The Klondike Nugget

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From Saturday and Monday's Daily.

THE MAIL SITUATION.

Since the first day of November mail sacks for Dawson to the number of 38 have arrived at Skagway. In addition to that quantity an unknown amount of mail, which left Skagway prior to the date mentioned is now located at Whitehorse or scattered at different points between that place and Dawson.

Altogether, it is probably a conservative estimate to place the quantity of mail en route here from Skagway at no less than 50 sacks. The only mail which is likely to arrive within a reasonable length of time is the small quantity which was stranded at Ogilvie some days ago. As for the balance, it is to be presumed from the previous inactivity of the contractors that they will begin pushing the mail through at their own good pleasure.

The Nugget is quite aware of the fact that the condition of the river at the present time makes the transportation of the mail an arduous task. But we are also aware of the fact that the price which the territory pays for having its mail forwarded is based on the assumption that the contract calls for extraordinary efforts. Sixty-five thousand dollars is the amount paid for handling the mail during the winter months. What has the White Pass Company done during the past 30 days to earn the sum mentioned? If anyone is able to answer the question satisfactorily the Nugget would like to have them do so. We submit that results do not indicate that anything worth mentioning has been done.

Undoubtedly the plea will be made that it is impossible to send the mail forward. We answer again as we said in yesterday's issue of this paper that while the police were handling the mail, they pushed it through when conditions were equally as bad as they are now and they did not receive nine thousand dollars or nine thousand cents a month for their work.

The long and short of the matter is simply this: The community is paying a princely sum for services which are not being rendered. That is the situation briefly which has made the demand that the mail contract be taken from the White Pass and entrusted to some concern which will observe its obligations.

ENTIRELY SHATTERED.

Some four or five days ago a small batch of mail was reported as having reached Ogilvie, a distance of 40 miles from Dawson. It consists of a few sacks of mail only, and for that reason, apparently, it has been allowed to linger on the way. When it will arrive in Dawson no one is in a position as yet to tell. It may reach here today and it may not come until next week. Meanwhile a vastly larger quantity has accumulated at Whitehorse. From the first of November to the 12th, thirty-eight mail sacks were dispatched from Skagway, and beyond doubt more have been sent since the latter date. Now the question arises,—of what value is this mail to Dawson as long as it remains cached up the river a distance of three hundred or four hundred miles?

It costs the government—which is only another way of saying that it costs the people of Yukon,—a sum approximating $9,000 monthly to have the mail delivered in Dawson during the winter. That amount is supposed to pay for a continuous service and certainly the sum is large enough to warrant the contractors in making extraordinary exertions to overcome the difficulties which present themselves at this season of the year.

But the circumstances all indicate that such exertions have not been made. For several weeks after the White Pass boats were taken from the river, navigation was perfectly safe and practicable, as witness the operations of competing steamboat lines. But the mail did not arrive on time even during that period, and the boats which were running and were ready and prepared to handle the mail were allowed to leave Whitehorse without a single pound.

Since navigation actually closed the service has been worse than none at all.

The down river mail carriers have been on hand to take care of their contract, and even while the ice was running most heavily in the river their men were despatched promptly with the mail.

How different has been the case with the White Pass Company, is well shown by the statement at the beginning of this article. The mail which has lain so long at Ogilvie should have arrived two or three days ago, but it is not here yet.

If the people of Yukon ever had any confidence in the White Pass Company, that confidence is now entirely shattered.

LI HUNG CHANG DEAD.

Li Hung Chang, the "grand old man" of China, is dead. After a life time given to the service of his country the Chinese statesman, who will be placed in history on the same level with Gladstone and Bismarck, has at length succumbed.

Li Hung Chang will be remembered as the man who favored and influenced the entrance of western civilization into China. An immense market is furnished in China for the wheat and other grains of the Occident and that market is growing larger and taxing the carrying capacity of the trans-Pacific steamers more heavily each year.

As a penalty for his advanced ideas Li Hung Chang has been repeatedly dismissed from the imperial service and as often recalled, for no other hand could be found to direct the Chinese ship of state so carefully or successfully.

What may be the result of his death is a matter of difficulty to foresee.

It is by no means improbable that restrictions will be placed upon foreign trade which may seriously interfere with the commercial arrangements now in force.

There is no mistaking the fact that the Chinese empire as a whole is hostile to the foreigner. The Boxer uprising was nothing more nor less than a manifestation of that hostility. The powerful influence of Li Hung Chang has often stood between the foreign trader and the wrath of the Chinese people, but even that influence has not always availed. Now that the great statesman and diplomat is dead, a re-action against all western intrusion is not at all improbable. The current of events in China during the next few years will furnish much that will prove of profound interest to students of current history. ...

