vidually and as Executrix of the last will
and Testament of Charles G. Shaw deceased

for and in consideration of the sum of Thirty-three thousand ⁰⁰/₁₀₀
(\$33,000 ⁰⁰/₁₀₀) dollars

lawful money of the United States of America, to me in hand paid by

Edmund Yard

the receipt whereof is hereby acknowledged, have remised, released and forever
discharged, and by these Presents do for myself, my successors and assigns
~~heirs, executors and administrators~~, remise, release and forever discharge the said

Edmund Yard

his heirs, executors and administrators, of and from all, and all manner of action
and actions, cause and causes of actions, suits, debts, dues, sums of money,
accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,
agreements, promises, variances, trespasses, damages, judgments, extents, executions,
claims and demands whatsoever in law or in equity, which against him

I ever had, now have or which

I or my successors or assigns

~~heirs, executors or administrators~~, hereafter can, shall or may have for, upon or
by reason of any matter, cause, or thing whatsoever from the beginning of the
world to the day of the date of these presents.

In Witness whereof, I have hereunto set my hand
and seal the Ninth day of September in the year of our
Lord one thousand eight hundred and Eighty-five

Sealed and Delivered in the Presence of

J. H. Smith

Sallie Carr Shaw (S)

Sallie Carr Shaw (S)
acknowledged re (S)

0219

State of New York } ss.
City & County of New York

On the thirtieth day of in the year one
thousand eight hundred and Eighty-five before me personally came
Sallie Carr Shaw, the Executrix of the last will
and Testament of Charles G. Shaw deceased
to me known, and known to me to be the individual described in, and who
executed the foregoing instrument, and acknowledged
to me that he executed the same as such Executrix and
also individually, and she acknowledged
to me that she executed the same as such
Executrix and individually -

J. Allen Stitt

(SS) Notary Public (234)
-m- Co

Sallie Carr Shaw
Individually as Executrix

- To -

Edmund Ward

General Release.

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W. J. Court of Sessions

The People

vs

Edmund Ward

City and County of New York ss.

James A. Fleming of said City
being duly sworn says: I am
one of the attorneys for Mr. Ward -
the defendant in the above matter

Mr. Ward began business a long
time ago somewhere about 1835 in
the City of Philadelphia where he
continued in business as wholesale
dry goods dealer until 1868. when
he retired from business and from
that time, (as undao he had from
about the year 1860) resided in the

0221

City, of New York. His home in Philadelphia was one of the oldest and most respected in it. It was conducted as "Edmund Yard & Co."

I have personally known Mr Yard for more than thirty years. He was brother in law of my deceased father, Augustus L. Brown of the law firm of Brown, Hall & Widdicraft. I know his social and business character and surroundings and he was during all of ~~that~~ his residence in New York until the change made in this matter of the very highest character.

0222

and standing beyond the -
shadow of reproach or suspicion

And I verily believe from
all the investigation I have
made that the very act
complained of had in it
no element of moral guilt
and that no wrong was intended
of any kind to the Estate of
the Widow.

But notwithstanding that
belief on my part Mr Yardi's
children recognizing the
gravity of the charge against
their father, and determined
that his name should be

0223

freed from any reproach of retaining any trust funds which had been committed to him; agreed among themselves to make good the amount to their fullest ability and ~~next~~ to that end actually mortgaged for years to come the inheritance they had derived from their mother's Estate (an Estate entirely separate and distinct from their father's business and which had come to her from her own kin) - and this to the extent of -

0224

Thirty three thousand
dollars (\$ 33,000) which
was paid over to ~~the~~
Mrs Shaw and her children
whereupon they gave back
~~the~~ Releases and discharges
~~and~~ in full satisfaction of all
claims against Mr Ford.

^{Copies}
~~One~~ of these Releases are
unreced hereto.

The late Mr Sullivan
in his lifetime after
fully investigating the
facts wrote to the District

0225

TORN PAGE

attorney a letter signifying
his assent to the case
being discontinued - and
he has on more than one
occasion personally assured
me before his death that
he would gladly go before the
District Attorney or the
Court and deny my applica-
tion for a quashing of the
indictment.

wrote before me

the 20th day of Dec 1887

John J. Furney

Wm. J. Furney
and filed my Co.

John J. Furney

0226

TORN PAGE

Kind persons

People

Yard

Wt of

J. R. Conroy

0227

VANDERPOEL, GREEN & CUMING
COUNSELLORS AT LAW
NO. 2 WALL STREET
NEW YORK

AARON J. VANDERPOEL
ROBERT S. GREEN
JAMES R. CUMING
HENRY W. BOOKSTAVEN
ALMON GOODWIN
BENJAMIN W. FRANKLIN
AUGUSTUS H. VANDERPOEL
DELOS McCURDY
HENRY THOMPSON

Oct 26th 1886.

My dear Mr. Martine,

In pursuance of your kind suggestion when I last spoke to you concerning Mr Edmund Ward's case, I requested Dr. Talcott, the Resident Physician and Superintendent at the Middletown Lunatic Asylum to examine and report as to Mr Ward's present condition, and I now send you a copy of the certificate or report, which he forwarded to me a few days ago.

I am fully aware of the great public pressure there is upon you and fully sympathize with you and regret to add in any degree to your present cares, but I send this to you that you may know I have not neglected the matter, so that when a spare moment comes and you can give it attention we may have it before you.

I remain,

Yours very truly,

J. R. Cuming.

Hon Randall B. Martine.

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VANDERPOEL, GREEN & CUMING,
No. 2 WALL ST., NEW YORK.

Copy

Office of the
State Homoeopathic Asylum for Insane.

Selden H. Talcott,

Medical Superintendent

Middletown, N.Y. Oct 21st 1886.

To whom it may concern:

I hereby Certify that Mr. Edmund Yard,
of New York, was duly admitted to this
institution on the twelfth day of October, 1885.

According to the certificates made by
J. A. Mc Bride, M.D. and E. C. Spitzka, M.D.
(which certificates were approved by a
Justice of the Supreme Court of New
York) it appears, respectively, that he
was suffering with "senile dementia",
and "senile involution of the nervous
system to a pathological degree." The
former is shorter than the latter, but
is, eventually, just as fatal.

Since Mr. Yard's admission, he
has been under my care and observa-
tion regularly; and in my judgment
there has been no material change
in his mental condition except a
very gradual weakening of the

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mental powers. Considering his age, and all the symptoms in Mr. Gard's case, I am of the opinion that no reasonable hope of his final restoration to mental soundness can be entertained.

Selden H. Talcott, M.D.
Medical Superintendent.

The People
vs

Edmund Gard

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From my knowledge of Mr. Edmund Yard's physical and mental condition in the year 1884, I am satisfied that he was during the whole of that year suffering from the earlier forms of dementia extending back to the time of his wife's death in the Spring of 1883 which had more fully developed in October 1885 when on the certificate of Drs. Spitzka and Mc Bride of his senile dementia he was committed to the Middletown Asylum for the Insane by Justice Donohue of the Supreme Court.

New York, December 19 1887.

Edw. G. Munn

*The foregoing certificate
was on the day with
date Dec 19. 1887
subscribed & sworn to
before me*

J. J. Munn
Notary Public
N.Y.

0231

In the Matter

- of -

Edmund Ward

Certificate re
of Physicians

VANDERPOEL, GREEN & CUMING,
No. 2 WALL STREET, N. Y.

0232

I certified to the senile dementia of Mr. Edmund Yard in October, 1885. In that certificate Dr. Mc Bride, since deceased, united and upon the certificate he was by Judge Donohue's order committed to The Homeopathic Asylum for the Insane at Middletown.

From my examination then made I am satisfied that Mr. Yard's then condition had begun long before and that he was in substantially the same state during the whole of the year 1884.

New York, December 19th 1887.

Edward Charles M. R. K.

*The foregoing certificate
was subscribed and sworn
to before me on the
day of its date Dec.
19th 1887*

E. J. Farnum
Notary Public

0233

In the Matter

— of —

Edmund Gard

Certificate
of Physicians

VANDERPOEL, GREEN & CUMING,
No. 2 WALL STREET, N. Y.

0234

Form No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any telegraphed message, whether happening by negligence of its servants or otherwise, beyond the amount received for sending the same; nor for mistakes, or delays in the transmission or delivery, or for non-delivery, of any untelegraphed message beyond fifty times the sum received for sending the same, unless specially insured messages. Any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company, is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of message to any point on the lines of this Company can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company, is authorized to vary the foregoing.

No responsibility regarding messages attached to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office for delivery at a greater distance, a special charge will be made to cover the cost of such delivery.

The company will not be liable for damages in any case where the claim is not presented in writing, within sixty days after sending the message.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Receiver's No.	Time Filed.	Check.

Send the following message, subject to the } Dec 13 1884.
above terms, which are hereby agreed to. }

To Hon Frank J. Delmonico
Sec of State
Washington D.C.
Governor Cleveland has
resigned resignation in
hard case. Papers will
be presented to State
Department early next week
Tele to - Blue
Dist. City.

READ THE NOTICE AND AGREEMENT AT THE TOP.

0235

opra
i

cont.

Certificate of January

§ 2 Chap 446 of 1874

That I the undersigned
 with of the name of ss: I Thomas
 County of Hamilton Alexander H. Bide,
 a resident of said County in the
 County of Hamilton, being a Graduate
 of the College of Physicians and Surgeons
 of the City and having practiced
 as a Physician for many years, and
 being under some medical treatment
 of the 1st of October, 1875, I personally
 examined Edmund Ward of the
 County of Hamilton, a Male, of the age of
 years and by observation
 Mercantile and that the said Edmund
 Ward is insane and a proper person
 for care and treatment, under the
 provisions of Chapter 446 of the Law
 of 1874.

I further certify that I have
 formed this opinion upon the follow-
 ing grounds, viz: His extreme apathy
 and indifference to matters of vital
 interest to him - impaired memory -
 his inability to care for himself - his
 complete subjection to the will of others -
 inconsequence of ideas - sleepless nights -

1019 Certificate of marriage, S. 2, Chap. 110 of 1874

State of New York
County of New York:

I, Edward A. Morris, Justice of the Peace, of the County of New York, do hereby certify under oath that on the 10th day of October 1874, I personally examined John A. Morris, a male, 40 years of age, married and of occupation Importer and that he can read & write and is a proper person for care and treatment under the provisions of Chapter 110 of the Laws of 1874.

I further certify that I have formed the opinion upon the following grounds, viz:— That he has undergone a reformed course of character; previously an active business man, of mature habits, he has become careless, neglectful and indolgent being unable to give information regarding matters

a. that on the face of the evidence to be
 introduced to become known by the jury that
 since the passage of the act of 1850 and
 the move to New York, the said man
 my son never returned to the city with
 reason to necessitate such a move
 to the city of New York, and that like
 an infant, he was in the hands of his
 father and was to be treated as such
 a man in an antislavery cause and station
 for purposes of his name and not
 way in a place of security and, and to
 the personal view of some invention
 of the nervous system to a phrenoge-
 netic degree.

And I further declare that
 my qualifications as a Medical
 Examiner in Lunacy have been
 duly attested in Certificate by his
 Hon. Charles Connerly Judge of the
 New York Supreme Court.

approved.

Sworn to and sub-

scribed before me this

10 day of October 1850

(Signature)
 M.D.

C. Deane

J. C.

0239

5

I, Stephen W. Talcott, Esq.,
 Tendant of the State Prison at
 Auburn, do hereby certify that under
 two original warrants of arrest
 both of the same date and bearing
 of the same number, I received
 of the Sheriff of the State of New York
 a full and complete list of the
 names of all persons who were
 committed to the State Prison at
 Auburn, in the month of January,
 1861, and who were committed for
 the reasons named in the warrants.

In witness whereof I have
 subscribed at my name this
 twelfth day of October, one
 thousand eight hundred and
 sixty-five.

Stephen W. Talcott

0240

In the Matter
- of -
Edmund Ward

Copy
Certificate
of Physicians

VANDERPOEL, GREEN & CUMING,
No. 2 WALL STREET, N. Y.

0241

THE PEOPLE

vs.

EDMUND YARD.

Memorandum

of proceedings and facts

in case.

EDMUND YARD, was on Dec. 9th, 1884, indicted by the Grand Jury of the Court of General Sessions, for Grand Larceny in the 1st Degree under Sec. 530, subd. 2, of the Penal Code. Although the Indictment is founded upon the embezzlement of 10, Twenty-third St. R. y. Co. Bonds (par value \$1,000 each) the depositions herein show the embezzlement of a much larger amount, viz: about Two hundred thousand Dollars. The Bond embezzlement was selected as the clearest case to handle in view of the despatch necessitated by the pending Extradition proceedings. Yard had already (Dec. 5th) been arrested at Bulongne, France, in pursuance of a cable sent through the State Department at Washington. The property embezzled was the property of Sallie Carr Shaw, Executrix of Chas. G. Shaw, deceased.

The facts shown by the depositions, are briefly these: For 9 years preceding July '84, Yard had been acting as the agent of Mrs. Shaw, the Executrix, and the care of the property and securities was entrusted to him, and the greatest confidence and trust reposed in him. He acted under a Power of Atty., and was restricted from making any investment other than in U. S. Bonds or Bonds of Northern

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2

States. It was stipulated that he should receive as compensation the fees which Mrs. Shaw as Executrix would be entitled to. In July '84, Yard's Sons firm (Edmund Yard Jr. & Co.) failed, and it was then disclosed that Yard had for years been putting the funds of the Shaw Estate into this firm, until it had then reached the amount of about \$155,000. This was done without any authority from the Executrix and without her knowledge or that of the others interested in the estate, viz: Her two sons, Charles G. and Frank D. Yard's power was immediately revoked (July 22nd) and the property in his possession demanded. He admitted that he had a few days previous taken the 23rd Street R.y. Bonds and pledged them for a loan to him individually. On July 31st, his Books of the Estate were demanded. He promised to produce them Monday, Aug. 4th. On Saturday, Aug. 2nd, he secretly sailed for Europe. On Aug. 4th his books were obtained, and a searching examination made of his accounts. On account of their confused condition, this took a long time. This disclosed that Ward had not accounted for the sum of Two hundred thousand Dollars and for \$60,000. U. S. Bonds.

