

THE FENCE

The Prosecution of Mrs. Jenkins Closes

DEFENSE DEMANDS DISMISSAL

WHAT NOW HINGES ON A LAW POINT

The Gilding Divorce—Mrs. Anna P. Spencer Foreclosed—The Alameda Double Track

Mrs. Mattie Jenkins, as the case stands at present, has won nine points out of a possible ten.

Good, big chunks of law were bandied about in the township court yesterday in the prosecution of the defendant for having, by false pretenses and misrepresentation, obtained from Dr. Bert Ellis the sum of \$500. Deputy District Attorney McComas, in behalf of the people, put in a clean cut case, but in some particulars it was just a trifle too clean cut, for Attorney Frank Davis, who represented the defendant, in arguing for a dismissal of the action made a very clever showing that detracted very much from the strength of the prosecution's case.

Briefly put, there were on August 12th four notes made by Mrs. Jenkins, each one being for \$250, or \$1000 in all. Of this total amount \$500 was to cover certain business transactions between the defendant and the prosecuting witness, which were legitimate and were not impugned; the other two notes, for \$500, represented the guilty money, so to speak, obtained by Mrs. Jenkins by false representations made to Dr. Bert Ellis. Counsel for the defense, in his argument, wanted to know who could discriminate as to these notes; whether the two notes deposited in the bank vaults might not represent the guilty money, and the two submitted in evidence represent the unimpugned business transaction between the parties. As a matter of fact the prosecution, in claiming that the \$500 had been unlawfully obtained, there being a shortage of that amount on the four notes for \$250 each, took any two of the old notes to represent the guilty.

That such a determination may be arrived at by reasoning is true, but counsel showed that the law does not countenance any such hair-splitting way of discriminating documents. The law upon which the liberty of a person is made to turn.

When Dr. Bert Ellis put his signature to the accommodation paper and Mrs. Jenkins drew down the money it was the bank that paid the money, counsel contended, and not the doctor. It was the bank's money that paid for that trip of Mrs. Jenkins to Chicago, and although the doctor's signature on Mrs. Jenkins' notes may have established a liability on her part, such a thing would be a matter for civil action at the time the note arrived at maturity. Primarily, Mr. Davis urged, the bank was the sufferer, if the money had been wrongfully obtained.

Then when the notes became due, and \$500 was lost to Dr. Ellis, no allegation had been made of any date when any amount had been lost. On August 24th, when he paid over to the bank the amount of the notes, he himself testified that the defendant was not present or a party to the transaction.

The burden of counsel's remarks was to the effect that if any wrong had been committed, it certainly was not that charged, either in the first complaint or in the later one filed just before the trial of the case. Mr. Davis, in a semi-humorous way, dealt Dr. Ellis one or two sharp knuckles to the face, in the section of the penal code defining the crime charged, and drew attention to his own statements that he had backed the judgment of Mrs. Jenkins with his money and had lost. He had never taken the slightest trouble to verify her statements or inquire in any way about them, although he had a telephone in his office.

On this last proposition Mr. McComas wanted to be heard. He contended that the supreme court of this state had held that a man may lie back and make no effort whatever to protect himself, and yet have cause of action if anything should go wrong.

Counsel couldn't quote chapter and verse, but he knew of the decision and could put his hand upon it. Justice Young stated that the lack of any reasonable steps by an injured party seemed to him to nullify such a proceeding as that at bar, and he would much like to see the decision alluded to by Mr. McComas. Counsel will file briefs on this point and then the court will decide whether the case shall be dismissed on the prosecution's own case or give the defense a hearing.

Meantime, and through the long day, Mrs. Jenkins sat between her counsel and her brother, W. G. Antrim, who came from San Francisco to be with his sister in her trouble. She was garbed in black, with a jaunty black velvet hat, fashionably trimmed, and a double-breasted jacket of rough, black goods. A dainty brooch of pearls and surrounded by a tiny cross, formed also of the delicate gems, was the only article of jewelry she wore. Throughout the examination she was impassive, and only on occasions would she turn and converse with her counsel.

spread upon your good kindness. I'll see you every day and you have named me, even if I should have to go in someone's kitchen and work. Please, I beg of you, dear, not to refuse me. I'm just desperate. Trusting you'll make me a favorable reply, sincerely,
M.
I'll willingly do anything in God's world for you.

Tuesday, May 10th.
In reading this epistle Mr. McComas, when he reached the word "dear," volunteered the explanatory remark that Mrs. Jenkins had evidently omitted the word "Dr." she intending to write "Dear Dr." as in her opening address. Mr. Davis sarcastically remarked that if counsel for the prosecution would confine himself to reading what was in the letter, and not into it, that it would be probably more satisfactory all around.

