

INFORMATION.

To obtain a receipt showing delivery, indorse the *article*, across its face, "Receipt desired." A check mark (/) or (✓) in the space after the words "Receipt desired," the letter "A" in the space after the words "Delivery restricted to addressee in person," or the letter "O" after the words "Delivery restricted to addressee or order," indicates that a return receipt is desired, or that delivery is restricted as stated. The absence of a check mark or of the letters "A" and "O" indicates that no return receipt is desired and that delivery is not restricted.

Parcel No. 3345

P. O.,

Received for registration

1/13, 1916, from

Postmaster, Room 1061

addressed to

Miss M. H. Brown

Receipt desired

Delivery restricted

(See printed information on this receipt.)

To addressee in person

To addressee or order

class postage prepaid.

Postmaster, per

[Signature]

opinion that they were incorrectly drawn, inasmuch as they referred to the engine contract whereas they should refer to the contract between the Road Commissioner and the party in whose favor each respective voucher was drawn; such contracts and their satisfactory execution being covered by the certificate of your Assistant Commissioners. However, from the data contained in your erroneous vouchers, Mr. Cobb has prepared new ones, which, when the necessary detail has been added, when they have been signed by the parties in whose favor they are drawn, and certified to by you as Road Commissioner, will be in proper order for the Governor's approval for payment.

Mr. H. H. Bass re-written vouchers together with special letter from Mr. Cobb containing detailed instructions in connection with each voucher are herewith returned to you by first class registered mail so that as little time as possible may be lost in their transmissal. If you will pay strict attention and carefully follow out these detailed instructions, the vouchers when returned to us will be passed for payment; otherwise they must again be rejected. Your original, erroneous vouchers are also being returned as we have no use for them. The contract for the Road Engine, the appointment and acceptance of your Assistant Commissioners, and the certificate of such assistants in support of the vouchers will be retained here pending the return of these newly prepared vouchers.

Such inspection showing the vouchers to be completely lacking in detail by which they could be audited, also that nearly all of them were drawn with reference to a contract between yourself as Road Commissioner and Parker & Pinkerton, for the use of a road scraper engine, which contract, however, covered only the use of the engine and expressly exempted the owners of the engine from other liability, I was forced to advise the Governor against their approval as submitted, and that I was referring them and the manner in which they were drawn to Mr. J. H. Cobb, Chief Counsel, for his advice in the matter.

Upon referring the vouchers to Mr. Cobb, I found it to be his opinion that they were incorrectly drawn, inasmuch as they referred to the engine contract whereas they should refer to the contract between the Road Commissioner and the party in whose favor each respective voucher was drawn; such contracts and their satisfactory execution being covered by the certificate of your Assistant Commissioners. However, from the data contained in your erroneous vouchers, Mr. Cobb has prepared new ones, which, when the necessary detail has been added, when they have been signed by the parties in whose favor they are drawn and certified to by you as Road Commissioner, will be in proper order for the Governor's approval for payment.

These re-written vouchers together with special letter from Mr. Cobb containing detailed instructions in connection with each voucher are herewith returned to you by first class registered mail so that as little time as possible may be lost in their transmissal. If you will pay strict attention and carefully follow out these detailed instructions, the vouchers when returned to us will be passed for payment; otherwise they must again be rejected. Your original, erroneous vouchers are also being returned as we have no use for them. The contract for the Road Engine, the appointment and acceptance of your Assistant Commissioners, and the certificate of such assistants in support of the vouchers will be retained here pending the return of these newly prepared vouchers.

HN Road Comm

2. H. H. R. Road Com. 1/13/16.

In explanation of our position on these vouchers I wish to say that it is not the desire of Territorial Officials to be unnecessarily strict in these matters, but you must understand that as public officials our actions are subject to investigation and criticism at any time. As Territorial Treasurer I am under bond in the sum of \$100,000.00 for the faithful care and correct disbursement of Territorial funds. If disbursements are made upon insufficient evidence of indebtedness, my bond is subject to attack.

