# MINUTES

AND FINANCIAL TRANSACTIONS OF THE TRUSTEES

OF THE

### INTERNAL IMPROVEMENT FUND

OF THE

# STATE OF FLORIDA.

Tallahassee, Fla., January 4, 1911.

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 December 29, 30 and 31, 1910, were read and approved.

John T. Costa, services as Chief Clerk in Salesman's office, Dec., 1910
C. B. Gwynn, services as Clerk in Salesman's office, Dec., 1910
J. M. Dell, services as Clerk for Salesman in Gainesville Land Office, Dec., 1910 125.00
Western Union Tel. Co., bill of Dec., 191025 Gilmore & Davis Company, one 36x40 glass for
office door
bill of October, 1910 4.80

Hon. B. E. McLin, Commissioner of Agriculture, presented application of Mr. F. J. Pons to purchase Lot 8, Section 36, Township 2 South, Range 25 East, containing 60/100 acres, presenting a letter from Mr. Pons stating that the land was a fraction of an acre of land that joined his place, that it was of a swampy character, with no timber on it, and he desired the land mainly for the reason that in fencing his land it would save some fencing by enabling him to run his fence lines straighter.

The Trustees in consideration of the facts stated in Mr. Pons' letter agreed to sell the 60/100 of an acre above described, to Mr. Pons for the sum of \$5.00, and the Commissioner of Agriculture was requested to have deed executed to Mr. F. J. Pons for said land.

The Secretary presented a letter from Mr. A. A. Boggs, together with a check from Mr. Boggs payable to the Trustees for fifteen hundred dollars (\$1,500.00) in payment of 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 survey and plat of John W. Newman, Civil Engineer, which survey and plat was endorsed by the Trustees, said lots containing 100 acres, more or less, under

the terms of a contract between the Trustees of the Internal Improvement Fund and A. A. Boggs and A. B. Sanders, entered into on the 4th day of January, 1909, which contract gave said Boggs and Sanders the option of purchasing the land described above within two years from the date of said contract at the rate of \$15.00 per acre.

The Trustees ordered that a deed be issued to A. A. Boggs and A. B. Sanders to the above described land, in accordance with contract, and instructed Secretary to request the Honorable Commissioner of Agriculture to have deed to said land prepared and executed.

Mr. J. O. Wright, Chief Drainage Engineer, requested and recommended that the salary of his office assistant, Mr. G. C. Pierce, be increased from \$100.00 per month to \$125.00 per month, stating that Mr. Pierce was an expert stenographer, a rapid operator on the typewriter, a first-class draughtsman and accurate computer, and possessed good engineering judgment; a graduate of Cornell University, with a degree of "Civil Engineering", and containing these combination qualities, his place would be hard to fill with a satisfactory man, and that he was worth more money than he was now receiving.

The Trustees upon the request and recommendation of Mr. Wright, stated above, increased the salary of Mr. G. C. Pierce from \$100.00 to \$125.00 per month, to begin from January 1, 1911.

The records of the Land Department of the State of Florida showing that on December 7, 1859, Wesley L. D. Edge and Kinney D. Edge entered the N. E. ¼ of N. E. ¼ of Section 2, Township 4 South, Range 17 East, and paid therefor the purchase price, and the records showing that no deed ever issued to said purchasers, or their heirs, successors or assigns, and Thomas H. Owens, of Columbia County, Florida, having filed an abstract with the Hon. B. E. McLin, Commissioner of Agriculture, showing that title to said land now vested in him, and said Thomas H.

Owens having applied for a deed from the Trustees of the Internal Improvement Fund of the State of Florida to

make said title perfect; it was

Resolved, That a quit-claim deed be executed to Thomas H. Owens, of Columbia County, Florida, to the N. E.1/4 of N. E.1/4 of Section 2, Township 4 South, Range 17 East, and the Honorable Commissioner of Agriculture is requested to have said deed prepared and executed.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,

J. C. LUNING, Secretary.

Tallahassee, Fla., January 13, 1911.

Governor.

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. Financial statement and disbursements for the month of December, 1910, were read as follows:

Financial Statement for the month of December, 1910. To balanceon hand Dec. 1, 1910...\$213,059.11

To cash received from sale of

lands during Dec., 1910..... 612.72

To cash received from sale of Minutes .....

1.00

\$ 672.83

To cash received from Board of Drainage Commissioners, being reimbursement for amounts expended by Trustees in build- ing and equipping dredges and drainage operations\$110,120.26	della faut di analytik di ya dik di yanga di ganar
To cash received from R. J. Bolles, being first payment on purchase note of \$50,000.00 due Jan. 1, 1912	
To cash received from Furst-Clark Construction Company, \$1,000, being fifth payment on boats, barges, etc., and \$1,791.18 for materials and supplies sold to said Company	<b>-</b> \$351,584.27
By disbursements in Dec., 1910	142,697.39
To balance on hand Jan. 1, 1911.	\$208,886.88
	and the same of th
RECONCILEMENT.	
RECONCILEMENT.  Cash and cash items in hands of Secretary\$ 750.00  Cash in banks	-\$208,886.88
RECONCILEMENT.  Cash and cash items in hands of Secretary	-\$208,886.88 .\$ 14,190.30
RECONCILEMENT.  Cash and cash items in hands of Secretary	-\$208,886.88 .\$ 14,190.30 . 5,364.17
RECONCILEMENT.  Cash and cash items in hands of Secretary	-\$208,886.88 .\$ 14,190.30 . 5,364.17 . 18,211.41
RECONCILEMENT.  Cash and cash items in hands of Secretary \$ 750.00  Cash in banks 208,136.88— Balances in following banks: First National Bank, Tallahassee, Fla  Capital City Bank Exchange National Bank, Tampa  Citizens Bank Trust Company, Tampa, Fla  First National Bank, St. Petersburg, Fla	-\$208,886.88 .\$ 14,190.30 . 5,364.17 . 18,211.41 . 8,936.59 . 5,071.83
RECONCILEMENT.  Cash and cash items in hands of Secretary \$ 750.00  Cash in banks 208,136.88— Balances in following banks: First National Bank, Tallahassee, Fla Capital City Bank Exchange National Bank, Tampa Citizens Bank Trust Company, Tampa, Fla First National Bank, St. Petersburg, Fla Florida National Bank, Jacksonville, Fla	-\$208,886.88 .\$ 14,190.30 . 5,364.17 . 18,211.41 . 8,936.59 . 5,071.83 . 35,858.14
RECONCILEMENT.  Cash and cash items in hands of Secretary \$ 750.00  Cash in banks 208,136.88— Balances in following banks: First National Bank, Tallahassee, Fla Capital City Bank Exchange National Bank, Tampa Citizens Bank Trust Company, Tampa, Fla First National Bank, St. Petersburg, Fla Florida National Bank, Jacksonville, Fla First National Bank, Miami, Fla	-\$208,886.88 .\$ 14,190.30 . 5,364.17 . 18,211.41 . 8,936.59 . 5,071.83 . 35,858.14 . 11,211.34
RECONCILEMENT.  Cash and cash items in hands of Secretary\$ 750.00  Cash in banks	-\$208,886.88 .\$ 14,190.30 . 5,364.17 . 18,211.41 . 8,936.59 . 5,071.83 . 35,858.14 . 11,211.34 . 10,340.69
RECONCILEMENT.  Cash and cash items in hands of Secretary \$ 750.00  Cash in banks 208,136.88— Balances in following banks: First National Bank, Tallahassee, Fla Capital City Bank Exchange National Bank, Tampa Citizens Bank Trust Company, Tampa, Fla First National Bank, St. Petersburg, Fla Florida National Bank, Jacksonville, Fla First National Bank, Miami, Fla	-\$208,886.88 .\$ 14,190.30 . 5,364.17 . 18,211.41 . 8,936.59 . 5,071.83 . 35,858.14 . 11,211.34 . 10,340.69

Hillsh Atlan Gaine Citize Citize	tic esvillens I	Palm Beach, Palm Beach, Fla State Bank, Plant City, Fla National Bank, Jacksonville, Fla le National Bank, Gainesville, Fla Bank of Kissimmee, Kissimmee, Fla Bank of Madison, Madison, Fla ional Bank of Tampa, Tampa, Fla	6,000.00 9,000.00 20,000.00 5,000.00 7,000.00 4,000.00 10,000.00
		\$	208,136.88
Di	isbui	rsements for the month of December,	1910.
Date.		Voucher. No. of	Amount.
Dec.	1	2472—J. C. Luning, services as Secretary, Nov., 1910	\$ 150.00
Dec.	1	2473—W. M. McIntosh, Jr., services as Assistant Secretary, Nov.,	100.00
Dec.	1	1910	25.00
Dec.	1	Nov., 1910	75.00
Dec.	1	Salesman's office, Nov., 1910. 2476—C. B. Gwynn, Clerk in Sales-	150.00
Dec.	1	man's office, Nov., 1910 2477—J. M. Dell, Clerk for Salesman in Gainesville Land Office,	125.00
Dec.	1	Nov., 1910	125,00
Dec.	1	\$2,500.00 per annum 2479—Cyril Baldwin, Tax Collector, DeSoto County, drainage tax,	233.33
		1908	1.00

Date		No. of Voucher.	Amount
			Timount
Dec.	1	2480—E. J. Blount, Tax Collector,	
		Lee County, drainage tax,	0.470.00
D	4		3,179.30
Dec.	1	,	
		Dade County, drainage tax, 1908	00.700.00
D	-		89,729.29
Dec.	1	2482—(Transfer of Funds).	
Dec.		2483—(Transfer of Funds).	
Dec.	4	2484—W. V. Knott, Treasurer, State	
		School Fund, twenty-five per	1= 000 00
Dec.	3	cent. sale of public lands 2485—T. A. Sweeting, Tax Collector,	15,000.00
Dec.		Monroe County, drainage tax,	
		1908	19 597 01
Dec.	5	2486—H. & W. B. Drew Company,	10,021.01
		office supplies for Secretary,	
		bill of Nov. 17th and bill of	
		Nov. 25th, 1910	6.49
Dec.	5		
		ing Machine Company) rolls	
		for use Burroughs Adding Ma-	
		chine, bill of Nov. 16, 1910	.84
Dec.	5	2488-John McDougall, Postmaster,	
		envelopes for Land Depart-	
		ment, bill of Nov. 21, 1910	106.20
Dec.	5	2489—Capital City Bank for T. J.	
		Appleyard, letterheads, second	
		sheets, etc., bill of Dec. 1,	
		1910	13.60
Dec.	5	2490—Z. T. Merritt, Clerk Circuit	
		Court, Dade County, bill for	
		recording deed F. E. C. Ry Co.	
		to Trustees, bill of Nov. 22,	4.00
		1910	1.95

Date.	No. of Voucher.	Amount.
Dec. 5	2491—Miami Printing Company, for advertising notice of sale of lands, bill of Oct. 31, 1910	21.00
Dec. 5	2492—W. J. Rossie, for wood furnished dredge "Everglades"	
	prior to July 1, 1910	140.00
Dec. 5	2493—(Transfer of Funds).	
Dec. 5	2494—(Transfer of Funds).	
Dec. 23	2495—W. V. Knott, Treasurer, State School Fund, twenty-five per cent. of sale of lands to Jan. 1, 1911	20,087.38
Dec. 23	2496—(Transfer of Funds).	
Dec. 23	2497—(Transfer of Funds).	

The report of the Chief Drainage Engineer, showing the work done by the contractors, Furst-Clark Construction Company, for the month of December, 1910, was read, showing that 403,799 cubic yards of all material of all kinds was excavated during the month, 365,562 cubic yards being earth and 38,237 cubic yards being rock, this, at the contract price of 20 cents per cubic yard for earth and 8 cents per cubic yard for rock, amounting to \$36,892.36, reserving 10% called for under the contract, leaves the sum of \$33,203.12 due and payable to the Furst-Clark Construction Company for excavation, in the Everglades, for the month of December, 1910.

The report was accepted and ordered referred to the Board of Drainage Commissioners.

The following bills were read, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Furst-Clark Construction Company, for excavation in the Everglades during the month of

December, 1910, less the 10% called for under	
the contract\$	33,203.12
Capital City Bank for T. J. Appleyard blanks	
and second sheets, bill of Dec. 31, 1910	20.80
Southern Express Company, bill for Dec., 1910.	.80
H. & W. B. Drew Company, office supplies for	
Chief Drainage Engineer, bill of Dec. 16, 1910,	
and bill of Dec. 6, 1910	3.24
Western Union Tel. Co., services account office	
Chief Drainage Engineer, bill of Dec., 1910	5.08
Florida East Coast Railway Company, bill for	
transportation of freight, Nov., 1910	17.88
H. M. Ashe & Company, 1 typewriter ribbon, bill	
of Dec. 24, 1910	.75
Park Trammell, expenses trip of inspection	
Drainage operations on East Coast, Nov. 20th	
to 26th, 1910	51.15
J. O. Wright, salary as Chief Drainage En-	02,20
gineer for Dec., 1910, at rate of \$5,000.00 per	
annum	416.66
G. C. Pierce, salary as Office Engineer, Dec.,	110.00
1910	100.00
	100.00
John W. Newman, Assistant Engineer in charge	40× 00
of engineering party, salary Dec., 1910	125.00
L. H. McCullough, Instrument Man, Dec., 1910.	90.00
Arthur Davis, Launch Man, at \$60.00 per	
month, 22 days, Dec., 1910	50.77
B. C. Dyers, Chainman and Axman, at \$2.00 per	
day, 18 days, Dec., 1910	36.00
Ben Waldron, Chainman and Axman, at \$2.00	
per day, 29 days, Dec., 1910	58.00
Jasper Wilkinson, Chainman and Axman, at	
\$2.00 per day, 4 days, Dec., 1910	8.00
Jasper Wilkinson, cook, at \$1.50 per day, 5 days,	
Dec., 1910	7.50
	1.00

J. Lee Whidden, Chainman and Axman, at \$2.00	
per day, 18 days, Dec., 1910	36.00
W. L. Whidden, Chainman and Axman, at \$2.00	
per day, 5 days, Dec., 1910	10.00
W. L. Whidden, cook, at \$1.50 per day, 22 days,	
Dec., 1910	33.00
Oliver Miller, hire of launch, at \$1.00 per day,	00.00
	10.00
10 days, Dec. 1910	10.00
A. Huggett, Chief Carpenter on quarter-boat, at	110.00
\$4.00 per day, 28 days, Dec., 1910	112.00
William Pool, carpenter on quarter-boat, at	
\$2.50 per day, 25 days, Dec., 1910	62.50
Marion Messer, carpenter on quarter-boat, at	
\$2.50 per day, 21 days, Dec., 1910	52.50
Jake Kirkland, carpenter on quarter-boat, at	
\$2.50 per day, 27 days, Dec., 1910	67.50
L. M. Thomas, carpenter on quarter-boat, at	
\$3.00 per day, 18 days, Dec., 1910	54.00
J. O'Neal, carpenter on quarter-boat, at \$2.50	
per day, 26 days, Dec., 1910	65.00
Jesse Thomas, carpenter on quarter-boat, at	
\$2.50 per day, 28\(\frac{1}{2}\) days, Dec., 1910	71.25
Cornelius Pool, carpenter on quarter-boat, at	
\$2.50 per day, 25 days, Dec., 1910	62.50
R. C. Hicks, Assistant Engineer in charge of	
party, Dec., 1910	125.00
J. P. Hyman, Instrument Man, Dec., 1910	90.00
L. R. Prosser, Instrument Man, at \$90.00 per	00.00
month, 25 days, Dec., 1910	86.54
R. E. Smitch Launchman, at \$60.00 per month,	00.02
9 days, Dec. 1910	20.77
A. A. J. Croucher, Launchman, at \$75.00 per	20.11
month, Dec., 1910	75.00
Frank Merry, Cook, Dec., 1910	40.00
E. A. Croucher, Inspector, Dec., 1910	60.00
Marshall Carr, Inspector, Dec., 1910	60.00
	00.00

J. H. Jacobie, Inspector, Dec., 1910	60.00
R. B. Goodson, Chainman, at \$2.00 per day, 28	
days, Dec., 1910	56.00
C. R. Barkoskie, Chainman, at \$2.00 per day,	
29½ days, Dec., 1910	59.00
G. H. Davis, Rodman, at \$2.00 per day, 18 days,	
Dec., 1910	36.00
Ralph Thomas, Stakeman, at \$2.00 per day,	
25½ days, Dec., 1910	51.00
Patrick Donahue, Stakeman, at \$2.00 per day,	
15½ days, Dec., 1910	31.00
E. H. Will, Rodman, at \$2.00 per day, 6 days,	
Dec., 1910	12.00
M. T. Ensey, Stakeman, at \$2.00 per day, 11	
days, Dec., 1910	22.00
I. C. Hughes, carpenter foreman, on quarter-	
boat, at \$4.00 per day, 2 days, Dec., 1910	8.00

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

## Tallahassee, Florida, January 27, 1911.

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,

B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

Mr. F.B. Bell, special agent, appointed to inspect and value the lands owned by the State in Calhoun County,

presented his report of said inspection and valuation. The report was read, the valuation placed by Mr. Bell upon the lands was adopted as the valuation of the Trustees, and the Secretary was instructed to record the report in the book specially prepared for such reports.

Mr. Bell also presented his bill for services in making the inspection and valuation, amounting to \$245.00, which was ordered paid.

The Secretary presented a letter from Mr. Richard J. Bolles, requesting that the Trustees of the Internal Improvement Fund execute a release from a certain mort gage given by said Richard J. Bolles to said Trustees 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 39,040 acres of land, more or less, hereinafter described, and the Secretary reporting that said Richard J. Bolles had paid to the Trustees a sufficient amount to entitle him to have said lands released under the terms of the contract between the Trustees and said Bolles, the Trustees ordered that a release of mortgage to the following lands be executed and transmitted to Richard J. Bolles as per his request:

Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Seventeen (17), in Township Forty-nine (49) South, Range Thirty-nine (39), East.

Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Seventeen (17), in Township Forty-nine (49) South, Range Forty (40) East.

Sections Five (5), Seven (7) and Seventeen (17), in Township Forty-nine (49) South, Range Forty-one (41) East,

Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Seven-

teen (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), in Township Forty-eight (48) South, Range Thirty-nine (39) East.

Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), 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), in Township Forty-eight (48) South, Range Forty (40) East.

Sections Twenty-seven (27), Twenty-nine (29), Thirty-one (31) and Thirty-three (33) in Township Forty-eight (48) South, Range Forty-one (41) East.

Bill of H. Dale Miller for \$133.00 for the hire of a launch for 133 days from the period of February 1st to July 1st, 1910, approved by H. P. Savage, Engineer in charge of the work at the time, was ordered paid.

A letter was presented from Mr. J. B. Dill, of 88 Harriman Avenue, Jamaica, L. I., addressed to Governor Gilchrist, and by him transmitted to the Trustees, desiring the Trustees to execute a quit claim to him to the right to take certain material from the waters of the coast of the Gulf of Mexico, in this State, for a nominal consideration.

The Trustees directed the Secretary to inform Mr. Dill that they had no right to execute the quit-claim that he requested.

Bond of Hon. P. T. Knight, as Timber Agent for the State for the Counties of Dade, Monroe and Lee, for the sum of \$500.00, with Alfred Atchison and Geo. L. Bartlum as sureties, was presented, and being found to have been properly executed and the sureties being acceptable, the bond was accepted and ordered filed, and the Secretary instructed to advise Mr. Knight to begin his duties

as said Timber Agent at once, in accordance with the conditions stated in his appointment.

Mr. J. O. Wright, Chief Drainage Engineer, requesting more definite instructions relative to the matter of a survey of the Everglades lands, the Trustees adopted the following resolution appertaining to said survey:

Whereas, At a meeting of the Trustees of the Internal Improvement Fund held on the 29th day of December, 1910, a plan for surveying the lands embraced in United States Patent No. 137, known as the Everglades, was presented by the Chief Drainage Engineer and approved by the Trustees, Now, Therefore,

Be It Resolved, That the Chief Drainage Engineer is hereby authorized and directed to proceed with the survey of the said land by running the township and range lines and establishing the township corners and the section corners on the township and range lines, in accordance with plan adopted, as rapidly as the condition of the land will permit the work to be done economically.

The following letter from Mr. A. B. Sanders was read:

"Miami, Florida, January 9, 1911.

"Trustees of Internal Improvement Fund, Tallahassee, Florida.

"Gentlemen: I had made all arrangements to start my new pulverizing machine to prepare the land for planting the rice, under our contract with you, and went to Lauderdale last week to start the work, but found that the land, on which we are to plant the rice, has from two to eight inches of water over it so it was impossible to do any work at all.

"The water is coming through cuts made in the embankment by the contractors, Furst & Clark, above the dam, and is also coming through the gap between the two parts of Pine Island, so that the land which we expected to work over as drained is as much undrained as any of the Everglades, and until the water is kept out of this enclosure between the canals, it will be impossible for me to do anything. It would take very little time and expense to restore the embankments cut by the contractors to protect their dams during the high water and to replace the levee between the sections of Pine Island to keep out the Everglade water. I had hoped that this matter would be attended to and we would have some relief.

I have provided for this work by buying fertilizer and seed, also ditching and irrigation machinery, and now find that two-thirds of the rice and fertilizer have been ruined by the water backing up and covering a portion of it by coming through the embankments above mentioned. We have all of our machinery there ready to do this work but are unable to work because of the water. Unless these gaps are closed up and we are given drained land, we can do nothing. This has been a great expense to us so far, and we hope that you will have these embankments fixed so that we can complete our contract.

"We also have our ditching machine ready to start on the north side of the dam, but have so far been unable to do this because of the water running out of the main canal over the land.

"Trusting that you can give us relief at once, we are

"Very truly yours,

"A. B. SANDERS."

The letter was ordered referred to Mr. J. O. Wright, Chief Drainage Engineer, with a request that he render the relief requested as quickly as same can be done, having in view the efficiency and economy of the work.

Hon. B. E. McLin, Commissioner of Agriculture, presented the application of Chas. O. Andrews to purchase the N. W. ¼ of S. W. ¼ of Section 5, Township 3 North,

Range 17 West, and the Trustees decided to sell said land to Mr. Andrews for the price of \$2.25 per acre, and the Commissioner of Agriculture was directed to write him accordingly.

The Commissioner of Agriculture also presented application of Mr. John J. Cordner requesting the Trustees to deed him Lot No. 23 in Section 25 and Lots Nos. 17 and 18 in Section 26, Township 50 South, Range 41 East, Newman's subdivision of the Everglades, in lieu of lands previously deeded to him which had become involved in litigation, and which the Trustees, on January 23, 1909, decided they would do, advising Mr. Cordner, at that time, through the Honorable Commissioner of Agriculture, to that effect; and the title to the land now held by Mr. Cordner still being in dispute, it was,

Resolved, That the Honorable Commissioner of Agriculture is hereby directed to prepare and have executed a deed to John J. Cordner to Lot No. 23 in Section 25 and Lots Nos. 17 and 18 in Section 26, Township 50 South, Range 41 East, in lieu of the lands now held by Mr. Cordner, he making a proper relinquishment to the Trustees of the land now held by him and paying the difference in acreage of the two tracts of land.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, February 6, 1911.

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 bills were presented and ordered paid:
Capital City Bank for T. J. Appleyard, print-
ing for Land Department, bill of February
1, 1910
filing and entering record memo, in Rules
and Order Book, under date of December 3,
1909, and January 3, 1910
Capital City Bank for T. J. Appleyard, 1,000
copies Report for 1909-10, 754 pages, in-
cluding cover, at \$1.25 per page 942.50
J. O. Wright, expenses incurred in connection
with the Florida Coast Line Canal and
Transportation Company, same to be re-
funded by that Company, January 10-22,
1911 58.90
ml (-11-1-1-11)
The following bills were presented, approved and
ordered transmitted to the Board of Drainage Commissioners for their consideration;
Hendry & Hill, washer on wheel and boring
wheel, bill of February 1, 1911 3.25
H. & W. B. Drew Company, supplies for office
Chief Drainage Engineer, bills of January 2,
5, 7, 9 and 28, 1911
Racine Boat Company, connecting rod for 24 H. P. 4-cylinder engine, for repair of launch,
bill of January 11, 1911
0.00

Western Union Telegraph Company, bill for	
January 1911	5.53
The McCrimmon Lumber Co., 7 bundles laths	
for use of engineering party, bill of January	
1, 1911	1.75
Frank T. Budge, mechanical supplies for launch	
and house-boat, bill of December 31, 1910	18.48
New River Machine Shop (Holloway & Bryan,	
Proprietors), supplies and labor on launch,	
bill of December 26, 1910	4.00
Fort Lauderdale Lumber Co., stakes for en-	
gineering party, bill of December 31, 1910	8.82
New River Transportation Company, hauling	
gasoline, \$4.00; towing boat, \$3.00, bill of	
January 1, 1911	7.00
Stranahan & Company, quarter boat subsist-	
ence, \$60.26; launch and house-boat supplies,	
\$15.00, January 1911	75.26
J. F. Hill, office supplies for Chief Drainage	
Engineer, September 12 and October 29,	
1910	2.45
C. D. Leffler, gasoline for launch, bill of	
December 28, 1910	44.37
John A. Cunningham, furnishings for en-	
gineer's quarter-boat, Lake Okeechobee end of	
the work, bill of November 10, 1910	96.50
E. E. Goodno, lumber for construction of	
engineer's quarterboat, Lake Okeechobee end	10.10
of the work, bill of November 25, 1910 E. H. Eubanks, materials used for constructing	43.40
and use upon engineer's quarter-boat at Lake	
Okeechobee end of the work, bill of Novem-	
ber 30, 1910	60.00
L. D. Lindau, one 15-foot, round bottom boat	00.00
used as hull of a small launch, bill of Decem-	
ber 23, 1910, for East side	60.00
	00.00

struction of engineer's quarter-boat on Lake	
Okeechobee end of the work, bill of Decem-	
ber 27, 1910	26.32
East Coast Lumber & Supply Company, 1 door	
for quarter-boat at Fort Lauderdale end of	
the work	2.10
A. A. J. Croucher, expense account incurred in looking for a small launch to be used above	
the dams in the drainage work, December	
	5.50
1-3, 1910	5.50
Labelle Mercantile & Hardware Co., groceries	
for use of engineering party, bill of January	20 00
2, 1910	82.23
S. C. Houston, for use of launch by surveying	
party above the dams in canals, 6 days at	0.00
\$1.00 per day, bill of December 27, 1910	6.00
E. R. Koile, for 3 H. P. engine, labor installing	
same, and materials used in connection with	70.00
such installation, bill of December 23, 1910.	76.30
R. C. Hicks, personal expense account for	
January 1911, \$51.15; and \$50.00 paid E. R.	101 12
Koile on account 3 H. P. engine	101.15
Arthur Davis, personal expense account on trip	
to get supplies for J. W. Newman's party, at	10.40
Ft. Myers, January, 1911	10.40
John W. Newman, personal expense account,	E0 20
January 1911	59.38
J. O.Wright, salary as Chief Drainage En-	410.07
gineer, at \$5,000.00 per annum, January 1911	416.67
G. C. Pierce, salary as Office Engineer, Jan-	125.00
uary 1911	125.00
R. C. Hicks, Assistant Engineer, January 1911	90.00
J. P. Hyman, Instrument Man, January 1911 L. R. Prosser, Instrument Man, at \$90.00 per	90.00
month, 21 days, January 1911	72.69
month, 21 days, January 1911	12.09

A. A. J. Croucher, Launchman, January 1911.	75.00
M. L. Heiss, Lock Inspector, at \$90.00 per	
month, 9 days, January 1911	31.15
E. A. Croucher, Dredge Inspector, January	
1911	60.00
Marshall Carr, Dredge Inspector, January	
1911	60.00
J. H. Jacobie, Dredge Inspector, January	
1911	60.00
R. B. Goodson, Chairman, at \$2.00 per day,	
19.5 days, January 1911	39.00
C. R. Barkoskie, Chainman, at \$2.00 per day,	
20 days, January 1911	40.00
G. H. Davis, Rodman, at \$2.00 per day, 30 days	
January 1911	60.00
Ralph Thomas, Stakeman, at \$2.00 per day,	
25.5 days, January 1911	51.00
S. E. Fluck, Cook, at \$40.00 per month, 21 days,	
January 1911	27.09
S. E. Fluck, Stakeman, at \$2.00 per day, 8 days,	
January 1911	16.00
Harley Stout, Cook, at \$40.00 per month, 9	
days, January 1911	11.61
John W. Newman, Engineer in charge of party, January 1911	105.00
Arthur W. Davis, Launchman, at \$2.31 per day,	125.00
4 days, January 1911	9.24
B. C. Dyers, Chainman and Axeman, at \$2.00	3.24
per day, 18 days, January 1911	36.00
Ben Waldron, Chainman and Axeman, at \$2.00	00.00
per day, 26 days, January 1911	52.00
Oliver Miller, hire of launch, at \$1.00 per day,	
11 days, January 1911	11.00
Jasper Wilkinson, Cook, at \$1.50 per day, 18	
days, January 1911	27.00

Arthur W. Davis, Compassman, at \$3.46 per	
day, 18 days, January 1911	62.28
B. C. Dyers, Compassman, at \$3.46 per day, 8	
days, January 1911	27.68
Jasper Wilkinson, Chainman and Axeman, at	
\$2.00 per day, 6 days, January 1911	12.00
A. Huggett, Foreman, work on quarter-boat, at	
\$4.00 per day, 17 days, January 1911	68.00
H. W.Fleming, carpenter on quarter-boat, at	
\$3.00 per day, 23 days, January 1911	69.00
Wm. Pool, carpenter on quarter-boat, at \$2.50	
per day, 3 days, January 1911	7.50
Cornelius Pool, Carpenter on quarter-boat, at	
\$2.50 per day, 6 days, January 1911	15.00
Marion Messer, Carpenter on quarter-boat, at	
\$2.50 per day, 17 days, January 1911	42.50
Jake Kirkland, Carpenter on quarter-boat, at	
\$2.50 per day, 17 days, January 1911	42.50
J. O'Neal, Carpenter on quarter-boat, at \$2.50	
per day, 1 day, January 1911	2.50
Jesse Thomas, Carpenter on quarter-boat, at	
\$2.50 per day, 17 days, January 1911	42.50
	12.50
Miami Yacht and Machine Co., repairs to	6.63
launch "Dixie," bill of December 28, 1910	0.05

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

## Tallahassee, Florida, February 14, 1911.

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 meetings of January 27th and February 6th, 1911, were read and approved.

The financial statement for the month of January, 1911, was read, as follows:

Financial Statement for the month of January, 1911: To balance on hand Jan. 1, 1911, \$208,886.88 To land sales for the month.... 1,517.18

To amount received from R. J. Bolles, \$25,000,00 applied on a purchase note due Jan. 1, 1912; \$13,750.00 applied on drainage note due Oct. 1, 1911; \$25,000.00 applied on drainage note due Jan. 1, 1912; and \$3,125.00 applied on drainage note due April 1, 1912......

66,875.00

277,279,06

13,283.34

To amount received from banks, being interest on deposits for quarter ending Dec. 31, 1910,

1,329.50-\$291,891.90

	10,244.33
To balance on hand Feb. 1,1911,	\$281,647.57
Reconcilement.	
To cash and cash items in hands of Secretary\$ 750.00 To balance in banks 280,897.50—	\$281,647.57
Balances in following banks:	
First National Bank, Tallahassee, Fla	\$ 15,817.63 5,382.15 18,305.15 8,992.44 5,103.53 54,140.42 10,369.76 76,467.45 6,018.75 9,022.50 20,054.79 5,000.00 7,011.66 4,000.00 10,000.00 11,211.34 4,000.00 10,000.00

The following bills were read, approved and ordered paid:

F. W. Marsh, Clerk U. S. Circuit Court, services

in case S. I. Wailes vs. Trustees, bill of
February, 1911
Willis W. Colson, 7½ days services in Gaines-
ville Land Office, bill of February 1, 1911 25.00
The following bills were read, approved and ordered
transmitted to the Board of Drainage Commissioners:
Southern Express Company, bill for January,
1911, service
New River Cafe (Holloway Bros., Proprietors)
groceries furnished surveying party, bill of
December 29, 1910 44.29
R. C. Hicks, for use as a contingent fund as
Assistant Engineer on East side of the Drain-
age Operations, February 14, 1911 150.00
John W. Newman, for use as a contingent fund
as Assistant Engineer on West side of the
Drainage Operations, February 14, 1911 150.00
Furst-Clark Construction Company, amount
due for January drainage operations in the
Everglades, less reserved per cent., as per
contract )

The Secretary presented report of amount of work done by the contractors, Furst-Clark Construction Company, during the month of January, 1911, showing that during that month 264,183 cubic yards of earth and 29,008 cubic yards of rock, making a total of 293,191 cubic yards of material of all kinds, had been excavated, at the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock, amounting to \$26,936.24 for said work. Reserving 10% of this amount, as per the terms of the contract, leaves \$24,242.62 now due and payable to Furst-Clark Construction Company. The report was approved and ordered referred to the Board of Drainage Commissioners.

The following report from J. O. Wright, Chief Drainage Engineer, relative to the work being done by the contractors in the Everglades was read:

"Tallahassee, Florida, Feb. 9, 1911.

Trustees of the Internal Improvement Fund, and Board of Drainage Commissioners, Tallahassee, Fla.

Gentlemen: I have the honor to transmit herewith estimate No. 7 for work done by the Furst-Clark Construction Company under their contract during the month of January, 1911. The contractor operated five dredges during the month with the results shown on the estimate. The dredge "Okeechobee" was laid up for repairs early in December and was not in use during the month of January. I think the repairs are about completed and that the dredge will be on the work during the greater part of this month. The dredge "Everglades" was shut down for repairs for ten days during the month. The dredge "Miami" was shut down for over a week for repairs. The dredge "Loran" was taken off the work and moved down the Caloosahatchee to Bonnett Lake to remove a sand bar that obstructed the transportation of oil to the dredges.

The quantity of material was 110,608 cubic yards less than that removed during the preceding month, and about one-half the quantity that must be removed monthly to comply with the terms of the contract. This deficiency was due largely to the fact that the dredges were not all operated continuously during the month, but I am satisfied that the plant now on the work is not sufficient to make the required rate of progress. I have called the attention of the contractor to the fact that he is not making the required progress and he thinks, when he gets his plant overhauled and strengthened that he will be able to do so, but if he does not increase his output to

500,000 yards or more, during the month of February, he should be ordered to put on additional machinery. He has a combination dipper and suction dredge under construction at Miami to be used in cleaning out the silt in the canals and in enlarging the cross-sections where it is deficient, but this will not materially increase his monthly estimate. I think a large dipper dredge could be employed to good advantage on the lower end of the Hillsboro Canal.

Yours truly,

J. O. WRIGHT, Chief Drainage Engineer."

The report was ordered filed and a copy of same mailed to the Furst-Clark Construction Company, calling their attention to the necessity of placing additional dredges upon the work in the Everglades in order that the contract may be completed in the time called for.

Whereas, It appears that the Trustees of the Internal Improvement Fund did, on March 22,, 1883, in deed No. 11,809, convey to Sir Edward James Reed, certain lands in Section 19, Township 3 South, Range 5 East, and it appearing from said deed that the E. ½ of S. E. ¼ and S. W. ¼ of S. E. ¼ of said Section, Township, and Range, is a double description in said deed, and the Trustees having received full compensation for the E. ½ of S. W. ¼ and S. W. ¼ of S. W. ¼, as evidenced in said deed No. 11,809 and the maps of the Land Department of the office of the Commissioner of Agriculture, Now, Therefore,

Be It Resolved, That the Trustees of the Internal Improvement Fund hereby certify that they rightfully and equitably have no claim to said E. ½ of S. W. ¼ and S. W. ¼ of S. W. ¼ of Section 19, Township 3 South, Range 5 East, nor do they lay claim to said land,

and the Secretary is instructed to transmit this information to the Honorable Commissioner of Agriculture that he may cause record to be made of this action of the Trustees of the Internal Improvement Fund in the Land Department of his office.

The Secretary presented contracts in triplicate between the United States Department of Agriculture and the Trustees of the Internal Improvement Fund, providing for the planting of Eucalyptus trees upon 5 acres of land in the Everglades of this State. The terms of said contracts were accepted and Secretary instructed to have same executed by the Trustees and mailed to the United States Department of Agriculture for signature by said Department, and was also instructed to draw a warrant for the sum of \$250.00 and forward with the contracts, this being the amount agreed upon to be paid by the Trustees in helping to defray the expenses of planting said Eucalyptus trees upon 5 acres of land in the Everglades of this State and caring for same for the period of 5 years from time of planting.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, March 1, 1911.

The Trustes 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 bills were presented, approved and ordered paid:

ordered paid.	
J. C. Luning, services as Secretary, February	
1911\$	150.00
W. M. McIntosh, Jr., services as Assistant	27.00
Secretary, February 1911	25.00
Miss Mary Herring, services as Stenographer to	
Secretary, February 1911	75.00
John T. Costa, Chief Clerk in Saleman's office,	
February 1911	150.00
C. B. Gwynn, Clerk in Salesman's office,	
February 1911	125.00
W. W. Colson, Clerk for Salesman in Gaines-	
ville Land Office, February 1911	100.00
W. H. Ellis, services as General Counsel,	
February 1911	208.34
Western Union Telegraph Co., telegrams for	
February 1911	.25
Commissioner, General Land Office, Washing-	
ton, D. C., for 95 photolithographs, for use	
of Mr. F. B. Bell in examining State lands in	
West Florida, and for 9 township photolitho-	
graphs	26.95
The following bills were presented, approve	1
ordered transmitted to the Board of Drainage C	ed and
sioners for their consideration.	ommis-

H & W P Drow Company	
H. & W. B. Drew Company, supplies for office	
Chief Drainage Engineer, bills of February	
22-23, 1911	7.62
The Carl F. Roberts Lumber Company, lumber	
for quarter-boat, bill of February 1, 1911	2.65

G. Hand, Proprietor), work on launch, gasoline, and insulating electrode, bills of Jan-	
uary 1, 1911	7.55
Porter Dean, fixing clamp, furnishing bolts and	
taking care of freight one month, bill of February 1, 1911	6.00
The J. W. Lathrop Company, mechanical sup-	
plies, bill of February 14, 1911	7.50
Reed A. Bryan, use of launch one day, bill of December 1, 1910	10.00
Labelle Mercantile and Hardware Company,	
groceries for engineering party, West Coast,	
bill of February 1, 1911	142.78
Standard Oil Company, gasoline, bill of January 2, 1911	79.80
G. F. Ireland, supplies for launch, bill of	10.00
February 1, 1911	5.25
E. H. Eubanks, supplies for quarter-boat con-	
struction, and miscellaneous supplies, bill of	00.00
February 8, 1911.	93.80
J. O. Wright, salary as Chief Drainage Engineer, at rate of \$5,000.00 per annum, Feb-	
ruary, 1911	416.67
G. C. Pierce, salary as Office Engineer, Feb-	
ruary 1911	125.00
John W. Newman, engineer in charge of party,	
salary for February 1911	125.00
B. C. Dyers, compass and engine man, at \$3.00 per day, 24 days, February 1911	72.00
Arthur Davis, launchman, at \$2.31 per day, 11	
days, February 1911	25.41
Ben Waldron, chainman and axeman, at \$2.00	
per day, 21 days, February 1911	42.00

\$2.00 per day, 24 days, February 1911	48.00
	40.00
Adolphus Rimes, cook, at \$1.50 per day, 15	22.50
days, February 1911	22.00
Adolphus Rimes, chainman and axeman, at	22.00
\$2.00 per day, 11 days, February 1911	22.00
R. C. Hicks, engineer in charge of party,	107.00
February 1911	125.00
J. P. Hyman, instrument man, at \$90.00 per	10.11
month, 14 days, February 1911	48.44
L. R. Prosser, instrument man, at \$90.00 per	44.00
month, 13 days, February 1911	44.98
M. L. Heiss, in charge of lock work, at \$90.00	00.00
per month, February 1911	90.00
A. A. J. Croucher, launchman, at \$75.00 per	
month, February 1911	75.00
Harley Stout, cook, at \$40.00 per month,	Harris
February 1911	40.00
E. A. Croucher, inspector, at \$60.00 per month,	
February 1911	60.00
Marshall Carr, inspector, at \$60.00 per month,	
18 days, February 1911	41.53
J. H. Jacobie, inspector, at \$60.00 per month,	
20 days, February 1911	46.15
R. B. Goodson, chainman, at \$2.00 per day,	
26 days, February, 1911	52.00
C. R. Barkoskie, chainman, at \$2.00 per day,	
27 days, February 1911	54.00
G. H. Davis, rodman, at \$2.00 per day, 28 days,	
February 1911	56.00
Ralph Thomas, stakeman, at \$2.00 per day, 26½ days, February1911	
S. E. Fluck, stakeman, at \$2.00 per day, 27	53.00
days, February 1911	-100
	54.00

Richard McLaughlin, stakeman, at \$2.00 per day, 22½ days, February 1911	45.00
Menge Bros., transportation of freight, February 1911	129.40
Western Union Telegraph Co., telegrams for February 1911	1.97

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

### Tallahassee, Fla., March 4, 1911.

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.

Mr. R. J. Bolles appeared before the Trustees and requested the release of 63,360 acres of land from a mortgage given by him to the Trustees in December, 1908, offering in payment of said release certified checks for the sum of sixty thousand dollars (\$60,000.00) and accepted drafts on the Florida Fruit Lands Company, of Kansas City, Missouri, for Twenty-five Thousand Dollars (\$25,000.00) due April 25, 1911; Twenty-five Thousand Dollars (\$25,000.00) due May 25, 1911; Twenty-five Thousand Dollars (\$25,000.00) due June 25, 1911; Twenty-five Thousand Dollars (\$25,000.00) due June 25, 1911; Twenty-five Thousand Dollars (\$25,000.00) due July 25, 1911; and Thirty

Thousand Dollars (\$30,000.00) due August 25, 1911, and

Whereas, the Secretary reporting that his records showed that the sum of 141,747.08 acres of land had been released to Mr. Bolles and that Mr. Bolles had paid the Trustees the amount of Four Hundred and Seventy-eight Thousand One Hundred and twenty-five Dollars (\$478,-125.00), which, after deducting Fifty Thousand Dollars (\$50,000.00) reserved as a forfeit under the contract with Mr. Bolles and the Trustees, left the amount of Two Thousand Five Hundred and Eighty-three Dollars and Seventy-six Cents (\$2,583.76) overpaid for the land formerly released, at the price of Three Dollars (\$3.00) per acre, and the Trustees further considering the fact that after releasing the 63,360 acres now requested released by Mr. Bolles that the mortgage given by him still covered 294,892.92 acres of land in the Everglades, with only Four Hundred and Sixty-one Thousand Eight Hundred and Seventy-five Dollars (\$461,875.00) of the entire original amount of the purchase price of the land unpaid, representing less than Two Dollars (\$2.00) per acre for the land, it was

Resolved, That a release from a certain mortgage given by Richard J. Bolles, of Carlsbad, New Mexico, to the Trustees of the Internal Improvement Fund of the State of Florida on December 23, 1908, be executed to the lands requested by Mr. Bolles and the Secretary instructed to see that said release be prepared and executed to the following described lands:

Sections Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Fifteen (15), Seventeen (17), Nineteen (19) and Twenty-one (21) in Township Forty-eight (48) South, Range Forty-one (41) East.

Sections Five (5), Seven (7), Nine (9), Seventeen (17). Nineteen (19), Twenty-one (21), Twenty-nine (29), Thirty-one (31) and Thirty-three (33) in Township Fortysix (46) South, Range Forty-one (41) East.

Sections One (1), Five (5), Nine (9), Thirteen (13), Seventeen (17), Twenty-one (21), Twenty-five (25), Twenty-nine (29) and Thirty-three (33) in Township Forty-six (46) South, Range Thirty-nine (39) East.

All of the odd numbered Sections in Township Forty-seven (47) South, Range Thirty-nine (39) East.

All of the odd numbered Sections in Township Forty seven (47) South, Range Forty (40) East.

All of the odd numbered Sections in Township Fortyseven (47) South, Range Forty-one (41) East.

All of the odd numbered Sections in Township Fortysix (46) South, Range Forty (40) East.

Mr. R. J. Bolles having agreed on April 7, 1910, to anticipate the payment of the notes remaining unpaid given the Trustees of the Internal Improvement Fund in December, 1908, for the payment of 500,000 acres of land in the Everglades, so that all the unpaid notes, with the exception of one note for One Hundred Thousand Dollars (\$100,000.00), which was not to be paid until the year 1916, in consideration of the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners agreeing to let to contract the cutting of about 184 miles of canals in the Everglades, and it being shown to the satisfaction of Mr. Bolles that this One Hundred Thousand Dollars (\$100,000.00) due the Trustees by him, which it was agreed on April 7, 1910, should not be paid until the year 1916, was necessary to be paid prior to the time of final completion of the contract now in force between the Trustees and the Furst-Clark Construction Company for cutting canals in the Everglades, this contract calling for the completion of the work in which said Com pany is now engaged on or before June 25, 1913, it was therefore agreed by Mr. Bolles that in consideration of the facts stated above that he would pay a certain promissory note of One Hundred Thousand Dollars (\$100,000.00) due January 1, 1916, given, together with other notes, for the payment of 500,000 acres of land purchased from the Trustees of the Internal Improvement Fund of the State of Florida in December, 1908, whenever the Trustees considered that it was necessary to have said One Hundred Thousand Dollars (\$100,000.00) for carrying out the provisions of a certain contract for drainage work in the Everglades, executed by and between the Trustees of the Internal Improvement Fund, the Board of Drainage Commissioners and the Furst-Clark Construction Company on June 25, 1910, and he was notified by said Trustees of the need for the payment of said note.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 7, 1911.

The Trustees of the Internal Improvement Fund me! 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 meetings of March 1st and 4th, 1911, were read and approved.

The financial statement for the month of February, 1911, was read, as follows:

Financial statement for the month of February, 1911.

To balance on hand Feb. 1, 1911......\$281,647.57

To amount received from land sales	
during month 1,015.2	22
To amount received, being refund on	
overcharge of freight on launch	
from Bellhaven, N. C., to Fort	
Myers, Fla 53.2	5
To amount received from interest	
on deposits for quarter ending	
Dec. 31, 1910128.2	1
To amount received from Furst-	
Clark Construction Company,	
being seventh payment on boats,	
barges, etc 1,000.0	00
To amount received for 8 volumes	
Minutes 4.0	00
The same of the sa	\$283,848.25
By disbursements for February,	
1911	2,163.24
To balance on hand March 1, 1911	\$281,685.01
To balance on hand March 1, 1911	\$281,685.01
To balance on hand March 1, 1911  RECONCILEMENT.	\$281,685.01
RECONCILEMENT.	\$281,685.01
RECONCILEMENT.  To cash and cash items in hands of	
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0	00
RECONCILEMENT.  To cash and cash items in hands of Secretary \$ 750.0 To balance in banks 280,935.0	00
RECONCILEMENT.  To cash and cash items in hands of Secretary \$ 750.0 To balance in banks 280,935.0	00
RECONCILEMENT.  To cash and cash items in hands of Secretary \$ 750.0  To balance in banks 280,935.0	00
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks 280,935.0  Distributed in following banks:	00 01 _\$281,685.01
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks \$280,935.0\$  Distributed in following banks:  First National Bank, Tallahassee, Fla.	00 01 _\$281,685.01 _\$ 16,669.36
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks 280,935.0  Distributed in following banks: First National Bank, Tallahassee, Fla. Capital City Bank, Tallahassee, Fla.	00 01 _\$281,685.01 _\$ 16,669.36 5,382.15
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks \$280,935.0\$  Distributed in following banks:  First National Bank, Tallahassee, Fla.  Capital City Bank, Tallahassee, Fla.  Exchange National Bank, Tampa, Fla.	00 01 -\$281,685.01 -\$ 16,669.36 - 5,382.15 - 18,305.15
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks \$280,935.0\$  Distributed in following banks:  First National Bank, Tallahassee, Fla.  Capital City Bank, Tallahassee, Fla.  Exchange National Bank, Tampa, Fla.  Citizens Bank & Trust Company, Tampa, Fla.	\$16,669.36 5,382.15 18,305.15 8,992.44
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks \$280,935.0\$  Distributed in following banks:  First National Bank, Tallahassee, Fla.  Capital City Bank, Tallahassee, Fla.  Exchange National Bank, Tampa, Fla.  Citizens Bank & Trust Company, Tampa, Fla.  First National Bank, St. Petersburg, Fla.	\$ 16,669.36 \$ 5,382.15 18,305.15 8,992.44 5,103.53
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks \$\\$280,935.0\$  Distributed in following banks:  First National Bank, Tallahassee, Fla.  Capital City Bank, Tallahassee, Fla.  Exchange National Bank, Tampa, Fla.  Citizens Bank & Trust Company, Tampa, Fla.  First National Bank, St. Petersburg, Fla.  Florida National Bank, Jacksonville, Fla.	\$ 16,669.36 \$ 16,669.36 \$ 5,382.15 18,305.15 8,992.44 5,103.53 54,140.42
RECONCILEMENT.  To cash and cash items in hands of Secretary \$\\$750.0\$  To balance in banks \$280,935.0\$  Distributed in following banks:  First National Bank, Tallahassee, Fla.  Capital City Bank, Tallahassee, Fla.  Exchange National Bank, Tampa, Fla.  Citizens Bank & Trust Company, Tampa, Fla.  First National Bank, St. Petersburg, Fla.	\$\)100 \$\)15 \$\\$281,685.01 \$\\$16,669.36 \$\\$5,382.15 \$\\$18,305.15 \$\\$8,992.44 \$\\$5,103.53 \$\\$54,140.42 \$\\$10,369.76

	6,018.75
Hillsboro State Bank, Plant City, Fla.	9,022.50
Atlantic National Bank, Jacksonville, Fla.	
Gainesville National Bank, Gainesville, Fla.	
Citizens' Bank, Kissimmee, Fla.	7,011.66
Citizens' Bank, Madison	4,000.00
First National Bank, Tampa, Fla.	
First National Bank, Miami, Fla.	
First National Bank, Gainesville, Fla	4,000.00
First National Bank, Marianna, Fla	
Total	\$280,935,01
John McDougall, Postmaster, envelopes for man's office, bill of Feb. 6, 1911	Sales-
Z. T. Merritt, Clerk Circuit Court, Dade Co	
22. 1. Mellitt, Clerk Circuit Court, Dade Co	amptv
Cancelling Toy Sale Contiferator Ech 19 1	011 050
cancelling Tax Sale Certificates, Feb. 13, 1	911 6.50
J. M. Dell, for services in Gainesville Land	911 6.50 Office,
J. M. Dell, for services in Gainesville Land bill of March 1, 1911	911 6.50 Office, 125.00
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for</li> </ul>	911 6.50 Office, 125.00 Secre-
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram by Attorney General account Trustees,</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb-
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01
J. M. Dell, for services in Gainesville Land bill of March 1, 1911  D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911  Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.  Capital City Bank for T. J. Applevard, 500	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.</li> <li>Capital City Bank for T. J. Appleyard, 500 listing paper, special size, for Land Depart</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01 sheets
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.</li> <li>Capital City Bank for T. J. Appleyard, 500 listing paper, special size, for Land Depart bill of Feb. 27, 1911, \$7.50, and 500 drafts</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01 sheets ment, four
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.</li> <li>Capital City Bank for T. J. Appleyard, 500 listing paper, special size, for Land Depart bill of Feb. 27, 1911, \$7.50, and 500 drafts</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01 sheets ment, four
J. M. Dell, for services in Gainesville Land bill of March 1, 1911  D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911  Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.  Capital City Bank for T. J. Appleyard, 500 a listing paper, special size, for Land Depart bill of Feb. 27, 1911, \$7.50, and 500 drafts books, for Secretary, \$4.00	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01 sheets ment, , four 11.50
<ul> <li>J. M. Dell, for services in Gainesville Land bill of March 1, 1911</li> <li>D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911</li> <li>Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.</li> <li>Capital City Bank for T. J. Appleyard, 500 listing paper, special size, for Land Depart bill of Feb. 27, 1911, \$7.50, and 500 drafts books, for Secretary, \$4.00</li> <li>The Secretary read a letter from the Furs</li> </ul>	911 6.50 Office, 125.00 Secre- 15.70 s sent Feb- 1.01 sheets ment, , four 11.50
J. M. Dell, for services in Gainesville Land bill of March 1, 1911  D. R. Cox Furniture Co., filing cases for tary's office, bill of Feb. 1, 1911  Western Union Telegraph Company, telegram by Attorney General account Trustees, ruary, 1911.  Capital City Bank for T. J. Appleyard, 500 a listing paper, special size, for Land Depart bill of Feb. 27, 1911, \$7.50, and 500 drafts books, for Secretary, \$4.00	911 6.50 Office, 125.00 Secre

A letter was read from Mr. J. L. Billingsley in which Mr. Billingsley stated that he and Mr. Chas. Van Ant-

was ordered filed.

werp desired to lease for a term of years several sections of land from the Trustees in the vicinity of the canals at Fort Lauderdale, agreeing to construct ditches through and around said sections of land, making the land available for farming purposes.

The Secretary was requested to write Mr. Billingsley that for the present they did not have any land to lease in the vicinity in which he desired.

A letter was also read from Mr. J. L. Billingsley requesting prices and terms on the north half of the northeast quarter of section 18, township 57 southfi range 39 east, and Secretary was directed to write Mr. Billingsley requesting him to make the Trustees a price upon said lands,

A petition was read from the Miami Board of Trade, signed by the officers of the Board of Trade, and numerous citizens of Miami and land owners of Dade and Palm Beach Counties, requesting the Trustees of the Internal Improvement Fund to open up, clean out, straighten and extend the several small streams which lead into the Everglades along the Coast of Florida, principally Snapper Creek, Little River, Arch Creek, Snake Creek, Middle River and Cypress Creek.

The Trustees, considering the petition, recognized the value to the drainage of the Everglades of opening up all the streams named, but also recognized that for the present they were handicapped in the matter by the lack of funds, all the available funds and resources they have at their command being necessary in carrying out the contract for drainage with the Furst-Clark Construction Company, now engaged in cutting canals in the Everglades.

The Trustees also recognized the justness of the large owners of Everglades lands, who, by reason of owning more lands than the State in the Everglades, were, or should be, more largely interested in opening the creeks and rivers named than the State, and who should therefore contribute liberally to this project whenever undertaken. The Secretary was instructed to write the Secretary of the Miami Board of Trade, as stated above, and tell him that for lack of funds the Trustees were unable to comply with their request as expressed in the petition.

Governor Albert W. Gilchrist referred to the Trustees a letter which he had recivd from Mr. Gorge G. Currie, Secretary of a Committee that had been appointed by the Chamber of Commerce of West Palm Beach to devise a means by which a drainage canal should be excavated from Lake Okeechobee through Palm Beach County to Lake Worth, requesting the assistance of the Trustees of the Internal Improvement Fund in the digging of such canal, together with the following reply to Mr. Currie.

State of Florida, Executive Department, Tallahassee, March 3, 1911.

Mr. George G. Currie,
The Currie Investment and Title Guaranty Co.,
West Palm Beach, Fla.

Dear Sir :-

Replying to your communication of March 1st just received, the same will be referred to the Secretary of the Trustees of the Internal Improvement Fund.

In my own opinion, too many canals cannot be cut from the Everglades to the Atlantic Ocean or to the Gulf of Mexico. The only question is the financial ability of the Trustees at the present time to undertake any more work. In my opinion, every little natural outlet ought to be extended into the Glades as soon as our financial resources are in condition to permit.

Yours very truly,

ALBERT W. GILCHRIST,
Governor,

The expressions of the Governor, as given above, were unanimously endorsed as the expression of the other members of the Trustees.

A request was read from the Cape Sable Land Company that their land in township 61 south, ranges 33 and 34 east be exempted from the drainage tax of 5 cents per acre, and requesting the Trustees of the Internal Improvement Fund to have an examination made of the lands described above before placing the tax of 5 cents per acre thereon for drainage purposes.

The Secretary was instructed to write the Cape Sable Land Company that this tax of 5 cents per acre for drainage purposes was placed upon all the lands within the drainage district by the Legislature of 1907, which Legislature defined the boundaries of and created said drainage district, and that the Trustees have paid the drainage tax of 5 cents per acre upon these lands referred to by said Land Company for the years 1907-8, the Trustees owing the land on the 1st day of January of those years, having sold said land to J. C. Thompson, Secretary and Treasurer of the Cape Sable Land Company, during the year 1908, and having paid the drainage taxes on said land when they owned the land, think that the present owners should do the same. That possibly the Trustees were paying drainage taxes on lands owned by the State within the drainage district that were receiving and would receive very little benefit from the drainage work, but thhy were not asking to be released from the payment thereof. That furthermore, the Trustees themselves had no power to relieve any one from the payment of the drainage taxes, that the only way in which relief could be granted was by the Legislature eliminating such lands from the drainage district, and as such lands have not been eliminated from the drainage district by the Legislature, the drainage taxes for the years 1909-10 are due and collectable.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., March 12, 1911.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners met in the office of the Executive on this date in joint session:

#### 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 Trustees and Board of Drainage Commissioners, considering the matter of the drainage tax upon the lands in the Everglades Drainage District, unanimously adopted the following preamble and resolutions:

Whereas, the progress of the work of excavating canals in the Everglades by the Furst-Clark Construction Company, under contract, for the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, has demonstrated the necessity of additional expenditures other than the amount of the contract, viz: The placing of permanent locks in said canals, the surveying of lands in the Everglades in the establishment of township corners and range lines by the Trustees, so that the numerous purchasers of land may be able to locate same, and the necessity of opening up and enlarging the numerous natural water courses flowing out of the Everglades, and the Trustees more fully recognizing the fact

that more canals will have to be excavated than those now under contract in order to benefit a large portion of the lands lying within the more southerly and southwesterly portion of the Everglades Drainage District, which will call for the expenditure of large sums of money in addition to the amount necessary to complete the present drainage contract, and the Trustees also recognizing the justness of eliminating certain lands from the Drainage District as at present constituted, which will receive very little if any benefit from the operations of the drainage work now being done, and contemplated to be done, thereby further reducing the small amount now being received from the drainage Tax; and

Whereas, The acreage in the present Drainage District is 4,396,166 acres, which at 5 cents per acre, the amount of the present drainage Tax, provides the sum of only \$219,808.30, should the entire Tax be paid, per year, a sum utterly inadequate to do the work contemplated and which is considered necessary and urgent to be done; and

Whereas, The Trustees of the Internal Improvement Fund and Board of Drainage Commissioners believe that the vast majority of the landowners in the Everglades Drainage District desire the work outlined above done as speedily as possible, and realizing that it is only possible to do this work by procuring considerable additional funds, the equitable way of procuring which is by a drainage tax to be imposed upon the land to be benefited by said operations; it is therefore,

Resolved, That the Governor as Chairman of the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners of the State of Florida, is hereby requested to communicate with the proper officers of the Florida East Coast Railway Company, the Model Land Company, the Consolidated Land Company, the Southern States Land and Timber Company, the Empire Land Company, the Florida Land and Timber Company

and R. J. Bolles, parties to the agreement entered into by and between them and the said Trustees and Board of Drainage Commissioners on the 7th day of April, 1910, requesting that the representatives of said companies and R. J. Bolles meet with the Trustees and the Board of Drainage Commissioners on the 30th day of March, 1911, for the purpose of conferring together with a view to arriving at a mutual understanding whereby the Governor shall be requested to recommend in his Message to the Legislature to convene on the 4th day of April, 1911, that the drainage tax on the lands within the Everglades Drainage District shall be increased from 5 to 10 cents per acre, and such other recommendations as shall be mutually considered just and necessary at said meeting.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., March 15, 1911.

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 bills were presented, approved and ordered paid:

- Z. T. Merritt, Clerk Circuit Court, Dade County, rec. deed Cordner to Trustees Int. Imp. Fund. \$
- I. N. Withers, services rendered in Dade County, Florida, as State Selecting and Inspecting Agent, eight days at \$100.00 per month, \$26.67, and expenses, \$48.20. 74.87

The estimate for the work done by the Furst-Clark Construction Company in excavation in the Everglades for the month of February, 1911, was presented, showing a total of 383,559 cubic vards of material excavated during the month, 319,951 cubic vards being earth and 63,608 cubic yards being rock, at the contract price of 8 cents per cubic vard for earth and 20 cents per cubic vard for rock makes the amount earned during the month \$38,327.68. Reserving 10% under the terms of the contract leaves the amount of \$34,494.91 now due the contractors, which was ordered paid.

The following report from Mr. J. O. Wright. Chief Drainage Engineer, relative to the drainage operations for the month of February, 1911, was read:

Tallahassee, March 14, 1911.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen :-

I have the honor to transmit herewith estimate No. 8 showing the work done by Furst-Clark Construction Company on the Everglade canals during the month of February, 1911.

The contractor operated five dredges during the month and removed 319,951 cubic yards of earth and 63,608 cubic yards of rock, making a total yardage for the month of 383,559. This is a gain of nearly 100,000 yards over last month's estimate.

I have been advised that on March 11th the dredge

"Okeechobee" was again started to work on the South New River Canal. The dredges at work on the south end of the canals have all been overhauled and the monthly output in the future should be larger than heretofore.

The estimate shows that of the total yardage removed, 84% was earth excavation and 16% rock excavation. The actual per cent. of rock and earth in the canals is slightly different from this amount due to the fact that I have made deductions from the earth excavation in the Miami and the North New River canals for the fill of sediment left in the canals above grade.

I have received a letter from Furst-Clark Co.'s Baltimore office advising that the company contemplates starting a clam shell dredge on the upper end of North New River Canal the latter part of June or the first of July. The company will then transfer the dredge "Caloosahatchee" to the lower end of the Hillsboro Canal. This additional clam shell dredge and the combination dredge the contractor is now building at Miami wil make a total equipment of eight dredges at work on the canals.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer.

The estimate of work done and the letter of Mr. Wright relative to drainage operations for February, 1911, was ordered transmitted to the Board of Drainage Commissioners for their information and consideration.

The following bills were read, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

- R. C. Hicks, personal expense account for February, 1911 \$223.07

Frank T. Budge, hardware, etc., furnished engineer-	63.80
ing party, January, 1911  E. L. Brady Co., Inc., groceries furnished engineer-	05.00
ing party, January, 1911	54.25
Miami Market (T. A. Feaster, Proprietor), bill of January 31, 1911	15.08
New River Cafe (Holloway Bros., Proprietors), bill of January 25, 1911	26.28
Palace Market (T. E. Mayberry, Proprietor), bill of February 1, 1911	31.90
C. D. Leffler, transportation, gasoline and lubricating oil, December account	49.60
J. W. Newman, 1 strand wood for cooking purposes aboard quarter-boat and one day's board	4.75
Stranahan & Company, quarter-boat subsistence, December, January and February, 1911	107.85
K. M. Large, use of lighter 21 days at \$1.00 per day, bill of Feb. 1, 1911	21.00
The McCrimmon Lumber Company, shelving for quarter-boat and stakes for engineering party,	
bill of Fb. 1, 1911	6.51
Miami Yacht and Machine Company, work and supplies, bill of Jan. 31, 1911	12.37
Capital City Bank for T. J. Appleyard, printing, etc., bill of Feb. 7, 1911, for Chief Drainage En-	
gineer's office	25.75
Southern Express Company, February, 1911	1.00
C. H. Perry, galvanized pipe and threading same bill of Jan. 14, 1911	34.45
The Trustees then adjourned.	
Attest: ALBERT W. GILCHRIST,	
J. C. LUNING, Governor.	

Secretary.

# Tallahassee, Florida, March 18, 1911.

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.

Mr. J. O. Wright, Special Engineer, designated by the Trustees of the Internal Improvement Fund, on the 18th day of November, 1910, to supervise the work of the construction of the canal of the Florida Coast Line Canal and Transportation Company and make recommendations relative to the manner of said work and approve such accounts for said work as he considered proper and correct, submitted his report upon the inspection of the work and his recommendations as to the manner of conducting the work in the future. He also submitted a report of Mr. Reid Whitford, engineer, giving the measurements of the canal and the details of the work upon said canal from St. Johns River to North River.

After reading the reports and recommendations, the Trustees accepted the reports, approved the recommendations, and ordered that the report and recommendations of Mr. J. O. Wright be spread upon the minutes and the report of Mr. Reid Whitford be filed.

# Report

To the Trustees of the Internal Improvement Fund, of the State of Florida, and

The Directors of the Florida Coast Line Canal and Transportation Co., Boston, Massachusetts.

Gentlemen: In the discharge of the duties imposed upon me by a resolution adopted by the Trustees of the Internal Improvement Fund October 29, 1910, and accepted by the Directors of the Canal Company November 7, 1910, and the second resolution adopted by the Trustees of the Internal Improvement Fund November 18, 1910, copies of which resolutions are hereto attached and made a part of this report, I beg leave to submit the following:

## Scope of Investigation.

From the wording of the resolutions cited above, I deemed it my duty to carefully examine that portion of the canal extending from Jacksonville to Biscayne Bay, not yet completed and accepted by the State, in order to determine—

- 1. How much excavating yet remained to be done to complete the same according to the contract with the State,
- 2. To look into the present method of carrying on the work to ascertain if it is being done in the best and most economical manner.

In carrying out this examination the officers and employees of the Canal Company have rendered me every courtesy and assistance possible. They have given me free access to all books and accounts and furnished copies of such documents as they had that would be of use to me.

# Lack of Engineering Data.

I found upon examination a lack of reliable engineering data pertaining to this portion of the canal showing its present condition and the work that had actually been done. Mr. C. M. Rogers a Civil Engineer, of Daytona, Florida, was employed by the Canal Company to make a survey before the work was commenced. He did the field work but had never filed with the Canal Company a full set of profiles and cross-sections showing the amount of excavating required. He had, however, in his office in Daytona the original field notes, which were placed at my disposal, on that portion of the canal between St. Augustine and Jacksonville known as the North River Canal. Excavation has been in progress for the past three years. The quantity of material removed has not, however, been accurately determined. Progress estimates had been made monthly by the Engineer of Construction. On February, 1910, Mr. Rogers was employed by the Canal Company to measure the work done during the preceding year. The result of Mr. Rogers' measurement was 338,000 cubic yards less than that reported by the Construction Engineer. This discrepancy raised a doubt as to the accuracy of the work. In order to determine accurately the amount of work that had been done, to ascertain what portion of this excavation, if any, was outside of the required prism of the canal, and to compute the remaining excavating required to complete this portion of the canal, it was deemed expedient to make a complete survey from North River to Pablo Creek.

# Survey of North River Section.

To secure correct data on which to base conclusions I organized a field party in charge of Mr. Reid Whitford, of Charleston, S. C., to cross-section this canal. On reaching St. Augustine, January 16, 1911, I found that the Canal Company had employed Mr. Rogers to do the same work. In order to avoid duplication of work and inspire confidence in the results, it was decided that the parties to be in charge of Mr. Whitford and Mr. Rogers should work together and check each other's results. These

Engineers are both men of experience and the results of their survey can be taken as reliable and absolutely trustworthy. The field operation was commenced January 16, 1911, and completed February 11, 1911. The Engineers then proceeded to Mr. Rogers' office, at Daytona, Florida, to plat their notes and compute quantities. This was finished March 11, 1911, and Mr. Whitford came to my office in Tallahassee March 14, with the results of the survey, to assist in the preparation of this report.

## Engineers Report.

There is filed herewith a copy of Mr. Whitford's report, which describs in detail the manner in which the survey was made. The map and cross-sections accompanying his report make a desirable record for the Canal company's use. The work done each month hereafter can be plotted on these cross-sections and thereby save the duplication of engineering work.

# Summary of Data.

From the engineering data obtained I find that there was originally to be removed from this stretch of canal 2,305,068 cubic yards of earth excavation. The computations show that there has been removed, up to February 11, 1911, 2,416,823 cubic yards, of which 231,708 cubic yards was over depth outside the prism of the required cross-section of the canal, leaving a balance yet to be removed north of St. Augustine of 119,953 cubic yards to complete this portion of the canal according to contract with the State. This is now being accomplished at the rate of approximately 75,000 cubic yards per month.

# Equipment Employed.

The Canal Company owns and has, until recently,

operated on this portion of the canal the following equipment:

Excavator No. 1 (gasoline. 1½ cubic yard, clam shell or orange peel bucket. This machine was originally a land excavator working on skids. Iater it was changed to a floating dredge of same capacity, and during the past month has been changed to a steam dipper dredge. This machine cost, as shown by the books of the company, before the recent change was made, \$24,913.00. The installation of steam was estimated to cost \$1,400.00, making the total cost of this excavator, \$26,313.00.

A new steel dipper dredge, steam operated, 1½ yard capacity, can be purchased at the present time for \$13,00.00. As the machinery on the Company's dredge, including engines and boilers, is all second hand, I place its present cash value at \$7,800.00, or 60% of the cost of a new dredge.

Excavator No. 2 (gasoline). 1½ yard, clam shell or orange peel bucket, working on skids, original cost, \$7,692.00. Allowing 40% for depreciation, this machine to now worth \$4,615.00.

Excavator No. 3 (gasoline). A floating dredge with 1-1/4 cubic yard clam shell or orange peel bucket. This machine has cost the Company, as shown by their books, \$12,412.00. For efficiency, this machine is not worth more than 50% of a new 1½ yard steam dipper dredge. This makes its cash value \$6,500.00.

Excavator No. 4 (gasoline). Clam shell or orange peel bucket, capacity 1-1/4 cubic yard. This machine is practically the same as No. 3. It cost \$13,640.00 and is worth about \$6,500.00.

"South Carolina." This is a floating 2½ yard dipper dredge of the Osgood type, steam operated. Its cost, up to the present time, is \$36,641.00.

There is now being built for the Felsmere Farms Company, near Sebastian, Florida, a new modern steel dipper dredge, with a steel hull, steam operated,  $2\frac{1}{2}$  yard capacity, for \$24,000.00, complete. On the basis of the cost of this new machine, the "South Carolina" is probably worth \$16,000.00.

In addition to the above enumerated plant, the Canal Company owns a fleet of launches, tenders, house-boats and barges that cost about \$7,000.00, whose present value is \$4,200.00. The total amount charged to equipment, not including the suction dredge "Tomoka," is \$103,698.00. This entire equipment was on the North River Canal until February, 1910, when No. 2 was moved to the South end, and on December, 1910, No. 4 was taken to the South end. The total cost of this equipment, as shown by the books of the company, is \$103,698.00 and its present cash value is placed by me at \$45,615.00. This plant could not be sold in the market at the price above stated, but in view of the work the Canal Company has to do, it is worth that much to them at the present time.

# Method of Operation.

This entire plant is owned by the Canal Company, and since March 1, 1909, has been operated by Seth Perkins, of Boston, Mass., under an agreement which provides for the payment to Mr. Perkins of a salary of \$5,000.00 per year. The agreement further provides that if Mr. Perkins succeeds in reducing the cost of excavation below 11½ cents per cubic yard that he shall have one-half of the amount thus saved as a bonus in addition to his salary. It is further provided in the contract with Mr. Perkins that the cost of right-of-way and additions to plant shall not be included in determining the cost of excavation.

#### Books and Accounts.

The books and accounts of the Canal Company have been accurately and carefully kept, and from the monthly statements and balance sheets it has been an easy matter to determine the cost of the several parts of the work in the various departments. Some of these accounts show amounts so much in excess of what I think should be, that I desire to call your attention to them.

Right-of-way: This account is analyzed by Mr. Whitford in his report somewhat in detail, and I desire to call special attention to this paragraph of his report—"Under this head there has been charged on the North River Canal \$53,354.00. As no part of this expense was for lands occupied by the canal, and as a large portion of this stretch of the canal was through natural streams and open marsh, the amount charged to right-of-way is at least 50% more than the cost of this work should have been."

# Renewals and Repairs.

On a plant whose initial cost was \$72,604.00, and whose final cost, including certain additions and changes for the betterment of the plant, was \$96,698.00, has been expended in three years the sum of \$65,000.00, this is greatly in excess of the amount that should have been necessary for repairs. This expenditure would indicate that the machines were poorly designed and constructed and that the repairs have been made without due regard to economy and efficiency. Another element, not usually considered, that adds to the expense of repairs and renewals is the time lost by the dredges and the wages of the dredge crew while such repairs are made. If this should be added to the cost of repairs and renewals the sum spent would exceed the cost of the dredges.

#### Engineering and General Expenses.

Another charge that seems excessive is that for engineering. This is a tide water canal, through a level country, and the excavation is all earth without classification. These conditions should reduce the engineering work necessary to a minimum. There are regularly employed, as shown by the pay-rolls of the Company, the following engineers and assistants:

Seth Perkins, Construction Engineer, per month...\$416.67 H. E. Converse, Assistant Engineer, per month... 150.00 George Semmes, Assistant Engineer, per month... 80.00 Seth Perkins, Jr., Assistant Engineer, per month... 125.00 A. H. Perkins, Assistant Engineer, per month... 125.00

In addition to the above men, who are regularly employed in the Engineering Department, there has been paid to D. D. and C. M. Rogers, Engineers, of Daytona, Florida, during 1910 and 1911, the sum of \$8,546.00, making a total of \$30,066.00 for engineering services during the past two years. In addition to this sum other amounts have been paid through the Boston office for engineering services, which will probably bring the total up to \$17,000.00 or \$18,000.00 per year.

With a proper reorganization of the engineering force this charge can be materially reduced. There is at present, excluding the Land Department, a monthly pay-roll of \$1,676.67 for engineering and administrative expenses. Still the mean monthly pay-rolls on the 5 excavators, including subsistence, aggregates but \$5,500.00 per month. This shows the engineering and administrative expenses to be 30% of the amount paid to the captains, runners, and other men employed on the dredges. This amount is greatly in excess of the cost usually incurred in carrying on work of a similar character.

## The Purchasing and Handling of Supplies.

The method of purchasing and delivering supplies seems to be carried on without due regard to necessity and economy. By restricting the purchasers to articles that are absolutely necessary and by selecting such articles as are suited to the purpose for which they are used, and by purchasing non-perishable articles on competitive bids, and by introducing a system of checks and reports to show where each article is used, a substantial saving in this account may be effected. I have not obtained figures or rates, but it would seem to me that coal can be delivered at the dredge via the canal from Jacksonville cheaper than from St. Augustine. This is a matter that should be investigated.

## Cost of Excavation.

It matters not how the amount expended by the Canal Company on the North River Canal has been subdivided and changed: This is a matter of convenience in bookkeeping. The books of the Company show that there has been expended on this portion of the canal for dredges and equipment and for the operation of same the sum of \$482,567.00. The Company has, as a result of this expenditure, a certain amount of canal excavated, together with the dredges and equipment now on hand. Under existing conditions, a fair cash value for the equipment is \$45,615.00. Deducting this sum from the total expenditure, leaves a balance of \$436,952; the actual cost of the excavation to the Canal Company. This sum, \$436,952.00, divided by the total number of cubic vards, 2.185,115, removed, gives the cost per cubic yard, which is 20 cents. Similar work has been contracted during the past few years throughout Arkansas, Missouri, Mississippi, Louisiana and North Carolina at prices ranging from 8 to 12 cents per cubic yard, the contractor to clear his right-of-way and furnish all equipment and labor required.

## Over Depth.

The 231,708 cubic yards of over depth, as shown by the cross-sections of the survey is of no special value to the canal and should not have been made. It is principally through low marsh land where the canal seems to have no tendency to fill. Recently there has meen more attention given to the cross-sections excavated and they conform quite closely to the required prism.

#### General Conclusions.

From the examination made it appears to me that the present method of conducting this work is not the cheapest and best for the State or the Canal Company. The main office being in Boston, it is difficult for the officers of the Company to keep in close touch with the operations on the canal. The thing which has impressed me most is the lack of any general head or central authority at the St, Augustine office. Mr. Geo. F. Miles, is Vice-President and General Manager, and, until recently, Mr. Geo. G. Gleason, was Superintendent, yet neither of these officers seem to have any connection with the construction of the canal. This work is under the supervision of Mr. Perkins. I think this arrangement is detrimental to the best interests of the Canal Company.

#### Recommendations.

In order that the Special Fund, now on deposit in the Barnett National Bank, be expended in the most economical manner, so as to accomplish the greatest good for both the State and the Coast Line Canal and Transportation Company, I recommend—

1st. That one dredge, either No. 1 or No. 4, as I may determine after looking into the efficiency of No. 1, since steam has been substituted for gasoline power, be fitted up during the month of April and taken south to Gilbert's bar to excavate the cut off channel as per the contract with Capt, Spaulding of the U.S. Engineers office at Jacksonville. When this cut is completed this dredge is to be kept on the maintenance work in Dade and Palm Beach Counties, as provided by the resolution creating the Special Fund. In the event that No. 4 is selected to be taken south, I suggest that the gas engine taken off of No. 1 to be put on No. 4 and coupled up so as to operate in conjunction with the gas engine now on No. 4. thereby increasing the efficiency of this dredge. With this increase in power it is possible that a larger bucket may be used.

I further recommend that a suitable Superintendent be selected and placed in charge of this machine. He should be a man competent to stake out the work, direct the operation of the dredge and measure its output. He should be required to live on the dredge, or in quarters nearby, and have full charge of its operation except the care of the machinery. Such a man should be secured for \$150.00 per month and subsistence. The captain of the dredge should run one shift and be competent to make minor repairs and keep the machinery in good working order.

2nd. Since the work on the North River Canal is so nearly completed, there being less than 100,000 cubic yards to be removed, I recommend that the present arrangement with Mr. Perkins be continued until this work is completed, which ought to be early in May. When the North River Canal is cimpleted I recommend that the present contract with Mr. Perkins be terminated and the remaining portion of the equipment that is suited

to the work be operated on the Matanzas—Halifax Rivers canal, under the following terms and conditions: That an agreement be entered into with some suitable person or Company to take charge of the dredges and appurtenances and furnish all material, supplies and labor to operate them in an efficient manner at a certain price per cubic yard to be agreed upon. The plant to remain the property of the Canal Company and be returned to it at the expiration of the contract in as good condition as when taken over by the contractor, natural wear and tear excepted. Work to be done under the direction and be measured by the engineers hereinafter provided:

3rd. I recommend that the St. Augustine office (except the Land Department) be placed in charge of Mr. Gibbs and that all accounts, books, maps, charts, profiles, crosssections and estimates, and all records pertaining to the canal be placed in his charge. That he order, and purchase, on requisition, all supplies required, and that he see that the same are properly distributed and accounted for. That his salary be placed at \$225.00 per month. Mr. Gibbs should have a competent assistant who has some knowledge of engineering work and practice, who is competent to read and interpret maps and profiles and check computation of quantities. He should also be a good operator on the typewriter so as to take charge of the correspondence. Such a person can be secured at a salary of \$115.00 per month. These two men with an offiffice, or messenger, boy at a salary of \$30.00 per month, should complete the offiffice force.

4th. I recommend that a competent engineer be employed at a salary of \$175.00 and subsistence to take charge of the engineering work. He should be provided with a suitable launch and quarter-boat and spend his entire time on the work. He should have a rleiable instrument man as assistant at a salary of \$100.00 per

month and subsistence. He should have a good man who is capable of running a gasoline launch at a salary of \$70.00. Another helper at a salary of \$50.00 per month and a cook at \$40.00 per month, making a total cost of \$435.00 per month and subsistence, which should not exceed 50 cents per day per man.

5th. That all communications and orders to the several employees be through the offiffice of Mr. Gibbs, and that he report directly to the Directors of the Canal Company, or to any officer appointed by them to receive such reports.

6th. I further recommend that any part of the equipment that cannot be used advantageously on the south end be sold on the best terms that can be had.

7th. In case a satisfactory contract cannot be made for operating the Company's plant as above suggested, I recommend that the work on the Matanzas-Halifax Rivers be advertised and let to the lowest responsible bidder.

In conclusion I wish to state that I have listened attentively to the criticisms and suggestions that have been made to me from time to time by the officers and employees of the Canal Company. I have weighed them carefully, but have not been influenced by them. The conclusions reached are based on such facts as I have been able to secure in the limited time at my disposal. The recommendations herein made, if honestly and faithfully carried out, will expediate the completion of the canal and effect a material saving in cost to the Canal Company.

Respectfully submitted,

J. O. WRIGHT, Special Engineer.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., March 29, 1911.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners 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 pursuant to an invitation extended by the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners to the Southern States Land and Timber Company, the Consolidated Land Company, the Florida East Coast Railway Company, the Model Land Company, the Empire Land Company, the Florida Land and Timber Company, and R. J. Bolles to meet with them on this date, the above named companies, together with the Trustees of the Internal Improvement Fund owning two-thirds of the land in the Everglades Drainage District, for the purpose of considering the advisability or not of recommending to the Legislature a change of the boundaries of the present Drainage District, the rate of drainage tax and the opening up and clearing out of the natural water courses running from the Everglades on the east side, and any other matters that might be considered beneficial to the general drainage project of the Everglades.

Each of the above named companies and Mr. R. J. Bolles was represented at the meeting.

After a thorough discussion of the entire matter it was unanimously decided by the Trustees and the Board of Drainage Commissioners, the representatives of the above named companies and Mr. R. J. Bolles concurring, that it was inadvisable for the present to recommend to the Legislature any change in either the boundaries of the Drainage District or the rate of the drainage tax. It having been represented that certain land in the Drainage District was subject to tidal overflow, and, therefore, could not be benefited by the drainage project, the Trustees and the Board of Drainage Commissioners decided that the fact that all lands within and in the vicinity, contiguous to the Drainage District, had more than trebled in value since the drainage project had been started was an undisputable demonstration that the drainage operators benefited all the lands within the Drainage District, and they, therefore, concluded that the drainage tax upon these lands was a proper tax.

Mr. J. E. Ingraham, representing the Florida East Coast Railroad, being present, agreed to a withdrawal of the request made by his road to the Trustees and the Board of Drainage Commissioners to recommend to the Governor that he recommend to the Legislature that certain lands owned by said road, described in Minutes of April 7, 1910, be eliminated from the Drainage District by reason of the fact, as they claimed, that they were subject to tidal overflow, and would not, therefore, be benefited by the drainage of the Everglades, and for the further reason that these lands constituted the fresh water supply of the City of Key West, the Trustees and the Board of Drainage Commissionrs having decided, as previously stated, that all lands within the Drainage District, whether subject to tidal overflow or not, were benefited by the drainage plan now being prosecuted by said Trustees and Board of Drainage Commissioners in the Everglades and should properly be retained within said Drainage District and pay the drainage tax.

As to the matter of opening up and cleaning out the natural water courses running from the Everglades on the east side, it being decided that it was highly necessary for the entire success of the general drainage plan that this work be done and as speedily as possible, the Trustees and the Board of Drainage Commissioners not having the funds available to do this work and meet the other obligations incurred by them in the drainage work, decided that they would undertake to do this work provided that private parties owning lands in the Everglades and adjacent thereto and whose lands would be largely benefitted at once by this work would contribute a reasonable proportion of the cost of the work and an investigation disclosed that the cost of doing same would not be excessive.

The representatives of several of the companies present, viz., the Southern States Land and Timber Company, the Florida East Coast Railay Company, the Consolidated Land Company and Mr. R. J. Bolles pledged certain amounts for this purpose and agreed that they would use their influence to have other Everglade land owners contribute to the work, whereupon the Trustees and the Board of Drainage Commissioners instructed Mr. J. O. Wright, Chief Drainage Engineer, to make an investigation of the matter and report the result of his investigations and the probable cost of the work.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

· J. C. LUNING, Secretary.

Tallahassee, Fla., March 29, 1911.

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.

Hon. B. E. McLin, Commissioner of Agriculture, presented the application of Mr. M. M. McLeod, of Fulford, Fla., to purchase the North 13.42 acres of Lot 2 of the John W. Newman sub-division of the Everglades.

It was shown that on February 6, 1908, before the subdivision of the Everglades by Mr. John W. Newman was made, Mr. Thomas A. Harp purchased the unsurveyed land in the Everglades described as the S. W. 1/4 of S. E. 1/4 and E. 1/2 of S. E. 1/4 of S. W. 1/4 of Section 36, Township 51 South, Range 41 East, containing 60 acres, and before the deed was recorded the sub-division referred to, cutting Township 51 South, Range 41 East, into subdivided lots, was recorded, and the land conveyed to Mr. Harp, together with an additional acreage of 20.13 acres, platted into two lots. Mr. Harp was written to at the time about the matter, with the statement that if he had not already recorded his deed to the 60 acres, and would return same, so that it could be cancelled, and would send a check to cover the additional 20.13 acres at the price which the 60 acres was sold him, \$1.50 per acre, that the Trustees would deed him all of Lots 2 and 3 of John W. Neman's sub-division, so as to make a correct description of the land since the sub-division.

It appearing that Mr. Harp, pending a settlement of the matter, had died and the Commissioner appointed in the administration of the estate forwarding the necessary amount to pay for the 20.13 acres excess contained in Lots 2 and 3 of the sub-division, the Commissioner of Agriculture was instructed to have deed prepared to the said 20.13 acres of Lots 2 and 3 of the John W. Newman sub-division of the Everglades to M. M. McLeod, the purchaser of the interest of Thomas Harp, deceased.

The Commissioner of Agriculture also presented the application of Chas. P. Curry to have the Trustees execute a quit-claim deed to the S. W. ¼ of S. E. ¼ and S. E. ½ of S. W. ¼ of Section 10, Township 34 South, Range 17 East, presenting an abstract of title to the land with the application.

It appears that on March 17, 1874, the Trustees of the Internal Improvement Fund had deeded to J. L. Adams and F. V. Burdell the land described, the Governor, as one of the Trustees, failing to sign the deed, and some parties had raised the point of the deed being invalid for that reason, and Mr. Curry, representing the present owners of the property, desired the Trustees to execute a quit-claim deed to the property so that said supposed cloud upon the title to the property might be removed. The Attorney General having rendered an opinion advising that the Trustees might safely execute a quit-claim to the property to J. L. Adams and F. V. Burdell, their heirs, successors or assigns, the original purchasers of the property, it was

Ordered, That the Commissioner of Agriculture be hereby requested to have prepared and executed a quit-claim deed to J. L. Adams and F. V. Burdell, their heirs, successors or assigns, to the S. W. ¼ of S. E. ¼ and S. E. ¼ of S. W. ¼ of Section 10, Township 34 South, Range 17 East, the State having received full satisfaction for said land and this quit-claim deed being issued to clear up a supposed defect in the title to said land.

Application of Mr. J. L. Townsend, of Polk County, stating that the Southwest Quarter of the Southwest Quarter of Section Five, in Township Twenty-eight South, Range Twenty-six East, containing 40 acres, purchased by him of the Trustees on the 24th day of October, 1910, under deed No. 16,295, was purchased through a mistake as to the proper location of the land, a surveyor, Albertus Vogt, having told said Townsend that land immediately south of the tract purchased, in Section Eight, of said Township and Range, was the land covered by the description, and the land conveyed to said Townsend not being the land desired by him, nor in any way suited to the purposes for which he desired the land, Mr. Townsend requested that the Trustees receive the land back and refund to him the amount paid, \$280.00. In support of his stateent Mr. Townsend presented the following affidavits:

## Affidavit of Herschel Fortner.

Winter Haven, Polk Co., Fla., March 10, 1911.

Before me, Willis E. Smith, a Notary Public, State of Florida, at large, personally appeared Herschel Fortner, who, upon being duly sworn, deposeth and says that he personally knows that J. L. Townsend, who recently purchased from the State of Florida, the following described land, viz., the Southwest Quarter of the Southwest Quarter of Section Five (5) of Township Twenty-eight (28) South, of Range Twenty-six (26) East, in Polk County, Florida, made the application and secured the deed for same, upon information obtained from Albertus Vogt, who claimed to have surveyed this land for the State, and the description to be a correct one, when, in fact, the land selected and desired as the Northest Quarter of the Northwest Quarter of Section Eight (8) in above said Township and Range. That the Southwest Quarter of the Southwest uarter is all bayhead and swamp, and was not the land wanted or sought after, and that he was

present and heard this information given, upon which this purchase was based.

HERSCHEL FORTNER.

Sworn and subscribed to before me this tenth day of March, 1911.

WILLIS E. SMITH, Notary Public, State of Florida.

My Commission expires August 7, 1911.

Affidavit of J. M. Andrews.

Winter Haven, Polk County, Fla., March 10, 1911.

Before me, Willis E. Smith, a Notary Public, State of Florida at large, personally appeared J. M. Andrews, who, upon being duly sworn, deposeth and says that he personally knows that J. L. Townsend, who recently purchased from the State of Florida the following described land, viz.: the Southwest Quarter of the Southwest Quarter of Section Five (5) of Township Twenty-eight (28) South of Range Twenty-six (26) East, in Polk County, Florida, made the application and secured this deed for same, upon information obtained from Albertus Vogt, who claimed to have surveyed this land for the State, and the description to be a correct one, when, in fact, the land selected and desired was the Northwest Quarter of the Northwest Quarter of Section Eight (8) in above said Township and Range. That the said Southwest Quarter of the Southwest Quarter is all bayhead and swamp, and was not the land wanted or sought after.

J. M. ANDREWS,

Sworn and subscribed to before me this tenth day of March, 1911.

WILLIS E. SMITH, Notary Public, State of Florida.

My Commission expires August 7, 1911.

It developing that Mr. Townsend had not yet recorded the deed, No. 16,295, conveying the Southwest Quarter of the Southwest Quarter of Section Five (5), Township Twenty-eight (28) South, Range Twenty-six (26) East, to him by the Trustees of the Internal Improvement Fund, upon the statement and facts presented above, the Hon. Commissioner of Agriculture was instructed to notify Mr. Townsend that upon surrender and receipt of said deed showing that it had not been recorded that check of the Trustees in the sum of \$280.00, the amount paid by him, would be issued and mailed him, and the Commissioner of Agriculture instructed to cancel said deed.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., March 30, 1911.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners 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. P. Clark, Vice-President of the Furst-Clark Construction Company, appeared before the Trustees and the Board of Drainage Commissioners relative to the verbal agreement entered into between the Trustees and Board of Drainage Commissioners and the Furst-Clark Construction Company some time since for the building of three permanent locks—one each—in the North New River, the South New River and the Miami Canals, and after a full discussion of the matter, the following agreement was reached, and the Secretary instructed to prepare two copies of same, the Trustees and Board of Drainage Commissioners to sign same and then to be mailed to the Furst-Clark Construction Company for the signature of the proper officer of said Company, one copy to be retained by the said Company and the other copy to be returned to the Secretary, and by him recorded and filed.

## . Agreement.

Whereas, There is need of permanent locks in the Miami Canal, the South New River Canal and the North New River Canal, at or near the head of tide water, to take the place of the earth and stone dams now in said canals, and

Whereas, Said locks will not only be of great convenience but of material financial benefit to the Contractor in carrying on the work of excavating the drainage canals, now, therefore,

Be it Resolved, That the Furst-Clark Construction Company is hereby authorized to build a lock in each of said canals at a point to be designated by the Chief Drainage Engineer and in accordance with plans and specifications to be prepared by said Engineer and under his supervision and direction. The said Furst-Clark Construction Company shall furnish all material, labor and appliances and build said locks as above specified, in accordance with the plans approved by and under the direction of said Chief Drainage Engineer.

The Chief Engineer will furnish an inspector who will remain on the work and furnish all lines and grades and keep an accurate account of all the material used and the labor furnished in the construction of said locks. The said Inspector shall have access to all bills for materials used and payrolls for labor, and report the same from time to time to the office of the Chief Drainage Engineer,

At the end of each calendar month the Chief Engineer shall make a bill in favor of the Furst-Clark Construction Company for all items for material and labor that has been approved by him, and render the same to the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners, who hereby agree to pay the same to the Furst-Clark Construction Company on or before the fifteenth of the succeeding month.

It is further understood and agreed that because of the great resulting benefit to the Contractor for the use of said locks during the terms of his contract that the said Contractor will furnish, without expense to the Board of Trustees, all launches, barges, machinery and appliances that are proper and necessary for the expeditious and economical construction of said locks, except that the Trustees will pay for such equipment as is necessary and not a part of the equipment of said Furst-Clark Construction Company, not exceeding \$3,200.00, said equipment purchased to be the property of the Trustees. further stipulated and agreed that the quality of the piling, lumber, cement and other materials used in the construction of said locks shall be approved by the Chief Engineer or his assistant. All orders for supplies and materials shall be approved by the Chief Engineer or his authorized assistant.

The Furst-Clark Construction Company further agrees to remove, at its own expense, when the locks are completed, the earthen dams now in the said canals

The terms of the above agreement are hereby accepted and agreed upon:

#### FURST-CLARK CONSTRUCTION CO.

By F. A. Furst, President.

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

# TRUSTEES INTERNAL IMPROVEMENT FUND of the State of Florida.

Albert W. Gilchrist, Governor.

A. C. Croom, Comptroller,

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture. Dated: \_\_\_\_\_\_\_1911

March 29, 1911———— March 29, 1911————

## BOARD OF DRAINAGE COM-MISSIONERS OF THE STATE OF FLORIDA.

The following letter was read from Mr. A. A. Boggs, of Miami, Fla.:

"Miami, Fla., March 13, 1911.

Trustees Internal Improvement Fund, Tallahassee, Fla. Gentlemen:

#### Re Breaches in Canal Bank.

Since receipt of your last letter we have been in constant expectation of seeing Mr. Wright, as you indicated that he would be down soon, but as he has not done so, we wish to call attention to the fact that the opening made by us in the embankment as an outlet for the ditches on the land that we were endeavoring to cultivate in rice was made on the authority of your then engineer, Mr. Jenkins. When we were ready to make this opening, the writer personally went to Mr. Jenkins and asked him to designate the nature of the opening which he desired. stated that, as a number of other people had simply cut through square into the canal, there was no reason why we should not do so, and that it would be entirely satisfactory to him to have us run an open ditch at right angles into the canal. This was a full compliance on our part with the terms of our agreement, and we respectfully submit that we are not at fault in this matter.

The Everglades Plantation Company have instructed the firm of Hudson & Boggs to proceed against the Furst-Clark people with regard to the openings which they made in the North bank. Mr. Sanders and myself do not wish to take any such steps, but desire to point out that we have not only been very heavily damaged, but it seems to us, in view of the conduct of the Furst-Clark people, wantonly damaged by their failure to close the breaches in the South bank of that canal, and we have all along had the promise of the Trustees that they would keep the opening between the two ends of Pine Island closed.

As matters now stand we are still unable to cultivate the lands where we expected to plant the rice, and there is no telling when we will be able to do so. We would, therefore, ask whether, in the opinion of your Board, it would be unreasonable on our part to ask a release from our agreement to plant this rice.

Yours truly,

A. A. BOGGS."

The Secretary was directed to write Mr. Boggs that the main consideration in the sale of the land which the Trustees agreed to sell Boggs and Sanders in connection with the contract providing that said Boggs and Sanders should plant a certain acreage in rice, was the planting of rice on this land to demonstrate the adaptability of Everglades lands for rice culture, the \$25.00 per year rental, called for in the contract, being a minor consideration, and the price of the land being also priced at a nominal value. That, at their request, the time called for in the contract to plant said rice had been extended to the year 1911. That when the land was deeded to them it was expressly understood that this 100 acres of rice would be planted as a demonstration matter this year, and that they expected them to comply with their agreement and plant 100 acres in rice during this year.

In reference to that portion of their letter in which they referred to the matter of proceeding against the Furst-Clark Construction Company that is a matter with which the Trustees and the Board of Drainage Commissioners have nothing to do, but is a matter wholly between themselves and the Furst-Clark Construction Company.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

## Tallahassee, Fla., March 31, 1911.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners 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. P. Davie, of Colorado Springs, Colo., appeared before the Trustees and the Board of Drainage Commissioners in joint session and requested that:

Whereas, On the 24th day of June, 1908, an agreement was entered into between him and his associates and the Trustees of the Internal Improvement Fund, the full particulars of which will be found on pages 496, 497, 498, 499 and 500, Volume No. 6, of the Minutes of said Trustees, whereby Sections 27 and 34 and the West half of Section 26 and the West Half of Section 35, Township 50 South of Range 41 East, was leased to said Davie and associates for a period of five years from the date of the agreement, to be used for general farming and vegetable growing, and the establishment of an experimental sugarcane farm for the growth and production of sugarcane, and for the establishment of a sugar mill, at the option of Mr. Davie and associates, and the cutting of a canal from the South New River Canal, extending through Section 35, Township 50 South, Range 41 East, and part of Section 2, Township 51 South, Range 41 East, to a point in Section 2 found most practicable by the Engineer of the Trustees of the Internal Improvement Fund, which Engineer should supervise the work and prescribe the course, width and depth of the canal, the agreement stipulating that the width of said canal should not be less than 12 feet and

the depth of 3 feet, with the banks leveled for road purposes at a cost approximating \$2,000.00; and

Whereas, It was further agreed that the said Davie and his associates should have an option during the term of the lease heretofore mentioned to purchase Sections 27 and 34 and the West Half of Section 26 and the West Half of Section 35, in Township 50, South of Range 41 East, at and for the sum of \$10.00 per acre. Upon application of Mr. R. P. Davie it was

Resolved, That Mr. R. P. Davie and his associates be allowed to purchase tracts of Sections 27 and 34 and the West Half of Sections 26 and 35, Township 50 South, Range 41 East, of not less than 80 acres, by the payment of \$15.00 per acre for said land, it being understood that \$5.00 per acre of the \$15.00 per acre so paid shall be credited upon the final purchases of the land above described, should he or his associates purchase the whole of Sections 27 and 34, the West One-half of Sections 26 and 35, Township 50 South, Range 41 East, described above.

Mr. Davie also made a proposition to the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners that he would contribute the sum of \$5,000.00 towards the expense of cutting a canal from, at, or about, the Southwest corner of Section 31, Township 51 South, Range 42 East in a southeasterly direction towards the ocean, of such dimensions as should be deemed necessary after an investigation of the matter by the Chief Drainage Engineer, said canal being about five miles in length, and would continue said canal from at, or about, the Southwest corner of Section 31, Township 51 South, Range 42 East, on West, through Sections 36, 35, 34, 33, 32 and 31 of Township 51 South, Range 41 East, and Section 36 of Township 51 South, Range 40 East, and thence in a Northerly direction to intersect with the South New River Canal. Said canal to be a width of at least forty feet and a depth of not less than five feet.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners took the proposition of Mr. Davie as to the matter of contributing \$5,000.00 and building the canal described above, conditioned upon the Trustees and Drainage Commissioners constructing the canal mentioned above towards the ocean, under advisement pending an investigation of the cost of same.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., April 5, 1911.

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 presented the following bills, which were approved and ordered referred to the Board of Drainage Commissioners for their consideration:

LaBelle Boat and General Repair Shop, 2 Glade Boats at \$10.00 (\$20.00) and 2 Transit Rods	
at \$1.00 (\$2.00), bill of March 25, 1911	22.00
F. C. Elliott, account board at Labelle, Fla.,	
March 19-25	11.50
Berryhill-Cromartie Co., subsistence for survey-	
ing party (East side), bill of March 25, 1911,	05 50
\$63.39, and bill for \$32.40	95.79
Labelle Hardware and Mercantile Company,	
supplies for surveying party (Okeechobee	58.10
end), bill of March 24, 1911	90.10
J. O. Wright, miscellaneous expenses,	
such as cleaning office, moving, etc., bill of April 3, 1911	
J. O. Wright, expense special trip to	
Jacksonville to confer with Mr.	
Clark and Mr. Conklin regarding	
construction of locks, March 12 12.80	
J. O. Wright, expenses incurred on trip	
to Fort Lauderdale and Miami to	
inspect_work,M_ arch_23-28 47.70—	68.10
M. L. Heiss, expenses incurred in March, 1911,	
as Engineer in charge of lock construction	13.70
J. F. Hill, stationer's supplies for office Chief	
Drainage Engineer, bill of April 1	2.35
D. R. Cox Furniture Co., 1 kitchen table for	
use of office Chief Drainage Engineer	2.25
Shoemaker's Stables, drayage, etc., bill of April	
1, 1911, account office Chief Drainage En-	
gineer	3.21
K. M. Large, 28 days rent of lighter, bill of Feb.	20.00
28, 1911	28.00
New River Machine Shop, work and material,	
bill of March 1, 1911, \$15.20; and bill of Feb.	20.0~
1, 1911, \$14.75	29.95

cross section paper, litho., and other supplies for office Chief Drainage Engineer, 2 bills of	
March 23, and 1 bill of March 21, 1911	271.49
The Fine System, equipment and provisions for	
State Surveying party, bill of aMrch 25, 1911.	11.50
Miami Yacht and Machine Co., work and mate-	a4 15
rials in repairing launch, bill of Jan. 31, 1911.	61.43
E. R. Koile, work and materials in repairing borrowed launch while launch "Dixie" was	
being repaired, bill of Feb. 1	16.00
F. W. Bramlett, camping outfit for surveying	
party, bill of arch 25, 1911	59.70
Capital City Bank for T. J. Appleyard, en-	
velopes, second sheets, and letterheads for	
office of Chief Drainage Engineer, bill of March 21, 1911	17.50
Stranahan & Company, supplies for State Quar-	
ter Boat, March, 1911	163.25
Edgar Carlton, expenses incurred in the launch-	
ing of the boat shipped from Belhaven, N. C.,	41.0=
bill of March 13, 1911.	41.25
The Carl F. Roberts Co., dressed lumber and freight on same	1.81
Labelle Mercantile and Hardware Co., supplies	1.01
for engineering party, bill of March 1, 1911	48.05
Heitman-Evans Company, 1 pump, bill of March	
3, 1911	3.00
R. F. Ensey, Assistant Engineer in charge of	
party, 13 days, at rate of \$175.00 per month,	97 EN
salary for March, 1911  F. C. Elliott, Assistant Engineer in charge of	87.50
party, 11 days at rate of \$175.00 per month,	
salary for March, 1911	74.03

March, 1911	15.00
J. C. Dyess, Chainman, at \$2.50 per day, 5 days, March, 1911	12.50
Ralph Warner, Rodman, at \$2.50 per day, 5 days, March, 1911	12.50
Brooxie Whidden, Rodman, at \$2.50 per day, 5 days, March, 1911	12.50
Frank Howard, cook, at \$2.50 per day, 5 days,  March, 1911	12.50
A. G. Singleton, Chainman, at \$60.00 per month, 7 days, March, 1911	16.15
W. P. Bullard, Chainman, at \$50.00 per month, 5 days, March, 1911	9.61
W. D. Arnett, Axman, at \$50.00 per month, 5 days, March, 1911	9.61
William Reilley, Axman, at \$50.00 per month, 5 days, March, 1911	9.61
W. W. Myers, Axman, at \$50.00 per month, 5 days, March, 1911	9,61
Walter Williams, cook, at \$40.00 per month, 5 days, March 1911	7.69
R. C. Hicks, Assistant Engineer, March, 1911 W. E. Matters, Instrument Man, at \$90.00 per	125.00
month, 9 days, March, 1911	31.15
M. L. Heiss, Lock Inspector, at \$90.00 per month, March, 1911	90.00
E. A. Croucher, Dredge Inspector, at \$60.00 per month, March, 1911	60.00
Marshall Carr, Dredge Inspector, at \$60.00 per month, March, 1911	60.00
J. H. Jacobie, Dredge Inspector, at \$60.00 per	60.00
month, March, 1911	00.00

month, 15 days, March, 1911	43.28
L. B. White, Launchman, at \$75.00 per month, March, 1911, 22½ days	64.91
Harley Stout, cook, at \$40.00 per month, March,	40.00
Russell Goodson, Chainman, at \$2.00 per day, 8 days, March, 1911	16,00
C. R. Barkoskie, Chainman, at \$2.00 per day, 29 days, March, 1911	58.00
G. H. Davis Rodman, at \$2.00 per day, 22 days, March, 1911	44.00
S. E. Fluck, Stakeman, at \$2.00 per day, 29 days, March, 1911	58.00
S. M. Hicks, Rodman, at \$2.00 per day, 21 days, March, 1911	42.00
H. O. Smith, Chainman, at \$2.00 per day, 19 days, March, 1911	38.00
R. C. Hicks, expense incurred account payment of wages, as follows:	
Richard McLaughlin, Stakeman, 7 days at \$2. per day\$14.00	
C. J. Albert, Stakeman, 2 days, at \$2.00 per day 4.00	
M. T. Brundage, Stakeman, 1 day at \$2.00 per day 2.00—	20.00
John W. Newman, Assistant Engineer, March, 1911	125.00
B. C. Dyess, Launchman, 15 days at \$3.00 per day, March, 1911	45.00
Ben Waldron, Chain and Axman, 27 days at \$2.00 per day, March, 1911	54.00
Jasper Wikinson, Chain and Axman, 27 days at \$2.00 per day, March, 1911	54.00

Aldophus Rimes, cook, at \$1.50 per day, 8 days,	
March, 1911	12.00
Adolphus Rimes, Chain and Axman, 21 days at	
\$2.00 per day, March, 1911	42.00
J. O. Wright, services as Chief Drainage En-	
gineer, at rate of \$5,000.00 per annum, March,	
1911	416.67
G. C. Pierce, Office Engineer, March, 1911	125.00
John W. Newman, expenses of 2 men sent to	
Ft. Myers for gasoline, \$2.40; and transpor-	
tation of provisions from Labelle, \$5.00	7.40
Frank T. Budge, fixtures for locks, bill of Feb.	
1-6, 1911	9.62
Palace Market (T. E. Mayberry, prop.), bill of	
March 1, 1911	42.40
R. C. Hicks, personal expense account for Feb.,	
1911	24.20
R. F. Ensey, expense account as Engineer in	
charge of surveying on East side	45.96
Southern Express Company, bill of March 1,	
1911, account office Chief Drainage Engineer.	2.99
m. ( )	
Total\$	3,383,65

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, April 15, 1911.

