

**THE MCGREGOR-KELLY CASE.**

**Why Senkler's Decision Was Reversed at Ottawa.**

**Witnesses Chas. F. Stone and Walter Stanford Make Oath That They Swore to Untruths.**

(From Tuesday's Daily.)  
The readers of the Nugget are familiar with the famous McGregor-Kelly case which involved the upper half of claim No. 2 on Magnet gulch, which property was awarded to Mrs. Kelly by Gold Commissioner Senkler on the evidence of Chas. F. Stone and Walter Stanford. The decision of the local officer was later reversed by the minister of the interior at Ottawa, news of which reverse was received here with great surprise.

Now comes from Ottawa the affidavits from the same two witnesses which show why the decision was reversed, and it shows as great an aggregation of chicanery, fraud and perjury as has ever been brought to light in the Yukon, which country, by the way, is not remarkable for its virtues.

Following are a few extracts from the affidavits of Stone and Stanford whose repentance was instrumental in righting a wrong which was inflicted through their previous falsehood and perjury: In the Gold Commissioner's Court of the Yukon Territory.

In the matter of a certain protest between E. L. Kelly, plaintiff, and J. F. McGregor, D. A. Boehme, Noah Davey and Fred A. Schaal, defendants. I, Charles F. Stone, of Dawson, in the Yukon territory, miner, make oath and say:

1. I know the plaintiff and the defendants.

2. I am the Charles F. Stone who gave evidence on behalf of the plaintiff in this protest before the gold commissioner over the upper half of creek claim No. 2 Magnet gulch, Troandike mining division.

3. My evidence was untrue, insofar as it differed from the evidence of the defendant McGregor as to his personally staking the said creek claim No. 2 Magnet gulch.

4. The said McGregor, the defendant, did stake said claim No. 2 on the 12th of March, 1898, as sworn by him in his evidence given before the gold commissioner on the hearing of this protest, and I was personally present and saw the said McGregor stake the said claim. The said McGregor and I left the cabin upon No. 25 below on Bonanza together, and went to Magnet gulch, and when the said McGregor staked the said claim as above set out; and after staking the same said McGregor and I returned to said claim No. 25 below on Bonanza. We then took a walk up Fox gulch and returned to my cabin upon No. 25, where the said McGregor remained until the following day, when he left said No. 25 below for Dawson.

5. My evidence given before the gold commissioner, where it differs from the above, is untrue. The evidence of all the other witnesses called on behalf of the plaintiff, where it differs from the above is also untrue.

6. On the night of June 9th, 1899, in company with the witness Walter Stanford, I went to claim No. 2 Magnet gulch, for the purpose of cutting the defendant, McGregor's, name and location notice off the stakes. I cut, or rather scraped, his name and location notices from the lower stake of said claim. I also attempted to do the same with the said McGregor's name and notice on the upper stake on same claim. I saw when said upper stake was exhibited in the gold commissioner's court that I did not succeed in rendering the defendant McGregor's name and location notice illegible on this stake. This was owing to the fact that it was raining at the time and being about 12 o'clock at night, the notice was not so plain as it appeared in daylight.

7. Stanford and myself left Dawson to deface the stakes as above about 8 o'clock p. m., and got back the next morning about 5 o'clock. This was done with the full knowledge of the plaintiff and her husband, M. J. Kelly. Stanford and I discussed the advisability of this act with the plaintiff and her husband, M. J. Kelly, before it was attempted. The plaintiff and her husband heartily concurred in the scheme and when informed that it had been done, approved of it.

8. The plaintiff's whole case was worked up by myself and the plaintiff and her said husband, with the assistance of Walter Stanford, also a witness called on behalf of the plaintiff. All of the witnesses were obtained by myself with the assistance of said Stanford, and all of the evidence, insofar as it

goes to show that the defendant McGregor never went to the above claim No. 25 below on Bonanza on March 12th, 1898, and all evidence which states or implies that said defendant McGregor remained in my cabin upon claim No. 25, and that I went alone to Magnet gulch, is untrue.

9. The plaintiff and her said husband also assisted the said Stanford and myself in obtaining the said witnesses. It was agreed between the plaintiff and the other witnesses that whatever interest resulted to the plaintiff from the contest should be divided into as many portions as there were witnesses, including herself, and each should have an equal share. It was also agreed between the plaintiff, myself, and all the witnesses on behalf of the plaintiff that, in the event of the plaintiff's success, she would turn over a one-half undivided interest in same to the witness Walter Stanford, and that she, the plaintiff, and the said Stanford, should hold the interests promised to the witnesses in trust for them, the whole claim to be worked as a company claim.