I notice in Mr. Roth's letter to the Governor in connection with your vouchers, he states that you have been informed by a member of the Legislature, who aided in framing the road law, that your mere certificate of moneys due should be sufficient on this road work, but this we cannot admit. All vouchers for expenditures on which warrants are issued have to contain complete detail. If services are being paid for, the dates, time, and rate per day, week or month must be shown. If supplies are being paid for, the voucher must show quantities and prices in detail. This is true from the Governor's office down, and we can make no exception of the Road Commissioner's department. The Mining Inspector is not permitted to certify to a monthly expense account in a lump sum, but must itemize his account and submit receipts for his expenditures which are used as sub-vouchers.

When finally settled your vouchers will not be in the shape we would like to have them. The Road Law provides that "all road work shall be done by contract." To the vouchers in settlement of these contracts a copy of the contract should be attached with the Assistant Commissioner's certificate as to its letting, completion and acceptance in accordance with the law. Vouchers for other expenses than road work should contain complete detail and should, preferably, have on them the approval of the assistant commissioners. I note that your letter to the Governor states that the reason you did not have your assistants sign the vouchers sent in, was, that there was no place arranged for their signatures? In this connection I might say that there is no place arranged for the Governor's approval, nevertheless he finds a place to put it. The form is a regular one for all departments, and with a little ingenuity can be adapted for your use. If all this seems a little complicated, we would have no objection at all to a moderate expenditure for clerical help. It would be much better, as far as possible, to have your vouchers made up on the typewriter.

Awaiting return of these vouchers, and trusting that you will have this matter better systematized next season, I remain,

Very truly yours,

Territorial Treasurer.

Carbon copy to

Governor Strong.

4th Road Div.

February 29, 1916.

First National Bank,
Fairbanks, Alaska.

Gentlemen:

In this mail there is going forward to Mr. Roy E. Maddocks, of Fairbanks, a Forest Reserve Fund warrant on the Territorial Treasury in amount of \$1,140.00. In succeeding mails as Mr. Ross, the road commissioner, sends in corrected vouchers for work done in his district other warrants on this fund will follow. I write you at this time to advise that these warrants are drawn against funds which are actually in the Treasury, they will be taken up promptly upon presentation, and that they may be safely handled as cash items.

Very truly yours,

Territorial Treasurer.

42 Revised

February 29, 1916.

American Bank of Alaska,
Fairbanks, Alaska.

Gentlemen:

In this mail there is going forward to Mr. Roy E. Maddocks, of Fairbanks, a Forest Reserve Fund warrant on the Territorial Treasury in amount of \$1,140.00. In succeeding mails as Mr. Ross, the road commissioner, sends in corrected vouchers for work done in his district other warrants on this fund will follow. I write you at this time to advise that these warrants are drawn against funds which are actually in the Treasury, they will be taken up promptly upon presentation and may be safely handled as cash items.

Very truly yours,

Territorial Treasurer.

TERRITORY OF ALASKA

OFFICE OF THE
CHIEF COUNSEL

JUNEAU : ALASKA

January 10th 1916.

Hon. W. G. Smith,
Treasurer of Alaska,
Juneau,
Alaska.

Dear Sir,

I have the honor to acknowledge receipt of the following documents, namely: Letter of Mr. H. H. Ross, Road Commissioner for the Fourth Division, to Governor Strong, dated December 7th 1915; also 36 vouchers for road work in the Fourth Division, including a voucher of Mr. Ross for his commission. Attached to these vouchers is a certificate from the Assistant Road Commissioners showing that the work, for payment of which the vouchers are drawn, was done under contract actually with the Road Commissioner for the purpose of work upon the roads in the Fourth Road District, Alaska, and in the letting of these contracts Mr. Ross was assisted by the Assistant Road Commissioners, duly appointed. Said certificate further shows that the bids were advertised for the doing of said work and the whole thereof; that said work and the whole thereof was open for competitive bidding. Accompanying the vouchers are duly executed appointments of the Assistant Road Commissioners.

You request advice from this office as to whether the vouchers with the accompanying certificates can be legally paid.