Yard, through his counsel here and in France, has made a long and determined effort to resist extradition. His attorneys learned of the proceedings as soon as the case was first presented to the Grand Jury, Dec. 3rd. Before making the requisition upon our Governor, our District Attorney heard them in opposition, and examined witnesses on

0243

1

3

Yard's behalf. His counsel were heard by the Governor, and by the Secretary of State at Washington. His French Counsel have used efforts, almost superhuman, to prevent our Legation at Paris from pressing the matter, and then to urge and entreat the French Government not to surrender him.

Yard has many wealthy friends and relations, and he can easily procure heavy bail.

He has run away once and unless the bail is very heavy, he will undoubtedly do so again.

Should he go to Canada, he cannot be extradited therefrom.

His crime is one of the highest grade-- a felony; and its possible punishment, 10 years in States Prison.

The County of New York have incurred great expense to bring him here, and measures should be taken not to have the purpose of his extradition, his trial and conviction, rendered unattainable.

All these facts are proper elements to be taken into consideration in fixing the amount of bail.

Wharton's Criminal Law Sec. 2985. "Far wiser is it to adopt the principle that in determining and adjusting bail, the test to be adopted by the Court is the probability of the accused appearing to take his trial. This proba-

0244

4

bility is to be measured in part by the nature of the crime charged, and by the severity of the punishment which may be imposed; and in part by the character and means of the defendant.."

J. Alex. Smith.

*of Vermont, for Revisor
S. Paul Smith.*

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THE PEOPLE

vs.

EDMUND YARD.

MEMORANDUM OF FACTS FOR CON-
SIDERATION IN FIXING BAIL.

J. Alex. Smith.

by counsel for the State

& J. Alex. Smith.

Wm. J.

Mr. J. Alex. Smith.

Kenneth B. Smith.

Wm. J. Smith.

0246



City of New York Recorder's Chambers

New York

1855

Th. Becker, {
Edm^d Yarr, }

The Comtee representing
the Comtee. has requested
that the Bail in this case
should be fixed at a sum
between \$15000. & \$20000.
The person's counsel,
on the other hand claim
that \$10000. should be,
the amount fixed by
the Court.

0247

The advertisement for
a Lottery of property
of the value of \$10000.
part of which it is, I think
is at least partially
secured to the benefit.

I am however, being
by the amount from the
the Green Bay, which
has been stated.

I think that the
Bait in this case may
be fixed at \$12000.

F.V.

0248

District Attorneys Office.
City & County of
New York.

May 26 1885
Randolph P. Martine Esq
District Attorney
Dear Sir -

I will call
in the morning ^{at 10} to learn
whether you will deem
it convenient to place
the Ward case on
the calendar for
next Monday or

0249

For Recorder Smith
if so to learn to ~~at~~
what assistant
att'y you will com-
mit the case.

By we can
be ready on Mon-
day. In the mean-
while we can have
time to acquaint your
office with the evi-
dence &c.

Respectfully

J. B. Shaw.

0250

No. of Words, _____

THE WESTERN UNION TELEGRAPH COMPANY.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Receiver's No.

Time Filed,

Check,

Send the following message, subject to the terms printed on the back hereof, which are hereby agreed to.

New York Dec. 12th 1884

To J. Alex. Still Esq.

Delaware House

Albany N. Y.

The crime is charged in indictment in language of French Treaty which says: The facts charged show crime of Embezzlement. You may file on my behalf such brief as is proper. Embezzlement by Special Order was made a form of Grand Larceny. - Punishment is infamous not less than five or more than ten years State Prison. Conviction takes away citizenship.

Peter B. Olney

Dist. Atty.

READ THE NOTICE AND AGREEMENT ON THE BACK OF THIS BLANK.

0251

Form No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message, whether happening by negligence of its servants or otherwise, beyond the amount received for sending the same; nor for mistakes, or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company, is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of message to any point on the lines of this Company can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon in the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company, is authorized to vary the foregoing.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office— for delivery at a greater distance, a special charge will be made to cover the cost of such delivery. The company will not be liable for damages, in any case where the claim is not presented in writing, within sixty days after sending the message.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Receiver's No.

Time Filed.

Check.

Send the following message, subject to the above terms, which are hereby agreed to.

New York Dec 8th 1884.
 T. Hon. Frederick F. Schuyler
 Secretary of State
 Washington, D.C.
 Please have Edmund
 Yard held. Indictments
 found. Request for
 extradition will be for-
 warded.
 Peter B. Olney
 District Attorney

READ THE NOTICE AND AGREEMENT AT THE TOP.

0252

Form No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message, whether happening by negligence of its servants or otherwise, beyond the amount received for sending the same; nor for mistakes, or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company, is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of message to any point on the lines of this Company can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company, is authorized to vary the foregoing.

No responsibility regarding messages attached to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office—for delivery at a greater distance, a special charge will be made to cover the cost of such delivery.

The company will not be liable for damages in any case where the claim is not presented in writing, within sixty days after sending the message.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Receiver's No.

Time Filed.

Check.

Send the following message, subject to the }
those terms, which are hereby agreed to. }

New York Dec. 11th 1884.

To J. Alexander Still Esq.

Delaware House

Albany N. Y.

Please state at hearing to morrow
on my behalf that I carefully exam-
ined into the facts in Yard case,
taking the statements of three
witnesses in Yard's behalf—
After such examination I
deemed it my duty to ask for

READ THE NOTICE AND AGREEMENT AT THE TOP.

0253

Form No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message, whether happening by negligence of its servants or otherwise, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for cryptograph or obscure messages. And this Company, is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of message to any point on the lines of this Company can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company, is authorized to vary the foregoing.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office—for delivery at a greater distance, a special charge will be made to cover the cost of such delivery.

The company will not be liable for damages in any case where the claim is not presented in writing, within sixty days after sending the message.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Receiver's No.

Time Fd.

Check.

Sent the following message, subject to the }
above terms, which are hereby agreed to. }

1884.

To

the requisition.

Peter B. Olney
Dist. Atty.

READ THE NOTICE AND AGREEMENT AT THE TOP.

0254

New York City Asylum for the Insane,
Ward's Island.

A. E. MACDONALD, M. D.,
MEDICAL SUPERINTENDENT.

New York,

June 13th 1885-

Hon. - Randolph B. Marston,
District Attorney

My dear Sir,

I have to-day,
in obedience to your in-
structions, made an ex-
amination of Mr. Ed-
mund Ward, with a view to de-
termining his mental
condition -

I have the hon-
or to report, as the re-
sult of this examination
that Mr. Ward is, in my
judgment, sane -

Very Respectfully,
A. E. MacDonald.

0255

People
against
Edward West

0256

*James A. Stitt about the investment
of the \$100,000 loan from the
City and County of New York, N.Y.*

City and County of New York, N.Y.:

James A. Stitt, being duly sworn, deposed and says:
That Mr. Edmund Yard, Sr., held a power of attorney from Mrs.
Shaw, as executrix, the contents of which are, to deponent's
best recollection, that he had power to collect dividends and
rents and make investments according to instructions endorsed
upon the will of Mr. Shaw, which investments were to be in
Government bonds and bonds of the Northern States, and that he
was to receive as compensation as agent for Mrs. Shaw the amount
of money that would have come to her from the estate as executrix.
The original of that power of attorney is in Mr. Yard's posses-
sion. When the Bogart loan was first made that the broker, or
the person who made the loan, had a stock note, which gave him
the authority to sell the securities without notice to any one,
and in view of that fact it was necessary that some steps should
be taken to protect the funds, and Mr. John Yard, or some one,
suggested that Mr. Brown would take that loan and hold it, and
Mr. Brown, in Mr. Van's office, said he could get O'Brien
Brothers to take up the loan but that if they did we must admit
that the thing was all right, meaning, as I thought, that Mr.
Yard had authority to make the loan. I took Mr. Charles Shaw
aside and told him we would not do that, that we did not want to
do that; and therefore we declined Mr. Brown's offer, and we had
a Mr. Latham to take up the loan, which was assigned to Mr. Shaw
personally. About the 30th day of July we asked to see Mr. Yard's
books; he said he could not let us see them until Monday. On
Monday morning we were told by Mr. John Yard that his father had
gone to Europe on Saturday previous. About ten days ago I ascer-

0257

tained that Mr. John Ward had gone away suddenly. I sent to his
 office, at Liverpool, Green and Mainland office, but my mes-
 senger was informed that he was out of town, that his informant did
 not know where he was, that he had been gone about ten days and
 would be gone for some days. I have in my possession a letter
 sent to Mr. Charles D. Shaw by Frank D. Shaw, dated at Glarus,
 Switzerland, on the 20th day of November, 1911, in which he says
 that he, Frank D. Shaw, learned that Mr. Ward, Jr., started for
 Paris in great haste on the 9th of November; that on the evening
 of the 12th of November "they got a telegram and skipped as soon
 as they could get money". Mr. Frank Shaw, Mr. Charles Shaw and
 Mrs. Shaw have told me positively that they never had any knowl-
 edge of Mr. Ward, Sr.'s, transactions with Edmund Ward, Jr., and
 Company, or with his transactions with Bogart, and I know that
 none of these parties knew anything of them until after the fail-
 ure of Edmund Ward, Jr., and Company. To the best of my recollec-
 tion Mr. Ward said, after the failure of Ward, Jr., and Company,
 about the 12th or 13th of July, that he could turn over the securi-
 ties of the estate, except the Third Street Railway bonds, which
 he was sorry to say he could not, as these had been pledged for a
 loan to him by Bogart. He admitted that he had done wrong, and
 he said "Here I am and you can do what you want with me".

Sworn to before me, this :
 :
 :
 day of December, 1914. :

present
 On the 9th day of December 1914, Mr. and
 Miss Cary, who personally appeared before
 me and stated that they knew that

0258

Edmund Yard was using money or property
of the late Charles G. Shaw in the firm of
Edmund Yard, Jr. and Company, or that he was
lending the same to said firm.

JRE

Edmund Yard

0259

FRANK D. SHAW,
COUNSELOR AT LAW,
8 AND 10 PINE STREET.

NEW YORK

July 8 1885

Dear Sir,

Will you kindly
let me hear from you
in reply to my note in
Mr. Edmund Yard's mail
sent to you on Monday?
& for which you were
good enough to promise
me an answer by
yesterday. I beg to re-
main Yours Very truly
F. D. Shaw.
Hon. Randolph B. Martine
District Attorney.

0260

FRANK D. SHAW,
COUNSELOR AT LAW,
8 AND 10 PINE STREET.

NEW YORK,

July 6th 5.

Dear Sir:

As by your permission I
again sent Mr. Nicoll, a week since &
he said that he would conduct Yard's
trial before Judge Cowing if the latter
was willing. Judge Cowing this
morning thought that you might per-
haps have your jail cases disposed
of (the more important ones) within
10 days; in which case the Yard
trial might come on next.

Our leading witness is
in wretched health; the continued
strain of these delays is very
trying to others of the people's wit-
nesses all of whom are now here,
but who may not be in the Autumn.

You was indicted upon
your former District Attorney.

The County has spent
nearly \$1000. on his extradition.

He has been out
on bail since March 16. (nearly 4 months)

0261

FRANK D. SHAW,
COUNSELOR AT LAW,
8 AND 10 PINE STREET.

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NEW YORK, 189.....

His case is a prominent one from
every point of view.
Showed his ability to get bail ~~for~~
gave him so valuable delays?
delays bolstered by pretext which
your physicians have pronounced
as untrue? I trust that you
will carefully consider the
facts as referred to, remembering
that throughout all these adverse
verdicts the witnesses for the Peo-
ple have been present and pre-
pared to testify, and that you
will set down this case for trial
immediately after the closing of the
pending trial cases at the latest -
that you will set it down say for
any day from 15th to the 20th July.
Convinced that you will
seek to find a way ^{of} bringing about
this trial before Judge Cowing (or with Worrell)
hoping that you will kindly reply as soon

0262

FRANK D. SHAW,
COUNSELOR AT LAW,
8 AND 10 PINE STREET.

NEW YORK,

188

Re your very many
duties hermit. I remain
Very Respectfully

F. D. Shaw
Counselor
~~at Law~~
S.C. Shaw Esq.

To Hon. Randolph B. Martine
Dist. Atty.

I have been informed that Book
Staves has ^{been} ~~openly~~ ^{tried} ~~tried~~ ^{the} ~~case~~
will not be tried until Fall

Mr Purdy off^d to bet
me, in the Dist Atty's office
1 week ago \$2. that it would
not be tried before the Fall.
Frank D. Shaw

0263

FRANK D. SHAW,
COUNSELOR AT LAW,
8 AND 10 PINE STREET.

NEW YORK

July 9 1885

People's }
vs. }
Edmond Yard. }

Dear Sir: Will you not
kindly & today oblige me
with a reply to my inqui-
ries sent to you on July
6th and to which you
courteously promised an
answer for that day - and
subsequently for yesterday

Regretting that
the circumstances of this matter
obliged me again to intrude
upon your time I am
most urgent request once more
upon your attention I am
Yours truly

To Hon. R. B. Martineau

Dist. Atty

of Frank D. Shaw
Counselor at Law

0264

Letter

from

Shaid

Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the matter of the application for a patent for an improvement in the construction of the shaft of a steam engine. I am sorry to hear that you have been unsuccessful in your application. I have, however, no objection to your making such use of the facts of the case as you may see fit. I am, Sir, very respectfully,
Yours truly,
J. B. Thompson

0265

Edmund Ford

District Attorney's Office.
City & County of
New York.

