

JURY LEFT DEBATING CHORUS MAN'S SUIT

To Hand in a Sealed Verdict Today on 'Ruzzielamb's' Claim to Breach of Promise Damages.

BROKEN-HEARTED LITTLE BOY

Counsel So Describes Him In Waxing Eloquent Over 'the Heart-Strains He Has Endured'—Miss Smith Amused.

The Supreme Court jury which has been hearing the \$50,000 breach of promise suit of Russell Gardner Griswold, the \$18-a-week theatrical chorus man, against Helen Woodruff Smith, the middle-aged daughter of the late Commodore James D. Smith of Stamford, surprised those interested in the case yesterday by deliberating over it until after Justice Brown, who has been trying the case, adjourned court for the day.

According to instructions given to the court attendants by Justice Brown on leaving the bench, a sealed verdict will be presented to the court at 10:30 this morning, unless the jury fails to agree by that time.

Two other cases in which men have sued women for breach of promise are said to have been found in English law, but this is the first case of a similar nature which has ever got as far as a jury in this country, and great was the interest of the court lawyers in it on that account.

Young Griswold himself, looking even more pale and hollow-eyed than usual, was recalled to the stand yesterday by Mr. Mooney for further cross-examination as soon as the court opened. He had been the only witness called up to that point during the three-day trial. He looked as though he were thoroughly weary of his situation when he took the stand.

Lawyer Mooney, representing Miss Smith, let him off with the reading of some more of the latter's letters, and with a running fire of comments, the purpose of which seemed to be to show the young plaintiff's general incredibility. Then Griswold was turned over to his own lawyer for redirect examination.

His Widow Friend Was Sixty.

"Who is the Mrs. C., the widow who was referred to in yesterday's testimony as having gone with you to the Delaware Water Gap and as having paid your board there?" was Lawyer Gordon's first question.

"Mrs. C. is a Mrs. Craw of Rowayon, an old friend of my grandmother's," Griswold answered. "She is 60 years old. It is true that she paid my board while I was with her at the sanitarium, but my mother afterward reimbursed her."

By way of showing that Miss Smith had known that Griswold was at the sanitarium, Lawyer Gordon read a letter of Miss Smith's to Griswold while he was "recuperating" there. The letter purported to describe an enjoyable evening which Miss Smith passed at home. Here it is:

Dear Ruzzielamb: Where in the devil have you been? I have been sitting here alone enjoying the drinks and the smokes. Doesn't that sound devilish? Well, hope you will soon get over to see your loving little
LYDIA PINKHAM, (B'HILD.)

When this letter was read Miss Smith, who sat unveiled in the rear of the court with a woman companion, joined in the laugh which the signature evoked.

Griswold testified that Miss Smith knew Mrs. Craw was with him at the sanitarium. Miss Smith's lawyers have always insisted that she never knew of it until the present suit started, when young Griswold's private life during his nine years' attentions to the middle-aged helress was investigated.

"What is Miss Smith's reputation for wealth around Stamford?" Lawyer Gordon asked.

"She is considered very wealthy," Griswold answered. "She has a beautiful home, Linden Lodge, a magnificent yacht, two automobiles, and a barnful of horses."

Griswold, the only witness who had been called up to that point in this unusual trial, was then allowed to leave the stand. Mary Barrett, a maid in Miss Smith's Stamford home, was called to the stand long enough to testify that she had seen Griswold around the Smith house frequently. She proved to be the only other witness whom either side wished to call. Mr. Mooney explained that he wasn't going to put his client, Miss Smith, on the stand because she had been exposed to enough publicity and embarrassment, and because he did not think it necessary.

Wanted Support, Counsel Says.

"Griswold, in my opinion, hasn't made out a case," Mr. Mooney said. "The idea that any woman would propose marriage to such a specimen as Griswold has shown himself to be is ridiculous. This man wanted to become a loafer. He lived on this defendant, and, when she got tired of supporting him, he became angry and brought this suit."

"He told the defendant that he was in ill-health and she took pity on him. Her letters show that she asked him to visit her at her home and get well. Her home is so situated, she said, as to give him plenty of fresh air. He could be a general utility man while there, she said, in order to pay his board. Because she then merely advised him about the right method of living, he now says she 'proposed to him.' Imagine anything so funny—she, proposing to him. The only thing a woman has is her privacy. This person has invaded the privacy of this defendant by giving to the newspapers her motherly letters. Why did he do that? I'll leave you gentlemen to guess why."

Mr. Mooney said he defied any one to find any passage in Miss Smith's letters to show any actual promise of marriage to Griswold on her part. The jury subsequently seemed to take Mr. Mooney at his word; for, on retiring, they asked that all Miss Smith's letters to Griswold for 1905 be given to them.

The "Broken-hearted Little Boy."

Lawyer Gordon began his summing up by describing his client as "a broken-hearted little boy whose life had been ruined by a mature woman of the world, who, after keeping his heart for nine years, heartlessly turned him aside."

"She made him presents of diamonds,

neckties, hosiery," declaimed Mr. Gordon dramatically. "Ah, gentlemen, if you have ever been in love yourselves, you must know the pangs of jealousy and the heart-strains he has endured since he has come to this court; the defendant has been laughing openly at him. If you will find a verdict for the defendant, you will be giving similar women the license to take young school boys, innocent of the ways of the world, and wreck their lives."

"The plaintiff," said Justice Brown in summing up, "alleges that he was hurt and injured by the failure of this defendant to carry out a contract to marry him. She made the contract, he says, repeatedly, and still no actual proof has been offered to show that such a contract was made. The plaintiff offers a mass of correspondence to prove his contention that there was a contract between them. He claims that the loving messages contained in these letters show that there was a promise to marry. But it is for you, gentlemen, to judge whether there was such a contract. You must decide by the witnesses and also by your knowledge of your fellowmen. If, from the evidence, you find a verdict for the plaintiff you should fix the amount of the damages by the suffering he has endured and by the ridicule and scorn he has been subjected to by his friends. If, on the other hand, you find that the plaintiff has failed to establish, without doubt, his case then the verdict should be for the defendant."

The jury, carrying the 1905 letters with them, filed out of the courtroom at noon and were still deliberating at 4 o'clock when court adjourned. Before leaving the bench Justice Brown privately fixed a time at which they might cease their deliberations for the night and go home.