

MINUTES

AND FINANCIAL TRANSACTIONS OF THE TRUSTEES

OF THE

INTERNAL IMPROVEMENT FUND

OF THE

STATE OF FLORIDA

Tallahassee, Fla., January 4, 1907.

The Trustees met in Executive office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

Capital City Bank of Tallahassee, for Reed A. Bryan, Agent, expenses in re drainage operations	\$290.25
I. N. Withers, salary and expenses as State Selecting Agent	125.78

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., January 5, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The following account was presented, approved and ordered paid:

John W. Newman, salary and expenses as Engineer
of Drainage\$150.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., January 10, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

Capital City Bank of Tallahassee, for Reed A.
Bryan, Agent, expenses in re building and oper-
ating dredges\$ 763.30
S. B. Chapin, making map for Trustees..... 4.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., January 11, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It appearing from the report of John W. Newman, Engineer, that Section 13, Township 50 South of Range 41 East, contains pine land which would be available for the Trustees in procuring wood for the use of the dredges, it is therefore

ORDERED, That Section 13, Township 50 South of Range 41 East, be reserved from sale and set apart for the exclusive use of the Trustees, and the Secretary was directed to furnish a copy of this order to the Commissioner of Agriculture with the request that he indicate said reservation on the maps in his office.

The following account was presented and ordered paid:

N. B. Broward, Governor, expenses of trip to Ft.

Lauderdale to inspect drainage operations.....\$55.25

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., January 12, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales made January 7, 1907, in compliance with order

of the Trustees of the Internal Improvement Fund, directing him to sell scattered tracts of the swamp and overflowed lands, when not less than \$2.00 per acre is offered, to wit:

To J. C. Joyner:—

All of Sections 25 and 26, Tp. 2 N., R. 18 E., containing 1,280 acres, at \$2.00 per acre.

To G. V. Tillman:—

S $\frac{1}{2}$ of Ne $\frac{1}{4}$, Nw $\frac{1}{4}$ of Nw $\frac{1}{4}$, S $\frac{1}{2}$ of Nw $\frac{1}{4}$,

	Sec.	Tp.S.	R. E.
N $\frac{1}{2}$ of Se $\frac{1}{4}$ and Nw $\frac{1}{4}$ of Sw $\frac{1}{4}$	31	28	23
Nw $\frac{1}{4}$ of Ne $\frac{1}{4}$	6	29	24
Nw $\frac{1}{4}$ of Nw $\frac{1}{4}$	11	29	25
Ne $\frac{1}{4}$ of Ne $\frac{1}{4}$	35	28	26
Se $\frac{1}{4}$ of Ne $\frac{1}{4}$ and Se $\frac{1}{4}$	35	30	26
Sw $\frac{1}{4}$	14	28	28

containing 799.53 acres, at \$2.00 per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., January 26, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales in compliance with the order of the Trustees of the Internal Improvement Fund, directing him to sell scattered tracts of swamp and overflowed lands, when not less than \$2.00 per acre is offered, to wit:

To Mrs. Mollie C. Turner, a widow:

Lot 4 of Section 4, Tp. 1 N., R. 16 E., containing 19.10 acres, at \$2.00 per acre. Mrs. Turner produced evidence showing that she had been in possession of said lands for several years under tax deed, and had been paying taxes on same.

To H. B. Rainey and H. A. Ragle:

$E\frac{1}{2}$ of $Ne\frac{1}{4}$ and $Sw\frac{1}{4}$ of $Ne\frac{1}{4}$ of Sec. 24, Tp. 33 S., R. 26 E., containing 120.00 acres, at \$2.00 per acre.

To W. P. Phillips:

$W\frac{1}{2}$ of $Se\frac{1}{4}$ of Sec. 22, Tp. 14 S., R. 16 E., containing 80.25 acres, at \$2.00 per acre.

To Fred Cubberly:

$Se\frac{1}{4}$ of $Nw\frac{1}{4}$ of Sec. 1, Tp. 10 S., R. 15 E., containing 40.00 acres, at \$2.00 per acre.

To John C. Calhoun:

$Ne\frac{1}{4}$, $Ne\frac{1}{4}$ of $Nw\frac{1}{4}$ and $E\frac{1}{2}$ of $Se\frac{1}{4}$ of Sec. 15, Tp. 6 S., R. 6 E., containing 281.65 acres, at \$2.00 per acre.

To William Hocker:

$Se\frac{1}{4}$ of $Se\frac{1}{4}$ of Sec. 36, Tp. 17 S., R. 19 E., containing 39.93 acres, at \$2.00 per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., January 30, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

C. C. Robbirds appeared before the Trustees and presented several tax certificates and a tax deed showing that on July 17, 1894, he purchased from the State of Florida certain tax certificates, embracing the $Ne\frac{1}{4}$ of the $Ne\frac{1}{4}$ of

Sec. 11, Tp. 3 N., R. 8 W., and that a tax deed covering said land was issued to him by the clerk of the Circuit Court of Jackson County, on the 9th day of June, 1896, and that since that time he has exercised full ownership of the said Ne $\frac{1}{4}$ of Ne $\frac{1}{4}$ of Sec. 11, Tp. 3 N., R. 8 W., and that he has made improvements on said land and paid the taxes thereon regularly, believing that it was his land, but that he had recently discovered that the land was swamp and overflowed land, and that the title thereto was still in the Trustees of the Internal Improvement Fund. Mr. Robbirds further said that it would be a great hardship for him to lose the land and asked that, in view of the circumstances, he be allowed to purchase said land at 50 cents per acre; whereupon it was

ORDERED, That the request of C. C. Robbirds be granted, and that he be allowed to enter the Ne $\frac{1}{4}$ of the Ne $\frac{1}{4}$ of Sec. 36, Tp. 3 N. of R. 8 W. at 50 cents per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., February 1, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported that he had sold to Frederick Alexson the Sw $\frac{1}{4}$ of Sw $\frac{1}{4}$, Sec. 18, Tp. 2 S., R. 25 W., containing 36.00 acres, at \$2.00 per acre, in compliance with order of Trustees directing him to sell scattered tracts of swamp and overflowed lands at not less than \$2.00 per acre.

The following accounts were approved and ordered paid:

Capital City Bank of Tallahassee, for Reed A. Bryan, Agent, expenses of drainage operations for week	\$445.25
Reed A. Bryan, Agent, incidental expenses in re drainage for month of January.....	231.04
Merrill-Stevens Company, material to be used in construction of dredge "Okeechobee".....	866.33
S. W. Skinner, supplies for dredges.....	75.00
W. H. Albritton, beef for use on dredges.....	7.39
Stranahan & Co., supplies for dredges.....	147.14

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., February 6, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, That from this date no swamp and overflowed lands in the Drainage District, under control of the Trustees, will be sold for a price less than \$5.00 per acre, except such land as may be subject to overflow from salt water, and not susceptible of drainage, for which the price will be fixed by the Trustees, and that all offers to purchase such swamp land be reported to the Trustees for consideration.

Resolved further, That a copy of the foregoing resolu-

tion be furnished by the Secretary to the Commissioner of Agriculture.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., February 8, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

The Capital Publishing Company for 300 copies circular, financial statement of Trustees, 30 pages at \$1.25 per page....	\$ 37.50
Also part payment on printing 1,000 copies minutes and financial statement of Trus- tees	107.52
Making total of	\$145.02
John W. Newman, Engineer of Drainage, salary and expenses month of January.....	150.00
I. N. Withers, salary and expenses as State Se- lecting Agent	130.44
Capital City Bank of Tallahassee for Reed A. Bryan, Agent, drainage operation.....	438.85

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., February 9, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Upon considering the reports of Messrs. McCall & Small, the Commissioner of Agriculture was directed to accept the settlement made by them with H. S. McCallum for trespass upon the $\text{Se}\frac{1}{4}$ of $\text{Ne}\frac{1}{4}$ and $\text{Se}\frac{1}{4}$ of $\text{Se}\frac{1}{4}$ of Sec. 10, Tp. 1 S., R. 15 E., and receive their check for \$60.35, which they transmitted with their report of February 1st, for the amount due the Trustees, being one half of the compromise settlement. These lands having been sold to I. J. McCall, December 1st, 1906, and the above settlement was for trespass previously made on these lands.

Also to write Messrs. McCall & Small that there had been no adjustment of trespass matters on the swamp and overflowed lands in Putham County, which were recently sold, or lot 4 of Sec. 4, Tp. 1 N., R. 16 E., sold to Mrs. Mollie C. Turner, January 26, 1907, and they desire them to make an adjustment of these matters, under all the circumstances as they think right and proper. Also in regard to the trespass upon the $\text{Se}\frac{1}{4}$ of $\text{Sw}\frac{1}{4}$ of Sec. 33, Tp. 3S., R. 16 E., by Mr. B. F. Brinson, to settle the matter on an equitable basis and in their settlement to include the sale of this land at \$1.50 per acre, provided Mr. Brinson will pay \$100 cash for the trespass upon the same, as desired by them. Also that no sales of any other lands in Clay County will be made without first notifying them, and it is agreeable that they will act with Gov. W. S. Jennings in the matter of trespasses upon the lands in Putnam and Clay Counties, as suggested by the said Messrs. McCall & Small, this being a matter entirely with them that the Trustees will leave the other matters as reported by them in report to

the said Trustees of February 1st, to be adjusted as proposed in said report. The final conclusions reached in each case to be referred to the Trustees for ratification.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., February 14, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

First National Bank of Live Oak, for Bryson & Blackwell for lumber for dredge "Okeechobee".....	\$662.72
H. D. Blackburn, lumber for dredges.....	300.00
Remington Typewriter Company.....	2.50
Realty Title & Trust Co., abstract of title.....	10.00
M. W. Griffis, recording deed for Trustees.....	3.00
Capital City Bank of Tallahassee, for Reed A. Bryan, pay-roll work on dredges.....	837.03
The Capital Publishing Company on account printing minutes of Trustees.....	180.48

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., February 19, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Gov. W. S. Jennings, Attorney for the Trustees, presented the abstract upon the lands of Clay and Putnam Counties, together with a detailed report of his investigation and conclusion in regard to the title of the Trustees to the lands therein described.

It was ordered that the Secretary make copies of the two abstracts and that the originals be then transmitted to the Commissioner of Agriculture to be filed for reference in the Land Department.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., 4 p. m. Feb. 19, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales, made under order of the Trustees of the Internal Improvement Fund of the State of Florida, directing him to sell scattered tracts of the swamp and overflowed lands where not less than \$2.00 per acre is offered.

To Mary H. Whitaker:

$W\frac{1}{2}$ of $Ne\frac{1}{4}$ of Sec. 17, Tp. 27 S., R. 19 E., containing 80.00 acres, at \$2.00 per acre.

To T. L. Wilson:

$SW\frac{1}{4}$ of $NW\frac{1}{4}$ of Sec. 15, $N\frac{1}{2}$ of $NE\frac{1}{4}$ and $N\frac{1}{2}$ of $NW\frac{1}{4}$ of Sec. 17, all in Tp. 27 S., R. 26 E., containing 200.00 acres, at \$2.00 per acre.

To Heirs and Ragle:

	Sec.	Tp.S.	R. E.
$SW\frac{1}{4}$ of $NW\frac{1}{4}$	1	33	26
$S\frac{1}{2}$ of $NE\frac{1}{4}$, and $SW\frac{1}{4}$ of $NW\frac{1}{4}$	2	33	26
$E\frac{1}{2}$ of $NE\frac{1}{4}$	3	33	26
$NE\frac{1}{4}$ of $NE\frac{1}{4}$	30	33	26
$NE\frac{1}{4}$ of $NW\frac{1}{4}$	31	33	26

containing 318.50 acres, at \$2.00 per acre.

To W. G. Long:

$NE\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 24, Tp. 19 S., R. 25 E., containing 40.25 acres, at \$1.00 per acre, which has just been patented to the State. Mr Long having produced evidence that the same is swamp and scrub and has no timber on it of value, as ordered by Trustees on 12th of December, 1906.

And to S. S. Smith:

$S\frac{1}{2}$ of $NW\frac{1}{4}$ and $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 4, Tp. 2 N., R. 12 E., containing 119.81 acres, at \$1.25 per acre, which has just been patented to the State. Mr. Smith having produced satisfactory evidence that the same is all low and unfit for cultivation and subject to overflow, most of it being in a big grassy pond, with no timber of value on it, and it is only desired for a home pasture.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Florida Electric Co., electrical fittings and work on dredges	49.60
The H. & W. B. Drew Co., profile paper for Reed A. Bryant, Agent.....	10.75
Frank T. Budge, bushings, nails, etc., for dredges.	243.30
Reed A. Bryan, expenses of operating dredges for month of January	267.22
Capital City Bank of Tallahassee, for Reed A. Bryan, Agent, pay-roll week ending Feb. 23, 1907	651.00
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., March 9, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

John McDougall, P. M., stationery and stamps for Trustees	\$107.40
I. N. Withers, salary and expenses as selecting agent	119.28

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., March 12, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales made under order of Trustees of the Internal Improvement Fund of the State of Florida, directing him to sell scattered tracts of swamp and overflowed lands, when not less than \$2.00 per acre is offered.

To John P. Sapp, a settler thereon:

SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 14, Tp. 4 S., R. 21 E.,
containing 39.87 acres, at \$2.00 per acre.

To M. M. Smith and the Consolidated Naval Stores Co.:

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec. 14, Tp. 40 S., R. 22 E.,
containing 120 acres, at \$2.00 per acre.

To John Germainhard:

W $\frac{1}{2}$ of NE $\frac{1}{4}$, Sec. 20, Tp. 22 S., R. 29 E.,
containing 79.95 acres, at \$2.00 per acre.

To J. B. Jones, a settler thereon:

Lot 10, Sec. 34, Tp. 18 S., R. 16 E.,
containing 5.10 acres, at \$2.00 per acre; and

To Allen D. Burnes:

E $\frac{1}{2}$ of NE $\frac{1}{4}$, Sec. 33, W $\frac{1}{2}$ of NW $\frac{1}{4}$, Sec. 34, Tp. 7 N.,
R. 13 W.

containing 160.84 acres, recently patented to the State, at 62 $\frac{1}{2}$ cents per acre, as ordered by the Trustees, Mr. Burnes having produced satisfactory evidence that all of said land is overflowed by a lake the year round, except about 17 acres, which has little value and no timber of value on it.

He only desires the land for a pasture, as he owns the adjoining lands.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., March 16, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

Featherstone Foundry and Machine Co., final payment on contract under acceptance, August 14, 1905	\$2,360.00
Capital City Bank, for Reed A. Bryan, 3 pay-rolls, week ending March 2, 1907; monthly expenses of dredges Okeechobee and Everglades..	1,014.72
Florida East Coast Railway Co., transportation charges on material for dredges.....	1,013.46
P. N. Bryan & Son, wood for use on dredges....	563.00
Merrill-Stevens Company, pipes, cups, rivets, etc., for dredges	471.88
John W. Newman, salary as Engineer of Drainage	150.00
Frank T. Budge, hose, etc., for dredges.....	205.55
The Capital Publishing Co., furnishing maps and checks for Trustees	12.00
W. H. Albritton, meat furnished for dredges....	27.81

Hyde & Davis, 4 fire entinguishers.....	56.00
E. A. Robinson, wire and tape for dredges.....	8.30
Fla. Electric Co., electrical apparatus for dredges	9.60
Dayton Supply Co., 1 spraying pump complete..	15.75
Stranahan & Co., groceries for use on dredges..	690.19
S. B. Chapin, drawing map for Trustees.....	3.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
 Secretary. Governor.

Tallahassee, Fla., March 25, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales made under order of Trustees of the Internal Improvement Fund of the State of Florida, directing him to sell scattered tracts of swamp and overflowed lands, where not less than \$2.00 per acre is offered.

To L. P. Golson:

S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 9, Tp. 2 N., R. 24 W.,
 containing 80.36 acres, at \$2.00 per acre.

To C. C. Morgan:

Lot 1, Sec. 11, Tp. 43 S., R. 20 E.,
 containing 307 acres, at \$2.00 per acre.

To the Overstreet Turpentine Co.:

NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, Tp. 20 S., R. 29 E., SW $\frac{1}{4}$ of

NE $\frac{1}{4}$ of Sec. 20, SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 27, and NW $\frac{1}{4}$ of
NE $\frac{1}{4}$ of Sec. 34, Tp. 21 S., R. 30 E.,
containing 159.82 acres, at \$2.00 per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., 3:30 p. m. March 25, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

It being shown to the Trustees that an error was made in describing the lands embraced in Deed No. 11395, issued to Herbert W. Busse, October 27th, 1882, as being in Brevard County instead of Dade. The Commissioner of Agriculture was directed to prepare a quit-claim deed correcting said error and submit same to Trustees for execution by them.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., March 28, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
B. E. McLin, Commissioner of Agriculture.

Mr. Frank A. Teague appeared before the Trustees and presented evidence that he was duly authorized to make

settlement with the Trustees for any amount due the estate of Samuel W. Teague under contract of March 22nd, 1902.

It appearing to the satisfaction of the Trustees upon evidence from the Land Department of Commissioner of Agriculture, that 3,813.50 acres of swamp and overflowed lands had been patented by the United States Government to the State since the settlement on July 29th, 1904, the same being a part of the selections made by Mr. Samuel W. Teague under order of March 22, 1902, as Agent of Trustees. The Commissioner of Agriculture is directed to convey to the said Teague, or his order, all islands or marsh lands in unsurveyed parts of Sections 3 and 4, and 35.77 acres in Sec. 9, Tp. 25 S., R. 37 E., containing 585.77 acres, this being 15% of the amount patented and 13.75 acres balance due under order of March 22, 1902, it appearing from the maps of the Commissioner's office that the amount of acres to be conveyed to the order of the said Teague are of equal value, as compared to any other 15% of said lands patented.

Upon satisfactory evidence produced from I. N. Withers, F. A. Teague and William J. Hazlewood, that all islands and marsh lands in unsurveyed parts of Secs. 10, 15 and 22, and 264.23 acres, being balance of Sec. 9, in Tp. 25 S., R. 37 E., containing in all 1,214.23 acres, recently patented to the State, are all salt marsh, subject to the overflow of the tide, and worthless for any purpose, except for duck shooting, and that C. T. Nothing, who has requested that said lands be sold to William J. Hazlewood, assisted the State Agent very greatly in getting up proper affidavits in order to secure these lands of the United States Government, with the request that he be allowed the first right to purchase them.

It was ordered that the said Mr. William J. Hazlewood be allowed to purchase said lands at \$1.50 per acre.

The following communication from Hon. W. S. Jennings, General Counsel for the Trustees, was ordered spread upon the minutes:

Jacksonville, Fla., February 18, 1907.
Trustees of the Internal Improvement Fund of Florida,
Tallahassee, Fla.

Gentlemen:—

In further response to your inquiry embraced in the following preamble and resolution:

“Whereas, The lands offered to be purchased by the Hillman-Sutherland Company, and which the Trustees were considering a proposition to sell, appear from representations made by the Hillman-Sutherland Company and by Mr. B. A. Carter, who subsequently upon the declination by the Hillman-Sutherland Company of the Trustees’ offer, offered to purchase the same, were sold for taxes when the title to said lands was in other persons than the Trustees of the Internal Improvement Fund, and that tax certificates are now outstanding as to some of said lands; tax deeds having been issued as to others; and,

“Whereas, The Trustees not being willing to accept the offer of twenty-five cents (25) per acre for certain lands, and fifty (50) cents per acre for certain other portions, and one dollar and twenty-five cents per acre for the balance of said lands; therefore,

“Be it resolved, That the offer of Mr. B. A. Carter be and the same is hereby declined, and that the Attorney for the Trustees, Hon. W. S. Jennings, be and he is hereby requested to examine the title to said lands, prepare an abstract of title thereof and to advise the Trustees of their rights in the premises, and that the Honorable Commissioner of Agriculture be and he is hereby requested to furnish the attorney for the Trustees with a list of said lands and a plat thereof.”

I beg to advise that during the progress of the examination of abstract No. 1778, prepared by Realty Title and Trust Company, under date of November 30, 1906, consisting of 473 items of lands in Clay County, Florida, prepared for the Trustees of the Internal Improvement Fund of the State of Florida under the above resolution, I find that the lands embraced in a deed made by the Trustees of

the Internal Improvement Fund of Florida to the Southwestern Railway Company July 8, 1889, a portion of which lands were afterwards deeded back to the Trustees of the Internal Improvement Fund under direction of the Legislature.

Trustees deeded to Railroad Company. . . . 11,891.08 acres
 Railroad Company to Dexter Hunter, O. A.

Buddington and W. J. Wilson, 1892. . . . 11,891.08 acres
 Railroad Company, Hunter, Buddington,

Wilson, et al., deeded to Trustees. 9,051.08 acres

EXEMPTIONS.

(1) Under the statute, State property is exempt from taxation, which has been recognized as being applicable to the lands held by the Trustees of the Internal Improvement Fund, and it would follow that all sales of said lands of any part thereof based on an assessment prior to the year 1891, are void for the reason that the lands were not taxable when assessed. I find from an examination of this abstract that certain sales of lands for the non-payment of taxes were made, based upon an assessment prior to the year 1891, as mentioned in the following numbered items of said abstract, to wit: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 35, 39, 41, 65, 66, 67, 68, 69, 71, 72, 74, 76, 77, 78, 79, 80, 86, 87, 88, 89, 90, 91, 94, 95, 96, 97, 98, 99 and 100, and therefore all sales referred to in the above numbered items to said abstract are, in my opinion, void.

TAX SALES REDEEMED OR CANCELLED.

(2) I find further that the lands under tax sales referred to in said abstract under the following numbered items thereof were either redeemed or cancelled in accordance with law, to wit:

140, 141, 142, 144, 149, 150, 156, 149, 150, 156, 157, 158,
 159, 160, 161, 163, 164, 165, 166, 167, 168, 170, 171, 172,
 173, 174, 177, 182, 185, 188, 189, 190, 191, 192, 193, 195,

196, 200, 201, 202, 203, 204, 205, 206, 207, 208, 214, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 229, 230, 233, 235, 236, 241, 250, 251, 252, 253, 254, 255, 256, 257, 260, 278, 279, 281, 282, 288, 289, 292, 293, 294, 297, 298, 299, 300, 301, 302, 303, 307, 308, 313, 314, 320, 321, 322, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 345, 346, 347, 351, 355, 356, 357, 358, 359, 363, 364, 365, 366, 374, 375, 376, 377, 378, 379, 380, 381, 382, 386, 387, 388, 390, 391, 396, 397, 404, 405, 406, 407, 408, 409, 410, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 443, 444, 450, 451, 454, 455, 458, 459, 461, 462, 470, 471, 472,

and therefore sales based upon certificates embraced in the abstract items above referred to could not be the basis of a legal and valid tax deed, and all such tax deeds would be invalid.

TAX SALES.

(3) The abstract shows several certificates which now remain in the clerk's office undisposed of, and should be cancelled, for the reason that the lands were vested in the Trustees of the Internal Improvement Fund of Florida and not subject to assessment, as appears in the following items of said abstract, to wit: 151, 152, 161, 162, 175, 236, 237, 246, 247, 248, 249, 261, 262, 263, 264, 265, 266, 267, 268, 289 and 317.

(b) The abstract shows further certain certificates in the clerk's office of Clay County which should be cancelled or redeemed by the Trustees of the Internal Improvement Fund, as appears from the abstract they should be redeemed.

From statements of those interested in the railroad company referred to which conveyed the lands back to the Trustees, it is learned that they have a deep impression that the taxes were paid on said lands for each year after the title was vested in the railroad company and its grantees above named. If this status, which does not appear by the abstract, can be established, the items of the abstract numbers below should also be cancelled, which

items are as follows, to wit: 187, 299, 211, 217, 234, 272, 276, 315, 318, 324, 325, 368, 410.

TAX CERTIFICATES UNDER TAX SALES.

(4) The abstract shows that during the years 1893, 1894, 1895, 1896, 1897, 1898, 1899 and 1900, the lands described in the caption of this abstract were vested in the Western Railway Company and individuals, and therefore not exempt from taxation; that during said period of time tax sales were made of certain of these lands for the non-payment of taxes, as appears in the following numbered items of said abstract, to wit: 180, 187, 199, 211, 217, 233, 234, 241, 242, 272, 276, 368, 374, 461, 151, 152, 154, 181, 290, 306, 309, 349, 374 and 470.

TAX DEED UNDER TAX SALES.

(5) The abstract further shows that during the years 1893 to 1901 during the time that the lands were not exempt from taxation, certain tax deeds were issued for a portion of said lands, as appears in the following numbered items of said abstract, to wit: 148, 149, 150, 186, 468, 153, 178, 312, 394, 437, 442, 453, 457, 468, 469.

TAX SALES SUBSEQUENT TO 1900.

(6) I find from the abstract that after the deed had been executed and delivered by the Western Railway Company, Hunter, Wilson, et al., to the Trustees of the Internal Improvement Fund, thus bringing the lands within the statutory exemption sales were made for the non-payment of taxes as appears by the following numbered items of said abstract, to wit: 226, 227, 228, 229, 230, 380, 391 and 392. These sales I find to be based upon an assessment made on property that was exempt from taxation under the statute at the date of the assessment, and therefore, in my opinion, tax deeds issued under tax sales based

upon lands that were exempt from taxation are invalid and of no force and effect.

LIST AND ACREAGE.

(7) It appears from the abstract that certain lands were sold for the non-payment of taxes, based upon assessments during the years 1891 to 1901 inclusive, the period that the lands appear to not have been vested in the Trustees of the Internal Improvement Fund and were taxable as follows, to wit:

Item.	Deeded to.	Description of land.	S.	R.	T.	Acres.
148,	W. B. Owen.....	S $\frac{1}{2}$ of SW $\frac{1}{4}$	12	5	23	80
178,	J. M. Moody.....	SW $\frac{1}{4}$	11	7	23	160
312,	L. McNeill.....	N $\frac{1}{2}$ of SE $\frac{1}{4}$.	5	7	24	80
394,	L. McNeill	All.....	7	7	25	640
437,	Brown McCallum....	All.....	19	7	25	640
442,	Brown McCallum....	N $\frac{1}{2}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of SW $\frac{1}{4}$	21	7	25	440
453,	Brown McCallum....	All.....	27	7	25	640
457,	Brown McCallum....	All.....	29	7	25	640
468,	C. M. Sweat.....	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	20	7	27	40
469,	C. M. Sweat.....	NE $\frac{1}{4}$ of SW $\frac{1}{4}$	20	7	27	40
186,	John A. Graham....	W $\frac{1}{2}$ of NW $\frac{1}{4}$, NW $\frac{1}{4}$ of NE $\frac{1}{4}$	14	7	23	120

In examining the tax sales above referred to and embraced in the above items of the abstract last above enumerated, covering the lands described in the above paragraph, with a total acreage of 3,520 acres, I found it necessary to extend my investigation beyond the information exhibited by the abstract touching the regularity of the assessments, order of levy, by whom listed, date of assessor's warrant, if any, sufficiency and correctness of publication, proof of advertisement and record thereof, notice of application for tax deed, sufficiency of its publication, record of advertisement in Clerk's office, and com-

pliance with other statutory requirements, and give below some of the salient features, irregularities and defects that appear to me from this investigation.

W. B. OWEN.

The tax sale under item 148 of said abstract appears to have been based upon an assessment as "unknown;" tax certificate No. 58, sale of April 3, 1893, deed dated June 1, 1895; the deed not appearing of record, was unable to examine into the regularity of its execution. It appears from the abstract that sale was based upon an assessment made under the "Hammond Law" which provides for the certification of lands that the taxes are not paid upon as prescribed by law, and expressly prohibits the tax sale of lands for the non-payment of taxes as expressed in said law. Chapter, 1891.

There does not appear to be a warrant as prescribed by law, executed by the Assessor to the Collector, in the Tax Book delivered to the Tax Collector and issued by him in the collection of taxes and upon which is noted the payment of taxes as collected.

Special search was made in the office of the Clerk of the Circuit Court with the assistance of the Clerk and of the Tax Collector, who was formerly a deputy clerk in said office, for the proof of advertisement of said lands for sale, and none was found.

This, and other irregularities not deemed necessary to set forth here, are the facts upon which I base the conclusion that this tax sale was void.

J. M. MOODY.

The lands referred to in item 178 of the abstract appear to have been assessed to Hunter, Buddington and Wilson and sold for the non-payment of taxes for the year 1897, at sale of August 1, 1898, certificate No. 85 having been issued, upon which a tax deed was based and executed to J. M. Moody October 20, 1900.

Among the fatal irregularities noted from this investigation is the fact that no proof of advertisement appears

to have ever been made or filed in the Clerk's office as required by law, and the further fact that there appears on the Tax Collector's book used by him for the collection of taxes a pencil memoranda noted on the page and in the space where the lands embraced in this item are described in said Tax Collector's book the words "J. M. Moody. Paid." Mr. N. Holt, the present Tax Collector of Clay County, assisted me in this investigation, and his attention was called to this pencil memoranda, and he was asked for his understanding of what it meant, which was to the effect that it meant that J. M. Moody had paid taxes on the lands described in item 178 of this abstract for the year 1897; and therefore it is my conclusion that the tax sale referred to in this item is invalid, and deed based thereon is void.

186.

JOHN A. GRAHAM.

The lands embraced in item 186 of said abstract appear to have been assessed to H. D. Hunt for the year 1892, and were sold for the non-payment of taxes April 3, 1893, certificate No. 157 having issued, upon which tax deed issued January 27, 1897. It is probable that this last date is erroneous. I was unable to verify these dates. This sale is also based upon the "Hammond Law," which provides for certification and prohibits tax sales. No Tax Assessor's warrant appears affixed to the Tax Collector's book on file in the Tax Collector's office and used by him in the collection of taxes for the year named, neither does there appear to have been any proof of advertisement filed in the Clerk's office, as requested by law. This, and other irregularities force me to the conclusion that this sale is void and the tax deed based thereon invalid.

312, 394, 437, 442, 443, 457.

L. McNEILL.

BROWN McCALLUM.

The six items of the abstract, numbered 312, 394, 437, 442, 443, 457, appear to be tax sales of lands therein

described, made June 1, 1896, and afterwards deeded to the parties named in this reference, and are grouped here as a matter of convenience; the same facts appearing to be applicable to all of said lands.

During my investigation, I was unable to find pasted in or affixed to the Tax Collector's book used by him during the collection of taxes for the year 1895, upon which this tax sale is based, a warrant of the Assessor commanding the Tax Collector to collect said taxes, etc., as is prescribed by law, or any proof of publication of such tax sale had been filed in the Clerk's office as is prescribed by law, nor of record in the Clerk's office, as is prescribed by law. I examined on this point the original reports of the Tax Collector on file in the Clerk's office in loose sheets filed by the Collector, the record of tax sales and original issue of the newspaper that was published at that time in Clay County under the name of "The Spring" and the record of tax sales, the miscellaneous records and indexes, with the assistance of the Clerk and Mr. E. N. Holt, Tax Collector, formerly deputy Clerk, and did not find any proof of publication of said tax sale list embracing these lands for the sale of June 1, 1896.

It is, therefore, my opinion, based upon these facts and others not deemed necessary to set forth here, that all of these sales embraced in the last six items of the abstract referred to herein are irregular and illegal, and that the tax deed based thereon is invalid.

468.

C. M. SWEAT.

The abstract shows the lands embraced in item No. 468 to have been sold for the non-payment of taxes for the year 1892, at a tax sale of April 3, 1893. I found upon examination of the original tax books on file in the Tax Collector's office, which was used by him in the collection of taxes for said year, that there was no warrant affixed to said book by the Tax Assessor to the Collector, as required by law. That there is no proof of advertisement of

said sale on file in the Clerk's office, or record in the Clerk's office, as required by law, and further, that this assessment was under the "Hammond Law," which prohibits the sale of lands for the non-payment of taxes, and therefore it is my opinion that the tax sale was void, and the tax deed issued thereunder was invalid.

469.

C. M. SWEAT.

The lands embraced in item No. 469 of said abstract are the same as those embraced in item No. 468, and appear to have been sold again at the sale of June 4, 1894, for the non-payment of taxes assessed against the lands for the year 1893. In the tax book on file in the Tax Collector's office used by the Collector in the collection of taxes for 1893, there appears pasted on the front inside cover of said book a warrant signed by the Assessor to the Collector under date of October 4,, the year not being stated. I regard this omission as a fatal defect. I failed to find any proof of advertisement on file in the Clerk's office, or any record thereof as required by law. This act, with other irregularities that came under my observation relating to this assessment and sale, lead me to the conclusion that this sale was illegal, and that a tax deed based thereon is invalid.

The research incident to the preparation and examination of this abstract has been so extensive, both in law and as to matters of fact, that to submit authorities to sustain the legal propositions submitted as a test of the regularity of assessment and sale and the validity of the tax deeds thereunder would seem to make this report too voluminous, and for this reason are omitted, and the propositions merely stated, which are, in my opinion, well founded in law.

The 473 items in the abstract, No. 1778, have been dealt with and classified as above set forth, and the method adopted by me as a matter of convenience in treating the subject under investigation and consideration, and therefore the abstract itself necessarily becomes a part of this report.

During the comparatively short time that I have had this abstract, with the many other matters that I have had under consideration, it has appeared to be impossible to have the abstract copied by my present clerical force, and therefore I am forwarding to you this original copy, without retaining a copy, and beg to suggest that this original be kept on file in the office of the Honorable Commissioner of Agriculture or with the Trustees of the Internal Improvement Fund, as you may deem best, as the basis of this opinion, and that it may be subject to my being provided with a copy should it be desired.

SUMMARY.

I find from said abstract that all of the lands referred to in the caption thereof, amounting to 11,891.08 acres, were deeded to the Western Railway Company by the Trustees of the Internal Improvement Fund under date of July 1, 1890; that on July 27, 1892, the Western Railway Company deeded said lands, amounting to 11,891.08 acres, to Dexter Hunter, O. A. Buddington and W. J. Wilson; that on July 8, 1891, Hunter, Buddington and Wilson and their wives and the Southwestern Railway Company reconveyed certain of these lands, amounting to 9,051.08 acres, to the Trustees of the Internal Improvement Fund of the State of Florida; that there are no other conveyances or incumbrances relating to the main title of said lands or any of them, save and except those referred to in said abstract being based upon tax sales.

I find further, that as a matter of law that said lands were exempt from taxation prior to the year 1891 and subsequent to the year 1900; that there are 48 items set forth in said abstract that are subject to this disposition; I find further, that all sales that were redeemed or cancelled would not be a legal basis upon which to issue a tax deed, and that there is in this abstract 177 items above enumerated under the head of "Tax Sales redeemed

or Cancelled" of this class; that there are twenty-two tax certificates in the Clerk's office undisposed of that should be cancelled as referred to in the item of this report under "Tax Sales Certificates," which I recommend; that there are thirteen tax sale certificates in the Clerk's office undisposed of and should either be cancelled or redeemed, which I recommend; that there appears to have been eight sales for the non-payment of taxes on certain of these lands subsequent to 1900, during which time the lands were exempt from taxation, which findings dispose of all the items in the abstract except 11 under the head of "Tax Deeds," "List and Acreage," which have been set forth more at length, showing by items of the abstract to whom tax deeds were issued, the description of the lands and acreage which has been treated at greater length for reasons which I trust will be apparent, resulting in my having reached the conclusion that all of said tax sales were irregular for reasons stated, and that the tax deeds thereunder were invalid.

By your resolution on the subject I was "requested to examine the titles to said lands, prepare an abstract of title thereof and to advise the Trustees of their rights in the premises." Having caused the abstract of title to said lands to be prepared, and having fully examined the same and the law governing the legal questions involved as set forth and indicated by the above report, I have reached the conclusion that the Trustees of the Internal Improvement Fund of Florida are vested with the legal title to 9,051.08 acres of land described in the deed to them by the railway company, Hunter, Buddington, Wilson, et al., under date of July 8, 1899, and that all persons having entered, occupied or used any of said lands, the timber or products therefrom, upon any pretext or claim based upon any of the above enumerated tax sales have done so without valid or legal title, and are liable as trespassers for the value of property or products derived from

the land or the trees thereon, situate as of the dates of its conversion.

All of which is respectfully submitted.

Yours very truly,

W. S. JENNINGS,

Counsel for the Trustees of the Internal Improvement
Fund of Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., April 9, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor,

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

The H. & W. B. Drew Co., 2 yds. tracing cloth	\$.96
Jos. Price, Clk. Cir. Ct. Putnam Co., recording deed for Trustees	3.15
Buffalo Forge Company, pinion and shaft for No. 1 Forge40
J. J. Hodges, Dep. Clerk U. S. Court, cost of court in re Kittel vs. Trustees	41.75
Adkinson & Cox, work on buglar-proof safe for Trustees	2.00
John W. Newman, Engineer, salary for month of March	150.00
Reed A. Bryan, expenses of operating dredges for month of February, 1907—miscellaneous	223.89

Capital City Bank, of Tallahassee, for Reed A. Bryan, Agent, pay-roll for two weeks ending March 16, 1907 331.75

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., April 12, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales made under order of the Trustees of the Internal Improvement Fund of the State of Florida, directing him to sell scattered tracts of swamp and overflowed lands, where not less than \$2.00 per acre is offered:

To E. H. Morgan and Mellie M. Morgan, Nw $\frac{1}{4}$ of Sec. 3, Tp. 37 S., R. 25 E., containing 157.54 acres, at \$2.00 per acre.

To Mrs. Davie Lindsay Worcester, Lots 1 and 5 of Sec. 26, and lots 3 and 4 of Sec. 35, Tp. 36 S., R. 17 E., containing 120.93 acres, at \$2.00 per acre.

To Isaac H. Trabue, Lot 1 of Sec. 1, Tp. 43 S., R. 20 E., containing 16.45 acres, at \$2.00 per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., April 18, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Capital City Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll for dredges Evedglades and Okeechobee and dynamite crew, and for miscellaneous expenses month of March, 1907..\$1,404.74

Reed A. Bryan, agent, sundry expenses for month of March, 1907, in re drainage..... 201.34

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., April 26, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Mr. W. J. Hillman, representing the Hillman-Sutherland Company, appeared before the Trustees and offered to take up and carry out the proposition of the Trustees which had been agreed upon for the purchase of the lands hereinafter described, at the price stipulated, and for

which a draft had been sent and payment declined on or about June 4th, 1906, and in addition, offering to pay eight per cent. interest on the amount of the purchase money from the date of said draft to the present. And further agreeing to pay the Trustees the amount they had expended for an abstract of said lands, the Trustees to furnish the said Hillman-Sutherland Company a copy of said abstract.

It being shown to the Trustees that the said company had purchased the greter part of said lands from parties who held tax deeds, under sales made while the lands were the property of the Southwestern Railroad Company, or their assigns, and the records in Clay County did not indicate that the State had any claim to the lands. The Trustees recognized that there was no moral and equitable right vested in said Hillman-Sutherland Company, and perhaps a legal title to several thousand acres of said land, therefore the Trustees agreed and directed that the Commissioner of Agriculture prepare a deed or deeds for the following lands at 53 2-3 cents per acre, viz:

	Sec.	Tp.	R.	Acres.
Ne $\frac{1}{4}$, E $\frac{1}{2}$ of Nw $\frac{1}{4}$, Ne $\frac{1}{4}$ of Se $\frac{1}{4}$ and S $\frac{1}{2}$ of Sw $\frac{1}{4}$	12	E.	23	362.38
Se $\frac{1}{4}$	14	E.	23	160.98
Sw $\frac{1}{4}$	11	7	23	160.34
W $\frac{1}{2}$ of Ne $\frac{1}{4}$, Nw $\frac{1}{4}$, N $\frac{1}{2}$ of Sw $\frac{1}{4}$ and Se $\frac{1}{4}$ of Sw $\frac{1}{4}$	13	7	23	361.30
W $\frac{1}{2}$ of Ne $\frac{1}{4}$ and N $\frac{1}{2}$ of Nw $\frac{1}{4}$	14	7	23	160.32
Nw $\frac{1}{4}$ of Sw $\frac{1}{4}$ and S $\frac{1}{2}$ of Sw $\frac{1}{4}$	27	7	23	120.34
Se $\frac{1}{4}$ of Se $\frac{1}{4}$	29	7	23	40.04
Sw $\frac{1}{4}$ of Ne $\frac{1}{4}$, S $\frac{1}{2}$ of Nw $\frac{1}{4}$ and Se $\frac{1}{4}$ of Se $\frac{1}{4}$	33	7	23	160.62
E $\frac{1}{2}$ of Se $\frac{1}{4}$	8	4	24	80.10
Sw $\frac{1}{4}$ of Nw $\frac{1}{4}$, S $\frac{1}{2}$ of Se $\frac{1}{4}$, and N $\frac{1}{2}$ of Sw $\frac{1}{4}$	18	4	24	200.20
Se $\frac{1}{4}$ of Se $\frac{1}{4}$	28	4	24	40.18
W $\frac{1}{2}$ of Ne $\frac{1}{4}$ and Se $\frac{1}{4}$ of Se $\frac{1}{4}$	34	4	24	119.78
Lot 5	1	5	24	50.06
Lot 1	3	5	24	40.00

Nw $\frac{1}{4}$ of Ne $\frac{1}{4}$	35	5	24	40.04
S $\frac{1}{2}$ of Se $\frac{1}{4}$ and E $\frac{1}{2}$ of Sw $\frac{1}{4}$	4	6	24	160.84
E $\frac{1}{2}$ of Sw $\frac{1}{4}$	8	6	24	79.79
Sw $\frac{1}{4}$ of Ne $\frac{1}{4}$	13	6	24	40.04
N $\frac{1}{2}$ of Se $\frac{1}{4}$	5	7	24	80.48
S $\frac{1}{2}$ of N $\frac{1}{2}$ of Sw $\frac{1}{4}$	8	7	24	80.33
E $\frac{1}{2}$	18	7	24	320.51
Se $\frac{1}{4}$ and Se $\frac{1}{4}$ of Sw	27	7	24	200.15
W $\frac{1}{2}$ of Se $\frac{1}{4}$ and W $\frac{1}{2}$	29	7	24	400.75
Lot 1 of Ne $\frac{1}{4}$ (or S $\frac{1}{2}$ of Ne $\frac{1}{4}$).....	2	8	24	80.07
Sw $\frac{1}{4}$ of Se $\frac{1}{4}$ and Se $\frac{1}{4}$ of Sw $\frac{1}{4}$	31	6	25	79.84
Sw $\frac{1}{4}$ of Se $\frac{1}{4}$ and S $\frac{1}{2}$ of Sw $\frac{1}{4}$	5	7	25	119.74
All	7	7	25	640.08
Nw $\frac{1}{4}$ of Nw $\frac{1}{4}$ and S $\frac{1}{2}$ of Sw $\frac{1}{4}$	15	7	25	119.94
W $\frac{1}{2}$ of Nw $\frac{1}{4}$, Nw $\frac{1}{4}$ of Se $\frac{1}{4}$, S $\frac{1}{2}$ of Se $\frac{1}{4}$ and Sw $\frac{1}{4}$	17	7	25	360.49
All	19	7	25	640.72
N $\frac{1}{2}$, Nw $\frac{1}{4}$ of Se $\frac{1}{4}$, S $\frac{1}{2}$ of Se $\frac{1}{4}$ and S $\frac{1}{2}$ of Sw $\frac{1}{4}$	21	7	25	520.26
Ne $\frac{1}{4}$ of Sw $\frac{1}{4}$ and S $\frac{1}{4}$ of Sw $\frac{1}{4}$	23	7	25	120.45
All	27	7	25	640.00
All	29	7	25	641.68
Sw $\frac{1}{4}$ of Sw $\frac{1}{4}$	7	7	27	40.00
Ne $\frac{1}{4}$ of Sw $\frac{1}{4}$	20	7	27	40.00
Lot 4	33	7	27	58.00

Total Clay County.....7,560.84

And the following lands at \$1.34 1-6 per acre, viz:

		S.	E.	
Se $\frac{1}{4}$ of Ne $\frac{1}{4}$	26	5	23	39.88
N $\frac{1}{2}$ of Ne $\frac{1}{4}$, Se $\frac{1}{4}$ of Ne $\frac{1}{4}$, N $\frac{1}{2}$ of Nw $\frac{1}{4}$, N $\frac{1}{2}$ of Se $\frac{1}{4}$ and N $\frac{1}{2}$ of Sw $\frac{1}{4}$	33	7	23	361.40
Nw $\frac{1}{4}$	20	6	24	159.80
Nw $\frac{1}{4}$ of Nw $\frac{1}{4}$	22	7	24	40.06
N $\frac{1}{2}$ of Nw $\frac{1}{4}$	30	7	24	80.18

Total Clay County..... 681.32

Ne $\frac{1}{4}$ of Se $\frac{1}{4}$	28	3	24	40.07
W $\frac{1}{2}$ of Se $\frac{1}{4}$	32	3	24	80.69
Sw $\frac{1}{4}$ of Sw $\frac{1}{4}$	34	3	25	40.54
Total Duval County				161.30

Which sums per acre cover the amount of 50 cents per acre and \$1.25 per acre, including the interest agreed upon, as above stated.

It was further agreed and directed that the said Hillman-Sutherland Company is not to be held liable for trespass by the State or the Trustees of the Internal Improvement Fund for any trespass they may have committed upon any of the lands covered by the deed to the said Railroad Company or its representatives, from the Trustees, or that were conveyed by the Railroad Company to the Trustees or the State in pursuance of an act of the Legislature of 1899, the said Hillman-Sutherland Company having been innocent purchasers of the lands without notice that the State claimed title by re-conveyance to the Trustees. The said Hillman, for said company, agreeing to settle on a reasonable basis for any trespass on any of said lands, other than those in the deed by said Railroad Company or its representatives, to the Trustees, even though said company may have operated under tax deed or deeds from other parties.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., April 27, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture then reported the following sales made under order of the Trustees of the Internal Improvement Fund of the State of Florida, directing him to sell scattered tracts of swamp and overflowed lands, where not less than \$2.00 per acre is offered, viz :

To N. D. Wainwright, Lot 6 (Sw $\frac{1}{4}$ of Sw $\frac{1}{4}$) Sec. 36, Tp. 5 S., R., 21 E., containing 42 acres at \$2.00 per acre.

To James I. Mobley, Ne $\frac{1}{4}$ of Se $\frac{1}{4}$ of Sec. 3, Tp. 28 S., R. 17 E., containing 41.71 acres at \$2.00 per acre.

And to Frank Adams S $\frac{1}{2}$ of Lots 4 and 5 of Sec. 8, Tp. 1 N., R. 11 E., containing 81.50 acres of Internal Improvement Land proper, at \$1.10 per acre, as directed by Trustees on 17th day of April, Mr. Adams having produced satisfactory evidence that all the timber of value had been cut and that said land was not worth over said amount.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., May 2, 1907.

Trustees met in Executive office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. H. Ellis, Attorney General.
W. V. Knott, State Treasurer.
B. E. McLin, Commissioner of Agriculture.

The following order of Judge Charles Swayne was presented and ordered spread upon the minutes:

IN THE UNITED STATES CIRCUIT COURT, NORTH-
ERN DISTRICT OF FLORIDA,
AT PENSACOLA.

SOUTHERN STATES LAND AND TIMBER COMPANY VS. NAPOLEON B. BROWARD, A. C. CROOM, W. H. ELLIS, W. V. KNOTT AND B. E. MCLIN, AS TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, AND THE WISNER LAND COMPANY, THE FLORIDA COAST LINE & TRANSPORTATION CO. ET AL.

This cause coming on to be heard upon the application of the complainant for an interlocutory injunction, according to the prayer of the bill, and the same having been argued by counsel for the complainant and for the defendants, Trustees aforesaid, and having been considered by the Court,

IT IS ORDERED, That the said defendants, Napoleon B. Broward, A. C. Croom, W. V. Knott and B. E. McLin, and each of them, be and are hereby enjoined from selling or disposing of any of the lands excepting one hundred thousand (100,000) acres hereinafter mentioned, patented to the State of Florida by the United States under the Act of Congress of September 28, 1850, not heretofore sold or disposed of, and from pledging, incumbering or otherwise charging the same or any part thereof for the purpose or disposed of, and from pledging, incumbering or otherwise charging the same, or ay part thereof for the purpose of drainage or reclamation, under any contract with any person or corporation, or otherwise, until the further order of the Court. The said Trustees shall, however, have the right to sell or otherwise dispose of, said lands, a number of acres not exceeding one hundred thousand,

for the purpose of using the proceeds for reclamation and drainage, and shall have the right, after six months from this date, to make application to the Court for further order touching the further sale or disposition of said lands, for the purpose of reclamation and drainage and paying the expenses of the trust.

This injunction shall stand dissolved unless the complainant shall, within twenty days from this date, execute and file in the office of the Clerk of this Court a bond, with two good and sufficient sureties, to be approved by the Clerk of said Court, in the sum of ten thousand dollars (\$10,000), conditioned to pay to the said defendants, Trustees as aforesaid, such damages as they may sustain by the issuing of this injunction if the same shall be dissolved.

CHARLES SWAYNE,

May 2, 1907.

Judge.

The following resolutions were adopted and ordered spread upon the minutes:

Resolved, That hereafter the Secretary keep a strict account of the swamp and overflowed lands sold under the above order by Judge Charles Swayne, and that the proceeds thereof shall be used exclusively for the purposes of drainage and reclamation.

Resolved, That the order heretofore made to pay bills for current expenses from the Internal Improvement Fund proper, be and is hereby suspended.

Resolved, That hereafter no land shall be sold for less than three dollars per acre except upon an express order passed by the Trustees and spread upon the minutes.

The Commissioner of Agriculture reported the following sales made under order of the Trustees of the Internal Improvement Fund of the State of Florida, directing him to sell scattered tracts of swamp and overflowed lands where not less than \$2.00 per acre is offered, viz:

To Mathilde G. Kittel, Lot 1 of Sec. 34, Tp. 5 S., R. 9 W., containing 15.00 acres at \$2.00 per acre, on April 29, 1907.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., May 16, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales made under order of the Trustees of May 2, 1907, directing him to sell swamp and overflowed lands at not less than \$3.00 per acre, viz:

May 9, to Telfair Stockton, the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 28, T. 31 S., R. 22 E., NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 17, and S $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec. 21, T. 32 S., R. 22 E., containing 160.90 acres at \$3.00 per acre.

May 13, to E. R. Childers, the NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 6, T. 33 S., R. 26 E., containing 119.85 acres at \$2.00 per acre.

May 16, to J. J. Heard, NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 9, T. 38 S., R. 24 E., containing 40 acres at \$2.00 per acre.

And to De Soto Fruit Co., SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 4, T. 39 S., R. 24 E., containing 40 acres at \$2.00 per acre.

And to J. C. Chapline, Lot 1, Sec. 21, T. 36 S., R. 17 E., containing 37.15 acres at \$2.00 per acre.

As the checks had been mailed to the Commissioner of Agriculture in payment of above lands, in reply to office

letter quoting the price at \$2.00 per acre, before the order of May 2 raising price was made, the Trustees order the said sales completed.

And to J. C. Joyner, Lot 2, Sec. 10, T. 2 N., R. 16 E., containing 39.50 acres at \$1.60 per acre as directed on March 27, 1907, by Trustees; the said Joyner having purchased said lot several years ago of E. Brown, who had a tax deed to it, all timber having been cut as stated by McCall and Small Special agents of Trustees to look up all trespasses on State lands who state that \$1.00 per acre is all the land is worth.

The following communication from Hon. B. E. McLin, Commissioner of Agriculture, was received and ordered spread upon the minutes:

Tallahassee, Fla., May 15, 1907.

Hon. W. M. McIntosh, Jr., Secretary of the Trustees of the I. I. Fund of Florida, Tallahassee, Fla.

Dear Sir:

I herewith enclose you check number 3808 of Hillman-Sutherland Co., on the Florida National Bank of Jacksonville, Fla., for \$425.00, which I have just received from them in payment for abstracts to lands covered by deeds numbered 16,029 and 16,030, issued to said Company by the Trustees, under an order of April 26th, 1907. Please give the usual receipt and oblige,

Yours very truly,

B. E. McLIN,

Commissioner of Agriculture.

The receipt referred to, numbered 224, dated May 16, 1907, was duly given.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., May 27, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following papers were ordered spread upon the minutes:

IN THE UNITED STATES CIRCUIT COURT, NORTH-
ERN DISTRICT OF FLORIDA,
AT PENSACOLA.

SOUTHERN STATES LAND AND TIMBER COMPANY vs. NAPO-
LEON P. BROWARD, A. C. CROOM, W. H. ELLIS, W. V.
KNOTT AND B. E. MCLIN, AS TRUSTEES OF THE INTER-
NAL IMPROVEMENT FUND OF THE STATE OF FLORIDA,
AND THE WISNER LAND COMPANY, THE FLORIDA COAST
LINE AND TRANSPORTATION COMPANY, ET AL.

This cause coming on to be heard, upon the application of complainant for a modification of the interlocutory injunction be and is hereby modified, so that it shall read May, 1907, and it appearing that such modification is proper for the protection of the rights of the complainant intended to be protected by the said order heretofore granted:

Now, therefore, it is ordered that the said interlocutory injunction be and is hereby modified, so that it shall read as follows:

It is ordered that the said defendants, Napoleon B. Broward, A. C. Croom, W. H. Ellis, W. V. Knott and B. E. McLin, as Trustees of the Internal Improvement Fund of the State of Florida, and each of them, and their successors in the said trusts, be and are hereby enjoined until the further order of this Court from selling or disposing of any of the lands described in the exhibits attached to the bill of complaint in this cause, and from selling or disposing of any of the other lands patented to the State of Florida by the United States, under the Act of Congress of September 28, 1850, not heretofore sold or disposed of and from pledging, incumbering or otherwise charging the same, or any part thereof, for the purpose of drainage or reclamation, under any contract with any person or corporation, or otherwise.

There is exempted from the operation of this order lands of those granted to the State of Florida by the United States under the Act of Congress of September 28, 1850, of an acreage not exceeding one hundred thousand acres (100,000) and a selling value not exceeding fifty thousand dollars (\$50,000), such lands to be selected by the Trustees or their successors in trust. However, none of the lands described in the exhibits to the Bill of Complaint are included in this exemption. The defendants, Trustees, or their successors in trust, may, after six months from this date, apply to this Court for further order, exempting other lands from the operation of this injunction. Nothing in this order shall be construed as a determination of the rights of the parties to this suit to the lands involved in this suit.

This injunction shall stand dissolved unless the complainant shall, within twenty days from this date, execute and file in the office of this Court, a bond, with two good and sufficient sureties, to be approved by the Clerk of said Court, in the sum of ten thousand dollars (\$10,000) conditioned to pay to the said defendants, Trustees, as aforesaid, such damages as they may sustain by the issuance of this injunction if the same shall be dissolved.

CHAS. SWAYNE, Judge.

Endorsed: Southern States Land & Timber Company
vs. N. B. Broward et al, Trustees, et al. Order filed May
20, 1907, F. W. MARSH, Clerk.

United States of America,
Northern District of Florida.

I, F. W. Marsh, Clerk of the Circuit Court of the United
State in and for the Northern District of Florida, and the
Fifth Judicial Circuit, hereby certify that the foregoing
contains a true and correct copy of the original order
as the same remains on file and of record in said Court.

(Seal.)

In testimony whereof, I have
hereunto set my hand and the
seal of said Court at the City of
Pensacola in said District, this
21st day of May, A. D. 1907.

F. W. MARSH, Clerk.

Jacksonville, Fla., May 17, 1907.

Subject: Southern States Land and Timber Company vs.
Trustees of the I. I. Fund of Florida, et al.

The Trustees of the Internal Improvement Fund of the
State of Florida, Tallahassee, Fla.

Gentlemen:

Solicitors for the complainant in the above entitled
cause have caused to be served upon me a copy of a notice,
and I presume have forwarded a copy of the same notice
to you that the complainant will apply to the Honorable
Chas. Swayne, Judge of said Court, at Pensacola, on the
20th day of May, 1907, at ten o'clock a. m., or as soon
thereafter as counsel can be heard, to modify the injunc-
tional order heretofore granted in this case on May 2nd,
1907, so that it shall stand substantially in the form
attached to said notice which is, in substance, a revoca-
tion of the rights granted under the former order to the
Trustees to sell the swamp and overflowed lands for drain-
age and reclamation purposes, except upon application

made to the Judge, setting forth the description of the lands included in the proposed sale; the proposed terms and conditions of said sale, etc., and prohibiting the sale of any of the lands described in exhibit filed with said bill.

This, of course, is a very important matter, and it is my purpose to proceed to Pensacola on Sunday's train to be present at the hearing of this motion on the 20th instant.

Yours very truly,

W. S. JENNINGS,

General Counsel.

IN THE UNITED STATES CIRCUIT COURT, NORTH-
ERN DISTRICT OF FLORIDA,
AT PENSACOLA.

THE LOUISVILLE & NASHVILLE RAILROAD COMPANY vs. NA-
POLEON B. BROWARD, A. C. CROOM, W. H. ELLIS, W. V.
KNOTT AND B. E. MCLIN, AS TRUSTEES OF THE INTER-
NAL IMPROVEMENT FUND OF FLORIDA, THE TALLAHAS-
SEE SOUTHEASTERN RAILROAD COMPANY, NEILL G.
WADE AND THE ATLANTIC LUMBER COMPANY, DE-
FENDENTS.

This cause coming on to be heard upon the application of the complainant for a final decree upon the pleadings and proof, and it appearing that the intervention of the Atlantic Lumber Company has been dismissed by the Atlantic Lumber Company; that the Bill of Complaint has been dismissed as to Neill G. Wade by the complainant; and a decree *pro confesso* against the Tallahassee Southeastern Railroad Company has been duly and lawfully entered, and the same having been argued by the solicitors for the complainant and the said defendants, Trustees, and considered by the Court and it being advised of its decree;

And it further appearing that after the institution of this suit and the service of the process therein upon the said defendants, Trustees, or their predecessors in office, sold the lands described and embraced in Exhibit "A" less the lands embraced in Exhibit "B" to the Bill of Complaint to Neill G. Wade on July 3, 1902, for the sum of two hundred and twenty-three thousand, eight hundred and twenty-four dollars (\$223,824.00) and that they and their predecessors in office, have since said sale had the said sum in their possession and invested at the rate of 2 1-2 per cent. per annum, and said defendants now have in their possession the said sum and the said interest; and the complainant electing to have a decree against the said defendants, Trustees, for the said sum of money so received; and the Court being of the opinion that the complainant was at the time of the conveyance by the said defendants, Trustees, and their predecessors in office, to the said Neill G. Wade entitled to a conveyance by the defendants, Trustees, to it of the lands embraced in Exhibit "A" less the lands embraced in Exhibit "B" to the Bill of Complaint and sold to the said Neill G. Wade, and is entitled at its election, to receive from them the said sum of money so realized by the said sale, with interest as aforesaid.

Now, therefore, it is ordered, adjudged and decreed that the said defendants, Napoleon B. Broward, A. C. Croom, W. H. Ellis, W. V. Knott and B. E. McLin, Trustees of the Internal Improvement Fund of Florida, and their successors in office, be and are hereby required to pay to the complainant within thirty (30) days from this date, the said sum of two hundred and twenty-three thousand, eight hundred and twenty-four dollars (\$223,824.00) with interest thereon from July 3, 1902, to this date, at the rate of 2 1-2 per cent. per annum; to-wit: the interest amounting to twenty-seven thousand, two hundred and seventy-eight and 55-100 dollars (\$27,278.55), the said principal and interest aggregating two hundred and fifty-one thousand, one hundred and two and 55-100 dollars (\$251,102.55) with interest at the rate of eight per cent. per annum; and that in default of said payment within

said time the complainant do have execution against the said defendants, their lands and tenements, goods and chattels, for the said sums so decreed, as aforesaid, and that until the said payment shall be made by the said defendants to the complainants, as herein decreed, the said defendants are enjoined and restrained from using, disposing of, or incumbering in any wise, the said money, or from paying it, or any part thereof, to any person other than the complainant.

It is further ordered, adjudged and decreed that the said defendants, Trustees, do pay all the costs of this cause, except the costs incurred in the prosecution of the intervention of the Atlantic Lumber Company, and in the prosecution of this cause as to Neill G. Wade, and the prosecution of this cause as to the Tallahassee Southeastern Railroad Company, the costs payable by the said defendants, Trustees, being hereby taxes at _____.

It is further ordered, adjudged and decreed that the Tallahassee Southeastern Railroad Company, do pay the costs incurred in the prosecution of this suit as to the Tallahassee Southeastern Railroad Company; that the complainant do pay the costs incurred in the prosecution of this suit as to Neill G. Wade; and that the complainant do have execution against the said Tallahassee Southeastern Railroad Company for the costs taxable against the said defendant, which are hereby taxed at \$_____.

Done in open court, in the City of Pensacola, Florida, this..... day of May, A. D. 1907.

(Signed)

CHAS. SWAYNE, Judge.

United States of America,
Northern District of Florida.

I, F. W. Marsh, Clerk of the Circuit Court of the United States for the Northern District of Florida, do hereby certify that the foregoing is true and complete and correct copy of a certain final decree and order made and entered in said Court, in the cause therein specified as

remains of record and on file in the office of said Clerk.

(Seal.) Witness my hand and the seal
of said Court, at the City of
Pensacola, this, 23rd day of
May, A. D. 1907.

F. W. MARSH, Clerk.

Jacksonville, Fla., May 28, 1907.

LOUISVILLE & NASHVILLE R. CO. vs. TRUSTEES OF I. I. FUND.
(U. S. Court at Pensacola.)

Trustees of the Internal Improvement Fund of the State
of Florida, Tallahassee, Fla.

Gentlemen :

The above entitled cause has been standing upon an order referring the cause to a Special Examiner to take testimony since November, 1904. During the latter part of April, 1907, a statement prepared by the Honorable Commissioner of Agriculture relating to the status of certain lands was admitted in evidence under stipulation of counsel for the respective parties. About the 3rd instant, solicitors for the complainant announced that they had concluded taking testimony on behalf of the complainant. This was followed by notice that complainant's solicitors had set the case down for final hearing on May 23rd, requiring notice thereof to be entered in the Order Book of said Court and serving final notice on solicitors for the defendants, Trustees. Following which, I filed a motion for an extension of time in which to take testimony on behalf of the defendants until the 25th instant, giving notice of calling up the motion for extension of time to be heard before Judge Swayne on the 18th instant. By agreement of counsel, the hearing on the 18th was postponed until the 20th instant, at which time the matter was argued by counsel for the respective parties, and the application for an extension of time denied. Application was then made for the admission of portions of

the Petition of Intervention by John A. Henderson, relating to the bonds that are alleged in defendant's answer to appear to be outstanding, and with an order made on said application by Judge Swayne agreed to, and signed by counsel for the complainant, which was denied by counsel for the complainant, and the cause was set for final hearing and heard on the 21st instant.

I desire to say in this connection that the stipulation of counsel filed in said cause prior to 1906 covered all questions of fact raised in the cause, and the case, I consider, was fully covered by the stipulation so filed.

I am just in receipt of notice and a copy of the final decree entered in said cause, a copy of which, I understand, has been furnished the Secretary of the Trustees, which is self-explanatory. The rate of interest having been fixed at 2 1-2 per cent. to the date of the decree and will carry interest from the date thereof.

I am also in receipt of a copy of the order fixing the bond at ten thousand dollars for the appeal; a copy of which, I understand, has also been furnished the Secretary of the Trustees.

I suggest that this final decree and the order fixing the ten thousand dollar bond, be spread upon the minutes of the Trustees.

I will give the matter of appeal from this decree my immediate attention.

Yours very truly,

W. S. JENNINGS,

General Counsel.

Jacksonville, Fla., May 25, 1907.

Subject: Southern States Land & Timber Co. vs. Trustees I. I. Fund. United States Court, Pensacola, Fla.

Trustees of the Internal Improvement Fund of Florida,
Tallahassee, Florida.

Gentlemen:

Messrs. Blount and Blount and Carter, solicitors for

the complainant in the above entitled cause, served notice upon me as counsel for the Trustees, that an application for a restraining order according to the prayer of the bill filed in the above entitled cause on or before the 23rd day of April, 1907, a copy of which notice is handed you herewith.

(2) I also hand you herewith an excerpt from the prayer of the bill referred to.

In pursuance of said notice I proceeded to Pensacola, where the cause was submitted and argued by counsel for the respective parties.

An order was granted in accordance with the prayer of the bill, except in certain particulars, among them being the exception made to the order of one hundred thousand acres of the lands in question granting the said Trustees the right to sell, or otherwise dispose of said lands, for the purpose of using the proceeds for reclamation and drainage, which order was granted May 2nd, 1907, a copy of which has been furnished to the Secretary of the Trustees.

Later, another notice was served on me as solicitor for defendants of an application to be made to Judge Swayne on the 20th day of May, 1907, to modify the injunctive order granted on May 2nd, 1907, so that "it shall stand substantially in the form attached to the notice"; a copy of which is handed you herewith.

A copy of the accompanying proposed order referred to in the notice, has been furnished the Secretary, which can be easily identified by a reference to the first paragraph, in which it refers to the modification of the injunctive order heretofore granted on the 2nd day of May, 1907, for the protection of the rights of the complainant, etc.

Under this notice I proceeded to Pensacola, and the application for modification of the said injunction was argued by counsel for the respective parties and an order was made under date of May 20th, 1907, exempting from said order one hundred thousand acres, and of the selling value not exceeding \$50,000.00; such lands to be selected by the Trustees or their successors in trust, etc., a copy

of which order has been furnished the Secretary of the Trustees.

I suggest that all of the above and foregoing papers be made a matter of record and spread upon the minutes of the Trustees of the Internal Improvement Fund.

Yours very truly,

W. S. JENNINGS,

General Counsel.

IN THE UNITED STATES CIRCUIT COURT, NORTH-
ERN DISTRICT OF FLORIDA,
AT PENSACOLA.

SOUTHERN STATES LAND AND TIMBER COMPANY vs. NAPO-
LEON P. BROWARD, A. C. CROOM, ET AL, TRUSTEES OF
THE I. I. FUND OF FLORIDA.

You will please take notice: that the complainant will apply to the Honorable Charles Swayne, Judge of said Court, at Pensacola, on the 20th day of May, 1907, at 10 o'clock a. m., or as soon thereafter as the same can be heard, to modify the injunctinal order heretofore granted in this case, to-wit, on May 2nd, 1907, so that it shall stand substantially in the form hereto attached.

Solicitors for Complainant.

To Messrs W. H. Ellis and W. S. Jennings, Solicitors for Defendants, Trustees.

IN THE DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT
OF FLORIDA.

Southern States Land and Timber Company vs. N. B. Broward, A. C. Croom, W. H. Ellis, W. V. Knott and B. E. McLin.—Prayer of Bill.

And in the meantime the said defendants, Trustees,

and each of them, may be enjoined from selling or disposing of any of the lands patented to the State of Florida by the United States, under the Act of Congress of September 28, 1850, and from pledging, incumbering or otherwise charging the same, or any part thereof, for the purpose of drainage or reclamation, under any contract with any person or corporation, or otherwise, and that the complainant may have such other and further relief in the premises as the nature and circumstances of this case may require and as to this Honorable Court shall seem meet.

May it please this Honorable Court to grant unto the complainant a perpetual writ of injunction enjoining and restraining the said defendants, the said Trustees, and each of them, from selling or otherwise disposing of, and from pledging, incumbering, or otherwise charging, for the purpose of drainage or reclamation, under any contract, with any other person, firm or corporation, or otherwise, any of the lands granted to the said State of Florida under the Act of Congress of September 28, 1850.

IN THE UNITED STATES CIRCUIT COURT, NORTH-
ERN DISTRICT OF FLORIDA.

The Southern States Land and Timber Company, a Corporation, vs. N. B. Broward, A. C. Croom, B. E. McLin, W. H. Ellis and W. V. Knott as Trusees, et al.

The defendants, Trustees as before named, will please take notice that the complainant has filed in the said Court a Bill of Complaint against them, wherein the complainant has prayed that the Court shall enjoin the sale or other disposition by them of any of the lands mentioned in said petition, to wit: the lands embraced in certificates heretofore given by the Trustees of the Internal Improvement Fund of the State of Florida, to the Louisville and Nashville Railroad Company, or the Pensacola and Atlantic Railroad Company to the said Complainant, and also to all the swamp and overflowed lands derived

by the State of Florida from the United States under the Act of Congress of September 28, 1850, the title of which yet remains in the said defendants, Trustees, and that an application for a restraining order according to the prayer of said bill be made to the Honorable Charles Swayne, Judge of said Court, at Pensacola, Florida, on the 23rd day of April, A. D. 1907, at ten o'clock a. m., or as soon thereafter as the same can be heard.

BLOUNT & BLOUNT & CARTER,
Solicitors for Complainant.

The Trustees then adjourned.

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., May 29, 1907.

The Trustees met in Executive Office.

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

W. S. Jennings, General Counsel, incidental expenses, R. R. fare, etc., in representing Trustees.	\$324.86
Merrill-Stevens Company, iron work and other material for dredges.....	909.18

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., May 30, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was approved and ordered paid:
 W. S. Jennings, General Counsel, part payment
 on salary.....\$2,500.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., June 4, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

Fatherstone Foundry and Machine Co., material used for dredges.....	\$2,630.74
The East Coast Railway Co., transportation charges on material for dredges.....	473.43
Frank T. Budge, material used on dredges....	1,215.40
Reed A. Bryan, agent, expense account in operating dredges for month of April.....	189.93
Stranahan & Co., supplies for dredges during month of March, April and May.....	812.68
W. H. Albritton, meats furnished for dredges..	36.73
D. M. Bloodworth, beef furnished for dredge Okeechobee	35.77
E. F. Houghton & Co., machine oil for dredges..	72.32
G. S. Baxter & Co., lumber for use on dredges..	430.00
P. N. Bryan & Sons, fuel for dredges.....	848.00
John W. Newman, salary as engineer.....	150.00
T. Murphy Iron Works, work and material for dredges	33.38
A. Hardee, hardware for dredges.....	6.00
Florida Electric Company, lamps for dredges...	28.80

F. W. Marsh, fees as Clerk in U. S. Court in cases for and against Trustees.....	59.49
Capital City Bank for Reed A. Bryan, pay-roll for April, 1907, dredges Okeechobee and Ever- glades, and miscellaneous.....	1.611.68
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., June 8, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following resolution was offered by Mr. Croom and
unanimously adopted by the Trustees:

Resolved, That from and after July 1, 1907, the Sec-
retary of the Trustees of the Internal Improvement Fund
shall receive five hundred dollars per annum and the
stenographer and recording clerk for the Trustees shall
receive one thousand dollars per annum.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., June 8, 3:30 p. m.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following applications to purchase lands were presented, considered and acted upon by the Trustees, as stated in each case:

Arthur Rhylander and J. M. Dowling applied to purchase 200 acres of land that had been held and used by them under an apparent title for several years, and it was directed that the Commissioner of Agriculture sell to the applicants, or either of them, the following described land, to-wit: N. $\frac{1}{2}$ of NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and N $\frac{1}{2}$ of SW. $\frac{1}{4}$, Sec. 28, Tp. 4 S., R. 20, and it appearing from written proof submitted that the land was not worth more than two dollars per acre, and it was ordered sold at that price.

W. T. Maloney applied to purchase for his mother, Mrs. E. Maloney, widow of W. C. Maloney, Lot 6, Sec. 14, T. 66 S., R. 29 E., containing 45.05 acres. The said land having been embraced in a pre-emption certificate issued to W. C. Maloney by the Trustees, February 4, 1883, as appears of record in the office of the Salesman, it was ordered that the Commissioner of Agriculture sell the land to Mrs. E. Maloney at \$3.00 per acre.

The application of Judge W. S. Bullock to purchase NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 25, Tp. 20, R. 28 was taken up and considered, and it appearing from the statements submitted that the land is of no value except for the marl thereon, which can be used for making hard roads, it was ordered that Judge Bullock, for the use and benefit of the County Commissioners of Marion County, be allowed to purchase said land at \$1.25 per acre.

C. W. Coxwell applied by letter to purchase the E $\frac{1}{2}$ of SW. $\frac{1}{4}$, Sec. 24, T. 27, R. 22 E., at two dollars per acre, and submitted statements by two citizens as to the quality of the land, and after considering the matter it was decided to allow Mr. Coxwell to enter the land at the price stated.

It appearing from letters presented, that the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 4, T. 5S, R. 19E., is largely under water, and J. W. Loadholster having offered \$1.50 per acre therefore, it was ordered that the land be sold accordingly.

G. E. Martin applied to purchase the NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$,

Sec. 12, T. 6S., R. 17E., and presented evidence to show that the land was of little value, but that it offered an outlet for him to the creek, and it was ordered that he be allowed to enter the land at one dollar per acre.

C. J. Clements, an actual settler on Lots 4 and 5, Sec. 23, T. 38S., R. 26E., containing 60.80 acres, and who made valuable improvements thereon, applied to purchase the same, submitting written statements to show that the land was largely inundated. It was ordered that Mr. Clements be allowed to enter one of said lots at \$5.00 per acre.

The application of J. B. Jordan for the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 23, T. 7S., R. 17E., accompanied by letters setting forth the quality thereof, was presented, and it was ordered that the land be sold to him at \$1.25 per acre.

It was ordered that a list of the swamp and overflowed lands on main land, not in original drainage district and not embraced in certificates, be printed, under the direction of the Commissioner of Agriculture in usual form.

The following report of Messrs. McCall and Small was presented and approved as to settlement with trespassers.

Lake City, Fla., June 4, 1907.

Trustees Internal Improvement Fund, Tallahassee, Florida.

REPORT FOR MAY, 1907.

Gentlemen:

As reported in our report for April, we collected \$84 from the Empire Lumber Company on account of trespass in Bradford County on the SW $\frac{1}{4}$, of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, of the SE $\frac{1}{4}$, NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Sec. 27, 4 S., 21 E. This company had worked the timber on this land one year for turpentine purposes, having used about 1,400 boxes. This was estimated by us and the company to have produced 14 barrels of crude gum, which, at six dollars per barrel, amounted to \$84, the amount paid us. This company, from the showing made to us, was an innocent trespasser.

We concluded a settlement with Mr. Arthur Rhylander during May, for the cutting and removing timber from Sections 22 and 28, Tp. 4 S., R. 20 E., and Section 34, Tp. 5 S., R. 20 E. Estimates on this property was that Mr. Rhylander had cut and removed from it three hundred and seventy-five thousand (375,000) feet of timber, which, at \$2.00 per thousand feet, amounted to \$750. After quite a lot of correspondence and personal investigation of the land in question and a number of rather lengthy interviews with Mr. Rhylander and his agent, we finally succeeded in getting him to make a settlement on this basis, and he paid us \$750 for trespass damages.

We also collected from the Atlantic Lumber Company the sum of \$180 for trespass, by using the trees for two years for turpentine purposes on the SW $\frac{1}{4}$ of NE. $\frac{1}{4}$, NW $\frac{1}{4}$ of SE. $\frac{1}{4}$, NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Section 27, 4 S, 2 E. This is the same land upon which the Empire Lumber Company had trespassed, and for which we collected \$84 as reported above. This latter company had used the land for two years, and we calculated had gotten from the trees thirty (30) barrels of crude gum, which, at \$6.00 per barrel, amounted to \$180. The company paid us that amount and we have given them a receipt in full, subject to confirmation of Trustees.

During May Mr. McCall was investigating trespasses in Polk County a portion of the time. We have also under investigation several other tracts which it is hardly necessary to mention in detail in this report. The trespass upon land in Clay County, and which we have discussed in our previous reports, have been settled by the Trustees.

RECAPITULATION.

Collection from the Empire Lumber Com- pany	\$ 84.00
Collection from Arthur Rhylander	750.00
Collection from Atlantic Lumber Compa- ny	180.00

We inclose our check on State Exchange Bank for \$507.00, being one-half of above collections.

Very respectfully submitted,

McCALL & SMALL,

Trespass Agents.

State of Florida, Columbia County.

Before me, the undersigned, this day personally came I. J. McCall and A. B. Small, who, being first duly sworn, say that the foregoing report is true.

I. J. McCALL,

A. B. SMALL.

Sworn to and subscribed before me at Lake City, in said County, on this the 4th day of June, 1907.

M. M. SCARBOROUGH,

(Seal.)

Clerk Circuit Court.

Concerning previous directions to the Salesman:

"It was ordered that the lands in the original drainage district, made under Act of 1905, and on the different keys, to be withdrawn from market and not sold until the further order of the Trustees and that the Salesman be directed to advise all applicants accordingly."

Applications were presented on behalf of W. W. Clyatt, the owner, according to the evidence presented, of the remaining interest in Palatka Military Reservation, Certificate No. 7, issued by the Commissioner of the General Land Office at Washington, D. C., on March 13, 1890, for authority to represent the State in selecting the 29.80 acres required to complete the entries under said scrip and on motion the Commissioner of Agriculture was authorized to issue the desired authority.

Attest:

The Trustees then adjourned.

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., June 10, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. Frank Adams appeared before the Trustees and offered to purchase all of the swamp and Internal Improvement Lands remaining unsold and not embraced in certificates, in the counties of Alachua and Columbia (except two sections) at one dollar per acre, and presented evidence to show that the land in question was in scattered parcels that had been on the market for years, and that during that time it had been trespassed upon to such an extent as to render a large portion thereof practically worthless, and it further appearing by the statements of two reliable citizens that the land was not worth more than one dollar per acre, it was ordered that Mr. Adams be allowed to enter the following described land:

March 7, 1907.

LIST OF SWAMP AND OVERFLOWED LANDS IN ALACHUA COUNTY.

	Sec.	Tp.	R.	Acres.
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$	12	7	14	80.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	31	9	14	40.49
W $\frac{1}{2}$ of NE $\frac{1}{4}$	31	7	16	80.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	28	9	16	40.31
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	10	16	40.04
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	9	6	19	40.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$	3	7	19	80.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	12	8	19	42.69
N $\frac{1}{2}$ of NW $\frac{1}{4}$	13	8	19	44.90
N $\frac{1}{2}$ of Lot 1.....	36	8	19	54.59
E $\frac{1}{2}$ of NW $\frac{1}{4}$	10	8	20	80.16

 Total Swamp and Overflowed Lands.....623.18

INTERNAL IMPROVEMENT LAND, ALACHUA COUNTY.

	Sec.	Tp.	R.	Acres.
E $\frac{1}{2}$	1	7	17	320.00
Lots numbered 1 and 2.....	13	7	17	123.12
NE $\frac{1}{4}$, W $\frac{1}{2}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$..	14	7	17	280.40
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	22	7	17	40.15
W $\frac{1}{2}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$	23	7	17	320.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$	36	6	18	80.00
Total Internal Improvement				<u>1,163.67</u>

LIST OF SWAMP LANDS IN COLUMBIA COUNTY.

	Sec.	Tp.	R.	Acres.
S $\frac{1}{2}$ of SW $\frac{1}{4}$	14	3	16	79.97
NW $\frac{1}{2}$ of NE $\frac{1}{4}$	1	2	17	40.09
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$	5	2	17	8019
S $\frac{1}{2}$ of SE $\frac{1}{4}$	34	4	17	77.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	36	4	17	37.24
E $\frac{1}{2}$ of NE $\frac{1}{4}$	13	5	17	80.53
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	8	1	18	39.81
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	2	18	40.11
W $\frac{1}{2}$ of NW $\frac{1}{4}$	25	2	18	79.94
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	30	4	18	40.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	35	4	18	39.83
Total Swamp and Overflowed.....				<u>634.71</u>

INTERNAL IMPROVEMENT LANDS.

	Sec.	Tp.	R.	Acres.
NE $\frac{1}{4}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$	36	5	17	159.56
W $\frac{1}{2}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$	12	6	17	120.33
W $\frac{1}{2}$ of SE $\frac{1}{4}$	26	6	17	79.52
Fractional E $\frac{1}{2}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$	11	7	17	374.54
N $\frac{1}{2}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$	14	7	17	120.30

E $\frac{1}{2}$ of NE $\frac{1}{4}$, N $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	7	17	241.05
NW $\frac{1}{4}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$	22	7	17	441.65
N $\frac{1}{2}$ of NE $\frac{1}{4}$	28	7	17	80.00
				<hr/>
Total Internal Improvement.....				1,617.01
				<hr/>
Total				2,251.72

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., June 10, 3 p. m., 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissione of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, having prepared an amended map of the lands embraced in U. S. Patent No. 137, in accordance with the request of the Trustees, and the same having been presented, examined and approved, it was

Resolved, That the amended official map of the Everglades, covering the lands embraced in U. S. Patent No. 137, prepared under the direction of the Hon. B. E. McLin, Commissioner of Agriculture, be, and the same is hereby adopted as official by the Trustees of the Internal Improvement Fund of the State of Florida, on this, the 10th day of June, A. D. 1907, and,

Resolved further, That the amended map be entered of record on a separate page of the minute book of the Trustees of the Internal Improvement Fund, and that a copy of said map, duly certified by the Secretary of the Trustees, be filed in the office of the Commissioner of Agriculture.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

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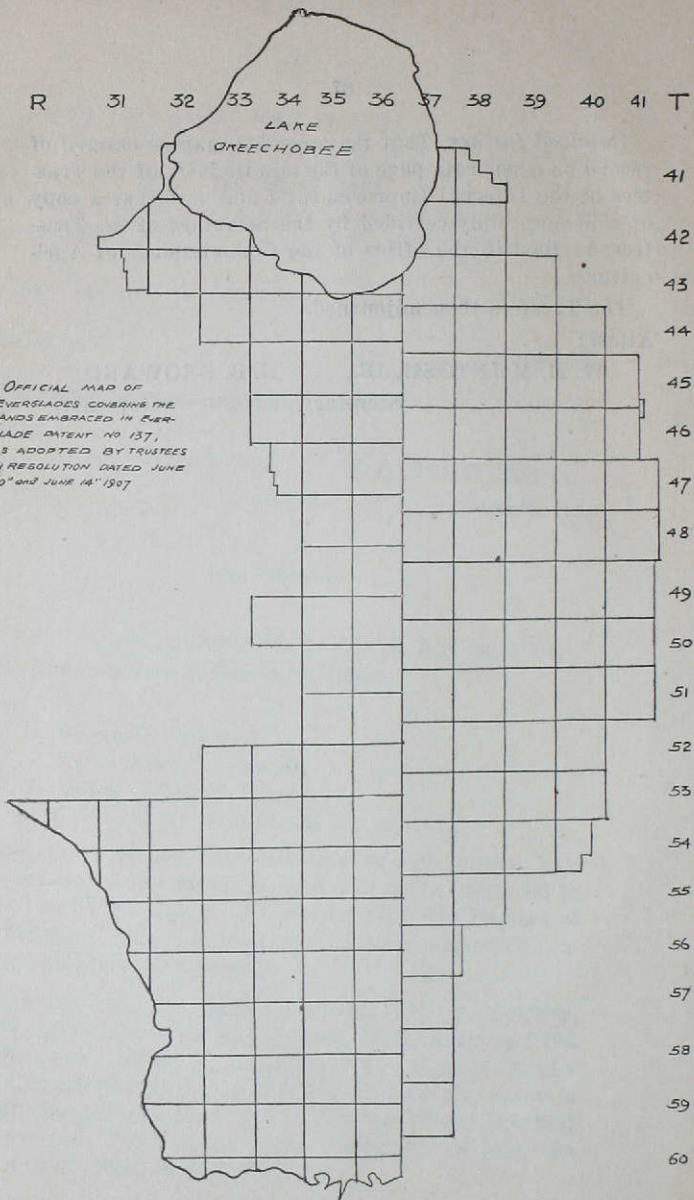
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OFFICIAL MAP OF
EVERGLADES COVERING THE
LANDS EMBRACED IN EVER-
GLADE PATENT NO 137,
AS ADOPTED BY TRUSTEES
IN RESOLUTION DATED JUNE
10th AND JUNE 14th 1907



Tallahassee, Fla., June 11, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, That the Secretary of the Trustees is hereby required to read at every meeting, from the permanent record, the minutes of the previous meeting.

Also the following resolution:

Be it

Resolved, That from and after this date, upon the receipt of any application for the purchase of any land or lands under the control of the Trustees, that are on the market, whenever the lands so applied for shall be definitely described and shall for any reason not be sold to the party making such application, the Salesman shall list the said rejected application in such manner that the said application may thereafter be found by reference in said files to the Section, Township and Range wherein the lands applied for lie, for presentation to the Trustees at any time they may require same. Be it further

Resolved, That the same system of listing shall be adopted relative to any, and all inquiries about lands under the control of the Trustees, which inquiries may bear upon the probable application for the purchase of said land definitely described in the inquiry. Be it further

Resolved, That as speedily as practicable after this date the Salesman shall have all applications and inquiries of the kind above referred to which have been received

by him during the last past five years, arranged and filed for the convenient use of the Trustees when desired.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., June 14, 1907.

The Trustees met in Executive Office.

Present:

W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following resolutions were adopted:

Resolved, By the Trustees of the Internal Improvement Fund of the State of Florida, that the townships, ranges and sections of the official map of the Everglades adopted by the Trustees under date of January 2nd, 1905, and as amended by resolution of said Trustees of June 10, 1907, embracing the lands in the U. S. Patent No. 137 be and the same are hereby adopted and ratified as the townships, ranges and sections of said map, which townships, ranges and sections as the same appear to be designated upon said official map of the Everglades, were so designated and determined by projecting on said map the township, range and section lines of the original United States Survey as the same appear on said map, and that the sections indicated on said official map of the Everglades, as adopted by the Trustees of the Internal Improvement Fund of the State of Florida, as aforesaid, be numbered similarly and under the same plan and systems as sections are numbered under the township, range and section system adopted by the United States, and of the same force and effect, beginning with section one (1) and continuing to section thirty-six (36) inclu-

sive, fractional townships to be numbered under the same system, being designated by such numbers as will make them uniform with the system of the United States.

This resolution to be written on the official plats or maps and signed by the Trustees, where such official plat is furnished by or under the direction of the Trustees.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., June 18, 1907.

The Trustees met in Executive Office.

Present:

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Application was presented on behalf of W. W. Clyatt, the owner, according to the evidence presented, of the remaining interest in Special Indemnity Certificate No. 2, Palatka Military Reservation, for authority to represent the State in the location of the 20.19 acres, required to complete the entries under said certificate, and, on motion, the Commissioner of Agriculture was authorized to issue the desired authority.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., June 19, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. Cheatham appeared before the Trustees and presented the following letter:

Havana, Fla., June 19, 1907.

To the Honorable Board of Trustees, Florida Internal Improvement.

Gentlemen:

H. H. Cheatham, Alex Shelfer, of Havana, Fla., and T. M. Scott, of Scotland, Fla., do petition your Board of Trustees to sell them that body of land known as Lake Jackson, Leon County, Florida, containing, approximately 4,300 acres, more or less. Your petitioners believe that they can reclaim this land for agricultural purposes. We desire the privilege of making the effort at our expense, and if successful in draining, to pay the State of Florida \$1.50 per acre for all of the lands in and around Lake Jackson now owned by the State of Florida, approximating 4,300 acres.

H. H. CHEATHAM.

After considering the proposition contained in the foregoing letter, it was decided to postpone action until next Wednesday, the 26th day of June.

Applications to purchase land were presented to the Trustees accompanied by evidence as to the value of the land, etc., and it was ordered that sales be made by the Commissioner of Agriculture, in the following cases, at the prices stated:

R. O. Moore & Co., Lots 2 and 4, Sec. 8, T. 2 S.,
28 E., at \$1.50 per acre.....\$79.92

E. B. Arnold, Lot 2, Sec. 31, T. 28 S., 34.30 acres, all submerged except sixty-one hundredths of an acre, at \$2.20 per acre for 34.30 acres..... 75.46

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., June 22, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Mr. J. N. C. Stockton appeared before the Trustees and offered to pay fifty dollars (\$50.00) for Island No. 18 in Section 24, Tp. 1 S., R. 28 E., containing 2.36 acres, with request that the deed be made to D. M. Baker.

It was ordered that the Salesman make deed for same upon payment of said amount of \$50.00.

J. C. Burwell, of Brooksville, Fla., applied to purchase E $\frac{1}{2}$, Sec. 27, T. 22 S., R. 17 E., in December, 1906, which application was declined.

The Trustees directed the Salesman to advise Mr. Burwell that the Trustees had raised the price of lands under their control to \$3.00 per acre, and that if he desired to re-apply for said lands they would consider same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., June 24, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

A number of the citizens of Leon County owning property around Lake Jackson appeared before the Trustees and, after considerable discussion, the following proposition was presented and action thereon was deferred until Wednesday next, the 26th day of June, at 3:30 p. m.:

"Tallahassee, Fla., June 24, 1907.

To the Honorable Trustees of the Internal Improvement Fund of the State of Florida:

I hereby make application to purchase all of the lands embraced in the patent made by the United States Government to you as Trustees, covering the lands known as Lake Jackson, in Leon County, Florida, said to approximate 4,000 acres, and to pay you one dollar an acre therefor.

I agree that each property owner will have the right to purchase at the said price all lands to the middle of said lake, abutting his property.

JULIUS HIRSCHBERG,

J. C. McCASKELL,

GEO. B. PERKINS,

TENNENT RENALDS,

By Joseph A. Edmondson, Attorney.

SADIE W. RAWLS,

By A. H. Williams, Agent and Attorney.

Applications were also made to purchase lands as follows:

Mrs. Mary C. Brevard, by G. H. Gwynn, agent, Lots 6 and 7, Sec. 2, T. 2 N., R. 1 W., and Mrs. Sadie W. Rawls, by A. H. Williams, agent, Lots 4, 5 and 6, Sec. 35, T. 2 N., R. 1 W.

Each of said applicants offered the sum of one dollar per acre.

It appearing that the Trustees, from evidence submitted, that the lands applied for by Mrs. Brevard and Mrs. Rawls were located between their property and the like and that they had been to great trouble and expense in getting the lands patented to the State in order that they might protect themselves from the encroachment of other parties; and it also appearing that the land was sandy soil and of little value, except to afford the land owners access to the lake, upon motion, ordered that the Salesman sell the lands as requested at one dollar per acre.

The committee of the Trustees, consisting of the Governor, State Treasurer and Commissioner of Agriculture, who were designated to visit and examine the lands forming the bed of Lake Jackson, Leon County, submitted a statement of the result of their investigations, which were made on Tuesday, June 2, 1907.

