

June Term  
1931

# 876

COMMONWEALTH

VS.

Felony

(forgery)

T. S. YEAGER

Set July 13

Arraigned

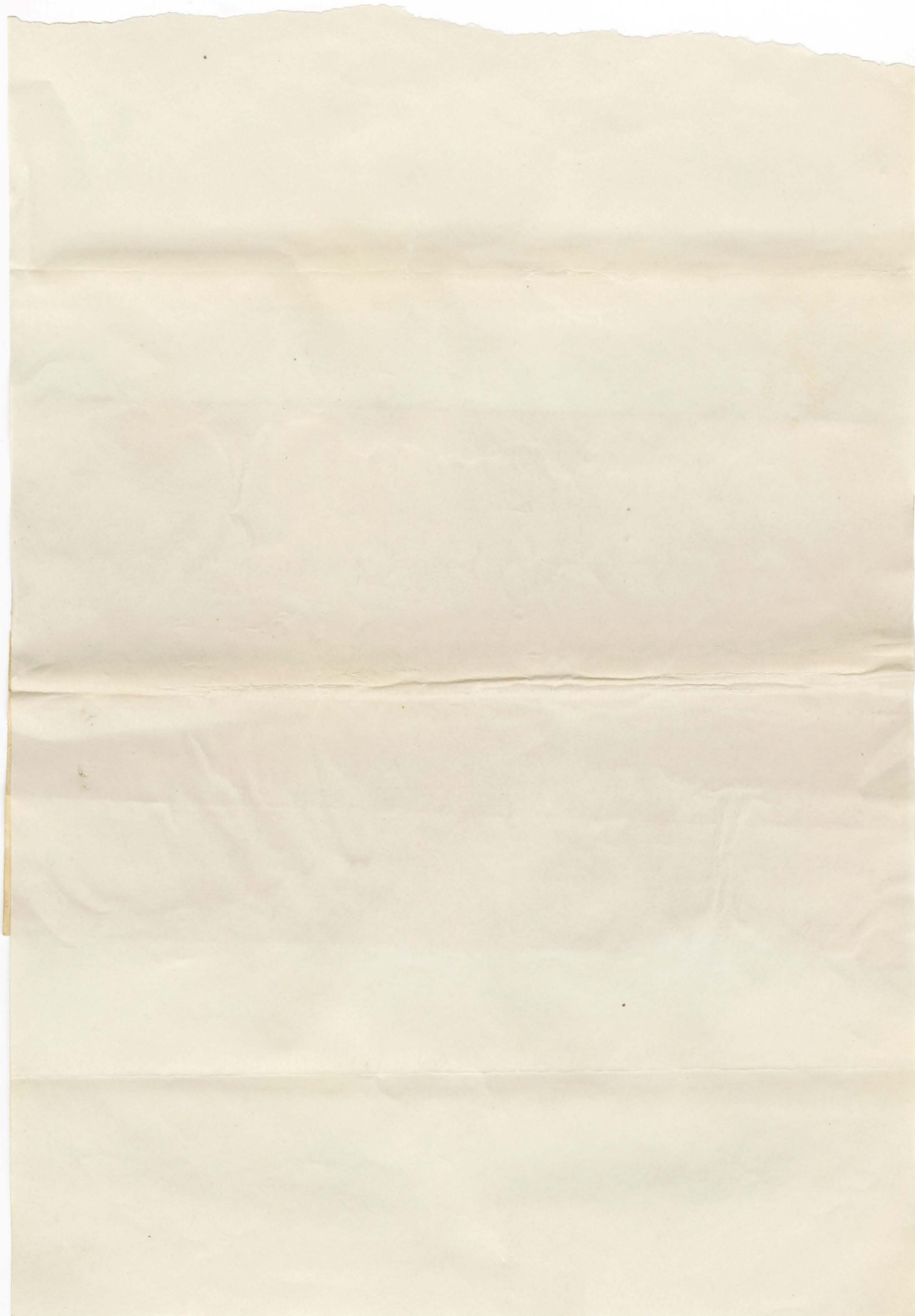
Sundry Cost  
 1 1.50  
 3-Box 720 P. 12.00  
 3-Box 720 P. 27.00  
 1.50  
 Total 36.00

B.W. Harding ✓  
 E.S. Ward ✓  
 W.K. Westlake ✓  
 C.S. Smalley ✓  
 L.W. Hayter ✓  
 M.B. Murphy ✓  
 S.A. Packer ✓  
 M.W. Patton ✓  
 W.W. Robinson ✓  
 T.R. Cooley ✓  
 E.H. Palmer ✓  
 Synchronous with the



Sum v. Gager  
Refused. Except.  
H.W.B.

The court instructs, <sup>the jury</sup> that if they believe from the evidence in this case that <sup>the defendant exercised this</sup> he had the right and authority to fill out the blank note in the manner, and for the purposes, in which he filled the same out, they must find him not guilty of the charge of forgery.





COMMONWEALTH

V

Charge to the Jury

T. S. YEAGER

If you find the accused, T. S. Yeager, not guilty, you will say so and no more.

If you find him guilty, as charged in the indictment, then you will say so and fix his punishment by confinement in the penitentiary for a period of not less than two years nor more than ten years, or in your discretion, by confinement in jail for a period of not less than six months nor more than twelve months.



COMMONWEALTH

Charge to the Jury

V

T. S. YEAGER

If you find the accused, T. S. Yeager, not guilty, you

will say so and no more.

If you find him guilty, as charged in the indictment,

then you will say so and fix his punishment by confinement in the penitentiary for a period of not less than two years nor more than ten years, or in your discretion, by confinement in jail for a period of not less than six months nor more than twelve months.

Charge to the jury

The Court instructs the jury that the offense of forgery consists in the false making or altering of a written instrument to the prejudice of another's rights with the intent to defraud.

And the Court tells the jury that unless the Commonwealth has shown beyond a reasonable doubt that Mrs. Hinton neither expressly nor impliedly authorized accused to fill in said note *in the manner and amount in which he filled in said note,* then they should find him not guilty.

The Court further in the year that the offense of forgery  
consists in the false making or altering of a written instrument  
to the prejudice of another's rights with the intent to defraud.

and which beyond a reasonable doubt that the victim's action  
expressly not impliedly authorized seemed to him in this case  
in the manner and manner in which he acted in this case.



The Court instructs the jury that the law presumes every person charged with crime to be innocent until his guilt is established by the Commonwealth beyond a reasonable doubt, and this presumption of innocence goes with the accused through the entire case, and applies at every stage thereof; and if, after having heard all the evidence in this case the jury have a reasonable doubt of guilt of the accused upon the whole case, or as to any fact essential to prove the charge made against him in the indictment, it is their duty to give the prisoner the benefit of the doubt, and find him not guilty.





The court instructs the jury that if they believe from the evidence beyond a reasonable doubt that the accused without authority, filled out a promissory note for nine hundred fifty dollars, signed by Lucy Hinton, when he had only been authorized by her to fill out said note for one hundred twenty-five dollars, and that he afterwards attempted to utter and employ as true and genuine, said note, with intent as charged in the indictment, then they should find the accused guilty of forgery and of attempting to utter a forged instrument as charged in the two counts in the indictment.



charged in the two counts in the indictment.

Forgery and of attempting to utter a forged instrument as in the indictment, then they should find the accused guilty of employ as true and genuine, said note, with intent as charged five dollars; and that he afterwards attempted to utter and authorized by her to fill out said note for one hundred twenty-five dollars; signed by Lucy Hinton, when he had only been without authority, filled out a promissory note for nine hundred from the evidence beyond a reasonable doubt that the accused

The court instructs the jury that if they believe

Arrest Warrant

Commonwealth of Virginia, { To-Wit:  
Rockingham County,

City of Harrisonburg

To C. R. Pawley, Sheriff

, a Constable of said County:

Whereas, Wilma Dewey of the said County, has this day made  
complaint and information on oath before me, K. C. Moore a Justice of the  
said County, that or about T. S. Yeager

of the said County, on the 31 day of March, 1931, in the said County, did  
unlawfully and feloniously raise a certain bank note dated March 31, 1931,  
signed by Lucy Hinton, payable to the said T. S. Yeager, from One Hundred  
Twenty-five dollars to Nine Hundred Fifty Dollars, ~~and attempted to utter~~  
~~said note~~ with the intent to defraud the said Lucy Hinton, against  
the Peace and Dignity of the Commonwealth of Virginia.

These are therefore, in the name of the Commonwealth of Virginia, to command you forthwith to  
apprehend and bring before, me or some other Justice of the said County, the body of the said

T. S. Yeager

to answer the said complaint and to be further dealt with according to law. And you are required  
to summon

to appear and give evidence in behalf of the Commonwealth, on the examination touching the said  
offence.

Given under my hand and seal this 18th day of April, in the year 1931

K. C. Moore

J. P. [Seal]



STATE OF VIRGINIA—COUNTY OF ROCKINGHAM, TO-WIT:

I, \_\_\_\_\_, a Justice of the Peace in and for the  
County of Rockingham, Virginia, do hereby certify that \_\_\_\_\_ and  
\_\_\_\_\_ as his suret\_\_\_\_\_,  
have this day acknowledged themselves indebted to the Commonwealth of Virginia in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) to be made and levied of their goods and chat-  
tels, upon this condition: That the said \_\_\_\_\_ shall appear before the under-  
signed or the Circuit Court of Rockingham County, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
and not leave hence without leave of the said Court, to answer the charge in this warrant, or to await the  
action of the Grand Jury of the said County upon the within charge.

Given under my hand this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

J. P.

JUDGMENT

Upon the examination of the within charge,  
I find the accused

Commonwealth

vs.

Arrest Warrant

J. S. Yeager

Fine

Clerk's Fee

Justice's Fee

Arrest

Summoning Witness

Witness Attendance and Mileage

Commonwealth's Attorney

Jail Fees

Total

Justice of the Peace.

Executed the within warrant by arrest-  
ing and delivering the body of

J. S. Yeager  
before  
J. S. Yeager

a justice of Rockingham County, and by sum-  
moning the within named witnesses in person

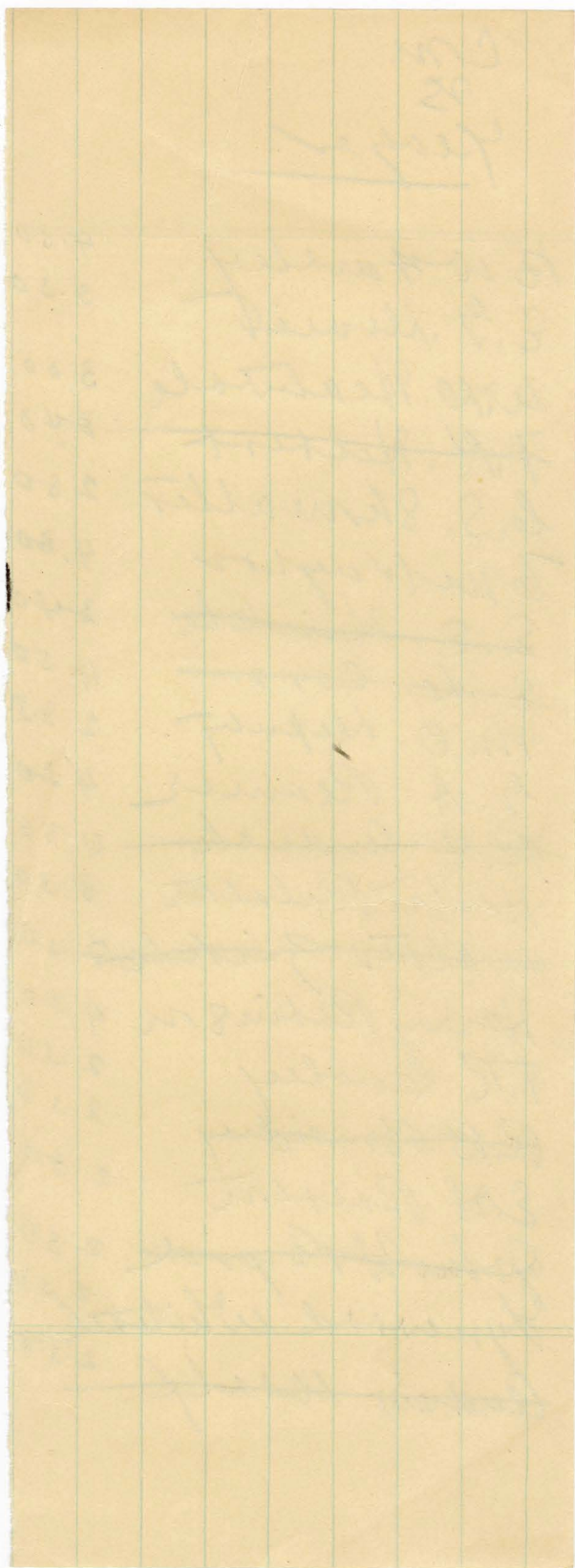
this 8 day of May 1931

Constable of Rockingham County



Com  
VS  
Yeager

B. W. Hawley	4.50
E. G. Hewitt	3.30
W. D. Heatwole	3.00
<del>F. R. Helbert</del>	3.40
L. S. Shumatter	2.80
<del>W. M. Kaylor</del>	4.30
<del>S. E. Winkler</del>	3.40
<del>E. L. Carr</del>	4.50
M. O. Hepburn	2.85
G. A. Reamer	4.30
<del>R. A. Anderson</del>	4.30
Hunter Ralston	3.30
<del>Walter Zickler</del>	2.50
Harry Robinson	4.30
T. R. Leavelle	2.50
<del>R. B. Brackley</del>	2.50
E. H. Ralston	2.80
<del>John H. Byrd</del>	2.50
Lynwood Whitel	2.50
<del>Andrew Wolfe</del>	2.50



*Wm*

6.40  
1.50  
1.00  
1.50  
1.50  
1.50  
1.00 ✓

14.40\*

138/100  
25  
65  
26

5.00  
2.00  
3.25-  
2.10  

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12.35-





\*

4.5 0

3.3 0

3.0 0

3.4 0

2.8 0

4.3 0

3.4 0

4.5 0

2.8 5

4.3 0

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3.3 0

2.5 0

4.3 0

2.5 0

2.5 0

2.8 0

2.5 0

2.5 0

2.5 0

6 6.0 5 \*





We the jury find the defendant  
Guilty as charge and fix his  
punishment as 9 months in jail.

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is a description of the  
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is a description of the  
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**In the Name of the Commonwealth of Virginia:**

**To the Sheriff of Rockingham County, Greeting:**

You are hereby commanded, to summon *Lucy E. Hinton, Wilma*  
*Dewey, J. O. Stickley, Frank Haques,*  
*M. M. H. Byrd, Crawford Smithson,*  
*Robert Lincoln, Roland Tutwiler*  
*+ B. H. Arvey*

to appear before the Judge of the Circuit Court of Rockingham County, at the Court House  
thereof, at 10 o'clock, a. m., on the *13<sup>th</sup>* day of *July* 19 *21*  
to testify and the truth to say in BEHALF OF THE COMMONWEALTH against

*J. S. Yeager*  
who stands charged with and indicted for a felony misdemeanor.

And this *they* shall not omit under the penalty of £100. And have then  
and there this Writ.

Witness, J. ROBERT SWITZER, Clerk of our said Court, at the Court House, the *9<sup>th</sup>*  
day of *July* 19 *21*, and in the 15 *5<sup>th</sup>* year of the Commonwealth.

*J. Robert Switzer*, Clerk

Executed July 11-1931 by delivering a true copy  
of the within summon to Lucy E. Hinton,

Wilma Dewey, J. D. Stickle, Frank  
Hoover, Wm H. Boyd, Crawford Swartz  
Roland Fairbairn, H. B. Early,

each in person.

D. Newman Attorney for  
E. R. Towley & Co.

Can.

11.

J. S. Yeager

1931

July 13

Let's see what you



Commonwealth of Virginia,  
Rockingham County, To-Wit:

BE IT REMEMBERED, that on the 12<sup>th</sup> day of September, 1931  
T. S. Yeager, principal and C. E. Yeager,  
surety, who justified to his sufficiency, came before me Sheffey D. Davis  
Bail Commissioner, of the said County of Rockingham,  
(J. P. or Bail Commissioner)

and acknowledged themselves to be indebted to the Commonwealth of Virginia each in the sum of  
Fifteen Hundred Dollars, (\$ 1,500<sup>00</sup>),  
to be levied of their respective goods and chattels, lands and tenements, for the use of the Common-  
wealth of Virginia rendered, and they each severally waved their homestead exemption to their re-  
cognizance; yet upon this condition:

That if the said T. S. Yeager shall personally appear before  
the Circuit Court of Rockingham County, at the Courthouse of said County, on the 19<sup>th</sup> day of the  
October 1931 to do and receive as the Court may then and there  
direct Term thereof, being the \_\_\_\_\_ day of \_\_\_\_\_,  
and at such other time or times to which the proceedings may be continued or further  
heard, and before any court or judge hereafter having or holding any proceedings in connection with  
the said matter ~~charge, and then and there answer the Commonwealth of Virginia concerning a certain~~  
~~\_\_\_\_\_ whereof the said \_\_\_\_\_ stands~~  
~~charged, and be bound under said recognizance until the charge is finally disposed of or until it is~~  
~~declared void by order of a competent court, then the above recognizance shall be null and void; other-~~  
wise to remain in full force and effect.

