

MINUTES
AND FINANCIAL TRANSACTIONS OF THE TRUSTEES
OF THE
INTERNAL IMPROVEMENT FUND
OF THE
STATE OF FLORIDA.

Tallahassee, Fla., January 2, 1909.

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 appears from the records in the office of the Commissioner of Agriculture that Section 22 in Township 27 South, Range 36 East, containing 639.84 acres, was entered by William H. Gleason, February 6, 1871, and the price paid for the same was \$799.80; and

Whereas, The records in the office of State Treasurer covering that period of time have been lost, so that it is impossible to determine whether or not that amount was covered into the Internal Improvement Fund, as claimed by the assigns of the said William H. Gleason; and

Whereas, It appears from the certificate of the Clerk of the Circuit Court for Brevard County, Florida, that said

lands have been assessed from 1887 to 1908, inclusive, and that the taxes down to and including the year 1907 have been paid, and that the amount so paid for taxes and redemptions is \$188.15;

Upon consideration of the facts above stated, the Commissioner of Agriculture was directed to issue deed to Gleason Brothers and Company, as said land had been assigned to said firm by William H. Gleason.

On this proposition the Comptroller voted *No.*

The following accounts were approved and ordered paid:

G. S. Baxter & Co., lumber for dipper handles..	\$ 150.00
Lainhart & Potter, lumber for use on dredges...	80.15
Stranahan & Co., supplies for dredges, November, 1908	696.60
H. J. Drane, insurance on dredges.....	687.50
Braddock & Bryan, meats for use on dredges....	27.26
J. A. Tindall, one small tent.....	8.00
P. N. Bryan & Sons, 251 cords of wood for dredges	1,004.00
Stearns & Culver Lumber Co., refund on entry of N. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, Sec. 29, T. 6 N. R. 25 W., as per resolution of Trustees.....	39.33
T. Murphy Iron Works, chains, bolts, etc., for dredges	115.17
Florida East Coast Railway Company, transportation charges on freight for Trustees.....	106.41
W. M. Hendry, recording deed for Trustees....	1.20
Florida Electric Company, lamps, fuse, wire, etc., for dredges.....	25.60
Reed A. Bryan, Agent, expense account for November, 1908	32.56
Merrill-Stevens Co., bolts, bushings, cheaves, etc., for dredges	122.44
The Exchange National Bank of Tampa, amount paid for freight on eleven cars of machinery..	3,443.20

W. S. Jennings, salary, second payment, and legal expenses as General Counsel.....	3,089.90
Moore Brothers, photographic work of drained lands for Trustees	43.44
I. N. Withers, salary and expenses as Selecting Agent of Swamp Lands	98.09

The Trustees then adjourned.

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

Tallahassee, Fla., January 4, 1909.

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 contract was ordered spread upon the Minutes:

This Indenture, made and executed this 4th day of January, 1909, by and between the Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, and A. B. Sanders and A. A. Boggs, both of Miami, Fla., parties of the second part;

Witnesseth: That for and inconsideration of an annual rental of Twenty-five dollars (\$25.00) per year, payable in advance on the 4th day of January of each year, and in further consideration of the covenants undertaken by the second parties hereinafter to be set out, the said first parties, for themselves and their successors, hereby lease and let to the said second parties, and their assigns, for a term of two years from the date hereof, the following

described lands lying in the County of Dade and State of Florida, to-wit:

Lots One, Two and Three (1, 2 and 3), in Tier Forty-one (41), and lots One, Two, Three and Four (1, 2, 3 and 4), in Tier Forty-three (43), and lots One, Two and Three (1, 2 and 3), in Tier Forty-five (45), according to the map of drained lands made by J. W. Newman, C. E., and filed in the office of the Commissioner of Agriculture in Tallahassee, containing one hundred acres, more or less, with privilege to the said second parties to purchase the same in fee simple at any time within the said two years at and for the price of fifteen dollars (\$15.00) per acre.

And in consideration of the foregoing, and also of the covenants undertaken by the said second parties, hereinafter more fully to be set out, the said first parties hereby grant to the said second parties the privilege of purchasing in fee simple of and from the said first parties, and their successors, at any time within two years of the date hereof, the following described lands lying in the County and State aforesaid, to-wit:

The West Half of Section Twenty-seven (27), and Sections Twenty-eight, Twenty-nine, Thirty, Thirty-one, Thirty-two, Thirty-three and Thirty-four (28, 29, 30, 31, 32, 33 and 34), of Township Forty-nine (49), South, Range Forty-one (41) East, and also Sections Three, Four, Five, Six, Nine and Ten (3, 4, 5, 6, 9 and 10), and all those parts of Sections Seven and Eight (7 and 8), Fifteen and Sixteen (15 and 16), in Township Fifty (50), South, of Range Forty-one (41) East, lying North of the North Canal now under construction by the said first parties, from the head of New River in a Northwesterly direction into the Everglades of Florida.

The price at which said purchase shall be made to be three dollars (\$3.00) per acre in cash, and if the said privilege of purchasing shall be exercised by the said second parties, the first parties agree to grant the said lands with the privilege of drawing and using water from

the State canals now existing or hereafter to be constructed, as may be necessary and proper for the purpose of irrigating said lands; and of constructing such ditches and canals across the State lands as may be necessary and proper for the purpose of conducting such water; and of using the natural flow of water from the lands of the State to and over the lands hereby covenanted to be conveyed as far as the same may be done without detriment to the drainage and reclamation to the Everglades lands; and of discharging the drainage and irrigation waters from the said lands into the State canals; all ditches and openings into the State canals made by the second party to be of such nature and kind as shall be reasonably necessary and proper for the purposes above set out and subject to the approval of the Trustees.

And the second parties, for themselves and their assigns, hereby covenant and agree to carry on experiments for the space of two years in the culture of rice on the lands hereinbefore described, and to plant and cultivate upon the said lands within the said time not less than one hundred acres of rice, and to construct such ditches, dikes and levees as may be necessary to test the culture of rice by flowage, and to use their skill, experience and capital in endeavoring to devise and introduce machinery suitable for the culture of rice upon the said lands, and to commence this said operation in the month of January, 1909, and at all times during the period of this contract to furnish to the first parties such information as may be desired as to the results of said experiments.

All deeds to be executed by virtue of the terms of this instrument to be subject to the right of the first parties to enter upon the said lands and make thereon such canals, dikes and other works as may in their judgment be necessary and needful for the drainage or reclamation of and of the lands granted to the State of Florida by Act of Congress approved September 28th, 1850, and to take from the said lands and to use such gravel, stone or earth as may, in their judgment, be necessary to use in

making and construction of such canals, dikes and other works.

In testimony whereof, The said first parties 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 this the 4th day of January, A. D. 1909, and the said second parties have affixed their hands and seals at the time and place last above men-

N. B. BROWARD (SEAL),
Governor.

A. C. CROOM (SEAL),
Comptroller;

W. V. KNOTT (SEAL),
Treasurer.

A. A. BOGGS,

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

A. B. SANDERS;

By A. A. BOGGS,

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

Attorney in Fact.

I hereby constitute and appoint A. A. Boggs as my true and lawful attorney, to act for me and in my behalf in all matters touching and pertaining to the option contract to be executed between the Trustees of the Internal Improvement Fund of the State of Florida, party of the first part, and myself and said Boggs, parties of the second part, and pertaining to certain lands in the Everglades of Florida, with full authority for said Boggs to sign in my behalf any papers which may be requisite to be signed by the second parties aforesaid.

A. B. SANDERS (SEAL).

Signed, sealed and delivered in
presence of us this 2nd day
of January, A. D. 1909, at
Jacksonville, Fla.

P. H. ODOM,
O. S. DOBBINS.

The following accounts were presented and ordered paid:

The Tampa Foundry and Machine Company, second payment on Caloosahatchee and third payment on Miami	\$10,000.00
A. C. Croom, expenses of trip to Fort Lauderdale and Miami in re drainage.....	109.35
N. B. Broward, expenses of trip to Fort Lauderdale and Miami to inspect drainage.....	56.40

The Trustees then adjourned.

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

Tallahassee, Fla., January 6, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The matter of the proposition submitted by J. H. Tatum & Company, under date of November 14, 1908, and extension and modifications thereof, was presented for further consideration, and it appearing that said proposition had been heretofore agreed to on the 14th day of November, 1908, and that in accordance therewith the sum of \$7,000.00 had been paid as part of the consideration for the purchase of certain lands situate in Dade County, Florida, and more particularly described as Sections 4, 5, 8, 9 and 17, Township 54 South, Range 40 East; Section 1, E. $\frac{1}{2}$ Section 2, E. $\frac{1}{2}$ Section 11, and Section 12, Township 54 South, Range 39 East; Sections 13, 14, 15,

E. $\frac{1}{2}$ Section 20, Section 21, E. $\frac{1}{2}$ Section 23, Sections 24, 25, E. $\frac{1}{2}$ Section 26, Section 28, E. $\frac{1}{2}$ Section 29, E. $\frac{1}{2}$ Section 32, Section 33, E. $\frac{1}{2}$ Section 35 and Section 36, Township 53 South, Range 39 East; Section 32 and S. $\frac{1}{2}$ of S. $\frac{1}{2}$ Section 29, Township 53 South, Range 40 East; aggregating 13,600 acres, more or less; whereupon it was

Resolved, That said negotiations be concluded in accordance with the proposition of purchase and the acceptance thereof, for and in consideration of the amount, and under the conditions as therein set forth, and that the Salesman of Lands of the Internal Improvement Fund be, and he is hereby, requested to prepare a deed, in the usual form, embracing and describing said lands, to be executed by the Trustees of the Internal Improvement Fund to S. M. Tatum, in accordance with the written request of the firm of J. H. Tatum & Company.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., January 9, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

After the consideration of the affidavits of Messrs. John W. Keene and John W. Osteen regarding the character of the N. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ Section 31, Township 5 South, Range 18 East, which affidavits state that said tract is all in the Olustee Creek Swamp, with the exception of

six or eight acres, and that there is a very small amount of merchantable timber on said land, and that they consider \$50.00 a fair valuation for the 40 acres; that this tract is covered with water the greater portion of the time, and the offer of Hon. W. T. Weeks of \$1.25 per acre for the tract; the Commissioner of Agriculture was directed to issue deed to said land when the purchase money was in the hands of the proper officer of the Fund.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., January 11, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 Park M. Trammell, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

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

Whereas, Ex-Governor N. B. Broward, as a Trustee of the Internal Improvement Fund of Florida, assisted the Trustees materially by the exercise of general supervision over the drainage operations and by his special fitness for that kind of work, and his zeal in pursuance thereof proved of great benefit to the Trustees during his term of office; and

Whereas, There has been an increase in the number of dredges and the work of drainage will be carried on in different localities, thereby making it impossible for the present Civil Engineer and Agent at Fort Lauderdale to

attend to the largely increased duties resulting from the more extensive drainage operations and the wide area separating the dredges; therefore, be it

Resolved, That a competent and experienced Civil Engineer be employed as a general superintendent of drainage, and that Saturday, January 23, 1909, be the time fixed for such selection.

It was also resolved that Hon. W. S. Jennings be requested to stop over at Tallahassee for consultation with the Trustees when on his way to New Orleans to attend United States Circuit Court, in the interest of Trustees.

The following letter from Henry A. Hendry was ordered spread upon the Minutes, and referred to General Superintendent when one shall have been appointed:

“Fort Myers, Fla., January 9th, 1908.

“N. B. Broward, Esq., Tallahassee, Fla.

“Dear Governor: I write to ascertain if there would be any likelihood of me making a contract with you or the State to furnish cord wood for the dredge ‘Caloosahatchee’ when you start operations in the Caloosahatchee River. I have a friend in the person of C. A. McDougald, who has teams and is a good, capable man, and if you will consider me before making arrangements for the wood it will certainly be appreciated.

“Thanking you in advance, I am, yours truly,

“H. A. Hendry.”

The Secretary of the Trustees was directed to prepare and present to the Trustees at once the statement heretofore ordered prepared showing the amount of cash sales since the adoption of the Constitution directing 25 per cent. of sales of State lands to be applied to the School Fund, and in said statement separate the Disston and Vose claims and their collaterals, presenting said claims in a separate statement.

It was resolved that the Tampa Foundry and Machine Company be directed to furnish one extra spud and one extra dipper handle before the dredge Caloosahatchee is sent away, and that said company be further notified not to move the dredge Miami from Tampa until further advised by the Trustees.

The Secretary was instructed that as to matters before the Board, upon and after final determination and not otherwise, he should give information relative to the Board's action thereon to the public or the press when requested.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., January 15, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following communication from Hon. W. S. Jennings was read and ordered spread upon the Minutes:

“Tallahassee, Fla., January 15, 1909.

“Trustees I. I. Fund, Tallahassee, Fla.

“Gentlemen: In answer to your inquiry during conference this instant, at which the resolution relating to the purpose of the Trustees to have the dredge Okeechobee, now operating near Fort Lauderdale, to continue in its

course westward for a distance of approximately six miles, and then to proceed southward, cutting a canal of such width and depth and along such route as may hereafter be determined upon, into the waters of the Miami River, being a compliance with the requirements of agreements heretofore entered into by and between the Trustees of the Internal Improvement Fund and the Davie Realty Company and other purchasers of lands in the vicinity of Miami, Fla., to the payment of a specified portion of the purchase money and its application to the work of dredging the Miami River, I beg to advise that the provision in the agreement between the Trustees of the Internal Improvement Fund and the Davie Realty Company on this subject reads as follows:

"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, Florida, and more particularly described and set forth in resolutions adopted by the Trustees of the Internal Improvement Fund under date of November 29th, 1908, which minutes and resolutions are referred to and 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. 16,189, and dated 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." (Page 679, Minutes.)

"It will thus be observed that the only obligation as-

sumed by the Trustees is the application of 75 per cent. of the proceeds of the sales of said lands as therein stated. It is, therefore, my opinion that the purpose set forth in the foregoing resolution is in accord and does not in any way conflict with the terms and conditions of said agreement and in no wise changes the terms thereof or violates the same, the portion of the proceeds of the sale of said lands so stipulated to be applied to that portion of the work required by said agreement, viz., to the work in the Miami River.

“Yours truly,

“W. S. JENNINGS, General Counsel.”

Questions relating to the operation of the dredges in the drainage work were discussed, including the launching and starting to work of the two dredges, Caloosahatchee and Miami, now nearing completion at Tampa, Fla.; and it was the consensus of opinion of the Trustees, after inquiring into the entire situation, that it would be most advantageous to the general drainage operations contemplated to have the two dredges, now being constructed at Tampa, launched in the Caloosahatchee River for the purpose of expediting the entrance of said dredges into Lake Okeechobee, one to proceed southward from the south shore of Lake Okeechobee as early a date as it is found practicable to get such dredge into the waters of Lake Okeechobee, to meet one of the present dredges en route from Lauderdale toward Lake Okeechobee, and that the dredge now operating near Lauderdale, named Okeechobee, continue in a westerly direction to a point approximately six miles further west and thence continue southward to the waters of the Miami River along such route as may be determined upon from time to time by the Trustees. Therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That it is the purpose of the Trustees to have the dredge Okeechobee, now operating

near Fort Lauderdale, to continue in its course westward for a distance of approximately six miles and then to proceed southward, cutting a canal of such width and depth and along such route as may hereafter be determined upon, into the waters of the Miami River, it having been made to appear that the work contemplated can be accomplished much more expeditiously, economically and advantageously to the Internal Improvement Fund.

Resolved, further, That W. S. Jennings, General Counsel of the Trustees, acquaint the purchasers of lands under contract to apply a portion of the proceeds of the sales of lands to the cutting of a canal from the Miami River, of this determination on the part of the Trustees.

The following resolution was adopted:

Resolved, That after February 1, 1909, the bonus heretofore allowed to parties operating the dredges Okeechobee and Everglades be abolished and discontinued, and the parties so interested be notified by the Secretary of the Trustees, and that the Superintendent of Drainage to be elected by the Trustees shall make his recommendation affecting the question of allowing a bonus, when the Trustees will make further arrangements as to paying a bonus for extra work; and it was also ordered that the Secretary of the Trustees send a copy of this resolution to J. W. Newman, Engineer in Charge.

The following communication from Ernest Kreher was read, and the Secretary was instructed to write to Mr. Kreher, asking that he submit to the Trustees a formal proposition specifying the price per cubic yard for the proposed drainage and the time of the contract which is suggested:

"Tampa, Fla., January 13th, 1909.

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

"Gentlemen: Some time ago I presented a letter to

your Board on the subject of constructing a pump dredge of what I considered to be an improved type, and which I believed would expedite the work undertaken by you, and besides would do the work for one-sixth to one-fifth less per cubic yard of material excavated, exclusive of that portion of the excavation that would have to be done through rock, and according to my information from three-fourths to five-sixths of the work will be done through muck and sand, and therefore a great saving might be effected by the use of a pump dredge, if used in the neighborhood of where a dredge was at work that could dig either rock or soft material.

“It is my information that in addition to the two dredges that I have been constructing, specially equipped for digging canals through rock or other hard substances, that you have two other like dipper-dredges now at work near Lauderdale in the Everglades, and that having four modern dredges of the dipper pattern that it would be advantageous to you to have at least one dredge of the pump pattern, and I have proposed in my former letter to undertake to construct a modern pump dredge at my own cost and expense and to cut canals through the muck lands of the Everglades under contract, for one cent less per cubic yard than it has cost you to operate your dredges in muck land for *six months' average*, which proposition I now confirm and renew.

“If acceptable to you, I will hold myself in readiness to settle the details relating to the construction of such dredge and enter into a contract to cut canals in muck and sand, and all other material other than rock, at an early date. The work on the present dredges that I am doing is nearing completion and I will be glad to have an opportunity of building this proposed dredge, and as there would be no risk of loss to the Trustees, nor liability

on their part, I will be glad to hear from you at the earliest practicable date.

"Yours truly,

"(Signed) ERNEST KREHER."

The following letter was also ordered spread upon the Minutes:

"Tampa, Fla., January 13, 1909.

"Hon. Board of Trustees of Internal Improvement Fund,
Tallahassee, Fla.

"Gentlemen: Your telegram to keep the Miami in Tampa until further notice has been received, and we shall act accordingly.

"Allow us to draw to your attention that before you can work the Caloosahatchee and Miami, if she is to work by herself successfully, you should have a tender to supply these dredges with fuel and you should have a good-size power boat to run up and down the river, or at least to begin with, a tender such as we proposed to the Board on December 2nd. In fact, both propositions were: one for a flat-bottom tender and one for a launch, submitted to the Board on that date. Our proposition did not include the machinery, but we could give you an estimate in a very short time to include the machinery, if you so desire.

"Please take the matter under consideration, as we are afraid you will have a dredge without a tender and will not be able to run her.

"Yours very truly,

"TAMPA FOUNDRY & MACHINE CO."

"By Ernest Kreher, President."

The following resolution was offered by Comptroller Croom and adopted by the Trustees:

Resolved, That the matter referred to in the above letter be deferred until the election of a Superintendent of Drainage. It was ordered, however, that the Secretary

write to Mr. Ernest Kreher and ask him to submit his bids and estimates.

The Secretary of the Trustees was directed to advise the Tampa Foundry and Machine Company to furnish the extra spud and dipper handles for the "Caloosahatchee" as per their letter of January 14th, and to advise the Trustees promptly of the cost thereof, that the Trustees may determine as to whether or not they should supply the "Miami" also. The Secretary was also instructed to advise said Tampa Foundry and Machine Company to put paint on the dredges only as the contract calls for and that the matter of additional paint will be taken up later.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., January 23, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

In relation to the application of Mr. Joseph Mannier, of Fort Lauderdale, Fla., under date of January 11, 1909, in which he requests the exchange of the land heretofore purchased by him from the Trustees, it was

Resolved, That it would be a bad precedent to allow such exchanges, but the Commissioner of Agriculture is instructed to write Mr. Mannier that the Trustees will allow him to occupy and use such selection as he may

make free of charge for his crops for two years. Such selections to be made after conferring with, and to meet the approval of, the Commissioner of Agriculture.

The Commissioner of Agriculture presented the application of Mr. John H. Cordner, of Fort Lauderdale, Fla., dated January 20, 1909, together with other correspondence of the said Cordner prior to said date, in which he requested the Trustees to allow him to re-convey to the Trustees fifty (50) acres of land heretofore deeded to him by the Trustees, and requesting the Trustees to deed him certain lands described in his communications, to the amount of fifty (50) acres, in lieu of the said lands heretofore conveyed to said Cordner, setting up the fact that the Trustees originally conveyed to him lands a part of which was claimed by another party, who refuses to give up possession to the said Cordner; and

Whereas, A suit of ejectment is now pending to settle this other party's claim to these lands; and

Whereas, The said Cordner is prevented from occupying and using these lands; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund, That the Commissioner of Agriculture be directed to advise said Cordner that he is hereby authorized to go upon and occupy the lands now selected by him pending the settlement of the suit, and at the termination of said litigation the said Cordner will be allowed the option to exchange the land purchased acre for acre, or of retaining the land originally purchased.

The following telegram was received and read:

"Jacksonville, Fla., January 22, 1909.

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

"O'Brien, counsel for Bolles, anxious to meet you or representative Trustees, Jacksonville, Saturday. Telegraphs en route South. Can only remain Saturday.
Answer. W. S. JENNINGS."

To which the following replies were made:

"Tallahassee, Fla., January 23, 1909.

"Hon. W. S. Jennings, Jacksonville, Fla.

"Message received too late for morning train. Will arrive on evening train. Answer.

"A. C. CROOM, Comptroller."

And it was Resolved, That Mr. O'Brien, counsel for R. J. Bolles, be advised that the Trustees will be glad to see him and to meet him in Tallahassee and have him present his matter, but they cannot authorize a single member of the Trustees to act upon any important matter. If it is impossible for him to come to Tallahassee, he may submit his proposition in writing and the Secretary is so directed to advise Hon. W. S. Jennings.

The Commissioner of Agriculture having invited the attention of the Trustees to the fact that Mr. R. L. Doulhitt, who has heretofore acted for the Trustees in the matter of preventing trespass upon State lands near Flamingo, Fla., tendered his resignation as such Agent, which resignation is hereby accepted, and that Hon. I. N. Withers joins Mr. Doulhitt in recommending Mr. D. W. Arden to act in such capacity for the Trustees, and it is ordered that the Commissioner of Agriculture take up the matter with Mr. Arden and advise him that he will be allowed compensation therefor, as allowed Sheriffs in such cases of trespass, such compensation being one-fourth of the recovery.

The Commissioner of Agriculture presented a communication from Hon. S. V. Proudfit, Assistant Commissioner of the Department of the Interior, at Washington, D. C., requesting the State to quit-claim to the United States certain lands therein described, the same having been patented to private parties and to the State of Florida, in order to clear the title of the private party holding under United States Government. The Commissioner of Agriculture was directed to advise the Department of the Interior that the State would quit-claim said de-

scribed lands to the United States Government, and the Commissioner of Agriculture was directed to request that the United States would allow the State of Florida for said lands to the amount of the acreage to be conveyed by the State to the United States Government.

The report of Messrs. McCall & Small, Trespass Agents, was read and ordered spread upon the Minutes. Said report is as follows:

"Lake City, Fla., January 9th, 1909.

"Hon. Trustees I. I. Fund, Tallahassee, Fla.

"Gentlemen: We have the honor to report that since our last report we have collected no moneys in the matter of trespass on State lands, but that within the past month we have had a representative at work in Marion and adjoining counties, and while we have discovered numerous trespasses on the lands in the State in Marion County we have not yet been able to locate the parties interested, or who committed the trespass, so as to compel settlement. We expect to be able to do this by the first of the coming month, at least as to some of the trespass. We do not believe it an exaggeration to say that a great many thousand dollars of the State's timber in the county named has been taken without any semblance of right or authority.

"Respectfully,

"McCALL & SMALL, Trespass Agents."

Attorney General Trammell introduced a resolution providing for the payment of 25 per cent. of the proceeds of the sales of public lands into the State School Fund, but upon investigation it was found that a resolution of similar import was adopted September 2, 1908. The resolution was, therefore, withdrawn.

The Trustees then adjourned until 3:00 o'clock p. m.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., January 23, 1909.

3:00 o'clock P. M.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Park M. Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution, offered by Park M. Trammell, Attorney General, was unanimously adopted by the Trustees:

Be it resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That all land agents, agents, officers and attorneys of the Trustees of the Internal Improvement Fund having any duties whatever connected with the lands belonging to the Internal Improvement Fund, are hereby prohibited during the period of their service for said Trustees from purchasing, directly or indirectly, any of the lands in the custody and under the control of said Trustees of the Internal Improvement Fund; be it further

Resolved, That all agents, officers, attorneys and other employees of said Trustees are hereby prohibited, during the period of their employment by the said Trustees, from accepting employment from any person purchasing or desiring to purchase lands from said Trustees and from accepting employment from any person contracting with or desiring to contract with said Trustees; be it further

Resolved, That no agent, officer, attorney or other employee of the said Trustees shall accept, directly or indirectly, any compensation, commission or remuneration whatsoever from the purchaser upon any land sales made by said Trustees, or by himself as agent of said Trustees, or from any person contracting with the said Trustees in any transaction or matter. Provided, that said provisions

only apply to land sales, purchases, contracts and other transactions transpiring during the time of such agents, officers, attorneys or other employee's employment by said Trustees of the Internal Improvement Fund of Florida; be it further

Resolved, That no agent or representative of the Trustees of the Internal Improvement Fund making purchases of supplies or materials for public use, shall purchase such supplies or materials from himself or from any firm or corporation in which such agent or representative is interested, nor in any manner share in the proceeds of such purchases; be it

Resolved, That any agent, officer, attorney or other employee of these Trustees who shall violate the provisions of this resolution shall forthwith, without delay, be dismissed from the service of said Trustees of the Internal Improvement Fund of Florida; be it further

Resolved, That the Secretary of the Trustees shall, without delay, advise all the present agents, officers, attorneys and other employees of the Trustees of the provisions of this resolution.

The matter of salary and bond of the Superintendent of Drainage to be selected was next taken up, and it was

Resolved, That said Superintendent of Drainage shall be paid a salary at the rate of \$175.00 per month, to be paid monthly, and his board upon the dredges, and his actual traveling expenses when traveling in connection with his duties as Superintendent of Drainage. The duration of said employment shall be at the pleasure of the Trustees.

Resolved further, That the Superintendent of Drainage shall give a bond in the sum of \$5,000.00 for a faithful performance of his duty, said bond to be acceptable and approved by the Trustees.

It appearing by the records of the Trustees that from

September 1st to December 31st, 1908, both days inclusive, that there was received from the sale of lands the sum of eighty-eight thousand, four hundred and ninety four dollars and sixty-two cents (\$88,494.62), and that one-fourth of said amount is \$22,123.40; therefore, be it

Resolved, That the sum of twenty-two thousand, one hundred and twenty-three dollars and forty cents be paid to the State Treasurer for the State School Fund, under resolution adopted September 2, 1908.

The application of John Dunn for employment on the dredges Caloosahatchee and Miami was considered and ordered referred to the Superintendent of Drainage when one shall have been elected.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., January 26, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

It was resolved, That the Capita' Publishing Company be instructed to print 500 copies of the Minutes of the years 1907 and 1908.

Further resolved, That the Secretary is hereby directed to correspond with the parties who built the various dredges owned by the Trustees with a view to estimates

for fitting and equipping them with suitable suction pumps for working in muck lands.

It was further resolved, That the Secretary be instructed to write to various parties for information in reference to the relative force of suction and dipper dredges, and especially in reference to securing information in reference to the operation of suction pumps in muck lands, and asking them if they have had any experience in muck lands; and if so, if they have seen fit to use any special device on such lands.

The Secretary was further directed to write to J. J. Dunn, Philadelphia, Pa., for any information that he may have as to the cost per cubic yard, exclusive of machinery, in dredging the muck lands of the Everglades. Also, if he has used any special device, and to kindly give whatever experience he may have had that may be beneficial to the Trustees. Also, write to George Miles, St. Augustine, and to ask these parties if they know of anyone who has used any special device in dredging muck lands; and if so, to kindly give the name and address of such parties in order that the Trustees may correspond with them.

The account of the East Coast Railway Company for freight transported for Trustees during December, 1908, was referred to the Secretary to be audited, and if found to be correct same was ordered paid.

The following telegram, having reference to telegram sent Governor Jennings on January 25, 1909, was read and ordered spread upon the Minutes:

"Jacksonville, Fla., January 25, 1909.

"W. M. McIntosh, Jr., Secretary, Tallahassee, Fla.

"Telegram received. O'Brien en route South. His party of twenty bankers and visitors here en route South. Do not think that he had any proposition to submit, only wanted to inform the Trustees, as matter of courtesy, of

his plans, and ascertain if Trustees had any preference as to points of anticipated sales and settlements.

“W. S. JENNINGS.”

The following resolutions were adopted :

Resolved, That it is the policy of the Trustees to distribute the funds belonging to said Trustees in banks in different parts of the State, as far as practicable. For the present, however, it is not deemed advisable to make any change in the depositories as now constituted.

The following resolution was offered by Park M. Trammell, Attorney General, and unanimously adopted :

Be it resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That the Secretary of these Trustees shall, on or before the tenth day of each month, make a report to the Trustees showing

First—The detailed receipts of the month next preceding.

Second—The detailed disbursements of the month next preceding.

Third—A trial balance sheet.

Fourth—A detailed account of currency, coin, drafts, checks, orders, receipts, bonds, coupons or other credit memoranda which he may have representing cash not yet entered upon the books of the Trustees.

Fifth—A detailed statement showing the banks in which the funds on hand are deposited, and the balance appearing from the deposit book to be in each bank.

Be it further resolved, That said monthly report shall be spread upon the Minutes of the Trustees and copies thereof furnished and supplied to such papers as may call for them.

The following telegram was read and ordered spread upon the Minutes :

Tallahassee, Fla., January 29, 1909.

The Trustees met in Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park M. Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Whereas, Mr. B. W. Partridge, of Monticello, Fla., has requested that the Trustees return to him a deposit of \$200.00, which was made subject to the terms of a certain contract entered into with him on June 3, 1902, by the Trustees, wherein it appears that if the Trustees were not able to comply with the terms of said agreement, the said \$200.00 should be returned to him, but in the event they could and should comply with the terms of said agreement, then the said \$200.00 should apply as part payment on the purchase of the lands therein referred to; and it appearing that on account of an adverse decision of the court that the Trustees have not been able to convey to the said B. W. Partridge the land which he proposed to purchase by the terms of said contract; it is therefore

Resolved, That on account of the inability of the Trustees to keep their part of said contract, the said deposit of \$200.00 shall be returned to the said B. W. Partridge upon his giving a release to the Trustees against any obligations under the contract.

The following accounts, aggregating \$1,507.49, were presented, approved, and ordered paid:

P. Ullindorff, meats for use on dredges.....	\$ 25.50
E. A. Robinson, electric apparatus for dredges...	31.38
Stranahan & Co., supplies for dredges for month of December, 1908	681.98
Merrill-Stevens Company, iron bars, bolts, and various fixtures for dredges	358.12

H. & W. B. Drew Company, one record book for Minutes, \$16.00; blueprint Everglades, \$4.48...	20.48
Tampa Foundry and Machine Company, plow-steel hoist-rope for dredges	230.40
Featherstone Foundry and Machine Company, material and labor provided for dredges.....	72.72
Florida East Coast Railway Company, charges on material transported for Trustees during December, 1908	49.21
C. M. Knott, recording deed for Trustees.....	1.35
C. D. Leffler, meats for use on dredges.....	15.10
Lainhart & Potter, lumber for use in re drainage.	20.00
John C. Calhoun, recording deed for Trustees....	1.25

Several applications for positions upon dredges, recommendations of John W. Newman, etc., were read and ordered referred to the Superintendent of Drainage.

The following letter from Tampa Foundry and Machine Company was read and ordered spread upon the Minutes:

"Tampa Foundry and Machine Company,

"Tampa, Fla., January 19th, 1909.

"Hon. Board of Trustees of Internal Improvement Fund.

"Gentlemen: As per your valued request of January 16th, 1909, we beg to submit price of \$150.00 each for the new 30" spud points. Each point will weigh about 3,000 pounds. The straps will be made of $\frac{3}{4}$ "x6" refined iron. These points will prove to be a valuable addition to the dredge. They will save the spuds from breaking, when being dropped.

"Dipper Handle: In reply to your valued request price on dipper handle, we will make this handle, with all steel racking and steel plates included, ready for use, for the sum of \$1,600.00, same to dig eighteen feet below water.

"We have commenced on these items and are pushing same as fast as possible.

"Hoping this is satisfactory, we beg to remain, very truly yours,

TAMPA FOUNDRY & MACHINE CO."

"Ernest Kreher."

It was resolved that the Tampa Foundry and Machine Company be directed to make an extra spud and dipper handle for the dredge Miami, so that there may be an extra spud and dipper handle on each dredge.

The Secretary is directed to write to John Dunn, care Tampa Foundry and Machine Company, and ascertain the cost of putting asbestos covering for boiler and pipes, and advise the Trustees.

The following letter to Mr. E. E. Goodnow was ordered spread upon the Minutes:

December 17, 1908.

Mr. E. E. Goodnow, Labelle, Fla.

Dear Sir: In your recent letter to the Trustees you stated that you would furnish to them, on the river bank, or canal bank, near Fort Thomson, 400 cords of wood at \$2.50 per cord, and that you would be responsible for the wood until you delivered it at the point designated by the Trustees. I assume by that that you mean that you would not haul it until the Trustees were about ready to assume charge of it, which would mean that the Trustees would not be charged with the wood until they had designed a place and had indicated their intention to receive it at that time. After delivery it would be at the Trustees' risk. If my understanding is the correct one, the same will be satisfactory; but I would like to know how many cords of wood per day you could furnish at given points along the river and canal after notice was given you by the Trustees that they would receive so many cords at a time, or per day, or month. The number of cords per day should constitute a sufficient amount of wood to keep the dredge in operation, which would be about two and

one-half or three cords of wood a day, and not more than four cords per day.

With kind regards, I am, yours very truly,
N. B. BROWARD, Governor.

Also, the reply to the same:

Governor N. B. Broward.

Dear Sir: I believe your understanding of my letter was correct. We have about thirty cords of wood in now at Labelle, but will probably not put in anywhere else until you name the place. They are putting in two or three cords per day—about three, then, would be about the average—so if you don't think that will be enough we had better put in more before you get here.

Respectfully, E. E. GOODNOW.

We are anxiously looking for your dredge. It will be a great day for the Caloosahatchee Valley when she comes floating up.

The Secretary is directed to write to Mr. Kreher, of the Tampa Foundry and Machine Company, to put the tanks in, as indicated in his letter, and advise the Trustees of the cost, and notify the Marion Steam Shovel Company of the failure of the arrival of these tanks and the order to construct them, and also notify them of the non-arrival of all other missing articles included in their contract.

It was ordered that John Dunn be paid one month's salary of \$100.00 for services beginning 21st day of December, 1908, per resolution of December 16, 3:30 p. m., 1908.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., January 30, 1909.

The Trustees met in Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park M. Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

A communication from Hon. W. S. Jennings, dated January 13, 1909, in reference to Cooper claim, and with certain memoranda of W. M. McIntosh, Jr., relating thereto, was ordered referred to the Attorney General.

The following communication was read and ordered spread on the Minutes:

"Jacksonville, Fla., January 28, 1909.

"Hon. W. M. McIntosh, Jr., Secretary, Tallahassee, Fla.

"Dear Sir: I am in receipt of notice from the Clerk of the Supreme Court of Florida, under date of the 26th inst., that the Court has set down for oral argument on February 16th, 1909, at 10:00 o'clock a. m., the following cases:

"N. B. Broward *et al.*, appellants, vs. James A. Sledge, appellee.

"N. B. Broward *et al.*, appellants, vs. Elbert N. Mabry, appellee.

"My connection with the Trustees having been severed at their meeting of December 16th, 1908, as appears by the Minutes, I take the liberty of calling your attention to the status of these cases, fearing that the same may have been overlooked in the rush of affairs incident to the incoming administration.

"Yours very truly,

"W. S. JENNINGS."

Whereas, The following communication was received from ex-Governor W. S. Jennings, January 30, 1909.

“Jacksonville, Fla., January 30, 1909.

“Hon. W. M. McIntosh, Jr., Secretary, Tallahassee, Fla.

“My Dear Sir: Your letter of the 25th instant, with enclosure as stated, is at hand, but I am at a loss to know for what purpose, as you failed to advise me, my engagements having ceased, as will appear by the Minutes of December 16th, 1908.

“The subsequent consultation at the telegraphic instance of the Trustees, and such other work as I have been undertaking to do to close up matters pending, have been entirely gratuitous and as a matter of courtesy.

“Your attention is also invited, as a further courtesy, to the status of the litigation, as appears in my annual report, and especially to the case pending in Dade County, which has not been given any further attention by me since the entry of an appearance for the January rule day.

“Yours very truly,

“W. S. JENNINGS.”

And, whereas, The Minutes of the Trustees do not show any action having been taken upon said resignation, or that said resignation was tendered except as appears on the Minutes of December 16th, 1908; and

Whereas, By reason of the compromise and settlement of certain claims and suits against the Trustees of the Internal Improvement Fund, retaining to the State the immense acreage of one million, nine hundred and thirty-two thousand acres of land, and the condition of compromise precluding the possibility of any of said lands being obtained by other claimants, the claims of the parties with whom the compromise was effected having been transferred by said compromise to the School Fund of the State, thereby settling the principal litigation in which the Trustees of the Internal Improvement Fund were involved, the remaining suits against the Trustees not being

Tallahassee, Fla., February 2, 1909.

The Trustees met in Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park M. Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

After a conference with a committee of citizens from Miami, and after a full discussion of all the questions involved, it was

Resolved, by the Trustees of the Internal Improvement Fund of Florida, That as it appears from conversations and discussions with a committee representing the citizens and property owners of that immediate section of the State, advisable to start the operations of the dredge Miami in the Miami River, provided that the citizens and property owners of that community, or their committee, shall obtain a release from all the owners of property along the banks of the river and the canal, lying west of the east half of the northwest quarter of Section 24, Township 53 South, Range 41 East, from all damage arising from a change of the volume of water occasioned by this work, and also that they obtain a right-of-way 150 feet wide and dumping privileges along the banks of the two routes under discussion, the selection of said route to be determined hereafter by the Trustees, upon actual survey and recommendation of the Engineer and Superintendent of Drainage, and also obtain from the County Commissioners permission to, and release from any damages for inconvenience that may occur by the stoppage of traffic and travel upon the rock road during the time that the dredge is opening and cutting through where the bridge now is, should that route be selected.

Resolved further, That the dredge Miami will be or-

dered towed around to the Miami River immediately upon the compliance with the requirements of the Trustees contained in these resolutions.

Resolved further, That the Trustees appoint Hon. A. C. Croom, Comptroller, a committee of one to represent the Trustees in, and to accompany Mr. P. F. Jenkins, the recently selected Superintendent of Drainage, to the point where the drainage operations are being conducted to install him in charge of the dredges and the drainage operations, and to furnish him with all maps, plats and communications necessary for his full advice concerning his duties. Hon. A. C. Croom is hereby authorized to draw the sum of two hundred dollars from the Fund for the purpose of defraying any expenses attending said trip.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., February 15, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following telegram from Tampa Foundry and Machine Company to Hon. A. C. Croom, Comptroller, was ordered spread upon the Minutes:

“Shall we proceed with bunks for dredges? Please answer.

“TAMPA FOUNDRY & MACHINE CO.”

The Secretary was directed to wire Mr. John Dunn,

Inspector for Machinery for Trustees, Tampa, Fla., to have the dredges equipped with the necessary bunks at reasonable prices.

The following letter was read:

Tampa, Fla., February 11, 1909.

Hon. A. C. Croom, Comptroller, Board of Internal Improvement Fund, State of Florida.

Dear Sir: Since you and Mr. Jenkins left here, I failed to give you bid on screening the doors and windows on each dredge.

We propose to furnish the screens, all hardware and other material, fit all doors and windows in first-class, workmanlike manner, for the sum of \$250.00.

List of Openings on Both Dredges:

42 windows,

16 stationary screens,

32 doors, all to be hung on substantial spring hinges

The above will screen every opening on both dredges.

Assuring first-class work and material, and hoping to receive the order, we beg to remain, very truly yours,

TAMPA FOUNDRY & MACHINE CO.

By Ernest Kreher, President.

The Secretary was directed to notify the Tampa Foundry and Machine Company that their proposition of February 11th in reference to screens for doors and windows on the two dredges is accepted, with the understanding that this sum pays for all possible expenses connected with the completion of such work, window screens and door screens, the screens to be of galvanized material.

The Secretary was directed to send Mr. John Dunn a copy of the company's proposition and the action of the Board thereon in reference to the same.

The following letter from the Tampa Foundry and Machine Company was read:

"Tampa, Fla., February 9, 1909.

"The Hon. Board of Trustees of the Internal Improvement Fund of the State of Florida.

"Gentlemen: Your letter at hand in regard to covering the four boilers of the two new dredges belonging to the State of Florida, now being built at Tampa.

"The covering of asbestos on the Caloosahatchee to cost in all \$275.00.

"The same covering for the Miami to cost \$250.00, all boilers to have two coats.

"The Caloosahatchee has been tried, and is all right. The Miami has a frame in position. The boom will be put in position to-morrow.

"There is one spud drum on both dredges that is left-handed. The Marion people will have agreed to make both drums good. I will look out for same.

"There is now some extra work to be done, and it will require the presence of the Drainage Superintendent here.

"Yours very truly,

"JOHN DUNN."

"Tampa, Fla., February 8, 1909.

"Mr. John Dunn, Inspector of Dredges of the Internal Improvement Fund, City.

"Dear Sir: Upon your request to make estimates for covering the boiler of the Caloosahatchee and Miami with asbestos, we beg to make the following quotations:

"The main boiler of the Caloosahatchee to be first covered with wire gauze, same gauze to be kept off from boiler by a network of strips of wood $\frac{1}{2}$ " thick, then the boiler to be covered with two coats of asbestos, making a total thickness of about $\frac{1}{2}$ ", first coat to be thoroughly dry before the second coat is applied; after the second coat is dry the asbestos covering to be painted, all for the sum of \$275.00. This includes the covering of the superheater, the donkey boiler is to be covered in the same manner for the sum of \$40.00.

"The large boiler of the Miami to be covered in a similar way for the sum of \$250.00, superheater also included, and the small boiler of the Miami for the sum of \$40.00.

"The price for covering steam pipes as follows:

"Main boiler to superheater;

"From main boiler to main engine;

"From main boiler to swinging engine;

"From main boiler to electric light engine;

"From main boiler to injector;

"From main boiler to feed pump;

"From donkey boiler to electric light engine;

"All these pipes to be covered in similar manner as is specified for boilers—

"Price for Caloosahatchee\$50.00

"Price for Miami 45.00

"In the event this work is awarded to us, we will guarantee a first-class job in every particular.

"Yours very truly,

"TAMPA FOUNDRY & MACHINE CO."

"By Ernest Kreher, President.

The Secretary was directed to write to the Tampa Foundry and Machine Company, stating that their proposition of February 8th, 1909, in relation to covering certain portions of the machinery of the dredges Caloosahatchee and Miami with asbestos, is accepted.

The Secretary was instructed to send Mr. John Dunn, Inspector of Machinery for Trustees, at Tampa, a copy of the letter of said Tampa Foundry and Machine Company for his guidance.

The following letter from the Capital Publishing Company was read and ordered spread upon the Minutes:

Tallahassee, Fla., February 15, 1909.

Trustees I. I. Fund, State House, City.

Gentlemen: We have completed, according to contract,

and made delivery to the Secretary of the Trustees, four hundred copies of the Minutes of the Trustees for the biennium ending December 31st, 1908. We have also completed one hundred other copies of these Minutes, which we are holding for the leather binding, as usual. The order was for five hundred copies of the Minutes, and as above set forth we have filled this order. We ask that you kindly pay the bill that we have filed with the Secretary. Yours very truly,

CAPITAL PUBLISHING COMPANY.

Per Claude L'Engle.

The remainder of said bill, amounting to \$194.08, was ordered paid, the Capital Publishing Company having already been paid \$576.00 on account.

The following resolution was adopted:

Resolved, That the Superintendent of Drainage, Mr. P. F. Jenkins, be directed to advertise for bids to furnish supplies to be used in drainage. This to include wood, material and groceries, and the Secretary is directed to send Mr. Jenkins a copy of this resolution.

Be it resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That the Superintendent of Drainage and the Secretary of the Trustees shall, with reasonable expediency, have compiled and submitted to the Trustees a full and complete statement covering all drainage operations from the inception of this undertaking down to February 1st, 1909.

The said statement shall cover:

First—The cost of the dredges used in the drainage operations.

Second—The total cost of additions and repairs to said dredges since they were put in operation.

Third—The total operating expenses of said dredges. This item shall include all expenses in connection with drainage, except those covered by Articles 1 and 2.

Fourth—The course or route of the dredges from the beginning of the work, the character of the land of each mile of the canal made, the cost of each mile, and the total number of miles of canal dug, up to February 1st, 1909. Also, the total number of cubic yards of rock and other materials excavated, making two classifications.

Be it resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That the Superintendent of Drainage shall hereafter, by the fifteenth day of each month, make a report to the Trustees, showing:

First—The course or route of the dredges during the month next preceding; the character of the land of each mile through which the dredges have operated; the cost of each mile, and the total number of miles of canal dug. Also, the number of cubic yards of rock and other material excavated. This shall be shown in two classifications.

Second—The total expense for labor on each dredge.

Third—The total expense of provisions supplies for each dredge.

Fourth—The total expense for fuel for each dredge.

Fifth—The total expense for repairs and additions to each dredge.

Sixth—A summary of the total expenses for all dredges.

The following monthly report of the Secretary was ordered spread upon the Minutes:

INTERNAL IMPROVEMENT FUND.

Balance on hand Jan. 1, 1909.	\$103,986.28
Land sales in January, 1909.	12,900.69
Interest on deposits.	526.82
Payment on Sanders & Boggs lease	25.00
	<hr/>
	\$117,438.79

Less disbursements in January, 1909, as per annexed detailed statement	45,748.26	
	<hr/>	
Balance on hand Feb. 1, 1909...		\$ 71,690.53
Reconciliation.		
Balance on hand Feb. 1, 1909...	\$ 71,690.53	
Checks deposited in banks for collection for which land en- tries have not yet been made.	2,117.85	
	<hr/>	\$ 73,808.38
Deposits in banks Feb. 1, 1909, as per detailed statement....	\$ 73,614.46	
Cash and cash items.....	193.92	
	<hr/>	\$ 73,808.38

Disbursements for the Month of January, 1909.

Date.	No. of Voucher.	Amount.
Jan. 2	1836—John T. Costa, chief clerk in Salesman's office	\$ 150.00
Jan. 2	1837—O. M. Jacobie, clerk in Sales- man's office	125.00
Jan. 2	1838—W. M. McIntosh, Jr., services as Secretary	41.66
Jan. 2	1839—Carrie C. Edwards, stenogra- pher and typewriter.....	83.33
Jan. 2	1840—J. M. Dell, services in Land Office at Gainesville.....	125.00
Jan. 2	1841—G. S. Baxter & Co., lumber for dipper handles.....	150.00
Jan. 2	1842—Lainhart & Potter, lumber for use on dredges.....	80.15
Jan. 2	1843—Stranahan & Co., supplies for dredges, November, 1908...	696.60
Jan. 2	1844—H. J. Drane, insurance on dredges	687.50

Jan. 2	1845—Braddock & Bryan, meats for use on dredges.....	27.26
Jan. 2	1846—J. A. Tindall, one wall tent..	8.00
Jan. 2	1847—P. N. Bryan & Sons, 251 cords of wood for dredges.....	1,004.00
Jan. 2	1848—Stearns & Culver Lumber Co., refund on entry of N. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, Section 29, Township 6 North, Range 25 West, as per resolution of Trustees	39.33
Jan. 2	1849—T. Murphy Iron Works, chains, bolts, etc., for dredges	115.17
Jan. 2	1850—Florida East Coast Railway Co., transportation charges on freight for Trustees.....	106.41
Jan. 2	1851—W. M. Hendry, recording deed for Trustees	1.20
Jan. 2	1852—Florida Electric Company, lamps and fuse wire for dredges	25.60
Jan. 2	1853—Reed A. Bryan, Agent, expense account for November, 1908	32.56
Jan. 2	1854—Merrill-Stevens Co., bolts, bushings, sheaves, valves, coal, etc., for dredges.....	122.44
Jan. 2	1855—The Exchange National Bank, Tampa, Fla., amounts paid for freight on eleven cars of machinery	3,143.20
Jan. 2	1856—W. S. Jennings, salary, second payment for 1908, and expenses as General Counsel	3,089.90

Jan. 2	1857—Moore Bros., photographic work for Trustees, of drained lands	43.44
Jan. 2	1858—I. N. Withers, salary and expenses as Selecting Agent of Swamp Lands	98.09
Jan. 4	1859—The Tampa Foundry and Machine Co., second payment on Caloosahatchee and third payment on Miami.....	10,000.00
Jan. 4	1860—A. C. Croom, expenses of trip to Fort Lauderdale and to Miami in re drainage.....	109.35
Jan. 4	1861—N. B. Broward, expenses of trip to Fort Lauderdale and Miami to inspect drainage..	56.40
Jan. 16	1862—First National Bank, St. Augustine, Fla., for Reed A. Bryan, Agent, pay rolls in re drainage	3,463.27
Jan. 23	1863—W. V. Knott, State Treasurer, for State School Fund.....	22,123.40
		\$ 45,748.26

Statement showing banks in which funds of Trustees are deposited and the bank balances February 1, 1909:

Barnett National Bank, Jacksonville, Fla....	\$ 16,430.01
First National Bank, Marianna, Fla.	371.62
State Bank of Florida.....	4,164.10
Citizens' Bank and Trust Company.....	2,496.43
First National Bank, Madison.....	99.60
People's Bank and Trust Company.....	220.70
The Bank of Ybor City.....	238.34
State Bank of Kissimmee.....	207.79
Exchange National Bank of Tampa.....	2,500.00
First National Bank of Tallahassee.....	19,276.92

Capital City Bank of Tallahassee.....	17,737.11
Florida National Bank of Jacksonville.....	6,517.62
Quincy State Bank.....	2,473.87
American National Bank of Pensacola.....	56.85
Dade County State Bank.....	455.33
Atlantic National Bank, Jacksonville.....	368.17

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., February 16, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 Park M. Trammell, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

It was resolved by the Trustees that the Governor be requested to recommend to the Legislature that they memorialize Congress to make an appropriation sufficient to straighten the Caloosahatchee River below Fort De Naud in the interest of navigation, the Trustees of the Internal Improvement Fund being engaged in the work of straightening, opening and deepening the channel from Fort De Naud to the Okeechobee.

Hon. A. C. Croom, Comptroller, presented his expense account for trip to Fort Lauderdale and the Everglades to install the Superintendent of Drainage, amounting to \$138.55, was approved and ordered paid. Balance of funds provided under said resolution were returned to the Fund by Hon. A. C. Croom.

Also, the following accounts were approved and ordered paid:

The Western Union Telegraph Company, telegram sent by Attorney General on business for Trustees	\$ 1.99
Park M. Trammell, Attorney General, expenses of trip to Jacksonville to see Hon. W. S. Jennings and get in touch with the litigation and legal matters of the Trustees	11.85
Walker, Evans & Cogswell, 1,000 letterheads for Trustees	9.00

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., February 19, 1909.

The Trustees met in Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park M. Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Trustees reconsidered their resolution of February 15, 1909, which reads as follows: "Resolved, That the Superintendent of Drainage, Mr. P. F. Jenkins, be directed to advertise for bids to furnish supplies to be used in drainage. This to include wood, material and groceries, and the Secretary is directed to send Mr. Jenkins a copy of this resolution," by inserting after the words "be directed to advertise for bids" the words "whenever in his discretion he thinks it advisable."

The following letter was read and ordered spread upon the Minutes:

"Tampa, Fla., February 15, 1909.

"Mr. W. M. McIntosh, Jr., Secretary, Board of Trustees of the Internal Improvement Fund, Tallahassee, Fla.

"Dear Sir: We have received your wire of the 6th instant, which reads as follows: 'Have dredges equipped with necessary bunks at reasonable prices.' We will proceed at once and install the bunks on both dredges, two bunks in each room, also two shelves and twelve clothes hooks. We made Mr. Croom prices while he was here of \$6.00 each room, as specified herein. This price is very reasonable and was satisfactory to Mr. Croom, but he failed to give us his order before leaving. Hence our wire.

"Thanking you for your attention, we beg to remain,
Very truly yours,

"TAMPA FOUNDRY & MACHINE CO."

"By Ernest Kreher, President."

The following letter was received by Hon. A. C. Croom, Comptroller, from Mr. J. W. Watson, and same was ordered referred to the Superintendent of Drainage:

"Miami, Fla., February 14, 1909.

"Hon. A. C. Croom, Tallahassee.

"My Dear Sir: You will remember requesting me to 'look around for dredge crew and have them write you.' I met Captain Ed King, who has had charge of dredge boats F. E. C. R. R. for eight or ten years and is thoroughly qualified to take charge of this dredge as captain. He is a No. 1 machinist, can overhaul all machinery, make and fit all pipe connections, and, in my opinion, is the man for the place. He is also familiar with the 'lay of the land' in this section, and am sure that he would get good results from the dredge, as he would do his utmost to cut more than the Lauderdale dredges. He is a brother

of Hon. Graham King, twice member of the House from this county. I told him to write you in regard to the place. He could get up balance of crew about here.

"About wood: If you want any, I can put it on bank of river for \$3.75 per cord. This wood down here, I am reliably told, has easily one-third more steam in it than that up the road. It is all heart and solid. This is a rough country to haul it over on account of rocks, and roads will have to be made, all of which I can do for \$3.75. Could get you 500 or 1,000 cords. If you give me the contract for the wood, I would let the people, all who wished or would, get it out and haul it in, in order to get them interested. We are doing our best with the right-of-way, etc.

Yours,

"J. W. WATSON."

The following preamble and resolutions were adopted:

Whereas, By the recent sales of land to R. J. Bolles and others, and the acquirement of sufficient moneys to the Internal Improvement Fund of the State of Florida for the present needs for the prosecution of the reclamation and drainage of the swamp and overflowed lands of the Fund; and

Whereas, The Trustees reserved alternate sections of said lands in such sales with the view and intention of securing to the Fund the benefits of enhanced values of said lands as the drainage progresses; be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That it is the policy of said Trustees to discontinue the sale of lands in large tracts in the drainage district for the present and that no sales be made for the present except to bona fide settlers; and be it further

Resolved, That should this policy be changed, due notice will be given the public through the press of the State to that effect.

The Secretary was directed to furnish the Commissioner of Agriculture with a copy of this resolution.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., February 20, 1909.

The Trustees met in Executive Office.

Present:

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

The report of Messrs. McCall & Small, State Trespass Agents, was ordered spread upon the Minutes, as follows:

Lake City, Fla., February 6, 1909.

Hon. Trustees I. I. Fund, Tallahassee, Fla.

Gentlemen: We have to report no collections during January, 1909, on account of trespass matters. Our representative has been working in Marion County during the past month and has located quite extensive trespasses upon State land in that county, and we are now negotiating with various persons who appear to have committed the trespasses. We have not yet brought any of the negotiations to a conclusion.

Respectfully,

McCALL & SMALL.

Mr. D. W. Arden having advised the Commissioner of Agriculture that he is willing to act as Trespass Agent for the Trustees, as per proposition made him under resolution of January 23, 1909, the Commissioner of

Agriculture was directed to furnish Mr. Arden with such authority as will enable him to proceed with his duties as such Trespass Agent.

The following telegram was ordered spread upon the Minutes:

“Jacksonville, Fla., February 19, 1909.

“Trustees Internal Improvement Fund, Tallahassee, Fla.

“Have drawn draft on you favor J. C. Cooper six thousand seven hundred twenty dollars purchase claim under Certificate Sixty-Seven Thousand Two Hundred acres. Am writing.

“W. S. JENNINGS.”

And the Secretary is directed, when said draft is received, to pay the same.

The following accounts, aggregating \$3,427.44, were approved and ordered paid:

Reed A. Bryan, expense accounts for months of December, 1908, and January, 1909.....	\$ 108.40
Keuffel & Esser Company, one level.....	100.00
E. F. Niblack, 22 cords wood at \$4.00—\$88.00, less freight, \$14.00	74.00
P. N. Bryan & Sons, 406.12 cords of wood.....	1,624.48
J. S. Andrus, Jr., chickens, etc.	4.50
Featherstone Foundry and Machine Company, brushes for dynamo, generator, carpenter's labor, machinist's labor, maple for friction block, etc.	30.28
C. H. Lyon Foundry and Machine Company, iron work, fixtures, etc., for dredges	506.10
The Miami Printing Company, 500 envelopes and 500 letterheads	5.00
Stranahan & Co., supplies for dredge Everglades, 240.55; dredge Okeechobee, \$415.55; dredge yard, \$99.40; aggregating	755.50

Merrill-Stevens Co., work on coal chutes, drills,
tongs, rivets, oil, bits, etc., for dredges..... 219.18

The American Multigraph Sales Company, of Atlanta, Ga., having been communicated with by the Commissioner of Agriculture in relation to printing maps for the Trustees, their proposition to print certain maps was read, as follows:

"We find that the printing on a good grade of glazed paper will cost \$5.00 for 500, \$7.50 for 1,000, \$14.00 for 2,000."

The Commissioner of Agriculture was directed to advise said company as follows:

"I notice that you quote 500 copies for \$5.00, 1,000 at \$7.50, thus making the price on the second 500 \$2.50. I will be glad for you to print me on this basis a total of 2,000, the price on the first 500 to be \$5.00 and the remaining 1,500 \$2.50 for each subsequent 500 over the first 500. If this is not acceptable to you, send me 1,000 at \$7.50, according to your letter."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., February 23, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Messrs. Peter T. Knight and Alfred Atchison having

applied to the Trustees to purchase the buttonwood timber upon all of the land owned by the Trustees in Monroe County, the Trustees deem it best to advertise in a newspaper in Key West before accepting any offer to purchase said timber.

It was thereupon resolved by the Trustees that an advertisement shall be published in both of the newspapers in Key West, asking prospective purchasers to submit propositions for the purchase of the buttonwood on all of the lands held by the Trustees in Monroe County, said propositions to contain a bid for all of the buttonwood in a lump sum, also upon a basis per cord, the said buttonwood to be removed within five years. If sold by the cord, payment to be made monthly; if sold in a lump, payments to be made one-fifth cash and the balance in four equal annual installments. Said bids to be filed with the Secretary of the Trustees on or before April 1st, 1909. The Trustees reserve the right to reject any or all bids. The said advertisement shall be published once a week for four consecutive weeks prior to the said April 1st, 1909; a certified check of \$200.00 shall accompany the bid as a guarantee of good faith, and if bid is accepted and contract not entered into same shall be forfeited to the Internal Improvement Fund. If bid is rejected, said sum shall be returned to bidder.

Attorney General Trammell stated that upon receiving a message from Hon. W. S. Jennings on Friday, the 19th instant, that the Peters case against the Trustees in the United States Circuit Court of Appeals at New Orleans had been reinstated, he, on Saturday, made a personal visit to see Hon. W. S. Jennings relative to said case and the reinstatement thereof; that Governor Jennings stated that while on account of his relation with Mr. Bolles he was not in a position to assume any fiduciary relations with the Trustees of a general nature, that he could and was willing, if the Trustees so desired, to be employed in this special case at a reasonable fee to be agreed upon by

the Trustees and himself. The Attorney General further stated that in accordance with the resolutions heretofore adopted, placing the litigation of the Trustees in his hands, he was willing to undertake to represent the Trustees' interests in this matter and to assume the responsibility of handling said litigation. However, he would like for the Trustees to exercise their judgment in the matter in view of the fact that this litigation is now on appeal and has not been handled by him in the lower courts.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., February 24, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 Park Trammell, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following preamble and resolution were adopted:

Whereas, The Peters case referred to in the report of the Attorney General to the Trustees is a suit of great importance; and

Whereas, The Attorney General, on account of said suit having been dismissed from the Court of Appeals and not pending since its dismissal until its reinstatement, has not had an opportunity to get in touch with said litigation; and

Whereas, Said litigation was conducted by Hon. W. S. Jennings in the lower court from its inception and also

conducted by him until its dismissal in the latter part of 1908 from the Circuit Court of Appeals; and

Whereas, He is thoroughly familiar with said suit; and

Whereas, The said case was reinstated on February 19, 1909, and set down for hearing on March 23, 1909, thereby allowing only a very limited time in which to prepare briefs and make preparations for the hearing; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund, That the Attorney General is hereby requested to communicate with Hon. W. S. Jennings as to what his fee will be to co-operate with the Attorney General in the conduct of this case.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., February 25, 1909.

The Trustees met in Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

After consideration of the application of T. J. Law to purchase the S. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$, Section 33, Township 2 North, Range 14 East, containing 39.93 acres, and the affidavits and statements of disinterested parties setting forth the character of said land, which statements show that there are but eight acres out of the swamp and that only about five acres of it is fit for cultivation; that all of the available timber on the land has been turpented; that the land is most valuable for grazing purposes, and

that taxes have been paid on the land for the past forty years, the Trustees decided to accept the offer of \$1.25 per acre made by Mr. Law, and the Commissioner of Agriculture was directed to issue deed embracing said land as soon as the purchase money was remitted.

The account of Mr. Z. T. Merritt for recording deed for Trustees for \$5.25 was approved and ordered paid.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., February 27, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following letter from Hon. W. S. Jennings was read and ordered spread upon the Minutes:

“Jacksonville, Fla., February 25, 1909.

“Hon. Park M. Trammell, Attorney General, Tallahassee, Fla.

“*R. G. Peters vs. Trustees, U. S. C. C. A.*

“Dear Sir: In reply to your letter of the 24th instant, informing me that the Trustees of the Internal Improvement Fund had instructed you to ascertain from me what would be my most reasonable fee for continuing in the Peters case up to and including the hearing before the

United States Circuit Court of Appeals. This case has been set for hearing on March 23rd, 1909, and I beg to advise that in view of the status of this case, having been included in my former duties as Counsel for the Trustees, having prepared the pleadings in the case, briefed the case and argued the same in the court below, and procured its dismissal in the United States Circuit Court of Appeals, the case having been reinstated so recently and set for March 23rd, making such a short time to have the record printed, prepare the briefs and have them printed, under the rules, and my continuing interest and hope for your success in the few litigated cases now pending, causes me to consider the matter of fee of secondary importance and, therefore, in answer to your inquiry, I am pleased to advise that I will undertake the same, as suggested in your letter, for \$250.00 and expenses, which is considered merely nominal. This, of course, is with the understanding that you are to take an active interest in the case, share in the responsibility thereof, and aid in the argument in the Circuit Court of Appeals.

Yours very truly,

“W. S. JENNINGS.”

And it was resolved by the Trustees of the Internal Improvement Fund that the Attorney General be authorized to advise Hon. W. S. Jennings that the above proposition is accepted.

The following resolution was adopted:

Be it resolved, That the Secretary is hereby directed to report to the Trustees, at their next meeting, a statement showing the bonded indebtedness of the respective counties and cities mentioned in Chapter 3474, Acts of 1883, at the date of said Act; also the total amount of the proceeds of sales of lands referred to in said Act made by the Trustees of the Internal Improvement Fund from the date of the Act to February 5, 1908, and the amount of sales

of land on this account since February 5, 1908, to this date; also, the amount paid to each of the said counties and cities in accordance with the provisions of said Chapter 3474, Acts of 1883.

Upon letter being read from Tampa Foundry and Machine Company, calling attention to the fact that third payment was due on "Miami" and fourth payment on "Caloosahatchee," the Secretary was directed to draw checks aggregating \$10,000.00, the amount of said two payments.

The account of Hon. Park Trammell, Attorney General, expenses of trip to Jacksonville and return in re suit of Peters vs. Trustees, for \$13.35, was approved and ordered paid.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., March 3, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following correspondence with Merrill-Stevens Company, of Jacksonville, Fla., was ordered spread upon the Minutes:

February 28, 1909.

Merrill-Stevens Company, Jacksonville, Fla.

Gentlemen: I am directed to ask you to furnish bid for

the construction of tender or tenders for fuel and supplies for the dredges now owned by the Trustees of the Internal Improvement Fund of the State of Florida, in connection with the drainage of the Everglades, said tender or tenders, as the case may be, to be approximately as follows:

Steel hull, stern wheel, 12'x36' over all, displacement 10 tons.

Draft 8 to 10 inches, light.

Loaded, not over 20 inches.

Speed, not less than 4 miles per hour.

Motive power, gasoline engine, with gasoline tank, capacity not less than 100 gallons.

State price for one, two and three of such tenders, separately, and length of time required to build, prompt construction necessary, and have ready for delivery at your docks. Also state separately cost of delivery of tender at Miami and Lauderdale.

Give additional cost if speed is increased to not less than six miles per hour.

Durability and economy to be considered instead of appearance.

The plan to be left to your judgment with the view of obtaining the most economical and satisfactory boat for the purpose indicated.

If plans and prices are satisfactory to the Trustees, two or more tenders may be ordered.

A prompt reply is requested.

Yours very truly,

W. M. McINTOSH, Jr., Secretary.

(Telegram.)

Jacksonville, Fla., February 24, 1909.

W. M. McIntosh, Jr., Secretary, Trustees of the Internal Improvement Fund, Tallahassee, Fla.

All steel tunnel screw, with fifteen-horse engine, two thousand for one, thirty-six hundred for two, five thou-

sand for three. Deliver at Lauderdale one hundred each. Blueprint by mail.

MERRILL- STEVENS COMPANY.

Jacksonville, Florida, Feb. 25, 1909.

Mr. W. M. McIntosh, Sec'y Trustees of the Internal Improvement Fund, Tallahassee, Fla.

Dear Sir:—We wired you last night as per confirmation enclosed, and beg now to confirm same and enclose blue print, showing the style and construction of tender. This contemplates a skiff model, steel hull 12 feet, molded beam by 36 feet long, 42 inches deep forward, 30 inches deep amidships and 36 inches aft, with 24 inch tunnel for propeller. Hull to be constructed of 7 pound steel plate with 2x3x3-16 steel angle frames spaced 24 inches, centers with 3x3 T. keelson on reverse clips between forward bulkhead and tunnel. To have bulkhead as shown forward and aft, forming with steel deck bouyancy tanks of sufficient capacity to float the boat. Forward and after decks to be of No. 10 plate, decking around sides of cockpit to be of No. 8 with 2x3 angle iron coaming supported by gusset plate to frames below, and extended out over 2x3 guard angle as shown. Lower knuckles to be formed by 2x2 angles, to have wooden fender strake as shown. Superstructure to consist of wooden canopy top as shown, supported on stanchions and made of 5-8 inch ceiling covered with canvas, and painted. Rudder to be balanced type as shown with steering gear on deck connected with wheel forward as shown. Floor of cockpit to be covered with wooden flooring made up in sections and laid on top of floor angles so that it can be removed for cleaning and painting hull, to have manhole openings into bouyancy tanks at each end for the purpose of access for cleaning. To have gasoline tank of 100 gallons capacity—to be in after compartment with proper openings for ventilation and discharge. Driving machinery to consist of 15 H. P. double cylinder three port gasoline motor with reverse

gear, installed complete with piping ignition, etc. Boats to be furnished with two coats of paint inside and three outside, last coat any color desired. The power in these boats will give a speed in light trim of about 7 miles and about 5 miles loaded. Less power would give the speed required by your specifications, but would not, in our opinion, be sufficient to properly handle the boat. The cost of delivering these boats from Jacksonville to Lauderdale would be about \$100 each, or probably a little less, if the three were delivered at the same time.

Our blue print is necessarily only an outline sketch, and the arrangement is such as we judged you wished, from your letter. Of course, this could be modified to suit any particular purpose, but we do not think you could add much and have the steel construction strong enough to stand service without getting the weight too much to keep within your minimum draft requirements.

We could probably deliver one or all of these boats inside of seventy-five to ninety days after receipt of order. We would be pleased if there are changes you wish in the construction, to consider them and give you immediate answer, if you would indicate what they were.

As we are not very busy just now, if we could get an order for these boats at once, we could put them through very quickly.

Yours truly,

MERRILL-STEVENS COMPANY,

By A. D. Stevens.

February 27, 1909.

Merrill-Stevens Company, Jacksonville, Fla.

Gentlemen: Referring to your blue prints and specifications for tenders for dredges, will you kindly give me the following information:

What will be the additional cost of installing 20 H. P. engine, instead of a 15 H. P. engine, as the boat will be used for towage purposes at times? Will boat equipped

with such power be satisfactory for that purpose? Will it do satisfactory work and how much extra draft, if any, will be given in using a 20 instead of a 15 H. P. engine? What is thickness of the 7 pound steel for sides and what additional cost and curtailment of room to put small room with two berths for engineer and fireman?

Your prompt reply will oblige,

Yours very truly,

W. M. McINTOSH, Jr.,

Secretary.

Jacksonville, Fla., March 1, 1909.

Mr. W. M. McIntosh, Jr., Secretary, Trustees of the Internal Improvement Fund, Tallahassee, Fla.

Dear Sir: Replying to your favor of the 27th, we would say that to equip the tenders quoted, with three cylinder 22 to 25 horsepower engine, instead of two cylinder, 15 to 18, that we quoted on, would make no material difference in the draft of the boat, as the difference in weight of the two motors would be too little to influence a boat of this size materially. The extra power should give very good results for towing, although it would probably not materially increase the speed of the boat alone, as hulls of this character drive up to a certain speed with comparatively little power, but can be driven beyond this limit only by a very great increase of power. The increase of power you speak of will be, however, all available for towing purposes and should give you a craft that would be very good in your canal for towing small barges, etc.

The 7-lb. steel is about 3-16 of an inch in thickness, 3-16 material weighing $7\frac{1}{2}$ lbs. This is the same thickness that we have used in building light-draft steamers 180 ft. long by 31 ft. beam, with 500 to 700 H. P. A lighter material would be sufficient for your work, but we have figured on a little extra thickness to allow for durability.

In regard to putting on the room with berths for engineer and fireman, we would suggest that such room be

formed by cutting off with a partition directly in front of the engine, enclosing the sides and rear end. This would give a good space for a berth on each side and leave the engine room enclosed in the center. This would only take out the storage room on the cockpit, on either side of the engine, and unless she was loaded with very bulky material would not really reduce her carrying capacity, as there is ample space left to carry all the weight of ordinary freight that the 21 inch displacement would allow.

The extra cost of the increased size engine and the enclosure for the room would be about \$200 for each boat.

Trusting that we may be favored with your order for these boats at an early date, we are,

Yours truly,

MERRILL-STEVENS COMPANY,

By A. D. Stevens.

(Telegram.)

Tallahassee, Florida, March 3, 1909.

Merrill-Stevens Company, Jacksonville, Florida.

Your proposition for three tenders, as amended, has been accepted.

W. M. McINTOSH, JR., Secretary.

March 3, 1909.

Merrill-Stevens Company, Jacksonville, Florida.

Gentlemen: I beg to confirm my telegram to you as follows: "Your proposition for three tenders, as amended, has been accepted."

The Trustees have awarded the contract for the three tenders based on your proposition of February 25, 1909, with amendment dated March 1, 1909, increasing size of engine and providing for the two berths as indicated.

The price for the three tenders completed, as per your telegram of February 24th with the additions, stated in

your letter of March 1st, 1909, to be Five Thousand Six Hundred (\$5,600) Dollars.

The telegrams, letters and blue print furnished by you will constitute the basis of the agreement between you and the Trustees, and they have every confidence that you will perform your part satisfactorily, hence a simple acknowledgment and acceptance of this letter will be all that is required from you in the way of an agreement.

I trust that you may find it convenient to finish these tenders in as reasonable time as may be consistent with your usual excellent work.

Yours very truly,

W. M. McINTOSH, JR., Secretary.

The application of Mr. A. R. Curl to purchase $N\frac{1}{2}$ of the $NE\frac{1}{4}$ and the $SE\frac{1}{4}$ of $NE\frac{1}{4}$, Sec. 22, T. 5 S. R. 13 E., for \$1.25 per acre, together with statements from three parties, showing the character of the land, was presented to the Trustees by the Commissioner of Agriculture, and upon consideration thereof, and it being ascertained that Mr. I. N. Withers, State Selecting Agent of Swamp Lands, was in the city, he was directed to inspect said land and make report thereon to the Trustees, and action on the application of Mr. Curl was postponed until said report is received.

The account of P. F. Jenkins, Superintendent of Drainage, for traveling expenses, \$148.77, less items deducted on account of expenses of trip to Sylvania, \$18.77, leaving a balance of \$130.00, also one month's salary as such engineer, \$200.00, making a total of \$330.00, was approved and ordered paid.

The monthly financial statement of the Fund was rendered by the Secretary and ordered spread upon the minutes, as follows:

INTERNAL IMPROVEMENT FUND.

Balance on hand Feb. 1, 1909..	\$ 71,690.53
Land Sales in February, 1909...	25,821.01
Interest on Deposits.....	88.79
Interest on deferred payments..	66.60
	<hr/>
	\$ 97,666.93
Less Disbursements in February, 1909, as per annexed detailed statement.....	31,344.01
	<hr/>

Balance on hand March 1, 1909. \$ 66,322.92

Reconcilement.

Balance on hand March 1, 1909..	\$ 66,322.92
Checks deposited in bank for collection for which land en- tries have not yet been made.	627.23
	<hr/>
	\$ 66,950.15
Deposits in banks March 1, 1909, as per detailed statement attached	\$ 66,756.23
Cash and cash items.....	193.92
	<hr/>
	\$ 66,950.15

Disbursements for the Month of February, 1909.

Date.	No. of Voucher.	Amount.
Feb. 1.	1864—John T. Costa, Chief Clerk in Salesman's office	\$ 150.00
Feb. 1.	1865—J. M. Dell, services in Land Office at Gainesville.....	125.00
Feb. 1.	1866—O. M. Jacobie, Clerk in Sales- man's office	125.00
Feb. 1.	1867—Caroline C. Edwards, services as stenographer	83.33

Feb. 1.	1868—W. M. McIntosh, Jr., services as Secretary	41.66
Feb. 1.	1869—P. Ullendorff, meat for use on dredges	25.50
Feb. 1.	1870—E. A. Robinson, el ats, sockets,, etc., for dredges.....	31.38
Feb. 1.	1871—Stranahan & Co., supplies for dredges, Dec. 1908.....	681.98
Feb. 1.	1872—Merrill-Stevens Co., iron work and fixtures for dredg s	358.12
Feb. 1.	1873—The H. & W. B. Drew Co., blue print Everglades, Minute Book for Trustees.....	20.48
Feb. 1.	1874—Tampa Foundry & Machine Co., 2 reels, plough steel rope	230.40
Feb. 1.	1875—Featherstone Foundry & Machine Company, labor and fixtures for dredges... ..	72.72
Feb. 1.	1876—Fla. East Coast Ry. Co., transportation charges on freight moved for Trustees in Dec. 1908	49.21
Feb. 1.	1877—C. M. Knott, recording deed for Trustees	1.35
Feb. 1.	1878—C. D. Leffler, groceries for dredges... ..	15.10
Feb. 1.	1879—Lainhart & Potter, lumber for dredges	20.00
Feb. 1.	1880—John C. Calhoun, recording deed for Trustees	1.25
Feb. 8.	1881—The Capital Publishing Co., payment on printing minutes	576.00
Feb. 8.	1882—W. V. Knott, State Treasurer, for State School Fund, 25 % sale of public lands during month of January, 1909.	3,225.17

Feb. 8.	1883—B. W. Partridge, return of deposit made in re contract to buy Lake Miccosukee	200.00
Feb. 8.	1884—I. N. Withers, salary and expenses as State Selecting Agent for January, 1909. . . .	82.75
Feb. 10.	1885—First National Bank St. Augustine for Reed A. Bryan, Agent, pay-rolls in re drainage for month of January, 1909	3,874.65
Feb. 15.	1886—Capital Publishing Co., balance on printing minutes for Trustees.	194.00
Feb. 17.	1887—Western Union Telegraph Company, telegrams for Trustees	1.99
Feb. 17.	1888—A. C. Croom, expenses of trip to Everglades to install Superintendent of Drainage, as per resolution of Trustees . .	138.55
Feb. 17.	1889—John Dunne, salary for 1 month as inspector of machinery for Trustees.	100.00
Feb. 17.	1890—Walker, Evans & Cogswell, stationery for Trustees.	9.00
Feb. 17.	1891—Park M. Trammell, Attorney-General, expenses of trip to Jacksonville in re legal matters for Trustees	11.85
Feb. 23.	1892—First National Bank, Tallahassee, for John C. Cooper, Attorney, purchase of claim under Certificate for 67,200 acres.	6 720.00
Feb. 24.	1893—P. N. Bryan & Sons, wood for dredges	1,624.48

Feb. 24.	1894—Stranahan & Co., supplies for dredges Okeechobee, Everglades and dredge-yard, for January, 1909.....	755.50
Feb. 24.	1895—Reed A. Bryan, Agent, miscellaneous expenses, for January, 1909 in re drainage...	108.40
Feb. 24.	1896—Featherstone Foundry & Machine Co., bushes, for dynamos, machinists and carpenters' labor, etc.....	29.88
Feb. 24.	1897—Merrill-Stevens Co., coal oil, sockets, wrenches, tongs, tools, etc., for dredges.....	219.18
Feb. 24.	1898—Miami Printing Co., envelopes and letterheads.....	5.00
Feb. 24.	1899—C. H. Lyne Foundry & Machine Co., iron work and fixtures for dredges.....	506.10
Feb. 24.	1900—J. S. Andress, Jr., chickens for use on dredges.....	4.50
Feb. 24.	1901—E. T. Niblack, wood for use on dredges	74.00
Feb. 24.	1902—Keuffel-Esser Co., one level for use on Everglades.....	100.00
Feb. 24.	1903—East Coast Railway Co., transportation charges on freight for month of January	57.78
Feb. 24.	1904—H. J. Drane, insurance on dredges.....	687.50
Feb. 24.	1905—Z. T. Merritt, recording deed for Trustees.....	5.25

Feb. 27. 1906—Exchange National Bank of
Tampa for Tampa Foundry
& Machine Company, 3rd
payment on dredge Miami
4th payment on dredge Ca-
loosahatchee 10,000.00

\$ 31,344.01

Bank Balances March 1, 1909.

Barnett National Bank	\$ 8,169.91
Exchange National Bank	12,500.00
Citizens Bank & Trust Company	4,996.43
First National Bank, Tallahassee	19,162.14
Florida National Bank	1,531.32
Quincy State Bank	395.04
Capital City Bank	15,837.29
State Bank of Florida	4,164.10

\$ 66,756.23

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Florida, March 5, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor,
A. C. Croom, Comptroller,
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.

The following report was ordered spread upon the minutes:

Lady Lake, Florida, March 5, 1909.

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

Gentlemen: I herewith hand you a brief synopsis of the work in which I have been engaged, since my appointment to the position of State Agent to select the residue of swamp and overflowed government lands in Florida, granted to the State by Act of Congress of September 28th, 1850.

My appointment was made by the Trustees of the Internal Improvement Fund on September 14th, 1905. services to be paid for only when engaged for the State at the rate of \$100.00 per month and expenses. Since being appointed I have secured affidavits for selections swamp and overflowed lands in the following counties, to-wit: Alachua, Bradford, Citrus, Columbia, Dade, DeSoto, Duval, Hamilton, Hernando, Hillsboro, Lafayette, Lake, Lee, Levy, Manatee, Marion, Monroe, Nassau, Osceola, Pasco, Polk, Putnam, St. Johns and examined lands in the following counties, to-wit: Baker, Clay, Orange and Sumter, but failed in finding any swamp and over-flowed lands in said counties. The said affidavits covering approximately 50,000 acres of land, some of which has been inspected by agents of the General Land Office at Washington, and a majority of selections inspected were approved and have been patented to the State. The balance of selections made to date are awaiting action of the Commissioner of the General Land Office. From January to June, inclusive, 1906, I was with a Special Agent of the General Land Office inspecting selections made by myself and other agents who had preceded me, some of them dating as far back as 1888, and from January to May, inclusive, 1908, I was similarly engaged with the same agent. On one occasion we made a trip of nine days by boat, examining selections among the Keys of Monroe County, and on another occasion made a trip of eight days

through Polk and DeSoto Counties examining selections made prior to my appointment.

During the months of September, October, November and December, 1907, I was engaged in the counties of Dade and Monroe, adjusting the claims of settlers who had taken up selections of State lands, and while working with the Special Agent of the Land Office in January, 1908, we stopped off at Flamingo, Monroe County, and showed a party of land buyers from Ohio 10,000 acres of State land, which they have since purchased, and propose establishing a sugar farm. In November, 1908, I was sent back to Flamingo to adjust claims of negro squatters, who were occupying a portion of the lands purchased by the Ohio party, and before leaving the Flamingo settlement, made a trip through White Water Bay, to examine some squatters' claims on what is known in that vicinity as Coot Bay—said Bay is not shown on the State map. A report of said trip made in a previous report to the Board.

As far as I have been able to learn all counties east of the Apalachicola River have been worked, to-wit: St. Lucie, Brevard, Suwannee and Taylor and possibly Madison. All west of said river were worked by my predecessor, Mr. S. W. Teague, except Escambia, Santa Rosa and Holmes, and possibly a portion of Jackson, and I don't think there is much government land in either Escambia or Holmes.

When this work is finally concluded there will still be swamp and over-flowed Government lands in the State, owing to the fact that homestead entries often include swamp lands and in many instances the entries are abandoned and the claim reverts to the Government.

The State has lost many thousands of acres of swamp land by its being taken up under what is known as the Timber and Stone Act during the past few years. There are a great many unsurveyed Keys along the Coast extending from Tampa Bay to New Smyrna, that should be

patented to the State. These Keys do not show on any maps or plats that I have seen, but do show on the chart of the Coast Survey.

Respectfully submitted,

I. N. WITHERS.

The following letter was ordered spread on the Minutes:

March 5, 1909.

Mr. P. F. Jenkins, Superintendent of Drainage, Tampa, Fla.

Dear Sir: At a meeting of the Trustees, held to-day, I was directed to write you as follows:

In relation to insurance on the dredge Miami, the Trustees wish her insured for as much insurance as the company will take, not exceeding, of course, her full value, in the name of the Trustees. The Trustees would really prefer that the Miami be not sent to Miami immediately. On account of some arrangement with a committee of the City of Miami in reference to securement of rights of way and releases. The Trustees are of opinion that if the departure of the dredge Miami is delayed this might be instrumental in the securement of said rights of way and releases. On the other hand, the Trustees have certain arrangements with the Tampa Foundry and Machine Company, by which the said Tampa Foundry and Machine Company are under contract to deliver the dredge Miami at Miami at their own expense for towage. The Trustees have agreed to pay one-half of the insurance, the other half to be paid by the Foundry and Machine Company. Now, if the foundry people object to the delay, why, insure her and let her go. If, however, they consent to the delay of the departure, without prejudice to their obligation to deliver, then let her lay for further orders. Owing to a knowledge of the fact of the windy weather in March, the Trustees are of the opinion that it might be to the interest of the Tampa Foundry and Machine Company for the dredge to remain a longer time at Tampa.

Have the Caloosahatchee insured to as full amount as the insurance company will insure, not exceeding her full value, which you can learn from Mr. Kreher; and in case the Miami is delayed, let the Caloosahatchee go forward at your discretion. You can make the necessary arrangements for the manning of the Caloosahatchee, and for her going to work upon her arrival at that part of the river at which work is to commence. The Caloosahatchee is to be delivered in the Hillsborough River; it, therefore will appear to you that the Trustees will be required to pay for her towage from Tampa. You will make whatever arrangements you see proper for her towage, in case she goes by herself. In case it is decided that the Miami is to be sent off now, you may make suitable arrangements for the Trustees' pro rata of the total, for the Caloosahatchee. However, this matter is left in your discretion, and the Trustees expect you to use your discretion and best judgment in their interest. You understand that it is the intention of the Trustees to let the Caloosahatchee go forward without delay, provided, in your opinion, weather conditions permit.

Yours very truly,

W. M. McINTOSH, JR., Secretary.

The application of Hugh W. Wear, through his attorney, Mr. H. K. Olliphant, for a quit-claim deed to the S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, Section 22, Township 30 South, Range 25 East, was considered. The records in the Department of Agriculture showing that all of the purchase money for this land had been paid by John Brandon, October 22, 1859, said records showing that no deeds had ever issued, and that an abstract showing title vested in Hugh W. Wear was also filed in said Department, the Commissioner of Agriculture was directed to prepare quit-claim deed to Hugh W. Wear embracing said S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, Section 22, Township 30 South, Range 25 East.

The following report of the Secretary, under resolution

of the Trustees of February 27, 1909, was read and ordered spread upon the Minutes:

"In compliance with resolution adopted by the Trustees of the Internal Improvement Fund on February 27, 1909, I submit herewith the information in response thereto, obtained from the records:

"On February 25, 1884, at a meeting of the Trustees held in the Executive Office, at which were present W. D. Bloxham, Governor; Henry A. L'Engle, Treasurer; George P. Raney, Attorney General; P. W. White, Commissioner of Lands and Immigration, it appears that

"The following was presented and passed, the Attorney General voting in the negative:

"Whereas, As far as the Trustees of the Internal Improvement Fund have been able to ascertain the same, the following are the amounts of the bonded indebtedness of the city and counties mentioned in an Act entitled "An Act for the relief of Jacksonville and the Counties of Baker, Bradford, Columbia, Suwannee, Madison, Duval and Leon, approved February 16th, 1883, to-wit:

"Leon County (Seventy Thousand Dollars)	.\$ 70,000.00
Jefferson County (Eighty Thousand Dollars)	80,000.00
Madison County (inclusive of Baker, Bradford and Suwannee) (Ninety Thousand Dollars)	90,000.00
City of Jacksonville (Ten Thousand Dollars)	10,000.00
	<hr/>
	\$225,000.00

"It is ordered that the Treasurer be and he is authorized to receive in payment for the lands appropriated by said Act, the bonds of said city and counties in the proportion of the indebtedness ascertained as aforesaid, and to invest any surplus funds he may receive for said lands in the bonds of said city and counties, in the same proportion, at their lowest cash value.'

"From investigation made from time to time in the past it appears that the information upon which the Trustees acted in the adoption of the foregoing resolution was obtained from various sources, as the record of issue and payment of bonds was not kept in many instances; in fact, a number of inquiries have been made, from time to time, from the different counties, by individuals, with a view of ascertaining from this office the amount of bonds actually outstanding. In one instance the State Auditor attempted to make an examination of the record of bonds issued and paid, but he was unable to arrive at any satisfactory conclusion for the reason that the record was not kept, and cancelled and uncanceled bonds were found in various pigeonholes in the office of the Clerk of the Circuit Court. I mention this, so that you may understand that the figures given in the resolution were not official.

"In the matter of the City of Jacksonville bonds, of which it was estimated there were \$10,000.00 outstanding, it appears that the principal and interest on \$2,000.00 of bonds were paid, and that, notwithstanding the lapse of time, since the last payment was made, it does not appear that there are any more bonds of the City of Jacksonville issued for the purpose indicated in the Act of 1883 outstanding.

"In the matter of Leon County bonds, the estimate was that there were \$70,000.00 of bonds outstanding, and the Trustees paid out on account of said bonds and interest the sum of \$45,817.50. This retired all of the Leon County bonds of the class above referred to. It appears that Leon County continued to assess taxes and take up the bonds, as provided in the original Act under which the bonds were issued, but as to whether or not the amount so taken up and paid by Leon County was equal to the difference between \$70,000.00 and \$45,817.50 I am unable to say.

"It appears, also, that the amount estimated of Columbia County bonds outstanding was \$90,000.00, which in-

cluded bonds issued by Baker, Bradford and Suwannee Counties, and the bonds in each of said counties were purchased in proportion to the amount of bonds presumed to be outstanding of the issue made by each county on account of the original indebtedness. In the distribution and payment of these bonds the Suwannee County bonds have also all been taken up.

"As to the number of bonds outstanding issued by the Counties of Jefferson, Madison, Columbia, Baker, Bradford, I am unable to say. You will see that Leon and Madison Counties were estimated as having the same amount of bonds outstanding at the passage of the Act, and while Leon County received payments of the Trustees of \$45,817.50, Madison County received \$54,580.01.

"Under the Act of 1883, and in pursuance of the resolution adopted February 25, 1884, the Trustees expended the sum of \$216,085.87 in payment of bonds and coupons issued under said Act, as follows:

"Leon County	\$ 45,817.50
Jefferson County	60,459.12
Madison County	54,580.01
Columbia County	\$ 24,536.09
Bradford County	15,486.98
Suwannee County	8,317.50
Baker County	4,804.00
	<hr/>
	53,144.57
City of Jacksonville.....	2,084.67
	<hr/>
	\$216,085.87

"The amount of money received from the sale of Internal Improvement lands proper, less incidental expenses from the date of the passage of the Act of 1883 to February 5, 1908, is \$245,407.78, of which \$216,085.87 was expended for the payment of bonds and coupons under the Act of 1883, leaving a balance on hand February 5, 1908, of \$29,321.91.

"The total amount received from the sale of Internal Improvement lands since February 5, 1908, to March 1, 1909, is \$1,617.78, which, added to the \$29,321.91 on hand February 5, 1908, shows a balance of \$30,939.69, as receipts from the sale of Internal Improvement lands proper. This amount is included in and made a part of the balance reported as being in the hands of the Trustees on March 1, 1909.

"The last purchase of bonds under the Act of 1883 was made March 1, 1905, and the opinion of the General Counsel submitted to the Trustees sustained the action of the Trustees. You will notice that Attorney General George P. Raney voted against the adoption of the resolution of February 25, 1884, authorizing the purchase of bonds under the Act of 1883.

"Respectfully submitted,
 "W. M. McINTOSH, JR., Secretary."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., March 9, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 B. E. McLin, Commissioner of Agriculture.

Draft on the Trustees through the First National Bank of Tallahassee by Reed A. Bryan, Agent, to cover pay rolls in re drainage for the month of February, 1909, amounting to \$2,243.17, was approved and ordered paid.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., March 11, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

The following letter from Mr. P. F. Jenkins, Superintendent of Drainage, to Governor Gilchrist, was ordered spread upon the Minutes, and the amount deducted from his expense account on March 3, 1909, amounting to \$18.77, was ordered paid:

Fort Lauderdale, Fla., March 8th, 1909.

Albert W. Gilchrist, Tallahassee, Fla.

Dear Gilchrist: I got a check for my expense account and salary to-day, and to my surprise found that the Trustees had deducted the amount of my expenses from Jacksonville to Savannah and return, and request me to deduct the mileage I used there from my next month's expense account, as they claim it was not on State business. Now, you will recollect that I wired or wrote you that I would not be able to come to Florida before the 3rd of March, as I could not get my work there in shape to leave it before then. I then got a letter or wire from you telling me that it was important for me to be in Tallahassee by the morning of the 2nd. I then left my work as it stood and came on, which made it necessary for me to go back there to arrange things so that I could leave. Now, the amount of money is not much (though I cannot afford to lose any), but the principle on which I am docked is, I think, wrong. If I had not been compelled to leave Georgia, by your message, on the day I did, I would not have had to return there and, therefore, would not have had the expense. I, therefore, think the State ought to

pay it. I am writing you this because you had me come and know the circumstances.

Yours very truly,

P. F. JENKINS.

It was resolved that \$2,000.00 be placed to the credit of Mr. P. F. Jenkins, Superintendent of Drainage, in the Bank Bay Biscayne, at Miami, to meet the current expenses of drainage operations, and that Mr. Jenkins be notified that after the filing of his bond more funds will be placed to his credit, if found necessary, for this purpose, and that the Trustees will expect him to render an itemized account of the expenditure of this money, monthly, accompanied by original vouchers.

The following accounts were approved and ordered audited and paid:

Smith's Book Store, paper, envelopes, clips, tracing, hook files, etc., for Superintendent's office.....	\$18.85
The Bentley-Gray Dry Goods Company, blankets, pillow cases, sheets, towels, mirrors for dredge "Caloosahatchee"	72.96

The following letter from Merrill-Stevens Company, under date of March 6, 1909, was ordered spread upon the Minutes:

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

Gentlemen: We are in receipt of your letter of March 3rd confirming telegraphic orders for three tenders based on our proposition of February 25th, with amendment dated March 1st, for the sum of \$5,600.00. We beg to acknowledge receipt of said order and our acceptance of same. We have the work already under way and will build them just as soon as possible.

Yours truly,

MERRILL-STEVENS COMPANY.

By J. I. Manier.

The following communications were read and ordered placed on the Minutes:

Tallahassee, Fla., March 8, 1909.

Board of Drainage Commissioners.

Gentlemen: Herewith I submit a proposition for cutting the drainage canals for the reclamation of the Everglades. Kindly advise me if you wish any further information that I can give, and at what time you can give me your decision as to awarding such a contract.

Yours respectfully,

J. W. BUSHNELL.

To the Board of Drainage Commission, Governor Albert W. Gilchrist, Chairman.

Gentlemen: As Agent, I make the following proposition for excavating of the canals to be cut in the reclamation of the Everglades:

First—The contract to be for a minimum cutting of twenty million cubic yards.

Second—A good and sufficient bond will be given on the execution of the contract for the immediate building and delivery into Lake Okeechobee of one or more dredges having an aggregate of 500 H. P. each and an estimated capacity of excavating 25,000 cubic yards of muck soil per day.

Third—To push the work vigorously and continuously, and will agree to forfeiting 20% of contract price on any monthly deficiency of 600,000 cubic yards not being cut on condition of being paid an additional 10% on any excess over 600,000 cubic yards cut in any one month. Subject to unavoidable contingency of destruction of dredges by fire, or otherwise, or complete breakdown, that requires a total suspension of work for more than five consecutive days at any one time.

Fourth—To purchase one or more of the dredge boats owned by the State of Florida, if the same can be found

applicable to the work of dredging, the price to be determined by arbitration if the contracting parties cannot agree.

Fifth—Excavating of muck lands proper to be paid for at four and one-half cents per cubic yard, excavating through quicksand, cypress or custard apples, swamps and timbered hammocks, or rock, to be paid for at the cost of work and 10% profit added thereto. The depreciation, use and repair of dredges shall enter into cost of dredging where the same is done at cost, with 10% addition of profit.

Sixth—All yardage excavated in construction of canals to be measured, and payments to be made monthly, less 10% on same, to be held until same shall amount to \$50,000.00, which amount shall be paid over on completion of contract, deferred payments to bear 6% interest.

The only delay in the immediate taking hold of this work after entering into a contract will be the time necessary for the construction of the Keller Excavator, which will have 500 H. P. and will have a greater capacity than any known dredge in this particular line of work. Details of construction, engines, etc., are now being worked out, but it is quite an undertaking to place this machine in Lake Okeechobee, with all the necessary adjuncts of fuel, supply barges, towing steamers, etc., etc.

Respectfully,

J. W. BUSHNELL, Agent.

Tallahassee, March 8th, 1909.

Fort Myers, Fla., March 11th, 1909.

Hon. B. E. McLin, Commissioner of Agriculture, Tallahassee, Fla.

Dear Sir: I wish to purchase the N. E. $\frac{1}{4}$ of Section 3, Township 44, Range 35, bordering on the south side of Lake Okeechobee and containing 160 acres. I am willing to pay \$3.00 per acre for the same. I will move on the property and start improvement as soon as the deeds are made.

I have been at quite an expense locating these lands owing to a proposition made to the Board of Trade, at Fort Myers, Fla., by Governor Broward last year, when the Trustees wished funds for building the dredge Caloosahatchee.

I am, Yours very truly,

H. SEWELL.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., March 20, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following telegram from P. F. Jenkins, Superintendent of Drainage, was read:

"Wire me authority to purchase launch for use in canal. Can get same for \$225.00. Absolutely necessary."

And authority was wired him in accordance therewith to purchase said launch at the price named.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., March 25, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

The application of Mr. S. M. Tatum for the release of

certain lands under mortgage, upon payment of \$8,000.00 on the purchase price, was read, and the Secretary was directed to advise Mr. Tatum that the Attorney General was absent at present and that immediately upon his return he would be requested to prepare said release.

The Secretary was directed to write to Mr. Walter Waldin, Miami, Fla., and ask him to recommend an attorney to represent the Trustees in condemnation proceedings, for right-of-way through the property of Mr. Joe Hunter on the proposed route of canal to be dug by the dredge Miami, and to ascertain what his fee would be in such proceeding.

The following accounts were presented and approved, to be audited and paid, aggregating \$5,397.44 :

Daniel Allen, purchase price and freight on printed matter for Commissioner of Agriculture	\$ 17.25
H. P. Savage, C. E., expenses in surveying Miami route	83.59
G. S. Baxter & Co., lumber for dipper handles..	150.00
Featherstone Foundry and Machine Company, cast iron box bushings, etc., for dredges....	224.03
Lainhart & Potter, lumber for dredges.....	66.09
Frank T. Budge, bushings, ells, etc., for dredges	10.30
Macomber & Whyte Rope Company, 2 reels 360' rope	439.20
G. W. Judy & Co., supplies for Caloosahatchee and Miami	145.29
Florida East Coast Railway, transportation charges on freight moved for Trustees during February, 1909	109.19
Smith's Book Store, pens, ink, paper, etc.....	3.05
The Exchange National Bank of Tampa, for John Dunn, salary for one month as Inspector of Machinery	100.00

The Exchange National Bank of Tampa, for Spofford, McKay & Co., marine insurance on Caloosahatchee	1,237.50
Capital Publishing Company, 100 copies Minutes, bound, \$100.00; 500 pamphlets concerning Everglades, \$17.50	117.50
Knight & Wall Company, various items and fixtures for dredges.....	1,034.95
Park Trammell, expenses of trip to Jacksonville on Trustees' business.....	8.35
Stranahan & Co., supplies for dredge yard, Everglades and Okeechobee, for month of February, 1909	641.04
C. H. Lyne Foundry and Machine Company, extras for dredges	588.50
Merrill-Stevens Company, machinist's labor, iron work, etc., for dredges.....	421.61

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Florida, April 1st, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Several letters were read which had been addressed to Hon. N. B. Broward, by the Featherstone Foundry & Machine Company in reference to an item of \$40 claimed by them for money advanced to a Mr. Burr, who performed some work for the Trustees when the dredges were being built at Fort Lauderdale. As there had already been a good deal of correspondence as to this item, and

the Trustees had taken the position that they were not responsible for the same, the Secretary was directed to advise the Featherstone people that the Trustees refuse to recede from their former position in the matter, and positively refuse to pay same, as they do not consider that they are morally or legally responsible for same.

