

MINUTES

AND FINANCIAL TRANSACTIONS OF THE TRUSTEES

OF THE

INTERNAL IMPROVEMENT FUND

OF THE

STATE OF FLORIDA.

Tallahassee, Fla., January 3, 1913.

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 bills were presented, approved and ordered paid:

W. H. Ellis, Salary as Counsel, December, 1912.....	\$ 208.34
C. B. Gwynn, Chief Clerk, Land Dept., December, 1912.....	150.00
Mary Herring, salary as Stenographer to Secretary, Dec., 1912..	\$ 75.00

Mary Herring, salary as Stenographer to Chief Clerk Land Dept., December, 1912.....	25.00—\$	100.00
J. Stuart Lewis, salary as Secretary, December, 1912.....		150.00
Western Union Tel. Co., bill for December, 1912		5.33

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

J. H. Jacobie, salary as Dredge Inspector, December, 1912.....		60.00
M. L. Heiss, salary as Lock Inspector, December, 1912		90.00
H. M. Forman, salary as Lock Tender, December, 1912.....		45.00
T. E. Frederick, salary as Assistant Engineer, December, 1912..		125.00
D. A. Smith, salary as Inspector, December, 1912.....		60.00
A. W. Frederick, salary as Inspector, at \$60.00 per month, 13 days, December, 1912.....		30.00
L. Jennings, Helper, at \$50.00 per month, 2 days, December, 1912..		3.84
Lee Mack, Helper, at \$50.00 per month, 2 days, December, 1912..		3.84
Geo. H. LaBruce, Asst. Engr., December, 1912.....		125.00
W. T. Russ, Boat and Chain man, at \$2.50 per day, 28 days, December, 1912.....		70.00
Ben Waldron, Boat and Chain man, at \$2.50 per day, 26 days, December, 1912.....		65.00

Tom Pool, Lineman, at \$2.00 per day, 19 days, December, 1912....		38.00
J. E. Davis, Lineman, at \$2.00 per day, 16 days, December, 1912....		32.00
J. A. Boyd, Lineman, at \$2.00 per day, 17 days, December 1912....		34.00
L. W. Howard, Lineman, at \$2.00 per day, 19 days, December, 1912		38.00
Glenn V. Scott, Asst. Engr., employed on Florida Coast Line Canal, December, 1912.....		125.00
J. L. Hays, Inspector, employed on Florida Coast Line Canal, December, 1912.....		100.00
T. E. Frederick, expense account for November, 1912—		
Hire of Motorcycle.....	22.50	
1 month board.....	22.41	
1 month board for Asst.....	25.00	
Rent of room for storage equip't.	6.00—\$	75.91
R. C. Hicks, Expense Account for November, 1912—		
Hire of labor.....	172.23	
Board	6.75	
Express and Freight.....	9.79—\$	188.77
M. L. Heiss, expense of board for November, 1912		30.00
Geo. H. LaBruce, Subsistence Account, December, 1912, 561 meals at 25c.....	140.25	
Less 88 meals at hotels.....	22.00	
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Less 88 meals at hotels.....	22.00—\$	118.25
Cook, 9 days..... 11.61—	39.99	
Hotel, Fort Lauderdale.....	6.00—\$	164.24
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L. D. Franklin, Expense Account, November, 1912.....		6.16
Glenn V. Scott, Expense Account, December, 1912—		
Profile Paper.....	3.00	
Railroad fare for self and J. L. Hays	13.65	
Freight	4.40—\$	21.05
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F. C. Elliott, Expense Account trip of inspection, Dec. 4-7, 1912.....		44.00
Standard Oil Company, 8 drums gasoline, bill of Nov. 22, 1912....	75.08	
2 drums gasoline, bill of Nov. 19, 1912	18.72—\$	93.80
Everglade Grocery Company, 1 drum gasoline, bill of Nov. 1, 1912	11.88	
1 drum gasoline, bill of Nov. 22, 1912	11.88—\$	23.76
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Moore and Smith, freight on gaso- line, bill of Nov. 28, 1912.....		20.25
Dade Lumber Co., laths, bills of Nov. 16 and 23, 1912, for \$1.65 and 50 cents.....		2.15
Frank T. Budge, hardware, bill of Dec. 1, 1912.....		3.25
Fort Lauderdale Garage and Ma- chine Co., bills of Dec. 1, 1912, for \$3.75, \$30.10 and \$1.90.....		35.75
H. & W. B. Drew Co., supplies for Chief Drainage Engineer, bill of Dec. 24, 1912		2.55

Capital City Bank for T. J. Apple- yard, printing for Chief Drainage Engineer's office, bills of Dec. 1, 1912, for \$11.00 and \$10.00.....	21.00
Alex McDougall, P. M., stamps for office Chief Drainage Engineer, December, 1912.....	2.02
Southern Express Co., bill for De- cember, 1912.....	1.00
Western Union Tel. Co., bill for December, 1912.....	5.10
Smith's Book Store, paper, pencils, etc., for Thos. E. Frederick, bill of November 30, 1912.....	7.94
F. A. Forbes, freight on supplies for Geo. H. LaBruce, bill of Dec. 10, 1912.....	1.72
Okeechobee Fruit Lands Co., board of State men at hotel, bills of Sept., Oct., Nov. and Dec., 1912, for \$7.70, \$16.50, \$12.25 and \$12.80 respectively.....	49.25
Lake Worth Merc. Co., Hardware Account R. C. Hicks, bill of November 30, 1912.....	30.78
Florida Rock Co., delivery of ma- terial for Lock Miami Canal, ac- count M. L. Heiss, bill of Dec. 16, 1912.....	109.50
Heitman-Evans Co., materials fur- nished Engr. Elliot, for repair of tractor, bill of July, 1912.....	40.26
Mrs. Charlotte Tiffany, hire of dou- ble team, 6 days at \$5.00 per day, account Engr. Geo. C. Butler....	30.00

Geo. O. Butler, Asst. Engr., 5 days at \$7.00 per day, Dec., 1911.....	35.00	
John Gregory, axeman, 5 days at \$2.00 per day, Dec., 1911.....	10.00	
John Sutherland, axeman, 5 days at \$2.00 per day, Dec., 1911.....	10.00	
Edmond Holmes, axeman, 2 days at \$2.00 per day, Dec., 1911.....	4.00	
George Calhoun, chainman, 5 days at \$2.00 per day, Dec., 1911	10.00	
T. J. Campbell, chainman, 3 days at \$2.00 per day, Dec., 1911.....	6.00	
		\$ 75.00
Less amount for property and party supplies	22.00—\$	53.00
R. C. Hicks, Subsistence Account for December, 1912.....		114.50
R. C. Hicks, Expense Account for November, 1912.....		28.85
R. C. Hicks, salary as Asst. Engr., December, 1912.....		125.00
J. P. Hunter, Inst. man, at \$75.00 per month, 18 days, Dec., 1912..		51.92
Alexander Wilson, Inspector, Dec., 1912		60.00
F. P. Wood, cook, Dec., 1912.....		40.00
S. M. Hicks, rodman, at \$2.00 per day, 26 days, Dec., 1912.....		52.00
W. W. Myers, chainman, at \$2.00 per day, 26 days, Dec., 1912.....		52.00
Seymour Lee, chainman, at \$2.00 per day, 13 days, Dec., 1912.....		26.00
		<u>\$ 2,658.16</u>

Financial Statement and Disbursements for the month of December, 1912, were read, approved and ordered recorded in the minutes:

Financial Statement, December, 1912.

To. bal. on hand Dec. 1, 1912.....	\$19,953.99	
To Land sales, Dec., 1912.....	1,475.94	
To Model Land Co., Drainage Contribution	1,700.00	
To Southern States Land & Timber Co., Drainage Contribution.	1,680.00	
To collection, wood and coal, Nov., 1912	26.30	
		<hr/>
	\$24,836.23	
By Disbursements for Dec., 1912..	885.40	
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To bal. on hand Jan. 1, 1913.....		\$23,950.83

RECONCILEMENT.

To Cash and cash items in hands of Secretary	\$ 1,000.00	
To Cash in banks.....	22,950.83	\$23,950.83
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Distributed in the following banks:

Capital City Bank, Tallahassee, Fla.....	\$ 586.49
First National Bank, Tallahassee, Fla.....	9,681.94
First National Bank, St. Petersburg, Fla.....	30.94
First National Bank, Gainesville, Fla.....	4,174.85
First National Bank, Marianna, Fla.....	298.29
Citizens Bank, Madison, Fla.....	4,178.32
Volusia County Bank, DeLand, Fla.....	4,000.00
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	\$22,950.83

Disbursements for December, 1912.

Date.	No. of Voucher.	Amount.
Dec. 7	2854—W. H. Ellis, salary as Counsel, November, 1912.....\$	208.33
Dec. 7	2855—C. B. Gwynn, salary as Chief Clerk, Salesman's office, Nov., 1912	150.00
Dec. 7	2856—Mary Herring, salary as Stenographer to Secretary, Nov., 1912	\$75.00
	Salary as Stenographer to Chief Clerk, Land Dept., Nov., 1912	25.00
Dec. 7	2857—J. Stewart Lewis, salary as Secretary, Nov., 1912.....	150.00
Dec. 7	2858—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, Oct., 1912	14.40
Dec. 7	2859—Albert W. Gilchrist, expenses of trip made to Washington at request of Trustees, Nov. 6-8, 1912.....	61.30
Dec. 7	2860—N. P. Bryan, expenses of trip to Washington, same being made at request of Trustees, Nov. 6-8, 1912.....	56.00
Dec. 7	2861—Western Union Tel. Co., bill for November, 1912.....	2.72
Dec. 19	2862—Ben F. Cone, services <i>in re</i> case Florida East Coast Railway Co. v. Trustees <i>et al.</i> , bill December 14, 1912.....	73.05

Date.	No. of Voucher.		Amount.
Dec. 26	2863—	Park Trammell, expenses of trip made to Miami on business for the Trustees, July 11-15, 1912.....	51.80
Dec. 26	2864—	J. C. Luning, expenses of trip made to Jacksonville on business of the Trustees, Dec. 21-23, 1912.....	17.80
			\$ 885.40

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., January 4, 1913.

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 communication was read, and upon motion of Hon. Park Trammell, duly seconded, was ordered spread on the minutes:

Trustees of the Internal Improvement Fund,

Gentlemen:—My recollection is that during my entire four years' term of office, there does not appear on the

minutes of the Trustees as much as one motion having been made by myself. The names of some of the Trustees are attached to resolutions and motions as made by them. I think it due myself to mention a few of the main subjects to which I invited the attention of the Trustees.

As the lands of the Trustees are sold without regard to the mineral value and as the Trustees are not in position to determine the valuation of the same, I suggested that three-fourths of the mineral rights be retained to the State and one-half of the oil, which was adopted and afterwards enacted into law. I feel sure that sooner or later oil will be discovered in Florida.

I also mentioned the day before the Resolution was introduced and adopted, the advisability of advertising land sold in large areas, the object of this being two-fold: That the Trustees might secure a better price by putting it up to competitive bidders, an up-set price having already been agreed upon, and that such would be a protection to the Trustees. I took the ground also that any real estate dealer would have his own lands graded, pricing them according to their relative value. As a result of this, inspectors have examined much of the land and we have graded same and sold some of it as high as \$25 per acre. Prior to that time the custom was to put a flat price per acre on all the land held by the Trustees, the intended purchaser to pick out the better at the price mentioned and to dicker with the Trustees for a lower price on that less valuable.

In letting the contract to the Furst-Clarke Construction Co. for the excavation of about 184 miles of canal in the Everglades their bid was by far the lowest, being 20 and a fraction over a cent for rock, and 8 and a fraction over a cent for other material. I insisted that the contract be let for even money, 20 and 8 cents. It was claimed by at least one of the Trustees that it was undignified to dicker as to price. The contractor stated that

this reduction would amount to \$90,000. They agreed to this reduction.

Under two previous administrations the Trustees held that the land was "irrevocably vested" in the Trustees by the Act of 1855 and that no subsequent Legislature had any right to dispose of the same. It was during the latter part of the Jennings Administration that the minutes of the Trustees were first published. These minutes were placed upon the desks of the members of the Legislature of 1905. Up to that time but few knew anything about the action of the Trustees. Expecting to be a candidate for Governor in 1908, I took home my set of minutes and carefully examined the same. Through no fault of the other Governors, I do not think it any reflection on them in stating that I was the first one to be inaugurated Governor who was posted on the affairs of the Trustees. This was because I was the first one who had the opportunity to become so posted. In the early part of my administration, 1909, I took the ground that subsequent Legislatures did have a right to convey the lands held by the Trustees the same as the Legislature of 1855, unless vested interests had accrued. Accordingly, upon my recommendation the Legislature of 1909 passed an Act amending the Act by which one could secure 80 acres of land at 25 cents per acre, "a settler erecting a building and fencing and cultivating not less than one acre." This was amended so as to exclude lands in the Everglades District from the operation of the same.

In the Root Case v. The Trustees, the Supreme Court has recently decided that each Legislature has as much right as the preceding Legislature to legislate in relation to these lands, except where vested interests have accrued. Unless this act had been amended it would readily appear that the Trustees would have been much hampered by parties selecting 80 acres of the best located land, on Lake Okeechobee, on the canals and elsewhere.

The Supreme Court also decided that the first trust to

which the land should be applied was under the Act of 1855—Drainage and Reclamation. After that, the claims of the railroads would come in. It would thus appear that after the lands were drained and if there were any left, they would go to the railroads, and after the railroad claims were settled, the claims of the settlers would come in, etc., according to priority. The Florida East Coast Ry. Co. was suing the Trustees for 2,540,000 acres, claiming that 500,000 acres of the same was within the six miles limit of their railroad. At the request of the Trustees, I visited Jacksonville twice—first seeing one of the Vice-Presidents of this Railroad Company, the President then being away, and another trip at the request of the Trustees, meeting the President. The compromise was arranged, which in December, 1912, was confirmed by the Trustees, by which the claim of this Railroad Company was conveyed to the School Fund, the Railroad Company receiving deed to 210,000 acres below Township 58 and about 50,000 acres situated on the Eastern boundary of the Everglades and northward of Fort Lauderdale. On February 16, 1898, the former Trustees had reserved for this Company all the lands south of Township 58. Of this reservation subsequent Trustees had deeded 51,050 acres.

On December 27, 1912, the Trustees entered into an agreement with the representatives of the Tallahassee, Thomasville and Gulf Ry. Co. whereby this Company is to convey to the State School Board all their claim of 513,005 in consideration of their receiving 22,400 acres, the same being situated in the Southeastern portion of the Everglades. As you know, I initiated this compromise and was largely instrumental in pushing it through. In all of these, however, all the other Trustees assisted me very materially.

I understand the Trustees now hold something over one million acres. Our attorney has made a report upon the claims of other Railroad Companies. From such report

the railroads would hardly be able to secure any more lands. It may be such, however, that it would be well to compromise on a very reasonable basis, rather than go to the expense, worry and uncertainty of a lawsuit.

At the request of the Trustees, in September, 1912, I attended a conference in New York City of the gentlemen representing the large landed interests, situated in the Everglades. Since a certain onslaught on the lands of the Trustees, it has been very difficult to sell any lands and it has been difficult, therefore, to finance the proposition. Those owing the Trustees have found a difficulty in paying the same. At this New York conference, the Captains of Industry and their representatives were anxious for the great work of the reclamation of the Everglades to be continued. They were unwilling, however, to pledge any money towards the continuation of the same unless there were some definite plans made by which they could see the final completion of this great work. I suggested that the Legislature of 1913 should pass a law, authorizing the Trustees to bond for a sufficient amount of money to drain the Everglades; that the Trustees have a thorough examination made before the convening of the the Legislature, with a view of determining amount of bonds to be issued. That the amount of money derived from the taxes in the Everglades District be used with which to guarantee the interest and as a Sinking Fund, the lands also to be security for the bonds. They heartily concurred in this. The question as to the title of the lands came up. I told them that we had already taken up the matter of a compromise with the Florida East Coast R. R. Co., and that we would endeavor to settle the claims of the land granted railroad companies, which we thought would be advantageous to settle. As to the other claims, it would be well to have the Legislature of 1913 pass some act whereby in bonding, the claims of other people could be promptly considered so as to show that the bonds were valid or invalid. In my opinion, six or seven million

dollars judiciously expended will put the Everglades in a splendid condition.

Several weeks ago Col. Cromwell Gibbons appeared informally before the Trustees. He intimated that he felt sure that he had a Dutch Syndicate which would take the lands of the Trustees at \$8.00 an acre, one-fourth of which would go to the State School Fund. The Syndicate was to issue bonds, and that even this one-fourth—two million dollars—was to be paid in the bonds of the Company, and that the Company would drain the Everglades themselves, using the other proceeds of the remaining bonds. The only cash which he intimated would be paid was left blank on the paper, but he said he thought that \$100,000 would be paid down; \$100,000 in three months, and \$100,000 in six months. This was all the cash that was to be paid. You will observe that the State was to receive only about \$2.00 an acre and that in bonds of the Company. Later, about two weeks ago, Mr. Gibbons, with several gentlemen, arrived in Tallahassee, Mr. Gibbons having notified the Trustees that on a certain day definite propositions would be made. On the day before, we were to meet Col. Gibbons, and the representatives of his so-called syndicate. The Trustees met and agreed upon counter proposals. The representatives of the Dutch Syndicate stayed here about a week, and never did appear before the Trustees; in fine, they left without even popping a cap at us. What has become of them I do not know. I think they are circulating in the newspapers under a Florida colonel's command—armed and equipped as the laws demand.

Very respectfully,

ALBERT W. GILCHRIST,

Governor.

The Trustees then adjourned.

Attest: ALBERT W. GILCHRIST, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 6, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. E. West, Attorney General.

Minutes of December 30th and 31st, 1912, and January 3rd and 4th, 1913, read and approved.

Moved that the Secretary be instructed to write W. F. Coachman, Jacksonville, Florida; J. E. Ingraham, Vice-President Florida East Coast Railway Company, St. Augustine, Florida; William S. Harvey, 119 South 4th Street, Philadelphia, Pa.; Pearl Wight, of Southern States Land and Timber Company, New Orleans, La.; and the representatives of the Florida Land and Timber Company, at Cedar Rapids, Iowa, representatives of the various Land Companies interested in the drainage of the Everglades, and Mr. R. J. Bolles, of Jacksonville, Florida, inviting them to come to Tallahassee, Florida, on Monday, January 20, 1913, to meet with the Trustees at 3 o'clock P. M. on that day, to confer relative to matters connected with the drainage work in the Everglades.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 8, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.
 W. A. McRae, Commissioner of Agriculture.

Hon. W. A. McRae, Commissioner of Agriculture, presented the following letter:

"Jacksonville, Florida, January 7, 1913

Hon. W. A. McRae,
 Commissioner of Agriculture,
 Tallahassee, Florida.

Sir:—

By letter P, of July 29, 1912, I was instructed by the Honorable Commissioner of the General Land Office to have an agent examine the NW 1-4 of SE 1-4 of Section 22, Township 56 South, Range 39 East. Also by letter of November 4, 1912, I was instructed to examine fractional Section 23, Township 58 South, Range 40 East.

This is to advise you that Mr. Roy E. Huffman, timber cruiser of the General Land Office, will be at Miami, Florida, on the 14th inst., and if you desire to have a State agent accompany him on this examination, please have him report at Miami on that date. Tell him to look up Assistant Postmaster Hunt, who will advise him where he can find Mr. Huffman.

Respectfully,

(Signed) ANTOINE PAUL,
 Chief, Field Division G. L. O.

and Mr. McRae was instructed to have N. Barco, Land Inspecting Agent, meet Mr. Huffman and accompany him on the above examination.

Hon. W. H. Ellis, Counsel for the Trustees, reported that he had received a letter from Mr. Bolles, relating to the proposed foreclosure of the Bolles mortgage, in which Mr. Bolles stated that he was endeavoring to secure the money with which to pay off the mortgage, and that negotiations for a loan to him were then pending in New York City; in consideration of which Mr. Bolles asked that the Trustees delay any action against him, stating that a suit by the Trustees against him would prevent his securing the money from New York.

Thereupon it was resolved that the Counsel for the Trustees delay action against Mr. Bolles upon the mortgage until the first of February next, and that Mr. Bolles be so advised.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., January 10, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Minutes of January 6th and 8th were read and approved.

Upon motion the Secretary was instructed to have the counsel for the Trustees take immediate steps to collect from The Everglades Plantation Company the amount of \$9,097.50 for damages caused by dredges in canal.

The Secretary was instructed to write Mr. Charles Falk, Timber Agent for the Trustees, at Key West, Fla., that his services as said Timber Agent for the Trustees would no longer be required, as the lands from which the wood and charcoal on which he made collections was taken had been deeded to the Florida East Coast Railway Company, in accordance with the terms of the compromise settlement of the suit of said Railroad Company against the Trustees.

The matter of purchasing from Mr. F. C. Elliot one Transit rod and tape was discussed, and upon motion it was decided to purchase the same at \$245.00, and the Secretary was instructed to make warrant to Mr. Elliot for \$245.00 in payment for said Transit rod and tape.

Report of Mr. N. Barco, State Land Agent, on the unsurveyed part of Section 36, Township 30 South, Range 15 East, was read and same referred to Hon. W. A. McRae, Commissioner of Agriculture, for his information.

Hon. W. A. McRae, Commissioner of Agriculture, presented the application of Z. T. Sparks, of Ritta, Fla., for the purchase of lands near Lake Okeechobee, in T. 44 S., R. 36 E., and after discussing the matter the Trustees decided that they did not care to dispose of these lands for the present.

Application of John R. Baker, of Ritta, Fla., requesting permission to cultivate, with privilege of purchasing when offered for sale, certain lands in Section 11, T. 44 S., R. 36 E., was presented, and the Honorable Commissioner of Agriculture was directed to write and find out from Mr. Baker what acreage he had in cultivation, what improvements of every kind he had made and how long

he had been upon said land, and that upon receipt of such information they would again consider his request.

Similar application of S. R. Anderson, of Miami, Fla., as to certain lands in the Drainage District, was presented, and the Honorable Commissioner of Agriculture was directed to pursue the same course as in the above case.

Application of John Scott, of Miami, Fla., to purchase Lot 4, of Tier 85, in T. 50 S., R. 41 E., containing 10 acres, more or less, at \$25.00 per acre, was presented, and the Honorable Commissioner of Agriculture was directed to write Mr. Scott that the Trustees did not care to sell Lot 4, of Tier 85, but would sell Lot 4, of Tier 81, for \$25.00 per acre, and that if he desired he could pay one-fifth of the purchase price in cash, and one-fifth in six, twelve, eighteen and twenty-four months, respectively, with interest on deferred payments at the rate of 6% per annum.

On motion the date of sale of the following described lands was changed from February 5, 1913, to February 21, 1913:

Section Eleven (11), the East Half of the Southwest Quarter ($E\frac{1}{2}$ of $Sw\frac{1}{4}$), and East Half ($E\frac{1}{2}$) 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 salary of Acting Chief Drainage Engineer F. C. Elliott was fixed at \$250.00 per month, beginning with December 1, 1912.

The following bill was presented, approved and ordered paid:

N. Barco, salary as State Land Agent, Dec. 26-30, 1912:
 at \$100.00 per month, \$16.16, and expenses during that
 time \$20.65\$36.80

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 15, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.
 W. A. McRae, Commissioner of Agriculture.

Estimate No. 30 of the Furst-Clark Construction Company for work of excavating done in the Everglades during December, 1912, showing 250,111 cubic yards of earth excavated and 52,390 cubic yards of rock excavated, which at 8 and 20 cents per cubic yard, respectively, amounted to \$30,486.88, was presented, and the Secretary was ordered to draw checks for \$24,486.88 of the said amount, and the remaining \$6,000.00 was referred to the Board of Drainage Commissioners.

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

Miami Engineering and Construction Co., Estimate No. 6, for work done on Snake and Cypress Creek Canals, December, 1912.....	\$12,068.86
F. C. Elliot, salary as Acting Chief Drainage Engineer, December, 1912.....	250.00
V. J. Randolph, salary as Special Agent in office of Acting Chief Drainage Engineer, December, 1912.....	100.00
J. E. Downing, salary as Clerk, Dec., 1912....	50.00
F. C. Elliot, for one Transit, one Leveling Rod and two Steel Tapes, bill of Jan. 10, 1913....	245.00
Geo. H. Crafts & Co., Estimate No. 8, for work done on Lock No. 1, Miami Canal, Dec., 1912	924.37
T. B. McGahey, Round Piling for Miami Lock, bill of Dec. 24, 1912.....	250.00
M. L. Heiss, board and lodging for December, 1912, \$30.00; drayage on webs and channels, 75c; railroad fare, \$1.50; meals, \$1.00; stamps, 75c; bill of Dec. 31, 1912.....	34.00
A. W. Shackelford, to hauling gasoline, two bills of Dec. 6, 1912, for \$4.00 and \$10.00 respectively	14.00
Berryhill-Cromartie Company, supplies account Engr, LaBruce, bill of Dec. 1, 1912....	3.09
H. & W. B. Drew Company, one Leveling Rod, bill of Nov. 26, 1912.....	15.00
Smith's Book Store, supplies account Engr. Frederick, bill of Jan. 1, 1913.....	4.40
F. C. Gilmore, work on drafting tools, bill of Jan. 1, 1913.....	5.00
The McCrimmon Lumber Company, Lumber Account Engr. Frederick, bill of Jan. 1, 1913	10.97
Furst-Clark Construction Co., account Estimate No. 30, for work done in excavating canals in the Everglades, December, 1912...	6,000.00
	<hr/>
	\$19,974.69

Salary of J. E. Downing, Clerk in the office of the Acting Chief Drainage Engineer, was increased from \$50.00 to \$65.00 per month, beginning with January 1, 1913.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 15, 1913, 4 P. M.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General.
W. A. McRae, Commissioner of Agriculture.

WHEREAS, Mr. V. W. Helm and Mr. R. M. Price on behalf of the Everglades Land Sales Company, the Everglades Land Company and the Everglades Sugar and Land Company, did on December 18th, 1912, appear before the Trustees of the Internal Improvement Fund with the following request:

That the rock, earth and other 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 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; and,

WHEREAS, The Trustees having previously established and set aside a right-of-way zone along the canals; That upon said right-of-way lie the spoil banks of the canals; that the said right-of-way zone and spoil banks are chiefly affected by the request of the companies above mentioned in building a structure thereon; therefore be it

RESOLVED, That the request on behalf of the companies above mentioned be granted according to the following conditions:

That the applicants shall have the right to build and maintain a dike not more than five (5) feet high at their own expense, and at their own risk; that said dike be constructed in accordance with plans and specifications acceptable to the Trustees; that should it be deemed advantageous by the Trustees the dike may be added to, or its construction altered without impairing its efficiency as a dike so that it may be used as a roadway, or for other purposes as the Trustees may determine; that in granting permission to build dikes or other structures in the right-of-way zone, the rights which the Trustees now have in said zone be considered as in no way relinquished or impaired by the granting of said concession, or by the building of said dike, or any other structures, or by the existence of the same on the right-of-way zone along any of the canals in the Everglades, or canals under the

jurisdiction of the Trustees of the Internal Improvement Fund.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., January 18, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Minutes of January 10th and 15th, 1913, were read and approved.

A letter from Hon. W. H. Ellis, counsel for the Trustees, was read, in which he stated that he was in receipt of advice from Hon. F. M. Simonton, Attorney for the Tampa and Jacksonville Railway Company, that his client declined to accept the proposition of settlement made by the Trustees to the said Tampa and Jacksonville Railway Company, through their attorney, during the last days of the Gilchrist Administration, in settlement of the claim of the Gainesville and Gulf Railway Company, now claimed to be owned by the said Tampa and Jacksonville Railway Company, the Trustees having offered at that time to deed the latter company certain

lands in Township 58. Mr. Simonton further stated that the Tampa and Jacksonville Railway Company preferred to let the matter take its course through the courts.

The matter of deferred payments due the Trustees by Dr. E. C. Chambers, of Kansas City, Missouri, under the terms of his Modified Agreement was discussed, and upon motion unanimously adopted, Hon. W. H. Ellis, counsel for the Trustees, was instructed to notify Dr. Chambers that unless he complied with the terms of his agreement as to making his monthly payments the Trustees would elect to cancel the agreement between him and the Trustees, under the terms of the agreement providing for such cancellation.

Hon. T. F. West, Attorney General, made a motion that the State Treasurer be made custodian of all deeds of the Trustees, and upon vote, same was unanimously adopted.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., January 20, 1913.

At 11:30 a. m. the Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. T. F. McCall, of St. Petersburg, Fla., appeared before the Trustees and requested them to have the unsurveyed part of Sec. 36, T. 30 S., R. 15 E., surveyed, and stated that he would like to make the Trustees an offer for same, or have the Trustees issue a quit-claim deed to him, as he had located the land and had been at considerable expense in connection with the same. In consideration of these facts, the Trustees agreed to allow Mr. McCall his actual expenses in locating the said land, in case the land was patented to the State and was sold.

The Trustees instructed Mr. McCall to have the County Surveyor of Pinellas County survey the land, the Trustees to pay the cost of same, the maximum amount for such work not to exceed \$35.00.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 23, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer.

A letter was presented from Mr. C. C. Chillingworth, requesting that the Trustees of the Internal Improvement Fund notify the directors of the Florida Coast Line Canal and Transportation Company that they had no ob-

jection to said Canal Company allowing said C. C. Chillingworth credit for the notes required to be given by said Chillingworth to said Canal Company as part of the purchase price of a portion of the lands contained in a certain escrow deed from the Trustees to the Canal Company, held in escrow by the First National Bank of St. Augustine, Fla.

The Secretary was directed to notify the Florida Coast Line Canal and Transportation Company that they had no objection to them allowing C. C. Chillingworth full credit for the notes and mortgage given by said Chillingworth to them in the transaction referred to above, the Trustees having directed the delivery of the deed mentioned to said Canal Company some time since and said deed having been delivered to said Canal Company; provided the allowing of credit for said notes and mortgage in no way affected the \$75,000.00 now held in escrow by the First National Bank of St. Augustine, Florida, in accordance with resolution of the Trustees of November 23, 1912.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 31, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following communication from W. H. Ellis, Counsel for the Trustees, was read, and upon motion of Governor Trammell, seconded by Mr. Knott, it was unanimously ordered spread upon the minutes and a copy of same transmitted to Hon. J. L. Billingsley, of Miami, Florida, for his information:

“January 28, 1913.

Hon. Park M. Trammell,
Governor of Florida,
Tallahassee, Fla.

Dear Sir:

Some time during the latter part of last year the Trustees submitted a question to me concerning the salt marsh and mangrove flats on Biscayne Bay and desired to know what rights purchasers along this salt marsh and mangrove flats had. About that time I made the trip to Washington for the Trustees and upon my return to Tallahassee was busy all during the month of December trying to arrange for the Trustees a settlement of the Railroad claims and other matters claiming the attention of the Trustees during the closing days of Governor Gilchrist's administration and the matter above referred to was overlooked.

I am advised by Hon. J. L. Billingsley, of Miami, that he has a client who owns “Fractional Sections five and seven except the N 1-2 of NE 1-4 and all that portion of Fractional Sections eighteen and nineteen that border on the marsh lands in Township 55 South Range 41 East.

The lands described in the communication of the Trustees above referred to were Sections 5, 7, 8, 18 and 19, same Township and Range.

Mr. Billingsley submitted to me a copy of a letter from Mr. Thos. E. Frederick, A. D. E., in which he stated that he was familiar with the physical location of the corners and the character of the lands and salt marsh in the vicinity of Snapper Creek and that he had

noticed the effect of the tide from Biscayne Bay on the salt marsh. He stated that the highest point of the marsh is only 2.1 feet above the 'Mean Low Water of Biscayne Bay, and by referring to the U. S. Tide Tables for Biscayne Bay one would note that at times the tide rises over three feet above Mean Low Water. That the facts were easily ascertained by an observer who visited the vicinity at high tide, because the marsh is visibly affected by the same, being wholly submerged at times and always so saturated with water that the imprint of one's shoe will quickly fill.'

The plat submitted by the Trustee shows that extending along the eastern shore of the above described lands, salt marsh and mangrove flats exist to the waters of Biscayne Bay. This is the salt marsh and mangrove flats which Mr. Frederick, in his letter to Mr. Billingsley, said were covered by the tide waters from Biscayne Bay.

It is my opinion that the 'salt marsh and mangrove flats' lying between the above described land and Biscayne Bay is the property of the State in its sovereign capacity, and is held not for the purpose of sale and conversion into other values, or reduction into individual ownership, but for the use of all the people of the State for the purpose of navigation, commerce, fishing and other useful purposes afforded by the waters in common to and for the people. That the above described land was not acquired by the State of Florida under the Act of Congress of September 28th, 1850, known as the Swamp and Overflowed Land Grant Act, consequently any person who may have acquired from the Trustees the land above described did not acquire the title to the salt marsh and mangrove flats. Nor would a quit claim deed from the Trustees to such persons convey to them the marsh and flats.

'Lands within the limits of the State of Florida that are covered and uncovered by the ordinary daily tides of public navigable waters, are shore or tide lands, and the

title to them is held by the State, because of its sovereignty, under its admission into the Union.'

State Ex Rel. Ellis v. Gerbing, 47 So. Rep. 353; Seymour v. Prairie Pebble Pho. Co. et al., 60 So. Rep. 223.

Very truly,

(Signed) W. H. ELLIS,
Counsel Trustees I. I. Fund."

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 1, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Application of McCoy Bros. to operate a boat line from Fort Myers to Fort Lauderdale was read, and the Secretary was instructed to inform McCoy Bros. that they could not grant such permission as the canals had not yet been accepted by the Trustees from the Furst-Clark Construction Company, the contractors constructing the same for the State, but that if the Furst-Clark Construction Company would grant such permission the Trustees would have no objection, the Trustees reserving to them-

selves the right to collect tolls at any time that they should establish a rate of tolls for the use of the canals.

Financial Statement and Disbursements for the month of January, 1913, were read, approved and ordered spread upon the minutes.

Financial Statement, January, 1913.

To balance on hand Jan. 1, 1913...	\$23,950.83	
To Land Sales, January, 1913.....	3,242.48	
To Everglades Sugar and Land Company, being third installment of Contribution made towards Drainage operations.....	1,000.00	
To R. J. Bolles, being third installment of Contribution made towards Drainage operations....	5,000.00	
To interest on deposits in banks, for quarter ending Dec. 31, 1912...	247.67	
To collections on wood and coal, made from Dec. 1 to Dec. 14, 1912	14.95	
To Roads and Improvement Society, being contribution made towards the construction of Palm Beach Canal.....	25,000.00	—\$58,455.93
By Disbursements for Jan., 1913..		25,132.35
		<hr/>
To balance on hand Feb. 1, 1913...		\$33,323.58

RECONCILEMENT.

To cash and cash items in hands of Secretary	\$ 1,000.00	
To cash in banks.....	32,323.58	—\$33,323.58

Distributed in following banks:

3—I I F

Bank of Palm Beach, West Palm Beach.....	\$12,500.00
Pioneer Bank, West Palm Beach.....	12,500.00
First National Bank, Tallahassee.....	7,323.58
	<hr/>
	\$32,323.58

Disbursements, January, 1913.

Date.	No. of Voucher.	Amount.
Jan. 1	2865—W. H. Ellis, salary as Counsel, December, 1912.....	\$ 208.34
Jan. 1	2866—C. B. Gwynn, salary as Chief Clerk Land Dept., Dec, 1912	150.00
Jan. 1	2867—Mary Herring, salary as stenographer to Trustees, December, 1912.....	100.00
Jan. 1	2868—J. Stuart Lewis, salary as Secretary to Trustees, Dec., 1912	150.00
Jan. 3.	2869—Western Union Tel. Co., bill for Dec., 1912.....	5.33
Jan. 16.	2870—Furst-Clark Const. Co., account Estimate No. 30, for work of excavation in the Everglades, Dec., 1912.....	4,000.00
Jan. 16.	2871—Furst-Clark Const. Co., account Estimate No. 30, for work of excavation in the Everglades, Dec., 1912.....	4,000.00
Jan. 16.	2872—Furst-Clark Const. Co., account Estimate No. 30, for work of excavation in the Everglades, Dec., 1912.....	4,000.00

Date.	No. of Voucher.	Amount.
Jan. 16.	2873—Furst-Clark Const. Co., account Estimate No. 30, for work of excavation in the Everglades, Dec., 1912.....	12,486.88
Jan. 16.	2874—N. Barco, 5 days work as State Land Agent, at \$100.00 per month and expenses, Dec. 26-30, 1912, \$36.80; less amount over paid Nov. 29, 1912, Warrant No. 2853, \$5.00	31.80
Jan. 20.	2875—(Transfer of funds.)	
Jan. 20.	2876—(Transfer of funds.)	
Jan. 20.	2877—(Transfer of funds.)	
Jan. 20.	2878—(Transfer of funds.)	
		\$25,132.35

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, Jan., 1913.....	\$ 208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept. January, 1913.....	150.00
Mary Herring, salary as stenographer to Trustees, January, 1913.....	100.00
J. Stuart Lewis, salary as Secretary, January, 1913	150.00
The H. & W. B. Drew Co., Supplies for office of Secretary, bill of Jan. 25, 1913.....	8.55
Capital City Bank for T. J. Appleyard, printing stationery for office of Secretary, bill of February 1, 1913.....	7.00
The True Democrat, Printing 1000 land lists for office of Land Salesman, bill of January 20, 1913	23.20

Western Union Telegraph Company, bill for January, 1913.....	5.11
M. L. Heiss, for payment of freight on reinforcing steel bars from Franklin, Pa., to Miami, Florida	106.73
	<hr/>
	\$ 758.92

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 6, 1913.

The Trustees of the Internal Improvement Fund met in
the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

Mr. Thomas E. Will, of Washington, D. C., appeared
before the Trustees relative to the purchase of the N 1-2
of Sec. 35, in T. 44 S. of R. 36 E.

Mr. Will having had considerable correspondence with
the Trustees relative to the purchase of these lands, and
the Trustees having agreed November 19th, 1912, to sell
these lands at the price of \$20.00 per acre, upon the fol-
lowing terms, to-wit:

1. At the end of the first 3 months, \$1,600.00,
2. At the end of six months, \$1,600.00,
3. At the end of twelve months, \$3,200.00,

with a proviso that should the said Thomas E. Will pay
cash for said lands, he should be allowed a reduction of
one dollar per acre.

Upon Mr. Will stating to the Trustees that he was prepared to pay cash for this land, it was ordered that a deed be executed by the Trustees of the Internal Improvement Fund to Thomas E. Will to the N 1-2 of Sec. 35, in T. 44 S., R. 36 E., containing 320 acres more or less, and Hon. W. A. McRae, Commissioner of Agriculture, was requested to have such deed prepared for execution by the Trustees.

Mr. Thomas E. Will, of Washington, D. C., made application to purchase the S 1-2 of Sec. 35, T. 44 S., of R. 36 E., and the following agreement was entered into between the said Thomas E. Will and the Trustees:

THIS AGREEMENT, Made and entered into this 6th day of February, A. D. 1913, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, Treasurer; W. A. McRae, Commissioner of Agriculture, and T. F. West, Attorney General, as Trustees of the Internal Improvement Fund of the State of Florida, hereinafter called the Trustees, and Thomas E. Will, hereinafter called the purchaser,

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, to be paid as hereinafter stated, the said Trustees do hereby agree to sell and convey unto the said purchaser the following described property, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

S 1-2 of Section 35, Township 44 South, of Range 36 East, containing 320 acres more or less.

The consideration for said land and the terms and conditions of said sale being as follows:

The consideration therefor shall be twenty-five dollars (\$25.00) per acre for the East eighty (80) acres of said tract and twenty dollars (\$20.00) per acre for the remainder of said tract.

The payments to be made in the following manner: For one eighty (80) acre tract thereof on or before June 1st,

1913; for one eighty (80) tract thereof on or before September 1st, 1913; for one eighty (80) acre tract thereof on or before December 1st, 1913; and for one eighty (80) acre tract thereof on or before March 1st, 1914, it being agreed that thirty (30) days' grace shall be given to said purchaser at his option on either or all of said payments or any part thereof, that may remain due and unpaid upon the due date thereof, said payments to bear interest at the rate of six (6) per cent. per annum during said option period or periods.

It is also agreed that as full payment shall be made by said purchaser for each eighty (80) acres of said tract as hereinbefore provided, a deed therefor, with the usual reservations, shall be made and delivered by said Trustees to said purchaser.

It is further agreed that, upon the failure of said purchaser to make either of said payments when due, all further rights hereunder shall be forfeited and this contract shall be void.

IN WITNESS WHEREOF, The said parties have hereunto affixed their signatures, executing said contract in duplicate, a copy to each party, this day and date first above written.

Park Trammell, (Seal)
Governor.

W. V. Knott, (Seal)
Comptroller.

J. C. Luning, (Seal)
Treasurer.

W. A. McRae, (Seal)
Commissioner of
Agriculture.

T. F. West, (Seal)
Attorney General.

Witnesses:

(Signed) Mary Herring,
G. T. Whitfield.

Mr. Thomas E. Will, of Washington, D. C., made application to purchase Section 27, Township 44 South, Range 36 East. The land requested to be purchased being more than 320 acres, and as the law requires that tracts of more than 320 acres shall be advertised for a period of 30 days in a newspaper at the State Capital and in a newspaper in the County in which the lands are located, and Mr. Will agreeing to bid a price, which, with other considerations, the Trustees would be willing to accept in case there was no better bid; thereupon the following advertisement was prepared and the Secretary was instructed to have same appear for five (5) consecutive weeks in *The True Democrat*, a newspaper published in Tallahassee, and in the Palm Beach County, a newspaper published in Palm Beach County, the County in which the lands desired to be purchased are located:

N O T I C E

*Of Sale of Lands in The Everglades Drainage District by
the Trustees of the Internal Improvement Fund
of the State of Florida.*

Tallahassee, Florida, February 10, 1913.

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. of Tuesday, March 18, 1913, for the following described land:

Section 27, in Township 44 South of Range 36 East.

Bids will be received for the above described land as a whole or cash, or in payments of one-eighth in three months from date of sale, and one-eighth in six, nine, twelve, fifteen, eighteen, twenty-one 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 within 30 days after maturity. In case there are deferred payments, six per

cent. interest shall be charged upon said deferred payments remaining unpaid 30 days after maturity.

All bids must be sealed and addressed to Park Trammell, Governor, marked "Bids for State Lands," and must be received not later than 10 o'clock A. M. March 18, 1913.

Deeds subject to the usual reservations.

The right to reject any and all bids is reserved.

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

(Signed) PARK TRAMMELL, Governor.

(Signed) J. STUART LEWIS, Secretary.

Upon considering the letter of W. G. Tilghman to the Commissioner of Agriculture, of February 5, 1913, submitting a letter from Clark, Prentiss and Clark, Attorneys-at-law, Washington, D. C., in regard to securing patent of U. S. Government for unsurveyed lands in Township 16 South, Range 28 East, and Townships 16 and 17 South, Range 29 East, the Commissioner of Agriculture was directed to write Mr. Tilghman that if he was successful in securing a patent to said lands from the U. S. Government to the State, and will agree to pay a fair price for the lands, which the Trustees will fix, they will allow him expenses not to exceed \$150.00 in the matter.

M. M. Redwine, of Citrus Center, Florida, requested the Trustees to cancel his Entry No. 16,400 as to the N 1-2 of NW 1-4 of Section 33, T 35, S R 29 E, and return him the \$80.00 which he paid for same, as all of this land is shown to be entirely under the waters of a lake, and it was ordered that said Entry be cancelled as to above described and the \$80.00 which Mr. Redwine had paid on account of same be returned to him.

Application of Thomas C. Hammond, of Tampa, Fla., asking that he be given ninety days extension of time on payment of balance due by him on the purchase price of

Lot 1, Section 20, T 28, S R 15 E, was, upon motion, granted.

The report of the Acting Chief Drainage Engineer as to the completion of the survey of the Florida Coast Line Canal, both as to opening a channel in Halifax River and as to restoration of the canal from Daytona to Miami, was read, approved and ordered spread upon the minutes:

"Tallahassee, Florida, February 5, 1913.

Trustees, Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:

I have the honor to advise that the survey of the Florida Coast Line canal has been completed, both as to opening a channel in Halifax River and as to restoration of the canal from Daytona to Miami, and beg to submit the following report based on the returns of the survey and a personal examination of the canal:

Opening Channel in Halifax River.

In that portion of the canal known as the Mantanzas-Halifax Cut, two dredges have been at work re-digging places where the canal had not been cut to required depth and width. This work is that ordered executed in accordance with my report on the Mantanzas-Halifax Cut of November 18th, 1912. This work has just been finished and that portion of the Coast Line Canal with the exception of the southern end, which is provided for by a special fund, now conforms to contract specifications.

At the lower end of the Halifax River Cut the canal was not re-dug to required width and depth, and a special fund of \$25,000 was set aside by the Canal Company to cover the cost of excavation in the Halifax River, near Tomoka Basin, for a sufficient distance to attain a depth of five feet in the natural channel.

Through the Halifax River a narrow channel was dug at one time but has now filled in with silt until there is practically no well defined channel. The channel was dug through open water and the material excavated consisting of mud, sand and shell, was dumped on either side of the canal about fifty feet, each side of the center line. The banks were so low as not to extend above water. Silt brought into Tomoka Basin by Tomoka Creek, and the unstable material of the canal banks eroded by wave action, rapidly filled the channel excavated. The channel at this place should not be re-dug along the route formerly followed for the reason that it will not prove permanent and will require frequent dredging to keep the channel open. A route along the east shore is recommended and is shown on the accompanying plan. This route has the advantage of being along the east shore where good banks can be thrown up, which will protect the canal against filling with silt from the adjacent waters of the basin. The construction of this portion of the canal will cover a distance of 24,366 feet, and will require the excavation of 181,734 cubic yards of earth and no rock. All of the work may be done with a bucket or dipper dredge, or a part excavated with dipper or bucket, sufficient to give a substantial spoil bank, and the remainder pumped out with a hydraulic dredge.

Suitable beacons are needed along portions of the canal to mark the same. As a portion of the excavation will be made through government water it will be necessary to obtain permission from the War Department to construct the canal before work may be commenced.

Restoration of Canal From Daytona to Miami.

For that portion of the canal lying from Daytona southward to Biscayne Bay the sum of \$50,000 has been set aside by the Canal Company for the restoration of

the canal to a depth of five feet and a width of fifty feet on the bottom.

Strictly speaking, to restore the canal to navigable condition, as defined by the above dimensions, would mean re-digging the old channel to a depth of five feet at low water in those places where the same has become shoaled, and widening it in places where a width of fifty feet on bottom does not obtain. To accomplish this it will be necessary to remove about 130,000 yards of earth and 3,600 yards of rock distributed through many small shoals. In addition it would be well to make two small changes in route requiring the removal of about 105,000 yards of earth.

Condition of Canal.

Through considerable portions of its length the canal is so located that, even after restoring the same to good condition, frequent re-dredging will be necessary to remove the silt which will be constantly deposited therein. In the original construction of the canal sufficient precaution was not taken in disposing of the excavated material. In many places the spoil banks have been deposited so close to the canal that there is no berm, and the banks and side slopes form one continuous line. The excavated material consists for the most part of sand, in a more or less loose condition, easily affected by wind and rain. Much shoaling is due to the washing in of excavated material. This condition cannot now be overcome without great expense and will continue to be a source of trouble.

In canals as small as the one under consideration much damage is done by the swash from the passage of boats, especially where the material is unstable and the speed of the boat is higher than about eight miles per hour. Over a great portion of its length the canal will from time to time require re-dredging, caused by the washing

down of its banks. This could be prevented by protecting the banks with piling, riprap, or in some other suitable manner, but I do not recommend that this be done.

Selection of Route.

The location in several places is unfortunate. When the route was first adopted more than twenty years ago no particular attention seems to have been paid to location with a view toward economy of maintenance or permanence of the work accomplished. The sole aim in selecting the route which has been followed seems to have been the single idea of initial cost of construction, depending on the smallest possible yardage to be removed. No consideration has been taken of character of channels, tides, currents, or hydrographic conditions which would influence the selection of the best route.

Inadequacy of Fund.

It would be highly advantageous to widen and deepen the canal throughout and to change its location in many places in order to eliminate certain unfavorable features, and in other places to take advantage of natural favorable conditions and shorter routes. If this could be done the U. S. Government would probably be willing to assume control of the canal and maintain the same in proper condition. But the funds provided for this work are entirely inadequate for paying the cost of such improvements as above suggested, being barely sufficient for removing the more important shoals and for making two or three slight changes which are most needed.

Beacons for Marking Channel.

Much of the difficulty in getting through the waterway is caused by lack of sufficient beacons to mark the chan-

nel. Considerable portions of the canal extend through stretches of open water where the canal banks do not extend above water and cannot be followed without markers to indicate the channel. An important item in the restoration of the canal is adequate beaconing of the same and must be considered as a part of the work to be accomplished. About five hundred beacons will be required to properly mark the waters under canal control.

Part of Waterway Under Government Control.

Much of the intra-costal waterway is under government supervision. This portion consists of the natural bays, rivers, sounds, etc., and are connected with each other by the Coast Line Canal. A number of shoals occur in government water, and before these may be removed it will be necessary to obtain permission from the War Department for doing the work in those localities. Many beacons are needed to mark the channels through government waters. The State should request the U. S. Government to have these set where needed.

Disposition of the Work.

In carrying out the work of restoration I am in favor of inviting bids from dredging companies for doing the work by contract at a fixed price per cubic yard of excavation.

Below is given a list of shoals to be removed. In addition to these two changes in route are recommended. One is six miles south of New Smyrna, and is intended to eliminate a very narrow, crooked channel difficult to maintain and to navigate. The other, near Ft. Lauderdale, is a cut-off from Lake Mabel to New River Sound to avoid a dangerous inlet from the Atlantic Ocean.

The work outlined above, and indicated in the accompanying table, is considered about all that can be accomplished with the fund available for that purpose."

H A L I F A X R I V E R

Special Fund \$25,000

	Length in Feet.	Cu. yds. to be removed.
Change of route to east shore to avoid Tomoka Basin.....	24,366	181,734

DAYTONA SOUTH TO BISCAYNE BAY.

Restoration Fund \$50,000

From Ormond to South End Mosquito Lagoon.

	Length in Feet.	Cu. yds. to be removed.
South of Ormond Bridge, two shoals	1,500 800	4,600
1 1-2 miles north of Daytona, North Bridge. Shoal and Narrow	3,000	6,200
South of New Smyrna 5 3-4 mi. Several small shoals aggregat- ing 10,000 yards. Channel narrow and very crooked— hard to navigate. Proposed cut-off to eliminate above....	12,000	103,200
Ship yard reach, shoal and narrow	700	1,400
Turtle Mound shoal, 1-2 mile south of Turtle Mound.....	500	1,000
Mosquito Lagoon Haulover—		
East entrance.....	500	1,000
West entrance.....	500	1,000

Jupiter to Miami.

Lake Worth Creek, shoal narrow and crooked. Four shoals.		
Shoal No. 1.....	400	800
Shoal No. 2.....	200	400
Shoal No. 3.....	500	1,600
Shoal No. 4.....	150	300
Between Lake Worth Creek and Lake Worth.....	7,000	26,000
North end Upper Haulover—		
Lake Worth.....	100	200
Lower Haulover—Lake Worth	700	1,400
Opposite Delray—		
Shoal and Narrow.....	6,000	26,500
North of Lake Wyman.....	7,500	13,500
Through Lake Wyman.....	4,000	7,200
Lake Boca Raton.....	500	1,000
	1,500	Rock 3,000
Deerfield Cut north of Hillsboro River	3,200	8,800
South of Hillsboro River—		
Shoal No. 1.....	900	1,800
Shoal No. 2.....	500	1,000
Shoal No. 3.....	200	400
Shoal No. 4.....	300	600
Shoal No. 5.....	250	500
North of Hillsboro Light—		
Narrow channel.....	3,500	7,000
New River Entrance to Lake Mabel	1,500	3,500
In Lake Mabel, narrow channel rock cut.....	300	300
	Rock 600	
New River Sound Entrance to Lake Mabel	700	9,350

	Rock.	Earth.
Total Daytona to Biscayne Bay	3,600	230,550
Total Halifax River.....	.....	181,734
Total Entire Canal.....	3,600	412,284

Respectfully submitted,

(Signed) F. C. ELLIOT,
Acting Chief Drainage Engineer.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

—
Tallahassee, Florida, February 7, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. Geo. O. Butler appeared before the Trustees and stated that he and Mrs. Mary O. Bryan were purchasers, through J. M. Barrs, of 6,700 acres of land contained in the deed held in escrow by the First National Bank of St. Augustine, Florida, and that they paid \$2.65 per acre, while the price agreed upon was \$2.25, whereupon the Secretary was instructed to write the following letter to Mr. A. H. Sawyer, Secretary, Florida Coast Line Canal and Transportation Company:

"Tallahassee, Florida, February 7, 1913.

Mr. A. H. Sawyer, Secretary,
Florida Coast Line Canal and Transportation Co.,
19 Pearl Street, Boston, Mass.

Dear Sir:

Mr. Geo. O. Butler and Mrs. Mary O. Bryan, of West Palm Beach, state to the Trustees of the Internal Improvement Fund that they were purchasers, through J. M. Barrs, of Jacksonville, of 6,700 acres of the land contained in the deed held in escrow by the First National Bank of St. Augustine, Florida, under which deed said land was to be conveyed to your Company under certain conditions.

Mr. Butler and Mrs. Bryan represent to the Trustees that the price agreed to be paid by them for these lands was \$2.25 per acre. The Trustees of the Internal Improvement Fund having ordered that none of these lands should be sold prior to the delivery of the escrow deed for less than \$2.65 per acre, and the Trustees of the Internal Improvement Fund and the Canal Company having arrived at a settlement whereby the Trustees of the Internal Improvement Fund issued an order to the First National Bank of St. Augustine, Florida, to deliver said escrow deed to the Canal Company upon the placing of \$75,000.00 of cash in said bank to be held in escrow for the purposes mentioned in the letter of instructions to the bank for the delivery of the deed, this is to inform you that the Trustees have no objection whatever to the Canal Company refunding, or reimbursing to the said Geo. O. Butler and Mary O. Bryan the 40 cents difference between the price of \$2.25 per acre, stated by them to have been paid for the 6,700 acres of land mentioned above, and the \$2.65 per acre required by the Trustees to be paid for said lands, provided that the amount so refunded, or reimbursed to the said Geo. O. Butler and Mary O. Bryan shall not be paid out of, or affect in any

way the \$75,000.00 of cash now held in the First National Bank of St. Augustine, Florida, in escrow, as per agreement between the Trustees of the Internal Improvement Fund and your Company.

By direction of the Trustees of the Internal Improvement Fund I am requested to convey the above action of the Trustees to you for your information.

Yours very truly,

(Signed) J. STUART LEWIS,
Secretary."

A letter was read from Mr. D. J. Red, requesting permission to build a bridge across Snapper Creek Canal, so that he could secure an outlet for transportation. The permission was granted with the understanding that said bridge should be constructed at no cost to the Trustees and should be removed at any time when the Trustees deemed it advisable. Said location and construction to be under the supervision of the Acting Chief Drainage Engineer.

Mr. Oscar Soiney made application to purchase Sec. 23, T. 44 S. R. 36 E., stating that it was his intention to build a \$100,000.00 hotel upon same. The Secretary was instructed to write Mr. Soiney that the Trustees would sell him the South Half of said Section at \$30.00 per acre, provided he would guarantee to make such improvements upon the land as he had proposed making.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, made a report upon the condition of the Florida Coast Line Canal and Transportation Company's canal, showing the necessary excavation to be made and the approximate cost of same, which report was approved and ordered filed.

The following bills were read, approved and ordered paid:

V. J. Randolph, Special Agent, to expense of trip of inspection of lands in Washington Co., January 23 to February 1, 1913.....	\$ 44.29
C. B. Gwynn, to expenses of trip of inspection of lands in Washington County, January 27 to February 1, 1913.....	25.30
J. C. Luning, to expenses of trip to Jacksonville account business of the Trustees, February 4 and 5, 1913.....	12.75
	<hr/>
	\$ 82.34

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

F. C. Elliot, expense incurred on trip of examination of Everglades Drainage Canals, Jan. 28-29, 1913.....	\$ 28.45
F. C. Elliot, expenses incurred on trip of inspection of Florida Coast Line Canal, Jan. 22-23, 1913.....	14.55
F. C. Elliot, salary as Acting Chief Drainage Engineer, January, 1913.....	250.00
V. J. Randolph, salary as Special Agent, January, 1913.....	100.00
J. E. Downing, salary as Clerk, January, 1913.....	65.00
Glenn V. Scott, expenses incurred on inspection of Florida Coast Line Canal, Jan. 9 to 27, 1913.....	35.30
Glenn V. Scott, Asst. Engr., employed on Florida Coast Line Canal, January, 1913.....	125.00
J. L. Hays, Inspector, employed on Florida Coast Line Canal, January, 1913, 7 days at \$100.00 per month.....	22.58
M. L. Heiss, salary as Lock Inspector, January, 1913.....	90.00

H. M. Forman, salary as Lock Tender, January, 1913	45.00
J. H. Jacobie, salary as Inspector, January, 1913	60.00
T. E. Frederick, expenses incurred as Asst. Engr., Dec., 1912: Hire of motor cycle, \$22.50; 1 mo. board, \$20.00; rent of room for storing camp outfit, \$6.00.....	48.50
T. E. Frederick, expenses incurred as Asst. Engr., January, 1913: Hire of motor cycle, \$22.50; board for self and inspector, Snake Creek Canal, \$45.00; rent of room for storing camp outfit, \$6.00.....	73.50
T. E. Frederick, salary as Asst. Engr., January, 1913.....	\$ 125.00
D. A. Smith, salary as Inspector, Jan., 1913...	60.00
A. W. Frederick, salary as Inspector, January, 1913	60.00
W. T. Russ, Launch and Level man, Jan., 1913	75.00
Ben Waldron, Boat and Level man, at \$2.50 per day, 29 days, January, 1913.....	72.50
Tom Pool, Chainman, at \$2.00 per day, 28 days January, 1913.....	56.00
J. E. Davis, Lineman, at \$2.00 per day, 7 days January, 1913.....	14.00
J. A. Boyd, Lineman, at \$2.00 per day, 24 days January, 1913.....	48.00
R. C. Hicks, expense account for Dec., 1912....	18.12
R. C. Hicks, expense account for Jan., 1913....	160.61
R. C. Hicks, meals furnished Parties Nos. 1 and 2, January, 1913.....	222.00
R. C. Hicks, salary as Asst. Engr., Jan., 1913..	125.00
S. M. Hicks, Launch and Level man, Jan., 1913	75.00
F. P. Wood, Cook, January, 1913.....	40.00
W. W. Myers, Chainman, at \$2.00 per day, 30 days, January, 1913.....	60.00

J. A. Davis, Rod and Chain man, at \$2.00 per day, 22 days, January, 1913.....	44.00
Standard Oil Co., gasoline furnished Engr. LaBruce, bill of Dec. 31, 1912.....	\$18.72
Gasoline furnished Engr. Hicks, bill of January, 1913.....	28.89 47.61
Remington Typewriter Company, carbon and second sheets furnished office Acting Chief Drainage Engineer, bill of Jan. 21, 1913....	6.50
Fort Lauderdale Garage and Machine Company, hardware and work account Engr. Hicks, bill of Jan. 1, 1913.....	29.38
Lake Worth Mercantile Co., supplies furnished Engr. Hicks, bill of Dec. 30, 1912.....	48.78
Mrs. G. A. Kunze, board of Inspector D. A. Smith, on Cypress Creek Canal, Dec., 1912, and Jan., 1913, at \$25.00 per month.....	50.00
The Hefty Press, envelopes and letter heads, account Engr. Frederick, bill of Jan. 1, 1913...	8.25
Miami Engineering and Construction Co., board for half of Dec., 1912, of Dredge Inspector A. W. Frederick, Snake Creek Canal.....	12.50
Riverside Boat Yard and Shops, machinist's work on small boat, gasoline, etc., bill of Dec. 31, 1912.....	6.02
Termaat & Monahan Company, supplies for 24 H. P. Marine Engine, bill of Dec. 17, 1912...	32.80
G. G. Strohm Company, groceries account Engr. Geo. O. Butler, Dec. 6, 7, 13, 14, 1911.....	15.10
Western Union Telegraph Co., bill for telegraphic service, January, 1913.....	10.38
Alex McDougall, postmaster, postage, bill of Jan. 31, 1913.....	.66
Southern Express Company, express service for January, 1913.....	1.31

Capital City Bank for T. J. Appleyard, supplies for office Acting Chief Drainage Engineer, bill of Feb. 1, 1913.....	\$28.30	
Printing 200 application blanks, account Land Dept., bill of Feb. 1, 1913..	2.25	30.55
J. L. Hays, expenses incurred as Inspector on Florida Coast Line Canal, statement of Feb. 1, 1913.....		14.65
Franklin Steel Works, twisted reinforcing bars, for use on Lock, Miami Canal, bill of Jan. 11, 1913.....		166.96
		<hr/>
		\$ 2,694.56

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 11, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. N. Barco, State Land Inspecting Agent, presented his report on the inspection of lands in Dade and Pinellas Counties, and same was ordered placed on file.

Mr. Barco stated that he was unable to meet Mr. Hois-

ington at St. Petersburg, as previously arranged, and he was of the opinion that Mr. Hoisington did not care to meet him. The Commissioner of Agriculture was requested to write the Commissioner of the General Land Office, sending him a copy of Mr. Barco's report and calling his attention to Mr. Hoisington's conduct in the matter.

Mr. Barco's bill for services and expenses for the months of January and February, 1913, amounting to \$280.00, was presented, approved and ordered paid.

M. A. Brown 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 the corporations so represented, and requested the further consideration of the Trustees concerning the same, and after a full examination of the proposition submitted, the Trustees unanimously adopted the following resolution:

WHEREAS, V. W. Helm and R. M. Price, on behalf of the Everglades Land Sales Company, the Everglades Land Company, and the Everglades Sugar and Land Company, did, on December 18th, 1912, appear before the Trustees with the following request:

That the rock, earth and other 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 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 Experi-

mental Farm at a height of not less than five (5) feet above the level of the surface of the ground; and

WHEREAS, The Trustees have previously established and set aside a right-of-way zone along the canals; that upon said right-of-way lie the spoil banks of the canals; that the said right-of-way zone and spoil banks are chiefly affected by the request of the companies above mentioned in building a structure thereon; therefore be it

RESOLVED, That the applicants, and the Everglades Sugar and Land Company and the Davie Experimental Farm shall have the right to build and maintain on the right-of-way zone on the south and north banks of the South New River Canal through the Davie Experimental Farm, and on the south bank of said Canal where the same passes through or along the lands of the Everglades Sugar and Land Company in Township 50, Ranges 40 and 41 a dike constructed of the spoil banks of said canal, of the following minimum allowable section: Sixteen (16) feet wide on top, with side slopes of one and one-half horizontal to one vertical, and where the bank is of sand, with side slopes of two-and-one-half horizontal to one vertical, and with a height of not more than five (5) feet above the general ground surface, at their own expense and risk; that said dike shall be constructed out of the rock, earth and material piled on said canal bank where said dike is to be constructed, in accordance with plans and specifications acceptable to the Trustees; that, should it be deemed advantageous by the Trustees, said dike may be added to or its construction altered in accordance with the foregoing measurements, without impairing its efficiency as a dike, so that it may be used as a roadway or for such other purposes as the Trustees may determine; that whenever the applicants or their successors or assigns shall build and construct such dikes, it shall be the policy of the Trustees to grant to the applicants the right to maintain that portion of the canal banks so utilized for dikes at a height of not less than five (5) feet above the

general surface of the ground, but that in granting permission to build such dikes or other structures in the right-of-way zone, the rights which the Trustees have in said right-of-way zone shall in no wise be relinquished or impaired by the granting of said concessions, by building of said dikes or other structures, or by the existence of the same on the said right-of-way zone along any of the canals in the Everglades, or canals under the jurisdiction of the Trustees of the Internal Improvement Fund, it being the purpose of this resolution to secure to the above mentioned applicants the right to permanently maintain said dikes at the height of five (5) feet above the surface of the ground, subject to such other uses of said right-of-way zone by the trustees as shall not alter or impair the concession hereby granted.

Upon motion the following resolution was adopted:

WHEREAS, the Trustees of the Internal Improvement Fund and the Drainage Board of the State of Florida have heretofore been financing the drainage operations in the Everglades by the drainage tax of five cents per acre upon the lands within said territory as prescribed by law, and the sale of State lands; and

WHEREAS, It has been ascertained from past experience that the Drainage Tax of five cents per acre, as fixed by law, does not provide ample funds for carrying on the drainage operations and on account of this it has been necessary for the operations to be supported largely by the sale of State lands; and,

WHEREAS, it is the opinion of the said boards that the drainage should be supported and carried on by the drainage tax, which is levied upon the land within the drainage district, and that the State should not be required to dispose of its land for such purposes; and,

WHEREAS, In view of the said condition relative to the financing of the drainage operations the Trustees have been considering the advisability of changing the policy to that of issuing bonds to be cared for and re-

tired by a drainage tax levied upon the lands within the drainage district only; and,

WHEREAS, it is believed that should such policy be authorized by the Legislature of the State, the bond purchasing public would look with much greater favor upon said bonds, if the territory upon which the drainage bonds are to be issued had been reported upon by an engineering firm of national reputation after a comprehensive and thorough inspection of said territory with a complete set of plans and specifications for carrying on further drainage operations and further enlarging the present work now being carried on in the Everglades; and,

WHEREAS, Such comprehensive and complete plans made by an engineering firm of national reputation for the further drainage operations, will materially aid the State in fixing the amount of drainage tax which should be required, and will also give desirable information for further prosecuting the reclamation project. It is therefore

RESOLVED, That the Trustees are willing to enter into a contract with J. G. White & Co. of New York City, for that portion of their proposition relating to drainage upon the terms and conditions stated in their proposition of October 11, 1912, as explained and agreed upon by the representatives of their company, Messrs. S. L. Selden and T. F. Richardson, and the Trustees, at a meeting of the Trustees held on January 30, 1913, at which the said Messrs. Selden and Richardson, representing J. G. White & Co., were present, and that the said proposition as explained by the said representatives of the company, is hereby accepted, a formal contract covering the same to be hereafter prepared and entered into, and the Secretary is instructed to notify the said company that the Trustees are ready to enter into a contract covering that portion of their proposition, and that the Trustees desire a contract entered into between themselves and said company as soon as possible, that the

work of investigation and survey by said company shall be commenced at the earliest possible date.

Proposition.

October 11, 1912.

- (1) Drainage alone.
- (2) Drainage and Transportation; or
- (3) Drainage and Transportation accompanied by a report on the agricultural features.

Should you desire a report upon drainage only, as per item (1) we should ask the same retainer as for item (2), namely \$7,500.00, and should estimate the minimum cost to be \$15,000.00 and the maximum \$35,000.00.

(Signed) J. G. WHITE & COMPANY.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 15, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

Messrs. Bryant, Matthams and Anthony, of West Palm Beach, appeared before the Trustees relative to commenc-

ing work on the West Palm Beach Canal at the East end, and the Trustees informed them that it was impossible for the Trustees to take any action at the present time, but that they would consider the matter and advise them of any action taken relative to same.

Mr. Bryant, of the Palm Beach Farms Company, asked that the Trustees take steps to secure a speedy survey of Townships 44 and 45, Ranges 37 and 38, and stated that in order to expedite the work, his company would be willing to pay \$1,500.00 towards the expense of such survey. The matter was taken under advisement.

Hon. J. L. Billingsley appeared before the Trustees, requesting quit claim deed to certain lands in Fractional Sections 5, 7, 18 and 19, in Township 55 South, Range 41 East. The Trustees were of the opinion that they, as Trustees, had no right to make any such deed, therefore they declined to execute such deed.

Hon. J. L. Billingsley asked the Trustees to sell 80 acres of land in the Town of Homestead, or else make some arrangements to improve same. The Trustees decided that they did not care to sell the land at present, but would consider the matter of platting same into lots and offering it for sale at some future time.

Hon. J. L. Billingsley requested the Trustees to take some action as to the claim of Reed Bryan for damage claimed by said Bryan against the Trustees for overflow of his grove, and he was informed that the matter would be taken up with the attorney for the Trustees, who was at present absent from the city, and that he would be informed in due time as to the action of the Trustees.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 17, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Estimate No. 31, of the Furst-Clark Construction Company, for work done in the Everglades during January, 1913, showing 236,296 cubic yards of earth and 31,802 cubic yards of rock excavated, which, at 8 and 20 cents per cubic yard, respectively, amounts to \$25,264.08, was presented and approved, and in view of the fact that the Furst-Clark Construction Company had withheld the ninth payment due by them on the purchase price of dredges, September 25, 1912, pending a settlement of a certain claim for damages caused by the Miami Engineering and Construction Company cutting through the north bank of the North New River Canal, below the dam, during 1912, and, as in the opinion of the Trustees, the Miami Engineering and Construction Company were solely responsible for the damage so sustained by the Furst-Clark Construction Company, they directed the Secretary to deduct the 9th payment due on dredges, amounting to \$12,088.33, from Estimate No. 31, and send check for the balance due after such deduction had been made, which was \$13,180.75.