IN WITNESS WHEREOF, I hereunto affix my signature this 12<sup>th</sup> day of September, 1931.  
Sheffey D. Davis  
(J. P. or BAIL COMMISSIONER)

*husband of T. S. Yeager*



wealth of Virginia rendered, and they each severally waved their homestead exemption to their re-

the Circuit Court of Rockingham County, and the Court-house of said County, on the

10

and at such other time or times to which the proceedings may be adjourned further

and before any court or judge hereafter having or holding any proceeding in connection with

the said ... and that they ... the Commonwealth of Virginia ...



*We the jury find the accused T. S. Yeager, guilty of the crime of forgery and for the same reason we find him guilty of the crime of attempt to defraud her, the said Lucy Hinton, against the peace and dignity of the Commonwealth of Virginia.*

COMMONWEALTH OF VIRGINIA

COUNTY OF ROCKINGHAM, to-wit:

In the Circuit Court of said County:

The jurors of the Commonwealth of Virginia in and for the body of the County of Rockingham now attending the Circuit Court at its June term, 1931, do upon their oaths present, that T. S. Yeager on the \_\_\_\_ day of March, 1931, in said County, did unlawfully commit forgery by making a promissory note for nine hundred fifty dollars instead of one hundred twenty-five dollars without authority, said note having been signed in blank by Lucy Hinton and delivered to the said Yeager to be filled out for one hundred twenty-five dollars only, with intent to defraud her, the said Lucy Hinton, against the peace and dignity of the Commonwealth of Virginia.

And the jurors aforesaid, upon their oaths aforesaid, do further present that the said T. S. Yeager afterwards, to-wit, on the \_\_\_\_ day of March, 1931, in the said County, feloniously did utter and attempt to employ as true said forged promissory note; he, the said T. S. Yeager at the time he so uttered and attempted to employ as true said forged note in the County aforesaid, well knowing the same to be forged, against the peace and dignity of the Commonwealth of Virginia.

This indictment is found on the testimony of Lucy E. Hinton, Wilma Dewey, William H. Byrd, J. O. Stickley, Frank Hoover, and Return Lincoln, witnesses sworn in court and sent before the grand jury to give evidence.



We the jury find the accused T.S. Yeager, guilty as charged in the indictment and fix his punishment at confinement in jail for a term of nine months

James Whitel Foreman

COMMONWEALTH OF VIRGINIA

COUNTY OF HOOCHINGHAM, to-wit:

✓  
FORGERY

COMMONWEALTH

V

T. S. YEAGER

A FELONY

A True Bill

*J. D. Bradford*  
Foreman

*Plea of A. G.*

*July 13<sup>th</sup> 1900*  
*C. S. Yeager*  
*John Y. Townsend*

D. W. Earman,  
Commonwealth's Attorney

jury to give evidence.  
Return Lincoln, witnesses sworn in court and sent before the Grand  
William Dewey, William H. Bird, J. O. Stickley, Frank Hoover, and  
This indictment is found on the testimony of Lucy E. Hinton,  
Commonwealth of Virginia.

knowing the same to be forged, against the peace and dignity of the  
to employ as true said forged note in the County aforesaid, well  
he, the said T. S. Yeager at the time he so uttered and attempted  
utter and attempt to employ as true said forged promissory note;  
the \_\_\_ day of March, 1931, in the said County, feloniously did  
further present that the said T. S. Yeager afterwards, to-wit: on  
and the jurors aforesaid, upon their oaths aforesaid, do  
against the peace and dignity of the Commonwealth of Virginia.  
dollars only, with intent to defraud her, the said Lucy Hinton,  
to the said Yeager to be filled out for one hundred twenty-five  
said note having been signed in plain by Lucy Hinton and delivered  
dollars instead of one hundred twenty-five dollars without authority;  
commit forgery by making a promissory note for nine hundred fifty  
Yeager on the \_\_\_ day of March, 1931, do upon the



To S. W. Eammann, Commonwealth attorney  
for Rockingham County, Virginia,  
Take notice that on September 11<sup>th</sup>  
1931, I shall apply to the Honorable Justices,  
Bretton for a summary of the <sup>record</sup> evidence  
and findings had in the case of The  
Commonwealth of Virginia against J. S.  
Yager.

I have made my last in 11<sup>th</sup> day of  
September 1931.

J. S. Yager  
By Counsel

Respectfully  
atty,

Sworn and signed,

S. W. Eammann

Com. atty. 9/11/31



To S.W. Bureau  
for Washington  
Coke. Letter  
1931. I still  
Bureau for a  
out of  
Bureau of  
20

to  
to  
1931

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to

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to



The defendant offered and asked the Court to give to the jury the following instruction -

"

The court instructs the jury that if they believe from the evidence in this case that the defendant believed that he had the right and authority to fill out the blank note in the manner, and for the purposes, in which he filled ~~the~~ same out, they must find him not guilty of the charge of forgery,

which the Court upon objection by the attorney for the Commonwealth refused to give, and the defendant by counsel then and there excepted.

Done September 11<sup>th</sup> 1931

W W Bestram judge





The following instructions were given by  
the Court

COMMONWEALTH

V

CHARGE TO THE JURY

T. S. YEAGER

If you find the accused, T. S. Yeager, not guilty, you will say so and no more.

If you find him guilty, as charged in the indictment, then you will say so and fix his punishment by confinement in the penitentiary for a period of not less than two years nor more than ten years, or in your discretion, by confinement in jail for a period of not less than six months nor more than twelve months.

HUB





The Court instructs the jury that the offense of forgery consists in the false making or altering of a written instrument to the prejudice of another's rights with the intent to defraud.

And the Court tells the jury that unless the Commonwealth has shown beyond a reasonable doubt that Mrs. Hinton neither expressly nor impliedly authorized accused to fill in said note in the manner and amount in which he filled in said note, then they should find him not guilty.

HWB



The Court instructs the jury that the law presumes every person charged with crime to be innocent until his guilt is established by the Commonwealth beyond a reasonable doubt, and this presumption of innocence goes with the accused through the entire case, and applies at every stage thereof; and if, after having heard all the evidence in this case the jury have a reasonable doubt of guilt of the accused upon the whole case, or as to any fact essential to prove the charge made against him in the indictment, it is their duty to give the prisoner the benefit of the doubt, and find him not guilty.

HWB





The court instructs the jury that if they believe from the evidence beyond a reasonable doubt that the accused without authority, filled out a promissory note for nine hundred fifty dollars, signed by Lucy Hinton, when he had only been authorized by her to fill out said note for one hundred twenty-five dollars, and that he afterwards attempted to utter and employ as true and genuine, said note, with intent as charged in the indictment, then they should find the accused guilty of forgery and of attempting to utter a forged instrument as charged in the two counts in the indictment.

Done, this 11<sup>th</sup> day of September 1931  
H. W. Bestman judge





The Court instructs the jury that the offense of forgery consists in the false making or altering of a written instrument to the prejudice of another's rights with the intent to defraud.

And the Court tells the jury that unless the Commonwealth has shown beyond a reasonable doubt that Mrs. Hinton neither expressly nor impliedly authorized accused to fill in said note in the manner and amount in which he filled in said note, then they should find him not guilty.





COMMONWEALTH

V

CHARGE TO THE JURY

T. S. YEAGER

If you find the accused, T. S. Yeager, not guilty, you will say so and no more.

If you find him guilty, as charged in the indictment, then you will say so and fix his punishment by confinement in the penitentiary for a period of not less than two years nor more than ten years, or in your discretion, by confinement in jail for a period of not less than six months nor more than twelve months.





The Court instructs the jury that the law presumes every person charged with crime to be innocent until his guilt is established by the Commonwealth beyond a reasonable doubt, and this presumption of innocence goes with the accused through the entire case, and applies at every stage thereof; and if, after having heard all the evidence in this case the jury have a reasonable doubt of guilt of the accused upon the whole case, or as to any fact essential to prove the charge made against him in the indictment, it is their duty to give the prisoner the benefit of the doubt, and find him not guilty.



The court instructs the jury that if they believe from the evidence beyond a reasonable doubt that the accused without authority, filled out a promissory note for nine hundred fifty dollars, signed by Lucy Hinton, when he had only been authorized by her to fill out said note for one hundred twenty-five dollars, and that he afterwards attempted to utter and employ as true and genuine, said note, with intent as charged in the indictment, then they should find the accused guilty of forgery and of attempting to utter a forged instrument as charged in the two counts in the indictment.





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.....

.....

Index to testimony taken in the  
Circuit Court of Rockingham  
County, Virginia, July 13, 1931,

in the case of Commonwealth vs. T. S. Yager.

Testimony of

Mrs. Lucy E. Henton, .....	Pages	1--3; 27;
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Mr. Frank C. Hoover, .....	"	7-11;
Mr. J. O. Stickley, .....	"	11-12;
Mr. E. R. Lincoln, .....	"	12-13;
Mr. C. K. Switzer, .....	"	13-14;
Mr. B. H. Arey, .....	"	14-15;
Mr. R. E. Tutwiler, .....	"	15-16;
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.....

.....



Index to testimony taken in the  
 Circuit Court of Rockingham  
 County, Virginia, July 13, 1931.

In the case of Commonwealth vs. T.S. Yager.

Testimony of

Mr. James B. Henton	.....	Pages 1-3; 27;
Mr. William B. Henton	.....	3-7;
Mr. Frank C. Henton	.....	7-11;
Mr. J. C. Henton	.....	11-13;
Mr. W. B. Henton	.....	13-15;
Mr. C. R. Henton	.....	15-16;
Mr. A. H. Henton	.....	16-18;
Mr. H. B. Henton	.....	18-19;
Mr. William Henton	.....	19-21;
Mr. Charles B. Henton	.....	21-23;
Mr. T. S. Yager	.....	23-25;
Mr. Henton re-called	.....	25.



T. S. Yager

Ads.

Commonwealth of Virginia

The following evidence on behalf of the plaintiff  
and of the defendant, respectfully, as hereinafter denoted,  
is all the evidence taht was introduced on the trial of  
this case

E. S. Jager

188

Commonwealth of Virginia

The following evidence on behalf of the plaintiff  
and of the defendant, respectively, as hereinafter stated,  
is all the evidence that was introduced on the trial of  
this case



Commonwealth

vs.

T. S. Yager.

Transcript of testimony taken in above styled case  
in the Circuit Court of Rockingham County, Virginia, on Monday,  
July 13, 1931.

Present, Mr. D. W. Earman, representing the Commonwealth,  
Mr. Chas. A. Hammer, representing the defendant,

testimony  
Before the calling of the witnesses was taken, Mr. Hammer  
asked the Court to require the Commonwealth's Attorney to  
elect which of the charges he would try the defendant upon, as  
there were two separate offences named. The Commonwealth's At-  
torney stated that the defendant would be tried on both counts  
and indictments, if the Court pleased. This being allowed by the  
Court, the defendant, by counsel, excepted to the action of the  
Court.

Mrs. Lucy E. Henton, being first duly sworn, examined by  
Mr. Earman, Commonwealth's Attorney, testified.

Q You are Mrs. Lucy E. Henton? A Yes sir.

Q How old are you?

A Between seventy-five and eighty. I don't know exactly.

Q You live right beyond Keezletown, I believe, about two or  
three miles north of Keezletown?

A Yes sir, about two miles, or a mile and a half from Keezle-  
town.

Q You are a widow lady? A Yes sir.

Q And you own a farm in that community? A Yes sir.



Exhibit  
No.  
1-1000

Transcript of testimony taken in above styled case  
in the Circuit Court of Rockingham County, Virginia, on Monday,  
July 13, 1931.

Present, Mr. D. W. Barker, representing the Commonwealth,  
Mr. James A. Hunter, representing the defendant.

Testimony  
Before the calling of the witnesses was taken, Mr. Hunter  
asked the Court to require the Commonwealth's Attorney to  
show what of the charges he would try the defendant upon, as  
there were two separate charges asked. The Commonwealth's At-  
torney stated that the defendant would be tried on both counts  
and indictments, if the Court pleased. This being allowed by the  
Court, the defendant, by counsel, excepted to the action of the  
Court.

Mr. J. B. Hunter, being first duly sworn, examined by  
Mr. Barker, Commonwealth's Attorney, testified.

Q You are Mr. J. B. Hunter? A Yes sir.

Q How old are you?

A Between twenty-five and thirty. I don't know exactly.

Q You live right beyond Rockingham, I believe, about two ex-

three miles north of Rockingham?

A Yes sir, about two miles, or a mile and a half from Rock-

ingham.

Q You are a single lady? A Yes sir.

Q And you own a farm in that community? A Yes sir.



Q I believe you are running this farm yourself, or have been trying to, for the last few years?

A Yes sir, for the last three or four years.

Q Do you know this man Yager?

A I know him from what I saw of him at my daughter's.

Q Your daughter lived in Harrisonburg? A Yes sir.

Q And he boarded at your daughter's? A Yes sir.

Q Did you sign a note and turn it over to him?

A Yes sir, he heard me speak about wanting some horses. He frequently said something about getting the horses himself. I had another man looking at some horses, and he was a farmer, and I thought he would know more about the horses than Mr. Yager did. He got the horses for me, and I had to have \$125.00. Mr. Yager came into the kitchen one morning, and showed my daughter a telegram that he had got from Pennsylvania, and he said he would have nine hundred dollars deposited in his bank in Pennsylvania by the 6th of April. And I asked him then if he would loan me \$125.00, and he said he would. He offered in the first place to loan me \$125.00; told my daughter to show me the telegram that he had received. He came down then one morning in a big flurry. Had his hat and overcoat on, said I should sign the note, and he would get the money for me in a few days; that he was going to Pennsylvania the next morning at five o'clock; would be back that night; that he would have the money for me; we should leave the house open for him.

Q Do you know on what bank it was drawn?

A On his Pennsylvania Bank.

Q And he was to fill it out for how much?

A For \$125.00. I didn't feel able to borrow any more than that at that time; in fact, I thought I would not need any more than that.

Q Did you think you could get the horses for that? Did he ever bring you the \$125.00 back? A No sir.







Q Did he ever return the note? A No sir.

Q What became of it?

A His wife 'phoned down that if we would release Mr.Yager --  
Mr.Hammer: I object.

Q Did he stay here, or go away?

A Went away. Never saw him any more after that. Then he sent  
us a special delivery letter. I reckon I can sepak of that.

Q Who sent you a special delivery?

A Mr.Yager, I think.

Mr.Hammer: I object.

The Court: Written by Mrs.Yager?

Witness: Written by Mrs.Yager, and had her name  
signed to it.

Q You never say him after that? A No sir.

Mr.Barman: That is all; you can take the witness.

Witness dismissed.

Mr.William H.Byrd, another witness on the same behalf,  
being first duly sworn, examined by Mr.Barman, testified.

Q You are Mr.Wm.H.Byrd, Cashier of The First National Bank  
in this city? A Yes sir.

Q Do you know the accused here, Mr.T.S.Yager?

A I met him on one occasion, yes sir.

Q Did he offer a note at your bank for the purpose of having  
it discounted?

A He offered a note as collateral for a loan.

Q Just state to the jury the circumstances in connection with  
his offering that note.

The Court: It is assumed that it was signed by T.S.  
Yager.







Witness: Yes sir.

Q Whose note was it?

A The note is signed by Lucy E. Henton, for \$950.00.

Q Do you recall when that was?

A I don't recall definitely, but I do recall that it was within 48 hours from the time the note was dated.

Q Did he say how he obtained this note?

Objection by Mr. Hammer; overruled.

A I questioned Mr. Yager as to how he had secured the note, and he told me that he had loaned Mrs. Henton that amount of money. I asked why he should have made her such a loan within the time that he needed the money himself. He answered by saying that he was expecting a check from the Veterans' Bureau for fifty per cent. of the amount of his adjusted compensation certificate which had apparently been delayed. His application for the two hundred dollars was not for the benefit of Mrs. Henton, he stating that he had turned over the \$950.00 to Mrs. Henton to meet obligations that she wanted to take care of. He wanted to borrow the money to take up a draft that was held by our bank, with the title to an automobile attached to it, and had been held for some days. The bank in Pennsylvania, through whom the draft was forwarded to us, had traced the item several times, wanting to know why it was not taken up. And that is what he asked the two hundred dollars for.

Q Did you have this note in your actual possession, Mr. Byrd?

A Yes sir, Mr. Yager left it with me, I should judge, between two-thirty and three o'clock one afternoon, and came back the next morning to get the answer as to whether he could get the money.

Q Any doubt in your mind as to the amount of the note?

A I didn't question the amount at all.

Q It was for \$950.00? A It was for \$950.00.

Q Did he say anything about wanting the money for the horses



Q Yes sir.

Q Whose name was it?

A The note is signed by Mrs. E. H. Henton, for \$250.00.

Q Do you recall when that was?

A I don't recall definitely, but I do recall that it was within 48 hours from the time the note was dated.

Q Did he say how he obtained this note?

A Objection by Mr. Henson; overruled.

Q I questioned Mr. Henson as to how he had secured the note, and he told me that he had loaned Mrs. Henton that amount of money. I asked why he should have made her such a loan within the time that he needed the money himself. He answered by saying that he was expecting a check from the Hentons' house for \$100 per month of the amount of his adjusted compensation certificate which had apparently been delayed. His explanation for the two hundred dollars was not for the benefit of Mrs. Henton, he stated that he had loaned over the \$250.00 to Mrs. Henton to meet obligations that she wanted to take care of. He wanted to borrow the money to take up a draft that was held by our bank, with the title to an automobile attached to it, and had been held for some days. The bank in Pennsylvania, through whom the draft was forwarded to us, had treated the item several times, wanting to know why it was not taken up. And that is what he asked the two hundred dollars for.