The Trustees of the Internal Improvement Fund met in the offiffice 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 March 29, 30, 31 and April 5, 1911, were read and approved.

The following bills were presented, approved and ordered paid:

J. C. Luning, services as Secretary, March, 1911	150.00
W. M. McIntosh, Jr., services as Assistant Secretary, March, 1911	25,00
Mary Herring, services as stenographer to Secretary, March, 1911	75.00
John T. Costa, services as Chief Clerk in Land Department, March, 1911	150.00
C. B. Gwynn, services in abstracting United States and State entries, March, 1911	125.00
Willis W. Colson, services listing U. S. entries and making abstracts in Gainesville Land Office, March, 1911	100.00
I. N. Withers, salary and expenses as State Land Selecting and Inspecting Agent, March, 1911	140.07
J. M. Dell, for help and data furnished State Agent, W. W. Colson, March 27, 1911	25.00
J. L. Townsend, refund of money paid Trustees October 24, 1910, for S. W. ¼ of S. W. ¼ of Sec. 5, Tp. 28, S., R. 26 E	280.00

J. O. Wright, expense incurred on official bus ness to be charged the Florida Coast Lin Canal and Transportation Company, Marc	ne ch
John McDougall, Postmaster, stamps an	
stamped envelopes for office Secretary	
Capital City Bank for T. J. Appleyard, bindin 50 copies of 1910-11 Report in Law Sheep	
Gilmore & Davis Company, one pair of scale and one hammer, bill of April 1, 1911	
Western Union Telegraph Company, bill fo	or
March, 1911	. 1.10
B. M. Robinson, Clerk Circuit Court, Orang	
County, for rec. deed Trustees I. I. Fund Ware, April 8, 1911	
The following bills were presented, apported transmitted to Hon. A. C. Croom, 6 with a request that he cause warrants to be payment of same upon funds in the custody of Knott, State Treasurer, to the credit of the Drainage Commissioners:	Comptroller, e drawn in Hon. W. V.
Furst-Clark Construction Company, for excavion covered by estimate No. 10	
H. & W. B. Drew Company, bills of April 1, 4, and 10, 1911, for office supplies for Chi	6,
Drainage Engineer	
Yeager & Bethel Hardware Company, offi supplies, bill of March 1, 1911	ce 2.65
Pittsburgh Plate Glass Company, glass for bl	ue ·
print frames, bill of April 3, 1911	
Western Union Telegraph Company, bill April 1, 1911	of 10.85
Total	\$29,846.43

The Secretary presented estimate of the Chief Drainage Engineer of the work done by the Furst-Clark Construction Company in the Everglades for the month of March, 1911, showing that during said month 346,648 cubic yards of material of all kinds had been excavated, 301,690 cubic yards of which was earth and 44,958 cubic yards was rock. At the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock amounting to \$33,126.80. Reserving the 10% under the contract leaves the sum of \$29,814.12 now due and payable to said Furst-Clark Construction Company, which was ordered paid.

The Secretary also presented the following report of the Chief Drainage Engineer upon the general progress of the work:

Tallahassee, Fla., April 14, 1911.

Trustees Internal Improvement Fund & Board of Drainage Commissioners, State of Florida, Tallahassee, Florida.

Gentlemen: I have the honor to transmit herewith estimate No. 10 in favor of the Furst-Clark Construction Company for dredging done under their contract during the month of March, 1911.

The dredge "Okeechobee," which was laid up for repairs the 1st of December, was placed in commission March 13th and operated the remainder of the month. The other five dredges were in operation during the entire month. The total cubic yards removed during the month was 346,648, which is 258,648 yards less than the quantity that should have been removed to make the rate of progress required by the contract.

There was originally estimated to be 19,000,000 cubic yards of material to be excavated. By the terms of the contract the contractor was allowed six months in which

to provide a suitable plant and get it in operation and was, thereafter, to remove one-thirtieth of the amount remaining each month. This would have required a monthly output of 578,896 cubic yards. But during the last three months, this rate of progress has not been maintained and it is now necessary for the contractor to remove 605,300 cubic yards each month in order to finish the contract within the time specified.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer.

The report was ordered filed and a copy of same mailed to Furst-Clark Construction Company.

Hon. B. E. McLin, Commissioner of Agriculture, presented a communication from the attorney of Mrs. C. T. McCarty and Mrs. Harriet M. Wright, said attorney stating that he expected to present a bill to the Legislature for relief for expenses incurred in obtaining title to the W. 1 of the S. E. 1/4 of Section 8, Township 34 South, Range 40 East, which was deeded to the above parties or their grantors many years ago by the State by mistake, the State at the time not having a title to said land, and another party homesteading this land some time after, Mrs. Wright as a grantee from Mrs. McCarty having expended some \$400.00 or \$500.00 in defending the title to same, and desired to know if the Land Department of the State would oppose the bill granting relief, the matter was ordered referred to the Attorney General, who made the following report upon same:

Tallahassee, Florida, April 15, 1911.

Trustees I. I. Fund, Tallahassee, Florida.

Gentlemen: Answering your inquiry of the 8th instant where in you ask me to give my opinion as to what is right and legal in the matter of the case of a mistake on the part of the State in deeding to Mrs. McCarty or her grantor the W. ½ of S. E. ¼, Section 8, Township 34, Range 40, when said land had not been patented to the State, and where Mrs. Wright, a grantee from Mrs. McCarty, expended \$400.00 or \$500.00 in defending her title to the said land, and now wishes to secure the passage of a relief bill, I beg to advise that it is my opinion that the State is under no legal obligations to Mrs. Wright, but I do think it is under a moral obligation to her as the grantee of a party acquiring said property from the State, for the bona fide and reasonable expenses for clearing her title, provided Mrs. McCarty has not reimbursed her.

I am returning herewith the papers submitted to me for investigation in the above matter.

Respectfully submitted,

PARK TRAMMELL, Attorney General.

The Trustees concurred in the view taken of the matter by the Attorney General and instructed the Secretary to inform Mr. A. G. Hamlin, the attorney of Mrs. Harriet M. Wright, that they would not oppose the granting of reasonable and bona fide expenses incurred in clearing title to the land referred to.

The following letter from Mr. J. E. Ingraham, Vice-President of the Florida East Coast Railway Company, was read and ordered spread upon the minutes:

St. Augustine, Fla., April 3, 1911.

Honorable A. W. Gilchrist, Governor State of Florida, Tallahassee, Florida.

My dear Sir: As Vice-President of the Florida East Coast Railway Company and the Model Land Company, and in the absence of the President from the State, I request that their application for the elimination of certain lands in the Drainage Area be withdrawn for the present.

Yours truly,

J. E. INGRAHAM, Vice-President.

The financial Statement and disbursements for the month of March, 1911, was read as follows:

month of march, 1911, was read as	Torrows.
Financial statement for the month	of March, 1911.
To balance on hand March 1,	
1911	1,685.01
To amount received from land	
sales during month	1,567.58
To amount received from sale	
of reports	3.22
To amount received from R. J.	
Bolles, being credited \$21,875.00	
balance in full for drainage	
note due April 1, 1911; \$25,-	
000.00 being payment in full	
for drainage note due July 1,	
1912; \$13,125.00 being credited	
on drainage note due October	
1, 1912 6	60,000.00
To amount received from Furst-	
Clark Construction Company,	
being 8th payment on boats,	
barges, etc	1,000.00
To amount received from Board	
of Drainage Commissioners,	
being a refund of amounts	
expended by Trustees in con-	
struction and equipment of	
dredges and general drainage	
operations 7	6,128.59

Mointoch in home interest	elt of the
	-\$421,489.42
By disbursements for March, 1911	106,371.98
To balance on hand April 1, 1911	\$315,117.44
Reconcilement.	
To cash and cash items in hands of Secretary\$ 750.00  To balance in banks	-\$315,117.44
Distributed in following banks:	
First National Bank, Tallahassee, Fla	The state of the s
Capital City Bank, Tallahassee, Fla	
Exchange National Bank, Tampa, Fla	
Citizens Bank & Trust Company, Tampa, Fla.	
First National Bank, St. Petersburg, Fla	
Florida National Bank, Jacksonville, Fla	
Bank Bay Biscayne, Miami, Fla	
Barnett National Bank, Jacksonville, Fla	
Bank of Palm Beach, West Palm Beach, Fla	
Hillsboro State Bank, Plant City, Fla	
Atlantic National Bank, Jacksonville, Fla	
Gainesville National Bank, Gainesville, Fla	
Citizens Bank, Madison, Fla	4,025.00
First National Bank, Tampa, Fla	10,000.00
First National Bank, Miami, Fla	11,339.55

First National Bank, Gainesville, Fla 4,	020.60
First National Bank, Marianna, Fla 10,	062.50
Citizens Bank, Kissimmee, Fla 7,	011.66
The state of the s	
\$314,	367.44
List of Disbursements for the month of March, 19	911:
Voucher No. Amo	unt.
2529—J. C. Luning, services as Secretary,	
	150.00
2530—W. M. McIntosh, Jr., services as	
Assistant Secretary, February, 1911	25.00
2531—Miss Mary Herring, services as	20.00
Stenographer to Secretary, Feb-	
ruary, 1911	75.00
2532—John T. Costa, salary as Chief	10.00
Clerk in Land Department, Feb-	
	150.00
2533—C. B. Gwynn, services for listing	100.00
	125.00
2534—W. W. Colson, services in Gaines-	
	100.00
2535—W. H. Ellis, services as General	
Counsel, February, 1911	208.34
2536—Western Union Telegraph Com-	
pany, services for February, 1911	.25
2537—Commissioner General Land Office,	
Washington, D. C., for 104 photo-	
lithographs	26.95
2538—John McDougall, Postmaster,	
stamped envelopes for Land Depart-	
	108.20
2539—Z. T. Merritt, Clerk Circuit Court,	
Dade County, cancelling Tax Sale	- 12
Certificates	6.50

oucher No.	Amount.
2540—J. M. Dell, services in aGinesville	
Land Office, February, 1911	125.00
2541-D. R. Cox Furniture Company,	
filing cases for office of Secretary	15.70
2542—Western Union Telegraph Com-	
pany, telegrams sent in February,	
1911	1.01
2543—Cap. City Bank for T. J. Appleyard,	
for special blanks for Lant Dept.	
and draft books for office Secretary	11.50
2544—Z. T. Merritt, Clerk Circuit Court,	
Dade County, recording Cordner	
deed to Trustees	1.50
2545—I. N. Withers, salary and expenses	
as State Land Selecting and In-	
specting Agent, February, 1911	74.87
2546—Furst-Clark Construction Company,	
excavation for February, 1911	34,494.91
2547-R. B. McClendon, Tax Collector,	
Dade County, Drainage Taxes for	
year 1910	38,272.01
2548—Cyril Baldwin, Tax Collector, De-	
Soto County, Drainage Tax for	
year 1910	1.00
2549—H. A. Blake, Tax Collector, Lee	
County, Drainage Tax for year	
1910	1,676.00
2550—T. A. Sweeting, Tax Collector,	
Monroe County, Drainage Tax for	
year 1910	13,067.50
2552—H. A. Blake, Tax Collector, Lee	
County, Drainage Tax for year	
1910	96.00

Voucher No.	Amount.
2553—T. J. Campbell, Tax Collector, Palm Beach County, Drainage Tax for year 1910	17.069.50
2554—Wisner Land Company, reimbursement for redemption of lands, etc	351.74
2555—Wisner Land Company, Drainage Tax for 1908	138,50

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., April 21, 1911.

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,
R. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

The following report to the House of Representatives, in compliance with the request contained in House Resolution No. 40, was read and ordered transmitted to the House of Representatives and a copy of same spread upon the minutes:

Hon. T. A. Jennings,

Speaker of the House of Representatives.

Dear Sir :-

In compliance with the following resolution:

"House Resolution No. 40:

Be it Resolved, That the Secretary of State, State Treasurer, State Comptroller, State Commissioner of Agriculture, the Attorney General, Superintendent of Public Instruction and the Internal Improvement Board, and are hereby requested to report to the House of Representatives within ten days from this date the amounts in perquisites, if any, they have received in addition to their regular salaries, for the calendar years of 1909 and 1910; the name of the clerks employed by them during said years, the periods for which said clerks are employed, and the amount of salary paid per month for each of said clerks, also the relationship by blood or marriage between the said clerks and the State officials in whose department they are employed, or have been employed, also the expenditures made in each department for said years. -

We beg to state that we, as Trustees of the Internal Improvement Fund of the State of Florida, receive no salary, neither do we receive any fees or perquisites.

The following persons are, or have been, employed by us during the years 1909 and 1910 at the following salaries, or compensation:

W. M. McIntosh, Jr., secretary, from January 1, 1909, to December 1, 1909, at a salary of \$500.00 per year; as assistant secretary for month of December, 1909, at a salary of \$41.66, and for the year 1910 at a salary of \$25.00 per month.

J. C. Luning, secretary, from December, 1909, to December 31, 1910, at a salary of \$150.00 per month.

Miss Carrie C. Edwards, as stenographer to secretary, from January 1, 1909, to and including a portion of June, 1909, at a salary of \$1,000.00 per year.

Mrs. S. B. Croom, as stenographer to secretary, from July 1, 1909, to December 1, 1909, at a salary of \$1,000.00 per year.

Mrs. R. B. Gorman, stenographic work for the Secretary during the months of January, February, March and April, 1910, amounting to a total of \$109.00.

Miss Mary Herring, stenographer to secretary, from May, 1910, to December 31, 1910, at a salary of \$75.00 per month.

John T. Costa, chief clerk in Land Department, from January 1, 1909, to December 31, 1910, at a salary of \$150.00 per month.

- O. M. Jacobie, clerk in Land Department, in abstract work, from January 1, 1909, to August 1, 1909, at a salary of \$125.00 per month.
- C. B. Gwynn, clerk in Land Department, in abstract work, from August 1, 1909, to December 31, 1910, at a salary of \$125.00 per month.
- J. M. Dell, clerk in abstracting work in U. S. Land Office for State Land Department, and any other work that he was called on to do by the Commissioner of Agriculture, from January 1, 1909, to December 31, 1910, at \$125.00 per month.
- W. H. Ellis, Counsel for the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners combined, employed November 1, 1910, at a salary of \$2,500.00 per year for both the Trustees and the Drainage Board.

For any other expenditures not given in this statement, we respectfully refer you to the printed Report of the Trustees for the years 1909 and 1910, which gives the entire detailed expenditures for the above years, a copy of which has been placed upon the desk of each member of the house.

We further beg to state that the only employees related to any of the Trustees, by blood or marriage, employed during the years 1909 and 1910, were Miss Carrie C. Edwards, Mrs. S. B. Croom and Miss Mary Herring, stenographers to the secretary, Misses Edwards and Herring being distant cousins and Mrs. Croom the daughter-in-law of the Comptroller.

It will be observed that Mr. W. M. McIntosh, Jr., was paid a salary of only \$500.00 as secretary of the Trustees from January 1, 1909, to December 1, 1909, for the month of December, 1909, \$41.66, and for the year 1910 \$25.00 per month as assistant secretary, and Mr. J. C. Luning was employed as secretary at a salary of \$150.00 per month on December 1, 1909. It is proper to state in explanation of this matter that when Mr. McIntosh was paid only \$500.00 per year as secretary he was serving the Trustees as secretary and also the Comptroller as chief clerk, and received a salary of \$1,500.00 per annum as chief clerk of Comptroller, the greater portion of his time being given to his duties as chief clerk of the Comptroller.

The work of the Comptroller's office was constantly increasing, and, owing to the enlargement of the drainage operations and to new methods of work which they contemplated inaugurating, the work of the Trustees was also increasing to such an extent that it was found necessary to secure the services of a competent person as secretary for his entire time in such position; and a secretary was employed whose whole time should be devoted exclusively to the work of both the Trustees and the Board

of Drainage Commissioners, these positions previous to December 1, 1909, being filled by two separate persons, the Secretary of the Drainage Board being paid a salary of \$25.00 per month.

The former secretary, having been employed in such capacity for a great number of years, thereby rendering him thoroughly familiar with the records, files and other documents of the Trustees, it was thought advisable to retain his services in the capacity of assistant secretary for a short time at a nominal salary, and he was, therefore, employed as assistant secretary from December 1, 1909, to July 1, 1911, at the salary stated above, when his term of employment as assistant secretary ceases.

Respectfully submitted.

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 the Miami Land and Development Company relative to purchasing lands owned by the State in Township 57 South, Range 48 East, desiring to know if these lands, which aggregated more than 300 acres, could be purchased without advertising and desiring to know what price per acre was asked for the lands.

The Secretary was directed to write the Miami Land and Development Company, that, under the law, all tracts of State lands of 300 acres or more were required to be advertised for 30 days in the county in which the lands

lay and also in a newspaper published at the capital, and if the said Company would guarantee to bid a price per acre that the Trustees would be willing to accept, that the Trustees would have the lands advertised according to the law governing the sale of lands in tracts of 300 or more acres to be sold to the highest bidder.

A letter from Mr. Robert C. May, of Miami, Fla., to Governor Albert W. Gilchrist relative to damages he claimed on account of the Miami Canal, and offering to agree to Governor Gilchrist to act as arbitrator in the matter, was read and ordered filed.

The following letter from Capt. Geo. M. Spaulding to Governor Albert W. Gilchrist, and the reply of the Governor to same, was read and ordered spread upon the minutes:

Jacksonville, Fla., April 19, 1911.

His Excellency, Albert W. Gilchrist, Governor of Florida,

> Chairman Board of Drainage Commissioners, Tallahassee, Florida.

Sir:

For use in connection with my forthcoming report on the preliminary examination of St. Lucie Inlet, Florida, I have the honor to request information as to whether the St. Lucie River will be included in the drainage operations in progress and proposed in that part of the State. If so, I would be pleased to have a copy of a map showing the location and the dimensions of any drainage canal or canals proposed which it is intended to connect with the St. Lucie River.

Very respectfully

GEO. M. SPAULDING, Captain Corps of Engineers. Tallahassee, Fla., April 21, 1911.

Captain Geo. M. Spaulding,
Captain Corps of Engineers,
Jacksonville, Fla.

Dear Sir :-

Your letter of April 19th with reference to the St. Lucie Inlet, Florida, has been referred to the Secretary of the Trustees of the Internal Improvement Fund.

Yours very truly,

ALBERT W. GILCHRIST, Governor.

The Secretary was instructed to send Capt. Spaulding a map of the Everglades Drainage District showing the location of the canals being excavated and under contemplation of construction.

A letter was presented which had been written to Governor Albert W. Gilchrist by Mr. M. A. Marshall relative to the overflow of water upon the lands of the eastern edge or rock rim of the Everglades in times of storms and long rainfall, and the Secretary was instructed to refer the letter of Mr. Marshall to the Chief Drainage Engineer for his consideration, with the request that he take up the matter with Mr. Marshall and explain to him the steps that the Trustees propose taking to relieve the conditions complained of.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

7-Min.

## Tallahassee, Florida, April 25, 1911.

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 Secretary presented a letter from Mr. A. B. Sanders proposing to buy the timber on Pine Island, between the North New River and the South New River Canals

The Trustees directed the Secretary to write Mr. Sanders that they did not care to dispose of the timber on said island.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners:

Gilmore and Davis Company, supplies for office Chief Drainage Engineer, bill of April 1, 1911	\$ 8.00
Roy C. Garman, Rodman in drainage examination of Cypress Creek, 7 days at \$2.00 per day, bill of April 18, 1911	14.00
M. M. Smoak & Bro., one week and five days' board of Reid Whitford\$15.36 One week and five days, board of J. G.	
Kimmel, bill of April 22, 1911 15.36—	30.72

W. S. Ashley, Helper and Guide, with two	
horses and wagon, in drainage examina-	
tion of South side of Cypress Creek, bill	
of April 18, 1911, 2 days of 15 hours	
each at \$8.00 per day	16.00
C. L. Lyons, Helper and Guide, with two	
mules and wagon, in drainage examina-	
tion of North side of Cypress Creek, 41/2	
days of 12 hours each at \$5.00, bill of	

The Trustees then adjourned.

April 14, 1911 ....

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, April 28, 1911.

22.50

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 April 25, 1911, were read and approved.

Mr. S. E. Cobb, of Jacksonville, Florida, appeared before the Trustees and made application to purchase the unsurveyed land in Sections 5. 6. 7. 17 and 18, of Township 3 South, Range 29 East. The land requested to be purchased amounting to more than 300 acres, and the law

providing that more than 300 acres of land should be advertised for 30 days in a paper located in the county, or counties, in which any land lay desired to be purchased, and also advertised in a newspaper published at the State Capital, and Mr. Cobb agreeing to bid a price which, with other considerations, the Trustees would be willing to accept in case there was no better bid, the Commissioner of Agriculture was requested to have prepared a proper form of advertisement of the lands above described and have same published as the law directs.

The Secretary was directed to draw warrants in payment of the redemption of Lots 1, 2, 3 and the S. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  of Section 13, Township 60 South, Range 37 East, and all of the E.  $\frac{1}{2}$  of Section 7, Township 53 South, Range 41 East, sold for the drainage taxes of 1907, the total amount necessary to redeem said land being \$125.63.

The Commissioner of Agriculture presented the application of Thomas J. Pryor to purchase the North 6. 71 acres of the East Half of Lot No. 3, of Section 36, in Township 51 South of Range 41 East. This being another of those cases where the party had purchased land in the Township and Range embraced in one of the sub-divisions of John W. Newman of the Everglades prior to said sub-division, and the sub-division of said Town ship and Range into lots making a change in the acreage of proper fractional sections of land, in order that the land conveyed to Mr. Pryor should be uniform as to Lots, the Commissioner of Agriculture was instructed to have deed prepared to Mr. Thomas J. Pryor to the North 6.71 acres of the East Half of Lot No. 3 of Section 36, Township 51 South, Range 41 East, at the price of \$1.50 per acre, the price at which the original land was sold, the Commissioner of Agriculture reporting that he had

received a check from Mr. Pryor to cover the price of the land.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

## Tallahassee, Florida, May 1, 1911.

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 bills were presented, approved and ordered paid:

J. C. Luning, services as Secretary, April, 1911\$	150.00
W. M. McIntosh, Jr., services as Assistant Secretary, April, 1911	25.00
Miss Mary Herring, services as Senographer to Secretary, April, 1911	75.00
John T. Costa, services as Chief Clerk in Saleman's office, April, 1911	150.00
C. B. Gwynn, services as clerk, in abstract work, in Salesman's office, April, 1911	125.00
W. H. Ellis, services as General Counsel to Trustees, April, 1911	208.34

Z. T. Merritt, Clerk Circuit Court, Dade County, for redemption of lands, Drainage Tax Dis-	1
trict	125.63
The following bills were presented, approve ordered referred to the Board of Drainage Cosioners for their consideration:	
H. & W. B. Drew Company, rollduplex drawing paper, bill of March 11, 1911\$ 7.28 Surveying equipment, bill of April 19,	
1911 22.95—	30.23
Miami Beef Company, bill of March 28, 1911	2.00
E. L. Brady Company, (Inc.), subsistence for	97.10
quarter boat, bill of March 7-10, 1911	27.18
Berryhill-Cromartie Co., subsistence, etc., bill of April 1, 1911	115.18
Palace Market (T. E. Mayberry, Proprietor)	110110
bill of March 31, 1911	18.30
Stranahan & Company, supplies for State	
Quarter Boat, bill of March 30, 1911	11.65
C. D. Leffler, gasoline furnished February 1st	
and 18th and March 10, 1911	62.64
T. Hall, transportation of State surveying outfit	9.00
on launch "Frances," April 7, 1911	8.00
Chief Drainage Engineer's office, bill of May	
1, 1911	17.00
New River Machine Shop (Holloway & Bryan,	
Proprietors), repairing one connecting rod,	
bill of April 1, 1911	3.00
E. R. Koile, one 3 H. P. shaft coupling, bill of	
April 1, 1911	3.50
The McCrimmon Lumber Company, 500 lath,	2 22
bill of April 1, 1911	2.50

Everglade Grocery Company, subsistence for	
engineering party, bill of March 21, 1911	2.00
F. C. Elliott, expense account for month of	
April, 1911, as Assistant Engineer	101.60
Butler & Thomas, subsistence account engineer-	
ing party, bill of April 7, 1911	18.87
Chicago Steel Tape Company, surveying	
equipment for surveying on East Side,	
bill of March 11, 1911\$29.50	
Supplies account lock construction, bill of March 10, 1911 5.00-	_ 34 50
The S. B. Hubbard Company, supplies for	- 51.50
surveying party on East Side, bill of	
March 21, 1911 \$ 4.10	
Bill of April 7, 1911, supplies for sur-	
veying on East Side 251.85	-245.95
W. & L. E. Gurley, surveying supplies for East	
Side, bill of March 20, 1911	172.50
K. M. Large, 26 days rent of lighter in March,	
1911, at \$1.00 per day	26.00
M. L. Heiss, expenses as Lock Inspector, for	==
April, 1911	14.75
R. C. Hicks, expense account as Assistant	28.09
Drainage Engineer, April, 1911	28.09
John W. Newman, expense account as Assistant Drainage Engineer, April, 1911	27.73
J. O. Wright, salary as Chief Drainage En-	21.10
gineer, April, 1911	416.66
G. C. Pierce, salary as Office Engineer, April,	110.00
1911	125.00
F. C. Elliott, salary as Assistant Engineer,	
April, 1911	175.00
G. R. Dyess, Chainman, April, 1911, 16 days at	
\$3.00 per day	48.00

J. C. Dyess, Chainman, April, 1911, 16 days at	
\$2.50 per day	40.00
Ralph Warriner, Rodman, April, 1911, 16 days	
at \$2.50 per day	40.00
B. H. Whidden, Rodman, April, 1911, 16 days	
at \$2.50 per day	40.00
Frank Howard, Cook, April, 1911, 16 days at	
\$2.50 per day	40.00
R. F. Ensey, salary as Assistant Engineer,	8-15/5-7
April, 1911	175.00
R. S. Reese, Front Rodman, April, 1911	65.00
A. G. Singleton, Head Chainman, April, 1911	60.00
W. D. Arnett, Rear Chainman, April, 1911	50.00
W. P. Bullard, Axeman, April, 1911	50.00
W. W. Myers, Axeman, April, 1911	50.00
Elias Marshall, Axman, April, 1911, 8 days at	
rate of \$50.00 per month	15.38
D. E. Forbes, Helper, April, 1911, 7 days at rate	
of \$50.00 per month	13.46
Walter Williams, Cook, Aprfil, 1911, 21 days at	00.00
rate of \$40.00 per month	32.30
Walter Williams, Helper, April, 1911, 5 days at	7.70
rate of \$40.00 per month	7.70
John W. Newman, salary as Chief of Party, April, 1911	125.00
B. C. Dyess, Launch and Line Man, April,	149.00
1911	78.00
Ben Waldron, Chain and Axeman, April, 1911,	
25 days at \$2.00 per day	50.00
Jasper Wilkinson, Chain and Axeman, April,	
1911, 6 days at \$2.00 per day	12.00
Dolphus Rimes, Cook, April, 1911, 9 days at	
\$1.50 per day	13.50

Dolphus Rimes, Chain and Axeman, April,	
1911, 14 days at \$2.00 per day	28.00
Earl Murray, Chain and Axeman, April, 1911	
6 days at \$2.00 per day	12.00
M. L. Heiss, salary as Lock Inspector, April,	
1911	90.00
R. C. Hicks, Assistant Engineer, April, 1911	125.00
W. E. Matters, Instrument Man, April, 1911	90.00
E. A. Croucher, Dredge Inspector, April, 1911	60.00
Marshall Carr, Dredge Inspector, April, 1911	60.00
J. H. Jacobie, Dredge Inspector, April, 1911	60.00
L. B. White, Launchman, April, 1911	75.00
Harley Stout, Cook, April, 1911	40.00
G. A. Long, Instrument Man, April, 81 days at	
\$3.00 per day	25.50
C. R. Barkoskie, Chainman, April, 1911, 1 day	
at \$2.00 per day	2.00
H. O. Smith, Chainman, April, 1911, 25 days at	
\$2.00 per day	50.00
S. M. Hicks, Rodman, April, 1911, 25 days at	
\$2.00 per day	50.00
S. E. Fluck, Stakeman, April, 1911,25 days at	
\$2.00 per day	50.00
H. C. Strickland, Stakeman, April, 1911, 18	445
days at \$2.00 per day	36.00
W. W. Kissick, Chainman, April, 1911, 13 days	
at \$2.00 per day	26.00
E. L. Anderson, Chainman, April, 1911, 12 days	
at \$2.00 per day	24.00
Wm. McKimlock, Stakeman, April, 1911, 6 days	
at \$2.00 per day	12.00
M. Allen, Axeman, April, 1911, 4 days at \$2.00	
per day	8.00

Percy Shunk, Axeman, April, 1911, 4 days at	
\$2.00 per day	8.00
Edwin Shunk, Axeman, April, 1911, 4 days at	
\$2.00 per day	8.00
W. P. Purdum, Axeman, April, 1911, 4 days at	
\$2.00 per day	8.00

The Trustees then adjourned.

Attest: ALBERT W.GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., May 2, 1911.

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 April 25th and May 1st, 1911, read and approved.

The meeting was called by the Governor for considering a bill prepared by him for submission to the Legislature entitled "A BILL TO BE ENTITLED AN ACT Relative to the Right of Homestead on Certain Lands Belonging to the Trustees of the Internal Improvement Fund, and Repealing Section 626 of the General Statutes of the State of Florida, Relative to the Right of Pre-emption." The bill as originally drawn, with slight amendments, was unanimously approved by the Trustees.

A letter was presented by the Secretary from the Everglade Land Sales Company, of Chicago, desiring to act as sales agent for the Trustees for certain lands owned by the State in the Everglades Drainage District. The Secretary was instructed to write the Everglade Land Sales Company that they did not care to place any lands of the State upon the market through a sales agency.

A letter was read from Hon. F. A. Hendry, of Fort Myers, Fla., relating to the placing of locks in the Hickpochee Canal, addressed to the Governor and by him referred to the Trustees.

The Secretary was directed to transmit the letter to the Chief Drainage Engineer.

A letter was also read from Mr. Geo. F. Miles, Vice-President of the Florida Coast Line Canal and Transportation Company, relative to the erection of a bridge across Pablo Creek, in Duval County, which was ordered filed.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary.

Tallahassee, Fla., May 12, 1911.

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 meeting of May 2, 1911, read and approved.

The financial statement and disbursements for the month of April, 1911, was read as follows:

Financial statement for the month of April, 1911.

	10
315,117.44	
759.60	
2.00	
13,083.34	
07.07	
97.07	
706.13	-
100.15	
32.00	
02.00	
25,000.00	
\$354	1,797.58
1	,197.98

\$353,599.60

To balance on hand April 30, 1911..

# RECONCILEMENT.

To cash and cash items in hands of
Secretary
\$353,599.60
Distributed in following banks:
First National Bank, Tallahassee, Fla\$ 19,016.89
Capital City Bank, Tallahassee, Fla 5,415.79
Exchange National Bank, Tampa, Fla 18,419.52
First National Bank, St. Petersburg, Fla 5,135.43
Florida National Bank, Jacksonville, Fla 74,510.34
Bank of Bay Biscayne, Miami, Fla 10,369.76
Barnett National Bank, Jacksonville, Fla 107,962.63
Bank of Palm Beach, Palm Beach, Fla 6,056.25
Hillsboro State Bank, Plant City, Fla 9,078.75
Atlantic National Bank, Jacksonville, Fla 32,261.74
Gainesville National Bank, Gainesville, Fla 5,000.00
Citizens' Bank, Madison, Fla 4,025.00
First National Bank, Tampa, Fla 10,000.00
First National Bank, Miami, Fla 11,410.35
First National Bank, Gainesville, Fla 4,020.60
First National Bank, Marianna, Fla 10,062.50
Citizens' Bank, Kissimmee, Fla
Florida Bank, of Gainesville, Fla 4,000.00
Citizens' Bank & Trust Company, Tampa, Fla 9,048.64
Total\$352,849.60
List of Disbursements for the month of April, 1911:
Voucher No. Amount.
2556—J. C. Luning, services as Secretary,
March, 1911\$ 150.00

Voucher No.	Amount.
2557—W. M. McIntosh, Jr., services as Assistant Secretary, March, 1911	25.00
2558—Miss Mary Herring, services as stenographer to Secretary, March, 1911	75.00
Clerk in Salesman's office, March,	150.00
2560—C. B. Gwynn' services as Clerk in Salesman's office, in abstract work, March, 1911	125.00
2561—Willis W. Colson, services as clerk for Salesman in U. S. Land Office at Gainesville	
2562—I. N. Withers, salary and expenses as State Inspecting and Selecting Agent of Lands, March, 1911	
2563—J. M. Dell, for furnishing data and assistance to Mr. W. W. Colson, March, 1911	
2564—J. L. Townsend, refund of money paid Trustees on the 24th day of Oc- tober, 1910, in error, for S. W. <sup>1</sup> / <sub>2</sub>	
of S. W.1/4 of Sec. 5, Tp. 28 S., R. 26 E	280.00
2565—Western Union Telegraph Company, bill of March, 1911	
2566—Gilmore & Davis Company, bill of April 1, 1911, for one pair scales and one hammer for Secretary's office.	
2567—Capital City Bank for T, J. Apple yard, for binding 50 copies of Re port in Law Sheep	
Port in the cheep	50.00

oucher No.	Amount.
2568—John McDougall, P. M., stamps and envelopes for Secretary's office	41.16
2569—J. O. Wright, Chief Drainage Engineer, expenses incurred account Florida Coast Line Canal and	
Transportation Company  2570—B. M. Robinson, Clerk Circuit Court, Orange County, rec. deed	
from I. I. Fund to Ware	1.20
2571—Transfer of Funds.	* 102

\$ 1,197.98

The Secretary presented a statement of the work done by the Furst-Clark Construction Company for the month of April, 1911, showing that during said month there was excavated 318,155 cubic yards of earth and 65,607 cubic yards of rock at the price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock, amounting to \$25,452.40 for earth excavation and \$13,121.40 for rock excavation, a total of \$38,573.80 for excavation for the month, deducting 10% reserved under the contract, leaving the sum of \$34,716.42 due and payable to the contractors, which was approved and ordered referred to the Board of Drainage Commissioners for their consideration.

The following report of Mr. J. O. Wright, Chief Drainage Engineer, upon the general drainage work was read and ordered spread upon the minutes:

"Tallahassee, May 10, 1911.

Trustees Internal Improvement Fund, Board of Drainage Commissioners, Tallahassee, Fla.

Gentlemen :-

I have the honor to transmit herewith estimate No. 10

in favor of the Furst-Clark Construction Company for work done on the drainage canals during the month of April, 1911.

During the present month and the latter part of the preceding month I personally inspected each of the dredges and the canals that had been constructed and had a conference with M. Clark as to the best method of continuing the work so as to bring the monthly estimate up to the required yardage and we reached the following conclusion:

The three dredges at the upper end of the canals, working from Lake Okeechobee, are to continue as they are now working and the contractor has secured in Louisiana a  $2\frac{1}{2}$  yard clam-shell dredge, which is now being overhauled, and will be brought up the Caloosahatchee River and placed on one of these canals just as soon as it can be done. With this addition to the plant, the required progress can be made on this portion of the work. Each of these canals is being opened and cut about half of the required width and depth with a clam-shell or dipper dredge and the work is then completed with suction dredge No. 8, which makes almost perfect cross-sectional areas.

At the lower end of the work contractor is experiencing a great deal of difficulty in getting sufficient men to blast the rock. To overcome this the contractor has decided to put in machinery with which to do the drilling. He has purchased the drills and now has experienced men on the ground building a drill boat. Contractor proposes to build a shallow draft clam-shell dredge, which will go ahead and remove the muck. This will be followed by a drill boat, which will drill and blast the rock. This will be followed by a dipper dredge that will excavate the rock and complete the channel. This method, I think, will greatly increase the yardage, and will make a much better canal, as the muck and slush will not wash back and settle behind the dredges. In order to carry on the work

in this way, I have given permission to remove the dredge "Okeechobee" from the South New River Canal and take it at once to the outlet of the Hillsborough Canal and put it to work.

The new dredge now being built at Miami is practically completed and will be put to work in the South New River Canal. With this addition to the plant, I think there will be no difficulty for the contractor to make the required monthly rate of progress.

While on this inspection trip I joined the Legislative Committee at Miami and accompanied them on their inspection of the Miami Canal, the North New River Canal and the South New River Canal.

The piling are driven for the lock in the South New River Canal and the work is progressing very satisfactorily. I think that by the end of September the three locks can be completed.

During the past month I have had an investigation made of Cypress Creek, Snake Creek and a cut-off from the South New River Canal just north of Dania into Lake Mabel, and will,in a few days, have ready for your consideration plans for improving these streams.

Mr. Elliott, one of the surveyors, has run a line from the dredge "Caloosahatchee" on the upper end of North New River Canal to the dredge "Everglades" on the south end of this canal and made soundings of the muck. The muck gradually decreases from 10 feet at the dredge "Caloosahatchee" to 5 feet at the dredge "Everglades." At the time this line was run, the first week in April, the dredges were  $31\frac{1}{4}$  miles apart, and they are, at this time, about  $28\frac{1}{2}$  miles apart.

The surveying parties running township and range lines are well organized. Mr. Ensey is working west of Fort Lauderdale and Mr. Elliott at the south end of Lake Okeechobee. I have experienced some difficulty in finding an economical route for the Hillsborough Canal from the railroad bridge at Deerfield to the Everglades. I have had three different routes examined, and will, in a few days, submit the course selected to you for your approval.

Respectfully submitted,

J. O. WRIGHT, "Chief Drainage Engineer."

The Secretary presented the report of Hon. Peter T. Knight, Timber Agent for the Counties of Monroe, Lee and Dade at Key West, Fla., showing that he had collected the sum of \$87.43 during the month. Reserving the 25% allowed for collections leaves the sum of \$65.58, which was paid the Secretary.

The report was ordered filed.

The following letter from the Chief Drainage Engineer in reference to communication from Hon. F. A. Hendry, of Fort Myers, Florida, relative to placing a lock in Hickpochee Canal, which was referred by the Trustees to the Chief Drainage Engineer; was read and ordered spread upon the minutes:

"Tallahassee, May 5th, 1911.

To the Trustees,

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

Gentlemen :-

A copy of a letter from F. A. Hendry, County Commissioner, Lee County, in reference to lock in Hickpochee Canal was referred to me for consideration.

The last Rivers and Harbors Bill carried an appropriation of \$200,000 for making a survey for improving the Caloosahatchee and Kissimmee Rivers for navigation in harmony with the plans of the State of Florida for draining the Everglades. I have had one or two conferences with Captain Spaulding of the Jacksonville office, who has this matter in charge. Captain Spaulding now has a corps of engineers at work making a complete and exhaustive examination of the Caloosahatchee River. On my recent visit the engineers camp was located just below Hickpochee and the engineers were working towards the lake. When this examination is completed I feel confident that Captain Spaulding will recommend the straightening and enlarging of the Caloosahatchee and the building of at least two locks between Labelle and Lake Okeechobee.

As this is a navigable stream controlled by the Government, and not a mere drainage canal, it is, in my judgment the duty of the Government and not the State to construct these locks. Since the Congressman from that Congressional District has recently been made Chairman of the Committee on Rivers and Harbors, I think there will be no difficulty in getting a liberal appropriation for this purpose.

I have transmitted the above information to Mr. Hendry and suggested that he get the citizens of Lee County to take up this matter with their Congressman. It might be well for the Drainage Board to write the Delegation from Florida urging the importance of this work.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer."

The following bills were presented and read and referred to the Board of Drainage Commissioners for their consideration:

E. G. Soltmann, supplies for office Chief Drainage Engineer, bill of May 1, 1911........\$ 1.00

Berryhill-Cormartie Company, bills of May 1, 1911, one account gro-

ceries for party under R. C. Hicks \$ 68.03	
and other account groceries for party under R. F. Ensey 102.53	
The H. E. Heitman Company, sup-	\$170.56
plies for party under F. C. Elliott, bill of April 27, 1911	
plies for J. W. Newman's party 42.95	\$143.54
Caloosahatchee River Steamboat Line, transportation of freight, account survey Okee-	
chobee end, bill of May 1, 1911	15.08
R. L. Jones, groceries, account survey East Side bills of March 28 and 31, 1911	1483
The Fine System, groceries, account survey East Side, bill of April 21, 1911	4.75
The J. A. McDonald Company, stakes for survey East Side, bill of March 31, 1911	30.00
D. E. Forbes, use of gasoline launch, South New River Canal, one-half month at \$15.00	
per month	7.50
Chas. Pratt, 1 tent flyer, bill of March 20, 1911, \$4.00; services	
as Civil Engineer, 4 days in March, 1911, at \$5.00 per day\$ 20.00	
	\$24.00
Southern Express Company, transportation charges, account office Chief Drainage Engineer, for April, 1911	1.06
J. E. Windham, 1 team for 13 days at \$2,00 per day account survey East Side, bill of May 18,	
1911	26.00

Miami Yacht and Machine Company, bills of March 7, 10 and 29, and of April 30, 1911, for	
labor and supplies account repairs to launch	
"Dixie"	15.84
W. & L. E. Gurley, No. 76, Surveyors Transit	
and plain Tripod, bill of May 2, 1911	133.00
C. D. Leffler, gasoline, bill of May 1, 1911	- 65.96
Palace Market (Wm. M. Bivans, Proprietor),	
bill of April 28, 1911	14.20
Geo. A. Long, board and lodging for men and	
teams surveying party under R. C. Hicks, bill	
of April 29, 1911	25.25
Gilmore & Davis Company, work and supplies	
for office Chief Drainage Engineer, bill of	
May 1, 1911	14.15
Everglade Grocery Company, ice for surveying	
party, bill of May 1, 1911	3.50
Frank T. Budge, hardware account surveying	
party under R. C. Hicks, bill of April 29,	
1911	23.35
New River Transportation Company, freight	11 22
on gasoline and oil, bill of May 1, 1911	11.50
Dade Lumber Company, lumber for stakes for	
surveying party, bill of April 30, 1911, \$5.40,	0.15
also bill of May 1, for 75 cents	6.15
E. L. Brady Company, subsistence for party under R. C. Hicks, April 17, 1911	8.70
The McCrimmon Lumber Company, lumber for	5.10
use party under R. C. Hicks, bill of May 1,	
1911	7.97
Butler & Thomas, subsistence for party under	,
R. C. Hicks, bill of May 11, 1911	75.15
Stranahan & Company, general merchandise	
furnished Quarter Boat, bill of April 29, 1911	13.60
R. F. Ensey, expense account as Surveying En-	
gineer, April, 1911	58.57

34,716.42	Furst-Clark Construction Company, amount due for excavation in the Everglades for month of April, 1911, as per estimate No. 10.
7.89	Western Union Telegraph Company, bill for April, 1911, account office Chief Drainage Engineer
	Labelle Mercantile and Hardware Company, bill of April 24, account subsistence for John W. Newman's party
\$68.00	bill of May 1, 1911, subsistence for F. C. Elliott's party 8.40
4.30	Reid Whitford, to expenses incurred on account of Snake Creek Drainage Investigation, bill of May 3, 1911
33.50	J. G. Kimmel, to expenses incurred account Snake Creek Drainage Investigation, bill of May 3, 1911
	J. O. Wright, to expenses account of Reid Whitford, incurred April 8-20, 1911, and paid by Mr. Wright
	to payroll of men employed in Drainage Investigation of Cy- press Creek
	to expense account J. G. Kimmel Instrumentman
\$88.45	to miscellaneous expenses, as per memo. of May 5, 1911
110.00	Reid Whitford, salary as Engineer, at \$5.00 per day, 22 days in April, 1911

J. G. Kimmel, salary as Instrumentman, at \$3.00 per day, 22 days in April, 1911..... 66.00

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST, Governor.

# Tallahassee, Florida, June 2, 1911.

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, State Treasurer,
Park Trammell, Attorney General,
B. E. McLin, Commissioner of Agriculture.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Knight & Wall Company, equipment for Elliott	
Surveying Party, bill of May 8, 1911	66.77
Hendry & Kimbal, labor and supplies account	
launch on West Side, bill of May 1, 1911	30.30
H. & W. B. Drew Company, supplies account	
office Chief Drainage Engineer, and express	
paid account Phila Rod returned by Engineer	
Elliott, bills of May 13, 17, 18 and 19, 1911	6.30
U T. Hungerford, Brass and Copper Company,	
markers for Township corners, Survey of East	
Side, bill of April 27, 1911	60.00

distilled water for office Chief Drainage Engineer, bill of May 1, 1911	7.00
The H. E. Heitman Company, groceries for John W. Newman's party, bill of May 17, 1911	10.05
	18.05
The S. B. Hubbard Company, marking corners for Survey Okeechobee end of the work, bill	
of April 7, 1911	179.12
J. O. Wright, to miscellaneous exxpense in con-	
nection with office, as per memo. of May 31,	
1911	17.19
J. O. Wright, salary as Chief Drainage En-	
gineer, for month of May, 1911, at rate of	
\$5,000.00 per annum	416.67
G. C. Pierce, salary as Office Engineer, May,	
1911	125.00
M. L. Heiss, expense account as Lock In-	
spector, May, 1911	23.03
M. L. Heiss, Lock Inspector, May, 1911	90.00
R. C. Hicks, expense account as Assistant	
Engineer, April, 1911	- 104.70
R. C. Hicks, salary as Assistant Engineer, May,	
1911	125.00
W. E. Matters, salary as Instrument Man,	
May, 1911	90.00
L. B. White, salary as Launchman, May, 1911	75.00
E. A. Croucher, Dredge Inspector, May, 1911	60.00
Marshall Carr, Dredge Inspector, May, 1911	60.00
Harley Stout, Cook, at \$40.00 per month, 24	
days, May, 1911	32.00
John White head, Cook, at \$40.00 per month, 8	
days, May, 1911	10.67
S. E. Fluck, Stakeman, at \$2.00 per day, 11	
days, May 1911	22.00

S. M. Hicks, Rodman, at \$2.00 per day, $25\frac{1}{2}$	
days, May, 1911	51.00
H. O. Smith, Chainman, at \$2.00 per day, $25\frac{1}{2}$	
days, May, 1911	51.00
H. C. Strickland, Stakeman, at \$2.00 per day,	
24½ days, May, 1911	49.00
M. Allen, Axeman, at \$2.00 per day, 10 days,	
May, 1911	20.00
W. W. Kissick, Chainman, at \$2.00 per day, 14	
days, May, 1911	28.00
E. L. Anderson, Chainman, at \$2.00 per day,	
263 days, May, 1911	53.00
Wm. McKimlock, Stakeman, at \$2.00 per day,	
23 days, May, 1911	46.00
Geo. A. Long, Instrument Man, at \$3.00 per	
day, 103 days, May, 1911	31.50
W. R. Purdom, Axeman, 7½ days at \$2.00 per	
day, May, 1911	15.00
Percy Shunk, Axeman, at \$2.00 per day, 11/2	
days, May, 1911	3.00
Edwin Shunk, Axeman, at \$2.00 per day, $1\frac{1}{2}$	
days, May, 1911	3.00
John W. Newman, expense account as Assist-	
ant Engineer, May, 1911	16.60
John W. Newman, salary as Assistant En-	
gineer, May, 1911	125.00
B. C. Dyess, Launchman, as \$3.00 per day, 27	04.00
days, May, 1911	81.00
Ben Waldron, Chain and Axeman, at \$2.00 per	71.00
day, 27 days, May, 1911	54.00
John W. Newman, for hire of Launch "Harold,"	
11 days at \$5.00 per day, for use of surveying party	55.00
Harry Dyess, Cook, at \$1.50 per day, 10 days,	55.00
May, 1911	15.00
***************************************	-

Harry Dyess, Chain and Axeman, at \$2.00 per	
day, 13 days, May, 1911	26.00
Earl Murray, Chain and Axeman, at \$2.00 per	
day, 11 days, May, 1911	22.00
F. C. Elliott, expenses as Assistant Engineer,	
May, 1911	56.25
Samuel Thompson, for team hire, account party	
under F. C. Elliott, May, 1911	52.75
F. C. Elliott, salary as Engineer, May, 1911	175.00
G. R. Dyess, Chainman, May, 1911	85.00
J. C. Dyess, Chainman, May, 1911	60.00
B. H. Whidden, Rodman, May, 1911	60.00
Frank Howard, Rodman, May, 1911	60.00
V. B. Curry, Chainman, May, 1911	60.00
L. W. Howard, at \$60.00 per month, 18 days,	
May, 1911	36.00
Adolphus Rimes, Cook, at \$60.00 per month, 18	
days, May, 1911	36.00
R. F. Ensey, Engineer, May, 1911	175.00
R. S. Reese, Front Rodman, May, 1911	65.00
A. G. Singleton, Front Chainman, May, 1911	60.00
W. D. Arnett, Axeman, May, 1911	50.00
W. W. Myers, Axeman, May, 1911	50.00
Walter Williams, Rear Chainman, at \$40.00 per	
month, 18 days, May, 1911	27.68
M. H. Calloway, Cook, at \$40.00 per month, 18	
days, May, 1911	27.68
W. P. Bullard, Axeman, May, 1911	50.00
D. C. Arnett, Axeman, at \$50.00 per month, 17	
days, May, 1911	32.64
Walter Williams, Cook, at \$40.00 per month, 8	
days, May, 1911	12.32
M. T. Ensey, Rear Chainman, at \$50.00 per	
month, 9 days, May, 1911	17.28
J. G. Kimmel, Resident Engineer, May, 1911	90.00
J. H. Jacobie, Inspector, May, 1911	60.00

Frank T. Budge, hardware supplies for engineering party under R. C. Hicks, bill of	
March 28, 1911	51.54
D. R. Cox Furniture Co., repairs to two office chairs for Chief Drainage Engineer's offiffice,	
bill of June 1, 1911	1.10

\$ 3,815.14

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, June 14, 1911.

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 and disbursements for the month of May, 1911, was presented, as follows:

To amount received from Peter	
T. Knight, being amounts col-	
lected from Buttonwood and	
charcoal at Key West for	
April, 1911, less 25% com-	
mission 65,58	
To amount received from R. J.	
Bolles, credited on purchase	
note for \$50,000.00, due Jan-	
	-\$378,678.36
By disbursements for May, 1911	859.36
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To balance on hand May, 31, 1911	\$377,819.00
Reconcilement.	
To cash and cash items in hands	
of Secretary	
To cash in banks 377,069.00-	-\$377,819.00
Distributed in following banks:	
First National Bank, Tallahassee, Fla	
Capital City Bank, Tallahassee, Fla	
Exchange National Bank, Tampa, Fla	
First National Bank, St. Petersburg, Fla	
Florida National Bank, Jacksonville, Fla	
Bank of Bay Biscayne, Miami, Fla	. 10,369.76
Barnett National Bank, Jacksonville, Fla	
Bank of Palm Beach, Palm Beach, Fla	. 6,056.25
Hillsboro State Bank, Plant City, Fla	. 9,078.75
Atlantic National Bank, Jacksonville, Fla	. 32,261.74
Gainesville National Bank, Gainesville, Fla	
Citizens Bank of Madison, Madison, Fla	. 4,025.00
First National Bank, Tampa, Fla	
First National Bank, Miami, Fla	
First National Bank, Gainesville, Fla	
First National Bank, Marianna, Fla	

Citizens Bank, Kissimmee, Fla  Florida Bank of Gainesville, Fla  Citizens Bank & Trust Company, Tampa, Fla  Volusia County Bank, DeLand, Fla	7,055.41 4,000.00 9,048.64 4,000.00
Total\$3	77,069.00
List of Disbursements for the month of May, 1	911:
Voucher No. A	mount.
2572—J. C. Luning, services as Secretary, April, 1911 \$	150,00
2573—W. M. McIntosh, Jr., services as Assistant Secretary, April, 1911	25.00
2574—Miss Mary Herring, services as Stenographer, to Secretary, April, 1911	75.00
1911	150.00
2576—C. B. Gwynn, clerk for Salesman, April, 1911	125.00
Counsel, April, 1911	208.34
from sale of Drainage Tax 1907 2579—Transfer of funds	125.63
2580—Western Union Telegraph Company	.39
Total\$	859.36

Estimate for the work done by the Furst-Clark Construction Company, Contractors, in the Everglades, for the month of May, 1911, was presented, showing that during said month a total of 428,868 cubic yards of ma-

terial of all kinds had been excavated, 370,836 of which was earth, 58,032 being rock. At the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock, reserving the 10% allowed under the contract, amounting to the sum of \$37,145.96 due the contractors for work during the month of May, 1911. The estimate was approved and the Secretary directed to transmit same to the Board of Drainage Commissioners for their consideration.

The following report of Chief Drainage Engineer, J. O. Wright, was read and ordered spread upon the minutes:

Tallahassee, Florida, June 12, 1911.

Trustees Internal Improvement Fund & Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen:

# MONTHLY ESTIMATE FOR MAY, 1911.

I have the honor to transmit, herewith, the estimate for work during the month of May by the Furst-Clark Construction Company on the drainage canals amounting to \$41,273.28. After this estimate was made, I received some additional notes from Mr. Newman for work during the last week of the month, which shows that they actually removed 28,000 cubic yards more than is given in this estimate. This additional amount will be included in next month's estimate.

The dredge Okeechobee was taken off of the advance work in the South New River Canal May 6th, and was turned around and headed down stream. On May 12th she reached the point where the Furst-Clark Construction Company commenced work July 1st of last year. The dredge was passed down that portion of the South New River Canal, dug by the State and has cleaned out the same, removed the dams, leaving this canal at the present

time free and unobstructed. The work done cleaning out this canal dug by the State will not be included in the regular monthly estimate, but will be presented to you in a separate bill as soon as the work is completed.

This dredge is now on the way from Ft. Lauderdale to the mouth of the Hillsboro Canal, but as there is some dredging to be done in the Florida Coast Line Canal to get from New River to the mouth of the Hillsboro Canal, it will, probably be July 1st before dredge is in position to actually commenc work on the Hillsboro Canal.

# Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer.

The following bills were presented, approved and ordered paid:

Remington Typewriter Company, typewriter ribbons for office of Secretary, bill of May 31,		
1911	\$	3.50
Z. T. Merritt, Clerk Circuit Court, cancelling certain Tax		
Sale Certificates\$	5.50	
rec. deed Fla. Coast Line Canal & Trans. Co. to Trustees	1.85—	7.35.
H. & W. B. Drew Company, to printing 200 Briefs in suit of		
R. G. Peters vs. Trustees, et al.,		
bill of April 30, 1911\$	146.40	
for Township blanks for use in Land Dept., bill of June 3,		
1911,	11.63	
to supplies for State Survey,		
bill of June 5, 1911	2.50—\$	160.53

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

The True Democrat, printing reports for lock construction, bill of May 20, 1911	8.00
Frank T. Budge, water proof flys, account surveying party, bill of May 8, 1911	37.50
H. & W. B. Drew Company, extra target for	91.00
level rod and engineers field books, bill of	
May 6, 1911	7.94
Western Union Telegraph Company, bill for	
May, 1911	5.51
Southern Exprss Company, bill for May, 1911	1.70
E. N. Worley, for boat hire in May, 1911	5.25
R. L. Jones, groceries account surveying party,	
bought March 28 and 30, and April 1, 1911	6.00
D. E. Forbes, transfer of surveying party, May	0 = 0
9, 1911	3.50
Labelle Mercantile and Hardware Company groceries for use of surveying party, bill of	
April 1, 1911	46.76
Chicago Steel Tape Company, supplies for sur-	
veying Okeechobee end, bill of May 13, 1911	16.50
U. T. Hungerford Brass and Copper Company,	
Bronze Caps for marking Tp. corners, bill of	
April 27, 1911:	40.00
New River Machine Shop, mechanical labor	16.75
and supplies, bill of May 1, 1911  The S. B. Hubbard Co., hardware supplies for	10.10
surveying, Okeechobee end, bill of March 21,	
1911	3.50
M. M. Smoak & Bro., one week's board for each	
Rid Whitford and J. G. Kimmel, bill of May	40.00
11, 1911	18.00

Reid Whitford, salary as Engineer, at \$5.00 per day, 15 days, May, 1911	75.00
J. G. Kimmel, to expenses	
incurred in connection with	
South New River Cut-Off, May,	
1911\$ 31.92	
to expenses incurred in connec-	
tion with survey of West Fork	
Cypress Creek, May, 1911 17.10—	49.02
C. L. Lyons, services as guide and helpr, with	
two mules and wagon, for Reid Whitford's	
party, May, 1911	17.50
W. R. Pinckney, to tracing and plotting maps,	
for use of Reid Whitford, Engineer, bill of	
May 29, 1911	16.40

Attention of the Trustees was called to the fact that one, C. R. Barkoskie, while in the employ of the Trustees in the Everglades Drainage operations was taken ill and, having no family or relatives in the vicinity to care for him, was cared for at a charity hospital in Miami for about six weeks. The Trustees understanding that said hospital is maintained largely by public donations and its management having a struggle to secure finances to keep same going, and the Trustees feeling that a person contracting sickness while in their employ should, ordinarily, be cared for during such sickness, and the said hospital at Miami having cared for the said Barkoskie during his sickness, contracted while at work for the Trustees, it was decided that it would be proper and a simple act of justice to pay said hospital for the care of said Barkoskie, and the sum of \$75.00 was voted to be paid said hospital for same, and the Secretary instructed to have check drawn for said amount payable to said hospital.

The Secretary presented a statement showing that the

Florida Coast Line Canal and Transportation Company was due the Trustees of the Internal Improvement Fund the sum of \$482.70 for the services and expenses of Mr. J. O. Wright and his assistant, while acting as Engineer for said Florida Coast Line Canal and Transportation Company under resolutions of the Trustees of October 29, 1910, the provisions of which resolution was accepted by the directors of the said Florida Coast Line Canal and Transportation Company, said resolution providing, among other things, that the Trustees should name an Engineer to pass upon the work of said Canal Company and approve all bills for same, whose services and expenses should be paid by the said Canal Company, and the Secretary was directed to mail the said Florida Coast Line Canal and Transportation Company a bill for the \$482.70 now due the Trustees for the srvices and expenses of the Engineer and his assistant while engaged in the work referred to above.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, June 15, 1911.

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 2 and 14th, 1911, read and approved.

Mr. C. T. Spier, of Pompano, Florida, appeared before the Trustees with a request that in opening up the natural water courses along the eastern side of the Everglades, widening and deepening same, that the water course known as the West Fork of Cypress Creek be deepened and widened instead of Cypress Creek proper. The Trustees took the matter under advisement.

Hon. R. H. Rousseau, Chairman of the Board of County Commissioners, and Hon. T. J. Campbell, Tax Collector of Palm Beach County, presented a request from the Board of County Commissioners and a large number of citizens and land owners of said county requesting that a canal, of such dimensions as was deemed advisible, be excavated, beginning at a point on the Hillsboro Canal, now in course of excavation by the Trustees, about ten miles from Lake Okeechobee, and emptying into Lake Worth, stating that the County of Palm Beach would contribute the sum of \$75,000.00 towards the cost of cutting said canal and would also agree to construct a hard surfaced road on one bank of said canal its entire length.

After a full discussion of the matter the following resolution in reference thereto was adopted:

Whereas, The Trustees of the Internal Improvement Fund have been petitioned by the Board of County Commissioners and a large number of citizens from Palm Beach County to arrange for the construction of a canal from Lake Worth to Lake Okeechobee, and

Whereas, On this day Messrs. Rousseau and Campbell of said County appeared before the Trustees in this behalf, stating to the Trustees that the county, the citizens and land owners of Palm Beach County would undertake to raise as much as Seventy-five Thousand (\$75,000.00) Dollars to be expended on said canal;

Therefore, Be It Resolved, By the Trustees that a survey of the proposed canal from Lake Worth to Lake Okeechobee shall be made immediately, and that if the drainage engineer shall, after said survey has been made, report to the Trustees that the proposed route of the said canal is feasible and practicable, the Trustees will then, upon the citizens, land owners and County Commissioners of Palm Beach County raising the suf of Seventy-five Thousand (\$75,000.00) Dollars, and placing it at the disposal of the Trustees for the purpose of aiding in the construction of the said canal, sell, at not less than Fifteen (\$15.00) Dollars per acre, 10,000 acres of land, being the alternate sections of the land held by the Trustees of the Internal Improvement Fund north of the said proposed canal and east of a line running north from southeast corner of Section 32, Township 43, Range 38 East, and will expend so much of the receipts from the said sale as is necessary over and above the \$75,000.00 given by the said citizens and land owners of Palm Beach County, as shall be necessary upon the said canal; it being understood that the parties interested in the construction of said canal in Palm Beach County shall procure the purchaser or purchasers for the said land. If the conditions and terms of this resolution are not fully complied with within a period of twelve months from this date it shall then become null and void and inopera-

It was also understood and agreed by the parties representing the citizens and land owners of Palm Beach County that in case the Trustees should agree to construct the canal referred to in the above resolution, that the people of Palm Beach County shall secure free of expense to the Trustees, a warranty deed to 200 feet of land for a right-of-way through the land where the canal shall be located.

Hon. B. E. McLin, Commissioner of Agriculture, prescented the application of Mr. A. C. Richards, of Dade County, to purchase Section 4, Township 55 South, Range

41 East, at the price of \$5.00 per acre, stating that Mr. Richards had been in possession of the land continuously prior to the patenting of the land to the State; that it was land subject to tidal overflow, fronting on Bay Biscayne. adjoining land now owned by Mr. Richards; that there was not other applicant, another party, who had been an applicant for said land at \$5.00 per acre, having with drawn his application.

In consideration of the facts stated above the fractional portion of Section 4, Township 55 South, Range 41 East, was ordered sold to A. C. Richards, of Dade County, at \$5.00 per acre, and the Commissioner of Agriculture was requested to have deed prepared for execution by Trustees in accordance with this order.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor, J. C. LUNING, Secretary.

"Tallahassee, Fla., June 16, 1911.

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 was instructed to write Hon. Peter T. Knight, of Key West, Florida, to secure the services of a surveyor to establish the lines showing the land owned by the Trustees along Shark River, in this State, and to pay

the expense of said survey out of the proceeds of the collection of wood and charcoal by the said Knight for the State at Key West, or to approve the bill for said survey and send same to the Trustees, when it will be paid.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., June 21, 1911.

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 presented a letter, together with certified checks, for the sum of \$4,800.00 from Mr. R. P. Davie, of Colorado Springs, Colo., requesting that the Trustees deed him the south half of section 27, in township 50 south, range 41 east, in conformity with agreement between the Trustees and said Davie, entered into on June 3rd, 1908, which agreement was amended on March 31, 1911. Townskip 50 south, range 41 east, having been subdivided by John W. Newman, under instructions of the Trustees, into lots and said subdivision adopted by the Trustees after the agreement referred to above of June 3rd, 1908, the Secretary was instructed to request the Commissioner of Agriculture to prepare and have executed to R. P. Davie,

of Colorado Springs, Colo., a deed to lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, of section 27, township 50 south, range 41 east as shown by the plat of said subdivision said lots constituting the south one-half of section 27, township 50 south, range 41 east, less the right-of-way of 260 feet of the South New River Canal, which runs through the south half of said section, township and range, which right-of-way of 260 feet in the south half of said section, township and range is exempted from the provisions of said deed, the title to the right-of-way of said canal remaining in the Trustees of the Internal Improvement Fund of the State of Florida.

A request was also presented from W. D. Bell, of Arcadia, Fla., for the Trustees to execute a quit claim deed to the north half of the southwest quarter of section 19, township 33 south, range 24 east, to the original purchaser, James D. Green, if living, and if deceased, to his heirs or assigns, the record of Manatee County, in this State, showing that said description of land was erroneously stated as range 24, west, the record of the Land Department of the State showing that on December 27, 1859, the north half of the southwest quarter of section 19, township 33 south, range 24 east, was deeded to James D. Green, the State receiving full compensation therefor. In order to correct the error in the recorded description of this land, as shown by the deed books in the Clerk's office in Manatee County, of this State, the Commissioner of Agriculture was requested to have prepared and executed a quit claim deed to James D. Green, if living, and if deceased, to his heirs and assigns to the said north half of the southwest quarter of section 19, township 33 south, range 24 east.

The Commissioner of Agriculture presented the application of R. C. Fort to purchase the N. W.1/4 of S. W.1/4 of section 18, township 15 south, range 25 east, together with evidence showing that Mr. Fort had made application to secure this from the State as far back as 1892,

writing to the then Commissioner of Agriculture about the matter in that year, and was assured that as soon as the State received a patent to the land he would be notified and given a chance to secure same; showing also that he had been cultivating said land continuously since that time upon said assurance; also presenting affidavits to the effect that only 10 acres of said land was tillable.

The Trustees, taking consideration of the above facts, ordered that the land described above be sold to R. C. Fort for the sum of \$1.00 per acre and resquested the Commissioner of Agriculture to so notify him.

The Trustees then adjourned.

Attest:

J. C. LUNING, Secretary. ALBERT W. GILCHRIST,

Governor.

Tallahassee, Fla., June 23, 1911.

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.

The Trustees took up the consideration of the matter of fixing a price upon the lands owned by the Trustees outside of the Drainage District; and it was

Resolved, That from and after this date the price of all lands owned by the Trustees in the various counties of the State, outside of the Drainage District, and not heretofore valued by the Trustees, shall be placed at the minimum price of \$4.00 per acre, this price of \$4.00 per acre being fixed, subject to change by the Trustees upon further information received relative to any of the lands, and the Commissioner of Agriculture is hereby authorized to have a list of the lands owned by the Trustees in the various counties, outside of the Drainage District, prepared by counties and same printed for information of prospective purchasers.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

J. C. LUNING, Secretary.

Governor

Tallahassee, Fla., June 26, 1911.

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.

Hon. M. S. Knight appeared before the Trustees, presenting an application signed by himself representing the County Commissioners of Columbia County, Hon. F. P. Cone, Senator, and Hons. L. W. A. Rivers and I. J. Brown, Representatives, of Columbia County, for the payment of money which they claim to be due Columbia County under the Act of the Legislature of 1883, which Act provides that all the lands of the Internal Improvement Fund

remaining unsold at that time in the counties of Leon, Jefferson, Madison, Suwannee, Columbia, Baker and Bradford, should be devoted to liyuidating the bonded indebtedness, existing at that time, incurred to assist in the building of a railroad from Jacksonville to Chattahoochee.

The Governor also presented an application from Hon. J. B. Johnson, representing the Board of County Commissioners of Suwannee County, claiming an amount due said county under the provisions of the said Act of the Legislature of 1883.

Upon motion the applications were ordered referred to the counsel of the Trustees with a request that he render the Trustees an opinion as to the validity of the claims.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., June 27, 1911.

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.

The Secretary then presented bids for the purchase of all of the unsurveyed parts of sections five (5), six (6), seven (7), seventeen (17) and eighteen (18), in township

three (3), south of range twenty-nine (29) east, containing 1,360 acres, more or less, this being the day advertised for considering bids for the above described lands. The following bids were submitted:

A. H. Perkins, \$1.25 per acre.

John H. Pitt, by John W. Henderson, Attorney, \$750.00 for the entire tract.

Frank Bradenitz, \$1.25 per acre.

S. E. Cobb, \$3.00 per acre, with a guarantee that he or his representatives would erect on the land within twelve months from the 1st day of July, 1911, a manufacturing plant for the purpose of extracting certain chemicals from the soil to cost approximately \$125,000.00.

The bid of S. E. Cobb, of Jacksonville, Florida, being the highest and best bid, upon motion the land described above was ordered sold to him, with the understanding that he is to pay \$3.00 per acre cash for the land on or before the 1st day of August, 1911, the Trustees of the Internal Improvement Fund to give him a bond for title, binding themselves to execute a warranty deed to the land to S. E. Cobb, or whom he may designate, when as much as \$10,000.00 has been spent upon a plant to cost approximately \$125,000.00 for the purpose of extracting certain chemicals from the soil, to be erected upon said land.

Bill of Z. T. Merritt, Clerk Circuit Court of Dade County, Florida, for \$19.56, being costs in the case of Root vs. Cordner, was presented. The bill show that Messrs. Stewart and Bly had paid \$5.00 upon said bill, and that the bill was made against Stewart and Bly, the Secretary was instructed to draw a check for \$19.56, payable to Stewart and Bly, in payment of the entire bill, said Stewart and Bly to pay Z. T. Merritt, Clerk, the remaining \$14.56.

Bill of King Son's Company, of Fort Lauderdale, Fla., for \$152.00 was approved and ordered referred to the

Board of Drainage Commissioners for their consideration.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, June 30, 1911.

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.

Mr. Geo. F. Miles, Vice-President of the Florida Coast Line Canal and Transportation Company, was present for the purpose of representing the possible necessity of permission from the Trustees to change the custodianship of the notes held by the Barnett National Bank, deposited with them by agreement with the Trustees and the Florida Coast Line Canal and Transportation Company. After a thorough representation of the matter and the assurance upon the part of Mr. Miles that should the Barnett National Bank decide that they would prefer to discount said notes as needed by said Canal Company they would be given the preference, the following pre amble and resolution was adopted:

Whereas, On January 29th, 1910, a contract was entered into between the Florida Coast Line Canal and Transportation Company and J. M. Barrs of Jackson-ville by which it was agreed that on the release of certain deeds then held in Escrow by Bion H. Barnett, the Canal Company, in whose favor the deeds were made by the State, would convey to Barrs certain tracts of land aggregating 150,000 acres; and

Whereas, In December, 1910, one of the deeds above mentioned was released to the Canal Company by agreement with the Trustees of the Internal Improvement Fund under certain conditions and restrictions as to the use of money received for the property. The deed released covered 117,160 acres approximately and the said lands were at once conveyed to Barrs who paid one quarter of the purchase price in cash and the balance in notes bearing interest at the rate of 6 per cent. per annum, said notes being secured by mortgages on the property. In accordance with the agreement with the Board of Trustees, the Canal Company deposited with the Barnett National Bank of Jacksonville the cash payment, notes and mortgages, in order to create a fund to beused for Canal construction purposes under the direction of Mr. J. O. Wright, as engineer representing the Trustees. This fund as already stated is composed of cash and notes, and it appearing that it will soon become necessary to discount said notes in order to provide funds for construction expenses, and it being represented to the Trustees of the Internal Improvement Fund that the Barnett National Bank, the present holder of this fund, is not disposed to discount these notes, and it may be found necessary to change the custodian of the fund in order to get the notes discounted, in order to aid the Canal Company to carry forward the necessary work of construction and maintenance, it is therefore,

Resolved, That the said Trustees hereby sanction the

discounting of said notes, or any of them, at the face value of the principal of said notes, or any of them, so discounted for the purposes aforesaid and their endorse ment by said Canal Company and their delivery to the party or parties who shall discount the same, and that the proceeds thereof and said fund may be changed and transferred to the First National Bank of St. Augustine or some other bank in the State of Florida (such institution to be approved of by this Board of Trustees) if the substituted bank will itself, or through its agents or friends, place the Canal Company in a position to discount all of the Barrs notes and agree to hold the fund subject to the order of the Canal Company and upon the approval of the Chief Drainage Engineer, J. O. Wright, representing the Trustees, until further order of the Trustees, in accordance with the agreement of October 29th, 1910, entered into between the Trustees of the Internal Improvement Fund and the Canal Company.

This resolution being adopted with the understanding that the Trustees of the Internal Improvement Fund shall in no wise be liable to the bank or party discounting said notes.

And the Secretary is hereby instructed to forward a copy of this resolution to th Barnett National Bank and the Florida Coast Line Canal and Transportation Company, for their information.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman J. C. LUNING, Secretary.

Tallahassee, Fla., June 30, 1911.

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.

The following bills were presented, approved and ordered paid: J. C. Luning, services as Secretary, June, 1911.\$ 150.00W. M. McIntosh, Jr., services as Assistant Secretary, June, 1911 ..... 25.00 Miss Mary Herring, services as stenographer to Secretary, June, 1911 ...... 75.00John T. Costa, Chief Clerk in Salesman's office, June, 1911 ...... 150.00C. B. Gwynn, Clerk in Salesman's office, in abstract work, June, 1911..... 125.00W. W. Colson, services for Salesman in Gainesville Land Office, one-third of month of June, 33.34 W. H. Ellis, services as Counsel for Trustees and Board of Drainage Commissioners, June, 1911 ..... 208.34 J. B. Reilly, Treasurer Friendly Hospital, Miami, Fla., for taking care of C. R. Barkoskie, an employee of the Trustees, during 75.00Stewart & Bly, costs on case Root vs. Cordner et al., bill of June 19, 1911..... 19.56Times-Union, for publication of notice of sale of lands in Tp. 3 S. of R. 29 E., bill of May 10.00 The True-Democrat, for publication of notice of sale of lands in Tp. 3 S., R. 29 E., bill of June 

10.00

St. Augustine Meteor, for publication of notice of sale of lands in Tp. 3 S. of R. 29 E., bill of June 29, 1911	10.00
Gainesville Furniture Company, balance due on account of exchange of desk and chair for use of Hon. W. W. Colson, bill of June 1, 1911	20.00
I. N. Withers, salary and expenses as State  Land Selecting and Inspecting Agent, June, 1911	30.25
W. C. Lockey, Clerk Circuit Court, Washington County, for rec. Jos. J. Kittell quitclaim to the U. S. and the State of Florida, bill of Apr. 13, 1911	6.40
S. H. Wienges, Clerk Circuit Court, Alachua County, for rec. Jos. J. Kittel quit-claim to the U. S. and the State of Florida, bill of April 21, 1911	6.40
L. E. Bryan, Clerk Circuit Court, Lafayette County, for rec. Jos. J. Kittel, quit-claim to the U. S. and the State of Florida, bill of April 27, 1911	6.40
John C. Calhoun, Clerk Circuit Court, Taylor County, for rec. Jos. J. Kittel, quit-claim to the U. S. and the State of Florida, bill of April 15, 1911	6.40
T. R. Cantey, Clerk Circuit Court, Gadsden County, for rec. Jos. J. Kittel quit-claim to the U. S. and the State of Florida, bill of June 1, 1911	6.40
A. P. Hardee, Clerk Circuit Court, Levy County, for rec. Jos. J. Kittel quit-claim to the U. S. and the State of Florida, bill of	6,40
May 12, 1911	0.40

H. N. Walker, Clerk Circuit Court, Wakulla County, for rec. Jos. J. Kittel quit-claim to the U. S. and the State of Florida, bill of May 19, 1911	6.40
the Kittell quit-claim deed to the Trustees of the I. I. Fund, bill of May 10, 1911 J. B. Wetherington, Clerk Circuit	8.50
Court, Hamilton County, for rec.	
Jos. J. Kittell quit-claim to the	
U. S. and the State of Florida,	
bill of May 3, 1911\$ 6.40	
and for rec. the Kittel quit-claim	
deed to the Trustees of I. I. Fund,	
bill of May 12, 1911 2.10	
	\$8.50
J. W. Bryson, Clerk Circuit Court, Suwannee	
County, for rec. Jos. J. Kittell quit-claim to	
the UU. S. and the State of Florida, bill of	
June 22, 1911	6.40
T. Z. Martin, Clerk Circuit Court, Madison	
County, for rec. Jos. J. Kittell quit-claim to	
the U. S. and the State of Florida, bill of	
May 31, 1911	6.40
T. Z. Martin, Clerk Circuit Court, Madison	
County, for rec. the Kittel quit-claim deed to	
the Trustees of the Internal Improvement	
Fund, bill of May 31, 1911	2.10
The following bills were presented, approved a	and or-
dered transmitted to the Board of Drainage Comm	nission-
ers for their consideration:	
F. C. Elliott, salary as Engineer, June, 1911 \$	175.00
R. G. Dyess, salary as Chainman, June, 1911	85.00
J. C. Dyess, salary as Chainman, June, 1911	60.00
B. H. Whidden, salary as Rodman, June, 1911.	60.00

L. W. Howard, salary as Rodman, June, 1911	60.00
Adolphus Rimes, salary as Rodman, June, 1911	60.00
Lee Clark, salary as cook, June, 1911	60.00
R. C. Hicks, amount paid during June, 1911, to	
discharged employees	77.02
R. C. Hicks, Assistant Engineer, June, 1911	125.00
L. B. White, Launchman, June, 1911	75.00
E. A. Croucher, Dredge Inspector, June, 1911	60.00
Marshall Carr, Dredge Inspector, June, 1911.	60.00
S. M. Hicks, Rodman, at \$2.00 per day, 26	×0.00
days, June, 1911	52.00
W. W. Kissick, Chainman, at \$2.00 per day,	F0.00
26 days, June, 1911	52.00
E. L. Anderson, Chainman, at \$2.00 per day, 26	FO 00
days, June, 1911	52.00
Jesse Gosnall, Cook, at \$40.00 per month, 15	20.00
days, June, 1911	20.00
R. F. Ensey, Assistant Engineer, June, 1911.	175.00
R. S. Reese, Front Chainman, at \$65.00 per	00.00
month, 8 days, June, 1911	20.00
W. D. Arnett, Axeman, at \$50.00 per month, 13	
days, June, 1911	25.00
W. W. Myers, Axeman, at \$50.00 per month, 24	
days, June, 1911	46.15
W. P. Bullard, Axeman, at \$50.00 per month,	
12 days, June, 1911	23.07
D. C. Arnett, Axeman, at \$50.00 per month, 12	
days, June, 1911	23.07
M. T. Ensey, Rear Chainman, at \$50.00 per	
month, 24 days, June, 1911	46.15
J. C. Lyons, Axeman, at \$50.00 per month, 16	
days, June, 1911	30.77
	50.11.
W. A. Hendry, Axeman, at \$50.00 per month,	91.15
11 days, June, 1911	21.15
W. S. Lowe, Axeman, at \$50.00 per month, 10	40.00
days, June, 1911	19.23

Walter Williams, Cook, at \$40.00 per month, June, 1911	40.00
E. Rogers, Rear Chainman, at \$50.00 per month, 5 days, Jnne 1911	9.62
John W. Newman, Engineer in charge, June, 1911	125.00
B. C. Dyess, Launch and Lineman, at \$3.00 per day, 19 days, June, 1911	57.00
Ben Waldron, Chain and Axeman, at \$2.00 per	
day, 26 days, June, 1911  Earl Murray, Chain and Axeman, at \$2.00 per	52.00
day, 26 days, June, 1911	52.00
Harvey Dyess, Cook, at \$1.50 per day, 10 days, June, 1911\$ 15.00	
Chain and Axeman, at \$2.00 per day day, 9 days, June, 1911 18.00	
day day, 5 days, suite, 1511	\$33.00
M. L. Heiss, Lock Inspector, June, 1911	90.00
J. G. Kimmel, Resident Engineer, June, 1911.	90.00
J. H. Jacobie, Inspector, June, 1911	60.00
J. O. Wright, salary as Chief Drainage Engineer, at rate of \$5,000.00 per annum, June,	
1911	416.67
G. C. Pierce, Office Engineer, June, 1911	125.00
J. O. Wright, expenses account trip of inspec- tion of work in the Everglades, April 24-	
May 4th, 1911	118.20
King Son's Company, repairing of launch and the furnishing of supplies, bill of August 5,	
R. F. Ensey, expense account for Trustees, on	152.00
State Survey, May, 1911	36,25
R. C. Hicks, expense account for May, 1911	26.50

BerryHill-Cromartie Company, groceries account surveying party—East Side—bill of June 1, 1911	145.61
New River Machine Shop, mechanical services account State Survey, biyy of May 29, 1911.	14.50
Labelle Mercantile and Hardware Company, groceries furnished	
party under J. W. Newman, bill of June 6, 1911 \$58.98	
and bill of June 1, 1911, account groceries furnished Surveying party Okeechobee end 93.10	
also bill of June 1, 1911, for case tomatoes furnished J. W. Newman's party, and bill of June. 3, 1911, for 106 gallons gasoline furnished J. W. Newman, Engi-	
neer 14.31	\$169.39
Frank T. Budge, hardware supplies, bill of June 1, 1911	3.83
Chicago Steel Tape Company, surveying sup-	9.09
plies for State Survey—East Side—bill of May 20, 1911	13.00
W. C. Lewis, 3 months rent of office for Chief Drainage Engineer, April, May and June, 1911	60.00
Total\$	3,452.18

The Trustees then adjourned.

Attest:

J. C. LUNING, Secretary. A. C. CROOM, Acting Chairman. Tallahassee, Florida, July 5, 1911.

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 21st, 23rd, 26th, 27th and 30th, 1911, were read and approved.

The Secretary presented letters from a number of prominent citizens of St. Lucie County, requesting that the Trustees arrange, if possible, and the same can be done without retarding the progress of the work of the Florida Coast Line Canal and Transportation Company, so that said Canal Company may dispose of the lands contained in the escrow deed now deposited in the Barnett National Bank of Jacksonville, Florida, to be delivered to said Canal Company upon the completion of said canal; these citizens claiming that lands in St. Lucie County represented in this deed were among the best and most desirable in the county, and if they were subject to purchase would soon be secured and settled by a desirable class of citizens and the county vastly benefitted and the lands placed upon the tax rolls of the State and County.

The Secretary was directed to write these gentlemen that they would have no objection to the Florida Coast Line Canal and Transportation Company disposing of these lands prior to the completion of the work on the canal and the acceptance of said work by the Trustees, provided the said Canal Company should receive a reason-

able price for the lands, satisfactory to the Trustees, and the funds derived from the sale deposited with the bank holding the escrow deed, the said funds being subject to the same conditions as the lands mentioned in the deed. To be in fact a substitute in every particular for the lands and subject to all the conditions which apply to the land.

The following letter from the Barnett National Bank was read:

"Jacksonville, Florida, July 3, 1911.

J. C. Luning, Esq., Secretary Trustees Internal Improvement Fund, Tallahassee, Florida.

My dear Mr. Luning: We beg to acknowledge receipt of your favor of July 1st, enclosing the preamble and resolutions referred to. We have extended to these good people what we regard as being a liberal line and do not, at present, care to discount the papers referred to.

If it is your pleasure to appoint another trustee, kindly have the proper papers prepared, and oblige,

Yours very truly,

(Signed)

F. ADAMS, President."

The Secretary was instructed to write the Barnett National Bank informing them that they considered that the preamble and resolutions referred to were sufficient to justify the said bank in transferring the notes referred to in the resolution to any bank that the Trustees might designate, but if the bank desired additional papers they might have prepared whatever they considered necessary and forward to the Trustees for their consideration.

The Assistant Secretary, Hon. Wm. M. McIntosh, Jr., tendered his resignation in the following letter:

Tallahassee, Fla.

Hon. Albert W. Gilchrist, Chairman, Trustees Internal Improvement Fund, of the State of Florida.

Dear Sir: I desire to tender through you to the Trustees of the Internal Improvement Fund of the State of Florida my resignation as Assistant Secretary, to take effect July 1, 1911.

It is with great reluctance that I am forced to take this action, because of the long period of time I have served the Trustees and the intimate relations I have had with the members thereof, but I find that the duties of my position in the Comptroller's office have become so great as to preclude the possibility of my rendering adequate services to the Trustees.

I desire to express through you to the Trustees of the Internal Improvement Fund my most heartfelt thanks for the very kind treatment that I have received at their hands, and to extend to them my best wishes for their continued success.

Very truly yours,

(Signed.)

W. M. McINTOSH, Jr."

The resignation was accepted and in accepting same the Trustees passed the following resolution:

Whereas, Hon. Wm. M. McIntosh, Jr., has tendered his resignation as Assistant Secretary to the Trustees, the duties of his position in the office of the Comptroller being of such a nature as to render him unable to adequately perform the duties of Assistant Secretary longer, be it

Resolved, That said resignation be accepted and that in accepting same we desire and consider it eminently proper that we express our appreciation of his long, faithful and capable services as Secretary, extending over a period of twenty years, and as Assistant Secretary since December 1st, 1909, the increasing duties of the Comptroller's office necessitating his resigning the position of Secretary on the date mentioned, so that more time might be given to his duties as Chief Clerk in the office of the Comptroller.

A letter was presented from the Tatum Bros. Real Estate and Investment Company stating that they were cutting a main canal and a number of lateral canals and ditches for the purpose of draining about 100,000 acres of land in Townships 56, 57, 58 and 59 South, Ranges 39 and 40 East, requesting that the State donate about 9,000 acres of land owned by it in that vicinity to help them in defraying the expenses of said work, a map showing the location of the land, together with the lateral canals and ditches, being presented with the application.

The Secretary was directed to write the Tatum Bros. Real Estate and Investment Company that they regretted that they did not feel that they could comply with their request, owing to the heavy demands that were upon them for doing work already contracted for and also for work which they considered absolutely necessary to be done.

By unanimous action of the Trustees the salary of the Secretary to the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners was increased from \$1,800.00 per year to \$2,000.00 per year, effective from July 1, 1911.

A letter was read from Mr. John H. Pitt, of Jacksonville, Florida, addressed to Governor Gilchrist, in which he requested that the privilege of his passing over the lands in sections 5, 6, 7, 17 and 18, of township 3 south, range 29 east, be reserved in a deed which the Trustees intended making to S. E. Cobb, of Jacksonville, Florida, said Cobb having presented the highest and best bid for this land at the date it was advertised to be sold.

The Secretary was instructed to write Mr. Pitt that

they did not consider that they had the equitable right to comply with his request, Mr. Cobb having bid upon the land with the idea that he would receive a title to same, if the successful bidder, without any reservation as to absolute possession and undisputed control of said land.

The following report from Mr. J. O. Wright, Chief Drainage Engineer relative to opening up, enlarging and deepening some of the water courses on the east side of the Everglades was read:

"Tallahassee, June 14, 1911.

Trustees Internal Improvement Fund & Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen: In accordance with your instruction at a previous meeting, I have had an examination made of the streams, or natural outlets from the Everglades on the East Coast from West Palm Beach south to Cutler.

The streams that seem to warrant a special examination are Hillsboro River, at Deerfield, Cypress Creek, at Pompano, Middle Creek, just north of Fort Lauderdale. New River Cut-Off, at Dania, Snake Creek at Fulford and Snapper Creek, south of Miami. All of these streams, except the New River Cut-Off at Dania, and Snapper Creek, have a well defined channel where they cross the Florida East Coast Railroad, ranging from 75 to 200 feet wide and from 2 to 6 feet deep. These channels contract very rapidly west of the railroad and at a distance of from 1 to 2 miles completely disappear. All of these channels are more or less obstructed with brush, logs, fallen trees and aquatic vegetation. These could be removed by hand labor at a comparatively small cost, say \$500.00 per mile, but this would do but little good towards getting the water off the East side of the Everglades.

In order to accomplish any real and lasting benefit these channels should be extended about six miles west from the railroad into the eastern margin of the Everglades. This can only be done economically by dredging. After studying the map submitted herewith and acquainting myself with local conditions, I recommend that the special fund now available for opening up these streams be expended in extending Cypress Creek, Snake Creek and Snapper Creek.

The extension of these streams should be at least 30 feet wide, with an average depth of six feet. This will require the excavation of 35,000 cubic yards per mile. This excavation will be about one-fourth rock and three-fourths earth. At the contract price for the Everglade work, this would make an average of 11 cents per cubic yard. I doubt, however, if the work in these small canals can be contracted for less than Nine Cents for earth and Twenty-five Cents for rock, or an average of Thirteen Cents. At this latter price, the work will cost about \$4.500.00 per mile.

Unless you are influenced largely by the local benefits to the town of Pompano, I suggest that Cypress Creek be extended from the railroad in a westerly course for six miles, to the edge of the Everglades, at an estimated cost of \$27,000.

By improving Cypress Creek, much of the water that now flows south into Middle Creek will be intercepted and carried off, thus relieving, in some measure, the necessity for improving Middle Creek.

The New River Cut-Off, at Dania, does not, in my judgment, possess sufficient merit to warrant the expenditure that would be required to construct this new channel. The proposed route is through comparatively high land, where there is no channel and will require a heavy yardage to make a canal of sufficient capacity to materially affect the flow in the South New River Canal. In fact, when the Miami Branch is completed, at least 40% of the water now coming down South New River Canal will be deflected and flow south to the Miami Canal.

The extension of Snake Creek into the Everglades will beneficially affect the land between the South New River and Miami Canals As the owners of these lands are contributing to this fund, I recommend that the channel of Snake Creek be extended from Fulford in a north and western direction for a distance of six miles, at an estimated cost of \$27,000.

I recommend that a channel 25 feet wide and 5 feet deep be dug from the mouth of Snapper Creek in a westerly direction for five miles. This will open up a new section now being rapidly settled and will afford an outlet for the water that now flows to the Everglades south of the Miami Canal. Such a canal will require the removal of about 25,000 cubic yards per mile and will cost approximately \$16,000.

The work herein recommended provides for the expenditure of \$70,000.00, which, as I understand, covers the fund on hand for this purpose.

If these recommendations meet with your approval, I suggest that proposals for this work be invited at an early date.

Respectfully submitted,

(Signed.)

J. O. WRIGHT, Chief Drainage Engineer."

The Chief Drainage Engineer also presented plans and specifications for doing the work in accordance with the recommendations contained in his report, which plans and specifications were adopted with slight amendments, and advertisements for bids to do the work in accordance with the said amended plans and specifications to be considered by the Trustees on Tuesday, August 10th, 1911, at 10 o'clock A. M., was ordered inserted in the Florida Times-Union, the Metropolis and Herald of Miami, the Manufacturers' Record and the Engineering

News. The Secretary was instructed to file a copy of said plans and specifications in his office.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J.C. LUNING, Secretary.

Tallahassee, Fla., July 13, 1911.

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 July 5, 1911, was read and approved.

The following application for a right-of-way for a railroad along the banks of canals of the State in the Everglades was presented:

"Tallahassee, Fla., July 12th, 1911.

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

#### Gentlemen :-

The Atlantic, Okeechobee and Gulf Railway Company, a Florida corporation, respectfully requests the privilege of laying its trunk line, extending from Tampa to Fort Lauderdale, along and upon the south berm of the South Canal from Fort Lauderdale to the junction point of said canal with the Miami Canal, and thence along and upon

the west berm of said Miami Canal to the southern shore of Lake Okeechobee; together with permission to cross said Miami Canal just south of said junction point, such crossing to be effected by a suitable lift-bridge or drawbridge.

We fully realize that the concession we are asking is a valuable one; if we did not so consider it, we would not make this request. But we respectfully submit that the benefits to be derived from the construction of the road will be mutually shared by the road, the State and its citizenship. We are undertaking, with very flattering prospects of success, to build and equip a six hundred-mile system of railroads in the Everglades and other undeveloped portions of South Florida, as follows: From Tampa to Fort Lauderdale, with a branch from Fort Thompson, by way of Fort Myers and Marco, to Chocoluskee Bay; and another branch from Fort Thompson, by way of St. Cloud, to The building and equipment of the road, construction of terminals, etc., will entail an expenditure of approximately fifteen million dollars, and, taken in connection with the work of reclamation now being done by the State, will mean more in the way of commercial development than any other enterprise ever contemplated within the borders of our commonwealth.

The trunk line of the road will pass through the very heart of the State's richest land holdings, thereby increasing values to the extent of several million dollars, and furnishing transportation to the tens of thousands of people who have already purchased lands in that section.

We fully realize the stupendousness of our undertaking, and have not taken it up hastily or unadvisedly. We have gone about the matter cautiously, fully appreciating what it meant, reckoning with all the difficulties to be encountered, and have refrained from presenting our case to you gentlemen until such time as all other phases of the proposition should have assumed tangible form. That time has now come, and we respectfully submit our case.

The Drainage Committee of the Legislature of 1911 recommended to you gentlemen that you grant the privilege we are asking for. The report of that Committee, having been placed before the Legislature, was unanimously adopted. A copy of the report is submitted herewith.

We think you gentlemen will readily appreciate the largeness of the work we have planned. The concession we are asking from the State will be of vast assistance to us, because it will materially decrease the cost of construction over a very difficult part of the line, and make it easier for us to raise the necessary money.

We are not asking for an indefinite right, but are perfectly willing that a reasonable time limit shall be fixed within which the road shall be completed.

Respectfully submitted,

ATLANTIC, OKEECHOBEE & GULF RAILWAY COM-PANY.

By WM. S. JORDAN,
HIRAM McELROY,
DANIEL A. SIMMONS,
Committee.

Upon motion action upon the application was deferred for further consideration.

The Secretary presented the financial statement and disbursements for the month of June, 1911, as follows:

Financial statement for the month of June, 1911:

To balance on hand June 1, 1911..\$377,819.00

To amount received from the sale of lands for month of June, 1911 265.00

To amount received from R. P. Davie, of Colorado Springs, Colo., for S. ½ of Sec. 27, Tp. 50 S., R.

41 E. . . . . . . . 4,800.00

To amount received from R. J.  Bolles, \$11,875.00 being credited on purchase note for \$50,000.00 due Jan. 1, 1913, and \$13,125.00 credited on drainage note for \$25,000.00 due Jan. 1, 1911 25,000.00	\$407,884.00
By disbursements for June, 1911	42,930.32
To balance on hand June 30, 1911	\$364,953.68
RECONCILEMENT.	
To cash and cash items in hands	
of Secretary\$ 1,000.00	
To cash in banks 363,953.68	
	\$364,953.68
Distributed in following banks:	
First National Bank, Tallahassee, Fla	\$ 21,768.03
Capital City Bank, Tallahassee, Fla	5,415.79
Exchange National Bank, Tampa, Fla	18,419.52
First National Bank, St. Petersburg, Fla	5,135.43
Florida National Bank, Jacksonville, Fla	99,510.34
Bank of Bay Biscayne, Miami, Fla	10,369.76
Barnett National Bank, Jacksonville, Fla	87,315.57
Bank of Palm Beach, West Palm Beach, Fla.	6,056.25
Hillsboro State Bank, Plant City, Fla	9,078.75
Atlantic National Bank, Jacksonville, Fla	32,261.74
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens' Bank, Madison, Fla	4,025.00
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,020.60
First National Bank, Miami, Fla	11,410.35
First National Bank, Marianna, Fla	-10,062.50
Citizens' Bank, Kissimmee, Fla	7,055.41
Florida Bank, Gainesville, Fla	4,000.00

Orthochs Bulk & 11 det evi, F	0,048.64 4,000.00
836	3,953.68
List of disbursements for the month of June, 19	11:
Voucher No. Am	ount.
2581—J. C. Luning, services as Secretary, May, 1911	150.00
2582—W. M. McIntosh, Jr., services as Assistant Secretary, May, 1911	25.00
2583—Miss Herring, services as Stenographer to Secretary, May, 1911	75.00
2584—John T. Costa, services as Chief Clerk in Salesman's office, May, 1911	150.00
Salesman, May, 1911	125.00
2586—W. H. Ellis, services as Counsel to Trustees and Board of Drainage Commissioners, May, 1911	208.33
2587—H. & W. B. Drew Company, one record book for Minutes, bill of May 2, 1911	16.40
2588—John McDougall, Postmaster, stamped envelopes for Trustees, bill of May 9, 1911	32.26
2589—John McDouglass, Postmaster, stamped envelopes for Land Depart- ment, bill of June 1, 1911	106.20
2590—Transfer of funds.  2591—Remington Typewriter Company, ½ doz, black Paragon Ribbons, bill of May 31, 1911	3.50

oucher	No.		Amount.
2592-	-Z. T. Merritt, Clerk Cir-		
	cuit Court, Dade County,		
	rec. deed from Fla. Coast		
	Line Canal and Trans.		
	Co. to Trustees, bill of		
	June 7, 1911\$	1.85	
	Cancelling Tax Sale Cer-		
	tificates Nos. 62-67, in-		
	clusive, bill of June 5,		
	1911	5.50	
	_		\$7.35
2593-	-H. & W. B. Drew Com-		4
	pany, for printing 200		
	Briefs in case of R. G.		
	Peters v. Trustees et al.		
	bill of April 30, 1911	\$148.40	
	Township blanks and		
	pencils for use in Land		
	Department, bill of June		
	3, 1911	11.63	
	Supplies sent to R. F.		
	Ensey, Engr., State Sur-		
	vey, bill of June 5, 1911	2.50	
			\$160.53
2594-	-Furst-Clark Construc-		<b>4100.00</b>
A second	tion Company, amount		
	of work done in drain-		
	age excavation, May,		
	1911		37,145.96
2595-	-Furst-Clark Construc-	Ψ.	01,110.00
	company, for expenses		
	incurred account of la-		
	bor and supplies in Lock		
	Construction, bills of		
	Feb. 28th and March		
	31st, 1911\$	3,562.85	
11—Min	, , , , , , , , , , , , , , , , , , , ,	5,002.00	

Voucher No.

Amount.

Groceries furnished Elliott's Surveying party, bill of April 29th, 1911.

5.49

938.25

Meals furnished men in Hicks' party, bill of Apr. 30th .....

\$4,501.10

2596—First National Bank of Tallahassee, for freight and exchange on draft for freight on material for Lock Construction on the South New River Canal, made June 20, 1911

233.69

\$ 42,930.32

Estimate of the work done by the Furst-Clark Construction Company in the Everglades for the month of June, 1911, was presented, showing that during said month 655,137 cubic yards of material of all kinds was excavated, 595,783 cubic yards being earth and 59,354 cubic yards being rock, at the contract price of 8 cents per cubic yards for earth and 20 cents per cubic yard for rock, amounting to \$53,580,09, less the reserve of 10% under the contract.

The estimate was accepted and Secretary instructed to draw a check for the sum of \$53,580.09, payable to Furst-Clark construction Company, in payment for work done during the month of June, 1911, less the 10% reserved.

The following reports from Mr. J. O. Wright, Chief Drainage Engineer, relative to the progress of the work in the Everglades were read and ordered filed: "Tallahassee, Fla., July 7th, 1911.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Fla.

Gentlemen:J

The dredge "Okeechobee" stopped advance work on the South New River Canal May 5th, 1911, and turned about and started down stream to go to the mouth of the Hillsboro Canal. I ordered the Furst-Clark Construction Company to clean out that portion of the South New River Canal dug by the State prior to July 1st, 1910.

The dredge commenced on this work May 13th and completed it June 24th. During this time the dredge actually worked 326 hours and lost 225 hours in delays from various causes.

The material removed in cleaning out this canal was placed on the bank, as far back as possible with this dredge, and the canal is now in good condition except about three fourths of a mile near the Davie ditch. Here the cut is very deep, and it was not possible to place the material behind the spoil bank. A small portion of this material may possibly wash in during the heavy rains, The contractor is going up this canal in the future with a hydraulic dredge, and if any of this material does wash back in this deep sand cut, he has agreed to take it out free of charge.

As this work was no part of the contract of the Furst-Clark Construction Company, it will not appear in any of the monthly estimates.

Owing to the difficulty of measuring this excavation and also of arriving at a satisfactory price per cubic yard for removing the same, I have adopted the plan frequently followed by the U. S. Government and engineers on other public work in arriving at a just payment for cleaning out this canal.

During the months of March and April this Gredge earned \$19.25 per hour for the time she actually worked. Allowing the above rate for the time she was employed on this canal, it will make the total cost of the work \$6,275.50. Nineteen hours of the above time was spent in removing dams, which the contractor had agreed to move without cost to the State. Deducting this amount—\$365.75—from the total cost of the work, leaves a net balance of \$5,909.75 as the cost of cleaning out this canal.

I have filed herewith a bill in favor of the Furst-Clark Construction Company for the work above specified.

Yours truly,

J. O. WRIGHT, Chief Drainage Engineer."

"Tallahassee, Fla., July 10, 1911.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Fla.

Gentlemen:-

I have the honor to transmit herewith estimate No. 12 in favor of the Furst-Clark Construction Company for work done under their contract during the month of June, 1911.

This month's estimate reaches the required rate of progress necessary to complete the work within the time specified. With the additional plant they are placing upon the work, I think they will be able to regain what they have lost in the past twelve months and complete the work on time.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer." Bill of F. B. Bell for \$38.00 for services and expenses incurred in the contest case of the State vs. Charles Shelton, in Calhoun County, was ordered paid.

The following bills were presented, approved and ordered transmitted to Hon. A. C. Croom, Comptroller, with a request that he cause warrants to be drawn in payment of same upon funds of the Board of Drainage Commissioners in the custody of Hon. W. V. Knott, State Treasurer.

