

# In the Name of God. Amen.

1. J. J. Hurd

being of sound mind and memory, and considering the uncertainty of this frail and transitory life,  
do therefore make, ordain, publish and declare this to be my last Will and Testament, that is to say:

First—After all my lawful debts are paid and discharged, I give and bequeath unto

My daughter, Vestina Trepp, all the property  
of which I am possessed located and being  
at Parrish Dade County, State of Florida!

To W. B. Sawyer, M.D.: One half of my property  
on Avenue "G", beginning at the corner of 4<sup>th</sup> St  
and Avenue "G" City of Miami, Dade Co., Fla.

To <sup>Lizzie Mays and</sup> Johnnie Bill Lattimore the other half  
of my property on Avenue "G" beginning where  
the part bequeathed to Dr. W. B. Sawyer  
ends. Also I give to my grandchildren, Lizzie Mays  
and Johnnie Bill Lattimore, all of my  
property situated in that part of Miami,  
known as Baldwin's addition

Likewise I make, constitute and appoint

Allen Stokes and  
John R. Scott, Jr.

to be executors of this my last Will and Testament, hereby revoking all  
former Wills by me made.

In Witness Whereof, I have hereunto subscribed my name and affixed my seal the 29<sup>th</sup>  
day of November in the year of our Lord one thousand nine hundred and  
Sixteen

J. J. Hurd (Seal)  
his mark



The above partly written and printed instrument was subscribed by the said

*J. J. Hurd* in our presence and acknowledged by  
*him* to each of us; and *he* at the same time declared the above instrument, so sub-  
scribed, to be *his* last Will and Testament; and we, at *his* request, have signed our  
names as witnesses hereto, in *his* presence and in the presence of each other, and written  
opposite our names our respective places of residence.

*John R. Scott*  
*Grace Lee*

Witness.

Witness.

Witness.

*Miami, Fla.*

*Miami Fla.*

*Miami Fla.*

Residence.

Residence.

Residence.

*John R. Scott*

*Allen Stetson*

Executors

SAMUEL J. BARNO

*Samuel J. Barno*

*J. J. Hurd*

of  
**WILL**



No. 874

STATE OF FLORIDA  
COUNTY OF DADE

COUNTY JUDGE'S COURT

IN THE MATTER OF THE ESTATE OF:

J. J. HURD,

Deceased.

CERTIFIED COPY

LAST WILL AND TESTAMENT.

FRANKLIN PRESS, MIAMI, FLA.





# CERTIFICATE

I, ~~Carroll Thompson~~ Jean H. Thompson, Clerk of the County Judge's Court in and for the County of Dade and **Photostatic**

State of Florida, do hereby certify that the above and foregoing is a true and correct copy of **Last Will and Testament of J. J. Hurd, deceased, Late of Dade County, Florida.**

as the same remain on file and record in this court.

And I further certify that said **Will has been duly executed, proven and admitted to probate and record in and for Dade County according to the laws and usages of the State of Florida governing such matters**

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said Court at

Miami, Florida, this **10th** day of **February**, 19 **30**.

*Jean H. Thompson*  
Clerk County Judge's Court.





February 11, 1930

Mr. D. A. Dorsey  
1009 N.W. 2nd Ave.  
Miami, Florida

My Dear Sir:

re J.J. Hurd Estate and  
Johnnie Bell Johnson

I enclose certified photostatic copy of the will of J.J. Hurd, dated November 29th, 1916, and by reading same you will gather that Johnnie Bell Lattimore (nee Johnson) and Lizzie Mays were bequeathed jointly certain property on Ave. G., Miami, this land being Lot 37, and the north half of Lot 44 (37½ feet) in block 36N, Miami.

J.J. Hurd died in December 1916, and immediately after his death the will was admitted to Probate in Dade County. The additional property referred to in the Will as being in Baldwin's addition, I am unable to find any record of and there was no inventory filed among the Probate papers.

On August 2nd, 1919, W.B. Sawyer, one of the beneficiaries under the will, to whom had been bequeathed Lot 45, and the south one-half of Lot 44 in Block 36N, Miami (immediately adjoining the Latimore and Mays property) brought an action in Chancery in the Dade County Courts # 3806, against the executors and heirs of J.J. Hurd claiming that J.J. Hurd was owing him at the time of his death a note for \$1800.00 dated December 2nd, 1916, due in five years, and a note for \$2000.00 dated November 21st, 1916, due in one month, that the \$1800.00 note was secured by a mortgage dated December 2nd, 1916, covering Lots 37, 44, and 45, in Block 36N, Miami and recorded in mortgage book 65, page 32 of the Dade County Public Records. That a deed for the property set forth in the will as being bequeathed to him (Sawyer) was actually made and delivered on December 4th, 1916 (see Deed Book 166, Page 96) but the Complainant Sawyer contends that these conveyances were merely given as security for the moneys owed him by Hurd and asks that the property be foreclosed and recovered from for the moneys owing him.