0266

Sullivan & Cromwell,

ALGERNON S. SULLIVAN.
WM. NELSON CROMWELL.
GEORGE H. SULLIVAN.
ISAAC CARRILLO.

Law Offices

Overal Building, Wall Street,

New York July 20. 1886.

My dear Sir:

The letter mentioned
by you, was delivered at my
office, after I returned
from yours, - yesterday.

The little incident, il-
-lustrates how easily ear-
-ties may make a mis-
-take, mutually, as to what
are the real facts in a case.

I went to you, under
the impression, that, having been
applied to, on behalf of the Yard,
you wished to hear whether the
Complainant urged a trial or
acquiesced in the appeal for a Nol.,
pro. on account of defendant's dementia.
I have sent word to Mr. Goodwin.

Here

R. B. Martine ..

Very truly yours
Algernon S. Sullivan

0267

The People

VS
Edmond Ward

0268

Sullivan & Cromwell,

ALGERNON S. SULLIVAN.
WM. NELSON CROMWELL.
GEORGE H. SULLIVAN.
ISAAC CARRILLO.

Law Offices

Drexel Building, Wall Street,

New York, July 13th 1886.

My dear Sir:

Re - Edmund Yard, - my friends Mr Goodwin & Mr Vanderpool wish me to call on you and state my views as to the propriety of entering a Not. Pros. on the pending indictment against their client above named.

I have promised to do so tomorrow or the day following, if you will kindly let me know by telephone when you can see me.

Our telephone No. is 750. law.

You will remember that I represented the Complainant. The Est. of Charles Shaw.

Hon.

R. B. Martine.

Dist. Atty

Very truly yours,

Algernon S. Sullivan.

0269

The People
vs
Edmund Yarb

DISTRICT ATTORNEY'S OFFICE,

New York, 188

In the Case of
Edmund Yarb. - please send
Counsel word three days ahead.

0270

TO THE CHIEF CLERK.

~~PLEASE SEND ME THE PAPERS IN THE CASE OF~~

PEOPLE

vs.

Yard

*Put this case
on Part 2 on
Tuesday 23^d*

RBH
District Attorney.

(Sample B)

0271

PEOPLE

-vs-

YARD.

MEMORANDUM for Defendant.

Section 671 of the Code of Criminal Procedure provides: "The court may, either of its own motion, or upon the application of the district attorney, and in furtherance of justice, order an action, after indictment, to be dismissed.

The Court's power is absolute: the only condition being that it shall be in furtherance of justice. This case is eminently such an one.

The indictment was found December 9th, 1884. It was for alleged grand larceny of \$10,000 in railroad bonds. Long afterwards recognizing not only the claim mentioned in the indictment but others, the defendant's children paid to the complainants \$33,000 in money upon which they executed a general release of all civil claims. That was in September, 1885, and separate releases were executed by Mrs. Shaw and by each of her two sons.

The circumstances of the alleged offense appear in the papers submitted. See Statement of A. L. Brown.

TORN PAGE

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The case of the prosecution is by no means free from doubt, while under all the circumstances of the transaction, it might fairly be claimed that there was no moral guilt.

But that question need not be dwelt upon; for, it appears by the certificates of Drs. Spitzka and Guernsey made in December, 1887, that the defendant's present malady, senile dementia existed during the whole of 1884, and from Dr. Guernsey's certificate, it would appear that the apparent commencement dated from the time of his wife's death in the Spring of 1883.

The defendant was committed to the Middletown Insane Asylum in October of '85 upon the certificates of Dr. McBride, since deceased, and Dr. Spitzka, where he has since remained. The character of the complaint ~~in~~ ~~xxxxxx~~ naturally suggests its probable existence and increasing development, and to that extent corroborate the conclusion of the later certificates as to Mr. Yard's condition in 1884. That his condition in 1884 was as certified to is not controverted, and there being no moral responsibility, an indictment ought not to have been found, and strengthens the conclusion that there was no moral guilt; and further, in view of the large amount of money paid to and accepted by the complainants, in full satisfaction of all claims and demands whatsoever from the day of the date of these presents."

It is clear, that full justice has been done, so far as the material aspect of the case is concerned to the complainants.. They under seal acknowledged the fullest satisfaction, and their cry for further satisfac-

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tion, if it were made would not be "in furtherance of justice" but for vengeance; and they have no right to use the Court for that purpose.

The complainant's former counsel, Algernon S. Sullivan, since deceased, in March last upon an ~~app~~ application for his endorsement of the present application wrote the letter which is submitted, and ~~the~~ as the Court will recollect the learned District Attorney also stated that he had called upon him personally and expressed himself to the same purport as his letter, and see the affidavit of Mr. Cuning with respect to Mr. Sullivan's willingness to attend before the Court or the District Attorney at any time in the same matter to aid in securing its dismissal.

Mr. Sullivan's judgment upon this matter is entitled to the greatest weight and briefly sums up the case. He recognizes the aid of the defendant, 74, and suggests the impossibility of recovery, which, indeed, the Court will take judicial notice in view of the certificates before it; and he expressly certifies that the aims of justice do not require a conviction, and that the case "is not one which the public could require to be tried". This letter of Mr. Sullivan is of infinitely greater weight than any ~~pass~~ peevish or angry statement of the younger Shaws, and Mr. Parker was so convinced as the result of his sending to Mrs. Shaw that she would have been willing to consent to the granting of this application had not the statement submitted to her implied that the \$33,000, which was paid constituted the whole of her claim against Mr. Yard, and this portion of it being

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an erroneous statement, she did not wish to sign it. This practically leaves the matter with the present application supported by the hearty and willing commendation of Mr. Sullivan and the tacit consent of Mrs. Shaw, who is the true party in the matter against whose judgments the suggestions of the young Shaws should not for a moment weigh.

Mr. Yard now appears to be about 75 years of age, and the certificates show the continued development of an incurable disease senile dementia; and there is no suggestion or can be none that he will ever be in a condition to be tried by the Court, and the sole question would seem to be further that an indictment having once been found, it should, notwithstanding doubts as to the original propriety of it and proof of restitution of the alleged wrong and other extenuating circumstances remain of necessity forever of record against him.

II. This application is in furtherance of justice and should be granted.

The defendants Kinsfolk have proffered and the complainants have accepted and acknowledged satisfaction of all monetary claims against defendant, including the very thing in question in this indictment. This payment was made in September, 1885, more than two years ago after the defendant was committed to the asylum where he has since remained. The equitable claims existing against the defendant have as the District Attorney finds been satisfied to the fullest extent with the power of himself

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or his kin and this without seeking in any measure to affect the present proceeding. The two years and three months that have elapsed since that time is the best token of defendants good faith. During all that time the complainants have, as stated by the District Attorney, never once sought to have the action tried; from which, it is clear, that they took the same view of defendants condition, which is now presented to the Court, and it may further, with entire fairness be regarded that they and his friends regarded the defendant as having done them substantial justice in making the said restitution. If ever there were a case where the age and infirmity of the defendant, the doubt as to the original intent, the clear absence of any intelligent wrongful intent, the swift and self-denying recognition of the Complainants right and the stupendous effort towards do the fullest justice in the power in their hands was made by those representing the defendant -- this is just that case and the application should be, we respectfully submit, granted.

urged the
III. We have not delayed in the prosecution because the action was at first postponed upon his application, but we may refer, at least for this purpose to the long delay during which the complainants kept entire silence and have in no way sought to bring the case to trial will certainly estop any objection by them to be exercised by the court to dismiss this long pending action.

VANDERPOEL, GREEN & CUMING,
Attorneys for Defendant.

0276

United States of America,
State of New York,
County of New York: ss:
I, Charles F. Shaw, of
said city of New York, being duly
sworn, depose and say: that on
the 23rd day of July, 1884, I
appeared as counsel and
agent of the City of New York; that
in the case of John Garretts, the
deceased of said city and State
of New York, I appeared, and
since the 23rd day of July, 1884, I
have been acting as the duly qualified
attorney-in-fact; that I have been
in his said capacity as said attorney
investigating and examining
into the affairs of the estate of
said Charles F. Shaw, deceased, and
particularly in obtaining and
information concerning the same from
one Edmund Lee Wilson, up to
about said 23rd day of July, 1884, acting
as the paid and salaried agent of
said John Garretts, Executive as
aforesaid; that we have demanded
from said Ward any and all
property and any and all evidences
thereof belonging to said estate and
to said John Garretts, Shaw as said Exec-

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which; that deponent had several in-
 terviews with said Ward personally in
 reference thereto from the 15th day of
 May to the 1st day of August, 1884; that
 said Ward informed deponent that
 in place of one hundred and
 thirty thousand Dollars of the prop-
 erty belonging to said Estate with the
 name of Edmund Ward, 57 & 58
 Grand Street New York City, that said
 firm were unable to meet their ob-
 ligations and had on July 15, 1884,
 made an assignment for the benefit
 of their creditors, and that consequently
 to pay Edmund Ward could not return
~~the~~ that amount to said Estate as said
 deponent; said Ward further informed
 deponent that no valid claim was to
 arise on the securities belonging to
 said Estate, except the Bonds of the
 2nd East Railway of New York City, the
 par value of said Bonds, which he, said
 deponent, had taken and pledged as
 security with an E. F. Morgan & Co.
 New York City, for a loan made
 to said 2nd East Railway; that
 deponent on or about the 20th day of
 July, 1884, investigated the facts of
 said loan, and found said Bonds

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in the possession of C. W. Bogart Jr.
 where they had ^{been} placed. He secured a
 copy of same to said Edmund
 and again the prosecution made
 a raid and that the Bonds being
 in the hands of a dependent father
 and that said Bonds have never been
 returned said estate and that there
 were about \$11000; that in talking
 and communicating to said the said Bonds
 said Bonds dated without any authority
 might find that it might need
 something applied the said Bonds
 to the estate and that the Bonds
 were in the hands of said C. W.
 and that ~~the~~ the said estate during
 the past few years from said
 said cash and property in large
 amounts belonging to said estate and
 that there was no said 15 days of say
 that due said estate a balance of over
 one hundred and ^{fifty} thousand
 dollars. That said Edmund had
 had no authority or right whatsoever to
 place said sum or any part thereof with
 said firm, but that in so doing he violated
 the trust reposed in him as the fiduciary
 agent ^{and attorney} of said estate, and applied
 the said cash and property to his own

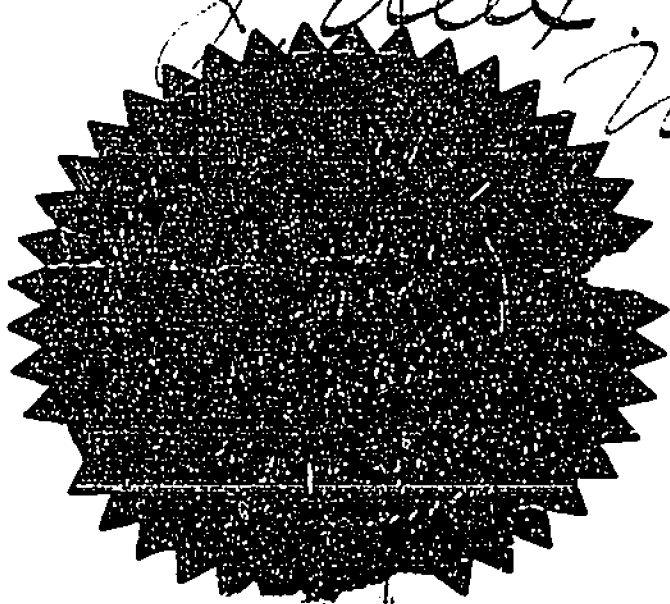
0279

insured the sum of the series of
 Edmund Ward & Co. That on ~~the~~
 or about the 30th day of July, 1884, de-
 fendant demanded of said Edmund Ward
 an inspection of the Books & said Es-
 tate Papers, which inspection
 said Ward refused on the 4th day
 of August, 1884. That defendant
 is married and wife, Maria, said
 Ward left the United States August 21-
 1884, and was a few days ago
 at Clarens, Switzerland. That defen-
 ant has made diligent search for
 said Ward in this State, at New York
 but cannot find him here. That
 said Ward converted the said Bonds
 to his own use, and converted the
 said sum of One hundred and fifty
 five Thousand Dollars to his own use,
 and did embezzle the same and
 each thereof.

Subscribed and sworn to before me this
 10th day of December:
 1884.

Charles J. Shaw

J. Alex. Still
 Notary Public (234),
 New York Co.



[illegible]

0281

into bonds of nearly one and half
 million belonging to defendant as such, agree-
 ments with the firm of - Admired
 and \$200,000 of 1st and 2nd New
 York bonds, and admitted the same
 to be sold to them in to their com-
 mon use, and in excess of that
 in the 15th day of May, 1894, said
 firm was then in a position to
 said transactions said expenses
 in at least the sum of one hundred
 and ~~eighty~~ ^{eighty} five thousand dollars, that
 on said 15th day of May, said firm
 and made no assignment for the
 benefit of their creditors. That on or
 about the 15th day of May, 1894, said
 defendant was applying to his own
 name in Bonds of the N.Y. & N.H. Railway
 Company of New York City (of the
 par value of \$1000 each) belonging to
 said defendant, by depositing them
 as security for advance to him, pursuant
 to an order of the Board of Directors of the
 said company, and that said
 bonds were then returned to defen-
 dant, and their market value is \$1000.
 That said defendant converted the said
 Bonds to his own use, and converted
 the said sum of one hundred and

0282

fifty six thousand dollars to his
own use, and did embezzle the
same and each thereof.