And, in view of the foregoing, the Trustees decided to withhold payment due the Miami Engineering and Construction Company, on Estimate No. 7, for work of excavation during January, 1913, showing 79,082 cubic yards

of earth and 48,080 cubic yards of rock, which at 10 and 25 cents per cubic yard, respectively, amounts to \$17,935.38, and the following letter was sent the company:

Tallahassee, Florida, February 19, 1913.

Miami Engineering and Construction Company,
Miami, Florida.

Gentlemen:

The Trustees of the Internal Improvement Fund direct me to call your attention to the matter of their claim against you for the damages to the North New River Canal produced by the cut you made through the north bank of that canal in February, 1912. As you were advised by Mr. J. O. Wright, Chief Drainage Engineer, on February 9, 1912, by telegram, the Trustees would hold you responsible for any loss that has been caused or may be caused by the filling of this channel. Again, on February 11, 1912, Mr. Wright wired you to relieve the conditions then existing immediately and restore the canal to its original cross section, that any delay would cause an additional expense. Again, on February 12, Mr. J. C. Luning wired you that the Trustees insisted that you wire them what steps you were taking to relieve the situation.

The Trustees think that you alone are responsible for the damages resulting from your operations in the canal at that point and insist upon an early adjustment of the same.

The Trustees have already paid over nine thousand dollars to remove the obstructions caused by your operations in and along that canal and are now being pressed by the Furst-Clark Construction Company for the payment of a bill for damages to them, amounting to approximately nine thousand dollars, as a result of your operations in the canal.

The damages caused by you amount to about eighteen thousand dollars and the Trustees desire that you make immediate arrangements for the adjustment of the same.

The Trustees will withhold from the monthly earnings by you on your monthly contract an amount sufficient to take care of this item. Therefore, payment for Estimate No. 7, amounting to \$17,935.38, is withheld.

Yours truly,

(Signed) J. STUART LEWIS,
Secretary."

Estimate No. 9, of Geo. H. Crafts & Company, for work done on Lock No. 1, Miami Canal, during the month of January, 1913, amounting to \$988.13, was presented, approved and ordered paid.

The following bills were presented, approved and ordered paid:

Park Trammell, expenses of trip to Jacksonville to see banks relative to raising funds, Feb. 4, 1913	\$ 13.45
Tampa Abstract Company, information relative SE 1-4 of NE 1-4, Sec. 28, T. 28 S. R. 17 E., bill of Feb. 11, 1913.....	2.00
Frank T. Budge, supplies furnished Engr. Frederick, bill of January 31, 1913.....	7.35
M. L. Heiss, board and lodging, as Lock Inspector, January, 1913.....	30.00
Furst-Clark Construction Co., meals furnished State men on dredges, for July, August, September, October, November and December, 1912	156.00
T. B. McGahey, 104 piling, 25 ft. long, at \$2.50 per piling, bill of Feb. 3, 1913.....	260.00
The True Democrat, advertising lands for sale, bill of Feb. 1, 1913.....	32.00

Florida Rock Co., delivering car of reinforcing iron and two wagon loads of iron rods, etc., to Miami Canal Lock, bill of Feb. 5, 1913.....	14.00
G. M. Dykes, supplies furnished account work on gates, Miami Lock, bill of Feb. 1, 1913.....	400.20
	<hr/>
	\$ 884.75

A communication from the Miami Board of Trade, dated February 11, 1913, was read, in which said Board of Trade advised the Trustees that the mouth of the Miami River was shoaling on account of silt from the Miami Canal. The Secretary was instructed to write the Miami Board of Trade that their complaint would be thoroughly investigated. The Counsel of the Trustees was instructed to investigate the matter complained of, and render a decision to the Trustees as to their liability for existing conditions.

A letter from Mr. Oscar Soiney, of Belle Plaine, Iowa, was read, in which he accepted the Trustees' offer to sell the S. 1-2 of Sec. 23, T. 44 S. R. 36 E. at \$30.00 per acre, upon the conditions of his letter of January 21, 1913. The Secretary was instructed to write Mr. Soiney that the Trustees would expect him to make a deposit of \$1,000.00 within 30 days, as an option on said land, with the understanding that he would enter into an agreement and contract within six months, said \$1,000.00 to be applied on the purchase price, provided said contract was entered into; otherwise the said \$1,000.00 to be forfeited.

A letter from Mr. R. F. Ensey as to certain amounts which were disallowed by the Trustees in their final settlement with him, June 25, 1912, was read, and the Secretary instructed to write Mr. Ensey that they considered all equitable claims, as approved by the Chief Drainage Engineer, had been paid, and the matter closed.

The Secretary was instructed to write the Pompano Board of Trade that, in view of their agreeing to secure

a right-of-way through the Florida East Coast Railway Company, for the dredge of the Construction Company to pass through, free of all cost to the Trustees, they would look to them to pay the bill of the said Florida East Coast Railway Company amounting to \$420.60 for the passing of such dredge through their trestle.

The following resolution was unanimously adopted:

RESOLVED, That the Trustees of the Internal Improvement Fund of Florida borrow from the Barnett National Bank of Jacksonville, Florida, \$15,000.00, from the Atlantic National Bank of Jacksonville, Florida, \$15,000, and the First National Bank of Tallahassee, Florida, \$10,000.00, and to be evidenced by sixty-day promissory notes of the said Trustees, as Trustees of the Internal Improvement Fund of Florida, and not personally, to each of said banks, the said notes to bear interest at the rate of seven per cent. per annum.

Whereupon, in accordance with the above resolution, three notes were made and executed by the Trustees.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., February 17, 1913.

The Trustees of the Internal Improvement Fund met at 5:30 p. m. in the office of the Executive on this date.

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, appeared before the Trustees and presented the following report as to the progress of the work in the Drainage District, which was read and ordered placed of record:

EVERGLADE DRAINAGE CANALS AND EVERGLADE SURVEY CONDITION TO FEBRUARY, 1913.

MAIN CANALS.

North New River Canal from Lake Okeechobee to Ft. Lauderdale, 61 miles long, cut all way through and excavation nearly complete.

South New River Canal, connecting Miami Canal with South New River, 21 miles long, is open all way through, and excavation is one-half complete.

Miami Canal from Lake Okeechobee to Miami, 77 miles long, has $9\frac{1}{2}$ miles to cut before being open to tide water, and excavation is two-thirds complete.

Hillsboro Canal from Lake Okeechobee to Deerfield, 49 miles long, has six miles to cut before connecting with tide water, with excavation two-thirds complete.

Three dredges operating during the month.

Total excavation on above canals for January:

Cu. yds. Earth.	Cu. yds. Rock.	Total cu. yds.
236,296	31,802	268,098

Total excavation on above canals to date—

Cu. yds. Earth.	Cu. yds. Rock.	Total cu. yds.
12,554,339	1,231,201	13,785,540

Contract calls for completion July, 1913.

West Palm Beach Canal, 42 miles long, from Lake Okeechobee to Lake Worth, contract let December 16th, 1912; calls for completion January 1, 1916.

STUB CANALS.

Snapper Creek Canal excavation, $\frac{3}{8}$ complete.
 Snake Creek Canal excavation, $\frac{3}{8}$ complete.
 Cypress Creek Canal excavation, $\frac{1}{3}$ complete.
 Two dredges operating during the month.

Total excavation on above canals for January.

Cu. yds. Earth.	Cu. yds. Rock.	Total Cu. yds.
79,082	48,080	127,162

Total excavation on above canals to date—

Cu. yds. Earth.	Cu. yds. Rock.	Total Cu. yds.
295,174	141,096	436,270

SURVEYING.

Survey of Townships 45, 46, 47, 48, 49, 50, 51, in Range 41, complete.

Survey of Townships 51 and 52, Range 40, are complete in Everglades tract.

The Township line between 44 and 45 South, has been extended from Range 33 East to 37 East.

No survey work was done during the month of January

(Signed) F. C. ELLIOT,

Acting Chief Drainage Engineer.

The Acting Chief Drainage Engineer stated that he had received a permit from the U. S. War Department to proceed with the work in the Halifax River on the Florida Coast Line Canal and Transportation Company's Canal, and he was instructed to advertise for bids to be opened on March 20th for such work.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 21, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Bids submitted for the following lands, advertised to be sold the 21st of February, 1913, to-wit: Section Eleven (11), the East Half of Southwest Quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) and East Half ($E\frac{1}{2}$) 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; were opened. The Otis Syndicate submitted a bid of \$15.00 per acre for the said land, and after due consideration, the Trustees reserved the same and it was carried over for further consideration.

The matter of withholding the amount of Estimate No. 7, of the Miami Engineering and Construction Company was reconsidered, and upon motion, the Secretary was instructed to draw warrant for \$12,935.38, in favor of the above company, reserving \$5,000.00 of the \$17,935.38. the amount of the estimate, upon condition that said Miami Engineering and Construction Company make im-

mediate arrangements for the speedy adjustment of the Trustees' claim.

Mr. Robert Ransom appeared before the Trustees relative to purchasing certain lands near St. Augustine, in St. Johns County, and asked that they consider a price of \$1.25 per acre for the said lands. It was agreed by the Trustees that they could not consider this offer, until the lands had been inspected and graded by an agent of the State, but that as soon as such inspection had been made they would take some action upon the proposition submitted by Mr. Ransom.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, February 22, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Minutes of January 18, 20, 23 and 31, and February 1, 6, 7, 11, 15, two of 17, and 21, 1913, read and approved.

A letter from Hon. C. M. Cooper, addressed to the Chairman of the Board, requesting the Trustees to commence work as soon as possible dredging in the Florida

Coast Line Canal, between the Mantanzas-Halifax Cut, and southward, was read, and the Secretary was directed to write Mr. Cooper that advertisements for bids for the above work had been placed in several papers, and that the bids would be opened March 20th, and the work would be commenced as soon thereafter as the contract was awarded and other preliminary matters arranged.

The bill of W. C. Lockey, Clerk Circuit Court, Washington County, for copy of testimony as to character of and survey of certain unsurveyed lands on St. Andrews Bay, in Townships 3 and 4, South, Range 15 East, claimed by State as Swamp and Overflowed lands under the Act of Congress of September 28, 1850, as ordered by the Trustees of the Internal Improvement Fund, amounting to \$47.43, was ordered paid.

Bill of the Florida Times-Union for printing advertisement for Sale of Lands in the Drainage District, amounting to \$40.50, was read, and as the legal rate for such advertisement would amount to \$36.00, the Secretary was instructed to draw warrant for the amount of \$36.00 in payment of said bill.

Upon motion, unanimously adopted, the Chairman was requested to give Dr. E. C. Chambers due notice that as he had failed to make his payments as required by his Modified Contract, the Trustees would cancel said Modified Contract, as provided for under the terms of said contract.

The attorney for the Trustees, Hon. W. H. Ellis, was, upon motion, unanimously adopted, instructed to institute suit against the Seaboard Air Line Railway Company for amount of claim due by said railway company to the Trustees of the Internal Improvement Fund.

A letter from Mr. R. C. Hicks, Engineer in the 'Glades, relative to the present arrangement as to subsistence, was read, and the Acting Chief Drainage Engineer was instructed to see what arrangements could be made for

boarding the resident engineering corps on the dredges of the Furst-Clark Construction Company, and report to the Trustees.

A letter was read from Mr. Thomas E. Will, offering to purchase Fractional Section 11, T. 44 S., R. 36 E., and the Secretary instructed to write Mr. Will that the above land was not for sale at present.

The Secretary was directed to return to R. J. Bolles assignment of mortgage dated September 7, 1912, on the Colorado Springs National Bank, for \$50,000.00. This was done at the request of Mr. Bolles.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Fla., February 24, 1913.

The Trustees of the Internal Improvement Fund met at 11 o'clock a. m. in the office of the Executive on this date:

Present:

Park Trammell, Governor,

W. V. Knott, Comptroller,

J. C. Luning, Treasurer,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

Mr. A. A. Boggs, of the Miami Engineering and Construction Company, appeared before the Trustees relative to damages claimed by the Trustees account of the washout in North New River Canal, caused by the operations of the dredge of the Miami Engineering and Construction Company in said canal in 1912, and protested

against the withholding of \$5,000.00 from the amount due said company by the Trustees account of Estimate No. 7, and after discussing the matter, the Trustees recessed at 1 p. m. and at 3:30 p. m. they resumed the hearing, the following being present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

and after further considering the protest of Miami Engineering and Construction Company against the order of the Trustees withholding the sum of \$5000.00 from the amount due said Company on account of its drainage contract, to indemnify the Trustees for damages claimed by the Trustees to be caused by said company during its operations in North New River Canal, the following resolution was adopted:

That the Trustees will release the amount of \$5000.00, which, by their resolution of February 21, 1913, they withheld as indemnity for damages resulting to the canal by reason of the Miami Engineering and Construction Company entering into said canal, pending further investigation as to the cause of such damages, but said release shall in no wise prejudice the Trustees' claim against said company on account of said damages, but said release is made solely because of representations made by said company that the withholding of said sum would financially embarrass the company.

Resolved further, That the Trustees reserve the right to withhold on said account any portion of any further sum that may be due the said company for work that may hereafter accrue on account of the drainage contract of said company with the Trustees.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 4, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as counsel, Feb., 1913.....	\$ 208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept. February, 1913.....	150.00
Mary Herring, salary as stenographer, February 1913	100.00
J. Stuart Lewis, salary as Secretary, Feb., 1913	150.00
Alex McDougall, P. M., stamps for use of office of Secretary, bill of Feb. 13, 1913.....	8.00
Capital City Bank for T. J. Appleyard, 2,000 legal sheets, bill of March 1, 1913.....	4.00
Palms Printing Co., ad. notice of sale of lands in the Drainage District, bill of Feb. 24, 1913	19.35
Western Union Tel. Co., services for Feb., 1913	5.72
	<hr/>
	\$ 645.40

The following bills were presented by the Board of Drainage Commissioners with request that they be paid by the Trustees, and they were ordered paid:

Thos. E. Frederick, salary as Asst. Engr., February, 1913.....	\$ 125.00
D. A. Smith, salary as Inspector, Feb., 1913..	60.00
A. W. Frederick, salary as Inspector, Feb., 1913	60.00
Thos. Hamilton, Helper, at \$2.00 per day, 5 days February, 1913.....	10.00
F. C. Elliot, salary as Acting Chief Drainage Engineer, February, 1913.....	250.00
G. D. Curtis, salary as Office Engineer, Feb., '13	125.00
V. J. Randolph, salary as Engineer, Feb., '13..	100.00
J. E. Downing, salary as Clerk, February, 1913	65.00
H. M. Forman, salary as Lock Tender, Feb., '13	45.00
M. L. Heiss, salary as Lock Inspector, Feb., '13	90.00
J. H. Jacobie, salary as Dredge Inspector, Feb., 1913	60.00

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

Glenn V. Scott, salary as Asst. Engr., at \$125.00 per month, 20 days, Feb., 1913.....	\$ 104.17
Lonnie Howard, salary as Rodman, at \$2.00 per day, 6 days, Feb., 1913.....	12.00
J. A. Boyd, Axe and Chain man, at \$2.00 per day, 6 days, February, 1913.....	12.00
W. W. Myers, Axe and Chain man, at \$2.00 per day, 6 days, February, 1913.....	12.00
H. A. Carlisle, services of self and team, at \$175.00 per month, 1 day, Feb., 1913.....	6.75
Glenn V. Scott, Asst. Engr., employed on Florida Coast Line Canal, at \$125.00 per month, 4 days, February, 1913.....	20.83
Glenn V. Scott, to expenses incurred account Florida Coast Line Canal, 8 days board and R. R. fare, statement of Feb. 28, 1913.....	23.60
Glenn V. Scott, expenses incurred as Asst. Engr., Feb. 6-24, 1913.....	59.06

Glenn V. Scott, to subsistence furnished party during February, 1913.....	16.00
Thos. E. Frederick, expenses as Asst. Engr., February, 1913; hire of motorcycle 1 mo. \$22.50; board for self and inspector 1 mo. \$45.00; articles purchased account *Cypress Creek Canal, \$3.25.....	70.75
Frank T. Budge Co., supplies account Engr. R. C. Hicks, bill of Feb. 1, 1913.....	8.35
Lake Worth Mercantile Co., supplies furnished account Engr. R. C. Hicks, bill of Jan. 3, 1913	22.91
Dade Lumber Company, lumber furnished Engr. Hicks, bill of Jan. 28, 1913.....	7.75
The H. & W. B. Drew Co., supplies furnished Acting Chief Drainage Engineer, bill of Feb. 20, 1913.....\$20.00	
bill of March 1, 1913.....	1.50
	21.50
Pioneer Boat Line, Supplies furnished Engr. Hicks, bill of Feb. 19, 1913.....	14.00
Fort Lauderdale Garage and Machine Co., supplies furnished Engr. Hicks, bill of Jan., '13	10.25
Mrs. G. A. Kunze, board of Inspector on Cypress Creek Canal, bill of Feb. 28, 1913.....	25.00
Standard Oil Co., gasoline furnished Engr. Hicks, at Fort Myers, bills of Jan. 7 and 14, 1913, for \$9.81 and \$9.63, respectively....	19.44
Alex McDougall, Postmaster, postage, bill of Feb. 27, 1913.....	.90
Western Union Tel. Co., services for February, 1913	4.53
Southern Express Co., services for February, 1913 .....	.65
Capital City Bank for T. J. Appleyard, letter-heads and envelopes, bill of March 1, 1913...	6.50
H. R. Kaufman, 25 sheets carbon paper, bill of March 1, 1913.....	.50

Board of Managers, City Water & Light Plants, globes for office Acting Chief Drainage En- gineer, bill of March 1, 1913.....	1.50
D. R. Cox Furniture Co., 1 stool for office Act- ing Chief Drainage Engineer, bill of March 1, 1913.....	4.50
Middle Florida Ice Co., two bottles water, bill of March 1, 1913.....	1.00
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	\$ 1,476.44

Financial Statement and Disbursements for the month of February, 1913, were presented and ordered placed of record.

Financial Statement, February, 1913.

To balance on hand Feb. 1, 1913...	\$33,323.58	
To Loans	40,000.00	
To Florida East Coast Railway Co., refund on freight.....	10.75	
To sale two volumes minutes.....	1.00	
To Land Sales, Feb., 1913.....	9,255.07	
To outstanding Warrant No. 2695	53.10	\$82,589.90
	<hr/>	
By Disbursements for Feb., 1913..		35,057.55
		<hr/>
To Balance on hand March 1, 1913		\$47,585.45

RECONCILEMENT.

To Cash and cash items in hands of Secretary	\$ 1,000.00	
To Cash in banks.....	46,585.45	\$47,585.45
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Distributed in following banks:

Atlantic National, Jacksonville, Fla.	\$15,000.00
Barnett Nat'l., Jacksonville, Fla.	2,064.62
Bank of Palm Beach, West Palm Beach, Fla.	12,500.00
Pioneer Bank, West Palm Beach, Fla.	12,500.00
First National, Tallahassee, Fla...	4,520.83—\$46,585.45

Disbursements, February, 1913.

Date.	Voucher 1913. No.	Amount.
Feb. 1,	2879—W. H. Ellis, salary as counsel, Jan., 1913	\$ 208.33
Feb. 1,	2880—C. B. Gwynn, Salary as Chief Clerk, Land Dept., Jan. 1913..	150.00
Feb. 1,	2881—Mary Herring, Salary as Sten- ographer, Jan., 1913.....	100.00
Feb. 1,	2882—J. Stuart Lewis, Salary as Sec- retary, Feb., 1913.....	150.00
Feb. 1,	2883—H. & W. B. Drew Co., supplies for office of Secretary, bill of Jan. 24, 1913.....	8.55
Feb. 1,	2884—Capital City Bank, for T. J. Appleyard, 2,000 Letterheads, bill of Feb. 1, 1913.....	7.00
Feb. 1,	2885—The True Democrat, for print- ing 1,000 Land Lists for office of Land Salesman, bill of Jan. 20, 1913	23.20
Feb. 1,	2886—Western Union Tel. Co., bill for Jan., 1913	5.11
Feb. 1,	2887—M. L. Heiss, reimbursement of freight paid on reinforcing iron bars from Franklin, Pa., to Mi- ami, Fla., bill of Feb. 1, 1913..	106.73

Date.	No. of Voucher.		Amount.
Feb. 10, 2888—	V. J. Randolph,	expenses incurred in inspecting land in Washington County, bill of Feb. 1, 1913	44.29
Feb. 10, 2889—	C. B. Gwynn,	expenses incurred in inspecting land in Washington County, bill of Feb. 1, 1913.	25.30
Feb. 10, 2890—	J. C. Luning,	expenses of trip to Jacksonville on business of the Trustees, Feb. 4-5, 1913.....	12.75
Feb. 11, 2891—	N. Barco,	salary and expenses for Jan. and Feb., 1913, inspecting State lands	280.60
Feb. 14, 2892—	M. M. Redwine,	to cancellation of Entry No. 16,400, by order of the Trustees of Feb. 6, 1913....	6.00
Feb. 19, 2893—	Geo. H. Crafts & Co.,	Estimate No. 9, Lock Construction, Jan., 1913	988.13
Feb. 19, 2894—	G. M. Dykes,	supplies furnished account work on gates, Miami Lock, bill of Feb. 1, 1913.....	400.20
Feb. 19, 2895—	Park Trammell,	expenses of trip to Jacksonville to see Banks relative to raising funds, bill of Feb. 4, 1913	13.45
Feb. 19, 2896—	Tampa Abstract Co.,	information relative to SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 28, T. 28 S., R. 17 E., bill of Feb. 11, 1913	2.00
Feb. 19, 2897—	Frank T. Budge Co.,	supplies furnished Engr. Frederick, bill of Jan. 31, 1913.....	7.35
Feb. 19, 2898—	M. L. Heiss,	bill for board, Jan., 1913	30.00

Date.	No. of Voucher.	Amount.
Feb. 19, 2899—	Florida Rock Company, hauling material for Miami Lock No. 1, bill of Feb. 5, 1913.....	14.00
Feb. 19, 2900—	T. B. McGahey, piling furnished Lock No. 1, Miami Canal, bill of Feb. 3, 1913	260.00
Feb. 19, 2901—	Furst-Clark Construction Co., Board furnished State men on dredges during July, August, September, October, November and December, 1912, bills of Nov. 30, 1912, and Jan. 28, 1913.	156.00
Feb. 19, 2902—	Furst-Clark Construction Co., Estimate No. 31, for work of excavation during Jan., 1913, less \$12,083.33, 9th payment on dredges	13,180.75
Feb. 19, 2903—	The True Democrat, Ad. sale of Everglades lands, bill of Feb. 1, 1913	32.00
Feb. 21, 2904—	Miami Engineering and Construction Company, account Estimate No. 7, for work of excavation, Jan., 1913.....	12,935.38
Feb. 25, 2905—	Miami Engineering and Construction Company, account Estimate No. 7, for work of excavation, Jan., 1913.....	5,000.00
Feb. 25, 2906—	Florida Times-Union, Ad. sale of Everglades lands, bill of Feb. 15, 1913	36.00
Feb. 25, 2907—	W. C. Lockey, Clerk Circuit Court Washington Co., for information relative to certain survey, bill of Feb. 19, 1913....	47.43

Date.	No. of Voucher.	Amount.
Feb. 27, 2908—	Capital City Bank for T. J. Appleyard, to printing 500 copies Bi-ennial Report, including printing and inserting of map, bill of Feb. 20, 1913....	753.00

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 11, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following agreement with the National Construction Company, of Birmingham, Alabama, for the construction of the West Palm Beach Canal, was executed by the Trustees:

THIS AGREEMENT, made and entered into this 7th day of March, A. D. 1913, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, State Treasurer; T. F. West, Attorney General; and 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 called the first parties, and the National Construction Company, a corporation organized and doing business under the laws of the State of Alabama, hereinafter called the Company, Witnesseth:

Whereas the said above mentioned parties did on the 24th day of December, A. D. 1912, at Tallahassee, Florida, enter into a certain agreement in writing, whereby the Company agreed and contracted, as therein specifically expressed, to excavate and construct a canal therein particularly described and located, for the first parties; and,

Whereas it is provided in said contract that the Company shall enter into a good and sufficient bond with some reliable surety company, to be approved by the first parties, said bond to be payable to the first parties and conditioned upon the faithful performance of the work described in said contract and within the time and in the manner provided in said contract; and

Whereas the Company now desires and has requested that, in lieu of said bond as in said contract provided, it may give to the first parties security for the faithful performance of said contract upon certain real property in the State of Alabama and upon all the dredges, machinery, tools and other property owned, used and employed by it in the performance of said work.

Now Therefore, It is hereby agreed, by the parties hereto that the first parties will accept, in lieu of said bond, the security mentioned and tendered by said Company, provided said Company will forthwith execute and deliver to the first parties a mortgage upon the real property in Alabama above referred to, and a mortgage upon the personal property referred to as soon as the said property shall have been placed within the State of Florida and before the commencement of any of the work provided for in said contract, and upon the further condition that the

said Company shall and it does hereby agree to begin the work provided for in said contract at or near the east end of the canal therein described and located and shall, after so beginning said work pursue it continuously from an Easterly to a Westerly direction until the said canal is completed and accepted by the first parties; Provided, however, that if it shall hereafter be found advantageous, a portion of said work may be carried on from the West end of said canal, and from a Westerly to an Easterly direction, but only by the mutual consent of the parties hereto.

This 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) Park Trammell, (Seal)
Governor.

W. V. Knott, (Seal)
Comptroller.

J. C. Luning, (Seal)
State Treasurer.

T. F. West, (Seal)
Attorney General.

W. A. McRae, (Seal)
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) J. Stuart Lewis,
G. T. Whitfield.

(Signed) National Construction Company,
By W. F. Garretson, (Seal)
Vice-Pres. & General Manager.

Geo. M. Webb, Sec. & Tr.

Executed in the presence of the following witnesses as to the National Construction Company.

(Signed) Frank S. White, Jr.
J. W. Gillespy, Jr.

Attested by:

Geo. M. Webb, Sec. & Tr.

The mortgage of the National Construction Company to the Trustees and Board of Drainage Commissioners was accepted and the Secretary instructed to return the certified check for Eight Thousand Dollars, which accompanied the bid of the above Company.

Hon. W. H. Ellis, attorney to the Trustees, rendered the following opinion as to the liability of the Trustees for injury to certain properties in connection with the drainage operations, and the same was ordered spread upon the minutes:

Tallahassee, Florida, March 5, 1913.

Hon. Park Trammell,
Governor and President Trustees
Internal Improvement Fund,
City.

Dear Sir:—

In re, claim of Reed A. Bryan.

The claim as presented by Mr. J. L. Billingsley, as attorney for Mr. Bryan, consists of a demand for the payment of damages to Mr. Bryan on account of injury to a Grape Fruit grove owned by Mr. Bryan and located approximately one mile south of New River in the edge of the Everglades.

It is claimed that the damage to the grove was caused by water standing upon the land on which the fruit trees were growing, upwards of sixty days and that such high water was due to the existence of canals and locks constructed by the Trustees. Several affidavits are submitted in behalf of the claimant as to the extent of the damage and the cause of the same. The opinion seems to prevail among the friends of the affiants that the high water was due to the existence of the canals, canal banks, locks and dams located in the vicinity of the grove and the breaking of the locks and dams.

The construction of canals in the Everglades is a work which has been and is now being carried on pursuant to the State's policy of draining and reclaiming the swamp and overflowed lands which were acquired by the State under the Act of Congress of September 28, 1850, to the end that such lands may be settled and cultivated.

In 1855 by Chapter 610 Laws of Florida, the Legislature of the State created a fund called the Internal Improvement Fund of the State of Florida. Under the terms of that act the fund consisted of so much of the five hundred thousand acres of land granted to the State for internal improvement purposes by Act of Congress, as re-

mained unsold, the proceeds of such sales of such lands theretofore sold as then remained on hand and unappropriated and all proceeds that might thereafter accrue from the sales of lands and all swamp lands or lands subject to overflow granted to the State by Act of Congress approved September 28th, 1850, together with all the proceeds that had accrued or may accrue to the State from the sale of said lands. For the purpose of assuring a proper application of the fund for the purposes declared in the Act of 1855, Chapter 610, the lands and all the funds arising from the sale thereof, after paying the necessary expenses of selections, management and sale were irrevocably vested in five Trustees consisting of the Governor of the State, the Comptroller, the State Treasurer, the Attorney General and the Register of State lands (now the Commissioner of Agriculture) and their successors in office, to hold the same in trust for the uses and purposes provided in the Act. Among such uses and purposes was the requirement of Section 16 of the Act, that the said Trustees, who are State officers, shall fix the price of the lands and make such arrangements for the drainage of the lands as in their best judgment may be most advantageous to the fund and the settlement and cultivation of the lands. This statutory duty continues under Section 620 of the General Statutes of 1906 and the duty is recognized by Section 628 General Statutes as well as by many special Acts.

Trustees I. I. Fund v. Root, 58 So. Rep. 371.

The Trustees of the Internal Improvement Fund are therefore a governmental agency, charged by the Act of 1855, Chapter 610 Laws of Florida, with the duty and obligation placed upon them by said Act of making such arrangements for the drainage of the swamp or overflowed lands as in their judgment may be most advan-

rageous to the Internal Improvement Fund and the settlement and cultivation of the land.

In making arrangements for the drainage of the Everglades, a vast body of swamp or overflowed lands, the Trustees act as agents for the State of Florida, who in recognition of the purpose of the grant by the United States to the State, placed the lands granted to it by the Act of Congress above referred to, in the Internal Improvement Fund and vested the same irrevocably in five Trustees and their successors in office to hold in trust for the uses and purposes set out in the act.

Trustees I. I. Fund v. Root, Supra.

In the execution and discharge of the trust thus imposed, the Trustees adopted a system or plan for the reclamation of the Everglades which involved the building and construction of canals, locks, and dams. The work of construction is let by contract to persons or corporations who carry on the work according to plans and specifications adopted by the Trustees after careful scientific investigation as to the needs and requirements of such work.

Assuming that the damage to Mr. Bryan's trees was due to the overflowing of the land from the construction of the canals or the breaking of the banks, locks or dams and not on account of the providential cause of excessive rains, the question presented is: Whether the Trustees of the Internal Improvement Fund are liable in an action of tort for the damage.

It is elementary that neither the State nor any of its subdivisions, like a municipality, through which it operates, is liable for torts committed by public officers, save in definitely excepted classes of cases. The exemption is based upon the sovereign character of the State and its agencies and upon the absence of obligation and not on the ground that no remedy has been provided.

Claussen v. City of Luverne, 15 L. R. A. (U. S.) 698.)

The lands held in the Internal Improvement Fund are the property of the State of Florida. All the authority possessed by the Legislature with reference to the lands before the passage of Chapter 610, was possessed after the passage, except that no vested rights could be impaired by subsequent legislation.

Trustees I. I. Fund v. Root, 51 So. Rep. 535.

A suit against the Trustees of the Internal Improvement Fund therefore upon the grounds urged by Mr. Bryan would be to all intents and purposes a suit against the State for the recovery of money and a judgment against the Trustees would be in effect a judgment against the State.

The non-liability of a sovereign State to be sued is a principle old, well established and universally prevalent.

Bloxham v. F. C. & P. R. Co., 17 So. Rep. 918, text;
Beers v. Arkansas, 15 U. S. S. Rep. L. Ed. 991 and note.

The acts of the Trustees are performed "in exercising powers for the public at large as a governing agency" and while so acting cannot be held liable in an action for tort.

Lane v. Minnesota, St. Aug. Soc. 29 L. R. A. 708.

There are many cases in which the general exemption has been applied to municipal corporations, hospitals and other State institutions, but in none of such cases does the exemption apply more aptly than to the Trustees of the Internal Improvement Fund, who are State officers performing their acts in obedience to a valid Act of the Legislature for the public welfare and in the execution of a public trust imposed by governmental policy.

I am of the opinion therefore that the Trustees of the Internal Improvement fund are not liable to Mr. Bryan in an action of tort. Yours very truly,

(Signed) W. H. ELLIS,
Counsel for Trustees.

The proposition of the Otis Syndicate for the purchase of 10,000 acres of land in the Everglades Drainage District, submitted on February 21, 1913, was considered and accepted and the following contract or agreement of purchase and sale ordered executed.

THIS AGREEMENT, Made and entered into this 20th day of March, 1913, between Park Trammell, Governor of the State of Florida; William V. Knott, Comptroller of Florida; J. C. Luning, Treasurer of Florida; T. F. West, Attorney General of Florida, and W. A. McRae, Commissioner of Agriculture of Florida, as and constituting the Trustees of the Internal Improvement Fund of said State of Florida, hereinafter called the Trustees, and William A. Otis, of Colorado Springs, Colorado, hereinafter called the purchaser;

WITNESSETH: That in consideration of the sum of Thirty Thousand Dollars (\$30,000.00) paid by the Purchaser to the Trustees at or before the execution of this instrument, and of other valuable considerations, and of the mutual obligations of the parties as hereinafter set forth, the said parties have contracted and agreed with each other as follows:

1.

That the Trustees will sell and convey to the Purchaser for the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), being at the rate of Fifteen Dollars (\$15.00) per acre, to be paid and secured in the manner hereinafter set forth, the ten thousand acres of land described in the notice dated December 26, 1912, made and published by order of the Trustees, and in the bid of the

Purchaser duly made and filed pursuant to said notice which bid has been duly accepted by the Trustees, the said lands being situate in Palm Beach County, Florida, and described according to the map or plat issued by the Trustees in November, 1911, of the lands embraced in the Everglades Patent from the United States to the State of Florida, said lands now being or to be surveyed by the Trustees in substantial conformity therewith, to-wit:

Section Eleven (11), the East half of the Southwest quarter ($E\frac{1}{2}$ Sw $\frac{1}{4}$) and East half ($E\frac{1}{2}$) 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; being an aggregate of ten thousand (10,000) acres, more or less.

2.

That the purchaser will take and purchase the above described lands and pay the Trustees therefor said sum of One Hundred and Fifty Thousand (\$150,000.00) Dollars in the manner following:

(a) One-fifth of said purchase price, to-wit, Thirty thousand (\$30,000.00) Dollars, has been paid in cash on or before the execution of this contract, by certified check for Four Thousand Five Hundred (\$4,500.00) Dollars, being three per cent of the price bid, made payable to the order of J. C. Luning, State Treasurer, and by cashier's check of the First National Bank of Colorado Springs for Twenty-five Thousand Five Hundred (\$25,500.00) Dollars payable to the order of the Trustees, the receipt of which is hereby acknowledged;

(b) The remaining four-fifths of said purchase price shall be paid by the purchaser in three (3) equal installments of deferred payment, each in the amount of Forty Thousand (\$40,000.00) Dollars, and payable eight, sixteen and twenty-four months, respectively, after the date of the sale of said lands by acceptance of said bid on to-wit, the 11th day of March, 1913, without interest on said deferred payments unless the purchaser should fail to pay any said deferred payment at maturity, in which case interest at the rate of eight per cent (8%) per annum shall be paid upon each such deferred payment remaining unpaid, from and after maturity thereof.

3.

That the Trustees covenant that the lands which are hereinabove described and are to be conveyed hereunder are now vested in the Trustees, and are sold for the purpose of providing additional funds for the construction and completion as soon as practicable of the canal from Lake Okeechobee to Lake Worth, in the State of Florida, along the route hereinafter more particularly set forth, contract for the construction of which canal, known as Canal A, was awarded by the Trustees and by the Board of Drainage Commissioners to the National Construction Company of Birmingham, Ala., on or about December 19, 1912;

That the Trustees have adopted for said canal the middle route (so-called) recommended by the State Drainage Engineer, to-wit:

To leave Lake Okeechobee just north of Pelican Lake and to 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 Forty-three (43) South to a point near the North end of Lake Clark, and thence South to Lake Clark, and from Lake Clark easterly to Lake Worth,

in substantial conformity with the survey thereof heretofore made;

That the sum of Seventy-five Thousand Dollars has been raised and placed at the disposal of the Trustees by residents and owners of land in Palm Beach County for the purpose of aiding in the construction of said canal along said middle route, and that the Trustees will use and apply said sum solely and only for the purpose of constructing said canal. Of said sum of \$75,000.00, one-third has been deposited in banks to the credit of the Trustees, and the payment of the balance has been secured in a manner satisfactory to the Trustees. This condition is an essential part of this bid and a material consideration to the purchaser for the purchase of said lands.

4.

That all proceeds of the sale of the lands hereinabove described (except the twenty-five per cent of said proceeds which is required by the Constitution of Florida to be paid to the School Fund), taken together with the Seventy-five thousand dollars so raised and placed at the disposal of the Trustees by residents and owners of lands in Palm Beach County as aforesaid, and such other moneys, if any, as may be needed for said purpose, shall be applied only, and as and when needed, to the construction, completion and putting into operation with all reasonable speed, of said canal from Lake Okeechobee to Lake Worth along the middle route above described, in substantial conformity with the survey thereof heretofore made, having a width of not less than forty (40) feet on the bottom from Lake Okeechobee to Lake Clark, and of not less than fifty (50) feet on the bottom from Lake Clark to Lake Worth, with suitable elevation, grade and depth to provide adequate carrying capacity for drainage, irrigation and water transportation purposes, and equipped with a suitable lock or movable dam.

5.

That as soon as practicable after the execution of this contract the Trustees shall proceed to have said lands surveyed and to have monuments set at the corners of the sections so described.

If upon the survey of the above described lands by the Trustees, pursuant to said map or plat of November, 1911, it shall be found that said lands so described contain more than ten thousand (10,000) acres, then so much of said lands as shall be necessary to reduce the aggregate acreage to ten thousand acres shall be eliminated from one of the sections in said description and from the deed or deeds to be made hereunder, the exact location of the lands to be so eliminated to be agreed upon mutually by the Trustees and the purchaser, but on the other hand, if said survey shows that the lands as above described embrace less than ten thousand acres, then the Trustees shall make up said deficiency from other lands owned by them cornering upon the above described lands at such points as may be mutually agreed upon by them and by the purchaser, or, if the Trustees do not own any lands cornering upon the above described lands, they shall make up such deficiency from other lands owned by them situate as near as possible to those above described and of the same value, and such additional lands when so agreed upon and determined shall be embraced in the deed or deeds of conveyance to be made hereunder, so that the area conveyed shall be exactly ten thousand acres.

6.

That the title to said lands now vested in said Trustees and to be conveyed to the purchaser shall be a good, absolute and indefeasible title in fee simple and shall be so conveyed free and clear of all liens and encumbrances except;

(a) The reservations provided by Chapter 6159, Laws of Florida; and

(b) The usual, customary reservation clause as contained in the regular printed form of deed made and used by the Trustees, reserving a space of one hundred and thirty (130) feet from the center line of any canal or canals which the Trustees 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, and that the Trustees will so convey said lands, subject only to said reservations, to the purchaser, or his assigns, or to such person, persons or corporation as he or they may in writing direct upon completion of payment of the entire purchase price therefor, to-wit, the sum of One Hundred and Fifty Thousand (\$150,000) dollars; or, in order to facilitate settlement and improvement of said lands, that the Trustees as and when requested so to do in writing by the purchaser, or his assigns, will from time to time so convey any portion or portions of said lands in blocks of not less than forty (40) acres as designated in such request, whenever the payments then or theretofore made on account of the entire purchase price of said lands, at the rate aforesaid of Fifteen (\$15) dollars per acre, shall equal or exceed Twenty (\$20) dollars per acre for each acre so then or theretofore conveyed hereunder out of said ten thousand acres, which said Twenty (\$20) dollars per acre shall become the purchase price of the lands so conveyed in the event that the purchaser does not complete payment in full of said entire purchase price; *Provided, however,* That no lands shall be so deeded for the first payment made hereunder of one-fifth of said entire purchase price, which first payment shall be held by the Trustees as and for agreed ascertained and liquidated damages, and shall be kept and retained by said Trustees in the event that the purchaser, or his assigns, shall fail to carry out or perform the terms and conditions on his part of this contract.

7.

That the purchaser may assign this contract to any person, persons or corporation, and, in the event of any such assignment, his assigns shall succeed to all his rights and interests under this contract, and the deed or deeds of conveyance to be made hereunder shall be executed to such assigns or as they may in writing direct.

8.

This agreement shall be binding upon and enforceable by the respective successors, heirs, executors, administrators and assigns for the parties hereto, time being of its essence in all particulars.

IN WITNESS WHEREOF, The said Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of *The Department of Agriculture of the State of Florida* to be hereunto affixed, at the Capitol in the City of Tallahassee, and the party of the second part has hereunto set his hand and seal, all as of the day and year first above written.

Executed in original duplicates.

(Signed)	<i>Park Trammell,</i>	(SEAL)
	Governor.	
(SEAL)	<i>W. V. Knott,</i>	(SEAL)
	Comptroller.	
	<i>J. C. Luning,</i>	(SEAL)
	Treasurer.	
	<i>T. F. West,</i>	(SEAL)
	Attorney General.	
	<i>W. A. McRae,</i>	(SEAL)
	Commissioner of Agriculture.	
	<i>William A. Otis,</i>	(SEAL)
	Purchaser.	

Attest:

(Signed) *J. Stuart Lewis*,
Secretary of the Trustees of the
Internal Improvement Fund.

Signed, sealed and delivered in the
presence of:

(As to William A. Otis)

(Signed) *Perry Hagerman*,
J. L. Bennett.

STATE OF COLORADO,)

) ss.

COUNTY OF EL PASO.)

I, Kate Kennish, a Notary Public in and for said
County, do hereby certify that William A. Otis, to me
known and known to me to be one of the persons described
in and who executed the foregoing instrument, personally
appeared before me this day and acknowledged that he
executed the same.

Witness my hand and official seal this 20th day of
March, A. D. 1913.

My Commission expires January 9, 1916.

(Signed) *Kate Kennish*,

(SEAL)

Notary Public.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 15, 1913.

The Trustees of the Internal Improvement Fund met
in the office of the Executive on this date:

Present:

Park Trammell, Governor,

W. A. McRae, Commissioner of Agriculture.

Estimate No. 8 of the Miami Engineering and Construction Company, for work of excavation done during February, 1913, showing 69,531 cubic yards of earth and 62,523 cubic yards of rock, excavated, which at the contract price of 10 and 25 cents per cubic yard, respectively, amounts to \$20,325.46, was presented and checks ordered drawn in payment of same upon the funds of the Trustees, pending the approval of the Trustees at their first next regular meeting.

Estimate No. 32 of the Furst-Clark Construction Company, for work of excavation done during February, 1913, showing 135,082 cubic yards of earth and 61,167 cubic yards of rock excavation, which at the contract price of 8 and 20 cents per cubic yard, respectively, amounts to \$23,039.96, was presented and checks ordered drawn in payment of same, pending the approval of the Trustees at their next regular meeting.

Estimate No. 10 of Geo. H. Crafts & Company, for work done on Lock No. 1, Miami Canal, during the month of February, 1913, amounting to \$1,031.12, was presented and checks ordered drawn in payment of same, pending the approval of the Trustees at their first next regular meeting.

The following resolution was unanimously adopted:

RESOLVED, That the Trustees of the Internal Improvement Fund of Florida borrow from the Barnett National Bank of Jacksonville, Florida, \$15,000.00, from the Atlantic National Bank of Jacksonville, Florida, \$15,000.00, and the First National Bank of Tallahassee, Florida, \$10,000.00, and to be evidenced by sixty day prommissory notes of the said Trustees, as Trustees of the Internal Improvement Fund of Florida, and not per-

sonally, to each of said banks, the said notes to bear seven per cent interest per annum.

Whereupon, in accordance with the above resolution, three notes were made and executed by the Trustees.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 20, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,

W. A. McRae, Commissioner of Agriculture.

Bids were submitted for the work of dredging in the Florida Coast Line Canal, in accordance with the following advertisement, which was ordered published at a meeting of the Trustees of February 17, 1913:

"Dredging from Halifax River, Florida, to Biscayne Bay.

Sealed bids for dredging from head of Halifax River, Florida, to Biscayne Bay, Florida, will be received by the Trustees of the Internal Improvement Fund of the State of Florida, J. Stuart Lewis, Secretary, at Tallahassee, Florida, until 10 o'clock A. M. on the 20th of March, 1913, at which time and place the bids will be publicly opened and read.

Information may be had on application to the office of the Chief Drainage Engineer, Tallahassee, Florida, F. C. Elliott, Acting Chief Drainage Engineer."

The following bids were submitted:

	Earth	Rock	Without Clas- sification.
Johnson & Company, Miami, Fla.	14.5	.50	No bid.
John H. Letteney, Boston, Mass.	17.6	1.65	No bid.
Bowers Southern Dredging Company, Galveston, Texas	15.9	.50	No bid.

On account of no quorum the Secretary was instructed to file said bids for further consideration of the Trustees.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 25, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

The minutes of the minority meetings of March 15th and 20th were read and approved.

Bids for dredging in the Halifax River, which were opened on March 20th, were further considered, and the following report of the Acting Chief Drainage Engineer was read:

Tallahassee, Florida, March 24, 1913.

Trustees Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:—

The cost of dredging in Florida Coast Line Canal at the prices proposed by Johnson & Company, the lowest bidder on same, is as follows:

	Earth	Rock	Total
Cu. yds. of excavation...	412,284	3,600	448,284
Cost at contract price..	\$59,781.18	\$1,800.00	\$62,581.18
Fund provided for above			\$75,000.00
Cost of proposed excavation	\$62,581.18		
Estimated cost of superintendance and engineering work	5,000.00		
Estimated total cost....			\$67,581.18
Balance for additional work	7,418.82		
Cu. yds. of earth which can be removed with above			51,160
Total estimated cubic yards which can be removed with \$75,000.00 at the contract price...			499,444

Respectfully submitted,

(Signed) F. C. Elliott,

Acting Chief Drainage Engineer.

The Secretary was instructed to write the Canal Company that the bid of Johnson & Company was the lowest bid and that unless they could do the work at a lower figure, the Trustees would make a contract with Johnson & Company, of Miami, Florida, for such work. The Secretary was also instructed to return their certified checks

to John H. Letteney and Bowers Southern Dredging Company, who had also bid on the dredging.

The Secretary presented bids for the purchase of Sec. 27, T. 44 S., R. 36 E., containing 640 acres, more or less, as advertised in Palm Beach County, a paper published in the county of Palm Beach, wherein the land is located, and in the True Democrat, a newspaper published at the State Capital, as required by law. The bid of Thomas E. Will, of Washington, D. C., of \$20.00 per acre, being the highest and most satisfactory to the Trustees, the above land was ordered sold to Thomas E. Will.

A letter from J. G. White & Company was presented, and it appearing that their proposition as embraced in said letter was not in conformity with the ideas of the Trustees as to what said Company had agreed to do in making a report upon the Everglades, upon motion Mr. Luning was requested to write the said Company in regard to this discrepancy.

The following bills were presented, approved and ordered paid:

The Semi-Weekly True Democrat, to ad. sale of Sec. 27, T. 44 S., R. 36 E., bill of February 24, 1913.....	\$ 10.50
Palms Printing Co., to ad. sale of Sec. 27, T. 44 S., R. 36 E., bill of March 19, 1913.....	10.10
Henry T. Felkel, Clerk Circuit Court Leon County, to certified copy of bill for Specific Performance, case Apalachicola Northern R. Co. v. Trustees I. I. Fund, bill of March 8, 1913.....	3.10
N. Barco, salary and expenses making re-examination of Sec. 36, T. 30, R. 15, Feb 25 to March 3, 1913.....	56.87
	<hr/>
	\$ 80.57

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

The Metropolis, ad. bids for dredging Halifax River, bill of March 5, 1913.....	\$	3.50
The Tampa Tribune Publishing Company, ad. bids for dredging Halifax River, bill of March 1, 1913.....		4.00
The Florida Times-Union, ad. bids for dredging Halifax River, bill of March 2, 1913.....		4.00
Florida East Coast Railway Company, to actual cost of letting dredge of the Miami Engineering and Construction Company through the F. E. C. Ry. Co's. trestle No. 334-A (Cypress Creek), Sunday, Dec. 22, 1913, bill of Jan. 22, 1913.....		420.60
The H. & W. B. Drew Company, supplies for Glenn V. Scott, Asst. Engr., bill of Feb. 24, 1913,	\$	3.70
Rubber stamp for Secretary, bill of March 6, 1913.....		.27
2181 Cross Section blanks for office of Chief Drainage Engineer, bill of Mar. 8, '13		185.00
Supplies for office of Chief Drainage Engr., bill of March 13, 1913.....	8.15	197.12
Baker & Holmes Company, 400 sacks cement, bill of March 1, 1913.....		220.00
Florida Rock Company, delivering 400 sacks cement to Miami Canal Lock, bill of Mar. 1, '13		27.00
Railey-Milam Hdw. Co., supplies furnished M. L. Heiss, Lock Inspector, bill of Mar. 1, '13.		18.45
Miami Engineering and Construction Company, for removing and rebuilding bridge at Ojus road where canal crosses same, bill of March 10, 1913.....		106.90
R. C. Hicks, subsistence furnished Party No. 1 during February, 1913.....	\$	95.00

Meals and lodging for self and assistant during Feb., 1913	8.50	
Subsistence furnished Party No. 2 during February, 1913, as per bills of February, 1913, as per bills of February 28, 1913	96.50	200.00
R. C. Hicks, expenses as Asst. Engr., during February, 1913, as per bill of Feb. 28, 1913..		33.41
R. C. Hicks, salary as Asst. Engr., Feb., 1913..		125.00
S. M. Hicks Launch and Level man, Feb., 1913		75.00
F. P. Wood, Cook, Feb., 1913.....		40.00
J. E. Davis, Rodman, 27 days at \$2.00 per day, February 1913.....		54.00
W. W. Myers, Lineman, at \$2.00 per day, 19 days, February, 1913.....		38.00
M. L. Heiss, to board and lodging for February, 1913	\$30.00	
Stationery, postage, etc., for January and February, 1913	2.00	32.00
W. T. Russ, salary as Launch and Level man, February, 1913.....		75.00
Ben Waldron, Boat and Chain man, 27 days at \$2.50 per day, Feb., 1913.....		67.50
L. W. Howard, Chainman, at \$2.00 per day, 15 days, February, 1913.....		30.00
J. A. Boyd, Chainman 19 days at \$2.00 per day, February, 1913.....		38.00
Tom Pool, Lineman, 25 days at \$2.00 per day, Feb., 1913.....		50.00
King Sons Company, 2 canoes and freight and drayage on same, bought by Engr. Ensey in May, 1912, bill of Feb. 4, 1913.....	\$54.01	
Ways, repairs and painting launch "Revere," bill of Feb. 10, 1913.....	33.50	87.51
		<hr/>
		\$ 1,946.99

On motion, unanimously adopted, it was

Resolved, That on and after this date no employee of the Trustees or Board of Drainage Commissioners shall contract for or purchase any material or supplies amounting to \$50.00 or more before first securing the permission of said Trustees or Board of Drainage Commissioners.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 29, 1913.

The Trustees of the Internal Improvement Fund met in the office of the executive on this date:

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

A letter from Major Slattery, U. S. Engineer, was read, in which he stated that the shoaling of the Miami River was caused by silt washing in from the Miami Canal, and requested the Trustees to have same cleaned out. The Acting Chief Drainage Engineer was instructed to take up the matter of having the work done.

The matter of parties taking rock from the spoil banks of the canals without permission was reported by Mr. R. C. Hicks, Assistant Engineer, and the Secretary was instructed to refer same to Mr. W. H. Ellis, Counsel for the

Trustees, for his opinion as to what legal action the Trustees should take thereon.

Letters were read from Capt. Hall, of Fort Lauderdale, and Mr. McAdam, of Miami, stating that parties passing up and down the canals were indiscriminately shooting and killing the birds and alligators, and further stating that if the practice was continued they would soon be all destroyed. The Secretary was instructed to write Mr. Hicks, Assistant Engineer, to take the matter up with the owners of boats passing up and down the canals, and instruct them that the shooting and killing of birds and alligators by their passengers and crews had to be discontinued.

The Seminole Land Company requested the Trustees to cut 2 1-2 miles of canal to connect with a canal which was to be constructed by the said Company. The request was not granted and the same was ordered filed for further consideration.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 3, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following bills were approved and ordered paid:

W. H. Ellis, salary as counsel, March, 1913.	\$ 208.34
C. B. Gwynn, Salary as Chief Clerk, Land Dept., March, 1913	150.00
Mary Herring, Salary as Stenographer, March, 1913	100.00
J. Stuart Lewis, Salary as Secretary, March, 1913	150.00
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	\$ 608.34

The following resolution was adopted:

WHEREAS, Application having been made to the Trustees of the Internal Improvement Fund on behalf of the Everglades Land Sales Company, the Everglades Land Company, and the Everglades Sugar and Land Company, in relation to certain contemplated improvements of the Everglades lands owned by the corporations so represented, and requesting the consideration of the Trustees on matters relating to the location of certain locks, as more particularly referred to in the minutes of the Trustees under date of November 18th, 1912, which at a subsequent meeting was supplemented by additional information and request relating to the location of the locks on or near the bank of the South New River Canal instead of on the land line of the Everglades Sugar and Land Company, which request appeared reasonable, and while under consideration was reported to the Acting Chief Drainage Engineer for investigation and report as to the feasibility and practicability and location of said proposed locks.

AND WHEREAS, The Acting Chief Drainage Engineer, under date of December 19, 1912, submitted his findings and report on said location accompanied by a sketch concerning the lock in the Royal Glade Canal, which provides for the location of the lock in the Royal Glade Canal at a point as shown by said sketch or blue print by F. C. Elliott, Acting Chief Drainage Engineer, accompanying said letter of December 19, 1912, to the Trustees of the Internal Improvement Fund concerning

the lock in the Royal Glade Canal, three hundred (300) feet south of the center line of the South New River Canal as indicated thereon, which is understood and considered to mean that additional locks, if any, were required by the Companies' engineers, in carrying out the Companies' plans for development and improvement, shall be likewise installed along the bank of the South New River Canal located at a distance of three hundred (300) feet from the center line of said canal, and in accordance with plans and specifications to be approved by the Trustees of the Internal Improvement Fund, which report and findings of the Acting Chief Drainage Engineer is accepted, now therefore,

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund, that the report and accompanying sketch submitted by the Acting Chief Drainage Engineer under date of December 19, 1912, showing the location of said lock in the Royal Glade Canal, be and the same is hereby approved and adopted, and that said report and plan be spread upon the minutes of the Trustees; that the application for leave to install the lock in the Royal Glade Canal, and such other locks as the said Companies find essential to their proposed improvement under the advice of competent engineers, be and the same is hereby granted, said proposed locks to be constructed by and at the expense and risk of the above Companies, and in form and manner acceptable to the Trustees of the Internal Improvement Fund; that in case bars are caused to be formed in the main canal at the junction with the lateral, caused by the existence of the lateral canal, or adjacent lock, the Companies owning or controlling the lateral canal, or adjacent lock, shall remove said bars at their own expense or pay for the removal of the same, when in the opinion of the Trustees, such bars become an obstruction to the main canal, it being understood that the Trustees shall in no wise be responsible for any damage which

may occur to anyone on account of the construction, maintenance or operation of said lock or locks.

The following telegram from A. H. Sawyer, Secretary, Florida Coast Line Canal and Transportation Company, was read and ordered spread upon the minutes:

"Boston, Mass., April 2, 1913.

J. Stuart Lewis, Secretary,

Tallahassee, Fla., April 3, 1913.

Letter March 27 received. Canal Company thinks Trustees should immediately contract with Johnson, and hereby authorizes them so to contract, paying bills from Special Fund.

(Signed) A. H. Sawyer, Secretary."

The Secretary was instructed to notify Johnson & Company, of Miami, Fla., that their bid as submitted on March 20, 1913, was accepted and that contract would be made and forwarded to them for execution in a few days.

The following communication was presented:

Trustees Internal Improvement Fund:—

Application is hereby made on behalf of the Everglades Land Sales Company to install two sluices through South New River Canal banks in the Davie Farm, one on the North side, and one on the South side, about one-quarter of a mile West of the East boundary of Section 27, Township 50, Range 41, the sluices to be constructed of sheet-piling, excavated to full depth of canal.

(Signed) V. W. Helm, President.

The application was granted as to installation, the location and construction to be in accordance with plans and specifications to be approved by Acting Chief Drainage

Engineer and the Trustees of the Internal Improvement Fund.

Financial Statement and Disbursements for March, 1913, were read and ordered spread on the minutes.

FINANCIAL STATEMENT, MARCH, 1913.

To bal, on hand March 1, 1913.....	\$47,585.45	
To Loans.....	30,000.00	
To Pompano Board of Trade.....	5,000.00	
To Model Land Company, Drainage Contribution	1,700.00	
To Southern States Land & Timber Co., Drainage Contribution.....	1,680.00	
To sale of Minutes and Maps.....	9.00	
To Land Sales, March, 1913.....	684.98	\$86,659.43
		<hr/>
By Disbursements, March, 1913...		46,112.51
		<hr/>
To balance on hand April 1, 1913..		\$40,546.92

RECONCILEMENT.

To cash and cash items in hands of Secretary	\$ 1,000.00	
To cash in banks.....	39,546.92	\$40,546.92
		<hr/>

Distributed in following banks:

Barnett National Bank, Jacksonville, Fla.....	\$ 2,064.62
First National Bank, Tallahassee, Fla.....	7,482.30
Bank of Palm Beach, W. Palm Beach, Fla.....	17,500.00
Pioneer Bank, W. Palm Beach, Fla.....	12,500.00
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	\$39,546.92

Disbursements, March, 1913.

Date.	No. of Voucher.		Amount.
March	3	2909—W. H. Ellis, salary as counsel, February, 1913.....\$	208.33
March	3	2910—C. B. Gwynn, salary as Ch'f. Clerk, Land Dept., Feb., 1913	150.00
March	3	2911—Mary Herring, salary as stenographer, Feb., 1913..	100.00
March	3	2912—J. Stuart Lewis, salary as Secretary, Feb., 1913.....	150.00
March	4	2913—Alex McDougall, P. M., stamps for office of Secretary, Feb., 1913.....	8.00
March	4	2914—Capital City Bank for T. J. Appleyard, 2,000 legal sheets, bill of March 1, 1913	4.00
March	4	2915—Palms Printing Company, Ad. notice of sale of lands in the Drainage District, bill of Feb. 24, 1913.....	19.35
March	4	2916—Western Union Tel. Co., services for Feb., 1913.....	5.72
March	4	2917—Thos. E. Frederick, salary as Asst. Engr., Feb., 1913..	125.00
March	4	2918—D. A. Smith, salary as Inspector, Feb., 1913.....	60.00
March	4	2919—A. W. Frederick, salary as Inspector, Feb., 1913.....	60.00
March	4	2920—Thos. Hamilton, helper, at \$2.00 per day, 5 days, Feb., 1913	10.00
March	4	2921—F. C. Elliot, salary as Acting Chief Drainage Engineer, Feb., 1913.....	250.00

Date.	No. of Voucher.	Amount.
March 4	2922—G. D. Curtiss, salary as Office Engineer, Feb., 1913.	125.00
March 4	2923—V. J. Randolph, salary as Engineer, Feb., 1913..	100.00
March 4	2924—J. E. Downing, salary as Clerk, Feb., 1913.....	65.00
March 4	2925—H. M. Forman, salary as Lock Tender, Feb., 1913...	45.00
March 4	2926—M. L. Heiss, salary as Lock Tender, Feb., 1913.....	90.00
March 4	2927—J. H. Jacobie, salary as Dredge Inspector, Feb., 1913	60.00
March 15	2928—Miami Engineering and Construction Company, account Estimate No. 8, for work of excavation done during Feb., 1913.....	20,000.00
March 15	2929—Furst-Clark Construction Company, account Estimate No. 32, for work of excavation done during Feb., 1913	15,000.00
March 15	2930—Furst-Clark Construction Company, account Estimate No. 32, for work of excavation done during Feb., 1913	8,039.96
March 15	2931—Miami Engineering and Construction Company, account Estimate No. 8, for work of excavation done during Feb., 1913.....	325.46

Date.	No. of Voucher.		Amount.
March 15	2932—	Geo. H. Crafts & Co., for Estimate No. 10, for work done on Lock No. 1, Miami Canal, during Feb., 1913..	1,031.12
March 28	2933—	The True Democrat, to Ad. sale of Sec. 27, T. 44 S., R. 36 E, bill of Feb. 24, 1913	10.50
March 28	2934—	Palms Printing Company, to Ad. sale of lands in Sec. 27, T. 44 S., R. 36 E., bill of March 19, 1913.....	56.87
March 28	2935—	N. Barco, salary and expenses making re-examination of Sec. 36, T. 30, R. 15, Feb. 25, to March 3, 1913.	56.87
March 28	2936—	Henry T. Felkel, Clerk Circuit Court, Leon County, certified copy of Bill for Specific Performance, case Apalachicola Northern R. Co. v. Trustees, bill of Mar. 8, 1913	3.10
			<hr/> \$ 46,112.51

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 5, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were read, approved and ordered paid:

Capital City Bank for T. J. Appleyard, Binding 75 Vols. Minutes of 1911—12 in Law Sheep...\$	75.00
W. H. Ellis, Expense account as Counsel, Oct. and Dec. 1912, and Jan. to Mar. 21, 1913.....	52.61
J. F. Hill, Ink well for office of Secretary, bill of April 1, 1913	1.50
Western Union Telegraph Company, Services for March, 1913	4.64
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	\$ 133.75

The Secretary was instructed to write R. J. Bolles, and advise him that a settlement of the amount due by him to the Trustees was absolutely necessary, and that immediate action should be taken by him to liquidate same.

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

F. C. Elliott, Salary as Acting Chief Drainage Engineer, March, 1913	\$ 250.00
G. D. Curtis, Salary as Assistant Engineer, March, 1913	125.00
V. J. Randolph, Salary as Special Agent, March, 1913	100.00
J. E. Downing, Salary as Clerk, March, 1913....	65.00

R. C. Hicks, Salary as Assistant Engineer, March, 1913	125.00
W. T. Russ, Salary as Foreman, March, 1913....	75.00
S. M. Hicks, Salary as Launch and Level man, March, 1913	75.00
J. E. Davis, Salary as Rod and Chainman, March, 1913	52.00
Tom Pool, Salary as Chainman, March, 1913....	52.00
F. P. Wood, Services as Cook, 11 days at 40 cents per meal	\$14.67
Services as Line and Chainman, 20 days, at \$2.00 per day	40.00
	54.67
Thos. E. Frederick, Salary as Asst. Engr., March, 1913	125.00
D. A. Smith, Salary as Inspector, March, 1913..	60.00
A. W. Frederick, Salary as Inspector, March, 1913	125.00
Glenn V. Scott, Salary as Assistant Engineer, March, 1913	81.28
Lonnie Howard, Salary as Rodman, March, 1913..	65.00
J. A. Boyd, Salary as Axeman, and Chainman, March, 1913	52.00
W. W. Myers, Salary as Axe and Chainman, March, 1913	52.00
H. A. Carlisle, Salary as Teamster and Use of Team, March, 1913	175.00
H. M. Forman, Salary as Lock Tender, March, 1913	45.00
J. H. Jacobie, Salary as Dredge Inspector March, 1913	60.00
M. L. Heiss, Salary as Lock Inspector, March, 1913	90.00
M. L. Heiss, Board and lodging, March, 1913..	30.00
Glenn V. Scott, Subsistence furnished party, March, 1913, 597 meals at 25c. \$149.25	
Salary advanced C. R. Winn	42.00
	191.25

R. C. Hicks, Subsistence furnished party, March, 1913, 564 meals at 25c.	\$141.00	
Expense account for March, 1913...	43.20	184.20
Thos. E. Frederick, Board of self and Inspector, hire of motorcycle and other expenses, March, 1913		69 30
Mrs. G. A. Kunze, Board of Inspector, Cypress Creek Canal, March, 1913.....		25.10
Stuart Mercantile Company, Supplies furnished Engr. Scott, bill of April 1, 1913		20.53
Lake Worth Mercantile Company, Supplies furnished Engr. Scott, during October, 1912, bill of April 1, 1913...\$	21.15	
Supplies furnished Engr. Hicks, bill of Feb. 28, 1913	12.04	33.19
Florida Rock Company, Hauling 500 sax Cement, bill of Mar. 10, 1913...\$	35.00	
Hauling 500 sax Cement, bill of March 27, 1913	35.00	70.00
Baker & Holmes Company, 500 sax Cement, bill of Mar. 8, 1913.....\$	275.00	
500 sax Cement, bill of Mar. 27, 1913.	268.75	543.75
Dade Lumber Company, Lumber furnished Engr. Hicks, bills of Dec. 7, 1912, Jan. 10, Feb. 20 and 24, 1913, for \$5.20, \$2.50, \$1.50 and \$3.00, respectively		12.20
H. & W. B. Drew Co., supplies furnished office Acting Chief Drainage Engineer, bills of March 17-24-26 and 27 for \$1.20, \$3.00, 67c and 87c respectively.....		5.76
Smith's Book Store, Supplies furnished Engr. Frederick, bill of April 1, 1913		5.10
Western Union Telegraph Company, bill for March, 1913		7.32
Southern Express Company, bill for March, 1913,		3.59
Alex McDougall, Stamps furnished office Acting Chief Drainage Engineer, March, 1913		2.15

Capital City Bank for T. J. Appleyard, Printing pamphlets for Acting Chief Drainage Engineer, bill of April 1, 1913	7.00
The Georgia Lumber Company, Lumber furnished M. L. Heiss account lock construction, bill of Mar. 13, 1913	16.50
Furst-Clark Construction Company, Meals furnished State men on dredges, January, 1913..	20.00
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	\$3,210.79

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 10, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.

Bid of Thomas E. Will for Section 27, in Township 44 South, Range 36 East, having been accepted at a previous meeting, the following contract was made by the Trustees with Mr. Will, and the Secretary instructed to forward the same to him for execution:

THIS AGREEMENT, made and entered into this 4th day of April, A. D., 1913, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning,

Treasurer; T. F. West, Attorney General, and W. A. McRae, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, hereinafter called the Trustees, and Thomas E. Will, hereinafter called the Purchaser,

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, to be paid as hereinafter stated, the said Trustees do hereby agree to sell and convey unto the said Purchaser the following described property, situated, lying and being in the County of Palm Beach, State of Florida, to-wit:

All of Section Twenty-seven (27) in Township Forty-four (44) South, of Range Thirty-six (36) East, containing 640 acres, more or less.

The consideration for said land and the terms and conditions of said sale being as follows:

The consideration therefor shall be Twenty Dollars (\$20.00) per acre for the said tract.

The payments to be made in the following manner: For one eighty-acre tract thereof on or before June 18, 1913; for one eighty-acre tract thereof on or before September 18, 1913; for one eighty-acre tract thereof on or before December 18, 1913; for one eighty-acre tract thereof on or before March 18, 1914; for one eighty-acre tract thereof on or before June 18, 1914; for one eighty-acre tract thereof on or before September 18, 1914; for one eighty-acre tract thereof on or before December 18, 1914; and for one eighty-acre tract thereof on or before March 18, 1915, it being agreed that thirty days' grace shall be given to said Purchaser at his option on either or all of said payments or any part thereof, that may remain due and unpaid upon the date due thereof, said payments to bear interest at the rate of six (6) per cent per annum during said option periods.

It is also agreed that tracts of eighty acres will be deeded to the Purchaser upon demand, upon the payment

of a sum amounting to Twenty-five Dollars per acre, the excess of Five Dollars so paid to be credited upon the final payment. In case the Purchaser should fail to make all the payments as required under this contract the price of the land so deeded to be the sum of Twenty-five dollars per acre.

It is further agreed that upon the failure of said Purchaser to make either of said payments when due, all further rights hereunder shall be forfeited and this contract shall be void.

In witness whereof the said parties have hereunto affixed their signatures, executing said contract in duplicate, a copy to each party, this day and date first above written.

(Signed) Park Trammell, (Seal)

Governor.

W. V. Knott, (Seal)

Comptroller.

J. C. Luning, (Seal)

Treasurer.

T. F. West, (Seal)

Attorney General.

W. A. McRae, (Seal)

Commissioner of Agriculture.

Thomas E. Will, (Seal)

Purchaser.

Attest:

(Signed) J. Stuart Lewis,

Sec'y., Trustees of the Internal

Improvement Fund of Florida.

Witnesses as to Thomas E. Will:

(Signed) Marie R. Will,

Richard E. Litlow.

A communication from Geo. H. Crafts & Company, relative to Trustees relinquishing their requirements for bond on account of the retained per cent of the contract work, was read, and the Secretary directed to notify the

said Company that the Trustees would require their bond to be renewed by the Surety Company.

Application of W. H. Marshall, to purchase certain land under certain conditions, was read, and after discussing the matter, it was decided to offer Mr. Marshall the S $\frac{1}{2}$ of Sec. 23, T. 44 S., R. 36 E., at \$25.00 per acre, or the N. $\frac{1}{2}$ of same Section, Township and Range, at \$30.00 per acre, payable one-third cash and one-third in six and twelve months, provided certain improvements, as stated in his proposition of March 18, 1913, were carried out.