Q Did you have this note in your actual possession, Mr. Henson?

A Yes sir, Mr. Henson left it with me, I should judge, between two-thirty and three o'clock one afternoon, and once again the next morning to get the answer as to whether he would get the money.

Q Any doubt in your mind as to the amount of the note?

A I didn't question the amount at all.

Q It was for \$250.00? A It was for \$250.00.

Q Did he say anything about wanting the money for the house?



for Mrs.Henton?

A Didn't refer to it at all. He wanted the money to take up this draft.

Q Do you remember what bank it was drawn on?

A It was on a Pennsylvania form note, but I don't remember what bank.

Cross-examination by Mr.Walker.

XQ What was the date of the note?

A I don't remember the exact date, but it was within 48 hours of the time it was presented to me. I remember that, because of thinking that it was strange that he should make a loan for that amount and within that short a period offer the note for collateral.

XQ What month was it in?

A My recollection, sir, is that the note was dated the 30th or 31st of March, and that it was presented a day or two after that, but I could not be positive about that.

XQ Who was it made payable to?

A Made payable to T.S.Yager.

XQ That is the defendant here? A Yes sir.

Mr.Hammer: Do you remember how long after date it was due? Witness: No sir, I do not.

XQ Mr.Walker continuing; And it was approximately 48 hours after the date?

A Within forty-eight hours. My impression at the present time is that it was within twenty-four hours, but I could not be positive about that.

XQ Is it your impression that it was handed to you on the first day of April?

A Either the 31st of March or the first of April.

XQ You wont undertake to say?

A I don't know which day it was. I believe with the calendar of those two months I could tell you. (After looking at a calendar);







No, I can't tell from that. I don't know, sir.

XQ You say you submitted this note to the Board of Directors?

A To a discount committee. Their regular time of meeting is Friday afternoon, but they often meet at other times.

Mr.Hammer: You have a discount committee that acts at other dates?

Witness: Other dates, yes sir.

XQ Mr.Walker continuing: You just can't say whether it was the 1st of April or the 31st of March?

A No sir; wouldn't attempt to say.

XQ When he explained to you how he came into possession of this note, you did question his explanation? A Yes sir.

XQ Did he undertake to change his explanation?

A He stuck to it. He had an answer right on the bat, that he was expecting this money from the Veterans' Bureau. At that time, the loans were \_\_\_\_\_ at fifty per cent. of their face value, and were being paid on that basis, although very few of the checks had come through at that time.

XQ You didn't say anything to Mrs.Henton about this at the time, did you? A No sir, I did not.

XQ Do you remember how long this note was made payable after date? A I do not.

XQ Do you remember whether it was a demand note?

A No sir, I don't remember that.

XQ Did he hand you any other papers at the same time he handed you the note? A No sir.

XQ Didn't hand you a letter from Mr.Hammer? A No sir.

XQ He didn't even assign the collateral form note?

A He offered this as collateral, and, if agreeable to us to accept, he would come in the next day and sign the collateral.

XQ Do you know whether he had endorsed the collateral note, in person, the note that he offered in collateral? A I don't know.







I don't know that he had endorsed it, don't remember.

Mr.Earman: The note was a negotiable note?

Witness: Yes sir.

Witness dismissed.

Mr.Frank C.Hoover, another witness introduced on the same behalf, being first duly sworn, was examined by Mr.Earman, and testified.

Q You are Mr. Frank C.Hoover? A Yes sir.

Q You live where? A At Broadway.

Q And what is your business?

A Retail motor truck sales.

Q Do you know the accused, T.S.Yager? A Yes sir.

Q State whether he offered to you, in exchange for a truck, a note of Lucy E.Henton's for \$950.00? A Yes sir.

Q Do you recall about when that was?

A In the first part of April, that he offered it to me in my office at Broadway.

Q Just what did he say with reference to this note? What were the circumstances with respect to the trade?

A He wanted to trade this note to me for a \_\_\_\_\_ Dunn motor truck, and offered this note as settlement for the truck.

Q What did he say he wanted with it?

A He said his brother wanted this truck, I believe he said he lived over in Orange County.

Q Was it a T truck? A T-15, that quality.

Q A He asked for T-15; he knew our line. He had formerly been employed, I think, by one of our dealers.

Q Didn't say anything about wanting to get some horses for Mrs. Henton? A No sir. He said he wanted it for his brother.

Q How far is Broadway from Harrisonburg?

A 16(?) miles by way of the Valley Pike.







Cross-examination of witness by Mr. Walker.

XQ You knew that this man sold trucks, himself? A Yes sir.

XQ What price truck was he selling at that time?

A Higher prices than ours; some of the models were considerably higher.

XQ You weren't surprised then, were you, that he wanted to buy a higher priced model for his brother?

A Very much surprised. I asked him why he didn't furnish his brother one of his own trucks.

XQ What did your trucks sell for?

A Somewhere around nine hundred dollars.

Mr. Hammer: Good demand for a high-priced truck?

Objection by Mr. Earman.

XQ Mr. Walker continuing: Did you think it was strange that he should be in the market for a higher priced truck for his brother?

A I knew that he had some lower priced trucks than three or four thousand dollars.

XQ Didn't you know, as a matter of fact, that \$3,400.00 is the lowest priced truck these people make?

A No sir, I did not.

XQ Well, if that is true, then you are sadly mistaken? Then your suspicions were ill-founded? A Yes sir.

XQ Have you ever looked these prices on this truck up, in the Commercial Law Journal, etc.?

A I think have at times, yes sir. I looked them over in our July issue.

XQ Have you ever seen them quoted at lower prices than \$3,400.00?

A I couldn't say.

XQ In other words, you don't know? A No sir. I was pretty sure he had a car cheaper than \$3,400.00, and I think so now. I couldn't say that positively. We look more closely to those we are







in serious competition with.

XQ He wanted to buy a truck for his brother? A Yes sir.

XQ And he ascertained the price of it, and asked you if you would take this note? A Yes sir.

XQ Did you notify Mrs.Henton? A No sir. Mrs.Henton's daughter called me later. She called me some time about the time this came up, - Mrs.Henton's daughter. I have never met the lady. Have never met any of them.

XQ There was nothing that arose that caused you to get in touch with them? A No sir.

XQ All right, why didn't you take this note then?

A I didn't want it.

XQ Why didn't you want it? That is what I am trying to find out?

A I didn't think it was a good note. I looked on it with some suspicion.

XQ If the note had been in part payment of the truck, instead of full payment, you would have taken it, wouldn't you?

A That depends on the note. I try to be just as careful as I can about those things.

XQ If it had been offered in part payment, you would have taken it?

A Not this note, no sir.

XQ Why then, did you state in your preliminary hearing? "I do take notes. I didn't want to take a note for the full amount. If it had been in part payment, I suppose I would have taken it."

A If I had known the parties and all the circumstances, I probably would have.

XQ Did you make this statement? A I probably did. If I had known all the circumstances, I probably ~~have~~ would have been willing.

XQ You didn't make that statement before, did you?

A I probably did not.







Mr. Earman: What price truck did he want to get?

Witness: In the neighborhood of nine hundred dollars.

Mr. Earman: Do you recall what time of day he was there?

Witness: Saturday afternoon. He called up and made an engagement with me.

Mr. Earman: Did he have a letter from Mr. Hammer?

Objection by Mr. Walker: Objection overruled; exception.

Mr. Earman: I want to know from this witness whether a letter from Mr. Hammer was showed him then, stating the value of the Henton property and what liens were on it.

Witness: Yes.

A further cross-examination of witness was conducted by Mr. Hammer.

XQ Is the copy I am handing you a copy of the letter that he showed you?

A To the best of my knowledge, that is a copy.

XQ Just read that, please sir.

A (Reading):

"March 25, 1931.

Mr. T. S. Yager,  
Harrisonburg, Virginia,

My dear Sir:

An examination of the record touching the real estate owned by Lucy <sup>E.</sup> Henton shows that the property is mortgaged for Twenty seven hundred dollars to The Federal Farm Loan Bank. This mortgage was placed upon the property in 1922 and she has therefore paid about eight years in interest, totaling \$1404.00, which is apportioned to the principal and the interest in accordance with the Federal Farm Loan Act.

There is also placed upon the property a second lien thereon, a deed of trust to Ward Swank, Trustee, securing







unto Mr. Bradley a note of \$875.00.

The farm is located to the northeast of Keezeltown and contains 264 acres. This was purchased by Mrs. Henton or by Mr. Bradley for Mrs. Henton at a price of \$1750.00 over and above the lien upon the property in favor of the Farm Loan at the time the sale was made, the purchaser assuming the payment of the lien on the farm to the Federal Farm Loan Bank and Mrs. Hinton assuming this payment when the property was transferred to her.

Very truly yours,

CHAS. A. HAMMER "

Witness dismissed.

Mr. J. O. Stickley, another witness introduced on the same behalf, being first duly sworn, examined by Mr. Earman, testified.

- Q You are Mr. J. O. Stickley? A Yes sir.
- Q Mr. Stickley, what is your business?
- A The farming implement business and trucks.
- Q Farming implements and trucks? A Yes sir.
- Q You do business here in the City of Harrisonburg? A Yes sir.
- Q Do you know Yager, the accused?
- A I met him at the time that you will probably refer to later. I knew of him prior to that, but I didn't meet him until he come to our place of business about that date.
- Q You know Mrs. Lucy E. Henton, do you not? A Yes.
- Q Did he want to exchange you her note for \$950.00 for a truck? A Yes sir.
- Q Did you see the note? A Yes sir.
- Q Did you have it in your possession? A Yes sir.
- Q Any doubt in your mind about the amount of the note?
- A No sir.



into Mr. Bradley a note of \$2500.00.

The farm is located in the northeast of Des Moines and contains 240 acres. This was purchased by Mr. Bradley in 1910 for \$1750.00 and above the lien upon the property in favor of the farm loan at the time the sale was made, the purchaser assuming the payment of the lien on the farm to the Federal Farm Loan Bank and Mrs. Hinton assuming this payment when the property was transferred to her.

Very truly yours,

CHAR. A. HANSEN

Witness my hand.

Mr. J. C. Bradley, another witness interviewed on the same date, being first duly sworn, deposes and testifies:

Q You are Mr. J. C. Bradley? A Yes sir.  
Q Mr. Bradley, what is your business?  
A The farming implement business and trucking.  
Q Farming implements and trucks? A Yes sir.  
Q You do business here in the City of Des Moines? A Yes sir.  
Q Do you know Roger, the accused?  
A I met him at the time that you will probably refer to later.  
Q I know of him prior to that, but I didn't meet him until he came to our place of business about that date.  
Q You know Mrs. Mary J. Hinton, do you not? A Yes.  
Q Did he want to exchange your car note for \$2500.00 for a truck? A Yes sir.  
Q Did you see the note? A Yes sir.  
Q Did you have it in your possession? A Yes sir.  
Q Did you have in your mind about the amount of the note?  
A No sir.



Q Did you make a copy of it?

A I started to make a copy of it. When Mr. Yager presented the note, I told him I would make some inquiry as to the security, and started to make a copy of it. And he said, "Just take the note." And I didn't finish the copy then, so, in taking the note, I told him I would take the note if he would go with me, which he did, and an hour or two later I had a report on the note as to the security value of it.

Q What kind of truck did he want?

A He wanted a light truck.

Q Did he say what for?

A I think he said that his brother or some of his family had some lumber to market, at least he had a customer for a truck in a class that he didn't have.

Cross-examination of witness was conducted by Mr. Hammer.

XQ As a matter of fact, when you got the note, you received the report later on from Mr. Swank, your attorney, and, on the strength of his report, you declined to make the deal?

A Yes sir.

XQ You said you started to make the memorandum of the note when he said, "Take the note." Then did both you and he go down to Mr. Swank's together?

A Yes sir, he said, "Take the note," so I didn't complete the copy.

XQ Did you leave the note with Mr. Swank,-- anyway, you all went away, and Mr. Swank later made the report? A Yes sir.

Witness dismissed.

Mr. E. R. Lincoln, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Earman.--



Q Did you make a copy of it?  
A I started to make a copy of it. When Mr. Barker presented  
the note, I told him I would make some inquiry as to the security  
and started to make a copy of it. And he said, "Just take the  
note." And I didn't finish the copy then, so, in taking the note,  
I told him I would take the note if he would go with me; which  
he did, and an hour or two later I had a report on the note as to  
the security value of it.

Q What kind of truck did he want?  
A He wanted a light truck.  
Q Did he say what for?  
A I think he said that his brother or some of his family  
had some money to make, at least he had a customer for a truck  
in a place that he didn't have.

Q Now, examination of witness was conducted by Mr. Barker.  
Q As a matter of fact, when you got the note, you received  
the report later on from Mr. Barker, your attorney, and, on the  
strength of his report, you declined to make the deal?  
A Yes sir.

Q You said you started to make the memorandum of the note  
when he said, "Take the note." Then did both you and he go down  
to Mr. Barker's together?  
A Yes sir, he said, "Take the note," so I didn't complete  
the copy.

Q Did you leave the note with Mr. Barker,-- anyway, you all  
went away, and Mr. Barker later made the report. A Yes sir.  
Witness Standish.

Mr. E. J. Lincoln, another witness introduced on the case  
before; being first duly sworn, testified.  
--Direct examination was conducted by Mr. Barker--



Q You are Mr.E.R.Lincoln? A Yes sir.

Q Until quite recently, you were identified with the Kavanaugh Garage in this city? A Yes sir.

Q Do you know the accused? A Just met the gentleman.

Q State whether or not he wanted to exchange a note to you of Mrs.Lucy E.Henton's for a Plymouth automobile?

A He came down to the garage and wanted to buy an automobile. He liked the Plymouth, and he wanted to know how cheap I would sell him one, and in turn he offered me in payment for the car a note of \$950.00. He said it was Mrs.Lucy E.Henton's.

Q Did you make the exchange? A No sir.

Q What was the selling price of that car at that time, do you remember? A \$710.00. He wanted cash for the difference.

Q Did he say what he wanted with the car? A That wasn't discussed.

Q You didn't get that far? A No sir.

Mr.Hammer: If he had gotten the cash, he would have gotten about the price of two horses, wouldn't he?

Witness dismissed.

Mr.C.K.Switzer, another witness introduced on the same behalf, being first duly sworn, testified.

-- Direct examination was conducted by Mr. Barman.--

Q You are Mr.C.K.Switzer, and are doing business, I believe, at the Kavanaugh Garage? A Yes sir.

Q Did the accused, T.S.Yager, offer you a note of Mrs.Henton's in exchange for an automobile? A Yes sir.

Q Were you and Mr.Lincoln both present?

A I was present one time, and Mr.Lincoln at the other time. I think I saw him in the afternoon, and Mr.Lincoln in the morning.

Q He came to see you in the afternoon, and the next day went to see Mr.Lincoln? A Yes sir.

Q What did you tell him?

A Identically the same thing that Mr.Lincoln did. I think it







was a matter of co-incidence that he happened to see me one time and Mr. Lincoln the other.

Witness dismissed.

Mr. B. H. Arey, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Earman.--

Q You are Mr. B. H. Arey, and you work for the Ford automobile people here in the City of Harrisonburg? A Yes sir.

Q In what capacity?

A Acting as Secretary and Treasurer.

Q Do you know the accused, T. S. Yager?

A I met him on one occasion, yes sir.

Q Did he, or not, want to exchange with you, for an automobile, a note of Mrs. Lucy B. Henton? A Yes sir.

Q Do you remember the amount of the note?

A Something over nine hundred dollars. I don't remember the exact amount.

Q What kind of automobile did he want?

A He wanted to buy a Ford standard coupe.

Q What did they sell for at that time? A \$582.00.

Q Did he say what he wanted with the ~~new~~ car?

A He said he was traveling across mountain roads, and the car that he had was too heavy for him.

Q He had mountain roads to travel?

A That is what he said, yes sir.

Q You recall when this note was payable? A No sir, I do not.

Q Did you see the note? A I saw the note, yes sir.

Q Do you recall when that was, Mr. Arey?

A I don't know the date. It was some time in early spring.

Cross-examination of witness was conducted by Mr. Walker.

XQ What kind of car did he have, when he came out there?







A He told me he had a Buick.

XQ You didn't see it? A No sir.

XQ You don't know whether he had any, at all, or not? A No sir.

XQ That is the only time you ever saw him? Did you read the note?

A No sir, he held it open in his hand, and I took the name down.

XQ What was the amount?

A Something over nine hundred dollars.

XQ You read the note, then?

A I suppose I did.

XQ What was the date of it? A I don't remember.

XQ Was it payable on demand, or was it payable thirty days after date?

A I don't remember that.

XQ What bank was it drawn on?

A On a Pennsylvania bank, but I don't remember that.

XQ In other words, it didn't make much impression on you, one way or the other?

A The way that he wanted the transaction, it did not.

XQ Did he offer to trade his other car in?

A No sir, he said he wanted to buy a car straight out. He asked me how much I would take off for a straight sale.

XQ Did he ask you if you would give him the balance in cash?

A Yes sir.

XQ He seemed to think the note was perfectly good? A Yes sir.

XQ He wasn't trying to sell it at a discount? A No sir.

Witness dismissed.

