

NAME  
OF NO.

- First Road District -

- 1915-1917 Appropriations -

*Road Com*  
*1st Div*

Department of Justice  
United States District Court  
First Division, District of Alaska  
Clerk's Office  
Juneau

Juneau, Alaska, June 10, 1915.

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

Dear Sir:-

I am in receipt of bond of E. C. Austin, Road Commissioner for the First Division of Alaska, in the sum of \$2000.00. The same has this day been approved by Hon. Robert W. Jennings, Judge, and is on file in this office.

Very respectfully,

*J. W. Bell*  
Clerk.

~~Handwritten signature~~



*Rose Com.*  
*1st Dir.*

**TERRITORY OF ALASKA**

**GOVERNOR'S OFFICE**

**JUNEAU**

June 15, 1915.

124

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

Dear Sir:

The receipt is acknowledged of your letter of June 12 in which you state that you are advised by Mr. J. W. Bell, Clerk of the Court of the First Judicial Division, that he is in receipt of the bond of Mr. E. C. Austin, Road Commissioner for the First Judicial Division, in the sum of \$2,000, and that the bond has been approved by the judge of the District Court and placed on file in the office of the Clerk of the Court. You also ask if the bond in this amount, and its disposition, meet with my approval as Governor.

In reply I have to advise you that, as you know, the law creating the office of Road Commissioner is more remarkable for its vagueness than anything else, and the amount of the bond that is required is not even intimated. I assume, however, that the amount, \$2,000, of Mr. Austin's bond will be amply sufficient.

I am,

Very truly yours,

*J. A. Aronoff*  
Governor.

June 12, 1915.

Honorable J. F. A. Strong,  
Governor of Alaska,  
Juneau.

Dear Sir:

Under date of June 10th, I am advised by Jay W. Bell, Clerk of the Court of the First Judicial Division, that he is in receipt of bond of E. C. Austin, Road Commissioner of the First Division, in amount of \$2,000.00, and that the bond has been approved by the Judge of the District Court and placed on file in the Clerk of the Court's office.

I beg leave to inquire if bond in such amount and such disposition meets with your approval, in-as-much as the Act creating Road Districts in Alaska provides that a bond shall be furnished by the Road Commissioners but specifies no amount, and makes no provision for the custody of such bond.

Very respectfully,

Territorial Treasurer.



*Road Comm*  
*10/9/15*

Ketchikan, Alaska,

June 8th, '15.

Hon. W.G.Smith,  
Territorial Treasurer,  
JUNEAU, ALASKA.

Dear Sir:-

In communication with Governor Strong he has indicated that the Treasurer would furnish this Office with the necessary vouchers to be signed by parties to whom money is due and witnessed by the Road Commissioner.

My understanding of the Law is that the Road Commissioner draws no checks or warrants upon the Territorial Treasurer but simply signs the vouchers of the party or parties to whom bids are let or wages are due, which shall be countersigned by the Governor. If there are any other checks or system of accounts that you wish to have forwarded to your office from the Road Commissioner, please advise me regarding it.

Very truly yours,

*E C Austin*

Road Commissioner Div. No. I.

R

June 11, 1915.

Mr. E. C. Austin,  
Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

I am in receipt of your letter of the 8th instant relative to voucher forms which Governor Strong advised would be furnished from this office.

Under separate cover are being sent to you today a supply of such vouchers, and more will be sent to you from time to time upon request. The methods of using such vouchers will doubtless be clear to you, but I am enclosing a sample partly filled in, for your better guidance. They are arranged for original and duplicate, the original to be sent in to the Governor's office for his approval, the duplicate to be retained in your own office. From the Governor's office they will come to this office and the office of the Secretary, from where a warrant on the Treasury will be sent to the party certifying to having performed the work.