An examination of the vouchers shows that none

TERRITORY OF ALASKA

OFFICE OF THE
CHIEF COUNSEL
JUNEAU ALASKA

W.G.S.- 3.

of them are drawn in accordance with the law, so as to show on their faces legal claim against the Territory, yet under the facts stated in the certificate, the claims represented by them appear to be valid claims that ought to be paid. I have accordingly prepared a duplicate set of these vouchers, which I am transmitting to you herewith for you to forward to Mr. Ross at Fairbanks for the signatures, respectively, of the persons in whose favor they are drawn, and to be countersigned by him. When these vouchers are signed by the parties to whom due, certified as correct by Mr. Ross, the Road Commissioner, and countersigned by the Governor, they may be legally paid.

Please transmit to Mr. Ross the enclosed vouchers in blank, and also return to him the former vouchers, and instruct him to approve the vouchers or certify to their correctness, have them signed by the parties respectively to whom the money is due, attach to the whole of them the certificates of the Road Commissioners (herewith returned to you) and also the certificates of the appointment of the Assistant Road Commissioners, and instruct him to return the whole to the Governor.

I notice in the certificates of the Assistant Road Commissioners that there are still some vouchers outstanding. These should be prepared in accordance with the others, and the whole sent in if practicable.

Regarding Mr. Ross' compensation, the voucher for which ~~it~~ was sent in, I have to advise you that this

TERRITORY OF ALASKA

OFFICE OF THE
CHIEF COUNSEL

JUNEAU : ALASKA

W.C.S.- 5.

cannot be paid until proper vouchers for the full amount upon which he claims his 5% commission have been furnished. When this is done a warrant should be issued to Mr. Ross for the 5% commission claimed.

I think this makes everything clear.

Very truly yours,


Chief Counsel.

JHC-E

Enc.

C-O-P-Y

Fairbanks, Alaska, June 1, 1915.

Mr. James E. Barrack,
Fairbanks, Alaska.

Dear Sir;-

I hereby appoint you an Assistant Road Commissioner for the Fairbanks Precinct in the Fourth Road District, Alaska.

Kindly acknowledge receipt of this letter and your acceptance of the position on the bottom of this letter and return to me.

Yours truly,

(Signed by) H. H. Ross
Road Commissioner.

I hereby receipt the above letter and accept the appointment of Assistant Road Commissioner for the Fairbanks Precinct Fourth Road District, Alaska.

(Signed by) J. E. Barrack

DATED June 1st, 1915.

C-O-P-y

Fairbanks, Alaska, June 1, 1915.

Mr. John Metzger,

Fox, Alaska.

Dear Sir;

I hereby appoint you an Assistant Road Commissioner for the Fairbanks Precinct in the Fourth Road District, Alaska.

Kindly acknowledge receipt of this letter and your acceptance of the position on the bottom of this letter and return to me.

Yours truly,

(Signed by) H. H. Ross
Road Commissioner.

I hereby receipt the above letter and accept the appointment of Assistant Road Commissioner for the Fairbanks Precinct Fourth Road District, Alaska.

(Signed by) John Metzger

DATED June 4, 1915.

C-O-P-Y

THIS AGREEMENT made and entered into by and between H. H. ROSS as Road Commissioner for the Fourth Road District, Territory of Alaska, party of the first part, and PARKIN & PINKERTON of Fairbanks, Alaska, parties of the second part.

WITNESSETH: that

WHEREAS the party of the first part has advertised for bids for grading, filling, etc., roads in the Fairbanks Precinct of the said Fourth Road District, and,

WHEREAS the parties of the second part have made an investigation of the work expected to be done by the party of the first part, and

WHEREAS, IT HAS BEEN MUTUALLY AGREED that the work of said grading could be done cheaper by means of power furnished by a caterpillar, and

WHEREAS the parties of the second part are the owners of the only caterpillar in the said Fourth Road District, and that the same is the only available caterpillar for the present season.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto that the parties of the second part will furnish to the party of the first part, their caterpillar for the season of Nineteen Hundred and Fifteen, for the sum of

And it being further understood and agreed that the parties of the second part refuse to become responsible in any manner for the payment of same or any part or portion thereof and the parties of the second part, for and in consideration of said sum of Five Hundred Dollars (\$500) so agreed to be paid, do hereby guarantee that the said caterpillar will do and perform the work of grading the said roads in a manner entirely satisfactory to the party of the first part as such Commissioner and to James E. Barrack and John Metzger, Assistant Commissioners.

