TRIAL OF MONROE EDWARDS.

[Reported for the Tribune.]

Court of Oyer and Terminer.

Before Judge KENT and Aldermen BALLS and HATFIELD.

THIRD DAY.... WEDNESDAY, June 9, 1842.

The Court came in at a few minutes after 10, and after a few minutes delay in waiting for the District Attorney, the Trial proceeded as follows:

Mr. Jamieson called. The notes paid to Mr. Caldwell by the Teller of our Bank were paid, I think part in twenties $1,000 notes, and the rest I think in $500 notes on the Bank of Baltimore.

Cross-Examined by Mr. Emmett—When I saw Mr. Caldwell in the Tombs I had come on here to see if I could identify him; I was requested to go there; did not go into the cell; I saw him in a room with the Mayor on the bench. There was a group gone through, with three a few were present. I understood that the prisoner had been regularly committed. He was sitting in one corner of the room. There were some persons talking with him, I did not count out the money paid to him myself; I gave directions to the Teller to pay it, and saw it paid to him; I recollect distinctly the denomination of the notes.

By Mr. Whiting: I recognized Mr. Caldwell immediately on seeing him.

Mr. Kleckner called. Brown, Bros. & Co. drew no Bills of Exchange on Wm. & James Brown & Co., at Liverpool, in 1840; none whatever. The writing and signature of this bill (handed to witness) are genuine; the date is altered; the real date of this is May 31, 1839, altered to May 31, 1840. With the signature of this other bill, drawn by Prime, Ward & Kings, I am not so familiar.

THE DISTRICT ATTORNEY SAID THAT THE PROSECUTION RESTED.

THE DEFENCE was then opened by WILLIAM H. EVARTS, Esq. He began by reminding the Jury that for two days the Prosecution had had full possession of their ears, and that for two nights the evidence had sunk deeply into their thoughts, and he was still well satisfied, although it might have made an undue impression on their minds; for if the Jury have had it in their power to weight it properly, they must have perceived that, imposing as is the fabric thus erected when once the keystone of the arch is out, the whole must fall to the ground. Before proceeding to give the outline of the proposed defence, he wished to mention some circumstances which should tend to restore that feeling of impartiality which possessed their minds before the evidence was laid before them. He would first allude to the character of this prosecution. The gentleman who opened the cause for the prosecution had represented the high importance of this case to the community of New-York, from the feeling of profound alarm which had prevailed among the mercantile portion of the community in consequence of the great forgeries which preceded the arrest of Monroe Edwards. He acknowledged the truth of this—but it was equally true of any case of forgery. But there was one point to which he wished to call particular attention; and that was the fact that the instigators of this prosecution have a deep pecuniary interest in the conviction of the prisoner. There are certain suits pending in the Courts of Pennsylvania for the recovery of the money which was found with Edwards; and the issue of these suits depends on the result of this trial. In the suits Brown, Brothers & Co. are the plaintiffs and the prisoner is the defendant, and there are similar suits now pending in the Courts of this city, likewise depending for their issue on the conviction of the prisoner.

It should be remembered, also, that there is an unusually large reward offered for the conviction of the prisoner and the recovery of the money, and this also depends entirely upon the conviction of the prisoner. This reward is 20 per cent. on the whole sum lost; so that the informer in this matter is also directly interested in the issue of this suit.

But there is another party to whom the issue of this trial is important, namely, the prisoner at the bar. He is a stranger in this community—from a far distant section of our common country. He is connected with the most respectable families in the West—a circumstance Mr. E. said he should be more delicate in mentioning if distinguished counsel had not come from his native State here for his defence—gentlemen who knew his standing and the character of his connections there. He is the son of a widowed mother—the brother of a widowed sister—the stay and support of that family. From these facts the jury must see the necessity of doing all in their power, in a trial of such importance to the agents of the Prosecution, to the prisoner and to his family, to reach a just verdict, and to discern between the semblance and the truth. The rule of common law that a prisoner should be tried by men of his own vicinity, though preserved in form, is still disregarded in effect. He stands here a stranger, under all the disadvantages arising from his being a Southerner, and from the other circumstances by which he is surrounded.

These considerations Mr. Evarts urged with reference to the conduct of this case. On the one hand were arrayed the People of the State of New-York, with the whole wealth of the State at their control, with all the ability of the District Attorney and his distinguished associates, and on the other the prisoner alone, deprived of all his papers and of the means to conduct his defence. The prosecution have had at their command all the testimony they required, while the prisoner, arrested without a moment's warning, stripped of every one of his papers, robbed of the money found in his possession, which was seized and held illegally, has no one to procure testimony, and no means to purchase the legal ability which was always at the command of wealth—Whatever he gains will be wholly in consequence of the intrinsic honesty of his cause. We were not, until the day of trial, informed on which of the eight indictments found against him he would be tried. The prosecution have shown not the slightest disposition to favor us in these respects.