Furst-Clark Construction Company, to clean- ing South New River Canal from May 13th	
to June 24th, 1911\$	5,909.75
Furst-Clark Construction Company, meals furnished State men during May, 1911,	92.00
R. C. Hicks, expense account as Engineer, June, 1911	8.22
Middle Florida Ice Company, 4 bottles of dis- tilled water for office Chief Drainage Engi-	
neer, bill of July 2, 1911	1.00
Labelle Mercantile and Hardware Company, subsistence and gasoline for Newman's party, bill of June 24, 1911\$ 51.45	
subsistence and gasoline for Newman's party, bill of June 17, 1911	
bill of July 1, 1911, subsistence for F. C. Elliott's party 125.49	
bill of July 5, 1911, for 220 gallons gasoline for Newman's party 32.60	
and another bill of July 5th, for subsistence for Newman's party 41.71	\$283.15

Western Union Telegraph Com-	
pany, bill of June, 1911, account Board of Drainage Commission-	
ers\$ .52	
bill for June 2, 1911 7.61	
5 101 5 dile 2, 1511	8.13
Chas. Pratt, C. E., for services rendered on	0.117
State Survey, bill of May 20, 1911  F. H. Brittain, for hire of two double teams for	77.50
use on State Survey, bill of July 1, 1911  J. G. Kimmel, expense account in connection	8.00
with engineering work on Miami, Canal,	
June, 1911	23.95
or, June, 1911	7.65
Furst-Clark Construction Company,	
amount to be allowed for equip-	
ment, as per agreement, July 1,	
1911\$ 1,445.62	
amount due on account of labor	
and material in lock construction,	
July 1, 1911	1 010 01
	4,642.64
C. J. Morrow, to express paid on one box deliv-	
ered by Steamer EDISON, June 19, 1911	2.90
Palace Market, fresh meats fur-	
nished Hicks' party, bill of May	
3st, 1911\$ 21.15	
and bill of June 29, 1911 23.05	11.00
Francisco Company in	44.20
Everglade Grocery Company, ice	
furnished State Quarter Boat, bill of May 31, 1911\$ 4.40	
ice and supplies furnished State	
Quarter Boat, bill of June 30,	
1911	
\$	33.91
W. Carlotte and Ca	50.01

Butler & Thomas, subsistence and supplies for	100 70
Hicks' party, bill of June 1, 1911	103.50
New River Transportation Company, freight on	
five drums of gasoline from Miami, bill of	~ 00
July 1, 1911	5.00
C. D. Leffler, 270 gals. gasoline furnished	
Hicks' party, bill of June 30, 1911	35.10
Berryhill-Cromartie Company, sub-	
sistence and gasoline for Hicks'	
party, bill of June 1, 1911\$ 70.05	
bill of July 1, 1911, for subsis-	
tence and gasoline account Hicks'	
party 79.85	
\$	149.90
Dade Lumber Company, lumber furnished En-	
gineer Hicks, bills of May 31st, June 21st and	
29th, 1911, aggregating	10.65
Southern Express Company, bill of June, 1911.	1.15
E. Rodgers, transportation of glade boats and	
supplies, use of team and map, June, 1911	16.85
Labelle Boat and General Repair Shop, sup-	
plies for Elliott's party, bill of July 1, 1911	35.55
H. & W. B. Drew Company, general office sup-	
plies for office Chief Drainage Engineer, bills	
of June 16th and July 8th, 1911	2.99
Hendry & Kimbal, for repairing launch "Re-	
vere," bill of June 1, 1911	87.60
Geo. A. Lang, board and transportation of men	
on Hillsboro Canal Survey, bill of May 31,	
1911	17.75
Henry Bryan, use of 7 double	
teams at \$7.00 per day, bills of	
June 3, 1911\$ 49.00	
and use of 1 single team 15 days	
at \$1.00 per day 15.00	
	64.00

J. W. Newman, expense account for June, 1911	4.44
F. C. Elliott, expense account for June, 1911	101.10
Samuel Thompson, to hire of team during June,	
1911 for Elliott's party	103.75
Harney Altman, to hire of launch during June,	
1911, for Elliott's party	25.00
J. O. Wright, expense account incurred during	
June, 1911, in connection with moving of	
office, etc.	15.50
Shoemaker's Stables, 2 double wagons and 4	
men furnished to move office Chief Drainage	= 00
Engineer, bill of July 1, 1911	5.00
Gulf Refining Company, gasoline, etc., bill of April 30th, 1911, covering supplies furnished	
Jan. 28th, March 3rd and April 9th, 1911,	
for J. W. Newman's party	186.30
Miami Yacht and Machine Company, repairs	
to launch, bill of May 31st, 1911	4.00
Stranahan & Company, supplies fur-	
nished State Quarter boat in May	
and June, 1911\$ 7.42	
and supplies furnished in May 13.14	
*	- 20.56
J. F. Saxon & Company, supplies furnished En-	
sey's party—Survey East Side—bill of June 19, 1911	124.43
J. A. Saxon, man and team furnished in June,	124.40
1911, for use of Engr. Ensey and party	18.00
Frank T. Budge, hardware, etc., fur-	
nished Hicks' party, bill of June	
1, 1911\$ 3.05	
and bill of June 29, 1911 8.52	
I C II.	11.57
J. G. Kimmel, expense account for May, 1911	42.46

The Trustees then adjourned.

Attest:
J. C. LUNING,

ALBERT W. GILCHRIST,

Governor.

C. LUNING, Secretary.

Tallahassee, Florida, July 14, 1911.

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 July 13, 1911, was read and approved.

Hon. W. H. Ellis, Counsel, appeared before the Trustees and rendered his opinion upon the right of the Blue Springs, Orange City & Atlantic R. R. Company to have lands deeded to them under legislative enactment. Mr. Ellis reported that his investigations of the subject had convinced him that the said Blue Springs, Orange City and Atlantinc R. R. Company were not entitled to have any further lands deeded them on said account.

Upon his opinion so rendered the Trustees decided to refuse the application of the said Blue Springs, Orange City and Atlantic R. R. Company for further lands and instructed Mr. Ellis to so notify Messrs. Cooper and Cooper, of Jacksonville, Florida, Attorneys for the claimants.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, July 14, 1911.

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.

Hon. B. E. McLin, Commissioner of Agriculture, pre sented the application of Mr. W. A. Pringle, of Thomasville, Georgia, to purchase the S. E. ¼ of S. E. ¼, Section 14, Township 3 North, Range 2 East. It was shown that this land adjoined a tract of land that was given to Mr. Pringle's wife by her father years ago, and that the land was assessed to Mrs. Pringle by the Tax Assessor of Leon County, Florida, and taxes had been paid upon it to the State and County for years, upon the supposition that it was owned by Mrs. Pringle. The records in the State Land Department, however, showed that the land had never been conveyed by the State. In consideration of the facts stated above, it was decided that Mr. W. A. Pringle be allowed to purchase this land at the price of \$1.50 per acre.

The Commissioner of Agriculture also presented the application of Mr. N. J. Thompson, of Frostproof, Florida, to purchase the S. E. ¼ of N. E. ¼ and N. E. ¼ of S. E. ¼ of Section 10, Township 32 South, Range 28 East, producing affidavits showing that the land requested is a low piece of land, covered with water a good portion of the year, and that there is no timber on the land, and offering \$4.00 per acre for it, as it adjoins land now owned by the applicant and he wants same for a pasture. The application to purchase this land at \$4.00

per acre was granted and Commissioner of Agriculture instructed to have deed prepared to same upon receipt of the money.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Fort Lauderdale, Florida, July 23, 1911.

The Trustees of the Internal Improvement Fund met in the Osceola Inn 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. P. Clark, of the Furst-Clark Construction Company, was present and discussed the matter of the payment for material used in the construction of locks in the canals by said Company under special agreement between said Company and the Trustees, and after a full discussion of the whole affair, it was determined by the Trustees that they would bear the expense of the actual maintenance of whatever pumps and other equipment said Company was using in said work, and that they would also pay for all material used in the construction of the locks when received and the fact of its receipt being certified to by the lock inspector in the employ of the Trustees on the work

Mr. A. B. Sanders also appeared before the Trustees in

reference to the openings made in the North New River Canal by the Miami Construction Company, of which he is the manager.

After discussing the matter fully with Mr. Sanders, it was

Resolved, That the Miami Construction Company be required to proceed, at once, under plans and specifications of the Chief Drainage Engineer of said Trustees, to repair the damage done the North New River Canal by the said Company, so as to place the said canal and its banks in as good condition as they were before the operations of the said Construction Company, and the Trustees to be notified of the completion of said work for inspection and acceptance of the same; and it is further.

Resolved, That the Miami ConstructionCompany shall not enter the canals of the Trustees at any other points than those designated by the Trustees, after consultation with the Chief Drainage Engineer, nor shall they alter, reduce, or otherwise interfere with the banks of the State canals in any way, at any time, without making application for the right to do same, in writing, and said application granted by the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 1, 1911.

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.  The following bills were presented, approved and ordered paid:
J. C. Luning, services as Secretary, July, 1911\$ 166.66 Mary Herring, services as Stenographer to sec-
retary, July, 1911
1911 150.00
W. H. Ellis, salary as Counsel to Trustees and Board of Drainage Commissioners, July, 1911 208.33
The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:
Labelle Mercantile and Hardware Company, for groceries furnished party under J. W. Newman Engineer, bill of July 18, 1911\$ 33.47
Florida Times-Union, for publication of Notice to Contractors, for drainage canals, bill of
July 21, 1911
July, 1911       28.70         L. D. S. Boyd, to launch hire during month of
July, 1911
W. R. Cason, to rent of launch during July, 1911
John W. Newman, expense account for July, 1911 7.08
John W. Newman, salary as Engineer, July, 1911
B. C.Dyess, launch and compass man, at \$3.00 per day, 27 days, July, 1911
Ben Waldron, chain and axman, at \$2.00 per day, 27 days, July, 1911

Earl Murray, chain and axman, at \$2.00 per	
day, 24 days, July, 1911	48.00
Harvey Dyess, cook, at \$1.50 per day, 3	
days, July, 1911	
Harvey Dyess, chain and axman, at \$2.00	
per day, 1 day, July, 1911 2.00—	6.50
W. S. Dowell, cook, at \$1.50 per day, 22	
days, July 1911	33.00
E. B. Fortson, chain and axman, at \$2.00	
per day, 2 days, July, 1911 4.00	
hire of launch, at \$3.00 per day, 2 days,	
July, 1911 6.00—	10.00
E. M. Reynolds, hire of launch, at \$3.00 per day,	
7 days, July, 1911	21.00
F. C. Elliott, expense account for July,1911	25.25
F. C. Elliott, salary as Engineer, July, 1911	175.00
G. R. Dyess, chainman, July, 1911	85.00
J. C. Dyess, chainman, July, 1911	60.00
B. H. Whidden, rodman, July, 1911	60.00
L. W. Howard, rodman, July, 1911	60.00
Adolphus Rimes, rodman, at \$2.00 per day, 17	
days, July, 1911	34.00
G. V. Scott, rodman, at \$2.00 per day, 25 days,	
July, 1911	50.00
L. H. Clark, cook, at \$2.00 per day, 9 days,	
July, 1911	18.00
L. N. Blount, cook, \$2.00 per day, 17 days, July,	
1911	34.00
M. L. Heiss, salary as Lock Inspector, July,	Tale 1
1911	90.00
J. O. Wright, salary as Chief Drainage En-	
gineer, at rate of \$5,000.00 per annum, July,	1 - 0 0 =
G. C. Pierce, salary as Office Engineer, July,	416.67
1911	105.00
B. E. McLin, expenses on trip to inspect drain-	125.00
age work, etc., July 17-30, 1911	18.63
age nork, etc., oury 11-90, 1311	10.05

H. & W.B. Drew Company, supplies for F. C. Elliott, bill of May 26, 1911\$17.64	
supplies for office Chief Drainage Engineer, bill of July 14, 1911 5.95	29.12
bill of July, 1911 5.53—	29.12
Manufacturers' Record Publishing Company, for publication of Notice to Contractors, for drainage canals, bill of July 20, 1911	10.40
The Tampa Tribune Publishing Company, for publication of Notice to Contractors, for drainage canals, bill of July 14, 1911	3.75
Furst-Clark Construction Company, meals furnished State men, June, 1911	71.75
J. C. Luning, Secretary, expenses of himself and Members of the Board of Drainage Commis- sioners on a trip of inspection of the drain-	
age work, July 17-30, 1911, inclusive	203.60

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Fla., Aug. 8, 1911.

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 matter of advertising for sale 10,000 acres, more or less, of land in Palm Beach County, Florida, was discussed, and the Secretary was instructed to advertise for five weeks in the True-Democrat, of Tallahassee, Fla., and a paper published in Palm Beach County, as the law directs.

Sections Twenty-three (23), Twenty-seven (27) and Thirty-five (35) of Township Forty-three (43) South, Range Thirty-eight (38) East.

Sections Three (3), Seven (7), Eleven (11), Nineteen (19), Twenty-three (23), Twenty-seven (27), Thirty-one (31) and Thirty-five (35), Township Fortythree South, Range Thirty-nine (39) East.

Sections Three (3) and Eleven (11) of Township Fortyfour (44) South, Range Forty (40) East.

In compliance with the statute, which requires that all public lands offered for sale in quantities of one-half section or more shall be advertised for a period of thirty days prior to offering said land for sale in a newspaper published at the State Capital and in a newspaper published in the county in which the land offered for sale is located, said land to be offered as a whole or in one or more sections, for all cash or in paments of one-fifth cash and one-fifth in six (6), twelve (12), eighteen (18) and twenty-four (24) months from the date of sale, without interest on the deferred payments, unless the purchaser or purchasers should fail to pay said deferred payments at maturity where 8% interest shall be paid upon said deferred payments remaining unpaid after maturity, the Trustees reserving the right to reject any or all bids that may be offered.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Tallahassee, Florida, August 9, 1911.

The Trustees of the Internal Improvement Fund met in the offiffice 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 July 14th and 23rd, and August 1st and 8th, 1911, read and approved.

The following resolution was adopted:

Resolved. That in future all deeds to lands executed by the Trustees of the Internal Improvement Fund of the State of Florida shall contain a clause reserving from the land so deeded 130 feet on each side of any canal which the Trustees may decide to excavate through said land so deeded, or so many feet from the center, on each side of any canal decided to be excavated by the Trustees, as said Trustees may consider necessary, the total number of feet so reserved by said Trustees not to exceed 260 feet, and the Commissioner of Agriculture is authorized to procure printed forms of deeds and deed books in conformity with this resolution.

The Secretary presented the financial statement, together with the disbursements for the month of July, 1911, as follows:

Financial Statement for the month of July, 1911.

To balance on hand July 1, 1911, \$364,953.68

To amount received from sale of land for month of July, 1911, 80.48

To amount received from E, C. Chambers on contract dated	
November 16, 1910 30,000.00	
To amount received from Florida	
Coast Line Canal and Trans-	
portation Company, reimburse-	
ment for expense and time of Chief Drainage Engineer, and	
Assistant in inspecting and	
preparing plans, for their	
work	
To Stranahan & Company, re-	
fund on overcharge on sup-	
To amount received from banks	
for interest for quarter end-	
	-\$397,723.83
By disbursements for July, 1911,	60,635.58
To balance on hand August 1, 1911	\$337,088.25
Reconcilement.	
To cash and cash items in hands	
of Secretary\$ 1,000.00	200 000 00
To cash in banks	_\$337,088.25
Distributed in following banks:	
First National Bank, Tallahassee, Fla	.\$ 21,587.50
Capital City Bank, Tallahassee, Fla	. 5,449.63
TO I MAN I Deal Manage Dia	
Exchange National Bank, Tampa, Fla	. 18,534.67
First National Bank, St. Petersburg, Fla	. 18,534.67 . 5,167.53
First National Bank, St. Petersburg, Fla Florida National Bank, Jacksonville, Fla Bank of Bay Biscayne, Miami, Fla	. 18,534.67 . 5,167.53 . 94,039.79 . 10,369.76
First National Bank, St. Petersburg, Fla Florida National Bank, Jacksonville, Fla	. 18,534.67 . 5,167.53 . 94,039.79 . 10,369.76

Bank of Palm Beach, West Palm Beach, Fla	6,094.00
Hillsboro State Bank, Plant City, Fla	9,135.00
Atlantic National Bank, Jacksonville, Fla	32,459.46
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens Bank, Madison, Fla	4,050.16
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,045.70
First National Bank, Miami, Fla	11,481.70
First National Bank, Marianna, Fla	10,125.40
Citizens Bank, Kissimmee, Fla	7,099.38
Florida Bank, Gainesville, Fla	4,000.00
Citizens Bank & Trust Company, Tampa, Fla	9,105.19
Volusia County Bank, DeLand, Fla	4,000.00
Total	\$336,088.25
Disbursements for the month of July, 1911:	
Voucher No.	Amount.
2597—J. C. Luning, services as Secretary,	
June, 1911	\$ 150.00
2598—Wm. M. McIntosh, Jr., services as	
Assistant Secretary, June, 1911	25.00
2599—Miss Mary Herring, services as	
Stenographer to Secretary, June,	
1911 '	75.00
	15.00
2600—John T. Costa, services as Chief	
Clerk in Salesman's office, June,	
1911	150.00
2601—C. B. Gwynn, services as Clerk for	
Salesman, in abstract work, June,	
1911	125.00
	120.00
2602—W. W. Colson, services in Gaines-	
ville Land Office, one-third of month	
of June, 1911	33.34

oucher No.	Amount.
2603—W. H. Ellis, services as Counsel for Trustees and Board of Drainage Commissioners, June, 1911	208.34
2604—J. B. Reilly, Treasurer Friendly Hospital, Miami, Florida, for care of C. R. Barkoskie, an employee of the Trustees, during illness in June, 1911	75.00
2605—Stewart and Bly, costs in case of Root vs. Cordner et al., bill of June 19, 1911	19.56
2606—Florida Times-Union, for advertising sale of lands belonging to Trustees in Tp. 3 South, Range 29 East, bill of June 1, 1911	10.00
2607—The True-Democrat, for advertising sale of lands belonging to the Trustees in Township 3 South, of Range 29 East, bill of June 1, 1911	10,00
2608—St. Augustine Meteor, for advertising sale of lands belonging to the Trustees in Township 3 South, of Range 29 East, bill of June 27, 1911	10.00
2609—Gainesville Furniture Company, balance due in exchange for desk and chair for use of Hon. W. W. Colson, bill of June 30, 1911	30.00
2610—I. N. Withers, salary and expenses as State Land Selecting and In- specting Agent, for month of June,	
1911	20.25

Toucher No.		Amount.
Wa Ki Sta	C. Lockey, Clerk Circuit Court ashington County, for rec. the ttel quit-claim to the U. S. and ate of Florida, bill of April 13,	6.40
Ala qui	H. Wienges, Clerk Circuit Court, achua County, for rec. the Kittle it-claim to the U. S. and State Florida, bill of April 21, 1911	6.40
La Ki the	E. Bryan, Clerk Circuit Court, Fayette County, for rec. the ttle quit-claim to the U. S. and e State of Florida, bill of April 1911	6.40
Co Ki Sta	hn C. Calhoun, Clerk Circuit urt, Taylor County, for rec. the ttle quit-claim to the U. S. and ate of Florida, bill of April 12,	6.40
Ga qui Sta	R. Cantey, Clerk Circuit Court, dsden County, for rec. the iKttle it-claim to the U. S. and the ate of Florida, bill of June 1,	6.40
Le <sup>1</sup> qui	P. Hardee, Clerk Circuit Court by County, for rec. the Kittle it-claim to the U. S. and the State Florida, bill of May 12, 1911	6.40
Wa qui Sta	N. Walker, Clerk Circuit Court, akulla County, for rec. the Kittle it-claim to the U. S. and the nte of Florida, bill of May 19,	
191	(1	6.40

Voucher N	ю.	Amount.
2618—	-R. C. Parkhill, Clerk Circuit Court, Jefferson County, for rec, the Kittle quit-claim to the U. S. and the State of Florida, \$6.40	
	for rec. the Kittle deed to the Trustees, bills of May 10, 1911 2.10-	- 8.50
2619—	-J. B. Wetherington, Clerk Circuit Court, Hamilton County, for rec. the Kittle quit-claim to the U. S. and State of Florida. 6.40	
	for rec. the Kittle deed to the Trustees, bills of May 3rd and 12th, 1911 2.10-	- 8.50
2620-	-J. W. Bryson, Clerk Circuit Court Suwannee County, for rec. the Kittle quit-claim to the U. S. and the State of Florida, bill of June 22, 1911	6.40
2621-	Z. T. Martin, Clerk Circuit Court, Madison County, for rec. the Kittle quit-claim to the U. S. and State of Florida, bill of May 31, 1911	6.40
2622-	-Z. T. Martin, Clerk Circuit Court Madison County, for rec, the Kittle deed to the Trustees, bill of May 26, 1911	2.10
2623-	State School Fund, account 25% of the proceeds of the Sale of Public Lands, July 12, 1911	6,000.00
2624-	-F. B. Bell, for services and expenses incurred in contest case State v. Chas. Shelton, bill of June 29, 1911	38.00

2625-Furst-Clark Construction Company,

Amount.

1.50

6.25

Voucher No.

amount due for excavation made	
during June, 1911	3,580.09
Total\$ 60	0,635.58
The Secretary presented statement of P. T.	Knight,
Timber Agent for the Trustees at Key West, s	howing
that he had collected during the months of May an	d June,
1911, for wood and charcoal at Key West, take	
State lands, the sum of \$190.80, had deducted \$4	
his commission for collecting same and had paid	The state of the s
for the hire of a launch and two men in establish	ing the
boundary of the State lands in Lee, Dade, and	Monroe
Counties, as per instructions of the Trustees, lea	aving a
balance of \$26,16, a check for which amount the Se	cretary
stated he had received.	
The report was accepted and ordered filed.	
A letter was presented from Mr. H. G. Ralston,	propos
ing to purchase Swamp Land Indemnity Certific	ate No.
19, calling for 79.95 acres of land, proposing to pa	y \$2.50
per acre for said certificate.	
The Secretary was directed to notify Mr. Ralst	on that
the Trustees did not care to sell said certificate.	
The following bills were presented, approve	ed and
ordered paid:	
The True Democrat, to quit claim deeds, bill	
of July 10, 1911, for use in Land Office\$	.50

L. E. Bryan, Clerk Circuit Court, LaFayette County, to rec. deed from L. &N. R. R. Co., bill of August 3, 1911 .....

General Land Office, Washington, D. C., to 23 photolithographs at 30 cents each for the first ten and 25 cents each for 13, bill of July 27,

General Land Office, Washington, D. C., to 10 photolithographic copies of township plats,	
at 25 cents each, bill of July 29, 1911 2.	50
The following bills were presented, approved a ordered transmitted to the Board of Drainage Comm sioners for their consideration:	
Racine Boat Company, 1 Pump Eccentric Strap for 24 H. P. Engine, bill of June 6, 1911\$ 3.	.30
The Herald Printing and Publishing Company, for publishing Notice to Contractors, for Sec- ondary Drainage Canals, bill of August 1, 1911	.75
The Miami Printing Company, for publishing Notice to Contractors, for Secondary Drainage Canals, bill of August 1, 1911	.75
J. T. Zeigler & Co., supplies furnished R. F. Ensey, Engineer, Survey East Side, bill of July 24-29, 1911	.10
W. J. Cathcart, supplies furnished R. F. Ensey, Engineer, Survey East Side, bill of July 28, 1911	.50
Coffin Valve Company, 6 2'x2' Rectangular Sluice Gates, account Lock Construc- tion, bill of May 31, 1911,\$348.00	
2 5'x4' Rectangular Sluice Gates, account Lock Construction, bill of June 3, 1911	.00
R . F. Ensey, expense account as Engineer for June and July, 1911	.77
W. V. Knott, expenses of official trip of inspection of drainage operations in Everglades, etc., July 17-30, 1911	.14

	J. W. Sewell, boat hire, 7 days at \$18.00\$126.00	
	5 gal. cans	
	10 gal distilled water10	
	Drayage on grapefruit25	
	Ice, 1.00	
	Bill of July 31, 1911,	100
	account Trustees	128.05
	M. L. Heiss, to expenses incurred during July,	
	1911	51.90
	Southern Express Company, bill of July,	
	1911	.70
	H. & W. B. Drew Company, supplies office Chief	
	Drainage Engineer, bill of August 2, 1911	4.34
	Capital City Bank for T. J. Appleyard, for	1.01
	printing, leter heads, pay rolls, etc., bill of	
	August 1, 1911	38.00
		50,00
	Labelle Mercantile and Hardware Com-	
	pany, groceries furnished J. W. New-	
	man, Engineer, bill of July 28, 1911\$ 44.00	
	groceries furnished F. C. Elliot, Engi-	
¢	neer, bill of August 1, 1911 149.09-	-193.09
	A. C. Croom, expenses of official trip of inspec-	
	tion of drainage operations in Everglades,	
	July 17-30, 1911	41.50
	J. G. Coats & Co., for transporting Drainage	
	Commissioners on official trip of inspection	
	from Ft. Pierce to Tanti, bill of August 1,	
	1911	50.00
	J. F. Saxon & Co., general merchandise fur-	
	nished R. F. Ensey, Engineer, Survey East	
	Side, bill of June 30, 1911	6.30
	R. F. Ensey, salary as Engineer, July, 1911	175.00
	M. T. Ensey, Front Chainman, July, 1911	60.00
	W. W. Myers, Axman, July, 1911	55.00
	J. C. Lyons, Rear Chainman, July, 1911	50.00

W. A. Hendry, Glade Boatman, July, 1911	50.00
W. S. Lowe, Glade oBatman, at \$50.00 per	
month, 12 days, July, 1911	23.07
H. E. Rogers, Axman, July, 1911	50.00
Chas. Carrington, Axman, at \$50.00 per month,	
3 days, July, 1911	5.77
Frank Burt, Axman, at \$50.00 per month, 5	
days, July, 1911	9.61
E. Rogers, Cook, July, 1911	40.00
H. E. Rodgers, Axman, at \$50.00 per month,	
6 days, June, 1911	11.52
J. G. Kimmel, Resident Engineer, July, 1911	90.00
J. H. Jacobie, Inspector, July, 1911	60.00
R. C. Hicks, salary as Engineer, July, 1911	125.00
L. B. White, salary as Launchman, July, 1911.	75.00
E. A. Croucher, salary as Dredge Inspector,	
July, 1911	60.00
Marshall Carr, salary as Dredge Inspector,	
July, 1911	60.00
Jesse Gosnell, salary as cook, July, 1911	40.00
E. L. Anderson, Chainman, at \$2.00 per day, 26	
days, July, 1911	52.00
S. M. Hicks, Rodman, at \$2.00 per day, 26 days,	
July, 1911	52.00
W. W. Kissick, Dredge Inspector, at \$2.00 per	
day, 26 days, July, 1911	52.00

The Secretary was instructed to request the Chief Drainage Engineer to instruct the Assistant Engineer on the Miami Canal to ascertain the names of the parties who have taken rock and other material from the banks of the Miami Canal, how much rock and other material such parties have taken, each, by whose authority said material was taken and whose land adjoins that portion of the banks of the canal from which this material had been taken, or removed, and report same to the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor, J. C. LUNING, Secretary.

Tallahassee, Fla., Aug. 10, 1911.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners met in joint session 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.

Minutes of previous meeting read and approved.

The Secretary opened bids submitted for cutting Cypress Creek Canal, Snake Creek Canal and Snapper Creek Canal, as per plans and specifications adopted by the Board of Drainage Commissioners and advertised to be considered on this date, and the following bids were read, as submitted:

W. S. Holloway, of Fort Landerdale, Fla.
 Snake Creek Canal.
 Earth excavation, 10 cents per cubic yard.
 Rock excavation, 22 cents per cubic yard.

R. E. McDonald, of Fulford, Fla.

Snake Creek Canal.

Earth excavation, 12½ cents per cubic yard.

Rock excavation, 20 cents per cubic yard.

Miami Engineering and Construction Company, of Miami, Fla.

Cypress Creek Canal.

Earth excavation, 12½ cents per cubic yard.

Rock excavation, 26 cents per cubic yard.

Snake Creek Canal.

Earth excavation, 10½ cents per cubic yard.

Rock excavation, 24 cents per cubic yard.

Snapper Creek Canal.

Earth excavation, 9½ cents per cubic yard.

Rock excavation, 28 cents per cubic yard.

The Miami Engineering and Construction Company made the following bid as to the entire work:

"If awarded entire contract we will contract the earth at  $10\frac{1}{4}$  cents per cubic yard and the rock at  $25\frac{1}{2}$  cents per cubic yard, and will agree to any route selected by the Trustees."

Hillsboro Dredging Company, of Tampa, Fla.

Cypress Creek Canal.

Earth excavation, 12½ cents per cubic yard.

Rock excavation, 29½ cents per cubic yard.

Snake Creek Canal.

Earth excavation, 12½ cents per cubic yard.

Rock excavation, 29½ cents per cubic yard.

Snapper Creek Canal.

Earth excavation, 14 cents per cubic yard.

Rock excavation, 31½ cents per cubic yard.

The above bid of the Hillsborough Dredging Company was made subject to the condition that the Trustees would:

- 1. Locate the Cypress Creek Canal along "Route 3," northward and entirely clear of the heavy Cypress growth.
- 2. Pay for any dredging necessary to float the dredges between the main channels of Florida East Coast Canal or Biscayne Bay to the points where the several canals will commence.
- Provide a free right-of-way through railroads and county roads for ingress and egress of the dredging plants, and
- 4. In event of delay at either railroad or county road crossings of the canals will compensate the Hillsborough Dredging Company for each day and fraction of a day so delayed, at a daily rate equal to the average gross earnings of the dredging plant for thirty days previously to its arrival at the crossings.

The Hillsborough Dredging Company will place its dredge "Holtsinger" upon the work within sixty days after being awarded the contract. The machine is equipped to operate both as a clamshell and a dipper dredge. The clamshell bucket is 2 cubic yards capacity, and the dipper 1½ cubic yards. The bucket boom is 60 feet long, the dipper boom is 40 feet long and the dipper handle 34 feet. The dredge is now at work in Indian River, near Stuart, Fla., for the United States Government, but will probably complete the contract on or before October 1, 1911.

The Trustees and the Board, after considering the bids submitted, decided to reject them all and then entered into negotiations with Mr. A. B. Sanders, the representative of the Miami Engineering and Construction Company, the bid of said company being the lowest submitted, and finally awarded the contract for the three canals, or so much thereof as the Trustees and the Board of Drainage Commissioners may decided to have done at the price of 10 cents per cubic yard for earth excavation and 25 cents per cubic yard for rock excavation.

The following resolutions were submitted and adopted:

Whereas, Experience has demonstrated that it is not safe to cut through the heavy sand banks where there is no rock in Sections Fourteen (14) and Fifteen (15) on the North New River Canal, and Sections Twenty-six (26) and Twenty-seven (27) on the South New River Canal, Township Fifty (50) South, Range Forty-one (41) East, for the purpose of draining the surface water from the adjacent lands; and

Whereas, Numerous breaks have occurred when said canal banks have been cut to put in sluices or to make openings for lateral drains, causing large quantities of sand to be eroded and washed into the main canals, forming bars that obstructs the flow and impair the usefulness of said canals, both for drainage and transportation; and

Whereas, A sluice box cannot be made large enough to take all the surface water from said lands, at times when the entire Everglades are overflowed; and

Whereas, The nature of the sand is such that it is doubtful if a sluice can be built at a reasonable cost that will withstand the pressure of the water at flood stage; now, therefore,

Be it Resolved, That no cuts or openings shall be made in said canal banks constructed, or to be constructed, by any one for any purpose, without a written permit signed by the Chief Drainage Engineer, and any one cutting such bank or in any way causing an opening to be made through said bank, without a permit, as herein provided, will be prosecuted for trespass, as provided by law.

It is further Provided, That the sluices that now exist shall be examined by the Chief Engineer, or his assistant, and if they are not properly constructed and deemed absolutely safe, they shall be removed at once by the abutting land owner and the gap be substantially closed by a suitable and efficient embankment.

If, upon examination, any of the slucies are found to be properly constructed and are deemed safe under ordinary conditions, or can be made so by proper addition and protection, they may be permitted to remain in place, but in such case each of said sluices must be closed at the inlet end with a tight coffer dam or embankment with a gate that can be closed during the period of high water so as to prevent any water from flowing through said sluices box or opening.

When said sluice boxes or openings have been examined by the engineer, a report describing their construction and condition, and setting forth specifically and in detail the work to be done thereon, shall be prepared, a copy of which heport shall be transmitted to the owner or agent of the abutting lands. Said owner or agent shall within ten days from the receipt of said notice, perform the work therein specified, to the entire satisfaction and acceptance of the engineer in charge.

In case the work is not done within the time specified the engineer shall employ laborers and tear out the sluice and fill the gap with a substantial embankment.

It is further Resolved, That permission is hereby granted by the Trustees of the Internal Improvement Fund to the owners of the adjacent lands affected by this order, to construct lateral ditches, on a course to be approved by the Chief Engineer, to some convenient point along said canal, where there is a rock bottom under the earth or sand, at an elevation above law water in the canal, at which point an opening may be made in the canal bank, under the direction of the engineer, to take the drainage from said lands.

Mr. L. R. Smoak, of Pompano, Fla., presented a petition signed by 38 residents of Pompano, requesting that the West Fork of the Cypress Canal be adopted as the route for the Cypress Creek Canal to be excavated. The Chief Drainage Engineer presented a map showing a survey of three proposed routes for the said canal. Said map showing that the route requested adopted by the petitioners would cost \$4,000.00 more than the route recommended by the Chief Drainage Engineer and adopted, and the Chief Drainage Engineer stating that in his opinion the requested route would not carry off anything like the water the route recommended and adopted would, while costing \$4,000,00 more to construct, it was decided that it would be inadvisable to adopt the route requested.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., August 12, 1911.

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 estimate of the work done by the Furst-Clark Construction Company for the month of July, 1911, was submitted and approved, showing that during said month 615,589 cubic vards of earth and 32,025 cubic yards of rock had been excavated, making a total number of cubic yards of earth and rock excavated for the month of July, 1911, of 647,614 cubic yards at the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock, amounting to \$55,652.12. Deducting the 10% reserved under the contract, leaves the amount of \$50,086.90 now due, which was approved and ordered referred to the Board of Drainage Commissioners for their consideration.

A bill of the Furst-Clark Construction Company showing that the amount of \$9,568.77 was due them on lock construction, approved by the Chief Drainage Engineer, was approved and ordered referred to the Board of Drainage Commissioners for their consideration.

Secretary presented drafts of contracts between the Trustees and the Gulf Refining Company, of Atlanta, Ga., for the purchase of a maximum amount of 4,000 and a minimum amount of 3,000 gallons of gasoline to be delivered to the representatives of the Trustees at Fort Myers and Miami, Fla., during the year from August 8, 1911, and August 8, 1912, at a price of 12½ cents per gallon, and he was instructed to execute said contract in triplicate and forward same to the Gulf Refining Company for their signature.

The Trustees then adjourned.

Attest:
J. C. LUNING.

ALBERT W. GILCHRIST,

Governor.

Secretary.

Tallahassee, Fla., Aug. 15, 1911.

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.

Hon. C. M. Cooper appeared before the Trustees in behalf of the Florida Coast Line Canal and Transportation Company, and represented that the resolutions adopted by the Trustees on June 30, 1911, relative to the probable change of custodianship of the notes and mortgages given by J. M. Barrs to said Canal Company for the purchase of 117,160 acres of land, approximately, embraced in a deed from the Trustees to said Canal Company, which was being held by the Barnett National Bank, of Jacksonville, Fla., in escrow, were not sufficiently broad to enable the Canal Company to negotiate the said Barrs notes satisfactorily to all parties interested, whereupon the following resolutions were adopted:

Resolved, That the Resolutions of this Board, adopted on the 30th day of June, 1911, concerning the discounting of the Barrs notes, made to the Florida Coast Line Canal and Transportation Company, be amended by inserting at the end of the paragraph which begins with the word, "Resolved," and ends with the words "entered into between the Trustees of the Internal Improvement Fund and the Canal Company," the following words: "In case such arrangement shall not be made to discount all of the Barrs notes, that the proceeds of any of the Barrs notes that may be discounted as above mentioned, and the mortgage or mortgages securing the note or notes which shall be so discounted, or arranged to be discounted, shall be deposited with the First National Bank of St. Augustine, or with such other substituted bank as above mentioned. That the Barnett National Bank of Jacksonville deliver to

the First National Bank of St. Augustine said fund, or the notes that may be discounted or arranged to be discounted, and the mortgage or mortgages securing the same, in compliance with these resolutions," so that said resolutions as amended shall read as follows:

"Whereas, On January 29th, 1910, a contract was entered into between the Florida Coast Line Canal and Transportation Company and J. M. Barrs, of Jacksonville, by which it was agreed that on the release of certain deeds then held in escrow by Bion H. Barnett, the Canal Company, in whose favor the deeds were made by the State, would convey to Barrs certain tracts of land aggregating 150,000 acres; and

Whereas, In December, 1910, one of the deeds above mentioned was released to the Canal Company by agreement with the Trustees of the Internal Improvement Fund under certain conditions and restrictions as to the use of money received for the property. The deed released covered 117,160 acres approximately and the said lands were at once conveyed to Barrs, who paid one-quarter of the purchase price in Cash and the balance in Notes bearing interest at the rate of 6 per cent, per annum, said notes being secured by mortgages on the property. In accordance with the agreement with the Board of Trustees, the Canal Company deposited with the Barnett National Bank of Jacksonville the cash payment, notes and mortgages, in order to create a fund to be used for Canal construction purposes under the direction of Mr. J. O. Wright as engineer representing the Trustees. This fund, as already stated, is composed of cash and notes, and it appearing that it will soon become necessary to discount said notes in order to provide funds for construction expenses, and it being represented to the Trustees of the Internal Improvement Fund that the Barnett National Bank, the present holder of this fund, is not disposed to discount these notes, and it may be found necessary to change the custodian of the fund in order to get the notes discounted, in order to aid the Canal Company to carry forward the necessary work of construction and maintenance, it is, therefore,

Resolved. That the said Trustees hereby sanction the discounting of said notes, or any of them, at the face value of the principal of said notes, or any of them, so discounted for the purposes aforesaid and their endorsement by said Canal Company and their delivery to the party or parties, who shall discount the same, and that the proceeds thereof and said fund may be changed and transferred to the First National Bank of St. Augustine or some other bank in the State of Florida (such institution to be approved of by this Board of Trustees) if the substituted bank will itself, or through its agents or friends, place the Canal Company in a position to discount all of the Barrs notes and agree to hold the fund subject to the order of the Canal Company, and upon the approval of the Chief Drainage Engineer, J. O. Wright, representing the Trustees, until further order of the Trustees, in accordance with the agreement of October 29th, 1910, entered into between the Trustees of the Internal Improvement Fund and the Canal Company.

In case such arrangement shall not be made to discount all of the Barrs notes, that the proceeds of any of the Barrs notes, that may be discounted as above mentioned, and the mortgage or mortgages securing the note or notes which shall be so discounted, or arranged to be discounted, shall be deposited with the First National Bank of St. Augustine, or with such other substituted bank as above mentioned. That The Barnett National Bank of Jackson-ville deliver to the First National Bank of St. Augustine said fund, or the notes that may be discounted or arranged to be discounted, and the mortgage or mortgages securing the same, in compliance with these resolutions.

This resolution being adopted with the understanding

that the Trustees of the Internal Improvement Fund shall in no wise be liable to the bank or party discounting said notes.

And the Secretary is hereby instructed to forward a copy of this resolution to The Barnett National Bank and the Florida Coast Line Canal and Transportation Company, for their information."

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., Aug. 26, 1911.

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 meeting of Aug. 10th, 12th and 15th read and approved.

Hon. W. H. Ellis, Counsel, appeared before the Trustees in the matter of the suit of Chas. H. Root v. John J. Cordner and the Trustees of the Internal Improvement Fund, a decree in which case was entered by the Judge of the 7th Judicial District on May 10th, 1911, ordering the Trustees to deed certain lands mentioned in the decree to the complainant, Chas. H. Root.

Mr. Ellis advised that the Trustees take an appeal from said decree, and the Attorney General concurring in the advice of Mr. Ellis, the Trustees instructed Mr. Ellis and the Attorney General to proceed in the matter of taking an appeal from said decree.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., August 29, 1911.

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.

The Secretary presented a statement from the Barnett National Bank, of Jacksonville, Fla., showing that said bank had delivered to the First National Bank, of St. Augustine, Fla., in accordance with resolutions adopted by the Trusteesof the Internal Improvement Fund, on the 1st day of July, 1911, and the 15th day of August, 1911, notes given by J. M. Barrs to the Florida Coast Line Canal and Transportation Company for the following amounts: \$8,727.70; \$8,701.00; \$8,596.79; \$6,914.98; \$6,738.21 and \$7,161.41, each of said notes maturing on or before January 1, 1912; also six mortgages, each securing, among other notes, one of the notes mentioned above, which

mortgages bear date of November 18, 1910, and are made by said Barrs to said Canal Company, each of the mortgages being secured by certain lands lying and being in Palm Beach County, Florida, said mortgages being recorded respectively in the public records of Palm Beach County, as follows:

> Book 4 of mortgages, page 123. Book 4 of mortgages, page 128. Book 4 of mortgages, page 133. Book 4 of mortgages, page 138. Book 4 of mortgages, page 142 Book 4 of mortgages, page 147

The above notes and mortgages being a portion of the notes and mortgages referred to in the resolutions adopted by the Trustees on July 1, 1911, and August 15, 1911. Accompanying the statement was one of triplicate receipts from the Vice-President of the First National Bank, of St. Augustinfie acknowledging receipt of the above described notes and mortgages from the Barnett National Bank, of Jacksonville, Fla.

The Secretary was directed to file the statement and receipt.

The Secretary was instructed to have 500 of the following notices printed, on cloth, in type of a sufficient size to make said notices sufficiently legible to parties traveling on the canals, and to have one notice placed at intervals of one-fourth of a mile apart, alternating the notices consecutively on the banks of said canals.

# Trespass Notice.

All persons are hereby warned against trespassing in any manner upon the right-of-way of the canal under penalty of law. Said right-of-way consists of 130 feet from the center of the canal on each side.

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

> ALBERT W. GILCHRIST, Governor and Chairman.

J. C. LUNING, Secretary.

The Trustees then adjourned.

Attest:
J. C. LUNING,

. C. LUNING, Secretary. A. C. CROOM, Acting Chairman.

Tallahassee, Florida, August 30, 1911.

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.

Letters from Senators Fletcher and Bryan and also from Mr. Thos. E. Will, President of the Florida Everglades Homebuilders Association of Washington, D. C., were presented, in reference to Senate Document No. 89, now being issued by the United States Government, and it being shown from said letters that the said Senate Document was the most complete and comprehensive publication known relative to the reclamation of the Everglades, dating back to the resolutions by the Legisla

ture of this State, adopted in the year 1847, relative to said reclamation, and coming on down containing all official reports on said subject, both National and State to date; that said Document would contain about 200 pages and could be secured through the Florida Senators for \$50.75 for the first 250 copies and for \$6.30 per hundred for each additional one hundred copies ordered, and if as many as 10,000 copies were ordered that said amount could be obtained at a less reduction than the above figures. The Secretary was instructed to wire Senators Fletcher and Bryan to order 10,000 copies of Senate Document No. 89 for the Trustees of the Internal Improvement Fund, informing said Trustees of the cost of same when check would be mailed to cover said cost.

The Commissioner of Agriculture presented the application of Mrs. Mary Powell, of Lake City, Florida, to purchase the N. E. ¼ of N. E. ¼ of Section 17, Township 5 South, Range 18 East, showing that this property was purchased once from the Trustees of the F. A. & G. Ry. Co. on May 5th, 1863. It developing that the said Railroad Company did not own this land, the title still remaining in the State, in view of this fact the Commissioner was instructed to notify the applicant that the Trustees would sell her the land described for \$2.00 per acre.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Florida, August 31, 1911.

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.

A letter was presented from Fort Myers Board of Trade stating that they were informed that the Furst-Clark Construction Company would have a dredge going up the Caloosahatchee River into Lake Okeechobee within the next two weeks and requesting the Trustees to arrange to have this dredge remove some of the rock and earth in the canal between Fort Thompson and the Lake, while in the river.

The Secretary was instructed to notify the Board of Trade of Fort Myers that the Trustees had no authority to have the Furst-Clark Construction Company do the work requested. That said Company was under contract with the Trustees to complete a system of canals within a certain time under penalty. That the said Company was now behind with its work, that land had been sold upon the assurance that the canals would be completed upon contract time, and that to deflect any of the dredges of the said Company for any length of time from this work might jeopardize the validity of the contract and would also place the Trustees in the possible attitude of acting in bad faith to purchasers of large bodies of Ever glade lands.

Whereas, S. E. Cobb, of Jacksonville, Florida, to whom all of the unsurveyed parts of Sections five (5), six (6), seven (7), seventeen (17) and eighteen (18) in township three (3) south, range twenty-nine (29) east, containing 1,360 acres, more or less, was awarded under competitive bids on June 27, 1911, for the sum of three (3) dollars per acre and the further consideration that a

plant for the extraction of certain chemicals from the soil of said land, to cost approximately \$125,000.00, should be erected on said land and \$10,000.00 of said \$125,000.00 should be spent within one year from the 1st day of July, 1911, the Trustees agreeing to execute to said Cobb a bond for title to said land upon the cash payment of said three (3) dollars per acre, has requested that said bond for title be made to Wilfred Beswick, of Stockton-on-Tees, County of Durham, England, and that the time limit for the expenditure of the \$10,000.00 called for to be expended within one year from the 1st day of July, 1911, be changed to one year from the date of the execution of the bond for title to said Beswick; therefore, be it

Resolved, That in accordance with the request of S. E. Cobb, it is hereby ordered that a bond for title to the unsurveyed parts of Sections five (5), six (6), seven (7), seventeen (17) and eighteen (18), in township three (3) south, range twenty-nine (29) east, be executed to Wilfred Beswick, of Stockton-on-Tees, County of Durham, England, and delivered to said Beswick, or his authorized representative, upon the payment of three (3) dollars per acre for said land.

The Secretary was instructed to mail a certified copy of this resolution together with the bond for title to the First National Bankof St. Augustine, as per instructions of the agent of Mr. Wilfred Beswick.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman. J. C. LUNING, Secretary.

Tallahassee, Fla., September 1, 1911.

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.

The following bills were presented, approved and ordered paid:

J. C. Luning, salary as Secretary, August, 1911	166.67
Mary Herrin, salary as Stenographer to Secre-	
tary, August, 1911	75.00
John T. Costa, salary as Chief Clerk Land Department, August, 1911	150.00
W. H. Ellis, salary as Counsel, August, 1911.	208.34
P. T. Nicholson, one Regulator Clock for office Secretary, bill of Sept. 1, 1911	9.00
Z. T. Merritt, Clerk Circuit Court, Dade County, costs in case Root v. Cordner et al.,	20.07
bill of Aug. 10, 1911	20.07
velopes for Land Department, bill of Aug. 30, 1911	128.04

The following bills were approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

John McDougall, Postmaster, to 100 4c stamps	
and 300 2c stamps, bill of Sept. 1, 1911\$	10.00
Labelle Boat and General Repair Shop, labor	
and supplies in repairing launch "RE-	in a
VERE," bill of Aug. 1, 1911	45.75

Labelle Mercantile and Hardware	
Company, supplies furnished Engineer J. W. Newman, bill of Aug.	
9, 1911\$ 61.70	
bill of Aug. 12, 1911 6.14	
bill of Aug. 12, 1911	
	\$68.19
U. T. Hungerford Brass and Cop-	
per Company, corner markers,	
bills of Aug. 8, 1911, for	and
	\$264.94
Schoemaker's Stables, freight and hauling freight, bill of Aug. 28, 1911	10.26
Park Trammell, expenses official trip of in-	
spection Drainage Operations, July 16-30,	
inclusive, 1911	37.75
Frank T. Budge, hardware furnished Engineer	
R. C. Hicks, for launch "Dixie," bill of Aug.	
1, 1911	33.19
Stranahan & Company, supplies for launch, bill	
of July 31, 1911	4.93
Palace Market, meats furnished Engineer R. C.	
Hicks, account State Quarter Boat, bill of	
Aug. 4, 1911	14.25
Everglade Grocery Company, supplies furnish-	
ed State Quarter Boat, bill of Aug. 1, 1911	44.70
Berryhill-Cromartie Company, subsistence for	
Field Party under Engineer R. C. Hicks, bill	
of Aug. 1, 1911	13.46
New River Transportation Company, for haul-	
ing 5 drums of gasoline from Miami, bill of	
Aug. 11, 1911	5.00
C. D. Leffler, Agent, 5 drums gasoline furnished	
Engineer R. C. Hicks, bill of Aug. 1, 1911	35.10

F. E. C. Ry Co., transportation of freight and demurrage on same, bill of July 5, 1911	225.50
	220.00
Gulf Refining Company, balance due on gaso-	45.76
line Aug. 1, 1911	40.70
H. & W. B. Drew Company, sup-	
plies for office Chief Drainage En-	
gineer, bill of July 29, 1911\$ 4.85 Bill of Aug. 10, 1911 3,00	
Bills of Aug. 22, 1911	
Bill of Aug. 24, 1911 1.50	
Dili of Aug. 24, 1911	\$21.59
Tabella Wassantila and Handman	-
Labelle Mercantile and Hardware Company, supplies furnished En-	
gineer J. W. Newman, bill of Aug.	
22, 1911 \$42.20	
Supplies furnished Engineer El-	
liot, bill of July 17, 1911 13.86	
110t, bill of 5 tty 11, 1511	\$56.06
C. D. Insland amplies funnished Engineer I	
G. F. Ireland, supplies furnished Engineer J. W. Newman, bill of Aug. 1, 1911	8.83
	0.00
Western Union Telegraph Company, bill for	2.60
July, 1911, service	3.60
Middle Florida Ice Company, 7 bottles Dis-	
tilled Water for office Chief Drainage Engi-	1 75
neer, bill of Aug. 1, 1911	1.75
Furst-Clark Construction Company,	
labor and materials furnished	
State Surveyor on Dredge	
"Miami," bill of Aug. 1, 1911 \$10.50	
Board for Inspectors and State men, July, 1911	
men, July, 1911 107.00	\$117.50
M. I. Hoise solony as Lock Inspector Avenut	φ111.00
M. L. Heiss, salary as Lock Inspector, August, 1911	90.00
1011	00.00

J. O. Wright, salary as Chief Drainage Engineer, August, 1911	416.67
J. G. Kimmel, expenses incurred in connection with the Miami Canal and the Snapper Creek Survey,	125.00
July, 1911       \$32.50         Salary as Resident Engineer, August, 1911       90.00	
	\$122.50
J. H. Jacobie, salary as Inspector, August, 1911 J. W. Newman, to board of self and	60.00
party, August, 1911 \$22.75 Salary as Assistant Engineer, Au-	
gust, 1911 125.00	
	\$147.75
B. C. Dyess, compass and launch man, at \$3.00	
per day, 27 days, August, 1911	81.00
Ben Waldron, chain and axeman, at \$2.00 per	
day, 27 days, August, 1911 Earl Murray, chain and axeman, at \$2.00 per	54.00
day, 21 days, August, 1911\$ L. Howard, chain and axeman, at \$2.00 per day,	42.00
8 days, August, 1911	16.00
August, 1911	46.50
\$5.00 per day, 2 days, August, 1911	10.00
R. F. Ensey, salary as Engineer, August, 1911 R. C. Hicks, expense incurred on State Survey,	175.00
August, 1911	12.90
The Trustees then adjourned.	
Attest: A. C. CRC	ом,

J. C. LUNING, Secretary. A. C. CROOM, Acting Chairman.

# Tallahassee, Florida, September 4, 1911.

The Trustees of the Internal Improvement Fund met in the office of the Comptroller 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.

The Secretary presented a letter from the Secretary of the Board of Trade of Fort Lauderdale, Florida, with a petition from said Board of Trade requesting the Trustees to have the lock now being constructed by them on the North New River Canal made 22 feet wide by 125 feet clear in the chamber of the lock.

The Secretary was instructed to write the Secretary of the Fort Lauderdale Board of Trade that two of the Trustees and the Chief Drainage Engineer were out of the city. That upon their return the matter would be taken up and given consideration.

The Secretary also presented a letter from Mr. R. M. Price, of Kansas City, Mo., returning deed No. 16318, executed by the Trustees to R. P. Davie on June 26, 1911, to lots constituting the South one-half of Section twenty-seven (27) in township fifty (50) South, range forty-one (41) east, exempting from said deed 260 feet for the right-of-way of the South New River Canal, which runs through said land, in which Mr. Price states that Mr. Davie was willing to consent to the deduction of this 260 feet through which said canal runs, provided the Trustees would make good the deduction of acreage on account of, said 260 feet in other lands, and the Secretary was directed to write Mr. Price that final action on this matter was deferred pending a full meeting of the

Trustees, two members being absent, but that those Trustees present considered his proposition favorably.

The Secretary also presentd a letter from Hon. F. B. Carter to Hon. W. V. Knott, State Treasurer, requesting certain information. The consideration of this letter was deferred until there could be a full meeting of the Trustees with Counsel of the Trustees present.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING. Secretary.

Tallahassee, Florida, September 9, 1911.

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, B. E. McLin was made Chairman.

Minutes of August 26th, 29th, 30th, 31st and September 1st and 4th, 1911, were read and approved.

Mr. — Havens, of Jeffrson County, Florida, appeared before the Trustees with his counsel, Hon. F. T. Myers, and offered to purchase the N. E. ¼ of S. E. ¼ and the S. E. ¼ of the S. W. ¼ of Section 32, Township 1 North, Range 6 East, offering \$1.25 per acre for said land; also producing the affidavits of the Tax Assessor of Jefferson County, in which the land is located, and the affidavits of two other residents of said County to the

effect that they considered \$1.25 per acre for said land all it was worth, the major portion of the land being in a swamp and uncultivatable without drainage.

There being only three of the Trustees present, and Mr. Havens stating that there was no need of haste in the matter, it was decided to postpone final action until a full meeting of the Trustees could be had.

The Secretary presented the financial statement and disbursements for the month of August, 1911, which were read and approved:

· Financial Statement for the Month of August, 1911.

-\$408,841.62

By disbursements for August, 1911	58,452.86
To balance on hand August 31, 1911	10,388.76
Reconcilement.	
To cash and cash items in hands of Secretary \$ 1,000.00  To cash in banks	10,388.76
Distributed in following banks:	
Capital City Bank, Tallahassee, Fla  First National Bank, St. Petersburg, Fla  Exchange National Bank, Tampa, Fla  Florida National Bank, Jacksonville, Fla  Bank of Bay Biscayne, Miami, Fla  Barnett National Bank, Jacksonville, Fla  Bank of Palm Beach, West Palm Beach, Fla  Hillsboro State Bank, Plant City, Fla  Atlantic National Bank, Jacksonville, Fla  Gainesville National Bank, Gainesville, Fla  Citizens Bank, Madison, Fla  First National Bank, Tampa, Fla  First National Bank, Gainesville, Fla  First National Bank, Miami, Fla	22,460.34 5,449.63 5,167.53 18,534.67 73,952.89 10,369.76 91,426.72 6,094.00 9,135.00 22,890.69 5,000.00 4,050.16 10,000.00 4,045.70 11,481.70 10,125.40 7,099.38 4,000.00 9,105.19 4,000.00 5,000.00 5,000.00

Disbursements for the Month of August, 1911.

	nount
2626—J. C. Luning, services as Secretary, July, 1911	166.66
2627—Mary Herring, services as Stenog-	75.00
rapher to Secretary, July, 1911 2628—John T. Costa, services as Chief	15.00
Clerk in Land Department, July, 1911	150.00
2629—W. H. Ellis, services as Counsel for Trustees, July, 1911	208.33
2630—I. N. Withers, salary and expenses as State Selecting and Inspecting	
Agent, July, 1911	186.45
2631—General Land Office, 33 photolitho- graphic copies of Township Plats,	
for Land Department	8.75
Land Department, bill of August,	.50
2633—L. E. Bryan, Clerk Circuit Court, Lafayette County, rec. deed from	
L. & N. R. R. Co., to Trustees, bill	1 50
of August 3, 1911	1.50
for work done on canals, July, 1911 50, 2635—Furst-Clark Construction Company,	086.90
for material and labor furnished in Lock Construction, July, 1911 9,	568.77

\$ 68,452.86

The Trustees then adjourned.

Attest: B. E. McLIN, Acting Chairman. J. C. LUNING, Secretary.

# Tallahassee, Fla., September 13, 1911.

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 September 9th, 1911, read and adopted.

The Secretary presented the estimate of work done by the Furst-Clark Construction Company in excavating in the Everglades for the month of August, 1911, said estimate showing that said Company had excavated during said month 370,348 cubic yards of earth and 6,075 cubic yards of rock, at the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock, amounting to \$30,842.84. Reserving the sum of \$3,069.21, as per the provisions of the contract, leaving the sum of \$27,773.63 due and payable to said Company for work during the month of August, 1911.

The estimate was accepted and secretary instructed to refer same to the Board of Drainage Commissioners for their consideration.

In compliance with instructions of the Trustees, the Secretary presented the following clause, prepared by the counsel for the Trustees, for insertion in all future deeds executed by the Trustees.

"And further saving and reserving unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-

way or dyke that may be made and constructed on said land by the said Trustees of the Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid, and the exclusive right to take, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land."

It was ordered that the clause quoted above be adopted to be inserted in all future deeds, executed by the Trustees, and the Secretary was instructed to furnish the Commissioner of Agriculture with a copy of same, with a request that he have a sufficient number of blank deed forms printed containing the said clause.

The following bills were submitted, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

Saxon & Company, general merchandise furnished Engineer R. F. Ensey, bill of July 17, 1911	6.30
W. J. Cathcart, general merchandise furnished	0.50
Engineer R. F. Ensey, bill of Sept. 1, 1911.	64.07
Labelle Boat and General Repair Shop, for labor on launch "Revere," bil of Sept. 1, 1911	6.75
The Faber Bros. Company, fresh meats, etc., furnished Engineer R. F. Ensey, bill of August 1, 1911	61.49
Gulf Refining Company, gasoline furnished on contract, bill of Aug. 28, 1911	54.00
G. F. Ireland, propeller for launch, bill of Sept. 1, 1911	20.00
Coffin Valve Company, 9, 5'x4' Rectangular Sluice Gates for Lock Construction, bill of	
June 21, 1911	1,215.00

Capital City Bank for T. J. Apple- yard, to 1,000 blanks, bill of Sept.	
6, 1911 \$ 8.50	
To 500 posters, bill of Sept. 5 28.00 To 2,000 2nd sheets, bill of Sept. 5 2.60	
10 2,000 2nd sheets, bill of Sept. 5 2.00	\$39.60
Reed A. Bryan, to hire of team from April 9th, 22 days, at \$3.00 per	400.00
day	
To hire of team from Aug. 1st, 31	
day, at \$3.00 per day 93.00	159.00
	109.00
Labelle Boat and General Repair Shop, sup-	
plies furnished Engineer F. C. Elliot, bill of Aug. 18, 1911	43.90
	45.30
W. R. Cason, to hire of launch, 10 days, at \$5.00 per day	50.00
Western Union Tel. Co., bill for August, 1911	16.55
Southern Express Company, bill for August,	10.00
1911	2.54
J. T. Zeigler & Co., supplies furnished Engineer	2.04
R. F. Ensey, Survey East Side, bill of July	
24-Aug. 12, 1911	63.35
A. G. Roan, to use of launch, for Engineer En-	00.00
sey, bill of May 27, 1911	9.00
Bowers Bros., groceries furnished Engineer R.	
F. Ensey, bill of Aug. 2, 1911	14.90
H. & W. B. Drew Company, Cross	
Section paper for Engineer Hicks,	
bill of Aug. 22, 1911 \$ 4.08	
Supplies for office of Secretary,	
bill of Sept. 1, 1911 1.50	
1 record book for minutes, bill of	
Aug. 30, 1911 16.40	
The state of the s	\$21.98

Labelle Mercantile and Hardware	
Company, supplies furnished En-	
gineer J. W. Newman, bill of Aug.	
14, 1911 \$ 6.14	
Supplies furnished Engineer F. C.	
Elliott, bill of Aug. 18, 1911 26.35	
Supplies furnished Engineer J.	
W. Newman, bill of Aug. 23, 1911 33.70	
	66.19
M. L. Heiss, expense account as Lock Inspect-	
or, August, 1911	45.15
F. C. Elliott, expense account incurred as En-	
gineer, August, 1911	53.60
F. C. Elliot, salary as Engineer, at rate of	
\$175.00 per month, 18 days, August, 1911	121.14
G. V. Scott, salary as Levelman, at \$2.50 per	
day, 18 days, August, 1911	45.00
L. W. Howard, Rodman, at \$2.00 per day, 9	
days, August, 1911	18.00
B. H. Whidden, Rodman, at \$2.00 per day, 9	
days, August, 1911	18.00
C. L. Blount, Cook, at \$2.00 per day, 102-3	
days, August, 1911	21.33
L. W. Howard, Cook, at \$1.50 per day, 8 days,	
August, 1911	12.00
G. L. Harris, Rodman, at \$50.00 per month, 17	
days, July, 1911	32.69
M. T. Ensey, Front Chainman, August, 1911	60.00
J. C. Lyons, Rear Chainman, August, 1911	50.00
W. W. Myers, Axeman, August, 1911	55.00
W. A. Hendry, Axeman, August, 1911	50.00
H. E. Rodgèrs, Axeman, August, 1911	50.00
G. L. Harris, G. Boatman, August, 1911	50.00
Frank Burt, Axeman, at \$50.00 per month, 3	5.77
days, August, 1911	40.00
11. Hougers, Cook, August, 1911	10.00

Wm. Ashley, G. Boatman, at \$50.00 per month,	
14 days, August, 1911	26.91
R. C. Hicks, salary as Assistant Engineer, Au-	
gust, 1911	125.00
L. B. White, Launchman, at \$75.00 per month,	
20 days, August, 1911	57.69
E. A. Croucher, Dredge Inspector, at \$60.00 per	
month, August, 1911	60.00
Marshall Carr. Dredge Inspector, August, 1911	60.00
E. L. Anderson, Chainman, at \$2.00 per day, 15	
days, August, 1911	30.00
S. M. Hicks, Rodman, at \$2.00 per day, 27 days,	
August, 1911	54.00
W. W. Kissick, Dredge Inspector, August, 1911	60.00
C. R. Barkoskie, Cook, at \$1.33\frac{1}{2} per day, 12	
days, August, 1911	16.00
L. E. Wright, Cook, at \$1.33\frac{1}{3} per day, 20 days,	
August, 1911	26.67
D. C. Driggers, Launchman, at \$60.00 per	20.01
month, 11 days, August, 1911	25.38
J. P. Hunter, Chainman, at \$2.00 per day, 10	20.00
days, August, 1911	20.00
Furst-Clark Construction Company, meals fur-	20.00
nished men on dredges for the month of Au-	
gust, 1911	101.25
	101.20

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

A. C. CROOM, Acting Chairman.

Tallahassee, Florida, September 16, 1911.

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.

The Secretary presented an extract from a letter from Mr. R. F. Ensey, surveyor in the Everglades, on the East Side, to the Chief Drainage Engineer, in which he stated that he had been informed that the Indians hunting in the Everglades, who frequented Fort Lauderdale, had been pulling up the metal corner posts put down by him in locating the township and range lines and using them at their camp fires to cook upon. Requesting that some steps be taken at once to have this practice, which would cause a great amount of additional work and expense, stopped.

The Trustees instructed the Secretary to call the attention of the Governor to this matter, requesting him to notify the sheriff of Dade County, the county in which the said mischief is said to have been done, to use every possible effort to apprehend the persons guilty of the offense, so that they might be punished for same, believing that if this was promptly done that it would have a salutary effect and thus stop a depredation which would cause a great amount of trouble and expense to remedy.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Florida, September 26, 1911.

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.

Hon. A. C. Croom was made Chairman.

Minutes of September 13th and 16th, 1911, read and approved.

The following telegram received from the Miami Engineering and Construction Company, of Miami, Florida, was read:

"Miami, Florida, September 26, 1911.

Trustees Intrnal Improvement Fund:

Preparing to move our dredge into canal. Land owners south side of North Canal complaining about water overflowing their lands, preventing them cropping this season. Major Wright submitted two plans, one into North Canal, making dam with sheet piling, the other cutting across from North to South Canal by Pine Island. We offer to close up gap south side canal from dam to Pine Island and cut canal from North to South Canal along Pine Island at 6 cents per cubic yard. Believe this would benefit any truckers who will be overflowed. Wire if you will contract,

(Signed.)

Miami Engineering and Construction Company."

After a thorough discussion of the matter the matter the Chief Drainage Engineer was instructed to ascertain the distance, cost, etc., of cutting a canal 30 feet wide and 3 feet deep from the North New River Canal to Pine Island and report as soon as said facts are ascertained and the Secretary directed to send the following wire to the Miami Enginering and Construction Company:

"September 26, 1911.

"Miami Engineering and Construction Company, Miami, Florida:

"Trustees have instructed Chief Engineer to investigate matter of cutting canal by your Company from North Canal to Pine Island and report cost of same and other particulars, when you will be communicated with further.

(Signed) J. C. LUNING, Secretary."

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Florida, October 2, 1911.

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 bills were presented, approved and ordered paid:

J. C. Luning, services as Secretary, Septem-	
ber, 1911\$	166.66
Mary Herring, services as Stenographer to	
Secretary, September, 1911	75.00
John T. Costa, services as Chief Clerk in Sales-	
man's office, September, 1911	150.00

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

W. H. Ellis, services as Counsel, September, 1911	208.34
J. O. Wright, services as Chief Drainage Engineer, September, 1911	416.66
G. C. Pierce, services as Office Engineer, September, 1911	125.00
R. C. Hicks, expense account for September, 1911, as Engineer	27.30
M. L. Heiss, salary as Lock Inspector, September, 1911	90.00
R. F. Ensey, salary as Engineer, September, 1911	175.00
John W. Newman, expense account as Engineer, September, 1911	19.00
John W. Newman, salary as Engineer, September, 1911	125.00
B. C. Dyess, Launch and Line man, at \$3.00 per day, 26 days, September, 1911	78.00
Ben Waldron, Chain and Axman, at \$2.00 per day, 26 days, September, 1911	52.00
Earl Murray, Chain and Axman, at \$2.00 per day, 14 days, September, 1911	28.00
Tom Russ, Chain and Axman, at \$2.00 per day, 17 days, September, 1911	34.00
Lonnie Howard, Chain and Axman, at \$2.00 per day, 5 days, September, 1911	10.00
<ul><li>W. S. Dowell, Cook, at \$1.50 per day, 30 days,</li><li>September, 1911</li><li>F. C. Elliot, salary as Engineer, September,</li></ul>	45.00
1911	175.00

1911	175.00
T. J. Langford, Ax and Chainman at \$2.00 per day, 25 days, September, 1911	50.00
J. G. Langford, Cook, at \$2.00 per day,18 days, September, 1911	36.00
Frank Mathis, Ax and Chainman, $23\frac{1}{2}$ days, at \$2.00 per day, September, 1911	47.00
H. Munch, Axman, at \$2.00 per day, 25½ days, September, 1911	51.00
Wm. Morrison, Axman, at \$2.00 per day, $22\frac{1}{2}$ days, September, 1911	45.00
B. Coleman, Axman, at \$2.00 per day, 7 days September, 1911	14.00
Roan L. Wall, Axman, at \$2.00 per day, 15½ days, September, 1911	31.00
J. O. Wright, expenses incurred as Chief Drainage Engineer on trip of inspection July 17-29,\$29.70	
September 15-20, 1911 45.05—	- 74.75
W. H. Ellis, expenses incurred as Counsel from February 25 to July 13, 1911	33.75
McGinley Bros. Co., supplies furnished account Lake Worth Canal, bill of July 31, August 17, 1911	69.75
Miami Yacht and Machine Company, supplies furnished Engineer R. C. Hicks, account	
launches, bill of August 31, 1911  New River Transportation Company, freight on	4.50
gasoline furnished Engineer R. C. Hicks, bill of September 2, 1911	3.00
Stranahan & Company, supplies furnished Engineer R. C. Hicks, bill of August 19-30, 1911	5.05

fresh meats furnished Engineer R. C. Hicks, bill of August 31, 1911	12.95
Everglade Grocery Company, groceries furnished Engineer R. C. Hicks, August 4-31, 1911	41.55
Frank T. Budge, supplies furnished Engineer R. C. Hicks, bill of September 1, 1911	6.84
Berryhill-Cromartie Company, groceries furnished Enginer R. C. Hicks, bill of September 1, 1911	53.10
Labelle Mercantile and Hardware Com-	00.10
pany, groceries furnished Engineer J.	
W. Newman, bill of September 7,	
1911	
bill of September 9, 1911 1.75	
bill of September 21, 1911 21.75—	72.03
H. & W. B. Drew Company, supplies furnished office Chief Drainage En- gineer, bill of September 11, 1911\$ .60	
bill of September 12, 1911	
bill of September 19, 1911	4 F 20
bill of September 26, 1911 15.00—\$	17.23
J. G. Kimmel, expense account as Resident	
Engineer, August, 1911\$18.00	
expense account as Resident Engineer, September, 1911 6.00	
salary as Resident Engineer, at rate of	
\$90.00 per month, 12 days, S eptember,	
1911	69.06
Burroughs Adding Machine Co., 12 rolls paper,	02.00
bill of September 1, 1911	.80
R. L. Wall, team and driver, 1½ days, at \$4.25	.00
per day, for use of Engineer Geo. O. Butler	6.38

G. G. Strohm Company, supplies furnished Engineer Geo. O. Butler, bill of August 31, 1911	89.39
S. J. Bryan, one double team for 9 days, at \$5.00 per day, for use of Engineer Geo. O. Butler, bill of August 31, 1911	45.00
James Miller, on one sounding rod, for use of Engineer Geo. O. Butler, bill of August 1, 1911	1.75

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor, J. C. LUNING, Secretary.

Tallahassee, Fla., Oct. 3, 1911.

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.

W. V. Knott, Treasurer.

Park Trammell, Attorney General.

B. E. McLin, Commissioner of Agriculture.

W. H. Marshall and J. G. Ewing, of Fort Lauderdale, and Captain Menge, of Fort Myers, appeared before the Trustees, requesting that the lock now being constructed in hhe North New River Canal be extended to 125 feet in length.

The Governor instructed the Secretary to read the following report of the Chief Drainage Engineer upon the advisability and cost of said extention: "Office Chief Drainage Engineer.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Fla.

Gentlemen :-

In compliance with your instructions to ascertain whether or not there is a necessity for increasing the locks now being constructed from 22' by 83' to 125' and the cost of such increase, I beg leave to submit the following conclusions:

The canals now being constructed in the Everglades are primarily drainage canals. The District was organized and the canals are being cut for the purpose of draining the land. These canals were designed to carry a certain amount of water from Lake Okeechobee and to furnish an outlet for the drainage of the lands on either side of these canals back for a distance of about four miles. In order to do this, the proper size and depth of the canals were determined, and they were established with a uniform grade from Lake Okeechobee to tide water.

The surface of the lands through which these canals pass is not a plain; consequently, the depth of the canals varies from six to ten feet, the average depth being about eight feet; the least depth being, in the body of the Ever glades, where there are depressions in the surface of the land.

In order to furnish an outlet for draining the adjacent lands the water in these canals must be held at least three feet below the surface in the lowest ground traversed by these canals. If dams or locks are placed in these canals, and they are kept bank full of water, there will be no outlet for draining the adjacent lands.

Another fact to be considered is that when this muck land is drained, it will settle so that the canals will not be as deep as they are at the present time. This settlement will be as much as a foot or a foot and one-half in the deep muck soil.

In the low ground, where the canals are not more than seven feet deep, assuming that the ground settles but one foot, the canal will then be six feet deep. If the water is held  $2\frac{1}{2}$  feet below the surface, which is the least amount possible in order to have any drainage at all, there would be but three and one-half feet of water in the canals.

If the stage of water in these canals is controlled by locks and dams and the water is held seven feet deep above the lower lock, the depth above the lock will decrease one foot every three miles. This will require locks to be placed at frequent intervals in order to maintain anything like a uniform depth throughout the length of the canals.

Had the purpose of these canals been for transportation, or had transportation been the principal object, in constructing these canals, I should have recommended a much greater depth of cut at a much larger cost of construction, but, having in view the draining of the lands as the principal object and their uses for transportation as a secondary matter, I determined and adopted the size that would be economical to excavate.

The principal object of the locks and wing dams that are now being constructed is to provide a means of controlling the flow of water in these canals, so that at periods of great rainfall, the excess can be allowed to flow off unobstructed, and during periods of drought the flow can be retarded, or stopped entirely, so as to hold sufficient water in the canals to prevent the ground getting too dry for the crops. While doing this, it was deemed wise and expedient to construct these dams with a lock chamber of sufficient capacity to allow the passage of small boats and barges.

In determining the size of this lock chamber, all the above facts were carefully considered and the conclusion reached was that only small launches, or boats, with shal-

low draft, and shallow draft barges, could be used with economy and safety on these signals. In my judgment it would be unwise to permit boats of high speed, or very much power to operate on these canals, as the wave wash created by such boats would erode the muck banks and fill the canal. A steamboat, or barge, 120 to 125 feet long, and 22 feet wide, with sufficient power to propel it would create a wash that would be very injurious, and where the muck banks are soft would soon fill the canal, destroving its usefulness for both drainage and navigation. A boat of this type could not be controlled in this shallow water where there is a constant wind, at times very strong, as prevails along the route of this canal. Such a boat could not be turned around in the canal and would, in my judgment, be a menace to the smaller craft which would be used in this channel.

A barge 20 feet wide and and 80 feet long, with a draft of three feet, will carry 300,000 pounds of freight. Such a barge can be passed through one of these locks in fifteen minutes, or four such barges per hour, which will take care of all the produce and commerce tributary to this canal for a number of years.

Another very serious objection to enlarging this lock chamber is the amount of water there that will be lost in passing a boat through. There are, at present, a large number of gasoline launches plying up and down this canal. As the land is settled, this number will greatly increase. All of these people will have equal rights for navigating this canal and the lock will necessariy have to be opened an closed many times during the day. In order to open the gates the lock chamber must be filled and emptied every time a boat passes through. The larger the lock chamber the more time it will take for this operation and the greater the quantity of water discharged from the canal.

When the Everglade lands are thoroughly drained and put in cultivation, all the water that will be available will be necessary to irrigate the land during periods of scant rainfall, and it will be necessary to exercise the greatest economy in conserving it for this purpose.

The above are some of the reasons, from an engineering standpoint, why a lock chamber 22'x83' is as large as should be constructed.

You ask the additional cost of this lock if the chamber is increased from 83' to 125' in length. This would be \$6,000.00 for each lock required in the North New River Canal. In order to control the water in this canal, it will be necessary to construct at least four locks. The sand, stone, piling, lumber and other material used in the construction of these locks has to be transported from For Lauderdale, which will increase the cost of the work up near Lake Okeechobee, so that the additional cost of the four locks would not be less than \$25,000.00.

I have been asked if these locks can be lengthened at some future time if it should be deemed necessary to do so and what would be the additional cost of doing the work over and above the cost of such extension at the present time.

It will be perfectly feasible at any time to extend the foundation at the downstream end of these locks and put in side walls and another set of gates, making the chamber with a gate at each end and one near the middle. This would make a very economical lock to operate as one of the smaller chambers could be used for the passage of small boats and the large chamber at such times only as was required for the passage of large boats. The cost of making this extension at some future time would probably be about \$500.00 more than making it at the present time under the same scale of wages and cost of material.

If your honorable body decides that the question of transportation is of sufficient importance to justify the expenditure of an additional sum on this canal, I would recommend that you consider the matter of deepening the channel so as to provide a sufficient depth of water to make this canal a navigable channel throughout the year.

All the elements entering into the determination of the size and character of these locks were carefully considered before the plans now being used were finally adopted. The permanency, the durability of these locks, the purpose for which they were to be used, initial cost, and cost of maintenance and operation were all duly considered and the plan adopted was deemed adequate and a most economical one under existing conditions.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer."

After reading the report and discussing the matter fully the Trustees decided that for the present they would be unable to make the extension of the lock, owing to their inability to bear the cost of the extension and carry on the other work already projected by them, as the Chief Drainage Engineer, in his report, stated that this extension could be made at any time by an additional cost of not more than \$500.00 over what it would cost now, should it be advisable at any time in the future to make the extension.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, October 3, 1911.

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 presented the following opinion rendered by Hon. W. H. Ellis, Counsel for the Trustees, upon the validity of certain claims of Suwannee and Columbia Counties against the Trustees under the provisions of Chapter 3473, Laws of Florida 1883:

"I have considered the request of the Trustees for my opinion upon the validity of certain claims made by the Counties of Columbia and Suwannee, against the Trustees, growing out of Chapter 3474, Laws of Florida 1883, and respectfully submit the following as my opinion:

The Act of 1883, Chapter 3474, was under consideration by the Trustees in 1905, and request was made by the Trustees of the General Counsel for his views as to the proper construction to be placed upon the provisions of the Act. In the opinion dated April 22, 1905, and found on page 37 of Volume 6 of the Minutes of the Trustees of the Internal Improvement Fund, Hon. W. S. Jennings, who was then the General Counsel of the Trustees, expressed the view that the said Act, Chapter 3474, Laws of Florida, was in contravention of Section II, Article 16 of the Constitution of 1868, which Section of the Constitution of 1868 is as follows:

'The Legislature may provide for the donation of the public lands to actual settlers. But such donations shall not exceed one-hundred-sixty acres to any one person.'

In that opinion Governor Jennings pointed out that in the case of the Florida East Coast Railroad Company v. the Trustees of the Internal Improvement Fund, pending in the Second Judicial Circuit of Florida, for Leon County, the same question which he then had under consideration was presented in the case referred to by a plea and that the Court sustained the plea.

He expressed the further opinion that Chapter 3474 was inoperative and ineffectual.

The lands referred to in Chapter 3474 had been by the Act of 1855, Chapter 610, irrevocably vested in the Trustees of the Internal Improvement Fund to hold in trust for the uses and purposes set out in the Act. Chapter 3474 of the Laws of 1883, in my opinion, is merely the designation of another and subsequent trust, which attached only to the lands referred to in the Act, and is subordinate to the trust created by the Act of 1855 and the Constitution of 1868.

The Constitution of 1868 in Section 4 of Article 8, provided that the Common School Fund should be derived from the following sources. "Twenty-five per centum of the sales of public lands which are now or may hereafter be owned by the State." This clause, in my opinion, operated as an amendment to Chapter 610, by which a portion of the sales of the lands designated in the Statute was diverted to other purposes than those specified in the Act.

The clause quoted was a limitation or inhibition upon the Legislature from diverting more than seventy-five per cent of the sale of the public lands designated in the Act of 1855, to purposes other than increasing the Common or State School Fund. The Act of 1883 undertook to authorize and empower the Trustees of the Internal Improvement Fund to sell the lands referred to in the Act and receive in payment therefor at such price per acre as might have been fixed upon by the Trustees, the City and County bonds mentioned in the Act, and further undertook to direct the Trustees to purchase the bonds referred to with the surplus money arising from the sale

of the Internal Improvement and Swamp lands mentioned in the Act.

Inasmuch as the Act of 1883 undertook to appropriate the entire proceeds of the sales of the public lands mentioned in Chapter 3474, it was in violation of Section 4, Article 8 of the Constitution of 1868, and, in my opinion, void.

I am in receipt of your statement showing the condition of the Fund for the Relief of the Bonded Counties up to August 1st, 1911. From that statement it appears that the amount realized from the sale of the Internal Improvement lands proper, and the Swamp and overflowed lands referred to in the Act of 1883, Chapter 3474, is \$246,706.28, that twenty-five per cent of that amount, which under the Constitution of 1868 became the property of the Common or State School Fund, amounts to \$72,225.93 or \$30,008.47 more than the Trustees had on hand from the sale of the lands mentioned in the Act of 1883.

It is my opinion, therefore, that the claims presented by Mr. J. B. Johnson, attorney for the County Commissioners of Suwannee County, and by Messrs. M. S. Knight, agent for the Commissioners of Columbia County, and by Mr. F.P. Cone, Senator, and Messrs. L. W. A. Rivers and I. G. Brown, Representatives, from that County, should not be paid out of the Fund on hand derived from the sale of the public lands mentioned in the Act of 1883."

Whereupon the Trustees decided that in conformity with said opinion, they would decline to pay any money or redeem any bonds under the provisions of said Chapter 3474, Laws of Florida 1883.

The Secretary presented letters from Hon. John W. Watson and Mr. Walter Waldin to Governor Gilchrist and other members of the Trustees relative to constructing the lock in the Miami Canal one-half mile below the dam in said canal instead of directly below the said dam

and Secretary was directed to write Messrs. Watson and Waldin that the Chief Drainage Engineer would be instructed to investigate the matter with a view of changing the location of said lock, provided that it could be done without detriment to the proper use of the canal or additional cost.

A letter was presented from Mr. R. M. Price, representing Mr. R. P. Davie, consenting to the reservation of the 260 feet for a right-of-way for the South New River Canal through lands to be deeded said Davie provided the Trustees would make good the land deducted by reason of said right-of-way.

The Secretary was directed to inform Mr. Price, for Mr. Davie, that they would consent to make good the deficiency created by the reservation of the right-of-way, after deducting the space actually occupied by the waters of the canal, which should not be calculated in the deduction, and in case Mr. Price accepted this to have deeds prepared accordingly upon payment of the contract price of the land.

It was ordered that the Chief Drainage Engineer prepare plans and specifications for the lock to be constructed in the Miami Canal and that an advertisement be inserted in the proper publication, or publications calling for bids for the construction of the same.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Fla., Oct. 4, 1911.

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 resolution relative to the sale of small tracts of land to citizens of Florida in the Everglades was adopted:

Whereas, The Trustees of the Internal Improvement Fund are of the opinion that the opportunity should be given bona fide citizens of the State of Florida of purchasing small tracts of Everglade lands for cultivation, improvement and settlement; and

Whereas, The only lands in the Everglades owned by the State that are surveyed into small tracts or blocks lie in Township Fifty (50) South, Range Forty-one (41) East, known as the Newman subdivision; therefore be it

Resolved, That the Trustees of the Internal Improvement Fund of the State of Florida in furtherance of this plan hereby places the odd numbered lots of the small unsurveyed tracts of Everglade lands in Township Fifty (50) South, Range Forty-one (41) East, now held by said Trustees, upon the market, at the following prices and upon the following terms and conditions:

Tracts fronting upon the canal at \$35.00 per acre; tracts in the second tier from the canal at \$30.00 per acre, and all the remaining tracts other than those fronting upon the canal and in the second tier, at \$25.00 per acre, cash. Should the purchaser desire to purchase one of these tracts upon payments he may be allowed to do so by the payment of one-fifth of the price stated above in cash, one-fifth in six months, one-fifth in twelve months, one-fifth in eighteen months and one-fifth in twenty-four months from the date of the purchase, with interest upon deferred payments at the rate of 6% per annum, the purchase of these lands

to be restricted to actual bona fide citizens of this State (a citizen being hereby classed as one who has actually resided within the State for a period of not less than one year next preceding the application to purchase), said citizen being restricted to the purchase of one of these tracts offered for sale.

Any person qualified under the conditions herein imposed and desiring to purchase one of these tracts of land shall make application therefor to the Commissioner of Agriculture of this State, and in such application shall make affidavit to the fact that he is a citizen of this State under the qualifications prescribed by the Trustees as to such citizenship, that he desires to purchase the land for his own individual use and benefit, in cultivating or making a home thereon, and that he will not dispose of or part with the title to said land within one year from the date of securing a title to same. The intention of the Trustees being to limit the purchase of these lands to actual bona fide citizens, for cultivation and homes, and not for speculative purposes.

A request was presented from R. J. Bolles that the Trustees execute releases from a certain mortgage given by said Bolles to the Trustees of the Internal Improvement Fund on or about the 23rd day of December, 1908, to secure the payment of certain notes given for the purchase of lands from the said Trustees to the following described lands:

Sections Three (3), Fifteen (15) and Twenty-three (23) in Township Forty-five (45) South, Range Thirty-six (36) East.

West one-half of Sections Two (2), Three (3), Ten (10), West one-half of Eleven (11), Fourteen (14), Twenty-two (22), Twenty-four (24), Twenty-six (26), Twenty-seven (27), Thirty-four (34) and Thirty-six (36) in Township Fifty-four (54) South, Range Thirty-nine (39) East.

Section Eighteen (18) in Township Fifty-three (53) South, Range Thirty-nine (39) East.

Sections Six (6), Eighteen (18), Twenty (20), West one-half of Twenty-eight (28), Thirty (30), North one-half, Southwest onequarter and North one-half of Southeast onequarter of Section Thirty-two (32), South one-half of Southeast one-quarter of Section Thirty-three (33) in Township Fifty-four (54) South, Range Forty (40) East.

West one-half, Northeast one-quarter and Northeast one-quarter of the Southeast one-quarter of Sections Eleven (11), Fifteen (15), North one-half, Southeast one-quarter and South one-half of Southwest quarter of Section Twenty Three (23), Twenty-seven (27) in Township Fifty-one (51) South, Range Forty-one (41) East.

Section Twenty-one (21) in Township Fifty (50) South, Range Forty-one (41) East.

Nineteen hundred and twenty (1920) acres of the above described lands being in Palm Beach County and thirteen thousand seven hundred and eight and twenty hundreths (13,708.20) acres being in Dade County, Florida.

The Secretary stating that Mr. Bolles had paid a sufficient sum of money to entitle him to the release from mortgage of the land described above, under the conditions of the contract for the purchase of said lands, it was ordered that the release from mortgage to the lands requested, as described above, be executed.

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST, Governor.

Tallahessee, Florida, October 5, 1911.

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,
Park Trammell, Attorney General,
B. E. McLin, Commissioner of Agriculture.

The meeting was held for the purpose of considering bids upon lands advertised to be offered for sale on this date located in Palm Beach County, said lands having been advertised as the law directs in a newspaper published at the State Capital and in the County in which the lands are situated.

None of the bids offered being satisfactory they were rejected and the Secretary instructed to return checks to the parties submitting the bids.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, October 11, 1912.

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 September 26th, and October 2nd, 3rd, 4th and 5th, 1911, read and approved.

The Secretary presented the estimate of the work done by the Furst-Clark Construction Company for the month of September, 1911, showing that during said month a total of 546,000 cubic yards of material of all kinds had been excavated, 534,164 cubic yards being earth and 118,836 cubic yards being rock, at the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock amounting to \$45,100.32.

The estimate was accepted and ordered referred to the Board of Drainage Commissioners for their consideration.

The following report of the progress of the work was read and ordered spread upon the minutes:

"Tallahassee, Florida, October 10. 1911.

Trustees Internal Improvement Fund & Board of Drainage Commissioners, Capitol.

Gentlemen: I have the honor to hand you herwith Estimate No. 15, showing the work done on the Everglade Drainage Canals during the month of September, 1911, by the Furst-Clark Construction Company.

I am also attaching hereto a map showing the approximate location of the dredges and a copy of Progress Statement No. 5, showing the work done by the contractor for the three months ending September 30, 1911.

On the North New River Canal, the dredge "Caloosa-hatchee" is working from the Lake end and is about 22 miles from the south shore of the Lake. On the lower end of this Canal, the dredge "Angola" is removing muck. Following this dredge, the drill boaat is blasting rock which is being removed by the dredge "Everglades." During the month of September, the hydraulic dredge "Hillsboro" was started at Station O (the point of commencement of Furst-Clark Company's contract) and is removing the silt and sediment in the canal to make it conform to the specifications.

"The "Loran" in the Upper Hillsborough Canal is doing

To amount received from sale of printed minutes	
coal	\$362,087.04
By disbursements for December,	4002,001.01
1911	5,265.45
To balance on hand December 31,	
1911	\$356,821.59
RECONCILEMENT.	
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks	
	\$356,821.59
Distributed in following banks:	
First National Bank, Tallahassee, Fla.  Capital City Bank, Tallahassee, Fla.  Exchange National Bank, Tampa, Fla.  First National, St. Petersburg, Fla.  Florida National Bank, Jacksonville, Fla.  Bank of Bay Biscayne, Miami, Fla.  Barnett National Bank, Jacksonville, Fla.  Bank of Palm Beach, West Palm Beach, Fla.  Hillsboro State Bank, Plant City, Fla.  Atlantic National Bank, Jacksonville, Fla.  Gainesville National Bank, Gainesville, Fla.  Citizens' Bank of Madison, Madison, Fla.  First National Bank, Tampa, Fla.  First National Bank, Gainesville, Fla.  First National Bank, Miami, Fla.  First National Bank, Miami, Fla.	5,483.68 18,650.51 5,199.83 71,271.26 10,369.76 110,766.59 6,132.09 9,197.57 23,061.38 5,000.00 4,075.47 10,000.00 4,070.98 11,553.46
22—Min.	

The Secretary presented a letter from Dr. E. C. Chambers, of Kansas City, Missouri, requesting permis sion to use not exceeding one-half of the rock along the South New River Canal and the Miami Canal; also one half of the rock along the North New River Canal and the Hillsborough Canal in the same Range, for the purpose of building a rock road from the Miami Canal, about the middle of Range Forty (40) North, to the South New River Canal and from the Hillsborough Canal to the southern portion of his land in Township Forty-nine (49); also requesting that that portion of his contract with the Trustees, executed November 16, 1910, be so modified that he be allowed to receive deeds to one quarter sections of land, instead of one whole section, as allowed by said contract.

Upon motion the Trustees instructed that Dr. E. C. Chambers be notified that the Trustees had no objection to his using fifty per cent. of the rock along the banks of the Miami, the South New River, the North New River and the Hillsborough Canals in Range Forty (40) for the purpose of building a rock road through his land, provided only fifty per cent. of said rock be used, that the rock be taken continuously along the banks, and not about in spots, and that the men engaged in the work of getting this rock be careful to see that none of the rock was allowed to roll into the canal. It was also ordered that the contract between Dr. Chambers and the Trustees of the Internal Improvement Fund be so modified as to allow deeds to be procured to one-quarter section of land instead of one whole section as now stated. All other conditions, provisions and stipulations in said contract to remain in full force and effect as at present stated; and the Secretary instructed to notify Dr. Chambers of this action of the Trustees.

The following bills were presented, approved and ordered transmbitted to the Board of Drainage Commissioners for their consideration:

R. C. Hicks, salary as Assistant Engineer, September, 1911	125.00
D. C. Driggers, Launchman, at \$60.00 per month, 1 day, September, 1911	2.30
A. A. J. Crocuher, Launchman, at \$75.00 per month, September, 1911	75.00
Marshall Carr, Inspector, September, 1911	60.00
E. A. Croucher, Inspector, September, 1911	60.00
W. W. Kissick, Inspector, September, 1911	60.00
L. E. Wright (Make Warrant payable to R. C. Hicks) Cook, at \$1.33\frac{1}{3} per day, 7 days,	
September, 1911	9.33
· Lewis Butler, Cook, at \$1.33\frac{1}{3} per day, 23 days, September, 1911	30.67
S. M. Hicks, Rodman, at \$2.00 per day, $18\frac{1}{2}$ days, September, 1911	37.00
J. P. Hunter, Chainman, at \$2.00 per day, 26 days, September, 1911	52.00
Abe White (Make Warrant payable to R. C. Hicks) Axman, at \$1.75 per day, 2 days, September, 1911	3,50
Chas. Williams (Make Warrant payable to R. C. Hicks), Axman, at \$1.75 per day, 2 days,	
September, 1911	3.50
Hicks) Boat Carpenter, at \$3.00 per day, 42-3 days, September, 1911	14.00
Boehringer, R. A., Resident Engineer, at \$125.00 per month, 4 days, October, 1911	19.23
Walter Edholm, Rodman, at \$2.00 per day, 6	
days in September and October, 1911	12.00
R. A. Boehringer, Resident Engineer, at \$125.00	
per month, 12 days, September, 1911	57.68
J. H. Jacobie, Inspector, September, 1911	60.00
16—Min	

L. D. Llewellyn, Transit and Rodman, at \$3.00	
per day, 5 days, September, 1911	15.00
M. T. Ensey, Front Chainman, September, 1911	60.00
W. A. Hendry, Boatman, September, 1911	50.00
W. Z. Henderson, Boatman, at \$50.00 per month,	
11 days, September, 1911	21.15
J. H. Zill, Axman, at \$50.00 per month, 11 days,	
September, 1911	21.15
A. A. Lee, Boatman, at \$50.00 per month, 11	
days, September, 1911	21.15
K. Hillhouse, Axman, at \$50.00 per month, 11	01.15
days, September, 1911	21.15
T. E. Newell, Rear Chainman, at \$50.00 per	21.15
month, 11 days, September, 1911	21.10
E. Rodgers, Cook, at \$40.00 per month, 8 days, September, 1911	12.30
J. L. Blakely, Cook, at \$40.00 per month, 16	
days, September, 1911	24.61
D. M. Henderson, Boatman, at \$50.00 per	
month, 11 days, September, 1911	21.15
W. W. Myers, Camp Custodian, at \$15.00 per	
month, 11 days, September, 1911	6.27
M. T. Ensey, Front Chainman, at \$60.00 per	
month, 8 days, October, 1911	18.46
W. A. Hendry, Boatman, at \$50.00 per month,	
6 days, October, 1911	11.53
W. Z. Henderson, Boatman, at \$50.00 per	
month, 8 days, October, 1911	15.38
D. M. Henderson, Boatman, at \$55.00 per	10.00
month, 8 days, October, 1911	16,92
J. H. Zill, Axman, at \$50.00 per month, 6 days,	11 70
October, 1911	11.53
A. A. Lee, Boatman, at \$50.00 per month, 8	15.38
days, October, 1911	10.00

days, October, 1911	11.53
T. E. Newell, Rear Chainman, at \$50.00 per month, 6 days, October, 1911	11.53
W. W. Myers, Camp Custodian, at \$15.00 per month, 6 days, October, 1911	3.46
J. L. Blakely (Make Warrant payable to R. F. Ensey) Steward, at \$40.00 per month, 8 days, October, 1911	12.30
J. O. Wright, miscellaneous expenses incurred as Chief Drainage Engineer during months of June, July and August, 1911	
expenses of G. C. Pierce from Jack- sonville to Miami and return, to check Lock Construction bills, etc., Septem- ber 28, October 3, 1911 41.20	
expenses incurred on account of trip to  Jacksonville, October 2, 1911	70.95
Furst-Clark Construction Company, total amount due on Lock Construction, bill of October 10, 1911	108.08
R. A. Boehringer, to expenses incurred as Resident Engineer, during September, 1911	14.00
M. L. Heiss, expenses incurred as Lock In-	
spector, September, 1911	18.30
H. & W. B. Drew Company, supplies for office Chief Drainage Engineer, bill of September 9, 1911	
bill of September 23, 1911 2.05—	15.80
King Son's Company (Make Warrant payable to Bank of Bay Biscayne) supplies furnished Engineer Ensey account Survey East Side,	
bill of June 1, 1911	61.32

Labelle Mercantile and Hardware Company,	
sugar furnished Engineer J. W. Newman,	
bill of October 1, 1911	.50
Capital City Bank for T. J. Appleyard, printing	
2500 Letter Heads and 2000 No. 10 Envelopes,	
bill of September 22, 1911	13.50
Schoemaker's Stables, freight and drayage,	
account office Chief Drainage Engineer, bill	
of October 1, 1911	.75
J. F. Hill, supplies for office Chief Drainage	
Engineer, bill of October 1, 1911	2.25
Gulf Refining Company, 5 drums gasoline	
furnished Engineer J. W. Newman, bill of	
September 29, 1911	33.75
Western Union Telegraph Company, bill for	
September, 1911	23.62
Southern Express Company, bill for September,	
1911	3.63

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., Oct. 24, 1911.

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.
B. E. McLin, Commissioner of Agriculture.

Minutes of previous meeting read and approved.

Financial statement and disbursements for the month of September, 1911, was read as follows:

Financial Statement for the month of September, 1911:
To balance on hand September 1,
1911
To amount received from Wilfred
Beswick, bond for title to certain
lands 4,080.00
To amount received from R. J.
Bolles, \$6,875.00 being credited on
drainage note due July 1, 1913,
and \$10,000.00 credited on drain-
age note due Oct. 1, 1911 16,875.00
\$361,343.76
By disbursements for September,
1911 28,655.85
To balance on hand September 30, 1911\$332,687.91
RECONCILEMENT.
To cash and cash items in hands of
To cash and cash items in hands of Secretary\$ 1,000.00
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
To cash and cash items in hands of Secretary\$ 1,000.00
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
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To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
To cash and cash items in hands of Secretary\$ 1,000.00 To cash in banks
To cash and cash items in hands of  Secretary\$ 1,000.00  To cash in banks

	9,135.00
Atlantic National Bank, Jacksonville, Fla	22,890.69
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens' Bank, Madison, Fla	4,050.16
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,045.70
First National Bank, Miami, Fla	11,481.70
First National Bank, Marianna, Fla	
Citizens' Bank, Kissimmee, Fla	7,099.38
Florida National Bank, Gainesville, Fla	4,000.00
Cit. Bank and Trust Company, Tampa, Fla	9,105.19
Volusia County Bank, DeLand, Fla	
Leesburg State Bank, Leesburg, Fla	5,000.00
Total	\$331,687.91
Disbursements for the month of September	, 1911.
Voucher No.	Amount.
2638-J. C. Luning, salary as Secretary	7
August, 1911	\$ 166.67
August, 1911	
2639—Mary Herring, salary as Stenog	
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911	75.00
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk	- . 75.00
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911	75.00 x 150.00
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for	75.00 t 150.00
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911	75.00 t 150.00 c 208.34
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of	75.00 t 150.00 e 208.34 f
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911.	75.00 t
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster	75.00 c 150.00 c 208.34 f 9.00 c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's	75.00 c 150.00 c 208.34 f 9.00 c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's office, bill of August 1, 1911	75.00 c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's office, bill of August 1, 1911 2644—Z. T. Merritt, Clerk Circuit Court	75.00 c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's office, bill of August 1, 1911 2644—Z. T. Merritt, Clerk Circuit Court Dade County, balance in full of	75.00 c 150.00 c 208.34 f 9.00 c c 128.04 c c c c c c c c c c c c c c c c c c c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's office, bill of August 1, 1911 2644—Z. T. Merritt, Clerk Circuit Court Dade County, balance in full of costs in case Root v. Cordner et al.	75.00 c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's office, bill of August 1, 1911 2644—Z. T. Merritt, Clerk Circuit Court Dade County, balance in full of costs in case Root v. Cordner et al. 2645—I. N. Withers, salary and expenses	75.00 c
2639—Mary Herring, salary as Stenog rapher to Secretary, August, 1911 2640—John T. Costa, salary as Chief Clerk for Salesman, August, 1911 2641—W. H. Ellis, salary as counsel for Trustees, August, 1911 2642—P. T. Nicholson, clock for office of Secretary, bill of August 1, 1911. 2643—John McDougall, Postmaster stamped envelopes for Salesman's office, bill of August 1, 1911 2644—Z. T. Merritt, Clerk Circuit Court Dade County, balance in full of costs in case Root v. Cordner et al.	75.00 75.00

Voucher No.	Amount.
2646—Furst-Clark Construction Company, amount work done in August,	
1911	27,773.63
2647—The True-Democrat, for	
publishing notice of sale	
of lands in Tp. 43, Ranges 38 and 39, and	
Tp. 44, Ranges 39 and 40 \$15.00 and printing 500 slips,	
bill of Sept. 15, 1911 1.50	
	\$16.50
2648—Palms Printing Company, for	
publishing notice of sale of lands	
in Tp. 43, Ranges 38 and 39, and	
Tp. 44, Ranges 39 and 40, bill of Sept. 1, 1911	15.00
2649—J. W. Leath, County Judge, Cal-	10.00
houn County, costs in case State v.	* 00
Shelton	5.30
Total	28,655.85

The Secretary presented a letter from Mr. R. M. Price accepting on behalf of R. P. Davie the proposition of the Trustees to deed 30 acres of land additional in Township Fifty (50) South, Range Forty-one (41) East, on account of the Trustees reserving a strip of land 260 feet wide for the South New River Canal through land contracted to be sold said R. P. Davie, and requesting that this 30 acres of land additional be deeded in the Southeast one-quarter of the Southeast quarter of Section Twenty-six (26) of Township Fifty (50) South, of Range Forty-one (41) East.

The Secretary was instructed to write Mr. Price that this particular land had been already applied for by a prior purchaser and they could not, therefore, comply with his request, but that they would deed Mr. Davie Lot Twenty-six (26) of Section Twenty-five (25), Township Fifty (50) South, Range Forty-one (41) East, fourteen and one-half  $(14\frac{1}{2})$  acres, which fronted on the canal, and they would also deed him the remaining fifteen and one-half  $(15\frac{1}{2})$  acres of the necessary thirty acres in either the North half or East side of Lot Four (4) of Section Thirty-six (36) of Township Fifty (50) South, Range Forty-one (41) East, adjoining said Lot Twenty-six (26) on the South.

A letter was presented from Senator D. U. Fletcher, stating that the National Public Printer had informed him that 10,000 copies of Senate Document No. 89, containing information relative to the Everglades in this State, would cost \$667.40, provided no new matter was added. That new matter had been added, but he was told that the cost would be about what was originally stated, and advising that the Trustees remit to Samuel B. Donnelly, Public Printer, the sum of \$667.40.

Secretary was instructed to remit check to Samuel B. Donnelly, Public Printer, for \$667.40, as stated.

The Trustees then adjourned.

Attest:
J. C. LUNING,

Secretary.

ALBERT W. GILCHRIST.

Governor.

Tallahassee, Fla., Oct. 28, 1911.

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.

Mr. G. S. Tucker, of Fort Pierce, Fla., appeared before the Trustees with a request that the Trustees of the Internal Improvement Fund consent to his purchasing 960 acres of land in Township Thirty-five (35) South, said land being contained in a certain deed made by the Trustees of the Internal Improvement Fund to the Florida Coast Line Canal and Transportation Company, held in escrow by the Barnett National Bank, of Jacksonville, Fla., subject to certain conditions to be performed by the said Canal Company, and presented the following correspondence between him and officials of the Florida Coast Line Canal and Transportation Company in reference to the said purchase:

# (Telegram)

"A. H. Sawyer,

19 Pearl Street,

Boston, Mass.

Have an offer of ten dollars per acre from George Tucker at Fort Pierce for nine hundred and sixty acres of land in township thirty-five, payable in cash. Tucker says he can get the Trustees of the Internal Improvement Fund to authorize this sale. Wire me what to do. Above is first escrow land.

(Signed) G. W. GIBBS."

(Telegram)

"Geo. W. Gibbs,

St. Augustine, Fla.

Accept Tucker offer of ten dollars net per acre for nine

hundred sixty acres first escrow land provided sale can be closed promptly for cash. Consult Cooper if necessary. (Signed) A. H. SAWYER."

The Trustees then decided, in conformity with action taken by them at a meeting held on July 5, 1911, in response to numerous requests from prominent citizens of St. Lucie County that the lands in St. Lucie County embraced in this escrow deed be disposed of, if same could be done without detriment to the progress of the work of the Florida Coast Line Canal and Transportation Company, as said lands were among the most productive in the County, and if it could be arranged so that they could be purchased that it would result in a number of new settlers coming to the County and also placing these lands upon the tax books, that they considered the price offered for this land by Mr. Tucker a fair price and that they would consent to the sale of these lands at the price stated, provided said sale was satisfactory to the Florida Coast Line Canal and Transportation Company and they would so signify by the action of the proper officials of said Canal Company, filed with the Trustees; and further provided that the money derived from the sale of said lands should be deposited in the Barnett National Bank, of Jacksonville, Fla., the bank holding the escrow deed, said money to occupy the same position and held subject to the same conditons under which the said escrow deed is held, and that the Trustees of the Internal Improvement Fund would execute a deed to 960 acres of land in said escrow deed so designated and deposit same with the Barnett National Bank, with instructions to deliver said deed to G. S. Tucker or his representative upon the payment of \$10.00 per acre for the land described in the deed.

The Trustees then adjourned.

Attest: J. C. LUNING, Seretary. ALBERT W. GILCHRIST, Governor. Tallahassee, Fla., November 1, 1911.