Mr. R. E. Tutwiler, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Earman.--

Q You are Mr. Rylin (?) E. Tutwiler? And you are connected with



Q He told me he had a check.  
 A Yes, didn't you say? A Yes sir.  
 Q You don't know whether he had any, or not? A No sir.  
 Q That is the only time you ever saw him? And you told me  
 after that.  
 A No sir, he held it open in his hand, and I took the money  
 down.  
 Q What was the amount?  
 A Something over nine hundred dollars.  
 Q You read the note, then?  
 A I suppose I did.  
 Q What was the date of it? A I don't remember.  
 Q Was it payable on demand, or was it payable thirty days  
 after date?  
 A I don't remember that.  
 Q What bank was it drawn on?  
 A On a Birmingham bank, but I don't remember that.  
 Q In other words, is didn't make much impression on you, and  
 why on the other?  
 A The way that he wanted the transaction, it did not.  
 Q Did he offer to trade his other car in?  
 A No sir, he said he wanted to buy a car straight out. He  
 asked me how much I would take off for a straight sale.  
 Q Did he ask you if you would give him the balance in cash?  
 A Yes sir.  
 Q He seemed to think the note was perfectly good? A Yes sir.  
 Q He wasn't trying to sell it as a discount? A No sir.  
 Witness identified.  
 Mr. E. E. Whitaker, another witness introduced on the same  
 behalf, being first sworn, testified.  
 --Direct examination was completed by Mr. Whitaker.--  
 Q You are Mr. R. L. (?) E. Whitaker? And you are connected with



the Tutwiler Motor Company in the City of Harrisonburg? A Yes sir.

Q Did he offer you a note of Lucy E. Henton's for \$950.00, in payment of an automobile? A Yes sir. He offered me a note, something over nine hundred dollars, I don't remember the amount.

Q What kind of automobile? A Essex sedan.

Q How much did it sell for, at that time? A \$865.00.

Q What did he say he wanted with the automobile?

A Wanted it for his wife.

Witness dismissed.

Mrs. Wilma Dewey, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination by Mr. Earman.--

Q You are Mrs. Wilma Dewey, a daughter of Mrs. Lucy E. Henton?

A Yes.

Q Did you witness your mother's signature to this note?

A Yes sir, after she had signed it.

Q Do you know for what amount the note was to be filled out?

A \$125.00.

Q Do you recall the date of the note?

A No sir, I do not, somewhere the last of March, just before we were fixing to move.

Q When did you move?

A We moved the first of April. I was packing up when he came into the room, with the note, to me.

Q Were you and your mother present at the time that you witnessed your mother's signature?

A He came out in the kitchen to Mother, with it, and she signed it, and he brought it in to me, and told me he wanted me to sign it, and I said, "What for?" and he said, "To witness your mother's signature, of course," and told me I was the dumbest thing.



Q The first Motor Company in the City of Baltimore? A Yes.  
Q Did he offer you a note of \$200.00? A Yes, \$200.00.  
Q In payment of an automobile? A Yes sir. He offered me a note.  
Q Something even like hundred dollars, I don't remember the amount.  
Q What kind of automobile? A Essex sedan.  
Q How much did it sell for, at that time? A \$385.00.  
Q What did he say he wanted for the automobile?  
A Wanted it for his wife.  
Q Witness dismissed.  
Q Mrs. John Perry, another witness interested in the case.  
Q Being first only sworn, testified.  
Q Direct examination by the court.  
Q You are Mrs. John Perry, a daughter of Mrs. Mary A. Perry?  
A Yes.  
Q Did you witness your mother's signature to this note?  
A Yes sir, after she had signed it.  
Q Do you know for what amount the note was to be filled out?  
A \$125.00.  
Q Do you recall the date of the note?  
A No sir, I do not, somewhere the last of March, just before  
we were fixing to move.  
Q When did you move?  
A We moved the first of April. I was packing up when he  
came into the room with the note to me.  
Q Were you and your mother present at the time that you witnessed your mother's signature?  
A He came out in the kitchen to Mother, when it was done  
signed it, and he brought it in to me, and told me he wanted me to  
sign it, and I said, "What for?" and he said, "To witness your  
mother's signature, of course," and told me I was the dumbest thing.



Q After he had gotten this note, did you say anything about it later?

A Yes, on several occasions. I asked him one time if he had heard anything about it, and he said the people at the bank up there wanted a financial statement, and I asked him a number of times if he had heard from them.

Q Do you know anything about why your mother wanted to sign this note? Were you present when the matter was discussed by your mother?

A She was talking at the breakfast table one morning; said she wanted some money to buy these horses, and Mr. Yager offered to loan her the money; he said, "I will just let you have it. I will be here for a while. I am staying here with your daughter."

Witness dismissed.

Mr. Barman: Commonwealth rests, Your Honor, please.

Mr. Barman: Your Honor, please, I would like to ask Mr. Fawley just one question.

Mr. Charles R. Fawley, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination by Mr. Barman.--

Q You are Mr. Charles R. Fawley, Sheriff of Rockingham County?

A Yes sir.

Q A capias for the arrest of the accused was placed in your hands, was it not? A Yes sir.

Q Where was he apprehended?

A He was apprehended in Pennsylvania. I have some telegrams. Altoona, Pennsylvania.

Q and he was brought back to this State by extradition?

A He was, by Mr. Cooper, a deputy sheriff.

Mr. Hammer: He came back voluntarily, did he not?

Witness: He agreed to come back; but I sent Mr. Cooper up



Q After he had gotten this note, did you say anything about

it later?

A Yes, on several occasions. I asked him one time if he had

heard anything about it, and he said the people at the bank up

there wanted a financial statement, and I asked him a number of

times if he had heard from them.

Q Do you know anything about why your mother wanted to sign

this note? Were you present when the matter was discussed by your

mother?

A She was talking at the breakfast table one morning; said

she wanted some money to buy these horses, and Mr. Taylor offered to

loan her the money; he said, "I will just let you have it. I will

be here for a while. I am staying here with your daughter."

Witness continued.

Mr. Hanson: Commencement made, Your Honor, please.

Mr. Hanson: Your Honor, please, I would like to ask Mr.

Taylor just one question.

Mr. Charles R. Taylor, another witness introduced on the same

behalf, being first duly sworn, testified.

--Direct examination by Mr. Hanson--

Q You are Mr. Charles R. Taylor, Sheriff of Rockingham County?

A Yes sir.

Q A copy for the arrest of the accused was placed in your

hands, was it not? A Yes sir.

Q There was no apprehension?

A He was apprehended in Pennsylvania. I have some telephone

records, Pennsylvania.

Q And he was brought back to this State by extradition?

A He was, by Mr. Cooper, a deputy sheriff.

Mr. Hanson: He came back voluntarily, did he not?

Witness: He agreed to come back, but I sent Mr. Cooper up



after him.

Witness dismissed.

Mr. T.S.Yager, the defendant, introduced in his own behalf, being first duly sworn, testified.

--Direct examination by Mr.Walker.--

Q State your name to the stenographer. A T.S.Yager.

Q You are the defendant in this case? A Yes sir.

Q How old are you? A Thirty-five.

Q Where were you raised? A In Culpeper County, Virginia.

Q Where do you live now? A In Altoona, Pennsylvania.

Q When did you go to Altoona, Pennsylvania?

A I don't remember. Possibly two months ago, a little over. I am not positive. I think I have some papers that I could check on and possibly give you the exact date.

Q In other words, you were there when this warrant was served on you? A In Altoona, Pennsylvania.

Q Your wife lived in Altoona, Pennsylvania, and that is the reason you were up there at that time? A Yes sir.

Q Then you are a married man? A Yes sir.

Q You say you are thirty-five years old? A Yes sir.

Q You are a war veteran? A Yes sir.

Q What service did you see?

Mr.Barman: I object to it as being immaterial. Objection sustained.

Mr.Walker: It has been testified here by the Commonwealth's witnesses that he was a veteran and had this bonus coming to him. Just go ahead and tell the jury briefly.

A 314th Field Artillery, Battery D, 80th (?) Division, twelve months' foreign service.

Q And at the time referred to you did have this bonus certificate? A Yes sir.



after this.

Witness examined.

Mr. E. B. Tabor, the defendant, introduced in his own behalf.

Exhibit first duly sworn, testified.

--Direct examination by Mr. Tabor--

Q State your name to the stenographer. A E. B. Tabor.

Q You are the defendant in this case? A Yes sir.

Q How old are you? A Thirty-five.

Q Where were you reared? A In Colquhoun County, Virginia.

Q Where do you live now? A In Alabama, Pennsylvania.

Q When did you go to Alabama, Pennsylvania?

A I don't remember. Possibly two months ago, a little over.

I am not positive. I think I have some papers that I could check.

Q And possibly give you the exact date.

A Yes, in other words, you want to know when this witness was sworn.

Q He went to Alabama, Pennsylvania.

A Your wife lived in Alabama, Pennsylvania, and that is the

reason you were up there at that time? A Yes sir.

Q Then you are a married man? A Yes sir.

Q You say you are thirty-five years old? A Yes sir.

Q You are a war veteran? A Yes sir.

Q What service did you see?

Mr. Tabor: I object to it as being immaterial. Objection

sustained.

Mr. Tabor: It has been testified here by the Commonwealth's

witnesses that he was a veteran and that this seems coming to him. That

he should not tell the jury nothing.

A When this witness, Henry D. Bess (?) testified.

twelve months' service.

Q And at the time referred to you did have this service certificate?

Testify A Yes sir.



Q And since that time you have received payment of it?

A Yes sir.

Q When did you come to Harrisonburg prior to this matter about which you are being tried?

A The first of December, 1930.

Q Where did you live while you were in Harrisonburg?

A With Miss Tracy Henton on South Mason Street.

Q Who is Miss Tracy Henton? A Mrs. Henton's daughter.

Q A daughter of Mrs. Lucy Henton? A Yes sir.

Q Did they move prior to the signing of this note, or subsequent?

A They moved before the note was signed. Mrsx

Q Mrs. Dewey testified a while ago that this note was signed just before they moved. Is that correct or incorrect? A Incorrect.

Q Where was it signed? Where is the location of the house in which it was signed?

A In the suburbs of this city, south.

Q Do you know when they moved out to this house where this note was signed?

A Somewhere in the latter part of March, about the 30th of March, as near as I can remember. It was before April. It was in March.

Q And you had been living with Mrs. Henton's daughter, and had become acquainted with Mrs. Henton during this period from December of last year up to March?

A That's right.

Q I wish you would explain to the jury in your own words the details of this transaction up to the time that you received the note signed in blank.

A Well, I wanted to help her out, to get this team of horses that has been mentioned so many times. I offered to do that for her. Tried the local bank here, as Mr. Byrd testified to.







Q I asked you for the transaction prior to that.

A I don't know that I quite understand you.

Q Explain to the jury why she gave you this note signed?

A To secure money for her to buy a team of horses.

Q Any discussion before that?

A It had been discussed several times, oh, I would say a week before the note was signed.

Q Had you offered to loan her this money?

A I was going to use the note as collateral.

Q Mrs. Henton, as I understand you, understood from you that you were going to use her note as collateral and borrow the money on her note. Is that correct? A That's right.

Q After she had signed this note and delivered it to you, you did go to the bank with it here in Harrisonburg? A Yes sir.

Q And how much money did you try to borrow?

A If I remember correctly, \$200.00; \$175.00 or \$200.00, using that note as collateral.

Q That was your proposition to Mr. Byrd? A Yes sir.

Q What was this two hundred dollars to be used for?

A To buy a team of horses.

Q For whom? A Mrs. Henton.

Q You didn't get the money? A No sir.

Q What did you do next? A I thought the best thing to do was to buy a light duty truck. That is the only means I had of raising this money for her. The bank wouldn't accept the note. I thought possibly I could do that, and sell this truck, and apply the balance on of the note and still have the two hundred dollars, or whatever it was, to buy the team of horses with.

Q That was your intention, then, to buy the truck, sell the truck, take up the note, and have enough left to buy the team of horses

A Yes sir.







- Q Did you have a prospect to buy the truck? A Yes sir.
- Q Who was it? A My brother, \_\_\_\_\_ Yager, of Culpeper.
- Q Failing to do that, what did you do? A I tried to buy a car.
- Q What was your idea in that?
- A The same thing. I thought I could sell the car and still have sufficient money for her, for the horses.
- Q What authority did you have about filling out this note?
- A Whatever amount was needed to use as collateral.
- Q This note was filled out for \$950.00? A Yes sir.
- Q What was the date of the note, do you remember?
- A No, I don't remember exactly. Along about the last of March or the first of April.
- Q And it was a demand note? A Yes sir.
- Q What became of this note?
- A I threw it in the furnace after I got back to Altoona, burned it up.
- The Court: Talk a little louder.
- Witness: I destroyed it. I threw it in the furnace and burned it up.
- Q (Mr. Walker continuing): It is true that you tried to negotiate the note in some way? A That's right.
- Q These witnesses have told the truth, then? A Yes sir.
- Q You ~~were~~ are not denying the fact that these transactions took place? A Not at all.
- Q Is it a fact that Mrs. Dewey, at a date subsequent to the transaction up at the bank, furnished you with the financial statement?
- A Yes sir.
- Q Then you had explained to them that the bank would not take the note? A Yes sir.
- Q And they then furnished you the financial statement? A Yes sir.
- Q They were aware, then, that you did not get it at the bank?
- A Yes sir.







Q She was correct in saying you did come back to get the statement? A Yes sir; she erred in the statement. She showed the Government loan, but she did not show the second mortgage.

Q Had Mrs. Henton purchased the horses prior to the execution of this note, or were they to be purchased in the future?

A I don't know whether she has, or whether she has not.

Q Do you know that she had not, prior to the time she gave the note? A No.

Q Was the conversation brought up any more with reference to who would pick out the horses?

A Yes sir, she said she would let Mr. Palmer<sup>(?)</sup> pick out the horses.

Q Who is he? A I think he is a cattle dealer.

Q Does he live on her farm? A No sir.

Q She didn't want you to pick out the horses? A No sir.

Q Then the sum of \$125.00 as the price of the horses is not correct, is it? There has been is bound to be an error there somewhere, isn't there? A Yes sir.

Q When you were notified by arrest or otherwise in Pennsylvania of this charge against you, did you volunteer to come back?

A I volunteered to come back.

Q Who paid the expenses? A I did.

Q Did you permit the State to be put to any expense in having you brought back here for this trial? A No sir, I paid everything.

Q Did you at any time intend to cheat or defraud or steal any money or anything of value from this woman?

A No sir, I was open and above in everything I did. I did the best I could to secure this money. There wasn't any secret.

Cross-examination of witness was conducted by Mr. Barman.

XQ You filled out the note for \$950.00? A Had it filled out.

XQ Who filled it out? A Mr. Hirsch.







XQ      What Hirsch?    A    Arthur Hirsch.

XQ      You had Arthur Hirsch fill out the note for \$950.00?

A      Yes sir.

XQ      At that time you had a draft down a t the bank on you for two hundred dollars?    A    No sir.

XQ      How much was it?

A      I didn't have a draft at all at that time.

XQ      When did the draft come in, before or afterwards?

A      Afterwards.

XQ      How much was the draft?    A    I don't remember exactly.

XQ      About how much?

A      I don't remember the amount of the draft. I think the amount of the draft, as near as I can tell you, was \$285.00, I am not positive. Between two and three hundred dollars.

XQ      Did you try to sell this note to Mr.Hirsch?

A      Told him what I wanted to use it for, to buy a team of horses.

XQ      He sold horses, didn't he?

A      He sold horses, but he wouldn't take the note.

XQ      It wouldn't take that much to buy the horses, would it?

A      I was going to use it as collateral.

XQ      How did you reach the amount of \$950.00 as being necessary?

A      I thought I was doing right to fill it out for something around one thousand dollars to use it as collateral. I intended to give my own personal note.

XQ      Then why did you want to use the note in payment of an automobile?

A      I thought I was doing the right thing. I knew I could sell an automobile.

XQ      You told this man you were going to get it for your wife? Don't you remember that you told Mr.Tutwiler that you wanted an automobile for your wife,-- an Essex?



Q That receipt? A Yes, receipt.  
Q You had another receipt for the note for \$250.00?  
A Yes sir.  
Q At that time you had a draft down - I was with you for  
two hundred dollars? A No sir.  
Q How much was it?  
A I didn't have a draft at all at that time.  
Q When did the draft come in, before or afterwards?  
A Afterwards.  
Q How much was the draft? A I don't remember exactly.  
Q About how much?  
A I don't remember the amount of the draft. I think the  
amount of the draft, as near as I can tell, was \$250.00. I  
am not positive. Between two and three hundred dollars.  
Q Did you try to tell this note to Mr. Henson?  
A Well, what I wanted to say is that, to say a loan or  
otherwise.  
Q He said Henson, didn't he?  
A He said Henson, but he wouldn't take the note.  
Q It wouldn't take that much to buy the horses, would it?  
A I was going to use it as collateral.  
Q How did you reach the amount of \$250.00 as being necessary?  
A I thought I was doing right to tell it out for something  
around one thousand dollars to use it as collateral. I intended to  
give my own personal note.  
Q Then why did you want to use the note in payment of an  
automobile?  
A I thought I was doing the right thing. I knew I could  
sell an automobile.  
Q You told this man you were going to get it for your wife?  
Q Don't you remember that you told Mr. Henson that you wanted an  
automobile for your wife, as a present?



A I think Mr. Tutwiler is mistaken if he testified that way.

XQ He is mistaken? A Yes sir.

XQ Didn't you tell Mr. Frank C. Hoover that you wanted a truck for your brother, that your brother had some lumber that he wanted to haul?

A I told him a truck. I don't recall telling anything about lumber.

XQ Mr. Hoover is mistaken, too, is he, if he says that you told him about a truck for your brother to haul lumber?