"This note was brought by a messenger boy," remarked witness, in beginning his story, "and I sent a reply. She called in the afternoon and said she had paid \$500 to Mm. Gotthelf for a fourth interest in the millinery store and unless she paid \$500 more by 3 o'clock she would lose what she had put in. I told her it was impossible for me to lend her the money and advised her that she had better see Mm. Gotthelf and try to get an extension of time. Next day she again called and said that Mm. Gotthelf had granted her an extension of time. I then told her it would be very hard for me to lend the money, as I was going east and when I came back would need more money than I had, and would have to borrow from the banks. Mrs. Jenkins was much affected by my inability to help her, and I told her finally that I would go on her notes if Mr. Holliday of the Merchants' National bank was satisfied. I endorsed two notes for her, each for \$250."

Now, doctor, who paid those notes?" inquired Mr. McComas.
"I did when they became due," was the witness' answer.
"Why?"
"When they fell due Mrs. Jenkins was not here, and the bank demanding the money, I had to pay."

"Did you know where Mrs. Jenkins then was?"
"Yes, in San Francisco."

THE DOCTOR CROSS EXAMINED.
"Doctor, how long have you lived in this city?" began Mr. Davis, in cross-examination.
"Since 1884," was the reply.
"And you have known Mrs. Jenkins how long?"
"About four years."

"You became acquainted with her in the ordinary professional way?"
"Up to the time of the notes you saw her frequently?"
"Sometimes I would see her quite frequently, and then again I would not see her for a prolonged time."

"Was there any time when you saw her and treated her professionally quite frequently?"
"Yes, this spring."

"About what time in the spring?"
"I think about the months of February and March."

"Did these treatments continue to the time when the notes were made?"
"Sometimes once a day, sometimes once every three days."

"Any financial transactions previous to that time?"
"Yes, on the 12th of March I loaned her \$200."

"Just tell the court the system adopted in that transaction?"
"She told me her seal skin sacque and other things were in pawn, and that being the last day for redemption, she wanted to get them out. I had not the money, but consented to go on a note with her. She said Mr. Chase had promised to pay her part of Charlie's salary, and there were four notes made for \$50 each, all on the Merchants' National bank."

"Then there came another financial transaction?"
"Yes, sir. On February 9th she came to me and said her father was in the city, and was acquainted with a drummer who had some good whisky. That her father could buy advantageously and she could make a trade that would give her the \$500 she then wanted, and the \$200 she had raised. I told her those business matters were risky things to go into, but she said her father knew all about the matter."

Mrs. Gotthelf's and find out about the matter?"
"About ten."

"Did you ever, until the arrest of Mrs. Jenkins, make any inquiries of Mrs. Gotthelf?"
"Yes; when I returned from the east in July, through my attorney."

"But not personally?"
"I considered if I did it through my attorney it was the same as if I did it myself."

"When you returned did you find where Mrs. Jenkins was?"
"I saw by the papers she was at the Auditorium, Chicago, and went to San Francisco in August."

"Why didn't you have her arrested at San Francisco?"
"Because the notes weren't due."

"When did the first fall due?"
"On August 25th."

"And when did you pay it?"
"I can't say without looking at my check book."

"You had not been sued or any proceedings taken to make you pay?"
"I was notified by the bank, and paid it."

"Did you notify Mrs. Jenkins that the note was about due, and give her an opportunity to meet it?"
"I did. I wrote her on August 17th."

AFTERNOON SESSION
Upon court reconvening at 2 o'clock Mr. Davis resumed his examination of Dr. Bert Ellis with regard to the letter which he sent Mrs. Jenkins, notifying her that the notes would soon fall due. The witness submitted a copy of the letter, which he had retained. Other letters also were submitted by witness as being copies of others sent to Mrs. Jenkins since the time when he discovered that the Gotthelf partnership scheme was a myth. One letter, Dr. Ellis stated, he had sent to the defendant last Friday, a copy of which he had not retained.

With regard to the letters under date of August 30th, and September 16th the witness stated that they were exact copies of the letters sent. Upon witness reading the first communication, Mr. McComas moved that it be stricken out. It referred to an operation that Mrs. Jenkins was about to have performed in San Francisco. The court overruled the motion. Mr. McComas maintained that the letter was foreign to the issue, but Mr. Davis explained for the benefit of the deputy district attorney that he would attempt to make it domestic to the issue. And in went the letters.