The committee drove over the bed of Lake Jackson at several places and found that a large portion of the area, formerly covered by the waters of the lake, was of a sandy character. At some places water was still standing and there were found a number of places where mud or muck of varying, but not great thickness, was deposited. Owing to the extensive prevalence of sand, the committee considered that the soil in the lake bed was not of a high grade of fertility for general purposes of cultivation.

The essential element entering into the question of the value of this land, especially the permanency of its value, is believed to be, whether or not the bed of the lake will refill with water. The history of this place, so far as could be ascertained by the committee, would seem to indicate the probability of its refilling, more or less suddenly, when conditions are favorable. The committee

feels that there is much room for conjecture on this point, and this uncertainty naturally tends to decrease the desirability of the tract for purposes of cultivation.

Numerous sink holes were found in the lake bed and the committee is of the opinion that other similar holes are liable to be made in future, should the lake refill. It is believed from general indications that the character of the subsoil is such as would readily permit the formation of such sink holes. To what extent these sink holes would serve as channels for refilling and subsequent drainage of the lake bed is not clear, and such doubt is obviously an element which detracts from the market value of the land.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., June 26, 3:30 p. m., 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

Mr. Geo. B. Perkins, attorney, appeared for himself and others, and withdrew the proposition made on June 24th for the purchase of Lake Jackson.

Mr. — Ausley, for himself and other abutting property holdes, offered one dolar per acre for the entire lake, and afterwards increased his offer to one dollar and five cents.

Dr. H. H. Cheatham, being present at the meeting, offered one dollar per acre and afterwards increased it to one dollar and ten cents per acre for the entire lake, without any restrictions or limitations.

After considering the various propositions, and a full discussion of the condition of Lake Jackson, all of the offers were withdrawn and Mr. R. H. Mickler, on behalf of himself and others, asked that the question of disposing of Lake Jackson be deferred until July 15th, 1907, at 3 o'clock p. m. This request was seconded by Mr. Perkins and others and granted by the Trustees, and a meeting was set by the Trustees for the date named, so as to hear all of the abutting property holders who desired to appear.

The question was taken up by the Trustees as to the minimum price that they would take for the lands on Lake Jackson, and after a full discussion of the matter, it was decided that \$1.10 be fixed as the minimum price at which the lands covered by Lake Jackson would be sold.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., June 27, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. F. B. Bell appeared before the Trustees in reference to matters pertaining to his contract and stated that the attorney heretofore employed by him was now actively engaged in pushing the suits against trespassers on I. I. land.

Mr. Bell also presented a statement of his account, which he was allowed to withdraw to supply more details.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., July 4, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented the letter of J. C. Burwell on the 4th inst., offering \$3.00 per acre for the E $\frac{1}{2}$ of Section 27, Tp. 22 S, R. 17E, in pursuance of the action of the Trustees of June 22, 1907, and inclosing check for \$963.60, being \$3.00 per acre for said land, with request that deed be made to G. V. Ramsey and J. C. Burwell, and he was thereupon directed to make the entry and prepare the deed for same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., July 6, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. Chas. L. Leggett appeared before Trustees and presented a deed and tax receipt, showing that J. P. Bozeman had been in possession of and had been paying taxes on the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 10, Tp. 1, N. R. 6E, which is vacant State Internal Improvement Land for 10 years, and was a settler upon same. He also made satisfactory proof as to the character of same, showing that it was not worth more than \$1.25 per acre and requested the Trustees to sell it at that price, which he offered to pay for Mr. J. P. Bozeman. The Commissioner

of Agriculture was thereupon ordered to sell the same to J. P. Bozeman at \$1.25 per acre.

The Trustees then adjourned.

Attest:

	Secretary.	Governor.
W. M. McINTOSH, JR.,	N. B. BROWARD,	

Tallahassee, Fla., July 9, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

The following resolutions were adopted:

"Whereas, Harry E. Graham and Thomas F. West did deposit with the Trustees of the Internal Improvement Fund of the State of Florida a draft on the First National Bank of Milton for the sum of \$3,835.50, with the view of purchasing certain land, and

Whereas, It was afterwards ascertained that the land desired was not subject to entry and the draft was returned unpaid, therefore

Resolved, That the unpaid draft for \$3,835.50 above referred to be returned to Messrs. Graham and West and that the First National Bank of Tallahassee be allowed credit for the amount of said draft which had been deposited in said bank and credited to the Trustees for collection.

Whereas, Hon. Frank Adams applied for the purchase of certain lands in addition to that describe in the minutes of June 10, 1907, and it was found that said land was not subject to entry, and

Whereas, The said Frank Adams had deposited with

the Trustees one hundred and seventeen dollars in excess of the amount actually required to pay for the lands conveyed to him, therefore

Be It Resolved, That the sum of one hundred and seventeen dollars be returned to Hon. Frank Adams by check made payable to his order.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., July 9, 3:30 p. m., 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

Whereas, The Trustees of the Internal Improvement Fund of the State of Florida deem it advisable and expedient to furnish a list of all the lands owned by them in each of the counties embraced in whole or in part in the drainage district established by Chapter 5709, Laws of Florida, approved May 28th, 1907, and that are subject to taxation under said law, to each of the tax assessors of said several counties.

Therefore, Be it resolved by the Trustees of the Internal Improvement Fund of the State of Florida that the Secretary to said Trustees is hereby instructed to immediately prepare a list of all the lands owned by them within such drainage district, and subject to taxation under said law, and furnish the same to the Trustees, to be transmitted by them to the several tax assessors of the counties embraced in whole or in part within such

drainage district, the same being the counties of Dade, DeSoto, Lee, Monroe, Osceola and St. Lucie.

Resolved further, That such list for each county shall be prepared under an appropriate heading, which heading shall state that the list contains all the lands owned by said Trustees in such county that are subject to the drainage tax levied by said Chapter 5709, Laws of Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., July 11, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

It having been shown to the Trustees that Lots 3 and 4 and 5 of Sections twenty-three, in township twenty-five south, range thirty-nine east, were embraced with other lands in deed No. 10,411, issued by them to Hamilton Disston, bearing date of October 6, 1881, and that the office map does not show the lots correctly, Lot 3 as shown by the office map being the east half of southwest quarter and Lot 4 being Lot 3 and Lot 5 being Lot 4, according to the United States Government maps, and satisfactory evidence having been produced showing that Arthur E. Donegan now held the title to the northeast quarter of southwest quarter of said section twenty-three, in township twenty-five south, range twenty-nine east,
 6.—I. I.

and having requested the Trustees to issue a quit claim deed to them for same.

Ordered that the Salesman prepare a deed to the said Arthur E. Donegan and J. R. Donegan for said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 23, in Tp. 25 S, R. 29 E.

Satisfactory evidence having been produced, showing that the southwest quarter of southeast quarter of section nineteen, in township twelve south, range thirty-two east, was erroneously embraced in Deed No. 13,396, issued by the Trustees of the Internal Improvement Fund, instead of the southeast quarter of the southwest quarter of said section, which is the land that was marked on the office map and was intended to have been conveyed, and the Florida East Coast Railway Company having satisfied the Trustees that they hold the title to the said lands and having so conveyed the same to the Trustees of the Internal Improvement Fund.

Ordered that the Salesman prepare proper deed to Florida East Coast Railway Company for the said SE $\frac{1}{4}$ of SW of Section 19, Tp. 12S, R. 32E, in lieu of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., July 12, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented statements from G. M. Clayton showing that he was a settler on the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. , 6Tp. 1 S, R. 21 E, and was in pos-

session of same through deeds from parties who supposed they had a title of the United States Government since 1853, and had just discovered the error and learned that said land had recently been patented by the United States Government to the State and offered \$1.25 per acre to clear up his title, which was accepted by the Trustees and the Commissioner of Agriculture was directed to make deed to said G. M. Clayton upon the receipt of same.

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 6, Tp. 1S, R. 21E, and was in possession the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 27, Tp.

The Commissioner of Agriculture was also directed to 22S, R. 17E, containing 120.46 acres at \$3.00 per acre to John C. Law and Harry C. Mickler, who sent check for \$361.38 to pay for same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., July 13, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It having been shown to the Trustees that the record of deeds and the maps in the office of the Commissioner of Agriculture shows that the north half of southeast quarter and the east half of southwest quarter of section eight, in township thirty-five south of range twenty-eight east was embraced in the purchase of the Florida Land and Improvement Company and that it was deeded to said company in Deed No. 12,477, dated Dec. 15, 1883, but by an error of the Clerk the same was omitted in the original

deed, which described the land as south half, southeast quarter and east half of southwest quarter of section eight in township thirty-five south, range twenty-eight east, and upon the request of said company to correct said error.

It was ordered that the Salesman prepare a deed to the said Florida Land and Improvement Company for the said $N\frac{1}{2}$ of Sec. 8, Tp. 35 S, R. 28 E to be signed by the said Trustees when the said Company sends proper re-conveyances to Trustees for $W\frac{1}{2}$ of $SW\frac{1}{4}$ of said section, which has since been received.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., August 20, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

First National Bank of Tallahassee for Reed A. Bryan, Agent, pay-rolls for dredges Everglades and Okechobee, miscellaneous and dynamite crew	\$2,036.77
Capital City Bank of Tallahassee for Reed A. Bryan, pay-rolls May and June, dredges Everglades and Okechobee	4,041.40

Kemper stables, carriage for committee to investigate Lake Jackson	3.00
The H. & W. B. Drew Company, profile paper for Commissioner of Agriculture.....	10.45
Z. T. Merritt, filing official map Everglades.....	1.25
Florida Electric Co., carbon brushes for dredges	2.40
John McDougall, P. M., stamped envelopes for Commissioner of Agriculture.....	63.72
The Capital Publishing Co., printing land lists, etc., for Trustees.....	70.75
Reed A. Bryan, Agent, expense account for May, June and July.....	697.41
P. N. Bryan & Sons, fuel for dredges months May June and July	1,241.00
Stranahan & Co., supplies for dredges May, June and July	1,186.44
J. S. Andress, Jr., making 11 drills for dredges..	5.50
Lainhart & Potter, additional lumber for dredges	7.29
P. Ullendorff, meats for dredges.....	15.00
T. Murphy Iron Works, iron, etc., for dredges...	267.57
Frank T. Budge, dynamite, etc., for dredges.....	1,312.50
Keuffel & Esser Co., material for dredges.....	57.08
F. W. Marsh, services in litigation.....	190.90
D. M. Bloodworth, meat for dredges.....	49.45
W. S. Jennings, General Counsel, amount paid clerk U. S. Court and Anderson & Dorr in case L. & N. vs. Trustees.....	340.00
T. F. McGourin, services as U. S. Marshall in case L. & N. R. R. as Trustees.....	2.00
Merrill-Stevens Company, material for dredges..	935.22
I. N. Withers, services as selecting agent for July	81.02
H. E. Carlton, clerk, recording map of Everglades	20.00
Featherstone Foundry & Machine Co., furnishings and labor for dredges.....	3,459.59
Hatchett-DaCamara Hardware Company, machine oil for dredges.....	37.23

Florida East Coast Railway Co., transportation
charges on material for dredges..... 561.38

The trustees then adjourned.

Attest:

W. M. McINTOSH, N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., August 21, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
B. E. McLin, Commissioner of Agriculture.

The following communication was received from Hon. R. P. Reese, Vice-Chairman of the Commission, for the Investigation of the Acts and Doings of the Trustees of the Internal Improvement Fund of the State of Florida:

Tallahassee, Fla., August 21, 1907.

*Hon. N. B. Broward, President, and members of the Board
of Trustees of the Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

The Commission appointed by the last Legislature to investigate the acts and doings of the Trustees of the Internal Improvement Fund have this day passed the following resolution:

“Resolved, That the Commission extend an invitation to one or more of the Trustees of the Internal Improvement Fund to accompany those members of the Commission on the contemplated trip to Fort Lauderdale and New River to inspect the drainage operations now being conducted by the Trustees in the Everglades.”

The Commission leaves tomorrow on the 1:30 train.

Very truly,

R. P. REESE, Vice Chairman.

Attest:

PARK M. TRAMMELL, Secretary.

The following resolution was unanimously adopted by the Trustees:

Resolved, By the Trustees of the Internal Improvement Fund of the State of Florida that the invitation of the Commission for the investigation of the Acts and Doings of the Trustees of the Internal Improvement Fund of the State of Florida be and is hereby accepted and that Gov. N. B. Broward and Comptroller A. C. Croom be and are hereby designated and requested to accompany the members of the Commission on their contemplated trip to Fort Lauderdale and New River to inspect the drainage operations now being conducted by the Trustees in the Everglades.

The Secretary was directed to advance the sum of one hundred dollars in cash to the Committee to defray their expenses on the trip, vouchers for which will be furnished on their return.

The Trustees then adjourned.

Attest:

W. M. McINTOSH,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Aug. 28, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following application was presented to the Trustees by Mr. Joseph Jennings:

Honorable Trustees Internal Improvement Fund:

Gentlemen: In connection with my associates I wish

to purchase 25,000 acres of land in the Everglades opposite the headwaters of the Miami River and to be selected in such way that we can have two outlets connecting with Biscayne Bay, Miami River being one and either Little River or Snapper Creek the other, which is to be determined later.

I want these lands for drainage purposes and would like 30 to 60 days to complete my arrangements for securing money to do the drainage, and I offer one dollar per acre for same, which is to be paid as soon as the arrangements for drainage can be completed.

Very respectfully,

JOSEPH JENNINGS.

Upon consideration of the above application and statements made by Mr. Jennings, the following resolution was adopted:

Whereas, Joseph Jennings, in behalf of himself and associates, has this day filed written offer for 25,000 acres of swamp and overflowed lands adjacent to Miami River as set out in said communication, representing to the Trustees that said lands are partly marl and sand and partly muck in small deposits interspersed therein, and has offered the Trustees one dollar per acre, and asks that an option of thirty days be given upon said lands at said price.

Resolved, That the said option be granted, subject to the representation made by said Jennings as to the quality of such land.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., 3:30 p. m., Aug. 28, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General
- B. E. McLin, Commissioner of Agriculture.

The application of Francis Marion Dowling to purchase the $N\frac{1}{2}$ of $NW\frac{1}{4}$, $SE\frac{1}{4}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 28, Tp. 4S, R. 20E, containing 280 acres at \$1.00 per acre, was duly considered, and as it was shown that the lands were of very little value, and all the timber had been removed and the State had been paid in full for same by the trespassers, his offer was accepted and the Secretary was directed to return \$120, being balance due him, to said F. M. Dowling.

W. A. Demilly was also allowed to purchase for his children, Martha B. Messer, Margaret W. Fenn and Charles L. Demilly the $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 9, Tp. 2N, R. 2E, containing 40.15 acres very recently patented by the United States Government to the State, at \$1.00 per acre, he having furnished proof that the lands were swamp and mostly in a pond and that they had been in possession of same since 1869, Captain Taylor having bought it from the State at that time at a tax sale as unknown property and paid taxes on it up to his death, and he has since paid taxes for his children, who are the grandchildren of Captain Taylor.

The Commissioner of Agriculture was directed to have Hon. I. N. Withers, the State Agent for Selecting Lands, to come to Tallahassee and take up some matters relative to settlers on Scott lands.

It was further ordered that any previous resolutions heretofore passed, or instructions given the Commissioner of Agriculture as Salesman, directing him not to sell or offer for sale any lands in the territory covered by the Drainage District, as adopted in 1905, be and the same are

hereby rescinded. The Commissioner of Agriculture is directed to advise persons applying to purchase such land that propositions will be considered by the Trustees to purchase same.

The following reports of McCall & Small, Trespass Agents for June and July, were read and approved:

Lake City, Fla., July 10, 1907.

*Trustees Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

We respectfully report for the month of June, 1907, that we have made no collections on account of trespasses upon the State lands within the jurisdiction of the Trustees of the Internal Improvement Fund.

We have quite a number of cases under investigation and are now negotiating with the trespassers looking to a settlement, but as stated, during June last we have made no collections.

Respectfully submitted,

McCALL & SMALL,
State Trespass Agents.

State of Florida, Columbia County.

Before me came A. B. Small and I. J. McCall, who, being duly sworn, say that they read the foregoing report and that the statements therein made are true.

A. B. SMALL,
I. J. McCALL.

Sworn to and subscribed before me at Lake City, Fla., on the 10th day of July, 1907.

BRAXTON SMALL,
Notary Public State at Large.

COPY.

Lake City, Fla., August 6, 1907.

*Hon. Trustees Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

We have to report for month of July last, we inspected certain of the State lands in Polk county, but did not finish the work and found among other tracts that the S. & O. land in Sec. 3, Tp. 29S, R. 25E had been trespassed on. The trespass was committed by Carter Manufacturing Company and consisted of using the trees on about fifty acres of turpentine and saw mill purposes.

We estimated the damage done at about five dollars per acre, and collected from the trespasser three hundred dollars and hereby inclose you our check for one hundred and fifty dollars in settlement

We recommend acceptance of the settlement by the Trustees.

We have now put a representative in DeSoto County and will have the lands in that county duly inspected this month.

Respectfully,

McCALL & SMALL,

Trespass Agents.

State of Florida, Columbia County.

Before me came I. J. Small and A. B. Small, who, being duly sworn, say that the foregoing report is true.

I. J. McCALL,

A. B. SMALL.

Sworn to and subscribed before me this August 6th, 1907.

(Seal)

ALICE EZELLE,

Notary Public State at Large.

My commission expires July 8th, 1911.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Sept. 2, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Trustees having deeded the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 33, Tp. 5S, R. 8E, to William F. Barker, August 17th, 1860, and again erroneously having conveyed the same land to N. G. Wade July 3, 1902, on account of the error of the entry clerk to properly mark the number of the entry on the office map when it was made on August 17th, 1860, as shown by the records in the office of the Commissioner of Agriculture, and the said Wade having conveyed the same to the Southern Timber & Naval Stores Company, which said company has re-conveyed the same to the Trustees and has requested a deed for the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 34, Tp. 5S, R. 8E. It was ordered that the said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 34, Tp. 5S, R. 8E, be conveyed to said company in lieu of same.

The Commissioner of Agriculture was also directed to prepare a quit claim deed to the United States Government for the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 3, Tp. 18S, R. 26E, which was erroneously patented by the United States to the State, the same having been previously patented to Jacob Eussell by the United States on June 30th, 1883.

John P Sapp, having produced satisfactory evidence that all the timber on the State swamp and overflowed lands in Secs 8, 14 and 17, Tp 4S, R. 21E, containing 359.23 acres, has been removed from same lands by trespassers and McCall and Small having collected and paid over to the Trustees the amount of said trespass, and as the said lands are of little value for agricultural purposes and Mr. Sapp has offered \$1.00 per acre cash for the same, it was ordered that his offer of \$1.00 per acre be accepted.

Satisfactory proof having been made to the Trustees that the Internal Improvement and Swamp and over-

flowed lands in Bradford County, amounting to \$2,05879 have been trespassed upon and all timber of value removed and McCall and Small having reported that the said lands are not worth more than \$100 per acre, it was ordered that they be sold to John D. Alderman, who has applied for same for said amount.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Sept. 6, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
B. E. McLin, Commissioner of Agriculture.

The account of I. N. Withers, State Selecting Agent, for \$98.42, services in selecting lands, was approved and ordered paid.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Sept. 10, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Hon. J. M. Barrs appeared before the Trustees and requested the return of the deposit of ten thousand dollars (\$10,000) made by him in 1901, whereupon it was

Resolved, That the deposit of ten thousand dollars made by J. M. Barrs under resolution and agreement made on July 25, 1901, be returned to him out of the first available funds.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Sept. 12, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following pay-rolls of Reed A. Bryan, Agent, for work on drainage operations, were approved and ordered paid:

Miscellaneous pay-roll for month of August, including yard men.....	\$ 560.25
Pay-roll of crew for dredge Everglades for month of August	437.99
Pay-roll of crew for dredge Okeechobee for month of August, 1907.....	453.84
Pay-roll for dynamiting for dredges Everglades and Okeechobee for month of August.....	957.00
Hauling wood for dredges for month of August.	306.96
	<hr/>
Amounting to.....	\$2,716.04

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Sept. 23, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented the following matters, which were considered and disposed of as set out in each case:

Upon application and evidence submitted in the case of C. S. Swain in the matter of the purchase of a parcel of land for actual settlement at one dollar and fifty cents (\$.50) per acre, it was ordered that said application be granted.

Mrs. Cora G. Long, having applied for lots 1, 2 and 3, Section 14, Township 2 north, Range 1 west, containing one hundred and fifty-three and seventy-three hundredths (153.73) acres at one dollar per acre, and having shown to the Trustees that the said land was a strip that lay between her land on Lake Jackson and the actual water of the lake, and that said land had only recently been dry enough to be surveyed by the United States Government: It was therefore ordered that the sale be made to her.

In the matter of the application of J. B. Long to purchase one hundred and sixty (60) of land in Clay County at \$1.00 per acre the Trustees, after reading the report of I. N. Withers, Special Agent, on the subject, decided to allow Mr. Long to make the entry as requested.

The following reports made by McCall & Small, State Trespass Agents, were read and ordered spread upon the minutes:

Lake City, Fla., Sept. 2, 1907.

Trustees Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:

We have the honor to report for the month of August, 1907, that we have collected from the Dutton Phosphate

Company the sum of \$210.00 for trespass committed by cutting wood upon the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Tp. 9S, R. 16E, Alachua County. This is \$5.25 per acre. We have previously specially reported this settlement and recommend confirmation. Inasmuch as we have promised the Dutton Phosphate Company not to pay the amount received into the treasury until the settlement is confirmed by the Trustees, we are withholding the check for the amount due until confirmation.

We have made no further collection during August.

Very respectfully,

McCALL & SMALL,
State Trespass Agents.

State of Florida, Columbia County.

Before me personally appeared A. B. Small, who, being duly sworn, says that the statements made in the foregoing report are true.

A. B. SMALL.

Sworn to and subscribed before me at Lake City in said County and State on this, the 2nd day of September, 1907.

(Seal)

BRAXTON SMALL,
Notary Public at Large.

State of Florida, County of Hamilton.

Before us personally came I. J. McCall, who, being duly sworn, says that the statements made in the foregoing report are true.

I. J. McCALL,

Sworn to and subscribed before me this 6th day of September, 1907.

(Seal)

C. A. STEPHENS,
Notary Public State of Florida at Large,
My commission expires February 27, 1910.

Lake City, Fla., Aug. 29, 1907.

*Trustees Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

Re-Trespass Dutton Phosphate Company,
Alachua County.

Our inspection of State lands in Alachua County disclosed the fact that the Dutton Phosphate Company had cut the wood from the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Tp. 9S, R. 16E. We have arranged a settlement with this company upon this basis: We agreed upon an estimate of 15 cordse of wood per acre, making a total of 600 cords at thirty-five cents per cord, aggregating the sum of \$210, or \$5.25 per acre. Dutton Phosphate Company seems to have been an innocent trespasser and claims title to this land under a tax deed. On that account we consider the settlement arranged as equitable to the company and the State and recommend an approval of the Trustees. Dutton Phosphate Company has paid us the amount agreed upon, \$210, which we are holding subject to the approval of the Trustees.

We would thank you to take action upon this matter as early as convenient.

Yours very truly,

McCALL & SMALL,
State Trespass Agents.

In the matter of the latter report recommending settlement with the Dutton Phosphate Company, the Trustees decided to allow the settlement to be made and requested the Commissioner of Agriculture to so advise Messrs. McCall and Small, so they could remit the amount in their next report.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., Oct. 10, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Messrs. McCall and Small, Trespass Agents, have informed the Trustees that they have agreed with Moor's Head Turpentine Company, a partnership composed of J. C. Joiner and East Coast Lumber Company, upon a settlement of the trespass claim against said firm for trespassing by boxing and using for turpentine purposes the trees upon Sections 25 and 26, Township 2 north, Range 18 east, Columbia County, upon the basis of a payment of said firm of \$500.00 in full settlement for all claims and demands against said firm by the Trustees of the Internal Improvement Fund, on account of any trespass upon said lands, said arrangements being subject to the approval of the Trustees. Now, therefore, the Trustees, having considered the matter, it is

Ordered that such settlement be made and the same is hereby approved and upon the payment of said sum of \$500.00 to said trespass agents, that said firm be receipted in full for all claims and demands, whatever nature, by these Trustees, on account of any trespass committed by said firm, or either of them upon the lands above described.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla, Oct. 14, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

Upon evidence produced by C. S. Swain that he had been living and has improvements upon the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 1, Tp. 46S, R. 23E, containing 40 acres and lying in Lee County, Florida, and that he had previously entered said tract of the United States Land Office at Gainesville, Florida, as a homestead, said office being not aware of the patent of the State of Florida; and further, that said forty was of little value

It was ordered on September 21, 1907, that the Commissioner of Agriculture be directed to sell SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 1, Tp. 46S, R. 23E, to C. S. Swain, at \$1.50 per acre. The purchase money being sent up on October 14, 1907.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
 Secretary. Governor.

Tallahassee, Fla., Oct. 23, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

The following is an extract from letter of Messrs. McCall and Small, dated October 10, 1907, and addressed to the Trustees of the Internal Improvement Fund, which matter was considered at a meeting of the Trustees on October 22, 1907, and the Commissioner of Agriculture

was directed to write Messrs. McCall and Small that the offer of Cranford, McLeod & Company of \$600,000 in full for trespass on State lands in the northern portion of Columbia County was satisfactory.

Lake City, Fla., Oct. 10, 1907.

Trustees Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

* * * * * We have also reached an agreement with Cranford, McLeod & Company with respect to trespass claim against them for boxing in the northern portion of Columbia County about twelve or fifteen years ago. This firm, through Mr. J. A. Cranford, of Jacksonville, has agreed to pay \$600 on the first day of November, 1907, if that sum is accepted in full settlement for all such claim for Columbia County. We have not found any other trespass against them, except those in the northern portion, and recommend this proposal. We cannot tell with absolute certainty the exact amount of their trespass but are satisfied the above amount will be equitable to all concerned.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Oct. 31, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following preamble and resolution was adopted:

"Whereas, The Trustees of the Internal Improvement Fund of the State of Florida have been compelled to use the proceeds of large quantities of swamp and overflowed lands granted to the State by the Act of Congress of September 28, 1850, in paying the coupons attached to bonds issued by the different railroads mentioned in Chapter 610, Laws of Florida, approved January 6, 1855, and

Whereas, It appears that all of said coupons have been duly paid and the purpose for which the sinking fund of the Florida Railroad bonds and the sinking fund of the F. A. & G. C. Railroad bonds were set apart has been accomplished, therefore

Be it Resolved, That the Secretary of the Trustees be and he is hereby directed to transfer all of the assets of the said sinking funds to the Internal Improvement Fund, and to close the accounts of said sinking funds on the books of the Trustees."

The following communications were received from the State Superintendent of Public Instruction and ordered spread upon the minutes:

Tallahassee, Oct 23, 1907

Hon. W. M. McIntosh,

Secretary Board of Trustees of the I. I. Fund,
Tallahassee, Florida:

Enclosed find herewith a copy of the proceedings of the State Board of Education of October 22, 1907, which you will find self-explanatory. Yours very truly,

(Enc.)

WM. M. HOLLOWAY,
State Superintendent Public Instruction.

STATE BOARD OF EDUCATION

Resolutions Relating to Constitutional Provisions For
Educational Funds

Whereas, Section Four of Article VIII of the Constitu-

tion of the State of Florida, adopted February 25, 1868, contains among other provisions the following:

"The Common School Fund * * * * * shall be derived from the following sources. The proceeds of land or other property which may accrue to the State by escheat or forfeiture; the proceeds of all property granted to the State when the purpose of such grant shall not be specified * * * * * Twenty-five per centum of the sales of public lands which are now or may hereafter be owned by the State," and

Whereas, Large areas of public lands had been granted to the State of Florida by the Congress of the United States, two of the most important grants being the act of Congress approved September 28th, 1850, commonly known as the Swamp and Overflowed Land Grant Act, under which acts the State of Florida became seized and possessed of upward of twenty million acres of land, the greater portion of which lands had been vested in the State of Florida prior, and at the date of the adoption of the aforesaid constitutional provision on the 23rd day of February, 1868, and subsequent thereto, and

Whereas, The Constitution of the State of Florida, adopted by the convention of 1885, that became effective January 1st, 1887, contains, among other things, at Section 4, Article XII, under the subject of Education, the following provision:

"That the State School Fund * * * shall be derived from the following sources," among them being enumerated the following items: "Twenty-five per centum of the sales of public lands, which are now, or may hereafter be, owned by the State," and

Whereas, Public lands are defined by high legal authority in the following language:

“‘Public lands’ is habitually used in legislation to describe such lands as are subject to sale or other disposal under general laws.”

Anderson's Law Dictionary
Newhall vs. Sanger, 92 U. S. 763
Wirth vs. Branson, 98 U. S. 118

And the second headnote in the Newhall vs. Sanger case cited reads as follows:

“The words ‘public lands’ used in our legislation means such as are subject to sale or other disposal under general laws.”

And in delivering the opinion of the Court in the above entitled case, Justice Davis of the Supreme Court of the United States uses this language:

“The words ‘public lands’ are habitually used in our legislation to describe such as are subject to sale or other disposal under general laws.”

Text, 1st page of Decision.

Whereas, The State of Florida has disposed of several million acres of said public lands since the adoption of said constitutional provisions, which have been in full force and effect continuously since the adoption of the first provision in 1868, without any accounting or distribution, or payment to the State Board of Education, or otherwise applying said constitutional proportion of twenty-five per cent., or any other amount of per cent., to said fund as required by the Constitution of the State of Florida, and the State Board of Education is advised that said constitutional provisions are in full force and effect and that said school fund is entitled to twenty-five per cent. of the sales of all public lands affected and under the provisions of the constitution above referred to.

Now, therefore, Be it by the State Board of Education,

1. *Resolved*, 'That it is the opinion of the State Board of Education that the State School Fund under said constitutional provisions is entitled to receive and recover

twenty-five per centum of the sales of all public lands of the State of Florida, from the date that the constitution of 1868 became effective to the present time, being the proceeds from the sale of said public lands which have been owned by the State of Florida since the constitution of 1868 became effective, or may hereafter be owned by the State of Florida.

2. *Resolved*, That an accounting be demanded by the Trustees of the Internal Improvement Fund of the State of Florida under the clauses of the constitution of 1868 and of the constitution of 1885, requiring that twenty-five pre centum of the sales of public lands be paid to the State Board of Education for the use of the common school fund, as provided by the said constitutions, showing the total acreage of the public lands as of the date of February 23rd, 1868, the number of acres of public lands that have been vested in the State of Florida since the adoption of said constitution of 1868, the acreage sold since that date by the State of Florida, or by its authority or consent, the amounts of money received from said sales, the amounts of money paid over to the said Common School Fund or to the State Board of Education for said fund, since said constitution of 1868 became effective, if any, and the total acreage of public lands vested in the State of Florida or her grantees in trust not disposed of.

3. *Resolved*, That the Trustees of the Internal Improvement Fund of the State of Florida be furnished with a copy of these resolutions, that the Commissioner of Agriculture of the State of Florida be furnished with a copy of these resolutions, that the land clerk of the State Board of Education be furnished with a copy of these resolutions and that said land clerk shall assit in the preparation and compliation of such data in the making and stating of the account referred to in the foregoing resolutions.

Adopted October 22, 1907.

Attest:

N. B. BROWARD.

W. M. HOLLOWAY, Secretary.

The following accounts were presented, approved and ordered paid:

First National Bank or Tallahassee for Reed A. Bryan, expense account in re-drainage.....	\$ 517.71
Stranahan & Co., supplies for dredges.....	953.63
Frank T. Budge, dynamite, etc., to be used in drainage operations	1,087.40
Capital City Bank of Tallahassee for Reed A. Bryan, pay-roll for month of August, including yard men	2,846.39
Merrill-Stevens Co., oil, hose bolts, etc., for dredges	427.03
H. J. Drane, insurance on dredges.....	825.00
P. Ullendorff, meats furnished for use on dredges	42.18
The East Coast Railway Co., transportation charges	207.87
T. Murphy Iron Works, material and work for dredges	156.24
F. W. Marsh, clerk U. S. Court, copy of papers in suits for and against Trustees.....	35.65
Lainhart & Potter, lumber for dredges.....	11.63
D. M. Bloodworth, meats furnished for use on dredges	5.54
Keuffel & Esser Co., blue print tracing paper furnished for Salesman's office	2.40
The Capital Publishing Co., printing minutes of Trustees	170.00
Erastus W. Clark, 2 boxes spencerian pens.....	2.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD.
Secretary.	Governor.

Tallahassee, Fla., Nov. 8, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

First National Bank of Tallahassee for Reed A.

Bryan, pay-rolls in re-drainage.....	\$2,837.62
I. N. Withers, services in selecting lands.....	211.25

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD
Secretary.	Governor.

Tallahassee, Fla., Nov. 9, 1907.

The Trustees met in Executive Office.

Present :

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Whereas, J. M. Barrs did deposit with the Trustees of the Internal Improvement Fund of the State of Florida the sum of ten thousand dollars under and in pursuance of a resolution and agreement made July 25, 1901, to be used in the purchase of certain lands mentioned in said resolution and agreement, which said lands the Trustees are now restrained from conveying, in accordance with the provisions of said resolution and agreement, and

Whereas, It was mutually agreed between the said J. M. Barrs and the Trustees of the Internal Improvement Fund on September 10th, A. D. 1907, that the said deposit of ten thousand dollars should be returned and accepted by the said J. M. Barrs, and the Trustees did pass a resolution on that date that said deposit should be returned to said J. M. Barrs and the said sum of \$10,000 is to be accepted by the said J. M. Barrs in full and final settlement of all claims and demands whatsoever arising from the said deposit of \$10,000 on July 25, 1901, and

Whereas, Since the adoption of the resolution of Septemebr 10, 1907, the Trustees have decided to pay the said Barrs out of the funds in their hands as such Trustees the sum of \$10,000 in full settlement of his claim, as aforesaid, and it is therefore

Resolved, That a check be drawn in favor of J. M. Barrs in the sum of ten thousand dollars in full and final settlement of all claims or demands by the said J. M. Barrs against the Trustees of the Internal Improvement Fund for and on account of the ten thousand dollars deposited by him with the Trustees of the Internal Improvement Fund in pursuance of the resolution and agreement of July 25, 1901.

The Secretary having prepared a check for \$10,000, payable to J. M. Barrs, and said check having been signd by the Trustees and delivered to the said J. M. Barrs, a receipt was delivered to the Trustees by said J. M. Barrs in words and figures as follows:

\$10,000.

Tallahassee, Fla., Nov. 9, 1907.

Received of the Trustees of the Internal Improvement Fund of the State of Florida ten thousand dollars returned to and accepted by me in full satisfaction of all claims on account of the ten thousand dollars deposited by me with said Trustees under resolution and agreement made July 25, 1901, and referred to above.

J. M. BARRS,
Jacksonville, Fla., Nov. 4, 1907.

UNITED LAND COMPANY VS. TRUSTEES I. I. FUND

*The Trustees of the Internal Improvement Fund,
Tallahasse, Fla.*

Gentlemen :

I am forwarding by mail to your Secretary a copy of the brief presented and filed at the oral argument on

the demurrer interposed in your behalf to the bill of complaint of the United Land Company, in the Circuit Court of the Seventh Judicial Circuit of Florida, in and for Dade County. Oral argument was had on this demurrer before Judge Jones at Titusville on the 30th ult.

I have undertaken in this brief to state the main allegations of the complainants' bill, so far as it relates to the various contracts between Hamilton Disston and the Trustees during the year 1881, the various amendments, modifications and changes, as appear by the allegations of the bill, and its reference to exhibits and minutes of the Trustees; the claims of the complainants, the derangement of title through which the complaint claims, the prayer of the bill, so far as it relates to the Trustees; the grounds of demurrer interposed in behalf of the Trustees followed by my argument and authorities cited on the various points, that appear to my mind to be fatal to the equities claimed by the complainant, which were elaborated upon in the oral argument, some of the main points being briefly summarized as follows:

1. That the contracts were entered into by and between the Trustees of the Internal Improvement Fund of the first part and Hamilton Disston and associates of the second part, which required among other things the reclamation of all the available swamp and overflowed lands owned by the State, or by the Trustees of the Internal Improvement Fund within the drainage district lying approximately east of Peace Creek and south of township twenty-four, containing about nine million acres, with the further provision that the waters of Lake Okeechobee should be permanently lowered and that the lands in said territory should be made fit for cultivation and with the further provision that Disston and his associates might transfer their contract to a corporation to be organized by themselves.

2. That under the provisions of this contract Disston and his associates, by an act of the Legislature, incorporated themselves into the Atlantic, Gulf Coast and Okeechobee Land Company and entered into a written covenant with the Trustees to perform the duties and

obligations and covenants of the former contract, which covenants were accepted by the Trustees in writing, and thereunder the substitution of the corporation for the former contracting parties was complete and was recognized and approved by the Trustees.

3. That this is conclusive of the fact that the original contract was not assignable without the consent and approval in writing of the Trustees that their own understanding as evinced by their contemporaneous construction of their own negotiations required of them in order to substitute a corporation for the original contracting parties, the formality of a new covenant by both parties to the contract.

4. That the Trustees did not, as appears by the allegation of the bill and the minutes of the Trustees, ever approve any other change or substitution of the contracting parties to the contract to take the place of and in lieu of the Okeechobee Land Company, and therefore the Disston Land Company was not and is not known to the Trustees. That the Savings Bank Company to whom the Disston Land Company mortgaged its lands (not contracts or franchises), is unknown to the acts and proceedings of the Trustees and therefore its title is foreign to the contracts of the Trustees. That the Trustees were in no wise involved in the deed executed by Lee, as Master in Chancery proceedings, as set forth in the bill, and are not in any wise bound by the Master's deed.

That Huidekoper as the purchaser under said foreclosure proceedings, is unknown to the Trustees and their proceedings. That Huidekoper's deed to the United Land Company, which company has been organized since the Masters' sale referred to in 1901, is not an assignment of the contracts or franchises; neither does it purport to be, and therefore cannot convey an assignment or transfer of the Okeechobee Land Company's contract. The United Land Company, so far as the acts and proceedings of of the Trustees appear by the complainants' bill, is a stranger to the Trustees and their proceedings, and therefore there is no privity existing between the complainant and the Trustees to enable the complainant to call upon

the Trustees for any amounts or accounting, or to raise questions upon which their powers and duties may be construed or determined.

5. On the other hand, I urge, with a great deal of confidence, that if the United Land Company should claim to stand in the place of the Okeechobee Land Company's contract, that it is first incumbent upon the United Land Company to comply with the terms and covenants of the original contract, together with its modifications, and reclaim all of the available swamp and overflowed lands within the territory lying east of Peace Creek and south of township 24, and make all of the swamp and overflowed lands owned by the Trustees of the Internal Improvement Fund, or by the State of Florida within said territory, available for cultivation before it can ask for a final accounting, a release and conveyance of the lands due to it under the terms of its contract. That the suggestion in the bill of complaint that an accounting has heretofore been had and stated, by which it became entitled to the balance of 347,753.02 acres is met by two existing propositions. One is, that from a legal standpoint, such an accounting would not avail the complainant against a trust fund; that such an accounting as is referred to can only be considered in law as between individuals where fiduciary trusts are not involved; second, that an allegation of the complainant dispels this idea when it is alleged in effect that relying upon the continuance of said Company, complainant, does not stand in the place, with all of the covenants, liabilities and responsibilities of the former Okeechobee Land Company, then it is clear that it has no standing in a court of equity, nor has it any claim against the Trustees. And on the other hand, if it does stand in the place of the Okeechobee Land Company, then it is incumbent upon the complainant to permanently lower the waters of Lake Okeechobee and make all of the available land in that territory fit for cultivation according to the provisions and covenants of the original contract entered into between the Trustees and Hamilton Disston and his

associates, and modifications of said contract, before they are entitled to any claim or equities in the premises.

Yours very truly,

W. S. JENNINGS,
General Counsel.
Jacksonville, Fla., Nov. 2, 1907.

RICHARD G. PETERS vs. TRUSTEES INTERNAL
IMPROVEMENT FUND.

*The Trustees of the Internal Improvement Fund,
Tallahassee, Fla.*

Gentlemen:

On the 28th ultimo I argued the demurrer interposed on your behalf in the above entitled cause before Judge Shepard of the United States Court at Pensacola, Judge Maxwell appearing for the complainant and Hon. W. A. Blount appearing in behalf of the demurrer interposed by the Southern Timber and Naval Stores Company and Neill G Wade.

At the close of the argument I filed a brief in the case, which I am forwarding to the Secretary of the Trustees to be filed for your information. The brief contains a memorandum statement of the allegations of the bill; the prayer of the bill, so far as it relates to the Trustees, the grounds of demurrer and the citation of authorities principally relied on; the grounds of demurrer relating to the decision of the Supreme Court of the State of Florida, in the case of Wade vs. the Atlantic Lumber Company, 51 Florida, 633, in which it was held that Chapter 4267, Laws of Florida, being the chapter under which the complainant claims in the United States Court, is unconstitutional and void, so far as it relates to the attempted land grant contained therein, and the further principle of law to the effect that the affirmative showing of the journals of the Legislature relating to the passage of a bill is conclusive in the courts and that parol evidence is not admissible against the affirmative showing of the

journals of the Legislature, to show a different state of facts from that disclosed by the journals, which was definitely determined on the petition for rehearing in the case of Wade vs. the Atlantic Lumber Company, by the Supreme Court of Florida, 51 Florida, 638.

Many authorities were presented, showing that a federal court is bound by the decisions of a State Supreme Court upon the construction of a State statute. The Supreme Court of the United States has repeatedly held that it must accept as conclusive the decision of a State Supreme Court as to the validity of a statute of that State and numerous citations affirming this legal principle will be found cited in the brief, and upon the further principle that federal courts follow State decisions upon the construction of State constitutions and laws. These decisions cited not only affirm the principle here stated, but the further principle of law that the decision of the Supreme Court of a State is not only binding upon the parties to a pending suit, but becomes an integral part of the law of the State and is binding upon the courts and people until the decision is changed by the courts rendering it.

Yours very truly,

W. S. JENNINGS.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Nov. 12, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

After considering the application of E. M. Semple for the following described lands to wit: Lots 1 and 2, Sec. 8.—I. I.

35, Tp. 66S, R. 25E, 30.60 acres, and Lot 2 of Sec. 26, Tp. 66S, R. 29E, 72.50 acres, it was ordered that said lands be sold at \$3.00 per acre and the Commissioner of Agriculture was ordered to prepare deeds to above lands, the purchase money being sent on October 23 last and the checks sent for collection.

After considering the application of E. M. Semple to purchase the following described lands, to wit: Lot 1, Sec. 12 and Lot 2, Sec. 13, Tp. 66S, R. 29E, and Lot 1, Sec. 18, Tp. 66S, R. 30E, 51.01 acres, it was ordered that inasmuch as these lands lie adjacent land already owned by him, the Commissioner of Agriculture issue deeds to embrace the said lands to E. M. Semple, the consideration being \$3.00 per acre. The purchase money being sent on October 23 last, and checks sent on for collection.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD.
Secretary.	Governor.

Tallahassee, Fla., Nov. 16, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

After considering the application of Mr. Salem Lloyd and affidavits of disinterested parties and statement of Messrs. McCall and Small as to the character of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, T. 1N, R. 23E, Nassau County and the further statement of Mr. Lloyd that he wanted said tract as a home, it was ordered that the Commissioner of Agriculture prepare deed embracing said SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 3, T. 1N, R. 23E to Mr. Salem Lloyd, the acreage of said

tract being 40.32 and the consideration \$2.00 per acre, amounting to \$80.64.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Nov. 19, 1907.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

After considering the application of C. S. Swain of Fort Myers, Florida, to purchase the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 1, T. 46S, R. 23E, and the statement of disinterested parties as to the character of said tract, and the further statements that the land adjoined the land already owned by Mr. Swain and used as a home, it was ordered that the Commissioner of Agriculture issue deed to C. S. Swain, embracing said above described land, the acreage being 40 and the consideration \$1.60 per acre, making a total amount of sixty-four dollars.

The above order was passed on November 11, 1907, the purchase money not being received in full until November 19, 1907.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Nov. 20, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

First National Bank of Tallahassee for P. N.	
Bryan & Sons, wood for dredges.....	\$400.00
First National Bank of Tallahassee for P. N.	
Bryan & Sons, wood for dredges.....	\$400.00
First National Bank of Tallahassee for P. N.	
Bryan & Sons, wood for dredges.....	\$400.00
First National Bank of Tallahassee for P. N.	
Bryan & Sons, wood for dredges.....	\$500.00
First National Bank of Tallahassee for P. N.	
Bryan & Sons, wood for dredges.....	\$200.00
First National Bank of Tallahassee for P. N.	
Bryan & Sons, wood for dredges.....	\$128.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Nov. 21, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Governor Broward made a verbal report of his recent visit to the dredges "Everglades" and "Okeechobee" now at work in the drainage and reclamation of the swamp and overflowed lands near New River, in the Everglades, and presented a map prepared by John W. Newman, Engineer and Surveyor, in charge of platting the reclaimed

lands preparatory to sales thereof, for the consideration of the Trustees.

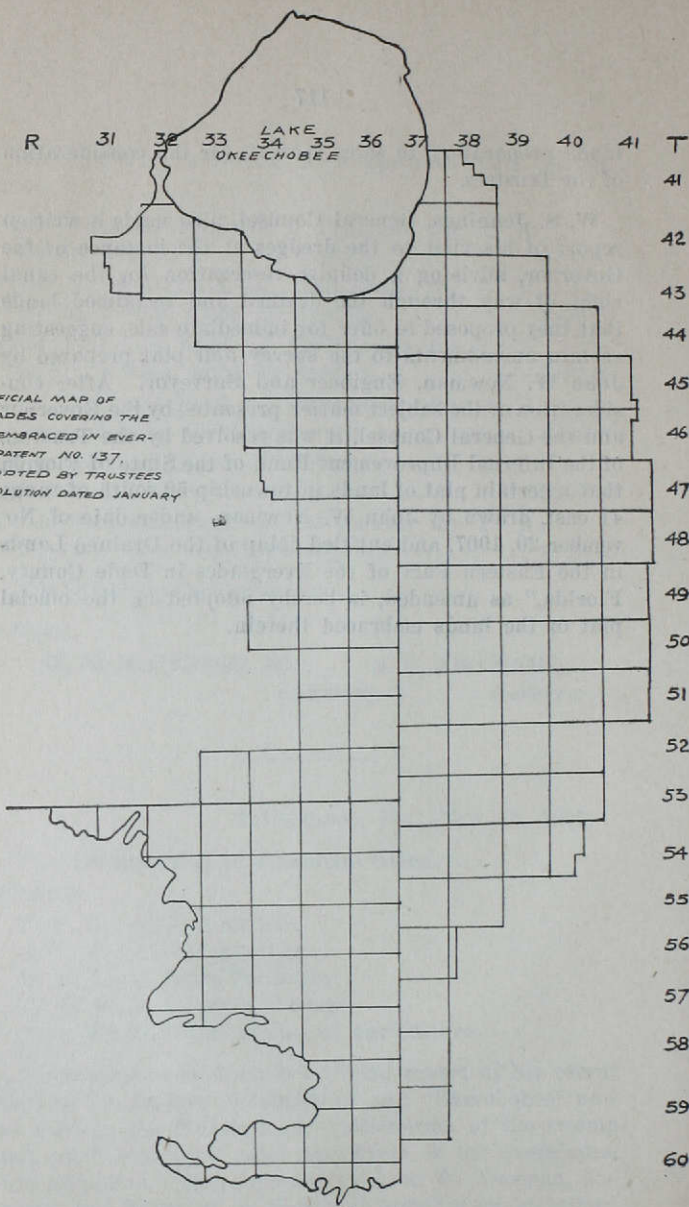
W. S. Jennings, General Counsel, also made a written report of his visit to the dredges at the instance of the Governor, advising a definite reservation for the canal right of way through the drained and reclaimed lands that they proposed to offer for immediate sale, suggesting certain amendments to the survey and plat prepared by John W. Newman, Engineer and Surveyor. After consideration of the subject matter presented by the Governor and the General Counsel, it was resolved by the Trustees of the Internal Improvement Fund of the State of Florida that a certain plat of lands in township 50 south of range 41 east, drawn by John W. Newman, under date of November 20, 1907, and entitled "Map of the Drained Lands in the Eastern Part of the Everglades in Dade County, Florida," as amended, is hereby adopted as the official plat of the lands embraced therein.

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OFFICIAL MAP OF
EVERGLADES COVERING THE
LANDS EMBRACED IN EVER-
GLADE PATENT NO. 137,
AS ADOPTED BY TRUSTEES
IN RESOLUTION DATED JANUARY
2^d 1905



W. S. Jennings also reported, under date of November 19, 1907, the progress in the negotiation, in accordance with his instructions, under date of May 20, 1907, relating to the adjustment and settlement of the suit of the Louisville & Nashville Railroad Company against the Trustees for the sum of \$251,102.55, as of the date of May 22, 1907, being the proceeds of the sale of about 103,000 acres of land previously sold to Neill G. Wade, and interest thereon from the date of said sale, which moneys were in the banks to the credit of the Trustees, and enjoined by an injunction issuing from said Court, which suit had been appealed to the United States Circuit Court of Appeals at New Orleans, and is now pending, and the second suit of the L. & N. R. R. Co. in which it claims 398,051 acres, which is embraced in certificates issued by the Trustees during the year 1888, and upon the land grant claim aggregating 1,072,000 acres; the suit of the Southern States Land and Timber Company, pending in the United States Circuit Court against the Trustees, claiming 398,051 acres, under certificates issued in 1888 to the Louisville & Nashville Railroad Company, by virtue of certain warranty deeds and contracts executed to it by the Louisville & Nashville Railroad Company, in which injunctions were issued by the United States Circuit Court to the effect: That the Trustees be enjoined from selling or disposing of any of the lands patented to the State by Act of Congress of September 28, 1850, and from pledging, charging, or otherwise incumbering the same, or any part thereof, for the purpose of drainage or reclamation, under any contract or otherwise, which is modified by the order issued and made to except 100,000 acres, provided that "said Trustees shall have the right to sell or otherwise dispose of, of said lands, a number of acres not exceeding 100,000 for the purpose of using the proceeds for the purpose of drainage and reclamation and shall have the right, after six months from this date, to make application to the Court for further order touching the sale or disposition of said swamp and overflowed lands for the purpose of drainage and reclamation, and paying the expenses of

the trust;" which was afterwards modified by the Court, on the application of the complainant's counsel, to the effect that the "Trustees be enjoined from disposing of the lands described in the exhibits attached to the bill of complaint," and "from selling or disposing of any of the other lands patented to the State of Florida by the United States, under the act of Congress of September 28, 1850, not hertofore sold or disposed of, and from pledging or incumbering, or otherwise charging the same, for the purpose of drainage or reclamation," exempting from the operation of this order lands of those granted to the State of Florida by the act of Congress of September, 28, 1850, not exceeding 100,000 acres, and of a selling value not exceeding \$50,000, such lands to be selected by the Trustees or their successors in the trust, and providing that the Trustees might, after six months from this date, apply to the Court for a further order exempting other lands from the operation of this injunction, etc.

It appearing from the said agent's report of progress that the Louisville & Nashville Railroad Company was willing to enter into a negotiation looking to a settlement on the basis suggested in the letter of W. S. Jennings, under date of August 29, 1907, addressed to Hon. W. A. Blount, District Attorney for the L. & N. R. R. Company, which was to the effect, that they would accept a settlement on the basis of satisfying the Southern States Land and Timber Company, as is grantee for 398,051 acres of certified lands, covered by their warranty deeds and contracts, and the relationship existing thereunder between said companies, and the payment of \$110,000 in money, and in consideration of which it would satisfy this decree for \$251,102.55, dissolve the injunctions issued in the Southern States Land and Timber Company case; and enter into a stipulation dismissing the suit of the L. & N. R. R. Co. against the Trustees, the appeal to the Court of Appeals, and the suit of the L. & N. R. R. Co. upon the open claims of 1,072,000 acres of open grant lands, and dismiss the suit of the Southern States Land and Timber

Company for 398,051 acres of lands certified by the Trustees in the year 1888, all of which were duly considered, together with other recommendations contained in said report, whereupon the following preamble and resolutions were adopted:

Whereas, The Trustees of the Internal Improvement Fund, did, on the 20th day of May, 1907, request the Hon. W. S. Jennings and Hon. W. H. Ellis to undertake to make a settlement of the claims against the Fund, some of which had been brought to a decree in the United States Circuit Court, and

Whereas, A letter dated November 19, 1907, addressed to the Trustees by Hon. W. S. Jennings reports the progress he has made in the negotiations for such settlements, together with the propositions referred to, and

Whereas, The terms of such settlements as proposed, appear to be very advantageous to the Fund; now, therefore,

Be it Resolved, That Hon. W. S. Jennings, assisted by W. H. Ellis, is hereby authorized as the agent of the Trustees of the Internal Improvement Fund, to proceed to negotiate for settlements on the terms suggested in his letter and report, with the owners of said Railroad Land Grant Claims whether under certificates issued by the Trustees prior to the year 1901, or open grant claims, and to report thereon as occasion may require; and further to negotiate for the adjustment of other claims and report progress thereon to the Trustees, to the end that the litigation now incumbering the Fund and impairing its usefulness to the State may be disposed of, to the advantage of the Fund and of the State.

The following communication from Hon. W. S. Jennings, general counsel, was read and ordered spread upon the minutes:

Jacksonville, Fla., Nov. 19, 1907.

Trustees of the Internal Improvement Fund,
Tallahassee, Fla.

Dear Sirs:—

At Governor Broward's instance I accompanied him on a visit and tour of inspection of the drainage canals now being cut by the dredges "Everglades" and "Okeecho-bee" under your directions, and beg to advise that we traversed the canals from New River to the dredges and made a careful observation of the general effects and results of the work and its progress.

The distances and details of the work are no doubt shown accurately by the reports of the superintendents and engineers. To the point of view of a layman, the work done has been something marvelous, and the achievements far beyond the most sanguine or hopeful expectation of those in charge of its inauguration. For the entire distance of both canals are great banks of material, principally rock removed by the dredges in cutting the canal approximately ten feet deep and sixty feet wide, these banks appearing to be about fifteen feet high and forty to sixty feet wide on either bank of the canal.

That the canals are a success and are reclaiming the land as the dredges progress, is thoroughly established. The canals reduce the water level from the surface to a point six feet below the surface of the ground as shown by the water in the canal, and the land for a mile on either side of the canal is entirely reclaimed, and is practically ready for preparation for cultivation, and the general influence of the drainage reaches to a much greater distance than one mile. While on the dredge "Everglades," Captain John Newman, the engineer, exhibited to us his survey plan of the reclaimed lands that you are contemplating placing on the market in a short time. I observed from his plat that he has divided the reclaimed land owned by the Trustees on either side of the canals, square with the canals; I mean, without regard to the customary directions, or the usual land lines of the sub-

divisions of the United States plan of survey, in order that the frontage on the canal will be all of uniform width, making tracts or lots of 600 feet front, and sufficient depth to make ten acres in square form as nearly as practicable, requiring the lots to extend back 720 feet to include ten acres in a tract; that immediately back of each lot is another of the same width and size, etc. His plat contemplates a description and deed to each purchaser from the center of the canal, and he has not provided any cross-roadways or spaces for highways across the canals or ditches. This, to my mind, should be changed, and a canal right of way 300 feet in width reserved for the Trustees, and certainly not less than one hundred feet on either side of the outer banks of the canal, with roadways reserved at a distance not greater than 1,200 feet fronting on the canal, running back on land lines as established to other natural outlets, giving to each lot or tract of land so surveyed an outlet on a public thoroughfare of sufficient width for both the canal and the roadway or ditch, as circumstances now and in the future may require

The need for these rights of way and thoroughfares I submit is apparent. It will require approximately 100 feet on either side of the canal to take care of the overburden and the cleaning out and care of the canal, which should never be hampered by any questions of ownership and right of way or control over the canal and its banks at any and all times by the Trustees. It is also essential that the owners of the land should have some public thoroughfare along the canal for the hauling and transportation of the products of the territory in question, there being no other roadways or outlets. That the land is very rich there is no doubt. That it is going to be valuable from a productive standpoint, no one seems to question.

Whether you should exact the maximum price for small acreages as the plan to be adopted with the undertaking you have in charge I regard as a very serious problem. There are many considerations that enter into the price

of lands affected by a newly installed experiment, such as this is. The canals do not reclaim the land and make it available in the ordinary acceptation of the availability of land. The population that will seek that territory must necessarily be small until it passes the experimental stage. The population that we have that will enter upon this experimental work is necessarily small. The acreage of land of this quality and character that will be reclaimed within the next year at the same rate of progress or anticipated rate of progress of the work will be many, many times that now on hand.

The success of the development of that country will be dependent upon settlement as much as the soil. It appears to me that, notwithstanding the flattering opportunities offered for the accumulation of wealth that it will not attract a man of family to move into that territory until the experimental period, both of the success of drainage operations and of sufficient settlement is assured, to establish some convenience of travel, schools, churches, etc., as inducements to move there. If this is the correct view to take of the situation, it necessarily falls upon a few pioneers to enter this territory and develop it until the success of the drainage work and the profitable production of crops on the land is assured, so as to overcome the unusual cost of transportation and the inconvenience that one subjects himself to in settling on this reclaimed territory. It is my opinion that a reasonable charge for the land, one that will induce bona fide settlement, is of far more value and importance to the work than a policy of establishing a price that makes the undertaking more hazardous and lessens the real inducement for permanent development and settlement. If the Trustees in their anxiety (which I share) to make the best possible disposition of the lands for the benefit of the Fund, which you have all shown yourselves so vigilant in doing, desire to obtain for the benefit of the rise in prices which will inevitably follow the settlement in this district then I advise that you reserve absolutely the alternate section of two lots each from sale that is, selling two adjacent lots in one tract, and reserving the next two,

etc. Thus you give two neighboring owners a ten acre tract each, with an outlet on the division lines or highways suggested on either side of the 1,200 foot spaces.

Generally speaking, the work is a great success. The objections that have been urged to the plan and undertaking have been overcome by actual demonstration of the results and effect of the work. The anxiety that some urged that if the water was turned through the channel of New River from the Everglades it would overflow the banks, is dispelled by the facts which are a demonstration to the contrary. The influence on the river has never been and is not perceptible. The reduction of the water level to six feet below the surface of the ground is all and more than could have reasonably been expected. That water will flow through the canal and on to the ocean is not only demonstrated, but the positive truth is that the superintendent finds it necessary to keep a sufficient quantity of water in the canal to float the dredge, while in front of the dredge is the water pouring over the front of the canal and falling six feet over a perpendicular dam to the water level of the canal and thus going on to the ocean.

The result is that the reclamation of the land is fully demonstrated. We walked for a distance of half a mile or more along an Indian trail or canoe route through the saw grass, where twenty days ago the Indians traveled with their boats and canoes, the water having all been drawn off from this territory by the cutting of the canal, thus lowering the water level. Yours very truly,

W. S. JENNINGS,
General Counsel.

Also the following communication from Hon. W. S. Jennings, General Counsel, in reference to the suit of the Louisville and Nashville Railroad Company against the Trustees.

L & N. R. R. vs. Trustees I. I. Fund.
Trustees of the Internal Improvement Fund.
Tallahassee, Fla.

Dear Sir:

As you are aware, the Louisville & Nashville Railroad

Company instituted a suit against the Trustees of the Internal Improvement Fund in the United States Circuit Court for the Northern District of Florida, on or about the 19th day of April, 1902, making the Tallahassee Southeastern Railway Company, the Atlantic Lumber Company and Neill G. Wade co-defendants, and later entered another suit against the Trustees of the Internal Improvement Fund, claiming in the two suits, among other things, that as the successor of the Pensacola & Atlantic Railroad Company, it was entitled to the swamp and overflowed lands under the provisions of Chapter 3335, Laws of Florida, not included in the deeds heretofore executed to it, amounting to 1,772,679 acres, the balance claimed in said suits aggregating 1,447,321 acres, certificates having been issued to it for 398,051 acres, which it has since deeded to the Southern States Land and Timber Company, which fact was developed in the pleadings, and the suit thereunder instituted by the Southern States Land & Timber Company against the Trustees demanding deeds to the 398,051 acres.

The first suit was dismissed as to the Tallahassee Southeastern Railway Company, the Atlantic Lumber Company and Neill G. Wade, including the injunctions against the Trustees except as against the purchase money for 103,000 acres of land sold by the Trustees to Neill G. Wade, which amounted to 223,000 or thereabouts, the injunction having been perpetuated against the use of the Trustees of the proceeds of said sale to Wade and a final decree having been rendered against the Trustees by the United States Circuit Court on the 23rd day of May, 1907, for the sum of \$223,824, together with interest thereon at the rate of 2½ per cent. per annum from July 3, 1902, to the date of the decree, making a total of \$251,102.55 with legal interest thereon from the date of said decree.

Therefore, there is now involved in these proceedings lands and moneys as follows: First, \$251,102.55; second,, the open claim for 1,049,270 acres of land; third, the lands certified by former Trustees during the year 1884, aggregating 398,051 acres, now claimed by the Southern States Land & Timber Company.

On or about December 22, 1906, Attorney General W. H. Ellis presented a communication from Hon. W. A. Blount to the Trustees, in relation to a proposition for a settlement of the claims of the L. & N. R. R. Co. against the Trustees, the proposition being that the L. & N. R. R. Co. should convey to the Trustees all the lands which have not been patented or certified to it, but which it claims under legislative grants, for the sum of \$110,000, to be paid to it by the Trustees, and that the Trustees should further indemnify the L. & N. against any damages which the Southern States Land & Timber Company might recover against the L. & N. by reason of the failure of the latter to make good its contract in relation to the lands formerly sold to it, being the lands heretofore certified as referred to amounting to 398,051 acres, which acreage is subject to verification.

It appears from the minutes that the Trustees considered the proposition and instructed Mr. Ellis to write to Mr. Blount to allow the proposition to remain open until after the holidays, etc. Prior to my departure from Tallahassee to attend the final hearing of the cause, at which final hearing a decree was granted against the Trustees, I was authorized to present to Mr. Blount a favorable consideration of his former proposition, which I did, and the same was not entertained, the reasons given at the time being to the effect that so much time had elapsed between the presentation of his proposition and any further advices relative to the attitude or determination of the Trustees, that he did not know whether his client would consider the same proposition at that time and he would have to take it up with them, which would consume several weeks time and as the case was set for final hearing on that date, that he would not await further negotiations. Hence, we proceeded with the case, and a final decree was entered against the Trustess for \$251,102.55.

After the decree was entered, in further discussing the matter, he said that he would bear the suggestion in mind. During the latter part of last August, while in Tallahassee in conference with General Ellis and Judge Carter

of the firm of Blount & Blount & Carter, settling stipulations in the pending case the question of settlement was mentioned and resulted in some correspondence between Mr. Blount and myself, copies of which correspondence are attached to this communication and are furnished for your information and are self-explanatory. It will be observed that I wrote Mr. Blount under date of August 29th, to the effect that I was not authorized to write exactly what the Trustees were willing to do, but that the obstacles which had appeared in the way at the previous time had been removed and that I was under the impression that the proposition could be closed upon the basis suggested, to the effect that the L. & N. assign or surrender or cancel all of its rights, title and claim, under the alleged land grants, not heretofore decided or certified, upon payment of \$110,000 by the Trustees, and the Trustees to satisfactorily adjust and arrange the matter of the certified lands or claims of the Southern States Land & Timber Company.

It will be further observed from Mr. Blount's letter of November 13, 1907, on this subject, that his client is willing to accept this proposition. I do not deem it necessary to discuss the matter that I had in mind in reference to the obstacles which appeared in the way at the previous time which had been removed, further than to state that the elimination of the claim of the Atlantic Lumber Company, by the decision of the court holding the act to be unconstitutional, and the other propositions that I have understood will be presented for large acreages, thus enabling the Trustees to settle a large acreage on a basis that they might approve enable the Trustees to consider this proposition more definitely at this time.

Propositions of settlement and compromise are always burdened with considerations of grave import and responsibility, and as counsel for the Trustees, I feel deeply the responsibility I am assuming in presenting this matter for your consideration. My opinions on the legal phase and status of these land grants and all matters involved in the presentation have been fully set forth heretofore, both in opinions furnished the Trustees and

in briefs and arguments submitted to the various courts where these cases are pending. In these expressed views and opinions I have entire confidence. My former expressed opinions have been confirmed by my more mature reflection, study and research on the law governing these land grants.

That there are other urgent matters of present vital importance demanding attention and solution, not of a purely legal character but possibly within the scope of my employment as agent and services due you at my hands seems to be apparent. Therefore, a broader scope and consideration appeals to me and I shall not shirk from the apparent duty and responsibility incident to the problems before me.

You have undertaken what many have considered an impossible task, beginning as you have twenty years after legislative enactments have granted a greater area than the Trustees possess; first, to defend and retain the lands vested in the Trustees for the uses and purposes for which they were granted and vested; second, to reclaim those lands, thus carrying out the contract of the State and making fit for cultivation and habitation an area equal to and greater than some States of this Union. How well you have succeeded in the first task enumerated, the records will bear witness. The second, though just begun, must be accorded a page of unparalleled achievement. The progress of both leads to the definite undertaking and solution of problems fraught with conditions for which you are in no wise responsible, among them being the decree against your fund for \$251,102.55, which decree was for the proceeds of the sales of 103,000 acres of lands, the deed to which, together with other lands, was in escrow without consideration, as far as the Fund is concerned, when some of your members accepted the responsible position of Trustee and prior to the acceptance of the trust by the remaining members.

You have installed two of the most magnificent dredge boats of the age, which are now in the field operating successfully. Your available funds on hand are ex-

hausted. The money on hand you are enjoined by the United States Court from using, therefore you are limited to the resource of sales of land to carry on this work, in the absence of which the work must cease. If the work ceases, the general welfare must suffer irreparable injury, the Fund great damage to its dredges and canals, which may need attention, and the Fund will be exposed to possible forfeiture. These results must be obviated by wise management of the Fund. To sell lands in their present unreclaimed condition means to sacrifice them at prices heretofore obtained or at about twenty-five cents per acre, whereas, the lands behind the dredge can be sold at from \$10 to \$20 per acre. The release of this judgment upon payment of \$110,000 makes available in your hands without sale of lands \$141,102.55.

I learned from Governor Broward, who must be recognized now as authority on the subject, that the canals now being cut based on the experience of present work, which requires the removal of 105,600 cubic yards per mile, at a total cost of \$2,000 per mile estimated, with the present dredges will be cut at the rate of twenty-four miles of canal of the present dimensions per year, at a total cost of \$48,000. On this basis the amount of remaining funds on hand, after paying \$110,000, being \$141,000, would operate both dredges a year and a half, making an estimated cut off of thirty-six miles of canals, which will reclaim an average of 750 acres per mile on both sides of the canal, or upwards of 50,000 acres, which, if estimated at the minimum prospective value of \$10.00 per acre is equivalent to \$500,000. In addition to these considerations, the State Board of Education has demanded from the Trustees an accounting for a large sum of money, being 25 per cent. of the sales of public lands from the date of the adoption of the Constitution of 1868 of the State of Florida, which provides in effect that twenty-five per centum of the sales of all public lands shall be paid into the State School Fund, and this demand and state of facts must be taken into consideration.

After much consideration of these various facts and the entire subject matter as it presents itself to my mind,

I have concluded to make the following recommendations for your consideration.

(1.) That the Trustees execute to the State Board of Education a deed definitely describing 500,000 acres of lands in alternate sections, on account of the claim to the proceeds of public lands made by the Board of Education under the constitutional provision.

(2.) That the Louisville & Nashville Railroad Company execute a deed to the State Board of Education, conveying the same 500,000 acres of lands and assigning all of its rights and titles, interest, claim and demand, and all rights and titles which it may hereafter acquire in or to said lands to said State Board of Education of Florida.

(3.) That the Trustees also convey to said Louisville & Nashville Railroad Company 386,067 acres of certified lands heretofore contracted and deeded to the Southern States Land & Timber Company by said railroad company.

(4.) That the said Louisville & Nashville Railroad Company also satisfy its decree recovered in May, 1907, against the Trustees in the amount of \$251,102.55.

(5) That the Trustees pay to the Louisville & Nashville Railroad Company the sum of \$110,000 in cash.

The result of these recommendations is apparent. It make available \$141,000 in cash. It places in the State Board of Education the title to 500,000 acres definitely described lands and also vests the State Board of Education with all the right, title and interest of the Louisville & Nashville Railroad Company in and to said lands acquired by virtue of Chapter 3635 of the Laws of Florida, and as recognized by the Trustees and definitely located by them on specific lands, and thus the State Board of Education becomes vested with all of the rights of the Louisville & Nashville Railroad Company, which are prior in time and therefore superior in equity to the claims of any other railroad companies now suing to recover public lands from the Trustees under the provisions of land grants enacted subsequent to the enactment of said Chapter 3335. It thus saves to the State Board of Education said 500,000 acres of lands or the residuary interest therein, and the assignment of the remaining claim or

residuary interest of said railroad company in and to 549,000 acres now a part of the Fund and involved in the present litigation. The claim of the Southern States Land & Timber Company is also satisfied. The final decree of the Louisville & Nashville Railroad Company for \$251,102.55, with legal interest thereon, is also satisfied and cancelled.

Yours very truly,

W. S. JENNINGS.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Dec. 5, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

After consideration the following preamble and resolutions were adopted:

Whereas, A proposition of settlement of the claims of the Louisville & Nashville Railroad Company growing out of the legislative grants contained in Chapter 3335, Laws of Florida, involved in one suit instituted in the United States Circuit Court in and for the Northern District of Florida, in which the Louisville & Nashville Railroad obtained final decree against the Trustees May 23, 1907, for the sum of \$251,102.55, with legal interest thereon from the date thereof, said amount being the proceeds of the sale of about 103,000 acres of land located in Taylor County and other counties in the State of Florida, to one Neill G. Wade, from which said decree an appeal was

taken by the Trustees and is now pending in the United States Circuit Court of Appeals at New Orleans, and

Whereas, The Louisville & Nashville Railroad Company instituted a second suit in the United States Circuit Court in and for the Northern District of Florida, demanding, among other things, deeds of said Trustees to 1,049,270 acres of lands not heretofore deeded or certified by the Trustees of the Internal Improvement Fund of Florida, and

Whereas, The Southern States Land & Timber Company, a corporation organized and existing under the laws of the State of Louisiana, purchased from the Louisville & Nashville Railroad Company certain lands estimated at 386,067 acres heretofore embraced in certificates issued by the Trustees of the Internal Improvement Fund in 1888 and obtained an injunction against the Trustees from selling any of the swamp and overflowed lands now owned by said Fund in excess of \$50,000 in value without further order of the court, and

Whereas, A proposition has been submitted by the Division Attorney of the Louisville & Nashville Railroad Company to the General Counsel of the Internal Improvement Fund upon the following basis; that the Louisville and Nashville Railroad Company will accept in satisfaction of its final decree of \$251,102.55, dissolve all injunctions against said Fund and join in dismissing the said appeal case, and dismiss said cause in the Circuit Court, and assign to the State Board of Education of Florida its right, title, interest and claim to all of its said land grants not heretofore deeded or certified to the company, or that may hereafter be acquired by said company under and by virtue of said land grants or claims thereunder, and quit claim back to the Trustees 11,235.35 acres of land contained in certificates issued by the Trustees of the Internal Improvement Fund to the Pensacola & Atlantic Railroad in 1888, and deeded by the Louisville & Nashville Railroad to Southern Land & Timber Company by warranty deeds and covenants of contracts

under which the Louisville & Nashville Railroad Company covenanted and warranted to procure deeds from the Trustees of the Internal Improvement Fund and patents thereto from the United States Government to the State of Florida, or the option of the Southern States Land & Timber Company to refund to said company for such deficiency the sum of twenty-five cents per acre, together with legal interest thereon from the date of said deeds and contract, which were of the date of October 13, 1902, and dismiss the suit pending in the Circuit Court of the United States against the Trustees instituted by the Southern States Land & Timber Company and dissolve injunction therein standing for and in consideration of a deed from the Trustees of the Internal Improvement Fund of the State of Florida, conveying to the Louisville & Nashville Railroad Company the lands embraced in said certificates issued by the Trustees in the year 1888 not heretofore conveyed which have been patented to the State of Florida by the United States Government, aggregating 374,831.84 acres, and the payment of the sum of \$110,000, together with the further sum of \$3,936.95, being twenty-five cents per acre for the 11,235.34 acres not patented as aforesaid, and legal interest thereon from October 13, 1907, and

Whereas, The Trustees of the Internal Improvement Fund aforesaid are confronted with a condition which is recognized as being of great import to the Fund, their available funds being exhausted, the moneys on hand being enjoined by the United States Court and not available, that the work of draining and reclaiming the swamp and overflowed land of the Fund being recognized by them as their paramount duty and trust devolved upon them under the laws of the State of Florida, which work they are vigorously prosecuting, having two large and modern dredges at work in the Everglades near New River, which can only be kept in operation by the sales of unreclaimed lands at a nominal value ranging below 33 1-3 per cent. average, the lands behind the dredges reclaimed by said

drainage operations selling readily at from fifteen to twenty dollars per acre.

The premises considered, with the general welfare of the fund in mind, it is deemed advisable to accept said proposition to have said final decree satisfied, the injunctions dissolved, the suits of the Southern States Land & Timber Company, and both suits of the Louisville & Nashville Railroad Company 'against the Trustees dismissed; that the proposition be accepted; that a check or checks be prepared payable to the order of Hon. W. A. Blount, Division Attorney of the Louisville & Nashville Railroad, for the aggregate sum of \$113,936.35.

Resolved second, That a deed be prepared and executed by the Trustees of the Internal Improvement Fund of Florida to the Louisville & Nashville Railroad Company, conveying 374,831.84 acres of the lands certified to the Pensacola & Atlantic Railroad Company by the Trustees of the Internal Improvement Fund in 1888, not heretofore deeded, embraced in deeds from the Louisville & Nashville Railroad Company, successor to the Pensacola & Atlantic Railroad Company to the Southern States Land & Timber Company, as shown by copies of said deed exhibited to said Trustees and that the preamble and deed be executed in words and figures as follows, to wit:

Whereas, The Louisville & Nashville Railroad Company as successor of the Pensacola & Atlantic Railroad Company, under and by virtue of certain decrees of the court and deeds of conveyance under and by virtue of Chapter 3335 of the Laws of Florida, and which appears to have been granted to the Pensacola & Atlantic Railroad Company, twenty-thousand (20,000) acres per mile, in aid of the construction of one hundred and sixty-one (161) of railroad, from River Junction, Florida, to Pensacola, Florida, by virtue of which said railroads have from time to time received deeds from the Trustees of the Internal Improvement Fund of Florida to lands estimated to aggregate two million one hundred and sixty-eight thousand and seventy-two and fifty-three one hundredths (2,168,-

672.53) acres, and certificates from the Trustees of the Internal Improvement Fund during the year 1888 agreeing, among other things, to convey said lands as described in said certificates to said railroad company, 'when said described lands were patented to the State of Florida, aggregating three hundred and ninety-eight thousand and fifty-one (398,051) acres, but on or about April, 1902, said railroad company instituted its suit in the United States Court against the Trustees, demanding, among other things, a deed to certain lands estimated to aggregate one hundred and three thousand (103,000) acres in Taylor and other counties, or the proceeds arising from the sale of said lands by the Trustees to Neill G. Wade, which litigation resulted in the final decree as of the date of May 23, 1907, against said Trustees, for the sum of two hundred and fifty-one thousand, one hundred and two fifty-five one hundredths (\$251,102.55) dollars, with legal interest thereon from the date of said decree, and said company having instituted a second suit against the Trustees in the United States Court, demanding among other things, a deed in satisfaction of a certain claim to lands, estimated to aggregate one million, forty-nine thousand, two hundred and seventy (1,049,270) acres, said company having heretofore deeded by warranty deed and covenants the lands certified as aforesaid, to the Southern States Land & Timber Company, which company had also instituted suit in the United States Court against said Trustees of the Internal Improvement Fund of Florida, demanding, among other things, the specific performance and conveyance of said lands described in said certificates; and,

Whereas, The State Constitution provides, among other things, that twenty-five per cent. of the sales of public lands shall be paid to the State School Fund, the State Board of Education having made demand upon the Trustees of the Internal Improvement Fund aforesaid for an accounting of the amounts due under said constitutional provision; and

Whereas, Negotiations for compromise and adjustment

of all of said suits, claims and demands have been considered and in pursuance thereof for the compromise and adjustment of said causes and conflicting claims of priorities and equities, and for the consideration of the final determination, the said Trustees of the Internal Improvement Fund covenant and agree, and execute the following deed of assignment and conveyance, viz:

INTERNAL IMPROVEMENT FUND, STATE OF
FLORIDA.

Deed No. 16,076.

Know all men by these presents that the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under the provisions of Section 617 of the General Statutes of the State of Florida, for and in consideration of the sum of one dollar (\$1.00) and in further consideration of the compensation and settlement of the claims and demands under the certificates heretofore executed to the Trustees of the Internal Improvement fund in the year 1888 as 'aforesaid, to them in hand paid by the Louisville & Nashville Railroad, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said Louisville & Nashville Railroad Company and its successors and assigns forever, the following described lands, to wit:

List of Lands in certificate to Pensacola & Atlantic Railroad Company, which have been patented to the State of Florida, and not conveyed by deed to said company, and which are embraced in Deed No. 1046 of Louisville & Nashville Railroad 'Company Southern States Land & Timber Company, Dated October 6, 1902:

	T.	R.	Acres.
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	44	35	

All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	45	35
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	46	35
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	47	35
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	44	36
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	45	36
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	46	36
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	42	37
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	43	37
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	44	37
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	45	37
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	46	37
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	42	38
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	43	38
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	44	38
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	45	38
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	46	38
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	43	39
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	44	39

All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	45	39
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	46	39
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	44	40
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	45	40

250,240 acres estimated.

List of Lands in certificate to Pensacola & Atlantic Railroad Company which have been patented to the State of Florida, and not conveyed by deed to said company, and which are embraced in Deed. No. 1047 of Louisville & Nashville Railroad Company to Southern States L. and Timber Company. Dated October 6, 1902.

	S.	T.	R.	Acres.
Lot 7	34	52	26	5.85
S $\frac{1}{2}$ of N $\frac{1}{4}$, N $\frac{1}{2}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$..	26	46	27	
N $\frac{1}{2}$ of NW $\frac{1}{2}$	34	46	27	
S $\frac{1}{2}$ of SE $\frac{1}{4}$	36	46	28	
NE $\frac{1}{4}$	6	52	28	
Lots 3 and 4.....	6	43	30	
All	14	43	30	
N $\frac{1}{2}$	22	43	30	
All	24	43	30	
S $\frac{1}{2}$	14	44	30	
S $\frac{1}{2}$	22	44	30	
All	26	44	30	
Lot No. 4.....	28	53	30	
W $\frac{1}{2}$	18	43	31	
E $\frac{1}{2}$ and NW $\frac{1}{4}$	20	43	31	
All	28	43	31	
W $\frac{1}{2}$	6	44	31	

All	10	44	31
W $\frac{1}{2}$	30	46	31
All	2	44	32
All	, 4	44	32
S $\frac{1}{2}$	12	44	32
All	14	44	32
All	34	45	32
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36.		50	32
All of Sections 8, 10, 12, 14, 22, 24, 26 and 36 and W $\frac{1}{2}$ of Section 18..		44	33
SW $\frac{1}{4}$ of Section 2, S $\frac{1}{2}$ of Section 4, E $\frac{1}{2}$ of Section 8 and all of Section 10		45	33
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		50	33
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		52	33
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36	53		33
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		43	34
All of Sections 2, 8, 10, 12, 14, 18, 20, 20, 24, 26, 28, 30, 32, 34, 36.....		44	34
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		45	34
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		46	34
All of Sections 2, 4, 10, 12, 14, 22, 24, 26, 34, 36 and E $\frac{1}{2}$ of Section 28....		47	34
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		50	34
All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36		53	34

124, 591.84 estimated.

lying and being in the counties of Dade and Lee, in 'said State of Florida, to have and to hold the above granted

and described premises unto the said Louisville & Nashville Railroad Company, its successors and assigns forever.

In testimony whereof, the said Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol in the City of Tallahassee, on the fifth day of December A. D. nineteen hundred and seven.

N. B. BROWARD, (Seal.)
Governor.

A. C. CROOM, (Seal.)
Comptroller.

W. V. KNOTT, (Seal.)
State Treasurer.

(Seal of the Department
of Agriculture.)

W. H. ELLIS, (Seal.)
Attorney General.

B. E. McLIN, (Seal.)
Commissioner of Agriculture.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Dec. 9, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Checks were ordered drawn for one hundred and ten thousand dollars (\$110,000), payable to W. A. Blount, Division Counsel for the Louisville & Nashville Railroad Company, in readjustment and settlement of the claims of said railroad against the Trustees, and also check for three thousand nine hundred and thirty-six dollars and ninety-five cents (\$3,936.95) in favor of W. A. Blount, Division Counsel in re indemnity for lands unpatented. Said checks were to be used in payment of the drafts drawn by W. S. Jennings, General Counsel for Trustees, as set forth in the following communication:

*L. & N. R. R. Company vs. Trustees I. I. Fund.
Tallahassee, Fla.*

Dear Sirs:

I beg to advise you that in accordance with the former correspondence and negotiations pending between yourselves and the Louisville & Nashville Railroad Company, I have caused to be delivered the deed from the L. & N. R. Co. to the State Board of Education of Florida for 500,000 acres of lands, and an assignment of the remainder of its claim under Section 17, of Chapter 3335, Laws of Florida, to 549,000 acres of undescribed lands.

I have delivered to Hon. W. A. Blount, as District Attorney for the L. & N. R. Co., the deed executed by yourselves to the lands heretofore certified by your predecessors in office during the year 1888, conveying 386,067 acres, less 11,142.35 acres unpatented, having been found to be the exact acreage, instead of 398,834.65 heretofore claimed by the said company, and at the same time I exhibited to Mr. Blount your draft made payable to his order for the sum of \$3,936.95 to be delivered upon delivery to your order of a quit claim deed from the L. & N. R. Co., based upon a like conveyance from the Southern States Land and Timber Company, reconveying the said 11,142.35 acres embraced in said certificates heretofore referred to, and not patented by the United States, as stated.

I also handed him the following drafts payable at times considered acceptable to him, and arranged on account of

the financial conditions, in consideration and as a courtesy to the banks where said moneys are deposited, to enable the Trustees to have a little notice of the due notes of said amounts that they may notify the banks of the due notes, if so desired.

Draft for \$35,000, payable 10 days after sight.

Draft for \$25,000, payable 50 days after sight.

Draft for \$25,000, payable 60 days after sight.

Draft for \$25,000, payable 75 days after sight.

Yours very truly,

W. S. JENNINGS,
General Counsel.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Dec. 12, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following communication was received from W. S. Jennings, General Counsel, and ordered spread upon the minutes:

Jacksonville, Fla., Dec. 10, 1907.

*Trustees of the Internal Improvement Fund,
Tallahassee, Fla.*

Dear Sirs:

Below I submit statements of lands in certificates and deeds to the Pensacola & Atlantic Railroad Company, and the Louisville & Nashville Railroad Company as a veri-

fication of the deed and certificates to said companies, as prepared with the assistance of Mr. John T. Costa, of the Land Department.

777,379.64 Total acreage certified to P. & A.

357,361.86 Deeded to P. & A.

420,017.78 Balance remaining in certificates.

374,831.84 Conveyed to the L. & N. R. R. Co. and included in its deed to the Southern States Land & Timber Company.

45,185.94 Remaining in certificates.

11,235.35 Included in L. & N. deed to Southern States Land & Timber Company, not patented, to be paid for in accordance with warranty of said deed, under negotiations to satisfy the claim based on said certificates, at the option of the Trustees.

36,541.84 Conveyed to private parties by the Trustees at divers times of which 35,540 acres were conveyed to John A. Henderson, as compensation for selecting state lands, leaving a balance of 1,001.84 acres conveyed to private parties, included in settlement with L. & N. R. R. assigned to School Board, subject to former deeds to John A. Henderson and others.

W. S. JENNINGS,
General Counsel.

The following report was also ordered spread upon the minutes:

Jacksonville, Fla., Dec. 11, 1907.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

I have the honor to make the following report as a summary of the settlement effected of the suits of the

Louisville & Nashville Railroad Company, and the Southern States Land & Timber Company, pending in the United States Circuit Court for the Northern District of Florida, and the United States Circuit Court of Appeals at New Orleans, against the Trustees of the Internal Improvement Fund of the State of Florida, more fully detailed and recited in the stepnotes prepared by W. S. Jennings, as counsel and agent for the Trustees, and copies of the correspondence, embracing the proposition, basis and details of the negotiation, which are hereunto appended.

Three suits have been compromised and settled, viz:

(1.) The first suit of the L. & N. R. R. Co. against the Trustees pending in the United States Circuit Court of Appeals at New Orleans, upon an appeal by the Trustees from a decree rendered against them, amounting in principal and interest, to approximately \$265,000.

(2.) The second suit of the L. & N. R. R. CO. against the Trustees pending in the United States Circuit Court for the Northern District of Florida, for specific performance demanding deeds to about 1,447,000 acres of land, of which 398,000 were certified by the Trustees in 1888, as stated in certificates issued to the P. & A.

(3.) The suit of the Southern States Land & Timber Company, as grantee under warranty deed from the L. & N. R. R. Co., for the 398,000 acres of certified lands, formerly embraced in the second suit of the L. & N. as stated.

A final settlement of the matters involved in the three suits above referred to has been effected upon the following basis, and for and in consideration of the sum of \$113,936.95, paid by the Trustees to the L. & N. R. R. Co., and the execution of a deed from the Trustees to the L. & N. R. R. for the lands certified in 1888 aforesaid, less the lands deeded in the meantime to private parties, the present deed confirming the title to an estimated acreage of 374,831.84 acres; the L. & N. R. R. Co. on its part, executing its warranty deed and a general assign-

10.—I. I.

ment of its entire claim involved in its second suit, to the State Board of Education of Florida. The suits referred to were dismissed, the injunctions dissolved, the moneys involved in the injunctions and decree released, and the decree satisfied and cancelled. This transaction appears in tabulated form as follows :

	Acres.
Total claim of L. & N.....	1,477,000.00
Deeded (lands certified in 1888).....	374,831.00
Leaving a balance in favor of the Internal Improvement Fund of.....	1,072,169.00
Conveyed by the L. & N. to the State Board of Education of Florida	1,072,169.00
Money decree in favor of L. & N. against Trustees Internal Improvement Fund....	265,000.00
Money paid to L. & N.....	113,936.95
	<hr/>
Balance saved to the Internal Improvement Fund approximately	151,063.05

It thus appears that the compromise in question has effected a saving to the Internal Improvement Fund of the State of Florida, and to the State Board of Education of Florida, of 1,072,169 acres of public lands and approximately \$151,063.05 in money.

Respectfully submitted,

W. S. JENNINGS,

General Counsel and Agent.

The following accounts were presented and ordered paid:

First National Bank of Tallahassee for Reed A. Bryan, pay-rolls in re drainage as follows:	
Everglades \$562.92, Okeechobee \$798.73,	
Dynamite crew \$550.90, miscellaneous,	
\$775.25	\$2,687.90
First National Bank of Tallahassee for Reed A. Bryan, expense account for November, 1907..	180.75

T. Murphy Iron Works, fittings and work on dredges	195.14
Stranahan & Co., supplies for dredges for October and November	1,016.34
The East Coast Ry Co., charges on freight transported during October, 1907.....	188.89
Merrill-Stevens Company, fittings for dredges..	512.97
Frank T. Budge, dynamite for use in drainage..	1,062.40
Reed A. Bryan, expense account for November, 1907	188.67
P. Ullendorff, meat for dredges during November	45.00
P. N. Bryan & Sons, wood for use on dredges...	2,197.00
H. & W. B. Drew Co., tracing cloth.....	4.50
Featherstone Foundry & Machine Co., fittings for dredges	2,900.02
H. J. Drane, insurance on dredges.....	550.00
Capital Publishing Company, printing for Trustees and Salesman	13.50
S. B. Chapin, furnishing two plats.....	2.00
N. B. Broward, traveling expenses to Washington, D. C. and Baltimore to see U. S. Engineers of Bureau of Drainage Investigations, in relation to drainage of Everglades.....	102.80

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Dec. 13, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

After considering the affidavits of Messrs. Samuel A. Swann and Walton Goodbread, the Trustees decided to

sioner of Agriculture was directed to issue deed to Hon. Stephen A. Wilson to above land at \$2.00 per acre, said tracts embracing 81.52 acres.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Dec. 19, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The preliminary report of W. S. Jennings, the agent of the Trustees in negotiating an adjustment of the outstanding railroad land grant claims against the Internal Improvement Fund, was submitted as follows:

Jacksonville, Fla., Dec. 17, 1907.

Negotiations of the Trustees of the Internal Improvement Fund With Wisner Land Company.

*Trustees of the Internal Improvement Fund,
Tallahassee, Fla.*

Gentlemen:

The negotiations heretofore taken up by me as agent for the Trustees of the Internal Improvement Fund under the verbal directions of the Trustees, with the Wisner Land Company, under the verbal directions of the Trustees with the Wisner Land Company through its representative, Mr. D. R. McNeill, for a settlement of the suits pending in the United States Circuit Court in and for the Southern District of Florida, and in the cross bill of said company, filed in the suit of the Southern States

Land & Timber Company against the Trustees of the Internal Improvement Fund, in the United States Circuit Court for the Northern District of Florida, for the residue of lands claimed under the legislative land grants to the Florida Southern Railway Company, the Jacksonville, Tampa & Key West Ry. Co., the Silver Springs, Ocala & Gulf Railroad Company and the South Florida Railroad Company, amounting to a total open grant of 572,207.84 and 288,445 acres embraced in certificates issued by the Trustees of the Internal Improvement Fund in the years 1888 and 1889 having progressed to where it is deemed necessary to have specific instructions, a tentative agreement having been reached between your agent and the representative of the Wisner Land Company to the following effect.