Such are the disadvantages under which the defence labors in relation to the other party in the cause. There were others in relation to the cause itself. Previous to the arrest, some very extensive forgeries had been committed upon brokers in this city through the West and South-West. The prosecution have advanced to you the notion that all forgeries in the country ceased immediately on the arrest of Col. Edwards. Now it happens that, during all this time, the prisoner was in Europe; and many important influences which have been brought to bear on this trial will depend on this fact. Mr. E. said he alluded to the newspaper statements which had been made with regard to Mr. Edwards's conduct in England and in Texas. The public mind, on and after the arrest, was instantly possessed by the slanders which were widely circulated. There was a disposition to catch and punish somebody, so that these forgeries might cease. The prisoner was every where, in advance of his conviction, styled a *forger*—the *distinguished, notorious* forger, &c. The plan of the prosecution, then, was to overwhelm him with a multitude of charges, with so many ramifications as to make it almost impossible for him, with his crippled means, to meet them. With regard to the letter said to be forged, Mr. Evarts said he defied the Jury to remark a single instance in which it had been distinctly laid before them.

One single witness has been called to say that it is in the hand writing of the prisoner. He has said it, and has the same time said, that he never saw him write, and has thus left you to judge of the weight of his testimony. The indictment charges that the prisoner, *laborer*, of the city of New-York, forged the letter which has been already presented, signed Manuel White & Co. Now the prosecution must prove that the prisoner did forge this letter in the city of New-York, or that he uttered and published it, knowing it to be forged, in the city of New-York. This is rendered necessary by the terms of the indictment. It is made necessary by the provisions of the common law—founded in these provisions are, on the soundest reason and in the highest requirements of justice. This rule will be acknowledged by the Court. The prisoner, moreover, is to be tried on the evidence presented relevant to this indictment. No evidence given in the cause can be allowed but that which goes to prove that he committed this offence in the City and County of New-York. All other evidence must be thrown aside or you violate your oaths. No evidence which goes to prove him guilty of some other crime can be admitted in trying him for this. You cannot argue that, because he has committed other crimes therefore he is guilty of this. You are sworn to give judgement on this single indictment on which he is upon trial. The jury are entirely ignorant in theory, and should be in fact, whether he is the most unblemished or the most degraded man in the community.

Mr. Evarts next proceeded to consider who the prisoner is; and what part he had played prior to this transaction—Monroe Edwards, he said, was introduced here in 1836 by two distinguished Southerners—Gen. Hunt, Texan Embassador, and Joseph M. White, of Florida. He was introduced as a Southernor of distinguished family and great wealth—He was engaged in important negociations, and sailed to Europe.

He returned in the fall—went to Louisiana and to Texas. He there remained till June, 1841, when we find him in N. York, and it is to this time that Lewis Tappan refers. He then went to Europe—remained till the Spring of last year, and arrived in Baltimore by way of the West Indies on the 5th of July, 1841. From that time we shall take on his position and relations somewhat closely in the defence. Till the 2d or 3d of October he was in the North cities, New-York, Philadelphia, Baltimore, Washington, and no suggestion was made to his prejudice—no slanderous voices were uttered through the newspapers to distinguish him from any other quiet member of the community. On the 3d of October he was arrested, and from that moment the floodgates of public opinion were let loose, and we see nothing but defamation and abuse following the mention of his name. He fully proved the truth of the adage, 'give a dog a bad name and any body may kill him.'

I will now call your attention to the principal heads of evidence brought against the prisoner. In the first place there is that most efficient source of evidence the resemblance of the hand-writing of the prisoner to the forged paper. On that there has been only one witness, and he says he has never seen him write, but has frequently received letters from him. There is evidence also of other witnesses as to the resemblance of certain other letters sought to be connected with this forged paper. The jury must, however, notice that this evidence is of no importance in this cause if the circumstances on which its connection depends are rebutted. The evidence of Mr. Vaux who testified to the identity of the hand-writing of these letters with that of the prisoner, Mr. Evarts thought should be allowed little weight—because it was derived from notes written for the purpose of procuring the means of defence, and because he did not apply it to all the paper supposed to be forged. The finding of the $45,000 in the prisoner's trunk is brought up as evidence against him. Part of this money is found in a bag which has at some time or other been used in a broker's office at Baltimore; and this is regarded as a strong point of circumstantial evidence. It can, however, be of little weight because it is not proved where or how the broker at Baltimore parted with this bag, nor how it came into our possession. It does not at all appear whether Caldwell took his gold in this shot-bag or in some other. No attempt has been made to identify the funds in our possession—some of which was in gold—some in New York—some in Virginia, and some in Maryland funds—just such as we may as a gentleman in the prisoner's situation would be expected to have.

