

THE KLONDIKE NUGGET.

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"NOT GUILTY," SAYS MR. OGILVIE.

After Sitting on the Cases of Messrs Wade, McGregor and Norwood.

A Summary of the Evidence—Weak Cases Made Out—Convincing Statements of Defendants—No Connection Shown.

The royal investigation was continued Wednesday morning, the commissioner with his legal adviser and two stenographers sitting at the Pioneer hall. Messrs. Wade, McGregor and Norwood were present, it having been intimated to them that their connection with Dawson affairs in '98 were to be inquired into. The proceedings were opened by their counsel, Mr. Clark, of Clark & Wilson, asking what the charges were.

Mr. Ogilvie replied that there were no "definite charges." Dr. Burke in his rambling way, brought in everything. He went on further to explain that in a general way it had been said that Mr. Wade had leased the water front improperly and it had also been intimated that he had an interest in it. McGregor had also been connected with it by witnesses.

Morrison and McDonald were present. Ronald Morrison was the first put on the stand and put on solemn affirmation. He went on to relate that he and Alex. McDonald were partners in the deal and that Alex. Morrison also had a sixth interest—and paid the government a sixth of the rental. Said he knew it was town talk that Wade had some sort of an interest in the water front but so far as his personal knowledge went there was no foundation to the belief. On oath he had no knowledge of any profit or interest that accrued to Wade from the Morrison and McDonald lease obtained from the government. He had never entered into an agreement that Wade should profit by the lease in any way and was positive that he (the witness) had never given a dollar to Mr. Wade in that connection. Never before or after had such an agreement been entered into nor one dollar given directly or indirectly to Mr. Wade because the lease had been granted them. About that time he believed it was after the granting of the lease—he had retained Mr. Wade's legal services and paid a retainer fee in proportion to the services which they required of him. Morrison and McDonald's interests were numerous and extensive and it was not at all out of proportion to what was required. Mr. Wade had then and there excepted anything in connection with the water front, explaining that as a crown's land agent it would not do. He had even refused to depart from this rule and draw up a lease. Would swear positively that there was no connection at all between the water front lease and the retaining of Mr. Wade as solicitor. They needed the best and had reason to suppose Mr. Wade knew his business. Went personally to Mr. Wade about securing his services and would swear that nothing was mentioned about the water front. Knew nothing of the payment of any money to McGregor.

Alex. McDonald was sworn. He had no conversation at all with Mr. Wade prior to securing the water front lease. Wade had absolutely no interest in the lease and the witness would swear that none of his money ever went to that gentleman. He had had nothing to do with the retaining of Mr. Wade for the firm as solicitor excepting in counseling with Morrison, and there had been no connection at all in his mind between the retaining of Mr. Wade's services as a solicitor and the securing of the lease, because to the best of his recollection the lease had already been secured. Had never paid Wade or any of the officials for the lease. Had never had any agreement with Wade that he should profit one dollar from the lease. To his knowledge none of the officials had profited from the lease—not from the firm of McDonald & Morrison anyhow. Witness remembered paying McGregor two thousand dollars just before he went away, as had been stated in a former trial by witnesses. It might have been money from the water front, as he had a faint recollection of seeing his water front agent, Mr. Gotschlich, that certain money had been paid to McGregor. McGregor had bought a lot from him some time previous for \$2000, and had offered to sell it back; so he bought it back and paid for it. McGregor paid him for it in gold dust. He remembered the incident well for it occurred in Tom Chisholm's, and he asked Tom to weigh the dust and Tom told him there was twenty-five cents over the \$2000.