A Yes sir, I would say he was.

XQ Didn't you tell Mr. J. O. Stickley that you wanted a truck for your brother?

A I was going to sell the truck to my brother. She was going to buy the horses. I was going to turn the money over to her. Mr. Palmer was going to get the horses, the money was going to be turned over to Mrs. Henton.

XQ Did you stay there after that?

A Ten or fifteen days, possibly longer, it may have been thirty days.

XQ You had a Buick automobile, didn't you? A Yes sir.

XQ If you were so anxious to help Mrs. Henton, why was it that you didn't sell your automobile instead of trying to get a truck and sell that?

A It would be very difficult for me to walk in my territory. I didn't think I would sell my automobile to my brother. I have quite a large territory to cover, and I couldn't make connections by train or bus very well.

XQ You also told Mr. Arey that your automobile was too heavy, that your territory was mountainous, and that you wanted a Ford car to use for yourself? A No sir.

XQ He is Cashier and Secretary, I believe, of the Ford Motor Company in this city. Didn't you tell him that your automobile was



A I think Mr. Trotter is mistaken if he recalled that way.  
Q No is mistaken? A Yes sir.  
Q Didn't you tell Mr. Trotter that you wanted a truck  
for your brother, that your brother had some money that he wanted  
to have?  
A I told him a truck. I don't recall telling anything about  
money.  
Q Mr. Trotter is mistaken, too, is he, if he says that you  
told him about a truck for your brother to have money?  
A Yes sir, I would say he was.  
Q Didn't you tell Mr. J. C. Stokely that you wanted a truck for  
your brother?  
A I was going to tell the truck to my brother. The man going  
to buy the money. I was going to give the money over to him. Mr.  
Trotter was going to get the money, the money was going to be  
turned over to him.  
Q Did you say there after that?  
A Yes on fifteen days, possibly longer, it may have been  
thirty days.  
Q You had a Buick automobile, didn't you? A Yes sir.  
Q If you were so anxious to help Mr. Trotter, why was it that  
you didn't sell your automobile instead of trying to get a truck  
and sell that?  
A It would be very difficult for me to walk in my territory.  
I didn't think I would sell my automobile to my brother. I have  
quite a large territory to cover, and I couldn't make connections by  
walk in my very well.  
Q You also told Mr. Trotter that your automobile was too heavy,  
that your territory was mountainous, and that you wanted a truck  
to use for yourself? A No sir.  
Q He is a dealer and secretary, I believe, of the Ford Motor  
Company in this city. Didn't you tell him that your automobile was



too heavy and that you wanted a lighter car for use in your territory?

A No sir. I never use a light car.

XQ Why did you destroy this note?

A Worthless, wasn't of any value. I didn't like to tell Mrs. Henton that I couldn't negotiate any money for her.

XQ It wouldn't have been embarrassing to her to mail it back to her, would it?

A I didn't want to embarrass her by telling her that I couldn't negotiate it.

XQ Don't you think she has been a whole lot more disturbed than she would have been if you had returned the note?

A No sir, I don't think so.

XQ You went so far as to have the title to her property examined before you ever had the note, didn't you? A No sir.

XQ Who paid for the examination of that title? A I did.

XQ How much was it? A \$2.50.

XQ And you paid that for the benefit of Mrs. Henton, too, did you?

A Well, the bank wouldn't accept the note, and I wanted to see what was wrong.

XQ Why did you go to Pennsylvania?

A My business required me in Pennsylvania.

XQ What business?

A I am in the truck business, salesman.

XQ Are you working in Pennsylvania? A Yes sir. Main office in Pennsylvania, Ardmore, Pennsylvania.

XQ Who is F.S. Thomas? A I don't recall any <sup>man</sup> ~~name~~ nor organization by that name.

XQ Were you in an automobile wreck? A No sir.

XQ Did you wire Miss Tracy Henton that you were seriously hurt in an automobile wreck? On April 18th, you didn't send her that







message? A No sir.

XQ Were you in York, Pennsylvania, on the 18th of April?

A I passed through York when I left Pennsylvania, didn't stop in York. Passed through York in the forenoon.

Mr.Hammer: What date?

Witness: I think it was before the 18th, however. I am not positive. The 17th, if I remember correctly.

XQ (Mr.Barman continuing): Didn't you wire Miss Henton from York, Pennsylvania, at eight a.m. on April 18, 1931, "Mr.Yager in accident. Hurt very bad.", and sign ~~your name~~ the name F.S.Thomas?

A No sir.

XQ If such a message was received by her, then, you knew nothing about it? A No sir, nothing whatever.

XQ What was the price of two horses, two farming horses, about that time? How much was Mrs.Henton to pay for these horses?

A Wasn't any amount set. There wasn't any definite amount set; the note was signed in blank.

XQ Who was present when you destroyed this note?

XQ In whose furnace? A Mrs. R.S.Klose.

XQ When was it destroyed? A When I arrived in Pennsylvania, I don't remember the date. Possibly the 20th, around the 20th.

XQ About April 20? In whose furnace?

A Mrs. R.S.Klose, 2013 Seventh Avenue, Altoona, Pennsylvania.

XQ Was Klose present? A No sir.

XQ You and your wife went down in the basement and put this note in the furnace?

XQ And you received this note, you say, for the purpose of putting it up as collateral security, in order for Mrs.Henton to buy a team of horses, and, when you found the note wasn't negotiable, you destroyed it?

A Destroyed it when I come back to Pennsylvania, yes sir.

Witness dismissed.



Witness standing.

A Destroyed is when I came back to Pennsylvania. You saw  
you destroyed it.

Q Now a lot of houses, and when you found the case when I was in  
being it up on my own account. In order for the house to  
be and you arrived after that, but not for the purpose of  
in the house.

Q You and your wife went down to the basement and got this case  
in the house? A No sir.

A Mrs. E. G. House, 2013 Seventh Avenue, Altoona, Pennsylvania.  
Q About April 30, in whose house?

A I don't remember the date. Possibly the 30th, around the 30th.

Q When was it destroyed? A When I arrived in Pennsylvania.

Q In whose house? A Mrs. E. G. House.

Q The two persons whom you destroyed this house  
and the case was placed in there.

A I don't know the names. I don't know the names of the  
house and the name of the person to put the case in there.  
I don't know the name of the person, two persons named, about  
about 1911, in the morning, whatever.

Q It was a woman and named as by her, then, you were not  
A No sir.

Q Certainly. Just very big, and also remember the name E. G. House?  
Q Yes, Pennsylvania, at eight o'clock on April 30, 1931, Mrs. House in  
Q (Mr. House continuing): Didn't you also know her from

Q Not really. No, I don't. I remember certainly.

Q I think it was before the war, however. I am  
Mr. House, that case.

Q Yes, I don't know the case in the house.

A I don't know the case when I left Pennsylvania, didn't

Q Now you go back, Pennsylvania, on the 30th of April?

Q Yes, I do sir.



Recess for lunch.

Mrs. Henton recalled to the stand, -- re-direct examination by Mr. Barman.

Q Mrs. Henton, the accused, Yager, in this case, says that his understanding with you was that he was to fill out this note for any amount that was necessary to use as collateral and to turn the money over to you so that you could buy horses?

A That was an entire mistake. I never said anything of the kind. I told him I wanted \$125.00; that was what he promised to let me have. I thought if the horses cost a little more or a little less I could make arrangements.

Q You did buy two horses, I believe?

Objection by Mr. Walker.

A Yes sir.

Q He said that he was here for about a week or ten days after this note was signed by you and turned over to you, and that he was about your daughter's home while you were there during that period.

A After I signed the note?

Mr. Barman: Yes.

A No sir, I don't remember that he was there, after that, at least, he never said anything to me about the note, if he was there after that, I don't remember. I was sick at the time, and I don't just remember. I don't think he was there. He came and said he was going to get me the money, he was going to Pennsylvania.

Witness dismissed.

Mr. Barman: That is all the evidence.

Witness for James.

Mr. Benton recalled to the stand, -- to direct examination.

By Mr. Benton:

Q. Now, James, the amount, \$125.00, in this case, says that the amounting with you was that he was to call out this note for any amount that was necessary to use as collateral and to turn the money over to you so that you could buy horses?

A. That was an entire mistake. I never said anything of the kind. I told him I wanted \$125.00; that was what he promised to let me have. I thought if the horses cost a little more or a little less I could make arrangements.

Q. You did buy two horses, I believe?

Objection by Mr. Walker.

The 1st.

He said that he had been for about a week or ten days after that time and signed by you and turned over to you, and that he was about your daughter's home while you were there during that period.

After I signed the note?

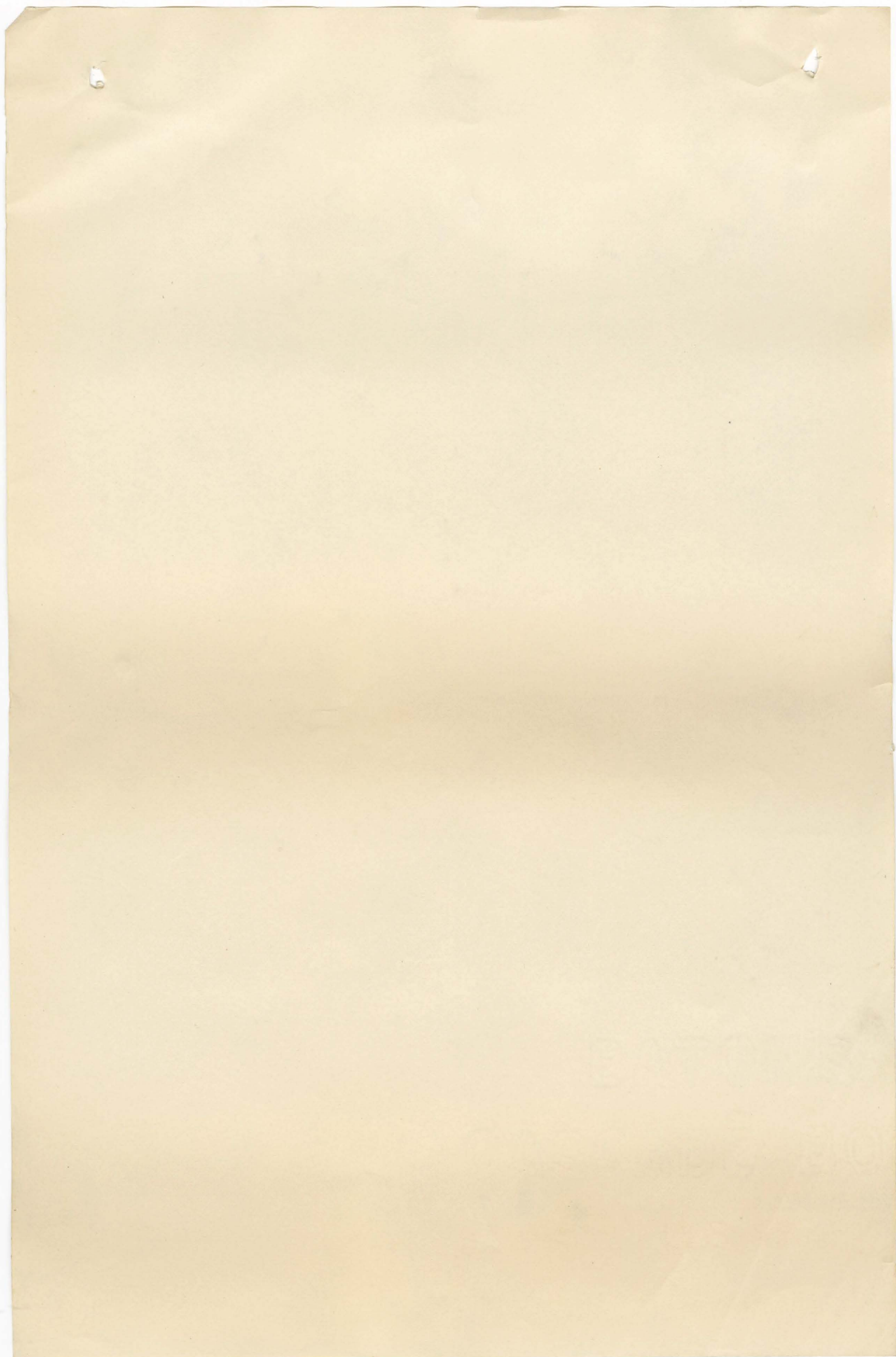
Mr. Benton: Yes.

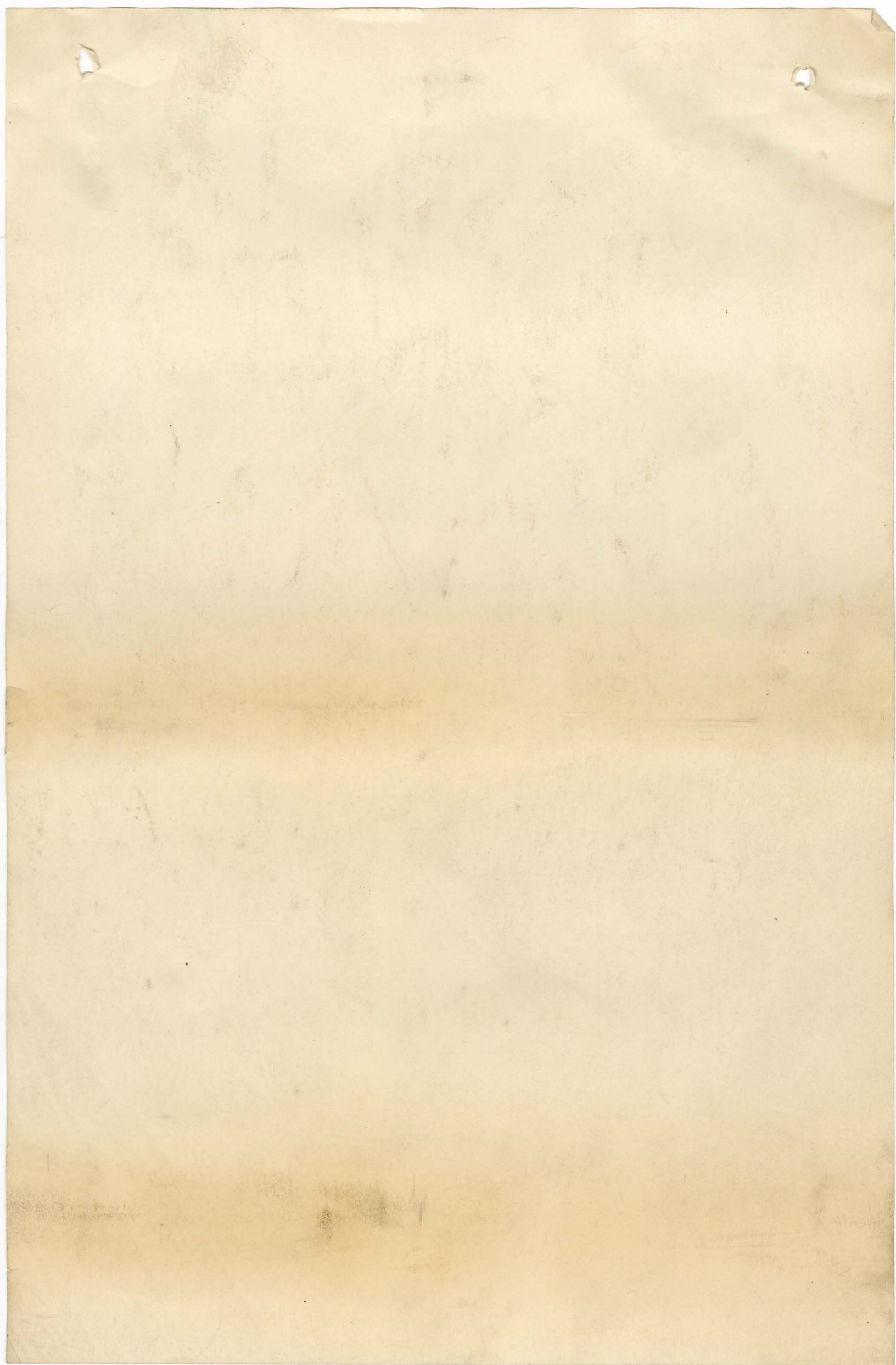
A. No sir, I don't remember that he was there, after that, at least, he never said anything to me about the note; if he was there after that, I don't remember. I was sick at the time, and I don't just remember. I don't think he was there. He came and said he was going to get me the money, he was going to Pennsylvania.

Witness dismissed.

Mr. Benton: That is all the evidence.









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Index to testimony taken in the  
Circuit Court of Rockingham  
County, Virginia, July 13, 1931,

in the case of Commonwealth vs. T.S.Yager.

Testimony of

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Mr. J.O. Stickley, .....	"	11-12;
Mr. E.R. Lincoln, .....	"	12-13;
Mr. C.K. Switzer, .....	"	13-14;
Mr. B.H. Arey, .....	"	14-15;
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Mrs. Wilma Dewey, .....	"	16-17;
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Testimony of

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3-7: 28	.....	Mr. William B. Yager
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14-15: 33	.....	Mr. B.H. Arvey
15-16: 34	.....	Mr. E.E. Twilley
16-17: 35	.....	Mrs. Wilma Dewey
17-18: 36	.....	Mr. Charles E. Bewley
18-20: 37	.....	Mr. T.S. Yager
27	.....	Mrs. Henton re-called



T. S. Yager

Ads.