The Secretary was instructed to write Mr. Jenkins, Superintendent of Drainage, to keep the Trustees advised by telegram as to his whereabouts.

The following accounts, amounting to \$6,898.17, were approved to be audited and paid:

Brown Marine Ways Co., 2 skiffs.....	\$	50.00
G. W. Judy & Co., groceries for dredges.....		56.13
Knight & Wall Co., items of hardward, etc., for dredges		261.90
Tampa Foundry & Machine Co., fittings, furnishings, etc.. Miami, \$3,123.75; Ca- loosahatchee, \$3,356.39		6,480.14
W. M. Stetson, stenographic work and type- writing for Hon. W. S. Jennings in prep- aration of Peters case, for U. S. Circuit Court of Appeals		50.00

The following letter to the Tampa Foundry & Machine Co., was ordered spread upon the minutes:

Tampa Foundry & Machine Co., Tampa, Fla.

Gentlemen: Referring to your claim for delay in delivery of machinery for dredges, I am directed by the Trustees to say that there does not appear to have been any unreasonable or unnecessary delay in shipping the machinery, and the Trustees have never made any claim on you for delay in completion of the dredges.

The time provisions of both contracts were general in nature, without provision for penalty, and were intended

to be complied with by the exercise of the best efforts of the contractors and to avoid unreasonable and unnecessary delay on their part.

Under the circumstances the Trustees cannot recognize a claim for delay, even if such occurred, in the delivery of the machinery and must decline to pay any sum of money on a claim of that nature. A careful reading of the contract should convince you that the position of the Trustees is correct.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Florida, April 3, 1909.

The Trustees met in Executive Department:

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following bids for buttonwood in Monroe County in accordance with published notice, were opened and read:

John Lowe, Jr., Sons:

First—Two thousand dollars for the term of five years.
Second—Twenty-five cents per cord.

George L. Bartlum:

“I agree to pay for a five years’ lease for the buttonwood on said lands the sum of twenty three hundred dollars (\$2,300.00), in accordance with the terms specified in your notice, or the sum of thirty (30) cents per cord.”

P. T. Knight and Alfred Atchison:

"We will pay \$4,000.00 for a five years' lease, payable annually in advance, or we will pay fifty cents per cord, payable at such time and under such conditions as your Honorable Board may direct."

It appearing that Atchison and Knight offered the largest amounts for the buttonwood in Monroe County, it was

Resolved, That the bid of said Atchison and Knight be accepted, and the Secretary was directed to so advise them.

To this resolution the Attorney General voted *No*.

A letter from Mr. H. Sewell to Governor A. W. Gilchrist, renewing his offer made to the Trustees on March 11, 1909, for the purchase of the N. E. $\frac{1}{4}$ of Section 3, Township 44, Range 35, bordering on the south side of Lake Okeechobee and containing 160 acres, at \$3.00 per acre, was submitted to the Trustees, and after a thorough discussion of his proposition it was decided not to sell said lands to Mr. Sewell, and the Secretary was directed to advise him that the lands are not now on the market, but when said lands are platted and listed and put on the market that he will be given the refusal of same.

The following accounts were approved and ordered audited and paid:

Western Union Telegraph Company, telegrams for Trustees during month of March, 1909.....	\$ 4.19
Advertiser Publishing Company, Key West, Fla., publishing notice calling for bids for purchase of buttonwood in Monroe County.....	12.00
Citizen Publishing Company, publishing notice of bids for buttonwood	12.00

The following letter from Hon. W. S. Jennings was ordered spread on the Minutes:

Jacksonville, Fla., April 1st, 1909.

Trustees of the Internal Improvement Fund, Tallahassee, Fla.

Gentlemen: I am just in receipt of a letter from the Clerk of the United States Circuit Court of Appeals, at New Orleans, informing me that the court has dismissed the case of Richard G. Peters vs. the Trustees of the Internal Improvement Fund, Neill G. Wade et al., for want of jurisdiction. I presume that the Attorney General has been likewise advised.

Yours very truly,

W. S. JENNINGS.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., April 6, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Letters and reports from P. F. Jenkins, Superintendent of Drainage, in reference to condition of the Everglades, were read, and the Secretary was directed to wire Mr. Jenkins to make estimates and get bids for the necessary repairs to the dredge Everglades and advise the Trustees of same.

In regard to right-of-way for the dredge Miami, the

Trustees decided to employ Messrs. Hudson & Boggs, Miami, Fla., and the Secretary was directed to advise them of their employment in the matter.

In the matter of the claim of Mrs. M. Brickell, of Miami, of \$125.00 for rent on lots at Fort Lauderdale used by Trustees, the Secretary was directed to advise the Superintendent of Drainage that they considered said charge exorbitant and to request him to endeavor to settle same on a more reasonable basis.

The question of printing the report of the United States Engineers in reference to the drainage of the Everglades was taken up, and after a full discussion it was

Resolved, That the Secretary have printed, in pamphlet form, one thousand copies of the report of the United States Engineers on the drainage of the Everglades, with the map accompanying the same, and that he add thereto the route of the canals previously selected by the Trustees and indicate the five canals shown on the Engineer's report that are practically the same as those now under construction by the Trustees, or that were selected for construction by the Trustees prior to the examination upon which the United States Engineer's report was predicated.

The following accounts were approved to be audited and paid, aggregating \$816.97:

John McDougall, P. M., stamped envelopes for Salesman's office	\$107.39
J. W. Watson, furniture for Superintendent's office	92.15
P. F. Jenkins, Superintendent of Drainage, item- ized portion of expense account for month of March	96.88
Tampa Foundry and Machine Company, cable blocks for dredges Caloosahatchee and Miami..	90.00
Smith's Book Store, board files and perforator for Superintendent's office	1.25

J. E. Lummus & Sewell, dynamite and fuses.....	317.50
I. N. Withers, salary and expenses as State Se- lecting Agent for March, 1909.....	111.80

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., April 13, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

It was resolved that the Secretary be directed to write the Superintendent of Drainage that hereafter he will send the pay rolls to Tallahassee, and they will be returned to him with the money and each man must sign the pay roll, after which the pay roll will be returned to this office and filed; that all original bills must be approved and sent to this office for payment; that incidental matters can be paid for and the bills sent to this office for vouchers; that it is necessary to have these vouchers here on file inasmuch as the present officers will not always be in office, and it is necessary for them to show to future generations or persons who wish to get information on the subject. The Secretary is also directed to request the Superintendent of drainage to send itemized statement of the expenditures of the \$4,000.00 that has already been furnished him through the Bank of Bay Biscayne, showing the balance on hand, if any.

Upon reading letter from Messrs. Hudson & Boggs, Attorneys for Trustees in right-of-way matters at Miami,

and their request to have someone appointed to sign injunction bond, if injunction should become necessary, it was

Resolved, That Mr. H. P. Savage is hereby authorized to sign for the Trustees of the Internal Improvement Fund any injunction bond that may be requested by Messrs. Hudson & Boggs, Attorneys for Trustees, in the right-of-way matters at Miami.

It was also resolved by the Trustees of the Internal Improvement Fund of the State of Florida that as there is some question as to the right of the State to do dredge work in navigable streams without authority from the United States Government, that our delegation in Congress be requested to obtain such permission for the Trustees from the proper authorities for the operation of a dredge in the Caloosahatchee River and one in the Miami River, and transmit the same to the Trustees at Tallahassee.

It was further resolved that a copy of this resolution be sent to each member of the Florida delegation in Congress.

The following accounts were ordered audited and paid:

H. P. Savage, expense account, \$50.49; small repairs on and laundry bill for Everglades, \$14.75	\$	64.24
Stranahan & Co., groceries for use on Everglades, Okeechobee and dredge yard, March..		656.03
P. F. Jenkins, compass, transit and typewriter..		240.00
John W. Newman, expenses as Engineer in drainage work near Fort Myers.....		22.10
John Dunn, salary as Inspector of Machinery for dredges at Tampa.....		123.33
The Matthews-Northrup Works, 5,000 copies State map of Florida, and 300 copies printed on cloth		640.00

The H. & W. B. Drew Company, printing brief for W. S. Jennings, Attorney for Trustees, in case of Peters vs. Trustees.....	98.40
Tampa Coal Company, twenty tons of coal for dredges	120.00
Georgia Supply Company, extra parts, tools, etc., for dredges	352.73
Tampa Foundry and Machine Company, insurance and telegrams "Miami," towage Caloosahatchee	1,302.88

The following monthly statement of the Secretary was ordered spread on the Minutes :

Balance on hand March 1, 1909.	\$ 66,322.92
Land sales in March, 1909.....	600.18
Refund by Reed A. Bryan, Agent	1.00
Sale of Minutes	10.00
	<hr/>
	\$ 66,934.10
Disbursements in March, 1909, as per itemized statement attached	15,138.66
	<hr/>
Balance on hand April 1, 1909..	\$ 51,795.44

Reconciliation.

Balance on hand April 1, 1909..	\$ 51,795.44
Check deposited on bank for collection of which land en- try has not yet been made....	27.05
	<hr/>
	\$ 51,822.49
Deposits in banks April 1, 1909, as per statement annexed....	\$ 49,628.57
Cash and cash items.....	2,193.92
	<hr/>
	\$ 51,822.49

Bank Balances April 1, 1909.

Exchange National Bank	\$ 12,500.00
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Barnett National Bank	5,926.74
Citizens' Bank and Trust Company.....	4,996.43
First National Bank, Tallahassee.....	9,865.47
Quincy State Bank.....	65.04
Capital City Bank	12,023.47
State Bank of Florida.....	4,175.10
Florida National Bank.....	76.32
	<hr/>
	\$ 49,628.57

Disbursements for March, 1909.

Date.	No. of Voucher.		Amount.
March 1	1907—	John T. Costa, chief clerk in Salesman's office.....	\$ 150.00
March 1	1908—	J. M. Dell, services in Land Office at Gainesville.....	125.00
March 1	1909—	O. M. Jacobie, clerk in Salesman's office	125.00
March 1	1910—	Carrie C. Edwards, stenog- rapher	83.33
March 1	1911—	W. M. McIntosh, Jr., serv- ices as Secretary.....	41.66
March 1	1912—	Park Trammell, Attorney General, expenses to Jack- sonville in re Peters case.	13.35
March 3	1913—	I. N. Withers, salary and expenses as State Select- ing Agent for February, 1909	63.88
March 3	1914—	W. V. Knott, State Treas- urer for state School Fund, 25% sale of public lands for February, 1909.....	6,455.25
March 3	1915—	P. F. Jenkins, salary and expenses for February as Supt. of Drainage.....	330.00

March 9	1916—First National Bank, Tallahassee, for Reed A. Bryan, Agent, pay roll in re drainage for month of February, 1909	2,243.17
March 12	1917—P. F. Jenkins, amount deducted from expense account on March 3, 1909, and ordered paid.....	18.77
March 12	1918—Smith's Book Store, detail paper, ink, clips, pins, blotters, tracing paper, etc., for office of Superintendent of Drainage.....	18.85
March 12	1919—The Bentley - Gray Dry Goods Company, blankets, pillow cases, mirrors, for Caloosahatchee	72.96
March 25	1920—Daniel Allen, freight and payment on printed matter for Commissioner of Agriculture's office	17.25
March 25	1921—H. P. Savage, expenses in surveying Miami route...	83.59
March 25	1922—G. S. Baxter & Co., lumber for dipper handles.....	150.00
March 25	1923—Featherstone Foundry and Machine Company, bolts, sheaves, bushings, etc. ...	224.03
March 25	1924—Lainhart & Potter, lumber for dredges	66.09
March 25	1925—Frank T. Budge, bushings, ells, etc.	10.30
March 25	1926—McComber-White Rope Co. 2 reels 360' rope.....	439.20
March 25	1927—G. W. Judy & Co., groceries for Caloosahatchee	145.29

March 25	1928—Florida East Coast Railway Company, for freight moved during February, 1909	109.19
March 25	1929—Smith's Book Store, pens, ink, paper, etc., for office of Supt. of Drainage.....	3.05
March 25	1930—Exchange National Bank of Tampa, for John Dunn, salary one month.....	100.00
March 25	1931—Exchange National Bank of Tampa, for Spofford, McKay & Co., marine insurance on dredge Caloosahatchee	1,237.50
March 25	1932—Capital Publishing Co., for binding 100 copies of Trustees' Minutes, \$100.00; printing pamphlet descriptive of Everglades, \$17.50	117.50
March 25	1933—Knight & Wall Company, fitting out Caloosahatchee and Miami with tools, etc.	1,034.95
March 25	1934—Park Trammell, Attorney General, proportionate share of expenses to Jacksonville on business for Trustees	8.35
March 25	1935—Stranahan & Co., supplies for dredge yard, "Everglades" and "Okeechobee" for month of February, 1909	641.04

March 25 1936—C. H. Lyne Foundry and Machine Company, bolts, etc., and machinist's labor on dredges	588.50
March 25 1937—Merrill-Stevens Company extras for dredges.....	421.61
	\$ 15,138.66

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., April 20, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

A communication and plat from Mr. E. N. Worley, Fort Lauderdale, Fla., which shows that one of the lots deeded him by the Trustees is claimed in part by Mr. Charles Root, who contends that he is entitled to purchase 80 acres at 25 cents per acre, being considered, and the fact that the claim of Root has not yet been decided by the courts, the Commissioner of Agriculture was directed to write Mr. Worley that he would be allowed to deed the land conveyed him in Newman's sub-division of lands in the Everglades back to the Trustees and receive deed for an equal area of the same class of land, or that he could await the termination of the suit, and, if decided against the Trustees, he would then be entitled to deed to other land in the same territory.

Mr. A. T. Carter, of Key, Dade County, Florida, having returned his deed numbered 16131, embracing the unsurveyed S. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$ of Section 15, and N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, Section 22, Township 54 South, Range 40 East, and also transmitting certificate of the Clerk of the Circuit Court of said county that the land embraced in the deed has no encumbrance upon it, and said deed not having been recorded; and it further appearing that the part of said Township 54 South, Range 40 East, embracing said above described lands having been surveyed by John W. Newman, under direction of the Trustees, and that a more proper description of said lands would be the S. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, Section 15, containing 40 acres, and the lot numbered 3, of Section 22, containing 58.03 acres, a total of 98.03 acres, or an excess of 18.03 acres over the amount conveyed in said deed numbered 16131; the Trustees, after considering the matter, decided that it would be better that Mr. Carter purchase this excess acreage and have the two tracts embraced in one deed. In view of these facts, the Commissioner is hereby directed to cancel said deed numbered 16131 and to issue a new deed to said A. T. Carter, embracing said S. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, Section 15, and the lot numbered 3, of Section 22, Township 54 South, Range 40 East, upon said Carter paying the additional amount of \$27.05, which is at the rate of \$1.50 per acre, the amount at which Carter was allowed to purchase.

Mr. F. McFarland, of Frink, Fla., having requested the Trustees to grant him the privilege of gathering the moss from the trees in the Dead Lake, in Calhoun County, the Commissioner of Agriculture was directed to write Mr. McFarland that the privilege was granted him.

The correspondence of the Commissioner of the General Land Office, Washington, D. C., and that of the Commissioner of Agriculture relative to the E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, and S. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, Section 17, Township 9 South, Range 28 East, having been considered, said cor-

respondence showing that said above described land had been entered of the United States Government by John H. McIntosh, Madison, June 14, 1852, but that the records at Washington had been erroneously posted, and that a similar description as that above was posted on the records there, as lying in Township 9 South, Range 27 East, and that because of such erroneous entry the selection of said land in Township 9 South, Range 28 East, was passed to patent to the State of Florida under the Act of Congress approved September 28, 1850, on May 9, 1872; and it being further shown that Madison's name was written upon the office plats as having entered the lands in 9—28, and that the State of Florida had not disposed of said land in 9—28, the Commissioner of Agriculture was directed to prepare a quit-claim embracing said land in 9—28 to the United States Government and request indemnity therefor.

N. H. Braddock, of Fort Lauderdale, Fla., having written the Trustees and the Commissioner of Agriculture, requesting that he be allowed to purchase the S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ and N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, Section 13, Township 50 South, Range 41 East, upon which his improvements are located, at \$1.25 per acre, and upon recommendation of Hon. I. N. Withers, who was employed by the Trustees to examine into the merits of the claims of the settlers in this territory, in which recommendation Mr. Withers states Mr. Braddock's improvements consist of one small board house, in which he is living, a well, stable and packing sheds, has three hundred orange and grapefruit trees, one-half in bearing, eight avocado pear trees, five mangoes and a number of guavas, that Mr. Braddock be allowed to purchase the land upon which his improvements were located at \$1.50 per acre, the Commissioner of Agriculture was directed to write Mr. Braddock to that effect, and if possible to select the lands according to the lots as shown by Newman's First Sub-Divisions of the Everglades.

Mr. G. A. Latham, of Jacksonville, Fla., having applied to purchase the marsh land (unsurveyed) between Big and Little Talbot Islands, in Township 1 North, Range 29 East, containing 758.00 acres, submitting the affidavits of W. J. Carlton and L. F. Milless as to the character of said land, which affidavits state that there is no timber on said land, the same being salt marsh lands, unfit for cultivation, and is valueless except to such parties, or persons, owning adjacent islands, and Mr. Latham offering \$1.00 per acre for said marsh land, the Commissioner of Agriculture was directed to write Mr. G. A. Latham that the Trustees would not take less than \$1,000.00 for the tract, and that if he would pay that amount for the land the Trustees would advertise the land and that he would be given the preference in the matter of purchase, should no offer exceed said \$1,000.00, this being the lowest price the Trustees would consider as a bid.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., April 22, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

A letter was read from Mr. P. F. Jenkins, Superintendent of Drainage, enclosing bond for \$5,000.00, issued by the American Surety Company of New York, and stating that he had paid premium of \$25.00 on same, and asking

that said amount be refunded, as it is the custom with companies who have their employees bonded to pay for same; and it was

Resolved, by the Trustees of the Internal Improvement Fund, That said amount of \$25.00, premium on bond, be refunded to Mr. Jenkins.

Various telegrams and letters having been received from Washington in regard to securing permission from the War Department for operating the dredges in the Caloosahatchee and Miami Rivers, and the Trustees having been advised that it was necessary to send three copies of J. O. Wright, Supervising Drainage Engineer's Report of the Drainage of the Everglades, to the Secretary of War, the Secretary of the Trustees was directed to send said copies and to wire Mr. P. F. Jenkins, Superintendent of Drainage, to meet a representative of the United States Engineering Department and Mr. A. C. Croom, Comptroller, and one of the Trustees, in the office of Captain George M. Spaulding, Jacksonville, Fla., on Saturday afternoon, if possible, and not later than Saturday night. Mr. Croom was appointed a committee of one to proceed to Jacksonville to confer with said engineers in regard to securing the desired permission from the War Department of the United States.

P. N. Bryan & Sons, wood for dredges.....	\$1,172.00
P. F. Jenkins, refund of premium on bond.....	25.00
Wrigley Engraving Company, engraving maps of Newman's Survey of Drained Lands.....	39.00
Georgia Supply Company, hardware, small items of machinery, tools, etc., for dredges.....	324.87
G. W. Judy & Co., groceries	12.65
Smith's Book Store, paper, clips, etc.	1.80
C. H. Lyne Foundry and Machine Company, making derrick and furnishing sketch.....	55.00
Lainhart & Potter, lumber	33.14
Reed A. Bryan, hire of launch.....	96.00

W. J. Brown, toilet fixtures	22.25
J. E. Lummus & Sewell, dynamite, lead wire and fuses	357.50
Vernon Price-Williams, launch hire	12.00
Florida East Coast Railway Company, charges on freight moved for Trustees during March, 1909	165.95

The above accounts were approved to be audited and paid.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., April 23, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.

Application by Mr. P. T. Knight to have Alfred Atchison appointed Trespass Agent was presented, and the Trustees made the appointment as requested, the understanding that Mr. Atchison's fees should be the same as those of our Sheriffs when acting as Timber Agents. A telegram from P. T. Knight, stating that a vessel loaded with mangrove wood from State land had arrived in Key West this morning, and asking instructions, it was decided to request the Governor to call the Sheriff's attention to the matter and request him to act under Sections 995 and 996 of the General Statutes of the State of Florida.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., April 27, 1909.

The Trustees met in the Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The bond of Peter T. Knight and Alfred Atchison accompanying contract for the purchase of buttonwood in Monroe County was presented, and it appearing that the sureties on the bond had not justified it was ordered that the bond be returned to Messrs. Knight and Atchison by the Secretary, with the request that they have their bondsmen to justify, it being the custom of the Trustees to have the sureties on bond justify before the bond is approved.

The Trustees being advised by Hon. W. S. Jennings that citation had been served on him as Attorney for the Trustees in the appeal of the case of Richard G. Peters vs. Trustees, on appeal to the United States Supreme Court, the Secretary was directed to communicate with Hon. W. S. Jennings and ascertain what his fee will be to represent the Trustees in said case before the Supreme Court, in connection with Hon. Park M. Trammell, Attorney General, and to advise the Trustees by wire.

In regard to the employment of special or additional counsel in the suit of R. G. Peters vs. Trustees et al., which has been appealed to the United States Supreme Court from the United States District Court for the Northern District of Florida, at Pensacola, Attorney General Trammell stated that he did not think it necessary to employ special counsel in said appeal and that he would undertake to represent the Trustees in the United States Supreme Court in the case.

It was resolved that the Attorney General be requested

to investigate the matters as to whether the State of Florida or the United States has jurisdiction over the waters of Lake Okeechobee.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., April 28, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Telegram was read from Hon. W. S. Jennings as follows:

"Hon. W. M. McIntosh, Jr., Secretary, Tallahassee.

"Replying your letter, will accept fee Peters appeal Supreme Court United States, five hundred dollars, preparing defense and brief this year, and five hundred dollars conducting and arguing case next year in Supreme Court with Trammell."

And it was

Resolved, That the proposition of Hon. W. S. Jennings be accepted.

To this resolution the Attorney General voted *Nay*. The other Trustees voted *Yea*. Mr. Jennings was notified by telegram of the Trustees' acceptance.

The Secretary was directed to notify the Superintendent of Drainage that money will be furnished by the

Bank of Bay Biscayne at Miami to meet the pay rolls, and that when the money is turned over to him he must pay all of the employees, as noted on the roll, and take receipts therefor, and deliver the pay roll, with his approval thereon, to the bank, taking up his receipt to the bank for the money furnished him.

Letter and telegram of Reed A. Bryan being read, in reference to the sale of the lots bordering on the canals in the drainage district, and a full discussion of same being had, it was

Resolved, That Mr. Bryan be notified that it is the policy of these Trustees not to sell any more of said lands at present.

Upon consideration of letter from Reed A. Bryan to Mr. H. P. Savage, Engineer, and report of the Superintendent of Drainage, as to dams and the height of water in the canals, it was

Resolved, That the Secretary be directed to write Mr. Jenkins, Superintendent of Drainage, and ask for suggestions as to the best means of dealing with the situation, as he is on the ground, conversant with the conditions, and should be able to determine the most feasible plan for keeping sufficient water in the canals and at the same time preventing damage as far as possible to the crops from overflow.

Resolved, That the deposit of two thousand dollars heretofore authorized to be placed to the credit of P. F. Jenkins, Superintendent of Drainage, be reduced to five hundred dollars, and that the Superintendent be request to send his expense account from time to time to the Secretary, so that checks can be sent therefor.

Upon presentation of the report of Mr. J. E. Merrill upon the condition of the dredge Everglades, and the amount of work and money necessary to make needed repairs, and his proposition to do said work as follows:

"We would propose that you use your crew for all that they can do, and we furnish you such other skilled help as is required for the job, together with foreman, paying as low rate of wage as can be done to get competent men. We estimate that this will be about 35 cents per hour for carpenters and caulkers, and rates of from 25 cents to 15 cents per hour for more or less skilled helpers. A competent foreman would have to be paid about 60 cents per hour. You to pay the transportation of these men to the work, and for such men as remain during the full term of the job their return transportation, also furnishing them with food and lodging; we to furnish all necessary tools, and for our portion to have a commission of 15% on all pay rolls of labor furnished by us. For our Mr. J. E. Merrill's time, you to pay us at the rate of \$10.00 per day for the actual time he is absent from here and his expenses; material to be furnished at regular market rates. No commission on either Mr. Merrill's time or material furnished."

It was resolved that the firm of Merrill-Stevens Company, of Jacksonville, Fla., be employed to make the necessary repairs to the dredge Everglades, as per said proposition, and that they be immediately notified by wire of said acceptance; and that Mr. P. F. Jenkins, Superintendent of Drainage, be also notified that said proposition has been accepted.

The following accounts were approved to be audited and paid:

E. Carlton, 130.93 cords wood at \$2.50.....	\$ 327.32
A. C. Croom, expense account to Jacksonville and return on business for Trustees.....	9.25
Menge Bros., towing dredge Caloosahatchee from Boca Grande to one mile above DeNaud....	755.00

The following report of Hon. A. C. Croom was read and ordered spread on the Minutes:

Tallahassee, Fla., April 28, 1909.

To the Trustees of the Internal Improvement Fund of
Florida.

Gentlemen: In accordance with your instructions, I went to Jacksonville on April 24th, 1909, and at 3:00 o'clock p. m. of that day I met Major Kavanaugh, representing the Chief Engineer's Office of the War Department; George R. Spaulding, captain Engineer's Corps now stationed at Jacksonville, and P. F. Jenkins, Superintendent of Drainage for the Trustees. A full discussion was had as to the drainage matters, and especially in relation to permission from the War Department for the dredges to work in the Miami and Caloosahatchee Rivers, and for the dredge on the latter river to excavate sufficiently to enter Lake Okeechobee and thence excavate southwardly with the view of carrying out the drainage of the Everglades. Major Kavanaugh, representing the Chief Engineer of the War Department, said that if a separate application was made for permission to operate the dredges in the Miami and Caloosahatchee Rivers he felt assured that it would be granted by the War Department, but that the question of lowering Lake Okeechobee by cutting canals into or from said lake would involve the most careful consideration, and that in his opinion it would require an Act of Congress to accomplish the purpose of connecting the canals with Lake Okeechobee. He further said that it would be necessary to have careful plans and specifications prepared, showing the level of the lake and the level at which it was proposed to enter the lake with the different canals, and the provision proposed to be made by locks, gates or otherwise to control the flow of water from Lake Okeechobee, so as not to reduce the lake below its normal condition, by reason of the increase in depth of the canals at the edge of the lake, which will be gradually brought about by the volume of the water that will flow out of the lake, especially during a freshet. In his opinion, all these matters

should be considered by a competent and experienced hydraulic engineer, and to that end Major Kavanaugh suggests that such engineer be employed by the Trustees and directed to make a thorough investigation and report by plans and specifications, setting forth the whole matter from a scientific standpoint.

Respectfully submitted,

A. C. CROOM, Comptroller.

The following application to the Chief Engineer of the War Department was read and ordered spread on the Minutes:

Application on Behalf of the State of Florida, and the Trustees of the Internal Improvement Fund of the State of Florida, to the Secretary of War of the United States, for Permission to Operate Dredges in the Caloosahatchee River and the Miami River, Florida:

Whereas, The Governor of the State of Florida, on behalf of the State of Florida and the Trustees of the Internal Improvement Fund of the State of Florida, composed of the Governor, Comptroller, Attorney General, State Treasurer and Commissioner of Agriculture, of the State of Florida, are desirous of launching the Caloosahatchee, being a modern dredge of 110 feet in length by about 48 feet beam, of dipper pattern, with a dipper capacity of four cubic yards, designed and constructed under the direction of the Trustees of the Internal Improvement Fund, owned and operated by said Trustees, in the work of excavating and cutting a canal as determined upon, from the headwaters of the Caloosahatchee River, at a point not far distant from Fort Thompson, and extending from such point in said river in a northeasterly direction toward Lake Okeechobee, and are likewise desirous of launching the "Miami," another modern dredge of similar size and construction, of dipper pattern, with a dipper capacity of two and one-half cubic yards, in the headwaters of the Miami River, for the pur-

pose of deepening the water at the head of said Miami River, at a point not far distant from the junction of the North Fork thereof, where the natural water flow under ordinary stages and conditions of water in said river is less than four feet in depth, and excavating a canal from such point in a northwesterly direction into the Everglades, for the purpose of draining and reclaiming the swamp and overflowed lands in said territory, which were heretofore granted to the State of Florida by Act of Congress approved September 28th, 1850, for said purposes; and

Whereas, Said Caloosahatchee River and Miami River are recognized as navigable waterways and under the control of the War Department of the United States Government; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That application be, and the same is hereby, made to the Hon. J. M. Dickinson, Secretary of War of the United States, Washington, D. C., for permission to launch said dredge "Caloosahatchee" in the headwaters of the Caloosahatchee River, at a point not far distant from Fort Thompson, and to make such excavations and cuts in said river with said dredge as is found necessary to admit of the dredge's navigating and progressing through said waterway to the headwaters thereof, and thence to continue in this work of cutting a canal, such as the Trustees of the Internal Improvement Fund may determine upon, from the headwaters of said river in a northeasterly direction toward Lake Okeechobee; and also for permission for launching the dredge "Miami" in the headwaters of the Miami River, at a point not far distant from the junction of the North Fork thereof, so as to admit and otherwise enable the dredge "Miami" to proceed to cut and construct a canal such as may be determined upon by the Trustees of the Internal Improvement Fund, in a northwesterly direction

into the Everglades, for the purpose of drainage and reclamation of the swamp and overflowed lands.

Resolved further, That the Trustees of the Internal Improvement Fund do hereby bind themselves and their successors in office to have the work of excavating in the headwaters of said navigable rivers done and performed in a skillful and workmanlike manner, and the earth and stone removed by said dredges to be removed and placed upon the banks of said rivers in such manner and form, and at such a distance therefrom, as to prevent it washing back into the canal or channel so cut, by subsequent rainfall, or otherwise, to prevent any injury on account of said excavation and cut under their directions jeopardizing the navigation of said navigable waterways.

Dated Tallahassee, Fla., April, A. D. 1909.

The Secretary was directed to write the Superintendent of Drainage that only the actual traveling expenses while on business for the Trustees could be allowed, and that no claim for board would be allowed to any employee while at his place of business or residence. Employees on dredges or out with surveying parties will be furnished with subsistence in the usual way, i. e., the supplies must be purchased by the Superintendent and when prepared can be shared by all employees on the dredge or in the surveying party, but no hotel bills or bills for board will be paid except where the employee is absent from his place of abode, station or camp on business for the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Florida, April 29, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. P. F. Jenkins, Superintendent of Drainage, appeared before the Trustees and explained that the dredge Caloosahatchee was in position to begin work, having supplies of crew, equipment, etc., and upon consideration, and acting upon advice contained in telegram of Senator Taliaferro, under date of April 22nd, as follows:

“Meantime there will be no objection to continuing dredging, provided Lake Okeechobee, or other navigable lakes are not tapped.”

it was,

Resolved, That the Superintendent of Drainage is hereby directed to proceed with the work.

It was also resolved that the Governor is hereby requested to send a special message to the Legislature, showing the necessity for legislation on the subject of punishing those persons who interfere with any public works of the Trustees in reference to drainage, canals, etc., and that the Attorney General is hereby requested to draw up a bill on that line and submit same to the Trustees.

The Superintendent of Drainage was directed to proceed to close up the matter of rent for lots at Fort Lauderdale, with Mrs. Brickell, as soon as possible, and upon the most reasonable terms obtainable.

Letter from Marion Steam Shovel Company in reference to acceptance of the dredge Caloosahatchee was read

and referred to the Superintendent of Drainage for action.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., May 6, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 Park Trammell, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The matter of the injury of Louis Bell while working on the dredge Caloosahatchee was taken up, and it was unanimously decided by the Trustees that they would pay his doctor's fees and salary until his broken leg is healed, and Governor Albert W. Gilchrist was requested to so advise Mr. Bell's father.

Letter being read from Merrill-Stevens Company, advising that the three small boats ordered by the Trustees are almost completed and ready to be painted, and requesting to know the colors desired, it was

Resolved, To leave the color to the discretion of Merrill-Stevens Company, except that each shall be a different color and that they be named in honor of the three famous Indian chiefs, Billy Bowlegs, Tom Tigertail, and Tallahassee.

The following accounts were approved and ordered audited and paid:

Knight & Wall Company, hardware.....\$ 74.31

W. J. Berry & Co., plumbing on Caloosahatchee	5.65
The Standard Motor Construction Company, 2 complete ignitors for engine	30.00
P. F. Jenkins, expense account for April.....	144.03
E. T. King, building lighter and furnishing lum- ber for same	242.17
Georgia Supply Company, tools, repairs, etc....	47.21
Western Union Telegraph Company, telegrams for April	26.38
T. Murphy Iron Works, dipper teeth and other repairs done on dredges.....	265.06
The Trustees then adjourned.	

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., May 21, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Report of McCall & Small, State Trespass Agents, was received and ordered spread on the Minutes. Said report is as follows:

Lake City, Fla., May 10, 1909.

Trustees Internal Improvement Fund, Tallahassee, Fla.

Gentlemen: We wish to report that for the months of March and April, last, we have made no collections of any moneys on behalf of the Trustees. We have several matters in hand, referred to us by Mr. McLin, which are progressing. Among others, that of the Melrose Manufacturing Company, in which case we presume a purchase

of the land has by this time been made, or will be within the next few days. Various other matters are being looked after, which we presume it is unnecessary to set out here in detail.

We have found it necessary to enter suit against one E. H. McNeil, who now lives in Orange County, on account of trespass committed in Marion County some years ago. This party acknowledges his trespass and his liability, but refuses to make or propose a settlement. We will report the progress of this case from time to time.

Our Mr. A. B. Small, having had these matters exclusively in his charge for the past two months, makes oath to this report alone, which we trust is satisfactory to the Trustees.

Respectfully submitted,

McCALL & SMALL, State Trespass Agents.

STATE OF FLORIDA,

Columbia County.

Before me this day personally came A. B. Small, who, first being duly sworn, deposes and 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 10th day of May, 1909.

ALICE EZELLE,

Notary Public, State of Florida at Large;

(Seal) My commission expires July 8, 1911.

The opinion of the Attorney General relative to the jurisdiction of the Federal Government over Lake Okechobee and the rivers in the drainage district was read and ordered recorded, as follows:

Tallahassee, May 8, 1909.

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

Gentlemen: Answering your inquiry relative to the

jurisdiction of the Federal Government over Lake Okechobee and the rivers in the drainage district, I beg to advise that, generally speaking, the United States Government has jurisdiction over all navigable waters, but, while this is true, the United States Supreme Court held, in the case of the County of Mobile, 120 U. S., page 238, that "The improvements of harbors, bays and navigable rivers within the States may be regulated by the State authority, if it does not impair their free navigation, as permitted under the laws of the United States, nor defeat any system for the improvement of their navigation provided by the General Government."

In many other cases the United States Supreme Court have laid down the same doctrine, and it is, therefore, my opinion that the State may improve its navigable waters as long as the work carried on by the State does not interfere with the free use of such navigable waters for navigation, and does not in any wise impair the usefulness of said waters for navigation.

If any operations are contemplated that call for a change of the channel of a navigable river, or that are liable to lessen the depth of water in a navigable lake to such extent as to affect navigation, that it would seem that such operations should first be authorized by the Federal Government, as the State has no authority to in any wise impair the navigability of a lake or river.

Yours very truly,

PARK TRAMMELL, Attorney General.

Deed to right of way in the matter of the Sulzner lands was presented and ordered spread upon the Minutes, as follows:

This Indenture, made and entered into this 24th day of March, 1909, by and between C. F. Sulzner and Pearl Sulzner, party of the first part, and Albert W. Gilchrist, A. C. Croom, W. V. Knott, Park M. Trammell and B. E.

McLin, Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part.

Witnesseth: That for and in consideration of one dollar cash, in hand paid, and for other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part, for himself, his heirs and assigns, has granted, and does hereby grant, to the said parties of the second part and their successors in office, the right and privilege to construct upon and across the lands hereinafter described a certain drainage canal, to be hereafter constructed from some point on the Miami River in a westerly direction to the Everglades, by a route to be hereafter determined and located by said second parties, their agents and employees; and the said first party does further grant, bargain, sell and convey to the said second parties a right-of-way across the said lands to the extent of seventy-five feet on each side of the center line of the canal to be constructed, the said right-of-way, or so much thereof as said second parties may find necessary to be used for the purposes of digging the said canal and dumping the material taken therefrom, and for other public purposes in connection with the construction and use of said canal; and the first party, for himself, his heirs and assigns, does further hereby release the said second parties, and their successors in office, from any and all claims for damages which may accrue to the said first party, his heirs and assigns, by reason of the construction of the said canal through my lands, namely, the following described lands lying in Dade County, Florida, to-wit: All lands owned by me in Section 33, Township 53 South, Range 41 East. But it is understood that the party of the first part shall not be hereby deprived of docking privileges and riparian rights, and he shall have the right to use or dispose of materials dumped from said canal upon said land.

Witness the hand and seal of the said party of the first part this 24th day of March, 1909.

C. F. SULZNER.

PEARL DANFORTH SULZNER.

Signed, sealed and delivered
in the presence of

ELIZABETH G. DORN.

JOSEPH K. DORN.

STATE OF FLORIDA,
County of Dade.

Personally appeared before me, Charles F. Sulzner and his wife, Pearl D. Sulzner, who, being duly sworn, say that they signed this instrument for the purpose therein expressed, and that the said Pearl D. Sulzner relinquishes her dower and separate estate, this second day of April, 1909.

JOSEPH K. DORN,

(Seal) Notary Public. My commission expires
February 12, 1912.

The financial statement of the Trustees on May 1st, 1909, was presented and ordered recorded, as follows:

Balance on hand April 1, 1909..	\$ 51,795.44
Land sales in April, 1909.....	119.58
Interest on deposits.....	212.93
S. M. Tatum, note due April 5, 1909	8,000.00
Knight & Atchison, buttonwood.	800.00
	<hr/>
	\$ 60,927.95
Disbursements in April 1909, as per itemized statement attached	15,280.36
	<hr/>
Balance on hand May 1, 1909...	\$ 45,647.59

Reconciliation.

Balance on hand May 1, 1909..	\$ 45,647.59	
Checks deposited in bank for collection for which entry has not been made.....	147.05	
	<u> </u>	\$ 45,794.64
Deposits in bank May 1, 1909, as per statement annexed....	\$ 43,600.72	
Cash and cash items.....	2,193.92	
	<u> </u>	\$ 45,794.64

Balance May 1, 1909.

Capital City Bank.....	\$ 8,241.74
First National Bank, Tallahassee.....	8,953.78
Florida National Bank.....	76.32
Bank of Bay Biscayne.....	5,461.62
Exchange National Bank.....	10,000.00
Barnett National Bank.....	1,608.14
Citizens' Bank and Trust Company.....	5,018.98
Quincy State Bank.....	65.04
State Bank of Florida.....	4,175.10
	<u> </u>
	\$ 43,600.72

Disbursements for April, 1909.

Date.	No. of Voucher.	Amount.
April 1	1938—O. M. Jacobie, clerk in Sales- man's office	\$ 125.00
April 1	1939—John T. Costa, chief clerk in Salesman's office	150.00
April 1	1940—J. M. Dell, services in Land Office at Gainesville.....	125.00
April 1	1941—Carrie C. Edwards, services as stenographer	83.33
April 1	1942—W. M. McIntosh, Jr., serv- ices as Secretary.....	41.66

April 7 1943—P. F. Jenkins, itemized portion of expenses for March, 1909	96.88
April 7 1944—Western Union Telegraph Company, telegrams sent during March, 1909.....	4.19
April 7 1945—John McDougall, stamped envelopes for Salesman's office	107.39
April 7 1946—Advertiser Publishing Company, publishing notice for bids on buttonwood in Monroe County	12.00
April 7 1947—The Citizen Publishing Company, publishing notice for bids on buttonwood in Monroe County	12.00
April 7 1948—J. W. Watson, articles of furniture for Superintendent's office	92.15
April 7 1949—Georgia Supply Company, machinery, fixtures, etc., for dredges	744.77
April 7 1950—Brown Marine Ways Company, two skiffs for dredges	50.00
April 7 1951—G. W. Judy & Co., groceries for "Caloosahatchee"	56.13
April 7 1952—W. M. Stetson, stenographic work and typewriting preparing brief in re Peters vs. Trustees	50.00
April 7 1953—Smith's Book Store, paper, pens, etc., for Superintendent's office	1.25
April 7 1954—J. E. Lummus & Sewell, dynamite and fuses	317.50

April 7	1955—Tampa Foundry and Machine Company, two sets of large wire cable blocks.	90.00
April 7	1956—Knight & Wall Company, tools, fittings, etc., for "Caloosahatchee"	261.90
April 7	1957—Tampa Foundry and Machine Company, furnishing and completing various fixtures and extras for dredges Caloosahatchee and Miami.	6,810.50
April 7	1958—I. N. Withers, salary and expenses as State Selecting Agent for March, 1909.	111.80
April 15	1959—H. P. Savage, expenses as civil engineer on drainage work near Miami up to and including March 3, 1909.	64.24
April 15	1960—Stranahan & Co., groceries for "Everglades," "Okeechobee" and dredge yard for March, 1909	656.03
April 15	1961—P. F. Jenkins, Oliver Typewriter, \$90.00; level and rod, \$100.00; transit, \$50.00	240.00
April 15	1962—John W. Newman, expenses as engineer at Fort Myers.	22.10
April 15	1963—John Dunn, services as Inspector of Dredges at Tampa from February 21 to April 1, 1909	123.33
April 15	1964—The Matthews-Northrup Works, 5,000 copies of State map, \$550.00; 300 copies of State map on cloth, \$90.00.	640.00

April 15	1965—The H. & W. B. Drew Company, printing 300 copies of brief for W. S. Jennings, attorney, in case of Peters vs. Trustees	98.40
April 15	1966—Tampa Coal Company 20 tons coal	120.00
April 15	1967—Georgia Supply Company, tools, extras, etc., for dredges	352.73
April 15	1968—Tampa Foundry and Machine Company, insurance and telegrams for Miami, towage for Caloosahatchee.	1,302.88
April 27	1969—P. N. Bryan & Son, wood for dredges	1,172.00
April 27	1970—P. F. Jenkins, refund of amount paid premium on bond	25.00
April 27	1971—Wrigley Engraving Company, engraving plate and printing 1,000 copies Newman's survey	39.00
April 27	1972—Georgia Supply Company, tools, hardware, etc., for dredges	324.87
April 27	1973—G. W. Judy & Co., groceries for dredges	12.65
April 27	1974—Smith's Book Store, paper for Superintendent's office..	1.80
April 27	1975—C. H. Lyne Foundry and Machine Company, iron work on dredges	55.00
April 27	1976—Lainhart & Potter, lumber for dredges	33.14
April 27	1977—Reed A. Bryan, for hire of launch	96.00

April 27	1978—W. J. Brown, toilet fixtures for dredges	22.25
April 27	1979—J. E. Lummus & Sewell, dy- namite, fuses and wire....	357.50
April 27	1980—Vernon Price-Williams, hire of launch	12.00
April 27	1981—Florida East Coast Railway Company, freight on mate- rial transported during March, 1909	165.95

Upon request of the Tampa Foundry and Machine Com-
pany for final payment on the dredge Miami, it was

Resolved, That said request be referred to the Superin-
tendent of Drainage, to find out if the dredge is satis-
fied before the final payment is made.

In the matter of a new engine for the dredge Okeecho-
bee, letter was read from Mr. Savage to Mr. Jenkins and
from Mr. Jenkins to the Trustees, advising that a boiler
of the Scotch marine type be supplied as soon as possible,
and the Secretary was directed to advise Mr. Jenkins to
communicate with firms dealing in such engines and se-
cure prices on same and communicate with the Trustees
as soon as such prices are received.

Permission from the United States Government for the
Trustees to continue dredging in the Miami and Caloosa-
hatchee Rivers was received and ordered spread upon the
Minutes, as follows:

Whereas, By Section 10 of an Act of Congress approved
March 3, 1899, entitled "An Act making appropriations
for the construction, repair and preservation of certain
public works on rivers and harbors, and for other pur-
poses," it is provided that it shall not be lawful to build
or commence the building of any wharf, pier, dolphin,
boom, mir, breakwater, bulkhead, jetty or other struc-
tures in any port, roadstead, haven, harbor, canal, navi-

gable river or other water of the United States outside established harbor lines, or where no harbor lines have been established, except on plans recommended by the Chief of Engineers and authorized by the Secretary of War; and it shall not be lawful to excavate, or fill, or in any manner to alter or modify the course, location, condition or capacity of any port, roadstead, haven, harbor, canal, lake, harbor of refuge, or inclosure within the limits of any breakwater, or of the channel of any navigable water of the United States, unless the work has been recommended by the Chief of Engineers and authorized by the Secretary of War prior to beginning the same.

And whereas, The Trustees of the Internal Improvement Fund of the State of Florida have applied to the Secretary of War for permission to operate dredges in the Caloosahatchee River and in the Miami River, Florida (the intention being to dig canals from the headwaters of said streams toward Lake Okeechobee and the purpose of this work being the drainage and reclaiming of certain of the overflowed lands in that portion of the State of Florida), as shown on the attached drawing, which work has been recommended by the Chief of Engineers, United States Army, subject to the conditions hereinafter set forth;

Now, therefore, This is to certify that the Secretary of War hereby gives permission unto the said Trustees of the Internal Improvement Fund of the State of Florida to operate dredges for said purpose in the Caloosahatchee River and in the Miami River, Florida, as shown on said drawing, subject to the following conditions:

1. That the work herein permitted to be done shall be subject to the supervision and approval of the Engineer Officer of the United States Army in charge of the locality.

2. That no connection shall be made between any of the canals to be dredged and Lake Okeechobee; and that no outlet shall be constructed for said lake until suitable

plans in detail, showing the proposed controlling works and other features, have been submitted to and approved by the Chief of Engineers and by the Secretary of War.

Witness my hand this 8th day of May, 1909.

ROBERT SHAW OLIVER,
Acting Secretary of War.

A communication from Messrs. Knight and Atchison, in relation to parties trespassing on lands belonging to the Trustees in Monroe County, was read and referred to the Attorney General for his opinion thereon, and with the request that he advise the Trustees whether or not additional legislation is necessary on the subject.

The following accounts were ordered audited and paid:

The J. A. McDonald Company, lumber for dredge Miami	167.53
The Bank of Bay Biscayne, pay roll for April, 1909	4,645.89
Tampa Foundry and Machine Company, storage tank for water on dredge "Caloosahatchee"	40.00
W. J. Hoffstetter, lighter for dredges.....	950.88
Featherstone Foundry and Machine Company, repairs to Okeechobee and Everglades.....	710.79
J. W. Watson, hardware for dredges.....	422.03
Stranahan & Co., supplies for Everglades, Okeechobee, ship yard and Superintendent's office	700.96
The Miami Printing Company, ledger sheets and postals for Superintendent's office....	18.50
Mrs. Mary Brickell, rent of Lots 7 and 8, block 25, from September 1, 1906 to March 1, 1909	125.00
Western Union Telegraph Company, telegrams for Attorney General's office on Trustees' business .....	.87

Mrs. Emma Shepard, laundry and vegetables for dredge Caloosahatchee during April....	7.25
Florida East Coast Ice Company, ice for dredge Miami	2.70
City Market, Fort Myers, meats for dredge Caloosahatchee	15.20
J. W. Carraway, vegetables for dredge Caloosahatchee	6.22
Phillips & Dyches, groceries for Caloosahatchee	44.77
John W. Newman, postage account for April.	.98
Henry A. Hendry, hardware and oil for Caloosahatchee	30.20
Carl F. Roberts & Co., lumber for dredges....	96.46
Seminole Power and Ice Company, ice for Caloosahatchee	33.00
C. S. Woodring, hardware for Caloosahatchee	9.65
E. E. Goodno, for E. Carlton, wood for Caloosahatchee	132.50
Miami Market, meats for dredge Miami.....	8.50
L. L. Dodge, meat for dredge Everglades.....	4.75
Wm. C. Robinson & Son, oil for dredge Okeechobee	30.60
J. E. Lummus & Sewell, dynamite for Okeechobee	370.00
P. Ullendorff, meat for Okeechobee and Everglades	79.00
Frederick & Butler, engineering work on Miami route	40.00
C. D. Lefler, groceries for dredge Miami.....	124.38
Georgia Supply Company, hardware for dredges	457.91
Charles Pratt, C. E., services as engineer.....	2.50

Park Trammell, Attorney General, expenses to New Orleans to represent Trustees in re Peters case, and to DeLand in re Root vs. Trustees	62.50
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The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., May 29, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The report of the Attorney General in re matters of trespass on State lands was received and ordered spread on the Minutes, and a copy thereof forwarded to Messrs. Atchison & Knight, Key West, Fla., in reply to their communication of May 8th relative to trespass on the buttonwood in that county. Said report is as follows:

May 27th, 1909.

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

Gentlemen: Referring to the communication of Atchison & Knight, wherein they ask whether or not, under the provisions of Section 996, General Statutes of Florida, the timber or trespass agent of the State has the right to seize timber cut upon the public lands without arresting anyone for the trespass. I beg to advise that it seems that our court of last resort has never passed upon this question. It is my opinion, however, that the statute con-

templated that the stolen timber could be seized and sold as therein provided, even though no one is arrested for the cutting or removing thereof. The person so seizing timber should be able to make sufficient proof that it was timber stolen from State lands.

Respectfully submitted,

PARK TRAMMELL, Attorney General.

The expense account of P. F. Jenkins, Superintendent of Drainage, from May 1st to May 20th, 1909, was presented, and upon examination thereof it was found to contain various items representing living expenses at headquarters, Miami, Fla. As the payment of these expenses by the Trustees has been a matter of controversy between the Trustees and the Superintendent of Drainage, since his employment, he having understood the terms of his employment to be \$200.00 per month and all expenses, and the Minutes showing, and the understanding of the Trustees on the subject being that it was \$200.00 and all actual traveling expenses, the Secretary was directed to read the correspondence between the Trustees and Mr. Jenkins relative to his employment. Said correspondence showing that the Trustees were correct as to the terms of employment, the Secretary was directed to spread same on the Minutes and furnish Mr. Jenkins with a copy of same, and to audit said account, deducting therefrom all living expenses. He was also directed to advise Mr. Jenkins that it is the custom of all employees of the State to pay their own living expenses while at headquarters, the State paying all traveling expenses when on business for the State. The correspondence between the Trustees and Mr. Jenkins is as follows:

(Telegram.)

Tallahassee, Fla., January 23, 1909.

Mr. P. F. Jenkins, Sylvania, Ga.

Trustees have fixed salary of Superintendent of Drain-

age at one hundred and seventy-five dollars per month and board on dredges and actual traveling expenses. Duration of employment at the pleasure of the Trustees. If elected, would you accept?

ALBERT W. GILCHRIST, Governor.

(*Telegram.*)

Sylvania, Ga., Jan. 26, via Rocky Ford, Ga., 26.

Albert W. Gilchrist, Governor, Tallahassee, Fla.

Dear Sir: Your telegram of the 25th was received late yesterday and I answered it as soon as I could. I thank you very much for the offer of the position and would be glad to accept it if the Trustees could have made the salary large enough to enable me to do so, but, if I understand the duties of the position, I think the compensation inadequate. I am now working for a little one-horse railroad and they are paying me in round figures \$190.00 per month, and I have not worked for less than that for several years and do not think I would be doing myself justice to do so. It is a great disappointment to me, for I am very anxious to come back to Florida, and I would especially like to do work in that section of the State. If the appointment is not filled when this reaches you, and the Trustees can see their way to making the salary say \$200.00 and expenses, wire me, and I will come at once. Again thanking you for your interest in me and wishing you all good luck, I am, yours very truly,

(Not Signed.)

January 29, 1909.

Mr. P. F. Jenkins, Sylvania, Ga.

Dear Sir: I wired you "Come at once. Two hundred dollars and all traveling expenses. When will you arrive?" I wish to impress upon you the necessity of arriving here as soon as possible. Wire reply.

Very truly yours,

ALBERT W. GILCHRIST, Governor.

The account of the Florida East Coast Railroad for \$356.80, freight transported for Trustees during the month of April, was ordered audited and paid.

The following bond and contract of Peter T. Knight and Alfred Atchison were ordered spread on the Minutes:

This indenture, made and entered into this the 21st day of April, A. D. 1909, by and between the Trustees of the Internal Improvement Fund of Florida and Peter T. Knight and Alfred Atchison, both of Key West, Monroe County, Florida;

Witnesseth: That for and in consideration of the sum of four thousand dollars (\$4,000.00) lawful money of the United States, payable in five (5) equal payments of eight hundred dollars (\$800.00) each, as follows: Eight hundred dollars (\$800.00) cash, eight hundred dollars (\$800.00) on the first day of April, 1910, eight hundred dollars (\$800.00) on the first day of April, 1911, eight hundred dollars (\$800.00) on the first day of April, 1912, eight hundred dollars (\$800.00) on the first day of April, 1913. The said parties of the first part, for themselves and their successors, do hereby sell to the parties of the second part and their assigns, the right and privilege for and during the period of five years from the date hereof to cut the buttonwood timber from any and all of the swamp and overflowed lands located, lying and being in the County of Monroe, and State of Florida, owned and held by the said parties of the first part, which was granted to the State of Florida under the Act of Congress of September 28, 1850, upon the following terms and conditions:

The said parties of the second part agree that they will not use any of said land for any other purpose and will not remove therefrom any earth or material of any kind except the wood known as buttonwood, and that in the event of any violation of this provision, or the failure to make any of the payments hereinbefore provided for,

that their right to cut such buttonwood will terminate and that the full amount that may then be unpaid of the purchase money shall become due and payable, but upon the payment thereof, with interest at the legal rate, the parties of the second part shall have the right to continue cutting and removing the buttonwood until the expiration of five years from the date hereof.

The said parties of the second part further agree to furnish a bond satisfactory to the parties of the first part, in the penal sum of four thousand dollars (\$4,000.00) for the faithful performance of the provisions of this agreement.

In testimony whereof, The parties of the first part and the parties of the second part have hereunto set their hands and seals, on the day and year first above written.

Witnesses as to signature of Trustees:

W. M. McINTOSH, JR.

C. C. EDWARDS.

ALBERT W. GILCHRIST, (L. S.),
Governor.

A. C. CROOM, (L. S.),
Comptroller.

W. V. KNOTT (L. S.),
Treasurer.

PARK TRAMMELL (L. S.),
Attorney General.

B. E. McLIN (L. S.),
Commissioner of Agriculture.

Trustees of the Internal Improvement Fund of the State of Florida.

Witnesses as to both signatures:

GEORGE L. BARTLUM.

STEPHEN F. LOWE.

PETER T. KNIGHT (L. S.)

ALFRED ATCHISON (L. S.)

STATE OF FLORIDA,

County of Monroe.

Know All Men by These Presents, That we, Peter T. Knight and Alfred Atchison, as principals, and George L. Bartlum and Stephen F. Lowe, all of Key West, Fla., as sureties, are held and firmly bound unto the Trustees of the Internal Improvement Fund of the State of Florida, and their successors in office, in the sum of four thousand dollars, lawful money, for the payment whereof well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, dated this 30th day of April, 1909.

The condition of the above obligation is such that, Whereas, The above bounden Peter T. Knight and Alfred Atchison did, on the twenty-first day of April, A. D. 1909, enter into an agreement with the Trustees of the Internal Improvement Fund of the State of Florida, a copy of which is hereto attached.

Now, therefore, If the said Peter T. Knight and Alfred Atchison shall faithfully carry out the said agreement and pay over the money as therein provided to be paid, then this obligation to be void, else to be and remain in full force and virtue.

PETER T. KNIGHT (L. s.)
 ALFRED ATCHISON (L. s.)
 GEORGE L. BARTLUM (L. s.)
 STEPHEN F. LOWE (L. s.)

CHARLES J. CURRY.
 CHARLES C. WILLIAMS.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., June 3, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 Park Trammell, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

Upon consideration of a communication from Hudson & Boggs in regard to threatened application for injunction in re condemnation proceedings now pending in the Circuit Court, through the lands of James G. and Elizabeth Hunter, it was

Resolved, That the proposition for compromise, and also for a cash deposit, be declined and that the Attorney General be requested to co-operate with Hudson & Boggs in the matter and take such steps as in his judgment might be held to be best to protect the interests of the Trustees and to prevent the issue of the temporary injunction, if applied for.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., June 8, 1909.

The Trustees met in Executive Office.

Present:

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

Communication being read from Mr. Jenkins relating

Tallahassee, Fla., June 8, 1909.

The Trustees met in Executive Office at 3:30 p. m.

All present.

After consideration of the application to purchase eighty acres of land by Mr. J. H. Johnson, to-wit: the south half of northwest quarter, Section 14, Township 51 South, Range 41 East, and the recommendation of Hon. I. N. Withers, who was sent by the Trustees to examine into the claims of the settlers in this township, that Mr. Johnson be allowed to purchase eighty acres of land in said section at \$3.00 per acre, the Commissioner of Agriculture was directed to issue deed to Mr. J. H. Johnson for the eighty acres wanted by Mr. Johnson as soon as the purchase money was remitted.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., June 11, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Mr. J. H. Tatum appeared before the Trustees and presented the following, which was ordered spread upon the Minutes:

Jacksonville, Florida, June 7, 1909.

*Purchase of Half Interest in Lands Included in Palatka
& Indian River Railway Certificate.*

Trustees of Internal Improvement Fund, Tallahassee,
Florida.

Gentlemen:—At a conference of the Trustees of the Internal Improvement Fund held at Tallahassee on August 19th, 1908, relating especially to the matter of ordering and contracting for two modern steel hull dredges, to be constructed for the purpose of digging canals in connection with the drainage of the Everglades, it was found that the money on hand was inadequate for the purpose and the necessities of the proper management of the Fund, as then considered by the Trustees, and to make further settlements with railroad land grant claimants, even those holding certificates or contracts for the conveyance of lands therein described when patented, usually called certificates, issued about 1888.

At this meeting I suggested to the Trustees that one half of the lands described in a certificate or contract issued by the Trustees of the Internal Improvement Fund about 1888, to the Jacksonville, Tampa and Key West Railway Company, No. 18835, embracing 134,400 acres, situated in Dade County, Florida, being Townships 54, 55, 56, 57, 58 and 59, in Range 37, except the 16th sections in each township, which certificate has been recorded in Book "C," page 433, public records of Dade County, Florida, on April 29th, 1889, afterwards transferred and assigned to the Palatka & Indian River Railway Company, and subsequently to other assignees, should be purchased and assigned to the Trustees of the Internal Improvement Fund, or their order, for the sum of \$6,700.00 cash.

AUTHORITY TO SELL LANDS.

After considering the proposition the Trustees determined that it would be very advantageous to make such settlement, but that they did not see their way clear to do so for lack of funds. That they would gladly do so, if lands could be sold at \$1.00 per acre on the South shore of Lake Okeechobee sufficient to make such purchase. Upon this suggestion I agreed to sell a sufficient acreage of land, lying south of Lake Okeechobee, owned by the Trustees up

to 10,000 acres at \$1.00 per acre net to the Trustees for the purpose of applying \$6,700.00 of the proceeds of said sales to the purchase of one-half of the lands embraced in said certificate, or contract, which was agreed to, and I presented the matter to two firms or purchasers, one of them being J. H. Tatum; whether he was acting for himself individually or for the firm of J. H. Tatum & Company, I am not advised, and was authorized by both parties to make draft on them for the money upon completion of said negotiations for the acreage of land situated on the South shore of Lake Okeechobee, at \$1.00 per acre, net to the Trustees, up to 10,000 acres, and so far as I know the money was subject to my draft or order from about the 22nd of August, 1908, until negotiations were concluded, and since, for that matter.

Immediately following the agreement with the Trustees to sell lands, and authorization of the Trustees to purchase one-half of the lands embraced in said certificate as referred to, the proposition was agreed to between myself and Mr. J. C. Cooper, representing the owners of the title to said lands, viz., Frank Q. Brown, of New York, as Receiver of the Florida Commercial Company, and Robert J. Edwards and Francis L. Chapin, surviving executors of the Estate of Jacob Edwards, of Boston, and deeds, conveyances and assignments were ordered by Mr. J. C. Cooper to be executed and forwarded to him in accordance with our agreement. Some of the grantors named were abroad, and the execution of the conveyances was delayed, as will appear by the dates of the execution thereof, which occurred about December 29th, 1908. In the meantime, abstracts of the title to said lands were furnished me by Mr. J. C. Cooper, showing the record status of said title, as it appears on the public records of Dade County. This was followed by an examination of the records under my direction in the Counties of Putnam and Hillsboro, relating to the appointment of Frank Q. Brown, his authority under the order of the Court as such Receiver, etc., which

examination was likewise conducted by Mr. Cooper, and copies of the orders were procured and are attached to the original papers delivered to me by Mr. Cooper. The proposed purchaser also required an investigation of the title of the Trustees of the Internal Improvement Fund to the lands lying south of Lake Okeechobee owned by them, embraced in said negotiation. It was found upon examination, that the reservation of the Disston Land Company, afterwards alleged to have been assigned to the United Land Company, and embraced in the suit of the United Land Company against the Trustees of the Internal Improvement Fund in the Circuit Court of Dade County, Florida, under a bill praying for specific performance, the conveyance of said lands to the United Land Company, etc., which was objectionable to the purchasers and delayed the closing out of said sale.

During the month of November, 1908, contracts had been entered into for the purchase of large areas of Everglades lands, and large sums of money had been paid into the Fund on account thereof, which relieved the financial condition of the Fund, and had a tendency to increase the price of the land lying south of Lake Okeechobee, so much so, that it was suggested by the Trustees, at or about that date, that they would dislike to sell lands lying south of Lake Okeechobee at the price of \$1.00 per acre. Later on, other sales were concluded. About December 7th, 1908, I was notified of the return of the parties and that the deeds would be forthcoming. I then made special effort to raise the money according to agreement, notwithstanding the condition of the title to the lands lying south of Lake Okeechobee and the wishes of the Trustees previously expressed to me relating to the matter of preferring not to sell lands lying south of Okeechobee at \$1.00 per acre, and in order to conclude the negotiation, one of the purchasers agreed to select lands in the lower part of Township 54, Ranges 39 and 40, but as I understood the proposition, at a lower price, as will appear by the following telegrams:

"Jacksonville, Florida, Dec. 7th, 1908.

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

"Shall I conclude negotiation Cooper certificate by conveyance 6,700 acres south of Okeechobee, or do you prefer conveying 8,000 acres embracing Section 4, Township 54, Range 40, balance taken lower part of Township 54, Range 39 and 40?

"W. S. JENNINGS."

To this the Trustees replied as follows:

"Tallahassee, Florida, December 7th, 1908.

"W. S. Jennings, Jacksonville, Florida:

"Telegram received Trustees prefer conveying 8,000 acres in lower part of Township 54, Ranges 39 and 40, with right to Cooper to select another section in place of Section 4, which is in Tatum deal.

"W. M. McINTOSH, Jr., Secretary."

Immediately following this telegram I was called to Washington, at the instance of the Trustees, on matters relating to the public lands, and was absent about a week. Upon my return I found that the United Land Company was negotiating for a settlement of its claim, but that in its settlement it had selected lands owned by the Trustees immediately south of Lake Okeechobee, so that when the title to the land was freed from the claim of the United Land Company, the lands themselves were likewise conveyed to the Company, which made it impossible for the Trustees to carry out this part of their agreement with me on the subject. This was immediately followed by a negotiation taken up rather abruptly with Mr. R. J. Bolles which were agreed to on or about the 15th of December, under which negotiation, the greater part of the sections formerly selected by the purchasers lying in Township 54, Ranges 39 and 40, were conveyed to Mr. Bolles, thus de-

prising the proposed purchaser of his third selection without any fault on his part.

After the Bolles sale and the apparent increase of funds on hand and in view, placing the Internal Improvement Fund in an independent financial condition, the negotiation not having been concluded prior to the change in administrations, though the agreement had all been entered into in good faith, accepted and deeds ordered three months previously, and executed in due course and tendered prior to the change in administrations, the present Trustees expressed a preference for paying for the conveyance of said certificate, or one-half of the lands, embraced therein according to said negotiation, in cash, and instructed me to draw a draft on them for the sum of \$6,700.00 in payment therefor, which was done, and the papers delivered to me have been held in escrow in accordance with the reports made relating thereto, for the purpose of having conveyances made to the State Board of Education if found practicable, which has not been accomplished, the parties having been appealed to a second time by Mr. J. C. Cooper, and having declined, or at least failed to execute new papers, the original documents and title papers received are handed you herewith, all of which, as I understand from conferences with the Trustees and correspondence that has followed, especially referred to in my conferences with the Trustees and in my letter to the Attorney General of February 25th, last, on the subject, has left the matter open for the Trustees to determine whether or not the proposed purchasers are entitled to any consideration in the premises or not, and, if so, that the Trustees should as a matter of justice to them make such satisfactory settlement and adjustment of the matter as in their good judgment should be done, and to this end, I can only report that Mr. J. H. Tatum authorized me to make a draft on him for the amount of money necessary, within a very few days after authority was granted to make the sale,

August 18th, 1908, and has frequently made inquiry and urged settlement of the negotiation to the end that he might procure a deed to the lands, and probably at some inconvenience and considerable expense, as he has visited my office in Jacksonville certainly five or six times on the subject during the past five or six months; whether he was here for the express purpose of closing out this particular transaction, or in connection with other transactions, I am not advised, but that he has anxiously sought to close out the negotiation at any and all times that the matter has been mentioned since the negotiation began, I must admit.

It may be proper to state in this connection that other transactions of considerable magnitude have been conducted by Mr. Tatum and his company, involving the payment of quite large sums of money, even larger than the one under consideration, and that in each and every instance where the payment of money has been involved, it has been fully and promptly made, according to his agreement, as the records of the Trustees will bear witness.

Yours very truly,

W. S. JENNINGS.

Whereupon Mr. Tatum stated that he was ready to proceed with the negotiations for the purchase of the lands mentioned in Mr. Jennings' letter, for which he now offers \$3.00 per acre, one-half cash, one-half to be paid in six months, with interest at 8 per cent.

Whereupon the Board unanimously decided not to accept Mr. Tatum's proposition.

The following telegram was presented:

Miami, Florida, June 11, 1909.

Park M. Trammell, Attorney General, Tallahassee, Fla.

Court grants Hunter injunction until three thousand dollars deposited to await condemnation proceedings.

HUDSON & BOGGS.

Whereupon it was ordered that the Trustees deposit \$3,000.00 in accordance with said order of the court, and that the Secretary wire the Bank of Bay Biscayne at Miami, to put \$3,000.00 at the disposal of Hudson & Boggs to be used in compliance with the order of the Court.

The Commissioner of Agriculture presented request from Mr. E. N. Worley of Fort Lauderdale, Florida, to put a six inch pipe from the north side of canal opposite his house on south side of canal, and his reply thereto, and he was directed to refer same to Mr. P. F. Jenkins, Superintendent of Drainage, for his consideration and advice in the matter.

Mr. G. A. Latham, of Jacksonville, Fla., having agreed to pay \$1,000.00 for the unsurveyed marsh lands lying between Big and Little Talbot Islands in Township 1 North, Range 29 East, Nassau County, containing 758 acres, the amount agreed upon by the Trustees at their meeting held April 20, 1909, the Commissioner of Agriculture was directed to prepare notice for bids on this land, one copy of the notice to be published in a newspaper in Fernandina, Fla., and the other to be published in a newspaper in Tallahassee, Fla.

Messrs. William Bascom, M. M. Hall and H. Sewell having applied to enter land in the Drainage District at 25 cents per acre, the Commissioner of Agriculture was directed to write these gentlemen that their applications are rejected for the reason that the Act which allowed parties to enter lands as a home at 25 cents per acre has been amended, which amendment exempts lands within the Drainage District from the application of said Act.

Messrs. J. B. Coombs and C. W. Coombs were allowed to enter eighty acres of land each, in Township 51 South, Range 41 East, upon the recommendation of Hon. I. N. Withers, at \$3.00 per acre, as said parties had made certain clearings on these lands, and the Commissioner of Agriculture was directed to write these gentlemen that they could purchase eighty acres of land each at \$3.00

per acre. The recommendation of Hon. I. N. Withers being embraced in his report filed in the office of Commissioner of Agriculture, which report was adopted by resolution of Trustees, dated January 16, 1908.

Pay roll of the officers and employees in dredging operations for the month of May, amounting to \$5,147.60. was ordered paid.

The following statement was presented by the Secretary and ordered spread upon the Minutes:

Balance on hand May 1, 1909	\$ 45,647.59
Land sales in May, 1909	627.26
Interest on deposits	181.42
	<hr/>
	\$ 46,456.27
Less disbursements in May, 1909, as per annexed detailed statement	15,590.00
	<hr/>
Balance on hand June 1, 1909	\$ 30,866.27

Reconciliation.

Balance on hand June 1, 1909..	\$ 30,866.27
Checks deposited in banks for collection, for which land entries have not yet been made	608.64
	<hr/>
	\$ 31,474.91
Deposits in banks June 1, 1909, as per detailed statement....	\$ 30,780.78
Cash and cash items	694.13
	<hr/>
	\$ 31,474.91

Balance June 1, 1909.

The Bank of Bay Biscayne.....	\$ 630.77
Exchange National Bank.....	8,125.04
Barnett National Bank.....	657.26
State Bank of Florida.....	3,709.48

Citizens' Bank and Trust Company.....	5,018.98
Capital City Bank of Tallahassee.....	5,863.32
First National Bank of Tallahassee.....	6,775.93
	\$ 30,780.78

Disbursements for Month of May, 1909.

Date.	Voucher No.	Amount.
May 1	1982—Bank of Bay Biscayne, pay rolls for drainage work during month of March....	\$ 3,658.79
May 1	1983—John T. Costa, chief clerk in Salesman's office	150.00
May 1	1984—O. M. Jacobie, clerk in Salesman's office	125.00
May 1	1985—J. M. Dell, services in Land Office at Gainesville.....	125.00
May 1	1986—Carrie C. Edwards, services as stenographer	83.33
May 1	1987—W. M. McIntosh, Jr., Secretary	41.66
May 1	1988—Caloosahatchee River S. S. Line, towing dredge Caloosahatchee	755.00
May 4	1989—A. C. Croom, expenses trip to Jacksonville to confer with U. S. Engineers	9.25
May 11	1990—Knight & Wall Company, fixtures for dredges.....	74.31
May 11	1991—W. J. Berry & Co., plumbing on dredges	5.65
May 11	1992—The Standard Motor Construction Company, two sets ignitors for engine at \$15.00	30.00
May 11	1993—P. F. Jenkins, expense account and office rent for April 1909	144.03

May 11	1994—E. T. King, building lighter and furnishing all hardware, etc.	242.17
May 11	1995—Georgia Supply Company, hardware for dredges.....	47.21
May 11	1996—Western Union Telegraph Co., telegraph account for April.	26.38
May 11	1997—T. Murphy Iron Works, dipper teeth, placing same in position and other iron work	265.06
May 25	1998—The J. A. McDonald Company, lumber for dredge Miami	167.53
May 25	1999—Bank of Bay Biscayne, pay roll for April, 1909	4,645.89
May 25	2000—Tampa Foundry and Machine Company, storage tank for water on Caloosahatchee...	40.00
May 25	2001—W. J. Huffstettler, lighter for dredges	950.88
May 25	2002—Featherstone Foundry and Machine Company, repairs to Okeechobee and Everglades	710.79
May 25	2003—J. W. Watson, hardware for dredges	422.03
May 25	2004—Stranahan & Co., supplies for Everglades, Okeechobee, ship yard and Superintendent's office	700.96
May 25	2005—The Miami Printing Company, ledger sheets and postals for Superintendents' office	18.50
May 25	2006—Mrs. Mary Brickell, rent of Lots 7 and 8, Block 25, from September 1, 1906, to March 1, 1909	125.00

May 25	2007—Western Union Telegraph Co., telegrams for Attorney General's office on Trustees' business .....	.87
May 25	2008—Mrs. Emma Shepard, laundry and vegetables for dredge Caloosahatchee in April....	7.25
May 25	2009—Florida East Coast Ice Co., ice for Miami	2.70
May 25	2010—City Market, Fort Myers, Fla., meats for dredge Caloosahatchee	15.20
May 25	2011—J. W. Carraway, vegetables for dredge Caloosahatchee..	6.22
May 25	2012—Phillips & Dyches, groceries for Caloosahatchee	44.79
May 25	2013—John W. Newman, postage account for April .....	.98
May 25	2014—Henry A. Hendry, hardware and oil for Caloosahatchee.	30.20
May 25	2015—Carl F. Roberts & Co., lumber for dredges	96.46
May 25	2016—Seminole Power and Ice Co., ice for Caloosahatchee.....	33.00
May 25	2017—C. S. Woodring, hardware for Caloosahatchee	9.65
May 25	2018—E. E. Goodno, for E. Carlton wood for Caloosahatchee...	132.50
May 25	2019—Miami Market, meat for the Miami	8.50
May 25	2020—L. L. Dodge, meat for dredge Everglades	4.75
May 25	2021—Wm. C. Robinson & Son Co., oil for dredge Okeechobee..	30.60
May 25	2022—J. E. Lummus & Sewell, dynamite for Okeechobee.....	370.00
May 25	2023—P. Ullendorff, meat for Okeechobee and Everglades.....	79.00

May 25	2024—Frederick & Butler, engineering work on Miami route...	40.00
May 25	2025—C. D. Lefler, groceries for Miami	124.38
May 25	2026—Georgia Supply Company, hardware for dredges.....	457.91
May 25	2027—Charles Pratt, C. E., services as engineer	2.50
May 25	2028—Park Trammell, expenses to New Orleans to represent Trustees in re Peters vs. Trustees, and to DeLand in re Root vs. Trustees.....	62.50
May 31	2029—Florida East Coast Railway Company, freight transported for Trustees during April, 1909	356.80
May 31	2030—P. F. Jenkins, expense account from May 1st to May 20th	108.82
	Total	<u>\$ 15,590.00</u>

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., June 17, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park M. Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Communications from J. G. Kellum, Chief Clerk of the

House of Representatives, were read and ordered spread upon the Minutes, as follows:

Tallahassee, Fla., June 15, 1909.

Hon. W. M. McIntosh, Secretary to the Trustees of the Internal Improvement Fund, Tallahassee, Fla.

Dear Sir: In accordance with House Resolution No. 138 I am herewith enclosing you certified copy of House Resolution No. 131, which you will find self-explanatory. In accordance with the provision of House Resolution No. 141, I am also enclosing you a certified copy of the said resolution.

Yours very truly,

J. G. KELLUM, Chief Clerk.

HOUSE RESOLUTION NO. 131.

Resolved, by the House of Representatives, That in view of the magnitude of the operations involved in the drainage of the swamp and overflowed lands of the State, and of the vast importance thereof, and of the great benefit to be derived therefrom, it is of vital interest to the people of the State that the drainage operations now being conducted by the Trustees of the Internal Improvement Fund should be prosecuted with vigor and economy to the end that large areas of immensely valuable lands may be placed upon the market by the State to secure desirable immigrants and to encourage the development and use of the almost limitless natural resources of the State, thereby increasing the wealth of the State and leading to a corresponding reduction in tax burdens. It is earnestly recommended that the Trustees use every proper means in their power to facilitate the work of drainage and reclamation at the lowest possible cost, and that some one of the Trustees do make personal visits to and careful inspection of said drainage operations, and all the details thereof, at frequent intervals, in order that

the Trustees and the public may be kept fully advised of the progress of the work.

I certify that the foregoing is a true and exact copy of the resolution adopted by the House of Representatives on June 1st, 1909.

J. G. KELLUM,
Chief Clerk of House of Representatives.

HOUSE RESOLUTION NO. 141.

Resolved, by the House of Representatives, That it is the sense of the House that the Board of Drainage Commissioners of the State of Florida are to be congratulated upon the successful outcome of the litigation against the railroad land grant claimants that have refused to share in the burden of draining and reclaiming their own lands within the drainage districts created in the wisdom of the Legislature of Florida, and that the Board should continue vigorously their efforts to enforce the law.

And further, That the Chief Clerk transmit a certified copy of this resolution to the Honorable Board of Drainage Commissioners of the State of Florida.

I certify that the foregoing is a true and exact copy of the resolution adopted by the House of Representatives on June 4th, 1909.

J. G. KELLUM,
Chief Clerk of House of Representatives.

The resignation of Miss Carrie C. Edwards as stenographer and typewriter for the Trustees, to take effect June 15th, 1909, was read, and the resignation was reluctantly accepted. The Secretary was directed to convey to Miss Edwards the most sincere appreciation of her valuable services and their commendation of her ability and faithful attention to duty. Mrs. Hardy C. Croom was duly elected as the successor of Miss Edwards, and

the Secretary was directed to so inform her and to request that she report for duty immediately.

The following accounts were presented and ordered paid:

Georgia Supply Co., hardware for dredges.....	\$ 334.48
The C. H. Lyne Foundry and Machine Company, repairs, etc., etc., for dredges and ship yard	620.13
Frank T. Budge, hardware for dredges.....	365.80
Knight & Wall Co., hardware for dredges.....	77.88
R. A. Henderson (for C. A. McDougald), for 112 cords of wood	336.00
P. N. Bryan & Sons, wood 210½ cords.....	842.00
Tampa Foundry and Machine Company, hardware for dredges	1,806.82
Robert A. Henderson, supplies for Caloosahatchee	245.41
The H. E. Heitman Company, supplies for Caloosahatchee	168.60
J. W. Watson, hardware for dredges.....	842.83
Featherstone Foundry and Machine Company, repairs for dredge Okeechobee.....	187.32
Stranahan & Co., supplies for dredges.....	630.81
C. D. Leffler, supplies for dredge Miami.....	251.59
J. E. Lummus & Sewell, supplies for dredges Miami and Okeechobee	362.50
Merrill-Stevens Company, supplies for dredges..	55.25
Smith's Book Store, office supplies.....	28.10
Biscayne Lumber and Supply Company, lumber for repairs on dredge Miami.....	34.55
Z. T. Merritt, for recording leases, to Trustees..	3.00
Standard Oil Company, supplies to Caloosahatchee	24.13
A. Stewart, laundry for dredges Everglades and Okeechobee	5.95
Lainhart & Potter, lumber for repairs on dredge Everglades	38.00

Fort Myers Meat Market, Fort Myers, supplies for Caloosahatchee	49.10
The J. A. McDonald Company, lumber for supplies for dredge Miami and ship yard.....	155.31
A. K. Parker, vegetables for Everglades.....	7.05
Y. Rodes & Son, batteries for ship yard.....	1.20
Michigan Lubricator Company, hardware for dredge Okeechobee	10.67
Y. M. Dykes, repairs, etc., for dredge Miami....	25.25
G. F. Cook & Co., services towing dredge Miami to head of Miami River	16.25
Miami Market, supplies for Miami	15.55
W. I. Huffstetler, supplies for Miami.....	54.70
Florida East Coast Ice Company, ice for Miami.	5.40
The Cameron & Barkley Company, hardware for Caloosahatchee	74.95
Phillips & Dyches, supplies for Caloosahatchee.	7.50
Seminole Power and Ice Company, ice for Caloosahatchee	33.80
Henry A. Hendry, supplies for dredge Caloosahatchee	23.75
Florida East Coast Railway Company, freight transported during May	114.23
P. F. Jenkins, expense account from May 21st to June 10th, inclusive, and other items.....	181.88
Capital Publishing Company, printing pay roll for drainage, vouchers for dredges, etc.....	71.50
Hudson & Boggs, expense account Mr. Boggs for trip to Orlando in injunction matter re Hunter	12.67
Southern Express Company, express on papers in case Root vs. Cordner and Trustees I. I. Fund .....	.25

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., June 23, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following communication from P. F. Jenkins was referred to the Trustees by Hon. B. E. McLin:

Miami, Fla., June 21st, 1909.

Hon. B. E. McLin, Commissioner of Agriculture, Tallahassee, Fla.

Dear Sir: Referring to your letter of June 18th in regard to boiler on the Okeechobee, I beg to say that the boiler now in use on this boat (locomotive type) has been in use only thirty months and it had to be patched first when it had only been used fourteen months, and since then four more patches have been put on, and at present the boiler is leaking in the four lower corners of the fire-box and lower side of fire-door opening.

I am just back from the West Coast, so did not have a chance to go over this matter with Mr. Broward, but Mr. Savage, the engineer I have in charge on this side, did talk the matter over with him, and Mr. Broward told him that in his opinion we need a marine boiler, and that in his opinion it will cost about \$1,400.00 to repair the boiler we are now using on this boat.

I have bids for the new marine boiler (all based on blueprints of the boiler on the Everglades), ranging from \$4,470.81 to \$2,070.00; all of these bids are made by responsible firms. You can see from this that it would be bad judgment to spend \$1,400.00 to repair a boiler which had only lasted fourteen months before repairs were necessary, when a new boiler, of the type needed, can be bought for a little over \$600.00 more than the cost of

repairs, and I think it would be possible to sell the old boiler for something, which would cut cost of the new boiler still more.

If it is decided to put in the new boiler, I will send in the bids with my recommendation as to who should get the contract.

Another reason why I am in favor of putting in the new boiler is the fact that very much less time will be lost by the boat.

I figure that the new boiler can be put in in one-half of the time it will take to put in new fire-box, etc.

I will be obliged if you will take this up with the balance of the Trustees at once and let me know what is the decision of that body, as the matter should be attended to quickly.

Very truly yours,

P. F. JENKINS, Superintendent.

After consideration of which the Trustees directed the Secretary to write P. F. Jenkins as follows:

Tallahassee, Fla., June 24th, 1909.

Mr. P. F. Jenkins, Superintendent, Miami, Fla.

Dear Sir: Your letter of the 21st instant, addressed to Hon. B. E. McLin, Commissioner of Agriculture, was presented to the Trustees of the Internal Improvement Fund of the State of Florida, and I was directed to say in reply thereto that the Trustees agreed that the Scotch marine boiler is the best type to be used on the dredge Okeechobee, but they recognize the difficulty in getting the new boiler from the railroad station over the dams to the dredge. If this difficulty can be satisfactorily overcome, and you are still prepared to recommend the new boiler, you will please send the bids made to you for such boilers, with description or specifications of each, and a recommendation of the boiler which you

deem to be best, and the Trustees will take the matter up.

Yours very truly,

W. M. McINTOSH, JR., Secretary.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., June 29, 1909

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The matter of forty acres of land authorized by the General Land Office to be entered as indemnity for S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, Section 3, Township 17, Range 22, South and East, was taken up and referred to I. N. Withers, Agent, to investigate and report when he found a suitable tract of forty acres to have patented.

The matter of issuing a quit-claim deed to the heirs of Daniel Johnson, who held title to the E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$, Section 28, Township 3 South, Range 17 East, through Martin H. Freeze, who purchased said land of the State and paid for it in full, but the records in the office of Commissioner of Agriculture does not show any deed as having issued, the Commissioner of Agriculture was directed to prepare deed to said above described land to the heirs of said Daniel Johnson, the abstract of title showing clearly that the title remains in said Johnson, and the certificate of the County Judge of Columbia County showing that the heirs of Johnson are Henry Johnson, Pearl Bennett, wife of W. G. Bennett, and Jessie Williams, wife of C. C. Williams.

A. R. Curl was, after due consideration, allowed to purchase N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ and S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Section 22, Township 5 South, Range 13 East, at \$2.00 per acre.

Application of Louis W. Loudon to purchase 160 acres of land in North Flamingo at \$1.25 per acre was presented, and the Trustees decline to sell.

The Commissioner of Agriculture presented certain matters, including Wilson Cypress Company's case, which were turned over to the Attorney General for investigation.

The following resolution was introduced and unani- mously adopted:

Resolved, That the Comptroller and Attorney General be, and are hereby requested, to visit the scene of the drainage operations now being carried on and conducted by the Trustees of the Internal Improvement Fund of the State of Florida on the East Coast of the State of Florida near Miami and Fort Lauderdale, and also on the West Coast along the Caloosahatchee River, and to make a thorough and complete investigation of all the matters connected with the drainage operations, including the methods adopted, the manner of carrying out same, the agents and employees employed in the operations, the time and manner of work carried on by them, the condition of the dredges and other property of the Trustees, the manner in which the dredging operations are carried on, the method and manner in which the office of the Superintendent is conducted, the work required to be performed by the clerical force in the office, and the manner in which it is carried on, the condition of the dams in the canals and the location thereof, and all other matters and things in any way appertaining or belonging to the dredging operations insofar as relates to the interests of the Trustees of the Internal Improvement Fund, with full power to demand and receive from any employee of the Trustees full and explicit information as to any and all

things that may relate in the remotest degree to the successful prosecution of the dredging operations, and with such other and further plenary powers as could be exercised by all of the Trustees if they were present, and to do and perform such other and further acts as in their judgment may be deemed to be necessary or advantageous to the Trustees as fully and completely as if all the Trustees were present, and to make a full and complete report to the Trustees of their findings, directions and orders given.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Florida, July 14, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were ordered paid:

W. & L. E. Gurley, one leveling rod.....	\$ 6.00
P. Ullendorff, meats for dredges.....	62.25
W. I. Huffstettler, supplies for dredges.....	31.90
Miami Market, meats for dredges.....	37.15
Smith's Book Store, office supplies.....	5.60
Dade County Furniture Company, cots and furnishings	59.70
Standard Oil Company, oil for dredges.....	93.83
The McCrimmon Company, lumber for dredges..	263.07
The Cameron & Barkley Company, supplies, hardware for dredges	114.46

Knight & Wall Company, hardware for dredges . .	2.60
W. J. Rossie, pilings	18.00
J. E. Lummus & Sewell, dynamite for dredges . .	800.00
Florida East Coast Ice Company, ice for dredges	13.60
Alice Stewart, laundry for dredges	19.35
P. N. Bryan & Sons, wood for dredges	1,590.00
The J. A. McDonald Company, lumber for dredges	40.13
T. Murphy Iron Works, valves for dredges	31.50
J. A. Curry, traveling expenses	2.25
Caloosahatchee River Steamboat Line, freight . .	123.22
The H. E. Heitman Company, groceries	142.29
The Carl F. Roberts Co., building materials	57.12
E. Carlton, labor shovelling dirt off bridge ap- proach	50.40
E. E. Goodno, meats	16.50
C. A. McDougald, wood for dredges	297.00
Tampa Coal Company, coal for dredges	9.00
Seminole Power & Ice Company, ice for dredges .	29.90
Henry A. Hendry, hardware for Caloosahatchee .	72.35
John W. Fraser, merchandise for dredges	9.30
Mrs. Emma Shepard, laundry for dredges	19.45
The Gardenor Governor Company, valves, etc., for dredges	6.75
Hotel Supply Company, grocery supplies for Tal- lahassee	23.21
Jas. Pritchard & Son, spark coils for dredges . . .	24.00
Featherstone Foundry & Machine Company, re- pairs for dredges	186.23
E. C. Allen, towing boats	12.00
Byrd Fraser, meats	43.05
Capital Publishing Company, printing pamphlets	78.00
Gilmore & Davis Company, bookcase for Land Office	15.00
Western Union Telegraph Company, telegrams for Trustees	13.80
J. W. Watson, hardware	573.45

C. D. Leffler, groceries.....	338.57
Georgia Supply Company, hardware supplies...	914.49
Merrill-Stevens Company, hardware and supplies for tenders and dredges.....	1,937.90
Stranahan & Company, groceries for dredges....	577.03
Florida Electric Company, fixtures.....	12.60
P. F. Jenkins, expenses June 11th to July 10th..	139.36
E. E. Bates, expenses incurred in bringing tender Tallahassee from Jacksonville to Miami.....	28.80

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, Jr., Secretary.

July 16, 1909.

The Trustees met in the Executive Office.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Mr. Stevens, of the firm of Merrill-Stevens Company, of Jacksonville appeared before the Board and offered to have his expert gas engine man to go to Fort Lauderdale, at his own expense, the Trustees paying for his per diem while there at the rate of \$3.50 per day. While there, the man is for the purpose of testing the machinery and instructing the men there in the mode of handling it, which offer is accepted.

The Secretary was instructed to notify Mr. Jenkins that the Board wishes to have a monthly statement showing the progress of the different dredges. His attention is invited to the fact that he has not made such report since he has been there.

The Secretary was directed to wire Mr. Jenkins, at Fort Myers, advising him of the fact that the Comptroller and Attorney General will arrive at Lauderdale on Monday morning, and he is expected to be there, and to have him answer. Also to send a similar wire to Miami.

The following resolution was adopted:

Resolved, That upon inspection and test of the three tender boats, under supervision of Merrill-Stevens' expert, by the Comptroller and Attorney General, and their report to the Board that the boats are in accordance with specifications and contract, that Merrill-Stevens be paid the amount contracted for.

Account of E. E. Bates for expenses incurred in conveying tenders from Jacksonville to Miami was ordered paid.

The following statement was presented by the Secretary and ordered spread upon the Minutes:

Balance on hand June 1, 1909.....	\$ 30,866.27
Land sales in June, 1909.....	19,418.24
Note of S. M. Tatum, paid.....	5,000.00
	<hr/>
	\$ 55,284.51
Less disbursements in June, as per detailed statement	28,748.39
	<hr/>
Balance on hand July 1, 1909	\$ 26,536.12
Reconciliation.	
Balance on hand July 1, 1909	\$ 26,536.12
Checks deposited in banks for which land entries have not yet been made.....	720.00
	<hr/>
	\$27,256.12
Deposits in banks July 1, 1909, as per detailed statement....	\$ 23,562.39
Cash and cash items.....	3,693.73
	<hr/>
	\$ 27,256.12

Bank Balances July 1, 1909.

First National Bank of Tallahassee.....	\$ 7,460.94
Capital City Bank.....	4,813.33
Barnett National Bank.....	2,523.62
Bank of Bay Biscayne.....	483.17
Exchange National Bank.....	3,561.38
State Bank of Florida	2,277.26
Citizens' Bank and Trust Company.....	2,442.69
	<hr/>
	\$ 23,562.39

Disbursements for the month of June.

Date.	No. of Voucher.	Amount.
June 1	2031—John T. Costa, chief clerk in Salesman's office	\$ 150.00
June 1	2032—O. M. Jacobie, clerk in Sales- man's office	125.00
June 1	2033—J. M. Dell, clerk in Land Office at Gainesville.....	125.00
June 1	2034—Carrie C. Edwards, stenog- rapher for Trustees.....	83.33
June 1	2035—W. M. McIntosh, Jr., serv- ices as Secretary.....	41.66
June 10	2036—The Marion Steam Shovel Company, final payments on machinery for dredges Miami and Caloosahatchee	9,940.00
June 10	2037—Tampa Foundry and Machine Company, final payments on dredge Miami.....	4,500.00
June 10	2038—E. Carlton, pay for 130.93 cords of wood.....	327.32
June 10	2039—P. F. Jenkins, part of March expense account	45.69
June 10	2040—Reed A. Bryan, expense ac- count for February, 1909.	53.68

Date.	No. of Voucher.	Amount.
June 10	2041—W. S. Holloway et al., board paid by W. S. Holloway and others while working on dredge Miami before she was ready for occupancy	81.50
June 10	2042—Western Union Telegraph Company, telegrams for Trustees during month of May	5.45
June 12	2043—The Bank of Bay Biscayne, pay roll for employees and laborers on dredges for the month of May, 1909	5,147.60
June 21	2044—Georgia Supply Company, hardware for dredges....	334.48
June 21	2045—The C. H. Lyne Foundry and Machine Company, repairs, etc., for dredges and ship yard	620.13
June 21	2046—Frank T. Budge, hardware for dredges	365.80
June 21	2047—Knight & Wall Company, hardware for dredges....	77.88
June 21	2048—R. A. Henderson (for C. A. McDougald) for 112 cords of wood	336.00
June 21	2049—P. N. Bryan & Sons, 210½ cords of wood.....	842.00
June 21	2050—Tampa Foundry and Machinery Company, hardware for dredges	1,806.82
June 21	2051—Robert A. Henderson, supplies for Caloosahatchee.	245.41

Date.	No. of Voucher.	Amount.
June 21	2052—The H. E. Heitman Company, supplies for Caloosahatchee	168.60
June 21	2053—J. W. Watson, hardware for dredges	842.83
June 21	2054—Featherstone Foundry and Machine Company, repairs for dredge Okeechobee...	187.32
June 21	2055—Stranahan & Co., supplies for dredges	630.81
June 21	2056—C. D. Leffler, supplies for dredge Miami	251.59
June 21	2057—J. E. Lummus & Sewell, supplies for dredges Miami and Okeechobee	362.50
June 21	2058—Merrill - Stevens Company, supplies for dredges.....	55.25
June 21	2059—Smith's Book Store, office supplies	28.10
June 21	2060—Biscayne Lumber and Supply Company, lumber for repairs on dredge Miami.	34.55
June 21	2061—Z. T. Merritt, for recording leases to Trustees.....	3.00
June 21	2062—Standard Oil Company, supplies to Caloosahatchee..	24.13
June 21	2063—A. Stewart, laundry for dredges Everglades and Okeechobee	5.95
June 21	2064—Lainhart & Potter, lumber for repairs on dredge Everglades	38.00
June 21	2065—Fort Myers Meat Market, supplies for Caloosahatchee	49.10

Date.	No. of Voucher.	Amount.
June 21	2066—The J. A. McDonald Company, lumber for supplies for dredge Miami and ship yard	155.31
June 21	2067—A. K. Parker, vegetables for Everglades	7.05
June 21	2068—G. Rodes & Son, batteries for ship yard	1.20
June 21	2069—Michigan Lubricator Company, hardware for dredge Okeechobee	10.67
June 21	2070—G. M. Dykes, repairs, etc., for Miami	25.25
June 21	2071—G. F. Cook & Co., services towing dredge Miami to head of Miami River....	16.25
June 21	2072—Miami Market, supplies for Miami	15.55
June 21	2073—W. I. Huffstettler supplies for Miami	54.70
June 21	2074—Florida East Coast Ice Company, ice for Miami.....	5.40
June 21	2075—Cameron & Barkley Company, hardware for Caloosahatchee	74.95
June 21	2076—Phillips & Dyches, supplies for Caloosahatchee	7.50
June 21	2077—Seminole Power and Ice Co., ice for Caloosahatchee...	33.80
June 21	2078—Henry A. Hendry, supplies for dredge Caloosahatchee	23.75
June 21	2079—Florida East Coast Railway Company, freight transported during May.....	114.23

Date.	No. of Voucher.		Amount.
June 21	2080—	P. F. Jenkins, expense account from May 21st to June 10th, inclusive, etc.	181.88
June 21	2081—	Capital Publishing Company, printing pay roll for drainage, vouchers for dredges, etc.	71.50
June 21	2082—	Hudson & Boggs, expense account of Mr. Boggs for trip to Orlando in injunction matter re Hunter	12.67
June 21	2083—	Southern Express Company, express on papers in case of Root vs. Cordner and Trustees I. I. Fund..	.25
Total			\$ 28,748.39

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., July 21, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
 W. V. Knott, Treasurer.
 B. E. McLin, Commissioner of Agriculture.

The following letter from the Davie Realty Company was read and ordered spread upon the Minutes:

Colorado Springs, Colo., July 17th, 1909.

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

Gentlemen: On or about the 1st of November, 1908, our company bought from the State of Florida 80,000 acres of land at \$1.25 per acre, paying one-third cash, the balance in one and two years, with interest from May 1, 1909, at 6 per cent., and giving a mortgage back on the 80,000 acres for the sum of \$66,666.66.

We are anxious to release the southerly 34,000 acres and would be willing to pay a November payment, 1909, amounting to \$33,333.00, with interest to date of payment, making a total payment of about \$34,000.00. Will you kindly advise us whether or not you would be willing to release this land upon the above payment? We expect now to be able to pay you up in full about the middle of September of this year.

Trusting we may hear from you at an early date, we remain,

Very truly yours,

THE DAVIE REALTY COMPANY,

By A. J. Bendle, Secretary.

After considering the request of the Davie Realty Company, the Secretary was directed to reply as follows:

Tallahassee, Fla., July 21st, 1909.

The Davie Realty Company, Colorado Springs, Colo.

Gentlemen: Yours of the 17th instant came duly to hand and was presented to the Trustees of the Internal Improvement Fund of the State of Florida at a meeting held to-day.

I am directed by the Trustees to say in reply to your request for a release of 34,000 acres, upon the payment of your note due November 1st, 1909, with interest to date of payment, that the Trustees will release 34,000 beginning at the southern end of the original purchase

and taking in all the land in solid or detached bodies, as the case may be, until the total number of acres is obtained without leaving any of your land south of the land to be released. In other words, you will get a release on the 34,000 lying nearest the southern line of your land. This is according to your request, as I understand it.

When the payment is made by your company, the release will be promptly issued, and if in September you are ready to make the final payment, with interest, the mortgage will then be released.

Yours very truly,
(Signed) W. M. McINTOSH, JR., Secretary.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., July 30, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following communication from T. A. Beggs was presented to the Trustees:

July 28th, 1909.

Governor Albert W. Gilchrist, Chairman, Tallahassee, Fla.

Dear Sir: Pursuant to your suggestion, as contained in your letter of the 24th instant to Mr. Robert J. Paterson, of this city, I now make formal application and respectfully request the Trustees of the Internal Improve-

ment Fund to consider my claim for reimbursement of moneys contemplated in Chapter 5582, Laws of Florida. During the past session of the Legislature Mr. Charles E. Davis and Senator C. L. Leggett called Mr. McIntosh's attention to this matter, with the request that he bring it to the attention of the Board at its next meeting, which he promised to do.

Mr. Davis informs me that he also called Mr. Croom's attention to the matter.

Very truly,

(Signed) T. A. BEGGS.

After consideration of the foregoing communication, the Secretary was directed to send the following reply:
Mr. T. A. Beggs, Madison, Fla.

Dear Sir: Your letter of the 28th instant, addressed to Governor Albert W. Gilchrist, was presented to the Trustees, and I was directed by them to say in reply thereto that after a careful investigation it appears that the Trustees did not sell the lands described in Section 5582, of the Laws of Florida, and did not receive payment therefor from any person. The records in the Land Office show that no entry has ever been made to cover said lands, and that, so far as said records show, the land is still the property of the United States.

During the war between the States, from 1861 to 1865, the Confederate States treated the public lands in the different States as the property of the Confederate Government, and there were doubtless many sales made during that period for or on behalf of said Government, but the proceeds of such sales in Florida were not turned over to the Trustees of the Internal Improvement Fund.