Mr. Wade went on the stand in his own behalf and was sworn. His statements were clear, concise and convincing, and in justice to that gentleman it is to be regretted that our space forbids its reproduction in full. He first explained that the originals of all the water front bids and communications were with the department of the interior, but before leaving he had prepared a file of copies which file had been left in the commissioner's office, and the fact of only one paper being found—the lease—was unaccountable. However, to begin at the beginning, he would state that he came to Dawson in advance of Major Walsh and his party. He had instructions from the minister of the interior to take over the land application book. Found Fawcett, the only authorized Dominion land agent much overburdened with work, and it was agreed between them that he (Wade) should take over those duties to relieve him. Found that no preparations had been made to receive the crowds of merchants and miners that he knew to be coming, and the prices of lots on the townsite soaring. There was only Front street at that time and all back of it was water and nigger heads. A strip of land along the water front belonged to the Dominion and he knew it would soon be fully occupied by squatters as those already there would not get off. Consulted with Fawcett and

he quite agreed upon the advisability of renting it out as it was shoal water in front, useless for steam boats and the advantages of scenery were not considered in Dawson at that time. Bids came in and McDonald's bid of \$18,000 was the highest. Fawcett and he thought that a good offer but it was not closed. Afterwards Dinnsmore, Spencer & McPhee offered \$25,000 which was capped by an offer of \$30,000 from Morrison & McDonald. It was decided to reserve a part of the strip for streets, mills, landings, etc., and a letter embracing those terms was after some days sent to that firm and imposing other restrictions which to Judge McGuire, himself and Thomas Fawcett made the lease appear at that time anything but a desirable investment. Not one dollar of the rental either directly or indirectly came to witness nor had any arrangement been made at any time whereby he should profit.

Mr. Wade also told of his surveying and fixing the prices on the government addition, and why. Witness also related his being retained by Morrison and McDonald after the leasing of the water front, and explained that while the fee might appear large to easterners it was not out of proportion to the vast amount of work that firm had to do, nor of the prices then in vogue in Dawson. Upon the arrival of his partners from Manitoba the unearned part of the fee had been equally divided with them.

Referring to some testimony given by Fawcett, Mr. Wade declared himself not to have been here as a legal adviser and that gentleman was not bound to take his advice in anything. Mr. Wade also pointed out that his action in leasing the water front was approved of by Major Walsh upon his arrival, and since that by the department of the interior.

McGregor was sworn and testified that he never had anything to do with the water front either directly or indirectly and told of buying the lot opposite the Pioneer drug store where stood the Parsons Produce store for \$2000 and

man's bribe of a quarter of her claim to Captain Norwood was brought up. The woman herself was in bed sick at the home of a friend, and the commissioner and interested parties repaired there to take her testimony. The public was not invited to be present, but from the shorthand notes it is learned that though she did give a fourth interest to Miss Mulroney she had no knowledge that Captain Norwood ever knew of it, or that the gift profited herself except in having Miss Mulroney as a partner.

T. H. Crowley was a partner in the same claim. Knew nothing of the case excepting what Miss Cashman told him. Simply understood that he was to let an interest go with the will claim, that something could be done with its boundaries, and that he was not to be too particular what became of it. He simply consented; never spoke to Norwood, or had any dealings with him.

T. G. Cunningham turned over an interest the same as Crowley, but never spoke to Norwood about it nor knew that he got it. Miss Mulroney was sworn, and testified that before her hotel was completed she ate at Nellie Cashman's restaurant. Nellie was always talking mines and wanted her for a partner, but she never got interested. Finally Nellie asked her to go in with her and buy this stookum hill claim. She explained that owing to the building of the hotel she was not prepared to buy, and paid no attention until she was told that the claim had been bought for a few dollars and there was a dispute on the boundary. Afterwards Nellie asked her if she could help her out on the boundary if she had an interest, and wanted her to make out the bill of sale. She started in to do so at one time, but after writing a few lines dropped the matter. At some other time Nellie came to her with a deed to a quarter interest, which she threw in the safe and never even recorded. By and by the donor came to her and wanted her influence in securing a concession on the boundary. Witness never spoke to Norwood or anyone else



EVEN THEY MUST PAY THE TAX.

where and how he got the dust. Before going away he sold the lot back and was paid for it. Lewin told under oath of lending McGregor \$900 to make up the \$2000 to buy the lot. The accusation of Sir Charles Hibbard Tupper that the officials had blackmailed the gamblers and saloon keepers was then gone into.