~~Subscribed these bonds
on this 1st day of December 1884~~

Lillie Carr Shaw

Sworn before me this
1st day of Dec. 1884
I, Frank C. Miller
Notary Public
(209)

0203

United States of America, }
State of Nevada, R. }
County of Humboldt - New St., R. }

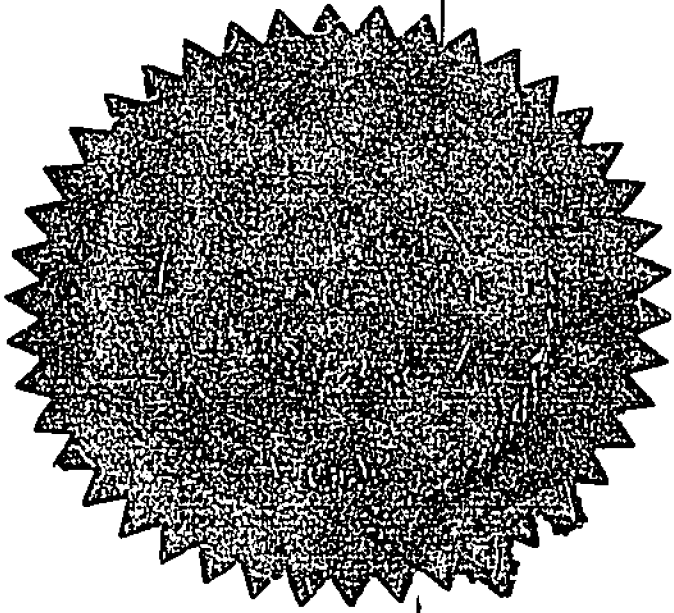
0284

deposited said bond & money etc
properly of said executor.

Orville B. Rogers Jr.

Subscribed & sworn to before
me this December 14/1894 }
at 8. a. m. J. Alex. Stitt,

Notary Public for
New York Co.,
State of New York.



0285

United States of America,
 State of New York,
 County of Suffolk, ss.
 I, the undersigned, Clerk of the said County,
 do hereby certify and attest that
 No. 40 ——— was the
 name of a vessel of the said
 State, which was on the 16th
 day of June, 1861, engaged in a mercan-
 tile business; that for the past
 20 years he has been and now is
 familiar with Brooks's account and
 book, and understands
 the nature of the claims of the
 said deceased man, and that
 he is satisfied that at the request
 of Charles G. Swan, Attorney-at-Law,
 the said deceased man's estate,
 the said account and book of
 Charles G. Swan deceased, between
 the said deceased man and the
 said Charles G. Swan, and the
 said account and book, he made
 a careful and thorough examina-
 tion and inspection at the request of
 the estate of Charles G. Swan deceased,
 left by Edmund Swan.

following facts:

(said facts)

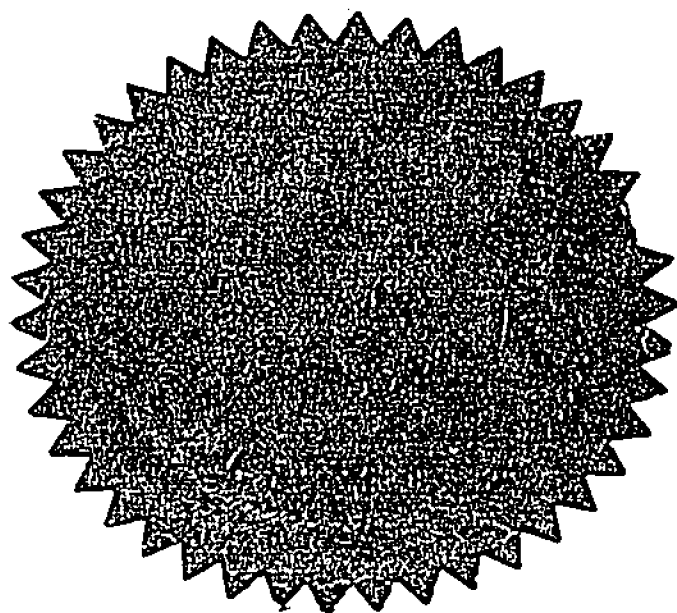
- (1) That there was in his hands at the property and owned by the estate sixty thousand dollars of United States Government ^{bonds} during the duration of his Trust; and that these books show that they should ~~be~~ still stand to the credit of the Estate.
- (2) That the books have been improperly kept, many erasures appearing therein, two pages cut out and missing. On careful examination I find that entries have been made therein that are improper and misleading.
- (3) That the difference between the ^{revenue or income} ~~revenue~~ of the estate and ^{the necessary and} ~~the~~ legitimate expenditures thereof is the sum ^{amount} of two hundred and sixteen thousand seven hundred and fifty six dollars and seventy seven cents exclusive of interest thereon. I find that the books show that ~~that~~ said sum of \$216,756.77 was wasted principally in cash loans to Edmund Card & Company; that Bills receivable purchased by Edmund Card with the funds of the

0287

estate were afterwards turned over to Edmund Gard & Company, who procured discount of or collected the same and converted the proceeds to their own use; and was (4.) That there are other sums of money collected by said Edmund Gard as attorney for said Executrix, that have not been entered to the credit of estate in the Cash Book: to wit: about the sum of eight thousand and seven dollars and thirty two cents.

(5.) Subscribed & sworn to }
before me this 12th Decem. } Albert J. Graeffe,
in 1884. }
J. Alex. Pitt.

Notary Public (234),
New York Co.



State of New York }
City & County of New York ss: }
Charles E. Shaw, being
duly sworn, deposes and says: that he
is the same person who made a prev.

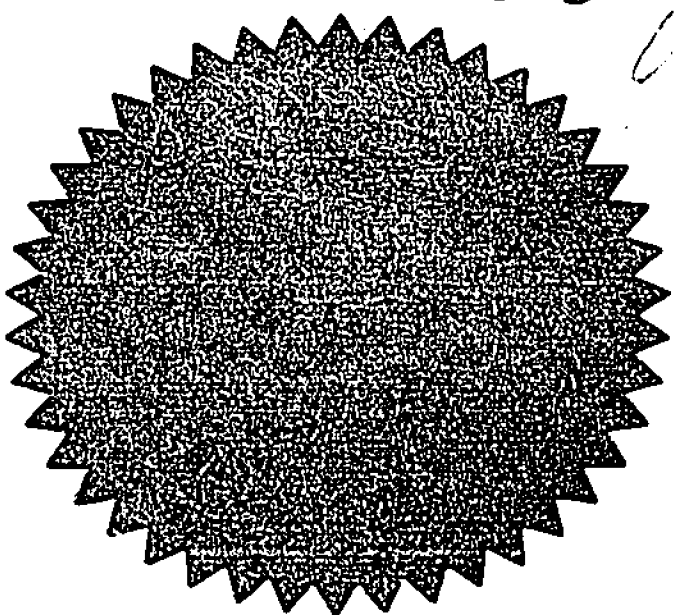
0288

your deposition herein; that he has
read the above affidavit of Albert J.
Trauffer; that the \$6000 of United
States Government Bonds therein referred
to have never come into his possession
as the attorney of said Sallie Leavitt Shaws
Executive; and have never been re-
ceived from or turned over by said
Spaid either to deponent or to said
Executive although deponent has
demanded and all securities from
said Edmund Spaid belonging to the said
Estate of Charles H. Shaws, deceased.
That said Edmund Spaid has con-
verted the said Bonds to his own use.
Subscribed and sworn before
me this December 1st 1884
at 1.30. P.M.

J. Alex. Still.

Notary Public (234),
New York Co.,
State of New York.

Charles J. Shaw

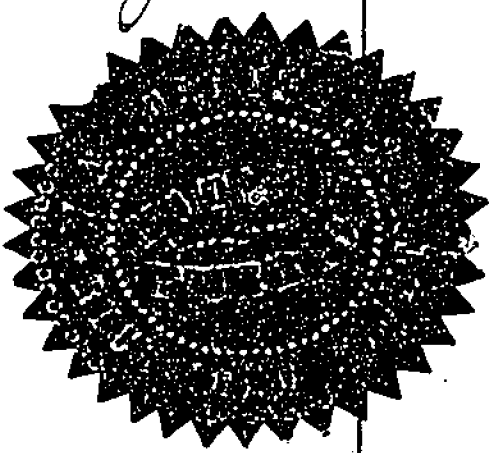


0290

That deponent is informed and truly believes that said Edmund Ward has also converted to his own use at least one hundred and fifty thousand Dollars belonging to said Sallie Kern Shaw as such Executive. That in so doing as aforesaid said Edmund Ward has embezzled said Bonds and said cash to the detriment of his employer and said Executive and that under the laws of the State of New York the crime so committed is subject to infamous punishment. That on said 17th day of July, 1884, said Ward admitted to deponent that he had wrongfully placed cash in large amounts belonging to said Executive with the firm of Edmund Ward & Co..

Witness my hand and seal this December 1st 1884 James Alex. Still
 N. Allen

NOTARY PUBLIC, Richmond County
 City, Filed in N. Y. County.



7049

In the matter

of

Edmunds v. [unclear]

Grace E. Shaw

Grand Juror

of [unclear] Ct

Sally Ann Shaw

"Bundling"

30th St. [unclear] 5th Ave

O. W. Boaght

N. E. Con. [unclear]

Gen. O. Smith

of [unclear] Ct

over [unclear]

to [unclear]

DEC
20
1904

0292

March 16th 1887.

Drexel Building

Dear Mr. Cumming,

Ever since you spoke to me about the case of Mr. Yand - your client and old friend - now become a broken down man - in a state of senile dementia, I have intended to write to you my views, as you suggested, so that if you chose you could submit them to the Honorable District Attorney, when you submit your motion to his consideration.

I now do so briefly. They are in substance what I said verbally to Mr. Martine last Fall.

0293

In my opinion the ends of public justice do not now require the conviction of Edmund Yard.

His present mental condition - as represented to me - would prevent even his being put on trial.

Under such circumstances the case comes to this - is there a chance of recovery?

At the age of 74, which I am told is his age, I doubt the possibility of his getting any better.

I prosecuted Mr Yard very vigorously at one time - but I have no heart to do so now.

0294

The District Attorney
has been assured by me
that the People's witnesses
are ready and free at any
time to appear in the case,
when he shall call them
- but that I thought he
would find the case not
to be one which the public
good required to be tried:

Very truly yours,
Algernon S. Sullivan
3. Broad St.

James R. Canning, Esq.

0295

526. - Sept 10. New York
March 20. 1857

I hereby certify that
I have examined Mr.
Edmund Gard now
confined in the Insane
Asylum at Middletown.
And that in my judg-
ment there are indica-
tions of mental weakness
as evinced by loss of
Memory, indifference to his
Surroundings, Apathy,
Sleeplessness and inability

0296

to protrude the Tongue ⁸⁵⁷
Straight; and in the
Records of his case made
by the attending Physician
and during his eight
months confinement I
found evidence of sym-
ptoms indicating a
gradual failure of
Muscle power with the
loss of feeling and
movement.

Edw. Henry Martin M.D.

0297

New York March 30th 87
52 C. Fifth av

I hereby certify that I am
a Trustee of the State Homeopathic
Asylum for the Insane Middlesex
New York, and Chairman of the
House Committee, and that I
have seen and conversed
with Mr Edmund Gard at each
of my quarterly visits since his
admission. In my judgment there
has been no improvement in
the yards condition, on the
contrary a gradual failure
of his mental powers. I look
for no improvement in the
future

Egbert Gurnsey M.D.

0298

Office of the
 State Homoeopathic Asylum for Insane.
 Selden H. Talcott,
 Medical Superintendent.

Middletown, N. Y., Oct 21st 1886

To whom it may concern: I hereby certify that Mr. Edmund Yard, of Freeville, was duly admitted to this institution on the twelfth day of October, 1885.

According to the certificates made by J. A. The Bride M.D. and E. C. Spitzka M.D. (which certificates were approved by a Justice of the Supreme Court of New York) it appears, respectively, that he was suffering with "senile dementia", and "senile involution of ~~the~~ the nervous system to a pathological degree." The former is shorter than the latter, but is, eventually, just as fatal.

Since Mr. Yard's admission, he has been under my care and observation regularly; and in my judgment there has been no material change in his mental condition except a very gradual weakening of the mental powers. Considering his age, and all the symptoms in Mr. Yard's case, I am of the opinion that no reasonable hope of his final restoration to mental soundness can be entertained.

The above described condition continues to exist to date.
 March 29th 1887.

Selden H. Talcott, Supr.

Selden H. Talcott, M.D.
 Medical Superintendent.

0299

NY Court of General Sessions

The People

Edmund Yard

Take notice that on Friday
the 23^d day of December 1887
at the opening of the Court we
will apply to the Hon Fredk
Smith, Recorder, in Part I of
the said Court for a dismissal
of the indictment herein for
lack of prosecution and such
other grounds as may then
and there appear.

New York Dec 16th 1887

Wendell Green Fleming
Atty. for Deft

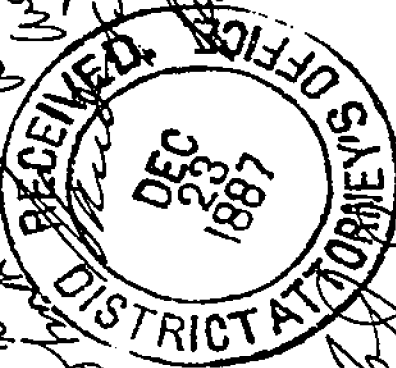
0300

My Kenselem

People

Good Yards

Notice of Probate
Court of the County of
San Diego, California
In the matter of the
Estate of John Doe
Deceased
I, the undersigned,
Judge of the said Court,
do hereby certify that
the within and foregoing
is a true and correct
copy of the original
filed in my office
this 23rd day of
December, 1887.



W. H. Martin Esq
Notary

People ()
Yard ()

Under § 671 the Court has the power
 on its own motion, or on the consent
 of the District Attorney to dismiss -
 'in furtherance of justice'

This is that case.