The Constitution of the United States was amended so as to prohibit any State from paying any liability incurred in aid of the War of 1861 to 1865, and a similar provision was adopted by the Constitutional Convention of Florida in 1868, and whether the proceeds of the sale

of such lands were turned over to the Confederate States Government or not, they were intended to be so used and are covered by the constitutional provisions above referred to.

The Trustees were vested with a trust under the Act of 1855, and in the execution of that trust they would have no right to pay out money without having received adequate consideration; hence, in your case, they must decline to pay the amount claimed.

Yours very truly,

....., Secretary.

The time having elapsed for the receiving of bids for the purchase of the unsurveyed marsh land lying between Big and Little Talbot Islands, in Township 1 North, Range 29 East, and the only bid received for the purchase of said lands being that of George A. Latham, whose bid for the 758.00 acres, estimated, at \$1,000.00, was accompanied by certified check, the Commissioner of Agriculture was directed to prepare deed embracing said land in favor of George A. Latham.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., July 31, 1909.

The Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Mr. J. M. Barrs appeared before the Trustees and pre-

sented the following communication, with the accompanying proposition, which were ordered spread upon the Minutes:

Tallahassee, Fla., July 31, 1909.

To the Honorable Chairman and Members of the Board
of Trustees of the Internal Improvement Fund
of the State of Florida.

The undersigned, J. M. Barrs, respectfully represents to your Honorable Board that he has entered into a contract with the Florida Coast Line Canal and Transportation Company for the purchase from that company of about 150,000 acres in Dade County, Florida, including Palm Beach County, which are described in deeds from your Board to said company, which are now held in escrow by Bion H. Barnett, of Jacksonville, Fla.

Because of the deeds being in escrow, it is impossible for the company to make conveyance of the lands, and it is impossible to secure the necessary moneys to drain and reclaim and build roads into the lands unless an agreement can be obtained from your Board permitting the substitution of money for the deeds, as proposed in the resolutions of the Board of Directors of said company, a copy of which is hereto attached.

I also respectfully represent that it is the intention of my associates to promptly enter upon a comprehensive scheme of drainage and reclamation of said lands and of road-building through the same, if satisfactory arrangements can be made for the securing of title to said lands, and that such work will be of very great advantage to the State, giving value to large bodies of land now worthless.

I, therefore, respectfully request that your Honorable Board, by resolution, express your consent to the carrying out of the proposed arrangements between me and the said company, as shown in the resolution of the Directors of said company, hereto attached.

Respectfully submitted,

J. M. BARRS.

Jacksonville, Fla., May 29th, 1909.

George F. Miles, Esq., Vice President Florida Coast Line
C. and T. Co., St. Augustine, Fla.

Dear Sir: I will purchase of the Florida Coast Line Canal and Transportation Company all the lands of said company in Dade County, Florida, being about 150,000 acres, described in deeds now held by Bion H. Barnett in escrow, for the price of \$2.65 per acre, in accordance with the terms and provisions in all things of the resolutions adopted by the Board of Directors of said Canal Company concerning two letters written by me to you, one dated May 1, 1909, and the other without date, a copy of which resolutions of said Board of Directors of said Canal Company is hereto attached.

Very truly yours,

(Copy.)

J. M. BARRS.

Resolutions of the Board of Directors of Florida Coast Line Canal and Transportation Company:

"The Treasurer read to the Board two letters written by J. M. Barrs to George F. Miles, one dated May 1st, 1909, and the other without date, offering to purchase about 150,000 acres of the company's lands situated in Dade County, deeds for which, with other lands, have been executed by the Trustees of the Internal Improvement Fund to this company, and are now held in escrow by Bion H. Barnett, to be delivered upon the performance of certain conditions as heretofore agreed between said Trustees and this company. The letter secondly mentioned states that 'under our proposed working plans we expect to spend this year a large sum of money draining these lands, and if by any possibility I should fail to make a second payment, your company will have my \$40,000.00 cash and any improved value of lands made by us.' Said offer proposes to pay ten percentum of the purchase price in cash and the balance in three equal annual payments."

Upon motion, duly seconded, the following preamble and resolutions were adopted:

Whereas, J. M. Barrs has offered to purchase all lands in Dade County, Florida, deeds are now held by Bion H. Barnett in escrow, and are deliverable to this company upon the performance of certain conditions by it, and this company can sell said lands only with the consent of said Trustees; now, be it

Resolved, That the Treasurer be, and is hereby, authorized, in the name and behalf of this company, to sell said Dade County lands upon the following terms and conditions, viz.:

(1) The price for all said lands shall be \$2.65/100 an acre.

(2) Said sale shall be conditioned on the purchaser obtaining the consent in writing of said Trustees to such sale, and a quit-claim from them to the purchaser of their title to said lands, and a substitution of the purchase money in the hands of said Bion H. Barnett in lieu of the lands sold to hold upon the same condition as said deeds are now held.

(3) The purchase price shall be paid as follows: Fifteen per centum within forty days after such consent of the Trustees is obtained, and the remainder, one-third in one year, one-third in two years, and one-third in three years from the filing of such consent with said Trustees.

All payments for lands which the said Barnett shall be entitled to hold in escrow at the time of payment under the terms of the agreement under which deeds for said lands are deposited shall be paid to said Barnett. All payments for land to which this company shall have acquired title shall be paid to the Treasurer of this company.

The purchaser shall pay interest on all deferred payments at the rate of six per centum per annum from the date of payment of said fifteen per centum until paid. The interest on each installment shall be paid at the same time as the principal of such installment.

This company shall permit the purchaser to pay any part or all of such deferred payments before maturity.

(4) Contemporaneous with the payment of said fifteen percentum, the President and Treasurer, in the name and behalf of this company, shall execute a warranty deed, in the usual form of warranty deeds, used in the State of Florida, conveying all said Dade County lands in fee to the purchaser, and shall deliver the same to said Barnett in escrow, to be delivered to the purchaser upon payment of the balance then unpaid of the purchase money, with interest.

Whenever this company shall receive delivery of said deeds now in escrow, the purchaser, after having paid at least forty percentum of the purchase money and all unpaid interest to date, shall be entitled to receive the deed executed by this company, upon giving this company his promissory note or notes for the unpaid balance of the purchase money, payable at the same time and in the same amounts as said installments then unpaid and bearing interest at the rate of six percentum per annum, and upon delivery of a purchase money mortgage securing the payment of said notes on all said lands in the form of mortgage usually in use in the State of Florida.

(5) The times of payment are of the essence of said contract of sale, and on default of any payment for thirty days after the same is due and payable, the contract of sale shall be null and void and all payments then made shall be forfeited. On any such default said deed executed by this company, and delivered in escrow, as aforesaid, shall be returned to this company. If consent of said Trustees is not given, as aforesaid, and filed with said Barnett within ninety days and after May 10th, 1909, either party to said agreement may terminate the contract of sale on thirty days' notice given in writing to that effect to said Bion H. Barnett.

And be it further

Resolved, That the President and Treasurer be, and they

are hereby, authorized, in the name and behalf of this company, to execute any and all agreements and other instruments necessary or proper for effecting said sale, and securing the rights of this company in the premises.

(A True Copy.)

Attest: (Signed) A. H. SAWYER, Secretary.

Whereupon the following resolution was adopted:

Resolved, That it is incumbent upon the Trustees, under the agreement made by and between the Trustees and the Florida Coast Line Canal and Transportation Company, executed December 1st, 1906, to see that the terms of said agreement are carried out fully and completely, as set forth therein, and that the Trustees, after consideration of the terms of the agreement, deemed it unnecessary to take any further action in the premises.

The following communication, also presented by Mr. Barrs, was ordered spread upon the Minutes:

"Tallahassee, Fla., July 31, 1909.

"To the Honorable Chairman and Members of the Board
of Trustees of the Internal Improvement Fund
of the State of Florida.

"Gentlemen: I respectfully represent that I have contracted with the Florida Coast Line Canal and Transportation Company for the purchase of a body of lands in Townships 41, 42 and 43 South, of Ranges 41 and 42 East, and propose to drain and reclaim said lands, which are now unavailable for agricultural purposes, and that other owners of land in that vicinity propose to co-operate with me and my associates with this work in view. It will require a very large expenditure of money and the co-operation of owners of all the large bodies of lands lying contiguous to effectively drain and bring into use these lands; but that by co-operation and the expenditure of a sufficient sum of money, these lands can be brought into use to the great benefit of the State.

"There is, about the center of the tract proposed to be reclaimed, an unsurveyed tract of inundated marsh representing Sections 19, 20, 29, 30, 31, 32 and 33, of Township 41 South, of Range 42 East, which have been selected as swamp and overflowed lands, but have not yet been patented to the State.

"Inasmuch as it will be necessary to run ditches into and to reclaim this tract, to reclaim the other lands in the vicinity, and the expense of draining this tract will be greater per acre than of any of the lands, it appears to be impossible to induce the owners of the surrounding lands to make the necessary expenditures for the draining of these lands. In order that the entire enterprise shall not fail on this account, I propose that if the Trustees will arrange for the payment of the reasonable proportionate cost of the work of reclaiming and bringing into use said lands, it will facilitate the carrying out of the project, and if your Board find themselves unable to make such a contract I will purchase and reclaim the land if an arrangement can be made whereby I shall be able to acquire the lands on reasonable terms and conditions.

"I respectfully submit this matter to your discretion and request that you take such action as you may find advisable to facilitate the making of this improvement.

"Respectfully submitted,

"J. M. BARRS."

After a full discussion, the Trustees decided to reserve decision until a later day and Mr. Barrs was advised that the Secretary would be instructed to inform him of whatever action the Trustees might take.

A communication was presented from Bion H. Barnett, trustee, under agreement made by and between the Trustees and the Florida Coast Line Canal and Transportation Company, on December 1st, 1906, which is in words and figures as follows:

"Jacksonville, Fla., July 22, 1909.

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

"Gentlemen: In the settlement with the Florida Coast Line Canal and Transportation Company, made by your Board in December, 1906, it was agreed by them and yourselves that out of the 200,000 acres of land deeded to them direct 100,000 should be deeded to me as trustee, to be sold and the proceeds applied toward the construction of the canal, St. Augustine to Jacksonville. With the consent of the Canal Company, I have contracted to sell the lands for \$175,000.00, which sale, I think, will be an accomplished fact within the next ninety days. For over two years the Canal Company has been prosecuting this work in anticipation of the sale of the lands and desire of me, when the sale is made, to reimburse them for the expenditures made by it. I feel that in this matter I should represent the Trustees of the Internal Improvement Fund to the extent that I should see that a proper expenditure of the money is made. I think the best way to ascertain the condition of the work is to have an examination made by a competent engineer, whose report would be satisfactory to your Board, as well as to the Canal Company. The completion of this canal means much to the people living on the East Coast of Florida, as it will give them water transportation in competition with rail, which always means a low freight rate. Would it be possible for your Board to allow Mr. Jenkins, the engineer in charge of your Everglades drainage work, to make this examination? It will be necessary for him to measure accurately every cut made, ascertain its width and depth and figure out the quantity of material so far excavated, with an estimate of how much remains to be accomplished in order to complete the canal. If you could detail him for this work I would pay his salary and expenses, including any assistants he might need or employ in accomplishing it. I am satisfied that his report would be satisfactory to the Canal Com-

pany, as well as yourselves. I know that the Canal Company is very anxious to complete the work as rapidly as possible, and the receipts of the funds from the sale of the land would be of great benefit to them in prosecuting the work.

"Awaiting your reply, I remains, yours very truly,

"BION H. BARNETT."

After consideration of this request it was

Resolved, That the Secretary advise Mr. Barnett that the Trustees had no available engineer that could be furnished as requested by him.

It was

Resolved, That the typewriter now in use by the stenographer for the Trustees be exchanged for a new machine, and that the Trustees will pay the difference, which is sixty dollars.

The following Minutes of July 27th were ordered spread upon the Minutes:

Mr. L. W. A. Rivers, of Columbia County, appeared before the Trustees in regard to the purchase of the S. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Section 1, Township 3 South, Range 16 East, which was patented to the State of Florida by the United States of America in 1907.

Mr. Rivers stated that his father had purchased this tract many years ago from Mr. Shadrack Sapp; that his father had paid taxes on it continuously until nineteen years ago, at which time he became in possession of the land and has paid the taxes regularly since that time.

A letter from the Commissioner of the General Land Office creates the impression with the Trustees that Mr. Sapp evidently must have purchased the land of the United States, but that he did not perfect his entry.

The fact that Mr. Rivers now resides upon this tract, and that he and his father being innocent purchasers, and

that the taxes have been paid on the land for the past fifty years, the Trustees agreed to sell the land to Mr. Rivers at \$1.50 per acre.

Mr. Rivers having tendered the purchase money in cash, the Commissioner of Agriculture is hereby directed to prepare deed to Mr. Rivers embracing above described land.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., August 4th, 1909.

Trustees met in the Executive Office.

Present:

- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The application of Mr. W. B. Merritt having been presented to the Trustees to purchase the W. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$, Section 7, Township 2 South, Range 16 West, and Lots 3, 4, 5 and 6, Section 27, Township 2 South, Range 16, also the W. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$, Section 31, Township 2 South, Range 16 West, Lots 1 and 2, Section 33, Township 2, Range 16 West, and the N. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$, Section 13, Township 2 South, Range 17 West, containing 606.91 acres the Commissioner of Agriculture was directed to advertise the above described lands in pursuance of the law as provided in Chapter 5943, of the Acts of 1909, and to advise Mr. Merritt of this fact.

The following application of Mr. M. T. Cheshire was presented, accompanied with check for \$120.00, for entry of the S. $\frac{1}{2}$ of the S. W. $\frac{1}{4}$, Section 33, Township 54 South,

Range 40 East. The Commissioner of Agriculture was authorized to make deed for same, he being one of the old settlers reported on by Hon. I. N. Withers.

The application of J. T. Wofford, as a settler, for the purchase of 160 acres, Section 14, Township 51, Range 41 East, was presented for consideration of the Trustees, and in consideration of the fact that Mr. Wofford settled on part of said lands prior to the time that it was patented to the State, and made his application therefor as a settler, and has for several years cultivated part of said land, it was thereupon ordered that he be advised that the Trustees would sell him 80 acres of said 160 acres at \$2.00 per acre.

The following resolution was adopted:

Resolved, That all advertising for sale of lands shall specify that the successful bidder must pay for the cost of the advertisement in addition to the purchase price of the lands.

The Comptroller and Attorney General having reported upon examination that it was their opinion that the tender boats built by the Merrill-Stevens Company complied with the specifications, it was ordered that the Merrill-Stevens Company be paid the amount of the contract price for the said boats.

The following statement was presented by the Secretary and ordered spread upon the Minutes:

Balance on hand July 1, 1909	\$ 26,536.12
Land sales in July, 1909	1,905.63
Interest on deposits	165.46
R. J. Bolles, drainage note, paid.....	25,000.00
	<hr/>
	\$ 56,607.21
Less disbursements in July, 1909	15,212.95
	<hr/>
Balance on hand August, 1909	\$ 38,394.26

Reconcilement.

Balance on hand Aug. 1, 1909..	\$ 38,394.26
Deposits in banks Aug. 1, 1909..	\$ 33,200.53
Cash and cash items.....	5,193.73
	<u> </u>
	\$ 38,394.26

Bank Balances August 1, 1909.

First National Bank of Tallahassee.....	\$ 8,296.21
Capital City Bank.....	4,813.33
Barnett National Bank.....	11,326.49
Bank of Bay Biscayne.....	483.17
Exchange National Bank.....	3,561.38
State Bank of Florida.....	2,277.26
Citizens' Bank and Trust Company.....	2,442.69
	<u> </u>
	\$ 33,200.69

Disbursements for the Month of July, 1909.

Date.	No. of Voucher.	Amount.
July 1	2084—John T. Costa, chief clerk in Salesman's office	\$ 150.00
July 1	2085—O. M. Jacobie, clerk in Sales- man's office	125.00
July 1	2086—J. M. Dell, services in Land Office at Gainesville	125.00
July 1	2087—Carrie C. Edwards, services as stenographer	83.33
July 1	2088—W. M. McIntosh, Jr., services as Secretary	41.66
July 12	2089—Barnett National Bank, pay rolls for June.....	5,007.61
July 14	2090—Barnett National Bank, judg- ment and costs in Hunter case	776.86

Date.	No. of Voucher.	Amount.
July 14	2091—W. & L. E. Gurley, leveling rod	6.00
July 14	2092—P. Ullendorff, meats for the dredges	62.25
July 14	2093—W. I. Huffstettler, supplies for dredges	31.90
July 14	2094—Miami Market, meats for the dredges	37.15
July 14	2095—Smith's Book Store, office supplies	5.60
July 14	2096—Dade County Furniture Com- pany, cots and furnishings.	59.70
July 14	2097—Standard Oil Company oil for dredges	93.83
July 14	2098—The McCrimmon Co., lumber for dredges	263.07
July 14	2099—The Cameron & Barkley Co., supplies for dredges.....	114.46
July 14	2100—Knight & Wall Co., hardware for dredges	2.60
July 14	2101—W. J. Rossie, pilings.....	18.00
July 14	2102—J. E. Lummus & Sewell, dyna- mite for dredges.....	800.00
July 14	2103—Florida East Coast Ice Com- pany, ice for dredges.....	13.60
July 14	2104—Alice Stewart, laundry for dredges	19.35
July 14	2105—P. N. Bryan & Sons, wood for dredges	1,590.00
July 14	2106—The J. A. McDonald Com- pany, lumber	40.13
July 14	2107—T. Murphy Iron Works, valves for dredges.....	31.50

Date.	No. of Voucher.	Amount.
July 14	2108—J. A. Curry, traveling expenses	2.25
July 14	2109—Caloosahatchee River Steamboat Line, handling freight for Trustees	123.22
July 14	2110—The H. E. Heitman Company, groceries	142.29
July 14	2111—The Carl F. Roberts Company building materials...	57.12
July 14	2112—E. Carlton, shoveling dirt off bridge approach	50.40
July 14	2113—E. E. Goodno, meats for Caloosahatchee	16.50
July 14	2114—C. A. McDougald, wood for dredges	297.00
July 14	2115—Tampa Coal Company, coal for dredges	9.00
July 14	2116—Seminole Power and Ice Co., ice for dredges.....	29.90
July 14	2117—Henry A. Hendry, for dredge Caloosahatchee	72.35
July 14	2118—John W. Fraser, merchandise for dredges	9.30
July 14	2119—Mrs. Emma Shepard, laundry for dredges	19.45
July 14	2120—The Gardener Governor Company, valves, etc., for the dredges	6.75
July 14	2121—Hotel Supply Company, grocery supplies	23.21
July 14	2122—James Pritchard & Son, spark coils for dredges.....	24.00

Date.	No. of Voucher.	Amount.
July 14	2123—Featherstone Foundry and Machine Co., repairs and supplies for dredges.....	186.23
July 14	2124—E. C. Allen, towing boats....	12.00
July 14	2125—Byrd Fraser, meats for the dredges	43.05
July 14	2126—Capital Publishing Company, printing pamphlets	78.00
July 14	2127—P. G. Ramsey, Sheriff's costs in re land investigation; check for voucher 2127 can- celled.	
July 14	2128—Gilmore & Davis, bookcase for Land Office	15.00
July 14	2129—Western Union Telegraph Co., telegrams for Trustees....	13.80
July 14	2130—J. W. Watson, hardware and furniture for dredges.....	573.45
July 14	2131—C. D. Leffler, groceries for the dredges	338.57
July 14	2132—Georgia Supply Company, supplies for dredges	914.49
July 14	2133—Merrill - Stevens Company, hardware and supplies for tenders and dredges.....	1,937.90
July 14	2134—Stranahan & Co., grocery sup- plies for dredges.....	577.03
July 14	2135—Florida Electric Company, fixtures, inv. 10.31/08.....	12.60
July 14	2136—P. F. Jenkins expenses from June 11th to July 10th....	139.36

Date.	No. of Voucher.	Amount.
July 14	2137—E. E. Bates, expenses incurred in bringing tender Tallahassee from Jacksonville to Miami.....	28.80
Total		\$ 15,219.15

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., September 2, 1909.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following agreement, entered into by and between the Trustees of the Internal Improvement Fund of the State of Florida and A. B. Sanders and A. A. Boggs, was ordered spread upon the Minutes:

AGREEMENT.

This Agreement, by and between Albert W. Gilchrist, A. C. Croom, Park M. Trammell, B. E. McLin and W. V. Knott, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, and A. B. Sanders and A. A. Boggs, parties of the second part;

Witnesseth—That whereas, heretofore, to-wit, on the 4th day of January, 1909, the Trustees of the Internal Improvement Fund of the State of Florida entered into

a certain contract whereby the said Trustees agreed to sell to the parties of the second part a certain tract of land in the County of Dade and the State of Florida, more particularly described as follows:

West half of Section 27; all of Sections 28, 29, 30, 31, 32, 33 and 34, of Township 49 South, Range 41 East; and all of Sections 3, 4, 5, 6, 9 and 10, and all of those parts of Sections 7, 8, 15 and 16, in Township 50 South, of Range 41 East, lying north of the North Canal now under construction by the said Trustees and running from the head of New River in a northwesterly direction into the Everglades of Florida, amounting in all to approximately ten thousand acres, at and for the price of three dollars per acre, which said price is made in consideration of certain undertakings by the said parties of the second part to be performed, as is more particularly set out in the written agreement between said parties, dated January 4th, 1909, wherein the said parties of the second part were to have the right to purchase said above described land at any time within two years; and

Whereas, The said parties of the second part now propose to erect, construct, dig and excavate a canal twenty feet in width, and not less than six feet in depth, entirely around said above described tract of land, said canal to be completed within eighteen months from the date of this agreement, and also to make other canals for proper drainage, and to endeavor to dispose of the above described lands in small lots in such manner as to induce the settlement and colonization of such land by actual settlers at the earliest possible date.

Now, therefore, in consideration of the foregoing and of the benefits that will be derived by the State from such scheme of colonization and the drainage and development of said land, the said parties of the first part hereby agree that they will at any time within one year from the date of this agreement execute and deliver deed to any tract or tracts of the said above described lands containing not

less than 40 acres, or multiple thereof, which may be sold by the said second parties, upon the payment by the said second parties to the said parties of the first part of the sum of fifteen (\$15.00) dollars per acre for any of said lands bordering on, adjacent to or within one-quarter of a mile of the said North Canal, and eight (\$8.00) dollars per acre for any of said lands beyond said one-quarter of a mile limit, but within one and one-quarter of a mile of said North Canal, and the sum of six (\$6.00) dollars per acre for any lands beyond the limit of one and one-quarter of a mile from said North Canal, for whatever area of land that may be sold by the said second parties out of the above described tracts of land. The said sum or sums of money to be paid to the parties of the first part, and if the parties of the second part shall fully and faithfully keep and perform the said original contract hereinbefore mentioned, it being incumbent upon them to perform the same, except as hereby altered, the said sum or sums of money paid for any tract of 40 acres or more, as hereinbefore provided, to be credited to the said second parties upon the total purchase price of the above described tract of land, as agreed in said contract of January 4th, 1909. But if the said second parties do not fully and faithfully perform the said original contract of January 4th, 1909, then the said sum or sums of money paid for said tract or tracts of land of 40 acres or more, as hereinbefore provided, shall be the purchase and agreed price therefor, and not credited to the parties of the second part upon the above described tract of land. It being understood and agreed that the deeds are to be issued to the said second parties or to any person or persons to be named by them, but all deeds shall be subject to the reservation as provided in the said contract of January 4th, 1909.

For and in consideration of the covenants herein made on the part of the parties of the first part the parties of the second part agree and bind themselves to make, construct, excavate and dig a canal that shall be twenty feet wide

and of a uniform depth of not less than six feet, entirely around the entire tract of the above and foregoing described tract of land, said canal to be completed within eighteen months from the date of the execution of this contract.

The work shall be begun on the dredges to be used in the construction of said canal hereinbefore agreed to be constructed by the parties of the second part within ninety days, and actual operation shall be begun on digging said canal within six months from the date of this agreement, and shall thereafter be carried on continuously with reasonable dispatch. It being understood and agreed that if said canal is not at least two-thirds completed on or before January 1st, 1911, then the parties of the second part shall forfeit all their rights under the said original contract of January 4th, 1909, as well as under this agreement, and both shall become null and void.

Each and all covenants and agreements herein shall be faithfully and fully performed.

In witness whereof, The parties to this agreement have hereunto affixed their hands and seal at Tallahassee, Fla., this 2nd day of August, A. D. 1909.

(SEAL.)

(SEAL.)

PARK TRAMMELL (SEAL.)

A. C. CROOM (SEAL.)

B. E. McLIN, (SEAL.)

Trustees I. I. Fund.

A. B. SANDERS (SEAL.)

..... (SEAL.)

Executed in the presence of:

G. T. WHITFIELD.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., September 3, 1909.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

The following letter from Bion H. Barnett, with the accompanying report of J. W. Bushnell, Engineer, was ordered spread upon the Minutes:

Jacksonville, Fla., August 30, 1909.

The Trustees, Internal Improvement Fund, Tallahassee, Fla.

Gentlemen: Under agreement made between your Board and the Florida Coast Line Canal and Transportation Company on December 1, 1906, there were two deeds deposited with me in escrow, Nos 15972 for 117,157.29/100 acres and 15973 for 117,140.31/100 acres, from which agreement I quote as follows:

"2. That said Trustees shall at once duly execute two several deeds to said Canal Company, conveying to it in fee simple the remaining lands heretofore granted or attempted to be granted to it by the Legislature of the State of Florida, or heretofore reserved or attempted to be reserved for it by said Legislature or by said Trustees, each of said deeds to be for one-half, or as nearly one-half as practicable, of said remainder of said lands, and said deeds shall be at once deposited in escrow with Bion H. Barnett, or his legal representatives, as follows:

"The first of said deeds, conveying about one-half of said remainder of said lands, shall be so delivered when said Canal Company shall have duly completed its canal between Matanzas and Halifax Rivers and shall have done one-half of the work necessary to construct the portion of its canal between St. Augustine and the St. Johns River, and said Canal Company, or its assigns, shall request the

delivery thereof of said Barnett or his legal representatives.

"The second of said deeds, so deposited in escrow, shall be delivered to said Canal Company, or its assigns, when the portion of its canal between St. Augustine and the St. Johns River shall have been completed, and said Canal Company, or its assigns, shall request the delivery thereof of said Barnett, or his legal representatives."

The Canal Company has requested the delivery of the first deed.

I enclose you herewith report of Captain J. W. Bushnell, in which he sets forth what has been done on the canal between St. Augustine and the St. Johns River, and states specifically that over one-half of the work has been done. The canal between Matanzas and the Halifax River has been in operation and boats passing through it for the past two years.

As the provisions of the escrow appear to have been complied with as far as the delivery of the first deed is concerned, I would respectfully request your consent to my delivering said deed to the Canal Company.

Yours very truly,

BION H. BARNETT.

St. Augustine, Fla., August 29, 1909.

Mr. Bion H. Barnett, Trustee, Jacksonville, Fla.

Dear Sir: I respectfully submit the following report relative to the Florida Coast Line Canal and Transportation Company's work between St. Augustine and the St. Johns River.

Through the courtesy of Mr. Perkins, engineer in charge of the work of the Canal Company, I went over the line from St. Augustine to the mouth of Pablo Creek, where it entered into the St. Johns River, returning over the same line to St. Augustine.

I find that Mr. Perkins is now making surveys with a view to shortening distances and revision of the former surveys in that portion of the line embracing Pablo Creek.

The consequence is that figures given as to distances will be approximate. I find on the work one dipper dredge, the "South Carolina," and four (4) Orange Peel dredges at work. There will be, in addition to these, by Tuesday or Wednesday next, an 8-inch pump dredge, which will begin near the St. Johns River and work south. The particular work of this pump dredge being to deepen and widen those parts not completed by the other machines, particularly places where slips have occurred by reason of the soft material, and also taking the bottom out, which can be handled by such a machine much cheaper than by the other dredges. In fact, this pump will put the final touches on, to make the work complete.

In addition to this 8-inch suction dredge, Mr. Perkins has the authority for the construction of a 12-inch suction dredge, the plans of which have been sent to the Boston office for approval. It being expected that this machine will be in operation within from 60 to 90 days.

I would further state relative to the operation of the dredges that each and all of them are provided with a double crew, operating night and day. The distances cut by each machine daily as follows:

- The Carolina, from 100 to 120 feet;
- Nos. 1 and 2, from 50 to 60 feet;
- No. 4, from 50 to 60 feet;
- No. 3, from 125 to 150 feet,

making an aggregate distance cut by all of these machines of from 300 to 350 feet daily. The capacity of these machines in yardage per day is, for

- The Carolina, from 2,500 to 3,000 cubic yards;
- Nos. 1 and 2, from 1,500 to 2,000 cubic yards;
- No. 4, from 1,000 to 1,200 cubic yards;
- No. 3, from 2,000 to 2,400 cubic yards,

making the aggregate capacity under reasonably good conditions from 7,000 to 8,500 cubic yards per day. The following is a copy of Mr. Perkins' report for the month of July

last, showing that the distance cut by these machines for that month was 9,438 lineal feet and an aggregate yardage of 118,167 cubic yards. You will observe this gives an average daily cut for these machines of 362 lineal feet, and 4,544 cubic yards. In looking over other reports, which Mr. Perkins kindly furnished me, I find the week's work runs all the way from 26,000 to 40,000 cubic yards.

Mr. Perkins is locating the work for each machine, so that at the wind-up each one will complete its work at the same time, and every effort is being made to, as soon as possible, open up a continuous waterway, that fuel and supplies can be delivered to all his machines by his own tender.

The deepest cut through the ridge between North River and Pablo Creek is $15\frac{1}{2}$ feet, to give 6 feet clear water without hydraulic grade; that is, a dead level bottom with 6 feet of water at mean low tide. I believe, from my observations, that the average yardage handled hereafter will increase nearer to the capacity of the machine than has been possible in the past. I judge this from the fact that every machine is being put in good repair, and the perfection of organization which Mr. Perkins proposes to effect will materially increase the output.

The right-of-way, 200 feet in width has been cleared throughout the entire line. The approximate total yardage of all cutting, taken from Mr. Perkins' data, will, when the work is completed, amount to 2,308,000 cubic yards. This is on a cross-section of a square cut 70 feet wide and 6 feet deep, mean low tide. Of this quantity, there has been to date excavated some 1,116,000 cubic yards, embracing a lineal distance of 54,456 feet, leaving to be moved 1,192,000 cubic yards. Therefore, as the total yardage for the completed canal is 2,308,000 cubic yards, One-half amount of excavation to com-

plete canal	1,154,000 cu. yds.
Quantity excavated to date.....	1,116,000 cu. yds.

Cubic yards necessary to complete one-half of canal excavated..... 38,000 cu. yds.

This shows that whereas the amount of earth moved to date does not equal one-half of the excavation required to complete the canal by 38,000 cubic yards (the work of one week), the fact of the right-of-way and other expensive operations being completed, it is a fact that more than one-half of the work necessary to complete the canal is already accomplished. I am satisfied that by the first of January, 1910, an open waterway will be completed, with a depth the greater part of the way of 6 feet, and no place less than 3 feet in depth, and only for a short distance, possibly three miles, will the canal be less than the required width.

The developments along Pablo Creek, which are now being surveyed and plans completed for cutting such revisions, together with the widening of that part which has only been cut 40 feet in width, and all other necessary work, will certainly be completed as to both the required width and depth, by July, 1910, and possibly as early as May.

The largest amount of work to be done in any one reach is that between Stations "307" and "448," a distance of 14,100 feet, this being over the watershed between Pablo Creek and North River. On this particular piece of work there are at the south end two Orange Peel dipper dredges working north, cutting the full width and depth, and one Orange Peel dipper dredge at the north end, cutting south the required depth, but a width of 40 feet. In view of the fact that this reach contains the largest volume of work, it is proposed by Mr. Perkins to utilize the "South Carolina" on this work by moving Excavators "1" and "2" ahead, thus dividing the distance between four machines instead of three.

The North River from Augustine to a point $15\frac{1}{2}$ miles north carries 10 feet depth of water, mean low tide, and from this point $3\frac{1}{2}$ miles the river carries from 5 to 7

feet depth of water, mean low tide. From here begins the actual work of the canal. From Station "38" to "307" a distance of five miles, has been completed, except about 1,000, which the dredge "South Carolina" will widen and deepen to the required depth and width within the next ten (10) days. In the reach of $3\frac{1}{2}$ miles mentioned above there has been 3,300 feet cut to the required width, but only about $2\frac{1}{2}$ feet below mean low tide. It is proposed to put one of the suction dredges on this to complete it.

At Station "307" I located dredges Nos. 1 and 2 cutting the canal full width and depth north to meet dredge No. 4, which is located at Station "448," this incompleting distance being 14,100 feet. Dredge No. 4, at Station "448," is cutting south to meet dredges Nos. 1 and 2, cutting the full depth and 40 feet in width. From Station "448" to "524" the cutting is complete 40 feet in width, full depth, a distance of $1\frac{1}{2}$ miles (7,600 feet). At Station "524" is the intersection of the canal and Pablo Creek. From Station "524" to the St. Johns River, by the meanderings of Pablo Creek, is estimated 28 miles. The revisions made and those now being surveyed will reduce this distance to 10 or $10\frac{1}{2}$ miles, so that when the work of excavation is completed on this canal the distance from Augustine to the St. Johns River will be approximately $38\frac{1}{2}$ miles. From Station "524" to the St. Johns River there has been cut 16,656 lineal feet of canal, containing 239,000 cubic yards.

Herewith I attach a part of Coast Survey Chart, showing location of line of canal, the disposition of the dredges and the approximate quantities in each reach, as per figures given above.

After carefully going over the line of the canal, and seeing the methods pursued by Mr. Perkins in the prosecution of the work, and seeing the conditions of that part of the canal already dug, and the character of the work to be done, I conclude it will be an unnecessary expenditure of money for the further obtaining of data to determine the amount of work done, and can recommend the adjustment

with the Canal Company as per the agreement dated December 1st, 1906, between the Board of Internal Improvement, by its Trustees, and the Florida Coast Line Canal and Transportation Company, as far as the work from St. Augustine to the St. Johns River is concerned.

Respectfully,

J. W. BUSHNELL.

From Station	To Station	Cu.yds. Ex-cavated.	Cu.yds. to be ex-cavated.	Lin.ft.of excavation.	Total ex-cavated & unex-cavated.
O	33				
O "A"	O "A"	65,052	14,274	3,300	79,326
33 A	38*	.....	74,996	.....	74,996
38	192	486,183	.....	15,400	486,183
192	307	272,527	20,000	11,500	292,527
307	448	.....	477,852	.....	477,852
448	524	53,235	158,371	7,600	211,606
524	FECRY	7,653	142,347	1,720	150,000
FECRY	Co.Br.	109,426	72,574	6,586	182,000
Co.Br.	St.J.Riv.	121,924	231,586	8,350	353,510'
Totals.....		1,116,000	1,192,000	54,456	2,308,000

* Rogers.

Statement of condition of excavation prepared by Mr. Bushnell account Barnett Trust; August 29, 1909.

After considering the letter of Mr. Barnett, and the report of the engineer, the Trustees directed the Secretary to advise Mr. Barnett that no report of an engineer showing the completion of the canal between the Matanzas and Halifax Rivers has ever been received by them, and that they do not desire to express an opinion as to the compliance by the Canal Company with the terms of the escrow until they are advised officially of the completion of the

portion of the canal above mentioned, in accordance with the specification.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., September 10, 1909.

Trustees met in Executive Office.

Comptroller, Treasurer, Attorney General, present.

Only one bid having been received for the purchase of the following described lands, as advertised in the True Democrat and Chipley Banner, under order of the Trustees, dated August 4, 1909, and that bid being of J. W. Williams for \$1,301.00, accompanied by certified check, the Commissioner of Agriculture is hereby ordered to issue deed to said Williams to the lands described below as soon as the check is collected. The lands are:

	Sec.	T. S.	R. W.
W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$	7	2	16
Lots 3, 4, 5 and 6.....	27	2	16
W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$	31	2	16
Lots 1 and 2.....	33	2	16
N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$	13	2	17
Total			606.91 acres.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., September 16, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.

The question as to the use of coal on the dredges instead of wood was taken up, and, after consideration thereof, the Secretary was instructed to notify the Superintendent to send the Trustees all communications and information in his possession on the subject of coal, and also to furnish detailed information as to the facilities for handling the same, with an expression of his opinion on the subject, both as to the advisability of using coal and the best course to pursue in the matter of purchasing and handling coal in the event it should be decided that coal should be used on the dredges, and in the meantime to suspend action as to wood racks and limit his purchase of wood to temporary requirements until he is further advised by the Trustees.

The Secretary was instructed to request the Superintendent to prepare and furnish maps showing the exact routes of the various canals, with the location of each dredge indicated thereon, as of a given date, commencing at the railroad bridge, indicating the location of dams and the points at which canals diverge, etc.; also, have plain, inexpensive pine posts put up for mile-posts along the canal. The work to be done by present employees, and that portion relating to the dredge Caloosahatchee to be prepared by J. W. Newman, Engineer, and furnished through the Superintendent.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., September 22, 1909.

Trustees met in Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

The following telegram from P. F. Jenkins, Superintendent, was read:

"Worley for second time has dynamited dam in North Canal and threatens violence to anyone who attempts to repair it or move any machinery that he is transporting up canal for private purposes and which is in our way. Instruct me what you desire done in the premises. Hudson & Boggs suggest this message."

The Secretary was instructed to send telegrams as follows:

"Hudson & Boggs, Miami, Fla.

"See Jenkins relative to recent cutting of dam. If advisable, take out peace warrant. Consult prosecuting attorney as to prosecution."

"P. F. Jenkins, Miami, Fla.

"See Hudson & Boggs. Have wired them. Write all particulars as to cutting of dam and action taken."

The following application from Florida Coast Line Canal and Transportation Company in re toll on the canal was presented, read and referred to the Attorney General for his opinion.

Petition of the Florida Coast Line Canal and Transportation Company, a corporation under the laws of Florida, respectfully represents unto the Board of Trustees of the Internal Improvement Fund of the State of Florida:

First—That the Board of Directors of said company,

on, to-wit, February 24th, 1908, agreed upon the following rates of toll on all vessels and other water craft which may pass or repass through any canal cut or constructed and through any channel dredged or deepened by such company.

Second—That the rates so agreed upon are hereto attached and made a part hereof.

Third—That your petitioner is especially desirous to have said rates of toll approved by this Honorable Board, to the end that it may have right to charge toll and the amount thereof may be definitely fixed, and that carriers using the canal of said company may have the means of information that the rates charged have received the approval of the Board of Trustees of the Internal Improvement Fund.

Fourth—That the resolution adopted by the Board of Trustees of the Internal Improvement Fund to the effect that your petitioner shall have the right to charge whatever rate of toll it may see fit, is not satisfactory to your petitioner for the reason that in the said resolution granting the right to charge for tolls, the said Trustees disclaim any jurisdiction over the canals of your petitioner. That your petitioner avers that by Section 2813, of the General Statutes of Florida, authority is granted to your honorable body to approve such rates as may be deemed reasonable.

Wherefore, your petitioner prays that a resolution may be adopted in compliance with said statute.

BRYAN & BRYAN,

Attorneys for Florida Coast Line Canal and Transportation Company.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., September 25, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The application of M. M. Hall, heretofore presented in re entry of E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ of Section 3, Township 44 South, Range 35 East, and rejected, was again taken up and the former action of the Trustees was confirmed.

An application was presented on behalf of J. D. Clifton to enter the S. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of Section 14, in Township 4 South, Range 13 West, for fifty dollars, and it appearing from evidence submitted that three-fourths of said land is covered by water, the proposition was accepted and the Commissioner of Agriculture authorized to make the entry accordingly.

Communications were read from P. F. Jenkins, Superintendent, asking permission to have ventilators put in the hulls of the dredges Everglades and Okeechobee, and to have the books and blanks heretofore approved for keeping the accounts of the Trustees prepared, and it was ordered that the Secretary advise the Superintendent that his recommendations, as stated, were approved, and that he is authorized to have the work done.

Messrs. Hudson & Boggs having wired for instructions in relation to proper course to pursue in connection with the cutting of the dam on one of the canals, the Secretary was instructed to wire them as follows:

"The Trustees authorize you to take such steps to protect State's property as your judgment directs by injunction or otherwise. Let County Solicitor handle prosecutions."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., September 27, 1909.

The Trustees met in the Executive Office.

Present:

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

The matter as to the depth of the canals to be constructed by the Trustees was taken up, and after a thorough consideration of the subject the Secretary was instructed to send the following letter to P. F. Jenkins, Superintendent:

Tallahassee, Fla., September 27, 1909.

Mr. P. F. Jenkins, Superintendent, Miami, Fla.

Dear Sir: I am directed by the Trustees of the Internal Improvement Fund of the State of Florida to say that the agreement entered into by the Trustees and R. J. Bolles provides for an eight-foot canal on each route on the East Coast of the State, and the Trustees request that you notify the captains of each of the dredges at once to limit excavations in all cases to eight feet, except in so far as relates to the Miami, while cutting the rim, under your directions. In the latter case, you can use your own best judgment as to depth of excavation until the rim is passed, and then give the captain of the Miami the same instructions as to the depth being reduced to eight feet.

The additional excavation heretofore made has been an unnecessary expense to the Trustees and has retarded the progress of the work, hence the decision of the Trustees to limit the depth to be excavated in any event to eight feet, except as to the Miami while cutting through the rim only.

The Trustees desire that you will keep this constantly in mind and see that the captains of the dredges carry out these instructions strictly.

The conditions on the West Coast are different, and will be considered at some future date.

Yours very truly,

SECRETARY.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., Fla., October 2, 1909.

The Trustees met in the Executive Office.

Present:

Albert W. Gilchrist, Governor.
Park Trammell, Attorney General.
W. V. Knott, State Treasurer.

Judge Raney appeared before the Board in behalf of Mr. W. N. Camp and made application for a renewal of the contract for the drainage of lands covered by the waters of Orange Lake, which contract is to be found on page 67 et seq. of Volume 5 of the Minutes of the Trustees of the Internal Improvement Fund of Florida, at its session held June 28, 1901.

Further consideration of the matter was postponed for a full meeting of the Board, of which meeting Judge Raney requested that notice should be given him.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., October 7, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. J. M. Barrs appeared before the Trustees and presented the following petition, which was ordered spread upon the Minutes:

Jacksonville, Fla., October 5, 1909.

To the Trustees of the Internal Improvement Fund of the State of Florida.

Gentlemen: Henry Disston, Edmund Steck and the Tocony Trust Company, a corporation organized and existing under the laws of Pennsylvania, as trustees of the Hamilton Disston estate, by Harvey DuVal and J. M. Barrs, their attorneys, respectfully represent that the St. Cloud Sugar Belt Railway Company, a corporation organized under the laws of the State of Florida, to construct and operate a railway in Osceola County, Florida, fifteen and four-tenths miles in length, which railway of such length so constructed was duly examined and reported upon by the State Engineer and approved by your Honorable Board, and the said St. Cloud Sugar Belt Railway Company was, on and before June 12th, 1891, legally entitled to receive from the Trustees of the Internal Improvement Fund of Florida a conveyance to it of 3,840 acres of land granted to the State of Florida under Act of Congress of September 28th, 1850, for each mile of railway so constructed, making a total of 59,136 acres, and on the 12th day of June, 1891, the Hon. Fred. T. Myers, attorney for the St. Cloud Sugar Belt Railway Company, appeared before the Board of Trustees of the Internal Improvement Fund of the State of Florida and asked that deeds be made to the odd alternate sections of land lying

within six miles of the constructed line of said railway, and the following resolution was adopted by the Trustees:

"Resolved, That the Salesman be, and he is hereby, directed to execute deeds to the St. Cloud Sugar Belt Railway Company for the alternate odd sections of land lying within six miles of the constructed line of said railway as inspected and reported upon by the State Engineer." (See Minutes of the Board of Trustees of Internal Improvement Fund of the State of Florida, Vol. 4, page 149.)

On the 22nd day of June, 1891, T. S. Tutwiler, Superintendent of the St. Cloud Sugar Belt Railway Company, accompanied by Fred T. Myers, Esq., attorney, appeared before the board and asked the Trustees to convey to said company the quantity of land to which it was entitled for the construction of 15-4/10ths miles of its railway then recently inspected and favorably reported on by the State Engineer, and as the Commissioner of Agriculture had reported that there was no lands within six miles of said railway which said company could get under its grant, they presented the following communication from Hamilton Disston, President of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, to the Board, namely:

Philadelphia, Pa., April 24th, 1891.

To the Trustees of the Internal Improvement Fund of the State of Florida.

Gentlemen: In order to aid the St. Cloud Sugar Belt Railway Company, by enabling them to obtain some lands under their franchise and encourage the further extension of their railway, this company is willing and does hereby release so much of the lands now reserved to them under their drainage contract in the following:

Townships, South.	Ranges, East.
42	37, 38
43	37, 38, 39
44	40.

as your Honorable Board may convey to the St. Cloud Sugar Belt Railway Company on account of lands that may be due on railway now constructed.

Yours respectfully,
HAMILTON DISSTON, President.

Whereupon the following resolution was adopted by the Board :

WHEREAS, The St. Cloud Sugar Belt Railway Company has completed 15.4 miles of its road, and is, under its charter, entitled to 3,840 acres of the lands granted to the State of Florida under Act of Congress of September 28th, 1850, for each mile of road it constructs, such lands to be taken from the alternate sections within six miles of its line of road, and in case of a deficiency of such lands within the distance aforesaid then to be taken from any such lands owned by the State not appropriated to other existing corporation.

AND WHEREAS, The Commissioner of Agriculture has reported that there are no unappropriated lands of the class designated within six miles of the portion of the said company's railway which has been constructed;

AND WHEREAS The Atlantic and Gulf Coast Canal and Okeechobee Land Company has filed with the Board written authority for them to convey to the said St. Cloud Sugar Belt Railway Company the land now reserved for said Land Company under its drainage contract with the Board and to which it will be entitled under said drainage contract, in the following townships, to-wit:

Townships, South.	Ranges, East.
42	37, 38
43	37, 38, 39
44	40.

Now, therefore, be it

RESOLVED, by this Board, That they will, under authority aforesaid, convey to said St. Cloud Sugar Belt

Railway Company the quantity of lands to which it is now entitled, to be taken from the odd numbered sections in the townships aforesaid, as soon as patents are obtained from the United States for the State selections in said townships. (See Minutes, Trustees Internal Improvement Fund, Vol. IV, pages 150, 151.)

Your petitioners further represent that thereupon a certificate was issued by the Trustees of the Internal Improvement Fund of Florida to said railway company, showing the actions of said Trustees, and as evidence of setting aside and conveying to the said St. Cloud Sugar Belt Railway Company of said lands, and as the evidence of title to said lands which could at that time be delivered to said company.

Your petitioners further represent that thereupon said St. Cloud Sugar Belt Railway Company, for the purpose of securing funds with which to extend its railway, conveyed for valuable consideration an undivided half interest in said lands and the right of the company thereto under said resolution to Hamilton Disston and the remaining half undivided interest in said lands to J. M. Kreamer and J. J. Dunn, and said valuable consideration was only paid said grantees to said St. Cloud Sugar Belt Railway Company and deed conveying said lands and containing recitation of said resolution of the Board of Trustees of the Internal Improvement Fund of the State of Florida were executed and delivered by said railway company to said grantees, and were promptly thereafter recorded in the office of the Clerk of the Circuit Court of Dade County, Florida, within which county said lands were located.

Your petitioners further represent that patents for said lands were subsequently obtained from the United States covering said lands, and that the Trustees have not as yet conveyed said lands or any part of them, or any other lands in lieu thereof, to the said Hamilton Disston, or to the said trustees of the said Hamilton Disston estate, or

to the said St. Cloud Sugar Belt Railway Company, or to anyone else for the account of said company, or said Disston, or his estate.

Your petitioners further represent that part of the lands so certified to said company, and conveyed by said railway company to said Hamilton Disston and said J. M. Kreamer and J. J. Dunn have been, since said patents were received, conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to other persons and corporations, part thereof in compromise of claims and part of money considerations, so that there does not remain now in the custody and control of your Honorable Board as much as 59,136 acres of said lands which can be conveyed to your petitioners.

Your petitioners further represent that Hamilton Disston departed this life on or about day of, A. D., and that your petitioners, as trustees for his estate under the laws of the State of Pennsylvania, of which State said Hamilton Disston was at the time of his death a resident, are the legal representatives of the said Hamilton Disston, deceased, and are entitled to receive conveyance of such part of said lands as now remain in the control of the Trustees of the Internal Improvement Fund of the State of Florida, and other lands in lieu of those which have been conveyed by the Trustees to other persons and corporations, and are entitled to make full and complete settlement with your Honorable Board.

Your petitioners further represent that the claim of the St. Cloud Sugar Belt Railway Company is distinctly different from the various other claims of Land Grant Railway Company, inasmuch as it is based upon a recognition by the Board of the rights in said land, in the first place of the Drainage Company, and the Board in both recognizing this right of said Drainage Company and holding out upon its records that said lands would be deeded to said St. Cloud Sugar Belt Railway Company, acted fully

within its rights and authority, and it was depending in good faith upon said action of the Board that the present holders have acquired for a valuable consideration said lands.

Your petitioners, therefore, petition your Honorable Board that you will convey to them, as trustees for said estate, 29,568 acres of said lands, or, at the option of your Board, an undivided half interest in 59,136 acres of the lands including those covered by said resolutions so far as they will go, and such amount of lands lying as nearly adjacent thereto as practicable, as may be necessary to make up 59,136 acres.

And your petitioners will ever pray.

HARVIE DUVAL,

J. M. BARRS,

Attorneys for Petitioners.

Mr. Barrs also stated that he represented the other undivided half interest and will present a similar petition with reference to same.

The Secretary was directed to furnish the Trustees with full information in relation to the petitions presented by J. M. Barrs. The Attorney General was also requested to examine into the matter and report his findings to the Trustees.

The Secretary was directed to send the following letter to P. F. Jenkins, Superintendent:

"Tallahassee, Fla., October 7, 1909.

"Mr. P. F. Jenkins, Superintendent, Miami, Fla.

"Dear Sir: I am instructed by the Trustees to advise you that nine hours of labor will be considered a day's work. In case of emergency, however, when it becomes necessary to work an hour or two overtime, the service must be rendered without further compensation than that which is derived from participation in the bonus.

"The Trustees believe that it should be the purpose of all the employees to accomplish as much work as possible, and as an incentive a bonus is given by them to encourage extra effort, which will always inure to the benefit of the employees, as well as the Trustees.

"Yours very truly,

"SECRETARY."

Whereupon the Board adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., October 16, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The question of locating direction of the Miami Canal was taken up and considered by the Trustees, and with the view of determining the facts the Secretary was directed to write Superintendent Jenkins as follows:

"Referring to the Miami Canal, I beg to say that the Trustees desire that you proceed as follows:

"1. Return with the dredge and make the necessary openings in the canal at once, while the water is high.

"2. When the openings are completed, cut out the canal as far as the rock has been blasted and then wait for further instructions, advising me by telegraph when you have about reached the end of the blasted rock.

"3. Proceed at once to make such soundings in a westerly direction from the end of the blasting, allowing for

a gradual change in the route of the canal from that point, as you may deem best, and as soon as possible advise the Trustees, through this office, of the approximate difference in the cost of construction over the westerly route as compared with the route on which you are now working, giving as near as possible the line of the two routes for a reasonable distance out by indicating them on a rough plat."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., October 20, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

A letter from Thomas Fenwick, President of the Fenwicks' Patented Inventions Manufacturing Company, 311 Third Avenue, New York City, was presented, in which he asked for an opportunity to enter into contract for drainage, and the Secretary was directed to advise Mr. Fenwick that they thought favorably of his proposition and would be pleased to see him at any time with the view of arriving at an agreement.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., October 22, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

In the matter of regulating the tolls to be collected on the canal of the Florida Coast Line Canal and Transportation Company was taken up, and the following opinions of the Attorney General in relation thereto was ordered spread upon the Minutes:

Tallahassee, September 25, 1909.

"To the Trustees of the Internal Improvement Fund, Tallahassee, Fla.

"Gentlemen: Referring to the matter of the authority of your Honorable Body to regulate the toll rates prescribed by canal companies, I beg to advise that in my opinion Section 2813, of the General Statutes of Florida, which provides as follows, is the law upon the subject and is still in force:

"Section 2813. The President and Directors of any Canal or Navigation Company are authorized to agree upon such rates of tolls for the use of such navigation as they may deem reasonable, and as shall be approved by the Board of Trustees of the Internal Improvement Fund, and such Company may collect tolls on all vessels or other water craft which may pass or repass through any canal which such Company may cut or construct, or which may pass or repass through any canal they may have dredged or deepened, and such Company shall be entitled to demand and receive said tolls on all produce, merchandise, goods or other articles which may be transported through any of the canals cut or waters improved by such Company, and all produce, goods, merchandise, boats or other

articles or things which may be transported or conveyed through any of said canals constructed, or waters made navigable, shall be liable for the tolls and fees to which they are respectively chargeable, and may be detained until the same be paid and acquitted.'

"My construction of this statute is that it authorizes rates as therein directed, and further means to provide a summary remedy for the collection of the tolls that are fixed in accordance with the provisions of said statute; that the Trustees of the Internal Improvement Fund have the authority to approve or disapprove the schedule of rates of toll submitted to them by any canal company.

"Respectfully submitted,

"PARK TRAMMELL, Attorney General."

After considering the matter, the following resolution was adopted:

Be it resolved by the Board of Trustees of the Internal Improvement Fund, That the following rates of toll on all vessels or other water craft which may pass or repass through the canals cut or constructed, and through the channels which have been dredged or deepened, by the Florida Coast Line Canal and Transportation Company, and agreed upon by the President and Directors of said Florida Coast Line Canal and Transportation Company on February 24th, 1908, be, and the same are hereby approved, to be and remain in force for six months from November 1st, 1909, and no longer, said rates being approved only for a period of six months.

TOLL RATES PROPOSED BY FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY.

	LOCAL.					THROUGH.					
	Jacksonville.	Matanzas.	Haulover.	Juno.	New River.	Biscayne.	2 chains.	3 chains.	4 chains.	5 chains.	6 chains.
Boats, per foot—											
Under 50 ft. in length.....	.10	.10	.10	.10	.10	.10	.15	.20	.25	.30	.35
50 ft. to 100 ft. in length.....	.15	.15	.15	.15	.15	.15	.22	.30	.37	.45	.52
100 ft. to 150 ft. in length.....	.20	.20	.20	.20	.20	.20	.30	.40	.50	.60	.70
Over 150 feet in length.....	.25	.25	.25	.25	.25	.25	.37	.49	.61	.73	.85
Passenger toll .....	.30	.30	.30	.30	.30	.30	.50	.60	.70	.80	.90
Tolls on freight.....							As per Tariff Sheet.				

Schedule of Toll Rates on Freight Established by Florida
Coast Line Canal and Transportation Company.

Boilers, castings, machinery, etc., per 100 lbs.	\$.05
Bricks, per 1000 . . . . .	.50
Buggies (set up)	1.00
Buggies (packed), per 100 lbs. . . . .	.25
Corn, per bushel . . . . .	.01
Coal, per ton of 2240 lbs. . . . .	.50
Carriages (set up), each	1.25
Carriages (packed), per 100 lbs. . . . .	.25
Carts, each . . . . .	.50
Empty oil barrels, each . . . . .	.05
Empty truck barrels, each . . . . .	.03
Fertilizer, and all material for fertilizer, per ton of 2240 lbs. . . . .	.50
Hay, in ten-ton lots, per ton 2000 lbs. . . . .	.40
Hay, in less than ten-ton lots, per 100 lbs. . . . .	.03
Horses and mules, each	1.00
Ice, per ton 2000 lbs. . . . .	.30
Iron of all kinds, per ton 2240 lbs. . . . .	.50
Logs when loaded in vessels, per 1000 ft. B. M. . . . .	.50
Wood, per cord . . . . .	.25
Lime, per ton 2240 lbs. . . . .	.40
Oil, per barrel . . . . .	.15
Oil, per drum . . . . .	.25
Piling, per lineal foot . . . . .	.01
Phosphate, per ton 2240 lbs. . . . .	.50
Potatoes, per barrel . . . . .	.02 $\frac{1}{2}$
Railroad ties, each . . . . .	.02 $\frac{1}{2}$
Shingles, per 1000 . . . . .	.15
Salt, per ton 2240 lbs. . . . .	.25
Telegraph poles, per lineal foot . . . . .	.01
Oranges, per box . . . . .	.02 $\frac{1}{2}$
Pineapples, per standard crate . . . . .	.02 $\frac{1}{2}$
Vegetables, per standard crate . . . . .	.02
Crate material (knocked down), per crate . . . . .	.00 $\frac{1}{2}$
Lumber loaded on vessels, per 1000 ft. B. M. . . . .	.50

Lumber in rafts .....	.75
Acids, in bulk, per 2000 lbs. ....	.20
Agricultural implements, not otherwise mentioned, per 1000 lbs. ....	.40
Anchors, per 1000 lbs. ....	.40
Apples (per barrel, 3 cents); per ton .....	.30
Articles of merchandise, not enumerated, or un- known, in boxes or bales, per cubic foot. ....	.02
Articles of merchandise, not enumerated, or un- known, per keg .....	.04
Articles of merchandise, not enumerated, or un- known, per half-barrel .....	.06
Articles of merchandise, not enumerated, or un- known, per barrel .....	.10
Articles of merchandise, not enumerated, or un- known, per tierce .....	.30
Articles of merchandise, not enumerated, or un- known, per hhd. or crate .....	.50
Articles of merchandise, not enumerated, or un- known, per 112 lbs. ....	.10
Ash, pot, pearl and soda, per 1000 lbs. ....	.20
Asphaltum, per ton .....	.20
Bacon, beef and pork (per barrel, 8 cents); per 1000 lbs. ....	.20
Bagging, gunny bags, per 1000 lbs. ....	.30
Bark (ground), per 1000 lbs. ....	.30
Bark, rough or common, per 1000 lbs. ....	.20
Baskets, large, per dozen .....	.12
Baskets, small, per dozen .....	.04
Peach Baskets, per dozen .....	.06
Peach Baskets (per cargo), per dozen .....	.01½
Books and stationery, per 1000 lbs. ....	.30
Boxes and cases, empty, per 1000 lbs. ....	.35
Bran and ship stuff, per double bushel .....	.01½
Brooms, per 1000 lbs. ....	.50
Broom corn, per 1000 lbs. ....	.35
Buckets and pails, per dozen .....	.06

Burr blocks (each, 1 cent) ; per 1000 lbs. ....	.35
Butter, per 1000 lbs. ....	.40
Cannon, all kinds, per 1000 lbs. ....	.35
Candles, per 1000 lbs. ....	.35
Canned goods, all kinds, per ton. ....	.35
Candy and confectionery, per 1000 lbs. ....	.50
Carpeting, all kinds, per 1000 lbs. ....	.60
Carboys, each ....	.06
Cars, box cars, each	6.00
Small dump cars, each.	2.00
Platform cars, each	3.00
Car and carriage springs, per 1000 lbs. ....	.20
Cement and plaster (per bbl., 6 cents) ; per 1000 lbs	.15
Chains, per 1000 lbs. ....	.35
Charcoal per 100 bushels ....	.40
Chalk, in bulk, per ton ....	.15
Cheese, per 100 lbs. ....	.35
Clay pipes and cylinders, per ton ....	.30
Clocks and toys, per 1000 lbs. ....	.50
Coal tar (per bbl., 6 cents) ; in bulk, per 2000 lbs. .	.20
Paper, per ton ....	.25
Pitch (per bbl., 7 cents) ; per ton. ....	.25
Cocoa and other matting, per bundle. ....	.05
Cocoanuts, per 100 ....	.15
Coffee, per 1000 lbs. ....	.35
Coffins, wood, per 1000 lbs. ....	.40
Metal, per 1000 lbs. ....	.50
Coke, per 100 bushels ....	.37
Copper and brass, manufactured, per 1000 lbs. ....	.35
Old scraps of pig, per 1000 lbs. ....	.30
Copperas, per 1000 lbs. ....	.35
Cork, per 1000 lbs. ....	.40
Cotton, per ton ....	.40
Cotton yarn, per 1000 lbs. ....	.45
Cordage and rope, per 1000 lbs. ....	.45
Crackers, per barrel ....	.10
Demijohns, full, each ....	.06

Domestic and brown muslins, per 1000 lbs. ....	.40
Drain pipe of clay or earthenware, per ton.....	.30
Drugs, not enumerated, per 1000 lbs. ....	.50
Alum, per 1000 lbs. ....	.30
Bluestone, per 1000 lbs. ....	.30
Epsom salts, per 1000 lbs. ....	.20
Glauber salts, per 1000 lbs. ....	.15
Dry goods, not enumerated, per ton .....	.50
Dry goods and ochre (per bbl., 4 cents); per ton..	.40
Earth paints, per 1000 lbs. ....	.20
Earthenware, china, glass and queensware, per 1000 lbs. ....	.45
Eggs, per barrel .....	.12
Empty hogsheads and tierces, each .....	.06
Empty barrels, beef, pork, etc., each .....	.01½
Empty barrels, flour, each .....	.01
Empty kegs, carboys and demijohns, per dozen...	.05
Empty oyster kegs, per 100 .....	.30
Feathers, per 1000 lbs. ....	.50
Fire clay, per ton .....	.15
Fish, all kinds (per bbl., 6 cents); per ton.....	.30
Flint and feldspar, per ton .....	.15
Flour and cornmeal (per bbl., 6 cents); per ton....	.40
Furniture, new, per 1000 lbs. ....	.60
Furniture, old (1-horse load, 50 cents); 2-horse load	1.20
Glass (window) (per box 50 ft., .01½); per ton....	.35
Glass bottles; in cases, per ton .....	.35
Grain—Wheat, per bushel .....	.01
Rye, corn, barley and malt, per bushel.....	.01
Oats, per bushel .....	.00¾
Grindstones, per 1000 lbs. ....	.30
Groceries, not enumerated, per 1000 lbs. ....	.45
Gunpowder, per 112 lbs. ....	.10
Hair, bristles, per 1000 lbs. ....	.40
Handles, forks, brushes, etc., per 1000 lbs.....	.40
Hardware, and cutlery of all kinds, per 1000 lbs...	.25

Hats and caps, per pkg. of 1 dozen .....	.10
Hemp and hempen yarn, per 1000 lbs. ....	.45
Hides (dry, 1 cent each; green, 2 cents); per 1000 lbs. ....	.50
Hoop poles—Hogsheads, per 1000 lbs.	1.00
Barrel, per 1000 lbs. ....	.50
Split, per 1000 lbs. ....	.30
Hops, per 1000 lbs. ....	.40
Horns, per 1000 lbs. ....	.25
Horeshoes, per 1000 lbs. ....	.20
Jute, per ton .....	.40
Kaolin, per ton .....	.15
Last blocks, per 1000	1.00
Lath—For plastering, per 1000 .....	.10
For shingling, lineal, per 1000 ft. ....	.18
Lard and tallow, per 1000 lbs. ....	.16
Lead and zinc (bar, pipe and sheet), per 1000 lbs. .	.25
Leather, and articles of manufactured leather, per 1000 lbs. ....	.50
Leather scraps, per 1000 lbs. ....	.16
Limestone, per ton .....	.20
Liquors, of all kinds, including cider, vinegar and mineral water (per bbl., 10 cents); per 1000 lbs. .	.40
Live Stock—Calves and hogs, each .....	.10
Sheep, each .....	.10
Looking-glasses, per 1000 lbs. ....	.50
Lumber—Axle trees, each .....	.01½
Boards, planks and scantlings, in vessels and floats board measure, per 1000 ft. ....	.50
Oar blades, finished, per 1000 lbs. ....	.35
Oar blades, in the rough, per 1000 run'g ft. .	.50
Marble dressed or manufactured per ton .....	.30
Sawed, or in the rough, per ton .....	.25
Matting, per bundle .....	.05
Mattresses, per 1000 lbs. ....	.40
Melodeons, each .....	.40
Molasses, per 1000 lbs. ....	.15

Nails per 1000 lbs. ....	.18
Naval stores, rosin, Carolina pitch, turpentine (per bbl., 5 cents) ; per 1000 lbs. ....	.25
Oil cake, per 1000 lbs. ....	.15
Oil cloth, per 1000 lbs. ....	.50
Oysters (in barrels), per barrel ....	.12½
Oysters, in barges and canal boats, per ton. ....	.30
Paper—Books and stationery, per 1000 lbs. ....	.30
Writing and printing, per 1000 lbs. ....	.30
Straw and wrapping and paper hanging, per 1000 lbs. ....	.25
Roofing and tar paper, per ton. ....	.25
Peaches (per crate, 3 cents) ; per basket ....	.02
Pickets, on fence measure, per 1000 ft. ....	.50
Plaster (see Cement).	
Plaster, land, per ton ....	.15
Posts—Locust or cedar, per 100	1.50
Oak or chestnut, per 100	1.25
Oak or chestnut, sawed, B. M., per 1000 ft. .	.30
Rags and waste, per 1000 lbs. ....	.30
Rails, per 100 ....	.40
Refrigerators, each ....	.40
Rice, per 1000 lbs. ....	.30
Roots—Logs (per cord, 40 cents) ; per 1000 lbs. ....	.12½
Knees, above 10 in. square, each. ....	.50
Knees, between 10 and 6 in., each. ....	.18
Knees, 6 in. and less, each ....	.07
Salt cake, per ton ....	.25
Saltpetre, per 1000 lbs. ....	.25
Sawdust, per ton ....	.20
Seed, all kinds, per bushel ....	.05
Sewing machines, each ....	.40
Shells (see Vessels).	
Shocks, barrels, per 1000 lbs. ....	.12½
Hogsheads, per 1000 lbs. ....	.15
Silica, per ton ....	.15

Skiffs and Boats, not over 25 ft. in length and five tons capacity, carried on deck of vessels.....	1.50
Slate, for roofing, per 1000 .....	.15
Soap, common, per 1000 lbs. ....	.25
Soapstone, per 1000 lbs. ....	.15
Spars, dressed, per cubic foot .....	.02
Spokes, in the rough (per cord, 40 cents); per 1000 lbs. ....	.10
Staves, in the rough (per cord, 40 cents); per 1000 lbs. ....	.07
When dressed, per 1000 lbs. ....	.15
Steel, per 1000 lbs. ....	.20
Stones—Dressed or manufactured, per ton.....	.40
In blocks or sawed, per ton.....	.25
Broken, cubical blocks for paving, per ton..	.18
Curbs and flagging, per ton .....	.20
Crushed for macadamizing, per ton .....	.15
Stoves, and parts thereof, per 1000 lbs. ....	.30
Straw goods, per 1000 lbs. ....	.60
Sulphur and brimstone, manufactured, per ton....	.30
Raw, in bulk, per ton .....	.25
Sugar, per 1000 lbs. ....	.20
Sumac, per 1000 lbs.....	.25
Tin and tinware, per 1000 lbs. ....	.40
Tin scraps, per ton .....	.25
Tires—Small, 6 cents; large, per 100 .....	.12
Tree nails, per 1000 .....	.15
Tobacco—Leaf, per 1000 lbs. ....	.35
Manufactured, per 1000 lbs.....	.45
Varnish, per barrel .....	.15
Wagon hubs, each.....	.01
Water melons (other melons $12\frac{1}{2}$ cents), per 100..	.25
Wheelbarrows, each .....	.18
Whiting (per bbl, 5 cents), per 1000 lbs. ....	.12
White lead and paints, per 1000 lbs. ....	.30
Willow ware, per 1000 lbs. ....	.50

Window sash, door frames, trunks, hydrants, brush, blocks, etc., per 1000 lbs. ....	.40
Wool, per 1000 lbs. ....	.40
Yarn, per 1000 lbs. ....	.40

Unenumerated articles will be charged the same rate of toll as on like articles.

Mr. J. W. Newman, Engineer for Trustees, made application through P. F. Jenkins, Superintendent, for leave of absence for three weeks, and the Secretary was directed to inform the Superintendent that in view of Mr. Newman's long and faithful services his case was regarded as exceptional and for that reason the leave of absence would be granted.

The following letter from Hon. W. S. Jennings was read and ordered spread upon the Minutes:

"Jacksonville, Fla., October 19, 1909.

"Hon. W. M. McIntosh, Jr., Secretary, Tallahassee, Fla.

"Dear Sir: I am in receipt of a letter from Mr. A. J. Bendle, under date of the 16th instant, inquiring if the note of the Davie Realty Company, due November 1st, in the amount of \$33,333.33, has been cancelled by the payment of the \$34,170.00 sent through my office; and if so, please send the paid note to me.

Mr. Bendle also inquires to know if the Trustees will accept \$34,000.00 as payment in full on the remaining note of \$33,333.33, payable by said company to the Trustees, if it is paid by the 15th day of November, 1909, saying that if so he will make an extra effort to raise the money by that time, and asking me for an early reply, in order that he may have a little time to conclude his arrangements for the money.

"Yours very truly,

"W. S. JENNINGS."

The proposition of the Davie Realty Company to take up the note referred to in the latter part of the letter by

paying the sum of \$34,000.00 before November 15, 1909, was, after some discussion, accepted, and the Secretary was instructed to advise Mr. Jennings by telegram, as follows:

"The Trustees will accept the proposition of the Davie Realty Company contained in your letter of the nineteenth."

The request of Superintendent Jenkins to be allowed to employ one additional runner on each dredge at the small additional expense of fifteen dollars per month each, which would be necessary without increasing the number of employees on that account, was approved.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., November 2, 1909.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following communication from Hon. W. S. Jennings, dated October 29, 1909, in relation to the claim of the Wilson Cypress Company to the tract of land between the St. Johns River proper and the western boundary of the Fitch grant, was read and ordered spread upon the Minutes:

Wilson Cypress Company Claim.

"Jacksonville, Fla., October 29, 1909.

"Hon. B. E. McLin, Commissioner of Agriculture, Tallahassee, Fla.

"Dear Sir: After expressions of regret at inability to

give attention to your letter of July 1, 1909, I now write to discuss and submit a tentative proposition relating to one part thereof, which it would seem requires immediate attention, viz., the claim of the Wilson Cypress Company to the tract of land mentioned in your letter between the waters of the St. Johns River proper and the western boundary of the Fitch grant, as appears by plat, survey and field notes thereof, in Volusia County, and which it appears that the Wilson Cypress Company claims under riparian rights, as owners of the abutting property, and that the United States General Land Office has made rulings in relation thereto that will require appeals therefrom, and other proceeding in the Interior Department in Washington, to establish the State's claim to said lands under the Act of Congress of 1850, and the procurement of a patent therefor, and will also involve, as I understand their case, proceedings in the courts to test the superiority of the titles under such grant and the claim of the Wilsons under their riparian claims.

"I have re-examined the claims, and my opinion furnished you under date of January 30th, 1909, is confirmed by my further investigations.

"This will explain to you fully my opinion regarding the claims. This information before you furnishes you with all of the information I have on the subject, and with this in view, in further reply to your inquiry for an expression on my part as to what fee I would require to undertake the procurement of the patent to this tract of land, you are advised that I will undertake the adjustment of the claim with the Government, and take immediate steps to procure a patent therefor, at my own proper cost and expense, for and in consideration of one-half of the land recovered; or I will undertake to adjust the claim, and procure the patents, the Trustees to defray my actual expenses incident to said service, and accept one-third of the land recovered as compensation for services rendered in that behalf.

"I am not in a position to make a proposition covering the other matters contained in your letter, until I can have an opportunity of spending some time in your office and possibly some days in the Land Office at Washington.

"Yours very truly,

"W. S. JENNINGS."

The matter of the claim of W. I. Huffstettler for seven hundred and fifty dollars for the boat known as the "Buffalo" was taken up, and it appearing that said boat was in the employ of the Trustees, when injured by an explosion, it was ordered that the Secretary advise Mr. Jenkins that the Trustees would pay the amount claimed for said boat provided a receipt is given for the purchase price, to include the boat and all claims, or demands in any way connected with the boat or its use by the Trustees.

The Secretary was directed to notify Mr. Jenkins that he could have such repairs made to the gas engine in the scow boat as he deemed necessary.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., November 5, 1909.

The Trustees met in the Executive Office.

Present:

- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

A letter was presented from P. F. Jenkins, Superintendent, asking for instructions as to the route of the dredge Caloosahatchee above the rapids at Fort Thompson, and the Secretary was instructed to write Mr. Jenkins that

the Trustees approve his suggestion that the dredge Caloo-sahatchee take the course of the present stream without attempting to make a cut-off at any point. Although the stream may be crooked, the Trustees do not feel that it is incumbent upon them to expend money to remedy that condition.

A telegram from Superintendent Jenkins, asking if Comfort had permission to cut ditch into canal was read, and the Secretary was instructed to wire Mr. Jenkins and to follow the telegram with the following letter:

"Tallahassee, Fla., November 5, 1909.

"Mr. P. F. Jenkins, Superintendent, Miami, Fla.

"Dear Sir: I received your telegram asking if Comfort had permission to cut ditch into canal, and wired you as follows:

"No authority has been granted to any person to connect with canal excavated by Trustees. Comfort may furnish pipes and gateway to Trustees and have connection made at his expense solely under your direction after approval of Trustees. See letter."

"On October 12, 1908, Walter R. Comfort addressed a letter to the Trustees, as follows:

"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 be caused 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 Township 53, Range 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 understanding 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.

Yours very truly,

(Signed.) WALTER R. COMFORT.

"The foregoing request was granted by the Trustees, but no action can be taken thereunder until the Trustees approve the pipes and gateways and the money is deposited with them to cover the cost of putting the same in position with adequate concrete abutments to protect the bank from washing out or caving in on either side. The work, when authorized, is to be done solely under your direction. Comfort may, if so recommended by you, and with the approval of the Trustees, furnish all the material and labor in lieu of the money, but in that case a cash deposit would have to be made by him with the Trustees to guarantee sufficient labor and material to make a first-class job entirely satisfactory to you as the Superintendent of the Trustees.

Yours very truly,

....., Secretary."

The following power of attorney, sent to the Trustees by W. S. Jennings, Attorney, was ordered spread upon the Minutes:

"Know All Men by These Presents, That whereas, I, Richard J. Bolles, of Carlsbad, New Mexico, am the owner of upwards of 300,000 acres of certain lands known as Everglade lands, lying in the Counties of Dade and Palm Beach, State of Florida; and that

"Whereas, The said lands are subject to the lien of a certain mortgage given by me to the Trustees of the Internal Improvement Fund to secure the payment of a part of the purchase money for said lands; and that

"Whereas, Under the terms and provisions of said mortgage and the contract therein referred to for each payment made on account of the debt secured thereby. I am at any

time thereafter entitled to have released and discharged from the lien of said mortgage in certain quantities or greater, as specified in said mortgage, such a part or parts of said lands as I may from time to time select and designate, at the ratio of one acre for each and every three dollars so paid to said mortgagee; and that

"Whereas, I have procured certain loans of money, part of which has been and part of which will hereafter be paid to said mortgagee in reduction of said mortgage debt from John E. Andrus, of Yonkers, N. Y.; and that

"Whereas, Said loans were made on the security of certain of said lands and upon the express condition and agreement on my part that with respect to any of my said lands I would irrevocably transfer to and invest said Andrus with all the rights, power and authority each and every one of them which I might or could have with respect to the selection, designation, release and discharge of the particular lands from time to time to be selected, designated, discharged and released from the lien of said mortgage on account of the payment to said mortgagee of the \$100,000.00, or any part or parts thereof, to be loaned to me and my associates under the terms of a certain contract between us, dated September 16, 1909, and with respect to any matter reasonably incident to said selection, designation, release and discharge.

Now Know Ye, That I, the said Richard J. Bolles, have irrevocably made, constituted and appointed, and by these presents do irrevocably make, constitute and appoint the said John E. Andrus, of Yonkers, N. Y., my true and lawful attorney for me and in my name, place and stead, from time to time, and in such various sized tracts as he may choose to select and designate all those certain parts, portions or tracts of my said lands in the said Counties of Dade and Palm Beach, State of Florida, not heretofore released and discharged, which I will or might be entitled to have released and discharged from the lien of said mortgage made to said Trustees of the Internal Improve-

ment Fund from and after the date and by reason of the payment of said \$100,000.00, or any part or parts thereof, to said Trustees of the Internal Improvement Fund, whether the same be paid to them by me or by said Andrus directly for my account; and also to seek, procure, receive and record each and every one of such releases and discharges, and also to institute and prosecute any suit or action at law or in equity or other proceedings in my name or otherwise necessary in the premises in the opinion of my said attorney or his substitute, and hereby revoking all other powers of attorney and authorizations inconsistent herewith and giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could personally do, with full power of substitution and revocation, hereby ratifying all that my said attorney, or his substitute, may lawfully do or cause to be done by virtue hereof.

"In Witness Whereof, I have hereunto set my hand and seal the 16th day of September in the year nineteen hundred and nine.

"RICHARD J. BOLLES.

"Signed, sealed and delivered in presence of

"WILLIAM H. TAYLOR."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., November 8, 1909.

The Trustees met in the Executive Office.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Judge George P. Raney appeared before the Trustees in behalf of W. N. Camp and renewed his application made October 2, 1909, for a renewal of the contract for the drainage of the lands covered by the waters of Orange Lake, which contract is to be found on page 67 et seq. of Vol. 5 of the printed Minutes of the Trustees, June 28th, 1901, and upon motion the matter was referred to the Attorney General for investigation and report.

The Superintendent advised the Trustees that the dredge Miami had finished to the end of the blasting and asked for further instructions, and the Secretary was directed to wire him to let the Miami proceed on same route and to confirm and explain said telegram by sending the Superintendent the following letter:

"Tallahassee, Fla., November 8, 1909.

"Mr. P. F. Jenkins, Superintendent, Miami, Fla.

"Dear Sir: On the 6th instant I wired you to 'Let the Miami proceed on same route; see letter,' and I desire now to confirm said telegram and to say that the Trustees direct that you continue as instructed by said telegram subject to the restrictions that you limit the blasting ahead of the dredge to what the dredge Miami can cut out in ten days. In other words, blast ahead of the dredge

from time to time as required, but don't get further ahead at any time than ten days' dredging.

"Yours very truly,

"SECRETARY."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., November 9, 1909.

The Trustees met in the Executive Office.

Present:

A. W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.

Mr. Myers presented a petition in behalf of Mr. J. J. Dunne in the matter of lands reserved for the St. Cloud Sugar Belt Railway Company, as follows:

Tallahassee, Fla., November 1, 1909.

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

Gentlemen:—

Your petitioner, J. J. Dunne, respectfully represents that the St. Cloud Sugar Belt Railway Company, a corporation organized under the laws of the State of Florida, constructed and operated a railway in Osceola County, Florida, prior to June 12th, 1891, fifteen and four-tenths (15-4/10ths) miles in length, which railway so constructed was duly examined and reported on by the State Engineer and his report approved by the Trustees of the Internal Improvement Fund; and the said St. Cloud Sugar Belt Railway Company was, on or before June 12th, 1891, legally entitled by reason of such construction to receive from the Trustees of the Internal Improvement Fund a

conveyance to it of 3,840 acres of land granted to the State of Florida by Act of Congress of September 28th, 1850, for each mile of railway which it had so constructed, making a total of 59,136 acres. And on the 12th day of June, 1891, the said railway company, by its attorney, appeared before the Trustees of the Internal Improvement Fund at a meeting held by them and asked that deed be made to said company for the odd numbered alternate sections of land lying within six miles of the constructed line of said railway, and the following resolution was thereupon adopted by the said Trustees:

“Resolved, That the Salesman be, and he is hereby, directed to execute deeds to the St. Cloud Sugar Belt Railway Company for the alternate odd sections of land lying within six miles of the constructed line of railway as inspected and reported upon by the State Engineer.” (See Minutes of the Board of Trustees of the Internal Improvement Fund of the State of Florida, Vol. 4, page 149.)

That on the 22nd day of June, 1891, the Superintendent and Attorney of the said St. Cloud Sugar Belt Railway Company appeared before the Trustees of the Internal Improvement Fund and requested them to convey to said company the quantity of land to which it was entitled for the construction of the said fifteen and four-tenths miles of its railway, which had been recently inspected and favorably reported on by the State Engineer as aforesaid, and as the Commissioner of Agriculture had reported that there was no land within six miles of said railway which said company could get under its grant, the said Superintendent and Attorney presented the following communication from Hamilton Disston, President of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, to the said Trustees, viz.:

“Philadelphia, Pa., April 24, 1891.

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

“Gentlemen: In order to aid the St. Cloud Sugar Belt

Railway Company, by enabling them to obtain some lands under their franchise and encourage the further extension of their railway, this company is willing and does hereby release so much of the lands now reserved to them under their drainage contract in the following

Townships, South.	Ranges, East.
42	37, 38
43	37, 38, 39
44	40,

as your Honorable Board may convey to the St. Cloud Sugar Belt Railway Company on account of lands that may be due them on railway now constructed.

“Yours respectfully,

“HAMILTON DISSTON, President.”

Whereupon the following resolution was adopted by the Board:

Whereas, The St. Cloud Sugar Belt Railway Company has completed 15.4 miles of its road and is under its charter entitled to 3,840 acres of the lands granted to the State of Florida under the Act of Congress of September 28, 1850, for each mile of road it constructs, such lands to be taken from the alternate sections within six miles of its line of road, and in case of a deficiency of such lands within the distance aforesaid then to be taken from any such lands owned by the State not appropriated to other existing corporations; and

Whereas, The Commissioner of Agriculture has reported that there are no unappropriated lands of the class designated within six miles of the portion of the said company's railway which has been constructed; and

Whereas, The Atlantic and Gulf Coast Canal and Okeechobee Land Company has filed with the Board written authority for them to convey to the said St. Cloud Sugar Belt Railway Company the lands now reserved for said Land Company under its drainage contract with the

Board and to which it will be entitled under said drainage contract in the following

Townships, South.	Ranges, East.
42	37, 38
43	37, 38, 39
44	40,

Now, therefore, be it

Resolved, by this Board, That they will, under the authority aforesaid, convey to said St. Cloud Sugar Belt Railway Company the quantity of lands to which it is now entitled, to be taken from the odd numbered sections in the townships aforesaid as soon as patents are obtained from the United States for the State selections in said townships.

That thereupon a copy of the said resolutions of the Trustees of the Internal Improvement Fund, duly certified by the Secretary thereof, was delivered to the St. Cloud Sugar Belt Railway Company, showing such action of the said Trustees, and that they would convey the same to the said company as soon as patents were obtained from the United States, which certificate was recorded, as evidence of the said company's right to said lands, in the office of the Clerk of the Circuit Court of Dade County, Florida, within which county said lands are situated.

That the St. Cloud Sugar Belt Railway Company, on the 15th day of March, 1892, for a valuable consideration, and for assistance rendered to said Railway Company, did convey an undivided one-half interest in said lands so set apart to the said Railway Company, to your petitioner, J. J. Dunne, and the deeds so conveying said respective undivided interests were duly recorded in the office of the Clerk of the Circuit Court of Dade County, Florida.

That patents for said lands were subsequently issued by the United States to the State of Florida, and the Trustees of the Internal Improvement Fund have not yet conveyed said lands, or any part thereof, to the St. Cloud Sugar

Belt Railway Company, or to your petitioner, its grantee, of an undivided one-half interest therein, as aforesaid.

That a part of the lands so certified to the said Railway Company, and conveyed by said company to the said Hamilton Disston and the said J. J. Dunne, in undivided moieties, as aforesaid, have been, since the patent from the United States to the State of Florida therefor was received, conveyed by the Trustees of the Internal Improvement Fund to other persons and corporations, part thereof in compromise of claims and part for money consideration, so that there does not now remain in the custody and control of the said Trustees as much as 59,136 acres of said lands which can be conveyed to your petitioner and the representatives of the said Hamilton Disston.

That your petitioner is entitled to receive a conveyance of an undivided one-half interest in such part of said lands as now remain in the control of the Trustees of the Internal Improvement Fund and other lands in lieu of those which have been conveyed by the Trustees to other persons and corporations.

That the recognition of the Trustees of the Internal Improvement Fund of the right of the St. Cloud Sugar Belt Railway Company to the lands aforesaid was by virtue of the grant of alternate sections of land within six miles of said railway, which right has always been reserved and recognized by the Trustees of the Internal Improvement Fund under the Act of the Legislature of January 6th, 1855, creating said Board; and there being no lands within such limits applicable to such grant, and the said Drainage Company, whose rights had been created under contract with said Board, being willing that a part of the lands set apart for them under such contract should be applied to supply the deficiency in the grant to the said Railway Company, the resolution hereinbefore recited was past recognizing such grant and applying said lands so released for that purpose by the said Drainage Company,

and your petitioner acquired his interest in said lands on the faith of the action of the said Drainage Company and the Trustees of the Internal Improvement Fund.

That the deed from the St. Cloud Sugar Belt Railway Company to your petitioner directs that a conveyance shall be made by the Trustees of the Internal Improvement Fund direct to your petitioner.

Your petitioner, therefore, prays the Trustees of the Internal Improvement Fund that they convey to him 29,568 acres of said lands, or an undivided one-half interest in 59,136 acres of the lands covered by said resolution, or so much thereof as now remains undisposed of, and of such amount of other lands lying as nearly adjacent thereto as practicable as may be necessary to make up the 59,136 acres.

And your petitioner will ever pray.

FRED T. MYERS, Attorney.

J. J. DUNNE, Petitioner.

Which petition was referred by the Trustees to the Attorney General for examination and report.

Mr. Barrs appeared before the Trustees, stating that he was authorized by the Hamilton Disston estate and Colonel Dunne, who was present, to make the following proposition :

“That upon the conveyance of the lands claimed by the Hamilton Disston estate and Colonel Dunne, amounting to 59,136 acres, there will be spent by the grantees in such deeds two dollars per acre upon the construction of a canal from Lake Okeechobee to the vicinity of West Palm Beach, or, at the option of the Trustees, two dollars per acre will be contributed, as needed, towards the expense of constructing such canal, said amount to be paid to the Trustees to be expended for such purpose.”

Which proposition was taken under consideration by the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., November 13, 1909.

The Trustees met in the Executive Office.

Present:

- A. W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The following letter from P. F. Jenkins, Superintendent, was presented and read:

“Miami, Fla., November 9th.

“Mr. W. M. McIntosh, Jr., Secretary, Tallahassee, Fla.

“Dear Sir: Since the water has fallen a little in the North Canal at Lauderdale, it has been discovered that the cause has practically filled up for quite a distance just below the dam where the dredge Everglades is being repaired. It will be absolutely necessary (in order to get anything up this canal at all) to cut through the dam and clean out these filled-in places as soon as the dredge is in commission, and I want to know if the Trustees desire all of the shallow places in this canal taken out while the boat is in this part of the canal, as suggested in my letter of September 16th. The water in the canal at the point where the worse washing is located is barely deep enough now (in spite of the fact that the water in the canal is high) for the tender boat to get up to the dam with material.

"Please let me know what the Trustees want done in the matter as soon as possible, in order that I may figure on the best way of handling the work.

"Very truly yours,

"P. F. JENKINS, Superintendent."

After considering the matter referred to by Mr. Jenkins, the Secretary was directed to send him the following letter:

"Tallahassee, Fla., November 13, 1909.

"Mr. P. F. Jenkins, Superintendent, Miami, Fla.

"Dear Sir: Replying to yours of the 9th instant in relation to cleaning out the canal below the dam, I beg to say that the Trustees decided that you use your own best judgment in that matter. They also asked me to request you to give them your opinion as to the advisability of making an opening in the center of the dams and allowing it to remain there as long as it does not reduce the water too low above the dam, and also as to whether or not it would be advisable to put inexpensive gates in the opening. This latter matter has no connection with the first part of my letter, but is intended as a separate investigation, with the view of making some permanent arrangement by which the water can get through the dams and at the same time the opening large enough for the boats with supplies, etc., to pass backwards and forwards.

"I also enclose you herewith a letter from E. N. Worley, which the Trustees desire you to read and make such suggestions as you may deem advisable in connection therewith.

"Yours very truly,

"....., Secretary."

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., November 15, 1909.

The Trustees met in the Executive Office.

Present:

- A. W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Secretary was directed to send the following letter to P. F. Jenkins, Superintendent:

"Tallahassee, Fla., November 15, 1909.

"Mr. P. F. Jenkins, Superintendent, Miami, Fla.

"Dear Sir: Recognizing the impracticability of any one person keeping in close touch with all the dredges, as is desirable, owing to the wide separation of same, also considering the fact that the captain of a dredge, during operation of same, is wholly employed in manipulating the lever controlling the dipper, etc., the Trustees desire that you instruct Mr. Newman that he, as engineer, is in charge of the Caloosahatchee, that he is to perform the duties heretofore assigned him, and in addition thereto he will see that the work is carried on according to the general or specific instructions of the Trustees and the Superintendent, and is to use his judgment in all matters for the best interests of the work, not to conflict with such instructions.

"In order that there be no conflict of authority, it is deemed advisable that Mr. Newman's orders to the operating crew be given through the captain, and that the captain have full charge during Mr. Newman's temporary absence at any time.

"It will be Mr. Newman's duty, amongst other things, to see that all necessary supplies, both as to food and repairs, are ordered and on hand when needed, to promptly and freely recommend any change of method that his judgment may dictate from time to time; also, to keep

up a constant inspection of the dredge and all its parts, and to see that nothing is left undone that would contribute to economy and efficiency in the management to keep the same in best condition and repair. When practicable, he is to use the larger dipper which is on board the dredge.

"In regard to the dredges Everglades and Okeechobee, it is desired that you give instructions to Mr. Savage similar to those indicated above for Mr. Newman, with such modifications as may be warranted by the fact that you are much closer to these dredges than to the Caloosahatchee and can, therefore, give them more of your personal attention.

"Yours very truly,

"W. M. McINTOSH, JR., Secretary."

The Secretary was also instructed to advise Mr. Jenkins to let the Miami continue on the same route, but not to blast further ahead than can be cut out in ten days, until further notice.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., November 18, 1909.

The Trustees met in the Executive Office.

Present:

- A. W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Mr. N. T. Rich, Jr., appeared before the Trustees and presented certain affidavits as to the value of Section 22,

Township 4 South, Range 20 East, and the east $\frac{1}{2}$ of Section 28, Township 4 South, Range 20 East, for which he offered \$1.00 per acre for the whole section and twenty-five cents per acre for the east $\frac{1}{2}$ of Section 28. The offer was declined.

Secretary was instructed to issue receipt to R. J. Bolles in the following form:

"Received of R. J. Bolles, of Carlsbad, New Mexico, Ten Thousand Dollars (\$10,000.00) on September 20th, 1909, Fifteen Thousand Dollars (\$15,000.00) on October 2nd, 1909, and Twenty-five Thousand Dollars (\$25,000.00) on October 16th, 1909, for account of R. J. Bolles, of Carlsbad, New Mexico, the same being credited as follows, on principal of the mortgage notes of R. J. Bolles held by the Trustees of the Internal Improvement Fund, to-wit:

"Note of R. J. Bolles for \$25,000.00, dated December 23rd, 1908, payable to the order of the Trustees of the Internal Improvement Fund on the first day of October, 1909.

"Note of R. J. Bolles for \$25,000.00, dated December 23rd, 1908, made payable to the order of the Trustees of the Internal Improvement Fund on the first day of January, 1910.

"Which said payments, by reason of a certain power of attorney executed and delivered by R. J. Bolles to J. E. Andrus and heretofore placed on file with us, entitles said J. E. Andrus, as attorney in fact for said R. J. Bolles, at any time hereafter, while said power of attorney remains in full force and effect, to designate and select Sixteen Thousand, Six Hundred and Sixty-six and $\frac{66}{100}$ (16,666.66) acres of land, to be fully released, and discharged from the lien of a certain mortgage bearing date the 23rd day of December, 1908, made by said Bolles to the Trustees of the Internal Improvement Fund, and to procure and receive such releases and discharges as fully and with the same force and effect in all respects as said Bolles could or might do if acting personally under the

terms and provisions of said mortgage and of the contract therein referred to.

“(Seal) W. M. McINTOSH, JR., Secretary,
“Trustees Internal Improvement Fund of Florida.”

Comptroller appointed a committee of one to accompany United States Senators and Congressmen to investigate drainage operations.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, JR., Secretary.

Tallahassee, Fla., November 22, 1909.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The matter of letting out contract for the drainage of the Everglades was taken up, and the Secretary was directed to publish in the Times-Union, Tampa Tribune and Miami Metropolis the following notice:

“Bids for Drainage of Everglades.

“Notice is hereby given that proposals for excavating canals in the Everglades Drainage District will be received up to 12 o'clock, noon, on Wednesday, December 22nd, 1909. Each proposal must cover excavation of three hundred lineal miles of canal 40 to 100 feet wide and 6 to 10 feet deep, or such other width or depth as the Trustees may in their discretion determine upon, price per cubic yard of excavation and time bidder will be ready for actual work. The successful bidder will be re-

quired to give sufficient bond under contract to complete work within time limit. Price agreed upon per cubic yard to be paid in cash as the work progresses. The contractor to furnish everything required, and no advance payments to be made. The Trustees reserve the right to contract for more or less excavating (not less than one hundred miles) and to reject any and all bids.

"Bids to be addressed to A. W. Gilchrist, Governor and Chairman of Trustees Internal Improvement Fund of Florida, Tallahassee, Fla., and marked plainly 'Proposals for Drainage.'

"W. M. McINTOSH, Jr., Secretary."

Attention was called to the importance of a recent decision of the Supreme Court in re the right of the Trustees to land reclaimed by receding of waters in lakes, and the Secretary was instructed to obtain a certified copy thereof.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., November 26, 1909.

Trustees met in the Executive Office.

Present:

- A. W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, State Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Mr. W. N. Camp and his attorney, Judge Raney, appeared before the Trustees in the matter of Mr. Camp's application for the renewal of contract for drainage of Orange Lake, or lands adjacent thereto, heretofore pre-

sented to the Trustees, and verbally submitted a modified proposition, the consideration of which was deferred by the Trustees pending the investigation of the question of title of lands involved, which question the Trustees will take up with the United States Government for settlement.

It was ordered that Mr. John T. Costa be, and he is hereby, directed to designate on maps the ownership of all lands in the drainage district, indicating same by different colors and also indicating as near as may be the canals designated by J. O. Wright, United States Engineer, and the canals as constructed. Also the prolongation thereof as far as known, the latter to be in pencil.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
W. M. McINTOSH, Jr., Secretary.

Tallahassee, Fla., November 30, 1909.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The financial statement for the months of August, September, October and November was read, approved and ordered recorded, as follows:

Receipts from August 1, 1909, to November 30th, 1909.

Balance on hand Aug. 1, 1909..	\$ 38,394.26
Land sales for August, 1909....	239.79
Interest on deposits	32.26

Land sales for September, 1909	1,701.00	
Loan, September 4th, 1909.....	10,000.00	
R. J. Bolles, Sept. 20, 1909, ac- count drainage note due Oct. 1, 1909	10,000.00	
Davie Realty Co., Sept. 30, 1909, on account land note due on Nov. 1, 1909	14,170.00	
Land sales in October, 1909....	80.00	
Interest on deposits	108.78	
R. J. Bolles, Oct. 2, 1909, bal- ance on drainage note due Oct. 1, 1909	15,000.00	
S. M. Tatum, Oct. 2, 1909, land note due Oct. 5, 1909.....	5,000.00	
Davie Realty Co., Oct. 6, 1909, balance due on land note due Nov. 1, 1909	20,000.00	
R. J. Bolles, Oct. 16, 1909, drain- age note due Jan. 1, 1910....	25,000.00	
Land sales in November, 1909 ..	656.58	
	<hr/>	\$140,382.67
Disbursements, August, 1909....	\$ 13,444.79	
Disbursements, September, 1909.	36,150.22	
Disbursements, October, 1909...	21,087.15	
Disbursements, November, 1909.	13,915.70	
	<hr/>	\$ 84,597.86
Balance on hand Dec. 1, 1909...		\$ 55,784.81

Reconcilement.

Balance on hand	\$ 55,784.81	
Checks for which entry has not yet been made	766.67	
	<hr/>	\$ 56,551.48
Bank balances, Dec. 1, 1909....	\$ 56,104.42	

Cash in hands of P. F. Jenkins, Superintendent, for current expenses	150.00	
Cash and cash items	297.06	
		\$ 56,551.48

Bank Balances, December 1st, 1909.

First National Bank of Tallahassee.....	\$ 29,489.24
Barnett National Bank, Jacksonville.....	17,798.48
Leesburg State Bank.....	290.39
Bank of Bay Biscayne.....	111.73
Capital City Bank, Tallahassee.....	8,414.58
	\$ 56,104.42

Disbursements for Month of August, 1909.

Date.	Voucher No.	Amount.
Aug. 2	2138—John T. Costa, chief clerk in Salesman's office	\$ 150.00
Aug. 2	2139—J. M. Dell, services in Land Office at Gainesville.....	125.00
Aug. 2	2140—O. M. Jacobie, clerk in Sales- man's office	125.00
Aug. 2	2141—S. B. Croom, services as stenographer	83.33
Aug. 2	2142—W. M. McIntosh, Jr., services as Secretary	41.66
Aug. 2	2143—Capital Publishing Company, printing for dredges and township maps	7.50
Aug. 2	2144—Weekly True Democrat, pub- lishing notice of land sale..	7.50
Aug. 6	2145—Merrill-Stevens Co., building tender boats	5,600.00
Aug. 6	2146—H. J. Drane, insurance on the dredges Everglades and Okeechobee	825.00

Date.	Voucher No.	Amount.
Aug. 6	2147—Knight & Wall Co., dynamite and hardware supplies for dredges	357.82
Aug. 6	2148—I. N. Withers, services as State Selecting Agent for month of July, 1909.....	68.68
Aug. 6	2149—The Fernandina News, for printing notice of land sale.	7.50
Aug. 6	2150—John C. McDougall, 5,000 2c envelopes for Salesman's office	106.20
Aug. 6	2151—Park Trammell, expense account, trip to inspect drainage operations	70.30
Aug. 6	2152—A. C. Croom, expense account, trip to inspect drainage operations	113.60
Aug. 6	2153—Western Union Telegraph Company, July account....	13.00
Aug. 17	2154—Bank of Bay Biscayne, pay rolls for the month of July.	5,742.70
Total		\$ 13,444.79

Disbursements for Month of September, 1909.