10. Since the decision of the gold commissioner in the protest, Stanford and myself have repeatedly, for ourselves and on behalf of the other witnesses, asked the plaintiff to turn over the one-half interest to Stanford. She put us off from day to day, but at last signed a transfer in escrow to a one-half interest to Stanford, with escrow instructions that the bill of sale be delivered as soon as the gold commissioner's decision was affirmed in Ottawa; and that we bear half of the attorney fees on appeal. The plaintiff also informed us personally that the other half was for herself and her husband. Then we became disgusted with the whole affair, and made up our minds to try to right the wrong we had done; so far as lay in our power.

11. And for this reason I make this affidavit purely voluntarily and without any promise or hope of reward from the defendants or any of them, none of whom have ever approached me with regard to the evidence given by me on said protest. (Signed.)

C. F. STONE,  
Sworn before me at Dawson in the Yukon territory, this 17th day of February, 1900. (Signed.)

F. L. GWILLIM,  
A Notary Public in and for said Yukon Territory. True copy. (Seal.)

N. A. BELCOURT,  
Notary Public, Ottawa.

In the Gold Commissioner's Court of the Yukon Territory:

In the matter of a certain protest between E. L. Kelly, plaintiff, and J. F. McGregor, D. A. Boehme, Noah Davey and Fred A. Schaal, defendants.

I, Walter S. Stanford, of Dawson, in the Yukon territory, miner, make oath and say:

1. I know the plaintiff and the defendants.

2. I was a witness on behalf of the plaintiff before the gold commissioner on the protest over the upper half of creek claim No. 2 Magnet gulch.

3. The evidence given by me on said protest, where it stated that on the 12th of March, 1898, the day the defendant McGregor staked the claim in question, the witness Stone and McGregor came out of the cabin upon No. 25 below on Bonanza and spoke for a few minutes, and that the defendant McGregor returned to the cabin and said Stone then went up Bonanza, was untrue. The said McGregor did not return to the cabin but accompanied the said Stone up Bonanza.

4. The evidence given by me before the gold commissioner on the said protest, where I stated that I followed the said Stone up Magnet gulch and saw him writing on a stake upon No. 3, was untrue. I did not follow the said Stone up Magnet gulch, nor did I see him writing upon the lower stake of No. 3. I did not see either Stone or McGregor after they left the cabin upon No. 25, and started up Bonanza creek, until they returned together late in the afternoon of the same day.

5. I never saw Stone write upon any stake on Magnet gulch, on claim No. 2 or No. 3 on said 12th of March, 1898, nor was I with Stone, upon said gulch on that day.

6. With reference to the evidence of all the witnesses called on behalf of the plaintiff, such evidence was obtained by said Stone and myself. All such evidence, insofar as it goes to show that the defendant McGregor did not go above claim No. 25 below on Bonanza on said 12th of March, 1898, and insofar as it states or implies that said McGregor remained in our cabin upon said claim No. 25 below on Bonanza, is untrue.

7. The plaintiff Mrs. Kelly was fully aware of the facts as herein sworn to by me, before she staked the said claim. The same were discussed on a number of occasions with her by me and said Stone and in consideration of said Stone

and myself giving the evidence which we did before the gold commissioner, and obtaining the evidence which we obtained on her behalf, it was agreed between the plaintiff and the other witnesses that whatever interest resulted to the plaintiff from the contest should be divided into as many portions as there were witnesses, including herself, and each should have an equal share. It was also agreed between the plaintiff and the witnesses that, in the event of the plaintiff's success, she would turn over a one-half interest in same to me; and that said plaintiff and myself should hold the interests promised to the witnesses in trust for them, the whole claim to be worked as a company claim.