The defendant is 75 years of age -
 Has been suffering from senile dementia
 since his wife's death in 1853

(Lipman's Dec 1887 Case)

Has suffering from it in 1881 when the
 alleged offense was committed.

Has been, under commitment, made in
 1885 on writ of H^{on} McBride & Spitzke
 Engineer in Middlebury Lunatic Asylum
 for more than two years

There is no hope of his recovery; and
 no thought that he will ever be tried.

might have been placed as executor
 Notwithstanding his condition, his children
 to save his honor mortgaged their
 inheritance - (not derived in any
 part from him) to raise \$33,000.
 and paid it to complainants.

0302

As for the complainant,
accepted of him release him from
all claims and demands "from the
beginning of the world to the date
of these presents,"

see the three General Releases.

This payment was made without
other condition than the release
of the civil claims against him.
(In making ~~their~~ ^{their} payment ^{cond} ~~stated~~
by the business ^{cond} ~~holders~~ ^{holders} he also
preferred the complainant.)

The late attorney general, the Comptroller
connected warmly and earnestly set
forth his sympathy with Mr. Yancey
and his conviction that the case is
not one for a trial or further prosecu-
tion. (see his letter of 1889, March)

The case is not free from doubt -

(See the affidavits & papers submitted
on extradition question, to
last Act.)

Ample restitution has been made
nearly three times the amount
apparently in controversy

0303

in the action - (tho' the fact is that Mayard's civil liability, ^{largely} extends beyond the Rensselaer question in the indictment.) Still the fact remains that the Compt. have accepted \$33,000 and acknowledge satisfaction of all demands.

The Court would not in a case of alleged breach of trust, where the breach has been covered by resolution, and the fullest General Release given, permit a complainant to set up the discharged liability, arising from what it might, as the basis of a new criminal action. One on the settlement and release being shown would rightly dismiss the case.

And where, as here, the acceptance was after the indictment instead of before, the principle does not differ, but the breach being condoned in its civil aspect, ought not to be kept in life to inflict punishment only, where justice has been done already by resolution.

This applies especially to a case like this where there is no suggestion of a vicious intent; and in the deft. condition could be none - (not given responsibility.)

0304

one where the Court is satisfied
that the resolution was made in
all honesty and good faith - ~~for~~
honesty and good faith which in
this case are emphasized by the
largeness of the amount (\$53,000)
by the source from which it came -
the defendants, Kennedy and children -
and ^{of} the 7.8 months confinement
in the Aunahue asylum which
has elapsed since it was made -

There has been no unseemly haste
to ask the favor of the Court. We
have waited the hand of God ~~to~~
as to this old man, until it is sure
that he cannot recover: and now having
poured out all the money in resolution
that was within our power. ~~being satisfied~~
~~that he~~ having taken from complaint
the fullest Release of all civil claims;
having sworn direct as to the crime, and
certainly as to depth of responsibility - we
ask that a case, which the Comptroller have
not ^{or moved on} moved ^{for} 2 1/2 years, and in which the
public has no interest to be disposed by a
trial (see Sullivan's letter) shall be

0305

"furtherance of her" and that
in the best sense, be dismissed.

Midkey, 10. Apr. 1881

Heming

0306

People

2027

him for help

11/2/20

1. 10/10/10

0307

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-----X
T h o P e o p l e
vs.
Y a r d.
-----X

Smyth, Recorder:

Application on behalf of the defendant was made to Hon. H. B. Martine, late District Attorney of this County, requesting him to apply under Section 671 of the Code of ~~Civil~~ ^{General} Procedure for an order dismissing this action. He referred the matter to A. D. Parker, Esq., one of his assistants for examination and report to him.

Mr. Parker made such examination and submitted his report to the District Attorney who adopted the recommendation of his assistant and declined to move the Court to dismiss the action. He, however, submitted the matter to me for such action as I might be of opinion should be had under the circumstances of the case as it is presented by the report of Mr. Parker.

The matter is now before me, pursuant to Section 671 of Chap. 2 of the Code of Civil Procedure.

This Section is as follows:

"The Court may either of its own motion, or upon the application of the District Attorney, and in furtherance of Justice, order an action after indictment to be dismissed"

The power given to the Court by this Section of the Statute, did not exist prior to the adoption of the Code of ~~Civil~~ ^{General} Procedure and should only be exercised in a very

0308

clear case, and in furtherance of Justice, and especially so when the Court is asked to act of its own motion.

The defendant was indicted for the crime of Grand Larceny in the first Degree. The indictment was presented by the Grand Jury at the ^{December} ~~October~~ Term, 1884, of this Court, and the defendant was arraigned thereon at the following May Term, and pleaded not guilty.

The issue joined by this plea has not been tried for the reason that the defendant is now and has been since his arraignment of unsound mind, and is now in an insane asylum, to which he was committed by a Justice of the Supreme Court.

I have examined with great care the very able report of Mr. Parker above referred to and the papers submitted to him upon which it is based. I concur in the statement of the facts and the conclusions arrived at by him.

In the recommendation of Mr. Parker that the application to the District Attorney should be refused, I do not concur.

My reasons therefor are as follows:

The charge against the defendant was the larceny of certain railway bonds belonging to the estate of a deceased person, which, with other property belonging to the same estate, came to the possession of the defendant as the agent or attorney in fact of the executrix of said estate.

As such agent or attorney in fact it became the duty of the defendant to deal with this property in the manner authorized by the executrix. He, however, in violation of the duty he owed to his principal from time to

0309

time loaned the money of the estate to a firm, of which firm his sons were members, and he hypothecated the above mentioned railway bonds as security for a loan of \$9,000., made to him personally. The check representing the loan was endorsed by him to and received by said firm, and the proceeds went to its use.

This firm subsequently failed and made a General Assignment of its property in which the estate was a preferred creditor.

Upon investigation of the books of the firm it was ascertained that the defendant had made loans of money belonging to the estate amounting to about \$155,000. exclusive of the \$9,000., the proceeds of the loan made to him upon the railway bonds.

An action was commenced by the representatives of the estate against the firm and a judgment was recovered for the above mentioned amount of \$155,000., upon which one or more dividends were paid by the assignee amounting to about \$91,000. A dividend of sixty-five per cent. was also paid upon the amount realized by the hypothecation of the bonds, the subject of the larceny.

It further appears that the assets of the insolvent firm being insufficient to discharge the whole indebtedness to Mr. Shaw's estate, the defendant's children, for the purpose of redeeming, if possible to do so, the reputation of their father, ~~the defendant~~, from the reproach which his injudicious ^{and} criminal misappropriation of the funds of the estate of Mr. Shaw for their benefit had brought upon him, mortgaged certain property derived by them from their mother's estate

03 10

for \$33,000. which sum was also paid to the representatives of the estate of Mr. Shaw, and, in consideration of this last mentioned ~~assignment~~ ^{payment} the representatives of Mr. Shaw's estate executed to the defendant a General Release ^{is}.

Restitution to the fullest extent of the defendant's and his family's ability has therefore been made, and while restitution is not a defense to a criminal prosecution, it, together with the fact of the previous good character of the defendant, his advanced age and the other unfortunate circumstances referred to in Mr. Parker's report, might very properly be urged in mitigation of punishment, if a conviction was had, and in this case, in my opinion, would justify a suspension of judgment.

But in this case the weight of the medical evidence presented to the District Attorney, and which is set forth in Mr. Parker's report, convinces me that a trial of this indictment cannot and should not be had, and that the interests of public justice do not require the further prosecution of the defendant.

He is over seventy years of age, the inmate of an asylum for the care of insane persons suffering from senile dementia, from which disease, at his advanced age, he is not likely to recover or be in such mental condition as would justify the public prosecutor in placing him upon trial. The Statute declares that a person cannot be tried, sentenced to any punishment or punished for a crime while he is in a state of lunacy or insanity so as to be unable to understand the proceedings or make his defence. . . This appears to be the condition of the defendant at the present

0311

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time.

In this case satisfaction for the wrongs done to the complainants has been acknowledged, and they have discharged the defendant from all further liability to them.

The law does not seek vengeance upon the wrongdoer: Its object is rather to punish, and by so doing to deter others from the commission of criminal offences.

In this case the defendant did not seek to palliate the offence committed by him: On the contrary, all the restitution which could be made by or in his behalf for the wrong done has been made and accepted, and this application is made to me based upon that fact, and also upon the defendant's good character which, up to his present misfortune, has never been questioned, his great age and his present mental and bodily condition. The late Algernon S. Sullivan who, previous to his decease, was the counsel representing the complainants, in a letter written by him to one of the defendant's counsel, which letter is referred to in the report of Mr. Parker, says: "I have intended "to write you my views as you suggested, so that if you "choose you might submit them to the District Attorney when "you submit your motion to his consideration. I now do "so briefly. They are in substance what I said verbally "to Mr. Martine last Fall. In my opinion the ends of public justice do not now require the conviction of Edmund "Yard.

"His present mental condition as represented to me "would prevent even his being put on trial. Under such "circumstances the case comes to this: Is there a chance

03 12

I

"of recovery? At the age of 74, which I am told is his age, I doubt the possibility of his getting any better. "I prosecuted Mr. Yard very vigorously at one time, but "I have not the heart to do so now."

I fully concur in the views expressed by Mr. Sullivan.

Under all the circumstances of this case, I am forced to the conclusion that the ends of justice do not require the further prosecution of the defendant, and that *the* action should be dismissed, pursuant to the provisions of Section 671 of the Code of Civil Procedure.

Let an order be entered in conformity with the foregoing views.

0313

The Cooper

Edm^d Yard.

Opinion

Jan Feb 15. 1888

03 14

COURT OF GENERAL SESSIONS.

THE PEOPLE
--vs.--
EDMUND YARD.
GRAND LARCENY.

The defendant herein has stood indicted since the 9th. day of December, 1884, for the larceny of ten bonds of the 23d. Street Railway of New York City of the par value of \$100. each, and the property of the Estate of Charles G. Shaw, deceased.

Said larceny is alleged to have been committed during the month of July, 1884. Subsequent to its discovery defendant fled to England whence he was extradited by process of extradition. He plead not guilty to the indictment upon the 19th of May, 1885, and has ever since been under bail awaiting trial upon the indictment.

There being reason to suppose that his mental condition subsequent to his arraignment was not such as to justify his trial, he was upon June, 13th, 1885, examined in that regard by Dr. E. A. McDonald, Medical Superintendent of the New York City Asylum for the Insane at Wards Island and declared by him to be, in his judgment, sane. He was, however, about the 10th day of October subsequent examined by Doctors Thomas Alexander McBride and Edward Charles Spitzka, Commissioners in Lunacy, under Chapter 446 of the Laws of 1874, and declared by them to be of unsound mind and a proper person for care and treatment under the

03 15

provisions of said Statute; and in pursuance of such reports he was, upon the 12th day of said October, committed to the State Homeopathic Asylum for the Insane at Middletown, for treatment, where he has ever since remained.

Application is now made on his behalf for a dismissal of the indictment, and the case upon such application is referred to me for examination and report. The alleged larceny was committed by Yard while acting in the capacity of Fiduciary Agent, hired and salaried as such, of Sallie Carr Shaw, executrix of the last Will and Testament of Charles G. Shaw, deceased, he having exercised that function on her behalf from about the 10th day of June, 1875, to the 22nd day of July, 1884, and being in that capacity vested with the control of the estate and the receipt and disbursement of all moneys on behalf of the Executrix.

The specific form of the larceny upon which the indictment is based was the pledging of the bonds above mentioned, the property of the estate, to one O. M. Bogart, of this City, as collateral security for a personal loan of \$9,000 from said Bogart to defendant.

The commission of the larceny was admitted by Yard. Investigations of his accounts disclosed a deficit of some \$155,000. It was alleged on the part of the complainant, and not denied by the defendant, that this sum had been unauthorizedly loaned by him, from the funds of the estate, to the firm of Edmund Yard, Jr. & Co., in which defendant's sons, Edmund and William W. Yard, were partners.

In as much as the conversion of trust property, in which this crime consists, is not denied on the defendant's part, I have upon this inquiry directed my attention most

03 16

particularly to the following points:-

The mental condition of the defendant at and since the time of the commission of his alleged larcenies.

The probability of an improvement of his condition to such an extent as to render possible his trial.

The pecuniary condition in which the estate of Charles G. Shaw has been left by defendant's breaches of trust; and

The disposition and inclination of those who have been the principal sufferers by his irregularities.

As to the first and second points, there have been submitted to me the following certificates, all of which, together with those hereinbefore alluded to, are hereto annexed:

Under date of Oct. 21st, 1886, Doctor Selden H. Talcott, Medical Superintendent of the Middletown Asylum in which the defendant has for over two years past been confined, declares as follows:

"According to the certificates made by T. A. McBride, M. D., and E. C. Spitzka, M. D., which certificates were approved by a Justice of the Supreme Court, it appears respectively that he was suffering with Senile Dementia and Senile Involution of the nervous system to a pathological degree. The former is shorter than the latter, but is eventually just as fatal.

03 17

"Since Mr. Yard's admission he has been under my care and observation regularly, and in my judgment there has been no material change in his mental condition, except a very gradual weakening of the mental powers. Considering his age and all the symptoms in Mr. Yard's case, I am of the opinion that no reasonable hope of his final restoration to mental soundness can be entertained."

This certificate of Doctor Talcott's is supplemented by a further one of March 29th, 1887, stating that the above-described condition continues to exist to date. Under date of March 30, 1887, Doctor Egbert Guernsey Rankin, of 526 5th Avenue, in this City, certifies, upon examination of the defendant and with a detailed statement of his symptoms, that there are indications of mental weakness on his part, and "a gradual failure of mental power, with no prospect of future improvement."

Under the same date Doctor Egbert Guernsey, ~~Rankin~~ of this City, certifies that in his judgment "there has been no improvement in Mr. Yard's condition, but on the contrary a gradual failure of his mental powers. I look for no improvement in the future."

