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VOL. 6. ASHEVILLE, N. C., MARCH 31, 1899. NO. 14.

THE DICKERSON TRIAL CONTINUES

J. E. Dickerson Testifies in His Own Behalf.

JUDGE WILLIAM R. DAY OCCUPIES THE BENCH WITH JUDGE PURNELL.

Judge Charles A. Moore Withdraws From Further Participation in the Case; The Proceedings.

When United States court opened on Thursday at 10:25 J. D. Brevard was called. He testified that he signed notes for J. E. Dickerson, first in '92 or '93, for a considerable amount, 10 or 20 thousand dollars. He signed them with Dr. Purfoy and Mr. Dickerson, trustees of the first Baptist church. The notes were reduced from time to time. In '94 he wanted to be released. At one time he noted and after that, in the spring before the bank failed, signed a number of blank notes. Signed the original note for the church. Nothing was said of signing notes for Dickerson & Co.

Five notes were handed to him, which he identified as those he signed. After the bank failed he got notice that there were three notes in the bank; thought they were church notes, and did not find out that they were Dickerson & Co. notes until he went to the bank in response to the notice. Write to Dickerson once or twice about the notes but got no response. Did not know that any of his notes were discounted and placed to the credit of J. E. Dickerson special. Dr. Purfoy was solvent, was he not?

Afterwards his name and Dickerson were dropped and the notes with your name put in the bank? "Yes, the bank failed did you receive notice of the maturity of any note of yours there?" "No, they were not." "Did you ever see this before?" (paper handed witness.) "No." "What was the general character of J. E. Dickerson up to the time the bank failed?" "It was excellent—good." "The year 1898, note—what did you sign that?" "At Blackberg, S. C. I think. Two or three blank notes were sent me by mail." "How many letters did Dickerson write about these notes?" "About three or four." "Did he always write when you signed these notes?" "He either wrote or saw me personally."

Are you certain you never signed a note in the bank? "Yes, I am." "Don't you remember that Brees called you into the bank and that he and Dickerson and you fixed up one of the notes?" "I don't ever remember such an occurrence." A. H. Brown was recalled. He testified that at the time of the Brevard notes were filled out in Penland's handwriting, some in Brees's and some in Dickerson's.

ACCOMMODATION PAPER. G. B. Goodlett testified that he lives in Greenville, S. C. In 1895 he lived in Asheville. Worked for Dickerson as sewing machine agent. Signed filled-out and blank notes for Dickerson. Dickerson was insolvent, and witness was earning the fact. Witness was earning from \$7 to \$10 a week. Identified the notes handed him as those he signed.

What did Dickerson say when he asked you to sign the notes? "He said to me to sign a note; said it was to accommodate him and was all right. After the first one was signed, Dickerson made no explanation as to why he wanted the notes." Mr. Dorsett testified that one of the notes was filled out in the handwriting of Brees. W. B. Troy testified that he lived in Henderson county; formerly lived with Dickerson, he thought four or five. "Did you owe J. E. Dickerson & Co. anything?" "Yes, \$1500 or \$1600." "Did you ever pay it?" "No." "Did you give a note for it?" "No." "Were these notes put in as credit on your account?" "Yes." "Capt. Troy identified the notes handed him as those he signed." "Did you owe J. L. Cook anything?" "No." "How did you come to give him your note?" "He didn't give him my note." "Did you give Dickerson your note?" "I gave him some blank notes signed as those notes." "You were insolvent when you signed those notes?" "Yes." "W. J. Calais was called. He signed some notes for Mr. Dickerson as solvent. Did not remember how many notes he signed. Witness identified those notes as those he signed. He never signed them until after he heard J. E. Dickerson will go to the government rests its case.

right; that it was nothing that would ever come up against him. "Do you know D. E. Bolling?" "No." "Did you owe him anything?" "No." "Did you come to give him your note for \$25 on May 5?" "I didn't do so." "The above notes was put in evidence. Mr. Dorsett testified that this and other notes were filled out in the handwriting of Dickerson. The other notes were those of Bolling and J. C. Carrington.