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 Sescretary presented a certified check for the sum of \$14,400.00 on the Bank of Bay Biscayne, of Miami, Fla., from Mr. R. M. Price, of Miami, Fla., acting for Mr. R. P. Davie, requesting that the remainder of the Lots in the subdivision of the North One-half of Section Twentyseven (27), West One-half of Sections Twenty-six (26) and Thirty-five (35), all of Section Thirty-four (34), Lot Twenty-six (26) of Section Twenty-five (25), and fifteen and one-half (15%) acres in the Northern portion of Lot Four (4) of Section Thirty-six (36), all in Township Fifty (50) South, Range Forty-one (41) East, in accordance with resolutions of Trustees of June 24th, 1908, March 31, 1911, and October 24, 1911, and the Secretary was instructed to request the Honorable Commissioner of Agriculture to have prepared and executed deed to R. P. Davie, of El Paso County, Colo., of the North One-half of Section Twenty-seven (27), West One-half of Sections Twenty-six (26) and Thirty-five (35), all of Section Thirty-four (34), Lot Twenty-six (26) of Section Twentyfive (25) and fifteen and one-half (151) acres in Lot Four (4) of Section Thirty-six (36), all in Township Fifty (50) South, Range Forty-one (41) East.

The Trustees considered reports of I. N. Withers, State Land Inspection of State lands in Walton, Osceola, Polk, Hillsborough, DeSoto and the eastern portion of Manatee County, placed a value upon same and instructed the Secretary to enter said valuations in the special book prepared for containing these reports and valuations.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Florida, November 2, 1911.

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.

A request was presented from the Florida Coast Line Canal and Transportation Company, through their attorney, Hon. C. M. Cooper, requesting the Trustees to accept that portion of the canal of said Canal Company between St. Augustine and the St. Johns River, which, the request stated, had been reported by Mr. J. O. Wright, Chief Drainage Engineer of the Trustees, in his report dated October 10, 1911, as being completed according to the contract or agreement between the Canal Company and the Trustees with the exception of certain bridges across the canal which had not been provided with draws, the request stating that the bridge across Pablo Creek of the Florida East Coast Railway was being replaced by a

substantial iron bridge with a proper draw and that the highway bridges referred to in the report of the Engineer had been removed, an opening having been made in the last bridge fifty feet wide, so as to be as wide as the draw of the railway bridge, and that these openings or proper draws will be maintained in the bridges so that there will be no interference with the use of the canal for general traffic.

The Trustees decided that they would decline to receive any portion of the canal referred to until the canal was fully completed in every particular, including all necessary bridges, and instructed the Secretary to so notify Mr. Cooper for the Canal Company.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, November 4, 1911.

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 subject of building the lock in the Miami Canal was considered and it was decided that the Trustees and Board of Drainage Commissioners would construct said lock with their own forces, and instructed the Chief Drainage Engineer to proceed with the construction of said lock with forces to be employed by the Trustees and Drainage Commissioners as soon as the site for said lock had been determined upon by them.

The following preamble and resolutions relative to the survey of the lands embraced in U. S. Patnt No. 137, known as the Everglades, was adopted:

Whereas, The Trustees of the Internal Improvement Fund of the State of Florida did, on December 29, 1910, approve and adopt certain resolutions for surveying the land embraced in U. S. Patent No. 137, known as the Everglades; and

Whereas, These instructions were based on the lines and corners established by the U. S. Survey of the adjacent territory, together with a map and resolution of the Trustees of the I. I. Fund, adopted June 11, 1907; and

Whereas, The field notes, with few exceptions, of the U.S. Survey, show the townships abutting the Everglades to be 480 chains long on each side, and the sections to be one mile square; and

Whereas, The official map adopted by the Trustees was predicated on the Government survey and field notes, and was supposed to give townships six miles square and sections one mile square, containing 640 acres each; and

Whereas, It has been found by actual measurement, that practically all the townships adjacent to the land embraced in the Everglade Patent No. 137 are more than 480 chains long, and the sections are more than one mile square, and it being the desire and intention of the Trustees to have the sections contain 640 acres each, no more nor less, if possible; therefore,

Be It Resolved, That the instructions heretofore issued be, and the same are hereby amended so as to subdivide the land embraced in the U. S. Patent No. 137 into townships six miles square, each township containing 36 sections of 640 acres each, as near as may be, and that the surplus found to exist be placed as shown on the accompanying map, as near as practicable; the object of the map being to show the general plan of the survey and the general distribution of the surplus, if any. Said map to be filed in the office of the Secretary of the Trustees.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, November 4, 1911.

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 Trammll, Attorney General,
B. E. McLin, Commissioner of Agriculture.

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

J. O. Wright, salary as Chief Drainage Engineer, October, 1911	416.66
G. C. Pierce, salary as Office Engineer, October, 1911	125.00
M. L. Heiss, salary as Lock Inspector, October, 1911	90.00
F. C. Elliot, salary as Engineer, October, 1911	175.00

John W. Newman, salary as Engineer, October,	
1911	125.00
Ben Waldron, salary as Pilot, at \$2.50 per day, 26 days, October, 1911	65.00
Jas. Mabry, Engineman, at \$2.50 per day, 25	
days, October, 1911	62.50
Tom Russ, Chain and Axman, at \$2.00 per day,	
26 days, October, 1911	52.00
W. S. Dowell, Cook, at \$1.50 per day, 31 days,	
October, 1911	46.50
E. B. Fortson, hire of launch, at \$3.00 per day,	
17 days, October, 1911	51.00
G. V. Scott, Instrumentman, October, 1911	90.00
Wm. Cason, hire of self and launch, at \$5.00	100.00
per day, 20 days, October, 1911 Lonnie Howard, Chain and Axman, at \$2.00 per	100.00
day, 20 days, October, 1911	40.00
Wm. Cason, Jr., Chain and Axman, at \$2.00 per	10.00
day, October, 1911	48.00
Thos. E. Frederick, Assistant Engineer, at	
\$90.00 per month, 26 days, October, 1911	76.16
J. H. Jacobie, Inspector, October, 1911	60.00
L. D. Llewellyn, Transit and Rodman, at \$3.00	
per day, 2 days, October, 1911	6.00
F. W. King, Laborer, at \$2.00 per day, 3 days,	Terralities
October, 1911	6.00
C. K. King, Laborer, at \$2.00 per day, 2 days,	4.00
October, 1911	4.00
R. C. Hicks, Assistant Engineer, October, 1911	125.00
Marshall Carr, Inspector, October, 1911	60.00
E. A. Croucher, Inspector, October, 1911	75.00
W. W. Kissick, Inspector, October, 1911	60.00
A. A. J. Croucher, Launchman, October, 1911.	75.00
J. P. Hunter, Instrumentman, October, 1911	75.00

Lewis Butler, Cook, at \$1.33\frac{1}{3} per day, 31 days, October, 1911	41.33
S. M. Hicks, Rodman, at \$2.00 per day, 24 days, October, 1911	48.00
Geo. Lang, Chainman, at \$2.00 per day, 2 days, October, 1911	4.00
M. A. Marshall, hire of launch, at \$5.00 per day, 40 days in September and October, 1911	200.00
R. F. Ensey, Engineer, October, 1911	175.00
John McDougall, Postmaster, Envelopes for Drainage Commissioners, bill of October 4,	
1911	21.64

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor. J. C. LUNING, Secretary.

# Tallahassee, Florida, November 14, 1911.

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, B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture and Salesman of lands, was instructed to have printed a list of the lands of the counties which have been inspected by the Agent of the Trustees and valued by said Trustees, for distribution, with a statement on the back of the list to the effect that other lands which have not been inspected would be offered for sale at the price of \$4.00 per acre pending their inspection and valuation.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor. J. C. LUNING, Secretary.

Tallahassee, Fla., November 15, 1911.

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 October 28, Nov. 1, 2, 4 and 14, 1911, read approved.

The report of the work done by the Furst-Clark Construction Company in the Everglades during the month of October, 1911, was read, showing that during said month 466,941 cubic yards of earth and 9,218 cubic yards of rock had been excavated.

The report was ordered filed.

The following report of the Chief Drainage Engineer upon the progress of the work in the Everglades was read for information:

"Tallahassee, Fla., November 15, 1911.

Trustees Internal Improvement Fund

and Board of Drainage Commissioners.

Gentlemen:-

I have the honor to transmit herewith estimate in favor

of the Furst-Clark Construction Company for work durin the month of October.

The amount of work accomplished during the month is not as great as I had anticipated. The dredges Everglades, Caloosahatchee and Miami were broken down the greater part of the month and made very little progress.

The Inspectors' reports for the week ending November 11th show that these dredges are now at work and are making good progress.

'The new dredge Hicpochee, at last accounts, was still in the Caloosahatchee River removing the loose rock that interfered with navigation. I am expecting her to commence work on the South Canal at any time. Have had soundings made on this canal for a distance of one mile where the work commences, and find no rock. The distance between the two dredges on the North River Canal was eleven and one-fourth miles at the end of the month.

The dredge Okeechobee in the Hillsborough Canal is nearing the Florida East Coast Railroad; the dredge Hillsborough is cleaning out the silt in the North New River Canal, and has advanced about two miles from the point where the Furst-Clark construction Company commenced work. There has not been enough rain in the Everglades during the past month to raise the water very much in the drainage canals. At the end of the month the surface of the water in the North New River Canal, one mile south of Lake Okeechobee, was nineteen and a half feet above sea level, the surface of the water in the same canal at the dam, near the lower end, was eleven and a half feet above sea level.

Respectfully submitted,

J. O. WRIGHT, Chief Drainage Engineer." Financial statement and disbursements for the month of October, 1911, was read as follows:

Financial Statement for the month of October, 1911:

To balance on hand Oct. 1, 1911\$	332,687.91
To amount received from sale of lands during month	1,393.23
To amount received from E. C. Chambers, on contract	
To amount received from R. J. Bolles, \$15,000.00 credited on drainage note Oct. 1, 1913; \$25,000.00 credited on drainage note	2,100.00
due Jan. 1, 1914; and \$6.250.00 credited on purchase note due Jan. 1, 1914	46,250.00
Vol. No. 8	.50
To amount received from sale of maps	6.25
To amount received from P. T. Knight, collections on button- wood and charcoal, for Aug. and	
Septtember, 1911	113.96
ter ending Sept. 30, 1911	2,235.99
To amount received from Board of Drainage Commissioners reim- bursement for amounts expended by Trustees in drainage opera-	
tions	74,483.64 ——\$459,571.48
By disbursements for October, 1911	125,337.83
To balance on hand Oct. 31, 1911.	\$334.233.65

# RECONCILEMENT.

To cash and cash items in hands of	
Secretary\$ 1,000.00	
To cash in banks	
The state of the s	334,233.65
Distributed in following banks:	
First National Bank, Tallahassee, Fla\$	22,684.08
Capital City Bank, Tallahassee, Fla	5,483.68
First National Bank, St. Petersburg, Fla	5,199.83
Exchange National Bank, Tampa, Fla	18,650.51
Florida National Bank, Jacksonville, Fla	71,271.26
Bank of Bay Biscayne, Miami, Fla	10,369.76
Barnett National Bank, Jacksonville, Fla	86,976.94
Bank of Palm Beach, West Palm Beach, Fla	6,132.09
Hillsboro State Bank, Plant City, Fla	9,197.57
Atlantic National Bank, Jacksonville, Fla	23,061.38
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens' Bank, Madison, Fla	4,075.47
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,070.98
First National Bank, Miami, Fla	11,553.46
First National Bank, Marianna, Fla	10,188.65
Citizens' Bank, Kissimmee, Fla	7,143.75
Florida Bank, Gainesville, Fla	4,000.00
Citizens' Bank & Trust Co., Tampa, Fla	9,162.09
Volusia County Bank, DeLand, Fla	4,000.00
Leesburg State Bank, Leesburg, Fla	5,012.15
Total	333,233.65
Disbursements for the month of October, 191	L:
	mount.
2650—J. C. Luning, salary as Secretary,	
September, 1911\$	166.66

Voucher No.	Amount.
2651—Mary Herring, salary as Stenog- grapher, 1911	75.00
2652—John T. Costa, salary as Chief Clerk for Salesman, September, 1911	150.00
2653—W. V. Knott, Treasurer, State School Fund, 25% sales of lands of Trustees	5,000.00
2654—Furst-Clark Construction Company for work in the Everglades, September, 1911 2655—Furst-Clark Construction Company, for work in the Everglades, September, 1911	45,100.32
2656—F. M. Tyler, Tax Collector, St. Lucie County, Drainage Taxes for year 1909	32.05
County, Drainage Taxes for year 1909	1,792.00
2658—T. J. Campbell, Tax Collector, Palm Beach County, Drainage Taxes for year 1909	17,024.80
Dade County, Drainage Taxes for year 1909	41,429.10
Soto County, Drainage Taxes for year 1909	1.00
County, to additional Drainage Taxes for year 1909	12.00
roe County, Drainage Taxes for year 1909	13,067.50

oucher No.	Amount.
2663—T. J. Campbell, Tax Collector, Palm	
Beach County, to additional Drain-	
age Taxes for year 1909	720.00
2664—Samuel B. Donnelly, Public Print-	
er, Washington, D. C., for 10,000	
copies Senate Document No. 89	667.40
2665—I. N. Withers, account services in	
obtaining rights-of-way to Canals	100.00

\$125,337.83

A communication was presented from Mr. J. R. Slattery, Captain Corps of Engineers, United States Government, stationed at Jacksonville, Fla., calling the attention of the Trustees to the second condition stipulated by the Secretary of War in his permit to the Trustees, which stipulation states that no outlet shall be constructed for Lake Okeechobee 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, and the Secretary was directed to request the Chief Drainage Engineer to prepare plans in accordance with the order of the Secretary of War and submit same to the Trustees for approval and transmission to the proper Government authorities as soon as possible.

The Secretary presented a request from Mr. R. J. Bolles to release from a certain mortgage given by him to the Trustees of the Internal Improvement Fund, for lands purchased by him from said Trustees in December, 1908, the following described lands:

Sections One (1) and Three (3), in Township Fifty (50) South, Range Thirty-eight (38) East.

Sections Two (2), Four (4), Six (6), Eight (8), Ten (10) and Twelve (12), in Township Fifty-three (53) South, Range Forty (40) East.

Five Thousand One Hundred and Twenty (5,120) acres. The Secretary reporting that Mr. Bolles had paid a sufficient sum to entitle him to the release of the above described lands under the terms of the contract, it was ordered that a release from mortgage to said lands be prepared, executed and forwarded to Mr. Bolles.

A communication from Mr. George S. Rowley, of West Palm Beach, relative to the route to be adopted for the proposed canal between Lake Worth and Lake Okeechobee was read for the information of the Trustees and the Secretary instructed to write Mr. Rowley that the matter would be given due consideration at the proper time.

A request was read from Messrs. Smith and Warr, Proprietors of the Smith & Warr Transportation Lines, requesting permission to erect temporary platforms or landing places on both sides of the dam on the Miami Canal and to place a launch in the Miami Canal north of the dam, stating that a great many tourists and others desired to traverse the entire length of the canal, and it was impossible for them to do so as now arranged, further stating that Mr. Nelson, Superintendent of the Furst-Clark Construction Company, had no objection, provided it met the approval of the Trustees.

The Secretary was directed to write Messrs. Smith and Warr that permission was given them to erect temporary platforms or landing places on both sides of the dam in the Miami Canal and to place a launch in the Canal above the dam, said platforms or landing places to be subject to the use of the general public and upon the further condition that the Trustees reserved the right to revoke the permit at any time in their judgment they saw proper.

A request was presented from Mr. L. G. Hine, of Miami, to use from 50 to 100 loads of rock from the banks of the Miami Canal, and the Secretary was directed to write Mr. Hine that they did not care to dispose of this rock as they contemplated using same for building roads in the Everglades some time in the future.

A statement was presented from the Barnett National Bank, stating that they had credited the special account of the Florida Coast Line Canal and Transportation Company with \$48,026.70, being payment of certain notes given said Canal Company by J. M. Barrs for payment of lands contained in an escrow deed to lands deeded said Canal Company by the Trustees, which lands were allowed to be sold to said Barrs upon the condition that the money derived from the sale of said lands be deposited with the Barnett National Bank and occupy the same position as the land sold.

The following bills were presentel, approved and ordered paid:

Capital City Bank for T. J. Appleyard, sup-	
plies for the office of Salesman, bills of Nov.	
1, 1911, aggregating\$	55.00

The following bills weree presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

Furst-Clark Construction Company, meals furnished State men on dredges, September,	
1911\$	87.25
Furst-Clark Construction Company, totai	
amount due account Lock Construction to	
	9,235.87
Furst-Clark Construction Company, amount	
due account work on drainage canals, Octo-	
	9,198.88
Southern Express Company, bill for October,	
1911	.82
Western Union Telegraph Company, bill for	
October, 1911	2.57
Thos. E. Frederick, to amount paid	
one assistant, 2 days at \$3.00 per	
day, October, 1911	

Express charges on 2 instruments	
and tripod, Oct. 10, 1911 11.60	
	\$17.60
R. C. Hicks, to expense incurred	
during June, 1911, not included	
on former expense accounts \$11.70	
To expenses incurred during Sep-	
tember, 1911 16.18	
tember, 1911	\$27.88
W W W III to the War Chair from	\$21.00
W. W. Kissick, to express on Meas. Chain from	1 00
Jacksonville, Oct. 14, 1911	1.00
John W. Newman, to expenses incurred Sept.	
30 and Oct. 2-25, 1911	34.65
M. L. Heiss, to expenses incurred October, 1911	20.70
J. S. Walker, to hire of two horses team for	
ten days, June 21st-July 2nd, 1911	30.00
M. E. Forrey, for one house boat purchased	
by Engineer F. C. Elliot, Aug. 1, 1911	125.00
Gulf Refining Company, gasoline	
furnished on contract by Agent at	
Fort Myers, Oct. 2, 1911 \$ 6.75	
and bill of Oct. 23, 1911	
and pint of Oct. 25, 1511 55.15	\$40.50
D. J. (W. D. M. Laure Branciston)	920.00
Palace Market (T. E. Mayberry, Proprietor),	
meats furnished Engineer R. C. Hicks, bill of	4.30
Oct. 7, 1911	4.90
E. Carlton, meats furnished Engineer J. W.	2.10
Newman, bill of Oct. 31, 1911	2.10
The Lee Bros. Co., hire of boat 3 days at \$2.00	6.00
per day, bill of Oct. 30, 1911	0.00
W. & L. E. Gurley, surveying instruments fur-	
nished Asst. Engr. R. A. Boehringer, bill of	248.00
Oct. 5, 1911	248.00
Middle Florida Ice Company, distilled water	
furnished office Chief Drainage Engineer, bill	2.50
of Nov. 1, 1911	2.50

Butler & Thomas, groceries, etc., furnished	100.10
Asst. Engr. R. C. Hicks, bill of Oct. 1, 1911  J. W. Lathrop Co., gasoline marine engine supplies furnished Engr. J. W. Newman, bill of	129.10
Oct. 16, 1911	15.00
Frank T. Budge, hardware furnished Engr. T. E. Frederick, bill of Oct. 30, 1911	1.55
Hendry & Kimbal, machine work on wheel, bill	1.00
of Sept. 1, 1911  Everglade Grocery Company, supplies fur-	2.65
nished State Quarter Boat, bill of Oct. 5,	
1911	23.30
Miami Yacht and Machine Company, supplies furnished Engr. R. C. Hicks, bill of Sept. 20,	
1911	1.05
Stranahan & Co., supplies furnished Engr. Hicks, bill of Sept. 30, 1911	2.05
W. J. Cathcart, supplies furnished account	
State Survey, through Engr. R. F. Ensey, bill of Oct. 2, 1911	144.82
New River Transportation Company, for haul-	
ing oil and gasoline, bill of Sept. 29, 1911  H. & W. B. Drew Company, supplies	6.00
furnished Inspector E. A. Crouch-	
er, bill of Oct. 16, 1911	
W. Kissick, bill of Oct. 17, 1911 9.35	
Supplies furnished Chief Drainage Engineer, bill of Oct. 31, 1911 2.04	
age Engineer, but of Oct. 51, 1911	\$24.14
C. W. Carlton, hardware furnished Engineer	144.00
J. W. Newman, bill of Oct. 2, 1911 G. F. Ireland, supplies furnished	144,69
Engineer J. W. Newman, bill of	
Nov. 1, 1911	
2.00	12.25

Labelle Boat and General Repair Sh plies furnished Engineer J. W. Newn of Nov. 1, 1911	nan, bill	66.53
Labelle Mercantile and Hardware Company, supplies furnished En- gineer J. W. Newman, bill of Oct.		
3, 1911	\$72.10	
bill of Oct. 7, 1911	3.40	
bill of Oct. 11, 1911	25.20	
bill of Oct. 16, 1911	6.00	
		106.70
Labelle Supply Company, supplies		
furnished Engineer J. W. New-		
man, bill of Oct. 23, 1911	\$24.78	
bill of Oct. 25, 1911	47.94	
and bill of Nov. 1, 1911	7.05	
		\$79.77

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, November 18, 1911.

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. Bill of Hon. W. S. Jennings, Attorney's fee and expenses in arguing case of Richard G. Peters v. Trustees I. I. Fund, on November 7th and 8th, 1911, as per agreement of April 28th, 1909, for \$591.25, was presented and ordered paid.

The Everglades Land Sales Company requested permission of the Trustees to cut a canal  $7\frac{1}{2}$  miles long south from a point on the South New River Canal, on a line one mile west of the range line dividing ranges 40 and 41, and that the field notes of the survey of said route be accepted and used in the field survey of the engineers of the Trustees now making a survey of the Everglades.

The Trustees decided that they would prefer not adopting as official any survey not made by engineers in their employ and made under their supervision, and directed the Secretary to write the Everglades Land Sales Company accordingly.

The following communication was received from J. O. Wright, Chief Drainage Engineer:

"Tallahassee, Florida, November 18, 1911.

Trustees Internal Improvement Fund, Tallahassee, Fla. Gentlemen: There are nine dredges now at work on the drainage canals. It requires a great deal of office work to plot the cross-sections and compute the excavation removed by these dredges. In addition to this, I have to give considerable time to the land survey now being carried on and also to the lock construction. The Florida Coast Line Canal also takes some of my time each month. With the growth of the work, I find that it is impossible to keep up the details of the office without spending all my time doing them. I think it would be much better for the State for me to have a clerk to assist in making cross-sections, blue prints, do copying, look after the files and other routine work of that nature.

While I was away on my vacation, I employed Mr. J

E. Downing to assist Mr. Pierce in this work, and while Mr. Pierce was away I retained him to assist me. For this service I have paid him out of my own funds.

I now request authority to employ Mr. Downing at a salary of \$40.00 per month to fill this position and suggest that employment date from November 1st, as he has been in the office since that time assisting in the work.

Very truly yours,

J. O. WRIGHT, Chief Drainage Engineer."

The Trustees, in view of the conditions stated by the Chief Drainage Engineer, ordered that J. E. Downing be employed as an assistant in the office of the Chief Drainage Engineer at the salary of \$40.00 per month and that his salary start from the first day of November, 1911.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor, J. C. LUNING, Secretary.

Tallahassee, Florida, November 20, 1911.

The Trustees of the Internal Improvement Fund met in the office of the Comptroller on this date:

#### Present:

A. C. Croom, Comptroller, W. V. Knott, Treasurer, Park Trammell, Attorney General.

Hon. A. C. Croom was made Chairman.

The Secretary presented the following letter and resolutions from the officials of the Florida Coast Line Canal and Transportation Company:

"Jacksonville, Florida, November 18, 1911.

# J. C. Luning, Esq., Secretary Trustees I. I. Fund, Tallahassee, Florida.

Dear Sir: In reply to your telegram of the 27th ult. and your letter of the 9th inst., I transmit a resolution of the Board of Directors of the Florida Coast Line Canal and Transportation Company, passed January 15, 1910, by which the sale of all the lands to which the canal company then had title or which was held in reserve for said company was referred to the Executive Committee with full powers, and I also enclose a resolution of the Executive Committee, adopted November 14, 1911, whereby it was resolved that the Treasurer of the company be and is directed to request the Trustees of the Internal Improvement Fund of the State of Florida to authorize the sale to George Tucker at \$10.00 per acre of the lands referred to in your letter and telegram, being lands in the first escrow deed, and described as follows:

	Sec	. Т.	R	Acres.
SW. 1/4 of NE. 1/4; SE. 1/4 of NW. 1/4;				
E. ½ of SE. ¼ and SW.¼ of SE. ¼	8	35	40	200
SE. ¼ of SW. ¼	9	35	40	40
E. ½ of NE. ¼	26	35	39	80
SE. 1/4 and E, 1/2 of SW. 1/4	32	35	39	240
S. ½	33	35	39	320
W. ½ of SW. ¼	34	35	39	80
				960

The money to be obtained from said sale to be paid into the special fund at the Barnett National Bank of Jacksonville, Florida, to be held subject to the same terms and conditions as apply to the special fund of the Florida Coast Line Canal and Transportation Company at said bank, as stated in the resolutions of the Trustees of the Internal Improvement Fund, adopted October 29th, 1910. In accordance with said resolutions, if the Trustees will

execute a deed to the canal company of said nine hundred and sixty acres, the canal company will execute a deed of the same to said George Tucker. This seems to the canal company the only practicable way of conveying the lands to Tucker, as said lands are already included in the escrow deed from the Trustees of the Internal Improvement Fund to the canal company, which is held in escrow by Bion H. Barnett, hence it would be impracticable to have another deed directly from the Trustees to Tucker, as that would complicate the title and cause trouble hereafter on the record, but as the Trustees have already included the land in the escrow deed to the canal company, it would make no complication hereafter to convev the land in the way above suggested by direct deed to the canal company, which would immediately convey them to Tucker.

Very truly yours,

(Signed.)

Florida Coast Line Canal and Transportation Company,
By A. H. Sawyer,
Secretary and Treasurer."

"At a meeting of the Board of Directors of the Florida Coast Line Canal and Transportation Company held January 15th, 1910, the following resolution was adopted:

'On motion duly seconded it was voted: That the sale of all lands to which the Canal Company now has title or is held in reserve for said Canal Company be referred to the Executive Committee with full powers.'

A true copy.

Attest:

A. H. SAWYER, Secretary."

"At a meeting of the Executive Committee of the Florida Coast Line Canal and Transportation Company held November 4th, 1911, the following resolution was adopted:

'On motion duly seconded it was resolved:

That the Treasurer of the Company be and he is hereby directed to request the Trustees of the Internal Improvement Fund of the State of Florida to authorize the sale to George Tucker at \$10.00 per acre the following described lands in the First Escrow Deed lying in St. Lucie County, Florida:

	Sec	т.	R	Acres.	
SW. 1/4 of NE. 1/4; SE. 1/4 of NW. 1/4;					
E. 1/2 of SE. 1/4 and SW.1/4 of SE. 1/4	8	35	40	200	
SE. 1/4 of SW. 1/4	9	35	40	40	
E. ½ of NE. ¼	26	.35	39	80	
SE. 1/4 and E. 1/2 of SW. 1/4	32	35	39	240	ě
S. ½	33	35	39	320	
W. ½ of SW. ¼	34	35	39	80	
				960	

It being understood that the money obtained from this sale shall be paid into the Special Fund at the Barnett National Bank of Jacksonville, Florida, and be held subject to the same terms and conditions as apply to the Special Fund of the Florida Coast Line Canal and Transportation Company at said bank, as stated in the resolution of the Trustees of the I. I. Fund of the State of Florida adopted October 29, 1911.

A true copy.

A. H. SAWYER, Secretary."

In compliance with the request of the Florida Coast Line Canal and Transportation Company, expressed in the above resolution, the Trustees of the Internal improvement Fund being satisfied that the price of ten dollars per acre for the land referred to was a reasonable and fair price and realizing that the sale of these lands would result in their being placed upon the tax books of the State and County and the means of bringing many new settlers to the State, adopted the following resolution:

Resolved, That the Trustees of the Internal Improvement Fund of the State of Florida, hereby orders a deed executed to the Florida Coast Line Canal and Transportation Company of the—

	Sec.	T.	R,	Acres.
SW. 1/4 of NE, 1/4; SE, 1/4 of NW, 1/4;				
E. 1/2 of SE. 1/4 and SW.1/4 of SE. 1/4	8	35	40	200
SE. 1/4 of SW. 1/4	9	35	40	40
E. ½ of NE. ¼	26	35	39	80
SE. 1/4 and E. 1/2 of SW. 1/4	32	35	39	240
S. ½	33	35	39	320
W. ½ of SW. ¼	34	35	39	80
				960

said lands being a portion of the lands contained in a certain deed from the Trustees to the Florida Coast Line Canal and Transportation Company, now held in escrow by the Barnett National Bank, of Jacksonville, Florida, and that the deed to be executed recite the fact that the lands conveyed by it are a portion of the lands covered by the escrow deed above referred to, and that it is being executed to enable the Canal Company to sell same and use the proceeds thereof for the same purposes of the land contained in the escrow deed; that this deed to be now executed be forwarded to the Barnett National Bank. the holder of the escrow deed, with instructions to deliver same to the Florida Coast Line Canal and Transportation Company, or its order, upon the payment to the said Barnett National Bank of \$9,600.00, this \$9,600.00 to be held by said Bank in the Special Fund in said Bank subject to all the conditions and stipulations of said escrow deed, and the said Special Fund and that a certified copyof these resolutions be sent to both the Florida Coast Line Canal and Transportation Company and the Barnett National Bank, of Jacksonville, Florida,

A letter was presented by the Secretary from The Smith and Warr Transportation Lines, of Miami, Florida, accepting the conditions of the permit granted by the Trustees to said Company to erect temporary platforms or docks upon both sides of the dam in the Miami Canal and place a launch in the said canal, above the dam, excepting from said acceptance the privilege of other or rival transportation lines using said platforms or docks for the purpose of landing passengers thereon.

The Trustees instructed the Secretary to write The Smith and Warr Transportation Lines, of Miami, Florida. that they would not grant permission to erect these temporary platforms or docks referred to in the Miami Canal unless said platfarms or docks were subject to the use of all persons, including all transportation lines. That in case other transportation lines desire to use them they must have the privilege of doing so upon said transportation lines paying their proper proportion of the cost of erction of said platforms or docks; private individuals to use said landing places or docks free. they would agree to these conditions, permission would be given to erect temporary platforms or docks, subject to revokal of said permission at any time at the pleasure of the Trustees, otherwise permission would not be granted, and the Secretary was instructed to so inform The Smith and Warr Transportation Lines.

The Trustees then adjourned.

Attest: A. C. CROOM, Acting Chairman.
J. C. LUNING, Secretary.

Tallahassee, Florida, November 27, 1911.

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 letter from Dr. E. C. Chambers, of Kansas City, Mo., addressed to the Attorney General, was read:

"Kansas City, Mo., November 21, 1911.

Honorable Park Trammell, Attorney General, Tallahassee, Florida.

Honorable Sir: Under my contract with the State I recently paid out a quarter section of land, and in making the deed to me the Internal Improvement Fund of Florida proposed to reserve three-fourths interest in all phosphate, minerals and metals, also one-half interest in all petroleum, that may be now or hereafter found upon or under the land, with rights to go upon said land to develop same. In looking over my contract with the said Internal Improvement Fund I find no mention of such reservations. I will be glad to hear upon what authority the Board presumes to make such reservations. understand I bought this land and have put it on the market and have sold this very quarter section, and in fact all of that section on monthly payments, and if I should make it known that such reservations were made by the State. I would never be able to sell another acre and am holding the deed up until I can hear from you regarding this matter, and hope you will instruct me by return mail to return the deed to the Board for correction.

Awaiting an early reply and assuring you of my kindest regards, I am

Sincerely yours,

(Signed.)

E. C. CHAMBERS."

The Secretary was directed to write Dr. Chambers, as the contract for the sale of lands purchased by him was prior to the law in reference to reserving certain interests in phosphates, petroleum, minerals, etc., it was not intended to make these reservations in deed to lands sold him; and if he would return the deed referred to said deed would be canceled and a new deed executed with these reservations omitted.

A letter was presented from Mr. A. B. Sanders, of Miami, Florida, stating that he had sold 50 acres of the 100 acres purchased of the Trustees of the Internal Improvement Fund in the spring of 1910; that he had sold this land to Mrs. Anna Hirsch, of Chicago, Illinois, as drained land, as he bought it as drained land; that Mrs. Hirsch had moved with her family, bringing carloads of furniture, seed potatoes, and stock, and that when she arrived about two weeks ago she found the land she had purchased about two feet under water, stating that the cause of the water being over the land is the breaks in the levies or spoil banks along the canal and it looks on account of the late rains that it will be impossible for Mrs. Hirsch to go on these lands this season and desiring to know if he can secure for Mrs. Hirsch 50 acres of land below the locks in the canal either by lease or purchase so that she can get to work this season.

The Trustees while refusing to admit that they had sold Mr. A. B. Sanders or any one else land claiming that it had been drained, nevertheless were desirous of assisting Mr. Sanders in procuring lands that the lady referred to could cultivate this season, and decided that they would lease to Mr. Sanders for Mrs. Hirsch for cultivation for the coming season, 50 acres owned by them on the canals at the rental price of \$3.00 per acre for the season, said \$3.00 per acre to be paid upon the selection of the lands and a contract for the lease of same executed, and directed the Secretary to write Mr. Sanders accord-

ingly, sending him a map showing the lands owned by the Trustees from which to make a selection.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor. J. C. LUNING, Secretary.

Tallahassee, Florida, November, 28, 1911.

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, Treasurr,

Park Trammell, Attorney General,

B. E. McLin, Commissioner of Agriculture.

The following letter from the Furst-Clark Construction Company in reference to the matter of insurance carried upon the dredges purchased by said Company from the Trustees of the Internal Improvement Fund was read:

"Baltimore, Md., November 25, 1911."

Mr. J. C. Luning, Secretary, Tallahassee, Florida.

Dear Sir: We have yours of the 17th instant with enclosures as follows:

1.	Check	for	\$:	39,198.88
0	C111-	e		97.95

all of which are in payment of the respective services enumerated upon accompanying vouchers which latter we have properly receipted and are returning herewith.

We also acknowledge the receipt of your bill for the 14th and 15th payments on boats, barges, etc., and the 5th payment on dredges purchased from the Trustees of the Internal Improvement Fund, respectively, and are handingyou herewith our check for \$14,042.08 in payment thereof, and will thank you to receipt the attached voucher and return for our files.

As the matter of insurance rates, upon the dredges which we purchased from the State, are very much higher than we are compelled to pay upon our plant located elsewhere, than in Florida, we would appreciate it very much if you would request the Trustees of the Internal Improvement Fund to grant us permission to carry only the amount of insurance to cover the balance we owe the State upon these dredges in such insurance companies as are authorized to do business in Florida, leaving us free to place the balance of the insurance where we may elect.

In other words, after making you the fifth payment today upon these dredges, we will owe a balance upon them of approximately \$84,000.00, and this latter amount is all the insurance we feel that we should be compelled to carry in the Insurance Companies authorized to do business in Florida, as this sum represents the only interest the State now has in these dredges, and if this is covered to your satisfaction, and in accordance with the provisions of your State laws, it seems to us we have met every requirement which will safe-guard the State's property. Not only that, but you have a retained percentage of \$50,000.00 in addition as security that we will faithfully fulfill our contract.

We of course do not want to disturb the present policies of insurance, as they are now written, but hereafter as they expire we would like to have the privilege of carrying the excess of insurance beyond the amount we owe the State of Florida, upon those dredges, at the date of expiration, in such insurance companies as may be satisfactory to us notwithstanding these latter companies may not be authorized to do business in your State.

The writer's absence from the city alone prevented an earlier reply to your letter.

Hoping you will find it entirely consistent with your sense of public duty to grant us the privilege of adjusting the insurance hereafter as above described, as the premiums thereon is a very vital consideration to us, we are.

Very truly yours,

- (Signed)

F. A. FURST, President.

The Trustees decided to grant the request of the Furst-Clark Construction Company, as stated in their letter, and instructed the Secretary to so notify said Company.

The Secretary presented the following letter written by him to The Smith and Warr Transportation Lines, of Miami, Florida, relative to permission by the Trustees to erect temporary landing places or docks on both sides of the dam in the Miami Canal, and placing a launch in said canal above the dam, and the reply of said Company, in which said Company accepted the conditions imposed by the Trustees:

"Tallahassee, Florida, November 21, 1911.

The Smith and Warr Transportation Lines, Miami,

Gentlemen: I am in receipt of yours of the 18th instant acknowledging receipt of mine of the 16th, ip which information was given to the effect that the Trustees had consented to allow your Lines to build temporary landing places or docks on each side of the dam in the Miami Canal, and also to place a launch in

the canal above the dam for the purpose of transporting passengers, etc., and permission to navigate the canal above the dam, subject to the conditions that all individuals or persons or transportation lines should have the privilege of using same, in which you state that you do not think that the Trustees intend that other transportation lines should use these docks erected by you, and that you accept the stipulations made by them so far as they relate to private individuals or persons using these landing places or docks.

In reply I beg to advise that I placed your letter of the 18th instant before the Trustees and they instructed me to write you that they would not consent to more than your Transportation Lines having the privilege of erecting these temporary landing places or docks on both sides of the dam in the Miami Canal without stipulating in said permit that all persons, including transportation lines, should be allowed to land there. They, however, are willing in the case of transportation lines, other than yours, desiring to use these landing places, that they should be required to bear their pro rata of the cost of erecting these landing places, this pro rata expense to be paid to you as a reimbursement for your expense in erecting same.

If you are willing to accept the conditions herein stipulated, you are at liberty to go ahead and erect said docks, to be maintained at the pleasure of the Trustees, upon your writing me and accepting the conditions stipulated in this letter.

Yours very truly,

(Signed)

J. C. LUNING, Secretary."

"Miami, Florida, November 24, 1911.

Trustees of the Internal Improvement Fund of the State of Florida, Mr. J. C. Luning, Secretary.

Dear Sir: Replying to your kind favor of the 21st just at hand would say:

We thank you very much for the privileges granted us and accept with pleasure all the conditions named in same,

Our only reason for writing you further upon receipt of your former letter was the fact that we didn't wish to put ourselves in a position where we would have to build and maintain landing facilities to be thrown open to our competitors without recompense. We have no desire to be arbitrary in these matters, but we do think the fellow who uses other folks' property should expect to at least pay his share.

We thank you over again and will say that we will have our landings all in place for the coming tourist season.

Would consider it a pleasure to extend any of the members of your Board at any time you should happen to be in Miami the privileges of transportation on any of our boat trips here.

Very truly yours,

(Signed)

Biscayne Navigation Co., AVERY C. SMITH, President."

The Everglade Land Sales Company requested the Trustees to appoint some engineer to either survey the route of the canal they propose cutting in the Everglades or appoint some engineer to go through the survey of the canal with an engineer that the Company will employ and check up the work of said engineer, so that the work can be started at once.

The Trustees directed the Secretary to write the said Company that they would select an engineer to do this work provided the Everglade Land Sales Company would pay the expense of said survey.

A letter was presented from the Everglade Land Sales Company requesting permission from the Trustees to cut a canal one mile west of the range line dividing ranges 40 and 41 east extending south seven and one-quarter miles from the South New River Canal, stating that they desire to reserve a right-of-way of 100 feet along their canal route and requesting the Trustees to give them 50 feet from that portion of sections twenty-six (26) and chirty-six (36), township fifty (50) south, range forty (40) east, traversed by the canal.

The Trustees instructed the Secretary to write the Everglade Land Sales Company that they would give their consent to said Company excavating a canal on their land between sections twenty-six (26) and thirty-six (36) of township fifty (50) south, range forty (40) east, of whatever width they desired to make the canal, but they would be forced to decline to deed any amount of land for this purpose for the reason that it was the policy of the Trustees to retain the title to the banks, including a sufficient strip of land on each side, of all canals cut in the Everglades, wherever possible, for the purpose of said banks and strips of land being held for the use of the general public for roadways, proper protection of the canal and any other purposes for the general good of the public. For these reasons it was the desire of the Trustees to retain the title to such and not have the title in the hands of individuals, companies or corporations, where the rights and benefits stated above could be withheld from the public.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. C. LUNING, Secretary.

Tallahassee, Florida, November 29, 1911.

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.

Mr. Geo. F. Miles, Hon. C. M. Cooper and Mr. Edwards, of Providence, Rhode Island, representing the Florida Coast Line Canal and Transportation Company, appeared before the Trustees with a request that they be allowed to sell the whole or a portion of the lands contained in the deed now being held by Bion H. Barnett, of Jacksonville, for the purpose of securing funds for continuing and completing the canal of said Company, and also requesting that the holder of said escrow deed be changed from Bion H. Barnett to the First National Bank of St. Augustine, the change being satisfactory to Mr. Barnett and the representatives of the Canal Company stating that the change would be more convenient for them.

In the discussion of the matter certain resolutions relative to the matter under discussion were introduced and discussed and the meeting adjourned before a final decision was reached until the next morning, November 30, 1911.

Attest: ALBERT W. GILCHRIST, Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, November 30, 1911.

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 Trustees met pursuant to adjournment on the afternoon of the 29th instant for the purpose of further consideration of the requests of the Florida Coast Line Canal and Transportation Company relative to allowing said Company to sell lands contained in a deed held in escrow by Bion H. Barnett, of Jacksonville, Florida, and also relative to the change of custodianship of said escrow deed, Hon. C. M. Cooper, representing the Canal Company, being present, when the following resolutions were presented and adopted:

Whereas, There was a certain contract made and dated December 1st, 1906, by and between the Trustees of the Internal Improvement Fund of the State of Florida and the Florida Coast Line Canal and Transportation Company concerning the completion of the canal of said Company between the Mantanzas River and the Halifax River and between St. Augustine and the St. Johns River, and among other things in said contract there were provisions for the deposit in escrow with Bion H. Barnett of two certain deeds of land in said contract mentioned, upon the terms and conditions in said contract mentioned; and

Whereas, Afterwards, under certain resolutions adopted by said Trustees of the Internal Improvement Fund October 29th, 1910, and also ratified and adopted by the Board of Directors of said Canal Company, Bion H. Barnett was authorized and directed to deliver one of said deeds to said Canal Company, with provisions in said resolution for the deposit with the Barnett National Bank of Jacksonville of the proceeds of sale of lands men-

tioned in said escrow deed so delivered, as a special fund in the hands of said bank to be used by said Canal Company only for the construction and maintenance of said canal until completed, as therein mentioned; and

Whereas, Said Canal Company desires to make a similar arrangement concerning the lands covered by the other escrow deed still remaining on deposit with said Bion H. Barnett, and it being represented that said canal has been completed between St. Augustine and the St. Johns River, and that said Canal Company is prosecuting the work of completing said canal between the Matanzas and Halifax Rivers, and that it is to the public interest that such an arrangement should be made to insure and facilitate the early completion of said canal between the Matanzas and the Halifax Rivers, and it is desirable to make such arrangement that the lands embraced in said deed may be made available to purchasers, and that the same may be open to settlement and improvement and get the same on the tax books for the payment of taxes; now, therefore,

Be It Resolved, That said Bion H. Barnett be, and he is hereby authorized and directed to deliver said escrow deed remaining on deposit with him to the First National Bank of St. Augustine, Florida, to be held by said Bank under the terms and conditions of the said agreement of December 1st, 1906, and of these resolutions.

Be It Further Resolved, That the lands described in said escrow deed may be sold by said Florida Coast Line Canal and Transportation Company as a whole, or in such bodies or quantities, from time to time, as said Canal Company may desire, at such price or prices and such terms as may be approved by said Canal Company and by said Trustees of the Internal Improvement Fund, and deeds of the land or lands so sold to the purchaser or purchasers conveying the same to such purchaser or pur-

chasers in fee simple shall be made from time to time as may be necessary by said Canal Company and by said Trustees, and the net proceeds of such sale or sales, after deducting any expenses of making such sale or sales, not to exceed ten per cent, of the purchase money, it being required that such net proceeds shall amount to ninety per cent. of the purchase money shall be deposited with said First National Bank of St. Augustine as a special fund, upon the like terms, conditions and provisions as to the expenditure and disbursement of said special fund as were contained in said resolutions of October 29th. 1910, concerning the special fund created from the proceeds of sale of the lands embraced in the escrow deed heretofore delivered and which special fund was deposited in the Barnett National Bank of Jacksonville special fund shall be used in the manner provided in said resolutions of October 29th, 1910, in the completion of said canal between the Matanzas and Halifax Rivers, and the construction of any draw-bridge or draw-bridges that may be necessary over the canal between St. Augustine and the St. Johns River, for any county road, and the restoration or maintenance of the canal of said Company, by doing such work as may be necessary in the opinion of such engineer as has been or may be designated by said Trustees as mentioned in said resolutions of October 29th. 1910, and restore said canal in any portion of its route from its entrance to the Halifax River to Biscayne Bay, the Indian River or portion of water way taken over by the United States not to be included therein; the amount of said fund to be used for such purposes of maintenance or restoration not to exceed Fifty Thousand Dollars.

Be It Further Resolved, That it is understood that said Canal Company shall continue to prosecute the work of completing said canal between Matanzas and Halifax Rivers and all work mentioned in these resolutions with reasonable diligence and expedition until the same shall be completed in accordance with the specifications for construction of canals heretofore provided by the Acts of the Legislature and by said ocntract of December 1st. 1906, and that when said portion of said canal between said Mantanzas and Halifax Rivers shall be completed, that any remainder of said fund that may be derived from the sale of said lands contained in said escrow deed as hereinbefore mentioned that remain unexpended shall be paid over and delivered by said First National Bank of St. Augustine to the said Florida Coast Line Canal and Transportation Company, and if all the lands mentioned and included in said escrow deed shall not then have been sold and conveyed said escrow deed shall be then delivered by said First National Bank of St. Augustine to said Florida Coast Line Canal and Transportation Company and all of said moneys or funds and land not expended on the work on said canal as aforesaid shall be received, held and applied by said Company for the use and benefit of itself or its assigns; but nothing herein contained shall be construed to require or authorize the delivery to said Canal Company of any part of said Fifty Thousand Dollars that may be necessary to the maintenance or restoration of said canal as above mentioned until that work of maintenance and restoration shall have been completed.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor. J. C. LUNING, Secretary.

Tallahassee, Fla., December 1, 1911.

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 bills were approved and ordered paid:

J. C. Luning, salary as Secretary, November, 1911	166.66
Mary Herring, salary as Stenographer to Secre-	
tary, November, 1911	75.00
John T. Costa, salary as Chief Clerk for Sales-	
man, November, 1911	150.00
W. H. Ellis, salary as Counsel to Trustees, No-	
vember, 1911	208.33
General Land Office, 35 photolithographic	
copies of township plats, bill of Nov. 23, 1911	9.25
Capital City Bank for T. J. Appleyard, for	
1,000 second sheets, bill of Dec. 1, 1911	2.40
D. R. Cox Furniture Company, 2 rugs for of-	
fice of Secretary, bill of Dec. 1, 1911	4.75
A. B. Ferguson, Clerk Circuit Court Polk Coun-	
ty, for rec. Quit Claim Deed from Hamilton	
Disston to Trustees, bill of Nov. 4, 1911	4.50
Capital City Bank for T. J. Appleyard, for re-	
binding 2 record books for Salesman, bill of	
Dec. 1, 1911	16.00
I. N. Withers, salary and expenses for secur-	
ing rights-of-way for canals along the route	
of Snapper, Snake and Cypress Creek	128.95

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

neer, November, 1911	416.66
G. C. Pierce, salary as Office Engineer, Novem-	
ber, 1911	125.00
J. E. Downing, salary as Clerk for Chief Drainage Engineer, November, 1911	40.00
R. F. Ensey, Assistant Engineer, Survey East Side, November, 1911	175.00
John W. Newman, Assistant Engineer, Novem-	125 00
ber, 1911	125.00
G. V. Scott, Instrumentman, November, 1911.	90.00
Ben Waldron, Pilot, at \$2.50 per day, 26 days,	
November, 1911	65.00
Tom Russ, in charge of launch engine, at \$2.50	
per day, 26 days, November, 1911	65.00
Jas. Mabry, chain and axeman, at \$2.00 per	
day, 26 days, November, 1911	52.00
Lonnie Howard, chain and rodman, at \$2.00	
per day, 22 days, November, 1911	44.00
Wm. Cason, Jr., chain and axeman, at \$2.00	
per day, 4 days, November, 1911	8.00
W. S. Dowell, cook, at \$1.50 per day, 30 days,	
November, 1911	45.00
Wm. Cason, hire of self and laungh, at \$5.00	
per day, 20 days, November, 1911	100.00
Tom Ward, chain and axeman, at \$2.00 per	
day, 22 days, November, 1911	44.00
G. T. Guerry, chain and axeman, at \$2.00 per	
day, 1 day, November, 1911	2.00
M. L. Heiss, Lock Inspector, November, 1911.	90.00
F. C. Elliot, Engineer, Survey Okeechobee end,	
November, 1911	175.00
R. C. Hicks, expense account for October, 1911,	
as Assistant Drainage Engineer	20.25
0	

Board of Managers, City Water and Light Plants, account fixtures for use in office Chief	
Drainage Engineer, bill of Nov. 10, 1911	2.06
E. A. Croucher, express on chain ad tape from	
Jacksonville, bill of Oct. 14, 1911	1.10
J. S. Sundy, 3 trips to the Everglades, account Mr. Ensey, at \$5.00 per trip, bill of Nov. 20, 1911	15.00
G. O. Butler, 1 package drawing paper and ex-	10.00
press on same, bill of Oct. 9, 1911	3.65
Coffin Valve Company, 4, 5'x4' Rectangular	~10.00
Sluice Gates, bill of June 2, 1911	540.00
H. & W. B. Drew Company, supplies furnished	
office Chief Drainage Engineer, bill of Nov. 27, 1911	3.98
Labelle Mercantile and Hardware Company,	9.90
supplies furnished Assistant Engineer J. W.	
Newman, bill of Nov. 11, 1911	68.95
Dade Lumber Company, Stakes for	
survey, bill of Sept. 15, 1911 \$1.60	
bill of blank date 3.78	
bill of Oct. 9, 1911 3.85	
	\$9.23
Stranahan & Co., supplies furnished Engineer R. C. Hicks, bill of Nov.	
15, 1911	
	\$ 7.85
Everglade Grocery Company, supplies fur-	- I - Consess
nished Engineer R. C. Hicks, bill of Oct, 31, 1911	10.10
The McCrimmon Lumber Company, lath fur-	
nished Engineer T. E. Frederick, bill of Nov.	
20, 1911	1.50

Gasoline and Oil as per ticket No.  2269
E
R. C. Hicks, Assistant Engineer, November, 1911
J. P. Hunter, Instrumentman, November, 1911 75.00
A. A. J. Croucher, Launchman, November,
1911 75.00
S. M. Hicks, Rodman, at \$2.00 per day, 26 days, November, 1911
Lewis Butler, Cook, at \$1.33 $\frac{1}{\beta}$ per day, 30 days,
November, 1911
Marshall Carr, Inspector, November, 1911 60.00 W. W. Kissick, Inspector, November, 1911 60.00
A. J. Rogers, hire of self and launch, at \$5.00 per day, 26 days, November, 1911
Thos. E. Frederick, Assistant Engineer, November, 1911 90.00
J. H. Jacobie, Inspector, November, 1911 60.00
C. K. King, Rodman, at \$2.00 per day, 2 days, November, 1911
Thos. E. Frederick, expenses of self and assistant on Special Survey, to determine Station "O" and lock site
Labelle Mercantile and Hardware Company, supplies furnished En-
gineer J. W. Newman, bill of Nov. 17, 1911
bill of Nov. 21, 1911 34.31 35.91

W. J. Cathcart, supplies furnished	
account State Survey, bill of Nov.	
1, 1911, freight on pipe from	
Jacksonville \$14.19	
balance due on bills of Nov. 11th	
and 13th, 1911, as per statement	
of Nov. 1, 1911 50.17	
bill of Nov. 20, 1911 2.75	
bill of Nov. 21, 1911 130.49	
	\$197.60
Furst-Clark Construction Company, meals fur-	
nished State men on dredges, October, 1911.	84.75
New River Machine Shop, work and material	
for launch "Dixie," bill of Aug. 1, 1911	6.60
King Son's Company, sounding rods for use on	
Hillsborough Canal, survey, bill of June 1,	
1911	3.50
Mercantile Drug Company, supplies furnished	
Engineer Geo. O. Butler, account Lake	
Worth Canal Survey, bill of Sept. 30, 1911	2.00
G. G. Strohm Co., supplies furnished	
Engineer Geo. O. Butler, account	
Lake Worth Canal Survey, bill of	
Nov. 1, 1911	
bill of Oct. 1, 1911 69.31	
bill of Nov. 1, 1911, for hire of	
team, 29 days, at \$5.00 per day 145.00	
bill of Oct. 1, 1911, for 25 days	
hire of mules and wagon 125.00	
	\$437.87
McGinley Bros. Company, supplies furnished	
Engineer Geo. O. Butler, account Lake	
Worth Canal Survey, bill of Nov. 15, 1911.	14.94
Lake Worth Mercantile Company, supplies fur-	
nished Engineer Geo. O. Butler, account	
Lake Worth Canal Survey, bill of Sept. 30,	
1911	4.66

James Miller, 1 long drill furnished Engineer Geo. O. Butler, account Lake Worth Canal	
Survey, bill of Sept. 30, 1911	2.75
Smith's Book Store, supplies furnished Engineer Thos. E. Frederick, bill of Nov. 24,	
1911	4.85
Capital City Bank for T. J. Appleyard, for printing 1,000 daily lock reports, bill of Dec.	
1, 1911	10.00
Frank T. Budge, supplies furnished Engineer Thos. E. Frederick, bill of Nov. 24, 1911	2.50
Bowers Bros., supplies furnished Engineer Geo. O. Butler, account Lake Worth Canal Sur-	
vey, bill of Oct. 30, 1911	51.75
West Palm Beach Transfer Company, for team hire by Engineer Geo. O. Butler, account Lake Worth Canal Survey, bill of Nov. 20,	
1911	10.00
R. W. Gardner, for hire of horse and buggy twice by Engineer Geo. O. Butler, account Lake Worth Canal Survey, bill of Sept. 19,	
1911	6.00
J. W. Ashley, 2 glade boats, account Lake	
Worth Canal Survey, bill of Nov. 1, 1911	15.00
Chas. H. Ruggles, Assistant Engineer on Lake	
Worth Canal Survey, at \$150.00 per month, 27 days, September, 1911	135.00
R. R. Roebuck, Cook, at \$2.00 per day, 27 days,	
September, 1911	-54.00
Wm. F. Morrison, Chainman, at \$2.00 per day, 25 days, September, 1911	50.00
Wm. Nirsru, Axeman, at \$2.00 per day, 4 days, September, 1911	8.00
R. H. Ashley, Axeman, at \$2.00 per day, 5 days,	
September, 1911	10.00

Wm. H. Shuford, Axeman, at \$2.00 per day, 19 days, September, 1911	38.00
Wm. Nicholson, Axeman, at \$2.00 per day, 14 days, September, 1911	28.00
H. N. Munch, Axeman, at \$2.00 per day, 14½ days, September, 1911	29.00
Wm. Ashley, Guide and Axeman, at \$2.50 per day, 19 days, September, 1911	47.50
E. A. Croucher, Inspector, November, 1911	75.00

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

# Tallahassee, Fla., December 2, 1911.

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.

A letter was presented from Mr. T. J. Campbell, of West Palm Beach, Fla., representing the people of West Palm Beach and Palm Beach County, requesting to know the terms upon which the Trustees would sell the 10,000 acres of land authorized to be sold for the purpose of the construction of the canal known as the West Palm Beach Canal in resolutions adopted June 15, 1911.

The Trustees, considering the matter, decided that they would sell the land at a price of \$15.00 per acre upon the following terms:

\$30,000.00 cash, \$40,000.00 to be paid in eight months, \$40,000.00 to be paid in sixteen months, \$40,000.00 to be paid in twenty-four months, and directed the Secretary to write Mr. Campbell accordingly.

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST, Governor.

Tallahassee, Florida, December 5, 1911.

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.

Messrs. F. C. Elliott and R. F. Ensey, Assistant Engineers in charge of the surveying corps of the Trustees employed in surveying the Everglades, requested that the Trustees allow them to carry a sufficient amount as a contingent fund, to be used in paying incidental expenses that arise from time to time, which necessitates small amounts of ready cash, and upon motion the Secretary

was directed to draw two checks in the sum of \$150.00 each, payable respectively to F. C. Elliott and R. F. Ensey, Assistant Engineers, to be used by them for the purposes stated above, taking their receipt for same. Said money to be returned to the Trustees when the necessity no longer exists for same or when the employment of said Elliot and Ensey with the Trustees ceases.

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

C. H. Ruggles, salary as Assistant Engineer,	
October, 1911	150.00
per day, 26 days, October, 1911	65.00
W. Morrison, Chain and Axman, at \$2.00 per	~0.00
day, 25 days, October, 1911	50.00
W. Shuford, Rod and Axman, at \$2.00 per day,	
25 days, October, 1911	50.00
John Ashley, Cook, at \$2.00 per day 26 days,	
October, 1911	52.00
Ed Ashley, Axman, at \$2.00 per day, 21 days,	
October, 1911	42.00
Wm. Christy, Axman, at \$2.00 per day, 6 days,	
October, 1911	12.00
R. B. Taylor, Axe and Chainman, at \$2.00	
per day, 19 days, October, 1911	38.00
P. A. Carlisle, Axman, at \$2.00 per day, 18	
days, October, 1911	36.00
Lake Wilson, Pack (Indian), at \$2.00 per day,	
6 days, October, 1911	12.00
T. Hall, Axman, at \$2.00 per day, 1 day,	12.00
October, 1911	2.00
M. T. Ensey, Front Rodman, at \$70,00 per	2.00
month, 11 days, November, 1911	20.61
month, if days, hovember, 1911	29.61

W. A. Hendry, Boatman, at \$50.00 per month,	
11 days, November, 1911	21.15
W. Z. Henderson, Boatman, at \$50.00 per	
month, 9 days, November, 1911	17.31
D. M. Henderson, Glade Pilot, at \$55.00 per	
month, 9 days, November, 1911	19.04
W. W. Myers, Axman, at \$55.00 per month, 9	
days, November, 1911	19.04
J. H. Zill, Boatman, at \$50.00 per month, 9	
days, November, 1911	17.31
A. A. Lee, Boatman, at \$50.00 per month, 9	
days, November, 1911	17.31
A. W. Nichols (Check made payable to R. F.	
Ensey) Cook, at \$40.00 per month, 2 days,	
November, 1911	3.07
W. B. Jones, Rear Chainman, at \$50.00 per	
month, 9 days, November, 1911	17.31
Wm. McLaughlin (Check made payable to R. F. Ensey), Axman, at \$50.00 per month, 2 days,	
November, 1911	3.85
H. O'Neal, Cook, at \$40.00 per month, 9 days,	9,09
November, 1911	13.84
Southern Express Company, bill of November,	10.01
1911	2.45
Western Union Telegraph Company, bill of	
November, 1911	5.86
J. O. Wright, expenses incurred on official trip	
to Jacksonville, as Chief Drainage Engineer,	
November 28-29, 1911	13.80

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,

Governor.

J. C. LUNING,

Secretary.

Tallahassee, Fla., December 6, 1911.

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.

The matter of securing an opening through the Florida East Coast Railway where said railroad crosses the Hillsborough River for the dredge of the Furst-Clark Construction Company to pass through in cutting the Hillsborough Canal was considered, and the following telegrams in reference thereto were presented:

Telegram from J. R. Parrott, President Florida East Coast Railway:

"St. Augustine, Fla., November 29, 1911.

# J. O. Wright,

Tallahassee.

After talking with our people with reference to Hillsborough opening find we can let your dredges through at a cost to you of five hundred dollars. We have nothing on hand but thirty foot span. The Dredging Company insist they want not less than twenty-two feet. It seems to me that we have the matter in hand, the wisest thing would be to put in the thirty-foot opening as covered by Mr. Carter's estimate. We urge this, but will be governed entirely by your wishes. With further expense to the State of seven hundred dollars we can put this in. We can then leave this opening thirty feet.

(Signed)

J. R. PARROTT.

Telegram to Furst-Clark Construction Company.

"Tallahassee, Fla., December 4, 1911.

Furst-Clark Construction Company,

Fidelity Building,

Baltimore, Maryland.

Railroad Company wants five hundred dollars to open bridge and let dredge through Hillsborough River and leave opening sixteen feet wide. They want seven hundred dollars additional to leave opening twenty-two feet wide. Understand you want opening left twenty-two feet wide. If you will pay additional seven hundred dollars required or the greater portion thereof opening will be left twenty-two wide. Otherwise Trustees will have Railroad let dredge through, leaving opening sixteen feet Immediate answer required.

(Signed)

J. C. LUNING, Secretary."

Telegram from Furst-Clark Construction Company.

"Baltimore, Maryland, December 5, 1911.

Hon. J. C. Luning, Secretary,

Trustees Internal Improvement Fund, Tallahassee, Florida.

Will require twenty-two feet at bridge. Make best terms you can. I will be in Miami ninth instant.

(Signed)

F. A. FURST, President."

Telegram to Furst-Clark Construction Company.

"Tallahassee, Fla., December 5, 1911.

Furst-Clark Construction Company,

Baltimore, Maryland.

Wire received. Twelve hundred dollars best figure ob-

tainable. Trustees will pay six hundred of this amount. Wire immediately if satisfactory.

(Signed)

J. C. LUNING, Secretary."

Telegram from Furst-Clark Construction Company.

"Baltimore, Maryland, December 5, 1911.

J. C. Luning, Secretary,

Trustees I. I. Fund,

Tallahassee, Florida.

Figures per your telegram this date are satisfactory to us. (Signed) F. A. FURST."

The Trustees thereupon decided to have the Florida East Coast Railway Company put in the 39-foot iron span and directed that the following telegram be sent:

"Tallahassee, Fla., December 6, 1911.

J. R. Parrott, President

Florida East Coast Railway, St. Augustine, Florida.

After further consideration Trustees have decided to pay twelve hundred dollars, and have you put in the thirty-nine-foot iron span at the crossing of the Hillsborough River at Deerfield.

(Signed)

J. O. WRIGHT, Chief Drainage Engineer."

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

J. C. LUNING, Secretary.

Governor.

Tallahassee, Florida, December 8, 1911.

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.

Mr. A. A. Boggs, representing the Everglades Plantation Company, appeared before the Trustees requesting permission for a dredge being used by said Company to enter the North New River Canal, also requesting payment for an embankment made by the dredge of said Company on said canal, whereupon the following resolution was adopted:

Whereas, The Everglades Plantation Company, through its Attorney, A. A. Boggs, requests permission of the Trustees of the Internal Improvement Fund for a dredge being operated under its direction on lands adjacent to the North New River Canal, in the Everglades, to enter said canal, Therefore, be it

Resolved, By the Trustees of the Internal Improvement Fund of the State of Florida, that the Everglades Plantation Company be and are hereby authorized to make an opening in the North New River Canal, as requested, for the purpose of letting its dredge into said canal, the same to be made under the direction and in accordance with requirements to be specified by the Chief Drainage Engineer of the Trustees.

Provided, However, That the said opening is authorized by said Trustees upon the express condition that the said Company will and shall be liable for any damage to the canal that may be caused on account of the said opening, and shall repair or cause to be repaired, at its own expense, any damage that may occur to said canal by reason of said opening, the fact of whether or not any damage has been caused to be left to the determination of the Chief Drainage Engineer of the Trustees; and

Further Provided, That the Trustees in granting this privilege and the said Company in accepting same mutually agree that any claims either may have against the other in the matter of prior cutting or repairing of the banks of said canal are hereby waived and abrogated.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., December 13, 1911.

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, Comtroller.
W. V. Knott, Treasurer.
Park Trammell, Attorney General.

The following preamble and resolution relative to the survey now being conducted under the direction of the Trustees of the Internal Improvement Fund in the Everglades was adopted:

Whereas, It is believed that the establishment of section corners can be done more economically by the surveyors now engaged in surveying in the Everglades while locating township and range lines; therefore, be it

Resolved, That the surveying parties now engaged in said work in the Everglades, on the eastern side, be instructed by the Chief Drainage Engineer, while establishing said township and range lines, to also establish section corners south of township forty-five (45) south.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, December 15, 1911.

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 November 18, 20, 27, 28, 29, 30, December 1, 2, 5, 6, 8 and 13, 1911, were read and approved.

Estimate of the work done by the Furst-Clark Construction Company in the Everglades for the month of November, 1911, was presented, showing that during said month 677,632 cubic yards of material had been excavated. 654,590 cubic yards being earth and 23,042 cubic yards being rock, amounting to \$56,975.60; also the following report of the Chief Drainage Engineer upon the progress of the work:

"Tallahassee, Florida, December 14, 1911.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen:—I have the honor to transmit herewith Estimate No. 17 in favor of the Furst-Clark Construction Company for work on the Everglades Drainage Canals during the month of November, 1911.

The total yardage during the month was 677,632 cubic yards of earth and stone. This is somewhat of an increase over last month's estimate and is almost up to the required monthly yardage necessary for the completion of the contract within the specified time limit. The Contractor has started the dredge "Hicpochee" in the Upper South New River Canal. With this addition to the fleet of dredges I believe that the yardage from now on will be up to, or exceed, the amount required to be removed monthly to complete the canals on time

The dredge "Everglades" and the dredge "Angola" both made a poor showing during the past month due to the fact that the drill barge and the drillers could not keep ahead of the dredges. The dredge "Miami" made good progress during November having removed over 102,000 yards of earth and rock. All of the dredges at the upper ends of the canals showed good yardage during November. The dredge "Okeechobee' has reached the railroad at the lower end of the Hillsboro Canal and she will pass through the railroad within a few days.

I am also handing you herewith, a map showing the location of the dredges on the various canals. The distance between the dredge "Caloosahatchee" at the upper end of the North New River Canal and the dredge "Angola" at the lower end is approximately 9.10 miles.

Respectfully submitted,

(Signed)

J. O. WRIGHT, Chief Drainage Engineer." The following report from Hon. Raphael Zon, of the Forestry Service of the National Government, showing the status of the work of planting and caring for eucalyptus trees on a plat of land in the Everglades was read and ordered placed off record:

# "Washington, December 8, 1911.

Mr. J. C. Luning, Secretary, Trustees of the Internal Improvement Fund of the State of Florida, Tallahassee, Florida.

Dear Sir:—Recent reports from the experimental eucalyptus planting undertaken by the Forest Service in co-operation with the Trustees of the Internal Improvement Fund, indicate that so far the plantation promises excellent results. During 1911 there were planted 600 trees of 14 species of eucalypts; the only reason there were not more was because the stock of those trees suitable to the 'glades was not sufficient. The Forest Service now has on hand about 1350 trees suitable to the Everglades and it is intended to plant these and some Casuarina in the latter part of January or early in February. This will more than treble the present area, and will go a long way toward completing the plantation of the whole five acres.

This year's planting will thus be two months earlier than last years, which will give a new lot of data as to the best season for planting. Another year it will be advisable to try later planting.

As you may know, the co-operative fund of the Improvement Board has scarcely been touched, because the Forest Assistant in charge of the work performed most of the labor, and the transportation charges from Miami to the planting site were very small, through the kindness of the officers of the Furst-Clark Construction Company. Of the \$250 which the State furnished, \$221.75 remains unexpended. My purpos in writing is

to apprise you of what the service plans to do in further carrying out the co-operative agreement, which is operative until 1915, unless the plantation shall be completed before that time.

Very truly yours,

(Signed)

RAPHAEL ZON, Chief of Silvics."

A letter was presented from the Everglades Land Sales Company accepting the proposition made by the Trustees to designate a surveyor to accompany a surveyor of said Company upon a survey in the Everglades, upon lands owned by said Company, said Company to pay all expenses of said survey, the Trustees agreeing to accept said survey as official, and instructed the Secretary to notify the Chief Drainage Engineer to select an engineer for said purpose, with full instructions as to his duty.

A letter was also presented from the Everglades Land Sales Company in reply to a letter written said Company by the Secretary, informing said Company that the Trustees declined to deed said Company any land for a right-of-way along a canal to be cut by said Company, but would give a right-of-way for the actual space covered by the canal, the Trustees themselves reserving a sufficient space on each side of said canal, where the canal ran through lands of the Trustees, to answer their purposes, in which said Company stated that this action of the Trustees would be perfectly satisfactory to them. The Trustees ordered that 75 feet from the center of the said canal, on each side, be reserved from any lands owned by the Trustees through which this canal shall run.

A letter was presented from Mr. A. A. Boggs, containing a letter from Mr. S. E. Irwin, of Flamingo, Florida, calling attention to the fact that numerous parties were cutting wood on State lands in Monroe and the Southern

portion of Dade County, and conveying said wood to Key West, where it was being sold.

The Secretary was directed to write Mr. Boggs that Hon. P. T. Knight, of Key West, Florida, was collecting charges from the parties who were obtaining this wood, when same was conveyed to Key West, under a contract with the Trustees, and to furnish Mr. Knight's last report of collections for his information; thanking him for his courtesy in calling the attention of the Trustees to the matter. To also furnish Mr. Knight with a copy of the letter of the Secretary to Mr. Boggs for his information.

Application was made by Mr. Thos. C. Hammond to purchase Lot Three (3) of Section Eleven (11) and Lots Three (3) and Four (4), of Section Twelve (12), Township Thirty-seven (37) South, Range Seventeen (17) East, containing 161.35 acres, offering the price of \$2,500.00 for same, \$500.00 to be paid cash, the remaining \$2,000.00 to be paid at the expiration of twelve months with interest at the rate of 6% per annum.

The Trustees decided that they would sell this land to Mr. Hammond for the sum of \$20.00 per acre, one-fifth of the purchase price to be paid cash, the remainder within twelve months with interest at the rate of 6% per annum.

The following bills were presented, approved and ordered paid:

Southern Express Company, for transportation of Appeal papers in case Root v. Cordner, bill of November, 1911	.65
Z. T. Merritt, Clerk Circuit Court Dade County, for transcript of record in case Root v. Cordner, bill of November 27, 1911	53.10
Furst-Clark Construction Company, amount due on estimate for Lock Construction, December 1, 1911	4,061.18

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:  Furst-Clark Construction Company, work of excavation in the Everglades for the month of November, 1911, as per estimate No. 17 56,975.60  H. & W. B. Drew Company, office supplies for the Chief Drainage Engineer, bill of December 11, 1911	The Geo. W. Knox Express Co., transportation charges on matter for the Trustees, bill of
ordered referred to the Board of Drainage Commissioners for their consideration:  Furst-Clark Construction Company, work of excavation in the Everglades for the month of November, 1911, as per estimate No. 17 56,975.60  H. & W. B. Drew Company, office supplies for the Chief Drainage Engineer, bill of December 11, 1911	December 12, 1911
excavation in the Everglades for the month of November, 1911, as per estimate No. 17 56,975.60  H. & W. B. Drew Company, office supplies for the Chief Drainage Engineer, bill of December 11, 1911	ordered referred to the Board of Drainage Commissioners
the Chief Drainage Engineer, bill of December 11, 1911	excavation in the Everglades for the month
Middle Florida Ice Company, 4 bottles distilled water for office Chief Drainage Engineer, bill of December 1, 1911	the Chief Drainage Engineer, bill of Decem-
Gulf Refining Company, 5 drums Gasoline for J. W. Newman, Assistant Engineer, bill of November 25, 1911	Middle Florida Ice Company, 4 bottles dis- tilled water for office Chief Drainage En-
Labelle Mercantile and Hardware Company, supplies for J. W. Newman, Assistant Engineer, bill of November 28, 1911	Gulf Refining Company, 5 drums Gasoline for J. W. Newman, Assistant Engineer, bill of
The financial Statement and Disbursements for the month of November, 1911, were read as follows:  Financial Statement for the month of November, 1911:  To balance on hand November 1, 1911\$334,233.65  To amount received from the sale of lands during month 213.50  To amount received from R. P. Davie for land sold under con-	Labelle Mercantile and Hardware Company, supplies for J. W. Newman, Assistant En-
Financial Statement for the month of November, 1911:  To balance on hand November 1, 1911	The financial Statement and Disbursements for the
1911	
of lands during month	
Davie for land sold under con-	of lands during month 213.50
	Davie for land sold under con-

To amount received from R. B.  McClendon, Tax Collector, Dade County, refund on over payment of 1909 drainage taxes 32.00  To amount received from P. T.  Knight, collections on wood and coal from State lands for October, 1911		
By disbursements for November, 1911	_\$362,989.36 1,923.24	
To balanc on hand November 30, 1911	\$361,066.12	
Reconcilement.		
To cash and cash items in hands of Secretary \$ 1,000.00 To cash in banks	-\$361,066.12	
Distributed in following banks:		
First National Bank, Tallahassee, Fla Capital City Bank, Tallahassee, Fla Exchange National Bank, Tampa, Fla First National Bank, St. Petersburg, Fla Florida National Bank, Jacksonville, Fla Bank of Bay Biscayne, Miami, Fla Barnett National Bank, Jacksonville, Fla Bank of Palm Beach, West Palm Beach, Fla. Hillsboro State Bank, Plant City, Fla Atlantic National Bank, Jacksonville, Fla	. 5,483.68 . 18,650.51 . 5,199.83 . 71,271.26 . 10,369.76 . 114,827.77 . 6,132.09 . 9,197.57	

Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens Bank, Madison, Fla	4,075.47
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,070.98
First National Bank, Miami, Fla	11,553.46
First National Bank, Marianna, Fla	10,188.65
Citizens Bank, Kissimmee, Fla	7,143.75
Florida Bank, Gainesville, Fla	4,000.00
Citizens Bank & Trust Co., Tampa, Fla	9,162.09
Volusia County Bank, DeLand, Fla	4,000.00
Leesburg State Bank, Leesburg, Fla	5,012.15
8	360,066.12
Disbursements for the month of November, 19	)11.
Voucher No.	Amount.
2666—J. C. Luning, services as Secretary,	
October, 1911\$	166.67
2667—Mary Herring, services as Stenog-	
rapher to Secretary, October, 1911	75.00
2668—John T. Costa, Chief Clerk in Sales-	
man's office, October, 1911	150.00
2669—W. H. Ellis, salary as Counsel,	100.00
October, 1911	208.34
	200.04
2670—A. W. Gilchrist, expenses of official	
trip of inspection of Drainage	
operations in Everglades, etc., July	
17, August 6, 1911	28.84
2671—A. C. Croom, expenses in the matter	
of locks-canals at Ft. Lauderdale,	
October 16-24, 1911	31.55
2672—Remington Typewriter Company,	
cylinder for No. 7 Remington Type-	
writer in Salesman's office, bill of	
October 14, 1911	1.70

oucher No.	Amount.
2673—H. & W. B. Drew Company, for penholders and note books for office of Secretary, bills of October 21 and 25, 1911	2.40
2674—Capital City Bank for T. J. Apple- yard, for printing deeds and right- of-way deeds, bills of October 19 and 20, 1911	15.00
2675—F. B. Bell, salary and expense account selecting U. S. Lands for State of Florida	207.00
2676—I. N. Withers, salary and expenses securing rights-of-way for canals in Palm Beach and Dade Counties	116.67
2677—Western Union Telegraph Company, bill for October, 1911	4.43
2679—Capital City Bank for T. J. Apple- yard, printing for Salesman of the Trustees of the I. I. Fund, bill of November 1, 1911	55.00
2680—W. S. Jennings, services and expenses of trip to Washington, D. C., in re case R. G. Peters v.	
Trustees, Novmber 7-8, 1911	591.25
known as Senate Document No. 89	255.84

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING,

Governor.

Secretary.

Tallahassee, Fla., December 20, 1911.

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.

One-half of the time of the contract between the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, of the State of Florida, and the Furst-Clark Construction Company, of Baltimore, Md., having expired, it was thought proper to review the results obtained by said work.

The following report upon said work was, therefore, submitted, approved and ordered placed of record:

The canals being excavated under this contract are the Hillsborough, having its outlet through the Hillsborough River, the North New River and the South New River, having their outlets through New River, and the Miami, having its outlet through the Miami River. In addition to the above named canals, the canal connecting Lake Okeechobee with the Caloosahatchee River to the Gulf of Mexico has been deepened, widened and in some places straightened.

The Hillsborough, North New River, South New River and Miami canals flow from Lake Okeechobee to the east and southeast and have their ultimate outlets in the Atlantic Ocean. Each of the above canals are being constructed sixty feet wide and at a depth of from eight to ten feet.

This work was first begun in the spring of 1906 by the State, through the Trustees and the Board of Drainage Commissioners, with one dredge. Some months later another dredge was added to the work, and in the spring of 1909 two more dredges were added, making a total of four dredges being operated in 1909.

The work from the time of its inception by the State had been greatly hampered for the lack of funds with which to operate, the Legislature having enacted a drainage law establishing a drainage district and providing for a drainage tax, the constitutionality of which was at once attacked by owners of large bodies of land in the drainage area, causing a siege of litigation and preventing the collection and use of the drainage tax, resulting in the work having to be carried on by means of funds derived solely from the sale of lands, the principal portion of which were in the Everglades, and which were then but little in demand, and when sales could be made the price per acre secured was small.

In the spring of 1910 a settlement or an agreement was reached by the Trustees and the litigating land owners by which the suits were withdrawn, the litigants agreeing to pay the drainage taxes, and parties owing large sums of money to the Trustees, a great deal of which was not payable for a number of years, agreed to advance the time of the payment of these sums due, and as a result the means were available as needed, and it was decided to let the work to contract, with a view to hastening the completion of the work.

A contract was accordingly let, in June, 1910, to the

Furst-Clark Construction Company, of Baltimore, Md., for the completion of the work, approximating the cutting of 175 miles of canal, enumerated in this article, to be completed by the first day of July, 1913, about 29.08 miles having already been cut by the State.

The original total length of the canals was 213.08 miles, distributed as follows:

Hillsborough, miles	46.50
North New River, miles	57.65
South New River, miles	70.80
Miami (connecting with South New	
New River) miles	28.50
Total	203.45

Of this amount the State had cut prior to letting the contract to the Furst-Clark Construction Company 29.08 miles. Said Company have constructed up to November 1, 1911, 75.90 miles, distributed among the following canals:

Hillsborough, miles	10.86
North New River, miles	35.32
South New River, miles	11.45
Miami (connecting with South New	
River), miles	18.27
- Total	75.90

A tabulated statement is here given showing the different canals, arranged as the work is being conducted on them, showing the mileage cut on each during the period stated in the heading of the table:

## EVERGLADE DRAINAGE CANALS.

Miles of Canal Constructed to Dec. 1st, 1911.

Name of Canal.	Beginning to Jan. 1st, 1909,	Jan. 1st, 1909, to July 1st, 1910.	July 1st, 1910, to Dec. 1st, 1911.	Completed Canals.	
	Miles.	Miles.	Miles.	Miles.	
Miami	0.00	4.25	10.86	15.11	
Lower North N. River	6.52	4.67	11.76	22.95	
Lower South N. River	6.72	6.92	2.90	16.54	
Upper North New River.	0.00	0.00	23.56	23.56	
Upper South New River.	0.00	0.00	8.55	8.55	
Upper Hillsborough	0.00	0.00	16.71	16.71	
Lower Hillsborough	0.00	0.00	1.56	1.56	
Totals	13.24	15.84	75.90	104.98	

It will thus be seen that the contractors have-constructed 75.90 miles of canal since they began work. The amount of the work done by them the first six months was far below the average required to complete the contract on time, some time being required to assemble proper equipment. They started with only four dredges, but have from time to time added to their equipment until they now have a fleet of nine dredges engaged in the work.

It was estimated at the time of letting the contract that the total excavation would amount to 19,013,490 cubic yards of material of all kinds. Up to the first of last month there had been excavated a total of 6,848,112 cubic yards of material, being 36.01 per cent. of the entire work. But the work done last month was 654,590

cubic yards, 5.63 per cent. of the remaining yardage to be cut, and as there are still nineteen months remaining of the contract and one of the nine dredges now engaged upon the work only began work the first of the month, the completion of the work upon contract time, July 1, 1913, would seem to be assured.

In addition to the above work a contract has been let for the deepening and widening of Cypress, Snake and Snapper Creeks, natural water courses, flowing easterly and southeasterly out of the Everglades into the Atlantic Ocean, conditioned upon securing a right-of-way to same.

A tentative proposition has also been entered into and surveys of several routes made for adoption of the most practicable route for a canal from the east side of Lake Okeechobee with its outlet in Lake Worth, near West Palm Beach.

The Trustees of the Internal Improvement Fund and Board of Drainage Commissioners have funds in hand and available for the completion of the contracts made, and in addition have a sufficiency of lands, together with the drainage tax being collected, to construct such other canals as conditions may warrant.

Two surveying corps are now in the field engaged in establishing township and range lines and locating section corners in the Everglades. This work is being pushed to completion as rapidly as conditions will justify.

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST, Governor. Tallahassee, Fla., December 22, 1911.

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 purpose of the meeting being to consider the matter of location of a route for the proposed canal from Lake Okeechobee known as the West Palm Beach canal

J. O. Wright, Chief Drainage Engineer, submitted the following report of surveys made of several routes and the estimates and conclusions reached as to each:

"December 22, 1911.

Trustees Internal Improvement Fund and Board of Drainage Commissioners.

Gentlemen :-

On June 16th I was instructed by your Honorable Body to have a survey made to determine the best route and the probable cost of a canal from Lake Worth, near West Palm Beach, to a point on the Hillsborough Canal, about nine miles from Lake Okeechobee or to the lake itself.

I employed Mr. Geo. O. Butler, a civil engineer and surveyor, of West Palm Beach, to make the survey and examination.

On June 19th, 1911, I issued the following letter of instructions to Mr. Butler: 'The Trustees have directed me to have a survey made of a canal from Lake Worth to intercept the Hillsborough Canal about ten miles from

Lake Okeechobee. Mr. Campbell wires me that you will take charge of a party to make this survey. You are more familiar with that country than anyone else and I feel that it will be of great advantage to the State to have you locate this canal.

What I want you to do, is to organize a suitable party, with a team and a camp outfit, and beginning at Lake Worth, locate this canal on the best and most economical route, following the general direction shown on the map we are enclosing you. You will have to be guided by the contour of the land, but you will save in distance if it is possible to keep the long route to the south as far north as possible. If the land will permit, I think this canal should be located further north than shown on the map across ranges 41 and 40. This you will have to determine in going over the ground.

I want an approximate location of the line made and marked every 1,000 feet with a permanent stake and the trees blazed along the line so that it can be readily followed. I want the distance chained, or measured by stadia, and levels taken every 500 foot station, using mean low tide in Lake Worth as datum plane. I want borings, or soundings, taken at intervals of 1,000 feet to a depth of eight feet below the surface to determine whether or not there is any rock. If rock is encountered at any of these borings, I then want frequent soundings taken to show the amount and depth of this rock below the surface. I also want your notes to show, on each 1,000 feet, the character of the country—whether open marsh, flat woods partially timbered or heavy timber.

With a team outfit, I don't think you will ever be able to get through the Hillsborough Canal. I think it would be advisable to project this survey as far as possible from the east side and locate your stopping point with reference to the section corner and mark it so that it can be readily found and I will then have the survey started from the dredge on the west side and carried forward by means of boats during the next high water, or by men with packs, and connect with your survey. I want this work completed as soon as it can possibly be done and as cheaply as the work can be accomplished. I leave it to you to engage the necessary men and provide the outfit and report to me as soon as the arrangements are mdae, the cost of same per day.

In going over the line, would like to have you note the high water mark as shown by the trees and drift at frequent intervals.

If your citizens can raise the money, as provided in the agreement with the Trustees, we ought to have a dredge in operation on this canal before the 1st of January. This is a matter in which you people are deeply interested, and I trust you will do what you can to get the work started at once. In fact, if we don't get it started quite soon and high water comes on, it will be a difficult job to make this survey through the woods.'

Soon after these instructions were issued Mr. Butler was called to Washington, D. C., or New York, and the survey was not actually commenced until August 1st. The notes of this survey were handed me in my office Nov. 21, 1911.

On examining these notes, I found an error in the levels that affected the entire survey, and had to return them to Mr. Butler to locate and correct this error. Mr. Butler has since ran a line of check levels and found the elevation of his previous levels to be 2.07 feet too high. These corrected notes agree quite closely with other information in the office and I think they are correct. This corrected report reached me Dec. 18, 1911.

From the information submitted by Mr. Butler, and

other data in the office, and my own personal knowledge of this territory, I have made a tentative location of three different routes for this proposed canal which I now submit to you for your consideration. For convenience in referring to these canals, they are designated—the northern route, the southern route and the middle route.

### NORTHERN ROUTE.

The northern route commences at Pelican Lake and runs almost due east to the Dimmick ditch, where it joins the southern route, and thence east to Lake Worth—a distance of nearly 36 miles. The profile submitted herewith, marked northern route, shows the elevation of the surface—the character of the country and the approximate amount of rock on this line. The bottom of this canal leaves Lake Okeechobee at an elevation of 12 feet above sea level (same elevation as Hillsborough and New River Canals) and has a uniform fall of .2 feet per mile for the first 25 miles—.5 per mile for the next six miles—thence on a uniform grade to minus 5 feet at Lake Worth. This grade gives the minimum amount of excavation for a serviceable canal along this route.

### SOUTHERN ROUTE.

The southern route leaves the Hillsborough Canal about nine miles from Lake Okeechobee and runs almost due east 20 miles to the Loxahatchee slough and thence in a north and easterly direction to the Dimmick ditch, where it joins the northern route and thence east to Lake Worth—having a total length of 39 miles.

The bottom of this canal where it leaves the Hillsborough Canal is 9.75 feet above sea level. It has a uniform grade of .2 feet per mile for 34 miles and thence on a uniform grade to minus 5 feet at Lake Worth.

21-Min.

### MIDDLE ROUTE.

The middle route leaves Lake Okeechobee just north of Pelican Lake and runs in a southeasterly direction to the southeast corner of Tp. 43 South, Range 39 East and thence east on the south boundary of Tp. 43 to a point near the north end of Lake Clark, and thence south to Lake Clark—a distance of 40 miles. The bottom of this canal where it leaves Lake Okeechobee is 12 feet above sea level, and it has a uniform grade of .2 feet per mile to Lake Clark. The bottom of this canal at Lake Clark is about two feet below the bottom of the lake. From Lake Clark the canal is to be extended east to Lake Worth—a distance of three-quarters of a mile. The bottom of this extension to be five feet below sea level.

On either of these routes it will be necessary to built a lock or a movable dam to control the flow of water in the canal and prevent destructive washing at flood stage in the sand-cut near the mouth of these canals.

#### COMPARISON OF ROUTES—COST.

In order to determine which is the cheaper and better route to adopt, three things should be considered. First—the cost of the canal; (2) the local benefit to the adjacent lands; (3) the amount of water that will be taken out of Lake Okeechobee. The average depth of cut on each of the three canals is as follows: Northern route, 10.7; southern route, 11.3; middle route, 9.3. The number of cubic yards of excavation in each canal will depend upon the bottom width and the slope of the banks. For the purpose of comparison I have computed the excavation of a canal along each of these routes with bottom widths of 35, 40 and 45 feet and top widths 45, 50 and 55 feet respectively. The amount of excavation on each of the canals is as follows:

COMPARATIVE EXCAVATION OF VARIOUS ROUTES.

		32	3					
Total Yardage	3,197,616	3.967,268	2,772,261	3,118,513	3,464,765	3.699,040	4,117,449	4,535,858
Yards Rock	1,076,950	1,330,350	390,368	443,600	496,832	1,291,993	1,452,634	1,613,275
Cubic Earth	2,120,666	2,636,918	2,381,893	2,674,913	2,967,933	2,407,047	2,664,815	2,922,583
Average Depth	10.7′	10.7′	9.37	9.37	9.37	11.3′	11.3′	11.3′
Average Width	40.0′	20.02	40.0	45.0′	20.0	40.07	45.0′	20.07
Top Width	45' 50'	55'	45'	20,	55'	45′	50′	55'
Bottom Width	35, 40'	45'	35/	40,	45'	357	40,	45'
Canal	Northern Route Northern Route	Northern Route	Middle Route	Middle Route	Middle Route	Southern Route	Southern Route	Southern Route

## LOCAL BENEFIT TO THE ADJACENT LANDS.

The first 12 miles of the northern route, starting from Lake Okeechobee, is in saw grass marsh and the remainder of the distance is through pine and cypress timber crossed by numerous sloughs. This route passes through higher land than either of the others and will not be of as much benefit to the adjacent lands. The natural drainage of the country traversed by these canals is from north toward the south and souteast. If this northern route is adopted, very little of the land lying south of it can be drained north into it. Having a straight course and a greater fall at the outlet, this canal will discharge more water from Lake Okeechobee than either of the other routes.

The first eighteen miles of the southern route from the Hillsborough canal passes through a valuable body of saw grass marsh and the local benefits to the adjacent land along this portion will be great. After this canal turns north and east along the Loxahatchee slough, the local benefits will not be so great, as the land is not so fertile. All the land lying north of this southern route can, by the construction of lateral ditches, be drained south into it. In order to get the full benefit of this route, in discharging water from Lake Okeechobee, it will be necessary to enlarge the Hillsborough Canal from the lake to its junction with this canal. This will really make the southern route nine miles longer than that shown on the profile.

The middle route, on leaving Lake Okeechobee for the first 27 miles of its course, passes directly through a large body of saw grass marsh. Such a canal will be of great benefit to the adjacent land. Its course is in the direction of the natural overflow from Lake Okeechobee to the point where it turns east. From this point its course is the shortest route to Lake Worth. It crosses the Loxa-

hatchee slough, and will afford an outlet for the water from both the north and the south, as the bed of this slough is practically level. There is more good land along the line of this canal than either of the others and consequently the local benefit will be greater.

I am advised that Palm Beach County is to build a hard surface road on one bank of the canal to be constructed to Lake Okeechobee. This fact should have some influence in selecting the route. This middle canal is a much better one for a highway than either of the others. It starts near the Okeechobee road, southwest of Palm Beach, and strikes Okeechobee at the south end of a long sand beach, which, when the lake is lowered, will furnish a natural highway as far north as Chauncey Bay. If the southern route is adopted, the highway will strike the lake on a flat marshy shore instead of on a sand beach.

If the question of transportation is taken into consideration, the middle route is much more desirable than either of the others. Its eastern terminus is nearer West Palm Beach than either of the other routes, and its western terminus enters the lake in deep water. An anchorage basin could be dredged in Lake Clark at a very small cost, and a spur track from the F. E. C. R. R. extended into the basin.

Another point to be considered is the water supply of West Palm Beach; this at present is taken from Clear Lake, a body of fresh water just west of the town. Both the northern and southern routes crosses the watershed above Clear Lake, and might possibly intercept the flow of water into this lake. The middle route crosses south of Clear Lake and would in no wise affect its supply.

After carefully considering all the conditions, I most earnestly recommend that a canal be constructed along the middle route. I suggest that this canal be forty feet wide on the bottom to the point where it turns east, and

then forty-five feet wide on the bottom to Lake Clark. The outlet from Lake Clark should be fifty feet wide on the bottom with bank slopes of not less than 1½ to 1. This portion of the canal should be cut with a dry land excava tor and the earth removed placed at least forty feet from the edge of the canal.

Such a canal will require the excavation of approximately 2,898,000 cubic yards of earth and 481,452 cubic yards of rock. At the price now being paid for Everglade canals this will cost three hundred and twenty-eight thousand- one hundred and thirty dollars \$328, 130.00).

Respectfully submitted,
(Signed) J. O. WRIGHT,
Chief Drainage Engineer.

After a full discussion of the matter the route called the "Middle Route," to leave Lake Okeechobee just north of Pelican Lake and run in a southeasterly direction to the southeast corner of township forty-three (43) south, range thirty-nine (39) east, and thence east on the south boundary of township fifty-three (53) south, to a point near the north end of Lake Clark, and thence south to Lake Clark, was unanimously adopted as the route for the said canal.

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST,

Governor.

Tallahassee, Florida, December 26, 1911.

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 presented resolutions from the Board of Trade of Miami, Florida, recommending the immediate placing of two locks in the Miami canal; also recommending that the Trustees establish an experimental farm on Everglade Land near Miami.

The Secretary was directed to write the Secretary of the Board of Trade of Miami that they had given instructions to the Chief Drainage Engineer to prepare plans and specifications for a lock in the Miami Canal, advertisements to be inserted calling for bids for constructing same as soon as prepared; that there was some equipment necessary in the construction of these locks that could be used on all locks built, costing several thousand dollars; that it was expected that the locks on the North New River and South New River canals would be completed within the next thirty days, so that said equipment could be used on the construction of a lock in the Miami Canal that the Trustees are limited in resources and have to do the work necessary to be done as the means at their disposal will permit.

As to the matter of the establishment of an experimental farm in the Everglades, the Secretary was instructed to inform the Board of trade that the matter would be taken up with Mr. P. H. Rolfs of the United States Experimental Station, Gainesville, Florida, proposing that the Trustees will gladly donate the land for the National Government to establish such station, it being a question of serious doubt in the minds of the

Trustees whether they have the right to use funds for this purpose, were such funds available.

Upon consideration of the matter of building a lock in the Miami Canal, it was decided to advertise for bids for same and the Chief Drainage Engineer was directed to prepare plans and specifications as soon as possible, and the Secretary instructed to insert an advertisement in the proper journals for 30 days calling for bids for construction of said locks as soon as plans and specifications were ready.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Fla., December 30, 1911.

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 December 8, 15, 20, 22 and 26, 1911, read and approved.

The Secretary presented a letter from the Miami Eugineering and Construction Company, of Miami, Florida, desiring to know if the Trustees had decided to have the

work done upon Cypress, Snake and Snapper Creek Canals as contracted for by them, conditionally: Further stating that the Company would finish the work they were at present engaged in the latter part of next month, and if the above named canals were to be constructed, it would be necessary for them to make arrangements for machinery, etc.

The Secretary was instructed to write the Miami Engineering and Construction Company that the Trustees had decided to have the work done on Cypress, Snake and Snapper Creek Canals as specified in the contract with said Company, as they had succeeded in obtaining rights of way to most of the property along the banks of said canals, and what rights-of-way they could not secure otherwise would be secured by a process of indemnity, and to make preparations to begin said work as soon as possible.

The following telegram from the Secretary of the Board of Trade, of Pompano, Florida, was read:

"Pompano, Fla., December 28, 1911.

A. W. Gilchrist, Chairman Board Internal Improvement Fund, Tallahassee, Florida.

Referring to the Cypress Creek Canal matter will the State construct on the Pompano line if the excess cost over Cypress Creek is provided for here. If so, state amount needed and approximate time when work will be commenced on it; right-of-way will be cheerfully donated on the Pompano line. Answer.

(Signed) POMPANO BOARD OF TRADE. L. S. WARREN, Secretary.

Also the following estimate of the difference in the cost of the two routes:

"Tallahassee, Fla., December 29, 1911.

Trustees Internal Improvement Fund and Board of Drainage Commissioners,

Tallahassee, Florida.

Gentlemen:-

In accordance with the request of your Secretary, Mr. Luning, in reference to the difference in the cost of the Southern and Northern Routes for the Cypress Creek Canal, I will state as follows:

The distance from "S" to "P," along the Northern Route, is 8.5 miles. The distance along the Southern Route from "B" to "O" is 6.7 miles, making a difference of 1.8 miles in the length of the two canals. The estimated yardage for the extra 1.8 miles of canal in the Northren Route is 63,000, of which 16,000 cubic yards is rock and 47,000 cubic yards is earth. This difference was obtained by taking both canals the same width and depth.

The difference in the cost would, therefore, be as follows:

16,000 cubic yards rock at 25c.... \$4,000.00 47,000 cubic yards earth at 10c.... 4,700.00

\$8,700.00

\$7,700.00

Respectfully submitted,

(Signed) J. O. WRIGHT, Chief Drainage Engineer."

The Trustees decided that they would cut the Cypress Creek Canal along the Northern Route if the Board of Trade of Pompano would furnish \$5,000.00 of the difference in cost of the Northern over the Southern Route, and would provide the right-of-way for the canal, provided the Florida East Coast Railway Company would let the dredge of the Contracting Company doing the work through the railroad free of cost.

The Secretary was directed to write the Secretary of the Board of Trade of Pompano accordingly.

The Trustees then adjourned.

Attest:

J. C. LUNING, Secretary. A. C. CROOM, Acting Chairman.

Tallahassee, Fla., January 2, 1912.

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 bills were presented, approved and ordered paid:

J. C. Luning, salary as Secretary, December,	
1911\$	166.67
Mary Herring, salary as Stenographer to Sec-	
retary, December, 1911	75.00
John T. Costa, salary as Chief Clerk for Sales-	
man, December, 1911	150.00
W. H. Ellis, salary as Counsel, December, 1911	208.34

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

H. & W. B. Drew Company, supplies, furnished Chief Drainage	
Engineer, bill of Dec. 12, 1911\$ 8.50	
bill of Dec. 14, 1911 9.77	
bill of Dec. 20, 1911 1.83	
	\$20.10
C. E. McIntosh, transferring two loads of camp equipment for Engineer R. F. Ensey, bill of	
Dec. 18, 1911	10.00
G. F. Ireland, oil furnished Engineer J. W. Newman, for launch, bill of Dec. 1, 1911	2.75
Smith's Book Store, drawing material furnished Engineer R. F. Ensey for use in camp,	
bill of Dec. 1, 1911	2.55
Heitman-Evans Company, supplies for Party No. 2, bill of Dec. 1, 1911	27.95
Labelle Mercantile and Hardware Company, supplies furnished ac- count Survey East Side, bill of	
Dec. 2, 1911	
plies furnished Party No. 2 10.65	
	\$73.32
The McCrimmon Lumber Company, rent of engine from June	
23 to Sept. 2, 1910, 71 days at	
\$1.00 per day, bill of Oct. 21, 1910 \$71.00	
10 bundles lath furnished Engi-	
neer T. E. Frederick, bill of Jan. 1, 1912	1
Jan. 1, 1912 2.50	\$73.50
	06.616

supplies furnished Engineers Newman and Ensey, bill of Dec. 5, 1911	98.82
Stranahan & Company, supplies furnished	
Engineer R. C. Hicks, bill of Nov. 30, 1911	5.85
Gulf Refining Company, Gasoline furnished Engineer R. C. Hicks,	
by Agent at Miami, Fla., per	
ticket No. 10971, bill of Aug. 8,	
1911	
Hicks, by Agent at Miami, Fla.,	
per ticket No. 2269, bill of Sept.	
13, 1911	
Gasoline furnished Engineer R.	
C. Hicks, by Agent at Miami,	
Fla., bill of Nov. 22, 1911 13.50	. 500/
The state of the s	\$48.06
Labelle Supply Company, supplies furnished	
Party No. 2, bill of Dec. 1, 1911	53.69
W. J. Cathcart, supplies furnished Engineer	
Ensey account Survey East Side, bill of	
Dec. 19, 1911	11.08
G. W. Bryant, cooking for and lodging seven	
men in Engineer Ensey's party on State Sur-	
vey, bill of Dec. 6, 1911	8.00
Butler & Thomas, supplies furnished Engineer	
R. C. Hicks, bill of Dec. 1, 1911	75.24
Everglade Grocery Company, supplies fur-	
nished State Quarter Boat, bill of Dec. 1,	
1911	7.18
Frank T. Budge, supplies furnished Engineer	
R. C. Hicks, bill of Dec. 1, 1911	11.07
Palace Market, supplies furnished Engineer R.	
C. Hicks, bill of Dec. 1, 1911	3.50

The S. B. Hubbard Company, freight on box of Castings, to Jacksonville, account Survey	
Okeechobee end, bill of Dec. 14, 1911	.33
E. Carlton, meats furnished Engineer J. W.	Name of Street
Newman, bill of Dec. 1, 1911	13.07
Dade Lumber Company, lath fur- nished Engineer R. C. Hicks, bill	
of Nov. 6, 1911	
Jili 01 100. 25, 1511	5.63
D. R. Cox Furniture Company, 1 mat for office Chief Drainage Engineer, bill of Jan. 1,	
1912	6.00
J. O. Wright, expense account as Chief Drain-	
age Engineer, as per bill of Dec. 23, 1911	58.40
J. O. Wright, salary as Chief Drainage Engi-	
neer, December, 1911	416.66
G. C. Pierce, salary as Office Engineer, Decem-	
ber, 1911	125.00
J. E. Downing, salary as Clerk in office of	
Chief Drainage Engineer, December, 1911.	40.00
Thos. E. Frederick, salary as Assistant Engi-	00.00
neer, December, 1911	90.00
J. H. Jacobie, Inspector, December, 1911	60.00
M. L. Heiss, Lock Inspector, December, 1911.	90.00
R. C. Hicks, expense account as Assistant En-	~1.00
gineer, November, 1911	51.66
R. C. Hicks, salary as Assistant Engineer, De-	125.00
cember, 1911	125.00
J. P. Hunter, Instrumentman, at \$75.00 per month, 20 days, December, 1911	57.69
A. A. J. Croucher, Launchman, December,	
1911	75.00
S. M. Hicks, Rodman, at \$2.00 per day, 25 days,	7 Busines
December, 1911	50.00

J. S. Cheesboro, Chainman, at \$2.00 per day,	
seven days, December, 1911	14.00
Lewis Butler, Cook, at \$1.33\frac{1}{3} per day, 31 days,	
December, 1911	41.33
E. A. Croucher, Inspector, December, 1911	75.00
Marshall Carr, Inspector, December, 1911	60.00
W. W. Kissick, Inspector, December, 1911	60.00
R. F. Ensey, Engineer, December, 1911	175.00
M. T. Ensey (make warrant payable to R. F.	
Ensey), Front Rodman, at \$70.00 per month,	
20 days, December, 1911	53.84
W. A. Hendry, Boatman, at \$50.00 per month,	
18 days, December, 1911	34.61
W. Z. Henderson, Boatman, at \$50.00 per	
month, 18 days, December, 1911	34.61
D. M. Henderson, Glade Pilot, at \$55.00 per	
month, 21 days, December, 1911	44.42
W. W. Myers, Axeman, at \$50.00 per month, 16	
days, December, 1911	30.77
J. H. Zill, Boatman, at \$50.00 per month, 21	
days, December, 1911	40.38
A. A. Lee, Rear Chainman, at \$50.00 per	
month, 21 days, December, 1911	40.38
W. B. Jones, Axeman, at \$50.00 per month, 14	
days, December, 1911	26.91
H. O'Neil, cook, at \$40.00 per month, 14 days,	
December, 1911	21.54
John W. Newman, expense account as Assist-	
ant Engineer, for November, 1911	12.25

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

 $\begin{array}{c} \text{ALBERT W. GILCHRIST,} \\ \text{Governor.} \end{array}$ 

Tallahassee, Fla., January 9, 1912.