Under date of December 19th, Doctor Guernsey certifies as follows:

"From my knowledge of Mr. Edmund Yard's physical and mental condition in the year 1884, I am satisfied that he was during the whole of that year, suffering from the earlier forms of dementia, extending back to the time of his wife's death, in the spring of 1883, which had more

03 18

fully developed in October 1885, when on the certificate of Doctors Spitzka and McBride of his Senile Dementia he was committed to the Middletown Asylum of the Insane by Justice Donohue of the Supreme Court."

Upon the same date Doctor Chas. Spitzka certifies as follows:

"I certified to the Senile Dementia of Mr Edmund Yard in October 1885, In that certificate Doctor McBride, since deceased, united, and upon the certificate, he was by Judge Donohue ordered committed to the Homeopathic Asylum for the Insane at Middletown.

"From my examination, then made, I am satisfied that Mr Yard's then condition had begun long before, and that he was in substantially the same state during the whole of the year 1884."

The last two certificates were obtained by defendant's counsel, ^mfrom James R. Cuming, upon my suggestion, with a view to ascertaining whether the dementia of the defendant ran back to the time of the commission of his crime.

The defendant is a man over seventy years of age. He has for some 25 years past lived the life of a retired merchant. In the Spring of 1883, he lost his wife, a circumstance which, it appears, from affidavits submitted upon this application, and quite naturally for one of his advanced years, caused him considerable and lasting grief. Shortly after his sons, whom he had some fifteen years before placed in business, and to whom he had loaned considerable money, began to be hampered by business difficulties

03 19

which, despite all efforts on their and his part, became insurmountable by them, and culminated in their failure and assignment upon the 15th. of July, 1884, which involved not only themselves, but defendant, in ruin. He was at the same time burdened with a family scandal, his youngest son having married a very disreputable woman. All these troubles, bearing in upon an aged man, can readily be conceived to have shaken his mental structure radically and beyond repair. That this is the case appears to be the testimony of every certificate, except that of Doctor McDonald, which was made very shortly after defendant's extradition; and at a time when the manifestations of a slow mental degeneration, such as that with which the defendant is declared to be afflicted, would not, naturally, have become so palpable as at a later date.

Without speaking decisively of the evidence in regard to defendant's mental condition at the time of the commission of the larceny charged, it is safe to say that if medical testimony be worthy of belief, there is little probability of his recovering, during the few years yet given him to live, sufficient to justify his trial upon this indictment.

As to the third point, namely, the position in which the pecuniary interests of the estate stand at present by reason of the defendant's wrongful acts, it appears from the papers upon this application that all the moneys alleged to have been converted by defendant were loaned by him to the above mentioned firm of Edmund Yard, Jr. & Co. Subsequent to the suspension and assignment of that firm

0320

suit was brought by the executrix against its members, demanding judgment for \$155,548.50, principal and interest of the claim. Judgment was offered by the defendant for the sum demanded in the complaint, with costs and disbursements, and the offer was accepted. This appears to me to fix, for the purposes of this consideration, the measure of damage suffered by the estate.

The assignment of the firm of Edmund Yard, & Co. gave preference, first, to Heyman and Alexander of Nottingham, England, for \$350,000. and ^{next} ~~notes~~ to the estate of Charles G. Shaw, deceased, or Sallie Carr Shaw, executrix, for any indebtedness or liability of the assignors for or by reason of moneys borrowed or collected or received for, from or on account of the said estate, or their liability, if any, to said estate accrued or arising in any other form or manner; then the sum of \$9,000 to O. M. Bogart, Jr. for moneys borrowed from said Bogart together with interest thereon, the par value of the bonds above mentioned held by Bogart as collateral for such loan to be returned to the owner thereof when released from their specific pledge.

Under said assignment and its preferences the estate received at first \$91,000 by way of dividend, as is evidenced by the receipt of Frank D. Shaw, Attorney of Record, and Charles G. Shaw, Attorney in fact for the executrix of said estate. Said receipt reads as follows: "Having received from you, as assignors, the sum of \$91,000 by way of dividends, we hereby direct you to pay the dividends hereafter declared to Messrs. Heyman & Alexander,

0321

exclusive of the amounts which they have directed you to pay us, until the total amount received by Heyman & Alexander shall in the aggregate equal the sum of \$232,464.64, to which time all amounts received by you as such assignors shall be divided pro rata among first preferred creditors." There was subsequently paid by the assignors \$5,850. being 65 per cent of the \$9,000 due as dividends on the 23rd. Street Railway Bonds, this payment being evidenced by a similar receipt. The indebtedness was also discharged and the stock notes of defendant for \$9,000 assigned by him to the estate.

Thus far the assets of the firm had gone to discharge the indebtedness created by the defendant to the estate of Shaw. Those assets, however, proving insufficient to satisfy the claims of preferred creditors, the children of the defendant, anxious to redeem their father's reputation from the reproach which his irregularities, perpetrated for their sake, had brought upon him, determined to make good the deficiency by whatever means were within their power. With this end in view they mortgaged for years to come the inheritance they had derived from their mother's estate--an estate, as I am informed by the affidavit of Mr. James R. Cuming, the defendant's Attorney, entirely separate and distinct from their father's business, and which had come to their mother from her own kin. From this uncalled for and meritorious sacrifice the sum of \$33,000 was obtained, which was paid by them on behalf of defendant to discharge his indebtedness to the Shaw Estate. In consideration of that payment separate general releases were, upon the 9th. of September, 1885, executed

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by Sallie Carr Shaw, Executrix of the estate, Frank D. Shaw, her Attorney of Record, and Charles G. Shaw, her attorney, in fact and as beneficiaries under the will, to the defendant. Copies of those releases, in full discharge of all indebtedness of the defendant to the estate are hereto annexed.

It would appear from these documents that pecuniary restitution has been made to the fullest extent. There appears, indeed, to be some little dispute concerning the interest upon the loans to the firm of Edmund Yard, Jr. & Co., between the representatives of the assignors and the estate. On the one hand it is alleged by the assignors that the estate, in their accounts upon the books of Edmund Yard, Jr. & Co., which run back as far as 1875, or 1876, had been credited with legal interest up to 1882; while on the other hand, in the final balance for which judgment was offered and taken, interest for the years prior to 1882, was included. This is, however, of but trivial account compared with the large restitution that has been made, and we are relieved from its consideration by the general release which waives it as of no weight, and expresses satisfaction with the defendant's course.

I have ascertained also the present feeling toward the defendant by those representing the estate.

Among the papers submitted upon this application is a letter under date of March 16, 1887 from the late Algeron S. Sullivan, the Attorney for the Executrix as Complainant on this indictment, to Mr. Cuming, attorney for the defendant, which contains the following language:

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"Ever since you spoke to me about the case of Mr Yard, your client and old friend,--now become a broken down man-- in a state of Senile Dementia, I have intended to write to you my views as you suggested, so that if you choose you might submit them to the Honorable District Attorney when you submit your motion to his consideration. I now do so briefly. They are, in substance, what I said verbally to Mr Martine last fall. In my opinion the ends of public justice do not now require the conviction of Edmund Yard. His present mental condition as represented to me, would prevent even his being put on trial. Under such circumstances the case comes to this-- Is there a chance of recovery? At the age of seventy-four, which I am told is his age, I doubt the possibility of his getting any better. I prosecuted Mr Yard very vigorously at one time, but I have no heart to do so now. The District Attorney has been assured by me that the people's witnesses are ready and free at any time to appear in the cases when he shall call them, but that I thought he would find the case not to be one which the public good required to be tried".

You have yourself verbally informed me that Mr Sullivan expressed himself to you during his life, as entertaining the views set forth in this communication.

As to the ^{affiants} ~~affiant~~ parties through whose testimony the indictment was obtained, I find them absolutely unwilling to give any expression of consent to a termination of the criminal action by dismissal. One of them, Mr Frank D. Shaw, declares to me that although the civil liability of the defendant is indeed, by law, through the gen-

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eral releases above referred to, discharged, yet the estate is still, as matter of fact, a sufferer by several hundred thousand dollars through his defalcations; that the releases were given through a feeling of compassion entertained by the executrix for the defendant, and the supposition that restitution had, as far as possible on his part, been made; and that neither she nor her sons will become in any sense parties to the abandonment of criminal proceedings against one whose crimes have cast their estate into comparative ruin.

It thus appears that of all the arguments usually ~~waived~~ upon considerations of this kind this last is decidedly hostile to the granting of the application urged.

Despite my belief that the defendant's mental condition, at the time of the commission of his crime, was not that of a vigorous man, and that restitution to the fullest limit in his power, or the power of his family, has been made, I cannot, in view of the statements made to me by the representatives of the estate, and the spirit and disposition which those statements manifest, bring myself to recommend the granting of this application.

The District Attorney may, it is true, upon the consideration of any question of this nature, totally disregard the feeling, spirit or inclination of the prosecutor; and he will the more readily assume this course where the commission of the crime itself and the presence of criminal intent are at all in question. But here neither of those elements present themselves. The commission of the crime is admitted, and although it was perpetrated not in a spir-

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it of wantonness, but under the pressure perhaps of severe exigencies upon the defendant, and the pecuniary interest of his family, and although more favorable circumstances supervening in his affairs might have been followed by immediate restitution to the estate, yet all these particulars, in my opinion, constitute a distinction without a difference. The breach of trust was not only of a peculiarly grave character, but of great extent. It caused irreparable damage to a considerable estate. The defendant, upon the discovery of his crime, fled surreptitiously beyond the jurisdiction, and a long and expensive process of extradition was necessary to bring him again within the power of the tribunals to which he was amenable.

It is my opinion that the defendant will probably die either the inmate of some institution for the insane, or else the object of continual nursing and care..

I am somewhat familiar with the course of that peculiar form of mental malady to which he appears subject, and I believe that under any circumstances ^{his end} ~~he then~~ will be the same, and that he will finish his days a subject to its influence. If he recover he can be tried, and if there be ground for acquittal his vindication is complete; but if my supposition be correct the only end attained by the dismissal of this indictment will be the removal from him of the stigma of indictment.

This mere consideration, upon the one side, cannot out-balance ^{the} much greater interests of public justice upon the other. The progress of time may alter the ^{Constitution} ~~stringent~~ elements upon which my opinion is based, supply new arguments, or destroy the weight of those now urged, but until

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that change be introduced, I am constrained, despite my
sympathy for the defendant, to recommend that his applica-
tion be denied.

Dec 23/87.

W.D. Barker

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COURT OF GENERAL SESSIONS.

THE PEOPLE

VS.

EDMUND YARD.

REPORT.

*Admitted
Dec 23/87
Dec 23/87*

0328

COURT OF GENERAL SESSIONS.

-----X
The People :

- vs. - :

Yard. :
-----X

City and County of New-York, SS.:

Augustus L. Brown, being duly sworn, deposes and says:
I am the brother-in-law of Mr. Yard; I am intimate with him and largely acquainted with his business affairs; Mr. Yard has been a retired merchant probably for twenty five years, and lived here in the City of New-York, and perhaps about fifteen years ago he put his sons in business, and, as I believe, loaned them a large amount of money to go in business with. As I understand, and I have seen the papers, Mr. Yard was entreated by the Shaw family, by reason of the inability of Mrs. Shaw to manage her husband's estate, to take charge of the matters and manage them for her, and he did so, and I have seen the regular written power of attorney under which he acted for her and which authorized him to go on and act for her. I have frequently met the Shaws, mother and sons, and I knew distinctly of the relations between them and Mr. Yard. I have heard them speak of their relations, and I have heard them speak of the confidence they had in him. About a year ago, or a little more, Mr. Yard, who is an old man over seventy, lost his wife, who was my wife's sister, which seemed to worry him very much. That was followed subsequently by the failure of his sons, Edmund Yard, Jr., and Company, carrying down with them all his property and leaving him largely indebted for endorsements for them. As regards this particular transaction of the

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ten thousand dollars' worth of bonds of the 23rd. street railroad, on which he borrowed \$9,000 of O. M. Bogart, Jr., and Company, I don't know of my own knowledge although I can produce the evidence of it that that money was borrowed by the firm of Edmund Vard, Jr., and Company upon the hypothecation of those bonds with O. M. Bogart, Jr., and Company. But I come down to the fact to show the course of this transaction. At the time when the loan became due Mr. Vard applied to me; he said that the failure of his sons had distressed him and worried him and he asked me to help him, and he said he wanted me to take up the loan from Bogart and hold it until he could pay it. This was the day it was represented to me that the loan made by Bogart became due. I was applied to to take it up. I said I would see. I went to my bankers, Messrs. William and John O'Brien, and I arranged with them, and I am able to produce the evidence that I did arrange with that firm, to take this loan and hold it until I could arrange for the payment of it; and I returned to Mr. Vanderpoel's office, where Mr. Shaw and Mr. Stitt were, and I said "I am ready to take that loan and hold it". They had a consultation between them - Mr. Shaw and Mr. Stitt, and they said they would go out and see. I said I would come back presently. I returned and I was notified that they preferred not to do it, that they preferred to take the loan themselves; and so far as that is concerned that is all I can say upon the subject, except that the amount was preferred in the assignment of Edmund Vard, Jr., and Company, Shaw taking an assignment of the loan from Bogart and Company, and has received sixty five per cent of the amount in cash from Herman W. Vanderpoel, one of the assignees, and the rest is to be produced. That I have been notified of by one of