DATED at Fairbanks, Alaska this 1st. day of June, 1915.

(Signed) H. H. Ross
Road Commissioner for the Fourth
Road District, Alaska.

(Signed) Parkin & Pinkerton

By- H. B. Parkin,
member of firm.

THE FOREGOING CONTRACT IS HEREBY APPROVED and we hereby respectfully state and set forth that no bids were offered for the construction of said work in connection with said caterpillar or any portion thereof ; and it appearing to us that the most economic method for performing said work, was with said caterpillar and as no bid had been made for the work in connection with said caterpillar, it became incumbent upon the road commissioner to supply the same in order to accept the contract of the Parkin & Pinkerton, which said contract was agreed to with our consent and approval.

(Signed) J. E. Barrack.

(Signed) John Metzger
Assistant Commissioners for the
Fairbanks Precinct 4th. Road District, Alaska.

C-O-P-Y

The foregoing vouchers, to-wit;

NAME	Voucher No.	Amount.
.....		
Ben Smith	3	\$ 58.00
Jack Eschelman	4	43.50 ✓ <i>3/10/16</i>
William H. Himes	5	331.00 ✓ "
William Henslee	6	329.00 ✓ "
Ed. Arkins	7	320.00 ✓ "
J. C. Sayers	8	720.00 ✓ "
Jack Desmond	9	20.00 ✓ "
J. P. Schoeser	10	68.50 ✓ "
Samson Hdwe. Co.	11	1145.17 ✓ "
Parkin & Pinkerton	12	500.00 ✓ "
Bessie Blaker, Mrs.	13	328.25 ✓ "
C. J. Peterson, Mrs.	14	106.75 ✓ <i>3/10/16</i>
Carl Douglass	15	93.50
Elbert Wood	16	281.00 ✓ <i>3/10/16</i>
C. W. Porter	17	96.50 ✓ <i>3/10/16</i>
Tanana Mill Co.	18	63.36 ✓ "
Roy E. Maddocks	19	1140.00 ✓ <i>3/10/16</i>
Henry Riddle	21	14.50 ✓ <i>3/10/16</i>
N. C. Company	22	280.25 ✓ "
T. V. R. R. Co.	23	34.45 ✓ "
Bill Knight	24	24.00 ✓ "
Andy Olson	25	224.00 ✓ "
R. T. Blakely	26	33.00 ✓ "
William Seyfer	28	247.50 ✓ <i>3/10/16</i>
Metzger Co., Inc.	29	15.50 ✓ <i>3/10/16</i>
Agan & Griffen	30	306.25 ✓ "

NAME	Voucher No.	Amount.	
J. E. Tyo	31	\$ 52.00 ✓	3/10/16
W. T. Henslee	32	44.00 ✓	"
Ed. Arkins	33	44.00 ✓	"
Independent Lumber Co.	34	160.00 ✓	"
J. C. McDonald	35	63.50 ✓	"
J. H. Groves	36 (not enclosed)	35.00 ✓	3/10/16
Nels Peterson	37 " "	30.00 ✓	"
N. Beatty	38 " "	31.00 ✓	"
W. T. Pinkerton	39 " "	11.00 ✓	"
B. S. Kennedy	40 " "	16.50 ✓	"
Ben Thompson	43 " "	35.50 ✓	"

represent contracts that were actually made with H. H. Ross, Road Commissioner for the Fourth Road District, Alaska, for the performance of work upon the roads in the Fairbanks Precinct, Fourth Road District, Alaska, in the letting of which contracts we assisted H. H. Ross, Road Commissioner and which said contracts were approved by us, and

WE HEREBY CERTIFY that the work and the whole thereof which was done upon said roads under and in pursuance of said contracts and under the direction of H. H. Ross, Road Commissioner, was inspected by us and each of us, individually, before the said work was accepted, and that the same and the whole thereof was found by us and each of us, to be wholly satisfactory, and the same was accepted upon our and each of our recommendation.