Commonwealth of Virginia

The following evidence on behalf of the plaintiff  
and of the defendant, respectfully, as hereinafter denoted,  
is all the evidence ~~that~~ was introduced on the trial of  
this case

F. S. Yeager

1952

Commonwealth of Virginia

~~The following evidence on behalf of the plaintiff  
and of the defendant, respectively, as hereinafter denoted,  
is all the evidence that was introduced on the trial of  
this case~~



~~Commonwealth~~

~~vs.~~

~~T.S.Yager.~~

Transcript of testimony taken in above styled case  
in the Circuit Court of Rockingham County, Virginia, on Monday,  
July 13, 1931.

Present, Mr.D.W.Earman, representing the Commonwealth,  
Mr.Chas.A.Hammer, representing the defendant,

testimony  
Before the ~~sitting~~ of the witnesses was taken, Mr.Hammer  
asked the Court to require the Commonwealth's Attorney to  
elect which of the charges he would try the defendant upon, as  
there were two separate offences named. The Commonwealth's At-  
torney stated that the defendant would be tried on both counts  
and indictments, if the Court pleased. This being allowed by the  
Court, the defendant, by counsel, excepted to the action of the  
Court.

Mrs.Lucy E.Henton, being first duly sworn, examined by  
Mr.Earman, Commonwealth's Attorney, testified.

Q You are Mrs.Lucy E.Henton? A Yes sir.

Q How old are you?

A Between seventy-five and eighty. I don't know exactly.

Q You live right beyond Keezletown, I believe, about two or  
three miles north of Keezletown?

A Yes sir, about two miles, or a mile and a half from Keezle-  
town.

Q You are a widow lady? A Yes sir.

Q And you own a farm in that community? A Yes sir.



Q And you own a farm in that community? A Yes sir.

Q You are a widow lady? A Yes sir.  
town.

A Yes sir, about two miles, or a mile and a half from Keezletown  
three miles north of Keezletown?

Q You live right beyond Keezletown? I believe, about two or

A Between seventy-five and eighty. I don't know exactly.

Q How old are you?

Q You are Mrs. Lucy E. Henton? A Yes sir.

Mr. Henton, Commonwealth's Attorney, testified.

Mrs. Lucy E. Henton, being first duly sworn, examined by

Court.

Court, the defendant, by counsel, excepted to the action of the  
and indictments, if the Court please. This being allowed by the  
forney stated that the defendant would be tried on both counts  
there were two separate offenses named. The Commonwealth's At-  
torney stated that the charges he would try the defendant upon, as  
asked the Court to require the Commonwealth's Attorney to

Before the calling of the witnesses was taken, Mr. Henton  
testimony

Mr. Ches. A. Hammer, representing the defendant.

Present, Mr. W. W. Henton, representing the Commonwealth.

July 13, 1931.

in the Circuit Court of Rockingham County, Virginia, on Monday.

Transcript of testimony taken in above styled case

~~U.S. vs.~~

~~vs.~~

~~Commonwealth~~



Q I believe you are running this farm yourself, or have been trying to, for the last few years?

A Yes sir, for the last three or four years.

Q Do you know this man Yager?

A I know him from what I saw of him at my daughter's.

Q Your daughter lived in Harrisonburg? A Yes sir.

Q And he boarded at your daughter's? A Yes sir.

Q Did you sign a note and turn it over to him?

A Yes sir, he heard me speak about wanting some horses. He frequently said something about getting the horses himself. I had another man looking at some horses, and he was a farmer, and I thought he would know more about the horses than Mr. Yager did. He got the horses for me, and I had to have \$125.00. Mr. Yager came into the kitchen one morning, and showed my daughter a telegram that he had got from Pennsylvania, and he said he would have nine hundred dollars deposited in his bank in Pennsylvania by the 6th of April. And I asked him then if he would loan me \$125.00, and he said he would. He offered in the first place to loan me \$125.00; told my daughter to show me the telegram that he had received. He came down then one morning in a big flurry. Had his hat and overcoat on, said I should sign the note, and he would get the money for me in a few days; that he was going to Pennsylvania the next morning at five o'clock; would be back that night; that he would have the money for me; we should leave the house open for him.

Q Do you know on what bank it was drawn?

A On his Pennsylvania Bank.

Q And he was to fill it out for how much?

A For \$125.00. I didn't feel able to borrow any more than that at that time; in fact, I thought I would not need any more than that.

Q Did you think you could get the horses for that? Did he ever bring you the \$125.00 back? A No sir.







Q Did he ever return the note? A No sir.

Q What became of it?

A His wife 'phoned down that if we would release Mr.Yager --  
Mr.Hammer: I object.

Q Did he stay here, or go away?

A Went away. Never saw him any more after that. Then he sent  
us a special delivery letter. I reckon I can sepak of that.

Q Who sent you a special delivery?

A Mr.Yager, I think.

Mr.Hammer: I object.

The Court: Written by Mrs.Yager?

Witness: Written by Mrs.Yager, and had her name  
signed to it.

Q You never say him after that? A No sir.

Mr.Earman: That is all; you can take the witness.

Witness dismissed.

Mr.William H.Byrd, another witness on the same behalf,  
being first duly sworn, examined by Mr.Earman, testified.

Q You are Mr.Wm.H.Byrd, Cashier of The First National Bank  
in this city? A Yes sir.

Q Do you know the accused here, Mr.T.S.Yager?

A I met him on one occasion, yes sir.

Q Did he offer a note at your bank for the purpose of having  
it discounted?

A He offered a note as collateral for a loan.

Q Just state to the jury the circumstances in connection with  
his offering that note.

The Court: It is assumed that it was signed by T.S.  
Yager.

Q Did he ever return the note? A No sir.  
Q What became of it?  
A His wife 'phoned down that it would release Mr. Yeger --  
Mr. Hammer: I object.  
Q Did he stay here, or go away?  
A Went away. Never saw him any more after that. Then he sent  
us a special delivery letter. I reckon I can swear of that.  
Q Who sent you a special delivery?  
A Mr. Yeger, I think.  
Mr. Hammer: I object.  
The Court: Written by Mrs. Yeger?  
Witness: Written by Mrs. Yeger, and had her name  
signed to it.  
Q You never saw him after that? A No sir.  
Mr. Hammer: That is all; you can take the witness.  
Witness dismissed.

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in this city? A Yes sir.  
Q Do you know the accused here, Mr. T. S. Yeger?  
A I met him on one occasion, yes sir.  
Q Did he offer a note at your bank for the purpose of having  
it discounted?  
A He offered a note as collateral for a loan.  
Q Just state to the jury the circumstances in connection with  
his offering that note.  
The Court: It is assumed that it was signed by T. S.  
Yeger.



Witness: Yes sir.

Q Whose note was it?

A The note is signed by Lucy E. Henton, for \$950.00.

Q Do you recall when that was?

A I don't recall definitely, but I do recall that it was within 48 hours from the time the note was dated.

Q Did he say how he obtained this note?

Objection by Mr. Hammer; overruled.

A I questioned Mr. Yager as to how he had secured the note, and he told me that he had loaned Mrs. Henton that amount of money. I asked why he should have made her such a loan within the time that he needed the money himself. He answered by saying that he was expecting a check from the Veterans' Bureau for fifty per cent. of the amount of his adjusted compensation certificate which had apparently been delayed. His application for the two hundred dollars was not for the benefit of Mrs. Henton, he stating that he had turned over the \$950.00 to Mrs. Henton to meet obligations that she wanted to take care of. He wanted to borrow the money to take up a draft that was held by our bank, with the title to an automobile attached to it, and had been held for some days. The bank in Pennsylvania, through whom the draft was forwarded to us, had traced the item several times, wanting to know why it was not taken up. And that is what he asked the two hundred dollars for.

Q Did you have this note in your actual possession, Mr. Byrd?

A Yes sir, Mr. Yager left it with me, I should judge, between two-thirty and three o'clock one afternoon, and came back the next morning to get the answer as to whether he could get the money.

Q Any doubt in your mind as to the amount of the note?

A I didn't question the amount at all.

Q It was for \$950.00? A It was for \$950.00.

Q Did he say anything about wanting the money for the horses







for Mrs.Henton?

A Didn't refer to it at all. He wanted the money to take up this draft.

Q Do you remember what bank it was drawn on?

A It was on a Pennsylvania form note, but I don't remember what bank.

Cross-examination by Mr.Walker.

XQ What was the date of the note?

A I don't remember the exact date, but it was within 48 hours of the time it was presented to me. I remember that, because of thinking that it was strange that he should make a loan for that amount and within that short a period offer the note for collateral.

XQ What month was it in?

A My recollection, sir, is that the note was dated the 30th or 31st of March, and that it was presented a day or two after that, but I could not be positive about that.

XQ Who was it made payable to?

A Made payable to T.S.Yager.

XQ That is the defendant here? A Yes sir.

Mr.Hammer: Do you remember how long after date it was due? Witness: No sir, I do not.

XQ Mr.Walker continuing; And it was approximately 48 hours after the date?

A Within forty-eight hours. My impression at the present time is that it was within twenty-four hours, but I could not be positive about that.

XQ Is it your impression that it was handed to you on the first day of April?

A Either the 31st of March or the first of April.

XQ You wont undertake to say?

A I don't know which day it was. I believe with the calendar of those two months I could tell you. (After looking at a calendar):







No, I can't tell from that. I don't know, sir.

XQ You say you submitted this note to the Board of Directors?

A To a discount committee. Their regular time of meeting is Friday afternoon, but they often meet at other times.

Mr.Hammer: You have a discount committee that acts at other dates?

Witness: Other dates, yes sir.

XQ Mr.Walker continuing: You just can't say whether it was the 1st of April or the 31st of March?

A No sir; wouldn't attempt to say.

XQ When he explained to you how he came into possession of this note, you did question his explanation? A Yes sir.

XQ Did he undertake to change his explanation?

A He stuck to it. He had an answer right on the bat, that he was expecting this money from the Veterans' Bureau. At that time, the loans were \_\_\_\_\_ at fifty per cent. of their face value, and were being paid on that basis, although very few of the checks had come through at that time.

XQ You didn't say anything to Mrs.Henton about this at the time, did you? A No sir, I did not.

XQ Do you remember how long this note was made payable after date? A I do not.

XQ Do you remember whether it was a demand note?

A No sir, I don't remember that.

XQ Did he hand you any other papers at the same time he handed you the note? A No sir.

XQ Didn't hand you a letter from Mr.Hammer? A No sir.

XQ He didn't even assign the collateral form note?

A He offered this as collateral, and, if agreeable to us to accept, he would come in the next day and sign the collateral.

XQ Do you know whether he had endorsed the collateral note, in person, the note that he offered in collateral? A I don't know.



Q No, I can't tell from that. I don't know, sir.

Q You say you submitted this note to the Board of Directors?

A To a discount committee. Their regular time of meeting is Friday afternoon, but they often meet at other times.

Q Mr. Hammer: You have a discount committee that meets at other dates?

Witness: Other dates, Yes sir.

Q Mr. Walker continuing: You just can't say whether it was the last of April or the 31st of March?

A No sir; wouldn't attempt to say.

Q When he explained to you how he came into possession of this note, you did question his explanation? A Yes sir.

Q Did he undertake to change his explanation?

A He stuck to it. He hadn't answer right on the spot, that he was expecting this money from the Veterans' Bureau. At that time, the loans were \_\_\_\_\_ at fifty per cent. of their face value, and were being paid on that basis, although very few of the checks had come through at that time.

Q You didn't say anything to Mrs. Henton about this at the time, did you? A No sir, I did not.

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Q Did he hand you any other papers at the same time he handed you the note? A No sir.

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Q Do you know whether he had endorsed the collateral note, in person, the note that he offered in collateral? A I don't know.



I don't know that he had endorsed it, don't remember.

Mr. Earman: The note was a negotiable note?

Witness: Yes sir.

Witness dismissed.

Mr. Frank C. Hoover, another witness introduced on the same behalf, being first duly sworn, was examined by Mr. Earman, and testified.

Q You are Mr. Frank C. Hoover? A Yes sir.

Q You live where? A At Broadway.

Q And what is your business?

A Retail motor truck sales.

Q Do you know the accused, T.S. Yager? A Yes sir.

Q State whether he offered to you, in exchange for a truck, a note of Lucy E. Henton's for \$950.00? A Yes sir.

Q Do you recall about when that was?

A In the first part of April, that he offered it to me in my office at Broadway.

Q Just what did he say with reference to this note? What were the circumstances with respect to the trade?

A He wanted to trade this note to me for a \_\_\_\_\_ Dunn motor truck, and offered this note as settlement for the truck.

Q What did he say he wanted with it?

A He said his brother wanted this truck, I believe he said he lived over in Orange County.

Q Was it a T truck? A T-15, that quality.

Q A He asked for T-15; he knew our line. He had formerly been employed, I think, by one of our dealers.

Q Didn't say anything about wanting to get some horses for Mrs. Henton? A No sir. He said he wanted it for his brother.

Q How far is Broadway from Harrisonburg?

A 16(?) miles by way of the Valley Pike.



I don't know that he had endorsed it, don't remember.

Mr. Hanson: The note was a negotiable note?

Witness: Yes sir.

Witness: Dismissed.

Mr. Frank O. Hoover, another witness introduced on the same

behalf, being first duly sworn, was examined by Mr. Hanson, and

testified:

Q You are Mr. Frank O. Hoover? A Yes sir.

Q You live where? A At Broadway.

Q And what is your business?

A Detail work, truck sales.

Q Do you know the person, T. S. Rogers? A Yes sir.

Q Where would he be likely to go, in connection with a truck?

A One of Ray E. Hanson's for \$500.00? A Yes sir.

Q Do you recall about when that was?

A In the third part of April, that he offered it to me in

my office at Broadway.

Q Just what did he say with reference to this note? What

were the circumstances with respect to the truck?

A He wanted to trade this note to me for a

new motor truck, and offered this note as settlement for the truck.

Q What did he say he wanted with it?

A He said his brother wanted this truck, I believe he said

he lived over in Orange County.

Q Was it a 1934? A 1935, that's possible.

Q He asked for \$500; he knew your line, he had formerly been

employed, I think, by one of our dealers.

Q Didn't say anything about wanting to get some horses for Mrs.

Hanson? A No sir. He said he wanted it for his brother.

Q How far is Broadway from Harrisonburg?

A 16(?) miles by way of the Valley Pike.



Cross-examination of witness by Mr. Walker.

XQ You knew that this man sold trucks, himself? A Yes sir.

XQ What price truck was he selling at that time?

A Higher prices than ours; some of the models were considerably higher.

XQ You weren't surprised then, were you, that he wanted to buy a higher priced model for his brother?

A Very much surprised. I asked him why he didn't furnish his brother one of his own trucks.

XQ What did your trucks sell for?

A Somewhere around nine hundred dollars.

Mr. Hammer: Good demand for a high-priced truck?

Objection by Mr. Earman.

XQ Mr. Walker continuing: Did you think it was strange that he should be in the market for a higher priced truck for his brother?

A I knew that he had some lower priced trucks than three or four thousand dollars.

XQ Didn't you know, as a matter of fact, that \$3,400.00 is the lowest priced truck those people make?

A No sir, I did not.

XQ Well, if that is true, then you are sadly mistaken? Then your suspicions were ill-founded? A Yes sir.

XQ Have you ever looked these prices on this truck up, in the Commercial Law Journal, etc.?

A I ~~think~~ have at times, yes sir. I looked them over in our July issue.

XQ Have you ever seen them quoted at lower prices than \$3,400.00?

A I couldn't say.

XQ In other words, you don't know? A No sir. I was pretty sure he had a car cheaper than \$3,400.00, and I think so now. I couldn't say that positively. We look more closely to those we are



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or four thousand dollars.

Q Didn't you know, as a matter of fact, that \$3,400.00 is

the lowest priced truck those people make?

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Q Well, if that is true, then you are badly mistaken then

your suspicions were ill-founded? A Yes sir.

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A I think have at times, yes sir. I looked them over in

our July issue.

Q Have you ever seen them quoted at lower prices than \$3,400.00?

A I couldn't say.

Q In other words, you don't know? A No sir. I was pretty

sure he had a car cheaper than \$3,400.00, and I think so now. I

couldn't say that positively. We look more closely to those we are



in serious competition with.

XQ He wanted to buy a truck for his brother? A Yes sir.

XQ And he ascertained the price of it, and asked you if you would take this note? A Yes sir.

XQ Did you notify Mrs.Henton? A No sir. Mrs.Henton's daughter called me later. She called me some time about the time this came up, - Mrs.Henton's daughter. I have never met the lady. Have never met any of them.

XQ There was nothing that arose that caused you to get in touch with them? A No sir.

XQ All right, why didn't you take this note then?

A I didn't want it.

XQ Why didn't you want it? That is what I am trying to find out?

A I didn't think it was a good note. I looked on it with some suspicion.

XQ If the note had been in part payment of the truck, instead of full payment, you would have taken it, wouldn't you?

A That depends on the note. I try to be just as careful as I can about those things.

XQ If it had been offered in part payment, you would have taken it?

A Not this note, no sir.

XQ Why then, did you state in your preliminary hearing? "I do take notes. I didn't want to take a note for the full amount. If it had been in part payment, I suppose I would have taken it."

A If I had known the parties and all the circumstances, I probably would have.

XQ Did you make this statement? A I probably did. If I had known all the circumstances, I probably ~~have~~ would have been willing.

XQ You didn't make that statement before, did you?

A I probably did not.







Mr.Earman: What price truck did he want to get?

Witness: In the neighborhood of nine hundred dollars.

Mr.Earman: Do you recall what time of day he was there?

Witness: Saturday afternoon. He called up and made an engagement with me.