MIGHT TAKE A LESSON.

Our telegraph advices today state that the prosecution has rested its case in the Considine murder trial and the defense is now putting in its evidence. The Considines will have political manipulators, and all the financial support they need to assist them in their case and it will be somewhat surprising if a verdict against them is secured.

Seattle is noted for the number of its murderers who have escaped the gallows, and the list of such crimes in that city is consequently large. United States juries and judges might well take a few pointers from the system of criminal prosecution pursued in this territory.

If Jessup did not write the signatures on the papers given to Roadhouse keeper Woods, then the man who did must have been the most expert forger that has ever been seen in these regions. Jessup may have been frightened into leaving Dawson or he may have been temporarily insane, or any one of several other causes may have led up to his disappearance. But that he appeared at the Sixteen mile roadhouse and transferred his papers to the proprietor, there does not appear to be the slightest doubt.

Yesterday morning's hold-up was an exceedingly bold stroke of work, but like other crimes which have been committed in this territory, it appears certain that short shrift will be made of the perpetrators. The conditions are unfavorable for the successful performance of that class of work. It is too hard to get out of the country and the police are altogether too vigilant. People of criminal instincts should emigrate to a more congenial clime.

If this mild weather continues it might be a first-class idea to send out a few thousand circulars advertising Dawson as a winter resort. People who are seeking a nice comfortable winter climate should no longer think of going to California or Florida. Dawson is the place for them, provided the weather doesn't change its mind.

There seems almost no hope that Miss Stone will escape from the hands of the Turkish brigands. It appears now that even though the required ransom may be raised the unfortunate may be killed by reason of the knowledge she possesses of the inside workings of the Bulgarian and Turkish governments.

Hockey teams are organizing and it looks now as though a series of matches may be arranged in spite of the fact that public spirit has not been aroused sufficiently to warrant a rink being constructed. It looks very much as though the sport must be confined this year to private rinks.

Our contemporary, the Sun, pays a well merited compliment to the ability of the Nugget's cartoonist. The editor of the Sun is certainly in a position to speak with knowledge on the subject.

Two Sinners.

There was a man, it was said one time,
Who went astray in his youthful prime.
Can the brain keep cool and the heart keep quiet,
When the blood is a river that's running riot?
And the boys will be boys, the old folks say,
And the man is the better who's had his day.

The sinner reformed, and the preacher told
Of the prodigal son who came back to the fold,
And the Christian people threw open the door
With a warmer welcome than ever before.
Wealth and honor were to his command,
And a spotless woman gave him her hand.
And the world strewed their pathway with flowers a-bloom,
Crying, "God bless lady, and God bless groom!"

There was a maiden went astray
In the golden dawn of life's young day.
She had more passion and heart than head,
And she followed blindly where fond love led,
And love unchecked is a dangerous guide
To wander at will by a fair girl's side.

The woman repented and turned from her sin,
But no door opened to let her in:
The preacher prayed that she might be forgiven,
But told her to look for mercy in heaven;
For this is the law of the earth, we know,
That the woman is scorned, while the man may go:
A brave man wedded her, after all,
But the world said, frowing, "We shall not call."

—Ella Wheeler Wilcox.

Arizona Kicklets.

We have the names of at last three critters in this town who are hankering for our job as postmaster and are waiting to see us bounced. We are in love with the job and intend to hold on to it, and if there is anybody in this territory who can beat us at pulling wires and mending fences we will doff our hat to him when he has us on our back.

Mr. J. B. Williams, our esteemed fellow townsmen, is about to remove to Santa Fe, N. M., to open a palace of poker and drinks. We have found him a square man on the deal and a connoisseur on drinks, and we wish him all prosperity in the new field to which he is going. He is something of a liar and knows very litle about a gun, but these are faults which can be overlooked in almost any community.

We understand that Lawyer Moss is telling different parties around town that we threatened his life last Monday. What we did do was to visit his office and hold a gun on his chin and warn him not to pester us with any more libel suits, but no threats were made. Indeed he caved in so quickly that no threats were necessary. We have nothing against Lawyer Moss and hope he may live for a hundred years yet.

We made a holy show of ourself on Apache avenue the other day when a stranger got the drop on us and held a revolver to our ear. Yes; we knelt down as he commanded, and we repeated the apology he so kindly worded for us, and we expect to lose 50 subscribers by it. However, we had rather be a live editor than a dead idiot. When a man who means shoot gets the drop on us, we are his mutton for the time being and don't propose being laid away in our own graveyard.