"When the money was obtained, in May, it did not pass into your hands, did it?"
"No, sir."

"And of your own knowledge you don't know she ever got a dollar?"
"No, sir."

"The money you paid to the bank was not in her presence, and she had nothing to do with the transaction?"
"No, sir."

"You are confident Mrs. Jenkins said she had paid madame \$500 and that it was necessary to put up \$500 before 3 o'clock in the afternoon?"
"Yes, sir."

"And she told you next day that she had had an extension of time granted?"
"Yes, sir. My remembrance is that she telephoned me saying that Mrs. Gotthelf had extended the time to 3 o'clock next day, the 12th."

"And on the strength of her representation that payment was to be made on the 12th you helped her out?"
"Yes, sir."

It seemed as if witness was drifting from the issue, but the charge against him being specific on the 10th, and so Mr. McComas interposed to ask witness if he knew just how he was answering counsel's questions. He warned him to look out, as Mr. Davis was a very cunning fellow and would lead him astray.

THE ARREST PLANNED
Dr. Bert Ellis, being asked to recite the substance of the letter he sent to the defendant on last Friday, said it was merely making an appointment and saying that he would be in San Francisco and would send up his card at a certain hour.

"You made an appointment in order that she might be expecting you, and that she might be captured by the deputy sheriff, did you not?" inquired Mr. Davis.
"I guess that's about how it was," was the reply.

"And you had no intention of going to San Francisco?"
"Not at that time."

"And your personal card was sent up by the deputy sheriff so that Mrs. Jenkins might anticipate receiving you with pleasure and be captured by the officer?"
"Yes, that's about it."

"Is that, doctor, not a case of willful and false misrepresentation?" And Mr. Davis injected a tinge of sarcasm into his voice as he asked the question.

Objection was taken by the prosecution and sustained.
Witness, in answer to Mr. Davis' queries, stated that he paid the notes two days before they fell due, in order that if ever opportunity offered to sue for recovery he could do so.

"You were thinking, then, of recovering by civil process?" was Mr. Davis' next inquiry.
"Yes, sir."

"When did the question of false representations first crop into your mind?"
"I really could not tell you."

Dr. Ellis was questioned at length on this point, but could not tell just when the idea first occurred to him. He denied that any suggestion came from the district attorney, and could not say whether it came to him by intuition or not. That ended the examination, and he was retired from the stand.

MRS. JENKINS' AMBITION
Madame Dora Gotthelf, of the fashionable millinery store at 121 Spring street, testified that she had carried on business for thirteen years. She knew, she said, Mrs. Jenkins as a customer, but denied that she ever paid witness any money for any interest in her business.

On cross-examination, Madame Gotthelf stated that Mrs. Jenkins had been a customer of hers for about five years. She said she remembered one day Mrs. Jenkins made a remark that the business was a good one, and she'd like to be in such a one. Witness laughingly replied to her that she ought to, buy her out. That occurred somewhere about a year ago.

W. H. Holliday, cashier of the Merchants' National bank, testified to the two notes for \$250 each having been paid on the day they were endorsed. He testified that there were four notes of \$50 each, and one for \$300, and Mrs. Jenkins came into the bank and wanted to know if she could get \$1000 if Dr. Bert Ellis went with her on the notes. She said she was going into some enterprise for herself, and the doctor was going to help her out.

Charles Udell, the attorney who acted for Dr. Bert Ellis through the transaction, stated that he had met Mrs. Jenkins on three occasions. On August 25

or 26 he had a conversation at the San Nicholas hotel at San Francisco. She then stated that she had put in over \$500 into Mrs. Gotthelf's business, and had got nothing out. That there had been made a written agreement between witness, and that Walter Trask drew the agreement. During one of these conversations, too, she said the agreement was executed in Walter Trask's office. She said she couldn't pay the doctor the money, and that she was sorry, and would pay him some time. In the second conversation Mrs. Jenkins said that the Gotthelf's owed nearly \$2000, and upon questioning her on that point she said she had put in \$1000 to protect the \$500 she had first put in. There were four notes spoken of, the first of which had already fallen due. At the third interview she said the doctor had very kindly consented to go on the notes, in order to help her save the \$500. We discussed the subject of the money first put in the Gotthelf's, and asked her if she would not sue them if the doctor put up the money. I was afraid that the agreement might have been so loosely drawn that they might beat her out of the money. It was then that she spoke of its having been drawn up by Walter Trask.