Two bids for removing the silt from the Miami River were submitted, and the Acting Chief Drainage Engineer was instructed to draw up a contract with the Miami Engineering and Construction Company for said work and submit the same to the Trustees for approval, the bid of that Company being the lowest submitted.

The following bills were read, approved and ordered paid:

Frank S. White & Sons, for having mortgage from National Construction Company to Trustees recorded in the Probate Court of Jefferson County, Ala., bill of April 4, '13...	\$	2.50
J. C. Hithcox, 3 days' services investigating lands on Lake Dexter, bill of April 7, '13...		11.75
Miami Printing Company, ad. notice of bids for dredging Halifax River, bill of April 1, 1913		5.00
	\$	19.25

The Drainage Tax for the year 1912 being now due, warrants for same were ordered drawn payable to the following parties:

R. B. McLendon, Tax Collector, Dade County, Drainage Taxes 1912.....	\$	33,678.95
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Cyril Baldwin, Tax Collector, DeSoto County, Drainage Taxes for year 1912.....	1,463.60
H. A. Blake, Tax Collector, Lee County, Drain- age Taxes for year 1912.....	1,772.00
T. A. Sweeting, Tax Collector, Monroe County, Drainage Taxes for year 1912.....	13,067.50
F. M. Tyler, Tax Collector, St. Lucie County, Drainage Taxes for year 1912.....	32.05
T. J. Campbell, Tax Collector, Palm Beach County, Drainage Taxes for year 1912.....	18,929.67
	<hr/>
	\$ 68,943.77

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 14, 1913.

The Trustees of the Internal Improvement Fund met
in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following communication from the Acting Chief
Drainage Engineer was read:

"Trustees, Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

The survey of a portion of the land embraced in U. S. Patent No. 137, known as the Everglades, has been completed in accordance with instructions issued December 29, 1910, and amended instructions, issued December 23, 1912.

This office is in receipt of numerous applications for field notes and plats of the completed surveys, but as the Trustees of the Internal Improvement Fund have never adopted, as official, said surveys, field notes and plats of the same are not yet subject to distribution.

I, therefore, recommend that the surveys which have been executed in accordance with the Instructions and the Amended Instructions, be adopted as official, and that field notes and plats of the same be prepared and deposited with the Commissioner of Agriculture for reference and distribution, in the manner prescribed for the reference and distribution of the field notes and plats of the U. S. Government Surveys, of which the Commissioner of Agriculture is the custodian. I recommend that a resolution be adopted by the Trustees of the Internal Improvement Fund, in regard to the surveys which have been completed.

(Signed) F. C. ELLIOT,
Acting Chief Drainage Engineer."

Whereupon the following resolution was introduced and unanimously adopted:

WHEREAS, The Trustees of the Internal Improvement Fund having ordered a survey of so much as is practical of the unsurveyed portions of the Everglades, and issued "Instructions for Surveying the Land in U. S. Patent No. 137 known as the Everglades," under date of December 29, 1910, and later issued "Amended Instructions for Surveying the Land in U. S. Patent No. 137,

known as the Everglades," under date of December 23, 1912; and,

WHEREAS, The survey of a portion of the land in the Everglades has been completed in accordance with said Instructions; and,

WHEREAS, Numerous applications are being received from parties owning lands in the everglades, for copies of the field notes of the official survey of said lands, and that copies of the field notes of the official surveys are necessary for the location and identification of said lands; therefore be it

RESOLVED By the Trustees of the Internal Improvement Fund of the State of Florida, That the Acting Chief Drainage Engineer be and is hereby instructed to examine the returns of the surveys, which have been completed to date, of January 1, 1913, in accordance with the "Instructions," and "Amended Instructions," and to prepare the field notes and plats of the same for the approval of the Trustees. That upon approval of the Trustees such field notes and plats, and the surveys which they represent, shall become official. That copies of said field notes and plats be deposited with the Commissioner of Agriculture of the State of Florida, for public reference and distribution in the manner prescribed for the reference and distribution of the field notes and plats of the U. S. Government Surveys.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 15, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following resolutions were unanimously adopted:

RESOLVED, That the Trustees of the Internal Improvement Fund of Florida borrow from the Southern States Land and Timber Company, Model Land Company, and Consolidated Land Company, the sum of Fifty Thousand (\$50,000.00) Dollars, to be advanced by said companies in equal proportion, and to be evidenced by a negotiable promissory note of said Trustees to each of said Companies in amounts as follows:

To Southern States Land and Timber Company	\$ 16,666.67
To Model Land Company	16,666.67
To Consolidated Land Company.....	16,666.66
Total	\$50,000.00

FURTHER RESOLVED, That all of said notes shall mature on demand and shall bear interest at the rate of seven per cent per annum from date of each note, and that each of such notes be payable at such place in the State of Florida as may be designated by each of said Companies.

Further Resolved, That the proceeds of such loans be used for and applied to the continuance and prosecution to final completion of the canals, drains, dykes, dams, locks and reservoirs now in process of construction, and to the incidental expenses incident to the building and construction of such other canals, drains, dykes, dams, locks and reservoirs as in the judgment of said Trustees may be necessary to drain and reclaim the swamp and overflowed lands acquired by the State of Florida under the Act of Congress approved September 28, 1850, now in said Fund, and to make such arrangement for the

drainage of said swamp and overflowed lands as in the judgment of said Trustees may be most advantageous to said Internal Improvement Fund and to the settlement and cultivation of the lands thereof, and also to pay and discharge other necessary or incidental expenses of said Fund, and of the management thereof.

FURTHER RESOLVED, That the note or notes to be given under this resolution be substantially in the following form:

§..... Tallahassee, Florida, April 15, 1913.

On demand after date the Trustees of the Internal Improvement Fund of Florida promise to pay to the order of the sum of Dollars together with interest thereon at the rate of seven per cent per annum from date hereof. Principal and interest payable at Florida National Bank, Jacksonville, Florida.

(Signed) Park Trammell,

Governor.

W. V. Knott,

Comptroller.

J. C. Luning,

Treasurer.

T. F. West,

Attorney General.

W. A. McRae,

Commissioner of
Agriculture.

As and constituting
the Trustees of the In-
t e r n a l I m p r o v e m e n t
Fund of Florida, and
not personally.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 16, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

It was decided by the Trustees to renew the 60-day notes issued on Feb. 18, 1913, to the Atlantic National Bank and Barnett National Bank, of Jacksonville, Fla., in the sum of \$15,000.00 each, and to the First National Bank of Tallahassee, Fla., in the sum of \$10,000.00 for another 60 days, and upon motion renewal notes were made and the Secretary instructed to draw checks for 60 days' interest in favor of the above banks, as follows:

Barnett National Bank, for 60 days interest on \$15,000.00 note issued Feb. 18, 1913....	\$ 175.00
Atlantic National Bank, for 60 days interest on \$15,000.00 note issued Feb. 18, 1913....	175.00
First National Bank, of Tallahassee, for 60 days interest on \$10,000.00 note issued Feb. 18, 1913	116.67
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	\$ 466.67

The following bills were presented, approved and ordered paid:

H. R. Kaufman, to cleaning typewriter, bill of April 7, 1913.....	\$ 5.00
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The H. & W. B. Drew Company, to 1 record book of Minutes, No. 9, bill of April 8, '13..	16.00
Underwood Typewriter Co., 1 box carbon, bill of March 24, 1913.....	3.00
Miami Engineering and Construction Co., for Estimate No. 9, for work of excavation in Cypress and Snake Creek Canals, March, 1913,	15,780.87
Furst-Clark Construction Co., for Estimate No. 33, for work of excavation done in Everglades, during March, 1913.....	\$24,119.56
Less 11th payment due on dredges	12,083.33
	<hr/>
	\$ 28,307.77

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

Geo. H. Crafts & Co., Estimate No. 11, for work done on Lock No. 1, Miami Canal, March, 1913.....	\$ 656.96
Furst-Clark Construction Company, meals furnished State men, on dredges, Feb., 1913, \$23.25; March, 1913, \$26.25.....	49.50
Dade Lumber Company, lumber furnished Engr. G. V. Scott, bills of Oct. 7 and 10, 1912, for \$4.95 and \$3.15, respectively.....	8.10
Fort Lauderdale Garage & Machine Co., labor and materials furnished in repairing launch "Dixie," bill of March 1, 1913.....	38.57
Walker & Black, Khaki for making awning and two towels, bill of April 1, 1913.....	3.95
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	\$ 757.08

The following report of the Acting Chief Drainage

Engineer with reference to the progress of the work was read and ordered spread upon the minutes:

"Tallahassee, Florida, April 15, 1913.

Trustees Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

In connection with letters of even date transmitting estimates on main canals, subsidiary canals and Miami Lock No. 1, I beg to hand you three sheets as follows:

Canal statement to April 1st, 1913, showing the condition as regards contract work on the main and subsidiary canals now under construction.

Everglade Canals, Locks and Survey condition, showing work done during the month and all work to date.

Map showing Everglades Drainage Canals as they were April 1st, 1913. Main Canals: The dredge Caloosahatchee, operating in the Hillsboro Canal advanced .5 miles and passed the crest of the rock rim during the month, and is now working toward the outer edge of the rock.

The dredge Miami advanced .4 miles in the Miami Canal during March and discontinued operations in the Miami Canal at the end of March. The dredge has moved to South New River Canal where she is now digging westward from the point formerly abandoned at the then westward extremity of the South New River Canal; there are 8.7 miles of this canal from which the rock is to be removed before intersecting with the Miami Canal.

The dredge Hicpochee covered 4.4 miles, continued digging muck in the Miami Canal, and at the end of the month there remained 2.6 miles to be cut before the Miami Canal will be open from Lake Okeechobee to the Atlantic.

Subsidiary Canals: The dredge Gatun continued digging westward and advanced .6 miles for the month. The

dredge passed through the first rock rim into sand for the full depth of excavation. The bottom width was changed to 20 feet, from 25 feet, at Station 176.

The dredge Marion advanced 1.2 miles on Snake Creek, arriving at the F. E. C. Railroad on March 23rd, where work is temporarily abandoned, awaiting permission of the Railroad Company to pass their tracks.

Miami Lock No. 1: During the month the floor slab of the lock chamber was completed and work on walls was begun. The *Condition Statement* shows that the stage of completion is 50 per cent.

I beg to call your attention to the following clause in your contract with Crafts & Company:

'The party of the first part further agrees that he will commence work on said lock and dam at said site within 30 days from the date of this contract (March 1st, 1912) and will fully complete the said lock and dam on or before August 24th, 1912, unless prevented by providential causes, and in the event he fails to complete the same within said time he agrees to forfeit to the said parties of the second part the sum of \$10.00 for each day thereafter until said lock and dam is completed as agreed and liquidated damages.'

Work on the lock was begun twelve months ago. Two months were lost on account of floods. Work has actually been in progress ten months. Change of plans have required about thirty days additional time over and above the time required by the original plan for the lock. The time specified in the contract required the completion of the work practically within 180 days. Adding the ample allowance of thirty days for change of plans for lock, the time limit would not exceed 210 working days.

I have notified the contractor that he is behind on the progress of his work, and requested that he increase his force and plant to facilitate operations, calling attention

to the above clause in his contract relating to the time of completion and forfeiture. Unless marked improvement in progress is shown in the near future it may be advisable to terminate the contract, which the Trustees now have with Crafts & Company, and complete the remainder of the work under other arrangements.

Respectfully submitted,

(Signed) F. C. ELLIOT,
Acting Chief Drainage Engineer.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., April 17, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following contract was entered into by the Trustees with A. B. Sanders, Dredging Contractor, for dredging in and near the mouth of the Miami River:

ARTICLES OF AGREEMENT Made and concluded this 17th day of April, A. D. 1913, at Tallahassee, in the State of Florida, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, Treas-

urer; T. F. West, Attorney General, and 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 hereinafter designated and called the first parties; and A. B. Sanders, Dredging Contractor, of Miami, in the State of Florida, party of the second part, and hereinafter designated and called "The Contractor;"

WHEREAS, The Trustees of the Internal Improvement Fund and Board of Drainage Commissioners did, on March 29th, 1913, instruct F. C. Elliot, the Acting Chief Drainage Engineer, to receive offers for dredging in and near the mouth of the Miami River, in the State of Florida; and

WHEREAS, Of the offers submitted by responsible contractors for the aforesaid excavation, that of A. B. Sanders, a dredging contractor of Miami, in the State of Florida, is the most favorable offer received for such excavation; and

• WHEREAS, The proposal of said Contractor for the rental of a ten-inch hydraulic dredge fully equipped and in good repair, belonging to said Contractor, at the rate of twelve dollars (\$12.00) per hour for a day having one shift of ten hours duration, or at the rate of ten dollars (\$10.00) per hour for a day of two shifts of ten hours' duration each, has been accepted by the first parties;

NOW THIS AGREEMENT WITNESSETH: That the said Contractor, in consideration of the premises and provisions and agreements of the first parties, promises and agrees to and with the first parties, as follows:

(1) That the Contractor will furnish a ten-inch hydraulic dredge fully equipped and in good condition, together with all machinery, tools, implements, barges, boats, and labor which may be necessary for the proper operation of the same, and that he will operate said dredge in the excavation of silt and muck, in and near the mouth

of the Miami River, at the rate of twelve (\$12.00) dollars per hour for the operation of said dredge for a day containing one shift of ten hours duration, or at the rate of ten (\$10.00) dollars per hour for operating said dredge for a day containing two shifts of ten hours duration each. That the Contractor shall begin excavation on the basis of a day of one ten-hour shift and will, upon three days' notice by the first parties, change to the basis of a day of two ten-hour shifts, and so operate; and that the Contractor will operate his dredge either upon the basis of a day of one shift of ten hours, or upon a basis of a day of two shifts of ten hours each, at the option of the first parties. That the basis upon which the time of operating the dredge is determined shall be for actual time running, shifting dredge and moving pipe line. That time lost by breakdowns to the dredge or machinery, or failure on the part of the plant, or any part thereof belonging to, or used by the Contractor, shall not be included as time operating, and the same shall not be paid for by the first parties. That the Contractor shall designate some party, or parties, on the dredge, as his representative, to whom directions may be given by the Trustees or their representative.

(2) The Contractor further agrees to conform the operations of his dredge to the excavation of material in and near the mouth of the Miami River in such localities, and for such depth, as may be directed by the first parties, or by their representative.

(3) The Contractor further agrees to pay all just claims for labor employed and material used, and for all damages either to persons or property which may accrue in said excavation or the operations connected therewith, and shall and will save the first and each of them harmless against all such claims which may arise out of matters growing out of this agreement, or in any manner resulting from the work of excavation connected with the said excavation.

(4) The Contractor further agrees to begin operations and actual excavation within ten days after signing this agreement, and prosecute the work diligently, and to the best advantage, to its completion.

In consideration of the premises the first parties agree to and with the Contractor as follows:

(5) The first parties shall, within five days from this date, furnish to the Contractor drawings or blue-prints showing the location and depth of excavation to be made.

(6) That the first parties will employ a competent engineer; that such engineer or his assistants shall locate and stake out, or otherwise indicate the work, in advance of the dredge, and direct the Contractor both as to depth and location of excavation.

(7) That the first parties will pay to the Contractor for the services of the ten-inch hydraulic dredge proposed for the work, at the rate of twelve (\$12.00) dollars per hour, per day of ten hours, or at the rate of ten (\$10.00) dollars per hour per day of twenty hours. That the said engineer or his assistant shall, at the end of each working day, make out a report of the operations of the dredge for each shift, showing the time pumping, time preparing, total time to be paid for, time lost and feet advanced. That the engineer or his assistants will present said report to the Contractor, or his representative on the dredge, for his verification, and then forward the same to the Acting Chief Drainage Engineer. That the said Acting Chief Drainage Engineer at the end of each calendar month at the completion of the work will make up from the data in the daily reports, an estimate showing number of hours for which the dredge is to be paid and the amount due for the same at the contract price; that the first parties shall, within 15 days, pay to the Contractor the full amount thus shown by the estimate.

(8) It is hereby mutually agreed between the parties hereto that the decisions, findings and awards of the said

Acting Chief Drainage Engineer, relating to any part of the work, shall be accepted by both parties, provided, the Contractor may appeal from any decision of said Engineer to the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners, whose decision shall be final.

The 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 and as the Board of Drainage Commissioners of the State of Florida, and the Contractor has hereunto signed his name this the day and year first above written.

(Signed) Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Comm'r of Agriculture.

As Trustees of the Internal Improvement Fund of Florida and 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 and the Board of Drainage Commissioners of the State of Florida.

(SEAL) J. Stuart Lewis,
 (SEAL) F. C. Elliot,

(Signed) A. B. Sanders,
 Party of the Second Part.

Executed in the presence of the following witnesses as to A. B. Sanders.

(SEAL) J. F. Smoak,

(SEAL) R. A. Bartlett.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 21, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor.

W. V. Knott, Comptroller,

J. C. Luning, Treasurer,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

Mr. Walsingham, of St. Petersburg, Fla., appeared before the Trustees and stated that he had located certain overflowed U. S. land in T. 32 S. R. 16 E., and asked that he be given the right to purchase such land in event same was patented to the State. The Trustees agreed to allow him reasonable compensation for his services in locating said land, but would not promise that his offer should have priority.

Application of S. B. Wilson to purchase certain islands in the Halifax River was read, and the Commissioner of

Agriculture instructed to write Mr. Wilson requesting him to make an offer for each separate island.

The application of Mr. Tidwell to purchase certain land in Sec. 6, Tp. 33 S., R. 29 E., at \$5.00 per acre, was rejected.

Reynolds and Rogers having produced a deed from John W. Williams to E. P. Rentz conveying to him the NW 1-4 of NW 1-4 of Sec. 14, Tp. 13 S., R. 23 E., embraced in Deed No. 11461, from the Trustees to said Williams, and it being shown that the State has never received patent to this land, it was ordered that the purchase price of \$40.08 be refunded to said E. P. Rentz, and that said deed No. 11461 be cancelled this the 21st day of April, 1913.

The Trustees sold to J. C. Thompson, July 3, 1908, in deed No. 16173 a tract of unsurveyed land in Tp. 61 S., Rs. 33 and 34 East which was estimated to contain 9, 451.67 acres, for a lump sum of \$5,000.00, and Mr. Benjamin Thompson, representing said J. C. Thompson, in letter of April 1, 1913, having sent up a statement of J. C. Fries, a civil engineer, showing that there are only 8,335.15 acres in said tract, according to his estimate, and said J. C. Thompson, through his attorney Benjamin Thompson, having requested the Trustees to reimburse him for the estimated shortage of 1,116.52 acres, the Commissioner of Agriculture was instructed to write Mr. Thompson that the Trustees sold this land regardless of acreage, merely estimating same, as it was unsurveyed, for a lump sum of \$5,000.00, the purchaser to receive the benefit of any excess. Therefore the Trustees could not make good any shortage in said estimated area, but they agreed to take this land back and refund to J. C. Thompson the purchase price paid for same, viz., \$5,000.00, provided he made the proper deed conveying said land to the Trustees of the Internal Improvement Fund, and also furnish them with an abstract of title showing that he was the present owner of said land, within 30 days from date.

A letter from the Forest Service of the U. S. Department of Agriculture, relative to the co-operative agreement between the Forest Service and the Trustees as to the experimental planting of eucalyptus trees in the Everglades, showing an unexpended balance of \$221.75 to the credit of the Trustees, was read, and it was decided that said amount should remain in the hands of the Forest Service for the next two years, to provide for the replanting of any trees that may die, and any other expense connected with said experimental planting.

Application from R. J. Bolles' secretary for the release of certain mortgaged lands was read, and the Secretary was instructed to write her that when \$5,000.00 was placed in the Florida National Bank of Jacksonville, as Mr. Bolles' fourth contribution towards drainage, to the credit of the Trustees, that they would sign a release for 1000 acres of lands.

Meeting recessed until 4 P. M.

4 P. M.

The following resolution cancelling contract with E. C. Chambers was unanimously adopted:

WHEREAS, The Trustees of the Internal Improvement Fund and E. C. Chambers, of Kansas City, Missouri, entered into an agreement on the 25th day of May, 1912, whereby a certain agreement entered into between the same parties on the 17th day of November, 1910, for the sale of certain lands, was modified, the purpose of such modified agreement being to release from the terms of the original agreement a certain portion of the tracts of lands sold under the terms of the original agreement and to substitute other lands in lieu of the portion excluded therefrom; and

WHEREAS, At the date of the modified agreement the said Chambers had paid to the Trustees under the original agreement the sum of Seventy Thousand Dollars, and

under the modified agreement has paid an additional Twenty Thousand Dollars, making in all the sum of Ninety Thousand Dollars; and

WHEREAS, Under the terms of the modified agreement the said Chambers was required to pay to the Trustees Five Thousand Dollars on or before July 1, 1912, and Five Thousand Dollars on the first day of each month thereafter up to and including February 1, 1913, and Ten Thousand Dollars on or before the first day of each month after February 1, 1913, for four consecutive months; Twenty Thousand Dollars on the first day of July, 1913, and Ten Thousand Dollars on the first day of August, 1913, and the same amount on the first day of each month thereafter until the whole of the purchase price should have been paid; and

WHEREAS, The said Chambers has failed to pay the installments provided in said modified contract to be paid by him to the Trustees; the said Chambers having failed to make the payment which was due the first day of November, 1912, and has failed to make each and every the subsequent payment; and

WHEREAS, The Trustees of the Internal Improvement Fund on the 23rd day of January, 1913, gave to the said Chambers written notice of his failure to make such payment, and that it was the intention of the said Trustees to declare said agreement void on the 10th day of February, 1913, unless the said Chambers should make the payments provided for in said agreement; and

WHEREAS, The said Chambers failed to make the payments provided for in said modified agreement, and the said Trustees of the Internal Improvement Fund desiring to give the said Chambers further time to comply with the terms of said contract on his part to be performed, again, on the Twenty-seventh day of February, 1913, notified the said Chambers in writing of his failure to comply with the terms of said contract on his part to be performed,

and that the said Trustees would on the 19th day of March, A. D. 1913, elect to declare said contract void; and

WHEREAS, The said Chambers has failed and refused and still fails and refuses to make the payments of the installments provided in said contract to be made by him; therefore

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund of the State of Florida that they do hereby elect to declare, and do hereby declare said modified contract between them, as Trustees, as aforesaid, and the said E. C. Chambers, dated 25th day of May, A. D. 1912, to be void and breached by the said E. C. Chambers.

RESOLVED FURTHER, That the said Trustees of the Internal Improvement Fund do hereby elect to retain from the payments made to them by the said Chambers the sum of Fifty Thousand Dollars as agreed, settled and liquidated damages.

RESOLVED FURTHER, That the said Trustees of the Internal Improvement Fund will convey to the said E. C. Chambers one acre of land out of the tract of land described in said modified agreement for each Fifteen Dollars paid by the said Chambers on account of the purchase price thereof, excepting, however, the said sum of Fifty Thousand Dollars hereby retained as aforesaid for agreed, settled and liquidated damages, as provided in said agreement.

RESOLVED FURTHER, That the lands to be conveyed to the said Chambers under this resolution shall be selected by the Trustees after notice to the said Chambers.

RESOLVED FURTHER, That a copy of these resolutions be forwarded to the said Chambers.

A letter from Hon. C. M. Cooper, Attorney for the Florida Coast Line Canal & Transportation Company, relative to the fund of \$75,000.00 in the First National Bank of St. Augustine, stating that he had instructed said bank to place this fund at the disposal of the Trustees, to be drawn by them for the purpose of carrying

out the provisions of agreement entered into between the Trustees and the Florida Coast Line Canal & Transportation Company, was read. Thereupon the following telegram was sent the First National Bank:

"Tallahassee, Fla., April 21, 1913.

John T. Dismukes,
First National Bank,
St. Augustine, Florida.

Have you received letter of C. M. Cooper dated April 19th relative to arranging with you concerning Special Fund on deposit in your bank by Florida Coast Line Canal and Transportation Company, and have you complied with the instructions of said letter as to transferring of fund of Seventy-five Thousand Dollars to credit of Trustees to be withdrawn by Trustees according to terms named in letter, and will you conform thereto? Answer.

(Signed) J. Stuart Lewis, Secretary."

Thereupon the Trustees proceeded to consider ways and means for financing the future operations in the Everglades for the drainage and reclamation of the territory, embraced in Drainage District. Various owners of land in the Everglades, and the representatives of such owners, having come to Tallahassee for the purpose of conferring with the Trustees upon such matter, they were invited before the Trustees and participated in the discussions. The following named persons were present:

- Mr. Pearl Wight, President,
- Mr. Maurice Stearn,
- Mr. Edgar Stearn,
- Mr. George F. Bensel, representing the Southern States Land and Timber Company,
- Mr. W. F. Coachman,
- Mr. D. R. McNeill, representing Consolidated Land Company,

Mr. Sidney Harrison, representing Model Land Company and Florida East Coast Railway Company,

Mr. W. S. Jennings, representing V. W. Helm, President of the Everglades Land Sales Company, The Everglades Sugar and Land Co., and the Everglades Land Company,

Mr. E. J. L'Engle, attorney-at-law, Jacksonville, Fla., representing Consolidated Land Co. and Southern States Land & Timber Co., and

Mr. W. H. Ellis, attorney for the Trustees.

The Trustees and the above named persons discussed the best method for raising money with which to carry on the work of drainage and reclamation of the lands held by the Trustees, and other lands located within the Everglades territory and the territory surrounding and lying near Lake Okeechobee.

Various methods for raising funds were discussed, and the plan suggested by the Trustees, namely, the division of the territory lying within the Drainage District, into classes or zones, such lands to be assessed in accordance with their proximity to the canals now under construction or in contemplation of construction, was deemed to be the most feasible and the best method of taxing the lands within the District for the benefits to be derived from the drainage operations.

The question of what taxes or assessments should be levied upon each class of lands was fully discussed, also the proposition of establishing a new Drainage District and the issuing of bonds, the payment of the principal and interest thereon which should be met by the taxes or assessments upon the lands within the drainage District, was also discussed at length.

Pending the discussion of these questions the meeting was adjourned until 8 o'clock P. M.

April 21, 1913, 8 o'clock P. M.

The Trustees all being present, and the above named

land owners and representatives of land owners, E. J. L'Engle, attorney-at-law, representing certain Everglade land owners, and W. H. Ellis, attorney for the Trustees, and F. C. Elliot, Acting Chief Drainage Engineer, being present, discussion of the best means for carrying on the work of drainage and reclamation of the lands in the Drainage District was resumed.

Upon motion it was ordered that W. H. Ellis, attorney for the Trustees, be requested to draft a bill to be presented to the Legislature now in session, establishing a new Drainage District, providing for the assessment of land for the purpose of raising funds to carry on the work of drainage and reclamation, dividing the lands within the proposed District into classes or zones and assessing such lands in proportion to their proximity to the canals now in process of construction and those proposed to be constructed, and providing for the issuing of bonds to an amount not to exceed six million dollars at any one time.

Upon motion it was agreed that the lands lying nearest the proposed canals and those now in process of construction, and designated in red upon the map which the Trustees had caused to be prepared, should bear the highest rate of assessment; and those lands designated upon said map in blue, and located within five or six miles of such canals, should bear the next highest rate of assessment; and those lands within such proposed District which were uncolored on said map should bear the lowest rate of assessment.

It was further agreed that for a period of three or four years the first named lands should bear an assessment of fifteen cents per year per acre; that for the next three or four years the assessment should be raised to eighteen cents per year per acre, and thereafter the assessment should be twenty-five cents per acre. That upon the lands of the second class, or those designated in blue upon said map, an assessment of ten cents per year per acre should

be made for the first period, and thirteen cents per year per acre for the second period, and thereafter eighteen cents; and that upon the remaining lands, or those not colored upon the map, an assessment of five cents per acre per year should be made for the first period, and eight cents per acre for the second period per year, and thereafter ten cents per acre per year.

It being suggested by the land owners that the opinion of the law firm of Dillon, Thompson and Clay, of New York City, upon the proposed bill would be of value, particularly in reference to those provisions of the bill relating to and concerning the proposed bond issue, it was ordered that the Attorney General, in company with W. H. Ellis, should proceed to New York with a draft of the proposed bill, when the same was completed, and confer with Messrs. Dillon, Thompson and Clay as to the provisions of said proposed bill, and particularly with reference to the proposed bond issue.

Mr. Pearl Wight, of the Southern States Land and Timber Company, stated that, as it consumed so much of their time in coming to Tallahassee, the different land owners represented at this meeting had engaged Hon. E. J. L'Engle to represent them and their interests.

The map which the Trustees had caused to be prepared and colored so as to represent the lands lying nearest the proposed canals, and those lying next nearest and within five or six miles thereof, also had designated thereon the boundaries of the proposed new Drainage District.

Thereupon Mr. Pearl Wight requested that the lands owned by the Southern States Land and Timber Company in Lee County, and now embraced within the present Drainage District, be eliminated from the proposed new District. After some discussion of the proposition, however, and it being shown to Mr. Wight that the tax of five cents per acre on said lands would not be changed for a period of three or four years, and then increased

to only eight cents, and at no time to be assessed greater than ten cents, it was decided that the boundaries should remain as designated on the said map, with slight alterations.

Governor Jennings stated that he was authorized by Mr. V. W. Helm, representing the Everglades Land Sales Company, The Everglades Sugar and Land Company and the Everglades Land Company, to request the Trustees not to place the maximum rate of taxation on lands of his Companies, which lands were being developed and drained by their own system of private canals.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., April 22, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Governor Jennings and Mr. P. A. Vans Agnew appeared before the Trustees relative to the investigation and report contemplated by the Trustees to be made by J. G. White & Company, on the Everglades. The following plan was reported by Governor Jennings on behalf of the

J. G. White Engineering Corporation, and approved: That the investigation and report contemplated be made by an Engineering Commission composed of Isham Randolph, Chairman, and Marshall O. Leighton, hydrometric expert, representing the J. G. White Engineering Corporation, and one other member, to be chosen by the J. G. White Engineering Corporation with the approval of the Trustees. Governor Jennings explained the views of Mr. J. G. White relating to the proposed Commission plan and Mr. White's opinion, urging the Commission plan for the investigation and report, and the above names as members of the proposed Commission, which plan and names be and the same are hereby approved.

It was further suggested that Mr. Randolph should come to Tallahassee at the pleasure of the Trustees to settle and enter into a contract embracing the proposed plans and work, whereupon the following motion was unanimously adopted, that Governor Jennings should wire Mr. Randolph to come to Tallahassee on Monday, the 28th instant, to meet with the Trustees to settle and enter into the proposed contract.

Contract between the Trustees and Mr. Ben Johnson, a dredging contractor of Miami, for the necessary work of restoration of the Florida Coast Line Canal, was presented and ordered spread upon the minutes:

ARTICLES OF AGREEMENT Made and concluded this 21st day of April, A. D. 1913, at Tallahassee, in the State of Florida, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, Treasurer; T. F. West, Attorney General; W. A. McRae, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, who will hereinafter be referred to as the Trustees, in the exercise of their authority under contract with the Florida Coast Line Canal and Transportation Company, and Ben Johnson, a dredging contractor of Miami,

in the State of Florida, party of the second part, hereinafter called "the contractor."

WHEREAS, The Trustees of the Internal Improvement Fund have heretofore requested that the Florida Coast Line Canal and Transportation Company make certain provisions for improving portions of its canal north of Daytona, and also for the restoration of said canal to its required width and depth, below Daytona; and

WHEREAS, In pursuance of the request of the Trustees of the Internal Improvement Fund, the said Canal Company has agreed to an expenditure of Seventy-five Thousand Dollars (\$75,000.00) for such purposes; and

WHEREAS, In pursuance with an agreement with the said Canal Company, the Trustees advertised for and received bids for the work upon said canal, as requested by the Trustees; and

WHEREAS, The said Canal Company has authorized the Trustees to make a contract for the said work, and for the purpose of carrying out the said contract has deposited in the First National Bank of St. Augustine, Florida, the sum of Seventy-five Thousand Dollars (\$75,000.00) to the credit of the Trustees of the Internal Improvement Fund to be used in paying the expense incident to the improvement and restoration of the said canal; and

WHEREAS, The Florida Coast Line Canal and Transportation Company has placed certain dredges at the disposal of the Trustees to facilitate the said improvement and restoration; and

WHEREAS, On February 28th, 1913, the aforesaid Trustees acting in their above designated capacity adopted certain specifications for the improvement and restoration of the Florida Coast Line Canal, said specifications for the excavation in said canal being signed by F. C. Elliott, Acting Chief Drainage Engineer, showing the approximate location of said canal, and the excavation in the same being shown on a plat, and a copy of said specifications and plat being hereto attached (it is mutually agreed

by the parties hereto that the said copy of said specifications and the plat accompanying the same, shall be a part of this agreement); and

WHEREAS, The said F. C. Elliot, Acting Chief Drainage Engineer, in behalf of the said Trustees, caused to be published a notice that sealed proposals would be received by the said Trustees, at Tallahassee, Florida, until ten (10) o'clock A. M. on March 20th, 1913, for excavating in the Florida Coast Line Canal, a copy of said notice being hereto attached, and by mutual agreement between the parties hereto, made a part hereof; and

WHEREAS, The proposal submitted by Ben Johnson to the said Trustees for excavating in the said canal was the most favorable bid of the bids submitted, which was at the rate of 14 1-2 cents per cubic yard for earth excavation and 50 cents per cubic yard for rock excavation, the same being considered a favorable price for said excavation, said proposal has been accepted by the Trustees.

NOW THIS AGREEMENT WITNESSETH: That the said Contractor, in consideration of the premises, provisions and agreements of the Trustees, promises and agrees to and with the Trustees, as follows:

(1) That the Contractor will furnish the necessary dredges, machinery, tools, implements, boats, barges, and labor, or other accessories which may be necessary in and about the excavation in said canal, and that he will excavate said canal in accordance and conformity with the specifications and plat hereinbefore referred to, and which are by mutual agreement hereto attached and made a part of this instrument, for and in the consideration of the sum of 14 1-2 cents per cubic yard for the excavation and removal of earth and other material other than rock, and 50 cents per cubic yard for the excavation and removal of rock; that the Contractor will conform to and observe the specifications above mentioned in each and every par-

ticular in the excavation of said canal; that he will not sub-let the work or any part thereof, or contract with any person or persons for the excavation in said canal, nor any part thereof, without the approval of the Trustees expressed in writing.

(2) The Contractor further agrees to pay promptly all just claims for material used and labor employed, and all just claims for damages sustained by any person or persons which may accrue in the excavation of said canal, or any operations connected with said excavation, and shall and will save the first parties and each of them harmless against all such claims which may arise out of matters growing out of this agreement, or in any manner resulting from the work of excavation in said canal; except that if said Contractor shall do the said duties imposed on him by this contract in accordance with the terms and requirements thereof, he shall not be liable for any claims for damages or injuries due to overflow of or lessening of the normal water supply, or any effect which shall result from the nature or character of the said improvement and restoration project.

(3) The Contractor further agrees to observe and conform to the said specifications in the matter of placing excavated material; that the price to be paid to the contractor under this agreement shall include the clearing of obstructions from the canal; that he will observe and conform to said specifications in the matter of beginning and completion of said work; that work shall be commenced within forty-five (45) days from this date and be completed within one year from the same date; except that he shall be entitled to an extension of time as provided for in the specifications.

(4) The Contractor further agrees that the exact location of and depth of excavation may be hereafter designated by the engineer of the Trustees, or his assistant,

who shall locate and stake out the work in advance of the excavation, and shall furnish such grades and levels as are necessary for its proper construction.

(5) The Contractor further agrees to enter into a good and sufficient bond, acceptable to the Trustees, as surety, in the sum of Fifteen Thousand Dollars (\$15,000.00), conditioned upon the faithful performance and execution of the work by said Contractor, in accordance with this contract and the plans and specifications for the same.

(6) The Contractor further agrees that he will be responsible for the dredge or dredges which he may use, or for the same during the time which they may be in his charge, belonging to the Florida Coast Line Canal & Transportation Company, and that he will, at his own expense, keep the same protected by insurance in such amount and manner as is now carried.

In consideration of the premises the Trustees agree to and with the Contractor, as follows:

That the Trustees will permit the Contractor the use, free of charge, of any dredge or dredges belonging to the Florida Coast Line Canal and Transportation Company, subject to the order of the Trustees, and named and described in the accompanying specifications, under such conditions and in such manner as have been provided for in the foregoing clause and in the specifications.

(7) That the Trustees will pay to the Contractor out of the said fund hereinbefore referred to, the amount of 14 1/2 cents per cubic yard for the excavation and removal of earth and all other material other than rock, and 50 cents per cubic yard for the excavation and removal of rock; that the Trustees will furnish a competent engineer, who shall at the end of each calendar month and at the end of the work, make a careful estimate of the work done during the month in accordance with the specifications,

as aforesaid, and the terms of this agreement; that the Trustees shall pay out of the said fund to the Contractor, within fifteen (15) days, ninety (90%) per cent. of the amount shown by the estimate of the engineer to be due for such excavation. It being mutually agreed that the remaining ten (10%) per cent shall be withheld and retained by the Trustees until the contractor has completed the work according to the terms of this agreement, and that when the work shall have been completed, in accordance with these specifications and accepted by the said Trustees, the said ten (10%) per cent shall be due and payable to the said contractor. It being understood that the Seventy-five Thousand (\$75,000.00) Dollars hereinbefore mentioned is to cover all the expenses of excavation, inspection and engineering contemplated in this contract.

(8) The Trustees agree to furnish and designate a dumping ground for material excavated from the canal, and furnish all right-of-way along the canal which may be necessary for the same.

(9) It is hereby mutually agreed by and between the parties hereto that the decisions, findings and awards of the engineer for the Trustees relating to any part of the work, shall be accepted by both parties; provided, the contractor may appeal from any decision of said engineer to the Trustees of the Internal Improvement Fund, whose decision shall be final.

(10) It is further mutually agreed that time is and shall be of the essence of this agreement; that the engineer herein provided, engaged and employed by the first parties, shall have general supervision of the work.

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 the Contractor has hereunto set his name and affixed his seal this the day and year first above written, to this and to another instrument of like tenor and date.

(Signed) Park Trammell,
Governor.

W. V. Knott,
Comptroller.

J. C. Luning,
State Treasurer.

T. F. West,
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.

(Seal) J. Stuart Lewis,

(Seal) G. T. Whitfield.

Ben Johnson,
Party of the Second
Part.

Executed in the presence of the following witnesses as to Ben Johnson.

(Seal) J. Stuart Lewis,

(Seal) G. T. Whitfield.

The following telegram was ordered spread upon the minutes:

St. Augustine, Florida, April 22, 1913.

Hon. J. Stuart Lewis,
Tallahassee, Florida.

Your telegram received last night. All of the questions therein were answered affirmatively to the Governor by letter yesterday and by night message. Sorry not to have sent day message.

(Signed) John T. Dismukes, President
First National Bank St. Augustine.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 22, 1913.

5 P. M.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Governor Jennings appeared before the Trustees relative to the propositions proposed by Mr. V. W. Helm as to certain lands in the drainage district, and it was decided that the Trustees would sell the following lands: Sections 26,

30 and 36 in T. 50 S. R. 40 at \$25.00 per acre, payable in six equal installments. 1st payment cash, remaining payments 6, 12, 18, 24 and 30 months, he to give promissory notes to bear interest on deferred payments at the rate of 7% per annum.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 28, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Trustees on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Messrs. W. H. Ellis, attorney for the Trustees, and W. S. Jennings, P. A. Vans Agnew and Isham Randolph, appeared before the Trustees, pursuant to engagement, to discuss plans for the making of an agreement relative to a report on the drainage of the Everglades as submitted by the J. G. White Engineering Corporation of New York City.

Mr. Jennings presented a form of agreement which was discussed.

The proposed contract submitted by Governor Jennings was considered by the Trustees, and W. H. Ellis, attor-

ney for the Trustees, was requested to re-draft the contract.

Thereupon the Trustees adjourned to meet at 10 o'clock A. M. Tuesday.

10 o'clock A. M., Tuesday, April 29, 1913.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Messrs. W. H. Ellis, Attorney for the Trustees; W. S. Jennings, P. A. Vans Agnew and Isham Randolph, appeared before the Trustees pursuant to adjournment, and the contract as prepared by W. H. Ellis, Attorney for the Trustees, being submitted, Governor Jennings suggested that he would communicate with the J. G. White Engineering Corporation concerning the provisions of the contract and would report the result of such communication to the Trustees.

Governor Jennings presented the application of the Sugar and Land Company to purchase the following lands in the Everglades: Section 26, south of South New River Canal, and all of Section 30, in Township 50 S., R. 40 E., and all of Sections 28 and 30 South of South New River Canal, and all of Section 32, in Township 50 S., R. 41 E. The Trustees agreed to advertise said land as required by law, and if said Company's bid proved to be the highest and most satisfactory, they would accept the same.

Plans for the erection of two sluice-ways through the South New River Canal banks in the Davie Farm, one

on the North side and one on the South side, were submitted by Governor Jennings, and were referred to the Acting Chief Drainage Engineer for his consideration, in accordance with action of the Trustees under date of April 3, 1913.

The Trustees then adjourned to meet at 10 o'clock A. M., Wednesday, April 30, 1913.

10 o'clock A. M., Wednesday, April 30, 1913.

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Messrs. W. H. Ellis, attorney for the Trustees, and W. S. Jennings, P. A. Vans Agnew and Isham Randolph appeared before the Trustees pursuant to adjournment:

Governor Jennings submitted to the Trustees the telegrams from J. G. White Engineering Corporation relative to the proposed contract between the Board of Drainage Commissioners and the J. G. White Engineering Corporation, and after some consideration thereof, the contract as prepared by Attorney W. H. Ellis, with some slight amendments, was entered into between the Board of Drainage Commissioners and the said Isham Randolph, which contract is reported at length in the minutes of the Board of Drainage Commissioners as of this date, and is as follows:

ARTICLES OF AGREEMENT made and entered into this 30th day of April, A. D. 1913, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, Treasurer; T. F. West, Attorney General, and W. A. McRae, Commissioner of Agriculture, of the State

of Florida, as and constituting the Board of Drainage Commissioners (hereinafter called the "Board") of the one part, and Isham Randolph, of the City of Chicago, in the State of Illinois, (hereinafter called the "Engineer"), of the other part.

WHEREAS, It is deemed advisable that a complete and comprehensive investigation be made, by engineers of National reputation, of the physical conditions affecting Lake Okeechobee, the Everglades and the area embraced in the Drainage District established by Act of the Legislature of Florida of 1907, Chapter 5709, and that a complete and comprehensive report be made to the Board of the best method for draining the said territory, together with plans and specifications for the construction of such main canals, in addition to those now contracted for and in process of construction that may be deemed necessary for the drainage and reclamation of said territory, and the cost of constructing such system of main canals. Now, therefore,

THIS AGREEMENT WITNESSETH: That the Engineer for the consideration hereinafter named promises and agrees to and with the Board as follows:

First—The Engineer shall organize a board of engineers to be known as the Everglades Engineering Commission (hereinafter referred to as the "Commission"). The said Commission shall consist of Isham Randolph, who shall be Chairman; Marshall O. Leighton, representing the J. G. White Engineering Corporation, and Edmund T. Perkins.

Second—The said Commission shall procure and study all data, facts, information and physical condition affecting Lake Okeechobee, the Everglades and all territory embraced in said Drainage District by personal reconnoissance of the territory embraced by Lake Okeechobee, the Everglades and their water sheds, and shall make such investigations concerning the rainfall, run-off and evaporation from such water sheds as may be neces-

sary to the making of the reports herein contemplated. That said Commission shall exercise its best professional skill and knowledge in such investigation and the preparation of such reports.

Third—The said Commission shall cause to be made such further surveys under its direction as may be necessary for its use in preparing recommendations for approximate locations of canal routes and making the estimate of the cost of the construction of such works as it may recommend in said report. That said Commission shall as soon as practicable make up and submit to the Board for its acceptance and approval a complete and comprehensive report of all its findings, embracing the data, facts and all the information so obtained relating to or in anywise affecting or bearing upon the plans for a main Drainage System for the territory embraced in the Drainage District created and established by Act of the Legislature of Florida, Session of 1907, Chapter 5709, and bearing upon the physical conditions existing on or near Lake Okeechobee, the Everglades and their water sheds. That said Commission shall also submit plans and specifications for such main canals as it may deem necessary in addition to those now contracted for and in process of construction, for lowering the ordinary water level of Lake Okeechobee about four feet, the carrying off of the rainfall in the Everglades and to provide a system of main canals necessary for the reclamation and drainage of the territory embraced in said drainage District. Such plans and specifications shall show the approximate locations of all proposed canals, their dimensions and estimated cost of constructing the same, and necessary auxiliary works, such as dams, locks, and waste weirs, as it may deem necessary to be built, together with plans and specifications therefor.

Such canals and works incident or necessary thereto to be shown on said plans and specifications shall be sufficient in number and capacity to provide the system

of main canals required to drain the land area embraced within said Drainage District so far as the same may be accomplished without resorting to pumping the water from the land, and that will be sufficient to relieve the lands aforesaid of all surface water, but the said reports shall not deal particularly with minor subdivisions of land. Farm ditches are not to come within the purview or scope of said reports. The said Commission in addition to reporting on the necessary system of main canals, as herein provided, shall make a supplemental report covering the lateral canals necessary to the completion of the system.

Fourth—The said Commission shall cause a map to be made of the area embraced within the scope of said investigations as nearly accurate as may be determined from the data, facts and information to be obtained, and shall show thereon as far as may be by conventional signs, the ascertained facts and things to be done as recommended in said report. And the conventional signs shall be supplemented by such notes as may be appropriately entered upon said map. Said reports shall give the information upon which they were based and the sources from which said information was derived, but said reports shall not enter into details relating to the drainage of minor tracts of land, but shall deal with main outlet canals, which said Commission will recommend, of such dimensions as it shall deem sufficient to take the run-off of the tributary area. Such canals shall be designed with sufficient capacity to care for local drainage when the territory embraced within the scope of said report shall be divided into small tracts for cultivation.

Fifth—The Engineer shall be responsible for the compensation to be paid to the other members of the Commission, together with all necessary expenditures incurred by him and the said Commission in the discharge of their duties under this agreement. The Engineer shall hire at his own expense competent engineers, with such assist-

ants, draftsmen, laborers, or other help, as the work may require. He shall pay them for their services and defray all the expenses necessary and incident to said work.

Sixth—The Engineer further agrees that within Twenty days from the date hereof that the J. G. White Engineering Corporation, of New York City, will guarantee to said Board the carrying out of this contract, such guarantee shall be the full amount of Thirty-five Thousand Dollars (\$35,000.00) in such manner and form as may be satisfactory to the Board. That said Commission shall begin its services as outlined in this agreement immediately upon the delivery hereof and prosecute the work to be accomplished hereunder in a reasonable and vigorous manner, continuing until completed. That the Board may have the benefits of the result of the investigations and reports at as early a date as is found practicable. The reports for which provision is made in this contract shall be delivered to the Board on or before the expiration of six months from the date hereof. That said reports shall be signed by each member of the said Commission and the plans and specifications provided in this agreement to be made up and submitted to the Board, shall also be signed by each member of the said Commission.

Seventh—That the Commission shall not, nor shall any member thereof, at any time during his investigations or the performance of the work to be done by it under this agreement give out to any person, firm or corporation any information, facts or data concerning said work, or the plans to be submitted for the drainage area described herein or the location and route of any canal, nor the estimated cost thereof, until the work of said Commission has been finished and submitted to the Board and accepted by the Board.

Eighth—In consideration of the premises the Board hereby promises and agrees to and with the said Engineer to pay the said Engineer the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), upon the receipt by the said

Board of the guarantee hereinbefore referred to, to be furnished by the said J. G. White Engineering Corporation, and its approval of this agreement, and in addition to said sum the Board agrees to pay to the said Engineer all expenses that may be incurred by him and said Commission in the work to be performed under this agreement not exceeding Twenty-seven Thousand Five Hundred Dollars (\$27,500.00). Such expenses to be paid in monthly payments not to exceed Five Thousand Dollars (\$5,000.00) each, upon the vouchers furnished and approved by the said Commission to the Board. That out of said expense money the Board may retain Five Thousand Dollars (\$5,000.00) until the completion of said work and the delivery of said reports, plans and specifications to the Board, and the acceptance and approval of the same by it.

Ninth—The Board shall place at the disposal of the Engineer and the said Commission all data, of which it is possessed, bearing upon the matters to be covered by said investigations, whether in the form of maps, charts, printed or manuscript reports, etc., and the Engineer shall carefully preserve the same and return them from time to time, after using them, and all of them that shall not have been returned previous to the delivery of the reports and the plans and specifications herein provided for, shall be returned when the said reports and plans and specifications are delivered.

Tenth—The said Board agrees that such of its employees whose posts of duty make it impossible for them to render assistance in the investigations to be undertaken by the Engineer and said Commission, shall render whatever assistance they may, provided such service does not interfere with their regular duties. That if the Board has boats or other utilities then in use or necessary for its work, the same shall be available for the work of the Commission without charge.

Eleventh—This agreement shall go into effect upon the

signing of the same by the parties hereto and the approval thereof by the J. G. White Engineering Corporation.

IN WITNESS WHEREOF, The members of the Board and Isham Randolph have set their hands and seals to this and to another instrument of like tenor and date this the day and year first above written.

	(Signed) Park Trammell,	(SEAL)
	Governor.	
	W. V. Knott,	(SEAL)
	Comptroller.	
Board of Drainage Com-	J. C. Luning;	(SEAL)
missioners of the State	Treasurer.	
of Florida.	T. F. West,	(SEAL)
	Attorney General.	
	W. A. McRae,	(SEAL)
	Commissioner of Agriculture.	
	Isham Randolph,	(SEAL)
	Engineer.	

The foregoing agreement is hereby approved.

.....

The carrying out of the foregoing agreement is hereby guaranteed to the extent of Thirty-five Thousand Dollars (\$35,000.00).

THE J. G. WHITE ENGINEERING CORPORATION,
By (Signed) Gano Dunn, President.

Attest:

(Signed) C. S. Colette,
(SEAL) Secretary.

Dated New York, N. Y., May 9, 1913.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 1, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, Salary as Counsel, April, 1913....	\$ 208.33
C. B. Gwynn, Salary as Chief Clerk, Land Dept., April, 1913	150.00
Mary Herring, Salary as Stenographer, April, 1913	100.00
J. Stuart Lewis, Salary as Secretary, April, 1913	150.00
T. F. West, Expenses to Pensacola case of Wailes vs. Gilchrist, Governor, <i>et al.</i> , as Trustees of I. I. Fund, April 28, 1913	21.90
T. R. Hodges, Copy of Evidence in suit of Pal- grave Co., U. S. Court, bill of March 27, 1913.	11.50
	<hr/>
	\$ 641.73

W. W. Dewhurst made application to purchase for Sidney Harrison Lot No. 4, Sec. 23, Tp. 37 S. R. 35 E., containing 58.50 acres at \$7.50 per acre, and upon due consideration, the Commissioner of Agriculture was instructed to advise Mr. Dewhurst that the Trustees could not accept his offer.

Financial Statement and Disbursements for the month of April, 1913, were read, approved and ordered placed of record:

Financial Statement, April, 1913.

To balance on hand April 1, 1913.	\$ 40,546.92	
To Consolidated Land Company loan	16,666.66	
To Model Land Company loan...	16,666.67	
To Southern States Land and Timber Company loan	16,666.66	
To reimbursement for payments made on account of Florida Coast Line Canal and Trans- portation Company	690.18	
To refund by LaBruce Contingent Fund	38.01	
To refund land ad. and sale of Minutes	21.60	
To interest on deposits	96.41	
To land sales for April.....	30,618.46	
To overdrafts account of Drain- age Fund	68,943.77	\$190,955.35
		<hr/>
By disbursements for April, 1913		98,052.96
		<hr/>
To balance on hand May 1, 1913..		\$ 92,902.39

Reconcilement.

To cash and cash items in hands of Secretary	\$ 1,000.00	
To cash in banks, May 1, 1913...	91,902.39	\$ 92,902.39
Distributed in the following banks:		
Florida National Bank, Jacksonville Florida.	\$ 53,482.90	
Barnett National Bank, Jacksonville, Florida.	2,081.62	
Bank of Palm Beach, West Palm Beach, Flor- ida	14,200.00	
Pioneer Bank, West Palm Beach, Florida....	12,500.00	
First National Bank, Tallahassee, Florida....	7,637.87	
		<hr/>
		\$ 91,902.39

Disbursements, April, 1913.

Date.	No. of Voucher.	Amount.
April 1	2937—W. H. Ellis, salary as counsel, March, 1913.....\$	208.34
April 1	2938—C. B. Gwynn, Salary as Chief Clerk, Land Dept., March, 1913	150.00
April 1	2939—Mary Herring, Salary as Stenographer, March, 1913.	100.00
April 1	2940—J. Stuart Lewis, Salary as Secretary, March, 1913....	150.00
April 7	2941—Capital City Bank for T. J. Appleyard, binding 75 vols. Minutes of 1911—12 in Law Sheep	75.00
April 7	2942—W. H. Ellis, expense account as Counsel, Oct. and Dec., 1912, and Jan. to Mar. 21, 1913	52.61
April 7	2943—J. F. Hill, Ink Well for office of Secretary, bill of April 1, 1913	1.50
April 7	2944—Western Union Telegraph Co., bill of April 1, 1913....	4.64
April 11	2945—J. C. Hithcox, 3 days services investigating lands on Lake Dexter, bill of April 7, 1913	11.75
April 11	2946—Frank S. White & Sons, for having mortgage from National Construction Company to Trustees recorded in the Probate Court of Jefferson County, Alabama, bill of April 4, 1913	2.50

Date.	No. of Voucher.	Amount.
April 11	2947—Miami Printing Company, Ad. notice of bids for dredg- ing Halifax River, bill of Apr. 1, 1913	5.00
April 12	2948—R. B. McLendon, Tax Col- lector, Dade County, Drain- age Taxes, 1912	33,678.95
April 12	2949—Cyril Baldwin, Tax Collec- tor, DeSoto County, Drain- age Taxes, 1912	1,463.60
April 12	2950—H. A. Blake, Tax Collector, Lee County, Drainage Taxes, 1912	1,772.00
April 12	2951—T. A. Sweeting, Tax Col- lector, Monroe County, Drainage Taxes, 1912	13,067.50
April 12	2952—F. M. Tyler, Tax Collector, St. Lucie County, Drainage Taxes, 1912	32.05
April 12	2953—T. J. Campbell, Tax Collec- tor, Palm Beach County, Drainage Taxes, 1912	18,929.67
April 16	2954—Barnett National Bank, for 60 days interest on \$15,000 note issued Feb. 18, 1913...	175.00
April 16	2955—Atlantic National Bank, for 60 days interest on \$15,000 note issued Feb. 18, 1913...	175.00
April 16	2956—First National Bank of Tal- lahassee, for 60 days interest on \$10,000.00 note issued Feb. 18, 1913	116.00
April 16	2957—H. R. Kaufman, to cleaning Typewriter, bill of April 7, 1913	5.00

Date.	No. of Voucher.	Amount.
April 16	2958—The H. & W. B. Drew Company, to 1 Record Bk. of Minutes, No. 9, bill of April 8, 1913	16.00
April 16	2959—Underwood Typewriter Co., 1 box Carbon, bill of Mar. 24, 1913	3.00
April 16	2960—Miami Engineering and Construction Company, for Estimate No. 9, for work of excavation in Cypress and Snake Creek Canals, March, 1913	15,780.87
April 16	2961—Furst Clark Construction Company, for Estimate No. 33, for work of excavation done in Everglades, during March, 1913, \$24,119.56; less 11th payment due on dredges, \$12,083.33	12,036.23
April 16	2962—(Transfer of funds).	
April 22	2963—E. P. Rentz, refund of land purchased (see Minutes Trustees, April 21, 1913) ..	40.08
		\$ 98,052.96

Upon motion the following Power-of-Attorney was ordered spread upon the minutes:

KNOW ALL MEN BY THESE PRESENTS: That Park Trammell, Governor of the State of Florida; W. V. Knott, Comptroller of the State of Florida; J. C. Lun-

ing, Treasurer of the State of Florida; T. F. West, Attorney General of the State of Florida, and W. A. McRae, Commissioner of Agriculture of the State of Florida, as and constituting the *Trustees of the Internal Improvement Fund* of said State, do hereby nominate, constitute and appoint *Consolidated Naval Stores Company*, a corporation under the laws of Florida, and its nominees and substitutes, their Attorney-in-fact, for them and in their name, place and stead to manage, sue upon and collect that certain judgment recovered by said Trustees in the Circuit Court of Florida in and for Manatee County, at the Spring term thereof on March 13th, 1913, against M. W. Covington, for the sum of Nine Thousand Two Hundred Eighty-five and 12-100 Dollars (\$9,285.12) and Seventeen and 82-100 Dollars (\$17.82) costs, which said judgment was recorded in Book 5, page 81, of the Minutes of said Circuit Court, and in Judgment Record No. 3, page 472, of the Public Records of Manatee County, Florida, and also to take all measures to enforce and collect said judgment against said M. W. Covington in any Court in the State of Florida or in any other State or Country in any manner whatsoever, and to have the general charge and direction of all such proceedings and suits, provided, however, that the said Attorney-in-fact shall pay all costs and expenses of said litigation, and make such disposition of the proceeds of any collection of said judgment as is provided by the contract between said Trustees and Consolidated Naval Stores Company and Messrs. Small and McCall, dated August 30th, 1912, and subject to all of the terms and provisions of said contract.

PROVIDED FURTHER, That no compromise or settlement of said judgment of any suit brought to enforce the same shall be made by said Attorney-in-fact for less than the face of said judgment, without the consent of said Trustees.

In Witness Whereof, the said Trustees have executed

these presents and affixed the seal of the Department of Agriculture of said State this 30th day of April, 1913.

(Signed) Park Trammell,
Governor of the State of Florida.

(SEAL) W. V. Knott,
Comptroller of the State of Florida.

J. C. Luning,
Treasurer of the State of Florida.

W. A. McRae,
Commissioner of Agriculture
of the State of Florida. *

As and constituting the Trustees
of the Internal Improvement Fund
of the State of Florida.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 2, 1913.

The Trustees of the Internal Improvement Fund met
in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

Mr. C. B. Oliff appeared before the Trustees and stated
that several years ago he had bought certain land in

Section 18, T. 3 S., R. 15 E., for taxes, which embraced $SE\frac{1}{4}$ of $NW\frac{1}{4}$, and that he had sold said land, and since selling above land he finds that it is State land, and he desired to purchase it from the State and offered the Trustees \$1.00 per acre for it. Upon consideration the Trustees agreed to sell the $SE\frac{1}{4}$ of $NW\frac{1}{4}$ of Sec. 18, in T. 3 S., R. 15 E., to Mr. Oliff at \$2.00 per acre, which proposition was accepted by Mr. Oliff, and the Commissioner of Agriculture instructed to make out deed to him for the said land upon receipt of price named.

Baker & Baker, attorneys for the La Crosse Investment Company, having presented satisfactory evidence showing that the Trustees had erroneously conveyed the $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of Sec. 28, T. 4 S., R. 2 E., to the Pensacola & Gulf Railroad Company, April 17, 1883, in Deed No. 12001, which was not State land, instead of conveying to the said Company the $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of said Section, which was at that time marked on the Township maps of record in the office of the Commissioner of Agriculture as being embraced in said deed, it was

RESOLVED, That the Commissioner of Agriculture prepare deed to the La Crosse Investment Company, upon receipt of certified abstract showing said Company to be the present owners of same, and a deed of re-conveyance from said Company of $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of Sec. 28, Tp. 4 S., R. 2 E., to the Trustees of the Internal Improvement Fund.

The following resolution was adopted:

WHEREAS, The Trustees of the Internal Improvement Fund of the State of Florida conveyed to Elizabeth Stevenson the $NW\frac{1}{4}$ of $NW\frac{1}{4}$ of Sec. 4, Tp. 26 S., R. 16 E., as containing 58.76 acres, in Deed No. 11269, bearing date of August 22, 1883; and

WHEREAS, The said above described land was erroneously described and it was the intention of the said Trustees to convey the $W\frac{1}{2}$ of Fractional $NW\frac{1}{4}$ of said Section, which contains the said area of 58.76 acres, to the said Elizabeth Stevenson; and

WHEREAS, By mesne conveyances, from the said Elizabeth Stevenson, shown by the certified abstract of the Pasco Abstract Company, the title to the said lands became vested in William Meyer and James F. Williams, both of whom have since died; and

WHEREAS, It is shown that Emma Meyer (widow) and William Meyer and Hazel Meyer are the sole heirs of William Meyer, deceased, and Lucretia Williams (widow) and John Cornelia, wife of R. E. Pope, are the sole heirs of James F. Williams, deceased, it is

ORDERED, That a quit claim deed be made by the Trustees of the Internal Improvement Fund to Emma Meyer (widow), William and Hazel Meyer, heirs of William Meyer, deceased, and Lucretia Williams (widow), and John Cornelia, wife of R. E. Pope, heirs of James F. Williams, deceased, for the $W\frac{1}{2}$ of Fractional $NW\frac{1}{4}$ of Sec. 4, Tp. 26 S., R. 16 E.

C. E. Stewart, of Dania, Florida, made application to purchase Lot 9, Sec. 36, Tp. 50 S., R. 41 E., containing 25.45 acres, at \$25.00 per acre, and it was ordered that the above described land be sold to Mr. Stewart upon his making the required affidavit and paying cash for the same.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 6, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

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

M. L. Heiss, board and lodging, April, 1913....	\$ 30.00
M. L. Heiss, salary as Lock Inspector, April, 1913	90.00
Thos. E. Frederick, expenses for April, 1913, as follows: Hire of motor cycle, \$22.50; postage, \$5.00; board and lodging, \$43.00.....	70.50
Thos. E. Frederick, Asst. Engineer, April, 1913..	125.00
D. A. Smith, Inspector, April, 1913.....	60.00
A. W. Frederick, Inspector, April, 1913.....	60.00
E. Quarterman, Helper, 6 days, at \$2.00 per day, April, 1913	12.00
R. Barber, Helper, 6 days, at \$2.00 per day, April, 1913	12.00
Glenn V. Scott, salary as Engineer, April, 1913..	125.00
L. L. Hill, Leverman, April, 1913.....	90.00
Lonnie Howard, Rodman, 26 days, at \$2.50 per day, April, 1913	65.00
J. A. Boyd, Axe and Chainman, 26 days at \$2.00 per day, April, 1913	52.00
W. W. Myers, Axe and Chainman, 26 days, at \$2.00 per day, April, 1913.....	52.00

Walker Carlisle, Axe and Chainman, 1 day, at \$2.00 per day, April, 1913.....	2.00
H. A. Carlisle, and Team, for all of April, 1913..	175.00
Elijah Brown, Cook, 27 days, at \$40.00 per month, April, 1913	36.00
R. C. Hicks, Subsistence furnished party, April, 1913, \$123.25; lodging self and 4 assistants, \$2.50	125.75
R. C. Hicks, salary as Engineer, April, 1913....	125.00
W. T. Russ, Foreman, April, 1913.....	75.00
S. M. Hicks, Launch and Level man, April, 1913.	75.00
J. E. Davis, Rod and Chainman, 26 days, at \$2.00 per day, April, 1913	52.00
Tom Pool, Chainman, 26 days, at \$2.00 per day, April, 1913	52.00
F. P. Wood, Line and Chainman, 16 days, at \$2.00 per day, April, 1913	32.00
F. P. Wood, Cook, 14 days, at \$40.00 per month, April, 1913	18.66
H. M. Forman, Lock Tender, April, 1913.....	45.00
F. C. Elliot, Acting Chief Drainage Engineer, April, 1913	250.00
G. D. Curtiss, Asst. Engr., April, 1913.....	125.00
V. J. Randolph, Special Agent, April, 1913.....	100.00
J. E. Downing, Clerk, April, 1913.....	65.00
Glenn V. Scott, Subsistence furnished party, April, 1913	147.00
Pioneer Boat Line, Castings furnished Engr. Hicks, bill of May 1, 1913.....	1.50
Frank T. Budge Company, supplies furnished Engr. Frederick, bill of April 28, 1913.....	3.45
Mrs. G. A. Kunze, board and lodging for Inspector on Cypress Creek Canal, bill of May 1, 1913	25.00
The McCrimmon Lbr. Co., lumber furnished Engineer Frederick, bill of May 1, 1913..\$11.52	
and bill of April 1, 1913..... 5.25—	16.77

Geo. M. Dykes, 32 bolts furnished M. L. Heiss, bill of April 22, 1913.....	11.00
Florida Rock Company, delivering cement to Canal Lock, bill of April 3, 1913....\$36.50 and bill of April 25, 1913.....	53.39— 89.89
The H. & W. B. Drew Company, supplies furnished Acting Chief Drainage Engineer, bill of April 29, 1913	11.05
Fort Lauderdale Garage & Machine Co., supplies furnished Engr. Hicks, bill of March 31, 1913.	24.30
Lake Worth Mercantile Company, supplies account Lock No. 1, North New River Canal, bill of March 31, 1913	17.60
Drake Lumber Company, lumber furnished M. L. Heiss, bill of April 30, 1913.....	39.64
Railey-Milam Hardware Company, Hardware furnished M. L. Heiss, bill of May 1, 1913....	11.45
Baker & Holmes Company, Cement furnished during April, 1913, as per bills of April 3, 24 and 25, 1913	524.21
Florida East Coast Railway Company, cost of letting dredge of Miami Engineering and Construction Company through F. E. C. track, Sunday, April 20, 1913, bill of April 23, 1913....	600.00
Miami Yacht and Machine Company (Make warrant payable to F. R. Johnson), labor and supplies account launch "Dixie" and small launch, bill of Nov. 18, 1911.....	164.89
W. I. Huffstetler, storage of glade boats, hire of launch, furnishing gasoline and oil, making pole, bill of May 1, 1913.....	34.40
F. C. Elliot, expenses account office, April 2-30, 1913	18.05
Alex McDougall, postmaster, stamps, box rent, etc., account office of Chief Drainage Engr., bill of May 1, 1913.....	24.35

Southern Express Company, bill for April, 1913.	.70
The Semi-Weekly True Democrat, letterheads, bill of April 1, 1913.....	3.75
J. F. Hill, Stationer's supplies, account office Chief Drainage Engineer, bill of May 1, 1913..	5.95
Board of Managers, City Water & Light Plants, equipment of office rented by Acting Chief Drainage Engineer during Legislature, bill of April 30, 1913	3.95
Board of Public Works, electricity account Chief Drainage Engineer's office, bill of Apr. 30, 1913	1.20
Schoemaker's Stables, 2 double wagons and 4 men, moving office Chief Drainage Engr. from Capitol to Levy Bldg., bill of May 1, 1913....	10.00
Western Union Tel. Co., bill for April, 1913....	20.45
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	\$4,007.46

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 12, 1913.

The Trustees of the Internal Improvement Fund met
in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following petition was read:

“Internal Improvement Board,
Tallahassee, Florida.

Gentlemen:

I have been petitioned by the people of Fort Lauderdale to ask your Honorable Body to grant them the privilege to use rock from the banks of the canal in limited amounts for purpose of building seawall and sidewalks in Fort Lauderdale. It is one of the best materials available in our section. Your granting this petition would be greatly appreciated by our people of Fort Lauderdale.

Yours respectfully,

(Signed) GEO. G. MATTHEWS,
Mayor of Fort Lauderdale.

Upon motion it was agreed that authority be granted the City of Fort Lauderdale, Florida, to take from the spoil banks of the North New River Canal, rock for the purpose of constructing seawalls and sidewalks in said City. This permit to be in force for six months from this date, and it is further agreed that the said City of Fort Lauderdale shall not take more than 40 per cent. of rock from said canal at any given location.

Mr. Chas. H. Brown appeared before the Trustees relative to application which had been made by Hilton S. Hampton, attorney, to purchase the $S\frac{1}{2}$ of Lots 3 and 4, or $S\frac{1}{2}$ of Fractional $NW\frac{1}{4}$ of Section 5, Township 27 S., R. 19 East, and stated that the purchasers claimed title through the Orange Belt Railway Company, who supposed they had title to it, but upon examination found that the title was in the State, and offered to purchase the said land. After discussion, the Trustees offered to sell the above described land at \$5.00 per acre.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 14, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

It was decided by the Trustees to renew the 60-day notes issued on March 17, 1913, to the Atlantic National Bank of Jacksonville, Florida, for \$5,000.00, and the Barnett National Bank of Jacksonville, Florida, for \$15,000.00, and the First National Bank of Tallahassee, for \$10,000.00, for another 60 days, and upon motion, renewal notes were made and the Secretary instructed to draw checks for the interest at 7 per cent. per annum in favor of the above banks, as follows:

Atlantic National Bank, 60 days interest on \$5,000.00 at 7%	\$	58.33
Barnett National Bank, 60 days interest on \$15,000.00 at 7%		175.00
First National Bank, Tallahassee, 60 days interest on \$10,000.00 at 7%		116.67
	\$	<u>350.00</u>

Upon motion the following resolution was adopted:

WHEREAS, The Board of Drainage Commissioners entered into a contract with Isham Randolph, bearing date of 30th day of April, 1913, for the procuring by the

Tallahassee, Florida, May 16, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Estimate No. 34, of the Furst-Clark Construction Company, for work done in the Everglades during April, 1913, showing 180,676 cubic yards of earth excavated and 84,045 cubic yards of rock excavated, which, at 8 and 20 cents per cubic yard, respectively, amounted to \$31,263.08, was presented and approved, and the Secretary instructed to pay \$24,263.08 of the same.