Another point urged with great force against the prisoner is his alledged personal identity with this Mr. Caldwell. Any experience must have taught the jury how deceptive a thing is personal acquaintance. They must all be aware how frequently they are mistaken in the identity of persons with whom they are acquainted; and nothing could be easier than that the occurrence of such an error. All the witnesses who attempted to identify him have testified that they had never before seen either Mr. Caldwell or Monroe Edwards. It was very strange, too, that the face of a person whom the witnesses had seen only for a few minutes, should be remembered much better after a lapse of eight months than at the end of one; and it was strange too that whereas only one person could be found in Philadelphia to testify to the personal identity of the prisoner, at the end of eight months nine such should be found, each of whom should remember him more distinctly than the one did in the other case. Several cases were cited from the Law Books, showing the great uncertainty which always attends an attempt to identify persons. The recent case of Pomeroy in this city was alluded to, in which a broker's boy has sworn positively to his identity and yet no bill was found by the Grand Jury. The influences against Edwards arising from the facts that he was a slaveholder, that he had money with him, that he had been negociating upon matters connected with Slavery, &c., were sufficient to procure his arrest and detention in a community of abolitionists.

Passing to the positive defence in the case, Mr. Evarts said: it was always sufficient if the Prosecution fail to prove the charge. It is, however, for the prisoner to explain all the results of the alledged crime by showing that they may be attributed to another source, and he certainly can rebut the charge, by showing that it was impossible for him to have committed the act. This is the highest evidence he can have, and this indicates the nature of a defence, which consists of three branches: 1, to explain all the results of the crime, and 2d, to explain all the circumstances which appear to establish his guilt; and, 3d, by showing that we *could not have done the acts attended, in the places and at the times charged—because we were not in those places at those times*. The means of proving where a person was at any particular time long past are not easy. Business persons who keep accounts and counting rooms can do this more easily; but how difficult is it for a person professedly without avocation, traveling from one place to another with no record of his position at any successive periods. It is difficult for him to convince himself where he was, and almost impossible for him to obtain other persons to swear to it. In such cases an *alibi* fail, left done to be proved afterwards, is the highest proof which can be adduced.—Now the prisoner is charged with being at New-Orleans on the 10th of August. Now if we show that he was somewhere else at that time, and that the letter was put in at New-Orleans, this is conclusive. A letter was also put into the Post-Office at Alexandria on the 29th of August. Now if the prisoner was not there on that day, he did not put it in. On the 30th of August, the answer to that letter is taken out of the office at Alexandria, a letter containing the drafts from Brown, Brothers & Co. It was taken out by somebody. Did the prisoner take it out? If so, why not bring the Post Office clerk to testify to it? Now if we prove that the prisoner was somewhere else on the 30th of August, we prove that he did not take it out; and the Jury cannot go on with this case unless it can be proved that the prisoner did take it out, or that an agent of his took it out and gave it to him on that day. It also we show that on the 31st of August the prisoner was not at Baltimore but was somewhere else, we prove conclusively that he did not present these drafts as testified by those witnesses. The same remarks will apply to the 1st and 2d of Sept., when he is said to have been in Richmond. So much for the *alibi*.

When Mr. Edwards was last in Paris in the winter of 1841, the new treaty between Texas and France had just been concluded. By that treaty it is accorded to the inhabitants of the West India colonies that they shall enjoy all the advantages of the inhabitants of the most favored nations.—The Texan law forbids the introduction of slaves to that country except from the U. S. Negroes then sought to profit by this; and to learn more definitely on this subject Mr. Edwards and Mr. Johnson, a slaveholder of Mississippi took the opinion of an eminent American lawyer in Paris, and of a distinguished French advocate, M. Berryer, as to the legality of the enterprise. That opinion is among the papers of Mr. Edwards at Philadelphia, unless Recorder Vaux has brought it with him. In pursuance of those opinions the enterprise was concluded, and on the 31st of August a partnership was entered into by Messrs. Edwards & Johnson with regard to this business. And the terms of this partnership, which were of necessity to be secret, will be proved by the only one who can be expected to prove it, Mr. Johnson. The enterprise required ready money, and that was furnished by one party; it required also land in Texas, and this was furnished by the other party. It also wanted a man conversant with business to conduct the enterprise. That man was found in the prisoner, Col. Monroe Edwards. The consummation of the agreement gave to the prisoner the conduct of the enterprise. The other party, the owner of the Barbadoes plantation, Mr. Johnson, was to furnish the funds for the enterprise, and both were to furnish the necessary land and negroes. Mutual agreements are made, and Mr. Edwards comes into possession of the money, as will be shown in evidence. In this way the money will be accounted for.

Nor is it at all improbable that a gentleman should put his gold in a shot-bag; nor that he should put that money in a broker's bag; nor that, J. & Lee being brokers, keeping fifty or sixty bags, the money should be put in one of their bags. Very natural is it also that the money paid by Johnson to Edwards, since it was paid at Baltimore, should be in Maryland and Virginia funds. But the *structure of the receipt* given for this money will effectually explain this matter. They were business men, and all these matters would of course be strictly attended to.

The defence cannot deny that the prisoner had in his possession a stamping apparatus. It will be proved that these types were purchased in Paris—and unless it can be shown that these types can be distinguished from all other types in the world, their possession can be of no account. The testimony on this point moreover is not consistent with itself. If this letter—on which it is said a forged stamp was impressed by the prisoner—had been put into the office at New Orleans, it would have received a regular, genuine stamp—and would at once have excited suspicion. It it had been put into the Post-Office in this City it would have received the City post mark. And yet Mr. Kleckner testified that the letter came on his desk through the Post Office. How, then, can these points of evidence be reconciled?—But the defence further contend that it is not proved that the post-mark to this letter was forged, and the presumption is that it was genuine.