Your understanding of the law seems to be similar to ours, excepting as to wages due. The law provides that every thing shall be done by contract, though I should think in small jobs of repair work or things of that sort, this would be hard to do. I do not know if you have been advised as to the possible amount at your disposal under the percentage appropriation of the Act creating these Road Districts in the Territory. According to the amount which was in the Forest Reserve Fund at time of effectiveness of the Act the amount which would be apportioned to each Road District would be \$11,310.80. However, I have not yet received my copies of the Acts of the Legislature, so have made no entries and the above figures are given you subject to correction later on. I would advise you too that there are rumors of litigation over this distribution of the Forest Reserve monies and threats of enjoining this office from paying out money under these Acts. Whether it will effect the Act in-so-far as this division is concerned I am not advised, but I believe you had better be careful in entering into contracts at this time. This advice to you, of course, secondary to any which you may have had from the Governor.

If you are in need of any additional information or other matter we will be glad to supply it upon request.

Yours very truly



June 23, 1915.

Mr. E. C. Austin,  
Territorial Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

In letter to you of a few days ago relative to use of voucher forms in settlement of accounts from your office, you were advised that the duplicate voucher forms were to be retained in your office while the originals were to be sent to the office of the Governor.

I am now advised by Mr. Shorthill, Secretary to the Governor, that it will be necessary for them to have the duplicate for record of their office while the original goes in to the office of the Secretary. In view of this new development, we will have to change our former instructions to you, and advise that both original and duplicate fully filled up and certified will have to be sent to the office of the Governor for his approval. Your books will have to suffice for your record, or you can make up a triplicate containing sufficient detail on third sheet.

Yours very truly,

Territorial Treasurer.

July 2, 1915.

Mr. E. C. Austin,  
Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

Yesterday I was served with complaint in suit which has been brought to have declared void, Act of the Territorial Legislature creating road districts in the Territory of Alaska and appropriating moneys in the Forest Reserve Fund for the building, repairing and maintaining of trails, roads and bridges throughout the Territory.

Upon consultation with Mr. J. H. Cobb, who has been designated by the Governor as legal counsel for the Territory, I am advised, governing the conduct of this office in the matter, as follows:

"----, I beg to advise you, that while no temporary injunction has been served, still, in my opinion, it is proper for you to hold the Forestry Fund mentioned in the complaint in statu quo, until the validity of the appropriation of the fund made by the last legislature is passed upon. You should notify the several Road Commissioners of the facts, so that they may govern themselves accordingly."

I am advised by our legal counsel that he will appear in the suit at as early a date as is possible and press the cause to a speedy hearing that final decision may be arrived at soon as practicable. While matters remain as they are at this time, this office must be governed by opinion of counsel. You will be advised from time to time of any material change in the situation.

Yours very truly,

Territorial Treasurer.



# Territorial Road Commission

E. C. AUSTIN

Road Commissioner Division No. 1

Ketchikan, Alaska, July 7th, '15.

|          |           |
|----------|-----------|
| FILE NO. | Road Com. |
| REC'D.   | 7/12      |
| ANSW'D   | 7/13      |

Hon. W.G.Smith, Treasurer,  
JUNEAU, ALASKA.

Dear Sir:-

Referring to your favor of July 2nd will say that Hon. J.R.Heckman handed me a copy of the Complaint mentioned and I see nothing in it that would prevent your office from issuing warrants upon receipt of properly signed vouchers from the 1st Division. In the "Prayer to the Court" it expressly provides that this Complaint only applies to Divisions 2, 3 and 4.

I have written Hon. John G.Heid, under this date, regarding it and he will no doubt see you regarding the matter. Some expense has already been created in this Division for which I shall soon send in vouchers.

Very truly yours,

R

*E C Austin*

Territorial Road Commissioner.  
Division No. I.

July 13, 1915.

Mr. E. C. Austin,  
Territorial Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

I have for acknowledgment your letter of July 7th, stating that you see nothing to prevent this office from paying warrants issued for Road work in the First Division, as complaint in the case applies only to Second, Third and Fourth Divisions.

While this may be true as to the complaint, I am advised by legal counsel for the Territory that the entire bill creating Road Districts in Alaska, and making appropriation therefor from the Forest Reserve Fund, will probably stand or fall together. By legal counsel for the Territory I am advised to make no payments under the appropriation until the matter is settled, and by such advice I am bound to be governed.