WE HEREBY FURTHER CERTIFY that bids were advertised for the doing of said work and the whole thereof, and that the said work and the whole thereof, was open for competitive bidding, and that the work was done under and in pursuance

of bids that were pursuant to such advertisement and were awarded to the lowest and best bidders.

WE HEREBY CERTIFY that the work that was done under and in pursuance of the contracts entered into by the Road Commissioner as aforesaid, was necessary work to be done to the best interests of the Territory of Alaska, and particularly the Fairbanks Precinct, of the Fourth Road District thereof and at the least possible cost to the Territory of Alaska, and that the same and the whole thereof was done economically.

Dated at Fairbanks, Alaska this 6th. day of December, 1915.

(Signed) J. E. Barrack.

(Signed) John Metzger.
Assistant Road Commissioners
Fairbanks Precinct, 4th. Road
District, Alaska.

Territory of Alaska
Office of the
Chief Counsel
Juneau, Alaska.

C-O-P-Y.

January 10, 1916.

Mr. H. H. Ross,
Fairbanks,
Alaska.

Dear Sir;-

I have before me your letter of December 7th. to Governor Strong, together with the vouchers and the accompanying papers for road work in your District. I have just written the Treasurer to whom the matter was referred by the Governor, a letter and transmitted to him vouchers made out in proper form, with the request that the whole be transmitted to you for re-execution.

I regret very much the delay in this matter, and which I am sorry was not obviated by your calling upon this office, as you had a right to do, for advice in the first instance as to the method of making out your vouchers, but you must realize that if vouchers which appear upon their face to be irregular are paid by the Treasurer, some legislature or some other officer in the future might make serious trouble for him upon his bond. It is the policy of this office, so long as it is occupied by the present incumbent, to do everything possible for a speedy, harmonious and legal administration of the laws, and I only ask a fair and full co-operation from all the Territorial officers in doing that, and trust that you will see the reasonableness, not to say the absolute nec-

TERRITORY OF ALASKA

OFFICE OF THE
CHIEF COUNSEL

JUNEAU : ALASKA

H.H.R. 2.

essity of my taking the course heretofore that I have.

When you have received these vouchers , I advise as follows:

- #350* 1st. Voucher to Ben Smith: In addition to what the already contains add the number of days work.
- 48.50 3/10/16* 2nd. Jack Eschliman: Same.
- 331.00 3/10/16* 3rd. Wm. H. Himes: Same.
- 3.79 3/10/16* 4th. Wm. T. Henslee: Same.
- 3.20 3/10/16* 5th. Ed. Perkins: Same.
- 7.20 3/10/16* 6th. J. C. Sayers: Same.
- 70. 3/10/16* 7th. Jack Desmond: Same.
- 68.50 3/10/16* 8th. J. F. Schoeson: Same: There may be supplies furnished and if so these should be given.
- 1745.17 3/10/16* 9th. Samson Hardware Co. A bill of the supplies furnished and statement of shopwork should be attached to this voucher.
- 500.00 3/10/16* 10th. Parker & Pinkerton: O. K.
- 378 25 3/10/16* 11th. Mrs. Bessie Blaker: Price and number of meals and beds should be stated.
- 106 75 3/10/16* 12th. Mrs. C. J. Peterson: Same.
- 13th. Carl Douglas: Same.
- 781.00 3/10/16* 14th. Elbert Wood: Same.
- 96.50 3/10/16* 15th. C. W. Porter: Details of work should be given.
- 6336 3/10/16* 16th. Tanana Mills: O. K.
- pd 2/20/16* 17th. Roy E. Maddocks: Number of days work and price per day should be stated.
- 14.50 3/10/16* 18th. Henry Riddell: O. K.
- 760 25 3/10* 19th. Northern Commercial Co. O. K.

TERRITORY OF ALASKA

OFFICE OF THE
CHIEF COUNSEL

JUNEAU : ALASKA

H?H.R.-3.