(1.) The Wisner Land Company claims to have paid in cash the sum of \$121,000 for the various claims heretofore purchased by it in the year 1905 from railroad companies and their assigns above enumerated, included in these negotiations. The company will accept a deed from the Trustees to lands at market value equaling the total of the original purchase price paid by said company, which lands are particularly described and embraced in a list which has been prepared by D. R. McNeill as representative of the company and is handed you herewith. It will be observed from an examination of this list that he has set opposite the description the lands the valuation he has placed thereon, as the full market value of the specifically described land, and which price his company proposes to allow in these negotiations therefor, the total acreage embraced in said list aggregating 116,390.28 acres,

valued at \$122,743.39 at prices as follows:

14,260.17 acres valued at \$1.00 per acre.

6,647.67 acres valued at \$1.50 per acre.

83,509.00 acres valued at \$2.00 per acre.

50,760.00 acres valued at \$0.33 1-3 per acre.

Said lands are situated in the counties of Citrus, Dade, DeSoto, Hernando, Hillsborough, Lake, Lee, Levy, Marion,

Manatee, Monroe, Orange, Osceola, Pasco, Polk, St. Lucie and Volusia as stated in said list, which is referred to for greater particularity.

It is further understood as a part of this negotiation that the Trustees are at liberty to substitute money at the valuation placed on these lands by the Wisner Land Company, as stated in said list, in lieu of lands. It will thus be seen that upon the payment of \$16,720 in money 50.160 acres can be eliminated from the list, thus requiring a deed for only 60,000 acres of land in round numbers, and the payment of \$16,720 in money to effect the adjustment of the claims held by the Wisner Land Company, their transfer to the State Board of Education and the settlement of the suits pending against the Trustees. It is further understood between the parties to said negotiations that in case any of said lands embraced in the list presented herewith have been sold pending this negotiation, that other lands may be substituted therefor, or money in lieu thereof may be paid at the valuation stated on said list.

In order to expedite the negotiation, I suggest that if the proposed adjustment appears advantageous to the Internal Improvement Fund and otherwise acceptable to the Trustees that a deed be executed in accordance with these negotiations, and that authority be granted for the payment of such cash payments as the Trustees determine upon that the negotiations I suggest that if the proposed adjustment appears advantageous to the Internal Improvement Fund and otherwise acceptable to the Trustees, that a deed be executed in accordance with these negotiations and that authority be granted for the payment of such cash payments as the Trustees determine upon, that the negotiations may proceed and be closed as speedily as it is found practicable. Yours very truly,

W. S. JENNINGS, Agent.

Upon consideration thereof, the following preamble and resolutions were adopted:

Whereas, Negotiations for the settlement of the suits of the Wisner Land Company against the Trustees, pend-

ing in the Circuit Court of the United State for the Southern District of Florida and in the cross bill filed in the suit of the Southern States Land & Timber Company against the Trustees of the Internal Improvement Fund, pending in the Circuit Court of the United States for the Northern District of Florida, as assignee of the railroad land grant claims and lands embraced in certificates issued by the Trustees in the years 1888 and 1889, as above referred to and set forth in the preliminary report of the Agent of the Trustees, have been under consideration, and whereas, the terms of the proposed settlement of such suits, and the conveyance and assignment of all the rights, interests, claims and demands of said Wisner Land Company to the State Board of Education of Florida, as proposed, appear to be advantageous to the Internal Improvement Fund and to the best interests of the Fund and of the State. Now, therefore,

Resolved, That the Agent of the Trustees, W. S. Jennings, be and he is hereby instructed to proceed with the negotiations according to the terms outlined in his report and that the Commissioner of Agriculture be and he is hereby requested to prepare a deed in accordance with said agent's report, to be executed by the Trustees of the Internal Improvement Fund, conveying the lands set forth and described in the list presented with the report of said special agent, which are valued on said list at \$1.00 per acre and upward, but the Commissioner of Agriculture is instructed not to include in such deed the lands contained in said list, that have a valuation marked or designated on said list of less than \$1.00 per acre. And be it further

Resolved, That the agent of the Trustees, W. S. Jennings, be and he is hereby authorized to draw a sight draft upon the Trustees of the Internal Improvement Fund for the sum of \$17,456.57, being the amount found to be due under said negotiations for lands embraced in said list valued thereon at 33 1-3 cents per acre, and lands heretofore sold pending these negotiations as found by reference to the record of lands in the office of the Com-

missioner of Agriculture, for which substitute lands have not been selected by the Wisner Land Company.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Dec. 21, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Whereas, Hon. W. S. Jennings, as agent for the Trustees, assisted by Hon. W. H. Ellis, was instructed to proceed to Pensacola and adjust and close with W. A. Blount, attorney for the Louisville & Nashville Railroad, the settlement of the Louisville & Nashville claims against the Fund on account of legislative land grants to the Pensacola & Atlantic Railway Company, which settlement was negotiated and accomplished by W. S. Jennings, as agent, assisted by W. H. Ellis, for and by authority of the Trustees, and the settlement so negotiated has been confirmed by the Trustees, and

Whereas, W. S. Jennings, as agent, was, in making such settlement authorized to draw four several drafts as follows:

One (1) at ten (10) days sight for thirty-five thousand dollars.

One (1) at fifty (50) days sight for twenty-five thousand dollars.

One (1) at sixty (60) days sight for twenty-five thousand dollars.

One (1) at seventy-five (75) days sight for twenty-five thousand dollars in money against the Trustees; And,

Whereas, Said W. S. Jennings did draw said drafts as authorized, which drafts were accepted by the Trustees, and

Whereas, W. S. Jennings, as agent, was also authorized to pay in cash to the Louisville & Nashville Railroad Company the sum of three thousand nine hundred and thirty-six dollars and ninety-five cents (\$3,936.95) as indemnity for lands covered by certificates issued by the Trustees to the Pensacola & Atlantic Railway Company (which were not yet patented to the State by the United States, and for which said land the said \$3,936.95 was agreed to be paid as part of the settlement since the deeds issued by the Trustees for the lands so certified do not cover the unpatented land included in the said certificates, and,

Whereas, Said W. S. Jennings, as agent, did for the \$3,936.95 give to W. A. Blount, attorney for the Louisville & Nashville Railroad Company his personal obligation for said amount of \$3,936.95, until it could be paid by the Trustees, and

Whereas, the Trustees, in payment of said drafts drawn by W. S. Jennings and accepted by the Trustees and in the payment of the \$3,936.95 aforesaid, did draw drafts in favor of W. A. Blount, district attorney for the Louisville & Nashville Railroad Company, on banks as follows:

On the Capital City Bank:

No. 984 for \$3,000.

No. 994 for \$5,000.

No. 1003 for \$5,000.

On the Quincy State Bank:

No. 969 for \$2,000.

No. 986 for \$2,000.

No. 978 for \$2,000.

No. 996 for \$2,000.

On the First National Bank of Marianna :

No. 975 for \$2,000.

No. 990 for \$2,000.

On the First National Bank of Madison :

No. 971 for \$2,000.

No. 998 for \$2,500.

No. 988 for \$2,500.

On the Ybor City :

No. 972 for \$2,500.

No. 999 for \$2,500.

On the Peoples Bank & Trust Company of Jacksonville :

No. 974 for \$2,000.

No. 981 for \$2,500.

No. 1000 for \$2,500.

On the Atlantic National Bank of Jacksonville :

No. 967 for \$4,000.

On the State Bank of Florida :

No. 997 for \$5,000.

No. 979 for \$4,500.

No. 987 for \$2,500.

No. 970 for \$5,000.

On the National Bank of Jacksonville :

No. 995 for \$2,500.

No. 968 for \$5,000.

No. 985 for \$2,500.

No. 977 for \$5,000.

On the State Bank of Kissimmee :

No. 982 for \$1,000.

No. 991 for \$1,000.

On Dade County State Bank :

No. 996 for \$3,000.

On Exchange National Bank :

No. 973 for \$5,000.

No. 989 for \$2,000.

No. 980 for \$2,000.

On the Citizens Bank & Trust Company :

No. 976 for \$2,500.

No. 993 for \$500.

No. 1002 for \$500.

On the First National Bank of Tallahassee :

No. 1001 for \$2,500.

No. 992 for \$5,000.

No. 983 for \$5,000.

And whereas, Said drafts so drawn were delivered to the Hon. A. C. Croom, Comptroller, with instructions to have said drafts certified by the banks on which they were drawn, and when so certified to forward them to Hon. W. A. Blount, District Counsel, in lieu of the said drafts drawn by W. S. Jennings, as agent, and accepted by the Trustees, and

Whereas, Hon. A. C. Croom, Comptroller, has reported to the Trustees that the drafts have been certified and forwarded, as directed, and delivered to W. A. Blount, as evidenced by reports hereto attached and the drafts drawn by W. S. Jennings and accepted by the Trustees have been returned to the Hon. A. C. Croom, Comptroller, and such drafts were delivered to the Trustees, and each and all of them were cancelled in the presence of the Trustees, and

Whereas, The sight draft drawn for said \$3,936.95, in favor of W. A. Blount, and delivered to W. S. Jennings, in discharge of his personal obligation on account of the Trustees as aforesaid, has been by said Jennings endorsed to and delivered to Hon. W. A. Blount, District Counsel, as shown by the receipt of W. A. Blount, herewith filed with the Trustees, and

Whereas, All of said drafts drawn by W. S. Jennings and accepted by the Trustees, as aforesaid, have been duly cancelled in the presence of the Trustees and the receipt from Hon. W. A. Blount for the \$3,936.95 through Hon. W. S. Jennings has been duly presented to the Trustees by Hon. A. C. Croom, Comptroller, together

with a letter of transmittal of said drafts and receipts from Hon. W. A. Blount to the Hon. A. C. Croom, Comptroller.

Be it resolved, That the said receipt and said letter of transmittal be spread upon the minutes of the Trustees and the said receipts and cancelled drafts be filed with the records of the Trustees.

Be it further resolved, That the said W. S. Jennings, as agent, be and he is hereby allowed the sum of five thousand dollars as compensation for his services rendered in said settlement.

The following are the letter and receipt from Hon. W. A. Blount:

Pensacola, Fla., Dec. 18, 1907.

Hon. A. C. Croom,
Tallahassee, Fla.

Dear Sir:

Enclosed herewith I hand you receipt for the Trustees' checks certified for \$110,000, as stated in your letter of December 16th, and also receipt for \$3,936.95 sent me by Hon. W. S. Jennings, General Counsel for the Trustees, on November 21st, 1907, and accepted by the Trustees as follows:

- At ten (10) days sight \$35,000.
- At fifty (50) days sight \$25,000.
- At sixty (60) days sight \$25,000.
- At seventy-five (75) days sight \$25,000.

Yours very truly,

W. A. BLOUNT.

Received from the Trustees of the Internal Improvement Fund of the State of Florida, at the hands of Hon. A. C. Croom, Comptroller, in the settlement between the L. & N. and the said Trustees, relating to the unsatisfied portion of the land grant made by the legislature of the State of Florida to the Pensacola & Atlantic Railroad Company, claimed by the L. & N., the following certified checks payable to my order.

On the Capital City Bank :

No. 984 for \$3,000.

No. 1003 for 5,000.

No. 994 for 5,000.

On the Quincy State Bank :

No. 969 for \$2,000.

No. 986 for 2,000.

No. 978 for 2,000.

No. 996 for 2,000.

On the First National Bank of Madison :

No. 971 for \$2,000.

No. 998 for 2,500.

No. 988 for 2,500.

On the First National Bank of Marianna :

No. 973 for \$2,000.

No. 990 for 2,000.

On the Bank of Ybor City :

No. 972 for \$2,500.

No. 999 for 2,500.

On the Peoples Bank & Trust Company of Jacksonville :

No. 974 for \$2,000.

No. 1000 for 2,500

No. 981 for 2,500.

On the Atlantic National Bank of Jacksonville :

No. 967 for \$4,000.

On the State Bank of Florida :

No. 997 for \$5,000.

No. 979 for 4,500

No. 987 for 2,500.

No. 970 for 5,000.

On the National Bank of Jacksonville :

No. 995 for \$2,500.

No. 968 for 5,000.

N. 985 for 2,500.

No. 977 for 5,000.

On the State Bank of Kissimmee :

No. 982 for \$1,000.

No. 991 for 1,000.

On Dade County State Bank :

No. 996 for \$3,000.

On the Exchange National Bank :

No. 973 for \$5,000.

No. 989 for 2,000.

No. 980 for 2,000.

On the Citizens Bank & Trust Company :

No. 976 for \$2,500.

No. 993 for 500.

No. 1002 for 500.

On the First National Bank of Tallahassee :

No. 1001 for \$2,500.

No. 992 for 5,000.

No. 983 for 5,000.

December 18, 1907.

W. A. BLOUNT,

District Attorney L. & N.

Pensacola, Fla., Dec. 18, 1907.

Received from Trusees of the Internal Improvement Fund of the State of Florida certified check of the First National Bank of Tallahassee, for three thousand, nine and ninety-five one-hundredths (\$3,936.95) dollars, drawn by W. S. Jennings, to my order, same being part of the settlement between the Trustees of the Internal Improvement Fund of the State of Florida and the L. & N. R. R. Co., of the claim of the latter for the unsatisfied portion of the land grant made to the Pensacola and Atlantic Railroad Company, by an act of the Legislature, March 4th, 1881.

W. A. BLOUNT,

District Attorney L. & N.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Dec. 27, 1907.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The annual report of W. S. Jennings, General Counsel for the Trustees of the Internal Improvement Fund of the State of Florida, was received and ordered spread upon the minutes:

Jacksonville, Fla., Dec. 26, 1907.

*To the Honorable Trustees of the Internal
Improvement Fund of the State of Florida,
Tallahassee, Florida.*

Gentlemen:

I have the honor to submit the following report of services rendered as counsel, relating to the litigation in the various suits pending in the United States Circuit Courts and in and for the Northern District of Florida, and the Southern District of Florida, the United States Circuit Court of Appeals for the Fifth Circuit, at New Orleans, and in the Circuit Court of the State of Florida, in and for the Second and Seventh Judicial Circuits, the progress of the suits, the present status, injunctions, etc., together with reference to opinions rendered and briefs prepared, for and on behalf of the Trustees of the Internal Improvement Fund, incident to said litigation.

SUMMARY.

Status of the suits against the Trustees of the Internal Improvement Fund on the rule day, December, 1907.

(1.) L. & N. R. R. C., U. S. Court, 1902.—Final decree against Trustees for \$251,102.55 and interest. Pending on appeal.

(2.) Trustees vs. L. & N. R. R. Co., U. S. Court of Appeals—Record printed and filed. Briefs prepared.

Notice that case will be assigned for hearing in January.

(3.) Kittel vs. Trustees, U. S. Court, 1903—Settled. Dismissed.

(4.) Trustees vs. Kittel, U. S. Court, 1903—Settled. Dismissed.

(5.) Florida East Coast Ry. Co. vs. Trustees, State Court, 1903—Pending on demurrer of defendants.

(6.) L. & N. R. R. Co. vs. Trustees (second suit), U. S. Court, 1904—Pending before examiner. Testimony not concluded.

(7.) Wisner Land Co. vs. Trustees, U. S. Court, 1906—Cross bill. Pending on demurrer of defendants.

(8.) Wisner Land Co. vs. Trustees, U. S. Court, 1907—Cross bill, pending on demurrer of defendants.

(9.) East Coast Canal Co. vs. Trustees, State Court—Settled. Dismissed.

(10.) United States vs. Heitman, U. S. Court—Final decree dismissing bill of complaint.

(11.) Tallahassee S. E. R. R. Co. vs. Trustees, State Court, 1905.—Pending on demurrer of defendants.

(12.) Southern States Land & Timber Co. vs. Trustees, U. S. Court—Injunctions in force. Pending on demurrer of defendants.

(13.) Florida East Coast Ry. Co. vs. Trustees, U. S. Court—Cross bill, 1907. Pending on demurrer of defendants.

(14.) Richard G. Peters, U. S. Court, 1907—Pending on demurrer of defendants.

(15.) United Land Co., State Court, Dade County—Pending on demurrer of defendants.

(16.) Elbert N. Mabry vs. Trustees, State Court, Leon County—Pending on demurrer of defendants.

SUITS IN PROCESS OF SETTLEMENT.

December 26th, 1907.

(1.) L. & N. R. R. Co., U. S. Court of Appeals—Appeal from the decree. Suit dismissed; decree cancelled.

(2.) Southern States Land & Timber Co., U. S. Court—
Injunctions to be dissolved.

(3.) L. & N. R. R. Co. (second suit) settled—Dis-
missed.

INJUNCTIONS.

(1.) L. & N. R. R. Co. vs. Trustees, et als. An injunction was granted against the defendant, Neill G. Wade, as purchaser, and against the Trustees, enjoining them from disposing of the moneys derived from the sale of 108,000 acres of land. The injunction was dissolved as to Wade, in force as against the Trustees. A final decree was rendered in the suit against the Trustees for the sum of \$251,102.55, and the injunction continued in force. An appeal was taken to the United States Circuit Court of Appeals, a supersedeas order granted and the injunctions still continued in force. In the settlement with the L. & N. R. R. Co. the decree against the Trustees was satisfied, the injunction dissolved and the moneys named in the decree released.

(3.) The Southern States Land & Timber Company procured an injunction, which was afterwards modified, enjoining the Trustees from selling or disposing of any of the lands of the Internal Improvement Fund, except 100,000 acres of the value of \$50,000, without the further order of the Court, which injunction was dissolved as one of the considerations of the settlement of the L. & N. R. R. Co. suit and claim, and therefore the Fund is free from injunctions.

SUITS.

The Louisville & Nashville Railroad Company, against the Trustees of the Internal Improvement Fund. Amount in controversy, 1,117,000 acres of public lands and about \$265,000 in money.

This action, originally instituted by the Louisville & Nashville Railroad Company against the Trustees, in the United States Circuit Court for the Northern District of Florida, demanded, among other things, that the Trustees

be required to execute deeds conveying to said railroad company one million, one hundred and seventeen thousand acres of the lands belonging to the Internal Improvement Fund, and also demanded from the Trustees the sum of two hundred and twenty-three thousand dollars in money, which sum the Trustees had in hand as the proceeds of the sales of certain Taylor County lands to Neill G. Wade.

The Atlantic Lumber Company filed its bill of intervention, claiming the lands deeded by the Trustees to Neill G. Wade, or the proceeds thereof of certain railroad bonds of the Florida Railway Company, amounting to \$78,000 and thirty years interest, and demanded that the same be paid out of the lands or moneys of the Internal Improvement Fund.

John A. Henderson filed a petition of intervention, as a holder of certain railroad bonds of the Florida Railroad Company, amounting to \$78,000 and thirty years interest, and demanded that the same be paid out of the lands or moneys of the Internal Improvement Fund.

During the past year a stipulation was settled, prepared and signed by counsel for the complainant, and on behalf of the Trustees, and filed in said cause on the 27th day of April, 1907. During the early part of May the case was set for final hearing, and a motion was made on behalf of the Trustees for an extension of a few days time to take further testimony, which motion was denied. During the argument to the exceptions filed in the second L. & N. suit, hereinafter referred to, it was considered by the Master that this suit should be limited to the recovery of lands or the proceeds thereof, as described in the exhibits attached to the bill of complaint. The final hearing was set for the 22nd day of May, counsel for the Trustees appeared at this hearing and argued the case before the Court and submitted a brief, the result being that a final decree was rendered against the Trustees of the Internal Improvement Fund and in favor of said L. & N. R. R. Co. for the proceeds of the sale of said lands to Wade and $2\frac{1}{2}$ per cent. interest thereon from the date of sale to the date of the decree, amounting in the aggregate to \$251,102.55.

Counsel for the Trustees thereupon made a motion in

open court for an appeal from said decree to the United States Circuit Court of Appeals for the Fifth Circuit, at New Orleans, and for an order fixing the amount of the supersedeas bond. The appeal was granted and the amount of the supersedeas bond was fixed at \$10,000, whereupon counsel prepared the appeal bond and had the same executed by local individual bondsmen and by a surety company and submitted this bond to the court for approval, which was granted. Counsel prepared and filed the petition for appeal, with thirty-four assignments of error specified, which was allowed, the bond duly filed, transcript of the record was ordered prepared and examined by counsel and filed in the Court of Appeals, copies of the transcript of the record were printed and the case docketed in the Court of Appeals, and a brief was prepared by counsel for Trustees for submission to the Court of Appeals.

The interventors, the Atlantic Lumber Company, withdrew their petition, and a permissive order was entered by the Circuit Court, authorizing the Trustees to pay the railroad bonds mentioned in the petition of intervention filed in the case by John A. Henderson.

The case thus stood ready for final hearing upon the briefs of counsel.

Before the appeal was reached for final hearing, negotiations for a settlement of all the matters involved in the suits of the L. & N. R. R. Co. and of the Southern States Land & Timber Company, were successfully concluded, and as a part of such settlement, the final decree against the Trustees in this suit for \$251,102.55 and interest, now amounting as stated to about \$265,000, was satisfied and cancelled, the injunctions against the Trustees were dissolved, and the appeal was dismissed on or about the 15th day of December, 1907.

A brief summary of the terms upon which the claims and suits of the L. & N. R. R. Co and of the Southern States Land & Timber Company were compromised and settled is as follows: The L. & N. R. R. Co. claimed that it was entitled to 1,447,000 acres of the public lands belonging to the Internal Improvement Fund, under the

land grants contained in Chapter 3335, Laws of Florida. Out of this quantity of 1,447,000 acres, it appeared upon investigation that 386,067 acres were described in certain certificates, issued by the Trustees of the Internal Improvement Fund in the year 1888, in which certificates the trustees promised to execute deeds to such certified lands as soon as said lands were patented by the United States Government to the State of Florida. The L. & N. R. R. Co. had conveyed these certified lands by warranty deeds to the Southern States Land & Timber Company, and the last named company claimed that it was entitled to receive deeds to such certified lands from the Trustees. In addition to the lands claimed, the L. & N. R. R. Co. had obtained a final decree against the Trustees, now amounting as stated to about \$265,000.

These various claims the Trustees settled by the payment of the sum of \$113,396.35 to the L. & N. R. R. Co. and by the conveyance to it of 374,834 acres of certified lands. There was thus saved to the Internal Improvement Fund by the compromise about \$151,000 in money and 1,072,166 acres of public lands. In addition thereto the L. & N. R. R. Co. assigned and transferred to the State Board of Education of Florida its entire, right, title and claim under Section 17 of said Chapter 3335, Laws of Florida, to the remaining 1,072,166 acres of lands undeeded, thus preserving to the State Board of Education the priorities and equities of said L. & N. R. R. as against claimants under subsequent land grant acts, to this immense quantity of lands. Reference is made to the special report of general counsel and agent to the Trustees on the subject of settlement.

Blount, Blount & Carter, Solicitors for L. & N. R. R. Co.

Reeves & Maxwell and T. F. McGarry, Solicitors for the Atlantic Lumber Company.

T. L. Clarke, Solicitor for John A. Henderson.

(2.) The Florida East Coast Railway Company against the Trustees of the Internal Improvement Fund.

Amount in controversy, 2,040,000 acres of public lands.

This action was instituted by the Florida East Coast

Railway Company against the Trustees, in the Circuit Court of the Second Judicial Circuit of Florida, in and for Leon County, in Chancery, claiming lands under a land grant act enacted by the Legislature and approved by the Governor in June, 1893, praying for a decree directing the Trustees of the Internal Improvement Fund to deed to said railway company two million, forty thousand acres of lands belonging to the Internal Improvement Fund.

This suit is pending on demurrer to the bill of complaint and in accordance with correspondence between counsel for the respective parties, the hearing on said demurrer is anticipated at an early date, at the instance of counsel for the Trustees.

F. T. Myers and W. A. Blount, Solicitors for Complainant.

(3.) Mathilde G. Kittel against the Trustees. Amount in controversy, 8,7000 acres of public lands.

This suit was instituted by Mathilde G. Kittel, executrix, etc., against the Trustees of the Internal Improvement Fund, in the United States Circuit Court for the Northern District of Florida, in Chancery, claiming lands based upon the Legislature land grant, approved February 7th, 1883, to the Thomasville, Augusta & Tallahassee Railroad Company, by virtue of a deed under foreclosure proceedings, a certificate of the Trustees of the Internal Improvement Fund, etc., praying, among other things, for a decree directing the Trustees to execute a deed to Mrs. Kittel for eighty-seven thousand acres of land, or thereabouts.

This suit was pending upon the pleadings, exceptions to the answer of the defendants having been filed, when the case was settled between the litigants, and the case ordered dismissed.

Fred T. Myers and John A. Straley, Solicitors for De-
 plainant.

(4.) Trustees of the Internal Improvement Fund

against Mathilde G. Kittel, as executrix, etc. Amount in controversy, 37,500 acres of public lands.

The suit was instituted by the Trustees of the Internal Improvement Fund against Mathilde G. Kittel, as executrix, etc., in the Circuit Court of the Second Judicial Circuit of Florida, in and for Calhoun County, in Chancery, to remove cloud from title and cancel defendants claim under a railroad land grant act, foreclosure of mortgage deed, certificate of the Trustees, etc., to thirty-seven thousand, five hundred acres of land of the Internal Improvement Fund, which suit was removed on motion of the defendant, to the United States Circuit Court for the Northern District of Florida. This suit was awaiting decision under stipulation of counsel, but upon the settlement of the suit of Mathilde G. Kittel, executrix, against the Trustees, which embraced the matters involved in this suit, it was likewise ordered dismissed.

Fred T. Myers and John A. Straley, Solicitors for Defendant.

(5.) United States of America against Heitman, et als.

This suit was pending in the United States District Court for the Southern District of Florida, to require E. A. Hetman, F. A. Hendry and others named as defendants to remove the Hicpochee Canal Dam, as being an obstruction to a navigable waterway. This suit was pending upon bill and answer before the Master in Chancery, under an order of reference to take testimony. The testimony was finally settled and filed, the case set for final hearing before Judge Locke on June 26th, 1907, at which time counsel for the Trustees representing the defendants, appeared and argued the case and submitted a brief. The decree of the court ordered the injunction dissolved and the suit dismissed.

The United States District Attorney for the Complainant.

(6.) The Louisville & Nashville Railroad Company against the Trustees of the Internal Improvement Fund.

Amount in controversy, 1,117,000 acres of public lands.

This action was instituted by the L. & N. R. R. Co. against the Trustees in the Circuit Court of the United States for the Northern District of Florida, praying for an adjustment of land claims amounting to one million, one hundred and seventeen thousand acres, and that deeds be executed by the Trustees of the Internal Improvement Fund, conveying to said L. & N. R. R. Co. said acreage of lands.

This case on January 1st, 1907, stood upon plea to the bill of complaint, alleging the pendency of the former suit. During February, this plea was argued by counsel before Judge Swayne, and the plea was overruled. During March an answer was prepared by counsel for the Trustees and signed by the defendants and filed in the case, to which a replication was filed, and several conferences have been held between counsel, settling stipulations on the testimony, which stipulations were filed October 28th, the time for taking testimony to expire December 15th, were filed October 28th.

The claims advanced in this suit were also disposed of in the general settlement effected in L. & N. suit No. 1, and reference is made to the summary heretofore given of the terms of that settlement. The suit was ordered dismissed on or about December 15th, 1907.

Blount, Blount & Carter, Solicitors for Complainant.

(7.) The Florida East Coast Canal & Transportation Company against the Trustees of the Internal Improvement Fund.

Amount in controversy, 700,000 acres of public lands.

This suit was instituted by the Florida East Coast Canal & Transportation Company against the Trustees, in the Circuit Court of the Second Judicial circuit of the State of Florida, in and for Leon County, praying, among other things, that the Trustees be decreed to recognize the legislative land grant to said company, and for an injunction enjoining the Trustees from selling the

lands reserved and claimed under said legislative land grant, aggregating about 700,000 acres.

This suit is standing upon demurrer to the bill of complaint interposed by the defendants, an agreement having been arrived at between the parties to said suit, and the matters complained of adjusted and settled.

Cooper & Cooper, Solicitors for Complainant.

(8.) The Tallahassee Southeastern Railway Company against the Trustees of the Internal Improvement Fund. Amount in controversy, 110,000 acres of public lands. This suit was instituted by the Tallahassee Southeastern Railway Company against the Trustees, praying for a decree directing the Trustees to recognize said railroad land grant claims on its own behalf, and those of its predecessors in title, as set forth in its bill of complaint, and from an injunction enjoining the Trustees from using the proceeds of the sale of lands located in Taylor County. Upon the preliminary application and filing of the bill the court granted a restraining order, but after return was made by the Trustees and argument by counsel thereon, an order was entered by the court, dissolving the injunction and denying the prayer for an injunction; after which, counsel for the Trustees prepared a demurrer to the bill of complaint, which was filed and the case is now pending upon the demurrer.

T. L. Clarke, Solicitor for Complainant.

(9.) The Wisner Land Company against the Trustees of the Internal Improvement Fund. Amount in controversy, 859,000 acres of public lands.

The Wisner Land Company filed its bill against the Trustees in the United States Circuit Court for the Southern District of Florida, in Chancery, in September, 1906, claiming, among other things, to be the owner of the lands not heretofore conveyed, granted by Chapter 3167, Laws of Florida, to the Gainesville, Ocala & Charlotte Harbor Railroad Company, now the Florida Southern Railway Company; granted by act approved March 4th, 1879, to

the Tampa, Peace Creek & St. Johns River Railroad Company, now the Jacksonville, Tampa & Key West Railway Company; granted by act approved March 12th, 1879, to the Silver Springs, Ocala & Gulf Railroad Company, and granted by Chapter 3491 of the Laws of 1883, to the South Florida Railroad Company, aggregating an estimated acreage of about 859,000 acres, of which the Trustees in the year 1888 had granted certain certificates, under which the company claims 137,711.18 acres. The bill of complaint prays among other things that the Trustees be directed to execute to said Company deed conveying the lands so granted, and for indemnity for the lands not patented by the United States.

After filing an appearance, counsel for the Trustees prepared and filed a demurrer to the bill of complaint and the case now stands on demurrer.

E. J. L'Engle, Solicitor for the Complainant.

(10.) The Southern States Land & Timber Company filed its bill of complaint against the Trustees in the United States Circuit Court for the Northern District of Florida, in Chancery claiming to own the certified lands amounting to 398,000 acres, mentioned in the second suit of the L. & N. R. R. Co., above referred to, which lands were included in certificates issued by the Trustees in the year 1888 as therein described, and these certificates contained among other things a statement to the effect that upon the patenting of the lands by the United States Government to the State of Florida the Trustees would execute deeds conveying said lands to said company, or its predecessors in title. The suit was filed April 23rd, 1907. After appearance under the rules, a demurrer was filed on behalf of the Trustees to the bill of complaint on the June rule day.

The prayer of the bill also asks "That the Trustees be enjoined from selling or disposing of any of the lands patented to the State by Act of Congress of September 28th, 1850, and from pledging, incumbering or otherwise charging the same or any part thereof for the purpose or drainage or reclamation" and further, for a perpetual

writ of injunction "enjoining and restraining said Trustees from selling or otherwise disposing of or charging said lands, for the purpose of drainage or reclamation, under any contract or otherwise."

Notice was served that an injunction would be asked for on the 2nd day of May, 1907, citing the Trustees to show cause why the injunction should not be granted, to which a return was prepared by counsel and executed by the Trustees, and used on the argument of the case at Pensacola before Judge Swayne, at which time and hearing the court granted an order to the effect that the Trustees be enjoined from selling or disposing of any of the lands, except 100,000 acres mentioned, or otherwise charging the same for the purpose of drainage or reclamation.

The order further provided that "said Trustees shall, however, have the right to sell, or otherwise dispose of said lands, a number of acres not exceeding 100,000, for the purpose of using the proceeds for the purpose of *drainage or reclamation*, and shall have the right after six months from this date to make application to this court for further order touching the sale or disposition of said lands for the purpose of *drainage and reclamation* and paying the expenses of the trust.

On or about the 13th day of May notice was served on counsel for the Trustees by counsel for the complainant of an application to be made before Judge Swayne on the 20th day of May for a modification of said injunction, to the effect that the Trustees be enjoined from disposing of the lands described in the exhibits attached to the bill of complaint until the further order of the court, and that "this (proposed) order shall not, however, prevent the said defendants Trustees from hereafter showing to the Court the necessity of selling some of the lands for the purpose of drainage or reclamation, or the Court from permitting the sale of such of said lands, not exceeding 100,000 acres, as the Court, after the submission by the defendants to the Court of the prices and terms and description of the lands included in any proposed sale may decide it to be necessary or expedient to permit to be sold. Nothing in this order shall be construed as

a recognition of the right of the said defendants, Trustees, to sell or dispose of or incumber any of said lands, for the purpose of *drainage or reclamation* prior to the satisfaction of the land grant to the Louisville and Nashville Railroad Company, under whom the complainant claims."

At the argument of the case this proposed order was denied and Judge Swayne granted an order to the effect that the Trustees be enjoined from selling the lands described in the exhibits to the bill of complaint and "from selling or disposing of any of the other lands patented to the State of Florida by the United States, under the Act of Congress of September 28th, 1850, not heretofore sold or disposed of, and from pledging, incumbering or otherwise charging the same for the purpose of *drainage or reclamation.*"

There is exempt from the operation of this order lands of those granted to the State of Florida by the United States under the Act of Congress of September 28th, 1850, not exceeding 100,000 acres, and of a selling value not exceeding \$50,000, such lands to be selected by the Trustees or their successors in the trust. It was further ordered:

"The defendants, Trustees, or their successors in the trust, may, after six months from this date, apply to this court for further order exempting other lands from the operation of this injunction. Nothing in this order shall be construed as a determination of the rights of the parties to this suit to the lands involved in the suit."

In pursuance of the settlement effected of the claims of the L. & N. R. R. Co. and the Southern States Land & Timber Company, a summary of which has been heretofore given, the injunctions have already been dissolved in the above suit, and counsel have agreed that said suit shall be dismissed.

W. A. Blount, Solicitor for Complainant.

(11) The Wisner Land Company, cross-complainant,

against the Trustees of the Internal Improvement Fund. Amount in controversy 859,000 acres of public lands.

A cross-bill was filed by the Wisner Land Company in the suit of the Southern States Land and Timber Company against the Trustees, to which counsel for the Trustees prepared a demurrer to the bill of complaint, which was duly filed, and the case, so far as it relates to the Trustees, defendants, is now pending on demurrer. An answer to the cross-bill has been filed by the Southern States Land and Timber Company, to which replication has been filed; an answer to the cross-bill has been also filed by the Florida East Coast Railway Company, to which replication has been filed. Notice of *lis pēpēdens* was also filed by the Wisner Land Company, with list of lands attached.

John C. Cooper, solicitor for Wisner Land Company.

(12) The Florida East Coast Railway Company, cross-complainant, against the Trustees of the Internal Improvement Fund. Amount in controversy 2,040,000 acres of lands.

A cross-bill was filed by the Florida East Coast Railway Company in the suit of the Southern States Land and Timber Company against the Trustees, claiming 2,040,000 acres of lands of the Internal Improvement Fund under a legislative land grant approved May 19th, 1895, and praying for a decree directing the Trustees to execute deeds thereto, etc. After entering an appearance under the rules, counsel for the Trustees prayed and filed a demurrer to said cross-bill, which has been set down for hearing, and the case is pending, so far as it relates to the Trustees, defendants, upon said demurrer.

The Florida Coast Line Canal and Transportation Company, one of the defendants named in said cross-bill, has entered a special appearance objecting to the jurisdiction of the court, having filed a motion to quash the subpœna, etc. The Wisner Land Company has filed an answer to said cross-bill.

Fred T. Myers,, Solicitor for Florida East Coast Railway Company.

(13) Richard G. Peters, against the Trustees of the Internal Improvement Fund. Amount in controversy approximately 400,000 acres of lands and \$265,000 in money.

Richard G. Peters instituted suit against the Trustees in the United States Circuit Court for the Northern District of Florida, claiming to be the owner of the land granted under the provisions of Chapter 4267, Laws of Florida, to the Atlantic, Suwannee River, alleging among other things the ownership of 108,000 acres of land heretofore sold by the Trustees to Neill G. Wade in Taylor County, praying for specific performance and for a conveyance of said lands or for like lands, or for a money decree for such proceeds received by the Trustees from the sale of said lands, etc. An appearance was filed under the rules on behalf of the Trustees, and a demurrer prepared to the bill of complaint by counsel for the Trustees, which was duly filed and set down for argument, and at the instance of counsel for the Trustees, was called up for hearing before Judge Shepard, on the 28th day of October, 1907, at which time the case was argued and a brief filed. A decision has not yet been handed down by the court on said demurrer.

Maxwell & Reeves, Solicitors for Complainant.

(14) The United Land Company, against the Trustees of the Internal Improvement Fund. Amount in controversy 347,000 acres of public lands.

The United Land Company filed its bill of complaint against the Trustees, in the Circuit Court for the Seventh Judicial Circuit of the State of Florida, in and for Dade County, to compel specific performance, and remove the cloud from the title to certain lands and quiet title thereto, asking for instructions and directions for the

execution of a trust, and to restrain the Trustees from making sale of certain lands in April, 1907. It claims 347,000 of the lands belonging to the Internal Improvement Fund, under the provisions of certain contracts heretofore entered into between the Trustees of the Internal Improvement Fund and Hamilton Disston and associates in the year 1881, and under Chapter 3343, Laws of Florida, which lands were attempted to be conveyed to the Atlantic & Gulf Coast Canal & Okeechobee Land Company, and by it to the Disston Land Company, and by it mortgaged to the Columbia Avenue Safe Deposit, Title Guaranty, Savings & Trust Company, conveyed by master's deed to R. S. Huidkoper, and deeded by him to the complainant, aggregating 347,753.02 acres. The bill of complaint prays that the Trustees be required to convey to the United Land Company said lands applied for, as described in the exhibits attached to the bill. An appearance being duly filed on behalf of the Trustees, a demurrer was prepared by counsel for the Trustees and filed, duly set down for hearing, and argued before Judge Jones at Titusville on or about November 1st, 1907. Decision has not yet been handed down on the demurrer.

Bryan & Bryan and P. A. Vans Agnew, Solicitors.

(15) Elbert N. Mabry, against the Trustees of the Internal Improvement Fund. Amount in controversy, part of seven sections located near Lake Jackson, in Leon County.

Elbert N. Mabry filed his bill against the Trustees in the Circuit Court of the Second Judicial Circuit of the State of Florida, in and for Leon County, describing certain lands to which special reference is made, and alleging that the patent from the United States to the State of Florida, dated December 6, 1883, did not pass any title to the submerged lands of Lake Jackson, which have since become exposed by the subsidence of the waters of said lake, where the lands bordering upon said lake had been previously sold by the United States, and especially to the

unsurveyed part of Sections 21, 22, 26, 27, 28, 33, 34 and 35, in Township Two (2) North of Range one (1) west, fronting the uplands owned by the complainant and acquired as heretofore stated, and extending from said lake as shown by the meander line to the middle of said lake, but that said patent constitutes a cloud on the complainant's title to said lands, and greatly impairs the value thereof. The bill prays that the cloud on the title may be removed, and for an injunction, and that the patent aforesaid may be directed to be cancelled, in so far as the described lands are concerned, and that the Trustees may be perpetually enjoined from asserting any title to said lands, by virtue of said patent, and from selling the same. After an appearance had been duly filed to this bill, counsel for the Trustees prepared a demurrer, which was signed by the Trustees and filed, and the case is now standing on the demurrer.

Fred T. Myers, Solicitor for Complainant.

(16) The Trustees of the Internal Improvement Fund, against the Louisville & Nashville Railroad Company. Amount in controversy about \$265,000 in money.

From the final decree rendered against the Trustees for the sum of \$251,102.55, an appeal was taken to the United States Circuit Court of Appeals for the Fifth Circuit at New Orleans. The original record on the appeal was filed July 8th, 1907, and printed transcripts of the record were filed in the appellate court on September 4th, 1907, thereby perfecting the appeal, and notice was given that the cause would be assigned for hearing the early part of the year 1908. Counsel for Trustees prepared and completed his brief for the final hearing of said cause; but upon stipulation of counsel, the appeal was dismissed as of the 9th day of December, 1907, in pursuance of the settlement of said case heretofore referred to, the decree in the Circuit Court having been satisfied as of said date, and the injunction having been dissolved.

A printed copy of the transcript of the record filed in

said case is hereto annexed for the files of the Trustees of the Internal Improvement Fund.

OPINIONS.

During the year 1907, I have prepared and furnished in reply to inquiries, the following opinions:

(1) Opinion on an abstract of title involved in inquiries submitted to me to ascertain the status of the title to about 10,000 acres of lands in Clay and Putnam Counties, alleged to have been trespassed upon by the Hillman-Sutherland Company, touching the measure of damages for such trespass, the status of the title, ownership and rights of the Trustees, etc.

(2) Opinion relating to the liability of the Trustees of the Internal Improvement Fund for the payment of the bonds issued by the Florida Railroad Company, etc.

(3) Opinion relating to the delivery of certain Columbia County bonds, numbers 59, 67, 75, 80 and 207, under resolution of the County Commissioners of Columbia County.

(4) Opinion relating to the plan of survey and plat of the reclaimed lands in the Everglades.

(5) Opinion relating to the status and condition of the Fund, advice as to adjusting the claims of the L. & N. R. R. Co., final decree, etc.

(6) Opinion relative to the liability for indemnity lands and relating to the propriety of deeding lands in correction of Deed No. 13396.

(7) Opinion relating to the constitutional provision that requires twenty-five per cent. of the sales of public lands to be paid into the State School Land Fund.

BRIEFS.

During the year 1907, in addition to the opinions furnished the Trustees, I have prepared for use in connection with the cases pending, briefs in the following cases:

- (1) On the demurrer to the second amended bill of complaint in the case of the Florida East Coast Railway Company.
- (2) On the final hearing of the first suit of the L. & N. R. R. Co.
- (3) On the final hearing of the second suit of the L. & N. R. R. Co.
- (4) On the final hearing of the suit of the L. & N. R. R. Co., in the U. S. Circuit Court of Appeals.
- (5) On the demurrer in the case of Richard G. Peters.
- (6) On the demurrer in the United Land Company's case.
- (7) On the demurrer in the case of the Southern States Land and Timber Company.
 - (a) Also on the motion to show cause why the injunction should not be granted.
 - (b) On the motion to show cause why the conditional injunction granted should not be modified.
- (8) On the final hearing in the case of the United States vs. Heitman, et als.

CONFERENCES WITH THE TRUSTEES.

During the year 1907 I have attended all the conferences and meetings of the Trustees, when requested so to do. I have appeared before the United States Courts at Pensacola, Jacksonville, Tampa, and Tallahassee, and argued the questions involved in the litigation pending in the various cases; and before the State Circuit Courts at Titusville and Tallahassee. I have given prompt attention to all matters that have been assigned to me, in connection with the litigation and matters presented to me for opinion, the details of which have been fully reported from time to time to the Trustees.

Respectfully submitted,

W. S. JENNINGS,
General Counsel.

REPORTS AS AGENT.

Several reports as agent have been furnished Trustees, all of which are self-explanatory. Quite elaborate memoranda stepnotes have been prepared and furnished Trustees, showing correspondence, efforts, etc., in settlement L. & N. land matter, to be filed.

The account of Hon. W. S. Jennings, General Counsel, was approved and ordered paid, as follows:

For services in the matter of settlement with the L. & N. Railroad Company's several suits, as stated in reports of said settlement allowed by the Trustees.....	\$5,000.00
To balance on acct. salary, 1907.....	2,500.00
To three months' salary of stenographer and typewriter at \$75.00 per month	225.00
To four months' salary of stenographer and typewriter at \$75.00 per month	300.00
To expense acct. in representing Trustees, hotel bills, traveling expenses, etc.	383.40—\$8,408.40

The Trustees then adjourned.

Attest:

W M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., December 28, 1907.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Be it resolved by the Trustees of the Internal Improvement Fund of Florida, that the Secretary of the Trustees be directed to prepare and submit to the Trustees, as soon as practicable, statements as follows:

(a) A statement showing the balance to the credit of the Trustees at the close of business December 31, 1907, in each bank in which the Trustees have a deposit, with statement of the amount and character of collateral held by the Trustees from each of said banks to secure such deposits.

(b) A statement showing the receipts and disbursements of the Trustees during the year ending December 31, 1907, classifying disbursements under heads as follows:

1. Office expenses.
2. For employees other than those connected with drainage.
3. Traveling expenses.
4. Court costs.
5. Counsel fees.
6. Other costs of litigation.
7. Cost of drainage operations in 1907.
8. All other disbursements.

(c) A classified statement of all expenditures made by the Trustees in connection with drainage operations, such statement to cover the period, by calendar years, beginning January 1, 1905, and ending December 31, 1907, under heads as follows.

1. Costs of dredges:
 - (a) Material, (b) freight, (c) labor, (d) other costs.
2. Costs of operation of dredges:
 - (a) Labor, (b) provisions, (c) fuel, (d) launches.
3. Costs of repairs of dredges.
4. All other costs of drainage operations.

(d) A statement showing when each dredge began work, the time each dredge has worked during the year, and the work accomplished by each dredge.

After considering the affidavits of Joseph Bumby and William J. Hogan, and the statement of J. D. Shaw, as to the kind of land the $N\frac{1}{2}$ of lot 2 and all of lots 10 and 11 of Sec. 12, in Tp. 14 S., R. 23 E., Marion County, which statements show that said land is principally timbered with low hammock, live oak, water oak, cabbage palmetto and slash pine, and that a large part of said section is subject to overflow, and that a part of said land lies in a valueless prairie, and further, that the above described land is all that is vacant in said section, the Trustees on December 14, 1907, directed the Commissioner of Agriculture to sell said above described land to J. D. Shaw of Marion County. The money having been received on the 28th of December, deed did not issue until then.

B. E. McLin, Commissioner of Agriculture, presented to the Trustees a report from Sheriff D. B. Bird of Jefferson County, Florida, relative to material attached by him as a result of trespass having been committed upon some State swamp and overflowed lands in said county. The report of the sheriff indicated certain crossties and cord wood which was being removed from State land, the same having been attached and sold by the sheriff, the total proceeds from which sale amounting to \$102.02, from which the sheriff had deducted the expense of surveying the land, advertising the property and his one-fourth commission as provided by law in such cases, which left a balance of \$61.27, for which the said Sheriff Bird enclosed his check in the name of B. E. McLin, which the said McLin has this day endorsed to the Trustees of the Internal Improvement Fund as a balance due the Trustees from the sale of the property attached. Said report by the said D. B. Bird to the Commissioner of Agriculture is hereby approved and the amount of said check ordered turned into the general fund of the Trustees.

The quit-claim of the Hillman-Sutherland Company to the $W\frac{1}{2}$ of $Se\frac{1}{4}$ Sec. 32, Tp. 3 S., R. 24 E., which tract was erroneously conveyed to said company in deed No. 16030 by the Trustees, having been read and found to be a cor-

rect quit-claim to the Trustees of the Internal Improvement Fund, embracing said above described land, the Secretary of the Trustees is hereby directed to issue check for \$108.26, amount paid the Trustees by the Hillman-Sutherland Company for said tract. The reason of the quit-claim to the Trustees and the remittance of the \$108.26 is, the land had been disposed of by E. N. Dickerson, who claimed said tract as lying within the six-mile limit of the old Florida Railroad, and it being the desire of the Trustees not to conflict the title of an innocent purchaser, the above order was passed, and the Commissioner of Agriculture directed to transmit said quit-claim to the Clerk of the Circuit Court of Duval County to be recorded.

The Trustees then adjourned.

Attest:

W M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., January 3, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The account of H. & W. B. Drew Company against Trustees for seventeen dollars, blue prints furnished, was presented and ordered paid.

Attest:

W M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Jan. 4, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of I. N. Withers, salary and expenses as Selecting Agent for Trustees, was approved and ordered paid—\$156.72.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Jan. 6, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

I. N. Withers, Agent for Trustees, made the following report upon the claims of certain alleged settlers upon lands lying in the Everglades:

Lake City, Fla., Nov. 5, 1907.

*To the Honorable Board of Trustees of the
Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

In accordance with instructions from your honorable board, I have examined settler's claim on State lands in

Dade and Monroe Counties and hereby report as follows, to wit:

In Township 50S, Range 41E, Frank R. Oliver, Ft. Lauderdale, claim filed November 22nd, 1897, on $S\frac{1}{2}$ of $SE\frac{1}{4}$ and SE of $SW\frac{1}{4}$, Section 1.

P. N. Bryan, Ft. Lauderdale, claim filed March 15th, 1902, on $S\frac{1}{2}$ of $NE\frac{1}{4}$, Section 12.

Fred T. Fisher, Ft. Lauderdale, claim filed March 27th, 1906, on $E\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 12.

W. P. Cromer, Ft. Lauderdale, claim filed March 5th, 1902, on $NW\frac{1}{4}$ of $SE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SW\frac{1}{4}$, Section 12.

No improvement whatever on either of above claims.

L. H. Bryan, Ft. Lauderdale, claim filed May 1st, 1899, on $N\frac{1}{2}$ of $NE\frac{1}{4}$, Section 13.

Abandoned claim and it is now occupied by J. W. Clark, Ft. Lauderdale. His improvement consists of one palmetto shack, with paper roof and one shack with one side and one end palmetto, the other side and end and roof of paper; a shed for mule and cow, has three small clearings of about half acre each, on which he will plant vegetables; value of improvements, ten dollars.

G. D. Bryan, claim filed May 1st, 1899, on $E\frac{1}{2}$ of $NW\frac{1}{4}$, Section 13. The only improvement is an Indian camp.

W. M. Hill, Ft. Lauderdale, claim filed December 3rd, 1906, on $NW\frac{1}{4}$ of $NW\frac{1}{4}$, Section 13.

Has farmed a few acres, also says he has farmed ten or twelve acres of $NW\frac{1}{4}$ (a part of G. D. Bryan's claim), therefore he thinks he should be permitted to purchase the said forty acres.

R. A. Bryan, Ft. Lauderdale, claim filed April 28th, 1899, on $SW\frac{1}{4}$ of $NE\frac{1}{4}$ and $NW\frac{1}{4}$ of $SE\frac{1}{4}$, Section 13.

No improvements whatever.

N. H. Braddock, Ft. Lauderdale, claim filed July 25th, 1899, on $E\frac{1}{2}$ of $SE\frac{1}{4}$, Section 13.

Nothing done on claim.

H. D. Braddock, Ft. Lauderdale, claim filed November 11th, 1899, on $E\frac{1}{2}$ of $SW\frac{1}{4}$, Section 13.

Improvements consists of one small shack and three acres cleared and planted in vegetables; has also a few bananas and guavas. Improvement worth fifty dollars.

J. W. Braddock, Ft. Lauderdale, claim filed April 2nd, 1899 on $SE\frac{1}{4}$ of $NE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$, Section 13. Which he has assigned to N. H. Braddock. Improvement consists of one small board house, in which he is living; a well, stable and packing shed. Has three hundred orange and grape fruit trees, one half in bearing, eight Avocada pear trees, five mangoes and a number of guavas.

J. W. Clark, N. H. Braddock, H. D. Braddock and W. M. Hill, state that if permitted to buy the land on which they have filed claims they are willing for the State to reserve all wood on the land.

Skelton & Bemis filed claim on $E\frac{1}{2}$ of $SE\frac{1}{2}$, Section 36, Tp. 50, R. 41 and $NE\frac{1}{4}$ of $NE\frac{1}{4}$, Section 1, Tp. 51, R. 41, on which nothing whatever has been done.

In township 51S, Range 41E.

N. C. Pike, Hallandale, claim filed April 8th, 1902, on $E\frac{1}{2}$ of $SE\frac{1}{4}$, Section 1.

J. E. Moseley, Hallandale, claim filed April 3rd, 1899, on $SE\frac{1}{4}$ of $SW\frac{1}{4}$, Section 1.

Farmed about twenty acres in 1904; nothing done since.

Sold claim to H. F. Ingalls, who is in possession and has six acres cleared, on which he has five hundred two-year-old grapefruit trees. Improvement worth five hundred dollars.

C. W. Brown, Hallandale, claim filed March 12th, 1902, on $W\frac{1}{2}$ of $SE\frac{1}{4}$ and $E\frac{1}{2}$ of $SW\frac{1}{4}$, Section 2.

N. A. Carlson, Hallandale, claim filed August 13th, 1901, on $NE\frac{1}{4}$ of Section 11.

Improvement consists of small house and four or five acres in cultivation. Improvement worth fifty dollars.

A. Andrain, Hallandale, claim filed July 25th, 1901, on $N\frac{1}{2}$ of $SE\frac{1}{4}$, Section 11.

Improvement consists of a house 20x20 and several acres that have been cultivated in vegetables. Had barn

and stable but was burned. Improvement worth fifty dollars.

A. L. Bryan, Hallandale, claim filed July 22nd, 1901, on $S\frac{1}{2}$ of $SE\frac{1}{4}$ and $E\frac{1}{2}$ of $SW\frac{1}{4}$, Section 11.

Improvement consists of packing house and twenty-five acres that have been cultivated in vegetables. Improvement worth twenty-five dollars.

C. H. Garthside, Miami, claim filed August 31st, 1901, on $NE\frac{1}{4}$, Section 12.

P. N. Bryan, Ft. Lauderdale, filed claim March 3rd, 1902, on $S\frac{1}{2}$ of $NE\frac{1}{4}$, Section 12, but neither Garthside nor Bryan have made any improvements

Oscar Anderson, Hallandale, filed claim on $W\frac{1}{2}$ of $SW\frac{1}{4}$, Section 11. No improvement.

N. C. Bryan, Hallandale, filed claim April 20th, 1899, on $S\frac{1}{2}$ of $SE\frac{1}{4}$, Section 12.

Improvement consists in dwelling and several acres in cultivation on which are growing two hundred orange and grapefruit trees, fifty avocado pears, fifty mangoes, guavas and one acre in pineapples. Improvements worth one thousand dollars.

J. M. Bryan, Sr., Dania, filed claim April 20th, 1899, on $SW\frac{1}{4}$ of Section 12.

Assigned claim to C. E. Ingall, Hallandale, who is in possession. Improvements consist of good barn and packing house, several acres in cultivation, on which he has growing one hundred orange and grapefruit trees, one hundred avocado pears, ten mangoes, guavas and two acres in pineapples. Improvement worth five hundred dollars.

W. Q. Bryan, Hallandale, claim filed April 20th, 1899, on $N\frac{1}{2}$ of $NE\frac{1}{4}$, Section 13.

No improvement.

J. B. Gordan, Biscayne, filed claim December 13th, 1901, on $SE\frac{1}{4}$ of $NE\frac{1}{4}$, Section 13.

Assigned December 20th, 1901, to Fannie H. Gordan. No improvement, except a few acres cultivated in tomatoes in 1903 and 1904.

Henry Clemmons, claim filed April 20th, 1899, on SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 13.

No improvement.

J. R. Charlton, Hallandale, claim filed June 12th, 1899, on W $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 13.

Improvement consists of dwelling house, six acres cleared and cultivated, on which is growing four hundred orange and grapefruit trees, twenty-five avocada pears, twenty-five mangoes, twelve Japan persimmons, plums, guavas, maumee apples, mulberries, pineapples, besides flowers and a well. Improvement worth five hundred dollars.

H. N. Gordan, Biscayne, filed claim December 9th, 1901, on SE $\frac{1}{4}$ of Section 13.

No improvement.

Frank Gordan (dead) filed claim December 9th, 1901, on SW $\frac{1}{4}$ of Section 13.

No improvement except a few acres in tomatoes several years ago.

C. M. Howell, Hallandale, claim filed November 13th, 1901, on NE $\frac{1}{4}$ of Section 14.

No improvement.

J. H. Johnson, Hallandale, claim filed October 30th, 1901, on NW $\frac{1}{4}$ of Section 14.

No improvement.

John T. Wofford, Hallandale, claim filed July 13th, 1901, on SE $\frac{1}{4}$ of Section 14.

Improvement consists of packing house, twenty-five acres cultivated in tomatoes in 1902. Nothing since.

J. B. Coombs, Ojus, claim filed October 23rd, 1901, on E $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 14.

No improvement.

J. W. Wofford, Hallandale, claim filed September 23rd, 1901, on W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 14.

Nothing done. Mr. Wofford is dead and his widow has moved to Atlanta, Georgia.

Edwin Anderson, Hallandale, claim filed December 19th, 1901, on NE $\frac{1}{4}$ of Section 15.

No improvement.

H. N. Harris, Ojus, claim filed October 28th, 1901, on SE $\frac{1}{4}$ of Section 15.

No improvement.

W. T. Johnson, Ojus, claim filed October 28th, 1901, on S $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 15.

No improvement.

Edward W. Johnson, claim filed October 28th, 1901, on N $\frac{1}{2}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 21, and NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 22.

John Anderson, Hallandale, claim filed December 10th, 1901, on S $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 22.

No improvement (now in asylum).

J. W. Johnson, Ojus, claim filed October 25th, 1901, on NE $\frac{1}{4}$, Section 22.

Abandoned claim and it is now being worked by Henry Johnson. Had ten acres in tomatoes last season and now preparing land for fall planting.

C. W. Coombs, Ojus, claim filed October 28th, 1901, on S $\frac{1}{2}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 22.

No improvement.

Charles Errickson, Hallandale, claim filed December 11th, 1901, on SE $\frac{1}{4}$, Section 22.

No improvements.

George E. Galloway, Hallandale, has located a farm on E $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 22.

Has cleared land and set out four hundred and twenty-five bananas and six avocada pears.

E. J. Glass, Buena Vista, claim filed March 26, 1896, on E $\frac{1}{2}$ of E $\frac{1}{2}$, Section 23.

J. B. Gordan, Biscayne, also applied for same, but neither has made improvement.

H. N. Harris, James Murphy, R. R. Thompson, Fannie B. Smith and J. M. Holding, filed claim on W $\frac{1}{2}$ of E $\frac{1}{2}$, Section 23, but no improvement by either worth considering.

S. L. Padgett, Miami, filed claim October 26th, 1901, on NW $\frac{1}{4}$ of Section 23. E. H. Padgett cultivating a small part of claim in tomatoes.

N. G. Padgett, Ojus, claim filed October 26th, 1901, on N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 23.

No improvement, except few acres cultivated in tomatoes.

E. W. Smith, Francis, claim filed September 26th, 1896, on N $\frac{1}{2}$ of NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 24. No improvement.

H. W. Padgett, Miami, claim filed March 13th, 1896, on SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 24. The SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ has been assigned to George E. Galloway, whose improvement consists of a dwelling and several acres in cultivation, one hundred young orange and grapefruit trees, ten avocado pears, mangoes, limes and guavas. Improvements worth one hundred dollars. NW $\frac{1}{4}$ of SE $\frac{1}{4}$ has been assigned to W. M. Ingar, who has dwelling, one acre in cultivation, on which he has fifteen avocado pears, eight mangoes, a few orange trees, limes, lemons and guavas. Improvement worth one hundred dollars. The balance of the claim is still held by Mr. Padgett, although he is in business in Miami. About ten acres have been cleared, on which are two old houses and fifteen or twenty avocado pears, which constitute the improvements.

Note as to claim of John W. Leslie, Miami, Fla.

S $\frac{1}{2}$ of NW $\frac{1}{4}$, Sec. 24, T. 51S., R. 41E. He built house before survey was made. After the survey the house proved to be on the NE $\frac{1}{4}$ of SW $\frac{1}{4}$. Mr. Leslie wants to retain his improvements. The NE $\frac{1}{4}$ of SW $\frac{1}{4}$ is occupied by J. S. Blackman, who has small settlement.

James W. Strange, Miami, claim filed March 13th, 1896, on S $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 24. No improvement.

W. M. Brown, claim filed November 20th, 1901, on N $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 24. No improvement.

John W. Leslie, Miami, claim filed October 17th, 1901, on S $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 24.

Improvement consists of dwelling, rock fence and fifty or seventy-five fruit trees.

Fred. H. Kron, Buena Vista, claim filed July 27th, 1896, on NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 24 and NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 25. Claim abandoned and now in possession of J. S. Blackman, who is living on NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and has small grove of young orange trees on NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 25.

E. T. Byington, Miami, claim filed November 16th, 1901, on NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 24. No improvement.

John B. Britt, Lemon City, claim filed May 21st, 1903, on E $\frac{1}{2}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 25. Claim abandoned by Britt and now occupied by T. G. Pryor, who has made a clearing and built two palmetto houses 15x15 and 15x25 respectively, set out sixty orange trees, thirty-five lemons and three hundred bananas. Improvement worth one hundred dollars.

J. J. Slevin, Buena Vista, filed claim July 27th, 1896, on SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 25 and SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 26. Claim abandoned by Slevin. SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section now occupied by J. M. Holding, he has several acres cleared and set in young orange trees. W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 25, now occupied by E. A. Brewer, who has one house, one palmetto house, barn and packing house, four hundred young orange trees, fifteen mangoes, twenty-five avocada pears, forty guavas, limes, lemons and eight thousand two hundred bananas. Also sugar apple, tamarinds, etc. Improvements worth two thousand dollars.

R. E. Padgett, Miami, claim filed March 3th, 1896, on W $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 25. No improvement.

Ivan B. Padgett, Miami, claim filed March 13th, 1896, on E $\frac{1}{2}$ of E $\frac{1}{2}$ of Section 25. Cleared and cultivated three acres in vegetables.

C. L. Brown, filed claim January 21, 1902, on NE $\frac{1}{4}$ of Section 25, which includes claims of R. E. Padgett and Ivan B. Padgett, but has made no improvement.

Edward A. Brewer, filed claim May 9th, 1898, on SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 32 and SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 33. As-

signed claim to John Douglass July 8th, 1898. Douglass assigned August 31st, 1901, to R. E. McDonald. McDonald has sold an interest in claim to John O. Neal, they have in grove five hundred young orange trees, this is an island in the glades, known as Honey Hill.

Robert B. Fickle filed claim February 15th, 1896, on $SE\frac{1}{4}$ of $SE\frac{1}{4}$, Section 34, and $S\frac{1}{2}$ of $SW\frac{1}{4}$, Section 35. Transferred same to J. G. Truitt, Fulford, August 19th, 1897; improvements consists of twenty-five acres cleared and set with orange and grapefruit, avocada pears, mangoes and sixty thousand nursery stock.

John A. Harp, Fulford, filed claim on $S\frac{1}{2}$ of $SE\frac{1}{4}$, Section 35. Improvement consists of five acres cleared and set in orange and grapefruit. Mr. Harp lives on homestead adjoining said claim.

J. B. Studstill, Miami, filed claim August 4th, 1906, on $SW\frac{1}{4}$ of $SW\frac{1}{4}$, Section 36. Improvement consists of house 16x20 feet, two acres cleared and set in avocada pears and mangoes.

Thomas A. Harp, Fulford, filed claim February 19th, 1896, on $SE\frac{1}{4}$ of $SW\frac{1}{4}$ and $SW\frac{1}{4}$ of $SE\frac{1}{4}$, Section 36. Improvement consists of dwelling, one hundred and fifty large orange and grapefruit, two hundred small trees, two hundred large avocada pears, one hundred mangoes, guavas and limes.

Elijah H. Padgett, Miami, filed claim March 13th, 1896, and February 23rd, 1898, on $E\frac{1}{2}$ of $NE\frac{1}{4}$ and $N\frac{1}{2}$ of $SE\frac{1}{4}$, Section 36, transferred same to Noble Padgett. Improvement consists of house, five acres cleared and set in small orange and grapefruit, avocada pears and guavas, said improvement being on $NE\frac{1}{4}$ of $NE\frac{1}{4}$, and a three acre clearing on $NW\frac{1}{4}$ of $SE\frac{1}{4}$ for gardening.

W. I. Peters, Lemon City, filed claim August 13th, 1900, and October 20th, 1905, on $W\frac{1}{2}$ of $NE\frac{1}{4}$, $E\frac{1}{2}$ of $NW\frac{1}{4}$, $W\frac{1}{2}$ of $SE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SW\frac{1}{4}$, Section 25, Tp. 52, R. 40. This claim is situated on an island two miles in the glades, the water is too low for a boat to be of service and the muck too high for convenient wading, therefore I accepted

Mr. Peters' statement as to his improvement. He has twelve acres cleared, on which he has grown tomatoes several seasons, but last year the water being too low to permit of the use of his boat, he was obliged to discontinue work.

W. W. Small, Buena Vista, filed claim May 18th, 1896, on $S\frac{1}{2}$ of $SE\frac{1}{4}$, Section 34, Tp. 53, R. 40 and $N\frac{1}{2}$ of $NE\frac{1}{4}$, Section 3, Tp. 54, R. 40. Sold his claim to Mrs. S. P. Coats, W. W. Lee, Miami filed on same land June, 1903, but neither applicant has made improvement.

In Township 54S, Range 40E, 80 acres each.

A. T. Carter has claim on $SW\frac{1}{4}$, Section 15, and $NW\frac{1}{4}$, Section 22. Improvement consists of a house 15x25 feet and packing house and fifteen to twenty acres cultivated in vegetables. Improvement worth five hundred dollars.

R. W. Brown has claim on $S\frac{1}{2}$ of $SE\frac{1}{4}$, Section 21. Improvement consists of fifteen acres cultivated in vegetables, had house but was destroyed by storm, October 18th, 1906. Improvement worth one hundred dollars.

Fred. W. Kosel, claims $N\frac{1}{2}$ and $N\frac{1}{2}$ of $SE\frac{1}{4}$, Section 21, Improvement consists of house 16x24, twelve acres cultivated in the 'glades, several acres grubbed near the house, had packing house and barn but they were destroyed by storm October 18, 1906, considers his improvement worth five hundred dollars.

W. A. Larkins claims $S\frac{1}{2}$ of $SW\frac{1}{4}$ and $S\frac{1}{2}$ of $SE\frac{1}{4}$ of $SE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$, Section 22. Has good dwelling and twenty-five acres in cultivation. Improvement worth one thousand dollars.

J. R. Burtshaw claims $SE\frac{1}{4}$ of $SE\frac{1}{4}$, Section 15 and $E\frac{1}{2}$ of $NE\frac{1}{4}$, Section 22. Has eight acres in cultivation.

J. C. Burtshaw claims $SW\frac{1}{4}$ of $NE\frac{1}{4}$ and $NW\frac{1}{4}$ of $SE\frac{1}{4}$, Section 22. Has house 14x16 with shed room attached, twenty-five acres in cultivation. Improvement worth two hundred dollars.

F. H. Soules, claims $W\frac{1}{2}$ of $NE\frac{1}{4}$, Section 28. Has two-story house 12x18 with shed room, packing house and stable, twelve acres in cultivation. Improvement worth three hundred dollars.

W. A. Hobbs claims $N\frac{1}{2}$ of $SE\frac{1}{4}$, Section 28. Has two story house 14x20 and ten acres in cultivation. Improvement worth two hundred dollars.

A. H. Ramsey claims $S\frac{1}{2}$ of $Se\frac{1}{4}$, Sec. 28. Has house 12x20 and ten acres in cultivation. Improvement worth one hundred and twenty-five dollars.

E. S. Montgomery claims $S\frac{1}{2}$ of $N\frac{1}{2}$ and $N\frac{1}{2}$ of $S\frac{1}{2}$ Sec. 31. Nothing done. Cannot make improvement until road or levee is made.

E. H. Kirkman claims $Se\frac{1}{4}$ of Sec. 32; bought claim from E. J. Robinson. Improvement consists of house, barn and packing house, and fifteen acres in cultivation. Claim worth three hundred dollars.

M. T. Cheshire claims $W\frac{1}{2}$ of $Sw\frac{1}{4}$ Sec. 33. Has five acres cleared, but I understand he has abandoned claim.

S. A. Belcher claims $E\frac{1}{2}$ of Sec. 33. In 1904 cultivated twenty acres in vegetables.

J. P. Dowling, Larkin, claims all land described in Secs. 15, 22 and 28, but did nothing toward making improvements.

Claimants to lands described in Township 54, Range 40, have made a rock road to their claims, at a cost of five hundred dollars.

Joseph Jennings claims fractional $W\frac{1}{2}$ of $Nw\frac{1}{4}$, Sec. 4, Tp. 55, R. 41. It being a point of land lying between Biscayne Bay on the East and a lagoon on the west, and with the exception of a narrow sand beach on the bay side that averages twenty-five yards in width in a mangrove swamp. The only improvement consists of fourteen cocoonut trees planted on the sand ridge. Mr. A. C. Richards of Miami owns the Nw corner of Sec. 5, Tp. 55, R. 41. Adjoining his land on the east is a mangrove swamp extending east more than half a mile to the above mentioned lagoon. Said swamp, as far as I can understand, is Government land, and has never been surveyed. Such being the case, Mr. Richards thinks he has riparian rights to open water of the bay, which would include the land in Sec. 4, applied 13.—I. I.

for by Mr. Jennings. Not being versed in riparian rights, I am not prepared to say what his claim is worth. The cocoanut trees to which reference is made were set out by Mr. Richards. He requests that should the Trustees not recognize his right to the land under riparian right he be allowed the refusal of it when put on the market.

Township 57 S., Range 40 E.

Henry H. Harrison claims all fractional Sec. 4, all Sec. 5 and $E\frac{1}{2}$ of $Ne\frac{1}{4}$, and $Sw\frac{1}{4}$ of $Ne\frac{1}{4}$, and $Se\frac{1}{4}$ of $Nw\frac{1}{4}$, and $E\frac{1}{2}$ of $Sw\frac{1}{4}$, and $Se\frac{1}{4}$ Sec. 6. Nothing done except filed claim. Graham & Patterson, Miami, applied for same land in Secs. 5 and 6. Dr. Graham informs me he does not want the land and would not pay for it if he could get it. Joe Jennings, Miami, applied for the land described above in Sec. 6; also $W\frac{1}{2}$ of $Nw\frac{1}{4}$, and $Nw\frac{1}{4}$ of $Sw\frac{1}{4}$ Sec. 8. I am reliably informed he has made no improvement whatever.

Township 58, Range 37.

James J. Harrison claims $Sw\frac{1}{4}$ of $Ne\frac{1}{4}$, and $Se\frac{1}{4}$ of $Nw\frac{1}{4}$ Sec. 15. Improvement consists of shack and one hundred fruit trees, to wit: Grapefruit, orange, lime, guava, mango and avocado pear. Worth fifty dollars.

S. P. Lewis claims $Nw\frac{1}{4}$ of $Se\frac{1}{4}$, and $Ne\frac{1}{4}$ of $Sw\frac{1}{4}$, Sec. 15. Improvement same as above.

H. H. Harrison claims $Sw\frac{1}{4}$ of $Se\frac{1}{4}$, and $Se\frac{1}{4}$ of $Sw\frac{1}{4}$ Sec. 15. Improvement same as above. In order to have made personal investigation of these claims, I would have had to wade a swamp and bog four miles; therefore, I accepted Mr. H. H. Harrison's statement as to what has been done. He has named the place Palestine Key. It is a part of Long Island, described on Jefferson Davis's map.

Township 61 S., Range 34 E.

R. J. Clark, Flamingo, filed claim on lots 1, 2, 3 and 4, Sec. 8. Sold lots 1 and 2 to T. F. Alderman. Improvement

consists of dwelling and stable; twenty acres cleared and in cultivation—planted in sugar cane and sweet potatoes. Worth one thousand dollars.

T. F. Alderman bought lot 2, Sec. 8, from R. J. Clark. Improvement consists of dwelling and stable; eight acres cleared and cultivated in sugar cane and sweet potatoes. Worth five hundred dollars.

J. C. Dalrymple filed claim on lot 1 and $Ne\frac{1}{4}$ of $Ne\frac{1}{4}$ of Sec. 7. Sold claim to John Douthit, who has in cultivation six acres in sugar cane and six acres in other staple crops. Has dwelling, cistern and quite a number of fruit trees. Worth five hundred dollars.

L. E. Bradley filed claim on lot 2 and $Nw\frac{1}{4}$ of $Ne\frac{1}{4}$ Sec. 7. Sold claim to W. E. Merriman. Improvement consists of six acres cleared and few fruit trees set out. Worth two hundred and fifty dollars.

G. M. Bradley filed claim on lot 3 and $Ne\frac{1}{4}$ of $Nw\frac{1}{4}$ Sec. 7. Improvement consists of house, six acres in cultivation, fifty lime trees and five cocoanut. Mr. Bradley was killed in July, 1905, since which time his widow has lived in Key West, but still holds the claim. Worth three hundred dollars.

E. R. Bradley filed claim on lot 4 and $Nw\frac{1}{4}$ of $Nw\frac{1}{4}$ Sec. 7. Improvement consists of dwelling, eight acres in cultivation on which are growing four hundred fruit trees, to wit: Limes, lemons, oranges, grapefruit, guava, sappodillas, Jamaica apple, avocado pears and half acre of bananas and three acres in sugar cane. Worth fifteen hundred dollars.

Township 61 S., Range 33 E.

W. R. Burton filed claim on lot 1, and $Ne\frac{1}{4}$ of $Ne\frac{1}{4}$, Sec. 12. Improvement consists of house and stable, twelve acres in cultivation, on which he has growing five hundred limes in grove and four hundred in nursery; a few bananas, one tamarind, one grapefruit, five cocoanuts; also wharf and warehouse. Worth one thousand dollars.

W. Smith filed claim on lot 2, Sec. 12. Sold claim to E. S. Roberts. Improvement consists of house and eight acres in cultivation; six acres planted in sugar cane. Worth five hundred dollars.

N. Nelson filed claim on lot 3, Sec. 12. Sold claim to W. E. Merriman, who sold to A. P. Curry. Improvement consists of small house, five acres in cultivation, planted in fruit trees, sugar cane and sweet potatoes. Worth three hundred dollars.

D. J. Brinson filed claim on lot 4, Sec. 12. Sold claim to E. F. Roberts, who sold to A. P. Curry. Improvement consists of two dwelling houses, one store house and post-office and stable; ten acres in cultivation, on which are growing sugar cane, sweet potatoes, bananas, limes and guavas. Worth fifteen hundred dollars.

E. A. McElroy filed claim on $Sw\frac{1}{4}$ of $Ne\frac{1}{4}$, Sec. 11. Improvement consists of house and several acres in cultivation. Worth two hundred dollars.

M. Marsh filed claim on lot 1 and $Se\frac{1}{4}$ of $Ne\frac{1}{4}$, Sec. 11. Sold claim to A. E. Conrad. Improvement consists of good dwelling and eight acres in cultivation. Worth six hundred dollars.

R. S. Douthit filed claim on $N\frac{1}{2}$ of $Nw\frac{1}{4}$, Sec. 11. Improvement consists of house, gasoline motive power for cutting wood and grinding cane; several acres planted in sugar cane and potatoes. Worth five hundred dollars.

H. H. Frear filed claim on $N\frac{1}{2}$ of $Ne\frac{1}{4}$, Sec. 10. Improvement consists of house and three acres in cultivation. Mr. Frear died in June, 1907. Claim now held by his niece, Miss Grace F. Jack. Worth two hundred and fifty dollars.

R. D. Vining filed claim on $Se\frac{1}{4}$ of $Sw\frac{1}{4}$, Sec. 3, and $Ne\frac{1}{4}$ of $Nw\frac{1}{4}$, Sec. 10. Sold claim to E. S. Roberts. Improvement consists of small house and three acres in cultivation. Worth one hundred dollars.

E. S. Roberts filed claim on $Sw\frac{1}{4}$ of $Sw\frac{1}{4}$ of Sec. 3, and $Nw\frac{1}{4}$ of $Nw\frac{1}{4}$ of Sec. 10. Sold claim to E. A. Converse. Improvement consists of three acres in cultivation. Worth seventy-five dollars.

the First National Bank of St. Augustine said fund, or the notes that may be discounted or arranged to be discounted, and the mortgage or mortgages securing the same, in compliance with these resolutions," so that said resolutions as amended shall read as follows:

Whereas, On January 29th, 1910, a contract was entered into between the Florida Coast Line Canal and Transportation Company and J. M. Barrs, of Jacksonville, by which it was agreed that on the release of certain deeds then held in escrow by Bion H. Barnett, the Canal Company, in whose favor the deeds were made by the State, would convey to Barrs certain tracts of land aggregating 150,000 acres; and

Whereas, In December, 1910, one of the deeds above mentioned was released to the Canal Company by agreement with the Trustees of the Internal Improvement Fund under certain conditions and restrictions as to the use of money received for the property. The deed released covered 117,160 acres approximately and the said lands were at once conveyed to Barrs, who paid one-quarter of the purchase price in Cash and the balance in Notes bearing interest at the rate of 6 per cent. per annum, said notes being secured by mortgages on the property. In accordance with the agreement with the Board of Trustees, the Canal Company deposited with the Barnett National Bank of Jacksonville the cash payment, notes and mortgages, in order to create a fund to be used for Canal construction purposes under the direction of Mr. J. O. Wright as engineer representing the Trustees. This fund, as already stated, is composed of cash and notes, and it appearing that it will soon become necessary to discount said notes in order to provide funds for construction expenses, and it being represented to the Trustees of the Internal Improvement Fund that the Barnett National Bank, the present holder of this fund, is not disposed to discount these notes, and it may be found necessary to change the

county pauper. Mr. J. H. Tatum, Miami, has claims on both Lowe and Davis' places.

J. C. Thompson, et al., February 8th, 1907, filed application to purchase seven thousand acres in Township 61, Range 34, the tract includes the settlement of R. J. Clark, T. F. Alderman, John Douthit, L. E. Bradley, Mrs. G. M. Bradley and E. R. Bradley. Adjoining the settlements on the north is an open prairie one-quarter of a mile wide by two miles long, on the north and east of said prairie to the township and range line is a buttonwood and mango swamp, without diking. I do not consider this swamp of any value except for wood and charcoal. The settlers mentioned above have taken up nearly all the available land on the tract. To secure their places would cost the applicants from four to six hundred dollars.

Respectfully submitted,

I. N. WITHERS,

Lady Lake, Fla., Jan. 3, 1908.

*To the Honorable Board of Trustees of the
Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

Following instructions of your Honorable Board, I have examined the various claims of settlers on State lands in Township 51 south, Range 41 east. The following are on pine land, the soil being poor and in many places covered with rock, the claimants have made substantial improvements and, with one exception, are living on the land. The one exception, Mrs. J. W. Leslie, is quite old and feeble and unable to make a living for himself, therefore was compelled to leave his place and is living with his daughter in Miami. Taking into consideration the fact that they went on these lands and have been at considerable expense in making improvements and have opened the way and shown what can be

done on the land, I recommend that they be permitted to purchase eighty acres of land at \$1.50 per acre.

	Section.
H. F. Ingalls, SE $\frac{1}{4}$ of SW $\frac{1}{4}$	1
N. C. Bryan	12
C. E. Ingalls	12
J. R. Chalton.....	13
H. W. Padgett	24
John W. Leslie	24
J. S. Blackman	24
T. G. Prior	25
E. A. Brewer	25
John O'Neal	32
John O'Neal	33
J. G. Truitt	34
J. G. Truitt	35
John A. Harp	35
Thomas A. Harp.....	35
Thomas A. Harp.....	36
N. G. Padgett	36

The following have built and live a part of the year on pine land, but have farms on the sand glades. I recommend they be allowed to purchase eighty acres of land at \$2.00 per acre.

	Section.
N. A. Carlson.....	11
Mrs. A. L. Ingalls.....	11
A. Andrain	11
G. E. Galloway.....	22
Henry Johnson	22
Wm. Inger	22

The following are now farming or have farmed the glades. The glades in this vicinity are mostly sand and not so fertile as those composed of muck. With heavy fertilizing and a great deal of water they are very productive, on the other hand too much fertilizing and too little water makes a failure in a crop. I recommend this

class of claimants be allowed to purchase eighty acres at \$3.00 per acre.

	Section.
N. C. Pike	1
C. W. Brown	2
C. H. Garthsides	12
P. N. Bryan	12
J. B. Gordon	13
H. N. Gordon, Biscayne	13
C. H. Howell.....	14
J. H. Johnson.....	14
J. T. Wofford	14
J. B. Coombs.....	14
J. W. Wofford.....	14
Edwin Anderson.....	15
H. N. Harris.....	15
S. L. Padgett.....	23
E. H. Padgett.....	23
I. B. Padgett.....	25
J. M. Holding.....	25
J. J. Hamilton.....	23
L. L. Silcox.....	22
John Anderson	22
E. P. Byington.....	24

The following claims are abandoned:

	Section.
Oscar Anderson	13
W. O. Bryan.....	13
Henry Clemons	13
H. N. Gordon.....	13
W. T. Johnson	15
E. W. Johnson.....	21
E. W. Johnson	22
C. W. Coombs	22
E. J. Glass	23
W. M. Brown	24
E. W. Smith	24
J. W. Strange	24
R. E. Padgett	25

Also claimants for lands at Flamingo, who have been at great expense in clearing and improving said lands, I recommend they be allowed to purchase their claims at \$1.25 per acre.

	Sec.	Tp.S.	R.E.
John Douthitt, Lo 1 and NE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	61	34
W. E. Merriman, Lot 2 and NW $\frac{1}{4}$ of NE $\frac{1}{4}$	7	61	34
Mrs. G. M. Bradley, Lot 3 & NE $\frac{1}{4}$ of NW $\frac{1}{4}$	7	61	34
E. R. Bradley, Lot 4 and NW $\frac{1}{4}$ of NW $\frac{1}{4}$..	7	61	34
T. F. Alderman, Lots 1 and 2.....	8	61	34
R. J. Clark, Lots 3 and 4.....	8	61	34
W. R. Burton Lot 1 and NE $\frac{1}{4}$ of NE $\frac{1}{4}$	12	61	33
A. P. Curry, Lots 3 and 4.....	12	61	33
E. A. McElroy, SW $\frac{1}{4}$ of NE $\frac{1}{4}$	11	61	33
A. E. Conrad, Lot 1 and SE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	61	33
R. S. Douthitt, N $\frac{1}{2}$ of NW $\frac{1}{4}$	11	61	33
Miss Grace F. Jack, N $\frac{1}{2}$ of NE $\frac{1}{4}$	10	61	33
E. A. Converse, SW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	61	33
E. Converse, NW $\frac{1}{4}$ of NW $\frac{1}{4}$	10	61	33
S. L. Roberts, N $\frac{1}{2}$ of NE $\frac{1}{4}$	9	61	33
D. H. Griffin, W $\frac{1}{2}$ of NW $\frac{1}{4}$	9	61	33
J. A. G. Embly, E $\frac{1}{2}$ of NE $\frac{1}{4}$	8	61	33
James Roberts, SW $\frac{1}{4}$ of NE $\frac{1}{4}$	8	61	33
L. Roberts, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ & NE $\frac{1}{4}$ of SW $\frac{1}{4}$..	8	61	33
McL. Roberts, NW $\frac{1}{4}$ of SW $\frac{1}{4}$	8	61	33
McL. Roberts, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ (unsurveyed)	7	61	33
E. L. Eaton, Frac. (1S $\frac{1}{2}$ of SE $\frac{1}{4}$ unsurveyed)	7	61	33
E. S. Roberts, SE $\frac{1}{4}$ of SW $\frac{1}{4}$	3	61	33
E. S. Roberts, NE $\frac{1}{4}$ of NW $\frac{1}{4}$	10	61	33
E. S. Roberts, Lot No. 2.....	12	61	33
R. D. Vening has claim on unsurveyed land supposed to be in.....	3	61	34

I. N. WITHERS.

Also claimants for land in Township 54S, Range 40E, who have built a rock road and dyke across a marsh in order to reach their land, I recommend they be allowed to purchase eighty acres of said land at \$1.50 per acre.

	Section.
A. T. Carter.....	22
J. R. Burtashaw.....	22
J. C. Burtashaw.....	22
W. H. Larkins.....	22
F. W. Kosel.....	21
R. W. Brown	21
F. H. Soules.....	28
W. A. Hobbs	28
A. H. Ramsey	28
E. H. Kirkman.....	32
M. T. Cheshire.....	33

S. A. Belcher filed claims on part of Section 33, but informed me he did not want to buy it.

E. S. Montgomery filed claims on part of Section 31, but has performed no work on claims.

Andrew Hardie wants to buy $E\frac{1}{2}$ of $NE\frac{1}{4}$ of Section 28, on which no claim has been filed. It is pine land and very rocky.

Mrs. S. P. Coats and W. W. Lee, of Miami, have filed claim on $S\frac{1}{2}$ of $SE\frac{1}{4}$ section 34 Tp 53 S, R. 40 E and $N\frac{1}{2}$ of $Ne\frac{1}{4}$ Sec. 3, Tp. 54 S, Range 40 E, but neither have made improvement, therefore entitled to no concessions.

W. I. Peters, Lemon City, wants to buy his claim in Tp. 52 R. 40, but until survey is made is unable to locate the claim.

The claims in Tp. 50, R. 41 of Frank R. Oliver, Sec 1 and P. N. Bryan, Fred T. Fisher and W. P. Cromer, Sec. 12, and Sketlon & Bemis, Sec. 36 and Sec 1, Tp. 51, R. 41, deserve no concession whatever.

Henry H. Harrison, Miami, has filed claim on all Secs. 4 and 5 and parts of Sec. 6, but informed me he does not want the land.

Dr. Graham, Miami, filed claim on portions of Secs. 5 and 6, but he also informs me that he would not buy the land if he could get it.

Joe Jennings, Miami, filed claim on portions of Secs. 6

and 8, but I have not been able to locate him; therefore do not know if he wants the land.

J. B. Studstill, Miami, has claim on SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 36, 51, 41, but informed me that he did not want the land and would not pay 25 cents per acre for it.

J. T. Sloan, Miami, claims SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 36, 51, 41, a part of Thomas A. Harp's claim. I have requested Mr. Sloan three times to give me a statement in writing setting forth his claim, but he has failed so far to do so. I think Mr. Harp has best right to the land.

While at Flamingo in October I talked with Mr. R. J. Clark about his claim in SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 5, 61-34, and he replied he had no claim whatever on said description, but I learn since he has sold the same to Mr. T. F. Alderman.

Edward Russell, pre-emption claim No. 248, fractional Sec. 13-61-32.

John Ingalls, pre-emption claim No. 247, in Sec. 14-61-32.

William Roberts claim fractional NE $\frac{1}{4}$, 14,61-32, has been abandoned several years.

H. C. Lowe and George W. Davis having improved their places and are now living on same should be allowed some concessions as settlers in 61-33 and 34. That is the right to buy their claims at \$1.25 per acre.

I. N. WITHERS.

The original of which report is to be found on file in the office of the Commissioner of Agriculture.

Upon motion the report of Mr. Withers was approved and it was ordered that

The former resolution affecting the sale of certain lands offered at one dollar and twenty-five cents per acre, be and the same is hereby revoked.

Upon motion it was ordered that Mr. John W. Newman be requested to confer with Mr. I. N. Withers, agent for the Trustees, concerning the survey of certain lands lying in Township 51 south, Range 41 east and Township 54

south, Range 40 east, and run section lines in said townships.

Upon motion it was ordered that any settlers upon any lands owned by the Trustees in the Everglades who have not established their settlements for one year prior to January 1, 1908, shall have no claim against the Trustees on account of improvements made on such lands, nor will the Trustees recognize such claims as giving any prior rights to said settlers, but will hold said lands for sale at such prices as may seem reasonable to the Trustees. That a copy of this resolution be filed with the Commissioner of Agriculture.

Governor N. B. Broward read a communication from the Miami Board of Trade, dated January 2, 1908, which communication is as follows:

"Resolved that the Governor is requested to place a dredge somewhere in the Miami River, to be used for the purpose of digging a canal or canals into the Everglades west of this city, with the object of reclaiming all the land possible in this vicinity."

Accompanying this resolution were two petitions signed by citizens of the County of Dade, urging upon the Trustees of the Internal Improvement Fund to cause a survey to be made from the head of the south for of the Miami River in a westerly direction, and such other courses as the engineers in charge may deem advisable, with a view to placing dredges at work, and to cut out a ledge of rock at the head of said river, and cut such canals as may be necessary to reclaim the territory that lies contiguous thereto.

Ordered that the communication of the Board of Trade, with the petitions, be filed with the Secretary. That the Secretary be instructed to communicate with the Board of Trade of Miami, and through it with the petitioners, and indicate to them that the Trustees would be willing to enter into negotiations with the Board of Trade and the petitioners in said petitions, that if the Trustees are able to sell enough lands of the Fund in the vicinity outlined in the petitions, at a price satisfactory to the Trus-

tees, that the Trustees would be willing to invest the proceeds of such sales in the purchase of a dredge boat and the operation of the same within the territory and along the lines indicated in said petitions.

Hon. B. E. McLin submitted the following matter:

An application from Mr. F. M. Hendry, of Lee County, to purchase lot 3, of Section 24, Township 46, Range 23 South and East, amounting to 41.01 acres at one dollar per acre; Mr. McLin presented also affidavits and statements of disinterested parties showing above described land to be worth not more than one dollar per acre, therefore,

The Trustees directed that the Commissioner proceed to sell said land for the price offered.

The Commissioner was directed to refer to Hon. W. S. Jennings, Counsel for the Trustees, a communication from the Southern States Land and Timber Company bearing date of January 1, 1908, relative to the claim of said Company for the South half of Section 34, Township 46, Range 30, South and East, for a report to the Trustees of the report of his opinion on same.

After reading the statements of four disinterested parties, who are citizens of Lee County, with reference to the character of lot 3, Sec. 34, T. 45S, R. 23E, embracing 41.01 acres, said tract being covered almost entirely with mangrove swamp and being not over five acres of good land on it, the Trustees decided to accept the offer of Mr. F. M. Hendry of \$1.00 per acre for the lot, and the Commissioner of Agriculture was directed to issue deed.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Jan. 7, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

As the Trustees had received several applications to purchase Jew Fish Key lying in Sections 26 and 27, T. 64S, R. 35 E, Monroe County, and had directed the Commissioner of Agriculture to notify the applicants, J. V. Harris, George W. Reynolds and George L. McDonald that said Key would be sold to the highest bidder, the minimum price which would be considered by the Trustees was \$25.00 per acre, and the Commissioner of Agriculture not having heard from said applicants, with the exception of Dr. J. V. Harris, who offered \$25.00 per acre for the land. It was ordered that deed be issued to Dr. J. V. Harris or his order, and the purchase money having been remitted by Dr. J. V. Harris with the request that deed be issued to Lovie Turner, of Monroe County. The acreage of said key being 30.50 acres and at \$25.00 per acre, amounting to \$762.50.