Mr.Earman: Did he have a letter from Mr.Hammer?

Objection by Mr. Walker; Objection overruled; exception.

Mr.Earman: I want to know from this witness whether a letter from Mr.Hammer was showed him then, stating the value of the Henton property and what liens were on it.

Witness: Yes.

A further cross-examination of witness was conducted by Mr.Hammer.

XQ Is the copy I am handing you a copy of the letter that he showed you?

A To the best of my knowledge, that is a copy.

XQ Just read that, please sir.

A (Reading):

"March 25, 1931.

Mr. T. S. Yager,  
Harrisonburg, Virginia,

My dear Sir:

An examination of the record touching the real  
estate owned by Lucy <sup>E.</sup> Henton shows that the property is mortgaged for Twenty seven hundred dollars to The Federal Farm Loan Bank. This mortgage was placed upon the property in 1922 and she has therefore paid about eight years in interest, totaling \$1404.00, which is apportioned to the principal and the interest in accordance with the Federal Farm Loan Act.

There is also placed upon the property a second lien thereon, a deed of trust to Ward Swank, Trustee, securing







unto Mr. Bradley a note of \$875.00.

The farm is located to the northeast of Keezeltown and contains 264 acres. This was purchased by Mrs. Henton or by Mr. Bradley for Mrs. Henton at a price of \$1750.00 over and above the lien upon the property in favor of the Farm Loan at the time the sale was made, the purchaser assuming the payment of the lien on the farm to the Federal Farm Loan Bank and Mrs. Hinton assuming this payment when the property was transferred to her.

Very truly yours,

CHAS. A. HAMMER "

Witness dismissed.

Mr. J. O. Stickley, another witness introduced on the same behalf, being first duly sworn, examined by Mr. Earman, testified.

Q You are Mr. J. O. Stickley? A Yes sir.

Q Mr. Stickley, what is your business?

A The farming implement business and trucks.

Q Farming implements and trucks? A Yes sir.

Q You do business here in the City of Harrisonburg? A Yes sir.

Q Do you know Yager, the accused?

A I met him at the time that you will probably refer to later.

I knew of him prior to that, but I didn't meet him until he came to our place of business about that date.

Q You know Mrs. Lucy E. Henton, do you not? A Yes.

Q Did he want to exchange your her note for \$950.00 for a truck? A Yes sir.

Q Did you see the note? A Yes sir.

Q Did you have it in your possession? A Yes sir.

Q Any doubt in your mind about the amount of the note?

A No sir.



unto Mr. Bradley a note of \$275.00.  
The farm is located to the northeast of Keokuk  
and contains 24 acres. This was purchased by Mrs. Hinton or  
by Mr. Bradley for Mrs. Hinton at a price of \$1750.00 over  
and above the lien upon the property in favor of the Farm Loan  
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ment of the lien on the farm to the Federal Farm Loan Bank  
and Mrs. Hinton assuming this payment when the property was  
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Q You do business here in the City of Harrisonburg? A Yes sir.  
Q Do you know Yeager, the accused?  
A I met him at the time that you will probably refer to later.  
Q I knew of him prior to that, but I didn't meet him until he came  
to our place of business about that date.  
Q You know Mrs. Lucy E. Hinton, do you not? A Yes.  
Q Did he want to exchange your note for \$250.00 for a  
truck? A Yes sir.  
Q Did you see the note? A Yes sir.  
Q Did you have it in your possession? A Yes sir.  
Q Any doubt in your mind about the amount of the note?  
A No sir.



Q Did you make a copy of it?

A I started to make a copy of it. When Mr. Yager presented the note, I told him I would make some inquiry as to the security, and started to make a copy of it. And he said, "Just take the note." And I didn't finish the copy then, so, in taking the note, I told him I would take the note if he would go with me, which he did, and an hour or two later I had a report on the note as to the security value of it.

Q What kind of truck did he want?

A He wanted a light truck.

Q Did he say what for?

A I think he said that his brother or some of his family had some lumber to market, at least he had a customer for a truck in a class that he didn't have.

Cross-examination of witness was conducted by Mr. Hammer.

XQ As a matter of fact, when you got the note, you received the report later on from Mr. Swank, your attorney, and, on the strength of his report, you declined to make the deal?

A Yes sir.

XQ You said you started to make the memorandum of the note when he said, "Take the note." Then did both you and he go down to Mr. Swank's together?

A Yes sir, he said, "Take the note," so I didn't complete the copy.

XQ Did you leave the note with Mr. Swank,-- anyway, you all went away, and Mr. Swank later made the report? A Yes sir.

Witness dismissed.

Mr. E. R. Lincoln, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Earman.--



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A Yes sir, he said, "Take the note," so I didn't complete the copy.

Q Did you leave the note with Mr. Swank, -- anyway, you all went away, and Mr. Swank later made the report? A Yes sir.

Witness dismissed.

Mr. E. R. Lincoln, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Hammer.--



Q You are Mr.E.R.Lincoln? A Yes sir.

Q Until quite recently, you were identified with the Kavanaugh Garage in this city? A Yes sir.

Q Do you know the accused? A Just met the gentleman.

Q State whether or not he wanted to exchange a note to you of Mrs.Lucy E.Henton's for a Plymouth automobile?

A He came down to the garage and wanted to buy an automobile. He liked the Plymouth, and he wanted to know how cheap I would sell him one, and in turn he offered me in payment for the car a note of \$950.00. He said it was Mrs.Lucy E.Henton's.

Q did you make the exchange? A No sir.

Q What was the selling price of that car at that time, do you remember? A \$710.00. He wanted cash for the difference.

Q Did he say what he wanted with the car? A That wasn't discussed.

Q You didn't get that far? A No sir.

Mr.Hammer: If he had gotten the cash, he would have gotten about the price of two horses, wouldn't he?

Witness dismissed.

Mr.C.K.Switzer, another witness introduced on the same behalf, being first duly sworn, testified.

-- Direct examination was conducted by Mr. Earman.--

Q You are Mr.C.K.Switzer, and are doing business, I believe, at the Kavanaugh Garage? A Yes sir.

Q Did the accused, T.S.Yager, offer you a note of Mrs.Henton's in exchange for an automobile? A Yes sir.

Q Were you and Mr.Lincoln both present?

A I was present one time, and Mr.Lincoln at the other time. I think I saw him in the afternoon, and Mr.Lincoln in the morning.

Q He came to see you in the afternoon, and the next day went to see Mr.Lincoln? A Yes sir.

Q What did you tell him?

A Identically the same thing that Mr.Lincoln did. I think it



Q You are Mr. E. E. Lincoln? A Yes sir.

Q Until quite recently, you were identified with the Kavanaugh Garage in this city? A Yes sir.

Q Do you know the accused? A Just met the gentleman.

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A He came down to the garage and wanted to buy an automobile. He liked the Plymouth, and he wanted to know how cheap I would sell him one, and in turn he offered me in payment for the car a note of \$950.00. He said it was Mrs. Lucy E. Henton's.

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Q What was the selling price of that car at that time, do you remember? A \$710.00. He wanted cash for the difference.

Q Did he say what he wanted with the cash? A That wasn't discussed.

Q You didn't get that far? A No sir.

Q Mr. Henton: If he had gotten the cash, he would have gotten about the price of two horses, wouldn't he?

Witness dismissed.

Mr. C. E. Switzer, another witness introduced on the same behalf, being first duly sworn, testified.

-- Direct examination was conducted by Mr. Harman.--

Q You are Mr. C. E. Switzer, and are doing business, I believe, at the Kavanaugh Garage? A Yes sir.

Q Did the accused, E. E. Yager, offer you a note of Mrs. Henton's in exchange for an automobile? A Yes sir.

Q Were you and Mr. Lincoln both present?

A I was present one time, and Mr. Lincoln at the other time.

Q I think I saw him in the afternoon, and Mr. Lincoln in the morning.

Q He came to see you in the afternoon, and the next day went to see Mr. Lincoln? A Yes sir.

Q What did you tell him?

A Identically the same thing that Mr. Lincoln did. I think it



was a matter of co-incidence that he happened to see me one time and Mr. Lincoln the other.

Witness dismissed.

Mr. B. H. Arey, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Earman.--

Q You are Mr. B. H. Arey, and you work for the Ford automobile people here in the City of Harrisonburg? A Yes sir.

Q In what capacity?

A Acting as Secretary and Treasurer.

Q Do you know the accused, T. S. Yager?

A I met him on one occasion, yes sir.

Q Did he, or not, want to exchange with you, for an automobile, a note of Mrs. Lucy E. Henton? A Yes sir.

Q Do you remember the amount of the note?

A Something over nine hundred dollars. I don't remember the exact amount.

Q What kind of automobile did he want?

A He wanted to buy a Ford standard coupe.

Q What did they sell for at that time? A \$582.00.

Q Did he say what he wanted with the ~~new~~ car?

A He said he was traveling across mountain roads, and the car that he had was too heavy for him.

Q He had mountain roads to travel?

A That is what he said, yes sir.

Q You recall when this note was payable? A No sir, I do not.

Q Did you see the note? A I saw the note, yes sir.

Q Do you recall when that was, Mr. Arey?

A I don't know the date. It was some time in early spring.

Cross-examination of witness was conducted by Mr. Walker.

XQ What kind of car did he have, when he came out there?



was a matter of co-incidence that he happened to see me one time  
and Mr. Lincoln the other.  
Witness dismissed.

Mr. E. H. Arvey, another witness introduced on the same be-  
half, being first duly sworn, testified.  
--Direct examination was conducted by Mr. Harman.--  
Q You are Mr. E. H. Arvey, and you work for the Ford automobile  
people here in the City of Harrisonburg? A Yes sir.  
Q In what capacity?  
A Acting as Secretary and Treasurer.  
Q Do you know the accused, T. S. Yegert?  
A I met him on one occasion, yes sir.  
Q Did he, or not, want to exchange with you, for an auto-  
mobile, a note of Mrs. Mary E. Henton? A Yes sir.  
Q Do you remember the amount of the note?  
A Something over nine hundred dollars. I don't remember  
the exact amount.  
Q What kind of automobile did he want?  
A He wanted to buy a Ford standard coupe.  
Q What did they sell for at that time? A \$582.00.  
Q Did he say what he wanted with the truck car?  
A He said he was traveling across mountain roads, and the  
car that he had was too heavy for him.  
Q He had mountain roads to travel?  
A That is what he said, yes sir.  
Q You recall when this note was paid? A No sir, I do not.  
Q Did you see the note? A I saw the note, yes sir.  
Q Do you recall when that was, Mr. Arvey?  
A I don't know the date. It was some time in early spring.  
Cross-examination of witness was conducted by Mr. Walker.  
Q What kind of car did he have, when he came out there?



A He told me he had a Buick.

XQ You didn't see it? A No sir.

XQ You don't know whether he had any, at all, or not? A No sir.

XQ That is the only time you ever saw him? Did you read the note?

A No sir, he held it open in his hand, and I took the name down.

XQ What was the amount?

A Something over nine hundred dollars.

XQ You read the note, then?

A I suppose I did.

XQ What was the date of it? A I don't remember.

XQ Was it payable on demand, or was it payable thirty days after date?

A I don't remember that.

XQ What bank was it drawn on?

A On a Pennsylvania bank, but I don't remember that.

XQ In other words, it didn't make much impression on you, one way or the other?

A The way that he wanted the transaction, it did not.

XQ Did he offer to trade his other car in?

A No sir, he said he wanted to buy a car straight out. He asked me how much I would take off for a straight sale.

XQ Did he ask you if you would give him the balance in cash?

A Yes sir.

XQ He seemed to think the note was perfectly good? A Yes sir.

XQ He wasn't trying to sell it at a discount? A No sir.

Witness dismissed.

Mr. R.E. Tutwiler, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination was conducted by Mr. Earman.--

Q You are Mr. Rylin (?) E. Tutwiler? And you are connected with



Q He told me he had a check.  
A You didn't see it? A No sir.  
Q You don't know whether he had any, at all, or not? A No sir.  
Q That is the only time you ever saw him? Did you read the  
note?  
A No sir, he held it open in his hand, and I took the name  
down.  
Q What was the amount?  
A Something over nine hundred dollars.  
Q You read the note, then?  
A I suppose I did.  
Q What was the date of it? A I don't remember.  
Q Was it payable on demand, or was it payable thirty days  
after date?  
A I don't remember that.  
Q What bank was it drawn on?  
A On a Pennsylvania bank, but I don't remember that.  
Q In other words, it didn't make much impression on you, one  
way or the other?  
A The way that he wanted the transaction, it did not.  
Q Did he offer to trade his other car in?  
A No sir, he said he wanted to buy a car straight out. He  
asked me how much I would take off for a straight sale.  
Q Did he ask you if you would give him the balance in cash?  
A Yes sir.  
Q He seemed to think the note was perfectly good? A Yes sir.  
Q He wasn't trying to sell it at a discount? A No sir.  
Witness dismissed.  
Mr. R.B. Twilley, another witness introduced on the same  
behalf, being first duly sworn, testified.  
--Direct examination was conducted by Mr. Harman.--  
Q You are Mr. Rylan (?) B. Twilley? And you are connected with



the Tutwiler Motor Company in the City of Harrisonburg? A Yes sir.

Q Did he offer you a note of Lucy E. Henton's for \$950.00, in payment of an automobile? A Yes sir. He offered me a note, something over nine hundred dollars, I don't remember the amount.

Q What kind of automobile? A Essex sedan.

Q How much did it sell for, at that time? A \$865.00.

Q What did he say he wanted with the automobile?

A Wanted it for his wife.

Witness dismissed.

Mrs. Wilma Dewey, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination by Mr. Earman.--

Q You are Mrs. Wilma Dewey, a daughter of Mrs. Lucy E. Henton?

A Yes.

Q Did you witness your mother's signature to this note?

A Yes sir, after she had signed it.

Q Do you know for what amount the note was to be filled out?

A \$125.00.

Q Do you recall the date of the note?

A No sir, I do not, somewhere the last of March, just before we were fixing to move.

Q When did you move?

A We moved the first of April. I was packing up when he came into the room, with the note, to me.

Q Were you and your mother present at the time that you witnessed your mother's signature?

A He came out in the kitchen to Mother, with it, and she signed it, and he brought it in to me, and told me he wanted me to sign it, and I said, "What for?" and he said, "To witness your mother's signature, of course," and told me I was the dumbest thing.







Q After he had gotten this note, did you say anything about it later?

A Yes, on several occasions. I asked him one time if he had heard anything about it, and he said the people at the bank up there wanted a financial statement, and I asked him a number of times if he had heard from them.

Q Do you know anything about why your mother wanted to sign this note? Were you present when the matter was discussed by your mother?

A She was talking at the breakfast table one morning; said she wanted some money to buy these horses, and Mr.Yager offered to loan her the money; he said, "I will just let you have it. I will be here for a while. I am staying here with your daughter."

Witness dismissed.

Mr.Earman: Commonwealth rests, Your Honor, please.

Mr.Earman: Your Honor, please, I would like to ask Mr. Fawley just one question.

Mr.Charles R. Fawley, another witness introduced on the same behalf, being first duly sworn, testified.

--Direct examination by Mr. Earman.--

Q You are Mr.Charles R. Fawley, Sheriff of Rockingham County?

A Yes sir.

Q A capias for the arrest of the accused was placed in your hands, was it not? A Yes sir.

Q Where was he apprehended?

A He was apprehended in Pennsylvania. I have some telegrams. Altoona, Pennsylvania.

Q And he was brought back to this State by extradition?

A He was, by Mr.Cooper, a deputy sheriff.

Mr.Hammer: He came back voluntarily, did he not?

Witness: He agreed to come back, but I sent Mr.Cooper up







after him.

Witness dismissed.

Mr. T.S.Yager, the defendant, introduced in his own behalf, being first duly sworn, testified.

--Direct examination by Mr.Walker.--

Q State your name to the stenographer. A T.S.Yager.

Q You are the defendant in this case? A Yes sir.

Q How old are you? A Thirty-five.

Q Where were you raised? A In Culpeper County, Virginia.

Q Where do you live now? A In Altoona, Pennsylvania.

Q When did you go to Altoona, Pennsylvania?

A I don't remember. Possibly two months ago, a little over. I am not positive. I think I have some papers that I could check on and possibly give you the exact date.

Q In other words, you were there when this warrant was served on you? A In Altoona, Pennsylvania.

Q Your wife lived in Altoona, Pennsylvania, and that is the reason you were up there at that time? A Yes sir.

Q Then you are a married man? A Yes sir.

Q You say you are thirty-five years old? A Yes sir.

Q You are a war veteran? A Yes sir.

Q What service did you see?

Mr.Ezrman: I object to it as being immaterial. Objection sustained.

Mr.Walker: It has been testified here by the Commonwealth's witnesses that he was a veteran and had this bonus coming to him. Just go ahead and tell the jury briefly.

A 314th Field Artillery, Battery D, 80th (?) Division, twelve months' foreign service.

Q And at the time referred to you did have this bonus certificate? A Yes sir.



after him.

Witness dismissed.

Mr. T.B. Yager, the defendant, introduced in his own behalf.

being first duly sworn, testified.

--Direct examination by Mr. Walker.--

Q State your name to the stenographer. A T.B. Yager.

Q You are the defendant in this case? A Yes sir.

Q How old are you? A Thirty-five.

Q Where were you raised? A In Culpeper County, Virginia.

Q Where do you live now? A In Altoona, Pennsylvania.

Q When did you go to Altoona, Pennsylvania?

