

REMAINS IN JAIL

Nan Patterson Jury Cannot Agree.

DISCHARGED FROM DUTY

Actress Taken Back to Tombs in State of Collapse.

NO MONEY TO PAY LAWYERS

Attorney Levy Says She Cannot Meet Actual Court Expenses—Effort to Be Made to Have Bail Reduced to \$15,000.

NEW YORK, Dec. 22.—The jury in the case of Nan Patterson on trial for the murder of Caesar Young, reported to Justice Davis this morning that they were unable to reach an agreement, and were discharged. It was reported that six votes for conviction stood as follows: One for murder in the second degree, two for manslaughter in the first degree and three for manslaughter in the second degree. It is said there was no vote for murder in the first degree. Foreman Harmer, of the jury, in his statement to Justice Davis said:

"Your Honor, we have conferred in this matter through long hours without being able to approach any coincidence of opinion. We have discussed it from every possible standpoint and do not require any instruction regarding the evidence. There are some of our number who seem absolutely unamenable to argument or persuasion. It seems to me that there is little possibility of our reaching a verdict."

The question of bail is the most interesting one at present to the imprisoned actress. Before her trial the District Attorney offered to accept bail in \$20,000, but this could not be raised, and the prosecuting officers declined to indicate today what their attitude on this point will be. District Attorney Jerome said he had nothing whatever to say at present as to whether he would agree to a lower bail or whether he would accept bail at all.

JURY REPORTS TO COURT.

Discharged When They Announced No Agreement Reached.

NEW YORK, Dec. 22.—It was 24 hours almost to a minute after the jury was sent out yesterday that word was sent to Justice Davis that it was ready to make its final report. The attorneys were hurriedly summoned, and Miss Patterson's father, who had been strolling around the corridors, was notified that the jury was about to return. He had scarcely taken his seat when the jurors took their places in their box. From the expressions on their faces it was apparent that their deliberation had not been altered in the brief hour that had elapsed since their foreman informed the court that an agreement was practically impossible.

A moment later Miss Patterson walked rapidly down the aisle and quickly sank into her seat at her father's side. Her face there was little to indicate that the jury's verdict remained with her. Her clenched hands rested firmly upon the table, and her piercing gaze was fixed upon the foreman as he delivered the jury's verdict. She threw her arms around her old father's neck, and burying her head on his shoulder sobbed like a child. Gently the old man returned the embrace, and with:

"Don't worry, little girl; it will come out all right yet," he urged her to cheer up.

A moment later she had gained her composure, and with flushed face and downward eyes awaited the final word of the court. Addressing the jury, Justice Davis said:

"You have done all that was expected of you in this case. You have been together all night and given your careful and conscientious consideration, and now I understand there is no possibility of reaching a decision."

"There is no possibility of our reaching a verdict," replied the foreman.

"Then I am compelled to excuse you from further attendance," replied the Justice.

After thanking them for the service they have rendered, he informed them that they were at liberty to go. The court remanded the prisoner for the time being, and she was led back once more across the Bridge of Signs to the cell in the Tombs prison.

Justice Davis, after his consultation with the foreman of the jury, said:

"I have been informed that the jury stood six for acquittal and six for conviction. As to how the six for conviction regard the crime, I was not informed, nor can I conscientiously seek information on the subject."

Foreman Harmer said:

"I would like to give you more information, but prior to our coming into court this morning we adopted a resolution not to make public what transpired in the jury room during the long deliberations."

"How many ballots were there?"

"We only took one ballot, but then, you know we did not proceed in that way. We found there was such a vast difference of opinion among us that we spent the remainder of the time in argument."

EFFORT FOR LOWER BAIL.

This is the Present Concern of Council for the Defense.

NEW YORK, Dec. 22.—Henry W. Ungras, of counsel for Nan Patterson, said after the jury had been discharged:

"We will not take any further action in the case until we learn what District Attorney Jerome intends to do. We have reason to hope, however, that he will consent to her release on her own recognizance, pending further disposition of the case."

Another of Miss Patterson's counsel said that he felt it would be the part of wisdom to wait "until the smoke of battle has cleared away," before making the next move. Some time next week, he said, Miss Patterson's counsel probably would ask bail for her and that the \$15,000

MUST UNDERGO ANOTHER TRIAL



NAN PATTERSON, ACTRESS, ACCUSED OF THE MURDER OF CAESAR YOUNG.

ball in which she was first held be reduced. The future of the case, he declared would depend a great deal upon the attitude of the six members of the jury who were opposed to her acquittal, particularly as to the degree of the crime of which they would be convicted her.

"The girl is in a very bad mental condition," he said, after he left her. "She is almost constantly hysterical, but I don't think she will collapse. I hope I left her in a somewhat better frame of mind. I, of course, cannot tell what we will do for her yet. The counsel for the defense will have a consultation, and will then do the best we can for her. If the trial is not right away, I am going to make a desperate effort to go bail for her. I will plead with Mr. Jerome to reduce the bail to \$15,000, and I will be able, I think, to arrange for that amount and thus let her have her freedom while again waiting the long nerve-racking ordeal she will have to face."