The following accounts were presented and ordered paid:

John McDougall, P. M., postage for Salesman's office	\$129.44
Hillman-Sutherland Company. Refund on old entry. See minutes Dec. 28, 1907.....	108.26

The Trustees then adjourned.

N. B. BROWARD,
Governor.

Attest:

W. M. McINTOSH, JR.,
Secretary.

Tallahassee, Fla., Jan. 10, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

After considering the application and offer of Mr. J. E. Rowe, of Hilliard, Fla., for the $S\frac{1}{2}$ of lot 1 of Sec. 11, in T. 2N, R. 23E, Nassau County, and the statements of disinterested persons as to the character of said tract, and further, the fact that Mr. Rowe had purchased this land in 1892 as a tax deed, paying \$18.00 therefor and having lived on the land ever since, thinking that he had a good title to it, the Trustees agreed to sell said land to Mr. Rowe at \$1.00 per acre, the amount of his offer and the Commissioner of Agriculture was directed to issue deed embracing above described land.

After considering the application of Mr. A. Hodges, Kent, Florida, and the statement of disinterested persons as to the value of the land, and the further fact that Mr. Hodges had purchased the land at a tax sale, thinking he had a good title to it, and having lived on the land for the past nine years, and further that he was unable to pay for the land, but that his friends and neighbors agreed to buy it for him if the Trustees would sell at 50 cents per acre, the Trustees agreed to sell Mr. Hodges the land upon which he is living, to-wit: $NE\frac{1}{4}$ of $NW\frac{1}{4}$ Sec. 3, T. 1 N, R. 23 E, at 50 cents per acre, and the Commissioner of Agriculture was directed to issue deed to Mr. Hodges, embracing said $NE\frac{1}{4}$ of $NW\frac{1}{4}$ Sec. 3, T 1 N, R. 23 E.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Jan. 14, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee for Reed A.

Bryan, Agent, pay-rolls in re-drainage.....\$2,519.16

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., Jan. 28, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Where, under certain negotiations between the Trustees of the Internal Improvement Fund of the State of Florida, certain deeds were executed, among them Deed No. 16076 under date of December 5, 1907, conveying 374,831.84 acres of land, and through the inadvertence of the clerk or draughtsman, misguided by the plat in the office of the Commissioner of Agriculture, from which the description of the land was taken and relied upon in the preparation of said deed, inadvertently omitted to include and embrace in said deed the south half of section 34, T. 46S, 30E, which land was embraced in the certificate

issued to the Pensacola and Atlantic Railroad Company by the Trustees of the Internal Improvement Fund on the 4th day of October, A. D. 1888, and in the negotiations merged into said deed, and should have been included in said lands and for the purpose of correcting said deed, the Commissioner of Agriculture is hereby directed to issue to the Louisville & Nashville Railroad Company as successor of the Pensacola and Atlantic Railroad Company a deed embracing said south half of Section 34, in township 46S, Range 30E.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Feb. 5, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture

Whereas, it was made known to the Trustees during the month of October, 1907, that the United States Government Drainage Engineers, who operate under the direction of the Department of Agriculture, through Mr. True, as head of the Bureau, were being sought after, and inducements offered by way of furnishing trains by persons in the States of Louisiana and Missouri, that were used by the engineers of the Bureau to travel about on throughout these states, and explain the benefits of drainage to the people, thereby popularizing it; and that the engineers

who were to come to Florida from the Department of Agriculture desired to investigate several rivers along the Atlantic and Gulf coasts in Florida, and to investigate the southern portion of Lake Okeechobee in connection with their surveys and lines of levels they had concluded to run, provided they received proper assistance and encouragement from the Trustees by furnishing them with a launch of suitable capacity to house them, to live on while doing that portion of the work where there was no dry land, and to make such investigation as could not be made on the land; and the Governor, being informed that if the Department needed a launch, the Trustees would furnish the engineers of the Department with a launch to do the work above referred to, as they deemed the work of the engineers of great value to the State of Florida and to the Internal Improvement Fund; therefore, the Governor was instructed to either purchase or hire a suitable launch for the use of Mr. J. O. Wright, Supervising Drainage Engineer of the Department of Agriculture, and the engineers and men under him.

On this, the 5th day of February, Governor Broward reported to the Trustees that he had, on his recent trip to Fort Lauderdale, as suggested by the Trustees, examined several launches at Miami, Palm Beach and Jacksonville, Mr. J. O. Wright, Supervising Drainage Engineer of the United States Agricultural Department, accompanying him, and finding that the only kind of launch that was safe and could successfully be used for a sea trip and for a trip in Lake Okeechobee, by the engineers above referred to, was of such a character as would not be useful to the Trustees in the work of the dredges now being used in excavating in the Everglades after the engineers had used it; that it was therefore deemed best to hire the launch referred to by the Governor, instead of purchasing it, the hire of the launch at ten dollars per day for a period of not less than forty days, was agreed upon and approved by the Trustees.

It was further ordered that one hundred dollars be sent to Mr. J. O. Wright, Supervising Drainage Engineer,

to be disbursed and accounted for by him to apply upon the charter money of the launch.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., Feb. 10, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following copy of communication from W. S. Jennings, Agent for Trustees, in reference to settlement with the Wisner Land Company, was ordered spread upon the minutes.

Jacksonville, Fla., Feb. 5, 1908.

*Negotiations for Settlement of the Claims of the Wisner
Land Company Against the Trustees.*

Mr. D. R. McNeill,
City.

Dear Sir:

In further reply to the proposition contained in the carbon copy of letter addressed to you by the Wisner Land Company, under date of Jacksonville, Florida, January 24th, 1907, which you handed to me on or about the date mentioned therein, you were advised during that conference in effect that assuming that the reference to the compromise proposition contained in your letter refers to the negotiations that have been pending between yourself and myself, as the agent and representative of the Wisner Land Company and of the Trustees of the Internal Improvement Fund of the State of Florida re-

spectively, growing out of the several conferences held with you, and the proposition submitted by you in writing under date of December 2nd, 1907, and the proposition under date of December 6th, 1907, in which you stated at length your selection of lands by the usual and ordinary descriptions, to which is added your valuations of the lands so listed, situated in 16 counties of the State of Florida, and as is referred to in draft of memorandum of agreement prepared by me as of the 16th day of December, and modification thereto prepared by Mr. J. C. Cooper, counsel for the Wisner Land Company, and supplemental agreement prepared under your direction to the agreement prepared by Mr. Cooper, the matters referred to in my telegram under date of December 19th, 1907, in reference to certain lands described in your list having been previously sold, your selections as furnished under date of December 19th, in lieu thereof, and for a cash balance as stated and conferences and correspondence incident thereto, the latter part of said letter in which is embraced the resolution passed by the Wisner Land Company under date of the 21st inst., appearing to be a counter proposition, which has been considered and is rejected, and you were advised on behalf of the Trustees of the Internal Improvement Fund, that the negotiations embraced in the memorandum of agreement of the 16th inst. prepared by Mr. Cooper and the supplemental contract thereto prepared under your direction, and as verified in part, called to your attention by telephone message of the 17th inst., by your letter of the 19th inst., lands that you described and selected in your letter of the 19th inst., in lieu of certain lands embraced in your letters and valued by you as therein set forth, is acceptable; that the remaining acreage valued at \$2.00 per acre, in lieu of which you did not select lands, payable in money, is satisfactory, and that I am prepared to conclude the negotiation along the line of our agreement as so verified, and to deliver to you without delay a good and sufficient deed of conveyance to the lands in the list that you have prepared, in accordance with said agreement, and

to deliver to you the check of the Trustees of the Internal Improvement Fund of the State of Florida for the amount to be paid in money, in accordance with the terms of said agreements.

You were further advised at that date, that the Trustees of the Internal Improvement Fund declined to make any further or other proposition in this behalf. These negotiations have been delayed on your part, and your explanations from time to time of the cause of such delays have appeared reasonable and satisfactory, but the land office in Tallahassee is being burdened with inquiries difficult to answer pending these negotiations, on account of the lands embraced in your list and selections having been temporarily taken off the market for the purpose of concluding these negotiations, a deed having been executed by the Trustees embracing the verified list, which I now have in my possession, and which has been exhibited to you, together with accepted draft of the Trustees for the balance found to be due in money, according to our several conferences, and the terms of the agreements heretofore referred to.

I am now directed by the Trustees to inform you, that unless these negotiations are concluded by the 15th day of February, 1908, that the deed and the accepted draft will be returned to the Trustees, the lands embraced in your selections will be placed upon the market, and the pending suits will be pressed to final determination.

Yours very truly,

W. S. JENNINGS, Agent.

The account of the First National Bank of Tallahassee for Reed A. Bryan, pay-rolls in re drainage, for \$3,378.42, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

W. B. BROWARD,
Governor.

Tallahassee, Fla., Feb. 13, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following communication addressed to Hon. A. C. Croom, by Hon. W. S. Jennings, General Counsel, was submitted to the Trustees and ordered spread upon the minutes:

Jacksonville, Fla., Feb. 11, 1908.

Hon. A. C. Croom, Comptroller,

Tallahassee, Florida.

Bonds.

Referring again to your letter of the 1st instant, I beg to submit the following as a preliminary report and opinion relating to the bonds of the Pensacola & Georgia Railroad Company for five hundred dollars each, dated April 1st, 1860, with five coupons attached for interest, each of them for twenty dollars, as referred to in the letter addressed to you under date of January 30, 1907, by Mr. Stephen E. Foster, of this city.

I have made a careful examination of the printed minutes of the Trustees of the Internal Improvement Fund from 1855 to 1905 inclusive, on the subject of the liability of the Trustees of the Internal Improvement Fund of the State of Florida on bonds of the Pensacola & Georgia Railroad Company by a guaranty or otherwise, and fail to find in the minutes where any liability is affirmatively expressed or set forth as a guaranty or fixing a liability of the Trustees upon the bonds referred to in Mr. Foster's communication to you.

I called upon Mr. Foster and he was good enough to permit me to inspect one of the bonds in question, which was numbered 145, executed by the Pensacola & Georgia

Railroad Company under date of April 1st, 1860, payable July 1st, 1870, with five coupons attached for interest, each of them for twenty dollars, numbered 16, 17, 18, 19 and 20 respectively, signed E. Houstoun, President, and F. H. Flagg, Secretary, said bonds being payable to bearer at Charleston, S. C., with interest at the rate of eight per cent. per annum. The bond recites that it is one of a series not to exceed five hundred thousand dollars; that to secure the principal and interest the Company has conveyed to William Bailey and John C. McGehee, all their lands lying on the line of said railroad between Tallahassee and Lake City, amounting to three hundred and eighty thousand acres, which lands were granted to the said railroad company by the Congress of the United States and by the State of Florida, to aid in the construction thereof, with power to said Trustees to sell and lease said lands, pay the interest on the bond and constitute a sinking fund for the ultimate payment of the principal; also a second mortgage on their roadway, depots, stations, franchises and equipment with power on default to take possession of said roadway, depots, stations, etc., without judicial or other preliminary process whatever, with power to lease or sell or otherwise dispose of as in their discretion they may deem most for the interest of the bondholders, and trust certificate as to the identity of bonds issued, etc., to the amount of \$500,000 limit; then follows the signature of the railroad officials in due form, acknowledging that the Company has executed a conveyance to the Trustees as set forth in the bond, and that the Trustees have accepted the said trust, which certificate is signed by William Bailey, John C. McGehee, Trustees, with the seal of the Pensacola and Georgia Railroad Company affixed.

I found further that neither the bond or the coupons bear any guaranty or endorsement, or any reference thereto, by or on behalf of the Trustees of the Internal Improvement Fund of Florida. There are many references in the minutes to the effect that the Trustees will guarantee bonds of said Company for definite amounts and for a designated mileage, and further "That the Treas-

urer deliver to said Company the bonds of said Company when the guarantee is signed by the Trustees."

Thus it would appear that even in cases where the Trustees did guarantee certain bonds, it was done under express resolution of the Trustees signing the bond so guaranteed; therefore, in the absence of any affirmative showing that the Trustees of the Internal Improvement Fund of Florida had guaranteed the bonds or the payment of interest thereon of the Pensacola & Georgia Railroad Company numbered 145, referred to in Mr. Foster's letter.

It is my opinion that it has not been shown that the Trustees are liable for the payment of the bond or bonds referred to or the coupons attached hereto.

Yours very truly,

W. S. JENNINGS,

General Counsel for Trustees of the Internal Improvement Fund of Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., February 20, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. Charles S. Maloney having made application to purchase lot numbered 3 of Section 35, in Township 66 south, Range 29 east, and having offered \$3.00 per acre for the lot, embracing 60.85 acres, the Trustees, with the

evidence before them, agreed to sell said lot to Mr. Maloney and directed the Commissioner of Agriculture to issue deed.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., Feb. 21, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following communications from Hon. W. S. Jennings, Agent for Trustees, were read and ordered spread upon the minutes.

Jacksonville, Fla., 8 p. m., Feb. 15, 1908.

*Gov. N. B. Broward,
President I. I. Fund,
Tallahassee, Fla.*

Dear Sir:

Many conferences in the matter of the negotiations with Wisner Land Company led to an acceptance on my part as Agent of the Trustees of Internal Improvement Fund, subject to confirmation of Trustees of a proposition to convey to said Company an additional 6080 acres in Secs. 3, 4, 8, 9, 10, 15, 22, 23, 26 and E $\frac{1}{2}$ of 27, all in Tp. 49, R. 41.

The details of negotiations have all been settled upon, the deed and assignments that I had prepared for the Company have been authorized and executed, I am advised by the Company. I have examined the chain of title of transfers of grants to the Wisner Land Company and the releases of trust mortgages and find them regular and acceptable, all of which awaits presentation of deed

from Trustees and accepted draft, which latter I hold. I hand you former deed of Trustees, which should have affixed thereon sale of Commissioner of Agriculture.

The additional lands may be embraced in another deed or have a new deed executed embracing both descriptions and return to me at your earliest convenience, if acceptable, for delivery and final settlement of these negotiations.

Yours very truly,

(Signed

W. S. JENNINGS,
Agent Trustees.

Jacksonville, Fla., Feb. 15th, 1908.

Gov. N. B. Broward,

*President Trustees of the Internal Improvement Fund,
Tallahassee, Fla.*

Sir:

In further confirmation of my conversation with you this evening at the hotel on the subject of the negotiations pending between the Trustees of the Internal Improvement Fund and the Wisner Land Company, at which I handed you a brief letter setting forth the result of the many conferences and descriptions of the 6080 acres of land demanded by the Company, in order to conclude the negotiation, I beg to say that following my return from Tallahassee about December 21, 1907, having in my possession the deed executed on the 19th of December, of approximately 60,000 acres of land as therein described, and the accepted draft of the Trustees of the Internal Improvement Fund for \$17,456.57. Mr. Edward Wisner, of New Orleans, the owner as I am informed of one-half of the stock of the Wisner Land Company, appeared at my office and appeared to earnestly oppose concluding the negotiations upon the basis heretofore reported to the Trustees as constituting the basis of the negotiations between myself as the Trustees' agent and Mr. D. R. McNeill as the representative of the Wisner Land Company. Mr. Wisner claimed to have been under the impression that the negotiations were proceeding upon a cash basis, and that his company was to be paid in money by the Trustees the amount that it had paid to

various railroad companies for the land grant claims, but had been advised prior to calling on me that such was not the case, that the Company was to accept lands at the market value, for the principal or amount of cash invested by his Company therein. He seemed greatly disappointed and displeased at this basis and demanded that interest should be paid in addition to the principal invested for three years, which interest would amount to about \$25,000. He further stated that the actual cash outlay was \$121,000 instead of \$120,000; that he thought the lands had been overvalued and that if his company received the lands he would sell his interest for less than the valuations placed thereon by D. R. McNeill; that he had paid \$1,500 for attorneys' fees, for an opinion on the law governing these claims and that he saw no reason why he should pay \$2.00 per acre for lands that he had bought for 12½ cents per acre, but that he would recommend to his associates that they accept lands at their market value so long as the negotiations had progressed thus far, for a valuation covering principal, interest, expenses and attorneys' fees. This conference with Mr. Wisner was followed by a letter addressed to Mr. D. R. McNeill, City, under date of Jacksonville, Florida, December 24th, 1907, as follows:

"Mr. D. R. McNeill: At a meeting of the Board of Directors of the Wisner Land Company, held on the 21st inst., the compromise proposition presented us through you by Gov. W. S. Jennings, representing the Trustees of the Internal Improvement Fund, was rejected, but it was resolved that if the Trustees will make us such a proposition as will return us our original investment of \$121,000, with interest and expenses to date, either in cash or in lands to be selected by you from the holdings of the Trustees at a fair valuation, we will accept and compromise in full settlement and discharge of all the right, title and interest which we have under the several certificates and claims now owned by us. Yours very truly,

WISNER LAND COMPANY."

To this letter I replied in several conferences, afterwards by letter under date of February 5th, 1908, copy of

which is handed you herewith. Several conferences followed the delivery of this letter between myself and Mr. McNeill and Col. Raymond Cay, one of the directors and representatives of the Wisner Land Company, in which they sought, on behalf of the company, additional lands of the value of interest on the principal invested for three years, \$6,500 attorneys' fees, and other expenses not definitely stated, other than those lands embraced and valued at \$120,000 in the deed executed by the Trustees under date of December 19th, 1907, all of which propositions I declined. Finally Colonel Cay inquired to know if I would consider lands at market value for one-half of their claim, which would amount to \$30,000, which I declined to consider. He then inquired to know if I would consider an additional grant of 6,000 acres in round numbers, adding that unless such concession was made, that there was no possible hope of concluding the negotiation; that the matter had been thoroughly discussed by the directors of the Wisner Land Company and that Mr. Wisner's large interest and his determined opposition caused their stockholders and directors to sympathize particularly with his wishes and to such an extent that the negotiations could not be concluded unless some additional acreage was granted, to which I replied that if he had the list of 6,000 acres to present, not in close proximity to the public works and drainage operations, that I would consider the same. He promptly furnished me with the description of the lands set forth in my letter to you under date of February 15th, 1908, above referred to.

Yours very truly,

W. S. JENNINGS, Agent.

Jacksonville, Fla., Feb. 22, 1908.

Negotiations Between the Trustees and the Wisner Land Company.

*Trustees of the Internal Improvement Fund,
Tallahassee, Fla.*

Gentlemen:

You are advised that after several weeks' negotiations between myself, as agent of the Internal Improvement

Fund, and D. R. McNeill and others, as the representatives of the Wisner Land Company, the assignee of certain railroad land grant claims, amounting to a total open grant of 572,207.84 acres and a total number of acres contained in certificates issued by the Trustees of the Internal Improvement Fund in 1888 and 1889, amounting to 288,455.00 acres, the aggregate claim being 860,662.84 acres, an adjustment of these claims has been concluded, and also an adjustment of the claims of the Wisner Land Company for indemnity lands aggregating 436,663.85 acres, upon the following basis.

First, The Trustees of the Internal Improvement Fund have executed good and sufficient deeds of conveyance to 66,336.26 acres of land therein described and included, situate in the counties of Citrus, Dade, DeSoto, Hernando, Hillsborough, Lake, Lee, Levy, Marion, Manatee, Monroe, Orange, Osceola, Pasco, Polk, St. Lucie and Volusia which I have this day delivered to the said company, together with your accepted draft for the sum of \$17,456.57.

Second. For and in consideration of said deed and accepted draft, the Wisner Land Company has executed and delivered to me as your agent a warranty deed conveying to the State Board of Education of Florida, at your instance and request, all their right, title, interest and claim and after acquired interest in the lands set forth and described in the certificates issued by the Trustees of the Internal Improvement Fund in 1888, noted below, together with an assignment of all of said original certificates and evidences of title, assignments and transfers thereof, assigning and conveying all the rights, titles, interests and after acquired properties under said certificates to the State Board of Education of Florida; and in and by said warranty deed and the said assignment, the Wisner Land Company has also conveyed, transferred and assigned to the State Board of Education, all of the rights, titles, interests and claims inuring to said Company as the assignee of the Florida Southern Railroad Company under the land grant contained in Chapter 3167, Acts of 1879, and the Jacksonville, Tampa & Key West Railway Company, under Chapter 3168, Acts of 1879, and

the Silver Springs, Ocala & Gulf Railroad Company under Chapter 3170, Acts of 1879, and the South Florida Railroad Company under Chapter 3491, Acts of 1883.

A statement of the open grants, certified lands and indemnity lands assigned and transferred as above stated by the Wisner Land Company to the State Board of Education of Florida in pursuance of these negotiations by the warranty deed and assignment above mentioned, is as follows:

Under Chapter 3167, Acts of 1879, known as the Florida Southern Railway Company:

	Acres.
Balance acreage claimed under open grant . . .	301,990.38
Acreage in certificates Nos. 13775, 13776, 13777, 13778, 13779, 13780 issued by the Trustees in 1888	131,711.18

Under Chapter 3168, Acts of 1879, known as the Jacksonville, Tampa & Key West Railway Company:

Balance claimed under open grant	157,345.55
Acreage in certificates No. 13901 issued by the Trustees in 1888	156,743.82

Under Chapter 3491, Acts of 1883, known as the South Florida Railway Company:

Balance claimed under open grant	93,175.29
Total, open grants	572,207.84
Total certified lands	288,455.00
Grand total of open grants and certified lands	860,662.84

As a part of these negotiations, an adjustment was also effected of the claims of the Wisner Land Company against the Internal Improvement Fund for indemnity lands under the above enumerated grants for swamp and overflowed lands within twenty miles of the line of said railroads, deeded to railroads other than those named, not holding prior grants, as appears by the statement of deeds issued and of record in the office of the Commissioner of Agriculture, showing the number of deeds issued, the name of the railroad company to whom issued, the date thereof, the acreage and location of the lands relative to the line of constructed railroad under date of August 4th,

1904, said indemnity lands aggregating 436,663.85 acres.

The certificates referred to above as having been issued by the Trustees of the Internal Improvement Fund, do not appear to have been entered at length upon the minutes of the Trustees, and, herefore, as a matter of information, I suggest that Certificate No. 13775, being among the shortest of those heretofore issued and for a small acreage of land, be considered a part of this report, and recorded at length in the minutes of the Trustees for more convenient reference from time to time, as the contents of these certificates may be under consideration. Each and every one of the certificates presented herewith and referred to more definitely hereafter, seem to contain the same provisions, among them being the following:

“Now, therefore, the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, in consideration of the premises and in conformity of the acts of the legislature aforesaid, do hereby certify that the said Florida Southern Railway Company is entitled to said lands whenever the same shall have been patented to the State of Florida under said act of Congress of September 28th, 1850, and that upon the receipt of such patent by the Sate, said Trustees or their successors, will convey said lands to said company, its successors or assigns.”

The certificates bear the signature and seal of the Trustees, to which is affixed the seal of the Commissioner of Agriculture. I recommend that the schedule of the original certificates heretofore issued by the Trustees of the Internal Improvement Fund referred to, and the deed and assignmmt of the Wisner Land Company to the State Board of Education of Florida be spread upon the minutes of the Trustees.

You will find inclosed with this report the following papers:

(a) Warranty deed from the Wisner Land Company to the State Board of Education of Florida, definitely describing lands embraced in the certificates issued by the Trustees above enumerated and a general assignment of all of its rights, titles, interests and claims under the

said acts of the legislature of Florida, including after acquired properties or rights.

(b) Assignment and conveyance executed by the Wisner Land Company to the State Board of Education of Florida, of specially identified original certificates issued by the Trustees of the Internal Improvement Fund, and all rights thereunder, including after acquired rights.

(c) Deed from the Atlantic Coast Line Railroad Company to the Florida West Coast Improvement Company all balance land grant due Silver Springs, Ocala & Gulf Railroad Company, dated March 26, 1903.

(d) Release of mortgage by City Trust Company and William Mann, trustees of land grant of Silver Springs, Ocala & Gulf Railroad Company, dated June 28, 1904.

(e) Deed from Florida West Coast Improvement Company to Edward Wisner, balance land grant due Silver Springs, Ocala & Gulf Railroad Company, dated December 22, 1904.

(f) Deed from Plant Investment Company to Edward Wisner, balance due on Florida Southern Railway Company grant, dated April 15, 1905.

(g) Deed from Florida Southern Railway Company to Edward Wisner, balance of land grants dated April 15, 1905.

(h) Deed from Plant Investment Company to Edward Wisner, balance of land grant of South Florida Railroad Company.

(i) Quit claim deed of Atlantic Coast Line Railroad Company to Plant Investment Company of any interest in land grant to South Florida Railroad Company and Florida Southern Railway Company.

(j) Deed from Edward Wisner to the Wisner Land Company balance land grant Florida Railroad Company, dated July 15, 1905.

(k) Deed from Edward Wisner to Wisner Land Company, balance due on land grant of Jacksonville, Tampa & Key West Railway Co., dated July 15, 1905.

(l) Deed from Edward Wisner to the Wisner Land Company balance land grant due Florida Southern Railway Company.

(m) Deed from Edward Wisner to Land Company, balance land grant due Silver Springs, Ocala & Gulf Railroad Company.

(n) Deed from Robert B. Cable, Receiver of the Jacksonville, Tampa & Key West Railway Company to Edward Wisner, dated February 23, 1905.

(o) Release of trust deed from Pennsylvania, &c. Company land grant of Jacksonville, Tampa & Key West Railway Company, dated January 24, 1905.

(p) Copy of petition case of Archibald Rogers vs. Jacksonville, Tampa & Key West Railway Company, authorizing deed from Robert B. Cable, Receiver, to Edward Wisner.

q) Order case of Archibald Rogers vs. Jacksonville, Tampa & Key West Railway, authorizing deed from Robert B. Cable, Receiver to Edward Wisner.

Also the following certificates:

Certificate No. 13775, Gainesville, Ocala & Charlotte Harbor R. R. Co. or the Florida Southern Ry. Co.

Certificate No. 13776, Gainesville, Ocala & Charlotte Harbor R. R. Co. or the Florida Southern Ry. Co.

Certificate No. 13777 Gainesville, Ocala & Charlotte Harbor R. R. Co. or the Florida Southern Ry. Co.

Certificate No. 13778, Gainesville, Ocala & Charlotte Harbor R. R. Co. or the Florida Southern Ry. Co.

Certificate No. 13779, Gainesville, Ocala & Charlotte Harbor R. R. Co. or the Florida Southern Ry. Co.

Certificate No. 13780, Gainesville, Ocala & Charlotte Harbor R. R. Co. or the Florida Southern Ry. Co.

Certificate No. 13901 Silver Springs R. R. Co.

It will be observed that the several conveyances from Edward Wisner to the Wisner Land Company and from the various railroad companies to Edward Wisner, enumerated above, the petition, order and deed of assignment from the Receiver of the Jacksonville, Tampa & Key West Railway Company to Edward Wisner, and the release of mortgage of the Pennsylvania Company have not been recorded in the office of the Clerk of the Circuit Court of

any of the counties where the lands affected by such orders and conveyances are located. Such recordation is not essential to a conveyance of the title, but it is deemed advisable that such evidences of title be recorded in the counties where the lands in question are situated which can be determined upon an examination of the documents themselves.

You are further advised that praecipes for dismissal of the suits of the Wisner Land Company against the Trustees of the Internal Improvement Fund, pending in the United States Circuit Court of the Fifth Judicial Circuit, in and for the Southern District of Florida, and also a praecipe for dismissal of the cross bill filed by the Wisner Land Company in the suit pending in the United States Circuit Court, Fifth Judicial Circuit, in and for the Northern District of Florida, by the Southern States Land & Timber Company, against the Trustees of the Internal Improvement Fund, have been duly signed by Messrs. Cooper & Cooper, solicitors and of counsel for the Wisner Land Company in said suits and have been forwarded to be filed with the Court.

Respectfully submitted.

W. S. JENNINGS,
Agent.

After consideration of the report of the agent of the Trustees, as above set forth, it appearing as considered necessary by the agent to conclude the negotiations that had been pending for several months, that the Trustees of the Internal Improvement Fund should convey an additional 6,080 acres of land, as specifically described in the agent's report as above set forth, and the additional acreage being considered of comparatively small value, the greater part of the same having formerly been valued by the agent of the Wisner Land Company at 33 1-3 cents per acre, and the Trustees adjudging that negotiations of such magnitude should not be defeated on account of the demand of said Company for these particularly described lands, the negotiation appearing to be advantageous to

the Internal Improvement Fund, notwithstanding this additional demand; Now, therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, that the Commissioner of Agriculture be and he is hereby requested to prepare a deed embracing the lands described in the agent's report above set forth to the Wisner Land Company, to be executed by the Trustees of the Internal Improvement Fund and that the same be forwarded to the agent of the Trustees to be delivered, to the end that the negotiations pending may be concluded.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., Feb. 24, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

First Nat. Bank of Tallahassee for Reed A.

Bryan, expense acct. for month of Dec., 1907..\$ 228.43

P. N. Bryan & Sons, wood furnished for dredges.. 1,794.00

Stranahan & Co., groceries for dredges, December, 1907, and January, 1908..... 1,026.20

Reed A. Bryan, Agent, expense acct. January, 1908 316.52

Featherstone Foundry & Machine Co., Machinery for dredges..... 953.49

Merrill-Stevens Company, material furnished for use on dredges.....	660.94
I. N. Withers, salary and expenses as selecting agent	195.51
P. Ullendorff, meat furnished for dredges.....	42.10
Frank T. Budge, dynamite for use in drainage...	731.61
The Fla. East Coast Railway Co., transportation charges on freight moved during months of November and December, 1907.....	502.80
Keuffel & Esser Co., surveying compass for use in drainage operations.....	25.00
Remington Typewriter Company, typewriter and attachment for salesman's office.....	122.10
Lainhart & Potter, lumber for use on dredges...	77.15
Z. T. Merritt, recording plat of swamp land.....	3.50
F. W. Marsh, Clerk U. S. Court, services in litigation for and against Trustees.....	3.60
P. D. Cassidey, recording deed from Hillman-Sutherland Company.....	1.25
T. Murphy Iron Works, repairing 4 large dipper teeth	54.21
R. C. Parkhill, making copies of exhibits in re Sledge vs. Trustees.....	3.00
Capital Publishing Company, printing for Trustees	25.00
S. B. Chapin, for transcript of certain field notes	6.20

The Trustees then adjourned.

Attest:

W M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Feb. 25, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

It was ordered that checks be drawn in favor of the National Bank of Jacksonville for the sum of seventeen thousand four hundred and fifty-six dollars and fifty-seven cents, in full settlement of the draft drawn on the Trustees by W. S. Jennings, Agent, and accepted by them in the adjustment and final discharge of all claims of the Wisner Land Company against the Trustees or trust funds in their hands.

The Trustees then adjourned.

Attest:

W M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Feb. 26, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

First Nat. Bank of Tallahassee, for Reed A. Bryan,
Agent, pay-roll for dynamite crew.....\$ 80.75

G. S. Baxter & Co., timber for dredges..... 290.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
Secretary. Governor.

Tallahassee, Fla., Feb. 29, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The E $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec. 10, T 8 S, R 20 E, having been erroneously conveyed by the Trustees to Hon. Frank Adams in deed No. 16043 and a quit-claim having been issued by Hon. Frank Adams to the Trustees embracing said tract and presented to the Trustees by Hon. B. E. McLin, Commissioner of Agriculture, it is hereby ordered that \$80.16, being the amount of the purchase money, be refunded to Hon. Frank Adams.

There having been numerous conveyances of lands since the list of vacant State lands was printed, making it necessary to revise the list, the Commissioner of Agriculture, Hon. B. E. McLin, was directed to have the list revised and 1,000 copies printed.

The Commissioner of Agriculture of the State of Florida was authorized to sign a waiver of any claim by the State of Florida under the swamp land act of September 28, 1850, as represented by the lists filed in the office of the Commissioner of Agriculture, by the Government Inspecting agents Feb. 29, 1908, and reported by them as such inspecting agents to be dry and not subject to patents to the State under said act of September 28, 1850, the said

agents at the same time reporting some 4,040 acres of their inspection to be swamp and overflowed and subject to patents in their judgment to the State of Florida, under said act of September 28, 1850, said agents so reporting and recommending to the United States Land Office.

Attest:

W M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Feb. 29, 1908.

3:30 P. M.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

Upon motion it is directed that the Trustees do this day deliver to the State Board of Education of the State of Florida certain documents as per schedule, as follows:

1. Warranty deed executed February 15, 1908, from the Wisner Land Company to the State Board of Education, definitely describing and conveying lands embraced in Certificates Nos. 13775, 13776, 13777, 13778, 13779, 13780 and 13901, issued by the Trustees of the Internal Improvement Fund, and making general assignment of all the Company's rights, titles, interests and claims under Chapters 3167, 3168 and 3170, Acts of 1879, and Chapter 3491 Acts of 1883, including after acquired properties or rights.

2. Assignment and conveyance executed February 15, 1908, by the Wisner Land Company to the State Board of Education of Florida, of the above mentioned certificates issued by the Trustees of the Internal Improvement Fund, and all rights thereunder including after acquired rights, which are definitely specified.

3. Deed from the Atlantic Coast Line Railroad Company to the Florida West Coast Improvement Company, dated March 26, 1903, conveying all balance of land due under grant to Silver Springs, Ocala & Gulf Railroad Company.

4. Release of mortgage by City Trust Company of New York and William Mann, Trustees of lands of Silver Springs, Ocala & Gulf Railroad Company dated June 28, 1904.

5. Assignment dated December 22, 1904, from Florida West Coast Improvement Company to Edward Wisner, of balance of land claimed under grant to Silver Springs, Ocala & Gulf Railroad Company.

6. Deed from the Plant Investment Company to Edward Wisner, dated April 15, 1905, covering balance of lands due under grant to the Florida Southern Railway Company.

7. Deed from Florida Southern Railway Company to Edward Wisner, dated April 15, 1905, conveying balance of lands due under grants to said Company.

8. Deed from the Plant Investment Company to Edward Wisner, dated April 15, 1905, to balance of lands under grant to South Florida Railroad Company.

9. Quit-claim deed from Atlantic Coast Line Railroad Company to the Plant Investment Company, dated April 6, 1905, of any interest of grantor in lands granted to to South Florida Railroad Company and Florida Southern Railway Company.

10. Deed from Edward Wisner to the Wisner Land Company, dated July 15, 1905, to all lands due to South Florida Railroad Company.

11. Deed from Edward Wisner to the Wisner Land Company, dated July 15, 1905, to balance of lands due under grant to Jacksonville, Tampa & Key West Railway Company.

12. Deed from Edward Wisner to the Wisner Land Company, dated July 15, 1905, to balance of lands due under grant to Florida Southern Railway Company.

13. Deed from Edward Wisner to Wisner Land Company, dated July 15, 1905, to balance of lands due under

grant to Silver Springs, Ocala & Gulf Railroad Company.

14. Deed from Robert B. Cable, Receiver of the Jacksonville, Tampa & Key West Railway Company to Edward Wisner, dated Feb. 23, 1905, to balance of lands due under grant to said Railway Company.

15. Release of trust deed from Pennsylvania Company for Insurance, etc., on lands granted to Jacksonville, Tampa & Key West Railway Company, dated January 24, 1905.

16. Copy of petition in case of Archibald Rogers vs. Jacksonville, Tampa & Key West Ry. Co., to authorize making of deed by R. B. Cable, Receiver, to balance of lands granted to said Company.

17. Copy of order on said petition entered January 20, 1905, authorizing deed from Robert B. Cable, Receiver, to Edward Wisner.

18. Original Certificate No. 13,775 from Trustees I. I. Fund to Gainesville, Ocala & Charlotte Harbor Ry Co. or Florida Southern Ry Co., dated June 22, 1888, embracing 1,679.73 acres.

19. Original certificate No. 13,776 from Trustees I. I. Fund to Gainesville, Ocala & Charlotte Harbor Ry. Co. or Florida Southern Ry. Co., dated June 22, 1888, embracing 1,657.40 acres.

20. Original certificate No. 13,777 from Trustees I. I. Fund to Gainesville, Ocala & Charlotte Harbor Ry Co. or Florida Southern Ry Co., dated June 22, 1888, embracing 92,671.79 acres.

21. Original certificate No. 13,778 from Trustees I. I. Fund to Gainesville, Ocala & Charlotte Harbor Ry. Co. or Florida Southern Ry. Co., dated June 22, 1888, embracing 11,757.36 acres.

22. Original certificate No. 13,779 from Trustees I. I. Fund to Gainesville, Ocala & Charlotte Harbor Ry. Co. or Florida Southern Ry. Co., dated June 22, 1888, embracing 4,244.12 acres.

23. Original Certificate No. 13,780, from Trustees I. I. Fund to Gainesville, Ocala & Charlotte Harbor Ry. Co. or Florida Southern Railway Co., dated June 22, 1888, embracing 36,604.41 acres.

24. Certified copy of certificate No. 13,901 from Trustees I. I. Fund to Silver Springs, Ocala & Gulf Railroad Company, dated February 15, 1889, embracing 155,743.82 acres.

25. Deed from Louisville & Nashville Railroad Company to the State Board of Education of Florida dated November 26, 1907, conveyeing 50,760 (estimated) acres, with release of mortgage by W. L. Mapother, Trustee, and an assignment to the State Board of Education of the open claims of said Railroad Company under land grants from the State of Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., March 2, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Reed A. Bryan, Standard engine, scow boat.....	\$700.00
N. B. Broward, for J. O. Wright, Engineer making investigation on drainage in Florida.....	100.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., March 30, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Upon motion it was resolved that Mr. John W. Newman, Engineer for the Trustees, be directed to make proper surveys and soundings and report to the Trustees as soon as practicable, as to the most feasible route for a drainage canal from the Miami River into the Everglades.

The following certified copy of resolutions adopted by the State Board of Education were submitted to the Trustees:

Whereas, Section 4 of Article 8 of the Constitution of the State of Florida, adopted February 25th, 1868, contains among other provisions the following:

"The Common School Fund—shall be derived from the following sources: The proceeds of land or other property which may accrue to the State by escheat or foreclosure; the proceeds of all property granted to the State when the purpose of such grant shall not be specified; * * * * twenty-five per centum of the sales of public lands which are now or may hereafter be owned by the State," And,

Whereas, large areas of public lands had been granted the State of Florida by the Congress of the United States, two of the most important grants being the Act of Congress approved March 3, 1841, and the act of Congress approved September 28th, 1850, commonly known as the Swamp and Overflowed Land Grant Act, under which acts the State of Florida became seized and possessed of upwards of twenty million acres of land, the greater portion of which lands had been vested in the State of Florida, prior to and at the date of the adoption of the aforesaid constitutional provision on the 23rd day of February, 1868, and subsequent thereto; and,

Whereas, the Constitution of the State of the State of

Florida adopted by the Convntion of 1885, that became effective January 1, 1887, contains among other things, at Section 4, Article XII, under the subject of Education, the following provision:

"That the State School Fund * * * shall be derived from the following sources;" among them being enumerated the following items: "twenty-five per centum of the sales of public lands which are now or may hereafter be owned by the State," And

Whereas, public lands are defined by high legal authority in the following language:

"Public Lands' is habitually used in legislation to describe such lands as are subject to sale or other disposal under general laws." Anderson's Law Dictionary, *Newhall vs. Sanger*, 92 U. S. 763, *Worth vs. Branson* 98. U. S. 118.

And the second headnote in the *Newhall vs. Sanger* case, above cited, reads as follows:

"The words 'public lands' used in our legislation mean such as are subject to sale or other disposal under general laws."

And in delivering the opinion of the Court in the above entitled case, Justice Davis of the Supreme Court of the United States uses this language:

"The words 'public lands' are habitually used in our legislation to describe such as are subject to sale or other disposal under general laws." Text, 1st page of Decision.

Whereas, the State of Florida has disposed of several million acres of said public lands since the adoption of said constitutional provisions, which have been in full force and effect continuously since the adoption of the first provision in 1868, without any accounting or distribution or payment to the State Board of Education, or otherwise applying said constitutional proportion of twenty-five per cent., or any other amount or per cent. to said fund as required by the Constitution of the State of Florida and the State Board of Education is advised that said constitutional provisions are in full force and effect, and that said School Fund is entitled to twenty-

five per cent. of the sales of all public lands affected and under the provisions of the Constitution above referred to :

Now, therefore, be it, by the State Board of Education,

1. *Resolved*, that it is the opinion of the State Board of Education that the the State School Fund under said constitutional provisions, is entitled to receive and recover twenty-five per centum of the sales of all public lands of the State of Florida from the date that the Constitution of 1868 became effective to the present time, being the proceeds from the sale of said public lands, which have been owned by the State of Florida since the Constitution of 1868 became effective, or may hereafter be owned by the State of Florida.

2. *Resolved*, that an accounting be demanded of the Trustees of the Internal Improvement Fund of the State of Florida under the clauses of the Constitution of 1868 and of the Constitution of 1885, requiring that twenty-five per centum of the sales of public lands be paid to the State Board of Education for the use of the Common School Fund, as provided by the said Constitutions, showing the total acreage of the public lands as of the date of February 23rd, 1868, the number of acres of public lands that have been vested in the State of Florida since the adoption of said Constitution of 1868, the acreage sold since that date by the State of Florida, or by its authority or consent, the amounts of money received from said sales, the amounts paid over to the said Common School Fund or to the State Board of Education for said Fund, since said Constitution of 1868 became effective, if any, and the total acreage of public lands vested in the State of Florida, or her grantees in trust not disposed of.

3. *Resolved*, that the Trustees of the Internal Improvement Fund of the State of Florida be furnished with a copy of these resolutions, that the Commissioner of Agriculture of the State of Florida be furnished with a copy of these resolutions and that said Land Clerk of

the State Board of Education be furnished with a copy of these resolutions, and that said Land Clerk shall assist in the preparation and compilation of such data in the making and stating of the account referred to in the foregoing resolution.

Attest:

W. M. HOLLOWAY,

Secretary.

N. B. BROWARD,

Governor.

Adopted 22nd day of October, 1907.

Upon motion it was,

Resolved, that the accounting requested by the State Board of Education in said resolutions be made by the Trustees.

And resolved, further, that the Secretary of the Trustees do proceed to make up an account and report same to the Trustees showing the total acreage of the land held by the Trustees as to the date of Feb. 23, 1868, the number of acres of public lands that have been vested in the Trustees since the adoption of the State Constitution of 1868, the acreage sold since that date by the Trustees or by their authority, the amounts of money received from said sales, the amounts paid over to the State School Fund or to the State Board of Education for said Fund since said Constitution of 1868 became effective, if any, and the total acreage of public lands vested in the Trustees not disposed of.

Resolved further, that the Secretary is directed to proceed at once to make up such accounting, and to continue the same with all reasonable dispatch, without intermission until the said account shall be made up and submitted to the Trustees.

Check for five thousand dollars was ordered drawn in favor of Hon. W. S. Jennings, Agent, in payment of his services in settlement of suits and assignment of R. R. Land Grant claims in re Wisner Land Company.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., April 6, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following communications were ordered spread upon the minutes:

"Lake City, Fla., April 3, 1908.

*Trustees of the Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

We have the honor to report that since the last report forwarded to you, we have collected only the sum of twenty dollars, paid by Mr. Thomas Dowling, of Live Oak, Florida, for a small trespass committed on Section 5, Tp. 1 S, R. 13 East, being for timber cut off of a very small portion of one forty-acre tract. We have agreed with other parties upon a settlement for trespass committed on other portions of this same section, the sum of \$140 having been agreed upon but the amount has not yet been paid. This will be reported later.

We have been unable to push this work for the past few months in any degree of vigor on account of quite a continued and serious illness of Mr. McCall, and because of other matters. We expect now, however, to take it up again and see what can be accomplished.

We are handing you our check for \$10.00, half of the Thomas Dowling collection.

Respectfully submitted,

McCALL & SMALL,
State Trespass Agents."

Also the following:

"Jacksonville, Fla., April 4th, 1908.

NEGOTIATIONS FOR SALE OF LANDS IN THE
EVERGLADES NEAR MIAMI.

*Trustees of the Internal Improvement Fund,
Tallahassee, Fla.*

Dear Sirs:

For further information incident to the negotiations for the sale of certain lands in the Everglades near Miami, I have had prepared a plat covering Townships 51, 52, 53 and 54, and Ranges 38, 39, 40 and 41, on which is indicated in different colored inks the following indications:

(1) Solid yellow indicates lands embraced in the first negotiation, meaning that with Tatum & Company, W. R. Comfort and others.

(2) Solid red indicates lands embraced in the first selection made by the citizens of Miami in the second negotiation. It should be borne in mind in this connection that the entire townships 53 and 40, 52-40, 51-41 and 51-40 were first selected by Tatum & Company, Comfort and others, they having yielded the entire four townships, except twelve sections in 53-40, eight above the proposed canal on the east of said township, and four to be selected south of said canal, or its equivalent abutting the canal.

(3) Yellow crosses on solid red blocks indicate sections released by the citizens of Miami in favor of the first proposition.

(4) Red crosses on white indicate ten sections from which the citizens of Miami in the second negotiation may select. It will be observed from former communications on this subject that the citizens ask for 20,000 acres, which would be equivalent to 30 sections. These indications cover 38 sections from which they may select 30.

(5) Solid green indicates lands reserved by the Internal Improvement Fund not on the market. In this I have undertaken to carry out what I have understood to be your wishes and policy in the disposition of the

public lands; that is to say, reserving for the Fund the alternate proportions. Thus, it will be observed that in ranges 38 and 39, townships 51, 52, 53; and in townships 51-40, 51-41, that one-half of said townships have been reserved for the Internal Improvement Fund; that in 52-40 and 53-40 only one-third, as indicated, has been reserved for the Internal Improvement Fund; and approximately half of fractional township 54-40 has been so reserved. The same reason that has heretofore led to such proportionate reservations by the long established policy of the United States Government and of the State Governments, in many grants of alternate sections, and other proportionate divisions in aid of improvements has been followed, giving the owner of the remainder the same property rights in the public improvements that it is burdened with the cost and effort of providing, and a part of the increased value of that portion reserved, and applies equally strongly to the present negotiation, as I view it, and as I understand your views to be on the subject.

The only question, as heretofore stated in communications on the subject, that seems to me should have entered into this negotiation, was the selection by the citizens of Miami of four sections in Tp. 53-40. It appears that since the early negotiations, that the citizens are insisting upon having granted to them all of the lands in 53-40, except possibly a few sections in the north tier of sections in said township, not leaving any reservation for the Trustees, all of which they have doubtless advised you of. In the first place, Tatum & Company and Comport and others, representing the first negotiation, first selected, as stated, Tp. 53-40, 52-40, 51-40 and 51-41. At my instance they moved their selections to ranges 38 and 39, in lieu of those last stated, except twelve sections in 53-40, afterwards selecting lands in 53-41 and 54-40, as indicated; therefore, it will be observed, that if this negotiation had been concluded promptly, the lands now sought by the citizens of Miami would have been contracted for prior to any application on behalf of the citizens of

Miami for any lands whatsoever, notwithstanding the emergency being urged by them for the sale of the lands, the proceeds to be used in the purchase of a modern dredge to begin operations in Miami River.

Second, the suggestion to select lands and take up the negotiations did not emanate from the citizens of Miami, but from you and your representatives, and an opportunity was thus presented to them, and as I view it, an absolutely fair and equitable plan has been submitted to them. The first parties only demand eight definite sections in 53-40, the other four to be located yielding preference to 25, 26, 35 and 36, to the citizens, thus enabling the citizens to have sections 3, 4, 9, 10, 15, 21, 22, 25, 26, 35 and 36, and a section to be substituted for section 16, and the Trustees the remainder of twelve sections. This makes 12 sections for the citizens, 12 for Comfort and his associates and 12 for the Trustees, in Township 53, Range 40.

The division, as indicated on the inclosed plat, is not just as we contemplated or discussed, in this, that I gave an assurance that the proposed canal should be the boundary line to those owning north and south thereof. The number of sections each are the same, which in that event would have to be governed by an agreement to be entered into for reconveyance, etc., in order to maintain equal proportions of canal frontage and acreage. This plan, as submitted, is more definite and just, for the reason that no matter what direction or angle the proposed canal should cross the township, the proportionate frontage on the canal and acreage would be maintained without the complications that might follow a contract to be drawn in anticipation of such proposed work and division.

Therefore, I respectfully recommend that the negotiation be concluded on the basis and plan indicated on the inclosed map, the lands colored yellow and red blocks with yellow crosses, aggregating 100,000 acres to be conveyed to the purchasers under the negotiation with Tatum & Company and W. R. Comfort and others. That the

citizens of Miami be permitted to select 20,000 acres from the lands indicated on said map in solid red, and as indicated on said map in solid red, and as indicated by red crosses on white sections. That the lands marked green on said map be reserved by the Trustees of the Internal Improvement Fund and not placed on the market, pending the improvements, or cutting of the proposed canal, and until the further orders of the Trustees. That in Tp. 53, ranges 38 and 39, the tiers of sections be changed from north to south, to east to west, should it be become desirable in the further consideration of the direction of the proposed canal, in order to maintain, as nearly as possible, accurate proportions of canal frontage, it appearing from my information that it was advisable to make these divisions smaller than in the township where the canal had a definite course, to insure more equitable divisions. I am sending copy of this letter to each of the Trustees, and the map referred to by Governor Broward.

Yours very truly,

W. S. JENNINGS, Acting Agent.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., April 7, 1908.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Trustees of the Internal Improvement Fund having fully considered the proposition submitted by R. T. Daniel, Chairman, W. Shanahan, Joseph Jennings, John M. Townley, T. L. Townley and J. E. Loomis, the subscribers' committee in connection with previous applica-

tions and preliminary contracts relating to certain portions of the lands for which this application is made for the purchase of certain lands in Dade County, Florida, situated in the Everglades, near Miami, as set forth and described in the application of the citizens above named, aggregating 20,000 acres, for which they offer two dollars per acre, which is deemed reasonable by the Trustees, and desirable on account of the emergency necessities of the fund, to enable the purchase and construction of a modern dredge to further the drainage and reclamation of the swamp and overflowed lands of the fund, as is therefore acceptable to the Trustees, with certain reservations, exceptions and modifications as hereinafter set forth; now, therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, that the proposition submitted by Messrs. R. T. Daniel, W. Shanahan, Joseph Jennings, John M. Townley and J. E. Loomis be accepted, subject to the reservations, exceptions and modifications hereinafter set forth, viz:

First: The 16th sections occurring in said territory belonging to the School Fund are not included in these negotiations, and are therefore excepted therefrom.

Second: A canal right of way 300 feet in width to be hereafter located by the Trustees of the Internal Improvement Fund wherever the same may be deemed best in their judgment, is hereby reserved from said negotiations.

Third: Further reservation is hereby made, as contained in the standard printed form of deeds issued by the Trustees of the Internal Improvement Fund, for canal purposes, prepared by the Attorney General of the State of Florida.

Resolved Further, That said citizens committee above named may have for the citizens of Miami that they represent, the following described lands situated in Dade County, Florida, to wit:

Sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35, 36 in township 52, R. 40; and Sections 3, 4, 9, 10, 15, 17, 21, 22, 25, 26, 35, 36 in township 53 R. 40; Sections 5, 8, 17, 20,

29, 32 (except south half of southeast quarter), in township 54, R. 40, Secs. 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35, 36, T. 54, R. 39, aggregating 26,880 acres, or 20,000 acres of their own selection on said above described lands, at and for the sum of \$2.00 per acre, payable one-half upon the execution and delivery of a good and sufficient deed of conveyance to said lands or tract, to be placed in escrow as may be hereafter agreed upon by the parties to these negotiations, not later than the first day of June, A. D. 1908; the remainder to be paid, one-fourth December 31, 1908, and one-fourth December 31, 1909, deferred payments not to draw interest. And be it further

Resolved, That deeds be hereafter executed upon order of the subscribers, or Trustees representing the subscribers to the proposition representing the purchase of the citizens as aforesaid, and must be made in such form as will enable the salesman of the Trustees of the Internal Improvement Fund to keep his records properly, by noting on each tract embraced in the negotiations, the purchase price thereof, namely \$2.00 per acre in tracts of uniform and even subdivisions, as appears upon the maps and plats of his office, prepared under the usual form of United States Survey Plats,

Resolved Further, That W. S. Jennings, acting as agent of and for the Trustees of the Internal Improvement Fund of the State of Florida, proceed with the negotiation with the citizens' committee of Miami, above named, with a view of concluding the negotiation at an early date that the Trustees may be enabled to proceed without delay to the purchase of the material and employment of the labor incident to the construction of a modern dredge in the Miami River, in accordance with the purposes of these negotiations, and that he represent to said committee the purpose of these negotiations, and compliance with the request of said citizens' committee, as presented in its application, as nearly and as fully as the citizens find themselves in a position to do, in view of the circumstances of the fund, and in the exercise of that judgment and discre-

tion which they feel called upon to exercise in the proper discharge of their duties and responsibilities incident to the management of the fund and the undertaking of the construction of a modern dredge and launching the same in the Miami River for the purpose of cutting a canal into the Everglades in that vicinity, and the reclamation of the swamp and overflowed lands in that territory it being their purpose to expend 75 per cent. of the proceeds of said sales of lands above described in the purchase and equipment and operation of a modern dredge, and in the cutting and maintenance of a canal in that vicinity and the proportion thereof incident to the management of the Fund as aforesaid.

The Trustees of the Internal Improvement Fund having fully considered the proposition submitted by J. H. Tatum & Company, Walter R. Comfort and associates and Channing Sweet, to purchase certain lands of the Fund in Dade County, Florida, near the City of Miami, as set forth in certain articles of agreement entered into by and between the said parties and W. S. Jennings, acting as the agent of and in behalf of the Trustees of the Internal Improvement Fund of the State of Florida, hereby accept said proposition, as stated, with certain reservations, exceptions and modifications as hereinafter set forth; wherefore, it is, by the Trustees of the Internal Improvement Fund of Florida,

Resolved, That said proposition submitted by J. H. Tatum & Company, Walter R. Comfort and his associates and Channing Sweet, to purchase certain lands in Dade County, Florida, hereinafter described and as set forth in the preliminary articles of agreement entered into by and between said parties and W. S. Jennings, acting as agent of and for the Trustees of the Internal Improvement Fund, be and the same is hereby accepted, with the following exceptions, reservations and modifications, to wit:

First: That wherever the 16th Section occurs in said territory embraced in said negotiations, it is understood by the parties to said agreement and these negotiations,

that said lands are the property of the State Board of Education and not owned by the Internal Improvement Fund, and are therefore not included in these negotiations.

Second: That in cases of lands being under cultivation and claimed by the citizens in tracts not exceeding 80 acres at the date of these negotiations, such tracts are hereby reserved from these negotiations for the benefit of such prior agreements.

Third: That a right of way 300 feet in width is hereby reserved through any parcel or part of said territory and lands embraced in these negotiations in such direction as the Trustees may direct, for the purpose of cutting and maintaining a canal through said territory from the Miami River.

Fourth. That all deeds executed by the Trustees of the Internal Improvement Fund in furtherance of and in concluding these negotiations shall contain the general reservation for canal rights of ways, as is contained in the usual standard printed form of deed issued by the Trustees of the Internal Improvement Fund prepared by the Attorney General of the State of Florida. And be it further

Resolved, That subject to the reservations, exceptions and modifications above set forth, and in accordance therewith, that the Trustees of the Internal Improvement Fund do hereby agree to execute good and sufficient deeds, conveying to the parties of the first part as named in said preliminary articles of agreement the following described lands to wit:

The north quarter and the south quarter of Township 51-38, 51-39, 52-38, 52-39 and 53-38. Three tiers of sections running either north and south or east and west, across Township 53-39. The west half of Township 54-39, Sections 6, 9 and west half of Sections 18, 19 and 30, in Township 53-41. Sections 1, 2, 11, 12, 13, 14, 23, 24, 27, 28, 33 and 34 in Township 53-40, Sections 3, 4, 9, 10, 15 in Township 50-40, aggregating 93,760.

For and in consideration of the premises, and the further sum of \$1.25 per acre for each and every acre of said lands lying west of the range line dividing ranges 39 and 40; and \$2.00 per acre for lands lying east of said range line, one-half of said purchase money to be paid upon the execution and delivery of a good and sufficient deed to said lands, to be placed in escrow as may be hereinafter agreed upon by the parties to said negotiations not later than the first day of June, A. D. 1908, the remainder to be paid one-fourth on December 31, 1908 and one-fourth on May 31, 1909, deferred payments not to draw interest.

Resolved Further, That it is understood by the parties to said negotiations, and it is the purpose of the Trustees of the Internal Improvement Fund to expend seventy-five per cent. of the proceeds of the sales of the lands embraced in these negotiations, in the building, construction, equipment and operation and maintenance of a canal to be hereafter located, beginning in the Miami River and extending into the Everglades, adjacent thereto, and in expenses incident to the management of the Fund and dredging operations in such proportions as the Trustees of the Internal Improvement Fund find it practicable to do, in the proper discharge of the duties and responsibilities incident to the management of said Fund, in accordance with law. Be it

Resolved Further, That W. S. Jennings, as acting agent of the Trustees of the Internal Improvement Fund be and he is hereby authorized and instructed to proceed to conclude these negotiations within an early date, in accordance with these resolutions and instructions and report progress to the end that immediate steps be taken to purchase material and provide for the immediate construction of a modern dredge, suitable for the work con-

templated, to be launched in the Miami River, in accordance with the purposes of these negotiations.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 8, 1908.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

It having been reported to the Trustees of the Internal Improvement Fund that various persons are trespassing upon lands owned by the State in and around the section along the coast known as Flamingo; it is hereby ordered by the Trustees that one Mr. John E. Douthitt be requested to post several notices on the premises being trespassed upon, advising all such trespassers that they will be prosecuted should they not at once desist from further trespass, and that they are hereby forbidden to cut or remove any timber or other material from any of the lands owned by the State of Florida and that the above named Mr. Douthitt is hereby authorized to report to the Prosecuting Attorney or the Grand Jury of the county wherein these lands are located that they may be legally handled for such trespass; and the Trustees do hereby appoint the said Mr. Douthitt as their agent and representative to protect any of the state lands from degradation by trespass.

The Commissioner of Agriculture is hereby directed to send a copy of this order to Mr. Douthitt.

The following account was presented and ordered paid:

The First National Bank of Tallahassee for Reed A. Bryan, Agent, pay-rolls for March, as follows: :

Everglades	\$880.59
Newman's expenses for survey.....	103.12
Okeechobee	902.48
Miscellaneous	798.00
Total	\$2,684.19

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., April 14, 1908

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

McCall & Small, payment for services in adjusting trespass committed by Hillman-Sutherland Company	\$500.00
W. A. Blount, Division Counsel, final settlement and adjustment with L. & N. R. R., balance...	287.37
I. N. Withers, salary and expenses as selecting agent of swamp lands.....	127.32
Reed A. Bryan, agent, miscellaneous expenses, repairs on dredges, etc., in redrainage.....	222.56
Stranahan & Company, supplies for dredges.....	389.05
Merrill-Stevens Company, material for dredges..	272.56

R. E. Rose, seed cane for experimental purposes. . . 34.05

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD.
 Secretary. Governor.

Tallahassee, Fla., April 27, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It appearing from the conditions now existing that it would be advisable to reopen negotiations in re amicable adjustment of the L. & N. and other land grants and that the same should be conducted by a discrete agent especially employed for that purpose. Therefore, be it

Resolved, That Hon. W. S. Jennings be and he is hereby employed as Special Agent of the Trustees to reopen negotiations with the L. & N. Railroad Company and others claiming land grants with the view of effecting an adjustment of such claims and that for the services so rendered (being entirely independent of legal services) by Hon. W. S. Jennings as Special Agent, he shall receive such reasonable compensation as may be hereafter agreed upon by the Trustees.

The Trustees then adjourned.

Attest: :

W. M. McINTOSH, JR., N. B. BROWARD
 Secretary. Governor.

Tallahassee, Fla, May 2, 1908

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

The Capital Publishing Company, printing for Trustees	\$3.50
The East Coast Railway Company, transportation charges for freight moved for Trustees..	258.56
T. Murphy Iron Works, material furnished and repairs made on dredges.....	223.77
Frank T. Budge, dynamite for dredging.....	162.90
J. W. Johnson, beef furnished for dredges.....	16.08
Savannah Morning News, lithographs for Trustees	9.00
Moore Brothers, photographic work for Trustees of drained lands in Everglades.....	9.60
J. E. Fultz, recording deed for Trustees.....	1.60
J. B. Wetherington, recording deed for Trustees	1.00
Reed A. Bryan, Agent, miscellaneous expenses of dredges for March, 1908.....	35.10
Jas. W. Johnson, beef for dredges.....	30.54
J. H. Lyne Foundry & Machine Company, iron work done on dredges, and material furnished	244.50
The H. & W. B. Drew Company, imperial tracery vellum for salesman't office.....	8.10
Featherstone Foundry & Machine Company, additional material and fittings for dredges...	1,036.11
Dade County Furniture Company, five cots for use of laborers.....	12.50
C. D. Leffler, groceries for use on dredges.....	78.73

W. M. Burdine, blankets, etc., fitting out survey party	15.80
Stranahan & Company, supplies for dredges, month of March.....	448.68
S. H. Weinges, recording deed for Trustees.....	.75
Merrill-Stevens Company, repairs on dredges, engine oil, bushings, etc.....	137.77
Frank Adams, refund on land erroneously conveyed	80.16

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., May 4, 1908

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General

B. E. McLin, Commissioner of Agriculture.

The account of I. N. Withers, salary and expenses as Selecting Agent for swamp lands was approved and ordered paid for \$158.45.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., May 11, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee for Reed A. Bryan,
Agent, pay rolls in re drainage as follows:

Everglades	\$832.58
Okeechobee	84.58
Miscellaneous	817.00
	<hr/>
Total	\$2,491.16

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., May 23, 1908.

The Trustees met in Executive Office.

Present:

- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner.

The following account was presented and ordered paid:

Capital City Bank of Tallahassee for Capital
Publishing Company, printing 1,000 copies of
land lists for Trustees.....\$116.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., May 28, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture of the State of Florida was authorized to sign a waiver of any claim by the State of Florida under the swamp land act of September 28, 1850, as represented by the lists filed in the office of the Commissioner of Agriculture by the Government Inspecting Agents May 25, 1908, and reported by them as such inspecting agents to be dry and not subject to patents to the State under said act of September 28, 1850.

Said agents so reporting and recommending to the United States Land Office.

The Trustees then adjourned.

Attest:

W. H. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., May 26, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

John A. Harp, having purchased in Deed No, 16113 the $S\frac{1}{2}$ of $S\frac{1}{2}$ of $Se\frac{1}{4}$, Sec. 35, T. 51 S, R. 41 E, while said tract

was unsurveyed and estimated at 40 acres, which the Trustees agreed to sell him at \$1.25 per acre, for the reason that his home and improvements were located thereon.

And since the survey of a part of said township by Mr. John W. Newman, under instructions of Trustees, it was discovered that the land upon which Mr. Harp's improvements were located should be described as "S $\frac{1}{2}$ of Lots 1 and 2," and not S $\frac{1}{2}$ of Se $\frac{1}{4}$ of Se $\frac{1}{2}$ of Sec. 35, said T. 51 S, R 41 E embracing 53.42 acres.

And Mr. Harp having returned his deed No. 16113 and remitted the additional amount, \$16.78 to purchase the excess in acres;

The Commissioner of Agriculture, Hon. B. E. McLin, is hereby directed to cancel Deed No. 16113 embracing S $\frac{1}{2}$ of Se $\frac{1}{4}$ of Se $\frac{1}{4}$, Sec. 35, T. 51 S, R 41 E, and issue new deed to Mr. John A. Harp embracing said S $\frac{1}{2}$ of Lots 1 and 2 of Sec. 35, said T. 51 S, R 41 E, applying the \$50.00 already in the hands of the Trustees remitted for Deed No. 16113 to the purchase of said S $\frac{1}{2}$ of Lots 1 and 2 Sec. 35.

Mr. E. A. Brewer having purchased in Deed No. 16107 the W $\frac{1}{2}$ of Sw $\frac{1}{4}$ of Sec. 25, T 51 S, R 41 E, while said tract was unsurveyed, and estimated at 80 acres, which the Trustees agreed to sell him at \$1.50 per acre, for the reason that his home and improvements were located thereon.

And since the survey of a part of said township by Mr. John W. Newman, under instructions of Trustees, it was discovered that the land upon which Mr. Brewer's improvements were located should be described as the Nw $\frac{1}{4}$ of Sw $\frac{1}{4}$ and Lot 4 of Sec. 25, T. 51 S, R. 41 E, embracing 92.12 acres and excess or additional area of 12.12 acres.

And Mr. Brewer having returned his Deed No. 16107 and remitted the additional amount, \$18.18 to purchase the excess in area:

The Commissioner of Agriculture, Hon. B. E. McLin, is hereby directed to cancel Deed No. 16107, embracing W $\frac{1}{2}$ of Sw $\frac{1}{4}$, Sec. 25, T. 61 S, R. 41 E and issue new deed to Mr.

E. A. Brewer embracing said $Nw\frac{1}{4}$ of $Sw\frac{1}{4}$ and Lot 4, Sec. 25, said T. 51 S R. 41 E, applying the \$120 already in the hands of the Trustees remitted for Deed No. 16107 to the purchase of said $Nw\frac{1}{4}$ of $Sw\frac{1}{4}$ and Lot 4 Sec. 25.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., May 28, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

After considering the recommendation of Messrs. McCall & Small, State Trespass Agents, it was agreed that the sum of \$225.00 will be accepted as settlement in full of all claims against the Dyal-Upchurch Company for trespass on the $Ne\frac{1}{4}$ of $Ne\frac{1}{4}$, Sec. 30, T 1 N. R. 21 E and Lot 1 of Section 23, T 2 N R. 20 E, and the Commissioner of Agriculture, Hon. B. E. McLin, was directed to notify Messrs. McCall & Small of the acceptance of their recommendation.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., May 29, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Messrs. McCall & Small's letter of the 18th inst., having been read and considered, in which was stated that they had collected from the Dyal-Upchurch Company \$225.00 as full settlement of trespass claims against them for trespass on Ne $\frac{1}{2}$ of Ne $\frac{1}{2}$ Section 30, T 1 N, R. 2 E, and Lot No. 1, Sec. 23 T 2 N R 20 E, and recommending that the settlement be accepted, the Commissioner of Agriculture, Hon. B. E. McLin, was directed to notify Messrs. McCall & Small that the settlement was approved.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., June 4, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of Hon. W. S. Jennings, General Counsel, for twenty-five hundred dollars, semi-annual payments of salary, was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor

Tallahassee, Fla., June 3, 1908.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The proposition of R. P. Davie and J. R. McKennie, of Colorado Springs, to purchase lands in the Everglades as part of the general negotiation pending between the Trustees of the Internal Improvement Fund and J. H. Tatum & Company, for the sale of approximately 100,000 acres of land in the Everglades was considered:

And it appearing to the Trustees that the proposition being a reasonable one, and to the best interests of the Internal Improvement Fund, considering the emergency necessities of the Fund for the further vigorous prosecution of the work of drainage and reclamation of the Everglades and the purchase of another dredge and equipment incident thereto; the Commissioner of Agriculture, Hon. B. E. McLin, was directed to issue deed to Hon. R. P. Davie, embracing 27,486.09 acres of land, the consideration to be \$2.00 per acre, to be paid as follows: \$18,320 on or before June 1, 1908, \$18,320 on or before January 1, 1909 and \$18,332.18 on or before June 1, 1909, said deferred payments not to draw interest; and that said deed be deposited in the Barnett National Bank until such payments have been made.

Resolved Further, That a good and sufficient lease and agreement be executed from the Trustees of the Internal Improvement Fund to R. P. Davie and J. P. McKennie, or either of them; for the period of five years, to sections 27 and 34, and the west half of sections 26 and 35 in T. 50 S, R. 41 E to be used for general farming and vegetable growing and the establishment of an experimental cane farm for the growth and production of sugar cane on a large scale for the purpose of establishing sugar mills, should the experiment prove satisfactory, which said deed shall include sections 27 and 34, and the west

half of sections 26 and 35, T. 50 S, R. 41 E, for and in consideration of the cutting of a canal the dimensions of which shall be determined upon and fixed by J. W. Newman, as Engineer of the Trustees of the Internal Improvement Fund, to be not less than twelve feet wide and three feet deep, with banks levelled for road purposes from the present south canal being excavated by the Trustees of the Internal Improvement Fund, extending through section thirty-five, T. 50 S, R. 41 E and part of section 2, T 51 S, R. 41 E, to a point in section 2 found most practicable by the Engineers of the Trustees of the Internal Improvement Fund to be placed in charge of the work for the purpose of drainage and reclaiming and making fit for cultivation the lands adjacent thereto and in the vicinity thereof.

Provided, That work on said canal shall be laid out and begun within thirty days from the delivery of said contract of sale, in accordance with these resolutions the entire cost of said canal works and leveling the banks for road purposes in accordance with provisions of said lease to be borne by Messrs. Davie and McKennie and their associates and prosecuted with all reasonable speed and diligence and, upon their failure to do so, said lease shall become null and void and the estate thereby granted shall cease and determine.

Resolved Further, That W. S. Jennings, Acting Agent of the Trustees of the Internal Improvement Fund be, and he is hereby empowered and instructed to notify the said R. P. Davie of the acceptance of said proposition as stated in these resolutions and in accordance therewith, and that upon receipt of notice of such negotiation the Commission of Agriculture is authorized to prepare the lease as referred to in these resolutions to the lands above described and in accordance therewith.

The following is a copy of the lease made to R. P. Davie, in accordance with the resolutions of the Trustees, dated

June 3, 1908, said lease being dated June 24, 1908, and is hereby ordered spread upon the minutes:

Articles of Agreement Made and entered into by and between the Trustees of the Internal Improvement Fund of the State of Florida, Parties of the First Part, and R. P. Davie and his Associates, Parties of the Second Part.

WITNESSETH:

That the parties of the first part, for and in consideration of the sum of one dollar (\$1.00) to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and in furtherance of the general negotiations pending between the parties hereto relating to the sale of a large acreage of land, in which this memorandum of agreement forms a part, have entered into and do enter into the following stipulations and agreements, to wit:

The said Trustees of the Internal Improvement Fund of the State of Florida hereby demise and lease unto the parties of the second part the following described lands, situated in Dade County, Florida, and more particularly described as follows, to wit: Sections 27 and 34 and the west half section twenty-six (26) and the west half of section thirty-five (35), all in township fifty (50) south of range forty-one (41) east.

For the term and period of five years from the date hereof, and said land so leased to be used for general farming and vegetable growing and the establishment of an experimental cane farm for the growth and production of sugar cane; and for the establishment of a sugar mill, at the option of the parties of the second part, should the experiment prove satisfactory for and in consideration of the necessary expenditures to be made by the parties of the second part in the cutting of a canal from the present South Canal being excavated by the Trustees of the Internal Improvement Fund, extending through

section thirty-five (35), township fifty (50) south, range forty-one (41) east, to a point in section two (2) found most practicable by the Engineer of the Trustees of the Internal Improvement Fund to be placed in charge of the work and who shall oversee the work and prescribe its course, width and depth, to be not less than 12 feet wide and three feet deep with the banks levelled for road purposes and at a cost approximating \$2,000.00.

It is further covenanted and agreed by the Trustees of the Internal Improvement Fund that R. P. Davie and his associates and successors, parties of the second part, shall have an option during the term of this lease to purchase the west one-half section twenty-six (26) the west one-half of section thirty-five (35) and all of sections twenty-seven (27) and thirty-four (34) in township fifty (50) south of range forty-one (41) east, at and for the sum of ten dollars per acre, in connection with the large area of other lands to be purchased in these negotiations; that upon the failure of the said parties of the second part to exercise said option and so purchase the above mentioned land during the existence of the lease and prior to the date of the expiration aforesaid, said option shall become forfeited, and of no further binding force and effect.

The parties of the first part further covenant and agree that the parties of the second part and their successors shall have permission to cut laterals, drains and canals, to be used for drainage and transportation purposes from their lands aforesaid into the canals now being cut by the Trustees of the Internal Improvement Fund under such reasonable regulations and control as the Trustees may from time to time establish and require.

The parties of the second part hereby covenant and agree to accept the conditions set forth in the above and foregoing lease and to construct a canal at their own proper cost and expense under the supervision and direction of the engineer of the Trustees of the Internal Improvement Fund, from the South Canal of the Trustees through sections thirty-five (35) and two (2), said canal

to be not less than 12 feet wide and three feet deep with the banks levelled for road purposes; and at a cost of approximately \$2,000 in payment of the rental or lease of said sections as herein set forth, said work to be begun immediately upon the delivery of these articles of agreement, and to be prosecuted diligently and with all reasonable speed to completion.

This indenture and these covenants shall be binding upon the parties hereto and their successors in office, and the heirs, executors and administrators of those executing this instrument in an individual capacity.

In witness whereof, the said parties of the first part and of the second part have hereunto set their hands and affixed their seals, the 24th day of June, A. D. 1908.

Approved:: R. P. DAVIE.

N. B. BROWARD, Governor (seal).

A. C. CROOM, Comptroller (seal).

W. V. KNOTT, Treasurer (seal).

Attorney General (seal).

B. E. McLIN, Commissioner of Agriculture (seal).

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., June 8, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It having been shown by certified statements of disin-

terested parties presented April 3, 1908, that Rev. H. S. Miller was an innocent purchaser of a tax title embracing the $Se\frac{1}{4}$ of $Nw\frac{1}{4}$ Section 13, T. 6 S., R. 18 E., Bradford County and that he has paid taxes on the tract ever since his purchase; and further, that the land is practically worthless, and is recommended by said disinterested parties to be worth not more than \$1.00 per acre, it was agreed to sell said $Ne\frac{1}{4}$ of $Nw\frac{1}{4}$, Sec. 13, T. 6 S., R. 18 E., embracing 40.10 acres to Rev. H. S. Miller at \$1.00 per acre.

The deed made by the Louisville & Nashville Railroad Company to the Trustees of the Internal Improvement Fund under date of March 12, 1908, was ordered spread upon the minutes, and is in words and figures as follows:

Know all Men by these Presents, That the Louisville & Nashville Railroad Company, a corporation of the State of Kentucky, for and in consideration of the sum of one dollar (\$1.00) to it in hand paid, and other considerations, in hereunto moving, remises, releases and quit-claims unto the Trustees of the Internal Improvement Fund of the State of Florida, the following described lands lying and being in the County of Lee, in the State of Florida, to wit:

	Sec.	T.	R.	Acres.
$S\frac{1}{2}$ of $S\frac{1}{2}$	3	51	26	160.00
Lots 2 and 6 of Sec. 7, $Se\frac{1}{4}$ of Sec. 8, Lot 6 of Sec. 9, Lot 9 of Sec. 10, Lots 6, 7, 8, 9 of Sec. 14, $Se\frac{1}{4}$ of Sec. 17, Lot 1 of Sec. 20 Lot 4 of Sec. 21, Lots 1 and 2 of Sec. 23 and Lot 7 of Sec. 34, 5.85 acres		52	26	782.77
$W\frac{1}{2}$ of $Se\frac{1}{4}$ and $Sw\frac{1}{4}$ of Sec. 2, $S\frac{1}{2}$ of $Sw\frac{1}{4}$ of Sec. 4, $E\frac{1}{2}$ and $S\frac{1}{2}$ of $Nw\frac{1}{4}$ of Sec. 8, $Nw\frac{1}{4}$ of $Ne\frac{1}{4}$ $S\frac{1}{2}$ of $Ne\frac{1}{4}$ and $S\frac{1}{2}$ of Sec. 10, $E\frac{1}{2}$ of $Nw\frac{1}{4}$ of Sec. 12, $S\frac{1}{2}$ of $Ne\frac{1}{4}$ of Sec. 14, $N\frac{1}{2}$ of $Ne\frac{1}{4}$ of $Ne\frac{1}{4}$ $E\frac{1}{2}$ of				

Nw $\frac{1}{4}$	36	44	27	1,600.00
S $\frac{1}{2}$ of N $\frac{1}{2}$, Se $\frac{1}{4}$, N $\frac{1}{2}$ of Sw $\frac{1}{4}$, Se $\frac{1}{4}$ of Sw $\frac{1}{4}$ of Sec. 4, Lots 1, 2, 3, 4, 5, 6, 7, S $\frac{1}{2}$ of Ne $\frac{1}{4}$, Se $\frac{1}{4}$ of Nw $\frac{1}{4}$, S $\frac{1}{2}$ of Se $\frac{1}{4}$, Ne $\frac{1}{4}$ of Sw $\frac{1}{4}$ of Sec. 6, E $\frac{1}{2}$ of W $\frac{1}{2}$ Sw $\frac{1}{4}$ of Sw $\frac{1}{4}$ of Sec. 8..	45	27		1,475.58
All of Sec. 2, all except Sw $\frac{1}{4}$ of Sw $\frac{1}{4}$ of Sec. 4, all secs. 6 and 8, Nw $\frac{1}{4}$ of Ne $\frac{1}{4}$, Ne $\frac{1}{4}$ of Nw $\frac{1}{4}$ of Sec. 10, Nw $\frac{1}{4}$ of Nw $\frac{1}{4}$ of Sec. 12, all Sec. 18, Nw $\frac{1}{4}$ of Nw $\frac{1}{4}$ of Sec. 20, Nw $\frac{1}{4}$ of Sec. 26, S $\frac{1}{2}$ of Sw $\frac{1}{4}$ of Sec. 30.....	43	28		3,560.58
W $\frac{1}{2}$ and Se $\frac{1}{4}$ of Sec. 8 and S $\frac{1}{2}$ Sec. 18	44	28		799.96
Ne $\frac{1}{4}$ of Sec. 12	43	29		160.00
Ne $\frac{1}{4}$ of Sec. 4, W $\frac{1}{2}$ of Sec. 6.....	44	29		456.44
All Sec. 20, S $\frac{1}{2}$ of Sec. 22, W $\frac{1}{2}$ of Sec. 26, all sections 28 and 34..	45	29		2,560.00
Nw $\frac{1}{4}$ of Ne $\frac{1}{4}$, S $\frac{1}{2}$ of Ne $\frac{1}{4}$, W $\frac{1}{2}$ and and Nw $\frac{1}{4}$ of Se $\frac{1}{4}$ of Sec. 32.....	46	29		480.00
containing ——— acres, estimated, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.				

In witness whereof, the Louisville & Nashville Railroad Company, by the direction of the Board of Trustees, has caused its president to sign its name, and its seal to be affixed this 12th day of March, A. D. 1908.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,

By M. H. Smith, President.

(Seal.) Signed, sealed and delivered in the presence of Milton Smith, E. S. Locke.

Attest: W. H. Bruce,

Asst. Secretary.

State of Kentucky, County of Jefferson:

Before the subscribed, duly qualified commission and

acting notary public, personally appeared M. H. Smith, known to me to be the individual described by that name and who executed the foregoing instrument, and acknowledged and declared that he, as President of the Louisville & Nashville Railroad Company, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 12th day of March, A. D. 1908.

G. W. B. OLMSTEAD,
Notary Public.

Seal)

My commission expires January 29, 1910.

The following accounts were ordered paid:

First Nat. Bank of Tallahassee, for Reed A. Bryan, Agent, pay-rolls in re drainage, as follows: Okeechobee \$984.59; Everglades \$828.75; miscellaneous \$781.33.....	\$2,594.68
I. N. Withers, salary and expenses as selecting agent of swamp lands.....	130.85

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., June 22, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

After considering the application and offer of W. W.

Taylor for the Se $\frac{1}{4}$ of Sw $\frac{1}{4}$, Sec. 21, T 28 S, R 26 E, and the statements of disinterested parties as to the character of the land, which statements say that the forty is principally covered with water and that the few acres not covered with water have nothing growing upon them except scrub palmetto, and that the tract is wanted by Mr. Taylor simply to clear it so as to improve the view from his home to the lake, the Trustees agreed to sell the above land for \$25.00, the amount offered by Mr. Taylor.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor

Tallahassee, Fla., June 26, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

P. N. Bryan & Sons, wood furnished for dredges..	\$832.00
Frank T. Budge, bushings and fittings for dredges.	1.60
Jas. W. Johnson, beef for use on dredges.....	50.76
Merrill-Stevens Company, suction pipe, steam hose, etc. for dredges.....	403.18
Reed A. Bryan, Agent, expense acct. in re drainage for month of May, 1908.....	113.55
The C. H. Lyne Foundry & Machine Co., making steel shaft	16.75
T. Murphy Iron Works, repairs on dredges.....	47.90

W. H. Hendry, recording deed for Trustees.....	1.10
The H. & W. B. Drew Company, vellum, seals, tracing paper, etc. for Salesman's office.....	11.50
Stranahan & Co., supplies for dredges.....	994.58
N. B. Broward, expense two trips to and from Ft. Lauderdale to inspect drainage operations.....	127.03
W. V. Knott, expenses to and from Ft. Lauderdale to inspect drainage operations.....	53.10
B. E. McLin, expenses trip to Ft. Lauderdale to inspect drainage	56.55
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., July 1, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

After considering the application and statements of R. G. Haskins and the statements of two disinterested parties relating to the character of the Ne $\frac{1}{4}$ of Sw $\frac{1}{4}$ Sec. 21, T 28 S, R. 26 E, Polk County, Florida, which statements say that said tract is nearly all the year covered with water, with the exception of four or five acres, and that only saw palmetto grows upon this and that the tract is desired only for pasturage, the Trustees agreed to accept the offer of \$25.00 for the forty acres made by R. G. Haskins, and the Commissioner of Agriculture, Hon. B. E. McLin, was

directed to issue deed to above land when the purchase money was received.

The following report from Messrs. McCall & Small, Trespass Agents, was received and ordered spread upon the minutes:

“Lake City, Florida, June 30, 1908.

*Trustees Internal Improvement Fund,
Tallahassee, Florida.*

Gentlemen:

We have nothing to report in the way of collections for June, 1908. We have a number of these trespass claims on hand, but the people in general seem so hard pressed for funds we have been unable to realize anything lately.

Very respectfully,

McCALL & SMALL,
State Trespass Agents.

State of Florida, Columbia County:

Before me personally came A. B. Small, who being duly sworn says that the foregoing statement is true.

Sworn to and subscribed before me at Lake City, in said County and State, on this, the 30th day of June, 1908.

ALICE EZELLE.

(Seal) Notary Public, State of Florida at Large.
My commission expires July 8, 1911.

State of Florida, Hamilton County.

Before me personally came I. J. McCall, who being duly sworn, says that the foregoing statements are true.

I. J. McCALL,

Sworn to and subscribed before me on this the _____ day of July, 1908.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., July 3, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

United States Inspecting Agent, Hon. F. Hoisington, while examining selections of swamp lands in the field, and Hon. I. N. Withers, State Agent, assisting in such examinations, having filed written as well as having made verbal reports as to the vacant State swamp lands in Tp. 61 S, Rgs. 33 and 34 E, on the mainland; that is, that said reports show these lands to be too low for successful drainage, except by diking, and that only small tracts in said area have any intrinsic value; and it being further shown that settlers had entered upon and selected the best pieces of land in these townships for settlement and cultivation; and the Trustees having conveyed to these settlers the amount in their claims, it was considered by the Trustees that the sum of \$5,000.00 offered for the vacant lands in said townships by Mr. J. C. Thompson, was a fair and reasonable price. The Trustees being advised that Mr. Thompson and those associated with him would be at a very great expense in order to make the lands of any financial value, and if they were to so improve the same it would be an advantage to that section of the State, the lands being of little or no value without such expenditure and improvement; the Commissioner of Agriculture, Hon. B. E. McLin, was therefore ordered to prepare deed of conveyance embracing said lands, for the consideration of \$5,000.00, the acreage being 9,451.67 acres, estimated.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., July 13, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

After considering the statement of Mr. Seth Woodruff as to the character of the unsurveyed part of Sec 30, T. 19 S, R. 32 E, that said land is unfit for anything except pasturage, that he desires the land in order to fence across it to enclose his pasture, that other lands adjacent have been recently sold at 60 cents per acre, that he owns all the surrounding land; the Trustees accepted the offer of \$1.00 per acre for the 60 acres, estimated, in said section, and the Commissioner of Agriculture was directed to issue deed to Mr. Seth Woodruff when the purchase money was tendered.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., July 14, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- W. H. Ellis, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Trustees approved and ordered the following accounts paid:

Reed A. Bryan, Agent, expense account in re drainage for month of June.....	\$ 301.00
John W. Newman, salary as engineer of drainage	150.00
First National Bank of Tallahassee, for Reed A. Bryan, Agent, pay-roll in re drainage.....	2,673.18

The Trustees then adjourned.

Attest: N. B. BROWARD,
Governor.
 W. M. McINTOSH, Jr.,
Secretary.

Tallahassee, Fla., July 15, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

The following report was ordered spread upon the minutes:

“Lake City, Florida, June 3, 1908.

Honorable Trustees I. I. Fund,
Tallahassee, Florida.

Gentlemen:

We have the honor to report that during the month of May, 1908, we succeeded in bringing to a settlement negotiations which had been pending some time with Dyal-Upchurch Company in regard to trespass some ten years ago upon the Ne $\frac{1}{4}$ of Ne $\frac{1}{4}$, Section 30, Township 1 N., Range 21 East, and Lot No. 1, Section 23, Township 2 N., Range 20 East, Baker County, for which they have paid us as in full settlement of the trespass by cutting the saw-

mill timber upon the said two tracts, the sum of two hundred and twenty-five dollars. This has previously been specially reported to you, and the transaction approved. We are handing you with this report our check on State Exchange Bank, Lake City, Fla., for one hundred and twelve dollars and fifty cents, being one-half of the collection.

We have no further collections to report for the last month, but have various negotiations of this sort now pending undetermined.

Respectfully,

McCALL & SMALL,
State Trespass Agents.

State of Florida, Columbia County.

A. B. Small, being duly sworn, says that the foregoing report is true.

A. B. SMALL.

Sworn to and subscribed before me, at Lake Coity, in said State and County, on this, the 3d day of June, 1908.

ALICE EZELLE,

(Seal) Notary Public State of Florida at Large.

My commission expires July 9, 1901.

State of Florida, County of Hamilton.

Before me came I. J. McCall, who being duly sworn, says that the foregoing report is true.

I. J. McCALL.

Sworn to and subscribed before me, at Jasper, in said county, on this, the 14th day of June, 1908.

J. T. CRAWLEY,

(Seal) Notary Public State of Florida.

My commission expires April 13, 1911."

The Trustees then adjourned.

Attest:

N. B. BROWARD

W. M. McINTOSH, JR.,

Governor.

Secretary.

Tallahassee, Fla., August 1, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

Florida East Coast Railway Company freight moved during month of May, 1908.....	\$341.55
John McDougall, stationery for salesman's office	106.26
Gilmore & Davis Company, two bookcases to hold Trustees' records	50.00
Frank T. Budge, kitchenware to use on dredges..	7.10
Stanahan & Co., supplies for dredges.....	507.04
Merrill-Stevens Co., fixtures and repairs for dredges	144.99
G. S. Baxter & Co., fixtures for Dredge Okeechobee	300.00
Geo. E. Chase & Co., plough steel rope for dredge..	374.40
C. D. Leffler, supplies for dredges.....	171.31
Reed A. Bryan, expense acct. for June, 1908.....	155.09
Jas. W. Johnson, meat supplied for dredges.....	85.36
P. N. Bryan & Son, wood for dredges.....	938.00
A. A. Stewart, recording deed for Trustees.....	6.05
Miami Furniture Co., one cot for use on dredge...	3.00
C. H. Lynde Foundry & Machine Co., iron work for dredges	114.75

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor

Tallahassee, Fla., August 4, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was unanimously adopted:

Resolved, that it is the established policy of the Trustees to place one modern dredge in the Caloosahatchee River and one in the Miami River for the purpose of facilitating the drainage operations inaugurated by the Trustees, and it is the purpose of the Trustees to sell at a price, satisfactory to the Trustees, such land as is necessary to procure and operate the dredges aforesaid. The further policy of the Trustees is to place one modern dredge in Lake Okeechobee, at the earliest practicable time so as to hasten the accomplishment of the whole drainage scheme.

The proposed articles of agreement between Wallter R. Comfort and the Trustees of the Internal Improvement Fund of the State of Florida prepared and presented at the instance of Mr. Comfort under date of August 1, 1908, for the consideration of the Trustees of the Internal Improvement Fund relating to the purchase of 22,880 acres of land as therein described situated in Dade County, Florida, in township 53 S, ranges 39, 40 and 41, T. 54 S, R. 39 and 40, at the prices and under the conditions and stipulations therein set forth which was further considered by the Trustees and not being found acceptable by them, It was

Resolved, That the proposition contained in said articles of agreement and presented on behalf of Walter R. Comfort, aforesaid, relating to the purchase of certain lands above referred to, upon the conditions and stipulations therein provided, is not acceptable to the Trustees

of the Internal Improvement Fund, and the same is hereby declined.

It is further resolved that a counter proposition be submitted to Mr. Comfort in accordance with the former preliminary articles of agreement entered into by and between W. S. Jennings, Agent for the Trustees, and Walter R. Comfort, for 21,480 acres of the 22,880 acres described in said articles of agreement, presented on behalf of Walter R. Comfort under date of August 1, 1908, eliminating from said former descriptions alternate proportions in widths of sections abutting the proposed canal and lying south, of even width one mile and a quarter deep, and otherwise eliminating from said contract certain requirements relating to the cutting of the proposed canal, its route, reservation for canal right of way, more particularly set forth in proposed articles of agreement having been prepared at the instance of and considered by the Trustees of the Internal Improvement Fund, and copy of which is to be furnished Mr. Comfort by the agent of the Trustees.

It is further resolved, that if the proposed articles of agreement are not found satisfactory and acceptable to Mr. Comfort within ten days after the receipt of the copy thereof, that all said negotiations shall be considered ended and all preliminary articles of agreement entered into by the parties to said negotiations shall be considered forfeited and of no further binding force and effect.