Date.	Voucher No.	Amount.
Sept. 1	2155—S. B. Croom, services as stenographer	\$ 83.33
Sept. 1	2156—John T. Costa, chief clerk, Salesman's office	150.00
Sept. 1	2157—J. M. Dell, services in Land Office at Gainesville.....	125.00
Sept. 1	2158—C. B. Gwynn, clerk in Salesman's office	125.00
Sept. 1	2159—W. M. McIntosh, Jr., services as Secretary	41.66

Date.	Voucher No.	Amount.
Sept. 6	2160—Tampa Foundry & Machine Co., labor and hardware, dipper handles and extra spuds	5,275.77
Sept. 6	2161—Georgia Supply Co., hardware supplies for dredges..	2,254.40
Sept. 6	2162—Merrill - Stevens Company, repairs for dredge Everglades	1,911.62
Sept. 6	2163—T. C. Moody, wood furnished dredges	1,638.40
Sept. 6	2164—Stranahan & Co., grocery supplies for dredges.....	843.38
Sept. 6	2165—C. D. Leffler, groceries and gasoline, etc., for dredges..	445.93
Sept. 6	2166—G. S. Baxter & Co., repairs, dredge Everglades	1,086.92
Sept. 6	2167—E. E. Goodno, lumber, account dredge Caloosahatchee for gas house	26.07
Sept. 6	2168—John W. Fraser, supplies furnished John W. Newman for dredge	34.10
Sept. 6	2169—Gulf Refining Co., gasoline for tender boats	58.59
Sept. 6	2170—W. I. Huffstetler, hardware, etc., for dredges	61.12
Sept. 6	2171—Mrs. Emma Shepard, laundry for Caloosahatchee....	8.55
Sept. 6	2172—The H. E. Heitman Co., groceries for Caloosahatchee, August	127.82
Sept. 6	2173—H. G. Murphy, information on lands	2.25
Sept. 6	2174—Knight & Wall Co., hardware supplies	60.74

Date.	Voucher No.	Amount.
Sept. 6	2175—Caloosahatchee River Steamboat Line, freight transported during the month of July	216.70
Sept. 6	2176—J. W. Watson, wood supplied dredges and hardware supplies	384.07
Sept. 6	2177—C. H. Hunter, 32 gallons of molasses	19.20
Sept. 6	2178—C. H. Lyne Foundry & Machine Co., hardware for the dredges	94.40
Sept. 6	2179—George F. Cook, for use of barge, 57 days	28.50
Sept. 6	2180—E. A. Robinson, repairs, etc., for ship yard	5.95
Sept. 6	2181—Biscayne Drug Co., drugs, account dredge Miami.....	2.00
Sept. 6	2182—LaSalle-Stoneman Co., printing notices for dredges.....	2.00
Sept. 6	2183—Miami Fish Co., fish for dredge Miami	10.55
Sept. 6	2184—Smith's Book Store, office supplies	8.20
Sept. 6	2185—T. A. Feaster, prop. Miami Market, meats for dredge Miami	6.58
Sept. 6	2186—F. T. Fisher, fish for Okeechobee and Everglades.....	6.00
Sept. 6	2187—Florida East Coast Ice Co., ice for Miami and tenders..	20.00
Sept. 6	2188—J. E. Lummus & Sewell, dynamite, Miami and Okeechobee	655.00
Sept. 6	2189—The McCrimmon Co., repairs for ship yard	117.96

Date.	Voucher No.	Amount.
Sept. 6	2190—Georgia Allison, laundry for Everglades and Okeechobee.	17.85
Sept. 6	2191—H. G. Wheeler, groceries for Everglades and Okeechobee.	12.15
Sept. 6	2192—H. & W. B. Drew Co., supplies for Land Office	11.00
Sept. 6	2193—Frank T. Budge, furniture for Superintendent's office..	31.00
Sept. 6	2194—P. F. Jenkins, expense account, July and August....	181.38
Sept. 6	2195—Florida East Coast Railway, freight transported, July, 1909	898.23
Sept. 6	2196—Standard Oil Co., gasoline for dredges	49.63
Sept. 6	2197—Hudson & Boggs, legal fee in suit account canal right of way	200.00
Sept. 6	2198—Featherstone Foundry and Machine Co., repairs for the Everglades	161.80
Sept. 6	2199—Henry A. Hendry, hardware for Caloosahatchee	46.60
Sept. 6	2200—T. A. Bass, ice and eggs for dredges	65.70
Sept. 9	2201—Western Union Telegraph Co., account for August....	9.24
Sept. 9	2202—Z. T. Merritt, recording the Hunter deed	1.80
Sept. 23	2203—J. E. Lummus & Sewell, dynamite for Okeechobee and Miami	1,907.50
Sept. 23	2204—Bank of Bay Biscayne, compromise and costs, Hunter case	1,391.94

Date.	Voucher No.	Amount.
Sept. 23	2205—Stranahan & Co., groceries and hardware for dredges..	871.37
Sept. 23	2206—C. D. Leffler, fuel, hardware and groceries	488.73
Sept. 23	2207—First National Bank of Miami, for J. W. Watson, fuel, hardware supplies....	296.36
Sept. 23	2208—Remington Typewriter Co., one Remington typewriter..	60.00
Sept. 23	2209—Georgia Supply Co., hardware supplies for dredges..	145.84
Sept. 23	2210—A. D. Marshall, use of lighter five days.....	2.50
Sept. 23	2211—Frank T. Budge, hardware for Okeechobee	426.00
Sept. 23	2212—Featherstone Foundry and Machine Co., repairs for Okeechobee	314.60
Sept. 23	2213—T. C. Moody, wood, Everglades and Okeechobee....	1,432.64
Sept. 23	2214—Georgia Allison, laundry for Everglades	13.40
Sept. 23	2215—V. F. Young, vegetables for Everglades	6.45
Sept. 23	2216—George F. Cook & Co., fuel for Everglades	20.00
Sept. 23	2217—Caloosahatchee River Steamboat Line, freight transported in August.....	21.93
Sept. 23	2218—Fischer & Cherry, fish furnished dredges	12.00
Sept. 23	2219—E. E. Goodno, for E. Carlton, fuel for dredges.....	113.27
Sept. 23	2220—John W. Fraser, meats and groceries	33.11

Date.	Voucher No.	Amount.
Sept. 23	2221—Henry A. Hendry, hardware for dredges	24.90
Sept. 23	2222—T. A. Bass, ice for Caloosa- hatchee	29.90
Sept. 23	2223—H. E. Heitman, groceries for Caloosahatchee	179.97
Sept. 23	2224—The Carl F. Roberts Co., re- pairs for Caloosahatchee...	7.30
Sept. 23	2225—Knight & Wall Company, one bar iron	6.35
Sept. 23	2226—Florida East Coast Ice Co., ice for dredge Miami.....	19.20
Sept. 23	2227—T. A. Feaster, prop., Miami Market, meat for dredge Miami	9.60
Sept. 23	2228—Miami Fish Co., fish for dredge Miami	6.00
Sept. 23	2229—Julius Smith, prop. Smith's Book Store, office supplies..	10.20
Sept. 23	2230—E. B. King, hardware and repairs on boat.....	14.20
Sept. 23	2231—The Standard Motor Con. Co., hardware supplies.....	47.16
Sept. 23	2232—Standard Oil Co., fuel for dredges	11.00
Sept. 23	2233—The McCrimmon Co., lumber for dredges, repairs	61.82
Sept. 23	2234—J. G. Christopher Co., hard- ware supplies	93.49
Sept. 23	2235—Bank of Bay Biscayne, pay rolls for August, 1909.....	5,962.16
Sept. 23	2236—Merrill-Stevens, overhauling dredge Everglades	4,415.19

Date.	Voucher No.	Amount.
Sept. 23	2237—The Weekly True Democrat, printing lists for the Land Office	70.00
Total	.....	\$ 36,150.22

Disbursements for the Month of October, 1909.

Date.	Voucher No.	Amount.
Oct. 1	2238—John T. Costa, chief clerk in Salesman's office	\$ 150.00
Oct. 1	2239—J. M. Dell, clerk in Land Office, Gainesville	125.00
Oct. 1	2240—C. B. Gwynn, clerk in Sales- man's office	125.00
Oct. 1	2241—S. B. Croom, salary as sten- ographer	83.33
Oct. 1	2242—W. M. McIntosh, Jr., salary as Secretary	41.66
Oct. 1	2243—John McDougall, P. M., 2c envelopes	129.44
Oct. 1	2244—Capital Publishing Company, 1,000 drafts for Trustees...	7.00
Oct. 9	2245—P. F. Jenkins, expense ac- count, August 23 to Sep- tember 30	86.79
Oct. 9	2246—Western Union Telegraph Company, account for Sep- tember	6.27
Oct. 9	2247—Arthur E. Donegan, record- ing deed	1.70
Oct. 9	2248—Florida East Coast Railway Company, freight trans- ported during August.....	350.50
Oct. 22	2249—A. W. Gilchrist, expense ac- count, inspecting dredges...	46.70
Oct. 22	2250—H. P. Savage, expense ac- count, April, May, June....	144.78

Date.	Voucher No.	Amount.
Oct. 22	2251—Merrill-Stevens Co., repairs on dredges	2,857.98
Oct. 22	2252—The H. E. Heitman Co., groceries for dredges	79.67
Oct. 22	2253—C. D. Leffler, groceries for dredges	214.90
Oct. 22	2254—M. E. Forrey, incidentals for Caloosahatchee	17.55
Oct. 22	2255—Stranahan & Co., groceries for dredges	827.87
Oct. 22	2256—Cameron & Barkley, hardware for dredges	233.03
Oct. 22	2257—The McCrimmon Co., repairs for dredges	14.77
Oct. 22	2258—Knight & Wall Co., hardware for dredges	41.23
Oct. 22	2259—J. W. Watson, hardware for dredges	190.89
Oct. 22	2260—John G. Christopher Co., hardware for dredges	26.70
Oct. 22	2261—Standard Oil Co., fuel for dredges	47.31
Oct. 22	2262—The Marion Steam Shovel Co., repair parts for dredge machinery	33.73
Oct. 22	2263—P. Ullendorff, meats for dredges	179.45
Oct. 22	2264—J. E. Lummus & Sewell, dynamite, etc., for dredges.....	1,290.00
Oct. 22	2265—The J. A. McDonald Co., lumber for repairs	11.97
Oct. 22	2266—Frank Marshall, wood supply	192.40
Oct. 22	2267—H. G. Wheeler & Co., laundry, dredge Okeechobee	11.73
Oct. 22	2268—Miami Market (T. A. Feaster, prop.), meat for dredges...	15.05

Date.	Voucher No.	Amount.
Oct. 22	2269—Frank T. Budge, hardware for dredges	14.52
Oct. 22	2270—Homer H. Dickson, fish for dredge crews	5.70
Oct. 22	2271—V. F. Young, vegetables for dredges	4.30
Oct. 22	2272—Georgia Allison, laundry for dredges	13.60
Oct. 22	2273—E. A. Robinson, electrical fixtures	42.00
Oct. 22	2274—Julius Smith, office supplies..	8.15
Oct. 22	2275—George F. Cook & Co., coal for dredges	20.00
Oct. 22	2276—Tampa Foundry and Machine Co., hardware supplies.....	27.90
Oct. 22	2277—R. A. Henderson (for E. Carlton), wood for dredges.	75.20
Oct. 22	2278—R. A. Henderson (for C. A. McDougald), wood for dredges	358.26
Oct. 22	2279—Byrd Fraser, meats for dredges	43.05
Oct. 22	2280—Henry A. Hendry, hardware for Caloosahatchee	12.75
Oct. 22	2281—Caloosahatchee River Steam- boat Line, transporting freight	22.73
Oct. 22	2282—Robert A. Henderson, gro- ceries for Caloosahatchee...	130.03
Oct. 22	2283—Florida East Coast Ice Co., ice for dredge Miami.....	16.00
Oct. 22	2284—Reed A. Bryan, wood.....	558.00
Oct. 22	2285—Leesburg State Bank, princi- pal on note given by Trus- tees	10,000.00

Date.	Voucher No.	Amount.
Oct. 22	2286—Florida East Coast Railway Co., freight transported, September	126.89
Oct. 22	2287—H. J. Drane, insurance on dredges	550.00
Oct. 22	2288—The Security Abstract Co., abstract of deed and certificate of title	10.00
Oct. 22	2289—Georgia Supply Co., hardware supplies for dredges..	1,120.22
Oct. 22	2290—T. C. Moody, wood for dredges	313.60
Oct. 22	2291—Capital Publishing Co., furnishing 12 large township maps	1.00
Oct. 22	2292—B. S. Herring, inspecting dredge boilers	20.00
Oct. 25	2293—F. W. Marsh, Clerk U. S. Circuit Court, copy of bill of complaint of Sidney I. Wailes vs. Trustees I. I. Fund, etc.	8.85
Total		\$ 21,087.15

Disbursements for the Month of November, 1909.

Date.	Voucher No.	Amount.
Nov. 1	2294—W. V. Knott, expense account, inspection drainage trip	\$ 47.85
Nov. 1	2295—John T. Costa, chief clerk in Salesman's office	150.00
Nov. 1	2296—J. M. Dell, services in Land Office, Gainesville	125.00
Nov. 1	2297—C. B. Gwynn, clerk in Salesman's office	125.00
Nov. 1	2298—S. B. Croom, salary as stenographer	83.33

Date.	Voucher No.	Amount.
Nov. 1	2299—W. M. McIntosh, Jr., salary as Secretary	41.66
Nov. 1	2300—Western Union Telegraph Co., October account.....	5.36
Nov. 2	2301—W. S. Jennings, expense ac- count and fees	849.75
Nov. 2	2302—Leesburg State Bank, interest on note	85.00
Nov. 3	2303—First National Bank of Talla- hassee, pay rolls for dredges.	4,838.20
Nov. 9	2304—United States Envelope Co., envelopes for Salesman's office	26.92
Nov. 10	2305—P. F. Jenkins, Superintend- ent's expense account.....	151.85
Nov. 22	2306—Merrill-Stevens Co., repairs on dredge Everglades.....	2,637.87
Nov. 22	2307—Stranahan & Co., grocery- supplies for dredge Okee- chobee	528.85
Nov. 22	2308—C. D. Leffler, supplies for dredges	386.64
Nov. 22	2309—Georgia Supply Co., hard- ware supplies for dredges...	173.46
Nov. 22	2310—A. Leschen & Sons Rope Co., wire rope for dredges Miami and Caloosahatchee..	241.87
Nov. 22	2311—The Cameron & Barkley Co., hardware supplies for dredge Caloosahatchee	24.24
Nov. 22	2312—The Marion Steam Shovel Co., repairs for dredges....	59.43
Nov. 22	2313—J. G. Christopher Co., hard ware supplies for dredges...	5.40
Nov. 22	2314—The McCrimmon Co., repairs for dredges	82.26

Date.	Voucher No.	Amount.
Nov. 22	2315—Miami Fish Co., fish for dredges	5.10
Nov. 22	2316—Standard Oil Co., oil for dredges	58.09
Nov. 22	2317—E. L. Brady Co., grocery supplies for dredges	188.12
Nov. 22	2318—Frank T. Budge, hardware supplies for dredge Okeechobee	96.66
Nov. 22	2319—P. Ullendorff, meat for dredge Miami	14.15
Nov. 22	2320—H. G. Wheeler & Co., laundry for dredge Okeechobee.....	14.96
Nov. 22	2321—W. I. Huffstetler, repairs, etc., for dredge Miami.....	712.02
Nov. 22	2322—C. H. Lyne Foundry & Machine Co., repairs for the dredge Miami	180.08 ⁵
Nov. 22	2323—Florida East Coast Ice Co., ice furnished dredge Miami.	17.60
Nov. 22	2324—J. E. Lummus & Sewell, dynamite for dredge Miami	300.00
Nov. 22	2325—Burdine & Quarterman, merchandise for dredge Miami..	18.00
Nov. 22	2326—C. A. McDougald, wood for dredges	332.25
Nov. 22	2327—Homer H. Dickson, fish for dredge Miami	3.00
Nov. 22	2328—T. A. Feaster (prop. Miami Market), meats furnished dredge Miami	6.86
Nov. 22	2329—H. E. Heitman Co., grocery supplies for dredge Caloosahatchee	66.25

Date.	Voucher No.	Amount.
Nov. 22	2330—Caloosahatchee River Steamboat Line, for freight transported during the month of October	11.94
Nov. 22	2331—Byrd Fraser, meats for the dredge Caloosahatchee.....	40.60
Nov. 22	2332—T. A. Bass, ice for dredge Caloosahatchee	27.30
Nov. 22	2333—Robert A. Henderson, supplies for dredge Caloosahatchee	97.65
Nov. 22	2334—T. C. Moody, wood furnished dredges	761.44
Nov. 22	2335—Smith's Book Store, supplies for Superintendent's office..	1.90
Nov. 22	2336—The H. & W. B. Drew Co., rubber stamp for Superintendent's office .....	.52
Nov. 22	2337—Florida East Coast Railway Co., for freight transported during the month of October	188.77
Nov. 22	2338—Savannah Morning News, for letterheads for Trustees of I. I. Fund of Florida.....	15.00
Nov. 22	2339—Remington Typewriter Co., typewriter for Salesman's office	87.50
Total		\$ 13,915.70

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 1, 1909.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolutions were presented and adopted:

WHEREAS, In the management of the affairs of the Trust and the conduct of the vast enterprise of draining the Everglades it has become necessary that the Secretary of the Trustees devote all of his time to the discharge of the duties of the office and be in position to render services not heretofore contemplated or required which will necessitate the devotion of all the time of the Secretary exclusively to the business of the Trustees; therefore, be it

RESOLVED, That the compensation of the Secretary be fixed at eighteen hundred dollars per annum, and that the Trustees hereby unanimously tender the position of Secretary on the changed basis to Mr. W. M. McIntosh, Jr., the present Secretary.

RESOLVED FURTHER, That from and after this date the position of Stenographer to the Trustees be, and the same is hereby, abolished, and the duties of that position be, and are hereby, required to be performed by the Secretary.

Mr. W. M. McIntosh, Jr., having informed the Trustees that in view of his unwillingness to give up his position in the Comptroller's office it would be impossible for him to accept the offer to continue to serve the Trustees on the changed basis, it was

RESOLVED, That Mr. J. C. Luning be, and he is

hereby, unanimously elected as Secretary, to take effect December 1st, 1909.

WHEREAS, The duty imposed upon the Secretary to do the work heretofore required of the Stenographer, as well as the additional duties that will be required of him in keeping the complete record of the drainage work and inspecting the drainage operations in order that the Trustees may be kept fully advised as to its progress, it is deemed to be necessary to employ an Assistant Secretary; therefore, be it

RESOLVED, That in consideration of the able manner in which Mr. McIntosh has for nearly twenty-two years served the Trustees, and the valuable assistance he can render to the Trustees in connection with the due administration of the Trust on account of his complete knowledge and information as to all matters pertaining thereto, that he be, and is hereby, elected Assistant Secretary to perform such duties as may be from time to time required of him by the Trustees, and that he receive compensation at the rate of \$500.00 per annum until January 1st, 1910, and at the rate of \$25.00 per month thereafter.

RESOLVED FURTHER, Mr. J. C. Luning having advised the Trustees that he accepted the secretaryship of the Trustees, it was ordered that he begin the performance of the duties of said position on this date—December 1st, 1909.

WHEREAS, In order to secure the most complete knowledge and information in detail, as well as otherwise, it is deemed expedient to have all of the accounts of the Trustees, including every detail of expenditure and of the operation of drainage, kept by the Secretary of the Trustees, and to that end to require the Superintendent of Drainage and Engineers employed by the Trustees to send original data to the Secretary; therefore, be it

RESOLVED, That the Secretary of the Trustees be required to keep all accounts of every kind relating to re-

ceipts and expenditures by the Trustees, including details as to cost of constructing canals.

RESOLVED FURTHER, That the position of Book-keeper to the Superintendent be, and the same is hereby, abolished, to take effect February 1st, 1910, and that the Superintendent be required to forward to the Secretary, as soon after that date as possible, all books, papers and records, including duplicate accounts, etc., in his possession.

RESOLVED FURTHER, That on and after February 1st, 1910, the Superintendent and Engineers be, and are hereby, required to make all original reports to the Secretary, giving in full all such detailed information as may be required by him, and that duplicates of all bills for purchases made by the Superintendent be mailed promptly to the Secretary, and all original bills, after receiving the approval as to receipt of articles by the Superintendent, shall be immediately forwarded to the Secretary.

RESOLVED FURTHER, That the time of each employee, and the pay allowed, shall be certified by the Superintendent to the Secretary at the end of each month, and that the Secretary from such original data shall make up the monthly pay rolls.

The Commissioner of Agriculture presented a statement of the account of the late Samuel W. Teague, who was appointed Agent to Select Swamp Lands March 22, 1902, with compensation at 15 per cent. of the lands patented, which statement shows that there is due said Samuel W. Teague on said account 616.46 acres of land.

There was also submitted, with this statement, a certificate of the County Judge of Lake County, Florida, that there has been no application for an administrator to be appointed on the estate of the said Samuel W. Teague, who died intestate, and that, therefore, there has been no such appointment.

There was also submitted a certificate of Sarah H. Porter, M. Alice Withers and Frank A. Teague, that they

are the sole surviving heirs of the late Samuel W. Teague.

There was also submitted an order from said heirs that the lands due on the said account be deeded I. N. Withers.

Hon. I. N. Withers having made his selection of lands to be embraced in the deed to him (and such area exceeds the amount due 23.38 acres, but in view of the fact that there are to be other lands patented on this account), the Commissioner of Agriculture is hereby directed to prepare deed to I. N. Withers, embracing the following described lands due the late Samuel W. Teague, to-wit:

	N. W.			
N. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$	2	1	11	40.01
E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$	12	2	12	79.90
S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$	14	4	12	40.14
N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$	30	4	12	119.49
N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$	30	2	13	39.98
W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$	24	5	13	79.81
E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$	10	1	14	79.88
	S. W.			
E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$	32	1	9	80.98
E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$	15	3	9	79.65
Total				639.84

The Trustees then considered the application and offer of \$1.25 per acre for the E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, Section 2, Township 4 South, Range 16 East, made by Mr. B. F. Brinson, and decided to accept the offer, for the reason that Mr. Brinson had already paid \$2.00 per acre for the tract, thinking that the party from whom he purchased had clear title to the land, and the further fact that the taxes have been paid continually since the purchase was made. The Commissioner of Agriculture is hereby directed to prepare deed to B. F. Brinson for above described land as soon as the purchase price is paid.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. Luning, Secretary.

Tallahassee, Fla., December 3rd, 1909.

Trustees met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Secretary was instructed to see Mr. Gilmore about the advisability of placing the safe owned by the Trustees, now in the basement of the Capitol, in the north end of the hall of the Capitol, on the second floor, and in case Mr. Gilmore decides that it is safe to place said safe in the hall referred to he was further instructed to arrange with him for the partitioning of the north end of the hall for an office for the Secretary of the Trustees and remove the safe from the basement therein.

The following letter was submitted by the Commissioner of Agriculture from A. A. Boggs, of Miami, Fla.:

Miami, Fla., December 1st, 1909.

Hon. B. E. McLin, Commissioner of Agriculture, Tallahassee, Fla.

Dear Sir: We are waiting with a great deal of interest the outcome of your negotiations with Mr. Bolles with reference to the hundred acres of land leased to us on the south side of the canal at Fort Lauderdale, as we are anxious to get to work and complete our experiments in rice culture.

We have already spent nearly a thousand dollars on this land, a large part of which was for permanent improvements in the way of clearing brush, ditching and the erection of a house, and we do not want to lose this nor be delayed any longer than is absolutely necessary in getting to work again. As you will realize, our hands have been absolutely tied after we were informed that the

land really belonged to Mr. Bolles. We hope that you will bring this matter again to the attention of the Board, and urge that the negotiations with Bolles be expedited as much as possible.

We are highly satisfied and pleased with the results of our experiments so far. We planted in all about fifteen acres in rice, but got a very poor start, owing in part to the impossibility of bringing the soil into thorough tilth, in part to its being too wet and soggy in the low spots, and in part to the depredations of the birds, which ate a very large proportion of the seed. We were further considerably injured by the overflow in October, which drowned out the most of our younger plants, and by the gale which blew down some of the rice which had headed. Finally, as we did not feel free to keep a man on the place after notice of the Bolles claim; the birds ruined a large proportion of the rice which matured. We, therefore, did not get enough of a crop to pay for harvesting, had we been free to cut it.

But in spite of all these unfavorable conditions, we think that we have clearly demonstrated that rice can be practically and profitably grown on the plain Everglades muck. Where the rice survived the various troubles which I have recited above, it grew and headed in a highly satisfactory manner, many plants showing a yield and vigor which would do credit to the best rice land in the world. We have noted one plant, for example, which produced fifteen stalks averaging very nearly two hundred grains to the stalk, and large numbers of others which did almost as well. In fact, but for the depredation of the birds, there would have been a reasonable crop upon some parts of the field in spite of all the other unfavorable conditions, and it is very manifest that none of these unfavorable conditions is insuperable, and we have every confidence that we can actually make profitable crops on another planting.

It appears from the work we have already done that

the Honduras rice is better adapted to that soil and those conditions than the Japanese. It also appears that the soil is benefited by liming. We tried potash and phosphoric acid, also, in small plots, but were unable to detect any marked difference resulting therefrom. Of course, all of these results are as yet inconclusive.

Yours truly,

A. A. BOGGS.

The Secretary was directed to send a copy of above letter to ex-Governor Jennings, as attorney for Mr. Bolles, with a request that he use his best efforts to expedite the settlement of the matter referred to.

The following resolutions were offered and adopted:

Whereas, The Comptroller of the State of Florida has informed the Trustees that he has so many other duties that he desires to be relieved of the duty imposed upon him by resolution of the Trustees adopted July 23rd, 1902; and

Whereas, It is deemed best to request the State Treasurer to assume said duties and become custodian of the bonds, securities, notes and other valuable assets belonging to or held as security by the Trustees of the Internal Improvement Fund of the State of Florida; therefore, be it

Resolved, That the Treasurer of the State of Florida be, and he is hereby, declared to be the custodian of all bonds, notes and securities of every kind belonging to or held as security by the Trustees of the Internal Improvement Fund of the State of Florida.

Resolved further, That all money, bonds and other property belonging to or held by the Trustees of the Internal Improvement Fund shall be deposited, kept and held in the name of the Trustees of the Internal Improvement Fund; that all receipts for money or other property coming into any of the funds belonging to or for the securities held by such Trustees shall be given in the name

of the Trustees of the Internal Improvement Fund by the State Treasurer, and all deposits and credits shall be made in the name of the Trustees of the Internal Improvement Fund by the State Treasurer.

All banks and other persons holding money or other property belonging to the Trustees shall be notified by transmission of a copy of this resolution, over the signature of the Trustees, that no money or property belonging to or held by the Trustees shall, under any circumstances, be paid or delivered to anyone, for any purpose, except upon order duly signed by the Trustees, or a majority of them, and countersigned by the State Treasurer. Monthly statements in detail shall be made by the Secretary to the Trustees, under the direction of the State Treasurer, of all receipts and disbursements, and of the amounts and location of all money, bonds and securities belonging to or held by the Trustees or under their control.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 4, 1909.

Trustees met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Messrs. Martin H. Long and J. A. Cranford, representing the Wisner Land Company, appeared before the Trustees, stating that some of the lands deeded them in the compromise settlement some time ago had been found,

upon investigation, to have had tax certificates and tax deeds issued against them, which they claimed operated as a cloud upon the title to these lands, and requesting the Trustees to take steps to have this cloud, as they claimed, removed or bear the expense of having the same done.

After a lengthy discussion of the matter, Messrs. Long and Cranford were requested to prepare and present to the Trustees a certified list of the lands upon which tax certificates and tax deeds had been issued, when the matter would be further considered.

A letter was presented from Mr. P. F. Jenkins, Superintendent of Drainage, with a letter attached from the Merrill-Stevens Company, said company proposing to furnish the Trustees with a dredge as described in their letter for the price of \$40.00 per working day, they furnishing crew and feeding them and keeping up all necessary repairs, etc.

It was ordered that further consideration of this matter be deferred until another meeting, pending the consideration of the letting of the work of dredging by contract.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 7, 1909.

Trustees met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Mr. A. W. Cockrell appeared before the Trustees, re-

questing that they apply to the court to set aside a deed issued by them to J. V. Burke, on December 16, 1908, to the S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, Section 13, Township 1 South, Range 26 East, claiming that said deed was procured through misrepresentation, exhibiting a letter written by Burke to the Commissioner of Agriculture, in which Burke stated, in reference to above land, that "the land has a very small quantity of trees on it; it will cut about 500 feet per acre to the tract; is very low and wet, and without quite an expense for draining is unfit for cultivation." Mr. Cockrell further stated that at that time portions of the land was cleared and being cultivated by parties who had a deed to the property, which they thought was a good title, the parties issuing the original deed claiming to have purchased the property from the State years ago.

The Trustees, after considering the matter, adopted the following resolution:

RESOLVED, That the Attorney General is hereby authorized to proceed, without prejudice or expense to the State, to have the deed to the S. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Section 13, Township 1 South, Range 26 East, issued to J. V. Burke on December 16, 1908, by the Trustees of the Internal Improvement Fund of the State of Florida, cancelled.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., December 11, 1909.

Trustees met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. R. J. Bolles, through his legal representative, W. S. Jennings, presented a check for twenty-five thousand dollars (\$25,000.00), payable to the Trustees of the Internal Improvement Fund of the State of Florida, said check being a payment on a note of \$50,000.00 given by R. J. Bolles to the Trustees of the Internal Improvement Fund of the State of Florida, dated December 23rd, 1908, payable on the 1st day of January, 1910. Said check was accepted by the Trustees, and the Secretary directed to issue and sign, under the seal of the Trustees, the following receipt therefor:

Received of R. J. Bolles, of Carlsbad, New Mexico, the sum of Twenty-five (\$25,000.00) Thousand Dollars, for account of R. J. Bolles, of Carlsbad, New Mexico, the same being credited as follows on the principal of the mortgage notes of R. J. Bolles held by the Trustees of the Internal Improvement Fund, to-wit:

Note of R. J. Bolles for \$50,000.00, dated December 23rd, 1908, payable to the order of the Trustees of the Internal Improvement Fund on the first day of January, 1910.

Which said payment, by reason of a certain power of attorney executed and delivered by R. J. Bolles to J. E. Andrus, as attorney in fact for said R. J. Bolles, at any time hereafter while said power of attorney remains in full force and effect to designate and select eight thousand, three hundred and thirty-three and 33/100 acres of land, to be fully released and discharged from the lien

of a certain mortgage bearing date the 23rd day of December, 1908, made by said Bolles to the Trustees of the Internal Improvement Fund, and to procure and receive such release and discharges as fully and with the same force and effect in all respects as said Bolles could or might do if acting personally under the terms and provisions of said mortgage and of the contract therein referred to.

(Signed) J. C. LUNING, Secretary,
 (Seal) Trustees Internal Improvement Fund
 of the State of Florida.

Mr. R. J. Bolles, through his attorney, W. S. Jennings, agreed to deed to the Trustees of the Internal Improvement Fund the following described lands:

All of the lots numbered One and Two, in tiers numbered Forty-one, Forty-three and Forty-five, and all that part of the lots numbered Three, in tiers Forty-one, Forty-three and Forty-five, embraced within the limits of Section Fifteen, in Township Fifty South, Range Forty-one East, where the section lines of said Section Fifteen protracted according to United States Government surveys; said lots being of John W. Newman Second Sub-Division of Lands in the Everglades of Florida, as adopted by the Trustees of the Internal Improvement Fund of Florida, constituting eighty-two and one-half acres, the Trustees having leased the lands described above to A. B. Sanders and A. A. Boggs, of Miami, Fla., under the impression that they were still possessed of said lands.

In consideration of the above described lands being deeded by R. J. Bolles to the Trustees of the Internal Improvement Fund of the State of Florida, the Trustees agreed to convey, and instructed B. E. McLin, Commissioner of Agriculture, to prepare deeds to R. J. Bolles of the following lands, being a satisfaction in full for the lands deeded to them by the said R. J. Bolles, described in the foregoing:

Lots numbered One in tiers Twenty-nine, Thirty-one, Thirty-three and Thirty-five, and all that part of lots numbered One in tiers Twenty-three, Twenty-five, Twenty-seven and Thirty-seven, and all that part of lots numbered Two in tiers Twenty-nine, Thirty-one, Thirty-three, Thirty-five and Thirty-seven, embraced within the limits of Section Fourteen, in Township Fifty South, Range Forty-one East, where the section lines of Section Fourteen protracted according to United States Government surveys; said lots being of John W. Newman's Second Sub-Division of Lands in the Everglades of Florida, as adopted by the Trustees of the Internal Improvement Fund of the State of Florida, containing eighty-three and one-half acres.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 16, 1909.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Following bills were read and approved for payment:

Merrill-Stevens Co., material for repairs to dredge Everglades	\$2,653.34
Featherstone Foundry & Machine Co., for ship yard, \$25.11; dredge Okeechobee, \$597.00.....	622.11
C. D. Leffler, groceries, ship yard, \$153.40; dredge Okeechobee, \$63.65; dredge Everglades, \$158.73; dredge Miami, \$238.27.....	614.05

H. & W. B. Drew Co., supplies for Superintendent's office	81.25
Stranahan & Co., supplies for ship yard, \$34.02; dredge Everglades, \$60.33; dredge Okeechobee, \$95.57	189.88
P. Ullendorff, dredge Okeechobee, \$23.85; dredge Everglades, \$27.50	51.35
J. W. Watson, dredge Miami, \$144.48; dredge Everglades, \$61.05	205.53
J. G. Christopher, dredge Everglades, \$7.66; ship yard, \$30.58; dredge Okeechobee, \$26.38.....	64.62
Frank T. Budge, dredge Okeechobee, \$8.75; dredge Everglades, \$28.95; dredge Miami, \$15.35	53.05
T. A. Bass, dredge Caloosahatchee.....	52.00
King & Raymond, dredge Caloosahatchee	15.15
The McCrimmon Co., dredge Miami, \$8.41; dredge Everglades, \$350.43	358.84
Georgia Supply Co., dredge Okeechobee, \$210.56; dredge Miami, \$67.53; dredge Everglades, \$187.72	465.81
T. A. Feaster, dredge Okeechobee, \$17.52; dredge Everglades, \$27.40; dredge Miami, \$17.36	62.28
E. L. Brady Co., dredge Everglades, \$126.82; dredge Okeechobee, \$89.33	216.17
Tampa Foundry & Machine Co., dredge Miami, \$921.51; dredge Caloosahatchee, \$131.33.....	1,052.84
Miami Printing Co., Superintendent's office....	2.50
John Seybold, supplies Miami	1.20
J. E. Lummus & Sewell, fuses, dredge Miami....	25.00
Miami Fish Co., fish for dredge Miami.....	8.40
Florida East Coast Ice Co., ice for dredge Miami	14.40
W. I. Huffstetler, material for dredge Miami for August, September and November	310.69
Georgia Allison, laundry for dredge Everglades for November	7.10

E. A. Robinson, electrical supplies for dredge Everglades for October	12.00
T. C. Moody, 73.20 cords wood	292.80
George F. Cook & Co., incidental expenses for Miami, \$3.50; Okeechobee, \$10.00; Everglades, \$2.35; for November, 1909	15.85
Caloosahatchee River Steamboat Line, freight transported for Caloosahatchee for November, 1909	34.93
H. E. Adams, clock for Caloosahatchee.....	7.50
Henry A. Hendry, supplies for Caloosahatchee for November, 1909	71.10
Robert A. Henderson, groceries for Caloosahatchee for November, 1909	13.90
The H. E. Heitman Co., groceries for Caloosahatchee for November, 1909	126.54
C. A. McDougald, 66½ cords wood for Caloosahatchee for November, 1909	199.50
E. Carlton, 41 cords wood for Caloosahatchee for June, 1909	102.50
Byrd Frazer, beef and pork furnished crew of Caloosahatchee for November, 1909	47.00
John W. Fraser, groceries for Caloosahatchee for November, 1909	6.75
Julius Smith, supplies for Superintendent's office for November, 1909	7.00
The J. A. McDonald Co., lumber for dredge Miami, \$25.41; Everglades, \$61.84	87.25
H. J. Drane, insurance on Miami for year ending December 2, 1910	687.50
M. E. Forrey, supplies for the Caloosahatchee for October and November, 1909	22.95
P. F. Jenkins, amounts paid during November, 1909, on account Everglades, \$12.87; Okeechobee, \$9.68; Miami, \$75.38; Caloosahatchee, \$9.23	107.16

W. H. Sewell, groceries, etc., furnished Governor Gilchrist and Treasurer Knott on their trip of inspection to the Caloosahatchee, December, 1909	72.85
Florida East Coast Railway Co., freight for the month of November, 1909	249.84
Z. T. Merritt, recording agreement between the Trustees and A. B. Sanders and A. A. Boggs..	2.05

Copies of descriptions of lands upon which tax certificates and tax deeds had been issued, deeded by the Trustees to the Wisner Land Company, was presented to the Trustees, in accordance with a request made of Mr. Long by the Trustees at a meeting held on December 3rd, 1909. The said copies were delivered to Comptroller Croom for the purpose of having the tax certificates cancelled.

The Secretary presented a letter from Superintendent P. F. Jenkins, in which he stated that he contemplated making a trip to the West Coast the latter part of this month and desired to come to Tallahassee from the West Coast to confer with the Trustees.

The Secretary was instructed to write Superintendent Jenkins that they considered it unnecessary for him to make the trip to the West Coast the latter part of this month, as two of the Trustees, viz., Governor Gilchrist and Treasurer Knott, had just returned from a visit to the dredging operation there, and in view of the fact that there was a probability of the Trustees letting a contract for dredging on the 22nd of this month, which would change, to some extent, the work now being done by the Superintendent, the Trustees considered that it was inadvisable for him to come to Tallahassee until further developments and he is notified to do so.

A letter was presented from ex-Governor W. S. Jennings, in response to a communication written him on the 3rd of this month, requesting him to endeavor to have the United States Supreme Court advance the drainage tax case, now before that tribunal upon appeal, and the

Attorney General was requested to assist ex-Governor Jennings in the preparation of the necessary papers in the effort to have the case advanced on the docket of the United States Supreme Court.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 22, 1909.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Messrs. A. P. Anthony and W. L. Bragg, of West Palm Beach, appeared before the Trustees and requested that they construct one of the canals that they contemplate excavating in the Everglades at a point known as Dimick's Ditch, opposite Lake Worth Inlet, near the city of West Palm Beach, or at a convenient location near there to be determined, presenting resolutions adopted by the Roads and Improvement Society of West Palm Beach, also a request from 137 citizens of West Palm Beach requesting that a canal be located at the point described above, Messrs. Anthony and Bragg making a verbal proposition to the Trustees in the excavation of said canal.

Messrs. Anthony and Bragg were requested to place their proposition in writing for future consideration of the Trustees, and the Secretary was instructed to file the resolutions of the Roads and Improvement Society of

West Palm Beach and the petition of the 137 citizens of West Palm Beach to the Trustees.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 21, 1909.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Governor Albert W. Gilchrist and Treasurer W. V. Knott presented a report of their trip of inspection of the drainage operations in the Caloosahatchee River and for an inspection of Lake Okeechobee, made in the early part of this month.

The report was ordered placed upon the records, and Secretary instructed to communicate with Superintendent Jenkins and direct him to locate the lakes referred to in the report and to follow the other recommendations contained in the report:

REPORT.

Tallahassee, Fla., December 20, 1909.

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

Gentlemen: We left here Sunday, December 5th, for an inspection of the drainage operations in the Caloosahatchee River and for an inspection of Lake Okeechobee. We made a trip up the Caloosahatchee River into Lake Okeechobee, and around Lake Okeechobee eastward as far

as South Bay. We examined several outlets making southward from Lake Okeechobee.

The Caloosahatchee River, in our opinion, is taxed to its utmost to carry away the waters flowing into it from the water-shed of the river. We are of the opinion that no more water should be turned into the Caloosahatchee River, or its valley, from Lake Okeechobee. We, therefore, recommend that the dredge Caloosahatchee continue its excavations through the rapids above Fort Thompson, excavating no more than is absolutely necessary to remove these rapids and to permit the passage of the dredge, due consideration being given to the necessities of commerce on the river while the dredge is thus employed. We furthermore recommend that a canal be cut at a point eastward of what is known as the Wood Yard Canal, for a distance of 2,000 feet, more or less. We consider this necessary, in order that the dredge may be able to enter Okeechobee. This canal should be excavated to such a depth and to such a width only as may be necessary to permit the passage of the dredge. In the performance of this work there could be no interference with commerce, as this canal would be dug through land in which there is now no stream at all. We recommend that no other excavating be done in the Caloosahatchee River, or in the canals leading into the river from Okeechobee, except such as may be absolutely necessary for the passage of the dredge into the lake.

At South Bay, in Lake Okeechobee, there is a river apparently running southeastward. This river, at the date of our trip, was fully seven or eight feet deep and 150 feet wide, more or less. This river is by some called Menzies River, and by others Democrat River. It appears to us that a canal should be excavated southeastward more or less in prolongation of this river, this to be determined by a satisfactory survey. We heard from several parties that there is a lake known as Brooker Lake, extending generally in a southeastern direction from

Menzies River. From all accounts, this lake varies from 150 feet to several hundred feet in width. The lake does not seem to be continuous. In other words, there appear to be several lakes, separated by strips of land varying in distances across. These lakes are represented to be from seven to eight feet deep.

We recommend that the Superintendent of Drainage be directed to locate these lakes. It is probable that the general direction of these lakes may be such that the lakes may be utilized as a part of the drainage system.

Respectfully submitted,

ALBERT W. GILCHRIST, Governor;

W. V. KNOTT, State Treasurer.

Committee.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 24, 1909.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The meeting was held for the purpose of considering bids for excavating from one to three hundred lineal miles of canals in the Everglades, in accordance with requirements adopted by the Trustees at a meeting held on November 22nd, 1909, said requirements for bids having been advertised in various papers in this State and also in the Manufacturers' Record, of Baltimore.

Governor Gilchrist presented the following bids, which he had received in accordance with the advertisement for bids, for the consideration of the Trustees:

Proposal of Reed A. Bryan, of Fort Lauderdale, Fla:

For excavating canal 40 to 60 feet wide and 8 to 10 feet deep through muck and sand up to the point where the sand predominates, 9 cents per cubic yard.

For canal of same dimensions through muck, sand and rock, provided the amount of rock equals 10 per cent. of the output and is of a consistency that requires blasting, 20 cents per cubic yard.

For canal of same dimensions where rock predominates in quantity, 25 cents per cubic yard.

For canal 8 to 10 feet deep and 70 feet wide, add 10 per cent. to these figures.

Same depth, 80 feet wide, add 20 per cent.

Same depth, 80 to 90 feet wide, add 30 per cent.

Same depth, 80 to 100 feet wide, add 45 per cent.

This bid is upon condition that the Trustees will furnish all rights of way to get at and through the work and permit the contractor to commence the work of excavating at Lake Okeechobee, Lake Worth, Hillsboro River, west of railroad bridge, at New River, Miami River, or at such other point as would be equally convenient to secure supplies to operate a plant. And provided, further, that the Trustees co-operate with the contractor to the extent of reducing the number of dams and other obstructions that would tend to increase the cost of the work to the contractor to the least number necessary to advance the work. I will be ready for actual work within seven months after notice of giving me the contract.

Respectfully submitted,

REED A. BRYAN.

Proposal of William J. Oliver, by H. L. Pike, General Manager, of Knoxville, Tenn.

I propose to excavate three hundred (300) lineal miles

of canals in the Everglades Drainage District in the same manner that the work has so far been done, and subject to the conditions named in the printed advertisement for bids, at a price of sixteen cents (16 cents) per cubic yard.

If desired by the Trustees, I will take over the equipment now on the East Coast work and the dredge "Caloo-sahatchee" as soon as it can be delivered in Lake Okeechobee, on a rental basis, or by purchase, at such prices and terms as may be hereafter agreed upon. In addition to that equipment, I will place two dredges at new locations required as soon as they can be built, estimated time three to four months.

I will furnish a surety bond in any reasonable amount to guarantee the completion of the work within a reasonable time fixed by the Board of Trustees.

Yours truly,

WILLIAM J. OLIVER,

By H. L. PIKE, General Manager.

Knoxville, Tenn., December 22nd, 1909.

Bid of the Keller Excavator Company, of Philadelphia, Pa.:

Proposal for cutting 300 lineal miles of canals, 40 to 100 feet wide, from 6 to 10 feet deep in depth, or such other width and depth as the Trustees may determine.

In accordance with your advertised request for proposals for cutting canals as above, we beg to submit the following on the basis that the canals are to be cut from Lake Okeechobee south and southeasterly of cross-sections of 10 to 100 feet and from 6 to 10 feet in depth of muck cutting, as such will be entirely that of muck except bordering on Lake Okeechobee, where there will be considerable Custard Apple and Willow Swamp.

1. That the first canal to be cut shall be the "South Canal" from Ritta River southerly, partly constructed by the A. & G. C. C. & O. L. Co., with paralleled canals as may be required.

We propose to construct such canals at the price of four and one-quarter ($4\frac{1}{4}$) cents per cubic yard of muck cutting, and Ten (10) cents per cubic yard for Custard Apple and Willow Swamp cutting.

We should require six months to construct and deliver in Lake Okeechobee an excavator plant, with steamers, lighters, barges, etc., that will be required in such work. That from the completion of such plant within six months from signing of contract, we agree to complete such canals of equal to that of one hundred miles in length, with 40 to 100 feet wide, in twenty-one months from the period fixed for the construction of said excavator plant.

2. We will also construct two hundred miles of similar canals in thirty (30) months at a price of Four and three-quarters ($4\frac{3}{4}$) cents per cubic yard for muck cutting and Ten (10) cents per cubic yard for Custard Apple and Willow Swamp cutting.

3. We will also construct three hundred miles of similar canals in thirty-six (36) months at the price of Five (5) cents per cubic yard for muck cutting and Ten (10) cents per cubic yard for Custard Apple and Willow Swamp cutting.

For any defaulted time in completing the construction of said canals we will forfeit and pay Five Thousand Dollars for each and every month consumed in excess of the aforementioned time in completing such work. Some provision shall be agreed on in case of breakdowns to machinery that cannot be repaired except at the engineering works where plant was built, and subject to strikes, fires or other providential delays.

Payments shall be made on the 15th of each month for work completed in the previous month, and delay in such payments shall be considered as an extension of time herein fixed for the completion of said work. We will give a bond in the sum of \$50,000 that the building of the excavator plant shall be completed and delivered into Lake Okeechobee within six months.

If any delay shall be made on the part of the Trustees in determining the location, direction, width or depth of said canals, then this company shall be entitled to proceed according to their best judgment in the construction of the canals.

Each 100 miles contract to be treated as a unit and settlement to be made for each unit as completed.

Other matters pertinent to a contract to be determined between us.

Yours respectfully,

THE KELLER EXCAVATOR CO.,
By V. P. KELLER, Gen. Mgr.

Proposal of J. M. Barrs, of Jacksonville, Fla. :

The undersigned hereby submit proposals for excavating canals in the Everglades Drainage District as follows :

This proposal covers excavation of 100 to 300 lineal miles of canals, 40 to 100 feet wide, 6 to 10 feet deep, or such other width or depth as the Trustees may, in their discretion, determine upon :

The price of cubic yard of excavation shall be :

For excavating Everglades muck, per cubic yard :

In canals 60 feet or less in width, 12 cents.

In canals 60 to 80 feet in width, 16 cents.

In canals over 80 feet in width, 20 cents.

For excavating rock, per cubic yard :

In canals 60 feet in width or less, 20 cents.

In canals 60 to 80 feet in width, 30 cents.

In canals more than 80 feet in width, 45 cents.

For excavating materials other than rock and Everglades muck, per cubic yard :

In canals 60 feet or less in width, 15 cents.

In canals 60 to 80 feet in width, 22 cents.

In canals more than 80 feet in width, 30 cents.

We will be ready for actual work within eight months

after notice to us that the contract is let on this proposal.

We will give bond for completion of the work in four years, and accept payment in cash as the work progresses, as provided in the notice, or in lands at reasonable prices to be agreed upon.

We will furnish everything required, and no advance payments are to be made.

If the Trustees of the Internal Improvement Fund of Florida will lease to us, to be used in the work to be done, the four dredges owned by the Trustees, now in the Everglades Drainage District, we will take these dredges as they stand and use them in the work, and keep the dredges in good repair, and allow the Trustees twenty-five per cent. of the above prices on all work done by them. We will agree to do the work necessary to permanently reduce the water level of Lake Okeechobee so as to permit the cultivation of the lands draining into that lake within thirty-six months after the contract is let to us. If the Trustees lease to us their dredges, we will begin operations with them as soon as the details can be reasonably arranged and will have additional machines at work as soon as they can be reasonably secured and located for work.

J. M. BARRS.

Proposal of Okeechobee Improvement Company:

The undersigned hereby submit a proposal for excavating canals in the Everglades Drainage District as follows: This proposal covers excavation of a canal 60 feet wide, 6 to 10 feet deep, between Lake Worth and Lake Okeechobee, the price per cubic yard of excavation shall be:

For excavating Everglades muck, per cubic yard,
8 cents.

For excavating rock, per cubic yard, 20 cents.

For excavating materials other than rock and Everglades muck, per cubic yard, 10 cents.

We will be ready for actual work within six months

after notice to us that the contract is let on this proposal, and to complete the work in thirty months thereafter.

We will give a bond and accept payment in cash as the work progresses, as provided in the notice.

We will furnish everything required, and no advance payments are to be made.

If the Trustees will lease us, to be used in the work, the dredge Caloosahatchee, we will pay you eight hundred dollars per month for its use and keep the dredge in good repair.

We will accept payment in lands at reasonable prices.

Respectfully submitted,

OKEECHOBEE IMPROVEMENT CO.

J. R. ANTHONY, JR., President;

W. L. BRAGG, Secretary.

Proposal of Okeechobee Improvement Company:

The undersigned hereby submit a proposal for excavating canals in the Everglades District as follows:

This proposal covers excavation of 100 lineal miles of canals, 40 to 100 feet wide, 6 to 10 feet deep, or such other width or depth as the Trustees may, in their discretion, determine upon.

The price per cubic yard of excavation shall be:

For excavating Everglades muck, per cubic yard:

In canals 60 feet or less in width, $8\frac{3}{4}$ cents.

In canals 60 to 80 feet in width, 10 cents.

In canals over 80 feet in width, 12 cents.

For excavating rock, per cubic yard:

In canals 60 feet in width or less, 25 cents.

In canals 60 to 80 feet in width, 28 cents.

In canals more than 80 feet in width, 35 cents.

For excavating materials other than rock and Everglades muck, per cubic yard:

In canals 60 feet or less in width, 10 cents.

In canals 60 to 80 feet in width, 12 cents.

In canals more than 80 feet in width, 14 cents.

We will be ready for actual work within eight months after notice to us that the contract is let on this proposal. We will give a bond to complete the work in four years, and accept payment in cash as the work progresses, as provided in the notice.

We will provide everything required, and no advance payments are to be made.

If you will lease us, to be used in the work, the dredge Caloosahatchee, we will pay you one thousand dollars per month for its use and keep the dredge in good repair. We will accept payment in lands at fair prices.

Respectfully submitted,

OKEECHOBEE IMPROVEMENT CO.,

J. R. ANTHONY, Jr., President;

W. L. BRAGG, Secretary.

Proposition of the Fenwick's Patented Inventions Manufacturing Company, Inc.; by Thomas Fenwick, President:

1. We offer to excavate up to 300 (three hundred) miles of canals through the Everglades in such directions as you may require. The main canals to be sixty feet wide by eight feet in depth, with laterals of the same dimensions as your Trustees may determine.

2. The excavated dirt is to be distributed by us over the adjoining lands to a distance of 120 feet from each side of these sixty-foot canals, and the same relative proportion for any smaller lateral cuttings which may be required.

3. The whole of the engines, excavating machines, dredges, tools and all other appliances or means to be

supplied at our expense, together with all necessary labor for the work to be done thoroughly and business-like, the Trustees incurring no liability in operating or other expenses of any kind whatsoever beyond the contract consideration as named in the next paragraph.

4. In consideration of such services to be performed by us, your Trustees, representing and acting for the Internal Improvement Fund of the State of Florida, shall agree to pay us at the rate of five cents for each cubic yard of excavating done, including all rock and other hard ground; or as an alternative, we will accept only three cents for each cubic yard excavated, but in addition to this cash we shall received 10,000 (ten thousand) acres of the reclaimed land for each four miles of excavation on the main sixty feet by eight feet canals, but only a proportionate acreage of land for any smaller laterals, based on the cubic contents of the excavations. Or, as a further alternative for your Trustees to consider, we will agree to accept one-half of the whole contract on the five cents per cubic yard basis and one-half on the three cents proposition with the land added, if you prefer this arrangement.

All such land to be appropriated in alternate blocks of 5,000 acres along the lines of route, so that the land alternates with your respective holdings.

5. Payments of the cash due under the contract to be made on a fixed monthly date for the preceding month's excavations, based on the work actually done, and the land (if any due) to be conveyed to us as and when required. No taxes or rates of any kind on this land to be conveyed to us shall be assessed for a term of, say, three years from the date of conveyance to us or to our nominees, unless we sell the land in the meantime, when the purchasers will, of course, be liable.

6. The time to complete the whole contract we undertake shall not exceed thirty months from January, 1910, but we confidently expect to be able to complete whole within 18 (eighteen) months from January, 1910.

7. We are prepared to commence active operations in January with two of our very powerful patent dredges, and will shortly place on the work a further six dredges, to be followed by others as rapidly as they can be built.

Yours respectfully,

THOMAS FENWICK, President,
Fenwick's Patented Inventions Mfg Co., Inc.

In considering the propositions offered, as given above, the Trustees considered favorably the proposition of Thomas Fenwick, President Fenwick's Patented Inventions Manufacturing Company, Inc., and directed the Secretary to wire said company that they accepted the proposition made them by said company, contingent upon the said company entering into a satisfactory contract and bond for the completion of the work proposed to be done by them, and to follow the wire with a letter giving more fully their views in the matter and requesting that the president of the company, or a representative of the company other than the president, empowered to represent them, come to Tallahassee as soon as possible to confer with the Trustees relative to entering into a contract with them for the work.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., January 10, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. J. M. Barrs appeared before the Trustees and presented the following resolution and requested that the Trustees adopt same, or such resolutions as will protect the parties represented by him proposing to purchase and reclaim the lands mentioned in the resolution in procuring a deed to such lands:

After due consideration of the matter, and with a desire to facilitate and promote in any possible way, having due regard for the proper protection of the interests of the Fund, the reclamation and settlement of all lands in the State, the Trustees adopted the following resolution:

WHEREAS, There has been for very many years reserved by this Board, in pursuance of Acts and Resolutions of the State Legislature and Resolutions and contracts of this Board, a tract of about 235,000 acres of land in Brevard, St. Lucie, Palm Beach and Dade Counties, for conveyance to the Florida Coast Line Canal and Transportation Company, upon the completion by that company of certain canals, and deeds executed by the Trustees of the Internal Improvement Fund of the State of Florida, conveying said lands to said company, have been since the 1st day of December, A. D. 1906, deposited in escrow with Bion H. Barnett to be delivered to said company upon the completion of such work, in accordance with its contract with the Trustees; and

WHEREAS, Said lands, to which said company will be entitled if it completes its contract with the Trustees, can be used for the proper development of the resources of that section of the State only by the drainage and

reclamation of those lands, and the proper drainage and reclamation of those lands will greatly benefit the State; and

WHEREAS, Said lands lie outside the Drainage District defined and established by the Legislature of the State of Florida; and

WHEREAS, J. M. Barrs has entered into a contract with the Florida Coast Line Canal and Transportation Company for the purchase from that company, at the agreed price of two dollars and sixty-five cents per acre, of all of those lands lying in Palm Beach and Dade Counties, about 150,000 acres, which are conveyed and described in the said deeds from said Trustees to said company, dated the 1st day of December, A. D. 1906, now held in escrow by said Barnett, and proposes to enter upon and carry out large plans of drainage, reclamation and development of said lands by the digging of canals, and ditches and the construction of dykes around and roads through said lands, and the colonization of said lands on a large scale, as soon as said lands can be reclaimed and made ready for habitation and cultivation; and

WHEREAS, Because of the title to said lands being evidenced only by said deeds in escrow, it is impossible, without the consent and concurrence of the Trustees of the Internal Improvement Fund of the State of Florida, to enter upon said lands and do the work of drainage, reclamation and development of said lands, and said J. M. Barrs, his associates and assigns, stand ready to enter upon and pursue said work upon the passage of these resolutions consenting thereto, and agreeing to the deposit of purchase moneys in escrow; and

WHEREAS, It appears to this Board to be for the manifest benefit and advantage of the people of the State of Florida, and especially of the people living in the vicinity of said lands, that this Board shall consent to the said contract of sale of said lands for said purpose, and to the

substitution in escrow of the full amount of the purchase money to be received from the sale of said lands and the delivery of deeds upon such payment in full; now, therefore, be it

RESOLVED, by the Trustees of the Internal Improvement Fund of the State of Florida, That, in consideration of the manifest benefit and advantage accruing to the State of Florida and to the Internal Improvement Fund of the State from the drainage, reclamation, development and colonization of said lands, the sale of said lands by the Florida Coast Line Canal and Transportation Company to J. M. Barrs for such purposes, and the entry upon said lands and the digging of canals and the building of dykes and roads and the doing of all work necessary to the proper reclamation, development and use of said lands and the depositing of the purchase money by installments or otherwise in escrow with Bion H. Barnett, to be held in escrow, to be delivered to said company or this Board on the terms and conditions that the said escrow deeds or the money substituted therefor shall be delivered to said company or to this Board, as specified, for the delivery of the said deeds to said lands, is hereby consented to, subject to the terms of this resolution. That the said Bion H. Barnett shall not deliver the deeds held in escrow by him until the full amount of \$2.65 per acre for each and every acre of land covered by the deed is deposited with the said Bion H. Barnett in substitution for the said deed.

It being understood that this resolution in no wise relieves the Florida Coast Line Canal and Transportation Company from a full and complete performance of its obligations and promises in regard to the excavating and completing of the said canal or canals in question, according to the terms of its contract with the Trustees of the Internal Improvement Fund. And that the terms of the escrow governing the deeds on deposit with the said Bion H. Barnett are in no wise modified except as to the

substitution of the purchase price of the lands herein referred to for the deed to the same now held in escrow by the said Bion H. Barnett.

And that in the event the said Canal Company shall forfeit the said lands, by its failure to complete the canal or canals in accordance with the terms of its contract with the Trustees, on or before December 1st, 1911, the said lands, with all improvements thereon, shall immediately revert to the Trustees of the Internal Improvement Fund, unless the said purchaser, J. M. Barrs, or his assigns, shall, within thirty days after the said December 1st, 1911, pay to the said Bion H. Barnett the full amount still due on said lands at the rate of \$2.65 per acre, and if the said J. M. Barrs, or his assigns, shall, under such circumstances, fail to pay the balance due on the purchase price within the said thirty days, then all amounts that have been paid to the said Barnett, on account of the said contract between the said J. M. Barrs and the said Canal Company, shall be forfeited to the Trustees of the Internal Improvement Fund, and shall be paid over at once to them by the said Bion H. Barnett, and that the conditions and provisions of this resolution shall be considered as part of the contract between the said Canal Company and said J. M. Barrs, and this resolution is passed subject to the conditions herein set forth; be it further

RESOLVED, That certified copies of this resolution shall be delivered to J. M. Barrs and to the Florida Coast Line Canal and Transportation Company, as evidence of the consent of the members of this Board to such sale and deposit of moneys.

B. E. McLin, Commissioner of Agriculture, presented a letter from McCall & Small relative to the Trustees employing Mr. Fred Elliot, Civil Engineer, to, with the assistance of Mr. McCall, survey the lands owned by the Trustees and the State bordering on Lake Miccosukie, with a view to ascertaining the damage done by trespass upon the said lands and definitely locating the boundary

lines to the lands owned by the Trustees and the State in that territory.

Mr. McLin was authorized to employ Mr. Elliott for such purpose and notify Messrs. McCall & Small of the action of the Trustees.

The Secretary presented the following financial statement for the month of December, 1909, and disbursements for same month, which was read, approved and ordered recorded:

Financial Statement for the Month of December, 1909.

Balance on hand Dec. 1, 1909..	\$ 55,784.81	
Land sales for December, 1909..	1,972.06	
Davie Realty Co., balance due on note due Nov. 1, 1909.....	34,000.00	
R. J. Bolles, first one-half pay- ment on purchase note due Jan. 1, 1910	25,000.00	
Interest on deposits	36.50	
	<hr/>	\$116,793.37
Disbursements in December, 1909		14,404.69
		<hr/>
Balance on hand Jan. 1, 1910..		\$102,388.68

Reconcilement.

Bank balances Jan. 1, 1910....	\$101,943.23	
Cash in hands of P. F. Jenkins.	150.00	
Cash and cash items.....	295.45	
	<hr/>	\$102,388.68

Bank Balances January 1, 1910.

First National Bank of Tallahassee.....	\$ 30,692.99
Capital City Bank of Tallahassee.....	8,414.58
Leesburg State Bank, Leesburg.....	290.39
Bank of Bay Biscayne, Miami.....	111.73
Florida National Bank, Jacksonville.....	15,000.00
Exchange National Bank, Tampa.....	10,000.00

The Barnett National Bank, Jacksonville....	37,433.54
	<u>\$101,943.23</u>

Disbursements in the Month of December, 1909.

Voucher Check				Amount.
Date.	No.	No.		
Dec. 1	2340	1821—	John T. Costa, chief clerk in Salesman's office	\$ 150.00
Dec. 1	2341	1822—	J. M. Dell, services in Gainesville Land Office for Trustees	125.00
Dec. 1	2342	1823—	C. B. Gwynn, clerk in Salesman's office	125.00
Dec. 1	2343	1824—	S. B. Croom, services as stenographer	83.33
Dec. 1	2344	1825—	W. M. McIntosh, Jr., services as Secretary ..	41.66
Dec. 1	2345	1826—	First National Bank, for W. I. Huffstetler, for damages to boat and rent of same.....	750.00
Dec. 1	2346	1827—	First National Bank, payment of pay roll for dredging crews for October, 1909	3,795.42
Dec. 1	2347	1828—	Capital Publishing Co., draft books	3.50
Dec. 1	2348	1829—	Park Trammell, expenses to Orlando on legal services for the Trustees	23.33
Dec. 1	2349	1830—	Western Union Telegraph Co., telegrams during the month of November, 1909	12.92

Voucher Check

Date.	No.	No.	Amount.
Dec. 17	2350	1831—P. F. Jenkins, expense account from Nov. 5 to Dec. 1, 1909	107.16
Dec. 17	2351	1832—M. E. Forrey, sundries for Caloosahatchee ...	22.95
Dec. 17	2352	1833—H. J. Drane, insurance on the Miami	687.50
Dec. 17	2353	1834—The J. A. McDonald Co., lumber	87.25
Dec. 17	2354	1835—Julius Smith, stationery for Superintendent's office	7.00
Dec. 17	2355	1836—John W. Fraser, supplies for the Caloosahatchee	6.75
Dec. 17	2356	1837—Byrd Frazer, meats for Caloosahatchee	47.00
Dec. 17	2357	1838—E. Carlton, wood for Caloosahatchee	102.50
Dec. 17	2358	1839—The H. E. Heitman Co., groceries for Caloosahatchee for November, 1909	126.54
Dec. 17	2359	1840—Robert A. Henderson, groceries for Caloosahatchee for November, 1909	13.90
Dec. 17	2360	1841—C. A. McDougald, wood for Caloosahatchee ...	199.50
Dec. 17	2361	1842—Henry A. Hendry, supplies for the Caloosahatchee for repairs, etc.	71.10
Dec. 17	2362	1843—H. E. Adams, clock for Caloosahatchee	7.50

Voucher Check				Amount.
Date.	No.	No.		
Dec. 17	2363	1844	Caloosahatchee River Steamboat Line, freight for Caloosahatchee ...	34.93
Dec. 17	2364	1845	George F. Cook & Co., supplies and labor for Everglades and Miami	15.85
Dec. 17	2365	1846	T. C. Moody, wood for Everglades and Okeechobee	292.80
Dec. 17	2366	1847	E. A. Robinson, elec- trical fixtures for Ever- glades	12.00
Dec. 17	2367	1848	Georgia Allison, laun- dry work	7.10
Dec. 17	2368	1849	W. I. Huffstetler, re- pair material and work on Miami	310.69
Dec. 17	2369	1850	Florida East Coast Ice Co., ice for Miami for November, 1909	14.40
Dec. 17	2370	1851	Miami Fish Co., fish for Miami	8.40
Dec. 17	2371	1852	J. E. Lummus & Sons, fuses for Miami	25.00
Dec. 17	2372	1853	John Seybold, bread for Miami	1.20
Dec. 17	2373	1854	The Miami Printing Co., reports for Super- intendent's office	2.50
Dec. 17	2374	1855	Tampa Foundry & Ma- chine Co., work and material for Miami, \$921.51; for Caloosa- hatchee, \$131.33	1,052.84

Voucher Check			
Date.	No.	No.	Amount.
Dec. 17	2375	1856—E. L. Brady Co., Inc., groceries for the Everglades	126.82
Dec. 17	2376	1857—T. A. Feaster, meats for Miami, Everglades and Okeechobee	62.28
Dec. 17	2377	1858—Georgia Supply Co., re- pair material for Okeechobee, Everglades and Miami	465.81
Dec. 17	2378	1859—Lumber for Everglades and Miami	358.84
Dec. 17	2379	1860—King & Raymond, re- pair material for Caloosahatchee	15.15
Dec. 17	2380	1861—T. A. Bass, ice for Caloosahatchee for Sep- tember and November, 1909	52.00
Dec. 17	2381	1862—Frank T. Budge, sup- plies for Everglades, Okeechobee and Miami	53.05
Dec. 17	2382	1863—P. Ullendorff, meats for Okeechobee and Everglades for October, 1909	51.35
Dec. 17	2383	1864—Stranahan & Co., sup- plies for Everglades, ship yard and Okeechobee	189.88
Dec. 17	2384	1865—H. & W. B. Drew Co., supplies for Superin- tendent's office, books, etc	81.25

Voucher Check			Amount.
Date.	No.	No.	
Dec. 17	2385	1866—C. D. Leffler, groceries for Everglades, Okeechobee and Miami for November, 1909	614.05
Dec. 17	2386	1867—Featherstone Foundry & Machine Co., material for ship yard and Okeechobee	622.11
Dec. 17	2387	1868—Z. T. Merritt, for recording papers for the Trustees	2.05
Dec. 17	2388	1869—Merrill-Stevens Co., material and work on the Everglades, Okeechobee and ship yard	2,653.34
Dec. 17	2389	1870—J. W. Watson, wood and supplies for Miami and Everglades	205.53
Dec. 17	2390	1871—J. G. Christopher Co., material for Everglades and Okeechobee	64.62
Dec. 20	2391	1872—W. H. Sewell, groceries, etc., for Caloosahatchee	72.85
Dec. 20	2392	1873—Florida East Coast Railway Co., freight for dredges on East Coast	249.84
Dec. 23	2393	1874—E. L. Brady Co., groceries for Okeechobee for November, 1909	89.35

Voucher Check			
Date.	No.	No.	Amount.
Dec. 30	2394	1875—	Amount transferred from Florida National Bank to the Exchange National Bank of Tampa
Total			\$ 14,404.69

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., January 24, 1910.

Trustees met in the Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

A letter was received from Mr. E. E. Goodno, of LaBelle, Fla., in reference to having the dredge Caloosahatchee pass over the old ford below Fort Thompson. The Secretary was instructed to write Mr. Goodno that Mr. Newman, captain in charge of the dredge Caloosahatchee, reports that he will start up the canal Monday, which will not allow him to cut the portion he, Mr. Goodno, refers to, and, anyway, the Trustees feel that they would prefer to investigate the matter further before authorizing Mr. Newman to do the work requested of them by Mr. Goodno.

A letter was read from Mr. Newman, requesting to be furnished with a towing launch, tents for married men

of the crew of the dredge Caloosahatchee, etc. Trustees directed that Mr. Newman be written that they prefer to postpone action on these matters until it is definitely decided whether or not the canal work will be let by contract.

Mr. McLin submitted a letter from Mr. A. P. Anthony, of West Palm Beach, with reference to submitting a bid for draining, if the Trustees would consider same.

Secretary was instructed to notify Mr. Anthony that they would consider such a bid as he referred to at any time that it should be presented.

A letter was then read from Mr. M. H. Long in reference to the settlement with the Wisner Land Company and the Trustees in the matter of perfecting title to lands deeded by the Trustees to the Wisner Land Company, which they claim parties have tax certificates and tax titles to a portion of.

The matter was ordered deferred until a full meeting of the Trustees.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., January 31st, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Secretary presented the financial statement and disbursements of the Trustees for the month of January,

which was read, accepted and ordered spread upon the Minutes.

Financial Statement for the Month of January, 1910.

Balance on hand Jan. 1, 1910...	\$102,388.68
Land sales for January, 1910...	801.93
R. J. Bolles, final payment on purchase note due Jan. 1, 1910	25,000.00
S. M. Tatum, payment of purchase note for land, due on Jan. 4, 1910	6,200.00
Interest on deposits in banks...	440.30
Boggs & Sanders, rent on land for year 1910	25.00
Cash for copy of report.....	.50
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Total amount on hand and received during month	\$134,856.41
Disbursements in January, 1910	14,957.28
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Balance on hand Feb. 1, 1910..	\$119,899.13

Reconcilement.

Bank balances Jan. 31, 1910...	\$119,453.68
Cash in hands of P. F. Jenkins..	150.00
Cash and cash items.....	295.45
<hr/>	
	\$119,899.13

Bank Balances February 1st, 1910.

Barnett National Bank, Jacksonville, Fla....	\$ 22,645.01
Bank of Bay Biscayne, Miami, Fla.....	2,311.73
Capital City Bank, Tallahassee, Fla.....	4,003.00
Citizens' Bank and Trust Co., Tampa, Fla....	8,788.48
Exchange National Bank, Tampa, Fla.....	10,000.00
First National Bank, Tallahassee, Fla.....	31,705.46
Florida National Bank, Jacksonville, Fla....	40,000.00
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	\$119,453.68

Disbursements for January, 1910.

Date.	Voucher No.	Amount.
Jan. 1	2395—W. M. McIntosh, Jr., services as Assistant Secretary.....\$	41.66
Jan. 1	2396—J. C. Luning, services as Secretary	150.00
Jan. 1	2397—John T. Costa, chief clerk in Salesman's office	150.00
Jan. 1	2398—C. B. Gwynn, clerk in Salesman's office	125.00
Jan. 1	2399—J. M. Dell, clerk for Salesman in Gainesville Land Office..	125.00
Jan. 1	2400—Albert W. Gilchrist, expense inspecting dredge work....	34.04
Jan. 1	2401—W. V. Knott, expense inspecting dredge work	32.64
Jan. 3	2402—First National Bank, Tallahassee, pay roll for dredge crews	3,791.30
Jan. 8	1884—Western Union Telegraph Co., telegrams	6.57
Jan. 20	1885—Morning News, ledger for office and express	20.85
Jan. 20	1886—Manufacturers' Record Pub. Co., publishing notice for bids	18.00
Jan. 20	1887—Tampa Tribune Pub. Co., publishing notice for bids..	7.50
Jan. 20	1888—The Miami Printing Co., publishing notice for bids..	7.50
Jan. 20	1889—Florida Times-Union, publishing notice for bids.....	7.50
Jan. 20	1890—Capital Publishing Company, mounting maps for Land Office Salesman	2.00

Date.	Voucher No.	Amount.
Jan. 20	1891—Z. T. Merritt, recording copy of deed St. Cloud Sugar Belt Railway to Disston.....	1.30
Jan. 20	1892—Z. T. Merritt, recording transcript in appeal Root vs Cardmen et al.	9.00
Jan. 20	1893—J. W. Corbett, rug for office, duster and waste basket....	7.25
Jan. 20	1894—M. H. Mabry, Clerk Supreme Court, recording copy opinion case Trustees vs. E. N. Mabry	3.85
Jan. 20	1895—M. E. Forrey, laundry, etc., for dredge Caloosahatchee..	9.30
Jan. 20	1896—Smith & Collins, printing for Land Office Salesman.....	23.25
Jan. 20	1897—Z. T. Merritt, recording deed, Bolles to Trustees	1.60
Jan. 20	1898—Gilmore & Davis Co., work on office for Secretary and moving safe	185.85
Jan. 20	1899—The J. A. McDonald Co., lumber for ship yard	41.84
Jan. 20	1900—John Seybold, bread for the Miami	1.68
Jan. 20	1901—The H. E. Heitman Co., groceries for Caloosahatchee...	112.05
Jan. 20	1902—Dr. T. S. Kennedy, medical services for cranemen, Okeechobee	10.00
Jan. 20	1903—Macomber & Whyte Rope Co., rope for Caloosahatchee....	136.40
Jan. 20	1904—Florida East Coast Ice Co., ice for Miami	12.80
Jan. 20	1905—T. C. Moody, wood for Everglades and Okeechobee.....	323.00

Date.	Voucher No.	Amount.
Jan. 20	1906—H. G. Wheeler & Co., laundry for Okeechobee	10.41
Jan. 20	1907—W. I. Huffstetler, supplies for ship yard and Miami.....	108.40
Jan. 20	1908—Burdine & Quarterman, blankets for Miami	21.00
Jan. 20	1909—Miami Fish Co., fish for the Miami	7.20
Jan. 20	1910—The McCrimmon Co., lumber for ship yard	111.90
Jan. 20	1911—E. A. Robinson, electrical fixtures for Miami	5.00
Jan. 20	1912—E. B. King, work done for launch	14.60
Jan. 20	1913—H. & W. B. Drew Co., supplies for office	3.11
Jan. 20	1914—Julius Smith, supplies for Superintendent's office	5.60
Jan. 20	1915—H. E. Heitman Co., for C. A. McDougald, wood for Caloosahatchee	467.25
Jan. 20	1916—The Carl F. Roberts Co., lumber for Caloosahatchee.....	2.20
Jan. 20	1917—T. A. Bass, ice furnished Caloosahatchee	40.30
Jan. 20	1918—Byrd Frazer, fresh meat for Caloosahatchee	52.40
Jan. 20	1919—Menge Bros., freight for Caloosahatchee	36.14
Jan. 20	1920—Georgia Allison, laundry for Everglades	21.20
Jan. 20	1921—The Cameron & Barkley Co., material and dynamite for Caloosahatchee	461.87
Jan. 20	1922—T. A. Feaster, fresh meat for dredges	64.44

Date.	Voucher No.	Amount.
Jan. 20	1923—Standard Oil Co., supplies for ship yard and dredges.....	115.29
Jan. 20	1924—J. B. Vreeland, fish for the dredges	14.95
Jan. 20	1925—J. E. Lummus & Sewell, dynamite and fuses for dredges..	1,582.50
Jan. 20	1926—J. G. Christopher Co., supplies for ship yard and the dredges	27.62
Jan. 20	1927—The C. H. Lyne Foundry and Machine Co., supplies for the ship yard and dredges.....	703.30
Jan. 20	1928—Stranahan & Co, ice, groceries and household goods.	177.10
Jan. 20	1929—New River Transportation Co., launch for Superintendent and work on dredges..	26.02
Jan. 20	1930—Frank T. Budge, supplies for Superintendent's office and Miami	35.02
Jan. 20	1931—Florida Electric Co., electrical supplies	14.45
Jan. 20	1932—C. D. Leffler, groceries and supplies	768.52
Jan. 20	1933—Georgia Supply Co., material for dredges	609.24
Jan. 20	1934—Florida East Coast Railway, freight on material and supplies	249.47
Jan. 20	1935—P. F. Jenkins, incidental expenses	98.04
Jan. 20	1936—Merrill-Stevens Co., work and material	3,385.44
Jan. 20	1937—H. M. King, funeral expenses for craneman on Okeechobee	95.05

Date.	Voucher No.	Amount.
Jan. 20	1938—J. W. Watson, supplies and wood for dredges	223.52
Jan. 20	1939—The Capital City Bank, Tallahassee, transfer of funds.	
Jan. 20	1940—The Citizens' Bank & Trust Co., of Tampa, transfer of funds.	
Jan. 20	1941—The Citizens' Bank & Trust Co., of Tampa, transfer of funds.	
Total		\$ 14,957.28

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., January 31, 1910.

The Trustees of the Internal Improvement Fund met in Executive Office.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The matters in correspondence with certain corporation complainants, in the drainage tax suits pending in the Supreme Court of the United States with the Board of Drainage Commissioners, looking to a settlement of the matters in controversy, and the early payment of the drainage taxes, past due and to become due, including the year 1912, so far as the Trustees of the Internal Improvement Fund have duties to perform, or it is deemed

within their power or authority, and the further stipulations and agreements on their part set forth in the draft of proposed agreement to be entered into by and between the Board of Drainage Commissioners of the State of Florida, the Trustees of the Internal Improvement Fund, the Southern States Land and Timber Company, the Empire Land Company, the Florida Land and Timber Company, the Consolidated Land Company, the Model Land Company, the Florida East Coast Railway Company, and R. J. Bolles, which has been presented to the Trustees of the Internal Improvement Fund for their consideration and acceptance so referred to, required action of the Trustees, have been fully discussed and considered in the presence of representatives and officials of the complainant corporations above named and Richard J. Bolles, and said agreement, so far as it relates to the powers and duties of the Trustees of the Internal Improvement Fund of Florida, appears to be acceptable and to the best interests of the Trust and Fund, viz., the drainage of the swamp and overflowed lands by the lowering of the waters of Lake Okeechobee, as heretofore set forth in general plans of the Trustees of the Internal Improvement Fund of the drainage work now being prosecuted by the Trustees. It is, therefore,

RESOLVED, by the Trustees of the Internal Improvement Fund, That the contract to be hereinafter set forth, together with its stipulations and covenants, be, and the same are hereby, approved and accepted, and that the Trustees of the Internal Improvement Fund duly execute on their part the said articles of agreement as therein provided.

RESOLVED FURTHER, That the employment of J. O. Wright, Supervising Drainage Engineer of the United States, as set forth in the resolutions adopted by the Board of Drainage Commissioners of the State of Florida, which has been called to the attention of the Trustees of the Internal Improvement Fund, be approved

as therein set forth, and that the Trustees of the Internal Improvement Fund will share in the payment of said engineer's salary and expenses in the manner, and form, and amount, as may be determined upon between the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners aforesaid.

RESOLVED FURTHER, That the Trustees of the Internal Improvement Fund, in the execution of the proposed agreement aforesaid, which is in words and figures as follows, to-wit:

THIS MEMORANDUM OF AGREEMENT, Made the 31st day of January, 1910, between the Board of Drainage Commissioners of the State of Florida, parties of the first part, called herein "The Drainage Commissioners," and A. W. Gilchrist (et al.), as Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part, called herein "The Trustees," and Richard J. Bolles, of Carlsbad, New Mexico, party of the third part, and Southern States Land and Timber Company, a corporation under the laws of the State of Louisiana; Empire Land Company, a corporation under the laws of New Jersey; Florida Land and Timber Company, a corporation under the laws of Iowa; Consolidated Land Company, Model Land Company, and Florida East Coast Railway Company, corporations under the laws of Florida, parties of the fourth part, called herein the "Land Companies":

WITNESSETH: That in consideration of the mutual obligations and engagements of the parties hereto, and in pursuance of certain resolutions of the Drainage Commissioners and the Trustees touching the subject-matter of this agreement, it is stipulated, covenanted and agreed between the parties hereto as follows:

I.

That the suits of the Land Companies against the Drainage Commissioners to enjoin the collection of the

drainage tax now pending in the Supreme Court of the United States shall be dismissed, each party paying its own costs; but upon condition that the Land Companies and their sureties shall not be liable upon any injunction, appeal or other bond given by them in any of such proceedings.

II.

That the Land Companies shall pay the drainage taxes assessed upon their lands respectively for the years 1907 to 1912, inclusive, at such times and in such amounts as may be called for or required by the Drainage Commissioners. All such payments shall be made to the respective Tax Collectors authorized by statute to receive the same, but the Comptroller shall direct and authorize such Tax Collectors to receive such taxes in installments as called for by the Drainage Commissioners, and to give full and complete tax receipts without cost or interest for the amounts as paid from time to time, releasing such lands from such taxes as may be selected and designated by the Land Companies making such payments. Such installments are to be paid within thirty-five days from the date of the notice of the call therefor, and in default thereof the proceedings provided by law for the enforcement of such taxes may be forthwith taken by the Drainage Commissioners at their option, but if such payments are made within thirty-five days of such call the Drainage Commissioners and Trustees, joined by the Comptroller, engage not to enforce such tax, otherwise than as herein stated. The Drainage Commissioners will call for such payments only as in their judgment they are needed for the successful prosecution of the drainage work contemplated hereby.

III.

That the Drainage Commissioners and Trustees, either or both, in such manner as may be legally practicable, shall proceed to prepare specifications and plans for the

construction and completion of the following drainage canals:

(1) To extend the present canal from Lake Okeechobee in the proper dimensions, touching the South Canal or its extensions, now being cut from west of Fort Lauderdale extending on to the Miami Canal.

(2) From the south waters of Lake Okeechobee to connect with the North Canal now being cut west of Fort Lauderdale.

(3) And the third route shall be the one from the eastern shores from Lake Okeechobee to the southern prong of the St. Lucie River, provided the estimate of the engineer does not show an excessive extra cost of this route, otherwise the route shall be from the southeast of Lake Okeechobee southeast extending to the Hillsborough River, subject to the approval of the engineer and the Drainage Commissioners. Provided, further, that should the canal from the eastern shores of Lake Okeechobee to the south prong of the St. Lucie River be selected as the third route, then the canal from the south waters of Lake Okeechobee southeast extending to the Hillsborough River shall be the fourth route selected. Should, however, the canal known as the Hillsborough River Canal be selected as the third canal, then, in that event, the canal from the eastern shores from Lake Okeechobee to the south prong of the St. Lucie River shall be the fourth canal selected.

(4) That the remainder of the two hundred miles of canal to be cut under said contract shall be cut beginning at a point on Canal Number One to be determined by the engineer and the Drainage Commissioners, with its ultimate objective point being the tide waters of the Gulf of Mexico.

IV.

Such plans and specifications shall be prepared under the advice and with the assistance of a competent drain-

age engineer of known ability and experience, to be employed by the Drainage Commissioners as hereinafter stated, and in the preparation of such plans and specifications the Land Companies and said Bolles, as well as all other drainage taxpayers, shall be given an opportunity to co-operate as far as may be reasonably proper. When such plans and specifications shall have been so prepared, the Drainage Commissioners and Trustees shall advertise for bids for the construction of such canals and other drainage canals, aggregating 200 miles, or less, at the option of the Trustees and Drainage Commissioners, by contract, and if a satisfactory bid or bids can be obtained the work shall be let to the lowest competent bidder. It is understood that provisions shall be made in such contract for the taking over or hire of the drainage equipment and dredges now owned by the Trustees.

V.

The Drainage Commissioners and Trustees shall employ J. O. Wright, Esq., now Supervising Drainage Engineer of the United States, as drainage engineer, to have charge of such drainage work, under the direction, supervision and control of the Drainage Commissioners and Trustees, and in case of inability to secure his services, or of his resignation or removal, the Drainage Commissioners and Trustees shall employ in such capacity a competent drainage engineer of known skill and experience.

VI.

That the said Bolles shall pay the drainage taxes assessed upon the lands owned by him and upon those conveyed to him by the Trustees, to and including the year 1912, in the same manner and at the same time as herein elsewhere provided in respect to the drainage tax upon the land of the Land Companies. The Trustees shall pay the drainage taxes to and including the year 1912 upon the lands owned by them in such manner and under such

conditions as may be agreed between them and the Drainage Commissioners. The Trustees shall also devote to the prosecution of the drainage work contemplated by this agreement the sum of four hundred and twenty-five thousand dollars, to be paid them by said Bolles, for drainage purposes. The Trustees shall advance to the Drainage Commissioners as a loan to December 31st, 1912, so much of the sum of four hundred thousand dollars due them by the said Bolles for the purchase of lands from the said Trustees as may remain after the payment of the drainage taxes upon the lands owned by the Trustees and the payment of the amount required to be turned into the School Fund under the Constitution of Florida.

VII.

That in any contract made by the Drainage Commissioners or Trustees, either or both, for the prosecution of such drainage work, the right shall be reserved by them to terminate the contract upon the failure of any of the parties hereto to perform the engagements entered into herein upon such conditions and under such circumstances as the Drainage Commissioners or Trustees, either or both, may deem advisable.

That if the drainage work contemplated by this agreement shall be let by contract, it shall be provided in such contract that the work shall be completed in not more than three years.

That as it has been represented to the Drainage Commissioners that a part of the land in the southern end of the drainage district, aggregating about 58,000 acres, furnish a watershed and reservoir; constituting the fresh water supply of the City of Key West and stations along the Florida East Coast Extension, and are not capable of being drained, the Drainage Commissioners will request the Governor to recommend to the Legislature to amend the drainage act by eliminating these lands from the drainage district.

It having been further represented to the Drainage Commissioners that certain other lands in adjacent territory are subject to tidal overflow and incapable of reclamation, the Drainage Commissioners will recommend to the Governor the same course in regard to such lands, if upon investigation the Drainage Commissioners shall find such conditions to exist.

That in consideration of the agreement of the Land Companies to dismiss their said suits, and to pay such drainage taxes, and in further consideration of the undertaking by the Drainage Commissioners to prosecute the drainage project contemplated herein with despatch, the said Bolles will enter into a written binding obligation with the Trustees to pay all of the notes which he has given to the Trustees for the purchase of lands and for drainage purposes at the times and in the proportions which the Land Companies shall be required to pay by the Drainage Commissioners to pay their drainage taxes for the years 1907 to 1912, inclusive, as herein elsewhere provided, and that he will pay all of said notes in any event within two years from date, provided that the Land Companies shall have paid all of their said drainage taxes within that period, or that the drainage work as herein contemplated is being continued. And the said Bolles further agrees and consents to any modification which this contract may make in any prior contract he may have with the Trustees. Provided, that the said Bolles shall not be required to pay a sum greater than one-eighth of the amount of the notes given by him to the Trustees quarterly during the period of two years, or the time covered by this contract.

That the respective Land Companies hereby enter into obligation with the Drainage Commissioners to pay all of the drainage taxes for the years 1907 to 1912, inclusive, upon the lands owned by them respectively within the drainage district in the year 1907, within two years

from date, without regard to any sales of lands which may have been or may hereafter be made by them.

That this agreement shall not become binding or effective unless the Drainage Commissioners and Trustees shall accept a bid and enter into a contract or contracts for the performance of the drainage work herein contemplated, but if such contract is let then all the parties hereto shall be fully bound by and shall perform their respective obligations hereunder. If, however, the Trustees and Drainage Commissioners shall, in their discretion, reject all bids and decline to enter into any contract for such work, this agreement shall become inoperative, and thereupon the Trustees shall request all the parties hereto to enter into a new conference as soon as possible to determine upon the future method of co-operation in carrying out the drainage projects proposed by this agreement.

VIII.

That upon the acceptance of a bid for the cutting of the two hundred miles of canal, or so much thereof as the Drainage Commissioners may have the funds to pay for, the Land Companies, parties to this agreement, agree to immediately withdraw the suits now pending in the United States Supreme Court in opposition to the payment of the drainage taxes for the year 1907 and subsequent years.

IX.

The Land Companies and R. J. Bolles, parties to this agreement, hereby agree that, within twenty days of the signing of a contract for the work outlined above, bind themselves to pay the drainage taxes due by them for the first year's assessment against their respective properties.

X.

That this agreement shall be ratified by the respective Boards of Directors of the above mentioned Land Com-

panies, and evidence of such action submitted to the Trustees. This agreement shall be binding upon the successor, legal representative and assigns of all the parties hereto.

XI.

This contract shall not be construed to render any of the Land Companies liable for the performance of this agreement by any other Land Company or Land Companies parties hereto.

IN WITNESS WHEREOF, All of the above mentioned parties have duly executed this instrument under seal.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF FLORIDA.

ALBERT W. GILCHRIST, Governor.
A. C. CROOM, Comptroller.
PARK TRAMMELL, Attorney General.
W. V. KNOTT, State Treasurer.
B. E. McLIN, Comm'r of Agriculture.

Signed in the presence of:

J. L. BILLINGSLEY.
G. T. WHITFIELD.

SOUTHERN STATES LAND AND TIMBER
COMPANY,

By PEARL WIGHT, President.

EMPIRE LAND COMPANY,

By WM. S. HARVEY, President.

CONSOLIDATED LAND COMPANY,

By W. F. COACHMAN.

Witnesses:

J. L. BILLINGSLEY.
G. T. WHITFIELD.

MODEL LAND COMPANY,

By J. E. INGRAHAM, Vice President.

FLORIDA EAST COAST RAILWAY CO.,

By J. E. INGRAHAM, Vice President.

FLORIDA LAND AND TIMBER COMPANY,

By W. F. COACHMAN, as per verbal instructions, subject to confirmation by the Company.

BOARD OF DRAINAGE COMMISSIONERS
OF THE STATE OF FLORIDA.

ALBERT W. GILCHRIST, Governor.

A. C. CROOM, Comptroller.

PARK TRAMMELL, Attorney General.

W. V. KNOTT, Treasurer.

B. E. McLIN, Comm'r of Agriculture.

Witnesses:

J. L. BILLINGSLEY.

G. T. WHITFIELD.

Do so as a simultaneous act with the parties above enumerated, the act of execution on behalf of said corporations by officers thereof to be confirmed by resolution of the Boards of Directors of the corporations aforesaid, of which the Trustees shall be advised, as a condition precedent to the due execution and delivery of said contract.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., February 8th, 1910.

Trustees met in the Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Mr. J. M. Barrs appeared before the Trustees and presented the following request:

Tallahassee, Fla., February 7th, 1910.

To the Honorable Chairman and Members of the Board of
Trustees of the Internal Improvement Fund of
the State of Florida.

Gentlemen: The undersigned respectfully represents that, acting under a contract made by him with the Florida Coast Line Canal and Transportation Company, and a resolution adopted by you on the 10th day of January, A. D. 1910, he has arranged for the construction of dykes, ditches and roads, and to provide for the development and colonization of the lands lying in Palm Beach and Dade Counties, which are described in the deeds made by the members of your Honorable Board to the Florida Coast Line Canal and Transportation Company, now in escrow in the hands of Bion H. Barnett; and that he finds that the drainage development and colonization of said lands can be very greatly facilitated by the division of said large area of lands, extending many miles in length from north to south, by the passage of a resolution authorizing, insofar as you may possibly be concerned, the division of said lands into tracts of convenient size and location to enable several parties to proceed to developing each a separate tract at the same time, thereby encouraging competition in the work of developing and colonizing this large area of lands, which will remain valueless until drained and reclaimed and colonized.

And your petitioner respectfully represents that the Florida Coast Line Canal and Transportation Company has done more than two-thirds of the work required to be done under the provisions of the escrow contract governing the delivery by Bion H. Barnett of the two deeds for 235,000 acres, and now has actually engaged in the completion of the work several dredging machines, which can, in one-half the time remaining for the completion of the work, complete the entire work required to be done, and at a cost of less than one-fourth the amount of money which your petitioner is to pay to said company for the 150,000 acres of land; wherefore, there can be no doubt of the completion of the work by the Florida Coast Line Canal and Transportation Company within the time limited and of the delivery of the said deeds now held in escrow.

Wherefore, your petitioner respectfully requests that your honorable body will so amend the resolution heretofore passed as to formally consent, insofar as you may possibly be concerned, to the division of said long tract of 150,000 acres of land into several conveniently located tracts, to facilitate the development of each tract in competition with the others.

Respectfully submitted,

J. M. BARRS.

The Trustees, considering the request, adopted the following:

WHEREAS, There has been for very many years reserved by this Board, in pursuance of Acts and Resolutions of the State Legislature and Resolutions and contracts of this Board, a tract of about 235,000 acres of land in Brevard, St. Lucie, Palm Beach and Dade Counties, for conveyance to the Florida Coast Line Canal and Transportation Company upon the completion by that company of certain canals, and deeds executed by the Trustees of the Internal Improvement Fund of the State

of Florida, conveying said lands to said company, have been since the 1st day of December, A. D. 1906, deposited in escrow with Bion H. Barnett to be delivered to said company upon the completion of such work, in accordance with its contract with the Trustees; and

WHEREAS, Said lands, to which said company will be entitled if it completes its contract with the Trustees, can be used for the proper development of the resources of that section of the State only by the drainage and reclamation of those lands, and the proper drainage and reclamation of those lands will greatly benefit the State; and

WHEREAS, Said lands lie almost all outside the drainage district defined and established by the Legislature of the State of Florida; and

WHEREAS, J. M. Barrs has entered into a contract with the Florida Coast Line Canal and Transportation Company for the purchase from that company, at the agreed price of two dollars and sixty-five cents per acre, of all of those lands lying in Palm Beach and Dade Counties, about 150,000 acres, which are conveyed and described in the said deeds from said Trustees to said company, dated the 1st day of December, A. D. 1906, now held in escrow by said Barnett, and proposes to enter upon and carry out large plans of drainage, reclamation and development of said lands by the digging of canals and ditches and the construction of dykes around and roads through said lands, and the colonization of said lands on a large scale as soon as said lands can be reclaimed and made ready for habitation and cultivation; and

WHEREAS, Because of the title to said lands being evidenced only by said deeds in escrow, it is impossible, without the consent and concurrence of the Trustees of the Internal Improvement Fund of the State of Florida, to enter upon said lands and do the work of drainage, reclamation and development of said lands, and said J. M. Barrs, his associates and assigns, stand ready to enter upon and pursue said work upon the passage of

these resolutions consenting thereto and agreeing to the deposit of purchase money in escrow; and

WHEREAS, It appearing to this Board to be for the manifest benefit and advantage of the people of the State of Florida, and especially of the people living in the vicinity of said lands, that this Board shall consent to the said contract of sale of said lands for said purpose, and to the substitution in escrow of the full amount of the purchase money to be received from the sale of said lands and the delivery of deeds upon such payment in full; now, therefore, be it

RESOLVED, by the Trustees of the Internal Improvement Fund of the State of Florida, That, in consideration of the manifest benefit and advantage accruing to the State of Florida and to the Internal Improvement Fund of the State from the drainage, reclamation, development and colonization of said lands, the sale of said lands by the Florida Coast Line Canal and Transportation Company to J. M. Barrs for such purposes, and the entry upon said lands and the digging of canals and the building of dykes and roads and the doing of all work necessary to the proper reclamation, development and use of said lands and the depositing of the purchase money by installments or otherwise in escrow with Bion H. Barnett, to be held in escrow, to be delivered to said company, or this Board, on the terms and conditions that the said escrow deeds or the money substituted therefor shall be delivered to said company, or to this Board, as specified for the delivery of the said deeds to said land, is hereby consented to, subject to the terms of this resolution. That the said Bion H. Barnett shall not deliver the deeds held in escrow by him until the full amount of \$2.65 per acre for each and every acre of land covered by the deed is deposited with the said Bion H. Barnett in substitution for the said deed; be it further

RESOLVED, That to facilitate the drainage, development and colonization of said 150,000 acres of land, the

members of this Board hereby consent to the division and sale of, and conveyance of, said lands in convenient sized tracts taken in solid bodies of not less than 30,000 acres each; and upon the deposit with Bion H. Barnett of the full price of two and 65/100 (\$2.65) dollars per acre for all the lands in any tract which is in acreage not less than 30,000 acres before December 1st, 1911, to be held by Bion H. Barnett in escrow to be delivered to the Florida Coast Line Canal and Transportation Company, or to this Board, as the case may be, on the terms and conditions regulating the delivery of the escrow deeds for said lands now in the hands of Bion H. Barnett, the members of this Board will execute and deliver to said J. M. Barrs, his heirs or assigns, conveyances of the lands in any such tract of 30,000 acres or more for which such purchase price of two and 65/100 (\$2.65) dollars per acre may have been so deposited with said Barnett; it being the intention of the members of this Board by this resolution to authorize the sale, drainage, development and colonization of said lands in convenient sized tracts of not less than 30,000 acres each, conveniently located, and to provide for the conveyance by this Board of such lands in tracts of not less than 30,000 acres each as are fully paid for at said prices upon the failure of the Florida Coast Line Canal and Transportation Company to complete the work provided to be done by said company as a prerequisite to the delivery of said escrow deeds to said company, and to facilitate the accomplishment of the desired improvements of said lands, and, if practicable, placing of said lands upon the tax rolls by the action of the canal company and of this Board at the earliest practicable date.

It being understood that this resolution in no wise relieves the Florida Coast Line Canal and Transportation Company from a full and complete performance of its obligations and promises in regard to the excavating and completing of the said canal or canals in question, according to the terms of its contract with the Trustees of the

Internal Improvement Fund, and that the terms of the escrow governing the deeds on deposit with the said Bion H. Barnett are in no wise modified except as to the substitution of the purchase price of the lands herein referred to for the deed to the same now held in escrow by the said Bion H. Barnett.

And that, in the event the said canal company shall forfeit the said lands by its failure to complete the canal or canals, in accordance with the terms of its contract with the Trustees, on or before December 1st, 1911, the said lands, with all improvements thereon, shall immediately revert to the Trustees of the Internal Improvement Fund, unless the said purchaser, J. M. Barrs, or his heirs or assigns, shall within thirty days after the said December 1st, 1911, pay to the said Bion H. Barnett, or to this Board, the full amount still due on said lands or tracts of 30,000 acres or more thereof at the rate of two and 65/100 (\$2.65) dollars per acre, and if the said J. M. Barrs, or his heirs or assigns, shall, under such circumstances, deposit with said Barnett, or this Board, two and 65/100 dollars per acre on all of said lands or any of such tract or tracts of 30,000 acres or more, the members of this Board will execute and deliver to J. M. Barrs, his heirs or assigns, deeds conveying to him or them such lands in tracts of 30,000 acres or more so paid for, and if Barrs, his heirs or assigns, shall fail to pay the balance due on the purchase price of any of said lands within the said thirty days, then all amounts that have been deposited with the said Barnett in escrow on account of such lands not fully paid for under the said contract between the said J. M. Barrs and the said canal company, and in pursuance of these resolutions, shall be forfeited to the Trustees of the Internal Improvement Fund, and shall be paid over at once to them by the said Bion H. Barnett, and that the conditions and provisions of this resolution shall be considered as part of the contract between the said canal company and said J. M. Barrs, and

this resolution is passed subject to the conditions herein set forth.

