

THE OMAHA DAILY BEE.

EIGHTEENTH YEAR.

OMAHA, FRIDAY MORNING, APRIL 5, 1889.

NUMBER 294

HER HYSTERIC SOBS.

Miss Blechler Again Gives Way to Violent Emotion.

CARRIED FROM THE COURT ROOM

Soon Recovers and Once More Faces the Throng.

JOHNSON ON MR. COWIN'S RACK

The Witness Loses Convenient Pieces of His Memory.

UNWITTINGLY HELPS DEFENDANT

Scenes at the Trial Which Held a Morbid Crowd Agape From Morning Until Ad-journment.

Was She Insane?

One very strange feature of the KIng trial is to be seen in the interest manifested by a certain class or type of old people. Every day since the opening of the case in Judge Groff's court room, about two dozen or more, withered, wrinkled, beld-headed men have sat patiently early and late, bending forward with hands behind their ears eager to catch every word in the interesting dialogue.

Yesterday's crowd was immense, the attendance of ladies being very largely increased. When Deputy Sheriff Grebe returned from his breakfast, about 10 o'clock, he found ten women waiting at the door, and the stream had already commenced to climb the steps which lead from Farnam street. Several lawyers were accompanied by their wives. They were given seats in the space set apart for the clerk's desk and file cases. The display of new spring millinery in the shape of hats and ad bonnets gave the scene a rather gay and animated appearance.

Miss Blechler begins to show that the strain upon her nerves has begun to have an effect upon her. After Sheriff Coburn had brought her in, Judge Baldwin emerged from the consultation room and was greeted by the lady with a smile.

The judge says that when he first came into the case and was introduced to Miss Blechler she thought him a gruff, cross man, and indulged in a hearty cry.

The first time after the opening of the case was disturbed by a crying baby. William Scott was again called to the stand. The question of General Cowin, regarding

the prisoner's sanity, to which County Attorney Mahoney objected last night, was briefly and burlesqued with citations from supreme court reports and other authorities.

Mr. Mahoney's chief objection was based on the ground that no reference had been made to the subject in the direct examination of the witness, and he further said that Scott was not the proper person to answer such a question. Only medical experts could be called to testify on the question of insanity.

General Cowin was nearly half an hour late, and heard only a part of Mahoney's argument.

Judge Groff ruled that the question, "Is there any doubt in the world that, when you was insane, could be asked and answered by a witness?"

General Cowin read from one or two authorities to show that kind of testimony that may be accepted to prove insanity. This argument perceptibly affected the prisoner.

Two or three times she buried her face in the ever-unwieldy white handkerchief and wept.

Mr. Cowin said he was willing to change the

"From your personal knowledge of interviews and associations with the prisoner that morning, you may state what your impressions were as to the defendant's sanity or insanity?"

Mayhew again objected, but the court overruled it.

"I thought she was totally out of her mind," replied the witness.

Mr. Scott's reply to General Cowin's interrogation had such an effect on the spectators that they rustled in their seats and acted uneasily when the prosecution tried to upset him.

This ended the cross-examination, but the state started on a re-cross examination.

"When, in your opinion, will come to the conclusion that the defendant was OUT OF HER MIND?"

"When I met her in the rotunda, the hotel office and going to the police station. She was crying, looking irrationally, acting hysterically, and constantly imploring me to let her go to the body."

The redirect examination failed to dislodge her.

THE REVOLVER.

Attorney Mahoney offered this structure offered the revolver used by Miss Blechler in evidence. It is a Smith & Wesson, second-hand, improved pattern, self-acting five-shot, twenty-two-caliber, No. 35,977.

"This Omaha city detective testified: 'I saw the revolver at the Paxton hotel on the morning of the shooting. A revolver was delivered to me by Mr. Scott about 8 o'clock that morning. There were five empty shells in it. It contained no loaded shells, except the revolver itself.'

Miss Blechler sat with downcast eyes, never raising them until the weapon had been taken out of sight. The mention of the gun has already had a visible effect upon her, and now once more the progress of the trial has she looked up with a wistful expression.

A CHICAGO LAWYER.

W. S. Johnson, the Chicago lawyer who has been spoken of as having interested himself in behalf of Henry W. King, Jr., to separate the deceased and Miss Blechler, is a short man, slight in build and almost bald headed.