It is further resolved, that Mr. Comfort's check, payable to the order of the Trustees of the Internal Improvement Fund, under date of August 1, 1908, for one-fourth of the purchase money of the proposed purchase, as evidenced by the former proposed contract, be returned to the said Walter R. Comfort, with a copy of these resolutions.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., August 5, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

Application for an extension of time on the former contract entered into between W. S. Jennings, Acting Agent for the Trustees of the Internal Improvement Fund of the State of Florida and Walter R. Comfort, Channing Sweet and their associates, relating to the sale and general negotiations embracing approximately 100,000 acres in Dade County, as therein described for and on behalf of J. H. Tatum & Co., and their associates representing the lands in said negotiations not particularly described and set forth in the negotiations under date of August 1, 1908, of Walter R. Comfort, it was

Resolved, That an extension of time be granted to said J. H. Tatum & Company and their associates, to conclude said negotiations in accordance with said preliminary articles of agreement on or before the first day of November, 1908.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., August 7, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

The following account was approved and ordered paid:
 First Nat. Bank of Tallahassee, for Reed A.

Bryan, Agent, pay-roll in re drainage operations\$2,564.31

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor

Tallahassee, Fla., August 12, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

It was resolved that Mr. Newman be instructed to continue digging the North Canal on the present line, in the direction of Pine Island, with the Dredge Everglades, after he has built a dam close behind the dredge, and that the canal be dug 60 feet wide and 8 feet deep, until he has further instructions, and that Mr. Reed A. Bryan be instructed that as soon as Mr. Newman has completed the dam behind the dredge Everglades, that Mr. Bryan shall dig out so much of the present rock dam in the North Canal as will lower the water in the canal 3 feet below its present elevation, that the lands may become cultivatable, and it is further ordered that the two lighters built last Fall and owned by Mr. R. A. Bryan be purchased at the price of \$150 each, and that one of them be placed in the North Canal, between the two dams referred to, and be used to carry supplies, and that the other one be placed above the proposed dam, in the South Canal, that is to be built behind the dredge Okee-

chobee, it to be used in supplying the dredge Okeechobee with materials.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor

Tallahassee, Fla., August 17, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

Governor Broward made full report to the Trustees, relating to conferences held with representatives of the Tampa Foundry & Machine Company of Tampa, Florida, and submitted a written proposal under date of August 17, 1908, to build steel dredge hull 42 feet by 100 ft. by 7 ft. by 5 ft. 6 in., with wood deck and house, and erect $4\frac{1}{2}$ cu. yd. Marion Dipper machinery complete at Tampa, as specified in specifications accompanying said proposal, the said specifications having been considered by the Trustees in detail, together with the prices, terms and conditions of the proposition, the price being stated in said specifications to build and house the hull and erect machinery, as therein specified, for and in consideration of the sum of \$22,000 to be paid in four equal payments as therein stated.

2. The second proposition of the Tampa Foundry & Machine Company to build an additional steel dredge hull 40 ft. by 80 ft. by 7 ft. by 5 ft. 6 inches for a complete $2\frac{1}{2}$ cu. yd. dipper dredge, to be used near Miami, Florida, according to specifications submitted with said proposal, which were carefully considered in detail, all to be erected and tested first class in all details, at Fort

Lauderdale, Florida, at and for the price of \$18,000.00 to be paid for as set forth in said specifications.

3. The order, contract or agreement, prepared and made between the Trustees of the Internal Improvement Fund of the State of Florida and the Marion Steam Shovel Company, a corporation with its principal office at Marion, Marion County, Ohio, under date of July 1, 1908, relating to the order for the construction of two 4½ yd. dipper dredges as per specifications attached, dated July 1, 1908, said machinery when well mounted and properly operated to have capacity in ordinary material and circumstances at the rate of 1600-3200 cubic yards in ten hours, the details of said machinery and construction being set out at length in said specifications which have been carefully considered, the company to furnish said machinery and perform the covenants and conditions of said contract in accordance with the specifications and provisions thereof at the times as therein specified, and for and in consideration of the sum of \$19,940 payable as specified in said contract for each complete set of the machinery as specified.

The Trustees having fully considered these proposals and specifications and the prices and bids therefor, having sought prices and information from other dredge construction companies, and these proposals, bids and prices being the most advantageous, the Trustees having heretofore determined to have constructed with the least possible delay two such modern dredges, it being the judgment of the Trustees that it is both advantageous to the Internal Improvement Fund to vigorously prosecute the work of drainage and reclamation of the swamp and overflowed lands and having fully considered the propositions submitted as aforesaid,

Whereupon, Hon. A. C. Croom, Comptroller, moved that Trustees proceed to order two modern dredges to be installed with the least possible delay in furtherance of the work of draining and reclaiming the swamp and overflowed lands, which motion was seconded by Hon. B. E.

McLin, Commissioner of Agriculture, and unanimously adopted, and it was then

Resolved, That Gov. N. B. Broward, as President of the Internal Improvement Fund, be and he is hereby authorized, empowered and directed to proceed with the negotiations for settlement of the details of the plans and specifications of the two dredges identified and referred to by the specifications of the Tampa Foundry & Machine Company under date of August 17, 1908, and of the Marion Steam Shovel Company, of Marion, Ohio, under date of July 1, 1908, provided that if it is deemed best in the further consideration of the details with authority to modify the contract and specifications for one dredge to be of smaller capacity, suitable for a 2½ yd. dipper dredge under specifications and prices proportionate to such reduction in size of the dipper and dredge, if, upon final consideration it is deemed best to change the dimensions as aforesaid.

And, Resolved further, that upon the completion of said proposals and specifications and the preparation of proper contracts for the construction, erection and installing of said dredges, that Governor N. B. Broward, as President of the Trustees of the Internal Improvement Fund as aforesaid, be and he is hereby authorized and empowered to enter into said contract and to submit same to the Trustees for their signatures.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD.

Governor.

Tallahassee, Fla., August 20, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

After considering the application of Mr. M. H. Lewis, of Ft. Meade, Fla., for the Ne $\frac{1}{4}$ of the Se $\frac{1}{4}$ of Section 26, Tp. 31 S, R. 25 E, Polk County, containing 39.97 acres, the Trustees agreed to accept his offer of \$100.00 for said tract of land and the Commissioner of Agriculture, Hon. B. E. McLin, was directed to issue deed to the above land when the purchase money was received.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., August 20, 1908.

3:30 P. M.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

The Governor reported on the matter of specifications, contract and proposal for the construction of two modern dredges as authorized, which are approved and signed by the Trustees of the Internal Improvement Fund of the State of Florida, and are in words and figures as follows:

“This article of agreement made at Marion, Ohio, by and between the Marion Steam Shovel Company, a corporation with its principal office at Marion, Marion County, Ohio, party of the first part, and the Trustees of the Internal Improvement Fund of the State of Florida, Tallahassee, Florida, party of the second part,

Witnesseth: That said party of the first part, for the consideration and upon the conditions written herein,

agrees to ship to the party of of the second part on or about 8 to 10 weeks from order the following described machinery to wit:

Machinery complete, including crane, dipper handle and all forgings to complete one (1) $4\frac{1}{2}$ yard dipper dredge as per specifications attached dated Aug. 17th, 1908. Said machinery when well mounted and properly operated to have a capacity in ordinary fair material and circumstances, at the rate of 1600-3200 cubic yards in ten hours, to excavate a depth of twenty feet below the surface of water, dump at a height of 22 to 26 feet above the surface of the water, and to deposit material on either side at a distance of 51 to 60 feet from the center of the machine to the center of the dump.

The party of the second part agrees to furnish a hull frame and woodwork complete, suitable for the above named machinery; also all lumber and all labor to complete said machine. Said hull shall be 100 feet long, width at top 38 feet; width at bottom 38 feet; depth of hull app. 8 feet. Said machine to be equipped with vertical spuds.

The party of the second part agrees to avoid all unnecessary delay in their part of the construction of said machine and to lend all necessary friendly assistance in completing, starting and operating said machine.

The party of the second part to have a trial of fifteen consecutive days within sixty days after the completion of said machine, and if not then had, all right to such trial is waived and the party of the second part shall settle for said machinery as though such trial was had.

The party of the first part agrees to furnish one skilled man to help operate and superintend the operation of said machinery during 15 days' trial, free of charge, the commencement of which trial shall date from the completion of said machine, but in no event shall the time of said trial extend beyond the time of settlement as herein fixed.

The party of the second part can have a further trial

of 15 days by employing the above named man during said trial after first trial of fifteen days at the rate of _____ per month but such time shall not extend beyond the time hereinbefore fixed for settlement.

Party of the second part agrees to furnish all necessary help and supplies. If, on trial, said machinery proves as represented, or if trial is not had because of failure of said second party, said party of the second part shall settle and pay for said machine as herein stipulated; but if on said trial said machinery does not prove to be as represented, it shall be held subject to the warranty below.

Party of the first part will furnish, without charge, services of a man for not to exceed thirty days, to superintend placing of machinery in hull. (Above delivery is contingent upon order being placed within three weeks from date written below.)

In consideration of the foregoing covenants and agreements made by the party of the first part, the party of the second part hereby agrees to pay all freight and transportation charges and the cost and expense of the trial herein provided for (except for the man provided by the party of the first part as before stated) and to do all hauling from the cars to where said machine is to be built, and that it will accept said machinery, and pay the Marion Steam Shovel Company, the party of the first part, at the expiration of the above named time, the sum of nineteen thousand nine hundred and forty (\$19,940) dollars as follows:

Seven thousand dollars cash four weeks from order, \$7,000 cash when machinery is ready for shipment, and the balance, \$5,940.00 at expiration of above said trial, for a complete set of machinery specified.

All agreements are contingent upon strikes, accidents, delays of carriers and any other delays which are unavoidable or beyond our reasonable control.

WARRANTY.

The Marion Steam Shovel Company, party of the first

part, warrants the above described machinery to be made of good material and in good, workmanlike manner, and if properly handled and taken care of, it will perform the work above specified. If said machinery, after a reasonable length of time and fair trial, will not perform the work above named and specified, the said machinery is to be held subject to the order of the Marion Steam Shovel Company, and to be taken away at its expense, and money which has been paid for freight by the party of the second part, refunded; which payment shall be the only liability of the party of the first part.

It is expressly agreed that the above described machinery and property shall be and remain the property, and subject to the order of the party of the first part, until paid for in full, and that if promissory notes are given for the purchase money, or any part thereof, that the giving of the same, or any part payment thereon shall not divert the title of the party of the first part until said promissory notes and said purchase money are paid in full. Nor shall any payment on account, and the receipt thereof, divert such title until the whole purchase price is fully paid and all payments less than the whole sum shall be considered as being for the rent of such machinery and for damages thereto by wear.

It is further agreed that if the payments provided for herein are not made at the times, and as agreed herein, and if any of said payments are not made as so agreed, that then all of the purchase price remaining unpaid shall at once become due and payable, and that the party of the first part may take possession of said machinery and hull and upon ten days' notice to party of the second part, sell the same at public or private sale for cash and the price obtained therefor shall be the agreed value thereof, and shall be applied to the payment of the balance of the purchase money due the party of the first part. If the proceeds of said sale be more than sufficient to pay the unpaid purchase money and the expenses of such sale, the excess shall be turned over to the party of the second

part, but if insufficient, the said party of the second part shall be and remain liable for such unpaid balance to the party of the first part.

It is further agreed that the party of the second part shall insure at own expense all of the above described property in the sum of — dollars for the benefit of the party of the first part, in one or more solvent insurance companies, and continue the said insurance in force until said property is fully paid for, the loss to be made payable to said party of the first part as its interests may appear, and said policy or policies shall be held by the party of the first part during the continuance of this contract. In case of failure of said party of the second part to so insure, the party of the first part may effect such insurance and the cost thereof shall be a lien upon the said property and collected in the same manner as the purchase money, as provided herein.

It is further agreed that this instrument evidences the whole agreement of said parties and nothing can be added to or taken away by parole.

Dated this seventeenth day of August, 1908.

The MARION STEAM SHOVEL CO.,

E. D. PACKARD, Traveling Salesman.

N. B. BROWARD, Governor.

A. C. CROOM, Comptroller.

B. E. McLIN, Commissioner of Agriculture.

Trustees Internal Improvement Fund of Florida.

The Marion Steam Shovel Company, Marion, O., Aug. 17, 1908. Brief specifications of 4½-yard dredge, with sixty-foot boom and vertical spuds.

Boom and Vertical Spuds.

Length of boom.....	60 feet
Reach center of machine to center of dump	51 to 60 feet
Dig below surface of water.....	20 feet
Dump above surface of water.....	22 to 20 feet
Size of dipper.....	4½ cubic yards

Capacity 10 hours' steady running..	1600 to 3200 yards
Length of hull.....	100 feet
Width of hull.....	30 feet
Depth of hull.....	8 feet approx
Draft forward	4 feet approx

Hoisting and Backing Machinery.

Hoisting engines, double.....	12"x16"
Hoisting drum grooved for cable...	38" diam
Hoisting friction	Outside band type set by steam ram
Backing drum grooved for cable....	26" diam
Backing friction	Outside band type set by steam ram
Engine shaft, hammered steel.....	5½" diam
Backing drum shaft hammered steel.	6" diam
Hoisting drum shaft, hammered steel	7" diam
Hoisting shaft, gear steel.....	79" diam
Backing shaft, gear steel.....	65" diam
Engine pinion	cast steel

This machinery is mounted on a substantial steel frame built up of 24-inch I beams and will be located on deck. Hoisting throttle is balanced piston type with lowering control.

Swinging Machinery.

Swinging engines, double.....	9"x9"
Reverse and throttle.....	Central piston valve balanced
Crank shaft, forged steel.....	4" diam
Engine pinion	cast steel
Intermediate shaft, hammered steel.	4 5-8" diam
Intermediate pinion	cast steel
Intermediate gear	cast steel
Swinging drum, grooved for cable..	24" diam
Swinging drum shaft, hammered steel	5¼" diam

Spud Hoist Machinery.

Forward spud drums, compound geared, grooved for cable.....	23" diam
Spud frictions	inside expanding type
Friction shaft	driven from engine shaft
Drum shafts	4 3-8" diam
Aft spud drum, plain barrel.....	mounted on friction shaft

Spuds 30"x30" to be furnished by purchaser.

Capstans and Deck Equipment.

Vertical Capstans will be furnished and will be power driven from bevel gears on spud drum shaft. Bitts and cleats will be furnished.

Swinging Circle.

Swinging circle at foot of boom....	steel plate construction
Diameter of swinging circle.....	21 feet
Swinging circle journal, cast steel.	4½ feet diam
A frame of steel construction will be furnished.	

Boom.

Length of boom.....	60 feet
Boom construction	all steel
End castings	cast steel
Spread of boom at foot.....	4 feet 9 inches
Spread of boom at point.....	12 inches
Shipper shaft, hammered steel.....	6 inches diam
Brake wheels	60 inches diam

Yoke Block.

Yoke block	fitted with rollers
Yoke bolts	3 inches diam., iron
Bearing in block for shipper shaft..	brass bushed

Dipper Handle.

Dipper handle construction.....best fir

Dipper handle socket casting.....cast steel

Dipper handle is protected by steel liners and has 7"x 1" top and bottom plates of steel and is equipped with steel rack which is through bolted to handle. Size of handle 19"x21"x44 feet.

(Dipper handle length to be increased for extra reach depositing spoil if thought practicable to do so.)

Dipper.

Size of dipper.....4½ cubic yards

Dipper shell3-4 inches thick

Dipper mouth piece (placed inside) .1 3-8 inches thick steel

Dipper front fully protected by....two wearing plates

Cutting lip of Hardtuf steel will be furnished instead of teeth.

Rock dipper. One extra dipper, 2½ yard size (4½-yard strength) will be furnished. This dipper will be equipped with four teeth.

Boiler.

Boiler will be of Scottish type, water back, duplicate size and type of that furnished on Florida State Dredge "Everglades." Boiler will be fed by a duplex pump.

Feed Water Heater.

Feed water heater will be of open type—250 H.-P. size with 6" oil separator. Suitable piping will be furnished.

An injector connected with cold water supply will also be furnished.

Cables and Sheaves.

Hoisting cable1 3-8 in. diam

Hoisting cable sheaves......66" diam (steel)

Swinging cable1 3-8" diam

Backing cable1" diam

Backing cable sheaves......66" diam

Forward spud cable......1" diam

Aft spud cable......3-4" diam

IN GENERAL.

Machinery is trimmed with pressure cups for hard oil and lubricators of latest and best pattern. Liberal bearing surfaces are provided and lost motion is easily eliminated; all drums, sheaves, etc., are brass bushed and simple adjustments for taking up wear have been provided for throughout. All gears, pinions and racks are of cast steel. All important shafts are of hammered steel.

Drawings and plans will be furnished for the dredge hull and all woodwork and machinery will be laid out in accordance with them.

If steel hull is furnished by the purchaser for this machinery, we will be pleased to co-operate with the designers and builders of same by furnishing plans showing location of all machinery listed in these specifications.

Electric Light Outfit.

The electric light outfit will be of direct connected type and have capacity for 25-32 C. P. incandescent lights.

Lamps, wire, insulation and wrenches will be furnished for same. Also steam piping.

Auxilliary Boiler.

An auxiliary boiler of sufficient capacity to operate the boiler feed pump when cleaning large boiler or to operate electric light engine independently will be furnished; also piping connections to pump.

Tools and Supplies.

A large complement of tools, including large portable forge, steel anvil, chain and rivet tongs and countersinks; socket, fork, packing, monkey and pipe wrenches; hammer, cold chisels, files and oil cans; fire tools and supplies, including rivets, bolts, cotters, gaskets, packing, water and oil glasses, and waste to be furnished with this machinery.

*Memorandum of Prices Covering Mchy. Complete for
One (1) 4½ Yd. Dredge for Board of Internal
Improvement Fund.*

Tallahassee, Fla., August 17, 1908.

Machinery as per standard specification.....	\$16,000.00
Extra for Kingford Boiler.....	1,211.00
“ “ Steel A. frame.....	750.00
“ “ Power capstans, butts, etc.....	300.00
“ “ Extra 2½ yd. rock dipper.....	300.00
“ “ Electric light outfit.....	450.00
“ “ Feed water heater.....	300.00
“ “ Auxiliary boiler.....	300.00
	\$19,941.00

E. D. PACKARD.

ORDER CONTRACT.

This article of agreement made at Marion, Ohio, by and between the Marion Steam Shovel Company, a corporation, with its principal office at Marion County, Ohio, party of the first part, and the Trustees of the Internal Improvement Fund of the State of Florida, Tallahassee, Florida, party of the second part,

WITNESSETH: That said party of the first part for the consideration and upon the conditions written herein, agrees to ship to the party of the second part on or about the 10th day of November, 1908, the following described machinery, to wit:

Machinery complete, including crane, dipper handle, and all castings and forgings to complete one 2½ yard Jipper dredge as per specifications hereto attached. Said machinery, when well mounted and properly operated to have a capacity, in ordinary fair material and circumstances at the rate of 1,000 to 2,000 cubic yards in ten hours. To excavate a depth of 22 feet below the surface of water, dump at a height of 28 feet above the surface

of the water, and to deposit material on either side at a distance of 60 to 70 feet from the center of the machine to the center of the dump.

The party of the second part agrees to furnish a hull, frame and woodwork complete, suitable for the above named machinery; also all lumber and all labor to complete said machine. Said hull shall be 100 feet long, width of top 38 feet; width at bottom 38 feet, depth of hull — feet. Said machine to be equipped with vertical spuds.

The party of the second part agrees to avoid all unnecessary delay in their part of the construction of said machine and to lend all necessary friendly assistance in completing, starting and operating said machine.

The party of the second part to have a trial of 15 consecutive days, within sixty days after the completion of said machine; and, if not then had, all right to such trial is waived and the party of the second part shall settle for said machinery as though such trial was had.

The party of the first part agrees to furnish one skilled man to help operate and superintend the operation of said machinery during 15 days' trial, free of charge, the commencement of which trial shall date from the completion of said machine, but in no event shall the time of said trial extend beyond the time of settlement as herein fixed. The party of the second part can have a further trial of 15 days, by employing the above named man during said trial, after said trial of fifteen days at the rate of \$125 per month, but such time shall not extend beyond the time hereinbefore fixed for settlement.

Party of the second part to furnish all necessary help and supplies. If, on trial, said machinery proves as represented, or if trial is not had because of failure of said second party, said party of the second part shall settle and pay for said machine as herein stipulated; but, if on said trial, said machinery does not prove to be as represented, it shall be held subject to the warranty below.

Party of the first part to furnish, free of charge one

skilled man, not to exceed thirty days, to superintend placing of machinery on hull. Above delivery is contingent upon this contract being properly signed by party of second party and one copy returned to party of first part promptly.

In consideration of the foregoing covenants and agreements made by the party of the first part, the party of the second part hereby agrees to pay all freight and transportation charges and the cost and expense of the trial herein provided for (except for the man provided by the party of the first part as before stated) and to do all hauling from the cars to where said machine is to be built, and that it will accept said machinery and pay the Marion Steam Shovel Company, the party of the first part, at the expiration of the above named time, the sum of sixteen thousand dollars (16,000.00) as follows: \$6,000.00 cash thirty days from date below; \$6,000.00 when machinery is completed ready for shipment; and the balance, \$4,000.00 at the expiration of above trial.

Shipping directions. (Fill in.)

All agreements are contingent upon strikes, accidents, delays of carriers and any other delays which are unavoidable or beyond our reasonable control.

WARRANTY.

The Marion Steam Shovel Company, party of the first part, warrants the above described machinery to be made of good material and in a good workmanlike manner and if properly handled and taken care of, it will perform the work above specified. If said machinery, after a reasonable length of time and fair trial, will not perform the work above named and specified, the said machinery is to be held subject to the order of the Miami Steam Shovel Co. and to be taken away at its expense, and money which has been paid for freight by the party of the second part refunded; which payment shall be the only liability of the party of the first part.

It is expressly agreed that the above described machinery and property are subject to the order of the party of the first part until paid for in full, and that if promissory notes are given for the purchase money, or any part thereof, that the giving of the same or any part payment thereon shall not divert the title of the party of the first part until said promissory notes and said purchase money are paid in full. Nor shall any payment on account, and the receipt thereof divert such title until the whole purchase price is fully paid, and all payments, less than the whole sum shall be considered as being for rent of such machinery and for damages thereto by wear.

It is further agreed that if the payments provided for herein are not made at the times and as agreed herein, and if any of said payments are not made as so agreed that then all of the purchase price remaining unpaid shall at once become due and payable, and that the party of the first part may take possession of said machinery and hull, and upon ten days' notice to the party of the second part, sell the same at public or private sale for cash, and the price obtained therefor shall be the agreed value thereof, and shall be applied to the payment of the balance of the purchase money due the party of the first part. If the proceeds of said sale be more than sufficient to pay the unpaid purchase money and the expenses of such sale, the excess shall be turned over to the party of the second part, but if insufficient, the said party of the second part shall be and remain liable for such unpaid balance to the party of the first part.

It is further agreed that the party of the second part shall insure at own expense, all of the above described property in the sum of ——— dollars, for the benefit of the party of the first part, in one or more solvent insurance companies and continue the said insurance in force until said property is fully paid for, the loss to be made payable to said party of the first part as its interests may appear, and said policy or policies shall be held by the party of the first part during the continuance of this contract. In case of failure of said party of the second part to so in-

sure, the party of the first part may effect such insurance and the cost thereof shall be a lien upon the said property and collected in the same manner as the purchase money, as provided herein.

It is further agreed that this instrument evidences the whole agreement of said parties and nothing can be added or taken away by parole.

Dated this 25th day of August, 1908.

The Marion Steam Shovel Company,

F. H. KING, Asst. Sales Manager.

N. B. BROWARD, Governor.

A. C. CROOM, Comptroller.

B. E. McLIN, Commissioner of Agriculture.

Trustees Internal Improvement Fund of Florida.

Marion Steam Shovel Company,

Marion, O., Aug. 25th, 1908.

Brief specifications of 2½-yard Dipper Dradge, with 70 foot Boom and Vertical Spuds.

The Trustees of the Internal Improvement Fund of the
State of Florida.

Length of boom.....70 feet
Reach center of machine to center of
dump60 to 70 feet
Dig below surface of water.....22 feet
Size of dipper.....2½ cubic yards
Capacity 10 hours' steady running..1000 to 2000 cu. yds
Length of hull, minimum.....100 feet
Width of hull, minimum.....38 feet

Hoisting and Backing Machinery.

Hoisting engines, double.....10½" bore x12" stroke
Hoisting drum grooved for cable...27½ diam
Hoisting frictionoutside band type
set by steam ram

Backing drum grooved for cable.....	22" diam
Backing friction	outside band type set by steam ram
Engine shaft, hammered steel.....	4½" diam
Backing drum shaft, hammered steel	5½" diam
Hoisting drum shaft, hammered steel	6" diam
Hoisting shaft gear, steel	7" face 65" diam
Backing shaft gear, steel.....	5½" face 54" diam
Engine pinion	cast steel

This machinery is mounted on a substantial steel frame built up of 20-inch I beams and placed on deck. Hoisting throttle is balanced piston type with lowering control.

Swinging Machinery.

Swinging engines, double.....	8" bore x8" stroke
Reverse and throttle.....	Central piston valve balanced
Crank shaft, forged steel.....	5 3-4" diam
Engine pinion	Cast steel
Intermediate shaft, hammered steel.	4 3-8" diam
Intermediate pinion	cast steel
Intermediate gear	cast steel
Swinging drum, grooved for cable.	23" diam
Swinging drum shaft, hammered steel	4 7-8" diam

Spud Hoist Machinery.

Forward spud drums compound geared, grooved for cable.....	23" diam
Spud friction	Inside expanding type
Friction shaft	driven from main en- gine
Drum shaft	4 3-8" diam
Aft spud drum expanding friction..	mounted on friction
Swinging Circle.	
Swinging circle at foot of boom....	Steel plate construc- tion
Diameter of swinging circle.....	21 feet

Swinging circle journal, cast steel..4½ feet diam

A Frame and Spuds.

A frame construction.....all steel
 Head and foot castings.....cast steel
 Forward spud trimmings.....for 30"x30" spuds
 Aft spud trimmings.....for 18"x18" cpuds

(Timber for spuds to be furnished by purchaser.)

Boom.

Length of boom70 feet
 Boom constructionall steel
 End castingscast steel
 Spread of boom at foot4 feet 9"
 Spread of boom at point.....12 inches
 Shipper shaft, hammered steel.....5½" diam
 Brake wheels60" diam

Yoke Block

Yoke block fitted with rollers
 Yoke bolts2 3-4" diam., iron
 Bearing in block for shipper shaft, brass bushed

Dipper Handle.

Dipper handle construction.....Oregon fir
 Socket and dipper adjusting castingscast steel

Dipper handle is protected by steel liners and has 7"x 3-4" top and bottom plates of steel and is equipped with steel rack which is through bolted to handle. Size of handle 18"x20"x48 feet.

Dipper.

Size of dipper.....2½ cubic yards
 Dipper shell7-16" thick
 Dipper mouthpiece (placed inside).steel 1 1-4" thick
 Dipper front fully protected by....two wearing sheets

Cutting lip of hardtuf steel will be furnished instead of teeth.

Rock Dipper.

One extra heavy rock dipper 13-4 cubic yard size (2½ yard strength) will be furnished equipped with four teeth.

Boiler.

Scotch marine type with water back, Kingsford make; being same type as the one on Florida State Dredge "Everglades."

Boiler feedoutside packed, du-
plex pump
Feed water heater.....open type and with
oil separator

Boiler is equipped with usual fittings, such as super heater, stack, safety valve, blow-off cocks, guage cocks, etc.

An injector connected with the cold water supply will be furnished.

Auxiliary Boiler.

An auxiliary boiler of sufficient capacity to operate the boiler feed pump when cleaning large boiler or to operate electric light engine independently, will be furnished.

Piping.

All piping and fittings will be furnished for the engines, boilers, heater, pump, injector, etc., including one 2" bilge syphon for hull.

Capstans and Deck Equipment.

Vertical capstans will be furnished and will be power driven from bevel gears on spud drum shaft. Bitts and cleats will be furnished.

Cables and Sheaves.

Hoisting cable	1 $\frac{1}{4}$ " diam
Hoisting cable sheaves.....	60" diam., steel
Swinging cable	1 $\frac{1}{4}$ " diam
Backing cable	1" diam
Backing cable sheaves.....	60" diam
Forward spud cable.....	1" diam
Aft spud cable.....	3-4" diam

Guys for a frame and boom will be of wire rope and will be furnished complete with all fittings.

Operating Levers.

The operating levers will be conveniently located at the forward end of the dredge so that the engineer will have a good view of the work, and consists of one hoisting throttle lever, one swinging throttle lever, one hoisting friction lever, one backing friction lever, two forward spud levers, one aft spud lever, one foot lever for check belt and one cranesman's hand and foot lever.

Electric Light Outfit.

The electric light outfit, consisting of engine and generator, will be of correct connected type and have capacity for twenty-five 32 C. P. incandescent lamps. Outfit will be furnished complete with wiring, lamps and steam piping.

Tools and Supplies.

A large complement of tools will be furnished, including portable forge steel anvil, vise, bolt tongs, counter-sink, socket, fork, packing monkey and pipe wrenches, hammer and sledge, cold chisels, files, fire tools and supplies, including rivets, bolts, cotters, gaskets, packing, water and lubricator glasses, oil cans and waste.

IN GENERAL.

Machinery will be trimmed with necessary grease cups

and oiling devices. Oil pumps will be supplied for the main and swinging engines and sight feed lubricators for lighting engine and pump. Liberal bearing surfaces are provided and lost motion is easily eliminated; all drums, sheaves, etc., are brass bushed and simple adjustments for taking up wear have been provided for throughout. All gears, pinions and racks are of cast steel. All important shafts are of hammered steel.

It is the intention of these specifications to cover all machinery and iron work complete in every particular for the dredge, but no irons, bolts, etc., for the construction of the hull proper will be furnished by the Marion Steam Shovel Company.

Any material or part thereof necessary to such completed dredge machinery although omitted from the foregoing specifications shall be furnished so that no part shall be lacking because the same is not mentioned in the foregoing specifications.

If machinery is mounted on wooden hull drawings and plans will be furnished for the dredge hull and all woodwork and machinery will be laid out in accordance with them.

If steel hull is furnished by the purchaser for this machinery, we will be pleased to co-operate with the designers and builders of same by furnishing plans showing location of all machinery listed in these specifications.

Specification for erection of a four and one-half cubic yard steel dredge hull and erection of machinery by Tampa Foundry & Machine Company, August 17, 1908.

Tampa, Fla., August 17, 1908.

Trustees of the Internal Improvement Fund, Governor N. B. Broward, President, Tallahassee, Fla.

Dear Sir:

We propose to furnish and deliver into the waters of

the Hillsborough River, Tampa, Florida, a steel dredge hull 42 feet by 100 feet by 7 feet by 5 feet 6 inches, with wood deck and house and erect $4\frac{1}{2}$ cubic yards. Marion Dipper Machinery complete, at Tampa, as specified herein, in accordance with the following specifications, all to be the best material and workmanship.

Specifications.

Hull—The hull to be entirely of steel, except deck, which is to be of best seasoned dry yellow pine; hull to be 100 feet long by 42 feet wide by 7 feet deep at bow by 5 feet 6 inches deep at stern; the hull to have four longitudinal bulkheads and four athwartship bulkheads of $\frac{1}{4}$ -inch steel plate, reinforced by 4x4x3-8 angle on each side, also top and bottom, the vertical reinforcement angles to be about 45 inches apart; all bulkheads to have the passage openings so as access can be had from each of the 25 apartments to the other. The forward two athwartship bulkheads to connect with the sides of the forward spud casings thus making a very rigid construction.

Plating—The bottom to be all of 3-8-inch thick steel plates, the sides to be all of 3-8-inch thick steel plates; the bow and stern to be all of 3-8-inch thick steel plates. The two front side plates where forward side spud casings rivet on, to be of $\frac{1}{2}$ -inch thick steel plate. All bulkheads to be of $\frac{1}{4}$ -inch steel plate, 4x4"x3-8" beams 5"x3x3-8".

Frames—The frames are to be 45 inches center to center, except at bow and stern and forward spud casing frames to be the design as shown by blue print sketch to be furnished, which makes a solid net work of braces and very rigid construction. All gusset plates except spud gussets to be 16 inches by 16 inches by $\frac{1}{4}$ inch, except those at extreme corners, which are cut diagonal two (2) out of each 16x16 plate.

Spud Casing—They shall be three in number, the two forward ones to take 30-inches by 30-inches spuds. The aft one to take a 20-inch by 20-inch spud. They are to be constructed of $\frac{1}{2}$ -inch steel plate and 5-inch by 5-inch by

$\frac{1}{2}$ -inch angle and 15-inch by 50 lbs. channel for the cross clamps, otherwise to accommodate the Marion machinery.

Spuds—The owners are to furnish all iron fittings for the spuds, the contractors to furnish the timber, make the spuds and fit them for work in a satisfactory manner and acceptable to the owners.

Deck—Deck beams to be 5 inches by 6 inches best yellow pine, to be bolted every two feet to the 3-inch by 5-inch by 3-8-inch steel beams. The decking to be 4 inches best yellow pine, seasoned and dressed, the other planks to be 5 inches by 12 inches dressed; these outer planks to be bolted every $22\frac{1}{2}$ inches with 3-4-inch carriage bolts, decking to be driven up hard against it by means of wedges; the deck to be made tight, but not caulked; all necessary foundation timbers to be provided by contractors, all woodwork to receive two coats best wood preserving paint.

Riveting of Hull—The riveting of the hull shall be by best 3-4-inch diameter steel rivets, all water laps $2\frac{1}{2}$ -inch center to center spacing all brace spacing center to center, except for places where such would be impracticable. Lower corner and all four vertical corners to be double rivited and angles which hold spud casings to hull also to be double rivited in the same manner, staggered 3-inch center to center each single row, which makes it about 17-8-inch center to center. All steel surface to receive two coats best red lead linseed oil before launching; the contractors to test hull before launching; the hull to be absolutely water tight and to be first-class in every detail of workmanship and material and made satisfactory to the owners.

Machinery—All machinery, steel and iron fittings, cables, chains and everything of steel, iron or metal, belonging to a complete $4\frac{1}{2}$ cubic yard outfit to be furnished f. o. b. cars, Tampa, Fla., by the owners, except the steel hull, hardware and roofing for the house to complete the construction thereof.

The Marion people to furnish a man to assist in the erection of the machinery mentioned herein, said man to be well qualified for such service and to be employed for a period of thirty days in all. The wood for the dipper handle to be furnished by the contractor; the wooden handle and also the spud to be fitted up by the contractors and erected by them.

A. Frame—The A. frame to be of steel and furnished ready to put up by the owners.

House—The house is to contain twelve (12) rooms and kitchen, one bath, one toilet, one pantry, and is to be constructed of yellow drawn pine and to receive one of paint. The specifications to be first approved by the owners; the contractors to prepare specifications and blue prints.

Anchors—The anchors for main back stays to be $1\frac{1}{2}$ x8 inches iron, to be bent under hull and to be riveted to bottom. These items to be included in the hull.

Erection of Machinery—The erection of machinery to be according to blue prints furnished by the Marion Steam Shovel Company of Marion, Ohio. All machinery to be erected complete, in first-class workmanlike manner; the Marion Steam Shovel Company to furnish one engineer for thirty (30) days; to furnish information in connection with the erection of the dredge and when completed the dredge is to be tested and is to work satisfactory to the owners and to be acceptable to them.

Time—The contractors propose to complete the steel hull, erect all machinery, and have the dredge complete and ready to operate in four months from the date after blue print has been approved of this contract; all machinery to be received by the contractors ten (10) weeks from the date of this contract, in satisfactory condition.

Price—The contractors covenant and agree to build a steel hull, wooden house, and erect machinery as heretofore specified and referred to in these articles of agreement and specifications, for the sum of twenty-two thousand dollars (\$22,000), and to furnish the material

and labor at their own proper cost and expenses as referred to and specified therein.

Terms—The terms of payment to said contractors for such labor, material and services as aforesaid, are to be made as follows: Twenty-five per cent. when the steel for hull is delivered f. o. b. cars Tampa, Fla.; 25 per cent. when the hull is launched in the waters of the Hillsborough River at Tampa, Fla., successfully; 25 per cent. when the machinery is erected in a workmanlike manner and satisfactory to the owners of said steel hull; 25 per cent. when said steel dredge is completed and tested in the Hillsborough River near Tampa, Fla., and is proven to be satisfactory and acceptable under such test to the Trustees of the Internal Improvement Fund.

It being further mutually understood and agreed that these specifications are sufficient to cover each and every detail and item of machinery, lumber, material, fixtures, labor, appliances, necessary or incident thereto, and to the erection and completion and launching and testing of a steel hull dipper dredge with the Marion Steam Shovel Company machinery as referred to and mentioned herein. That the contractors hereby covenant and agree to supply all of the material, labor, hardware and appliances incident to the erection, construction and launching and testing of such dredge complete and ready for work, for and in consideration of the prices herein named.

Drawings—The contractors are furnished all drawings necessary in the erection of the steel hull and house and for the reception of the machinery; and it is understood that the steel hull, house and machinery are to be erected in accordance therewith. They are also to furnish all necessary plates, bolts and fasteners, and all said blue prints and specifications to be approved by the Trustees of the Internal Improvement Fund.

The above and foregoing proposal is respectfully submitted.

The TAMPA FOUNDRY & MACHINE CO.,
By Ernest Kreher, President.

The above and foregoing proposal and specifications are hereby accepted and approved by the Trustees of the Internal Improvement Fund, this 17th day of August, A. D. 1908.

N. B. BROWARD, Governor.

A. C. CROOM, Comptroller.

B. E. McLIN, Commissioner of Agriculture.

Trustees of the Internal Improvement Fund of the State of Florida. •

Specifications for erection of a two and one-half cubic yard steel dredge hull and erection of machinery by Tampa Foundry & Machine Company, August 17, 1908.

Tampa, Fla., August 17, 1908.

Trustees of the Internal Improvement Fund,
Governor N. B. Broward, President,
Tallahassee, Fla.

Dear Sir:

We propose to furnish and deliver into the waters of the Miami River, above county bridge, Florida, a steel dredge hull 40 feet by 80 feet by 7 feet by 5 feet 6 inches, with wood deck and house, and erect $2\frac{1}{2}$ cubic yard Marion Dipper Machinery complete as specified herein, in accordance with the following specifications, all to be the best material and workmanship.

Specifications.

Hull—The hull to be entirely of steel, except deck, which is to be of best seasoned dry yellow pine; hull to be 80 feet long by 40 feet wide, by 7 feet deep at bow, by 5 feet 6 inches deep at stern; the hull to have three longitudinal bulkheads, and three athwardship bulkheads of $\frac{1}{4}$ -inch steel plate, re-inforced by 4x4x3-8 angle on each side, also top and bottom, the vertical re-inforcement angles to be about 45 inches apart, all bulkheads to have the passage openings, so as access can be had from each of the 25 apartments to the other. The forward two athwardship

bulkheads to connect with the sides of the forward spud casings, thus making a very rigid construction.

Plating—The bottom to be all of 3-8-inch thick steel plates, the sides to be all of 3-8-inch thick steel plates; the bow and stern to be all of 3-8-inch thick steel plates; the two front side plates where forward side spud casings rivet on, to be of $\frac{1}{2}$ -inch thick steel plates. All bulkheads to be of $\frac{1}{4}$ -inch steel plate; 4"x4"x3-8 beams, 5x3x3-8".

Frames—The frames are to be 45 inches center to center, except at bow and stern and forward spud casing frames to be the design as shown by the print sketch to be furnished, which makes a solid net work of braces and very rigid construction. All gusset plates, except spud gussets to be 16 inches by 16 inches by $\frac{1}{4}$ -inch, except those at extreme corners, which are cut diagonal two (2) out of each 16x16 plate.

Spud Castings—They shall be three in number, the two forward ones to take 24-inch by 24-inch spuds; the aft one to take an 18-inch by 18-inch spud. They are to be constructed of $\frac{1}{2}$ -inch steel plate and 5-inch by 5-inch by $\frac{1}{2}$ -inch angle and 15 inches by 50 lbs. channel for the cross-clamps, otherwise to accommodate the Marion Machinery.

Spuds—The owners are to furnish all iron fittings for the spuds the contractors to furnish the timber, made the spuds and fit them for work in a satisfactory manner and acceptable to the owners.

Deck—Deck beams to be 5-inch by 6-inch best yellow pine, to be bolted every two feet to the 3-inch by 5-inch by 3-8-inch steel beams. The decking to be 3 inches best yellow pine, seasoned and dressed, the outer planks to be 5-inch by 12-inch dressed; these outer planks to be bolted every 22 $\frac{1}{2}$ inches with 3-4-inch carriage bolts, decking to be driven up hard against it by means of wedges; the deck to be made tight, but not caulked; all necessary foundation timbers to be provided by contractors; all

woodwork to receive two coats best wood preserving paint.

Riveting of Hull—The riveting of the hull shall be by best 3-4-inch diameter steel rivets; all water laps $2\frac{1}{2}$ -inch center to center spacing, all brace spacing 4-inch center to center, except for places where such would be impracticable. Lower corner and all four vertical corners to be double riveted in same manner, staggered 3-inch center to center each single row, which makes it about 17-8-inch center to center. All steel surface to receive two coats best red lead linseed oil before launching; the contractors to test hull before launching. The hull to be absolutely water tight and to be first-class in every detail of workmanship and material and made satisfactory to the owners.

Machinery—All machinery, steel and iron fittings, cables, chains and everything of steel, iron or metal, belonging to a complete $2\frac{1}{2}$ cubic yard outfit to be furnished f. o. b. cars, Miami, Fla., by the owners, except the steel hull, hardware and roofing for the house to complete the construction thereof. The Marion people to furnish a man to assist in the erection of the machinery mentioned herein, said man to be well qualified for such service and to be employed for a period of thirty days in all. The wood for the dipper handle to be furnished by the contractor; the wooden handle and also the spud to be fitted up by the contractors and erected by them.

A Frame—The A Frame to be of steel and furnished ready to put up by the owners.

House—The house is to contain ten (10) rooms and kitchen, one bath, one toilet, one pantry, and is to be constructed of yellow drawn pine and to receive one coat of paint, the specifications to be first approved by the owners; the contractors to prepare specifications and blue prints.

Anchors—The anchors for main back stays to be $1\frac{1}{2}$ by 8 inches, iron, to be bent under hull and to be riveted to bottom. These items to be included in the hull.

Erection of Machinery—The erection of machinery to be according to blue prints furnished by the Marion Steam Shovel Company, of Marion Ohio. All machinery to be erected complete in first-class workmanlike manner; the Marion Steam Shovel Company to furnish one engineer for thirty (30) days; to furnish information in connection with the erection of the dredge; and when completed the dredge is to be tested and is to work satisfactory to the owners and to be acceptable to them.

Time—The contractors propose to complete the steel hull, erect all machinery, and have the dredge complete and ready to operate in four months from the date after the blue prints have been approved of this contract; all machinery to be received by the contractors eight (8) weeks from the date of this contract, in satisfactory condition.

Prices—The contractors covenant and agree to build a steel hull, erect all machinery as heretofore specified and referred to in these articles of agreement and specifications for the sum of eighteen thousand dollars (\$18,000.00) and to furnish the material and labor at their own proper cost and expenses as referred to and specified therein.

Terms—The terms of payment to said contractors for such labor, material and services as aforesaid, are to be made as follows: Twenty-five per cent. when the steel for hull is to be delivered f. o. b. cars, Miami, Fla.; 25 per cent. when the hull is launched in the waters of the Miami River, at Miami, Fla., successfully; 25 per cent. when the machinery is erected in a workmanlike manner and satisfactory to the owners of said steel hull; 25 per cent. when said steel dredge is completed and tested in the Miami River, near Miami, Fla., and is proven to be satisfactory and acceptable, under such test, to the Trustees of the Internal Improvement Fund.

It being mutually understood and agreed that these specifications are sufficient to cover each and every detail and item of machinery, lumber, material, fixtures, labor,

appliances, necessary or incident there to and to the erection and completion and launching and testing of a steel hull dipper dredge with the Marion Steam Shovel Company as referred to and mentioned herein. That the contractors hereby covenant and agree to supply all of the material, labor, hardware and appliances incident to the erection, construction and launching and testing of such dredge complete and ready for work, for and in consideration of the prices herein named.

Drawings—The contractors are to furnish all drawings necessary in the erection of the steel hull and house and for the reception of the machinery; and it is understood that the steel hull, house and machinery are to be erected in accordance therewith. They are also to furnish all necessary plates, bolts and fasteners and all said blue prints and specifications to be approved by the Trustees of the Internal Improvement Fund.

The above and foregoing proposal is respectfully submitted.

The TAMPA FOUNDRY & MACHINE CO.,
By Ernest Kreher, President.

The above and foregoing proposal and specifications are hereby accepted and approved by the Trustees of the Internal Improvement Fund, this 17th day of August, A. D. 1908.

N. B. BROWARD, Governor.

A. C. CROOM, Comptroller.

B. E. McLIN, Commissioner of Agriculture.

Trustees of the Internal Improvement Fund of the State of Florida.

After further consideration it was concluded best to construct one four and one-half cubic yard dipper dredge and one two and one-half cubic yard dipper dredge; the one four and one-half cubic yard dipper dredge and the one two and one-half cubic yard dipper dredge machinery was also ordered, as per contract, with the Marion Steam

Shovel Company, which is made a part of these records, for the sum of sixteen thousand dollars (\$16,000.00), which included all the extras, as per the specifications attached to contracts.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., Sept. 1, 1908.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

Florida East Coast Railway Company, freight transported during month of July, 1908.....	\$48.15
Remington Typewriter Company, typewriter ribbon for salesman's office.....	1.50
H. J. Drane, insurance on dredges.....	825.00
Merrill-Stevens Company, fitting, work, etc., on dredges	261.84
Stranahan & Co., supplies for dredges.....	64.15
Lainhart & Potter, lumber for use on dredges....	15.41
The C. H. Lyne Foundry & Machine Co., repairing boilers, etc., on dredges.....	61.60
Miami Furniture Company, cots for laborers....	12.00

Reed A. Bryan, Agent, expense account for July..	104.69
The Capital City Livery Stable, hauling for Sales- man	1.50
The Capital Publishing Co., printing for Trustees.	12.00
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Sept. 2, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLIN, Commissioner of Agriculture.

Whereas, On the 22nd day of October, 1907, the State Board of Education of Florida adopted certain resolutions which were transmitted to the Trustees of the Internal Improvement Fund:

And Whereas, On the 21st day of November, 1907, the Governor addressed a communication to the Attorney General as follows:

“November 21st, 1907.

Hon. W. H. Ellis, Attorney General,

Tallahassee, Fla.

Sir: Section 4 of Article 8 of the Constitution of Florida contains among other provisions the following: “The Common School Fund * * * shall be derived from the following sources” among others “25 per cent. of the sales of public lands which are now, or may hereafter be owned by the State.”

I have the honor to ask for your opinion, as to whether or not this clause of the Constitution is of full force and

effect, and is applicable to the lands in the hands of the Trustees of the Internal Improvement Fund of the State of Florida and if so, from what date and to what sales of public lands is the State School Board entitled to an accounting and recovery,

I have the honor to be

Very respectfully,
N. B. BROWARD, Governor."

And Whereas, on the 5th day of February, 1908, the Attorney General submitted to the Governor his answer to said communication, as follows:

"Tallahassee, Fla., February 5, 1908.

Hon. N. B. Broward, Governor,

Tallahassee, Fla.

Dear Sir: Your letter of recent date, requesting my opinion as to whether Section 4, Article XII of the Constitution, which provides among other things that "the Common School Fund * * * shall be derived from the following sources: * * * among others, 25 per cent. of the sales of public lands which are now or may hereafter be owned by the State," is of full force and effect and is applicable to the lands in the hands of the Trustees of the Internal Improvement Fund of the State of Florida, and if so, from what date and to what sales of said public lands is the State School Board entitled to an accounting and recovery."

The section and article of the Constitution of Florida of 1885, relating to the State School Fund in Section 4 Article XII, and its provisions are as follows:

"The State School Fund the interest of which shall be exclusively applied to the support and maintainance of public free schools, shall be derived from the following sources:

The proceeds of all lands that have been or may hereafter be granted to the State by the United States for public school purposes.

Donations to the State when the purpose is not specified.

Appropriations by the State

The proceeds of escheated property or forfeitures.

Twenty-five per cent. of the sales of public lands which are now or may hereafter be owned by the State.

Section V of the same Article provides that:

"The principal of the State School Fund shall remain sacred and inviolate."

The Constitution of 1868 contained the following section; Section 4, Article VIII.

"The Common School Fund, the interest of which shall be exclusively applied to the support and maintenance of Common Schools and purchase of suitable libraries and apparatus therefor shall be derived from the following sources: The proceeds of all lands that have been or may hereafter be granted to the State by the United States for educational purposes; donations by individuals for educational purposes; appropriations by the State; the proceeds of lands or other property which may accrue to the State by escheat or forfeiture of the proceeds of all property granted to the State, when the purpose of such grant shall not be specified; all moneys which may be paid as an exemption from military duty; all fines collected under the penal laws of this State; such portion of the per capita tax as may be prescribed by law for educational purposes; twenty-five per centum of the sales of public lands which are now or may hereafter be owned by the State.

Section 6 of the same article provides that:

"The principal of the Common School Fund shall remain sacred and inviolate."

Under the Constitution of 1868 the School Fund was called the "Common School Fund," but under the Constitution of 1885 it was denominated "State School Fund." Both Constitutions provided for the ample and liberal maintenance of public free schools and created a

fund, the interest upon which should be applied exclusively to the support and maintenance of such schools, and provided that the principal of such fund should remain sacred and inviolate. Both Constitutions provided that the School Fund should consist in part of twenty-five per cent. of the sales of public lands owned by the State.

The term "public lands" as used in the Constitutions of 1868 and 1885, designated a class of lands distinguished from those granted by the United States to the State of Florida for public school purposes, all the proceeds of the sales of such lands constituting part of the School Fund, while only twenty-five per cent. of the proceeds of the sale of "public lands" owned by the State, or thereafter acquired was to be paid into the School Fund.

The public lands of which the State became the owner consisted, among others, of the sixteenth section in every township granted by act of Congress of March 3rd, 1845, for school purposes; five hundred thousand acres granted by act of Congress of September 4th, 1841 (made applicable to Florida by act of March 3, 1845), for Internal Improvement and the swamp and overflowed lands granted by act of September 28th, 1850.

The term "public lands" is defined to be such lands as are subject to sale or disposition by the government under general laws. *Newall vs. Sawyer*, 92 U. S. 761.

By chapter 610 Laws of Florida, approved January 3, 1855, entitled "An Act to Provide for and Encourage a Liberal System of Internal Improvements in this State," the Legislature set apart and declared as a distinct and separate fund, to be called the "Internal Improvement Fund of the State of Florida," and to be strictly applied according to the provisions of the act, so much of the 500,000 acres of land granted to the State for Internal Improvement purposes as remained unsold, and the proceeds of the sales of such lands theretofore sold as remained on hand and unappropriated, and all proceeds

that might thereafter accrue from the sales of such lands, and all the swamp lands subject to overflow granted to the State by the act of Congress approved September 28th, 1850, together with all the proceeds that had accrued or might thereafter accrue to the State from the sale of said lands.

For the purpose of assuring a proper application of the Fund to the purposes of the act, the said lands and all the funds arising from the sale thereof, after paying the necessary expenses of selections, management and sale were "irrevocably vested" in five Trustees, all of whom were officers of the State Government, and their successors in office, to hold the same in trust for the uses and purposes in the act provided. The Trustees were vested with the power to sell and transfer the lands to purchasers and to receive payment for the same, and to invest the surplus moneys arising therefrom according to the provisions of the act.

The act outlined a system of internal improvements and pledged the Fund to pay the interest as it might become due on the bonds issued to any railroad company under its provisions. By the provisions of section 15 of the act, the State granted to each of the different companies that should construct portions of the lines of railroad on the routes indicated, the alternate sections of State lands on each side for six miles; and by the provisions of section 16 the Trustees were empowered to fix the price of the "public lands" included in the trust, and make such arrangements for the drainage of the swamp or overflowed lands as in their judgment was deemed most advantageous to the fund and the settlement and cultivation of the lands.

It was not the purpose of the Legislature to apply the magnificent estate composed of the swamp lands acquired under the act of Congress of September 28th, 1850, and the five hundred thousand acres acquired by the act of March 3, 1845, in its entirety, to the building of railroads by the companies that might be organized

for the purpose of building the lines of roads along the routes indicated, nor did the Legislature contemplate that the Fund would be exhausted by extending the aid contemplated. Trustees I. I. Fund vs. Bailey 10 Fla., 125.

Ample provision was made for the protection of the Fund and the preservation of the same intact for the general welfare of the State and the devotion of the swamp lands to the purposes for which they were granted by the United State. The purpose of the act was to create a fund and to encourage and promote internal improvements by extending aid to railroad and canal purposes in the building of certain line of railroads and canal; the reclamation of the swamp lands and the settlement and cultivation of the same.

The title of the act declares that it was for the purpose of encouraging a liberal system of internal improvements in the State.

The State of Florida did not part with the beneficial estate and interest in the great estate by vesting the legal title to the lands in certain State officers and their successors, nor did it part with the right to dispose of that estate by charging those officers with the duties mentioned in the act, nor did the State divest itself of aught but the naked legal title to the lands mentioned. The beneficial interest and estate therein was retained by the State as owner, the Act of 1855, Chapter 610, being merely a legislative regulation of the holding, management and sale of the lands therein mentioned. The title held by the Trustees is of a public character, so that their deed is prima facie evidence of title in the grantee. Groover et al vs. Coffee, 19 Fla., 73 Text.

The lands designated in the act of 1855, Chapter 610, did not lose their character as public lands by being pledged in trust to aid in the construction of certain objects of improvement. The Legislature by that act simply designated some object of improvement to be constructed first and to postpone others.

The powers of subsequent Legislatures were not limited by the exercise of the powers of the Legislature of 1855, unless the act of the latter was of such character as called into operation a constitutional limitation and something more than a simple antecedent exercise of legislative power stood in the way of the exercise of the powers of the subsequent one. The Internal Improvement Law is not organic law and the power of one legislature is no greater than another. *Gonzales vs. Sullivan*, 16 Fla., 819 Text.

The Supreme Court of the United States has held in several cases that the swamp lands granted to the States by the Act of Congress of September 28, 1850, are subject to the disposal of the legislature of the States respectively in such manner as they may deem expedient, without any right on the part of any person, except the government of the United States, to question such disposal. The application of the proceeds of those lands to the purposes of the grant, rests upon the good faith of the State. It is a matter between two sovereign powers. Although it is specially provided that the proceeds of such lands shall be applied "as far as necessary" to their reclamation by means of levees and drains, it is not a trust following the lands. *Mills Co. vs. B. & M. Railroad*, 107 U. S. 565; *Cook Co. vs. Calumet, etc. Canal Co.*, 138 U. S. vs. Louisiana, 127 U. S. 187; *American Emigrant Co. vs. County of Adams*, 100 U. S. 60; *Hagar vs. Reclamation Dist.*, 111 U. S. 701.

The dictum of the Supreme Court of Florida on this point, as expressed in the case of *Trustees of the Internal Improvement Fund vs. St. John Railway Co.*, 16 Fla. 531. therefore, appears not to be concurred in by the Supreme Court of the United States.

Section 4 of Article VIII of the Constitution of 1868, which was carried into and became a part of the Constitution of 1885, so far as it provided that the Common or State School Fund should consist in part of the twenty-

five per cent. of the sales of public lands which were then owned or thereafter acquired by the State, operated as an amendment to Chapter 610 which a portion of the sales of the lands designated in that statute was diverted to other purposes than those specified in the act, and constitutes an obligation or debt upon the Fund. It is here that an amendment, it is a limitation or inhibition upon the legislature from diverting more than seventy-five per cent. of the sales of the public lands designated in the act to purposes other than increasing the Common or State School Fund.

Section 4, Article VIII of the Constitution of 1868 was not applicable to the sales of the lands which were sold for the purpose of discharging the lien of the bondholders of the railroads which acquired the right of the provisions of the act prior to 1868.

The Constitutional provisions could not, of course, have the effect of impairing the obligations of contracts nor depriving those persons of vested rights acquired under an act of 1855.

In my opinion, the provisions of the Constitution of 1868, as well as that of 1885, is self executing; it is a present application of public money arising from sale of public lands. The Treasurer was the custodian of all funds. The Superintendent of Public Instruction under the Constitution of 1868 had the "administrative supervision" of all matters pertaining to public instruction, and the provision of the Constitution referred to as applying twenty-five per cent. of the sales of public lands to the Common School Fund was a direction to the Trustees to so apply such portion of the sales.

The Constitution of 1885 makes no material change, except vesting a "State Board of Education of Florida" with the power and duty of managing and investing all State school funds. The State Board of Education, therefore, has the right to demand an accounting from the Trustees of the Internal Improvement Fund of the

State of Florida for twenty-five per cent. of the proceeds of the sales of all lands contained in the Internal Improvement Fund from February 25th, 1868 (or that have since been acquired and placed into said fund) to date, excluding only such sales as were made for the purpose of discharging a lien upon the Fund held by the bondholders of the railroads which had acquired rights under the act of 1855 and such liens as may have been acquired prior to February 25th, 1868.

Very respectfully,

W. H. ELLIS, Attorney General."

And Whereas, on the 30th day of March, 1908, it was resolved by the Trustees of the Internal Improvement Fund that an accounting as aforesaid be made to the State Board of Education and directed that the Secretary of the Trustees do proceed to make up such account and report same to the Trustees:

And Whereas, such account has not yet been reported to the Trustees on account of which it has not yet been practicable to make or offer any settlement between the Trustees and the State Board of Education on said account covering the period between said February 25, 1868, to said February 5, 1908:

And Whereas, it appears from the records of the Trustees of the Internal Improvement Fund that the Trustees have received, as proceeds of the sale of public lands between said February 5, 1908, and the 31st day of August, 1908, both inclusive, the sum of \$33,299.75:

And Whereas, under the Constitution and laws of Florida as construed by the Attorney General, twenty-five per cent. of said amount of \$33,299.75, said twenty-five per cent. amounting to \$8,324.94, is due and payable to the State Board of Education of Florida by the Trustees aforesaid.

It is therefore ordered by the Trustees of the Internal Improvement Fund that the said sum of \$8,324.94 be this day paid to the State Board of Education of Florida.

And it is further ordered, that hereafter, on the first day of each month twenty-five per cent. of the proceeds of all sales of public lands by the Trustees of the Internal Improvement Fund during the next preceding month shall be paid by the Trustees to the State Board of Education of Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Sept. 8, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following report from Messrs McCall & Small was received and ordered spread upon the minutes:

"Lake City, Fla., Sept. 5, 1908.

Honorable Trustees Internal Improvement Fund,
Tallahassee, Fla.

Gentlemen: We have the honor to report for the months of July and August, 1908, no receipts on account of trespass matters in connection with State lands.

Our Mr. Small has been absent during the last two months, in the northwest, and during that time nothing has been done in regard to these matters. We are now, however, about to employ a very competent man, whom we

expect to put to work actively in this matter in order to close it up by an early date, so far as possible.

Very respectfully,

McCALL & SMALL,
State Trespass Agents.

State of Florida, Hamilton County.

Before me personally came A. B. Small and I. J. McCall, who being duly sworn depose and say, that the foregoing report is true.

A. B. SMALL,
I. J. McCALL.

Sworn to and subscribed before me, at Jasper, in said County and State, on this 5th day of September, 1908.

(Seal)

C. A. STEPHENS.

The following accounts were presented and ordered paid:

First Nat. Bank, for Reed A. Bryan, Agent, pay roll in re drainage operations.....	\$2,386.60
I. N. Withers, salary and expenses as agent for selecting swamp and overflowed lands, month of August	132.82

The Trustees then adjourned.

N. B. BROWARD,
Governor.

Attest:

W. M. McINTOSH, JR.,
Secretary.

Tallahassee, Fla., Sept. 9, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:
 The following account was presented, approved and ordered paid:

P. N. Bryan & Sons, wood furnished for dredges. \$1,394.00

The Trustees then adjourned.

Attest: N. B. BROWARD,
Governor.
 W. M. McINTOSH, JR.,
Secretary.

Tallahassee, Fla., Sept. 17, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, read a letter from Mr. John W. Newman, notifying the Trustees that one or more persons were trespassing upon the swamp and overflowed lands owned by the Trustees, and stating that it is necessary that some action be taken to stop such trespassing. Thereupon, it was

Resolved by the Trustees that Mr. Reed A. Bryan, Agent of the Trustees, be instructed to notify all such trespassers upon the lands of the Trustees to cease such trespassing at once, or action will be taken against them, and in case they do not cease such trespass the said Reed A. Bryan is instructed to notify the County Solicitor or States Attorney to take such action on behalf of the Trustees as will stop such trespass, and the Secretary of the Trustees is hereby instructed to forward a copy of this

resolution to Mr. Reed A. Bryan, Agent for the Trustees, at Ft. Lauderdale, Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Sept. 27, 1908.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

After reading the affidavits of J. A. McFail, F. M. Adams and B. F. Lewis, as to the character of lots numbered 1, 5 and 6 of Sec. 25, T. 4 S, R 3 E, embracing 315.30 acres, which statements set forth that these lands are marsh lands and subject to overflow, with the exception of about 15 acres which is the only land in the tract cultivatable, and the further statement that Mr. B. F. Lewis bought this land at a tax sale about 15 years ago and has paid taxes on it ever since, thinking he had secured a good title. The Trustees agreed to sell said land to Mr. Lewis at 50 cents per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Sept. 30, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture

Governor Broward presented letters and maps from John W. Newman, Civil Engineer, requesting to be authorized by the Trustees and recommending that when he reached opposite the high lands of Pine Island he be authorized to make a wood yard on the banks of the canal in rocking or building a road across the mud to Pine Island from the said wood yard, between Lot 1, Tier 12, and Lot 1, Tier 14 on the North Canal, as per Newman's survey No. 1, and that Governor Broward be requested to carry these instructions to John W. Newman by letter and instruct that rights of way on lateral canals to high lands on Pine Island be made same width as rights of of way on main canals.

The following resolution was adopted.

Resolved, That the map of a part of Township 50 S, R. 41 E, made by John W. Newman, Civil Engineer, and adopted by the Trustees this day, is hereby declared the official map of that portion of the lands embraced in the said township and which is ordered placed in the custody of the Commissioner of Agriculture of the land records of the State of Florida. The Commissioner of Agriculture is requested and authorized to have made a copy of the said map and to procure the proper materials in making the map to be properly photographed or reproduced that we may have as many reproductions made therefrom in print as may be deemed necessary by the Trustees and it is further requested and authorized that a copy of said map be filed in the office of the Circuit Court of Dade County.

The following communications from J. W. Newman were ordered spread upon the minutes:

"Dredge Everglades, Sept. 26, 1908.

*Trustees I. I. Fund of Florida,
Tallahassee, Fla.*

Gentlemen: Today, by express, I send you map of State canals and subdivisions, addressed to Gov. N. B. Broward.

This map is from actual survey and the noticeable bends in the eastern boundary and irregularity in areas of sections are due to errors in original government work.

I call your attention to the two branch canals to Pine Island. This is endorsed by Governor Broward. They will prevent any overflow of land between canals by water from the west.

The Everglades will arrive at Pine Island, Nov. 15th.

Time of arrival of Okeechobee is uncertain, as she is yet clearing out the South Canal.

Respectfully,

JOHN W. NEWMAN."

"Dredge Everglades, Sept. 26, 1908.

Dear Gov. Broward:

You intimated when here that you would come again soon. About Nov. 15th I expect to be at the high land, north end of Pine Island. That would be a good time for you to come.

I want you to authorize me to make timber sluices on concrete base at some of the low places on north side of canal. If we continue to stop up all openings on north side we will have too much water flowing down on north side out of the canal.

By my plan I will prevent wash of sand into canal and let in water enough in three or four miles to make canal a navigable stream without locks or dams.

This is worth your attention.

Had another rain storm yesterday but water is falling rapidly.

Respectfully,

JOHN W. NEWMAN."

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Oct. 1, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- B. E. McLin, Commissioner of Agriculture.

The proposition of Charles A. Scott for drainage of the Everglades was presented and ordered spread upon the minutes as follows:

"Tallahassee, Fla., Sept. 16, 1908.

To the Trustees of the Internal Improvement Fund of the State of Florida, Tallahassee, Florida.

Gentlemen: More than a year ago I submitted a proposition through the Governor to drain the Everglades for seventy-five per cent. (75%) of the lands held by the Trustees. This proposition was declined by the Governor.

Since that time I have made two more propositions, one for seventy per cent. and another for sixty-five per cent. of the lands held by the Trustees of the Internal Improvement Fund. Neither of these was accepted.

From a careful investigation of all the data and information obtainable upon this subject and after repeated

interviews with parties associated with me, and with engineers who have information upon this subject, I am convinced that the area known as the Everglades cannot be successfully drained for less than sixty per cent. of the lands in that area held by the Trustees of the Internal Improvement Fund, which I am informed amounts to approximately two million acres, therefore, I hereby propose and agree with you, as Trustees of the Internal Improvement Fund of the State of Florida, as follows, to wit:

I, upon my part, will undertake at some time previous to November 15, 1908, to enter into a more extended and formal contract with you as Trustees, either in my own name or in the name of a corporation which I shall organize, and give security in the sum of not less than one hundred thousand dollars, said security to be good and sufficient and adequate security for the enforcement of my contract.

And I, upon my part, will undertake to finish and complete a drainage canal or canals for the purpose of reclaiming the lands in the Southern part of the State of Florida, more particularly known as "The Everglades," in accordance with the plans and specifications heretofore discussed and outlined and made by the Engineers of the said Trustees, comprising a canal or canals for said drainage purpose, aggregating somewhere about one hundred and fifty miles long (150 miles).

I, upon my part, will undertake to begin the work of the digging of said canals within a reasonable time, not later than April 1st, 1909, and prosecute said work with due energy and diligence and complete the same within ten years from that date, subsequently, in accordance with plans and specifications heretofore referred to, provided that you, as said Trustee of the said Improvement Fund, for and in behalf of that Fund, will enter into a formal and more extended agreement with me and my assigns to convey to me and my assigns, by good and sufficient conveyance sixty per cent. of all lands so re

claimed by said drainage canal and improvements now owned and controlled by the State of Florida and said Trustees of said Fund, and sixty per cent of all revenue derived from the drainage tax imposed and collected by the State of Florida or said Board of Trustees from the owners of lands effected and benefitted by said drainage canal and improvements now owned and controlled by the State of Florida, and said Trustees of said fund. Said lands are more definitely and specifically described and outlined upon the maps heretofore made by the engineers of the Trustees of said Fund and provided further, that you as said Trustees, will covenant and agree to deposit in escrow with some responsible banking house or institution deeds of conveyance, conveying sixty per cent. of this land so reclaimed, held and owned by the State and said Trustees with the understanding and agreement that I, or we, may withdraw a proportionate share of the lands so described after the completion of 5 per cent. (5%) of the total of said drainage canal. The proportionate share of said lands which we are permitted to withdraw to be in the area affected and improved by the said canal so completed.

This proposition, when accepted by your Board, to be considered binding and obligatory upon you as said Trustees of said Fund until said 15th day of November, 1908, and upon your signifying your willingness to accept, and upon our furnishing a good and sufficient bond to the said Trustees of one hundred thousand dollars, the said Trustees of the said Interrial Improvement Fund to agree that at any time before the date that they, as said Truseese, will enter into a formal and more extended contract in accordance with the terms of this proposition.

CHAS. H. SCOTT.

It was ordered that the foregoing proposition be referred to Hon. W. S. Jennings, General Counsel, for examination and report.

The matter of the claim of the United Land Company

was taken up and the following proposition ordered spread upon the minutes:

Jacksonville, Fla., September 10, 1908.

Hon. N. B. Broward, Chairman.

Trustees of the Internal Improvement Fund, State of Florida, Tallahassee, Florida.

Dear Sir:

As attorneys for the United Land Company in the matter of its claim against the Trustees of the Internal Improvement Fund involving the right of the said company to have conveyed to it by the Trustees, as successor of the rights of Hamilton Disston and associates, and the Atlantic & Gulf Coast Canal and Okeechobee Land Company, lands in the Everglades amounting to 347,754.02 acres; we make your Board a proposition, by way of compromise, to accept one-fourth of the amount of land claimed by the said company and for which suit is now pending in the Circuit Court for Dade County, Florida, upon condition that the company be permitted to select out of the lands in the drainage area reserved to it as shown by the minutes of your Board, the lands to be accepted by it in settlement; and upon the further condition that the Trustees will relieve the company from liability for any drainage tax for the current year or prior years.

You may remember that about a month ago we discussed with the Board the question of compromise settlement, but at that time we were not authorized by the United Land Company to accept in settlement such a small proportion of their claim. Since that time we have been authorized by the company to accept in full of all claims against the Trustees, 86,938 acres, which is one-fourth of their claim.

In the event the Trustees accept this proposition, we request that we be allowed a reasonable time of about thirty days in which to make the selection. Of course,

this offer of settlement is made without prejudice to the rights of the company in the event it is not accepted.

Yours very truly,

P. A. Vans Agnew.

N. P. Bryan

The proposition on behalf of the United Land Company was referred to the General Counsel for examination and report.

The following accounts were presented and ordered paid:

Remington Typewriter Company, one typewriter and attachment for salesman's office.....	\$108.00
Reed A. Bryan, agent, expense account in re-drainage for month of August, 1908.....	314.91
Stranahan & Co., supplies for dredges.....	561.22
Jas. W. Johnson, meat for use on dredges.....	26.50
J. S. Address, Jr., repairs on pump, forge, etc....	12.08
Lainhart & Potter, lumber for use on dredges.....	45.45
The H. & W. B. Drew Co., typewriter for use of Secretary	67.25
Capital Publishing Company, binding records for land office	29.50
The Fla. East Coast Railway Company, charges on freight transported during month of August, 1908	37.64
W. A. McBride, services in assisting State selecting agent	21.95
Featherstone Foundry & Machine Co., extras, repairs, labor, etc., on dredges.....	2,184.98
N. B. Broward, expenses of trip to Ft. Lauderdale to inspect drainage.....	53.60

The Trustees then adjourned.

Attest: :

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD

Governor.

Tallahassee, Fla., Oct. 2, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

I. N. Withers, services and expenses for September, 1908, as State Selecting Agent.....	\$134.22
W. S. Jennings, expense account in representing Trustees	371.95

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Oct. 6, 1908.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner.

The account of Clive Merchant, for use of yawl Anemone, in re drainage, was approved and ordered paid in the sum of \$1,326.70.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Oct. 7, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- B. E. McLin, Commissioner of Agriculture.

The Trustees having erroneously conveyed to Neill G. Wade in Deed No. 15766, the $Se\frac{1}{4}$ of $Nw\frac{1}{4}$ and $Ne\frac{1}{4}$ of $Sw\frac{1}{4}$, Sec. 7, T 8 S, R. 9 E and the Southern Timber & Naval Stores Company holding said tract through conveyance by said Wade having re-conveyed said land to the Trustees and requested said Trustees to convey to said company the $Ee\frac{1}{4}$ of $Ne\frac{1}{4}$ and $Ne\frac{1}{4}$ of $Se\frac{1}{4}$, Sec. 7, T 8 S, R. 9 E, in lieu of the land reconveyed, the Commissioner of Agriculture was directed to issue deed to said Southern Timber & Naval Stores Co., embracing $Se\frac{1}{4}$ of $Ne\frac{1}{4}$ and $Ne\frac{1}{4}$ of $Se\frac{1}{4}$ Sec. 7, T 8 S, R 9 E.

The account of the First National Bank of Tallahassee for Reed A. Bryan, agent, pay-rolls in re-drainage for the month of September, 1908, as follows: Everglades \$839.68, Okeechobee \$696.16, miscellaneous \$884.25, making a total of \$2420.09, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Oct. 12, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- B. E. McLin, Commissioner of Agriculture.

The General Counsel submitted his opinion in writing on the proposition of settlement proposed at the meeting held October 1st, 1908, on behalf of the United Land Company for the settlement of its claim for 347,753.02 acres of land referred to in the suit of the United Land Company vs. the Internal Improvement Fund, pending in the Circuit Court of the State of Florida in and for Dade County. The General Counsel being present and participating in the meeting of the Trustees during the further consideration of this proposition, the United Land Company being represented by N. P. Bryan and P. A. Vans Agnew, its attorneys. After consideration thereof, it was

Resolved, That the opinion of the General Counsel on the proposition submitted on behalf of the United Land Company, for settlement of its claim aggregating 347,753.2 acres referred to, be spread upon the minutes, as follows:

"Tallahassee, October 12, 1908.

Subject: Opinion of General Counsel—Proposition of settlement of suit, United Land Company vs. Trustees I. I. Fund.

*Trustees Internal Improvement Fund, State of Florida,
Tallahassee, Florida.*

Gentlemen:

Referring to the settlement of the claim of the United Land Company involved in its claim against the Trustees of the Internal Improvement Fund, instituted by bill in chancery to compel the Trustees to deed to said company as the successor of the Disston Land Company and the Atlantic and Gulf Coast and Okeechobee Land Company, said claim aggregating 347,900 acres, the subject of consideration at your meeting held in Tallahassee on the 2nd day of October, 1908, at which time the United Land Company was represented by its counsel, Hon. N. P. Bryan and Hon. P. A. Vans Agnew.

The status of the pleadings and the progress of the suit having been reported on at said meeting by me, as your counsel, and after some discussion of the general proposition and the advisability of considering a compromise of

said settlement and claim the matter was referred to me for further consideration and report. Since that time I have re-examined my former opinions relating to this claim, its legal status, which have heretofore been examined and reported in a somewhat comprehensive and general manner, all of which opinions are among your files and are easily accessible for use in further consideration of this proposition. My re-examination of the whole subject matter, including the legal status, rights of the claimants and matters therein referred to, have not changed my expressed views on the various points discussed, and the conclusion as therein stated appears to me to be fully justified by the facts and surrounding circumstances and the legal points sustained by the decision of the highest courts, which conclusions may be briefly stated to be in substance and effect:

First: That the contract between Mr. Disston and his associates and the Trustees of the Internal Improvement Fund of the State of Florida, which contemplates the reclamation of all the swamp and overflowed lands owned by the State or the Trustees of the Internal Improvement Fund, in the territory defined therein as lying east of Peace Creek and south of Township 24, containing 9,000,000 acres, with the further provision that the waters of Lake Okeechobee be permanently lowered, and that the lands in said territory be made fit for cultivation; and with the further provision that Mr. Disston and his associates might transfer their contract to a corporation to be organized by themselves.

Second: That under the provisions of said contract Mr. Disston and his associates by an act of the Legislature of the State of Florida incorporated themselves into the Atlantic and Gulf Coast and Okeechobee Land Company and entered into a written contract with the Trustees to perform the duties and obligations and conveyances of the former contract, which conveyances were accepted by the Trustees in writing and therein the substitution of the corporation for the former contracting parties was completed and recognized and approved by a resolution of the Trustees.

Third: That this is conclusive of the fact that the recent contract was not effective without the consent and approval in writing by the Trustees of the I. I. Fund.

Fourth: I find from investigation that no other contract or assignment with any person or corporation has been approved since by the Trustees of the Internal Improvement Fund. Therefore it is my opinion, as heretofore expressed, that the United Land Company has not been accepted as a party to the contract, neither was its immediate predecessor in title or claim accepted by the Trustees, and, therefore, it has no contract with the Trustees upon which to justify or sustain its claim as assignee; that the original contract, together with all of its supplements, modifications and concessions and agreements, is a continuing undertaking and contract, subject to all of the forfeitures and conditions therein contained, not expressly eliminated therefrom by the parties thereto in valid and legal form.

26 U. S. 243;

27 U. S. 531;

21 U. S. 64;

45 U. S. 265;

21 U. S. 589;

18 U. S. 527;

17 U. S. 768;

Contracts may generally be gathered from papers taken together as forming parts of transactions, if connected by reference from one to the other.

Salmon Falls Co. vs. Goddard, 14; *Howard*, U. S. 456;
Wallace 17, 106.

My report on the application of the United Land Company, dated September 1, 1905, for a deed to the lands claimed by the United Land Company aggregating 347,753.02 acres, rendered under date "Jacksonville, September 5, 1905" to you referred to in a more definite form and at greater length the contracts, resolutions of the Trustees, minutes of the Trustees, concerning deeds, reser-

22.—I. I.

tions, contracts and amendments thereto. Reports refer to an act of the Legislature, Chapter 3733 of 1887, compromises and contracts of August 1, 1888, between the Trustees and the Atlantic & Gulf Coast and Okeechobee Land Company, changed the payment for canal work for lands in alternate sections of lands on the basis of one acre to be deeded to the Drainage Company for each 25 cents that the Drainage Company expended in the drainage works; the filing of lists of lands, modifications of contract, surrender of bonds, accounts of the company presented by statements, among them being one, dated December 31, 1893, which appears to have been examined, verified and approved by the Trustees, Vol. 4, p. 261. Conveyances by the Company to the Trustees, December 13, 1893, of 68,821.77 acres; selection by the Company of 1,200,000 on May 9, 1894; and among other references to deeds, reports, applications for deeds, resolutions, minutes and other notices and communications therein stated and referred to, together with my views and opinion on the whole proposition, which is referred to and made a part thereof.

It may not be out of place here to call attention to the fact that this opinion on the subject of the United Land Company's claim, dated September 5, 1905, does not appear in the printed minutes of the Trustees.

LITIGATION.

Referring more particularly to the status of the litigation of the United Land Company vs. Trustees of the Internal Improvement Fund, in the Circuit Court of the 7th Judicial Circuit of the State of Florida in and for Dade County, and referring to and adopting my former opinion on this subject, under date of May 4, 1907.

PRESENT PROPOSITION FOR SETTLEMENT.

These views and opinions referred to may serve to convey to you my present opinion of the legal status of this claim. Referring more particularly to the question of the

settling of this claim and suit, I beg to advise that as a general proposition, it is advisable to settle such claims and suits as are presented by the United Land Company, and to remove such claims and appearances of cloud upon the titles to lands, especially of such large domain as this claim covers, that is if the same can be done within the reasonable consideration of the trust and duties devolving upon you in the management of the Internal Improvement Fund, and within the outlay, in lands or money, not exceeding in value the contemplated cost of litigation, covering, as this promises to do, a period of protracted litigation of at least four or five years. Upon such a basis and valuation I would recommend a settlement of said claim and suit.

Yours very truly,

W. S. JENNINGS,
General Counsel.

Resolved, 1st, That action on the proposition for settlement, as presented by the United Land Company as aforesaid, be deferred for further consideration.

Resolved, 2nd, That the application in writing presented by the United Land Company, August 1st, 1905, for deeds to 347,753.02 acres of land therein described be spread upon the minutes of the Trustees of the Internal Improvement Fund as follows:

"Hon. N. B. Broward,

*Chairman of Trustees of Internal Improvement Fund,
Tallahassee, Florida.*

Sir:

As attorney for the United Land Company, a corporation created, organized and existing under the laws of the State of Florida, hereinbelow is presented to you as the Chairman of the Trustees of the Internal Improvement Fund, the petition, request and demand of the said The United Land Company for a deed to it from the Trustees of the Internal Improvement Fund of 347,753.02 acres of land in the State of Florida.

On the 26th day of February, 1881, a certain contract was entered into by Hamilton Disston and others with William D. Bloxham, Governor, and others, as Trustees of the Internal Improvement Fund of the State of Florida, under the terms of which agreement said Disston and his associates agreed to reclaim by drainage the overflowed lands of the State of Florida, practicable to be reclaimed, which lay south of Township twenty-three (23) and east of Peace Creek in the State of Florida, of the lands belonging to the State of Florida or to the Trustees of the Internal Improvement Fund, which were then subject to overflow by Lake Okeechobee, the Kissimmee River, its branches and the lakes contiguous to said river, whose waters overflow into said river and lake and into the Caloosahatchee River, or other outlets, by cuts and canals; such lands as had been patented to the State of Florida as also those to be patented, were included in such agreement for drainage and reclamation, said lands to be rendered fit for cultivation by permanently lowering and keeping reduced the waters of said lakes and rivers. The said work was to be undertaken as in said agreement set forth, which is hereto attached, made a part hereof and marked Exhibit "A."

(See minutes of Trustees Vol. II, page 463)

On the 11th day of March, A. D. 1881, said contract was so modified as that the northern limit of said drainage area was reduced from Township twenty-three (23) to Township twenty-four (24) and Disston and his associates authorized to negotiate a transfer of their rights in said contract to a corporation, a copy of which modified contract is attached to said Exhibit "A."

(See Minutes Vol. II, page 471.)

On June 13th, A. D. 1881, and on March 16th, A. D. 1882, the original contract was further modified, as appears of record among the minutes of the Trustees of the Internal Improvement Fund, in that it was agreed that in the division of the lands earned by Disston and his associates, the odd numbered sections should be grant-

ed to Disston and his associates and the even numbered sections should be retained by the Trustees, reference being hereby specifically had to the minutes of said Trustees of said date

(See minutes Vol. II, page 503, and Vol III, page 126.)

On the 1st day of September, A. D. 1881, another agreement was entered into between the said parties, reciting the fact that Hamilton Disston and his associates had associated themselves as a corporation under chapter 3343, Laws of Florida, under the title of the Atlantic and Gulf Coast Canal and Okeechobee Land Company for the purpose of executing said original contract. Said agreement further reciting the assignment of Disston and his associates of their interests in the original contract to the said corporation under the terms of which agreement the Trustees agreed to accept said corporation in lieu of said Disston and his associates, as appears by copy of said agreement hereto attached and marked Exhibit "B" and made a part thereof.

(See minutes Vol. III, page 4.)

On October 30th, 1882, the western boundary of the Okeechobee drainage district was defined by resolution of the Board as follows: Commencing on Township line between twenty-five (25) and twenty-six (26) down the range line between twenty-seven (27) and twenty-eight (28) to line between township twenty-nine (29) and thirty (30), thence west along said line to line between ranges twenty-six (26) and twenty-seven (27) thence south on said range line to the line between Township thirty-two and thirty-three (32 and 33) thence east to range line between ranges twenty-seven (27) and twenty-eight (28), thence south on said range line to Township line between Township thirty-five (35) and thirty-six (36), thence west on said line to range line between twenty-six (26) and twenty-seven (27), thence south to Township line between forty (40) and forty-one (41), thence west on said line to range line between ranges twenty-five (25) and twenty-six (26), thence south on said line to Township line between

Township forty-one (41) and forty-two (42) and thence west to Charlotte Harbor, thence along the coast to the line between Township forty-five (45) and forty-six (46), thence east along said township line to range line between ranges twenty-six (26) and twenty-seven (27), thence south on said range line to the waters of the Gulf of Mexico.

(See minutes of Trustees Vol. III, page 180.)

On May 19th, 1883, the eastern boundary of the Okeechobee Drainage District was defined by resolution of the Board as follows :

Whereas, After the making of the contract of February 26th, 1881, between Hamilton Disston and other parties of the first part, and this Board, and after the substitution of the Atlantic and Gulf Coast Canal and Okeechobee Land Company as parties thereto in the place of said Disston and others, it was discovered that there are lands within the limits of the Drainage District lying east of the Kissimmee River and north and northeasterly of Lake Okeechobee, which are rendered unfit for cultivation by means of rainfall, instead of by the overflow of the said Lake Okeechobee and the lakes contiguous to said Kissimmee River, and whereas it was declared and understood that such lands should be considered and held to be within the purview of said contract, therefore it is

Resolved, That said lands so rendered unfit for cultivation by rainfall are declared to be within the terms and provisions of said Drainage District contract.

Resolved. That the following is declared to be the eastern boundary of said drainage district, to wit :

Beginning at a point where the township line between townships twenty-four and twenty-five intersects the range line between ranges thirty-two and thirty-three, thence south on said range line to where it is intersected by the township line between townships twenty-six and twenty-seven, thence east along said range line to the township line between townships twenty-seven and twenty-eight, thence

east along said township line to the range line between ranges thirty-four and thirty-five, thence south along said range line to the township line between townships twenty-eight and twenty-nine, thence east along said township line to the range line between ranges thirty-five and thirty-six, thence south along said range line to the township line between townships thirty and thirty-one, thence east along said township line to the range line between ranges thirty-seven and thirty-eight, thence south on said range line to the township line between townships thirty-two and thirty-three, thence east along said township line to the range line between ranges thirty-eight and thirty-nine, thence south along said range line to the township line between townships thirty-four and thirty-five, thence east along said township line to the dividing line between sections three and four of township thirty-five of range thirty-nine, thence south along said line to the south boundary of said township, thence east to the range line between ranges thirty-nine and forty, thence south to the township line between thirty-eight and thirty-nine, thence east along said township line to the range line between ranges forty and forty-one, thence south along said range line to the township line between townships forty and forty-one, thence east along said township line to the range line between ranges forty-one and forty-two, thence south along said line to the township line between townships forty-seven and forty-eight, thence west along said township line to the dividing line between sections three and four of township forty-eight, of range forty-one, thence south on a line dividing equally townships forty-eight, forty-nine, fifty, fifty-one, fifty-two and fifty-three of range forty-one, and from the point where said line intersects the south boundary of township fiftythree of range forty-one, west along said township line to the dividing line between sections two and three of township fifty-four of range forty, thence south to the south boundary of said township, thence west along said township line to the range line between ranges thirty-nine and forty, thence south on said range line to where it is intersected by the line between sections one and twelve of township fifty-five, range thirty-

nine (39), thence west on said section line to the northwest corner of said section twelve, thence south along the section line to the southeast corner of section fourteen thence west along the section line to the western boundary of township fifty-five, range thirty-nine, thence south to the southeast corner of section thirteen of township fifty-six, range thirty-eight, thence west along the dividing line between sections thirteen and twenty-four in township fifty-six, range thirty-eight, to the northwest corner of section twenty-one of said township, thence south to the south boundary of township fifty-seven, range thirty-eight, thence east along said township line to Biscayne Bay.

(See minutes of Trustees Vol. III, page 288 et seq.)

In strict accordance with the terms of said contract before referred to, the Atlantic and Gulf Coast Canal and Okeechobee Land Company entered upon considerable work outlined in the contract and proceeded to a full performance of the same. Its operations were so successful and satisfactory to the Trustees of the Internal Improvement Fund that during the years 1883 and 1884 the said Trustees conveyed to the said The Atlantic and Gulf Coast Canal and Okeechobee Land Company, under the said contract and within the limits of said drainage area, a total of 1,174,943.16 acres. Of this acreage of lands 207,614.58 acres were conveyed in one deed numbered 12869; 900,305 in one deed numbered 12,933 and 25,593.09 acres in one deed numbered 12,955. The balance of said acreage was conveyed in a number of deeds in small tracts made to various parties direct by the Trustees at the request of the said company.

(See minutes of Trustees Vol. III, page 515.)

Notwithstanding, however, the success of the drainage operations undertaken by the said drainage company and notwithstanding the faithful performance of the said drainage contract, certain complaints arose and criticisms were uttered against the said drainage company, which attracted the notice of the legislature of said State and caused a certain amount of friction between the Company

and he Trustees of the Internal Improvement Fund, the situation culminating in the passage of Chapter 3788 of the Laws of Florida by the Legislature of 1887, under the provisions of which the said Trustees were authorized to make an amicable adjustment of the differences in the conveying of lands and to make a settlement of the differences which had arisen and further empowering the said Trustees to make or arrange a compromise in reference thereto as they might deem best to secure and protect the interests of the State and the Internal Improvement Fund, as well as the prompt and vigorous prosecution of the work of drainage and reclamation.

Pursuant to the provisions of said act, a compromise was effected by the Atlantic and Gulf Coast Canal and Okeechobee Land Company and the Trustees on the 1st day of August, A. D. 1888, a certain contract was entered into between the Trustees and said Company, citing the provisions of the act and the fact that a compromise had been effected and reciting further that this contract then entered into took the place of any and all contracts heretofore made between the Trustees and said Company. Under the terms of this contract it was agreed that the drainage reserve of said Company should be reduced so as to secure to said Company a total acreage of 2,000,000 acres, including lands theretofore conveyed the said Company to be selected by the said Company in a body as near as might be of alternate sections within the reserve heretofore held for said Company, under the contract with the Trustees such selections were to be filed by the drainage company with the Trustees within ninety days (subsequently extended, see Minutes Vol. III, page 517) after the execution of the contract, the Trustees agreeing to hold lands so selected in reserve for the drainage company for the purposes and according to the terms of the contract then entered into. It was further agreed that the drainage company would release to the Trustees all the lands theretofore held in reserve for it which other lands were estimated at 4,000,000 acres, the said release to take effect as soon as the selection of lands for the reduced reserve was filed with the Trustees by the Drainage Company;

and it was further agreed that in consideration of the release by the Trustees of all claims upon the lands therefore conveyed to the Drainage Company that the said The Atlantis & Gulf Coast Canal and Okeechobee Land Company should expend in the work of drainage and reclamation the sum of \$125,000.00 less the sum of \$55,000.00 already expended by it upon such work and that upon the completion of such expenditure the Trustees should execute such release to the Drainage Company and that such expenditure would be made at the rate of \$40,000 the first year and the balance within two years after date, provided, however, that it should be optional with the Company to give bond conditioned upon such expenditure and that upon the giving of such bond the Trustees would execute the release aforesaid; it was further agreed that in the drainage and reclamation of the lands to be left in reserve for it the Company should expend the sum of \$206,264 in such a manner as that there would not be expended less than \$40,000 in each year when taken in connection with the expenditure above mentioned. In consideration of which expenditure, it was agreed that the Trustees would convey to the said Company so much of the lands to be selected and reserved as aforesaid, as would be earned by the Company at the rate of one acre of land for each 25 cents of expenditure, subject to a forfeiture clause and to said conditions therein more fully setforth. It was estimated that, all told, the Drainage Company would secure a total of 2,000,000 acres of land and that the expenditure should in the matter of economy and bona fides be subject to verification by and approval of an engineer to be appointed by the Trustees.

A copy of said contract is hereto attached, marked Exhibit "C" and made a part hereof for fuller and more complete determination of the terms thereof.

(See Minutes Vol. III. Page 501.)

In accordance with the terms of said contract the drainage company filed with the Trustees on the 1st day of December, A. D. 1888, its list of the odd numbered alternate sections within its drainage reserve as selected by it com-

prising an estimated approximate acreage of 1,198,436 acres, a copy of which said list is hereto attached marked Exhibit "D," and made a part hereof.

(See Minutes Vol. III., Page 520.)