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

Furst-Clark Construction Company, account Estimate No. 34, for work done in the Everglades, April, 1913	\$ 7,000.00
Miami Engineering and Construction Company, account Estimate No. 10, for work on Snake and Cypress Creek Canals, April, 1913	8,926.65
Geo. H. Crafts & Company, account Estimate No. 12, for work on Lock No. 1, Miami Canal, April, 1913	816.00
J. H. Jacobie, Dredge Inspector, April, 1913 ..	60.00
Dillon, Thompson and Clay, Legal services in consultation relative to Drainage Bill, bill of May 15, 1913	1,000.00

J. E. Hyatt, Board and Lodging for two men, in party resounding Snake Creek Canal, bill of May 1, 1913	4.10
T. B. McGahey, Lumber furnished M. L. Heiss, bill of May 10, 1913	18.66
R. C. Hicks, Expenses in establishing Sea Level Bench Mark for Level Reference, bill of April 30, 1913	60.00
Drake Lumber Company, Lumber furnished M. L. Heiss, bill of May 3, 1913	6.25
B. G. Ball, Hire of launch account inspection Lock in New River Canal, bill of Feb. 28, 1913	18.00
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	\$ 17,909.66

The following report was made by Mr. F. C. Elliott, Acting Chief Drainage Engineer, in regard to resuming work on Snapper Creek Canal:

When work on Snapper Creek was temporarily abandoned in October last, it was then contemplated that work should be resumed on Snapper Creek as soon as one of the other canals,—Snake or Cypress Creek—should be completed. Snake Creek Canal is now completed, and the dredge which operated therein is available for work on Snapper Creek.

In regard to resuming work on Snapper Creek, I wish to advise that the place at which the canal was abandoned is just east of the railroad, and the first step necessary would be the opening of the track to permit the passage of the dredge. The present plan provides for extending the canal only two miles further westward than it now is, and these two miles, if completed, will still lack four miles of reaching the Glades. In order to provide relief for Glades lands, Snapper Creek Canal should be extended at least eight miles westward from its present terminus. The extension of only two miles would benefit very little

additional territory and will provide no outlet for the Glades.

When the extra expense of twice opening up the railroad track is considered for this unimportant work, I do not believe that resuming work on this canal will be justified until the Trustees will be in a position to extend the canal as above outlined. The dredge has not been ordered to Snapper Creek for the above reasons.

Hon. J. C. Cooper, representing Mr. R. J. Bolles, appeared before the Trustees and made the following request:

1. That the Board would execute a release of certain lands from the mortgage of R. J. Bolles to the Trustees, which written release is herewith submitted together with two letters from A. W. Gain to John C. Cooper, showing the payment on account of which such release is requested, and the difference in the description in this release from that heretofore submitted to the Board.

2. The parties having in charge the office of Mr. R. J. Bolles in Jacksonville, Florida, suggested to Mr. J. C. Cooper to also present to the Board a request for an arrangement being made by which sales of lands can be made by R. J. Bolles and released in five sections or more procured from the Trustees and an agreed percentage of the proceeds paid to the Trustees on account of the indebtedness of Mr. Bolles to the Trustees.

3. That a certified copy of the resolution authorizing the reassignment by the Trustees to R. J. Bolles of an interest in a certain fund deposited by R. J. Bolles in a bank in Colorado Springs, Colorado, be prepared by the Secretary of this Board and delivered to R. J. Bolles or to J. C. Copper for him.

Sections 1 and 2 of this request were laid aside for further consideration and the following resolution was unanimously adopted with reference to Section 3 of the above request:

BE IT RESOLVED, By the Trustees of the Internal

layed for a few weeks to enable us to determine the value of an idea which both of my colleagues agree with me in thinking of considerable merit." The Secretary was instructed to write Mr. Randolph to kindly let the Trustees have his suggestion with reference to this work as soon as possible, because they were under contract with the National Construction Company to commence the work of excavation of said canal on the 1st day of July, 1913, and they might have to take the matter of his suggestion up with the said Construction Company.

Mr. Tilghman appeared before the Trustees relative to the purchase of the Cypress Timber in Sections 6 and 7, Tp. 16 S., R. 29 E., and made the Trustees an offer for same. It was unanimously decided by the Trustees not to accept Mr. Tilghman's offer, but to advertise the Cypress timber on said land in two papers, one published in Palatka and one published in DeLand, for two issues, bids to be opened for same on the 6th day of June, 1913, at 10 o'clock A. M., the Trustees reserving the right to reject any and all bids. Whereupon the Secretary was ordered to place an advertisement in the two papers, one published in Palatka and one published in DeLand.

Upon motion it was agreed that as Mr. Tilghman had made several trips to Washington, D. C., in connection with securing a patent to the above land for the State, and had spent considerable time in locating same, he should be paid the sum of \$750.00 for such services.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 23, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 W. A. McRae, Commissioner of Agriculture.

The Acting Chief Drainage Engineer presented the bill of the Miami Engineering & Construction Company for expense incurred on account of time lost by their dredge in going through the F. E. C. Railroad at Snake Creek, in the sum of \$1,353.00. It was decided, in view of all the circumstances connected with the delay of the passing of such dredge, that the sum of \$1,000.00 was a fair and equitable compensation, and the Acting Chief Drainage Engineer was instructed to approve the bill for that amount.

The following resolution was unanimously adopted:

RESOLVED, That the Trustees of the Internal Improvement Fund of the State of Florida, in making payments for work in the restoration of the Florida Coast Line Canal, from St. Augustine to Biscayne Bay, draw checks on the Special Fund of \$75,000.00 on deposit in the First National Bank of St. Augustine for such purpose. Said checks to be signed by the Secretary and countersigned by the Governor, Chairman of the Trustees of the Internal Improvement Fund.

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

Miami Engineering & Construction Company, expense incurred account of delay in dredge passing through F. E. C. Railroad at Snake Creek, March 19 to April 19, 1913.	\$ 1,000.00
Miami Engineering & Construction Company, for bridge work, bill of May 15, 1913.	746.80

T. F. West, expenses trip to New York for consultation regarding Drainage Bill, May 1 to 10, 1913.....	107.75
W. H. Ellis, expenses trip to New York for consultation regarding Drainage Bill, May 1 to 10, 1913.....	108.55
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	\$ 1,963.10

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor. ✶
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 26, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Messrs. Tatum, of the Miami Land & Development Co., appeared before the Trustees relative to the marsh and mangrove flats lying between lands owned by them in T. 55 S., R. 41 E., and tide water, and requested the Trustees to make some arrangement whereby they could purchase or secure title from the State to such marsh and mangrove flats. No action was taken by the Trustees, as the Commissioner of Agriculture had applied to the U. S. Government for patents to these marsh lands, and as

yet no action had been taken by the Government in regard thereto.

Messrs. Tatum stated that they were at work excavating a canal about 8 miles long and 30 feet wide through their lands, and that such canal would benefit over a thousand acres of land owned by the Trustees, and asked the Trustees to aid in the construction of the canal. It was decided by the Trustees to have the Acting Chief Drainage Engineer to investigate the proposition at an early date and report to them the value and benefits to be derived from the construction of the above mentioned canal, so that the Trustees would be in position to take some action.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 31, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following letter from Mr. Isham Randolph, Chairman of Everglades Engineering Commission, was read and ordered spread upon the minutes:

"Miami, Fla., May 29, 1913

Mr. J. Stuart Lewis, Secretary,
The Internal Improvement Fund State of Florida,
Tallahassee, Florida.

Dear Sir:

Yours of the 20th inst. reached me in Washington on the 23rd instant. After giving our suggestion on the delay in beginning the work on the Palm Beach Canal more careful consideration, I am of the opinion that with the meager information now at hand we are not justified in asking you to delay that work. It will be some weeks before we can secure from our survey parties the requisite data upon which to base a definite recommendation.

Yours very truly,
(Signed) Isham Randolph, Ch'm'n.

Mr. Thomas E. Frederick having made a report upon the land located in Section 35, T. 55, R. 39, and Section 22, T. 51, R. 41, the Trustees decided that they could not accept the price offered for same by Mr. Geo. R. Lindsey and C. M. Howell.

The Acting Chief Drainage Engineer reported that work on West Palm Beach Canal would begin on July 1st, and as it was to begin at the eastern end and be conducted towards Lake Okeechobee, it would be necessary to construct a lock, or controlling work, between Lake Clark and Lake Worth, and he suggested that the lock site be located in advance of the canal excavation, and to have the canal excavated as far as such lock site, and cause the excavation to be made at the site to be down grade and adequate for receiving the structure, and the contractor be required to throw a dam across the canal above the lock site: When the dam has been constructed the dredge is then to cut a canal entirely around one side of the lock pit, at a sufficient distance to leave the lock site undisturbed. It was decided that the above plans be followed as suggested.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as counsel, May, 1913....	\$ 208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept., May, 1913.....	150.00
Mary Herring, salary as stenographer, May, 1913	100.00
J. Stuart Lewis, salary as Secretary, May, '13	150.00
F. C. Elliot, salary as Acting Chief Drainage* Engineer, May, 1913.....	250.00
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	\$ 858.33

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Fla., June 7, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bids were submitted for the purchase of the Cypress timber located in Sections 6 and 7, of Township 16 S., R. 29 E., as per minutes of May 19, 1913:

John F. Culp, DeLand, Florida, bid \$800.00 with request that 20 years be allowed him in which to remove the timber;

Browning Lumber Company, of East Palatka, Florida, bid \$1,300.00;

Jas. W. Perkins, of DeLand, Florida, bid \$3,500.00 and requested five years in which to remove the timber;

W. J. Oven, Attorney for *Julian Paul*, Jacksonville, Florida, bid \$3,850.00 and requested five years in which to remove the timber;

Bentley F. Reinhart, Jacksonville, Florida, bid \$5,140.00 and requested four years in which to remove the timber.

N. J. Tilghman, of Palatka, Florida, bid \$5,200.00 and requested five years in which to remove the timber, and that in case he was unable to remove the timber in five years, he was to have an extension of time in which to remove the same, from year to year, for a period of five years, upon condition that he shall pay therefor the sum of Two Hundred Dollars each year, the same to be paid in advance at the beginning of each year, and it was resolved that the bid of *N. J. Tilghman* be accepted and *Mr. Tilghman* be so advised.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary

Tallahassee, Fla., June 1, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,

The following bills were presented, approved and ordered paid:

J. C. Luning, expenses incurred on trip to Jacksonville on business for the Trustees, June 10-12, 1913	\$ 15.10
The Volusia County Record, publishing notice of Cypress Timber for sale in Secs. 6 and 7, Tp. 16 S., R. 29 E., bill of May 30, 1913.....	2.25
N. J. Tilghman, services in securing information relative to land in Township 16, Range 29, as per understanding with the Trustees.....	750.00
Western Union Tel. Co., bill for May, 1913.....	8.64
Remington Typewriter Company, 1 Coupon Book for 1 doz. Ribbons, bill of May 23, 1913.....	7.00
J. W. Corbett, Filing Racks, boxes, indexes, etc., account office of Secretary, bill of March 1, 1913	16.80
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	\$ 799.79

The following bills, for work on Florida Coast Line Canal, were presented and approved, and the Secretary instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine, to the credit of the Trustees, for the carrying on of this work:

Ben Johnson, for estimate No. 1, excavation in the Tomoka Basin, 11,387 cu. yds., at 14½ cents.....	\$1,651.12
1,616 cu. yds. 2nd Shoal south of Ormond, at 14½ cents.....	234.32
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	\$1,885.44
Less retained per cent.....	188.54—\$1,696.90

Glenn V. Scott, Asst. Engr., salary 19 days, at \$125.00 per month, May, 1913.....	76.61
J. D. Weems, Levelman, salary 15 days, at \$90.00 per month, May, 1913	44.55
J. L. Hays, Inspector, salary 12 days, at \$80.00 per month, May, 1913	30.96
Lonnie Howard, Rodman, salary 5 days, at \$2.50 per day, May, 1913.....	12.50
S. L. de Crom, hire of launch, 18 days, at \$8.00 per week, May, 1913.....	20.57
Trustees of the Internal Improvement Fund, bill of June 1, 1913, reimbursement for bills for advertising for excavation work.....	16.50
Charles M. McDonald & Sons, boat for Glenn V. Scott, bill of May 20, 1913.....	15.00
Seabloom Bros., supplies furnished Glenn V. Scott, bill of May, 1913.....	4.97
James E. Francis Company, supplies furnished Glenn V. Scott, bill of May 31, 1913.....	3.95
C. F. Hamblen, material furnished Glenn V. Scott, bill of May 23, 1913.....	23.10
The Hefty Press, printing dredge reports, bill of June 1, 1913	2.50
Southern Express Company, bill of May 31, 1913 .....	.59
Western Union Telegraph Company, bill of May 31, 1913 .....	.97
Chicago Steel Tape Company, 1 steel tape, bill of May 31, 1913	3.75
The H. & W. B. Drew Company, 1 level book for Glenn V. Scott, bill of May 28, 1913	\$ 3.25
1 leveling rod for Glenn V. Scott, bill of May 30, 1913.....	15.00—
	18.25

Glenn V. Scott, expense account for May, 1913,	
R. R. ticket and Pullman to Ormond, \$19.55;	
stakes and Tide Gauges, \$7.41; flag cloth and	
paint brushes, \$1.55; stakes and Tide Gauges,	
\$6.04; 6½ weeks board, \$65.00.....	99.28
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	\$2,070.95

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

R. C. Hicks, to expenses incurred during April, 1913	\$	9.70
R. C. Hicks, to expenses incurred during May, 1913		6.65
R. C. Hicks, to subsistence furnished party, May, 1913.....	\$191.00	
Subsistence furnished self and Asst., May 8-31, 1913	11.90—	202.90
R. C. Hicks, salary as Asst. Engr., May, 1913...		125.00
S. M. Hicks, launch and levelman, May, 1913...		75.00
Dave Shannon, Cook, 5 days, at \$40.00 per month, May, 1913		6.67
J. E. Davis, Rod and Chainman, 27 days, at \$2.00 per day, May, 1913		54.00
E. A. Croucher, Rod and Chainman, 5 days at \$2.00 per day, May, 1913.....		10.00
W. T. Russ, Foreman, May, 1913.....		75.00
Tom Pool, driller, 27 days, at \$2.00 per day, May, 1913		54.00
W. D. Cook, driller, 18 days, at \$2.00 per day, May, 1913		36.00
A. H. Harmon, Driller, 12 days at \$2.00 per day, May, 1913		24.00
H. C. Cooper, Driller, 12 days at \$2.00 per day, May, 1913		24.00

E. L. Mott, Driller, 12 days at \$2.00 per day, May, 1913	24.00
H. H. King, Driller, 12 days at \$2.00 per day, May, 1913	24.00
F. P. Wood, Cook, May, 1913	40.00
J. H. Jacobie, Dredge Inspector, May, 1913.....	60.00
Thos. E. Frederick, to hire of motor cycle 1 mo. \$22.50; board for self, inspector and helper, May, 1913, \$53.00; Amt. paid Electric Blue Print Co., \$1.50	77.00
Thos. E. Frederick, Asst. Engr., May, 1913.....	125.00
D. A. Smith, Inspector, May, 1913	60.00
A. W. Frederick, Inspector, May, 1913	60.00
E. Quarterman, Helper, May, 1913	50.00
Glenn V. Scott, Subsistence furnished party on preliminary survey Lake Okeechobee to Lake Worth, May, 1913	57.00
Glenn V. Scott, miscellaneous expenses incurred in preliminary survey Lake Okeechobee to Lake Worth, May, 1913	47.34
Glenn V. Scott, Asst. Engr., 12 days at \$125.00 per month, May, 1913	48.39
J. D. Weems, Levelman, 12 days at \$90.00 per month, May, 1913	34.84
Lonnie Howard, Rodman, 16 days at \$2.50 per day, May, 1913	40.00
J. A. Boyd, Chainman, 9 days at \$2.00 per day, May, 1913	18.00
W. W. Myers, Chainman, 11 days at \$2.00 per day, May, 1913	22.00
Elijah Brown, Cook, 1 day at \$40.00 per month, May, 1913	1.29
H. A. Carlisle, Team, 11 days at \$175.00 per month, May, 1913	64.03
M. L. Heiss, Expense account for April and May, 1913	35.00
M. L. Heiss, Salary as Lock Inspector, May, 1913	90.00

H. M. Forman, Lock Tender, May, 1913.....	45.00
F. C. Elliott, Expense account for May, 1913; Janitor, \$16.70; Ice, \$1.35	18.05
G. D. Curtis, Asst. Engr., May, 1913	125.00
J. E. Downing, Clerk, May, 1913	65.00
Furst-Clark Construction Company, meals furnished State men on dredges, May, 1913	\$ 34.25
Miscellaneous meals furnished State men on different dredges, Mar. 18, 19, April 1-30, 1913	30.50— 64.75
The Hefty Press, printing 50 daily reports of work on dredges, bill of June 1, 1913.....	.50
Smith's Book Store, supplies furnished Thos. E. Frederick, bill of June 1, 1913	9.57
The H. & W. B. Drew Company, supplies furnish- ed office Acting Chief Drainage Engr., bill of June 7, 1913	2.90
Johnson & Co., to construction of bridge across Cypress Creek, at Pompano	375.57
Capital City Bank for T. J. Appleyard, supplies for Acting Chief Drainage Engr., bill of May 1, 1913	29.50
Mrs. G. A. Kunze, board Inspector Cypress Creek Canal, May, 1913	25.00
Termaat & Monahan Co., supplies for Marine Motor, bill of April 16, 1913.....	10.20
Lake Worth Mercantile Co., supplies furnished Engr. Hicks, bill of April 30, 1913	13.66
Fort Lauderdale Garage and Machine Co., sup- plies furnished Engr. Hicks, bill of May 1, 1913	11.30
Dade Lumber Company, lumber furnished Engr. Hicks, bill of April 8, 1913, \$3.08, and bill of April 19, 1913, \$1.50	4.58
Frank T. Budge Co., supplies furnished Engr. Hicks, bill of May 1, 1913	6.90

The McCrimmon Lumber Company, lumber furnished Engr. Thos. E. Frederick, bill of June 1, 1913		3.85
Baker & Holmes Company, 200 sax Cement, bill of May 27, 1913	\$ 112.50	
600 sax Cement, bill of May 28, 1913	330.00	442.50
Florida Rock Company, delivering 600 sax Cement to lock at 7c per sax, bill of May 10, 1913		42.50
I. E. Schilling Co., delivering sand and cement to lock, bill of May 31, 1913		100.57
Middle Florida Ice Company, Ice for office Acting Chief Drainage Engineer, bill of June 2, 1913		1.85
H. R. Kaufman, typewriting supplies furnished Acting Chief Drainage Engineer's office, bill of June 2, 1913		1.85
Alex McDougall, P. M., stamps account Trustees, bill of May 31, 1913	\$ 1.08	
Stamped Envelopes account Trustees, bill of May, 1913	21.24	22.32
Western Union Tel. Co., bill account Acting Chief Drainage Engr's. office, May, 1913.....		8.58
Southern Express Company, bill for May, 1913..		.26
Miami Engineering & Construction Co., Estimate No. 11, for work of excavation on Auxiliary Canals, May, 1913.....		5,278.32
A. B. Sanders, Estimate No. 1, for removing silt from mouth of Miami River, May, 1913.....		1,241.00
Geo. H. Crafts & Co., Estimate No. 13, work on Lock No. 1, Miami Canal, May, 1913.....		1,123.70
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		\$10,754.99

Financial Statement and Disbursements for May, 1913, were read and approved and ordered spread upon the minutes:

Financial Statement, May, 1913.

To bal. on hand May 1, 1913.....	\$92,902.39	
To reimbursement from Board of Drainage Commissioners for amounts expended in drainage operations	70,467.64	
To check from Tax Collector of Dade County	96.00	
To check from McCall & Small for trespass on State lands.....	1,249.00	
To land sales for May, 1913.....	925.47	
To interest on deposits first quarter	131.77	
To sale of Minutes, May, 1913...	1.75	
To sale of Minutes, May, 1913.....	1.75	—165.774.02
		<hr/>
To Disbursements for May, 1913..	32,786.81	
By Overdrafts paid.....	68,943.77	—101,730.58
		<hr/>
To balance on hand June 1, 1913..		\$64,043.44

RECONCILEMENT.

To cash and cash items in hands of Secretary	\$ 1,000.00	
To cash in banks.....	63,043.44	—\$64,043.44
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Distributed in the following banks:

Florida National Bank, Jacksonville, Fla....	\$ 31,982.90
Barnett National Bank, Jacksonville, Fla....	2,081.62
First National Bank, Tallahassee, Fla.....	2,147.15
Pioneer Bank, West Palm Beach, Fla.....	12,578.12
Bank of Palm Beach, W. Palm Beach, Fla....	14,253.65
	<hr/>
	\$ 63,043.44

Disbursements for May, 1913.

1913 Date.	No. of Voucher.	Amount.
May 1	2964—W. H. Ellis, salary as counsel, April, 1913.	\$ 208.33
May 1	2965—C. B. Gwynn, salary as Chief Clerk, Land Dept., April, '13	150.00
May 1	2966—Mary Herring, salary as stenographer, April, '13. . . .	100.00
May 1	2967—J. Stuart Lewis, salary as Secretary, April, 1913.	150.00
May 1	2968—T. R. Hodges, copy of evidence <i>in re</i> Palgrave Co. v. Trustees, U. S. Court, bill of March 27, 1913.	11.50
May 1	2969—T. F. West, expenses of trip to Pensacola <i>in re</i> Wailes v. Gilchrist, Governor, <i>et al</i> , as Trustees, bill of Apr. 28, '13	21.90
May 14	2970—Atlantic National Bank, for 60 days interest on \$5,000.00 note issued March 17, '13	58.33
May 14	2971—Barnett National Bank, for 60 days interest on \$15,000.00 note issued March 17, 1913.	175.00
May 14	2972—First National Bank of Tallahassee, for 60 days interest on \$10,000.00 note issued March 17, 1913.	116.67
May 14	2973—Isham Randolph, Chairman Everglades Engineering Commission, amount paid account Board of Drainage Commissioners in accordance with their agreement of April 30, 1913, with said Isham Randolph	7,500.00

Date.	No. of Voucher.	Amount.
May 16	2974—Furst - Clark Construction Co., account Estimate No. 34 for work of excavation in Everglades, April, 1913.....	8,263.08
May 16	2975—Furst - Clark Construction Co., account Estimate No. 34, for work of excavation in Everglades, April, 1913....	16,000.00
May 30	2976—R. B. McLendon, Tax Collector Dade County, Drainage Taxes for 1912.....	32.00

The Secretary read a letter from the National Construction Company requesting the Trustees and Board of Drainage Commissioners to grant them permission to sub-let their contract for the West Palm Beach Canal, and after due consideration, the Secretary was instructed to write the above Company that before approving of their plan for sub-letting this work, the Trustees would like to examine a draft of the proposed contract, and be advised as to the parties with whom they intended to contract and as to the character of the security to be furnished for the faithful performance of the work, as they think that in view of the importance of the work and the public nature of it that it is important for them to examine into these matters before expressing their approval of the sub-contract.

A letter from Mr. J. L. Billingsley, of Miami, Florida, requesting the Trustees to grant permission to Mr. J. D. Godman to remove 1,000 yards of rock from the Miami Canal banks for street paving, was read. It was decided by the Trustees, that, as they had refused numerous other applications of a similar nature, they could not consistently grant the request, but should Mr. Godman desire to purchase the rock and would agree to take it

from the banks as directed by the Trustees, they would consider an offer for same.

The matter of releasing lands of Mr. R. J. Bolles on which the Trustees hold a mortgage, which was presented to the Trustees at a former meeting of the Trustees by Hon. John C. Cooper, was taken up, and Mr. Luning reporting that when in Jacksonville he had had an interview with Mr. Cooper's son and made a proposition that the Trustees would release lands to Mr. Bolles, contained in the mortgage given by Mr. Bolles to the Trustees, of 50 per cent. of the amount received by said Bolles from the sale of said lands, provided that in no event should the amount paid per acre to the Trustees by said Bolles be less than Eight Dollars (\$8.00) per acre.

Upon motion, it was unanimously voted to concur in the proposition as outlined above, and the Secretary was directed to so inform Hon. J. C. Cooper, sending copy of his letter to Mr. Bolles' Secretary, the Trustees not knowing Mr. Bolles present post office address.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., June 16, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Estimate No. 35, of the Furst-Clark Construction Company, for work of excavation in the Everglades during May, 1913, showing 50,206 cubic yards of earth excavation and 94,132 cubic yards of rock excavation, which at 8 and 20 cents per cubic yard, respectively, amounts to \$22,842.88, was presented and ordered paid, less the 12th payment on dredges, due June 25th, 1913, \$12,083.32, which would leave a balance of \$10,759.56.

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

Miami Engineering and Construction Company, Estimate No. 11, for work of excavation on Auxiliary Canals, May, 1913.....	\$5,278.32
A. B. Sanders, Estimate No. 1, for removing silt from mouth of Miami River, May, 1913.....	1,241.00
Geo. H. Crafts & Company, Estimate No. 13, work on Lock No. 1, Miami Canal, May, 1913..	1,123.70
	\$7,643.02

Report of the work accomplished during May, 1913, was read and ordered spread on the minutes, as follows:

During the month two dredges operated on main drainage canals. The dredge Miami continued digging rock in the South New River Canal, there remaining approximately six miles to dig before completing rock excavation to the Miami Canal.

The dredge Caloosahatchee continued operations in the Hillsboro Canal and made good progress for the month. There remained three and one-half miles on June 1st to be dug before connecting with the lower section of the canal.

On the Auxiliary Canals one dredge operated: Cypress Creek Canal was advanced three-fifths of a mile. There remains of this canal approximately one and one-half miles to be dug before reaching the point to which it was originally planned to open the same.

The dredge engaged in cleaning out the Miami River advanced 340 feet during the twelve days which it operated.

On the Miami Lock No. 1 the concreting on the lock chamber was completed and work on hanging gates begun.

On the Florida Coast Line Canal two dredges operated—one beginning at the north end of Tomoka Basin and working southward; the other worked on shoals near Ormond.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., June 18, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

It was unanimously decided that the Trustees should renew the 60-day notes made on April 18, 1913, to the Atlantic National Bank and the Barnett National Bank in the sum of \$15,000.00 each for another 60 days, and the First National Bank of Tallahassee, Fla., for \$10,000.00 for 90 days, and the Secretary was instructed to draw such notes in lieu of the notes of April 18, 1913, same to

bear interest at 7% per annum, and to draw checks in payment of interest due, as follows:

Barnett National Bank, 60 days' interest on \$15,000.00, at 7%.....	\$ 175.00
Atlantic National Bank, 60 days' interest on \$15,000.00, at 7%.....	175.00
First National Bank, Tallahassee, 60 days' interest on \$10,000.00, at 7%.....	116.70
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	\$ 466.70

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., June 21, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following bill was presented, approved and ordered paid on account of the Board of Commissioners:

Isham Randolph, Chairman Everglades Engineering Commission, for sundry expenditures on account of the work of the Everglades Engineering Commission during May, 1913, as per voucher No. 1.....\$1,713.35

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

—
Tallahassee, Fla., June 23, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

A letter was read from Mr. Thos. E. Will, enclosing certified check for \$1,608.00, with request that deed be issued to him for the N $\frac{1}{2}$ of Sw $\frac{1}{4}$ of Sec. 35, Tp. 44 S., R. 36 E., containing 80 acres, in accordance with agreement entered into on the 6th day of February, 1913, the consideration being \$20.00 per acre, with 30 days' interest at 6%, whereupon the Commissioner of Agriculture was requested to prepare deed to Thos. E. Will, embracing the above described land.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, June 27, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

The Acting Chief Drainage Engineer made a report on inspection of work in the Everglades and recommended that a survey be made for the proposed extension of Cypress Creek Canal, and, upon motion, such survey was authorized. He also recommended that the shed at Fort Lauderdale be boarded up so that it may be used as a store house for State supplies. Upon motion, it was agreed that this shed be fitted up for a store house, and the Acting Chief Drainage Engineer was instructed to secure bids for the work and submit same to the Trustees. He also stated that the launches used in the work were in bad repair, and recommended their repair, and the Trustees ordered that such repairs be made. The present small motor boat was reported as being worthless. Whereupon it was ordered that the Acting Chief Drainage Engineer secure prices on a new boat and submit same to the Board. It was reported that the transits in use were in need of overhauling and adjusting, and it was ordered that such transits and levels as were necessary in the work be repaired.

Upon the recommendation of the Acting Chief Drainage Engineer, the placing of an extra intake and outlet valve in the Miami Lock No. 1, was also authorized, also the construction of a surface discharge sluice gate in addi-

tion to the under water gates now provided for the same lock.

The matter of disposing of rock and sand from the canal spoil banks was discussed and it was recommended that bids for such material be secured from would-be purchasers for consideration.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, June 30, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

A telegram was read from Mr. Meo Webb, Secretary of the National Construction Company, requesting written permission to sub-let West Palm Beach Canal. The Secretary was instructed to write Mr. Webb that the matter had been thoroughly discussed with Mr. Rousseau and to confer with him as to arrangements agreed to by the Trustees.

A letter from Furst-Clark Construction Company was read, relative to the 12th payment on dredges and the Construction Company's claim for damages against the Trustees, whereupon the Secretary was instructed to write the Construction Company that an investigation

was being made as to the responsibility of the Trustees for such damages. That such investigation had been delayed on account of the session of the Legislature and other important matters, but would now receive immediate attention.

A blue print of the proposed form of two sluice-ways to be installed by the Everglades Land Sales Company, through South New River Canal banks, as granted at a meeting held April 3, 1913, was presented by the Acting Chief Drainage Engineer, and, upon motion, the plans were accepted and approved, subject to the following plans and regulations as suggested by the Acting Chief Drainage Engineer:

"The sluice represented by the accompanying plan is satisfactory on the following conditions:

"That water discharged into the main canal by the sluices shall have its surface on the sluice-way substantially the same as the water surface in the canal.

That the sump in the intercepting canal, at the intake of the sluice-way, be not less than 200 feet long and 50 feet wide on the bottom, and that the bottom of the same be at least 3 feet below the bottom of the sluice-way.

That the Company maintain the efficiency of the sump.

That the Company assume all liability for damage which may be caused to the main canal, or spoil bank, on account of said sluice-way, or the failure of the same.

That the location of all these sluices shall be subject to the approval of the Trustees."

The following bills were presented, approved and ordered paid:

W. H. Ellis, Salary as Counsel, June, 1913,	\$ 208.34
C. B. Gwynn, Salary as Chief Clerk, Land Dept., June, 1913	150.00

Mary Herring, Salary as Stenographer, June, 1913	100.00
J. Stuart Lewis, Salary as Secretary, June, 1913	150.00
	\$ 608.24

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., July 9, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Dr. E. C. Chambers appeared before the Trustees relative to his failure to pay certain amounts due by him on lands purchased by him on the 25th of May, 1912, and asked that the acreage be reduced and payments be arranged in such manner as will be convenient for him to pay. Whereupon the Trustees entered into the following agreement:

THIS AGREEMENT, Made and entered into between Park Trammell, Governor; Thomas F. West, Attorney General; W. V. Knott, Comptroller; J. C. Luning, State Treasurer, and W. A. McRae, Commissioner of Agricul-

ture, of the State of Florida, constituting the Trustees of the Internal Improvement Fund of the State of Florida, hereinafter referred to as "The Trustees," of the one part, and E. C. Chambers, of Kansas City, in the State of Missouri, of the other part.

WHEREAS, Heretofore, on the 17th day of November, A. D. 1910, the Trustees of the Internal Improvement Fund of the State of Florida, as then constituted, and the said E. C. Chambers entered into an agreement whereby the Trustees agreed to sell and the said Chambers agreed to purchase certain lands in said agreement particularly described and set forth; and

WHEREAS, On the 25th day of May, A. D. 1912, the Trustees of the Internal Improvement Fund of the State of Florida, as then constituted, and the said E. C. Chambers entered into a modified agreement respecting said lands, in which said modified agreement the acreage of lands referred to and described in the original agreement was reduced, and the payments to be made therefor by the said Chambers, changed so as to change the dates and amounts to be paid by the said Chambers, the price per acre for said land, as stated in the original agreement, not having been modified or changed; and

WHEREAS, The said E. C. Chambers has not made the payments provided for in the said modified agreement and has represented to the Trustees that such failure is and has been due to the difficulties which have recently arisen to the sale of Everglades land, and not to any desire or intention on his part to abandon said agreement; and

WHEREAS, The said E. C. Chambers has proposed to continue the payments to the Trustees for said lands described in said modified agreement in monthly payments of such sums as will be convenient for him to pay, and to reduce the acreage of lands from that described in said modified agreement; and

WHEREAS, The said E. C. Chambers has paid to the Trustees on account of the purchase of the lands described

in said modified agreement the sum of Ninety Thousand Dollars (\$90,000.00), but has received from the Trustees a deed to three hundred and twenty (320) acres of land on the basis of Fifteen Dollars (\$15.00) per acre, leaving a credit to be applied on the purchase of said lands described herein, under the terms of this agreement, of the sum of Eighty-five Thousand Two Hundred Dollars (\$85,200.00); and

WHEREAS, The parties to this agreement have mutually agreed to change and alter the terms of said original and modified agreements, and in lieu thereof to enter into an agreement respecting said lands and define the rights and obligations of the respective parties in regard thereto in substitution of said original and modified agreements.

NOW, THEREFORE, This agreement witnesseth, that the lands contracted to be sold by the Trustees to the said E. C. Chambers, and which the Trustees hereby agree to convey are described as follows, to-wit: All of Section Eighteen (18), Township Forty-nine (49), Range Forty-one (41), and the East half and southwest quarter of Section Twenty (20), Township Forty-nine (49), Range Forty-one (41), and all of Sections Twenty-four (24), Twenty-six (26), Thirty-four (34) and Thirty-six (36), in Township Forty-nine (49), Range Forty (40); also all of Section Two (2) lying north of the North New River Canal, in Township Fifty (50), Range Forty (40); also all of Sections Thirtytwo (32) and Thirty-six (36), in Township Fifty (50), Range Forty (40), and all of Section Twenty-eight (28), lying south of the South New River Canal, in Township Fifty (50), Range Forty (40); also the East half and the Northwest quarter of Section Six (6), Township Fifty-one (51), Range Forty (40), and Sections Four (4), Eight (8), Eighteen (18), Twenty (20), Thirty (30) and Thirty-two (32), in Township Fifty-one (51), Range Forty (40); also Sections Six (6), Eight (8), Eighteen (18), Twenty (20), Twenty-two (22),

Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-four (34) and Thirty-six (36), in Township Fifty-two (52), Range Forty (40); also Section Thirty-two (32), Township Fifty-two (52) Range Forty (40), all the above named Townships and Ranges being South and East, respectively. The above described lands being described according to the map or plat adopted the Trustees of the lands embraced in the Everglades Patent from the United States to the State of Florida.

That the said purchaser, E. C. Chambers, hereby promises and agrees to pay to the Trustees the price of Fifteen Dollars (\$15.00) per acre for said lands, except as hereinafter specified, and there shall be credited upon the purchase price thereof the said sum of Eighty-five Thousand Two Hundred Dollars (\$85,200.00), and that the remainder of said purchase price shall be paid by the said E. C. Chambers to the Trustees in installments, as follows, to-wit: Five Thousand Dollars (\$5,000.00) cash at the time of signing this agreement, the receipt of which is hereby acknowledged; and on August 1st, 1913, Fifteen Hundred Dollars (\$1,500.00), and on the first of each month for five consecutive months thereafter the sum of Fifteen Hundred Dollars (\$1,500.00); on February 1st, 1914, Twenty-five Hundred Dollars (\$2,500.00), and on the first of each month for five consecutive months thereafter the sum of Twenty-five Hundred Dollars (\$2,500.00); on August 1st, 1914, Three Thousand Dollars (\$3,000.00), and on the first of each month for five consecutive months thereafter the sum of Three Thousand Dollars (\$3,000.00); on February 1st, 1915, the sum of Four Thousand Dollars (\$4,000.00), and on the first of each consecutive month for five consecutive months thereafter the sum of Four Thousand Dollars (\$4,000.00); on August 1st, 1915, Five Thousand Dollars (\$5,000.00), and on the first of each consecutive month thereafter the sum of Five Thousand Dollars (\$5,000.00) up to and including Dec. 1st, 1916, and on January 1st, 1917, the balance remaining unpaid shall

be due and payable. That the time fixed in this agreement for the payment of said installments and the additional payment hereinafter provided to be made is hereby agreed to be of the essence of this agreement.

It is hereby mutually agreed between the parties to this agreement that if the said E. C. Chambers shall make default in the payment of any one of the above mentioned installments, or additional payments hereinafter provided to be made by the said Chambers to the said Trustees, that this agreement shall be considered breached by the said Chambers, and that the Trustees may thereupon convey to him out of the lands above described such quantity or number of acres thereof which, at the price of Twenty Dollars (\$20.00) per acre shall amount to the sum paid by the said E. C. Chambers at the date of said breach, less such sum for which lands shall have been conveyed to said E. C. Chambers, each acre conveyed shall be as for the sum of Twenty Dollars (\$20.00) per acre; it being the intention of this agreement that in the event of a breach thereof by the said E. C. Chambers, as hereinbefore stated, and any lands less than the total acreage herein described should be conveyed as herein provided, the consideration therefor shall be at the rate of Twenty Dollars (\$20.00) per acre and not Fifteen (\$15.00) per acre; and the said E. C. Chambers shall have the right to select therefrom such lands as he shall desire to be conveyed to him at said price of Twenty Dollars (\$20.00) per acre.

It is further agreed between the parties hereto that all deeds to be executed by the Trustees to any lands herein described shall contain the usual clauses reserving to the Trustees the right-of-way for such canals as may be constructed by the State or its authority.

It is further agreed that the said E. C. Chambers shall pay the drainage taxes upon the lands herein described that may now be levied and assessed against said lands and such other drainage taxes as shall be levied and assessed against said lands during the life of this agreement,

beginning with the assessment for the year 1913; and if he should fail to pay such drainage taxes, or any part thereof, before the expiration of the time allowed by law for the payment of same, then this agreement shall be deemed to have been breached by the said E. C. Chambers and the consideration for said lands shall be and is hereby in that event fixed at Twenty Dollars (\$20.00) per acre, and the Trustees may elect to adopt the same remedy as provided for in case of failure to make payment of the aforesaid installments and additional payments.

The said E. C. Chambers hereby promises and agrees to pay, in addition to the monthly installments herein provided to be paid by him to the Trustees, such further monthly payments on the first day of each month hereafter to the said Trustees on account of the purchase price of said land as the business of the said E. C. Chambers, doing business as Chambers Land Company, will allow after paying the necessary fixed and incidental expenses of such business, which additional payments shall be credited upon the last installments provided herein to be made, and the said Chambers shall cause to be made to the Trustees monthly statements on the first of each month hereafter during the life of this contract, of the receipts and disbursements of such business, it being understood and agreed that the office and administrative expenses of conducting said business shall not exceed the average of Fifteen Hundred Dollars (\$1,500.00) per month. That nothing in this clause contained shall be construed to modify or reduce the monthly installments hereinbefore provided by the said Chambers to be paid to the Trustees, nor to authorize any sub-purchaser or contractor with the said Chambers to demand of the Trustees a deed to any land purchased of or contracted to be purchased from the said Chambers. If the said Chambers shall make default in the making of said report for any month, or otherwise fail to comply with any agreement in this clause on his part to be performed, then

said agreement shall be considered breached by the said Chambers and the said Trustees may elect to adopt the same remedy as provided for in case of failure of the said Chambers to make payment of the aforesaid monthly installments.

The said E. C. Chambers shall have the right at any time prior to the completion of the payments hereinbefore provided by him to be paid on demand and receive from the Trustees a deed or deeds to any portion of the aforesaid lands, provided said deeds are not demanded in less than quarter section tracts, and in no event shall the said E. C. Chambers be entitled to a deed for land where the land conveyed theretofore and included in said demand will at the value of Twenty Dollars (\$20.00) per acre exceed the sum heretofore credited and theretofore paid.

The said E. C. Chambers further promises and agrees to construct during the life of this contract a feasible lateral canal, beginning at a point in Range Forty (40) on the Miami Canal, and extending in a northerly direction to the South New River Canal, said canal to be constructed under the authority of the Trustees.

It is hereby agreed and understood between the parties hereto that the lands in Section Thirty-two (32), Township Fifty-two (52) South, Range Forty (40) East, lying south of the Miami Canal and containing five hundred and eighty-two (582) acres, shall be paid for by the said E. C. Chambers at the rate of Twenty Dollars (\$20.00) per acre, and in the event of a breach of this contract by the said Chambers, and he shall select said lands to be conveyed to him as provided herein, then, in that event, the consideration to be paid by him for said lands shall be Twenty-five Dollars (\$25.00) per acre, and not Twenty Dollars (\$20.00) per acre, or if he shall require the Trustees to convey said lands to him before the completion of this contract by him then the consideration therefor shall be Twenty-five Dollars (\$25.00) per acre, instead of Twenty Dollars (\$20.00) per acre.

It is mutually understood and agreed between the parties hereto that the said original and modified contracts are hereby modified and this agreement is made and entered into in lieu of said agreements. That all lands described in said original and modified contracts and not described herein are hereby released and discharged by the said E. C. Chambers of any liens or claims thereon that he may have by virtue of any provision contained in said contracts, and the Trustees are hereby released and discharged from the obligations of said contracts.

It is agreed between the parties hereto that the successors of the Trustees, and the administrator or executor of the said Chambers shall be bound by the provisions of this agreement.

IN WITNESS WHEREOF, The said parties have set their hands and affixed their seals to this and to another instrument of like tenor and date, at Tallahassee, Florida, this the 9th day of July, A. D. 1913.

(Signed) Park Trammell, (SEAL)
Governor.

T. F. West, (SEAL)
Attorney General.

W. V. Knott, (SEAL)
Comptroller.

J. C. Luning, (SEAL)
State Treasurer.

W. A. McRae, (SEAL)
Commissioner of Agriculture.

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

E. C. Chambers. (SEAL)

Executed in the presence of:

(Signed) Geo. L. Davis,
W. H. Ellis.

Dr. Chambers also made application to install a sluiceway connecting their proposed lateral drainage ditch with the South New River Canal, on the south side, and the Miami Canal, on the north side, on the Section Line passing north and south, one mile east of the Range Line between Ranges 39 East and 40 East, in Townships 50, 51 and 52 South. The application was granted upon condition that the recommendations as outlined in the Acting Chief Drainage Engineer's letter of July 9, 1913, to Dr. E. C. Chambers, copy of which letter is on file in the office of the Secretary, be complied with.

A communication from Hudson & Boggs relative to the purchase of a certain piece of land located on Biscayne Bay was read, and the Secretary instructed to write the above firm that the Trustees would have said land examined, and upon receipt of report would give their application to purchase further consideration.

Bill of the Everglades Land Sales Company for certain survey work in sectionizing the West Half of Township 51, Range 41, and the East Half of Township 51, Range 40, amounting to \$623.33, was brought to the attention of the Trustees, and it was shown by the records that the Trustees had placed themselves under no obligations to pay for said work. However, the Trustees decided to allow the \$623.33 to be deducted from the Company's contribution of \$2,000.00, past due, towards the excavation of Snake Creek Canal, and the Secretary was instructed to write the Everglades Land Sales Company to that effect.

The following bills were presented, approved and ordered paid:

H. & W. B. Drew Co., supplies for office of Secretary, bill of June 25, 1913.....	\$ 9.25	
and bill of June 28, 1913.....	3.50	\$ 12.75
Western Union Tel. Co., bill for June, 1913....		4.68

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

F. C. Elliot, to expenses incurred on trip of inspection Everglades Drainage Canals, June 14 to 25, 1913.....	\$60.80	
Moving office, June 13, 1913.....	2.00	
Janitor, June 26, 1913.....	8.00	\$ 70.80
F. C. Elliot, salary as Acting Chief Drainage Engineer, June, 1913.....		250.00
G. D. Curtis, salary as Asst. Engr., June, '13		125.00
J. E. Downing, clerk, salary June, 1913.....		65.00
Glenn V. Scott, to expenses incurred June 2 to 20, 1913.....		34.93
Glenn V. Scott, meals served party during June, 1913, 258 at 25c each.....		64.50
Glenn V. Scott, salary as Asst. Engr., June, 1913, 25 days at \$125.00 per month.....		104.17
J. D. Weems, Transitman, 25 days at \$90.00 per month, June, 1913.....		75.00
Lonnie Howard, Rodman, 4 days at \$2.50 per day, June, 1913.....		10.00
J. A. Boyd, Chainman, 19 days at \$2.00 per day, June, 1913.....		38.00
Elijah Brown, Cook, 21 days at \$40.00 per month, June, 1913.....		28.00
Red Line Transfer, Team, 2.84 days at \$6.00 per day, June, 1913.....		17.25
R. C. Hicks, to subsistence furnished party, June, 1913.....		275.25
R. C. Hicks, to expenses incurred in connection with the work, bill of June 30, 1913.....		182.50
R. C. Hicks, to expenses incurred in connection with the work, bill of June 30, 1913...		42.80
R. C. Hicks, Asst. Engr., June, 1913		125.00
W. T. Russ, Foreman, June, 1913		75.00
F. P. Wood, Cook, June, 1913		40.00

Dave Shannon, Cook, June, 1913	40.00
S. M. Hicks, Launch and Level man, June, 1913	75.00
J. E. Davis, Rod and Chainman, June, 1913, 25 days at \$2.00 per day	50.00
Tom Pool, Rod and Chainman, 25 days at \$2.00 per day, June, 1913	50.00
E. A. Croucher, Rod and Chainman, 25 days at \$2.00 per day, June, 1913	50.00
F. C. Cooper, Driller, 25 days at \$2.00 per day, June, 1913	50.00
J. D. Cay, Driller, 13 days at \$2.00 per day, June, 1913	26.00
J. H. Jacobie, Dredge Inspector, June, 1913...	60.00
M. L. Heiss, to expenses incurred in transport- ing gate valves, bill of June 30, 1913	43.05
M. L. Heiss, Lock Inspector, June, 1913.....	90.00
Thos. E. Frederick, Asst. Engr., June, 1913..	125.00
D. A. Smith, Inspector, June, 1913	60.00
A. W. Frederick, Inspector, June, 1913.....	60.00
E. Quarterman, Helper, June, 1913.....	50.00
H. M. Forman, Lock Tender, June, 1913.....	45.00
Furst-Clark Construction Company, work done for Engr. Hicks, by dredge "Caloosahatchee," bill of May 31, 1913	9.50
Mrs. G. A. Kunze, board for Inspector, Cypress Creek Canal, June, 1913	25.00
I. E. Schilling Co., rent of launch for Acting Chief Drainage Engineer, \$2.00; Gasoline, \$1.00; Delivering ton of iron fittings to lock, \$3.00, bill of June 30, 1913	6.00
T. B. McGahey, 40 25-foot round piling, at \$2.50 each, bill of June 30, 1913	100.00
Drake Lumber Company, Lumber furnished M. L. Heiss, bill of June 30, 1913	33.19
Railey-Milam Hardware Company, Hardware furnished M. L. Heiss, bill of June 30, 1913.	41.93

Fort Lauderdale Garage and Machine Company, supplies furnished Engr. Hicks, bill of June 1, 1913		5.80
Lake Worth Mercantile Company, supplies furnished Engr. Scott, bill of July 1, 1913		15.17
Lake Worth Mercantile Co., supplies furnished Engr. Hicks, bill of May 31, 1913		22.54
Dade Lumber Company, Lumber furnished Engr. Hicks, bill of May 1, 1913		7.64
Dade Lumber Company, lumber furnished Engr. Scott, June 10 and 14, 1913		20.86
A. W. Shackelford, Delivering sand account M. L. Heiss, bill of March 27, 1913	\$ 454.82	
Hauling gasoline, account Engr. Hicks, May, 1913	8.00	462.82
H. & W. B. Drew Company, supplies for office Acting Chief Drainage Engr., bill of June 3, 1913	\$ 2.75	
and bill of June 14, 1913	3.75	6.50
Western Union Tel. Co., bill of June, 1913		1.70
Board of Public Works, lights for June, 1913		1.80
Middle Florida Ice Company, 2 bottles water, bill of July 1, 1913 .....		.50
Levy Bros., rent of store for use of Acting Chief Drainage Engr., during session of Legislature, April, May and 13 days in June, 1913		60.83
		<hr/>
	\$	3,369.03

Financial Statement and Disbursements for June, 1913, were read and ordered spread upon the minutes:

Financial Statement, June, 1913.

To bal. on hand June 1, 1913.	\$ 64,043.44	
To Model Land Co., for drainage.	1,700.00	
To Southern States Land & Timber Co., for drainage.	1,680.00	
To sale of Cypress Timber, Sections 6 and 7, Tp. 16 S. R. 29 E.	5,200.00	
To Florida Coast Line Canal and Transportation Co., reimbursement for advertising	16.50	
To M. L. Heiss, refund for overcharge on freight	5.97	
To land sales, June, 1913	1,766.17	\$ 74,412.08
By Disbursements for June, 1913		14,597.73
To bal. on hand July 1, 1913		\$ 59,814.35

Reconcilement.

To Cash in hands of Secretary.	\$ 1,000.00	
To Cash in banks	58,814.35	\$ 59,814.35

Distributed in following banks:

Florida Ntl. Bank, Jacksonville, Florida.	\$ 30,882.90
First Ntl. Bank, Tallahassee, Florida.	2,799.68
Bank of Palm Beach, West Palm Beach, Florida	12,553.65
Pioneer Bank, West Palm Beach, Florida.	12,578.12
	<u>\$ 58,814.35</u>

Disbursements, June, 1913.

Date 1913	Voucher No.	Amount.
June 2	2977—W. H. Ellis, salary as Counsel May, 1913	\$ 208.33
June 2	2978—C. B. Gwynn, salary as Chief Clerk, Land Dept., May, 1913	150.00
June 2	2979—Mary Herring, salary as Ste- nographer, May, 1913.....	100.00
June 2	2980—J. Stuart Lewis, salary as Secretary, May, 1913.....	150.00
June 13	2981—F. C. Elliot, salary as Acting Chief Drainage Engineer, May, 1913	250.00
June 16	2982—The Volusia County Record, publishing notice of Cypress Timber for sale in Secs. 6 and 7, Tp. 16 S., R. 29 E, bill of May 30, 1913	2.25
June 16	2983—J. W. Corbett, filing racks, boxes, indexes, etc., account office of Secretary, bill of March 1, 1913.....	16.80
June 16	2984—Remington Typewriter Com- pany, 1 coupon book for 1 doz. ribbons, bill of May 23, 1913..	7.00
June 16	2985—Western Union Tel. Co., bill for May, 1913	8.64
June 16	2986—N. J. Tilghman, services in se- curing information relative to land in Tp. 16, R. 29, as per understanding with the Trus- tees, May 19, 1913.....	750.00
June 16	2987—(Transfer of funds).	
June 16,	2988—(Transfer of funds).	

Date.	No. of Voucher.	Amount.
June 16	2989—Furst-Clark Construction Co., for Estimate No. 35, work of excavation in Everglades dur- ing May, 1913, \$22,842.88, less 12th payment due on purchase price of dredges, \$12,083.32..	10,759.56
June 16	2990—J. C. Luning, expenses trip to Jacksonville on business for the Trustees, June 10-12, 1913	15.10
June 18	2991—Barnett National Bank, inter- est on \$15,000.00 note for 60 days at 7%.....	175.00
June 18	2992—Atlantic National Bank, in- terest on \$15,000.00 note for 60 days at 7%.....	175.00
June 18	2993—First National Bank, Talla- hassee, interest on \$10,000.00 note at 7%.....	116.70
June 21	2994—Isham Randolph, Chairman Everglades Engineering Com- mission, for sundry expendi- tures on account of the work of the Everglades Engineer- ing Commission during May, 1913, as per Voucher No. 1..	1,713.35
		<hr/> \$14,597.73

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., July 12, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid account Board of Drainage Commissioners:

Isham Randolph, Chairman, Voucher
 No. 3, for professional services and
 payments to associate members of
 the Everglades Engineering Com-
 mission, May, 1913.....\$1,600.00
 Voucher No. 4, for pay-rolls account
 Everglades Engineering Commis-
 sion, May, 1913 1,403.90—\$3,003.90

Bills approved by the Acting Chief Drainage Engineer, amounting to \$704.55, for work done during May, 1913, in surveying lands in Townships 50, 51, 52 and 53, Ranges 38 and 39, as per resolutions of the Trustees of December 18, 1912, were read and approved and ordered transmitted to the Everglades Land Sales Company, at Miami, Fla., with request that the same be paid.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, July 16, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

It was decided to renew the 60 day note made on the Barnett National Bank of Jacksonville, Florida, in the sum of \$15,000.00, to make a new note to the Atlantic Bank in the sum of \$20,000.00, at 60 days, in lieu of the old \$5,000.00 note, to make a new note on the Florida National Bank, at 60 days, for \$15,000.00, and to renew the 60 day note on the First National Bank of Tallahassee Florida, for \$10,000.00, and, upon motion, renewal notes were made, and the Secretary instructed to draw checks for the interest due the above banks, as follows:

Atlantic National Bank, 60 days interest on \$5,000.00 at 7 per cent.	\$	58.33
Barnett National Bank, 60 days interest on \$15,000.00 at 7 per cent.		175.00
First National Bank, Tallahassee, 60 days in- terest on \$10,000.00 at 7 per cent.		116.67

The following bills were presented, approved and ordered paid:

Park Trammell, expenses of trip to Jacksonville on business for Trus- tees, June 10-12, 1913	\$	15.10
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Expenses of trip to Jacksonville on business for Trustees, July 10-11, 1913	13.65	28.75
J. C. Luning, expenses of trip to Jacksonville on business for Trustees, July 10-11, 1913..		13.65
		<hr/>
		\$ 392.40

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

Furst-Clark Construction Company, Estimate No. 36, showing 50,379 cubic yards of earth and 68,570 cubic yards of rock excavation, June, 1913	\$ 17,744.32
Miami Engineering and Construction Com- pany, Estimate No. 12, showing 10,626 cubic yards of earth and 20,776 cubic yards of rock excavation, June, 1913	5,630.94
Geo. H. Crafts & Company, Estimate No. 14, for work done on Lock No. 1, Miami Canal, June, 1913	419.47
A. B. Sanders, Estimate No. 2, for work done in cleaning silt from mouth of Miami River, June, 1913	3,022.17
The Hefty Press, 200 reports for Engr. Fred- erick, bill of July 1, 1913	1.75
Railey-Milam Hardware Company, supplies for M. L. Heiss in connection with work, bill of May 31, 1913	21.84
Southern Express Company, services for June, 1913	1.90
	<hr/>
	\$ 26,842.39

The following bills for work on Florida Coast Line Canal were presented and approved, and the Secretary instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine to the credit of the Trustees for the carrying on of this work:

Glenn V. Scott, Salary as Asst. Engr., 5 days at \$125.00 per month, June, 1913	\$	20.83
J. D. Weems, Transitman, salary 5 days at \$90.00 per month, June, 1913		15.00
Lonnie Howard, Inspector, salary 14 days at \$80.00 per month, June, 1913		37.33
J. L. Hays, Inspector, June, 1913		80.00
S. L. deCrom, rent of Launch at \$8.00 per week, 25 days, June, 1913		28.57
Seabloom Bros., supplies furnished Engr. Scott, bill of June 30, 1913		5.75
Glenn V. Scott, expense account as Asst. Engr. for June, 1913		50.25
Ben Johnson, Estimate No. 2, show- ing 44,766 cubic yards of earth excavation, at 14½ cents per cu. yd., June, 1913	\$6,491.08	
Less retained per cent	649.11	5,841.97
		<hr/>
	\$	6,079.70

The Secretary was instructed to draw check for \$20,000 in favor of the Board of Commissioners and accept their note for the same with interest at 7% per annum, the note to be due on or before one year from date.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, July 18, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Bills, approved by the Acting Chief Drainage Engineer, amounting to \$769.26, for work done during June, 1913, in surveying lands in Townships 50, 51, 52 and 53, Ranges 38 and 39, as per resolution of the Trustees of December 18, 1912, were read and approved and ordered transmitted to the Everglades Land Sales Company, at Miami, Fla., with request that the same be paid.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 4, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as counsel, July, 1913....	\$	208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept., July, 1913.....		150.00
Mary Herring, salary as stenographer, July, 1913		100.00
J. Stuart Lewis, salary as Secretary, July, '13		150.00
Alex McDougall, Postmaster, stamped envelopes for Land Dept., bill of July 31, 1913	\$128.20	
Stamps for office of Secretary, bill of July 31, 1913.....	5.00	133.20
Capital City Bank for T. J. Appleyard, second sheets and envelopes for office of Secretary, bill of August 1, 1913.....		4.35
T. F. West, to costs paid in case Wailes v. Gilchrist, et al., bill of July 18, 1913.....		.25
	\$	746.13

Vouchers Nos. 5, 6, 7, 8 and 9, in favor of Isham Randolph, Chairman Everglades Engineering Commission, for \$2,765.21, \$1,600.00, \$1,133.93, \$1,662.91 and \$1,899.95 respectively amounting to \$9,062.00, were presented, approved and ordered paid account Board of Commissioners.

There being certain lands which were released by Dr. E. C. Chambers under the modified agreement made with him July 9, 1913, on which Drainage Taxes for 1912 had not been paid, and were due, it was ordered that the Secretary draw check in payment of same, in favor of T. J. Campbell, Tax Collector, of Palm Beach County, the county in which the said lands are located, Dr. E. C. Chambers remitting taxes for that portion of lands re-

tained by him as per the modified agreement of July 9, 1913.

Application having been made on behalf of the Everglades Sugar & Land Company for the purchase of certain lands, being those owned by the Trustees of the Internal Improvement Fund lying south of the South New River Canal, in Section 28, Section 30, and all of Section 32, in Township 50 South, Range 41 East, the matter was considered, and it appearing that former negotiations with reference to this land were carried on without reference to a former resolution of the Trustees, wherein these lands, together with other lands, were subdivided and set apart to be sold to actual settlers, and the Trustees being in need of ready money for their operations, and it appearing that there is a demand for the above described property at a price satisfactory, and the law requiring all land in quantities of one-half Section, or more, to be advertised for a period of 30 days, it was

RESOLVED, That the lands lying south of the South New River Canal in Sections 28 and 32, Township 50, Range 41, be and the same are hereby exempted from the operations of the former resolution relating to the sale of said lands to individuals; and

RESOLVED FURTHER, That the lands lying south of the South New River Canal now owned by the Trustees of the Internal Improvement Fund, in Sections 28, 30, and all of Section 32, Township 50, Range 41, be advertised for sale as required by law, under the same terms and conditions as specified under the former resolution, to the highest and best bidder, bidders to have the option of bidding separately upon the lands embraced in the subdivision and those in the Section outside the subdivision.

A letter from Dr. E. C. Chambers was read requesting the Trustees to allow him to make report of operating expenses, as called for in the modified contract of July 9th, 1913, beginning the first day of August, 1913, and it was

The recommendation of the Acting Chief Drainage Engineer relative to lowering the grade on the lower portion of the Hillsborough Canal was adopted.

The proposition of Ben Johnson, Dredging Contractor, of Miami, relative to extension of Cypress Creek Canal six miles further west than its present terminus was accepted contingent upon the procurement of right-of-way for said canal by the Trustees.

The request of A. B. Sanders, President of the Miami Engineering & Construction Company, of the Trustees that they pay his Company the retainage due on the completed Snake Creek Canal was considered, and it was decided to retain the money due that Company pending settlement by the Company with the Trustees for the damages to the North New River Canal caused by the Company's dredge cutting through the spoil banks of the canal.

The Trustees agreed to pay Ben Johnson, contractor on the Florida Coast Line Canal, \$60.00 per month for a man as assistant to the Dredge Inspector of the Trustees.

RESOLVED, That from and after August 1st, 1913, the salary of C. B. Gwynn, Chief Clerk in the Land Salesman's office, shall be \$175.00 per month.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., August 9, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Bills and pay-rolls, amounting to \$972.85, certified by the Acting Chief Drainage Engineer, for survey work done by L. D. Franklin, Assistant Engineer, for Everglades Sugar and Land Company, in Townships Fifty (50), Fifty-one (51), Fifty-two (52) and Fifty-three (53), Ranges Thirty-eight (38) and Thirty-nine (39), were approved and ordered transmitted to the Everglades Sugar and Land Company for payment, as per resolution of December 18, 1912.

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

Berryhill-Cromartie Company, groceries furnished Engr. Frederick while on survey for extension of Cypress Creek, bill of July 23, 1913.	\$	41.87
The McCrimmon Lbr. Co., lumber furnished Engr. Frederick, bill of August 1, 1913.		3.49
A. W. Shackelford, gasoline and oil furnished Engr. Hicks, bill of July 5, 1913.		6.00
Lake Worth Mercantile Co., supplies furnished Engr. Hicks, bill of June 30, 1913.		18.05
Dade Lumber Co., lumber furnished Engr. Hicks, bill of July 30, 1913.		7.28
The H. & W. B. Drew Co., supplies furnished Acting Chief Drainage Engineer, bill of July 19, 1913.	\$	3.75
and bill of July 25, 1913	1.95—	5.70

Fort Lauderdale Garage and Machine Co., boat repair supplies, etc., furnished Engr. Hicks, bill of June 30, 1913.....		61.90
Mrs. G. A. Kunze, board of Inspector, July, 1913	\$ 25.00	
Team hauling party from Pompano to dredge	2.00	
Lunches for five.....	1.25	28.25
Furst-Clark Construction Co., meals furnished Inspector Jacobie on dredge Miami, June, 1913		22.50
F. C. Elliot, expenses as Acting Chief Drainage Engineer, July, 1913		12.40
R. C. Hicks, meals served party, July, 1913	\$163.75	
Subsistence other than above furnished self and assistants, July, 1913.	24.60	
Miscellaneous expenses, July, 1913..	66.85—	255.20
R. C. Hicks, salary as Asst. Engr., July, 1913..		125.00
W. T. Russ, launchman, 19 days, at \$75.00 per month, July, 1913		54.81
S. M. Hicks, launch and level man, July, 1913..		75.00
J. H. Jacobie, Dredge Inspector, July, 1913.....		60.00
H. L. Cappleman, levelman, 3 days, at \$75.00 per month, July, 1913		8.65
F. P. Wood, Cook, 16 days, at \$40 per month, July, 1913		21.33
Dave Shannon, Cook, July, 1913		40.00
J. E. Davis, rod and chain man, 27 days, at \$2.00 per days, July, 1913		54.00
E. A. Croucher, rod and chain man, 27 days, at \$2.00 per day, July, 1913.....		54.00
Tom Pool, rod and chain man, 14 days, at \$2.00 per day, July, 1913		28.00
W. D. Cook, rod and chain man, 13 days, at \$2.00 per day, July, 1913.....		26.00
F. C. Cooper, rod and chain man, 15 days, at \$2.00 per day, July, 1913.....		30.00

Thos. E. Frederick, to hire of motor cycle, \$22.50; board for self, inspector and helper, \$57.00; R. R. fares, \$6.00; freight, \$2.10; stamps, \$2.00, July, 1913	\$89.60	
To hire of motor cycle, \$22.50; board for inspector and helper, \$45.00; board of self, \$11.25, June, 1913.....	78.75—	168.35
Thos. E. Frederick, salary as Asst. Engr., July, 1913		125.00
D. A. Smith, Inspector, July, 1913.....		60.00
A. W. Frederick, Inspector, July, 1913.....		60.00
H. L. Belcher, helper, 20 days, at \$50.00 per month, July, 1913		38.40
W. Elliot, helper, 20 days, at \$50.00 per month, July, 1913		38.40
S. C. Raulston, self and team, 10 days, at \$4.00 per day, July, 1913		40.00
Frank Brown, self and team, 3 days, at \$4.00 per day, July, 1913		12.00
W. Prather, transitman, 5 days, at \$5.00 per day, July, 1913		25.00
D. Comstock, rodman, 5 days, at \$2.00 per day, July, 1913		10.00
E. Edholm, chainman, 4 days, at \$2.00 per day, July, 1913		8.00
R. Cherry, chainman, 5 days, at \$2.00 per day, July, 1913		10.00
E. Rodgers, driller, 4½ days, at \$2.00 per day, July, 1913		9.00
J. Cowart, driller, 3½ days, at \$2.00 per day, July, 1913		7.00
H. Raulston, driller, 4 days, at \$2.00 per day, July, 1913		8.00
H. M. Forman, salary as lock tender, July, 1913.		45.00
Gulf Refining Co., gasoline and oil furnished Engr. Hicks, bill of June 11, 1913.....		61.20

The Weekly True Democrat, printing notice of completion list of lands for taxes, bill of Aug. 1, 1913	6.75
Western Union Telegraph Co., bill for July, 1913.	3.41
Alex McDougall, Postmaster, stamps for office Acting Chief Drainage Engineer, bill of July 2, 1913	1.04
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	\$1,775.98

The following bills were presented, approved and ordered paid account Board of Commissioners:

F. C. Elliot, salary as Acting Chief Drainage Engineer, July, 1913	\$ 250.00
G. D. Curtis, salary as Asst. Engr., July, 1913..	125.00
J. E. Downing, salary as Clerk, July, 1913....	80.00
Glenn V. Scott, subsistence furnished party, July, 1913.....	111.75
Glenn V. Scott, salary as Asst. Engineer, 25 days, at \$125.00 per month, July, 1913.....	100.81
J. D. Weems, Transitman, July, 1913.....	90.00
J. A. Boyd, Chainman, 25 days, at \$2.00 per day, July, 1913	50.00
W. B. Bradford, Chainman, 20 days, at \$2.00 per day, July, 1913.....	40.00
C. B. Palmer, Chainman, 20 days, at \$2.00 per day, July, 1913	40.00
Red Line Transfer, team and wagon, 9 days, at \$6.00 per day, July, 1913.....	54.00
Elijah Brown, Cook, 23.25 days, at \$40 per month, July, 1913	30.00
M. L. Heiss, Lock Inspector, July, 1913.....	90.00
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	\$1,061.56

H. M. Forman made application to purchase Lot 2 of Tier 21, Township 50, Range 41, Newman's Survey, at

Trustees relative to the work of their dredge Miami, lately operating in the South New River Canal, but which, with its accompanying drill boat, has been idle since August 1, 1913.

Messrs. Furst and Clark, on behalf of the Company, stated that on account of the low stage of water at this time, and by reason of the shallowness of the canal ahead of the dredge, which is only three to four feet deep, the drill boat was aground on the rock and could not advance. Drilling and blasting was, therefore, discontinued, and the dredge being unable to dig rock without previous blasting by the drill boat, also discontinued operations, and on account of these conditions they requested that the Trustees permit their Company to temporarily suspend work on the South New River Canal until a sufficient rise of water in the canal enabled them to proceed with the work.

The Trustees stated to the representatives of the Furst-Clark Construction Company that they had no objection to their discontinuing operations, and permission to that effect was granted with the understanding that the Company would resume work on the South New River Canal not later than October 15, 1913.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 13, 1913

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

Western Union Tel. Co., bill for July, '13....\$	4.03
Atlantic National Bank, 60 days interest on \$15,000.00 at 7 %.....	175.00
Barnett National Bank, 60 days interest on \$15,000.00 at 7%.....	175.00
	\$ 354.03

Estimate No. 37, of the Furst-Clark Construction Co., for work of excavation during July, 1913, showing 53,907 cubic yards of earth and 66,036 cubic yards of rock excavated, amounting to \$17,519.76, was presented, approved and ordered paid account Board of Commissioners.

Estimate No. 13, of the Miami Engineering & Construction Company, for work of excavation on Cypress Creek Canal during July, 1913, showing 12,442 cubic yards of earth and 23,438 cubic yards of rock excavated, amounting to \$6,393.33, was presented, approved and ordered paid account Board of Commissioners.

Estimate No. 15, of Geo. H. Crafts & Co. for work done on Lock No. 1, Miami Canal, during July, 1913, amounting to \$148.75, was presented, approved and ordered paid account Board of Commissioners.

Estimate of A. B. Sanders, for work done in cleaning silt from the mouth of Miami River, during July, 1913,

amounting to \$3,128.50, was presented, approved and ordered paid account Board of Commissioners.