8. On the night of the 9th of June, 1899, in company with said Stone I went to claim No. 2 Magnet, for the purpose of cutting the defendant McGregor's name and location notice off his stakes. The said Stone, in my presence, scraped the said McGregor's name and location notice from the lower stake of said claim, which was a crooked tree stump. The said Stone also attempted to do the same with the said McGregor's name and location notice on the upper stake on said claim, which was the stake produced as an exhibit on the trial of this protest. I saw the said upper stake when it was put in as an exhibit on said protest, and the location notice as it then appeared with said McGregor's name partly cut off was caused by the attempt of said Stone to cut it off on the night of said 9th of June, 1899. It was raining that night, and it being about 12 o'clock, the location notice could not be as plainly seen as in daylight, and the said Stone did not succeed in entirely defacing it. Stone and myself left Dawson for the above purpose about 8 o'clock p. m. on said 9th of June, 1899, and arrived back in Dawson the following morning about 5 o'clock a. m.

9. The defacement of said stakes was done with the full knowledge of the plaintiff and her husband, M. J. Kelly. The said Stone and myself discussed the advisability of doing so with the plaintiff and her husband, before it was attempted; the plaintiff and her husband concurred in the scheme, and when informed that it had been done, approved of it.

10. The plaintiff's whole case was worked up by myself and said Stone, and the plaintiff's husband and the plaintiff herself. All of the witnesses were obtained by myself and said Stone, with the assistance of the plaintiff and her husband.

11. The evidence of every witness called on behalf of the plaintiff was manufactured by the said Stone and myself, assisted by the plaintiff and her husband; and said evidence was often rehearsed before the trial in the gold commissioner's office, at the plaintiff's cabin in Dawson.

12. Since the decision of the gold commissioner in this case, the said Stone and myself have repeatedly, for ourselves, and on behalf of the other witnesses, asked the plaintiff to turn over the half interest in the upper half of said claim to myself. The plaintiff put us off from day to day; finally she signed a transfer in escrow said half interest in my favor, with instructions to the effect that the bill of sale should be delivered as soon as the gold commissioner's decision was affirmed at Ottawa, and that we bear half of the attorney's fees on appeal.

13. The plaintiff also informed the said Stone and myself personally that the other half was for herself and her husband. The said Stone and myself then became disgusted with the whole business and made up our minds to try to right the wrong we had done, so far as it lay in our power to do so.

14. And I make this affidavit purely of my own free will, and without any hope or promise of reward from the defendants or any of them, or from any person on their behalf. (Signed.)

WALTER STANFORD,  
Sworn before me at Dawson, in the Yukon territory, this 17th day of February, 1900. (Signed.)

F. L. GWILLIM,  
A Notary Public in and for the Yukon Territory. True copy. (Seal.)

N. A. BELCOURT,  
Notary Public, Ottawa.

**Railroad Contemplated.**  
The Alaska Exploration Company contemplates the construction of a railroad to its coal mines, which are located on Coal creek. The fuel is of excellent quality and the directors of the company consider that they have a profitable commercial article, amply sufficient in quantity to supply the demand in this territory. Surveyors will be engaged at once to select the railway route, and they will be followed by the graders and trackmen. The system will probably be completed before the snow flies.

**The Klondike Nugget**

TELEPHONE NUMBER 12  
(DAWSON'S PIONEER PAPER)  
ISSUED DAILY AND SEMI-WEEKLY.  
ALLEN BROS., Publishers

**AT LAST.**

As was published in Saturday's issue of the Nugget, the Yukon council, in spite of some opposition, has finally determined to hold its sessions in public and admit representatives of the press thereto. The only criticism we have to offer upon this action is the fact that it did not take place twelve months ago. Whatever may have been the intentions of the council in determining matters of policy affecting the welfare of the people of this territory, the latter have questioned the motives behind the council's actions, for the simple reason that as a legislative body their sessions were held behind closed doors.

This fact has served, for the most part, to neutralize, in so far as public opinion has been concerned, the effect of measures really designed for the public good. The council made the mistake of refusing to take the people into their confidence, and, most naturally, the people have held to the belief that behind this refusal lurked motives which would not stand the strong light of public inspection. An effort has been made to show that the demand made by the local press for admission to the council's meetings has been animated by a desire to oppose and misrepresent the council on all possible occasions. A refutation of this silly and groundless talk is not required.

There is a principle involved in the case which a reputable newspaper could not overlook, and the Yukon council, in failing to recognize this principle hitherto, has acted in direct opposition to the accepted usages of similar bodies the world over. Their decision has been reached rather late, but, like everything else in the world worth the having, it is better late than not at all.