A I don't remember. Possibly two months ago, a little over.

Q I am not positive. I think I have some papers that I could check

on and possibly give you the exact date.

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on you? A In Altoona, Pennsylvania.

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reason you were up there at that time? A Yes sir.

Q Then you are a married man? A Yes sir.

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Q You are a war veteran? A Yes sir.

Q What service did you see?

Mr. Hermann: I object to it as being immaterial. Objection

sustained.

Mr. Walker: It has been testified here by the Commonwealth's

witnesses that he was a veteran and had this bonus coming to him. That

go ahead and tell the jury briefly.

A 344th Field Artillery, Battery D, 80th (?) Division.

twelve months' foreign service.

Q And at the time referred to you did have this bonus certifi-

cate? A Yes sir.



Q And since that time you have received payment of it?

A Yes sir.

Q When did you come to Harrisonburg prior to this matter about which you are being tried?

A The first of December, 1930.

Q Where did you live while you were in Harrisonburg?

A With Miss Tracy Henton on South Mason Street.

Q Who is Miss Tracy Henton? A Mrs. Henton's daughter.

Q A daughter of Mrs. Lucy Henton? A Yes sir.

Q Did they move prior to the signing of this note, or subsequent?

A They moved before the note was signed. ~~Mrsx~~

Q Mrs. Dewey testified a while ago that this note was signed just before they moved. Is that correct or incorrect? A Incorrect.

Q Where was it signed? Where is the location of the house in which it was signed?

A In the suburbs of this city, south.

Q Do you know when they moved out to this house where this note was signed?

A Somewhere in the latter part of March, about the 30th of March, as near as I can remember. It was before April. It was in March.

Q And you had been living with Mrs. Henton's daughter, and had become acquainted with Mrs. Henton during this period from December of last year up to March?

A That's right.

Q I wish you would explain to the jury in your own words the details of this transaction up to the time that you received the note signed in blank.

A Well, I wanted to help her out, to get this team of horses that has been mentioned so many times. I offered to do that for her. Tried the local bank here, as Mr. Byrd testified to.



Q And since that time you have received payment of it?

A Yes sir.

Q When did you come to Harrisonburg prior to this matter

about which you are being tried?

A The first of December, 1930.

Q Where did you live while you were in Harrisonburg?

A With Miss Tracy Henton on South Mason Street.

Q Who is Miss Tracy Henton? A Mrs. Henton's daughter.

Q A daughter of Mrs. Lucy Henton? A Yes sir.

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sequently?

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of last year up to March?

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details of this transaction up to the time that you received the

note signed in blank.

A Well, I wanted to help her out, to get this team of horses

that has been mentioned so many times. I offered to do that for her.

Tried the local bank here, as Mr. Byrd testified to.



Q I asked you for the transaction prior to that.

A I don't know that I quite understand you.

Q Explain to the jury why she gave you this note signed?

A To secure money for her to buy a team of horses.

Q Any discussion before that?

A It had been discussed several times, oh, I would say a week before the note was signed.

Q Had you offered to loan her this money?

A I was going to use the note as collateral.

Q Mrs.Henton, as I understand you, understood from you that you were going to use her note as collateral and borrow the money on her note. Is that correct? A That's right.

Q After she had signed this note and delivered it to you, you did go to the bank with it here in Harrisonburg? A Yes sir.

Q And how much money did you try to borrow?

A If I remember correctly, \$200.00; \$175.00 or \$200.00, using that note as collateral.

Q That was your proposition to Mr. Byrd? A Yes sir.

Q What was this two hundred dollars to be used for?

A To buy a team of horses.

Q For whom? A Mrs. Henton.

Q You didn't get the money? A No sir.

Q What did you do next? A I thought the best thing to do was to buy a light duty truck. That is the only means I had of raising this money for her. The bank wouldn't accept the note. I thought possibly I could do that, and sell this truck, and apply the balance on ~~of~~ the note and still have the two hundred dollars, or whatever it was, to buy the team of horses with.

Q That was your intention, then, to buy the truck, sell the truck, take up the note, and have enough left to buy the team of horses?

A Yes sir.







- Q Did you have a prospect to buy the truck? A Yes sir.
- Q Who was it? A My brother, \_\_\_\_\_ Yager, of Culpeper.
- Q Failing to do that, what did you do? A I tried to buy a car.
- Q What was your idea in that?
- A The same thing. I thought I could sell the car and still have sufficient money for her, for the horses.
- Q What authority did you have about filling out this note?
- A Whatever amount was needed to use as collateral.
- Q This note was filled out for \$950.00? A Yes sir.
- Q What was the date of the note, do you remember?
- A No, I don't remember exactly. Along about the last of March or the first of April.
- Q And it was a demand note? A Yes sir.
- Q What became of this note?
- A I threw it in the furnace after I got back to Altoona, burned it up.
- The Court: Talk a little louder.
- Witness: I destroyed it. I threw it in the furnace and burned it up.
- Q (Mr. Walker continuing): It is true that you tried to negotiate the note in some way? A That's right.
- Q These witnesses have told the truth, then? A Yes sir.
- Q You ~~were~~ are not denying the fact that these transactions took place? A Not at all.
- Q Is it a fact that Mrs. Dewey, at a date subsequent to the transaction up at the bank, furnished you with the financial statement?
- A Yes sir.
- Q Then you had explained to them that the bank would not take the note? A Yes sir.
- Q And they then furnished you the financial statement? A Yes sir.
- Q They were aware, then, that you did not get it at the bank?
- A Yes sir.



Q And you have a prospect to buy the truck? A Yes sir.

Q Who was it? A My brother, Yager, of Calpeper.

Q Failing to do that, what did you do? A I tried to buy a car.

Q What was your idea in that?

A The same thing. I thought I could sell the car and still have

sufficient money for her, for the horses.

Q What authority did you have about filling out this note?

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it up.

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the note? A Yes sir.

Q And they then furnished you the financial statement? A Yes

sir.

Q They were aware, then, that you did not get it at the bank?

A Yes sir.



Q She was correct in saying you did come back to get the statement? A Yes sir; she erred in the statement. She showed the Government loan, but she did not show the second mortgage.

Q Had Mrs. Henton purchased the horses prior to the execution of this note, or were they to be purchased in the future?

A I don't know whether she has, or whether she has not.

Q Do you know that she had not, prior to the time she gave the note? A No.

Q Was the conversation brought up any more with reference to who would pick out the horses?

A Yes sir, she said she would let Mr. Palmer<sup>(?)</sup> pick out the horses.

Q Who is he? A I think he is a cattle dealer.

Q Does he live on her farm? A No sir.

Q She didn't want you to pick out the horses? A No sir.

Q Then the sum of \$125.00 as the price of the horses is not correct, is it? There ~~has been~~ is bound to be an error there somewhere, isn't there? A Yes sir.

Q When you were notified by arrest or otherwise in Pennsylvania of this charge against you, did you volunteer to come back?

A I volunteered to come back.

Q Who paid the expenses? A I did.

Q Did you permit the State to be put to any expense in having you brought back here for this trial? A No sir, I paid everything.

Q Did you at any time intend to cheat or defraud or steal any money or anything of value from this woman?

A No sir, I was open and above in everything I did. I did the best I could to secure this money. There wasn't any secret.

Cross-examination of witness was conducted by Mr. Earman.

XQ You filled out the note for \$950.00? A Had it filled out.

XQ Who filled it out? A Mr. Hirsch.



Q She was correct in saying you did come back to get the statement? A Yes sir; she erred in the statement. She showed the Government loan, but she did not show the second mortgage.

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Q Do you know that she had not, prior to the time she gave the note? A No.

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A No sir, I was open and above in everything I did. I did the best I could to secure this money. There wasn't any secret.

Cross-examination of witness was conducted by Mr. Barman.

Q You filled out the note for \$950.00? A Had it filled out.

Q Who filled it out? A Mr. Hinton.



XQ       What Hirsch?   A    Arthur Hirsch.

XQ       You had Arthur Hirsch fill out the note for \$950.00?

A        Yes sir.

XQ       At that time you had a draft down a t the bank on you for two hundred dollars?   A   No sir.

XQ       How much was it?

A        I didn't have a draft at all at that time.

XQ       When did the draft come in, before or afterwards?

A        Afterwards.

XQ       How much was the draft?   A   I don't remember exactly.

XQ       About how much?

A        I don't remember the amount of the draft. I think the amount of the draft, as near as I can tell you, was \$285.00, I am not positive. Between two and three hundred dollars.

XQ       Did you try to sell this note to Mr.Hirsch?

A        Told him what I wanted to use it for, to buy a team of horses.

XQ       He sold horses, didn't he?

A        He sold horses, but he wouldn't take the note.

XQ       It wouldn't take that much to buy the horses, would it?

A        I was going to use it as collateral.

XQ       How did you reach the amount of \$950.00 as being necessary?

A        I thought I was doing right to fill it out for something around one thousand dollars to use it as collateral. I intended to give my own personal note.

XQ       Then why did you want to use the note in payment of an automobile?

A        I thought I was doing the right thing. I knew I could sell an automobile.

XQ       You told this man you were going to get it for your wife? Don't you remember that you told Mr.Tutwiler that you wanted an automobile for yourwife,-- an Essex?







A I think Mr.Tutwiler is mistaken if he testified that way.

XQ He is mistaken? A Yes sir.

XQ Didn't you tell Mr. Frank C.Hoover that you wanted a truck for your brother, that your brother had some lumber that he wanted to haul?

A I told him a truck. I don't recall telling anything about lumber.

XQ Mr.Hoover is mistaken, too, is he, if he says that you told him about a truck for your brother to haul lumber?

A Yes sir, I would say he was.

XQ Didn't you tell Mr.J.O.Stickley that you wanted a truck for your brother?

A I was going to sell the truck to my brother. She was going to buy the horses. I was going to turn the money over to her. Mr. Palmer was going to get the horses, the money was going to be turned over to Mrs.Henton.

XQ Did you stay there after that?

A Ten or fifteen days, possibly longer, it may have been thirty days.

XQ You had a Buick automobile, didn't you? A Yes sir.

XQ If you were so anxious to help Mrs.Henton, why was it that you didn't sell your automobile instead of trying to get a truck and sell that?

A It would be very difficult for me to walk in my territory. I didn't think I would sell my automobile to my brother. I have quite a large territory to cover, and I couldn't make connections by train or bus very well.

XQ You also told Mr.Arey that your automobile was too heavy, that your territory was mountainous, and that you wanted a Ford car to use for yourself? A No sir.

XQ He is Cashier and Secretary, I believe, of the Ford Motor Company in this city. Didn't you tell him that your automobile was







too heavy and that you wanted a lighter car for use in your territory?

A No sir. I never use a light car.

XQ Why did you destroy this note?

A Worthless, wasn't of any value. I didn't like to tell Mrs. Henton that I couldn't negotiate any money for her.

XQ It wouldn't have been embarrassing to her to mail it back to her, would it?

A I didn't want to embarrass her by telling her that I couldn't negotiate it.

XQ Don't you think she has been a whole lot more disturbed than she would have been if you had returned the note?

A No sir, I don't think so.

XQ You went so far as to have the title to her property examined before you ever had the note, didn't you? A No sir.

XQ Who paid for the examination of that title? A I did.

XQ How much was it? A \$2.50.

XQ And you paid that for the benefit of Mrs. Henton, too, did you?

A Well, the bank wouldn't accept the note, and I wanted to see what was wrong.

XQ Why did you go to Pennsylvania?

A My business required me in Pennsylvania.

XQ What business?

A I am in the truck business, salesman.

XQ Are you working in Pennsylvania? A Yes sir. Main office in Pennsylvania, Ardmore, Pennsylvania.

XQ Who is F.S. Thomas? A I don't recall any <sup>man</sup> ~~name~~ nor organization by that name.

XQ Were you in an automobile wreck? A No sir.

XQ Did you wire Miss Tracy Henton that you were seriously hurt in an automobile wreck? On April 18th, you didn't send her that



too heavy and that you wanted a lighter car for use in your territory?

A No sir. I never use a light car.

XQ Why did you destroy this note?

A Worthless, wasn't of any value. I didn't like to tell Mrs.

Henton that I couldn't negotiate any money for her.

XQ It wouldn't have been embarrassing to her to mail it back to

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negotiate it.

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she would have been if you had returned the note?

A No sir. I don't think so.

XQ You went so far as to have the title to her property ex-

amined before you ever had the note, didn't you? A No sir.

XQ Who paid for the examination of that title? A I did.

XQ How much was it? A \$3.50.

XQ And you paid that for the benefit of Mrs. Henton, too, did

you?

A Well, the bank wouldn't accept the note, and I wanted to see

what was wrong.

XQ Why did you go to Pennsylvania?

A My business required me in Pennsylvania.

XQ What business?

A I am in the truck business, salesman.

XQ Are you working in Pennsylvania? A Yes sir. Main office in

Pennsylvania, Ardmore, Pennsylvania.

XQ Who is F.S. Thomas? A I don't recall any name nor organiza-

tion by that name.

XQ Were you in an automobile wreck? A No sir.

XQ Did you wife Miss Tracy Henton that you were seriously hurt

in an automobile wreck? On April 18th, you didn't send her that



message? A No sir.

XQ Were you in York, Pennsylvania, on the 18th of April?

A I passed through York when I left Pennsylvania, didn't stop in York. Passed through York in the forenoon.

Mr.Hammer: What date?

Witness: I think it was before the 18th, however. I am not positive. The 17th, if I remember correctly.

XQ (Mr.Earman continuing): Didn't you wire Miss Henton from York, Pennsylvania, at eight a.m. on April 18,1931,"Mr.Yager in accident. Hurt very bad.", and sign ~~your name~~ the name F.S.Thomas?

A No sir.

XQ If such a message was received by her, then, you knew nothing about it? A No sir, nothing whatever.

XQ What was the price of two horses, two farming horses, about that time? How much was Mrs.Henton to pay for these horses?

A Wasn't any amount set. There wasn't any definite amount set; the note was signed in blank.

XQ Who was present when you destroyed this note?

XQ In whose furnace? A Mrs. R.S.Klose.

XQ When was it destroyed? A When I arrived in Pennsylvania, I don't remember the date. Possibly the 20th, around the 20th.

XQ About April 20? In whose furnace?

A Mrs. R.S.Klose, 2013 Seventh Avenue, Altoona, Pennsylvania.

XQ Was Klose present? A No sir.

XQ You and your wife went down in the basement and put this note in the furnace?

XQ And you received this note, you say, for the purpose of putting it up as collateral security, in order for Mrs.Henton to buy a team of horses, and,when you found the note wasn't negotiable, you destroyed it?

A Destroyed it when I come back to Pennsylvania, yes sir.

Witness dismissed.



message? A No sir.

XQ Were you in York, Pennsylvania, on the 18th of April?  
A I passed through York when I left Pennsylvania, didn't  
stop in York. Passed through York in the forenoon.

Mr. Hammer: What date?

Witness: I think it was before the 18th, however. I am  
not positive. The 17th, if I remember correctly.

XQ (Mr. Hammer continuing): Didn't you write Miss Henton from  
York, Pennsylvania, at eight a.m. on April 18, 1931, "Mr. Yager in  
accident. Hurt very bad.", and sign your name the name W.S. Thomas?

A No sir.

XQ If such a message was received by her, then, you knew nothing  
about it? A No sir, nothing whatever.

XQ What was the price of two horses, two farming horses, about  
that time? How much was Mrs. Henton to pay for these horses?  
A Wasn't any amount set. There wasn't any definite amount

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XQ Who was present when you destroyed this note?

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in the furnace?

XQ And you received this note, you say, for the purpose of  
putting it up as collateral security, in order for Mrs. Henton to  
buy a team of horses, and when you found the note wasn't negotiable,  
you destroyed it?

A Destroyed it when I come back to Pennsylvania, yes sir.

Witness dismissed.



Recess for lunch.

Mrs.Henton recalled to the stand, -- re-direct examination by Mr.Earman.

Q Mrs.Henton, the accused, Yager, in this case, says that his understanding with you was that he was to fill out this note for any amount that was necessary to use as collateral and to turn the money over to you so that you could buy horses?

A That was an entire mistake. I never said anything of the kind. I told him I wanted \$125.00; that was what he promised to let me have. I thought if the horses cost a little more or a little less I could make arrangements.

Q You did buy two horses, I believe?

Objection by Mr. Walker.

A Yes sir.

Q He said that he was here for about a week or ten days after this note was signed by you and turned over to you, and that he was about your daughter's home while you were there during that period.

A After I signed the note?

Mr. Earman: Yes.

A No sir, I don't remember that he was there, after that; at least, he never said anything to me about the note; if he was there after that, I don't remember. I was sick at the time, and I don't just remember. I don't think he was there. He came and said he was going to get me the money, he was going to Pennsylvania.

Witness dismissed.

Mr. Earman: That is all the evidence.

*Attested this 11<sup>th</sup> day of September  
1931  
Arthur H. Brown  
Judge*



Recess for lunch.

Mrs. Weston recalled to the stand, -- re-direct examination

by Mr. Harman.

Q Mrs. Weston, the accused, Jager, in this case, says that his understanding with you was that he was to fill out this note for any amount that was necessary to use as collateral and to turn the money over to you so that you could buy horses?

A That was an entire mistake. I never said anything of the kind. I told him I wanted \$125.00; that was what he promised to let me have. I thought if the horses cost a little more or a little less I could make arrangements.

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Mr. Harman: Yes.

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Witness dismissed.

Mr. Harman: That is all the evidence.

*Objection to the 11th day of September 1931*





