

Opinion of Mitchell D. Price of the law firm of Price & Price upon abstract of title, the last continuation of which is dated the 8th day of May A. D. 1923, in so far as same discloses the title to the following described Real Estate:

Lots 29, 30, 43 and 44 of Block "A" of Citrus Park Farms, according to plat thereof recorded in Plat Book 1, page 138 of the public records of Dade County, Florida.

In giving this opinion we are accepting the abstract presented to us for examination as correct, and are assuming that same points out and clearly indicates the marital status of all grantors and mortgagors, as disclosed by the records, and shows all defects, if any, in the execution of the several instruments in said abstract contained.

Liens for public improvements such as paving streets, laying sewers, building sidewalks, and cleaning lots, are sometimes shown by the abstracts submitted to us for examination, but very rarely are such liens mentioned or certified to in the abstractor's certificate attached to such abstracts. For this reason we advise in all cases where the property is located within the boundaries of any municipality, that certificates be obtained from the proper city officials showing that there are no liens for public improvements against the property described in the abstract. Liens of this character usually exist from the time that the doing of such work is authorized by the City Council or City Commissioners.

Taxes for the current calendar year are probably a lien upon above described property, and are assessable as of January the first, and become due and payable November first of each year. Under the Statutes they become liens from the date of their assessment.

Satisfactory proof should be furnished showing that the County and State Taxes last falling due have been paid. If the property is within the corporate limits of a municipality proof should also be furnished that the City or Town Taxes last maturing have been paid. If taxes for former years have not been paid the property should have been sold for taxes, and such sale should be shown by abstract.

The chain of title to most of the Sub-divisions of and Additions to the City of Miami and Miami Beach, Florida, contain building and race restrictions, which are usually considered for the benefit of the property. These restrictions are rarely, if ever, set forth in full in the abstract, and persons acquiring title under this opinion should satisfy themselves as to what building restrictions affect the property under consideration. Practically all lots in the original City of Miami, as shown by the A. L. Knowlton Plat, contain restrictions prohibiting the manufacture and sale of intoxicating liquor.

If any buildings are in process of construction or have been completed upon above described property within the last three months, persons acting under this opinion should see that all bills of labor and material have been paid, and if the property is occupied, the nature of the possession and rights of the occupants should also be investigated.

An examination of the title to the above described property, as disclosed by said abstract, subject to the matters above pointed out shows the fee simple title to be vested in

Lewis-Barkdull Company, a corporation incorporated under the laws of the State of Delaware,

subject to such irregularities, liens, defects, encumbrances, or conditions if any, as are hereinafter specifically designated.

1. The abstract submitted to us purports to show the title to Government lots 2, 3 and 4, and the Southwest Quarter of the Northeast Quarter, and South Half of the Northwest Quarter of Section 4 . As nearly as we can locate the property in question, it appears to be in the South Half of the Northwest Quarter of Section 4.

2. The early history of this title is very confused. The property was patented by the United States to the State of Florida, and was conveyed by the Trustees of the Internal Improvement Fund of the State of Florida on behalf of said state to Sir Edward James Reed. Sir Edward James Reed and wife conveyed the property to the Florida Land & Mortgage Company, a corporation incorporated under the laws of England. From this point, until the title passed into one Wm. B. Grant, the laws of the State of Florida appear to have been totally ignored in regard to conveying, mortgaging and releasing said property. At the time these instruments were executed however, there was a statute in force in the State of Florida which provided that whenever deeds or mortgages were executed in conformity with the laws of any foreign country, that they should have full force and effect in this state. We do not believe it possible to maintain this title in an action of ejectment against some person who holds possession under tax deed or other claim of title, because of the fact that it would be almost impossible to prove that the several instruments in the chain of title were executed in conformity with the laws of England as they existed at the time said deeds were executed.

One of the members of our firm has been employed on several occasions to defend ejectment suits in which an attempt was made to enforce the Sir Edward James Reed title against persons in possession and claiming under some other line of title, and in every case the title coming through the said Sir Edward James Reed has failed. No American lawyer within our knowledge, could testify that the deeds in question

were in fact executed in conformity with the laws of England, and as the laws of Florida were absolutely ignored, the early history of the title is, to say the least, a questionable one. In many cases however, the title has been perfected by the statute of limitation, and we have never known of a case where the title has been actually attacked where possession was delivered with the title acquired from the said Sir Edward James Reed. The title to the entire Town of Fort Lauderdale hangs substantially on the same title.

Some of the instruments in the chain of title purport to be deeds of trust executed to secure an indebtedness, and authorizing the trustees to convey. Instruments of this kind are not generally effective for the purpose of conveying title in the State of Florida, but merely create a lien, and title can only pass by foreclosure. However, in view of the fact that these instruments date back to about 1890, and in view of the fact that deeds were executed and delivered to Wm. A. Bours purporting to convey the title in 1894, we are of the opinion that any action that might be brought at this time by any person asserting any title under Sir Edward James Reed prior to the accrual of the claim of Wm. B. Grant under whom the present owners claim title, would be barred by the *doctrine of laches* ~~statute of limitation~~, and we do not anticipate that the title will ever be disturbed.

3. The property appears to have been platted in 1913, and it is probable that the owners of the property took possession at said time and placed improvements thereon, though there is nothing in the abstract to show such improvements or any adverse possession on their behalf. Under the laws of the State of Florida, seven years active adverse possession vests a good title in the person holding said possession as against all persons except infants, lunatics and persons imprisoned.

4. In #2 of the last continuation of the printed

abstract is shown a mortgage to Wm. A. Bours. This mortgage appears to have been released as to the particular land in question.

5. The abstract shows a number of tax sales, but all of said sales appear either to have been redeemed or to have merged with the fee simple title.

6. Satisfactory proof should be furnished showing that the 1922 taxes, both County and State, have been paid, and if the property is located within the boundaries of any drainage district or any municipality, satisfactory proof should be furnished showing that drainage and city taxes for 1922 have been paid, and if within the boundaries of a municipality, satisfactory proof should be furnished showing that there are no liens upon said property for public improvements. The taxes for 1923 are probably a lien upon above described property, although not due and payable until November 1st, 1923.

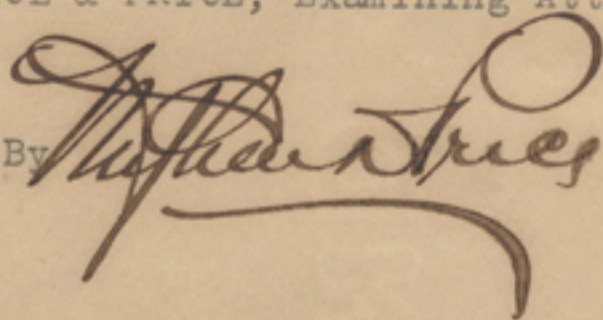
Respectfully submitted,

PRICE & PRICE, Examining Attys.

MDP/B

May 11, 1923

By



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ATTORNEYS AT LAW  
MIAMI, FLORIDA