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## DEPARTMENT OF THE INTERIOR

BUREAU OF EDUCATION

ALASKA SCHOOL SERVICE

Nome, Alaska,

July 15th, 1909.

E.L. Myers,

Ketchikan, Alaska.

Dear Sir:-

In regard to your inquiry concerning the right of parties other than natives to settle upon the water front of the school reserve, I wish to say that if the ground was staked in accordance with instructions so that no incumbrance existed at the time the ground was staked it would be impossible for white men to settle upon this ground without a permit from the Department of the Interior. I have already written you asking for a written statement of conditions with reference to this ground at the time it was set apart for school purposes. If any cabins were on the ground at the time you staked it I wish to have a detailed account of the character of the cabins by whom held and by whom owned and the time the ground upon which the cabins stand was secured by any parties who might claim title to such ground. And if they claim title to any ground that you say is included within the school reserve indicate how they acquired such title.

If there is no incumbrance upon the ground which you say is a school reserve parties attempting to settle upon it would be subject to the charge of trespass. If these parties claim title to any part of this ground under the claim that they secured any right or permit from you such claim would not be valid for the reason that you were unauthorized to grant a permit to white men for settling upon the reservation.

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The Revenue Cutter will be in Kotzebue about July 25th. A dwelling will be built on the Kobuk this summer. And I wish you to remain at Kotzebue until my arrival at that place or until you get instructions concerning the erection of the building.

In a previous letter I advised you that I had settled with Mr. Charles Howland of the Kewalik Lightering Co. for the freight carried up the Kobuk and the amount agreed upon by Mr. Howland was \$200. If Mr. Moran should be at Kotzebue you are authorized to settle with him for the freight carried by Mr. Berden. The rate the same as other parties paid will be satisfactory to us. Mr. Moran should sign a statement accompanying the vouchers indicating that Mr. Berden is dead and that Mr. Berden was acting for Mr. Moran owner of the launch at the time he signed the proposal. Separate vouchers should be made for the school and reindeer supplies.

Respectfully yours,

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