His upper lip is adorned with a stubby red mustache. He has large blue eyes and a red face.

"I reside in Chicago," said he, "and was acquainted with King two years and a half. I met the defendant in March, 1888. I met her at Quincy, Ill. She was living under the name of Mrs. LeGarde. Mr. Henry W. King, Jr., was then with her, and she had been living with him under this name. King's father requested me to go there. I gave her \$400 on her signing a paper. I told her Mr. King had said he had me that Mr. Adams had said he had a right to take this money and release Mr. King, Jr., from all promises of marriage, which the paper recited. The paper also set forth that Miss Blechler claimed to be in the family way, and this paper also released the King estate from my liability if she was in that condition."

The paper was here offered to Mr. Johnson, who he identified and said that Miss Blechler had signed it in his presence. Febru-

"The defense made no objection to the admission of this document."

"We talked the matter over," continued the witness, "and Mrs. LeGarde signed the paper."

I GAVE HER \$400

and I think there were bills paid also, running the sum up to \$600 or thereabout."

"She stated that they had been living there as man and wife, and that she had taken the name of LeGarde to keep the affair

away from his father. There were some letters King had written to her. I asked her for them, telling her Harry's father wanted them; also a document. The document, I think, the letters were written out in my name. She said she didn't tell me what its document contained. It was burned. She burned it up herself, I think, before the money was paid to her. She said she was going home to Cleveland. She said she would see King in any office if she came to Chicago from Cleveland. She said she wanted to get a ring of hers. I told her she should do so. She said she didn't know positively whether she was pregnant or not. I wrote the release myself. Henry W. King was a friend of the lady's were present at the signing of this. King was there all the time. It was Henry Woolworth King who was with me. He had no relation to the deceased. He lives in the North. I saw him at his office at Chicago four or five days after that Harry King was there. He came by appointment to meet her. I went out and left them together. When I got back they were gone. I saw her in November of last year at my office. We were alone. I wrote for a note, and asked her to call. She brought a package of letters from King. I told her Mr. King had discovered that she and Harry were engaged. She said she had not told Harry. Harry had left the city, gone to Omaha, and desired to break off the relations that existed between them, and if she had any bills due I would pay them. She said she wouldn't break off with him. She claimed he was her husband. She showed me some of the letters, and I saw she would not give him up. I told her she would have to, and if there were any promise of marriage, we were willing to pay her what was right."

For a moment or two.

"She then thought these passages in these letters show conclusively that this man considers me his wife." I said I thought they did, and that she had a good reason for calling him her husband.

I asked her what she thought she ought to have done. I told her that I didn't want to act as attorney for both parties, and it might be better for her to consult another. She said she thought I overacted. Then portion of this particular letter is the threat that "if he attempted to go back on her again she would kill him."

Having disposed of the problem, Mr. Cowin passed on under cross-examination. The witness has resided in Chicago twenty-five years. Cowin asked whether he was not a professional witness, but Mahoney objected, but Mahoney objected to the defense. The court sustained him, but Johnson said he would first consider it before calling him in any case.

"I saw her again at my office the day or day before she came to Omaha. She came to me with a lady friend. She said she had been a lady friend of Harry King, and referred to above, was then offered in evidence. The following is a copy of the agreement:

I, Libbie G. LeGarde, alias LeGarde of the city of Quincy, Illinois, do hereby agree with the State of Illinois for, and in consideration of the sum of \$500, the receipt of which is hereby acknowledged, release and forever discharge Henry W. King, Jr., of Chicago, Ill., his executors and administrators from all claims for damages, expenses, costs or demands whatever, for and/or by reason of any matter, causes or thing whatsoever; and more in particular, I hereby accept said above mentioned sum of money in full payment and satisfaction of any claim I may have against him, and shall not sue him, nor shall I seek any recovery of the amount of money paid to me by him, or by the payment of any sum of money to him; and he shall not be liable to me for any sum of money paid to him, or demands whatever, for and/or by reason of any matter, causes or thing whatsoever; and more in particular, I hereby accept said above mentioned sum of money in full payment and satisfaction of any claim I may have against him, and shall not sue him, nor shall I seek any recovery of the amount of money paid to me by him, or by the payment of any sum of money to him; and he shall not be liable to me for any sum of money paid to him, or demands whatever, for and/or by reason of any matter, causes or thing whatsoever; 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