The Trustees of the Internal Improvement Fund metin 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 following bils were presented and ordered paid:

0 11 01 D 1 C T T 1 1 1 2000	
Capital City Bank for T. J. Appleyard, 2,000	
letter heads for Secretary\$	7.00
A. E. Tully, hauling freight	2.25
John McDougall, Postmaster, 1,000 stamped	
envelopes for office of Secretary	21.24
Florida East Coast Railway Company, for	
opening trestle of said road at Hillsborough	
River so that dredge could go through and	
placing a permanent 30 foot iron span in	
same, leaving a 22-foot opening, Furst-Clark	
Construction Company to pay one-half the	
cost	1,200.00
	1,200.00
I. N. Withers, services and expenses for De-	
cember, 1911, securing right-of-way for ca-	
nals	116.43

Financial statement and disbursements for the month of December, 1911, were read as follows:

Financial statement for the month of December, 1911:

To balance on hand Nov. 30, 1911. \$361,066.12 To amount received from sale of

	The second
Citizens' Bank, Kissimmee, Fla	7,143.75
Florida National Bank, Gainesville, Fla	4,000.00
Citizens' Bank and Trust Co., Tampa, Fla	9,162.09
Volusia County Bank, DeLand, Fla	5,012.15
Leesburg State Bank, Leesburg, Fla	5,012.15
	355,821.59
Disbursements for the month of December,	1911 -
Dispursements for the month of December,	1011.
Voucher No.	mount.
2682-J. C. Luning, services as Secretary,	
November, 1911\$	166.66
2683—Mary Herring, stenographer to sec-	
retary, November, 1911	75.00
2684—John T. Costa, services as Chief	
Clerk for Land Salesman, Novem-	
ber, 1911	150.00
2685—W. H. Ellis, services as Counsel for	
Trustees, November, 1911	208.33
2686—General Land Office, Washington,	
D. C., photolithographs of township	
plats for Land Salesman	9.25
2687—Capital City Bank for T. J. Apple-	
vard, stationery for Secretary	2.40
2688-D. R. Cox Furniture Company, rugs	
for office of Secretary	4.75
2689—A. B. Ferguson, recording deed,	
Hamilton Disson to Trustees I. I.	
Fund	4.50
2690—Capital City Bank for T. J. Apple-	
yard, rebinding books for Land	
Salesman	16.00
2691—I. N. Withers, services and expenses	
insecuring rights-of-way to canals.	128.95
2692-F. C. Elliott, Surveyor, amount	BEAUTY OF THE
advanced as expense account	150.00

oucher No.	Amount.
2693—R. F. Ensey, surveyor, amount advanced as expense account	150.00
2694—Southern Express Co., express for month of December, 1911	.65
2695—Z. T. Merritt, transcript of record in case Root vs. Trustees and four	
copies of same	53.10
2696—Furst-Clark Construction Co., amount paid on lock construction to November, 1911	4,061.18
2687—The Geo. W. Knox Express Co., drayage on Senate Documents No.	
89 in Washington, D. C	3.00
freight on Senate Documents No. 89	81.68
Total	\$5,265.45

A petition was presented from E. M. Semple, Attorney, of Key West, representing parties who are procuring wood and charcoal from lands of the State in Dade and Monroe Counties, conveying said wood and charcoal to Key West and selling same, requesting that the price being charged them for wood and coal be reduced or the charge for same omitted entirely.

The Secretary was directed to write Mr. Semple that the wood and coal taken by these people was the property of the entire people of the State of Florida, controlled by the Trustees for these people, and as custodian for this property they did not feel that it would be proper to allow this wood and coal to be taken without payment; also that the price paid—50 cents per load for wood and 5 cents per sack for coal—was not, in their opinion, excessive.

It was also directed that a copy of this letter be mailed

to Hon. P. T. Knight, Collector of charges on wood and coal for the Trustees at Key West, Florida.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

- 1600

Tallahassee, Florida, January 15, 1912.

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.

The estimate of work done by the Furst-Clark Construction Company in the Everglades for the month of December, 1911, was presented, read and approved.

The estimate showed that during said month 696,314 cubic yards of earth and 15,065 cubic yards of rock was excavated. At 8 cents per cubic yard for earth and 20 cents per cubic yard for rock the work amounted to \$58,718.12.

The Secretary was directed to draw check for the work of excavation for the month of December, 1911, in favor of the Furst-Clark Construction Company, and mail same to said Company.

The following bills were presented, approved and

ordered referred to the Board of Drainage Commissioners for their consideration:

Capital City Bank for T. J. Appleyard, for printing reports of Trustees and Chief Drainage Engineer on the Everglades drainage work, and also for supplies, bills of January 1, 1912	79.55
Gilmore & Davis Company, supplies furnished office Chief Drainage Engineer, bill of January 1, 1912	3.55
Middle Florida Ice Company, 6 bottles distilled water for office Chief Drainage Engineer,	
bill of January 1, 1912	1.50
1911	16.42
Western Union Telegraph Company, bill for	
December, 1911	11.43
Geo. F. Ireland, supplies used in repair of launch "Revere," bill of November 1, December 29, 1911	00.00
Labelle Mercantile and Hardware Com-	60.66
pany, supplies furnished Engineer J. W.	
Newman, bills of December 30, 1911,	
aggregating\$185.96	
Bill of December 30, 1911, repairs for	
launch "Revere." 2.40-	-188.36
W. & L. E. Gurley, supplies for surveying corps under J. W. Newman, Engineer, bill	
of December 13, 1911	3.12
Everglade Grocery Company, supplies furnished Engineer R. C. Hicks, bill of December 30,	
1911	6.03
Stranahan & Company, general merchandise, bill of Septembr 30, 1911	2.05
or copicino 60, 1811	4.00

Frank T. Budge, 6 cells furnished Engineer	
Hicks, bill of January 1, 1912	1.50
Dade Lumber Company, lumber furnished	
Engineer Hicks, bill of blank date	.84
Gulf Refining Company, Gasoline furnished on	
contract, by Agent at Miami, Florida, as per	
ticket No. 6519, bill of December 8, 1911	27.00
New River Transportation Company, hauling	
gasoline from Miami, bill of January 1, 1912	4.00
Butler & Thomas, supplies furnished Engineer	
R. C. Hicks, bill of January 1, 1912	87.80
J. W. Lathrop Company, supplies furnished	
Engineer Newman, bill of December 9, 1911	6.00
Chicago Steel Tape Company,100 feet Steel	
Tapes metal reels, furnished Engineer New-	
man, bill of December 11, 1911	10.00
M. L. Heiss, expenses incurred as Lock In-	
spector, December, 1911	6.50
R. C. Hicks, expense account as Engineer,	
December, 1911	7.89
John W. Newman, salary as Engineer, Decem-	
ber, 1911	125.00
G. V. Scott, Instrumentman, December, 1911	90.00
Ben Waldron, Pilot, 26 days at \$2.50 per day,	
December, 1911	65.00
Tom Russ, Engineer, 27 days at \$2.50 per day,	
December, 1911	67.50
James Mabry, Chain and Axman, at \$2.00 per	00.00
day, 19 days, December, 1911	38.00
Lonnie Howard, Chain and Axman, at \$2.00 per	42.00
day, 21 days, December, 1911	42.00
December, 1911	46.50
G. F. Guerry, Chain and Axman, at \$2.00 per	
day, 1 day, December, 1911	2.00

William Cason, hire of launch, at \$5.00 per day, 13 days, December, 1911	65.00
J. J. Ward, Chain and Axman, at \$2.00 per day, 19 days, December, 1911	38.00
M. M. Hall, rent of skiff, at 50 cents per day, 8 days, December, 1911	4.00
Furst-Clark Construction Company, meals furnished State men on dredges, November, 1911, bill of November 30, 1911	105.00

The Trustees then adjourned.

Attest:

A. C. CROOM, Acting Chairman.

J. C. LUNING, Secretary.

Tallahassee, Fla., February 5, 1912.

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.

J. C. Luning, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

J. C. Luning, salary as Secretary for January,	
1912\$	166.67
Mary Herring, salary as Stenographer to Sec-	
retary, January, 1912	75.00

<ul> <li>W. H. Ellis, salary as Counsel, January, 1912</li> <li>Z. T. Merritt, Clerk Circuit Court, Dade County, rec. plat, bill of Dec. 15, 1911</li> <li>M. H. Mabry, Clerk Supreme Court, deposit fee in case Albert W. Gilchrist et al., as Trustees, v. Chas. H. Root</li> </ul>	150.00 208.34 7.20
Ben F. Cone, copying testimony in case F. E. C. Ry. Co. vs. Florida Coast Line Canal & T. Co. and Trustees I. I. Fund, bill of Dec. 10, 1911  John McDougall, Postmaster, stamps and stamped envelopes, January, 1912	14.04 35.24
The following bills were submitted, approved a dered transmitted to the Board of Drainage Commers for their consideration:	
Furst-Clark Construction Company, meals furnished State men on dredges during December, 1911	92.25
due for lock construction, bill of Jan. 1; 1912	7,338.79
crete lock, bill of Jan. 5, 1912  The Tampa Times, for advertising bid for construction of concrete lock, bill of Jan. 16,	5.25
Manufacturers' Record Publishing Company, for advertising bid for construction of con- crete lock, bill of Jan. 11, 1912	12.80
The Florida Times-Union, for advertising for construction of concrete lock, bill of Jan. 11,	5.25

Gilmore & Davis Company, lock and snears, bill	
of Feb. 1, 1912	1.10
Middle Florida Ice Company, distilled water	
for office Chief Drainage Engineer, bill of	
Feb. 1, 1912	.50
Geo. Cason, boat hire during January, for use	
of Engineer Elliott and party, 29 days, at	
\$35.00 per month, bill of Jan. 31, 1912	32.75
J. F. Hill, office supplies for Chief Drainage	
Engineer, bill of Feb. 1, 1912	1.95
	1.55
McMurray & Baker, supplies furnished Engi-	
neer Elliott, bill of Dec. 16, 1912	12.00
W. & L. E. Gurley, surveying supplies fur-	
nished Engineer Ensey, bill of Jan. 8, 1912	3.55
Hendry & Kimball, supplies used in repairing	
launch "Revere," bill of Dec. 29, 1911	90.25
Capital City Bank for T. J. Appleyard, second	
sheets and printing of pamphlets, bill of	
Feb. 1, 1912	4.30
Remington Typewriter Company, ½ dozen Rec-	
ord Ribbons, bill of Jan. 24, 1912	3.50
The McCrimmon Lumber Company, 10 bundles	
Lath furnished Engineer Frederick, bill of	
Feb. 1, 1912	2.50
J. T. Zeigler & Company, supplies furnished	
Engineer Ensey, bill of Nov. 1, 1911	4.30
Berryhill-Cromartie Company, groceries fur-	
nished Engineer Ensey, bill of Dec. 20, 1911	9.00
Red Line Transfer, J. J. Hutson, Prop., feeding	
and furnishing teams and supplies, account	
moving of camp under Engineer Ensey, bill	
of Dec. 30, 1911	63.00
Dade Lumber Company, for Lath furnished En-	
gineer Ensey, bill of Jan. 15, 1912	3.00
D. Lapham & Son, oats and corn furnished	
Engineer Ensey, bill of Jan. 12, 1912	6.25

Padgett & Company, provisions furnished State Surveying party under Engineer Ensey, bill of Jan. 10, 1912  Labelle Mercantile & Hardware Company, bill of Dec. 30, 1911,	48.26
for groceries furnished Engineer	
Elliott \$18.70	
bills of Jan. 18, 1912, for groce-	
ries furnished Engineer J. W.	
Newman, for\$10.04	
and 13.35	
—— \$ 23.39	
bill of Jan. 24, 1912, for groceries	
furnished Engineer J. W. New-	
man 46.67	
	88.76
R. A. Holland 6 cots furnished Engineer El-	
liot's party, bill of Nov. 10, 1911	20.25
Gulf Refining Company, 5 drums Gasoline fur-	
nished Engineer Newman on Contract, as	22.10
per Ticket No. 3856, bill of Jan. 13, 1912	32.40
Schoemaker's Stables, drayage of corner mark-	0.00
ers and filing cases, bill of Feb. 1, 1912	2.60
Racine Boat Company, supplies for 24-H. P.	4.00
Cyl. Engine, bill of Jan. 6, 1912 G. F. Ireland, supplies furnished Engineer El-	4.00
liot for House Boat and launch for towing,	
bill of Jan. 2, 1912	13.00
W. S. Dowell, 1 crate Peppers, for surveying	
Party—East Side—bill of Dec. 9, 1911	1.00
The S. B. Hubbard Company, sup-	
plies furnished account Survey	
Okeechobee end, bill of Sept. 28,	
1911 \$271.86	
bill of Dec. 16, 1911 151.38	
bill of Dec. 16, 1911 3.75	
THE PARTY OF THE PROPERTY OF THE PARTY OF TH	426.99

The H. & W. B. Drew Company,	
supplies furnished Chief Drain-	
age Engineer, bill of Jan. 3, 1912 .40	
bill of Jan. 24, 1912 8.50	
	8.90
J. O. Wright, expenses account Official Trip,	
Jan. 7-9, 1912	17.30
J. O. Wright, salary as Chief Drainage Engi-	11.00
neer, January, 1912	416.66
	410.00
G. C. Pierce, salary as Assistant Engineer,	10= 00
January, 1912	125.00
J. E. Downing, salary as Clerk in office of Chief	
Drainage Engineer, January, 1912	40.00
Thos. E. Frederick, Resident Engineer, salary	
for January, 1912	90.00
J. H. Jacobie, Inspector, salary for January,	
1912	60.00
W. G. Coachman, Rodman, at \$2.00 per day, 3	
days, January, 1912	6.00
John W. Newman, expense account as Assist-	
ant Engineer, for January, 1912	18.42
John W. Newman, salary as Assistant Engi-	
neer, January, 1912	125.00
G. V. Scott, Instrumentman, January, 1912	90.00
Ben Waldron, Pilot, at \$2.50 per day, 27 days,	
January, 1912	67.50
Tom Russ, Launch Engineer, at \$2.50 per day,	
27 days, January, 1912	67.50
Jas. Mabry, Chain and Axeman, at \$2.00 per	
day, 27 days, January, 1912	54.00
Lonnie Howard, Chain and Axeman, at \$2.00	
per day, 27 days, January, 1912	54.00
W. S. Dowell, Cook, at \$1.50 per day, 31 days,	
January, 1912	46.50
Jas. Mabry, by error in December, 1911, time,	
as per payroll for January, 1912	12.00

R. F. Ensey, expense account for January,	
1912, as Engineer	71.15
R. F. Ensey, salary as Engineer, January,	
1912	175.00
M. T. Ensey, Front Rodman, at \$70.00 per	
month, 24 days, January, 1912	64.61
W. A. Hendry, Boatman, at \$50.00 per month,	
21 days, January, 1912	40.38
W. Z. Henderson, Boatman, at \$50.00 per	
month, 21 days, January, 1912	40.38
D. M. Henderson, Glade Pilot, at \$55.00 per	
month, 23 days, January, 1912	44.23
A. A. Lee, Boatman, at \$50.00 per month, 18	
days, January, 1912	34.61
Bruce Carty, Teamster, at \$1.00 per day, 23	
days, January, 1912	23.00
Richard Sumner, Cook, at \$40.00 per month,	
1 day, January, 1912	1.54
F. C. Elliott, salary as Engineer, at \$175.00	
per month, one-half month December, 1911	87.50
F. C. Elliott, expense account as Engineer,	0.70
January, 1912	3.70
M. L. Heiss, expense account as Lock Inspec-	6.50
tor, January, 1912	0.50
M. L. Heiss, salary as Lock Inspector, Jan-	90.00
uary, 1912	50.00
January, 1912	125.00
J. P. Hunter, Instrumentman, salary for Jan-	
uary, 1912	75.00
A. A. J. Croucher, Launchman, at \$75.00 per	
month, 13 days, January, 1912	37.50
L. B. White, Launchman, at \$75.00 per month,	
3 days, January, 1912	8.65
S. M. Hicks, Rodman, at \$2.00 per day, ½ day,	4.00
January, 1912	1.00

J. S. Cheesboro, Chainman, at \$2.00 per day,	
27 days, January, 1912	54.00
J. E. Manning, Chainman, at \$2.00 per day, 12	
days, January, 1912	24.00
Lewis Butler, Cook, at \$1.33\frac{1}{3} per day, 31 days,	
January, 1912	41.33
E. A. Croucher, Dredge Inspector, January,	
1912	75.00
Marshall Carr, Dredge Inspector, January,	
1912	60.00
W. W. Kissick, Dredge Inspector, January,	00.00
1912	60.00
J. P. Hunter, Instrumentman, for time omit-	00.00
ted on Dec. payroll, at \$75.00 per month, 6	
days, as per payroll for January, 1912	17.31
Florida East Coast Railway Company,	11.01
Freight on gates and iron castings for lock	
in the North New River Canal	34.51
F. C. Elliott, salary as Engineer, January,	01.01
1912	175.00
G. R. Dyess, salary as Assistant to Engineer	7,19,86
Elliott, at \$85.00 per month, 26 days, Jan-	
uary, 1912	81.85
Bert Dyess, Rodman and Boatman, at \$65.00	
per month, 25 days, January, 1912	60.19
J. C. Dyess, Rodman, at \$60.00 per month, 26	
days, January, 1912	57.77
Chas. Murray, Axeman, at \$60.00 per month,	
28 days, January, 1912	45.84
L. C. Blount, Cook, at \$60.00 per month, 28	
days, January, 1912	54.20
W. R. Cason, hire of boat and services of self,	
31 days, January, 1912	100.00

Secretary was instructed to wire J. B. McGinley, Presdent Chamber of Commerce, of West Palm Beach, Fla.,

that the Trustees would require twenty-five thousand dollars cash and the remainder to be paid as needed, the balance to be guaranteed by one of the West Palm Beach banks, being the amount required by the Trustees of the people of West Palm Beach and Palm Beach County towards the cost of excavating West Palm Beach Canal.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST, Governor.

J. C. LUNING,

Secretary.

Tallahassee, Florida, February 6, 1912.

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, J. C. Luning, Commissioner of Agriculture.

Bill of Furst-Clark Construction Company for dredging out the North New River Canal during June, July and August, 1910, amounting to \$6,651.67, for cleaning out same canal during December, 1911, for \$2,325.50, and for cleaning out the same canal during June, 1911, amounting to \$285.77, was presented by Mr. Robert P. Clark, of said Company, and after discussing the matter, it was mutually agreed by the Trustees and Mr. Clark that 25% of the bill should be deducted, leaving the amount of the bill \$6,947.21, which was ordered paid.

The following bids for the construction of lock in the Miami Canal were opened and considered:

Geo. F. Cook & Company, Miami, Fla.,\$19,667.50, to be completed in 120 days.

Geo. H. Crafts & Company, Americus, Ga., \$10,210.00, to be completed in 180 days.

W. B. Williams, St. Petersburg, Fla., \$10,200.00, to be completed in 240 days.

The bid of Geo. H. Crafts and Company, of Americus, Ga., being within \$10.00 of the lowest bid, and the time of the completion being 60 days less, the contract was awarded to Geo. H. Crafts & Company, of Americus, Ga., at the price of \$10,210.00, to be completed within 180 days of the execution of the contract. It was decided that a bond in the sum of \$5,000.00 should be required.

Applications of John M. Wilks, John J. Haupt, Thos. C. Hammond and R. D. Morales, of Tampa, Fla., to purchase certain lands by the payment of one-fifth cash and the remainder in twelve months with interest on the deferred paymnts at the rate of 5% per annum, were considered and said propositions accepted.

Upon application of O. M. Tillis, the Trustees ordered that the ammount of \$420.00 paid for the East Half of Northwest Quarter, Southwest Quarter of Northwest Quarter and Southwest Quarter of Section Eleven, Township Twenty-seven South, Range Twenty-five East, be refunded to him and the Commissioner of Agriculture be notified of this action.

Secretary was instructed to write Mr. Nathan A. Cole, of Chicago, Illinois, that at the present the Trustees were not prepared to consider the matter of the navigation of the North New River Canal by transportation lines.

Complaints were presented from the City Council, the Board of Trade and the Halifax River Yacht Club, of Daytona, Fla., relative to the condition of the canal of the Florida Coast Line Canal and Transportation Company, from that city to St. Augustine. The Chief Drainage Engineer reported that the Canal Company now had six dredges at work upon that portion of the canal and that the conditions complained of were being remedied as rapidly as possible.

This fact was ordered communicated to the above named organizations.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING,

Governor.

Secretary.

Tallahassee, Florida, February 14, 1912.

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, J. C. Luning, Commissioner of Agriculture.

A communication was read from Mr. E. B. Wells desiring to buy several hundred acres of land on the canals in the Everglades. The Trustees decided that at present they did not care to sell the land Mr. Wells desired to buy, and directed that he be so notifid.

Estimate of the work done by the Furst-Clark Construction Company in excavation in the Everglades for the month of January, 1912, showing 689,484 cubic yards of earth and 20,242 cubic yards of rock, making a total of 709,726 cubic yards of material of all character

excavated during the month. At the contract price of 8 cents per cubic yard for the earth and 20 cents per cubic yard for rock, amounting to \$59,207.12.

Secretary was instructed to draw checks for the sum of \$59,207.12, payable to Furst-Clark Construction Company, in payment of the work done by them for the Trustees during the month of January, 1912, and mail to said Company.

The following report on the progress of the work in the Everglades by the Chief Drainage Engineer was presented and ordered placed of record:

"Tallahassee, Florida, February 11, 1912.

Trustees Internal Improvement Fund & Board of Drainag Comemissionrs, Tallahassee, Florida.

Gentlemen:—I am handing to you herewith Estimate No. 19 showing the excavation on the EVERGLADES DRAINAGE CANALS during the month of January, 1912.

The yardage for January is approximately the same as it was for the month of Decmber, the latter month having about 2,000 yards more than is shown by the January estimate.

During the period covered by the enclosed estimate, the dredge "Everglades" made poor progress on account of being delayed by the drill boat not being able to blast the rock as fast as the dredge could move. The contractor has placed a force of hand drillers on the work to augment the blasting by the drill boat. Probably during this month, the "Everglades" will be able to accomplish more excavation than in January.

The dredge "Hillsborough," after rdeaching Station 205, was moved up the canal to Station 560—a short distance behind the dredge "Everglades"—and started removing the silt and sediment in the North New River Canal working down stream. This dredge has covered the distance

for which the entire excavation was allowed and during February will, no doubt, show a good yardage.

The "Caloosahatchee," working on the upper end of the North New River Canal, and the "Angola," working upstream from the lower end, were about 2½ miles apart February 1st. Tte "Caloosahatchee," striking rock near the surface of the 'Glades at Station 1702, has now been started back up the North New River Canal and will be placed in the Upper South New River Canal to assist in the excavation of this portion of the work. The dredge "Hicpochee" will still be kept on this work also, making two dredges at the upper end of the South New River Canal.

The dredge "Hicpochee" made poor progress on account of being overhauled during the first part of January. but the contractor now thinks that he has gotten her in good condition for better progress. The dredges "Caloosahatchee," "Number Eight" and "Loran" all made good progress on the upper ends of the Canals. The work of the dredge "Miami" also shows up very well. This dredge has now been laid up for a short time in order to change the dipper on her. The "Okeechobee," on account of the deep cut through which she is working, was unable to advance more than 2,000 feet during the month. The dredges "Angola," "Everglades" and "Hillsborough" were all delayed for a few days during January on account of being out of fuel; otherwise this estimate would have probably been slightly in excess of that for December.

I am also enclosing to you herewith map of a portion of the EVERGLADES DRAINAGE DISTRICT showing the location of the canals and the position of the dredges on same February 1st, 1912.

As stated in my communication to you transmitting Estimate No. 18, last month, if the contractor continues to make the progress shown by that estimate and the January estimate, he will be able to complete the work within contract time.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,

J. C. LUNING,

Governor.

Secretary.

Tallahassee, Florida, February 20, 1912.

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, Comptroler, J. C. Luning, Treasurer.

Mr. George F. Miles, Vice-President of the Florida Coast Line Canal and Transportation Company, appeared before the Trustees relative to the lands received from the Trustees of the Internal Improvement Fund by the Canal Company, sold by said Company to J. M. Barrs, and presented the following resolutions adopted by the said Canal Company:

Whereas, on December 27th, 1910, the Florida Coast Line Canal and Transportation Company, with the approval of the Trustees of the Internal Improvement Fund, conveyed to J. M. Barrs, of Jacksonville, Florida, the lands included in what was known as the second (2nd) escrow deed conveying approximately 117,000 acres of land in Palm Beach and Dade Counties, Florida; and

Whereas, Said Barrs paid for said lands in cash and notes secured by mortgages, all of which were deposited with the Barnett National Bank of Jacksonville as custodian under an agreement between the Canal Company and the Trustees of the Internal Improvement Fund, by which it was stipulated that the sum of \$2.65 per acre (or approximately \$310,000) was to be deposited with said bank, to be used in payment of Construction and Maintenance Expenses under the supervision of an Engineer appointed by the said Trustees; and

Whereas, The sale of the said lands was negotiated by George F. Miles under a contract with the Canal Company, by which he was to receive a commission on the sale of all lands made by him; and

Whereas, The said Barrs, in addition to the \$2.65 per acre above mentioned, paid in to said Barnett National Bank in Cash and Notes a sufficient sum to cover the commission payable to said George F. Miles; and

Whereas, By an oversight, this additional sum was deposited with the said bank instead of being handed to said Miles; it is hereby

Resolved, And the said bank, or any other institution which may now be the custodian of the fund, is hereby directed to hand to said Miles, after obtaining the consent of the Trustees of the Internal Improvement Fund, in payment of said commission, two of the notes of said Barrs, one being for \$10,841.56, past due November, 1911, and the other for \$7,113.10 becoming due January 29th, 1913; and it is further

Resolved, That the Trustees of the Internal Improvement Fund are hereby requested to approve the delivery of the above mentioned notes to the said Miles in payment of the commission mentioned.

After consideration of the matter by the Trustees it was.

Resolved, That the Trustees of the Internal Improve ment Fund hereby consent to the request of the Florida Coast Line Canal and Transportation Company, as expressed in the above resolutions, and the Barnett National Bank is hereby requested and authorized to deliver to Geo. F. Miles the two notes mentioned in the resolutions, viz., one note for \$10,841.56, past due November, 1911, and another note for \$7,113.10, due January 29th, 1913, and that a certified copy of these resolutions be furnished to Geo. F. Miles, the Florida Coast Line Canal and Transportation Company and the Barnett National Bank, of Jacksonville, Florida

The Trustees then adjourned.

Attest:
J. C. LUNING,

ALBERT W. GILCHRIST,

Governor.

Secretary.

Tallahassee, Fla., February 26, 1912.

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, Comptroller.
J. C. Luning, State Treasurer.

Mr. J. O. Wright, Chief Drainage Engineer, appeared before the Trustees and recommended that the salary of his office assistant, Engineer G. C. Pierce, be increased from \$125.00 to \$150.00 per month, Mr. Wright stating that Mr. Pierce was a very efficient man for the position, and that some of the other assistant engineers in the employ of the Trustees were receiving less than \$125.00 per month and subsistence, amounting to at least \$150.00 per month.

Upon the recommendation of Mr. Wright, as stated above, it was ordered that the salary of Mr. G. C. Pierce, office assistant Engineer, be increased from \$125.00 to \$150.00 per month, said increase to begin from Feb. 1, 1912.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING,

Governor.

Acting Secretary.

Tallahassee, Fla., March 2, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

Berryhill-Cromartie Company, supplies fur-	
nished party under Engineer R. F. Ensey,	
bill of Feb. 1, 1912\$	56.00

Railey-Milam Hardware Company, furnishing and fitting 50 sleeve couplings, account Survey East Side, bill of Nov. 10, 1911......

21.90

neer Ensey account Survey East Side, bill	
of Feb. 1, 1912	44.15
Dr. C. G. Holland, hire of team, account survey East Side, bill of Feb. 15, 1912	100.85
Geo. E. French, use of launch 3 days, account	
Engineer Ensey, bill of Feb. 13, 1912	15.00
Gulf Refining Company, 5 drums	
Gasoline furnished Engineer J. W. Newman, bill of Feb. 14, 1912,	
as per Ticket No. 3941 \$32.40	
3 drums Naptha, bill of Jan. 31,	
1912 17.82	-0.00
H & W D D . G	50.22
H. & W. B. Drew Company, supplies furnished office Chief Drainage Engineer, bill of Feb.	
13, 1912	2.34
Little River Mercantile Company, groceries	
furnished Engineer Ensey, bill of Feb. 1,	
1912	34.19
Stranahan & Co., supplies furnished Engineer R. C. Hicks, bill of Jan. 31, 1912	6.45
Miami Yacht and Machine Company, one 3"	0.40
Stuffing Box for Launch, bill of Dec. 31, 1912	1.00
Geo. A. Douglass, general groceries furnished	
Engineer Ensey, bill of Feb. 12, 1912	124.36
J. D. Pool & Son, meats furnished Engineer J.	
W. Newman, bill of Feb. 12, 1912	15.80
Everglade Grocery Company, groceries furnished Engineer R. C. Hicks, bill of Feb. 1,	
1912	25.96
Dade Lumber Company, lath furnished Engi-	
neer R. C. Hicks, bill of Feb. 15, 1912	8.40
Butler & Thomas, groceries furnished Engineer	
R. C. Hicks, bill of Feb. 1, 1912	32.37

J. B. Jehries, meats furnished Engineer R. C.	
Hicks, bill of Feb. 1, 1912	10.70
R. C. Hicks, expense account as Assistant En-	
gineer for January, 1912	7.84
Miami Printing Company, for printing Notice	
to Contractors, bill of Feb. 1, 1912	7.13
Gulf Refining Company, 2 drums Gasoline fur-	
nished Engineer J. W. Newman, bill as per	
Ticket No. 3895	12.96
Geo. F. Ireland, supplies furnished Engineer	
J. W. Newman, bill of Feb. 14, 1912	23.59
J. W. Lathrop Company, supplies	
furnished Engineer J. W. New-	
man, bills of Jan. 22, 1912, one	
for \$5.00	
and one for	
	9.32
Labelle Mercantile Company, supplies fur-	
nished Engineer F. C. Elliot, bill of Jan. 18,	
1912	155.06
W. M. Burdine & Son, mosquito bars for party	
of Engineer Ensey, bill of Jan. 27, 1912	3.00
F. H. Brittain, supplies furnished Engineer	
Ensey, bill of Jan. 1, 1912	42.00
	12.00
H. & W. B. Drew Company, sup-	
plies furnished office Chief Drain-	
age Engineer, bills of Feb. 23,	
1012, OHC 101	
and one for 11.08	11.58
	11.00
E. G. Soltman, supplies furnished Engineer J.	1 00
O. Wright, bill of Feb. 17, 1912	1.00
The S. B. Hubbard Co., supplies furnished En-	
gineer Elliot, bill of Jan. 31, 1912	60.81
F. Lindley, supplies furnished Engineer J. W.	
Newman, bill of Feb. 27, 1912	19.60

Remington Typewriter Company, typewriter	
ribbons, bill of Jan. 24, 1912	3.50
Geo. Cason, hire of boat for one month by En	
gineer Elliot, bill of Feb. 29, 1912	35.00
John W. Newman, expense account as Engineer	
for February, 1912	21.55
John W. Newman, salary as Engineer, Feb	
ruary, 1912	125.00
G. V. Scott, Instrumentman, salary for Feb	
ruary, 1912	90.00
Ben Waldron, Pilot, at \$2.50 per day, 25 days	
February, 1912	
Tom Russ, Launch Engineer, at \$2.50 per day	
25 days, February, 1912	
Jas. Mabry, Chain and Axeman, at \$2.00 per	
day, 25 days, February, 1912	
Lonnie Howard, Chain and Axeman, at \$2.50	
per day, 18 days, February, 1912	
W. S. Dowell, Cook, at \$1.50 per day, 29 days	
February, 1912	
Jas. Burnett (make warrant payable to J. W	
Newman), Chain and Axeman, at \$2.00 per	
day, 5 days, February, 1912	
F. C. Elliot, expense account as Engineer, for	
December, 1912	. 12.00
F. C. Elliott, salary as Engineer, February	
1912	, . 175.00
G. R. Dyess, salary as Assistant Engineer, a	
\$85.00 per month, 22 days, February, 1912.	
Bert Dyess, Rod and Boatman, at \$65.00 pe	
month, 25 days, February, 1912	
J. C. Dyess, Rodman, at \$60.00 per month, 2	
days, February, 1912	
(C. H. Murray, Axeman, at \$60.00 per month	,
22 days, February, 1912	. 50.75

L. N. Blount, Cook, at \$60.00 per month, 22	
days, February, 1912	50.75
W. R. Cason, hire of self and boat, at \$100.00	
per month, $17\frac{1}{2}$ days, February, 1912	67.30
R. C. Hicks, salary as Assistant Engineer, Feb-	
ruary, 1912	125.00
J. P. Hunter, Instrumentman, February, 1912	75.00
L. B. White, Launchman, February, 1912	75.00
S. M. Hicks, Rodman, at \$2.00 per day, 16	
days, February, 1912	32.00
J. S. Cheesboro, Chainman, at \$2.00 per day,	
25 days, February, 1912	50.00
J. E. Manning, Chainman, at \$2.00 per day, 24	
days, February, 1912	48.00
Lewis Butler, Cook, at \$1.33\frac{1}{3} per day, 29 days,	
February, 1912	38.66
E. A. Croucher, Dredge Inspector, February,	
1912	75.00
Marshall Carr, Dredge Inspector, February,	20.00
1912	60.00
W. W. Kissick, Dredge Inspector, February,	20.00
1912	60.00
R. F. Ensey, Engineer, February, 1912	175.00
M. L. Heiss, Lock Inspector, February, 1912	90.00
Thos. E. Frederick, Assistant Engineer, Feb-	00.00
ruary, 1912	90.00
J. H. Jacobie, Inspector, February, 1912	60.00
J. O. Wright, Chief Drainage Engineer, Feb-	110.00
ruary, 1912	416.66
G. C. Pierce, Assistant Engineer, February,	150.00
1912	150.00
J. E. Downing, Clerk, February, 1912	40.00
Furst-Clark Construction Company, meals fur-	140.00
nished State men on dredges, January, 1912	140.00

The following bills were presented, approved and ordered paid:

I G T	
J. C. Luning, services as Secretary, Feb. 1, 2,	
3 and 4, 1912\$	23.00
Mary Herring, services as Stenographer, Feb-	
ruary, 1912	75.00
John T. Costa, services as Chief Clerk in Land	
Department, February, 1912	150.00
W. H. Ellis, services as Counsel, February,	
1912	208.33
Furst-Clark Constructions Company, for clean-	
ing out North Canal, account of washout in	
June, 1911	6,947.21
John McDougall, Postmaster, stamped envel-	
opes for office of Secretary bill of Feb. 18,	
1912	11.00
J. C. Luning, State Treasurer, reimbursement	
for check paid Furst-Clark Construction	
Company for Trustees I. I. Fund, account	
Estimate No. 20, February, 1912	30,000.00
J. C. Luning, State Treasurer, reimbursement	
for check paid Furst-Clark Construction	
Company for Trustees I. I. Fund, account	
Estimate No. 20, February, 1912	18.898.64
Albert W. Gilchrist, for expense incurred on	20,000,00
trip to Washington, at request of Trustees	The second
I. I. Fund, in re Everglades Investigation.	98.95
W. H. Ellis, expenses incurred as Counsel for	00.00
Trustees, October, 1911, February and	
March, 1912	331.24
Batter, 1012	001.24

Mr. C. C. Chillingworth, of Stuart, Florida, appeared before the Trustees and the following resolution was adopted:

Whereas, The Trustees of the Internal Improvement Fund of the State of Florida did by resolution adopted on February 8th, 1910, which said resolution appears on page 312 of the printed minutes of the Trustees, consent and agree to the Florida Coast Line Canal and Transportation Company, making a sale of One Hundred and Fifty Thousand acres of land covered by the escrow deeds made by the Trustees to the said Canal Company, and which said deeds were at that time being held in escrow by Bion H. Barnett; it being proposed to sell said land to J. M. Barrs, of Jacksonville, Florida, at and for \$2.65 per acre; and

Whereas, In accordance with the authority given by the said resolution, the said Canal Company did make a sale of the said One Hundred and Fifty Thousand acres of land to the said J. M. Barrs at a stated price, to be paid upon terms then and there agreed upon; and

Whereas, The Trustees are now requested to deed a certain part of the said land amounting to 12,133.06 acres, according to United States survey to the Canal Company upon the agreement that a mortgage shall be executed by the parties purchasing the said land from the said J. M. Barrs, for the unpaid balance of the purchase price. The said mortgage to be duly assigned to the said Canal Company and by it deposited with the First National Bank, of St. Augustine, Florida, to be held in escrow subject to the terms of this resolution.

Therefore, Be It Resolved, That the Trustees hereby agree to make a deed to the Florida Coast Line Canal and Transportation Company to that certain part of the One Hundred and Fifty Thousand acres of land sold to the said J. M. Barrs, lying and being in Palm Beach County, Florida, and described as follows:

Sections Thirteen (13), Fourteen (14), Fifteen (15), Seventeen (17), East Half of Twenty (E-2 of 20), Sections Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), the Northeast Quarter of Section Thirty-three (33), Sections Thirty-

four (34) and Thirty-five (35), all in Township Thirty-eight (38), South of Range Forty (40) East.

Also the East Half of the Southwest Quarter of Section Thirty-five (E½ of SW¼ of Sec. 35, and the North Half, the Southeast Quarter and the East Half of the Southwest Quarter of Section Thirty-six (N½, the SE¼ and the E½ of the SW¼ of 36), all in Township Thirty-eight (38), South of Range Forty-one (41) East.

Also Sections Two (2) and Three (3) in Township Thirty-nine (39), South of Range Forty (40) East.

Also Lots One (1) and Two (2) of Section (6); Lots One (1), Two (2), Three (3), Four (4), and Five (5) of Section Seven (7); Sections Eighteen (18), Nineteen (19), Twenty (20), Twenty-eight (28), Twenty-nine (29) and Thirty (30), and the Northeast Quarter of the Northeast Quarter of Section Thirty-three (NE½ of NE½ of 33), all in Township Thirty-nine (39), South of Range Forty-two (42) East.

All of said tracts of land comprising in the aggregate Twelve Thousand One Hundred Thirty-three and Six Hundredths (12,133.06) acres according to the United States survey.

Upon the following terms and conditions, to-wit: The said deed shall be placed with the First National Bank of St. Augustine to be held in escrow for delivery upon receipt by the said bank of ten per cent. (10%) of the principal of said purchase price computed at Two Dollars and Sixty-five Cents (\$2.65) per acre, and the interest that is now due by the said J. M. Barrs, on account of the purchase of the land herein described, under the contract of said Barrs with said Canal Company dated January 29, 1910, and upon the receipt by the said bank of a mortgage given to the said Canal Company on the said land for the balance of the purchase price, the notes covered and secured by the mortgage for the balance of the purchase price to be payable as follows:

One Thousand Dollars (\$1,000.00) in thirty (30) days. One Thousand Dollars (\$1,000.00) in sixty (60) days, One Thousand Dollars (\$1,000.00) in ninety (90) days, and the balance at the rate of Three Thousand Dollars (\$3,000.00) every three months thereafter, the first Three Thousand Dollar \$3,000.00) note to fall due six months from its date, and the last note to be given for that part of Three Thousand Dollars (\$3,000.00) falling due as a last payment, with interest on all of the said notes at the rate of six per cent. (6%) per annum, payable semiannually. The sum paid into said bank on account of the cash payment upon the purchase price of the said land and the proceeds from the notes covered by the mortgage upon the said land for the balance of the purchase price shall be held by the said First National Bank of St. Augustine and constitute a special fund to be used only by the said Canal Company in accordance with and subject to the terms of the resolution passed by the Trustees on November 29th, 1911, authorizing and providing for the deposit of the original escrow deed with the said bank, and also in accordance with the terms and conditions of the resolution passed by the Trustees relative to these same lands and the proceeds therefrom on October 29th, 1910, except insofar as modified by the resolution of November 29th, 1911. The mortgage securing the balance of the purchase price of said land may contain a provision authorizing a release from said mortgage of a tract of one hundred (100) acres, or multiples of one hundred (100) acres, upon the payment of Ten Dollars (\$10.00) per acre, for each acre released, the same to be credited upon the balance due on the said purchase price and held as part of the special fund heretofore mentioned. That all payments upon the balance of purchase price shall be paid into the said First National Bank, of St. Augustine, and the releases here allowed and provided for shall only be made by said Canal Company under the written authority of the said bank. The mortgage and notes so deposited in the said First National Bank of St. Augustine shall be held in escrow by the said bank subject to the provisions of this resolution.

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST, Governor.

# Tallahassee, Florida, March 15, 1912.

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, Comptroller, J. C. Luning, State Treasurer.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Furst-Clark Construction Company, meals fur- nished State men on dredges during Feb-	
ruary, 1912\$	109.50
R. C. Hicks, expense account as Engineer,	
February, 1912	18.60
L. D. Franklin, Transitman, at \$125.00 per	
month, 16 days, February, 1912	76.92
M. T. Ensey, Front Rodman, February, 1912.	70.00
W. A. Hendry, Boatman, at \$50.00 per month,	
21 days, February, 1912	40.38

W. Z. Henderson, Boatman, at \$50.00 per	
month, 21 days, February, 1912	40.38
D. M. Henderson, Glade Pilot, at \$55.00 per	
month, 21 days, February, 1912	44.42
J. H. Zill, Boatman, February, 1912	50.00
Richard Sumner, Cook, at \$40.00 per month, 20	
days, February, 1912	30.77
LaBelle Mercantile and Hardware Company,	
supplies furnished Engineer J. W. Newman,	
6 bills of March 1, 1912, aggregating	96.98
Capital City Bank for T. J. Appleyard,	
for printing 3000 copies "Why Wright's	
Report was Suppressed" and for 50	
sheets blotting paper, 3 bills of March	
1, 1912 \$ 24.50 Less check from Richardson-Kellett Co 4.00—	20.50
	20.50
Middle Florida Ice Company, 3 bottles of dis-	Alle
tilled water account office Chief Drainage Engineer, bill of March 1, 1912	.75
J. D. Higginbotham, groceries furnished En-	
gineer R. F. Ensey, bill of March 1, 1912	5.55
Gulf Refining Company, 4 drums Gasoline fur-	0.00
nished Engineer Hicks, bill of February 19,	
1912	27.00
Frank T. Budge, supplies furnished En-	
gineer R. F. Ensey, bill of February	
1, 1912	
Supplies furnished Engineer Hicks, bill	
of February 1, 1912 3.75	
Supplies furnished Engineer R. F.	
Ensey, bill of March 1, 1912 2.06—	13.11
Dade Lumber Company, lumber furnished En-	
gineer Hicks, bill of March 1, 1912	2.90
Lake Worth Mercantile Company, supplies fur-	2.02
nished Engineer Hicks, bill of March 1, 1912	6.06

New River Transportation Company, supplies bought by Engineer Hicks, bills of March 4,	
(two) aggregating	8.00
Fort Lauderdale Garage and Machine Company, supplies furnished Engineer Hicks, bill of	
March 1, 1912	9.05
Berryhill-Cromartie Company, groceries furnished Engineer R. F. Ensey, bill of	
March 1, 1912	
Groceries furnished Engineer Hicks, bill of March 1, 1912	-178.39
Butler & Thomas, groceries furnished Engineer	
R. C. Hicks, bill of March 1, 1912	64.18
J. B. Jeffries, groceries furnished Engineer R. C. Hicks, bill of March 1, 1912	13.90
Stranahan & Company, supplies furnished Engineer R. C. Hicks, February, 1912	18.79
Everglade Grocery Company, groceries furnished Engineer R. C. Hicks, bill of March	
1, 1912	6.41
of East Side, including trip to Tallahassee,	205 22
bill of March 1, 1912	205.33
Western Union Telegraph Company, bill for February, 1912	43.74
Southern Express Company, bill for February,	
1912	4.58

Estimate of the work done by the Furst-Clark Construction Company in the Everglades for the month of February, 1912, was presented showing that during said month 571,808 cubic yards of earth and 15,770 cubic yards of rock was excavated, making a total of 587,578 cubic yards of material of all kinds excavated during the month. At the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock being

\$48,898.64, which was ordered paid to the Furst-Clark Construction Company in payment of said work.

The following report of the Chief Drainage Engineer upon the progress of the work was read and ordered filed:

"Tallahassee, Florida, March 14, 1912.

Trustees of the Internal Improvement Fund, and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen:—I inclose herewith Estimate No. 20 showing the work accomplished by Furst-Clark Construction Company during the month of February.

This estimate is somewhat smaller than that for the last three months due to the following facts:

The dredge "Hillsborough" was moved down the North Canal to the temporary dam; the dredge removed this dam—which is just above the lock;—passed through the lock, and now is engaged in removing the bars below the lock caused by the entrance of Mr. Sanders' dredge into the canal.

The dredge "Hicpochee" only advanced 400 feet during the first part of the month. She was then laid up for repairs and has not, as yet, been again placed in commission.

The dredge "Caloosahatchee" was moved from the upper end of the North New River Canal to the upper end of the South New River Canal. Considerable time was lost in moving her.

The dredge "Miami," on which the contractor placed a new device for excavating rock, was laid up on the first of the month. The rock chiselling device, having proved to be unsuccessful. The dredge was moved down the Miami Canal; the dam in this canal was removed and the "Miami" was taken to the contractor's repair shop in Miami. After being repaired, this dredge will be taken

to the lower end of the Hillsborough Canal and started to work following the dredge "Okeechobee."

A larger estimate is anticipated for the month of March. I inclose herewith a map showing the location of the various dredges on the first of this month. At that time only about one mile remained to be excavated in order to connect the upper and lower ends of the North New River

Canal.

Respectfully submitted.

(Signed)

J. O. WRIGHT, Chief Drainage Engineer."

Financial Statement and disbursements for the month of January, 1912, were read as follows:

Financial Statement for the Month of January, 1912.

To balance on hand January 1, 1912	356.821.59
To amount received from sale of	
lands	2,033.57
To amount received from interest	
on deposits for quarter ending	
December 31, 1911	2,128.79
To amount received from R. J.	
Bolles, being credited \$43,750.00	
on purchase note due January	
1, 1914, \$11,250.00 on drainage	
note due April 1, 1914	55,000.00
To amount received from E. C.	
Chambers, credited on note due	
January 1, 1912	17,600.00
To amount received from Furst-	
Clark Construction Company,	
one-half of expense of opening	
way for dredge through Hills-	
borough River Bridge	600.00

To amount received from P. T. Knight, amount collected on wood and coal at Key West for
Trustees, for December, 1911 61.94—\$434,245.89
By disbursements for December, 1911
To balance on hand January 31, 1912
Reconcilement.
neconcinement.
To cash and cash items in hands
of Secretary 1,000.00
To cash in banks
10 tasii iii banks 512,991.04—\$515,991.04
Distributed in following banks:
First National Bank, Tallahassee, Fla\$ 23,690.41
Capital City Bank, Tallahassee, Fla 5,517.95
Exchange National Bank, Tampa, Fla 18,767.07
First National Bank, St Petersburg, Fla 5,232.32
Florida National Bank, Jacksonville, Fla 70,533.07
Bank of Bay Biscayne, Miami, Fla 10,369.76
Barnett National Bank, Jacksonville, Fla 125,287.50
Bank of Palm Beach, West Palm Beach, Fla 6,170.41
Hillsboro State Bank, Plant City, Fla 9,255.05
Atlantic National Bank, Jacksonville, Fla 23,206.67
Gainesville National Bank, Gainesville, Fla 5,000.00
Citizens Bank, Madison, Fla 4,100.94
First National Bank, Tampa, Fla 10,000.00
First National Bank, Gainesville, Fla 4,096.42
First National Bank, Miami, Fla 11,625.67
First National Bank, Marianna, Fla 10,252.90
Citizens Bank, Kissimmee, Fla
Florida National Bank, Gainesville, Fla 4,000.00
Citizens Bank & Trust Co., Tampa, Fla 9,219.35

Volusia County Bank, DeLand, Fla Leesburg State Bank, Leesburg, Fla	4,000.00 5,043.75
8	372,557.64
Disbursements for the month of January, 191	12:
Voucher No.	Amount.
2699—J. C. Luning, salary as Secretary, December, 1911 \$ 2700—Mary Herring, salary as Stenog-	166.67
rapher to Secretary, December, 1911 2701—John T. Costa, salary as Chief Clerk	75.00
for Salesman, December, 1911 2702—W. H. Ellis, salary as Counsel,	150,00
December, 1911	208.34
yard, for 2000 letter-heads, bill of Jonuary 1, 1912	7.00
uary 1, 1912	2.25
2705—John McDougall, P. M., Stamped Envelopes, bill of December 30, 1911	21.24
2706—Florida East Coast Ry. Co., opening trestle at Deerfield over Hills borough River to allow dredge to pass, also for placing 30 ft. span in said trestle, bill of December 21,	
1911	1,200.00
2707—I. N. Withers, for services in securing rights-of-way for canals, bill of January 1, 1912	116,43
2708—Furst-Clark Construction Company, for excavation in the Everglades during December, 1911, as per	
Estimate No. 18	58,718.12

Voucher No.

Amount.

23.20

The Trustees then adjourned.

Attest::

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING, Secretary.

Tallahassee, Florida, March 23, 1912.

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, Comptroller. J. C. Luning, Treasurer. Park Trammell, Attorney General.

Messrs. Gruber and Rousseau, representing the people of Palm Beach County, appeared before the Trustees, and represented to the Board that the citizens of Palm Beach County had formed a Roads and Improvement Society looking to a plan for financing the Lake Worth Canal proposition insofar as the people of Palm Beach County are concerned: Their plan being for the Roads and Improvement Society to raise the sum of Twenty-five Thousand Dollars (\$25,000.00) in cash and to deposit same to the credit of the Trustees of the Internal Improvement Fund equally in the two local banks of West Palm Beach, and to give a mortgage for the remaining Fifty Thousand

Dollars (\$50,000.00) of the Seventy-five Thousand (\$75,000.00) subscribed by the people of Palm Beach County for this purpose, on five thousand acres of land donated by various land companies toward the expense of building the Lake Worth Canal, the said balance of Fifty Thousand Dollars (\$50,000.00) to be represented by two notes of Twenty-five Thousand Dollars (\$25,000.00) each, signed by the Society and payable one and two years after date and bearing six per cent. interest.

The Trustees after considering the proposition of the people of Palm Beach County, as above outlined, decided that they would accept a cash payment of Twenty-five Thousand Dollars (\$25,000.00), the same to be deposited equally in the two local banks of West Palm Beach, but that they could not afford to accept mortgage on five thousand acres of land for the remaining Fifty Thousand Dollars (\$50,000.00); that they would accept promissory notes endorsed by satisfactory sureties for the balance involved, said notes to be submitted to and approved by the Trustees before this arrangement shall become effective.

Messrs. Gruber and Rousseau also represented to the Trustees that they had secured a purchaser for the ten thousand acres of land in Palm Beach County donated by the State for the purpose of helping to defray the expenses of constructing the Lake Worth Canal, and the Trustees agreed that they would sell this land to the parties whom Messrs. Gruber and Rousseau represented that they had secured to purchase same upon the same terms and conditions as previously agreed upon by the Trustees and the parties representing the Lake Worth Canal proposition, namely: That they would sell the land at a price of Fifteen Dollars (\$15.00) per acre upon the following terms: Thirty Thousand Dollars \$(30,000.00) in cash; Forty Thousand Dollars \$(40,000.00) to be paid in eight months; Forty Thousand Dollars \$(40,000.00)

be paid in sixteen months; and Forty Thousand Dollars (\$40,000.00) to be paid in twenty-four months.

The Trustees also agreed that the prospective purchaser of the ten thousand acres of land donated by the State for the purpose of helping to defray the expenses of construction of said Lake Worth Canal should have the privilege of accepting such other lands of equivalent acreage and location as may be lawfully and effectually substituted for any found unsatisfactory by such purchaser for any reason whatsoever.

The Trustees then adjourned.

J. C. LUNING, Secretary. ALBERT W. GILCHRIST, Governor.

Tallahassee, Fla., March 27, 1912.

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, Comptroller. J. C. Luning, Treasurer. Park Trammell, Attorney General.

Messrs. V. J. Randolph and N. Barco were appointed Land Inspecting Agents to be paid at the rate of \$100.00 per month for number of days employed and actual expenses while engaged in such work.

A communication was read from C. M. Cooper, Counsel for the Florida Coast Line Canal and Transportation Company, relative to the Trustees executing a deed to the said Florida Coast Line Canal and Transportation Company to certain lands embraced in a deed now held in escrow by the First National Bank of St. Augustine, executed by the Trustees to said Canal Company, said lands being a portion of the lands purchased by J. M. Barrs from said Canal Company and sold by him to Mary O. Bryan and Geo. O. Butler at the price of \$2.65 per acre, the price agreed to be paid by J. M. Barrs, the money derived from the said lands to be deposited in the First National Bank of St. Augustine, Florida, to be held by them upon the terms and conditions stipulated in the escrow deed and in resolutions adopted by the Trustees on October 29, 1910.

It was decided that the re quest be granted and that a deed be executed to the Florida Coast Line Canal and Transportation Company to the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section One, and all of Sections Two, Three, Four, Five and Six and the East Half of Section Seven, and all Sections Eight, Nine and Ten, and the Southwest Quarter of the Northwest Quarter, the West Half and the Southeast Quarter of Section Eleven, and the Southeast Quarter of the Northeast Quarter, the West Half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter and the South Half of Section Twelve, all in Township Thirtyeight South, Range Forty East, and mailed to Mr. C. M. Cooper, and that the First National Bank of St. Augustine, Florida, be notified of the execution of the deed and the conditions upon which it was executed.

A telegram was presented from the Miami Engineering and Construction Company, as fellows:

"Miami, Fla., March 2, 1912.

Trustees I. I. Fund, Tallahassee, Florida.

We have material for one and one-half dipper dredge arriving at Larkins for Snapper Creek Canal and Marion dredge at Landerdale waiting to start Snake Creek and another dredge on hand to start Cypress Creek. Execute contract so that we start work. Will make bond when contracts are received. Answ.

(Signed) MIAMI ENGINEERING AND CON-STRUCTION COMPANY."

It was ordered that the Miami Engineering and Construction Company be notified that the rights-of-way for Snake, Snapper and Cypress Creek Canals had not been secured and that the Trustees did not propose making a contract for this work until these rights-of-way were secured.

A communication was presented from Mr. Louis A. Hendry, representing the Fort Myers Board of Trade, in reference to the matter of building a lock in the Caloosahatchee River, near Lake Hicpochee, and the Secretary was instructed to notify Mr. Hendry that the Trustees were in possession of information that the United States Government was now considering the matter of building a lock in this river, and that it was thought advisable to await their disposition of this matter. Besides, they were of the impression that the Caloosahatchee River being a navigable stream, the United States Government would probably restrain the Trustees from building a lock in this stream.

A schedule of tolls, to be charged uuon the canal of the Florida Coast Line Canal and Transportation Company, was presented for approval by the Trustees.

The Trustees decided that for the present they would decline to approve said schedule of toll rates, owing to

objection being made to same by parties claiming that there was not a sufficient depth of water on the lower end of the canal.

Bill of Governor Albert W. Gilchrist, for \$98.95, expense of attending hearing of the Everglades Investigating Committee at Washington, D. C., at the request of the Trustees, was approved and ordered paid.

Bill of W. H. Ellis for \$331.24, for expense of attending same meeting, as Counsel of the Trustees, was approved and ordered paid.

Bill of I. N. Withers, for services as Inspector and Appraiser of State lands, for one half of the month of January, 1912, amounting to \$50.00, was approved and ordered paid to Mrs. I. N. Withers, widow and sole heir of I. N. Withers, deceased.

Financial Statement for the month of February, 1912, was presented and read, as follows:

Financial Statement for the month of February, 1912:

To balance on hand February 1,	
1912\$3	73,557.64
To amount received from sale of	
lands during month	180.24
To amount received from interest	
on deposits for quarter ending	
Dec. 31, 1911	64.81
To amount received from R. J.	
Bolles, crediten on drainage note	
due April 1, 1914	5,120.00
To amount received from sale of	
maps and lock plans	15.85
To amount received from P. T.	
Knight, collections on wood and	
coal for January, 1912	55.93
	0.0

\$378,994.47

By disbursements for February, 1912 65,307.07	
To balance on hand March 1, 1912 \$3	13,687.40
RECONCILEMENT.	
To cash and cash items in hands of Secretary	313,687.40
Distributed in following banks:	
First National Bank, Tallahassee, Fla	22,907.29 $5,517.95$ $13,767.07$ $5,232.32$ $75,653.07$ $10,369.76$ $66,080.38$ $6,170.41$ $9,255.05$ $23,206.67$ $5,000.00$ $4,100.94$ $10,000.00$ $4,096.42$ $11,625.67$ $10,252.90$ $7,188.40$ $9,219.35$ $4,000.00$
Leesburg State Bank, Leesburg, Fla Florida Bank, Gainesville, Fla	5,043.75 4,000.00

Disbursements for the month of February, 1912:

Disbursements for the month of February,	
Voucher No.	Amount.
2710—J. C. Luning, salary as Secretary, January, 1912	
2711—Mary Herring, Stenographer to Secretary, January, 1912	
2712—John T. Costa, salary as Chief Clerk in office of Salesman, January, 1912	
2713—W. H. Ellis, salary as Counsel, January, 1912	
2714—Z. T. Merritt, Clerk Circuit Court, Dade County, Rec. plat, bill of Dec-	
15, 1911	7.20
2715—M. H. Mabry, Clerk Supreme Court, deposit fee in case Trustees vs. Root	
2716—Ben F. Cone, copies of testimony in case F. E. C. Ry Co. vs. Fla. Coast Line Canal and Transportation Company, Trustees et al., bill of	
Dec. 10, 1911	
bill of January, 1912	35.24
for January, 1912	
2719—Western Union Tel. Co., bill for	
January, 1912	6.67
2720—O. M. Tillis, refund on purchase of of the E.½ of N.W.¼, S.W.¼ of N.W.¼ and S.W.¼ (less 11 acres) in Tp. 27 S., R. 25 E., an investigation of the control of the contr	
tion having shown that all the above described was under water	420.00

Voucher No.	Amount.
2721—W. V. Knott, Treasurer State School Fund, 25½ of sales of lands of the State	
2722—Furst-Clark Construction Company, for excavation in the Everglades during January, 1912	S
	\$ 65,307.07

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., April 1, 1912.

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, Comptroller,

W. A. McRae, Commissioner of Agriculture.

The follwing bills were presented, approved and ordered paid:

John T. Costa, salary as Chief Clerk in Land	
Department, March, 1912\$	150.00
Mary Herring, salary as Stenographer, March,	
1912	75.00
W. H. Ellis, salary as Counsel, March, 1912	208.34

The following bills were submitted, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

W. M. Burdine & Son, Mosquito Nets, 8 at \$1.80 each, account Survey East Side, bill of March 23, 1912\$	14.40
Smith's Book Store, Stationer's supplies furnished Engineer R. F. Ensey, bill of Feb. 22, 1912	3.05
Butler & Thomas, two bills of March 9, 1912; one for team and driver, 5½ days at \$5.00\$ 27.50	
and the other for groceries furnished Engineer F. C. Elliot	41.27
Stranahan & Company, batteries for use on launch—Survey Tp. 49 S., R. 41 E., bill of March 20, 1912	1.50
John McDougall, Postmaster, stamped envel- lopes for office Chief Draiage Engineer, bill of March 11, 1912	113.43
Gulf Refining Company, gasoline as per ticket No. 4006, bill of March 9, 1912 \$ 20.25	
and gasoline as per ticket No. 4019, bill of March 12, 1912 13.50	33.75
The Matthews-Northrup Works, 200 copies Map of Florida, on cloth stock, bill of Jan. 30, 1912\$ 60.00	
5,000 Maps Everglades Drainage Dist., bill of February 14, 1912 205.00  ———— \$	265.00

LaBelle Mercantile and Hardware	
Company, 5 bills of March 1, 1912,	
supplies furnished Engineer F. C.	
Elliot, aggregating\$144.71	
Bill of March 9, 1912, supplies fur-	
nished Engineer Newman 61.65	
s	206.36
H. & W. B. Drew Company, supplies	
furnished office Chief Drainage En-	
gineer, bill of Dec. 4, 1911\$ 15.60	
Bill of Dec. 23, 1911	
Bill of Jan, 10, 1912 35.00	
Bill of March 22, 1912 3.25	
	74.10
Capital City Bank for T. J. Appleyard,	
to re-binding certain records of the	
Trustees, bill of March 1, 1912\$ 17.00	
To re-binding Acts of 1848-55, bill of	
March 1, 1912	
\$	19.25
	10.20
Geo. Cason, to hire of boat, 12 days at \$35.00	
per month, account Engineer F. C. Elliot,	40.40
bill of March 28, 1912	16.13
J. O. Wright, salary as Chief Drainage Engi-	
neer, March, 1912	416.66
G. C. Pierce, salary as Asst. Engineer, March,	
1912	150.00
J. E. Downing, Clerk in Office of Chief Drain-	
age Engineer, March, 1912	40.00
F. C. Elliot, expense account for March, 1912	124.28
F. C. Elliot, Engineer, March, 1912	175.00
J. C. Dyess, Chainman, at \$60.00 per month,	72 1000
	46.15
20 days, March, 1912	20.10
H. D. Dyess, Chainman, at \$60.00 per month,	50.75
22 days, March, 1912	90.19

S. Williams, Rodman, at \$60.00 per month, 12	
days, March, 1912	27.60
J. A. Hendry, Rodman, at \$60.00 per month, 12	
days, March, 1912	27.69
R. C. Selvidge, Cook, at \$45.00 per month, 231/2	
days, March, 1912	40.67
F. B. Hart, rent of boat and hire of self, at	
\$100.00 per month, 14 days, March, 1912	53.85
J. W. Newman, expense account for March, 1912	16.10
J. W. Newman, salary as Asst. Engineer, March,	
1912	125.00
G. V. Scott, Instrumentman, March, 1912	90.00
Ben Walron, Captain of Launch, at \$2.50 per	
day, 26 days, March, 1912	65.00
Tom Russ, Engineer of Launch, at \$2.50 per day,	
26 days, March, 1912	65.00
James Mabry, Chain and Axman, at \$2.00 per	
day, 20 days, March, 1912	40.00
Lonnie Howard, Chain and Axman, at \$2.00 per	
day, 2 days, March, 1912	4.00
W. S. Dowell, Cook, at \$1.50 per day, 31 days,	
March, 1912	46.50
Kearney Dyess (Make Warrant payable to J. W.	
Newman), Chain and Axman, at \$2.00 per	
day, 3 days, March, 1912	6.00
Frank Hart, Chain and Axman, at \$2.00 per	
day, 3 days, March, 1912	6.00
Tom Williams, Chain and Axman, at \$2.00 per	
day, 12 days, March, 1912	24.00
R. C. Hicks, salary as Asst. Engineer, March,	195 00
J. P. Hunter, Instrumentman, March, 1912	125.00 $75.00$
L. B. White, Jr., Launchman, March, 1912	75.00
S. M. Hicks, Rodman, at \$2.00 per day, 26 days,	I That
March, 1912	52.00

J. S. Cheeseboro, Chainman, at \$2.00 per day,	
26 days, March, 1912	52.09
J. E. Manning, Chainman, at \$2.00 per day, 26	
days, March, 1912	52.00
Lewis Butler, Cook, at \$1.23 1-3 per day, 11	
days, March, 1912	14.60
F. P. Wood, Cook, at \$1.33 1-3 per day, 20 days,	
March, 1912	26.67
J. H. Jacobie, Inspector, March, 1912	60.00
E. A. Croucher, Inspector, March, 1912	75.00
Marshall Carr, Inspector, March, 1912	60.00
W. W. Kissick, Inspector, March, 1912	60.00
R. F. Ensey, Engineer, March, 1912	175.00
M. L. Heiss, Inspector, March, 1912	90.00
Thos. E. Frederick, Assistant Engineer at	
\$90.00 per month, 3 days, March, 1912	10.38
Coffin Valve Company, five 5x4 Sluice Gate	
Frames and Guides, bill of December 29,	
1911	325.00
J. F. Hill, supplies for office Chief Drainage	
Engineer, bill of April 1, 1912	6.25
H. M. Ashe Company, Ribbon for L. C. S. Type-	
writer	.75
Dade Lumber Company, two bills one of	
March 21, for\$ 3.25	19.00
and one of March 30, 1912, for 10.35-	- 13.60
Dade Lumber Company, lumber furnished En-	6.05
gineer Ensey, bill of March 18, 1912	123.54
R. F. Ensey, Expense account, March, 1912	
L. D. Franklin, Transitman, March, 1912	125.00
M. T. Ensey, Head Chainman, March, 1912	70.00
J. H. Zill, Rear Chainman, at \$50.00 per month,	90 16
20 days, March, 1912	38.46
W. Z. Henderson, Boatman, March, 1912	50.00
H. C. Phillips, Axman, at \$50.00 per month, 17	32.69
days, March, 1912	92.09

C. M. Larrick, Boatman, March, 1912	50.00
L. F. Ransom, Axman, March, 1912	50.00
A. R. Gatlin, Boatman, at \$50.00 per month, 13 days, March, 1912	25.00
J. E. Williams, Cook, at \$40.00 per month, March, 1912	, 40.00
O. E. Gibson, Axman, at \$50.00 per month, 5 days, March, 1912	9.61
T. E. Frederick, Transitman, at \$125.00 per month, 4 days, March, 1912	19.23
J. H. Zill, Front Rodman, at \$60.00 per month, 4 days, March, 1912	16.15
D. M. Henderson, Glade Pilot, at \$55.00 per month, 6 days, March, 1912	12.70
Tom Langford, Axman, at \$50.00 per month, 7 days, March, 1912	13.46
J. Goolsby, Axman, at \$50.00 per month, 7 days, March, 1912	13.46
Ed. Ashley, Boatman, at \$50.00 per month, 7 days, March, 1912	13.46
Bud Gillespie, Boatman, at \$50.00 per month, 6 days, March, 1912	11.54
T. E. Newell, Rear Chainman, at \$50.00 per month, 7 days, March, 1912	13.46
O. Ferrendo, Cook, at \$40.00 per month, 6 days, March, 1912	9.23
Capital City Bank for T. J. Appleyard, stationery for office Chief Drainage Engineer, bill of	00.00
April 1, 1912	33.20
Secretary, bill of March 26, 1912	109.00

Financial Statement and Disbursements for the month of March, 1912, were read as follows:

Financial Statement for the month of March, 1912.
To balance on hand March 1,  1912
By disbursements for March, 1912
To balance on hand April 1, 1912 \$270.187.17
Reconcilement.
To cash and cash items in hands of Secretary \$ 1,000.00  To cash in banks 269,187.17—\$270.187.17
Distributed in following Banks:
First National Bank, Tallahassee, Fla\$ 23,169.58 Capital City Bank, Tallahassee, Fla 5,517.95 Exchange National Bank, Tampa, Fla
Bank of Palm Beach, West Palm Beach, Fla. 6,170.41

Atlantic National Bank, Jacksonville, Fla Gainesville National Bank, Gainesville, Fla Citizens Bank, Madison, Fla First National Bank, Tampa, Fla First National Bank, Gainesville, Fla First National Bank, Miami, Fla First National Bank, Marianna, Fla Citizens Bank, Kissimmee, Fla Citizens Bank & Trust Company, Tampa, Fla Volusia County Bank, DeLand, Fla Leesburg State Bank, Leesburg, Fla Florida Bank, Gainesville, Fla	23,206.67 $5,000.00$ $4,100.94$ $10,000.00$ $4,096.42$ $11,625,67$ $10,252.90$ $7,188.40$ $9,219.35$ $4,000.00$ $5,043.75$ $4,000.00$
Total\$	269,187.17
Disbursements for the month of March, 1912:	
Voucher No.	Amount.
2723—J. C. Luning, services as Secretary	
for February 1, 2, 3 and 4, 1912\$	23.00
2724—Mary Herring, services as Stenog-	
rapher, February, 1912	75.00
2725—John T. Costa, services as Chief	
Clerk in Land Department, Feb-	
ruary, 1912	150.00
2726—W. H. Ellis, services as Counsel,	
February, 1912	208.33
2727—Furst-Clark Construction Company,	
for cleaning out North Canal, account of wash-out in June, 1911	6,947.21
2728—John McDougall, Postmaster,	0,541.21
Stamped Envelopes for office of Sec-	
retary, bill of February 18, 1912	11.00
	4
2729—J. C. Luning, State Treasurer, Reimbursement for check paid	
Furst-Clark Construction Company	
for Trustees I. I. Fund, account	
Est. No. 20, February, 1912	30,000.00

Voucher No.	Amount.
2730—J. C. Luning, State Treasurer, Reimbursement for check paid Furst-Clark Construction Company, for Trustees I. I. Fund, Estimate	
No. 20, February, 1912	18,898.64
2731—Albert W. Gilchrist, for expense in- curred on trip to Washington, at request of Trustees I. I. Fund, in re	
Everglades Investigation	98.95
2732—W. H. Ellis, Expenses incurred as Counsel for Trustees, October, 1911,	
February and March, 1912	331.24
Total	56 743 37

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. C. LUNING,

Secretary.

Tallahassee, Florida, April 10, 1912.

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, Comptroller,
J. C. Luning, State Treasurer,
Park Trammell, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following preamble and resolutions were unanimoulsy adopted:

Whereas, Section 16 of Chapter 610 of the Laws of Florida, Acts of 1855, Section 620 of the General Statutes of 1906, made it the duty of the Trustees of the Internal Improvement Fund to "fix the price of the public lands included in the trust, having due regard to their location, value for agricultural purposes, or on account of timber or naval stores, and make such arrangement for the drainage of the swamp or overflowed lands as, in their judgment, may be most advantageous to the Internal Improvement Fund, and the settlement and cultivation of the lands"; and

Whereas, The Supreme Court of Florida has recently in the case of Trustees Internal Improvement Fund et al. v. Root, 63 Fla. ——, recognized and affirmed the above stated duty imposed upon the Trustees as being a continuing duty and a trust imposed upon the Trustees of prior dignity to all other trusts or duties imposed upon them; and

Whereas, The said Trustees are now and for some time past have been engaged in operations calculated to effectively drain the swamp and overflowed lands held by them under the trust, in the region known as the Florida Everglades, and to make said lands suitable for settlement and cultivation; and

Whereas, The funds for carrying on the said drainage operations have been and are being derived largely from the sales of swamp and overflowed lands under the authority granted to the said Trustees by the above mentioned Act of 1855; and

Whereas, Owing to the magnitude of the project, it was found to be impracticable to secure sufficient funds for the carrying on of such drainage operations through the sales of small parcels of the swamp and overflowed lands; and it was also found to be impracticable to make

sales of large bodies of such swamp and overflowed land for all cash payments; by reason of which conditions the said Trustees have found it practicable and have deemed it to be to the best interests of the Internal Improvement Fund and to the best interests of the State of Florida, to enter into contracts for the sale of large areas of such swamp and overflowed lands, payment therefor to be made in part cash and in part upon deferred installments, such deferred payments still having several years to run before maturity; and

Whereas, The said Trustees in the last few years have made several such contracts for the sale of large areas of swamp or overflowed lands upon installment payments; and, upon the expectation and assurance of receiving funds provided by the said contracts, the said Trustees and the Board of Drainage Commissioners of the State of Florida have entered into contract with the Furst-Clark Construction Company for the cutting of approximately two hundred miles of drainage canals to be used in the drainage of the said area known as the Everglades, under the terms of which contract the said Furst-Clark Construction Company have furnished to the said Trustees and Drainage Commissioners a good and sufficient bond to assure their completion of their undertakings in the said contract; and, on the other hand, the said Trustees and Drainage Commissioners have contracted to pay a forfeit to the said Furst-Clark Construction Company of the sum of Fifty Thousand Dollars in the event that the said Trustees and Drainage Commissioners cause a discontinuance of the contract work, or fail to meet the obligations of payment stipulated in said contract to be made by said Trustees and Drainage Commissioners; and

Whereas, The said Trustees are almost wholly dependent for funds to make the payments required of them under the said Furst-Clark contract upon receiving the payments due them under the above mentioned contracts for the sale of certain large bodies of swamp and over-

flowed lands; and, in turn, the purchasers of such bodies of land are dependent for funds to make the payments due by them to the Trustees upon sales to be made by them of parcels of the lands which they have purchased, which sales to numerous small investors throughout the country are materially influenced by the confidence or lack of confidence which the investing public may have in the value, present or prospective, of the Everglades land; and

Whereas, During the last few months there have been circulated throughout the country, in many newspapers and otherwise, certain reports derogatory to the practicability of the plans which are being followed for the drainage and reclamation of the Everglades, and derogatory to the value and utility of the Everglades land for agricultural and horticultural purposes; and

Whereas, The said Trustees are unofficially but unmistakably advised that said derogatory reports have had a prejudicial and damaging effect upon the market values of lands and upon the development of various industries in all parts of the State of Florida; and

Whereas, The Trustees of the Internal Improvement Fund are convinced that the drainage and reclamation of a large portion of the lands included in the Everglades is feasible, and that the plans for such drainage and reclamation which are being followed, are the most practical and economical that could be devised; and the said Trustees are further convinced that, when drained and reclaimed, the lands in the Everglades will prove to be exceedingly fertile and well adapted for agricultural and horticultural pursuits; and

Whereas, The feasibility of said drainage project and the fertility of said soil has been stoutly maintained by every Board of Trustees of the Internal Improvement Fund since 1855, and by the Executive and Legislative Departments of the State Government since the admission of Florida into the Union in 1845, and by all United States Government Engineers and other Civil Engineers and soil experts who have investigated the conditions in the Everglades; and

Whereas, The Trustees of the Internal Improvement Fund are desirous that the truth be known and disseminated with reference to the operations now in progress in the Everglades, and that the investing public who are interested in that region shall be fully informed as to the true conditions existing there; and the said Trustees deem it to be their right and duty under the law to assist in having the true conditions placed before the public; and

Whereas, The said Trustees further believe that as the Trustees of the Internal Improvement Fund have now invested many hundreds of thousands of dollars in the drainage operations in the Everglades, which investments may be imperilled and may have to be abandoned if the above mentioned derogatory reports are not corrected by the publication of the truth relating to the Everglades; and

Whereas, In order that the truth may be known from personal examination, it is proposed that a party of thirty or more influential representatives of the great news agencies of the country and of the leading newspapers of the country, be conveyed upon a tour of personal investigation of the existing conditions obtaining in the Evarglades region; and it is suggested that the Trustees of the Internal Improvement Fund, because of their large interests, should contribute One Thousand Dollars towards the expenses of the said tour of investigation. Now, therefore, be it

Resolved, That the Trustees of the Internal Improvement Fund believe it to be right and proper and to the best interests of the Internal Improvement Fund and of the State of Florida that said Trustees should contribute, and they hereby agree to contribute, the sum of One Thousand Dollars towards the expenses of the above mentioned tour of investigation; and be it further

Resolved, That the Governor of the State of Florida, as Chairman of the Trustees of the Internal Improvement Fund, and such others of the Trustees as can conveniently do so, and the Chief Drainage Engineer and the State Chemist are requested to accompany the above mentioned press representatives on such tour of investigation so as to furnish such press representatives any and all accurate information with reference to the Everglades that may be requested.

The Trustees then adjourned.

Attest:

ALBERT W .GILCHRIST,

J. C. LUNING,

Governor.

Secretary.

Tallahassee, Fla., April 13, 1912.

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, Comptroller. J. C. Luning, Treasurer.

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

Labelle Mercantile and Hardware Company, supplies furnished Engineer J. W. Newman, bill of March 30, 1912

\$102.20

Supplies furnished Engineer F. C. Elliot, 4 bills of April 3, 1912, for\$20.69 1.25 23.60 27.35	
<del></del>	\$175.09
Frank T. Budge, supplies for Engineer Frederick's party, bill of April 1, 1912	9.55
Butler & Thomas, supplies furnished Engineer F. C. Elliot, bill of	
March 29, 1912	
	51.82
Smith's Book Store, supplies for Engineer Frederick's party, bills of April 8, 1912, for \$3.00	
and	3.50
Coffin Valve Company, two 5'x4' Sluice Gate Frames and Guides, bill of March, 25, 1912	130.00
A. W. Shackleford, freight on gasoline, bill of March 30, 1912	2.00
Gulf Refining Company, 3 drums gasoline, as per Ticket No. 4027,	
bill of March 16, 1912 \$20.25 2 drums gasoline, bill of March	
21, 1912	33.75
Geo. A. Douglass, supplies furnished Engineer R. F. Ensey, bill of April 1, 1912	160.78
W. J. Cathcart, supplies furnished Engineer R. F. Ensey, bill of April 1, 1912	51.80

Berryhill-Cromartie Company, sup- plies furnished Engineer Hicks	
for Party No. 2, bill of April 1,	
1912	
7, bill of April 1, 1912 256.41	316.46
J. W. Lathrop Company, repair parts to launch, Party No. 2, bill of March 26, 1912	2.85
Frank T. Budge, repair parts for launch, Party No. 1, bill of April 1, 1912	11.12
Stranahan & Co., repair parts for launch, Party No. 1, bill of March 29, 1912	6.55
Dade Lumber Company, lumber furnished Engineer Hicks, bill of March 2-29, 1912	13.65
Everglade Grocery Company, groceries furnished State Quarter Boat, bill of March 31,	45.90
1912	45.90
J. B. Jeffries meats furnished Engineer Hicks, bill of April 1, 1912	23.76
Lake Worth Mercantile Company, repair parts and supplies for launch, Party No. 1, bill	
of April 1, 1912	12.69
Newman, bill of March 30, 1912	2.20
The Herald Printing and Publishing Company, for printing "Notice to Contractors," bill	
of April 1, 1912	4.04
Tom M. Bryan, piling for use on "Sanders Cut," bill of March 30, 1912	33.80
R. C. Hicks, expenses incurred account State	
work, March, 1912	20.56
M. L. Heiss, expenses incurred during March,	
1912	23.70

Furst-Clark Construction Company, meals	
furnished State men on dredges, March, 1912	64.25
J. O. Wright, amount paid for rent of boat for	
self and party to inspect Tractor, bill of	
April 6, 1912	10.00
J. O. Wright, expenses incurred on Official	
Trip, April 1-5, 1912	49.50
Middle Florida Ice Company, 3 bottles Dis-	
tilled Water for Office Chief Drainage En-	
gineer, bill of April 1, 1912	.75
J. W. Corbett, one Typewriter Ribbon, office	
Chief Drainage Engineer, bill of March 1,	
1912	.75
Southern Express Company, bill for March,	
1912	4.11

The Trustees then adjourned.

## Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Fla., April 20, 1912.

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, Comptroller. J. C. Luning, Treasurer.

Estimate No. 21 of the work done by the Furst-Clark Construction Company in the Everglades for the month of March, 1912, was presented. The estimate showed that during the month of March, 1912, 668,769 cubic yards of earth and 21,116 cubic yards of rock was excavated at a total cost of \$57,724.72.

The estimate was ordered filed and \$57,724.72 ordered paid the Furst-Clark Construction Company in payment of work shown to have been done in said estimate.

The following report of the progress of the work by the Chief Drainage Engineer was presented and ordered filed:

"Tallahassee, Fla., April 13, 1912.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen :-

I have the honor to transmit herewith Estimate No. 21, showing the work done by the Furst-Clark Construction Company, during the month of March, 1912, and the amount due therefor.

Three of the dredges were not in operation this month, but in spite of this the contractor made fairly good progress and increased the yardage over that of last month. The dredge "Hillsborough" was engaged in removing the bars which formed below the lock and dam in the North New River Canal; the dredge "Miami" was overhauled the first part of the month, and the latter part of March she was started to the lower end of the Hillsborough Canal. The dredge "Hicpochee"—at the upper end of the South New River Canal—was laid up during the month for alterations and installation of new machinery. This latter dredge was put in operation April 2nd, and the contractor expects to make a record with her.

The dredges "Loran" and "Number Eight," at the upper end of the Hillsborough Canal, did exceptionally good work during March.

I am also handing to you herewith a map showing the location of the dredges on the 1st of this month.

The tractor, for use in surveying the Everglade lands,

has been received and is now being tried out. The indications are that this machine will be very useful and a money saver in the survey of these lands.

I am also glad to be able to report that the contractor for the Miami lock has arrived at Miami, transported equipment to lock site, and is now actively engaged on the construction of this lock.

Respectfully submitted,

(Signed) J. O. WRIGHT, Chief Drainage Engineer."

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

Tallahassee, Florida, May 1, 1912.

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, Comptroller, J. C. Luning, Treasurer.

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration:

8.50

Fort Lauderdale Garage and Machine Company, Repairs and supplies for launch, Party No. 1,	
bill of April 1, 1912	56.65
A. L. Lowell, Groceries and supplies, January 5, February 3, 1912	13,10
Butler and Thomas, Groceries, Team hire and supplies for Party No. 1, bill of April 1, 1912	56.45
The S. B. Hubbard Co., Materials for use in construction of Lock No. 1, Miami Canal, bill of March 25, 1912	33.13
T. B. McGahey, Piling for use in construction of Lock No. 1, Miami Canal, bill of April 15, 1912	125.00
Fort Lauderdale State Bank for King Sons' Company, Equipment for Parties Nos. 3 and 7 Survey East Side, bill of April 13, 1912	118.75
The Carl F. Roberts Co., Lumber for repairs to Houseboat, Party No. 2, bill of April 1, 1912	8.40
Miami Transfer Company, Transferring Frederick's party, bill of April 13, 1912	43.00
Dade Lumber Company, 10 bundles lathes and drayage of same, bill of April 12, 1912	3.25
W. N. Coon, 50 feet Wire Cable, bill of April 23, 1912	4.50
Schoemaker's Stables, 1 dray for 2 boxes, bill of	
April 23, 1912	.50
Western Union Telegraph Company, bill for March, 1912	16.54
J. O. Wright, Salary as Chief Drainage En-	10.54
gineer, April, 1912	416.67
G. C. Pierce, Assistant Engineer salary for	
April, 1912	150.00
J. E. Downing, Clerk for Chief Drainage Engineer, salary for April, 1912	40.00
00 741	

R F. Ensey, Engineer, April, 1912	175.00
M. L. Heiss, Lock Inspector, April, 1912	90.00
F. C. Elliot, Expense account for April, 1912	155.15
F. C. Elliot, Salary as Engineer, April, 1912	175.00
J. C. Dyess, Head Chainman, at \$65.00 per	
month, 21 days, April, 1912	52.50
H. S. Dyess, Rear Chainman, April, 1912	60.00
S. Williams, Rodman, April, 1912	60.00
L. W. Howard, Rodman, at \$60.00 per month, 20	
days, April, 1912	46.16
T. J. Williams, Axman, April, 1912	60.00
F. B. Hart, Boat and Boatman, month of April,	
1912	100.00
John W. Newman, Expense account for April,	
1912	59.89
John W. Newman, Salary as Engineer, April,	
1912	125.00
G. V. Scott, Instrumentman, April, 1912	90.00
Ben Waldron, Lineman, April, 1912	65.00
Tom Russ, Care of engine, April, 1912	65.00
Jas. Mabry, Chain and Axman, April, 1912	52.00
W. S. Dowell, Cook, at \$1.50 per day, 30 days,	
April, 1912	45.00
Phil Cason, Chain and Axman, at \$2.00 per day,	
20 days, April, 1912	40.00
H. & W. B. Drew Company, Supplies for Office	
Chief Drainage Engineer, bill of April 25,	
1912	6.65
D. M. Miller, putting in test wells North of	
West Palm Beach on the Palm Beach Canal,	
bill of April 12, 1912	8.00
Red Line Transfer, Teams for use of Engineer	
Elliot, bill of April 17, 1912	49.50
G. G. Strohm Co., Groceries furnished Engineer	
F. C. Elliot, bill of April 19, 1912	46.27
Agent, F. E. C. Ry., Freight on two Water	21.74
Gates, bill of April 3, 1912	21.11

H. M. Forman, Meals furnished J. H. Jacobie,	
69 at 30 cents each, bill of April 30, 1912	20.70
The S. B. Hubbard Co., Materials for Miami	
Lock, bill of April 13, 1912	21.60
H. & W. B. Drew Company, Materials for Office	
Chief Drainage Engineer, bill of April 30,	
1912	5.78
The True Democrat, Printing for sale of lands	
in Manatee County, bill of May 1, 1912	10.00
Southern Express Company, bill for April, 1912	6.25
J. O. Wright, expenses incurred in attendance	
upon Moss Investigating Committee, Feb-	
ruary 28, March 23, 1912	167.45
J. O. Wright, expenses incurred on trip to	
Everglades, April 21-28, 1912	20.80
Thos. E. Frederick, expense account transpor-	
tation self and party, Miami to Fort Lauder-	
dale, April 6, 1912	19.86
Thos. E. Frederick, Salary for April, 1912	125.00
J. H. Zill, Chainman, April, 1912	60.00
T. E. Newell, Chainman, at \$50.00 per month,	
7 days, April	13.46
T. E. Newell, Engineer, at \$60.00 per month, 19	
days, April, 1912	43.84
D. M. Henderson, Pilot, April, 1912	55.00
T. J. Langford, Chainman, April, 1912	50.00
J. R. Goolsby, Axman, at \$50.00 per month, 7	40.10
days, April, 1912	13.46
J. E. Ashley, Axman, at \$50.00 per month, 7	19.40
days, April, 1912	13.46
Carl Holmer, Axman, at \$50.00 per month, 7 days, April, 1912	13.46
J. H. Jacobie, Dredge Inspector, April, 1912	60.00
R. C. Hicks, Assistant Engineer, April, 1912	125.00
J. P. Hunter, Instrumentman, April, 1912	75.00
L. B. White, Launchman, at \$75.00 per month,	19.00
15½ days, April, 1912	44.71
	11.11

S. M. Hicks, Rodman, April, 1912	52.00
F. P. Wood, Cook, at \$1.33\frac{1}{3} per day, 30 days,	
April, 1912	40,00
E. A. Croucher, Dredge Inspector, April, 1912	75.00
Marshall Carr, Dredge Inspector, April, 1912	60.00
W. W. Kissick, Dredge, Inspector, April, 1912	60.00
L. D. Franklin, Transitman, April, 1912	125.00
M. T. Ensey, Head Chainman, April, 1912	70.00
H. C. Phillips, Rear Chainman, April, 1912	50.00
L. F. Ranson, Axman, April, 1912	50.00
C. M. Larrick, Axman, April, 1912	50.00
O. E. Gibson, Axman, April, 1912	50.00
W. Z. Henderson, Boatman, April, 1912	50.00
A. P. Gatlin, Boatman, at \$50.00 per month, 22	00.00
days, April, 1912	42.30
J. E. Williams, Cook, April, 1912	40.00
J. E. Williams, Cook, April, 1912	10.00
Financial Statement and Disbursements for the of April, 1912, were read and ordered spread u	
Minutes:	pon the
Minutes:	
' Dinamaial Statement for the month of April 1	019
Financial Statement for the month of April, 1	712.
To balance on hand April 1,	
1912	
To amount received from sale of	
lands during month 1,157.75	
To amount received from J. O.	
Wright for maps, lumber, etc 44.28—\$27	1,389.20
	8,208.06
-	
To balance on hand May 1, 1912 \$21	3,181.14

## Reconcilement.

To cash and cash items in hands	
of Secretary	1,000.00
To cash in banks	212,181.14-\$213,181.14

# Distributed in following banks:

First National Bank, Talahassee, Fla\$ Capital City Bank, Tallahassee, Fla Exchange National Bank, Tampa, Fla	23,888.27 5,517.95 13,767.07
First National Bank, St. Petersburg, Fla	5,232.32
Florida National Bank, Jacksonville, Fla	8,705.86
Bank of Bay Biscayne, Miami, Fla	10,369.76
Barnett National Bank, Jacksonville, Fla	31,540.35
Bank of Palm Beach, West Palm Beach, Fla	6,170.41
Hillsboro State Bank, Plant City, Fla	9,255.05
Atlantic National Bank, Jacksonville, Fla	23,206.67
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens Bank, Madison, Fla	4,100.94
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,096.42
First National Bank, Miami, Fla	11,625.67
First National Bank, Marianna, Fla	10,252.90
Citizens Bank, Kissimmee, Fla	7,188.40
Citizens Bank & Trust Co., Tampa, Fla	9,219.35
Volusia County Bank, DeLand, Fla	4,000.00
Leesburg State Bank, Leesburg, Fla	5,043.75
Florida Bank, Gainesville, Fla	4,000.00
Total	212,181.14
Voucher No.	Amount.
2733—John T. Costa, salary as Chief Clerk	Amount.
in Land Department, March, 1912\$	150.00
2734—Mary Herring, salary as Stenographer, March, 1912	75.00
2735—W. H. Ellis, salary as Counsel,	
March, 1912	208.34
2736—I. N. Withers, One-half salary for	
January, 1912, as State Land In-	
specting and Selecting Agent	

2737-	Furst-Clark Construction Company, amount paid account Estimate No.	
	21 for work done during March, 1912, in the Everglades	30,000.00
2738-	-Furst-Clark Construction Company, amount paid account Estimate No. 21, for work done during March,	
	1912, in the Everglades	27,724.72

Total .....\$ 58,208.06

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING,

Governor.

Secretary.

Tallahassee, Fla., May 9, 1912.

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. W. A. McRae, Commissioner of Agriculture.

The Commissioner of Agriculture presented letter from Mr. Geo. W. Gibbs, Secretary Florida Coast Line Canal and Transportation Company, requesting the Trustees to deed said Canal Company eight acres of land, in lieu of the South Half of Southwest Quarter of Section Twenty-five, Township Twenty-eight South, Range Thirty-seven East, which belonged to the United States Government at the time the State issued a deed to the said company, and,

upon consideration, the Trustees refused to grant the request, as it was their intention to convey only such lands as belonged to the State within the prescribed limits.

The Commissioner of Agriculture also presented a letter from Messrs. Wilson and Swearingen requesting the Trustees to record the relinquishment for certain lands to the State Board of Education, which were embraced in the Certificate to the Silver Springs, Ocala and Gulf Railroad Company. After due consideration, the Governor stated that he, as Chairman of the Board, would write to Hon. W. H. Ellis, Counsel for the Trustees, for advice in regard to the matter.

The Trustees agreed to sell Mr. F. E. Platt, of Arcadia, the Northwest Quarter of Southeast Quarter, Section Twenty-eight, Township Thirty-five South, Range Twenty-nine East, at \$5.00 per acre, provided he would take the Southwest Quarter of Southeast Quarter of the same Section at \$2.00 per acre.

Bids were presented for the purchase of the followlng described Swamp and Overflowed lands of the State of Florida, in Manatee County, advertised for sale by the Trustees:

Lot. 1, Sec. 10, Tp. 35 S., R. 16 E.....12.20 acres Lot 6, Sec. 34, Tp. 34 S., R. 16 E.....14.32 acres Lot 1, Sec. 35, Tp. 34 S., R. 16 E.....37.72 acres Lot 2, Sec. 35, Tp. 34 S., R. 16 E.....61.56 acres

The following bids were submitted:

J. L. Kilgore, Bradentown, Fla., \$25,00 for Lot 1, Sec. 10, Tp. 35 S., R. 16 E; \$15.00 for Lot 6, Sec. 34, Tp. 34 S., R. 16 E.; \$20.00 for Lot 1, Sec. 35, Tp. 34 S., R. 16 E., and \$45.00 for Lot 2, Sec. 35, Tp. 34 S., R. 16 E.

Wyman and Green, Bradentown, Fla., \$50.00 for Lot 1, Sec. 10, Tp. 35 S., R. 16 E., and \$50.00 for all the rest of the lands described in the advertisement.

S. E. Cobb, Anna Maria, Fla., \$10.00 per acre for Lot 1, Sec. 10, Tp. 35 S., R. 16 E.

None of the bids were acceptable to the Trustees and the parties making them were advised accordingly.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. C. LUNING, Secretary. Governor.

(As Per Minute made by Stenographer).

Tallahassee, Fla., May 15, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

J. C. Luning tendered his resignation as Secretary of the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners of the State of Florida, which was accepted.

It being necessary for the stenographer and typewriter employed by the Trustees to assist the Clerk of the Land Department, in the office of the Commisioner of Agriculture, an employe of the Trustees, the salary of the stenographer was placed at \$1,200.00 per annum, and the salary of the Secretary of the Trustees was reduced from \$2,000.00 per annum to \$1,800.00 per annum, it being agreed that the stenographer and typewriter employed by the Trustees should devote from 11 o'clock until 12:30 each day to assisting the Clerk in the Land Department.

Mr. J. Stuart Lewis was unanimously elected Secretary, to serve as Secretary of the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners at a salary of \$150.00 per month.

Estimate No. 22 of the work done by the Furst-Clark Construction Company in the Everglades for the month of April, 1912, was presented, showing that during April, 1912, 610,440 cubic yards of earth and 48,202 cubic yards of rock was excavated. At the contract price of 8 cents per cubic yard for earth and 20 cents per cubic yard for rock the amount shown to be due the Furst-Clark Construction Company for work in the Everglades for April, 1912, is \$58,475.60.

The estimate was approved and the Secretary instructed to draw checks for the sum of \$58,475.60, payable to Furst-Clark Construction Company and forward same to them in payment of said work.

The Trustees then adjourned.

Attest:
J. C. LUNING,
Secretary.

ALBERT W. GILCHRIST, Governor.

Tallahassee, Fla., May 17, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Albert W. Gilchrist, Governor. W. V. Knott, Comptroller. J. C. Luning, Treasurer.

Mr. J. H. Davis, of 6032 Horton Place, St. Louis, Mo., having made application for permission to cut lateral canal from Northwest portions of Section Thirty-six (36), Township Forty-four (44) South, Range Thirty-six (36) East, emptying into State Canal. Such permission was granted subject to proper restrictions and conditions of Chief Drainage Engineer.

Upon recommendation of F. C. Elliot, Engineer in charge, the bill of Dr. S. A. Windsor for medical service to Mr. Lonnie Howard, who was injured while discharging his duties as an employe of the Trustees, was ordered paid.

A protest was received from the Miami Board of Trade against the granting of any land to the Florida Coast Line Canal and Transportation Company, and the Secretary was instructed to inform the Board of Trade of Miami that no such lands will be granted to said Canal Company until they have complied with their contract, as per specifications.

The Trustees then adjourned.

The Transcent than any

test: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Florida, May 18, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Albert W. Gilchrist, Governor, W. V. Knott, Comptroller, J. C. Luning, Treasurer.

The Board authorized the issuing of deed to E. C. Chambers, of Kansas City, Missouri, to Southeast Quarter of Section Six, Township Fifty-one South, Range Forty East, containing one hundred and sixty acres at Fifteen Dollars per acre.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

395.25
54.80
162.15
30.00

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., May 20, 1912.

The Trustees of the nternal Improvement Fund met in the office of the Executive on this date:

Albert W. Gilchrist, Governor.

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

A resolution was adopted offering the following lands for sale:

Sections 3, 7, 11, 15, 19, 23, 27, 31 and 35 of Township 45 South, Range 37 East.

Sections 3, 7, 11, 15, 19, 23, 27, 31, and 35 of Township 45 South, Range 38 East.

Sections 7, 19 and 31 of Township 45 South, Range 39 East.

Sections 3, 7, 11, 15, 19, 23, 27, 31 and 35 of Township 46 South, Range 37 East.

Sections 3, 7, 11, 15, 19, 23, 27, 31 and 35 of Township 46 South, Range 38 East.

Sections 7, 19 and 31 of Township 46 South, Range 39 East.

Sections 4, 8, 20, 28 and 32 of Township 47 South, Range 39 East.

Sections 4, 8, 20 and 32 of Township 48 South, Range 39 East.

Sections 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36 of Township 49 South, Range 37 East.

Sections 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36 of Township 49 South, Range 38 East.

Sections 18, 20 and 30 of Township 49 South, Range 39 East.

Sections 2 and 4 of Township 50 South, Range 37 East. Secretary was instructed to write Messrs. J. E. Ingraham, Vice President Model Land Company; Richard J. Bolles, Colorado Springs, Colorado; Southern States Land and Timber Compan, New Orleans, La., and R. P. Davie, Colorado Springs, Colorado, that they are now prepared to commence work on Snapper, Cypress and Snake

Creek Canals, upon the immediate payment of 20% of the amount promised by the above companies, and the payment of 20% in 3, 6, 9 and 12 months, and that in remitting first payment they will please state that other payments will be met promptly, so work can commence without delay.

The Secretary was instructed to write the Pompano Board of Trade that the Trustees would, upon the securing of the right-of-way and the guarantee of a corssing of the Florida East Coast Railway, without cost to the said Trustees, adopt the Northern Route and grant Palm Beach County the right to construct a highawy on North side of canal and Cypress Creek Canal, the use of all stone excavated on North bank of said canal upon payment of \$5,000.00.

The following resolution was adopted:

Whereas, The E.½ of N. E.¼, Sec. 4, Tp. 9 S., R. 24 E., was marked on the Tp. plat in the office of Commissioner of Agriculture, over 30 years ago, as having been patented to private parties, and it has just been discovered that it was not patented to private parties by the U. S. Government, but was patented to the State, and the title to same is now in the State; and

Whereas, It was the intention of the Trustees to convey all the lands the State owned in Tp. 9 S., R. 24 E., to the Etoniah Canal and Drainage Company, on the 9th day of July, 1902, in Deed No. 15,767; and

Whereas, Henry Hutchinson, Clerk Circuit Court of Putnam County, has certified that he finds the title to said E.½ of N. W.¼, Sec. 4, Tp. 9 S., R. 24 E., is vested to Frank S. Purrington, based on warranty deed from the Etoniah Canal and Drainage Company to him, bearing date of April 16, 1900;

It Is Ordered That the Commissioner of Agriculture make a deed to said Frank S. Purrington.

Upon the recommendation of J. O. Wright, Chief Drainage Engineer, it was unanimously voted to make the salary of J. E. Downing, Assistant to Chief Drainage Engineer, \$50.00 per month, beginning the 1st day of May, 1912.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, May 25, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor, Park Trammell, Attorney General, W. V. Knott, Comptroller, J. C. Luning, Treasurer.

Dr. E. C. Champers, representing the Chambers Land Company, appeared before the Trustees and stated that owing to the fact that the Hillsborough Canal has carried the water down from Lake Okeechobee, and owing to the delay in the construction of the Canal, due to the rock, that the water from Lake Okeechobee was now overflowing the northern portion of the lands agreed to be purchased by the said Chambers Land Company, on November 17, 1910, and as it will probably be fully a year before such land could possibly be shown to prospective settlers, he asked that the original contract between the Trustees and the said Chambers Land Company be modified in a

manner mutually satisfactory to the parties to the same, and upon consideration of the above stated facts, and upon Dr. Chambers, representing the Chambers Land Company, agreeing to construct a certain canal; and upon the further statement that owing to the impossibility of the Chambers Land Company meeting its notes, due to the depression in the sale of Everglade lands, the following modified contract was entered into between the Trustees and the Chambers Land Company on the 25th day of May, A. D. 1912:

THIS MODIFIED AGREEMENT, Made and entered into between Albert W. Gilchrist, Governor; Park Trammell, Attorney General; W. V. Knott, Comptroller; J. C. Luning, State Treasurer; and W. A. McRae, Commissioner of Agriculture, constituting the Trustees of the Internal Improvement Fund of the State of Florida, here inafter referred to as the Trustees, and E. C. Chambers, of Kansas City, Missouri, hereinafter referred to as the purchaser; the purpose of this modified agreement being to release from the terms of a certain contract made between the parties hereto November 17, 1910, and hereinafter referred to as the original contract, a certain portion of the tracts of land sold under the terms of the said original contract and to substitute other lands in lieu of the portion excluded therefrom, WITNESSETH:

It is mutually understood and agreed that there shall be excluded and released from the terms of this modified contract all of the described portions of said tract purchased and sold under the terms of said original contract, as follows, to-wit: Sections 26, 28, 30, 32, 34 and 36 in Township 47, Range 40; also Sections 26, 28, 30, 32, 34 and 36 in Township 47, Range 41; also Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, 32, 34 and 36, in Township 48, Range 40; also Sections 2, 4, 6, 8, 10, 14, 18, 20, 22, 28, 30, 32 and 34 in Township 48, Range 41, and for that portion of said tract excluded and released as aforesaid that there shall be substituted and exchanged

therefor the following described land lying and described as follows, to-wit: Sections 26, 34 and 36, Township 49, Range 40; also that part of Section 2, in Township 50, Range 40, North of the right-of-way of the North New River Canal; also that portion of Section 28 South of the right-of-way of the South New River Canal; also Sections 32 and 34, in Township 50, Range 40; also Section 30 and all of Section 32 lying North of the right-of-way of the Miami Canal, all in Township 52, Range 40.

It is mutually agreed and understood that the purchase price of fifteen dollars (\$15.00) per acre, as provided to be paid in said original contract, shall remain and be the purchase price per acre to be paid for all land remaining and included in this modified contract, which is understood to be described as follows: Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 34 and 36, in Township 49, Range 40; also Sections 6, 18, and 20 in Township 49, Range 41; also all of Section 2, lying North of the right-of-way of the North New River Canal, and also Sections 32 and 34 and all of Section 28 lying South of the right-of-way of the South New River Canal, in Township 50, Range 40; also Sections 4, 6, 8, 18, 20, 28, 30 and 32 in Townshop 51, Range 40; also Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 30, and all of that part of Section 32 lying North of the right-of-way of the Miami Canal, and Sections 34 and 36 in Township 52, Range 40.

It is mutually agreed and understood that the sum of seventy thousand dollars \$70,000.00) heretofore paid under the terms of said original contract shall be applied subject to the terms and conditions hereof upon the payments herein provided for the purchase of that portion of said tract not excluded from this modified contract as added to by way of substitution; and that the residue of the said purchase still due shall be paid as follows, towit: Five thousand dollars \$5,000.00) on or before July 1st, 1912; and five thousand dollars (\$5,000.00) on the first day of each month thereafter up to and including

February 1st, 1913; and ten thousand dollars (\$10,000.00) on or before the first day of each month after February 1st, 1913, for four consecutive months; twenty thousand dollars (\$20,000.00) on the first of July, 1913;; and ten thousand dollars (\$10,000.00) on the first day of August, 1913, and on the first day of each month thereafter until the whole of the purchase price shall have been paid.

In lieu of the provisions in the said original contract for forfeiture for breach of the terms thereof, it is agreed and understood that in the evnt of a failure of the said E. C. Chambers or his executor or administrators to pay in full the installments hereinbefore agreed to be paid at the time provided therefor, this agreement shall become void at the option of the said Trustees, and in the event the said Trustees elect to declare this agreement void, after serving notice on the said E. C. Chambers fifteen days before said declaration is made, or the said E. C. Chambers shall neglect to make the payments of the said installments and so advises the said Trustees, this agreement shall then and there terminate, and the said Trustees may elect to retain from the payments made to them the sum of fifty thousand dollars (\$50,000.00) as liquidated damages, and it is agreed and understood that said sum of fifty thousand dollars (\$50,000,00) shall be considered as agreed, settled and liquidated damages; and in the event the said E. C. Chambers shall not be able to and does not make the payments as aforesaid, and so advises the said Trustees, or the said Trustees declare said forfeiture, then the said E. C. Chambers shall have the right to demand from the Trustees, and the said Trustees shall convey to the said E. C. Chambers one acre of land out of the aforesaid tract as retained in this modified contract for each fifteen dollars (\$15.00) paid for the purchase price thereof; excepting, however, that the said Trustees shall have the right to deduct from the amount of said purchase price paid the aforesaid liquidated damages agreed upon; and in addition thereto the said E.

C. Chambers shall have the right to protect the interest of the sub-purchasers from him of any portion of said lands sold to the said sub-purchasers by him under the following conditions and in the following manner, to-wit: If any sub-purchasers shall still owe an amount equal to fifteen dollars (\$15.00) per acre upon each acre purchased by them, and the said E. C. Chambers advises the said Trustees within 60 days of the names of the said sub-purchasers, their addresses, the numbers of their contracts and description of tract purchased by them and the amount due to him, the said E. C. Chambers shall have the right to continue to collect the amounts due from the said sub-purchasers and upon the payment of said sums to the said Trustees monthly, within not exceeding 60 days from the dates said payments are made by the said sub-purchasers until the amount of fifteen dollars (\$15.00) per acre is paid, then the said E. C. Chambers shall be entitled to a deed for such lands as is paid for as aforesaid.

It is mutually agreed and understood that the said E. C. Chambers shall be entitled to, upon demand of the said Trustees, a deed to any portion of said tract retained in this contract to the amount of one acre for each fifteen dollars (\$15.00) paid towards the purchase price thereof, except, however, the said E. C. Chambers shall have no right to demand a deed for the first fifty thousand dollars (\$50,000.00) paid hereunder unless all the terms of this contract are carried out by him; provided, however, that no less than quarter section tracts shall be demanded to be conveyed by the Trustees to the said E. C. Chambers.