D. W. Davis told of Major Walsh and his advisers considering some way to relieve the hospital which was in a bad way. The major had detailed himself and Mr. Wade to take up a subscription. The gamblers and saloon men were escoping taxes and they went to them and collected \$4000 which was duly turned over to Father Judge.

Mr. Wade also took the stand and told of the same thing. Concerning the Klondike bridge, Mr. Wade produced the permit, signed individually and alone by Fawcett, he himself having no powers to give anything of the kind.

Howard, one of the bridge men, testified that the permit had been drawn up by a man named Day before Wade's arrival. Wade had no interest in the bridge either directly or indirectly nor had he received any of the returns. Wade thought the permit would have to come from the Northwest government at Regina and he went to him as attorney to advance the papers. As his attorney he had paid him \$50 at one time and two ounces at another. That was all the money that ever passed between them.

Robert, interested in the bridge with Howard, gave the same testimony.

Mr. Wade then asked that the Monte Christo island affair be looked into. Hardman was sworn and produced the records, which showed that Messrs Wade and McGregor had staked one claim apiece out of a total of 23, most of them being staked afterwards. The property was being staked valueless, and only one claim had been renewed.

Ed. McConnell testified concerning the upper bridge, that Mr. Wade had nothing at all to do with it in any way.

Adjourned for lunch.

In the afternoon the matter of Nellie Cash-

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WAS ARNOLD BREHMER MURDERED?

William Bennett Is Charged With Encompassing His Death.

But a Coroner's Jury Finds That the Man Came to His End As a Result of Natural Causes—Juneau Joe Passes Away.

Arnold Brehmer, an employe at the Dawson brewery, died at two o'clock Wednesday afternoon under circumstances so unnatural as to call for an inquest. At seven o'clock the night previous Dr. Rimer was called to the man's room and found him unconscious. He diagnosed the case as one of cerebral hemorrhage, but in order to confirm the same he held a post-mortem on the remains at the undertaker's, which resulted in the discovery, as suspected, of a clot of blood lying over the upper and anterior part of the cerebrum, or under the left side of the frontal bone, which was the cause of death. The man never regained consciousness.

Further information was to the effect that the man had come to his death from a blow on the head with a bottle in the hands of William Bennett, a fellow workman, during a quarrel, and upon this Coroner Harper called a jury to hold an inquest.

The evidence proved that the man had quarreled on Tuesday, but no testimony was offered to show that a blow had been struck. Dr. Rimer said that a slight wound appeared on the skull over the spot where the blood clot lay. Bennett's attorney brought out the fact that Brehmer had suffered from scurvy, which debilitates the blood vessels, and tried to make it appear that the blood clot was due to a rupture of a blood vessel brought on by excitement.

The jury finally returned a verdict to the effect that deceased came to his death from natural causes.

Bennett was placed under arrest on a charge of murder, and was held for appearance before Magistrate Harper at ten o'clock this (Saturday) morning.

Deceased was about forty-nine years of age, had lived at Seattle, where he leaves a wife and four children, and was an iron moulder at the Moran Bros. establishment. He was a German and a member of the Sons of Herman. The funeral will take place on Sunday afternoon from the undertaker's.

JOE JUNEAU DEAD.

Joe Juneau, one of the best known pioneers of the Alaskan gold fields, died on Saturday at the Good Samaritan hospital, three hours after having been taken there from the creek. He suffered from pneumonia, and had been unconscious for several hours before his death. The burial took place Tuesday, Rev. Father Jandreau officiating, and burial was in the Catholic cemetery.