34.45	2/10/16	20th.	Tanana Valley Ry. Co: Frieght bills should be attached to this voucher.
24.00	3/10/16	21st.	Bill Knight: O. K. if ### contract was for work done. Otherwise number of days should be given.
224.00	2/10/16	22nd.	Andy Olson: O. K.
33.00	2/10/16	23rd.	R. T. Blakeley: O. K.
247.50	2/10/16	24th.	Wm. Seyfer: O. K.
15.50	2/10/16		Metzger Co. Inc. Bill should be attached to this voucher
306.25	3/10/16	26th.	Eagan and Griffin: Bill of material on first item should be attached. On third item, number of days work of team should be stated.
52.00	3/10/16	27th.	J. E. Tyo: O. K.
44.00	3/10/16	28th.	W. T. Hensley; O.K.
44.00	2/10/16	29th.	ED. Arkins: O.K.
160.00	2/10/16	30th.	Independent Lumber Co. O.K.
		32nd.	H. H? Ross: O.K.
63.50		32nd.	J. C. McDonald: O.K.

Regarding your voucher No.32, above, I have had to advise that it could not be paid until proper vouchers covering the full sum of \$6994.48, has been furnished.

Please observe these directions in completing the vouchers, and any further delay in payments will be avoided.

In conclusion I wish to assure you that the Governor, the Treasurer, and this office, are all anxious to avoid all delays, and to have the bills of the Territory

TERRITORY OF ALASKA

OFFICE OF THE
CHIEF COUNSEL

JUNEAU : ALASKA

H. H. R. -4.

promptly paid. But of course the law must be complied with
in paying the moneys of the Treasury.

Trusting that there will be no further trouble
or delay in this matter, I am,

Very Truly Yours,

Chief Counsel.

April 13, 1916.

Mr. H. H. Ross,
Territorial Road Commissioner,
Fairbanks, Alaska.

Dear Sir:

I write to you at this time regarding amounts which will be available to you for expenditure in the Fourth Road District during the coming season. Receipts of the Forest Reserve Fund, since former distribution of April 30th, 1915, have been as follows:

Aug. 31,15.	Transfer from Deposit Interest Fund, account quarter ended June 30, -----	301.62
Oct. 30,15.	Transfer from Deposit Interest Fund account quarter ended Sep. 30, -----	302.00
Nov. 6,15.	From Treasury Department of the U. S. 25% of receipts from National Forests in Alaska fiscal year ended Jun. 30	11,165.75
Jan. 31,16.	Transfer from Deposit Interest Fund, account quarter ended Dec. 30, 1915.	<u>290.22</u>
	Total, -----	\$12,059.59

According to the provisions of Chapter 27, Laws of 1915, seventy-five per cent of the above noted total receipts shall be made available for the building, repairing and maintaining of roads, trails and bridges in the Territory, one-fourth of which amount shall be apportioned to each of the four road districts of the Territory. Please be advised that in accordance with provisions of the above mentioned law, the sum of \$2,261.18 has been apportioned to each road district on the appropriation ledger of this office. This amount of \$2,261.18 -plus what was unexpended of your available funds for last year- will be available to you for expenditure during the coming season.

According to our list of the re-written vouchers, returned to you by Mr. Cobb, there are still two outstanding as well as your own for 5% of expenditures. As soon as these outstanding vouchers are received and paid, your own will be checked up and paid, and we will be able to advise you as to the total amount available to you as shown by the books of this office.

I take this opportunity to caution you, Mr. Ross, as to your expenditures during the coming season. Section 5 of the Act provides, that all road work shall be done by contract to the lowest and best bidder after the same has been duly advertised, and we will have to insist that your vouchers for road work show that provisions of this section have been complied with. In preparing these contracts triplicate copies can easily be made-one for your office, one for the con-

#2. H. H. R., Road Com. 4/13/16.

tractor and one for attaching to the voucher which comes to this office for payment. This contract bearing your certificate that it had been let to the lowest and best bidder after being duly advertised, also carrying the signatures of approval and acceptance of your assistant commissioners, would fully support the voucher. These requirements were all complied with by the Road Commissioners last year with the exception of your-self.

Items of incidental or miscellaneous expense, not covered by the words "Road work", are, of course, not required to be purchased by contract, but vouchers covering this sort of expense should state fully what they are for, and separate detailed items and cost per each must always be given. As I have before advised you, moderate amount of expense for clerical help in connection with your office will not be objected to. I believe that Mr. Cobb, chief legal counsel for the Territory has advised you that you are at liberty to consult him at all times. Possibly he is too far away from you to be of much avail, in which case reasonable attorneys fees for preparation of contracts, &c., would not be objected to.