That ended the case for the prosecution. Mr. Davis then made an argument in favor of a dismissal of the case on the grounds mainly as outlined in the introduction. The counsel is blessed as few others at the Los Angeles bar with a flow of speech that, whether one agree with the arguments advanced or not, is never wearisome. For about an hour he addressed the court, and with the result that the moot point is to be decided on briefs as heretofore indicated.

BLACKBURN'S SENTENCE

For Mailing Scurrilous Postal Cards Postponed Until Monday

Charles F. Blackburn, convicted of having sent scurrilous and threatening postal cards through the mails, was taken before Judge Wellborn in the district court yesterday morning for sentence. The attorney for defense made a strong plea in Blackburn's behalf, alleging physical and other extenuating circumstances, and the court took the case under advisement. Sentence will be made Monday, the 4th inst.

New Suits Filed

C. J. Fox vs. George Heger—A suit to recover \$1734 on a note, attorney's fees and decree of sale against lot 6, block B of the Finney tract.

S. J. Smith vs. I. W. Cahill et al.—A suit to recover \$117.07 on a mechanic's lien against lot 13, block A of the Ninth-street tract.

The guardianship of Harry Thompson and Van Nelson Thompson—The petition of Amanda D. Thompson that she be appointed guardian, and that Archibald Thompson be made to contribute to the family maintenance.

The estate of Lulu Mazie Young—The petition of Catherine Sweet to be appointed guardian. The estate consists of a \$1000 interest in her father's insurance policy and a share in his estate.

The estate of Alvin B. Judkins, deceased—The petition of Laura A. Judkins, for letters of administration. The estate is valued at \$16,000.

The Divorce Mill

Judge Allen yesterday granted a decree in Jeane H. Golding, divorcing her from J. H. Golding, the veterinary surgeon, on the ground of desertion.

Court Notes

Jean Lhes, a native of France, was admitted to citizenship.

In the case of E. R. Nichols against Mrs. Anna P. Spencer, an order in foreclosure for \$1015.80 was yesterday made by Judge York.

The suit of Downey vs. the Southern Pacific Railroad company, involving the question of double track laying on Alameda street, was argued before Judge Van Dyke yesterday and submitted.

The old time suit of Mrs. Emma H. Woodham against J. C. Cline and Niles Pease is a trial before Judge Clark.

The defendant purchased \$1000 worth of furniture from the last-named defendant, and failing to pay up for it, it was distrained upon. Then Mrs. Woodham instituted suit to recover \$2000 damages.

Some time ago M. S. Ballard had H. Clond arrested at Pasadena for vagrancy and disturbing the peace. Upon being examined before the justice of the peace, he was released, and thereupon instituted suit against Ballard to recover \$5000. The case came before Judge York yesterday, but as plaintiff wanted to amend his complaint, he was given ten days' time.

COURT CALENDAR

Cases to Be Called in the Departments Today

DEPARTMENT ONE—Judge Smith. (240-12) Harry Horner; burglary; arraignment.

(425-4) Joseph Burden and C. W. Felkins; burglary.

DEPARTMENT TWO—Judge Clark. (25-97) Butler vs. Tolville.

N. P. (628) Camilla M. Sanford; final account and distribution.

N. P. (2123) Charles H. Young; probate of will.

N. P. (1518) George J. Hopkins; final account and distribution.

N. P. (1400) Elias E. Morrow; petition to set apart the whole estate for use and support of family.

N. P. (2215) Robert H. Lawrence; letters of administration.

N. P. (2216) Stephen E. Douglas; letters of administration.

N. P. (2188) William Bourke; probate of will.

N. P. (1831) Alexander Lothian; final account and distribution.

(14-73) H. L. Rosenberg, minor; final account and distribution.

N. P. (2215) Henry Elstetter; letters with the will annexed.

N. P. (2219) Mary Johnson et al., minors; letters of guardianship.

N. P. (1681) Dora Carse; citation; annual account of executor; final account and distribution.

N. P. (1332) In the matter of estate and guardianship Steele minors; letters of administration.

N. P. (78) J. S. Neal; citation to give additional bonds.

(10-334) Jacob Hammell; citation.

Awarded Highest Honors—World's Fair, Gold Medal, Midwinter Fair.

PRICE'S CREAM BAKING POWDER

A Pure Grape Cream of Tartar Powder. 40 YEARS THE STANDARD.

Los Angeles City Water company vs. Cross et al.
DEPARTMENT SIX—Judge Allen. (27568) Tower vs. Boguer et al. (2407) W. J. Green; appeal, hearing. (2413) John Doe Williams; appeal. (2425) Mrs. M. L. Martin; perjury; arraignment.