If the defence show therefore that the prisoner was not in the city when the letter was put upon the desk of Brown, Brothers & Co., it will be impossible to prove that the mark on the letter is forged by any evidence that has been submitted. But if it be proved that it was forged, there is no evidence to show that the types found with the prisoner did it. The defence will show, moreover, that the types found were sufficient to form the name of Monroe Edwards, and that they were used to stamp his clothes. These clothes, with the stamps upon them and the letters La. will be produced. It will also be shown that out of the letters forming the words *Monroe Edwards, La.* can be formed the words *New Orleans, La.*; as he will be shewn to have had duplicates of these letters.

Wherever the Court could compel the attendance of witnesses the evidence had done so. They in other cases where it could not be done, have procured depositions, and among them are those of two daughters of Mrs. Phillips with whom Mr. Edwards boarded.

One of these daughters testifies to facts wholly within her own knowledge, and which Mr. E. confessed should better be kept from public notice, but which, he was sorry to say, it was necessary to introduce. Both these ladies would have been produced if the mother, a widow, would have consented to submit her daughters to the ribaldry of the Court and of the newspapers. If the trial had been held in Philadelphia, this daughter would have given her testimony; but no persuasions could induce that mother to expose her young and inexperienced daughters to the influences which would meet them here. The prisoner, however, was the only loser by this; for the most weighty of all testimony is that which falls from the lips of a virtuous female.

The prisoner asks no favor. He demands simple justice, and puts himself on his plea of not guilty and the pure justice of his cause; and Mr. Evarts, in closing, said that, in appealing to so honorable and intelligent an Jury, upon a case in which the justice was so clearly in favor of the prisoner, he had no fear of the result.

The following letters were then introduced by the District Attorney, Mr. Emmett saying that they could not be used as evidence against the prisoner.

NEW-ORLEANS, 6th Sept. 1841.

Messrs. Brown, Brothers & Co., New-York:

Gentlemen: We are this evening in receipt of your favor of the 28th ult. stating you were "in receipt of our favor of the 19th inst. and were much obliged for our kind introduction to you of a friend, J. P. Caldwell, Esq." with the two drafts for $13,000 each you enclosed to us together with his letter to us instructing the shipment of all the cotton subject to his order in our hands (1100 bales) to your house in Liverpool. In reply we necessary to say to you that the whole business is a fraud, as we never wrote the letter of introduction alluded to—have no knowledge of who John P. Caldwell, Esq. is—nor have we a single bale of cotton belonging to any man of that name in our possession.

We waited on your friend here, Storry, Bost. Storry, and showed him your letter with the three enclosures, at which he expressed much surprise, and thought that we ought to have the drafts regularly protested for non acceptance and return them forthwith to you, which we now enclosed, and hope you may be enabled to apprehend the rascal and recover from him the amount you advise having remitted him.

It appears a similar fraud was practised on our friend and correspondent, Joseph Clibborn of New-York, to whom a forged letter was addressed introducing the same individual who wanted to negotiate through him about 25 to $30,000—he very fortunately declined the business as contrary to the express understanding of his parters at Antwerp on that head.

We hope to hear soon from you of your having recovered the money and counterfeiter. Very respectfully yours,

MAUNSEL WHITE & CO.

NEW-ORLEANS, 28th July 1841.

H. S. HELL, Esq. *Baltimore*:

SIR—Your much respected favor of the inst. from Philadelphia is at hand stating that you and your brother had lately become proprietors of a large cotton estate in Phillips county, Ark. and are desirous of forming an engagement in this city for the same; and that you will not want any advance until your first crop is in hands, nor even then be good what is necessary for plantation supplies. We feel much gratified at the confidence you repose in us by offering us the agency through the recommendation of our friend, Mr. Gray, of Richmond, and you may rely upon our best exertions for your interest.

The terms you propose to use of not requiring any advance in anticipation of your crops being in hand is exactly the kind of business we like to do, and we will cheerfully accept of it on these terms. One of our firm (C. Ballit) is at present in Louisville, Ky., and will return in the neighborhood of some months. We don't know if it is his intention to go North, but should he do so, it will afford him much pleasure to become personally acquainted with you. We have no particular correspondent in New York, though we have no doubt our firm is well known there; and should you purchase any articles to be consigned to our care, you will find no difficulty in shipping them through the house of Brown, Brothers & Co., or Prime, Ward & King, or Joshua Cliborn, and many others equally good. At present there is little or no business doing in our city, and we have only to refer you to the price current annexed for the present state of our market.

We remain your obedient servant,

MAUNSEL WHITE & CO.