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 1912, 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.

It is also mutually agreed and understood that all installments hereinbefore provided to be paid, which are not paid at the time provided herein, shall draw interest at the rate of six per cent, per annum from the maturity thereof until paid; and it is also mutually agreed and understood that all of the terms and conditions of the said original contract shall be made a part of this modified contract, where the same are not herein modified or contained.

It is also agreed that the said E. C. Chambers shall construct during the life of this contract a feasible lateral canal beginning at a point in Range 40 at or near the South New River Canal, to extend in a southerly direction to the Miami Canal, the said canal to be constructed under the authority of the said Trustees.

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, at Tallahassee, Florida, this the 25th day of May, A. D. 1912.

Witnesess as to the signatures of the Trustees:

(Signed) GEO. L. DAVIS. (Signed) G. T. WHITFIELD.

(Signed) ALBERT W. GILCHRIST, (SEAL)
Governor.
(Signed) PARK TRAMMELL, (SEAL)
Attorney General.

(Signed) W. V. KNOTT,

(SEAL)

(Signed) J. C. LUNING, (SEAI

(SEAL) State Treasurer.

(Signed) W. A. McRAE, (SEAL) Commissioner of Agriculture.

# TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

(Signed) E. C. CHAMBERS. (SEAL)

Witnesses as to the signature of E. C. Chambers,

(Signed) GEO. L. DAVIS. (Signed) G. T. WHITFIELD.

Hon, T. J. Campbell appeared before the Trustees, representing the intended purchasers of the ten thousand acres of land in Palm Beach County that the Trustees agreed to sell with a view to applying the proceeds towards the construction of what is known as the Palm Beach Canal, which lands the said intended purchasers agreed to buy at fifteen dollars (\$15.00) per acre, and represented that owing to certain suits now pending against said lands, and lis pendens having been filed which are considered by the intended purchasers such an incumbrance as to make it impossible for them to handle said lands to advantage and presented a proposition to the Trustees, upon the part of the said intended purchasers, to accept certain other lands in lieu of the lands that the Trustees originally agreed to sell, whereupon the Board, after giving due consideration to the matter, resolved to advertise for sale, as required by law, the following described lands, to-wit::

In Township Forty-four (44), Range Thirty-seven (37), Section Eleven (11), the East Half of Southwest Quarter (E. ½ of S.W. ¼) and East Half (E. ½) of Section Fifteen (15), Sections Twenty-three (23), Twenty-seven (27) and Thirty-five (35);

In Township Forty-four (44), Range Thirty-eight (38), Sections Seven (7), Nineteen (19), Twenty-seven (27), Thirty-one (31) and Thirty-five (35);

In Township Forty-five (45), Range Thirty-eight (38), Sections Three (3), Eleven (11), Fifteen (15), Twenty-three (23), Twenty-seven (27) and Thirty-five (35).

The same to be sold for the purpose hereinbefore named, in lieu of the lands originally set aside by the said Trustees for such purpose, no bid for less than fifteen dollars (\$15.00) per acre to be accepted.

Col. Cromwell Gibbons, of Jacksonville, Florida, appeared before the Trustees and stated that he intended making a trip to Europe before long, and believing that possibly he might come in touch with capitalists desiring to purchase lands in the Everglades Drainage Area, requested a letter from the Trustees stating that they would consider any proposition to purchase he might be authorized to make within the next four months, and after due consideration the Trustees gave Col. Gibbons the following letter:

"Tallahassee, Florida, May 25, 1912.

### TO WHOM IT MAY CONCERN:

Col. Cromwell Gibbons, of Jacksonville, Florida, having this day appeared before the Trustees of the Internal Improvement Fund of the State of Florida, and stated that he contemplated making a trip to Europe at an early date, and that while upon said trip he might be placed in touch with capitalists who are desirous of purchasing lands in the Everglades Drainage Area, and desired to know if the Trustees would consider a proposition of purchase.

The Trustees of the Internal Improvement Fund, con-

sisting of the Governor, Attorney General, Comptroller, State Treasurer and Commissioner of Agriculture, hold for the State over a million acres of land in the Everglades Drainage Area. On July 1st, 1910, the Trustees entered into a contract for the excavation of twenty million cubic yards representing about one hundred and eighty-six miles, lineal length, of canals, practically eight feet deep and sixty feet wide, the same to be completed by July 1st, 1913. The excavation of other canals is now being contemplated by the Trustees.

The Trustees are willing to take under advisement and consideration a proposition to purchase a part of the State's holdings in the Everglades, and should Col. Gibbons fined a person, or persons, who desire to make such proposition, the Trustees will give due consideration, as authorized by law, to any such proposition for purchase as may be made through or by him within the next four months.

It is undertsood that any negotiations that may be made by Col. Gibbons will be made at his own expense, without any contractural or other obligations on the part of the Trustees.

Yours very truly,

(Signed) J. STUART-LEWIS, Secretary, Trustees I. I. Fund of the State of Florida."

The following resolution, with further reference to the fund deposited with the First National Bank of St. Augustine, was adopted:

Whereas, Certain resolutions were heretofore adopted by the Board of Trustees of the Internal Improvement Fund to the State of Florida, to-wit; on the 30th day of June, 1911, and on the 15th day of August, 1911, and which were accepted and agreed to by the Board of Directors of the Florida Coast Line Canal and Transportation Company and which resolutions were concerning the discounting of the notes secured by mortgages and

deposited by the Florida Coast Line Canal and Transportation Company with the Barnett National Bank of Jacksonville, together with cash derived from the sale of the lands referred to in said resolutions, in order to create a fund to be used for canal construction purposes as in said resolutions specified, and it being provided and authorized in and by said resolutions, in order to facilitate the discounting of said notes in order to provide funds for expenses of work on said canal, that the Barnett National Bank of Jacksonville should be authorized and requested to turn over to the First National Bank of St. Augustine notes and mortgages contained in said fund and to turn over the entire fund under the provisions and conditions in said resolutions specified, and some questions having arisen as to the proper construction of the language of said resolutions and it being represented to the Board that it is necessary, in order to facilitate the discounting of said notes and the obtaining of moneys for further work on said canal and for the more convenient handling of said fund and application of the moneys and assets thereof to work on the canal, that the entire fund should be transferred to said First National Bank of St. Augustine and that the Barnett National Bank of Jacksonville is entirely willing so to transfer said fund, but wishes its authority so to do made clearer; Now therefore, it is

Resolved, That the Barnett National Bank of Jacksonville is hereby authorized and requested to change, transfer, and deliver to the First National Bank of St. Augustine all of said fund, including any and all cash, notes, mortgages and assets thereof, the same to be received, held, paid out and disposed of by the First National Bank of St. Augustine upon the order of the Canal Company and upon the approval of the engineer, agent or employee, representing, or who may hereafter represent, the Trustees of the Internal Improvement Fund, in accordance with the agreement of October 29th. 1910, entered into between said Trustees and said Canal Company.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Ba

Tallahassee, Fla., June 1, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

### Present:

Albert W. Gilchrist, Governor.
J. C. Luning, Treasurer.
W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

C. B. Gwynn, salary as Chief Clerk, Land De-	
partment, May, 1912\$	150.00
W. H. Ellis, salary as Counsel, May, 1912	208.34
J. Stuart Lewis, salary as Secretary, from May	
16-31, 16 days, at \$1,800.00 per annum, May,	
1912	77.42
Mary Herring, salary as Stenog-	
rapher to Secretary, May, 1912. \$75.00	
salary as Stenographer to Chief	
Clerk, Land Department, May 16-	
31, 16 days, at \$25.00 per month,	
May, 1912	
	87.90

J. C. Luning, State Treasurer, reimbur	rsement
of amount paid by State Treasurer a	account
Trustees I. I. Fund for W. L. Larl	kin, to-
wards expenses of trip of Press Repr	resenta-
tives to the Everglades, said amoun	at paid
by State Treasurer, April 10, 1912, at	request
of Governor, per resolutions of Ap	oril 10,
1912	

1,000.00

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

J. O. Wright, salary as Chief Drainage En-	
gineer, May, 1912\$	416.67
G. C. Pierce, salary as Assistant Engineer,	
May, 1912	150.00
J. E. Downing, salary as Clerk, May, 1912	50.00
John W. Newman, Engineer in charge of party,	
May, 1912	125.00
G. V. Scott, Instrumentman, May, 1912	9.0.00
Ben Waldron, Lineman, at \$2.50 per day, 27	
days, May, 1912	67.50
Tom Russ, Launch Engineer, at \$2.50 per day,	
27 days, May, 1912	67.50
Jim Mabry, Chain and Axeman, at \$2.00 per	
day, 27 days, May, 1912	54.00
Phil Cason, Chain and Axeman, at \$2.00 per	
day, 27 days, May, 1912	54.00
Earl Williams, Chain and Axeman, at \$2.00	
per day, 27 days, May, 1912	54.00
W. S. Dowell, Cook, at \$1.50 per day, 31 days,	
May, 1912	46.50
F. C. Elliot, Engineer, May, 1912	175.00
J. C. Dyess, Head Chainman, at \$65.00 per	
month, 22 days, May, 1912	55.00

H. S. Dyess, Rear Chainman, at \$60.00 per	
month, 22 days, May, 1912	50.76
S. Williams, Rodman, at \$60.00 per month, 22	
days, May, 1912	50.76
L. W. Howard, Rodman, at \$60.00 per month,	
May, 1912	60.00
T. J. Williams, Axeman, May, 1912	60.00
F. B. Hart, use of boat and services of self,	
at \$100.00 per month, 24 days, May, 1912	92.30
L. D. Franklin, Transitman, May, 1912	125.00
M. T. Ensey, Front Chainman, at \$70.00 per	
month, 20 days, May, 1912	53.84
C. M. Larrick, Axeman, at \$50.00 per month,	
13 days, May, 1912	25.00
L. F. Ranson, Axeman, at \$50.00 per month,	
May, 1912	50.00
W. Z. Henderson, Boatman, May, 1912	50.00
H. C. Phillips, Rear Chainman, May, 1912	50.00
G. Killebrew, Axeman, at \$50.00 per month, 13	
days, May, 1912	25.00
O. E. Gibson, Axeman, May, 1912	50.00
J. E. Williams, Cook, May, 1912	40.00
H. A. Tinny, Axeman, at \$50.00 per month, 8	
days, May, 1912	15.38
Thos. E. Frederick, Assistant Engineer, May,	
1912	125.00
J. H. Zill, Chainman, at \$65.00 per month, 17	10 -0
days, May, 1912	42.50
T. E. Newell, Engineer-Machinist, at \$60.00	20.77
per month, 9 days, May, 1912	20.11
T. E. Newell, Chainman, at \$50.00 per month, 17 days, May, 1912	32.69
D. M. Henderson, Pilot, May, 1912	55.00
T. J. Langford, Boatman, at \$50.00 per month,	
15 days, May, 1912	28.85

Charley Langford, Cook, at \$40.00 per month, 9	
days, May, 1912	13.84
J. E. Ashley, Boatman, at \$50.00 per month, 17	
days, May, 1912	32.69
R. D. Henderson, Boatman, at \$50.00 per	
month, 16 days, May, 1912	30.77
E. W. Simons, Axeman, at \$50.00 per month, 12	
days, May, 1912	23.08
R. H. Ashley, Cook, at \$40.00 per month, 17	
days, May, 1912	26.15
Ed. Lee, Cook, at \$40.00 per month, 3 days,	
May, 1912	4.61
M. L. Heiss, Lock Inspector, May, 1912	90.00
J. H. Jakobie, Inspector, May, 1912	60.00
R. F. Ensey, Engineer, May, 1912	175.00
M. L. Heiss, Lock Inspector, expenses Miami	
Canal, Lock No. 1, April, 1912	38.50
M. L. Heiss, Lock Inspector, expenses North	
New River anal, Lock No. 1, April, 1912	36.25
W. S. Holloway, pipe for surveying stakes,	
Survey East Side, Party No. 3, bill of April	
13, 1912	37.00
Girtman Bros., Groceries, bill of April 1, 1912	35.80
L. D. Franklin, expense of moving party No.	
6, Survey East Side, April 30, 1912	47.00
E. S. Frederick, transportation of party No. 3,	
Survey East Side, bill of March 30, 1912	6.50
The S. B. Hubbard Company,	0.00
freigh on cor. markers from Tal-	
lahassee, bill of April 13, 1912. \$ 1.01  Machine bolts, bill of April 24,	
1912 57.06	
31.00	58.07
Stanna & Carlar analis for	38.07
Stearns & Conlon, supplies fur-	
nished Engineer Ensey, bill for	97.00
March, 1912	27.80

Labelle Mercantile & Hardware Co.,	
groceries furnished Engineer El-	
liot, 2 bills of May 1, 1912, one	
for \$17.75	
and one for	
bill of April 30, 1912, for sup-	
plies furnished Engineer J. W.	
Newman 4.38	
Supplies furnished Engineer J.	
W. Newman, 2 bills with- out date\$17.95	
51.80	
05.10	106.55
Alex McDougall, Asst. P. M., Postage account	100.00
office Chief Drainage Engineer, bill for May,	
1912	5.15
Furst-Clark Construction Company, meals	0.10
furnished State men on dredges, April, 1912	63.75
Engineering Record, Ad. for Locks and Dams,	
bill of May 11, 1912	19.20
Manufacturers' Record Publishing Company,	
ad. for locks and dams at Lake Okeechobee,	
bill, May, 2, 1912	14.00
The Tampa Tribune Pub. Co., ad. for bids on	
locks, bill of May 4, 1912	4.50
The Florida Times-Union, ad. for bids on locks,	
bill of May 7, 1912	6.00
The Chicago Record-Herald, ad. sale of lands,	
bill of May 28, 1912	, 4.20
Miami Printing Company, ad. sale of lands,	THE REAL PROPERTY.
bill of June 1, 1912	7.13
Capital City Bank for T. J. Apple-	
yard ,printing for office of Chief	
Drainage Engineer, bill of May 1,	
1912 \$38.50	

Printing receipts for deeds, Land	
Salesman, bill of May 1, 1912 4.00	
1 book of 300 receipts for I. I.,	
bill of June 1, 1912 2.00	
1,000 letterheads I. I., bill of June	
1, 1912 4.00	
1,000 letterheads, Drainage Commissioners, bill of June 1, 1912 4.00	
imissioners, bill of June 1, 1312 4.00	52.50
m D I W to Nove all retire of sale	02.0
The Rocky Mountain News, ad. notice of sale	1.20
of lands, bill of May 25, 1912	1.20
The Globe Printing Company, ad. sale of lands,	0.10
bill of May 25, 1912	2.40
The True-Democrat, 1,000 land lists, bill of	
June 1, 1912	23.20
J. F. Hill, office supplies for Secretary, bill of	
June 1, 1912	8.35
H. & W. B. Drew Company, sup-	
plies for office Chief Drainage En-	
gineer, bill of May 14, 1912 \$ 3.40	
Supplies for Land Salesman, bill	
of May 14, 1912 9.00	12.12
	12,40
Gulf Refining Company, 3 drums,	
gasoline for Party No. 2, bill of	
May 1, 1912, as per Ticket No.	
4131 \$20.25	
2 drums Naphtha, bill of Feb. 6, 1912, as per Ticket No. 3922 11.88	
2 drums gasoline, bill of March	
29, 1912, as per Ticket No. 4053 13.50	
3 drums gasoline, bill of April 9,	
1912, as per Ticket No. 4075 20.25	
3 drums gasoline, bill of April 16,	
1912, as per Ticket No. 4091 20.25	

2 drums Gasoline, as per Ticket	
No. 4159	00.00
W. I. Dand lab making drawings for Chief	99.63
V. J. Randolph, making drawings for Chief Drainage Engineer, bill of June 1, 1912	29.03
J. W. Lathrop Company, supplies and repairs	201.03
to launch, bill of May, 1912	5.25
H. M. Forman, 12 meals furnished J. H. Jako-	
bie, Inspector, May 1-5, at 30c, bill of May 9,	
1912	3.60
Everglade Grocery Company, groceries fur-	
nished State Quarter Boat, bill of April 30,	
1912	22.20
J. B. Jeffries, groceries furnished Engineer R.	
C. Hicks, bill of May 1, 1912	8.15
Butler & Thomas, groceries furnished Engineer	
R. C. Hicks, bill of May 1, 1912	44.91
Dade Lumber Company, surveying stakes for	0 -0
party No. 1, bill of April 19, 1912	6.50
Frank T. Budge, supplies for launch, bill of	1.50
May 1, 1912	1.50
Stranahan & Co., galvanized pipe to take	
soundings and other supplies for State Quar-	3.04
ter Boat, bill of April 30, 1912	0.01
Chicago Steel Tape Company, box of Eureka Tape Splices, bill of May 13, 1912	.50
Southern Express Company, bill for May,	
1912	1.73
Middle Florida Ice Company, 3 bottles Dis-	
tilled Water for office Chief Drainage Engi-	
neer, bill of June 1, 1912	.75
Western Union Telegraph Company, bill for	
April, 1912 \$10.61	
bill against I. I., for May, 1912 5.19	
bill against Drainage Board,	
May, 1912 3.88	40.00
	19.68

R. C. Hicks, Assistant Engineer, May, 1912	125.00
J. P. Hunter, Instrumentman, May, 1912	75.00
L. A. Davis, Launchman, at \$75.00 per month,	
18 days, May, 1912	51.92
S. M. Hicks, Rodman, at \$2.00 per day, 27 days,	
May, 1912	54.00
F. P. Wood, Cook, at \$1.33\frac{1}{3} per day, 31 days,	
May, 1912	41.33
W. M. Lowe, Chainman, at \$2.00 per day, 27	
days, May, 1912	54.00
E. A. Croucher, Dredge Inspector, May, 1912.	75.00
Marshall Carr, Dredge Inspector, May, 1912	60.00
W. W. Kissick, Dredge Inspector, May, 1912	60.00
F. C. Elliot, expense account for May, 1912	47.03
John W. Newman, expense account for May,	
1912	11.43

The Secretary presented the financial statement and list of disbursements for the month of May, 1912, and the same were ordered placed of record:

Financial statement for month of M	lay, 1912
To balance on hand May 1, 1912\$2 To amount received from sale of . lands month of May, 1912	
To amount received from J. O. Wright, maps, etc.	24.00
To amount received for sale of wood and coal for months of March and April, 1912	117.47
To amount received on monies de- posited in banks for January, February and March, 1912	2,176.16

	County Bank, DeLand, Fla 4,000.00 State Bank, Leesburg, Fla 5,075.25
	\$160,700.55
Disbur	sements for May, 1912:
Date.	Voucher No. Amount.
May 7	2739—C. B. Gwynn, services as Chief Clerk, Land Department, April, 1912 \$ 150.00
May 7	2740—Mary Herring, services as Stenographer, April, 1912 75.00
May 7	2741—W. H. Ellis, services as Counsel, April, 1912
May 16	2742—Furst-Clark Construction Company, account Estimate No. 22, for work of excavation in the Everglades, April, 1912
May 16	2743—Furst-Clark Construction Company, account Estimate No. 22, for work of excavation in the Everglades, April, 1912
May 16	2744—Furst-Clark Construction Company, account Estimate No. 22, for work of excavation in the Everglades, April, 1912
May 16	2745—Furst-Clark Construction Company, account Estimate No. 22, for work of excavation in the Everglades, April, 1912

Date.	Voucher No.	Amount.
May 16	2746—Furst-Clark Construction Company, account Estimate No. 22, for work of excava- tion in the Everglades, April, 1912	
May 24	2747—N. Barco, services and ex- penses as Land Selection	
	Agent, April, 1912	
May 25	2748—P. B. Bird, Agent, S. A. L. Ry. Co., 1,000 mileage book	
	for N. Barco	20.00
May 27	2749—Washington Post, ad. lands for sale, bids opened June	
	21, 1912	3.12
May 29	2750—Kansas City Star, ad. lands for sale, bids opened June 21	
	1912	
May 31	2751—V. J. Randoplh, Specia Agent, salary and expenses	5
	securing right-of-way for ca	
	nals, March and April, 1912	200.08
		\$ 59.177.04

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Florida, June 3, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Albert W. Gilchrist, Governor, W. V. Knott, Comptroller, J. C. Luning, Treasurer.

The Secretary was instructed to write Mr. A. P. Anthony, President, of the Bank of Palm Beach, West Palm Beach, Florida, that it would be satisfactory to the said Trustees for the first payment of Twenty-five Thousand Dollars (\$25,000.00) made by the Roads and Improvement Society towards the financing of the Lake Worth Canal proposition to be deposited in the two local banks of West Palm Beach, in the sums of Twelve Thousand Five Hundred Dollars \$12,500.00) each; and that certificate of dposit be mailed the Trustees for said sum by each of said banks; and that Bonds as securities be furnished said Trustees as specified in Section 133, General Statutes,

The Secretary was also instructed to request information as to what guarantee will be furnished by the Roads and Improvement Society as to the payment of the remaining Fifty Thousand Dollars (\$50,000.00) due by said Society for the construction of the Lake Worth Canal.

The Trustees then adjournd.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, June 6, 1912.

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, Comptroller, J. C. Luning, Treasurer.

The matter of advertising for sale the 10,000 acres, more or less, of land in Palm Beach County substituted for the original 10,000 acres, more or less, donated by the Trustees for the purpose of constructing what is known as the Palm Beach Canal, was discussed, and the Secretary was instructed to advertise for five weeks in the True Democrat of Tallahassee, and a paper published in Palm Beach County, as the law directs, such substituted lands, as follows:

Section Eleven (11), the East Half of Southwest Quarter (E. ½ of SW. ¼) and East Half (E. ½) of Section Fifteen (15), Sections Twenty-three (23), Twenty-seven (27) and Thirty-five (35) of Township Forty-four (44) South, Range Thirty-seven (37) East.

Sections Seven (7), Nineteen (19), Twenty-seven (27), Thirty-one (31) and Thirty-five (35) in Township Forty-four (44) South, Range Thirty-eight (38) East.

Sections Three (3), Eleven (11), Fifteen (15), Twenty-three (23), Twenty-seven (27) and Thirty-five (35) in Township Forty-five (45) South, Range Thirty-eight (38) East.

Said land to be offered as a whole, or in one or more sections, for cash, or in payments of one-fifth cash and one-third of the remainder in eight, sixteen and twenty-four months from date of sale, without interest on deferred payments, unless the purchaser or purchasers should fail to pay the deferred payments at maturity, in case there are deferred payments, when eight per cent. interest shall be paid upon said deferred payments remaining unpaid

after maturity, the Trustees reserving the right to reject any or all bids that may be offered.

The Trustees then adjourned.

AAttest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, June 15, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Albert W. Gilchrist, Governor, J. C. Luning, Treasurer, W. A. McRae, Commissioner of Agriculture.

Estimate No. 2, of Geo. H. Crafts & Company, for work on Lock No. 1 Miami Canal, up to May 31st, 1912, in the sum of \$1,472.62, was presented and ordered paid.

Estimate No. 23 of the work done by the Furst-Clark Construction Company in the Everglades for the month of May, 1912, was presented, read and ordered referred to the Board of Drainage Commissioners.

The estimate showed that during said month 534,234 cubic yards of earth and 46,485 cubic yards of rock was excavated. At 8 cents per cubic yard for earth and 20 cents per cubic yard for rock the work amounted to \$52,035.72.

The following report on the progress of the work in the Everglades by the Chief Drainage Engineer was presented and ordered placed of record: "Tallahassee, Florida, June 15, 1912.

Trustees Internal Improvement Fund, and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen:—I have the honor to transmit to you herewith Estimate No. 23 showing the amount of excavation accomplished on the Everglades Drainage Canals by Furst-Clark Construction Company, during month of May, 1912, and the amount due the contractor for such excavation.

The estimate for May is somewhat smaller than for the last few months on account of one of the dredges being laid up the entire month, another being repaired a large part of the month, and for the further reason that many of the dredges were moved during the month and considerable time thus consumed.

The dredge "Hillsborough," at the lower end of the North New River Canal, is still taking out sediment and silt left in this canal by the dredge "Everglades." She covered about two miles of canal during May but her excavation was small.

The "Everglades" is removing rock from the North New River Canal and during the past month got a very good yardage considering she is taking out rock only.

The dredge "Angola" made a very poor showing during the month; although she moved about two and a half miles she only took from the canal 6,072 cubic yards of rock. She, of course, removed some earth but the amount of muck remaining in the canal prism was no less after she had passed over this part of the work than it was when the dredge "Caloosahatchee" covered these same stations some months ago. The contractor has a dam constructed a short distance below the portion of the canal, on which the "Angola" has been working, and considerable silt and sediment has settled above this dam, and it was this silt which the "Angola" removed during the month as earth excavation and therefore was not

able to show any increase in the amount of rock taken out of the canal over that previously allowed the dredge "Caloosahatchee." The "Angola" has been taken off of the canal excavation proper, and is now engaged in cutting the short lateral ditches, or spurs, for surface drainage, as called for in the specifications.

The "Hicpochee' and "Caloosahatchee" are both working together in the Upper South New River Canal. They are only digging the canal about five fet deep and while the distance covered by the dredges was nearly four miles, on account of the shallow canal, the yardage was not great for this length of canal.

Dredge "No. 8" has been taken off of the Hillsboro Canal and started in the Upper South New River Canal, following the "Hicpochee" and "Caloosahatchee" and taking out all the remaining earth excavation as nearly as possible.

Dredge "Loran" was taken off of advance work in the Hillsboro canal and dropped back to the upper end of this canal, and is now taking what earth she can from the canal prism.

The Dredge "Miami", which has been at the railroad bridge, on the Hillsboro Canal, was not in operation during the month of May. The contractor, being unable to get this dredge through the railroad bridge, at this time, has decided to take the dredge "Miami" into the lower end of North New River Canal to assist the "Everglades" in removing rock from this canal. The dredge "Okeechobee" at the lower end of this same canal, was laid up for repairs during a considerable portion of the month; she has now been discontinued entirely and the contractor is going to give her a thorough over-hauling and install new machinery in the dredge.

Assuming that the estimated yardage at the commencement of the contract is correct, Furst-Clark Company has completed 56.7 of the contract. There are still to be

removed something over 8,000,000 cubic yards and to accomplish this excavation within the specified time the contractor will have to remove, on the average, 632,000 yards monthly from now until July 1st, 1913.

I am attaching hereto a map showing the approximate location of each of the dredges June 1st, 1912; this map also shows, in red, the portions of each of the canals that have been excavated wholly or in part, and, in yellow, I have shown the canals yet to be excavated.

Respectfully submitted,

(Signed)

J. O. WRIGHT,

Chief Drainage Engineer."

In the trespass case of Mr. M. W. Covington, as submitted by McCall and Small, State Trespass Agents, the following compromise settlement was agreed to, and the Secretary was requested to furnish a copy of the agreement to McCall and Small.

The supplemental report of Messrs. I. J. McCall and A. B. Small, as State Trespass Agents, of date June 1st, 1912, concerning the proposed compromise settlement arranged by them with the Consolidated Naval Stores Company based upon and growing out of the trespass committed by Mr. M. W. Covington, upon certain State lands described in their report of December 23, 1911, said lands lying in Manatee County, Florida, came on for further consideration, and the said proposed settlement was approved and ratified with the following modifications.

The last or the remaining one-half of the payment herein referred to shall be paid not later than the first day of January, 1913, and the State Board of Education and the Trustees of the Internal Improvement Fund of the State of Florida shall not be liable for any expense of attorney's fees in the prosecution of the case against the said Covington by the Consolidated Naval Stores Company.

It is further understood that the State Board of Education and the Trustees of the Internal Improvement Fund decline to allow Messrs. McCall and Small, State Trespass Agents, any portion of the \$4,500.00 refrred to herein other than the 50% to which they are entitled under their general contracts with the said Board and Trustees.

It is thereupon ordered that the said settlement be carried out and that the first installment of the amount to be paid by the Consolidated Naval Stores Company be at once collected by said Trespass Agents and the portion due the State at once paid over to the State Treasurer; that such steps as may be necessary taken to reduce to judgment the two suits now pending against said Covington in Manatee County, and the balance of said payment to be paid over as aforesaid.

And it is ordered that when said judgments shall have been entered, that the same be transferred to the Consolidated N. S. Company, or that a power of attorney be executed in favor of said Company, authorizing it to represent the State Authorities in attempting a collection of the same, all in accordance with the plan of settlement laid down in said report of June 1st, 1912.

It will be understood that nothing in this order and compromise settlement with the Consolidated Naval Stores Company is intended to affect in any way the State's claim against M. W. Covington on account of the trespass committed by him personally on the lands described in said report of December 23, 1911, nor in any way intended to release him from any liability he may be under on account of said trespass.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS.

Governor,

Secretary.

Tallahassee, Fla., June 19, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

# Present:

Albert W. Gilchrist, Governor. J. C. Luning, Treasurer. Park Trammell, Attorney General.

Mr. J. O. Wright, Chief Drainage Engineer, appeared before the Trustees relative to the application of the Trustees to the War Department for permission to connect four canals with Lake Okeechobee, Florida, to lower the level of said lake, and to construct the necessary lock and dam, with controlling works at each of the several points of connection, and submitted the following instrument, granting such permission, subject to the conditions set forth therein:

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 purposes," it is provided that it shall not be lawful to build or commence the building of any wharf, pier, dolphin, boom, weir, breakwater, bulkhead, jetty, or other structures in any port, roadstead, haven, harbor, canal, navigable 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, larke, 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 Ctate of Florida, have applied to the Secretary of War for permission to connect four CANALS, designated as the SOUTH NEW RIVER CANAL, the NORTH NEW RIVER CANAL, the HILLSBORO CANAL and the WEST PALM BEACH CANAL, with LAKE OKEECHOBEE, FLORIDA, as shown on the attached blueprints, in connection with the operations by the said Trustees for the drainage of the EVERGLADES, which contemplates the lowering of the lake to the plane of 16 feet above sea-level and involves the construction of a lock and dam, with controlling works, at each of the several points of connection; 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 connect the aforesaid four CANALS with LAKE OKEECHOBEE, FLORIDA; to lower the level of said lake; and to construct the necessary lock and dam, with controlling works, at each of the several points of connection, as shown on said blueprints, and subject to the following conditions:

- 1. That locks and dams as shown on attached blueprints shall be constructed at the head of each canal and as near the lake as practicable.
- 2. That the crest of the dam nearest the lake, and the upper lock gates of the lock nearest the lake shall be at an elevation of not less than 21 feet, which is one foot below the natural rim of the lake.
- 3. That the gates and valves shall at all times be kept in such a condition that there will be no undue leakage through them, and that they may be readily operated.

- 4. That the United States reserves the right to require the closing of the gates and valves at any stage of the lake as may be necessary in order to insure the lowest level of the lake not falling below elevation 16.
- 5. That a channel not less than 40 feet wide shall be dredged by the said Trustees of the Internal Improvement Fund of the State of Florida, in the Caloosahatchee River from the Lake to Labelle, the bottom of the channel at the lake to be at an elevation 11 and to gradually slope until at Labelle the bottom elevation will be 1, or such other work be performed as may be recommended by the Chief of Engineers and approved by the Secretary of War in order to coordinate the improvements of this river in the interests of navigation with the State's scheme of drainage operations.
- 6. That a lock and movable dam be constructed by the said Trustees, at a site to be selected near the mouth of the Kissimmee River, of such height as to maintain the present water level in the lower Kissimmee, and that a channel be dredged in said river from the lake to the said lock and dam, such as to compensate for the lower of the lake surface—or that such other work be performed as may be recommended by the Chief of Engineers and approved by the Secretary of War in order to co-ordinate the improvement of this river in the interests of navigation with the State's scheme of drainage operations.
- 7. That all work be done under the superivsion of the United States Engineer office stationed at Jacksonville, Florida.
- 8. That the operations of the controlling works shall be at all times subject to the control of the United States Engineer Officer stationed at Jacksonville, Florida, and that all controlling works shall be promptly closed upon notice to that effect from him.
- That the surface of Lake Okeechobee shall at no time be lowered below a point where the navigation of the inlet or outlet is interfered with.

10. That it is understood that this instrument is revocable at will by the Secretary of War; that it simply gives consent to the construction and maintenance of the structures by the grantee; that it does not authorize any injury to private property or invasion of private rights and that it does not authorize any infringement of State laws or regulations or obviate the necessity for full compliance with such laws.

Witness my hand this 29th day of May, 1912.

(Signed) ROBERT SHAW OLIVER,
Assistant Secretary of War."

Upon consideration of the above order of the Secretary of War, the Trustees instructed Mr. J. O. Wright, Chief Drainage Engineer, to prepare a report to be submitted to the Trustees for transmission to Hons. D. U. Fletcher and N. P. Bryan, U. S. Senators from Florida, showing the position taken by the Trustees in reference to this matter and what they consider right and proper in connection therewith for presentation to the proper authorities.

The matter of granting right-of-way to the Atlantic, Okeechobee and Gulf Railway Company along certain canals was taken up, and the Secretary instructed to write Hon. W. H. Ellis, Counsel for the Trustees, as to the right of said Trustees to grant a railroad company a right-of-way along the Drainage Canals in the Everglades upon lands owned by others abutting upon the right-of-way reserved by said Trustees for canal construction purposes.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Florida, June 21, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

# Present:

Albert W. Gilchrist, Governor, J. C. Luning, Treasurer, Park Trammell, Attorney General.

The meeting was held for the purpose of considering bids upon lands advertised to be offered for sale on this date, located in Palm Beach and Dade Counties, said lands having been advertised as the law directs in a newspaper published at the State Capital and in each of the counties in which the lands are situated: said lands being described as follows:

Sections Three (3), Seven (7), Eleven (11), Fifteen (15), Nineteen (19), Twenty-three (23), Twenty-seven (27), Thirty-one (31) and Thirty-five (35), of Township Forty-five (45) South, Range Thirty-seven (37) East.

Sections Three (3), Seven (7), Eleven (11), Fifteen (15), Nineteen (19), Twenty-three (23), Twenty-seven (27), Thirty-one (31) and Thirty-five (35), of Township Forty-five (45) South, Range Thirty-eight (38) East.

Sections Three (3), Seven (7), Eleven (11), Fifteen (15), Nineteen (19), Twenty-three (23), Twenty-seven (27), Thirty-one (31) and Thirty-five (35), Township Forty-five (45) South, Range Thirty-nine (39) East.

Sections Three (3), Seven (7), Eleven (11), Fifteen (15), Nineteen (19), Twenty-three (23), Twenty-seven (27), Thirty-one (31) and Thirty-five (35), Township Forty-six (46) South, Range Thirty-seven (37) East.

Sections Three (3), Seven (7), Eleven (11), Fifteen (15), Nineteen (19), Twenty-three (23), Tweney-seven (27), Thirty-one (31) and Thirty-five (35), Township Forty-six (46) South, Range Thirty-eight (38) East.

Sections Seven (7), Nineteen (19) and Thirty-one (31), Township Forty-six (46) South, Range Thirty-nine (39) East.

Sections Four (4), Eight (8), Twenty (20), Twenty-eight (28) and Thirty-two (32), Township Forty-seven (47) South, Range Thirty-nine (39) East.

Sections Four (4), Eight (8), Twenty (20) and Thirty-two (32), Township Forty-eight (48) South, Range Thirty-nine (39) East.

Sections Fourteen (14), 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), Township Fofty-nine (49) South, Range Thirty-seven (37) East.

Sections Fourteen (14), 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), Township Forty-nine (49) South, Range Thirty-eight (38) East.

Sections Eighteen (18), Twenty (20) and Thirty (30), Township Forty-nine (49) South, Range Thirty-nine (39) East,

Sections Two (2) and Four (4), Township Fifty (50) South, Range Thirty-seven (37) East.

None of the bids offered being satisfactory they were rejected and the Secretary instructed to return checks to the parties submitting the bids.

Hon, A. W. Gilchrist presented a letter received from Mr. J. R. Parrott, President of the Florida East Coast Railway Company, relative to bridge over Hillsboro River, wherein he asked that the Trustees write a letter stating that the bridge at this point, which was recently placed there, was ample for the present requirements of commerce on this waterway, and upon consideration thereof the Secretary was instructed to write Mr. Parrott that the Trustees were not sufficiently advised as to the commerce upon said waterway to give any information or

expression thereon, and for this lack of information would be unable to write the letter to Captain Slattery, as requested by Mr. Parrott.

A letter from Mr. E. J. L'Engle, addressed to Hon. W. V. Knott, relative to giving the Otis Syndicate an option on the mineral and petroleum rights upon the ten thousand acres of lands which the said Syndicate proposes purchasing from the Trustees, was referred by his office to the Trustees for consideration. The Trustees, in view of the clear expression of the law, are of the opinion that the said rights should be reserved; and are not inclined to give an option thereon for a nominal sum, as they have no information as to the value, if any, of said rights upon the said land. It being the view of the Trustees that before they should sell the mineral and petroleum privileges they should, to conform with the law, be acquainted with the probable value thereof.

The Secretary presented a communication from the Forest Department of the U. S. Department of Agriculture, relative to renewing an agreement made March 1, 1911, between the Trustees of the Internal Improvement Fund of the State of Florida and the Department of Agriculture of the United States, and the Secretary was instructed to renew said agreement, the same to be effective July 1, 1912, to June 30, 1913.

The Trustees then adjourned.

Attest:

ALBERT W.GILCHRIST,

J. SUART LEWIS,

Governor.

Secretary.

Tallahassee, Fla., June 24, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

# Present:

Park Trammell, Attorney General.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

Hon. Park Trammell was made chairman.

Mr. R. F. Ensey, an Engineer formerly in the employ of the Trustees and Board of Drainage Commissioners, appeared before the Trustees and asked for a settlement of his account with the said Trustees and Board of Drainage Commissioners; and upon consideration of the items rendered by Mr. Ensey, the following settlement was ordered made:

Expense account for April, 1912	\$ 90.65	
Expense account for May, 1912	32.94	
Salary, June 1-18, at rate of \$175.00		
per month, 18 days	105.00	
	<del></del> -	\$228.59
Less amount advanced December,		
1911, as contingent fund		150.00
		0.7070
		\$ 78.59

and the Secretary instructed to draw warrant in the sum of \$78.59 in favor of Mr. Ensey, taking his receipt therefor.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

29-Min.

Tallahassee, Fla., July 2, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

## Present:

W. V. Knott, Comptroler.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

Hon. W. V. Knott was made Chairman.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel for June, 1912.\$	208.33
C. B. Gwynn, salary as Chief Clerk in Land	
Department, June, 1912	150.00
Mary Herring, salary as Stenog-	
rapherto Secretary, June, 1912 \$75.00	
7,,,	
salary as Stenographer to Chief	
Clerk Land Dept., June, 1912 25.00	
	100.00
J. Stuart Lewis, salary as Secretary, June,	
1912	150.00
Capital City Bank for T. J. Appleyard, print-	
ing envelopes and letterheads for N. Barco,	
State Land Inspecting and Selecting Agent,	
bill of June 1, 1912	8.25
M. H. Mabry, Clerk Supreme Court, copy of	
headnotes and opinion case Trustees v. C. H.	
Root, bill of June 6, 1912	7.00
The True-Democrat, ad. sale of	
lands and printing slips, bill of	
June 19, 1912 \$22.50	
Printing stationery for field par-	
ties and Lock Reports, bill of	
June 1, 1912 12.00	
ounc 1, 1012	34.50

The Tropical Sun Publishing Company, ad. sale of lands, bill of June 1, 1912	24.00
Remington Typewriter Co., 1 coupon book for	
1 doz. ribbons, for office of Secretary, bill	
of June 18, 1912	7.00
H. E. Carlton, Clerk Circuit Court,	
DeSoto County, Rec. Deeds Nos.	
21688, 21689, 21690 and 21691,	
bill of June 11, 1912 \$6.90	
Rec. quit claim, Deed No. 21810,	
bill of June 20, 1912 1.05	
	7.95
Western Union Tel. Co., bill for	
June, 1912	7.09

Mr. J. O. Wright, Chief Drainage Engineer, appeared before the Trustees and made the following recommendation, which was approved and ordered placed of record:

"Tallahassee, Fla., July 1, 1912.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Florida.

### Gentlemen:

On June 17th I received a telegram from F. C. Elliot stating that Mr. John W. Newman, the assistant engineer in charge of the drainage work on the south shore of Lake Okeechobee, had suffered a slight stroke of paralysis and had gone to his home in Belleair. Later I had a letter from Mr. Newman saying he could not use his left arm nor his left leg.

It is uncertain whether Mr. Newman will be able to do any further work or not. In view of the service he has rendered the State, I recommend that he be allowed his regular salary for the months of June and July and at the end of that time if he is fully recovered that he be given a position on the work, if there is one open, where less physical exertion and endurance is required.

An assistant engineer to properly perform his duty in the Everglades must be active and vigorous. He must not only have a knowledge of the engineering work, but must be able to withstand a great deal of hardship and exposure. Because of Mr. Newman's physical condition the past year I have had to have other engineers do much work that properly belonged to his party. If Mr. Newman regains his health he could probably work as an inspector on one of the dredges, but he is not physically able to perform the duties of assistant engineer in charge of a field party.

Respectfully submitted,

(Signed) J. O. WRIGHT,
Chief Drainage Engineer."

The following bills were presented, approved and ordered transmitted to the Board of Drainage Commissioners for their consideration.

J. O. Wright, expenses of trip to Fort Lauder-	39.45
dale on official business, June 2-9, 1912\$  J. O. Wright, salary as Chief Drainage Engi-	99.10
neer, June, 1912	416.66
G. C. Pierce, salary as Assistant Engineer,	
June, 1912	150.00
J. E. Downing, salary as Clerk, June, 1912	50.00
M. L. Heiss, salary as Lock Inspector, June,	
1912	90.00
M. L. Heiss, expense account as Lock Inspect-	
or, May, 1912	40.05
R. C. Hicks, expense account as Assistant En-	
gineer, April, 1912	40.75
R. C. Hicks, expense account as Assistant En-	
gineer May 1912	65.25

R. C. Hicks, salary as Assistant Engineer,	
June, 1912	125.00
J. P. Hunter, Inst. Man, June, 1912	75.00
L. A. Davis, Launchman, June, 1912	75.00
S. M. Hicks, Rodman, at \$2.00 per day, 25	
days, June, 1912	50.00
F. P. Wood, Cook, at \$1.33\frac{1}{3} per day, June,	
1912	40.00
E. A. Croucher, Dredge Inspector, June, 1912.	75.00
Marshall Carr, Dredge Inspector, June, 1912	60.00
W. W. Kissick, Dredge Inspector, June, 1912	60.00
F. C. Elliot, expense account as En-	
gineer, May 6-28, 1912 \$23.22	
Expense account as Engineer,	
June 3-27, 1912	
Expense account as Engineer,	
June 19-27, 1912	
N. C.	157.64
F. C. Elliott, salary as Engineer, June, 1912	175.00
J. C. Dyess, Head Chainman, June, 1912	65.00
L. W. Howard, Engineman, June, 1912	65.00
John W. Newman, salary as Engineer, at	
\$125.00 per month, less advance of \$25.00,	
June, 1912	100.00
G. V. Scott, Inst. man, June, 1912	90.00
Ben Waldron, Lineman, at \$2.50 per day, 24	
days, June, 1912	60.00
W. L. Russ, Engineman, at \$2.50 per day, 16	
days, June, 1912	40.00
Jas. Mabry, Rodman, at \$2.00 per day, 24 days,	
June, 1912	48.00
Philip Cason, Rodman, at \$2.00 per day, 24	
days, June, 1912	48.00
Earl Wiliams, Rodman, at \$2.00 per day, 19	E HELL
days, June, 1912	38.00
W. B. Bradford, Rodman, at \$2.00 per day, 6	
days, June, 1912	12.00

W. S. Dowell, Cook, at \$1.50 per day, June,	
1912	45.00
J. H. Jacobie, Inspector, June, 1912	60.00
J. H. Jacobie, 26 days' board at 75c per day,	
May, 1912	19.50
Furst-Clark Construction Company, meals fur-	
nished State men on dredges, May, 1912	73.25
The Florida Times-Union, ad. bids	
for locks, bill of May 31, 1912 \$6.00	
Ad. sale of 50,000 acres land, bill	
of June 15, 1912 1.56	7.56
H. & W. B. Drew Company, sup-	
plies for office Chief Drainage En-	
gineer, bill of June 7, 1912 \$4.04	
Sincer, our or order of	
Supplies for Engnieer Elliot, bill of May 13, 1912 1.90	
of May 13, 1912 1.90	5.94
The second of Ducin	3.34
E. G. Soltmann, supplies for office Chief Drain-	.99
age Engineer, bill of June 18, 1912	.33
Engineering News, ad. notice of bids	00.00
on Locks, bill of June 18, 1912	30.60
Labelle Mercantile and Hardware	
Company, supplies furnished En-	
gineer Elliot, bills of June 1,	
1912, aggregating \$151.71	
Supplies furnished Engineer J.	
W. Newman, as per summary of	
May 31, 1912 175.19	
Supplies for Engineer Newman,	
as per summary of June 6, 1912 76.50	
	403.40
Warren Bros., supplies furnished	
Engineer Franklin, bill of May 25,	
1912 \$141.35	
Supplies furnished Engineer	
Franklin, bill of June 4, 1912 74.95	
Plankin, bill of 5 die 2, 222	216.30

Berryhill-Cromartie Company, sup-	
plies for State Quarter Boat, bill	
of May 18, 1912 \$ 4.25	
bill of June 1, 1912 19.35	
The sales of the s	23.60
Butler & Thomas, supplies furnished Engineer	
Hicks, bill of June 1, 1912	16.70
Everglade Grocery Company, supplies fur-	
nished State Quarter Boat, bill of May 31,	
1912	57.65
J. B. Jeffries, supplies furnished Engineer	
Hicks. bill of May 31, 1912	29.79
Lake Worth Mercantile Company,	
supplies for Engineer Hicks, bill	
of May 31, 1912 \$19.76	
bill of April 30, 1912 26.23	
	45.99
W. M. Burdine & Son, muslin for flags, bill of	
June 20, 1912	2.85
C. E. Ingalls & Bro., supplies furnished En-	
gineer R. F. Ensey, bill of May 1, 1912	47.67
Miami Transfer Company, moving camp, Sur-	
vey East Side, bill of March 30, 1912	10.00
The S. B. Hubbard Company, pipe	
and fittings for surveying corner	
markers, bill of May 16, 1912 \$21.82	
Pipe and fittings for corner mark-	
ers, bill of May 30, 1912 183.74	
	205.56
A. W. Shackleford, hauling for drums gaso-	
line, bill May 11, 1912	4.00
Stranahan & Co., oil for launches, Party No.	
1, bill for May, 1912	1.00
W. & L. E. Gurley, Waterproof Hood for No. 5	2.00
Transit, bill of May 20, 1912	1.05
20, 1012	2.00

Frank T. Budge, supplies for	
launches for Party No. 1, bill of	
May 31, 1912 \$7.71	
Supplies for Engineer T. E. Fred-	
erick, bill of May 20, 1912 13.75	
	21.46
	21.10
Dade Lumber Company, lumber for	
use on tractor, bill of April 19,	
1912 \$ 1.90	
6 bundles lath, bill of May 7 2.05	
	3.95
Dade Lumber Company, 10 bundler	
lath, bill of April 12, 1912 \$3.25	
10 bundles lath, bill of May 12,	
1912 3.25	
1912 9.20	6.50
	0.50
Gulf Refining Company, 3 drums Naphtha for	
use of Engineer Newman, bill of June 10,	
1912	18.63
Geo. H. Crafts & Co., transferring material	
for Lock No. 1, bill of June 3, 1912	280.80
Thos. E. Frederick, expense incurred in trans-	
ferring camp outfit from Fort Lauderdale	
to Miami and Miami to Fulford, May 11-	60.20
29, 1912	00.20
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Financial statement and disbursements for th	
of June, 1912, were presented, read and ordered	1 placed

of record:

Financial statement for the month of June, 1912:

To balance on hand June 1, 1912 .. \$161,700.55 To amount received from sale of

To Model Land Company for Drainage Contribution
Timber Company, for Drainage Contribution
Drainage Contribution 1,000.00
To R. J. Bolles, for Drainage Contribution
To sale minutes I. I 9.50
To Refund on Printing Advertise-
ment 1.17
To Chamber sLand Co., Drainage
Tax balance
To Refund Drainage Tax, Dade Co 20.00
To Refund from Drainage Commis-
sioners for monies advanced by
the I. I
By disbursements June, 1912

Florida National Bank, Gainesville, Fla	4.000.00
Exchange National Bank, Tampa, Fla	13,868.73
Citizens Bank & Trust Co., Tampa, Fla	9,276.98
Bank Bay Biscayne, Miami, Fla	10,369.76
Leesburg State Bank, Leesburg, Fla	5,075.25
Hillsboro State Bank, Plant City, Fla	9,312.89
Bank of Palm Beach, West Palm Beach, Fla	6,208.97
Citizens Bank, Madison, Fla	4,126.57
Florida National Bank, Jacksonville, Fla	9,140.41
Atlantic National Bank, Jacksonville, Fla	11,349.67
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens Bank, Kissimmee, Fla	7,233.33
Volusia County Bank, DeLand, Fla	4,000.00
Barnett National Bank, Jacksonville, Fla	17,848.98
\$	170,537.23
Disbursements for June, 1912:	
Date. Voucher No.	Amount.
Date. Voucher No.  June 1 2752—C. B. Gwynn, salary as Chief	Amount.
	Amount.
June 1 2752—C. B. Gwynn, salary as Chief	
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May,	
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912 \$  June 1 2753—W. H. Ellis, salary as Counsel, May, 1912	150.00
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912\$  June 1 2753—W. H. Ellis, salary as Counsel, May, 1912  June 1 2754—J. Stuart Lewis, salary as	150.00
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34
June 1 2752—C. B. Gwynn, salary as Chief Clerk, Land Dept. May, 1912	150.00 208.34

Date.	Voucher No. Amount.
June 5	2756—J. C. Luning, State Treasurer, for reimbursement amount paid as proportion of ex- penses of the Trustees I. I. Fund towards expenses of trip of Press representatives to the Everglades
June 13	2757—Cyril Baldwin, Tax Collector, DeSoto County, Drainage Taxes, 1911
June 13	2758—Frank M. Tyler, Tax Collector, St. Lucie Co., Drainage Taxes 1911
June 13	2759—Bryant G. Hunter, Tax Collector, Lee County, Drainage Taxes 1911 1,772.00
June 13	2760—T. A. Sweeting, Tax Collector, Monroe Co., Drainage
June 13	Taxes 1911
June 13	bers, for 1911, \$1,664.00 20,751.85 2762—R. B. McClendon, Tax Collector, Dade County, Drain-
	age Taxes on State lands for 1911, \$34,042.68; on Lands of Dr. E. C. Chambers, for
June 17	1911, \$864.00
	Miami Canal 1,472.62

Date.	Voucher No.	Amount.
June 20	2764—O. A. Hardin, locating and staking Snapper Creek Canal	
	route, running levels and taking soundings on same,	
	etc	85.90
June 25	2765—R. F. Ensey, balance due for services as Engineer in final settlement with Trustees, as per Minute of June 25.	
	1912	78.59

\$ 75,162.15

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, July-10, 1912.

Th Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

# Present:

Park Trammell, Attorney General, W. V. Knott, Comptroller, J. C. Luning, State Treasurer, W. A. McRae, Commissioner of Agriculture.

A letter was read from Mr. H. E. Heitman, of Fort Myers, addressed to the Governor, relative to the overflow of the Caloosahatchee River, and the Secretary was instructed to write Mr. Heitman that the Trustees felt the deepest interest in the conditions existing in the Caloosa-hatchee Valley, and suggested that the people of Lee County take the matter up with Capt. J. R. Slattery, of the U. S. Engineers Office, at Jacksonville, Florida, and also with Congressman Sparkman, Chairman of the Rivers and Harbors Committee, and with the entire Florida delegation in Congress; that the Trustees had already constructed two canals from Lake Okeechobee to the Atlantic Ocean and are now working on a third, which will all tend to relieve the amount of overflow through the Caloosahatchee Valley.

Bids for the following lands, as advertised, were opened, and on account of the absence of the Governor, who is Chairman of the Board, they were held for further consideration and action upon his return:

Section Eleven (11), the East Half of Southwest Quarter (E. ½ of S.W. ¼) and East Half (E. ½ of Section Fifteen (15), Sections Twenty-three (23), Twenty-seven (27), and Thirty-five (35) of Township Forty-four (44) South, Range Thirty-seven (37) East.

Sections Seven (7), Nineteen (19), Twenty-seven (27), Thirty-one (31) and Thirty-five (35) of Township Forty-four (44) South, Range Thirty-eight (38) East.

Sections Three (3), Eleven (11), Fifteen (15), Twenty-three (23), Twenty-seven (27), and Thirty-five (35), of Township Forty-five (45) South, Range Thirty-eight (38) East.

The following contract was entered into with the Miami Engineering and Construction Company, of Miami, for the excavation of three drainage canals along the East Coast of Florida, but the Secretary was instructed to hold the same until the bond required in the said contract had been delivered to the Board, at which time the Secretary would forward a duplicate copy of the executed contract to the Company:

Articles of Agreement made and concluded this 10th day of July, A. D. 1912, at Tallahassee, in the State of Florida, by and between A. W. Gilchrist, Governor; W. V. Knott, Comptroller; J. C. Luning, Treasurer; Park Trammell, Attorney General; W. A. McRae, Commissioner of Agriculture, of the State of Florida, as Trustees of the Internal Improvement Fund of the State of Florida, and as members of and composing the Board of Drainage Commissioners of the State of Florida, parties of the first part, and hereafter designated and called "The first parties;" and the Miami Engineering and Construction Company, of Miami, in the State of Florida, a corporation organized and doing business under the laws of Florida, party of the second part, and hereafter designated and called "The Company."

Whereas, On July 3rd, 1910, the first parties, in their capacity aforesaid, as Trustees of the Internal Improve ment Fund of the State of Florida and as the Board of Drainage Commissioners, adopted certain specifications for the excavation of three drainage canals along the East Coast of Florida, namely, Cypress Creek at Pompano, Snake Creek at Fulford, and Snapper Creek near Larkin, said specifications for the excavating of said canals being signed by J. O. Wright, Chief Drainage Engineer, the approximate location of said canals being shown on a plat accompanying said specifications and attached thereto and made a part thereof; a copy of said specifications and plats being hereto attached, and it is mutually agreed by the parties hereto that said copy of said specifications and plats shall be a part of this agreement, and

Whereas, The said J. O. Wright, Chief Drainage Engineer, in behalf of the said Board of Drainage Commissioners caused to be published a notice to the effect that sealed proposals would be received by said Board until (10) ten o'clock a. m. Thursday, July 10th, for excavating the three canals, a copy of said notice being hereto

attached and by mutual agreement between the parties hereto made a part hereof; and

Whereas, The Company submitted its proposal to the said Board of Drainage Commissioners for excavating the said three canals at ten cents per cubic yard for earth and all other material than rock, and twenty-five cents per cubic yard for rock, which said proposal has been accepted by the first parties;

Now This Agreement Witnesseth, That the said Company in consideration of the premises and provisions and agreements of the first parties promises and agrees to and with the first parties, as follows:

1st. That the Company will furnish the necessary dredges, machinery tools, implements and labor in and about the constructing of said canals and the excavation of same; and that it will construct and excavate said canals in accordance and conformity with the specifications and plat hereinbefore referred to and made a part of this agreement for and in consideration of the sum of ten cents per cubic vard for the excavation and removal of earth and all material other than rock and twenty-five cents per cubic yard for the excavation and removal of rock; that the Company will conform to and observe the specifications above mentioned in each and every particu lar in the construction of said canals; that it will not sublet the work or any part thereof, nor contract with any person or persons for the excavation of said canals, nor any part thereof, without the approval of the first parties expressed in writing; that if at any time during the construction of the said canals and prior to their final completion and acceptance any portion or part of them or either of them should become impaired or obstructed by the deposit of silt, muck or sand, or the erosion of the banks from any cause, such canals, or either or all of them so obstructed or impaired shall, upon the written order of the Chief Drainage Engineer, be cleaned out by the Company to the dimensions specified in said specifications; provided if said canals, or either of them, in which such impairments or obstructions might occur were or was originally cut and excavated in a workmanlike manner and in accordance with said specifications and such impairment or obstruction resulted from floods, unstable material or any cause over which the Company had no control and no authority or power to prevent such impairment or obstruction, then and in that event the Company will, upon the written order of the said Chief Drainage Engineer clean out said canal or canals to the dimensions specified in said specifications at the price of ten cents per cubic yard; that the Company will make no charge for extra work unless the same is ordered to be done by the said Chief Drainage Engineer in writing.

2nd. The Company further agress that inasmuch as the land owners interested directly in the construction of said canals have undertaken to repay and refund to said first parties the cost which said first parties may incur in and about the construction of said canals, and inasmuch as said first parties are looking to the fund to be contributed by said land owners for reisbursement, therefore the said first parties shall have the right to extend or shorten the said canals or either of them from the lengths named in said specifications, or to discontinue said work on (30) thirty days notice to the Company, so that no more work shall be done nor expense incurred in the construction and excavation and cleaning out of said canals or either of them than may be provided for by said fund.

3rd. The Company further agrees to promptly pay all just claims for material used and labor employed, and, except as hereinafter mentioned, all just claims for damages sustained to any person or persons that may accrue in the construction and excavation of said canals, and shall and will save the first parties and each of them harmless against all such claims that may arise out of matters growing out of this agreement or in any manner

resulting from the work of constructing and excavating said canals, except that if said Company shall do and perform the duties and obligations imposed on them by this contract in accordance with the terms and requirements thereof, they shall not be liable for any claims for damages or injuries to land due to overflow or lessening of normal water supply or to any effect which shall result from the nature or character of the project of canal construction; but against all just claims of such nature the first parties shall protect the Company.

The Company further agrees to observe and conform to said specifications in the matter of placing excavated material; that the material excavated from said canals shall be the property of the first parties; that it will observe and conform to said specifications in the matter of clearing the right-of-way along each canal; that the price to be paid the Company under this agreement shall include the clearing of the right-of-way; that openings shall be left by the Company in the spoil bank for the entrance of lateral canals at such places as may be designated by the Chief Drainage Engineer; that it will observe and conform to said specifications in the matter of the commencement of the work and the time of the completion of said work upon the said canals as the same are now indicated and described in said specifications and plat; that work shall be commenced upon each canal within four months from the date of the signing of this agreement and shall complete the work upon said canals as the same are designated in the specifications or made shorter by the first parties as herein provided, within one year from the date of the signing of this agreement,

5th. The Company further agrees that the exact location and route of said canals may be hereafter furnished to it by the first parties within thirty days from this date. It being mutually agreed that any delay on the part of the first parties in furnishing to the Company specific directions as to the location and route of said

canals beyond thirty days from this date, the time fixed herein for commencing work on said canals and completing same, shall be correspondingly extended.

6th. The Company further agrees to enter into a good and sufficient bond with some reliable Surety Company, as surety, to be approved by the first parties, said bond to be payable to the first parties in the sum of Eighteen Thousand Dollars and conditioned upon the faithful performance and execution of the work of constructing and excavating said canals by the Company and within the time and manner herein agreed upon.

In consideration of the premises the first parties agree to and with the Company as follows:

7th. The first parties shall within thirty days from this date furnish to the Company drawings or blue prints showing the location, route, length and grade of each of the said proposed canals, and that if at any time the first parties shall desire to extend or shorten the lenth or change the route of said proposed canals, or either of them, that they will immediately notify the Company in writing of such proposed change or decision.

8th. That the first parties will employ a competent drainage engineer, that such engineer or his assistant shall locate and stake out the work in advance of the work of excavation and shall furnish to the Company such grades and levels as are necessary for the proper construction of said proposed canals.

9th. That the first parties will pay to the Company out of the said fund hereinbefore referred to ten cents per cubic yard for the excavation and removal of earth and all material other than rock and twenty-five cents per cubic yard for the excavation and removal of rock. That the said engineer shall at the end of each calendar month make a careful estimate of the work done during the month in accordance with the specifications aforesaid and the terms of this agreement which estimate shall show the

length of canal excavated, the average depth and width, the number of cubic yards of rock and number of cubic yards of earth excavated and removed and the total cost of such work under the terms of this agreement; that the first parties shall pay out of said fund to the Company within fifteen days ninety per cent, of the amount thus shown by said estimate to have been earned. It being mutually agreed that the remaining ten per cent, shall be withheld and retained each month by the first parties until the Company has completed the work according to the terms of this agreement and the said canals have been accepted by the first parties.

.10th. The first parties agree to pay all expenses necessary and needful that may be incurred in conveying the Company's dredges through or under the trestles of the Florida East Coast Railroad or across any highway inward or outward, that they will pay at the same rate specified herein for the excavation of earth and rock, the expense of excavation, if any may be necessary, in placing the dredges of the Company at points necessary to begin the work of excavating the said proposed canals.

11. It is hereby mutually agreed between the parties hereto that the decisions, findings and awards of the said Drainage Engineer relating to any part of said work of constructing said proposed canals, or the amount or character of the work done shall be final; that the first parties shal halve the right to employ as Engineer whomsoever they will and may discharge him at their pleasure without consulting the Company.

12th. Provided that the second party may appeal from any decision of the Drainage Engineer to the Board of Trustees of the Internal Improvement Fund of the State of Florida, whose decision shall be final.

13th. It is mutually agreed that the performance of this agreement as to either or all of said canals is dependent upon the first parties decuring a deed to seventy-five feet of land from the center of each canal, on each side thereof, along the entire route of said canal, or canals, from the property owners owning the lands through which such canals may run, it being understood and agreed that if such deed or deeds is or are secured to lands on each side of one or more of such canals, the work on such canal or canals shall be completed as herein provided.

14th. It is further agreed that time is and shall be of the essence of this agreement; that the Drainage Engineer herein provided to be engaged and employed by the first parties shall have general supervision of the work.

These Articles of Agreement executed in duplicate.

In Testimony Whereos, The first parties have hereunto subscribed their names and official titles as Trsutees of the Internal Improvement Fund of Florida and as the Board of Drainage Commissioners of the State of Florida. And the Company has hereunto caused its corporate name to be signed by its President and to be attested by its Secretary with the seal of said Company under resolution duly authorizing the execution of said agreement, duly adopted by the Board of Directors of the Company, this the day and year first above written.

(Signed) ALBERT W. GILCHRIST,

Governor.

W. V. KNOTT,

Comptroller

(SEAL) J. C. LUNING,

State Treasurer.

PARK TRAMMELL,

Attorney General,

W. A. McRAE,

Commissioner of Agriculture.

AS TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

Executed 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.

(Signed) D. L. BLANTON,

J. STUART LEWIS.

Attest:

Wm. S. BURBANK,

Secretary.

MIAMI ENGINEERING AND CONSTRUCTION CO.

By A. B. SANDERS, President.

Executed in the presence of the following witnesses as to Miami Engineering and Construction Company:

(Signed) E. R. TUTTLE. A. HOLLAND.

(SEAL)

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, July 16, 1912.

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, Comptroller,
J. C. Luning, Treasurer,
Park Trammell, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Hons. Park Trammell and J. C. Luning, Committee, submitted the following report upon an inspection of a plant now being erected by Mr. Wilfred Beswick, of Stockton-on-Tees, County of Durham, England, on the unsurveyed parts of Sections 5, 6, 7, 17 and 18 in T. 3 S., R. 29 E.

"Tallahassee, Florida, July 16, 1912.

Trustees Internal Improvement Fund.

Gentlemen:—The undersigned, as members of the Trustees of the Internal Improvement Fund, made a trip of inspection of the improvements upon the lands sold to Mr. Wilfred Beswick, in August, 1911, conditioned upon the said Beswick spending the sum of \$10,000.00 upon a plant for the purpose of extracting certain chemicals from the soil of said land the cost not less than \$125,000.00.

We beg to report that we found that Mr. Beswick had already provided for said plant a launch, costing over one thousand dollars, a dredge for the excavation of the material to be used in the operation of the plant, costing about six thousand dollars, and buildings for the housing of the employees, stock, necessary tools, etc., amounting in the aggregate to about \$15,000.00.

We attach hereto and request that it be made a part of this report a detailed statement of expenditures, rendered by Mr. Robert Ransom, Manager for Mr. Beswick, and would respectfully recommend that a deed be executed by the Trustees to Wilfred Beswick, of Stockton-on-Tees, County of Durham, England, to the unsurveyed parts of Sections 5, 6, 7, 17 and 18 in T. 3 S., R. 29 E., containing 1,360 acres, more or less, being satisfied that he has fully complied with the requirements of an agreement entered into with said Beswick by the Trustees, on August 19, 1911, and feeling assured that upon the

completion of the plant another valuable industry will have been added to the progress of the State.

Respectfully submitted,

(Signed)

PARK TRAMMELL, Attorney General.

J. C. LUNING.

Treasurer.
Committee."

Detailed Statement submitted by Mr. Robert Ransom, Agent for Mr. Wilfred Beswick.

"Tallahassee, Florida, July 16, 1912.

Trustees of the Internal Improvement Fund, Tallahassee, Florida.

Gentlemen:—I beg to present for your consideration the fact that I have expended, as Agent for Wilfred Beswick, between Fifteen and Sixteen Thousand Dollars towards the installation of a Mond Gas Plant for the recovery of ammonia in the shape of sulphate and other bi-products manufactured from peat. Our detailed account of money expended in preparing for this enterprise up to the first of May stands as follows:

Launch and floating plant	\$1,169.85	
Land clearing	325.00	
Buildings	1,062.10	
Tools and machinery account	654.43	
Management	2,677.72	
Stock and equipment	784.55	
Dredge account	4,158.65	
Maintenance	513.10	
General improvements	303.00	
Experimental	56.55—\$	11,704.91

During the month of May, this year, I further expended Two Thousand and Two Dollars and Twenty-nine Cents, and during the month of June Fourteen Hundred and Thirty Dollars and Fifty-eight Cents, for which I have receipts, and all of which has gone into the enterprise, though I have not had sufficient time to classify the expenditures for the last two months.

We have at this present time passing through the Custom House in Jacksonville the first of our Gas Producers, which I shall erect within the next few weeks. Sufficient capital has been subscribed to carry matters through on a larger scale than originally contemplated, and with these facts in view, and willing at the same time to give any and all further information you might desire, I respectfully ask that a deed issue for the land in question at your earliest convenience. My reason for coming before your Board one month in advance of the year you have given us is that I am visited at the present time by a representative of Mr. Beswick, who is anxious, on his return next week to England, to carry the title deeds of the land with him.

Very respectfully,

(Signed)

ROBERT RANSOM."

Estimate No. 24 of the work done by the Furst-Clark Construction Company in the Everglades for the month of June, 1912, was presented. The estimate showed that during the month of June, 1912, 550,299 cubic yards of earth and 23,395 cubic yards of rock has beed excavated, which at 8 cents per cubic yard for earth and 20 cents per cubic yard for rock amounted to \$48,702.92.

The Trustees ordered the Estimate filed and instructed the Secretary to add to the amount of same accounts due the Furst-Clark Construction Company for hire of dredge and equipment for use in re-digging the washout on North Canal, in March, 1912, \$9,097.50, and for Lock Construction, for months of December, 1911 and January and February, 1912, \$6,725.89 making a total of \$64,526.31, from

which was deducted the 7th and 8th payments due the Trustees for the purchase of dredges, being each in the sum of \$12,088.33\frac{1}{3} and due March 1st and June 1st, 1912, respectively, which left a total amount due the Furst-Clark Construction Company to date of \$40,359.64.

Of this amount the Secretary was instructed to draw checks for \$20,359.64 and refer the remaining \$20,000.00 to the Board of Drainage Commissioners for their consideration.

The followiwng report of the progress of the work by the Chief Drainage Engineer was presented and ordered filed:

"Tallahassee, Florida, July 13, 1912.

Trustees Internal Improvement Funda and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen:—I enclose herewith Estimate No. 24 showing work done by Furst-Clark Construction Company, on the Evedglades Drainage Canals, during the month of June, 1912. I am also handing to you a blue print showing the position of the dredges on the various canals June 1st.

For your information I will state that the dredge "Hillsboro," working at the lower end of North New River Canal, sank June 24th; and the dredge "Caloosahatchee," working at the upper end of this canal, sank on July 13th. The cause of these two accidents is not known.

Respectfully submitted,

(Signed)

J. O. WRIGHT, Chief Drainage Engineer."

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Furst-Clark Construction Company, \$20,000.00 of the work of excavation in the Everglades for the month of June, 1912, as per Estimate	
No. 24\$20	0,000.00
L. D. Franklin, Transitman, June, 1912 :	125.00
M. T. Ensey, Front Chainman, June, 1912	70.00
H. C. Phillips, Rear Chainman, at \$50.00 per	
month, 24 days, June, 1912	46.15
W. Z. Henderson, Boatman, at \$50.00 per	
month, 24 days, June, 1912	46.15
O. E. Gibson, Boatman, June, 1912	50.00
L. F. Ranson, Boatman, at \$50.00 per month,	
24 days, June, 1912	46.15
Geo. Killebrew, Axman, June, 1912	50.00
A. C. Johnson, Axman, at \$50.00 per month,	
19 days, June, 1912	36.53
F. L. Alexander, Axman, at \$50.00 per month,	
20 days, June, 1912	38.46
J. E. Williams, Cook, at \$40.00 per month,	
June, 1912	40.00
L. D. Franklin, Expense account for June, 1912	24.73
Thos. E. Frederick, Expense account for June,	
1912	66.41
Thos. E. Frederick, salary as Assistant En-	
gineer, June, 1912	125.00
J. H. Zill, Chainman, June, 1912	65.00
T. E. Newell, Chainman, June, 1912	50.00
D. M. Henderson, Pilot, June, 1912	55.00
R. D. Henderson, Boatman, June, 1912	50.00
J. E. Ashley, Boatman, June, 1912	50.00
R. H. Ashley, Boatman, June, 1912 T. J. Langford, Boatman, at \$50.00 per month,	50.00
10 days, June, 1912	19.20
W. A. Coachman, Boatman, at \$50.00 per	
month, 6 days, June, 1912	11.52

H. L. Belcher, Axman, at \$50.00 per month, 8	
days, June, 1912	15.36
H. A. Tryborne, Axman, at \$50.00 per month,	
5 days, June, 1912	9.60
M. L. Heiss, Lock Inspector, expenses incurred	
in connection with Lock Construction, June,	
1912	34.00
Geo. H. Crafts & Company, Estimate No. 3,	
Lock No. 1 Miami Canal, for work up to	
June 30, 1912	286.88
Furst-Clark Construction Company, for labor	
and use of barges and launch account Lock	
Miami Canal, bill of May 31, 1912	69.04
D. A. Hulto, 8 trips from Fulford to Honey	
Hill, with teams, at \$3.50 per trip, bill of	
July 1, 1912	28.00
The S. B. Hubbard Company, Survey Corner	
Posts, bill of June 25, 1912	56.78
Dade Lumber Company, 10 bundles Lath, bill	
of May 30, 1912	3.25
The Ferro-Machine & Foundry Company, Piston	
Rings and Pins, bill of June 18, 1912	2.68
Miss Lillian E. Roth, 61 days work on tents	
and tarpaulins, bill of June 21, 1912	26.00
Warren Bros., Supplies furnished account	
State Surveying Party, bill of June 20, 1912	92.05
Girtman Bros., Supplies furnished Engineer	
Frederick, bill of July 1, 1912	87.00
Berryhill-Cromartie Company, Supplies	
furnished Parties Nos. 6 and 7, bills of	
May 1, 1912, in the following amounts. \$ 11.40	
4.70	
25.90 131.35	
131.33	
	-293.40
51.40-	-00.TU

H. & W. B. Drew Company, Supplies	
furnished Office Chief Drainage En-	
gineer, bill of July 2, 1912 3.44	
Bill of July 8, 1912	6.84
Western Union Telegraph Company, bill for	
June, 1912, account Drainage Commissioners	8.48
Southern Express Company, bill for June, 1912	.94
Middle Florida Ice Company, Distilled Water	
for office Chief Drainage Engineer, bill of	
July 1, 1912	.50
Alex McDougall, Postmaster, Stamps for office	
Secretary, bill of July 15, 1912	10.00
Capital City Bank for T. J. Appleyard, for	
printing 8,000 records of excavation, bill of	
July 1, 1912	40.00

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, July 18, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

Albert W. Gilchrist, Governor,
Park Trammell, Attorney General,
W. V. Knott, Comptroller,
J. C. Luning, State Treasurer,
W. A. McRae, Commissioner of Agriculture.

Announcement of the death of Hon. Peter T. Knight, Timber Agent for the Counties of Dade, Monroe and Lee, having been made to the Trustees, they appointed Mr. Charles Falk, of the County of Monroe, as Timber Agent for said Counties under the following resolutions:

Be It Resolved by the Trustees of the Internal Improvement Fund of Florida, That Mr. Charles Falk, of Monroe County, Florida, is hereby appointed Timber Agent for the Counties of Dade, Monroe and Lee, to fill the vacancy occasioned by the death of Hon. P. T. Knight, the said appointment to be from this July 18th, 1912.

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 Dade, Monroe and Lee Counties, of this State. 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 colections, 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 such time as revoked by the Trustees.

The matter of diverting Cypress Creek Canal by the Town of Pompano was further considered, and the Secretary advised to write Mr. L. S. Warren, Secretary of the Board of Trade of Pompano that when the Five Thousand Dollars required of the people of Pompano to run the canal by the town was guaranteed to the Trustees, a right-of-way through the Florida East Coast Railway obtained, a bridge guaranteed to be built where the canal crosses the road free of expense to the Trustees, and the right-of-way through the town obtained from the people of Pompano, the Trustees will instruct the contractors to excavate the canal along that route.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, July 22, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

Albert W. Gilchrist, Governor,
Park Trammell, Attorney General,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The Secretary was instructed to write Mr. William L. Larkin, of Chicago Record-Herald, Chicago, Illinois, to ship to the Trustees five hundred of the Souvenir booklets of the Official Opening of the Everglades, and to mail out the remaining copies to various newspapers throughout the country, using for this purpose the unexpended balance of the fund contributed by the Trustees towards the expense of such advertisement of the Everglades Drainage project.

The Commissioner of Agriculture, Hon. W. A. McRae, stated that he had an application from Mr. J. L. Kilgore, of Bradentown, Florida, and Dr. J. D. Hood, of West Philadelphia, Pa., to purchase the NW. ¼ of NW. ¼ of NW. ¼ of Sec. 3, T. 35 S., R. 18 E., at \$3.00 per acre, but found that the County officials had erroneously assessed this land for taxes several years ago and another party had secured a Tax Deed to it, and that the Trustees could not sell this land until this Tax Cloud had been removed: Whereupon the Trustees agreed to sell the above described land to Mr. J. L. Kilgore, of Bradentown, Florida, as he made prior application, provided he would pay \$25.00 additional to cover cost of having Tax Cloud removed.

The Trustees then adjourned.

Attest:
J. STUART LEWIS.

ALBERT W. GILCHRIST,

Governor.

Secretary.

Tallahassee, Florida, July 23, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

Albert W. Gilchrist, Governor,
Park Trammell, Attorney General,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

A telegram was presented from the Board of County Commissioners of Dade County, requesting the Trustees to make arrangements for temporary road across Snapper Creek, and, upon consideration, the Chief Drainage Engineer was instructed to wire such Board that a road would be provided and bridge placed on main road as soon as excavation was completed at the crossing.

The following resolution relating to the matter of trespass on certain lands belonging to the Trustees of the Internal Improvement Fund and the State School Board, was adopted:

Whereas, The Trustees of the Internal Improvement Fund are this day in receipt of a letter from Mr. E. J. L'Engle, of Jacksonville, Attorney for the Consolidated Naval Stores Company, in a certain matter wherein the Trustees have a claim for trespass against M. W. Covington, and the said Company asking that the former agreement entered into by the Trustees with the said Consolidated Naval Stores Company be modified so as to provide that the last payment to be made by the said Company to the Trustees be made on May 1, 1913, or at an earlier date if judgment is procured against the said Covington prior to this time, and

Whereas, Mr. I. J. McCall, of the firm of McCall and Small, State Trespass Agents, this day appeared before the Trustees and stated that the modication proposed by the Consolidated Naval Stores Company as above would be satisfactory to his firm; *Therefore*, *Be It* 

Resolved, By the Trustees that the agreement heretofore entered into by the Trustees with the said Consolidated Naval Stores Company for the settlement of the said claim for trespass against the said Covington and the said Company for trespass upon the following land, to wit:

W. ½, SW. ¼ of NE. ¼, and NW. ¼ of SE. ¼ Sec. 26. S. ½ of NE. ¼, N. ½ of SE. ¼ and NE. ¼ of SW. ¼ Sec. 27.

NW. 1/4 of NE. 1/4 Sec. 28.

SW. 1/4 of SE. 1/4 and SE. 1/4 of SW. 1/2 Sec. 33.

N. ½ Sec. 36.

All in T. 34 S., R. 20 E.

Be and the same is hereby modified so as to permit the Consolidated Naval Stores Company to make the last payment in settlement of said trespass on May 1, 1913, instead of January 1, 1913, with the understanding that if judgment is procured against the said Covington at a date prior to the said May 1, 1913, that the said Consolidated Naval Stores Company will, upon the procurement of said judgment, make proper settlement of the said last payment. In no event, however, shall the time for the said last payment be extended beyond May 1, 1913; and

Be It Further Resolved, That the said Consolidated Naval Stores Company shall pay interest at the rate of eight (8) per cent. per annum upon the said last payment from December 1, 1911.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

31-Min.

Tallahassee, Florida, July 25, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

Albert W. Gilchrist, Governor, Park Trammell, Attorney General, W. V. Knott, Comptroller, J. C. Luning, Treasurer.

Letter from Capt. J. R. Slattery of the U. S. Engineers Office, Jacksonville, Florida, relative to the fill in at the mouth of the Miami River, below Avenue D. bridge, as a result of the drainage operations being carried on by the State in that vicinity, was presented, and Chief Drainage Engineer, J. O. Wright, was instructed to go to Jacksonville and confer with Capt. Slattery as to this matter, and also to visit Miami and make an investigation of the conditions reported to exist there.

The Chief Drainage Engineer was authorized to employ Mr. H. M. Forman as Lock Tender at Lock No. 1, North New River Canal, at a salary of \$45.00 per month until such time as the Trustees can furnish a house for the use of the Lock Tender.

The Secretary was instructed to furnish Hon. W. H. Ellis, Counsel for the Trustees with a copy of the bill against the Everglade Plantation Company for the repair of damage made by said Plantation Company in cutting into the North Canal, together with copy of all correspondence relating thereto, with directions to proceed at once to collect such bill, which amounts to \$9,097.50.

The following bills were presented, approved and ordered paid:

V. J. Randolph, on account of salary and expenses as agent in securing rights-of-way for canals, from April 30, 1912, to date\$	100.00
The True Democrat, for ad. sale of lands in Palm Beach County, bill of July 1, 1912	15.00
R. F. Ensey, for services rendered the Trustees, bill of July 25, 1912	35.00

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Fla., July 27, 1912.

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, Comptroller. J. C. Luning, Treasurer.

Minutes of December 30, 1911, January 2, 9, 15, February 5, 6, 14, 20, 26, March 2, 15, 23, 27, April 1, 10, 13, 20, May 1, 9, 15, 17, 18, 20, 25, June 1, 3, 6, 15, 19, 21, 24 and July 2, 1912, were read and approved.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., July 30, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

## Present:

Albert W. Gilchrist, Governor.

Park Trammell, Attorney General.

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agricultures

Mr. N. Barco, State Land Inspecting Agent, appeared before the Board and submitted a report on lands south of Township 58, which report was read and ordered filed.

Commissioner of Agriculture presented a letter from Mr. L. L. Dodge, of Fort Lauderdale, offering to purchase rock from banks of North New River Canal. The Secretary was instructed to write Mr. Dodge that the Trustees would not sell any of the rock and parties securing same without permission would be prosecuted for trespass.

A letter from Mr. H. G. Ralston, Vice President of the Everglades Land Sales Company, relative to his company employing three expert engineers to examine into the drainage of the Everglades and report on same, with the request that the Trustees co-operate with his Company in the work, by furnishing such data, plans and specifications as are in the possession of the Trustees, for the use of such engineers, the entire expense of such examination to be paid by the said Everglades Land Sales Company. It was unanimously agreed by the Trustees to co-operate with the above Company and the Secretary was instructed to so notify Mr. Ralston.

216.99

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, August 2, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

#### Present:

Albert W. Gilchrist, Governor, ,
Park Trammell, Attorny General.
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

J. Stuart Lewis, salary as Secretary, July, 1912	150.00
J. C. Luning, expense of trip to Ft, Lauderdale	
and Miami, by direction of the Trustees, July	
11-19, 1912	45.80
Capital City Bank for T. J. Appleyard, I. I.	
Salesman Receipts, and 1500 receipts, 2 forms	
for office of Secretary, bills of July 1, 1912	7.00
Sada Roffe, stenographic work for Counsel, bills	
of May 1, 1912	17.50
01 114, 1, 1012	
The following bills were presented, approve	ed and
ordered transmitted to the Board of Drainage C	
sioners for their consideration:	
products for their companies.	
J. O. Wright, salary as Chief Drainage En-	
gineer, July, 1912\$	416.66
G. C. Pierce, salary as Assistant Engineer,	
July, 1912	150.00
J. E. Downing, salary as Clerk, July, 1912	50.00
M. L. Heiss, Lock Inspector, July, 1912	90.00
J. H. Jacobie, salary as Inspector, July, 1912	60.00
L. D. Franklin, Transitman, July, 1912	125.00
M. T. Ensey, Head Chainman, at \$70.00 per	
month, 24 days, July, 1912	64.61
H. C. Philips, Rear Chainman, at \$50.00 per	
month, 24 days, July, 1912	46.15
W. Z. Henderson, Boatman, July, 1912	50.00
O. E. Gibson, Boatman, July, 1912	50.00
A. C. Johnson, Axman, July, 1912	50.00
Geo. Killebrew, Axman, July, 1912	50.00
L. F. Ranson, Boatman, July, 1912	50.00
F. L. Alexander, Axman, July, 1912	50.00
M. Gibson, Cook and Axman, 12 days as Cook	
atat \$40.00 per month and 9 days as Axman	
at \$50.00 per month, July, 1912	35.76
J. E. Williams, Cook, at \$40.00 per month, 6	
days, July, 1912	9.23

nished Engineer R. C. Hicks, bill of July 1,	
1912	45.40
Lake Worth Mercantile Company, Supplies for	
repair of launch, bill of June 1-29, 1912	7.45
Gulf Refining Company, 2 drums Gasoline fur-	
nished Engineer R. C. Hicks, bill of June 1,	10 50
T. E. Frederick, expense incurred in paying off	13.50
force employed in Survey East Side, July,	
1912	102.94
R. C. Hicks, Expense account for June, 1912	79.24
Fort Lauderdale Garage and Machine Company,	
repairs and supplies for launch, bill of July	
1, 1912	12.40
J. B. Jeffris, meats furnished Engineer R. C.	
Hicks, bill of July 1, 1912	29.23
Everglade Grocery Company, supplies furnished	
State Quarter Boat, bill of June 30, 1912	16.29
Dade Lunmber Company, 12 bundles Lath, bill	
of June 28, 1912	3.60
Thos. E. Frederick, Assistant Engineer, July,	40-00
1912	125.00
D. M. Henderson, Pilot, July, 1912	50.00
T. E. Newell, Chainman, July, 1912	50.00
H. L. Belcher, Boatman, July, 1912	50.00
J. E. Ashley, Boatman, July, 1912	50.00
R. H. Ashley, Boatman, July, 1912	50.00
T. J. Langford, Axman, July, 1912	50.00
D. M. Henderson, Axman, at \$50.00 per month, 14 days, July, 1912	26.88
R. C. Hicks, salary as Assistant Engineer, July,	20.00
1912	125.00
J. P. Hunter, Inst. Man, July, 1912	75.00
L. A. Davis, Launchman, July, 1912	75.00

S. M. Hicks, Rodman, at \$2.00 per day, 27 days, July, 1912	54.00
F. P. Wood, Cook, at \$1.33\frac{1}{3} per day, 24 days, July, 1912	32.00
E. A. Croucher, Dredge Inspector, at \$75.00 per month, 12 days, July, 1912	34.62
H. & W. B. Drew Company, Supplies for office Chief Drainage Engineer, bill of July 23, 1912	6.69
J. F. Hill, Supplies for office Chief Drainage Engineer, bill of August 1, 1912	1.45
Total	2.513.10

The following telegram was presented and read:

"Smithfield, Va., July 31, 1912.

J. Stuart Lewis, Secretary, Tallahassee, Florida.

The Board of Engineers referred to in my letter of the thirteenth will leave Jacksonville for Fort Myers at nine thirty A. M. Saturday, August third, via: Atlantic Coast Line, and we arrive Fort Myers Saturday night and shall start for Lake Okeechobee Sunday morning if possible. We shall be glad to meet your Major Wright either in Jacksonville or Fort Myers and to have him accompany us to Fort Lauderdale. Please wire at Seminole Hotel, Jacksonville, how and when we may expect to connect with Wright.

(Signed) H. G. RALSTON."

The Secretary was instructed to wire Mr. H. G. Ralston, at Jacksonville, that J. O. Wright, Chief Drainage Engineer, had been ordered to meet the Board of Engineers in compliance with above request, and to send the following letter to Mr. Ralston by Mr. J. O. Wright:

"Tallahassee, Florida, August 2, 1912.

Mr. H. G. Ralston, care J. O. Wright, Jacksonville, Florida.

Dear Sir:—I am instructed by the Trustees of the Internal Improvement Fund to write you to notify the Engineers, whom the Trustees understand have been employed by your company to investigate into the practicability of the work now being conducted by the Trustees in the Everglades of this State, and that the Trustees have directed Mr. Wright to accompany them on their trip and to render them every assistance possible in the matter of information, and also to extend to them the use of any maps, plats, etc., that he may have in the capacity of Chief Drainage Engineer of this work, for use in such examination.

Yours very truly,

(Signed)

J. STUART LEWIS,

Secretary."

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Fla., Aug. 9, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

It was the opinion of the Trustees and deemed advisable that the plans and specifications of locks to be constructed in the Everglades should be examined and passed upon by some well-known engineers before contracts should be let for same. Captain Slattery, U. S. Engineer at Jacksonville, having recommended Mr. Henry C. Newcomer, of Pittsburg, Pa., and Mr. Wm. W. Harts, of the War College, Washington, D. C., as being among the best qualified, and as being considered authorities on Lock Construction, the Chief Drainage Engineer was instructed by the Trustees to communicate by wire with them and ascertain if their services could be secured and at what cost.

Mr. J. C. Heard, of Tampa, bidder on lock construction, appeared before the Trustees relative to his bid, and the Trustees requested further time for consideration, instructing the Secretary to return to Mr. Heard his certified check for Two Thousand Dollars (\$2,000.00).

The following assignment was accepted by the Trustees and ordered spread upon the minutes:

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Richard J. Bolles, for and in consideration of the sum of One Dollar and other good and valuable considerations to him in hand paid by the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA (hereinafter called the Trustees), does hereby sell, transfer, assign and set over unto said Trustees all of his right, title and interest, either vested or contingent, in and to Fifty Thousand Dollars (\$50,000.00) of certain monies now on deposit, or hereafter to be deposited, in the First National Bank of Colorado Springs, Colorado, in the name of the "Florida Fruit Lands Company, Special Dividend Account," under injunctive orders of the District Court within and for the Fourth Judicial District of the State of Colorado, in the

County of El Paso, in a cause therein pending, numbered in the docket of said court, and entitled "William O'Brien, plaintiff, vs. The Florida Fruit Lands Company et al., defendants;" such deposit of monies amounting on this day to Ninety-six Thousand Five Hundred and Twenty-two Dollars and Twenty-eight Cents (\$96,522.28), more or less; together with interest to accrue thereon until paid by said bank.

This assignment shall take effect forthwith, and I hereby authorize, request and empower the Florida Fruit Lands Company to pay all of such monies to said Trustees and to issue and deliver to such Trustees its check, draft or order on the aforesaid First National Bank of Colorado Springs for all of such monies together with interest thereon.

Should the said Bank or The Florida Fruit Lands Company refuse to pay said monies to the Trustees unless and until the aforesaid injunctive orders of said court, under which said deposit is made, are annulled or modified, then and in that event, I request, order and direct said Bank and said Company to hereafter consider and treat said Trustees as my assignees, and immediately upon the annulment or modification of such orders so as to permit such payment, to forthwith pay all of such monies to said Trustees.

All monies so paid to said Trustees shall be treated and applied by them as payments made by me to them onaccount of the purchase price of lands in the Everglades of Florida, so called, under the existing contract or contracts between myself and said Trustees

IN WITNESS WHEREOF I have hereunto set my hand and seal this 26th day of June, A. D. 1912.

(Signed) R. J. BOLLES. (Seal)

STATE OF FLORIDA, County of Duval.

I, W. I. Phillips, a Notary Public within and for said County and State, do hereby certify that Richard J. Bolles, personally known to me to be the person whose name is subscribed to the foregoing instrument in writing, appeared before me this day in person and acknowledged that he signed, sealed, executed and delivered such instrument in writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 3rd day of August, 1912.

My Commission expires October 3rd, 1915.

(Seal) (Signed) W. I. PHILLIPS, Notary Public State of Florida at Large.

The foregoing assignment is hereby accepted as per order of the Trustees of the Internal Improvement Fund of the State of Florida this the 9th day of August, A. D. 1912.

(Signed)

J. STUART LEWIS, Secretary for the Trustees.

(Signed) Albert W. Gilchrist, Chairman of Trustees, Internal Improvement Fund. (Seal)

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., Aug. 12, 1912.

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, Comptroller. J. C. Luning, Treasurer.

Minutes of July 10, 16, 18, 22, 23, 25, 27, 30 and August 2 and 9, 1912, were read and approved.

A statement of expenditures (with receipts) relative to Press expenses in visiting the Everglades was submitted by Mr. William L. Larkin, of Chicago, Illinois, showing a balance of One Hundred and Fifteen Dollars (\$115.00) due the Trustees, for which he enclosed Cashier's Check. The same was accepted and Secretary requested to so inform Mr. Larkin.

Financial statement and disbursements for the month of July, 1912, were read and ordered placed of record:

# Financial statement for July, 1912:

To balance on hand July 1, 1912. \$171	,537.23
To interest on deposits in banks 1	
To refund Drainage Tax DeSoto	
Company	36.75
To refund Drainage Tax Palm	
Beach Company	32,00
To expense J. O. Wright to Wash-	
ington, re investigation	112.50
To check Chambers Land Company 5	,000.00
To collections wood and coal, June,	
1912	99.76
To sale plans of Locks, J. O. W	6.00
To sale of 7 vols Minutes Trustees	3.50
To sale of lands for July, 1912 1	,353.65
	\$179,670.21
By disbursements for July, 1912	21,43075
To balance on hand August 1, 1912	\$158,239.46

# RECONCILEMENT.

Secretary .....\$ 1,000.00

To eash and eash items in hands of

To cash in banks 157,239.46	
	158.239.46
Distributed in the following banks:	
First National Bank, Tallahassee, Fla \$	17,160.77
First National Bank, St. Petersburg, Fla	5,297.83
First National Bank, Tampa, Fla	10,000.00
First National Bank, Gainesville, Fla	4,148.35
First National Bank, Marianna, Fla	5,892.25
First National Bank, Miami, Fla	6,759.55
Capital City Bank, Tallahassee, Fla	5,587.13
Florida National Bank, Gainesville, Fla	4,000.00
Exchange National Bank, Tampa, Fla	8,955.40
Citizens' Bank & Trust Company, Tampa, Fla.	9,334.96
Bank Bay Biscayne, Miami, Fla	10,369.76
Leesburg State Bank, Leesburg, Fla	5,106.53
Hillsboro State Bank, Plant City, Fla	9,371.09
Bank of Palm Beach, West Palm Beach, Fla	6,247.77
Citizens' Bank, Madison, Fla	4,152.36
Florida National Bank, Jacksonville, Fla	9,250.75
Atlantic National Bank, Jacksonville, Fla	6,100.41
Gainesville National Bank, Gainesville, Fla	5,000.00
Citizens' Bank, Kissimmee, Fla	7,278.54
Volusia County Bank, DeLand, Fla	4,000.00
Barnett National Bank, Jacksonville, Fla	13,226.01
8	157,239.46
Disbursements for July, 1912:	
Date 1912 Voucher No.	Amount.
July 1, 2766—W. H. Ellis, Counsel I. I., salary for June, 1912\$	208.33

Dat	te.	Voucher No. Amount.
July	1	2767—C. B. Gwynn, Clerk Land Salesman's office, salary for June, 1912
July	1	2768—Mary Herring, salary as Stenographer to Secretary I. I. Board, June, 1912 \$75.00 salary as Stenographer to Land Clerk, June, 1912 25.00
July	1	2769—J. Stuart Lewis, Secretary I.  I Board, salary for June, 1912\$ 150.00
July	3	2770—Capital City Bank for T. J.  Appleyard, printing stationery for N. Barco, bill of June 1, 1912
July	3	2771—M. H. Mabry, Clerk Supreme Court, copy head notes Root v. Trustees, bill of June 6, 1912
July	3	2772—The True-Democrat, printing notice of sale of lands, July 10, 1912, and supplies, bills of June 1 and 19, 1912 34.50
July	3	2773—The Tropical Sun Publishing Company, ad. sale of lands, June 21, 1912, bill of June 1, 1912

Date.	Voucher No. A	mount.
	2774—Remington Typewriter Company, coupon book of 1 doz. ribbons for office of Secretary, bill of June 18, 1912	7.00
July 3	2775—H. E. Carlton, Clerk Circuit Court, DeSoto County, rec. deeds, bills of June 11 and 20, 1912	7.95
July 3	2776—Western Union Telegraph Company, bill for June, 1912	7.09
	2777—Furst-Clark Construction Company, account Estimate No. 24, work of June, 1912	10,000.00
	Company, account Estimate No. 24, work for June, 1912	5,000.00
July 25	Company, account - Estimate No. 24, work for June, 1912	5,359.64
July 26	ary and expenses as Special Agent from April 30, 1912, to date	100.00
July 26	of lands in Palm Beach County, bill of July 1, 1912	15.00
Diagram	tendance upon meetings of Trustees, July, 1912	35.00

Date. Voucher No.

Amount.

July 30 2783—N. Barco, Land Inspecting Agent, salary and expenses for July, 1912, inspecting lands South of T.

216.99

\$ 21,430.75

The Trustes then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., August 17, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

Minutes of Aug. 12, 1912, were read and approved.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

F. L. Alexander, hire of teams account survey

East Side, bill of June 30, 1912 .....\$

50.00

The Carl F. Roberts Company, 1,000 stakes and freight on same, account Engineer Elliot,	
bill of July 1, 1912	64.16
Geo. F. Ireland, supplies for Launch "Revere," bill of June 1, 1912	5.95
Labelle Mercantile and Hardware Company, supplies for Engineer J. W. Newman, bill of June 13,	
1912 \$35.07	
supplies for Engineer Elliot, bill of July 1, 1912\$15.25 bill of July 23, 1912 37.66	
supplies for Engineer La- Bruce, 3 bills of Aug. 1, 1912	
18.30	
84.59	172.57
Gulf Refining Company, 3 drums gasoline furnished Engineer El- liot, per Ticket No. 4189, bill of	
May 25, 1912	
bill of June 18, 1912 6.75 4 drums gasoline furnished En-	
gineer Elliot, per Ticket No. 4315 27.00	54.00
Standard Oil Company, supplies furnished Engineer Elliot, bill of July 6, 1912	23.28
Frank Lindley, supplies furnished Engineer LaBruce, bill of Aug. 1, 1912	3.25

Robt. A. Henderson, supplies fur-	
nished Engineer Elliot, bill of	
July 19, 1912 \$206.25	
supplies furnished Engineer New-	
man, bill of July 19, 1912 78.60	
	284.85
Girtman Bros., supplies furnished Engineer	
Frederick, bill of July 27, 1912	101.65
F. C. Elliot, expense account for care of House	
Boat, bill of Aug. 2, 1912	3.00
F. C. Elliot, salary as Engineer, July, 1912	175.00
J. C. Dyess, Head Chainman, July, 1912	65.00
W. B. Bradford, Rear Chainman, July, 1912	60.00
L. W. Howard, Engineman, July, 1912	65.00
L. Hunter, Cook, at \$1.50 per day, 18 days,	
July, 1912	27.00
Geo. H. LaBruce, Assistant Engineer, July,	
1912	125.00
Ben Waldron, Launchman, at \$2.50	
per day, 28 days, July, 1912 \$70.00	
Back time for June, 1912, 1 day 2.50	
	72.50
Tom Russ, Launchman, at \$2.50 per	
day, 28 days, July, 1912 \$70.00	
Back time for June, 1912, 1 day. 2.50	=0.00
T' 161 7' 4200	72.50
Jim Mabry, Lineman, at \$2.00 per	
day, 27 days, July, 1912 \$54.00 Back time for June, 1912, 1 day. 2.00	
Back time for June, 1912, 1 day. 2.00 Boat hire, 6 days, at \$3.00 per	
day, June, 1912	
day, 5 dile, 1512 15.00	74.00
Phil Cason, Axeman, at \$2.00 per	11.00
day, 20 days, July, 1912 \$40.00	
Back time for June, 1912, 1 day 2.00	
	42.00

W. S. Dowell, Cook, at \$1.50 per day, 31 days, July, 1912	46.50
	10.00
Adolphus Ryan, Axeman, at \$2.00 per day, 15	
days, July, 1912	30.00
Richard Merrin, Axeman, at \$2.00 per day, 14	
days, July, 1912	28.00
J. H. Jacobie, expense as Acting Lock Ten-	
der, July, 1912	27.40
G. C. Pierce, purchase of ice account Office	
Chief Drainage Engineer, months of June,	
July and August, 1912	5.00
J. O. Wright, expenses incurred on	
Official Trips, Aug. 3-10, 1912 \$32.20	
July 26-31, 1912 54.55	
	86.75
Middle Florida Ice Company, distilled water	
for office Chief Drainage Engineer, bill of	
Aug. 1, 1912	1.25
Western Union Telegraph Company, bill for	
	11.86
July, 1912	
Southern Express Company, bill for July, 1912	3.56
8	1,781.03
4	-,

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., Aug. 20, 1912.

Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

## Present:

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

Estimate No. 25 of the work done by the Furst-Clark Construction Company in the Everglades for the month of July, 1912, was presented. The Estimate showed that during the month of July, 1912, 503,147 cubic yards of earth and 45,227 cubic yards of rock had been excavated, which at 8 cents per cubic yard for earth and 20 cents per cubic yard for rock amounted to \$49,297.16.

The Trustees ordered the Estimate filed and instructed the Secretary to draw checks in payment of same.

The Trustees then adjourned.

Attest:

J. STUART LEWIS, Secretary. W. V. KNOTT, Comptroller.

Tallahassee, Fla., August 21, 1912.

The Trustees of the Internal Impovement Fund met in the office of the Executive on this date.

## Present:

Park Trammell, Attorney General.

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

It was decided that beginning after this month the present method of supplying subsistence to the employes of the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners in the Everglade work be discontinued, and that, beginning with the first day of September, 1912, all employes be allowed the sum of twenty-five cents for each meal while engaged at work in the field and two dollars per day to cover hotel expenses when their duties call them to any towns; and that the sum of one dollar per day be allowed towards the pay of any person engaged as cook for any party, for the actual number of days so engaged. The cook to be also allowed twenty-five cents for each meal.

The employes shall be allowed the use of any and all cooking utensils, bedding, etc., now in their custody, but any further cooking utensils, bedding, etc., deemed necessary to be obtained hereafter shall be purchased, paid for and become the property of the party, or parties, purchasing same. Nothing for the personal use of members of the parties shall be purchased and paid for by the Trustees or Drainage Commissioners hereafter, said Trustees and Drainage Commissioners supplying only the tools and materials necessary for carrying on the work.

The employes may be allowed the use of any boats or launches for procuring supplies, limited to two trips each month per party, and the time of the men while so engaged in going for such supplies shall not be charged to or be paid for by the Trustees or Drainage Commissioners.

On the first day of September, 1912, the head or chief of each party shall be required to make an inventory, in detail, of all supplies held by them on that date, also on all property other than supplies in their custody, the property of the Trustees and Drainage Commissioners, and transmit said detailed inventory to the Secretary, who shall file same.

The several parties shall use the supplies so found to be on hand, from the first of next month, the Secretary charging up each party with such supplies, the same to be deducted prorata from the amount allowed each party for meals, when paid.

All checks for employes shall be transmitted to the heads of the several parties, unless otherwise directed by them, to be by them delivered to the employes in whose favor the checks are drawn.

A copy of this order shall be immediately transmitted to the head of each party in the employ of the Trustees and Drainage Commissioners in the Everglades, instructing them, in case it should become necessary for them to purchase any supplies between the date of the receipt of this order and the first of September, 1912, the date this order takes effect, that they purchase only a sufficient amount to supply their party's needs until the first of September, 1912.

The Secretary is directed to also deliver a copy of the foregoing instructions to the Chief Drainage Engineer, for his information.

The Trustees then adjourned.

Attest:

J. STUART LEWIS, Secretary. PARK TRAMMELL,

Attorney General.

Tallahassee, Florida, September 2, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

Park Trammel, Attorney General, J. C. Luning, Treasurer, W. A. McRae, Commissioner of Agriculture, Minutes of August 17, 20 and 21, 1912, were read and approved.

Chief Drainage Engineer J. O. Wright appeared before the Board and presented to the Trustees his resignation in the following communication:

"Tallahassee, Florida, September 2, 1912.

Trustees of the Internal Improvement Fund.

Gentlemen:—When I made a report on the drainage of the Everglades four years ago, I was fully convinced as to the feasibility of their drainage and the value of the land when drained. I have not changed my opinion on this subject.

When I accepted the position of Chief Drainage Engineer, two and one half years ago, I thought the matter had been divorced from politics and was to be carried on as a business proposition. In this I was mistaken, During the last six months the Everglades has been the principal issue in a most bitter and acrimonious political campaign; it has been the subject of criticism and misrepresentation by the public press. It has been critized by engineers and public men who have no interest in the work and who have never seen the Everglades. This tirade of abuse and misrepresentation has placed the entire project and every one connected with it in a false light; it has created dissatisfaction among the many purchasers of Everglades lands; it has destroyed the confidence of the public in the project to such an etxent that the future of the work is jeopardized. In the face of this opposition I have labored earnestly and conscientiously to promote the reclamation of the Everglades, advance the interest of the work and refute these misrepresentations. But finding it impossible to accomplish the results desired, I wish to be relieved of the duties of Chief Drainage Engineer as soon as you can secure some one to take the position and he can become acquainted with the details of the work so as to carry it on without interruption or loss to the State.

I therefore tender this, my resignation, to take effect as soon as such change can conveniently be arranged.

Respectfully submitted,

(Signed)

J. O. WRIGHT, Chief Drainage Engineer.

The communication was considered, and it was resolved by the Trustees that September 30, 1912, be fixed as the date upon which the resignation shall take effect, and the resignation was accepted to become effective that day, in order that the Trustees may have time in which to procure another engineer, and that the new engineer may have time to become installed and familiarize himself with the details and the records of the drainage office and to become acquainted wit the matters generally connected with the drainage operations.

In this matter, the Governor and Comptroller, being absent but having been kept fully advised as to the situation, fully concur.

The Trustees then adjourned.

Attest:

J. STUART LEWIS,

Secretary.

PARK TRAMMELL, Attorney General.