The case was argued, I am advised, late yesterday afternoon. We may have a decision in it soon, but for the time being I must proceed in the matter as instructed by our legal counsel.

Yours very truly,

Territorial Treasurer.



# Territorial Road Commission

E. C. AUSTIN

Road Commissioner Division No. 1

Hon. W. G. Smith. Treas

Ketchikan, Alaska,

8/14-15

January 15

|          |        |
|----------|--------|
| FILE NO. |        |
| REC'D.   | 8/6/15 |
| ANSW'D   |        |

My Dear Sir

I forwarded to Gov Strong 3 Vouchers amounting to \$56.75 covering survey work on Charcoal Project advertising & c. These bills were submitted prior to any notice of suit being brought and after I had qualified in every way as Road Commissioner. The Governor writes me he will ok the bills as soon as advised that you can pay out the money. He stated that the case had been argued before Judge Jennings on 7/22 and looked for an early decision. I have not been advised whether a decision has been rendered or not and if so whether favorable to the 1st Division.

The Urgent Necessity of something being done on this Charcoal Project this fall is my excuse for again



# Territorial Road Commission

E. C. AUSTIN

Road Commissioner Division No. 1

(2)

Ketchikan, Alaska,

Addressing you about this matter  
There are now nearly 500 people living  
along the Route of this proposed road way  
with no means of transportation too and  
from Ketchikan except by water.  
The children from this district will  
be cut off from any school facilities  
this fall & winter unless something is  
done on this Road way.

This fact causes me to ask you to  
advise me at the earliest moment  
possible of any favorable news regarding  
the status of this case, and whether the money  
appropriated by Legislature for this Division  
will be available so work can proceed  
on this project this fall. Trusting you  
will excuse me for pestering you again  
about this matter I remain

Very truly yours

E C Austin



August 7, 1915.

Mr. E. C. Austin,

Road Commissioner,

Ketchikan, Alaska.

Dear Sir:

I have for acknowledgment your letter of August 4th asking for information at the earliest possible moment in respect to suit seeking to enjoin moneys from being paid out from this office under appropriation from the Forest Reserve Funds.

There has been no decision rendered in the case as yet, and the only information in the case that I have is the following; legal counsel for the Territory advised me a few days ago that shortly before Judge Jennings left for the term of court at Skagway, he informed counsel that he would probably write his decisions in the three Territorial cases while there. One of these is the case in which you are interested.

You may rest assured that as soon as any thing is received it will be promptly imparted to you. However, Judge Heid, who brought the suit for himself and other members of the Legislature from the First Div. informs me that the case will be surely appealed if the decision goes against them; I presume counsel for the Territory will have to take an appeal to show the balance of Territory we have put up a real fight, so unless one side or the other is bluffing, all I can see is a long drawn out fight.

I have no doubt of the urgent necessity of the situation with you and your district, and regret that I am obliged to hold up this entire matter by advice of legal counsel. You will have doubtless seen that Governor Strong has been obliged to hold up appointment of Asst. Supt. of Schools, which office and appropriation in support is mixed up in this Forest Reserve Fund matter. I will consult with counsel relative to these bills which you advise were contracted before suit was brought, but have little idea that he will advise payment.

I do not consider your letter in the light of "pestering" at all, and will be glad at any time to give you such information as I am in possession of.

Very truly yours,

Territorial Treasurer.



August 12, 1915.

Mr. E. C. Austin,  
Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

Supplementary to my letter of a few days ago, I now beg leave to advise you that yesterday Judge Jennings rendered decision in our Road Cases, denying the injunction of this office from paying out moneys under the appropriation, and sustaining the allotment made by the Legislature. This is perhaps not very good news to the First Division, but settles matters for the time being, at least.

Judge Heid, for the plaintiffs, has given notice of appeal, but I am advised by counsel for the Territory that this office should now proceed to carry out provisions of the law, the same as if no suit had been brought, and that no liability for so doing can be incurred, even if the law should finally be declared invalid. I am informed that the <sup>decision</sup> ~~law~~ is binding until reversed, and that plaintiffs, if sure of their position, should apply for temporary injunction, giving bond, but which has not yet been done.