The editor of the Lone Jack Banner calls us a liar in his last issue, and intimates that we don't care to meet him face to face. We shall be in Lone Jack Monday afternoon, and if the editor of The Banner doesn't take to the woods half an hour before our arrival, and remain shivering among the bushes until we leave, we will pay over $100 to any charity he may name. He's a squirt gun man, and we've let him live on just to bother the flies.

M. QUAD.

Interesting.

"Did you have an interesting literary club meeting, Alice?"

"Oh, yes; every woman there was working on a new pattern of Battenberg lace."—Indianapolis Journal.

FORKS WILL INCORPORATE

Under Ordnance Lately Passed by Yukon Council.

Election Called by Governor Ross for Saturday, November 30th—Isaac Burpee Named as Clerk.

Grand Forks is to be incorporated as an unincorporated town under ordinance No. 31, entitled "An ordinance respecting unincorporated towns" assented to by the council July 20, 1901. The matter is one which the citizens of the Forks have been agitating for some time, feeling that if the management of their own affairs to a certain extent were left in their own hands much better results in the way of protection from fire, sanitation, etc., could be accomplished. Under existing conditions application for funds, no matter how small nor for what purpose, has to be made through the Yukon council. There is no member of the council resident of the Forks to pass upon the merits or demerits of such application, none to see that such moneys appropriated are honestly applied and properly spent, and the natural result follows that such outlying towns and districts do not always receive the consideration to which they are entitled.

The ordinance under which the incorporation is to be effected is one in general use in the Northwest territories and was passed at the suggestion of Governor Ross, he having seen in his former home the adaptability of it in small towns not large enough to be fully incorporated yet of sufficient size to be able to manage their own affairs to a very great extent. Towns taking advantage of such ordinance will also relieve the council of a great deal of labor which they can ill afford to spend upon such minute affairs.

Saturday afternoon two delegates, R. J. Mackison and Dr. McLeod, appointed as representatives of the citizens of the Forks, waited upon Governor Ross and were accorded an interview lasting a couple of hours. The delegates presented a petition to the commissioner, who listened very attentively to the representations made by them and finally decided to accede to their wishes and order an election. The petition is as follows:

To the Commissioner of the Yukon Territory, Dawson, Y. T.:—

Honorable Sir,—

The petition of the undersigned, residents and citizens of the unincorporated area ground and about the postoffice of Bonanza, Y. T., humbly sheweth that at a meeting of the residents and tax payers of the aforesaid district held in the Gold Hill hotel on Wednesday, the 13th day of November, A. D., 1901, after the prior petition and the urgent need of immediate action had been thoroughly discussed, it was unanimously agreed to apply to the council of the Yukon territory requesting that this district be formed into an unincorporated town under ordinance No. 31

Wherefore your petitioners humbly of the Yukon territory, 1901. pray that you will be pleased to take the necessary steps to secure the above result at the earliest possible opportunity.

And your petitioners will ever pary, etc.

Dated at Bonanza, Y. T., November 13, 1901.

The petitions bears the signature of 68 residents and business men of the Forks, and it is said that the movement is practically the unanimous wish of every citizen in the village.

Governor Ross has ordered the election to be held one week from next Saturday, November 30, and has appointed Isaac Burpee clerk of the election and returning officer.

In the ordinance under which the proposed incorporation is to be effected provision is made by which the commissioner of the territory may upon a proper showing being made to him provide for such incorporation by causing three notices of his intention to be posted in conspicuous places for at least 30 days, at the expiration of which time he may by order establish the proposed area as an unincorporated town under the name of the postoffice therein, define its boundaries, and fix a day for the election of an overseer, conditioned that a majority of the voters do not protest against such action.

Voters in such election are restricted to any man, unmarried woman or widow of the full age of 21 years, being a British subject, who resides within the proposed town to be incorporated and who possesses, holds or occupies any land therein under any title.

There is but one office to be filled by election, that of an overseer. Male voters and no other shall be eligible for election as such overseer.

In the election the returning officer shall not vote except in an equality of the votes cast, and then he shall cast the deciding vote. The first overseer elected shall give a bond with two sureties, shall enter upon his duties at once upon being elected and shall hold office for the remainder of the calendar year. The commissioner may remove any overseer so elected and appoint one in his stead who shall have the same powers.