On the 1st day of May, A. D. 1889, the Trustees upon request of the drainage company by resolution of said date modified the contract marked Exhibit "C" in the following particular: That by reason of the drainage work having been retarded by the yellow fever epidemic prevalent in the State of Florida, the company should be allowed to spend in the second year an additional amount equal to the deficiency that might be found unexpended in the first year and further that the company be authorized to expend not exceeding \$25,000 of the contract expenditure in the cutting of a canal from Township Twenty-four, south of Range Thirty east, to drain in a northerly and easterly direction into the St. Johns River for the purpose of relieving the lands in the vicinity of Kissimmee and Lake Tohopekaliga of the waters that drain south from said northern tier of townships.

(See Minutes Vol. IV., Page 26.)

On the 18th day of May, A. D. 1889, the said drainage company executed and delivered and the said Trustees accepted the bond of the said company with two good and sufficient sureties in the sum of \$125,000, conditioned according to the terms of said contract marked Exhibit "C," said bond being the bond referred to therein. On said date the Trustees made, executed and delivered unto the said company a certain deed of conveyance confirming all conveyances by the Trustees to the said drainage company of lands theretofore granted to the company under the three deeds above mentioned and numbered respectively 12869, 12955 and 12933, the said deed of confirmation being the release referred to in said contract marked Exhibit "C."

(See Minutes Vol. IV., Pages 30 and 32.)

On the 31st day of December, A. D. 1893, the said drainage company had fully and faithfully performed each and all of the several conditions of the said contract executed August 1st, 1888 marked Exhibit "C" and as modified by the resolution subsequently passed on its part to be performed, having economically and in good faith expended in course of work within the drainage area the entire sum specified in the said contract and moreover had expended in the prosecution of its said work the sum of \$27,154.58 in excess of the requirements of said contract having been led to believe on various occasions by the said Trustees that they would at a proper time extend the said contract on similar terms and having further been led to believe that for each 25 cents of such sums expended in excess of the contract the Trustees would convey to it an acre of additional land embraced within the drainage area. And on said date the drainage company submitted to the Trustees a statement of its expenditures on account of the said drainage contract showing the total expense of \$233,210.53, a copy of which account is hereto attached marked Exhibit "E" and made a part of this bill. It will be seen that of the said sum of \$233,210.53, only the sum of \$206,056.00 was the total sum required under the contract to be expended and the remainder, amounting to \$27,154.58, was a sum so spent in excess of the required amount as above stated.

On the 10th day of January, A. D. 1894, the said accounts of expenditure having been first duly examined in the matter of economy and bona-fides and verified and approved by the Trustees as appears of record in the following resolution adopted by the said Board, "*Resolved* that the accounts submitted by the Atlantic and Gulf Coast Canal and Okeechobee Land Company to December 31st, 1893, be, and the same are hereby approved, and that the company having complied with their contract that 825.056 acres of land be conveyed to said company of its selections, the State having received United States patents for the same," the said drainage company became entitled to

the conveyance by deed to it of all the lands that had not theretofore been conveyed to it of the 2,000,000 acres guaranteed to it under the terms of the said drainage contract.

(See Minutes Vol. IV., Page 261.)

It should be said, however, that on the 13th day of December, A. D. 1893, the Drainage Company, at the request of the Trustees, made, executed and delivered to the Trustees a deed embracing 68,821.77 acres of land situate in Lee County within the limits of the drainage area and that on the 29th day of March, 1894, the Trustees, in consideration of the said conveyance, passed a resolution reciting said deed in full and authorizing the said company to select a similar acreage of lands then patented and thereafter to be patented to the State, lying and being within the drainage district and agreeing that when said lands should be selected and so patented, that the salesman would prepare deeds to the said company of the said lands to be conveyed to the said company by the Trustees.

(See Minutes Vol. IV., Page 269.)

On the 9th day of May, A. D. 1894, the Trustees by resolution notified the Drainage Company to select from the 1,200,000 acres reserved for said company the lands to which it was entitled at the earliest practicable period and further requiring the company to notify the Board within 30 days of 100,000 acres of land which it had previously been agreed the Drainage Company should release from its reserve.

(See Minutes Vol. IV., Page 274.)

On the 8th day of June, A. D. 1894, in accordance with said resolution the said Drainage Company filed with the Trustees its list of the lands to be released by it according to agreement amounting to 35,200 acres of land, which added to the acreage embraced in the deed covering the 68,821.77 acres of land in Lee County, as shown by deed executed on the 13th day of December, 1893, as aforesaid,

aggregated a total of 104,021 acres thus released by the company to the Trustees, according to their request. On the same day the Drainage Company filed with the Trustees under said drainage contract of August 31st, 1888, and in accordance with the resolutions of May 9th, 1894, its list of lands embraced within the drainage area held in reserve in said tract for it and then selected by it, a copy of which said list is hereto attached marked Exhibit "F" and made a part hereof. (See Minutes Vol. IV., page 283.) This list shows a total of 1,027,215 acres still held in reserve for said Drainage Company under the said contract as made on August 1st, 1888, and as modified as hereinbefore set forth.

On the 26th day of February, 1885, the said Trustees agreed by resolution as appears of record among their minutes (see Minutes Vol IV., page 306), to convey to the said company all the patented lands in its reserve to which it was entitled under the drainage contract and provide that the said company might release any portion of the patented lands to which the said Drainage Company was entitled and, in lieu thereof receive lands from the unpatented lands in its territory when the patents should be issued therefor, the said Trustees further agreeing that the conveyance should be made by them to the Drainage Company on the 15th day of March, 1895, or as soon thereafter as the deeds could be prepared, and that the deeds should embrace the patented lands in the company's possession to which it was entitled or so much thereof as had not been previously released to the Trustees by the Drainage Company.

On the 21st day of March, 1895, in accordance with the last above mentioned resolution, the Trustees, at the request of the Atlantic & Gulf Coast Canal and Okeechobee Land Company made and executed on account of the Disston Land Company under the terms of said drainage contract, five deeds containing a total acreage of 541,794.03 acres, the said deeds being numbered as follows: 15,030, 15,031, 15,032, 15,033 and 15,034. These lands lay

respectively in DeSoto, Lee, Osceola and Brevard Counties, and were within the boundaries of the drainage area and a part of the lands owing to the said Atlantic & Gulf Coast Canal and Okeechobee Land Company and to which it was entitled under the terms of the drainage contract which had been approved and accepted by the Trustees of the Internal Improvement Fund. These five deeds, as will be shown from an examination of them, contained lengthy recitals fully setting forth the terms of the original contract, and the report of the engineer made pursuant hereto and of the Act of the Legislature of 1887, being Chapter 3788 of the Laws of Florida, as above stated, and of the drainage contract marked Exhibit "C," specific and especial attention of your Excellency and the other Trustees of the Internal Improvement Fund is called to the recitals contained in the said deeds in order that it may be shown that time and again the bona-fides of the claim of the said Drainage Company was approved and the report of H. S. Duval, Chas. H. Hopkins and J. M. Dancy, agents of the Trustees, were approved. The said deeds were delivered to the Disston Land Company upon the request of the said The Atlantic & Gulf Coast Canal and Okeechobee Land Company on the 9th day of June, 1898.

After the execution of said five deeds the amount of land still remaining in said drainage area in the tract aforesaid was 633,550.43 acres, as shown by the list of lands hereto attached marked Exhibit "G." and made a part hereof. This fact is referred to to show your Excellency and the other Trustees that there is sufficient land in said drainage area out of which to deed the balance due under said contract.

The amount of lands now due under the said contract, agreements and resolutions as hereinbefore set forth and within the drainage area amounts to 347,753.02 acres, according to the former statement of acreage here given, to wit:

	Acres.
Total deeded in 1883 and 1884.....	1,175,303.16

Deeded to Disston Land Company.....	1,922.40
	640.80
	644.40
<hr/>	
Amounting to	1,178,510.76
Less 360 acres doubly conveyed in 1884.....	360.00
Leaving	1,178,150.76
Less deeded back to the State in Lee County.	68,821.77
<hr/>	
Net received from State up to 1898.	1,109,328.99
Deeded in 1895, delivered in 1898—net.....	542,917.99
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Making total deeded.....	1,652,246.98
Now due from Trustees in 1905.....	347,753.02
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Sum total	2,000,000.00

On the 12th day of April, 1894, the said The Atlantic & Gulf Coast Canal and Okeechobee Land Company by deed bearing said date, numbered 253, conveyed to the Disston Land Company all its right, title and interest of, in and to the lands due or to become due to it under the above recited drainage contract.

On the 20th day of April, 1894, the Disston Land Company mortgaged the said lands to the Columbia Avenue Savings Fund, Safe Deposit, Title and Trust Company of Philadelphia.

This mortgage was afterwards foreclosed in the Circuit Court for the Seventh Judicial Circuit of Florida, in and for the County of Osceola, in the Chancery side of the Court and pursuant to a final decree entered in said cause the lands were conveyed by John M. Lee, as Master in Chancery, under said foreclosure suit and sold to Reginald S. Huidekoper. On the 1st day of June, 1901, said Reginald S. Huidekoper conveyed said lands by deed bearing said date to the United Land Company, a corporation created, organized and existing under the laws of

the State of Florida, in whose name and as whose attorney demand is herein and hereby made for said lands.

By reason of the said several conveyances, contracts, etc., herein set up, the United Land Company is the lawful owner of the right, title and interest of the Atlantic & Gulf Coast Canal and Okeechobee Land Company of, in and to the lands still due under the said drainage contract amounting to, as aforesaid, 347,753.02 acres of land and the said The United Land Company is entitled to select the said acreage of land from the 633,550.43 acres of land still held in reserve under said contract within the limits of said drainage area.

It is my understanding that patents to said lands have been issued to the State of Florida and are held by the Trustees of the Internal Improvement Fund, consisting of yourself, A. C. Croom as Comptroller, W. V. Knott as Treasurer, W. H. Ellis Attorney General and B. E. McLin Commissioner of Agriculture of the State of Florida, as Trustees of the Internal Improvement Fund of the State of Florida.

It is inconceivable to me how a plainer, more equitable or legal right could exist in any one than now exists in the United Land Company to have the said number of acres of land to which it is entitled deeded to it and it is not believed that the Trustees of the Internal Improvement Fund of the State of Florida will refuse to make deeds therefor to the United Land Company when they become familiar with the rights of the said company in the premises and as said before, in their name and in their behalf and as their attorney demand for said lands is herein and hereby made.

P. A. VANS AGNEW,
Attorney for the United Land Company.

EXHIBIT "A."

Articles of agreement made and entered into this, the 26th day of February, A. D. one thousand eight hundred and eight-one, by and between Hamilton Disston, William 23.—I. I.

H. Wright and Witt H. Drake of the City of Philadelphia, in the State of Pennsylvania, William C. Parsons of Arizona, Albert S. Linderman of the City of Philadelphia, aforesaid, and Ingham Coryell of the State of Florida, parties of the first part; and William D. Bloxham, Governor of Florida, George P. Raney Attorney General, Hugh A. Corley Commissioner of Lands and Immigrations, Walter Gwynn Treasurer and Wm. D. Barnes Comptroller of said State and ex-officio the Trustees of the Internal Improvement Fund of the State of Florida, of the second part witnesseth:

That the parties of the first part, for themselves, their heirs, executors, administrators jointly and severally agree, and bind themselves, at their own expense and charge, to drain and reclaim by draining, all overflowed lands in the State of Florida practicable and lying south of Township Twenty-three and east of Peace Creek, belonging to the State of Florida or said Internal Improvement Fund, now subject to overflow by Lake Okeechobee, the Kissimmee River and its branches, and the lakes contiguous to said river or into Lake Okeechobee or into the Caloosahatchie River or Miami River or other outlets by cuts and canals, including both those already patented, as well as those which may hereafter be patented to said State by the United States, the said lands to be reclaimed and drained, and rendered fit for cultivation, by permanently lowering and keeping reduced the high water level of said river, and by thus lowering the waters of said lake, creating an increased current in said river, and by the increased current thus created, causing the bed of said river to cut or wash out; and by these means, and by cutting off bends in said river to further increase the current of said river, and permanently confine the water flow of said river within its natural banks, and thereby effectually and permanently prevent the overflow of the banks, it being understood AND AGREED THAT THE DRAINAGE, REDUCTION OR LOWERING OF THE WATERS OF LAKE OKEECHOBEE, may be made by

a series of canals or cuts from the waters of said lake to the Caloosahatchie River on the west, and by cuts or canals from said lake eastwardly to the waters of the St. Lucie or other available points and also by cuts or canals southwardly to some stream or streams through the Everglades, and also by cuts or canals on the southeast side of the Everglades to the Miami River, and to any small streams heading or rising in the Everglades.

Provided, however, that no canals or cuts shall be made, dug or constructed, unless the same be necessary to reduce the waters of said Lake Okeechobee, to effect the said object of drainage and permanently reclaiming said lands. It is expressly understood and agreed that the work and enterprise of making and constructing such cuts and canals and of doing whatever may be proper or necessary to effect the drainage and reclamation, and rendering fit for cultivation of said lands, is to be begun, carried on and continued, and prosecuted under the experienced civil engineer to be provided, maintained and paid by the said parties of the first part, and that the said parties of the first part are to have the right to throw up embankments, make and construct sluice ways, and dikes and cuts and canals in, on and through all lands, or any of said lands of the State of Fund and to use any timber or earth or stone or other material on said lands, belonging to said State or Fund.

The parties of the first part further agree that they will within ten days from the execution and delivery of these presents deposit with B. C. Lewis & Sons, Bankers, at Tallahassee, the sum of \$5,000.00, to be held by them subject to the joint order of Hamilton Disston, on the part of the parties of the first part and the Treasurer of the Board of Trustees of the Internal Improvement Fund on the part of the second part to be forfeited to the parties of the second part absolutely, if the said parties of the first part shall fail to perform the covenants herein or any of them, and that within ninety days from such execution and delivery they will commence by suitable and competent engineers, and will prosecute and finish with-

out delay, a thorough survey of levels, for ascertaining and determining what portion of and in what manner said lands can be drained that upon the report of such survey being received and within six months of the signing of these articles, the said parties of the first part will put into the actual work of excavation within the limits of said territory, and maintain at regular work thereon, a force of men and machinery, as shall not at any time thereafter be less than equal to the labor of one hundred men, until the completion of said work. The parties of the second part for themselves and their successors in office, do agree and bind themselves and their successors in the administration of said trust that they will, and their successors shall pay, give, grant, transfer and deed the alternate sections of land belonging to the State or to their fund (not including school land), now patented, or that may be hereafter acquired, within the limit of this contract, which may be reclaimed and thus rendered fit for cultivation, such lands to be conveyed in such quantities and at such times, as may be justified by the progress of the work and which is equitable and just to the said parties hereto—it being mutually agreed that the policy of the Board of Trustee will at all times be such as not to pay in excess of the work done and yet to such extent, and at such times as will facilitate and aid the faithful performance of the covenants of the parties of the first part, provided, however, that no lands or compensation shall be conveyed or payable to said parties of the first part until some considerable quantity of lands not less than two hundred thousand shall have been reclaimed. It is further agreed by the parties hereto that the association of F. A. Hendry, Jacob Summerlin, James Evans, Ziba King, J. J. Blount, M. W. Hendry, H. A. Parker and S. G. Thorp, with the parties of the first part as representatives of such interest in the covenants of these presents as may be agreed upon with the said parties of the first part, will be approved of and by the parties of the second part.

It is further understood and agreed that all work shall be done in a substantial and first-class manner, and that time is to be considered as the essence of this contract, both as to the making of the deposit of five thousand dollars, and for commencing and completing the survey of levels for ascertaining and determining the portion of and in what manner said lands can be drained, and for commencing the actual work of excavation within the limits of said territory with the force of men and machinery, not less than equal to the labor of one hundred men, and that on failure to do either or any of said things, within the time it is stated they are to be commenced, then said five thousand dollars shall become and be the property of said Trustees and this contract shall be otherwise void. This contract is not to be construed as applicable to the school lands in said territory.

In testimony whereof the parties of the first and second part have hereunto set their hand. The parties of the second part have attached thereto their seal of office at Tallahassee on the 31st day of January, A. D. 1881, and of the first part their seals at the place and dates hereunder designated, signed in duplicate.

W. D. BLOXHAM, Governor.

W. D. BARNES, Comptroller.

WALTER GWYNN, Treasurer.

GEO. P. RANEY, Attorney General.

HUGH A. CORLEY, Commissioner of Lands
and Immigration

HAMILTON DISSTON (Seal).

INGHAM CORYELL (Seal).

ALBERT B. LINDERMAN (Seal).

WHITFIELD H. DRAKE (Seal).

W. C. PARSONS, Per Hamilton Disston. His
Attorney in Fact.

WM. H. WRIGHT, Per Hamilton Disston. His
Attorney in Fact.

Whereas, The Articles of Agreement for the reclamation of the lands overflowed by the waters of Kissimmee River and its tributaries and Lake Okeechobee, heretofore signed by the Trustees of the Internal Improvement Fund and transmitted for the signatures of Hamilton Disston and others, has been returned to the Trustees with certain suggestions and requests for the modification and amendment of said Articles of Agreement, therefore be it resolved by the Board of Trustees of the Internal Improvement Fund of the State of Florida, that the following provisions, modifications and amendments of the Articles of Agreement heretofore signed by said Trustees are adopted as part and parcel of said Articles :

1--*It is Provided* That the contract is not to be binding upon the parties of the second part until it shall have been signed by Hamilton Disston and William H. Wright.

2--*It is Provided Further*, That the words "Twenty-three," in the first clause of said contract shall be read and construed as "twenty-four."

3--*It is Further Agreed*, That if the parties of the first part, or they and such persons as they may associate with them, shall become incorporated under the laws of this State, then the body corporate so incorporated and constituted may take the place of the said parties of the first part, and be entitled to all the rights and powers, and shall be subject to all the obligations, covenants and conditions of this contract.

4--*It is Further Understood and Agreed*, That should there at any time be a failure upon the part of the parties of the first part, for the period of sixty days, to prosecute said work, or, in other words, should said parties of the first part omit for said period to carry on the work as contemplated by this instrument, then the said parties of the second part, and their successors, shall also have the right to terminate and annul the contract, by notice served upon the parties of the first part, or published in

a newspaper in Tallahassee for the period of thirty days. Such annulment, however, shall not affect the right of said parties of the second part to hold and have or retain said five thousand dollars as forfeited to them.

5—*It is Further Agreed and Understood*, That no interruption of work by high water, storms, breaking of machinery, epidemics, sickness or disease, or other providential interference shall continue, or for and during such time as may be reasonably necessary for repairing machinery or during the period for which any such accident may interrupt such work.

6—*It is Further Agreed and Understood*, That after the permanent reclamation of two hundred thousand acres of land, and the approval thereof by the parties of the second part, or their successors, the said parties of the first part shall have the right to withdraw the five thousand dollars.

7—*It is Further Understood and Agreed*, That the deposit of the five thousand dollars may be made with the Treasurer of the State, as such Treasurer, instead of with B. C. Lewis & Sons.

8—*It is Further Understood*, That this contract is made by the respective parties hereto with full knowledge of the legislation of the General and State Governments in references to this Fund, and of the acts, resolutions and previous contracts of the Board of Trustees of the Internal Improvement Fund in relation to the drainage and reclamation of lands by contracts made with any persons and corporations.

I, Hugh A. Corley, Secretary of the Board of Trustees of the Internal Improvement Fund of the State of Florida do hereby certify that the foregoing is a true copy of a

resolution adopted by said Board at a meeting held on the tenth day of March, eighteen hundred and eighty one.

(Seal) In testimony whereof I have hereunto set my hand and affixed the seal of the Florida State Land Office, at the Capitol, in the City of Tallahassee, State of Florida, on this, the eleventh day of March, A. D. eighteen hundred and eighty-one.

HUGH A. CORLEY, Secretary Board Trustees I. I. Fd. of Florida.

I hereby certify that the above and foregoing is a true and correct copy of the original now in my official custody.

(Seal) Given under my hand and the official seal of the Board of Trustees of the Internal Improvement Fund of the State of Florida, this, the 29th day of April, A. D. 1902.

(SIGNED) W. M. McINTOSH, JR., Secretary Board of Trustees I. I. Fund of Florida.

EXHIBIT "B."

Whereas, A contract was made between Hamilton Diston, William H. Wright, Whitfield H. Drake and Albert Linderman of Philadelphia, Pennsylvania, William C. Parsons of Arizona and Ingham Coryell of Florida, of the first part and William D. Bloxham, Governor of Florida, George P. Raney, Attorney General, Hugh A. Corley, Commissioner of Lands and Immigration, Walter Gwynn, Treasurer and William D. Barnes, Comptroller of said State, ex-officio, the Trustees of the Internal Improvement Fund of the State of Florida of the second part dated February twenty-sixth, eighteen hundred and eighty one, for the reclamation and drainage of certain lands in the State of Florida, in said contract specified.

And Whereas, By the terms of a certain supplement to said contract it was provided "that if the parties of the first part or they and such persons as they may associate with them shall become incorporated under the laws of this State (Florida) then the body corporate, so incorporated and constituted may take the place of said parties of the first part and be entitled to all the rights and powers and shall be subject to all the obligations, covenants and conditions of this contract."

And Whereas, Since the making of said contract and of said supplement thereto the parties of the first part to said contract and their associates have become incorporated under the provisions of an act of the Legislature of the State of Florida and have organized a corporation under the name of "The Atlantic and Gulf Coast Canal and Okeechobee Land Company," for the purpose of executing said contract according to the provisions thereof.

And Whereas, Said Hamilton Disston, Wm. H. Wright, Whitfield H. Drake, Albert S. Linderman, William C. Parsons and Ingham Coryell have by a certain writing dated twentieth day of July eighteen hundred and eighty-one, sold, assigned, transferred and set over to he said The Atlantic and Gulf Coast Canal and Okeechobee Land Company said contract and all their rights, privileges and franchises under said contract with said Internal Improvement Fund Board, and said corporation has accepted the same and has agreed to execute and perform said contract subject to the conditions, covenants, limitations and restrictions therein contained.

And Whereas, Said Trustees of the Internal Improvement Fund Board of the State of Florida are willing to accept said The Atlantic and Gulf Coast Canal and Okeechobee Land Company as the contracting party of the first part in said contract above recited in the place and stead of said several parties of the first part therein mentioned, and to that end, by resolution of said Board passed of the fifteenth day of July, eighteen hundred and eighty-one,

did order and direct the execution of an agreement by said Board to that effect.

Now, therefore, know all men by these presents, that we, William D. Bloxham, Governor of the State of Florida, George P. Raney, Attorney General, Hugh A. Corley, Commissioner of Lands and Immigration, Walter Gwynn, Treasurer and William B. Barnes, Comptroller of said State, ex-officio, the Trustees of the Internal Improvement Fund of the State of Florida, as well in consideration of the premises as of the sum of one dollar to us in hand paid by The Atlantic and Gulf Coast Canal and Okeechobee Land Company, the receipt whereof is hereby acknowledged, and in pursuance of said resolution of said Board above recited, do hereby for ourselves our and each of our successors in said trust covenant and agree with the said Atlantic and Gulf Coast Canal and Okeechobee Land Company, to accept the said Atlantic and Gulf Coast and Okeechobee Land Company as party of the first part to said contract above recited, the same to be observed, performed and kept by said corporation in the same way and manner and subject to the same conditions, covenants, restrictions and limitations as are therein contained and prescribed for said Hamilton Disston, William H. Wright, Whitfield H. Drake, Albert B. Linderman, William C. Parsons and Ingham Coryell to observe, perform and keep.

And further that said The Atlantic and Gulf Coast Canal and Okeechobee Land Company shall be entitled to the same rights, benefits, advantages, privileges and franchises upon performance of said contract by said company as the parties of the first part therein were, are, could or should be entitled to had said contract been executed and performed by said parties of the first part thereto.

And the said, The Atlantic and Gulf Coast Canal and Okeechobee Land Company for itself and its successors, in consideration of the premises hereby covenants and agrees with said the Trustees of the Internal Improve-

ment Fund of the State of Florida, and their successors that it will accept said contract above recited and observe, perform and keep all and every of the stipulations, covenants and agreements therein contained and by said parties of the first part therein mentioned, to be observed, performed and kept subject to all the restrictions, limitations and conditions in said contract set forth.

In witness whereof said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and seals, and said The Atlantic and Gulf Coast Canal and Okeechobee Land Company has caused its common seal to be set hereto, attested by its President, the third day of August, eighteen hundred and eighty-one. Sealed and delivered in the presence of

Benjamin Harris Brewster (Seal) W. S. Stokley,
to Signature of W. S. Stokley, Prest President.

Attest:

WM. CULBERTSON, Secretary.

W. D. BLOXHAM, Governor (Seal).

GEO. P. RANEY, Attorney General (Seal).

W. D. BARNES, Comptroller (Seal).

HENRY A. L'ENGLE, Treasurer (Seal).

Trustees of the Internal Improvement Fund.

Signed, sealed and delivered in our presence by the Trustees I. I. Fund, Sept. 1st, A. D. 1881.

W. M. McINTOSH,
ORMOND CHAIRES.

I hereby certify that the above and foregoing is a true copy of the original now in my official custody.

Given under my hand and the official seal of the Board of Trustees of the Internal Improvement Fund of the State of Florida, this, the 29th day of April, A. D. 1902.

(SIGNED) W. M. McINTOSH, JR.,
Secretary Board of Trustees I. I. Fund of Florida.

EXHIBIT "C."

Whereas, The Trustees of the Internal Improvement Fund of Florida, were directed by the Act of June 2d, 1887, Chapter 788, to make an amicable adjustment, if it could be had, of the difference between the State and Trustees and The Atlantic and Gulf Coast Canal and Okeechobee Land Company, concerning the drainage and reclamation of certain lands heretofore conveyed by such Trustees to said company, and reported by a commission appointed by the Governor, in pursuance of the Act of February 16th, 1885, Chapter 3639, as not having been drained and reclaimed, and said Trustees having been specially authorized and empowered by said first mentioned Act to make any such settlement, arrangement, contract or compromise in the premises as they may deem best to secure and protect the interest of the State and the Fund, as well as the prompt and vigorous prosecution of the work of drainage and reclamation, and said Trustees and said company being desirous of making such a settlement as will secure those ends, adjust past differences and prevent the same from arising in the future, the said Atlantic and Gulf Coast Canal and Okeechobee Land Company and E. A. Perry, Governor of the State of Florida, W. D. Barnes, Comptroller, E. S. Crill, Treasurer, C. L. Mitchell, Commissioner of Lands and Immigration, and C. M. Cooper, Attorney General of said State as Trustee of the Internal Improvement Fund of Florida, for themselves and their successors, in consideration of the premises and the agreements hereinafter specified, as well as the large expenditures in drainage and reclamation, heretofore made by said company, have made and entered into the following compromise and contract, which is to take the place of any and all contracts and agreements heretofore made between said Trustees and said company:

1—The drainage reserve of said company shall be reduced so as to secure to said company a total acreage of two million acres, including lands heretofore conveyed

to said company, to be selected by said company in a body, as near as may be, of alternate sections, within the reserve heretofore held for said company under its contract with such Trustees, such selection to be filed by said company with said Trustees within ninety days after the formal execution of this contract; and said Trustees shall hold the lands so selected in reserve for said company for the purposes and according to the terms of this contract. Said company releases to said Trustees all other lands heretofore held in reserve for it, which other lands are estimated at four million acres, this release to take effect as soon as the selection of lands for the reduced reserve has been filed with the said Trustees by said company as aforesaid.

II—As a compromise and adjustment of the differences between the said company and the State and Trustees as to lands heretofore conveyed by the Trustees of the Internal Improvement Fund to said company, to any person on its account, said company agrees, in consideration of the release of any and all claims of said Trustees on said heretofore conveyed lands, to be executed as hereinafter specified, that said company will expend in drainage and reclamation, with the approval of such Trustees, as hereinafter provided, the sum of one hundred and twenty-five thousand dollars, less the sum of moneys expended by said company in the work of drainage and reclamation since the report of said commission, which expenditure is estimated, up to July 1st, 1888, at fifty-five thousand dollars; and said Trustees agree that, in consideration of such expenditure, the Trustees of the Internal Improvement Fund will, when such total expenditure is so made, execute such release to said company; not less than forty thousand dollars of such expenditure on this account to be made by said company in the first year of twelve calendar months after the formal execution of this contract, and the total of said sum to be expended within two years after said formal execution hereof. Provided, however, that if the said company shall

at any time give bond with sureties to said Trustees, satisfactory to the said Trustees, conditioned for the expenditure of the remainder of the said sum of one hundred and twenty-five thousand dollars, which shall then remain unexpended, in accordance with the terms of this contract providing for such expenditure the said Trustees will thereupon execute and deliver the said release to said company. Nothing herein contained is to be construed as an acknowledgement by said company that said lands have not been drained and earned by it, nor, if said company fails to perform this article of this contract, shall said Trustees be deemed to have waived any right or claim they have had heretofore to said lands.

III.—Said company further agrees to expend in drainage and reclamation of the lands which shall be selected and reserved for it as aforesaid, with the approval of said Trustees as hereinafter provided, the sum of two hundred and six thousand two hundred and sixty-four dollars, which is to be so expended that, with the expenditure provided for in the second article hereof, there shall be an expenditure in the prosecution of the work of not less than forty thousand dollars in each year after the formal execution of this contract. In consideration of which expenditure, said Trustees agree to convey to said company as much of said lands, to be selected and reserved as aforesaid, as shall be earned by said company at the rate of an acre of land for each twenty-five cents of expenditure, but no land to be considered as earned by expenditure, except upon the full expenditure of each forty thousand dollars of said two hundred and six thousand two hundred and sixty-four dollars by said company as aforesaid; and upon the expenditure by said company of each such forty thousand dollars said Trustees will, at the request of said company, convey to said company three-fifths of the lands which would be earned thereby at the rate of twenty-five cents per acre as aforesaid, reserving two-fifths thereof, which shall, at the option of said Trustees be forfeited by said company to said trustees if

said company shall fail to make the total expenditure agreed upon, as agreed, or shall otherwise fail to observe and perform this contract. And upon said company observing and performing this contract in full, without breach or forfeiture, and making the full expenditure of two hundred and six thousand two hundred and sixty-four dollars, in addition to the said expenditure agreed upon in the second article hereof on account of lands heretofore conveyed by the Trustees to said company, which expenditure on account of lands heretofore so conveyed is to be made before any lands are to be considered as earned on account of the further expenditure provided for by this third article, as herein agreed and specified, said trustees shall and will convey to said company the full amount of lands earned by the expenditure of said two hundred and six thousand two hundred and sixty-four dollars at the rate of twenty-five cents per acre as aforesaid to be selected by said company in a body near as may be, of alternate sections from the lands then held in reserve for it, which, is estimated will, with the land previously conveyed to said company, make a total of two million acres.

IV.—All the expenditures herein provided for shall be made subject to the verification by and approval, as to the economy and bona-fides of the expenditures, of an engineer, to be appointed by the Trustees of said Fund, and who may at any time, and from time to time, be removed, and another substituted by them. The compensation of such engineer in the premises shall be fixed by the Trustees of said Fund and be paid, as they shall designate, by said company, from the moneys agreed to be expended by said company in said work of drainage as aforesaid.

V.—The said company is to have the right to throw up embankments, make and construct sluiceways, dykes and cuts and canals in, on and through all or any of the lands of said Internal Improvement Fund, and to use any timber, earth, stone or other material on said lands, belong-

ing to said Fund, for said purposes of drainage and reclamation.

Executed this first day of August, A. D. eighteen hundred and eighty-eight.

Signed, sealed and delivered in presence of:

JOHN A. HENDERSON.

L. B. WOMBWELL.

E. A. PERRY (Seal),

W. D. BARNES, Comptroller (Seal).

E. S. CRILL, Treasurer (Seal).

C. L. MITCHELL, Commissioner of Lands and Immigration (Seal).

C. M. COOPER, Attorney General (Seal).

(Seal) Atlantic & Gulf Coast Canal
and Okeechobee Land Company, by

Charles H. Gross, President.

Attest:

RICHARD SALINGER, Secretary.

I hereby certify that the above and foregoing is a true copy of the original now in my official custody.

(Seal) Given under my hand and the official seal of the Board of Trustees of the Internal Improvement Fund of the State of Florida, this, the 29th day of April, A. D. 1902.

(Signed) W. M. McINTOSH, JR.,
Secretary Board of Trustees I. I. Fund of Florida.

EXHIBIT "D."

Dec. 1, 1888.

List of Lands.

Filed with the Trustees of the Internal Improvement Fund of Florida by the Atlantic & Gulf Coast Canal and

Okeechobee Land Company December 1, 1888, for reserve to said Drainage Company under their contract of August 1, 1888. List comprising only odd sections.

All the patented and selected lands in	42	23	1280
	43	"	3824
	44	"	2160
	45	"	1599
	43	24	2560
	45	24	1139
	42	25	3844
	43	"	4824
	44	"	400
	45	"	3079
	43	26	2081
	44	"	2199
	30	27	1179
	31	"	2279
	32	"	4162
	44	"	2838
	45	"	1461
	26	28	480
	27	"	200
	28	"	1004
	29	"	740
	31	"	1470
	32	"	1206
	34	"	599
	35	"	200
	40	"	5966
	42	"	4314
	43	"	4279
	44	"	1121
	46	"	9120
	47	"	11519
	29	29	641
	30	"	2249
	31	"	4448
	32	"	4752

All the patented and selected lands in	33	"	2914
	34	29	3198
	39	"	9346
	40	"	2594
	43	"	897
	44	"	320
	35	"	8142
	45	"	2080
	30	30	1360
	31	"	2152
	32	"	563
	33	"	3200
	35	"	1120
	36	"	1159
	37	"	4934
	38	"	4600
	39	"	1001
	42	"	1471
	43	"	2267
	44	"	1280
	30	31	160
	33	"	
	34	"	
	35	"	
	36	"	7156
	37	"	10240
	38	31	7680
	42	"	4130
	43	"	6397
	44	"	960
	26	32	11359
	27	"	11543
	28	"	11520
	29	"	10995
	30	"	9507
	31	"	11897
	37	"	1280
	38	"	640
	40	"	3400
	41	"	9000

All the patented and selected lands in.....	42	"	11520
	43	"	6880
	44	"	2237
	45	"	640
	27	33	12046
	28	"	11520
	29	"	11520
	30	"	11288
	31	"	11918
	32	"	11496
	33	"	11513
	35	"	360
	36	"	3740
	37	"	2890
	39	"	6000
Secs. 3, 5, 7, 9, 17, 19 of.....	40	"	3840
Secs. 7, 17, 19, 21, 25, 27, 29, 31, 33, 35 of..	42	33	6400
All patented and selected lands in.....	43	"	11500
	44	"	11500
	45	"	1920
	46	"	11517
	47	"	11530
	48	"	11503
	28	34	11404
	29	"	11563
	30	"	11396
	31	"	11147
	32	"	11570
	33	"	11478
	37	"	3200
	38	"	10000
Secs. 3, 5, 7, 9, 17, 19 of.....	39	"	3840
All patented and selected lands in.....	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	47	34	11520
	48	"	11532
	34	35	10790
	35	"	11625

All the patented and selected lands in.....	36	"	11892
	37	"	11320
Secs. 1, 3, 5, 7, 9, 11, 13, 15, 17 of.....	38	"	5760
Secs. 7, 9, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 of.....	43	"	8320
All patented and selected lands in.....	44	"	11520
	45	"	11520
	46	"	11520
	47	"	11520
	37	36	11393
Secs. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27 of.....	38	"	8860
Secs. 19, 21, 23, 25, 27, 29, 31, 33, 35 of.....	43	"	5760
All patented and selected lands in.....	44	"	11520
	45	"	11520
	46	"	11520
	37	37	11520
	38	"	11500
Secs. 1, 3, 5, 7, 9, 11, 13, 15, 17, 21, 23, 25, 27, 29, 33, 35 of.....	39	37	10220
Secs. 1, 3, 9, 11, 13, 15, 21, 23, 25, 27, 33, 35 of.....	40	"	8160
Secs. 1, 3, 9, 11, 13, 15, 21, 23, 25, 27, 33, 35 of.....	41	"	8160
Secs. 1, 3, 5, 9, 11, 13, 15, 17, 21, 23, 25, 27, 29, 33, 35 of.....	42	"	9600
All patented and selected lands in.....	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	38	38	11600
	39	"	11542
	40	"	11520
	41	"	11520
	42	"	11520
	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	41	39	11520

All the patented and selected lands in . . .	42	"	11425
	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	42	40	10881
	43	"	11121
	44	"	11520
	45	"	11520
	46	"	11520
	43	41	9805
	44	"	9705
	45	"	9800
	46	"	8620
	47	"	7660
			<hr/>
Total acres			1,198,436

EXHIBIT "E."

OKEECHOBEE LAND COMPANY.

Expenditure on Account of Drainage Contract.

Expended to Aug. 1, 1892, as per statement rendered to Trustees, and approved			\$246,567.41
Dredging plant as per valuation rendered Aug. 1, 1888, with in- terest to Dec. 31st, 1893.			\$84,267.86
Less shipyard wharf, etc., at valua- tion as rendered, which Co. will retain	7,200.00		77,067.86
			<hr/>
Expended Aug. 1, 1892, to Dec. 31, 1893.			34,575.26
			<hr/>
			358,210.53

Less agreed amount to be expended on account of lands previously conveyed	125,000.00
	<hr/>
	233,210.53
Amount agreed to be expended on 825,056 acres to be conveyed....	206,056.00
	<hr/>
Balance to be applied on account of the 400,000 acre balance of reserved lands	27,154.58

EXHIBIT "F."

June 8th.

*To the Trustees of the Internal Improvement
Fund of the State of Florida.*

Gentlemen :

In accordance with your request of the 9th ult., The Atlantic & Gulf Coast and Okeechobee Land Company do hereby release the following lands heretofore reserved to said company which, with the reconveyances made on the 30th of December, 1893, makes a total aggregate of 104,021 acres.

We send herewith a copy of the list of lands as reserved to this Company, together with a list so much thereof as has been released. We desire that the list may be certified as to what portion of the said lands are now owned by the State, both as patented and unpatented.

Until your Board shall have given us a certified list of how much of the lands selected by us are owned by the State, we cannot tell what acreage there is in the lands now held reserved to us, but which we think does not greatly exceed the amount that we are entitled to.

LIST OF LANDS HEREBY RELEASED.

	T.	R.	
Sec. 13, 23, 25, 27, 33, 35.....	38	34	
Sec. 3, 5, 7, 9, 17, 19.....	39	34	
Sec. 13, 23, 25, 35.....	29	33	
Sec. 25	29	32	
Sec. 1, 11, 13, 23, 25, 35.....	41	32	
Sec. 1	42	32	
Sec. 19, 27.....	38	36	
Sec. 7	39	37	
Sec. 9, 21, 23.....	40	37	
Sec. 9, 21	41	37	
Sec. 19, 21, 23, 27, 29, 33, 35.....	43	36	
Sec S $\frac{1}{2}$ -21, W $\frac{1}{2}$ -27, 29, 33.....	42	32	29440
S $\frac{1}{2}$ (9 Sections)	44	36	5760

 35200

Very respectfully,

 J. J. DUNNE,
 Vice President.

 LIST OF LANDS.

Filed with the Trustees of the Internal Improvement Fund of Florida by the Atlantic and Gulf Coast Canal and Okeechobee Land Company December 1, 1888, for reserve to said Drainage Company under their contract of August 1, 1888 List comprises only odd sections.

List of Lands.

Filed with the Trustees of the Internal Improvement Fund of Florida by the Atlantic & Gulf Coast Canal and Okeechobee Land Company, December 1, 1888, for reserve to said Drainage Company under their contract of August 1, 1888. List comprising only odd sections.

All the patented and selected lands in	42	23	1280
	43	"	3824
	44	"	2160
	45	"	1599
	43	24	2560
	45	24	1139
	42	25	3844
	43	"	4834
	44	"	400
	45	"	3079
	43	26	2081
	44	"	2199
	30	27	1179
	31	"	2279
	32	"	4162
	44	"	2838
	45	"	1461
	46	"	11520
	26	28	480
	27	"	200
	28	"	1004
	29	"	740
	31	"	470
	32	"	1206
	34	"	599
	35	"	200
	40	"	5966
	42	"	4314
	43	"	4279
	44	"	1121
	46	"	9120
	47	"	11519
	29	29	641
	30	29	2249
	31	"	4448
	32	"	4752
	33	"	2914
	34	29	3198

All the patented and selected lands in	39	"	9346
	40	"	2594
	43	"	897
	44	"	320
	35	"	8142
	45	"	2080
	46	"	11520
	47	"	11480
	30	30	1360
	31	30	2152
	32	"	563
	33	"	3200
	35	"	1120
	36	"	1159
	37	"	4934
	38	"	4600
	39	"	1001
	42	"	1471
	43	"	2267
	44	"	1280
	30	31	160
All the patented and selected lands in	33	31	1711
	34	31	5700
	35	"	3600
	36	"	7156
	37	"	10240
	38	"	7680
	42	"	4130
	43	"	5397
	44	"	960
	26	32	11539
	27	"	11543
	28	"	11520
	29	"	10995
	30	"	9507
	31	"	11897
	37	"	1280
	38	"	640

All the patented and selected lands in.....	40	"	3400
	41	"	9000
	42	"	11520
	43	"	6880
	44	"	2237
	45	"	2237
	45	32	640
	27	33	12046
	28	"	11520
	29	"	11520
	30	"	11288
	31	"	11918
	32	"	11496
	33	"	11513
	35	"	360
	36	"	3740
	37	"	2890
	39	"	6000
Secs. 3, 5, 7, 9, 17, 19 of.....	40	"	3840
Secs. 7, 17, 19, 21, 25, 27, 29, 31, 33, 35 of..	42	33	6400
All patented and selected lands in.....	43	"	11500
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	45	"	1920
	46	"	11517
	47	"	11530
	28	34	11404
	29	"	11563
	30	"	11596
	31	"	11147
	32	"	11570
	33	"	11478
	37	"	3200
	38	"	10000
Secs. 3, 5, 7, 9, 17, 19 of.....	39	"	3840
All patented and selected lands in.....	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520

All the patented and selected lands in.....	47	"	11520
	48	"	11532
	34	35	10790
	35	"	11625
	36	"	11892
	37	"	11520
Secs. 1, 3, 5, 7, 9, 11, 13, 15, 17 of.....	38	"	5760
Secs. 7, 9, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 of	43	"	8320
All patented and selected lands in.....	44	"	11520
	45	"	11520
	46	"	11520
	47	"	11520
All patented and selected lands in.....	37	36	11393
Secs. 1, 3, 5, 7, 11, 13, 15, 17, 19, 23, 25, 27 of.....	38	"	8860
Secs. 19, 21, 23, 25, 27, 29, 31, 33, 35 of...	43	"	5760
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	45	"	11520
	46	"	11520
	37	37	11520
	38	"	11500
Secs. 1, 3, 5, 7, 9, 11, 13, 15, 17, 21, 23, 25, 27, 29, 33, 35 of.....	39	"	10220
Secs 1, 3, 9, 11, 13, 15, 21, 23, 25, 27, 33, 35 of.....	40	"	8160
Secs. 1, 3, 5, 9, 11, 13, 15, 17, 21, 23, 25, 27, 35 of.....	41	"	8160
Secs. 1, 3, 5, 9, 11, 13, 17, 21, 23, 25, 27, 29, 33, 35 of.....	42	"	9600
All patented and selected lands in.....	43	"	11520
	41	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	38	38	11600
	39	"	11542
	40	"	11520

All the patented and selected lands in	42	"	11520
	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	41	39	11520
	42	"	11425
	43	"	11520
	44	"	11520
	45	"	11520
	46	"	11520
	43	"	11121
	42	40	10881
	44	"	11520
	45	"	11520
	46	"	11520
	43	41	9805
	44	"	9705
	45	"	9800
	46	"	8620
	47	"	7660

Total acreage.....1,198,436

Less Trustees' cancellation of

T. 46, R. 28.....	11,520	
T. 47 R. 28.....	11,519	23,039
		<hr/>
		1,175,397
T. 47, R. 38.....	11,520	
T. 47, R. 39.....	11,519	23,039
		<hr/>
		1,198,436
Less lands released by O. L. Co. Jan. 10th, 1893		
T. 46, R. 27.....	11,520	
T. 46, R. 29.....	11,520	
T. 47, R. 29.....	11,480	34,520
		<hr/>
		1,163,916

Add lands substituted

T. 47, R. 40.....	11,520	
T. 48, R. 41.....	11,520	
T. 49, R. 41.....	11,400	34,520
		<hr/>
		1,198,436

Released by O. L. Co. Apr. 24th, 1891, in favor
of St. Cloud & Sugar Belt R. R.

T. 42, R. 37.....	9,600	
T. 42, R. 38.....	11,520	
T. 43, R. 37.....	11,520	
T. 43, R. 38.....	11,520	
T. 43, R. 39.....	11,520	
T. 44, R. 40.....	11,520	67,200
		<hr/>
		1,131,236

Released by O. L. Co. by deed Dec. 30, 1893, to
Trustees I. I. Fund.....

68,821

1,062,415Released by O. L. Co. in accordance with resolu-
tion of the Trustees I. I. Fund of May 12th,
1894:

	T.	R.	
Secs. 13, 23, 25, 27, 33, 35.....	38	34	
Secs. 3, 5, 7, 9, 17, 19.....	39	34	
Secs. 13, 23, 25, 35.....	29	33	
Secs. 3, 9, 17, 19.....	40	33	
Sec. 25.....	40	32	
Secs. 1, 11, 13, 23, 25, 35.....	41	32	
Sec. 1.....	42	32	
Forwarded.....	68,821	1,131,236	
Secs. 19, 27.....	38	36	
Sec. 7.....	39	37	
Secs. 9, 21, 23.....	40	27	
Secs. 18, 21, 23, 27, 29, 33, 35.....	43	36	

Secs. S $\frac{1}{2}$ 21, W $\frac{1}{2}$ 27, 29, 33.....	42 32	
		29,440
S $\frac{1}{2}$ (9 Sections) T. 44, R. 36.....	5,760	104,021
Net reserve June 1st, 1894.....		1,027,215

List of Unpatented State Selections Reserved for The
Atlantic and Gulf Coast Canal and Okeechobee
Land Company.

	June 27, 1895.		
All the selected lands in.....	42 23	1040	
	43 32	959	68
	44 23	2160	
	45 23	1599	
	43 24	640	
	45 24	659	
	42 25	3644	
	43 25	3863	70
	44 25	400	
	45 25	3079	
	43 26	1120	51
	44 26	2199	
	30 27	788	94
	31 27	2279	
	32 27	4162	
	44 27	2838	
	45 27	1461	
	26 28	480	
	27 28	200	
	31 28	470	
	34 28	599	
	35 28	200	
	40 28	5966	
	42 28	4314	
	43 28	4279	

All the selected lands in	44	28	1121
	29	29	641
	33	29	2914
	39	29	9346
	40	29	2594
	43	29	897
	44	29	320
	43	29	897
	44	29	320
	35	29	8142
	45	29	2080
	30	30	1360
	31	30	2152
	32	30	563
	35	30	1120
	36	30	199
	37	30	3654
	38	30	2720
	39	30	1001
	42	30	1471
	43	30	2217
	44	30	1280
	30	31	145
	33	31	1121
	34	31	720
	35	31	1680
	42	31	4130
	43	31	5397
	44	31	960
	40	32	3400
	41	32	9000
	42	32	11520
	43	32	6880
	44	32	2237
	45	32	640
	27	33	140
	30	33	281 93
	35	33	360

All the lands selected in.....	37	33	2250
	39	33	6000
	40	33	3840
	42	33	6400
	43	33	11500
	44	33	7979 68
	45	33	1920
	31	34	4063
	38	34	10000
	39	34	5840
	43	34	11520
	44	34	11520
	45	34	11520
	48	34	11520
	47	34	7037 76
	37	35	3885 03
	38	35	5760
	43	35	8320
	44	35	11520
	45	35	11520
	46	35	11520
	47	35	11520
	37	36	244 85
	38	36	6260 28
	43	36	5760
	44	36	11520
	45	36	11520
	46	36	11520
	39	37	3895 11
	40	37	3588 85
	41	37	3822 81
	42	37	9600
	43	37	11520
	44	37	11520
	45	37	11520
	46	37	11520
	41	38	8962 34
	42	38	11520

All the selected lands in.....	43	38	11520
	44	38	11520
	45	38	11520
	46	38	11520
	47	38	11520
	41	39	542 46
	43	39	11520
	44	39	11520
	45	39	11520
	46	39	11520
	47	39	11520
	44	40	11520
	45	40	11520
	46	40	11520
	47	40	11520
	45	41	6263 70
	46	41	4750
	47	41	7660
			<hr/>
			633,550.43

Resolved Further, That the opinion of the General Counsel on the application of the United Land Company, addressed to the Trustees of the Internal Improvement Fund, requesting a deed to said lands furnished the Trustees under date of September 5, 1905, referred to in the opinion of the General Counsel as of this date, be spread upon the minutes, as follows:

“Jacksonville, Fla., Sept. 5, 1905.

*Trustees of the Internal Improvement Fund of Florida,
Tallahassee, Florida.*

Gentlemen:

In further reply to the letter of your Secretary of the 1st ultimo, inclosing, among other documents a copy of the opinion, request and demand of the United Land Company by its attorney, P. A. Vans Agnew, Esq., for a conveyance by the Trustees of certain lands amounting to 347,753.02 acres granted under a contract entered into by Hamilton 25.—I. I.

Disston et al., with the Trustees of the Internal Improvement Fund of Florida, February 26, 1881, I beg to advise that I have examined the opinion and demand submitted by counsel for the United Land Company with much care and deliberation, together with the various contracts, negotiations, applications, selections of land reports of engineers, commissioners and others concerning the undertaking, the minutes of the Trustees and the law governing such contracts, the powers and duties of the Trustees, embracing the original contracts between Hamilton Disston and his associates and the Trustees, dated February 26, 1881, Vol. 2, page 463; (2) modifications of said contract making the final limit of said drainage area 24 instead of 23, Vol. 2, page 503, and Vol. 3, page 126.

(3.) Agreement accepting the Atlantic and Gulf Coast Canal and Okeechobee Land Company as parties to the contract in lieu of Hamilton Disston and his associates, together with the assignment of Hamilton Disston and his associates of the original contract to said corporation, Vol. 3, page 40.

(4.) Resolution of the Trustees dated October 30, 1882, defining the western boundary of Okeechobee.

(5.) Resolution of the Trustees dated May 19, 1883, defining the eastern boundary of said district, Vol. 3, page 228.

(6.) Minutes of the Trustees concerning deeds executed to the said Company during the years 1883 and 1884, amounting to 1,174,943.16 acres. Vol. 3, page 515.

(7.) The contentions that arose between the Company and the Trustees concerning the forfeiture of the contract in question, which resulted in legislative investigation and the passage of Chapter 3788, Acts 1887, attempting to authorize the Trustees to make an amicable adjustment and protect the interests of the State and the Fund. compromise the matter as they deemed best to secure and

(8) Compromise contract dated August 1, 1888, between

the Trustees and the Atlantic & Gulf Coast Canal and Okeechobee Land Company, declaring among other things that a contract had been agreed upon and that a compromise had been effected, and that this compromise contract became a part of any and all contracts heretofore made between the Trustees and the said Company; that the drainage reserve of said Company should be reduced to a total acreage of two million acres to be selected by said Company in a body as nearly as might be of alternate sections and file the same with the Trustees within ninety days Vol. 3, page 517.

(9.) That said Company should expend in the work of drainage and reclamation the sum of \$125,000.00, less the sum of \$50,000 already expended, such expenditure to be made at the rate of \$40,000 the first year and the balance within two years after date, etc., Vol. 3, page 501.

(10.) The list of lands filed with the Trustees. Vol. 3, page 520.

(11.) The modifications made on May 1, 1889, on account of yellow fever. Vol. 4, page 26.

(12.) The bond filed by the Company on May 18, 1889, with the Trustees for the sum of \$125,000. Vol. 4, page 30.

(13.) The account of the Company as appears by statement of December 31, 1893, which appears to have been examined, verified and approved by the Trustees. Vol. 4, page 261.

(14.) The conveyance by the Company dated December 13, 1893, at the request of the Trustees of 68,821.77 acres of land in Lee County, in consideration of which the Trustees authorized by resolution, the Company to select a similar acreage. Vol. 4,, page 269.

(15.) The selection of 1,200,000 acres May 9, 1894. Vol. 4, page 274.

(16.) The list of lands filed with the Trustees of 1,027,215 acres claimed to be in reserve. Vol. 4, page 283.

(17.) The resolution of the Trustees concerning the deed to the Company of all patented lands within its reserve February 26, 1895 Vol. 4, page 306.

(18.) The deeds executed by the Trustees on March 21, 1895, at the request of the Atlantic & Gulf Coast Canal and Okeechobee Land Company, embracing a total acreage of 541,794.03, which is embraced in the application and demand of counsel for the United Land Company.

(19.) The report of James M. Dancy, Civil Engineer, directed by the Trustees to examine the lands reclaimed by the Company June 30, 1883. Vol. 3, page 242.

(20.) Supplemental report of James M. Dancy, Engineer. Vol. 3, page 259.

(21.) Application by Company for deeds to lands under contract December 1st, 1883. Vol. 3, page 269, Conveyance, 270.

(22.) Report of D. L. Dunham May 13, 1884. Vol. 3, page 303, presented February 20, 1884.

(23.) Report of H. D. Duval, State Engineer, with appendix, showing townships reclaimed by the Drainage Company August 18, 1884. Vol. 3, page 314.

(24.) Report of Charles F. Hopkins, Agent of Company, without date. Vol. 3, page 324.

(25.) Report of James M. Dancy, Engineer, on the southern division of the Drainage District. Vol. 3, page 332.

(26.) Resolution of the Trustees to the effect that upon the filing by the Company of its selection of alternate sections of surveyed and unsurveyed lands to the extent of 1,200,000 acres after the execution of a deed in accordance with the proposed contract between the Trustees and the Land Company the same will be held in reserve for the purposes expressed in said contract. Vol. 3, page 498.

(27.) The refusal of the Trustees to enlarge the area to be reserved by the Board beyond the amount named in the contract of August 1, 1888. Vol. 3, page 519.

(28.) The amended list of reserved lands furnished by the Company reducing same to 1,200,000 acres, which was filed with the Commissioner of Lands. Vol. 3, page 520.

(29.) Application for the appointment of Mr. Wrotnoski, Civil Engineer, to examine into and report upon the best methods of drainage to be employed by the Atlantic & Gulf Coast Canal & Okeechobee Land Company under its contract of August 1, 1888. At the instance of the Trustees, February 12, 1889, Mr. Hamilton Disston was also invited to appear before the Board at an early date to confer with the Trustees relative to drainage operations. Vol. 4, page 14. On February 25, 1889, Hamilton Disston, Colonel Henderson, Charles H. Graves and Captain Kreamer, Engineer, appeared before the Board to explain the drainage operations of the Company. Vol. 4, page 16.

(30.) A concession asked by J. J. Dunne for the company delivering bond for \$125,000, asking for deed of confirmation to lands heretofore conveyed; extension of time for expending \$40,000 which should have been spent the first year; that the drainage area be enlarged, and defining in detail what shall be proper expenditures under the contract, which concessions were granted in part. Vol. 4, page 26.

(31.) The release executed by Trustees. Vol. 4, page 34.

(32.) Communications from F. M. Hendry and others concerning the overflow of the Caloosahatchee River Valley on pages 87, 89, 94, 97, 312, 313, 331, 341, 347, 370, 404, 414, 418 and 465.

(33.) Settlement of expenditures by the Company under the contract of August 1, 1888. Vol. 4, page 225-227.

(34.) Resolution of the Trustees approving accounts submitted by the Company to December 1, 1893, authorizing the issuance of deed for 805,056 acres of land to the Company of its selection, the State having received United States patents for the same, and the cancellation and surrender of the bond of Disston and Dunne for \$125,000. Vol. 4, page 261.

(35.) The releasing of 68,821.77 acres by the Company to the Trustees. Vol. 4, page 269.

(36.) Resolution directing Salesman to prepare deed for the lands selected in lieu of those released by the Company. Vol. 4, page 272.

(37.) Notice of selection of lands. Vol. 4, page 274.

(38.) List of reserve lands filed. Vol. 4, page 284.

(39.) Resolution fixing March 15, 1895, for making deeds. Vol. 4, page 306.

(40.) Resolution of the House of Representatives concerning the contract with the Board. Vol. 4, page 309.

(41.) Report of the Secretary of the Board, filed. Vol. 4, page 310.

(42.) Resolution of the Trustees acknowledging notice of the sale to the Atlantic & Gulf Coast Canal & Okeechobee Land Company, claiming a transfer under the amended drainage contract executed August 1, 1888, causing notice to be served by the Sheriff of Osceola County on a special master in Chancery in a cause pending before the Judge of the 7th Judicial Circuit of Florida, wherein the Columbia Avenue Safe Deposit Title & Trust Company was appellant and the Disston Land Company appellee, to the effect that the claim of the Disston Land Company of 900,000 acres of land was being held in reserve for the Canal Land Company or its successors the Disston Land Company was not true, insofar as it relates to the amount of such reservation by this Board or any other Board under and in pursuance of the contract of August 1, 1888. Vol.

5, page 42, which was served on the Master prior to such sale, as appears by return of the Sheriff thereon. Vol. 5, page 45, together with the resolution of the Trustees of November 22, 1904. Vol. 5, page 272, 273, and the report of J. J. Daniel, W. H. Davidson and John Bradford, Commissioners appointed by his Excellency, the Governor, under date of November 17, 1885, to perform certain duties prescribed by Chapter 3639, Laws of Florida, Acts of 1885, to investigate and ascertain what quantity of land and number of acres the Atlantic & Gulf Coast Canal & Okeechobee Land Company has reclaimed for the State and for other purposes, and find a continuing conflict in statements of facts concerning the drainage operations and the resulting effects upon the surrounding country.

The files, records, minutes and laws above referred to show a constant difference of opinion by those entrusted with the responsibility of examining into conditions as they then existed.

Men of high standing and character, learned and skilled in technical, civil engineering and observations of the topography of the country, conversant with the rainfall of the country wherein these drainage operations have been carried on, have made many investigations requiring many months of time and study, and yet differ widely in their judgment and opinions as to the effects of the drainage operations of the drainage company in question, its compliance with its contract, and to what it should be entitled thereunder from first to last.

You will observe that it is difficult to apply a principle of law to undetermined, conflicting and unsettled facts.

To my mind, the first question that should be determined is whether or not the original contract and the subsequent modifications, supplements, concessions and other agreements between Hamilton Disston and his associates and their successors and the Trustees down to and including the contract dated August 1, 1888, have been construed and considered as a continuing contract, or whether the contract executed August 1, 1888, was to take the place of all former contracts and agreements heretofore made be-

tween these Trustees and said Company as appears in the preamble of said contract. Vol. 3, page 501.

As I view it, the original contract, together with all its supplements, modifications and concessions and agreements is a continuing undertaking and contract, subject to all the forfeitures, concessions and covenants therein contained not expressly eliminated therefrom by the parties thereto in valid and legal form.

I do not consider that the contract of August 1, 1888, notwithstanding the expression in the preamble that "the following compromise and contract is to take the place of any and all contracts heretofore made between these Trustees and said Company" revokes and annuls all former contracts, including the original contract between the parties in this undertaking.

The contract of August 1, 1888, was incomplete in itself, and if construed alone would be without a drainage district. It is dependent upon the original contract for the substance of its existence, and therefore cannot stand alone or be considered in lieu and to take the place of all contracts and agreements heretofore made between the parties referred to.

It is limited to a recital in its preamble of reasons why a compromise should be made upon an acknowledged failure and forfeiture of the essential features of the previous contract. (See preamble), and

(2.) To a modification of the drainage reservation reducing its acreage reserved from something over four million to two million acres, including lands heretofore conveyed as a forfeiture and penalty for the failure on the part of the canal company to perform its part of the contract to this date, selections to be made within ninety days from the execution of the contract August 1, 1888 (Sec. 1). These provisions the company failed to comply with, filing its list as required December 1, 1888. (See Vol. —, page—.)

(3.) The former modification or contract to the effect that the Company will expend in drainage and reclama-

tion, with the approval of the Trustees the sum of \$125,000, less the sum of money expended by said Company in the work of drainage and reclamation since the report of said commission of July 1, 1889, estimated at \$55,000. The giving of a bond, etc. (Sec. 2.)

(4.) The Company further agrees to expend in the drainage and reclamation, etc., the sum of \$206,264.00— not less than \$40,000 each year after formal execution of the contract, the Trustees agreeing to deed lands which would be earned thereby at the rate of twenty-five cents per acre, reserving, however, two-fifths thereof, which shall, at the option of the Trustees, be forfeited by said Company to said Trustees if said Company shall fail to make the total expenditure agreed upon, or shall otherwise fail to observe and perform this contract (Sec. 3), with the proviso that the expenditures shall be made subject to the verification by and approval of the Trustees as to the economy and bona fides of the expenditures of an engineer to be appointed by the Trustees. (Sec. 4.)

(5.) Permission granted to the Company to throw up embankments on lines belonging to the fund (Sec. 5). Reference is made to the contract for consideration in this behalf.

Thus it will be observed that the Company now seeks to rest its case upon the approval of:

First: The economy, and

Second: The bona fides of expenditures without any reference whatever to the object of the undertaking as will be found in the original contract under date of February 26, A. D. 1881, which was "to drain and reclaim by draining all overflowed lands in the State of Florida practicable, and lying south of Township 23, subsequently changed to Township 24, and east to Peace Creek, belonging to the State of Florida or the Internal Improvement Fund now subject to overflow by Lake Okeechobee or Kissimmee River and its branches and the lakes contiguous to said river, whose waters now flow into or can be

made to flow into said river or into said Lake Okeechobee or into the Caloosahatchee River or into the Miami River or other outlet by cuts or canals, including those already patented as well as those which hereafter may be patented to said State by the United States, the said lands to be reclaimed and drained and rendered fit for cultivation by permanently lowering and keeping reduced the high water level of said river, and by thus lowering the waters of said lake, creating an increased current in said river, and by the increased current thus created causing the bed of said river to cut and wash out, and by this means and by cutting off bends in said river to further increase the current of said river, and permanently confine the waterflow of said river, within its natural banks and thereby effectually and permanently prevent the overflow of the banks, it being understood and agreed that the drainage reduction or lowering of the waters of Lake Okeechobee may be made by a series of canals or cuts from the waters of said lake to the Caloosahatchee River on the west, and by cuts and canals eastward to the waters of St. Lucie or other convenient streams, and also by cuts and canals southwardly to some stream or streams through the Everglades, and also by cuts and canals on the southwest side of the Everglades to the Miami River, and to any small streams heading or rising in the Everglades.

Provided, however, that no canals or cuts shall be made, dug or constructed unless the same be necessary to reduce the waters of said Lake Okeechobee to effect the said object of draining and permanently reclaiming said lands."

Thus it must be apparent that the permanent lowering of the waters of Lake Okeechobee, the Kissimmee River, its lakes and tributaries was and is the main feature of the whole plan of drainage, as evidenced in the contract made with the Trustees, and it is so stated in the admirable and disinterested report to the Commission appointed by his Excellency under Chapter 3639, Laws of Florida.

This committee observed and reported further that if

the lands which are subject to overflow within the drainage district are to be reclaimed under the contract, they can only be so reclaimed by permanently lowering and keeping reduced the waters of the Okeechobee and its confluents. If these waters are not permanently lowered and kept reduced then the plan of drainage is not carried out, and there can be no reclamation under the contract insofar as the Company has failed to reduce the lakes and rivers which were to be lowered in order to effect this reclamation."

I contend that all claims of the Drainage Company or its successors must be measured and tested by this solemn covenant and the essence of the entire undertaking and contract.

A failure upon the part of Hamilton Disston, his associates and their successors to accomplish this main object and purpose and undertaking as set forth in said contract would be an acknowledged failure upon the part of the Drainage Company and subject to all of its legal claims for lands thereunder to forfeiture by the terms of the contract.

The complainant, by its counsel, admits in his written demand submitted, the oneness of this undertaking and contract by quoting at length from the contract of February 26, 1881,; its modifications on March 1, A. D. 1881, and supplement thereto September 1, 1881. The establishment of the drainage district October 30, 1882, May 19, 1883, with reference thereto, etc.

This leads to the determination of whether or not Lake Okeechobee, the Kissimmee River, its lakes and tributaries have been permanently lowered to effect the said object of drainage and permanently reclaiming the said lands as set forth in the contract.

Considering official reports upon this subject, we find that Mr. Dancy, Civil Engineer, reported under instructions of June 6, 1883, on "townships affected by this drainage," stating that "he did not have time to visit the

canals west of Lake Okeechobee, but was informed by officers of the Company that the waters of the lake on that side are lowered two feet." Vol 3, page 245.

The townships examined are from 25 to 35 in ranges 28 to 32, aggregating 535,000 acres.

(2.) The report of David L. Dunham, Special Agent, February 20, 1884, states in part that he "was requested to accompany Mr. Dancy, State Engineer, making an inspection of the shoers of Lake Tohopekaliga. "The lowlands in the vicinity of said lake are dry," and in his judgment susceptible to cultivation. "I heard from the Indians that the waters in this lake were never as high as now." Expresses the opinion that the report of Dancy was correct, and that the highest lands reclaimed are suitable for cultivation of cane and rice. Vol 3, page 305.

(3.) Report of H. S. Duval, State Engineer, under instructions of June 3, 1884, and after giving the route with the number of cubic yards of earth removed in excavation in the various cuts, which is of great value to the investigator, including a trip in a steam yawl into Lake Okeechobee, observing the then condition of the waters, noting the rainfall, etc., reporting that he found "a sufficient quantity of water has been discharged through the canals to have lowered the surface of Okeechobee fully $1\frac{1}{2}$ feet, and whatever may be its rise and fall, its relative reduction in altitude, which is constantly increasing, must continue to exist." Vol. 3, page 320.

The townships over which the examination extended (from 35 to 44), Ranges 22 to 34, aggregate two million acres.

(4.) Statement of B. Frazier made to Duval, State Engineer, residing at Fort Thompson, had occasion to observe the fluctuations of the river, and notes that although there is a rise of the river after heavy rains, it is only temporary and passes off in comparatively few hours. Vol. 3, page 323.

(5.) Report of Dancy, Engineer, to the Trustees, dated October 15, 1884, in which he states in part that he traversed the western shores of Lake Okeechobee; that the lake now has a defined margin; that in company with one of the oldest residents of the Fort Thompson country he travelled through the cypress swamp, where he had two years ago seen the water standing usually at a depth of two feet now entirely dry, and all small streams with little or no water in them. * * * That the prairies which two years ago they could not get into were now dry. Vol. 3, page 334.

The statements of Citizens Frazier and O'Neill tend to express the same opinion without giving any definite data. Vol. 3, page 336.

Note: Fail to find where the bona fides and economy of the contract has been approved by the Engineer as required by the contract.

The reports themselves are referred to in this connection for more complete investigation. It is safe to assert, however, that none of these reports show any permanent lowering of the waters of Lake Okeechobee to effect the object of drainage and permanently reclaiming the lands in accordance with the contract.

The conclusive proof of the failure on the part of the drainage company to comply with its contract is its constant and periodical application for concessions and modifications.

The report of the Civil Engineer and a second report of another engineer, one corroborating the other, as is shown by their own reports the enactment of a law in 1885; the appointment of a commission by his excellency the Governor, and the report submitted by Messrs. J. J. Daniel, W. H. Davidson and John Bradford under appointment of November 17, 1885, which is referred to as the most conclusive, comprehensive and thorough report on this subject that I have found, show that these waters were not permanently lowered.

This commission, during its investigation, has ascertained the length, breadth and depth of each and every of the canals made by the drainage company throughout the entire district, noting in each instance the average current of the water in such cuts and canals.

The work done by the Company in cleaning the channel of the Caloosahatchee above Fort Thompson at a point known as the "rapida," with the use of a snag boat cleaning away the obstructions in Tiger Lake; examining the canals as to their capacity for carrying off the waters along said route, and the probable outlet of the waters along or adjacent to said line of canals, stating actual results produced upon waters along their route as shown by careful observation and statements of persons thoroughly acquainted with the rivers and lakes and contiguous country seeking information on the subject, as well as by meteorological observation; the period of heaviest rainfall in the peninsular of Florida, which is found to be from the latter part of June to the early part of October, and the waters ordinarily reaching the highest point in September, while in the months of March, April, May and the early part of June the lakes and rivers are normally at their lowest height.

In this connection I desire to pause a moment and call attention to the fact that all of the reports made by the engineers on this subject were within the months that this commission finds the rivers and lakes to be at their lowest stage. (See dates of Engineer's reports.)

The commission shows that it reached Kissimmee City on the 20th day of February, 1886, and proceeded from that point down the river through the lakes to Fort Myers making an inspection of the results which were verified by the statements of reliable witnesses as well as by subsequent observations as given in their report, noting the difference in level between the lakes around Tohopekaliga to be about $6\frac{1}{2}$ feet (local).

Passing through this chain of canals and Kissimmee River "your committee found on reaching Cypress Lake

from actual observation and statements of persons connected with the drainage work from its inception, the waters of the lake were nearly at their normal height. From this point southward to Lake Okeechobee, both from their careful observation and from the statements of witnesses and persons thoroughly acquainted with the rivers and lakes, your committee are satisfied that very little effect has been produced upon the waters along their route by the opening of these canals."

In other words, the facts show that from Cypress Lake to Lake Okeechobee the canals which have been dug have not thus far exhibited sufficient capacity to carry off the water along the route, or materially reduce their normal level. "That the canal from Lake Okeechobee to Lake Hicpochee had not materially lowered the waters of the former lake * * * "That at the season of the year when very nearly the least amount of water was flowing into Lake Okeechobee your committee found the marshes adjacent to the Hicpochee Canal covered with water from 12 to 18 inches deep, and the entire want of capacity in the canal for the work contemplated was apparent.

That but little effect upon the waters along or adjacent to the line of canals can be expected from these canals, except around Tohopekaliga and East Lakes is evidenced from the fact that the Cypress Lake to the Caloosahatchee no material lowering of the waters of the lakes and rivers along the line of canals has thus far been produced." (A distance of 90 miles from Lake Cypress to the Caloosahatchee.)

The contract made with the Trustees under date of February 26, 1881, with Hamilton Disston and his associates, and which is the basis of all subsequent contracts, and sets forth the only object, plan or scheme or drainage embraced in the undertaking was "to drain and reclaim by drainage all overflowed lands in the State of Florida practicable, lying south of township 23, changed to 24, and east of Peace Creek belonging to the State of Florida or the said Internal Improvement Fund now subject to

overflow by Lake Okeechobee, the Kissimmee River and its tributaries and the lakes contiguous to said river whose waters now flow into or can be made to flow into said river or into Lake Okeechobee or into the Caloosahatchee River or the Miami River or other outlet by cuts or canals, including those already patented, as well as those which may be hereafter patented to the State of Florida by the United States, the said lands to be reclaimed and drained and rendered fit for cultivation by permanently lowering and keeping reduced the low water level of said rivers, and by thus lowering the waters of said lake creating an increased current in said river, and by the increased current thus created causing the bed of said river to cut or wash, and by this means, and by cutting off bends in said river to confine the waterflow of said river to its natural banks and thereby effectually and permanently prevent the overflow of the banks, it being understood and agreed that the drainage, reduction or lowering of the waters of Lake Okhechobee may be made by a series of canals or cuts from the waters of said lake to the Caloosahatchee River on the west, and by cuts or canals eastwardly to the waters of St. Lucie or other available points, and also by cuts and canals southwesterly to some point, stream or streams through the Everglades, and also by cuts and canals on the southeast side of the Everglades to the Miami River and to any small streams heading or rising in the Everglades, provided that no canals or cuts shall be made, dug or constructed unless the same be necessary to reduce the waters of said Lake Okeechobee to effect the said object of drainage and permanently reclaiming said lands."

This has remained the object and purpose and plan and requirement of the Trustees of the Internal Improvement Fund, who have at all times, as the records will show, liberally observed and carried out its part of the contract.

I do not consider that the contract of August 1, 1881 abrogates this provision of the original contract; that Hamilton Disston, his associates and their successors have

failed to permanently lower the waters of Lake Okeechobee, the Kissimmee River, its lakes and tributaries, which was and is the main feature of the whole plan of drainage as described in the contract made with the Trustees, cannot be denied. There is not a line of evidence in all of the reports on this undertaking that show any permanent lowering of the waters of Lake Okeechobee, the Kissimmee River, its lakes and tributaries. On the contrary, it shows conclusively in my judgment that the effects noted by the engineers most favorable to the canal company have been at seasons of the year when the water was at its lowest stage, in every instance localized to the territory immediately around Lake Tohopekaliga, as shown by the list of townships submitted with reports.

The same conditions that are described and set forth in these reports prevail now. The committee further states "from Cypress Lake southward, however, the committee found the waters of the lakes and rivers are nearly at their normal level; neither Okeechobee nor the rivers and lakes above had been either permanently or sensibly lowered by these canals."

It is apparent, therefore, that the canals thus far cut below Lake Cypress will probably exert but very little influence over the waters along or adjacent to their lines.

The committee found "the number of acres so reclaimed" they estimate at about eighty thousand acres.

The reclaimed lands around East Lake with proper subsidiary drainage may be considered as fit for cultivation in any ordinary season, provided the canals are freed and kept free from bars and constructions."

The committee extended their observations through the summer and fall in order to see what effects would be produced throughout the drainage district by the rainy season, and thus to test the correctness of the conclusions that had already been reached. They took steps to determine the actual rainfall, as well as the effect produced by it on the waters of the rivers and lakes. Observations

were taken and extended over seven months, and carefully reported.

The results of these observations, as well as the statements of reliable witnesses who had abundant opportunity for observing the effects of the rains upon the waters of the rivers and lakes and the adjacent regions during the summer and fall have more than confirmed the conclusions reached by the Committee on their first tour of observation. They note the high waters of 1882 to 1884 with reference to the phenomenal rise of the water in 1878 and "by actual measurement along the banks of the Caloosahatchee below Fort Thompson near the mouth of Dee Branch these water marks clearly defined on the forest growth show a rise of between seventeen and eighteen feet above the level of the river at the time these observations were made. The subsidence of this water left indicated, which doubtless impressed the former agents of the Board and added to their conviction as to the effects which had been produced by the canals," noting at some length the variation of depth of water conditions in the territory under consideration.

"The water at Lake Flirt rose eight feet during these observations."

These conditions fully demonstrate the entire insufficiency of any work thus far attempted, except in local territory. They found that the area of country embraced in the contract was estimated at fifteen thousand square miles, or over nine million acres, extending from the foothills of Orange County to the southmost point of the peninsula.

This immense region is to the eye almost a plain sloping gradually southward from an extreme elevation of about 80 feet to the tidal level as the Everglades emerge into the waters of the Gulf.

"The Okeechobee is a great reservoir into which all of these waters flow. Its waters as they accumulate flow through the Everglades westward over the marshes into the Caloosahatchee, and southeast through the Miami

River and numerous other outlets to the Atlantic "Without permanently lowering Okeechobee there can be no complete reclamation of the regions above. This is the primal and most important feature in the entire plan, which, by the terms of their agreement, the Drainage Company was to carry into effect."

Thus, it must be apparent that the weight of evidence, if not conclusive, shows that the waters of Lake Okeechobee, the Kissimmee River, its lakes and tributaries, have not been permanently lowered to effect the said object of drainage and permanently reclaiming said lands, and therefore a demand for a deed on behalf of the United Land Company as successors, etc., for 347,753.02 acres should be denied.

The next question to consider would be the legal status under the various resolutions of the Trustees touching this contract and its many modifications, concessions and supplements, which, in the main, for the present, can be briefly stated as follows:

1—That the various contracts have become forfeited by the failure of the Drainage Company to perform their part of the contract.

2—That the contracts have become forfeited and rescinded by the action of the Trustees in serving proper notice at the sale under which the United Land Company became the claimant, which notice was made public at the sale and served on the master making the sale.

3—The contracts became forfeited, cancelled and revoked, together with all resolutions of the Trustees on the subject, relating to the execution of deed, etc., dated November 22, 1904. Vol. 5, page 272.

4—The greater portion of the lands for which conveyance is sought had not been patented by the United States Government to the State of Florida at the date of or during this contract, and the Trustees had no power or authority to deal with the lands in question at the date of said contract nor to bind their successors as such Trus-

tees, hence no valid or legal obligation exists, in my opinion, on these Trustees and therefore, the applicant has no legal rights or claims for deeds to 347,753.02 acres as demanded.

Quantum Meruit.

These various contracts and the importance of the subject matter under consideration leads me to a further consideration of the questions presented for my examination and opinion that I would otherwise feel called upon to express after reaching the conclusions above indicated.

That some work has been done must be admitted; that one million acres of land has been deeded no one can deny.

That no permanent lowering of the waters of Lake Okechobee, the Kissimmee River, its lakes and tributaries has been accomplished is to my mind clearly and fully established.

Proceeding, however, upon the theory and principle of allowing a reasonable compensation for services rendered, granting for the purposes of this consideration the good faith of all parties in the gigantic undertaking we will consider what work has been done, with its effects, and what should be paid as a reasonable compensation therefor, taking into consideration what has been paid to the company.

Work Done.

From the reports of Messrs. Daniels, Davidson and Bradford in 1886, we find that the total of 27 miles of canals have been cut, with a maximum depth of ten feet and a maximum width of 60 feet, an average estimated width of 40 feet.

(2.) Total acreage reclaimed, 80,000; since which report we have no definite official data as to measurements and dimensions of canals cut. Subsequent information

seems to be limited to the settlement of expenditures by said drainage company, which does not appear to have been approved by the State Engineer as contemplated by the contract, and which expenditures are set forth in such general terms (see statement Vol. V, page 277), that it would be difficult to determine from that what mileage of canals has been cut or number of cubic yards of earth had been removed.

From Colonel Duval's report, dated August 18, 1884, Vol. 3, page 314, I find that the canals under process of construction between the (two) Tohopekaliga lakes is:

Three miles, 121,400 cubic yards earth removed.

Three and one-half miles from Tohopekaliga Lake into Lake Cypress, 151,968 cubic yards earth removed.

Nine miles, straightening channels. No cubic yards given.

Two and two-tenth miles canal between Hicpochee and Okeechobee, 61,246 cubic yards earth removed.

Fourteen and forty-three one-hundredths miles between Hicpochee and Lake Flirt, 341,322 cubic yards earth removed, making a total of 675,976 cubic yards of earth removed in, say, thirty miles of average canals cut.

Colonel Kreamer, Chief Engineer of the Company, whose estimates on this character of work should be accepted as at least fair to his company, is two cents per cubic yard of earth removed (See his report in Governor Broward's special message to the Legislature), which would make a total cost, according to his estimate, of \$13,519.52, then it follows that if the Company was to receive reasonable compensation for its services rendered it would be entitled to \$13,519.52 for this thirty miles of canals cut, which I submit as an average, if not the best thirty miles cut in the system.

If the Company was to receive lands on the basis of 25 cents per acre for this service it would be entitled to 54,078.08 acres.

It may be contended correctly that this report was made in 1884, and that more work had been done by the Company since, but I do not believe that it can be shown that this is not a fair deduction from the best information on the subject, as a fair basis for the supposition necessary to determine a maximum of work done upon which can be approximated and fixed a reasonable compensation for the maximum services rendered, and for this purpose suppose that instead of thirty miles there has been a maximum of ninety miles of canals of an average quantity of earth removed at an estimated cost per cubic yard of ninety miles of canals under these various contracts, we would find 2,027,928 cubic yards of earth removed in ninety miles of canal, amounting to \$41,758.56 to be paid in lands at 25 cents per acre would require 167,062 acres.

Suppose for the further analysis of this proposition that Colonel Kreamer, the Chief Engineer of this Company throughout its entire drainage operations, was unfair in his estimates or had underestimated the cost of such work, which is not at all probable, and that such work would really cost 10 cents per cubic yard of earth removed in the operation of cutting canals in this drainage district instead of 2 cents per cubic yard, we would find that the estimated ninety miles of canals would have cost \$202,792.00, to be paid for in lands at 25 cents per acre, would require 813,168 acres.

Does this not answer all the questions as to a reasonable compensation for services rendered?

Will any one deny that there are less than ninety miles of canals cut under these contracts?

Will any one contend that it cost more than ten cents per cubic yard, as shown in the above statement, to perform the work?

In Conclusion.

In conclusion, I find

(1) That the original contract, together with all of its supplements, modifications and concessions and agree-

ments is a continuing undertaking and contract, subject to all the forfeitures, conditions and covenants therein contained, not expressly eliminated therefrom by the parties thereto in valid and legal form.

26 U. S. 243	45 U. S. 265.
27 U. S. 531	21 U. S. 589.
21 U. S. 64	18 U. S. 527.
17 U. S. 768.	

All instruments relating to a transaction must be taken together and treated as one entire agreement.

Conrad vs. Atlantic Insurance Company, 7 Law, Ed. U. S. 189.

Black vs. United States, 91 U. S. 269.

Chicago Ry. vs. Denver Ry., 143 U. S. 609.

Contracts may generally be gathered from separate papers taken together as forming part of transaction if connected by reference from one to the other.

Salmon Fall Co. vs. Goddard, 14 Howard 456 U. S.
71 Wallace 106

Contracts construing single transactions relating to same subject and construed together to effectuate intent in view of circumstances.

Joy vs. St. Louis, 138 U. S. 38.

Contracts are due to be construed to accomplish intention of parties. 8 Wallace U. S. 437.

2. That the drainage company has forfeited all of its rights under its several contracts by its utter failure to comply with its covenants, it having failed to permanently lower the waters in Lake Okeechobee, the Kissimmee River, its lakes and tributaries, which was the primal purpose and most important feature in the entire plan,

which, by the terms of its agreement the drainage company was to carry into effect.

I find on this point, as a matter of fact, that the drainage operations under these various contracts has failed to reclaim one single acre of land within fifty miles of Lake Okeechobee in any direction. (a) That of the nine million acres included in this contract, which the company covenanted to drain and reclaim permanently, that only 80,000 acres has been reclaimed as shown by the reports under the most favorable circumstances during the most successful period of operation, which report on this point is coupled with the proviso that "the reclaimed lands along East Lake, with proper subsidiary drainage, may be considered as fit for cultivation in ordinary seasons, provided the canals are freed and kept free from bars and obstructions," which has not been done.

3—That the company has received deeds to 1,652,246.98 acres of land. That a maximum allowance for services rendered would be 813,168 acres; that the company has received deeds to 839,078.98 acres of land in excess of what it has earned. That the statements rendered by the company under the agreement of August 1, 1888, were not approved as provided for in said contract, and show on their face large expenditures not within the terms of the contract, viz: "That said company will expend in 'drainage and reclamation,' certain amounts," etc.

This contract did not authorize the company to sell its old dredges and pleasure boats to the Trustees upon its own valuation, or any valuation, nor does it appear that the company ever delivered the possession of the several boats (paid for out of these expenditures) to the Trustees, or any acceptance of such plant by the Trustees.

5—That the lands in question (or the greater part of them) had not been patented to the State of Florida during these several contracts, nor until April, 1903, and therefore the Trustees did not have the legal title to these

lands nor any right to deal with them nor concerning them. Neither did the Trustees have the power to bind subsequent Trustees in an unauthorized transaction.

6—That there is no equity or legal right existing in the United Land Company to have 347,753.02 acres of land deeded to it under these several contracts as successor to the Disston Land Company, it having been put on notice at the sale under which it purchased, of the failure of this company to carry out its contracts and covenants and that such deeds would not be made.

7—That the resolutions of the Trustees referring to the issuance of deeds under said contracts were revoked and annulled by the Trustees long prior to the filing of this application, and therefore I am of the opinion that the application referred to should be denied. Respectfully submitted.

Yours very truly,

W. S. JENNINGS, General Counsel.

The Trustees having conveyed by error in deed No. 16115 to the Wisner Land Company, Lot 3, Sec. 34, T. 45 S R 25 E, and Lots 1 and 6, Sec. 1, T 18 S, R 32 E, the Commissioner of Agriculture was directed to issue deeds to said company embracing $Se\frac{1}{4}$ of $Ne\frac{1}{4}$ Sec. 29, T. 35 35 S, R 29 E in lieu of Lot 3, Sec. 34, T 45 S, R 23 E, and Lots 1 and 6 of Sec. 1, T 18 S, R 33 E, in lieu of Lots 1 and 6, Sec. 1, T 18 S, R. 32 E, which in lieu tracts have been re-conveyed by the Wisner Land Company to the Trustees.

The proposition submitted to the Trustees on or about the 16th day of September, 1908, by Mr. Charles H. Scott, relating to drainage of the Everglades by the cutting of one hundred and fifty miles of canal, on a basis of sixty per cent. (60%) of the lands owned by the Trustees, etc., which was referred to W. S. Jennings, General Counsel, for examination and report at meeting of the Trustees held on October 1st, 1908; was again presented for consideration by Mr. Gaston Scott. The General Counsel for the Trustees being present and participating in said con-

ference, presented his report and opinion on the proposition, as stated, be declined; whereupon, and after consideration thereof, it was

Resolved, That the proposition submitted by Mr. Charles H. Scott under consideration, for the drainage of the Everglades on a basis, and for and in consideration of sixty per cent. (60%) of the lands owned by the Trustees of the Internal Improvement Fund be, and the same is hereby declined, and the Secretary is requested to notify Mr. Gaston Scott that said proposition has been declined. It is further

Resolved, That the opinion submitted by the General Counsel on this proposition, be recorded in the Minutes of the Trustees, as follows:

Jacksonville, Florida, October 6th, 1908.

Trustees Internal Improvement Fund, Tallahassee, Fla.
Gentlemen:

Proposition of Charles A. Scott to Drain the Everglades.

It appears that on or about the 16th day of September, 1908, a formal written proposition was submitted to the Trustees of the Internal Improvement Fund of the State of Florida by Charles A. Scott, on the subject of draining the Everglades, and that after discussion and consideration of the proposition, it appears that further consideration thereof was postponed awaiting my return from a temporary absence from the State. In the meantime, I met Mr. Scott in New York City, and hurriedly went over the proposition, which was the subject of a letter some days ago to you declining to go into the matter without first having a conference with you on the subject, to which end an appointment was made for the 1st and 2d inst., upon which dates I was in Tallahassee for the purpose of such conference, where, upon my arrival I met one of the Scott brothers, representing the proposition, and after devoting

much time thereto during the first and second instant, it was resolved by the Trustees in effect that the proposition so submitted to the Trustees, be referred to me as General Counsel of the Trustees for further investigation, consideration and an opinion as to the legal phases and questions involved in such proposition, with further request, that I consider the whole proposition in connection with the Internal Improvement Fund that the Trustees might have the opportunity of considering my judgment of the proposition, as well as my opinion upon its legal status, causing to be delivered to me at such conference the original propositions of Mr. Scott, which is in words and figures as follows, to wit:

THE CHARLES A. SCOTT PROPOSITION.

Tallahassee, Fla., September 16, 1908.

To the Trustees of the Internal Improvement Fund of the State of Florida, Tallahassee, Florida.

Gentlemen:

More than a year ago I submitted a proposition through the Governor to drain the Everglades for seventy-five per cent. (75%) of the lands drained held by the Trustees. This proposition was declined by the Governor.

Since that time I have made two more propositions, one for seventy per cent. and another for sixty-five per cent. of the lands held by the Trustees of the Internal Improvement Fund. Neither of these were accepted.

From a careful investigation of all the data and information obtainable upon this subject, and after repeated interviews with parties associated with me, and with the engineers who have information on this subject, I am convinced that the area known as the Everglades cannot be successfully drained for less than sixty per cent. of the land in that area held by the Trustees of the Internal Improvement Fund, which I am informed amounts to approxi-

mately two million acres, therefore, I hereby propose and agree with you as Trustees of the Improvement Fund of the State of Florida, as follows, to wit: I, upon my part, will undertake at some time previous to November 15, 1908, to enter into a more extended and formal contract with you as Trustees, either in my own name or in the name of a corporation which I shall organize, and give security in the sum of not less than one hundred thousand dollars, said security to be good and sufficient and adequate security for the enforcement of my contract.

And I, on my part, will undertake to finish and complete a drainage canal or canals for the purpose of reclaiming the lands in the Southern part of the State of Florida, more particularly known as "The Everglades," in accordance with the plans and specifications heretofore discussed and outlined and made by the Engineers of said Trustees, comprising a canal or canals for said drainage purpose, aggregating somewhere about one hundred and fifty miles long.

I, upon my part, will undertake to begin the work of the digging of said canals within a reasonable time, not later than April 1st, 1909, and prosecute said work with due energy and diligence and complete the same within ten years from that date, substantially in accordance with plans and specifications heretofore referred to, provided that you, as said Trustees of the said Internal Improvement Fund, for and in behalf of that Fund, will enter into a formal and more extended agreement with me and my assigns to convey to me or my assigns by good and sufficient conveyances, sixty per cent. of all lands so reclaimed by said drainage canal and improvements now owned and controlled by the State of Florida and the Trustees of said Fund and sixty per cent. of all revenue derived from the drainage tax imposed and collected by the State of Florida or said Board of Trustees from the owners of lands affected and benefitted by said drainage of said lands and more definitely and specifically described and outlined upon the maps heretofore made by the Engineer

of the Trustees of said Fund, and provided further, that you, as said Trustees, will covenant and agree to deposit in escrow with some responsible banking house or institution, deeds of conveyance, conveying sixty per cent. of this land so reclaimed held and owned by the State and said Trustees, with the understanding and agreement that I, or we, may withdraw a proportionate share of the lands so described after the completion of five per cent. (5%) of the total of said drainage canal. The proportionate share of said lands which we are permitted to withdraw to be in the area affected and improved by the said canal so completed.

This proposition, when accepted by your Board, to be considered binding and obligatory upon you as said Trustees of said Fund until said 15th day of November, 1908, and upon your signifying your willingness to accept and upon our furnishing a good and sufficient bond to the said Trustees of one hundred thousand dollars, the said Trustees of the said Internal Improvement Fund to agree at any time before that date that they, as said Trustees, will enter into a formal and more extended contract in accordance with the terms of this proposition.

CHAS. A. SCOTT.

Legal Status.