A Guardian ad Litem--W.I. Evans was appointed for the minors Latimore and Mays and a final decree entered on February 26th, 1923, for an amount of something in excess



of \$7000.00, and the property was sold to the Complainant W.B. Sawyer for \$6000.00 and a Masters Deed issued on July 11th, 1924 (see Deed Book 440, Page 137).

During these proceedings one Alice Williamson Hurd claiming to be the widow of the deceased, intervened but withdrew her plea, and on February 14th, 1923, gave a Quit Claim Deed to W.B. Sawyer covering the property in litigation (see Deed Book 330, Page 113).

Elizabeth Forrest (nee Elizabeth Mays) and husband gave to W.B. Sawyer on October 29th, 1923, a Warranty Deed (see Deed Book 365, Page 349) conveying a one half interest in and to the south ten feet of Lot 36, and all of Lot 37, and the north half of Lot 44, all in Block 36<sub>N</sub>, Miami, and did also on the same day make a Quit Claim Deed to the same party for the said property (see Deed Book 365, Page 351).

Johnnie Bell Johnson (nee Lattimore) and husband Cliff Johnson gave to W.B. Sawyer on May 6th, 1924, a Quit Claim Deed to the south five feet of Lot 37 and all of Lots 44 and 45 (see Deed Book 432, Page 426), and did on the same date give a Warranty Deed to W.B. Sawyer for the south five feet of Lot 37, and the north seven and one half feet of Lot 44 (see Deed Book 428, Page 176).

W.B. Sawyer and wife made a Warranty Deed on May 6th, 1924, conveying to Johnnie Bell Johnson an undivided one half interest to the south ten feet of Lot 36, and the North 20 feet of Lot 37, this deed being fyled September 6th, 1924, and recorded in Deed Book 458, at Page 85. The intent of this deed apparently being to convey Sawyer's one half or any interest in the property to Johnnie Bell Johnson in settlement with her and the various transactions herein set out serve to clear up or merge all outstanding interests.

The grantee Johnnie Bell Johnson appears to have derived but little benefit from her ownership, for I am advised that Allen Stokes, one of the executors, has continued to collect the revenue without properly accounting for same to the owner and has neglected to pay the taxes.

A Tax Deed covering the South 10 feet of Lot 36 and the North 20 feet of Lot 37, was issued on October 3rd, 1929, by the City of Miami to the Garrison Investment Company (see Deed Book 1337, Page 294) as a result of these lands having been sold on June 6th, 1926, for \$721.80 taxes, under Tax Certificate 36264.



There would be nothing gained by Johnnie Bell Johnson in endeavoring to reopen the foreclosure action of Doctor Sawyer's, as she now owns 30 feet of property, subject of course to this Tax Deed, and under the Will of J.J. Hurd, she and her cousin Lizzy Mays were to be joint owners of 37½ feet. The aforesaid conveyances which may or may not be in order should not be disturbed.

An accounting from Allen Stokes should be demanded for the revenue secured from this property by him, and an action to quiet the title to these lands should be brought against the Garrison Investment Corp., to set aside this Tax Deed.

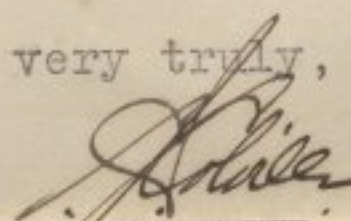
Johnnie Bell Johnson became of age only on March 28th, 1929.

I suggest that she joined by her husband convey to you this property by the making of a Warranty Deed, and that you bring the necessary action to quiet the title. This will be your protection for the expense and costs involved and will give such action more prestige and secure better attention than if brought by her, and this I understand, she is quite unable to do without your assistance.

When the title is cleared and the property has paid you out either through revenue or by sale, you and she can make whatever settlement or adjustment necessary.

I will be glad to assist you further or give your attorney the benefit of whatever work I have done in this matter.

Yours very truly,

  
C. J. Colville

CJCBC



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I will be glad to assist you further or give your attorney the benefit of whatever work I have done in this matter.

Yours very truly,

C. J. Colville

CJCBE