DEPARTMENT TWO—Judge Clark. Nothing set.

DEPARTMENT THREE—Judge York. Nothing set.

DEPARTMENT FOUR—Judge Van Dyke. (23825) Bundy vs. Spoor; trial. (23825) McKeeby vs. city of Los Angeles; settlement of statement and motion for new trial.

DEPARTMENT FIVE—Judge Shaw. Los Angeles City Water Co. vs. Cross et al.

DEPARTMENT SIX—Judge Allen. Nothing set.

TOWNSHIP COURT—Justice Young. People vs. McLean; 1:30 p. m. Carlisle vs. Costa; 9 a. m.; motion. Kellogg vs. Griffin; 4 p. m.; sup.

The San Gabriel Electric company, now developing the water powers in the San Gabriel river, will be in position to supply arc and incandescent lights and power for all purposes. February 1, 1898, at prices lower than can be made by companies using steam. They would, therefore, respectfully request that users of light and power make no contracts extending beyond February 1, 1898. Consumers will find it to their interest to wait. San Gabriel Electric Company.

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DEATHS
McKEAN—At Randburg, Col., on September 28, 1897, Mrs. Sarah E., wife of H. W. McKean, aged 29 years, 3 months and 19 days.

Funeral this (Friday) afternoon at 2 o'clock, from the parlors of C. D. Howry, Fifth and Broadway. Relatives and friends are respectfully invited to attend.

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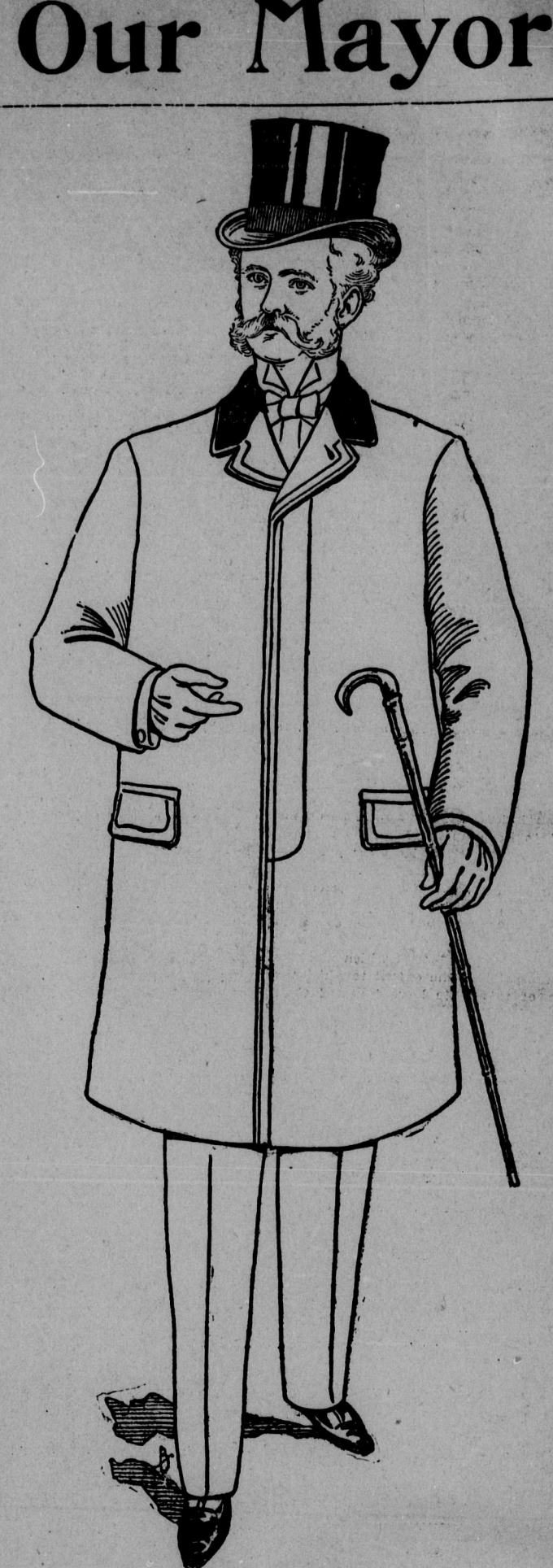
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DEPARTMENT FOUR—Judge Van Dyke. (27-225) Oldersham vs. Garries. (28-559) Peck vs. President Lake Vineyard Land and Water company.

(28-448) Jacoby vs. Dohoney.

DEPARTMENT FIVE—Judge Shaw.

Our Mayor



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