Mr. Emmet stated that a commission had been issued by Judge Kent, and forwarded to Havana, requiring the deposition of Charles F. Johnson. Mr. James S. Calhoun, U. S. Consul, and J. A. Smith were deputed to take such. The commission was sent out in the vessel that Mr. Argentine went in, but the Consul write back, that after efforts made to that effect no Charles F. Johnson could be found, and the commission was returned the day after it had been received there. Mr. Argentine succeeded in discovering his residence, and proceeded to take the deposition. The witness was sworn before the Consul, and answers given to most of the questions. He complained of the mode that had been adopted, and thought improper interference had been exercised. After some further conversation, a deposition was read of which the following is the substance:

Charles F. Johnson deposed that he is 40 years of age—was native of the parish of Caddo in Louisiana—a planter and trader by profession. That he has known Edwards 12 or 13 years, and has met him in every situation and under various circumstances, and has entered into various speculations with him. That he met him in Paris in the spring of 1841. A proposition was made of entering into a business transaction the 2d of August, 1841; it was carried into effect at the Astaw House, in Baltimore by signing an agreement to the following effect. The capital was to be $200,000 and the business to be carried on by Edwards alone—was the transportation of slaves from Martinique to Texas for the purpose of cultivating a plantation there. Johnson was to pay Edwards $50,000 in cash and to place in his possession as $50,000 more. Edwards was to put in three and a half leagues of land owned by him in Texas, counted for $100,000. The money was forthwith to be paid to Edwards, which he was to invest in tobacco, to be shipped to St. Pierre, and Johnson was to meet him there in all January and February, and to furnish him with 250 good sound slaves which Edwards was to take to the plantation in Texas—Edwards was to be allowed $5000 yearly for his services, and he was to have the further privilege of using $10,000 of the $50,000 paid by Johnson, on condition that he furnished by a certain time for the plantation a number of horses and mules valued at $1,000. The party failing to comply with the terms of the agreement was to pay the other party $50,000. Annexed to the deposition was a receipts signed by Edwards for $6,500 in gold, $22,000 in New York bank notes at par, $14,400 in Baltimore bank notes at 3 per cent, making in all $50,000 to be appropriated by Edwards according to the terms of the agreement. This copartnership was witnessed by two persons employed at the Astaw House. On his cross-examination the deponent was asked a great number of questions as to the manner in which this money came into his hands—the persons from whom he had received it—the business in course of which he had got it—the time when he left the United States—the cause of his leaving, &c. all which he said he would not answer. Appended to the deposition were the two following letters from Col. Edwards to Mr. Johnson:

WAVERLEY HOUSE, NEW-YORK, Aug. 31, 1842.

Charles F. Johnson, Esq.

My valued Friend—I fortunately met with Isadore yesterday afternoon, at Philadelphia, and as he was in a great hurry to get on to Bath, I concluded to come over this far with him, and I embraced the only opportunity I shall have in communicating with you until we meet.

I have closely observed the Tobacco market since we parted, and as yet have come to no definite determination in regard to the point at which I shall make the purchase. I shall hold on at Philadelphia until the 1st October, and if I get no favorable accounts by that time in regard to the subsidence of the fever at New-Orleans, I shall then proceed to charter or load a brig from Baltimore and will sail in that month for St. Pierre. If, however, things should look favorably at New-Orleans, I would prefer to go there, as it would afford me an opportunity of paying a short visit to my friends there, which would of course be very gratifying to me; however, rest assured that I have an eye single to our joint interest, and no consideration of a personal character will induce me to lose sight of that interest for a single moment. From the last quotations at New Orleans compared with the prices quoted by Delcteray, I see we shall realize a profit of 20 per cent.; and it we are fortunate enough to succeed in consummating the barter pending with Mr. Powell, the Tobacco that will cost us $40,000 here will be worth to us $90,000 in Martinique.

Since you left I have seen a very good friend of mine from Texas, and have made some preliminary arrangements with him calculated to facilitate the removal of our people from Galveston to Red River. The arrangements I refer to is the procuring of a steamboat to convey the negroes from Galveston to the highest navigable point on the Sabine or Natchez—this plan will be greatly preferable—the rivers will be up in March or April, and the steamboat arrangement will save us the long, tedious and costly land transportation. There is another advantage desirable from this plan, that has probably not occurred to you. The country about Galveston is very sparingly populated, and wagons and teams would cost us very high, if indeed they could be procured at all. On the other hand, Eastern Texas is very well settled, and such conveyances as we want can be procured cheap and abundant. I know the country well from Galveston Bay to Red River, and depend upon it, it will be no easy matter to move 100 or 1,000 people from the Bay to the region of Nacrydoches. After getting that far there will be no trouble; the country is open and well settled, and the roads good from that portion of the country to Red River. If no misfortune prevents, I flatter myself I shall be snugly domiciliated at Sassafras Point by the first of May next, and if untiring industry can accomplish any thing, I will, in the course of two or three years, show you one of the finest estates in the South.