But One Ballot Taken.

Interest tonight centered in District Attorney Jerome's future action. He has not said what he will do, but it was intimated that the way the jury stood may influence him as to a new trial. The jury took but one ballot, according to the foreman, and devoted the remainder of the time to discussion. From first to last the division was even. For 24 hours they discussed the evidence, and one juror is quoted tonight as saying that one of those who stood for acquittal, tried the coat which Young wore at the time of his death, and with a revolver attempted to demonstrate that suicide was possible. The interest in the case was so intense that the crowds which had stood outside the court building all the morning, pursued Foreman Harmer, of the jury, when he left the court after the final adjournment. He boarded a trolley, but men chased the car to his business office, and mounted police were called to disperse the throng.

Levy Expresses Disappointment.

Abraham Levy tonight issued a statement in the course of which he said:

"From our understanding of the law applicable to it, and a careful analysis of the material proofs which could be regarded as having weight or logical relation to the case, we felt confident that the trial would result in the girl's acquittal, and we are disappointed at the outcome."

"We are more convinced than ever that a verdict of guilty never will be reached in the case. Whether or there is to be a third trial is a matter largely resting in the official judgment of the District Attorney, whose conclusion on that subject necessarily will be affected by his legal judgment as to the probability of conviction, and his more purely official judgment, whether or not the county should be subjected to the enormous expense which another trial of such a case entails."

After expressing his appreciation of the work of Judge Davis and reviewing the fact that there was no coroner's inquest, and that the defense did not have the minutes of the grand jury which indicted Miss Patterson, Mr. Levy continued:

Nan Patterson Has No Money.

"The defendant is wholly without means. When counsel assumed the defense of her case it was with the understanding and in the expectation that the defendant would be sufficiently equipped with means, if not to properly compensate them, at least to meet the disbursements and actual expenses which were bound to arise. This she has never been able to do; so that, during the progress of the trial, we did not even have the stenographer's minutes of the testimony, but were obliged to depend upon our own notes as to proofs given through a trial spreading over three weeks."

"Probably the most important witness for the defense should have been Miss Blake, the telephone operator at the St. Paul Hotel, who received the various messages which the deceased sent on that morning. But we were entirely without means to secure her attendance at the trial, and only discovered her whereabouts in St. Louis while the trial was in progress."

"There were many other embarrassments from which the defendant suffered with regard to the non-appearance of witnesses, which are well known to the public."

"We feel confident now that, in view of the wide publicity given to the case, other witnesses will come forward, if necessary, to corroborate the defendant's story in all its substantial details. We question, however, whether the District Attorney will move for a third trial of this case."

ACTRESS IN A COLLAPSE.

Has to Be Assisted Across Bridge of Signs, and Weeps in Her Cell.

NEW YORK, Dec. 22.—This morning Miss Patterson asked for news from the jury. She became hysterical while awaiting an answer, and the Tombs warden went to see her. He assured her that there was no news, and that she could not possibly hear anything until it was announced in the courtroom before her.

Instead of reassuring her, this news made her worse. She had a severe attack of hysteria.

Dr. Levin, the Tombs physician, was sent for in a hurry and prescribed for her. About this time her father arrived at the Tombs, and he boarded the bridge of signs to go to see her. With his presence and the efforts of the physician she improved considerably in a short time. As soon as she was somewhat composed she was led across the bridge of signs to the Criminal Court building.

When the jury came in at 12:30, Miss Patterson became very nervous. The color of her face seemed to deepen, if that were possible, and her whole attitude showed that she was undergoing keen suffering. When the jury reported their disagreement and the Justice discharged them, she turned to her father and threw herself on his shoulders, weeping bitterly. Up to the last she had hoped to be free in time to go home to Washington to spend Christmas with her mother, and the disagreement was a most poignant disappointment to her. The old man tried to comfort her, but she felt fainting in his arms.

The girl was revived from her fainting spell, but continued to sob hysterically. Justice Davis thanked the jury and recommended Miss Patterson to the Tombs. She was led out sobbing violently and in a state of severe nervous collapse.

Nan Patterson collapsed again when she was being taken across the Bridge of Signs. It was said she was in a serious condition for the time being. She was revived sufficiently to be taken to her cell, where she again collapsed.

Once in her cell, Miss Patterson wept, their disagreement tried to comfort her, but she would not be comforted. She cried for her father, but when he was admitted to her cell she did not immediately recognize him. The father wept in company with his daughter.

After the prison physician had administered stimulants, Miss Patterson regained some of her former self-possession.

"Do you think," she asked the missionary, "that I broke down and cried along toward the last. You remember after I had stood Mr. Harmer's attack as long as I could, I just had to break down and cry, and I thought that maybe I was that kind of woman."

The missionary reassured her and she became more cheerful.