The Acting Chief Drainage Engineer presented the following statement of the final Estimate on the quantities excavated from Snake Creek Canal by the Miami Engineering & Construction Company, from Station 320 to Station 8 plus 25, the same being the portion of canal dug by that Company, and which has been already accepted as completed.

By allowances made in monthly Estimates, as follows:

Date.	Cubic yards			Am't. Paid (90% Total)
	Earth	Rock	Total	
Nov., 1912...	13,692	....	13,692	\$ 1,232.28
Dec., 1912...	70,991	133	71,124	6,419.11
Jan., 1913...	49,756	17,155	66,911	8,337.91
Feb., 1913...	42,427	28,933	71,360	10,328.35
Mar., 1913...	23,670	33,564	57,234	9,682.20
Apr., 1913...	6,213	5,812	12,025	1,866.87
Total	206,749	85,597	292,346	\$ 37,866.72
Total by				
Final Est.	201,354	88,629	289,983	42,292.65
<i>Due on Final Estimate</i>				\$ 4,425.93

The following bills for work on Florida Coast Line Canal were presented, approved, and the Secretary instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine, Florida, to the credit of the Trustees for the carrying out of this work:

Ben Johnson, Estimate No. 3, for excavation during July, 1913, being 36,833 cu. yds. earth at 14½ cents, less 10%	\$	4,806.71
Glenn V. Scott, Expense account as Asst. Engr., July, 1913		67.00
Glenn V. Scott, Salary as Asst. Engr., 6 days at \$125.00 per month, July, 1913.....		24.19
J. L. Hays, Inspector, July, 1913		80.00
Lonnie Howard, Inspector, July, 1913		80.00
J. A. Boyd, Chainman, 2 days at \$2.00 per day, July, 1913		4.00
S. L. de Crom, Hire of launch, one-half week, at \$8.00 per week, July, 1913		4.00
McLane Building Material Company, Lumber furnished Asst. Engr. Scott, bill of July 7, 1913	\$	3.25
Bill of July 14, 1913		2.50
Bill of July 29, 1913		4.75
F. C. Elliot, Expense of trip of inspection as Acting Chief Drainage Engineer, July 5, 1913		10.30
Ben Johnson, For assistants furnished Inspector during June and July, 1913	\$	120.00
Dynamite, fuse and caps	13.55	133.55
		<hr/>
	\$	5,220.25

Financial Statement and Disbursements for July, 1913, were presented, approved and ordered spread upon the minutes:

Financial Statement, July, 1913.

To bal. on hand July 1, 1913....	\$	59,814.35
To E. C. Chambers on land payments		5,000.00

To interest on deposits, 2nd quarter	448.85	
To F. C. Elliot, Contingent Fund	150.00	
To land sales, July, 1913	95.20	
To Bills Payable Loans	30,000.00	\$ 95,508.40
		<hr/>
By disbursements, July, 1913 ...		24,022.07
		<hr/>
To bal. on hand August 1, 1913..		\$ 71,486.33

RECONCILEMENT.

To cash in hands of Secretary..	\$ 1,000.00	
To cash in Banks	70,486.33	\$ 71,486.33

Distributed in the following banks:

First National Bank, Tallahassee, Florida...	\$ 4,070.82
Florida National Bank, Jacksonville, Florida.	36,131.38
Atlantic National Bank, Jacksonville, Florida	5,000.00
Bank of Palm Beach, West Palm Beach, Florida	12,627.40
Pioneer Bank, West Palm Beach, Florida....	12,656.73
	<hr/>
	\$ 70,486.33

Disbursements, July, 1913.

Date.	No. of Voucher.	Amount.
July 2	2995—W. H. Ellis, Salary as Counsel, June, 1913	\$ 208.34
July 2	2996—C. B. Gwynn, Salary as Chief Clerk, Land Dept., June, 1913	150.00
July 2	2997—Mary Herring, Salary as Stenographer, June, 1913...	100.00
July 2	2998—J. Stuart Lewis, Salary as Secretary, June, 1913	150.00

Date.	No. of Voucher.	Amount.
July 2	2999—H. & W. B. Drew Company, supplies for office of Secretary, bills of June 25 and 28, 1913	12.75
July 2	3000—Western Union Tel. Co., Bill for June, 1913	4.68
July 12	3001—Isham Randolph, Chairman, Everglades Engineering Commission, Vouchers Nos. 3 and 4, for \$1,600.00 account professional services and payments to associate members, and \$1,403.90, for pay-rolls, May, 1913, respectively	3,003.90
July 16	3002—Atlantic National Bank, 60 days interest on \$5,000.00 at 7%	58.33
July 16	3003—Barnett National Bank, 60 days interest on \$15,000.00 at 7%	175.00
July 16	3004—First National Bank, of Tal- lahassee, 60 days interest on \$10,000.00 at 7%	116.67
July 16	3005—Board of Commissioners of Everglades Drainage District, account loan secured by note for \$20,000.00 executed July 16, 1913	10,000.00
July 16	3006—Board of Commissioners of Everglades Drainage District, account loan secured by note for \$20,000.00 executed July 16, 1913	10,000.00

Date.	No. of Voucher.	Description	Amount.
July 16	3007	J. C. Luning, Expenses of trip to Jacksonville on business for Trustees, July 10-11, 1913	13.65
July 16	3008	Park Trammell, Expenses of trip to Jacksonville on business for Trustees, June 10-12, 1913	\$ 15.10
		and July 10-11, 1913	13.65
			28.75

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., August 19, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,

The following bills were presented, approved and ordered paid:

Application of the Walter Waldin Investment Company, made by its President, Mr. Walter Waldin, to cut a lateral canal through the lands of the Trustees directly below the lock in the Miami Canal, and construct a gate at entrance to said canal, also application to have the Trustees exchange one-fourth of an acre of land along the north side of the Miami Canal for an equal amount of land owned by the company on the east side, were considered, and it was

RESOLVED, That the application of the company for permission to cut a lateral canal through certain lands of the Trustees, and to install a suitable lock or sluice gate, be granted, provided that the company cut the lateral canal and construct the lock in accordance with dimensions, specifications and plans approved by the Acting Chief Drainage Engineer.

The application for the exchange of certain land with the Trustees was deferred for action to a later date.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., August 26, 1913.

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,
T. F. West, Attorney General,

Hon. W. V. Knott was made Chairman.

Mr. W. H. Rousseau appeared before the Board and stated that the court had appointed him Receiver of the National Construction Company, and stated that the Bowers Southern Dredging Company and Ben Johnson were ready to enter into a contract with the Trustees to excavate the West Palm Beach Canal at the same price (7.65 cents) as that made with the National Construction Company. Mr. J. O. Wright, representing the Bowers Southern Dredging Company, and Mr. Ben Johnson were present and stated that such were the facts, and should the contract with the National Construction Company and Trustees be declared forfeited, they were ready to enter into a similar contract and give bond. Mr. Geo. M. Webb, of the National Construction Company, being present, stated that on account of certain misunderstandings between the members of his firm, and other matters, he would be willing to have said contract made by his company, the National Construction Company, of Birmingham, Ala., and the Trustees annulled.

WHEREUPON It was unanimously agreed by the Trustees to accept the proposition of the National Construction Company, made by Mr. Geo. M. Webb, to withdraw from the work undertaken by them and to consent that the Trustees should re-let the contract to the Bowers Southern Dredging Company and to Ben Johnson, and that Mr. Webb should furnish to the Trustees a resolution of the Board of Directors of the National Construction Company consenting to the above arrangement.

Mr. W. H. Ellis, attorney for the Trustees and Board of Commissioners of Everglades Drainage District, was directed to prepare the contracts, one to be executed by the Bowers Southern Dredging Company and the other by Ben Johnson, for the construction of the West Palm Beach Canal, at the same price for the excavation of ma-

terial as that named in the contract with the National Construction Company.

The Trustees then adjourned.

Attest: W. V. KNOTT, Chairman.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 27, 1913.

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,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Hon. W. V. Knott was made Chairman.

Report of Examination by S. M. Owens, Special Examiner, of the Southeast quarter of Section Three, Township Twenty South, Range Twenty-eight East, together with affidavits secured by him from parties familiar with the land as to the character of said land, and his bill of \$32.00 for services and actual expenses incurred in the examination, were presented.

The report was accepted, the Commissioner of Agriculture requested to immediately file the affidavits and other necessary papers with the United States Land Office, claiming a patent to said land, the report and affidavits showing that the land was swamp and overflowed land,

and the Secretary was instructed to draw a check for \$32.00 payable to S. M. Owens in settlement of his bill.

The following bills were presented, approved and ordered paid account Board of Commissioners of Everglades Drainage District:

L. D. Franklin, Transitman, August, 1913...	\$ 125.00
Guy Lillard, Head Chainman, August, 1913 ..	70.00
H. C. Phillips, Rear Chainman, 22 days at \$50.00 per month, August, 1913	42.30
John Zill, Boatman, 21 days at \$50.00 per month, August, 1913	40.38
H. C. Walker, Boatman, 21 days at \$50.00 per month, August, 1913	40.38
M. T. Smith, Boatman, 21 days at \$50.00 per month, August, 1913	40.38
C. King, Boatman, 18 days at \$50.00 per month, August, 1913	34.61
R. A. Anderson, Boatman, 18 days at \$50.00 per month, August, 1913	34.61
A. A. Lee, Axeman, 22 days at \$50.00 per month, August, 1913	42.30
Vasco Powers, Axeman, 22 days at \$50.00 per month, August, 1913	42.30
C. E. Gibson, Boatman, 22 days at \$50.00 per month, August, 1913	42.30
W. C. King, Cook, 22 days at \$40.00 per month, August, 1913	33.84
	\$ 588.40

The Trustees then adjourned.

Attest:

W. V. KNOTT, Comptroller.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 30, 1913.

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,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Hon. W. V. Knott was made Chairman.

Mr. R. J. Bolles appeared before the Trustees and requested the Trustees to execute to him a release of certain lands embraced in the mortgages held by the Trustees against Mr. Bolles. Upon consideration of such request the release was executed which is as follows:

STATE OF FLORIDA,
COUNTY OF LEON.

SATISFACTION OF MORTGAGE: WHEREAS, Under the provisions of two certain mortgages executed by R. J. Bolles, of Carlsbad, New Mexico, to the Trustees of the Internal Improvement Fund of the State of Florida on or about the 23rd day of December, A. D. 1908, and on or about the 28th day of May, A. D. 1910, to secure the payments of certain purchase moneys due and therein evidenced by his promissory notes, and as otherwise set forth in said mortgages, which contain the provision authorizing in effect that the said mortgagee may have the right to have lands released on the basis of the payment of Three (3) Dollars per acre in areas of not less than five (5) sections; and

WHEREAS, Certain large payments have been made by the said R. J. Bolles upon certain notes therein set forth

and referred to, which have been duly paid and delivered to the said Mortgagee, and the said Mortgagee has agreed to release the lands hereinafter described from the lien of said mortgages, aggregating about twenty (20) thousand acres, more or less; now, therefore,

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One (1) Dollar to the Trustees of the Internal Improvement Fund of the State of Florida in hand paid by the said R. J. Bolles, and the further consideration of the payments heretofore made at the rate of Three (3) Dollars per acre for the release of the said lands from the lien of said mortgages heretofore referred to executed by the said R. J. Bolles to the said Trustees of the Internal Improvement Fund of the State of Florida, as recorded in Book 12, page 452, and Book 17, page 436, and following, of the public records of Dade County, State of Florida, the following lands are hereby released and the mortgages so far as relate to the following described lands fully satisfied:

Section Twenty-seven (27) in Township Fifty-three (53) South, Range Thirty-nine (39) East;

Sections Two (2), Twelve (12), Fourteen (14), Twenty-four (24), Twenty-six (26), and Thirty-six (36) in Township Fifty-four (54) South, Range Thirty-eight (38) East;

North One-half of Section Twelve ($N\frac{1}{2}$ of 12), all Sections Twenty-four (24), Thirty-five (35) and Thirty-six (36) and Northeast Quarter and South Half ($NE\frac{1}{4}$ and $S\frac{1}{2}$) of Section Twenty-five (25) in Township Fifty-five (55) South, Range Thirty-eight (38) East;

Section Fourteen (14) in Township Fifty-three (53) South, Range Forty (40) East;

Lots One (1) in Tiers Twenty-nine (29), Thirty-one (31), Thirty-three (33), Thirty-five (35);

Lots One (1) in Tiers Twenty-three (23), Twenty-five (25), Twenty-seven (27) and Thirty-seven (37);

Lots Two (2) in Tiers Twenty-nine (29), Thirty-one (31), Thirty-three (33), Thirty-five (35) and Thirty-seven (37);

In Newman's Survey lying South of the Canal in Section Fourteen (14), Township Fifty (50) South, Range Forty-one (41) East, except that part lying in West Half of Southwest Quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) of said Section Fourteen (14) embraced in release bearing date of May 28th, 1910, being Fifty (50) acres;

North One-half of the South One-half ($N\frac{1}{2}$ of $S\frac{1}{2}$) of Section Thirty-five (35), except Lots One (1), Two (2), Three (3), and Four (4), in Township Fifty-one (51) South, Range Forty-one (41) East;

Sections Nineteen (19) and Thirty-one (31) in Township Forty-four (44) South, Range Thirty-six (36) East;

Sections One (1), Nine (9), Thirteen (13), Seventeen (17), Twenty-one (21), Twenty-five (25), Twenty-nine (29) and Thirty-three (33) in Township Forty-four (44) South, Range Thirty-seven (37) East;

Sections One (1), Five (5), Nine (9), Seventeen (17), Twenty-one (21), Twenty-nine (29), and Thirty-three (33) in Township Forty-five (45) South, Range Thirty-seven (37) East;

Sections Three (3) and Fifteen (15) in Township Forty-six (46) South, Range Thirty-six (36) East.

All of the above described lands lying and being situate in the Counties of Dade and Palm Beach, State of Florida, estimated to contain twenty thousand two hundred and ten (20,210) acres. ?

And this satisfaction is made for the purpose that the same may be entered of record according to law.

It is expressly stipulated and agreed that the lien and effect of said mortgages upon the remainder of the lands therein described and mortgaged shall not be waived, modified or affected by this release, but shall continue in full force and effect thereon.

IN WITNESS WHEREOF The said parties of the

W. H. Ellis, salary as Counsel, August, '13...	\$	208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept., August, 1913.....		175.00
Mary Herring, salary as stenographer, August, 1913		100.00
F. C. Elliot, expenses incurred in examination of land, bill of Sept. 1, 1913.....		4.50
Capital City Bank for T. J. Appleyard, 2,000 second sheets and 1,000 letterheads, bill of September 1, 1913.....		4.00
Western Union Tel. Co., bill for Aug., 1913...		6.44

The following bills were presented, approved and ordered paid account Board of Commissioners of Everglades Drainage District:

F. C. Elliot, expenses of trip of inspection, August 15 to 21, 1913.....	\$	51.17
F. C. Elliot, salary as Acting Chief Drainage Engineer, August, 1913.....		250.00
G. D. Curtis, Asst. Engr., August, 1913.....		125.00
J. E. Downing, Clerk, August, 1913.....		80.00
H. M. Forman, Lock Tender, Aug., 1913.....		45.00
M. L. Heiss, Lock Inspector, Aug., 1913.....		90.00
M. L. Heiss, expenses incurred in connection with lock construction, July, 1913.....		13.60
Glenn V. Scott, miscellaneous expenses incurred as per statement of August 1, 1913..		21.50
Thos. E. Frederick, to hire of motorcycle,	\$	11.75
Board and lodging for part Aug. '13	12.00	23.75
Thos. E. Frederick, salary as Asst. Engr., Aug., 1913.....	\$	125.00
Less Contingent Fund advanced Jan. 10, 1913	83.24	41.76

D. A. Smith, Inspector, 13 days at \$60.00 per month, August, 1913.....		30.00
A. W. Frederick, Inspector, Aug., 1913.....		60.00
R. C. Hicks, to meals served party....	\$232.00	
Subsistence other than above furnished self and party.....	27.05	
Stationery, August, 1913.....	2.80	261.85
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Less Contingent Fund advanced Feb. 18, 1911.....	150.00	111.85
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Lake Worth Mercantile Company, Supplies furnished Engr. Hicks, bill of July 31, 1913.....	\$ 15.89	
Supplies furnished Engr. Scott, bill of Aug. 1, 1913.....	62.30	78.19
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Gulf Refining Co., gasoline furnished Engr. Hicks, bill of July 31, 1913.....		81.93
Isham Randolph, Chairman, Everglades Engineering Commission, Voucher No. 10, for sundry expenditures, July, 1913.....		2,809.02
Isham Randolph, Chairman, Everglades Engineering Commission, Voucher No. 11, for professional services of self and associates, July, 1913.....		1,600.00
		<hr/>
		\$ 6,011.04

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

J. F. Hill, supplies for Acting Chief Drainage Engr's. office, bill of Sept. 1, 1913.....	\$	2.35
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Middle Florida Ice Company, distilled water, for office of Acting Chief Drainage Engr., bill of Sept. 1, 1913.....	75
Southern Express Co., bill for Aug., 1913.....	2.10
Alex McDougall, Postmaster, stamps for office of Acting Chief Drainage Engr., bill of Aug. 9, 1913.....	1.64
Western Union Tel. Co., bill for Aug., 1913....	13.17
R. C. Hicks, to use of 18 ft. launch, 3½ H.P. engine, July, 1913.....	30.00
R. C. Hicks, Asst. Engr., August, 1913.....	125.00
H. L. Cappleman, Levelman, Aug., 1913.....	75.00
S. M. Hicks, Levelman, Aug., 1913.....	75.00
W. T. Russ, Launchman, Aug., 1913.....	75.00
F. P. Wood, Cook, August, 1913.....	40.00
Dave Shannon, Cook, August, 1913.....	40.00
J. E. Davis, Rod and Chain man, 26 days at \$2.00 per day, August, 1913.....	52.00
E. A. Croucher, Rod and Chain man, 26 days at \$2.00 per day, August, 1913.....	52.00
Tom Pool, Rod and Chain man, 26 days at \$2.00 per day, August, 1913.....	52.00
W. D. Cook, Rod and Chain man, 25 days at \$2.00 per day, August, 1913.....	50.00
F. C. Cooper, Lineman, 26 days at \$2.00 per day, August, 1913.....	52.00
L. D. Franklin, to expenses incurred on sur- vey,* August, 1913.....	23.10
Fort Lauderdale Garage & Mach. Co., repair work on launch "Revere," bill of July 31, 1913	24.48
Frank T. Budge, supplies furnished Engr. Hicks, bill of Aug. 1, 1913...\$ 5.50	
Supplies furnished Engr. Frederick, bill of Aug. 30, 1913.....	.95 6.45

Dade Lumber Co., lumber furnished Engr. Scott, July 9, 11, 16 and 26, 1913	\$ 45.32	
Lumber furnished Engr. Hicks, July 26 and 29, 1913	4.16	49.48
The H. & W. B. Drew Co., supplies fur- nished office Acting Chief Drainage Engr., bill of Aug. 11, 1913.....	1.90	
Bill of August 29, 1913.....	4.00	5.90
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Mrs. G. A. Kunze, board and lodging for In- specter, part of August, 1913.....		2.50
The McCrimmon Lumber Co., lumber furnished Engr. Frederick, bill of Aug. 30, 1913.....		5.14
A. W. Shackelford, hauling gasoline from Miami, bill of Aug. 4, 1913.....		8.00
Furst-Clark Const. Co., meals furnished In- spectors on Dredge "Miami," July, 1913....		24.25
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	\$	897.31

Financial Statement and Disbursements for August, 1913, were presented, approved and ordered spread upon the minutes.

Financial Statement, August, 1913.

To bal. on hand Aug 1, 1913...\$	71,486.33
To E. C. Chambers, on land pay- ments	1,500.00
To bills payable loans	
Atlantic Nat. Bank...\$	10,000
Barnett National Bank.	10,000
Florida National Bank.	15,000—35,000.00
To land sales, August, 1913.....	1,331.60

To refund Tax Collector Palm Beach County	32.00	
To amount received from Everglades Sugar and Land Company, 4th payment on Drainage contribution, less \$623.33 for surveying Royal Glade tract. .	376.67	
To Board of Drainage Commissioners, reimbursement of amounts expended by Trustees in Drainage	1,664.70	\$111,391.30
By disbursements, Aug., 1913....		41,270.12
		<hr/>
To bal. on hand Sept. 1, 1913....		\$70,121.18

RECONCILEMENT.

To cash and cash items.....	\$ 1,000.00	
To cash in banks.....	69,121.18	\$ 70,121.18
Distributed in following banks:		
Florida National Bank, Jacksonville, Fla..	\$ 33,611.62	
Atlantic National Bank, Jacksonville, Fla....	1,416.17	
Barnett National Bank, Jacksonville, Fla....	5,000.00	
Bank of Palm Beach, W. P. Beach, Fla.....	12,627.40	
Pioneer Bank, W. P. Beach, Fla.....	12,656.73	
First National Bank, Tallahassee, Fla.....	3,809.26	
		<hr/>
		\$ 69,121.18

Disbursements, August, 1913.

Date.	No. of Voucher.	Amount.
Aug. 1	3009—W. H. Ellis, salary as Counsel, July, 1913	\$ 208.33
Aug. 1	3010—C. B. Gwynn, salary as Chief Clerk, Land Dept., July, 1913	150.00

Date.	No. of Voucher.	Amount,
Aug. 1	3011—Mary Herring, salary as Stenographer, July, 1913....	100.00
Aug. 1	3012—J. Stuart Lewis, salary as Secretary, July, 1913.....	150.00
Aug. 4	3013—Alex McDougall, Postmaster, Stamped Envelopes for Land Dept., bill of July 31, 1913, \$128.20; Stamps for office of Secretary, bill of July 31, 1913, \$5.00	\$ 133.20
Aug. 4	3014—Capital City Bank for T. J. Appleyard, Second Sheets and Envelopes for office of Secretary, bill of August 1, 1913	4.35
Aug. 4	3015—T. F. West, to costs paid in case Wailes vs. Gilchrist, et al., bill of July 18, 1913....	.25
Aug. 4	3016—Isham Randolph, Chairman, Everglades Engineering Com- mission, account Vouchers Nos. 5, 6, 7, 8 and 9, amount- ing to \$9,062.00	5,000.00
Aug. 4	3017—Isham Randolph, Chairman, Everglades Engineering Com- mission, account Vouchers Nos. 5, 6, 7, 8 and 9, amount- ing to \$9,062.00	4,062.00
Aug. 4	3018—T. J. Campbell, Tax Collec- tor, Palm Beach County, 1912 Taxes on lands of the Trus- tees embraced in the Drain- age District	1,664.00

Date.	No. of Voucher.	Amount.
Aug. 11	3019—F. C. Elliot, Salary as Act- ing Chief Drainage Engineer, July, 1913	250.00
Aug. 11	3020—G. D. Curtis, Salary as Asst. Engr., July, 1913	125.00
Aug. 11	3021—J. E. Downing, Salary as Clerk, July, 1913	80.00
Aug. 11	3022—Glenn V. Scott, Subsistence furnished party, July, 1913.	111.75
Aug. 11	3023—Glenn V. Scott, Salary as Asst. Engr., 25 days at \$125.00 per month, July, 1913	100.81
Aug. 11	3024—J. D. Weems, Transitman, July, 1913	90.00
Aug. 11	3025—J. A. Boyd, Chainman, 25 days at \$2.00 per day, per month, July, 1913	50.00
Aug. 11	3026—W. B. Bradford, Chainman, 20 days at \$2.00 per day, July, 1913	40.00
Aug. 11	3027—C. B. Palmer, Chainman, 20 days at \$2.00 per day, July, 1913	40.00
Aug. 11	3028—Red Line Transfer, Team and wagon, 9 days at \$6.00 per day, July, 1913	54.00
Aug. 11	3029—Elijah Brown, Cook, 23.25 days at \$40.00 per month, July, 1913	30.00
Aug. 11	3030—M. L. Heiss, Lock Inspector, July, 1913	90.00
Aug. 14	3031—Western Union Tel. Co., bill for July, 1913	4.03

Date.	No. of Voucher.	Amount.
Aug. 15	3032—Atlantic National Bank, 60 days interest on \$15,000.00 at 7%	175.00
Aug. 15	3033—Barnett National Bank, 60 days interest on \$15,000.00 at 7%	175.00
Aug. 15	3034—Furst-Clark Const. Co., account Estimate No. 37, for work of excavation, July, 1913	12,519.76
Aug. 15	3035—Furst-Clark Const. Co., account Estimate No. 37, for work of excavation, July, 1913	5,000.00
Aug. 15	3036—Miami Engineering & Const. Co., Estimate No. 13, for excavation on Cypress Creek Canal, July, 1913.....	6,393.33
Aug. 15	3037—Geo. H. Crafts & Co., for work done on Lock No. 1 Miami Canal, July, 1913....	148.75
Aug. 15	3038—A. B. Sanders, for work done in cleaning silt from mouth of Miami River, July, '13...	3,128.50
Aug. 19	3039—Hudson & Boggs, balance due for legal services rendered in various cases since 1909, as per bill of March 4, 1913	567.21
Aug. 19	3040—Eagle Stamp Works, two stamps and one seal for office of Secretary, account Board of Commissioners of Everglades Drainage District, bills of Aug. 12 and 13, 1913	4.45

Date.	No. of Voucher.	Amount.
Aug. 27	3041—S. M. Owens, to 3 days work inspecting lands in SE 1-4 of Sec. 3, Tp. 20 S., R. 28 E., and expenses, bill of Aug. 26, 1913.....	32.00
Aug. 30	3042—L. D. Franklin, Transitman, August, 1913.....	125.00
Aug. 30	3043—Guy Lillard, Head Chainman, August, 1913.....	70.00
Aug. 30	3044—H. C. Phillips, Rear Chainman, 22 days at \$50.00 per month, August, 1913.....	42.30
Aug. 30	3045—John Zill, Boatman, 21 days at \$50.00 per month, August, 1913.....	40.38
Aug. 30	3046—H. C. Walker, Boatman, 21 days at \$50.00 per month, August, 1913.....	40.38
Aug. 30	3047—M. T. Smith, Boatman, 21 days at \$50.00 per month, August, 1913.....	40.38
Aug. 30	3048—C. King, Boatman, 18 days at \$50.00 per month, Aug., 1913	34.61
Aug. 30	3049—R. A. Anderson, Boatman, 18 days at \$50.00 per month, August, 1913.....	34.61
Aug. 30	3050—A. A. Lee, Axeman, 22 days at \$50.00 per month, Aug. 1913	42.30
Aug. 30	3051—Vasco Powers, Axeman, 22 days at \$50.00 per month, August, 1913.....	42.30

Date.	No. of Voucher.	Amount.
Aug. 30	3052—O. E. Gibson, Boatman, 22 days at \$50.00 per month, August, 1913.....	42.30
Aug. 30	3053—W. C. King, Cook, 22 days at \$40.00 per month, Aug., 1913	33.84
		\$ 41,270.12

The Trustees then adjourned.

Attest: W. V. KNOTT, Comptroller.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Sept. 9, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
T. F. West, Attorney General.

The Trustees met to consider bids for the following lands: All land lying south of the South New River Canal in Section 28, except Lots 25, 27, 29 and 31, and all lying south of South New River Canal in Section 30, except Lot 29 (Newman's Survey), and all of Section 32, all in Township 50 South, Range 41 East, the said land having been advertised, as required by law, in the Miami Metropolis, a newspaper published in the County of Dade, being the county in which said lands are located, and

Florida National Bank, interest on 60-day note for \$15,000.00 due Sept. 15, 1913.....	175.00
First National Bank, Tallahassee, interest on 90-day note for \$10,000.00 due Sept. 16, 1913....	175.00

The following bill was presented, approved and ordered paid:

W. H. Ellis, expenses of trip to Pensacola in re Wailes case, \$21.95, and of trip to Jacksonville account contract with National Construction Company, bill of Sept. 11, 1913, \$20.65.....	42.60
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	\$ 804.82

The following bills for work done on Florida Coast Line Canal during August, 1913, were presented and approved, and Secretary instructed to draw checks in payment of same upon funds to the credit of the Trustees, for the carrying on of this work in the First National Bank of St. Augustine, Fla:

Ben Johnson, Estimate No. 4, for work done on Tomoka Basin and Mosquito Lagoon Haulover, being 33,854 cu. yds. of earth excavation, during August, 1913	\$4,430.99
Ben Johnson, to assistant furnished Inspector J. L. Hays, August, 1913.....	60.00
J. L. Hays, Inspector, August, 1913.....	80.00
Lonnie Howard, Inspector, 20 days, at \$80.00 per month, August, 1913	51.61
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	\$4,622.60

The following bills were presented, approved and ordered paid account Board of Commissioners of Everglades Drainage District:

Glenn V. Scott, Expense account, August, 1913	\$ 37.60
Glenn V. Scott, Subsistence account, August, 1913	120.75
Glenn V. Scott, Salary as Asst. Engr., August, 1913	125.00
J. D. Weems, Inst. man, August, 1913.....	90.00
Lonnie Howard, Rodman, 10 days at \$2.50 per day, August, 1913	25.00
J. A. Boyd, Chainman, 27 days at \$2.00 per day, August, 1913	54.00
W. B. Bradford, Chainman, 27 days at \$2.00 per day, August, 1913	54.00
C. B. Palmer, Chainman, 14 days at \$2.00 per day, August, 1913	28.00
Elijah Brown, Cook, 9½ days at \$40.00 per month, August, 1913	12.26
Red Line Transfer, Team, 3½ days at \$6.00 per day, August, 1913	21.00
J. A. Boyd, 20 foot launch, 7 days at \$1.00 per day, August, 1913	7.00
R. C. Hicks, to use of 19 foot launch, 30 days at \$1.00 per day, August, 1913	30.00
Dade Lumber Company, Lumber furnished Engr. Hicks, bill of August 30, 1913.....	2.09
Lake Worth Mercantile Company, Supplies furnished Engr. Scott, bill of Sept. 1, 1913....	19.83
Lake Worth Mercantile Company, Supplies furnished Engr. Hicks, bill of Aug. 30, 1913	\$ 14.26
2 sets dry cells furnished Engr. Scott, bill of Aug. 31, 1913.....	3.00 17.26
Everglade Grocery Company, 25 galls. Gasoline bill of Sept. 5, 1913	5.75
Smith's Book Store, Supplies furnished Engr. Frederick, bill of Aug. 30, 1913.....	1.35

Fort Lauderdale Garage and Machine Company, Supplies furnished Engr. R. C. Hicks, bill of Sept. 1, 1913	8.45
A. W. Shackelford, Freight on 14 drums Gasoline, bill of Sept. 2, 1913.....	14.00
Railey-Milam Hdw. Co., Washers, oakum, drill and bolts furnished M. L. Heiss, bills of Aug. 1 and Sept. 1, 1913	24.05
I. E. Schilling Company, Sand and rock delivered to dock and 44 pcs. 2 in plank, bill of Aug. 30, 1913	92.25
M. L. Heiss, Expenses incurred account Lock Construction, August, 1913, and subsistence July and Aug., 1913	62.00
J. H. Jacobie, Board and Stamps, bill of Sept. 15, 1913	9.00
J. H. Jacobie, Salary as Inspector, August, 1913	60.06
Geo. H. Crafts & Co., Estimate No. 16, for work done Lock No. 1, Miami Canal, August, 1913	631.13
Furst-Clark Construction Co., Estimate No. 38, for work of excavation, being 72,731 cu-yds. earth and 17,488 cu. yds. rock, Aug., 1913..	9,316.08
Ben Johnson, Estimate No. 1, for work on extension Cypress Creek Canal, being 19,126 cu. yds. earth and 3,096 cu. yds. rock excavation, August, 1913	2,176.15
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	\$ 13,044.00

The Acting Chief Drainage Engineer presented the following statement as to work done by the Miami Engineering and Construction Company under their contract with the Trustees of July 10, 1912, and same was ordered spread upon the minutes:

"Tallahassee, Fla., September 15, 1913.

No work is now being done under the contract between the Trustees and the Miami Engineering and Construction Company, dated July 10, 1912, covering approximately six miles on Snapper Creek, six miles on Snake Creek and six miles on Cypress Creek.

Snapper Creek has been completed for a distance of 4.05 miles, Snake and Cypress, each, is considered completed under the contract.

The total amount paid out and the amount retained on these canals is as follows:

	Total Amt.	Amt. Paid.	Amt. Retained.
Snapper Creek..	\$ 26,991.75	\$ 24,292.58	\$ 2,699.17
Snake Creek....	42,292.65	37,866.72	4,425.93
Cypress Creek...	64,987.25	58,488.53	6,498.72
Total	\$134,271.65	\$120,647.83	\$13,623.82

The above table is a statement of the amounts at the termination of the contract."

The Secretary was instructed to draw a check in the sum of \$276.15 in payment of 1912 Drainage Tax on certain lands embraced in the Modified Agreement made with Dr. E. C. Chambers under date of May 25, 1912, and released by him to the State in contract of July 9, 1913.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Sept. 23, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.

Mr. Ben Johnson appeared before the Trustees and stated that the Miami Engineering & Construction Company was due him a considerable amount on excavation work done by him in the Snake Creek Canal and requested the Trustees to pay him the difference in the amount of retainage to the credit of the Miami Engineering & Construction Company and bill paid by Trustees for cleaning out North New River Canal.

Upon motion adopted it was agreed to pay Mr. Johnson the sum of \$4,300.00 from said amount retained by the Trustees upon a written order from the Miami Engineering & Construction Company.

Mr. Johnson requested that the collateral held by the Trustees as security on the bond of the Miami Engineering & Construction Company be transferred as collateral on his contract with the Trustees for the excavation of the Cypress Creek Canal, which request was acceded to.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, Sept. 29, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.
 W. A. McRae, Commissioner of Agriculture.

Hon. Chas. B. Parkhill, representing the Tampa, Charlotte Harbor & East Coast Railroad Company, appeared before the Trustees and requested a right-of-way free of all cost through the lands of the State for a proposed railroad to be built from Tampa, on the west coast, to Fort Lauderdale or Miami, on the east coast of Florida, the said proposed railroad to be constructed through the Everglades south of Lake Okeechobee.

After due consideration the Trustees took the matter under advisement.

The following resolution was adopted and ordered spread upon the minutes: It was further ordered that a copy of said resolution be transmitted to each Senator and Representative of the State of Florida in Congress of the United States, and that copies also be sent to several newspapers, Boards of Trade and other organizations in the State, requesting that they lend their aid and influence in obtaining the proper and adequate beaconing of the entire intra-coastal waterway by the United States Government, as set forth in the resolution:

WHEREAS, Through the appropriation of a large amount of land by the State of Florida, a canal has been constructed known as the Florida Coast Line Canal, connecting and supplementing the natural channels along the Atlantic seaboard, and forming a continuous intra-coastal waterway from Jacksonville to Miami; and

WHEREAS, Large sums of money are now being expended, under the direction of the State, for improving the navigability of said waterway; and,

WHEREAS, The convenience and safety of navigating the said waterway depend greatly upon the proper marking of the channel thereof by beacons; and,

WHEREAS, Beacons are needed for marking the channels of said waterway both over that portion under control and jurisdiction of the United States Government through its War Department, and also over the portion controlled by the State; therefore be it

RESOLVED, That the Senators and Representatives of the State of Florida in Congress be requested to petition the War Department of the United States to place in and along the said intra-coastal waterway such beacons as will properly and adequately mark the channel thereof, both through the natural channels under control of the United States Government, and also through the canal constructed under the direction and control of the State of Florida.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Sept. 30, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. Isham Randolph appeared before the Trustees and stated that the Palm Beach Farms Company were building about seventy miles of canal, and they were desirous of connecting their canal with the Hillsboro Canal.

As this canal is under construction the Acting Chief Drainage Engineer was instructed to take the matter up with the contractors, the Furst-Clark Construction Company, and see what arrangements could be made so as not to retard the work and yet, if possible, aid the Palm Beach Farms Company in making the connection.

Mr. E. J. L'Engle appeared before the Trustees and stated that the Hillsboro Canal & Land Company, who had taken over the lands of the Otis Syndicate, were anxious to have the same surveyed, so that parties who had purchased from them could locate their land.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, stating that under present conditions the cost of surveying in that section would be approximately \$27.00 per mile, the Trustees agreed that if the Hillsboro Canal & Land Company would pay 15 per cent. of the cost of said survey, and would advance the money to the Trustees to pay for the entire work with the understanding that at such time as convenient to the said Trustees they would refund 85 per cent. of the total amount of said survey.

Thereupon, Mr. L'Engle stated that he would present the proposition of the Trustees to his clients and notify the said Trustees of their action.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., October 1, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as counsel, Sept., 1913.....	\$ 208.34
C. B. Gwynn, salary as Chief Clerk, Land Dept., Sept., 1913	175.00
Mary Herring, salary as Stenographer, Sept., 1913	100.00
J. Stuart Lewis, salary as Secretary, Aug. and Sept., 1913	300.00
Miami Printing Company, Ad. notice of comple- tion of Tax Lists and Ad. notice of sale of lands, bill of Sept. 1, 1913.....	22.50
Western Union Tel. Co., bill for Sept., 1913....	2.47
Times-Herald, Ad. notice of sale of cypress tim- ber, bill of Sept. 25, 1913.....	2.00
First National Bank of Tallahassee, telegrams sent account Trustees' business, bill of Sept. 20, 1913	1.61
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	\$ 811.92

The following bills were presented, approved and ordered paid, account Board of Commissioners of Everglades Drainage District:

F. C. Elliott, salary as Acting Chief Drainage Engineer, Sept., 1913.....	\$ 250.00
G. D. Curtis, salary as Asst. Engr., Sept., 1913..	125.00
J. E. Downing, salary as Clerk, Sept., 1913.....	80.00

R. C. Hicks, salary as Asst. Engr., Sept., 1913..	125.00
S. M. Hicks, salary as Levelman, 15 days at \$75.00 per month, Sept., 1913.....	43.27
F. P. Wood, Cook, 5 days at \$40.00 per month, Sept., 1913	6.67
Dave Shannon, Cook, 9 days at \$40.00 per month, Sept., 1913	10.02
J. E. Davis, Rod and Chainman, 9 days at \$2.00 per day, Sept., 1913.....	18.00
E. A. Croucher, Rod and Chainman, 9 days at \$2.00 per day, Sept., 1913.....	18.00
Tom Pool, Rod and Chainman, 5 days at \$2.00 per day, Sept., 1913	10.00
W. D. Cook, Rod and Chainman, 5 days at \$2.00 per day, Sept., 1913	10.00
F. C. Cooper, Rod and Chainman, 5 days at \$2.00 per day, Sept., 1913.....	10.00
Thos. E. Frederick, Asst. Engr., Sept., 1913....	125.00
Glenn V. Scott, meals served party, Sept., 1913	\$88.50
Subsistence furnished self and assistants, other than above, Sept., 1913... 31.75	
Miscellaneous expenses, Sept., 1913... 35.04—	155.29
Glenn V. Scott, Asst. Engr., 27 days at \$140.00 per month, Sept., 1913.....	126.00
J. D. Weems, Instrumentman, Sept., 1913.....	90.00
Lonnie Howard, Rodman, 22 days at \$2.50 per day, Sept., 1913	55.00
Tom Russ, Launchman, Sept., 1913.....	75.00
J. A. Boyd, Chainman, 26 days at \$2.00 per day, Sept., 1913	52.00
John Davis, Chainman, 2 days at \$2.00 per day, Sept., 1913	4.00
A. W. Frederick, Inspector, Sept., 1913.....	60.00
M. E. Forrey, use of launch, 6 days at \$1.00 per day, Sept., 1913	6.00

Red Line Transfer, use of team, 2-3 day at \$6.00 per day, Sept., 1913.....	4.00
E. L. Brady Company, groceries account survey of certain lands in Everglades, as per agreement with Everglades Sugar and Land Company, bill of Aug. 30, 1913.....	190.25
Gulf Refining Company, gasoline furnished Engr. R. C. Hicks, Aug. 9, 16 and 29, bill of Sept. 1, 1913	179.46
Johnson & Co., account order for \$4,300.00 issued by Miami Engineering and Construction Co., on Trustees, as per their letter of Sept. 27, 1913.	2,700.00
Johnson & Co., account order for \$4,300.00 issued by Miami Engineering and Construction Co., on Trustees, as per their letter of Sept. 27, 1913..	1,600.00
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	\$6,127.96

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

New River Machine Shops and Marine Ways, Hauling out launch "Revere" by order of R. C. Hicks, bill of Sept. 20, 1913	\$	4.10
The H. & W. B. Drew Company, supplies furnished Acting Chief Drainage Engineer, bill of Sept. 20, 1913.	\$	7.42
and bill of Sept. 27, 1913	3.45	10.87
Keystone Supply Company, 1 set Vacuum Cushions for typewriter in Engr's. office, bill of Sept. 26, 1913		1.00
Alex McDougall, Postmaster, stamps, bill of Sept. 6 and 27, 1913		2.08
Western Union Tel. Co., bill for Sept., 1913 ..		4.87
F. C. Elliot, Expense of trip of inspection of work in Everglades, bill of Sept. 30, 1913..		39.00

M. L. Heiss, Board and Lodging, Sept., 1913..	30.00
M. L. Heiss, Salary as Lock Inspector, Sept., 1913	90.00
H. M. Forman, Salary as Lock Tender, Sept., 1913	45.00
McCrimmon Lumber Company, 1000 Lath fur- nished L. D. Franklin, bill of Sept. 25, 1913.	5.00
O. G. Barclay, Trips to Miami for supplies, and supplies, bill of Sept. 1, 1913	22.00
Railey-Milam Hardware Company, supplies fur- nished Engr. L. D. Franklin, bill of Sept. 1, 1913	85.52
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	\$ 339.44

Financial Statement and Disbursements for September, 1913, were presented, read and approved:

Financial Statement, Sept., 1913.

To bal. on hand Sept. 1, 1913....	\$ 70,121.18	
To E. C. Chambers, payment on lands	1,500.00	
To E. C. Chambers, payment of 1912 Drainage Tax	288.00	
To R. J. Bolles, payment on Aux- iliary Canal excavation	10,000.00	
To R. J. Bolles payment on Drain- age note	2,800.00	
To W. S. Jennings, payment of ad. of sale of lands	15.00	
To payment outstanding Warrant No. 3109	276.15	
To Land Sales, Sept., 1913	1,930.09	\$ 86,930.42
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By Disbursements, Sept., 1913..		20,136.01
To bal. on hand Oct. 1, 1913....		\$ 66,794.41

Reconcilement.

To cash and cash items in hands of Secretary.....	\$ 1,000.00	
To cash in banks	65,794.41	\$ 66,794.41

Distributed in following banks:

Florida National, Jacksonville, Fla.....	\$ 32,492.93
Atlantic National, Jacksonville, Fla.....	2,723.94
Barnett National, Jacksonville, Fla.....	590.98
Bank Palm Beach, West Palm Beach, Fla....	12,627.40
Pioneer Bank, West Palm Beach, Fla.....	12,656.73
First National Bank Tallahassee, Fla.....	4,702.43
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	\$ 65,794.41

DISBURSEMENTS.

September, 1913.

Date.	No. of Voucher.	Amount.
Sept. 3	3054—W. H. Ellis, salary as Counsel, August, 1913.....	\$ 208.33
Sept. 3	3055—C. B. Gwynn, salary as Chief Clerk, Land Dept., Aug., 1913	175.00
Sept. 3	3056—Mary Herring, salary as stenographer, Aug., 1913..	100.00
Sept. 6	3057—F. C. Elliot, expenses incurred in examination of lands for Trustees, bill of Sept. 1, 1913.....	4.50
Sept. 6	3058—Capital City Bank for T. J. Appleyard, 2,000 second sheets and 1,000 letterheads, bill of Sept. 1, 1913.....	4.00

Date.	No. of Voucher.	Amount.
Sept. 6	3059—Western Union Tel. Co., bill for August, 1913.....	6.44
Sept. 6	3060—F. C. Elliot, expenses of trip of inspection of Everglades excavation work, Aug. 15 to 21, 1913.....	51.17
Sept. 6	3061—F. C. Elliot, salary as Act- ing Chief Drainage Engr., August, 1913.....	250.00
Sept. 6	3062—G. D. Curtis, salary as Asst. Engr., Aug., 1913.....	125.00
Sept. 6	3063—J. E. Downing, salary as Clerk, August, 1913.....	80.00
Sept. 6	3064—H. M. Forman, salary as Lock Tender, Aug., 1913...	45.00
Sept. 6	3065—M. L. Heiss, salary as Lock Inspector, Aug., 1913.....	90.00
Sept. 6	3066—M. L. Heiss, expenses in- curred in connection with Lock Construction, July, 1913	13.60
Sept. 6	3067—Glenn V. Scott, expenses in- curred on Palm Beach Ca- nal, bill of Aug. 1, 1913....	21.50
Sept. 6	3068—Thos. E. Frederick, hire of motorcycle...\$ 11.75 Board and lodging for part of Aug. '13 12.00	23.75
Sept. 6	3069—Thos. E. Frederick, Asst. Engr., August, 1913	\$125.00
	Less Contg. Fund advanced January 10, 1913.....	83.24
		41.76

Date.	No. of Voucher.	Amount.
Sept. 6	3070—D. A. Smith, Inspector, 13 days at \$60.00 per month, August, 1913	30.00
Sept. 6	3071—A. W. Frederick, Inspector, August, 1913	60.00
Sept. 6	3072—R. C. Hicks, to meals served party \$232.00 Subsistence other than above furnished self and party 27.05 Stationery, Aug. 1, 1913	2.80
	————— \$261.85	
	Less Contingent Fund advanced February 18, 1913 150.00	111.85
Sept. 6	3073—Lake Worth Mercantile Company, supplies furnished Engr. Hicks, bill of July 31, 1913 \$ 15.89 Supplies furnished Engr. Scott, bill of August 1, 1913.... 62.30	78.19
Sept. 6	3074—Gulf Refining Company, Gasoline furnished Engr. Hicks, bill of July 31, 1913.	81.93
Sept. 6	3075—Isham Randolph, Chairman, Everglades Engineering Commission, Voucher No. 10, for sundry expenditures, July, 1913	2,809.02

Date.	No. of Voucher.	Amount.
Sept. 6	3076—Isham Randolph, Chairman, Everglades Engineering Commission, Voucher No. 11, for professional services of self and associate mem- bers, July, 1913	1,600.00
Sept. 12	3077—W. H. Ellis, Expenses of trip to Pensacola in re Wailes case, \$21.95; and of trip to Jacksonville account con- tract with National Con- struction Company, bill of Sept. 11, 1913	42.60
Sept. 13	3078—Atlantic National Bank, in- terest accrued on 60 day note due Sept. 15, 1913.	237.22
Sept. 13	3079—Barnett National Bank, in- terest accrued on 60 day note due Sept. 15, 1913.	175.00
Sept. 13	3080—Florida National Bank, in- terest accrued on 60 day note due Sept. 15, 1913.	175.00
Sept. 13	3081—First National Bank, inter- est accrued on 90 day note due Sept. 16, 1913.	175.00
Sept. 15	3082—Glenn V. Scott, Expense ac- count, August, 1913.	37.60
Sept. 15	3083—Glenn V. Scott, Subsistence account, August, 1913	120.75
Sept. 15	3084—Glenn V. Scott, Salary as Asst. Engr., August, 1913.	125.00
Sept. 15	3085—J. D. Weems, Inst. man, August, 1913	90.00

Date.	No. of Voucher.	Amount.
Sept. 15	3086—Lonnie Howard, Rodman, 10 days at \$2.50 per day, August, 1913	25.00
Sept. 15	3087—J. A. Boyd, Chainman, 27 days at \$2.00 per day, August, 1913	54.00
Sept. 15	3088—W. B. Bradford, Chainman, 27 days at \$2.00 per day, August, 1913	54.00
Sept. 15	3089—C. B. Palmer, Chainman, 14 days at \$2.00 per day, August, 1913	28.00
Sept. 15	3090—Elijah Brown, Cook, 9½ days at \$40.00 per month, August, 1913	12.26
Sept. 15	3091—Red Line Transfer, Team, 3½ days at \$6.00 per day, August, 1913	21.00
Sept. 15	3092—J. A. Boyd, use of 20 ft. launch, 7 days at \$1.00 per day, August, 1913	7.00
Sept. 15	3093—R. C. Hicks, to use of 19 ft. launch, 30 days at \$1.00 per day, August, 1913	30.00
Sept. 15	3094—Dade Lumber Company, Lumber furnished Engr. Hicks, bill of Aug. 30, 1913	2.09
Sept. 15	3095—Lake Worth Mercantile Company, supplies furnished Engr. Hicks, bill of August 30, 1913	19.83

Date.	No. of Voucher.	Amount.
Sept. 15	3096—Lake Worth Mercantile Company, supplies furnished Engr. Hicks, bill of August 30, 1913...\$ 14.26 2 sets Dry Cells furnished Engr. Scott, bill of Aug. 31, 1913 3.00	17.26
Sept. 15	3097—Everglades Grocery Company, 25 galls. Gasoline, bill of Sept. 5, 1913	5.75
Sept. 15	3098—Smith's Book Store, supplies furnished Engr. Frederick, bill of Aug. 30, 1913.....	1.35
Sept. 15	3099—Fort Lauderdale Garage and Machine Company, supplies furnished Engr. R. C. Hicks, bill of Sept. 1, 1913.....	8.45
Sept. 15	3100—A. W. Shackelford, freight on 14 drums Gasoline, bill of Sept. 2, 1913	14.00
Sept. 15	3101—Railey-Milam Hardware Company, washers, oakum, drill and bolts furnished M. L. Heiss, bills of Aug. 1 and Sept. 1, 1913	24.05
Sept. 15	3102—I. E. Schilling Company, Sand and rock delivered to dock, and 44 pcs. 3 in. plank, bill of Aug. 30, 1913.....	92.25

Date.	No. of Voucher.	Amount.
Sept. 15	3103—M. L. Heiss, Expenses incurred account Lock Construction, August, 1913, and Subsistence, July and August, 1913	62.00
Sept. 15	3104—J. H. Jacobie, Board and stamps, bill of Sept. 15, 1913	9.00
Sept. 15	3105—J. H. Jacobie, Salary as Inspector, August, 1913	60.00
Sept. 15	3106—Geo. H. Crafts & Company, Estimate No. 16, for work done on Lock No. 1, Miami Canal, August, 1913.....	631.13
Sept. 15	3107—Furst - Clark Construction Company, Estimate No. 38, being 72,731 cu. yds. earth and 17,488 cu. yds. rock excavation, August, 1913.....	9,316.08
Sept. 15	3108—Ben Johnson, Estimate No. 1, for work on Extension Cypress Creek Canal, being 19,126 cu. yds. earth and 3,096 cu. yds. rock excavation, August, 1913	2,176.15
Sept. 15	3109—R. B. McLendon, Tax Collector, Dade County, 1912 Drainage Taxes on certain lands released to the State by Dr. E. C. Chambers, under contract of July 9, 1913	276.15
		<hr/> \$ 20,136.01

said amount ordered paid account Board of Commissioners of Everglades Drainage District they desiring to retain \$1,252.17 of the amount due on these vouchers to be applied on the \$5,000.00 to be retained, under the terms of the contract, until the report of the Commission is received and accepted.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

—
Tallahassee, Fla., Oct. 14, 1913

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

Pursuant to a former understanding between the Trustees and said banks, upon motion it was unanimously decided to draw notes for \$12,500 each, at 60 days, in favor of The Atlantic National Bank and The Florida National Bank, of Jacksonville, Florida, respectively.

The following bills were presented, approved and ordered paid:

Barnett National Bank, 60 days interest on 10,000.00 at 7% per annum.....\$	116.66
Atlantic National Bank, 60 days interest on \$10,000.00 at 7% per annum.....	116.67

Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Atlantic National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
First National Bank, Tallahassee, 97 days interest on \$10,000.00 at 7% per annum....	188.65
	\$ 946.98

The following bills were presented, approved and ordered paid account work on Florida Coast Line Canal, and the Secretary was instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine, Florida, to the credit of the Trustees, for the carrying out of this work:

Glenn V. Scott, expenses incurred during September, 1913	\$ 32.90
Glenn V. Scott, salary as Asst. Engr., 3 days at \$140.00 per month, Sept., 1913.....	14.00
J. L. Hays, salary as Inspector, Sept., 1913..	80.00
Ben Johnson, Estimate No. 5, for work on Tomoka Basin, showing 30,056 cu. yds. earth excavated during September, 1913.....	3,922.31
	\$ 4,049.21

The following bills were presented, approved and ordered paid account Board of Commissioners:

Superintendent of Documents, Government Printing Office, 6 copies of Manual of Instructions for the Survey of Public and Private Lands, \$4.50; six restoration of Lost or Obliterated Corners, bill of October 7, 1913, \$0.30.....	\$ 4.80
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I. E. Schilling Company, Sand and Cement delivered to Lock, bill of Sept. 30, 1913....	79.01
Furst-Clark Construction Company, Estimate No. 39, for work on Lower Hillsboro Canal, being 67,829 cu. yds. earth, Sept., 1913.....	5,426.32
Ben Johnson, Estimate No. 2, Extension Cypress Creek, 38,984 cu. yds. earth, amounting to \$3,157.70, Sept., 1913. Amount due as per contract	2,500.00
Geo. H. Crafts & Co., Estimate No. 17, work on Lock No. 1, Miami Canal, Sept., 1913...	382.50
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	\$ 8,392.63

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Oct. 23, 1913.

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,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Hon. W. V. Knott was made Chairman.

Letter from Hon. Daniel A. Simmons, relative to right-of-way along banks of certain canals in the Everglades

for the Atlantic, Okeechobee & Gulf Railroad, was read for the information of the Trustees.

Letter from J. O. Wright submitting signed contract from Furst-Clark Construction Company for the west portion of the West Palm Beach Canal was read, and the contract taken under advisement.

Letter from Johnson & Company, relative to contract for West Palm Beach Canal was read and the matter taken under advisement.

The Acting Chief Drainage Engineer presented specifications for the extension of Cypress Creek Canal and the same were approved. Contract with Johnson & Company for such work was also approved, and the Acting Chief Drainage Engineer instructed to write and request Mr. Ben Johnson to come to Tallahassee to confer with the Trustees relative to this matter, and also relative to the West Palm Beach Canal.

The Acting Chief Drainage Engineer reported that it is not practical for the dredge "Miami" to resume work on the South New River Canal under the old method of rock blasting, the water being too shallow to float the drill barge, and it not being feasible to raise the water by dam.

Upon the recommendation of the Acting Chief Drainage Engineer that the speed of boats traversing the canals be limited, and that a system of tolls be fixed for passing locks, the Trustees instructed him to draw up suitable regulations relative to speed and tolls.

The Acting Chief Drainage Engineer reported that under the new field arrangement for taking care of the engineering work on the various canals, which was put in execution September 1st, the saving in cost for the month amounts to \$800.00, and he requested that, in order to carry out the new arrangement to best advantage, he be permitted to instruct the Assistant Engineer to procure a motor cycle at \$20.00 per month rental to

be used by him in facilitating travel in keeping in close touch with the work, and also to provide a new launch with suitable power for use in the canals.

The Trustees allowed \$20.00 rental per month for motor cycle, and instructed the Acting Chief Drainage Engineer to provide a proper launch of approximately 20 feet length and with 10 to 12 H. P. engine.

It was also decided that when practicable for the field party to do without a cook, an allowance would be made of \$1.00 per man per day for subsistence in the field.

The Acting Chief Drainage Engineer reported that the work on Tomoka Basin, Florida Coast Line Canal, was three-fourths completed, and requested that the Inspector on the canal be provided with a small power boat at estimated cost of not over \$150.00, which was allowed.

A report and sketch of Section 26, Tp. 51 S., R. 41 E. was submitted.

The Trustees then adjourned.

Attest: W. V. KNOTT, Comptroller.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Oct. 30, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The application of Mr. Frank T. Phillips to purchase for \$500.00 by quit claim deed the following described land, commencing at SW corner of Lot 4, Section 8, Township 53 South, Range 42 East, thence run North along West boundary of said Government Lot 4 six hundred and forty-five (645) feet, thence run East at right angles to said West boundary to low water mark of Biscayne Bay, thence run southeasterly along the west shore of Biscayne Bay to a point east of the place of beginning, containing five and five-tenths (5.5) acres, more or less, lying and being in the County of Dade, State of Florida, was read and granted, and the Commissioner of Agriculture was directed to make said quit claim deed to Philip Ullendorff, as per request of Mr. Phillips.

Hon. W. A. McRae, Commissioner of Agriculture, presented the application of Mr. J. A. Klingensmith to purchase the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 19, Township 21 South, Range 34 East, at \$10.00 per acre, and the same was granted, and the Hon. Commissioner of Agriculture requested to so inform Mr. Klingensmith and issue him a deed upon receipt of the purchase price.

The Trustees, upon request of Messrs. Thomas L. Clarke and Charles A. Dupont, authorized the issuing of a quit claim deed to them for the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 36, Township 9 South, Range 27 East, which was sold to E. C. Simkins by the Trustees June 2, 1866, for which he paid, as shown by Treasurer's receipt dated June 7, 1866, said parties having presented a Certificate from the Clerk of the Circuit Court of the County of Putnam showing title was vested in them under E. C. Simkins by deed from his heirs-at-law, dated August 18, 1913, of record in Book 62, page 327.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Oct. 31, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. A. A. Boggs, of Miami, of the firm of Hudson & Boggs, on behalf of the Miami Engineering & Construction Company, submitted to the Trustees a proposition to agree upon a method whereby the matters in dispute between the Trustees and the Miami Engineering & Construction Company, involving the damage resulting to the North New River Canal by the removal of the dredge of that Company into the said canal over the lands of the Everglades Plantation Company, in February, 1912, may be determined at as early a date as possible. The proposition being that the Miami Engineering & Construction Company, or its assignee, should bring suit against the Trustees for the balance claimed to be due to it by the Trustees, and that the Trustees plead as an offset to such claim the damage alleged to have accrued to the North New River Canal by the entrance of the dredge into the said canal, and that the cause be referred to a referee to be agreed upon and the pleadings settled and issue submitted at as early a date as convenient.

Mr. W. H. Ellis, in behalf of the Trustees, submitted a proposed stipulation to be entered into between the Trustees and Miami Engineering & Construction Company, which should involve the following points:

1 That the contract between the Trustees and the above named Company should be referred to a referee.

2. That the matter to be submitted is one of fact, namely, whether the damage to the North New River was incurred by the bringing of the dredge belonging to the Miami Engineering & Construction Company into that canal.

3. That such damage, if any, should be a proper subject of set-off by the Trustees against the action of the Miami Engineering & Construction Company or its assigns.

4. That the question of liability by Trustees to suit should be waived by the Trustees.

Mr. Boggs, in behalf of the Miami Engineering & Construction Company, pointed out that the Miami Engineering & Construction Company should be permitted to show if it could do so that the Everglades Plantation Company, and not the Miami Engineering & Construction Company, was liable to the Trustees for such damage, if any accrued, and that the questions of law and fact should be submitted to the referee.

After discussion by the Trustees, it was agreed that the Attorney for the Trustees should enter into a stipulation with the Attorney for the Miami Engineering & Construction Company for the submission of the said cause to a referee, and that in such proceedings the Miami Engineering & Construction Company, or its assigns, should be permitted to show if it could that the Everglades Plantation Company, and not the Miami Engineering & Construction Company, was liable to such damage, and consequently that such damage did not result to the canal from the bringing of the dredge of the said Construction Company into said canal, and further that the Trustees would waive the question of liability to suit.

The following resolution was adopted:

THAT the salaries of the Secretary and Stenographer shall be paid by the Trustees of the Internal Improvement Fund and the Board of Commissioners of Everglades Drainage District in the following proportion: one-third by the Trustees and two-thirds by the Board of Commissioners, so that the salaries aforesaid for two months in each quarter shall be paid by the Board of Commissioners and the remaining one month in each quarter shall be paid by the Trustees.

The following communication and reply thereto were ordered spread upon the minutes

"Tallahassee, Fla., October 28, 1913.

Trustees Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:—

Under subpoena Duces Tecum dated October 14, 1913, I am commanded to appear before the District Court of the United States, at Kansas City, Mo., November 3, 1913, for the purpose of giving evidence in a certain case wherein the United States is Plaintiff and the Grand Jury is Defendant.

I am further commanded to bring with me the field notes, soundings, borings and other data relative to the Everglades. The papers are records belonging to the State of Florida, and I, under your direction, am the custodian of the same. I therefore request that you give me permission to remove such records from their files in the capitol, and that you authorize me to carry the same to Kansas City, as required by the Court.

I beg to submit a copy of the telegram which I sent to Hon. Arba S. VanValkenburgh, Judge of the United States District Court for the Western District of Missouri, in which is set forth the status of these papers, and requesting that arrangements be made whereby they might be returned to the State without great delay.

'Tallahassee, Fla., Oct. 23, 1913.
 'Arba S. VanValkenburgh,
 United States District Court,
 Kansas City, Mo.'

'Under subpoena am commanded by your Court to appear November 3rd and bring field notes, soundings and borings of Everglades. These papers are records belonging to the State of Florida. In case necessary to retain as evidence cannot certified copies be made for that purpose and originals which I shall bring return to State with me. Wire answer my expense.

(Signed) 'F. C. Elliot,
 Acting Chief Drainage Engineer.'

to which the following is submitted in answer by Mr. Wilson, U. S. Attorney,

'Kansas City, Mo., Oct. 24, 1913.'
 'F. C. Elliot,
 Tallahassee, Fla.'

'Bring originals with you. Will make some arrangements here with reference to returning originals.

(Signed) Wilson, U. S. Attorney.
 Respectfully,

(Signed) F. C. Elliot,
 Acting Chief Drainage Engineer."

Reply:

"Tallahassee, October 31, 1913.
 Mr. F. C. Elliot,
 Acting Chief Drainage Engineer,
 Capitol.

Dear Sir:—

Your letter of October 28th, relative to your request to

remove certain records pertaining to the Everglades, from the files and carrying the same to Kansas City, has been received.

Official action was taken relative thereto by the Trustees of the Internal Improvement Fund this morning, and advise as follows:

The records which you request permission to remove constitute official documents of the State of Florida. The proper repositories of such are the archives of the State, and the files of its proper office.

Under the extraordinary condition of a command by the United States Court that you remove said records and carry the same to Kansas City, the Trustees authorize you to do so upon the following express conditions: that you do not permit said records to pass out of your possession; that you bring the same back with you with no great delay and return the same to their proper places, unless you are required by the Court to leave them in the possession of the Court.

(Signed) Park Trammell,
Governor, Chairman of the Board.

Attest:

J. Stuart Lewis,
Secretary.

The following bills were presented, approved and ordered paid:

W. H. Ellis, Salary as Counsel, October, 1913.	\$ 208.33
C. B. Gwynn, Salary as Chief Clerk, Land Dept., October, 1913	175.00
Western Union Tel. Co., services for October, 1913	6.73
Southern Express Co., services for October, 1913	1.37

further time for the removal of said timber, the Trustees, after due consideration, made a modified contract granting the said N. J. Tilghman, his heirs or assigns, a period not exceeding ten years upon the condition that said Tilghman, his heirs or assigns, as a consideration for such extension, shall pay therefor in advance at the beginning of each year the sum of Two Hundred Dollars per year for the first five years of such extension and the sum of One Hundred Dollars per year for the second five years of such extension, failure to pay the consideration mentioned, in full in advance for any year of such period to forfeit all rights under the said modified contract and the same to become void and of no effect, and any timber remaining upon the said land to revert to and vest in the Trustees.

Notice having been received from Hon. Z. T. Merritt, Clerk Circuit Court of Dade County, that Section 25, Township 50 South, Range 36 East, containing 640 acres, had been sold for Drainage Taxes and Tax Sale Certificates issued July 3, 1911, and that Tax Deed would be issued unless redeemed, and the cost of same was:

Certificate, \$34.05; interest, \$12.14; advertising of notice, \$4.80; clerk fees, .60; Total, \$51.59. Whereupon, the Secretary was instructed to draw check in payment of same in favor of Hon. Z. T. Merritt.

The following bills were approved and ordered paid:

The Atlantic Nat. Bank, 60 days interest on \$20,000.00 at 7% per annum.....	\$ 233.34
The Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
The Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
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	\$ 583.34

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

—
 Tallahassee, Florida, Nov. 17, 1913

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid account Board of Commissioners:

Mary Herring, salary as Stenographer, Oct., 1913	\$	100.00
J. Stuart Lewis, salary as Secretary, October, 1913		150.00
F. C. Elliot, salary as Acting Chief Drainage Engineer, October, 1913.....		250.00
G. D. Curtis, salary as Asst. Engr., October, 1913		125.00
J. E. Downing, salary as Clerk, October, 1913		80.00
F. C. Elliot, expenses incurred on trip of inspection Everglades work, Oct. 11 to 19, 1913		47.22

Yaeger-Bethel Hardware Company, Supplies for office Acting Chief Drainage Engineer, bill of April 30, 1913.....	2.05
F. C. Gilmore, to work on drawer of filing cabinet, bill of October 1, 1913.....	2.00
J. F. Hill, two typewriter Ribbons, bill of Oct. 3, 1913.....	2.00
Middle Florida Ice Company, 3 bottles Distilled water, bill of Nov. 1, 1913.....	.75
Alex McDougall, Postmaster, Stamps for office Acting Chief Drainage Engineer, bill of Oct. 13, 1913.....	1.04
H. R. Kaufman, work on machines in Acting Chief Drainage Engineer's office, bill of Nov. 4, 1913.....	7.25
Western Union Tel. Co., service during Oct., 1913	4.44
Furst-Clark Const. Co., meals furnished State men on dredge "Caloosahatchee," Aug., '13.	5.50
Gulf Refining Co., balances due on Invoices Nos. 4159, 4410, 4480 and 4481, under dates of May 11, Aug. 19, Oct. 18, 1912, and Invoice No. 8745 of April 9, 1913.....	282.96
The Gibbs Gas Engine Co., 10 H. P. Fulton Engine No. 2493, with full boat equipment, bill of Sept. 12, 1913	250.00
The H. & W. B. Drew Co., supplies for office Acting Chief Drainage Engineer, bill of Nov. 5, 1913	5.55
Glenn V. Scott, salary as Asst. Engr., Oct. 1913	140.00
J. D. Weems, salary as Inst. man, Oct., 1913..	90.00
J. A. Boyd, salary as Chainman, 27 days at \$2.00 per day, Oct., 1913.	54.00
Lonnie Howard, salary as Rodman, 29 days at \$2.50 per day, Oct., 1913.....	72.50
A. W. Frederick, salary as Inspector, Oct., 1913	60.00
Tom Russ, salary as Launchman, Oct., 1913..	75.00

Red Line Transfer, use of team, half day, at \$6.00 per day, Oct., 1913.....	3.00
King Sons Company, 1 10-ft. skiff, bill of Oct. 15, 1913	15.00
Lake Worth Mercantile Company, supplies for launch, bill of Oct. 25, 1913.....	18.90
Dade Lumber Company, lumber furnished Engineer Scott, bill of Oct. 31, 1913.....	9.12
A. W. Shackelford, freighting sheet piling from South Canal Lock to Miami, bill of Aug. 16, 1913	12.00
H. M. Forman, salary as Lock Tender, Oct., 1913	45.00
C. H. Lyne Foundry and Machine Co., iron work and labor, Miami Lock No. 1, bill of Sept. 15, 1913.....	43.05
I. E. Schilling Company, boat and gasoline for trip to Lock account Acting Chief Drainage Engineer, \$3.00; 600 sacks cement delivered to Lock, \$42.00; loading charge, 6 men 3 hrs., \$3.50	48.50
Baker & Holmes Company, 620 sacks cement, bill of Oct. 23, 1913.....	356.50
Railey-Milam Hdw. Co., supplies furnished M. L. Heiss, bill of Nov. 1, 1913.....	18.00
The Georgia Lumber Company, lumber furnished M. L. Heiss, bill of Oct. 28, 1913....	30.25
Geo. H. Crafts & Co., Estimate No. 18, work on Lock No. 1, Miami Canal, Oct., 1913.....	448.37
Smith's Book Store, supplies for Asst. Engr. Thos. E. Frederick, bill of Oct. 9, 1913.....	2.15
Baker & Holmes Company, 548 sacks cement, less credit memo. \$147.56, bill of Sept. 16, 1913	160.69
Gulf Refining Company, gasoline furnished Engr. Scott, as per bills of Oct. 1, 2, and 13, 1913	97.68

R. C. Hicks, salary as Inspector, Oct., 1913.	75.00
M. L. Heiss, salary as Lock Inspector, Oct., 1913, \$90.00, and amount allowed for board, \$30.00	120.00
Weekly True Democrat, printing 250 right-of-way deeds	5.00
Glenn V. Scott, Asst. Engr., 314 meals furnished party, at 33 1-3 cents per meal, Oct., 1913, \$104.67; meals and lodgings at hotels, \$19.15; miscellaneous expenses, \$19.15.	142.97
Gibbs Gas Engine Co., 1 20-ft. launch hull, \$75.00; freight prepaid to Ft. Lauderdale from Jacksonville, \$10.00.	85.00
Dixie Culvert and Metal Company, 1 gal. Ingot Iron, \$32.00; sluiceway, \$20.00.	52.00
Fort Lauderdale Lumber Company, 1,000 lath	4.50
The Record Company, printing 5,000 warrants.	17.75
L. D. Franklin, Asst. Engr., expenses incurred in survey, as per agreement Everglades Sugar and Land Co., room and board 2 men Miami, \$21.00; 1 plumb-bob and line, \$1.10, 10 chaining pins, 50 cents.	22.60
Furst-Clark Construction Company, Estimate No. 40, showing 57,589 cu. yds. earth excavation, October, 1913	4,607.12
Johnson & Co., Estimate No. 3, Cypress Creek Canal extension, showing 40,427 cu. yds. earth and 4,584 cu. yds. rock, which at 9 and 22 1-2 cents per cu. yd. respectively, amounts to \$4,469.83, for Oct., 1913, amount due as per contract	2,500.00
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	\$ 10,747.41

The following bills were presented, approved and ordered paid account of work on Florida Coast Line Canal, and the Secretary was instructed to draw checks in pay-

ment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine, Fla., to the credit of the Trustees, for the purpose of carrying out this work:

J. L. Hays, salary as Inspector, Oct., 1913....	\$ 80.00
Ben Johnson, Contractor, Assistant furnished J. L. Hays, Sept. and Oct., 1913.....	120.00
Ben Johnson, Contractor, Estimate No. 6 for work on Tomoka Basin, showing 17,354 cu. yds. earth, \$2,516.33, less 10% retained, Oct., 1913	2,264.97
Gibbs Gas Engine Company, 4 H. P. Water- man engine marine propeller, shaft and coil.	75.00
F. C. Elliot, expenses trip of inspection, Sept. 8, 1913, \$11.45; trip of inspection Oct. 18, 1913, \$8.05	19.50
McLane Building Material Company, supplies furnished Engr. Glenn V. Scott, bill of Oct. 8, 1913	4.00
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	\$ 2,563.47

Financial Statement and Disbursements for October, 1913, were presented, approved and ordered spread upon the minutes:

Financial Statement, October, 1913.

