

ANNIE PRINDLE'S STORY.

An Entire Day is Devoted to Her Cross-Examination.

SEARCHING QUESTIONS BY ATTORNEY HAWKINS.

Ex-Warden Vanderhook and Maggie Barker Give Their Testimony on the Witness Stand.

When our report of the Parson's investigation, in Commissioner Pratt's court, closed at 8 o'clock yesterday afternoon, a part of the law was under discussion by counsel as to the admissibility of certain evidence relating to the reputation of the witness, and ruled upon by the commissioner during the morning. It was taken up by one of the attorneys for the defense, Mr. Hawkins, who presented to the court evidence to show that it was proper to prove specific acts of unchastity on the part of Annie Prindle.

Mr. Varian replied in support of the position; and Mr. Hawkins closed, expressing himself in plain terms with regard to the evidence desired of the prosecution to show the origin of the investigation after launching a belated charge against the marshal.

The commissioner declined to change his original ruling. The witness Annie Prindle was then further examined by Mr. Hawkins. He stated that when Warden Vanderhook left the penitentiary, Mr. Wright, one of the turnkeys, took his place. She believed Vanderhook's testimony that he told her she would have to go before the grand jury, after she had made her statements to him. Mr. Hawkins proposed certain questions to her. After testifying before the grand jury the lady person to whom she spoke about Marshal Barker's story was Maggie Barker, one of the turnkeys, but after female prisoners were around and could hear what she said, she was told to stop. The next person to whom she spoke on the subject was Mr. Ward, one of the turnkeys. She said that he had told her to be careful as to what he said to her and not make any "breaks," as she was under the protection of the turnkeys. District Attorney Varian, in the presence of the governor, after the trial before the grand jury, told her that she was under the protection of the turnkeys. She had no special reason for saying what she did to Mr. Ward. So she said that she had said what she said to him. Mr. Hawkins—Have you petitioned the governor for a pardon?

Witness—No, sir. Mr. Hawkins—Have the question of a pardon ever been mentioned to you?

Witness—No, and no one has ever thought of it as spoken to me about starting a petition.

Mr. Hawkins—Then what did you mean by testifying that the man Barker called at Mrs. Gregory's house to see you and getting up a petition for a pardon?

Witness—He asked me if I should start a petition and I told him no. Mr. Hawkins—Do you deny that you ever had any conversation on the subject with Judge Powers?

Witness—No, sir. Judge Powers did speak to me about it. Mr. Hawkins—You spoke first, didn't you, and didn't he say you hadn't been in the penitentiary long enough for that?

Witness—I don't know whether it occurred exactly like that. Mr. Hawkins—He mentioned the matter of a petition to Marshal Barker?

Witness—He mentioned it to me, and I said that if my friends thought proper to get a pardon for me they could do so. There is no petition given in the Government for a pardon for me that I am aware of, no one has ever handed such a thing to me.

Mr. Hawkins—Did you and the other girls, among yourselves, often discuss the question of getting a pardon?

Witness—No, not often; something was said about a pardon for the Barker girls.

On other questions witness said she turned the late Attorney Kuntz in his absence, she denied ever having sent invitations to the attorney James Williams—whom she met during that engagement—to meet her at night.

She met Mr. Hamilton, as well as Mr. Williams while working the late Attorney Kuntz, but denied most positively that she ever went with him in a house of prostitution, she had on very few occasions met a man known as Philbrick.

Mr. Hawkins handed to witness a copy of the Salt Lake Tribune of December 4th, containing an article headed "One of the Parson's Cases." She said she saw this on the Saturday after issue. She gave no clue to the forwarding contained in the article as part of her testimony before the grand jury.

Mr. Hawkins—Then it could only have come from the governor, the district attorney, his assistant, or members of the grand jury?

Witness—I don't tell anybody else. In further cross-examination she said she did not know a man named "One of Quinlan" in the territory, nor any man in the penitentiary that if he wanted anything from Mr. Barker, he had only to mention her name, or come to her.

Mr. Hawkins next called the witness' attention to another article in the Salt Lake Tribune of December 4th, headed "The case of Marshal Barker." She said she read this at the penitentiary, but did not remember who handed the paper into her cell. She was sent in occasionally for the prisoners to read. Whether a prisoner obtained a paper of his dependence upon "the turnkey" of the penitentiary, she had no paper addressed to other prisoners to read.

This concluded the cross-examination, and Assistant District Attorney Stephens then took the witness in hand. To him she said: When Mr. Williams called on me at Mr. Gregory's he told a young lady with him.

Mr. Hawkins—Will you explain why you did not state in your mother who had occurred?

Witness—My mother said as though I had disgraced her when I was sent to the penitentiary, and that she never

wanted to see my face again. After that I thought I would keep my troubles to myself, and in the morning I did not tell her of this matter.

Mr. Stephens—You were asked with reference to the article for which you were put in the penitentiary. Will you tell the commissioner why it was that you pleaded guilty instead of being tried?

Mr. Hawkins objected to the question as immaterial. The Commissioner—What is the object of the question?

Mr. Stephens—It bears upon the question of reputation upon which has been sought in cross-examination. She professed to serve this term in the penitentiary rather than make a confession which was suggested as thereby defense upon which she could be cleared.

The question was ruled to be admissible, and the defendant replied—I was told that the only way to get out of here was to plead guilty and go to prison.

A further Mr. Hawkins, the witness said her mother was in no position to do anything for her, and she did not care, therefore, to burden her with her trouble. That was the reason I did not confide in her over this matter. She has no reason for thinking that she would not have been her mother's sympathy had she told her of her trouble.

Mr. Hawkins then asked what was the line of defense which witness did not wish to have discussed, remarking—it was on account of a certain character that you had been examining that had your mother to make the observation as to this, was it not?

Witness—No, sir, I don't know that it was.

Mr. Hawkins—Your brother had been sent to jail, and including the statement showing as to being disgraced upon your family?

Witness—No, sir, I had not.

Mr. Hawkins—And your mother left that, didn't she?

Witness—No, sir, she did not.

Mr. Hawkins—That character was with respect to that relation with certain men, so that nothing would come out of it, and that relation of being a common woman, and your mother knew that, didn't she?

Witness—No, sir, it was a fact, and my mother did not know it, and would not believe it.

Mr. Hawkins—That line of defense you speak of involved the question of your chastity, did it not?

Witness—Yes, sir. Mr. Varian asked the witness a few questions to refresh her memory. Among others he asked her if she had tried to deny the fact that your character in this community was not above reproach?

Witness—No, sir. Mr. Varian—When you learned how your mother had expressed herself with regard to you, how did it affect you?

Witness—It made me feel badly. To Mr. Hawkins—My mother once told me that she had never been so sorry as she was for me when I was sent to the penitentiary. I did not tell him anything of this. He is a story-book man, and he is not to be trusted.

Ex-Warden Vanderhook was next called, but in his testimony he said he was not present. The commissioner issued a subpoena for his attendance at 10 o'clock Wednesday morning.



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