Provided, nevertheless, That nothing in these resolutions shall be construed as requiring the members of this Board to convey any tract of said land until this Board shall have received from said Barrs, his heirs or assigns, \$2.65 per acre for each acre to be conveyed, and, in addition thereto, forty cents per acre for each acre, if any, which is not paid for in full at \$2.65 per acre; and that there shall be paid and forfeited to this Board forty cents per acre for each acre of said lands, if any there be, which is not paid for in full at \$2.65 per acre within the time above limited. Be it further

RESOLVED, That the foregoing resolutions are passed and the rights thereunder are granted and shall remain in force and effect only upon condition that said J. M. Barrs, his heirs or assigns, shall exercise the option now held by him, or some modification thereof, not inconsistent with these resolutions, and that should said Barrs in any modification of his option from said Florida Coast Line Canal and Transportation Company agree to pay to said company a price in excess of \$2.65 per acre for said lands, then the price to be paid to this Board for said lands, if purchased from them, shall be increased to such price in excess of \$2.65 per acre as may be contracted to be paid to said company. Be it further

RESOLVED, That certified copies of this resolution shall be delivered to J. M. Barrs, and to the Florida Coast Line Canal and Transportation Company, and to Bion H. Barnett, as evidence of the consent of the members of this Board to such sale and deposit of moneys.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., February 9th, 1910.

Trustees met in the Executive Office on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Hon. Park Trammell presented duplicate contracts received by him from Thomas Fenwick, President Fenwick's Patented Inventions Manufacturing Company, of New York City, for the signature of the Trustees for the excavating of 300 miles of canals in the Everglades, together with a bond in the sum of \$50,000.00 executed by Thomas Fenwick and Harold Fenwick as sureties, articles of incorporation showing the company to have been incorporated in Oklahoma in 1906, and a certified copy of the Secretary of State of Oklahoma certifying to the said articles of incorporation having been properly granted.

Mr. Trammell also presented a letter from Mr. Thomas Fenwick, president, in which letter Mr. Fenwick declined to sign the contract mailed him by Mr. Trammell on January 5th, 1910, stating the said contracts contained several points that his company could not accept.

The Trustees, carefully considering the matter, determined that, having required the Fenwick's Patented Inventions Manufacturing Company to sign the contracts mailed them by their instructions on January 5th, 1910, and execute a bond satisfactory to them in the sum of \$50,000.00 for the faithful performance of excavating 100 lineal miles of canals in the Everglades, and pending the approval or rejection of the bond required to be executed to deposit with them a certified check, on or before January 20th, 1910, in the sum of \$10,000.00 as an evidence of good faith, and the Fenwick's Patented Inventions Manufacturing Company having failed to furnish the cer-

tified check for \$10,000.00 required by the Trustees, and also having failed to furnish a bond of \$50,000.00 satisfactory to the Trustees, as also required, and declining to sign a contract which the Trustees considered necessary for the proper protection of themselves in letting a contract for excavating 100 miles of canals in the Everglades, it was

RESOLVED, That the Trustees decline to execute the contracts received by the Attorney General from the Fenwick's Patented Inventions Manufacturing Company and by him presented to the Trustees to execute by the said Fenwick's Patented Inventions Manufacturing Company, and that the Attorney General is hereby requested to return to the said Fenwick's Patented Inventions Manufacturing Company all papers of theirs that he may have, notifying them that having failed to comply with conditions required of them by the Trustees, stated above, which conditions the Trustees considered necessary to the execution of a contract that would properly guard the interests of the Trustees and warrant them in executing a contract for the excavation of 100 miles of canals in the Everglades, they declined to execute the contracts sent them to sign by the said Fenwick's Patented Inventions Manufacturing Company, through the Attorney General, and also desired to state that any further negotiations between themselves and the Fenwick's Patented Inventions Manufacturing Company looking to the matter of perfecting a contract between them for the excavation of canals in the Everglades was considered useless and that they declined to continue the negotiations further.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., February 18, 1910.

Trustees met in the Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

The following bills were read, approved and ordered paid:

J. C. Luning, services as Secretary for the month of January, 1910	\$ 150.00
John T. Costa, chief clerk in Salesman's office, January, 1910	150.00
W. M. McIntosh, services as Assistant Secretary, January, 1910	25.00
J. M. Dell, services as clerk in Land Office, Gainesville, for the month of January, 1910..	125.00
C. B. Gwynn, services as clerk in Salesman's office, January, 1910	125.00
Western Union Telegraph Co., telegrams sent in January, 1910	1.01
Mrs. R. B. Gorman, services as stenographer in Secretary's office during month of January, 1910	14.00
First National Bank of Tallahassee, pay roll of dredge crews	4,775.14
John McDougall, P. M., envelopes for Salesman's office	117.44
Southern Express Co., express charges	1.45
Capital Publishing Co., printing pamphlets and reports, January 5	53.00
Capital Publishing Co., printing pamphlets and reports, January 15.....	33.00
D. R. Cox, furniture for Secretary's office.....	20.60
Hon. M. H. Mabry, deposit fee, case of Trustees and James Cordner vs. C. H. Root, decided February 1st, 1910	12.00

H. J. Drane, insurance dredge Caloosahatchee, February 15, 1910	687.50
Standard Oil Co., amount covering bills for oil, September, 1909; October, 1909; and January, 1910	172.82
John W. Fraser, general merchandise	20.25
John W. Newman, postage stamps, January, 1910	1.75
M. E. Forrey, money paid to P. C. Dean for tak- ing care of freight for the Caloosahatchee....	5.00
The Marion Steam Shovel Co., supplies for the dredge Caloosahatchee	17.32
The Carl F. Roberts Co., lumber for dredge Ca- loosahatchee	77.55
The Tampa Coal Co., ton coal for dredge Caloo- sahatchee	9.00
W. A. Messer, groceries and meats	47.80
C. A. McDougald, wood	272.63
T. A. Bass, ice	13.00
Henry A. Hendry, hardware supplies for Caloo- sahatchee	52.97
The H. E. Heitman Co., groceries for Caloosa- hatchee	117.17
Florida East Coast Railway Co., freight trans- ported month of January, 1910	148.32
P. F. Jenkins, expense account for month of Jan- uary, 1910	36.99
Mr. Julius Smith, stationery for Superintend- ent's office	3.40
E. B. Douglass, blankets and bed linen for the dredge Everglades	54.80
George F. Cook, blacksmith coal for the dredge Miami	20.00
King & Raymond, material for dredge Caloosa- hatchee	32.65
The McCrimmon Co., pine lumber for the dredge Miami	14.46

Florida East Coast Ice Co., ice for the dredge Miami for January, 1910	12.80
C. D. Leffler, groceries for dredges.....	1,443.20
H. G. Wheeler, laundry	13.85
J. W. Watson, wood, crockery and hardware for dredges	232.57
W. I. Huffstetler, materials and labor.....	384.85
Miami Fish Co., fish for dredge Miami.....	12.40
T. A. Feaster, meats for dredges	63.77
Stranahan & Co., general supplies for dredges..	388.77
Lummus & Sewell, dynamite and fuses for the dredges	1,900.00
Albert Ogle, wood for dredge Miami	70.80
The Cameron & Barkley Co., materials for Ca- loosahatchee	24.31
Georgia Supply Co., materials for dredges.....	514.17
The J. G. Christopher Co., materials for dredges	206.18
The Merrill-Stevens Co., materials and labor for dredges	611.95
The Miami Hardware Co., boat pump for dredge Miami	3.50
The New River Transportation Co., material and hauling for ship yard.....	80.96
Florida Electric Co., duplex cable for ship yard	1.03
Frank T. Budge, materials and paints for the dredges	25.06
The McCrimmon Co., pine lumber for ship yard and dredge Miami	68.83
The C. H. Lyne Foundry and Machine Co., mate- rials for ship yard and dredge Everglades....	399.95
J. W. Corbett, window shade for Secretary's office	6.75

A letter was read from Mr. John W. Newman, in charge of the dredge Caloosahatchee, requesting absolute authority to hire and discharge men employed in work connected with work of the dredge Caloosahatchee. Also requesting permission to employ Mrs. M. L. Forrey as

cook on the dredge Caloosahatchee. Both of which requests were granted, and Secretary instructed to write him to that effect.

Mr. Newman also suggested the advisability of running a double crew on the dredge Caloosahatchee, a day force and a night force.

Secretary was instructed to write Mr. Newman that the Trustees did not consider it advisable to do this at this time.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., February 18, 1910.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.

Letters were read from Superintendent Jenkins and Mr. John W. Newman relative to the damage done to the drawbridge at LaBelle, Fla., by the dredge Caloosahatchee when passing up the Caloosahatchee River.

The Secretary was instructed to write to Mr. William Gomm, County Commissioner of Lee County, the substance of the letters of Mr. Jenkins and Mr. Newman and to propose to pay to the Counties of Lee and DeSoto the sum of \$200.00 each as a settlement in full of the damage done said bridge by said dredge, that being \$66.00 in excess of the amount that both Messrs. Jenkins and Newman estimated that the repairs to the bridge could be made for.

Letters were also read from Messrs. P. F. Jenkins and H. P. Savage relative to the claim of Frank E. Gardner,

C. E., that the Trustees were due him money, the amount not being stated by him, for services that he claims he rendered last summer. Both Messrs. Jenkins and Savage stating that Mr. Gardner had been paid for all services rendered by him for the Trustees as rodman, the only capacity in which he was employed, the Secretary was directed to write Mr. Gardner to this effect, declining to recognize his claim upon them.

Mr. J. O. Wright, the Drainage Engineer employed by the Trustees and the Board of Drainage Commissioners, being present, the Trustees entered into a discussion with him upon the general conditions of drainage in the Everglades.

It was determined by the Trustees that Mr. Wright and Mr. J. C. Luning, the Secretary, make a trip of inspection of the drainage operations at Fort Lauderdale, Miami and the Caloosahatchee River as soon as they could arrange to do so.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., February 26, 1910.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

The report of the Commissioner of Agriculture that Lot 1, of Section 35, Township 2 South, Range 25 East, and S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ or S. $\frac{1}{2}$ of Lot 8, of Section 1, Township 2 South, Range 20 East, and S. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, Section 9, Township 2 South, Range 21 East, lie within the six-mile limit of the old Florida, Atlantic and Gulf Cen-

tral Railroad, and the further fact that said lands are claimed by parties holding through the original grantees of said company, being presented to the Trustees, they determined that they had no claim to the said lands, but consider them to have been granted to the said Florida, Atlantic and Gulf Central Railroad under the Act of the Legislature approved January 6th, 1855, granting six-mile limit swamp lands.

The Commissioner of Agriculture also presented application of Mrs. Eliza Carter, of Hamilton County, to purchase the S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of Section 28, Township 1 North, Range 15 East, and Mrs. Carter having resided upon this land for a number of years in the belief that she owned same, and made improvements thereon, it was decided to sell her this land for the sum of \$1.00 per acre, and the Commissioner of Agriculture directed to write her accordingly.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., February 26, 1910.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

The following resolutions were offered and adopted:

Whereas, The United States Government, during the year of 1903, patented to the State of Florida, under the Swamp and Overflowed Land Grant Act, as unsurveyed lands, approximately 2,862,080 acres of land known as the "Everglades"; and

Whereas, Prior to the time said lands were patented to the State the United States Government had not surveyed the same, on account of the overflowed condition of said lands; and

Whereas, The State of Florida, through the proper authorities, is draining and reclaiming the said "Everglades" territory, and have thereby made it possible for a survey of said territory to be made; and

Whereas, It has been the rule and the custom of the Federal Government, for many years, to maintain a uniform system of surveys of the unsurveyed lands; and

Whereas, The Trustees of the Internal Improvement Fund of the State of Florida, representing the people of the State, are desirous that the Federal Government cause the unsurveyed lands, known as the "Everglades," to be surveyed; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund of the State of Florida, That our Senators and Representatives in the United States Congress be, and they are hereby, respectfully petitioned to urge Congress to pass a bill providing for the survey of the unsurveyed land known as the "Everglades" of Florida, and to make the necessary appropriation for the carrying on of said survey by the United States Government; be it further

Resolved, That a copy of this resolution be forwarded to each member of the Florida delegation in the United States Congress.

Whereas, The Trustees of the Internal Improvement Fund of the State of Florida are now, and have been for the past three years, engaged in the drainage and reclamation of what is commonly known as the "Everglades" of Florida, a large area of lands in the southern part of the State, lying south of Lake Okeechobee, which lands when drained and reclaimed will be very productive; and

Whereas, To successfully drain and reclaim said territory the Trustees consider that it will be necessary to lower the waters of Lake Okeechobee; and

Whereas, The Trustees desire to obtain the consent of the Federal Government to lower the waters of said Lake Okeechobee; and

Whereas, The lowering of the waters of said lake, so far as is necessary for the purposes of drainage and reclamation of the "Everglades," will not injure or be detrimental to the navigability of said lake, or in anywise impair its usefulness as a public waterway; and

Whereas, The Trustees are of the opinion that the drainage and reclamation being carried on by the State is of such character and magnitude that the United States Government should make an appropriation to aid in said work; and

Whereas, It is deemed advisable by the Trustees that a system of locks and dams should be constructed on the canals in connection with said drainage and reclamation; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund, That the Senators and Representatives of the State of Florida in the Federal Congress are respectfully petitioned to urge the passage by Congress of a measure:

First—That will authorize the State of Florida to enter Lake Okeechobee with its drainage canals;

Second—That will provide an appropriation to aid the State in said drainage and reclamation, by the making of surveys for a system of locks and dams on said canals, and the installing, testing and delivery of such a system of locks and dams as may be necessary as part of said reclamation of the "Everglades."

Be it further resolved, That a copy of this resolution be forwarded to the members of Congress from the State of Florida.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 2, 1910.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

The report of Mr. F. C. Elliot, on surveying the meander line of Lake Miccosukie to determine the amount of trespass, was read and accepted, and the expense account and other expenses connected with the surveying, amounting to \$203.68, was approved, and the Secretary was directed to issue check covering said amount and forward to Mr. Elliot. The Commissioner of Agriculture was directed to write Mr. Elliot that the purpose for which he is employed, to make the survey of the meander line of Lake Miccosukie, is to determine the amount of trespass.

Monticello, Fla., February 26, 1910.

Hon. B. E. McLin, Commissioner of Agriculture, Tallahassee, Fla.

Sir: I submit herewith a report for the month of February on the work done in re-establishing the meander line of Lake Miccosukie:

In accordance with instructions from you on the 4th inst., to re-establish the meander line around Miccosukie Lake, I proceeded at once to collect such information and data as could be found in the records of your office.

Records of two surveys were found: The first for the whole lake, made in December, 1824, and January, 1825; and the second replacing parts of the former survey, made in May, 1825.

On Monday, the 7th inst., I went to Monticello, and on the following day drove around the edge of the north arm of the lake and inspected the ground, with a view toward determining the most advantageous place for beginning operations.

Regular field work was begun on Wednesday, the 9th. It was at once evident that it would be necessary to run a complete set of section lines in conjunction with the meander lines, as there are but two established section corners anywhere in that section of the country, and very meagre and uncertain information in regard to land lines of any description was obtainable. The section lines and corners are necessary in establishing the lines of fractional sections, and the meander corners of the several fractional sections.

A description setting forth in detail these operations is given in the field notes, which will be turned in on completion of the work.

Up to date the section lines, corners, meander lines and meander corners of the following sections have been completed: Township 2 North, Range 4 East, Sections 2, 3, 10, 11, 14, 15, 20, 21, 22, 23, and part of 27.

I understand that the re-establishment of these meanders is being made in order to set forth the boundaries of the State lands in the Lake Miccosukie tract, for the purpose of determining the amount of trespass or damage done on the timber. When I went to Lake Miccosukie, I was under the impression that you intended having the meander line around the entire lake re-established, but if the boundaries are being fixed solely for the purpose above mentioned I am of the opinion that it will be necessary to determine such lines only along or around that part of the lake where timber suitable for lumber or for turpentine purposes exists.

There is considerable timber on each side of what is known as the "Slough," or North Arm, and some on the lake proper, adjacent to the Slough. On the other part of the lake, so far as I know, there is very little timber of marketable value.

Therefore, if the purpose of this survey is as above stated, I think it would be a good idea to have the lake border examined with a view towards determining that

part having sufficient timber to justify a survey. If you desire, I can make this examination.

As you left the extent of the survey entirely at my discretion, I make the above suggestions. In the meantime, I shall continue the survey of the Slough.

I append a statement of the expenses to date. Please make out checks, with vouchers attached, covering the several items, and either mail them to me for distribution or mail each check to the person for whom drawn. Monticello is the postoffice for all.

Respectfully submitted,

F. C. ELLIOT, Engineer.

The Commissioner of Agriculture was directed to prepare a list of lands belonging to the Trustees in Calhoun County and send the same to Mr. F. B. Bell, with the request that he state what his charges would be to classify and grade said lands.

Also ordered that the sale of all the lands owned by the Trustees in Calhoun County be discontinued until further order.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 8th, 1910.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

A letter was read from A. J. Bendle, secretary and treasurer of the Davie Realty Company, desiring to exchange the east half of Section 24, Township 54, Range

39 East, for the west half of Section 4, Township 54, Range 39 East, stating that the agents of his company had sold the first mentioned land, which belongs to the State, by mistake.

The Trustees decided that they would probably sell the land mentioned for the same price that the company had received for it, in order to relieve the company from any embarrassment through having sold the wrong land, and directed the Secretary to write Mr. Bendle accordingly.

Mr. J. O. Wright, Chief Drainage Engineer, read the following report of the trip of inspection made by him of the drainage work in the Everglades:

Tallahassee, March 10, 1910.

Trustees of the Internal Improvement Fund of Florida:

Gentlemen: I beg leave to submit the following report of an inspection trip recently made to the drainage work in the Everglades:

In company with your Secretary, Mr. Luning, I visited both of the dredges west of Fort Lauderdale, the dredge at Miami, and also the one in the Caloosahatchee River, above Fort Thompson.

I noted a marked change in the condition of the Everglades in the sections where the dredging has been done, since my first visit there four years ago. A large amount of work of the most difficult character has been accomplished under adverse conditions. You have made a practical demonstration of the effect of drainage that has attracted national attention and enhanced the value of the lands in the Everglades many hundreds of thousands of dollars. I think the people of the State owe you a debt of gratitude for what you have accomplished.

Since it is the intention of the Trustees to let this work by contract at an early date, I do not recommend any radical changes in the present method of operation; yet there are some things that can be done that will effect a saving of several hundred dollars per month to the State

and be of advantage to the contractor who takes over the plant.

The cost per cubic yard for the dredge work depends upon three things: the operating expenses, the output of the dredges, and the amount of useless work performed. Anything that can be done to decrease the first and third of these things, and increase the second, will be of material advantage. Whether the work is continued under the present management, or let by contract, there should be some provision made for keeping a supply of wood on the dredges at Fort Lauderdale at a less cost per cord for transportation and handling than is now paid. Since the dredges have gotten several miles into the Everglades, and are cut off from the wood landing by dams in the canals, you have not enough boats to keep them supplied with fuel. I, therefore, recommend that three wooden barges, 14 feet wide and 60 feet long, be built at once for handling the wood at Fort Lauderdale. It would effect a great saving, both in time and money, to do away with the earth and stone dams in the two canals, and use in their stead simple wooden locks and wing dams, to hold the necessary depth of water in the canals for operating the dredges. These could be opened at times of high water, so as to allow the silt and deposit to be carried out by the current and then closed to maintain the proper depth in time of low water. The wood and supplies could be passed through without rehandling, and the saving of the cost in cleaning out the canals would more than pay for these structures in one year. Such locks and dams will last until the canals can be completed and the lands settled, when they may be replaced with more expensive and permanent structures.

Another absolute necessity is some suitable power for towing the wood barges. The boats you have are totally inadequate for this work. At Lauderdale you should have a substantial, shallow-draft launch, designed for power and durability instead of speed, of sufficient ca-

capacity to do the towing for both dredges. In a few weeks the dredge Caloosahatchee will start south from Okeechobee, and the fuel will have to be carried across the lake. This will require a larger and more substantial boat than you have. You may be able to let the contract for boating the wood to someone who has a suitable equipment at a less price per cord than you can do it for yourselves. The matter is worth looking into.

Since you have at Fort Lauderdale two dredges, on separate canals, and almost twenty miles from the base of supplies, and also a repair yard in which you do certain work, I recommend that a competent man of foresight and executive ability be placed at this point, and that he be provided with a small, speedy launch, so that he can inspect the entire work each day.

In order that I may be better informed as to the daily progress of the work, I ask the authority of the Board to institute a more complete and direct system of reports and to change the minor details of the operations, from time to time, as I may deem necessary for the best interests of the work.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer.

A letter was also read from Bion H. Barnett, requesting the Trustees to place a price on the 16th Section of Township 32 South, Range 38 East.

Secretary was directed to write Mr. Barnett that said section was owned by the School Board, and to refer the letter to the School Board with a request to communicate with Mr. Barnett relative to same.

Secretary presented a letter from Mr. Thomas Brewer, of Homestead, Dade County, attached to a petition of some thirty or more citizens of Dade County, requesting the Trustees to locate one of the canals to be excavated in the Everglades, so that it would begin at the most accessible cut or stream emptying into Biscayne Bay, opposite the Homestead section of said county.

Secretary was instructed to notify Mr. Brewer that the location of the canals that the Trustees would have funds to excavate had been agreed upon, and that the Trustees were limited as to the mileage of the canals they could excavate by the money available, and also, in part, by the recommendation of J. O. Wright, Chief Drainage Engineer, as to the routes of the canals. That they regretted that they could not accommodate them.

Henry G. Ralston, First Vice President of the Everglades Land Sales Company, desired to know by letter if there was any objection to the construction of some sort of road on the State land, along the south bank of the South Canal from Fort Lauderdale, and desiring to know if the State would contribute towards the expense of constructing same.

The Trustees decided that they would prefer to postpone a definite decision as to the matter of construction of roads along the canals to a later date, when they had more time to devote to the matter and devise a complete system of roadways for the Everglades, and for the present they preferred not to have roads constructed on their lands in that section.

Another letter was read from Henry G. Ralston, First Vice President of the Everglades Land Sales Company, relative to changing the course of the Miami Canal, after it has completed the northwesterly course through the lands of Mr. Walter Waldin, to a course due west.

This matter was taken under advisement by the Trustees, and Mr. Ralston directed to be notified accordingly.

P. G. McCormick & Co., of LaBelle, Fla., requested the Trustees, through the Consolidated Naval Stores Company, to allow the dredge Caloosahatchee to cut a boat landing of about 700 feet near their place on the Caloosahatchee River.

Secretary was directed to notify Messrs. P. G. McCormick & Co., through the Consolidated Naval Stores Company, the channel through which their request was re-

ceived, that they were particularly desirous for the dredge Caloosahatchee to get into Lake Okeechobee at the earliest possible date; that the water in the river was falling rapidly, and that it was feared that if the dredge was to be diverted to do private work that the water in the river would fall to such an extent as to almost render it impossible for the dredge to get into the Lake without a great deal of expensive work. They were, therefore, forced to decline their request, as they had declined the request of other parties to do dredging for them on the Caloosahatchee River.

Secretary was directed to write Mr. Jenkins to defer action until further notified relative to making soundings, with reference to ascertaining the depth of muck, on a line running west from a point on the Miami Canal.

Bills for supplies, material and wood for the dredges for the month of February, 1910, were read and ordered paid; also expense accounts of Messrs. J. O. Wright and J. C. Luning on their recent trip of inspection to the Everglades, and bill of Mr. I. N. Withers, State Land Selecting Agent, for \$30.00, for month of February, 1910.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 11, 1910.

Trustees met in Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

A letter was presented to the Trustees from N. W. Marion to Hon. B. E. McLin, Commissioner of Agriculture, requesting that the N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of Section 12,

in Township 1 South, Range 13 East, be deeded to him by said Trustees.

The records showing that Nathaniel P. Marion, on the 14th day of September, 1859, purchased from the State of Florida the land mentioned above, and paid to Hon. David S. Walker, then Registrar of Public Lands, \$40.00 for same, as shown by certificate of entry No. 3048, Nathaniel P. Marion selling and transferring all of his right, title and interest in the certificate of entry, the State not having then received a patent to the land, to James McCredie, and James McCredie selling his right, title and interest in said land to N. W. Marion, the party making application for a deed to the property, and the records further showing that the United States Government patented said land to the State of Florida under patent No. 20, dated April 13, 1881, it was ordered that Hon. B. E. McLin, Commissioner of Agriculture, is hereby instructed to issue a quit-claim deed to N. W. Marion to the N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of Section 12, Township 1 South, Range 13 East, he being the rightful owner of the land mentioned.

The Bay Point Mill Company, a corporation under the laws of Florida, having applied to the Trustees for a deed to the following described lands, viz.:

	Sec.	Tp.	R.
E. $\frac{1}{2}$ of N.E. $\frac{1}{4}$	4	4	27
S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$, N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$, and S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$	30	4	27
E. $\frac{1}{2}$ of N.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$	2	5	27
W. $\frac{1}{2}$ of S.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$, W. $\frac{1}{2}$ of S.W. $\frac{1}{4}$..	4	5	27
N.E. $\frac{1}{4}$, E. $\frac{1}{2}$ of N.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$	6	5	27
W. $\frac{1}{2}$ of W. $\frac{1}{2}$, N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, E. $\frac{1}{2}$ of N.E. $\frac{1}{4}$	10	5	27
W. $\frac{1}{2}$ of N.E. $\frac{1}{4}$, N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$	12	5	27

N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$	28	5	27
N.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$	34	5	27
Lots 2, 3 and 4	30	6	27
S. $\frac{1}{2}$ of S.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$	32	6	27
N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$	36	6	27
S.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$	14	5	28
Lots 1, 2, 7 and 8	26	6	28
S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$	36	6	28

According to the United States Government survey, containing two thousand, seven hundred and two (2,702) acres, more or less, showing to the satisfaction of the Trustees that they had acquired all the title in and to said land which George G. McWhorter acquired, said George G. McWhorter having purchased from the Trustees of the Internal Improvement Fund special certificates issued by the General Land Office of the United States numbered seven, dated the 12th day of April, 1881; nine, dated the 24th day of May, 1881; ten, dated the 3rd day of December, 1882, and twelve, dated the 20th day of March, 1883, authorizing the State of Florida to locate these and other lands, and under the provisions of said certificates having selected above described lands, and said lands having been patented to the State of Florida by Swamp Land Indemnity Patent, it is ordered that a deed to the above mentioned lands be issued to the said Bay Point Mill Company, corporation, being satisfied that said Bay Point Mill Company, corporation, has become possessed of all the right, title and interest held by George G. McWhorter in and to said special certificates named above.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 14, 1910.

Trustees met in the Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.
 W. V. Knott, Treasurer.
 Park Trammell, Attorney General.

Trustees considering the matter of the several islands in Lake Okeechobee, instructed Mr. I. N. Withers, State Land Selecting Agent, to make an inspection of these islands with a view to determining their character for the information of the Trustees in corresponding with the United States Land Office with a view to determining whether or not they should be patented to the State under the Swamp and Overflowed Act of Congress granting swamp and overflowed lands to the State.

Upon recommendation of I. N. Withers, State Land Selecting Agent, the Commissioner of Agriculture was directed to waive the right of the State of Florida, under the Swamp Act of September 28th, 1850, to the tracts or parts of sections of land described below:

	Sec.	Tp. N.	R. E.
Lots 2 and 11	12	1	23
Lot 5	20	1	23
N.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$, S. $\frac{1}{2}$ of S.W. $\frac{1}{4}$	36	2	24
S.E. $\frac{1}{4}$	8	2S.	14 W

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., March 17, 1910.

Trustees met in the Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Trustees considering the advisability of putting a night crew on the dredge Caloosahatchee, as well as a day crew; decided, in view of the fact that the water in the Caloosahatchee River is falling rapidly, the low water making more excavating for the dredge, thereby increasing the cost of the dredge reaching the lake, to instruct Mr. John W. Newman, Engineer in charge of the dredge Caloosahatchee, to place a night crew on the dredge Caloosahatchee and run both a day and night crew, employing such men and using such means as he may consider necessary in doing so.

Trustees also considered the matter of the dredge Caloosahatchee entering Lake Okeechobee through what is known as the Nine-Mile Canal, or what is known as the Three-Mile Canal, and decided that it would be best for the dredge to enter the Lake through the Three-Mile Canal, and directed the Secretary to so inform Mr. John W. Newman, Engineer in charge of the dredge Caloosahatchee, to that effect.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor
 J. C. LUNING, Secretary.

Tallahassee, Fla., March 19, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Mr. C. G. Collingsworth appeared before the Trustees and made an offer of \$3.00 per acre for 800,000 acres of the lands owned by the State in the upper portion of the Everglades Drainage District, with the understanding that the State is to proceed, at its own expense, with the proposed work of cutting canals for the purpose of lowering the waters of Lake Okeechobee.

The Trustees, considering the matter, rejected the proposition.

The following resolution was offered and adopted:

Resolved, That in future all deeds to lands from the Trustees of the Internal Improvement Fund shall contain a clause reserving to the Trustees 75 per cent. of all kaolin, fuller's earth, phosphate and other minerals, and 50 per cent. of all oil found in any land deeded by the Trustees to any party or parties, and the Attorney General is requested to have prepared a form of deed containing such a clause and turn same over to the Secretary to have printed and delivered to the Commissioner of Agriculture, with instructions to use said form of deed in preparing all deeds to lands from the Trustees in the future.

Trustee Knott and the Secretary were instructed to prepare a form of advertisement offering for sale from 25,000 to 50,000 acres of land in the Everglades Drainage District lying west and north of Miami, Fla.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., March 22, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, Treasurer.
 Park Trammell, Attorney General.

The opinion of Attorney General Trammell, advising the Trustees to decline to deed the lands asked for by the estate of Hamilton Disston and J. J. Dunn, as assignees of the rights and claims of the St. Cloud Sugar Belt Railway against the State of Florida and the Trustees of the Internal Improvement Fund was read, and, upon the opinion so rendered, the Trustees ordered that the application of said estate of Hamilton Disston and J. J. Dunn, as assignees of the rights and claims of the St. Cloud Sugar Belt Railway to the Trustees to deed to them the lands requested in their application be denied.

The bill of the Florida East Coast Railway for freight for February, 1910, was read and Secretary instructed to send same to Superintendent Jenkins for approval.

A letter from Mr. J. W. Watson with reference to placing locks on the Miami Canal at Miami was read for information.

Secretary read financial statement and disbursements of the Trustees for February, 1910, as follows:

Financial Statement for the Month of February, 1910.	
Balance on hand Feb. 1, 1910...	\$119,899.13
Land sales for February, 1910..	776.79
McComber & Whyte Rope Co., to cover amount overpaid on January, 1910, account.....	14.40
	\$120,690.32
Disbursements in February, 1910	13,873.72
	\$106,816.60
Balance on hand March 1, 1910.	

Reconcilement.

Bank balances, Feb. 28, 1910...	\$106,371.15	
Cash in hands of P. F. Jenkins, Superintendent	150.00	
Cash and cash items.....	295.45	
		<u>\$106,816.60</u>

Bank Balances, March 1st, 1910.

Barnett National Bank, Jacksonville, Fla....	\$ 22,645.01
Florida National Bank, Jacksonville, Fla....	26,126.28
Exchange National Bank, Tampa, Fla.....	10,000.00
Citizens' Bank & Trust Co., Tampa, Fla.....	8,788.48
Bank of Bay Biscayne, Miami, Fla.....	2,311.73
First National Bank of Tallahassee, Fla....	32,496.65
Capital City Bank, Tallahassee, Fla.....	4,003.00
	<u>\$106,371.15</u>

Disbursements for February, 1910.

Date.	Voucher No.	Amount.
Feb. 1	1942—J. C. Luning, services as Secretary	\$ 150.00
Feb. 1	1943—John T. Costa, chief clerk in Salesman's office	150.00
Feb. 1	1944—W. M. McIntosh, services as Assistant Secretary	25.00
Feb. 1	1945—J. M. Dell, clerk for Salesman in Gainesville Land Office..	125.00
Feb. 1	1946—C. B. Gwynn, clerk in Salesman's office	125.00
Feb. 2	1947—Western Union Telegraph Co., telegrams	1.01
Feb. 2	1948—Mrs. R. B. Gorman, clerical services in Secretary's office	14.00
Feb. 3	1949—First National Bank of Tallahassee, pay roll for dredge crews	4,775.14

Date.	Voucher No.	Amount.
Feb. 3	1950—John McDougall, postmaster, stationery	117.44
Feb. 3	1951—Southern Express Co.....	1.45
Feb. 19	1952—Capital Publishing Co., print- ing pamphlets, etc.	53.00
Feb. 19	1953—Capital Publishing Co., print- ing pamphlets, etc.	33.00
Feb. 19	1954—D. R. Cox Furniture Co, fur- niture for Secretary's office.	20.60
Feb. 19	1955—M. H. Mabry, deposit fee....	12.00
Feb. 19	1956—H. J. Drane, insurance on dredge Caloosahatchee, Feb. 15, 1910	687.50
Feb. 19	1957—Standard Oil Co., bills, Sept. 9, Oct. 14, 1909; Jan. 1, 1910	172.82
Feb. 19	1958—John W. Fraser, groceries...	20.25
Feb. 19	1959—John W. Newman, stamps...	1.75
Feb. 19	1960—M. E. Forrey, taking care of freight for Caloosahatchee..	5.00
Feb. 19	1961—Marion Steam Shovel Co., ma- terials for Caloosahatchee..	17.32
Feb. 19	1962—Carl F. Roberts Co., lumber and building material, Ca- loosahatchee	77.55
Feb. 19	1963—The Tampa Coal Co., coal for Caloosahatchee	9.00
Feb. 19	1964—W. A. Messer, meats	47.80
Feb. 19	1965—C. A. McDougald, wood for dredges	272.63
Feb. 19	1966—T. A. Bass, fish	13.00
Feb. 19	1967—Henry A. Hendry, materials and stationery for dredge Caloosahatchee	52.97
Feb. 19	1968—H. E. Heitman Co., gro- ceries for Caloosahatchee...	117.17

Date.	Voucher No.	Amount.
Feb. 19	1969—Florida East Coast Railway, freight	148.32
Feb. 19	1970—P. F. Jenkins, expense ac- count for January, 1970....	36.99
Feb. 19	1971—Julius Smith, stationery....	3.40
Feb. 19	1972—E. B. Douglass, bed furnish- ings	54.80
Feb. 19	1973—George F. Cook & Co., black- smith's coal, dredge Miami.	20.00
Feb. 19	1974—King & Raymond, materials for dredges	32.65
Feb. 19	1975—The McCrimmon Co., lumber for dredges Everglades and Miami	14.46
Feb. 19	1976—Florida East Coast Ice Co., ice for dredge Miami.....	12.80
Feb. 19	1977—C. D. Leffler, groceries for the dredges	1,443.20
Feb. 19	1978—H. G. Wheeler & Co., laundry	13.85
Feb. 19	1979—J. W. Watson, wood and hardware for Everglades and Miami	232.57
Feb. 19	1980—W. I. Huffstetler, labor and materials	384.85
Feb. 19	1981—Miami Fish Co., fish for the dredge Miami	12.40
Feb. 19	1982—T. A. Feaster, meats for the Miami, Okeechobee and Everglades	63.77
Feb. 19	1983—Stranahan & Co., bread, ice, etc., for the Everglades and Okeechobee	388.77
Feb. 19	1984—J. E. Lummus & Sewell, dyna- mite for dredges Miami and Okeechobee	1,900.00

Date.	Voucher No.	Amount.
Feb. 19	1985—Albert Ogle, wood for dredge Miami	70.80
Feb. 19	1986—Cameron & Barkley Co., ma- chine supplies for Caloosa- hatchee	24.31
Feb. 19	1987—Georgia Supply Co., machine supplies for the ship yard, the dredges Miami, Okee- chobee and Everglades.....	514.17
Feb. 19	1988—The J. G. Christopher Co., ma- chine supplies for ship yard, Miami, Everglades and Okee- chobee	206.18
Feb. 19	1989—Merrill-Stevens Co., machine supplies and labor for the dredges Okeechobee, Miami, the ship yard	611.95
Feb. 19	1990—Miami Hardware Co., boat pump for Miami	3.50
Feb. 19	1991—New River Transportation Co., hauling to ship yard...	80.96
Feb. 19	1992—Florida Electric Co., duplex cable for ship yard	1.03
Feb. 19	1993—Frank T. Budge, materials for dredges Miami and Ever- glades	25.06
Feb. 19	1994—The McCrimmon Co., lumber for ship yard and Miami...	68.83
Feb. 19	1995—C. H. Lyne Foundry and Ma- chine Co., materials for Ever- glades and ship yard.....	399.95
Feb. 19	1996—J. W. Corbett, shade for Sec- retary's office	6.75
		\$ 13,873.72

Secretary was instructed to draw a warrant for the

sum of \$34,625.08, payable to the State School Fund, said sum being the one-fourth amount of all land sales unpaid to that fund for the period ending January 1st, 1910.

Mr. J. O. Wright, Chief Drainage Engineer, presented estimates of cost of suitable boat for towing purposes in the operation of the drainage work at Fort Lauderdale, and he was instructed to purchase a tug boat from the Racine Boat Company, of Racine, Wis., 32 feet in length, 8 feet 6 inches beam, 2 feet 6 inches draft, 24-horsepower motor, 4 cylinders, for the price of \$1,640.00, delivered at Miami.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., March 24, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Mr. A. B. Sanders appeared before the Trustees and requested that they modify the contract between A. B. Sanders and A. A. Boggs and the Trustees, entered into the 4th day of January, 1909, whereby said Boggs and Sanders leased from the Trustees for two years from date of agreement Lots 1, 2 and 3, in Tier 41, and Lots 1, 2, 3 and 4, in Tier 43, and Lots 1, 2 and 3, in Tier 45, according to the map of drained lands made by John W. Newman, C. E., and filed in the office of the Commissioner of Agriculture in Tallahassee, containing one hundred acres, more or less, with privilege of said Boggs and Sanders to purchase the said lots at any time within two years for

the price of \$15.00 per acre, in consideration of the payment of \$25.00 per year rental and the cultivation of said one hundred acres of land in rice for the two years, so that they might be allowed to plant only forty acres of the one hundred acres in rice this year, planting the remaining sixty acres in sugar cane and other crops, and also agreeing as a further consideration of the modification of the contract to cultivate the whole one hundred acres in rice a third year, one year more than called for in the original contract, stating that the excessive high waters had greatly interfered with and retarded them in the proper preparation of the land.

The Trustees, upon consideration, consented to the modification of the contract as requested.

Mr. Sanders also requested permission to pay for, within the next thirty days, and receive a deed, to the west half of Section 27, and Sections 28, 29, 30, 31, 32, 33 and 34, of Township 49 South, Range 41 East, and Sections 3, 4, 5, 6, 9 and 10, and all those parts of Sections 7 and 8, 15 and 16, in Township 50 South, Range 41 East, lying north of the North Canal in the Everglades, the price of which was \$3.00 per acre, and a portion of the consideration of which was the cultivation by said Sanders and Boggs of the 100 acres mentioned above for two years in rice as an experimental object lesson.

Trustees, considering the matter, decided that they would deed the land requested upon the payment of \$3.00 per acre and a good and sufficient bond, satisfactory to them, in the sum of \$5,000.00, for a faithful compliance of the full conditions of the contract between them and Messrs. Sanders and Boggs.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 26, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

The matter of continuing to rent Lot 1, Block 38, Fort Lauderdale, which is now being used as a place of repairs for work connected with the dredges working out from Fort Lauderdale and for depositing lumber and other material, was discussed, and the Trustees decided to accept the option given them in the agreement between them and the owner of the lot, Mrs. Mary Brickell, and purchase the lot at the agreed price of \$325.00, and Secretary was instructed to take necessary steps to notify Mrs. Brickell of their action and arrange for securing the deed to the lot and paying for same.

A letter from E. G. Sewell, representing his brother, Herbert Sewell, to Governor Gilchrist, in reference to purchasing 160 acres of land in the northeast corner of Section 1, Township 44, Range 35 East, upon which he stated his brother had made improvements, was read, and Secretary was instructed to notify Mr. Sewell that the Trustees would investigate the matter further and correspond with him later.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., April 2nd, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Crooin, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Some of the Land Companies represented at a meeting held by their representatives, R. J. Bolles and the Board of Drainage Commissioners, on the 31st day of January, 1910, at which time an agreement was reached by the said representatives and the Board whereby the Land Companies were to withdraw their suits in opposition to the payment of the drainage tax, the Board agreeing to advertise for bids for cutting certain canals in the Everglades District, providing said bids were not excessive, having failed to ratify the action of their representatives in making the agreement referred to, the Board unanimously passed the following preamble and resolutions:

WHEREAS, Some of the parties to the tentative agreement entered into by the Trustees of the Internal Improvement Fund, the Board of Drainage Commissioners, R. J. Bolles, and the Land Companies, parties to the drainage tax suits, on January 31st, 1910, looking to an adjustment of the differences between them and a settlement of the matter and a withdrawal of the suits by the said Land Companies, having failed to sign and ratify by their proper officers the said agreement, as made by their representatives at a conference held with the Board and the Trustees of the Internal Improvement Fund, when said agreement was entered into; therefore, be it

RESOLVED, That the Board hereby declare said agreements, as tentatively entered into by them, R. J. Bolles, and the representatives of the said Land Companies, abrogated and declared null and void; and be it further

RESOLVED, That the Secretary is hereby instructed to notify the officers of the said Land Companies, parties

to said tentative agreement, of this action and to request that they meet with the Board of Drainage Commissioners and the Trustees of the Internal Improvement Fund on Wednesday, the 6th day of April, 1910, at 3 p. m., for a further conference upon the subject.

It was ordered that all lands owned by the Trustees outside the Drainage District be graded and valued before any further sales of said lands be made.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING. Secretary.

Tallahassee, Fla., April 7th, 1910.

Trustees met in the Executive Office on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.

The meeting was called for the purpose of conferring with the representatives of the Southern States Land and Timber Company, the Empire Land Company, the Florida Land and Timber Company, the Consolidated Land Company, the Florida East Coast Railway Company, the Model Land Company and R. J. Bolles, representing the parties to the agreement entered into by the Trustees of the Internal Improvement Fund and representatives of the above mentioned Land Companies and R. J. Bolles on the 31st day of January, 1910, which agreement was not ratified by the directors and officers of some of the companies.

At this conference the following agreement was entered into and signed by the representatives present and the Trustees, and the Secretary was instructed to mail certified copies of the agreement to the directors and officers

of said companies and to R. J. Bolles, with a request that they place same before their directors and officers for ratification as soon as possible.

THIS MEMORANDUM OF AGREEMENT, Made the 7th day of April, 1910, between the Board of Drainage Commissioners of the State of Florida, parties of the first part, called herein "The Drainage Commissioners," and A. W. Gilchrist (et al.) as Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part, called herein "The Trustees," and Richard J. Bolles, of Carlsbad, New Mexico, party of the third part, and Southern States Land and Timber Company, a corporation under the laws of the State of Louisiana; Empire Land Company, a corporation under the laws of New Jersey; Florida Land and Timber Company, a corporation under the laws of Iowa; Consolidated Land Company, Model Land Company, and Florida East Coast Railway Company, corporations under the laws of Florida, parties of the fourth part, called herein the "Land Companies":

WITNESSETH: That in consideration of the mutual obligations and engagements of the parties hereto, and in pursuance of certain resolutions of the Drainage Commissioners and the Trustees touching the subject-matter of this agreement, it is stipulated, covenanted and agreed between the parties hereto as follows:

I.

That the suits of the Land Companies against the Drainage Commissioners to enjoin the collection of the drainage tax, now pending in the Supreme Court of the United States, shall be dismissed, each party paying its own costs; but upon condition that the Land Companies and their sureties shall not be liable upon any injunction, appeal or other bond given by them in any of such proceedings.

II.

That the Land Companies guarantee the payment of the drainage taxes assessed upon their lands respectively for the years 1907 to 1912, inclusive, at such times and in such amounts as may be called for or required by the Drainage Commissioners. All such payments shall be made to the respective Tax Collectors authorized by statute to receive the same; but the Comptroller shall direct and authorize such Tax Collectors to receive such taxes in installments as called for by the Drainage Commissioners, and to give full and complete tax receipts without cost or interest for the amounts paid from time to time, releasing such lands from such taxes as may be selected and designated by the Land Companies making such payments. Such installments are to be paid within thirty-five days from the date of the notice of the call therefor, and in default thereof the proceedings provided by law for the enforcement of such taxes may be forthwith taken; but if such payments are made within thirty-five days of such call, the Drainage Commissioners and Trustees, joined by the Comptroller, engage not to enforce such tax otherwise than as herein stated. The Drainage Commissioners will call for such payments only as in their judgment are needed for the successful prosecution of the drainage work contemplated hereby.

III.

That the Drainage Commissioners or Trustees, either or both, in such manner as may be legally practicable, shall proceed to prepare specifications and plans for the construction and completion of the following drainage canals:

(1) From the south waters of Lake Okeechobee to connect with the North Canal now being cut west of Fort Lauderdale.

(2) To extend the present canal from Lake Okeechobee, in the proper dimensions, touching the Southern

Canal or its extensions, now being cut from the west of Fort Lauderdale extending on to the Miami Canal.

(3) And the third route shall be the one from the eastern shores from Lake Okeechobee to the Hillsborough River.

(4) That the remaining miles of canal to be cut under said contract shall be cut beginning at a point on Canal No. 2 to be determined by the Engineer and the Drainage Commissioners, with the ultimate objective point being the tide waters of the Gulf of Mexico. Provided, that only the remainder of the funds herein provided by this agreement shall be expended on said canal, after Canals Nos. 1 and 2 and 3 have been constructed, under this agreement.

That all of said above mentioned canals shall be of such depth and width as deemed advisable by the Board of Drainage Commissioners and the Chief Drainage Engineer.

IV.

Such plans and specifications shall be prepared under the advice and with the assistance of a competent drainage engineer of known ability and experience, to be employed by the Drainage Commissioners as hereinafter stated, and in the preparation of such plans and specifications the Land Companies and said Bolles, as well as all other drainage tax payers, shall be given an opportunity to co-operate as far as may be reasonably proper. When such plans and specifications shall have been so prepared, the Drainage Commissioners and Trustees shall advertise for bids for the construction of such canals, aggregating 200 miles, more or less, at the option of the Trustees and Drainage Commissioners, by contract, and if a satisfactory bid or bids can be obtained, the work shall be let to the lowest and best bidder. It is understood that provisions shall be made in such contract for the taking over or hire of the drainage equipment and dredges now owned by the Trustees.

V.

The Drainage Commissioners and Trustees shall employ J. O. Wright, Esq., now Supervising Drainage Engineer of the United States, as drainage engineer, to have charge of such drainage work under the direction, supervision and control of the Drainage Commissioners and Trustees, and in case of inability to secure his services, or of his resignation or removal, the Drainage Commissioners and Trustees shall employ in such capacity a competent drainage engineer of known skill and experience.

VI.

That the said Bolles shall pay the drainage taxes assessed upon the lands owned by him and upon those conveyed to him by the Trustees to and including the year 1912 in the same manner and at the same time as herein elsewhere provided in respect to the drainage tax upon the land of the Land Companies. The Trustees shall pay the drainage taxes to and including the year 1912 upon the lands owned by them in such manner and under such conditions as may be agreed between them and the Drainage Commissioners. The Trustees shall also devote to the prosecution of the drainage work contemplated by this agreement the sum of four hundred thousand dollars, to be paid them by said Bolles for drainage purposes. The Trustees shall advance to the Drainage Commissioners as a loan to December 31, 1912, so much of the sum of four hundred thousand dollars due them by the said Bolles for the purchase of lands from the said Trustees as may remain after the payment of the drainage taxes upon the lands owned by the Trustees and the payment of the amount required to be turned into the School Fund under the Constitution of Florida.

VII.

That in any contract made by the Drainage Commissioners or the Trustees, either or both, for the prosecution

of such drainage work, the right shall be reserved by them to terminate the contract upon the failure of any of the parties hereto to perform the engagements entered into herein upon such conditions and under such circumstances as the Drainage Commissioners or Trustees, either or both, may deem advisable.

That if the drainage work contemplated by this agreement shall be let by contract, it shall be provided in such contract that the work shall be completed in not more than three years.

That as it has been represented to the Drainage Commissioners that a part of the land in the southern end of the drainage district, aggregating about 58,000 acres, furnish a watershed and reservoir constituting the fresh water supply of the City of Key West and stations along the Florida East Coast Extension, and are not capable of being drained, the Drainage Commissioners will request the Governor to recommend to the Legislature to amend the Drainage Act by eliminating these lands from the drainage district.

It having been further represented to the Drainage Commissioners that certain other lands in adjacent territory are subject to tidal overflow and incapable of reclamation, the Drainage Commissioners will recommend to the Governor the same course in regard to such lands, if upon investigation the Drainage Commissioners shall find such conditions to exist.

That in consideration of the agreement of the Land Companies to dismiss their said suits and to pay such drainage taxes, and in further consideration of the undertaking by the Drainage Commissioners to prosecute the drainage project contemplated herein with dispatch, the said Bolles hereby obligates himself to the Trustees to pay all of the notes which he has given to the Trustees for the purchase of lands and for drainage purposes at

the times and in the proportions which the Land Companies shall be required to pay by the Drainage Commissioners to pay their drainage taxes for the years 1907 to 1912, inclusive, as herein elsewhere provided, and that he will pay all of said notes within two years from date except a certain note of \$100,000.00 due January 1, 1916, which shall be paid at maturity, given to the Trustees of the Internal Improvement Fund by said Bolles for the purchase of lands, as herein provided; provided that the Land Companies shall have paid all of their said drainage taxes within that period or that the drainage work, as herein contemplated, is being continued. And the said Bolles further agrees and consents to any modification which this contract may make in any prior contract he may have with the Trustees for the purposes hereof. Provided, that the said Bolles shall not be required to pay a sum greater than one-eighth of the amount of the notes quarterly remaining unpaid at this date given by him to the Trustees during the period of two years or the time covered by the contract.

That the respective Land Companies hereby guarantee the payment of the drainage taxes for the years 1907 to 1912, inclusive, upon the lands owned by them respectively within the drainage district in the year 1907, within two years from date, without regard to any sales of lands which may have been or may hereafter be made by them.

That this agreement shall not become binding or effective unless the Drainage Commissioners and Trustees shall accept a bid and enter into a contract or contracts for the construction of the canals herein contemplated, as far as the funds herein provided will extend, but if such contract is let then all the parties hereto shall be fully bound by and shall perform their respective obligations hereunder. If, however, the Trustees and Drainage Commissioners shall, in their discretion, reject all bids

and decline to enter into any contract for such work, this agreement shall become inoperative and thereupon the Trustees shall request all the parties hereto to enter into a new conference as soon as possible to determine upon the future method of co-operation in carrying out the drainage project proposed by this agreement.

VIII.

That upon the acceptance of a bid for the cutting of the two hundred miles of canal, or so much thereof as the Drainage Commissioners may have the funds to pay for, as provided for by this agreement, the Land Companies parties to this agreement agree to immediately withdraw the suits now pending in the United States Supreme Court in opposition to the payment of the drainage taxes for the year 1907 and subsequent years.

IX.

The Land Companies and R. J. Bolles, parties to this agreement, hereby agree that, within twenty days of the signing of a contract for the work outlined above, they bind themselves to pay the drainage taxes due by them for the first year's assessment against their respective properties.

X.

That this agreement shall be ratified by the respective Boards of Directors of the above mentioned Land Companies, and evidence of such action submitted to the Trustees. This agreement shall be binding upon the successor, legal representative and assigns of all the parties hereto.

XI.

This contract shall not be construed to render any of the Land Companies liable for the performance of this agreement by any other Land Company or Land Companies, parties hereto.

IN WITNESS WHEREOF, All of the above mentioned parties have duly executed this instrument under seal.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF FLORIDA.

ALBERT W. GILCHRIST, Governor.
 A. C. CROOM, Comptroller.
 PARK TRAMMELL, Attorney General.
 W. V. KNOTT, State Treasurer.

 Commissioner of Agriculture.

Signed in the presence of:

G. T. WHITFIELD.
 EDGAR B. STERN.

SOUTHERN STATES LAND AND TIMBER COMPANY,

By PEARL WIGHT.

EMPIRE LAND COMPANY,

By W. S. HARVEY, President.

CONSOLIDATED LAND COMPANY,

By W. F. COACHMAN.

MODEL LAND COMPANY,

By J. E. INGRAHAM, Vice President.

FLORIDA EAST COAST RAILWAY CO.,

By J. E. INGRAHAM, Vice President.
 R. J. BOLLES.

FLORIDA LAND AND TIMBER COMPANY,

By W. F. COACHMAN,
 Subject to confirmation by Company.

Witnesses:

G. T. WHITFIELD.
 EDGAR B. STERN.

BOARD OF DRAINAGE COMMISSIONERS
OF THE STATE OF FLORIDA.

ALBERT W. GILCHRIST, Governor.
A. C. CROOM, Comptroller.
PARK TRAMMELL, Attorney General.
W. V. KNOTT, Treasurer.

.....
Commissioner of Agriculture.

Witnesses:

G. T. WHITFIELD.
EDGAR B. STERN.

The following resolutions relative to the matter of eliminating certain lands from the drainage district was accepted by the Trustees:

NOW, THEREFORE, In consideration of the Florida East Coast Railway Company and the Model Land Company terminating the litigation now existing between them and the Board of Drainage Commissioners et al., and dismissing the appeals pending between them before the Supreme Court of the United States, each party paying its own costs, be it

RESOLVED, That the Board of Drainage Commissioners hereby recommend to His Excellency, the Governor of the State of Florida, and request, as such Board of Drainage Commissioners, that the Governor, in his biennial message to the Legislature to assemble in the year 1911, recommend to that honorable body that the drainage law providing for the levy and collection of a five-cent acreage tax, approved May 27th, 1907, be amended by eliminating the lands described in the list of lands lying west of the Florida East Coast Railway line of railroad, south of the town of Homestead, known as the lands reserved for the Key West water supply, belonging to the Florida East Coast Railway Company and the Model Land Company, in Townships 57, 58, 59 and 60 South, of Range 38 East, and Townships 58, 59 and 60 South, of Range 39 East, and

Township 60 South, of Range 37 East, aggregating 59,099.55 acres, per list and schedule hereto annexed, from the Drainage District of Florida, and from the operation of the drainage law levying and imposing a tax of five cents per acre on said lands for drainage purposes; be it further

RESOLVED, That it is the understanding and agreement of said Board of Drainage Commissioners that, in consideration of the dismissal of the suits of the Florida East Coast Railway Company and the Model Land Company, now pending in the United States Supreme Court, to enjoin the collection of the five cents acreage drainage tax levied under the law of 1907, the Board of Drainage Commissioners will not plead or set up as a defense to any future suit at law or in equity by the Florida East Coast Railway Company or the Model Land Company, or both of them, the bar or effect of any previous decrees in the above suits as against any suit at law or in equity that said corporations, or either of them, may bring upon any legal or equitable ground or grounds whatsoever to protect the rights of said corporations to the water supply referred to and situated upon the lands described herein, situated in the townships and ranges enumerated in these resolutions, aggregating 59,099.55 acres, as follows:

Parts of Section—	Sec.	Tp.	R.	A. 100ths
All	19	57	38	639.57
W. $\frac{1}{2}$ and S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$.	20	57	38	363.93
S. $\frac{1}{2}$ of N.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$ and S.E. $\frac{1}{4}$	24	57	38	401.44
N.E. $\frac{1}{4}$, E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ and S.E. $\frac{1}{4}$	25	57	38	400.75
All	29	57	38	642.59
All	30	57	38	637.76
All	31	57	38	640.80
All	32	57	38	642.80
S. $\frac{1}{2}$	33	57	38	320.40

Parts of Section—	Sec.	Tp.	R.	A. 100ths
S. $\frac{1}{2}$	34	57	38	320.40
S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ and S. $\frac{1}{2}$..	35	57	38	360.00
All	36	57	38	640.40
All	3	58	38	640.40
N. $\frac{1}{2}$ and S.E. $\frac{1}{4}$	4	58	38	480.00
N. $\frac{1}{2}$ and S.W. $\frac{1}{4}$	5	58	38	480.60
N. $\frac{1}{2}$	6	58	38	321.40
All	7	58	38	640.00
N.W. $\frac{1}{4}$ and S. $\frac{1}{2}$	8	58	38	479.64
N.E. $\frac{1}{4}$ and S. $\frac{1}{2}$	9	58	38	480.00
N. $\frac{1}{2}$ and S.W. $\frac{1}{4}$	10	58	38	480.30
All unsurveyed	12	58	38	640.10
All unsurveyed	13	58	38	640.00
All unsurveyed	14	58	38	640.00
All	17	58	38	640.40
All	18	58	38	640.56
W. $\frac{1}{2}$	19	58	38	320.40
All unsurveyed	23	58	38	641.20
All unsurveyed	24	58	38	640.00
All unsurveyed	25	58	38	640.00
All unsurveyed	26	58	38	640.00
All unsurveyed	27	58	38	640.00
All unsurveyed	28	58	38	640.00
All unsurveyed	29	58	38	640.00
All unsurveyed	30	58	38	640.00
All unsurveyed	31	58	38	640.00
All unsurveyed	32	58	38	640.00
All unsurveyed	33	58	38	640.00
All unsurveyed	34	58	38	640.00
All unsurveyed	35	58	38	640.00
All unsurveyed	36	58	38	640.00
S. $\frac{1}{2}$	19	58	39	310.75
All	30	58	39	640.80
N. $\frac{1}{2}$	31	58	39	310.24
All	32	58	39	640.00
All	2	59	38	646.20

Parts of Section—	Sec.	Tp.	R.	A. 100ths
All	3	59	38	646.17
All	4	59	38	650.04
All	5	59	38	655.90
All	6	59	38	666.50
All	7	59	38	644.32
All	8	59	38	640.00
All	9	59	38	640.00
All	10	59	38	640.00
All	14	59	38	640.00
All	19	59	38	640.00
All	20	59	38	640.00
All	22	59	38	640.00
All	24	59	38	640.00
All	25	59	38	640.00
All	26	59	38	640.00
All	27	59	38	640.00
All	28	59	38	640.00
All	29	59	38	640.00
All	30	59	38	644.06
All	31	59	38	641.92
All	32	59	38	640.00
All	33	59	38	640.00
All	34	59	38	640.00
All	35	59	38	640.00
All	36	59	38	640.00
All	6	59	39	629.50
All	8	59	39	640.00
All	18	59	39	635.64
All	29	59	39	640.00
All	31	59	39	640.00
E. $\frac{1}{2}$	33	59	39	263.97
All	1	60	37	407.22
All	2	60	37	640.00
All	3	60	37	640.00
All	4	60	37	640.00
All	5	60	37	640.00

Parts of Section—	Sec.	Tp.	R.	A. 100ths
All	6	60	37	640.00
All	7	60	37	640.00
All	8	60	37	640.00
All	9	60	37	640.00
All	10	60	37	640.00
All fractional	11	60	37	490.74
All fractional	12	60	37	8.55
W. $\frac{1}{2}$ and W. $\frac{1}{2}$ of S.E. $\frac{1}{4}$..	14	60	37	400.00
N.E. $\frac{1}{4}$	15	60	37	160.00
All	17	60	37	640.00
All	18	60	37	640.00
N.E. $\frac{1}{4}$ and E. $\frac{1}{2}$ of N.W. $\frac{1}{4}$.	19	60	37	240.00
Lots 1 and 2, or W. $\frac{1}{2}$ of N.W. $\frac{1}{4}$	19	60	37	80.00
N. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ and N. $\frac{1}{2}$ of N.W. $\frac{1}{4}$	20	60	37	160.00
All	1	60	38	640.00
All	2	60	38	640.00
All	3	60	38	640.00
All fractional	4	60	38	450.19
All fractional	5	60	38	301.44
All fractional	6	60	38	274.90
All fractional	10	60	38	550.04
All fractional	11	60	38	532.94
All fractional	12	60	38	132.43
All fractional	13	60	38	80.06
All fractional	14	60	38	470.85
All fractional	15	60	38	94.90
Lots 1, 2, 3, 4	5	60	39	107.60
All fractional	6	60	39	480.16
Lot 1	7	60	39	12.75
Lots 1, 2, 3	4	60	39	142.93
Total .....	.....	.....	.....	59,290.48

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., April 14, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

The following resolutions were adopted:

WHEREAS, The lands in the Everglades now held by the Trustees are mostly in alternate sections, and should the Trustees convey these lands to other parties it would be impossible for them to drain or irrigate them without at the same time draining and irrigating the lands of another. The owners of the other sections may or may not wish or be in a financial position to make these improvements simultaneously with the owners of other sections, thus preventing the use and cultivation of the lands, to the detriment of all; therefore, be it

RESOLVED, by the Trustees of the Internal Improvement Fund of the State of Florida:

Section 1. It will be to the best interest of the Fund for the lands now held by the Trustees to be solidified into solid bodies of say 25,000 or 30,000 acres, more or less, the boundary of one side of which shall be extended along and fronting on one of the canals.

Sec. 2. As the lands are now owned mostly in alternate sections, the Secretary be, and is hereby, directed to correspond with Mr. R. J. Bolles and other owners of large tracts of lands in the Everglades, with the object of determining some equitable manner of exchanging lands in order to perfect a solidification of the ownership of the same.

The Trustees, considering the matter of uniformity of work on all the four dredges, decided that the number of hours that shall constitute a day's work shall be ten, the employees of the dredges being given a bonus for all the

material excavated during the month above a certain amount, and the Secretary was instructed to communicate this fact to Superintendent Jenkins and the captain of each dredge, and also to notify these gentlemen that the Trustees expect all men having any portion of the machinery of the dredges in charge to keep them in repair, and that this time required to keep the machinery in repair shall be done by the men having such machinery in charge between working hours, so that the work of the entire dredge crew shall not be forced to remain idle while the repairs are being made, and that this extra time put in by the men keeping their machinery in repair shall not be charged for, all private individuals having work done with machinery requiring such ordinary repairs necessary to keep the machinery in proper working order done by those in charge without extra cost.

Mr. Albertus Vogt appeared before the Trustees and made application to purchase the S. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of Section 33, Township 27 South, Range 26 East, 247.58 acres; and the N. $\frac{1}{2}$ of Lots 1 and 2, and the S. $\frac{1}{2}$ of Lots 3 and 4, in Section 13, Township 28 South, Range 26 East, 147.75 acres; and the N.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, and N.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$, and S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, of Section 23, Township 28 South, Range 26 East, containing 120.02 acres.

Secretary was instructed to write Mr. I. N. Withers, Agent of the Trustees, to go at once to Lakeland and proceed with Mr. Albertus Vogt to inspect the lands and report upon same to the Trustees.

Secretary was directed to write Messrs. L. M. and H. L. Raulerson, of Tantie, Fla., and make a contract with those gentlemen for 1,000 cords of pine wood, with the option of purchasing an additional 1,000 cords, at the price of \$3.00 per cord, said wood to be of good, solid pine, four feet in length, split to medium size, and delivered upon the banks of Taylor Creek, in the vicinity of

the wharf at Tanti, above high water mark, at the rate of 150 cords per month.

Mr. J. O. Wright, Chief Drainage Engineer, presented plans and specifications he had prepared for the cutting of the canals decided to be excavated in the Everglades Drainage District, and the Trustees and the Engineer deciding upon several changes, it was decided that the Attorney General, the Chief Drainage Engineer and the Secretary be requested to re-draft the plans and specifications and a form of contract to be submitted to prospective bidders upon the work and submit same to Trustees after they have been so prepared for their consideration.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., April 18, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

The following bills were read, approved and ordered paid:

J. C. Luning, for services as Secretary for the month of March, 1910	§ 150.00
W. M. McIntosh, Jr., for services as Assistant Secretary for the month of March, 1910.....	25.00
Mrs. R. B. Gorman, for services as stenographer to the Secretary and the Chief Drainage Engineer for the balance of March, 1910 (14	

days)	28.00
J. O. Wright, for services as Chief Engineer for March, 1910	416.66
John T. Costa, salary as chief clerk, Land Department, month of March, 1910	150.00
C. B. Gwynn, salary for month of March, 1910, in abstracting United States and State entries	125.00
J. M. Dell, salary month of March, 1910, in listing United States lands, perfected entries and other work directed by Trustees.....	125.00
Western Union Telegraph Co., bill for month of March, 1910	5.40
John McDougall, postmaster, for envelopes....	64.42
Racine Boat Co., Racine, Wis., for one-half purchase price of a boat, delivered f. o. b. at Miami, as per specifications on file in the office of the Trustees	820.00
First National Bank, Tallahassee, Fla., reimbursing it for amounts paid for drafts drawn on the Trustees by Superintendent Jenkins in making the pay roll of the dredges during the month of March, 1910.....	6,297.39
Florida East Coast Railway Co., for freight transported during the month of February, 1910, as per expense bills, etc.	86.40
First National Bank, Tallahassee, Fla., reimbursing it for paying drafts issued by Superintendent Jenkins on the Trustees through the Bank of Bay Biscayne, Miami, Fla., in payment of lot on which ship yard of the Trustees is located at Fort Lauderdale, and for the rent on same.....	305.00
P. F. Jenkins, Superintendent, for expense account for month of March, 1910	89.10

I. N. Withers, salary and expenses for the month of March, 1910, for services rendered in making selection of swamp and overflowed lands granted under Act of Congress of September 28, 1850, in compliance with resolution of the Trustees of September 14, 1905, etc.	158.58
D. R. Cox, for one stool	1.25
Erastus W. Clark, for four letter cases.....	1.00
H. & W. B. Drew Co., for supplies.....	182.75
Capital Publishing Co., for printing	19.75
The Matthews-Northrup Works, 5,000 copies of Florida map	550.00
Hudson & Boggs, in re suit against R. C. May..	20.50
Gilmore & Davis Co., supplies	27.08
Southern Express Co., bill for March, 1910.....	1.80
Menge Bros., bill for freight, March, 1910.....	42.94
M. E. Forrey, expense account for March, 1910..	7.60
John W. Newman, expense account for month of March, 1910	2.19
Georgia Supply Co., for machinery bought in March, 1910	2.36
E. H. Eubanks, for bill rendered March, 1910..	65.16
T. A. Bass, for bill rendered March, 1910.....	5.20
Tampa Foundry and Machine Co., for bill rendered March, 1910	49.20
J. E. Lummus & Sewell, for bill for groceries rendered, March, 1910	1,912.50
LaBelle Mercantile Co., bill rendered for groceries, March, 1910	13.60
Marion Steam Shovel Co., bill for machinery...	112.83
George F. Cook & Co., bill for coal, rendered April 1, 1910	30.00
Julius Smith, bill for supplies, rendered April 4, 1910	2.90
Albert Ogle, for wood furnished March, 1910...	168.52
C. H. Lyne Foundry and Machine Co., for bill rendered March 1, 1910	4.68

P. B. Kehoe, in payment of account rendered against Trustees for electrical services rendered dredge Caloosahatchee	22.20
Merrill-Stevens Co., for supplies	61.92
King & Raymond, for boat supplies.....	4.90
J. B. Vreeland, for supplies	11.95
The Joyce-Cridland Co., for No. 183 jack.....	26.00
Miami Fish Co., for table supplies.....	12.80
W. J. Rossie, for use of launch	8.00
T. C. Moody, for wood	198.00
Florida East Coast Ice Co., for ice	20.40
The H. E. Heitman Co., for groceries.....	71.95
C. A. McDougald, for wood furnished dredge Caloosahatchee	496.12
Featherstone Foundry and Machine Co., for mechanical supplies	434.74
Frank T. Budge, for dredge supplies	2.00
H. G. Wheeler & Co., for laundry done in March, 1910	12.98
First National Bank of Miami, Fla., for J. W. Watson, for wood furnished in March, 1910..	533.74
C. H. Lyne Foundry and Machine Co.	414.60
E. I. DuPont De Nemours Powder Co.	873.50
W. A. Messer, for beef	27.03
New River Transportation Co.	165.88
Florida East Coast Railway, for freight.....	4.04
The Marion Steam Shovel Co.	1.64
T. A. Feaster, for table supplies	68.91
John W. Fraser, groceries	63.35
Standard Oil Co.	46.50
John Seybold, for bread	5.04
The Cameron & Barkley Co., for Mechanical supplies	7.26
J. G. Christopher Co., mechanical supplies.....	95.39
E. L. Brady Co., for groceries	274.78
Stranahan & Co., for groceries	263.18
H. E. Ploof Machinery Co.	776.84

C. D. Leffler	210.63
The McCrimmon Co.	56.08
County Commissioners, Lee County, Florida, for settlement in full for damages to the draw- bridge at LaBelle, Fla., by the dredge Caloo- sahatchee in passing through said bridge in the spring of 1909	921.30
Georgia Supply Co.	2.65
F. C. Elliot for surveying.....	136.73
Tampa Foundry and Machine Co.	62.10
Florida East Coast Railway Co., for freight....	233.47

Correspondence was read from Hon. William Gomm, member of Board of County Commissioners of Lee County, Florida, in reference to the damage done to the bridge across the Caloosahatchee River, at LaBelle, Fla., by the dredge Caloosahatchee in passing through the draw of said bridge last May, showing that the amount paid by the Counties of Lee and DeSoto to the bridge company repairing the damage done the bridge by the dredge was \$921.30, and requesting that the Trustees pay the Counties of Lee and DeSoto this amount, reimbursing them for the amount paid.

Upon a full consideration of the matter, the Trustees decided that it was just and proper to reimburse the counties mentioned for the amount expended by them in repairing the damage done to the bridge by the dredge in passing through the draw of the bridge, and the Secretary was instructed to draw checks for the amount expended by the said Counties of Lee and DeSoto in having said repairs made, viz., \$460.65 each, and mail said checks to the Chairman of the Boards of County Commissioners of Lee and DeSoto Counties in full settlement of the damage done to the drawbridge at LaBelle, Fla., by the State dredge Caloosahatchee.

The following letter from Hon. A. F. Potter, Associated Forester of the Forestry Service of the United States De-

partment of Agriculture, was read, together with the reply of the Governor to the same:

"Washington, April 14, 1910.

"Hon. Albert W. Gilchrist, Governor of Florida, Tallahassee, Fla.

"Your Excellency: As a result of the investigation into the possibilities of growing eucalyptus in Florida, a plan has been approved by the Forester to carry into effect the establishment of experimental plantations.

"The plan, as outlined at a conference that Mr. Briscoe, of the Forest Service, had with you last February, is to secure, if possible, five or six areas of about five acres each, situated in different localities in the State, in order to determine the climatic limits of the different species and the effect of different situations and soils.

"It is the desire of the Forest Service to make these plantations valuable to the general public as demonstration areas, as well as for scientific experimentation, and, therefore, they should be so located as to be well distributed through the State and be easy of access.

"The Forest Service will select the species to be planted and secure seed true to name, which is of vital importance in experiments of this kind. The planting material will be furnished free of charge and an expert detailed to superintend the operations. The Forest Service will oversee and direct the operations on the plantations for a period of five years, by which time some definite results should be obtained.

"The Trustees of the Internal Improvement Fund and the respective Boards of Trade of the cities near which the plantations are to be situated will furnish the land for the experiment and a small amount of money for preparing the ground, fencing, and for the actual planting operations, and in some localities for clearing when this may be necessary.

"Upon the expiration of the experiment, the trees grown on these areas, together with the land, will revert

to the owner. Professor Rolfs, of the State Agricultural Experiment Station at Gainesville, has already expressed willingness to co-operate, and it is proposed to locate areas near Tampa, Fort Myers and Miami. Besides these, there will be an area selected at the southern extremity of the Ocala National Forest. Arrangements are now being made to start the experiments not later than next fall. I should greatly appreciate, therefore, if you can find it convenient to make arrangements to set aside, as you suggested, some definite area of five or ten acres on drained land in or on the edge of the Everglades for the planting of eucalypts.

"The expense involved should not exceed at the most \$250.00. This sum can be deposited with the Treasurer of the United States, and will be expended in accordance with the Fiscal Regulations of the Department. Of course, any unexpended balance will be returned at the end of the experiment. Will it be possible, also, for you to designate someone with whom the minor details of the work may be taken up and the experimental area definitely located?"

"Any suggestions that you may have to offer as to the location of the areas or any other means for making the work a complete success will be greatly appreciated.

"Very truly yours,

A. F. POTTER, Associate Forester."

"Tallahassee, Fla., April 18, 1910.

"The Forester, U. S. Department of Agriculture, Forest Service, Washington, D. C.

"Dear Sir: Replying to your letter of April 14th, just received: At the first meeting of the Trustees of the Internal Improvement Fund I will refer to them so much of your letter as relates to the lands owned by them.

"As to lands in other parts of the State, I would suggest that you write to the Boards of Trade of various towns near where these lands are to be selected, outlining

the plan proposed. I am satisfied that you should receive favorable response from them.

"Recently I saw a statement to the effect that in Japan paper is made out of bamboo. In Cuba I notice that bamboo grows on the edge of rivers and streams, suggesting that water would be a favorable element in the growth of the same. It struck me that it might be well to experiment with bamboo in the Everglades. If you think this advisable, I will take the matter up with the Trustees.

Very truly yours,

"A. W. GILCHRIST, Governor."

After a full discussion of the matter, it was

RESOLVED, That the Trustees hereby tender five acres of land on the banks of either one of the canals leading from Fort Lauderdale, for the purpose of the experiments stated in the letter and upon the conditions required; and be it further

RESOLVED, That an additional tender of one acre of land in the same locality as the five acres tendered in the foregoing resolution be made to the said National Forestry Service for the purpose of experimenting with the growth of bamboo, it having been demonstrated that in Japan the making of paper from the bamboo is a success, the Trustees believing that the bamboo can be successfully propagated in the locality of the land tendered the Forestry Service by the Trustees, and that the Secretary is hereby instructed to notify the Forestry Service to this effect and draw a check for the \$250.00 required by said Forestry Service of them in case the proposition of the Trustees is accepted.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., April 20th, 1910.

Mr. A. B. Sanders appeared before the Trustees, desiring to purchase that portion of Section 17, Township 50 South, Range 41 East, for himself and A. A. Boggs, he and Mr. Boggs, under an agreement with the Trustees dated January 4th, 1909, having the option to purchase the sections adjacent to the land mentioned, on the west, on the north side of the North Canal leading out from Fort Lauderdale, and in consideration of Sanders and Boggs deciding to exercise the option of the purchase of the lands immediately adjoining said Section 17, Township 50 South, Range 41 East, on the west, Trustees decided to sell this land to them for the price of \$20.00 per acre.

Mr. Sanders, for Sanders and Boggs, also requested that the Trustees execute a deed to the land upon which they were given an option to purchase at \$3.00 per acre in an agreement entered into by the Trustees and Sanders and Boggs on January 4th, 1910, and deposit same with the First National Bank of Miami, Fla., subject to inspection of Sanders and Boggs, and to be delivered to said Sanders and Boggs by the said bank upon the payment of \$3.00 per acre for the land mentioned in the deed, together with the depositing with the said bank a bond in the sum of \$5,000.00, to be signed by Messrs. Sanders and Boggs and Frederick M. Hudson for the faithful performance of the conditions expressed in the agreement above referred to, which said conditions were made a portion of the considerations of the agreement.

The Trustees ordered that a deed to the lands referred to in the agreement sold Sanders and Boggs at \$3.00 per acre be prepared by the Commissioner of Agriculture, and that a deed also be prepared to the land above referred to in Section 17, Township 50 South, Range 41 East, to be sold at \$20.00 per acre, and delivered to the Secretary to be transmitted, together with a form of bond which

the Trustees were willing to accept for the faithful performance of the conditions as expressed in the agreement for the conduct of an experimental farm, mentioned in the agreement above referred to as having been entered into by the Trustees and Sanders and Boggs, with instructions to the bank to allow Sanders and Boggs to inspect the deed, and that upon the bond being properly executed by Messrs. Sanders and Boggs and Frederick M. Hudson as sureties and the payment of \$20.00 per acre for the lands described in Section 17, Township 50 South, Range 41 East, and the sum of \$3.00 per acre for all the lands described in the other deed, they were to deliver both deeds to said Sanders and Boggs, placing the amount of money so receive to the credit of the Trustees and notifying the Secretary of the Trustees of the fact.

F. C. Elliott, C. E., rendered his report of the survey of trespassed lands on the borders of Lake Miccosukie, together with a bill of \$136.73 for services and expenses.

The report was accepted and the bill, amounting to \$136.73, ordered paid.

The Commissioner of Agriculture presented a map of Sub-division No. 2 of the Map of the Everglades, as embraced in United States Patent No. 137, prepared under direction of Hon. B. E. McLin, Commissioner of Agriculture, and adopted by the Trustees of the Internal Improvement Fund of the State of Florida, January 2, 1905, and as amended by resolution of said Trustees, June 10, 1907, and June 14, 1907, which was adopted.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., April 21, 1910.

Trustees met in the Office of the Executive on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

State Land Selecting Agent I. N. Withers appeared before the Trustees and submitted the following report upon his trip of inspection of the islands in Lake Okeechobee:

Fort Pierce, Fla., April 4th, 1910.

Hon. B. E. McLin, Commissioner of Agriculture, Tallahassee, Fla.

Dear Sir: Acting under instructions from the Trustees of the Internal Improvement Fund to examine and report upon the character and nature of the lands on Rita Island and Observation Island, in Lake Okeechobee, I left Fort Pierce on the morning of March 30th and arrived at Tantie same evening. The following morning, accompanied by Messrs. T. L. Tyre, L. M. Raulerson and Louis Byrd, I secured a launch and started by way of Taylor Creek for the Lake, and following the eastern shore of said Lake arrived at Mr. Harry Warner's fish camp at 6 p. m. where we camped for the night. Getting an early start Friday morning, we ran to Pelican Point and went on shore to prepare breakfast. Then proceeded west to "Kreamer's Island," on the east side, running south to a pass or creek that divides the island; then through said pass to a fish camp occupied by a Mr. Caraway, but finding no one at the camp proceeded west to the west side of the island, thence south near enough to observe the nature of the timber and what soil was in sight. Thence south-east to the northwest end of "Torry Island," and continuing south we found a creek extending east into the island on which is said to be another fish camp, but the

creek was so blocked with hyacinths as to be unnavigable with the craft we had. Continuing south along the west side, we had a very good view of the growth of timber with which the island seems to be covered. Turning thence west, we went to the southeast end of "Rita Island," and running north along the east side, thence west, thence south to near the southwest end, we found at least four-fifths of these islands—Kreamer, Torry and Rita—to be swamp and overflowed, the timber being custard apple and willow, with perhaps a few, very few, rubber. There were a few spots, on account of the lake being low, on which a few fishermen have established camps, and some of them have planted a few vegetables, such as cabbage, onions and tomatoes. We then proceeded west about ten or twelve miles to Observation Island, and went on shore to prepare dinner. This we found to be only a small island—about fifteen acres—not less than two feet, probably more, above high water of the lake. It is covered with several species of timber, but rubber and cypress predominate, which appear to be of modern growth, but I am not in position to express an opinion as to the age. The north side of the island is a white sand beach, extending almost the entire length. The south side is grassy and muddy, and on both east and west ends there is just a little bit of swamp—not more than two acres, all told. The island is occupied by a fisherman, who has built a house and cleared about half an acre, on which is planted bananas, pawpaws and a few orange trees. This island would not, in my opinion, come under the Act of Congress of September 28, 1850.

Camped on board launch that night and got back to Tantie April 2nd, and returned to Fort Pierce same day.

Very respectfully yours,

(Signed)

I. N. WITHERS,
State Selecting Agent.

The Trustees, after considering the report, directed the Commissioner of Agriculture to write the Land Office at

Washington, D. C., sending said Land Office a copy of the report, with the statement that the State claimed the right to have Kreamer, Torry and Rita Islands patented to it under the Act of Congress passed September 28, 1850, granting to the State all swamp and overflowed lands in the State for certain purposes.

Mr. Withers also reported upon the inspection of the lands he was sent to inspect in Polk County, at the request of Mr. Albertus Vogt, described in Minutes of Trustees of April 14, 1910, and after considering said report Trustees instructed the Commissioner of Agriculture to notify Mr. Vogt that they valued the land which he had made an application to purchase at \$4.00 per acre, and if he desired and would agree to pay as much as that price per acre for said lands that the Trustees would advertise said lands for sale to the highest and best bidder.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., April 25, 1910.

Trustees met in the Office of the Executive on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented a letter from E. H. Padgett, requesting the Trustees to execute him a deed to 80 acres of land in Section 23, Township 51 South, Range 41 East, I. N. Withers, State Land Agent, having recommended in a report to the Trustees, made January 3rd, 1908, that said Padgett be allowed to purchase said land at the price of \$3.00 per acre by reason

of the fact that he was cultivating a portion of said land and reciting other reasons for said recommendation in his report.

The Trustees, considering the fact that this recommendation to sell this land to said Padgett was made over two years ago, and said Padgett allowing the matter to lapse for that period, during which time the land had increased greatly in value by reason of large sums of money being spent by the Trustees in draining the Everglades, decided that they would not be justified in selling said Padgett more than 40 acres at the price of \$3.00 per acre, 40 acres being a sufficiency of land for any man for a home in the locality in which the land is located, and instructed the Commissioner of Agriculture to notify Mr. Padgett accordingly.

Trustees also directed the Commissioner of Agriculture to issue a deed to Mary McKhann to the N.W. $\frac{1}{4}$ of Section 26, Township 3 South, Range 18 East, upon payment of \$2.00 per acre, the Trustees fixing the price of \$2.00 per acre on these lands for the reason that said Mary McKhann had purchased said land in good faith from the Ellsworth Trust Company, who had a tax deed to the lands, and for the further reason that taxes had been paid on said lands continuously for the past twenty years.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., May 2, 1910.

Trustees met in the Executive Office on this date.

Present:

- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Messrs. J. R. Williams and E. L. Wartman appeared

before the Trustees and presented a letter from Mr. W. N. Camp, showing that he had sold to Messrs. Williams and Wartman an interest in the scrip that he claimed to hold against the State for about 11,000 acres of land, said scrip having been acquired on account of a grant of 11,200 acres of land made to the Orange Canal and Transit Company by the Legislature of 1887, which Act of said Legislature was amended by Chapter 4483, Laws of Florida, pages 262 and 263, Acts of 1895; further stating that Messrs. Williams and Wartman would soon visit Tallahassee with a view of getting a drainage contract from the State for the drainage of land near Orange Lake, that there was some low land near Orange Lake that is not shown on the Government maps as a part of Orange Lake proper, that the land is worthless without drainage, and that he hoped the Trustees would include these lands in the contract. Also stating that if the Trustees would include these lands mentioned in the drainage contract made between the said W. N. Camp and the Trustees on the 28th day of June, 1901, that he and his associate owners of said scrip would release the State from all obligations they claimed on account of said scrip.

Messrs. Williams and Wartman requested the Trustees to authorize them to endeavor to have the General Land Office at Washington reverse the decision previously made to not allow the unsurveyed part of Sections 21, 22, 23, 24, 25, 26 and 27, Township 12 South, Range 21 East, and Sections 1, 7, 8, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Township 12 South, Range 22 East, containing in the aggregate an estimated area of 4,846.99 acres, under the Swamp Land Grant Act of 1850, to the State, and also requesting that they be authorized to endeavor to have the General Land Office at Washington patent to the State, under the said Swamp Land Grant Act, the other lands mentioned in Mr. Camp's letter in the vicinity of Orange Lake, and, in case they succeeded in having the lands mentioned above patented to the State, that the

Trustees would enter into a contract with the said Camp, Williams and Wartman to drain said lands under the conditions of the contract made between said Camp and the Trustees of the Internal Improvement Fund on the 28th day of June, 1901, with this difference, viz., that said Camp, Williams and Wartman would not only pay 10 cents per acre to the Trustees for all the lands included in the contract, but would release the Trustees of the Internal Improvement Fund in full from all claims they might have against the Trustees or the State by virtue of having acquired the scrip above alluded to from the Orange Canal and Transit Company.

The matter was taken under advisement by the Trustees.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Fla., May 4, 1910.

Trustees met in the Office of the Executive on this date.

Present:

A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Financial statement for the month of March and disbursements for the month of March, 1910, was read by the Secretary and approved by the Trustees, as follows:

Financial Statement for the Month of March, 1910.

Balance on hand March 1, 1910.	\$106,816.60	
Land sales for March, 1910....	8,915.41	
Interest on deposits for quarter ending March 31, 1910.....	380.85	
Cash for Reports	1.00	
	<hr/>	\$116,113.86

Disbursements in March, 1910..	12,315.54
	<hr/>
Balance on hand April 1, 1910..	\$103,798.32
Bank balance March 31, 1910..	\$103,168.29
Cash in hands of P. F. Jenkins	150.00
Cash and cash items.....	480.03
	<hr/>
	\$103,798.32

Bank Balances April 1, 1910.

Exchange National Bank, Tampa, Fla.....	\$ 10,000.00
First National Bank, Tallahassee, Fla.....	35,262.28
Capital City Bank, Tallahassee, Fla.....	4,038.37
Bank of Bay Biscayne, Miami, Fla.....	2,311.73
Citizens' Bank and Trust Co., Tampa, Fla....	8,788.48
First National Bank, St. Petersburg, Fla....	5,000.00
Barnett National Bank, Jacksonville, Fla....	22,805.91
Florida National Bank, Jacksonville, Fla....	14,961.52
	<hr/>
	\$103,168.29

Disbursements for March, 1910.

Date.	Voucher No.	Amount.
March 4	1998—J. C. Luning, services as Secretary for March, 1910.	\$ 150.00
March 4	1999—W. M. McIntosh, services as Assistant Secretary for March, 1910	25.00
March 4	2000—John T. Costa, chief clerk, Salesman's office, for March, 1910	150.00
March 4	2001—C. B. Gwynn, clerk, Salesman's office, March, 1910.	125.00
March 4	2002—J. M. Deil, clerk for Salesman in U. S. Land Office, Gainesville, Fla.	125.00
March 4	2003—F. C. Elliot, bill for surveying for Trustees	203.68

Date.	Voucher No.	Amount.
March 5	2004—First National Bank, Tallahassee, Fla., for pay roll of dredges for February, 1910	4,937.20
March 14	2005—I. N. Withers, services selecting swamp and overflowed lands for February, 1910	68.05
March 16	2006—J. O. Wright, services as Chief Drainage Engineer during February, 1910...	178.56
March 16	2007—J. O. Wright, expenses of trip of inspection during February and March, 1910	79.83
March 16	2008—J. C. Luning, expenses of trip of inspection during February and March, 1910	80.23
March 16	2009—Western Union Telegraph Co., telegrams	1.73
March 16	2010—Mrs. R. B. Gorman, services as stenographer	25.00
March 16	2011—M. H. Mabry, clerk, recording copy of opinion.....	1.50
March 16	2012—P. F. Jenkins, Superintendent, personal expense account	57.91
March 16	2013—Merrill-Stevens Co., material and work on dredges.	363.81
March 16	2014—The H. E. Ploof Machinery Co., material for ship yard and dredges	61.41
March 16	2015—E. B. Douglas, blankets, sheets, etc., for dredges..	37.10
March 16	2016—H. G. Wheeler & Co., laundry for dredges	8.16
March 16	2017—T. A. Feaster, meats for the dredges for February	51.84

Date.	Voucher No.	Amount.
March 16	2018—J. G. Christopher Co., material for dredges	77.49
March 16	2019—Georgia Supply Co., material for dredges	418.60
March 16	2020—The Cameron-Barkley Co., material for dredges.....	203.46
March 16	2021—The C. H. Lyne Foundry & Machine Co., work and material for dredges.....	473.00
March 16	2022—The McCrimmon Co., lumber for dredges	230.01
March 16	2023—Stranahan & Co., groceries for dredges	269.04
March 16	2024—W. D. Avery, electrical work on Okeechobee.....	40.75
March 16	2025—Miami Fish Co., fish for dredge Miami	11.20
March 16	2026—George F. Cook & Co., coal for Okeechobee	10.00
March 16	2027—Frank T. Budge, material for dredge Miami	1.30
March 16	2028—Florida Electric Co., electrical supplies for dredges	89.86
March 16	2029—Featherstone Foundry and Machine Co., material for dredges	72.53
March 16	2030—Miami Electric Light and Power Co., barrel boiler compound	56.80
March 16	2031—Morse Twist Drill and Machine Co., material for the ship yard	1.48
March 16	2032—Florida East Coast Ice Co., ice for Miami	12.80
March 16	2033—J. E. Lummus & Sewell, dynamite for dredges....	832.50

Date.	Voucher No.	Amount.
March 16	2034—Julius Smith, stationery for Superintendent	2.10
March 16	2035—Miami Hardware Co., material for Miami	2.65
March 16	2036—T. C. Moody, wood for the dredges	584.00
March 16	2037—Albert Ogle, wood for the Miami	51.10
March 16	2038—First National Bank, Miami, for J. W. Watson, material and wood for dredges	282.48
March 16	2039—M. E. Forrey, laundry and care of freight	8.00
March 16	2040—The H. E. Heitman Co., for C. A. McDougald, wood for Caloosahatchee	570.93
March 16	2041—The H. E. Heitman Co., groceries for Caloosahatchee.	117.22
March 16	2042—The Carl F. Roberts Co., lumber for Caloosahatchee	39.44
March 16	2043—The Standard Oil Co., oil for Caloosahatchee	32.85
March 16	2044—The LaBelle Mercantile Co., groceries for Caloosahatchee	16.90
March 16	2045—Henry A. Hendry, supplies for Caloosahatchee	38.15
March 16	2046—Wm. A. Messer, meats for Caloosahatchee	48.60
March 16	2047—Menge Bros., freight for Caloosahatchee	36.90
March 16	2048—Tampa Foundry and Machine Co., work and materials for Caloosahatchee..	35.05
March 16	2049—E. M. Rennolds, lumber for lighter for dredge Caloosahatchee	17.88

Date.	Voucher No.	Amount.
March 16	2050—T. A. Bass, fish for Caloo- sahatchee	20.80
March 16	2051—Marion Steam Shovel Co., material for Miami	1.15
March 16	2052—C. D. Leffler, groceries for Miami, Everglades and Okeechobee	877.51
Total		\$ 12,315.54

A letter was read from Mr. Mitchell D. Price, of Miami, Fla., desiring to purchase from the Trustees a small island lying in Biscayne Bay between a quarter and a half mile from the Boulevard, extending from the Royal Palm Hotel to the foot of Twelfth Street, Miami, Fla., stating that this property at high tide has a very small area about two feet above salt water and at low tide something like an acre some three or three and a half feet above high water mark. The Secretary also read a letter sent him by Mr. Price, which he, Mr. Price, had received from the Assistant Secretary of War, stating that the Government did not claim the island mentioned, only reserving the right to build the island up by the deposits of dredging for the purpose of maintaining a training wall for the dredged channel, and suggesting that if the parties desired to acquire possession of the island from the State of Florida, the presumable owner of the land, the Government would give its consent to be occupied for the purposes mentioned by Mr. Price.

The Secretary was directed to write Mr. Price that while the island was the property of the State, by reason of its formation and location, the Trustees would have no right to dispose of the same.

Mr. John W. Newman made application to the Trustees to reimburse him for the loss of a launch, for which he claimed to have paid \$125.00, and which he claimed the State dredge Everglades crushed and destroyed.

The Secretary was instructed to write Mr. Newman for specific details of the accident by which the launch was claimed to have been crushed and destroyed by the dredge Everglades, and to also write Superintendent Jenkins for what information he might have in regard to the matter.

A letter was presented to the Trustees by Mr. N. H. Braddock, of Fort Lauderdale, with a check attached, payable to the Trustees of the Internal Improvement Fund, for \$60.00, requesting that a deed be made to him for the S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 13, Township 50 South, Range 41 East.

The Trustees, considering the application, decided that in view of the fact that Mr. Braddock had improvements on a portion of the forty acres he desired to purchase, consisting of some 300 orange trees and other fruit trees, and a board house, and that Special Agent I. N. Withers had, in the year 1907, inspected the land and recommended that said Braddock be allowed to purchase said land at the price of \$1.50 per acre, owing to having settled upon and improved the land several years prior thereto, that they would sell Mr. Braddock twenty acres of said land, containing the improvements he had made on said land, and instructed the Secretary to write him to that effect, sending him a map showing the land as platted in the survey made by Mr. John W. Newman of the Everglades and adopted by the Trustees, and call his attention to the fact that the lots as surveyed by Mr. Newman showed that only one lot was contained in full in the said twenty acres that the Trustees had decided to deed him at the price of \$1.50 per acre, that the Trustees would have to deed this land by lot numbers, each lot containing 10 acres, and that the Trustees would deed him any two of the lots described in the plat, and requesting him to ascertain which two lots contained his improvements and let them know and they would make a deed to the two lots he requested, said lots being twenty acres, at the price of \$1.50 per acre.

They also instructed the Secretary to explain to Mr. Braddock that they did not feel that it would be doing justice to the Fund for which they were responsible to allow him to purchase the entire forty acres he desired at \$1.50 per acre at this time, as the option to purchase at this price had been given him years ago, since which time, by reason of a vast amount of money spent in draining the Everglades by the Trustees, the lands of the Everglades had greatly advanced in price, and that he had also had the use of the land for a number of years free of taxes or other costs. That they wanted him to have the land upon which he had made improvements, and that they knew that twenty acres would cover this and also provide land for him to truck upon ample to make a good living.

The Secretary presented a statement showing the amount due the School Fund under the constitutional provision requiring one-fourth of the proceeds of the sale of all lands by the Trustees of the Internal Improvement Fund to be paid into the State School Fund, and he was instructed to pay such amounts that were shown to be due the State School Fund, from time to time, as called for by the State School Board. Provided, however, that amounts due the State School Fund under the said constitutional provision shall not be paid at such times nor in such amounts as to cripple the operations of the Trustees in their work.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Fla., May 18, 1910.

Trustees met in the office of the Executive on this date.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Hon. A. C. Croom was made Chairman.

Financial statement for the month of April and disbursements for said month was read and approved, as follows:

Financial Statement for Month of April, 1910.

Balance on hand April 1, 1910..	\$103,798.32	
Land sales for April, 1910.....	441.72	
Interest on deposits for quarter ending March 31, 1910.....	268.00	
Amount received from R. J. Bolles, payment of drainage note due April 1, 1910.....	25,000.00	
		\$129,508.04
Disbursements for April, 1910..		19,161.68
		<hr/>
Balance on hand May 1, 1910...		\$110,346.36
Balances in banks May 1, 1910..	\$109,900.91	
Cash in hands of Supt. Jenkins.	150.00	
Cash and cash items.....	295.45	
		<hr/>
		\$110,346.36

Bank Balances May 1st, 1910.