The first general proposition to be considered, as it appears to me, is that portion of the communication wherein Mr. Scott says that he is willing to undertake and finish and complete a drainage canal for the purpose of reclaiming lands in the southern part of Florida, more particularly known as the "Everglades," in accordance with the plans and specifications heretofore discussed and outlined and made by the Engineers of said Trustees, comprising a canal or canals for said drainage purpose, aggregating somewhere about one hundred and fifty miles long, for and in consideration of a good and sufficient conveyance of sixty per cent. of all the lands that are reclaimed by said drainage canals and improvements now

owned and controlled by the State of Florida and Trustees of said fund and 60 per cent. of all revenue derived from the drainage tax imposed and collected by the State of Florida or said Board of Trustees, from the owners of lands affected and benefited by said drainage of said lands by said drainage canals and improvements.

There are two features to the above proposition, which, in my opinion, cannot be considered by the Trustees, and while I do not deem it necessary to go into a lengthy discussion of them to state a conclusion, but for the purpose of this examination and opinion they may be enumerated and disposed of in the following manner:

State Lands.

(a) "Lands owned and controlled by the State of Florida," as distinguished from "Lands held by and vested in the Trustees of the Internal Improvement Fund," embracing lands reserved and owned by the State Board of Education which are not the subject of sale, contract, control or management by the Trustees of the Internal Improvement Fund, to whom this proposition is addressed, and therefore it is my opinion that such lands cannot be considered in connection with these negotiations.

Drainage Tax.

(b) The drainage tax referred to, doubtless meaning the tax imposed under Chapter —, Laws of Florida (1907), establishing drainage district and providing for an annual tax of fifty cents per acre, which is not a part of the Internal Improvement Fund of the State of Florida, nor under the control or management of the Trustees of the Internal Improvement Fund of the State of Florida, to whom this communication is addressed, and is not therefore, in my opinion, the subject of consideration or disposition by the Trustees of the Internal Improvement Fund, and cannot be considered in the premises.

General Proposition.

The general proposition above stated, after eliminating the features (a) and (b), as above as not in my opinion within the powers and duties of the Trustees of the Internal Improvement Fund, appears to be a far-reaching one, contemplating a radical change in the policy of the Trustees involving the entire Fund, and a consideration of the proposition and questions incident thereto, calls for an examination of the history of the Fund, and a final decision by the Trustees as to the best plan for carrying into effect the trust imposed and vested in them in handling the remainder and comparatively small portion and remnant of a once magnificent domain coming to the State under Act of Congress of September 28th, 1850.

History of the Fund.

Your familiarity with the history of the Fund is too well-known to the writer to permit a review at any length, but I feel impelled to refer briefly to it, without, however, special effort to a chronological plan of statement, yet, some reference that will recall to your minds some points that have impressed me as being essential in the consideration of the matter so presented.

Two Separate and Distinct Policies Pursued by the Trustees.

1—By contract with individuals or corporations.

2—To have the work done by the Trustees themselves.

From my study of the history of the Fund, its policies, managements and dispositions, I submit there has been two separate and distinct policies, which may be summarized as follows:

(a) The first policy which seems to have been adopted by the Trustees of the Internal Improvement Fund, was the undertaking to carry into effect the provisions of the Act of Congress of September 28th, 1850, under the pro-

viso and section two of said act, which reads as follows: "Provided, however, that the proceeds of said lands, whether from sale or direct appropriation in kind, shall be applied, *exclusively*, as far as necessary to the purpose of reclaiming said lands by means of levees and drains aforesaid, in conformity with which under the provisions of Chapter 610, Laws of Florida, creating the Internal Improvement Fund of the State of Florida, and designating Trustees of said Fund, in whom "said lands" or the fund arising from the sale thereof, after paying the necessary expenses of selection, management and sale, are hereby irrevocably vested in five Trustees, there designated, and their successors in office, to hold the same in trust for the uses and purposes thereafter provided, with the power to sell and transfer said lands to the purchasers, and receive payment for the same, etc., as provided for in Section 2 of said Act, with the further powers and duties as provided for in Section 16 of said Act, among them being the power to fix the price of the public lands included in the trust having due regard to their location, value for agricultural purposes, or on account of timber or naval stores, and make such arrangements for the drainage of the swamp and overflowed lands, as in their judgment may be most advantageous to the Internal Improvement Fund and the settlement and cultivation of the land, etc., and which said laws are also found in the General Statutes, was by means of contracts with private individuals or corporations.

Among the early contracts entered into by the Trustees of the Internal Improvement Fund of much magnitude, was entered into in the early part of April, 1881, growing out of a proposition made by Hamilton Disston for the drainage and reclamation of the lands overflowed by the waters of and adjacent to Lake Okeevhobee and the Kissimmee River, Vol. 2, folio 432, Printed Minutes, Contract 463 ib. 437, ib. 480 ib. and 503 ib.

In this contract it was agreed, among other things, in effect that Disston and his associates undertake at their

own expense and charge, to drain and reclaim by drainage all overflowed lands of the State of Florida, practicable and lying south of Township Twenty-three and east of Peace Creek, belonging to the State of Florida, or said Internal Improvement Fund, now subject to overflow by Lake Okeechobee, the Kissimmee River and its branches, and the lakes contiguous to said river, whose waters now flow into River or Lake Okeechobee, or into the Caloosahatchee River, or Miami River, or other outlets, by cuts or canals, including both those already patented, as well as those that may hereafter be patented to said State by the United States, the said lands to be reclaimed and drained and rendered *fit for cultivation by permanently lowering and keeping reduced the waters of Lake Okeechobee*, and thereby permanently lowering and keeping reduced the high water level of said river, and by thus lowering the waters of said lake, creating an increased current in said river, and by the increased current thus created causing the bed of said river to cut or wash out, and by these means and by cutting off bends in said river to further increase the current of said river and permanently confine the water-flow of said river within its natural banks, and *thereby effectually and permanently prevent the overflow of its banks; it being understood and agreed that the drainage, reduction or lowering of the waters of Lake Okeechobee*, may be made by a series of cuts or canals from the waters of said lake to the Caloosahatchee River on the west, and by cuts and canals from said lake eastwardly to the waters of the St. Lucie, or other available points, and also by cuts or canals southwardly to some stream or streams through the Everglades, and also by cuts or canals on the southeast side of the Everglades to the Miami River and to any small stream heading or rising in the Everglades; provided, however, that no canals or cuts shall be made, dug or constructed unless the same be necessary to reduce the waters of said Lake Okeechobee, to effect the said object of drainage and

permanently reclaiming said lands. Vol. 2, page 464-465.

The Trustees of the Internal Improvement Fund agreed in effect upon their part and their successors to pay, give, grant, convey and deed the alternate sections of land, belonging to the State or to their Fund now patented, or that may be hereafter acquired, within the limits of this contract, which may be reclaimed and thus rendered fit for cultivation; such lands to be conveyed in such quantities and at such times as may be justified by the progress of the work, and will be equitable and just to the said parties hereto, it being mutually agreed that the policy of the Board of Trustees will at all times be such as not to pay in excess of the work done, and yet to such extent and at such times as will facilitate and aid the faithful performance of the covenants of the parties of the first part. Vol. 2, page 466, Printed Minutes.

It will be observed from the provisions of this contract that it embraces as a drainage district an area approximating 9,000,000 acres of land.

The Everglades Included.

The lands commonly referred to as the "Everglades" since described and patented to the State of Florida by the United States, it will be seen is a part of the land included in the foregoing contract, and to be drained and reclaimed under the provisions thereof.

Lands Under Scott Proposition Included.

Likewise the lands embraced in the Scott Proposition under consideration are included in the provisions of the foregoing contract.

Progress and Result.

Meager information may be gathered from the Minutes of the Trustees of the Internal Improvement Fund touching the progress of the work and the result thereof, which,

coupled with extraneous information to be supplemented by a personal observation and knowledge of a general character, justify the estimation that approximately 90 miles of canal were constructed.

The Kissimmee Canals.

Under the provisions of the foregoing contract and amendments and supplements thereto, canals and cuts were made; a canal was cut from East Tohopekaliga Lake into Lake Tohopekaliga 3.2 miles in length, 36 feet to 37 feet wide and from 4 feet to 7 feet deep; a canal was cut from the south end of Lake Tohopekaliga, known as Southport, into Cypress Lake, 3.6 miles long, 70 feet wide and from 5 feet to 8 feet deep; a canal was cut from Cypress Lake to Lake Hatchinea, 2.4 miles long, 70 feet wide and 4 feet to 6 feet deep; a canal was cut from Lake Hatchinea to a point in the direction of and near Lake Kissimmee about 36 feet wide; several cuts were made across loops and bends in the river, approximately 2 miles long, varying from 45 feet to 60 feet wide and from 2 feet to 6 feet deep, between Lake Kissimmee and Orange Bluff, which is about 30 miles from the south end of Kissimmee Lake; a canal was cut from a point on the southwest side of Lake Okeechobee, 25 feet wide and from 4 feet to 7 feet deep, for a distance of 2.57 miles, connecting the waters of Lake Okeechobee with Lake Hicpochee; a canal was cut from Lake Hicpochee to Lake Flirt, 4 miles long, 46 feet wide and 4 feet to 10 feet deep; and a canal was cut from Lake Flirt westward, or a series of cuts along and near this lake into the headwaters of the Caloosahatchee River for a distance of 9 miles; from 40 feet to 50 feet wide and from 2 feet to 7 feet deep. Daniels Report, 1887: After this the South canal was cut 10 miles long and 40 feet in width, making an approximate total of 90 miles of canals cut, 70 miles of which being in the vicinity of the town of Kissimmee, connecting certain lakes on the Kissimmee River in the Kissimmee Valley, a distance of approximately 300 miles northwest

of Lake Okeechobee, and upon an elevation and more than 100 feet above the level of Lake Okeechobee, the nearest cut to Lake Okeechobee being more than 90 miles distant therefrom, resulting in a greater increased water flow into Lake Okeechobee, instead of *permanently lowering the waters therein*, as provided for in the contract.

It will be observed that there is no reference in said contract to the Kissimmee River, nor to the lakes in the vicinity of the Town of Kissimmee, connecting with the Kissimmee River in the Kissimmee Valley, neither is the direction in which said canals have been cut within the provision and plan of drainage to *reduce and lower the waters of Lake Okeechobee*, nor the connecting of the lakes in the Kissimmee Valley with the Kissimmee River, the result of the work in the Kissimmee Valley had the effect of temporarily reclaiming a few acres of lands under favorable weather conditions when there was a comparatively slight overflow, but without permanency, or permanently reclaiming any considerable acreage of said territory making it permanently fit for cultivation.

The Caloosahatchee Canals.

Some progress was made by the cutting of a shallow, narrow canal from a point on the Caloosahatchee River, beginning at the falls, near Fort Thompson, extending through Lake Flirt and from Lake Hispochee extending into Lake Okeechobee, which, however, have been a failure under the provisions of said contract, inasmuch as they have not been the means of permanently reclaiming and draining and rendering fit for cultivation any known acreage of the swamp and overflowed lands mentioned in said contract, neither has it lowered nor kept permanently reduced the waters of Lake Okeechobee or reduced the water level of said river.

The South Canal.

There is evidence of another effort on behalf of the contracting parties under the provisions of said contract, and

amendments and supplements thereto, to cut a canal southerly, mentioned in the contract to some stream or streams through the Everglades. Their purpose appears to have been to cut a canal beginning at a point south of Lake Okeechobee, near the range line, dividing ranges 35 and 36, extending southward about 10 miles in length, 40 feet wide and 8 feet deep, but this canal has no outlet, and is otherwise ineffectual in lowering the water of Lake Okeechobee, or to the reclaiming of an acre of land, even temporarily; therefore it follows that no known or considerable acreage, exceeding by estimation 25,000 acres in the entire area of 9,000,000 acres embraced in said drainage district and contract has been reclaimed by means of said canals, moreover, from the best information obtainable at this writing, the statement is justified that the water in Lake Okeechobee and in the Everglades have not been permanently lowered or reduced by the cutting of said canals, as evidenced by the fact that the waters in Lake Okeechobee have been for some years past, and are at the present time equally as high as during any period of high water at or before the date said contract was entered into in the early part of the year 1881.

Lands Deeded.

Notwithstanding, it is a matter of common knowledge that 1,652,711.80 acres of lands have been deeded by the Trustees of the Internal Improvement Fund under said contract to the said drainage contractors, or the Atlantic and Gulf Coast Canal and Okeechobee Land Company, the accepted successor of Hamilton Disston and his associates under said contract, and in addition thereto, suits have been instituted in the State Courts to compel you as Trustees of the Internal Improvement Fund to deed 347,288.20 acres of land claimed by the successor to the last named company under said contract, and amendments thereto and other reservations made incident thereto by Trustees prior to the year 1901.

Florida Coast Line Canal and Transportation Company.

About the year 1880, the Florida Coast Line Canal and Transportation Company, incorporated in May, 1881, under an act of the Legislature of the State of Florida, granting certain encouragement therein set forth, sometimes referred to as legislative land grant, presented to the Trustees for their consideration this Act, purporting to grant lands to said canal company, which grants are referred to be considered in this connection with this report. It would seem that the canal company exhibited drafts, profiles and diagrams showing work already done and to be done by said canal company, and that profile of the line of said canal was filed in the office of the Secretary of State about April, 1885, showing indicated thereon the line of said canal in red ink, commencing at a point on the Matanzas River, near St. Augustine, parallelling the Atlantic Ocean and passing through the natural waterways of the Halifax River, Magnolia Lagoon, Indian River, St. Lucie River, through Lake Worth into the waters of Biscayne Bay. Vol. 4, page 9-10, Printed Minutes.

Some progress has been made in the opening up of this waterway during the past quarter of a century, the navigable waters of which parallel the Atlantic Ocean, between the rock rim east of the Everglades and for a greater part of the distance the Atlantic being in easy view thereof, which natural waterways have been connected by means of a canal of an approximate average width of 70 feet, with sufficient average depth of water to accommodate light draft vessels drawing not exceeding $2\frac{1}{2}$ feet of water, which said depth of said canals being below the level of the waters of the Atlantic Ocean, the construction of which seems to have been encouraged by these various acts of the Legislature, from time to time, beginning prior to 1883, Vol. 4, page 14, Printed Minutes.

Section 1 of Chapter 3641, Laws of 1885, reads as follows: "That the State of Florida hereby grants to the

Florida Coast Line Canal and Transportation Company a sufficiency of lands to make up the deficiency of the grants heretofore made to it of 3840 acres per mile, caused by and on account of Spanish and other grants contiguous, and the water of the Atlantic Ocean adjacent to it on the east interfering, the said deficiency to be determined by the Trustees of the Internal Improvement Fund, and the amount found to be due said company to be selected by said company from even and odd numbered sections lying nearest to its line of improvements, not to exceed ten miles, for making navigable for an extended commerce at all seasons and stages of water the lagoons and creeks and rivers, for their whole length, by dredging the shallow places or oyster and sand bars, which now prevent it." This grant was extended from time to time to 1905, when the act purporting to extend said grant was vetoed by Governor Broward.

It appears from the Minutes of the Trustees of the Internal Improvement Fund, that these Legislative land grants were presented from time to time, together with their acceptance, to the Trustees of the Internal Improvement Fund for approval and compliance therewith, as also with other questions, such as was presented in the communication as of the 14th of March, 1889, in which the Trustees were requested to pass upon the question as to whether said company under said legislative land grant of February 6, 1885, will be entitled to lands for the entire distance between the terminal points of its canal, including the natural waterways already navigable which it will connect, or only to lands for the mileage of actual work done in opening channels over flats and shoals, widening and deepening creeks and rivers, and cutting out land divides between such natural waterways so as to connect them. Vol. 4, page 20, Printed Minutes.

Upon the consideration of this question, it was resolved by the Trustees that the canal company would only be entitled to lands on a computed mileage of constructed canal, natural waterways not to be included, which reso-

lution, however, was afterwards rescinded, leaving the question open and undetermined, March 9, 1886, and further reference was made to the same proposition March 26, 1889. Other matters of reservations, claims, propositions, exceptions and references thereto, incident to this contract aggregating 65 pages of typewritten matters, besides numerous exhibits of documents, diagrams and plates therein referred to, which must be consulted by the student of this contract, before its progress can be fully comprehended, and at the end thereof it is my opinion that he will be confronted with but one general question, namely, what was the purpose of this canal? If for commerce and transportation, according to the acts of the Legislature, and many references thereto in the Minutes of the Trustees, it was clearly outside of the scope and purpose of the grant under Act of Congress of September 28, 1850, granting the swamp and overflowed lands within the State of Florida to the State for the purpose of drainage and reclamation, under the provision of Chapter 610, Laws of Florida, creating the Board of Trustees of the Internal Improvement Fund prescribing their powers, duties and manner of disposition of the lands, wherein in the language of which law it is made the duty of the Trustees to fix the price of the public lands included in the trust, and to make such arrangements for the drainage of swamp and overflowed lands as in their judgment may be most advantageous to the Internal Improvement Fund and the settlement and cultivation of the land.

Results.

The result of this work extending over a quarter of a century, notwithstanding the cutting of the several lagoons, cuts and canals, which for the purposes of this opinion may be admitted to be successful for transportation of light draft craft for the transportation of non-perishable freight, and for small pleasure craft, it must likewise be admitted that for the purposes of drainage and reclamation of swamp and overflowed lands, it stands un-

excelled as a failure, for with the exception of a very few hundred acres, in the immediate vicinity of and abutting the canal, no lands have either been drained or reclaimed by it.

Lands Deeded.

For the work upon these canals, and presumably under the acts of the Legislature aforesaid, the Trustees of the Internal Improvement Fund, from time to time, prior to 1901, deeded to said canal company 595,778.63 acres of swamp and overflowed lands of said Fund, and subsequently to 1905, I understand, additional and supplementary contracts were entered into by and between the Trustees and the said company, and that other lands have been deeded to said company in settlement of its claim for and in consideration of their works contracted to be performed by it. As to these last named contracts, I am not sufficiently familiar with the facts, and have not at hand sufficient data to make further report thereon.

Florida East Coast Drainage and Sugar Company.

On or about February, 1898, a proposition was submitted to the Trustees of the Internal Improvement Fund on behalf of J. R. Parrott, J. E. Ingham, J. E. Murray, J. M. Schumacher, G. R. Pride and R. E. Rose, afterwards incorporated as the Florida East Coast Drainage and Sugar Company, for a drainage contract to be agreed upon for all of the unsurveyed lands granted to the State of Florida under the Act of Congress of September 28, 1850, south of Township 46 and east of Range 37, which was followed by the Trustees executing a contract with the said parties and associates, under date of June 29, 1898, which provided, among other things, that said parties and their successors will undertake to drain and reclaim at their own expense, all of the unsurveyed lands granted to the State of Florida by the Act of Congress of September 28, 1850, lying and being south of the township line dividing Townships 46 and 47 and east of the range line divid-

ing Ranges 36 and 37 east, and north of the township line dividing Townships 58 and 59 south and west of the range line dividing Ranges 41 and 42 east to the north line of Township 52 south and thence west of a line following the exterior lines of the government survey as shown by State map filed and made a part of said agreement, aggregating 800,000 acres of land, said contract providing for the drainage and reclamation of said lands by means of cuts, dykes and canals, work to begin within six months after the execution and delivery of said contract; that there should be excavated 200,000 cubic yards during each year of said contract, and in addition to the expenditure by the parties of the first part, incident to the drainage and reclamation of said lands, they agreed to pay the sum of 25 cents per acre for such lands as shall be conveyed under said agreement; it was further agreed on behalf of the Trustees that they would not convey less than 20,000 acres in any one deal and before conveyance 200,000 cubic yards of excavation for drainage and reclamation purposes shall have been made, but whenever it shall appear that any of said lands have been thus earned and said purchase price is tendered therefor, good and sufficient deeds of the existing title of the State of Florida, shall thereupon be made and executed therefor. Vol. 4, page 440, Printed Minutes. This contract was extended upon application of the Florida East Coast Drainage and Sugar Company in December, 1900, two years from that date. Vol. 5, page 32, Printed Minutes.

Progress and Results.

I have not at hand sufficient information, nor is the same obtainable from the Minutes of the Trustees to form an opinion as to the progress resulting under this contract embracing as it does approximately a contract for the drainage of 800,000 acres of land transferring the control thereof under the provisions of said contract to the said canal company, for a period including its extension of approximately 5 years, but as far as I have been able

to ascertain from the Minutes of the Trustees, not a single cubic yard of earth has been removed, or any other definite effort made to drain and reclaim any part of the land so contracted to be drained by means of said cuts, canals or dykes.

Some few other contracts have been entered into from time to time between the Trustees of the Internal Improvement Fund and proposed canal and drainage companies, which it is not deemed necessary to consider here. These citations and references are merely made to call your attention to the leading features under the first named policy of the Trustees to reclaim swamp and overflowed lands by means of contracts with private individuals and corporations.

Railroad Land Grant Contracts.

Several acts of the Legislature were passed, making land grants to railroads and canal companies, which I shall not undertake to enumerate here, all of which are to be found in the printed laws and easily accessible, a few instances may be cited, however, in this connection.

Among the early legislative enactments purporting to grant swamp and overflowed lands to railroad companies of the domain granted to the State of Florida under Act of Congress of September 28th, 1850, was contained a provision, amongst others, to the effect that the State of Florida grants to the said railroad * * * ten thousand (10,000) acres of land for each mile of road which it may construct, of lands granted to the State under Act of Congress September 28th, 1850, subject, however, to all of the trusts to which said fund is applicable and subject under the act approved January 6, 1855. (Sec. 5, Chapter 3170) (Sec. 7, Chapter 3171) (Sec. 11, Chapter 3173.) And a similar provision in apparently all of the enactments or laws touching on the subject, either in the acts themselves or by the General Statutes on the subject enacted 1881, Chapter 3326, Section 240, Revised Statutes of Florida.

The main trust referred to in the Act of 1855 referred to in these smaller land grants, was the plan to reclaim and make fit for cultivation the swamp and overflowed lands belonging to the Internal Improvement Fund, such provision is followed by one of these various acts granting alternate sections of land lying on each side and within six miles of the railroad to be constructed by said company, etc., "Provided, that said company complies with the provisions of an Act providing for the encouragement of a liberal system of Internal Improvement in this State approved January 6th, 1855, and the amendments thereto, as to the manner of constructing the roads and drainage. Many similar provisions could be cited, but these are sufficient to show that such enactments must have been upon the theory that these legislative grants were in aid of the drainage and reclamation of the swamp and overflowed lands of the State within the meaning of the Act of Congress of September 28, 1850, and of the provisions of Chapter 610, Laws of Florida, vesting the legal title to the lands in the Trustees of the Internal Improvement Fund and their successors in office with an expressed trust to be performed under the powers granted and duties prescribed, the main trust being the drainage and reclamation of the swamp and overflowed lands of the State of Florida.

Contractual Force.

The evident observance by the then Trustees of some contractual force of such legislative land grants to railroad companies for the purpose, as expressed in said grants, "to aid in constructing said railroads and drainage," is apparent.

Progress and Results.

Thereupon, certain railroad companies proceed to construct many miles of railroad, apparently under the provisions of these legislative grants of land, and received deeds to a large area of the swamp and overflowed lands

of the Internal Improvement Fund by the Trustees thereof, aggregating approximately 8,000,000 acres of land leaving a balance claimed by the railroads and their assignees in 1900 of upwards of 5,500,000 acres of land which was approximately that acreage in excess of the total acreage then patented to the State.

Certificates.

In addition to the lands heretofore granted to the various railroad companies referred to, as having been deeded, certain certifications were issued from time to time, about the year 1888, of which there remained outstanding at the close of the year 1900 upwards of 700,000 acres so contracted in aid of said railroads. The standard form of these certificates being to recite in the preamble to the various acts of the Legislature as heretofore referred to, granting said acres of lands to said railroad companies, that in consideration of the premises and in conformity with the Act of the Legislature aforesaid, do hereby certify that said railroad company (naming it) is entitled to said lands, particularly describing the same therein, whenever the same shall have been patented by the United States under Act of Congress of September 28, 1850, and that upon receipt of such patent by the State the said Trustees will convey said lands to the said company, its successors and assigns, etc.

Results.

The result of these undertakings by the railroads under these grants of aid to the feature of drainage and reclamation of swamp and overflowed lands under the grants cited, has been so diminutive that no record has been made that I have ever been able to find.

Litigation.

You are not unmindful of the fruitful source of litigation that followed these contractual undertakings here-

in above cited, it has not only been prolonged and expensive to the Fund, but has at times the appearance of imperilling the entire Fund.

Summary.

Without further inquiry or citation, it would appear that under the first policy named, and apparently under the provisions of the contracts entered into by the Legislature of the State of Florida and the Trustees of the Internal Improvement Fund looking to the drainage and reclamation of the swamp and overflowed lands under the provisions of said acts and Federal and State laws and amendments thereto, the accomplishment and cost thereof may be summarized as follows:

(a) That there has been constructed approximately 90 miles of unsuccessful drains and canals.

(b) The temporary or partial drainage and reclamation of an area of land not exceeding 100,000 acres of land under the contractual system during a quarter of a century.

(c) That the Internal Improvement Fund has contributed under said contractual instruments by duly executed deeds to said railroad and canal companies upward of 10,000,000 acres of land not including 700,000 acres or more held in certificates issued to said railroad companies.

II. Drainage and Reclamation by the Trustees Themselves.

The second policy adopted by the Trustees of the Internal Improvement Fund was to drain and reclaim the swamp and overflowed lands under their own supervision and direction. It must be apparent to your minds, that for many years prior to 1901, there were no considerable number of acres of land available in the Internal Improve-

ment Fund, that comparatively few acres in the Fund were covered by reservations of the Trustees, deeds in escrow or certificates, and in most instances claimed by two or more contesting claimants under alleged land grants, and not until the Everglades patent was procured in 1903, was there a sufficient acreage available in the Fund to attract any attention, or to justify any future application thereof to the main purpose of the Fund, it being exhausted.

“The Everglades.”

As stated, in 1903, a patent was procured for approximately 2,800,000 acres of land lying south of Lake Okeechobee, and commonly referred to as “The Everglades.” The lands embraced in this patented area and, notwithstanding the fact that it was this particular land that Senator Westcott had in mind when he introduced a bill in the United States Senate upon the subject of the grant of the swamp and overflowed lands lying south of Lake Okeechobee, to the State of Florida for the purposes of reclamation, about 1847, which resulted in the agitation of the question and the passage of the Act of Congress of September 28, 1850, of all the swamp and overflowed lands in the various States to the States, for the purpose of drainage, under which Act upwards of 20,000,000 acres of land was granted to the State of Florida, by Congress, the primary purpose being to reclaim the Everglades, of which large domain more than 10,000,000 acres have been deeded to railroad and canal companies, under these various grants, the Everglades, from Lake Okeechobee southward for fifty miles, embracing a territory approximating 3,000,000 acres of land remain inundated, unreclaimed, uninhabited and unimproved, the condition being the same as prior to said land grant to the State, or the century preceding.

Administration Ending 1905.

During the remainder of the State administration ending January, 1905, after the patent to the Everglades was

procured. The Trustees were engaged in examining into and establishing the legal status of the many conflicting claims growing out of former Legislative land grants, acts, certificates, reservations and deeds in escrow entered into by the Trustees of the Internal Improvement Fund, answering demands made by claimants under said land grants, and litigation to compel such conveyance of said lands which followed.

Subsequent to 1905, during the present administration, the litigation, as you are aware, was continued vigorously, which resulted in Judge Swayne in the Federal Court holding in effect, that the Trustees of the Internal Improvement Fund were empowered to, and he proceeded to authorize the Trustees to sell lands of the Fund and apply the proceeds thereof, under their own direction, to the drainage and reclamation of said swamp and overflowed lands of the Fund, by purchasing and operating modern dredges of great capacity in the cutting of drains and canals, which was followed by settlement of the important and pressing litigation effecting the title to the lands of the Fund.

Modern Dredges Constructed and Installed Under Supervision of the Trustees.

In the meantime, during the remainder of the present administration, the Trustees having determined upon the policy of purchasing the material and causing to be constructed under their own supervision, modern dredges of great capacity, and installing them under their own direction in New River, near Fort Lauderdale, and operating them in the drainage of the "Everglades." The first of said dredges constructed and operated named "The Everglades," cutting a canal from New River into the Everglades, approximately 60 feet wide and 10 feet deep, in a westerly direction. A few months later, a second dredge, the "Okeechobee," was launched, and proceeded to the south fork of the river, and began operations in a westerly direction, about a mile and a half south of the Dredge

"Everglades," it being the proposed policy of the Trustees to have these two dredges to proceed towards and to Pine Island, at a distance approximately of three miles apart, and thence northwesterly from said Pine Island about 6 miles apart towards Lake Okeechobee, and from the best information obtainable at this writing, it appears that these two dredges are proceeding in their operation of excavation and dredging through the muck lands of the Everglades at the rate of about 100 feet per day each, or one-half mile per month each, reclaiming as they proceed, the land lying between the canals so cut by said dredges of approximately 3 miles, and extending a half mile north of the canal cut by the Dredge Everglades, and for a half mile south of the canal cut by the Dredge Okeechobee, which is equivalent to a total width of upwards of six miles in width of land being reclaimed as these two dredges proceed westward.

I am advised that it is the policy of the Trustees, and within their present plans of reclamation under their direction, to have these two dredges continue their journey to Lake Okeechobee by Pine Island, proceeding from which point thence at a distance between the two dredges of approximately 6 miles, which will, it is estimated, reclaim the lands between the two canals so cut, and also for a distance of 3 miles on the north and south side of the respective dredges, making a total of approximately two townships in width of reclaimed lands as these two dredges proceed towards Lake Okeechobee, a distance of approximately 40 miles, thus definitely reclaiming as a minimum a little upwards of 300,000 acres of land. The estimated cost per mile for each dredge is \$3,000.00, or \$240,000.00 for the two dredges for the entire distance and length of the two proposed canals, the same being approximately 85 cents per acre in round numbers, allowing 15 cents per acre for extra expenditure, the total estimate cost would be \$300,000.00, or \$1.00 per acre as a minimum result.

The resulting effect of these two large canals of the dimensions of 60 feet wide and 10 feet deep each, anticipates the lowering of the waters of Lake Okeechobee from 3, 1.2 feet to 4 feet, the effect of which will be to withdraw from the entire territory lying south of Lake Okeechobee, or the entire length of said canals for an average width of 40 miles, approximating 1,000,000 acres of land, and preventing the overflow from Lake Okeechobee over the remaining 2,000,000 acres owned by the Fund.

Summary.

To summarize the general proposition, according to the best information obtainable, the Scott proposition would mean a minimum expenditure based either upon the calculations as stated of 150 miles of canals, or \$450,000.00 outlay and the division of all lands owned by the Trustees, to say nothing of those eliminated on legal grounds from the proposition, on an estimated valuation of say \$2 per acre, would entitle Mr. Scott, under his proposition, to 60 per cent. of the value of say 1,200,000 acres of land, \$2,000,000 for an estimated expenditure of \$450,000.00, 1,200,000 acres of land upon completion of his contract, leaving the State 40 per cent.; 800,000 acres, valued at \$1,600,000 upon the same basis of reclaimed lands, should his contract be successful at the end of his contract term, or, on the other hand, upon reclamation, should the lands be worth \$10 per acre, it would mean that Mr. Scott's 60 per cent. would be worth \$12,000,000.00, and the State's 40 per cent. \$8,000,000.00.

Drainage and Reclamation by the Trustees.

On the other hand, should the Trustees continue their drainage and reclamation operations on the basis that they are now operating, and cut the same mileage of canals at an expenditure of say \$450,000, with the proceeds of say less than 250,000 acres of lands at \$2 per acre producing this amount of money, this would leave in

the Fund of the Trustees operating under their own direction upon completion of the reclamation, 1,750,000 acres of land.

Official Responsibilities.

As stated in the beginning of this paper, the general proposition contemplated a transaction embracing the entire fund, which to carry into effect would transfer the practical management of the drainage and reclamation operations from the Trustees to the contractors, there being no other lands or properties of the Fund of sufficient magnitude under which the Trustees could undertake further drainage and reclamation work, and which would result, it appears to me, in the exhaustion of the provisions of the law creating the Fund and would impair the powers of the Trustees incident to the management or controlling the Internal Improvement Fund. Such a radical step may, or may not be within the scope of the powers and duties vested in the Trustees of the Internal Improvement Fund. However this may be, I am deeply impressed with the idea that it would not be in line with the purpose of the Legislature within its wisdom creating the Internal Improvement Fund, who designated these disinterested high State officials with the responsibility of the management of the Fund.

I am not unmindful of the manifold duties imposed upon the State officials, that have been designated as Trustees of the Internal Improvement Fund by law, the Legislature has from time to time created various boards and burdened them with the control and management of various institutions and departments of the State's government, which practice has continued until the many responsibilities and duties thus imposed have become exceedingly burdensome, and those who have full knowledge of the extraordinary requirements of the Official positions so held can well appreciate your consideration of matters which appear to tend to relieve you of some of the responsibility so cast upon you, but after a full con-

sideration of the proposition under the terms and conditions suggested, I fail to find that under the contract so contemplated your responsibilities would be made lighter, in handling the drainage and reclamation work under the proposed contract therein contained, and having the work done under your own direction and supervision. Under the contract proposed, you would part with the direction of the work in a measure for a definite period of time and should the management become unsatisfactory you would be dependent upon the slow process of enforcing the fulfillment of the contract that might be under dispute.

On the other hand, while conducting the drainage operations directly, should the same become unsatisfactory or extravagant, you have the power, and, of course, it would be your duty to change the management, which is at once the simplest and most direct way of handling transactions involving such great responsibility and of such magnitude.

The drainage of the Everglades is dependent upon the cutting of sufficient canals to permanently lower the waters of Lake Okeechobee. The proposed contract covering as it does a limited mileage of canals, namely one hundred and fifty (150) miles is not considered sufficient to permanently lower the waters of Lake Okeechobee, and the water level of the Everglads.

Hence, it appears imperative to the best management of the Fund and the discharge of the great responsibility and trust resting upon the Trustees, that they should remain free in the discharge of said duties, powers and trusts to continue operations or be free to enter into further contracts or to make further effort unde their own direction superior to any contact that they could make in oder to facilitate the work of permanently lowering the waters of Lake Okeechobee as heretofore planned by the Trustees, to a depth of from three to four feet, and at the same time permanently lower the water level of a like depth over the entire area of the lands commonly referred to as the Everglades.

Conclusion.

It is therefore my judgment and opinion that the Trustees of the Internal Improvement Fund should not accept the proposition submitted by Mr. Scott, or enter into a contract involving the entire acreage of land owned by them, either by sale thereof or contract to deed the same in kind for services to be rendered in the drainage and reclamation of the lands of the Fund, and further that the valuation placed upon the work contemplated would not be reasonable compensation or consideration for conveying such a large acreage of land as the Scott proposition contemplates. That the Trustees of the Internal Improvement Fund should continue the policy adopted in the management of the present work of drainage and reclamation, or demand a much larger valuation, either in money as a purchase price for lands coupled with the contract for drainage and reclamation or continue the drainage operations under their own management, to the end that the remnant of the Internal Improvement Fund may be economically and frugally utilized, expended and applied to the purposes under the trust, and accomplishment of the trust, the main one being the ultimate drainage and reclamation of the swamp and overflowed lands as expressed in the Act of Congress of September 28th, 1850, and the Act of the Legislature, Chapter 610, Laws of Florida.

Respectfully submitted,

W. S. JENNINGS,
Counsel for Trustees.

Mr. Walter R. Comfort, of New York City, appeared before the Trustees and submitted a proposition heretofore presented to W. S. Jennings, as agent of the Trustees, relating to the purchase of certain lands in Dade County, which proposition is in words and figures as follows:

Tallahassee, October 12, 1908.

Hon. W. S. Jennings, Trustees Internal Improvement Fund, Tallahassee, Florida.

Dear Sir:

Referring to the several negotiations heretofore considered by us relating to the purchase of certain lands in the Everglades, and their several changes and modifications, I beg to submit the following proposition for the consideration of yourself and the Trustees of the Internal Improvement Fund, namely: That I will purchase Sections 6 and 7 and the west half of Sections 18, 19 and 30, in Township 53, Range 41; and $Se\frac{1}{4}$ of $Ee\frac{1}{4}$ of Section 33 and Sections 34, 35 and 36, and the south half of the south half of Section 27; and the south half of the south half of Section 25, in Township 53, Range 40; Sections 3, 10 and 15, except $Se\frac{1}{4}$ of $Sw\frac{1}{4}$ Sec. 14, in Township 54, Range 40; aggregating ten sections, or six thousand four hundred and twenty-two thirteen one hundredths (6422.13) acres, all being south and east of the Tallahassee Meridian, and situated in the County of Dade, State of Florida, and to pay therefor at the rate of two dollars per acre, one-half of said purchase money to be paid upon deposit of good and sufficient deed of the valid and unincumbered title to said lands, in escrow, in the Barnett National Bank of Jacksonville, Florida. The remaining half of said purchase money to be paid on or before the 15th day of December next, without interest.

In making this proposition for a smaller area than was contained in former negotiations and contracts with you, I desire to express the view formed after greater consideration of the problems and circumstances surrounding the purchase, that it would be more in line with my judgment to expend a larger sum upon the improvement of the property purchased, immediately, rather than to expend the greater amount of the funds available under our organization for the purpose of this purchase for the greater area of land, it being our purpose to expend forty or fifty

thousand dollars in permanent improvements on the lands that we do purchase, in dykes, canals, and laterals, for the immediate improvement of some of the lands so purchased, which will have some general effects on adjacent lands.

Very truly yours,
WALTER R. COMFORT.

Upon consideration of said proposition it was resolved by unanimous vote of the Trustees that said proposition be and the same is hereby accepted, and the salesman of the lands of the Internal Improvement Fund is hereby authorized and requested to cause to be prepared a deed in usual form to Mr. Walter R. Comfort, of New York City, for the above described lands, in accordance with said proposition.

Mr. Walter R. Comfort presented a written request for permission to cause to be placed certain pipes and gateways during the cutting of a proposed canal extending from the Miami River through certain sections named in his letter, which letter is in words and figures as follows:

Tallahassee, October 12, 1908.

*Trustees Internal Improvement Fund, Tallahassee,
Florida.*

Gentlemen:

Referring to our conversation of yesterday, relating to cutting of canals through lands purchased from you, I desire to inform you that it is my purpose to cause to be furnished to the Trustees of the Internal Improvement Fund, pipes and gateways connecting laterals with the main proposed canal that is to be cut as proposed through certain sections in Township 53, Range 41, and Tp. 53, R. 40, abutting a portion of the lands so purchased from you; said pipes and gateways to be placed during the progress of cutting said canals, at such places as I may cause to be designated from time to time, with the under-

standing that it is not to be any extra cost to the Trustees of the Internal Improvement Fund in cutting said canals. And, in order to have the matter definitely before me, I would thank you to advise me of your granting to me of this request.

Very truly yours,

WALTER R. COMFORT.

Upon consideration of this request of Mr. Walter R. Comfort, same is hereby granted, and the Secretary is hereby instructed to furnish him with a copy of this resolution.

Tallahassee, Fla., October 14, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

Mr. Gaston Scott presented a proposition in writing under date of Tallahassee, Florida, October 14, 1908, relating to the purchase of approximately one million nine hundred thousand acres of lands, less five hundred thousand acres, reserved by the Trustees as therein stated, and a further contract relating to the drainage and reclamation of the Everglades by cutting of approximately two hundred and sixteen miles of drainage canals, as therein stated, each to be ten feet deep, sixty feet wide, which proportion is in words and figures as follows, to wit:

Tallahassee, Fla., October 14, 1908.

Trustees of the Internal Improvement Fund of Florida,
Tallahassee, Florida.

Gentlemen:

Having been advised that proposition submitted by Charles H. Scott about the middle of September last,

relating to the drainage of the Everglades has not been accepted. I beg to submit for our further consideration the following proposition on behalf of myself and associates:

Purchase.

First—We desire to purchase a large area of the lands owned by the Trustees of the Internal Improvement Fund in the territory known as the Everglades of Florida, and to enter into a contract to establish a comprehensive drainage system, and to cut canals and drains of sufficient dimensions and capacity to permanently lower the waters of Lake Okeechobee to a depth of three feet below the surface of the earth at the south rim or bank of said Lake Okeechobee. With this in view, I hereby offer to purchase all of the lands now owned by the Trustees of the Internal Improvement Fund, approximately one million nine hundred thousand acres, heretofore conveyed to the State of Florida by patent from the United States, issued about April 19, 1903, known as the Everglades Patent, except five hundred thousand acres reserved by the Trustees of the I. I. Fund, beginning in Township 50 and extending on the eastern portion of said Everglades in alternate divisions, to be agreed upon hereafter, to Lake Okeechobee, and will agree, in connection with this contract, to pay for said lands the sum of one dollar per acre, one-fourth of said purchase money to be paid upon the execution and delivery of good and sufficient deed of conveyance of said lands; the remainder of the purchase money to be payable in equal, semi-annual payments, covering a period of five years, to be evidenced by promissory notes secured by first mortgage on all of the said lands so conveyed, with usual covenants of forfeiture for non-payment; the deferred payments to bear interest at the rate of five per cent (5%) per annum from date until paid.

Drainage System.

Second—We hereby offer, in connection with this proposition to establish a comprehensive drainage system for

the purpose of lowering the waters permanently in Lake Okeechobee to a depth of three feet below the rim or bank of said Lake Okeechobee on the south side thereof, uniformly, the south side of the lake to be defined as the south side of the rim or bank thereof, extending from a point on the east, where the south township line of Township 41 intersects with the waters of said lake, and this bounding and extending along the meander line of said lake around the south side thereof to a point on the west of said lake where the south line of Township 40 intersects with the waters of Lake Okeechobee, by means of cutting a system of canals, namely:

(a) By digging, constructing and maintaining a canal from the waters of Lake Okeechobee on the east in an easterly direction to St. Lucie Sound, or tide water of the Atlantic Ocean on the east, ten feet deep and sixty feet wide with an estimated distance of 36 miles.

(b) A canal from a point on the south shore of Lake Okeechobee to the present north canal cut by the Trustees of the I. I. Fund, near Lauderdale, in Township 50, ten feet deep and sixty feet wide, an estimated distance of fifty miles.

(c) To dig a canal from the waters of Lake Okeechobee into the Caloosahatchee River on the west side, ten feet deep and sixty feet wide, an estimated distance of thirty miles, and to deepen and straighten by dredge the upper end of the Caloosahatchee River to a width and depth of equal capacity to said canal dimensions and cut, to a point in said river to where the capacity of said river is equal to that of said dimensions and capacity of said canal; said river cuts and improvements extend into the Caloosahatchee River, a distance of ten miles.

(d) A canal from the waters of Lake Okeechobee on the south, at a point not nearer than six miles, to the first-named canal, to extend southward from the south shore of Lake Okeechobee, extending in a southerly direction through the Everglades to the waters of the Gulf of Mexico

at Shark River, a depth of ten feet and sixty feet wide, an estimated distance of sixty miles.

(e) From the waters of Miami River westward and northerly on the eastern half of the Everglades to the south canal now being cut by the Trustees of the I. I. Fund in township 50, near Lauderdale, ten feet deep and sixty feet wide, an estimated distance of thirty feet in length.

(f) To cut a canal ten feet deep and sixty feet wide from the tide waters of the Atlantic Ocean at a point in the Hillsborough River, of the capacity and depth of such dimensions through the line of the channel of the said Hillsborough River, through the rock rim on the east side of the Everglades, to a point into the muck lands of the Everglades where the rock is not nearer the top of surface of the land than ten feet, an estimated distance of ten miles.

(g) To cut a canal beginning in the waters of the Atlantic Ocean at the intersection of Cypress Creek in township 49, at tide waters of the Atlantic Ocean, and cut a canal ten feet deep and sixty feet wide in a westerly direction along the channel of said Cypress Creek, into the rock rim running on the east shore of the Everglades into the muck lands of the Everglades, to a point where the rock does not extend within ten feet of the surface of the land, an estimated distance of ten miles.

(h) From the waters at the intersection of Arch Creek in township 52 with the tide waters, through Arch Creek, a depth of ten feet, sixty feet wide, through the rock rim on the eastern shore of the Everglades, into the muck lands at a point where the rock is below ten feet from the surface of the earth, or to the intersection of the canal heretofore referred to, extending from Miami River northward to the South Canal near Lauderdale, an estimated distance of ten miles

The cross-section of the canals above enumerated is

estimated to be of sufficient capacity to permanently lower the waters of Lake Okeechobee and the entire areas of the lands now owned by the Trustees of the I. I. Fund to a depth of between three and four feet below the uniform common level of said south rim or bank of Okeechobee and the level of the lands in the Everglades.

The foregoing proposition is presented as a general proposition, the dimensions, depth, width, and length to be understood to mean the required cross-section or capacity necessary for the accomplishment of the purpose in view, namely, the permanent lowering of the water level of Lake Okeechobee and the Everglades to a depth approximately four feet below the surface of the lands referred to.

The location of said canals to be determined and made under direction of the Trustees of I. I. Fund, from time to time, by skilled engineer to be employed and paid by them, with the further understanding that should the Trustees determine, upon further advices of their engineers, the routes indicated and other problems to be considered and determined by engineers, to change the dimensions of either of said canals, then, in that event, they would be empowered to do so, and to determine where excavations of the aggregate quantities of earth to be removed or cuts to be made for the cutting and construction of canals at such other places as may be determined upon from time to time by the Trustees, would become a part of such undertaking and contract on our part; provided, that such changes should be made prior to the beginning of any work or expense incident thereto by the said contractors.

The specifications to be determined upon after full investigation of the routes above indicated by the Trustees of I. I. Fund, within a reasonable time after notice from the contractors of their readiness to begin work of cutting canals on any particular route; the canals to be cut as determined upon by the Trustees from time to time, and under their supervision and direction.

In order to guarantee the performance of our part of the contract, we agree to enter into a good and sufficient bond and provide acceptable sureties in the sum of one hundred thousand dollars for the faithful and complete performance of our part of such agreement, and undertake the work outlined above within six months from the first day of January, 1909; work to be begun by the installation of modern dredges of large capacity, the number to be determined upon by the contractors, and continue in workmanlike manner—of sufficient capacity to perform a tenth part of the estimated work under said contract, each year thereafter, the entire work to be completed in a workmanlike manner subject to the approval of the Trustees of I. I. Fund, within a period of ten years from the first of January, 1909.

Should this general proposition be considered favorably by the Trustees, we will agree to enter into a formal, definite contract covering these negotiations, by the 20th day of December, A. D. 1908, same to be accompanied by bond for the faithful performance thereof, as above mentioned.

Upon considering the foregoing proposition of Gaston Scott, it appearing to be in the interest of and an advantageous proposition to the Internal Improvement Fund, and acceptable to the Trustees it is therefore

Resolved, That the said proposition for the purchase of the lands referred to in said proposition and the contract for the drainage and reclamation of the Everglades as therein stipulated be, and the same is hereby accepted, with the understanding that a definite contract is to be prepared in line with said proposition and in conformity therewith and to be entered into by Gaston Scott and his associates on or before the 20th day of December, A. D. 1908; payment for the lands and bond for the faithful performance of the contract to be entered into to be provided and furnished on or before the 20th day of December, A. D. 1908; otherwise this acceptance shall be of no further binding force and effect upon the Trustees of the

Internal Improvement Fund, but shall cease and become inoperative as of the date of December 20, 1908.

Resolved, further, That the Secretary furnish Mr. Gaston Scott a certified copy of the foregoing resolution and proposition so presented.

The account of W. S. Jennings, agent for the Trustees of the Internal Improvement Fund, for compensation for services rendered in connection with the negotiations and sale of large tracts of Everglades land to R. P. Davie, aggregating 27,480 acres, at two dollars per acre; and Walter R. Comfort, 6,422 acres at two dollars per acre; for the sum of three thousand three hundred and ninety dollars (\$3,390.00), was presented and upon motion for adoption being put by the Chairman, the vote was: Yeas, Messres. Croom, McLin and Broward; nay, Mr. Knott; so the account was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., Oct. 16, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
B. E. McLin, Commissioner of Agriculture.

First payment on the contract made with the Tampa Foundry and Machine Company, dated August 17, 1908,

hull for dredges, said payment amounting to \$10,000, being due, the Secretary was directed to draw checks for same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Oct. 26, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

The matter of Tatum & Co.'s proposition to purchase the Everglades was taken up and the following preamble and resolutions adopted:

Whereas, On or about the 18th day of March, A. D. 1908, preliminary articles of agreement were entered into by and between W. S. Jennings acting agent for the Trustees of the Internal Improvement Fund of the State of Florida, in the pending negotiations under their instructions and subject to their approval, the party of the first part and J. H. Tatum & Company, of Miami, Florida, and others, party of the second part, in which articles of agreement it was stipulated, amongst other things, in effect that the Trustees would agree upon their part to sell the lands therein described, lying within ranges thirty-eight (38) and thirty-nine (39) in large tracts, in connection with the general negotiations entered into, aggregating one hundred thousand (100,000) acres, and for the sum of one and 25-100 dollars (\$1.25) per acre,

one-half of said purchase money to be paid upon the execution of a good and sufficient deed to said lands to be placed in escrow, as may be hereinafter agreed upon by the parties hereto, not later than the first of January, 1908, one-half to be paid December 31st, 1908, and the remaining one-half May 31st, 1909, deferred payments not to bear interest, the parties of the second part agreeing to accept the proposition and to pay for the lands described therein lying west of the range line between thirty-nine (39) and forty (40), at one and 25-100 (\$1.25) dollars per acre, payments to be made as stated.

It being further mutually agreed between the parties to said preliminary articles of agreement until the making of more definite articles of agreement to be entered into, that the Trustees of the Internal Improvement Fund should apply seventy-five per cent (75%) of the proceeds of the lands referred to and made a part of said negotiations, to the purchase, construction, equipment, maintenance and operation of a modern dredge in the Miami River, in the County of Dade and State of Florida, and necessary expenses incident to the maintenance of the Fund and the public works referred to; and

Whereas, The said Tatum & Company, on or about the 5th day of August, A. D. 1908, made application to the Trustees of the Internal Improvement Fund of the State of Florida for an extension of the time stated in said preliminary articles of agreement, which extension was granted by resolution, as follows, to wit:

“Resolved, That an extension of time be granted to J. H. Tatum & Company, and their associates, to conclude said negotiations in accordance with said preliminary articles of agreement on or before the 1st day of November, A. D. 1908;” and

Whereas, It has been represented to the Trustees of the Internal Improvement Fund that the Davie Realty Company, a corporation organized under the laws of the State

of Colorado, has become associated with and is one of the associates in these negotiations with the said J. H. Tatum & Company, and that said J. H. Tatum & Company and the said Davie Realty Company aforesaid have informed the Trustees of the Internal Improvement Fund that they are prepared to close up the purchase of the lands hereinafter described, in accordance with the former preliminary articles of agreement, as provided, and with the exceptions and reservations made therein by the Trustees of the Internal Improvement Fund, not in conflict therewith; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That the sale of the lands hereinafter described be and the same is hereby agreed to and confirmed, which lands are situate in the County of Dade, State of Florida, and described as follows, to wit:

	Tp.	Range.
South half of sections 25 to 30 inclusive; all of sections 31 to 36 inclusive.....	50	38
All of sections 1 to 6 inclusive, and north half of sections 7 to 12 inclusive, and south half of sections 25 to 30 inclusive, and all of sections 31 to 36 inclusive.....	51	38
All of sections 1 to 6 inclusive, and the north half of sections 7 to 12 inclusive; south half of sections 25 to 30 inclusive, and all of sections 31 to 36 inclusive.....	52	38
All of sections 1 to 6 inclusive; and north half of sections 7 to 12 inclusive, south half of sections 25 to 30 inclusive, and all of sections 31 to 36 inclusive.....	53	38
South half of sections 25 to 30, inclusive, and all of sections 31 to 36, inclusive.....	50	39

All of sections 1 to 6, inclusive, the north half of sections 7 to 12, inclusive, and the south half of sections 7 to 12 inclusive, and the south half of sections 25 to 30, inclusive, and all of sections 31 to 36, inclusive.....	51	39
All of sections 1 to 6, inclusive, and the north half of sections 7 to 12, inclusive; also the south half of sections 25 to 30, inclusive, and all of sections 31 to 36, inclusive....	52	39
All of west half of, except section 16.....	34	39

For and in consideration of the sum of one and 25-100 (\$1.25) dollars per acre, said lands all lying and being west of range line dividing ranges thirty-nine (39) and forty (40); one-third (1-3) of said purchase money to be paid in cash upon the execution and deposit of a good and sufficient deed in escrow, the remainder to be paid in two equal annual payments, with interest after May 1st, 1909, at the rate of six per cent. (6%) per annum until paid. The deed not to be delivered to the grantee until the purchase money therefor is fully paid, and the salesman of the Internal Improvement Fund is hereby authorized and requested to cause to be prepared a deed to said lands in usual standard form, in accordance herewith.

Be it further Resolved, That the Trustees of the Internal Improvement Fund of the State of Florida, agree and do hereby agree on behalf of themselves and successors in office, to apply seventy-five per cent. (75%) of the money arising from the sale of the lands aforesaid to the purchase, equipment, maintenance and operation of a modern dredge in the Miami River, in the County of Dade and State of Florida, and to the necessary expense incident to the maintenance of the Fund and the public works referred to.

And it is further stipulated on behalf of the Trustees

of the Internal Improvement Fund that they will execute a formal agreement embracing the foregoing resolutions and deliver them to the grantee, with the said deed of conveyance, if so desired by said grantee.

The following letter was prepared and transmitted to the Barnett National Bank of Jacksonville, together with papers mentioned therein:

"Tallahassee, Fla., October 26, 1908.

The Barnett National Bank of Jacksonville,
Jacksonville, Florida.

Gentlemen:—

Enclosed you will please find the following papers, deeds, agreements, etc., to be held by you in escrow, subject to the following instructions which have been mutually agreed upon by and between the parties hereto, as follows, to wit:

Deed from the Trustees of the Internal Improvement Fund of the State of Florida, dated October 26th, A. D. 1908, to the Davie Realty Company No. 16189, embracing approximately 80,000 acres of land, as therein more particularly described, to be delivered upon the payment of \$100,000.00 in three equal payments, as follows:

(1) Thirty-three thousand thirty three hundred dollars and thirty-three cents to be paid by the Davie Realty Company prior to the first day of November, A. D. 1908, and deposited with you in escrow to be credited to the account of the Trustees of the Internal Improvement Fund of the State of Florida, upon the deposit with you of a duly executed deed to said 80,000 acres of land, and its verification by the Davie Realty Company, or its designated agent, to be accompanied by an agreement to apply 75 per cent. of the proceeds of said sale to the purchase, construction and operation of a modern dredge in the Miami River, etc.

(2) The second payment, amounting to \$33,333.33, to

be paid to said Barnett National Bank for the credit of the Trustees of the Internal Improvement Fund on or before the 1st day of November, A. D. 1909.

(3) The third payment, amounting to \$33,333.33, to be paid to said Barnett National Bank for the account of Trustees of the Internal Improvement Fund on or before the 1st day of November, A. D. 1910.

It being further mutually agreed by the parties hereto, that said deed is not to be delivered until the full amount of \$100,000.00 and the interest on the balance of the one hundred thousand dollars remaining unpaid, at the rate of six per cent. per annum from May 1st, 1909, until paid, has been fully paid, and upon the failure to pay the full amount or any part thereof within ten days after the due dates above named, then and in that event, the said deed is to be forfeited and returned without further notice to the Trustees of the Internal Improvement Fund by said Bank.

Yours very truly,

N. B. BROWARD,
Governor.

A. C. CROOM,
Comptroller.

W. V. KNOTT,
State Treasurer.

B. E. McLIN,
Commissioner of Agriculture.

Trustees of Internal Improvement Fund.

THE DAVIE REALTY COMPANY,

By

.....
President."

East Coast Lumber and Supply Co., monarch carburetor	15.00
Reed A. Bryan, Agent, incidental expenses in re drainage for month of September.....	24.85
Stranahan & Co., groceries and supplies for dredges month of September, 1908.....	591.60
Featherston Foundry & Machine Co., extras, fixtures, etc., for dredges.....	505.25
Merrill-Stevens Company, work on, and various bolts, hammers, hose and other material for dredges	490.85
H. J. Drane, insurance on dredges.....	550.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

Tallahassee, Fla., Nov. 6, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following account was approved and ordered paid:

I. N. Withers, salary and expenses as selecting agent of Swamp and overflowed lands.....\$146.35

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD.

Secretary.

Governor.

East Coast Lumber and Supply Co., monarch carburetor	15.00
Reed A. Bryan, Agent, incidental expenses in re drainage for month of September.....	24.85
Stranahan & Co., groceries and supplies for dredges month of September, 1908.....	591.60
Featherston Foundry & Machine Co., extras, fixtures, etc., for dredges.....	505.25
Merrill-Stevens Company, work on, and various bolts, hammers, hose and other material for dredges	490.85
H. J. Drane, insurance on dredges.....	550.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Nov. 6, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following account was approved and ordered paid:

I. N. Withers, salary and expenses as selecting agent of Swamp and overflowed lands.....	\$146.35
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The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Nov. 9, 1908.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The account of Reed A. Bryan for \$2,958.01, pay roll in re drainage, was approved and ordered paid the First National Bank of St. Augustine for Mr. Bryan.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Nov. 11, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

The following resolution was offered by Mr. Croom, seconded by Mr. Knott, and unanimously adopted:

Resolved, That the employment of Mr. Frank C. Keen for the completion of the work of checking up the cash sales of the Trustees be extended one week from this day and the Hon. Commissioner of Agriculture be respectfully requested to furnish Mr. Keen one of his clerks to assist in checking up said cash land sales."

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor

Tallahassee, Fla., Nov. 14, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

A proposition was submitted in writing from J. H. Tatum & Co. for the purchase of certain lands, the residue of the Comfort option not taken by Mr. Comfort, which proposition was considered and agreed to by the Board of Trustees, subject to the conditions in the following letter making the proposition:

"Tallahassee, Florida, Nov. 13, 1908.

*To the Trustees of the Internal Improvement Fund,
Florida, Tallahassee, Florida.*

Gentlemen: I beg on behalf of myself and associates to make you the following proposition; to take all of the lands left in the original Comfort proposition, approximating twelve thousand (12,000) acres at the following figures:

Such lands as are in Township 54 South, Range 40 East, and Township 53 South, Range 40 East, at three dollars (\$3.00) per acre, and such lands as are in Township 54 South, Range 39 East and Township 53 South Range 39 East at two dollars (\$2.00) per acre, payments to be made as follows:

One-half cash upon execution of the deed to said lands and one-half payable within six months, the deeds to be placed in escrow upon the payment of the first payment on the proposition, said deeds to be drawn at the direction of Tatum & Company, and upon the further condition that I am given twenty days to close this proposition, and if found necessary to do so and thirty days are required, I shall have that unless I receive notice from the Trustees, after the expiration of twenty days that a purchaser is

waiting to take these lands, and that the option must be closed at once.

Respectfully,

J. H. TATUM & CO.

List of Lands Covered by Proposition of J H Tatum & Co. Nov. 13, 1908.

	T.	R.
Sections 4, 5, 8, 9 and 17.....	54 S	40 E
Sections 1, E $\frac{1}{2}$ of Sec. 2, E $\frac{1}{2}$ Sec 11 and Sec. 12	54 S	39 E
Sections 13, 14, 15, E $\frac{1}{2}$ Sec. 20, Sec. 21, E $\frac{1}{2}$ Sec. 23, Secs. 24, 25, E $\frac{1}{2}$ Sec. 26, Sec. 28, E $\frac{1}{2}$ Sec. 29, E $\frac{1}{2}$ Sec. 32, Sec 33, E $\frac{1}{2}$ Sec. 35 and Sec 36.....	53 S	40 E
Sec. 32 and S $\frac{1}{2}$ of S $\frac{1}{2}$ Sec. 29.....	53 S	40 E

Aggregating 13,600 acres, more or less.

The account of Frank C. Keen, services for two weeks in compiling data for settlement with the Board of Education, for \$50.00 was approved, and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Nov. 17, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following accounts were ordered paid:

W. V. Knott, State Treasurer, for State School Fund, 25 per cent. of sales of public lands by Trustees I. I. Fund, from Feb. 5, 1908, to Aug. 31, 1908.....	\$8,324.94
W. H. Ellis, expenses of trip to Pensacola on business for Trustees.....	49.65

The Trustees then adjourned.

Attest:

W. H. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Nov. 19, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, By the Trustees of the Internal Improvement Fund of the State of Florida, That the Settlement Bonds of the State of Tennessee, now held by the Trustees, be sold and delivered to the State School Fund, at ninety-six and one-half cents flat on the dollar.

Said bonds are as follows:

No. 7318, due July 1, 1913.....	\$1,000.00
No. 7419, due July 1, 1913.....	1,000.00
No. 8063, due July 1, 1913.....	1,000.00
No. 11238, due July 1, 1913.....	1,000.00
No. 11835, due July 1, 1913.....	1,000.00
No. 1750, due July 1, 1913.....	100.00

No. 1751, due July 1, 1913.....	100.00
No. 2950, due July 1, 1913.....	100.00
No. 3267, due July 1, 1913.....	100.00

Total\$5,400.00

with coupons due January 1, 1909, attached to each bond.

Resolved further, That upon the payment of five thousand, two hundred and eleven dollars, being the amount due at the price aforesaid, the bonds shall be delivered to the State Treasurer for the State School Fund.

Upon considering an application made on behalf of the Florida Coast Line Canal & Transportation Company asking the Trustees to approve a schedule of rates and tolls on vessels and merchandise passing through the canal of said Company, and the Trustees having been advised that they have no power to act, nor duties to perform, touching or concerning the approval of the toll rates given by the Florida Coast Line Canal and Transportation Company, now, therefore, be it

Resolved, That the Trustees of the Internal Improvement Fund disclaim any power or authority and do not assume any liabilities or responsibilities whatever, in the matter of approving or fixing the schedule of rates or tolls on vessels or merchandise passing through the canal of said Company; that said Company has the permission of the Trustees of the Internal Improvement Fund, without subjecting said Trustees to any liabilities or responsibilities whatever, and without prejudice to any rights, powers or duties vested in them, if any, which are hereby expressly reserved to fix such rates of tolls on vessels and merchandise passing through the canal of said Company, as the Company may desire and deem reasonable, until further action is taken by the Trustees of the Internal Improvement Fund relating thereto.

The Cedar Key Town Company, successor to Edward N. Dickerson, to whom the Trustees of the Internal Improvement Fund of the State of Florida issued deed, which deed contained the following clause, to wit: "And also other lands embraced in the even numbered sections

lying within six miles on each side of the Florida Railroad, which may hereafter be patented to the State of Florida, as inuring to said State, under the provisions of the act of Congress approved September 28, 1850, entitled "An Act to enable the State of Arkansas and other States to reclaim the swamp lands within their limits; except such tracts as have been heretofore sold by the Trustees of the Internal Improvement Fund," having requested the Trustees to quit-claim to said Company the Sw $\frac{1}{4}$ of Se $\frac{1}{4}$ Sec. 30, T. 15, S, R. 13 E, which tract is within the six-mile limit of said railroad, and has been patented to the State under the act aforesaid; the Commissioner of Agriculture and the Salesman was directed to prepare quit-claim deed embracing said Sw $\frac{1}{4}$ of Se $\frac{1}{4}$, Sec. 30, T. 15 S, R. 13 E, in favor of the Cedar Key Town Company.

The account of Frank C. Keen, services for one week in compiling data for a settlement with the Board of Education, for \$25.00 was approved and ordered paid and his time was extended for one week to complete the work.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD.
Secretary.	Governor.

Tallahassee, Fla., Nov. 20, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

Messrs. P. A. Vans Agnew and N. P. Bryan, Attorneys for the United Land Company, appeared before the Trus-

tees and desired the Trustees to take action upon the offer made by letter of September 10, 1908, as follows:

September, 10, 1908.

Hon. N. B. Broward, Chairman Trustees of the Internal Improvement Fund, State of Florida, Tallahassee, Fla.

Dear Sir: As attorneys for the United Land Company in the matter of its claims against the Trustees of the Internal Improvement Fund, involving the right of the said Company to have conveyed to it by the Trustees, as successor of the rights of Hamilton Disston and associates and the Atlantic & Gulf Coast Canal & Okeechobee Land Company, lands in the Everglades amounting to 347,754.02 acres; we make your Board a proposition, by way of compromise, to accept one-fourth of the amount of land claimed by said Company and for which suit is now pending in the Circuit Court for Dade County, Florida, upon condition that the Company be permitted to select out of the lands in the drainage area reserved to it as shown by the minutes of your Board, the lands to be accepted by it in settlement; and upon the further condition that the Trustees release the Company from liability for any drainage tax for the current year or prior years.

You may remember that about a month ago we discussed with the Board the question of compromise settlement, but at that time we were not authorized by the United Land Company to accept in settlement such a small proportion of their claim. Since that time we have been authorized by the Company to accept in full of all claims against the Trustees 86,938 acres, which is one-fourth of their claim.

In the event the Trustees accept the proposition we request that we be allowed a reasonable time of about thirty days in which to make the selection. Of course this offer of settlement is made without prejudice to the right of the Company in the event it is not accepted.

Yours very truly,

N. P. BRYAN,

P. A. VANS AGNEW."

Thereupon the following resolution was adopted:

Whereas, It appears by the minutes of the Trustees, volume 4, pages 269 to 272, that the Trustees on March 29, 1894, authorized the Atlantic & Gulf Coast Canal & Okeechobee Land Company to select 68,821 and 77-100 acres in lieu of that acreage conveyed by said Company to the Trustees by deed dated December 13, 1893, and authorized the Commissioner of Agriculture as Salesman to prepare deeds of conveyance to said Company: and

Whereas, The United Land Company is successor to the rights of the said Atlantic & Gulf Coast Canal & Okeechobee Land Company with respect to said lands; and

Whereas, The said United Land Company by suit now pending in the Circuit Court for Dade County, Florida, is claiming the right to have conveyed to it 347,754.01 acres, alleged to be due it as successor in title under resolution of the Trustees, dated January 10, 1894, Vol. 4, page 269 of Minutes.

Now, therefore, be it resolved, that the Trustees will convey to the said United Land Company the following described lands:

Parts of Sec.	Sec.	Tp.	S.	R. E	Acres.
W $\frac{1}{2}$	7	44	33	320	
All	11	44	33	640	
All	15	44	33	640	
W $\frac{1}{2}$	19	44	33	320	
All	23	44	33	640	
All	27	44	33	640	
All	1	44	34	640	
All	9	44	34	640	
All	13	44	34	640	
All	13	44	34	640	
All	17	44	34	640	
All	21	44	34	640	
All	25	44	34	640	
All	29	44	34	640	

Parts of Sec.	Sec.	Tp. S.	R. E	Acres.
All	33	44	34	640
All	1	45	34	640
All	5	45	34	640
All	9	45	34	640
All	13	45	34	640
All	17	45	34	640
All	21	45	34	640
All	25	45	34	640
All	29	45	34	640
All	33	45	34	640
All	1	46	34	640
All	5	46	34	640
All	13	46	34	640
All	17	46	34	640
All	21	46	34	640
All	25	46	34	640
All	29	46	34	640
All	33	46	34	640
All fract.	23	43	34	166.60
All	35	43	34	640
All	1	47	34	640
Ne $\frac{1}{4}$	5	47	34	160
All	9	47	34	640
All	13	47	34	640
N $\frac{1}{2}$ and Se $\frac{1}{4}$	21	47	34	480
All	25	47	34	640
All fract.	19	43	35	412
All	31	43	35	640
All	33	43	35	632
All	5	44	35	640
All	9	44	35	640
All	13	44	35	640
All	17	44	35	640
All	21	44	35	640
All	25	44	35	640
All	29	44	35	640
All	33	44	35	640
All	1	45	35	640

Parts of Sec.	Sec.	Tp.	S.	R.	E.	Acres.
All	5	45	35	640		
All	9	45	35	640		
All	13	45	35	640		
All	17	45	35	640		
All	21	45	35	640		
All	25	45	35	640		
All	29	45	35	640		
All	33	45	35	640		
All	1	46	35	640		
All	5	46	35	640		
All	9	46	35	640		
All	13	46	35	640		
All	17	46	35	640		
All	21	46	35	640		
All	25	46	35	640		
All	33	46	35	640		
All	1	47	35	640		
All	5	47	35	640		
All	9	47	35	640		
All	13	47	35	640		
All	17	47	35	640		
All	21	47	35	640		
All	25	47	35	640		
All	29	47	35	640		
All	33	47	36	640		
All fract.	13	44	36	500		
All	17	44	36	640		
All	21	44	36	640		
All	25	44	36	640		
All	29	44	36	640		
All	33	44	36	640		
All	1	45	36	640		
All	5	45	36	640		
All	9	45	36	640		
All	13	45	36	640		
All	17	45	36	640		
All	21	45	36	640		

Parts of Sec.	Sec.	Tp. S.	R. E	Acres.
All	25	45	36	640
All	33	45	36	640
All	1	46	36	640
All	5	46	36	640
All	9	46	36	640
All	13	46	36	640
All	17	46	36	640
All	21	46	36	640
All	25	46	36	640
All	29	46	36	640
All	33	46	36	640
All	1	43	37	640
All fract.	9	43	37	161
All	13	43	37	640
All fract.	17	43	37	423
All	21	43	37	640
All	25	43	37	640
All	29	43	37	640
All	33	43	37	640
All	1	43	37	640
E $\frac{1}{2}$	5	43	37	320
Agregating				68,834.60
In deed the Atlantic & Gulf Coast Canal & Okeechobee Land Co., to Trustees I. I. Fund, Vol. 14, page 269				68,834.60
Excess to above Company				12.83

in full settlement and satisfaction of said suit and all claims against the Trustees by said United Land Company or its assigns.

That said United Land Company be given thirty days within which to accept or reject this offer of settlement.

Upon the question of the adoption of the foregoing resolution in re conveyance of 69,834.60 acres of land,

Comptroller Croom asked for an aye and nay vote, which was taken and resulted as follows:

Ayes.

Governor Broward,
Commissioner McLin.
Attorney General Ellis.

Nays.

Comptroller Croom,
Treasurer Knott.

Ayes, 3; Nays, 2

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., Nov. 23, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.

It was ordered that Governor Broward be advanced the sum of fifty dollars (\$50.00) to pay his expenses on a trip to inspect the work being done by the dredges.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Nov. 24, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.

The account of Governor Broward for \$32.70 to cover expenses of two trips from Jacksonville to Tampa and

Jennings, General Counsel for the Trustees, and in the absence of a quorum no action was taken thereon.

“Jacksonville, Fla., Nov. 24, 1908.

UNITED LAND COMPANY SETTLEMENT.

Trustees of the Internal Improvement Fund,
Tallahassee, Fla.

Gentlemen: Mr. N. P. Bryan called and informed me of a resolution passed by the Trustees to grant to the United Land Company 68,000 acres of land in settlement of its claim, and discussed with me the instruments necessary to conclude the settlement. I stated to him in effect that I would await advices from the Trustees before undertaking to consider or advise with him in the matter.

I write hurriedly to call attention to the very great variance between such allowance and my recommendations on the subject and to suggest that if the Trustees, or any of them, are relying upon my recommendation, which was limited to a reasonable estimate of the cost incident to the litigation that the acreage mentioned is so much greater than I had in mind, that such recommendation should not be considered as the basis of such allowance; and such a basis of settlement, in view of my opinions, is not only embarrassing but is surprising in the extreme, and I feel that I should so inform you. I have repeatedly in my former opinions, in the demurrer and answer filed in the suit, and in my opinion to you of the 12th of October, 1908, called attention to the fact that in my opinion the United Land Company was not the legal successor to the contract rights of the Atlantic & Gulf Coast Canal & Okeechobee Land Company; and I do not now understand how it is possible for the United Land Company to give any valid acquittance or release of the claims of the Atlantic & Gulf Coast Canal & Okeechobee Land Company, of Education was approved and ordered paid, for \$25.00. of land from the Internal Improvement Fund.

Yours very truly,

W. S. JENNINGS.”

The account of Mr. Frank C. Keen for one week's services in compiling data for a settlement with the Board of Education was approved and ordered paid for \$25.00.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Nov. 30, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following telegram was received from Hon. W. S. Jennings, General Counsel for Trustees:

"Jacksonville, Fla., Nov. 30, 1908.

Trustees Internal Improvement Fund, Care of Governor Broward:

Mr. Tatum, accompanied by T. L. Wilson, Attorney, has exhibited to me assurance of closing the option under date of November 15th, remaining lands in Comfort contract, by the twenty-seventh of December. I recommend extension of option to that date. They are waiting here for answer.

W. S. JENNINGS."

After due consideration, the recommendation of Hon. W. S. Jennings, General Counsel, to extend the date of expiration to the twenty-seventh day of December was agreed to.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor

Tallahassee, Fla., Dec. 5, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. S. Jennings, Agent for the Trustees in the sale of lands to the Davie Realty Company, aggregating 80,000 acres, under the contract entered into by himself, as Agent, and J. H. Tatum & Co., and associates, March, 1908, reported that the sale had been completed in accordance with the agreements heretofore entered into and that \$33,333.33 of the total \$100,000 purchase money had been paid into the Barnett National Bank of Jacksonville, Florida, by the Davie Realty Company, as the first payment of the purchase money under said agreement, and further reported that at the instance of the Trustees he had procured a change in the details of consummating the sale from the escrow plan of depositing the deed in escrow awaiting the final payment according to the terms of the contract, to that of delivering the deed upon the presentation of the Davie Realty Company's notes secured by first mortgage on all the property embraced in said negotiations and deed of conveyance from the Trustees of the Internal Improvement Fund to the Davie Realty Company and presented duly executed articles of agreement providing for such change in words and figures as follows:

"Articles of Agreement made and entered into on this, the 29th day of November, 1908, by and between the Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, and the Davie Realty Company, a corporation of Colorado Springs, Colorado, party of the second part, witnesseth:

That for and in consideration of the sum of one dollar paid to the parties of the first part by the parties of the second part, receipt whereof is hereby acknowledged, and

other considerations, the parties hereto mutually covenant and agree as follows, to wit:

The Trustees of the Internal Improvement Fund, on behalf of themselves and their successors in office, do hereby covenant and agree in connection with the sale of approximately 80,000 acres of land situated in Dade County, State of Florida, and more particularly described and set forth in resolutions adopted by the Trustees of the Internal Improvement Fund under date of November —, 1908, which minutes and resolutions are referred to made a part hereof, and in conformity therewith to apply and expend 75 per cent. of the money received from the sale of the lands described and embraced in the deed executed by the Trustees of the Internal Improvement Fund to the Davie Realty Company, No. 16189, and dated the 26th day of October, 1908, aggregating 80,000 acres more or less, to the purchase, equipment, maintenance and operation of a modern dredge in the Miami River in the County of Dade, State of Florida, and to the necessary expenses incident to the management of the Fund and the maintenance of the public works referred to, and do hereby bind themselves and their successors in office to a faithful performance of the covenants of this agreement.

The Davie Realty Company, party of the second part hereto, accepts the provisions of said resolutions and minutes of the Trustees of the Internal Improvement Fund before referred to, and of the above and foregoing covenant on behalf of the Trustees of the Internal Improvement Fund relating to the application of 75 per cent. of the money arising from the sale of the lands to the purchase, equipment, maintenance and operation of the modern dredge in the Miami River in the County of Dade, State of Florida, and to the necessary expenses incident to the management of the Fund and the maintenance of the public works referred to, and further covenants and agrees, in accordance with said negotiations and agreements, to pay the purchase money for the lands aforesaid, as therein provided, together with interest at the rate of 6 per cent. per annum commencing May 1, 1909, on the balance of said

purchase price remaining unpaid after said first day of May, 1909.

It is further mutually agreed that this agreement is supplemental to the agreements to these negotiations and especially to the escrow directions addressd to the Barnett National Bank under date of Chicago, Ill., October 22, 1908.

In witness whereof, the parties hereto have hereunto set their hands and caused to be affixed hereto the seal of the Department of Agriculture of the State of Florida and the corporate seal of the Davie Realty Company by its duly authorized officers.

Signed, sealed and delivered in the presence of, As to the Trustees.

(Seal) N. B. BROWARD,
Governor.

(Seal) A. C. CROOM,
Comptroller.

(Seal) W. V. KNOTT,
State Treasurer,

(Seal) R. E. McLIN,
Commissioner of Agriculture.

As to the Davie Realty Company:

THE DAVIE REALTY COMPANY,

Attest: By R. P. Davie, President.

A. J. Bendle, Secretary.

W. H. Spurghon.

(Corporate Seal)"

which agreement, upon consideration, as executed by the Davie Realty Company, was approved, and the same was signed in open meeting of N B. Broward, W. V. Knott, A. C. Croom, B. E. McLin, respectively, as indicated in the above and foregoing form.

The two mortgage notes for \$33,333.33 each, dated Colorado Springs, Colorado, November 24, 1908, payable on or before the first day of November, A. D. 1909, and the first day of November A. D., 1910, to the order of the Trustees of the Internal Improvement Fund of the State of Florida, or their successors in office, at the Barnett National Bank of Jacksonville, Florida, with interest at the rate of 6 per cent. per annum on the first day of May, 1909, until paid, signed by the Davie Realty Company by R. P. Davie President, were presented and found to be in due form and approved.

A certified copy of the minutes of the Davie Realty Company under date of November 24, 1908, authorizing the execution of the notes by the Davie Realty Company, by the Board of Directors of said Company, and the mortgage to secure the payment thereof, as set forth at length in said minutes, were presented and approved in form, in connection with the agreement, which was likewise presented in the foregoing negotiations.

The account of W. S. Jennings, Agent for the Trustees, for compensation for services rendered and expenses incurred in connection with the negotiations and sale of large tracts of Everglades lands to the Davie Realty Company aggregating 80,000 acres, for the sum of \$100,000, under the contract entered into by and between himself, as Agent, and J. H. Tatum & Company, as associates, and extensions thereof, for the sum of \$3,750.00, was presented and upon consideration it was approved and ordered paid.

Upon the motion for adoption the vote was:

Ayes.	Nays.
A. C. Croom,	W. V. Knott.
B. E. McLin,	
N. B. Broward.	

The account of N. B. Broward, for \$45.10, expenses of trip to Miami and Ft. Lauderdale in the interests of drainage, was approved and ordered paid.

The Secretary, Mr. W. M. McIntosh, Jr., was instructed to advance the sum of \$100.00 to Governor Broward, to defray his expenses to Washington on business for Trustees, voucher for which will be filed upon his return.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., December 8, 3:30 p. m. 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
B. E. McLin, Commissioner of Agriculture.
W. H. Ellis, Attorney General.

The following accounts were presented and ordered paid:

First Nat. Bank of Tallahassee for Reed A. Bryan, Agent, pay-rolls in re drainage.	\$2,611.33
I. N. Withers, salary and expenses as State Selecting Agent for the month of November. . . .	181.25
Fla. East Coast Railroad Company, freight transported for Trustees during the month of October, 1908	76.85
John C. Calhoun, recording deed for Trustees. . . .	1.00
John McDougall, P. M., stamped envelopes for Salesman's Department	106.20
Remington Typewriter Co., one McMillan record for recording loose deeds of Trustees I. I. Fund	14.10

Reed A. Bryan, Agent, incidental expenses of drainage for month of October, 1908.....	43.62
The Featherstone Foundry and Machine Co., bolts, ropes, cranks and various fixtures for dredges	186.87
Lainhart & Potter, lumber for dredges.....	17.01
Frank T. Budge, lumber for dredges.....	30.10
Merrill-Stevens Company, drills, bolts and other fixtures for dredges.....	820.65
Braddock & Bryan, meats for dredges.....	27.35
First Nat. Bank of St. Augustine, for Reed A. Bryan, Agent, miscellaneous pay-roll in re drainage for month of November, 1908.....	768.75
J. S. Andress, Jr., repairs on launch, etc.....	18.75
Stranahan & Co., supplies for dredges.....	677.39
The C. H. Lyne Foundry and Machine Co., work on and material for dredges.....	141.08

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Dec. 10, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The second payment being due on $4\frac{1}{2}$ cu. yd. dipper dredge hull being erected by Tampa Foundry and Machine Company for the Trustees, the Secretary was directed to draw check in favor of said Tampa Foundry and Machine Company for said payment, in the sum of \$5,500.00.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Dec. 15, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Messrs. P. A. VansAgnew and N. P. Bryan, attorneys for the United Land Company, successors to the Atlantic & Gulf Coast Canal and Okeechobee Land Company, appeared before the Trustees and announced the acceptance of the compromise with the Trustees in the conveyance by the Trustees of 68,834.60 acres of land mentioned in minutes of Trustees dated November 20, 1908, as full settlement of all claims of the Atlantic & Gulf Coast Canal and Okeechobee Land Company, or any company or person claiming through or under said company, said attorneys submitting warranty deed of United Land Company to Trustees covering certain lands aggregating 347,000 acres in Dade and Lee Counties, claimed by said Atlantic & Gulf Coast Canal and Okeechobee Land Company; abstract of certificate of title of the United Land

Company; release of mortgage of the Franklin Trust Company to United Land Company, dated December 16, 1905; power of attorney of the United Land Company to P. A. VansAgnew, and certified request of the United Land Company that the 68,834.60 acres, in full settlement of all claims arising under any agreement, contract, or other understanding had or made by the Trustees of the Internal Improvement Fund of the State of Florida, with the Atlantic & Gulf Coast Canal and Okechobee Land Company, or its successors or assigns, in pursuance of the resolution of Trustees, dated November 20, 1908, be conveyed to P. A. VansAgnew. Said papers were ordered spread upon the minutes and are in words and figures as follows:

Warranty Deed.

This indenture, made this 14th day of December, A. D. 1908, between the United Land Company, a corporation organized and existing under the laws of the State of Florida, by P. A. VansAgnew, its attorney in fact, of the County of Osceola and State of Florida, by duly executed power of attorney under date of November 10, A. D. 1905, party of the first part, and the Trustees of the Internal Improvement Fund of the State of Florida, party of the second part, Witnesseth:

That the said party of the first part, for and in consideration of an adjustment and settlement of certain claims of the said grantor against the said grantees now in litigation in the Circuit Court of the Seventh Judicial Circuit of the State of Florida in and for Dade County, involving three hundred and forty-seven thousand (347,000) acres of land, more or less, as herein described and referred to, and the further sum of one dollar \$(1.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, their successors and assigns, all the odd numbered sections and fractional parts of sections situated in the following described unsurveyed townships and ranges lying and being

in the counties of Dade and Lee, in the State of Florida, to wit:

Townships forty-five (45), forty-six (46) and forty-seven (47) South, of Range thirtyfour (34) East.

Townships forty-three (43), forty-four (44), forty-five (45), forty-six (46) and forty-seven (47) South, of Range thirty-five (35) East.

Townships forty-three (43), forty-four (44), forty-five (45) and forty-six (46) South, of Range thirty-six (36) East.

Townships forty-two (42), forty-three (43), forty-four (44), forty-five (45) and forty-six (46) South, of Range thirty-seven (37) East.

Townships forty-two (42), forty-three (43), forty-four (44), forty-five (45) and forty-six (46) South, of Range thirty-eight (38) East.

Townships forty-three (43), forty-four (44), forty-five (45) and forty-six (46) South, of Range thirty-nine (39) East.

Townships forty-four (44), forty-five (45) and forty-six (46) South, of Range forty (40) East.

Aggregating three hundred forty-seven thousand (347,000) acres of land, more or less.

And the said party of the first part hereby fully warrants the title to the said land as against himself, the United Land Company, the Atlantic and Gulf Coast Canal and Okeechobee Land Company, a corporation organized and existing under the laws of the State of Florida, and particularly against the judgment recovered in the United States Court in and for the Southern District of Florida, in the case of John J. Dunn vs. Atlantic and Gulf Coast Canal and Okeechobee Land Company for the sum of thirteen thousand, two hundred eighteen dollars and sixty-two cents (\$13,218.62) January 11, 1901, and recorded in judgment record of said Court, page 172; and will defend the same against the lawful claims of all persons whomsoever claiming or to claim the same by virtue of said title

or after-acquired title thereto by the grantor or its predecessor in title above enumerated.

In witness whereof, the party of the first part, by its said attorney in fact, has hereunto subscribed its name and caused its corporate seal to be hereunto affixed.

THE UNITED LAND COMPANY,

(Seal)

By P. A. VansAgnew,
Its Attorney in Fact.

Signed, sealed and delivered in the presence of

D. T. Gray,
R. W. Patterson.

State of Florida, County of _____.

Be it Remembered, That I. R. W. Pattison, a notary public in and for said State, residing in said County, hereby certify that on this day personally appeared before me, P. A. VansAgnew, as attorney in fact for the United Land Company, a corporation organized and existing under the laws of the State of Florida, and known to me to be the individual described in and who executed the foregoing deed of the United Land Company to the Trustees of the Internal Improvement Fund of the State of Florida, and acknowledged that he executed the said instrument in accordance with the powers vested in him as attorney in fact by virtue of a duly executed power of attorney, for said purpose executed by the said United Land Company under its corporate seal, and that said deed is executed on behalf of said United Land Company for the purposes and considerations therein expressed, in order that the same may be admitted to record according to law.

In witness whereof, I have hereunto set my hand and affixed my official seal at Jacksonville, County of Duval, State of Florida, on this the 14th day of December, A. D. 1908.

R. W. PATTISON,

(Seal)

Notary Public State of Florida at Large.
My commission expires June 23, 1912.

Know all men by these presents, That

Whereas, The United Land Company, a corporation created and existing under the laws of the State of Florida, did execute a certain indenture of mortgage to the Central Trust Company of New York, dated July 1st, 1901, and recorded in the office of the Clerk of the Circuit Court of the County of Osceola, in the State of Florida, on the third day of August, A. D. 1901, in Book "E" of mortgages on pages 1 et seq.; and

Whereas, The Central Trust Company did, on the thirteenth day of September, A. D. 1901, resign its office as trustee of the said mortgage, which resignation was recorded in the office of the Clerk of the Circuit Court of the County of Osceola on the twenty-fourth day of September, A. D. 1901, in Book 1 of Assignments of Mortgages on pages 53 and 54; and

Whereas, The United Land Company, a corporation created by all the bonds issued by the United Land Company by virtue of the said mortgage, did, on the Fourteenth day of September, A. D. 1901, appoint the Franklin Trust Company, of Franklin, Pennsylvania, to be the trustee of the said mortgage in place of and in substitution for the Central Trust Company of New York, which appointment was recorded in the office of the Clerk of the Circuit Court of the County of Osceola on the eighteenth day of October, A. D. 1901, in Book C of miscellaneous records on pages 274 et seq.; and

Whereas, The Central Trust Company of New York, by virtue of the said appointment did, on the seventeenth day of September, A. D. 1901, grant, assign, transfer and set over to the Franklin Trust Company of Franklin, Pennsylvania, all of the right, title and interest, as trustee, which it (the said Central Trust Company) possessed in the said indenture of mortgage or deed of trust dated July 1st, 1901, which assignment was recorded in the of-

file of the Clerk of the Circuit Court of the County of Osceola, on the eighteenth day of October, A. D. 1901, and recorded in Book No. 1 of assignments of mortgages and liens on page 54 et seq; now

Therefore, The Franklin Trust Company, a corporation created and existing under the laws of the State of Pennsylvania, being the successor in trust of the indenture of mortgage given by the United Land Company on the first day of July, A. D. 1901, doth hereby for and in consideration of the sum of one dollar and other valuable consideration, forever release, discharge and exonerate from the lien and operation of said mortgage any and all lands in the State of Florida, embraced within what is known as the "Disston Drainage District" and that are now due and owing and may hereafter be conveyed by the Trustees of the Internal Improvement Fund of said State of Florida under what is known as the "Okeechobee Drainage District," to the said United Land Company, as the assignee and successor of the original contractor, the Atlantic & Gulf Coast Canal and Okeechobee Land Company.

In witness whereof, the said The Franklin Trust Company, hath caused these presents to be executed by its President and its corporate seal to be hereto affixed and the same attested by its Secretary this 16th day of December, A. D. 1905.

THE FRANKLIN TRUST COMPANY.

by O. D. BLEAKLEY, President.

(Seal)

Attest:

A. S. BLEAKLEY, Secretary.

Signed, sealed and delivered

in presence of

Eleanor Foley,

Wm. E. Ross.

State of Pennsylvania, }
 County of Venange. } ss.

I, Robert Speer, a notary public in and for the State and County aforesaid, residing in Franklin, Pennsylvania, do hereby certify that O. D. Bleakley, whose name is signed to the following and hereto annexed release of mortgage, dated the 16th day of December, 1905, as the 16th president of the said The Franklin Trust Company is personally well-known to me and known to me to be the individual described in and who executed the said release of mortgage as president of said company, and that he personally appeared before me this day in said county and State and acknowledged to and before me that he executed the said release of mortgage as President of said company and that the same is the free act and deed of the said The Franklin Trust Company, and was executed by him as the President of said company, and that the corporate seal of said company was thereto affixed by authority of the Board of Directors thereof for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal in said State and County this 18th day of December, 1905.

ROBERT SPEER,

Notary Public.

(Seal)

My Commission Expires Jan. 22, 1907.

Know all men by these presents, that the United Land Company, a corporation created and existing under the laws of the State of Florida, doth hereby appoint P. A. VansAgnew of the County of Osceola, in the State aforesaid, its attorney in fact for it and in its stead; to adjust, settle or compromise its claim now pending against the Trustees of the Internal Improvement Fund of the State of Florida for certain lands belonging to said Fund in said State, aggregating 347,000 acres, more or less, due and owing by the said Trustees to it the said The United

Land Company and to receive from the said Trustees either moneys or lands in such amount as may be so agreed upon in full settlement of said claim, and to give an effectual receipt and discharge for the same, and in its name, and as its act and deed to sign, seal, acknowledge and deliver to said Trustees such quit-claim deed to said lands as may be necessary in the premises, and generally to act as its attorney-in-fact in relation to the premises, and in its behalf to execute such instruments and to do all such acts and things as fully and effectually in all respects as it could do if itself present; and, it hereby, for itself and its successors, ratifies and confirms whatsoever its said attorney-in-fact may do by virtue of these presents.