I have wired the other Road Commissioners, and now advise you that disbursements under appropriations made in the Act are now possible.

Very truly yours,



November 17, 1915.

Mr. E. C. Austin,  
Territorial Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

That portion of your letter of Nov. 10th to Governor Strong relative to road work in your district together with voucher of the Ketchikan Power Company, enclosed for the Governor's approval, has been referred to this office for action upon. The voucher is deemed to be incomplete and is herewith returned to you for reasons as follows:

Sec. 8 of the Act creating Road Districts in Alaska provides that the Treasurer shall pay out of the funds set apart for each road district, the amount due for work in said district, upon vouchers properly signed by the parties to whom such money is due, and witnessed by the Road Commissioners and countersigned by the Governor. Section 4 of the Act, however, provides that "each Road Commissioner shall appoint two competent citizens in the precinct in which work is to be performed who shall act as his assistants in letting contracts and who shall inspect all work before the same shall be accepted by the Road Commissioners. Section 5 of the Act further provides that "All road work performed under the provisions of this Act shall be by contract, which contract shall be let to the lowest and best bidder after the same has been duly advertised.

The enclosed voucher bear no evidence of these requirements of the law having been complied with. As a means of completing the voucher, I would suggest that you attach to it the contract which was entered into with the Lumber Company, and, on or attached to which should appear yours' and your assistant commissioners' certificate that the contract had been let to the lowest and best bidder; also that the material furnished had been inspected, found to be in accordance with the contract and was furnished in the quantities claimed. In this instance in case no formal contract was entered into between yourself and the Lumber Company, it may suffice if the formal bid tendered by Company be attached to the voucher, such bid, however to be accompanied by the certificates before mentioned.

I notice that mention is made in your letter of the construction contractor completing his work within a short time, and beg leave to advise you that the instructions herein contained will also apply to voucher in settlement for his claim. Please use all care in having the voucher completely supported by other papers in connection, and thus avoid delay incident to returns for correction.

Warrant for the small voucher enclosed in your letter, Progressive Printing Company for \$3.00, will be issued and forwarded in due course.

Very truly yours,

Enc.

CC- Governor Strong.

Territorial Treasurer.



# **Territorial Road Commission**

**E. C. AUSTIN**

**Road Commissioner Division No. 1**

**Ketchikan, Alaska, Nov. 20th, '15.**

Mr. W.C. Smith,

Territorial Treasurer,

JUNEAU, ALASKA.

Dear Sir:-

Your favor of 11/17/'15 received and contents noted. In reply will say, I am somewhat surprised at some of your requests, regarding vouchers of Ketchikan Power Company returned to me.

In your letter to me, dated June 11th, 1915, you enclosed to me sample forms of vouchers filled out in your office as a guide for me to go by, and such as would meet the requirements of your office. I think I have complied with your request in this instance in every detail.

Your reference to Section 4 of Law is correct. Under that head, I wish to quote to you from a letter of instructions from Governor Strong, under date of June 4th, 1915, in which he says: "The selection of assistants is solely in the hands of the Road Commissioner. The law in this respect, in my opinion, is not mandatory and if one assistant is enough it is within the province of the Road Commissioner to employ only one. The Road Commissioner, in my opinion, should fix the wages to be paid to his assistant and you suggest for his services \$5.00 per day, which would seem to be reasonable provided he be competent".

This advice of the Governor, I have followed for the sake of economy as this project is under my own observation as well as my assistant, however, if you deem it necessary, I can employ another man to inspect both the work and material and the bonds and contract.

Section 5, I have complied with in every particular and you have the vouchers in your office which you have paid for same.

I can find nothing in the Law, a copy of which I have here, that requires the signatures of any of my assistants to anything unless it be their signature to their own vouchers for services rendered, which I am supposed to pass upon and O.K. before sending to the Governor for his approval. Neither was that called for or contemplated in your letter to me of June 11th, 1915, or mentioned or indicated in your sample vouchers forwarded to me for my guidance.