An annual meeting of the voters shall be held before the 15th of June in each year, at which the overseer shall submit to the voters a statement of the estimated total expenditure of the town for the current year, and which shall include the amount payable in such year on any debt contracted hereunder: draining and street improvements; construction of sidewalks; fire protection and water supply; purchase of property for town purposes; scavenging; contingencies and remuneration of the overseer.

The voters are empowered to employ a scavenger and such other persons as a protection from fire if they so desire.

The necessary revenue shall be raised by the levy of a yearly rate upon the property and income therein not exceeding 20 mills on the dollar of the assessed value.

Provisions are made for taxing dogs and licensing hawkers and peddlers.

The overseer may incur any debt for town purposes not exceeding $500. The duties of the overseer shall be to carry out the orders of the voters as expressed at regular or special meetings; enforce provisions of this ordinance; make regular inspection of premises in the town respecting nuisances and the prevention of disease and fire; keep a record of taxes collected and moneys expended; make estimates of public improvements needed, and impound animals unlawfully at large. He shall make an annual return to the territorial secretary on or before November 1 of each year, showing moneys collected, expended, liabilities of the town, etc.

Ample provisions are made for the prevention of disease and fires.

The remuneration of the overseer shall be fixed at the annual business meeting, but it shall not be less than $100 per annum, together with two and one-half per cent. of all the taxes collected by him.

Immediately after the election returns are received by the commissioner he will declare by order the incorporation effected and the enterprising little city known as the Forks will thereafter largely conduct its own affairs.

SOME COLD WEATHER SUGGESTIONS.

DEFENDANT MUST PAY

So Decides Justice Dugas in Moe-Klinberg Case.

Judgment was rendered this morning by Justice Dugas in the case of Hoffman against Moe and Goldstein which was heard at the last sittings of the court, shortly prior to vacation. The action was for the purpose of enforcing the payment of a promissory note given by Goldstein to Moe, the latter having become security for and subsequently paid a gambling debt contracted by Goldstein. Moe, in turn, sold the note to Hoffman after having endorsed the same. When the paper became due Goldstein refused to make payment upon the ground that the debt was an illegal one and consequently could not be collected. His lordship's decision is as follows:

"This is an action upon a promissory note of which the defendant Goldstein is maker and the defendant Moe endorser, given in renewal of a balance due on a first note. Moe keeps a saloon on First avenue in Dawson, in which the rear part of the establishment is run as a gambling resort by one Thomas Sparks. It would appear that Moe is in no way interested in this concern.

"The defendant Goldstein, who was in the habit of gambling at Sparks' place got in debt once and Sparks paid for him some time after, for which Goldstein signed the notes above mentioned. Before maturity of the note given in renewal it was transferred for consideration to the plaintiff. Both defendants have appeared and in their defence Goldstein pleads the illegality of the transaction, and Moe that he had sold the note to plaintiff at a discount with the understanding that he would not be responsible therefor although he endorsed it. An attempt has been made on his part to prove this fact by parole, which I believe he cannot do, as I take it that sec. 61 of the Bills of Exchange act of 1890 requires such a proof to be in writing. It reads as follows: When the holder of a bill, at or after maturity, absolutely and unconditionally renounces his rights against the acceptor the bill is discharged. The renunciation must be writing unless the bill is delivered up to the acceptor.

"And sub-section 2: The liabilities of any party to a bill may in like manner be renounced by the holder, at or after its maturity.

"The words 'in like manner' brings this subsection under the other one as to the renunciation, which must be in writing. But, even if this proof could have been admitted there is a conflict of evidence which would leave the weight thereof in favor of the plaintiff, as, I take it, that when there is a writing binding on the party who has signed it, the liability will hold unless an undoubtful proof is brought against it.

"As to the illegailty of the transaction, I have already decided in the case of Moe vs. Picotte that it can be taken advantage of by the parties actually taking part in the gaming, and, although there seems to have been a general guarantee by Moe as to the solvency of Goldstein to the amount of $1000, I believe that this does not affect his position, as the money was advanced after the gaming was over, he taking no part therein, and not even being in the room, besides, being a third party to it. The difference being this: The payment by him, although it could not be enforced, was not illegal, and the fact of Goldstein having afterward signed a note therefor, did not commit by this an illegal transaction.

"Judgment will, therefore, be entered against both defendants with costs."

Rink Is Completed.

The hockey rink at the police barracks was completed yesterday and flooded to a depth of several inches by water pumped from the McDonald Iron Works. The night was not cold enough, however, to freeze a smooth surface and it will be necessary to repeat the flooding process as soon as it becomes colder.

MUCH BUSINESS TRANSACTED

By Judge Dugas in Chambers Session Today.