Capital City Bank, Tallahassee, Fla.....	\$ 4,038.37
Barnett National Bank, Jacksonville, Fla....	38,215.93
Bank of Bay Biscayne, Miami, Fla.....	2,311.73
The Citizens' Bank and Trust Co., Tampa, Fla.	8,825.93
The Exchange National Bank, Tampa, Fla...	10,062.50
The Florida National Bank, Jacksonville, Fla.	14,040.22
The First National Bank, St. Petersburg, Fla.	5,009.03

Date.	Voucher No.	Amount.
April 1	2061—John McDougall, postmaster, for envelopes	64.42
April 1	2062—Racine Boat Co., Racine, Wis., for one-half purchase price of a boat, delivered f. o. b. at Miami, as per specifications on file in the office of the Trustees.....	820.00
April 1	2063—First National Bank, Tallahassee, Fla., reimbursing it for amounts paid for drafts drawn on the Trustees by Superintendent Jenkins in making the pay roll of the dredges during the month of March, 1910.....	6,297.39
April 1	2064—Florida East Coast Railway Co., for freight transported during the month of February, 1910, as per expense bills, etc.	86.40
April 1	2065—First National Bank, Tallahassee, Fla., reimbursing it for paying drafts issued by Superintendent Jenkins on the Trustees through the Bank of Bay Biscayne, of Miami, Fla., in payment of lot on which the ship yard of the Trustees is located at Fort Lauderdale and for the rent of same	305.00
April 1	2066—P. F. Jenkins, Superintendent, for expense account for month of March, 1910..	89.10

Date.	Voucher No.	Amount.
April 1	2067—I. N. Withers, salary and expenses for the month of March, 1910, for services rendered in making selection of swamp and overflowed lands granted under Act of Congress of September 28, 1850, in compliance with resolution of the Trustees of September 14, 1905, etc....	158.58
April 1	2068—D. R. Cox, for one stool....	1.25
April 1	2069—Erastus W. Clark, for four letter cases	1.00
April 1	2070—H. & W. B. Drew Co., for supplies	182.75
April 1	2071—Capital Publishing Co., for printing	19.75
April 1	2072—The Matthews-Northrup Works, 5,000 copies Florida map	550.00
April 1	2073—Hudson & Boggs, in re suit against R. C. May.....	20.50
April 1	2074—Gilmore & Davis Co., supplies	27.08
April 1	2075—Southern Express Co., bill for March, 1910	1.80
April 1	2076—Menge Bros., bill for freight, March, 1910	42.94
April 1	2077—M. E. Forrey, expense account for March, 1910.....	7.60
April 1	2078—John W. Newman, expense account for March, 1910....	2.19
April 1	2079—Georgia Supply Co., for machinery bought in March, 1910	2.36

Date.	Voucher No.	Amount.
April 1	2080—E. H. Eubanks, for bill rendered March, 1910.....	65.16
April 1	2081—T. A. Bass, for bill rendered March, 1910	5.20
April 1	2082—Tampa Foundry and Machine Co., for bill rendered March, 1910	49.20
April 1	2083—J. E. Lummus & Sewell, for bill for groceries, rendered March, 1910	1,912.50
April 1	2084—LaBelle Mercantile Co., bill rendered for groceries for March, 1910	13.60
April 1	2085—Marion Steam Shovel Co., bill for machinery.....	112.83
April 1	2086—George F. Cook & Co., bill for coal rendered April 1, 1910	30.00
April 1	2087—Julius Smith, bill for supplies rendered April 4, 1910.	2.90
April 1	2088—Albert Ogle, for wood furnished March, 1910.....	168.52
April 1	2089—C. H. Lyne Foundry and Machine Co., for bill rendered March 1, 1910.....	465.00
April 1	2090—P. B. Kehoe, in payment of account rendered against Trustees for electrical services rendered the dredge Caloosahatchee	22.20
April 1	2091—Merrill - Stevens Co., for supplies	61.92
April 1	2092—King & Raymond, for boat supplies	4.90
April 1	2093—J. B. Vreeland, for supplies.	11.95

Date.	Voucher No.	Amount.
April 1	2094—The Joyce-Cridland Co., for No. 183 jack	26.00
April 1	2095—The Miami Fish Co., for table supplies	12.80
April 1	2096—W. J. Rossie, for the use of launch	8.00
April 1	2097—T. C. Moody, for wood.....	198.00
April 1	2098—Florida East Coast Ice Co., for ice	20.40
April 1	2099—The H. E. Heitman Co., for groceries	71.95
April 1	2100—The H. E. Heitman Co., for C. A. McDougald, for wood furnished dredge Caloosahatchee	496.12
April 1	2102—Featherstone Foundry and Machine Co., for mechanical supplies	434.74
April 1	2103—Frank T. Budge, for dredge supplies	2.00
April 1	2104—H. G. Wheeler & Co., for laundry done in March, 1910	12.98
April 1	2105—First National Bank of Miami, Fla., for J. W. Watson, for wood furnished in March, 1910	533.74
April 1	2106—C. H. Lyne Foundry and Machine Co.	414.60
April 1	2107—E. I. DuPont De Nemours Powder Co.	873.50
April 1	2108—W. A. Messer, for beef.....	27.03
April 1	2109—New River Transportation Company	165.88
April 1	2110—Florida East Coast Railway	4.04

Date.	Voucher No.	Amount.
April 1	2111—The Marion Steam Shovel Company	1.64
April 1	2112—T. A. Feaster, for table sup- plies	68.91
April 1	2113—John W. Fraser, for gro- ceries	63.35
April 1	2114—Standard Oil Company....	46.50
April 1	2115—John Seybold, for bread....	5.04
April 1	2116—The Cameron & Barkley Co., for mechanical supplies....	7.26
April 1	2117—J. G. Christopher Co., for mechanical supplies	95.39
April 1	2118—E. L. Brady Co., Inc., for groceries	274.78
April 1	2119—Stranahan & Co., for gro- ceries	263.18
April 1	2120—H. E. Ploof Machinery Co..	776.84
April 1	2121—C. D. Leffler	210.63
April 1	2122—The McCrimmon Co.	56.08
April 2	2123—County Commissioners, Lee County, Florida, for settle- ment in full for damage to the drawbridge at LaBelle, Fla., by the dredge Caloosa- hatchee in passing through said bridge in the spring of 1909	921.30
April 1	2124—Georgia Supply Co.....	2.65
April 1	2125—F. C. Elliot, for surveying..	136.73
April 1	2126—Tampa Foundry and Ma- chine Company	62.10
April 1	2127—Florida East Coast Railway Co., for freight	233.47
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		\$ 19,161.68

Bills for the month of April, 1910, were read and ordered paid, as follows:

J. C. Luning, for services as Secretary for the month of April, 1910	\$ 150.00
W. M. McIntosh, Jr., for services as Assistant Secretary for April, 1910	25.00
Mrs. R. B. Gorman, for services as stenographer for April, 1910 (21 days)	42.00
John T. Costa, for services as chief clerk in Salesman's office for April, 1910	150.00
C. B. Gwynn, for services as clerk in Salesman's office for April, 1910	125.00
J. M. Dell, for services as clerk for Salesman in Gainesville Land Office for April, 1910 ..	125.00
J. O. Wright, services as Chief Drainage Engineer for April, 1910	416.66
Western Union Telegraph Co., bill for April 1910	29.80
First National Bank, Tallahassee, Fla., for pay roll for the hands on the dredge work for March, 1910	5,572.58
Albert Shine, for four days' work as stenographer to Mr. Wright, Chief Drainage Engineer	10.00
L. V. Proudfit, Assistant Commissioner, Department of the Interior, General Land Office, for 20 photo-lithographs	5.50
I. N. Withers, State Selecting Agent, for 17 days' work at the rate of \$100.00 per month, and expenses	122.22
Southern Express Company, bill for April, 1910 .....	.50
Capital Publishing Company, for printing . . .	54.15
Southern Telephone and Construction Company, bill for April, 1910 .....	.25
Gilmore & Davis Co., bill for April, 1910	9.70

Dade County Title, Insurance and Trust Co., for abstract to Lot 2, of Block 38, Fort Lauderdale	11.50
P. F. Jenkins, Superintendent of Drainage, ex- pense account for the month of April, 1910.	99.64
Miami Fish Company, for fish furnished dur- ing April, 1910	9.60
Julius Smith, for stationery supplies fur- nished Superintendent's office in April, 1910	4.75
Stranahan & Co., for mechanical supplies fur- nished in April, 1910	311.66
J. W. Watson, for mechanical supplies and wood furnished in April, 1910	175.36
Miami Electric Light and Power Company..	15.45
Miami Grocery Company, for groceries fur- nished in April, 1910	1,030.30
J. G. Christopher Co., for mechanical supplies furnished in April, 1910	360.25
Merrill-Stevens Company, for mechanical work and supplies furnished in April, 1910.....	39.18
Tampa Foundry and Machine Company, for mechanical supplies furnished in April, 1910	162.46
H. E. Ploof Machinery Company, for mechan- ical supplies furnished in April, 1910.....	203.20
The McCrimmon Co., for lumber	190.93
Standard Oil Co., for oil and gasoline.....	97.47
The Marion Steam Shovel Co., for mechanical supplies furnished in April, 1910.....	327.47
Georgia Supply Co., for mechanical supplies furnished ship yard and dredge Miami....	461.57
E. H. Eubanks, for mechanical supplies fur- nished in April, 1910	7.75
John W. Fraser, for general merchandise fur- nished in April, 1910	107.95
LaBelle Mercantile Co., for groceries	22.75
Menge Bros., freight for the month of April as per expense bills	17.47

M. E. Forrey, for amount paid P. C. Deane, account work done for Trustees in April, 1910	5.00
W. A. Messer, for groceries furnished in the month of April, 1910	29.10
The H. E. Heitman Co., for groceries furnished in April, 1910	93.70
W. J. Rossie, for hire of launch two days....	8.00
Frank T. Budge, for mechanical supplies for dredge Miami	1.50
G. S. Baxter & Co., for lumber furnished for ship yard	107.10
Florida East Coast Ice Co., for ice	20.00
J. E. Lummus & Sewell, dynamite for dredges Okeechobee and Miami	680.00
E. E. Goodno, for supplies furnished dredge Caloosahatchee	19.13
T. A. Feaster, for beef furnished dredges....	58.00
E. E. Brady Co., Inc., for general merchandise furnished dredges	175.36
The H. E. Heitman Co., for C. A. McDougald, for wood furnished dredge Caloosahatchee..	393.31
New River Transportation Co., for freight and use of launch	230.32
The Carl F. Roberts Co., for lumber.....	12.17
The Marion Steam Shovel Co., for mechanical supplies for dredge Caloosahatchee.....	120.33
C. D. Leffler, for oils	232.13
Florida East Coast Railway Co., for freight..	376.09
U. J. White, for lumber for barges and locks in canals	1,226.12
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	\$ 14,282.43

A letter was read from Mr. N. H. Braddock, asking that the Trustees pay him the sum of \$150.00 for the destruction of a boathouse on the right-of-way of the bank of the North Canal, at Fort Lauderdale, together

with a letter from Mr. H. P. Savage, engineer in charge at Fort Lauderdale. Mr. Savage stated that Mr. Braddock had built the boathouse on the canal, at his landing, which is in a bend of the canal about two thousand feet west of where the canal leaves the river, without asking permission from anyone in authority. That during the month of March, while the Everglades was re-digging its way down the canal, he had notified Mr. Braddock that the dredge would not be able to pass the boathouse without damaging it, and instructed him to move it, which he refused to do. That upon the arrival of the dredge at that point he (Savage) removed the boat of Braddock, which was in the house, and instructed the captain of the dredge to go by if possible without striking the house, but on account of the house being exactly in the bend of the canal this was impossible, the result being that the house was knocked down. That the original cost of the house could not have been over \$15.00, as it was constructed of cypress poles forced into the ground by hand and the roof was constructed of parts of an old roof obtained from some other house. Mr. Savage, therefore, recommended that the bill be not paid, and the Trustees, upon the above representation of the matter, instructed the Secretary that they did not consider themselves liable for the damage to the boathouse of Mr. Braddock and declined to pay the bill rendered them by him for same.

The Secretary presented another letter from Mr. Braddock in reply to a letter written him by the Secretary, stating that the Trustees had decided to sell him two lots in the John W. Newman plat of the Everglades upon which his improvements were, comprising twenty acres, in which he stated that he could not get his improvements on two lots as subdivided on the plat sent him; that the improvements extended on portions of five of the lots, covering fifty-three acres, and leaving it to the Trustees to do what they deemed best in the matter.

Secretary was directed to write Mr. H. P. Savage, C. E., in the employ of the Trustees, sending him a copy of the Newman subdivision of the Everglades, explaining the matter to him, and instruct him to go to Mr. Braddock's place and make a survey and plat of the land, showing the improvements of Mr. Braddock upon the lots as platted by Mr. Newman, and report same to the Trustees.

A letter was read from Superintendent Jenkins in reference to the claim of Mr. John W. Newman of \$125.00 for a launch which he claimed the dredge Everglades destroyed by crushing, in which he declined to recommend the payment of the amount, stating that Mr. Newman had rented the launch to the Trustees for a rental of \$1.00 per day for a number of months, that the boat could not be worth as much after being used for a number of months as it was when first purchased, the purchase price being \$125.00; that the boat was not broken up, but is now at the ship yard; that it was injured some by being mashed by the dredge or lighter, but was repaired as well as possible, the planks being too rotten to do much with; that the boat is now so rotten that it cannot be repaired; that he had had the engine taken out and put out of the weather, the engine being the only thing of value about the boat.

After hearing Mr. Jenkins' letter read, the Trustees decided that they did not feel that Mr. Newman was entitled to any damages on account of his launch and directed the Secretary to write him accordingly.

A letter was read from Senator F. M. Hudson, suggesting that the Trustees endeavor to require the Florida East Coast Canal and Transportation Company to maintain the navigability of the canal, citing several points along the route of the canal that he had understood needed working upon now.

Secretary was directed to refer the letter of Senator Hudson to the Attorney General, with request that he investigate and report in writing to the Trustees as to

whether or not the charter of the Canal Company does require the company to maintain and keep in navigable condition said canal.

A letter was presented to the Trustees by the Commissioner of Agriculture from Mr. W. H. Beckwith, desiring to purchase the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 2, Township 30 South, Range 15 East, at \$5.00 per acre, and if the Trustees will not sell said land, requesting permission for he and others to cut drainage ditches across said land for the purpose of draining adjoining lands.

Trustees decided that they did not care to sell said land at present, but that they had no objection to drainage ditches being cut on or across said lands, and Secretary was instructed to write Mr. Beckwith accordingly.

Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Fla., May 23, 1910.

Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Mr. M. W. Covington appeared before the Trustees and desired to purchase 1,960 acres of land in Township 34 South, Range 20 East, Manatee County, that he claimed he had been in possession of for the past five years under tax title, said lands belonging to the State.

The Trustees decided that as Messrs. Small & McCall, State Trespass Agents, were now investigating the matter of trespass upon the lands referred to, that they preferred to await information from them before proceeding any further in the matter.

A letter was presented from Mr. I. N. Withers, State Land Selecting Agent, stating that he was in Manatee County and had been informed that considerable trespass of State lands had taken place in that county, and desiring to know if the Trustees desired him to investigate the matter of trespass in that county.

Commissioner of Agriculture was requested to write Mr. Withers that the matter of trespass upon State lands in Manatee County would be looked after by Messrs. Small & McCall, State Trespass Agents.

Secretary presented a letter from Mr. R. J. Bolles, requesting the Trustees to release lands to the extent of 50,000 acres of the 500,000 acres of land purchased by him of the Trustees under agreement entered into by him and the Trustees on the 23rd day of December, 1908, filing a list of the lands he desired released.

Secretary reporting that Mr. Bolles had paid to the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners the sum of \$200,000.00, an amount sufficient under said agreement to have 50,000 acres of land deeded him released from the mortgage given by said Bolles to the Trustees and the Drainage Board, and Secretary further stating that he and the Chief Clerk in the Land Department of the Commissioner of Agriculture had checked over the list of lands requested to be released and found that they were a portion of the lands deeded to R. J. Bolles by the Trustees under the terms of the agreement referred to above, and that said list of lands so requested released aggregated 42,307.08 acres, more or less, it was

ORDERED, That a release be executed by the Trustees of the Internal Improvement Fund to R. J. Bolles of the following described lands, aggregating 42,307.08 acres, more or less, said R. J. Bolles having complied with the conditions required in the agreement entered into by and between the Trustees of the Internal Improvement Fund and R. J. Bolles on the 23rd day of De-

ember, 1908: All of Section 17, Township 43 South, of Range 37 East, lying and being in Palm Beach County, Florida, and all of the south half of Section 13, Township 53 South, of Range 38 East. All of the northeast quarter of the northeast quarter of Section 23, Township 53 South, Range 38 East. All of Sections 15 and 23, Township 54 South, of Range 39 East. All the southwest quarter of the northeast quarter, and the south half of the northwest quarter, and the north half of the southeast quarter; all of the southwest quarter, of Section 21, Township 54 South, Range 40 East. All of Section 15, Township 50 South, Range 41 East, lying south of the Drainage Canal, except the west half of the southeast quarter of said Section 15. All the land in Section 14, Township 50 South, Range 41 East, lying south of the Drainage Canal and being in the west half of the southwest quarter of said Section 14. All of Sections 7 and 19, in Township 54 South, Range 40 East. All of Section 13, in Township 54 South, Range 39 East. All of Sections 5, 7, 17, 19, 31, and the west half of Section 29, and the west half of Section 35, Township 53 South, of Range 39 East. All of Section 13, Township 52 South, Range 38 East. All the north half of Section 13, Township 53 South, Range 38 East. All the northwest quarter of the northeast quarter of Section 23, Township 53 South, Range 38 East. All the east half of the south half of the northeast quarter of Section 23, Township 53 South, Range 38 East. All of Sections 1, 3, 9, 11, 13, 15, 21, 23; and the northwest quarter of Section 25, in Township 55 South, of Range 38 East. All of Sections 25 and 35, in Township 54 South, of Range 39 East. All of Section 7, in Township 50 South, of Range 41 East, lying south of the Drainage Canal. All of Section 23, Township 50 South, Range 41 East. All the east half of Section 35, Township 50 South, Range 41 East. All of Sections 29 and 31; the north half and the north half of the south half of Section 33, in Township 54 South, of Range 40 East. All of

Sections 1, 3, 9 and 11, in Township 53 South, of Range 39 East. All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23; the north half and north half of south half of Section 25; the north half and north half of south half of Section 27; and the north half and north half of south half of Section 29, in Township 53 South, Range 40 East. All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35, in Township 52 South, of Range 40 East, lying and being in Dade County, State of Florida.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., May 27, 1910.

The Trustees of the Internal Improvement Fund met in the Executive Office on this date.

Members present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- Park Trammell, Attorney General.
- W. V. Knott, State Treasurer.
- B. E. McLin, Commissioner of Agriculture.

Mr. R. J. Bolles and W. S. Jennings appeared before the Trustees in response to a request contained in the resolution adopted by the Trustees of the Internal Improvement Fund on the 14th day of April, A. D. 1910, in relation to blocking up, or solidifying, areas in the Everglades, alternate sections of which had heretofore been sold to R. J. Bolles, and after the matter had been presented by Governor Gilchrist, on behalf of the Trustees, and further consideration thereof, the draft of the following proposition was prepared by the Attorney General and W. S. Jennings and presented to the Trustees and Mr. Bolles for further consideration, as follows, viz.:

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. J. Bolles, party of the second part:

WITNESSETH: That Whereas, The parties hereto having under consideration certain matters hereinafter more particularly referred to, in consideration of the premises and one dollar in hand paid by the party of the second part to the parties of the first part, it is mutually covenanted and agreed between the parties hereto as will appear more fully hereafter.

WHEREAS, The resolution of the Trustees of the Internal Improvement Fund, dated the 14th day of April, A. D. 1910, relate to the blocking up, or solidifying, of areas of certain parts of the Everglades lands, the alternate sections of which had heretofore been sold by the Trustees of the Internal Improvement Fund to individuals, having been submitted to R. J. Bolles and other Everglades land owners; and

WHEREAS, In compliance with the suggestion contained in said resolution, R. J. Bolles has appeared before the Trustees, and after a careful discussion of the matter, it was mutually agreed between the Trustees of the Internal Improvement Fund and Mr. R. J. Bolles to solidify, or block up, certain lands by an exchange of good and sufficient deeds of conveyance the lands hereinafter described, which are deemed by the parties hereto to be of like and equal value, the said lands lying and being situate in the County of Dade, State of Florida, and more particularly described as follows, to-wit:

Description of Lands Deeded by the Trustees of the Internal Improvement Fund to R. J. Bolles: South half of Section 7, south half of Section 8, south half of Section 9, south half of Section 10, south half of Section 11, south half of Section 12, all of Sections 14, 18, 20, 22, 24, north half of Section 25, north half of Section 26, north half of

Section 27, north half of Section 28, north half of Section 29, and north half of Section 30, in Township 53 South, Range 38 East. All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36, in Township 54 South, Range 38 East. All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36, in Township 55 South, Range 38 East. All of Sections 2, 4, 6, 8, 10, 12, 18, west half of Section 20, all of Section 22, west half of Section 23, west half of Section 26, all of Sections 27 and 30, west half of Section 32, and all of Section 34, in Township 53 South, Range 39 East. West half of Section 2, all of Sections 3, 10, west half of Section 11, all of Sections 14, 22, 24, 26, 27, 34 and 36, in Township 54 South, Range 39 East. All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 31, and all of Section 33, except the southeast quarter of southeast quarter of said Section 33, in Township 53 South, Range 40 East. All of Sections 6, 18, 20, west half of Section 28, all of Section 30, north half of northeast quarter, south half of southeast quarter, and west half of Section 31, north half, north half of southeast quarter and southwest quarter of Section 32, in Township 54 South, Range 40 East, containing 57,740 acres, more or less, and lying and being in the County of Dade, in said State of Florida.

Description of Lands Deeded by R. J. Bolles to the Trustees of the Internal Improvement Fund: East half of northeast quarter, northwest quarter of northeast quarter, east half of southwest quarter of northeast quarter of Section 13, in Township 47 South, Range 36 East. All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35, in Township 48 South, Range 36 East. All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35, in Township 47 South, Range 37 East. All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35, in Township 48 South, Range 37 East. All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35, in Township 47 South, Range 38 East.

All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 and 35, in Township 48 South, Range 38 East, containing 57,740 acres, more or less, and lying and being in the County of Palm Beach, in said State of Florida.

The deeds of conveyance contemplated hereby and all necessary satisfactions of mortgage and other mortgages, if any are required to properly secure the State's interest in the purchase money for the sale of said lands so exchanged, to be duly executed and delivered in due course, to be prepared by the Attorney General and Mr. Bolles, or his counsel. These Articles of Agreement to be binding upon the Trustees and their successors in office and upon R. J. Bolles, his heirs, executors and administrators.

Signed, sealed and delivered
in the presence of us as
witnesses for the Trustees:

J. C. LUNING.
G. T. WHITFIELD.

ALBERT W. GILCHRIST, Governor.
A. C. CROOM, Comptroller.
PARK TRAMMELL, Attorney General.
W. V. KNOTT, State Treasurer.
B. E. McLIN, Comm'r of Agriculture.

As Members of the Internal Improvement Fund of
the State of Florida.

R. J. BOLLES (SEAL.)

Signed, sealed and delivered
in the presence of us as
witnesses for R. J. Bolles:

W. S. JENNINGS.
A. W. CAIN.

The draft of the following resolution was prepared by

the Attorney General and W. S. Jennings and presented to the Trustees and Mr. Bolles for further consideration :

Whereupon, the following resolution was adopted :

RESOLVED, by the Trustees of the Internal Improvement Fund of the State of Florida, That the proposed Articles of Agreement prepared by the Attorney General and W. S. Jennings, relating to solidifying certain areas of Everglades land as therein set forth and contained, be, and the same is hereby agreed to, and that the Trustees proceed to execute the same, and when duly executed by the Trustees and Mr. R. J. Bolles that the same be made a part of these Minutes and spread upon the record of the Trustees; be it further

RESOLVED, That the Honorable Commissioner of Agriculture be furnished with a copy of these minutes and directed and requested to prepare the deeds required by said agreement in due form, and have them executed under the supervision of the Attorney General, and such other mortgages and instruments as are required by the provisions of said Articles of Agreement.

The Secretary stated that he was in need of a typewriter, and he was instructed to purchase a typewriter of such make as he considered best suited for the work of his office.

Mr. E. G. Sewell, as administrator of the estate of H. Sewell, deceased, appeared before the Trustees and made application to the Trustees to sell to the estate of his deceased brother the northeast quarter of Section 3, Township 44 South, Range 35 East, bordering on the south side of Lake Okeechobee, or so much of said land as the Trustees might decide that his brother was entitled to purchase under the circumstances had he been living.

The Trustees, considering the fact that Mr. Herbert Sewell, deceased, had employed a surveyor and located the boundary of the land referred to and made improvements upon the same with a view to making it his home,

said improvements likewise serving to demonstrate the wonderful fertility and possibilities of the lands of the Everglades, decided to sell to the estate of Herbert Sewell, deceased, 80 acres of the land bordering on the south shore of Lake Okeechobee, containing the improvements, at the price of \$3.00 per acre, Mr. E. G. Sewell agreeing to have the land surveyed and furnish the Trustees with a proper description of the land, together with a certified copy of the will of H. Sewell, deceased, showing the proper party or parties to whom said deed should be made.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., June 15, 1910.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners met in joint session in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Trustees and Board met for the purpose of considering proposals for excavating canals in the Everglades, under the following advertisement, promptly at 10 o'clock a. m.:

DRAINAGE CANALS.

NOTICE TO CONTRACTORS.

State Capitol,
Tallahassee, Florida.

Sealed proposals will be received by the Board of Drainage Commissioners of the State of Florida until 10 o'clock

a. m., Wednesday, June 15th, 1910, when they will be opened and read publicly, for excavating five drainage canals in the Everglades. The aggregate length of these canals is 235 miles, and their construction requires the excavating of approximately 18,000,000 cubic yards of earth and 6,000,000 cubic yards of rock.

Specifications and blank forms upon which bids must be made can be obtained by application to the Engineer's Office at Tallahassee. No bid will be considered unless accompanied by a certified check for 2 per cent. of the amount of said bid, payable to W. V. Knott, State Treasurer, as a guarantee that the party awarded the work will execute a proper contract and bond acceptable to the Board of Drainage Commissioners within fifteen days.

Checks of unsuccessful bidders will be returned to them immediately after awarding the contract. Checks of successful bidders will be retained by the Board until a proper contract is signed and approved by the Board.

The Board reserves the right to reject any or all bids.

J. O. WRIGHT,

Chief Drainage Engineer.

Approved by the Board of Drainage Commissioners.

J. C. LUNING, Secretary.

The following proposals were considered, under plans and specifications prepared by and adopted under direction of the Board of Drainage Commissioners and Trustees of the Internal Improvement Fund, a copy of which plans and specifications are on file in the office of the Secretary of the Board and Trustees, viz.:

Southern Dredging Company, of Mobile, Ala., bid on Gulf Coast E-E Canal only:

Earth excavation, twelve (12) cents per cubic yard.

Rock excavation, twenty-five (25) cents per cubic yard.

For the dredge Caloosahatchee, \$45,000.00.

And submitted three certified checks aggregating \$13,000.00.

Curtiss, Shumway & Deane, of Lynchburg, Va., bid on North New River Canal A-A only:

Earth excavation, fourteen (14) cents per cubic yard.

Rock excavation, twenty-one (21) cents per cubic yard.

For the dredge Everglades, \$35,000.00 cash, or will pay six (6) per cent. per quarter hire for the use of said dredge, submitting a certified check for \$20,000.00

John F. Cogan & Co., of 280 Broadway, New York City, bid fourteen (14) cents per cubic yard for the entire excavation, without classification, on North New River Canal A-A, South New River Canal B-B, Miami Branch Canal C-C, Hillsborough Canal D-D, and Gulf Coast Canal E-E. The bid, if accepted, to take the entire work of excavation. Bid:

For the dredge Everglades	\$35,000.00
For the dredge Okeechobee	25,000.00
For the dredge Miami	40,000.00
For the dredge Caloosahatchee	45,000.00

Submitted a certified check for the sum of \$80,000.00.

The North American Dredging Company, of Galveston, Tex., bid eight and 95/100 cents per cubic yard for earth excavation and twenty-one (21) cents for rock excavation for the North New River Canal A-A, South New River Canal B-B, Miami Branch Canal C-C, Hillsborough Canal D-D, and Gulf Coast Canal E-E. Bid for the dredges:

Everglades	\$35,000.00
Okeechobee	25,000.00
Miami	40,000.00
Caloosahatchee	45,000.00

A rental of two (2) per cent. of the appraised value of the dredges per quarter for their use; presented with proposal three certified checks for \$20,000.00 each.

The Furst-Clark Construction Company, of Baltimore,

Md., bid eight and 4/10 cents per cubic yard for earth excavation and twenty and 2/10 cents per cubic yard for rock excavation, on the North New River Canal A-A, South New River Canal B-B, Miami Canal C-C, Hillsborough Canal D-D, and Gulf Coast Canal E-E, and bid for

Dredge Everglades	\$35,000.00
Dredge Okeechobee	25,000.00
Dredge Miami	40,000.00
Dredge Caloosahatchee	45,000.00

Upon the completion of the reading of the proposals submitted, Mr. J. O. Wright, Chief Drainage Engineer, submitted the following recommendation:

"Tallahassee, June 15, 1910.

"The Board of Drainage Commissioners and Trustees of the Internal Improvement Fund.

"Gentlemen: The proposals submitted for excavating canals in the Everglades, according to the plans and specifications approved by you April 16, 1910, and which were received according to your notice to contractors and opened June 15, 1910, have been examined by me. I find the bid of the Furst-Clark Construction Company to be the lowest and best, and in compliance with all the requirements of the notice and specifications, and I recommend its acceptance by you. The price stated by them for both rock and earth excavation is, in my judgment, reasonable and fair. As the work progresses the dredges will be getting further and further from the base of supplies and the cost of operating will increase, and the price submitted is probably less than it would cost the State to do the work by owning and operating its own dredges.

"Yours truly,

"J. O. WRIGHT, Chief Drainage Engineer."

Whereupon, the Board of Drainage Commissioners and the Trustees of the Internal Improvement Fund entered

into negotiations with the representatives of the Furst-Clark Construction Company, to whom a bid was awarded for excavating the North New River Canal A-A, South New River Canal B-B, Miami Branch Canal C-C, and the Hillsborough Canal D-D at eight (8) cents per cubic yard for earth excavation and twenty (20) cents per cubic yard for rock excavation, the excavation to be made under plans and specifications prepared by direction of the Board of Drainage Commissioners for the information of bidders upon the canals, to be considered upon this date, and the Attorney General was requested to prepare form of contract and bond to be executed by the Furst-Clark Construction Company, of Baltimore, Md.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., June 17, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Secretary was instructed to write Superintendent Jenkins, notifying him that they had let a contract to the Furst-Clark Construction Company for the excavation of 184 miles of canals in the Everglades and the said company had purchased from the Trustees the four dredges now being operated by the Trustees. That said company would take charge of the dredges on the 1st day of July, 1910, and from that date the employees on the dredges

would cease to be in the employ of the State, and to notify the employees on the dredges to that effect. Also write Mr. Jenkins that the matter of the further employment of the Engineering Department at Miami, Fort Lauderdale and on the Caloosahatchee River had been referred to Mr. J. O. Wright, Chief Drainage Engineer, who would communicate with the Engineers employed by the Trustees as to their further employment, and that they were continued in the employ of the Trustees pending Mr. Wright's arrangement of the engineering corps he would require.

The following letter from the Florida East Coast Railway Company, together with the opinion of the Attorney General in reference to the matter referred to in said letter, was read:

"St. Augustine, Fla., June 11th, 1910.

"Mr. Park Trammell, Attorney General, Tallahassee, Fla.

"Dear Sir: In further reply to your letter of the 23rd ultimo, relating to my application of April 7th, for a deed to alternate sections in all of Townships 54, 55, 56, 57, 58 and 59, Range 37 East, based upon the certificate issued to the Palatka and Indian River Railway Company, asking for a copy of the certificate and such other information as will assist you in investigating the claim, you will find inclosed a copy of the certificate, dated December 31, 1888, in which the Trustees certify that the said party of the second part is entitled to such lands whenever the same shall have been patented to the State of Florida, and that upon receipt of such patents by the State the said Trustees will convey to the said company, with certain reservations therein stated, the lands therein described, aggregating 134,400 acres.

"You will find enclosed a copy of the examination or abstract of the title of the lands embraced in said certificate except Section Sixteen (16) in each of said townships, prepared for Messrs. Cooper & Cooper, under date of February 24th, 1908, by the Dade County Title Insurance and Trust Company, showing the record history of

the certificate, when and where recorded and the transfer of portions of the land embraced in said certificate by warranty deed and quit-claim deed, as therein set forth.

"The sixth number of the abstract shows conveyance by quit-claim deed under date of March 30th, 1896, by the Florida Commercial Company, by F. Q. Brown, vice president, to Florida East Coast Railway Company, to the lands noted in the two preceding numbers of the abstract, which are now owned by the Florida East Coast Railway Company and are described as follows:

"The following lands in each of the following townships:

"Townships Fifty-four (54), Fifty-five (55), Fifty-six (56), and Fifty-seven (57), all in Range Thirty-seven (37) East.

"Also east half (E. $\frac{1}{2}$) of Section (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-two (32), Thirty-four (34) and Thirty-six (36).

"All the west half (W. $\frac{1}{2}$) of Sections Two (2), Four (4), Six (6), Eight (8), Ten (10), Twelve (12), Fourteen (14), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Thirty-one (31), Thirty-three (33) and Thirty-five (35).

"Also, all the following lands in each of the following townships:

"Townships Fifty-eight (58), Fifty-nine (59), all in Range Thirty-seven (37) East.

"East half (E. $\frac{1}{2}$) of Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-two (32), Thirty-four (34) and Thirty-six (36).

"All west half (W. $\frac{1}{2}$) of Sections Two (2), Four (4),

Six (6), Eight (8), Ten (10), Twelve (12), Fourteen (14), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35).

"The Railway Company will agree to pay the drainage tax upon these lands under consideration and will assume that they are to be covered by their late contract with the Board of Internal Improvement and Drainage Commission. Yours truly,

"J. E. INGRAHAM, Vice President."

Tallahassee, June 17, 1910.

Trustees of the Internal Improvement Fund, Tallahassee, Fla.

Gentlemen: Answering your request for my opinion upon the application of the Florida East Coast Railway, upon Certificate No. 13,835, for a deed to one-half of the land covered and described by the said certificate, I beg to advise that I find that the Florida Legislature in 1881 made certain land grants to the Palatka and Indian River Railway Company; that in recognition of this grant the Trustees of the Internal Improvement Fund on December 21st, 1888, issued to the J. T. and K. W. Railway Company, as successor to the Palatka and Indian River Railway Company, the said land certificate No. 13,835, which certificate specifically locates and describes the lands covered thereby, which amounts to 134,400 acres; that under the terms of said certificate it is provided that the Trustees who made the certificate, or their successors in office, would deed the land covered thereby when patented to the State; that the ownership of one-half of said certificate is by transfer or assignment now in the Florida East Coast Railway Company; that this certificate is one of the old certificates, and, in fact, is the only one that is outstanding that was not issued subsequent to even the latest of the certificates now held by

the State Board of Education. From these facts, it is my opinion that the certificate is of binding force against the Trustees and that the applicant for a deed is legally entitled to a deed to that part of the land conveyed by said certificate which has been transferred to it. This opinion being in line with the opinion of the former General Counsel of the Trustees, who recommended the purchase of the other half of this certificate.

I hand you herewith the papers concerning this matter, also a letter from Mr. J. E. Ingraham, vice president, Florida East Coast Railway, in which he says his company is willing to pay the drainage tax on this land.

Yours very truly,

PARK TRAMMELL, Attorney General.

Upon the advice of the Attorney General and of former Attorney for the Trustees, W. S. Jennings, the Trustees ordered that the alternate sections in Townships 54, 55, 56, 57, 58 and 59 South, Range 37 East, be deeded to the Florida East Coast Railway Company, said lands being the lands covered by a one-half interest in Certificate No. 13,835, issued by the Trustees of the Internal Improvement Fund on the 21st day of December, 1888, being owned by said Railway Company, the said Railway Company agreeing to pay the drainage tax of 5 cents per acre upon said lands for the years 1907, 1908, 1909 and 1910.

Mr. Furst, of the Furst-Clarke Construction Company, the successful bidder for the Everglades drainage contract, being before the Trustees, it was agreed between Mr. Furst and the Trustees that his company would pay the proportion of the insurance at present carried upon the four dredges his company is to purchase from the Trustees from and after July 1st, 1910, the Trustees having the agent of the companies carrying the insurance upon the dredges to attach a statement to each policy agreeing to pay to said Furst-Clarke Construction Company, in case of loss or damage to any of the dredges of

such nature as was covered by said policies, such sums as damages as their interest might show to be in said dredges.

The Secretary called the attention of the Trustees to the fact that in the recent exchange of lands between them and R. J. Bolles for the purpose of consolidating the lands of each party, the Land Office had, through mistake, deeded to said R. J. Bolles Section 31, Township 54 South, Range 40 East, containing 480 acres of land, previously deeded to R. J. Bolles in another transaction. The Trustees directed the Secretary and the Commissioner of Agriculture to select 480 acres of land owned by the State and adjoining the land deeded by the Trustees to R. J. Bolles on May 28th, 1910, and have deed prepared and executed to said 480 acres of land, so selected, to R. J. Bolles, thus reimbursing him for the 480 acres of land erroneously deeded to him on May 28, 1910.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., June 18, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
Park Trammell, Attorney General.

The following bills were read, approved and ordered paid:

J. C. Luning, for services as Secretary for May, 1910	\$ 150.00
Miss Mary Herring, for services as stenogra- pher for May, 1910	75.00

J. O. Wright, for services as Chief Drainage Engineer for May, 1910	416.66
W. M. McIntosh, Jr., for services as Assistant Secretary for May, 1910	25.00
John T. Costa, for services as chief clerk in Salesman's office for May, 1910	150.00
C. B. Gwynn, for services in abstracting United States and State entries for May 1910	125.00
J. M. Dell, for services in listing United States entries, perfected entries and other work, for May, 1910	125.00
John McDougall, for envelopes for Salesman's office	162.06
First National Bank, Tallahassee, Fla., for amount paid upon drafts for pay roll for May, 1910	6,286.68
J. O. Wright, expense account of trip to Fort Lauderdale to inspect work, etc.	54.00
I. N. Withers, for salary and expense account as State Selecting Agent for May, 1910....	142.35
Southern Express Company	1.14
Western Union Telegraph Company.....	7.05
Capital Publishing Company, for printing....	3.25
E. H. Gross, for "Improved Para" platen for Remington No. 10 in office of Secretary to the Trustees	5.00
Fred E. Fenno, Clerk of Circuit Court, Palm Beach County, for recording deed from R. J. Bolles to I. I. Fund	2.05
Florida Times-Union, for printing "Notice to Contractors"	7.50
Tampa Tribune Publishing Company, for printing "Notice to Contractors"	7.50
The Pensacola Journal, for printing "Notice to Contractors"	7.50
Engineering Record, for printing "Notice to Contractors"	39.60

Manufacturers' Record, for printing "Notice to Contractors"	31.20
Engineering News, for printing "Notice to Contractors"	40.80
J. C. Luning, for use as a contingent fund....	104.55
P. F. Jenkins, Superintendent, expense account for May, 1910	127.73
H. P. Savage, Engineer in Charge, expense account for May, 1910	27.00
H. & W. B. Drew Company, stationer's supplies	78.62
Cameron & Barkley Co., mechanical supplies.	437.32
The Marion Steam Shovel Company, mechanical supplies	37.76
The H. E. Ploof Machinery Company, mechanical supplies	68.79
Standard Oil Company, oil, gasoline, etc....	76.15
Featherstone Foundry and Machine Company, brasses, machinist's labor, etc.....	1,686.48
W. I. Huffstetler, supplies, etc.	792.07
Hahn & McAuliffe, supplies, etc.	11.63
The Carl F. Roberts Company, lumber.....	66.14
E. E. Goodno, ice, lumber, etc.	18.60
Robert A. Henderson, groceries, etc.	173.48
King & Raymond, mechanical supplies.....	7.30
Carnegiè Steel Company, steel sheet piling for ship yard	793.50
Robert A. Henderson, groceries, etc.	20.60
Florida Electric Company, electrical supplies	35.84
Tampa Foundry and Machine Company, mechanical supplies	25.82
Merrill-Stevens Company, mechanical supplies	113.52
Miami Fish Company, for rent of tow boat...	18.00
P. B. Kehoe, electrical supplies and services rendered	42.65
H. G. Wheeler & Co., laundry	28.91

The Palm Pharmacy, drugs (poison for insects)	3.00
Florida East Coast Ice Company, ice	20.80
John Seybold, bread	2.52
T. A. Feaster, meats	74.44
Stranahan & Co., meats, butter, groceries, etc.	317.29
Julius Smith, stationery, etc.	3.55
Miami Grocery Company, groceries, etc.	1,076.26
C. D. Leffler, oils, etc.	259.96
J. E. Lummus & Sewell, dynamite and fuse...	2,890.00
The H. E. Heitman Company, groceries	37.15
LaBelle Mercantile Company, eggs	5.50
W. A. Messer, meats	42.65
T. A. Bass, mechanical supplies	146.50
E. H. Eubanks, general supplies	75.38
John W. Fraser, groceries	51.25
John W. Newman, reimbursements for postage stamps ,	2.50
M. E. Forrey, reimbursement for amount paid	
P. C. Dean	5.00
Lake Worth Mercantile Company, for nails..	6.70
W. S. Holloway, boat transportation	42.75
Lewis Pallicier, for hire of self and launch...	16.00
J. B. Vreeland, fish	15.85
C. W. Johnson, for 400 pounds of ice.....	2.20
Miami Fish Company, fish	8.00
The McCrimmon Company, lumber	22.98
Frank T. Budge, hardware	12.22
First National Bank of Miami, for J. W. Watson, for hardware	237.80
Florida East Coast Railway Company, transportation	502.17
Park Trammell, for expenses of trip to Jacksonville and return in re drainage contract	20.35
J. C. Luning, Secretary, to be used as a contingent fund	200.00
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	\$ 18,757.75

The Secretary presented financial statement for the month of May, 1910, also disbursements for said month, as follows:

Financial Statement for Month of May, 1910.

Balance on hand May 1, 1910..	\$110,346.36	
Land sales for May, 1910.....	31,136.50	
		\$141,482.86
Disbursements for May, 1910..		14,282.43
		<hr/>
Balance on hand June 1, 1910..		\$127,200.43
Balances in banks June 1, 1910..	\$126,754.98	
Cash in hands of Supt. Jenkins.	150.00	
Cash and cash items	295.45	
		<hr/> \$127,200.43

Balances in Banks June 1, 1910.

First National Bank, Tallahassee, Fla.....	\$ 20,686.56
Capital City Bank, Tallahassee, Fla.....	4,038.37
First National Bank, Miami, Fla.....	31,136.50
Exchange National Bank, Tampa, Fla.....	10,062.50
Citizens' Bank & Trust Co., Tampa, Fla.....	8,825.93
First National Bank, St. Petersburg, Fla....	5,009.03
Florida National Bank Jacksonville, Fla....	14,037.57
Barnett National Bank, Jacksonville, Fla....	30,646.79
Bank of Bay Biscayne, Miami, Fla.....	2,311.73
	<hr/>
	\$126,754.98

Disbursements for the Month of May, 1910.

Date.	Voucher No.	Amount.
May 1	2128—J. C. Luning, to services as Secretary for the month of April, 1910	\$ 150.00
May 2	2129—W. M. McIntosh, Jr., to services as Assistant Secretary for April, 1910	25.00

Date.	Voucher No.	Amount.
May 2	2130—Mrs. R. B. Gorman, to services as stenographer for April, 1910 (21 days)	42.00
May 2	2131—John T. Costa, to services as chief clerk in Salesman's office for April, 1910	150.00
May 2	2132—C. B. Gwynn, to services as clerk in Salesman's Office for April, 1910	125.00
May 2	2133—J. M. Dell, to services as clerk for Salesman in the Gainesville Land Office for April, 1910	125.00
May 2	2134—J. O. Wright, to services as Chief Drainage Engineer for April, 1910	416.66
May 2	2135—Western Union Telegraph Co., telegrams for the month of April, 1910	29.80
May 2	2136—First National Bank, Tallahassee, Fla., for pay roll for the hands on the dredge work for March, 1910	5,572.58
May 2	2137—Albert Shine, for four days' work as stenographer for Mr. Wright, Chief Drainage Engineer	10.00
May 3	2138—Commissioner General Land Office, Washington, D. C., for 20 photo-lithographs	5.50
May 3	2139—I. N. Withers, for salary and expenses in making selection of swamp and overflowed lands for April, 1910	122.22
May 18	2140—Southern Express Co., for transportation . . . . .	.50

Date.	Voucher No.	Amount.
May 18	2141—Capital Publishing Co., for printing	54.15
May 18	2142—Southern Telephone and Construction Co. ....	.25
May 18	2143—Gilmore & Davis, work on drafting board, etc.	9.70
May 18	2144—Dade County Title Insurance and Trust Co., for abstract of Lot 2, of Block 38, Fort Lauderdale	11.50
May 18	2145—P. F. Jenkins, expense account for April, 1910.....	99.64
May 18	2146—Miami Fish Co., fish for table use	9.60
May 18	2147—Julius Smith, stationery for Superintendent's office	4.75
May 18	2148—Stranahan & Co., supplies...	311.66
May 18	2149—J. W. Watson, mechanical supplies	175.36
May 18	2150—Miami Electric Light and Power Co., for supplies....	15.45
May 18	2151—Miami Grocery Co., groceries	1,030.30
May 18	2152—J. G. Christopher Co., mechanical supplies	360.25
May 18	2153—Merrill-Stevens Co., mechanical supplies	39.18
May 18	2154—Tampa Foundry and Machine Co., mechanical supplies	162.46
May 18	2155—The H. E. Ploof Machinery Co., mechanical supplies....	203.20
May 18	2156—The McCrimmon Co., for lumber	190.93
May 18	2157—The Standard Oil Co., for oils, etc.	97.47

Date.	Voucher No.	Amount.
May 18	2158—The Marion Steam Shovel Co., mechanical supplies	327.47
May 18	2159—Georgia Supply Co., for me- chanical supplies	461.57
May 18	2160—E. H. Eubanks, for hardware.	7.75
May 18	2161—John W. Fraser, general gro- ceries	107.95
May 18	2162—LaBelle Mercantile Co., gro- ceries	22.75
May 18	2163—Menge Bros., for freight.....	17.47
May 18	2164—M. E. Forrey, for amount paid P. C. Deane, for work done for the Trustees	5.00
May 18	2165—W. A. Messer, groceries.....	29.10
May 18	2166—The H. E. Heitman Co., for groceries	93.70
May 18	2167—W. J. Rossie, for hire of launch for two days.....	8.00
May 18	2168—Frank T. Budge, for half- dozen bolts	1.50
May 18	2169—G. S. Baxter & Co., for lum- ber	107.10
May 18	2170—Florida East Coast Ice Co., for ice furnished.....	20.00
May 18	2171—J. E. Lummus & Sewell, for dynamite	680.00
May 18	2172—E. E. Goodno, for ice and cop- per wire, etc.	19.13
May 18	2173—T. A. Feaster, for meats.....	58.00
May 18	2174—E. E. Brady Co., for general groceries	175.36
May 18	2175—The H. E. Heitman Co., for C. A. McDougald, for wood furnished	393.31
May 18	2176—New River Transportation Co., for freight	230.32

Date.	Voucher No.	Amount.
May 18	2177—The Carl F. Roberts Co., for lumber	12.17
May 18	2178—The Marion Steam Shovel Co., for boat supplies	120.33
May 18	2179—C. D. Leffler, for oils, naph- tha, gas, etc.	232.13
May 18	2180—Florida East Coast Railway Co., for transportation.....	376.89
May 18	2181—U. J. White, for lumber.....	1,226.12
		\$ 14,282.43

A letter was read from Mr. A. W. Knowles, of Tampa, Fla., who stated that he desired to organize a company to engage in the growth of the sisal plant and wanted from 1,000 to 2,000 acres of land adjoining the water, on either the East or West Coast, and wanted to get the land from the State.

The Trustees instructed the Secretary to notify Mr. Knowles that they regretted that they did not own such land as he described.

A letter was read from Mr. G. H. Powell, Acting Chief of Bureau of the United States Forestry Department, to Governor Albert W. Gilchrist, in reply to a letter from the Governor to the Forestry Department of April 18, 1910, in reference to the culture of the bamboo in the Everglades with a view to establishing the culture of the bamboo in that section of the State for the purpose of utilizing it in the manufacture of paper, in which the Forestry Department was tendered the use of land of the State for this experimental purpose. The tender of the land for the purpose referred to was declined, for the reason that the Government was already engaged in an experiment of this character near Brooksville, in this State, and for other reasons stated in the letter.

The Commissioner of Agriculture presented a letter from the Richardson-Kellett Company, of Minneapolis,

Minn., requesting him to give said company permission to survey their property in the Everglades and suggesting that they desired the State to bear the expense of this survey.

Mr. McLin, in presenting the letter, stated that he had written the company that he, as Commissioner of Agriculture, had no authority in the matter and that he would refer the matter to the Trustees.

The Trustees, considering the matter, directed the Secretary to write said Company that they were not yet prepared to make survey of the Everglades lands and did not feel justified in acceding to the request made of them by said company as to the expense of the survey.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., June 25, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Attorney General submitted certain Articles of Agreement with the Furst-Clark Construction Company, which he had formulated, as follows:

"These Articles of Agreement, Entered into this the 25th day of June, A. D. 1910, between A. W. Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, 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; and A. W. Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, Attorney General, and B. E. McLin, Commissioner of Agriculture, members of and composing the Board of Drainage Commissioners of the State of Florida, hereinafter designated as the parties of the first part, representing the Internal Improvement Fund of the State of Florida as Trustees thereof under and by virtue of the laws of the State of Florida, and also representing the Board of Drainage Commissioners under the provisions of the laws of Florida, and the Furst-Clark Construction Company, a corporation organized and existing under the laws of the State of New Jersey, with main office in the City of Baltimore, State of Maryland, at Room 803, Fidelity Building, Baltimore, hereinafter designated as the party of the second part.

WHEREAS, The first parties have advertised for bids for the construction of certain canals pursuant to certain specifications, copies of which are hereto attached and made a part hereof, and the second party has filed its bid under said advertisement and specifications and subsequently modified said bid, a copy of which is hereto attached and made a part hereof, which modified bid has been accepted by the first parties, and it is desired to make and enter into a contract for the performance of said work pursuant to said advertisement, specifications and modified bid; now, therefore,

WITNESSETH: 1. That the said parties, for and in consideration of the sum of one dollar in hand paid by the parties of the first part unto the party of the second part, the receipt whereof is hereby acknowledged, and other valuable considerations hereinafter set forth, *DO HEREBY COVENANT AND AGREE* to and with each other as follows:

2. That the party of the second part on June 15th,

1910, submitted its bid in conformity with the advertisement and specifications, for drainage canals, dated at the Office of the Chief Drainage Engineer, Tallahassee, Fla., April 16, 1910, issued by Albert W. Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, Attorney General, and B. E. Melin, Commissioner of Agriculture, who constitute the Board of Drainage Commissioners of the State of Florida, which were duly issued in printed form setting forth at length the purpose of the canals, description of the canals, width and depth, side slopes and grade of bottom, disposition of the excavated material, clearing right of way, inlets for surface drainage, reference to locks and dams, classification of material, method of doing the work, time of completion, monthly estimates, proposals, contract and bond, amount of work to be contracted for, suspension under certain conditions as therein set forth, authority in charge, relating to subletting, payment for material, labor and damages, maintenance, repairs, extra work, and arbitration, signed "J. O. Wright, Chief Drainage Engineer," and approved by the Board of Drainage Commissioners, signed "J. C. Luning, Secretary," embracing as attached thereto notice to contractors that sealed proposals would be received by the Board of Drainage Commissioners of the State of Florida until 10 o'clock a. m., Wednesday, June 15, 1910, signed "J. O. Wright, Chief Drainage Engineer," approved by the Board of Drainage Commissioners, signed "J. C. Luning, Secretary," with a printed form of proposal for excavating drainage canals, addressed to the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners of the State of Florida, in which it is provided that the bidder signing the same proposed to furnish the necessary machinery, tools and labor, and construct certain drainage canals in the Everglades as advertised by you and in accordance with the plans and specifications adopted therefor, at the following prices, enumerating the North

New River Canal, A-A, the South New River Canal, B-B, the Miami Branch Canal, C-C, the Hillsborough Canal, D-D, the Gulf Coast Canal, E-E, which are designated on the map referred to in the specifications, the approximate location of the several canals being shown on the accompanying map, which is made a part hereof, the proposal containing printed language under each designated canal: "Earth excavation,, per cubic yard," in which is written with pen and ink "Eight and 4/10 (8-4/10) cents," and "Rock excavation, per cubic yard," in which is written with pen and ink "Twenty and 2/10 (20-2/10) cents," upon which is written the following modification: "We hereby agree that the above and foregoing bid has been modified to read eight cents per cubic yard for excavating earth and twenty cents per cubic yard for excavating rock, and the contract shall be made accordingly. This June 15th, 1910. (Sgn.) Furst-Clark Construction Company, by F. A. Furst, President." Also proposal for the purchase or lease of dredges, in printed form, in which it is set out that "We will pay as a purchase price, upon the terms set forth in the specifications, the following sums for your dredges:

"For the dredge Everglades	\$35,000.00
"For the dredge Okeechobee	25,000.00
"For the dredge Miami	40,000.00
"For the dredge Caloosahatchee	45,000.00"

There being attached thereto a printed description of the dredges and a printed tabulated statement. The following table shows the dimensions, grade, velocity, discharge and the approximate number of cubic yards of excavation in each canal of the several canals embraced in these specifications, by enumerated sections in the following divisions, namely: North New River, South New River, Hillsborough River, Miami Branch, Gulf Coast Canal, total excavation as shown by said tabulated statement being 24,065,926 cubic yards.

The said specifications embracing all of the above and

foregoing enumerated printed pages are hereby referred to for greater particularity, and each and every stipulation, condition and provisions of said specifications for drainage canals is hereby adopted and made a part of these Articles of Agreement as fully as if copied at length herein for the purposes of this agreement, except as hereinafter expressly provided.

That the said proposal and bid for excavating drainage canals submitted and duly signed by the Furst-Clark Construction Company, by F. A. Furst, President, with the modifications above set forth, was duly approved and accepted by the parties of the first part, except in so far as said proposal for excavating drainage canals relates to the tentative canal indicated in the proposal for excavating drainage canals aforesaid under the style and designation of the Gulf Coast Canal E-E, which said tentative canal designated as the Gulf Coast Canal E-E was expressly eliminated from the said proposal by the parties of the first part prior to the acceptance of said proposal or bid, and is expressly eliminated and reserved from the operation of this contract.

3. The party of the second part does hereby covenant and agree to furnish the necessary machinery, dredges, tools and labor and construct the said drainage canals in the Everglades of Florida in accordance with the plans and specifications contained in the proposal submitted on behalf of and by the party of the second part, and as accepted and approved and adopted by the parties of the first part, which have been heretofore referred to and made a part of these Articles of Agreement for and in consideration of the sum of eight cents per cubic yard for earth excavation and twenty cents per cubic yard for rock excavation, as designated and set forth in said specifications for drainage canals, subject only to the requirements, limitations, reservations and provisions set forth in said specifications.

It is further covenanted and agreed on behalf of and by

the party of the second part that the said party of the second part will cut the said proposed canals in accordance with the said specifications, observing the width and depth, side slopes, and grade of bottom and disposition of the excavated material, the clearing of right of way, the inlets for surface drainage, locks and dams, the classification of material, the method of doing the work, and that each of the canals covered by these specifications and contracted for shall be completed within three years from the date of the execution of the contract for their construction.

That the party of the second part will commence work within the time specified in said specifications, and that after the period of time elapses allowed under said specifications to the party of the second part to provide a suitable equipment and set it in operation, the party of the second part will have a sufficient number of dredges of sufficient capacity in operation in the Everglades at proper places within the designation of the specifications to remove, and will remove, one-thirtieth of the remaining excavation to be done under this contract during each succeeding month, and upon failing so to do for three successive months the party of the second part agrees to increase the capacity of its plant so as to make a monthly rate of progress that will insure the completion of the contract within the time specified.

4. It is further mutually agreed by the parties to this contract that time shall be considered an essence of this contract.

5. The party of the second part further covenants and agrees to enter into a proper, good and sufficient bond for fifteen per cent. of the amount of the contract, conditioned upon the faithful performance and execution of the work in the time and manner herein specified and in accordance with the provisions and terms of the contract, such bond to be executed by a surety company as surety recognized and accepted on bonds by the United States

Court or the Courts of Florida, and in form and substance acceptable to the parties of the first part.

6. The party of the second part hereby covenants and agrees to purchase and pay for the dredges named and set forth in said specifications for and in consideration of the sums named in said accepted bid, namely:

For the dredge Everglades	\$35,000.00
For the dredge Okeechobee	25,000.00
For the dredge Miami	40,000.00
For the dredge Caloosahatchee	45,000.00

As described and set forth in said proposal, together with the tools and appliances going therewith, as shown on the attached inventory, said payments to be made in twelve quarterly installments, the first installment to become due and payable at the expiration of three months from the date of signing the contract and one installment at each quarter thereafter for eleven successive quarters.

It is expressly understood, covenanted and agreed by and between the parties hereto that the title to the said four dredges purchased by the party of the second part from the parties of the first part is, and shall remain, in the Internal Improvement Fund of the State of Florida until the last and final payment is made thereon in accordance with the terms and provisions of these Articles of Agreement, and that the amounts paid from time to time under the articles of this agreement shall be considered as a reasonable rental therefor until the final payment is fully paid, and to become forfeited to the Trustees of the Internal Improvement Fund if the total sum agreed to be paid therefor is not fully paid within the tenor and meaning of these Articles of Agreement.

It is further covenanted and agreed on behalf of the party of the second part that it will keep said four dredges in good repair, and that they shall be handled by skilled workmen and in a workmanlike manner, and if not paid for at any time that they shall be surrendered and turned over to the Trustees of the Internal Improvement Fund,

that they shall be so surrendered, turned over and delivered in as good repair and condition as the party of the second part found them when received by it, reasonable wear and tear from the usual and customary use being excepted, and it is further covenanted and agreed on behalf of the party of the second part that it will keep said four dredges insured in a reliable, standard fire insurance company or companies acceptable to the Trustees of the Internal Improvement Fund to an amount equivalent to three-fourths of the value of each dredge, said insurance policies to be payable to the Trustees of the Internal Improvement Fund, with a clause that the amount shall be payable to the party of the second part as its interest therein shall be made to appear.

Should there be any unpaid installments at the completion of the work, the balance found to be due on said purchase price shall be paid by the party of the second part to the parties of the first part in any settlement they may have under this contract for the cutting of said canals.

It is further stipulated and agreed on behalf of the party of the second part that upon its default or failure to promptly pay the installments provided for in said contract as purchase money for the dredges Everglades, Okeechobee, Miami and Caloosahatchee, and the other boats and machinery of whatsoever kind or character, purchased from the parties of the first part under the provisions of this contract, or either of said installments, within thirty days from the due date thereof as set forth in said Articles of Agreement, that then in that event the said purchase and the contract relating thereto shall become forfeited and cease at the option of the parties of the first part, and only at their option, and that the party of the second part hereby covenants and agrees that if the parties of the first part avail themselves of said option it will then surrender and deliver said dredges, machinery, boats and equipment of every kind whatsoever in as good repair and condition as said dredges and machinery were

received, ordinary wear and tear excepted, and the possession thereof, unto the parties of the first part upon their demand therefor.

7. The party of the second part further agrees to observe the provisions of said specifications relating to subletting, that no part of the dredging should be sublet without the approval of the parties of the first part, and if so sublet such sub-contract shall in no wise affect the relations existing between the parties of the first part and the party of the second part; and that the party of the second part hereby covenants and agrees to assume all responsibility under this contract for said work.

8. The party of the second part hereby covenants and agrees to pay promptly all just claims for material, labor and damages due any person, and does hereby guarantee to protect and save harmless the parties of the first part against all such claims growing out of the work embraced in the contract, and to provide a good and sufficient bond, with approved security, in accordance with the requirements of said specifications in this behalf, and that no extra work will be paid for unless ordered in writing by the engineer of the parties of the first part in charge.

9. It is further covenanted and agreed by the party of the second part that it will accept and observe the provisions set forth at length in said specifications and accepted bid relating to suspension of the work under said contract if for any unforeseen cause beyond the control of the parties of the first part, the work is suspended by the parties of the first part for a longer period than six months or the contract is annulled or declared inoperative by the parties of the first part before seventy-five per cent. of the work contracted for has been completed the reserved per cent. shall be due and payable to the party of the second part, and also fifty thousand dollars as fixed and liquidated damages in full settlement for such sus-

pension and declaration of abandonment, and accept the same as full satisfaction thereunder, and in the event that such suspension or annulment takes place after seventy-five per cent. of the work embraced in the contract has been completed the party of the second part hereby covenants and agrees to accept the reserved per cent. due it and twenty thousand dollars as fixed and liquidated damages in full settlement and satisfaction for such suspension or annulment.

10. The parties of the first part hereby covenant and agree that they have heretofore received the proposal for excavating drainage canals from the party of the second part, as hereinabove specially referred to and as set forth in said proposal for excavating drainage canals attached to and made a part hereof, which is hereby accepted as above expressed and set forth, and the parties of the first part do hereby covenant and agree to pay in accordance therewith the sum of eight cents per cubic yard for earth excavation, as defined in said specifications, and twenty cents per cubic yard for rock excavation, as defined in said specifications, for the cutting of the said first four enumerated canals, the fifth canal, designated as the Gulf Coast Canal E-E, having been expressly eliminated from the operation of said bid and these Articles of Agreement at the time and in accordance with the provisions set forth in said specifications and subject only to the reservations and conditions therein set forth.

11. The parties of the first part hereby covenant and agree that they will employ a competent drainage engineer, who shall have general supervision of the work; that the engineer and his assistants shall locate and stake out the work in advance of the excavation, and shall furnish such grades and levels as are necessary for its proper construction. The engineer for the parties of the first part may keep a competent inspector as his representa-

tive on each dredge, to see that the work is properly done, and at the end of each calendar month said engineer shall make a careful estimate of the amount of work done during the month, in accordance with the contract and the specifications referred to and as therein set forth and expressly provided for.

The decisions, findings and awards of the engineer of the parties of the first part in charge, relating to any part of said work or the amount or character of the work done shall be final, conclusive and binding upon all the parties hereto, and all work done shall be paid for only on the certificate of the said engineer in charge.

12. The Trustees of the Internal Improvement Fund, parties of the first part, hereby covenant and agree to sell, transfer and convey the four dredges heretofore named and as designated and set forth in said proposal for the purchase or lease of said dredges, and agree to accept the purchase price offered therefor, namely: For the dredge Everglades, \$35,000.00; for the dredge Okeechobee, \$25,000.00; for the dredge Miami, \$40,000.00; for the dredge Caloosahatchee, \$45,000.00, upon the terms and conditions set forth in said proposal, the title to said four dredges to remain in the Trustees of the Internal Improvement Fund, subject to final and full payment therefor, as hereinbefore expressly set forth, and to surrender the possession of said four dredges to the party of the second part for the purpose only of being used in connection with this contract in the Everglades, and not otherwise.

13. Until final inspection and acceptance of and payment for all of the work of cutting said canals agreed upon, no prior inspection, payment or act is to be construed as a waiver of the right of the parties of the first part to reject any defective work or material, or to require the fulfillment of any of the terms of the contract.

14. The party of the second part shall hold and save the parties of the first part harmless from and against all and every demand or demands of any nature or kind for or on account of the use of any patented invention, article or process included in the materials hereby agreed to be furnished and work to be done by the party of the second part under the provisions of this contract, and further to hold the parties of the first part harmless from and against all and every demand or demands of any nature or kind on account of any claims for personal injuries to laborers or employees employed by the said party of the second part in the performance of the work contemplated and agreed upon in these Articles of Agreement.

15. It is hereby mutually covenanted and agreed between the parties hereto that each of said parties will faithfully observe, abide by and perform the various provisions, covenants, conditions and statements contained and set forth in said printed specifications for drainage canals first above identified and referred to as and at the dates and in the manner and form as therein set forth, subject only to the reservations expressly set forth in these Articles of Agreement.

16. If the party of the second part shall become insolvent or be declared bankrupt, or shall from any other cause in the judgment of the Drainage Engineer in charge be unable to carry on the work, or if it shall make default in the due performance of this contract or of all or any of the terms, provisions and stipulations contained in this contract and said specifications, or in duly proceeding with said work at the time and in the manner provided in this contract and in said specifications (time being of the essence hereof), and the Drainage Engineer in charge shall give notice in writing of such delay or neglect, or if the party of the second part fail to commence with the

delivery of the material or the performance of the work as specified herein, or shall, in the judgment of the engineer in charge for the parties of the first part, fail to prosecute faithfully and diligently the work in accordance with the specifications and requirements of this contract, then, in either case, the parties of the first part shall have power to annul this contract by giving thirty days' notice in writing to that effect to the party of the second part, and upon the giving of such notice all payments to the party of the second part under this contract shall cease, and all money or reserved percentage due or to become due thereunder shall be retained by the parties of the first part until the final completion and acceptance of the work herein stipulated to be done. And it is stipulated and agreed on behalf of the party of the second part that it will in such event surrender, turn over and deliver unto the parties of the first part all of the dredges, machinery, equipment, tools, boats, appliances, material of every kind and description whatsoever then in use by the said party of the second part, and the possession thereof immediately unto the parties of the first part to be used by the parties of the first part in the furtherance and completion of the work contracted for as set forth in these Articles of Agreement, the consideration for the use thereof to be considered in connection with the result of the work carried on by the parties of the first part as provided herein. And the parties of the first part shall have the right to recover from the party of the second part whatever sums may be expended by the parties of the first part in completing the said contract in excess of the price herein stipulated to be paid the party of the second part for completing the same, and also all cost of inspection and superintendence, including all necessary traveling expenses connected therewith, incurred by the

said parties of the first part, in excess of those payable by the said parties of the first part during the period herein allowed for the completion of the contract by the party of the second part, and the engineer of the parties of the first part may deduct all the above mentioned sums out of or from the money or reserved percentage retained as aforesaid; and upon the giving of the said notice the parties of the first part shall be authorized to proceed to secure the performance of the work or delivery of the materials, by contract or otherwise, at their discretion.

17. It is further covenanted and agreed on behalf of the parties of the first part that these Articles of Agreement shall be binding upon the Trustees of the Internal Improvement Fund of the State of Florida, and their successors in office, and the members of the Board of Drainage Commissioners of the State of Florida, and their successors in office.

18. It is further covenanted and agreed on behalf of the party of the second part that these Articles of Agreement shall be binding upon the said Furst-Clark Construction Company aforesaid, and its successors and assigns.

These Articles of Agreement executed in duplicate.

IN TESTIMONY WHEREOF, The parties of the first part have hereunto subscribed their official names as Trustees of the Internal Improvement Fund and also subscribed their official names as the Board of Drainage Commissioners of the State of Florida. And the party of the second part has hereunto subscribed its corporate name by its duly authorized officer and affixed its corporate seal under resolution duly authorizing the execution of said contract by the Board of Directors at an

authorized meeting thereof of said Furst-Clark Construction Company, the corporation aforesaid, the day and year first above set forth.

Signed, sealed and delivered
in the presence of the following witnesses as to the Trustees of the Internal Improvement Fund of the State of Florida, and the Board of Drainage Commissioners of the State of Florida:

ALBERT W. GILCHRIST, Governor;
A. C. CROOM, Comptroller;
W. V. KNOTT, Treasurer;
PARK TRAMMELL, Attorney General;
B. E. McLIN, Comm'r of Agriculture;

Trustees of the Internal Improvement Fund of
the State of Florida. (SEAL.)

JEFFERSON BELL.
G. T. WHITFIELD.

ALBERT W. GILCHRIST, Governor;
A. C. CROOM, Comptroller;
W. V. KNOTT, Treasurer;
PARK TRAMMELL, Attorney General;
B. E. McLIN, Comm'r of Agriculture;
Board of Drainage Commissioners of the State
of Florida.

And the following witnesses
as to the Furst-Clark Con-
struction Company:

Attest:

FRANK W. FELDNER, Assistant Secretary.

FURST-CLARK CONSTRUCTION CO.,

By F. A. FURST, President.

STATE OF MARYLAND.)

) ss.

CITY OF BALTIMORE.)

Personally appeared before me, the undersigned authority, F. A. Furst, who, being duly sworn on oath, says that he is the President of the Furst-Clark Construction Company, a corporation organized under the laws of the State of New Jersey, with its principal place of business in the City of Baltimore; that he is familiar with the common corporate seal of said corporation, and that he caused the common corporate seal to be duly affixed to the above and foregoing Articles of Agreement, executed between the Trustees of the Internal Improvement Fund of the State of Florida and the Board of Drainage Commissioners of the State of Florida, parties of the first part, and the Furst-Clark Construction Company, party of the second part, as above set forth, under the authority and direction of the Board of Directors of said corporation; and that the said impress of the corporate seal of said corporation is the impress of the common corporate seal of said corporation; and he makes this acknowledgment to the end that said Articles of Agreement may be admitted to record according to law.

F. A. FURST, President.

Sworn and subscribed to before me
this 25th day of June, A. D. 1910.

EMIL R. DENHARD, Notary Public.

The Governor submitted the following letter from Mr. F. A. Furst, president of the Furst-Clark Construction Company:

"Baltimore, June 22, 1910.

"Hon. Albert W. Gilchrist, Chairman, Board of Drainage Commissioners, Tallahassee, Fla.

"Dear Sir: We beg to advise that we have filed with the Hon. H. Clay Crawford, Secretary of the State of Florida, an authenticated certificate of incorporation of the Furst-Clark Construction Company, and have, also, paid the \$250.00 for the permit to authorize us to do business in your State. We are, hence, awaiting the receipt of the formal contract, covering the Everglades work, and upon its receipt we will execute the same and send you our bond, with the Fidelity and Deposit Company of Maryland as surety, for the amount that may be prescribed by the contract.

"The Fidelity and Deposit Company is the strongest surety company doing business in the United States, and we take it that their bond in standard form usually accepted will cover the case with you, unless you prefer to draw the bond yourself. Whichever you request will be most satisfactory to us.

"I want to here acknowledge your courtesy to me when I was in Florida.

"Very respectfully yours,

"F. A. FURST, President."

The Trustees, considering the letter of Mr. Furst, ordered the following telegram sent at once to Mr. Furst:

"Tallahassee, Fla., June 25, 1910.

"Furst-Clark Construction Company, Fidelity Building, Baltimore, Md.

"Contract executed and mailed to you to-day. Send copy of blank form of bond for our inspection.

"ALBERT W. GILCHRIST, Governor."

The Governor also submitted the following letter from Mr. Alex. St. Clair-Abrams:

"Jacksonville, Fla., June 22, 1910.

"Hon. Albert W. Gilchrist, Tallahassee, Fla.

"My Dear Governor: Will you kindly give instructions to have a copy of the contract made by the Board of Drainage Commissioners for the cutting of canals in the Everglades sent to me as soon as the contracts are signed and the matter settled, so that I can proceed to dismiss the appeals now pending in the United States Supreme Court? My instructions are to examine the contracts before filing praecipes for dismissal. As I am exceedingly anxious to get through with this matter and dispose of it, I shall be obliged to you if you will comply with this request. I am specially anxious to get this copy before the 27th instant, if it is possible, so as to avoid having to pay for renewing our supersedeas bonds on appeal.

"With personal regards, I am, very truly yours,

"ALEX. ST. CLAIR-ABRAMS."

It was ordered that a copy of the tentative contract be mailed Mr. Abrams.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., July 6, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Minutes of June 25th, 1910, were read and adopted.

The following bond of the Furst-Clark Construction Company, of Baltimore, Md., approved by the Attorney General, was presented and read by the Secretary:

BOND NO.

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND.

KNOW ALL MEN BY THESE PRESENTS, That the Furst-Clark Construction Company, a corporation under the laws of New Jersey, as principal, and the Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto Albert W. Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, 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, and their successors in office; and Albert W. Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, Attorney General, and B. E. McLin, Commissioner of Agriculture, members of and composing the Board of Drainage Commissioners of the State of Florida, and as the Board of Drainage Commissioners of the State of Florida, and their successors in office, in the full and just sum of (\$320,000.00) Three Hundred and Twenty Thousand Dollars, for the payment of which said sum of money well and truly to be made, and the said principal, and the said surety bind themselves, their joint and several successors and assigns, their executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed this the 1st day of July, A. D. 1910.

The conditions of the above and foregoing obligation is such that whereas, heretofore, to-wit., on the 25th day of June, A. D. 1910, that the said Furst-Clark Construction Company entered into a certain contract with A. W.

Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, 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: and A. W. Gilchrist, Governor; A. C. Croom, Comptroller; W. V. Knott, State Treasurer; Park Trammell, Attorney General, and B. E. McLin, Commissioner of Agriculture, members of and composing the Board of Drainage Commissioners of the State of Florida, wherein and whereby, among other things, the said Furst-Clark Construction Company, for the sum stipulated in the said contract, agreed to excavate and construct, for the above named parties, who are designated as the parties of the first part in said contract, certain drainage canals in what is commonly known as the Everglades of the State of Florida, to-wit: North New River Canal A-A, South New River Canal B-B, Miami Branch Canal C-C, and the Hillsborough Canal D-D, in accordance with the terms, conditions, specifications and provisions as fully set out in the said contract and the printed specifications made a part thereof, which said contract of date of 25th day of June, A. D. 1910, and the specifications attached thereto are hereby referred to for greater particularity and the said contract for the purpose of explaining this obligation, is incorporated herein and made a part hereof the same as though set out in full herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Furst-Clark Construction Company, principal, shall faithfully perform said contract on its part, according to the terms, covenants, promises, undertakings, provisions and conditions thereof, at the time and in the manner and form therein set forth, then this obligation shall be void; otherwise, to remain in full force and effect.

And the said principal, and the said surety, agree that should it become necessary for suit to be instituted upon

who executed, the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith that they are the said officers of the company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said company, and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at the City of Baltimore, the day and year first above written.

FRED S. AXTELL, Notary Public.

(Commission Expires May 5th, 1912.)

Bond received and accepted and approved by the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners of the State of Florida, this July 6th, A. D. 1910.

J. C. LUNING, Secretary.

The Trustees approved the bond and authorized the Secretary to so endorse in writing upon the bond, giving the date of approval and acceptance of said bond, and notify the Furst-Clark Construction Company, the makers of the bond, of that fact; and was also authorized to return to said Furst-Clark Construction Company the two certified checks of \$25,000.00 each deposited with their bid for the drainage work as a guarantee for the execution of a contract and a bond acceptable to the Board of Drainage Commissioners and the Trustees of the Internal Improvement Fund for the faithful performance of the work.

The Secretary reported that he had received a check from the Furst-Clark Construction Company, of Baltimore, Maryland, the parties who purchased the dredges "Everglades," "Okeechobee," "Miami" and the "Caloosa-

hatchee" from the Trustees of the Internal Improvement Fund, for the sum of \$984.06, being the amount found to be due the Trustees on remainder of the premiums on the dredges from the 1st day of July, 1910, the date on which said Company took possession of said dredges.

A letter was presented from Mr. H. F. Atkinson, attorney for Mr. E. G. Sewell, administrator of Herbert Sewell, deceased, to which was attached a check for \$324.00, payable to the Trustees of the Internal Improvement Fund of the State of Florida, together with a copy of the will of H. Sewell, deceased, and a plat and field notes of Section 1, Township 44 South, Range 35 East, and requesting that the Trustees deed to Mr. E. G. Sewell, administrator of H. Sewell, deceased, the 28 acres shown by the attached map to border upon the Lake, as well as the 80 acres adjoining the 28 acres on the south.

The Trustees having agreed to convey to Mr. E. G. Sewell, administrator of H. Sewell, deceased, only 80 acres on the south shore of Lake Okeechobee, containing the improvements made by H. Sewell, deceased, on a portion of said 80 acres, and the request now being made to have 108 acres deeded, 28 of said 108 acres fronting on the Lake, the Secretary was instructed to return said check, papers, plat, etc., to Mr. Atkinson, attorney for Mr. E. G. Sewell, with the statement that the Trustees were unwilling to convey to Mr. Sewell the 108 acres desired, but would convey to him either the east or west one-half of the 108 acres desired by him, and requesting that he inform the Trustees of the Internal Improvement Fund which half of the 108 acres he preferred, mailing a check payable to said Trustees for same at the rate of \$3.00 per acre.

A letter was presented from R. J. Bolles, requesting the Trustees to write him a letter giving their understanding of an agreement between him and the Trustees, entered into on the 28th day of May, 1910, the date on which cer-

tain lands were exchanged by Mr. Bolles and the Trustees for the purpose of solidifying same.

The letter was referred to the Attorney General for reply.

The Secretary read a letter from Mr. J. E. Ingraham, Vice President of the Florida East Coast Railway Company, in reference to lands to be deeded said company by the Trustees in settlement of a one-half interest in Certificate No. 13,835, in which Mr. Ingraham requested that the Trustees convey to said company Townships 57, 58 and 59, of Range 37, or so much of them as would make up the amount of land to be deeded his company in settlement of said certificate.

The Secretary was instructed to write Mr. Ingraham, requesting him to furnish the Trustees with the character of the land of the townships referred to, giving the growth of timber, kind of soil, whether very rocky or not, for their information, if he was in possession of such knowledge.

A letter was presented from Mr. Clarence Edsall, of Chicago, Ill., in reference to claims of certain parties to land on the southern shore of Lake Okeechobee.

The Secretary was directed to write Mr. Edsall that the Trustees would take up these cases individually as they were able to secure proper information as to their claims and pass upon them when they were in possession of such information.

A letter was presented from the Richardson-Kellett Company, of Minneapolis, Minn., requesting the Trustees to pay a portion of the expense of surveying Townships 53 and 54, Ranges 39 and 40, any or all of them, as they might see proper.

The Secretary was instructed to write the Richardson-Kellett Company that they were not prepared to make surveys of lands in the Everglades now. That they were of the opinion that it would be impracticable, if not impossible, to survey some of the Everglades lands at present, owing to the amount of water, etc., and that if it

could be done it would have to be done at an expense that they would not feel justified in incurring at present. That they did not care to go into a matter of surveying, the joint expense of said surveying to be paid by themselves and some land company.

A letter was read from Mr. H. Pierre Branning, attorney, of Miami, relative to the Trustees allowing some compensation to one Pat Lane, who, Mr. Branning claimed, had been employed on the dredge Miami, and while so employed had one of his hands damaged by the machinery on the dredge.

The Secretary reported that he had written Mr. P. F. Jenkins for the facts in the matter. Pending the receipt of this information, further action in the matter was deferred.

A letter from Mr. F. B. Stoneman, President of the Friendly Hospital, at Miami, Fla., to Governor Gilchrist, relative to the matter of employees in the drainage work in the vicinity of Miami who became sick, having to be cared for by the hospital, and requesting that the State should provide for the expense of such men while in the hospital, was read.

The Secretary was instructed to notify Mr. Stoneman that the Trustees had no funds at their disposal with which they could legally pay such charges. That the Furst-Clark Construction Company, of Baltimore, Md., took charge of the drainage work on the first of this month, and that Mr. Stoneman should correspond with these gentlemen relative to this matter and that he could doubtless reach some amicable agreement with them in reference to same.

A letter was read from the Miami Everglades Land Company, of Kansas City, Mo., requesting the Trustees to co-operate with them in building a roadway in Township 54 South, Range 39 East.

The Secretary was directed to write said company that they were not at present prepared to build roads or enter

into arrangements with others for the building of roads in any portion of the Everglades.

A letter was also read from the Everglades Land Sales Company, of Kansas City, Mo., relative to the matter of consolidating lands in the Everglades, desiring to exchange lands owned by them for lands owned by the Trustees.

The Trustees decided that they did not care to make this exchange, and directed the Secretary to write the Everglades Land Sales Company accordingly.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., July 12, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Minutes of meeting of July 6, 1910, were read and adopted.

The report of I. N. Withers, State Land Inspecting and Selecting Agent, upon lands in Manatee County, inspected and valued by him, was taken up and considered and ordered recorded in a book to be provided for recording such reports, to be designated as a Book of Record of Special Report of Land Inspections and Valuations. Said report showing the value of having all the lands of the State inspected and valued; it was

Resolved, That the work of inspecting and valuing the lands owned by the State in the different counties of the

State be continued, the Trustees selecting the counties from time to time in which said lands shall be inspected.

It was ordered that Mr. Withers be instructed to inspect and value the lands owned by the State in Dade and Palm Beach Counties outside of the Drainage District, and such lands in the Drainage District as he may be instructed to inspect, and value, next.

Upon motion, it was ordered that the N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 22, Township 51 South, Range 41 East, be conveyed to G. E. Galloway at \$2.00 per acre, I. N. Withers, State Land Inspecting Agent, having recommended that said land be deeded to said Galloway at said price, he having settled upon said land years ago and made his home upon same.

The Attorney General presented a letter which he had prepared to write Mr. Richard J. Bolles, as per instructions of the Trustees of July 6, 1910, which was approved and a copy ordered filed for future reference.

The Secretary presented a letter from Mr. Mitchell D. Price, attorney, desiring to rent from the Trustees, for a client, a small island in Biscayne Bay about one-half mile from the shore, opposite Miami, belonging to the State by right of sovereignty.

The Trustees directed the Secretary to write Mr. Price that for the present they did not care to make any disposition of said island either by purchase or on a rental basis.

The Commissioner of Agriculture presented a letter from Mr. R. N. Parker, of Black Point, Fla., requesting permission to improve Lot 2 and the W. $\frac{1}{2}$ of Lot 3, Tier 18, of Newman's Sub-division of the Everglades, with the privilege of purchasing said described property when same was placed upon the market at the price placed upon same.

The Trustees requested the Commissioner of Agriculture to write Mr. Parker that they had consistently refused this request to numerous other parties, and that it

would not be fair to them to grant his request. That the probability was that before a great while the lands in the Newman Sub-division of the Everglades would be placed upon the market, when he would have an opportunity to purchase the land he desired to make improvements upon.

The Secretary presented the following letter from Senator F. M. Hudson:

"Miami, Fla., July 5, 1910.

"Trustees Internal Improvement Fund, Tallahassee, Fla.

"Gentlemen: I have Mr. Luning's letter of June 28th in answer to mine of June 25th in regard to dredging at the mouth of Taylor's Creek.

"May I ask that the Trustees address requests to the contractors asking that the work be done? If the correspondence could be forwarded to them, it would probably appear advantageous to do the work. I would greatly appreciate anything that can be done.

"Yours truly,

"F. M. HUDSON."

The Trustees directed the Secretary to write Senator Hudson that the dredge that the contractors have in Lake Okeechobee, being on the south side of the Lake, necessitating having to convey the dredge across the Lake to do the work referred to, and for other reasons, they did not feel that it would be exactly proper to make the request referred to, but to suggest to Senator Hudson that they could see no impropriety in he and the citizens living in that vicinity, if they so desired, making such request direct to the contractors.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., July 13, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Minutes of July 12th were read and approved.

Mr. J. O. Wright, Chief Drainage Engineer, submitted the following:

"The following is a list of the boats, barges, machinery and supplies for dredges owned by the Trustees of the Internal Improvement Fund on July 1, 1910, which is not included in the description and value of the dredges, as set forth on Page 9 of the specifications:

After due consideration, the Board determined and fixed the following prices on the several items, to-wit:

BOATS AND BARGES.

1.	
One 34-ft. tug, 24-horsepower, 4-cycle motor, specifications for same attached hereto....	\$ 1,640.00
2.	
Three steel boats, "Billie Bowlegs," "Tommie Tigertail" and "Tallahassee," a brief description of which is attached hereto.....	3,500.00
3.	
Launch "Eloise," wooden hull, 31-ft. long, 8½-ft. beam and 3-ft. deep	300.00
4.	
Wooden barge in Miami Canal, 38-ft. long, 12-ft. wide, 3-ft. deep; in fair condition.....	500.00
5.	
Small lighter above dam at Miami.....	75.00

6.	
Two barges at Lauderdale, 60x14x4½; new; \$650.00 each	1,300.00
7.	
One motor scow in South Canal, 9x26, 10- horsepower standard engine	600.00
8.	
One lighter in South Canal, 9x34; fair con- dition	200.00
9.	
One lighter, 9x36, in North Canal; poor con- dition	150.00
10.	
One launch, 6x22, 5-horsepower Lozier engine, in North Canal; fair condition	300.00
11.	
One barge in Caloosahatchee River, 40x14x4; new	500.00

MATERIALS AND SUPPLIES NOT INCLUDED IN THE DESCRIPTION
AND APPRAISEMENT OF THE DREDGES.

1.	
One dipper handle, complete, with racking and iron, on bank of Miami Canal	\$ 1,650.00
2.	
One side-spud, complete, with racking and irons, on bank of Miami Canal	850.00
3.	
One back-spud, complete, on bank of Miami Canal	337.00
4.	
260 ft. 1¼-in. plow-steel wire rope, placed on board dredge Miami since appraisement was made	90.09

5.	
One coil wire rope, 1 $\frac{1}{4}$ -in. diameter, 73 ft., placed on dredge Miami since appraisalment was made	26.70
6.	
Two pieces 1 $\frac{1}{2}$ -in. plow-steel wire rope, 360 ft. each, recently received at Lauderdale.....	368.28
7.	
One 4 $\frac{1}{2}$ -yd. dipper and bale, complete, f. o. b. Lauderdale	1,777.00
8.	
300-ft. 1 $\frac{1}{2}$ -in. Monitor hoisting cable, at La-Belle	165.00
9.	
300-ft. 1-in. Monitor hoisting cable, at La-Belle	75.00
10.	
One 29-in. spud sheave for dredge Miami, at Lynes' Foundry; ordered and paid for, but not delivered	27.50
11.	
Three 42-in. water sheaves for Everglades or Okeechobee, at Lynes' Foundry; ordered and paid for, but not delivered; \$70.00 each	210.00
12.	
Three sets of pillow blocks for boom, dredges Everglades and Okeechobee, at Lynes' Foundry; ordered and paid for, but not delivered; \$82.25 each	246.75
13.	
Twelve hawser pipes for dredge Everglades or Okeechobee, at Lynes' Foundry; ordered and paid for, but not delivered; \$25.00 each	300.00

14.

Numerous patterns for castings for dredges,
at Lynes' Foundry

WOOD.

20 $\frac{3}{4}$ cords of wood on Miami Canal, at \$3.80 per cord	\$ 78.85
23 cords of wood at dam in South Canal, at \$4.50 per cord	103.50
12 cords of slabs at dam in South Canal, at \$3.00 per cord	36.00
21 cords of wood at dam in North Canal, at \$4.50 per cord	94.50
298 cords of wood on banks of Caloosahatchee River, at \$3.50 per cord	1,043.00

OIL, GASOLINE, ETC.

On dredge Miami:

50 gallons cylinder oil, at 31 cents.....	\$ 15.50
100 gallons red engine oil, at 18 cents.....	18.00
25 gallons black oil, at 12 cents.....	3.00
25 gallons gas engine oil, at 25 cents.....	6.25
200 lbs. compression grease, at 8 $\frac{1}{2}$ cents....	17.00

On dredge Okeechobee:

50 gallons cylinder oil, at 31 cents.....	4.35
50 gallons red engine oil, at 18 cents.....	9.00
75 gallons kerosene oil, at 10 cents.....	7.50
85 gallons gasoline, at 12 $\frac{1}{2}$ cents.....	10.60
100 lbs. cup grease, at 8 $\frac{1}{2}$ cents	8.50

On dredge Caloosahatchee:

702 gallons gasoline, at 12 $\frac{1}{2}$ cents.....	87.75
50 gallons cylinder oil, at 31 cents.....	15.50
50 gallons red engine oil, at 18 cents....	9.00
50 gallons black oil, at 12 cents.....	6.00

DYNAMITE AND CAPS.

On dredge Miami:

150 lbs. 60% dynamite, at 17 cents.....	\$ 25.50
---	----------

500 caps, with 10 feet of fuse.....	25.00
On dredge Caloosahatchee:	
1,550 lbs. of dynamite, at 17c per pound....	263.50
1,000 fuse and caps	40.00

DRILLING AND BLASTING AHEAD OF DREDGES.

Ahead of dredge Miami:	
500 lineal feet, cost	\$ 187.50
Ahead of dredge Okeechobee:	
240 lineal feet, cost	275.40
Holes drilled and not blasted, 369, cost....	354.00
Ahead of dredge Everglades:	
400 lineal feet, cost.....	134.00
	<hr/>
	\$ 18,067.02

The Secretary was instructed to place said report upon the Minutes and mail a copy of same to the Furst-Clark Construction Company, of Baltimore, Md., the contractors, and request them to acknowledge receipt thereof.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., July 18, 1910.

The Trustees met in the Office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Minutes of meetings of July 12th and 13th were read and approved.

Financial statement for month of June, 1910, was read and adopted, as follows:

Financial Statement for the Month of June, 1910.

To balance on hand June 1, 1910.	\$127,200.43	
To amount received from Peter T. Knight, on account button-wood contract, principal and interest	809.00	
To amount received from U. J. White, over-payment on bill of lumber	43.53	
To amount received by Secretary for contingent fund....	304.55	
To amount received from R. J. Bolles, drainage note due on July 1, 1910	25,000.00	
To amount received from banks for interest on deposits for the quarter ending June 30, 1910	397.12	
	<hr/>	\$153,754.63
By disbursements for June, 1910		18,757.30
		<hr/>
To balance on hand July 1, 1910		\$134,997.33
Cash and cash items in hands of Secretary	\$ 600.00	
Cash in hands of P. F. Jenkins, Superintendent	150.00	
Amount to credit of Trustees in banks	134,247.33	
	<hr/>	\$134,997.33

Balances in Banks July 1, 1910.

Barnett National Bank, Jacksonville, Fla....	\$ 45,071.83
First National Bank, Tallahassee, Fla.....	13,590.55
Capital City Bank, Tallahassee, Fla.....	4,038.37
Citizens' Bank and Trust Co., Tampa, Fla....	8,825.93
Florida National Bank, Jacksonville, Fla....	14,037.57

First National Bank, Miami, Fla.....	31,268.52
First National Bank, St. Petersburg, Fla....	5,040.33
Exchange National Bank, Tampa, Fla.....	10,062.50
Bank of Bay Biscayne, Miami, Fla.....	2,311.73
	<hr/>
	\$134,247.33

In the matter of the claim of H. Pierre Branning, attorney, of Miami, Fla., for damages for injury claimed to have been done to the hand of one Pat Lane, an employee of the dredge Miami, presented to the Trustees at a past meeting and action on same deferred pending an investigation of the circumstances connected with the injuries to the hand of said Pat Lane, Secretary read an affidavit of Captain Wingate, of the dredge, showing that the injury was the fault of no one but the said Pat Lane. The Trustees directed the Secretary to write Mr. Branning that they did not consider themselves liable in any sense for the injury done the hand of Pat Lane and, therefore, declined to allow any compensation whatever on account of said injury.

A communication from Tatum Bros. Real Estate and Investment Company, of Miami, Fla., directed to Governor Gilchrist, and by him referred to the Trustees, was read, stating that they had some parties from Pittsburg, Pa., on the ground who said they would finance a railroad from Miami by way of Lake Okeechobee, Arcadia and Tampa, who had requested them to write to know what encouragement would be offered by the State in the way of rights of way and other methods to be suggested by him, and requesting him to place the letter before the Board if he thought it advisable.

The Trustees directed the Secretary to write the Tatum Bros. Real Estate and Investment Company, of Miami, Fla., that they regretted that they had no legal right to make an appropriation of either land or money to assist in building a railroad across the Everglades.

The Secretary presented a letter from Mr. Henry G.

Ralston, desiring to know if the Trustees had declared a right-of-way along the course of the main perfected and completed canals, and if so how much of a right-of-way had been declared.

The Trustees directed the Secretary to write Mr. Ralston that the Trustees, in the clause of deeds to all lands in the Everglades in which they reserve the right to cut canals, etc., claim 160 feet of land reserved from the center of each canal on each side of the canal, making a strip of land of 320 feet, including the land upon which the canal is completed. They have determined that this much land will be necessary for the width of the canals, some of which they contemplate may eventually have to be 100 feet in width, allowing the remainder of the 220 feet for the depositing of dirt, rock, etc., taken from the canals. That in having Mr. Newman cut up some of the lands for sub-division into small tracts of 10 and more acres in the Everglades they had had him reserve this 320 feet, and considered it reserved from all lands sold by them through which canals should be dug in the Everglades.

The following bills were read, approved and ordered paid:

J. C. Luning, to services as Secretary for the month of June, 1910	\$	150.00
W. M. McIntosh, Jr., to services as Assistant Secretary for the month of June, 1910.....		25.00
Miss Mary Herring, to services as stenographer to the Secretary for June, 1910.....		75.00
J. O. Wright, to services as Chief Drainage Engineer for June, 1910		416.66
John T. Costa, to services as chief clerk, Department of Agriculture, month of June, 1910		150.00
J. M. Dell, to services month of June, 1910, listing United States entries and furnishing lists of perfected entries, and such other work required by the Trustees		125.00

C. B. Gwynn, to services month of June, 1910, abstracting State and United States entries	125.00
First National Bank, Tallahassee, Fla., to amount due reimbursing them for drafts paid for pay roll of the dredges during the month of June, 1910	7,717.73
First National Bank, Tallahassee, Fla., for Racine Boat Company, of Racine, Wis., being the remaining one-half of the purchase price of a boat purchased from said boat company on March 28, 1910	820.00
Southern Express Co., for express charges for month of June, 1910.....	1.15
Western Union Telegraph Co., bill for telegrams sent in June, 1910, in re drainage operations	15.27
O. C. Parker, for shelving in Secretary's office	6.50
Capital Publishing Co., for 2,000 second sheets for Secretary's office	2.60
J. O. Wright, Chief Drainage Engineer, for expense account trip of inspection in re drainage to Fort Lauderdale and return...	86.91
The Contractor, for printing advertisement of bid	13.50
P. F. Jenkins, Superintendent of Drainage, for expense account for month of June, 1910...	125.56
H. & W. B. Drew Co., for office supplies for the use of the Chief Drainage Engineer and the Secretary	2.67
T. Murphy Iron Works, mechanical supplies for use in drainage operations furnished in June, 1910	618.20
Remington Typewriter Co., for a No. 10 typewriter and half dozen ribbons for use in the Secretary's office	84.50
H. G. Wheeler & Co., for laundry done for the dredge Everglades in June, 1910	7.08

Z. T. Merritt, Clerk of Circuit Court, Dade County, for recording mortgage from Bolles to the I. I. Fund	2.55
John Seybold, for bakers' bread furnished the dredge Miami	1.85
T. C. Moody, for wood furnished ship yard...	182.00
Robert A. Henderson, for groceries furnished dredge Caloosahatchee	25.35
LaBelle Mercantile Co., for groceries furnished dredge Caloosahatchee in June, 1910	32.60
M. E. Forrey, for amount paid laborers account Trustees, for work done in re drainage	9.00
W. A. Messer, for beef furnished the dredge Caloosahatchee in June, 1910	34.48
Menge Bros., transportation of freight for the dredge Caloosahatchee, in June, 1910.....	25.71
A. W. Shackelford, for hauling supplies to be used in drainage operations	27.83
Stranahan & Co., for general groceries furnished in June, 1910, for use on dredges Everglades and Okeechobee and in the ship yard	293.03
Frank T. Budge, for tents and mechanical supplies furnished in June, 1910, for use of dredges Okeechobee and Miami, and in the ship yard	79.50
Julius Smith, stationers' supplies for Superintendent's office	1.25
Florida East Coast Ice Co., for ice furnished dredge Miami	24.00
T. A. Feaster, for meats furnished dredges Miami, Everglades and Okeechobee in June, 1910	80.99
J. G. Christopher Co., mechanical supplies for use in the ship yard	182.79

American Steel and Wire Co., for Monitor steel hoisting rope for dredge Miami.....	26.70
Lummus & Sewell, for dynamite and fuse for use on dredges Okeechobee and Miami, furnished in June, 1910	2,157.50
Miami Fish Co., for fish for table use on the dredge Miami	7.20
Miami Water Co., for repairs on voltmeter on dredge Okeechobee	12.83
J. J. Hurd, for wood furnished dredge Miami and ship yard	252.50
T. A. Bass, rent of gasoline launch for trip to Three-Mile Canal with 15 drums gasoline..	20.00
A. E. Raymond & Co., for batteries furnished dredge Caloosahatchee	7.20
M. J. Yarborough, for use of 20 jackscrews for six days at 25 cents per day, and freight on same one way, in re drainage operations...	31.80
E. R. Koile, for supplies and labor furnished ship yard	4.25
J. S. Lang, for wood furnished in re drainage operations	73.42
John W. Fraser, for general groceries furnished dredge Caloosahatchee	75.15
First National Bank of Miami, for J. W. Watson, account hardware and wood furnished dredge Miami and ship yard.....	202.74
E. H. Eubanks, for hardware furnished the dredge Caloosahatchee	3.60
Hendry & Hill, for making bolts for dredge Caloosahatchee	2.25
The McCrimmon Co., lumber for ship yard...	94.35
C. D. Leffler, for oil, gasoline, etc., furnished dredge Miami and the ship yard.....	163.31
W. I. Huffstetler, for machinist's labor and supplies furnished dredge Miami and ship yard in re drainage operations	150.95

Standard Oil Co., for oil, gasoline, etc., furnished dredge Caloosahatchee in April and May, 1910	120.90
Miami Grocery Co., for groceries furnished dredges Miami, Okeechobee and Everglades in June, 1910	634.42
Tampa Foundry and Machine Co., for mechanical supplies furnished dredge Caloosahatchee in June, 1910	91.98
Featherstone Foundry and Machine Co., for mechanical supplies furnished in June, 1910, and used in re drainage operations of the Trustees	1,957.26
C. H. Lyne Foundry and Machine Co., for machinist's work and materials furnished dredges Miami and Okeechobee and the ship yard in June, 1910, in re drainage	1,074.43
New River Transportation Co., for use of launch and barge account ship yard, in re drainage operations	527.00
Charles Pratt, C. E., for survey and plat of the N. H. Braddock tract for use of the Trustees	12.50
Georgia Supply Co., mechanical material furnished dredge Okeechobee in month of June, 1910, for use in re drainage operations....	20.70
Standard Fuel Supply Co., for coal furnished the ship yard	16.00
Morse Twist Drill and Machine Co., for mechanical supplies furnished dredge Miami..	5.43
Cameron & Barkley Co., for mechanical supplies furnished dredge Caloosahatchee....	77.31
J. A. McDonald Co., for lumber furnished and used by the dredge Miami, and also in making the fifteen-mile survey west from that dredge in October, 1909, but for some reason the bill was not presented until May 31, 1910	72.03

The Marion Steam Shovel Co., for mechanical supplies furnished dredge Caloosahatchee in May and June, 1910, and used in re drainage operations	111.90
The H. E. Ploof Machinery Co., for one barrel naval pitch for use in ship yard.....	5.75
W. V. Knott, expense of trip of inspection in re drainage operations to Fort Lauderdale and return	45.60
Park Trammell, expense of trip of inspection in re drainage operations to Fort Lauderdale and return	49.55

Disbursements for the month of June were read, as follows:

Disbursements for the Month of June, 1910.