Juneau was a French Canadian, about sixty-five years of age. He left home early in life and resided for a time in the United States. He was of a very adventurous nature, and twenty years ago saw him make his way to the wilds of Alaska, where, with a partner named Harris, he sought for and located several quartz ledges. Other prospectors following, the town of Juneau was established under the name of Harrisburg, which was later changed to its present name. In 1895 Juneau came into the Yukon country, a legend being to the effect that he was brought there by another gold hunter on account of his well known luck.

Juneau made several fortunes in his time, but he was improvident in disposition and careless in his habits, and at the time of his death his financial circumstances were greatly reduced.

AS THE ICE WENT OUT.

Just as the ice went out of the river on Wednesday the spirit of Chester Hughes passed over from his clay receptacle and passed over the river of death. The deceased was twenty years of age, and was the beloved son of Mr. and Mrs. William Hughes, at whose cabin he died from the effects of consumption. The remains were embalmed and will be sent to Seattle for interment.

E. A. Simpson died at the Good Samaritan hospital on Thursday from the effects of scurvy. He was a native of New Brunswick, fifty-six years of age. The funeral took place on Friday, Augustus Nord died at St. Mary's hospital on Saturday from the effects of uremia, aged thirty years. The funeral took place Wednesday, Rev. Grant officiating.

The funeral of D. H. Guerne took place on Tuesday, the friends having decided not to take the body to the outside, as was first proposed.

Nearly to Wall Paper.

Our readers will observe that with this issue the Nugget resumes the use of white paper. Notwithstanding the large consignment brought down on the last boat last fall, and the paper brought in at great expense over the ice, the demands of our circulation brought us to a serious realization of the meaning of an Arctic winter. It was just at this opportune moment that the energetic, never-daunted Captain Hansen came forward with an offer of every pound of wrapping and wall paper in the warehouse if it was necessary to us. We accepted one pound of the manila paper then at Forty-Nine and brought it here and used it. Then we found other holders of wrapping paper and bought everything in sight. When we had nearly begun contemplating printing on white cloth or wall paper, a stock of a ton and a half of white paper was placed upon the market at which we were fortunately able to secure the entire stock.

Thus it happens that after six months upon wrapping paper of varying size, thickness and color, we are pleased to be able to offer our friends something better. The new stock includes a varied assortment of embossed premiums and visiting card stock, letter heads, bill heads, cap paper of all kinds and a good assortment of everything in our line.

"Fly on the Flyers with me."

Open day and night—The Regina.

about it, and produced the unrecorded deed from her safe to show that only half the writing was her own. Sometimes to get rid of Nellie she would take down the telephone and talk into it without ringing up the other end.

Captain Norwood was sworn and testified that when he came back from the outside in that short time ago was the first he knew of that knowledge of his having been made. It was true that with many others having boundary disputes that Nellie Cashman had come to him to try and get stakes moved. He had refused, and she had passed it over to him, but he had never received one dollar for his official work outside of his salary. Some twelve days ago was the first he had seen of that transfer of a fourth to Miss Mulroney. Had never made arrangements for it and never wanted it.

The royal commissioner hereupon expressed a regret at it having been necessary to waste a whole day upon such flimsy charges, and stated that in his estimation and without hesitation that the gentlemen had acquitted themselves in a most complete and satisfactory manner, congratulating them highly in having made such a showing.

"Nuggets" Wanted.

This office wants a number of back copies of the Nugget with which to complete files, and will pay liberally for the following: Nos. 39, 47 and 56 of Vol. I, and Nos. 5, 17, 18 and 19 of Vol. II.

Another Boy Baby.

Babies are not born every day in the Klondike, and especially boy babies. So, when Mr. and Mrs. James Harrison became the parents of a bouncing handsome fellow of twelve pounds avirdupois on Wednesday last, they stepped into immediate and enviable distinction. The happy young mother and her little one are doing nicely, and Jim is receiving the congratulations of friends with a bland, self-contented smile. The Nugget staff tender their felicitations.

Dinners 75c Rainer House.