In witness whereof the said, The United Land Company, hath caused these presents to be executed by its President, and its corporate seal to be hereunto affixed under the authority of its Board of Directors, this 10th day of November, A. D. 1905.

THE UNITED LAND COMPANY,

By F. W. HUIDEKOPER,

(Seal)

President.

Signed, sealed and delivered in presence of:

M. T. HILLEARY,
WILLIAM O. DAVIS.

Attest:

C. W. WARD, Secretary.

City of Washington, }
District of Columbia. } ss.

Be it remembered that I, William O. Davis, a Notary Public in and for said State, residing in said county, hereby certify that on this day personally appeared before me F. W. Huidekoper, who is well-known to me, and known to me to be the individual described in and who executed the foregoing power of attorney from the

United Land Company to P. A. VansAgnew and acknowledged that to and before me he executed the said instrument as the President of the said corporation and affixed the corporate seal of said corporation thereto, by due corporate authority and that the said instrument is the free act and deed of the said corporation, executed by it for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my official seal at Washington, D. C., in the county and State aforesaid, this 10th day of November, A. D. 1905.

(Seal.

WILLIAM O. DAVIS

Notary Public, D. C.

The Commissioner of Agriculture was directed to prepare deed covering said lands to said P. A. VansAgnew.

The Trustees then adjourned.

Attest:

W M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., Dec. 16, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Ex-Governor Jennings, as representative of Hon. R. J. Bolles, submitted to the Trustees the following proposition to purchase certain lands in the Everglades, to wit:

Dec. 15, 1908.

Trustees of the Internal Improvement Fund of the State of Florida, Tallahassee, Fla.

Gentlemen: I hereby offer to purchase within ten days from the date hereof, five hundred thousand acres of lands now owned by the Trustees of the Internal Improvement Fund of the State of Florida, contained, and as described in the Everglades Patent, situated in the Counties of Dade and Lee, Florida, lying north of Township 56, the remainder of said patented lands within the area above described to be reserved by the Trustees of the Internal Improvement Fund in alternate sections, beginning on the East side thereof and extending westward of uniform width from north to south, for which I agree to pay, if terms are approved, one dollar per acre for said 500,000 acres, and pay in addition thereto as a further consideration for said lands the sum of one dollar per acre to be used solely and exclusively for the purpose of drainage and reclamation, within the territory aforesaid, in an effort to lower the waters permanently of Lake Okeechobee four feet, and in the adjacent lands lying south thereof three feet, upon the following basis, viz:

Purchase Money.

The purchase money to be paid fifty thousand dollars (\$50,000) cash, upon the delivery of a good and sufficient deed conveying a valid and unincumbered title to said lands; Fifty Thousand (\$50,000) Dollars to be paid January 1, 1910; fifty thousand dollars (\$50,000) to be paid annually thereafter until and including the fifth year, one hundred thousand dollars (\$100,000) the sixth year, and one hundred thousand dollars (\$100,000) the next year.

Drainage Fund.

The drainage fund to be paid at the rate of one hundred thousand dollars (\$100,000) per annum, quarterly, beginning July 1, 1909. The deferred payments of both the five hundred thousand dollars (\$500,000) for purchase money

and additional five hundred thousand dollars \$500,000) to be used for drainage purposes to be secured by first mortgage upon all of the lands so conveyed to the purchaser hereunder, the drainage fund aforesaid to be applied exclusively to the expenditures incident and necessary in the economical management, to the cost of dredges and in operating dredges, labor and proper expenses incident to said drainage and reclamation work in cutting canals under a comprehensive drainage system to be agreed upon for the purpose of aiding in lowering the waters permanently in Lake Okeechobee to a depth of four feet below the rim or bank of said lake Okeechobee on the south side thereof uniformly, which south side shall be understood to mean from the point beginning at Fisheating Creek on the west and extending around the meander line of the south shore of said lake to a point on the eastern shore of said lake where the township line of township 42 intersects with the waters of said lake—said comprehensive drainage system to embrace canals to be located as follows :

(a) A canal shall be cut from a point on the south shore of Lake Okeechobee to the present North Canal cut by the Trustees of the Internal Improvement Fund near Lauderdale in township 50, 10 feet deep and 60 feet wide, an estimated distance of fifty miles.

(b) A canal shall be cut hereunder from the waters of Lake Okeechobee into the Caloosahatchee River on the west side, 10 feet deep and 60 feet wide, an estimated distance of 30 miles, and to deepen and straighten by dredging the upper end of the Caloosahatchee River to a width and depth of equal capacity to said canal dimensions.

(c) A canal shall be cut hereunder from the waters of Lake Okeechobee on the south at a point not nearer than six miles of the first named canal to extend southward from the south shore of Lake Okeechobee extending in a southerly direction through the Everglades to the South Canal now being cut by the Trustees of the Internal Improvement Fund to a depth of 8 feet and 60 feet wide, an estimated distance of 50 miles.

(d) A canal shall be cut from the waters of the Miami River westward and northerly on the eastern one half of the Everglades to the South Canal now being cut by the Trustees of the Internal Improvement Fund in township 50, near Lauderdale, 8 feet deep and 40 feet wide, an estimated distance of 30 miles.

(e) A canal shall be cut beginning on the southeast shore of the waters of Lake Okeechobee, extending in a southeasterly direction to the waters of the Hillsborough River, 8 feet deep and 40 feet wide, to the channel of said Hillsborough River, in the rock rim on the east side of the Everglades to a point in the river of equal capacity and dimensions as aforesaid with a free outlet of like capacity in the tidewaters of the Atlantic Ocean.

The above and foregoing five canals enumerated shall be considered the main locations and routes of the work to be done hereunder, which work shall be prosecuted in a vigorous and continuous manner by an additional dredge launched in the waters of Lake Okeechobee to cut and begin the construction of the canal towards the Hillsborough River with all reasonable dispatch and to be continued in commission as an additional dredge to the present fleet of dredges.

Secondary Canals.

Following the successful completion of the above enumerated canals, out of the proceeds of the drainage fund aforesaid, the balance thereof, if any remaining, shall be applied to the construction of secondary canals to be located as follows:

(a) To the cutting of a canal beginning in the waters of the Atlantic Ocean, at the intersection of Cypress Creek in township 49 at the tidewaters of the Atlantic Ocean, and cut a canal 8 feet deep and 40 feet wide, in a westerly direction along the channel of Cypress Creek through the rock rim on the east shore of the Everglades in the muck lands of the Everglades, to a point where the rock does

not extend within eight feet of the surface of the land, an estimated distance of ten miles.

(b) To cut a canal from the waters at the intersection of Arch Creek in township 52, with the tide waters through Arch Creek a depth of 8 feet and 40 feet wide, through the rock rim on the eastern shore of the Everglades, into the muck lands at a point where the rock is below 8 feet from the surface of the earth, or to the intersection of the canal heretofore referred to, extending from the Miami River to the South Canal near Lauderdale, an estimated distance of ten miles.

The specifications of all canals to be cut hereunder to be determined by the Trustees of the Internal Improvement Fund of the State of Florida and their successors in office after full investigation of the routes above indicated, with the advice of skilled and approved engineers.

The mortgage given to secure the deferred payments referred to, to contain a covenant to release by partial satisfactions thereof, tracts of lands in blocks of not less than 5 sections, upon the payment of three dollars (\$3.00) per acre, and the further covenant to be embraced in the contract to be entered into in carrying these requirements into effect, that the purchaser hereunder shall agree and bind himself to the forfeiture of fifty thousand dollars (\$50,000) cash for the failure upon his part to make the payments and carry out his part of the undertaking, and no satisfaction of said mortgage shall be executed to lands on account of such fifty thousand dollars (\$50,000) cash forfeit, with the further provision in said contract and mortgage that in the event of failure to make payments as specified upon the purchase money aforesaid, or for the drainage fund as provided for, that the mortgagor in that event shall become entitled to land on a proportionate basis of the amounts paid in at the rate of three dollars (\$3.00) per acre, which shall be deeded to him, less \$50,000 aforesaid, which shall be forfeited by the said purchaser and mortgagor to said Internal Improvement Fund.

R. J. BOLES.

Whereupon, upon the consideration of said proposition, the Trustees, by unanimous vote, decided to accept the same; and it appearing in this transaction from the statement of Ex-Governor Jennings that he desired the Trustees to understand that in submitting this proposition, he was acting in the capacity of representative of Mr. R. J. Bolles, and that in passing upon the contracts and deeds to be drawn thereunder, he preferred the Trustees to be represented by other counsel, therefore the Trustees requested Attorney General Ellis to represent them in closing the said transaction.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Dec. 16, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The Trustees having erroneously conveyed to Simpson & Company the Ne $\frac{1}{4}$ of Sw $\frac{1}{4}$, Sec. 29, T. 6 N., R. 25 W., for the sum of \$39.33 (said land having been previously conveyed to the Pensacola & Atlantic Railroad Company and the Stearns & Culver Lumber Company having submitted abstract showing title to said land in them, and a reconveyance of said land to the Trustees; upon advice of counsel for Trustees, who was present, the Trustees agreed to refund the said amount (\$39.33) to said company. The Secretary of the Trustees is hereby directed to draw check

for said amount in favor of Stearns & Company Lumber Company.

After considering the statement of Mr. J. V. Burke that the $Nw\frac{1}{4}$ of $Ne\frac{1}{4}$, Sec. 24, T. 4 S., R. 27 E., containing 39.65 acres, had been turpented years ago, and that all the saw-logs had been taken from it, and that the remaining timber being only swamp growth and few small second-growth pines; and that the $Se\frac{1}{4}$ of $Nw\frac{1}{4}$, Sec. 13, T. 1 S., R. 26E., containing 40.05 acres, has a very small quantity of trees on it, and that it is very low and wet, and without quite an expense for drainage it is unfit for cultivation; the Trustees agreed to sell these two tracts to Mr. Burke; the first tract at \$2.00 per acre and the second at \$2.50; and the Commissioner of Agriculture and Salesman were directed to issue deeds covering these lands.

The Commissioner of Agriculture presented the application of one Mr. Joseph Maunier to have certain lands which had been deeded him by the Trustees reconveyed by himself to the Trustees and he be allowed to select other lands in their stead, paying such difference as might be found due the Trustees in said transaction. The Trustees declined to accept said proposition on the ground that it would be a dangerous precedent to establish to allow persons to purchase lands and afterwards make other selections, having the lands originally purchased conveyed back to the Trustees, and the party receive deed for other lands he might prefer in their stead.

The Commissioner of Agriculture presented Swamp Land Indemnity Certificate No. 19, which entitles the State of Florida to locate 79.95 acres of vacant and unappropriated United States land; and after consideration of the matter, the Commissioner of Agriculture was directed to hold said certificate subject to order of the Trustees.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD.
Secretary.	Governor

Tallahassee, Fla., Dec. 16, 1908.

3:30 p. m.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Governor Broward stated to the Trustees that it was expected that the machinery for the two dredges being built at Tampa, would arrive there next Monday, and that he thought it advisable that the Trustees should have some one to act as inspector for the Trustees to see that the machinery was put on board and erected in good shape, and that the work of construction and erection should be completed in workmanlike manner; it was therefore,

Resolved, That Mr. John Dunn, an experienced marine engineer and machinist, now in Jacksonville, be employed at the rate of \$100 per month, as inspector on the dredges Miami and Caloosahatchee, on which the machinery is being erected, at Tampa, and report to the Trustees any defects in the same, or failure on the part of contractors to complete their work, as required by their contract in a thorough workmanlike manner.

Resolved, That whereas the Tampa Foundry and Machine Company have submitted a letter through Governor Broward stating that they could get marine insurance on the dredge Miami, provided they employed a sea-going tug, approved of by the insurance company and showing that this necessitated a higher rate of towage and higher rate of insurance than was expected by them, or the Trustees, and requesting that the Trustees pay 75 per cent. of the insurance, as they, the Tampa Foundry and Machine Company, were compelled to pay an extra heavy towage and they thought that they should only be required to pay one-fourth of the insurance. After careful consideration, the Trustees concluded to offer to pay one-half of the

insurance upon the dredge Miami, from Tampa to Miami for the reason that they considered that they enjoyed the advantage of a lower freight rate on the machinery, etc., from the North to Tampa than they would have to Miami, and that they, by permitting the dredge to be built at Tampa, escaped the payment of the expenses of removing the machinery from the cars to the dredge, had it been built above the bridges at Miami, as it was first thought to be necessary.

The following preamble and resolutions were also adopted:

"Whereas, Governor Broward having received a letter from G. S. Baxter & Co., showing that they had in the course of their sawmilling sawn two splendid pieces of 9x21x45' suitable for dipper handles, and had shipped them to the Trustees at Fort Lauderdale, and asked if their action was approved;

Resolved, That the Trustees accept the timber and authorize the payments, at the usual rate.

Resolved further, That the Trustees appreciate the thoughtfulness of G. S. Baxter & Co.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	W. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., Dec. 19, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following communications from Hon. N. B. Broward, Governor, and Hon. W. S. Jennings, General Counsel, were ordered spread upon the minutes:

Tallahassee, December 17, 1908.

Trustees Internal Improvement Fund State of Florida,
Tallahassee, Florida.

Gentlemen:

I make this, my report, of efforts made at the Land Office, Washington, D. C., on the trip from which I have just returned. The expense to and from Washington being by you paid from the Internal Improvement Fund, which account of expenses I herewith inclose.

I left Tallahassee on December 6th. On December 10th, together with Governor Jennings, I visited the office of the Assistant Commissioner of Public Lands and also visited the Commissioner of the Land Office, and while in the Assistant Commissioner's office he kindly called in Mr. S. W. Williams, Chief of Division G of the Land Office.

We endeavored to have patented to the State the lands embraced in an application made by Hon. B. E. McLin, Commissioner of Agriculture, some time ago, which lands are located in Volusia County near Lake Woodruff, which application was rejected by the Commissioner of the Land Office, on the ground that the State of Florida had made selections in the same township prior to this time, and that under a ruling of the Department, they could not again secure the patenting of lands in a township in which lands had been selected and patented before.

We also endeavored to secure patents to lands in — township. After quite a long conference with the Assistant Commissioner, who is the attorney to whom most questions are submitted by the Commissioner, and others in the Land Office, it was decided to be best that we make a formal application in writing, defining fully the State's position as regards the ruling of the Department at Washington, in declining to permit the State to make new selec-

tions in townships in which other selections had been made prior thereto.

Governor Jennings and I concluded that it was best to submit the matter to the Trustees, as to whether or not it was best to endeavor to secure a ruling of the Department at Washington to the effect that the field note system of selection be adhered to, instead of the inspection system that has been urged by the Department of Washington during the past few years.

It is our opinion that the State will fare much better and secure the patenting of much more land than it is entitled to under the field note system.

We found the Commissioner and the Assistant Commissioner inclined to do justice by the State, but they desire that some definite plan be entered upon that will be most satisfactory to both and through which the actual rights of the State and the Nation will be conserved.

Yours truly,

N. B. BROWARD,

Governor.

Report on Status of Swamp Lands and Conference with
General Land Department, Washington, D. C.

Jacksonville, Fla., Dec. 14, 1908.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:—

In accordance with your request of the 5th inst., I proceeded to Washington on the 7th inst., and in company with Governor Broward visited the General Land Office, the office of the Assistant General Land Commissioner, conferred with a chief of the Swamp Land Department, the Commissioner, Assistant Commissioner, and a law officer of the Swamp Land Department relative to certain matters suggested in the correspondence between the General Land Office at Washington and the

State Land Office at Tallahassee, which the Hon. Commissioner of Agriculture sent to me by Governor Broward.

Some of the points raised by the correspondence may be summarized as follows:

1. The Commissioner of the General Land Office had issued orders in effect declining to accept proof of the character of lands in townships heretofore examined by agents in the field on the presumption that former agents had discharged their full duty, and had selected all lands within the meaning and character designated by the act of 1850.

2. That the Commissioner had declined to send Agents to examine the lands within townships that had heretofore been examined and reported upon.

3. That the Commissioner had declined to patent specific lands referred to in the correspondence, for the reason that said lands had been meandered and not surveyed, resting upon the presumption that the lands beyond the meander line toward the center of the lake either belonged to the abutting owner, or were vested in the sovereignty of the State as a waterway, and the Commissioner had so ruled.

Our conference took a rather broad range, covering many questions touching the construction of the Act of Congress of 1850, the relationship heretofore existing between the State Land office and the General Land Office, the practice in making selections, the present status of the swamp land claim of the State, the impracticability of the present system of inspection and other matters incident thereto which it is not deemed essential to consider here. The important features and developments of the conference that especially appealed to my judgment may be summarized as follows:

1. *Claim to Be Closed.* (A) It developed in our conference that the Government had already decided upon the policy of closing the Swamp Land claim of Florida. In this connection we were informed by the Assistant Com-

missioner that the Swamp Land Department had already been closed and that the records of the former Swamp Land Department had been transferred to the Department of Reservations of State Lands.

(b) That the Department had caused to be closed the office of the Surveyor General of Florida and transferred all the records of the office to the State Land office.

(c) That instructions had been issued to the Division of Field Agents not to take up lists in townships heretofore covered by reports.

(d) That it was the fixed purpose of the Department to close Florida's claim as quickly as possible.

2. *Contrary Argument Presented.* I submitted questions on behalf of the State, endeavoring to sustain by reasons and arguments made to the Assistant Commissioner in charge of the Swamp Land Department. The principal features may be indicated by the following summary:

1. That the State should not be forced to take an appeal from orders and decisions contained and announced in the correspondence relating to the Government declining to send agents into townships where lands had heretofore been selected, declining to patent lands requested, for the reason that they had been meandered by Government Surveys of long standing and decided that such lands lying between the meander line and the center of lakes or waterways either belonged to abutting owners, or to the State in its sovereignty. My principal reason urged for this was that such orders were *ex parte* expressions of the Department on isolated cases, which decisions would doubtless be confirmed if appealed from, thus determining the questions involving, so far as the record would show, a comparatively small acreage and value; whereas, the principle involved was far-reaching and would do the State incalculable injury; while on the other hand, if the matter was treated from a comprehensive investigation and presenta-

tion of the principle involved in all of its phases and the application thereof, this might cause the Department to reach an entirely different conclusion and one that would mete out justice to the State instead of depriving the State of its just rights under the law.

Suffice it to say in this connection, that the Honorable Assistant Commissioner agreed with counsel for the Trustees along these lines, and consented to consider the matter and re-open it without an appeal from the various orders and decisions referred to in the correspondence, and to treat the matters hereafter presented on their merit—following up the suggestion that if the matters pertaining to Florida's Swamp Land claim were presented in a comprehensive manner for a final determination of the principle involved and of all contentions of the State in all matters pending and incident to the closing of the Swamp Land Grant claim for the consideration and determination of the Land Department of the General Government, same would be considered.

2. *Field Note System.* I again submitted to the Assistant Commissioner the question heretofore raised by me that the whole system of selecting swamp and overflowed lands should be changed from the inspection system to that of the field note system, for two special reasons.

(a) Because the State was entitled to have the lands granted by the Act of 1850, patented under the field note system, and accepted this system which prevailed until about 1876, when by an arbitrary ruling of Secretary Schurz, the system was changed without Florida's consenting thereto so far as I have been able to find any record of, and the impracticable and expensive inspection system thrust upon Florida without her consent thus depriving her of her just rights on the one hand and extorting from her costs to be paid out in expenses incident to railroad fares and expenses of private conveyances, witness fees, and mileage, etc., of the agents of the State, required to personally inspect isolated tracts of land in many in-

stances having to add thereto the cost of surveying, equaling, in many instances, the value of the lands when selected, whether approved or not; and I gather from the general information on the subject that as the system involved the examination of many tracts of forties out of which comparatively few tracts of forties are approved, that the actual cost oft-times exceeds the value of the land under such system; and I undertook to urge vigorously the State's protest on this account and to urge the right of the State to demand a return to the field note system.

3. *Recommendations.* The result of my investigation of the matters referred to and of the joint conference of Governor Broward and myself with the various heads of Departments referred to, lead me to make the following recommendations:

1st, That a comprehensive view of the relationship heretofore existing between the Land Office of the General Government and of the Land Office of the State of Florida, be prepared, especially along the lines of the practice by the Government in the selection of lands under the act of 1850, showing the two systems, whether or not the option to adopt either system was the right of the State, or whether the General Government could exercise the option at its discretion, without the consent of the State; what plan was adopted; when changed and by what authority; whether or not a return to the field note system would be advantageous to the State; the practice of the surveyors in the original surveys of Florida; whether they were comprehensive and complete or only conducted to the meander lines of conveyance, which instead of being conclusive against the State, should on the other hand not be conclusive of the State's rights under the Act of 1850, as in many instances surveys were based upon applications of citizens for the purchase of certain lands which it is safe to conclude were of the best grade and character, upon which surveys following these meandered overflowed lands as being classed as worthless, which without doubt were of the character and within the meaning of the act

of 1850; showing further, if the research justified such statement that it was the practice of former inspectors to only examine particular forties or tracts described on lists furnished the inspectors, without any reference to a comprehensive or complete investigation of all lands within a given township. And all other matters within the knowledge of the State Land Office incident to the final determination of all claims under the act of 1850, to be presented in a comprehensive manner to the General Land Office, raising all claims of the State thereunder for final determination.

Otherwise it is my judgment that the claim will be closed, thus barring the State from such opportunity, and of thousands of acres of lands that she is clearly entitled to without the expense incident to a personal inspection that is now forced upon her.

Yours very truly,

W. S. JENNINGS,

General Counsel for Trustees Internal Improvement Fund
of Florida.

The account of P. N. Bryan & Sons for wood to be used in operating dredges, amounting to \$1760.00 was approved and ordered paid.

The account of Governor Broward, expenses of trip to Washington as authorized by Trustees in minutes of December 5th, for \$95.30, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., Dec. 23, 1908.

The Trustees met in Executive Office.

Present:

- N. B. Broward, Governor.
- A. C. Croom, Comptroller.
- W. H. Ellis, Attorney General.
- W. V. Knott, State Treasurer.
- B. E. McLin, Commissioner of Agriculture.

Governor Broward suggested that he thought it proper that a committee be appointed to inspect the work done by the Trustees at Ft. Lauderdale, and to investigate two routes at Miami, and suggest which should be entered upon as a suitable route for the Dredge Miami, and to take up with the County Commissioners of Dade County the opening of a new bridge that is being built by the County Commissioners and also that Hon. Park Trammell be requested to accompany the committee, as he is soon to become a member of the Trustees, and it was further suggested that Mr. Bushnell accompany the committee.

It was resolved by the Trustees that Governor N. B. Broward and Hon. A. C. Croom, Comptroller, be requested to go as committee of the Trustees, and that Hon. Park M. Trammell and Mr. Bushnell be asked to accompany them, and that their expenses be paid out of the Internal Improvement Fund.

Gen. Gilchrist had been communicated with and it had been ascertained that he could not accompany the committee.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., Dec. 24, 1908.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The matter of the purchase of five hundred thousand acres of lands situated in the Everglades by R. J. Bolles, was taken up in accordance with the proposition under date of December 15, 1908, and the resolution of the Trustees accepting the same, and in connection therewith Attorney General W. H. Ellis presented a draft of contract between the Trustees of the Internal Improvement Fund of the State of Florida and Richard J. Bolles of Carlsbad, New Mexico, in words and figures as follows:

ARTICLES OF AGREEMENT,

Executed By

THE TRUSTEES OF THE INTERNAL IMPROVE-
MENT FUND,

And,

RICHARD J. BOLLES.

WHEREAS, On the 16th day of December, A. D. 1908, a proposition was submitted to the Trustees of the Internal Improvement Fund of the State of Florida by Richard J. Bolles, wherein the said Richard J. Bolles offered to purchase a large quantity of the lands of the Internal Improvement Fund located in the Everglades, in the Counties of Dade and Lee, in the State of Florida, which proposition has been accepted by the Trustees

of the Internal Improvement Fund, by a resolution duly adopted on the 26th day of December, A. D. 1908, in the following language:

"Upon the consideration of said proposition, the Trustees by unanimous vote decided to accept the same."

NOW, THEREFORE, In pursuance of said negotiation, proposition and acceptance thereof, the following

ARTICLES OF AGREEMENT, made and entered into this 23rd day of December, A. D. 1908, by and between NAPOLEON B. BROWARD, as Governor of the State of Florida; A. C. CROOM, as Comptroller of the State of Florida; WILLIAM H. ELLIS, as Attorney General of the State of Florida; WILLIAM V. KNOTT, as Treasurer of the State of Florida; and BENJAMIN E. McLIN, as Commissioner of Agriculture of the State of Florida, as THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, parties of the first part; and RICHARD J. BOLLES, of the town of Carlsbad, in the Territory of New Mexico, party of the second part,

WITNESSETH:

1. That the said parties of the first part, for and in consideration of the sum of Fifty Thousand Dollars (\$50,000), to them cash in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other considerations hereinafter mentioned, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said party of the second party, and to his heirs and assigns forever, the lands hereinafter described, lying, being and situate in the counties of Dade and Lee, in the State of Florida, upon the terms and conditions, and for the consideration hereinafter expressed, which lands are more particularly described in the Schedule of Lands attached hereto,

marked "Schedule A" and made a part hereof as fully as if the same were set forth at length in the body of this agreement.

2. The parties of the first part hereby covenant and agree to convey said lands to the party of the second part by a good and sufficient deed, to be executed and delivered on the same date with these presents, for and in consideration of the sum of Fifty Thousand Dollars (\$50,000) cash in hand paid them as aforesaid, the receipt whereof is hereby acknowledged, and in consideration of further payments of money to be made to the said parties of the first part by the said party of the second part, at the following dates, that is to say: The sum of Fifty Thousand Dollars (\$50,000) on January 1st, A. D. 1910; the sum of Fifty Thousand Dollars (\$50,000) on the first day of January, A. D. 1911; the sum of Fifty Thousand Dollars (\$50,000) on the first day of January, A. D. 1912; the sum of Fifty Thousand Dollars (\$50,000) on the first day of January, A. D. 1913; the sum of \$50,000 on the first day of January, A. D. 1914; the sum of One Hundred Thousand Dollars (\$100,000) on the first day of January, A. D. 1915; the sum of One Hundred Thousand Dollars (\$100,000) on the first day of January, A. D. 1916; and the remainder of the purchase money due or to become due under this contract for the purchase price of said lands included in this contract to be paid by the party of the second part in annual installments of Two Hundred Thousand Dollars (\$200,000) each on the first day of January in each successive and ensuing year thereafter, until the said party of the second part shall have made payment and satisfaction in full for all lands included in this contract and in said deed of conveyance, at the rate and price of One Dollar (\$1.00) per acre, which is the price hereby agreed upon for said lands in the event the said parties of the first part shall fail to perform their covenants respecting the drainage and reclamation of said lands hereinafter contained.

3. It is expressly covenanted and agreed, that a further consideration for the execution of this contract and conveyance of said lands by the parties of the first part, shall be the payment to the parties of the first part by the party of the second part of the further and additional sum of One Dollar (\$1.00) per acre for each and every acre of land deeded and conveyed by the parties of the first part to the party of the second part under these articles of agreement to be paid into a separate drainage fund to be hereafter constituted, at the rate of One Hundred Thousand Dollars (\$100,000) per annum, payable quarterly on the first days of January, April, July and October in each year, the first payment of Twenty-Five Thousand Dollars (\$25,000) to be made on the first day of July, A. D. 1909, and a like sum to be paid each successive quarter-year ensuing thereafter.

4. It is the intention, and hereby mutually covenanted and agreed by and between the parties to this contract, that the purchase price of the lands included in this agreement and in said deed of conveyance executed by the parties of the first part to the party of the second part of even date herewith, in the event that the parties of the first part and of the second part respectively shall faithfully keep and perform all their covenants and agreements contained in this contract, and provided that the party of the second part shall make the payments for the entire acreage herein sold and conveyed as aforesaid, is and shall be Two Dollars (\$2.00) per acre; and upon payment to the parties of the first part by the party of the second part of a total amount of money equal to the total and aggregate value of the lands so conveyed, computed at the rate of Two Dollars (\$2.00) per acre, either in the partial payments provided for and at the dates mentioned in this contract, or at an earlier date, the party of the second part shall be entitled to receive from the parties of the first part a full release and satisfaction of the mortgage hereinafter provided for, and an acquittance of all his obligations under this contract.

5. It is mutually agreed, that the deferred payments owing from the party of the second part for the purchase price of said lands, shall be secured by first mortgage thereon, to be executed by said party of the second part to the parties of the first part, mortgaging all of the lands so conveyed by the parties of the first part to the party of the second part.

6. The parties of the first part, for themselves and their successors in office hereby covenant and agree to accept the payments herein stated for the lands herein described, in the amounts, dates and upon the terms herein stipulated, and to create and designate a Drainage Fund, separate and apart from the funds of the Internal Improvement Fund used for general expenditures and purposes, said Drainage Fund to be used solely and exclusively for the drainage and reclamation of the swamp and overflowed lands in the Everglades, which moneys and drainage Fund shall be applied and expended by the parties of the first part and their successors in office solely and exclusively in the expenditures incident and necessary to the cost of the purchase and construction of large modern dredges suitable for excavating the drainage canals herein mentioned, and to the cost of operating such dredges, and in payment for labor and other proper and necessary expenses incident to dredging and reclamation work, in the excavation of those certain canals herein expressly designated, measured and located forming a comprehensive drainage system for the purpose of aiding in permanently lowering the waters of Lake Okeechobee to a depth of four feet below the rim or bank of said Lake Okeechobee on the south side thereof uniformly, which south side shall be understood to mean from a point beginning at Fish-Eating Creek on the west, and extending around the meander line of the south shore of said Lake to a point on the eastern shore of said Lake where the township line of Township Forty-Two (42) intersects with the waters of said Lake.

7. The party of the second part hereby covenants and

agrees to accept the terms and conditions of this contract, for the purchase of said lands on the basis of Two Dollars (\$2.00) per acre, out of which said purchase price the sum of One Dollar (\$1.00) per acre shall be used solely and exclusively for drainage and reclamation purposes as stipulated herein, and to make payments therefor in accordance with the amounts and dates herein provided and stipulated; and to execute his several promissory notes without interest until maturity and first mortgage upon said land evidencing and securing the unpaid balance of the purchase money at the price of Two Dollars (\$2.00) per acre.

It is mutually agreed by and between the parties hereto, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors in office, and Richard J. Bolles, party of the second part, that a comprehensive drainage system be and the same is hereby established, in the effort to drain the swamp and overflowed lands in the Everglades of Florida, and for the purpose of aiding in permanently lowering the waters of Lake Okeechobee to a depth of four feet below the rim or bank of Lake Okeechobee on the south side thereof uniformly, and the water level in the adjacent lands lying south thereof to a depth of three feet below the surface of the earth, permanently, and that said comprehensive drainage system shall include canals to be located as follows:

It being distinctly understood and agreed between the parties to this agreement that the Trustees of the Internal Improvement Fund are bound to construct said canals hereinafter described, only so far as the money paid under this contract into a drainage fund will enable said Trustees to so construct said canals, that said Trustees are not bound by these presents nor shall this contract be construed to require said Trustees to accomplish the drainage or reclamation of any lands, but that the money covered into a drainage fund shall be expended in the effort to accomplish the work hereinafter mentioned.

(a) That a canal shall be cut from a point on the south shore of Lake Okeechobee to the present north canal cut by the Trustees of the Internal Improvement Board near Fort Lauderdale in Township Fifty (50) South, ten (10) feet deep and sixty (60) feet wide, an estimated distance of fifty (50) miles.

(b) That a canal ten (10) feet deep and sixty (60) feet wide shall be cut from the waters of Lake Okeechobee into the Caloosahatchee River on the west, an estimated distance of thirty (30) miles, and that the upper course and channel of the Caloosahatchee River shall be deepened and straightened throughout to a width and depth equal to that of the canal dimensions, with a free outlet of like capacity into the waters of the Gulf of Mexico.

(c) That a canal eight (8) feet deep and sixty (60) feet wide shall be cut from the waters of Lake Okeechobee on the south side commencing at a point not nearer than six miles distant from the first named canal, and extending southward from the south shore of Lake Okeechobee through the Everglades to the south canal now being cut by the Trustees of the Internal Improvement Fund near Fort Lauderdale, an estimated distance of fifty miles.

(d) That a canal eight (8) feet and forty (40) feet wide shall be cut from the waters of the Miami River westward and northerly through the eastern half of the Everglades to the south canal now being cut by the Trustees of the Internal Improvement Fund in Township Fifty (50) near Fort Lauderdale, an estimated distance of thirty (30) miles.

(e) That a canal shall be cut beginning on the southeast shore of the waters of Lake Okeechobee, extending in a southeasterly direction to the waters of the Hillsborough River, eight (8) feet deep and forty (40) feet wide, to the channel of the Hillsborough River in the rock rim on the east side of the Everglades to a point where the channel of the River is of equal capacity and dimensions to those

of the canal, with a free outlet of like capacity into the waters of the Atlantic Ocean.

9. It is further covenanted and agreed that the cutting of said canals shall be done in a substantial and proper manner to accomplish the drainage and reclamation of said lands by permanently lowering the waters in Lake Okeechobee and the lands lying south of said lake, and that time is to be considered as of the essence of this contract, both as to the payments of the purchase money and the application and expenditure of one dollar (\$1.00) per acre by the Trustees as aforesaid in said drainage work as rapidly as said amounts are paid into said drainage fund each year. And in the event of the failure of the parties of the first part or their successors in office to apply and expend said amounts paid at the rate of one dollar (\$1.00) per acre into said drainage fund, in the work of drainage and reclamation as aforesaid, in the manner herein agreed by them that said amounts shall be so expended and applied, then and in that event the party of the second part shall be obliged to pay for said lands only the sum of one dollar (\$1.00) per acre, provided that the party of the second part has faithfully performed all his covenants and agreements on his part agreed and covenanted herein to be kept and performed, and has made his payments for the entire acreage of land included in this contract as and when said payments shall become due and payable. And upon the failure to apply said one dollar (\$1.00) per acre into the drainage fund to the purpose of drainage aforesaid, then and in that event a release of the mortgage executed by the party of the second part shall be granted by said Trustees, upon payment of the total purchase price computed at One Dollar per acre, and the obligation of the party of the second part to pay an additional dollar per acre shall cease and determine.

10. It is further mutually covenanted and agreed by the parties hereto, that the routes of the foregoing enumerated five canals shall be considered and determined to be the main locations and routes of the work to be done

hereunder, and that the cutting of the canals along the routes and locations designated as aforesaid and the work incident thereto shall be prosecuted in a vigorous and continuous manner; that an additional dredge shall be launched in the waters of Lake Okeechobee or in the Hillsborough River, to begin the excavation of said canal from the southeast shore of Lake Okeechobee into said Hillsborough River with all reasonable dispatch, and shall be operated continuously in addition to the present fleet of dredges now being operated.

11. It is further covenanted and agreed by and between the parties hereto, that following the successful completion of the above enumerated canals out of the proceeds of the Drainage Fund aforesaid, the balance of said fund, if there be remaining, shall be applied and expended in the construction of secondary canals, to be located as follows:

(a) That a canal shall be cut beginning in the waters of the Atlantic Ocean at the intersection of Cypress Creek in Township Forty-nine (49), at the tidewaters of the Atlantic Ocean, and extending eight (8) feet deep and forty (40) feet wide in a westerly direction along the channel of Cypress Creek through the rock rim on the east shore of the Everglades into the muck lands of the Everglades to a point where the rock does not extend to within eight (8) feet of the surface of the land, an estimated distance of ten (10) miles.

(b) That there shall be cut a canal eight (8) feet deep and forty (40) feet wide from the waters of the Atlantic Ocean at the intersection of Arch Creek with the tidewaters of the Atlantic Ocean in Township Fifty-Two (52), through the rock rim on the eastern shore of the Everglades into the muck lands to a point where the rock is not less than eight (8) feet below the surface of the earth, or to the intersection of the canal heretofore referred to extending from the Miami River northward to the south canal near Fort Lauderdale, an estimated distance of ten (10) miles.

12. It is further covenanted and agreed between the parties hereto, that the specifications of all canals to be cut hereunder shall be determined by the Trustees of the Internal Improvement Fund of the State of Florida and their successors in office, after a full investigation of the routes above indicated, with the advice of skilled and approved engineers.

13. It is further covenanted and agreed between the parties hereto, that the mortgage given to secure the deferred payments referred to shall contain a provision to the effect that the parties of the first part, the Trustees of the Internal Improvement Fund will release from the lien thereof by partial release and satisfactions, any parcel or part of the lands therein included not less than five sections in quantity in any one release, upon the payment by the party of the second part of the sum of Three Dollars (\$3.00) for each acre so released. All amounts so paid by the party of the second part to secure the release of lands from the lien of said mortgage shall be credited upon the next ensuing annual payment to be made by the party of the second part under the provision of the second paragraph of this contract.

14. In the event the parties of the first part shall faithfully keep and perform all their covenants and agreements herein agreed by them to be kept and performed, while at the same time the party of the second part shall fail to make the payments as specified herein as and when the same shall become due and payable for the entire acreage included in this contract, or shall fail to make the payments into the Drainage Fund as herein provided, then and in that event the party of the second part shall become entitled to receive one acre of land for each Three Dollars (\$3.00) paid in by the party of the second part, after deducting from the total amount paid in by the party of the second part the sum of Fifty Thousand Dollars (\$50,000), which sum shall be forfeited by the said party of the second part upon his failure to fully perform the conditions and covenants on his part agreed herein to be kept and performed as liquidated damages.

15. In the event of such breach and forfeiture of his rights under this contract by the party of the second part, the parties of the first part will upon demand by the party of the second part cause to be released from the lien of said mortgage one acre of the lands therein included, in alternate sections, for each Three Dollars (\$3.00) in money heretofore paid by the party of the second part to the parties of the first part under any of the provisions of this contract, after deducting from the total amount so paid in by the party of the second part the sum of Fifty Thousand Dollars, forfeited as aforesaid; such settlement upon the basis of Three Dollars per acre shall release both parties to this contract from any further liabilities or obligations hereunder.

16. It is further mutually covenanted and agreed between the parties thereto, that these articles of agreement and all the covenants, undertakings and stipulations herein contained shall be binding upon the parties of the first part and their successors in office, and upon the party of the second part, his heirs, administrators, executors and assigns.

In Witness Whereof, The said parties of the first part, as the Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and seals and have caused to be hereunto affixed the seal of the Department of Agriculture of the State of Florida, and the said Richard J. Bolles, party of the second part, has hereunto set his hand and seal, this 23rd day of December A. D. 1908.

Signed, sealed and delivered in presence of:

As to the Trustees:

W. S. JENNINGS.	N. B. BROWARD,	(Seal) Governor.
W. M. McINTOSH, JR.	A. C. CROOM,	(Seal) Comptroller.
	W. H. ELLIS,	(Seal) Attorney General.

All of Sections 3, 5, 7, 9, 11, 15, 17, 19, 21, 27, 29, 31 and 33 in Township Forty-eight South, Range Forty-one East.

All of Sections 5, 7, 17, 19, 21 and 35 in Township Forty-nine South, Range Forty-one East.

All of Section one in Township Fifty South, Range Forty-one East.

All of Section Seven in Township Fifty South, Range Forty-one East, South of North Canal.

All of Section Eleven in Township Fifty South, Range Forty-one East.

All of Section Fifteen in Township Fifty South, Range Forty-one East, south of North Canal.

All of Section Nineteen in Township Fifty South, Range Forty-one East.

All of Section Twenty-one in Township Fifty South, Range Forty-one East.

All of Section Twentythree in Township Fifty South, Range Forty-one East not embraced in Subdivision No. 1 of the Map of the Everglades, as embraced in U. S. Patent No. 137, adopted as official by the Trustees of the Internal Improvement Fund January 2, 1905.

All of Section Twenty-nine in Township Fifty South, Range Forty-one East.

All of Section Thirty-one in Township Fifty South, Range Fortyone East.

East half of Section Thirty-five in Township Fifty South, Rance Forty-one East.

North half, Northeast Quarter of Southeast Quarter and Southwest Quarter of Section Eleven in Towship Fifty-one South, Range Forty-one East.

All of Section Fifteen in Township Fifty-one South, Range Forty-one East.

All except North half of southwest quarter of Section

Twenty-three in Township Fifty-one South, Range Forty-one East.

All of Section Twenty-seven in Township Fifty-one South, Range 41 East.

All except Lots One, Two, Three and Four of Section Thirty-five, in Township Fifty-one South, Range Forty-one East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33, in Township Forty-four South, Range Forty East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-five South, Range Forty East.

All of the add numberd sections in Township Forty-six South, Range Forty East.

All of the odd numbered sections in Township Forty-eight South, Range Forty East.

All the odd numbered sections in Township Forty-nine South, Range Forty East.

All the odd numberd sections in Township Fifty South, Range Forty East, except the southeast quarter of southwest quarter of Section Twenty-three and northwest quarter of northeast quarter of Section Twenty-five.

All of Sections 5, 7, 9, 17, 19, 21, 29, 31 and 33 in Township Fifty-one South, Raneg Forty East.

All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21 and 23, north half north half of southeast quarter and north half of southwest quarter of Section Twenty-five north half, north half southeast quarter, and north half of southwest quarter of Section Twenty-seven; the north half, the north half of the southeast quarter, the north half of the southwest quarter of Section Twenty-nine; all in Township 53 (53) south of Range Forty (40) East.

All of Sections 7 and 19; Lots 2, 3 and 4; southwest quarter of northeast quarter, south half of northwest

quarter, north half of southeast quarter and southwest quarter of Section Twenty-one; all of Sections 29 and 31; all (except south half of southwest quarter) of Section Thirty-three, all in Township Fifty-four (54) South, Range Forty (40) East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-three South, Range Thirty-nine East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-four South, Range Thirty-nine East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33, in Township Forty-five South, Range Thirty-nine East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-six (46) South, Range Thirty-nine East.

All of the odd numbered sections in Township Forty-seven (47) South, Range Thirty-nine (39) East.

All of the odd numbered sections in Township Forty-eight south of Range Thirty-nine East.

All of the odd numbered sections in Township Forty-nine (49) South, Range Thirty-nine (39) East.

All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21 and 23; the north half of Sections 25, 27 and 29 in Township Fifty (50) South, Range Thirty-nine (39) East.

The south half of Sections 7, 9 and 11; all of Sections 13, 15, 17, 19, 21 and 23; and the north half of sections 25, 27 and 29, all in Township Fifty-one South, Range 39 East.

The south half of Sections 7, 9 and 11; all of Sections 13, 15, 17, 19, 21 and 23; and the north half of Sections 25, 27 and 29, all in Township Fifty-two South, Range Thirty-nine East.

All of Sections 1, 3, 5, 7, 9, 11, 17, 19; west half of Section 29; all of Section 31; and west half of Section 35; all in Township Fifty-three South, Range Thirty-nine East.

All of Sections 13, 15, 23, 25 and 35 in Township Fifty-four South, Range Thirty-nine East.

All of Sections 6, 8, 18, 20, 22, 26, 28, 30, 32, 34 and 36 in Township Forty-one South, Range Thirty-eight East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-two South, Range Thirty-eight East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-three South, Range Thirty-eight East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-four South, Range Thirty-eight East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-five South, Range Thirty-eight East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-six South, Range Thirty-eight East.

All of the odd numbered sections in Township Forty-seven South, Range Thirty-eight East.

All of the odd numbered sections in Township Forty-eight South, Range Thirty-eight East.

All of the odd numbered sections in Township Forty-nine South, Range Thirty-eight East.

All of sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21 and 23 and north half of Sections 25, 27 and 29 in Township Fifty South, Range Thirty-eight East.

All of Sections 13, 15, 17, 19, 21 and 23 in Township Fifty-one South, Range Thirty-eight East.

All of Sections 13, 15, 17, 19, 21 and 23 in Township Fifty-two (52) South, Range Thirty-eight East.

All of Sections 13, 15, 17, 19, 21 and 23 in Township Fifty-three South, Range Thirty-eight East.

All of the odd numbered sections in Township Fifty-four South, Range Thirty-eight East.

All of the odd numbered sections in Township Fifty-five South, Range Thirty-eight East.

All of Sections 9, 13, 17, 21, 25, 29 and 33 in Township Forty-three South, Range Thirty-seven East.

All of Sections 1, 9, 13, 17, 21, 25, 29 and 33, in Township Forty-four South, Range Thirty-seven East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-five South, Range Thirty-seven East.

All of Sections 1, 5, 9, 13, 17, 21, 25, 29 and 33 in Township Forty-six South, Range Thirty-seven East.

All of the odd numbered sections in Township Forty-seven South, Range Thirty-seven East.

All the odd numbered Sections in Township Forty-eight, Range Thirty-seven, East.

All of the odd numbered Sections in Township Forty-nine South, Range Thirty-seven East.

All of the odd numbered Sections in Township Fifty South, Range Thirty-seven East.

All of the odd numbered Sections in Township Fifty-one South, Range Thirty-seven East.

All of the odd numbered Sections in Township Fifty-two South, Range Thirty-seven East.

All of the odd numbered Sections in Township Fifty-three South, Range Thirty-seven East.

All of Sections 19 and 31 in Township Fifty-four South, Range Thirty-six East.

All of Sections 3, 15, 23 and 31 in Township Forty-five South, Range Thirty-six East.

All of Sections 3, 15, 23 and 31 in Township Forty-six South, Range Thirty-six East.

All of the odd numbered Sections in Township Forty-seven South, Range Thirty-six East.

All of the odd numbered Sections in Township Forty-eight South, Range Thirty-six East.

All of the odd numbered Sections in Township Forty-nine South, Range Thirty-six East.

All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 27, Northwest quarter and East half of Northwest quarter of Section 29, West half of Section 31, all of Section 33, all in Township Fifty South, Range Thirty-six East.

The report of the General Counsel presented on December 21, 1908, was ordered spread upon the minutes, and is in words and figures as follows:

ANNUAL REPORT OF GENERAL COUNSEL TRUSTEES INTERNAL IMPROVEMENT FUND

Tallahassee, Florida, Dec. 21. 1908.

Gentlemen:

I have the honor to submit the following memoranda report of services rendered as counsel under resolution adopted by the Trustees of the Internal Improvement Fund, under date of January 17th, 1906, as follows:

Resolved, That Hon. W. S. Jennings be employed by the Trustees as Counsel for the year 1906, at a salary of (\$5,000) five thousand dollars, and that for the present no other counsel be employed; that Governor Jennings shall undertake to represent the Trustees in all litigation which is now pending or which may arise during the year, and to advise the Trustees upon any matter in which they may ask his legal opinion;

Resolved, further, That the Attorney General shall be associated with the counsel for the Trustees in all litigation in behalf of or against the Trustees, this action of the Trustees in requesting the Attorney General to assist the counsel for the Trustees being taken upon the announce-

ment by the Attorney General of his willingness to render such assistance."

In this behalf, I desire to acknowledge able and efficient assistance rendered in the matters herein referred to by Hon. W. H. Ellis, Attorney General.

SUMMARY.

Status of suits against the Trustees on the Rule Day in December, 1908:

1. L. & N. R. R. Co. v. Trustees, commenced in U. S. Circuit Court Northern District of Florida in 1902. Final decree was rendered against the Trustees for \$251,102.55 and interest. Suit dismissed and final decree satisfied of record Dec. 15, 1907.

2. Trustees vs. L. & N. R. R. Co., appeal from foregoing decree in the United States Circuit Court of Appeals for the Fifth Circuit. Suit settled and dismissed in January, 1908.

3. Kittel vs. the Trustees, commenced in the United States Circuit Court for the Northern District of Florida in 1903. Suit was settled and dismissed in December, 1907.

4. Trustees vs. Kittel, commenced in the U. S. Circuit Court for the Northern District of Florida in 1903. Suit was settled and dismissed in December, 1907.

5. L. & N. R. R. Co. vs. the Trustees, commenced in the U. S. Circuit Court for the Northern District of Florida in 1904. Suit settled and dismissed in January, 1908.

6. Wisner Land Co. vs. the Trustees, commenced in the U. S. Circuit Court for the Southern District of Florida in 1906. Suit was settled and dismissed in May, 1908.

7. Wisner Land Co. vs. the Trustees, commenced in the U. S. Circuit Court for the Northern District of Florida in 1907. Suit was settled and dismissed in May, 1908.

8. Florida East Coast Ry. Co. vs the Trustees, commenced in the Circuit Court of the State of Florida, Leon County, 1902. Pending upon the demurrer of the defendants to the second amended bill of complaint.

9. Florida East Coast Canal and Transportation Company vs. the Trustees, commenced in the Circuit Court of the State of Florida in 1902. Settled.

10. United States vs. Heitman, commenced in the U. S. Circuit Court Southern District of Florida. Final decree dismissing bill of complaint entered 1097.

11. Southern States Land & Timber Company vs. the Trustees, commenced against the Trustees in the U. S. Circuit Court for the Northern District of Florida in 1906. Suit settled and dismissed in May, 1908.

12. Tallahassee Southeastern R. R. Co. vs. the Trustees, commenced in the Circuit Court of the State of Florida, Leon County, in 1905. Pending on demurrer of defendant to bills of complaint.

13. Florida East Coast Ry. Co. vs. the Trustees, commenced in the U. S. Circuit Court Northern District of Florida, 1907. Pending on demurrer of defendants to bill of complaint.

14. Richard G. Peters vs. the Trustees, commenced in the United States Circuit Court for the Northern District of Florida in 1907. The demurrer of the defendants to the bill of complaint was sustained and the bill of complaint ordered dismissed by the U. S. Circuit Judge in 1907. An appeal was taken by complainant to the United States Circuit Court of Appeals at New Orleans, which appeal is pending and undetermined.

15. United Land Company vs. the Trustees, commenced in the Circuit Court of the State of Florida, Dade County. Pending on the exceptions of complainant to the answer of the Trustees.

16. Elbert N. Mabry vs. the Trustees, commenced in the Circuit Court of the State of Florida, Leon County, in 1907. Final decree was rendered in favor of the complainant in 1908. Appeal was taken by the Trustees to the Supreme Court of Florida, January term, 1909. Transcript of record being prepared for filing.

17. James A. Sledge vs. the Trustees, commenced in the Circuit Court of the State of Florida, Jefferson County, in 1907. Final decree was rendered by the Circuit Court in favor of the complainant. An appeal was taken to the Supreme Court, June Term, 1908, Transcript of record and assignment of error have been filed, also brief of counsel for Trustees.

18. Charles H. Root vs. James Gardner and the Trustees, commenced in the Circuit Court of the State of Florida, Dade County, in November, 1908. Suit to compel conveyance of certain lands under claim founded on the "homestead" statutes of the State of Florida. Appearance filed December, 1908.

INJUNCTIONS.

It will be observed, from the above summary, that there are no injunctions in force against the Internal Improvement Fund nor the Trustees in the full exercise of their legislative powers and duties, under the law governing the management and disposition of the Fund.

The nature of the suits referred to in the above and foregoing summary, the purposes for which said suits were instituted, the acreage and amounts involved, and the prayer of the several bills of complaint are set forth at some length in the report of the general counsel under date of December 26th, 1907, which is referred to in this connection and made a part hereof, should such information be desired, and a repetition would seem to encumber the record unnecessarily, a summary of which may be stated as follows:

1. L. & N. R. R. Co. vs. the Trustees, suit for \$251,102.55 in money. Claim of John A. Henderson, intervenor, for the payment of bonds by the Trustees, amounting to \$78,000

2. Fla. East Coast Ry. Co. vs. the Trustees, suits to compel the conveyance by the Trustees of 2,040,000 acres of lands.

3. Kittel vs. the Trustees, suits for 87,000 acres of lands.

4. Trustees vs. Kittel, suit involving 37,500 acres of land.

5. Grantee of the Trustees vs. Yeoman, suit for 360 acres of lands.

6—United States vs. Heitman. Suit to compel the removal of the Hicpochee Dam.

7—L. & N. R. R. Company vs. the Trustees. Suit to compel conveyances of 1,117,000 acres of lands of the Fund.

8—Florida East Coast Canal & Transportation Co. Suit to compel conveyances of 700,000 acres of lands of the Fund.

9—Wisner Land Company vs. the Trustees. Suit to compel conveyance of 929,520 acres of the lands of the Fund.

10—United Land Company vs. the Trustees. Suit to compel the conveyance of 347,288 acres of the lands of the Fund.

11—Tallahassee Southeastern R. R. Company vs. the Trustees. Suit to compel the conveyance of 400,000 acres of the lands of the Fund.

12—Southern States Land & Timber Co. vs. the Trustees. Suit to compel the conveyance of 298,000 acres of lands of the Fund.

13—Richard G. Peters vs. the Trustees. Suit for \$251,000.00.

14—Elbert N. Mabry vs. the Trustees. Suit to compel conveyance of 1,000 acres of lands.

15—James A. Sledge vs. the Trustees. Suit to compel conveyance of 1,000 acres of lands.

16—The Atlantic Lumber Company vs. Wade and the Trustees. Suit to compel the conveyances of 400,000 acres of lands.

Total Amounts in Controversy.

It thus appears from the foregoing summary that the total amount for which the Trustees were sued in the various suits was six million four hundred and fifty-eight thousand six hundred and sixty-eight (6,458,668) acres of the lands of the Internal Improvement Fund, and five hundred and eighty thousand dollars (\$580,000) of the moneys of the Fund.

Review of the Fund.

Some difficulty must be apparent in presenting the cause, purpose, status and result of the litigation filed from time to time against the Trustees of the Internal Improvement Fund, as indicated by the foregoing summary, succinctly or within the scope of a report by counsel to the Trustees, without a brief review of the Fund, its management and disposition.

Act of Congress of 1850. Through the efforts of Senator Westcott, one of the first United States Senators from Florida, the Swamp and Overflowed Land Grant Act was enacted, and by amendment made applicable to all the States of the Union, which is usually referred to as the Act of Congress, approved September 28th, 1850. Under this act upwards of twenty million acres of land have been patented to the State of Florida, as will appear by the records of the land office, and in the tabulated state-

ment in the biennial report of the Commissioner of Agriculture of Florida for 1907. The primary purpose, as expressed in the Act of Congress, is to aid the States to reclaim the swamp and overflowed lands within their limits by means of drains and levees.

Chapter 610, Laws of Florida.

The Act of Congress granting the swamp and overflowed lands for the purpose of drainage and reclamation further provides that title thereto shall be conveyed to the various States by patents from the general government, and in pursuance thereof, patents were issued by the government to the State of Florida conveying all the swamp and overflowed lands approved subject to the disposal of the Legislature.

Law of 1851. Following the enactment of the Act of Congress, approved September 28th, 1850, the Legislature of the State of Florida passed an Act (Chapter 332) in 1851, accepting the grant aforesaid, and made provision for a Board of Internal Improvement, composed of a membership from the various judicial circuits of the State. In 1854 this Board, after some effort to handle the Fund, prepared a report setting forth the reasons why the Board found itself unable to handle the Fund, and their efforts and views, accompanied by a bill which it recommended that the Legislature pass, and which became a law under date of January 6th, 1855, and is known as:

Chapter 610, Laws of Florida. This act creates Trustees of the Internal Improvement Fund, by designating the Governor, Comptroller, Treasurer, Attorney General and Commissioner of Agriculture, and their successors in office as Trustees, and grants to said Trustees *irrevocably* the lands granted to the State of Florida by the Act of 1841 for internal improvement purposes, remaining unsold, and also the lands granted to the State of Florida under the act approved September 28th, 1850, for the purposes and trusts therein set forth, the main trust be-

ing the drainage and reclamation of the swamp and overflowed lands.

Trustees Have Pursued Two Distinct Policies—During the first 35 years of the management of the Fund under the provisions of 610, the Trustees and the Executives of the various administrations, up to and including the year 1879, adhered strictly to the terms of the grant by Congress, its acceptance by the Legislature in 1851, and the provisions made for the administration of the Fund by Chapter 610; and in each and every instance where the Legislature sought to divert the Internal Improvement Fund or the lands belonging thereto, to purposes other than as expressed therein within the strict rule and construction thereof making the Fund applicable solely to the drainage and reclamation of the swamp and overflowed lands, this attempted legislation was vetoed by the then Governors; including the veto of Governor Drew in 1879 of the first railroad land grant acts that were passed by the State Legislature, which resulted in the Legislature's inserting in acts thereafter attempting to grant lands to railroad companies provisions making said grants subject to the trusts and provisions of the act approved January 6th, 1855, providing for the sale and disposition of the lands by the Trustees of the Internal Improvement Fund and the application of the proceeds thereof, or the use of the lands in kind for the main purpose of the act, viz: the drainage and rendering fit for cultivation of the swamp and overflowed lands of the Fund.

Residuary Interest. It appears from a close examination of the various acts of the Legislature, beginning 1879 and continuing down to a very recent date, attempting to grant swamp and overflowed lands to encourage the construction of railroads, aggregating 15,000,000 acres, that only a residuary interest therein was attempted to be granted by the Legislature.

1879. Immediately following the several acts of the Legislature attempting to grant lands to aid in the con-

struction of railroads, beginning with 1879, the Trustees of the Internal Improvement Fund established and observed the policy of regarding such acts as absolute grants of the lands mentioned therein and of conveying such lands to the railroad companies in accordance with this interpretation of the meaning of such acts of the Legislature; and from 1879 to 1900, inclusive, upwards of eight million acres of swamp and overflowed lands were deeded by the Trustees to railroad companies under legislative land grants.

1901. In 1901 the incoming administration found the status of the Internal Improvement Fund to be as shown by the following summary of the lands on hand:

Acres of land in hands of Trustees I. I.	
Fund, January 1st, 1901.....	404,667.35
Swamp land (act of U. S. 1850).	
Internal Improvement land proper (act U.	
S. 1841)	73,706.55
Total acreage on hand.....	478,373.90 acres
Acreage contained in deeds executed by	
the Trustees to the Tallahassee South-	
eastern Railroad Company, and which	
were deposited in escrow prior to Janu-	
ary 1st, 1901	110,054.68 acres

The acres embraced in these two deeds in escrow, to wit: 110,054.68, were included and formed a part of the item of 404,667.35 acres of swamp and overflowed lands proper stated above. On May 4th, 1901, through the efforts of the new administration, these escrow deeds were canceled.

The remainder of said lands were embraced in contracts or certificates agreeing to convey them when patented.

2. *Financial Status.*—And the finances of the Fund were found to be as appears by the following financial statement:

BALANCE SHEET JANUARY 1ST, 1901.

Internal Improvement Fund, cash on hand. . . . \$6,127.95

It does not appear to be unfair to state in this connection that the incoming administration was confronted with a great problem, and without available information upon which to base definite action relating to the management or disposition of the Fund. The Minutes of the Trustees of the Internal Improvement Fund had never been published in such form as made them available for any comprehensive study or investigation of the affairs of the Fund. The records, books, files, etc., in the archives of the Capitol, relating to and incident to the management and disposition of the Fund for a period of fifty years seemed to make it impossible for the State officials burdened with so many duties and responsibilities and pressing matters demanding personal attention, to take up in any consecutive manner the study of a subject of this magnitude, surrounded as it appeared to be with universal misunderstanding approaching mystery. The members of the incoming cabinet had served in the Legislature, where it had been stated on the floor of the House, and that not infrequently, by men who were supposed to be fully advised of their statements, that there were no lands in the Internal Improvement Fund, nor to be acquired by it, except what had long prior thereto been granted to railroad companies.

Contrary Views.—On the other hand, it was asserted with equal positiveness by those who were supposed to be in a position to know that there were from eight to ten million acres of swamp and overflowed lands in the Fund, or subject to the provisions of the Act of Congress, patents to which could be acquired by the asking.

No Records.—When the Governor, other Trustees or inquirers sought definite information on any particular line of investigation, either at the land office or of the custodian of the records of the Trustees of the Internal

Improvement Fund, the answer was invariably given that they had no records from which they could answer the inquiry. For instance, if inquiry was made of the land office for the total acreage of the lands granted under Act of Congress of September 28th, 1850, there was no available record from which an answer could be furnished. If inquiry was made to the Trustees, or to the land department, for the number of acres that the State was entitled to, the answer was the same—there was no available record from which it could be furnished. Thus it was, if inquiry was made for the total acreage deeded to the various railroads or either of them, to obtain the answer would require weeks and perhaps months of time of the experienced force of the land office, to examine each and every deed, and tabulate the information, through plats and maps, original deeds not of record and not indexed, lost as it were, in the archives of the land office. Likewise, relating to lands granted to canal companies or sold to individuals, and thus it was made an extremely tedious and difficult affair, more so than people generally may realize, for the incoming Trustees to get the data upon which to reach a conclusion, or to base a future policy for their own efforts in the management and control of the Fund and disposition of the lands, if any. This condition existed during the greater part of the administration ending January, 1905.

Systematic Inquiry Made.—Finally the Executive and other Trustees determined upon a systematic plan of research for the purpose of gaining a comprehensive, systematic classification of the lands patented to the State, deeded by the Trustees to railroads, individuals, drainage companies and canal companies, and the laws governing the same, together with statistical tables showing the status of such lands, railroad grants, mileage railroads constructed and other necessary information, to be put in shape to show the status of the Fund and constitute a permanent record for the use of the Trustees. In aid of

this effort, tabulated inquiries were prepared in order to have the statistical information sought compiled and classified by the land department and Secretary of Trustees covering the following field of inquiry:

An abstract of the acts of the Legislature chartering railroad companies in Florida, not including those mentioned under the act of 1855, and other data relative thereto, showing the number of the chapter of the law, date of the act, name of the company, number of years within which the road should be completed, acres of land granted under each charter, how grants were satisfied, amendments to the charter, deficiency grants, acres within the six and twenty-mile limits, which table was completed by the land department as of the 6th day of August, 1904, and shows 115 railroad land grant acts of the Legislature, under which nine million acres, in round numbers, had been deeded to railroad companies with outstanding and unsatisfied claims under said grants of approximately six million acres more.

2. A compilation of all the land grant acts of the Legislature was caused to be prepared by the Secretary of the Trustees.

3. A statement of lands granted and conveyed to canal and drainage companies, showing the name of each company, the number of acres under each grant, the total acreage deeded, and the balance claimed by each company. An answer to this inquiry on the form as prepared was furnished by the land department under date of August 6, 1904, which showed that there had been granted a total of 3,119,186.92 acres and deeds had been executed by the Trustees thereunder, embracing 2,252,816.96 acres, leaving a balance claimed by the companies aggregating 870,696.43 acres.

4. A statement of the lands granted and conveyed to constructed railroads, showing the number of acres granted to railroad companies under Legislative enactments out of the swamp and overflowed lands patented

to the State, the number of acres deeded and approved to railroad companies thereunder, the name of the Company, the number of miles constructed, the number of acres granted per mile, the number of acres under special grant of the alternate sections within the six-mile limit, the number of acres within the twenty-mile limit, the number of acres under special grant deeded and in certificate, the total acres deeded and in certificate, the balance claimed under special grants, which information was furnished by the Land Office, and the Secretary of Trustees in the form indicated, showing the total number of miles of railroad constructed to be 1,126, the total number of acres granted to be 12,003,402.66, and the total number of acres deeded and in certificate to be 7,250,144.67; and the balance claimed under said grants to be 5, 607,055.28.

5. A statement of the lands embraced in the certificates issued by the Trustees of the Internal Improvement Fund to railroad companies, showing in tabulated form the name of the company, the total amount in each certificate, the acreage deeded, the amount patented to the State and not deeded, the acreage not patented to the State and not deeded, and lands deeded to settlers and others. In answer to this inquiry, on August 6th, 1904, the information was furnished as requested, showing that there had been certificates issued including 1,325,109.45 acres; that there had been 410,887.47 acres deeded; that there had been 671,752.58 acres patented and not deeded of the lands described in said certificates; that there had been 242,469.38 not patented and not deeded..

6. An inquiry for a tabulated statement in summary form as indicated, showing the number of acres of swamp and overflowed lands patented to the State up to August 8th, 1904, the number of acres deeded and approved to railroad companies, the number of acres deeded to canal companies, to Disston and others, in reply to which the following summary was furnished:

Statement showing status of the Swamp and Overflowed
Lands Patented to the State to August 6th, 1904:

Total number of acres of swamp and over- flowed lands patented to the State to Aug. 6th, 1904.....	20,133,837.42
Deeded to railroad companies..	8,252,317.69
Deeded to canal companies...	2,252,816.96
Deeded to Hamilton Disston..	4,000,000.00
Deeded to Dickerson.....	248,602.98
Deeded to Jackson.....	113,064.00
Deeded to individuals not un- der legislative grants.....	2,200,130.31
Total disposed of prior to Au- gust 6, 1904.....	17,056,932.74
Leaving a balance on hand Au- gust 6th, 1904 of.....	3,076,904.68

The Everglades Patent No. 137 for 2,800,080 acres was obtained in 1903, and at the same time inquiry was made of the Land Department in Washington for a statement showing the superficial area of Florida, the lands heretofore patented and also the acreage not patented, from which might be determined the question as to whether or not the State was entitled to eight or ten million acres of land under the act of 1850, or whether the acreage had been exhausted, as was contended by many. In response to this inquiry a statement was furnished showing the total area of the land surface of the State of Florida to be 35,072,640 acres; that these had been appropriated, which I understand to mean patented, to August 6th, 1904, 33,895,534 acres, the difference being 1,777,106 acres unappropriated or under reservations, water, etc.

The question whether or not the State was entitled to eight or ten million acres of land under the grant of 1850, or had exhausted its claim, is determined by the follow-

ing statement, gathered from the two previous statements set forth:

The Government's statement shows the total area of the land surface of Florida to be 35,072,640 acres; that 33,895,534 acres have been hertofore patented, leaving remaining after deducting homestead lands, reservations and water surface an estimated area of only 200,000 acres of swamp and overflowed lands.

It is pleasing to note that since these tables were prepared, the Commissioner of Agriculture has embodied them in his printed reports, together with other tables touching the various phases of land matters, their classification and status, to which has been compiled and added a list of the public schools under the various ownerships or vestitures of title, which is considered of incalculable value to the landed interests of the State, and furnishes comprehensive, accurate and available information to the public of a permanent character.

Thus the term of the 1901-1905 administration was taken up in the study and investigation of the status of the Fund, the various railroad land grants and claims thereunder, canal grant, contracts, reservations, and certificates; ascertaining the power and duties of the Trustees in the management and disposition of the lands of the Fund and in the preparation of defences to the various suits instituted, the result of which was set forth at length in resolutions declaring the policy of the Trustees, the status of the many claims, and the revocation of those not considered of any validity or of any binding force and effect, as will appear at Vol. 5, pages 259-272 inclusive of the printed minutes of the Trustees.

One of the most comprehensive of these resolutions is the first one on page 267 of Volume 5 of the Minutes, as follows:

"Therefore, be it resolved by the Trustees of the Internal Improvement Fund, all being present; That the Trustees adhere strictly to the provisions of the Act of January

6th, 1855, Chapter 610 Laws of Florida, as to their power and duties and the purposes for which said trust was granted, and that they will assert their rights and defend the title to the lands granted and irrevocably vested in them for the purposes therein set forth of reclaiming said lands by means of levees and drains."

Railroad Companies Demand Deeds—During the early part of the year 1901 the representatives of various railroad companies made demand for hearings before the Trustees of the Internal Improvement Fund to settle questions of priorities between claimants under railroad land grants to large areas of lands claimed to have been granted to the various contending railroad companies. This led to the investigation of the whole subject matter by the incoming Trustees, to the publication of the minutes in book form, the employment of counsel to advise the Trustees on the question of their powers and duties relating to the Fund, and the disposition of the lands thereof. This was followed by the decision on the part of the incoming Trustees that the railroad land grants were not grants of an absolute title to the lands but on the contrary were only residuary grants; that the title to all of the lands granted to the State by the Act of Congress of September 28th, 1850, was irrevocably vested in the Trustees of the Internal Improvement Fund in 1855, long prior to any of the railroad land grant acts, which passed the legal title; that said act of 1855 was still in force and effect and therefore the legislature did not possess the legal right to said lands in 1879 or subsequent thereto to grant to railroad companies or other grantees an absolute title, but only had the power to grant the residuary interest, subject to the trusts created by the act of 1855; and having arrived at this conclusion, the Trustees determined upon a policy equivalent and similar in effect to the first policy observed by the Trustees during the period from 1855 to 1879, inclusive.

Trustees Decline to Execute Deeds. The Trustees having arrived at this conclusion determined not to execute deeds under or by virtue of any railroad land grant act

of the legislature, and upon the announcement of this decision and policy, the suits above enumerated were instituted to compel the Trustees to execute deeds under and by virtue of the various land grants, represented by the various railroad companies, complainants in the suits above enumerated; hence the litigation that has followed, beginning in the year 1902.

No Lands Deeded. 1901-1905—During the administration ending January 1st, 1905, no deeds were executed by the Trustees of the Internal Improvement Fund under and by virtue of said land grant acts, either voluntarily or by the orders of the courts.

1905-1909—During the present administration, beginning January, 1905, the litigation has been vigorously pursued as is indicated by the suits enumerated, more particularly set forth in former reports referred to, and in no instance has any of the courts in which the suits decreed that the Trustees of the Internal Improvement Fund should execute a deed to any of lands attempted to be granted by virtue of said railroad land grants, or any of them.

Certificates—Following the policy of deeding lands under said railroad land grants to railroad companies beginning about 1888, certificates, as they are commonly called, were issued in many instances by the Trustees of the Internal Improvement Fund to various railroad companies, certifying that under and by virtue of the act of the legislature (identifying such acts) a certain railroad company had complied with said act by the construction of a certain mileage of railroad as stated therein, and thereby became entitled to a certain acreage of land, in accordance with the provisions of said grant; and further certifying that when the lands particularly described in said certificate should become patented to the State of Florida, then and in that event the Trustees of the Internal Improvement Fund bound themselves and their successors in office to execute a good and sufficient deed to said lands as herein described, to said company. Such

certificates were issued to approximately 800,000 acres of unpatented lands. This has been a fruitful source of embarrassment and litigation. It is clear that the Trustees since 1901 have asserted that the Trustees were not authorized by law to execute such contracts or certificates, and secondly, that the Trustees were not authorized by statute to bind their successors in office such an incumbrance on the trust fund, and at the same time, many perplexing questions have been raised by applications growing out of these instruments. Many instances have been called to the attention of the Trustees and their counsel in which it is asserted with corroborating proof that innocent holders have purchased these certificates, relying upon the honor and good faith of the State of Florida for deeds thereunder, in accordance with the terms of such contracts. Such certificates have been recorded in various counties where the lands described therein were situated, sold and resold thereunder, and mortgaged as security for large sums of money.

Compromises—These complications and the seeming obligation of the State involving the good name of the State of Florida, have undoubtedly appealed to the Trustees of the present administration and led to settlement in several instances of large areas described and embraced in such certificates; but it is proper to state in this connection, that they have not been required to do so by any decree of any court, except possibly in the instance of the Kittle case in the nisi prius court, and that not an acre of the vast number of acres sued for not involved and embraced in such contracts or certificates issued by former Trustees prior to 1901 have the Trustees of the Internal Improvement Fund deeded, except at their own option, in lieu of certified lands, in any of the various compromises made by them.

Contention of Trustees Sustained by Court—It follows that the contention of the Trustees of the Internal Improvement Fund, based upon the decision of the Trustees in 1901, and observed by them subsequently has been expressly sustained by the courts and does not appear to be

longer a question of controversy. The whole subject matter was resolved in one case, that of the Southern States Land & Timber Company before Judge Swayne, upon an application to enjoin the Trustees from the exercise of any discretionary power over the Fund, or any disposition of any of the lands for any purpose other than to deed them to railroad companies under their respective land grants made by the Legislature, and especially as expressed in the prayer of the bill in this language:

“That the Trustees be enjoined from selling or disposing of any of the lands patented to the State of Florida by the Act of Congress of September 28th, 1850, and from pledging, incumbering or otherwise charging the same or any part thereof for the purpose of drainage and reclamation, and further for a perpetual writ of injunction enjoining and restraining said Trustees from selling or otherwise disposing of or charging said lands for the purpose of drainage and reclamation under any contract or otherwise.”

This proposition involved the entire Fund. It was a test case, tacitly agreed upon by all of the railroad companies and so presented. The Trustees, on the one hand, claimed that they had the power to do all of the things complained of, and full discretion to sell and dispose of the lands, and to use the proceeds thereof for purposes of drainage and reclamation; and, as it will be observed, the railroad land grant claimants claimed that the lands of the entire Fund belong to them, and were not subject to sale and disposition by the Trustees for the purpose of drainage and reclamation. This whole case was raised by this bill of complaint, and the whole Fund, its management and disposition, depended upon the result thereof. After argument, the Court made provision under an order for a temporary injunction, as follows:

“That said Trustees shall have the right to sell or otherwise dispose of said lands a number of acres not exceeding one hundred thousand, for the purpose of using the proceeds for purposes of drainage and reclamation,

and shall have the right, after six months from this date, to make application to this court for further order touching the sale or disposition of said lands for purposes of drainage and reclamation and paying the expenses of the Trust."

An order embracing the above was signed by Judge Swayne on the 2nd day of May, 1907. It will be observed that he expressly authorizes and empowers the Trustees to sell or otherwise dispose of said lands as stated, for the express purpose of using the proceeds for the purpose of drainage and reclamation; and to apply to the court for authority and permission to sell more lands at the end of six months, for the purpose of drainage and reclamation and paying the expenses of the trust. This is the most important decision rendered in connection with the Fund during its fifty years existence. It expressly upholds the contention of the Trustees and the policy adopted in 1901 and since observed and followed.

This decision was followed by notice and motion of counsel representing the various railroad companies for a modification of said injunction, and a request for an order in accordance with the prayer of the bill quoted above. The cause came on for hearing and was re-argued before Judge Swayne, argument closing on the 20th day of May, at which time the Judge modified the order in some immaterial part, but declined to change or revoke the feature authorizing the Trustees to sell or dispose of or incumber any of said lands for the purpose of drainage and reclamation which seemed to settle the whole subject of the main and general litigation against the Trustees, which was followed by the settlements mentioned, all of which were based upon questions of contracts or certificates issued by the Trustees of the Internal Improvement Fund prior to 1901.

Case of Malone vs. Yoeman—In the case of Malone, a grantee of the Trustees, against Yoeman, in the Sixth Judicial Circuit of the State of Florida, in and for DeSoto County, a decision was rendered squarely on the merits

of the contention of the Trustees, which clearly established that the title vested in the Trustees is superior to the residuary interest granted to the railroad companies by the railroad land grant acts of the Legislature. This suit was in ejectment, the issues were made up upon a statutory declaration and plea of not guilty, the plaintiff claiming title by virtue of a deed from the Trustees of the Internal Improvement Fund; the defendant claiming title by deed based upon a legislative land grant to the Gainesville, Ocala & Charlotte Harbor Railroad Company, approved March 4th, 1879.

At the trial, the plaintiff introduced his deed from the Trustees of the Internal Improvement Fund, etc., and rested his case, whereupon the defendant offered in evidence the land grant approved March 4th, 1879, as a basis of his title to overcome the plaintiff's title, to which the plaintiff's counsel filed objections and those upon which the Court based its opinions are as follows:

"Fifth: Because when the lands were patented to the State of Florida the legal title to the lands vested in the Trustees of the Internal Improvement Fund under and by virtue of the act of the legislature approved January 6th, 1855, Chapter 610, Laws of Florida, and subject to the uses, trusts, purposes and management of the character of lands therein designated by the Trustees of the Internal Improvement Fund and their successors as therein expressly set forth, and therefore were not in the State of Florida, and the State of Florida did not have the lands of the character therein designated, embracing the lands described in the declaration of this suit being a part of such designation of lands. And therefore, the State having parted with said lands under and by virtue of the act of 1855, granting the same irrevocably to the Trustees of the Internal Improvement Fund and their successors, subsequent legislatures had no power or title to grant to any railroad company or corporation or individual for any purpose that would not be subject and subordinate to the provisions and trusts of said act of January 6, 1855, which trusts have not been performed and discharged, but

still exist and did exist at the date of said act of March 4, 1879, is inoperative and ineffectual as to the lands involved in this suit."

"Sixth: Because the State of Florida had parted with its rights, title and interest in and to the lands described in the declaration in this suit, said lands having been granted under and by virtue of the Act of Congress of September 28, 1850, and of the character therein designated swamp and overflowed, by an act of the legislature approved January 6, 1855, irrevocably investing said lands in five Trustees therein mentioned and their successors in office the whole of said lands of the character therein designated, and for the uses and purposes and trusts, which trusts have not been discharged and completed. That the grant to the State by the Federal Government of said land upon conditions then expressed, and the acceptance of the grant by the State constituted a contract. That this contract was binding upon the State and could not be violated by the legislature; that the legislature of 1880-1881, Chapter 1199, and the Act of the Legislature of 1870, Chapter 1784, constituted a contract with the Trustees of the Internal Improvement Fund; that under and by virtue of said acts of the legislature referred to the Trustees of the Internal Improvement Fund made and entered into a contract with the Peace Creek Emigrant and Agricultural Company concerning the lands described in the declaration in this suit, That this contract was binding upon the State and binding upon the Trustees of the Internal Improvement Fund at the date of said Act of the Legislature of March 4, 1879, and could not be violated by the Legislature of Florida, without infringement of the contract and primary use and purpose and trust expressed in said laws of reclaiming said swamp and overflowed lands, and any attempt of the legislature to divert the Internal Improvement Fund and defeat the purposes of said act of 1855 and 1880-1881 and 1870, such as the act of 1879 offered here by the defendant would be an infringement of the Constitution of Florida, of the Constitution of the United States, and

is therefore inoperative and ineffectual and subordinate to the said act of 1855, and is therefore unconstitutional and should not be admitted as evidence of title to lands in this suit."

Which objections were sustained by Judge Wall in the following written order :

"The act of January 6th, 1855, having vested in the Trustees of the Internal Improvement Fund all the swamp and overflowed lands granted to the State of Florida by the Act of Congress of September 28th, 1850, the act of 1879 granting certain of those lands to the Gainesville, Ocala and Charlotte Harbor Railroad Company was not a grant in praesenti but only a contract on the part of the State to grant certain lands on the construction of the road, and the title to the lands in controversy having passed to the plaintiff by a deed from the Trustees prior to that time the grant, so far as the lands in controversy are concerned, was inoperative. The objection to its introduction is therefore sustained, to which ruling the defendants by counsel object.

(Signed.)

"J. B. WALL,

"Judge."

The Court thus sustained the contention of W. S. Jennings, counsel for the Trustees, and directed a verdict in favor of the plaintiff. From this decision the defendants gave notice of appeal, but did not perfect the appeal, and the judgment became final.

Successful Policy of Trustees.—Thus it will be seen that the litigation has been favorable to the Trustees of the Internal Improvement Fund and that no suit has been neglected or lost nor decided adversely to the Trustees, of the suits above enumerated, based upon open land grant claims or touching the powers and duties of the Trustees in the exercise of their discretion in the management of the Fund, the sale of the land, and the use of the proceeds thereof for the purpose of drainage and reclamation.

Status of the Fund in 1909—The following table shows the number of Chapters, and the dates when acted, of the Acts of the Legislature granting residuary interests in the public lands.

Those chapters marked with a star (*) are grants which are still unsatisfied, *and upon which claims and demands are being urged against the Internal Improvement Fund.

All the other grants have either been fully satisfied by deeds from the Trustees of lands in settlement thereof, or were forfeited through failure to construct the railroad mentioned in the Act.

Session of 1879—Chapters *3167, *3168, *3170, 3173.

Session of 1881—Chapters 3328, 3329, 3330, 3331, 3332, 3333, 3334, *3335, 3336, 3337, 3338, 3342.

Session of 1883—Chapters 3484, 3485, 3486, 3488, *3491, 3492, *3493, *3494, 3495, 3496, 3498, 3499, 3500.

Session of 1885—Chapters 3640, 3641, 3644, 3645, 3646, 3648, 3650, 3651, 3652, 3653, 3654, 3655, 3656.

Session of 1889—Chapters 3988, 3989, 3990, 3995, *3996, 3999, 3991, *3900, *3901

Session of 1887—Chapters 3798, 3799, 3801, 3808, 3822, 3823.

Session of 1891—Chapters 4074, 4097, 4099, 4100, 4101, 4103, 4104, 4114.

Session of 1893—Chapters 4252, 4253, 4254, 4255, 4259, *4260 (see note on this Chapter), 4262, 4266 4267.

Session of 1895—Chapters 4465, 4467, 4468, 4469, 4474, *4475, 4483, *4477, 4478, 4482.

Session of 1897—Chapters 4619, 4623, 4625.

Session of 1899—Chapters 4804, 4632, 4832.

Note 1. All of the above grants were by their terms expressly made subject to the trusts enacted in the act of January 6th, 1585, creating the Trustees of the Internal

Improvement Fund, and to the control, management, sale and appropriation of said lands by said Trustees, and to the satisfaction of prior grants.

Note 2. The largest unsatisfied grant is No. 4260 of the above table, made in the year 1893, to the Jacksonville, St. Augustine and Indian River Railway Company, which has since changed its name to the Florida East Coast Railway Company, under which 2,040,000 acres of lands are claimed by said company. Said grant, however, contains the following provisions, to wit: "That the grant herein shall not take precedence of any grant to any railroad heretofore made, when said railroad has complied with the terms of its charter; and provided, that the State of Florida shall not be liable to the grant herein, if there be no land which said road can secure under this grant."

TABLE NO. 2.

This table shows the dates and numbers of the Chapters of Acts of the Legislature containing land grants, which have since been assigned to the State Board of Education, as a part of settlements and compromises made by the Trustees of the Internal Improvement Fund with railroad companies in the years 1907 and 1908.

It will be specially observed that these five grants are the five earliest grants made at the sessions of 1879, 1881 and 1883, and therefore have priority over all subsequent and later grants. Under them the State Board of Education has become and now is the owner of the residuary interest of said railroad companies in and to about 1,932,000 acres of lands, part of which were also contracted to be conveyed to said railroads, by contracts executed by the Trustees known as "certificates" and shown in the table. This prior, superior and preferred claim of the State Board of Education, to 1,932,000 acres of lands, is greater than the total acreage now remaining in the Fund

and therefore there are no lands left for subsequent claimants.

Year.	No. Chapter.	Name of Railroad.	Acreage.
1879	3167	Gainesville, Ocala & Charlotte Harbor R. R. Co., afterwards the Florida Southern Railway Co.:	
		In certificates	131,711.18
		In open grant	301,990.00
1879	3168	Tampa, Peace Creek & St. John R. R. Co., afterwards J. T. & K. W. Ry. Co.	19,696.62
1879	3170	Silver Springs, Ocala & Gulf R. C. Co.:	
		In Certificates	155,743.82
		In open grant	157,354.55
1881	3335	Pensacola & Atlantic R. R. Co., now Louisville — Nashville R. R. Co., open grant	1,072,376.91
1883	3491	South Florida Railroad Company	93,175.29
Total			1,932,048.37

Further reference is made to the land tables prepared by the Honorable Commissioner of Agriculture, and to appear in his biennial report for the year 1909.

Prior Rights of School Fund.—The Constitution of Florida of 1868, provides that twenty-five per cent. of the proceeds of the sales of all public lands not otherwise appropriated shall be paid into the State School Fund. This provision had never been recognized by the Trustees and no accounting had ever been had, nor had any moneys received from the sale of public lands been paid into the State School Fund prior to the year 1907. About October, 1907, this question was pressed by Governor

Broward and carefully investigated by counsel for the Trustees, who afterwards prepared resolutions that were adopted by the State Board of Education in October, 1907, calling upon the Trustees of the Internal Improvement Fund for an accounting, etc. Later the Governor inquired of the Attorney General for an opinion, which was rendered about February, 1908, holding in effect that the provision of the Constitution referred to applied to the lands of the Internal Improvement Fund. The recognition of this claim of the State Board of Education against the Internal Improvement Fund was considered an important feature and largely influenced the adjustment and settlement of claims by the Trustees of the Internal Improvement Fund and conveyances to the School Board under said settlements.

Settlements of Far-reaching Consequences.—The settlements which are merely referred to in this report have been fully reported upon heretofore, and appear in the minutes of the Trustees.

Residuary Interest.—The residuary interest in the lands of the Internal Improvement Fund is of exceeding magnitude and of the greatest importance, and its value should have been recognized by the Legislature in dealing with it. Under the act of 1855, creating the Internal Improvement Fund and designating the Trustees thereof, and clothing them with vast powers, duties and discretion, the State, nevertheless, retained the beneficiary and resulting interest in said domain. Therefore, if the swamp and overflowed lands, or any considerable part thereof were drained and reclaimed by the use of part of the lands in kind or the proceeds of sales thereof, thus enhancing the value of the lands so reclaimed and owned as the result of frugal and wise management, all of the lands thus remaining on hand at the conclusion of such work would belong to the State of Florida as the beneficiary of the trust, and necessarily subject again to the disposition of the legislature. Thus, the question was oftentimes asked during the discussion of the questions

involved in the present drainage operations "Who will the lands belong to when drained?" and it must be admitted that this was a difficult question to answer satisfactorily under the then condition of the title to said lands.

Question of Ownership Answered.—The question of the ultimate ownership of the lands was definitely answered in the plan for the adjustment and settlement of the claims of prior land grants and conveyances by railroad land grant claimants to the State Board of education, of a sufficient acreage of lands by deeds and assignments of certificates, reservations, etc., embracing and covering the remaining two million acres of lands now owned by the Fund, which had previously been granted as the residuary interest in said lands by Legislatures, perhaps improvidently, but doubtless in good faith, which is the final disposition of the whole landed interest, both the main title under the grant of 1855, to the Trustees, and the residuary interest remaining in the State as beneficiary by subsequent legislatures and by their legal transfers and conveyances vesting the residuary interest in the State Board of Education, and thereby removes the question from further claims or legislative disposition.

Present Acreage of the Fund.—The total acreage now on hand in the Fund is approximately two million acres, subject to sale, management and control by the Trustees of the Internal Improvement Fund for purposes expressed in the act of 1885, the main purpose being that of drainage and reclamation. The State Board of Education of Florida holds conveyances completely including the entire acreage that shall remain in the Fund after the purposes thereof have been accomplished.

OPINIONS.

During the year 1908 I have prepared and furnished in reply to inquiries from the Trustees, legal opinions in the following instances:

(1.) Opinion relating to rights of way for canals in the Everglades.

(2.) Opinion relative to indemnity lands.

(3.) Opinion relating to an accounting for 25 per cent. of the proceeds of the sales of public lands to the School Fund.

(4.) Opinions relating to the proposition for settlement with the United Land Company.

(5.) Opinion relating to lands patented to the State subsequent to the deed of the Trustees to Dickerson.

(6.) Opinion relating to indemnity claims and the disposition of moneys received from the Government thereunder.

(7.) Opinion relating to tolls on the application of the Florida Coast Line Canal & Transportation Company.

(8.) Opinion on the proposition of Charles A. Scott to drain the Everglades.

(9.) Opinion on the legal status, and what should be done on the part of the State incident to closing the Swamp Land Claim under the Act of Congress of 1850.

BRIEFS.

During the year 1908, in addition to opinions furnished the Trustees I have prepared for use in connection with the cases pending, briefs in the following instances:

(1.) On the demurrer to the second amended bill of complaint in the case of the Florida East Coast Railway Company, presented at the oral argument.

(2.) On the demurrer to the bill of complaint in the case of Richard G. Peters, presented at the oral argument in the United States Court.

(3.) On the demurrer to the bill of complaint in the case of the United Land Company, presented at the oral argument in the State Court.

(4.) On the exceptions to the answer of the Trustees in the United Land Company case.

(5.) On the demurrer in the case of the Wisner Land Company in the United States Court.

(6.) On behalf of the Trustees as appellees, in the case of Richard G. Peters, appellant, vs. the Trustees, in the United States Circuit Court of Appeals.

(7.) On the demurrer in the case of James A. Sledge, presented at the hearing in the State Circuit Court.

(8.) In the case of the Trustees, appellants, vs. James A. Sledge, in the State Supreme Court.

(9.) On the demurrer in the case of Elbert N. Mabry vs. the Trustees, in the State Circuit Court.

(10.) On behalf of the Trustees, appellants, vs. Elbert N. Mabry, in the State Supreme Court.

CONFERENCES WITH TRUSTEES.

During the year 1908 I have attended all conferences and meetings of the Trustees when requested so to do. I have appeared before the United States Court at Tampa, Jacksonville, Pensacola and Tallahassee, and before the State Circuit Courts at Titusville and Quincy, and argued the questions involved in the litigation pending in the various cases and all matters requiring attention. I have given prompt attention to all matters that have been assigned to me for opinion during the year, the details of which have been fully reported from time to time to the Trustees, all of which matters have been disposed of in reports promptly made to the Trustees.

Respectfully Submitted,

W. S. JENNINGS,

General Counsel.

Upon consideration of the contract with R. J. Bolles hereinbefore set forth at length, preceding the report of W. S. Jennings, General Counsel, same was agreed to, approved and accepted and it was

Resolved, That said contract be and the same is hereby entered into by and between the Trustees of the Internal Improvement Fund of the State of Florida and Richard J. Bolles, to be signed and executed by the Trustees in duplicate, whereupon one copy shall be delivered to the Trustees of the Internal Improvement Fund and one copy thereof to Richard J. Bolles, whereupon the notes of Richard J. Bolles and the mortgage on the land purchases, for the deferred payments of the purchase money for said lands were presented and upon examination were found to be in due form and duly executed in accordance with said contract, which are hereby approved and accepted, and it is ordered that the mortgage be recorded in the office of the Clerk of the Circuit Court of the counties wherein the lands, or any part thereof are situated, simultaneously with the filing and recording of the deed from the Trustees of the Internal Improvement Fund, No. 16198, to Richard J. Bolles, conveying said lands.

It was further Resolved, That the sale aforesaid be confirmed, and the Honorable Commissioner of Agriculture as Salesman for the lands of the Internal Improvement Fund be and is hereby requested to prepare the deed in the usual form, embracing the usual reservations and conveying the lands referred to and described in the proposition of said Richard J. Bolles to be executed by the Trustees of the Internal Improvement Fund and delivered to the purchaser, the cash payment stipulated in said negotiations as part of the purchase money for said lands in accordance with said contract having been duly paid into the Internal Improvement Fund.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

FINANCIAL STATEMENT

OF THE

TRUSTEES

OF

The Internal Improvement Fund

FOR 1907 - 1908



1909

TALLAHASSEE, FLORIDA