**PROTECT THE LABORER.**

The wage question is a most vexatious one. Something should be done to effect a settlement of it upon lines which are equitable both to employer and employee. Undoubtedly, a great many men have been employed on claims during the past winter who will receive little or no remuneration for the work they have performed.

They have taken the assurances of laymen that the ground worked would produce sufficiently to meet all necessary expenditures, and put in their time all winter long, only to find when spring time arrives that they were building upon a false hope.

Undoubtedly, these men entered into contracts voluntarily, and need not have agreed to work on the "cleanup" basis had they not so desired. They were willing to take chances upon the ground turning out sufficiently rich to meet all expenses, and in instances where expectations have failed of realization they have suffered accordingly. In such case, however, if any gold is washed from the dumps at all, it should, we believe, be applied toward the payment of laborers' claims over and above claims of any other nature.

We cannot agree with the theory that the claim owner should be held liable for obligations entered into by the layman. The enforcement of such a law would mean simply that claim owners would be placed practically at

the mercy of laymen, and a great hardship on the former result. The responsibility should come upon the man who employed the laborer. If a layman has had men working in his employ, then we believe the laborers' wages should be a first lien upon the layman's share in the proceeds from the dump. In some such way only can security be given to the laborer, and he should be considered above all other creditors.

**THE WAR ENDED.**

The war in the Transvaal is practically at an end. Kruger is a fugitive, and Pretoria is, in all probability, now in the hands of the British. The successful termination of the struggle means undisputed British sovereignty in South Africa and the completion of numerous great enterprises which have had their origin in British energy, and which have been held back and handicapped through the opposition of the Transvaal government. Cecil Rhodes will now be enabled to carry forward his magnificent ideas of British South African policy, including the construction of the now world-famous "Cape to Cairo" railroad. The successful completion of this war, one of the greatest land struggles in which Britain was ever engaged, will eventually open up an untold area of country for development. The possibilities before capitalists and men of enterprise and energy are greater in South Africa today than ever before. There will be room in Africa for Britain's overplus of population for many years to come.

There appears to be no doubt of the correctness of the reports which have come in relative to the crowds of people leaving San Francisco and Seattle for Cape Nome. So great is the demand for accommodations that many, who are unable to secure passage direct, are coming this way and will go to Nome via Skagway and Dawson. The transportation companies have made rates through from Seattle by the river route almost as cheap as the rates quoted from Seattle to Nome by ocean steamers. According to advices now at hand, Skagway, Bennett and Whitehorse are all crowded with people en route and awaiting the departure of boats down the river. If present indications count for anything, Cape Nome, from a spectacular standpoint, will double discount anything that occurred in Dawson even when the great boom of '98 was in the height of its glory.

There appears to be quite a discrepancy between the stories of preparation for defense at Pretoria and the tenor of the dispatches today. Instead of settling down for a siege of some years' duration, the Boers, apparently have not even awaited the arrival of the advance guard of the British forces, but have simply thrown up their hands. Kruger and the chief commanders have fled, and the people in general have submitted. This may be what has come to be termed a "Boer trick," but in just what way it will enable Oom Paul to win a victory we are unable to see.

**Managing the Store.**

Mr. J. J. Chisholm is now in charge of Parsons & Co.'s store on Second street during the absence of Mr. Parsons, who is now in the East. Mr. Chisholm is thoroughly acquainted with the business and has a host of friends, consequently an impetus in the affairs of the concern is to be expected.

Special Power of Attorney forms for sale at the Nugget office.

**KS**  
the warm weather  
of our hammocks  
a few.

**S**  
weather articles,  
have too many of  
and get one at cost.

**ENNAN**  
REET.  
Dawson

**Light**  
Light &  
Ltd.

**rcial**

**ADING POSTS**  
ALASKA  
Chicago  
Anvik  
Nulato  
Tanana  
Port Hamilton  
Circle City  
Eagle City

**YUKON DISTRICT**  
Anvik Bergman  
YUKON TERRITORY  
Anvik Dawson

**osit Vaults.**

**ORA**

**EGULARITY**  
insupplying  
Experienced  
all.

**ERHEAD, Agent**

**TLE No. 3**  
chabel on or about  
**JUNE 9th.**  
steamer sailing will  
an early date.

**Dock, Dawson**

**CO. LTD.**

**EHORSE**

**RR'**

**1900,**  
SEATTLE and all

**& T. CO.**

**oyukuk?**  
goods  
you

**CO.**