# **Territorial Road Commission**

**E. C. AUSTIN**

**Road Commissioner Division No. 1**

**Ketchikan, Alaska,**

#2.

Section 8 of the Law seems very clear.

I HAVE both the bid of the Ketchikan Power Company, their contract and the bond that are required of them, containing penalties for defaulting in any particular under their contract. But I see nothing in the Law that requires the Road Commissioner to submit any of this evidence, either the bids, contracts or bonds, to the Treasurer, nor any certificate from his assistant.

The Road Commissioners are required to give a good and sufficient bond, to be approved by the Judge of each Division. The bond of the Commissioner for the First Division is on file in the office of the Clerk of the Court at Juneau.

It has been my earnest desire to comply with the Law in every particular, as Road Commissioner and the only omission I have made was in the appointing of one assistant instead of two and that I did on the advice of the Governor, and because our funds being so limited, I wanted to economize in every way possible where nothing would be sacrificed in efficiency.

The bids for construction work and piling, also for material, together with the contracts and bonds required by me, are all on file in my office and open for inspection at any and all times, also signed contracts and bonds required of successful bidders by me, but I see nothing in the Law that requires me to submit any of these to either the Governor or the Treasurer, before they pass on vouchers forwarded from this office, and as they are the only evidence I have in my office that I have complied with the Law in these matters, and as I have only a single copy of each of them, therefore I am loath to part with them at this time.

I am therefore returning to you the vouchers of the Ketchikan Power Company for your further consideration.

Very truly yours,

R



Territorial Road Commissioner  
Division No. I.



November 30, 1915.

Mr. E. C. Austin,  
Territorial Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

I write to acknowledge receipt of your letter of Nov. 20th, replying to mine of the 17th, and re-enclosing voucher and duplicate of Ketchikan Power Company. As you have not complied with requests contained in my letter regarding this voucher, I cannot do otherwise than to reject it and return it to you herewith.

In explanation of our position in this matter I wish to state that it is not our desire to cause Road Commissioners undue trouble in settling accounts for road work done, but we do desire these vouchers to carry with them full certification upon which can be based the approval of the Governor and issuance of warrant on the Treasury. We are requiring nothing more of you than is being required of the other Road Commissioners; and when our former instructions were given you regarding the preparation of these vouchers, we had not the insight into the matter which has been gained since, and which has influenced us in requiring these additional matters.

As you have been previously advised, any instructions given in this regard from this office are secondary to those given by the Governor, and if he is satisfied to approve the voucher upon the certification of these matters by yourself and one assistant commissioner, that is all that is necessary. I note statement in your letter that you have only the one contract and contractors bond in your possession and which you wish to retain for your own office files. I should think it would be desirable that these matters be prepared in duplicate so that each party to the contract might have a copy, and in that case the contractor's copy could be attached to this voucher. Lacking that, it is surely not an impossible task to have a triplicate of the contract prepared which can be submitted with the voucher. While the law may contain no provision that requires you to submit these matters to the Governor and the Treasurer before they pass on vouchers forwarded from your office, yet those officials most certainly have the undoubted right to adopt reasonable regulations with which to govern their actions regarding approval and payment of these vouchers.

Upon re-submission of the voucher in the manner suggested in my letter of the 17th instant, warrant in settlement will be promptly issued.

Very truly yours,

Territorial Treasurer.

CC-Ketchikan Power Co.



# KETCHIKAN POWER COMPANY

LUMBER, BOXES, MOULDINGS AND SHINGLES

OWNING AND OPERATING

S. S. VIGILANT, BARGE BLANCHE, ETC.

KETCHIKAN, ALASKA, November 22nd. 1915.

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

Dear Sir,

There has been forwarded your office for payment voucher in our favor for \$5097.23, by the Road Commissioner of this District, and inasmuch as draft in payment has not yet been forthcoming, may we be allowed to bring to your attention its nonpayment, with request that its payment have your favorable action as soon as possible.