Decision in Bank-Lyonnaise Case Tomorrow—Cabins Will Stand on Potato Patch.

Mr Justice Dugas sat in chambers today hearing arguments upon several motions and rendering judgments in a couple of cases heard before the beginning of the long vacation.

Upon the motion for summary judgment argued last week in the case of the Canadian Bank of Commerce vs the Syndicate Lyonnaise, his lordship stated the stenographer's notes had reached him only last night and that he would render a decision tomorrow morning at 11 o'clock.

Judgment on the motion for security for costs in the case of Brown vs. Jehu, which has been pending for several weeks, was given. The motion is denied with costs, it being held that there was sufficient evidence to show that plaintiff intended returning to Dawson at some future date

In Hoffman vs. Moe and Goldstein judgment went against both defendants, the decision being given in full elsewhere in this issue.

A motion for security for costs was argued in the case of McDaniels vs. Huntington. An objection to the motion was raised by counsel for plaintiff upon the ground that it was not made in accordance with the rules of the court.

"Can a rule of the court supersede the law?" asked the judge.

His lordship held that it could not and the order was allowed, four months being allowed in which to produce the security required.

Morford vs. Graff, a motion was argued to continue the restraining order and injunction granted last Monday. The order restrains defendant from pulling down and removing 35 cabins upon claims situated on the Potatoe Patch group in which plaintiff by virtue of a mortgage and option claims an interest. Defendant appeared in person and moved for a dissolution of the order. Continued until Monday to enable defendant to file further affidavits.

The motion to set aside the judgment in the case of Mitchell vs. Bentley, which came up last Monday and was continued until today, was dismissed with costs.

Eads vs. Jackson, the famous Orpheum theatre controversy, came up on a motion to continue the injunction now in force. The action is for trespass and damages. Continued until Monday in order to allow sheriff to make proper return of seizure. Injunction continues in the meantime.

Murphy vs. Bossuyt is a relic of the old Martony failure and assignment of last June. It appears from affidavits read in court that shortly prior to the assignment Nordale and Olson, proprietors of the Mortony, gave to Bossuyt a chattel mortgage on their premises to secure the payment of a $900 debt. This mortgage Murphy, assignee of the creditors of the defunct restaurant, is attacking upon its legality, it being alleged that at the time it was given the firm was insolvent with liabilities amounting to over $12,000. A curious plea arose which brought forward the gold dust problem again. To further secure his claim Bossuyt bought a second mortgage on the property which was held by Palmer Bros., paying therefore $189 in currency. The note given which the mortgage secured specified that gold dust was to be accepted in payment, a fact which Bossuyt did not notice in making the transaction. Assignee Murphy has tendered the sum due in dust but Bossuyt demanded currency notwithstanding the specified agreement in the note. His lordship suggested that as the difference amounted to only about $12 counsel should be able in some manner to arrive at a compromise.

"I have heard," said his lordship with a smile, "of judges taking a few cents out of their own pockets in order to settle up a difference, and I suppose it would not be objected to in this case should I do the same."

Elviadge vs. Hobbs was continued until Monday.

Arthur Lewin, receiver appointed to wind up the affairs in the case of asked for an order directing him to Mogridge vs. Garnham, by his counsel disburse the funds in his hands among the creditors and for payment of his services as such receiver. The report field showed the assets to amount to $2092, with liabilities of $3646. The order granting the assignee $200 for his services and directing the payment to the creditors of the amount due them pro rata was allowed.

Lady Beaconsfield.

Mrs. Duncan Stewart describes Lady Beaconsfield as originally a factory girl. Mr. Lewis first saw her going to her factory beautiful and with bare feet. He educated her and married her, died and left her very rich, and then she married Disraeli. When asked why she married her second husband, she would say that it was a feather in her cap, "My dear, he made love to me while my first husband was alive, and therefore I knew that he really loved me." It was at Greenmeadow, a house five miles from Llandaff, that Disraeli served his apprenticeship as secretary to Mr. Lewis, living in the house with him and Mrs. Lewis in the position of a dependent. When the house overflowed with visitors from London, as was often the case, he was sent out to sleep at the Hollybush, a little public house in the village. Both Greenmeadow and the Hollybush exist still.—"The Sory of My Life," by Augustus J. C. Hare.

The Biggest Yet.

London, Oct. 19.—The admiralty has sent instructions to Devonport to prepare for the construction of a battleship larger than any now existing. Her displacement will be 16,500 tons and her length 425 feet. She will be the first vessel of the King Edward class.

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