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by one of the assignees to-day. In regard to his leaving the City of New-York I wish to say that I know all about it. Mr. Yard had the accumulating misfortunes from the loss of his wife, the failure of his sons and the loss of his property, his own great liabilities which he could not immediately pay, and following upon that, in the midst of that, was a terrible family social difficulty in relation to his youngest son's having married a very disreputable woman, and that came right on the top of all and seemed to break the old man thoroughly down, and he seemed to be losing his mind and could not remember, and his family were exceedingly distressed. His daughter told me they consulted his family physician, Dr. Upham, of Yonkers, who advised he should be taken away. He sailed in the steamer called the Westernland, which went to Antwerp. His family and a number of his friends accompanied him to the steamer. He consulted his physician as to his going, and he talked with Mr. Vanderpoel about his affairs, and Mr. Vanderpoel thought it best to have him go away and have his mind relieved, and in company with his daughter of about twenty five years of age he went across the ocean and has been living quietly and retired, getting better in health, on the lake near Clarens, until lately. His son who has had to take charge of his affairs in business had occasion to see him upon business and I advised he should go and see him, and I telegraphed that the father and daughter should go nearer where his son could meet him and come to Boulogne rather than have him go two days' journey beyond. He came and met his son John. I telegraphed to him, as near as I can recollect, about the 5th of November, 1884. Mr. Yard has been living there openly at the hotel Deveau, at Boulogne

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with his daughter, for a month. I am told that he was rushing through from Switzerland to go to England. That is a positive falsehood. I can produce letters received at my house from Mr. Yard in Bologna. I am informed as follows: That the Shaw estate was preferred in the Yard, Jr., & Co's. assignment for their indebtedness, and that after the assignment Shaw brought a suit for the amount of the claim and an offer of judgment was made by Yard, Jr. & Co., and the offer accepted and judgment entered thereon and sixty five per cent. of the judgment paid by the assignee, amounting to between \$90,000 and \$100,000, as I am informed. It has always been my understanding, although I can't state it of my own knowledge, that the deposit of the funds of the Shaw estate with Yard, Jr. & Co. was known to the Shaws and that they reaped larger interest thereby, and that the Shaws, when they wanted money, from time to time were accustomed to get it in the form of checks from Yard, Jr. & Co. In reference to Mr. Stitt's statement read over to me, I desire to state this: That my suggestion was that the doing of my part of the transfer of the claim to Messrs. O'Brien through me should be with the consent and knowledge of Mr. Shaw, but that no reference was made, nor was there any idea in my mind, or any remark made, that this involved a confirmation of the previous doings between Yard and Bogart; that that never came into my mind.

Sworn to before me, this :
day of 1884. :

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City and County of New-York, SS.:

James A. Stitt, being duly sworn, deposes and says:
That Mr. Edmund Yard, Sr., held a power of attorney from Mrs. Shaw, as executrix, the contents of which are, to deponent's best recollection, that he had power to collect dividends and rents and make investments according to instructions endorsed upon the will of Mr. Shaw, which investments were to be in Government bonds and bonds of the Northern States, and that he was to receive no compensation as agent for Mrs. Shaw the amount of money that would have come to her from the estate as executrix. The original of that power of attorney is in Mr. Yard's possession. When the Bogart loan was due we found that the broker, or the person who made the loan, had a stock note, which gave him the authority to sell the securities without notice to any one, and in view of that fact it was necessary that some steps should be taken to protect the bonds, and Mr. John Yard, or some one, suggested that Mr. Brown would take that loan and hold it, and Mr. Brown, in Mr. Vanier's office, said he could get O'Brien Brothers to take up the loan but that if they did we must admit that the thing was all right, meaning, as I thought, that Mr. Yard had authority to make the loan. I took Mr. Charles Shaw aside and told him we would not do that, that we did not want to do that; and therefore we declined Mr. Brown's offer, and we had a Mr. Latham to take up the loan, which was assigned to Mr. Shaw personally. About the 30th day of July we asked to see Mr. Yard's books; he said he could not let us see them until Monday. On Monday morning we were told by Mr. John Yard that his father had gone to Europe on Saturday previous. About ten days ago I ascer-

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tained that Mr. John Yard had gone away suddenly. I sent to his office, at Vanderpoel, Green and Cummings' office, but my messenger was informed that he was out of town, that his informant did not know where he was, that he had been gone about ten days and would be gone for some days. I have in my possession a letter sent to Mr. Charles A. Shaw by Frank D. Shaw, dated at Clarens, Switzerland, on the 20th day of November, 1884, in which he says that he, Frank D. Shaw, learned that Mr. Yard, Sr., started for Paris in great haste on the 9th of November; that on the evening of the 12th of November "they" got a telegram and skipped as soon as they could get away". Mr. Frank Shaw, Mr. Charles Shaw and Mrs. Shaw have told me positively that they never had any knowledge of Mr. Yard, Sr.'s, transactions with Edmund Yard, Jr., and Company, or with his transactions with Bogart, and I know that none of these parties knew anything of them until after the failure of Edmund Yard, Jr., and Company. To the best of my recollection Mr. Yard said, after the failure of Yard, Jr., and Company, about the 17th or 18th of July, that he could turn over the securities of the estate, except the 23rd Street Railway bonds, which he was sorry to say he could not, as these had been pledged for a loan to him by Bogart. He admitted that he had done wrong, and he said "Here I am and you can do what you want with me".

Sworn to before me, this :
:
day of December, 1884. :

On the 17th day of December 1884, Mr. J. C. Shaw personally appeared before me and stated that he remembered that

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City and County of New-York, SS.:

William W. Yard, of said City, being duly sworn, deposes and says: I was a member of the late firm of Edmund Yard, Jr., and Company, and was such member since its existence, about fifteen or sixteen years, and during that time and down to a short time before our failure, our firm was in first class commercial standing and credit in the community. We passed through many crises in that time, when other firms failed and we did not. During the course of our business down to a short time before our failure our single name firm paper sold readily in the market at lowest commercial rates, and sometimes less than legal rates. I know Frank E. Shaw and Charles E. Shaw; I was in the habit of seeing them frequently: they frequently came into the store; I have known them frequently to come to the store when my father was not there; they came when my father was absent to get money from the firm; they always got it; I would see checks drawn by the firm and delivered to whoever applied. At the time of the failure the firm was largely indebted to my father, to about \$85,000 over and above the capital that he loaned us originally, which was not in any wise preferred to my father when the assignment was made, although the Shaw debt was. I came back from Europe on the 20th of March, 1884, and left again for Europe on the 4th of May, and did not return until after the failure. When I left in May, 1884, the credit of the firm was good and was not in any pecuniary difficulty. The management of the finances was in the hands of Mr. Willis, another member of the firm. I never saw Mrs. Shaw there. I have never examined our vouchers and checks returned from the bank so as to state whether they were drawn to her order and endorsed by her. I can only say in regard

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to endorsing them that I know nothing about it. Edmund Yard, Sr., had an office there, and that was the only place where he had an office. I have seen them there frequently when my father was not there; they came for money, and whatever they came for they always got. The reason that I did not see the way these checks were drawn was because I was absent so long, and I did not sign the checks when I was home. Mr. John G. Willis signed the checks. I believe he is in Europe now. He lived here. It was a common matter of course that they recognized his signature at the bank. He will return from Europe in about three or four years. I would imagine that the vouchers and stubs of the check books were in the hands of the assignee, Mr. Herman W. Vanderpool. I can't say if there was any account on our books with the Shaw estate. I was abroad, buying goods for the firm, about three-quarters of the time. When I was home I was preparing for the next season. Edmund Yard, Sr., kept his account at the Hanover Bank. I can't say whether he kept a special account for the Shaw estate. The Shaw estate was preferred.

Sworn to before me, this :
:
day of December, 1904. :

0336

City and County of New-York, SS.:

Edmund Vard, Jr., being duly sworn, deposes and says: That he was a member of the late firm of Edmund Vard, Jr., and Company. That for a number of years there was always large amounts of money in the firm to the credit of the Shaw estate. That if money was received it would be handed over and placed to the credit of the estate. There was always a credit account on the books for the last ten or twelve years; it was a general account; it was kept in the private ledger and in their own books too. That they had a set of books also; that their office business has always been attended to by Mr. Gillilan down to the time of his death, about a year ago; that Mr. Gillilan had entire charge of their office business; that he was the cashier and bookkeeper and also looked after deponent's father's business, and the Shaw's. That the books that were kept in their business were a full set of books; that in those books there was an account with the Shaw estate. The private ledger was one of the firm's books; they didn't have two sets of books; they had two ledgers; the private ledger represented the Shaw account with the firm, Edmund Vard, Sr's., private account with the firm, and the individual accounts of the partners and several other accounts which deponent can not now remember, but their general firm books embraced the whole. Deponent is not able to state whether the account of the Shaw estate was in the mercantile ledger. In the office there were certain books ~~xxxx~~ pertaining to the Shaw account alone. Those books were kept by the cashier, Mr. Gillilan. Those books were after delivered over to the Shaw estate. There were no other books there so far as deponent knows. Deponent's firm kept

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its bank account at the Central National Bank, and his father kept his personal account at the Hanover National Bank, but at one time he kept an account as agent for the Shaw estate at the Hanover National Bank but latterly at the Central National Bank; he held a written power of attorney from the Shaw estate. Depo-
nent is well acquainted with Frank and Charles Shaw; they fre-
quently came to deponent's store, one or the other almost every
day; they came sometimes for money when deponent's father was
not there; they would get money; they would simply go to the
office and draw the money; it was furnished to them by the
cashier, the firm's check signed by Mr. Willis, one of the firm.
During the long term of the existence of deponent's firm it was in
strong commercial credit right up to the last, and was in the
habit of selling in the market single-name firm paper up to a
month of the failure, and up to that time deponent's firm be-
lieved themselves to be solvent. Their paper, when it was sold
among the bankers, brokers, &c., sold at the lowest commercial
rates. Deponent's firm owed his father a considerable amount of
money when it failed, which was not preferred, though the Shaw
account was preferred by the terms of the assignment. Deponent's
father did not ask to be preferred. Deponent's firm owed his
father about \$85,000, of which amount he has never received a
penny. The interest on the Shaw account was credited to the
account for years; deponent can not say at what rate, but the
legal rate of interest was put to their credit on this account.
The liabilities of deponent's firm, when they failed, were close
on to a million, including what they owed his father, and their
private debts, which were about \$400,000. So far as the Shaws are
concerned the assets have been converted and turned over; there

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are not assets enough to pay the preferred creditors. The cause of the failure was simply because commercial paper stopped selling. The banks reduced the ~~discount~~ discount, and where they had had a ready sale for their paper it was impossible to sell it; no single-name paper sold at all; they had to take up that paper and took it up right to their last moment, deponent's firm fully expecting that they would go through; they never had had any difficulty in getting money to carry on business until this fall; that they had been running behind without knowing it at all. Deponent went to Bogart and negotiated the ten thousand dollar loan himself and took the bonds himself; Bogart and Company sent a form of stock note up to deponent's father and he signed it, and the bonds were delivered to deponent by his father; that deponent knew at the time whose bonds they were, that they belonged to the Shaw estate, for his father told him so. Bogart and Company's check was drawn to the order of deponent's father and afterwards endorsed by him to deponent's firm and they got the proceeds of the loan. The time of this transaction was about the 7th day of July, 1884. What deponent's firm wanted that money for was to keep up their balance in the bank; they were hard up for cash and needed it, and deponent's father knew it. This was just the time the firm's receipts began to come in. Deponent had a consultation with his father about getting this money before he went down. Deponent said they only wanted the bonds for a few days. Deponent's firm was re-discounting at both banks at that time. In the Central National Bank the discount was cut down thirty per cent.

Sworn to before me, this :
:
day of December, 1884. :

0339

City and County of New-York, SS.:

Herman W. Vanderpoel, being duly sworn, deposes and says: I am one of the assignees of Edmund Yard, Jr., and Company. I produce from the County Clerk's office the original assignment of Edmund Yard, Jr. and Company, dated the 15th of July and recorded the 16th of July, 1884. The assignment is to Herman W. Vanderpoel and William Friedman. In schedule A, annexed, are the preferred creditors, Heyman and Alexander, of Nottingham, England, \$350,000, (and the indebtedness or liability of the assignors for or by reason of moneys borrowed or collected or received for, from or on account of the estate of Charles G. Shaw, deceased, or Sallie Carr Shaw, executrix, or their liability if any, to said estate accrued or arising in any other form or manner; and then the sum of \$9,000 also preferred by the assignors to O. M. Bogart, Jr., for moneys borrowed from said Bogart, together with interest thereon, for which loan Bogart holds as collateral security eleven (it should be ten) mortgage bonds of the 23rd. Street railway company, the par value of which is \$1,000 each, which are to be returned to the owner thereof when released from this specific pledge. I also produce from the County Clerk's office judgment roll in the suit of Shaw, executrix, against Edmund Yard, Jr., Henry A. Yard and John O. Mills, filed August 7th, 1884; summons dated August 6th, 1884, and demands judgment for \$155,542.50; Frank E. Shaw, plaintiff's attorney, and Charles G. Shaw makes the affidavit; Vanderpoel, Green and Cumming appear for the defendants, and on August 7th offer judgment for the sum demanded in the complaint, with the costs and disbursements, and the offer is accepted. The Shaws have received under that assignment the sum of \$91,000 by way of dividends. I

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have receipts signed by Frank D. Shaw as attorney for the executrix and Charles G. Shaw as attorney in fact for the executrix. The receipt reads as follows: "Having received from you as assignors, the sum of \$91,000 by way of dividends, we hereby direct you to pay the dividends hereafter declared to Messrs. Heyman and Alexander, exclusive of the amounts which they have directed you to pay us, until the total amount received by Heyman and Alexander shall, in the aggregate, equal the sum of \$332,464.64, after which time all amounts received by you, as such assignors, shall be divided pro rata among first preferred creditors". I also produce another receipt in the same form, showing a payment of \$5,850, or 65 per cent. of the \$9,000 owing by way of dividends on the 23rd. street railway bonds. I also produce an assignment of July 22nd., 1884, to Charles G. Shaw by O. M. Bogart, Jr.; witnessed by J. Alexander Stitt and acknowledged before him, for value received; two stock notes of Edmund Vard for \$4,500 each. I have examined the books of the firm of Edmund Vard, Jr., and Company to ascertain in regard to their account. They seem to extend as far back as 1875 or 1876; that is on the firm books; it is partly in the private ledger and partly in the firm ledger. On examination of that account I found, on the question of commercial interest, they had been credited interest up to 1882 at the legal rate of interest. In the final balance, for which judgment was offered, interest was included. I will look into the vouchers and stub check books to see whether they are drawn directly by the firm to the order of Mrs. Shaw, the executrix.