The *bradoe* that I mentioned to you contains about 3,200 acres, and if I get to the Point by the first of May, I intend to burn it off and plant the whole in corn, and with a good season I shall hope to gather at least 120,000 bushels, and in 1843 I fully expect to make at least 3,000 bales of cotton, besides carrying on all needful improvements. I hope to put things in such a state that when you visit me you will be disposed to give up your Mexican establishment altogether, and finally settle down on Red River. If any thing should occur to prevent your coming over to Martinique in person, I want you to be very full and explicit in your instructions to Mr. Pavil, for you know he is a very curious old gent.

Your true friend, M. EDWARDS.

(Directed) CHARLES F. JOHNSON, Esq.

Per A. ISADORE. Seal, Mexico.

(D.)

CITY PRISON, New-York, 4th April, 1841.

MY VALUED FRIEND:

I have received your letter of the 17th February, and regret exceedingly to hear of your illness. It would be needless for me to enter into the details of this outrageous prosecution against me; you know how utterly groundless they are. If I were alone in the world, I should care but little for this prosecution; but the pain it has given to my family and friends, and the injuries that by it have been inflicted on you, has been the cause of more unhappiness to me than any personal considerations.

I am sorry that I could not meet you at St. Pierre in January, but as it was no fault of mine, I trust you will not attach any blame to me therefor, and I do hope you will not enforce against me the damages I am liable for, by the failure on my part to comply with our contract. Under the belief that you would be at St. Pierre or St. Thomas, I wrote to you to both of these places in February, and sent out a commission to take your testimony in case you should not come on to New-York; unfortunate for me was your short stay in Martinique and still more so was your illness and detention in Cuba. I now ask you, 'Uncle Charles,' to do me the favor, and as you have often told me that you regarded me with the affection of a brother or son, I hope you will not disregard it, it is merely to come on this city in person. I know that your engagements in Mexico are very extensive and probably imperative, but if it be in the bounds of possibility, do for God's sake come on here in person; your personal presence here would shut the mouth of rank malice itself. I feel assured if your health and engagements will admit of it you will be here, but in case any accident should prevent it, I have had a commission sent out to take your testimony.

The commission is sent to three gentlemen at Havana—the American Consul is one of them. But do come in person, for it will not detain you long. I have taken no pains to contradict the many slanders that are published against me, for it is my intention to meet them in open court before a jury of my countrymen. All I ask is fair stake and I shall vindicate every lie that the paid and perjured scoundrels have propagated against me. I ask no favors of any man, and I will show my enemies that they have 'waked up the wrong passenger for once.' It is not for me to advise you in regard to your own interest; you best know what steps to take. If you do not come on I would be glad if you will answer your copy of our contract to your deposition, as you have been before advised, your funds in my hands were attached, and all that was not stolen is, or was, in the hands of the Recorder of Philadelphia; upward of $2,000 of the funds I had at the time of my arrest has not been accounted for, which, together with my diamonds and a large portion of my wardrobe, has, I suppose, been divided among the very honest and gentlemanly persons who officiated at my arrest.

Hoping to see you by the 1st of May, I remain, as ever, your friend, M. EDWARDS.

P. S. On arriving here, call on Wm. H. Evarts, Esq. 2 Hanover-st. and he will tell you how you can see me. M. E.

(Directed) CHARLES F. JOHNSON, Esq.

Per Hellespont. Care of the U. S. Consul, Havana.

The following depositions were then read:

DEPOSITION OF LUCY B. PHILLIPS.

LUCY B. PHILLIPS, of Philadelphia, spinster, aged twenty and upwards, being duly and publicly sworn pursuant to the directions hereto annexed, and examined on the part of the defendant, saith depose and say as follows, viz: My name is Lucy B. Phillips, aged *twenty and upwards*, residence No. 104 South-Front-street, Philadelphia, and assist my mother in the affairs of the family. I do know Monroe Edwards, the defendant in this cause; I first became acquainted with him on the Seventeenth day of July, 1841, in this house, where he came as a boarder. Mrs. Sarah Phillips keeps a boarding house in Philadelphia, No. 104 South-Front-street; I resided with her at the said boarding house. Mrs. Phillips did keep such boarding house in the months of July, August, September, and October, last year; I resided with her during those months. Monroe Edwards commenced the Seventeenth of July, and boarded with Mrs. Phillips during the remainder of last year; he continued until the Second day of October, at which time he was arrested. I was at home during the whole time with the exception of one day; I went to Bordentown and returned the next. There are books kept by me of the names of the boarders, the charges against them, of their stay, of their time of leaving, and of their return, if they come back. This book is under my charge.—Mr. Edwards was, while a boarder, occasionally temporarily absent. He left the first time July 31st, after dinner; he returned August 3d, after dinner; he left August 10th after breakfast, returned August 11th after breakfast; left August 24th before dinner, returned August 25th after dinner; left August 30th after dinner, returned September 3d before dinner; left September 6th before dinner, returned September 9th before dinner; October 2d, after dinner, ceased boarding. Mr. Edwards left his boarding-house August 2d, before dinner, and returned August 2d, after dinner. Mr. Edwards was at Mrs. Phillips on the 30th August: I saw him on that day in the morning; I dined with him at the public table, and I saw him after dinner, when he left the house, and to the best of my knowledge and belief, the city. Monroe Edwards was absent from Mrs. Phillips from Aug. 30 to 3d of September, on which day he returned. I have an entry in my book—it states he returned on the 5th of September, A. M. The entry is Sept. 5, A.M., Mr. M. Edwards returned. Mr. Edwards was at Mrs. Phillips' on the 9th of September last; I saw him on that day, he was here at dinner. I'm confident, and we dine at half past one on Sundays. On all other days we dine at 2 o'clock. I recollect it well because I was introduced to his nephew on that day, and am positive it was Sunday, the 5th—my chief reliance is on my book of entries. There is a particular circumstance by which I recollect that Mr. Edwards was at Mrs. Phillips on the 30th August last—he paid me his bill, and paid me a bet at a pair of gloves, on which I wrote inside, as is my custom, the day I get them, what is written on the gloves is "L B P., from Mr. Edwards, August 30 1841."