Date.	Voucher No.	Amount.
June 1	2182—J. C. Luning, for services as Secretary for May, 1910....\$	150.00
June 1	2183—Miss Mary Herring, for services as stenographer for May, 1910	75.00
June 1	2184—J. O. Wright, for services as Chief Drainage Engineer for May, 1910	416.66
June 1	2185—W. M. McIntosh, Jr., for services as Assistant Secretary for May, 1910	25.00
June 1	2186—John T. Costa, for services as chief clerk in Salesman's office for month of May, 1910	150.00
June 1	2187—C. B. Gwynn, for services in abstracting United States and State entries for May, 1910	125.00

Date.	Voucher No.	Amount.
June 1	2188—J. M. Dell, for services in listing United States entries, perfected entries and other work, for May, 1910..	125.00
June 1	2189—John McDougall, envelopes for Salesman's office	162.06
June 1	2190—First National Bank, Tallahassee, Fla., amount paid upon drafts for pay roll for May, 1910	6,286.68
June 16	2191—J. O. Wright, expense account trip to Fort Lauderdale to inspect work, etc...	54.00
June 16	2192—I. N. Withers, salary and expense account for May, 1910, as State Land Inspecting and Selecting Agent	142.35
June 18	2193—Southern Express Co.....	1.14
June 18	2194—Western Union Telegraph Co.	7.05
June 18	2195—Capital Publishing Co., for printing	3.25
June 18	2196—E. H. Gross, for repairs to typewriter in Secretary's office	5.00
June 18	2197—Fred E. Fenno, Clerk Circuit Court, Palm Beach County, for recording deed from R. J. Bolles to I. I. Fund...	2.05
June 18	2198—Florida Times-Union, for printing "Notice to Contractors"	7.50
June 18	2199—Tampa Tribune Publishing Co., for printing "Notice to Contractors"	7.50
June 18	2200—The Pensacola Journal, for printing "Notice to Contractors"	7.50

Date.	Voucher No.	Amount.
June 18	2201—Engineering Record, for printing "Notice to Contractors"	39.60
June 18	2202—Manufacturers' Record, for printing "Notice to Contractors"	31.20
June 20	2203—The Engineering News, for printing "Notice to Contractors"	40.80
June 20	2204—J. C. Luning, amount for use as a contingent fund	104.55
June 20	2205—P. F. Jenkins, expense account as Superintendent for May, 1910	127.73
June 20	2206—H. P. Savage, expense account as Engineer in Charge for May, 1910	27.00
June 20	2207—H. & W. B. Drew Co., stationer's supplies	78.62
June 20	2208—The Cameron & Barkley Co., mechanical supplies	437.32
June 20	2209—The Marion Steam Shovel Co., mechanical supplies...	37.76
June 20	2210—The H. E. Ploof Machinery Co., mechanical supplies...	68.79
June 20	2211—The Standard Oil Co., oil, gasoline, etc.	76.15
June 20	2212—Featherstone Foundry and Machine Co., brasses, machinist's labor, etc.	1,686.48
June 20	2213—W. I. Huffstetler, supplies, etc., in re drainage.....	792.07
June 20	2214—Hahn & McAuliffe, supplies, etc., in re drainage.....	11.63
June 20	2215—The Carl F. Roberts Co., lumber used in re drainage.	66.14

Date.	Voucher No.	Amount.
June 20	2216—E. E. Goodno, ice, lumber, etc., used in re drainage operations	18.60
June 20	2217—Robert A. Henderson, groceries, etc., used in re drainage	173.48
June 20	2218—King & Raymond, mechanical supplies for use in drainage	7.30
June 20	2219—Carnegie Steel Co., steel sheet piling for ship yard.....	793.50
June 20	2220—Robert A. Henderson, groceries, etc., used in drainage operations	20.60
June 20	2221—Florida Electric Co., electrical supplies for drainage operations	35.84
June 20	2222—Tampa Foundry and Machine Co., mechanical supplies in re drainage	25.82
June 20	2223—Merrill-Stevens Co., mechanical supplies for use in drainage operations	113.52
June 20	2224—Miami Fish Co., for rent of tow boat in re drainage....	18.00
June 20	2225—P. B. Kehoe, electrical supplies and services in re drainage	42.65
June 20	2226—H. G. Wheeler & Co., laundry for dredges	28.91
June 20	2227—The Palm Pharmacy, insect poison for use on dredges..	3.00
June 20	2228—Florida East Coast Ice Co., ice for use on dredges.....	20.80
June 20	2229—John Seybold, bread for the dredges	2.25

Date.	Voucher No.	Amount.
June 20	2230—T. A. Feaster, meats for use of dredges	* 74.44
June 20	2231—Stranahan & Co., meats, but- ter, groceries, etc., for use of dredge crew	317.29
June 20	2232—Julius Smith, stationery, etc., for use of Superintendent of Drainage	3.55
June 20	2233—Miami Grocery Co., gro- ceries, etc., for use of the dredge crew	1,076.26
June 20	2234—C. D. Leffler, oil, etc., for use on dredges	259.96
June 20	2235—J. E. Lummus & Sewell, dy- namite and fuse for use in drainage operations	2,890.00
June 20	2236—The H. E. Heitman Co., gro- ceries for use of dredge crew	37.15
June 20	2237—LaBelle Mercantile Co., eggs for use of dredge crew	5.50
June 20	2238—W. A. Messer, meats for use of dredge crew	42.65
June 20	2239—T. A. Bass, mechanical sup- plies for use in re drainage.	146.50
June 20	2240—E. H. Eubanks, general sup- plies for use in re drainage.	75.38
June 20	2241—John W. Fraser, groceries for dredge crew	51.25
June 20	2242—John W. Newman, reimburse- ment for postage stamps...	2.50
June 20	2243—M. E. Forrey, reimbursement for amount paid out for work account Trustees in re drainage	5.00
June 20	2244—Lake Worth Mercantile Co., nails used in re drainage...	6.70

Date.	Voucher No.	Amount.
June 20	2245—W. S. Holloway, boat transportation in re drainage operations	42.75
June 20	2246—Lewis Pallicier, hire of self and launch in re drainage operations	16.00
June 20	2247—J. B. Vreeland, fish for the dredge crew	15.85
June 20	2248—C. W. Johnson, for 400 lbs. of ice	2.20
June 20	2249—Miami Fish Co., fish for the dredge crew	8.00
June 20	2250—The McCrimmon Co., lumber for use in drainage operations	22.98
June 20	2251—Frank T. Budge, hardware for use in re drainage.....	12.22
June 20	2252—First National Bank of Miami, for J. W. Watson, for hardware used in re drainage	237.80
June 20	2253—Florida East Coast Railway Co., for transportation of freight for Trustees used in re drainage operations.....	502.17
June 28	2254—Park Trammell, expenses of trip to Jacksonville and return in re drainage contract	20.35
June 28	2255—J. C. Luning, Secretary, for use as a contingent fund...	200.00
		\$ 18,757.30

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Florida, July 18, 1910.

The Trustees met in the office of the Executive on this date.

Present:

- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Hon. A. C. Croom was made chairman.

The minutes of previous meeting read and approved.

The following letter from Hon. F. M. Hudson was read:

"Miami, Florida, May 2, 1910.

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

"Gentlemen: It is my understanding that the East Coast Canal Company have not yet received their deeds for the balance of the lands to which they will be entitled when the canal is completed to Jacksonville.

"I would suggest that, if possible, something should be done before delivering the remaining deeds to secure a guarantee that the canal will be properly maintained.

"I am informed by an experienced boatman that there are several points at which the canal is in bad condition and in need of dredging. Following are some of the points he mentioned:

"North end of Biscayne Bay,

"Dumfoundling Bay,

"Mud Lake,

"Both ends of Lake Worth,

"The Haulover at north end of Indian River.

"It seems to me that some pressure ought to be brought to bear to secure the proper maintenance of this waterway.

"Mr. Miles has always shown a disposition to meet every reasonable requirement, but he may not remain in

control of the situation and I think there ought to be some guarantee as to the future.

"Yours truly,

"F. M. HUDSON."

Also the following letter from the Attorney General in reference to the agreement between the Trustees of the Internal Improvement and the East Coast Canal and Transportation Company was presented and read:

Tallahassee, July 18, 1910.

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

Gentlemen: In regard to the authority of the Trustees to require the East Coast Canal and Transportation Company to properly maintain its canal, I beg to advise that on March 22nd, 1906, Volume 6, pages 121-122 Trustees Minutes, the Trustees made the following proposition:

"1st. The Canal Company will finish the canal as originally contemplated and continue it into the St. Johns River at a point to be hereafter agreed upon and within such time as may be hereafter agreed upon.

"2nd. The Canal Company shall maintain the canal at a depth of six feet and a width of fifty feet or greater along the entire line of the canal, and in the event of the failure of the canal company so to maintain its canal the title to the same shall become vested in the State of Florida.

"3rd. The Trustees shall at all times exercise supervision and control over the management of the canal, and shall fix the rate of tolls and the basis upon which the same shall be fixed.

"4th. That when the Trustees find it necessary, in their discretion to clear the canal from obstructions or to maintain it at the agreed depth and width, the Trustees may proceed to have such work done, and the cost thereof shall be charged against the Canal Company and become a lien upon its properties.

"5th. That the Canal Company will permit the Trustees and all other persons whomsoever whenever they may desire so to do, to cut canals and drains into and across the Company's canals and lands.

"6th. The Trustees will convey to the Canal Company three hundred and thirty thousand (330,000) acres of land of the kind known as swamp and overflowed lands in the following manner.

"A deed to one hundred thousand (100,000) acres shall be executed and delivered to the Canal Company upon the execution by both parties of the contract embracing the terms herein stated.

"A deed for two hundred and thirty thousand (230,000) acres of the same kind of lands will be executed by the Trustees to the Canal Company and the same placed in escrow to be delivered to the Canal Company when the Company shall have completed its canal into the St. Johns River and the whole line of said canal, including the St. Johns River extension, shall have been completed according to the plan herein indicated, that is to say a width of fifty (50) feet and a depth of six (6) feet, along its entire line, and in accordance with specifications to be hereafter agreed upon."

While the minutes do not show an acceptance of the proposition, it was evidently accepted, as the deed now in escrow seems to have been made in accordance with this proposition.

Yours very truly,

PARK TRAMMELL, Attorney General.

Whereupon the Trustees adopted the following resolution:

Whereas, It has been reported to the Trustees that certain parts of the canal of the East Coast Canal Company, as follows, to-wit, North end of Biscayne Bay, Dumfoundling Bay, Mud Lake, both ends of Lake Worth and the Haulover at north end of Indian River is not being

maintained at a depth of six feet and is in a bad condition and in need of dredging, and

Whereas, It is incumbent upon the said East Coast Canal and Transportation Company under its contract with the Trustees to maintain its said canal at a depth of six feet and a width of fifty feet or greater along the entire line of canal, and in the event of failure so to do the said canal shall become vested in the State; therefore, be it

Resolved, by the Trustees of the Internal Improvement Fund, That the said East Coast Canal and Transportation Company is hereby requested to advise the Trustees of the condition at the points above indicated; and, be it

Further Resolved, That if the said canal at the above designated points is not now being maintained at a depth of six feet and of a width of fifty feet, then the said Canal Company is hereby requested to do the work necessary at the said points, to make said canal of the proper depth and width as per its contract with the Trustees.

And instructed the Secretary to mail a copy of the resolution to both Hon. F. M. Hudson and the East Coast Canal and Transportation Company.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.

J. C. LUNING, Secretary.

Tallahassee, Fla., July 22, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

Upon motion, Secretary was instructed to forward bound copies of the Minutes of the Trustees of the Internal Improvement Fund to the Free Public Library of Philadelphia, Pa., and the University of Pennsylvania.

The Secretary presented a letter from Mr. Henry G. Ralston, First Vice President of the Everglades Land Sales Company, accompanied by a plat showing a survey that the company had made in locating the northeast corner of Section 36, Township 50 South, Range 39 East, requesting that the Trustees adopt the said survey as official.

The Secretary was directed to write Mr. Ralston that they did not consider it wise to adopt surveys other than those made under their direction and supervision, for the reason that if they adopted as official the survey of one land company they would, in fairness, be bound to accept and adopt surveys made by all land companies requesting them to do so. That they did not doubt but that the survey referred to by Mr. Ralston was correct, yet, for the reason stated above, they would have to decline to adopt any surveys other than those made under their direction and supervision, which surveys they intended having made as soon as they could arrange to do so.

The Secretary presented a letter from the Richardson-Kellett Company, of Minneapolis, Minn., in reference to authorizing them to continue surveying and establishing township and section corners on their lands in the Everglades, and was instructed to write said company that they had declined to officially endorse any surveys made by private parties in the Everglades, which was the policy adopted by the Trustees in these matters. That they intended giving the matter of a proper survey of the Everglades lands attention as soon as possible.

The Commissioner of Agriculture presented a letter from Mr. J. H. Goss, of Chicago, Ill., proposing to purchase Lot 3, of Section 11, and Lots 3 and 4, of Section 12, Township 37 South, Range 17 East, containing 161-35/100

acres, at \$20.00 per acre, paying \$5.00 cash per acre and the remainder of the purchase price in either one or two years.

It was ordered that the above described land be sold to Mr. Goss at the price of \$20.00 per acre, \$5.00 per acre to be paid cash and the remainder of the purchase price to be paid in twelve months from acceptance of proposition, with interest at 6 per cent. per annum, and the Commissioner of Agriculture was directed to write Mr. Goss accordingly.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., July 27, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

The Trustees, considering the matter of the payment of the taxes on the lands owned by them in the Drainage District, with a view to ascertaining the amount and proper distribution of lands owned by them in said Drainage District in 1907, upon which they will be required to pay the drainage taxes, passed the following orders:

ORDERED, That the Commissioner of Agriculture is hereby requested to have a correct list made up of all the lands owned by the Trustees in the Drainage District in the year 1907 as soon as possible, said list to be made up by counties; also

ORDERED, That the Comptroller is hereby requested to have the Tax Collectors of the counties embraced in the Drainage District forward to the Trustees at once an itemized statement of the drainage taxes due upon said lands in their respective counties for the year 1907.

The Secretary presented a letter from H. P. Savage in explanation of why he had secured the services of Charles Pratt, C. E., to survey the lands of N. H. Braddock, for which said Pratt rendered a bill to, and was paid \$12.50 by, the Trustees, instead of doing said surveying himself; whereupon, the Trustees, on considering said explanation, instructed that the amount of \$12.50 paid said Pratt for this service be not deducted from the July salary of H. P. Savage, as previously directed by them.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., July 28, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

Mr. R. J. Bolles, with his attorney, W. S. Jennings, appeared before the Trustees and presented checks payable to the Trustees for \$15,000.00 each, drawn upon the Barnett National Bank and the Florida National Bank, of Jacksonville, Fla., and requested that the Trustees of the Internal Improvement Fund execute releases from a certain mortgage given by Richard J. Bolles to the Trustees

of the Internal Improvement Fund on the 23rd day of December, 1908, said mortgage being recorded on the 1st day of January, 1909, in Book 12, of Mortgages, at page 452 and following, of the public records of Dade County, Florida, the following described lands:

The south half of Section Seven (7), south half of Section Nine (9), south half of Section Eleven (11), all of Sections 13, 15, 17, 19, 21 and 23, north half of Section Twenty-five (25), north half of Section Twenty-seven (27), north half of Section Twenty-nine (29), all in Township Fifty-one (51) South, of Range Thirty-nine (39) East, in Dade County, Florida.

The south half of Section 7, the south half of Section 9, the south half of Section 11, all of Sections 13, 15, 17, 19, 21 and 23, the north half of Section 25, the north half of Section 27, the north half of Section 29, all in Township Fifty-two (52) South, of Range Thirty-nine (39) East.

All of Sections 5, 7, 9, 17, 19, 21, 29, 31 and 33, in Township Fifty-one (51) South, of Range Forty (40) East, all in Dade County, State of Florida.

Also all of Section 19, in Township 50 South, Range 40 East, in Dade County, Florida.

The above amount, together with other amounts previously paid by R. J. Bolles, entitling him to a release of the lands described above under an agreement entered into by said Bolles and the Trustees of the Internal Improvement Fund, whereby the Trustees agreed to release lands from time to time from the mortgage given by said Bolles when said Bolles should have paid a sufficient amount to pay for the lands requested released, at the rate of \$3.00 per acre; it was

ORDERED, That the Trustees execute a release to the lands described above, as requested, and the Secretary was directed to apply the \$30,000.00 paid at this time by said Bolles to the cancellation of a certain drainage note of \$25,000.00 given by said Bolles to the Trustees, due

October 1st, 1910, and credit the remaining \$5,000.00 upon a certain drainage note of \$25,000.00 given by said Bolles to the Trustees, due January 1st, 1911.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 2, 1910.

The Trustees of the Internal Improvement Fund of the State of Florida met in the office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of meetings of July 22nd, 27th and 28th, 1910, were read and approved.

The following bills were read and ordered paid:

J. C. Luning, for services as Secretary month of July, 1910.....	\$	150.00
W. M. McIntosh, Jr., for services as Assistant Secretary, month of July, 1910.....		25.00
Miss Mary Herring, for services as stenographer for month of July, 1910.....		75.00
J. O. Wright, for services as Chief Drainage Engineer for month of July, 1910.....		416.66
John T. Costa, for services as Chief Clerk in Salesman's office for month of July, 1910..		150.00
C. B. Gwynn, for abstracting United States and State entries for month of July, 1910.		125.00
J. M. Dell, for listing United States entries and such other work as required by the Trustees in month of July, 1910.....		125.00

P. F. Jenkins, for services as Superintendent Drainage for month of July, 1910.....	200.00
Western Union Telegraph Co., bill of July, 1910.. .. .	9.28
First National Bank, Tallahassee, Florida, reimbursement for pay-roll for hands connected with drainage operations for July, 1910.. .. .	9,107.18
P. F. Jenkins, expense account as Superintendent of Drainage for July, 1910.....	52.56
H. P. Savage for services as Engineer in Charge of drainage operations at Fort Lauderdale for July, 1910, and for amounts advanced to men on work during July, 1910	173.50
W. L. Null, for services as carpenter, 13 days at \$3.50 per day.....	45.50
D. D. Rawlins, for services as carpenter, 18 days at \$3.50 per day.....	63.00
C. B. Rawlins, for services as Foreman of Carpenters on lock in South Canal, 22 days at \$4.00 per day.....	88.00
Mustler White, for services as carpenter in ship yard and on lock in South Canal, 13 days at \$3.50 per day.....	45.50
Douglas Spiers, for services as carpenter in ship yard and on lock in South Canal, 2 days at \$3.50 per day.....	7.00
L. Boyd, for services as carpenter in ship yard and on lock in South Canal, 4 days at \$3.50 per day	14.00
R. M. Badger, for services as carpenter in ship yard and on lock in South Canal, 15 days at \$3.50 per day	52.50
H. B. Doane, for services as carpenter in ship yard and on lock in South Canal, 15 days at \$3.50 per day.....	52.50

F. L. Craig, for services as carpenter in ship yard and on lock in South Canal 17 days at \$3.00 per day.....	51.00
H. Morgan, for services as caulker in ship yard and on lock in South Canal, 14 days at \$3.50 per day.....	49.00
L. Pallicier, for services as caulker in ship yard and on lock in South Canal, 7 days at \$3.50 per day.....	24.50
F. T. Fisher, for services as carpenter in ship yard and on lock in South Canal, 13 days at \$3.00 per day.....	39.00
L. Boyd, for hire of launch and captain, 17 days at \$5.00 per day.....	85.00
R. C. Hicks, for services for making surveys in month of July, 1910, \$108.87; and for July expense account, \$46.00.....	154.87
J. P. Hyman for services for making surveys in July, 1910.....	52.25
F. J. Allen, Jr., for services in making surveys in month of July, 1910, 23 days at \$2.00 per day	46.00
W. W. Kissick, for services in making surveys during July, 1910, 24 days at \$2.00 per day	48.00
I. T. Stevens, for services in making surveys during July, 1910, 17 days at \$2.00 per day	34.00
John W. Newman, for salary and personal expense account for the month of July, 1910.	202.38
D. C. Burnett, for services of self and launch, at \$5.00 per day, and a drum of gasoline..	127.33
E. Carlton, for services as chief of party, July, 1910	90.00
Burt Croft, for services as chainman and axman in surveying party, 25 days at \$2.00 per day	50.00

Frank Howard, for services as chainman and ax man in surveying party, 19 days at \$2.00 per day	38.00
G. W. Smith, for services as cook for engineering corps at work on Lake Okeechobee, 29 days at \$1.75 per day	50.75
J. W. Carraway, for services of self and launch for 5 days at \$5.00 per day.....	25.00
C. G. Smoak, for services as foreman in replacing lock in South Canal.....	157.50
D. J. Driggers, for services as machinist in placing lock in South Canal, at \$2.25 per day	70.87
P. R. Smoak, for services as laborer in placing lock in South Canal, 31½ days at \$2.00 per day	63.00
Ed. Johnson, for services as laborer in placing lock in South Canal, 22½ days at \$2.00 per day	45.00
Ike Crawford, for services as laborer in placing lock in South Canal, 21 days at \$2.00 per day	42.00
Geo. Jenkins, for services as laborer in placing lock in South Canal, 21 days at \$2.00 per day.....	42.00
Frank Sturgies, for services as laborer in placing lock in South Canal, 21 days at \$2.00 per day.....	42.00
D. T. Armstead, for services as laborer in placing lock in South Canal, 11 days at \$2.25 per day	24.75
Simon Johnson, for services as laborer in placing lock in South Canal, 6½ days at \$2.00 per day	13.00
Will Jones, for services as laborer in placing lock in South Canal 8 days at \$2.00 per day and 6½ days at \$1.75 per day.....	27.37

Jas. Malachi, for services as laborer in placing lock in South Canal, 13 days at \$2.00 per day	26.00
W. M. Bellamy for services as cook for men employed in placing lock in South Canal, 10 days at \$1.33 1-3 per day.....	13.33
H. Bankston, for services as cook for the men employed in placing lock in South Canal, 5 days at \$1.33 1-3 per day.....	6.66
R. M. Badger, for services as carpenter in ship yard and on lock in South Canal $\frac{1}{2}$ day at \$3.50 per day.....	1.75
D. D. Rawlins, for services as carpenter in ship yard and on lock in South Canal, $1\frac{1}{2}$ days at \$3.50 per day.....	5.25
T. J Appleyard, for printing postal cards and second sheets for Land Office.....	6.60
H. E. Ploof Machinery Company, mechanical supplies for use in ship yard in re drainage operations.....	42.93
Tampa Foundry & Machine Company, for mechanical supplies furnished dredges Miami and Caloosahatchee and used in re drainage operations.....	360.15
Reed A. Bryan, for use of launch and lighter account ship yard and lock in canal in re drainage operations	361.00
Florida East Coast Railway Company, for transportation of freight to Miami and Fort Lauderdale in June, 1910, account Trustees in re drainage operations.....	372.34
W. H. Marshall, for use of lighter by P. F. Jenkins, Superintendent of Drainage, off and on from February, 1910 to July, 1910, inclusive, in re drainage operations.....	85.00

Fort Lauderdale Lumber Company, for lumber furnished for building of lock in South Canal	17.35
Stranahan & Company, groceries furnished crew of men employed in placing lock in South Canal in June, 1910.....	211.79
J. W. Watson, for hardware furnished ship yard, for use on launch belonging to Trustees	7.00
C. D. Leffler, for oil furnished dredge Miami in June, 1910.....	16.12
Gilmore & Davis Company, for cabinet for office of Chief Drainage Engineer.....	50.00
D. R. Cox Furniture Company, for furnishings for office Chief Drainage Engineer...	25.87
H. & W. B. Drew Company, office furnishings and supplies for office work of Chief Drainage Engineer.	169.69
E. E. Goodno, ice for dredge Caloosahatchee furnished in June, 1910.....	13.50
J. G. Christopher Company, for mechanical supplies furnished ship yard for use in re drainage operations in May, 1910.....	59.27
The H. E. Heitman Company, for groceries furnished dredge Caloosahatchee in June, 1910.....	28.90
J. O. Wright, reimbursement for freight charges on cabinets for office of Chief Drainage Engineer.....	2.48
Southern Express Company, express charges on materials for use in re drainage operations.....	2.98
I. N. Withers, salary and expense account as State Land Inspecting and Selecting Agent for the month of July, 1910.....	113.92

The Marion Steam Shovel Company, mechanical supplies furnished dredge Caloosahatchee in June, 1910.....	35.77
American Steel and Wire Company, mechanical supplies furnished dredge Caloosahatchee in June, 1910.....	149.18
Furst-Clark Construction Company, amount paid on work done in month of July, 1910, under contract price, for 150,305 cubic yards of material; less \$1,000.00 applied on contract price of boats, barges, etc.....	\$ 14,518.66

The Secretary presented the following letter from Mr. George H. Miles, Vice President of the Florida Coast Line Canal and Transportation Company, in reply to resolutions adopted by the Trustees at a meeting held on the 18th day of July, 1910, in reference to maintaining the proper depths, etc., of their canal:

"St. Augustine, Fla., July 26, 1910.

"J. C. Luning, Esq., Secretary Board of Trustees of the Internal Improvement Fund, Tallahassee, Fla.

"Dear Sir: I beg to acknowledge receipt of your favor of the 21st instant, with enclosed copy of the resolutions of your Board with reference to the condition of the canals at certain specified points in Brevard, Palm Beach and Dade Counties. It is quite true that shoals have formed at the points referred to, and at the present time the directors of the Florida Coast Line Canal and Transportation Company are considering the question of the maintenance of the canals along the entire route of the waterway, which is quite a serious problem. The Canal Company for the past few years has been devoting all of its energies to the construction of the northern division of the waterway, between the St. Johns and the Halifax Rivers, which involved the removal of several millions of cubic yards of material, and this division is now so near completion that boats of reasonable draught can at the

present time leave Jacksonville and run through to Miami via our canal route. The company has four dredges on the northern section of this division of the waterway, viz., the section between the St. Johns River and St. Augustine, and two dredges on the southern section of the same division, viz., that between St. Augustine and the Halifax River. Also a contract for the completion of the work on the latter section has been let to the Eastern Dredging Company, of Boston, and the contractors are now building one large dredge at Jacksonville for this work, and are about to start the construction of another machine. With all of these operations in progress, it is hardly necessary to state that the Canal Company's construction expenses are exceedingly heavy, and, in consequence, in order to save the cost of additional machinery, the directors planned to use, for maintenance purposes, some of the dredges already owned by the company, which are now engaged in construction. I shall, however, at once forward your letter and resolutions to our directors, and shall send you their reply directly it reaches me.

"I should have answered your letter more promptly, but as you will see from the enclosed the envelope was marked 'Missent,' and so delayed in reaching St. Augustine, and when it did arrive I happened to be absent from my office for a couple of days.

"Yours respectfully,

"GEORGE F. MILES, Vice President."

Correspondence with James A. McLean, of DeFuniak Springs, Fla., relative to the matter of perfecting title to the west one-half of Section 26, Township 3 North, Range 19 West, upon which a portion of the City of DeFuniak Springs, Fla., is now located, together with an abstract of title to said lands, was presented to the Trustees for their consideration.

Upon examination of the correspondence and abstract, it was shown that W. J. VanKirk selected the above de-

scribed land and purchased same on Swamp Indemnity Certificate No. 4, issued by the United States Government; that the land had never been deeded to VanKirk, or anyone else, by the Trustees; that VanKirk on the 7th day of May, 1884, deeded said land to the Lake DeFuniak Land Company, and its successors and assigns, as shown by certified copy of deed presented to the Trustees; that the said Lake DeFuniak Land Company subdivided the tract of land and sold some to various parties; that VanKirk has since died, and it being shown to the satisfaction of the Trustees that the said Lake DeFuniak Land Company was an incorporated body, with its charter still in force, and the Trustees having no right to said lands, and not having deeded said lands for the reason that no application for a deed to said lands has been received therefor since receiving a patent for same from the United States Government, the title still remaining in the Trustees, constituting a cloud upon the title to said lands, it was

ORDERED, That a deed be executed to the said Lake DeFuniak Land Company to the west one-half of Section 26, Township 3 North, Range 19 West, W. J. VanKirk, the original purchaser of said land, being dead, in order that the cloud upon the title to these lands, caused by the omission of such deed, may be removed and the deed thereby perfected in the rightful owners, and the Secretary was instructed to communicate such information to the Commissioner of Agriculture, that he may cause such deed to be prepared and executed.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., August 3, 1910.

The Trustees of the Internal Improvement Fund of the State of Florida met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting were read and approved.

Application of Mr. Noble Padgett, of Hollandale, Fla., to purchase the N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 22, Township 51 South, Range 41 East, in lieu of the land in Section 36 of same township and range, which had been deeded to R. P. Davie, at \$1.50 per acre, was presented to the Trustees for their consideration.

The facts in this case showing that Elijah H. Padgett filed claim on March 13, 1896, and February 23, 1898, on N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ and N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 36, Township 51 South, Range 41 East, and transferred same to Noble Padgett; that the improvements on said land consisted of a house, five acres of land cleared and set in small orange and grapefruit trees, avocado pears and guavas, the improvements being on N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of above described land; that the Trustees by mistake having deeded this land to R. P. Davie; that the Trustees had endeavored to exchange with Mr. Davie other lands in lieu of the lands so deeded by mistake, and having failed to perfect the exchange with Mr. Davie, and Mr. Noble Padgett, the owner of the improvements upon said land, having decided to take the N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 22, Township 51 South, Range 41 East, in lieu of the lands containing the improvements deeded to Mr. Davie, the Trustees ordered that said land be sold to Mr. Noble Padgett at the price of \$1.50 per acre in view of the cir-

cumstances connected with the matter, and the Commissioner of Agriculture was requested to have prepared and executed a deed to same.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., August 3, 1910.

The Trustees of the Internal Improvement Fund of the State of Florida met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting were read and approved.

Senator F. M. Hudson, representing the East Coast Fruit and Vegetable Growers' Association, appeared before the Trustees in reference to the matter of having the Florida Coast Line Canal and Transportation Company maintain their canal in the lower portion of the State in a navigable condition, in conformity with the conditions and terms of the charter granted it by the State to construct said canal. After a thorough discussion of the matter the Trustees, recognizing the importance to the people of the lower East Coast of this waterway being maintained in a navigable condition at all times, adopted the following resolutions, authorizing Hon. F. M. Hudson to confer with representatives of the Florida Coast Line Canal and Transportation Company with a view to having the conditions complained of in the canal remedied:

WHEREAS, The Florida Coast Line Canal and Transportation Company, under the terms of its several grants

from the State of Florida, obligated to maintain its canal, as well as to construct the same; and

WHEREAS, It has been called to the attention of this Board that the said canal is not being maintained in proper condition for navigation, in that it is not kept open and clear of obstructions at certain points in Palm Beach and St. Lucie Counties; and

WHEREAS, It is the desire and purpose of this Board to enforce the proper maintenance of said canal; therefore, be it

RESOLVED, That F. M. Hudson be, and he is hereby, authorized to confer with the officers and representatives of said company with a view to securing, if possible, an amicable arrangement which will result in the prompt opening and future maintenance of said canal in such condition as to promote navigation, provided such conference shall be in no respect at the expense of this Board.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., August 11, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting were read and approved.

R. P. and C. B. Clark, representing the Furst-Clark Construction Company, appeared before the Board relative to the valuation placed upon the boats, barges, machinery and supplies for the dredges on hand on the 1st day of July, 1910, and which, under the contract between the Board of Drainage Commissioners and the Trustees

of the Internal Improvement Fund, said Furst-Clark Construction Company were to purchase at a price to be agreed upon as per the conditions of the contract. The Messrs. Clark, upon behalf of the Furst-Clark Construction Company, accepted the valuation placed upon all of said boats, barges, machinery and supplies by the Trustees at a meeting held by the Trustees on July 13, 1910, except the valuation placed upon the three steel boats, "Billie Bowlegs," "Tommie Tigertail" and "Tallahassee," which valuation was reduced to \$2,500.00 from \$3,500.00, and the valuation placed upon one launch, 6x22, 5-horsepower Lozier engine, which was reduced from \$300.00 to \$200.00.

The Board excepted from the list of supplies enumerated on the list of July 13, 1910, Item No. 6, being described on said list as "two pieces $1\frac{1}{2}$ plow-steel wire rope, 360 feet each," upon the representation that said wire rope was at the ship yard and, therefore, under the terms of the contract, went with the dredges purchased of the Trustees.

The Trustees also exempted from said list Item No. 1, under the head of "Boats and Barges," being one 34-foot tug, 24-horsepower, 4-cycle motor, Chief Drainage Engineer Wright stating that said boat was needed by the men who would be in the employ of the Trustees and Board of Drainage Commissioners in the transportation of supplies, etc.

After making the changes and exemptions noted above in the list of boats, barges, machinery and supplies, it was found that the total appraisement amounted to \$14,958.74, and it was agreed by the Trustees and the representatives of the Furst-Clark Construction Company that this amount of \$14,958.74 should be paid by the Furst-Clark Construction Company in payments of \$1,000.00 per month for fourteen months, and the remaining \$958.74 be paid in the fifteenth month from the 1st day of July, 1910, first payment to be made during the month of August, 1910.

A letter was presented from Messrs. McCall & Small, requesting the loan of the abstracts to certain lands in Clay and Putnam Counties, which the Trustees had prepared in the transactions with the Trustees and the Hillman-Sutherland Company relative to lands in the Counties of Clay and Putnam, stating that proper care would be taken of the abstracts and that they would be returned within a short time.

Upon motion, the Commissioner of Agriculture, in whose custody the abstracts were, was requested to forward said abstracts to Messrs. McCall & Small, as requested.

Upon motion, the Secretary was instructed to write Mr. Richard J. Bolles, requesting him to pay one-eighth of the sum owed by him to the Trustees of the Internal Improvement Fund on the 1st day of July, 1910, on account of lands purchased from the Trustees, and other considerations, on the 23rd day of December, 1908, less the sum of \$100,000.00, which said sum of \$100,000.00 is not to be paid until the year 1916, and also less the sum of \$30,000.00 paid by said Bolles to said Trustees on the 28th day of July, 1910. The said \$30,000.00 to be deducted from the one-eighth first payment, which is now due, and that the Secretary is further instructed to hereafter call upon said Bolles for the payment of the one-eighth of the sum due by him, as stated above, on the first day of each and every succeeding quarter until the entire amount due by said Bolles to the Trustees of the Internal Improvement Fund, less the exceptions noted above, shall have been paid. Said payments due at the times stated under an agreement entered into by and between the said Richard J. Bolles and the Trustees of the Internal Improvement Fund on the 7th day of April, 1910.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., August 13, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Minutes of previous meeting were read and approved.

The Trustees, considering the payment of the drainage taxes for the year 1907 and subsequent years, decided that they were not liable for the drainage taxes upon any lands known as the certificated lands, that is to say, lands that the Trustees had given certificates for to parties, thereby certifying to the fact that certain described lands would be deeded by the Trustees when the United States Government issued a patent to said lands to the State, and the Secretary was instructed to notify the Tax Collectors of the several counties wherein the drainage tax district lie of this action for their information.

The Secretary presented a letter from the Furst-Clark Construction Company, requesting permission to insure the dredges "Everglades," "Okeechobee," "Miami" and "Caloosahatchee" in several companies not authorized to do business in this State under the laws of Florida.

The Trustees, considering the matter, decided that they would prefer that the dredges named be insured in companies authorized to do business in this State, and instructed the Secretary to so inform the Furst-Clark Construction Company.

Commissioner of Agriculture presented application of F. F. Bardin, of Lake City, to purchase the N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 2, Township 4 South, Range 18 East, containing 40.02 acres, together with correspondence he had with Mr. Bardin relative to same.

It appearing from the correspondence that the land is low, wet land, with small ponds upon it, and that what little timber there is upon the land is small, the timber

having been cut from the land years ago for sawmill purposes, and the area of cultivatable land being small, the land having been purchased at tax sale a number of years, having been erroneously placed upon the tax books years ago, the Trustees decided to allow Mr. Bardin to purchase above described lands at \$2.00 per acre.

The Commissioner of Agriculture presented the application of Mrs. Mary E. Layton to purchase the unsurveyed portion of the E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$, Section 18, Township 20 South, Range 27 East, containing 13.20 acres, and satisfactory proof being shown to the Board that this was a strip of land lying between the farm of Mrs. Layton and a lake, which had been lowered by the receding of the waters of the lake, and that she had resided upon and cultivated the land upon which she resided, adjacent to this land, for years, and now used a portion of this reclaimed land for a garden, it was ordered that this 13.20 acres of land be sold to Mrs. Layton at the price of \$1.50 per acre.

The Commissioner of Agriculture also presented application of Herbert A. Stevens to purchase the unsurveyed portion of the S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, Section 7, Township 20 South, Range 27 East, containing 14 acres, and the same conditions applying in this case as in the case of Mrs. Mary E. Layton, the Board ordered that this land be sold to Mr. Stevens at the price of \$1.50 per acre.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., August 15, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Minutes of previous meeting were read and approved.

Mr. I. N. Withers, State Land Inspecting and Selecting Agent, presented his report of inspection of lands in Dade and Palm Beach Counties, which was read.

Said report was accepted and ordered recorded in the special book prepared for recording these reports, and Mr. Withers was instructed to inspect the State lands in the Counties of Polk and DeSoto next.

The Trustees, considering the matter of deeding lands to the Florida East Coast Railway Company in settlement of the one-half interest held by said railway company in Certificate No. 13,835, which calls for 134,400 acres of land, said certificate being issued by the Trustees of the Internal Improvement Fund to the Jacksonville, Tampa and Key West Railway Company on December 31, 1888, the former General Counsel of the Trustees and the Attorney General having rendered opinion that they considered the certificate referred to, which is one of the old and prior certificates, valid and binding upon the Trustees, decided to deed to the Florida East Coast Railway Company Townships 55, 57 and 59 South, or so much thereof as it will take to make the one-half of 134,400 acres of land called for by said Certificate No. 13,835. Mr. J. E. Ingraham, Vice President of the Florida East Coast Railway Company, in a letter addressed to the Secretary of the Trustees, dated August 4th, 1910, having expressed a willingness on behalf of his company to accept alternate townships in satisfaction of his road's interest in said certificate, and Secretary was instructed to

so notify Mr. Ingraham, seeing that proper papers would be executed in the transaction, upon an assignment of said certificate to the School Board, said certificate to be held by the School Board on account of obligations due said Board by the Trustees.

The Trustees then adjourned:

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 16, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Minutes of the previous meeting read and approved.

The Secretary presented a letter from Mr. Geo W. Gibbs, Secretary of the Florida Coast Line Canal and Transportation Company addressed to the Comptroller, and by the Comptroller transmitted to the Secretary with the request that the Secretary present same to the Trustees, in which Mr. Gibbs states that Sections 6, 18 and 19, Township 33, Range 39, had been sold for taxes, that this land was included in the escrow deed made by the Trustees to the Florida Coast Line Canal and Transportation Company, which deed had not been delivered to said Canal Company, and requesting that the Comptroller authorize the Clerk of the Court of St. Lucie County, the county in which the land lay, to take the necessary steps for the cancellation of the sale referred to.

The Trustees decided that this was a matter that lay wholly within the control of the Comptroller, and for the

Secretary to return him the papers relating to the matter with such statement.

The list of lands owned by the Trustees in the Drainage District as prepared by the Commissioner of Agriculture by request of the Trustees was presented to the Trustees for their consideration, together with a statement from the Tax Collectors of Osceola, St. Lucie, Lee, DeSoto and Dade Counties.

The lists of the Commissioner of Agriculture showing a difference as to the amount of land owned by the Trustees in some counties from that of some of the Tax Collectors, the Trustees requested the Commissioner of Agriculture and the Secretary to prepare a correct list of the lands owned by the Trustees and upon which they were willing to pay the drainage taxes for the year 1907 and forward same to the Tax Collectors of the counties in which the differences existed, so that the Trustees might be enabled to pay taxes upon the correct description of land upon which the drainage tax was due.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 17, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

Mr. M. S. Knight appeared before the Board and presented the following authority from the Board of County Commissioners of Columbia County, Florida:

"State of Florida,
"Columbia County.

"Whereas, We the Board of County Commissioners of Columbia County, Florida, are informed that there is now in possession of the Trustees of the Internal Improvement Fund of Florida, Columbia County bonds aggregating the sum of \$2,450.00, and that the said bonds have been paid by Columbia County and should have been cancelled, we therefore appoint M. S. Knight our agent to appear before the Trustees of the Internal Improvement Fund and request the return of said bonds to this Board, that they may be dealt with according to law.

"And we further empower M. S. Knight as our agent to represent Columbia County's interest before the Trustees of the Internal Improvement Fund in furtherance of settlement of other bonds now outstanding against Columbia County, which said bonds are now outstanding and have not been paid by Columbia County, aggregating \$10,300.00.

"Done and ordered by the County Commissioners of Columbia County, Florida, this 10th day of August, A. D. 1909.

"E. A. DICKSON, Chairman.

"W. B. BRINKLEY,

"C. W. DOUGLASS,

"S. S. KEEN,

"D. H. HERLONG.

"By the County Commissioners.

"Attest:

"W. J. ROEBUCK, (SEAL)

"Clerk Circuit Court."

Whereupon the Trustees instructed the Secretary to deliver to Mr. M. S. Knight, in accordance with above instructions, the bonds of Columbia County, Florida, now in the custody of the Trustees of the Internal Improvement Fund of the State of Florida.

The Trustees decided that former Trustees having paid to the counties for the retirement of bonds under the Act authorizing the payment more than the 75% of the proceeds from the sale of lands in those counties allowed by the Constitutional provision reserving 25% of the sale of all lands to be paid into the School Fund of the State, that they would have no legal authority to pay any more funds arising from the proceeds of the sale of lands under the Act referred to above.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., August 18, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of meetings of August 16th and 17th, 1910, were read and approved, also financial statement and disbursements for July, 1910, were read and approved, as follows:

Financial Statement for the Month of July, 1910.

Cash on hand July 1, 1910	\$134,997.33
Cash received from sale of lands	141.13
Cash received from Furst-Clark Construction Company, bal- ance premiums on insurance of dredges Everglades, Okee- chobee, Miami and Caloosa- hatchee	984.06

Cash from banks, interest on deposits, for quarter ending June 30, 1910	345.50	
Cash from Exchange National Bank, Tampa, Fla., interest on deposits for quarter ending October 30, 1909.....	22.62	
Cash received from McCall & Small, one-half amount collected as trespass from Webster and Omohundro, on N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 10, Tp. 2 S., R. 23 E.	109.50	
Cash from Cameron & Barkley Co., being refund on over-payment of supplies purchased from them	4.40	
Cash received from R. J. Bolles, being payment of a drainage note due October 1, 1910, and \$5,000.00 paid on a drainage note due January 1, 1911....	30,000.00	
		<u>\$166,604.54</u>
By disbursements in July, 1910.		19,679.77
		<u>\$146,924.77</u>
To balance on hand Aug. 1, 1910		\$146,924.77
Cash in hands of Secretary....\$	600.00	
Cash in hands of Supt. Jenkins.	150.00	
Cash in banks	146,174.77	
		<u>\$146,924.77</u>
Total cash on hand.....		\$146,924.77

Balance in Banks August 1, 1910.

First National Bank, Tallahassee, Fla.....\$	12,918.18
Capital City Bank, Tallahassee, Fla.....	4,068.66
First National Bank, Miami, Fla.....	23,550.79
Bank of Bay Biscayne, Miami, Fla.....	2,326.11

Citizens' Bank and Trust Co., Tampa, Fla. . . .	8,881.09
First National Bank, St. Petersburg, Fla.	5,040.33
Florida National Bank, Jacksonville, Fla.	29,037.57
Exchange National Bank, Tampa, Fla.	10,148.01
Barnett National Bank, Jacksonville, Fla.	50,204.03
	\$146,174.77

Disbursements for the Month of July, 1910.

Date.	Voucher No.	Amount.
July 1	2256—J. C. Luning, services as Secretary for June, 1910.	\$ 150.00
July 1	2257—W. M. McIntosh, Jr., services as Assistant Secretary for June, 1910	25.00
July 1	2258—Miss Mary Herring, services as stenographer for June, 1910	75.00
July 1	2259—J. O. Wright, services as Chief Drainage Engineer for June, 1910	416.66
July 1	2260—John T. Costa, services as chief clerk, Department of Agriculture, for June, 1910.	150.00
July 1	2261—C. B. Gwynn, services in abstracting State and United States entries for June, 1910	125.00
July 1	2262—J. M. Dell, services as clerk for Salesman in Gainesville Land Office, for June, 1910.	125.00
July 1	2263—First National Bank of Tallahassee, reimbursement for drafts paid for pay rolls of the dredges during June, 1910	7,717.73

Date.	Voucher No.	Amount.
July 1	2264—First National Bank of Tallahassee, Fla., for Racine Boat Co., of Racine, Wis., for remaining one-half of the purchase price of boat purchased March 28, 1910.....	820.00
July 19	2265—Southern Express Co.	1.15
July 19	2266—Western Union Telegraph Co.,	15.27
July 19	2267—O. C. Parker, for shelving in Secretary's office	6.50
July 19	2268—Capital Publishing Co., for 2,000 second sheets for Secretary's office	2.60
July 19	2269—J. O. Wright, expenses account trip of inspection in re drainage to Fort Lauderdale and return	86.91
July 19	2270—The Contractor, for printing notice of bid	13.50
July 19	2271—P. F. Jenkins, expense account as Superintendent of Drainage for June, 1910....	125.56
July 19	2272—H. & W. B. Drew Co., for office supplies for use of the Chief Drainage Engineer and Secretary	2.67
July 19	2273—T. Murphy Iron Works, mechanical supplies in re drainage furnished in June, 1910.	618.20
July 19	2274—Remington Typewriter Co., for a No. 10 typewriter and half dozen ribbons for Secretary's office	84.50
July 19	2275—H. G. Wheeler & Co., laundry done for dredge Everglades in June, 1910	7.08

Date.	Voucher No.	Amount.
July 19	2276—Z. T. Merritt, Clerk Circuit Court, Dade County, for recording mortgage from Bolles to I. I. Fund.....	2.55
July 19	2277—John Seybold, for bread furnished dredge Miami.....	1.85
July 19	2278—T. C. Moody, for wood furnished ship yard	182.00
July 19	2279—Robert A. Henderson, for groceries furnished dredge Caloosahatchee	25.35
July 19	2280—LaBelle Mercantile Co., for groceries furnished dredge Caloosahatchee in June, 1910	32.60
July 19	2281—M. E. Forrey, for amount paid laborers account of Trustees for work done in re drainage	9.00
July 19	2282—W. A. Messer, for beef furnished dredge Caloosahatchee in June, 1910.....	34.48
July 19	2283—Menge Bros., transportation of freight for dredge Caloosahatchee in June, 1910....	25.71
July 19	2284—A. W. Shackelford, for hauling supplies to be used in re drainage operations	27.83
July 19	2285—Stranahan & Co., groceries for use on dredges Everglades and Okeechobee and in ship yard	293.03
July 19	2286—Frank T. Budge, for tents and mechanical supplies furnished dredges Okeechobee and Miami and the ship yard....	79.50

Date.	Voucher No.	Amount.
July 19	2287—Julius Smith, stationers' supplies for Superintendent's office	1.25
July 19	2288—Florida East Coast Ice Co., for ice furnished dredge Miami	24.00
July 19	2289—T. A. Feaster, for meats furnished dredges Miami, Everglades and Okeechobee in June, 1910	80.99
July 19	2290—J. G. Christopher Co., mechanical supplies for ship yard	182.79
July 19	2291—American Steel and Wire Co., for Monitor steel hoisting rope for dredge Miami..	26.70
July 19	2292—Lummus & Sewell, for dynamite and fuse for use on the dredges Okeechobee and Miami	2,157.50
July 19	2293—Miami Fish Co., fish for table use on dredge Miami.....	7.20
July 19	2294—Miami Water Co., repairs on voltmeter on dredge Okeechobee	12.83
July 19	2295—J. J. Hurd, wood furnished dredge Miami and ship yard	252.50
July 19	2296—T. A. Bass, rent of gasoline launch for trip to Three-Mile Canal with 15 drums of gasoline	20.00
July 19	2297—A. E. Raymond & Co., batteries furnished dredge Caloosahatchee	7.20
July 19	2298—M. J. Yarborough, use of 20 jackscrews and freight on same one way	31.80

Date.	Voucher No.	Amount.
July 19	2299—E. R. Koile, supplies and labor furnished ship yard	4.25
July 19	2300—J. S. Lang, wood for use in re drainage operations.	73.42
July 19	2301—John W. Fraser, groceries furnished dredge Caloosahatchee	75.15
July 19	2302—First National Bank of Miami, for J. W. Watson, account hardware and wood furnished dredge Miami and ship yard	202.74
July 19	2303—E. H. Eubanks, for hardware furnished dredge Caloosahatchee	3.60
July 19	2304—Hendry & Hill, bolts for the dredge Caloosahatchee	2.25
July 19	2305—The McCrimmon Co., lumber for ship yard	94.35
July 19	2306—C. D. Leffler, for oil, gasoline, etc., furnished dredge Miami and ship yard.	163.31
July 19	2307—W. I. Huffstetler, for machinist's labor and supplies, furnished dredge Miami and ship yard in re drainage.	150.95
July 19	2308—Standard Oil Co., for oil, gasoline, etc., furnished the dredge Caloosahatchee in April and May	120.90
July 19	2309—Miami Grocery Co., for groceries furnished the dredges Miami, Okeechobee and Everglades in June, 1910.	634.42

Date.	Voucher No.	Amount.
July 19	2310—Tampa Foundry and Machine Co., for mechanical supplies furnished dredge Caloosahatchee in June, 1910.....	91.98
July 19	2311—Featherstone Foundry & Machine Co., mechanical supplies furnished in June, 1910 and used in re drainage operations of the Trustees....	1,957.26
July 19	2312—C. H. Lyne Foundry & Machine Co., for machinist's work and materials furnished dredges Miami and Okeechobee and the ship yard in June, 1910, in re drainage	1,074.43
July 19	2313—New River Transportation Co., for use of launch and barge in re drainage operations	527.00
July 10	2314—Charles Pratt, C. E., for survey and plat of the N. H. Braddock tract, for use of the Trustees	12.50
July 19	2315—Georgia Supply Co., mechanical materials furnished the dredge Okeechobee in June, 1910, for use in re drainage operations	20.70
July 19	2316—Standard Fuel Supply Co., coal furnished the ship yard.	16.00
July 19	2317—Morse Twist Drill and Machine Co., for mechanical supplies furnished dredge Miami	5.43

Date.	Voucher No.	Amount.
July 19	2318—Cameron & Barkley Co., for mechanical supplies furnished the dredge Caloosahatchee	77.31
July 19	2319—J. A. McDonald Co., for lumber furnished and used by the dredge Miami, and also in making the fifteen-mile survey west from that dredge in October, 1909, but for some reason the bill was not presented until May 31, 1910	72.03
July 10	2320—The Marion Steam Shovel Co., for mechanical supplies furnished the dredge Caloosahatchee in May and June, 1910, and used in re drainage operations	111.90
July 19	2321—The H. E. Ploof Machinery Co., for one barrel of naval pitch for use in ship yard...	5.75
July 20	2322—W. V. Knott, expense of trip of inspection in re drainage operations at Fort Lauderdale and return	45.60
July 26	2323—Park Trammell, expense of trip of inspection in re drainage operations to Fort Lauderdale and return.....	49.55
		\$ 19,679.77

The Secretary reported that in accordance with instructions of the Trustees he had delivered to Mr. M. S. Knight, as authorized agent of the Board of County Commission-

ers of Columbia County, Florida, Columbia County bonds Nos. 59, 67, 75, 77, 79, 80 and 207, and taken from him the following receipt therefor:

"Tallahassee, Fla., August 18, 1910.

"Received of J. C. Luning, Secretary of the Trustees of the Internal Improvement Fund of the State of Florida, the following bonds of County of Columbia, State of Florida, in compliance with the above instructions of the Board of County Commissioners of Columbia County, Florida:

"Bond No. 59, for \$1,000.00, issued 1st day of July, 1881.
 Bond No. 67, for 500.00, issued 1st day of July, 1881.
 Bond No. 75, for 250.00, issued 1st day of July, 1881.
 Bond No. 77, for 250.00, issued 1st day of July, 1881.
 Bond No. 79, for 100.00, issued 1st day of July, 1881.
 Bond No. 80, for 100.00, issued 1st day of July, 1881.
 Bond No. 207, for 250.00, issued 1st day of July, 1881.

"(Signed) M. S. KNIGHT,

"Authorized Agent of the Board of County Commissioners of Columbia County, Florida, to receive and receipt for said bonds."

The Trustees, considering the advisability of placing upon the market some of the lands owned by them in the Everglades Drainage District, decided to offer the following described lands for sale under the following notice:

"Notice of Sale of Lands of the Trustees of the Internal Improvement Fund of the State of Florida.

"Notice is hereby given that the Trustees of the Internal Improvement Fund of the State of Florida will receive bids from the date of the first publication of this notice until 10:00 o'clock a. m. of October the 20th, 1910, for the following described lands:

"Tract A, composed of Sections 26, 28, 30, 32, 34 and 36, Township 47 South, Range 40 East, containing 3,840 acres.

"Tract B, composed of Sections 26, 28, 30, 32, 34 and 36, Township 47 South, Range 41 East, containing 3,840 acres.

"Tract C, composed of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36, Township 48 South, Range 40 East, containing 10,880 acres.

"Tract D, composed of Sections 2, 4, 6, 8, 10, 14, 18, 20, 22, 28, 30, 32 and 34, Township 48 South, Range 41 East, containing 8,320 acres.

"Tract E, composed of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22 and 24, Township 49 South, Range 40 East, containing 7,040 acres.

"Tract F, composed of Sections 6, 18 and 20, Township 49 South, Range 41 East, containing 1,920 acres.

"Tract G, composed of Sections 4, 6, 8, 18, 20, 28, 30 and 32, Township 51 South, Range 40 East, containing 5,120 acres.

"Tract H, composed of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 34 and 36, Township 52 South, Range 40 East, containing 9,600 acres.

"Bids will be received for the above described lands as a whole, for any one or more of the tracts, or for any particular section of Tract F, at the time stated in this notice, either for cash or upon terms of one-fifth cash, the remainder of the purchase price to be paid for in six, twelve, eighteen and twenty-four months from date of purchase, with interest at the rate of 6 per cent. per annum upon the deferred payments.

"If sales are made upon the installment plan, the purchaser shall be given a contract for deed, which contract shall provide that after the second installment has been paid the purchaser shall have the privilege of having deeded to him in tracts of not less than one or more sections an acreage not exceeding 75 per cent. of the acreage which has been fully paid for at the agreed price.

"A certified check for the sum of 5 per cent. of the amount of each bid submitted must accompany the bid,

the check made payable to W. V. Knott, State Treasurer, which check shall be forfeited in case the party or parties submitting the bid shall fail to comply with the conditions called for by the bid. Said check to apply upon the first payment of the successful bidder or bidders. The checks of unsuccessful bidders to be returned to them immediately after the decision of the Trustees as to the acceptance of the bids submitted.

"All bids must be sealed and addressed to Albert W. Gilchrist, Governor, Tallahassee, Fla., marked 'Bid for State Lands,' and must be received by the Governor of the State not later than 10:00 o'clock a. m., October 20th, 1910.

"The right to reject any or all bids reserved.

"By order of the Trustees of the Internal Improvement Fund of the State of Florida.

"ALBERT W. GILCHRIST, Governor.

"J. C. LUNING, Secretary."

The Secretary presented a list of bonds issued by the Florida, Atlantic and Gulf Central Railroad Company and the Florida Railroad Company under and in pursuance of the Act of 1855, Chapter 610, of the Laws of Florida, entitled "An Act to Provide for and Encourage a Liberal System of Internal Improvements in this State," amounting to \$89,000.00, which had been paid by the Trustees of the Internal Improvement Fund, and it appearing that the payment of such bonds had not been entered of record in the Minutes of the Trustees, nor the bonds cancelled, the Trustees ordered that the bonds be cancelled and the Secretary was instructed to record the fact, giving the number of the bond, date of issue, and to note the fact also of those bonds containing interest coupons, giving the number of interest coupons and the rate of interest thereon.

In compliance with said order the following bonds were

cancelled in the presence of all the Trustees in attendance upon the meeting:

No. 144—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	\$ 1,000.00
No. 145—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	1,000.00
No. 146—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	1,000.00
No. 147—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	1,000.00
No. 326—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	1,000.00
No. 327—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	1,000.00
No. 433—Florida, Atlantic and Gulf Central Railroad Company, issued first day of September, 1857.....	1,000.00
No. 91—Florida Railroad Company, issued the first day of March, 1856, with 13 interest bearing coupons attached, at rate of 7 per cent. per annum, payable semi-annually...	1,000.00
No. 92—Florida Railroad Company, issued the first day of March 1856, with 13 interest bearing coupons attached at rate of 7 per cent. per annum, payable semi-annually...	1,000.00

No. 93—	Florida Railroad Company, issued the first day of March, 1856, with 15 interest bearing coupons at the rate of 7 per cent. per annum attached, payable semi-annually...	1,000.00
No. 94—	Florida Railroad Company, issued the first day of March, 1856, with 15 interest bearing coupons at the rate of 7 per cent. per annum attached, payable semi-annually...	1,000.00
No. 95—	Florida Railroad Company, issued the first day of March, 1856, with 13 interest bearing coupons attached, at the rate of 7 per cent per annum attached, payable semi-annually	1,000.00
No. 254—	Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at the rate of 7 per cent per annum, payable semi-annually, attached.....	1,000.00
No. 255—	Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 256—	Florida Railroad Company, issued the first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 257—	Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum attached, payable semi-annually	1,000.00

No. 258—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 259—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 260—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 341—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached... ..	1,000.00
No. 342—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 343—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons, at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 455—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached... ..	1,000.00

No. 456—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum payable semi-annually, attached.....	1,000.00
No. 499—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons, at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 623—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 668—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons, at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 699—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 716—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 717—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00

No. 718—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 719—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 720—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 721—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 722—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 723—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 724—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00

No. 725—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 904—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 905—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 906—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 907—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 908—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 909—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent per annum, payable semi-annually, attached....	1,000.00

No. 910—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 911—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 912—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 913—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 914—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons, at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 915—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 916—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00

No. 917—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 918—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 919—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 920—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 921—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 922—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 923—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00

No. 924—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 925—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 926—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 927—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 928—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached... ..	1,000.00
No. 1048—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1049—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1050—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1051—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1052—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1053—Florida Railroad Company, issued first day of March, 1856.....	1,000.00

No. 1054—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1055—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1056—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1057—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1058—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1075—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1080—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached..	1,000.00
No. 1082—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 1083—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached....	1,000.00
No. 1084—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 1085—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00

No. 1086—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 1089—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 1096—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
No. 1097—Florida Railroad Company, issued first day of March, 1856, with 15 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached	1,000.00
No. 1233—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1234—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1235—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1240—Florida Railroad Company, issued first day of March, 1856.....	1,000.00
No. 1599—Florida Railroad Company, issued first day of March, 1856, with 13 interest bearing coupons at 7 per cent. per annum, payable semi-annually, attached.....	1,000.00
	<u>\$89,000.00</u>

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., August 22, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

The Secretary presented a list of the lands owned by the Trustees in the several counties of the Drainage District, as shown by the records in the Land Department of the office of the Commissioner of Agriculture of the State, upon which drainage taxes are to be paid for the year 1907.

The Secretary was instructed to transmit the list of lands so furnished by the Commissioner of Agriculture to the Comptroller, with a request that he transmit same, or a copy thereof, to the Tax Collectors of the several counties in the Drainage District in which the lands described in the lists lie, with such information as will enable them to furnish the Trustees with a statement for drainage taxes due by them in the Drainage District for the year 1907 as will enable the Trustees to pay the taxes upon the lands only upon which they are justly entitled to pay.

The Secretary was instructed to communicate with Mr. George W. Gibbs, Secretary of the Florida Coast Line Canal and Transportation Company, informing him that the Trustees of the Internal Improvement Fund declined to pay the taxes upon the lands in the Drainage District contained in the deeds executed by the Trustees to said Canal Company on December 1st, 1906, said deeds now being in the Barnett National Bank, of Jacksonville, Fla., in escrow, the Trustees feeling that the deeds being in escrow prevent them from having any control over or disposition of said lands, being a virtual deed to the lands in

case the terms of the escrow are complied with, that the failure of the Canal Company to fulfill its first contract with the Trustees has been the means of keeping these lands off the tax books of the State and of the county in which they lay for years.

The Trustees assume that the Florida Coast Line Canal and Transportation Company will faithfully execute its present contract with the Trustees, when the deeds to the lands now held in escrow will be delivered to them. Should, however, the Canal Company not comply with the terms of the present contract, and the lands thereby revert to the Trustees, they (the Trustees) will feel obligated in that event to refund to the Canal Company the amount paid by them for drainage taxes on these lands.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., August 25, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

The Trustees, considering the matter of the payment of the drainage tax upon lands owned by them in the Drainage District, decided that they would pay said tax for both the years 1907 and 1908, and instructed the Secretary to request the Commissioner of Agriculture to have prepared a list of the lands owned by the Trustees assessable for the drainage tax of 1908, and for the Secre-

tary to furnish the Comptroller with such list with a request that the Comptroller send same to the Tax Collectors of the counties in which the lands lie, requesting the said Tax Collectors to send the Secretary a statement of the amount of drainage tax due by the Trustees for the year 1908.

Bill of J. A. Dann, of Miami, Fla., for \$10.00, for 125 pounds of iron, and bill of Florida East Coast Railway Company for 84 cents, for freight, was ordered paid.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., August 26, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

The Secretary presented a check from R. J. Bolles, made payable to W. V. Knott, Treasurer, for the account of the Trustees, for the sum of \$50,625.00, together with a request that the Trustees execute a release from a certain mortgage given by Richard J. Bolles to the Trustees of the Internal Improvement Fund on the 23rd day of December, 1908, said mortgage being recorded on the 1st day of January, 1909, in Book 12, of Mortgages, at page 452 and following, of the public records of Dade County, Florida, to the following described lands:

Sections One (1), Eleven (11) and Thirty-one (31), in

Township Fifty (50) South, of Range Forty-one (41) East.

Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Seventeen (17), Twenty-one (21), all of Twenty-three (23), except the southeast quarter of the southwest quarter; all of Twenty-five, except the northwest quarter of the northeast quarter, all of Sections Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35), in Township Fifty (50) South, of Range Forty (40) East.

Sections One (1), Eleven (11), Thirteen (13), Twenty-three (23), north one-half of Twenty-five (25), and the north one-half of Twenty-seven (27), in Township Fifty (50) South, of Range Thirty-nine (39) East, all situate, lying and being in the County of Dade, State of Florida.

The above amount paid entitling R. J. Bolles to a release of the lands described above, which aggregate 15,920 acres under an agreement entered into by said Bolles and the Trustees of the Internal Improvement Fund, whereby the Trustees agreed to release lands from the mortgage given by Bolles, described above, when said Bolles shall have paid a sufficient amount to pay for the lands requested released at the rate of \$3.00 per acre.

The Secretary reporting that he had checked the land over and found that the land requested released was a portion of the lands named in the Agreement of Sale between the Trustees and R. J. Bolles, and still covered by the mortgage executed by said Bolles to the Trustees, the Trustees ordered that a release to the lands described above, requested released, be executed and mailed to Mr. R. J. Bolles.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 30, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

The Attorney General presented the following telegram from W. S. Jennings:

"Jacksonville, Florida, Aug. 29, 1910.

"Hon. Park Trammell, Attorney General, Tallahassee, Florida.

"Parties insist that Trustees are liable for drainage taxes 1907 on certificated lands and that resolution violates drainage contract by refusal. If you can come here for conference Tuesday or Wednesday prolonged litigation may be avoided.

"W. S. JENNINGS."

After a discussion of the matter referred to in above telegram the Attorney General was requested to go to Jacksonville for a conference with the parties referred to.

The report of I. N. Withers, State Land Inspecting and Selecting Agent, upon the lands owned by the State in Walton County, was read, adopted and ordered recorded in the special book prepared for recording these reports.

The Secretary was instructed to draw a check payable to W. V. Knott, Treasurer, for the State School Board, for the sum of \$5,000.00, this amount to be paid on account of the constitutional provision requiring 25%

of the proceeds of all public lands to be paid to the State School Fund.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 31, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

The Secretary presented a letter from Mr. Henry G. Ralston of the Everglade Land Sales Company, accompanied with a plat and field notes of a survey of Section 36, Township 50 South, Range 38 East, requesting that the Board authorize said survey and the establishment by his Company of the Northeast corner of Section 36, Township 50 South, Range 38 East, official.

The Trustees directed the Secretary to write to Mr. Ralston that for the reasons previously written him they could not recognize the survey referred to, but that if his surveyors were careful to get his starting point from a point located by a Government survey and were careful and accurate with their work that his company need not fear but what the corners established by such a survey would be correct, but, that they would have to decline to give official endorsement to any survey not made by them or under their direction and supervision.

The Secretary presented a bill of Mr. J. W. Sewell for

\$16.05 for damages claimed to have been done his boat while at the dock at Fort Myers by the "Tallahassee," owned by the Trustees. The Secretary also presented a letter from Mr. John W. Newman, engineer in charge of the work on the Caloosahatchee, in reference to the matter, in which Mr. Newman expressed the opinion that the claim for damages was excessive.

The Secretary was instructed to write Mr. Sewell in reference to the matter, giving him the facts as ascertained by them relative to the amount of damage done.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, September 2, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting were read and approved.

After due consideration the Trustees passed the following resolutions:

Whereas, At a conference of the parties litigant in the matter of Drainage Taxes within the Drainage District established by the Legislature of Florida in 1907 and the Trustees of the Internal Improvement Fund of Florida it was agreed by the complainants in such litigation that upon the performance of certain conditions by the said Trustees that the said litigant complainants would with-

draw their suits in the United States Courts resisting the payment of the Drainage Taxes and would pay such Drainage Taxes on their lands as were properly due under said Drainage Statute; and

Whereas, The Trustees at a meeting held on the 13th day of August, 1910, did pass a resolution declaring that the tax on certificated lands was properly due and payable by those who at a subsequent time acquired title to said lands by deed from the Trustees and that they declined to pay such taxes; and

Whereas, At a conference held in Jacksonville on the 29th day of August, 1910, between the Attorney General of Florida and the legal representatives of said complainant litigants at the request of the Trustees, it developed that there was undoubtedly a misunderstanding of the intent of the said agreement to place the responsibility of the said taxes upon the said complainant litigants, and all precedent contentions of the Trustees and the revenue statutes of the State of Florida making taxes assessable as of ownership of the first day of January, tends to confirm their view of the intent of the said agreement; therefore,

Be it Resolved, That the said resolution of the 13th day of August, 1910, of the said Trustees, is hereby rescinded and revoked, and that the Trustees will pay the said Drainage Taxes upon all lands in the Drainage District not deeded prior to the first day of January, 1907, except where otherwise specifically agreed upon. Further

Resolved, That the Secretary of the Trustees of the Internal Improvement Fund of Florida is hereby instructed to furnish the Comptroller with as many copies of this resolution as he may require for sending out to those interested.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., September 9, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Upon motion, A. C. Croom was elected Chairman.

Minutes of August 31 and September 2, 1910, were read and approved.

Financial statement and disbursements for the month of August, 1910, was read and approved.

Financial Statement for the Mouth of August, 1910.

To cash on hand Aug. 1, 1910..	\$146,924.77	
To cash received from sale of land	240.80	
To cash received from P. F. Jenkins, reimbursement for amount overpaid J. A. Curry, laborer on dredge	1.00	
To amount received from R. J. Bolles, being \$20,000.00, balance due on drainage note due Jan. 1, 1911, and \$30,625.00 due on note for purchase of land due Jan. 1, 1911	50,625.00	
	<hr/>	\$197,791.57
By disbursements in August, 1910		34,386.16
		<hr/>
		\$163,405.41

Distributed as follows:

Cash and cash items in hands of Secretary	\$ 750.00	
Cash in banks	162,655.41	
	<hr/>	\$163,405.41

Balances in Bank September 1, 1910.

Capital City Bank, Tallahassee, Fla.....	\$ 4,068.66
First National Bank, Tallahassee, Fla.....	12,078.66
First National Bank, Miami, Fla.....	23,550.79
Bank of Bay Biscayne, Miami, Fla.....	2,326.11
Citizens' Bank and Trust Co., Tampa, Fla....	8,881.09
First National Bank, St. Petersburg, Fla....	5,040.33
Florida National Bank, Jacksonville, Fla....	29,037.57
Exchange National Bank, Tampa, Fla.....	10,148.01
Barnett National Bank, Jacksonville, Fla....	67,524.19

\$162,655.41

Disbursements for the Month of August, 1910.

Date.	Voucher No.	Amount.
Aug. 1	2324—J. C. Luning, services as Secretary, July, 1910	\$ 150.00
Aug. 1	2325—W. M. McIntosh, Jr., services as Assistant Secretary, for July, 1910	25.00
Aug. 1	2326—Miss Mary Herring, services as stenographer to the Secretary, July, 1910	75.00
Aug. 1	2327—J. O. Wright, services as the Chief Drainage Engineer for Board of Drainage Commissioners, July, 1910.....	416.66
Aug. 1	2328—John T. Costa, services as chief clerk in Salesman's office, July, 1910	150.00
Aug. 1	2329—C. B. Gwynn, services in abstracting United States and State entries, July, 1910....	125.00
Aug. 1	2330—J. M. Dell, services listing United States entries and such other work in Gainesville Land Office required by Trustees, in July, 1910..	125.00

Date.	Voucher No.	Amount.
Aug. 1	2331—P. F. Jenkins, salary as Superintendent of Drainage for the Drainage Commissioners for July, 1910.....	200.00
Aug. 1	2332—Western Union Telegraph Co., telegrams for Drainage Board	9.28
Aug. 1	2333—First National Bank, Tallahassee, Fla., reimbursement for pay roll for hands account Board of Drainage Commissioners in re drainage	9,107.18
Aug. 3	2334—P. F. Jenkins, expense account as Superintendent of Drainage for July, 1910, account Board of Drainage Commissioners	52.56
Aug. 3	2335—H. P. Savage, salary as Engineer in charge of drainage operations at Fort Lauderdale, July, 1910, and for amounts advanced to men on work during July, 1910, account Board of Drainage Commissioners	173.50
Aug. 3	2336—W. L. Null, services as carpenter, account Board of Drainage Commissioners, 13 days at \$3.50 per day.....	45.50
Aug. 4	2337—D. D. Rawlins, services as carpenter, account Board of Drainage Commissioners, 18 days at \$3.50 per day.....	63.00

Date.	Voucher No.	Amount.
Aug. 4	2338—C. B. Rawlins, services as foreman of carpenters, account Board of Drainage Commissioners, 22 days at \$4.00 per day	88.00
Aug. 4	2339—Musiler White, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 13 days at \$3.50 per day	45.50
Aug. 4	2340—Douglas Spiers, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 2 days at \$3.50 per day	7.00
Aug. 4	2341—L. Boyd, services as carpenter in ship yard and on lock in South Canal, account of Board of Drainage Commissioners, 4 days at \$3.50 per day	14.00
Aug. 4	2342—R. M. Badger, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 15 days at \$3.50 per day	52.50
Aug. 4	2343—H. B. Doane, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 15 days at \$3.50 per day	52.50

Date.	Voucher No.	Amount.
Aug. 4	2344—F. L. Craig, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 17 days at 3.00 per day	51.00
Aug. 4	2345—H. Morgan, services as a caulker in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 14 days at \$3.50 per day	49.00
Aug. 4	2346—L. Pallicier, services as a caulker in ship yard and on lock in South canal, account Board of Drainage Commissioners, 7 days at \$3.50 per day	24.50
Aug. 4	2347—F. T. Fisher, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 13 days at \$3.00 per day	39.00
Aug. 4	2348—L. Boyd, hire of launch and captain, account Board of Drainage Commissioners, 17 days at \$5.00 per day.....	85.00
Aug. 4	2349—R. C. Hicks, services in making surveys in the month of July, 1910, expense account, account Board of Drainage Commissioners	154.87

Date.	Voucher No.	Amount.
Aug. 4	2350—J. P. Hyman, services in making surveys in July, 1910, account of Board of Drainage Commissioners...	52.25
Aug. 4	2350—F. J. Allen, services in making surveys in July, 1910, account Board of Drainage Commissioners, 23 days at \$2.00 per day	46.00
Aug. 4	2351—W. W. Kissick, services in making surveys in July, 1910, account of Board of Drainage Commissioners, 24 days at \$2.00 per day.....	48.00
Aug. 4	2352—I. T. Stevens, services in making surveys in July, 1910, account Board of Drainage Commissioners, 17 days at \$2.00 per day.....	34.00
Aug. 4	2353—John W. Newman, salary and personal expenses for July, 1910, in employ of the Board of Drainage Commissioners	202.38
Aug. 4	2354—D. C. Burnett, services of self and launch at \$5.00 per day and a drum of gasoline, account Board of Drainage Commissioners	127.33
Aug. 4	2355—E. Carlton, services as chief of party, July, 1910, account Board of Drainage Commissioners	90.00

Date.	Voucher No.	Amount.
Aug. 4	2356--Burt Croft, services as chainman and axeman in surveying party, account Board of Drainage Commissioners, 25 days at \$2.00 per day.....	50.00
Aug. 4	2357—Frank Howard, services as chainman and axeman in surveying party, account of Drainage Commissioners, 19 days at \$2.00 per day.....	38.00
Aug. 4	2358—G. W. Smith, services as cook for the engineering corps at work on Lake Okeechobee, account Board of Drainage Commissioners, 29 days at \$1.75 per day	50.75
Aug. 4	2359—J. W. Carraway, services of self and launch, account of Board of Drainage Commissioners, 5 days at \$5.00 per day	25.00
Aug. 4	2360—C. G. Smoak, services as foreman, account of Board of Drainage Commissioners, in placing lock in South Canal	157.50
Aug. 4	2361—D. J. Driggers, services as machinist, account Board of Drainage Commissioners, in placing lock in South Canal, at \$2.25 per day	70.87
Aug. 4	2362—P. R. Smoak, services as laborer, account of Board of Drainage Commissioners, in placing lock in South Canal	63.00

Date.	Voucher No.	Amount.
Aug. 4	2363—Ed Johnson, services as laborer, account of Board of Drainage Commissioners, in placing lock in South Canal, 22½ days at \$2.00 per day..	45.00
Aug. 4	2364—Ike Crawford, services as laborer, account of Board of Drainage Commissioners, in placing lock in South Canal	42.00
Aug. 4	2365—Geo. Jenkins, services as laborer, account of Drainage Commissioners, in placing lock in South Canal, 21 days at \$2.00 per day	42.00
Aug. 4	2366—Frank Sturgies, services as laborer, account Board of Drainage Commissioners, in placing lock in South Canal, 21 days at \$2.00 per day...	42.00
Aug. 4	2367—D. T. Armstead, services as laborer, account Board of Drainage Commissioners, in placing lock in South Canal	24.75
Aug. 4	2368—Simon Johnson, services as laborer, account Board of Drainage Commissioners, in placing lock in South Canal	13.00
Aug. 4	2369—Will Jones, services as laborer, account of Board of Drainage Commissioners, in placing lock in South Canal	27.37
Aug. 4	2370—James Malachi, services as laborer, account Board of Drainage Commissioners, in placing lock in South Canal	26.00

Date.	Voucher No.	Amount.
Aug. 4	2371—W. M. Bellamy, services as cook, account of Board of Drainage Commissioners, for men employed in placing the lock in South Canal, 10 days at \$1.33 1-3 per day.....	13.33
Aug. 4	2372—H. Bankston, services as cook, account Board of Drainage Commissioners, for men employed in placing lock in the South Canal, 5 days at \$1.33 1-3 per day	6.66
Aug. 4	2373—R. M. Badger, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, half-day at \$3.50 per day	1.75
Aug. 4	2374—D. D. Rawlins, services as carpenter in ship yard and on lock in South Canal, account Board of Drainage Commissioners, 1½ days at \$3.50 per day	5.25
Aug. 4	2375—T. J. Appleyard, postal cards and second sheets for Land Office	6.60
Aug. 4	2376—H. E. Ploof Machinery Co., mechanical supplies for use in ship yard and drainage operations, account Board of Drainage Commissioners.	42.93

Date.	Voucher No.	Amount.
Aug. 4	2377—Tampa Foundry & Machine Co., mechanical supplies furnished dredges Miami and Caloosahatchee, account of Board of Drainage Commissioners	360.15
Aug. 4	2378—Reed A. Bryan, for use of launch and lighter in ship yard and lock in the South Canal, account of Board of Drainage Commissioners....	361.00
Aug. 4	2379—Florida East Coast Railway Co., for transportation of freight to Miami and Fort Lauderdale in June, 1910, account Board of Drainage Commissioners	372.34
Aug. 4	2380—W. H. Marshall, for use of a lighter by P. F. Jenkins, Superintendent of Drainage, off and on from February, 1910, to July, 1910, inclusive, account of Board of Drainage Commissioners...	85.00
Aug. 4	2381—Fort Lauderdale Lumber Co., lumber furnished for building lock in South Canal, account of Board of Drainage Commissioners	17.35
Aug. 4	2382—Stranahan & Co., groceries furnished crew of men employed in placing lock in the South Canal in June, 1910, account Board of Drainage Commissioners	211.79

Date.	Voucher.	Amount.
Aug. 4	2383—J. W. Watson, hardware furnished ship yard for use on launch, account Board of Drainage Commissioners ...	7.00
Aug. 4	2384—C. D. Leffler, for oil furnished the dredge Miami in June, 1910, account Board of Drainage Commissioners	16.12
Aug. 4	2385—Gilmore & Davis Co., cabinet for office Chief Drainage Engineer, account Board of Drainage Commissioners...	50.00
Aug. 4	2386—D. R. Cox Furniture Co., furnishings for office of the Chief Drainage Engineer, account of Board of Drainage Commissioners	25.87
Aug. 4	2387—H. & W. B. Drew Co., office furnishings and office supplies for Chief Drainage Engineer, account of Board of Drainage Commissioners...	169.69
Aug. 4	2388—E. E. Goodno, ice furnished dredge Caloosahatchee in June, 1910, account Board of Drainage Commissioners.	13.50
Aug. 4	2389—J. G. Christopher Co., mechanical supplies furnished ship yard in May, 1910, account of Board of Drainage Commissioners	59.27
Aug. 4	2390—The H. E. Heitman Co., for groceries furnished dredge Caloosahatchee in June, 1910, account of Board of Drainage Commissioners...	28.90

Date.	Voucher.	Amount.
Aug. 4	2391—J. O. Wright, reimbursement for freight charges paid on cabinets bought for office of Chief Drainage Engineer, account of Board of Drainage Commissioners	2.40
Aug. 4	2392—Southern Express Co., for express charges on materials for use in drainage operations, account of Board of Drainage Commissioners...	2.98
Aug. 12	2393—I. N. Withers, salary and expense account as State Land Inspecting and Selecting Agent for July, 1910.....	113.92
Aug. 13	2394—The Marion Steam Shovel Co., mechanical supplies furnished the dredge Caloosahatchee in June, 1910, account of Board of Drainage Commissioners	35.77
Aug. 13	2395—American Steel & Wire Co., mechanical supplies furnished the dredge Caloosahatchee in June, 1910, account Board of Drainage Commissioners	149.18
Aug. 15	2396—Furst-Clark Construction Co., amount paid on work done in July, 1910, under contract price, for 150,305 cubic yards of material, less \$1,000.00 applied on contract price of boats, barges, etc., account of Board of Drainage Commissioners...	14,518.66

Date.	Voucher No.	Amount.
Aug. 19	2397—Simon Johnson, services as laborer, account Board of Drainage Commissioners...	11.00
Aug. 30	2398—W. V. Knott, Treasurer of State School Fund.....	5,000.00
Total		\$ 34,386.16

The following bills were read and ordered paid:

J. C. Luning, for services as Secretary, for August, 1910	\$ 150.00
W. M. McIntosh, Jr., for services as Assistant Secretary, August, 1910	25.00
Miss Mary Herring, services as stenographer to Secretary, August, 1910	75.00
John T. Costa, services as chief clerk in the Salesman's office, August, 1910	150.00
C. B. Gwynn, services as clerk in Salesman's office, August, 1910	125.00
J. M. Dell, services as clerk for Salesman in Gainesville Land Office, August, 1910.....	125.00
J. O. Wright, services as Chief Drainage Engineer for Board of Drainage Commissioners, August, 1910	416.66
G. C. Pierce, services as assistant to the Chief Drainage Engineer, August, 1910	100.00
First National Bank, Tallahassee, Fla., reimbursements for drafts paid in re drainage, August, 1910	91.86
Western Union Telegraph Co., bill for telegrams sent in re drainage, August, 1910....	9.19
I. N. Withers, salary and expenses as State Land Selecting and Inspecting Agent, for August, 1910	148.14
Capital City Water and Light Plants, one oscillating fan for Secretary's office.....	22.50

T. J. Appleyard, one book for recording the State land inspections	12.00
Hudson & Boggs, attorneys-at-law, witness fees, clerk's costs, etc., in re May suit, etc..	20.85
John McDougall, postmaster, envelopes for Salesman's office	43.88
Florida Times-Union, for inserting notice of sale of Everglades lands by Trustees.....	4.96
Gilmore & Davis Co., table for the Secretary's office	5.00
Featherstone Foundry & Machine Co., castings as per bill of August 1, 1910, \$61.65; and brasses, steel bolts and nuts, as per bill of August 30, 1910, \$197.70; for account of Board of Drainage Commissioners	259.35
Dan Allen, freight and drayage on stationery from Superintendent Jenkins' office	2.09
Commissioner General Land Office, Washington, D. C., for township plats, for use of I. N. Withers, State Land Inspecting and Selecting Agent	18.00

Upon motion, the Trustees instructed the Secretary to in future prepare a list of the bills incurred in the drainage operations and present such list to the Trustees. That the Trustees would pass upon said bills, transmitting the approved list of bills to the Board of Drainage Commissioners with a request that they pass upon said list, transmitting the approved list to the Comptroller with a request that he cause warrants to be drawn in payment of same upon funds in the hands of the Treasurer to the credit of the Drainage Fund. In compliance with said instructions, the following bills were presented and approved:

C. G. Smoak, as foreman on lock work, August, 1910, at \$5.00 per day, 18 days.....\$	90.00
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P. R. Smoak, as sub-foreman on lock work, August, 1910, at \$2.25 per day, 12 days.....	27.00
D. C. Driggers, as machinist on lock work, August, 1910, at \$2.25 per day, 18 days.....	40.50
George Jenkins, as laborer on lock work, August, 1910, at \$2.00 per day, 2 days.....	4.00
Frank Steigers, as laborer on lock work, August, 1910, at \$2.00 per day, 10 days.....	20.00
Ike Crawford, as laborer on lock work, August, 1910, at \$2.00 per day, 8 days.....	16.00
Will Jones, as laborer on lock work, August, 1910, at 2.00 per day, 7.7 days.....	15.40
James Malachi, as laborer on lock work, August, 1910, at \$2.00 per day, 11 days.....	22.00
Simon Johnson, as laborer on lock work, August, 1910, at \$2.00 per day, 11 days.....	22.00
A. Jackson, as laborer on lock work, August, 1910, at \$2.00 per day, 6.1 days.....	12.20
W. Marigold, as laborer on lock work, August, 1910, at \$2.00 per day, 6.1 days.....	12.20
Will Richardson, as laborer on lock work, August, 1910, at \$2.00 per day, 9.7 days.....	19.40
Tom Wiggins, as laborer on lock work, August, 1910, at \$2.00 per day, 7.1 days.....	14.20
S. E. Barton, as laborer on lock work, August, 1910, at \$2.00 per day, 6.1 days.....	12.20
Joe White, as laborer on lock work, August, 1910, at \$2.00 per day, 6.4 days.....	12.80
Peter Williamson, as laborer on lock work, August, 1910, at \$2.00 per day, 6.4 days.....	12.80
Curley Lowe, as cook for men on lock work, August, 1910, at \$1.33 1-3 per day, 12 days.	16.00
Ed Johnson, as laborer on lock work, August, 1910, at \$2.00 per day, 14 days.....	28.00
D. D. Rawlins, as carpenter in ship yard, August, 1910, at \$3.50 per day, 4 days.....	14.00

I. B. Malphurs, as carpenter in ship yard, August, 1910, at \$3.50 per day, 3 days.....	10.50
H. B. Doane, as carpenter in ship yard, August, 1910, at \$3.50 per day, 1 day.....	3.50
R. M. Badger, as carpenter in ship yard, August, 1910, at \$3.50 per day, 1 day.....	3.50
C. B. Rawlins, as carpenter in ship yard, August, 1910, at \$3.50 per day, 2 days.....	7.00
R. C. Hicks, as assistant engineer in Engineering Corps, August, 1910, at \$125 per month	125.00
J. P. Hyman, as instrument man in Engineering Corps, August, 1910, at \$90.00 per month	90.00
W. W. Kissick, as rodman in Engineering Corps, August, 1910, at \$2.00 per day, 25.5 days	51.00
I. T. Stevens, as chainman in Engineering Corps, August, 1910, at \$2.00 per day, 25.5 days	51.00
F. J. Allen, as chainman in Engineering Corps, August, 1910, at \$2.00 per day, 18.5 days	37.00
D. C. Driggers, as launchman in Engineering Corps, August, 1910, at \$2.00 per day, 12 days	24.00
I. A. Baum, as instrument man in Engineering Corps, August, 1910, at \$90.00 per month, 5.5 days	16.50
Ed Johnson, as laborer in Engineering Corps, August, 1910, at \$2.00 per day, 1 day.....	2.00
T. P. Ward, as inspector in Engineering Corps, August, 1910, at \$60.00 per month, 15.5 days	31.00
E. A. Croucher, as inspector in Engineering Corps, August, 1910, at \$60.00 per month, 27 days	54.00

I. C. Hughes, as inspector in Engineering Corps, August, 1910, at \$60.00 per month, 16 days	32.00
John W. Newman, as chief of party, August, 1910, at \$125.00 per month, 1 month.....	125.00
E. Carlton, as assistant, August, 1910, at \$90.00 per month, 1 month	90.00
S. Brown, as chainman and axeman, August, 1910, at \$2.00 per day, 26 days	52.00
Burt Croft, as chainman and axeman, August, 1910, at \$2.00 per day, 26 days	52.00
G. W. Smith, as cook, August, 1910, at \$1.75 per day, 28 days	49.00
Henry Smith, as chainman and axeman, August, 1910, at \$2.00 per day, 24 days.....	48.00
J. W. Carraway, for hire of launch, August, 1910, at \$4.50 per day, 4 days.....	18.00
D. C. Burnett, hire of launch, August, 1910, at \$5.00 per day, 2 days	10.00
Walter Preston, hire of launch, August, 1910, at \$1.00 per day, 4 days	4.00
E. Carlton, 2 months' hire of houseboat.....	10.00
John W. Newman, personal expense account, August, 1910	13.25
John W. Fraser, 1 pair blankets, as part of J. W. Newman's camp outfit.....	5.00
Standard Oil Co., bill dated July, 1910.....	19.58
Southern Express Co., office Chief Drainage Engineer	5.61
Reed A. Bryan, use of 1 lighter 6 days from July 25th to August 1, 1910, at \$3.00 per day	18.00
Bryan & Co., fresh meat for use of men employed in work on canal lock, bill of July 27, 1910	4.65
LaBelle Mercantile and Hardware Co., 4 cans baking powder, bill of July 25, 1910.....	1.20

W. & L. E. Gurley Co., No. 117 Vernier transit compass and tripod, Serial No. 966	101.00
King Sons' Co., 22 piling, pointed and capped, bill of August 1, 1910	33.00
J. F. Hill, stationery for Chief Drainage Engineer's office, bill of September 1, 1910.....	2.05
Schoemaker's Stables, hauling and freight charges on office furniture for Chief Drainage Engineer, bill of September 1, 1910....	3.05
Florida East Coast Railway Co., transportation charges on freight for Board of Drainage Commissioners, bill of August 10, 1910...	.84
J. A. Dann, 125 pounds iron for use of Superintendent of Drainage, bill of August 1, 1910	10.00
The H. E. Heitman Co., groceries for surveying crew, bill of July 6, 1910	53.10
E. H. Eubanks, groceries for engineering crew, bill of July 30, 1910	18.85
T. J. Appleyard, printing for Board of Drainage Commissioners, bill of September 1, 1910	67.45
H. & W. B. Drew Co., draughtsman's supplies for use of Chief Drainage Engineer, bill of August, 1910	48.94
Gilmore & Davis Co., supplies for office of the Chief Drainage Engineer, bill of September 1, 1910	27.40
R. C. Hicks, personal expense account as Assistant Drainage Engineer, August, 1910...	134.54
J. J. Davis, groceries for engineering party, bill of July 2, 1910	73.91
J. O. Wright, expense account of trip to Fort Lauderdale and Miami and return, August, 1910, as Chief Drainage Engineer.....	67.96

Park Trammell, expense of trip to Jacksonville for conference with W. S. Jennings and E. J. L'Engle in re drainage taxes on certain lands, August 30, 1910	15.35
Furst-Clark Construction Co., to amount due for excavation during the month of August, 1910, \$30,007.44, less 10 per cent. reserved as per contract (\$3,007.44), leaving a balance due of	27,067.00

The Secretary was authorized to purchase an adding machine for use in his office.

The report of I. N. Withers, State Selecting and Inspecting Agent, being a partial report on Washington County, was read and ordered recorded in the special book prepared for this purpose.

The Commissioner of Agriculture was instructed to prepare deed to heirs of James A. Waddell, as per agreement with the Trustees and James A. Waddell, deceased, as shown by an instrument, No. 15,834, of record in the office of the Commissioner of Agriculture.

The Commissioner of Agriculture was instructed to prepare a quit-claim deed to the heirs of Joseph J. B. Holder to the S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 23, Township 8 South, Range 19 East, it appearing that said land had been sold by the State years ago, and evidently sold to Joseph J. B. Holder, as heirs of Joseph J. B. Holder showed by affidavits that he had lived upon said land for years and that his heirs now live upon said land, although the entry in the Land Office showing that said land had been entered and paid for by Joseph T. B. Holder.

The Commissioner of Agriculture presented the application of J. S. Martin, of Moss Bluff, Fla., to purchase the S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 25, Township 16 South, Range 24 East, presenting a statement of Messrs. John T. Lewis and J. C. Pillans to the effect that there was only about eight or nine acres of the forty acres that was tillable land, the remainder of the tract being subject to overflow.

sall that they were not now offering any land owned by them on Lake Okeechobee for sale, nor did they care to exchange any of the lands owned by them on the lake for other lands.

A letter was presented from Mr. C. B. Clark, Manager of the Furst-Clark Construction Company, stating that they were having considerable trouble with the drilling gangs employed by them recently. That one of the members of the Board of County Commissioners of Dade County had secured the lease of the county convicts for the ensuing year and desired to enter into a contract with his company to use this convict labor on the work of drilling ahead of the dredges and desired to know if the Trustees would have any objection to his company employing said convicts in such work.

The Trustees directed the Secretary to write Mr. Clark that while they had no right to dictate the class of labor he should use in the drainage work, yet, for reasons quite plain to them and unnecessary to enumerate, they considered it inadvisable to employ the labor referred to.

It appearing that certain lands owned by the State in the Everglades Drainage District had been sold for the drainage taxes of 1907, the Secretary was directed to write the Clerks of the Courts of the counties in which said lands have been sold for taxes and take the proper steps to have said lands redeemed or the sale of same cancelled.

The Secretary was instructed to ascertain the amount of the drainage taxes due by the Trustees of the Internal Improvement Fund for the year 1907 in the several counties in the drainage district and draw checks payable to the Tax Collectors of those counties for the amount of drainage taxes due for said year and transmit same to said Tax Collectors in payment of said taxes. He was also directed to present paid vouchers for bills paid by the Trustees in actual drainage operations to the Board of Drainage Commissioners for the aggregate amount of

the sums paid by the Trustees for drainage taxes for the year 1907, for their consideration.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Florida, October 7, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting read and approved.

The financial statement for the month of September, 1910, was read and approved, as follows:

Financial Statement for Month of September, 1910.

To cash on hand Sept. 1, 1910..\$163,405.41

To cash received from sale of
land 50.00

To cash received from R. J.
Bolles, being \$19,375 balance
due on purchase note due Jan.
1, 1911, \$25,000 being amount
in full for drainage note due
April 1, 1911; \$300.00 credit-
ed on Drainage note due July
1, 1911; \$24,700.00 balance
due on drainage note for
\$25,000.00 due July 1, 1911,
and \$11,250.00 credited on
Drainage note for \$25,000.00
due October 1, 1911..... 80,625.00

To cash received from Furst-Clark Construction Company \$1,000.00, being 2nd payment on boats, barges, etc.; \$12,083.33 being 1st payment on dredges "Everglades," "Okeechobee," "Miami" and "Caloosahatchee"	13,083.33	
To cash received from sale of Minutes.....	3.50	
To cash received from interest on deposits for quarter ending September 30, 1910.....	320.08	
		<hr/>
		\$257,487.32
By disbursements for Sept. 1910		11,804.48
		<hr/>
To Balance on hand Oct. 1, 1910		\$245,682.84

Reconciliation.

Cash and cash items in hands of Secretary.....	\$ 750.00	
Cash in banks	244,932.84	
		<hr/>
		\$245,682.84

Distributed in the Following Banks.

First National Bank, Tallahassee, Fla.....	\$ 25,215.49
Capital City Bank, Tallahassee, Fla.....	4,068.66
First National Bank, Miami, Fla.....	23,550.79
Bank Bay Biscayne, Miami, Fla.....	2,326.11
Citizens' Bank and Trust Co., Tampa, Fla....	8,881.09
First National Bank, St. Petersburg, Fla....	5,040.33
Florida National Bank, Jacksonville, Fla....	109,662.57
Barnett National Bank, Jacksonville, Fla....	56,039.79
Exchange National Bank, Tampa, Fla.....	10,148.01
	<hr/>
	\$244,932.84

The following bills were read and approved and those relating to affairs of the Trustees only were ordered paid

out of the funds of the Trustees and those relating to affairs of the Board of Drainage Commissioners were approved and directed to be referred to the Board of Drainage Commissioners for their consideration:

J. C. Luning, services as Secretary, month of September, 1910.....	\$ 150.00
W. M. McIntosh, Jr., services as Assistant Secretary, month of September, 1910.....	25.00
Miss Mary Herring, services as stenographer to Secretary month of September, 1910....	75.00
John T. Costa, chief clerk in salesman's office month of September, 1910.....	150.00
C. B. Gwynn, services in abstracting United States and State entries, September, 1910.	125.00
J. M. Dell, services in listing United States entries and such other work required by the Trustees in Gainesville Land Office, September, 1910.....	125.00
Burroughs Adding Machine Company, for one duplex adding machine for office of Secretary	441.00
Bank of Bellhaven, Bellhaven, N. C., for one gasoline launch, for use of surveying party on West Coast.....	1,100.00
H. & W. B. Drew Company, supplies for Land Office.....	2.76
The Rocky Mountain News, advertising notice of sale of Everglades lands,.....	3.85
The Chicago Record-Herald, advertising notice of sale of Everglades lands.....	6.40
Eagle Stamp Works, rubber stamps for Secretary's office.....	2.75
T. J. Appleyard, for printing drafts, receipts, etc., for Secretary's office, and second sheets, township maps, etc., for Land Office	21.60

I. N. Withers, salary and expenses in making examination of School and State Lands and reporting on the value and condition of same.....	86.66
Western Union Telegraph Co., bill for telegrams sent in September, 1910, by Secretary.....	.76
John W. Newman, as chief of party, September, 1910; salary, \$125.00; postage, .90; wages paid hands, \$19.00.....	144.90
E. Carlton, as Assistant, September, 1910, at \$90.00 per month, and hire of boat-house at \$5.00 per month.....	95.00
S. Brown, as chainman and axeman, September, 1910, 3 days at \$2.00 per day.....	6.00
Burt Croft, as chainman and axeman, September, 1910, 3 days at \$2.00 per day.....	6.00
Henry Smith, as chainman and axeman, September, 1910, 26 days at \$2.00 per day....	52.00
John Tucker, as chainman and axeman, September, 1910, 21 days at \$2.00 per day....	42.00
Walter Preston, hire of launch, September, 1910, 25 days at \$1.00 per day.....	25.00
G. W. Smith, as cook, September, 1910, 22 days at \$1.50 per day.....	33.00
William C. Curry, chainman and axeman, September, 1910, 17 days at \$2.00 per day..	34.00
R. C. Hicks, as assistant engineer in Engineering Corps, September, 1910, at \$125 per month.....	125.00
J. P. Hyman, as instrument man in Engineering Corps, September, 1910, at \$90.00 per month.....	90.00
D. C. Driggers, as launch man in Engineering Corps, September, 1910, at \$60.00 per month.....	60.00

T. P. Ward, as inspector in Engineering Corps, September, 1910, at \$60.00 per month, 11 days	25.38
E. A. Croucher, as inspector in Engineering Corps, September, 1910, at \$60 per month..	60.00
I. C. Hughes, as inspector in Engineering Corps, September, 1910, at \$60.00 per month.....	60.00
W. W. Kissick, as rodman in Engineering Corps, September, 1910, at \$2.00 per day, 5 days.....	10.00
I. T. Stevens as rodman in Engineering Corps, September, 1910, at \$2.00 per day, 28 days.	56.00
Will Russel, as chainman in Engineering Corps, September, 1910, at \$2.00 per day, 17 days.....	34.00
Wallace Erwin, as chainman in Engineering Corps, September, 1910, at \$2.00 per day, 11 days.....	22.00
Harley Stout, as chainman in Engineering Corps, September, 1910, at \$2.00 per day, 10 days.....	20.00
J. O. Wright, as Chief Drainage Engineer, September, 1910, at \$5,000.00 per year....	416.67
C. G. Pierce, as Office Engineer, September, 1910, at \$100.00 per month.....	100.00
T. J. Evans, 5 gals. cylinder oil, \$.50, for use of engineering party, bill of Sept. 1, 1910..	2.50
E. H. Eubanks, 8 axe handles and freight on same, bought August 29th and charged on bill of Sept. 1, 1910.....	2.40
New River Machine Company (Holloway & Bryan, proprietors), bill of August 1, 1910.	15.10
Florida East Coast Railway Company, transportation of freight, bill of Sept. 1, 1910...	152.72

Featherstone Foundry & Machine Company, rock dipper, complete, with teeth, etc., bill of August 22, 1910	1, 150.00
Hendry & Hill, lumber, nails, and labor, bill of July 1, 1910, for repairs on J. W. Se- well's boat	16.55
Reed A. Bryan, use of lighter, 14 days at \$3.00 per day, from Aug. 3rd to 17th inc., bill of Sept. 1, 1910.....	42.00
E. G. Soltmann, drawing material for use in Chief Drainage Engineer's office, bill of Sept. 6, 1910.....	1.00
Chicago Steel Tape Company, tapes with reel and rod ribbons for use of Engineering party bill of Sept. 15, 1910.....	12.00
Labelle Mercantile and Hardware Company, groceries for use of Engineering Corps, bill of Sept. 14, 1910.....	65.25
The Cox Transfer Company hauling etc., bill of Sept. 14, 1910.....	13.00
Stranahan & Company, bills of Sept. 14, 1910, one for \$3.65 for mechanical supplies for use of Surveying party and the other for general groceries for men employed on lock \$178.44.....	182.09
The McCrimmon Company, lumber for use of the engineering corps, bill of September 1, 1910.....	10.64
H. & W. B. Drew Company, draughtsman's supplies, for use of Chief Drainage En- gineer's work, bill of Sept. 30, 1910.....	28.33
L. B. Boyd, rent of launch and launchman for towing in August, 1910, bill of Sept. 14, 1910.....	90.00
Standard Oil Company, bills of June 22, 1910 for \$82.50, and Sept. 26, 1910, \$7.98.....	90.48

King Sons' Company, pump, side gauges, etc., bill of Sept. 1, 1910	4.00
W. H. Marshall, use of lighter from 24th of July to 30th of July, 1910, at \$1.50 per day, bill of Sept. 1, 1910.....	9.00
Robert A. Henderson, groceries for dredge Caloosahatchee bill of Sept. 27, 1910.....	91.21
Western Union Telegraph Company, for telegrams sent and received by J. O. Wright as Chief Drainage Engineer, bill of Oct. 1, 1910.....	5.29
Southern Express Company, bill of September, 1910.....	3.28
C. A. Schoemaker, to freight advanced on 500 maps and drayage on same, bill of Oct. 4, 1910.....	1.82
T. J. Appleyard, for printing blanks, letter-heads, etc., bills of Sept. 15th and 23rd, 1910.....	16.00
The H. E. Heitman Company, groceries for use of Engineering party on dredge "Caloosahatchee," bill of Aug. 29, 1910.....	52.05
Gilmore & Davis Company, supplies for office Chief Drainage Engineer, being bill of Oct. 1, 1910.....	.35
W. & L. E. Gurley, No. 76 Surveyors Transit with Stadia and plain tripod complete, Serial No. 10528.....	133.00

The following report of disbursements for the month of September, 1910, was read and approved:

Date.	Voucher No.	Amount.
Sept. 1,	2399—J. C. Luning, services as Secretary, August, 1910...\$	150.00
Sept. 1,	2400—W. M. McIntosh, Jr., services as Assistant Secretary, August, 1910.....	25.00

Date.	Voucher No.	Amount.
Sept. 1,	2401—Miss Mary Herring, services as stenographer to Secretary, August, 1910...	75.00
Sept. 1,	2402—John T. Costa, services as chief clerk in Salesman's office, August, 1910.....	150.00
Sept. 1,	2403—C. B. Gwynn, services in abstracting United States and State entries, August, 1910.....	125.00
Sept. 1,	2404—J. M. Dell, services for Land Department in Gainesville Land Office, August, 1910.....	125.00
Sept. 1,	2405—J. O. Wright, services as Chief Drainage Engineer, August, 1910.....	416.66
Sept. 1,	2406—C. G. Pierce, services as Office Engineer, August, 1910.....	100.00
Sept. 1,	2407—First National Bank of Tallahassee, reimbursement for amount paid account pay roll of dredges during month of June, 1910....	91.86
Sept. 5,	2408—Western Union Telegraph Company, August, 1910..	9.19
Sept. 10,	2409—I. N. Withers, salary and expenses as State Selecting and Inspecting Agent, August, 1910.....	148.14
Sept. 10,	2410—Capital City Water and Light Plant, one Oscillating Electric Fan for office of Secretary.....	22.50

Date.	Voucher No.	Amount.
Sept. 10,	2411—T. J. Appleyard, one book for the recording of Land Inspections... ..	12.00
Sept. 10,	2412—Hudson & Boggs, witness fees, clerks' costs, sheriff's costs, etc., in re May suit, etc.....	20.85
Sept. 10,	2413—John McDougall, postmaster, envelopes for Salesman's office.....	43.88
Sept. 10,	2414—Florida Times-Union, advertisement of sale of Everglades lands.....	4.96
Sept. 10,	2415—Gilmore & Davis Company table for Secretary's office.	5.00
Sept. 14,	2416—Featherstone Foundry & Machine Company, castings, brasses, steel bolts, nuts, etc., bills of August 1st and 30th, 1910.....	259.35
Sept. 14,	2417—Dan Allen, reimbursement freight paid on articles of furniture for office Chief Drainage Engineer....	2.09
Sept. 15,	2418—Commissioner of General Land Office, Washington, D. C., township plats for use of State Inspecting and Selecting Agent in Polk and DeSoto Counties.....	18.00
Sept. 19,	2419—W. V. Knott, Treasurer, for State School Fund... ..	10,000.00
Total		<u>\$ 11,804.48</u>

The Secretary presented a letter from Mr. A. B. Sanders, calling the attention of the Trustees to the fact that the dam in the North Canal was so high as to cause the water in said canal to be above the level of the land on each side of the canal in the vicinity of the dam, thereby allowing the water to seep through the banks of the canal and flood the land, rendering the land unfit for cultivation, and requesting the Trustees to take some steps to relieve the situation.