Mrs. Patterson's Grief is Great.

WASHINGTON, Dec. 22.—Mrs. Patterson, mother of Nan Patterson, is in a state bordering on collapse. A relative said today she was grieving constantly and waiting patiently for her daughter to come. The family is keeping from her the fact that the jury has been discharged.

RUNS SHORT OF FUEL.

German Lloyd Has Very Rough Passage on Voyage From Naples.

HALLIFAX, N. S., Dec. 22.—The North German Lloyd steamer Prinzess Irene, which left Naples December 9, reached here tonight short of fuel. She will take on 30 tons of coal and proceed to New York. She reports terrific gales and head seas, and was compelled to use large quantities of oil. Three passengers were injured by being thrown from their feet.

B. B. RICH CIGARS.

First selections and full factory sizes. There is a difference. B. B. Rich, 7 stores.

BLAMES FIGURE 13

Mrs. Belle Schloeman Bemoans Her Ill Luck.

LOSES HUSBAND AND SUIT

Believes Mystic Number in Some Way Prevented Getting Money From Husband's Uncle for Spouse's Affections.

CHICAGO, Dec. 22.—(Special.)—"Ill luck has followed me in this case all the way through, and I am not surprised that the jury decided against me," said Mrs. Belle Schloeman today in Judge Chytraus' court. The jury in her \$10,000 damage case against Ernest H. Schloeman had just returned a verdict of not guilty. Mrs. Schloeman accused the defendant of having alienated the affections of her former husband, eventually causing them to separate. Her husband was William E. Schloeman, now of Seattle, and a nephew of the defendant in the suit.

"Number 13 has figured prominently in my case ever since my husband first fled suit for divorce on December 13," said Mrs. Schloeman. "I replied with a cross-bill on April 13, 1902, alleging desertion on October 4, 1901. My husband made no defense and I was granted the decree. Since I brought suit for damages against my husband's uncle, three attorneys I employed at various times have died. Attorney D. L. Jarrett is my fourth lawyer. Perhaps the fact that I live 1, 4, 13 and aid avenue may have something to do with my misfortune."

E. H. Schloeman is the head of a stockyard firm of horse dealers.

STORIES BRING NO CLEWS.

Mount Cutler Mystery Is No Nearer a Solution.

COLORADO SPRINGS, Colo., Dec. 22.—Although the officers working on the Mount Cutler murder mystery were on the go continually all day today, their efforts were devoid of any new developments. Chief Reynolds has been working on a report made by Conductor Allen, of the Cripple Creek Short Line, to the effect that he carried a girl answering the description of the victim from Cripple Creek to Rasmont about three weeks ago, and this may lead to a clue.

Many stories are being sent out of the finding of clothing, but, according to Chief Reynolds, they are "nothing more than the reports, and the officers are as much in the dark as ever."

The proprietor of the Plaza Hotel tonight reported that November 23 Mrs. Lillian Homan, of Central Park, registered at her hotel, and two days later went away, leaving her valise. She was seen later on a street-car, but has not appeared at the hotel, although her bill was paid. The description of the body found on Cutler Mountain tallies closely with the New York woman, and the police are trying to trace her.

Search Now for Miss Swift.

COLORADO SPRINGS, Dec. 22.—The police of this city and Cripple Creek district are today searching for Miss Minnie Swift, a young woman who left her home in Cripple Creek, December 8, to spend several weeks in Colorado Springs. This is an entirely different person from Mrs. Mamie Swift, who was reported missing and dead again yesterday. Miss Minnie Swift is said to answer the description of the Cutler Mountain victim and to have been unheard of by her family since she left her home. At a residence here, where she roomed formerly, and where she asked a maid to make her headquarters, she has not been seen.

The City Chemist has today analyzed the contents of the bottle found near the scene of the murder, and announces it pure carbolic acid. The bottle is full, however, and is believed by the officers to be in no way connected with the crime. While every clue is being rung down to the creation of the police, the police are abandoning the idea that the murdered girl lived in this vicinity, and are depending upon the trial years apart, a detail description of her teeth ultimately to reveal her identity.

BANKER CHARGED WITH ARSON

I. N. Perry Connected With Burning of Chicago Car Works.

CHICAGO, Dec. 22.—The grand jury today returned two indictments against I. N. Perry, ex-president of the National Bank of North America. The indictments charge him with arson in connection with the burning of the plant of the Chicago Car & Locomotive Works at Dearborn, which was the property of the locomotive company, which was in financial difficulties. The works were heavily insured. Mr. Perry was acquitted of the charge of arson, but was charged with the burning of the plant of the Chicago Car & Locomotive Works at Dearborn, which was the property of the locomotive company, which was in financial difficulties. The works were heavily insured. Mr. Perry was acquitted of the charge of arson, but was charged with the burning of the plant of the Chicago Car & Locomotive Works at Dearborn, which was the property of the locomotive company, which was in financial difficulties. The works were heavily insured. 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