Sworn to before me, this :
:
day of December, 1884.

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People
vs.
Yard.

Affidavits.

0342

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Edmund Yard

The Grand Jury of the City and County of New York, by this Indictment, accuse

Edmund Yard of the Crime of Grand Larceny in the first degree, committed as follows:

The said Edmund Yard, late of the City of New York, in the County of New York aforesaid, on the seventh day of July in the year of our Lord one thousand eight hundred and eighty four, was employed in the capacity of a hired and salaried agent by one Sallie Carr Shaw as the executrix of the last will and testament of Charles C. Shaw deceased, and as such hired and salaried agent, then and there had in his possession, custody and control, certain property of the said Sallie Carr Shaw, ~~as executrix~~ as aforesaid, and as such ~~as executrix~~ being then and there the true owner thereof, to wit: ten certain written obligations and evidences of debt, commonly called Mortgage Bonds, issued by a certain corporation duly

organized and existing under and
 by virtue of the laws of the State
 of New York, and known as the
 Twenty Third Street Railway Company,
 the same being then and there each
 duly signed by the President and
 Secretary of the said Company, and
 bearing the seal thereof, and being
 numbered respectively 51, 52, 53, 54, 55,
 56, 57, 58, 59 and 60, and each of which
 then and there bore date the first
 day of May, 1873, and in and ^{each of} ~~and~~ ~~respectively~~,
 the said corporation acknowledged
 themselves indebted to one David R.
 Mangum, in the sum of One ~~Thousand~~
 said dollars, and which sum the
 said corporation thereby promised to
 pay to the said David R. Mangum
 or to the holder of such evidence of
 debt on the first day of May, 1893,
 the same being then and there
 wholly unsatisfied, and of the
 value of one thousand dollars
 each. And the said Edmund Ford
 being so employed as aforesaid,
 and so much hired and retained
 agent then and there having the
 said property of the said Sallie Ann
 Shaw, ~~as aforesaid~~ ~~as aforesaid~~ as aforesaid,
 in his possession, custody and

control as aforesaid, afterwards, to
 with on the day and in the year
 aforesaid, at the City and County aforesaid,
 with force and arms, feloniously
 did embezzle and appropriate to his
 own use, the said ten written ob-
 ligations and evidences of debt, of the
 property of the said Sallie Carr Shaw,
~~the same as aforesaid~~, with
 intent to deprive and defraud the
 said Sallie Carr Shaw of the said
 property, and of the use and benefit
 thereof, and the same written ob-
 ligations and evidences of debt, did
 thereby then and there feloniously
 steal, to the great detriment of the
 said Sallie Carr Shaw, his said
 employer, against the form of the
 Statute in such case made and
 provided, and against the peace
 of the People of the State of New
 York, and their dignity.

Peter B. Olney,

District Attorney.

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BOX:

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FOLDER:

1655

DESCRIPTION:

Yeomans, Eliza

DATE:

12/31/84



1655

Witnesses:

Wm L V Stubbins

337
W. H. Coleman

Counsel,

Filed *31* day of *Dec* 188*4*.

Pleads *Not Guilty Day 2nd*

THE PEOPLE

vs.

P

Eliza Yeamans

Grand Larceny, 2nd degree
[Sections 528, 531, 530, Penal Code.]

PETER B. OLNEY,

District Attorney.

Subscribed & sworn to by me this 19th day 1885
Filed as to the party and found
A TRUE BILL *by the jury to be not law.*

W. Weaver
Foreman.

Wm L V Stubbins
Spaid & Saunders of
Peter J. J. J.
Wm L V Stubbins

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The People
vs.
Ellen V. Collins.

County of Queens, New York.

Indictment.

November 1, 1935.

I, Ellen V. Collins, do hereby declare under oath that I am the person who was arrested on the 10th of November, 1935, at the intersection of 11th Street and 11th Avenue, New York City, and who was charged with the possession of stolen goods, to-wit: a pair of gold bracelets and a jewel cameo worth sixty dollars, six pairs of silk stockings worth \$1.00 a pair and a yard and a quarter of silk of a dress I had on and a yard and a quarter of feather trimming and other little things. My dress was in the closet locked in my bed-room and the other things were in my bureau drawers. I saw the silk and some lace which I showed to be taken out of the prisoner's trunk at the police station sometime in December; I saw the dress afterwards and the feather trimming which the detective brought to me, also the bracelets.

Iress Examined. I keep boarders, advertised on Sunday, November 9 in the World for a seamstress and the prisoner called in answer to the advertisement, I had never seen her before, I know of a lady named Collins since this case begun, I went to her house once on business but never met the defendant at Mrs. Collins; the defendant never gave me music lessons last summer; on the 10th of November she was making a dress that I have on now, I had some angry words with the defendant on the day she left the house and did not strike her, I was not there when she left, I only know from what my

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servants told me, my house-keeper's name is Helene Meyera, she is not in prison.

[illegible]

0349

Marie Ann Gallagher sworn. I live 141 East Third Street. I have known the defendant's mother but was not personally acquainted with her. I had seen her years ago when she was small; she stopped with me five weeks and left me and went to Mrs. Stubbs. I ordered her out of my house when she took

0350

...and I have known her for twenty-five years, over ten years; her character for honesty has always been good, I never heard that she was arrested for theft until I say this in the paper.

My wife, Margaret, lives at 81 Eighth Avenue, New York City. I have known her for twenty-five years, over ten years; her character for honesty has always been good, I never heard that she was arrested for theft until I say this in the paper.

The Queen of the Queens.

David John, a man, lives at 150 West 10th Street, New York City. I have known him for twenty-five years, over ten years; his character for honesty has always been good, I never heard that he was arrested for theft until I say this in the paper.

My wife, Margaret, lives at 81 Eighth Avenue, New York City. I have known her for twenty-five years, over ten years; her character for honesty has always been good, I never heard that she was arrested for theft until I say this in the paper.

0351

Thomas W. E. ... and ...

Robert Devor ...

With ...

0352

[illegible]

0354

[illegible]

As a California native, I know the difference, and I am not
in the least prejudiced against anyone who is a native of another
country. I am not a native of this country, but I am a native
of the United States, and I am a native of the United States.

[illegible]

After getting home, I told my mother about the coat
witness, and she told me that when I came last November, I
brought that same dress on my back, she told me not to get it
and to make a new one for her and I. I told her, but the
shop and she told me to put it on and she pinned it
all around, I did not want to wear it.

The jury rendered a verdict of guilty of petty larceny with a recommendation to mercy.

The Court sentenced her to the Penitentiary for six months.

0355

Testimony in case of
Eliza Yearmans
filed Dec 1884.

0356

Department of
PUBLIC CHARITIES AND CORRECTION,
JACOB HESS, THOMAS S. BRENNAN, HENRY H. PORTER, Commissioners.
Office of City Prison, Corner Franklin and Center Streets,
JAMES FINN, WARDEN.

New York, January 14th 1885

Hon Randolph B Martine
District Attorney
Dear Sir!

I in reply to
your letter concerning the mental condition of
Elizabeth Jamans now confined in the City Prison
I have to state that she is suffering from
hysterical mania and is insane. She is
not responsible for her acts

Respectfully Submitted

William L Ward, M.D.
Physician at the Prison

Recd Jan. 15, 1885

Carta

17 de Mayo

de Mayo

Carta de la
Junta

He visto
esta carta
y me
gustó

366 No 2/5

0357

0359

[illegible]

0360

[illegible]

0361

He could be put in the
public - in the prison - the
a second to give me his
to change - that - since
there is a change in the
position in the prison
and appointed to the
prison - the
that will be the
to the prison - it is the
"Hence what is the
to the prison - the
to the prison - the
to the prison - the
to the prison - the
to the prison - the

0362

[illegible]

(Mrs) E. A. A. A.
Recd Jan. 16. 1885

0363

During the morning of the 10th
a very fine shower of rain
fell, which was accompanied
by a strong wind from the
north. The temperature was
very high in the morning,
but fell to a moderate
level in the afternoon. The
wind was very strong and
made it very difficult to
stand. The rain was very
heavy and fell in large
drops. The wind was very
strong and made it very
difficult to stand. The rain
was very heavy and fell
in large drops. The wind
was very strong and made
it very difficult to stand.

0365

District Police Court.

Affidavit—Larceny.

CITY AND COUNTY
OF NEW YORK, } ss.

Ella V. Stubbs

of No. 135 East 4th Street,

being duly sworn, deposes and says, that on the 12 day of November 1884

at the City of New York,
in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent in the day time.

the following property, viz :

One brown tailor made ladies suit valued at sixteen dollars	16.00
About five suits of linen underwear valued at about twenty-five dollars in all	25.00
Six pairs of silk stockings valued at about one dollar & seventy-five cents a pair	10.50
One jeweled Comb valued at about sixty dollars	60.00
One pair of gold brooches valued at about eight dollars	8.00
About one yard of silk valued at one dollar	1.00
" " & quarters of lace valued at twenty cents	.20
the property of deponent	Total \$120.70

Sworn before me this day of

Police Justice,

188

and that this deponent has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by Eliza Yeaman now here from the following facts to wit: That defendant was employed by deponent as a seamstress; That on the day in question defendant left deponent's employ without previous warning & without waiting to collect the wages which were due to her (defendant); That on that day deponent missed the

0366

above described property which was kept in a room to which defendant only had access on said day. That subsequently a part of the above described property was found in a trunk belonging to defendant.

Chas. H. H. H.

Sworn to before me
this 28th day of December, 1884

Wm. H. H. H.
Justice

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

AFFIDAVIT—Larceny.

Dated

188

Magistrate.

Officer.

WITNESSES:

DISPOSITION

0367

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, { ss

H District Police Court.

Eliza Yeaman being duly examined before the undersigned, according to law, on the annexed charge: and being informed that it is her right to make a statement in relation to the charge against her; that the statement is designed to enable her if she see fit to answer the charge and explain the facts alleged against her that she is at liberty to waive making a statement, and that her waiver cannot be used against her on the trial.

Question What is your name?

Answer

Eliza B. Yeaman

Question. How old are you?

Answer

23 years

Question. Where were you born?

Answer.

New York City

Question. Where do you live, and how long have you resided there?

Answer.

282 Eighth Avenue. Two weeks

Question What is your business or profession?

Answer

Music teacher

Question. Give any explanation you may think proper of the circumstances appearing in the testimony against you, and state any facts which you think will tend to your exculpation?

Answer.

~~Not~~ Not guilty.

Eliza Yeaman

Taken before me this

day of September

1888

Police Justice.

0368

It appearing to me by the within depositions and statements that the crime therein mentioned has been committed,
and that there is sufficient cause to believe the within named defendant

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of Five
Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he
give such bail.

Dated December 28 188 ✓ J. M. Hendon Police Justice.

I have admitted the above-named
to bail to answer by the undertaking hereto annexed.

Dated _____ 188 _____ Police Justice.

There being no sufficient cause to believe the within named _____
_____ guilty of the offence within mentioned, I order h to be discharged.

Dated _____ 188 _____ Police Justice.

0369

BAILED.

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court-- District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Ala. V. Stubby
135th Gask 149th St.

Eliza Yeomans

1
2
3
4

Dated *December 28* 188

Murray Magistrate.

Cuff Officer.

19 Precinct.

Witnesses *Mrs. Gershan*

No. *332 E 52* Street.

No. _____ Street,

No. _____ Street,

\$ *5.00* - to answer *Allegations*

0370

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Eliza Cigamans

The Grand Jury of the City and County of New York, by this indictment, accuse

Eliza Cigamans

of the CRIME OF GRAND LARCENY in the *Second* degree, committed as follows:

The said *Eliza Cigamans*,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the *twelfth* day of *November*, in the year of our Lord one thousand eight hundred and eighty-*four*, at the Ward, City and County aforesaid, with force and arms,

one dress of the value of sixteen dollars, one suit of female wearing apparel of the value of sixteen dollars, five suits of female underwear of the value of five dollars each suit, six pairs of stockings of the value of one dollar and seventy-five cents each pair, one comb of the value of fifty dollars, two bracelets of the value of four dollars each, one ring of the value of one dollar, and one piece of lace of the value of twenty cents,

of the goods, chattels and personal property of one *Ella V. Fitch*,

then and there being found, then and there feloniously did steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

0371

SECOND COUNT—

And the Grand Jury aforesaid, by this indictment, further accuse the said

Eliza Ugamans

of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said *Eliza Ugamans*,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the *twelfth* day of *November*, in the year of our Lord one thousand eight hundred and eighty-*four* at the Ward, City and County aforesaid, with force and arms,

one suit of female wearing apparel of the value of sixteen dollars, one dress of the value of sixteen dollars, five suits of female underwear of the value of five dollars each pair, six pairs of stockings of the value of one dollar and seventy five cents each pair, one coat of the value of sixty dollars, two bracelets of the value of four dollars each, one yard of silk of the value of one dollar, and one piece of lace of the value of twenty cents,

of the goods, chattels and personal property of *Ella V. Butler*,

by *a* certain *person or persons* to the Grand Jury aforesaid unknown, then lately before feloniously stolen, taken and carried away from the said *Ella V. Butler*,

unlawfully and unjustly, did feloniously receive and have; the said

Eliza Ugamans,

then and there well knowing the said goods, chattels and personal property to have been feloniously stolen, taken and carried away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

PETER B. OLNEY,

District Attorney.