

Thereupon the defendant, further to maintain the issues on his part to be maintained, called as a witness JOHN CURRY, who, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Petersilge:

Q Will you state your name?

A John Curry.

Q Your address?

A 3294 Chalfont Road, Shaker Heights, Ohio.

Q You are a practicing attorney in Cuyahoga County, are you not?

A Yes, sir.

Q And have an office in the Engineers Building?

A Yes, sir.

Q Do you hold any public office, Mr. Curry?

A Yes. I am a member of the Board of County Commissioners.

Q Now, Mr. Curry, directing your attention to a meeting of the Board of Commissioners that was held during the month of July, do you recall an occasion in which I appeared before that Board and made a request?

A Yes, I do.

Q And will you state what that request was?

A You requested the Board of County Commissioners to act

to act as arbiters in a reward offer to be made by the Sheppard family.

Q And that was in connection with what matter?

A In connection with the murder of Marilyn Sheppard. You were offering a reward.

Q Now, did the Board of County Commissioners act in that matter?

A No. They were advised by the prosecutor that they could not act as a Board.

Q Do you recall then, whether I made a request that the members of the Board act as individuals in that matter?

A Yes. You made such a request.

Q Can you tell the jury what was done on that request?

A We agreed to act as individuals, the three members of the Board of Commissioners, of County Commissioners, Mr. Gorman, Mr. Spieth and myself agreed individually to act as arbiters for that fund.

Q Now, following that, Mr. Curry, did I prepare an agreement between you and the members of the Sheppard family in reference to that reward money?

A Yes, you did.

Q And was that agreement signed?

A Yes.

Q Do you have an executed copy of that with you?

A Yes, I do.

Q Well, will you take a look at it and state who the signators of that agreement are?

A The signers were: Dr. Samuel H. Sheppard; Dr. R. A. Sheppard; Dr. Richard N. Sheppard; Dr. Stephen A. Sheppard; John F. Curry; Joseph F. Gorman and Henry W. Speeth.

Q And without going into the details, will you state whether that agreement sets forth the terms on which the reward money is to be held and distributed?

A Yes, sir.

Q Now, can you just summarize what those provisions are?

MR. PARRINO: May we have the date of it, please?

MR. PETERSILGE: Yes.

Q Can you give us the date of the agreement?

A Yes. It was signed on the 13th day of July, 1954.

Q All right. Will you go ahead?

A Yes. The agreement provided in substance that we were to

be the arbiters of a reward offered by the Sheppard family in the sum of \$10,000 for the arrest and final conviction of the murderer or murderers of Marilyn Sheppard, and the agreement was to be for a period of five years, I think terminating in July of 1959.

Q And was there any provision for possible extension of that time?

A Yes. It provided further that if at that time, at the end of five years, there was no arrest and there had not been a final disposition of the case, we were to continue to hold that reward money until there was a final disposition of that particular case arising after a five-year period.

Q Now, under the terms of that agreement, Mr. Curry, whose decision is final with respect to disposition of that money?

A The arbiters, two out of three may decide the matter.

Q Can you tell the jury whether pursuant to that agreement any money was put up to support the reward?

A Yes. The Sheppard family deposited \$10,000 in the Cleveland Trust Company.

Q And do you have in your possession the bank book which evidences that deposit?

A I do.

Q Will you take it out and refer to it?

A I will.

Q And give us the number of that account.

A The depositor is the Cleveland Trust Company at Euclid and East 9th Street. The number of the account is identified as number 371646, and appears in the names of John F. Curry, Joseph F. Gorman and Henry W. Speeth.

Q And how much is the amount shown there as deposited?

A And the amount shown in this bank book is the sum of \$10,000.

Q Now, will you refer to the page on which it states the terms on which withdrawal can be made and read that to the jury?

A "Any two may draw. Balance at death" --

Q Just a moment, Mr. Curry. Where is this found?

A It is found beneath the three signatures.

Q And those are whom?

A Those are the three signatures that I just have mentioned, John F. Curry, Joseph F. Gorman, Henry W. Speeth, and alongside those three signatures appears the word "special," and this is the language appearing below those signatures:

"Any two may draw. Balance at death of any one payable to the survivors, and upon the death of any two, payable to the survivor."

MR. PETERSILGE:

You may examine.

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CROSS-EXAMINATION OF JOHN F. CURRY

By Mr. Danaceau:

Q Mr. Curry, you ordinarily see me down at the Board of County Commissioners, don't you?

A Yes, sir.

Q And was I present at the time that Mr. Petersilge came down to make the request of the Board?

A Yes, you were, Mr. Danaceau.

Q And was I the one you presented the problem to as to whether the Board could act in that capacity?

A You were the one.

Q And is it not a fact that I told you that the Board as a Board could not, but that you individually had a perfect right to do so?

A Yes, sir.

Q And you followed that advice?

A Yes, sir.

Q Now, this agreement, which is dated the 13th, was not the date that this conversation took place, was it?

A I don't remember that, Mr. Danaceau. I don't think so, because it was a later date when we signed the agreement and the money was deposited.

Q As a matter of fact, the first meeting with the Board of County Commissioners took place almost a week before

that, and there was telephone calls and visits back and forth, and finally a provision was inserted extending the time before you agreed to sign it, isn't that correct?

A I think that's correct. I am just relying on my memory. I think that's right.

Q So that the first request that was made -- and I am referring to the request that was made for the Board to act -- took place during sometime in the previous week? I think the 13th was on a Tuesday or Wednesday, if I am not mistaken.

A I think you are right about that, about a week prior.

Q The 13th is on a Tuesday, according to this calendar. The Board generally meets on Mondays and Thursdays, isn't that correct?

A Yes, you are right.

Q So that the previous meeting at which the request was made would be either the Monday or Thursday of the week prior to that, isn't that correct?

A Yes, you are correct.

Q And this calendar shows that the previous Monday would be on the 5th, and that's very unlikely, so it must have been on the 8th, that would be July 8th, Thursday, July 8th?

A Well, I presume that's correct. I'm not positive.

Q Well, I am showing you the calendar.

A As to the particular Thursday, I don't know.

Q Well, the Thursday previous to the 13th is the 8th of July.

A On a Thursday?

Q Yes.

A Yes.

Q Then that would be the day?

A That would be the day.

MR. DANACEAU: Thank you. That's all.

MR. PETERSILGE: Thank you, sir.

MR. DANACEAU: Oh, one other question, John, before you leave.

THE WITNESS: All right, Saul.

MR. DANACEAU: There had been considerable newspaper stories about this offer of a reward before it was presented to the Board of County Commissioners, wasn't there?

THE WITNESS: I can't -- I don't remember.

MR. DANACEAU: Well, do you recall that when the offer was made to the Board of County Commissioners on July 8th, that the newspapers ran stories about a reward being offered?

THE WITNESS: As to whether or not there was an offer of reward in print prior

to our being asked to act as arbiters, I can't tell you, I don't know.

MR. DANACEAU: I know, but on July 8th and immediately following, that was in public, wasn't it?

THE WITNESS: Oh, yes, at that time, yes.

MR. DANACEAU: On July 8th, that was done before newspaper men down at the --

THE WITNESS: That's right, in open hearing in our Commissioner's office.

MR. DANACEAU: And that very day all the newspapers ran stories about it?

THE WITNESS: That's right, that's right.

MR. DANACEAU: All right. That is all.

(Witness excused.)

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