With due regard for provision of law regarding the expenditure of money in these road districts, and ordinary care in drawing the vouchers that are forwarded to this office, these settlements can go through with no trouble at all. We cannot, however, allow them to go through next season as we did the last. I will write you again when your vouchers for last season are all paid up, and I have the exact amount available to you for the coming season. Voucher blanks will be sent to you as soon as the river navigation opens.

Very truly yours,

Territorial Treasurer.

March 11, 1916.

Mr. Guy B. Erwin,
Attorney-at-Law,
Fairbanks, Alaska.

Dear Sir:

From the office of the Governor I am in receipt of the vouchers for road work enclosed in your letter to him of Feb.23.

Please be advised that those vouchers, with the exception of that to Mr. Ross, Commissioner, have been passed for payment and warrants in settlement are going forward in this mail to the respective claimants.

The voucher to Mr. Ross for his commission on disbursements is being held up pending arrival of all the vouchers covered by the amount claimed as disbursed. Please also take notice and report to Mr. Ross that voucher to Jack Eschliman has been reduced from \$43.50 to \$43.00 the latter amount being the correct total for eight and three-fifths days at \$5.00 per day.

When all vouchers are in for the past seasons work Mr. Ross' voucher will be checked up and corrected and passed for payment.

Very truly yours,

Territorial Treasurer.

CC-For office of
The Governor.

GUY B. ERWIN
ATTORNEY-AT-LAW
FAIRBANKS, - ALASKA

April 12th, 1916.

Y. B. W.

FILE NO.	Road
APR 24 1916	
ANSW'D	4/26/16

W. G. Smith, Esq.,
Territorial Treasurer,
Juneau, Alaska.

SIR:

I am forwarding by this mail to Governor Strong to be countersigned by him four vouchers for work and supplies furnished to the Road Commissioner 4th Road District, Alaska, which will complete and clear up all the accounts for the season of 1915. Will you kindly correct Mr. Ross's personal voucher No. 44 so as to take into consideration the \$75.00 represented by voucher No. 45 to the writer, and forward a check to him without further delay,

I would also ask you to inform either Mr. Ross or myself what further funds have been placed to the credit of the Road Commissioner for 4th District.

Thanking you for your promptness in this matter,

Yours truly,

G. B. Erwin

April 26, 1916.

Mr. Guy B. Erwin,
Attorney-at-Law,
Fairbanks, Alaska.

Dear Sir:

I write to acknowledge receipt of your letter of Apr. 12th and to advise that the four vouchers mentioned therein were passed for payment and warrants issued yesterday in settlement; to advise also that Mr. Ross' personal voucher has been corrected to agree with his total expenditures to date, a statement of which is herewith enclosed. Original of this statement has been attached to the voucher which will be passed for payment today.

Under date of April 13th, I advised Mr. Ross of receipts of the Forestry Fund since distribution of April 30, 1915, and as to amount of \$2,261.18 having been set aside to each road district from such fund for road work during the season of 1916. Also at that time I informed Mr. Ross, that as soon as his expenditures for the year of 1915 were all in, I would advise him of amount of unexpended balance from old appropriation, and total amount available to him for expenditure during the coming season. This I now do through you, and as follows:

April 30, 1915, Appropriation from Forest Reserve Fund,	\$11,310.80	
Total expenditures during season of 1915,	\$8,252.23	
Commissioners compensation, 5% of exp.	412.60	<u>8,664.83</u>
Unexpended balance of appropriation,		2,645.97
April 1, 1916, Appropriation from Forest Reserve Fund,		<u>2,261.18</u>
Total amount available for expenditure during 1916, ..		\$4,907.15

In my letter to Mr. Ross, mentioned above, I cautioned him about complying, in the future, with Sec. 5 of the law which requires that all road work performed shall be by contract, which such contracts shall be let to the lowest and best bidder after the same has been duly advertised. Mr. Ross wrote Governor Strong last year that owing to doubts as to solvency of the Territory he was unable to let work by contract. Such doubt is absurd as the Forest Reserve Fund of the Territory is received direct from the United States Treasury, and under the law can be used for no other purpose but for schools and roads. Even though other funds of the Territory might be exhausted, this office would be obliged to hold sufficient cash on hand to meet all obligations of the Forest Reserve Fund. So long as each road commissioner does not exceed his appropriation and submits his vouchers in proper form, his expenditures must be met if made in accordance with the law.