I am aware of a proposition of marriage made to Miss Caroline Phillips by Mr. Edwards at the time it occurred and from her communicating it to me. I know it from referring to the book. It was the day after or the next day after Mr. Larose left, and he left on the 18th of August, 1841—the place was the front parlor, No. 104 South Front street. I am aware of a pecuniary settlement in connection with such proposition. The offer was of a settlement of twenty thousand dollars at the time of the proposal, verbally in the form of a settlement. I became aware of it on the day it occurred. I know nothing to the advantage of the defendant, except that in all his conduct and deportment while in this house he was correct and gentlemanly. He never screened himself from public observation—he never to my knowledge denied himself at the door—he attended different public places, reading-rooms, theatres, &c., at which last I in company with others accompanied him.

Cross-examined—I first became acquainted with Mr. Edwards the 17th day of July, 1841. Mr. Larose or New Orleans introduced him to me as a boarder. He also introduced him to Mrs. Phillips. I answer that Mr. Edwards was absent and returned at particular times—from my books in instances and from memory in some. I do not speak from memory alone. I cannot annex the book it is too large, but annex a copy in my handwriting, which I know to be correct. The entries and memoranda are in my hand writing, entered at the time of going and returning, always on the same day.

There boarded with Mrs. Phillips during the whole or part of the time, Mr. Nicholas Johnson, from New-Orleans; don't know his business—Mr. Augustin Larose, a young gentleman of fortune from New-Orleans, Mr. and Mrs. Perkins, of North Carolina, Mr. Wolff, a German gentleman and the family we have now, Mr. Wolff, a brother of the former gentleman, a merchant here, Mr. Frederick Nin, a Spanish gentleman who is accountant with Messrs. Carson & Newbold of this city, Mr. Ferdinand Preuss of Bremen, merchant in Front st., and I believe that's all. Mr. Johnson came June 25, 1841, ceased to board October 29, 1841; Mr. Larose came June 23, 1841, ceased to board 18th August, 1841; Mr. and Mrs. Perkins came August 26, 1841, ceased to board September 15, 1841; the first Mr. Wolff came September 10, 1840, ceased to board the 20th of same month; Mr. W. Wolff has lived with us these ten years—he came November 5, 1831, and is with us yet; Mr. F. Nin came January 26, 1841, and is still with us; Mr. Preuss came February 25, 1832, and lives with us yet. Mr. Johnson was temporarily absent: his first departure was August 4, 1841, A. M.; returned the 14th, P. M., same month; left Sept. 6, A. M., and returned the 9th, A. M., same month. Mr. Larose left temporarily: his first absence July 6, and returned the 7th same month—he went one day and came back the next; then he went away the 5th of August and returned the 7th of August, 1841. Mr. W. Wolff left for New-York the 23d of Sept. 1841, and came back Oct. 2d, at night. Mr. and Mrs. Parkins, Mr. Nin, Mr. Preuss, and the elder Mr. Wolff, have never been temporarily absent. When I've not stated the hour at which a party returned, it is because not having entered in my book I cannot swear to it.

I have had letters from Mr. Edwards since his arrest last autumn—I cannot say exactly how many, seven or eight. I have answered his letters as often as he has written to me. I have never received any verbal message from Mr. Edwards since his arrest. I have had no communication with Mr. Evarts, Mr. Dallas, and Mr. Gilpin have each called upon us, and questioned us as to the time he boarded with us, as to his habits, his associates, &c., while he was in this house. Mr. Dallas and Mr. Gilpin called after the time of his arrest—Mr. Evarts called December 6, 1841, to pay Ma a balance due her, and called about ten days ago to know when we would be ready to attend to this matter. Our conversation with these gentlemen was general, and not a particularization with reference or allusion to the testimony which I have now given. I have never seen the interrogatories now proposed, or any of them, or copies of them, before attending before the Commissioners. When he accompanied me we went from Walnut street wharf, and crossed the river in the boat, and took the cars at Camden for Bordentown. We returned the next day by steamer. When Mr. Edwards left on the 30th of August he said he was GOING SOUTH FOR HIS NEPHEW. The 24th of August he said he was going to New York, and when he returned on the 29th of August he said he had been to Newberg and Saratoga. On the sixth of September they all went to New-York, Mr. Johnson, Mr. Hurd his nephew, and Mr. Edwards. Mr. Edwards appeared to have no particular occupation or business while boarding with us. He spent his time as other gentlemen of leisure do, in and out during the day; I don't know where he spent his time. I never knew Mr. Edwards travel under the name of Caldwell.