The lumber deliveries referred to date back to September 21st. 1915, when the first delivery was made, and the whole contract has been completed since early in this month, without payment, and we feel justified for this reason in bringing this to your attention and urging payment.

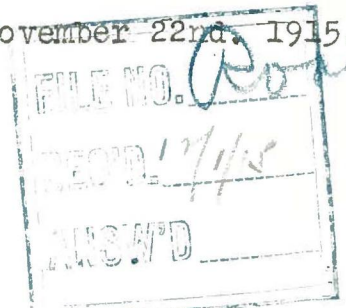
The contract with the Road Commissioner provides, -  
"Upon full and complete delivery of said lumber material, as aforesaid, said second party agrees to pay the amounts agreed upon herein by voucher and draft drawn upon the Territorial Treasurer for the Territory of Alaska, and payment of said draft shall constitute complete accord and satisfaction for said account"

We trust your favorable reply of draft in payment may be forthcoming at once.

Yours truly,

KETCHIKAN POWER COMPANY

E. L. Campbell  
Cashier.



December 1, 1915.

Ketchikan Power Company,  
Ketchikan, Alaska.

Gentlemen:

I have for acknowledgment your letter of Nov. 22d relative to voucher for \$5,097.23 in your favor for lumber and material furnished to Read Commissioner Austin.

Replying to your letter I wish to state that the voucher was returned to Mr. Austin from this office on Nov. 17th with request that he furnish us with certain other matters in connection with it. Under date of Nov. 20th, Mr. Austin returns the voucher here unaccompanied by the matters requested, and <sup>it</sup> is today being returned to him again.

Explanation of the additional matters required was made in our letter to Mr. Austin of Nov. 17th, and the voucher can not be paid until they are supplied. I enclose herewith carbon copy of letter which is going forward with the voucher, and would suggest that you cooperate with Mr. Austin in following out instructions in our letter of the 17th.

Very truly yours,

Territorial Treasurer.



December 21, 1915.

Mr. E. C. Austin,  
Territorial Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

Voucher for \$3,750.00 in favor of E. A. Heathian settlement of contract on Charcoal Point Road which, with contract and other papers attached your recently forwarded for the Governor's approval, has been submitted to this office for inspection prior to such approval. Such inspection reveal certain inconsistencies in the specifications attached to the bid and acceptance and the entire matter with the voucher is herewith returned to you for explanation before passage for payment.

In the proposal the bidder undertakes, "In compliance with advertisements and specifications attached" to construct for the Territory of Alaska, the Charcoal Precinct Roadway for the sum of \$3,750.00. On the second page of the specifications we find the following;

"Lumber will be furnished by the Territory, the Contractor to receive same in water at ship's side and raft and care for same in a safe manner:-

All other material, all tools and labor to be furnished and paid for by the Contractor:-

About 10M feet of piling will be required and constructing bidder will be paid for the actual number of feet as measured beneath the caps:-"

I am at a loss to know just what the above means. Are we to understand that the contractors bid of \$3,750.00 covers every thing, the piling alluded to in the specifications included, or will there be a further bill or voucher rendered to cover the piling part of the job? In that event, what price is to be paid for the piling per foot? However, after the clause specifying that lumber shall be furnished by the Territory, it is provided that all other material shall be furnished by the contractor.

By return mail kindly make explanation of these matters, preferably upon the documents themselves so that when attached to the vouchers they will carry their own proof. The matters will then be re-inspected and if found satisfactory will be passed on for the Governor's approval.

In view of request for prompt payment contained in your letter, I very much regret being obliged to hold this voucher up, but cannot see my way clear in passing it for payment in its present uncertain condition.

Very truly yours,

CC- for office of  
the Governor.

Territorial Treasurer.



December 21, 1915.

Mr. E. C. Austin,  
Territorial Road Commissioner,  
Ketchikan, Alaska.

Dear Sir:

Voucher for \$3,750.00 issued to E. A. Heath, contractor,  
on completion of work on Charcoal Point road and sent to Governor  
Strong