To bal on hand Oct. 1, 1913.....	\$ 66,794.41
To E. C. Chambers, payment on lands	2,000.00
To Atlantic National Bank, loan.	12,500.00
To Florida National Bank, loan.	12,500.00
To reimbursement from Board of Comrs. of Everglades Drainage Dist.	282.48

To Thos. E. Will, Int. on account	17.00	
To Int. on deposits, 3rd quarter.	1,572.68	
To Sale of Minutes	2.00	\$ 96,043.78
		<hr/>
By Disbursements, October, 1913.	\$ 18,587.23	
By Overdrafts paid	276.15	18,863.38
		<hr/>
To bal. on hand November 1, 1913		\$ 77,180.40

RECONCILEMENT.

To cash and cash items on han..	\$ 1,000.00	
To cash in banks	76,180.40	\$ 77,180.40
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Distributed in following banks:

Florida National Bank, Jacksonville, Florida.	\$ 40,267.93
Atlantic National Bank, Jacksonville, Florida	7,129.17
Barnett National Bank, Jacksonville, Florida.	23.28
First National Bank, Tallahassee, Florida....	3,396.79
Bank of Palm Beach, West Palm Beach, Florida	12,627.40
Pioneer Bank, West Palm Beach, Florida....	12,735.83
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	\$ 76,180.40

Disbursements, October, 1913.

Date.	No. of Voucher,	Amount.
Oct. 2	3110—W. H. Ellis, Salary as Counsel, Sept., 1913	\$ 208.34
Oct. 2	3111—C. B. Gwynn, Salary as Chief Clerk, Land Dept., Sept., 1913	175.00

Date.	No. of Voucher.	Amount.
Oct. 2	3112—Mary Herring, Salary as Stenographer, Sept., 1913...	100.00
Oct. 2	3113—J. Stuart Lewis, Salary as Secretary, August and Sept., 1913	300.00
Oct. 2	3114—Miami Printing Company, Ad. notice of completion of Tax Lists and ad. notice of sale of lands, bill of Sept. 1, 1913	22.50
Oct. 2	3115—Western Union Tel. Co., Bill for Sept., 1913	2.47
Oct. 2	3116—Times-Herald Ad. notice of sale of Cypress Timber, bill of Sept. 25, 1913	2.00
Oct. 2	3117—First National Bank, Talla- hassee, Telegrams sent ac- count Trustees business, bill of Sept. 20, 1913	1.61
Oct. 2	3118—F. C. Elliot, Salary as Acting Chief Drainage Engineer, Sept., 1913	250.00
Oct. 2	3119—G. D. Curtis, Salary as Asst. Engr., Sept., 1913	125.00
Oct. 2	3120—J. E. Downing, Salary as Clerk, Sept., 1913	80.00
Oct. 2	3121—R. C. Hicks, Salary as Asst. Engr., Sept., 1913.....	125.00
Oct. 2	3122—S. M. Hicks, Salary as Level- man, 15 days at \$75.00 per month, Sept., 1913	43.27
Oct. 2	3123—F. P. Wood, Cook, 5 days at \$40.00 per month, Sept., 1913	6.67

Date.	No. of Voucher.	Amount.
Oct. 2	3124—Dave Shannon, Cook, 9 days at \$40.00 per month, Sept., 1913	10.02
Oct. 2	3125—J. E. Davis, Rod and Chain- man, 9 days at \$2.00 per day, Sept., 1913	18.00
Oct. 2	3126—E. A. Croucher, Rod and Chainman, 9 days at \$2.00 per day, Sept., 1913.....	18.00
Oct. 2	3127—Tom Pool, Rod and Chain- man, 5 days at \$2.00 per day, Sept., 1913	10.00
Oct. 2	3128—W. D. Cook, Rod and Chain- man, 5 days at \$2.00 per day, Sept., 1913	10.00
Oct. 2	3129—F. C. Cooper, Rod and Chain- man, 5 days at \$2.00 per day, Sept., 1913	10.00
Oct. 2	3130—Thos. E. Frederick, Asst. Engr., Sept., 1913	125.00
Oct. 2	3131—Glenn V. Scott, meals served party, Sept., 1913\$ 88.50 Subsistence furnished self and assistants, other than above, Sept., 1913 31.75 Miscellaneous ex- penses, Sept., 1913... 35.04	155.29
Oct. 2	3132—Glenn V. Scott, Asst. Engr., 27 days at \$40.00 per month, Sept., 1913	126.00
Oct. 2	3133—J. D. Weems, Inst. man, Sept., 1913	90.00

Date.	No. of Voucher.	Amount.
Oct. 2	3134—Lonnie Howard, Rodman, 22 days at \$2.50 per day, Sept., 1913	55.00
Oct. 2	3135—Tom Russ, Launchman, Sept., 1913.....	75.00
Oct. 2	3136—J. A. Boyd, Chainman, 26 days at \$2.00 per day, Sept., 1913	52.00
Oct. 2	3137—John Davis, Chainman, 2 days at \$2.00 per day, Sept., 1913	4.00
Oct. 2	3138—A. W. Frederick, Inspector, Sept., 1913.....	60.00
Oct. 2	3139—M. E. Forrey, use of launch, 6 days at \$1.00 per day, Sept. 1913	6.00
Oct. 2	3140—Red Line Transfer, use of team, 2-3 day at \$6.00 per day, Sept., 1913.....	4.00
Oct. 2	3141—E. L. Brady Company, gro- ceries account survey, as per agreement with Everglades Sugar & Land Company, bill of Aug. 30, 1913.....	190.25
Oct. 2	3142—Gulf Refining Company, gas- oline furnished Engr. R. C. Hicks, Aug. 9, 16 and 29, bill of Sept. 1, 1913.....	179.46
Oct. 2	3143—Johnson & Co., account order for \$4,300.00 issued by Miami Engineering & Construction Co., on Trustees, as per their letter of Sept. 27, 1913.....	2,700.00

Date.	No. of Voucher.	Amount.
Oct. 2	3144—Johnson & Co., account order for \$4,300.00 issued by Miami Engineering & Construction Co. on Trustees, as per their letter of Sept. 27, 1913.....	1,600.00
Oct. 11	3145—Isham Randolph, Chairman Everglades Eng. Commission, Vouchers Nos. 12 and 13, aggregating \$3,559.91, from which \$1,252.17 was retained to apply on the \$5,000.00 to be retained until report of Commission is received and accepted.....	2,307.74
Oct. 14	3146—Barnett National Bank, 60 days interest on \$10,000.00 at 7% per annum.....	116.66
Oct. 14	3147—Atlantic National Bank, 60 days interest on \$10,000.00 at 7% per annum.....	116.67
Oct. 14	3148—Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Oct. 16	3149—Atlantic National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Oct. 16	3150—Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Oct. 16	3151—Superintendent of Documents, Government Printing Office, 6 copies of Manual of Instructions for the Survey of Public and Private Lands, \$4.50; 6 copies of	

Date.	No. of Voucher.		Amount.
		Restoration of Lost or Obliterated Corners, 30c, bill of Oct. 7, 1913.....	4.80
Oct. 16	3152—	I. E. Schilling Co., sand and cement delivered to lock, bill of Sept. 30, 1913.....	79.01
Oct. 16	3153—	Furst-Clark Const. Co., Estimate No. 39, for work on Lower Hillsboro Canal, being 67,829 cu. yds. earth, Sept., 1913	5,426.32
Oct. 16	3154—	Ben Johnson, Estimate No. 2, Extension Cypress Creek, 38,984 cu. yd. earth, amounting to \$3,157.70, Sept., 1913. Amount due as per contract	2,500.00
Oct. 16	3155—	Geo. H. Crafts & Co., Estimate No. 17, for work on Lock No. 1, Miami Canal, Sept., 1913.....	382.50
Oct. 21	3156—	First National Bank, 97 days interest on \$10,000.00 at 7% per annum.....	188.65

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, Nov. 22, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

The Trustees met to consider the advisability of re-letting the contract for the West Palm Beach Canal, and after a discussion of the matter it was decided not to enter into a contract with the Furst-Clark Construction Company, and the Secretary was instructed to write the Furst-Clark Construction Company that the Trustees of the Internal Improvement Fund could not agree to the conditions imposed by them relative to the matter of payments, nor were they willing to the clause in the proposed contract guaranteeing only 40,000 cubic yards of rock.

The trustees also directed the Secretary to advise the Furst-Clark Construction Company that in view of the fact that they had not as yet reached an agreement with them as to the terms of a contract covering the said proposed canal, that they desired to drop the matter and not make any contract with the said Company for the said western portion of the West Palm Beach Canal. The Secretary was also directed to return their proposed contract to their representative, Mr. J. O. Wright, through whom it was submitted to the Trustees.

Mr. Z. T. Merritt, Clerk of the Court of Dade County, appeared before the Trustees and presented a bill for recording certain legal papers November 27, 1911. The Secretary showed that Check No. 2695, issued December 15, 1911, for \$53.10, had been forwarded Mr. Merritt in payment of the above account, but same had never been presented for payment. Whereupon the Secretary was instructed to draw check for the amount of said bill in favor of Mr. Merritt and have Check No. 2695 cancelled.

The Secretary was instructed to return to Hudson & Boggs, of Miami, the sixty shares of stock held as collateral on the Bond of the Miami Engineering & Construction Company.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor
J. STUART LEWIS, Secretary.

Tallahassee, Florida, December 5, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

A communication was read from Messrs. A. B. and C. C. Small, of Lake City, asking the Trustees to take some action relative to redeeming certain Columbia County, Railroad Bonds. This matter having been presented to the Trustees at a meeting held June 26, 1911, and referred to the Counsel of the Trustees for an opinion, which opinion was rendered to the Trustees at a meeting held October 3, 1911, at which time, the Trustees, in conformity with advice of their Counsel, declined to pay any money or redeem any Bonds under the provisions of Chapter 3474, Laws of Florida, 1883, and in consideration of the matter the Trustees unanimously decided not to rescind

their decision of October 3, 1911, and the Secretary was instructed so to inform Messrs. A. B. and C. C. Small.

A letter from the Board of Trade of Fort Lauderdale was read in which it was stated that a hotel was needed on the South shore of Lake Okeechobee, and requesting the Trustees to release or lease sufficient and suitable land for the erection of a hotel, whereupon it was agreed by the Trustees to lease for the use of a hotel site two acres of land on or near the Lake Shore for a period of twenty-five years at the price of \$1.00 per acre, provided that a hotel be built containing not less than fifteen rooms, and that the same be continuously maintained as a hotel. The failure at any time to maintain said hotel as aforesaid will forfeit the lease and the said property will revert to the Trustees.

The matter of granting a right-of-way to the Tampa, Charlotte Harbor and East Coast Railroad along the banks of certain canals in the Everglades Drainage District was discussed, and the following preamble and resolution adopted:

WHEREAS, The Tampa, Charlotte Harbor and East Coast Railroad has made application to the Trustees of the Internal Improvement Fund of the State of Florida for permission to use one of the banks of the North New River Canal or the Miami Canal for the purpose of constructing its railroad along the banks of one or the other of said canals; and

WHEREAS, The president and other parties interested in the construction of said railroad represent to the Trustees that they propose constructing a railroad from Tampa south along the Gulf Coast and thence east to a point at or near Fort Thompson on the Caloosahatchee River, and from thence across the Everglades to a point to be selected by them on the Atlantic Ocean, and have ample funds to construct said railroad; and

WHEREAS, The Trustees recognize the great benefit that a railroad constructed across the Everglades would

be to settlers and prospective settlers in the Everglades, and also the great benefit that would accrue to the people of the lower East Coast in furnishing them with additional transportation; be it therefore

RESOLVED, That, for the purpose of aiding the construction of said railroad as much as possible, consistent with preserving the rights and interests of the people of the State as a whole, in whom is vested whatever rights the Trustees of the Internal Improvement Fund may have to the property of the banks of said canals, that the Trustees hereby propose to quitclaim to the proper officers of said Tampa, Charlotte Harbor and East Coast Railroad whatever rights said Trustees may have to such portion of said canal banks that may be selected by said Railroad Company necessary for said construction, the location of said Railroad upon said canal banks to be determined by said Trustees, said railroad to be constructed and maintained by said Railroad Company in a manner that may be determined by said Trustees as in no way damaging or interfering with the use of said canal for the purposes for which it was constructed by said Trustees, at the price of Five Hundred Dollars per mile.

BE IT FURTHER RESOLVED, That should the proposition herein contained be accepted, the said Railroad Company shall be required to deposit with the Trustees the sum of Ten (10) per cent. of the amount of said right-of-way as portion of the price per mile, and also within thirty (30) days from the date of acceptance of said proposition execute a contract and bond acceptable to the Trustees in the sum of Ten Thousand Dollars as a guarantee that work on said proposed railroad shall be commenced not later than three months from the date of said acceptance and said railroad completed within a period of three years from date of commencement of work.

Acceptance of this proposition limited to thirty days from date of the adoption of these resolutions.

The Secretary was instructed to send a copy of the foregoing preamble and resolutions to Hon. C. B. Parkhill, Attorney for said Railroad, also a copy to W. J. Epperson, President.

The following bills were presented, approved and ordered paid:

W. H. Ellis, Salary as Counsel, Nov., 1913....	\$	208.33
C. B. Gwynn, Salary as Chief Clerk, Land Dept., Nov., 1913		175.00
		<hr/>
	\$	383.33

The following bills were presented, approved and ordered paid and charged on account Board of Commissioners of Everglades Drainage District:

F. C. Elliot, Salary as Acting Chief Drainage Engineer, Nov. 1913	\$	250.00
W. A. McRae, Expenses of trip of inspection of work in Everglades, Oct. 9-19, 1913.....		57.85
G. D. Curtis, Salary as Asst. Engr., Nov. 1913		125.00
J. E. Downing, Salary as Clerk, Nov. 1913....		80.00
J. A. Boyd, Rodman, 10 days at \$2.50 per day, Nov. 1913		20.00
Lonnie Howard, Rodman, 27 days at \$2.50 per day, Nov. 1913		67.50
Tom Russ, Launchman, Nov. 1913		75.00
J. D. Weems, Inst. man, Nov. 1913.....		90.00
Glenn V. Scott, Asst. Engr., Nov. 1913.....		140.00
Glenn V. Scott, to 351 meals served party, Nov. 1913, \$117.00; Miscellaneous expenses, Nov. 1913, \$26.19		143.19
H. M. Forman, Lock Tender, Nov. 1913.....		45.00
M. L. Heiss, Salary as Lock Inspector, Nov. 1913	\$	90.00
Amount allowed for board and lodging, Nov. 1913	30.00	120.00

A. W. Frederick, Salary as Inspector, Nov. 1913	60 00
The Western Union Tel. Co., services Nov., 1913	\$ 9.82
Alex McDougall, Postmaster, stamps account office Acting Chief Dr. Engr., Nov., 1913....	2.06
Capital City Bank for T. J. Appleyard, office supplies, bill of Dec. 1, 1913.....	3.75
J. Stuart Lewis, salary as Secretary, November, 1913.....	150.00
Mary Herring, salary as Stenographer, Nov., 1913	100.00
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	\$ 1,539.17

The following additional bills were presented, approved and ordered paid:

D. R. Cox Furniture Company, letter files for office of Salesman, bill of Dec. 1, 1913.....	\$ 2.00
The H. & W. B. Drew Company, supplies for office of Secretary, bill of Nov. 15, 1913....	5.45
W. A. McRae, expenses of trip to St. Petersburg, Fla., to take testimony on part of State in case of State v. U. S., involving Fractional Sec. 36, Tp. 30 S., R. 15 E., \$28.61; cost of hearing, \$29.10.....	57.71
Western Union Tel. Co., services Nov., 1913..	7.53
Sallie S. Lewis, to copying case paper <i>in re</i> Cutting v. Trustees, bill of Nov. 29, 1913....	8.70
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	\$ 81.39

Financial Statement and Disbursements for November, 1913, were read, approved and ordered spread upon the minutes:

Financial Statement, November, 1913.

To Bal. on hand Nov. 1, 1913.....	\$77,180.40	
To Dr. E. C. Chambers, payment on land	1,500.00	
To sale of minutes.....	1.50	
To Dr. Thomas E. Will, payment of interest on contract of purchase	17.00	
To land sales	488.80	\$79,187.70
		<hr/>
By Disbursements, Nov., 1913.....		11,840.07
		<hr/>
To bal on hand Dec. 1, 1913...		\$67,347.63

RECONCILEMENT.

To cash and cash items in hands of Secretary	\$ 1,000.00	
To cash in banks.....	66,347.63	\$67,347.63
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Distributed in following banks:

Florida National Bank, Jacksonville, Fla....	\$ 35,660.81
Atlantic National Bank, Jacksonville, Fla...	988.88
Barnett National Bank, Jacksonville, Fla.....	23.28
First National Bank, Tallahassee, Fla.....	4,311.43
Bank of Palm Beach, W. Palm Beach, Fla....	12,627.40
Pioneer Bank, West Palm Beach, Fla.....	12,735.83
	<hr/>
	\$ 66,347.63

Disbursements, November, 1913.

Date.	No. of Voucher.	Amount.
Nov. 1	3157—W. H. Ellis, salary as Coun- sel, Oct., 1913.....	\$ 208.33

Date.	No. of Voucher.	Amount
Nov. 1	3158—C. B. Gwynn, salary as Chief Clerk, Land Dept., Oct., '13	175.00
Nov. 1	3159—Western Union Tel. Co., services for October, 1913..	6.73
Nov. 3	3160—Southern Express Co., bill for October, 1913.....	1.37
Nov. 3	3161—H. R. Kaufman, adjusting typewriter, in Secretary's office, bill of Nov. 1, 1913..	.50
Nov. 8	3162—Z. T. Merritt, Clerk Circuit Court, Dade County, Redemption of Sec. 23, Tp. 50 S., R. 36 E., sold for 1911 Drainage Taxes.....	51.59
Nov. 14	3163—The Atlantic National Bank, 60 days interest on \$20,000.00 at 7% per annum.....	233.34
Nov. 14	3164—The Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum....	175.00
Nov. 14	3165—The Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum...	175.00
Nov. 18	3166—Mary Herring, salary as Stenographer, Oct., 1913...	100.00
Nov. 18	3167—J. Stuart Lewis, salary as Secretary, Oct., 1913....	150.00
Nov. 18	3168—F. C. Elliot, salary as Acting Chief Dr. Engr., Oct., 1913..	250.00
Nov. 18	3169—G. D. Curtis, salary as Asst. Engr., Oct., 1913.....	125.00

Date.	No. of Voucher.	Amount.
Nov. 18	3170—J. E. Downing, salary as Clerk, Oct., 1913.....	80.00
Nov. 18	3171—F. C. Elliot, expenses incurred on trip of inspection Everglades work, Oct. 11 to 19, 1913.....	47.22
Nov. 18	3172—Yaeger-Bethel Hardware Co., supplies for office of Acting Chief Drainage Engr., bill of April 30, 1913.....	2.05
Nov. 18	3173—F. C. Gilmore, to work on drawer of filing cabinet, bill Oct. 1, 1913.....	2.00
Nov. 18	3174—J. F. Hill, 2 typewriter Ribbons, bill of Oct. 3, 1913....	2.00
Nov. 18	3175—Middle Florida Ice Company, 3 bottles Distilled Water, bill of Nov. 1, 1913..	.75
Nov. 18	3176—Alex McDougall, Postmaster, Stamps for office Acting Chief Drainage Engr., bill of Oct. 13, 1913.....	1.04
Nov. 18	3177—H. R. Kaufman, work on machines in office Acting Chief Drainage Engr., bill of Nov. 4, 1913	7.25
Nov. 18	3178—Western Union Tel. Co., services during Oct. 1913	4.44
Nov. 18	3179—Furst-Clark Construction Company, meals furnished State men on dredge "Caloo-sahatchee," August, 1913...	5.50

Date.	No. of Voucher.	Amount.
Nov. 18	3180—Gulf Refining Company, balances due on Invoices Nos. 4410, 4480, and 4481, under dates of May 11, Aug. 19, Oct. 18, 1912, and Invoice No. 8745, of April 9, 1913.....	282.96
Nov. 18	3181—The Gibbs Gas Engine Co., 10 H. P. Fulton Engine, No. 2493, with full boat equip- ment, bill of Sept. 12, 1913..	250.00
Nov. 18	3182—The H. & W. B. Drew Com- pany, supplies for office Act- ing Chief Drainage Engr., bill of Nov. 5, 1913.....	5.55
Nov. 18	3183—Glenn V. Scott, salary as Asst. Engr., Oct. 1913.....	140.00
Nov. 18	3184—J. D. Weems, salary as Inst. man, Oct. 1913	90.00
Nov. 18	3185—J. A. Boyd, Salary as Chain- man, 27 days at \$2.00 per day, Oct. 1913	54.00
Nov. 18	3186—Lonnie Howard, Salary as Rodman, 29 days at \$2.50 per day, Oct. 1913	72.50
Nov. 18	3187—A. W. Frederick, Salary as Inspector, Oct. 1913.....	60.00
Nov. 18	3188—Tom Russ, Salary as Launch- man, Oct. 1913	75.00
Nov. 18	3189—Red Line Transfer, use of Team, 1-2 day at \$6.00 per day, Oct. 1913	3.00
Nov. 18	3190—King Sons Company, 1 10-ft. skiff, bill of Oct. 15, 1913...	15.00

Date.	No. of Voucher.	Amount.
Nov. 18	3191—Lake Worth Mercantile Company, supplies for launch, bill of Oct. 25, 1913	18.90
Nov. 18	3192—D a d e L u m b e r Company, L u m b e r furnished Engr. Scott, bill of Oct. 31, 1913..	9.12
Nov. 18	3193—A. W. Shackelford, freighting sheet piling from South Canal Lock to Miami, bill of Aug. 16, 1913	12.00
Nov. 18	3194—H. M. Forman, Salary as Lock Tender, Oct. 1913	45.00
Nov. 18	3195—C. H. Lyne Foundry and Machine Company, Iron work and labor, Miami Lock No. 1, bill of Sept. 15, 1913.....	43.05
Nov. 18	3196—I. E. Schilling Company, boat and gasoline for trip to Lock account Acting Chief Drainage Engr., \$3.00; 600 sax cement delivered to Lock, \$42.00; loading charge, 6 men 3 hrs., \$3.50	48.50
Nov. 18	3197—Baker & Holmes Company, 620 sax Cement, bill of Oct. 23, 1913	356.50
Nov. 18	3198—Railey-Milam H a r d w a r e Company, supplies furnished M. L. Heiss, bill of Nov. 1, 1913	18.00
Nov. 18	3199—The Georgia Lumber Company, Lumber furnished M. L. Heiss, bill of Oct. 28, 1913	30.25

Date.	No. of Voucher.	Amount
Nov. 18	3200—Geo. H. Crafts & Company, Estimate No. 18, work on Lock No. 1, Miami Canal, Oct. 1913	448.37
Nov. 18	3201—Smith's Book Store, supplies for Asst. Engr. Thos. E. Fred- erick, bill of Oct. 9, 1913...	2.15
Nov. 18	3202—Baker & Holmes Company, 548 sax Cement, less Cr. memo. for \$147.56, bill of Sept. 16, 1913	160.69
Nov. 18	3203—Gulf Refining Company, Gasoline furnished Engr. Scott, as per bills of Oct. 1, 2 and 13, 1913	97.68
Nov. 18	3204—R. C. Hicks, Salary as Inspec- tor, Oct. 1913	75.00
Nov. 18	3205—M. L. Heiss, Salary as Lock Inspector, Oct. 1913, \$90.00, and amount allowed for board, \$30.00	120.00
Nov. 18	3206—Weekly True Democrat, Printing 250 right-of-way deeds	5.00
Nov. 18	3207—Glenn V. Scott, Asst. Engr., 314 meals fur- nished party, at 33½ cents per meal, Oct. 1913 .....\$104.67 Meals and lodging at hotels 19.15 Miscellaneous Ex- penses 19.15	142.97

Date.	No. of Voucher.	Amount.
Nov. 18	3208—Gibbs Gas Engine Company, 1 20-ft. launch hull, \$75.00; freight on same prepaid to Ft. Lauderdale from Jax, \$10.00	85.00
Nov. 18	3209—Dixie Culvert and Metal Company, 1 gal. Ingot Iron, \$32.00; Sluiceway and gate, \$20.00	52.00
Nov. 18	3210—Fort Lauderdale Lumber Company, 1000 lath	4.50
Nov. 18	3211—The Record Company, print- ing 5000 warrants	17.75
Nov. 18	3212—L. D. Franklin, Asst. Engr., Expenses incurred in survey as per agreement Everglades Sugar and Land Company, room and board 2 men Miami, \$21.00; 1 plumb-bob and line, \$1.10; 10 chaining pins, 50 cents	22.60
Nov. 18	3213—Furst-Clark Construction Company, Estimate No. 40, showing 57,589 cu. yds. earth excavation. October, 1913...	4,607.12
Nov. 18	3214—Johnson and Company, Esti- mate No. 3, Cypress Creek Canal Extension, showing 40,427 cu. yds. earth and 4,584 cu. yds. rock, which at 9 and 22½ cents per cu. yd., respectively, amounts to \$4,469.83, October, 1913, amount due as per contract.	2,500.00

Date.	No. of Voucher.	Amount.
Nov. 22	3215—Z. T. Merritt, Clerk Circuit Court Dade County, for payment of outstanding check No. 2695, issued December 15, 1911	53.10
Nov. 25	3216—Park Trammell, Expenses of trip to Jacksonville	12.70

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Dec. 5, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Minutes of February 22, 24, March 4, 11, 15, 20, 25, 29, April 3, 5, 10, 14, 15, 16, 17, 21, two minutes of April 22, 28, 29, 30, May 6, 12, 14, 16, 19, 23, 26, 31, June 7, 14, 16, 18, 21, 23, 27, 30, July 9, 12, 16, 18, August 4, 5, 9, 11, 13, 19, 20, 26, 27, 30, September 6, 9, 15, 23, 26, 29, 30, October 1, 11, 14, 23, 30, 31, November 8, 17, 22, and December 5, 1913, read and approved.

of tolls hereto attached, reserving the right to make such changes in tolls and submit same to said Board for approval if circumstances and experience should show hereafter such changes to be necessary or desirable.

This schedule of tolls was made up, or approved by Mr. Miles, while connected with the Canal Company and also interested in a Steamboat Transportation Company using the canal, and was understood to be made so as to endeavor to be fair both to the Canal Company and to the boats and commerce using the canal. Mr. Miles is now president of one line of steamboats running on the canal, and Mr. A. W. Corbett, of St. Augustine, Florida, is president of another line of steamboats running on the canal. Mr. Corbett has also approved the proposed schedule of tolls on freights as shown by a letter from him dated December 4, 1913, copy of which is submitted herewith.

There is a large amount of commerce and traffic now using the canal, consisting of freight boats, passenger boats, yachts, etc., and the Canal Company is sustaining heavy loss by not collecting tolls thereon.

WHEREFORE, It is prayed that the Board take immediate action upon and approve said schedule.

(Signed) Seth Perkins, Manager,
Florida Coast Line Canal & Trans. Co."

SCHEDULE OF TOLLS

FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY.

Pleasure or Excursion Vessels Per Foot (Length).

St. Johns and North New River Canal.....	\$.10
Matanzas and Halifax Canal.....	.10
Haulover Canal.....	.10
Jupiter and Lake Worth Canal.....	.10

Lake Worth and New River Canal.....	.10
New River and Biscayne Bay Canal.....	.10
Two Chains .....	.15
Three Chains .....	.20
Four Chains .....	.25
Five Chains .....	.30
Six Chains .....	.35

Vessels carrying Freight or Passengers or both, operating on regular schedule: Rate of Toll—Six per cent. of gross rates from all sources on each trip.

Vessels carrying Freight or Passengers or both, not operating on regular schedules: Rate of Toll—Seven and One-half per cent. of gross freight and other rates on each trip.

Towed barges or other craft (not sail or power boats) when loaded: Rate of Toll—Seven and One-half per cent. of gross rates on commodities transported.

Towed barges (when empty), Rate of Toll—One-half of above established rate per foot length of tow boat, plus Two and One-half Cents per foot for each barge in tow through ONE canal, and One Cent per foot additional for each canal thereafter.

Sail or Power Boats in tow (empty), except in case of a Sail Boat (empty), if attached to a string of barges in tow, may be towed at the same toll as empty barges: Rate of Toll—Two and One-half Cents per foot length through each canal, in addition to full established rate per foot on Tow Boats.

(Copy of letter attached to above):

“St. Augustine, Florida, Dec. 4, 1913.

Captain Seth Perkins, Sr.,

City,

Dear Sir:

Relative to the tollage rate of 6% upon the gross freight rate, will say that it sounds perfectly reasonable

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,

The following bills for work done on the Florida Coast Line Canal, during November, 1913, were presented, approved and the Secretary instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine, Florida, to the credit of the Trustees of the Internal Improvement Fund, for the carrying out of this work:

Johnson & Company, Estimate No. 7, for work on Tomoka Basin, being 13,520 cu. yds. earth,, November, 1913.....	1,764.36
J. L. Hays, Inspector, Nov., 1913.....	80.00
Ben Johnson to assistant furnished J. L. Hays, Nov., 1913.....	60.00
The Gruber-Morris Hardware Company, supplies furnished Inspector Hays for boat, bill of Nov. 1, 1913.....	20.59
Staples and Cutten, plumbing on engine and exhaust of boat, bill of Nov. 1, 1913.....	6.60
George F. Parker, building boat, installing engine, etc., bill of Nov. 1, 1913.....	36.00
	<hr/>
	\$ 1,967.55

Estimate No. 41, of the Furst-Clark Construction Co., showing 72,348 cu. yds. earth excavated during November, 1913, which, at 8 cents per cu. yd. amounts to \$5,787.84, was presented and ordered paid account Board of Commissioners with the understanding that the same be charged against the Board of Commissioners.

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

Johnson & Company, Estimate No. 4, work on Cypress Creek Canal, being 12,806 cu. yds. earth and 9,136 cu. yds. rock, amounting to \$3,208.14, less reserved per cent. of \$708.14, November, 1913.....	\$ 2,500.00
Geo. H. Crafts & Co., Estimate No. 19, for work on Lock No. 1, Miami Canal, Nov., 1913	431.38
H. R. Kaufman, office supplies, bill of Dec. 1, 1913	1.25
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	\$ 2,932.63

Articles of Agreement made and concluded the 20th day of November, 1913, between the Trustees and Board of Commissioners of Everglades Drainage District, of the one part, and Johnson & Company, of the other part, for the excavation of the West Palm Beach Canal, were ordered spread upon the minutes of this date:

ARTICLES OF AGREEMENT, Made and concluded this twentieth (20th) day of November, A. D. 1913, at Tallahassee, in the State of Florida, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, State Treasurer; T. F. West, Attorney General; and W. A. McRae, Commissioner of Agriculture, of the State of Florida, constituting and composing the Board of Commissioners of Everglades Drainage District, and as Trustees of the Internal Improvement Fund, of the State of Florida, of the one part, hereinafter called the "first parties," and Johnson & Company, a co-partnership, consisting of Ben Johnson, A. A. Boggs and W. O. Sibert, all of the City of Miami, in the State of Florida, of the other part, hereinafter called the "Contractors."

Whereas, Heretofore, on the 24th day of December, 1912, Albert W. Gilchrist, Governor; W. V. Knott, Comptroller; J. C. Luning, State Treasurer; Park Trammell, Attorney General; and 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, entered into a contract with the National Construction Company, a corporation, organized and doing business under the laws of the State of Alabama, for the construction of a certain drainage canal to connect Lake Okeechobee with Lake Worth in this State. Said contract providing among other things that the said National Construction Company should commence work on the said canal on the first day of July, 1913; that it excavate and construct the said canal in conformity with the specifications, map and profile referred to in said agreement in consideration of the sum of 7.65 cents per cubic yard for the entire excavation; that in and by said contract the said National Construction Company agreed that in event of its failure to prosecute faithfully the work of excavating and constructing the said canal in accordance with the specifications and requirements of the contract, or in the event of its failure to proceed with the said work at the time and in the manner provided in the contract and in the specifications, that in such case the said Trustees of the Internal Improvement Fund, and the Board of Drainage Commissioners should have the power to annul the contract by giving to the National Construction Company fifteen days notice in writing.

WHEREAS, The National Construction Company failed to carry out the terms of the agreement on its part to be performed, by failing to proceed with the said work of excavating and constructing the canal at the time and in the manner provided in the said contract, and did, on the 26th day of August, 1913, in writing, agree and consent to the cancellation of said contract and to the letting

of the work provided by the said contract to be done to other persons; and

WHEREAS, The said first parties have decided to let contract for the construction to other party or parties, and have received a proposal from said Johnson and Company, a co-partnership, for the construction of a portion of said canal, to begin work on the east side and work westward; and in said proposal the said parties offered to construct the said canal according to the plans and specifications attached to the said contract at and for the same compensation per cubic yard for the excavation of all material.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the said parties hereto covenant and agree to and with each other as follows:

(1) That the said Johnson and Company, a co-partnership, consisting of Ben Johnson, A. A. Boggs and W. O. Sibert, all of the city of Miami, in the State of Florida, will excavate and construct the said drainage canal between Lake Okeechobee and Lake Worth, and shall begin the work of constructing said canal at the east end and work exclusively from the east end toward the westward; and that they will at no time have more than three miles of canal under construction which is not in a completed condition; that they will furnish at their own expense the dredges, machinery, tools, implements and labor necessary and needful to the excavation and construction of the said proposed canal hereinbefore mentioned, and that they will excavate and construct the same in conformity with the plans and specifications which are hereto attached and made part of this agreement for and in consideration of the sum of 7.65 cents per cubic yard; that the Contractors will observe and conform to the plans and specifications above mentioned in each and every particular in the construction of said canal; that the Contractors will not sublet the work, nor any part thereof, nor contract with any person or persons for any excava-

tion 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 the said canal to be built and constructed by them, as aforesaid, 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 Contractors to the dimensions specified in said specifications within a reasonable time after such notice in writing at the expense of the Contractors, 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 should result from floods, unstable material, or from any other cause over which the Contractors should have no control and no authority or power to prevent, then in that event the Contractors will, upon the written order of the engineer representing the first parties, remove said obstruction and clean out said canal to the dimensions specified in said specifications within a reasonable time after such notice at the price of 7.65 cents per cubic yard to be paid by the first parties.

(2) The Contractors further agree 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 of said canal and shall and will save the Board and each of them harmless against all such claims which may arise out of matters growing out of this agreement or in any manner resulting from the work of constructing and excavating said canal; and shall use all due precaution in the execution of canal construction, and shall so conduct the work that no unnecessary hazard or danger will result from said work, either in the

method of carrying on the work or in subjecting the surrounding territory to unnecessary overflow by reason of construction of the said canal or part thereof; except that if the Contractors shall do and perform the duties and obligations imposed upon them by this contract and in accordance with the plans and specifications for the said canal that they shall not be liable for any claim for damages or injuries to land due to overflow or lessening of normal water supply, or to any effect which shall result by reason of the nature or character of the project of canal construction, but against all just claims of such nature the Board will protect the Contractors.

The Contractors further covenant and agree to observe and conform to said plans and specifications in the matter of placing excavated material and the leaving of a clear berm of ten feet between the spoil banks and the canal, and the removal of timber standing along the route of said canal, and the leaving of openings in the berm and spoil bank on each side of said canal for surface drainage at such points along the route of the canal as may be designated by the engineer representing the first parties.

The Contractors further agree to construct spur canals, not to exceed thirty feet wide, at such depth as may be necessary, extending back from the main canal at such an angle as the said engineer may direct, and for a distance not to exceed 200 feet. That the Contractors will construct said spurs, as aforesaid, and excavate same at the same price per cubic yard for the excavation of material as is designated in this agreement for the excavation of material in the construction of the main canal.

(3) That the Contractors shall commence work of constructing said canal by the first day of February, A. D. 1914, and will fully complete the same to Station 1000 on or before the first day of June, A. D. 1916, and will fully complete the entire canal on or before the first day of February, A. D. 1918. That in this matter time is an

essential part of this agreement both as to the commencement of the work of construction and the completion.

(4) The Contractors further agree to furnish security acceptable to the first parties for the faithful performance and execution of the work of constructing and excavating said canal, and within the time and manner specified in this agreement with the terms and provisions thereof.

That the Contractors shall designate some person on each dredge employed by them, as their representative, to whom 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 written instructions and orders shall be binding upon the Contractors.

(5) The Contractors agree that the first parties may appoint an inspector under the supervision of their engineer to be the representative of said engineer on each dredge, and the Contractors shall provide suitable lodging and board for such inspector without cost to the first parties.

IN CONSIDERATION OF THE PREMISES, The first parties agree to and with the Contractors, as follows:

(6) That they will employ a competent drainage engineer who shall have general supervision of the work, and will furnish to the Contractors such grades, lines 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 Contractors during the preceding month; such estimate shall show the length of canal excavated, the average width and depth, the number of cubic yards of material removed, and the total cost thereof at the contract price; that the first parties shall, thereupon, within fifteen days after such report is submitted, pay to the Contractors 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 with-

held and retained each month by the first parties until the Contractors have completed the work according to the terms of this agreement, and said canal has been accepted by the first parties.

(7) The first parties further agree to pay to the Contractors for the excavation and construction of said canal the sum of 7.65 cents 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 Contractors as indicated in the foregoing paragraph.

(8) 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 Contractors may appeal from any decision of the engineer to the Trustees of the Internal Improvement Fund of the State of Florida, whose decisions shall be final as between the Contractors and the first parties, and the first parties shall have the right to employ as engineer whomsoever they will, and may discharge him at their pleasure without consulting the Contractors.

It is further agreed between the parties hereto that the first parties may vary the route of said canal, or the dimensions thereof as set forth and described in the said plans and specifications, if they deem such change to be necessary or expedient, and that no increase in price shall be paid to the Contractors on account of such change.

It is hereby mutually agreed between the parties hereto that the plans and specifications hereinbefore referred to for the excavation and construction of said canal, showing the location of said canal, the surface of the ground, depth of earth and depth of rock and the bottom of said canal, are hereby made a part of this agreement, and that

the same are hereto attached marked "A", "B", "C", respectively.

(10) 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 Contractors, or the persons designated by them 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 six months, or discontinue the same entirely before twenty-five 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 Contractors the reserve per cent. held by the first parties to the date of such suspension of work, and shall in addition thereto pay to the said Contractors the sum of Ten Thousand (\$10,000.00) Dollars, which sum the Contractors hereby agree shall be received and accepted by them as fixed, agreed and liquidated damages, and the Contractors hereby agree and covenant to receive said sum in full payment, settlement and satisfaction of whatever damages the Contractors 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 six months after twenty-five and before fifty per cent. of the work contracted for shall have been completed, or shall discontinue the work entirely after such time, then and in that or in either such case the first parties shall pay to the Contractors the reserved per cent. held by them at the date of such suspension, and in addition thereto the sum of Four Thousand (\$4,000.00) Dollars which sum the Contractors hereby agree and covenant shall be received and accepted by them as fixed, agreed and liquidated dam-

ages, and the Contractors agree to receive the same in full payment, settlement and satisfaction for whatever damages the Contractors may sustain by reason or on account of such suspension or entire discontinuance of said work at such time, and the agreement shall therefrom become null and void, and the parties thereto shall be released from any further obligations thereunder.

It is further agreed by the parties hereto that if the said first parties shall, at any time during the life of this contract, **and after one-half or more** of said work has been performed, desire to suspend the said work and terminate this contract, that they have the unconditional option and right so to do upon giving sixty days notice in writing thereof to said Contractors, and in case of suspension of said work and termination of this contract under this option, no liability shall be incurred by said first parties to said Contractors because of such suspension and termination of this contract.

(11) 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 specifications, for such proposed canal, which said specifications are hereto attached, and that if the Contractors shall make any default in the due performance of this agreement, or any promises, covenants and agreements on their 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 agreement 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 that or in either such case the first parties shall have the power to annul

this contract by giving to the Contractors fifteen days notice in writing, and upon the giving of such notice all payments to the Contractors under this agreement shall cease, and all money or reserved per centage, 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, and the amount which may be due to the Contractors 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 the Board of Commissioners of Everglades Drainage District, and as Trustees of the Internal Improvement Fund of the State of Florida, and the Contractors have each hereunto set his hand and seal this the day and year first above written.

(Signed) Park Trammell,
Governor.
W. V. Knott,
Comptroller.
J. C. Luning,
State Treasurer.
T. F. West,
Attorney General.
W. A. McRae,
Commissioner of Agriculture.

As Board of Commissioners of
Everglades Drainage District
and as Trustees of the Internal
Improvement Fund of the
State of Florida.

Executed in the presence of the following witnesses as to the Board of Commissioners of the Everglades Drainage District, and as to the Trustees of the Internal Improvement Fund of the State of Florida.

(SEAL) F. C. Elliot,

(SEAL) J. Stuart Lewis.

(Signed) Ben Johnson,

Partner, Johnson and Company.

A. A. Boggs,

Partner, Johnson and Company.

W. O. Sibert,

Partner, Johnson and Company.

Executed in the presence of the following witnesses as to partners of Johnson and Company.

(SEAL) Eugene Baisden,

(SEAL) Alfred U. Clark.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

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Tallahassee, Florida, Dec. 30, 1913.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The matter of exchanging with Mr. Walter Waldin, of Miami, Florida, a strip of land fifty (50) feet wide on the north side of the two-acre tract at the Miami Lock, for a strip fifty-seven (57) feet wide, on the east side of said tract, was considered, and the exchange was authorized.

The matter of amounts due by R. J. Bolles on mortgage was discussed, and the Attorney General was requested to take the matter up with Mr. Bolles and institute foreclosure proceedings in case immediate settlement was not made.

The following accounts for four-fifths of the commissions due each of the Tax Assessors mentioned for assessing drainage taxes for the year 1913, were presented and ordered referred to the Board of Commissioners of Everglades Drainage District for payment, under Section 15 of Chapter 6456 of the Laws of Florida:

James M. Owens, Palm Beach County.....	\$ 615.60
F. C. Poppel, St. Lucie County.....	23.64
Wm. I. Barber, Osceola County.....	4.96
H. G. Murphy, DeSoto County.....	185.56
G. H. Bryan, Lee County.....	140.76
Thos. O. Otto, Monroe County.....	23.04
	<hr/>
	\$ 993.56

The Trustees then adjourned.

Attest: **PARK TRAMMELL**, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Jan. 2, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Minutes of December 5, 12, 17 and 30, 1913, read and approved.

Hon. W. S. Jennings, representing the Everglades Sugar and Land Company, appeared before the Trustees and requested that his Company be allowed to exchange the lands owned by them in Townships 52 and 53 South, Range 38 East, for lands owned by the Trustees in Township 51 South, Range 38 or 39 East. After due consideration the matter was taken under advisement.

Mr. Jennings requested the Trustees, on behalf of the Everglades Sugar and Land Company, to have the survey of the lands belonging to said Company, consisting of Townships 50, 51, 52 and 53 South, Ranges 38 and 39 East, completed, the work having been discontinued by order of the Trustees August 19, 1913, and that the said Company would pay the cost of said work, the Trustees to reimburse the Land Company any time within two years from date of completion of said survey. Upon vote the proposition was accepted and the Acting Chief Drainage Engineer was instructed to have the said survey completed.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, Dec., 1913.....\$	208.34
C. B. Gwynn, salary as Chief Clerk, Land Dept., Dec., 1913.....	175.00
Mary Herring, salary as Stenographer, Dec., 1913	100.00
J. Stuart Lewis, salary as Secretary, Dec., 1913	150.00

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

F. C. Elliot, salary as Acting Chief Drainage Engineer, December, 1913.....\$	250.00
G. D. Curtis, salary as Asst. Engr., Dec., '13..	125.00
J. E. Downing, salary as Clerk, Dec., 1913...	80.00
H. M. Forman, salary as Lock Tender, Dec., 1913	45.00
M. L. Heiss, salary as Lock Inspector, Dec., 1913, \$90.00; amount allowed for board and lodging, \$30.00.....	120.00
Lake Worth Mercantile Co., launch supplies and miscellaneous party expenses, bill of Nov. 29, 1913.....	29.46
Gulf Refining Co., gasoline and oil, bill of Nov. 14, 1913.....	105.35
Price W. Weybrecht, 54 gals. gasoline, bill of Nov. 11, 1913.....	10.80
Lake Worth Merc. Co., 1 beam scale, 2 gauge glasses, bill of Nov. 14, 1913.....	3.20
Glenn V. Scott, meals served party December, 1913, \$84.00; board and lodging at hotels, \$8.50; misc. party expenses, \$27.25.....	119.75

Glenn V. Scott, salary as Asst. Engr., 24 days at \$140.00 per month, Dec., 1913.....	108.39
Tom Russ, Launchman, 24 days at \$75.00 per month, Dec., 1913.....	58.06
J. D. Weems, Inst. man, 24 days at \$90.00 per month, Dec., 1913.....	69.68
Lonnie Howard, Rodman, 24 days at \$75.00 per month, Dec., 1913.....	58.06
J. A. Boyd, Chainman, 5 days at \$2.00 per day, Dec., 1913.....	10.00
A. W. Frederick, Inspector, December, 1913..	60.00
F. C. Elliot, expenses of trip to Washington, D. C., to confer with Everglades Engineering Commission, Nov. 25 to 30, 1913.....	69.50
F. C. Elliot, expenses of trip of inspection Everglades Drainage Canals, Dec. 4 to 11, 1913	53.08
Alex McDougall, Postmaster, stamps, bill of Dec. 31, 1913.....	1.00
Southern Express Company, services, Sept. and November, 1913.....	.74
Western Union Tel. Co., bill for Dec., 1913....	4.94
Hardee-Smith Drug Co., 1 clipless paper fastener, bill of Dec. 1, 1913.....	3.00
J. F. Hill, office supplies, bill of Dec. 31, 1913.	3.45
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	\$ 1,388.46

Financial Statement and Disbursements for the month of December, 1913, were presented, approved and ordered spread upon the minutes:

Financial Statement, December, 1913.

To bal. on hand Dec. 1, 1913.....	\$67,347.63
To E. C. Chambers, payment on lands	1,500.00

To Thos. E. Will, int. on account	25.00	
To sale of Minutes.....	18.00	
To int. on bank deposits.....	78.92	
To land sales, Dec., 1913.....	670.97	
		\$69,640.52
By Disbursements, Dec., 1913.....	9,016.72	
To bal. on hand Jan. 1, 1914.....		\$60,623.80

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00	
To cash in banks.....	59,623.80	
		\$60,623.80

Distributed in following banks:

Bank of Palm Beach, West Palm Beach	\$12,706.32	
Pioneer Bank, West Palm Beach.	12,735.83	
First National Bank, Tallahassee.	3,054.85	
Florida National, Jacksonville...	30,872.97	
Atlantic National, Jacksonville...	230.55	
Barnett National, Jacksonville...	23.28	
		\$59,623.80

Disbursements, December, 1913.

Date	Voucher No.	Amount.
Dec. 2	3217—W. H. Ellis, salary as Coun- sel, Nov., 1913.....	\$ 208.33
Dec. 2	3218—C. B. Gwynn, salary as Chief Clerk, Land Dept. Nov., 1913..	175.00

Date.	No. of Voucher.	Amount
Dec. 4	3219—F. C. Elliot, salary as Acting Chief Drainage Engineer, Nov., 1913	250.00
Dec. 5	3220—W. A. McRae, expenses of trip of inspection of Everglades work, Oct. 9-19, 1913.....	57.85
Dec. 5	3221—G. D. Curtis, salary as Asst. Engineer, Nov., 1913.....	125.00
Dec. 5	3222—J. E. Downing, salary as Clerk, Nov., 1913	80.00
Dec. 5	3223—J. A. Boyd, salary as Chainman, 10 days at \$2.00 per day, Nov., 1913	20.00
Dec. 5	3224—Lonnie Howard, Rodman, 27 days at \$2.50 per day, Nov., 1913	67.50
Dec. 5	3225—Tom Russ, Launchman, Nov., 1913	75.00
Dec. 5	3226—J. D. Weems, Instrumentman, Nov., 1913	90.00
Dec. 5	3227—Glenn V. Scott, Asst. Engr., Nov., 1913	140.00
Dec. 5	3228—Glenn V. Scott, to 351 meals served party, Nov., 1913, \$117.00; miscellaneous party expenses, \$26.19	143.19
Dec. 5	3229—H. M. Forman, salary as Lock Tender, Nov., 1913.....	45.00
Dec. 5	3230—M. L. Heiss, salary as Lock In- spector, Nov., 1913, \$90.00; Amount allowed for board and lodging, \$30.00	120.00
Dec. 5	3231—A. W. Frederick, salary as In- spector, Nov., 1913	60.00

Date:	No. of Voucher.	Amount.
Dec. 5	3232—Western Union Tel. Co., bill for Nov., 1913	9.82
Dec. 5	3233—Alex McDougall, P. M., stamps for office of Engr., Nov., 1913.	2.06
Dec. 5	3234—Capital City Bank for T. J. Appleyard, office supplies, bill of Dec. 1, 1913.....	3.75
Dec. 5	3235—J. Stuart Lewis, salary as Sec- retary, Nov., 1913.....	150.00
Dec. 5	3236—Mary Herring, salary as sten- ographer, Nov., 1913.....	100.00
Dec. 5	3237—D. R. Cox Furniture Co., letter files, bill of Dec. 1, 1913.....	2.00
Dec. 5	3238—H. & W. B. Drew Co., supplies for office of Secretary, bill of Nov. 15, 1913.....	5.45
Dec. 5	3239—W. A. McRae, expenses of trip to St. Petersburg, Fla., to take testimony in case State of Florida v. U. S. in re Fractl. Sec. 36, Tp. 30 S., R. 15 E....	57.71
Dec. 5	3240—Western Union Tel. Co., bill for Nov., 1913, account Trustees..	7.53
Dec. 5	3241—Sallie S. Lewis, to copying 29 pages legal-cap record at 20 cents per page, case Cutting v. Trustees, bill of Nov. 29, 1913	8.70
Dec. 13	3242—Florida Nat. Bank, interest on \$15,000.00 and \$12,500.00 due Dec. 13 and 14, 1913, respec- tively, at 7% per annum, for 60 days	320.83

Date.	No. of Voucher.	Amount.
Dec. 13	3243—Atlantic Nat. Bank, interest on \$10,000.00, \$12,500.00 and \$15,000.00 due Dec. 13, 14 and 15, 1913, respectively, at 7% per annum, for 60 days.....	437.50
Dec. 13	3244—Barnett Nat. Bank, interest on \$10,000.00 and \$15,000.00 due Dec. 13 and 15, 1913, respectively, at 7% per annum, for 60 days	291.66
Dec. 13	3245—First Nat. Bank, 90 days' interest on \$10,000.00 at 7% per annum	175.00
Dec. 17	3246—Furst-Clark Construction Co., account Estimate No. 41, showing 72,348 cu. yds. earth excavated, Nov., 1913.....	4,787.84
Dec. 17	3247—Furst-Clark Construction Co., account Estimate No. 41, showing 72,348 cu. yds. earth excavated, Nov., 1913.....	1,000.00

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 7, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Samuel W. Freas, of Miami, and A. W. Shackelford, of Fort Lauderdale, having made application to purchase excavated material from the spoil banks of canals in the Everglades Drainage District, and the Acting Chief Drainage Engineer having reported that same could be removed without detriment to the canal system, a contract was entered into by the Trustees with Samuel W. Freas, of Miami, granting him permission to remove rock from the spoil banks of the Miami Canal, and with A. W. Shackelford, of Fort Lauderdale, for the removal of earth and rock from the North New River Canal and the South New River Canal, the purchasers agreeing to remove same under direction of the Acting Chief Drainage Engineer, said purchasers to be responsible for any damage caused by them in the removal of such material, and that payments shall be made monthly for all such material removed at the price agreed upon in the contracts dated January 7, 1914.

An inspection having been made of certain lands owned by the Trustees in Sections 6 and 7, Township 16 South, Range 29 East, located in Volusia County, it was ordered that same be advertised for sale in the Record, a newspaper published in DeLand, Volusia County, Florida, for a period of 30 days, as required by law, said sale to be made Tuesday, February 17, 1914.

Report of the progress of the work being done in the canal of the Florida Coast Line Canal and Transportation Company was presented by the Acting Chief Drainage Engineer, and same was read and ordered filed.

The following bills were presented, approved and ordered paid:

S. M. Owens, Inspecting lands in Secs. 6 and 7, Tp. 16 S. R. 29 E., Dec. 30-31, 1913.....\$	14.20
W. H. Ellis, Expenses to New York and return to take testimony in case Cutting v. Trustees, Nov. 18-30, 1913	139.96
Willis Van Valkenburgh, Services as Stenographer in case J. Archbold Murry, et al., vs. Trustees, Nov. 24-25, 1913	10.00
Western Union Tel. Co., Bill for December, 1913	5.07
W. H. Ellis, Expenses of trip to New York to secure evidence in case Cutting vs. Trustees, Sept. 16-Oct.9, 1913	177.37

W. H. Ellis, Counsel for the Trustees, advised the Trustees that during his recent trip to New York in the interests of the Trustees in the matter of Robert Fulton Cutting and the Executors of the will of William Bayard Cutting, deceased, vs. the Trustees of the Internal Improvement Fund, he had had a conference with Mr. H. R. Duval, representing the Cuttings in New York, and that in such conference it was agreed between Mr. Duval and Mr. Ellis that if the Cuttings would instruct their attorneys in Florida to dismiss the suit and deliver the bonds involved in the cause to the Governor of the State of Florida for cancellation, that Mr. Ellis should recommend to the Trustees the payment of a reasonable sum out of the Sinking Fund of the Florida Railroad to Messrs. T. L. Clarke and John W. Henderson, attorneys for the Cuttings in Florida, and to pay the costs to date of the litigation.

Mr. Ellis stated that a letter was to be written, or had been written, by Mr. R. Fulton Cutting and Mrs. William Bayard Cutting to Messrs. Clarke and Henderson direct-

Mr. W. H. Ellis, Counsel for the Trustees, and Messrs. T. L. Clarke and John W. Henderson, attorneys or R. Fulton Cutting and the Executors of the Estate of William Bayard Cutting, appeared before the Trustees. Mr. Ellis stated that in the matter of the suit of J. Archibold Murry and Olivia M. Cutting, as Executors of William Bayard Cutting, deceased, and R. Fulton Cutting vs. the Trustees of the Internal Improvement Fund, now pending in the U. S. District Court for the Northern District of Florida at Tallahassee, involving the seventy-nine bonds of the Florida Railroad Company, upon which suit had been brought by the complainants in the above named cause against the Trustees to compel the payment of same, the attorneys for the complainants and defendants had discussed the terms of the dismissal of the suit and the delivery of the bonds for cancellation, and desired to submit the same to the Trustees for their consideration.

Thereupon Mr. Clarke stated to the Trustees that it was the desire of the Executors of William Bayard Cutting and Mr. R. Fulton Cutting, the complainants in said cause and the owners of the seventy-nine bonds, to dismiss the suit and to deliver the bonds to the Governor of the State of Florida for cancellation upon the payment by the Trustees of a sum of money to be delivered to himself and John W. Henderson, attorneys for the Cuttings, as compensation for their services as attorneys for the complainants in the cause.

The question of what sum should be paid by the Trustees to Messrs. T. L. Clarke and John W. Henderson was thereupon discussed, and it was

RESOLVED, That the Trustees should pay the sum of Twenty-five Hundred Dollars and the costs of the litigation to date, and that upon these terms the attorney for the Trustees should procure a dismissal of the cause and the delivery of the bonds for cancellation.

This resolution was assented to and concurred in by Messrs. T. L. Clarke and John W. Henderson.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 17, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

It having come to the attention of the Trustees informally that there is some complaint being made on account of the rate of toll placed in force December 12, 1913, by the Florida Coast Line Canal and Transportation Company with the tentative approval of the Trustees, the matter was discussed and the following resolution unanimously adopted.

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund of the State of Florida, that the Florida Coast Line Canal and Transportation Company be and is hereby notified that on Monday, January 26, 1914, at 10 o'clock A. M., the Trustees will meet at the Governor's office, at Tallahassee, Florida, for the purpose of considering the question of modifying or revoking the

toll rates now in force on the canal of the said Company, the said tolls having on December 12, 1913, been tentatively approved by the Trustees, upon the distinct condition that the Trustees reserved the right to change or modify or withdraw their approval of said schedule altogether.

BE IT FURTHER RESOLVED, That a copy of this resolution be immediately forwarded to Mr. Seth Perkins, Manager, and Mr. C. M. Cooper and Mr. W. A. MacWilliams, representatives of said Company, who heretofore appeared before the Trustees regarding tolls in the said Company's canal.

BE IT FURTHER RESOLVED, That any citizens who are interested or who may desire to appear before the Trustees at said meeting are invited to be present.

A letter from Mr. E. J. L'Engle, representing the Otis Syndicate, requesting an extension of time on payments due, was read, whereupon the following resolution was adopted:

WHEREAS, Excavation under the contract of the National Construction Company for the construction of the West Palm Beach Canal was not begun within the time stated in said contract, said contract having been taken over and assumed by Johnson & Company, who were granted an extension of time for commencing work under said contract; and,

WHEREAS, By the granting of said extension of time for commencing said work, the time of payments under the contract between the Trustees and the Otis Syndicate, as stipulated in said contract, could also be extended without detriment to the procuring of sufficient funds for continuing said excavation; it was

RESOLVED, That in compliance with the request of the Otis Syndicate the time of payment of the second pay-

ment of said Otis Syndicate be extended to April 1st, 1914, and the remaining payments to be extended eight and sixteen months after the 1st day of April, 1914; and that the payments of the Roads and Improvement Society of West Palm Beach be extended so that the second payment of \$25,000.00 be payable on April 1st, 1914, and the third payment of \$25,000.00 ten months from the 1st day of April, 1914, or on February 1st, 1915.

The following bills for work done on Florida Coast Line Canal were approved and ordered paid out of the special fund deposited to the credit of the Trustees in the First National Bank of St. Augustine by the Florida Coast Line Canal and Transportation Company for the carrying on of this work:

Ben Johnson, Estimate No. 8, for work on Tomoka Basin, being 2,564 cu. yds. earth, Dec., 1913	\$ 334.60
Glenn V. Scott, subsistence furnished party, 87 meals at 33 1-3 cents each, Dec., 1913.....	89.70
Glenn V. Scott, Asst. Engr., 7 days at \$140.00 per month, December, 1913.....	31.61
J. D. Weems, Inst. man, 7 days at \$90.00 per month, December, 1913.....	20.32
Tom Russ, Launchman, 7 days at \$75.00 per month, December, 1913.....	16.94
Lounie Howard, Rodman, 7 days at \$75.00 per month, Dec., 1913.....	16.94
J. L. Hays, Inspector, Dec., 1913.....	80.00
Gruber-Morris Hardware Co., bill of Dec. 1, for supplies, \$2.00; and bill of Dec. 15, 1913, \$2.50	4.50
F. W. Sams, use of Launch, 5 days at \$8.00 per day, \$40.00; loss of rudder, \$10.00.....	50.00
New Smyrna Lumber Company, lumber, bill of Dec. 16, 1913.....	7.59

McLane Building Material Company, lumber strips for marking.....	6.50
Trustees I. I. Fund, reimbursement for telegram sent Inspector Hays, December, '13.....	.93
	<hr/>
	\$ 659.63

The following bill was approved and ordered paid:

First National Bank, interest for 90 days on \$10,000.00 at 7% per annum.....	\$ 175.00
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Hon. W. H. Ellis, Attorney for Trustees, and Messrs. T. L. Clarke and John W. Henderson, Attorneys for R. Fulton Cutting and the Executors of William Bayard Cutting, appeared before the Trustees and announced that the Cutting suit, pending in the U. S. District Court for the Northern District of Florida, had been dismissed by an order of the Court dated the 16th day of January, A. D. 1914. Mr. Henderson then produced a letter signed by R. Fulton Cutting and Mrs. William Bayard Cutting, dated New York, December 3, 1913, relating to the dismissal of said suit and the delivery of the bonds for cancellation. It was

RESOLVED, That said letter be spread upon the minutes of the Trustees. The following is a copy of the letter:

"Thirty-two Nassau Street,

New York City, Dec. 3, 1913.

Messrs. Clarke and Henderson.

Dear Sirs—Referring to those old Florida Bonds which you have belonging to me, I write to say that I do not desire to continue the suit, and this being so, my only interest is that you may derive from the bonds a reasonably fair compensation for your services in the suit, which you undertook on a contingent fee.

I am informed that the Trustees of the Internal Improvement Fund has a small sum of money in hand which they would perhaps use to satisfy you. I, therefore, request you (upon the payment to you by the Trustees, of such reasonable compensation) to dismiss the suit, there being, of course, no claims of any character against me.

If you approve, please deliver the bonds to the Governor of the State of Florida for cancellation, in which you will personally participate, and also provide that an entry be made on the records of the Internal Improvement Fund, of this letter.

I trust that this proceeding will meet with your views and quite satisfy your expectations as to compensation.

My action is being taken by an indisposition to maintain any suit, or to recover for myself, any moneys from the State of Florida.

Very truly yours,

(Signed) R. Fulton Cutting.

I approve of the above.

(Signed) Olivia M. Cutting,

(Mrs. Wm. Bayard Cutting)."

Thereupon Mr. Clarke and Mr. Henderson delivered to the Governor the seventy-nine bonds of the Florida Railroad involved in said suit, which bonds were numbered as follows:

Nos.		Nos.	
433	1	738 to 747 inclusive	10
490 to 498 inclusive	9	929	1
500 to 518 inclusive	19	1059 to 1074 inclusive	16
649 to 656 inclusive	8	1076 to 1079 inclusive	4
727 to 763 inclusive	10	1081	1
		Total Bonds	79

amounting to \$7,968.51, of which \$2,500.00 was due according to contract, was presented, by the Board of Commissioners, with the request that the Trustees pay \$500.00 of same, which was agreed to and the Secretary instructed to draw check for \$500.00 in favor of Johnson and Company and charge same against the Board of Commissioners.

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

Johnson and Company, Account Estimate No. 5, for work Extension Cypress Creek, showing 34,049 cu. yds. earth and 21,796 cu. yds. rock excavated, December, 1913, \$7,968.51. Amount due as per contract, \$2,500.00, of which \$500.00 was paid by Trustees.....\$	500.00
The Georgia Lumber Company, Flash boards sluiceway, Miami Lock, bill of Dec. 2, 1913.	3.24
Railey-Milam Hardware Company, Hardware and iron for Miami Lock, bill of Jan. 8, 1914	21.53
Dade Lumber Company, Lumber, bill of Nov. 22, 1913	2.50
A. W. Shackelford, freight charges, bill of Jan. 5, 1914	10.50
C. B. Rawlins, 1 flat bottom boat 10 ft. long, bill of Jan. 5, 1914	15.00
Clarence H. Ashmead, Installing engine and labor furnished on launch, bill of Nov. 8, 1913	33.00
Collins Printing Company, 1 M printed Envelopes, bill of Jan. 7, 1914	2.50
Board of Public Works, 2 W. Madza lights, bill of Jan. 9, 1914	2.00
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	\$ 2,090.27

At the request of Mr. W. G. Tilghman the matter of lands ordered for sale Tuesday, February 17, 1914, in Sections 6 and 7, Township 16 South, Range 29 East, was considered, and as said advertisement did not state that there was a timber lease on said lands, it was ordered that said advertisement be discontinued.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., January 22, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 W. A. McRae, Commissioner of Agriculture.

Mr. F. C. Elliott, Acting Chief Drainage Engineer, read a telegram from Furst-Clark Construction Company, stating that certain parties had made an opening in the dam of the Hillsboro Canal on the night of the 19th instant, and water in great volumes was rushing through the cut, whereupon the following resolution was unanimously adopted:

BE IT RESOLVED, That a reward of \$100.00 is hereby offered to any person who will furnish evidence which will lead to the arrest and conviction of the party or parties who, on the night of January 19th, 1914, cut an opening in the dam on the Hillsboro Canal, near Deerfield, Fla.

BE IT FURTHER RESOLVED, That the Governor be and is requested to inform the Sheriffs of Dade and Palm Beach Counties of the aforesaid violation of the law, requesting them to do all possible in an effort to apprehend the perpetrator or perpetrators of the crime.

BE IT FURTHER RESOLVED, That in view of the public nature of the drainage operations, the law-abiding citizens of the Drainage District be invited to cooperate with the Trustees in the protecting of the canals.

BE IT FURTHER RESOLVED, That copies of this resolution be mailed to the papers of Dade and Palm Beach Counties with request that they publish same, in order that all citizens of that locality will be advised that any persons of unlawful tendency will be prosecuted to the fullest extent of the law for any injury to the drainage canals.

It was decided to advertise for sale a submerged island located in Lake Worth in Palm Beach County, lying in the $W\frac{1}{2}$ of $NE\frac{1}{4}$ and $E\frac{1}{2}$ of $NW\frac{1}{4}$ of Sec. 27, Tp. 42 S., R. 43 E. in accordance with Section 2, Chapter 6451, Laws of Florida, approved June 5th, 1913, and the Secretary was instructed to prepare and publish said advertisement for four consecutive weeks in a newspaper published in Palm Beach County.

Estimate No. 42, of the Furst-Clark Construction Company, showing 83,535 cu. yds. of earth and 665 cu. yds. of rock excavated during the month of December, 1913, amounting to \$6,815.80, was presented, approved and ordered paid, the same to be charged against the account of the Board of Commissioners of Everglades Drainage District.

The following bill was presented, approved and ordered paid:

Capital City Bank for T. J. Appleyard, for printing 1500 Land Lists, bill of Dec. 1, 1913	\$	103.50
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The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, January 26, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor.

W. V. Knott, Comptroller,

J. C. Luning, Treasurer,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

The Trustees met pursuant to notice for the purpose of hearing complaints in reference to the schedule of tolls on the Florida Coast Line Canal and Transportation Company's canal, as approved by the Trustees on December 12, 1913.

Thereupon protests and communications of complaint were read from the Florida East Coast Canal Association, of Daytona, Board of Trade of West Palm Beach, W. O. W. Camp No. 141, of Titusville, T. Gapehart and Dr. Walker Lincoln, of Cocoa, and H. S. Williams, of Rockledge, Florida.

The Canal Company was represented by Hon. C. M. Cooper, Mr. Seth Perkins and Hon. W. A. MacWilliams, who presented affidavits from Geo. W. Gibbs, Seth Perkins and J. S. Matheson, and other communications.

All the communications, affidavits, etc., were read, considered and ordered filed .

Hon. C. M. Cooper, for the Canal Company, thereupon filed the following statement :

"As the toll chain near Dania is not producing any net revenue the Canal Company will discontinue the use of that chain until further progress has been made in work on canal out of the Seventy-five Thousand Dollar fund deposited by Canal Company to be expended under the direction of the Trustees of the Internal Improvement Fund, the Canal Company not waiving any of its rights in the premises, and through rates under the schedule of tolls on any boat or freight which shall pass through any chain north of the Dania chain not to be affected."