#2. G. B. E. 4/26/16.

When vouchers are made up in settlement of contract work they should be worded with reference to the contract a copy of which should accompany and be attached to the voucher. A certification should accompany the contract that it was let according to law; that is, that it was let to the lowest and best bidder after due advertisement, and approval and acceptance by the assistant commissioners. Vouchers for other matters than road work should contain complete detail showing purpose of expenditure, itemized cost, &c. These conditions were complied with by all the other Road Commissioners last season. Owing to Mr. Ross' unfortunate misunderstanding of the law we have strained a number of points and allowed his past seasons vouchers to go through in an irregular manner to some extent, but we cannot repeat this for the coming season.

Please caution Mr. Ross in regard to these matters, also kindly acknowledge this letter that we may know he is fully apprised of the amount of funds at his disposal during the coming year.

Very truly yours,

Territorial Treasurer.

The Commissioner of the Third District, last season, allotted certain sums to certain work. He then posted notices of the work, the amount available for it and his willingness to accept bids for a certain number of men, each to be provided with suitable tool, at _____ price per day, man with team, wagon, plow and scraper at _____ price per day, contractor to act as foreman on the work at _____ price per day; total of the contract not to exceed the amount allotted. The price per day was specified to include board of men and team and to cover tools and other equipment, thus relieving the Road Commissioner from responsibility in these matters. Right was reserved in the contract to dismiss any man from the work who was unsatisfactory to the Commissioner or his assistants. If Mr. Ross is unable to let his contracts in lump sums, I would suggest some such form as that used by Mr. Wood of the Third District.

June 3, 1916.-

Mr. H. H. Ross,
Territorial Road Commissioner,
Fairbanks, Alaska.

Dear Sir:-

Under separate cover I am this day mailing to you an additional supply of blank voucher forms for your use in connection with rendering accounts for road work performed in the Fourth Judicial Division of Alaska, as heretofore.

Kindly advise this office upon receipt of said forms.

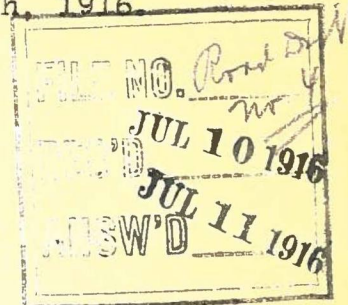
Very truly yours,

Territorial Treasurer.

GUY B. ERWIN
ATTORNEY-AT-LAW
FAIRBANKS, - ALASKA

June 19th, 1916.

W. G. Smith, Esq.,
Territorial Treasurer,
Juneau, Alaska.



Sir:

I am to-day forwarding to Governor Strong for his approval voucher No. 51, J. J. Clausen, \$183.50, for building a bridge over Goldstream creek on Fairbanks-Fox road, for the Road Commissioner, 4th District. I trust you will find this in proper shape. Original contract is attached to voucher, and ~~xxxx~~ notices were posted calling for bids.

While rather late, I wish to acknowledge receipt of your letter of April 26th, giving total amount available for expenditure.

I will try to keep Mr. Ross straight in his transactions this year. I must say, however, that it hampers him a great deal, for the nature of the work this year is nearly all repairs. There will be a little hole to fix here, and another there; a culvert to be cleaned out and repaired, and such small remains. When a big rain comes on, or when the snow is going off, if Mr. Ross had the right to hire a man immediately when a break occurred, such as turning the water on a hill, or something of that nature, a lot of cost could be saved, but when he has to advertise ^{for} a bid and enter into a contract to do some work of that sort, by the time he has got around to it the wash-out has assumed large proportions, when possible a few minutes work would have stopped it.

Yours truly,