Witness Kuykendall testified that he did not know Carrington. Cross-examination by Mr. Adams: "Don't you remember Carrington, a fair-skinned, light-haired man, who was here in partnership with a man named Stockton on the square?" "No." NOT FAIR-SKINNED. The next name called was that of J. C. Carrington, and a roar of laughter went up all over that court room as a young negro advanced to the witness stand. Carrington was highly pleased by the sensation his appearance caused, and was inclined to be facetious. I believe Mr. Kuykendall gave him his note for \$25.

Witness was shown notes in favor of Evans, signed by himself, and testified that he owed Evans nothing, and did not know of the existence of the notes until after the bank failed. He signed papers for Dickerson once, not knowing. W. J. Calais was recalled. "Did you know J. H. Isaacs?" "Yes." "Was he worth anything in '97?" "No." "Did you know E. L. Baker?" "Yes." "Did you know E. L. Baker?" "Yes." "Did you know his signature?" "Yes." "Was he of age?" "I don't think he was."

Witness testified that some of the notes handed him were in Dickerson's handwriting and some in Brees's. There were introduced in evidence a number of notes signed by J. E. Dickerson & Co. and endorsed by J. E. Dickerson. A number of notes aggregating \$11,000 face value, was handed witness, who identified them as being in Dickerson's handwriting and signed by him as treasurer of the Carolina Woodworking company.

What was their financial condition? "I don't know." "What was the original note made?" "For \$1400." "You borrowed the money from the bank on that day?" "Yes." "What control did you have over the affairs of the bank?" "None." "By whose authority was money lent you?" "By the discount committee."

Friday Morning. When United States court opened Friday morning Judge William R. Day presided. Judge Purnell and Judge Moore were on the bench with Judge Bumpus of New York was also on the bench. J. E. Dickerson took the stand. "Have you completed the examination of the minute book?" "Yes." "Is there any written authority for the discount committee?" "No." "Are there any directions to them?" "Only in one place."

Thursday Afternoon. The government examined a few witnesses Thursday afternoon in the Dickerson trial, before resting their case. Receiver J. Frank Aldrich was asked about the notes of J. E. Dickerson & Co. J. E. Dickerson & Co., or the Carolina Woodworking company, or any part of them, had been paid since the bank failed. A. H. Brown was recalled and identified a number of reports by the bank directors to the comptroller of the currency. Dickerson's name was on the report under the name of J. E. Dickerson & Co. The reports were compared with the ledger and large discrepancies were noted on the stand overcasts and the overdrafts of officers and directors.

knowledge. R. R. Rawls was then called. Mr. Rawls testified that he was a director of the bank. He was shown a certified copy of a letter from Deputy Comptroller of the Currency George W. B. B. dated July 14, '97, and describing the bank's shaky condition, according to the reports of the directors. The letter was read before the board of directors, all being present. Mr. Rawls read from the minute book of the directors' resolution that no overdrafts of any kind should be permitted.

Cross examination. "Your own account was overdraft at times, wasn't it?" "Yes." "Objection by the prosecution." "The object in asking the question was to show that the policy of the bank had been changed in the matter of overdrafts." "The court sustained the objection." "Did you see an individual with the name of 'R. R. Rawls' and the 'Swannanoa hotel,' and did you have a conversation with him in the matter of an overdraft in the other, and in making a report was not a difference struck at the time?" "Yes." "Objection. Sustained."

George W. Fletcher was called. He testified that he was a director of the bank at one time. He knew nothing of the overdrafts of the officers, or the overdrafts of the bank. Here the government rested its case, and the defendant, J. E. Dickerson, was sent to the stand by the defense. He testified that he was indicted under the act of March 3, 1875, for aiding and abetting. He was asked by Mr. Adams: "How much were you worth on April 1, '96, and what did your property consist of; what were you worth on July 30, 1897, and were you solvent then?" "The government instantly objected to the question."