Tallahassee, Florida, September 6, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

Albert W. Gilchrist, Governor, J. C. Luning, Treasurer, Park Trammell, Attorney General, W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, August, 1912\$ 208.33
C. B. Gwynn, salary as Chief Clerk in Land
Department, August, 1912 150.00
Mary Herring, salary as Stenographer to
Secretary, August, 1912, 75.00
Salary as Stenographer to Chief Clerk,
Land Department, August, 1912 25.00—100.00
J. Stuart Lewis, salary as Secretary, August,
1912 150.00
Park Trammell, expenses of trip to Chicago
and Kansas City to confer with parties rela-
tive to sale of Everglade lands, August 5-19,
1912 167.85

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

J. O. Wright, salary as Chief Drainage En-	
gineer, August, 1912 \$	416.66
J. E. Downing, salary as Clerk, August, 1912	50.00
R.C. Hicks, Assistant Engineer, August, 1912	125.00
J. P. Hunter, Inst. Man, August, 1912	75.00
L. A. Davis, Launchman, August, 1912	75.00
S. M. Hicks, Chainman, at \$2.00 per day, 27	
days, August, 1912	54.00

August, 1912	41.33
Geo. H. LaBruce, expense account for August,	
1912	2.81
Geo. H. LaBruce, Assistant Engineer, August,	
1912	125.00
Ben Waldron, Dredge Inspector, at \$2.00 per	
day, 14 days, August, 1912	28.00
Tom Russ, Boatman, at \$2.50 per day, 27 days,	
August, 1912	67.50
Adolphus Rimes, Axman, at \$2.00 per day, 12	
days, August, 1912	24.00
Frank Howard, Axman, at \$2.00 per day, 7	
days, August, 1912	14.00
Jim Mabry, Axman, at \$2.00 per day, 1 day,	
August, 1912	2.00
V. D. Curry, Axman, at \$2.00 per day, 8 days,	
August, 1912	16.00
W. S. Dowell, Cook, at \$1.50 per day, 31 days,	
August, 1912	46.50
E. B. Fortson, Boatman, at \$2.00 per day, 19	
days, August, 1912	38.00
J. H. Jacobie, Board for June, 1912, while	
tending Lock No. 1, North New River	
Canal \$ 22.50	
13 days board while tending same Lock,	00.05
August, 1912	- 32.25
J. H. Jacobie, salary as Inspector, 17 days as	
Inspector on dredge Hicpochee, 14 days	60.00
tending Lock) August, 1912	00.00
1912	59.12
F. C. Elliot, Engineer, August, 1912	175.00
G. V. Scott, Inst. Man, August, 1912	90.00
J. C. Dyess, Head Chainman, at \$65.00 per	
month, 21 days, August, 1912	52.50

L. W. Howard, Engineman, at \$65.00 per	
month, 21 days, August, 1912	52.50
W. B. Bradford, Rear Chainman, at \$2.00 per	
day, 18 days, August, 1912	36.00
L. Fortson, Boatman, at \$2.00 per day, 20 days,	
August, 1912	40.00
Donald Houston, Cook, at \$1.50 per day, 10	
days, August, 1912	15.00
L. D. Frankin, Expense account, August, 1912	41.58
L. D. Franklin, Salary as Transitman, August,	
1912	125.00
M. T. Ensey, Head Chainman, at \$70.00 per	
month, 14 days, August, 1912	37.68
H. C. Phillips, Rear Chainman, at \$50.00 per	
month, 15 days, August, 1912	28.84
L. F. Ranson, Boatman, at \$50.00 per month, 15	
days, August, 1912	28.84
A. C. Johnson, Axman, at \$50.00 per month,	
15 days, August, 1912	28.84
Geo. Killebrew, Axman, at \$50.00 per month,	
15 days, August, 1912	28.84
W. Z. Henderson, Boatman, at \$50.00 per	
month, 15 days, August, 1912	28.84
Monte Gibson, Axman, at \$50.00 per month, 15	90.04
days, August, 1912	28.84
J. H. Zill, Boatman, at \$50.00 per month, 15 days, August, 1912	28.84
F. L. Alexander, Boatman, at \$50.00 per month,	20.02
15 days, August, 1912	28.84
M. L. Heiss, Expenses incurred in connection	
with Lock Construction, July, 1912	10.00
M. L. Heiss, salary as Lock, Inspector, August,	
1912	90.00
H. M. Forman, Lock Tender, at \$45.00 per	27.55
month, 19 days, August, 1912	21,00

Thos. E. Frederick, Expense account, July,	
1912	13.35
Thos. E. Frederick, Assistant Engineer,	
August, 1912	125.00
H. L. Belcher, Inspector, at \$50.00 per month,	
August, 1912	50.00
W. J. Cathcart, Supplies furnished L. D.	
Franklin, bill of August 28, 1912	212.00
J. F. Saxon & Company, Supplies furnished L.	
D. Franklin, bill of July 15, 1912	122.60
J. B. Jeffries, Meats furnished Engineer R. C.	
Hicks, bill of July 31, 1912	25.70
Dade Lumber Company, Lumber furnished En-	
gineer Hicks, bill of July 8, 1912	1.20
Everglade Grocery Company, Supplies fur-	
nished State Quarter Boat, bill of July 31,	
1912	57.59
The McCrimmon Lumber Company, 1000 Lath	
furnished Engineer Frederick, bill of July 1,	0
1912	5.50
Miami Transfer Company, Transferring of	
camp, Engineer Frederick, bill of August 1,	15.05
	15.25
Smith's Book Store, Supplies for Engineer	5.85
Frederick, bill of August 1, 1912	66.6
A. W. Shackleford, Freight on 8 drums of Gasoline, 2 bills of August 3, 1912	8.00
Florida Rock Company, Transporting	8.00
lumber from F. E. C., depot to Miami	
Canal Lock, bill of August 15, 1912\$ 33.41	
Transporting 600 sacks Cement from F.	
E. C. depot to Miami Canal Lock, bill of	
August 27, 1912 22.80—	- 56.21
Berryhill-Cromartie Company, Supplies for	
State Quarter Boat, bill of August 1, 1912	33.40

gineer LaBruce, bill of August 22, 1912	40.00
Baker & Holmes Company, 600 sacks Cement bought by M. L. Heiss, bill without date	288.00
Hobart Crabtree, services as Inspector cleaning out Miami River, August 19-31, inclusive, 13 days at \$5, per day, bill of September 1,	
1912	65.00
J. F. Hill, Pencils for office Chief Drainage Engineer, bill of September 1, 1912	1.00
Western Union Telegraph Co., bill for August, 1912	18.83
H. C. Hood, use of mule, August 17 to 25, 1912, 8 days, at \$1.25 per day, bill of September 1, 1912	10.00
V. J. Randolph, Salary August 5 and August 14-31, inclusive, 19 days, at \$100.00 per month in office Chief Drain-	
age Engineer,	
Agent, August, 1912 7.05-	- 68.34
H. & W. B. Drew Company, 1 Curve Pen for office Chief Drainage Engineer, bill of August	1.50
10, 1912  Fort Lauderdale Garage and Machine Company, Overhauling launch "Pathfinder," bill	1.50
of August 1, 1912	20.91
Southern Express Company, bill for August, 1912	1.36
Lake Worth Mercantile Company, Supplies account launches "Dixie" and "Pathfinder,"	
bill of July 31, 1912  Frank T. Budge, Paint and brushes for paint-	9.73
ing Stakes used in Survey, bill of August 1,	4.00
1912	4.20

011
J. W. Lathrop Company, Supplies for launch "Revere," bill of August 13, 1912 9.76
\$ 3,713.48
Financial Statement and Disbursements for August, 1912, were presented, approved and ordered placed of record.
Financial Statement for August, 1912:
To balance on hand August 1,  1912\$158,239.46  To check E. C. Chambers, on account
Reconcilement.
To cash and cash items in hands of Secretary\$ 1,000.00  To cash in banks
Distributed in the following banks:
First National Bank, Tallahassee, Fla\$ 16,197.67 First National Bank, St. Petersburg, Fla 5,297.83

First National Bank, Gainesville, Fla	4,145.38
First National Bank, Marianna, Fla	5,892.25
First National Bank, Miami, Fla	759.55
Capital City Bank, Tallahassee, Fla	5,587.13
Florida National, Gainesville, Fla	4,000.00
Exchange National, Tampa, Fla	955.40
Citizens Bank & Trust Co., Tampa, Fla	334.96
Bank Bay Biscayne, Miami, Fla	757.34
Leesburg State Bank, Leesburg, Fla	5,106.53
Hillsboro State Bank, Plant City, Fla	9,371.09
Bank of Palm Beach, West Palm Beach, Fla	6,247.77
Citizens Bank, Madison, Fla	4,152.36
Florida National, Jacksonville, Fla	250.75
Atlantic National, Jacksonville, Fla	4,803.25
Barnett National, Jacksonville, Fla	20,466.01
Gainesville National, Gainesville, Fla	5,000.00
Citizens Bank, Kissimmee, Fla	7,278.54
Volusia County Bank, DeLand, Fla	4,000.00
•	110,606.78
Disbursements for August, 1912:	110,606.78
Disbursements for August, 1912:	Amount.
Disbursements for August, 1912:  Date. Voucher No.	
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Coun-	Amount.
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount.
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount.
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount.
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount. 3 208.33
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount. 3 208.33
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount. 3 208.33
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Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount. 3 208.33
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount. 3 208.33
Disbursements for August, 1912:  Date. Voucher No.  Aug. 2 2784—W. H. Ellis, salary as Counsel, July, 1912	Amount. 208.33 150.00

Date.	Voucher No. A	mount.
Aug. 2	2788—J. C. Luning, Expense of trip to Fort Lauderdale, and Miami, at direction of Trustees, July 11-15, 1912	45.80
Aug. 2	2789—Capital City Bank for T. J. Appleyard, Books of Receipts for Land Clerk and Secretary, (2) bills of July 1, 1912	7.00
Aug. 2	2790—Miss Sada Roffe, Stenographic work for Counsel in cases Cutting, Palgrave and Manilla Investment Co. v. Trustees, (3) bills of May 1, 1912	17.50
Aug. 3	2791—G. C. Pierce, salary as Assistant Engineer, August, 1912	150.00
Aug. 14	2792—V. J. Randolph, salary and expenses as State Land Agent, June and July, 1912, at rate of \$100.00 and ex- penses for actual working days	330.23
Aug. 19	2793—Miami Engineering and Construction Company, Estimate No. 1, Snapper Creek, July, 1912	3,612.42
Aug. 20	2794—Western Union Telegraph Co., bill for July, 1912	4.91
Aug. 20	2795—R. O. Davies Pub. Co., Ad. notice of Sale of Lands, bill of August 7, 1912	15.00

Date.	Voucher No.	mount.
Aug. 20	2796—The Miami Printing Com-	
	pany, Ad. notice of Sale of	
	Lands, bill of June 30, 1912	21.00
Aug. 20	2797—Furst-Clark Construction Co.,	
	Account Estimate No. 25,	
	July, 1912	10,000.00
Aug. 20	2798—Furst-Clark Construction Co.,	
	Account Estimate No. 25,	
	July, 1912	6,000.00
Aug. 20	2799—Furst-Clark Construction Co.,	
	<ul> <li>Account Estimate No. 25,</li> </ul>	
	July, 1912	8,000.00
Aug. 20	2800—Furst-Clark Construction Co.,	
	Account Estimate No. 25,	
	July, 1912	9,000.00
Aug. 20	2801—Furst-Clark Construction Co.,	
	Account Estimate No. 25,	
	July, 1912	6,000.00
Aug. 20	2802—Furst-Clark Construction Co.,	
	Account Estimate No. 25,	
	July, 1912	9,000.00
Aug. 20	2803—Furst-Clark Construction Co.,	
	Account Estimate No. 25,	
	July, 1912	1,297,16

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Florida, September 7, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

# Present:

Albert W. Gilchrist, Governor, J. C. Luning, Treasurer, Park Trammell, Attorney General. W. A. McRae, Commissioner of Agriculture.

The following assignment made by R. J. Bolles to the Trustees of the Internal Improvement Fund was accepted in lieu of the assignment dated August 3rd, 1912, and of record at page 437 Minutes Trustees Internal Improvement Fund, dated August 9th, 1912:

KNOW ALL MEN BY THESE PRESENTS: the undersigned RICHARD J. BOLLES for and in consideration of the sum of One Dollar and other good and valuable considerations to him in hand paid by the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, (hereafter called the Trustees) does hereby sell, transfer, assign and set over unto said Trustees all of his right, title and interest, either vested or contingent, in and to Fifty Thousand Dollars (\$50,000.00) of certain moneys now on deposit in the First National Bank of Colorado Springs, Colorado, in the name of "The Florida Fruit Lands Company, Special Dividend Account," and so deposited therein under injunctive orders of the District Court within and for the Fourth Judicial District of the State of Colorado, in the County of El Paso in a cause therein pending, numbered 8,933 on the dockets of said Court, and entitled "William O'Brien, plaintiff vs. The Florida Fruit Lands Company, et al., defendants;" such deposit of moneys amounting to \$96,843.30, more or less; together with interest to accrue thereon until paid by said bank.

This assignment shall take effect forthwith, and I hereby authorize, request and empower The Florida Fruit Lands Company to pay all of said \$50,000 to

said Trustees and to issue and deliver to such Trustees its check, draft or order on the aforesaid The First National Bank of Colorado Springs, Colorado, for said money.

Should the said Bank or The Florida Fruit Lands Company refuse to pay said moneys to the Trustees unless and until certain process or orders either legal or equitable, heretofore served or attempted to be served on said Bank, are dismissed, annulled or modified, then and in that event, I request, order and direct said Bank and said Company to hereafter consider and treat said Trustees as my assignee, and immediately upon the dismissal, annulment or modification of such process or orders so as to permit such payment, to forthwith pay all of said \$50,000 to said Trustees.

All moneys so paid to said Trustees shall be treated and applied by them as payments made by me to them on account of the purchase price of lands in the Everglades of Florida, so-called, under the existing contract or contracts between myself and said Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of August, A. D. 1912.

(Signed) RICHARD J. BOLLES. (SEAL)

State of Florida, County of Duval.

I, Chauncey S. Wilson, a Notary Public within and for said County and State, do hereby certify that Richard J. Bolles, personally known to me to be the person whose name is subscribed to the foregoing instrument in writing, appeared before me this day in person and acknowledged that he signed, sealed, executed and delivered such instrument in writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my

hand and notarial seal, this 23rd day of August, A. D. 1912.

(Signed) CHAUNCEY S. WILSON,
Notary Public,
State of Florida at Large.

The foregoing assignment is hereby accepted as per order of the Trustees of the Internal Improvement Fund of the State of Florida this 7th day of September, A. D. 1912, but the said acceptance shall not apply as a payment to the Trustees or relieve the said Bolles from his obligation to pay the said sum of money to the Trustees, in accordance with his obligation to pay the same, until the said sum is received by the Trustees.

(Signed) J. STUART LEWIS, Secretary for the Trustees.

(Signed) ALBERT W. GILCHRIST, Chairman of Trustees Internal Improvement Fund.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, September 9, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

#### Present:

Albert W. Gilchrist, Governor, J. C. Luning, Treasurer, Park Trammell, Attorney General, W. A. McRae, Commissioner of Agriculture. Notice having been received by the Trustees from Mr. E. J. L'Engle, as representative of the various parties owning lands in the Everglades, that a meeting of land owners in the Drainage District would be held at Hotel Manhattan, New York, on Thursday, September 12, the matter was discussed and it was decided that the Trustees of the Internal Improvement Fund should be represented at such meeting, whereupon Hon. Albert W. Gilchrist, Chairman of the Board, was unanimously requested to represent the Trustees at said meeting.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, September 17, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

### Present:

Albert W. Gilchrist, Governor,

J. C. Luning, Treasurer,

W. A. McRae, Commissioner of Agriculture.

Minutes of meetings of September 2, 6 and 7, 1912, were

read and approved.

Hon. A. W. Gilchrist made a verbal report, and stated that he would make a full written report later, of the proceedings of the meeting of Everglade land owners held at the Manhattan Hotel, New York, Thursday, September 12th, 1912. He suggested that another meeting be held at an early date to continue the discussion of the

financial affairs and other matters relative to the Drainage work in the Everglades, which was agreed to.

Mr. Clark, of the Furst-Clark Construction Company, appeared before the Board and requested certain changes in the contract between his Company and the Trustees as to the removal of rock from canals in the Drainage District. After discussion, Mr. Clark was requested to make a written request and forward to the Chief Drainage Engineer, who would examine same and report to the Trustees.

Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, September 19, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

#### Present:

Albert W. Gilchrist, Governor, J. C. Luning, Treasurer, Park Trammell, Attorney General, W. A. McRae, Commissioner of Agriculture.

Minutes of meetings of September 9 and 17, 1912, were read and approved.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Geo. H. Crafts & Company, Estimate No. 4, for work done on Lock No. 1, Miami, Canal, up to August 31, 1912	691.51
Miami Engineering and Construction Company, Work done on Snapper Creek, August, 1912 8,	707.55
Miami Engineering and Construction Company, Meals and Lodging for H. L. Belcher, Dredge Inspector, August, 1912, bill of September 3, 1912 \$ 23.25 Board for Thos. E. Frederick and Assistant, 17 days, bill of August 3, 1912	48.75
Henderson Mercantile Company, Lumber furnished Engineer Elliot, bill of September 12, 1912	7.35
Standard Oil Company, Gasoline furnished Engineer Elliot, bill of September 30, 1912	8.56
H. & W. B. Drew Company, Supplies for office Chief Drainage Engineer, bill of September 6, 1912  Florida Rock Company, Transporting iron from F. E. C. Ry., depot to Miami Canal Lock,	4.50
bill of September 6, 1912	17.50
The S. B. Hubbard Company, Mdse. for use of Geo. H. Crafts & Co., account Trustees, bill of August 28, 1912 Merrill-Stevens Company, Supplies for use in	354.80
dredging mouth Miami River, bill of August 19, 1912	10.55
Supplies furnished Engineer Elliot, bill of September 2, 1912	7.31
Gulf Refining Company, 4 drums on account of Contract, Ticket No. 4378, bill without date	27.00

Carl F. Roberts Company, Supplies furnished Engineer Elliot, bill of July 12, 1912\$ 3.95
And bill of September 1, 1912 18.18— 22.13
Fort Myers Plumbing and Tin Shop, Supplies
furnished Engineer Elliot, bill of July 1, 1912 22.85
F. A. Forbes, Supplies furnished Engineer
LaBruce, bill of September 1, 1912 5.57
Furst-Clark Construction Company, 1 drum
Gasoline furnished Engineer Elliot, bill of August 31, 1912
Everglade Grocery Company, Supplies furnished Engineer Elliot, bill of August 31,
1912 145.59
The Ferro-Machine and Foundry Company,
One Piston and other Machine supplies, bill
of September 3, 1912
Berryhill-Cromartie Company, Supplies fur-
nished Engineer Elliot, bill of August 30,
1912
Heitman-Evans Company, Supplies furnished
Engineer Elliot, bill of July 1, 1912 19.65
D. Lapham & Son, Supplies furnished Engineer Frederick, bill of June 17, 1912
C. H. Murray, Hauling of material and supplies
during flood period, account Engineer Elliot,
bill of August 1, 1912
James B. Hill, 1 Tractor, for use in
surveying the Everglades\$2,000.00
Freight on same 242.00
\$2,242.00
Less: Cost transporting machine
Ft. Lauderdale to Everglades (to
be paid A. W. Shackleford), \$30.00;
· Cash advanced by F. C. Elliot (to
be paid F. C. Elliot), \$54.06 84.06— 2,157.94

M. L. Heiss, Expenses incurred account Lock	
Construction, bill of August, 1912	34.84
A. W. Shackleford, Cost transporting Tractor	
from Ft. Lauderdale to Everglades, (by direc-	
tion of Mr. Hill and deducted from his bill	
for the Tractor), bill of March 30, 1912	30.00
F. C. Elliot, Cash advanced account	
Tractor (by direction of Mr. Hill and	
deducted from his bill for the Tractor), \$ 54.06	
Expenses incurred prior to and during	
August, 1912	-174.62
Thos. E. Frederick, Transportation of self	
from work, by motorcycle, during August,	
1912, at \$5.00 per week, bill of August 30,	00.50
1912	22.50
Middle Florida Ice Company, 2 bottles Dis-	
tilled Water for office Chief Drainage En-	=0
gineer, bill of August 31, 1912	.50
Lake Worth Mercantile Company, Supplies	
furnished Engineer R. F. Ensey, bill of	24.94
August 14, 1912	24.94
\$1:	2.821.56

The following communications with reference to the Tractor, and the bill for same, which is included in the above list of bills approved for payment this date, were presented and ordered placed of record:

"Tallahassee, Florida, September 18, 1912.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Florida.

Gentlemen:—I am transmitting herewith the bill of James B. Hill for the Everglades Tractor. This machine has been thoroughly tested by Mr. F. C. Elliot, and I am

transmitting herewith a letter received from Mr. Elliot in reference to the trial of this machine.

I have seen the machine in operation and have carefully examined it, and from my own personal knowledge I am satisfied that it is especially adapted to the work in the Everglades, and will not only make the survey of the Everglades practicable, but will greatly reduce the cost of the work. I therefore recommend its acceptance and the payment of the amount due Mr. Hill.

Very respectfully,

(Signed)

J. O. WRIGHT, Chief Drainage Engineer."

"Tallahassee, Florida, September 18, 1912.

Mr. J. O. Wright, Chief Drainage Engineer, Tallahassee, Florida.

Dear Sir:—In accordance with your recent request that I inform you in regard to the work of the Tractor I beg to submit the following conclusions which I have arrived at after a careful and convincing test of the machine.

The Tractor has covered, while in my charge, about 160 miles. It has been operated on surveys both for canal work and land subdivisions, reports of which I have forwarded to you from time to time.

It has operated satisfactorily and successfully.

It is well adapted to the work and through thorough trial has abundantly proven its value and economy. Its use will make the survey of the Everglades perfectly feasible and practicable and prove of great economy both of time and expense.

It is a question of either using this Tractor on the interior Everglade survey work, or abandoning the same as impracticable without its use.

Yours very truly,

(Signed)

F. C. ELLIOT, Assistant Engineer." Estimate No. 26 of the work done by the Furst-Clark Construction Company in the Everglades, for the month of August, 1912, was presented. The Estimate showed that during the month of August, 1912, 502,735 cubic yards of earth and 47,277 cubic yards of rock had been excavated, which, at 8 cents percubic yard for earth and 20 cents per cubic yard for rock, amounted to \$49,674.20.

The Trustees ordered the Estimate filed and instructed the Secretary to draw checks in payment of same.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Fla., September 30, 1912.

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, Comptroller.
J. C. Luning, Treasurer.
Park Trammell, Attorney General.
W. A. McRae, Commissioner of Agriculture.

On August 9th, at a meeting of the Trustees, it was unanimously agreed by all members present that some well-known engineers on lock construction be employed by the Trustees to examine and pass upon the present plans and specifications of locks in the Drainage District.

Therefore, upon the recommendation of General W. G. Bixby, Chief Engineer of the U. S. Army, Major John Stephen Sewell, late of the corps of U. S. Engineers, was employed to examine the plans. The services of Mr. Ben Johnson, who for the past four years has been in actual charge of the construction of locks and dams in the Panama Canal, were also secured. These gentlemen met in Tallahassee on September 26th, and, after a careful and thorough examination of the plans, specifications and all other data pertaining to these locks, they submitted the following report:

Tallahassee, Fla., September 28, 1912.

Trustees of the Internal Improvement Fund and Board of Drainage Commissioners.

Gentlemen :-

The undersigned, having been called into consultation with your Board and the Chief Drainage Engineer in connection with the locks and dams about to be constructed in the Everglade drainage canals, have the honor to submit the following report:

We have examined the general plan of the work so far as the utility of the locks for navigation purposes and of the dams and sluice ways for controlling the flow of water are concerned, and we find the general plan entirely practicable from this point of view, which is the only one we have considered.

So far as the dams and sluice ways are concerned, we find as follows: The five sluice gates in the dam at the lower end of the North New River Canal, having an ag gregate area of 100 square feet, are able to carry out more water than the canal can deliver to them within its banks when it is filled to the brim. We find that under these conditions the capacity of the canal itself is about 871 cubic feet per second; under the same conditions the sluice ways with the gates wide open have a discharging capacity of over 1,400 cubic feet per second. The conditions assumed in making the calculations which lead to

the above results are the worst that can happen in the absence of such extraordinary rainfall and resultant floods as to totally exceed the capacity of all the works. Under these conditions the water reaching the general vicinity of the lower lock would no longer be confined within the canal and much of it would escape by other means than the sluice gates. It is highly probable that if it could be confined within a channel that would deliver it to the sluice gates, the gates would still handle it.

The plan for the dams at the heads of the canals provides for 4 sluice gates in each dam with an aggregate area of 128 square feet. Under the most unfavorable conditions, with the canal flowing full and the lake at a level only 1 foot higher than the water in the canal on the lower side of the dam, these sluice gates would have a discharging capacity of not less than 600 cubic feet per second. The capacity of the canal under the same conditions is 476 cubic feet per second. These conditions would obtain when the level of the water in the lake is at 20 and that in the canal below the dam at 19, which is practically bank full condition. Should the water in the lake rise higher than 20 the discharging capacity of the sluice gates would be very largely increased.

So far as the locks are concerned, the most striking feature about the proposed plan is the proposition to build the locks without a coffer dam. So far as we know this has not been done before, but for reasons which will be stated in more detail in a supplemental part of this report, we believe it can be done in this case. Whether it can be successfully done or not is susceptible of final determination at small cost. The method of making this determination will also be set forth in detail. We recommend that the practicability of the method be determined before a contract is let. The cost of the necessary experiments will probably not exceed three or four hundred dollars. Assuming that the method will be proven practicable, the lock as planned, with some modifications

suggested later, will undoubtedly be successful for the purposes for which it is to be built and the cost would be within reasonable limits.

The detailed suggestions which we have to submit are set forth below in a supplemental report, which will probably be more especially useful to the engineers in charge of the work.

Respectfully submitted,
(Signed) BEN JOHNSON,
JOHN STEPHENS SEWELL.

Detailed suggestions relative to OKEECHOBEE LOCKS AND DAMS submitted by Ben Johnson, M. Am. Soe. C. E., and John Stephen Sewell, M. Am. Soe. C. E.

- 1. The formulas used by us in computing discharges were as follows:
  - a. For open channels, Kutter's formulas.
- b. For the capacity of sluice gates, assuming them as large submerged rectangular orifices, the formula for the theoretical velocity due to the head, multiplied by the area of the opening and by a coefficient of 6-10.

#### The Lock.

- 1. It is recommended that the crest of the down stream miter sill be placed at elevation 10. This gives the lock a definite lift of 2 feet. Whether the desirability of this is apparent at the present time, we believe that if any appreciable amount of navigation should develop on the canals in the future, the absolute necessity for a lift of at least 2 feet will become apparent. The reduction in height of the down stream miter sill will save enough in concrete to pay for the increased cost of the lower lock gates.
- 2. Considering the small heads under which the lock will be operated when in service, we do not consider it

necesary of design the side walls of the lock heavy enough to resist the maximum pressure which will occur during construction. This pressure will occur but once and the walls can be braced against it as long as it exists. Should the lock have to be pumped out in the future the walls can be braced just as they will be during construction. Under these conditions we think that plain side walls of non-reinforced concrete with a rectantangular section or else a very slight batter would be simpler and less expensive than the series of piers with reinforced concrete walls shown on the present plan. We recommend that this form of wall be adopted. Approximate calculations indicate that the average thickness should probably be about 4 feet 6 inches. If it is desired to batter the walls a width of 4 feet at the top and 5 feet at the bottom would be a good section, but it is not intended that the constructing engineer should be tied down to details of this kind. We believe, how ever, that a top width of at least 4 feet is desirable.

The plan for building the canal without a coffer dam is based on the practicability of seting up forms for sections of the wall, sealing them at the bottom on the outside, then pumping them out so that access can be had to the foundation before any masonry is put upon it. We believe that by the use of broad canvas flaps fastened around the form, near the bottom, and so arranged that after the form is in place, they may be allowed to fall flat on the bottom around the form, the water pressure will cause the canvas to seal the joint at the bottom of the form, when the water inside is pumped out. This method has proven successful in sealing the bottom of other forms used under somewhat similar conditions, but for other purposes. No reason is apparent why it should not be successful in this case. It is recommended that the Board have a suitable form built and equipped with canvas flaps that this form be set in position on the site of one of the locks and pumped out; that this experiment

be carried to such a point as to demonstrate conclusively whether the method will or will not be successful. This is the experiment the cost of which is estimated at not more than three or four hundred dollars. If successful, it will save the State probably not less than \$7,500 for each lock, which would be the approximate cost of the coffer dam that would otherwise be required. We regard it, however, as absolutely essential that the foundation upon which the lock masonry is to rest shall be exposed to view ith the water excluded. It can be thoroughly cleaned off and put into such condition that there can be no doubt that the work shall be properly done at the point where the masonry rests on the foundation. This is perhaps the most vital point in the entire lock.

Should the above experiment prove unsuccessful, a coffer dam, of course, will be required.

It is suggested that the question of the best length for the lock be given further consideration. It appears to us probable that the proposed width of 22 feet in the clear is about right and as great as it should be made; but perhaps the requirement of vessels of the most economical type will ultimately call for a distance of not less than 112 feet between centers of hollow quoins instead of the lesser distance shown on the plan. Questions of cost should be considered in this connection as a matter of course, but, judging by experience with similar locks elsewhere, we think it highly probable that the greater length will ultimately be very desirable, if not absolutely necessary.

We recommend that the side walls of the lock be extended four feet farther at both ends than the present plan calls for. We recommend that where the gate recesses come, the outer sides of the lock walls be offset so as to maintain a uniform thickness, and that from this point on the outer walls or the outer sides of the walls be continued flush with that portion opposite the gate recesses. The result will be to make the walls beyond the

lock chamber thicker than the side wall of the chamber by the depth of the gate recesses. The object of this is to give a good firm masonry abutment of sufficient strength to resist successfully any blows that they may receive from badly steered boats, or boats beyond control.

We think it would be well to consider the question of using no back filling behind the lock wall next to the bank, but to leave the entire lock surrounded with water so that both walls will be "river" walls. This will lessen the strain on the walls during the entire life of the lock. It will necessitate a short wing dam to connect the upstream end of the wall next to the bank with the bank itself. It is practically certain, however, that such a wing wall would be required in any case to prevent scour, and probably this wing wall would not be any more expensive if the back fill is omitted than it would be if the back fill is used. Probably a small sluice gate would be desirable to provide for flushing the space between the bank of the canal and the near lock wall.

One of the most important points in connection with these locks is the question of the bottom of the chamber. At the level at which it is proposed to begin the masonry of the walls there is a thin ledge of limestone; under this is a layer of sand and shells; under that again is another thin layer of limestone, then more sand, then another thin layer of limestone and then clay. The bottom of the lake is below the top surface of the clay, so that the water of the lake has free access to the layers of sand between the layers of limestone. Under these circumstances, in the absence of precaution to prevent it, when the lock chamber is pumped out the pressure from the water in the lake might cause one or more of the layers of limestone to blow up. For a time it seemed that an invert of concrete would be necessary to prevent this, but further consideration led us to believe that this can be avoided. We recommend that before the lock chamber is pumped out holes be drilled through the upper layer

of limestone about three feet on centers in both directions over the entire area of the lock floor, including all the space between the temporary stop logs which will be used to close the chamber before the gates are in place. These holes will permit some water to escape upwards into the lock chamber and thus relieve the pressure. The chamber will, of course, have to be kept pumped out until the work on the inside of the lock is completed. In addition to the holes, however, we recommend the following precaution. The lowest miter sill is three feet above the top ledge of limestone. This three feet is dead space and practically all of it could be filled up with any material which did not interfere with the operation of the gates. After the holes are drilled, we recommend that this space be filled up to a height of thirty inches above the limestone, that is to elevation 9.5' with broken stone taken out of the canal below. This stone should be of graded sizes so as to make as compact a mass as possible. The wall of this material will serve to hold down the ledge of limestone against any pressure which may remain after the relief afforded by the weepholes above described.

The miter walls will have to be built up from a thoroughly clean surface of limestone ledge in the same manner as the lock walls. Before the stone filling above described is placed, it would probably be well to fence off the space to be occupied by the miter wall with cribbing so as to keep the stone from occupying this space. The miter walls should be built with the same care as the side walls, and they should have an abutment against the side walls in the form of a shallow inset, which can be moulded into the side walls during construction by a proper modification of the form for the side walls at the proper points.

It would be advisable to have a few dowels set in the limestone ledge grouted in with cement and projecting up eight or ten inches into all super-imposed masonry. These dowels need not be very numerous and may not be necessary at all. The question of whether they should be used or not can be settled by the constructing engineer after examining the surface of the limestone on which the masonry is to rest.

The hollow quoins are a very important feature of the lock. We recommend that they be formed in the concrete of the lock walls by means of suitable moulds set up in the forms. These moulds where they form the quoin proper should be exact duplicates of the quoin posts or at least of the portion of the quoin post which will transmit the thrust of the gates to the masonry. In order to prevent the lug on the lock side of the hollow quoin from being broken off, the gate recess should be given ample depth, probably in this case from firteen to eighteen inches. The concrete lug between the hollow quoin and the lock chamber should be rounded off so as to present no sharp angles. Especial care should be taken to secure a perfect finish and a dense quality of concrete in the holow quoin itself and in its immediate vicinity.

In the case of the lock gates the general plan of a metal gate with vertical ribs can be successfully adapted to these locks, and we recommend no change in this particular. In the details of the gates themselves, however, we would suggest that the quoin and miter posts be mads in the form of built-up channels, each composed of two angles and a plate. On the back of these channels it would be well to rivet two small angles so as to form a channel-shaped receptacle to receive the wooden parts of the quoin and miter posts. On the gate side of the post the distance between the flanges of the built-up channels should be great enough to receive the horizontal members and the skin of the gates on the up-stream side, and to receive the same members with gusset placed on the down-stream side. On the down-stream side it would be well to use one flat diagonal strap from the bottom of

the miter posts to the top of the quoin posts riveted to all the ribs where it crosses them. On the up-stream side the skin of the gates will furnish all the diagonal bracing necessary. It is suggested that the heel casting supporting the quoin posts have an upwardly projecting gudgeon, and that the quoin posts be provided with an inverted socket to fit over this gudgeon with a diametral clearance of about one-fourth of an inch. The top of the quoin posts should be provided with a gudgeon turning in a bearing provided by the anchorage. The quoin posts should be mounted eccentrically so that when the gate is closed the wooden post will be in contact with the hollow quoin, but will swing free of it the moment the gate starts to open. Both the quoin posts and the miter posts should be provided with properly shaped timber posts to make the necessary contact when the gates are closed.

On top of the gates there should be a wooden foot bridge with a light handrail, so that attendants may cross the lock quickly and safely on top of the gates. The gate when closed will be in better condition to resist the forces to which it is subject, if the contact at the miter posts is about two-thirds of the distance from the up-stream flange to the down-stream flange of the horizontal members of the gate.

Care should be taken to see that the top girder of the gate is amply strong, because with a system of vertical ribs much of the pressure from down below will be transmitted to the top girder.

There should be guide walls or guide booms at either end of each lock so that approaching vessels if not steered with great accuracy will nevertheless be guided into the lock chamber without accident. We think that in this case the best solution would consist in building isolated piers in the canal some distance from the ends of the river walls of the lock and to connect these piers with the near end of the river walls by means of floating timber booms. These isolated piers should be set so that

the opening formed by the posts and the canal bank should splay at a convenient and safe angle. Just what this angle should be can best be determined by the constructing engineer.

The above suggestions and recommendations are all that we have to offer in connection with the works under consideration. We believe that if they are carried out the work will be successful and economical, and the locks and dams will serve the purpose for which they are erected.

WE DESIRE TO EMPHASIZE AT THIS POINT THAT THE SLUICE GATES PROVIDED IN THE DAMS HAVE IN ALL CASES AND UNDER THE MOST UNFAVORABLE CONDITIONS A DISCHARGING CAPACITY GREATER THAN THE CARRYING CAPACITY OF THE CANAL WHEN RUNNING BANK FULL.

Respectfully submitted,
(Signed) BEN JOHNSON,
JOHN STEPHEN SEWELL.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Fla., Oct. 5, 1912.

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, Comptroller. Park Trammell, Attorney General. The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as counsel, September, 1912\$	208.34
C. B. Gwynn, salary as Chief Clerk, Land Department, September, 1912	150.00
Mary Herring, salary as Stenographer, 1912	
THE TAX OF THE PROPERTY OF THE PARTY OF THE	100.00
J. Stuart Lewis, salary as Secretary, September, 1912	150.00
Capital City Bank for T. J. Appleyard, 2,000 second sheets and 1,000 legal size, bill of September 2, 1912	4.60
Western Union Telegraph Company, bills for August and September, 1912, in the amounts of \$6.48 and \$7.01, respectively	13.49
W. H. Ellis, expense account from March 28 to Oct. 2, 1912	155.52
M. W. Griffis, Rec. quit claim deed from F. Q. Brown, Trustee to Trustees I. I. Fund in Clay County, bill of September 20, 1912	1.10
The following bills were presented, approved dered referred to the Board of Drainage Comm for their consideration:	
J. B. Jeffries, meats furnished Engineer R. C. Hicks, bill of Sept. 4, 1912\$	23.00
M. M. Smoak & Bro., supplies furnished Engineer L. D. Franklin, bill of Aug. 21, 1912	6.90

Berryhill-Cromartie Company, supplies	
furnished State Quarter Boat, bill of	
Sept. 1, 1912\$43.95	
Supplies furnished Engineer La-	
Bruce, bill of Sept. 1, 1912 79.77	123.72
	125.12
Everglade Grocery Company, supplies fur-	
nished State Quarter Boat, bill of Aug. 31,	
1912	53.87
Labelle Mercantile and Hardware Company,	
supplies furnished Engineer LaBruce, 4	
bills of Sept. 2, 1912, for \$42.28; \$27.14;	
\$15.60; and \$3.78	88.80
Miami Yacht and Machine Company, expense	
in connection with 'Glade boats, freight,	
drayage, etc., on same, bill of Sept. 27, 1912.	21.64
The Buckeye Traction Ditcher Company,	
chain and sprocket, bill of Aug. 13, 1912	7.75
T. B. McGahey, round piling, bill of Sept. 17,	
1912	155.25
L. D. Franklin, Transitman, September, 1912,	
17 days, at \$125 per month, \$81.72, of which	
\$75 has already been paid him	6.72
H. C. Phillips, Chainman, 4 days, at \$50 per	
month, September, 1912	7.69
Henry Zill, Chainman, 4 days, at \$50 per	
month, September, 1912	7.69
Geo. Killebrew, Axeman, 4 days, at \$50 per	
month, September, 1912	7.69
W. Z. Henderson, Boatman, 4 days, at \$50 per	
month, September, 1912	7.69
O. E. Gibson, Boatman, 4 days, at \$50 per	
month, September, 1912	7.69
F. L. Alexander, Boatman, 4 days, at \$50 per	
month, September, 1912	7.69

\$50 of this amount has been paid and the	
\$5 due covers a discrepancy in the July, 1912 payroll, September, 1912	5.00
Glenn V. Scott, Assistant Engineer, Septem-	
ber, 1912	125.00
Tom Russ, Boatman, at \$2.50 per day, 26 days, September, 1912	65.00
Ben Waldron, Boatman, at \$2.50 per day, 28	
days, September, 1912	70.00
Richard Merrin, Boatman, at \$2.50 per day, 7	
days, September, 1912	17.50
Tom Pool, Chain and Axeman, at \$2.00 per	
day, 13 days, September, 1912	26.00
J. E. Davis, Chain and Axeman, at \$2 per	
day, 10 days, September, 1912	20.00
J. A. Boyd, Chain and Axeman, at \$2 per day,	
4 days, September, 1912	8.00
L. W. Howard, Chain and Axeman, at \$2 per	
day, 8 days, September, 1912	16.00
J. C. Dyess, Chain and Axeman, at \$2 per day,	
11 days, September, 1912	22.00
E. B. Fortson, Boatman, at \$2 per day, 13	
days, September, 1912	26.00
R. H. Selvidge, Cook, at \$1 per day, 30 days,	
September, 1912	30.00
H. M. Forman, Lock Tender, September, 1912	45.00
M. L. Heiss, Lock Inspector, September, 1912	90.00
Thos. E. Frederick, rent paid on room for stor-	
ing camp outfit, Aug. 1 to Oct. 1, 1912, and	
other items, bill of Sept. 30, 1912	35.75
Thos E. Frederick, Assistant Engineer, Sep-	
tember, 1912	125.00
H. L. Belcher, Rodman, at \$50 per month, 11	01.10
days, September, 1912	21.12

R. C. Hicks, expense account for	
August, 1912 \$10.05	
Meals served on State Quarter	
Boat, September, 1912\$94.75	
less amount inventory returned. 26.62	
———————————————————————————————————————	
	78.18
R. C. Hicks, Assistant Engineer, September,	
1912	125.00
J. P. Hunter, Inst. Man, September, 1912	75.00
W. M. Lowe, Launchman, September, 1912	75.00
S. M. Hicks, Chainman, at \$2 per day, 25	
days, September, 1912	50.00
E. P. Wood, Cook, at \$1.00 per day, 26 days,	
September, 1912	26.00
F. C. Elliot, expenses incurred during Au-	
gust and September, 1912	24.60
F. L. Alexander, team hire for 1 month\$75.00	
Team hire for 19 days, at \$75 per	
month, bill of Sept. 22, 1912 45.97	
	111.27
Fort Lauderdale Garage and Machine	
Company, repairs to Traction engine,	
etc., bill of Sept. 1, 1912\$50.05	
Supplies and work account Engineer	
Hicks, bill of Sept. 1, 1912 76.00	
	126.05
A. W. Shackleford, supplies furnished ac-	
count Engineer Hicks, bill of Sept. 4, 1912	8.00
L. D. Franklin, expenses account trip to Tal-	
lahassee, bill of Sept. 30, 1912	38.05
Lake Worth Mercantile Company, supplies	
furnished account Engineer Hicks, bill of	11.00
Aug. 31, 1912	11.32
Smith's Book Store, supplies furnished Engi-	2.25
neer Fredrick, bill of Sept. 30, 1912	2.20

Dade Lumber Company, lumber furnished En-	
gineer Hicks, bill of October 1, 1912	14.60
Okeechobee Fruit Lands Company (make war-	
rant payable to Mrs. K. B. King, Ritta, via	
Ft. Lauderdale), 3 days' board at Hotel	
Okeechobee, account Inspector Jacobie, bill	
of Sept. 18, 1912	6.00
J. O. Wright, Chief Drainage Engineer, Sep-	
tember, 1912	416.66
F. C. Elliot, Assistant Engineer, September,	
1912	175.00
V. J. Randolph, Special Agent, September,	
1912	100.00
J. E. Downing, Clerk, September, 1912	50.00
H. R. Kaufman, work on typewriter in Chief	00.00
Drainage Engineer's office, bill of Oct. 1,	
1912	5.00
	5.00
Western Union Telegraph Company, bill for	0.01
September, 1912	3.61
Southern Express Company, bill for Septem-	
ber, 1912	1.55
Geo. H. LaBruce, Assistant Engineer, 18 days,	
at \$125.00 per month, September, 1912	86.53

\$ 2,891.43

Financial statement and disbursements for the month of September, 1912, were presented and ordered placed of record:

Financial statement, September, 1912:

To balance on hand Sept. 1, 1912 \$1	11,606.78
To check Southern States Land &	
Timber Company, Drainage Con-	
tribution	1,680.00
To collections wood and coal, for	
August, 1912	46.60

To check, R. J. Bolles, Drainage
Contribution 5,000.00
To interest on deposits in banks 221.29
To Land Sales, September, 1912 190.28
\$118,744.95
D. R. L
By disbursements for September,
1912 53,541.88
To balance on hand, October 1,
1912 \$ 65,203.07
RECONCILEMENT.
To cash and cash items in hands of
Secretary\$ 1,000.00
To cash in banks 64,203.07
Distributed in the following banks:
First National Bank, Tallahassee, Fla\$ 14,995.32
First National Bank, Marianna, Fla 5,892.25
First National Bank, St. Petersburg, Fla 5,297.83
First National Bank, Gainesville, Fla 4,148.35
Hillsboro State Bank Plant City, Fla 9,371.09
Bank of Palm Beach, West Palm Beach, Fla. 6,247.77
Capital City Bank, Tallahassee, Fla 5,587.13
Florida Bank, Gainesville, Fla 4,000.00
Volusia County Bank, DeLand, Fla 4,000.00
Citizens' Bank, Madison, Fla 4,152.36
Citizens' Bank, Kissimmee, Fla
Barnett National Bank, Jacksonville, Fla 125.90
Leesburg State Bank, Leesburg, Fla 106.53

# Disbursements, September, 1912:

Date. Vo	ucher No.	Amount.
Sept. 3	2804—Florida East Coast Railway Company, freight	90.00
Sept. 3	2805—W. H. Ellis, salary as Counsel, August, 1912	208.33
Sept. 3	2806—C. B. Gwynn, salary as Chief Clerk, Land Department, August, 1912	150.00
Sep <sup>+</sup> . 3	2807—Mary Herring, salary as Stenographer to Secretary, August, 1912\$75.00 stenographer to Chief Clerk Land Dept., August, 1912. 25.00	100.00
Sept. 3	2808—(Not issued).	
Sept. 3	2809—J. Stuart Lewis, salary as Secretary, August, 1912	150.00
Sept. 3	2810—Park Trammell, expenses of trip to Chicago and Kan- sas City to confer with parties relative to pur- chase of Everglade lands, Aug. 5-19, 1912	167.85
Sept. 13	2811—L. D. Franklin, salary and expenses as Engineer in Drainage District, August 1912	75.00
Sept. 19	2812—Furst Clark Construction Company, payment on ac- count of Estimate No. 26, for work done in Ever- glades, August, 1912	7,000.00

Date.	Voucher No. Amount.
Sept. 19	2813—Furst-Clark Construction
	Company, payment on ac-
	count of Estimate No. 26,
	for work done in Ever-
	glades, August, 1912 5,000.00
Sept. 19	2814—Furst-Clark Construction
	Company, payment on ac-
	count of Estimate No. 26,
	for work done in Ever-
G 10	glades, August, 1912 5,000 00
Sept. 19	2815—Furst-Clark Construction
	Company, payment on ac-
	count of Estimate No. 26, for work done in Ever-
	glades, August, 1912 35,110.45
Sont 90	2816—Ben Johnson, services as Con-
sept. so	sulting Engineer, 5 days,
	at \$25 per day and ex-
	penses
Sent 30	2817—John Stephen Sewell, services
Sept. 50	as Consulting Engineer,
	at \$75.00 per day, Sept. 26
	to 29, 1912, and expenses. 304.40
	\$ 53.541.88

\$ 53,541.88

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS,
Secretary. Governor.

Tallahassee, Fla., October 7, 1912.

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. W. A. McRae, Commissioner of Agriculture.

Minutes of September 19, 30 and October 5, 1912, were read and approved.

Mr. W. A. Roebuck appeared before the Trustees and requested them to secure a rehearing of the Commissioner of the General Land Office, at Washington, D. C., in regard to Lot 6, or S.E.¼ of N.W.¼ of Section 22, T. 37 S., R. 35 E., on the grounds that the land is Swamp and Overflowed, not more than 3 acres of the tract being high and dry, which is the condition of the land now, and has been the condition of same since he has known it, the said land having been embraced in a deed from the Trustees to Mr. Roebuck issued in 1901, and the U. S. Government having rejected the State's claim under the impression that the land was not Swamp and Overflowed.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., October 15, 1912...

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, Comptroller. Park Trammell, Attorney General. Estimate No. 27 of the work done by the Furst-Clark Construction Company in the Everglades for the month of September, 1912, showing 241,901 cubic yards of earth excavation and 21,657 cubic yards of rock excavation, which, at 8 cents and 20 cents per cubic yard, respectively, amounts to \$23,683.48, was presented and ordered paid.

The following report of the Acting Chief Drainage Engineer relative to the progress of the work for the month of September, 1912, was read and ordered placed of record:

"Tallahassee, Florida, October 11, 1912.

Trustees of the Internal Improvement Fund, Tallahassee, Florida.

Gentlemen:-

I have the honor to transmit the accompanying estimate in favor of the Furst-Clark Construction Company for the work done by their dredges on the Everglades Drainage Canals.

During the month the Dredge "Miami" continued digging rock in the North New River Canal.

The "Caloosahatchee" completed the removal of muck left in the canal on the rock ahead of the drill boat in same canal; and on September 10th was moved to the Upper Hillsboro Canal to resume work in that canal which had been abandoned since June.

The "Hicpochee" continued digging in the Upper South New River Canal, removing muck to September 30th. This dredge has progressed to station 2169, or about forty miles south from Lake Okeechobee.

During September the dredge "Loran," which had been temporarily laid off for repairs, was towed from the North New River Canal to Upper South New River Canal, and is being fitted up with a rock digging outfit. As soon as these repairs shall have been completed she will begin digging rock in Upper South New River Canal.

This will be the beginning of rock digging in this canal.

Yours very truly,

(Signed) F. C. ELLIOTT,
Acting Chief Drainage Engineer.

Estimate No. 3 of the Miami Engineering and Construction Company for work done on Snapper Creek Canal during September, 1912, was presented and ordered referred to the Drainage Commissioners for payment. This Estimate amounts to \$4,705.75, less \$470.58 per cent. retained, amount due \$4,235.17.

The following report of the progress of the work on Snapper Creek was read and ordered placed of record:

Tallahassee, Fla., October 11, 1912.

Trustees of the Internal Improvement Fund, Tallahassee, Florida.

Gentlemen :-

I have the honor to transmit herewith the accompanying estimate in favor of the Miami Engineering and Construction Company for work done by their dredge in excavating Snapper Creek Canal.

Progress this month was not as fast as during August, on account of digging through almost solid rock with very little earth overburden. This heavy rock cut extends two thousand feet farther, and then begins to decrease, accompanied by an increase of earth.

Yours very truly,

(Signed) F. C. ELLIOT, Acting Chief Drainage Engineer.

The following bills were presented and ordered paid:

Hobart Crabtree, services rendered as Inspector on work of cleaning out Miami River, 19 days, at \$5.00 per day, bill of Sept. 24, 1912 Furst-Clark Construction Company, material used and expenses incurred in cleaning out Miami River for the State, bill of Sept. 30, 1912

95.00

75.06

A telegram was received showing the necessity of the Trustees having a representative in Jacksonville on the 16th instant, and Hon. Albert W. Gilchrist was unanimously requested to go to Jacksonville in the interests of the Trustees.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, recommended the purchase of a current meter and two water gauges for use in the Drainage District. He was instructed to purchase the same by the Trustees.

The Acting Chief Drainage Engineer was instructed to make plans and specifications for a canal from Lake Okeechobee to Palm Beach, to be 70, 75 and 80 feet on bottom, and submit same to the Trustees as soon as practicable, so that bids could be advertised for.

The Secretary was instructed to write Mr. L. S. Warner, Secretary of the Pompano Board of Trade, that the Trustees were ready to commence work on the Cypress Creek Canal, and ask that the \$5,000.00 subscribed towards this work by the people of Pompano be placed to the credit of the Trustees of the Internal Improvement Fund.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

# Tallahassee, Fla., October 18, 1912.

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, Comptroller.
J. C. Luning, Treasurer.
W. A. McRae, Commissioner of Agriculture.

Minutes of Oct. 7 and 15, 1912, were read and approved.

Hon, W. A. McRae, Commissioner of Agriculture, presented an application from S. A. Anderson to purchase 160 acres of land located on Menzies River, in the Everglades, the letter stating that the applicant had located on said land and made improvements thereon. Mr. Mc-Rae was instructed to write Mr. Anderson that the land requested by him was not on the market, that he had no right whatever to go upon this land and make improvements upon the same without permission of the Trustees, that no permission had been given Mr. Anderson to go upon this land, that the Trustees did not recognize that by going upon this land without the permission of the Trustees gave him any claim whatever to said land or the prior right to purchase same, and that unless satisfactory arrangements were made between him and the Trustees to pay a proper and reasonable rental for use of said land he would be required to vacate the land and remove whatever improvements he had placed thereon without their authority or permission.

The Trustees accepted the bond of the Miami Engineering and Construction Company in the sum of \$18,000.00, with A. A. Boggs and H. M. Matheson, of Dade County, as sureties, and one hundred and twenty shares of stock of One Hundred Dollars each of the Westmore-

land Company, a Florida corporation, as collateral, subject to the proper approval of the bond by the attorney of the Trustees.

The Honorable Commissioner of Agriculture, W. A. McRae, was requested to confer with the Attorney General with a view to having placed of record whatever is considered necessary to perfect the chain of title so far as it is possible for the Trustees to do relative to certain reconveyances of Florida Improvement Company and Edwin M. Studwell, directed by order of U. S. District Court May 18, 1871.

The Secretary was instructed to write Hon. E. J. L'Engle that the Trustees are desirous of closing sale of the ten thousand acres of land with the Otis Syndicate, and that said Trustees had made all the concessions and modifications that could be expected, and no other changes would be made.

The following bills were presented, approved and ordered paid:

Albert W. Gilchrist, expenses of trip to New	
York at request of Trustees, September 10- 15, 1912	64.45
Z. T. Merritt, Clerk Circuit Court, Dade County, Rec. assignment Brown to Trustees	
and rec. Q. D. Jacobs Est. to Trustees, bill of Oct. 11, 1912	4.30
N. Barco, 3 days work as Land Inspecting and Selecting Agent, at \$100.00 per month	
and expenses, bill of October 9, 1912	16.08
J. C. Luning, expenses of trip to Spartanburg, S. C., and return on account of business con-	
nected with Trustees, August 26-28, 1912	35.95

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Drake Lumber Company, lumber used on Snapper Creek bridge and Miami Lock, bills of July 30, Aug. 1, 7, 8 and Sept. 30, 1912, aggregating	657.67
Miami Engineering and Construction Company, labor and supplies account Snapper Creek bridge, bill of Oct. 1, 1912\$246.08	
Labor on temporary bridge, bill Oct. 1, 1912 14.00	260.08
Dade Lumber Company, lumber furnished Engineer G. V. Scott, bill of Sept. 30, 1912	2.40
Berryhill-Cromartie Company, supplies furnished account State Survey, bill of June	
1, 1912	24.55
and Tape Splices, bill of Oct. 3, 1912	8.00
J. A. Dann, bolts and rods for use on Snapper Creek Canal bridge, bill of Sept. 30, 1912	12.80
Florida Rock Company, lumber for Miami Canal lock, bill of October 3, 1912	28.10
The S. B. Hubbard Company, supplies furnished Engineer L. D. Franklin, bills of	
Aug. 13 and Sept. 30, 1912, aggregating  The H. & W. B. Drew Company, supplies fur-	45.37
nished office Chief Drainage Engineer, bill of Oct. 8, 1912	1.55
Merrill-Stevens Company, hauling Furst-Clark Construction pipe from F. E. C. to shops,	
bill of Sept. 30, 1912	10.00
Creek Canal bridge, bill of Sept. 30, 1912 Racine Boat Company, connecting rod and	12.62
bushings, bill of July 18, 1912	8.50

used on Snapper Creek Canal bridge, bill of Sept. 1, 1912	20.38
Termaat & Monahan Company, connecting rod	
for 24-horsepower motor, bill of Aug. 31,	6.50
Al. Roan, moving of camp, etc., account En-	0.00
gineer R. F. Ensey, bill of May 4, 1912	56.00
M. L. Heiss, expense account as Lock Inspec-	
tor, for September, 1912	34.50
J. H. Jacobie, salary as Inspector, September, 1912	60.00

\$ 1,249.02

The Trustees then adjourned.

## Attest:

# ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Fla., October 24, 1912

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

## Present:

Albert W. Gilchrist, Governor.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

Minutes of October 18, 1912, were read and approved. Application of J. R. Jackson, of Ponce de Leon, Florida, for the purchase of the W.½ of S.E.¼ of Section 7, T. 3 N., R. 17 W., was presented, and the Commissioner

of Agriculture, Hon W. A. McRae, was instructed to sell Mr. Jackson the above land, amounting to 80.80 acres, at \$2.50 per acre, upon payment of \$50.00 cash, \$100.00 November 15, 1913, and \$52.00 November 15, 1914, with interest on deferred payments at the rate of 6% per annum.

The Trustees then adjourned.

Attest:
J. STUART LEWIS,

ALBERT W. GILCHRIST,

Governor.

Secretary.

Tallahassee, Fla., October 30, 1912.

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, Comptroller.
J. C. Luning, Treasurer.
W. A. McRae, Commissioner of Agriculture.

The Attorney for the Trustees, Hon. W. H. Ellis, presented the matter of certain Government Reports, of which he had information, and stated that he considered it very necessary that Governor Gilchrist and, if possible, Senators D. U. Fletcher and N. P. Bryan, go to Washington to consult with the authorities in reference thereto.

It was the unanimous opinion of the Trustees present that Governor Gilchrist should proceed to Washington, as suggested by Mr. Ellis, and he was requested to do so, and that Senators Fletcher and Bryan be requested by wire to accompany the Governor upon this trip. The Secretary was instructed to wire Senators Fletcher and Bryan to this effect. It was also deemed advisable for Mr. Ellis, as counsel for the Trustees, to accompany Governor Gilchrist upon this trip, which he was requested to do.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Fla., November 2, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

#### Present:

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

Hon. W. V. Knott, Comptroller, was made Chairman. A letter was presented from Mr. R. E. Colcord, representing the Colorado-Florida Land Company, stating that his clients had bargained to purchase 10,327 acres of land in Palm Beach County, contained in a deed now held in escrow by the First National Bank of St. Augustine, Florida; that they were very desirous of obtaining a deed to said land, and, unless they could obtain a deed shortly, would not care to purchase said land.

Mr. Colcord desired to know if there was not some way by which a deed to this land could be secured before the completion and acceptance of the canal of the Florida Coast Line Canal and Transportation Company by the Trustees, this land being contained in a deed made to the said Canal Company in consideration of the cutting of said canal and placed in escrow in the First National Bank of St. Augustine.

The Trustees decided that if the Colorado-Florida Land Company would deposit with the First National Bank of St. Augustine funds to the amount of the purchase price agreed to by said Canal Company, same being \$2.65 per acre, for the number of acres they desired, to be held by said bank under the same terms and conditions that the land so released occupied, and would apply for and procure the consent of the Directors of the Florida Coast Line Canal and Transportation Company to the transaction, filing said consent with the Trustees of the Internal Improvement Fund, the Trustees would execute a deed to said lands to the said Colorado-Florida Land Company.

The Trustees then adjourned.

Attest:

J. STUART LEWIS, Secretary. W. V. KNOTT, Comptroller.

Tallahassee, Fla., November 2, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

## Present:

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, having just returned from a trip of inspection of the work

in the Everglades, made the following report, which was approved and ordered placed of record:

Tallahassee, Florida, November 1, 1912.

Trustees Internal Improvement Fund, Tallahassee, Fla. Gentlemen:—

I beg to submit the following report relative to the drainage work in the Everglades:

# WORK OF DREDGES UNDER FURST-CLARK CONSTRUCTION COMPANY'S CONTRACT.

Upper Hillsboro Canal;

The dredge Caloosahatchee discontinued digging muck on the 10th instant, and is being repaired and fitted up with a new boom for rock digging. She will resume work about November 15th.

# Upper South New River Canal:

The dredge *Hicpochee* continues digging muck, and is at present located forty-five miles south of Lake Okeechobee and about three miles above the point of intersection with the east and west tangent from the lower South New River Canal. From this point of intersection to the west end of the lower South New River Canal the distance is approximately nine and a half miles, and from the same point to the upper end of the Miami Branch the distance is approximately ten miles. The Contractor desires to make the connection with the Lower South New River Canal first, as it will greatly shorten their haul and will enable them to keep their forces concentrated at Fort Lauderdale.

The dredge *Loran*, which had been repaired and placed in the South Canal to dig rock, has made slow progress. An attempt is being made to break the rock by surface

blasting, but the rock has proven too hard for this method of blasting and the dredge has been unable to make much headway.

# Upper North New River Canal:

The dredge *Miami* continues to dig rock in this canal—making normal progress. The drill boat is working about five hundred feet in advance of the dredge and is encountering softer rock than for the past several months.

The Construction Company is desirous of evacuating this canal for the present, in order to move their machines to more advantageous territory, and also to leave the canal open for outside traffic during the winter season, which they claim would be an annoyance to the dredges if they permit passage while their dredges and drill boats are at work.

# Miami Engineering and Construction Company's Dredges.

The dredge in Snapper Creek Canal has just reached the rock road and discontinued work at this point.

## Snake Creek Canal:

The dredge operated by the Miami Engineering and Construction Company, for the Everglades Land Sales Company, is within one or two hundred feet of the point where the canal work will be taken in charge by the State. The upper portion of this canal has been dug on a grade of approximately .3 feet per mile, xtending from South Canal southward about seven miles; thence eastward about three miles and a half having at its lower end a depth of about eight feet. According to our profile of the State portion of the canal, the depth of cut at the upepr end, or at the point where the State work begins, is approximately six feet with a bottom width of twenty-

five feet. This sudden change of grade from a lower to a higher elevation will cause a back-water at this point in the bottom of the canal, and its deeper portion will eventually fill with silt deposited in the back-water. It will be highly advantageous to continue this canal with the same depth that has already been dug. By narrowing the canal from twenty-five to twenty feet (the width obtaining in the upper portion) and lowering the grade two feet at the upper end and one foot at the lower end the increased excavation would amount to approximately 36,000 cubic yards, in the ratio of about 28,000 cubic yards of rock and 8,000 cubic yard of earth amounting to a cost of \$8,000,00 The saving in excavation in narrowing the canal from twenty-five to twenty feet on the bottom will amount to, approximately, 35,000 cubic yards, in the ratio of aproximately 9,000 cubic yards of rock and 26,000 cubic yards of earth, amounting to a cost of \$4,825.00. The total cost of excavating the shallow canal is estimated at \$20,800, and the deep canal is estimated at \$23,975.00. The capacity of discharge in the canal six feet deep and twenty-five feet wide with a grade of .13 feet per thousand feet, as originally planned, is 302 cubic feet per second: the capacity of a canal twenty feet wide on the bottom and eight feet deep with a grade of .10 feet per thousand feet would be 314 cubic feet per second, a balance The increased slightly in favor of the deeper canal. cost of the canal twenty feet wide on the bottom and eight feet deep is approximately \$3,175.00. The effect of lowering the grade and decreasing the width on the lower end of the canal, as regards relative discharge, is inconsiderable, but the effect on the upper part greatly increases the flow in that portion and makes a canal of much better proportions, extending the benefit to the relief of the main South New River Canal. This canal, when not taxed by local overflow, will be capable of carrying thirty per cent. of the water from South Canal. Taking into consideration the elimination of the back filling by the deposition of silt, the increase in the capacity of the deeper canal, together with the importance of the canal in relieving or taking care of a large portion of the flow from the South New River Canal into New River, which is already taxed to its utmost capacity by the discharge of the canals into the same, I believe that the extra cost of making the above changes will be justified.

# Cypress Creek Canal;

The dredge, which has been working in Snapper Creek Canal, is now being moved to the point where the digging of Cypress Creek Canal will be begun. I visited this location, went over a portion of the route, and everything is in readiness for the dredge to begin work.

## Miami Lock No. 1:

Construction work on the lock has not been satisfactory. The Contractor has completed the construction of his coffer dam for the lock chamber, but has not yet been able to unwater the coffer dam so that an inspection can be made of the bottom. The coffer dam itself is quite leaky, occasioned by not taking proper precaution to secure close fitting and lapping of sheet piling. tion to this, water is coming up through the bottom inside the enclosure, and also from under the bank on the shore side of the lock, which is not sheet piled. I discussed the situation with the Contractor, and he is now at work on repairing and stopping the leaks in the coffer dam, and in excavating material from the bottom. A large pump will be installed to assist the small ones already at work in unwatering, and we expect to expose the bottom for inspection, and the inside of the coffer dam for a thorough caulking and repairing.

# Establishing Weather Stations:

Arrangements have been made to establish a weather station on the south shore of Lake Okeechobee, and at Lock No. 1, on North New River Canal. Daily records will be kept showing temperature, rainfall, condition of weather, elevation of water in Lake Okeechobee and elevation in the canal at lock station. The present elevation of water in Lake Okeechobee is 21.6 feet, or about one and one-half feet above normal. The lake continues to overflow all along its south shore.

Florida Coast Line Canal:

I directed one of our engineers, Mr. Glenn V. Scott, to begin examination and report of the conditions on that part of the Coast Line Canal known as the Matanzas-Halifax Cut. Mr. Scott and myself went to St. Augustine and looked up the maps, profiles and cross-sections in the office of the Canal Company, and went over the work with Mr. Kendrick, the engineer representing the Trustees for that Company. A thorough investigation is now being made of the above work.

Yours very truly,

(Signed) F. C. ELLIOT, Acting Chief Drainage Engineer.

The Trustees then adjourned.

Attest:
J. STUART LEWIS,
Secretary.

W. V. KNOTT, Comptroller.

Tallahassee, Florida, November 7, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

## Present:

W. V. Knott, Comptroller.
J. C. Luning, Treasurer.
Park Trammell, Attorney General.
W. A. McRae, Commissioner of Agriculture.

Minutes of October 24, 30 and two minutes of November 2, 1912, were read and approved.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as counsel, October, 1912\$	208.34
C. B. Gwynn, salary as Chief Clerk, Land De-	
partment, October, 1912	150.00
Mary Herring, salary as stenographer to	
Secretary, October, 1912\$75.00	
Salary as Stenographer to Chief	
Clerk, Land Department, October,	
1912 25.00	
	100.00
J. Stuart Lewis, salary as Secretary, October,	
1912	150.00

Owing to the inability of the Engineers in charge of the work in the Everglades to obtain cooks at \$1.00 per day, it was ordered that beginning with November 1, 1912, each party should be allowed a cook at \$40.00 per month.

The following bills were presented, approved and ordered referred to the Board of Drainage Commissioners for their consideration:

Thos. E. Frederick, Assistant Engineer, Octo-	
ber, 1912\$	125.00
D.  A. Smith, Rodman, 8 days, at \$50.00 per	
month, October, 1912	15.36

Thos. E. Frederick, expense account as Assist-	
ant Engineer, October, 1912	33.70
L. D. Franklin, expense account as Assistant	
Engineer, October, 1912	40.25
L. D. Franklin, salary as Assistant Engineer,	
24 days at \$125.00 per month, October, 1912.	115.38
H. C. Phillips, Head Chainman, at \$65.00 per	
month, 23 days, October, 1912	57.50
J. H. Zill, Rear Chainman, at \$50.00 per month,	
23 days, October, 1912	44.23
R. C. Hicks, subsistence account for October,	
1912	107.75
R. C. Hicks, expense account for October, 1912	15.87
R. C. Hicks, Assistant Engineer, October, 1912	125.00
J. P. Hunter, Inst. Man, October, 1912	75.00
W. M. Lowe, Launchman, October, 1912	75.00
S. M. Hicks, Rodman, at \$2.00 per day, 27	
days, October, 1912	54.00
F. P. Wood, Cook, at \$1.00 per day, 31 days,	
October, 1912	31.00
M. L. Heiss, expense incurred on Lock Con-	
struction, October, 1912	36.10
M. L. Heiss, salary as Lock Inspector, October,	
1912	90.00
L. D. Franklin, subsistence account,	
September, 1912\$30.75	
Subsistence account, October, 1912 81.00	
	111.75
H. M. Forman, salary as Lock Tender, October,	00
1912	45.00
F. C. Elliot, expenses of trip of inspec-	
tion of work in the Everglades, as	
Acting Chief Drainage Engineer, Oc-	
tober 20-30, 1912\$90.33	
Items of expense account office 4.45	94.78
	94.10

F. C. Elliot, salary as Acting Chief Drainage	
Engineer, October, 1912	175.00
V. J. Randolph, salary as Special Agent, Octo-	
ber, 1912	100.00
J. E. Downing, salary as Clerk, October, 1912	50.00
McMurray & Baker, supplies account Engineer	
Hicks, bill of October 19, 1912	12.00
Baker & Holmes Company, cement, 150	
barrels, bill of October 11, 1912\$288.00	
Demurrage on car, bill of October 16,	
1912 2.00	
	290.00
Florida Rock Company, delivery of cement	
from F. E. C. depot to Miami Canal Lock,	22.22
bill of October 12, 1912	32.80
The H. & W. B. Drew Company, supplies	
for office Chief Drainage Engineer, bill	
of October 5, 1912\$ 1.75	
Supplies for Assistant Engineer Scott, bill of October 23, 1912 3.00	
Supplies for office Chief Drain-	
age Engineer, bill of October	
23, 1912 \$2.40	
and bill of October 28, 1912\$4.15	
\$6.55	
	11.30
Frank T. Budge, hardware account Engineer	
Hicks, bill of September 27, 1912	8.80
Dade Lumber Company, lumber account Engi-	
neer Hicks, bill of September 29, 1912	1.35
Lake Worth Mercantile Company, supplies ac-	
count Engineer Hicks, bill of September 30,	18.39
1912	18.59
The S. B. Hubbard Company, supplies furnished Engineer Hicks, bills of October 18	
and October 23, 1912, \$19.54, \$118.68	138.22
and occount so, total, wronsi, fraction	

The McCrimmon Lumber Company, lumber	
furnished Engineer Thos. E. Frederick, bill of November 1, 1912	3.00
Gulf Refining Company, gasoline fur-	
nished as follows: Ticket No. 1910,	
July 13, 1912\$34.56	
Ticket No. 10233, August 13, 1912 34.56	
Ticket No. 10469, September 1, 1912 36.72	
11cmct 10. 10100, september 1, 1021.	105.84
Berryhill-Cromartie Company, supplies as per	
bill of October 18, 1912	17.21
Fort Lauderdale Garage and Machine	
Company, supplies furnished Engineer	
Hicks, bill of October 1, 1912\$66.70	
Propeller for launch "Revere," bill of	
October 1, 1912 18.50	
	85.20
H. R. Kaufman, repairing numbering stamp,	
bill of November 1, 1912	.50
J. F. Hill, Stationers' supplies, bill of Novem-	
ber 1, 1912	1.05
Southern Express Company, bill for October,	
1912	.95
Western Union Telegraph Company, bill	
for October, 1912, account office Chief	
Drainage Engineer\$ 4.28	
Bill for October, 1912, account Trus-	
tees 8.15	10.49
	12.43
Capital City Bank for T. J. Appleyard, 2,000	
second sheets, for Trustees, bill of November	4.00
1, 1912 Assistant Engineer	1.00
Glenn V. Scott, salary as Assistant Engineer, October, 1912 (3 days of this time devoted	
to inspecting canal of Florida Coast Line C.	
& T. Co.)	125.00
& 1. CO.)	

J. L. Hays, Inspector, at \$100.00 per month, 2 days, October, 1912	7.70
Geo. H. LaBruce, salary as Engineer, 13 days, at \$125.00 per month, October, 1912	38.47
W. T. Russ, Boatman and Chainman, 29 days, at \$2.50 per day, October, 1912	72.50
Ben Waldron, Boatman and Chainman, at \$2.50 per day, 28 days, October, 1912	70.00
Tom Pool, Lineman, at \$2.00 per day, 27 days, October, 1912	54.00
J. E. Davis, Lineman, at \$2.00 per day, 26 days, October, 1912	52.00
J. A. Boyd, Lineman, at \$2.00 per day, 26 days, October, 1912	52.00
L. W. Howard, Lineman, at \$2.00 per day, 22 days, October, 1912	44.00
R. H. Selvidge, Cook, at \$\$1.00 per day, 31 days, October, 1912	31.00
Geo. H. LaBruce, to 540 meals served during September, 1912, at 25 cents	
each	
304.50	
Less amount of inventory rendered September 1, 1912	
100.05	
Alex McDougall, Postmaster, postage account Drainage Commissioners, bill of October	
31, 1912	.58

Financial Statement and Disbursements for the month of October, 1912, were presented, approved and ordered placed of record:

Financial Statement for October, 1912.	
To balance on hand October 1,	
1912\$ 65,203.07	
To Land Sales, October, 1912 113.68	
To Int. on Deposits in Banks 641.93	
To Collections on Wood and Coal,	
September, 1912 59.40	
To Check Everglades Sugar and	
Land Co., Drainage Contribu-	
tion	
To Check E. C. Chambers, Sep-	
tember and October, 1912, pay-	
ment on land 10,000.00	
To Check, Trespass on lands,	70 100 00
Covington	18,199.89
By Disbursements for October,	28,606.30
1912	26,000.00
To Balance on hand, November 1,	
	49,593.53
1012	
Reconcilement.	
To cash and cash items in hands	
of Secretary\$ 1,000.00	Bully S.
To cash in banks	49,593.53
Distributed in the following banks:	
First National Bank, Tallahassee, Fla\$	8,490.23
First National Bank, St. Petersburg, Fla	5,330.94
First National Bank, Gainesville, Fla	4,174.85
First National Bank, Marianna, Fla	5,929.07

Bank	of	Palm Beach, West Palm Beach, Fla	6,286.81
Capit	al	City Bank, Tallahassee, Fla	5,622.04
		Bank, Madison, Fla	4,178.32
		Bank, Gainesville, Fla	4,000.00
		County Bank, DeLand, Fla	4,000.00
		National Bank, Jacksonville, Fla	253.90
		ough State Bank, Plant City, Fla	327.37
		*	48,593.53
D:		manuscrite October 1919	
Dis	șpu.	rsements, October, 1912:	
Date. 1912	7	Voucher No.	Amount.
Oct.	3	2818-W. H. Ellis, Salary as Coun-	
Oct.	9	sel, September, 1912\$	208.34
Oct.	3	2819—C. B. Gwynn, Salary as Chief	
		Clerk, Land Dept., Septem-	
		ber, 1912	150.00
Oct.	3	2820—Mary Herring, Salary	
		as Stenographer to Sec-	
		retary, Sept. 1912\$75.00	
		Salary as Stenographer	
		to Chief Clerk, Land	
		Department, September,	
		1912 25.00	
			100.00
Oct.	3	2821—J. Stuart Lewis, Salary as	
		Secretary, September, 1912	150.00
Oct.	3	2822—Capital City Bank for T. J.	
		Appleyard, 2000 second sheets	
		and 1000 legal sheets, blil of	
		September 2, 1912	4.60
Oct.	5	2823—Western Union Telegraph Co.,	
		Bills for August and Septem-	
		ber, 1912, in the amounts of	
		\$6.48 and \$7.01	13.49

Date.	Voucher No.	Amount.
Oct. 5	2824—W. H. Ellis, Expense account March 28, 1912, to October 2, 1912, on account of Trustees as Counsel	155.52
Oct. 5	2825—M. W. Griffis, Clerk Circuit Court, Clay County, Rec. quit claim from F. Q. Brown, Trustee, to Trustees I. I. Fund, bill of September 20, 1912	1.10
Oct. 15	2826—Furst-Clark Construction Company, Account Estimate No. 27, for work in the Everglades, September, 1912, and account expenses incurred in cleaning out Miami River for the State	18,000.00
Oct. 15	2827—Furst-Clark Construction Company, Account Estimate No. 27, for work in the Ever- glades, September, 1912, and account expenses incurred in cleaning out Miami River for the State	9,102.29
Oct. 15	2828—Hobart Crabtree, Services as Inspector of the work of cleaning out Miami River, 19 days at \$5.00 per day, bill of September 24, 1912	95,00
Oct. 15	2829—Geo. H. Crafts & Co., Estimate No. 5, for work done on Lock No. 1, Miami, Canal, bill of October 11, 1912	505.18

Date. Voucher No.	Amount.
Oct 18 2830—Albert W. Gilchrist, Expenses of trip to New York at request of Trustees, September 10-15, 1912	64.45
Oct. 18 2831—Z. T. Merritt, Clerk Circuit Court Dade County, Rec. assignment Brown to Trustees, \$2.15 and quit claim Jacobs Estate to Trustees, \$2.15, bill	
of October 11, 1912 Oct. 18 2832—N. Barco, 3 days work and expenses as State Land Inspecting and Selecting Agent,	4.30
Oct. 18 2833—J. C. Luning, Expenses of trip to Spartanburg, S. C., and re- turn, on account business of	16.08
Trustees, August 26-28, 1912	35.95

The Trustees then adjourned.

Attest:

J. STUART LEWIS,

W. V. KNOTT,

Comptroller.

Secretary.

Tallahassee, Florida, November 9, 1912.

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, Comptroller. J. C. Luning, Treasurer. Park Trammell, Attorney General. The matter of letting contract for the digging of West Palm Beach Canal was discussed and the Secretary was instructed to place the following advertisement for bids in the Times-Union, Manufacturers Record and Engineering News:

# EVERGLADES DRAINAGE CANALS. Notice to Contractors.

Sealed bids for the construction of a drainage canal between Lake Okcechobee and Lake Worth will be received by the Trustees of the Internal Improvement Fund, and the Board of Drainage Commissioners, of the State of Florida,—J. Stuart Lewis, Secretary,—at Tallahassee, Florida, until 10 a. m. on the 16th day of December, 1912, at which place and time the bids submitted will be opened and publicly read.

Two separate bids will be invited, as follows:

For Canal A:  $42\frac{1}{2}$  miles long, having an average width on the bottom of 75 feet and an average depth of 11 feet, requiring the excavation of approximately 7,100,000 cubic yards of earth, and 665,000 cubic yards of rock.

For Canal B, in lieu of Canal A:  $42\frac{1}{2}$  miles long, having an average width on the bottom of 45 feet, and an average depth of 11 feet, requiring the excavation of approximately 4,600,000 cubic yards of earth, and 400,000 cubic yards of rock.

The work is to be begun on the 1st day of July, 1913.

No bid will be considered unless accompanied by a certified check for one per cent of the amount bid, made payable to J. C. Luning, State Treasurer, as a guarantee that the successful bidder will execute a proper contract and bond acceptable to the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, within fifteen days. Checks of unsuccessful bidders will be returned to them immediately after award of contract. The Trustees of the Internal Improvement Fund and

Board of Drainage Commissioners reserve the right to reject any and all bids.

General instructions for bidders, plans, specifications, etc., may be obtained from the office of the Chief Drainage Engineer, at Tallahassee, Fla.

Ordered by the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners.

(Signed)

F. C. ELLIOT,

Acting Chief Drainage Engineer.

J. STUART LEWIS, Secretary.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, November 16, 1912.

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, Comptroller. J. C. Luning, Treasurer. Park Trammell, Attorney General.

Secretary was instructed to write Hon. E. J. L'Engle, requesting him to take up the matter of having land owners in the Drainage District pay the amounts due by them for Drainage Taxes for the year 1912 immediately.

Estimate No. 28 of the Furst-Clark Construction Company, for October, 1912, showing 251,662 cubic yards of earth excavation and 37,072 cubic yards of rock excavation, which at 8 and 20 cents per cubic yard, respectively,

amounts to \$27,547.36, was presented and approved, and \$7,000.00 of the same was referred to the Board of Drainage Commissioners for payment. From the balance due the Secretary was directed to deduct \$12,083.33, the ninth payment due by the Furst-Clark Construction Company on purchase price of dredges, which leaves the sum of \$8,464.03, for which the Secretary was instructed to draw check.

Estimate No. 4 of the Miami Engineering and Construction Company for work on Snapper Creek Canal during October, 1912, showing 19,319 cubic yards of earth excavation and 26,187 cubic yards of rock excavated, amounting to \$7,630.78, was presented and ordered paid.

Estimate No. 6 of Geo. H. Crafts & Company for work done on Lock No. 1, Miami Canal, during October, 1912, amounting to \$770.74, was presented and ordered paid.

The following bills were presented, approved and ordered paid:

Moore & Smith—To freight on 8 drums gasoline, 1
drum oil and 1 bbl. oil, bill of Oct. 31, 1912 \$20.80

F. L. Alexander—Use of team in moving camp and
equipment, account Engr. Franklin, bill of Oct.
31, 1912 34.03

The H. & W. B. Drew Company—Supplies for office Chief Drainage Engineer, bills of Nov. 13, 1912..... 2.01

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Florida, November 18, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

### Present:

Albert W. Gilchrist, Governor.

Park Trammell, Attorney General.

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

W. A. McRae, Commissioner of Agriculture.

R. M. Price and W. S. Jennings appeared before the Trustees on behalf of the Everglades Sugar and Land Company, the Everglades Land Company and the Everglades Land Sales Company in relation to certain contemplated improvements of the Everglades lands owned by corporations so represented, and requested the consideration of the Trustees of the Internal Improvement Fund on the following matters:

1.

To inquire as to whether the Trustees of the Internal Improvement Fund would be inclined to exchange the lands owned by the Trustees lying and being situate in the middle of T. 51, Rs. 38 and 39, or such portions thereof as would make an equitable exchange, for certain of the lands of the Companies represented, in order to block up the lands of the Trustees and also of the corporations now owned in separate parcels.

2.

The Trustees were requested to have an official survey made, with the least possible delay, of certain lands situate in T. 50, R. 40, to enable the companies to have established, for the use of their Board of Consulting Engineers, the official lines of the Companies' lands in said Township.

Application was made on behalf of the Everglades Sugar and Land Company to install locks of dimensions and specifications to be approved by the Trustees of the Internal Improvement Fund, at the proper cost and expense of the Company, at the intersection of the north boundary line of the Company's lands with the Royal Glade Canal, and also a lock at the intersection of the Royal Glade Canal with the eastern boundary line of the said Company's lands.

4.

Application was also made for the widening of the Snake Creek Canal from near the eastern boundary of the Company's lands to the ocean, and an examination by the State Engineer of the feasibility, practicability and cost of constructing a canal from the South Canal, beginning at about the intersection of the range line between Rs. 41 and 42 and extending to the waters of the ocean, either by Dania and the old canal route to the bay, or at such point as the Engineer finds most practicable, as an additional outlet for the excessive and accumulated waters at the junction of the South Lauderdale Canal and the North Lauderdale Canal, flowing into New River, and affording an outlet particularly for the waters of the South Canal and lands tributary thereto.

5.

Application was also made for the official survey of the Jands of the Companies here represented lying in Rs. 38 and 39.

After a full discussion by the members of the Trustees and the consideration of the matters contained in the application above referred to, the following resolutions relating thereto were unanimously adopted:

Resolved, By the Trustees of the Internal Improvement Fund of the State of Florida, That the application for exchange of lands mentioned in the application be taken under consideration, and that it is the intention of the Trustees to arrive at an equitable basis of exchange when a definite proposition is presented with a view to making an equitable exchange on a fair basis to the mutual advantage of the Trustees' lands and the lands of the Companies.

Resolved further, That the application to have the lands of the Everglades Sugar and Land Company, in T. 50, R. 40, officially surveyed without further delay, be granted, and the Acting Chief Drainage Engineer is hereby instructed to proceed to have this survey made without further delay, and report the same to the Trustees upon its completion.

Resolved further, That the application for permission to install suitable locks of such dimensions and according to specifications to be hereafter approved by the Trustees of the Internal Improvement Fund, at the intersection of the north boundary line of the Company's lands with the Royal Glade Canal, be and the same is hereby granted, with the following proviso:

Provided, That the lock so installed, as contemplated, shall not be so used as to destroy the usefulness of the Royal Glade Canal as a drainage canal and shall in times of high water be allowed to carry water to the full capacity of the canal. It being understood, however, that this limitation shall not be used to the detriment of the properties of the Company, but that the Company shall have the right at all times to so use the lock as to protect itself from all injury and damage to its properties resulting from excessive overflow.

Resolved further, That the application for permission to install a suitable lock at the intersection of the eastern boundary line of said Company's lands with the Royal Glade Canal of such dimensions and specifications to be hereafter approved by the Trustees of the Internal Improvement Fund, at the proper cost and expense of the Company, be and the same is hereby granted, with the following proviso:

Provided, That in the event the water flowing through the Royal Glade Canal is required to be used for irrigation purposes, that the lock shall not be used so as to maintain the exclusive use of the water for irrigation purposes, and flowing through the Royal Glade Canal, but that a proportionate part shall be permitted to flow through the Royal Glade Canal to Snake Creek through said lock for the use of the owners of the lands tributary, to the said portion of the Royal Glade Canal, or Snake Creek Canal, outside of the Company's lands.

Resolved further, By the Trustees of the Internal Improvement Fund, That the Acting Chief Drainage Engineer is hereby directed to proceed without delay to make a preliminary examination and survey of the feasibility, practicability, requirements, dimensions and cost, including the most practicable route for the cutting of a canal from some point on the South Canal at or near the intersection of the range line between Rs. 41 and 42, extending to the waters of the ocean, either by Dania, and the old canal route, or such other route and point as is found most feasible and practicable, and report his findings to the Trustees.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, November 19, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

#### Present:

Albert W. Gilchrist, Governor. 
Park Trammell, Attorney General.
W. V. Knott, Comptroller.
J. C. Luning, Treasurer.
W. A. McRae, Commissioner of Agriculture.

The following report of the Acting Chief Drainage Engineer relative to the inspection of the Florida Coast Line Canal and Transportation Company from Mantanzas Inlet to the head of the Halifax River was read, adopted and ordered placed of record.

Trustees Internal Improvement Fund and Board of Drainage Commissioners,

Tallahassee, Florida.

#### Gentlemen :-

I beg to submit, herewith, the following report on the work of inspection on that part of the Florida Coast Line Canal known as the Mantanzas-Halifax Cut.

Mr. Glen V. Scott, one of our Assistant Drainage Engineers, who has recently been in charge of the canal work on the Okeechobee end, was placed in charge of and detailed on this special work, and Mr. J. L. Hays, of Tallahassee, was appointed inspector to assist.

The portion of the canal designated as the Mantanzas-Halifax Cut extends from Mantanzas Inlet to the head of Halifax River, a distance of thirty miles.

The specifications according to which this canal shall be constructed call for a depth of water of five feet, based upon the datum plane of mean low water, and a width of fifty feet on the bottom of the canal.

The most important points entering into this examination of the canal, and to which particular attention was given, are:—

First—Checking and verifying the elevations used by the Canal Company in referencing their water gauges. Upon this point depends the ascertaining of depths of the canal as indicated by soundings, with due allowance for tide stage and range.

Second—Sounding and measuring the canal to ascertain if the required depth and width has been excavated.

Third—Inspection of banks and excavated material in order to ascertain whether the banks are in such condition and the material has been so placed as not to wash back into the canal, or to endanger by its weight the crushing, or sliding in of the canal banks.

As the best evidence that the work of inspection has been thoroughly and properly performed, the field books of the engineer, and inspector, and signed by them, are submitted for your inspection.

The examination and inspection was made as follows:—

First—Levels were run from U. S. Government Bench Mark at the House of Refuge near the head of Mantanzas River to a bench mark at Sta. 39 North, set by D. D. and C. M. Rogers, of Daytona, which was used by the Canal Company, as the reference upon which all grades were established relating to the canal.

The elevation of the Bench Mark was checked and found to be 1.16 ft. lower than U. S. Government Bench Mark rating. All grades referenced upon this datum, therefore, are 1.16 ft. lower than if referenced upon the Government datum plane of Mean Low Water. (Level notes are given in the accompanying level book.)

The canal was sounded at intervals one hundred feet apart, and at intervals of five hundred feet regular crosssections were made and recorded. These are contained in the accompanying field book.

Detailed notes showing the character, and condition of the canal banks, etc., are also submitted.

From an examination of the notes and data sumbitted, I find the following to be the case:—

At Sta. 308/00 North, the tide gauge is set at zero, referred to mean low water established by U. S. Government at Sta. 0/00, the zero of the tide gauge is set at 1.25 ft. above zero referred to U. S. Government M. L. W. That portion of the canal from Sta. 308 N. to 0. is cut on a grade of 1.25 ft. for that distance, which is 5.83 miles. From Sta. 0 to Sta. 1002 South the elevations are referred to water gauges which indicate elevations of 1.25 ft. lower than if referred to U. S. Government mean low water datum. Local observations covering a period of a year and a half indicate an extreme low water mark in the canal of one foot above mean low water referred to sea level.

Soundings indicate that with the exception of five places, the canal is dug to a depth not less than five feet, when referred to local M. L. W., and has a bottom width of at least fifty feet. These places are as follows:—

Sta. 83 North has filled in along toe of east slope.

Sta. 75 South to 270 South toe of slope has filled in in many places.

Stas. 155 South to 159 South is above grade.

Stas. 295 South to 370 South has washed in along east side of canal.

From Sta. 1002 South to the Halifax River the canal has been opened to a depth of only three and a half feet. This part has not been cut in accordance with specifications, and the Mantanzas and Halifax Rivers are, therefore, on account of this intervening strip, about three and a half miles long not connected by a canal five feet deep and fifty feet wide on the bottom.

With regard to the condition of the banks, the only trouble that may arise will be caused by the light sand of the banks washing back and wind blown sand settling in the canal. This will necessitate cleaning out at these places from time to time.

The specifications call for a canal fifty feet wide on the bottom and five feet deep at low water. The intent is evidently to procure a least depth of five feet of water for the canal.

Sea level mean low water differs from mean low water in the canal, five miles from its connection with the sea, by more than one foot.

Soundings indicate that the canal has been cut to afford at least five feet of water at the lowest observed stage of local low tide with the exceptions above referred to.

In order that the canal shall conform to specifications it will be necessary to remove the material at the points above mentioned, and to excavate the portion remaining between the southern end of the present cut and the present five foot channel of the Halifax River.

Respectfully submitted,

(Signed) F. C. ELLIOT, Acting Chief Drainage Engineer.

The Secretary was instructed to send copies of the above report to the Officials of the Florida Coast Line Canal and Transportation Company.

Upon motion the following resolution was unanimously adopted and ordered placed of record:—

Whereas: By resolution adopted by the Trustees of the Internal Improvement Fund on November 15th, 1910, Mr. J. O. Wright, then Chief Drainage Engineer, was designated as the proper person to superintend the work done by the Florida Coast Line Canal and Transportation Company upon its canal and to countersign all orders or

checks upon a special fund then in the Barnett National Bank, of Jacksonville, Florida, said special fund having since been transferred to the First National Bank of St. Augustine, Florida, and

Whereas: J. O. Wright, former Chief Drainage Engineer, tendered his resignation as such in September last to take effect on the first day of October, 1912, which resignation was accepted by the Trustees, and Mr. Wright being no longer in the employ of the Trustees, be it

Resolved, That in order that there may be some person with authority to superintend the work of said canal company and countersign orders and checks of said canal company, as provided for in the resolution of November 15th, 1910, Mr. F. C. Elliot, Acting Chief Drainage Engineer, be and he is designated as such person, with all the authority to superintend the work and countersign all orders and checks as set forth in the resolutions referred to above, until further action of the Trustees, and be it further

Resolved, That the Secretary is hereby instructed to furnish the First National Bank of St. Augustine, Florida, and the Secretary of the Florida Coast Line Canal and Transportation Company with a copy of this resolution.

Upon recommendation of the Acting Chief Drainage Engineer the Secretary was instructed to draw check for \$150.00 payable to the order of Geo. H. LaBruce, Assistant Drainage Engineer, to be used by him as a contingent fund, the same to be returned to the Trustees and Board upon demand or when the employment of said Geo. H. LaBruce ceases.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, November 22, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive this date.

### Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

Minutes of November 7, 9, 16, 18 and 19, 1912, were read and approved.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, presented the following proposition:—

Trustees of the Internal Improvement Fund and Board of Drainage Commissioners,

Tallahassee, Florida.

#### Gentlemen:-

I desire to place before you the following proposition in regard to changing the grade on the South New River Canal, and invite your attention to the same.

The proposed West Palm Beach Canal will be constructed with a view toward making this the principal canal for controlling the waters of Lake Okeechobee.

The three canals now under construction, namely, the North New River, South New River, and Hillsboro, have a width of fifty feet on the bottom and a depth of nine feet at the point where they leave Lake Okeechobee. Through each canal water from the lake is discharged and carried to the Atlantic Ocean.

If we consider their individual capacity for discharging water from the lake, exclusive of, and without taking into consideration the local drainage of the Glade area through which they pass and the water emptying into each canal from the adjacent territory, the problem would resolve itself into the simple proposition of calculating from the size and slope of the canal, the velocity and ultimate capacity of discharge.

This condition, however, does not obtain. Each of these canals traverses the Everglades, and the territory adjacent to each sheds into it its local overflow. Even though the canals increase in size as they approach tide water, the increase is not sufficient to care for local drainage without impairing their efficiency as outlets for Lake Okeechobee. The greater amount of water from local drainage that the canals carry, the less, correspondingly, will they carry off from Lake Okeechobee.

The area lying near the canals, and to be drained by each, depends to a great extent upon the length of the canal—naturally the longest canal drains the largest territory. Comparing the lengths of the various canals we see that the South New River Canal is about sixty-two miles long, and the Hillsboro Canal fifty miles long, while the proposed West Palm Beach Canal will have a length of forty-two and a half miles.

By an examination of the accompanying map you will observe that the territory lying adjacent to, and to be drained by the South New River Canal is larger than that for any of the other canals. Therefore it follows that this canal must carry more water for local drainage, and will afford less relief for the waters of Lake Okeechobee than any of the others. On the other hand, the West Palm Beach Canal will, on account of its greater size, shorter length, together with other favorable conditions in comparison to the other canals, have a discharge capacity for the waters of Lake Okeechobee much greater than a mere comparison of their respective sizes at their entrance to the lake would indicate.

During the raining season, the time when the lake will

need relief most, the Everglades will pour into the canals a great quantity of water. On account of the very large area to be served by the South New River Canal, its capacity will be abundantly taxed to carry off local precipitation alone, and its benefit to the lake will be very small.

Taking into consideration the points above mentioned it is clear that from the standpoint of outlets for Lake Okeechobee, the South New River Canal is the least important of all, and if some change could be made in regard to this canal which would prove advantageous and more efficient in draining the Glade area adjacent thereto without decreasing its service to Lake Okeechobee, such change would be well worth considering.

South New River Canal can be slightly decreased in size with almost a negligible effect on Lake Okeechobee. By raising the grade in said canal the amount of only one foot over that portion not already dug to present established grade, the saving in excavation, which is entirely in rock at that depth for the distance which it covers of not less than forty-five miles, would amount to 525,000 cubic yards at a cost of \$105,000.00. This amount of money will excavate a canal twenty-five feet wide on the bottom, seven feet deep and twenty miles long, having an average depth of cut of four and a half feet in muck and two and a half feet in rock.

It is my opinion that \$105,000.00 expended in building a small canal advantageously placed would prove far more beneficial, and be of much greater efficiency in removing water from this portion of the Glades, than if expended in solid rock cut in order to give one foot of extra depth to South New River Canal. Decreasing the depth of South New River Canal one foot will cause a loss of carrying capacity of approximately eighty cubic feet per second. A canal twenty-five feet wide on the bottom, seven feet deep, having the same slope as the

South New River Canal will discharge two hundred and forty cubic feet per second.

Even if the smaller canal should not be constructed, I still recommend that the grade in South New River Canal be raised one foot above the present established grade, as the slight advantage to be derived from cutting the extra foot of rock does not warrant the heavy expense in excavating the same.

Respectfully submitted,

(Signed) F. C. ELLIOT, Acting Chief Drainage Engineer.

Upon motion it was unanimously adopted that that portion of South New River Canal from Lake Okeechobee to its intersection with the Miami Canal be hereafter designated and known as the Miami Canal.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Fla., Nov. 23, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive this date.

#### Present:

Albert W. Gilchrist, Governor.

W. V. Knott, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

Hon. Chas. M. Cooper, Attorney for the Florida Coast Line Canal and Transportation Company, appeared before the Trustees relative to the delivery of a certain Escrow deed deposited with the First National Bank of St. Augustine, Florida, and after a full discussion the following resolution was adopted:—

Whereas, The Trustees of the Internal Improvement Fund of the State of Florida did on the 29th day of November, 1911, adopt certain resolutions, whereby among other things it was resolved that Bion H. Barnett be and he was thereby authorized and directed to deliver to the First National Bank of St. Augustine, Florida, a certain escrow deed, remaining on deposit with him, being a deed of conveyance from the Trustees of the Internal Improvement Fund of the State of Florida to the Florida Coast Line Canal and Transportation Company, December 1st, 1906, to certain lands therein mentioned, to be held by said First National Bank of St. Augustine for the purposes mentioned in said resolutions therein recited, and for the establishment of a Special fund in said Bank as in said Resolutions mentioned, and

Whereas, It was further provided in said Resolutions that: "when said portion of said canal between said Matanzas and Halifax Rivers shall be completed, that any remainder of said fund that may be derived from the sale of said lands contained in said escrow deed as hereinbefore mentioned that remain unexpended shall be paid over and delivered by said First National Bank of St. Augustine to the said Florida Coast Line Canal and Transportation Company and if all the lands mentioned and included in said escrow deed shall not then have been sold and conveyed, said escrow deed shall be then delivered by said First National Bank of St. Augustine to said Florida Coast Line Canal and Transportation Company and all of said moneys or funds and land not expended on the work on said canal as aforesaid, shall be

received, held and applied by said Company for the use and benefit of itself or its assigns; but nothing herein contained shall be construed to require or authorize the delivery to said Canal Company any part of said Fifty Thousand Dollars that may be necessary to the maintenance or restoration of said canal as above mentioned until that work of maintenance and restoration shall have been completed,"

And it appearing to said Trustees from the Certificate of the Special Engineer and his Assistant designated by said Trustees to represent said Trustees in the matter of supervising and inspecting said work on said canal, that the portion of said canal between the said Matanzas and Halifax Rivers has been completed as provided in said Resolutions of the said Trustees adopted November 29, 1911, and the resolutions and contract of December 1st, 1906, as above mentioned to the point where the cut from the Matanzas enters the waters of the Halifax River, excepting a few small items of washing in of earth and about four hundred feet reported not quite down to grade which matter the Canal Company agrees to rectify without delay; and excepting that a difference of opinion as to the proper construction of said Resolutions of November 29th, 1911, has arisen between said Canal Company and these Trustees as to whether or not said Canal Company is required to dredge in the Halifax River until it reaches the five foot channel of said River; and the said Engineer of said Trustees having reported it would require about three and one-half miles of such dredging to reach said five foot channel and an arrangement and settlement having been reached that said Canal Company shall deposit with said First National Bank of St. Augustine, twenty-five thousand dollars in addition to the fifty thousand dollars which was appropriated to restoration and maintenance of Canal by said Resolutions of November 29th, 1911, which twenty-five thousand dollars or so

much thereof as shall be necessary, shall be expended under the control and direction of said Trustees in said dredging in the Halifax River; and if any portion thereof shall remain unexpended after said dredging in said Halifax River shall be completed, it shall be expended on restoration and maintenance of said Canal, Southward therefrom, and if said twenty-five thousand dollars shall not be sufficient to do and complete said dredging in the Halifax River, any balance of money that shall be necessary to complete such dredging shall be paid out of said Fifty Thousand Dollar Fund heretofore appropriated for restoration and maintenance of Canal as aforesaid. Also said twenty-five thousand dollars is to be considered as a contribution of said Canal Company towards any settlement that may be made of claims or demands of Florida East Coast Railway Company and suit of said Railway Company against said Trustees, said Canal Company and others, and said Canal Company not to be required to make any other contribution thereto, and said Trustees not incurring or assuming any responsibility to said Railway Company or said Canal Company on account of said contribution, and it also being agreed that the Canal Company shall not charge the Trustees or any Contractor for the Trustees anything for rent or use of any dredges of said Canal Company that may be used in said work of restoration and maintenance above mentioned, and shall permit such use of same; and it appearing that the lands mentioned and included in said escrow deed have not been sold and conveyed by said Florida Coast Line Canal and Transportation Company as mentioned in said Resolutions:

Be it resolved, That the First National Bank of St. Augustine is hereby authorized and directed to deliver said escrow deed, which was executed under agreement and resolution of December 1st, 1906, to the said Florida Coast Line Canal and Transportation Company, or to

any person who may be designated by said Company to receive the same, *Provided* that at the time of the delivery of said escrow deed there shall be and remain on deposit with said First National Bank of St. Augustine from the sale of lands mentioned in said escrow deed or from deposit by said Florida Coast Line Canal and Transportation Company, or on its behalf, fifty thousand (\$50,000.00) dollars in and for said Special Fund to be expended or disbursed for restoration or maintenance of the canal of said Company as mentioned in said resolutions of Nevember 29th, 1911, and twenty-five thousand dollars additional for the purposes above mentioned.

And it further appearing that in said escrow deed by clerical error that the word "East" was inserted in the name of said Florida Coast Line Canal and Transportation Company.

It is further resolved, That said custodian of said escrow deed, the First National Bank of St. Augustine, is hereby authorized and empowered before delivering said deed to said Canal Company to strike out or erase the said word "East" wherever it occurs in the name of Florida Coast Line Canal and Transportation Company in said escrow deed and any other person is hereby authorized and empowered to strike out or erase said word "East" where it so occurs in and from said deed.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, November 29, 1912.

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, Comptroller.
J. C. Luning, Treasurer.
Park Trammell, Attorney General.
W. A. McRae, Commissioner of Agriculture.

The report of N. Barco, State Land Agent, on the groves of Reed Bryan, J. R. Gage, C. L. Will and E. B. Locke, claimed to have been practically ruined by the overflow of water from the banks of the canal, was read, and the matter of settlement of damages was taken under advisement.

Mr. Barco also reported on Section 32, Township 5 South, Range 29 East, and the Secretary was instructed to write Messrs. Baker and Baker, Jacksonville, they having made application for the purchase of this land, that they could have it at \$5.00 per acre, and that upon receipt of letter guaranteeing this price, the Trustees would have the land advertised for sale according to law.

A letter from E. G. Sewell, representing his brother, Herbert Sewell, deceased, to Governor Gilchrist, with reference to the Trustees deeding the 160 acres of land in the northeast corner of Section 1, Township 44, Range 35 East, upon which the late Herbert Sewell had made improvements, to the Estate of Herbert Sewell, was read, and the Secretary was instructed to write and ask Mr. Sewell to specify to whom he wanted such deed made, and to advise the Trustees as near as possible what the wishes of the late Herbert Sewell might be supposed to have been with reference to the making of such deed.

The Secretary was instructed to write the U.S. Weather Bureau at Miami and at Jupiter, asking for data as to rainfall since 1900, and if not able to go back

that far, to give table showing rainfall as far back as possible.

The Secretary having been instructed at the meeting of November 16th, last, to deduct from amount to be paid the Furst-Clark Construction Company for excavation done for the month of October, 1912, the \$12,083.33 to be paid by them on September 30, 1912, and said instructions having been given by the Trustees under a misunderstanding of the actual agreement entered into by the Trustees and the representatives of the Furst-Clark Construction Company, when in Tallahassee on October 12th, the Secretary is hereby instructed to forward the amount of \$12,083.33, deducted by him from the amount to be paid said Furst-Clark Construction Company for work done during October, 1912, in conformity with the agreement entered into by the Trustees and the Furst-Clark Construction Company, as stated above.

The following bills were presented, approved and ordered paid:

Albert W. Gilchrist, Expenses of trip to Washington, same being made at request of Trustees, Nov. 6-8, 1912	61.30
N. P. Bryan, Expenses of trip to Washington, same being made at request of Trustees, Nov. 6-8, 1912	56.00
Albert W. Gilchrist, Expenses of trip to Jacksonville to confer with Hon. E. J. L'Engle regarding business of Trustees, same being made at request of Trustees, October, 1912	14.40

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

# Tallahassee, Florida, December 10, 1912.

The Trustees of the Internal Improvement Fund met in the office of the State Treasurer on this date.