Upon consideration of the matter it was found that the withdrawal of the Dania chain would leave no toll south of the point known as the Haulover, north of Merritt's Island, in Township 20 South, Range 36 East, and it appearing that all the protests presented came from that portion of the canal which will now have no toll chain, it was, upon motion,

ORDERED That no further action be taken at the time, and that the order made on the 12th day of December, 1913, approving the schedule of tolls then proposed remain in effect, subject to the change above noted, and until the further order of this Board, as therein stated.

IT WAS FURTHER ORDERED That copies of this order be sent the Press along the East Coast, also representatives of the Canal Company and parties who had filed complaints.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Jan. 31, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,

W. V. Knott, Comptroller,

J. C. Luning, Treasurer,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

The application made by W. S. Jennings on behalf of R. P. Davie to exchange Lot 26, Sec. 25, Tp. 50 S., R. 41 E., containing 14 1-2 acres, and North 15 1-2 acres of Lot 4, Sec. 36, Tp. 50 S., R. 41 E., for Lot 26, Sec. 28, Tp. 50 S., R. 41 E., containing 14 1-2 acres and 15 1-2 acres of the East side of Lot No. 1, Sec. 32, Tp. 50 S., R. 41 E., was considered and it was agreed to make the exchange, and the Hon. Commissioner of Agriculture was requested to make such deed of conveyance as to complete such exchange.

Mr. H. J. Champion, representing Bryant and Greenwood, appeared before the Trustees relative to survey of certain lands owned by Bryant and Greenwood on the South Shore of Lake Okeechobee, the Trustees having granted these lands to other parties. The Trustees decided that they could not pay the cost of such survey, but told Mr. Champion that they would have the land surveyed provided Bryant and Greenwood would pay all cost of such survey, the Trustees to reimburse the said Bryant and Greenwood for the proportional cost of the survey of lands owned by the Trustees in the territory so surveyed, at such times as would be satisfactory to the

Trustees within two years from completion of such survey.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Feb. 2, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

The following telegram was read from Acting Chief Drainage Engineer, F. C. Elliot, at present on a trip of inspection in the Drainage District:

"Miami, Fla., Jan. 28th, 1914.

Park Trammell,
Governor of Florida,
Tallahassee, Fla.

Second attack made on dam Hillsboro Canal Monday night. Watchman held up at point of rifle and estimated fifty men engaged in cutting dam to width of forty feet. Dredge idle on bottom of canal. Johnson reports dam on Cypress Creek cut Monday evening. Dredge laid up. A firm stand should be taken in this matter. Damage

appears to have been done by squatter farmers west of Deerfield. I requested Sheriff of Palm Beach County to get in touch with situation. (Signed) Elliott."

WHEREUPON, It was unanimously declared that immediate action should be taken to protect the State's property, and after a full discussion of the situation, the Governor was requested to employ detectives to investigate the matter and apprehend the party or parties guilty of committing said depredations. It was also deemed advisable to employ guards to protect the dams and other property in the Drainage District.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Feb. 4, 1914.

The Trustees of the International Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Minutes of January 2, 7, 12, 17, 19, 22, 26 and 31, 1914, read and approved.

The following letter was presented read and ordered spread upon the minutes:

"Tallahassee, Fla., Jan. 24, 1914.

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

Gentlemen:

Referring to our meeting with your Board at Tallahassee, on the 17th inst., and the propositions we then made you for securing patents from the United States to the State of Florida to the certain swamp and overflowed lands in Township 12, Range 21, South and East, and Township 12, Range 22, South and East, amounting to approximately eight thousand (8,000) acres, we hereby confirm our offers, as follows, to-wit:

We will undertake to secure the patents to these lands to the State of Florida, at our own expense, provided your Board will co-operate with us, and enter into a contract with us to sell and confer to us all of such lands which we may succeed in having patented, for the sum of \$1.50 per acre, as soon as the lands shall have been patented to the State.

Or we will undertake to secure the patents to the State for these lands, and at our own expense, provided we can have the co-operation of the Board, and provided that if we cannot buy from the Trustees such of these lands as we may succeed in securing patents for at the price above stated, to-wit, \$1.50 per acre, your Board will agree to advertise the patented lands and sell the same, and allow us one-half of the purchase price to reimburse us, and as our compensation for such services.

Should your Board accept either of our offers, and will advise us at as early a date as possible, we will then enter into such contract with you as may be necessary and as indicated.

Respectfully submitted,

(Signed) R. C. Camp,
J. R. Williams."

Whereupon the following resolution was unanimously adopted:

WHEREAS, There are about eight thousand (8,000) acres of land in Tp. 12 S., Rs. 21 and 22 E., bordering on Orange Lake, which are swamp and overflowed, and which should be patented to the State of Florida under the Act of Congress of September 28, 1850, but which the U. S. Government has so far failed to patent to the State, although claim has heretofore been made therefor and denied; and,

WHEREAS, Messrs. R. C. Camp and J. R. Williams, of Marion County, Florida, represent to the Trustees that they own and control whatever land grants were made the Orange Canal and Transit Company under Chapter 4483 of the Laws of 1895, and all the rights and interests under said Act which accrued to the Florida Orange Canal and Transit Company, and proposed to the Trustees that they would undertake to secure a patent to the above described lands from the U. S. Government to the State of Florida, and would cancel and discharge whatever claims, rights, titles and interests which inured and accrued to the Florida Orange Canal and Transit Company under Chapter 3823 of the Laws of 1887, and under Chapter 4483 of the Laws of 1895, if the Trustees would, when the said patents to said described lands are obtained, offer the said land for sale under the statutes of the State of Florida, whereupon the said Camp and Williams would become bidders for said lands, and in addition to the price bid for same, they would agree to drain the said lands, the condition of the bid to be that said lands should not be deeded except as the same were actually drained and were thus made ready for cultivation; and

WHEREAS, The Trustees recognize the benefit to the Fund and also to the immediate section in which the said swamp land is located which would accrue by hav-

ing the said lands reclaimed, thus making a large tract of useless land available for cultivation, therefore be it

RESOLVED, That the proposition of the said Camp and Williams be and the same is hereby accepted on condition that the price bid for said lands by the said Camp and Williams shall be not less than Five Dollars (\$5.00) per acre, and that accompanying said bid the said Camp and Williams will execute and deliver to the Trustees a cancellation of the alleged claims of the said Orange Canal and Transit Company and the said Florida Orange Canal and Transit Company, under said Chapters 3823, of the Laws of 1887, and 4483 of the Laws of 1895 for any lands alleged to have been granted by said Acts, and, at the same time, will enter into an agreement with the Trustees to drain the lands hereinbefore described and agree to begin such drainage operations within six months from the date of the purchase of said lands and prosecute the said work with due diligence and dispatch, completing the drainage thereof within four (4) years from the date of said bid.

THAT, As compensation for securing a patent to the said lands from the U. S. Government, and in consideration of the full performance of the matters and things required in the foregoing of the said Camp and Williams to be performed, the Trustees will allow to the said Camp and Williams the sum of Twenty-five Hundred Dollars (\$2,500.00) on account of the purchase price of said lands.

THAT The Trustees in offering said lands for sale and asking for bids thereon shall state as a condition of the sale that the said lands shall be drained, the drainage operations to commence within six (6) months and completed within four (4) years.

THAT, In the event any other person or persons than the said Camp and Williams should bid a greater price for said lands than Five Dollars (\$5.00) per acre, and the same should be sold to such other person, then and

in that case the sum of Twenty-five Hundred Dollars (\$2,500.00) of said purchase price shall be paid to the said Camp and Williams in consideration for their work in securing a patent to said lands and the cancellation of the alleged claims of the said Florida Orange Canal and Transit Company.

BE IT FURTHER RESOLVED, That this resolution shall be submitted to the said Camp and Williams, for their acceptance, and the same must be accepted by them within thirty (30) days from this date. Otherwise the Trustees will rescind the same.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, Jan., 1914	\$ 208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept., Jan., 1914	175.00
Capital City Bank for T. J. Appleyard, 3000 Letterheads, bill of Feb. 2, 1914	\$ 10.00
T. F. West, Expenses trip to Jax. and return account business for Trustees, Jan. 20, to 22, 1914	19.00
Alex McDougall, P. M., Envelopes, bill of Jan. 26, 1914	32.24
Guyte P. McCord, Clerk U. S. Court, Cost bill in Cutting case	15.25
Alexander Gilchrist, Clerk U. S. District Court, S. D. N. Y., Exemplified Copy Bill and Answer in case David L. Yulee vs. Francis Vose,—Eq. C 1365, bill of Jan. 21, 1914	12.75
Mrs. R. B. Gorman, Copies of Testimony and other papers in Cutting case, bill of Jan. 18, 1914	6.00
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	\$ 478.57

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

F. C. Elliot, Salary as Acting Chief Drainage Engineer, Jan. 1914	250.00
G. D. Curtis, salary as Asst. Engr., Jan. 1914	125.00
J. E. Downing, Salary as Clerk, Jan. 1914.....	80.00
L. D. Franklin, Amount due on Subsistence account for September and October, 1912, as per checking and verification of said account made Jan. 16, 1914	81.75
L. D. Franklin, Salary as Asst. Engr., 14 days at \$125.00 per month, Jan. 1914	\$ 56.45
14 days board and lodging at \$1.80 per day	25.20
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J. Stuart Lewis, Salary as Secretary, Jan. 1914	150.00
Mary Herring, Salary as Stenographer, Jan. 1914	100.00
M. L. Heiss, Salary as Lock Inspector, Jan. 1914	\$ 90.00
Amt. allowed for board and lodging	30.00
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H. M. Forman, Salary as Lock Tender, Jan. 1914	75.00
W. W. Lee, Salary as Lock Tender, Jan. 1914.....	45.00
Miami Printing Company, Legal notice, 2 issues, bill of Jan. 24, 1914	5.25
H. & W. B. Drew Company, Supplies for office Acting Chief Drainage Engineer, bills of Jan. 3 and 30, 1914, for \$4.50 and \$1.85, respectively	6.35

The Florida Record, Legal notice, 2 issues, bill of Feb. 1, 1914	4.00
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	\$ 1,124.00

The following bills were presented by the Board of Commissioners with request that the Trustees pay same, and the Secretary was instructed to draw checks in payment of same charging the amount so paid to the account of the Board of Commissioners:

Alex McDougall, P. M., stamped envelopes and postage, bill of Jan 31, 1914.....	\$ 23.69
D. R. Cox Furniture Co., framing rates of toll charges for Miami and Fort Lauderdale Locks, bill of Jan. 31, 1914	1.00
Capital City Bank for T. J. Appleyard, ruling and printing 1,000 blanks, \$10.00; 1 qr. wrap- ping paper, 50 cents, bill of Jan. 26, 1914....	10.50
H. R. Kaufman, repairs to typewriter, Engineer's office, bill of Jan. 15, 1914.....	1.50
Glenn V. Scott, salary as Asst. Engr., Jan., 1914	\$ 140.00
369 meals served self and party at 33 1-3 cents each.....	123.00
Meals and lodging at hotels.....	3.00
Miscellaneous party expenses.....	26.00—
	292.00
J. D. Weems, Inst. man., Jan., 1914.....	100.00
J. A. Boyd, Chainman, 2 days at \$2.00 per day, Jan., 1914	4.00
Tom Russ, Launchman, Jan., 1914.....	75.00
Lonnie Howard, Rodman, Jan., 1914.....	75.00
J. H. Jacobie, salary as Inspector, Jan., 1914....	60.00
A. W. Frederick, salary as Inspector, Jan., 1914.	60.00
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	\$ 702.69

Financial Statement and Disbursements for the month of January, 1914, were presented, approved and ordered placed of record:

Financial Statement, January, 1914.

To bal. on hand Jan. 1, 1914	\$ 60,623.80	
To E. C. Chambers, land payment	1,500.00	
To Thos. E. Will, interest on payments	25.00	
To payment for rock taken from canal banks	213.48	
To payment of tolls on canals	200.94	
To reimbursement from Bolles, expense account Ellis' trip to Washington, Sept. 21, 1913	16.50	
To reimbursement Florida Coast Line Canal & T. Co., account telegram sent . . . . .	.93	
To sale minutes	1.50	
To R. J. Bolles, payment on purchase note	1,500.00	
To land sales	464.64	
To interest on deposits, 4th quarter, 1913	444.52	
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	\$ 64,991.31	
By disbursements, Jan., 1914	10,257.58	—\$ 54,733.73
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RECONCILEMENT.

To cash on hand	\$ 1,000.00	
To cash in banks	53,733.73	\$ 54,733.73
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Distributed in the following banks:

Bank of Palm Beach, West Palm Beach, Florida	\$12,785.73
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Pioneer Bank, West Palm Beach, Florida	12,815.42	
First National Bank, Tallahassee, Florida	4,062.63	
Florida National Bank, Jackson- ville, Florida	23,790.05	
Atlantic National Bank, Jackson- ville, Florida	255.83	
Barnett National Bank, Jackson- ville, Florida	24.07	\$ 53,733.73

Disbursements, January, 1914.

Date.	No. of Voucher.	Amount.
Jan. 2	3248—W. H. Ellis, salary as Coun- sel, Dec., 1913.....	\$ 208.34
Jan. 2	3249—C. B. Gwynn, salary as Chief Clerk, Land Dept., Dec., 1913.....	175.00
Jan. 2	3250—Mary Herring, salary as Stenographer, Dec., 1914...	100.00
Jan. 2	3251—J. Stuart Lewis, salary as Secretary, Dec., 1914.....	150.00
Jan. 7	3252—S. M. Owens, inspecting lands in Secs. 6 and 7, Tp. 16 S., R. 29 E., Dec. 30-31, 1913..	14.20
Jan. 7	3253—W. H. Ellis, expenses to New York and return to take res- timony in case Cutting v. Trustees, Nov. 18-30, 1913..	139.96
Jan. 7	3254—Willis Van Valkenburgh, ser- vices as Stenographer in case J. Archbold Murry, <i>et al.</i> , v. Trustees, Nov. 24-25, 1913..	10.00
Jan. 7	3255—Western Union Tel. Co., bill for Dec., 1913.....	5.07

Date.	No. of Voucher.	Amount.
Jan. 7	3256—W. H. Ellis, expenses of trip to New York to secure evidence in case Cutting v. Trustees, Sept. 16 to Oct. 9, 1913	177.37
Jan. 12	3257—Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Jan. 12	3258—Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Jan. 12	3259—Atlantic National Bank, 60 days interest on \$20,000.00 7% per annum.....	233.34
Jan. 17	3260—T. L. Clarke and John W. Henderson, account of amt. allowed the Cuttings in the settlement of the suit of Cutting <i>et al.</i> v. Trustees.....	1,000.00
Jan. 17	3261—John B. Moffett, account amount allowed the Special Master in case Cutting <i>et al.</i> v. Trustees.....	100.00
Jan. 17	3262—First National Bank, Tallahassee, 90 days int. on \$10,000.00 at 7% per annum....	175.00
Jan. 19	3263—Johnson and Company, account Estimate No. 5, for work extension Cypress Creek, showing 34,049 cu. yds. earth and 21,796 cu. yds. rock excavated, Dec., 1913, \$7,968.51; amt. due as per contract, \$2,500.00, of which \$500.00 was paid by Trustees	500.00

Date.	No. of Voucher.	Amount.
Jan. 22	3264—Furst-Clark Const. Co., Estimate No. 42, showing 83,535 cu. yds. earth and 665 cu. yds, rock, Dec., 1913. . . .	6,815.80
Jan. 22	3265—Capital City Bank for T. J. Appleyard, for printing 1500 Land Lists, bill of Dec. 1, 1913	103.50
		\$ 10,257.58

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, Feb. 9, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 W. A. McRae, Commissioner of Agriculture.

Hon. John W. Henderson, Attorney for the Cuttings, appeared before the Trustees relative to a final settlement of the amount allowed the Cuttings in the settlement of the case of Cutting *et al.* v. Trustees, etc., thereupon, by order of the Trustees, the seventy-nine bonds of the Florida Railroad involved in said suit, being Nos. 433, 490 to 498 inclusive, 500 to 518 inclusive, 649 to 656

inclusive, 727 to 763 inclusive, 738 to 747 inclusive, 929, 1059 to 1074 inclusive, 1076 to 1079 inclusive, and 1081, were produced and were destroyed by being burned by the Governor in the presence of the said John W. Henderson, Attorney for the Cuttings, the Trustees, and W. H. Ellis, Attorney for the Trustees.

WHEREUPON, The Secretary was instructed to draw check for \$1,500.00 in favor of Messrs. T. L. Clarke and John W. Henderson in full of amount allowed the Cuttings in the settlement of the suit of Cutting *et al.* v. Trustees, etc., and the Secretary was instructed to charge this amount against the Sinking Fund of the Florida Railroad.

The bill now pending in Congress relative to Government aid for reclamation projects was discussed, whereupon the following resolution was unanimously adopted:

BE IT RESOLVED by the Trustees of the Internal Improvement Fund of the State of Florida, That this Board most heartily approves of the measure now pending in Congress known as House Bill 8189, being a measure providing for the aid of reclamation projects by the Federal Government. Be it further

RESOLVED, That this Board respectfully request the Florida delegation in Congress to urge the passage of said measure.

The Secretary was requested to mail copies of said resolution to the Florida representatives in Congress.

The following bills were presented, approved and ordered paid:

Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum.....\$	437.50
Barnett National Bank, 60 days interest on \$25,000.00 at 7% per annum.....	291.66
Florida National Bank, 60 days interest on \$27,500.00 at 7% per annum.....	320.83

The Board of Commissioners of Everglades Drainage District presented bill of Isham Randolph, Chairman Everglades Engineering Commission, for \$5,000.01, being balance due on contract of April 30th, 1913, with request that the Trustees pay \$2,500.00 of same, and charge against account of the Board of Commissioners, which was agreed to, and the Secretary instructed to draw check for such amount in favor of said Isham Randolph.

W. H. Ellis, Attorney for the Trustees, delivered a check of Isaac A. Stewart for \$100.00 payable to the order of W. H. Ellis, which was endorsed by him to the Trustees. This check was given in payment of a quit claim deed to be executed by the Trustees in favor of Charles H. Root to the following described lands:

Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) of Section Thirteen (13), Township Fifty (50), Range Forty-one (41), 80.

These eighty acres being the same lands involved in the litigation between Charles H. Root and the Trustees of the Internal Improvement Fund pending in the Circuit Court for the Eleventh Judicial Circuit of the State of Florida, for the County of Dade.

The quit claim deed to be delivered to Mr. C. H. Root on condition that the above mentioned suit be dismissed at the cost of the plaintiff, the Trustees to be saved harmless from all costs and expenses of the litigation.

Mr. Hagerman, of the Everglades Land Sales Company, appeared before the Trustees and requested the survey of lands in Townships Forty-three (43), Forty-four (44) and Forty-five (45) South, Range Thirty-five (35) East, and of lands in Township Forty-four (44) and Forty-five (45) South, Range Thirty-six (36) East, and stated that his Company would advance the money for such survey with the understanding that the Trustees would reimburse said Company within two years. He further requested

Barnett National Bank of Jacksonville, Florida, said note to be dated February 19, 1914.

The following bills were presented, approved and ordered paid:

Mrs. R. B. Gorman, Account fee allowed Special Master in case Cutting vs. Trustees, on order of Master	\$ 60.00
W. V. Knott, Expenses of trip to Jacksonville account business for Trustees, Jan. 20-22, 1914	15.40
Volusia County Record, Legal advertisement, 1 issue, bill of Feb. 2, 1914	3.50
Remington Typewriter Company, Cash payment made on exchange of typewriter, bill of Jan. 31, 1914	46.00
Western Union Tel. Co., Bill for Jan. 1914...	1.72
	<hr/>
	\$ 126.62

The following bills for work done on the Florida Coast Line Canal were presented, approved and Secretary instructed to draw checks in payment of same upon funds to the credit of the Trustees in the First National Bank of St. Augustine, said funds being deposited in said bank by the Florida Coast Line Canal and Transportation Company for the carrying on of this work:

McLane Building Material Company, Blind stops, hauling, bill of Feb. 1, 1914.....	\$ 4.00
K. C. Goodwin, Work on propeller, rudder, etc., bill of Jan. 28, 1914	3.35
J. L. Hays, Salary as Inspector, Jan. 1914....	80.00
Ben Johnson, Work on Tomoka Basin, 1606 cu. yds. earth at 8c per cu. yd., less reserved per cent., Jan. 1914	115.63
	<hr/>
	\$ 202.98

The following bills were presented, approved and ordered paid for the Board of Commissioners of Everglades Drainage District, and charged against their account:

The Metropolitan Detective Agency, account services rendered Board in Drainage District, Feb., 1914.....	200.00
Gulf Refining Co., Invoice No. 7075 for K. O. and Gasoline, bill of Jan. 27, 1914.....	52.11
Lake Worth Mercantile Co., Galv. chain, nails, spikes, etc., bill of Jan. 17, 1914.....	18.95
Lake Worth Mercantile Co., misc. supplies for launch, bill of Jan. 31, 1914.....	20.64
Chas. E. Newland, contracting timber guide walls, Lock No. 1, North New River Canal, bill of Jan. 31, 1914.....	284.80
Dade Lumber Co., lumber furnished Asst. Engr. Scott, bill of Jan. 9, 1914.....	1.30
Western Union Tel. Co., bill for Jan., 1914...	9.79
Furst-Clark Const. Co., Estimate No. 43, account 56,694 cu. yds. earth and 736 cu. yds. rock, Jan., 1914.....	4,682.72
Johnson & Company, Estimate No. 6, being 16,650 cu. yds. earth and 15,888 cu. yds. rock, Cypress Creek Canal, Jan., 1914, \$5,163.30 Amount due as per contract.....	2,500.00
	\$ 7,770.31

Communications from W. B. LaDue, Major, corps of Engineers, U. S. War Department, Jacksonville, Fla., dated January 3rd and 10th, 1914, relative to the Trustees doing certain work in the Caloosahatchee River, which had been referred to the Acting Chief Drainage Engineer, were taken under consideration, and the Acting Chief Drainage Engineer submitted the following opinion:

Tallahassee, Fla., Feb. 16, 1914.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

On April 17th, 1912, the Trustees of the Internal Improvement Fund of the State of Florida made application to the Secretary of War for permission to connect with Lake Okeechobee the drainage canals being constructed between the lake and the Atlantic Ocean.

Under date of March 29th, 1912, the Acting Secretary of War granted to the Trustees the permit applied for under certain conditions. The permit is herewith submitted for your information, and your attention is directed to the conditions therein set forth. Conditions ONE, TWO, THREE, FOUR, SEVEN and EIGHT relate directly to the controlling works to be constructed in the canal for the purpose of safeguarding the navigability of Lake Okeechobee. These conditions are not unreasonable, though it would be hard on the Trustees to have to carry them out at the present time. Condition NINE relates to the water level of Lake Okeechobee; Condition TEN is a stipulation relative to the permit; Condition FIVE requires the improving of the upper Caloosahatchee River and canal for navigation, and I consider the same unreasonable; Condition SIX requires the construction of a lock and dam in the lower Kissimmee River, and the same is not a reasonable requirement, and the carrying out of its provisions not justified. Condition FIVE is as follows:

"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 Ele. 11, and to gradually slope until at LaBelle the bottom Elevation will be 1; or such other work to be performed

as may be recommended by the Chief of Engineers and approved by the Secretary of War, in order to co-ordinate the improvements of this river in the interests of navigation with the State's scheme of drainage operations."

Your attention is directed to two letters from the District Engineer's Office of the War Department at Jacksonville, one directed to the Chief Drainage Engineer, dated January 3rd, and the other to the Trustees of the Internal Improvement Fund, of January 10th. These letters relate to "Obstructions to the Caloosahatchee river, Florida," and "Low Water in the Caloosahatchee river," and request the Trustees to take immediate steps to comply with Condition FIVE of the permit, and that the War Department be notified when the actual work will begin.

I do not consider that the War Department is justified in compelling the Trustees to carry out the above conditions, as to improving the upper Caloosahatchee river and canal for navigation, for the following reasons:

Lake Okeechobee has no natural outlet in the nature of creeks or rivers. Formerly the lake, when full to overflowing, discharged its flood waters over the low shores on the south and across the Everglades. Formerly there was no navigation between Lake Okeechobee and the Caloosahatchee, Ft. Thompson being at the head of navigation thereon. By reason of the drainage operations in the Everglades, a canal has been constructed connecting the head waters of the Caloosahatchee river with Lake Okeechobee. The Government had nothing to do with the construction of this canal. This canal provides navigation from Ft. Thompson to Lake Okeechobee and the use of the same constructed for drainage has been granted by the Trustees to the public for navigation as far as it may be used for that purpose. It is pointed out that navigation between the head of the Caloosahatchee river and

Lake Okeechobee never existed until a canal was constructed for drainage purposes, which incidentally provided such navigation as is attendant upon its dimensions.

I do not consider that it is a reasonable or just condition which compels the Trustees to improve a drainage canal purely in the interests of navigation.

The construction of canals from Lake Okeechobee to the Atlantic Ocean naturally affects the water level of the lake. Lake Okeechobee is a navigable body of water under the control and jurisdiction of the United States Government. The general rights as to navigation are vested in the Government. The United States is, therefore, justified in imposing such conditions as would safeguard the lake for navigation, but only such conditions. The improvement of the Caloosahatchee river and canal imposed upon the Trustees by the Government has no bearing upon the conservation or protection of navigation in Lake Okeechobee, and on that account also is not a reasonable requirement.

Condition SIX is as follows:

"That a lock and movable dam be constructed by the 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 lowering 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 coordinate the improvement of this river in the interest of navigation with the State's scheme of drainage operations."

The War Department has recommended to Congress that the State of Florida be required to carry out the construction of the lock and dam above referred to. In

discussing this subject the Everglades Engineering Commission has the following to say:

"Should Congress adopt this recommendation the Kissimmee Valley would be barred from realizing any benefit from the lowering of Lake Okeechobee and the cost to the State of Florida of maintaining the paltry navigation that would be possible in such a channel, would not merely consist in the cost of the lock and dam and channel improvement mentioned in the report of the engineer officers, but it would be equivalent to the value of more than 1,000,000 acres of the richest lands within Florida borders, because they would thus be condemned to remain swamp lands producing little except reptiles and miasma, whereas they should, under reclamation, have a selling value of at least \$100,000,000. A 3 foot waterway for navigation is certainly not worth this price."

The above is the opinion of Mr. Isham Randolph, Mr. Marshall O. Leighton and Mr. Edmund T. Perkins, the engineers of the Florida Everglades Engineering Commission, and I concur in the same.

It is well known that one of the most important internal improvements in which the United States is engaged is the improvement of its waterways in the interest of navigation, and for this purpose many millions of dollars are appropriated annually by Congress and expended by the War Department in improving navigation. It is suggested that if the government considers that the Trustees would be justified in carrying out the improvements for navigation, and that the needs of the case warrant the expenditures as set forth in clauses FIVE and SIX, the government itself would also be justified in carrying out the said improvements, within whose province the work is entirely consistent.

It is my judgment that the Trustees should do those

things, which are in reason, relative to this matter, those things pertaining strictly to safeguarding Lake Okechobee against falling below Ele. 16. To this end it may become necessary to close the outlets from the lake to the Atlantic Ocean.

The permit is revocable at will by the Secretary of War. I recommend as the best method of disposing of this matter that the Trustees take up the same with Senators Fletcher and Bryan, in Congress, setting forth their position, and request that they urge the Secretary of War to modify the permit granted to them, by withdrawing conditions FIVE and SIX from the same.

Respectfully submitted,

(Signed) F. C. Elliot,

Acting Chief Drainage Engineer."

WHEREUPON, It was ordered that the Acting Chief Drainage Engineer take the matter up with W. H. Ellis, Counsel for the Trustees, and investigate as to the Trustees duties relative to complying with said requirements.

The following agreement, for the survey of certain lands in the Everglades Drainage District, between the Trustees of the Internal Improvement Fund of the State of Florida and Thos. E. Frederick, of Miami, Florida, was entered into, signed and sealed:

THIS AGREEMENT, Made this 18th day of February, A. D. 1914, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, State Treasurer; T. F. West, Attorney General; and W. A. McRae, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, and Thos. E. Frederick, Surveyor, of the City of Miami, in the State of Florida, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the conditions, provisions

and covenants as hereinafter set forth, do hereby covenant and agree with the said party of the second part, in his own proper person, with the assistance of such instruments, men, chainmen, rodman, etc., as may be necessary, in conformity with the amended instructions for surveying the lands embraced in United States Patent No. 137, known as the Everglades, adopted by the Trustees of the Internal Improvement Fund of the State of Florida, December 23, 1912, and with such special instructions as he may receive from the Engineer representing the parties of the first part (all of said instructions to be taken and deemed a part of this contract) and will truly and faithfully survey, mark and establish the following sections in the Townships and Ranges hereinafter named, to-wit: Any or all Sections within Two (2) miles of Township line dividing Townships Forty-four (44) and Forty-five (45) South in Ranges Thirty-five (35) and Thirty-six (36) East;

That he will mark the aforesaid Sections in accordance with the above named instructions by setting standard monuments at each Section Corner and by placing wooden stakes to mark each length of Twenty Chains or quarter mile on the Section Line between the Section Corners. The stakes marking the quarter mile shall be marked on two sides, in such manner as to show their position relative to the Section Corners of the section to which the quarter stake applies, viz: a quarter stake one-fourth mile from the one section corner shall be marked one-fourth on the side next that corner and shall be marked three fourths on the opposite side to represent the distance to the other section corner. The half mile post shall be marked " $\frac{1}{2}$ " on opposite sides facing the corners to which it refers. The markers will be furnished by the Trustees and will consist of one and one-quarter inch galvanized iron pipe, eight feet in length, provided with standard bronze cap for the Section Corners, and one inch by three inch by six feet, approximate dimensions.

pine or cypress strips for marking the sub-divisions. The stakes may be marked by notches, not less than three fourths of an inch long, by one-fourth of an inch deep, by one-fourth of an inch wide, and the number of notches shall be such as to indicate the number of quarter miles from the section corners to which it refers;

THAT He will complete these surveys in the manner aforesaid, and return the true and original field notes therefor to the office of the Engineer representing the first parties, on or before the first day of April, A. D. 1914.

AND The first parties covenant and agree with the said party of the second part that on completion of the surveys above named, in the manner aforesaid, there shall be paid to the said party of the second part, by the parties of the first part, as a full compensation for all work performed under this agreement, at the rate of Eighteen (\$18.00) Dollars per mile, for Township lines, Section lines and Connecting lines, and for every mile and part of mile actually run and marked in the field, random lines and offsets not included, on the aforementioned Sections and Townships;

PROVIDED, HOWEVER, That payment in full for the surveys above named shall not be made until the plats and field notes of the survey executed under this contract shall have been accepted by the Trustees of the Internal Improvement Fund of the State of Florida, as being in accordance with the instruction herein referred to and the provisions of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this agreement, that the said surveys will not be approved by the said parties of the first part until they shall be found to be in exact accordance with the instructions hereinbefore specified; that Seventy-five Per Cent. of the amount due for the work done during the preceding month shall be paid to the party of the second part by the parties of the first

part on the 15th of each calendar month, and the remaining 25% to be retained and withheld until all plats and field notes of the survey executed under this contract shall have been surrendered and delivered to the office of the Engineer representing the first parties, and the same approved and accepted by the said first parties.

PROVIDED ALSO, That the work herein provided for shall not be sub-let or sub-contracted to other parties by the second party, without permission expressed in writing from the first parties, and that in case of such sub-letting, said sub-letting shall in no way affect the contract relations existing between the parties hereto.

IN TESTIMONY WHEREOF the parties to these Articles of Agreement have hereunto set their hands and seals, the day and year first above written, to this and another instrument of like tenor and date.

(Signed) Park Trammell, (SEAL)
Governor.

W. V. Knott, (SEAL)
Comptroller.

J. C. Luning, (SEAL)
State Treasurer.

T. F. West, (SEAL)
Attorney General.

W. A. McRae, (SEAL)
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.

(Signed) J. Stuart Lewis,
J. Hinton Pledger.

(Signed) Thos. E. Frederick,
Party of the Second Part.

Executed in the presence of the following witnesses as
to the party of the second part:

(Signed) H. P. Browning,
R. E. Branning.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, Feb. 27, 1914.

The Trustees of the Internal Improvement Fund met
in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Written request of Mr. R. J. Bolles for the release of
certain lands embraced in the mortgage held by the
Trustees against Mr. Bolles was presented, and upon con-
sideration of such request the release was executed,
which is as follows:

State of Florida,
County of Leon. SS.

Satisfaction of Mortgage: WHEREAS, Under the
provisions of two certain mortgages executed by R. J.

Bolles, of Carlsbad, New Mexico, to the Trustees of the Internal Improvement Fund of the State of Florida on or about the 23rd day of December, A. D., 1908, and on or about the 28th day of May, A. D., 1910, to secure the payments of certain purchase moneys due and therein evidenced by his promissory notes, and as otherwise set forth in said mortgages, which contain the provision authorizing in effect that the said Mortgagee may have the right to have lands released on the basis of the payment of Three (3) Dollars per acre in areas of not less than five (5) sections; and

WHEREAS, Certain large payments have been made by the said R. J. Bolles upon certain notes therein set forth and referred to, which have been duly paid and delivered to the said Mortgagee, and the said Mortgagee has agreed to release the lands hereinafter described from the lien of said mortgages, aggregating about Nineteen Hundred and Twenty (1920) acres, more or less. Now, therefore,

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One (1) Dollar to the Trustees of the Internal Improvement Fund of the State of Florida in hand paid by the said R. J. Bolles, and the further consideration of the payments heretofore made at the rate of Three (3) dollars per acre for the release of the said lands from the lien of said mortgages heretofore referred to executed by the said R. J. Bolles to the said Trustees of the Internal Improvement Fund of the State of Florida, as recorded in Book 12, page 452, and Book 17, page 436, and following, of the public records of Dade County, State of Florida, the following lands are hereby released and the mortgages so far as relate to the following described lands fully satisfied:

Section Thirty-one (31), Township Forty-five (45) South, Range Thirty-six (36) East;

Sections Nineteen (19) and Twenty-nine (29) in Township Fifty (50) South, Range Forty-one (41) East.

All the above described lands lying and being situate in the Counties of Dade and Palm Beach, State of Florida, estimated to contain Nineteen Hundred and Twenty (1920) acres, more or less.

And this satisfaction is made for the purpose that the same may be entered of record according to law.

It is expressly stipulated and agreed that the lien and effect of said mortgages upon the remainder of the lands therein described and mortgaged shall not be waived, modified or affected by this release, but shall continue in full force and effect thereon.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals and caused the Seal of the Department of Agriculture of the State of Florida to be hereunto affixed at Tallahassee, Florida, the Capital, this Twenty-seventh (27th) day of February, A. D. 1914.

(Signed)	Park Trammell,	(SEAL)
		Governor.
	W. V. Knott,	(SEAL)
		Comptroller.
	J. C. Luning,	(SEAL)
		State Treasurer.
	T. F. West,	(SEAL)
		Attorney General.
	W. A. McRae,	(SEAL)
		Commissioner of Agriculture.

The following bill was presented, approved and ordered paid for the Board of Commissioners and charged against their account:

Thos. E. Frederick, Account survey work in
Everglades, under contract of Feb. 18, 1914, . . \$ 200.00

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 5, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.

The Secretary presented bids for the purchase of an unsurveyed island located in Lake Worth, Palm Beach County, in Section 27, Township 42 South, Range 43 East, the same having been advertised for sale once a week for four weeks in the Tropical Sun, on, to-wit, January 29th, February 5th, 12th and 19th, 1914, a paper published in Palm Beach County, as required by law. None of the bids offered being satisfactory, they were rejected and the Secretary instructed to return checks to parties submitting bids.

The matter of granting the Tampa, Charlotte Harbor & East Coast Railroad a right-of-way along the banks of the North New River Canal, or the Miami Canal, under certain conditions, was considered; and

WHEREAS, The Trustees did, on the 5th day of December, 1913, adopt a resolution agreeing to grant such right-of-way for and in consideration of Five Hundred Dollars per mile, and other considerations, same to be accepted by said Railroad Company within thirty days from said date; and

WHEREAS, On the 5th day of January, 1914, the said Railroad Company, through its attorney, Hon. C. B. Parkhill, requested five weeks' extension to the above offer of said Trustees, which extension was granted; and,

WHEREAS, The thirty days allowed, with the five weeks extension expired February 9th, 1914; therefore be it

RESOLVED, That the agreement as embodied in the aforesaid resolution dated December 5th, 1913, and extended January 5th, 1914, is hereby rescinded.

The Secretary was instructed to place an advertisement in a newspaper published at Miami, Florida, West Palm Beach, Florida, and Fort Lauderdale, Florida, for one month, offering lands for sale in Township 50 South, Range 41 East, in tracts of 10 acres and up.

A communication was read from Thomas E. Will requesting the Trustees to grant him an extension of time on payment of land purchased by him in Sections 27 and 35, Township 44, Range 36, and it was agreed that additional time would be granted, interest at 6% per annum to be paid on all deferred payments, and a new contract to be made as to Section 27, Township 44, Range 36.

The following bill was presented, approved and ordered paid for the Board of Commissioners of Everglades Drainage District and charged against their account:

W. S. Whiddon, account investigation regarding damage to dams, etc., in the Everglades Drainage District	\$ 75.00
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The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, Feb., 1914.....	\$ 208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept., February, 1914.....	175.00
Western Union Tel. Co. bill for February, 1914	11.92

Capital City Bank for T. J. Appleyard, printing 1,000 land lists, bill of March 4, 1914...	8.00
D. R. Cox Furn. Co., 2 letter file indexes, bill of Feb. 2, 1914.....	1.10
	\$ 479.35

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

F. C. Elliot, expenses trip of inspection Everglades Drainage Canals.....	\$46.40	
Two fees to Clerk of Court Dade County for recording deeds dated Jan. 19 and 21, 1914, \$1.50 each.....	3.00	\$ 49.40
F. C. Elliot, salary as Acting Chief Drainage Engineer, February, 1914.....		250.00
G. D. Curtis, salary as Asst. Engr., Feb., 1914		125.00
J. E. Downing, salary as Clerk, Feb., 1914....		80.00
J. Stuart Lewis, salary as Secretary, Feb. 1914		150.00
Mary Herring, salary as Stenographer, Feb., 1914		100.00
W. W. Lee, salary as Lock Tender, Lock No. 1, Miami Canal, Feb., 1914.....		45.00
H. M. Forman, salary as Lock Tender Lock No. 1, North New River Canal, Feb., 1914.....	\$75.00	
Fee to Notary Public for deposition regarding Sanders' Cut, Lock No. 1, N. N. R. Canal.....	.50	75.50
A. W. Frederick, salary as Inspector, Feb., 1914.....		60.00
J. H. Jacobie, salary as Inspector, Feb., 1914		60.00

Glenn V. Scott, Asst. Engr., February, 1914	\$140.00	
324 meals served party at 33 1-3 cents each, Feb., 1914.....	108.00	
Board at hotels, self and assistants..	12.50	
Transportation and misc. expenses..	28.19	288.69
Tom Russ, Launchman, Feb., 1914.....		75.00
Lonnie Howard, Rodman, Feb., 1914.....		75.00
A. W. Shackelford, freight on 6 drums gasoline and K. O. from Miami, bill of January 27, 1914.....		6.00
Red Line Transfer, for conveying field party to and from work, West Palm Beach Canal, bill of Feb. 2, 1914.....		9.00
Miami Printing Co., ad. house boats and launches for sale, bill of Mar. 2, 1914.....		4.50
Chicago Steel Tape Co., 3 steel tapes, 3 boxes tape splices, bill of Feb. 11, 1914.....		21.96
Captial City Bank, for T. J. Appleyard, 500 Monthly Estimate forms, bill of Mar. 2, '14		15.00
Western Union Tel. Co., bill for Feb., 1914....		6.62
H. R. Kaufman, 1 typewriter ribbon and brush, bill of Feb. 28, 1914.....		1.00
Middle Florida Ice Co., 4 bottles dist. water, Dec., 1913, and Jan., 1914, at 25c each.....		1.00
A. McDougall, P. M., postage, Feb., 1914....		1.04
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		\$ 1,499.71

Financial Statement and Disbursements for the month of February, 1914, were presented, read and ordered spread upon the minutes:

Financial Statement, February, 1914.

To bal. on hand Feb. 1, 1914....	\$ 54,733.73
To E. C. Chambers, land payment	2,500.00

To Thos. E. Will, Int. on acct...	5.33	
To Baker & Holmes, empty sacks	105.44	
To cost Reports Engineering Commission	265.50	
To Tolls collected on Canals, Feb., 1914	432.99	
To Land Sales, Feb., 1914	1,597.30	
To Loan from Barnett Ntl. Bk...	7,500.00	
	<u>\$ 67,140.29</u>	
By Disbursements, Feb., 1914...	14,328.18	
	<u>\$ 52,812.11</u>	
To bal. Mar. 1, 1914		\$ 52,812.11

RECONCILEMENT.

To cash on hand	\$ 1,000.00	
To cash in banks	51,812.11	\$ 52,812.11

Distributed in following banks:

Bank of Palm Beach, West Palm Beach, Florida	\$ 12,785.73	
Pioneer Bank, West Palm Beach, Florida	12,815.42	
First National Bank, Tallahassee, Florida	1,823.73	
Florida National Bank, Jacksonville, Florida	23,790.05	
Atlantic National Bank, Jacksonville, Florida	255.83	
Barnett National Bank, Jacksonville, Florida	341.35	\$ 51,812.11

Disbursements, February, 1914.

Date.	No. of Voucher.	Amount.
Feb. 2	3266—W. H. Ellis, Salary as Counsel, Jan., 1914	\$ 208.33
Feb. 2	3267—C. B. Gwynn, Salary as Chief Clerk, Land Dept., Jan., 1914	175.00
Feb. 2	3268—Capital City Bank for T. J. Appleyard, 3,000 Letterheads, bill of Feb. 2, 1914.....	10.00
Feb. 2	3269—T. F. West, Expenses trip to Jacksonville, account business for Trustees, Jan. 20-22, 1914	19.00
Feb. 2	3270—Alex McDougall, P. M., Envelopes, bill of Jan. 26, 1914.	32.24
Feb. 2	3271—Guyte P. McCord, Clerk U. S. D. C., Cost bill in Cutting case	15.25
Feb. 2	3272—Alexander Gilchrist, Clerk U. S. D. C., S. D. N. Y., Exemplified Copy Bill and Answer in case David L. Yulee vs. Francis Vose, bill of Jan. 21, 1914	12.75
Feb. 2	3273—Mrs. R. B. Gorman, Copies of Testimony and other papers in Cutting case	6.00
Feb. 6	3274—Alex McDougall, P. M., Stamped envelopes and postage, bill of Jan. 31, 1914...	23.69

Date.	No. of Voucher.	Amount.
Feb. 6	3275—D. R. Cox Furniture Co., Framing rates of toll charges for Miami and Fort Lauderdale Locks, bill of Jan. 31, 1914	1.00
Feb. 6	3276—Capital City Bank for T. J. Appleyard, Ruling and printing 1000 blanks, \$10.00; 1 qr. wrapping paper, 50 cents, bill of Jan. 26, 1914.....	10.50
Feb. 6	3277—H. R. Kaufman, Repairs to typewriter, Engr's. office, bill of Jan. 15, 1914	1.50
Feb. 6	3278—Glenn V. Scott, Sal- ary as Asst. Engr., Jan. 1914 .....\$140.00 369 meals served self and party at 33½ cents each 123.00 Meals and lodging at hotels 3.00 Misc. party expenses. 26.00	292.00
Feb. 6	3279—J. D. Weems, Inst. man, Jan. 1914	100.00
Feb. 6	3280—J. A. Boyd, Chainman, 2 days at \$2.00 per day, Jan. 1914	4.00
Feb. 6	3281—Tom Russ, Launchman, Jan. 1914	75.00
Feb. 6	3282—Lonnie Howard, Rodman, Jan. 1914	75.00
Feb. 6	3283—J. H. Jacobie, Salary as In- specter, Jan. 1914	60.00

Date.	No. of Voucher.	Amount.
Feb. 6	3284—A. W. Frederick, Salary as Inspector, Jan. 1914	60.00
Feb. 10	3285—Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum	437.50
Feb. 10	3286—Barnett National Bank, 60 days interest on \$25,000.00 at 7% per annum	291.66
Feb. 10	3287—Florida National Bank, 60 days interest on \$27,500.00 at 7% per annum	320.83
Feb. 10	3288—T. L. Clarke and John W. H e n d e r s o n, account of amount allowed the Cuttings in the settlement of the suit of Cutting et al. vs. Trus- tees	1,500.00
Feb. 10	3289—Isham Randolph, account bal- ance due on contract of April 30th, 1913	2,500.00
Feb. 19	3290—Mrs. R. B. Gorman, account fee allowed Special Master in case Cutting vs. Trustees, on order of Master	60.00
Feb. 19	3291—W. V. Knott, Expenses of trip to Jacksonville, account business for Trustees, Jan. 20-22, 1914	15.40
Feb. 19	3292—Volusia County Record, legal advertisement, 1 issue, bill of Feb. 2, 1914	3.50
Feb. 19	3293—Remington Typewriter Co., cash payment made in ex- change of typewriter, bill of Jan. 31, 1914	46.00

Date.	No. of Voucher.	Amount.
Feb. 19	3294—Western Union Tel. Co., bill for Jan. 1914	1.72
Feb. 19	3295—The Metropolitan Detective Agency, account services rendered Board in Drainage District, Feb. 1914	200.00
Feb. 19	3296—Gulf Refining Company, invoice No. 7075 for K. O. and Gasoline, bill of Jan. 27, 1914	52.11
Feb. 19	3297—Lake Worth Mercantile Company, galvanized chain, nails, spikes, etc., bill of Jan. 17, 1914	18.95
Feb. 19	3298—Lake Worth Mercantile Company, supplies for launch, bill of Jan. 31, 1914.....	20.64
Feb. 19	3299—Chas. E. Newland, constructing timber guide walls, Lock No. 1, North New River Canal, bill of Jan. 31, 1914....	284.80
Feb. 19	3300—Dade Lumber Company, lumber furnished Asst. Engineer Scott, bill of Jan. 9, 1914..	1.30
Feb. 19	3301—Western Union Tel. Co., bill for Jan., 1914	9.79
Feb. 20	3302—Furst-Clark Construction Co., Estimate No. 43, account 56-694 cu. yds. earth and 736 cu. yds rock, Jan., 1914.....	4,682.72
Feb. 20	3303—Johnson & Co., Estimate No. 6, being 17,650 cu. yds. earth and 15,888 cu. yds. rock, Cypress Creek Canal, Jan., 1914,	

State for lands now due the State under various Acts of Congress,

Whereupon, it was unanimously ordered that Mr. Gwynn proceed to Washington, taking with him all claims, data, etc., of the State and present the same to the Commissioner of the General Land Office for his consideration and action.

The following resolution was also unanimously adopted:

WHEREAS, The Assistant Secretary of War of the United States, by written document dated the 29th day of May, 1912, gave permission to the Trustees of the Internal Improvement Fund of the State of Florida to connect four certain canals, designated as the South New River Canal, the North New River Canal, the Hillsboro Canal and the West Palm Beach Canal, with Lake Okechobee, as shown on blue prints attached to said document, in connection with the operations by the Trustees for the drainage of the Everglades, and to construct the necessary lock and dam with controlling works at each of the several points of connection, subjecting them to certain conditions; and,

WHEREAS, One of the conditions of said permit, numbered 5, provided as follows:

"That a channel not less than 40 feet wide shall be dredged by said Trustees of the Internal Improvement Fund in the Caloosahatchee River from the Lake to LaBelle, the bottom of the channel at the lake to be at Ele. 11 and to gradually slope until at LaBelle the bottom Ele. 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 co-ordinate the improvements of this river in the interests of navigation with the State's scheme of drainage operations."

and,

WHEREAS, The Trustees of the Internal Improvement Fund, in the execution of the trusts imposed upon them by the Act of the Legislature of the State of Florida for the reclamation of swamp and overflowed lands granted to the State by the Act of Congress of September 28, 1850, caused a canal to be constructed from Lake Okeechobee to La Belle, there being no natural waterway connection whatever between the Lake and the Caloosahatchee River, of such dimensions as the Trustees and the engineers employed by them considered sufficient for purposes of drainage in the scheme of drainage operations adopted by the Trustees, and that any further work upon said canal to the end that the "improvements" in said river may be co-ordinated with the interests of navigation, would be beyond the scope of the purpose of the Trustees and objects to be accomplished by them in the reclamation of the swamp and overflowed lands in that territory, and more properly work which should be undertaken and accomplished by Congress rather than by the Trustees of the Internal Improvement Fund of the State of Florida; therefore be it

RESOLVED, That the Trustees of the Internal Improvement Fund protest against the enforcement of said condition by the War Department of the United States, and hereby request and petition the Secretary of War to abrogate and annul that condition, or so modify it as to meet with the approval of the Trustees of the Internal Improvement Fund; and be it

FURTHER RESOLVED, That the Governor of the State of Florida, and the Chairman of the Trustees, be and he is hereby requested to proceed to Washington to confer with the Secretary of War to the end that the wishes of the Trustees, as expressed in these resolutions may be complied with by the War Department; and be it

FURTHER RESOLVED, That a copy of these resolutions be forwarded to W. B. LaDue, Major Corps of Engineers, with headquarters at Jacksonville, Florida.

The following opinion of W. H. Ellis, Counsel, as to the duty of the Trustees to cause to be surveyed the unsurveyed Swamp and Overflowed lands, was presented and ordered placed of record:

"The Trustees of the Internal Improvement Fund,
Tallahassee, Florida:

Gentlemen:

Replying to your request for my opinion as to the duty of the Trustees of the Internal Improvement Fund to cause to be surveyed those unsurveyed lands which the State acquired under the Act of Congress of September 28, 1850, known as the Swamp and Overflowed Lands, I beg to submit the following:

Under the provisions of Chapter 610, Laws of Florida 1855, all the Swamp and Overflowed lands granted to the State by the above mentioned Act of Congress, together with all the proceeds that had accrued or might thereafter accrue to the State from the sale of said lands, were set apart and declared a distinct and separate fund to be called the Internal Improvement Fund of the State of Florida. Such lands and the proceeds thereof were directed by the Act to be strictly applied according to the provisions of the Act.

For the purpose of insuring a proper application of the said fund for the purposes declared by the Act the "said lands and all the funds arising from the sale thereof, after paying the necessary expenses of *selection*, management and sale" were irrevocably vested in five Trustees. They were designated by the Act to be the Governor of the State and certain other officials of the State Government and their successors in office. The Trustees were directed by the Act to hold said lands and the proceeds from the sale thereof in trust for the uses and purposes provided for in the Act, with the power to sell and transfer said lands to the purchasers and receive payment for the same

and invest the surplus moneys arising therefrom from time to time in certain stocks and bonds.

The fund thus created was a trust fund, set apart and charged with two trusts. One was that the payment of interest upon the bonds that might be issued by railroad companies in accordance with the provisions of the Act of 1855 should be guaranteed; the other was that the Trustees should fix the price of the public lands included in the trust, having due regard to their location, value for agricultural purposes, or on account of timber or naval stores, and make such arrangements for the drainage of the Swamp or Overflowed lands as in their judgment might be most advantageous to the Internal Improvement Fund and the settlement and cultivation of the land.

The first of these trusts has been carried out and completed, the second is still a live active public trust. The Trustees being now engaged actively in the carrying out of said trust.

Under the Act of Congress of 1850 above mentioned a large area of unsurveyed lands were patented to the State and became vested in the Trustees of the Internal Improvement Fund under the provisions of the Act of 1855, Chapter 610.

Subsequently to the passage of the Act of 1855 the Legislature made certain grants of lands to railroad companies in consideration of the building of certain lines of railroad. This the Legislatures of subsequent years had the power to do, provided such grants did not interfere with vested rights which might have accrued to persons under the Act of 1855, but such grants, beyond the six-mile limit of a railroad line, in the absence of clear legislative expression, were made subject to the trusts imposed by the Act of 1855. In other words, to set apart the lands and the proceeds of the sale thereof to other purposes than those named in the Act of 1855, Chapter 610, required clear legislative expression of such purpose.

The fund should be applied strictly to the purposes

Present:

W. V. Knott, Comptroller,
 J. C. Luning, State Treasurer,
 T. F. West, Attorney General.

Estimate No. 7, of Ben Johnson, for work done on Cypress Creek Canal during February, 1914, amounting to \$6,560.37, was presented, approved and ordered referred to the Board of Commissioners for payment of \$2,500.00 of the same, as per contract with Mr. Johnson.

The following bills were presented, approved and ordered paid:

Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	\$	175.00
Atlantic National Bank, 60 days interest on \$20,000.00 at 7% per annum.....		233.34
Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....		175.00
First National Bank, 90 days interest on \$10,000.00 at 7% per annum.....		175.00

The following contract with T. J. Champion was ordered placed of record:

State of Florida,
 Leon County.

THIS AGREEMENT, made and entered into this the 16th day of March, A. D., 1914, by and between Park Trammell, Governor; W. V. Knott, Comptroller; T. F. West, Attorney General; J. C. Luning, State Treasurer, and W. A. McRae, Commissioner of Agriculture, of the State of Florida, composing the Trustees of the Internal Improvement Fund of the State of Florida, and hereinafter referred to as the "Trustees," of the one part, and

T. J. Champion, of the City of Chicago, in the State of Illinois, of the other part,

WITNESSETH: That the said Trustees have agreed to sell and the said T. J. Champion has agreed to purchase a certain tract or parcel of land situate in Palm Beach County, in the State of Florida, and particularly described as the East Half ($E\frac{1}{2}$) of Section Twenty-eight (28), in Township Forty-three (43) South, Range Thirty-five (35) East, and that as soon as practicable after the execution of this contract the Trustees shall proceed to have said lands surveyed and to have monuments set at the corners of the Section so described.

And it is agreed that the said T. J. Champion shall pay to the said Trustees for said lands the sum of One Hundred Dollars (\$100.00) per acre in the following manner, that is to say, in four equal installments, as follows: Two Thousand Dollars (\$2,000.00) cash upon the execution and delivery of these presents, and the remainder of the first one-fourth payment within thirty (30) days after a survey of the said section shall be made by the Trustees and the number of acres of land contained in said East Half of said Section shall be ascertained and determined by said survey; the second quarter payment, which shall be equal to one-fourth of the price of the entire East Half of said Section at One Hundred Dollars per acre, shall be paid by the said T. J. Champion within six months from the completion of said survey; the third quarter payment, which shall be equal to one-fourth of the price of the entire E. Half of said Section at One Hundred Dollars per acre, shall be paid by the said T. J. Champion within twelve months from the completion of said survey; and the fourth quarter payment, which shall be equal to one-fourth of the price of the entire East Half of said Section at One Hundred Dollars per acre, shall be paid by the said T. J. Champion within eighteen months from the completion of said survey. All deferred payments to bear

interest at the rate of Six Per Cent. per annum from the date of the completion of said survey, as aforesaid.

The Trustees agree to cause said Section Twenty-eight (28) of said Township and Range to be surveyed with as little delay as possible, and shall immediately notify the said T. J. Champion by letter through the U. S. Mails addressed to 1928 West 102nd Street, Chicago, Illinois, of the completion of said survey and the number of acres contained in said East Half of said Section as ascertained by said survey.

The said T. J. Champion, for himself, his executors and administrators, promises and agrees to pay to the Trustees the sum of Two Thousand Dollars upon the execution and delivery of these presents and the remaining part of the said first quarter payment within thirty (30) days after notice of the completion of said survey shall have been mailed to him by the Trustees, as aforesaid, and that he will pay the second quarter payment, as aforesaid, within six (6) months from the date of the completion of said survey, and the third quarter payment within twelve (12) months from the completion of said survey, and the last quarter payment within eighteen (18) months from the completion of said survey.

It is mutually agreed that time shall be of the essence of this agreement as to the payments to be made by the said T. J. Champion, and that in the event of his failure to make any of the payments as hereinbefore stated within five (5) days from the date the same shall become due according to the true intent and meaning of this agreement, then this contract shall become null and void and the Trustees shall be relieved from any obligation there under, and the sum of Two Thousand Dollars shall be retained by the Trustees as and for ascertained, stipulated the liquidated damages for the failure of the said T. J. Champion to comply with the promises and agreements on his part to be performed.

In consideration of the premises the Trustees promise

and agree upon performance by the said T. J. Champion of all the promises and agreements on his part to be performed to execute and deliver to him a deed of conveyance to the said lands above described.

It is mutually agreed that the said T. J. Champion may subdivide said East Half of said Section into six (6) tracts or lots of approximately forty-one and a half (41 1/2) acres each, in such manner as that each sub-division shall have a water frontage upon Lake Okeechobee, and that such sub-division of said tract first above described shall be submitted to the Trustees for their approval, and the said Trustees promise and agree upon the payment to them by the said T. J. Champion of the full price of any one or more of said sub-divisions so approved by them, upon the basis of One Hundred Dollars per acre, exclusive of the first cash payment of Two Thousand Dollars, to execute and deliver to the said T. J. Champion, or his assigns, a deed of conveyance to said sub-division.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals to this and to another instrument of like tenor and date the day and year first above written.

(Signed)

Park Trammell, (Seal)
Governor.

W. V. Knott, (Seal)
Comptroller.

T. F. West, (Seal)
Attorney General.

J. C. Luning, (Seal)
State Treasurer.

W. A. McRae, (Seal)
Commissioner of Agriculture.

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

Witnesses as to the signatures of the Trustees of the Internal Improvement Fund of the State of Florida.

(Signed) J. Stuart Lewis,
Mary Herring.

(Signed) T. J. Champion (Seal)

Witnesses as to the signature of T. J. Champion:

(Signed) Victor S. Rice,
Chas. J. Stannberg.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 17, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, State Treasurer,
T. F. West, Attorney General.

Estimate No. 1, of Johnson & Company, for excavation made on West Palm Beach Canal, during February, 1914, amounting to \$3,781.24, was presented, approved and the Secretary instructed to draw check in payment of same

upon funds contributed by the citizens of Palm Beach County for the construction of this canal.

The following bills for work done on the Florida Coast Line Canal were presented, approved and the Secretary instructed to draw checks in payment of same upon funds deposited in the First National Bank of St. Augustine, by the Florida Coast Line Canal & Transportation Company, for the carrying on of this work:

Ben Johnson, Estimate No. 10, for work on Tomoka Basin, showing 2,877 cu. yds. earth, Feb., 1914.....	\$	207.14
J. L. Hays, Inspector, Feb., 1914.....		80.00
	\$	287.14

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

F. C. Elliot, expenses trip of inspection, Drainage Canals	\$	57.69
Sim Jackson, salary as Inspector, Feb., 1914..		60.00
J. D. Weems, salary as Inst. man, Feb., 1914		90.00
Thos. E. Frederick, surveying 14 miles Tp. 45 S., R. 36 E., at \$18.00 per mile, Feb., 1914, \$252.00, 75% of which is due and payable..		189.00
Dade Lumber Company, lumber and stakes, bill of Feb. 7, 1914.....		8.77
Red Line Transfer, Transporting stakes and material to Camp Clark, bill of March 2, 1914		5.00
Lake Worth Mercantile Co., misc. hdwe. supplies for launch and blacksmith supplies engineer's shop, bill of Feb. 18, 1914.....		31.56
Lake Worth Merc. Co., marking stakes and blacksmith supplies, bill of March 2, 1914..		24.88

Fort Lauderdale Garage & Machine Co., propeller, supplies and labor account launch "Fulton," bill of Mar. 2, 1914.....	15.61
The Herald, ad. houseboats and launch for sale, bill of March 2, 1914.....	1.50
Miami Herald, ad. houseboats and launch for sale, bill of March 2, 1914.....	4.13
Oliver Bros. Co., supplies for party equipment, Everglades Survey, bill of Feb. 3, 1914....	5.75
Dade Lumber Co., lumber used in constructing 15 ft. launch and skiffs, bill of Feb. 13, 1914	34.21
Metropolitan Detective Agency, balance due for servies of Operatives 19 and 22, Feb. 7 to March 5, inc., 27 days at \$12.00 per day.....	\$324.00
Expense of said operatives.....	243.40
	<hr/>
	\$567.40
Less cash payment of Feb. 20, 1914..	200.00
Furst-Clark Constrection Co., meals furnished Inspector Jacobie, Jan., 1914, 87 at 25c each	21.75
Fulton Mfg. Co., 1 igniter, 2 latches, for launch "Fulton," bill of Feb. 10, 1914.....	31.50
	<hr/>
	\$ 948.75

The following bill was presented, approved and ordered paid:

Tropical Sun Pub. Co., 4 issues legal notice, bill of March 7, 1914.....\$ 8.75

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, March 23, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.
 W. A. McRae, Commissioner of Agriculture.

WHEREAS, On the 9th day of February, 1914, an order was issued by the Trustees that deed be made to Chas. H. Root to the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 13, Tp. 50 S., R. 41 E.; and

WHEREAS, The land in litigation is the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 13, Tp. 50 S., R. 41 E., be it

RESOLVED, that a quit claim deed be executed by the Trustees to said Chas. H. Root for the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 13, Tp. 50 S., R. 41 E.

Applications to purchase rock from the canal banks in the Everglades Drainage District were presented, and after discussion it was unanimously agreed that no contracts would be made at present for the removal of rock; and it was

ORDERED, That all contracts for the removal of rock be cancelled, effective May 1st, 1914, and the Secretary was instructed to notify present contract holders of the action of the board.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., March 24, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Hon. N. Barco, Land Inspecting Agent, reported on the islands in Township 32 South, Range 16 East, and the report was referred to the Hon. Commissioner of Agriculture with request that he make application to the Hon. Commissioner of the General Land office for patents to said islands under the Act of Congress of September 28, 1856.

Bill of N. Barco for services for 15 days during March, 1914, amounting to \$48.39, and expense account of \$49.80, were presented, approved and ordered paid.

Order from W. S. Whiddon in favor of his wife for \$40.00 and order from A. M. Wiggins in favor of his wife for \$40.00, were presented, approved and ordered paid and charged against the Board of Commissioners of Everglades Drainage District.

Bill of expenses of Governor Park Trammell account trip to Washington for conference with the U. S. Land Commissioner and the Secretary of War, also trip to Baltimore, amounting to \$106.04, was approved and ordered paid.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., March 28, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

A committee from DeSoto County appeared before the Trustees and stated that lands in DeSoto County just west of Lake Okeechobee were subject to overflow from the waters of Lake Istokpoga, and that if the Trustees would cut a canal west from Lake Okeechobee it would benefit at least 80 to 90 per cent of the lands in the Drainage District, and, in their opinion, such a canal would be of moderate cost.

After discussion it was unanimously decided that the Chief Drainage Engineer make an investigation of the best location for such a canal, and make an estimate of the cost of same, and report as soon as possible to the Trustees.

Mr. E. D. Treadwell, representing the committee from DeSoto County, was informed that as soon as the Trustees received such report from the Chief Drainage Engineer, they would take the matter under further consideration and advise him of their decision.

Mr. Ben Johnson, Contractor, having the work of deepening and cleaning out the Florida Coast Line Canal, appeared before the Trustees relative to delay in said work and requested three months' extension, presenting the following letter:

Tallahassee, Florida, March 28, 1914.

Trustees of the Internal Improvement Fund,
Capitol.

Gentlemen:

In making request for an extension of time on the Coast Line Canal, I will state the following are the reasons which have prevented us from completing the work on time:

1.

Upon the representation that the dredge 'South Carolina' had been thoroughly overhauled and placed in first class condition by a Jacksonville firm, and upon inquiry of this firm and a casual examination of the dredge, I presumed that the facts were as stated, and that this dredge was capable of doing the work of an ordinary dredge of this size. However, upon putting the dredge in operation we found it necessary to renew the dipper, at a large cost to us, to get out new dipper sticks, and to make numerous repairs. The dredge continued to break down and in spite of all our efforts to the contrary, we were unable to get an average of more than 20,000 yards per month, when we had confidently expected to get 50,000 yards per month.

2.

That when the money appropriated for Tomoka Basin was expended I left the dredge on the 17th of December confronted with shallow water for a distance of a good many miles, and in spite of our best efforts it took us from the 17th day of December to the 4th day of March to get the dredge from the Tomoka Basin to the work below New Smyrna.

To rectify these errors I went to Ohio and contracted for the delivery of a suction dredge of sufficient capacity to finish the work in a short time, but was unable to get

delivery of this dredge prior to the 17th day of April. We are building this dredge at the present time at Fort Lauderdale and expect to have it in operation by May 15th.

The dredge "Gatun," now working in Cypress Creek Canal, for the State, will finish this canal and will be at work in the Florida Coast Line Canal somewhere the first of May. Were these new dredges working, we certainly would be able to finish the canal in three months from the expiration of this contract. We therefore request that we be granted this extension under these conditions.

Respectfully submitted,

(Signed) Ben Johnson."

After reading the above letter and discussing the situation it was unanimously decided to grant Mr. Ben Johnson the three months extension, as requested, and he was so informed.

Mr. Johnson further stated that as the work on Cypress Creek extension was about completed, and he had a reserve fund with the Trustees amounting to over \$16,000.00 from said work, he requested that the sum of \$5,000.00 be paid him and his request was granted, and the Secretary ordered to draw check upon the funds of the Internal Improvement Fund for \$5,000.00 in favor of Mr. Johnson for work on Cypress Creek extension, and charge same to the Board of Commissioners of Everglades Drainage District.

Mr. F. C. Elliot, Acting Chief Drainage Engineer, presented the following letter:

"Tallahassee, Florida, March 28, 1914.

Trustees Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:

Mr. G. D. Curtis has been employed in this office since February 1st, 1913, in the capacity of assistant drainage

engineer, at a salary of One Hundred and Twenty-five (\$125.00) Dollars per month.

Previous to beginning work in this office he was employed by the U. S. Engineer's office at Jacksonville, and had passed examinations making him eligible for position as Assistant Engineer with a salary of Two Hundred (\$200.00) Dollars per month.

Mr. Curtis has proved himself to be thoroughly capable of performing the work assigned him, and has given entire satisfaction in his services. The kind of work which he is called upon to do requires an expert in that line with a good knowledge of engineering. There is considerable responsibility attached to his duties, requiring judgment and discretion. Whenever my duties require me to be absent from the office he is left in entire charge, and my personal feeling during such time is that of satisfaction in leaving the office in charge of one in whom I have every confidence. His services are worth One Hundred and Fifty Dollars anywhere.

I therefore take pleasure in recommending that, beginning with April 1st, 1914, Mr. Curtis' salary be made One Hundred and Fifty (\$150.00) Dollars per month.

Yours very truly,

(Signed) F. C. Elliot,
Acting Chief Drainage Engineer."

Upon motion it was ordered that the salary of Mr. G. D. Curtis be raised \$25.00 per month, said salary to be \$150.00 per month effective April 1st, 1914.

A letter was read from Dr. E. C. Chambers requesting the Trustees to pay the Drainage Taxes on lands in the Drainage District embraced in his contract with the Trustees and the Secretary was instructed to pay said Drainage Taxes when he paid the Drainage Taxes due by the Trustees.