The Secretary was instructed to transmit the letter of Mr. Sanders to Chief Drainage Engineer J. O. Wright, with a request that he investigate the matter complained of and report to the Trustees his opinion upon what means of relief could be adopted without too much expense or detriment to the drainage operations.

The Trustees, further considering the matter of deeding certain lands on the southern shore of Lake Okeechobee, in Section 1, Township 44 South, Range 35 East, to E. G. Sewell, as executor of the estate of H. Sewell, deceased, at a nominal price, on account of H. Sewell, deceased, having built a house and made improvements on a portion of said land some time ago, decided to deed to said E. G. Sewell, executor, for the consideration stated and \$3.00 per acre, the 28 acres in the northeastern portion of said section, township and range, shown by a survey to be out of the lake, the forty acres lying immediately south of this 28 acres, together with the north half, or 20 acres, of the forty acres immediately south of the forty acres mentioned, making 88 acres in all, and directed the Secretary to write Mr. E. G. Sewell, executor, accordingly, telling him in addition, that, in reference to the banana plants, etc., that he states he had set out on another portion of this section, township and range recently, that said improvements were made without the knowledge or consent of the Trustees and that he had their permission to remove said banana plants, etc., so planted on the land of the State which would not be deeded to him.

A letter was presented from Mr. R. J. Bolles, requesting that the Trustees release from a certain mortgage given by him to the Trustees of the Internal Improvement Fund on December 23, 1908, the following described land, aggregating 18,880 acres:

Sections Three (3), Five (5), Seven (7), Nine (9), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), and the north one-half of Twenty-nine (29), in Township Fifty (50) South, of Range Thirty-nine (39) East.

Sections Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35), in Township Forty-nine (49) South, of Range Thirty-nine (39) East.

Sections Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35), in Township Forty-nine (49) South, of Range Forty (40) East.

Sections Nineteen (19), Twenty-one (21) and Thirty-five (35), in Township Forty-nine (49) South, of Range Forty-one (41) East.

The Secretary reporting that Mr. Bolles had paid to the Trustees sufficient money to entitle him to have the amount of land asked for released, under the terms of the agreement entered into between said Bolles and the Trustees of the Internal Improvement Fund, it was ordered that the request of Mr. Bolles for the release from mortgage of the lands described above be granted, and the Attorney General was requested to draw up proper form of release to said land for execution by the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., October 12, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Minutes of previous meeting read and approved.

The report of the amount of work done by the Furst-Clark Construction Company in excavation in the Everglades during the months of July, August and September, 1910, compiled by Chief Drainage Engineer J. O. Wright, was presented and read, showing that for the month of September 128,351 cubic yards of earth and 97,359 cubic yards of rock, making a total number of 225,710 cubic yards of materials of all kinds, was excavated, the cost of which, at the contract price of 8c per cubic yard for earth and 20 cents per cubic yard for rock, amounted to \$29,739.88. Deducting the 10 per cent. reserved under the contract, leaves the amount of \$26,765.89 due the contractors for work for the month of September, 1910.

The report was approved and ordered referred to the Board of Drainage Commissioners for their consideration.

The following bills were read, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Furst-Clark Construction Co., Baltimore, Md., being amount due said company for excavation in the Everglades for the month of September, 1910, less 10 per cent. reserved under the contract	\$ 26,765.89
E. H. Eubanks, Fort Myers, Fla., amount due for supplies to John W. Newman, for himself and men in his party	34.60

R. C. Hicks, reimbursement for personal expense incurred for himself and party in the employ of the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners for September, 1910..... 136.35

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., October 20, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

The Trustees met at 10:00 o'clock a. m. for the purpose of considering bids for the fifty and odd thousand acres of land in the Everglades advertised by them to be offered for sale on this date.

The storm having delayed the mails, upon motion it was decided to postpone final consideration of proposition for the purchase of these lands until 4:00 o'clock in the afternoon of October 21, 1910, to give time for delayed propositions, if any, to arrive and be considered, if such delayed propositions should show by their postmark that they would have arrived in time to be considered in the ordinary course of the mails.

The Trustees then adjourned until 4:00 o'clock in the afternoon of October 21, 1910.

The Trustees met in adjourned session at 4:00 o'clock p. m., October 21, 1910.

All members being present except Park Trammell, Attorney General.

The Secretary was directed to read all propositions that had been received for Everglades lands. None of the bids being considered satisfactory, upon motion they were rejected, and the Secretary instructed to return the certified checks of all bidders, informing them of the rejection of their propositions.

The Secretary presented reports of Hon. I. N. Withers, State Inspector of lands, upon the State and school lands inspected and valued by him in the Counties of Washington and Polk, which were read, accepted and ordered recorded in the special book prepared for these reports.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., October 24, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting were read and approved.

The Attorney General reported to the Trustees the recent institution of a suit by William B. Cutting and R. Fulton Cutting against the Trustees, wherein they seek to recover from the Trustees the sum of \$79,000.00 in payment of seventy-nine \$1,000.00 Florida Railroad

bonds, alleged to have been issued under the Internal Improvement Act of 1855; also a suit by Sidney I. Wailes, wherein he seeks to recover from the Trustees approximately \$80,000.00, alleged to be due him for services alleged to have been rendered by him in connection with the procurement of the patent from the Federal Government to the Everglades lands, under a contract alleged to have been made with him by the Trustees on April 13, 1878, and that while he was willing to undertake to represent the Trustees in these suits and handle them, as well as the time required for his various and numerous duties would permit, yet, on account of the importance of the suits, the large amounts involved, he wished for the Trustees to act as they thought best in the matter of employment of an attorney upon these cases, and that their decision would be agreeable to him. The report of the Attorney General was considered, and the following resolution was adopted:

Whereas, William B. Cutting and R. Fulton Cutting have recently instituted a suit against the Trustees, in which they seek to recover from the Trustees the sum of \$79,000.00 in payment of alleged bonds issued by the Florida Railroad Company under the Internal Improvement Act of 1855; and

Whereas, Sidney I. Wailes is suing the Trustees for approximately \$80,000.00, alleged to be due him for alleged services in connection with the procurement of the Everglades land patent; and

Whereas, In addition to the two suits above named, there are pending against the Trustees the following suits, to-wit:

East Coast Railway Company, claim for 2,040,000 acres of land;

Tallahassee Southeastern Railroad Company, for 400,000 acres of land;

R. G. Peters, for 400,000 acres of land; and

Charles J. Root, involving the settlers' act; and

Whereas, In addition to the legal service required in connection with the suits in which the Trustees are involved, the Trustees often require legal advice upon demands made upon the Trustees and upon other questions arising in connection with their duties; and

Whereas, It being known to the Trustees that the Attorney General's time is very largely required in the performance of his numerous duties, in addition to the legal services he has volunteered to render to the Trustees, and that his time for handling the important litigation against the Trustees is by virtue of his other duties more or less limited; and

Whereas, On account of the importance of the litigation now pending and the large sums of money and large acreage of land for which the Trustees are being sued, it is deemed advisable to have counsel to give special attention to the litigation; and

Whereas, From investigation it appears to the Trustees that it will be more economical and for the best interest of the Fund that counsel shall be employed upon a stated salary per annum and not upon a fee basis; therefore, be it

Resolved, That the Trustees shall, jointly with the Board of Drainage Commissioners, employ a suitable attorney at law, as legal counsel and attorney, by the year, who shall represent the Trustees in all litigation now pending or that may hereafter arise, and who shall be the legal adviser for the Trustees upon any and all legal questions; shall represent the Trustees and advise them upon all claims or demands made against them, and shall represent the Trustees and advise them upon all claims, demands, actions or suits they may have against others; shall, when requested, negotiate the settlement or compromise of, and make settlement or compromise of any demand, claim, action or suit in which the Trustees are interested or involved; shall prepare all contracts, and shall render any and all legal services required of him

by the Trustees in connection with their duties and the affairs of the Internal Improvement Fund; be it further

Resolved, That the counsel employed by the Trustees shall also be the counsel for the Board of Drainage Commissioners of Florida, and the salary paid him shall be paid by both the Trustees of the Internal Improvement Fund and the said Board of Drainage Commissioners, in such proportionate amounts as may be fixed hereafter; be it further

Resolved, That the Attorney General shall, as far as his duties and time will permit, be associated with the Counsel for the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners in all litigation and legal matters.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., October 28, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting were read and approved.

Whereas, Resolutions were passed on October 24th, 1910, by the Trustees of the Internal Improvement Fund and also by the Board of Drainage Commissioners, providing for the employment of legal counsel by the Trustees and the Board of Drainage Commissioners jointly; and

Whereas, After a conference with Hon. W. H. Ellis, he indicated his willingness to accept employment as legal counsel and attorney for the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, as provided by the said resolution adopted by the Trustees and the said resolution adopted by the Board of Drainage Commissioners on October 24th, 1910, at a salary of twenty-five hundred dollars per annum; therefore, be it

Resolved, That in accordance with the resolution adopted by the Trustees of the Internal Improvement Fund and the resolution adopted by the Board of Drainage Commissioners on October 24th, 1910, providing for the employment by the said Trustees and the said Board of a legal counsel and attorney, Hon. W. H. Ellis is hereby selected as legal counsel and attorney for the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, and shall perform such service as required of him by the said resolution by the Trustees and the said Board providing for the employment of legal counsel and attorney. That his employment is by the year, and his salary shall be twenty-five hundred dollars per annum, which said salary shall, unless otherwise provided hereafter, be paid two thousand dollars by the Trustees of the Internal Improvement Fund and five hundred dollars by the Board of Drainage Commissioners, per annum. That all necessary traveling expenses and hotel bills incurred by the counsel and attorney while attending to matters for the Trustees or the Board of Drainage Commissioners away from his headquarters and such reasonable expenses for stenographic work as may be approved by the Trustees and the Board of Drainage Commissioners shall be paid by the said Trustees and the said Board.

Hon. W. H. Ellis, being present, accepted the position tendered him as legal counsel and attorney for the Trus-

tees and the Board of Drainage Commissioners in the foregoing resolutions.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., October 29, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

Hon. B. E. McLin presented a letter that he had received from Mr. J. L. Billingsley, Vice President of the Florida Fruit Lands Company, relative to the matter of surveying 180,000 acres of land which said company owns between Townships 46 and 54 South, Ranges 39, 40 and 41 East, desiring such instructions from the Department of Agriculture as was necessary to have said Department approve said survey when made, etc., together with a copy of the letter written to Mr. Billingsley in reference to the matter, in which letter he explained that his Department had no authority to authorize a survey of said lands nor to approve any survey of said lands when made, stating that he would refer the matter to the Trustees of the Internal Improvement Fund, the proper parties, for their action.

The Trustees, considering the above matter and the matter of making a survey of other portions of the Everglades, instructed that the matter of a survey of the lands unsurveyed, or so much thereof as deemed practicable, of

the Everglades, be referred to Chief Drainage Engineer J. O. Wright, with a request that he consider the matter and report to the Trustees any suggestions he may have to make upon same as soon as possible for their consideration.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., October 29, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

The following preamble and resolutions were adopted:

WHEREAS, There are now held by Bion H. Barnett in escrow two deeds from the Trustees of the Internal Improvement Fund of the State of Florida to the Florida Coast Line Canal and Transportation Company, each deed conveying approximately One Hundred and Seventeen Thousand acres of land to said Company;

AND WHEREAS, By the agreement between the said Trustees and the Canal Company under which said deeds are held by said Barnett, one deed is to be delivered to the Company "when said Canal Company shall have duly completed its canal between Matanzas and Halifax Rivers and shall have done one-half of the work necessary to construct the portion of its canal between St. Augustine and the St. Johns River," and the other deed is to be delivered

when the canal between St. Augustine and the St. Johns River is completed;

AND WHEREAS, More than one-half the work necessary to construct the portion of the canal between St. Augustine and the St. Johns River has been done by said Canal Company, and the canal connecting St. Augustine with the St. Johns River is so nearly fully completed that it is being regularly navigated by vessels desiring to pass from one river to the other; and work is in progress deepening the canal between the Matanzas and Halifax Rivers, and a contract for the completion of this latter work has been entered into between the Canal Company and the Eastern Dredging Company of Boston;

AND WHEREAS, It is represented by said Canal Company that it has procured a purchaser, namely, J. M. Barrs, who is ready and willing to pay for the lands embraced in one of said deeds, namely, the deed embracing the southernmost One Hundred and Seventeen Thousand acres of said land at Two and 65/100 Dollars per acre, and that of the said purchase price one-fourth is to be paid in cash and the balance in deferred payments to be evidenced by interest-bearing notes secured by mortgage on said lands;

AND WHEREAS, It is desirable to expedite and facilitate the drainage, reclamation and settlement of said lands and to get the same on the tax books for the payment of taxes;

NOW, THEREFORE, On account of the consideration herein named, BE IT RESOLVED, That said Bion H. Barnett be and he is hereby authorized and directed to deliver to said Canal Company the said escrow deed embracing the southernmost One Hundred and Seventeen Thousand acres, approximately, of land (also designated as the Second Escrow Deed); PROVIDED, That in lieu of the said deed the cash payment to be realized from said sale shall be deposited with the Barnett National Bank of Jacksonville, and that the notes and mortgage, or

mortgages, for said deferred payments shall be endorsed, assigned and delivered to said Bank by said Canal Company to be collected and converted into cash according to the terms thereof or as said Bank may with the consent of the Trustees be directed by said Canal Company, and that the funds derived from said notes and the said cash shall constitute a special fund in the hands of said Bank to be used by said Canal Company only for the construction and maintenance of the said canal until completed, as aforesaid, the same to include such actual digging and expenses directly incidental thereto, such as superintendence of the work, repair of machinery and payment of employees directly connected with the work, and the like, as may be incurred and undertaken with the approval and consent of the Engineer hereinafter mentioned, and such payments to be made upon the checks, drafts or orders of said Canal Company, countersigned by some person to be designated by the said Trustees, the same to be based on the certificate of an Engineer to be designated by said Trustees as to such work of construction and maintenance, which certificate shall be made upon actual inspection of work done on such construction and maintenance and on examination of the accounts of said company as to matters to be paid out of said fund by such Engineer or by an accountant to be designated by the Trustees, and shall show that the amount to be paid under such certificate has been earned by bona fide work of construction and maintenance; Provided further, that the provisions and requirements herein concerning maintenance are to be performed and satisfied as follows: that out of the said funds there shall be set aside as needed such amount not exceeding Fifty Thousand Dollars as may in the opinion of such engineer be necessary to restore the canal in Palm Beach and Dade Counties to its required width and depth, which amount, or so much thereof as may be necessary shall be expended for that purpose, and that within sixty days after the passage of this resolution by the Trustees,

the Canal Company shall send to said counties a dredge suitable for such work of restoration and maintenance, but said Canal Company may use such dredge first, to open the Gilbert's Bar Section of Indian River in Palm Beach County for the United States Government so as to give a clear channel in said section, the cost of said work to be paid by the United States Government and not to be deducted from the funds above designated; and, Provided further, that the compensation of said engineer and all costs and expenses in connection with said inspection work shall be paid by said Canal Company, and also that the compensation and expenses of F. M. Hudson in connection with his recent negotiations with said Canal Company as authorized by the Trustees by resolution dated August 3, 1910, shall be paid by said Canal Company; and after the completion of said canal between the Matanzas and Halifax Rivers as aforesaid, and between St. Augustine and the St. Johns River as aforesaid, and the expenditure of said sum of Fifty Thousand Dollars or so much thereof as may be necessary for maintenance as aforesaid, any money or funds derived from the sale of said land as aforesaid remaining in the possession of said bank shall be paid over by it to the said Canal Company or its order.

The inspection of work and accounts of said Canal Company, on behalf of said Trustees, as hereinbefore mentioned, shall be made on or before the tenth day of each month so as to enable said Canal Company to pay monthly for such construction and maintenance.

The terms of the contract of December 1st, 1906, between the said Trustees and said Canal Company and on which said escrow deeds are held by said Barnett are not to be affected or changed in any way hereby, other than as above specified, and it is understood and agreed that the other escrow deed remaining in the hands of said Barnett shall not be delivered before the completion of the entire work of completing said canal as specified in the

said contract between said Canal Company and said Trustees dated December 1st, 1906.

After a thorough discussion of the matter the above resolutions were adopted.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., November 1, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

Mr. P. T. Knight, of Key West, Fla., appeared before the Trustees and presented the following letter:

“Tallahassee, Fla., November 1, 1910.

“To the Trustees of the Internal Improvement Fund of the State of Florida.

Gentlemen:—

We, the undersigned, having a contract with your Honorable Body for the cutting of Buttonwood from the lands owned by you in the County of Monroe, State of Florida, for a period of 5 years, beginning with the first day of April, 1909, for the sum of Four Thousand Dollars to be paid in annual installments of Eight Hundred Dollars per year, Eight Hundred Dollars of this having been paid in cash at the signing of the contract, and \$800.00 subsequently, respectfully desire to call the attention of you gentlemen to the fact that the recent hurricane in the southern portion of the State, on the 17th day of October,

1910, almost, if not completely, destroyed all the vessels that we had engaged in the work of conveying this wood from the land to the City of Key West, where it was being sold, and that almost the entire force we had employed in the work of getting this wood for us upon the land were drowned in the hurricane, thereby rendering it absolutely impossible for us to fulfill the conditions of the contract. Believing that you gentlemen do not intend to exact an almost impossibility from anyone, we respectfully petition your Honorable Body, in view of the facts above stated, to release us from the contract and bond given by us for the completion of same.

“Very respectfully yours,

“PETER T. KNIGHT,

“ALFRED ATCHISON,

“By P. T. KNIGHT.”

In view of the fact, as stated by Messrs. Peter T. Knight and Alfred Atchison, that the recent hurricane had destroyed the vessels they had engaged in transporting the wood, thereby rendering them unable to transport the wood to market, and had also drowned the choppers they had engaged in getting out the wood, completely stopping the work, and Mr. Knight personally stating that they were without the means to procure other boats to transport the wood, should they be able to secure other men to chop the wood, it was

RESOLVED, That Peter T. Knight and Alfred Atchison be, and they are hereby, relieved from the contract entered into between them and the Trustees of the Internal Improvement Fund of the State of Florida on the 4th day of April, 1909, in view of the facts stated in their application for release.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., November 7, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Hon. A. C. Croom was made Chairman.

Minutes of previous meeting read and approved.

The financial statement for the month of October, 1910, was read, approved and ordered spread upon the minutes:

Financial Statement for the Month of October, 1910.

To balance on hand October 1,		
1910	\$245,682.84	
To cash received from sale of land for month.....	280.00	
To cash received from sale of minutes	50	
To cash received from Furst- Clark Construction Company, 3rd payment on boats, barges, etc.	1,000.00	
To cash received from banks, being interest on deposits for quarter ending Sept. 30, 1910.	599.87	
To cash received from Drainage Board, being reimbursement for amounts expended in con- struction of dredges and in dredging operations	124,449.05	
		\$372,012.26
By disbursements for October, 1910		151,806.53
		<hr/>
To balance on hand November, 1, 1910		\$220,205.73

Reconciliation.

Cash and cash items in hands of Secretary	\$ 750.00
Cash in banks	219,455.73
	<hr/>
	\$220,205.73

Distributed in the Following Banks:

First National Bank, Tallahassee, Fla.....	\$ 24,382.34
Capital City Bank, Tallahassee, Fla.....	4,099.17
Exchange National Bank, Tampa, Fla.....	10,211.41
Citizens' Bank and Trust Co., Tampa, Fla....	8,936.59
First National Bank, St. Petersburg, Fla....	5,071.83
Florida National Bank, Jacksonville, Fla....	84,662.57
First National Bank, Miami, Fla.....	23,711.34
Bank of Bay Biscayne, Miami, Fla.....	2,340.69
Barnett National Bank, Jacksonville, Fla....	56,039.79
	<hr/>
	\$219,455.73

The Secretary presented the following bills, which were approved and ordered paid:

J. C. Luning, services as Secretary, October, 1910	\$ 150.00
W. M. McIntosh, Jr., services as Assistant Secretary, October, 1910	25.00
Miss Mary Herring, services as stenographer, October, 1910	75.00
C. B. Gwynn, services in abstracting United States and State entries, October, 1910....	125.00
J. M. Dell, services in listing United States entries and such other work as required by Trustees in Gainesville Land Office, October, 1910	125.00
J. M. McDougall, postmaster, envelopes for Secretary's office, bill of October 14, 1910..	32.26
John T. Costa, services as chief clerk in Land Department, October, 1910	150 00

John McDougall, postmaster, envelopes for use of Drainage Board, bill of October 31, 1910	21.64
I. N. Withers, salary and expense account as State Land Selecting and Inspecting Agent, October, 1910	172.25
Western Union Telegraph Co., for service account Trustees, October, 1910.....	2.85
First National Bank, Tallahassee, Fla., reimbursement for amount paid J. M. Marshall for work done in June, 1910	30.00
Eagle Stamp Works, rubber stamps for Secretary's office, bill of October 22, 1910.....	4.30
The True Democrat, publication of notice of sale of lands and printing slips, etc., bill of October 12, 1910	23.50
Capital City Bank, for T. J. Appleyard, printing of special blanks for Land Department, bill of October 11, 1910	5.50
James H. McKenney, Clerk of U. S. Supreme Court, certain costs in re 6 drainage tax suits, bills of October 27, 1910.....	82.50

The Secretary also presented the following bills, which were approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Southern Express Co., bill of October, 1910, transportation in re drainage	\$ 2.30
Western Union Telegraph Co., bill of October, 1910, services rendered in re drainage.....	6.57
East Coast Lumber and Supply Co., building material for Engineer's quarter boat, bill of October 1, 1910	286.67
E. G. Soltmann, blueprint paper for use of the Chief Drainage Engineer, bill of October 15, 1910	2.50

H. & W. B. Drew Co., materials for use of the Chief Drainage Engineer and the Assistant Drainage Engineer, bill of October 31, 1910	15.95
The Dixie Culvert and Metal Co., tank, with pipe connections, for use as supply tank on Engineer's quarter boat, bill of October 14, 1910	14.50
Frank T. Budge, hardware used in re drainage operations, bill of October 1, 1910.....	34.80
New River Machine Co., bills of October 1st and 4th, for \$289.75 and \$8.35, respectively, covering the building of a barge for Engineer's quarter boat and mechanical supplies for use in re drainage operations	298.10
Reed A. Bryan, use of lighter three days, from August 1st to August 3rd, bill of September 1, 1910	9.00
LaBelle Mercantile and Hardware Co., groceries for use of Engineering Corps, bill of October 1, 1910	12.70
H. M. Ashe, typewriter for use in the Chief Drainage Engineer's office, bill of August 29, 1910	41.00
Model Land Co., 500 copies of maps showing drainage area, bill of October 6, 1910	92.50
Stranahan & Co., groceries for use of men employed in building lock, bill of October 13, 1910	130.72
Gilmore & Davis Co., hardware supplies for use in re drainage operations, bill of November 1, 1910	111.61
Fort Lauderdale Lumber Co., lumber used in construction of Engineer's quarter boat, bill of September 15, 1910	45.21
John W. Newman, chief of Engineering Corps, October, 1910, at \$125 per month, 1 month..	125.00

Edgar Carlton, as compass man in Engineering Corps, October, 1910, at \$90.00 per month, 1 month	90.00
Henry Smith, as chainman and axeman in Engineering party, October, 1910, at \$2.00 per day, 11 days	22.00
John Tucker, chainman and axeman in Engineering Corps, October, 1910, at \$2.00 per day, 22 days	44.00
W. C. Curry, chainman and axeman in Engineering Corps, October, 1910, at \$2.00 per day, 26 days	52.00
W. A. Keen, chainman and axeman in Engineering Corps, October, 1910, at \$2.00 per day, 1 day	2.00
G. W. Smith, as cook for Engineering Corps, October, 1910, at \$1.50 per day, 31 days....	46.50
Arthur Davis, as launchman for Engineering Corps, October, 1910, at \$60.00 per month..	18.46
Oliver Miller, for hire of launch, use of Engineering party, October, 1910, at \$1.00 per day, 14 days	14.00
Edgar Carlton, hire of houseboat, October, 1910, at \$5.00 per month	5.00
R. C. Hicks, Assistant Engineer, October, 1910, at \$125.00 per month, 1 month.....	125.00
R. C. Hicks, personal expense account, wages paid Wallace Erwin for work done in Engineering party, October, 1910, 16 days at \$2.00 per day	32.00
J. P. Hyman, services as instrument man, October, 1910, at \$90.00 per month	90.00
D. C. Driggers, services as launchman, October, 1910, at \$60.00 per month	60.00
E. A. Croucher, services as inspector, October, 1910, at \$60.00 per month	60.00

Marshall Carr, services as inspector, October, 1910, at \$60.00 per month	60.00
I. T. Stevens, services as rodman, October, 1910, at \$2.00 per day, 15 days	30.00
W. H. Russell, services as chainman, October, 1910, at \$2.00 per day, 22 days	44.00
D. S. Anderson, services as stakeman, October, 1910, at \$2.00 per day, 13 days	26.00
Harley Stout, services as stakeman, October, 1910, at \$2.00 per day, 6 days	12.00
I. C. Hughes, foreman of carpenters employed on quarter boat, October, 1910, at \$4.00 per day, 26 days	104.00
S. A. Moore, carpenter employed on quarter boat, October, 1910, at \$3.50 per day, 20½ days	71.75
Ralph Thomas, carpenter's helper, on quarter boat, October, 1910, at \$2.25 per day, 20½ days	46.12
J. O. Wright, expense account trip to Everglades and return, as Chief Drainage Engineer, October 17-27, 1910	54.15
J. O. Wright, salary as Chief Drainage Engineer, October, 1910, at \$5,000.00 per year..	416.67
G. C. Pierce, as Assistant Office Engineer, October, 1910	100.00

The following disbursements for the month of October, 1910, were read and approved:

Disbursements for the month of October, 1910.

Date.	Voucher No.	Amount.
Oct. 1,	2420—J. C. Luning, services as Secretary, September, 1910....\$	150.00
Oct. 1,	2421—W. M. McIntosh, Jr., services as Assistant Secretary, September, 1910.....	25.00

Date.	Voucher No.	Amount.
Oct. 1,	2422—Miss Mary Herring, services as stenographer to Secretary, September, 1910.....	75.00
Oct. 1,	2423—John T. Costa, services as chief clerk in Salesman's office, September, 1910.....	150.00
Oct. 1,	2424—C. B. Gwynn, services in abstracting United States and State entries, September, 1910.....	125.00
Oct. 1,	2425—J. M. Dell, for services listing United States entries and such other work required by the Trustees in Gainesville Land Office, September, 1910.....	125.00
Oct. 1,	2426—Burroughs Adding Machine Company, 1 duplex adding machine for office of Secretary, bill of September 27, 1910.....	441.00
Oct. 7,	2432—T. A. Sweeting, Tax Collector, Monroe County, drainage tax for 1907.....	13,526.41
Oct. 7,	2433—E. J. Blount, Tax Collector Lee County, drainage tax for 1907.....	8,919.66
Oct. 7,	2434—F. M. Tyler, Tax Collector, St. Lucie County, drainage tax for 1907....	166.23
Oct. 7,	2435—T. J. Hardee, Tax Collector Dade County, drainage tax for 1907.....	101,548.16
Oct. 7,	2436—Cyril Baldwin, Tax Collector DeSoto County, drainage tax for 1907....	1.00

Date.	Voucher No.	Amount.
Oct. 7,	2437—Bank of Bellhaven, for T. J. Wilkinson, for one gasoline launch, for use of Trustees in re drainage operations, draft of September 29, 1910	1,100.00
Oct. 8,	2438—H. & W. B. Drew Company, materials for Land Department, bill of September 6, 1910.....	2.76
Oct. 8,	2439—Rocky Mountain News, publication of notice of sale of Everglades lands, 11 lines 7 times, September, 1910..	3.85
Oct. 8,	2440—The Chicago Record-Herald, publication of notice of sale of Everglades lands, 8 lines 4 times, September, 1910...	6.40
Oct. 8,	2441—Eagle Stamp Works, rubber stamps, for Secretary's office, bill of Sept. 14, 1910...	2.75
Oct. 8,	2442—T. J. Appleyard, printing receipts, etc., for Secretary's office and printing and rulling township plats, etc., for Land Department.	21.60
Oct. 8,	2443—I. N. Withers, salary and expenses as State Land Selecting and Inspecting Agent, September, 1910 ...	86.66
Oct. 8,	2444—Western Union Telegraph Company, bill of September, 1910.....	.76
Oct. 19,	2445—W. V. Knott, Treasurer State School Fund..	15,000.00

Date.	Voucher No.	Amount.
Oct. 28,	2446—First National Bank, Tallahassee, Florida, freight on launch purchased for use of Engineering corps, under John W. Newman, Assistant Engineer....	329.29
Oct. 29,	2447—W. V. Knott, Treasurer, State School Fund...	10,000.00
Total		<u>\$151,806.53</u>

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Florida, November, 15, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

Minutes of previous meeting were read and approved.

The Secretary presented the following report of J. O. Wright, Chief Drainage Engineer, as to work of drainage operations for the month of October, 1910:

“Tallahassee, Florida, November 10th, 1910.

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

“Gentlemen: I submit, herewith, estimate No. 4, in favor of the Furst-Clark Construction Company, for work

done on the drainage canals during the month of October, 1910, amounting to \$25,304.43.

"They operated during the month the four dredges purchased from the State and near the latter part of the month added two other dredges to their equipment. These additional dredges did not get to work until near the end of the month and the output from them was comparatively small. The engineer's report for the first week in November shows these new dredges are making good progress and I anticipate a great increase in yardage during this month.

"As the work advances, the proportion of rock excavation is decreasing. During October the material excavated by the dredge "Everglades" on the lower end of the North New River Canal was 68% earth and 32% rock; the material excavated by the dredge "Okeechobee" on the lower end of the South New River Canal was 70% earth and 30% rock; the material excavated by the dredge "Miami," on the Miami Canal, was 60% earth and 40% rock. Of the total excavation during the month 73% was earth and 27% was rock.

"During the first half of the month there were severe rain storms in the southern part of the State. These, coming just at the close of the rainy season, when Lake Okeechobee was full of water, flooded the Everglades, covering their surface from one to three feet deep. This great quantity of flood water, flowing over the surface of the Glades into the canals, carried with it a large amount of deposit, much of which, because of the dams at Fort Lauderdale and Miami, has been left in the canals. The engineer in charge reports that in many places along the North New River, the South New River and Miami canals that the water was over the waste pile thrown out by the dredges. Such a flood necessarily overflows the lands adjacent to these canals and this condition cannot be pre-

vented until the main outlets are completed and Lake Okeechobee lowered three to five feet.

“Respectfully submitted,

“J. O. WRIGHT,

“Chief Drainage Engineer.”

The report was ordered recorded and Secretary was instructed to draw check for the sum of \$25,304.43, amount shown to be due Furst-Clark Construction Company for work for the month of October, 1910.

The following bills were read, approved and ordered paid:

Furst-Clark Construction Company, for excavation during the month of October, 1910, less the 10% reserved under the contract...\$ 25,304.43	
Fred E. Fenno, Clerk Circuit Court, Palm Beach County, for certified copies of bill of complaint in cause Florida East Coast Railway Company vs. Albert W. Gilchrist, et al.....	24.00
R. O. Davies Pub. Co., for five consecutive publications of notice of sale of lands by Trustees.....	21.00
Park Trammell, expenses account trip to Jacksonville to confer with Hon. Chas. M. Cooper relative to the matter of employment in suit of Cutting vs. Trustees, \$13.60; and expenses of trip to DeLand to argue Plaintiff's exceptions to Defendant's answer in suit of Root vs. Trustees, \$23.79;	37.39

The following bills were read, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

J. Emmet Wolfe, to salary as Secretary from Oct. 15, 1905 to Feb. 15, 1907, 16 months, at \$25.00 per month, bill ordered paid July 6, 1910....	400.00
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L. B. Boyd, rent of launch and launchman 24 days in July, at \$5 per day, \$120.00; 85 gallons gasoline at 19 cents, \$16.15; 4 gallons cylinder oil at 80 cents, \$3.20; 16 dry cells at 25 cents, \$4.00; 18 days in August, launch and launchman at \$5.00 per day, \$90.00; total \$233.35; credited by checks for \$175.00.....	58.35
The New Miami Steam Laundry (G. L. Had-dock, Mgr.) laundry done for dredge "Everglades," in June and July, bill of Aug. 1, 1910.....	9.05
Frank T. Budge, hardware supplies for launch, part of which was needed to comply with orders from Government Inspector regarding lights, bells, life preservers, etc., bill of Nov. 1, 1910.....	16.80
J. A. Dann, for 1 drill used in making sound-ings at bottom of canal, bill of October 1, 1910.....	1.00
Fort Lauderdale Lumber Company, for ma-terial for stakes used by engineering party, bill of Oct. 31, 1910.....	10.00
Miami Yacht and Machine Company, supplies for launch, bill of October 27, 1910.....	15.69
E. H. Eubanks, hardware for use on launch and cooking utensils for field party, bill of Nov. 1, 1910.....	34.50
Robert A. Henderson, groceries for field party, also cover for table and cambric for signal flags, bill of November 1, 1910.....	22.55
LaBelle Mercantile and Hardware Company, groceries for field party, bill of Nov. 1, 1910.....	9.29
Gillett Lumber and Transportation Company, for material used in construction of quar-ter-boat, bill of October 31, 1910.....	375.00

Stranahan & Company, groceries for field party, gasoline, waste, etc., furnished in October, 1910.....	63.52
R. C. Hicks, for subsistence, traveling expenses and miscellaneous party expenses during the month of October, 1910, as Assistant Drainage Engineer.....	159.82

The following resolutions adopted by the Board of Directors of the Florida Coast Line Canal and Transportation Company were read:

A meeting of the Board of Directors of the Florida Coast Line Canal and Transportation Company was held at the office of Stephen O. Edwards, 170 Westminster Street, Providence, Rhode Island, at 2:15 o'clock p. m., November 7th, 1910.

The following resolutions were adopted:

WHEREAS, On the 29th day of October, A. D. 1910, the Trustees of the Internal Improvement Fund of the State of Florida did adopt and pass the following resolutions, to-wit:

WHEREAS, There are now held by Bion H. Barnett in escrow two deeds from the Trustees of the Internal Improvement Fund of the State of Florida to the Florida Coast Line Canal and Transportation Company, each deed conveying approximately 117,000 acres of land to said company; and

WHEREAS, By the agreement between the said Trustees and the Canal Company under which said deeds are held by said Barnett, one deed is to be delivered to the company "when said Canal Company shall have duly completed its canal between Matanzas and Halifax Rivers and shall have done one-half of the work necessary to construct the portion of its canal between St. Augustine and the St. Johns River," and the other deed is to be delivered when the canal between St. Augustine and the St. Johns River is completed; and

WHEREAS, More than one-half the work necessary to construct the portion of the canal between St. Augustine and the St. Johns River has been done by said Canal Company, and the canal connecting St. Augustine with the St. Johns River is so nearly fully completed that it is being regularly navigated by vessels desiring to pass from one river to the other, and the work is in progress deepening the canal between the Matanzas and Halifax Rivers, and a contract for the completion of this latter work has been entered into between the Canal Company and the Eastern Dredging Company of Boston. And

WHEREAS, It is represented by said Canal Company that it has procured a purchaser, namely, J. M. Barrs, who is ready and willing to pay for the lands embraced in one of said deeds, namely, the deed embracing the southernmost one hundred and seventeen thousand acres of said land at Two and 65/100 dollars per acre, and that of the said purchase price one-fourth is to be paid in cash and the balance in deferred payments to be evidenced by interest bearing notes secured by mortgage on said lands; and

WHEREAS, It is desirable to expedite and facilitate the drainage, reclamation and settlement of said lands and to get the same on the tax books for the payment of taxes; now, therefore, on account of the consideration herein named, be it

RESOLVED, That said Bion H. Barnett be and he is hereby authorized and directed to deliver to said Canal Company the said escrow deed embracing the southernmost one hundred and seventeen thousand acres, approximately, of land (also designated as the Second Escrow Deed); Provided, That in lieu of the said deed the cash payment to be realized from said sale shall be deposited with the Barnett National Bank of Jacksonville, and that the notes and mortgage, or mortgages, for said deferred payments shall be endorsed, assigned and delivered

to said bank by said Canal Company to be collected and converted into cash according to the terms thereof or as said bank may with the consent of the Trustees be directed by said Canal Company, and that the funds derived from said notes and the said cash shall constitute a special fund in the hands of said bank to be used by said Canal Company only for the construction and maintenance of the said canal until completed, as aforesaid, the same to include such actual digging and expenses directly incidental thereto, such as superintendence of the work, repair of machinery and payment of employees directly connected with the work, and the like, as may be incurred and undertaken with the approval and consent of the Engineer hereinafter mentioned, and such payments to be made upon the checks, drafts, or orders of said Canal Company, countersigned by some person to be designated by the said Trustees, the same to be based on the certificate of an Engineer to be designated by said Trustees as to such work of construction and maintenance, which certificate shall be made upon actual inspection of work done on such construction and maintenance and on examination of the accounts of said company as to matters to be paid out of said fund by such engineer or by an accountant to be designated by the Trustees, and shall show that the amount to be paid under such certificate has been earned by bona fide work of construction and maintenance; Provided, further, That the provisions and requirements herein concerning maintenance are to be performed and satisfied as follows: That out of the said funds there shall be set aside as needed such amount not exceeding fifty thousand dollars as may in the opinion of such engineer be necessary to restore the canal in Palm Beach and Dade Counties to its required width and depth, which amount, or so much thereof as may be necessary shall be expended for that purpose, and that within sixty days after the passage of this resolution by the Trustees, the Canal Company

shall send to said counties a dredge suitable for such work of restoration and maintenance, but said Canal Company may use such dredge, first to open the Gilberts Bar Section of Indian River in Palm Beach County for the United States Government so as to give a clear channel in said section, the cost of said work to be paid by the United States Government and not to be deducted from the funds above designated, and; Provided, further, That the compensation of said engineer and all costs and expenses in connection with said inspection work shall be paid by said Canal Company, and also that the compensation and expenses of F. M. Hudson in connection with his recent negotiations with said Canal Company as authorized by the Trustees by resolution dated August 3, 1910, shall be paid by said Canal Company, and after the completion of said canal between the Matanzas and Halifax Rivers as aforesaid, and between St. Augustine and the St. Johns River as aforesaid, and the expenditure of said sum of fifty thousand dollars or so much thereof as may be necessary for maintenance as aforesaid, any money or funds derived from the sale of said land as aforesaid remaining in the possession of said bank shall be paid over by it to the said Canal Company or its order.

The inspection of work and accounts of said Canal Company on behalf of said Trustees as hereinbefore mentioned shall be made on or before the tenth day of each month so as to enable said Canal Company to pay monthly for such construction and maintenance.

The terms of the contract of December 1st, 1906, between the said Trustees and said Canal Company and on which said escrow deeds are held by said Barnett are not to be affected or changed in any way hereby, other than as above specified, and it is understood and agreed that the other escrow deed remaining in the hands of said Barnett shall not be delivered before the completion of the entire work of completing said canal as specified in

the said contract between said Canal Company and said Trustees dated December 1st, 1906. It is hereby

RESOLVED, That the Florida Coast Line Canal and Transportation Company does hereby accept and agree to said resolutions of said Trustees of the Internal Improvement Fund of the State of Florida and the conditions and provisions therein contained. Be it further

RESOLVED, That said Bion H. Barnett be, and is hereby, requested to deliver to said Florida Coast Line Canal and Transportation Company, or to its order, or to any officer of said Canal Company, or to C. M. Cooper, Esq., as attorney for said Canal Company, the said escrow deed mentioned in said resolutions, namely, the escrow deed embracing the southernmost one hundred and seventeen thousand (117,000) acres approximately of land (also designated as the Second Escrow Deed) in accordance with the provisions and conditions of said resolutions of said Trustees of the Internal Improvement Fund of the State of Florida.

A true copy: Attest. A. H. SAWYER, Secretary.

(Corporation Seal.)

The Secretary was instructed to record said resolutions and prepare a certified copy of same together with resolutions adopted on October 29, 1910, by the Trustees of the Internal Improvement Fund relative to the delivery of a certain deed held in escrow by Bion H. Barnett to the Florida Coast Line Canal and Transportation Company and mail such certified copies to Bion H. Barnett at Jacksonville, Florida, for his information.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

It is mutually agreed between the parties to this agreement that the said lands shall be paid for by the said E. C. Chambers in installments. The said E. C. Chambers hereby promising and agreeing to pay the said Trustees for said land as follows:

Twenty thousand dollars (\$20,000.00) upon the signing and sealing of this agreement by the parties thereto; thirty thousand dollars (\$30,000.00) on the first day of July, A. D. 1911; forty thousand dollars (\$40,000.00) on the first day of January, A. D. 1912; sixty thousand dollars (\$60,000.00) on the first day of July, A. D. 1912; one hundred and fifty thousand dollars (\$150,000.00) on the first day of January, A. D. 1913; two hundred thousand dollars (\$200,000.00) on the fifteenth day of June, A. D. 1913, and two hundred and fifty-eight thousand four hundred dollars (\$258,400.00) on the first day of July, A. D. 1914. These payments, except the first, to be evidenced by notes of this date.

It being understood that should the said E. C. Chambers fail to pay all or any part of said notes when due that he shall have fifteen days from the date of maturity of each respective note in which to pay same. It being further understood that all deferred payments so allowed shall draw interest at the rate of 6 per cent. per annum from the date of maturity until the date of payment.

To the faithful payment of said sums of money, as the same shall become due, as hereinbefore set forth, the said E. C. Chambers binds himself, his executors and administrators.

Upon the payment of the last installment by the said E. C. Chambers or his assigns, the said "Trustees" shall execute and deliver to the said E. C. Chambers, or to his assigns, a deed of conveyance conveying to him, his heirs or assigns, the following described lands, situated, lying and being in the State of Florida, to-wit:

In Township 47 South, Range 40 East, Sections 26, 28,

30, 32, 34 and 36, containing three thousand eight hundred and forty acres, more or less.

In Township 47 South, Range 41 East, Sections 26, 28, 30, 32, 34 and 36, containing three thousand eight hundred and forty acres, more or less.

In Township 48 South, Range 40 East, Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36, containing ten thousand eight hundred and eighty acres, more or less.

In Township 48 South, Range 41 East, Sections 2, 4, 6, 8, 10, 14, 18, 20, 22, 28, 30, 32 and 34, containing eight thousand three hundred and twenty acres, more or less.

In Township 49 South, Range 40 East, Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22 and 24, containing seven thousand and forty acres, more or less.

In Township 49 South, Range 41 East, Sections 6, 18 and 20, containing one thousand nine hundred and twenty acres, more or less.

In Township 51 South, Range 40 East, Sections 4, 6, 8, 18, 20, 28, 30 and 32, containing five thousand one hundred and twenty acres, more or less.

In Township 52 South, Range 40 East, Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 34 and 36, containing nine thousand six hundred acres, more or less, and containing in the aggregate fifty thousand five hundred and sixty acres, more or less, except such sections as may have been conveyed by the said Trustees to the said E. C. Chambers prior to the said last payment under the provisions of this agreement.

In the event of the failure of the said E. C. Chambers, or his executors or administrators, to pay in full the first installment of thirty thousand dollars (\$30,000.00) due under the terms of this agreement, on the first day of July, A. D. 1911, or within fifteen days thereafter, with interest after maturity as provided herein, this agreement shall cease and become inoperative, and the parties hereto

shall be released from the obligations thereof, except that the sum of twenty thousand dollars (\$20,000.00), paid by the said E. C. Chambers under this agreement, shall be retained by the "Trustees" and the said Internal Improvement Fund as the property of said Fund, as and for liquidated damages, which are hereby agreed upon and settled by the parties hereto as the damages to which the "Trustees" shall be entitled for said Fund, upon the failure of the said E. C. Chambers to pay said first installment of thirty thousand dollars (\$30,000.00) on the first day of July, A. D. 1911, or within fifteen days thereafter, with interest after maturity, as provided herein.

In the event of the failure of the said E. C. Chambers, or his executors or administrators, to pay in full the second installment under this agreement—the same being forty thousand dollars (\$40,000.00)—on the first day of January, A. D. 1912, or within fifteen days thereafter, with interest after maturity, as provided herein, or in the event of the failure of the said E. C. Chambers, or his executors or administrators, to pay in full any installment to become due hereunder after the first day of July, A. D. 1911, this agreement shall cease and become inoperative, and the parties hereto shall be released from the obligations thereof, except that the sum of fifty thousand dollars (\$50,000.00), the same being the cash payment of twenty thousand dollars (\$20,000.00), and the first installment of thirty thousand dollars (\$30,000.00), paid by the said E. C. Chambers, shall be retained by the "Trustees" and the said Internal Improvement Fund as the property of said Fund, as and for liquidated damages, which are hereby agreed upon and settled by the parties hereto as the damages to which the "Trustees" shall be entitled for said Fund upon the failure of the said E. C. Chambers to pay any one installment to become due hereunder after the first day of July, A. D. 1911.

It is mutually agreed that the said E. C. Chambers, or his assigns, shall have the right at any time prior to the payment of the first installment of thirty thousand dollars (\$30,000.00), due under the terms of this agreement on the first day of July, A. D. 1911, to select any of the above described lands in not less than section lots and pay for the same at the rate of twenty dollars per acre, exclusive of the cash payment of twenty thousand dollars (\$20,000.00), and upon the payment of said price for said land per acre the "Trustees" shall execute to the said E. C. Chambers a deed conveying to him, his heirs and assigns, the lands so selected, and the sum of five dollars per acre of the said sum of twenty dollars shall be applied by the "Trustees" as a credit upon the said first installment of thirty thousand dollars (\$30,000.00) due hereunder on the first day of July, A. D. 1911.

It is further agreed that after the payment by the said E. C. Chambers of the said first installment of thirty thousand dollars (\$30,000.00), making the total sum of fifty thousand dollars (\$50,000.00) paid under this agreement, which shall be held by the Trustees, as hereinbefore provided, then the said E. C. Chambers shall have the right to select any part of the lands described in this agreement and demand a deed therefor, in lots of not less than one section, upon the further payment of fifteen dollars per acre, and the "Trustees" shall execute to the said E. C. Chambers a deed conveying to him, his heirs and assigns, the lands so selected. It being understood that the said \$15.00 per acre shall be credited upon the next succeeding installment.

It is further agreed that the deeds to be executed by the "Trustees" to the land herein described shall contain the usual clause reserving to the "Trustees" the right-of-way for such drainage canals as may be constructed by the State, or by its authority.

It is further agreed that the said E. C. Chambers shall

pay the drainage tax levied upon the said lands as herein described, beginning with the assessment for the year 1911, and if he should fail to pay the said drainage taxes on or before the expiration of the time which the law allows for the payment of the same, then this agreement shall become inoperative and the "Trustees" shall be entitled to the same damages as if the said E. C. Chambers had failed to make the payment of the installments or any part thereof as hereinbefore provided.

In witness whereof, The parties hereto have set their hands and affixed their seals to this and to another instrument of like tenor and date, this 17th day of November, A. D. 1910.

ALBERT W. GILCHRIST, Governor.	(SEAL)
A. C. CROOM, Comptroller.	(SEAL)
W. V. KNOTT, Treasurer.	(SEAL)
PARK TRAMMELL, Attorney General.	(SEAL)
B. E. McLIN, Comm'r of Agriculture.	(SEAL)

Trustees Internal Improvement Fund of the
State of Florida.

Witnesses as to the signatures
of the Trustees:

J. C. LUNING.
G. T. WHITFIELD.

E. C. CHAMBERS. (SEAL)

Witnesses as to the signature
of E. C. Chambers:

J. C. LUNING.
G. T. WHITFIELD.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., November 18, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

The Secretary was instructed to have one thousand copies of the Minutes of the Trustees of the Internal Improvement Fund for the years 1909 and 1910 printed, fifty of said one thousand copies to be bound in leather.

The Trustees designated Mr. J. O. Wright as the Engineer to make the first inspection of the work done by the Florida Coast Line Canal and Transportation Company under the resolutions of the Trustees adopted October 29, 1910, and accepted by the Board of Directors of the Florida Coast Line Canal and Transportation Company on November 7, 1910, and, in conjunction with the management of said Canal Company, to designate some engineer to inspect such work in the future, and to report the results of his actions to the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 2, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Hon. A. C. Croom was made Chairman.

Minutes of previous meeting read and approved.

The Secretary presented the following bills, which were approved and ordered paid:

H. & W. B. Drew Co., office supplies for the Secretary, bills of November 17th and 25th and of December 1, 1910	\$	6.49
Burroughs Adding Machine Co., (check made payable to Doyle Bros.), blanks for machine, bill of November 16, 1910 .....		.84
John McDougall, postmaster, envelopes for Department Commissioner of Agriculture, bill of November 21, 1910		106.20
Capital City Bank, for T. J. Appleyard, letter-heads, second sheets, etc., for Secretary's office, bill of December 1, 1910		13.60
Z. T. Merritt, Clerk of Circuit Court, Dade County, to recording deed F. E. C. Ry. Co. to Trustees, bill of November 22, 1910.....		1.95
The Miami Printing Co., publishing notice of sale of lands, bill of October 31, 1910.....		21.00
W. J. Rossie, 35 cords of wood, bill of November 17, 1910		140.00

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

Arthur Davies, reimbursement of amount paid Mrs. F. Scriven for board and lodging, bill of November 15, 1910	\$	1.50
John W. Newman, amount paid Wm. Cason, for supplies furnished engineering party, bill of November 22, 1910		4.50
Western Union Telegraph Co., telegrams sent account drainage operations, bill of November, 1910		4.50

J. O. Wright, salary as Chief Drainage Engineer at \$5,000.00 per annum, November, 1910	416.67
G. C. Pierce, salary, as Office Engineer, November, 1910	100.00
John W. Newman, Assistant Engineer in charge of party, salary, November, 1910....	125.00
L. H. McCullough, instrument man, at \$90.00 per month, one-third month, November, 1910	30.00
Arthur Davies, launchman, at \$60.00 per month, November, 1910	60.00
M. M. Hall, chainman and axeman, at \$2.00 per day, 5 days, November, 1910	10.00
E. B. Fortson, chainman and axeman, at \$2.00 per day, 10 days, November, 1910	20.00
Ben Waldron, chainman and axeman, at \$2.00 per day, 13 days, November, 1910	26.00
B. C. Dyers, chainman and axeman, at \$2.00 per day, 14 days, November, 1910.....	28.00
G. W. Smith, cook for engineering party, at \$1.50 per day, 30 days, November, 1910....	45.00
Oliver Miller, hire of launch, at \$1.00 per day, 8 days, November, 1910	8.00
W. C. Curry, chainman and axeman, at \$2.00 per day, 17 days, November, 1910	34.00
A. Haggett, head carpenter, building quarter boat, at \$4.00 per day, 7½ days, November, 1910	30.00
John Stuart, carpenter, building quarter boat, at \$2.50 per day, half day, November, 1910	1.25
Wm. Pool, carpenter, building quarter boat, at \$2.50 per day, 6-8/10ths days, November, 1910	17.00
Cornelius Pool, carpenter, building quarter boat, at \$2.50 per day, 7-3/10ths days, November, 1910	18.25

Marion Messer, carpenter, building quarter boat, at \$2.50 per day, 7-3/10ths days, November, 1910	18.25
Jake Kirkland, carpenter, building quarter boat, at \$2.50 per day, 6-5/10ths days, November, 1910	16.25
Jim O'Neal, carpenter, building quarter boat, at \$2.50 per day, 6 days, November, 1910...	15.00
L. M. Thomas, carpenter, building quarter boat, at \$3.00 per day, 6-5/10ths days, November, 1910	19.50
R. C. Hicks, Assistant Engineer, November, 1910	125.00
J. P. Hyman, instrument man, November, 1910	90.00
E. A. Croucher, inspector, at \$60.00 per month, November, 1910	60.00
Marshall Carr, inspector, November, 1910....	60.00
J. H. Jacobie, inspector, at \$60.00 per month, 7 days, November, 1910	16.15
D. C. Driggers, launchman, at \$60.00 per month, 12 days, November, 1910	27.69
R. E. Smith, launchman, at \$60.00 per month, 13 days, November, 1910	30.00
Frank Merry, cook, at \$40.00 per month, 12 days, November, 1910	16.00
I. T. Stevens, rodman, at \$2.00 per day, 5½ days, November, 1910	11.00
J. H. Tate, rodman, at \$2.00 per day, 5 days, November, 1910	10.00
Will Russell, chainman, at \$2.00 per day, 10 days, November, 1910	20.00
C. R. Barkowskie, chainman, at \$2.00 per day, 15 days, November, 1910	30.00
Harley Stout, stakeman, at \$2.00 per day, 11 days, November, 1910	22.00
D. S. Anderson, stakeman, at \$2.00 per day, 5 days, November, 1910	10.00

M. T. Ensey, stakeman, at \$2.00 per day, 4 days, November, 1910	8.00
I. C. Hughes, carpenter foreman, at \$4.00 per day, 14½ days, November, 1910	58.00
S. A. Moore, carpenter, at \$3.50 per day, 16½ days, November, 1910	57.75
Ralph Thomas, carpenter's helper, at \$2.00 per day, 18½ days, November, 1910	37.00
S. E. Barton, laborer, lock wrecking, at \$2.00 per day, 2 days, November, 1910	4.00
C. Coleman, laborer, lock wrecking, at \$2.00 per day, 5 days, November, 1910	10.00
Ed Johnson, laborer, lock wrecking, at \$2.00 per day, 6 days, November, 1910	12.00
H. Grant, laborer, lock wrecking, at \$2.00 per day, 11.8 days, November, 1910	23.60

Hon. B. E. McLin, Commissioner of Agriculture, presented a letter from Wilson & Boswell, of Bartow, which stated that the Omohundro Bros. Lumber Company, of Polk County, desired to build a tram road across the northwest quarter of the southeast quarter of Section 10, Township 28 South, Range 23 East; that the tract of land referred to had no timber whatever on it; that the company had timber on the opposite side of the property described, which they desired to get to by building a tram road across said tract of land belonging to the State, and desiring to know what steps were necessary to secure said right-of-way for said tram road.

The Trustees, considering the matter, decided to grant the Omohundro Bros. Lumber Company permission to build and use a tram road across the northwest quarter of the southeast quarter of Section Ten (10), Township Twenty-eight (28) South, Range Twenty-three (23) East, subject to the permission granted to construct and use said tram road being revoked at any time by the Trustees of the Internal Improvement Fund. It being distinctly understood that the Trustees reserve the right to have

the said tram road discontinued at any time, and the said Omohundro Bros. Lumber Company, in accepting permission from the Trustees to place a tram road on and across said land, obligate themselves to discontinue the use of and remove said tram road and any timber, logs, etc., or other material used in its construction, from said land at any time upon written notice from the Trustees of the Internal Improvement Fund so to do, and the Secretary was instructed to communicate said permission to Messrs. Wilson & Boswell to be communicated by them to the Omohundro Bros. Lumber Company.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.

J. C. LUNING, Secretary.

Tallahassee, Florida, Dec. 5, 1910.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. Park Trammell was made Chairman.

Minutes of previous meeting read and approved.

Mr. A. A. Boggs appeared before the Trustees stating that his Company, The Everglades Plantation Company, had a dredge nineteen feet in width and with a dipper capacity of one and one-half yards of material, that they desired transporting up the North New River Canal of the Trustees to land owned by them, for the purpose of cutting some lateral canals on said land with a view to placing said land in a condition for cultivation; and desired to know what arrangements could be made with the

Trustees for getting their dredge by or around a dam in the canal, built by the Trustees to afford sufficient water to float the dredge while at work in time of low water.

After a full discussion of the matter the following resolution relative thereto was adopted. Be it

RESOLVED, That for the purpose of cutting lateral canals through their property lying alongside of the North New River Canal, so that the land may be placed in a condition for cultivation, The Everglades Plantation Company is hereby given permission to transport a dipper dredge nineteen feet wide and of a capacity of one and one-half cubic yards of material to a point in said canal near a dam constructed by the Trustees to float the State dredge in times of low water, and to cut a slip just below said dam of sufficient width and depth to float their dredge, continuing this slip or canal on their land around the dam in the State canal, re-entering the State canal North of the State dam. It being understood that this work is to be done under the direction and in a manner to be approved of by the Engineers in the employ of the Trustees, and that the said Everglades Plantation Company are not to cut the opening into the State canal above the dam until the filling of the canal cut by their dredge has been done to the satisfaction of the Engineers of the Trustees.

Mr. Boggs also stated that, owing to the excessive high water caused by the hurricane of October last, he and Mr. Sanders were unable to comply with the terms of a contract they had with the Trustees to plant 50 acres of rice in 1910 and 50 acres of rice in 1911 upon land purchased by them from the Trustees, for which the planting of this rice was a portion of the consideration. Mr. Boggs stated that they had all preparations made for the planting, having secured the rice and were working upon the land getting it in proper condition when the storm came and flooded the land, a great deal of the land having water

standing upon it now. He also stated that they had been informed by the United States Department of Agriculture that the month of December was the best time to plant rice in the region of the Everglades and they had been making their preparations accordingly, but would be unable to do so on account of the excessive water caused by the storm.

The Trustees, recognizing the impossibility of Messrs. Boggs and Sanders planting the rice under the circumstances, and further recognizing that this condition had been brought about by circumstances beyond their control to prevent or remedy, extended the time for planting the 50 acres of rice in 1910 to as early a date in 1911 as it was possible and practicable to plant same, the other conditions of the contract between them and Messrs. Boggs and Sanders to remain as at present agreed upon in said contract.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 10, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.
B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

Financial statement for the month of November, 1910, and disbursements for the same month, was read, ap-

proved and ordered spread upon the Minutes, as follows:

Financial Statement for the Month of November, 1910.

To balance on hand Nov.1, 1910.	\$220,205.73	
To cash received for sale of land for month of November.....	264.00	
To cash received from sale of Minutes	1.00	
To cash received from the Furst- Clark Construction Co., fourth payment on boats, barges, etc.	1,000.00	
To cash received from E. C. Chambers, part purchase price of lands	20,000.00	
	<hr/>	\$241,470.73
By disbursements for November, 1910		28,411.62
		<hr/>
To balance on hand December 1, 1910		\$213,059.11

Reconcilement.

Cash and cash items in hands of Secretary	\$ 750.00	
Cash in banks	212,309.11	
	<hr/>	\$213,059.11

Distributed in the Following Banks:

Capital City Bank, Tallahassee, Fla.....	\$ 5,364.17
First National Bank, Tallahassee, Fla.....	23,275.15
Exchange National Bank, Tampa, Fla.....	18,211.41
Citizens' Bank and Trust Co., Tampa, Fla....	8,936.59
First National Bank, St. Petersburg, Fla.....	5,071.83
Florida National Bank, Jacksonville, Fla....	45,358.11
First National Bank, Miami, Fla.....	23,711.34
Bank Bay Biscayne, Miami, Fla.....	2,340.69
Barnett National Bank, Jacksonville, Fla....	45,039.79
Bank of Palm Beach, Palm Beach, Fla.....	6,000.00

Hillsboro State Bank, Plant City, Fla..... 9,000.00
 Atlantic National Bank, Jacksonville, Fla.... 20,000.00

\$212,309.11

Disbursements for the Month of November, 1910.

Date.	Voucher No.	Amount.
Nov. 1	2448—J. C. Luning, services as Secretary, October, 1910.....	\$ 150.00
Nov. 1	2449—W. M. McIntosh, Jr., services as Assistant Secretary, October, 1910	25.00
Nov. 1	2450—Miss Mary Herring, services as stenographer to Secretary, October, 1910	75.00
Nov. 1	2451—C. B. Gwynn, listing entries in the United States Land Office, October, 1910	125.00
Nov. 1	2452—J. M. Dell, services in United States Land Office at Gainesville, October, 1910	125.00
Nov. 1	2453—John McDougall, postmaster, envelopes for Secretary's office, bill of October 14, 1910	32.26
Nov. 1	2454—John T. Costa, chief clerk in Salesman's office, October, 1910	150.00
Nov. 1	2455—John McDougall, postmaster envelopes for office of Chief Drainage Engineer, bill of October 29, 1910	21.64
Nov. 2	2456—I. N. Withers, salary and expenses as State Land Selecting and Inspecting Agent, October, 1910	172.25
Nov. 2	2457—Western Union Telegraph Co., October, 1910	2.85

Date	Voucher No.	Amount.
Nov. 2	2458—First National Bank of Tallahassee, reimbursement for a draft made for amount due J. M. Marshall in June, 1910	30.00
Nov. 7	2459—Eagle Stamp Works, rubber stamps for Secretary's office, bill of October 22, 1910.	4.30
Nov. 7	2460—The True Democrat, for publishing notice of the sale of lands, bill of October 12, 1910	23.50
Nov. 7	2461—Capital City Bank, for T. J. Appleyard, for 1,000 special blanks for Land Office, bill of October 11, 1910	5.50
Nov. 7	2462—James H. McKenney, Clerk of U. S. Supreme Court, costs in matter of the six drainage tax suits, bills of October 27, 1910	82.50
Nov. 15	2465—Furst-Clark Construction Co., for amount of work done on drainage work, October, 1910	25,304.43
Nov. 15	2466—Fred E. Fenno, Clerk of Circuit Court, for two copies of suit of F. E. C. Ry. Co. vs. Albert W. Gilchrist et al.	24.00
Nov. 15	2467—R. O. Davies Publishing Co., publishing of notice of sale of lands, bill of November 1, 1910	21.00
Nov. 15	2468—Park Trammell, expenses of a trip to Jacksonville to confer with Hon. Chas. M. Cooper relative to matter of employment in suit of Cutting vs. Trustees, \$13.60; and trip to	

Date	Voucher No.	Amount.
	DeLand to argue plaintiff's exceptions in suit of Root vs. Trustees, \$23.79	37.39
Nov. 29	2471—W. V. Knott, Treasurer, for State School Fund	2,000.00
Total		\$ 28,411.62

Report of J. O. Wright, Chief Drainage Engineer, upon the work done by the Furst-Clark Construction Company in excavation in the Everglades during November, 1910, was read, together with an estimate of the amount of work done by said company during said month, showing a total of 346,785 cubic yards of material of all kinds excavated during the month, of which 296,154 cubic yards was earth material and 50,631 cubic yards was rock material. The amount of material excavated at 8 cents per cubic yard for earth and 20 cents per cubic yard for rock, amounting to \$33,818.52. Retaining the 10 per cent. reserved under the contract, leaving the sum of \$30,436.65.

The report of the Chief Drainage Engineer, together with the estimate of work done by the Furst-Clark Construction Company during November, 1910, was approved and ordered recorded and referred to the Board of Drainage Commissioners:

Tallahassee, Fla., December 9th, 1910.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, State of Florida, Tallahassee.

Gentlemen: I have the honor to transmit herewith Estimate No. 5, for work done by the Furst-Clark Construction Company in accordance with the terms of their contract during the month of November, 1910.

Six dredges were operated during the month, with the results shown on the estimate. Considerable time was lost on some of the dredges in changing the firebox of the

boilers so as to burn crude oil instead of wood and coal for fuel.

The dredge "Okeechobee" has been temporarily discontinued on the work and taken to Miami for repairs.

The relative amount of earth and rock in the present estimate is as follows: —Per Cent.—

	Earth.	Rock.
Everglades	79	21
Okeechobee	70	30
Miami	62	38
Caloosahatchee	100	..
No. 8	100	..
Loran	100	..
Of the total estimate.....	85.4	14.6

On this basis, the cost of the work during the month was 9.7 cents per yard, without classification.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer.

A letter was read from the Tatum Bros. Real Estate and Investment Company relative to certain lands purchased by W. R. Comfort and S. M. Tatum from the Trustees of the Internal Improvement Fund that they state the Florida East Coast Railway Company has filed a Lis Pendens against, requesting that the Trustees consider the matter of having the Lis Pendens removed against these particular lands or consider the matter of the Trustees exchanging other lands for them.

The communication was referred to the Attorney General and the General Counsel for their consideration and report.

The matter of deeding certain lands to E. G. Sewell, executor of the estate of Herbert Sewell, deceased, was brought to the attention of the Trustees, showing that there was a discrepancy of about 24 acres between the survey of the surveyor employed by Mr. Sewell and Mr. John W. Newman, C. E., in the employ of the Trustees, in the fractional part of Section 1, Township 44, Range

35, bordering on the southern shore of Lake Okeechobee, Mr. Newman's survey making the fractional portion of this section 53.2 acres, while the surveyor employed by Mr. Sewell estimated the acreage as being only 28 acres. The Trustees have decided to deed Mr. Sewell, executor, 88 acres of land, but they never contemplated deeding said Sewell more than 28 acres of land on the lake front.

The Secretary was instructed to write Mr. Sewell that, having ascertained that there was 53.2 acres of lake front in Section 1, Township 44 South, Range 35 East, they were unwilling to deed him that much lake front, but were willing to deed him the fractional southeast quarter of the northeast quarter bordering on the lake, and the northeast quarter of the southeast quarter and the north half of the southeast quarter of the southeast quarter of Section 1, Township 44 South, Range 35 East; or they would deed him the fractional southwest quarter of the northeast quarter, bordering on the lake, and the northwest quarter of the southeast quarter and the north half of the southwest quarter of the southeast quarter of Section 1, Township 44 South, Range 35 East, either parcels of which land will make in the neighborhood of 88 acres, according to the survey of Mr. John W. Newman, in meandering the south shore of Lake Okeechobee. Should the house known as the Club House, in said section, township and range, prove to be on the opposite parcel of land from that selected by Mr. Sewell, he was to have the privilege of removing said house, together with whatever other improvements there might be on land not selected by him. Should Mr. Sewell decide not to accept either of the above propositions, it was the unanimous decision of the Trustees that the matter of deeding this land to Mr. Sewell would have to remain in abeyance until a survey of the lands in that territory could be had by the Trustees, so as to arrive at a definite conclusion as to the correct acreage contained in said section, township and range.

Report of Hon. Park Trammell, Attorney General, upon

his recent trip of inspection to the drainage operations on the East Coast was read for information and ordered filed.

Communications were read from Treadwell & Treadwell, of Arcadia, and Mr. Martin H. Long, of Jacksonville, relative to the N. $\frac{1}{2}$ and the S.W. $\frac{1}{4}$ of Section 3, Township 42 South, Range 23 East, in DeSoto County, in which the South Florida Land Company claimed the land under deed originally given to this land by the Florida Southern Railroad Company, said railroad company claiming title to said land by Act of the Legislature and action of former Trustees, and the Trustees having, in December, 1907, deeded said land to the Wisner Land Company.

The communications were ordered referred to the Attorney General and General Counsel for investigation and report.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Furst-Clark Construction Co., for work done on drainage canals during month of November, 1910	\$ 30,436.65
Southern Express Co., November, 1910	1.72
Capital City Bank, for T. J. Appleyard, for letterheads and report blanks, bills of December 3rd and 1st, 1910	12.00
Florida Electric Co., 1 table lamp for Chief Drainage Engineer's office, bill of November 29, 1910	4.25
The Dixie Culvert and Metal Co., tank with pipe connections, bill of November 11, 1910.	14.50
Stranahan & Co., nails, ice, etc., furnished engineering party, bill of October, 1910.....	9.29
Porter Dean, housing and storage of Engineer's supplies, \$10.00; and 1 dozen steel dogs for use in construction of quarter boat, \$5.00	15.00

New River Machine Shop (Holloway & Bryan, proprietors), bill of November 1, 1910.....	12.75
G. F. Ireland, supplies for gasoline launch, bill of November 30, 1910	79.88
LaBelle Mercantile and Hardware Co., subsistence for engineering party on Lake Okeechobee, bill of December 1, 1910	103.61
Hendry & Hill, for expense incurred in unloading and launching the gasoline launch purchased for use of engineering party, bill of November 1, 1910	23.00
Julius Smith, office supplies for Engineer in charge of surveying party, July, 1910.....	5.35
Covington Co., supplies for use on board Engineer's quarter boat at Fort Lauderdale, Fla., bill of October 31, 1910	32.45
Covington Co., supplies for use on board Engineer's quarter boat at Fort Myers, Fla., bill of October 31, 1910	32.45
John A. Cunningham, supplies for use on Engineer's quarter boat, bill of November 10, 1910	96.50
Knight & Wall Co., material used in construction of quarter boat on Lake Okeechobee end of the work, bill of October 31, 1910....	135.77
Holmes Drug Co., supplies for office of Chief Drainage Engineer, bill of November 1, 1910	.40
New River Machine Shop (Holloway & Bryan, proprietors), 1 Glade boat, bill of November 1, 1910	25.00
H. & W. B. Drew Co., supplies for office of Chief Drainage Engineer, bill of November 30, 1910	29.67

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., December 29, 1910.

The Trustees met in the Office of the Executive on this date.

Present:

- Albert W. Gilchrist, Governor.
- A. C. Croom, Comptroller.
- W. V. Knott, Treasurer.
- Park Trammell, Attorney General.
- B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

New River Cafe (Holloway Bros., proprietors), meats for house boat, bill of December 10, 1910	\$ 4.53
Florida East Coast Railway Co., transportation charges on freight, bill of November 1, 1910	16.96
J. W. Watson, 2 sheets zinc, bill of November 24, 1910	3.95
Miami Yacht and Machine Co., supplies and repairs to State launch "Dixie," bill of November 28, 1910	28.39
The McCrimmon Lumber Co., laths and 2x2 used by engineering party for stakes, bill of November 25, 1910	8.25
Stranahan & Co., quarter boat subsistence, bill of November, 1910	118.55
C. D. Leffler, gasoline for use on State launch, bill of December 1, 1910	21.17
Everett Hotel, board of Mr. John W. Newman one month, \$40.00; and of launch man, two days, \$4.00; account house boat construction, bill of December 9, 1910	44.00

C. H. Lyne Foundry and Machine Co., for one cast iron 1½-inch split box, bill of November 1, 1910	4.20
Frank T. Budge, supplies and furnishings for Engineer's quarter boat, bill of December 1, 1910	34.89
Richardson-Kellett Co., one tent and fly complete, bill of December 10, 1910	12.00
R. C. Hicks, personal expense account, November, 1910	108.90
John McDougall, postmaster, envelopes for the Drainage Commissioners, bill of December 27, 1910	43.18
B. E. McLin, expense of trip to inspect the "Coast Line Canal and Transportation Company's" canals from Jacksonville to Miami, and to inspect drainage work in the Everglades, December 11th to and including December 21st, 1910	40.25
J. O. Wright, expense incurred from December 11th to December 21st, 1910, on official business	35.20
J. O. Wright, expense incurred on official trip to the Everglades, November 20th to 25th, 1910, inclusive	37.40
Albert W. Gilchrist, expenses of trip inspecting the Inland Canal from Jacksonville to Miami, and inspection of dredges at Miami and Fort Lauderdale, December 11th to December 19th, 1910, inclusive	41.45

Bill of Hon. W. H. Ellis, for expense incurred as General Counsel for the Trustees, for stenographic expenses, railroad fare, etc., amounting to \$49.85, was approved and ordered paid.

The Trustees having, at their meeting of October 29th, 1910, referred the making of a survey of the Everglades,

or such portion thereof as was considered practicable, to Mr. J. O. Wright, Chief Drainage Engineer, in response to said request Mr. Wright presented the following report on the matter:

Tallahassee, Fla., November 13, 1910.

Trustees of the Internal Improvement Fund, Tallahassee, Fla.

Gentlemen: On October 31st I received a letter from your Secretary, Mr. Luning, transmitting a copy of a portion of the Minutes of a meeting of October 29th, in which the matter of subdividing the unsurveyed lands in the Everglades is referred to me for consideration and report thereon.

The United States Government has adopted a plan known as the rectangular subdivision of public lands, under which practically all of the public lands of the United States have been surveyed and subdivided by the United States Government.

This law provides, in general, that the public lands of the United States shall be divided by north and south lines run according to the true meridian and by others crossing them at right angles, so as to form townships six miles square. Also that the townships shall be divided into thirty-six sections, each of which shall contain 640 acres, as nearly as may be, by a system of two sets of parallel lines, one governed by the true meridian and the other by parallels of latitude, the latter intersecting the former at right angles and at intervals of one mile.

Under this act the survey of the public lands in Florida is founded on a true meridian running north and south through Tallahassee and a base line running east and west at right angles to the meridian through this point. The ranges and townships are numbered from this true meridian and base line.

In the execution of the public surveys under the existing law, it is apparent that the requirements that the

lines of the survey shall conform to the true meridian and that the townships shall be six miles square, taken together, involves a mathematical impossibility due to the convergence of the meridians.

In order to harmonize the incompatibilities of the requirements of the law with the application of mathematics thereto, the manual of instruction provides for the establishment of standard parallels conforming to the parallels of latitude initiated from the true meridian at intervals of twenty-four miles and extending east and west of the same. Also the establishment of guide meridians conforming to the true meridian initiated at the base line and successive standard parallels at intervals of twenty-four miles running north and south, resulting in tracts of land twenty-four miles square, as nearly as may be, which are subsequently divided into tracts of land six miles square by two sets of lines, one conforming to the true meridians, crossed by others conforming to parallels of latitude at intervals of six miles, containing 23,040 acres, as nearly as may be, designated as a township.

Such townships are subdivided into thirty-six tracts, called sections, each of which shall contain 640 acres, as nearly as may be, by two sets of parallel lines, one set parallel to the true meridian and the other conforming to parallels of latitude, mutually intersecting at intervals of one mile and at right angles, as nearly as may be. In subdividing the township into sections, all excess, or deficiency, of the regulation section of 640 acres shall be added to or deducted from the western and northern tiers of sections, or half sections, in such townships.

Practically all of the public lands of Florida, except the Everglades, have been subdivided by the United States Government in accordance with the general provisions above specified. The tract commonly known as the Everglades has not been subdivided, but the greater part of the adjacent lands surrounding this tract has been surveyed by the United States Government and the township

and section corners located and marked by suitable monuments.

The only action of the Trustees that is of record affecting the subdivision of this unsurveyed territory is a resolution of the Board, adopted January 2, 1905, and published on pages 5, 6 and 7, Vol. VI, of the Minutes of the Trustees of the Internal Improvement Fund; a resolution adopted June 10, 1907, and published on page 66, Vol. VII, of the Minutes of the Trustees. Accompanying these resolutions was an official map of United States Patent No. 137, known as the Everglades. The blueprint accompanying this report is a copy of said amended map on an enlarged scale. On June 14, 1907, the following resolution was adopted, as appears on pages 70 and 71, of Vol. VII, of the published Minutes of the Trustees:

“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 2, 1905, and as amended by the resolution of said Trustees, June 10, 1907, embracing the lands in the United States Patent No. 137, be, and the same are hereby, adopted and ratified as the townships, sections and ranges 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 appears 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 1 and continuing to Section 36, inclusive; 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."

J. W. Newman, a surveyor employed by the Trustees, made a subdivision of that part of Township 50 South, Range 41 East, that lies south of the North New River Canal, and also the east half of Township 51 South, Range 41 East. These surveys and plats have been officially adopted by your honorable body, are placed of record, and land has been sold in accordance with such surveys.

These acts of the Trustees, the adoption of the official map, and the resolutions accompanying the same, and the plats of the Newman survey, cannot be modified or materially changed in the survey and subdivision of the Everglades. Any work done must be in accordance with the intent and meaning of the resolutions above cited. In order to carry out this intent in an actual survey, and run the lines and establish corners, as provided on the official map, some definite instructions should be adopted, setting forth the manner in which the work shall be done.

In order to carry out a survey, it is necessary to have some fixed point, or points, the location of which is undisputed, from which to initiate and carry forward the work. It is a well-established fact that a line, or corner, located by the United States Government under an official survey, cannot be changed, even if it is afterward proved to have been wrongly placed. The same law, I think, would hold in reference to the survey made by Mr. Newman.

In the plan I here recommend to you I have selected the S.W. corner of Township 50 South, Range 41 East, as established by the Newman survey, above mentioned, as the initial point, marked "O" on the map from which the survey of that part of the territory lying east of the range line between Ranges 36 and 37 East shall be made. From the point O, a parallel shall be run due west twenty-four miles to the point M on the map. On this line, township corners shall be established at intervals of six

miles, marked O', O'' and O''' . Through the point M, a meridian shall be established, extending north to the south shore of Lake Okeechobee and south to the line dividing Townships 59 and 60, or the prolongation of said line. This meridian shall be run due north and south and become the range line between Ranges 36 and 37 East. From the point O, the west line of Township 51 South, Range 41 East, shall be run to close with the N.W. corner of Township 52 South, Range 41 East. From the point O, a guide meridian shall be run due north to the township line between Townships 46 and 47, or this line produced, marked P on the map. From the point P, a guide parallel shall be run due west to intersect the meridian between Ranges 36 and 37 at the point S. From the N.W. corner of Townships 55 South, Range 40 East, 55 South, Range 39 East, and 56 South, Range 38 East, meridians shall be run due north to intercept the guide parallel OM.

From the township corners, marked O', O'' and O''' on the map, located on the parallel OM, meridians shall be run due north to intercept the guide parallel PS. From the S.E. corner of Townships 43 South, Range 40 East, 42 South, Range 39 East, 41 South, Range 38 East, and 40 South, Range 37 East, meridians shall be run due south to intercept the guide parallel PS.

From the S.W. corner of Townships 41 South, Range 39 East, 42 South, Range 39 East, 43 South, Range 40 East, 44 South, Range 41 East, and from the S.W. corner of Section 35, Township 45 South, Range 41 East, parallels shall be run due west to intercept the range line between Ranges 36 and 37, or the east shore of Lake Okeechobee.

From the N.W. corners of Townships 52 South, Range 41 East, 53 South, Range 41 East, 54 South, Range 40 East, 55 South, Range 39 East, 56 South, Range 38 East, 57 South, Range 38 East, 58 South, Range 38 East, and 59 South, Range 38 East, lines shall be run due west to intercept the range line between Ranges 36 and 37.

The townships thus established shall be subdivided into sections of 640 acres, as nearly as may be, according to the rules and methods employed by the United States General Land Office in the survey and subdivision of public lands.

In subdividing the territory west of the range line between Ranges 36 and 37, the following method shall be followed:

The N.E. corner of Township 45 South, Range 33 East, marked A on the map, shall be taken as the initial point. If the monument at this corner cannot be found, it shall be relocated according to the directions issued by the United States General Land Office for re-establishing lost corners. From this point a parallel shall be run due east to intercept the range line between Ranges 36 and 37, at B. On this township line, corners shall be established at intervals of six miles from A at A' and A". The other township lines subdividing the unsurveyed territory west of the range line between Ranges 36 and 37 shall be run from the township corners established by the United States Government on the west side of this unsurveyed territory due east, parallel with the controlling line, AB, until they intercept the range line between Ranges 36 and 37.

From the S.E. corner of Township 52 South, Range 34 East, marked C on the map, a second controlling parallel shall be run due east to intercept the range line between Ranges 36 and 37 at the point marked D on the map. On this parallel, six miles east of the point C, a township corner shall be established, marked C'. From this township corner, and also from the S.E. corners of Township 52 South, Range 34 East; Township 52 South, Range 33 East; Township 53 South, Range 32 East; Township 53 South, Range 31 East; Township 53 South, Range 30 East, meridian lines shall be run due south to tide water, dividing the territory into ranges. From the S.E. corner of Township 53 South, Range 32 East, a parallel shall be

run due east to intercept the guide meridian at the point F. Measuring south on the guide meridian from the point F, township corners shall be established at intervals of six miles and parallels run west from these corners to the coast on the west to divide the territory into townships. From the township corners A, A' and A'', meridian lines shall be run due north to the south shore of Lake Okeechobee. From the point A'', a meridian shall be run due south to intercept the guide parallel between Townships 52 and 53, and from the N.E. corner of Township 48 South, Range 34 East, a meridian shall be run north to intercept the line AB. From the N.E. corner of Township 44 South, Range 32 East, a meridian shall be run north to intercept the south shore of Lake Okeechobee. The remainder of Townships 42 South and 43 South shall be completed in accordance with the work previously done by the United States Land Office.

All of the townships thus formed shall be subdivided into sections one mile square, as nearly as may be, according to the rules and practice of the General Land Office for subdividing townships.

In order that there may be no conflict in the surveys made by different surveyors in this territory, it is necessary that there be established and permanently marked one or more standard meridians. These should be located at some convenient point, preferably in the vicinity of Fort Lauderdale and Miami, for surveys on the east side, and at some place on the south shore of Lake Okeechobee for surveys on the west side of the standard meridian.

In a book of instructions issued by the General Land Office, June 1, 1909, it is stated that the General Land Office prohibits its employees and contracting surveyors from depending to any extent from courses derived from the needle. It also declines to advise other surveyors what variations to use in their own regions. The difference in the variations used, and careless and inaccurate measurements, are the chief causes of conflicting surveys.

To avoid this, I recommend that a standard meridian be established in the vicinity of Fort Lauderdale by taking numerous observations on Polaris and taking the mean or the average of these observations; that this line be permanently marked by suitable stone or concrete monument, with copper plugs embedded in the same, marked with a cross to indicate the exact position of the line; that a similar line be established at some place on the south shore of Lake Okeechobee; that engineers or surveyors making a survey east of the guide meridian, between Ranges 36 and 37, be required to test their instruments with this standard line and use such variation as this line may indicate at the time the survey is made, and that persons making surveys west of the guide meridian shall compare their instruments with a standard near the south shore of Lake Okeechobee and use the variation as shown by this line when making such surveys; that complete copies of all field notes and plats of surveys made in this territory be filed with the Trustees of the Internal Improvement Fund.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer.

Mr. Wright requested permission to have above report printed in pamphlet form, for the purpose of sending said report, together with maps or plats of the Everglades, to land companies and other persons owning bodies of land in the Everglades that they desired having surveyed, for their information and guidance in having such surveys made.

The Trustees adopted the above recommendations of Mr. Wright respecting a survey of the Everglades lands and authorized him to have such a number of copies of the report printed as he deemed necessary.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 30, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Secretary presented the resignation of Mr. Alfred Atchison as Timber Agent for the Counties of Dade, Monroe and Lee, as follows:

“Key West, Fla., November 19, 1910.

“To the Honorable Board of Trustees, Internal Improvement Fund, State of Florida.

“Gentlemen: I hereby tender you my resignation as Timber Agent for the Counties of Dade, Monroe and Lee. Please accept same and oblige,

“Yours respectfully,

“ALFRED ATCHISON.”

The resignation of Mr. Alfred Atchison as Timber Agent, for the Counties of Dade, Monroe and Lee was presented and accepted, and Mr. P. T. Knight, of Key West, was appointed Timber Agent for said counties under the following resolutions:

Be it Resolved, by the Trustees of the Internal Improvement Fund of Florida, That Mr. P. T. Knight, of Key West, Fla., is hereby appointed and employed as Timber Agent for them for the Counties of Monroe, Dade and Lee, of this State, the said appointment to be from this December 30th, 1910.

That it shall be his duty as such Timber Agent to make collections as far as possible for all timber, wood and charcoal removed or taken from the State lands within Monroe, Dade and Lee Counties. That for the timber and wood he shall collect 50 cents for each cord, and shall collect 5 cents per sack for each sack of charcoal.

That he shall make monthly reports, on the first of each month, to the Trustees, of the amount of timber, wood and charcoal for which he has collected, and the sum collected, and said monthly reports shall be made whether any collections are made or not.

That he shall, for his compensation for the services herein required of him, be paid 25 per cent. of the amount so collected by him, which said amount he shall retain out of his collections, and it shall be his duty to remit the remaining 75 per cent. of the amount so collected to the Trustees monthly at the time of transmitting his monthly report.

That for a faithful performance of the duties required of him as such Timber Agent and the prompt remittance to the Trustees, he shall give a bond in the sum of five hundred dollars, which bond shall be made payable to the Trustees of the Internal Improvement Fund.

That this appointment shall be in full force and effect until January 1, 1912, unless revoked prior to that time by the Trustees.

A communication was presented to the Trustees from Mr. Don Farnsworth, which had been written to Governor Gilchrist, desiring to know if it was possible to secure a right-of-way to build an electric line or gasoline motor line along the banks of the canal running from Fort Lauderdale, and the Secretary was directed to inform Mr. Farnsworth that they were not now prepared to consider matters of right-of-way for electric or gasoline motor lines along the banks of the canals in the Everglades.

The following letter from Mr. J. L. Billingsley was presented:

"Miami, Fla., December 20, 1910.

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

"Dear Sirs: One of my clients, Mr. A. M. Kitchen, has made a number of investments in and around Fort Lau-

derdale, among these being the purchase of a tract of Everglades land lying between the forks of the river, and it is his intention to improve this property by laying out about two miles of rock roads, etc., between the canals; and in his behalf I respectfully request permission from you gentlemen for Mr. Kitchen to use a portion of the rock along the bank of the canals upon land belonging to the Internal Improvement Fund.

"If this permission is granted to us, I would suggest that we be allowed to remove only a portion of the embankment at a given point, possibly a strip six feet wide on the side of the embankment nearest to the canal.

"Mr. Kitchen is one of our best citizens; a very industrious and public-spirited gentleman, and I assure you that any restrictions or conditions which you gentlemen may name in connection with the removal of the rock will be carefully and faithfully observed by him.

"With best wishes, I am, Very truly yours,

"J. L. BILLINGSLEY."

The Trustees, considering the matter, decided that the permission would be granted, requesting that care be exercised in not allowing any of the excavated material on the banks of the canal to fall back in said canal while procuring said material from the banks. Said permission to be discontinued at the option of the Trustees.

The Secretary presented the following letter from Mr. W. D. Barnett, Vice President of the Barnett National Bank:

"Jacksonville, Fla., December 28, 1910.

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

"Gentlemen: We have to-day closed what is known as the Barrs sale in accordance with resolution passed by your Board on October 29th, 1910. They have paid over to us in cash \$77,703.94, balance in interest-bearing notes secured by mortgages.

"The cash payment has been credited to the Florida Coast Line Canal and Transportation Company in special account.

"We are enclosing you signature card, which please return to us with signature of party authorized to countersign checks against this account.

"Yours very truly,

"W. D. BARNETT, Vice President."

The Trustees, for the present, designated Mr. J. O. Wright as the party authorized by them to countersign checks against the account referred to, and instructed the Secretary to secure the signature of Mr. Wright to a card sent by the bank for the purpose and mail same to the Barnett National Bank with the instructions stated above.

The Trustees, considering the matter of the insurance being carried on the dredges sold to the Furst-Clark Construction Company on partial payments, decided that they would require that portion of the insurance which the contract called for to be carried for the protection of the Trustees placed in insurance companies licensed to do business in this State, but that they had no objection to the Furst-Clark Construction Company, the purchasers of the dredges, placing what insurance over and above this amount that was permissible and they desired in what companies they pleased, and the Secretary was instructed to so notify Mr. H. J. Drane, of Lakeland, and the Furst-Clark Construction Company.

Upon consideration, it was

RESOLVED, That the Trustees would reimburse the Wisner Land Company for the amount paid by them for drainage taxes for the years 1907 and 1908 on lands conveyed to them by the Trustees in the year 1908, and would also pay said Wisner Land Company the amount paid by them in the redemption of lands sold for the drainage taxes of 1907, said lands being a portion of the lands conveyed to said Wisner Land Company in the year 1908.

The following opinion of Hon. W. H. Ellis, General Counsel of the Trustees, was presented, read and ordered spread upon the Minutes:

“Quincy, Fla., December 16, 1910.

“Hon. A. W. Gilchrist, Chairman Trustees I. I. Fund, Tallahassee, Fla.

“Dear Sir: I am in receipt of a letter from the Attorney General, transmitting a letter from Tatum Bros. Real Estate and Investment Company to the Trustees of the I. I. Fund, under date of the 7th instant, relating to lands involved in the suit of the East Coast Railroad Company vs. the Trustees of the I. I. Fund et al., pending in Palm Beach County.

“Mr. Tatum suggests that the Trustees get the ‘Lis Pendens’ placed on other lands, claiming that the Lis Pendens constitutes a cloud on the title to the lands owned by the Richardson-Kellett Company, which that company purchased from Mr. Tatum, who obtained them from the Trustees.

“Attached to the bill in the case above stated is a list of lands which the East Coast Railroad Company claims to own the title to by reason of the grants made by the Legislature to any railroad company constructing a line of road in compliance with the law; the list attached to the bill of complaint describes lands contained in the sections mentioned in the letter of Tatum Bros. Real Estate and Investment Company.

“The position of the Trustees in the suit referred to is that the claim of the railroad is unfounded in law so far as it affects the title to the lands already conveyed by the Trustees to other persons.

“I should think that the Trustees would not undertake to enter into an agreement with the East Coast Canal and Transportation Company or the East Coast Railroad, whereby, if the railroad company would release its claim

to the lands claimed by the Richardson-Kellett Company, the Trustees would convey to the railroad company other lands in lieu thereof. Such an agreement would be tantamount to an admission on the part of the Trustees that the claim of the East Coast Railroad Company in the suit referred to was valid. I mentioned the East Coast Canal and Transportation Company herein because that company is a party to the litigation referred to in the letter of Tatum Bros. Real Estate and Investment Company and would probably like to be advised of any such agreement if the Trustees contemplated entering into such an agreement.

"I advise the Trustees to enter into no such agreement pending the litigation.

"Yours very truly,

"W. H. ELLIS, General Counsel."

The Trustees, considering the matter of the N. $\frac{1}{2}$ and S.W. $\frac{1}{4}$ of Section 3, Township 42 South, Range 23 East, which was deeded by the Trustees of the Internal Improvement Fund to the Wisner Land Company in compromise settlement of a claim which the Wisner Land Company held against the Trustees, the South Florida Land Company claiming title to said land by virtue of a deed originally made by the Florida Southern Railroad Company to said land, thus constituting a cloud upon the title to said land deeded by the Trustees to said Wisner Land Company, decided that they would deed to the Wisner Land Company a similar acreage of land, of similar value, to be selected from any lands now owned by the Trustees, to be agreed upon; or, in lieu of this, would reimburse the Wisner Land Company in cash for said land, said land having been valued in the compromise agreement at \$2.00 per acre.

The Trustees then proceeded to place a value upon the lands owned by the State in Washington County, which Hon. I. N. Withers, State Land Selecting and Inspecting

Agent, had reported upon, and instructed the Secretary to record such valuations so placed by them in the special book prepared for such purpose.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

Tallahassee, Fla., December 31, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, presented a contract for sale of Lot 3, Section 11, and Lots 3 and 4, of Section 12, Township 37 South, of Range 17 East, containing 162.35 acres, more or less, to J. H. Goss and O. W. Golding, executed by the Trustees of the Internal Improvement Fund August 18, 1910, the conditions of said contract being that the land described was to be sold to said Goss and Golding at the price of \$20.00 per acre, \$5.00 per acre to be paid cash and the remainder of the purchase price, or \$15.00 per acre, to be paid on or before August 18, 1911, with 6 per cent. interest per annum upon the deferred payment. Mr. McLin stated that nothing had been paid upon said contract and that he had written the Bank of Sarasota, with whom the contract had been deposited, early in the present month, requesting the bank to notify Messrs. Goss and Golding that if payment was not made upon said contract at once that the contract would be cancelled and that on the 7th instant the bank returned the contract to him, no payment having been made upon same.

The Trustees, considering that a sufficiency of time had been given for complying with the conditions of the contract as to the cash payment, and this not having been complied with, that the said contract of sale of Lot 3, of Section 11, and Lots 3 and 4, of Section 12, Township 37 South, Range 17 East, executed August 18, 1910, be cancelled and the Honorable Commissioner of Agriculture be notified of this action of the Trustees.

Hon. B. E. McLin, Commissioner of Agriculture, also notified the Trustees that Mr. Raphael Zon, representing the Forestry Department of the United States Government, had selected the north five acres of Lot No. 29, of Section 26, Township 50 South, Range 41 East, for the purpose of making the experiment of growing eucalyptus trees, under the terms of a proposition made the Trustees by the Forestry Department of the United States and accepted by the Trustees at a meeting held by them on April 18, 1910.

The selection of land was approved for the purpose, and the Land Commissioner was instructed to make such entry in his office as would show this land to be reserved for the purpose stated.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., December 31, 1910.

The Trustees of the Internal Improvement Fund met in the Office of the Executive on this date.

Present:

Albert W. Gilchrist, Governor.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

The Trustees, having requested the Secretary to pre-

pare a statement showing the cost of drainage operations from the inception of the work to the 1st day of January, 1909, and from the 1st day of January, 1909, to the 1st day of July, 1910, the date the parties to whom the contract for drainage was let began operations, presented the following statement in accordance with such request:

Total Amount Expended in Drainage Operations from Sept. 5, 1905, to Jan. 1, 1909, Including:

Total cost of dredges "Everglades" and "Okeechobee" and \$31,577.80 expended of the cost of the construction and equipment of the dredges "Caloosahatchee" and "Miami" ..		\$306,952.39
Amount received for the dredge "Everglades"	\$ 35,000.00	
Amount received for the dredge "Okeechobee"	25,000.00	
Proportion of amount received for dredges "Caloosahatchee" and "Miami," being 33%	28,050.00	
Interest on \$60,000.00 for two years at 6% per annum	7,200.00	
Total	\$ 95,250.00	95,250.00

Amount spent in actual drainage \$211,702.39

Excavated during above period, 1,675,021 cubic yards of material, at cost of 12.64 cents per cubic yard.

Total Amount Expended in Drainage Operations from Jan. 1, 1909, to July 1, 1910, Including:

\$64,206.97 expended during that period in completion of construction and equipment of the dredges "Caloosahatchee" and "Miami"	\$307,533.06
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Amount received, being the proportion due for purchase of "Caloosahatchee" & "Miami," being 67%	\$ 56,950.00	
Interest at 6% per annum for one and one-half years on cost of dredges "Everglades" and "Okeechobee," \$5,400.00; and for one year for \$56,950.00 expended on dredges "Caloosahatchee" and "Miami".....	8,817.00	
Total	\$ 65,767.00	65,767.00
Amount spent in actual drainage		\$241,766.06
Excavated during above period, 2,173,970 cubic yards of material, at a cost of 11.02 cents per cubic yard.		
It is estimated that there are 19,013,496 cubic yards of material to be excavated under the contract which the State has with the Furst-Clark Construction Company. The contract price for this excavation is 20 cents per cubic yard for rock and 8 cents per cubic yard for earth and all other material. Estimating that one-fourth of this material to be excavated is rock and three-fourths earth and other material, would make the cost for excavation	\$2,091,483.76	
It is estimated that it will take 6% of the contract price to cover cost of engineering party and other expenses, making.....	125,489.04	
Making a total cost of	\$2,216,972.80	
Making the cost 11.01 cents per cubic yard under the contract with the Furst-Clark Construction Company.		

The report of the work done by the Furst-Clark Construction Company for the month of December, 1910, shows the excavation for that month to be 90.6% earth and only 9.4% rock, making the price per cubic yard for excavation for the month to be only 9.1 cents, and as the percentage of rock excavated for the month previous was 14.6%, showing that as the work progresses and nears Lake Okeechobee, the proportion of rock decreases, it is reasonable to suppose that the cost of excavation per cubic yard will be still further reduced from the price of 9.1 cents for the month of December, 1910.

The Trustees adopted the report and ordered that it be spread upon the Minutes.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. C. LUNING, Secretary.

FINANCIAL STATEMENT

OF THE

TRUSTEES

OF

The Internal Improvement Fund

FOR 1909 - 1910



1910

TALLAHASSEE, FLORIDA



41-I.I.F.