## Present:

Park Trammell, Attorney General. W. V. Knott, Comptroller. J. C. Luning, Treasurer.

Hon. Park Trammell was made Chairman.

The following bills were presented, approved and ordered paid:

W. H. Ellis, Salary as Counsel to Trustees, November, 1912	208.33
C. B. Gwynn, Salary as Chief Clerk, Land Dept., November, 1912	150,00
Mary Herring, Salary as Stenographer to Secretary, Nov. 1912.\$ 75.00 Salary as Stenographer to Chief	
Clerk, Land Dept., Nov. 1912 25.00—\$	100.00
J. Stuart Lewis, Salary as Secretary, Novem-	
ber, 1912	150.00
Western Union Tel Co., Bill for Nov. 1912	2.72

The following bills were presented and ordered referred to the Board of Drainage Commissioners:

F. C. Elliot, Salary as Acting Chief Drainage	
Engineer, November, 1912	175.00
V. J. Randolph, Salary as Special Agent,	
November, 1912	100.00
J. E. Downing, Salary as Clerk, November,	
1912	50.00
J. H. Jacobie, Salary as Dredge Inspector, Nov-	
ember, 1912	60.00

H. M. Forman, Salary as Lock Tender, Novem-	
ber, 1912	45.00
M. L. Heiss, Salary as Lock Inspector, Novem-	
ber, 1912	90.00
T. E. Frederick, Salary as Asst. Eng., Novem-	
ber, 1912	125.00
D. A. Smith, Inspector, November, 1912 J. E. Hardie, Rodman at \$50.00 per month, 8	55.00
days, November, 1912	15.36
November, 1912	8.64
days, November, 1912	7.68
Engr., November, 1912	49.67
ber, 1912	125.00
November, 1912	136.25
day, 18 days, November, 1912	45.00
per day, 28 days, November, 1912 Tom Pool, Lineman, at \$2.00 per day, 27 days,	70.00
November, 1912	54.00
November, 1912	54.00
November, 1912	52.00
days, November, 1912	36.00
days, November, 1912	13.33
ber, 1912	134.00
Engr., October 9-30, 1912	56.86

R. C. Hicks, Salary as Asst. Engr., November,	
1912	125.00
J. P. Hunter, Inst. man, November, 1912	75.00
S. M. Hicks, Rodman, at \$2.00 per day, 26 days,	
November, 1912	52.00
Geo. Myers, Chainman, at \$2.00 per day, 6	
days, November, 1912	12.00
Arthur Lyons, Chainman, at \$2.00 per day, 41	
days, November, 1912	9.00
Frank Patton, Cook, at \$40.00 per month, 3	
days, November, 1912	4.61
F. S. Wilson, Dredge Inspector, at \$60.00 per	
month, 19 days, November, 1912	43.79
J. Kelley Carr, Dredge Inspector, at \$65.00 per	
month, 10 days, November, 1912	25.00
L. D. Franklin, Transitman, at \$125.00 per	445.00
month, 24 days, November, 1912	115.38
L. D. Franklin, Subsistence account for Novem-	00 50
ber, 1912	88.50
H. C. Phillips, Head Chainman, at \$65.00 per	27,50
month, 11 days, November, 1912	21.00
Henry Zill, Rear Chainman, at \$50.00 per month, 11 days, November, 1912	21.15
W. Z. Henderson, Boatman, at \$50.00 per	21.10
month, 11 days, November, 1912	21.15
F. L. Alexander, Boatman, at \$50.00 per month,	
11 days, November, 1912	21.15
O. E. Gibson, Boatman, at \$50.00 per month,	
13 days, November, 1912	25.00
Geo. Killebrew, Bush hook, at \$50.00 per month,	
13 days, November, 1912	25.00
S. H. Franklin, Bush hook at \$50.00 per month,	
11 days, November, 1912	21.15
John Zill, Cook, at \$1.00 per day, 13 days,	40.00
November, 1912	13.00
A. W. Shackleford, Hauling Gasoline and Oil,	4.50
bill of November, 18, 1912	4.00

LaBelle Boat and General Repair Shop, Sign Boards and Stakes, bill of November 1, 1912	18.75
Fort Lauderdale Garage and Machine Company, Expenses in connection with small boat and repair of same, bill of November 1, 1912.	52.45
W. & L. E. Gurley, One No. 621 Electric Current Meter complete, and No. 3981 U. S. Weather Bureau Rain Gauges, bill of Octo-	02.40
ber 19, 1912	, 75.50
Dade Lumber Company, 5 bundles Lath and drayage on same, bill of November 2, 1912.	1.75
The H. & W. B. Drew Company, 2 rolls blue	
print, bill of November 18, 1912	1.70
Lake Worth Mercantile Company, Supplies furnished Engr. Hicks, bill of October 31, 1912	7.48
Gulf Refining Company, Gasoline and Oil furnished Engr. Hicks, Invoice No. 11552, bill of	
October 5, 1912	42.96
Frank T. Budge, repairs and materials used on account launch "Dixie," bill of October 11,	
1912	2.25
The S. B. Hubbard Company, supplies furnished Asst. Engr. Hicks, bill of November 21, 1912.	64.74
Southern Express Company, bill for November,	
1912	2.15
Western Union Tel. Co., bill for November, 1912	4.96
Manufacturers Record, Ad. bid for Lake Worth	
Canal, bill of November 21, 1912	22.00
Engineering Record, Ad, bid for Lake Worth	
Canal, bill of November 30, 1912	29.60
J. H. Jacobie, Salary for October, 1912, as	
Dredge Inspector	60.00
Miss Pauline Costa, Stenographic work for W. H. Ellis, Counsel to the Trustees, bill of De-	
cember 5, 1912	18.75
38—Min.	

Engineering and Contracting Company, 2 insertions ad. bid for Lake Worth Canal, bill of
December 5, 1912 30.30
The Florida Times-Union, Ad. bid for Lake
Worth Canal, bill of December 5, 1912 15.00
Glenn V. Scott, Asst. Engr., employed on Florida Coast Line Canal and Transportation
Company's canal, November, 1912 125.00
J. L. Hays, Inspector, employed on Florida Coast Line Canal and Transportation Com-
pany's canal, November, 1912 100.00
Capital City Bank for T. J. Appleyard, printing specifications for Lake Worth Canal, bill of December 2, 1912\$ 36.00 Making two book covers for maps,
bill of December 2, 1912
bill of November 25, 1912 117.20— 118.99
J. F. Hill, Carbon paper for office of Secretary, bill of November 30, 1912
\$ 3,468.11

Financial Statement and Disbursements for the month of November, 1912, were presented, approved and ordered placed of record:

Financial Statement, November, 1912.

To balance on hand November 1,	
1912\$	49,593.53
To collection account wood and	
coal, for October, 1912	26.57

To Land Sales for November, 1912 353.66—\$ By disbursements for November,	49,973.76
	30,019.77
To balance on hand December 1, 1912	19,953.99
RECONCILEMENT.	
To cash and cash items in hands of Secretary\$ 1,000.00  To cash in banks	19,953.99
Capital City Bank, Tallahassee, Fla\$	586.49
First National Bank, Tallahassee, Fla	5,685.10
First National Bank, Gainesville, Fla	4,174.85
First National Bank, St. Petersburg, Fla	30.94
First National Bank, Marianna, Fla	298.29
Citizens Bank, Madison, Fla	4,178.32
Volusia County Bank, DeLand, Fla	4,000.00
\$ :	18,953.99
Disbursements for November, 1912:	
Date 1912 Voucher No. Ar	nount.
Nov. 1 2834—W. H. Ellis, Salary as Counsel for month of October, 1912\$	208.33
Nov. 1 2835—C. B. Gwynn, Salary as Chief Clerk, Land Dept., October,	
Nov. 1 2836—Mary Herring, Salary as Stenographer to Secretary, Oct. 1912\$ 75.00	150.00

Date 1912 Voucher No. A	mount.
Salary as Stenographer to Chief Clerk, Land Dept., Oct. 1912. 25.00—	100.00
Nov. 1 2837—J. Stuart Lewis, Salary as Secretary, October, 1912	150.00
Nov. 11 2838—N. Barco, Payment on account of salary as State Land Inspecting and Selecting Agent, for October, 1912  Nov. 14 2839—(Transfer of funds).  Nov. 14 2840—(Transfer of funds).	75.00
Nov. 18 2841—Geo. H. Crafts & Company, Work on Lock No. 1, Miami Canal, as per Estimate No. 6, October, 1912  Nov. 18 2842—Moore and Smith, Freight on Gasoline and Oil for use in	770.74
drainage operations, bill of October 31, 1912	20.80
Nov. 18 2843—F. L. Alexander, for use of team in drainage operations, account Engr. L. D. Frank- lin, bill of October 31, 1912	34.03
Nov. 18 2844—H. & W. B. Drew Company, Supplies for use of office of Chief Drainage Engineer, 2 bills of November 13, 1912	2.01
Nov. 18 2845—Miami Engineering and Construction Company, Account Estimate No. 4, for work done on Snapper Creek Canal during October, 1912	2,000.00
Nov. 18 2846—Miami, Engineering and Construction Company, Account Estimate No. 4, for work done	

Date 191	2 Voucher No. Amount.
	on Snapper Creek Canal dur- ing October, 1912 5,630.78
Nov. 18	2847—Furst-Clark Construction Company, Account Estimate No. 28 for work of excavation in the Everglades, October, 1912
Nov. 18	2848—Furst-Clark Construction Company, Account Estimate No. 28 for work of excavation in the Everglades, October, 1912 4,000.00
Nov. 21	2849—Geo. H. LaBruce, Amount advanced to be used as Contingent Fund while employed as Asst. Engr.,
Nov. 29	2850—Furst-Clark Construction Company, Account Estimate No. 28, for work of excavation in the Everglades, October, 1912
Nov. 29	2851—Furst-Clark Construction Company, Account Estimate No. 28, for work of excavation in the Everglades, October, 1912*
Nov. 29	2852—(Transfer of funds).
Nov. 29	2853—N. Barco, Expenses and Salary for 25 days work as State Land Inspecting and Selecting Agent, October 28- 31, and November 7-30, 1912. 180.72

The Trustees then adjourned.

Attest:

PARK TRAMMELL, Attorney-General.

J. STUART LEWIS,

Secretary.

Tallahassee, Fla., December 14, 1912.

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, Comptroller,
J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

The Trustees met for the purpose of considering the question of a settlement of the litigation between the Florida East Coast Railway Company and the Trustees.

Thereupon the following resolution was adopted:

Whereas, The Legislature of the State of Florida in the year 1874 enacted a statute entitled, "An Act to Provide a General Law for the Incorporation of Railroads and Canals," the same being Chapter 1987, which Act among other things provided: Setion 26, that "the Trustees of the Internal Improvement Fund of this State shall have power to grant to any railroad or canal, or to sell at such prices as they may deem to be to the best interests of the State, any land belonging to this State which may be required for the purposes of the road or canal in

excess of the 200 feet as herein provided," and in 1879, the Legislature of Florida, by Chapter 3166, amended Section 26 of the Act above mentioned, as follows: tion 26. That upon the completion of each section of six miles and fraction of a section of six miles at the terminus of any railroad or canal incorporated under this Act, in accordance with such plans and specifications of construction as may have been agreed upon between the Trustees of the Internal Improvement Fund and the Board of Directors of such railroad or canal company, it shall be the duty of said Board of Trustees to convey to such railroad or canal company the alternate sections of Swamp or Overflowed lands lying on either side of the line of such railroad or canal for a distance of six miles, and when there is an insufficiency of such lands lying along and within the distance aforesaid of such line of railroad or canal, to make up the number of acres of land hereby granted them, and in that event the deficit shall be located elsewhere and within twenty miles of the line of such railroad or canal, in alternate sections as aforesaid; Provided, however, that the lands to be located more than six miles from any such railroad or canal, to supply any deficiency as aforesaid, shall be granted subject to any lien now existing thereon, by reason of any indebtedness incurred under the laws of this State." and

Whereas, The Florida Coast and Gulf Railway Company was incorporated under the general act for the incorporation of railroads and canals, in the year 1892, and in October of that year the name of said Company was changed to "Jacksonville, St. Augustine and Indian River Railway Company," and in September, 1895, the name of said company was again changed to "Florida East Coast Railway Company," and

Whereas, The Jacksonville, St. Augustine and Halifax River Railway Company was incorporated in the year 1881 under the general act for the incorporation of railroads and canals, and constructed a road from Jacksonville to St. Augustine, a distance of about ——— miles, thereby earning under the provisions of the general act above mentioned, upon the basis of 3840 acres per mile, 135,667.20 acres for the entire length of railroad completed; and

Whereas, The St. Augustine and Palatka Railway Company was incorporated under the general act for the incorporation of railroads and canals, in the year 1886, and the St. Augustine and Halifax River Railway Company filed articles of incorporation in the office of the Secretary of State in April, 1889, said railroad companies constructing a line of road from St. Augustine to Palatka, thereby earning under the provisions of the general act, upon the basis of 3840 acres per mile, 83,396.80 acres for the entire length of road constructed; and

Whereas, The St. Johns and Halifax Railway Company filed articles of incorporation under the general act for the incorporation of railroads and canals in the office of the Secretary of State in October, 1889, and constructed a railroad from East Palatka to the Halifax River in Volusia County, thereby earning under the provisions of the said act, upon the basis of 3840 acres per mile, 184,320.00 acres for the entire length of road constructed; and

Whereas, The Legislature of Florida, in the year 1881, by Chapter 3338, confirmed the organization of the Jacksonville, St. Augustine and Halifax River Railway Company, and provided that upon the completion of each section of six miles of railroad and a fraction of six miles at the terminus, it should be the duty of the Trustees to convey to the said company the alternate sections of Swamp and Overflowed lands lying on each side of the line of road for a distance of six miles, and that upon the filing with the Trustees by the Company of a survey of the route, or twenty miles thereof, the Trustees should withdraw from sale at the election of the company the

odd or even numbered sections of land within such limit of six miles along the route of twenty miles so surveyed, and providing further that when there was an insuffi ciency of such lands lying within six miles to make up the number of acres granted, the deficit should be located elsewhere and within fifteen miles of the road, in alternate sections; said act further providing that construction of the road should be commenced within six months and be continued and carried on with reasonable progress, and in 1883 the Legislature extended the time for the commencement of the work, and by Chapter 3492, of 1883, the Legislature granted the said railroad company a sufficiency of land to make up the deficiency in the grants made to the company by the Legislature of 1881, and in the year 1885, by Chapter 3645, they extended the time for the construction of said railroad beyond the limit fixed by the said act of 1881; and

Whereas, The Legislature of the State of Florida, in the year1893, by Chapter 4260, granted to the Jackson ville, St. Augustine and Indian River Railway Company, to aid in the construction of its road, 8000 acres for each mile of road, main line or branches, constructed, or which it might construct south of Daytona, said grant being made from the Swamp and Overflowed lands owned by the State which might be nearest the line of said road, its branches or extensions, and that said lands were required by said act to be deeded by the Trustees to the said company as fast as each five miles of said road, or any of its branches, was graded, cross-tied and rails laid thereon. That the said company prior to the time limited by said Chapter 4260 had completed its line of road from Daytona to Miami, thereby earning under the provisions of said grant, 2,040,000 acres; and

Whereas, The Florida East Coast Railway Company claims to be the owner and possessor, free of all liens and encumbrances, of the rights, privileges, franchises and land grants to the above named Jacksonville, St. Augustine and Halifax River Railway Company; The St. Augustine and Halifax River Railway Company; The St. Augustine and Palatka Railway Company; and the St. Johns and Halifax River Railway Company; successor to St. Johns & Halifax Railway or Railroad Company; and

Whereas, There exists against the Internal Improvement Fund of the State of Florida claims for land under the above mentioned acts of the Legislature on account of railroad constructed from Jacksonville to Miami, by the above named railroad companies, aggregating, approximately 3,382,778 acres, after deducting from such claims the lands which have already been received by such railroad corporation; and

Whereas, The Supreme Court of the State of Florida, in the case of the Trustees of the Internal Improvement Fund, et al. vs. Chas. H. Root, reported in Vol. 59 of the Florida Reports, at page 648, held, that "the Legislature did not lose control of the lands 'irrevocably vested' in the Trustees of the Internal Improvement Fund of Florida by Chapter 610, approved January 6, 1855. All the authority possessed by the Legislature before the enactment of Chapter 610, Laws of Florida, with reference to the lands 'irrevocably vested' in the Trustees by that act, was possessed by the Legislature after the passage of the act, except that no vested rights could be impaired by subsequent legislation." And that "the powers and duties of the Trustees of the Internal Improvement Fund with reference to the lands 'irrevocably vested' in them in trust for stated purposes, are subject to legislative control when property rights of third persons are not involved." And that "the Legislature reserved the right to grant to railroad companies under stated conditions, the alternate sections of Swamp and Overflowed lands for six miles on each side of such railroads"; and

Whereas, There are now being prosecuted against the Trustees of the Internal Improvement Fund of the State

of Florida two suits in equity brought by the above named Florida East Coast Railway Company, one of said suits pending in the Circuit Court of Florida for the County of Leon, wherein and whereby said Railway Company seeks to compel the said Trustees to execute and deliver to said Company deeds of conveyance to all the Swamp and Overflowed lands reserved by the Trustees for the benefit of the Jacksonville, St. Augustine and Indian River Railway Company, as granted to said Company by the act of the Legislature of 1893, Chapter 4260, to which reference is above made. The lands so reserved by the Trustees, as aforesaid, being south of Township 58, and west of Range 37, and estimated to contain 156,800 acres, said bill also praying for an accounting by the Trustees for the purchase money received by them for the sale of any Swamp and Overflowed lands lying within the above named territory, and also seeking to compel the Trustees to execute and deliver to the said Company deeds to such lands as have been patented to the State of Florida under the Act of Congress of September 28, 1850, lying nearest the line of said road constructed between Daytona and Miami that do not belong to any other railroad under any land grant made prior to May 31, 1893, the claim of said railroad company for said line of road from Daytona to Miami being approximately 2,040,000 acres of land. The other suit being prosecuted in the Circuit Court of Florida for Palm Beach County, wherein and whereby said railroad company, under the provisions of Chapter 3166, to which reference is above made, seeks to compel the Trustees of the Internal Improvement Fund to execute and deliver to said railroad company a deed to all the Swamp and Overflowed lands which were in place in alternate sections within six miles of the line of said railroad when constructed between Jacksonville, in Duval County, and the southern extremity of the mainland of Florida in Dade County, claimed by said Railroad Company to be approximately 500,000 acres of land, and also to compel said Trustees to deliver to said company deeds to a sufficient quantity of lands within twenty miles of said line of constructed railway to aggregate with the alternate sections of said land lying within six miles of said railroad 3840 acres per mile for the entire distance from Jacksonville to the southern extremity of the mainland, less the quantity of land which has already been received by the above named railroad companies; said bill also seeking to make the holders of all such lands to whom the same may have been conveyed by the Trustees of the Internal Improvement Fund after the completion of said railroad to the Trustees for the said railroad company as to such lands; and said bill seeking further to compel the said Trustees to convey to the said railroad company a sufficient quantity of Swamp and Overflowed lands to make up 3840 acres per mile from Daytona to the end of the mainland of Florida, a distance of 300.5 miles, and praying that the Trustees be enjoined from selling, contracting to sell, pledging, or in any way parting with or disposing of any part of the lands granted to the State of Florida by Act of Congress of September 28, 1850; the said company having caused a notice of lis pendens in said suit to be filed and recorded in the counties wherein the Swamp and Overflowed lands now held by the Trustees of the Internal Improvement Fund are located, thereby placing all persons interested upon notice of the existence of said suit and the claim of the said Florida East Coast Railway Company against the Trustees of the Internal Improvement Fund and the said Fund for the lands which said Railroad Company and its predecessors in title earned under the said general and special acts of the Legislature by constructing the line of railroad aforesaid; and

Whereas, The claim of said Railroad Company for lands earned by it and its predecessors in title under said general and special acts of the Legislature is greatly in excess of the number of acres of Swamp and Overflowed lands now held by the Trustees of the Internal Improvement Fund in said Fund; and

Whereas, The Florida Coast Line Canal and Transportation Company has constructed and maintains a canal from the St. Johns River to and through the Mantanzas, Halifax and Indian Rivers to Biscayne Bay, thereby providing a continuous waterway from the waters of the St. Johns River near Jacksonville to the City of Miami; and

Whereas, The said Canal Company, under various acts of the Legislature from 1885 to 1903 claimed that it was entitled to receive from the State of Florida under the provisions of said acts of the Legislature 3840 acres of land per mile for the entire length of the canal from St. Augustine to Biscayne Bay; and

Whereas, The Trustees of the Internal Improvement Fund have at different times executed and delivered to said Canal Company deeds to lands held in reserve by the said Trustees for the benefit of said Canal Company, and under a contract with said Canal Company for the construction of its canal and branches, executed deeds to said Company for approximately 330,000 acres of land and placed same in escrow to be delivered to said Company upon the completion by said Company of its canal; and

Whereas, In the second suit referred to above, the above named Canal Company is made a defendant and its right to the lands in said deeds is questioned and denied by the said Railroad Company, and the deed now held in escrow is, in such proceeding, sought to be cancelled; and

Whereas, The Trustees of the Internal Improvement Fund are engaged in the work of draining and reclaiming the Everglades, which were patented to the State of Florida under the Act of Congress of September 28, 1850, such work being directed and required to be done by an Act of the Legislature approved January 6, 1855, impos-

ing upon the Internal Improvement Fund of the State of Florida, the trust of the drainage and reclamation of the Swamp and Overflowed lands acquired by the State under the Act of Congress of September 28, 1850; and

Whereas, In the execution of the trust of drainage and reclamation of said lands, the Trustees of the Internal Improvement Fund are compelled to expend large sums of money which is derived from the sale of Swamp and Overflowed lands and a drainage tax of five cents per acre upon lands lying within a certain Drainage District; that the sale of Swamp and Overflowed lands by the Trustees is absolutely necessary to a continuation of the work of drainage and reclamation of said lands and a discharge of the trust aforesaid; and

Whereas, The pendency of the above mentioned suits tends to obstruct the Trustees of the Internal Improvement Fund in the sale of Swamp and Overflowed lands, creates a cloud upon the title of the Trustees, materially reduces the prices which the Trustees should receive for said lands and thereby hinders, obstructs and embarrasses the Trustees in the work of draining and reclaiming said lands and discharging the trust aforesaid; and

Whereas, The Trustees deem it advisable to adjust, compromise and settle the claim of the above named Florida East Coast Railway Company, if the same can be done upon a just and equitable basis, therefore,

Be It Resolved, By the Trustees of the Internal Improvement Fund that it will convey in fee simple to said railroad company, without delay, the following described lands.

All of Sections 11, 23, 35, in Township 44 South, Range 40 East

All of Sections 11, 23 and 35, in Township 45 South, Range 40 East. All of Sections 2, 12, 14, 24, 26 and 36, in Township 46 South, Range 40 East.

All of Sections 2, 12, 14, 24, 26 and 36, in Township 47 South, Range 40 East.

All of Sections 2, 12, 14, 24, 26 and 36, in Township 48 South, Range 40 East.

All of Sections 4, 6, 8, 10, 18, 20, 22, 28, 30, 32 and 34, in Township 45 South, Range 41 East.

West Half of Section 2, in Township 46 South, Range 41 East.

All of Sections 4, 6, 8, 10, 18, 20, 22, 28, 30, 32 and 34, in Township 46 South, Range 41 East.

All of Sections 2, 4, 6, 8, 10, 12, 14, 18, 20, 22, 24, 26, 28, 32, 34 and 36, in Township 47 South, Range 41 East.

All of Sections 2, 4, 6, 8, 10, 14, 18, 20, 22, 28, 30, 32 and 34, in Township 48 South, Range 41 East.

All of Section 2, in Township 50 South, Range 41 East.

All of Fractional Sections 2, 11, 12, 13 and 24, in Township 60 South, Range 31 East, not conveyed by the Trustees of the Internal Improvement Fund of Florida to Jas. A. Waddell, July 20, 1903, in Deed No. 15834.

All of Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, and 36, in Township 59 South, Range 32 East.

All of Sections 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, in Township 60 South, Range 32 East.

All Fractional Sections 30 and 31, and all Section 32 not conveyed by the Trustees of the Internal Improvement Fund of the State to Jas. A. Waddell, July 20, 1903, in Deed No. 15834, and all Sections 33, 34, 35 and 36, in Township 60 South, Range 32 East.

All Sections 1, 2 and 3, in Township 61 South, Range 32 East.

All Fractional Section 4 not conveyed by the Trustees of the Internal Improvement Fund of Florida to Jas. A. Waddell, July 20, 1903, in Deed No. 15834, and to Mrs. S. E. Irwin, May 8, 1908, in Deed No. 16147, and to J. H. Tatum, May 8, 1908, in Deed No. 16148, and to Howell C. Lowe, May 8, 1908, in Deed No. 16149, in Township 61 South, Range 32 East.

All Fractional Section 5 not conveyed by Trustees I. I. Fund of Florida to Jas. A. Wadde<sup>11</sup>, July 20, 1903, in Deed No. 15834, in Township 61 South, Range 32 East.

All Fractional Section 9 not conveyed by Trustees I. I. Fund of Florida to J. H. Tatum, May 8, 1908, in Deed No. 16148, and to Howell C. Lowe, May 8, 1908, in Deed No. 16149, and to G. W. Davis, May 8, 1908, in Deed No. 16150, in Township 61 South, Range 32 East.

All Fractional Section 10, not conveyed by Trustees I. I. Fund of Florida to G. W. Davis, May 8, 1908, in Deed No. 16150, to J. H. Tatum, May 8, 1908, in Deed No. 16151, and to Jas. A. Waddell, July 20, 1903, in Deed No. 15834, in Township 61 South, Range 32 East.

All Sections 11, 12, all Fractional Section 13, and all Fractional Sections 14 and 15, not conveyed by Trustees I. I. Fund of Florida to Jas. A. Waddell, July 20, 1903, in Deed No. 15834, in Township 61 South, Range 32 East.

All except Section 16, in Township 59 South, Range 33 East.

All except Section 16, in Township 60 South, Range 33 East.

SW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of Section 3, in Township 61 South, Range 33 East.

All except Section 16 in Township 59 South, Range 34 East.

All except Section 16, in Township 60 South, Range 34 East.

NW. ¼ of NW. ¼ of Section 7, in Township 61 South, Range 34 East.

All except Section 16, in Township 59 South, Range 35 East.

All except Section 16, in Township 60 South, Range 35 East.

All of Fractional except Section 16 in Township 61 South, Range 35 East.

All except Section 16, in Township 59 South, Range 36 East.

All except Section 16, in Township 60 South, Range 36 East.

All Fractional except Section 16, in Township 61 South, Range 36 East.

All Lots 1, 2, 3 and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of Section 13; Lot 1, NW.  $\frac{1}{4}$  of NE,  $\frac{1}{4}$ , S.  $\frac{1}{2}$  of NE.  $\frac{1}{4}$  and E.  $\frac{1}{2}$  of SE.  $\frac{1}{4}$  Section 14; N.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$ , SE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$ , N.  $\frac{1}{2}$  of SE.  $\frac{1}{4}$ , and Lots 1, 2, 3, 4, 5, of Section 15; NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$ , E.  $\frac{1}{2}$  of SW.  $\frac{1}{4}$ , and Lots 3 and 6 of Section 19; S.  $\frac{1}{2}$  of NE.  $\frac{1}{4}$  and S.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$  of Section 20; N.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and Lot 4 of Section 21; Lots 1, 5, 6, 7 of Section 22; Lots 2, 5, 6, 7, and NW.  $\frac{1}{4}$  and N.  $\frac{1}{2}$  of SW.  $\frac{1}{4}$  of Section 23; Lot 1 of Section 24; Lots 1 and 2 of Section 27; Lot 1 of Section 28; Lots 2 and 3 of Section 29; Lots 3, 4, 7, 8, 9, SW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and E.  $\frac{1}{2}$  of SW.  $\frac{1}{4}$  of Section 30; Lots 1, 2, 3, 5, N.  $\frac{1}{2}$  of NE.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of Section 31, in Township 60 South, Range 37 East.

All Fractional Sections 7, 8 and 9; Lots 1, 2, 3, 5, 6, 7, of Section 17; Lots 3, 6, 7, 8, of Section 18; Lots 1, 2, 3, 4, of Section 19; all Fractional Section 21, in Township 60 South, Range 38 East, containing an estimated acreage of 210,000 acres, in full satisfaction and release of all rights, claims, interests or demands of the said Florida East Coast Railway Company against the Trustees of the Internal Improvement Fund of the State of

Florida on account of any lands claimed by the said Railroad Company, or the Jacksonville, St. Augustine and Indian River Railway Company; Jacksonville, St. Augustine and Halifax River Railway Company; The St. Augustine and Halifax River Railway Company; St. Augustine and Palatka Railway Company; and the St. Johns and Halifax River Railway Company, or either of them, and in full settlement, satisfaction and release of all rights, claims, interests or demands of said Florida East Coast Railway Company in, to or against the lands mentioned or involved or covered in or by the said suit of Florida East Coast Railway Company against the Trustees of the Internal Improvement Fund, said Florida Coast Line Canal and Transportation Company, et al., in the Circuit Court for Palm Beach County, Florida, in chancery, or against said Trustees in the Circuit Court for Leon County, Florida, in chancery, and for any and all claims or demands of said Railway Company against said Trustees and said Florida Coast Line Canal and Transportation Company, or either of them, and against the Internal Improvement Fund of Florida, or the Trustees thereof, on account of lands claimed to have been earned by the said Florida East Coast Railway Company, or any of its constituent companies, or any of its predecessors in title for any railroad, branch or extension constructed by said Railroad Company or Companies; and that said Florida East Coast Railway Company will assign and transfer to the State Board of Education of the State of Florida all remaining rights, claims or interests of its land grants made, or claimed to be made, to it, or any of the above named corporations by or under any law of the State of Florida, and especially of the residue of its right under Chapter 4260, Laws of 1893, granting to the said Jacksonville, St. Augustine and Indian River Railway Company lands approximating 2,040,000 acres, and also its right and claim to the lands that were in place in alternate sections on either side of said railroad

or any of the above named railroads, as of the date of the construction of said railroad by sections, and the said Railroad Company's right of indemnity therfore, and all claims whatsoever against said Internal Improvement Fund and that said Company will dismiss the two suits above mentioned at its cost.

Mr. W. W. Dewhurst, representing the Florida East Coast Railway Company, appeared before the Trustees, and after more discussion of the proposition embraced in the above resolution, the terms of a contract were agreed upon between him, as representing the Florida East Coast Railway Company, which contract having been prepared and ready for execution, was executed by the Florida East Coast Railway Company and the Trustees of the Internal Improvement Fund, and is as follows, except the description of the lands, which is embraced in the foregoing resolution.

# STATE OF FLORIDA.

County of Leon.

ARTICLES OF AGREEMENT Entered into between Albert W. Gilchrist, as Governor; W. V. Knott, as Comptroller; Park Trammell, as Attorney General; J. C. Luning, as State. Treasurer, and W. A. McRae, as Commissioner of Agriculture, of the State of Florida, constituting the Trustees of the Internal Improvement Fund of the State of Florida, and in their capacity as such Trustees hereinafter referred to as "The Trustees," of the one part, and the Florida East Coast Railway Company, a Railroad Corporation organized under the laws of the State of Florida, and hereafter referred to as "The Company", of the other part;

Whereas, The Company heretofore, to-wit, in the year 1896, acquired all the rights, privileges, franchises, land grants and properties of the Jacksonville, St. Augustine and Halifax River Railway Company, a Railroad Cor-

poration organized under the laws of Florida; and in the same year acquired all the rights, privileges, franchises, land grants and properties of the St. Augustine and Halifax River Railway Company, a Railroad Corporation organized under the laws of Florida, which said Company was formerly known as the St. Augustine and Palatka Railway Company; and in the same year acquired all the rights, privileges, franchises, land grants and properties of the St. Johns and Halifax River Railway Company, a Railroad Corporation organized under the laws of Florida; which said Company was formerly known as the St. Johns and Halifax Railway or Railroad Company; and

Whereas. The above named Jacksonville, St. Augustine and Halifax River Railway Company constructed a railroad from Jacksonville to St. Augustine, thereby claiming to have earned under the provisions of the general act of the Legislature of Florida for the incorporation of railroads and canals One Hundred and Thirty-five Thousand, Six Hundred and Sixty-seven and Twenty One-Hundredths (135,667.20) acres of Swamp and Overflowed lands belonging to the State of Florida; and the St Augustine and Palatka Railway Company and the St. Augustine and Halifax River Railway Company constructed a line of railroad from a point near St. Augustine to Palatka, thereby claiming to have earned under the provisions of the said general act Eighty-three Thousand Three Hundred and Ninety-Six and Eighty One-Hundredths (83,396.80-100) acres for the entire length of road so constructed; and the St. Johns and Halifax River Railway Company and its predecessors, the St. Johns and Halifax Railway Company constructed a line of Railroad from East Palatka to the Halifax River, in Volusia County, thereby claiming to have earned under the provisions of said general act One Hundred and Eighty-four Thousand Three Hundred and Twenty (184,-320) acres of Swamp and Overflowed lands for the entire length of road constructed; and

Whereas, The Legislature of the State of Florida, in the vear 1883, by Chapter 3492, Laws of Florida, granted the Jacksonville, St. Augustine and Halifax River Railway Company a sufficiency of lands to make up 3840 acres per mile of its constructed railroad to be taken in odd or even sections lying nearest its line of road from lands granted the State of Florida by the Act of September 28th, 1850, and in the year 1885, by Chapter 3650, Laws of Florida, granted to the St. Johns and Halifax Railway Company the alternate sections of the Swamp lands within six miles of its route, and lands within twenty miles of its line of route to make up any insufficiency of lands within six miles, and in the year 1893, by Chapter 4260, Laws of Florida, granted to the Jacksonville, St. Augustine and Indian River Railway Company, to aid in the construction of its road, eight thousand acres of land for each mile of road, main line or branches, constructed, or which it might construct, south of Daytona, said grant being made of the Swamp and Overflowed lands owned by the State which might be nearest the line of road, its branches or extensions: and

Whereas, The said last named Railroad Company was organized under the laws of the State of Florida, under the name of the Florida Coast and Gulf Railway Company, and its name was afterwards changed to the Jacksonville, St. Augustine and Indian River Railway Company, and later changed to the Florida East Coast Railway Company, and constructed a line of railroad from Daytona to the extreme southern point of the mainland of Florida, thereby claiming to have earned under the provisions of the said general act One Million One-Hundred and Ninety Thousand, Four Hundred (1,190,400) acres of Swamp and Overflowed lands, and under the provisions of the said special act of 1893, Chapter 4260, by reason of the construction of the said Railroad, Two Million and Forty Thousand (2,040,000) acres of Swamp and Overflowed lands; and

Whereas, The Company filed its bill in the Circuit Court of the Second Judicial Circuit of Florida, for Leon County, against the Trustees, to compel the conveyance by the Trustees to the said Company of all the Swamp and Overflowed lands granted said Company by said Chapter 4260, Laws of Florida, and earned by the said Jacksonville, St. Augustine and Indian River Railway Company, by reason of the construction of its railroad aforesaid from Daytona south, which said suit is now pending in said Court, and undisposed of; and the said Company filed its bill in the Circuit Court of Florida, for the County of Palm Beach, against the Trustees and the Florida Coast Line Canal and Transportation Company and said Bion H. Barnett, to compel the Trustees to execute and deliver to the Company a deed to the Swamp and Overflowed lands which were in place in alternate sections within six miles of the line of said railroads above mentioned, between Jacksonville, in Duval County, and the southern extremity of the mainland of Florida, in Dade County, when said railroads were completed, claimed by the company to be approximately Five Hundred Thousand (500,000) acres of land. and to compel the Trustees to deliver the Company deeds to a sufficient quantity of lands within twenty miles of the said line of constructed road to aggregate, with the alternate sections of Swamp and Overflowed lands lying within six miles of said railroad, 3840 acres per mile for the entire distance from Jacksonville to the southern extremity of the mainland of Florida, less Two Hundred and Fifty-one Thousand and Six and Eighteen One-Hundredths (251,006.18) acres, the quantity of land which has already been received by the above named several Railroad Companies which built the road between Jacksonville and Daytona, which now are a part of the Florida East Coast Railroad; the said bill also seeking to make parties defendant, the holders of all such lands to whom the same may have been theretofore conveyed by the Trustees of the Internal Improvement Fund, particularly the above named Florida Coast Line Canal and Transportation Company, and to compel the Trustees to convey to the said Company a sufficient quantity of Swamp and Overflowed lands to make up 3840 acres per mile from Jacksonville to St. Augustine and also from Daytona to the southern extremity of the mainland of Florida, a distance of approximately 300 miles, and praying that the Trustees be enjoined from selling, contracting to sell or in any way parting with, or disposing of any part of the lands granted to the State of Florida by the Act of Congress of September 28th, 1850, now held by the Trustees; and

Whereas, The Company claims to be the owner and possessor, free of all liens and encumbrances, of the rights, privileges, franchises, land grants and properties of the above named Jacksonville, St. Augustine and Halifax River Railway Company, the St. Augustine and Halifax River Railway Company, the St. Augustine and Palatka Railway Company, the St. Johns and Halifax Railway Company and the St. Johns and Halifax Railway Company; and

Whereas, The above named Florida Coast Line Caual and Transportation Company, under various acts of the Legislature, from 1885 to 1903, claimed that it was entitled to receive from the State of Florida, under the provisions of said acts of the Legislature, 3840 acres per mile for the entire length of its canal from St. Augustine to Biscayne Bay, and the predecessors of the present Trustees of the Internal Improvement Fund at different times executed and delivered to said Canal Company deeds to lands held in reserve by the Trustees of the Internal Improvement Fund for the benefit of said Company, and in A. D. 1906, under a contract with said Canal Company for the construction of its canal and branches, executed deeds to said Canal Company for approximately Three Hundred and Thirty Thousand (330,000) acres of

land, and placed the same in escrow to be delivered to said Canal Company upon the completion by the said Canal Company of its canal, a part of which are claimed by said Florida East Coast Railway Company as lands by it earned by the construction of its said Railroad; and

Whereas, The Trustees and the Company are willing to compromise and settle the claims of the Company against the Trustees and against the Internal Improvement Fund of the State of Florida on account of lands claimed by the Company to have been earned by the above named Railroad Corporations, under the general act of the State of Florida for the incorporation of railroads and canals, and the special acts aforesaid, Chapter 3492, Laws of 1883, Chapter 3660, Laws of 1885, and Chapter 4260, Laws of 1893, and other special laws granting lands to said railroad companies by reason of the construction of a railroad line from Jacksonville to the southern extremity of the mainland of the State of Florida, which said claims aggregate approximately, as they now exist, Two Million, Six Hundred and Seventy-four Thousand, Six Hundred and Ninety-two (2,674,692) acres of land.

Now, Therefore, these Articles of Agreement Witnesseth, That the Company, in consideration of the promises and agreements of the Trustees hereinafter recited, and the further consideration of Ten Dollars to it in hand paid by the Trustees, the receipt of which is hereby acknowledged, promises and agrees to, and hereby by these presents, transfers and assigns to the State board of Education of the State of Florida, all its rights, claims or interests in and to the land grants made or claimed to be made to the Company, or any of the above named corporations, by or under any law of the State of Florida, and all the residue of its right, interest and claim under said Chapter 4260, Laws of 1893, granting to the said Jacksonville, St. Augustine and Indian River Railway Company Eight Thousand (8000) acres of Swamp and Overflowed land

for each mile of railroad constructed, or which said corporation might construct, south of Daytona; and also the Company's right, interest, title and claim to the Swamp and Overflowed lands that were in place in alternate sections on each side of said railroad, or any of the above named railroads, as of the date of the construction of said railroad by sections, and the said Company's right of indemnity therefor; and hereby, by these presents, agrees to dismiss, at its cost, the suits above mentioned pending against the Trustees in the Circuit Court of the State of Florida for Leon County, Florida, and in the Circuit Court of the State of Florida for Palm Beach County, Florida, wherein, in the first mentioned of said suits, the Company is the complainant and the Trustees of the Internal Improvement Fund of the State of Florida are defendants, and in the second of said suits, the Company is the complainant and the Trustees of the Internal Improvement Fund of the State of Florida, the Florida Coast Line Canal and Transportation Company and Bion H. Barnett are defendants; that the Company, by these presents, acknowledges full and complete satisfaction and release, and hereby releases, satisfies and discharges all of the rights, claims, interests or demands of the Company against the Trustees or against the Internal Improvement Fund of the State of Florida on account of any lands claimed by the Company, or the said Jacksonville, St. Augustine and Indian River Railway Company; the said Jacksonville, St. Augustine and Halifax River Railway Company; the said St. Augustine and Halifax River Railway Company; the said St. Augustine and Palatka Railway Company; the said St. Johns and Halifax Railway or Railroad Company; and the said St. Johns and Halifax River Railway Company, or either of them, and full settlement, satisfaction and release of all rights, claims, interests or demands of the Company arising out of any grant of lands by the Legislature of the State of Florida in, to or against the lands mentioned or involved or covered in or by the said two above mentioned suits, or either of them, and of any and all claims or demands of the Company against the Trustees, and also all claims and demands against the Florida Coast Line Canal and Transportation Company as to said lands, except such claims and demands as may exist under or by reason of any contract or agreement by and between said Company, or Henry M. Flagler, and said Florida Coast Line Canal and Transportation Company.

In consideration of the premises the Trustees hereby promise and agree to execute and deliver to the Company a deed of conveyance to the following described lands.

In Witness Whereof Said parties have hereunto signed and sealed in duplicate this agreement, consisting of nine pages, numbered from one to nine, the 14th day of December, A. D. 1912.

ALBERT W. GILCHRIST,

Governor.

W. V. KNOTT, (SEAL)

Comptroller.

FARK TRAMMELL, (SEAL)

Attorney General. (SEAL)

J. C. LUNING,

State Treasurer.

W. A. McRAE, (SEAL) Commissioner of Agriculture.

AS TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

FLORIDA EAST COAST RAILWAY COMPANY,

By J. R. PARROTT, (SEAL)

President. Attest:

H. S. JENISON,

Assistant Secretary.

Thereupon the Trustees executed and delivered to the

Florida East Coast Railway Company a deed of conveyance to the lands above described.

The Trustees then adjourned.

ALBERT W. GILCHRIST,

Attest:

Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, December 16, 1912.

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, Comptroller,

J. C. Luning, Treasurer,

Park Trammell, Attorney General,

W. A. McRae, Commissioner of Agriculture.

The Trustees met for the purpose of considering bids submitted for excavating a canal in the Everglades under the following advertisement:

## EVERGLADES DRAINAGE CANALS.

Notice to Contractors.

Sealed bids for the construction of a drainage canal between Lake Okeechobee and Lake Worth will be received by the Trustees of the Internal Improvement Fund, and the Board of Drainage Commissioners of the State of Florida, J. Stuart Lewis, Secretary, at Tallahassee, Florida, until 10 o'clock A. M. on the 16th day of December, 1912, at which place and time the bids submitted will be opened and publicly read.

Two separate bids will be invited as follows:

For Canal A— $42\frac{1}{2}$  miles long, having an average width on the bottom of 75 feet and an average depth of 11 feet, requiring the excavation of approximately 7,100,000 cubic yards of earth and 665,000 cubic yards of rock.

For Canal B—In lieu of Canal A,  $42^{\frac{1}{2}}$  miles long, having an average width on the bottom of 45 feet and an average depth of 11 feet, requiring the excavation of approximately 4,600,000 cubic yards of earth and 400,000 cubic yards of rock.

The work is to be begun on the 1st day of July, 1913.

No bid will be considered unless accompanied by a certified check for one per cent of the amount bid, made payable to J. C. Luning, State Treasurer, as a guarantee that the successful bidder will execute a proper contract and bond acceptable to the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners within fifteen days. Checks of unsuccessful bidders will be returned to them immediately after award of contract.

The Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners reserve the right to reject any and all bids.

General instructions for bidders, plans, specifications, etc., may be obtained from the office of the Chief Drainage Engineer, at Tallahassee, Fla.

Ordered by the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners.

(Signed) F. C. ELLIOTT, Acting Chief Drainage Engineer.

(Signed) J. STUART LEWIS, Secretary. The following bids were considered, under plans and specifications prepared by and adopted under the direction of the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, a copy of which plans and specifications are on file in the office of the Secretary:

Furst-Clark Construction Company, Baltimore, Maryland.

Earth	Rock	Without Classification	
Price per cu. yd.	Price per cu, yd.	Price per cu. yd.	
\$0.079	\$0.40	No. bid Canal A	
\$0.08	\$0.40	No. bid Canal B	

Miami Engineering and Construction Company, Miami, Florida,

\$0.0925	\$0.30	No. bid	Canal A
\$0.0875	\$0.275	No bid	Canal B

Hillsborough Dredging Company, Tampa, Florida.

\$0.099	\$0.249	No. bid	Canal A
\$0.094	\$0.242	No. bid	Canal B

National Construction Company, Birmingham, Alabama.

\$0.065	\$0.20	\$0.0765	Canal	A
\$0.065	\$0.20	\$0.0781	Canal	В

After the bids were opened and read, the following report of the Acting Chief Drainage Engineer was read, showing the difference in cost between Canals "A" and "B", basing the construction of each canal upon the lowest bid submitted, that of the National Construction Company, of Birmingham, Alabama:

"Tallahassee, Florida, December 15, 1912.

Trustees Internal Improvement Fund and Board of Drainage Commissioners, Tallahassee, Florida.

#### Gentlemen:-

The lowest bid submitted for the construction of the West Palm Beach Canal is that of the National Construction Company, as follows:

Earth.	Rock.	Without classification	on.
Price per cu. yd.	Price per cu. y	d. Price per cu.	yd.
Canal A \$0.065	Canal A	\$0.20 \$0.07	765
Canal B \$0.065	Canal B	\$0.20 \$0.0	781

Computing the cost of excavation from the above figures we have the following:

		Canal A	
Cla	ssified.		Without classification.
Earth	\$461,500.00		
Rock	\$133,000.00		\$594,022.50
Total	\$594,500.00		\$594,022.50
*		Canal B	
Earth	\$299,000.00		
Rock	\$ 80,000.00		\$390,500.00
Total	\$379,000.00		\$390,500.00

The difference in cost between Canal A and Canal B is as follows: \$215,500.00, \$203,522.50 in favor of Canal B.

# Respectfully submitted,

(Signed) F. C. ELLIOT, Acting Chief Drainage Engineer."

The contract was awarded to the National Construction Company, of Birmingham, Alabama, with the understanding that the Trustees and the Board of Drainage Commissioners would hold the same for a few days pending the decision of the Trustees and the Board of Drainage Commissioners as to which canal would be used, "A" or "B", the contract to be forwarded to the above named National Construction Company, of Birmingham, Alabama, for their signatures and bond.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, December 17, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

Minutes of November 22, 23, 29, December 10, 14 and 16, 1912, were read and approved.

The following bill was presented, approved and ordered paid:

Ben F. Cone, Special Examiner, to services in case Florida East Coast Railway Company vs. Trustees of the Internal Improvement Fund Florida Coast Line Canal and Trans-

portation Company and Bion H. Barnett,	
bill of Dec. 14, 1912\$	73.05
The following bills were presented, approved dered referred to the Board of Drainage Commis	
Furst-Clark Construction Company, Estimate No. 29, for work done in the Everglades for November, 1912, showing 179,995 cubic yards of earth excavated and 25,699 cubic yards of rock excavated, which, at 8 and 20 cents per cubic yard, respectively, amounts to \$19,446.12, from which the tenth payment due for the purchase price of dredges, etc., \$12,-	
083.33, was ordered deducted, leaving balance due	7,362.79
pany, Estimate No. 5, for work done on Cypress and Snake Creek Canals, November, 1912	4,122.09
done on Lock No. 1, Miami Canal, November, 1912	773.50
	12,258.38
The Trustees then adjourned.	

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST,
J. STUART LEWIS, Governor.
Secretary.

Tallahassee, Florida, December 18, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

V. W. Helm and R. M. Price, officials of the Everglades Sugar and Land Company, the Everglades Land Sales Company and the Everglades Land Company, submitted in writing several matters for the consideration of the Trustees relating to proposed improvements on lands of the Companies named, which were considered, and the following resolutions were adopted:

Resolved. That the rock, earth and material piled out on the North and South banks of the South New River canal through the lands of the Everglades Sugar and Land Company and the Davie Experimental Farm be not removed therefrom without permission in writing of the Trustees of the Internal Improvement Fund, and that the officials and agents of said Companies are especially authorized and requested to prohibit any person from removing said material without presenting the written permission of the Trustees of the Internal Improvement Fund permitting them so to do. That the request on behalf of the Companies that the Trustees establish the policy of maintaining the south bank of the South New River canal through the lands above mentioned, and the north and south banks of said canal through the Davie Experimental Farm at a height of not less than 5 feet above the level of the surface of the ground be referred to the Acting Chief Drainage Engineer for his investigation and report.

Resolved, That the application to exchange the 30-acre tract heretofore conveyed to R. P. Davie in Deed Numbered 16,333, dated November 3, 1911, which is situated

about half a mile distant from the Davie Experimental Farm tract for a 30-acre tract adjoining the lands of the Davie Experimental Farm be favorably considered, the land to be so deeded to be hereafter agreed upon.

Resolved, That the proposition relating to granting a sales contract on the lands owned by the Trustees between the South New River canal and the lands of the Everglades Sugar and Land Company, in T. 50, R. 40, and T. 50, R. 41, or the purchase outright of said lands be considered favorably, and, upon a definite proposition in detail, will be duly considered, and, if found acceptable, will be so acted upon.

Resolved, That the Acting Chief Drainage Engineer be, and is hereby, instructed to proceed to have the lands of the Companies in Townships 50, 51, 52 and 53, Ranges 38 and 39, surveyed into sections and monuments placed at each corner at the earliest reasonable moment, and to require bills for the work and services done rendered in duplicate for the Acting Chief Drainage Engineer's approval, and the transmissal of one copy thereof to the officials of the Companies at Miami, Florida, who are to advance the funds and defray the expenses incident to the survey of said lands, it being understood between the representatives of the Companies and the Trustees at this meeting that the Companies are to advance the moneys incident to such survey work, and that the Trustees will reimburse the Companies therefor within a reasonable time, estimated at one year from date of completion of work.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, December 19, 1912.

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, Comptroller,

J. C. Luning, Treasurer,

Park Trammell, Attorney General,

W. A. McRae, Commissioner of Agriculture.

Mr. T. F. McCall, of St. Petersburg, appeared before the Board and requested the Trustees to have the unsurveyed part of Section 36, Township 30 South, Range 15 east, inspected. The Secretary was instructed to write Mr. N. Barco, State Land Inspecting and Selecting Agent, to make this inspection as soon as practicable and report same to the Trustees.

Mr. O. Randolph, representing the Palm Beach Farms Co., appeared before the Trustees relative to a strip of land lying between Sections 31, 32, 33 and West ½ of Section 34, Township 44, South Range 42, East, and the West ½ of Section 3, and Sections 4, 5, and 6 of Township 45, South, Range 42 East, and requested permission to purchase same for the Palm Beach Farms Company as it was contiguous to the lands owned by the Palm Beach Farms Company.

The Trustees upon motion agreed that if the above company would offer \$15.00 per acre for the land that they would advertise same for a term of five weeks as required by Law and at the expiration of the term of advertisement would quit-claim their interest in said land

to the Palm Beach Farms Company, provided there is no higher bid received than the said \$15.00 per acre.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, December 23, 1912.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

#### Present:

Albert W. Gilchirst, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
Park Trammell, Attorney General,
W. A. McRae, Commissioner of Agriculture,

The recommendations of the Acting Chief Drainage Engineer as to amended instructions for surveying the land embraced in U. S. Patent No. 137, known as the Everglades, were read and adopted, as follows:

# AMENDED INSTRUCTIONS

For Surveying the Land Embraced in U. S. Patent No. 137, known as the Everglades.

WHEREAS, The Trustees of the Internal Improvement Fund of the State of Florida did, on December 29, 1910, approve and adopt certain resolutions for surveying the land embraced in U. S. Patent No. 137, known as the Everglades; and

WHEREAS, These instructions were based on the lines and corners established by the U.S. Survey of the adjacent territory, together with a map and resolutions of the Trustees of the Internal Improvement Fund, adopted June 11, 1907; and

WHEREAS, The field notes, with few exceptions, of the U.S. Survey show the townships abutting the Everglades to be 480 chains long on each side, and the sections to be one mile square; and

WHEREAS, The official map adopted by the Trustees was predicated on the Government Survey and Field Notes, and was supposed to give townships six miles square, containing 640 acres each; and

WHEREAS, It has been found by actual measurement that practically all the townships adjacent to the land embraced in the Everglades Patent No. 137 are more than 480 chains long, and the sections more than one mile square, and it being the desire and intention of the Trustees to have the sections contain 640 acres each, no more nor less, if possible; therefore,

BE IT RESOLVED, That the instructions heretofore issued be, and the same are hereby amended to as to subdivide the land embraced in the U. S. Patent No. 137 into townships six miles square, each township containing 36 sections of 640 acres each, as near as may be, and the same be made to conform as nearly as practicable to the U. S. requirements in regard to the survey of public lands, and that the surplus found to exist be placed as shown on the accompanying map, as near as practicable; the object of the map being to show the general plan of the survey and the general distribution of the surplus,

if any. Said map to be filed in the office of the Secretary of the Trustees.

The Southwest corner of T. 50 South, Range 41 East, has been recently established and marked with a galvanized pipe with a bronze cap suitably inscribed. I have selected this corner as the initial point, marked "O" on the map, from which the survey of that part of the territory east of the range line between R. 36 and 37 East shall be made.

That portion of the Everglades lying east of the range line between R. 36 and 37 shall be surveyed as follows:

Commencing at the southwest corner of T. 50 South, R. 41 East, marked "O" on the accompanying plat, a line shall be run due west twenty-four (24) miles to the point "M". Monuments shall be set on this line at distances of six (6), twelve (12), eighteen (18) and twenty-four (24) miles respectively from the point "O".

From the point "O" a line shall be run due north thirty (30) miles to the point "P". Monuments shall be set on this line at distances of six (6), twelve (12), eighteen (18) and twenty-four (24) miles respectively from the point "O" to mark the township corners of R. 40 East.

From the point "M", a line shall be run northerly thirty (30) miles to the point "S" parallel to the line "O P", and monuments shall be set on this line at distances of six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) miles from the point "M" to mark the township corners of R. 37 East.

From the point "P", a line shall be run due west for twenty-four (24) miles to the point "S", and monuments shall be set on this line at distances of six (6), twelve (12) and eighteen (18) miles from the point "P" to mark the township corners.

From the monuments on the opposite side of the rectangle thus formed, lines shall be run north and south and east and west, thus dividing the rectangle into twenty (20) townships six (6) miles square, and containing thirty-six (36) sections of 640 acres each. At the intersection of these lines monuments shall be placed to mark the township corners.

Commencing at the northwest corner of T. 44 South, R. 41 East, marked "F" on the map, a line shall be run south retracing the western boundary of this township to the southwest corner thereof, and thence due south to the point "E" twelve (12) miles distant from the point of beginning at "F". Monuments shall be placed on this line at distances of six (6) and twelve (12) miles from the point "F" to mark the township corners in R. 40 East.

From the point "E", a line shall be run due west twenty-four (24) miles to the point "D". On this line monuments shall be set at distances of six (6), twelve (12), eighteen (18) and twenty-four (24) miles from the point "E" to mark the township corners.

From the point "D" a line shall be run northerly twelve (12) miles, to the point "C", parallel to the line "E F", and monuments shall be placed on this line at distances of six (6) and twelve (12) miles from the point "D".

From the point "F" a line shall be run due west to the point "C", and monuments shall be set on this line at distances of six (6), twelve (12) and eighteen (18) miles to mark the township corners. From the monument six (6) miles south of the point "F" on the line "F E", a line shall be run due west to intercept the line "C D", six (6) miles north of the point "D". From the monument on the line "D E" lines shall be run north to the line "C F". At the intersection of these lines in the rectangle C D E F monuments shall be placed to mark the township corners.

From the southwest corner of Townships 44, 45, 46, 47, 48 and 49 South, R. 42 East, lines shall be run due

west to intercept the line O P E F. Monuments shall be placed on this line at the point of interception to mark the township corners in R. 41 East.

From the northwest corner of Township 42 South, R. 39 East, a line shall be run due west to 2 chain above high water mark on the shore of Lake Okeechobee, where a monument will be set, and on this line at a point six (6) miles from the point of beginning, a monument shall be established. Commencing at the northwest corner of T. 42 South, R. 40 East, a line shall be run retracing the western boundary of this township to the southwest corner thereof; and thence to a point six (6) miles distant to the point marked "Z" on the map. At distances of six (6), and twelve (12) miles respectively from the point of beginning monuments shall be placed marking the township corners in R. 39 East. Lines shall be run due west from these monuments to 2 chain above high water mark on the shore of Lake Okeechobee, and a monument set. On the line " Z X" at distances of six (6), twelve (12) and eighteen (18) miles monuments shall be placed to mark the township corners of T. 43 South. On the line separating Townships 42 and 43 there will be a double set of corners; one for Township 42 and one for Town ship 43. The corners of the townships south of the line shall be set six (6) and twelve (12) miles respectively from southeast corner of T. 42 South, R. 39 East, as previously established by the U.S. Government Survey. The corners of the township south of that line shall be set respectively six (6) and twelve (12) miles from the northeast corner of T. 43 South, R. 39 East. From these monuments lines shall be run due north to intercept the south boundary of T. 41, or to ½ chain above high water mark on the east shore of Lake Okeechobee. On these lines six (6) miles distant from the monuments on the line "Z X" monuments shall be placed to mark the township corners.

Commencing at the point "O", a line shall be run due

south to the north boundary, or the north boundary produced, of T. 52 South, R. 41 East; thence along the western boundary of Townships 52 and 53 south to a point eighteen (18) miles distant from the point of beginning at "O" marked "R" on the map. On this line monuments shall be placed at distances of six (6), twelve (12) and eighteen (18) miles from the point "O" to mark the township corners in R, 40 East.

From the point "M", a line shall be run due south eighteen (18) miles to the point "T". Monuments shall be set on this line at distances of six (6), twelve (12) and eighteen (18) miles from the point "M" to mark the township corners. From the point "R", a line shall be run due west to the point "T", and monuments placed on this line at distances of six (6), twelve (12) and eighteen (18) miles from the point "R".

Beginning at the point "L", a line shall be run due south a distance of thirty (30) miles to the point "W", and on this line monuments shall be set at distances of six (6), twelve (12), eighteen (18) twenty-four (24) and thirty (30) miles to mark the township corners in R. 37 East. From the corners set respectively at six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) miles on this line, lines shall be run easterly to close on the township corners of R. 38 East.

The monuments on the opposite sides of this rectangle O M T R shall be connected by north and south and east and west lines, and at the intersection of these lines monuments shall be established to mark the township corners.

From the N. W. corner of T. 55 South, R. 40 East, a line shall be run due north for a distance of six (6) miles to the point "V". From the point "V", a line shall be run due west eighteen (18) miles to the point "L", and on this line monuments shall be placed at distances

of six (6), twelve (12) and eighteen (18) miles from the point "V" to mark the township corners.

From the monument on the line "V L", six (6) miles west of the point "V", a line shall be run due south to intercept the north boundary of T. 55 S., or this boundary produced.

From the monument twelve (12) miles west of "V" on the line "V L", a line shall be run due south. Monuments shall be established thereon at distances of six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) miles to mark the township corners thereon in R. 37 E. From the monuments at eighteen (18) and twenty-four (24) miles south of the point "L" lines shall be run east to intercept the range line between 37 and 38, and monuments shall be placed at these points of interception to mark the township corners.

That portion of the Everglades lying west of the range line between Ranges 36 and 37 E., shall be surveyed as follows:

From the N. E. corner of T. 45 S., R. 33 E., marked "A" on the map, a line shall be run due east to the point "B" distant eighteen (18) miles from the point "A". Monuments shall be placed on this line at distances of six (6), twelve (12) and etighteen (18) miles from the point "A" to mark the township corners.

From these monuments on the line "A B" lines shall be run due north to ½ chain above high water mark on the shore of Lake Okeechobee and monuments set at intervals of six miles to mark the Township corners.

From the S. E. corner of Township 42 S., Range 31 E., a line shall be run due east to  $\frac{1}{2}$  chain above the high water mark on the shore of Lake Okeechobee, and on this line monuments shall be placed at distances of six (6) and twelve (12) miles from the point of beginning to mark the township corners in T. 42 S. From these monu-

ments lines shall be run due north to  $\frac{1}{2}$  chain above high water mark on the shore of Lake Okeechobee.

From the southeast corner of T. 42 South, R. 31 East, a line shall be run north to close with the northeast corner of said township as previously established.

From the point "A" on the map a line shall be run due north to intercept the line on the south side of T. 42 South, and a monument shall be placed on this line six (6) miles north of "A", and also at the point of its interception with the south line of T. 42 South.

From the N. W. corner of T. 44 S., R. 34 E., a line shall be run east to close on the monuments previously set on the range lines between 34 and 35 East, and 35 and 36 East, or to one-half chain above high water mark on the shore of Lake Okeechobee.

From the northeast corner of T. 44 South, R. 32 East, a line shall be run due north to intercept the south line of T. 42 South, as previously run. At this interception a monument shall be placed to mark the northeast corner of T. 43 South, R. 32 East and N. W. corner of T. 43 S., R. 33 E.

From the northeast corner of T. 44 South, R. 31 East, a line shal be run north to the south boundary of T. 42 South. At this interception a monument shall be placed to mark the N. E. corner of T. 43 South, R. 31 East, and N. W. corner of T. 43 South, R. 32 East.

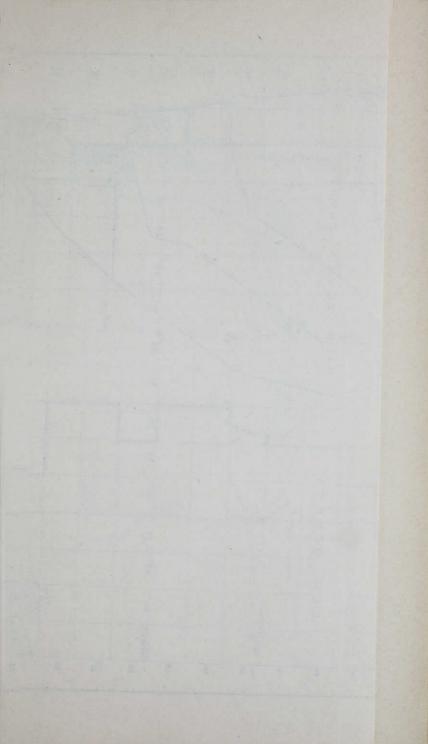
From the point "A", the eastern boundary of Townships 45 South, 46 South, and 47 South, shall be retraced for a distance of eighteen (18) miles to the point "N." Monuments shall be placed on this line at distances of six (6), twelve (12) and eighteen (18) miles to mark the township corners in R. 34 East. From the point "N" a line shall be run due east for a distance of eighteen (18) miles to the point "G," and on this line monuments shall be placed at distances of six (6), twelve (12) and eighteen (18) miles to mark the township corners.

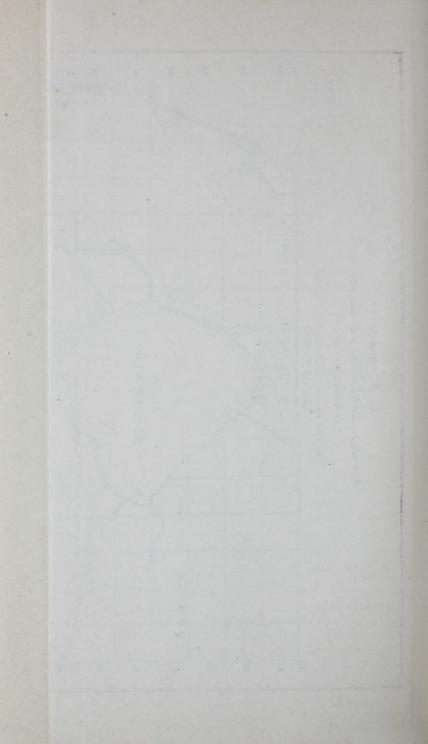
From "G" a line shall be run northerly parallel with the line "A N" to the point "B," and monuments shall be placed at distances of six (6), and twelve (12) miles from "G" on this line, to mark the township corners in T. 36 East, thus completing the square A B G M. From the monuments on the opposite sides of this square lines shall be run parallel with "B G", and east and west parallel with "H B". At the intersection of these lines monuments shall be placed to mark the township corners, thus dividing the square into nine townships containing 36 sections of 640 acres each.

From the southeast corner of T. 49 South, R. 34 East, marked "J" on the map, the eastern boundary of Townships 49 South and 48 South shall be retraced and monuments placed thereon at distances of six (6), and twelve (12) miles from the point "J" to mark the Township corners in R. 35 East.

From the point "J" a line shall be run due east twelve (12) miles to the point "H", and from the point "H" a line shall be run northerly parallel with the line "I J" for a distance of twelve (12) miles to the point "K". The monuments on the opposite sides of the square I J H K shall be connected by straight lines and monuments placed to mark the corners of the townships thus formed.

From the point "J", a line shall be run to the northeast corner of T. 51 South, Range 34 East, and thence retracing the eastern boundary of this township; also the eastern boundary of T. 52 South, R. 34 East and project this line for a distance of twenty-four miles from the point "J" to the point "Q". On this line monuments shall be set at distances of six (6), twelve (12) eighteen (18) and twenty-four (24) miles from the point "J" From the point "Q"a line shall be run due east for a distance of twelve (12) miles to the point "Z", and monuments placed on this line at distances of six (6), and twelve (12) miles from the point "Q". From the point





"Z", a line shall be run parallel with the line "J Q" to the point "H", and on this line monuments shall be placed at distances of six (6), twelve (12) and eighteen (18) miles from the point "Z" forming the rectangle J Q Z H. The monuments on the opposite sides of this rectangle shall be connected by lines parallel with the lines "J Q" and "J H", thus dividing the rectangle into eight townships six (6) miles square containing thirty-six (36) sections of 640 acres each.

From the southeast corner of T. 52 South, R. 33 East, a line shall be run due south for a distance of six (6) miles and a monument placed to mark the southeast corner of T. 53 South, R. 33 East. From this monument a line shall be run west to the southeast corner of T. 53 South, R. 32 East. From the monument at the southeast corner of T. 53 South, R. 32 East, a line shall be run due east to intercept the line "W L" produced. point on the line "W L" produced, marked "U" on the map, a line shall be run south for a distance of thirty (30) miles and monuments placed on this line at distances of six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) miles to mark the township corners in R. 36 East. From these monuments thus placed lines shall be run due west to the shore of the Gulf of Mexico, and monuments placed on these lines at intervals of six (6) miles from the line "L W". North and south lines shall be run through the monuments thus set to complete the boundaries of the several townships. These lines shall be extended to the south boundary of T. 53 South.

The shore of Lake Okeechobee, lying within the bounds of U. S. Patent No. 137, shall be meandered so that the meander line shall be substantially, as far as practicable, parallel to the shore of the Lake, and follow said shore approximately one-half (½) chain above high water mark, as nearly as practical; the purpose of said meander line being to define and establish the lake side boundary of lands lying adjacent to Lake Okeechobee.

The Acting Chief Drainage Engineer was instructed to have washout at Lock No. 1, North New River Canal, around wing wall, repaired at once.

The Acting Chief Drainage Engineer reported that on account of soft ground at Lock No. 1, Miami Canal, it would be necessary to make certain changes in the foundation plan, and his suggested changes were adopted and he was instructed to have such changes made.

Upon motion it was unanimously adopted that hereafter in all deeds made by the Trustees to lands located on Lake Okeechobee all Riparian Rights shall be reserved to the Trustees of the Internal Improvement Fund.

The Trustees then adjourned.

ALBERT W. GILCHRIST,

Attest:

Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, December 26, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

The following resolution was adopted:

Whereas, It appears from the records of the Trustees

that the Trustees of the Internal Improvement Fund caused to be published a notice in the Palm Beach Weekly News, a newspaper published in West Palm Beach, Florida, and in the True Democrat, a newspaper published in Tallahassee, Florida, a notice of the intention of the Trustees to sell the following described lands on July 10, 1912:

Section Eleven (11), the East Half of Southwest Quarter (E.½ of S.W.¼) and East Half (E.½) of Section Fifteen (15), Sections Twenty-three (23), Twenty-seven (27) and Thirty-five (35) of Township Forty-four (44), South, Range Thirty-seven (37) East.

Sections Seven (7), Nineteen (19), Twenty-seven (27), Thirty-one (31) and Thirty-five (35), in Township Forty-four (44) South, Range Thirty-eight (38) East.

Sections Three (3), Eleven (11), Fifteen (15), Twenty-three (23), Twenty-seven (27) and Thirty-five (35), in Township Forty-five (45) South, Range Thirty-eight (38) East; and

Whereas, Said notices were published in said newspapers for the first time on June 14, 1912, and for the last time on July 5, 1912, and once each week, including those dates; and

Whereas, William A. Otis submitted his bid for the purchase of said lands at the price of \$15.00 per acre, and said bid was accepted; and

Whereas, The Trustees discovered that said notice of their intention to sell said lands had not been published for the full period of thirty days in accordance with the requirements of Chapter 5943, Acts of 1909. as amended by Chapter 6160, of the Acts of 1911, and that it is necessary to readvertise said lands to comply with the requirements of the statutes in such case provided; therefore

Be It Resolved, By the Trustees of the Internal Improvement Fund that the above described lands be readvertised in the Palm Beach County, a newspaper published in West Palm Beach, Florida, and in The True Democrat, a newspaper published in Tallahassee, Florida, and in the Florida Times-Union, a newspaper published in Jacksonville, Florida, for the full term of thirty days, and that said lands be described according to the map or plat issued by the Trustees upon the lands embraced in the Everglades Patent from the United States of America to the State of Florida, said lands now being or to be surveyed by said Trustees in substantial conformity therewith:

#### NOTICE.

Of Sale of Lands in the Everglades Drainage District by the Trustees of the Internal Improvement Fund of the State of Florida.

Tallahassee, Florida, December 26, 1912.

Notice is hereby given that the Trustees of the Internal Improvement Fund of the State of Florida will receive bids until 10 o'clock A. M. Wednesday, February 5, 1913, for the following lands, described according to the map or plat issued by the Trustees upon the lands embraced in the Everglades Patent from the United States of America to the State of Florida, said lands now being or to be surveyed by said Trustees in substantial conformity therewith, to-wit:

Section Eleven (11), the East Half of Southwest Quarter (E.½ of S.W.¼) and East Half (E.½) of Section Fifteen (15), Sections Twenty-three (23), Twenty-seven (27) and Thirty-five (35) of Township Forty-four (44) South, Range Thirty-seven (37) East.

Sections Seven (7), Nineteen (19), Twenty-seven (27), Thirty-one (31) and Thirty-five (35) of Township Forty-four (44) South, Range Thirty-eight (38) East.

Sections Three (3), Eleven (11), Fifteen (15), Twenty-three (23), Twenty-seven (27) and Thirty-five (35) of Township Forty-five (45) South, Range Thirty-eight (38) East.

Bids will be received for the above described lands as a whole or in tracts of one or more sections, for cash or in payments of one-fifth cash and one-third of the remainder in eight, sixteen and twenty-four months from date of sale, without interest on deferred payments, unless the purchaser or purchasers should fail to pay the deferred payments at maturity, in case there are deferred payments, when eight per cent interest shall be paid upon said deferred payments remaining unpaid after maturity.

Said lands to be subject to the reservations provided by Chapter 6159, Laws of Florida, and to provide additional funds for the construction of the canal from Lake Okeechobee to Lake Worth.

A certified check for the sum of three per cent of the price bid, made payable to J. C. Luning, State Treasurer, shall accompany each bid. The checks of the unsuccessful bidders to be returned immediately after the decision of the Trustees as to the acceptance or rejection of the bids submitted.

All bids must be sealed and addressed to Albert W. Gilchrist, Governor and Chairman, Trustees Internal Improvement Fund, Tallahassee, Florida, marked "Bids of State Lands," and must be received not later than 10 o'clock A. M. Wednesday, February 5, 1912.

A space of one hundred and thirty (130) feet from the center of any canal, or canals, will be reserved from the deed to any of the above described lands through which the Trustees of the Internal Improvement Fund may decide at any time to construct, or authorize to be constructed, said reserved space of two hundred and sixty (260) feet to be the property of the State and held by it for its own use and purposes.

The right to reject any or all bids is reserved.

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

(Signed) ALBERT W. GILCHRIST, J. STUART LEWIS, Governor. Secretary.

The following bills were presented, approved and ordered paid:

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, December 27, 1912.

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, Comptroller,
J. C. Luning, Treasurer,
Park Trammell, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The Trustees met for the purpose of considering the question of a settlement of the litigation between the Carrabelle, Tallahassee and Georgia Railroad Company and the Trustees.

Whereupon the following resolution was adopted.

WHEREAS, The Thomasville, Tallahassee and Gulf Railroad Company was incorporated under the general incorporation laws of the State of Florida for the incorporation of railroads and canals, and in 1883, by Chapter 3494, the Legislature of Florida granted the said Railroad 15,000 acres per mile for each mile of road completed, to aid in the construction of a line between Tallahassee and Thomasville, such land grant being limited by the act to territory lying north of latitude 29 and west of Longitude 82½; and

WHEREAS, The Legislature at different times subsequent to said act extended the time of the commencement of the construction of said road; and

WHEREAS, The name of the said road was changed to the Augusta, Tallahassee and Gulf Railroad Company about 1889, and about the year 1891 the Carrabelle, Tallahassee and Georgia Railroad Company was organized under the general incorporation laws of the State of Florida for the incorporation of railroads and canals, for the purpose of constructing a railroad from Carrabelle to Tallahassee and thence to the northern boundary of the State of Florida in the direction of Thomasville; and

WHEREAS, The Legislature of Florida, in the year 1893, by Chapter 4264, transferred, assigned and continued to the Carrabelle, Tallahassee and Georgia Railroad Company the grant of land made in 1883 to the Thomasville, Tallahassee and Gulf Railroad Company, and extended the territory within which the lands were

to be chosen, directing that the same be taken from the lands lying nearest the line of railroad; and

WHEREAS, By subsequent Acts of the Legislature, from 1893 to 1901, inclusive, the Legislature extended the time for the completion of the road to Tallahassee from Carrabelle and to the northern boundary of the State; and

WHEREAS, Said road was completed from Carrabelle to Tallahassee on the first day of January, 1894, and, under the provision of the said Acts of the Legislature, earned, by reason of the construction of such road, 732,300 acres to be selected from the lands lying nearest the line of railroad; and

WHEREAS, Heretofore, at different times, the Trustees of the Internal Improvement Fund have conveyed to the said railroad company 183,970 acres of land and obtained a release from the assignees of said company of 35,324 acres, leaving a balance of 513,005.22 due to said railroad company according to the provisions of above named Acts of the Legislature for the construction of the road from Carrabelle to Tallahassee; and

WHEREAS, The Trustees of the Internal Improvement Fund are engaged in the work of draining and reclaiming the Everglades, which were patented to the State of Florida by Act of Congress of September 28, 1850, such work being directed and required to be done by an Act of the Legislature, approved January 6, 1855, imposing upon the Trustees of the Internal Improvement Fund of the State of Florida the trust of the drainage and reclamation of the swamp and overflowed lands acquired by the State under the said Act of Congress; and

WHEREAS, In the execution of the trust of drainage and reclamation of said lands the Trustees of the Internal Improvement Fund are compelled to expend large sums of money, which sums are derived from the sale of swamp and overflowed lands and a drainage tax of five cents per acre upon the lands lying within a certain drainage district; that the sale of the lands, or pledging of them, to secure loans, is absolutely necessary to a continuation of the work of drainage and reclamation of the lands and of the discharge of the trust aforesaid; and

WHEREAS, The claim of the above named railroad tends to obstruct the Trustees of the Internal Improvement Fund in the sale of swamp and overflowed lands, creates a cloud upon the title of the Trustees and tends to reduce the price which the Trustees should receive for the lands, and would seriously embarrass the Trustees in any effort to pledge said lands for the purpose of raising money thereon, and thereby hinders, obstructs and embarrasses the Trustees in the work of draining and reclaiming said lands and in discharging the trust aforesaid; and

WHEREAS, The Trustees deem it advisable and just to compromise and settle the claim of the above named Carrabelle, Tallahassee and Georgia Railroad Company, if the same may be done upon a just and equitable basis; therefore

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund that they will convey to the said Railroad Company, without delay, the following described lands:

All of sections One (1) to Thirty-six (36) inclusive, except Section Sixteen (16), in Township Fifty-eight (58) South, Range Thirty-six (36) East, described according to the map or plat issued by the Trustees in 1911 of the lands lying in the Everglades, said lands now being or to be surveyed by said Trustees in substantial conformity with said plat; that in the matter of surveying the particular lands to be conveyed to said Railroad Company the

Trustees shall not obligate themselves to sectionize said Township, but only to define the Township and Range lines surrounding said Township.

That said land above described shall be conveyed in full satisfaction and release of all rights, titles, claims, interests or demands of the said Carrabelle, Tallahassee and Georgia Railroad Company, or its assigns, against the Trustees of the Internal Improvement Fund on account of any lands claimed by said Railroad Company by that name, or by the name of the Thomasville, Tallahassee and Gulf Railroad Company, or the Augusta, Tallahassee and Gulf Railroad Company, to have been granted the said Railroad Company to aid in the construction of a line of road from Carrabelle to Tallahassee and thence to the northern boundary line of the State of Florida by the above mentioned Acts of the Legislature, or any other Acts of the Legislature of the State of Florida, either general or special, not herein particularly mentioned, and that the said Carrabelle, Tallahassee and Georgia Railroad Company will assign and transfer to the State Board of Education of the State of Florida all rights, claims or interests in and to any land grants made, or claimed to be made to it.

Hon. F. T. Myers, Counsel, R. B. Coleman, General Manager of the Georgia, Florida and Alabama Railroad Company, and R. A. McTyer, Secretary to President of the Georgia, Florida and Alabama Railroad Company, representing the assignee of the said Carrabelle, Tallahassee and Georgia Railroad Company, appeared before the Trustees of the Internal Improvement Fund, and after more discussion of the proposition embraced in the foregoing resolution, the above named parties, representing the Georgia, Florida and Alabama Railroad Company and J. P. Williams, President of the Georgia, Florida and Alabama Railroad Company, concurred in and agreed to the propositions embraced in the foregoing resolution.

Thereupon, W. H. Ellis, as counsel for the Trustees, was directed to prepare a contract to be executed by the Trustees of the Internal Improvement Fund, on the one part, and the assignee of the Carrabelle, Tallahassee and Georgia Railroad Company, on the other, embracing the propositions as set forth in the foregoing resolution, which contract being prepared, and later submitted to the Trustees, and the terms thereof agreed to between the above named parties, the execution of the same was deferred until such time as Hon. F. T. Myers, Counsel for the Railroad Company, could submit to the Trustees the evidence of the assignment by the above named Carrabelle, Tallahassee and Georgia Railroad Company of its claim to the lands under the land grant referred to in the foregoing resolution.

It being distinctly understood and agreed to between the Trustees and the said F. T. Myers, R. B. Coleman and R. A. McTyer, representing the Georgia, Florida and Alabama Railroad Company and J. P. Williams, President of the Georgia, Florida and Alabama Railroad Company, that upon the execution of said contract by the lawful assignee of said Carrabelle, Tallahassee and Georgia Railroad Company on the one part and the Trustees on the other, it should take effect as of this date, so that the lands described in said resolution and to be conveyed by the Trustees pursuant to the agreement to be hereafter executed should be assessed for taxes for the year 1913 to the said lawful assignee of the Railroad Company.

The following resolution was unanimously adopted.

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund of the State of Florida: That W. H. Ellis, Attorney for the Trustees, is hereby directed to inform Mr. R. J. Bolles that he has been instructed to commence suit within ten days for the collection of the money now due the Trustees by the said Bolles, unless

in such time the said Bolles shall have made satisfactory arrangements with the Trustees for the payment of same.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, December 28, 1912,

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Atorney General.

W. A. McRae, Commissioner of Agriculture.

The Secretary submitted the contract for the construction of the Palm Beach Canal which had been executed by the National Construction Company, of Birmingham, Alabama. The contract having been executed by all the parties was ordered to be recorded in the minutes and is as follows:

Articles of Agreement Made and concluded this 24th day of December, A. D. 1912, at Tallahassee, in the State of Florida, by and between A. W. Gilchrist, Governor; W. V. Knott, Comptroller; J. C. Luning, State Treasurer; Park Trammell, Attorney General; W. A. McRae, Commissioner of Agriculture, of the State of Florida, as

Trustees of the Internal Improvement Fund of the State of Florida, and as members of and composing the Board of Drainage Commissioners of the State of Florida, parties of the first part, hereinafter designated and called "the first parties" and the National Construction Company, a corporation organized and doing business under the laws of the State of Alabama, with its principal office in the City of Birmingham, in the State of Alabama, party of the second part, and hereafter designated and called "the Company."

Whereas, On November 23, 1912, the first parties, in their capacity aforesaid as Trustees of the Internal Improvement Fund of the State of Florida, and as the Board of Drainage Commissioners of said State, adopted certain specifications for the excavation and construction of a drainage canal to connect Lake Okeechobee with Lake Worth: Said proposed canal to begin at Lake Okeechobee at a point above the upper end of Pelican Lake, near the Township line between Townships 41 and 42, and follow a southeasterly direction to the southwest corner of Township 43 South, Range 40 East, thence easterly along the Township line between Townships 43 and 44 South to the southeast corner of Section 31, in Township 43 South, Range 43 East, thence southeasterly to the upper end of Lake Clark, thence through Lake Clark to its lower arm, thence from the lower arm of Lake Clark southeasterly to Lake Worth, connecting the waters of Lake Okeechobee with the Atlantic Ocean; Said specifications for the excavation and construction of said canal being signed by F. C. Elliot, Acting Chief Drainage Engineer, and approved by the Board of Drainage Commissioners, by J. Stuart Lewis, Secretary, a map showing the location of said proposed canal and a profile, plan or drawing showing surface of the ground, depth of earth, depth of rock and the bottom of the proposed canal accompanied said specifications and were made a part thereof: and

Whereas, The said F. C. Elliot, Acting Chief Drainage Engineer, in behalf of the said Board of Drainage Commissioners, caused to be published a notice in certain newspapers to the effect that sealed bids for the construction of a drainage canal between Lake Okeechobee and Lake Worth would be received by the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, of the State of Florida, until 10 o'clock A. M., on the 16th day of December, 1912, at Tallahassee, Florida, at which time and place the bids submitted would be opened and publicly read; and

Whereas, The Company submitted its proposal to the said Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners, of the State of Florida, for excavating and constructing the said proposed drainage canal, which, in said specifications and notice, was designated "A", at the price of six cents and one-half cent (6½) per cubic yard for earth excavation, and twenty cents (20) per cubic yard for rock excavation and seven cents and sixty-five hundredths of a cent (.0765) per cubic yard for entire excavation without classification, which said proposal was accepted by the first parties for entire excavation, including earth and rock, without classification, or seven cents and sixty-five hundredths of a cent (.0765) per cubic yard.

Now, Therefore, This Agreement Witnesseth, That the Company, in consideration of the premises, and promises and agreements of the first parties hereinafter recited, promises, covenants and agrees to and with the first parties as follows:

1. That the Company will furnish the dredges, machinery, tools, implements and labor necessary and needful to the excavation and construction of said canal; that it will excavate and construct said canal in conformity with the specifications, map and profile, plan or drawing hereinbefore referred to and made a part of this agree-

ment, for and in consideration of the sum of seven centsand sixty-five hundredths of a cent ((0.765) per cubic vard for the entire excavation, without classification; that the Company will conform to and observe the specifications above mentioned in each and every particular in the construction of said canal; that the same shall be constructed by the Company to have a width of 70 feet on the bottom at Lake Okeechobee and shall gradually increase to a width of 80 feet on the bottom at Lake Clark, and that the said canal between such points shall be so constructed that the depth thereof shall be from 8 to 15 feet, varying according to ground surface elevation; that from Lake Clark to Lake Worth said canal shall be constructed so that it shall have a width of 60 feet on the bottom and an average depth of 15 feet; that the Company will not sublet the work or any part thereof, nor contract with any person or persons for any excavation in the building and construction of said canal without the approval of the first parties expressed in writing; that if at any time during the construction of said canal, and prior to its final completion and acceptance, any portion or part of said canal should become impaired or obstructed by the deposit of silt, muck or sand, or the erosion of the banks from any cause, such deposit shall, upon the written order of the Engineer representing the first parties, be cleaned out by the Company to the dimensions specified in said specifications, within a reasonable time after such notice in writing, at its own expense; Provided if said portion of said canal so impaired or obstructed was originally cut and excavated in a workmanlike manner and in accordance with said specifications, and such obstruction or impairment resulted from floods, unstable material, or from any other cause over which the Company had no control, and no authority or power to prevent, then, in that event, the Company will, upon the written order of the Engineer representing the first parties, remove said obstructions and clean out said canal to the dimensions specified in said specifications within a reasonable time after such notice at and for the price of six and one-half  $(6\frac{1}{2})$  cents per cubic yard.

2. The Company further agrees to promptly pay all just claims for material used and labor employed and all just claims for damages sustained to any person or persons that may accrue in the construction and excavation of said canal; and shall and will save the first parties harmless against all such claims that may arise out of matters growing out of this agreement or in any manner resulting from the work of constructing and excavating said canal.

The Company further covenants and agrees to observe and conform to said specifications in the matter of placing excavated material; that the material excavated from said canals shall be the property of the first parties, that such material so excavated shall be deposited about onehalf on each side of the center of said canal in such way as to leave a clear berm of not less than eight feet with such slope to the spoil bank as the material naturally assumes when dropped from the excavator, that the material of the spoil banks shall be allowed to take a natural slope on the side next the canal, except in places where the work is done with a hydraulic dredge, in which case a retaining wall or embankment not exceeding five feet high shall be built parallel with the canal and fifteen feet from the side slope thereof to prevent material excavated from running back into the canal; that all standing timber along the route of said canal for a distance of one hundred feet on each side of the center line thereof shall be removed by the Company, and the timber so removed may be used by the Company for any purpose in the construction of said canal as the Company may desire, and that the price to be paid the Company under this agreement by the first parties shall include the removal of such standing timber as aforesaid; that the Company will

leave openings in the berm or spoil bank on each side of said canal for surface drainage at such points along the route of said canal as may be designated by the Engineer representing the first parties, but said openings shall not be closer than one mile apart on each side. The Company further agrees that along the route of said canal at such points as may be designated by the Engineer representing the first parties it will construct spur canals twenty feet wide and four feet deep extending back from the main canal at such an angle as the said Engineer may direct and for a distance not exceeding two hundred feet; that the Company will construct said spurs as aforesaid and excavate same at the same price per cubic vard for the excavation of material as is designated in this contract for the excavation of material in the construction of the main canal; that the Company will commence work on the said proposed canal on the First Day of July, 1913, and said canal must be fully completed within thirty months from the date of beginning work thereon, and that in this matter time shall be of the essence of this contract.

The Company further agrees to enter into a good and sufficient bond with some reliable surety company as surety to be approved by the first parties, said bond to be payable to the first parties in the sum of Ninety Thousand Dollars (\$90,000.00), and conditioned upon the faithful performance and execution of the work of constructing and excavating said canal by the Company within the time and manner specified in this agreement and the specifications hereto attached, and in accordance with the terms and provisions thereof; and said Company shall designate some one person on each dredge employed by the Company as its representative to whom written instructions and orders may be given by the first parties from time to time in relation to the work, and that the service of such writen instructions and orders upon such person shall be binding upon the Company.

In Consideration of the Premises the first parties agree to and with the Company as follows:

- 5. That they will employ a competent Drainage Engineer who shall have general supervision of the work and will furnish to the Company such grades and levels as are necessary for the proper construction of said canal; that the first parties shall cause said Engineer to make a careful estimate, monthly, for the amount of work done by the Company during the preceding month; such estimate shall show the length of the canal excavated, the average width and depth, the number of cubic yards of rock and earth removed and the total cost thereof at the contract price; that the first parties shall, thereupon, within fifteen days after such report is submited, pay to the Company Ninety Per Cent. of the amount shown by such report to have been earned, it being mutually agreed that the remaining Ten Per Cent shall be withheld and retained each month by the first parties until the Company has completed the work according to the terms of this agreement and said canals have been accepted by the first parties.
- 6. The first parties further agree to pay to the Company for the excavation and construction of said canal the sum of seven cents and sixty-five hundredths of a cent per cubic yard for each cubic yard of earth, rock and material excavated, without regard to classification, and that the payments by the first parties shall be made to the Company as indicated in the foregoing paragraph.
- 7. It is mutually agreed between the parties hereto that the decisions, findings and awards of the Drainage Engineer to be employed and designated by the first parties relating to any part of the said work of constructing said proposed canal, or the amount or character of the work done, shall be binding between the parties hereto, provided that the Company may appeal from any decision of such Engineer to the Trustees of the Internal Im-

provement Fund of the State of Florida, whose decisions shall be final as between the Company and the first parties; that the first parties shall have the right to employ as Engineer whomsoever they will and may discharge him at their pleasure without consulting the Company.

- 8. It is hereby mutually agreed between the parties hereto that the specifications hereinbefore referred to for the excavation and construction of said canal, together with the map which accompanied same, showing location of said canal, and the profile, plan or drawing showing the surface of the ground, depth of earth and depth of rock and the bottom of said canal, which accompanied said specifications, and the notice to contractors, published as aforesaid, shall be made a part of this agreement and that the same are hereto attached marked "A", "B", "C", respectively.
- It is mutually agreed that the first parties may suspend the work to be done under this agreement, or discontinue the same entirely, by giving to the Company, or the person designated by it to receive instructions and orders, as hereinbefore mentioned, Thirty Days written notice of the first parties' intention so to do, and in the event the said first parties shall suspend the work for a period of Three Months, or discontinue the same entirely before Fifty Per Cent of the work contracted for shall have been completed, then and in that, or in either such case, the first parties shall pay to the Company the reserved per cent held by the first parties to the date of such suspension of work. and shall in addition thereto pay to the said Company the sum of Twenty-five Thousand Dollars, which sum the Company hereby agrees shall be received and accepted by the Company as fixed, agreed and liquidated damages, and the Company hereby agrees and covenants to receive said sum in full payment, settlement and satisfaction of whatever damages the Company may sustain by reason or on account of such suspension, or

entire discontinuance of said work, and this contract shall thereupon become null and void and the parties thereto shall be released from any further obligations thereunder. In the event, however, the first parties shall suspend the work upon said canal for a period of Three Months after Fifty Per Cent of the work contracted for snall have been completed, or shall discontinue the work entirely after such time, then, and in that, or either such case, the first parties shall pay to the Company the reserved per cent. held by the Company at the date of such suspension, and in addition thereto the sum of Fifteen Thousand Dollars, which sum the Company hereby agrees and covemants shall be received and accepted by it as fixed, agreed and liquidated damages, and the Company agrees to receive the same in full payment, settlement and satisfaction for whatever damages the Company may sustain by reason, or on account of such suspension, or entire discontinuance of said work at such time, and the contract shall therefrom become null and void and the parties hereto shall be released from any further obligations thereunder.

10. It is hereby further mutually covenanted and agreed between the parties hereto that time is and shall be of the essence of this agreement; that the parties hereto will faithfully observe, abide by and perform the various provisions, covenants and conditions contained and set forth in said printed specifications for such proposed canal, which said specifications are hereto attached, and that if the Company shall make any default in the due performance of this agreement, or any promises, covenants and agreements on its part to be performed, or shall fail to duly proceed with the said work of excavating and constructing said canal at the time and in the manner provided in this contract and in said specifications, or shall, in the judgment of the engineer representing the first parties, fail to prosecute faithfully and diligently the work of excavating and constructing said canal in accordance with the specifications and requirements of this contract, then, and in either of such case, the first parties shall have the power to annul this contract by giving to the Company fifteen days' notice in writing, and upon the giving of such notice all payments to the Company under this contract shall cease and all money or reserved percentage due or to become due thereunder shall be retained by the first parties until the final completion and acceptance of the work herein stipulated to be done, and the first parties shall have the right to continue said work of constructing and excavating said canal, or may let the same to some other contractor upon publication of thirty days notice of their intention to let such contract, and the amount which may be due to the Company under the provisions of this agreement at the time of such letting of the contract may be applied by the first parties to the completion of said work on said canal.

These Articles of Agreement Executed in duplicate.

In Testimony Whereof, The first parties have hereunto subscribed their names and official titles as Trustees of the Internal Improvement Fund of the State of Florida, and as the Board of Drainage Commissioners of the State of Florida, and the Company has caused its corporate name to be signed by its Vice-President and General Manager and its corporate seal to be attached hereto by its Secretary, under a resolution duly authorizing the execution of this agreement duly adopted by the Board of Directors of the Company this the day and year first above written.

(Signed)

ALBERT W. GILCHRIST, Governor.

W. V. KNOTT,

Comptroller.

J. C. LUNING,

State Treasurer.

PARK TRAMMELL,
Attorney General
W. A. McRAE,
Commissioner of Agriculture.

AS TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AND AS THE BOARD OF DRAINAGE COMMISSIONERS OF THE STATE OF FLORIDA.

Executed 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.

(Signed) G. T. WHITFIELD, J. STUART LEWIS.

NATIONAL CONSTUCTION COMPANY.

(Signed) By
W. F. GARRETSON,
Vice-President and General
Manager.

Executed in the presence of the following witnesses as to the National Construction Company.

(Signed) G. C. OLIVER, D. P. COLEMAN.

(SEAL)

Attested by:

GEO. M. WEBB, Sec. and Treas.

In the matter of deferred payments due by Dr. E. C. Chambers of Kansas City, Mo., under the terms of his Modified Contract, the Secretary was instructed to write the following letter:

Tallahassee, Florida, Dec. 28, 1912.

Dr. E. C. Chambers,

522 Midland Building,

Kansas City, Missouri.

Dear Sir :-

The Trustees of the Internal Improvement Fund direct me to write you that they are in urgent need of the money now due by you, and they are unwilling for you to spend the money due them on the improvements as per your request. The Trustees direct me to state that they would regret very much if you, in failing to make your payments, as per your Modified Contract, should force them to the extreme measures that are provided for in said Contract. On January 1, 1913, you will be in arrears for fully three months, the same aggregating fully \$15,000.00. As you know the said contract is now subject to cancellation by the Trustees.

The Trustees urge a prompt response and remittance from you.

Very truly yours,

(Signed) J. STUART LEWIS,

Secretary.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J STUART LEWIS.

Governor.

Secretary.

Tallahassee, Florida, December 30, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

Minutes of December 17, 18, 19, 23, 26, 27 and 28, 1912, were read and approved.

The following letter from W. W. Dewhurst, Counsel for the Florida East Coast Railway Company, was read:

"St. Augustine, Florida, December 28, 1912.

J. Stuart Lewis, Secretary of Board of Trustees of I. I. Fund, Tallahassee, Fla.

Dear Sir :-

Please advise the Board that the Florida East Coast Railway Company claim certain rights in the lands deeded by the Trustees to the Florida Coast Line Canal and Transportation Company, December 1, 1906. The deed numbered 15,972 is now held a escrow by the First National Bank of St. Augustine.

Such interest being claimed under a contract between said Canal Company and said Railway Company, and said Railway Company has this day brought suit to enforce its rights in said lands.

This notice is given the Board that the Trustees may not hereafter make any further and other conveyance of the land described in said escrow deed. I find that since the escrow deed was made and delivered the Trustees have again conveyed a part of the same lands in deeds 15,972, A, B and C.

If no third party had any interest in the lands conveyed to the Canal Company by the escrow deed, such new and additional deeds might be proper, and as to the three above named I will make no contest, but from this date on and after this notice it is expected that the Trustees will neither take back the escrow deed made to the Canal Company, nor make a new deed for any of the land therein described.

Yours,

(Signed) W. W. DEWHURST, Attorney."

And the following telegram from Hon. C. M. Cooper was also read:

"Jacksonville, Florida, Dec. 30, 1912.

Governor A. W. Gilchrist, Tallahassee, Fla.

I am informed that Dewhurst has begun suit for the East Coast Railway under the exception of not releasing claims against Canal Company which the Trustees let him put in contract of settlement with them, and that he sues Canal Company and St. Augustine Bank to tie up canal lands and the seventy-five thousand dollars in bank for work on canal to Daytona and southward. The Trustees will be necessary defendants. Do not deliver deed to East Coast Railway, and notify Dewhurst to dismiss suit and release all claims.

(Signed) C. M. COOPER."

Whereupon Hon. W. H. Ellis, Counsel for the Trustees, was instructed to write Hon. W. W. Dewhurst, Counsel for the Florida East Coast Railway Company, the following letter, and send copy of same to Hon. C. M. Cooper, Counsel for the Florida Coast Line Canal and Transportation Company:

Tallahassee, Florida, December 30, 1912.

Hon. W. W. Dewhurst, St. Augustine, Florida.

Dear Sir:—Since writing you this morning I have been advised by the Trustees of the Internal Improvement Fund that they are in receipt of a letter from you stating that the Florida East Coast Railway Company claims certain rights in lands deeded by the Trustees to the Florida Coast Line Canal and Transportation Company December 1, 1906; that such interest was claimed under a contract between the Canal Company and the Railroad Company, and that the Railroad Company had brought suit to enforce its rights in said lands; and that you had notified the Trustees not to make any further or other conveyances of the lands described in the escrow deeds, nor to take from the Canal Company a deed to any lands embraced in the escrow deeds.

The Trustees are advised by wire from Mr. Cooper that he had been informed that you had brought suit against the Canal Company and the St. Augustine Bank to tie up the lands of the Canal Company and the \$75,000.00 held by that Bank for work on the canal to Daytona and southward.

As stated to you by the Trustees when the settlement was effected between the Railroad Company and the Trustees, they had no interest in any contract that might exist between the East Coast Railway Company and the Canal Company, and, therefore, under your representation that the claim referred to in the agreement was a mere private matter between the Canal Company and the Railroad Company, the Trustees made no objection to the insertion of that clause.

You are advised that the \$75,000.00 held by the St. Augustine Bank was placed there by the Canal Company to be used for work on the canal to Daytona and southward. The Trustees delivered to the Canal Company

some time ago the last escrow deed, but before so doing required of the Canal Company the deposit of \$75,000.00 in the St. Augustine Bank to be used for work on the canal to Daytona and southward.

That money is held by the St. Augustine bank not as the property of the Canal Company absolutely, but as a trust fund to be expended for a certain purpose and under certain conditions.

The Trustees think that you should make no effort in behalf of the Railroad Company to interfere with this de posit, but leave the same to be expended according to the agreement between the Canal Company and the Trustees, as the public interests demand. The Trustees required this deposit to be made because of the public character of the work upon which it was to be expended, and I sincerely hope that you will not subject the Trustees to any litigation on account of the existence of any private arrangement between the Railroad Company and the Canal Company.

Yours truly,

(Signed) W. H. ELLIS, Counsel, Trustees I. I. Fund.

Hon. W. H. Ellis, Counsel for the Trustees, was instructed by them to take such legal action as is necessary to close up all Railroad Land Claims against the Internal Improvement Fund of the State of Florida and against the Trustees of said Fund.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST.

J. STUART LEWIS,

Governor.

Secretary.

## Tallahassee, Florida, December 31, 1912.

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, Comptroller.

J. C. Luning, Treasurer.

Park Trammell, Attorney General.

W. A. McRae, Commissioner of Agriculture.

The Acting Chief Drainage Engineer reported that the survey and examination of the canal of the Florida Coast Line Canal and Transportation Company had been completed by Mr. Glenn V. Scott, the Engineer detailed by the Trustees to do this work. This concludes the survey for the purpose of ascertaining the amount of excavation necessary for the restoration of the canal from the south end of the Mantanzas-Halifax Cut, southward to Biscayne Bay. In order to make the report thoroughly satisfactory, the Acting Chief Drainage Engineer was instructed to make a personal inspection of the same as soon as practicable and report his findings to the Trustees.

The Acting Chief Drainage Engineer was authorized to employ Mr. G. D. Curtis at a salary of \$125.00 per month as assistant in his office.

It was ordered that the Acting Chief Drainage Engineer be directed to keep an account of all expenditures made in connection with the work on the Florida Coast Line Canal and Transportation Company's line, and that all such bills be paid through the Secretary.

The following letter from Mr. J. R. Parrott, President of the Florida East Coast Railway Company, was read and ordered spread upon the minutes:

## Jacksonville, Florida.

Hon. Albert W. Gilchrist, Chairman Board of Trustees of I. I. Fund, of State of Florida, Tallahassee.

Dear Sir:-The Trustees having stated that, upon the lands south of Township 58, conveyed to our Company on the 14th instant, there were four or five squatters, and have requested that our Company respect the claims of these squatters to enter not to exceed eighty (80) acres of land upon which they reside, at the price of twentyfive (25) cents an acre; and the counsel for this Company having stated to the Trustees that such entry of the lands conveyed to this Company by the Trustees would be allowed after deed was made therefor; I hereby ratify and confirm such agreement on the part of our attorney, and advise the Trustees that our Company will make deeds to these four or five squatters on the land, upon their application within a reasonable time, at the price of 25 cents an acre, for not to exceed 80 acres, to each of said four or five squatters, if it be found that they were residing on the land at the date of said deed, namely, December 14, A. D. 1912. Yours very truly,

(Signed) J. R. PARROTT.

President.

The Secretary was instructed to take up the matter of locating squatters upon lands deeded the Florida East Coast Railway Company December 14, 1912, and inform them that they could purchase eighty acres of such lands at the price of twenty-five cents per acre if they made their application within a reasonable time.

A communication was received from Mr. V. J. Randolph, appointed Land Inspecting Agent March 27, 1912, at \$100.00 per month, and expenses for the time actually employed as such Land Inspecting Agent, and who has been detailed in the office of the Chief Drainage Engineer

since August 14, 1912, asking that he be allowed \$25.00 per month extra as expenses, or \$125.00 per month as draftsman, and it was unanimously decided by the Trustees to decline the request.

A letter from Mr. John T. Dismukes, President of the First National Bank of St. Augustine, was read, in which he stated that as custodian of the same he had delivered on November 25, 1912, a certain escrow deed, as per resolution of November 23, 1912, to the Florida Coast Line Canal and Transportation Company, and that there had been deposited by the said Canal Company two accounts in said First National Bank, No. 1 for \$50,000.00 and No. 2 for \$25,000.00, to be paid out in accordance with said resolution of November 23, 1912.

The Secretary was instructed to write Mr. G. C. Matthams, West Palm Beach, Florida, to have the \$25,000.00 donated by the citizens and property owners of Palm Beach County towards the excavation of Palm Beach Canal deposited in the two Banks of West Palm Beach in the sum of \$12,500.00 each, and send certificate of deposit certifying to the fact; also to have each bank send bonds of the United States, of other States, of this State or Counties or Municipalities to this State in the sum of \$15,000.00 each as security for said deposit, the same to be deposited with Hon. J. C. Luning, State Treasurer, for said Trustees, said deposit to draw  $2\frac{1}{2}$ % per annum upon daily balances, payable quarterly by check mailed to the Secretary.

The Trustees then adjourned.

Attest:

ALBERT W. GILCHRIST,

J. STUART LEWIS,

Governor.

Secretary.