Friday Afternoon. At Friday afternoon's session of the U. S. court the testimony of J. E. Dickerson, the defendant, was continued. The feature of the afternoon was the testimony of Judge Charles A. Moore from further participation in the case. It happened in this way: "Was the Carolina Woodworking company solvent?" "The witness was asked to enter, the witness had answered, 'Yes.'" "There was objection by the government to the question, and the question was sustained, and the question and answer were ordered to be stricken from the record."

THE COLLATERAL. "Who was to furnish the collateral?" "I don't know." "Did he do it?" "I know he did it one time. He had certain First National bank notes set aside for that purpose, \$10,000 worth." "What was the stock worth then?" "Some had been sold at about that time for 115. The real value was about 122."

THE COLLATERAL. "Who got the benefit of the note of May 11, signed by E. L. Baker, for \$500?" "This is a renewal of the previous note, and my remarks about that are applicable to Mr. Brees."

THE COLLATERAL. "The next note by J. D. Brevard on March 7, '96, for \$1400, who got the benefit of that note?" "The note is credited on the bank with \$106. I think the original amount of the note was \$1506. It had been renewed and rediscouted. The amount of the reduction is charged to J. E. Dickerson." "What was the stock worth then?" "Some had been sold at about that time for 115. The real value was about 122."

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This consent might mitigate his offense, but would not be a justification of the act. No body of men authorize another man to violate the law. "The second proposition was that Dickerson was an individual and borrowed on an overdraft with the consent of the other officers. The gentlemen are equally unfortunate in this position, as this point has been decided by the supreme court. They claim that Dickerson was standing at arm's length from the bank in these transactions, but the evidence shows that he was one of the managers and one of the trustees of the bank. The funds were in his hands, and in those of the other directors. The evidence shows that these members of the discount committee were co-conspirators with the defendant. There has been no evidence to show that one officer did not know what the others were doing."

Senator Pritchard read additional testimony in the case against the defense. He quoted Justice Jackson in the Harper case. "Judge Bynum says there was a conspiracy. Suppose I admit for the sake of argument that that is a true fact; we still contend that it is a question for the jury to decide whether the defendant acted in good faith. We have shown that there was a discount committee, and such being the case, why can't we show what the discount committee did? The gentleman's discussion of the question has taken a wide range. The question is not a parol testimony, but whether or not defendant violated the resolution in regard to overdrafts, and in such regard the practice of the president and officers."

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"For the bank?" "What understanding did you have as to the precautions that were to be taken?" "I understood that the notes were to be secured with collateral, were they?" "I know at one time \$10,000 First National bank stock was set aside for that purpose." "State the fact to the jury explaining the necessity of getting these notes rediscouted." "Objection." "This note had been rediscouted?" "Yes." "The note which Brevard spoke of for the benefit of the bank church was two notes instead of one."

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ed the note he said he did not sign?" "I do. I did not get the benefit of it and I do not know who did." "The note of W. B. Troy dated July 23, for \$500?" "I did not get the credit for it, nor did any of my concerns." "Can you give the books who did get the benefit?" "No." "The note of April 30 for \$250, by W. B. Troy, payable to Dickerson & Co.?" "That note is a renewal of a note for which Dickerson & Co. got the credit." "You heard the evidence of Mr. Coffin, that these notes were presented to you by him, and that he told you you were reported to have gotten the benefit of them; and asked you of the correctness of the statement? Tell what you know of that?" "Mr. Coffin said he wished me to examine some notes and see if I had given them to the bank. He asked me if I had gotten the benefit of them. I said I thought I had, but could not tell positively until I had examined the bank's books and my own."

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my brother. I wrote to my brother and he said he could not meet the drafts, but hoped to be able to do so later on. June 15 I saw him two days before \$1300 and \$1650, which were sent on. This check for \$2500 was sent to my brother to meet the drafts. This simply was a note to give the bank the use of the money for a few days. The bank got the cash on these checks."

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