I never heard him say he had traveled under the name of Caldwell; I never heard him say he had traveled under any other name than that of Edwards; I never heard him speak of the name of Caldwell; I never saw in his possession any letters addressed to John P. Caldwell, or Mr. Caldwell, or with his property, any letters signed John P. Caldwell, nor any checks, drafts, or other securities, having the name of Caldwell upon them; I never have seen in his possession or with his property, any letters signed John P. Caldwell or J. P. Caldwell; I have never seen in Mr. Edwards's possession, or under his control among his property, or in any way connected with him, any hotel bill, card, memorandum or letter, or other paper, having the name of Caldwell upon it; Mr. Edwards's friends and associates were well upon it; Mr. Edwards's friends and associates were Mr. Poydras, from New Orleans—Mr. Bannon, of Louisiana—a Col. Perry, from Texas, I believe—a Mr. Waldon, and a Mr. —, a Spanish gentleman, from Mexico—a Mr. Belcher. I've heard him speak of a Mr. Isidore, who came to see him; I do not know their occupations; Mr. Edwards boarded at Mrs. Phillips's at six dollars per week; the price was not increased or diminished while Mr. Edwards was here—always the same; Mr. Edwards did pay her his board, on the 31st of July, when he first left, he paid $12, two weeks board; on the 3d of August he gave me $20, the other we did not receive until December 6, 1841, when Mr. Evarts paid $4 for Mr. Edwards.

Mr. Edwards never gave me any jewels or money, or any present whatever. The gloves before mentioned were not a present, but a bet. LUCY B. PHILLIPS.

Examination taken, reduced to writing, and by the witness subscribed and sworn to this twenty-fifth day of March, 1842, before EDWARD WALN, R. HARE, Jr.

DEPOSITION OF CAROLINE PHILLIPS.

My name is Caroline Phillips, aged 18 years, reside with my mother; occupation nothing. I do know Monroe Edwards; I knew him in July last, July 1841 in this house; I knew him as a boarder. Mrs. Sarah Phillips keeps a boarding house in Philadelphia, Front-st. No. 104, I reside with her. Mrs. Phillips did keep a boarding house in the months of July, August, September and October of last year, and I did reside with her.

Monroe Edwards boarded with Mrs. Phillips; he came 17th July, and continued until the 2d of October; I was at home during the whole time, excepting one week I was at Bordentown, and three days of the same month (August) I was at Providence near Chester. Books were kept as asked in the interrogatory; they were under the charge of my sister, Miss B. Phillips. Mr. Edwards was absent temporarily; the days are named in the books under my sister's charge; I could not speak positively of the days; I remember his coming up to Bordentown the 10th of August and returning the next day; I came in company with my sister; he went away the day before I went to the country, viz: the 25th of August, and he returned the same day I came back; he came in the afternoon; I was told when I entered that Mr. Edwards had come and I saw him here. Mr. E. was at Mrs. Phillips's on the 30th of August: I saw him on that day; I saw him in the morning, and in the afternoon, when he left in a cab; we were all in the parlor; he left the house and, to the best of my belief, the city on that day. He was absent from the 30th of August to the 5th of September, on which day he returned; the book is in charge of my sister exclusively; I make none of the entries in it. I saw him on that day; we dine at half past 1 o'clock; on that day it was after dinner that he introduced his nephew to me; I do not dine at the public table; seeing his nephew on that day causes me to remember it. I remember his saying that he had paid my sister her bet, and seeing him go away that afternoon, the 30th of August; I remember being introduced to his nephew the 5th of September; these are the facts by which I remember these two days.

Mr. Edwards did make proposals of marriage to me, on the 19th or 20th of August; it was the day or day after Mr. Larose went away; he went on the 18th at night; it took place in the afternoon, and in this room; it is impossible for me to give the conversations. He did, in connection with such proposal, offer to settle some money on me; twenty thousand dollars, at the same time and place; it was here; he said it was customary in Louisiana to make such settlements. He did, at the same time and place; I said to him, "perhaps you are jesting." He replied, that to convince me of his sincerity he would show me; he left the room; he was not gone but a few seconds, and returned with the money; a package it was; he opened it; it seemed to me enveloped in something; it might have been parchment or oil cloth; the money was in notes; it was $20,000; I saw it; it was in $1,000 and $500; I don't know the banks they were on or the number or quantity of the bills. I had it in my hand; I did not count it, but I saw it counted. At the same time I saw other money in the possession of Mr. Edwards; we were talking; he said "