It was ordered that from and after this date F. C. Elliot, who had been detailed from Assistant Engineer to

Cyril Baldwin, Tax Collector, DeSoto County, Drainage Taxes for 1913 on lands of Trustees		3,886.60
Henry A. Blake, Tax Collector, Lee County, Drainage Taxes for 1913 on lands of Trustees		2,140.00
T. J. Campbell, Tax Collector, Palm Beach County, Drainage Taxes for 1913 on lands of Trustees, \$48,352.45, and on lands embraced in Chambers contract, \$54.00.....		48,406.45
F. M. Tyler, Tax Collector, St. Lucie County, Drainage Taxes for 1913 on lands of Trus- tees		32.05
C. B. Gwynn, expenses of trip to Washington to look up certain old and unadjusted claims of the State for Swamp and Overflowed Lands, March 8 to 13, 1914.....		77.08
W. H. Ellis, expenses <i>in re</i> Cutting case, Jan. 1, 5, 7, 1914.....\$ 21.58		
Expenses trip to Miami account Miami Eng. and Construction case, and to Bradentown, account Tampa & Jax. R. R. Case.....	106.69	128.27
Western Union Tel Co., bill for March, 1914..		8.11
The H. & W. B. Drew Co., 1 Bates Num- bering Machine, bill of March 12, 1914	\$ 12.09	
1 Ring Binder, same bill.....	1.75	13.84
Miami Printing Company, ad. lands for sale, 6 inches double column, March 13 to April 3, bill of April 1, 1914.....		24.00
Capital City Bank, for T. J. Appleyard, 3 bills of April 1, 1914, for printing and sup- plies account Land Dept., and office of Sec- retary, aggregating.....		17.60
Palms Publishing Company, ad. lands for sale, 3 issues, bill of April 3, 1914.....		7.50
		<hr/>
		\$ 1,375.67

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

F. C. Elliot, salary as Chief Drainage Engineer, March, 1914.....	\$	250.00
F. C. Elliot, expenses of trip to Miami <i>in re</i> Matheson case, March 17-21, 1914.....		51.25
G. D. Curtis, salary as Asst. Drainage Engr., March, 1914.....		125.00
J. E. Downing, salary as Clerk, March, 1914..		80.00
H. M. Forman, salary as Lock Tender, Lock No. 1, North New River Canal, March, 1914		75.00
W. W. Lee, salary as Lock Tender, Lock No. 1, Miami Canal, March, 1914.....		45.00
Glenn V. Scott, salary as Asst. Engr., March, 1914.....	\$140.00	
366 Meals served party at 33 1-3c each, March, 1914.....		122.00
Board and lodging, Ft. Lauderdale..	4.50	
Traveling expenses	2.30	
Miscellaneous expenses.....	11.03	
Hire of motorcycle, 1 mo.....	20.00	299.83
J. D. Weems, salary as Inst. Man, March, 1914.....	\$100.00	
Deduction from Feb., 1914 salary....	10.00	110.00
Sim Jackson, salary as Inspector, March, 1914.....	\$ 75.00	
Deduction from Feb., 1914 salary....	15.00	90.00
Tom Russ, salary as Launchman, March, 1914		75.00
Lonnie Howard, salary as Rodman, March, 1914		75.00
A. W. Frederick, Inspector, March, 1914.....		60.00
S. Brown, rent of launch 1-2 day at \$6.00 per day, March 31, 1914.....		3.00

Thos. E. Frederick, amount due for surveying 41 miles at \$18.00 per mile, in Tps. 44 and 45 S., R. 36 E., less 25% reserved	\$553.50	
Stake material used to date.....	10.20	563.70
L. D. Franklin, salary as Asst. Engr. 16 days at \$125.00 per month, Feb., 1914	\$ 71.42	
Traveling expenses, Feb., 1914.....	18.60	
Subsistence, Feb., 1914.....	11.50	
Misc. expenses, Feb., 1914.....	2.37	
Salary, 10 days at \$125.00 per month, March, 1914.....	48.07	
381 meals at 25c per meal, March, 1914	95.25	247.21
Frank Brown, Bush Axeman, 8 days at \$50.00 per month, March, 1914.....		15.38
C. J. West, Bush Axeman, 13 days at \$50.00 per Month, March, 1914.....		25.00
H. E. Walker, Stakeman, 13 days at \$50.00 per month, March, 1914		25.00
Vasco Powers, 13 days at \$50.00 per month, as Stakeman, March, 1914.....		25.00
D. E. Clume, Stakeman, 13 days at \$50.00 per month, March, 1914.....		25.00
O. E. Gibson, Rear Chainman, 13 days at \$50.00 per month, March, 1914.....		25.00
J. H. Franklin, Head Chainman, 13 days at \$70.00 per month, March, 1914.....		35.00
George Johnson, Cook, 13 days at \$40.00 per month, March, 1914.....		20.00
The S. B. Hubbard Company, supplies for L. D. Franklin account survey, bill of Feb. 18, 1914		112.13
Dade Lumber Company, 16,000 ft. lath and stakes, bill of March 20, 1914.....		12.90
J. L. Shull Furniture Co., hire of boat from March 17 to April 1, 1914.....		15.00

H. & W. B. Drew Company, case for Transit and express on same, bill of Feb. 16, 1914.....	\$17.50	
Supplies for office Acting Chief Drainage Engr., bill of March 14..	20.65	
Bill of March 24	1.29	
Bill of March 28.....	1.85	
Bill without date	3.17—	44.46
Chicago Steel Tape Co., 2 No. 101 Chicago Steel Tapes, bill of March 16, 1914.....		7.85
Milton A. Smith, Editor True Democrat, print- ing 2,000 letterheads, bill of March 4, 1914..		5.00
Yaeger-Bethel Hdw. Co., 1 No. 3 Postal Scale, bill of March 7, 1914.....		1.64
Western Union Tel Co., bill for March, 1914..		7.43
Alex McDougall, P. M., postage, March, 1914..		1.00
		<hr/>
		\$ 2,552.78

Financial Statement and Disbursements for the month of March, 1914, were read, approved and ordered spread upon the minutes.

Financial Statement, March, 1914.

To bal. on hand March 1, 1914..	\$ 52,812.11
To W. S. Jennings, 1,000 Reports, *Everglades, Engr. Com.....	287.00
To Thos. E. Will, interest on de- ferred payments	82.00
To E. C. Chambers, payment on lands	2,500.00
To E. C. Chambers, reimburse- ment for taxes paid by Trustees on lands	2,132.00

To Tolls collected on Canals, March, 1914	749.83	
To sale Minutes.....	1.00	
To Land Sales, March, 1914.....	3,411.33	
		<hr/>
	\$ 61,975.22	
By Disbursements, March, 1914	10,311.91	
		<hr/>
To bal. April 1, 1914.....		\$ 51,663.36

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00	
To cash in banks.....	50,663.36	\$ 51,663.36
		<hr/>

Deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 12,785.73	
Pioneer Bank, West Palm Beach.	12,815.42	
First National, Tallahassee.....	4,456.22	
Florida National, Jacksonville..	20,008.81	
Atlantic National, Jacksonville..	255.83	
Barnett National, Jacksonville..	341.35	\$ 50,663.36
		<hr/>

Disbursements, March, 1914.

Date	Voucher	Amount.
1914.	No.	
March 2	3305—W. S. Whiddon, account in- vestigation regarding damage to dams, etc., in the Ever- glades Drainage District....	\$ 75.00
March 5	3306—W. H. Ellis, salary as Coun- sel, Feb., 1914.....	208.33

Date.	No. of Voucher.	Amount.
March 5	3307—C. B. Gwynn, salary as Chief Clerk, Land Dept., Feb., 1914	175.00
March 5	3308—Western Union Tel. Co., bill for Feb., 1914.....	11.92
March 5	3309—Capital City Bank for T. J. Appleyard, printing 1,000 land lists, bill of March 4, 1914	8.00
March 5	3310—D. R. Cox Furniture Co., 2 letter file indexes, bill of Feb. 2, 1914.....	1.10
March 14	3311—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
March 14	3312—The Atlantic National Bank, 60 days interest on \$20,000.00 at 7% per annum.....	233.34
March 14	3313—The Barnett National Bank, 60 days' interest on \$15,000 at 7% per annum.....	175.00
March 14	3314—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum.....	175.00
March 17	3315—Johnson & Co., Estimate No. 1, excavation on West Palm Beach Canal, Feb., 1914....	3,781.24
March 17	3316—Tropical Sun Pub. Co., 4 issues legal notice, bill of Mar. 7, 1914	8.75
March 24	3317—N. Barco, 15 days' services as Land Inspecting Agent on islands in Tp. 32 S., R. 16 E., March, 1914, \$48.39; expenses incurred therein \$49.80.....	98.19

Date.	No. of Voucher.	Amount.
March 25	3318—Mrs. A. M. Wiggins, account order on salary of A. M. Wiggins, employed in investigation regarding damage to dams, etc., in Everglades Drainage District	40.00
March 25	3319—Mrs. W. S. Whiddon, account order on salary of W. S. Whiddon, employed in investigation regarding damage to dams, etc., in Everglades Drainage District	40.00
March 25	3320—Park Trammell, expenses of trip to Washington for conference with U. S. Land Comr. and the War Dept.; also trip to Balt., March 7-14, 1914	106.04
March 28	3321—Johnson & Co., to allowance on retainage on Cypress Creek Canal, total to March 1, 1914, \$16,320.50.....	5,000.00
		\$ 10,311.91

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 9, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

A letter from Mr. Geo. H. Carter, Clerk of the Joint Committee of Congress on Printing, was read, stating that copies of Senate Document No. 379, entitled "Everglades of Florida," could be purchased at \$226.25 per thousand, or \$890.50 for 5,000 copies, and the Secretary was instructed to draw check for \$890.50 for five thousand copies and forward same to Hon. D. U. Fletcher, Senator, with request that he place the order.

A letter from Mr. W. G. Tilghman was read in which he stated that if the Trustees would advertise the unsurveyed part of Sections 6 and 7, Tp. 16 S., R. 29 E., containing an estimated area of 1,000 acres, he would pay cost of advertising and would bid not less than the value placed upon said land by Board of Appraisers April 4, 1914, whereupon the Secretary was instructed to advertise said land in accordance with Chapter 6452, Laws of Florida, approved May 27, 1913.

A communication from Mr. Geo. M. Webb, Secretary and Treasurer of the National Construction Company, of Birmingham, Alabama, was read, requesting the Trustees to annul a certain mortgage held by them as bond, whereupon Mr. Webb was advised by letter that counsel for the Trustees would draw a release for the signature of the Trustees within the next few days.

The following bills were presented, approved and ordered paid:

Florida National Bank, 60 days interest on	
\$27,500.00, at 7% per annum.....\$	320.84

Barnett National Bank, 60 days interest on \$25,000.00, at 7% per annum.....	291.66
Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum.....	437.50

The following bills were presented, approved and ordered paid and charged against the account of the Board of Commissioners of Everglades Drainage District:

Mrs. W. S. Whiddon, for W. S. Whiddon, account salary in investigation regarding damage to dams, etc., in Everglades Drainage District	\$ 10.00
D. U. Fletcher, for 5,000 copies Senate Document No. 379, "Everglades of Florida,"....	890.50
Mrs. A. M. Wiggins, account order on salary of A. M. Wiggins, employed in investigation regarding damage to canals, etc.....	35.00

The following bills were presented, approved and ordered paid:

First National Bank, Tallahassee, 90 days interest on \$10,000.00 at 7% per annum.....	175.00
C. B. Gwynn, fee for filing notice in U. S. Land Office on selection of certain land in Dade County for the State.....	2.00

The Secretary reported the reimbursement to the Trustees by Dr. E. C. Chambers of the amount paid by the Trustees for Drainage Taxes for the year 1913 on lands embraced in the contract with Dr. Chambers, being \$2,151.70.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 16, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,

W. V. Knott, Comptroller,

W. A. McRae, Commissioner of Agriculture.

The following bills for work done on Florida Coast Line Canal during March, 1914, were presented, approved and Secretary instructed to draw checks in payment of same upon funds deposited in the First National Bank of St. Augustine, Florida, to the Credit of the Trustees, by the Florida Coast Line Canal and Transportation Company for the carrying on of this work:

Ben Johnson, Contractor, work on New Smyrna Cut-Off, being 12,908 cu. yds. earth excavation, March, 1914.....	\$ 1,684.00
J. L. Hays, salary as Inspector, March, 1914..	80.00
Ben Johnson, Contractor, services of Inspector, furnished J. L. Hays, March, 1914.....	50.00
New Smyrna Lumber Co, lumber for stakes and tide guages, bill of March 10, 1914.....	2.94
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	\$ 1,817.43

Estimate No. 2 of Johnson & Company for work done on West Palm Beach Canal, during March, 1914, being \$4,086.63, less reserved per cent., \$3,677.97, warrant in payment of which was ordered drawn on Special Fund deposited with the Trustees for the carrying on of this work.

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

J. H. Jacobie, salary as Inspector, March, 1914	\$	60.00
Lake Worth Mercantile Co., hardware and supplies for launches, machine shop, and for house boat repairs, bill of March 31, 1914..		35.97
Lake Worth Merc. Co., supplies used in construction of dam on Hillsboro Canal	\$	22.76
Hardware and plumbers' supplies for boring outfit used on Okeechobee St. Lucie Canal, bill of March 31, '14	48.18 \$	70.94
Gulf Refining Co., C. D. Leffler, agent, K. O. and Gasoline, bill of March 17, 1914.....		119.85
Dade Lumber Co., lumber for Hillsboro dam, bill of March 28, 1914.....	\$	42.15
Lumber for Hillsboro dam, bill of March 28, 1914.....	170.20	212.35
A. W. Shackelford, freight on gasoline, bill of March 31, 1914.....		8.00
Everglade Grocery Co., misc. supplies, other than groceries, furnished Asst. Engr. L. D. Franklin, bill of March 31, 1914.....		21.73
J. F. Hill, office supplies, bill of April 4, 1914		3.50
Furst-Clark Const. Co., Estimate No. 44, for excavation of 7,314 cu. yds. earth and 26,921 cu. yds. rock, March, 1914.....		5,969.32
Johnson & Co., Estimate No. 8, work on Cypress Creek Canal, March, 1914, \$4,986.90.		
Amount due as per contract.....		2,500.00
	\$	9,001.66

The following resolution was unanimously adopted:

WHEREAS, Heretofore, to-wit on the 24th day of December, A. D. 1912, the Trustees of the Internal Improvement Fund and the Board of Drainage Commissioners of the State of Florida entered into an agreement with the National Construction Company, a corporation organized under the laws of the State of Alabama, for the building and construction of a certain canal from Lake Okeechobee at a point above the upper end of Pelican Lake near 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 Township Line between Townships 43 and 44 South, to Southeast corner of Section 31 in Township 43 South of Range 43 East, thence southeasterly to the upper end of Lake Clark, thence South 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; and

WHEREAS, The National Construction Company, after entering into said agreement became and was unable to comply with the provisions of said agreement on its part to be performed, and could not proceed with the work of excavating and constructing said canal in the manner provided in said agreement; and

WHEREAS, The Trustees of the Internal Improvement Fund and Board of Drainage Commissioners gave notice in writing to the said Company of their intention to annul said agreement and proceed with the construction of said canal by letting the contract for the construction thereof to another contractor; and

WHEREAS, The National Construction Company, by its Secretary and Treasurer appeared before the Trustees of the Internal Improvement Fund and Board of Drainage Commissioners in answer to said notice and consented in writing to the annulment of the said agreement and the letting of the contract for the construction of said canal to another contractor; and

WHEREAS, The Trustees of the Internal Improvement Fund and Board of Drainage Commissioners have let said contract to another contractor for the construction of said canal at no greater cost to the Trustees and said Board of Drainage Commissioners than was provided for in the contract with the said National Construction Company; therefore

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund that the said National Construction Company be and it is hereby released and discharged from the obligations of said agreement and all the securities deposited and given to the Trustees by said corporation for the faithful carrying out of said agreement be and the same are hereby released and discharged to said Company. The said Company on its part releasing and discharging the Trustees of the Internal Improvement Fund and the Board of Commissioners of Everglades Drainage District from all obligations and duties under said contract, on their part to be performed.

BE IT FURTHER RESOLVED, That a copy of this resolution be forwarded to the National Construction Company.

(Signed) Park Trammell, (SEAL)
Governor.

W. V. Knott, (SEAL)
Comptroller.

J. C. Luning, (SEAL)
Treasurer.

T. F. West, (SEAL)
Attorney General.

W. A. McRae, (SEAL)
Commissioner of Agriculture.

As Trustees of the Internal Improvement Fund and Board of Commissioners of Everglades Drainage District of the State of Florida.

paid for in the manner recited in said contract. Said contract containing a clause that upon the failure of the said Thomas E. Will to make either of the said payments when due all further rights under the said contract should be forfeited and the contract should be void, and the said Thomas E. Will having failed to make his payments thereunder according to the terms of said agreement, said contract became void and is of no force and effect; and

WHEREAS, On the 6th day of February, A. D. 1913, the said parties entered into an agreement for the sale and purchase of the following described lands in the County of Palm Beach, in the State of Florida, to-wit: South Half ($S\frac{1}{2}$) of Section Thirty-five (35), Township Forty-four (44) South, Range Thirty-six (36) East, the consideration for said lands and the price to be paid therefor being the sum of Twenty-five Dollars (\$25.00) per acre for the East eighty (80) acres and Twenty Dollars (\$20.00) per acre for the remainder of said tract, payments to be made therefor in the manner prescribed in said contract, the same containing the clause that upon the failure of the said Purchaser to make either of said payments when due all further rights under said contract should be forfeited and the contract should be void, and the said Thomas E. Will having paid for the North Half ($N\frac{1}{2}$) of the South Half ($S\frac{1}{2}$) of said Section Thirty-five (35), but having failed to pay for the remainder of said tract, according to the terms named in said contract, same became null and void under the provisions thereof; and

WHEREAS, The parties desire to enter into a new agreement regarding said Section Twenty-seven (27) and the South Half of the South Half ($S\frac{1}{2}$ of $S\frac{1}{2}$) of said Section Thirty-five (35), and the said Purchaser having paid the interest due upon the deferred payments mentioned in both of said contracts; therefore

THIS AGREEMENT WITNESSETH, That the Trustees do hereby agree to sell and convey unto the said Purchaser the following described lands situate, lying and

being in the County of Palm Beach, in the State of Florida, to-wit: All of Section Twenty-seven (27) and the S. Half of the South Half ($S\frac{1}{2}$ of $S\frac{1}{2}$) of Section Thirty-five (35) in Township Forty-four (44) South, Range Thirty-six (36) East, containing Eight Hundred (800) acres more or less, at and for the price of Twenty Dollars (\$20.00) per acre, except the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section Thirty-five (35), which is to be paid for at the price of Twenty-five Dollars (\$25.00) per acre. The purchase price to be paid by the said Purchaser to the said Trustees in the following manner:

1.

The first payment to be Two Thousand Dollars (\$2,000.00) on the 18th day of April, A. D., 1914, upon which payment the Purchaser shall be entitled to a deed for Eighty (80) acres of said lands to be selected by him exclusive of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section Thirty-five (35), the excess of Five Dollars (\$5.00) per acre to be applied on the purchase price of the last Eighty (80) acres of said tract embraced in said contract.

2.

The second payment to be made by the Purchaser shall be in the sum of Sixteen Hundred Dollars (\$1,600.00), and payable on or before the 18th day of March, 1915.

All subsequent payments to be made in the sum of Sixteen Hundred Dollars (\$1,600.00) and shall be due and payable every three months beginning on the 18th day of June, 1915, until the entire purchase price of Sixteen Thousand and Two Hundred Dollars (\$16,200.00) has been paid. For each payment of Sixteen Hundred Dollars (\$1,600.00) the Purchaser shall be entitled to a deed

to eighty (80) acres of said tract, to be selected by him exclusive of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Thirty-five (35). All deferred payments to bear interest at the rate of Six per cent. per annum from the 18th day of April, 1914, the Purchaser to have the privilege of making other payments at his option before the same become due under the terms of this agreement.

It is further agreed that upon failure of the said Purchaser to make either of the said payments when due all further rights under this contract shall be forfeited and this contract shall be void, and the Five Dollars (\$5.00) per acre from the first payment to be made on the 18th day of April, 1914, and under the terms of this agreement to be credited on the last payment, shall be retained by the Trustees as ascertained and liquidated damages for the breach of this contract by the Purchaser.

It is further agreed that the said two contracts heretofore mentioned, dated respectively on the 6th day of February, A. D. 1913, and the 4th day of April, 1914, be and the same are hereby cancelled and annulled.

IN WITNESS WHEREOF the parties to this agreement have set their hands and affixed their seals to this and to another instrument of like tenor and date.

(Signed)

Park Trammell, (Seal)

Governor.

W. V. Knott, (Seal)

Comptroller.

J. C. Luning, (Seal)

Treasurer.

T. F. West, (Seal)

Attorney General.

W. A. McRae, (Seal).

Commissioner of Agriculture.

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

Attest:

(Signed) J. Stuart Lewis, Secretary.

(Signed) Thomas E. Will, Purchaser.

(Seal)

Witnesses as to the signature of
Thomas E. Will.

(Signed) Wm. H. Irvine,

V. M. Bailey.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 29, 1914

The Trustees of the Internal Improvement Fund met
in the office of the Executive on this date:

Present:

Park Trammell, Governor,

J. C. Luning, Treasurer,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

Messrs. W. S. Whiddon and A. M. Wiggins employed
March 2, 1914, to go to the Everglades and gather evi-
dence against the parties who cut the dam on the Hills-
boro Canal on January 26th, reported that they had
gathered sufficient evidence against three parties, and
that these parties had been placed under bond at a pre-

liminary trial to appear before the Grand Jury at the next session of the Circuit Court of Palm Beach County.

A communication from Tatum Bros. Real Estate & Investment Company, of Miami, was presented, in which said parties requested the Trustees to take over certain canals south of Miami owned by them, and upon motion their proposition was referred to the Chief Drainage Engineer with instructions to gather all information relative to said canals, price, terms, etc., and report his findings in writing to the Trustees.

A resolution from the Miami Board of Trade requesting the Trustees to rush the completion of the Miami Canal to the width and depth as called for by specifications for its construction, was read and the same was ordered filed and the Secretary instructed to inform the Board of Trade of Miami that the same would have due consideration.

A letter from Mr. John C. Jeffords, Receiver for the Miami Everglade Land Company, requesting information as to the probable time work would be resumed on Snapper Creek Canal, and stating that the Company's lands would be very much enhanced in value by the extension of the said canal, and also the lands owned by the Trustees in the vicinity, was read, and the Secretary was instructed to inform Mr. Jeffords that the Trustees were prosecuting the work of reclamation in the Drainage District as fast as possible with the funds available.

The Chief Drainage Engineer stated that a spillway was needed between Lake Clark and Lake Worth on the Palm Beach Canal, and that a spillway that would answer all purposes until the completion of the canal could be built for about \$2,500.00, and, upon motion, the Chief Drainage Engineer was instructed to make plans for same and have said spillway constructed.

The Chief Drainage Engineer presented the following letter from Johnson & Company:

"Miami, Florida, April 20, 1914."

Mr. F. C. Elliot,
Tallahassee, Florida.

Dear Sir:

In our contract with the State Board it specifies that no more than three miles of canal shall be paid for in an unfinished condition. In view of the fact that this canal has been materially lessened in size, and also in view of the fact that we are taking off the surface and are therefore digging the hardest part of all the construction, except where we will find rock, and whenever we find rock we will dig full depth with the dipper dredge, I will ask the Board to extend this work indefinitely under these conditions. That is, where there is rock that we must complete the canal in one operation, and we be allowed an indefinite amount of canal of the east half to be partially finished, but wherever rock is encountered the canal to be then dug to its full depth, or finished condition.

In explanation of this request you will understand very quickly we desire to dig off the surface all stumps, roots, etc., and leave the bottom portion for the suction dredge, and as the suction dredge will not be available for some time for this work it will necessitate our digging full depth, which was never contemplated in the price per yard we are getting.

Will therefore ask you to formally make the request to the Board for this extension, and at the same time add your approval thereto. Yours very truly,

(Signed) Johnson & Company, Inc.
Ben Johnson, Pres."

Upon motion, the Trustees approved of the modification of clause 2 as recommended, under "Method of Doing the Work," and instructed the Chief Drainage Engineer to prepare copies of said modified agreement and send to Johnson & Company for approval and signature.

WHEREAS, The Trustees did on April 15th, 1913, borrow from the Southern States Land and Timber Company, Model Land Company and Consolidated Land Company the sum of \$50,000.00, as evidenced by promissory notes of that date; and

WHEREAS, The Trustees agreed that should said notes remain unpaid at the time the Taxes of said Land Companies became due and payable in the Counties in the Drainage District, the Trustees would honor drafts drawn on them in payment of Drainage Taxes of said Land Companies in the Drainage District in sums not to exceed the amount of said notes; and

WHEREAS, The Model Land Company has drawn drafts for taxes in favor of the Tax Collectors in Dade, Palm Beach and St. Lucie Counties in the sum of \$15,146.75, and the Consolidated Land Company has drawn draft in favor of the Tax Collector of Lee County in the sum of \$1,758.65; therefore, be it

RESOLVED, That the Secretary make up a list of vouchers for amounts expended by the Trustees of the Internal Improvement Fund in drainage operations in an amount sufficient to cover and liquidate the above amounts and present same to Board of Commissioners of Everglades Drainage District for reimbursement.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, April 30, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,

J. C. Luning, Treasurer,

W. A. McRae, Commissioner of Agriculture.

Mr. E. J. L'Engle appeared before the Trustees in behalf of the Hillsboro Canal Land Company, assignee of the Otis Syndicate, requesting the Trustees to have the lands purchased by said Otis Syndicate in Township 44, Ranges 37 and 38 E., and Township 45, Range 38 E., surveyed, and offered to advance the money necessary upon condition that the same be repaid to said Company by the Trustees.

After due consideration the following resolution was adopted.

RESOLVED, That the Chief Drainage Engineer is hereby directed to proceed as rapidly as practicable to have the said lands surveyed in accordance with the plans adopted by the Trustees for the Survey of Lands in the Everglades Drainage District and now in force; and be it

FURTHER RESOLVED, That the cost of said work is to be advanced by the said Hillsboro Canal Land Company from time to time as called for by the Trustees, and that the Trustees will refund and return to the said Hillsboro Canal Land Company the entire cost of the survey of the lands in Township 44 S., Ranges 37 and 38 E., and Township 45 S., Range 38 E. not later than October 1, 1916, and the Trustees agree to pay the said Hillsboro Canal Land Company said amounts within said time as aforesaid.

The bills of Messrs. Whiddon and Wiggins for services and expenses to the Board of Commissioners of Everglades Drainage District from March 2, 1914, to April 25, 1914, amounting to \$330.52, were approved, and as they had been paid \$200.00 on account the Secretary was

T. J. Campbell, Tax Collector, Palm Beach Co., for drafts of Model Land Co. for Drainage Taxes on account of note of April 15, 1913..	6,343.25
F. M. Tyler, Tax Collector, St. Lucie Co., for draft of Model Land Co. for Drainage Taxes on account of note of April 15, 1913.....	1,006.95
H. A. Blake, Tax Collector, Lee Co., for draft of Consolidated Land Co. for Drainage Taxes on account of note of April 15, 1913.....	1,758.65
Western Union Tel. Co., bill for April, 1914..	9.43
Fort Lauderdale Sentinel, ad. lands for sale, bill of April 27, 1914.....	12.00
Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
Atlantic National Bank, 60 days interest on \$20,000.0 at 7% per annum.....	233.33
Barnett National Bank, 90 days interest on \$7,500.00 at 7% per annum.....	131.25
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	\$ 17,641.41

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

F. C. Elliot, salary as Chief Drainage Engineer, April, 1914.....	\$ 250.00
F. C. Elliot, expenses official trip of inspection of Drainage operations, April 5-10.....	\$ 46.15
Expenses of trip to Jax. in case Math- eson v. Trammell, April 29, 1914....	14.10 60.25
G. D. Curtis, salary as Asst. to Chief Dr. Engr., April, 1914.....	150.00
J. E. Downing, salary as Clerk, April, 1914....	80.00

J. Stuart Lewis, salary as Secretary, April, 1914		150.00
Miss Mary Herring, salary as Stenographer, April, 1914		100.00
Glenn V. Scott, salary as Asst. Engr., April, 1914	\$140.00	
348 Meals furnished self and party at 33 1-3c each	116.00	
Board and lodging at hotels	8.00	
Miscellaneous expense	5.16	
Rent of motorcycle, April, 1914	20.00	
Rent of motorcycle $\frac{1}{2}$ of Oct., 1913	10.00	299.16
J. D. Weems, Inst. man, April, 1914		100.00
Tom Russ, Launchman, April, 1914		75.00
Lonnie Howard, Rodman, April, 1914		75.00
Sim Jackson, Inspector, April, 1914		75.00
H. M. Forman, Lock Tender, April, 1914		75.00
W. W. Lee, salary as Lock Tender, April, 1914		22.50
J. D. Laing, salary as Lock Tender, April, '14		22.50
J. H. Jacobie, 6 days board and lodging at Ft. Lauderdale, Feb. 5-10, 1914, at \$1.50 per day	\$ 9.00	
R. R. fare Ft. Lau. to Deerfield .....	.45	
Salary as Inspector, April, 1914	60.00	69.45
A. W. Frederick, salary as Inspector, April, 1914		60.00
Keystone Supply Company, 1 box carbon paper, bill of April 21, 1914		3.00
E. A. Thomas, team and wagon, $\frac{1}{2}$ day, account Engr. Hicks	\$ 2.50	
Board and lodging furnished Engr. Hicks and party, bill of Sept. 6, 1913	28.00	30.50
H. R. Kaufman, Typewriter ribbons and office supplies, bill of April 30, 1914		4.20
Western Union Tel. Co., bill for April, 1914		6.83
Capital City Bank, for T. J. Appleyard, printing 2,000 letterheads, bill of April 30, 1914		7.00

Alex McDougall, P. M., postage for April, 1914	2.04	
Southern Express Co., bill for April, 1914....	3.81	
The H. & W. B. Drew Co., office supplies, bills of April 7, 11, 14, 22 and 30, 1914.....	34.72	
Furst-Clark Const. Co., 253 meals served In- spectors on dredges "Miami" and "Caloosa- hatchee," Feb., March and April, 1914, at 25c per meal.....	63.25	
Railey-Milam Hardware Co., pipe fur- nished Thos. E. Frederick, account Survey, bill of April 4, 1914.....\$	39.20	
Pipe and coupling used with stand- ard Cor. Markers, bill of April 30, 1914	6.00	
Misc. party expenses, bill of April 30, 1914, account. Engr. Franklin,....	5.15	50.35
L. D. Franklin, salary as Asst. Engr., April, 1914	\$125.00	
810 meals served self and party at 25c each	202.50	
Misc. party expenses.....	3.15	330.65
Geo. Johnson, salary as Cook, April, 1914....	40.00	
J. H. Franklin, salary as Head Chainman, April, 1914	70.00	
O. E. Gibson, salary as Rear Chainman, April, 1914	50.00	
H. E. Walker, salary as Stakeman, April, 1914	50.00	
D. E. Clume, salary as Stakeman, April, 1914	50.00	
Vasco Powers, salary as Stakeman, April, 1914	50.00	
C. J. West, salary as Bush-hook man, April, 1914	50.00	

F. Brown, salary as Bush-hook man, April, 1914	50.00
Gulf Refining Co., C. D. Leffler, agent, gasoline, bill of April 14, 1914.....	11.52
Miami Yacht & Machine Co., storage of boats, July, 1913, to May, 1914.....	\$ 15.00
1 Weedless propeller.....	11.50
3 hrs. machinist's time, bill of April 30, 1914.....	1.80
	28.30
Stearns & Conlon, bal. due on bill of March 29, 1912, for groceries and supplies furnished R. F. Ensey and party.....	7.25
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	\$ 2,517.28

Financial Statement and Disbursements for April, 1914, were presented, approved and ordered placed of record:

Financial Statement, April, 1914.

To bal. on hand	
April 1st	\$ 51,663.36
To E. C. Chambers, land payment....	2,500.00
To E. C. Chambers, bal. Dr. Taxes...	19.70
To Int. on deposits 1st quarter	350.55
To Tolls collected on Canals, Apr. 1914	811.13
To Land Sales, Apr., 1914	43,049.93

To Br. of Comrs. of Everglades Dr. Dist., reimburse- ment of funds ex- pended by Trus- tees in Dr. opera- tions	\$111,285.16	\$209,679.83
By drafts paid....	\$ 16,905.40	
By Disbursements..	101,000.01	\$117,905.41
To balance May 1, 1914.....		\$ 91,774.42

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00	
To cash in banks.....	\$ 90,774.42	\$ 91,774.42

Deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 12,865.64	
Pioneer Bank, West Palm Beach.	12,895.51	
First National Bank, Tallahassee	7,921.73	
Florida Nat. Bank, Jacksonville	56,488.68	
Atlantic Nat. Bank, Jacksonville	257.37	
Barnett Nat. Bank, Jacksonville..	345.49	\$ 90,774.42

Disbursements, April, 1914.

Date	Voucher	Amount.
1914	No.	
April 1	3322—W. H. Ellis, salary as Coun- sel, March, 1914.....	\$ 208.34
April 1	3323—C. B. Gwynn, salary as Chief Clerk, Land Dept., March, 1914	175.00

Date.	No. of Voucher.	Amount.
April 1	3324—Mary Herring, salary as stenographer, March, 1914.....	100.00
April 1	3325—J. Stuart Lewis, salary as Secretary, March, 1914.....	150.00
April 1	3326—R. B. McLendon, Tax Collector, Dade Co., Drainage Taxes for 1913 on lands of Trustees, \$37,687.00, and on lands embraced in Chambers contract, \$2,097.70	37,981.70
April 1	3327—Cyril Baldwin, Tax Collector, DeSoto County, Drainage Taxes on lands of Trustees for 1913.....	3,886.60
April 1	3328—Henry A. Blake, Tax Collector, Lee Co., Drainage Taxes for 1913 on lands of Trustees	2,140.00
April 1	3329—T. J. Campbell, Tax Collector, Palm Beach Co., Drainage Taxes for 1913 on lands of Trustees, \$48,352.45, and on lands embraced in Chambers contract, \$54.00.....	48,406.45
April 1	3330—F. M. Tyler, Tax Collector, St. Lucie Co., Drainage Taxes for 1913 on lands of Trustees	32.05
April 4	3331—C. B. Gwynn, expenses of trip to Washington to look up certain old and unadjusted claims of the State for Swamp and Overflowed Lands, March 8-13, 1914....	77.08

Date.	No. of Voucher.		Amount.
April 4	3332—	W. H. Ellis, expenses in re Cutting case, Jan. 1, 5, 7, 1914, \$21.58; expenses trip to Miami account Miami Engineering and Construction Co. case, and to Bradenton account Tampa and Jack'ville R. R. case, \$106.69.	128.27
April 4	3333—	Western Union Tel. Co., bill for March, 1914	8.11
April 4	3334—	The H. & W. B. Drew Co., 1 Bates Numbering Machine, bill of March 12, 1914, \$12.09; 1 ring binder, same bill, \$1.75	13.84
April 4	3335—	Miami Printing Co., Ad. lands for sale, 6" D. C., Mar. 13 to April 3, bill of April 1, 1914	24.00
April 4	3336—	Capital City Bank for T. J. Appleyard, 3 bills of April 1, 1914, for printing and supplies account Land Dept., and office of Secretary, aggregating	17.60
April 4	3337—	Palm Publishing Co., Ad. lands for sale, 3 issues, bill of April 3, 1914	7.50
April 11	3338—	The Florida National Bank, 60 days interest on \$27,500.00 at 7% per annum.....	320.84
April 11	3339—	Barnett National Bank, 60 days interest on \$25,000.00 7% per annum.....	291.66

Date.	No. of Voucher.	Amount.
April 11	3340—Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum.....	437.50
April 11	3341—Mrs. W. S. Whiddon, for W. S. Whiddon, account salary in investigation regarding damage to dams, etc., in Everglades Drainage District..	10.00
April 11	3342—D. U. Fletcher, for 5000 copies Senate Document No. 379, "Everglades of Florida"	890.50
April 14	3343—Mrs. A. M. Wiggins, account order on salary of A. M. Wiggins, employed in investigation regarding damage to canals, etc.	35.00
April 16	3344—Johnson & Co., for work done on West Palm Beach Canal during Mar., 1914, \$4,086.63, less reserved per cent.....	3,677.97
April 18	3345—First National Bank, Tallahassee, 90 days interest on \$10,000.00 at 7% per annum.	175.00
April 21	3346—C. B. Gwynn, fee for filing notice in U. S. Land Office on selection of certain lands in Dade County for the State	2.00

The Trustees then adjourned.

Attest: W. V. KNOTT, Comptroller.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 14, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid and charged against the account of the Board of Commissioners of Everglades Drainage District:

Gordon R. Broome, services as Attorney in prosecuting parties charged with injuring dam on Hillsboro Canal in Palm Beach, Florida, bill of May 1, 1914.....	\$ 150.00
George Nelson, expenses of trip from Morgan City, La., to Jax., Fla., and return to attend hearing in case Matheson v. Trustees, April 28 to May 3, inc., 1914.....	145.50
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	\$ 295.50

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., May 15, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.

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

Johnson & Co., Estimate No. 3, work on West Palm Beach Canal, April, 1914, \$5,477.40, less reserved per cent.....	\$ 4,929.66
Johnson & Co., Estimate No. 9, for work on Cypress Creek Extension, April, 1914, which completes the work on said Extension.....	\$ 1,992.69
Total amount of retainage due to date	13,807.40
Full and final payment.....	15,800.09
Furst-Clark Const. Co., Estimate No. 45, for work on Hillsboro Canal, April, 1914.....	5,481.52
Glenn V. Scott, supplementary voucher to balance error of \$140.00 on Voucher No. 5107, dated May 11, 1914.....	140.00
West Palm Beach Transfer Co., rent of horse and wagon, bill of April 18, 1914.....	2.00
Richard T. Lavinge, hire of 40 ft. boat, 5 days at \$8.00 per day, bill of April 8, 1914.....	40.00
Lake Worth Mercantile Co., materials and supplies for boats, misc. construction, etc., bill of April 30, 1914.....	43.54
Lake Worth Mercantile Co., hardware materials, etc., for West Palm Beach Canal and misc. construction, bill of April 30, 1914....	19.12

Dade Lumber Co., lumber bills of April 4, 10 and 13, 1914, aggregating	40.65
Dade Lumber Co., lumber for stakes, bill of April 18, 1914.....	9.65
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	\$ 26,506.23

WHEREAS, The Trustees did on April 15th, 1913, borrow from the Southern States Land & Timber Company, Model Land Company and Consolidated Land Company the sum of \$50,000.00, as evidenced by promissory notes of that date; and

WHEREAS, The Trustees agreed that should said notes remain unpaid at the time the taxes of said land companies became due and payable in the Counties in the Drainage District, the Trustees would honor drafts drawn on them in payment of Drainage Taxes of said land companies in the Drainage District in sums not to exceed the amount of said notes; and

WHEREAS, The Southern States Land & Timber Company and the Consolidated Land Company have drawn drafts for taxes on their lands in the Drainage District amounting to \$16,666.67 and \$4,188.55, respectively; therefore be it

RESOLVED, That the Secretary make up a list of vouchers for amounts expended by the Trustees of the Internal Improvement Fund in drainage operations in an amount sufficient to cover and liquidate the above amounts and present same to Board of Commissioners of Everglades Drainage District for reimbursement.

The following bills for work done on the Florida Coast Line Canal, during April, 1914, were presented, approved and the Secretary instructed to draw checks in payment of same upon funds to the credit of the Trustees in the First National Bank of St. Augustine, by the Florida Coast Line Canal and Transportation Company, for the carrying on of this work:

Ben Johnson, Estimate No. 12, work on New Smyrna Cut-Off, April, 1914.....	\$ 2,183.26
J. L. Hays, Inspector, April, 1914.....	80.00
R. S. Maley, rope, paint, white lead, etc., bill of April 30, 1914.....	4.37
New Smyrna Lumber Co., lath, blind stops, etc., bill of April 30, 1914.....	2.75
Ben Johnson, Assistant furnished Inspector Hays, April, 1914.....	50.00
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	\$ 2,320.38

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 19, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The Secretary presented bids for the purchase of the unsurveyed part of Sections 6 and 7, Township 16 South, Range 29 East, containing an estimated area of 1,000 acres, this being the day advertised for considering bids for the above described lands, as advertised in the Volusia County Record, of DeLand, Florida, a newspaper published in the County in which said lands are located.

The following bid was submitted:

W. G. Tilghman, Palatka, Fla., \$500.00 for the entire tract.

This bid being the highest received and the most satisfactory to the Trustees, upon motion, the above described land was ordered sold to said G. W. Tilghman, and the Secretary was instructed to so advise Mr. Tilghman and to state to him that upon receipt of the payment of said \$500.00 the Honorable Commissioner of Agriculture would be instructed to make deed to him for said lands.

A notice from Hon. Z. T. Merritt, Clerk of the Court of Dade County, Florida, relative to the construction of a public road beginning at the end of the present rock road running West from Buena-Vista to the State Canal, along the south line of Section 20, Township 53 South, Range 41 East, and from the intersection of this road with the State Canal, parallel with the Canal, and distant 50 feet therefrom, measured at right angles, in a Northwesterly direction to the North line of Township 53 South, Range 40 East; also from Drawbridge across Canal to point where the Buena-Vista road touches the Canal when extended as proposed, and, upon motion, the Secretary was instructed to write Mr. Merritt that the Trustees objected to that portion of the route which would run along the right-of-way of the State Canal being located at a distance of 50 feet from the edge of said Canal; that they had no objection to the road running along the bank of the Canal, provided said road was not placed any nearer than 60 feet from the edge of the Canal, and further provided that in the construction of this road along the banks of the State Canal not less than 60 feet from the edge of said bank, that not more than one-half of the material along the banks of said Canal at any point should be used in the construction of the same.

The following bills were presented, approved and ordered paid:

tees to the fact that Senator D. U. Fletcher had introduced an Amendment to the Rivers and Harbors Bill for an appropriation for improving the waterway from Fort Thompson on the Caloosahatchee River to Lake Okeechobee, whereupon the following resolution was adopted:

BE IT RESOLVED by the Trustees of the Internal Improvement Fund of the State of Florida that the Florida delegation in the U. S. Congress be and they are hereby urged to have the Rivers and Harbors Bill so amended as to make an appropriation of at least Seventy-five Thousand Dollars for the improvement of the navigable waterway from Fort Thompson, Florida, to Lake Okeechobee, under the direction of the Chief of Engineers of the U. S. Army.

The Chairman was requested to write the Fort Myers Board of Trade of the action of the Trustees in this matter, and the Secretary instructed to write the Florida representatives in Congress requesting their support of such amendment.

A communication from the Fort Lauderdale Board of Trade was read, relative to the low water in the North New River Canal, stating that navigation was impossible and made dangerous by present conditions, whereupon the following letter was dictated by the Chairman and ordered transmitted to the Fort Lauderdale Board of Trade:

"Mr. Samuel L. Drake,
Secretary, Board of Trade,
Fort Lauderdale, Florida.

Dear Sir:

Your letter of recent date, relative to the conditions of the North New River Canal, was considered today by the Drainage Board, and I am directed to advise that the Board very much regrets that any one should have the misfortune of getting their boat injured on the canal. However, the Board does not feel that they are respon-

sible for such injury, as no person should use the canal for transportation purposes except at their own risk. In fact, while the water is low, as a matter of preference, the Board would rather have no boats operated on the canal, except for the carrying on of absolutely necessary traffic.

The parties who use the canal know its condition better than anybody else, and if they run the risk of damaging their boats, the Board cannot be responsible.

The Board is very anxious to push along the entire drainage project as rapidly as possible, but at the same time the financial situation has to be considered. As is doubtless known to your body, it has been very difficult to keep the work going on even in a very limited way for the past year and a half. The Board is doing the best it can under the circumstances.

Yours very truly,
(Signed) J. Stuart Lewis, Sec'y."

A letter was read from Mr. J. L. Bennett, attorney for the Otis Syndicate, requesting the Trustees to make deeds to the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, of Sec. 11, Tp. 44 S., R. 37 E., to "The Hillsboro Canal Land Company," of Colorado Springs, Colorado, in accordance with the agreement entered into between the Trustees of the Internal Improvement Fund and the Otis Syndicate, March 20th, 1913. Copy of Notice of Assignment to the Hillsboro Canal Land Company by William A. Otis and his wife accompanied the application.

WHEREUPON IT WAS ORDERED, That deed be made to the Hillsboro Canal Land Company for the above described land by the Honorable Commissioner of Agriculture.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 25, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

A letter from Mr. R. J. Bolles was read in which he stated that a certain release was made by the Trustees on the 17th day of November, 1911, to certain lands, to-wit: Sections 1 and 3, Township 50 S., Range 38 E. and Sections 2, 4, 6, 8, 10 and 12 of Township 53 S., range 40 E., from a mortgage held by said Trustees; and

WHEREAS a technical error was made in said release by stating Sections 2, 4, 6, 8, 10 and 12, Township 53 S., Range 40 E., were recorded Book 12, page 452, when same should be Book 17, page 436, Public Records Dade County, Florida, therefore the following release was ordered made:

State of Florida,
County of Leon.

SATISFACTION OF MORTGAGE: *Whereas*, Under the provisions of two certain mortgages executed by R. J. Bolles of Carlsbad, New Mexico, to the Trustees of the Internal Improvement Fund of the State of Florida on or about the 23rd day of December, A. D. 1908, and on or about the 28th day of May, A.D. 1910, to secure the payments of certain purchase moneys due and therein evidenced by his promissory notes, and as otherwise set forth in said mortgages, which contain the provision authorizing in effect that the said Mortgagor may have the right to have lands released on the basis of the payment

of Three (3) Dollars per acre in areas of not less than five (5) sections; and

WHEREAS, Certain large payments have been made by the said R. J. Bolles upon certain notes therein set forth and referred to, which have been duly paid and delivered to the said Mortgagor, and the said Mortgagee has agreed to release the lands hereinafter described from the lien of said mortgage, aggregating Thirty-eight Hundred and Forty (3840) acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One (1) Dollar to the Trustees of the Internal Improvement Fund of the State of Florida in hand paid by the said R. J. Bolles, and the further consideration of the payments heretofore made at the rate of Three (3) Dollars per acre for the release of said lands from the lien of said mortgage heretofore referred to executed by the said R. J. Bolles to the said Trustees of the Internal Improvement Fund of the State of Florida, recorded Book 17, page 436 and following of the public records of Dade County, State of Florida, the following lands are hereby released and the mortgage so far as relates to the following described lands fully satisfied:

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

All of the above described lands lying and being in the County of Dade, State of Florida.

And this satisfaction is made for the purpose that the same may be entered of record according to law.

It is expressly stipulated and agreed that the lien and effect of said mortgage upon the remainder of the lands therein described and mortgaged shall not be waived, modified and affected by this release, but shall continue in full force and effect thereon.

This satisfaction is made, executed and delivered for the purpose of correcting and amending satisfaction of

mortgage dated 17th day of November, A. D. 1911, filed 20th day of November, A. D. 1911, recorded in Book 6, page 209 of the public records of Dade County, which satisfaction stated that the mortgage on the above described lands was dated 23rd day of December, 1908.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals, and caused the Seal of the Department of Agriculture of the State of Florida to be hereunto affixed at Tallahassee, Florida, the Capital, this 26th day of May, A. D. 1914.

(Signed)	Park Trammell,	(Seal)
		Governor.
	J. C. Luning,	(Seal).
		Treasurer.
	T. F. West,	(Seal).
		Attorney General.
	W. V. Knott,	(Seal)
		Comptroller.
	W. A. McRae,	(Seal).
		Commissioner of Agriculture.

A communication from W. B. LaDue, Major, Corps of Engineers, Jacksonville, Fla., was read, in which he stated it was reported to him that the Miami River was shoaled and the available depth reduced from 12 to 8 feet in the channel, and that the State should clean out same, whereupon the Secretary was instructed to write Major LaDue for detailed information from his department relative to said conditions.

The Honorable Commissioner of Agriculture was requested to make deed to F. H. Haleton, of Dade County, Florida, to the $E\frac{1}{2}$ of $NE\frac{1}{4}$ of $SE\frac{1}{4}$, except right-of-way of canal 260 feet, of Sec. 26, Tp. 50 S., R. 40 E., containing 17.50 acres, at \$36.00 per acre.

The following bill was presented, approved and ordered paid:

N. Barco, Land Inspecting Agent, salary and expenses, May 4-6, and May 11-14, 1914. . . . \$ 53.21

The following bill was presented, approved and ordered paid and charged to the Board of Commissioners:

Park Trammell, expenses of trip to Washington and return on business of the Board of Commissioners, Nov. 24-30, 1913. \$ 81.95

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, May 29, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

The following Power of Attorney to cancel mortgage given by the National Construction Company, of Birmingham, Alabama, to the Trustees of the Internal Improvement Fund of the State of Florida, was executed and ordered placed of record:

State of Florida,
County of Leon.

WHEREAS, National Construction Company, a body corporate under the laws of Alabama, executed a mort-

gage to the Trustees of Internal Improvement Fund of the State of Florida, to secure a note for Forty-five Thousand (\$45,000.00) Dollars, said mortgage being on the South Fifty (50) feet of lots Eighteen and Nineteen, in Block One Hundred and Forty-nine, in the city of Birmingham, Alabama, said lot fronting Fifty (50) feet on 19th Street, South, and extending back of that uniform width One Hundred (100) feet along Avenue "D," and said mortgage being on other property described therein, which mortgage is recorded Vol. 715, page 352 of the records in the Probate office of Jefferson County, Alabama; and

WHEREAS, Said mortgage was executed upon condition "That if said National Construction Company shall faithfully perform and execute the work of constructing and excavating, as provided by the contract made and entered into by and between the National Construction Company and the Trustees of the Internal Improvement Fund of the State of Florida, bearing date of the 24th day of December, 1912, within the time and manner specified in said agreement and the specifications thereto attached and in accordance with the terms and provisions thereof, said agreement and specifications being made a part hereof as if originally incorporated herein, then this obligation to be null and void, otherwise to remain in full force and effect, etc.," and

WHEREAS, The contract referred to in said mortgage has been annulled and the National Construction Company released and discharged from its obligations under said agreement as will fully appear by copy of resolution passed by the Trustees of the said Internal Improvement Fund hereto attached;

NOW IN CONSIDERATION OF THE PREMISES, The said Trustees of the Internal Improvement Fund of the State of Florida hereby acknowledge satisfaction of said mortgage and hereby constitute and appoint E. J. Smyer, of Birmingham, Alabama, attorney in fact to

enter satisfaction of said mortgage on the record where the same is recorded in the name of and in behalf of the Trustees of the Internal Improvement Fund of the State of Florida.

IN WITNESS WHEREOF Said Trustees of Internal Improvement Fund hereunto set their signature and seal, this 29th day of May, 1914.

TRUSTEES OF THE INTERNAL
IMPROVEMENT FUND OF THE
STATE OF FLORIDA.

By (Signed) Park Trammell, (L.S.)
Chairman of the Board.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Fla., June 4, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
T. F. West, Attorney General.

The following bills were presented, approved and ordered paid:

Miami Printing Company, to printing ad. lands located with Swamp Indemnity Scrip, N $\frac{1}{2}$ of NE $\frac{1}{4}$, Sec. 18, Tp. 57, R. 39, bill of May 29, 1914	\$	8.25
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Philip H. Burch, to work in U. S. Land Office, Washington, D. C., in preparing lists of State Swamp Land selections not yet adjusted, etc., during April and May, 1914, \$75.00; less Voucher No. 3363, May 18, 1914, payment on account, \$25.00	50.00
Dowling, Hutchinson and Pattison, To 120 folios testimony in case Matheson vs. Trustees.....\$15.00 Carbon copy of same, bills of May 18, 1914	7.20— 22.20
Z. T. Merritt, Clerk Circuit Court Dade Co., To rec. deed Trustees I. I. Fund to U. S. A., bill of May 18, 1914.....	1.35
Palms Publishing Co., To advertising, March 25 and April 1, 1914....\$10.00 By warrant No. 3337, for \$7.50, drawn April 4, 1914, payment on account	7.50 2.50
Western Union Tel. Co. bill for May, 1914..	3.49
C. B. Gwynn, salary as Chief Clerk, Land Dept., May, 1914	175.00
W. H. Ellis, salary as Counsel, May, 1914....	208.33

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

J. Stuart Lewis, salary as Secretary, May, 1914	\$ 150.00
Mary Herring, salary as Stenographer, May, 1914	100.00
F. C. Elliot, salary as Chief Drainage Engineer, May, 1914	250.00

G. D. Curtis, salary as Asst. Engr., May, 1914.	150.00
J. E. Downing, salary as Clerk, May, 1914.	80.00
H. M. Forman, salary as Lock Tender, Lock No. 1, North New River Canal, May, 1914.	75.00
J. D. Laing, salary as Lock Tender, Lock No. 1 Miami Canal, May, 1914.	\$45.00
Supplies and equipment for Lock.	2.35—
	47.35
Alex McDougall, P. M., Envelopes, Stamps, bill of May 30, 1914.	13.63
W. L. Marshall, benches for blue print equipment, bill of May 30, 1914.	2.75
Capital City Bank for T. J. Appleyard, printing, binding, etc., 500 Asst. Engr. Field Reports with manilla 2nds., bill of May 30, 1914.	10.00
Southern Express Co., bill for May, 1914.	1.04
Western Union Tel. Co., bill for May, 1914.	4.09
J. F. Hill, 1 ream typewriter paper, bill of May 30, 1914.	1.50
Glenn V. Scott, salary as Asst. Engr., 28 days at \$140.00 per mo., May, 1914.	\$126.45
282 meals served self and party at 33 1-3 cents each.	94.00
Traveling expenses.	1.70
Hire of motor cycle, 1 month.	20.00—
	242.15
J. D. Weems, salary as Inst. man, 23 days at \$100.00 per month, May, 1914.	74.19
Tom Russ, salary as Launchman, 23 days at \$75.00 per month, May, 1914.	55.65
Lonnie Howard, salary as Rodman, 20 days at \$75.00 per month, May, 1914.	48.39
A. W. Frederick, Inspector, May, 1914.	60.00
J. H. Jacobie, Inspector, May, 1914.	\$60.00
Meals and lodging, West Palm Beach.	2.00—
	62.00
Sim Jackson, Inspector, May, 1914.	75.00

L. D. Franklin, 603 meals served self and party at 25 cents each, May, 1914.....	150.75
L. D. Franklin, salary as Asst. Engr., May, 1914	125.00
J. H. Franklin, salary as Head Chainman, May, 1914	70.00
O. E. Gibson, Rear Chainman, May, 1914.....	50.00
George Johnson, Cook, May, 1914.....	40.00
C. J. West, Axeman, May, 1914.....	50.00
John Walsh, Axeman, 6 days at \$1.92 per day, May, 1914	11.52
H. E. Walker, Axeman, 8 days at \$1.92 per day, May, 1914	15.36
Frank Brown, Axeman, 8 days at \$1.92 per day, May, 1914	15.36
D. E. Clume, Stakeman, 12 days at \$1.92 per day, May, 1914	23.04
M. A. Roadman, Stakeman, 12 days at \$1.92 per day, May, 1914	23.04
Fort Lauderdale Garage and Machine Co., Launch supplies and labor of machinist, bill of May 30, 1914	5.25
Dade Lumber Company, lumber for stakes, bill of May 30, 1914	14.25
Chas. E. Newlands, services of pile-driver and operator Hillsboro dam, 13½ days at \$15.00 per day, May, 1914	\$202.50
6 days' labor at \$5.00 per day.....	30.00
2 days' labor Supt. and Asst. at \$7.50 per day	15.00
Bolts	1.20—
	248.70
	<hr/>
	\$ 2,345.01

Financial Statement and Disbursements for May, 1914, were read, approved and ordered placed of record:

Financial Statement, May, 1914.

To bal. on hand May 1, 1914.....	\$ 91,774.42	
To E. C. Chambers, payment on lands	2,500.00	
To Reimbursement Board of Com- missioners, Everglades Drain- age District	20,929.80	
To Thos. E. Will, 1 mo. int. on land payments	71.00	
To tolls collected on Canals, May, 1914	709.06	
To Land Sales, May, 1914.....	2,730.11	
To Drafts paid for month of April, 1914 (outstanding)	16,905.40	
	<hr/>	
	\$135,619.79	
By Disbursements, May, 1914....	40,149.99	
	<hr/>	
To bal. June 1, 1914.....		\$95,469.80

RECONCILEMENT.

To Cash on hand.....	\$ 1,000.00	
To cash in banks.....	94,469.80	\$95,469.80
	<hr/>	

Deposited in following banks:

Bank of Palm Beach, W. Palm Beach	\$ 12,865.64	
Pioneer Bank, W. Palm Beach...	12,895.51	
First National Bank, Tallahassee	11,617.11	
Florida Nat. Bank, Jacksonville..	56,488.68	
Atlantic Nat. Bank, Jacksonville	257.37	
Barnett Nat. Bank, Jacksonville	345.49	\$94,469.80
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Disbursements, May, 1914.

Date.	No. of Voucher.	Amount.
May 1	3347—W. S. Whiddon, final settle- ment of amount due for ser- vices in investigation as to damage done to canals, etc., in the Everglades Drainage District	\$ 77.76
May 1	3348—A. M. Wiggins, final settle- ment of amount due for ser- vices in investigation as to damage done to canals, etc., in the Everglades Drainage District	52.76
May 1	3349—C. B. Gwynn, salary as Chief Clerk, Land Dept., April, '14	175.00
May 1	3350—W. H. Ellis, salary as coun- sel, April, 1914.....	208.33
May 5	3351—R. B. McLendon, Tax Col- lector, Dade County, for drafts of Model Land Co., for Drainage Taxes on ac- count of note of April 15, '13	7,796.55
May 5	3352—T. J. Campbell, Tax Collec- tor, Palm Beach Co., for drafts of Model Land Co., for Drainage Taxes on ac- count of note of April 15, '13	6,343.25
May 5	3353—F. M. Tyler, Tax Collector, St. Lucie Co., for draft of Model Land Co., for Drain- age Taxes on account of note April 15, 1913.....	1,006.95

Date.	No. of Voucher.	Amount.
May 5	3354—H. A. Blake, Tax Collector, Lee Co., for draft of Con- solidated Land Co., for Drainage Taxes on account of note of April 15, 1913...	1,758.65
May 5	3355—Western Union Tel. Co., bill for April, 1914.....	9.43
May 5	3356—Fort Lauderdale Sentinel, ad. lands for sale, bill of April 27, 1914.....	12.00
May 12	3357—Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
May 12	3358—Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
May 12	3359—Atlantic National Bank, 60 days interest on \$20,000.00 at 7% per annum.....	233.33
May 12	3360—Barnett National Bank, 90 days interest on \$7,500.00 at 7% per annum.....	131.25
May 14	3361—Gordon R. Broome, services as Attorney in prosecuting parties who cut dam in ca- nal, bill of May 1, 1914.....	150.00
May 14	3362—George Nelson, expenses of trip from Morgan City, La., to Jacksonville, Fla., and return, to attend hearing in case Matheson v. Trustees, April 28, to May 3, 1914....	145.50

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

Florida National Bank, 60 days interest on \$27,500.00 at 7% per annum.....\$	320.83
Barnett National Bank, 60 days interest on \$25,000.00 at 7% per annum.....	291.66
Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum.....	437.50
First National Bank, 90 days interest on \$10,000.00 at 7% per annum.....	175.00
	\$ 1,224.99

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, June 17, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Estimate No. 4, of Johnson & Company, for work done on West Palm Beach Canal, during May, 1914, amounting to \$5,576.85, less amount retained \$557.69, \$5,019.16, was presented by the Board of Commissioners of Everglades Drainage District with request that the Trustees pay same out of funds deposited with them for the carrying on of this work, and the Secretary was instructed to draw check in the sum of \$5,019.16 in payment of same.

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

Johnson & Co., Estimate No. 10, for work on Extension Cypress Creek Canal, May, 1914	612.18
Furst-Clark Const. Co., Estimate No. 46, for work on Hillsboro Canal, May, 1914.....	3,659.84
Furst-Clark Const. Co., to 93 meals at 25c per meal, served Inspector on dredge "Caloosahatchee," May, 1914.....	23.25
Capital City Furn. Co., 1 desk table for office Chief Dr. Engr., bill of June 2, 1914.....	6.00
Middle Florida Ice Co., distilled water furnished office Chief Dr. Engr., bill of May 30, 1914 .....	.75
	<hr/>
	\$ 4,302.02

The following bills for work done on the Florida Coast Line Canal during May, 1914, were presented, approved and the Secretary instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company to the credit of the Trustees in the First National Bank of St. Augustine for the carrying on of this work:

Ben Johnson, contractor, Estimate No. 13, work on New Smyrna Cut-Off, May, 1914...\$	1,747.92
Glenn V. Scott, to 57 meals at 33 1-3c each, served self and party, May, 1914.....	19.00
Glenn V. Scott, Asst. Engr., 3 days at \$140.00 per month, May, 1914.....	13.55
J. D. Weems, Asst. Engr., 8 days at \$100.00 per month, May, 1914.....	25.81
J. L. Hays, Inspector, May, 1914.....	80.00
Tom Russ, Launchman, 8 days at \$75.00 per month, May, 1914.....	19.35
Dade Lumber Co., lumber furnished Engr. Scott, bill of May 30, 1914.....	9.09
Ben Johnson, to Asst. furnished Inspector Hays, May, 1914.....	50.00
Lake Worth Merc. Co., paint furnished Engr. Scott, bill of May 30, 1914.....	2.40
	\$ 1,967.12

It was ordered that a deed be made to Lillian A. and Vernon R. Waddell, children and only heirs of James A. Waddell, deceased, for the lands intended to be conveyed to said James A. Waddell by deed No. 15,834 on July 20, 1903, and under resolution of the Trustees of the Internal Improvement Fund of the State of Florida of September 9, 1910, in accordance with the survey made by J. O. Fries under the direction and expense of said Waddell.

Mr. Philip H. Burch having completed the list of State Swamp land selections in the General Land Office, Washington, D. C., in accordance with instructions from the Honorable Commissioner of Agriculture, it being agreed that Mr. Burch should receive \$100.00 as compensation for said services, the Secretary was instructed to draw check for \$25.00 in favor of Mr. Burch, being balance due,

canal in a favorable location could be made to drain a considerable area contiguous to the canal, the size of the area so drained depending largely on the capacity of the canal. A canal twelve miles long, ten feet deep and thirty feet wide on the bottom at the lower end, with smaller dimensions at its upper end, would, with the necessary laterals, drain an area of approximately fifty square miles, or thirty-two thousand acres, the cost of which would be about Fifty Thousand Dollars. After discussion the Trustees unanimously decided that if the policy of setting aside the tax from a certain part of the district for a canal or canals in that limited territory should be established, other sections would be entitled to the same privilege, which policy would, under present conditions, interfere greatly with the general drainage scheme, which would suffer and be retarded for lack of funds. In view of the present financial conditions it would be impossible to undertake said work. However, should said land owners loan the Trustees a sum of money sufficient to undertake the work at 6 per cent per annum, the amount of loan and length of time of same to be agreed upon by said land owners and the Trustees, the Trustees would be glad to take up the matter for further consideration.

The Chief Drainage Engineer reported that on the 9th and 10th of June, in accordance with instructions from the Trustees, he visited the territory in the Drainage District known as Poca Moonshine, Humbuggus and Alapattah Districts, and investigated the alleged over-drainage caused by the Miami Canal, as reported to the Trustees by citizens of the aforesaid districts, and stated that in his opinion the conditions which exist are of an agricultural rather than of an engineering nature, and suggested that the same be referred to the Honorable Commissioner of Agriculture, as the proper authority on this subject and within whose province the problem is constituted, whereupon the Trustees referred same to

the Hon. Commissioner of Agriculture with request that he give the same his attention. The Trustees further agreed that they would willingly grant permits to cut laterals or ditches for irrigation purposes from the Miami Canal, same to be done under plans and specifications of the Chief Drainage Engineer.

The Chief Drainage Engineer stated that he had made an estimate of the cost and investigated the proposition submitted to the Trustees by the Everglades Sugar and Land Company relative to the formation of a drainage district lying between the South New River and Miami Canals, which report was read and discussed. After due consideration the Trustees were of the opinion that if they should proceed with the above drainage district, known as the Little River Drainage District, as requested by the Everglades Sugar and Land Company, that any other district organized would be entitled to the same consideration, and in view of the fact that the Okeecho-bee-St. Lucie Canal is one of the most necessary adjuncts of the general drainage plan and that the funds of the Trustees are very limited and that they have outstanding obligations, they decided that they cannot at this time furnish funds for aiding in the drainage of the sub-drainage district. The report of the Chief Drainage Engineer was ordered filed

The following report of the Chief Drainage Engineer as to the shoaling of the Miami River was read and ordered spread upon the minutes:

"Tallahassee, Florida, June 10, 1914.

Trustees Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:

In accordance with your instructions that I investigate and report relative to the shoaling of the Miami River alleged to be caused by silt being brought down

by the Miami Canal and passing into the river, I beg to report as follows:

In September, 1912, it became necessary to dredge the Miami River from Avenue D bridge to and extending into Biscayne Bay. Six months thereafter the river again became shoaled and was again cleaned out; this work was done by and at the expense of the Trustees of the Internal Improvement Fund. A year has elapsed since the last cleaning and the trouble again obtrudes.

The silting or shoaling is attributed to the existence of the Miami Canal. The Miami Canal comprises one of the units of a drainage plan which has for its object the reclamation of the Everglades. The canal empties into the Miami River about three miles above Miami, and thence extends in a northwesterly direction about seventy-nine miles to Lake Okeechobee. The material through which the canal is constructed consists chiefly of muck. This material is light, easily disturbed from its place in the bottom and sides of the canal, and with low current velocities can be transported long distances. The material also quickly settles, or becomes deposited when the current is stagnated or still water reached. Silt will continue to come down the canal as long as the same runs water. It is therefore admitted that the existence of the Miami Canal has brought down silt from the Everglades, which has been deposited in part at the mouth of the Miami River, and has contributed part, but by no means all, of the silting here experienced. Some of the other sources of sediment, and therefore shoaling, may be enumerated as follows:

Miami is a rapidly growing city. The amount of material going into the river through sewers and otherwise is much greater than in former years, and is constantly increasing. On the morning of the 11th instant, a heavy rain occurred in Miami which lasted an hour or more. During this rain I visited the river where it flows through Miami for the purpose of observing the effect on the

same. The storm sewers from the city were discharging large quantities of street accumulations, mud and other material into the river. The river was white with lime mud washed from the streets. All of this material is discharged into the river and the greater part of it deposited on the bottom at the very localities now most complained of.

A considerable business in rock and sand is carried on by various concerns who use the river for transporting their cargoes. In handling such material appreciable quantities are washed from the lighters, or spilled in the river, adding considerably in a year's time to shoaling. The ebb and fall of the tide causes material to drift about the bottom of the bay and river. Vessels, ever increasing in number and size ply these waters, naturally shoal and fan the material of the bottom into motion.

In regard to the removal of the shoals from the river, as done in the past, I wish to advise that such treatment does not and can not afford permanent relief. The only way in which permanent relief may be obtained is by removing the cause of the trouble. This can be accomplished, as far as preventing the canal from carrying silt into the river is concerned, in two ways: (1) By constructing controlling works near the lower end of the canal for the purpose of eliminating the silt from the water passing from the canal to the river. Such works would consist essentially of a crest discharge dam and settling basin; (2) By constructing a branch canal leading from the Miami canal at a point near, but above the present lock and dam, into Biscayne Bay at some point where the deposit of silt would not impair navigation. Such a canal would divert the water from the Miami Canal and prevent its discharge into the river. The present lock will maintain navigation between the Miami River and lower canal with the portion of the canal lying above the lock, and with the branch canal.

Without going into a complete description of the two

plans their approximate costs are here suggested, and a brief comparison made from which may be determined the one, if any, advisable to be selected. Method No. 1—The controlling works would cost approximately \$25,000.00 to \$30,000.00 as an outlay for construction, and probably \$2,000.00 to \$4,000.00 per year in order to maintain the efficiency of the works. Method No. 2—The branch canal would be sixty feet wide on the bottom; eleven foot deep of cut and four miles long; cost would be approximately \$70,000.00. To the cost of excavation should be added about \$20,000.00 for a dam and a navigable pass to the lock.

It will be seen that the controlling works are much less in initial cost than the branch canal, but the yearly expense of maintaining its efficiency by dredging out the accumulated silt will eventually equal and surpass the cost of the branch canal. This method does not prevent the deposition of silt, but simply changes the site at which the silting occurs from the Miami River to the settling basin where it can be more economically handled.

The branch canal has the disadvantage of higher initial cost, but in every other respect is more desirable. Its construction will ultimately be justified from a drainage standpoint alone, as with the advancement of work on the Miami canal increased outlet capacity will be needed which the branch canal would provide. This plan promises entire satisfaction. The choice lies between two methods, the first of which has the advantage of considerably lower initial cost, but in every other way inferior to the second. The second has the disadvantage of considerably higher initial cost, but in every other way superior to the first; will be used for other good purposes, and eventually cost no more than the cumulative cost of the first.

Having briefly suggested the most practicable method of relieving the situation, as far as silting caused by Miami Canal is concerned, attention is again directed to

the matter immediately at hand, viz., the cleaning out of the Miami River. The Trustees are in receipt of correspondence from several parties in Miami making representations as to the situation, and letters from the U. S. Engineer's office at Jacksonville calling attention to the matter, which amount substantially to a request that the Trustees remove the shoals in the Lower Miami River.

At the mouths of practically all rivers of this nature gradual shoaling occurs. The Miami River is no exception. When shoaling becomes serious, impairing navigation, if the rivers be of sufficient importance as regards navigation, the improvement is usually made by the Federal Government. It is suggested that inasmuch as the Trustees have already cleaned out the said river twice, and inasmuch as all the shoaling is not attributable to the existence of the canal, that it may now reasonably be the Government's turn to do such dredging as may be necessary to remove said shoals.

It is recommended that the Trustees construct such works or canals as will remove the cause of silting with reference to the Miami Canal. It is not recommended that the Trustees dredge the shoals from the Miami River.

Respectfully submitted,

(Signed) F. C. ELLIOT.

Chief Drainage Engineer."

After discussion the Attorney General was requested to investigate and report as to the duty of the Trustees in the matter, and the Chairman was requested to write Major LaDue relative to the same.

The matter of the offer of the Trustees to deed the Carrabelle, Tallahassee & Georgia Railroad Company Township 58 South, Range 36 East, excepting Section 16, in settlement of all claims of said Railroad Company or its assigns, as made by the Trustees in December, 1912, was taken up, and as this matter was still unsettled, it

J. C. Crawley, services in State Land Trespass case, at St. Marks, Fla., bill of June 30, 1914	19.80
Capital City Bank for T. J. Appleyard, 5 books of Receipts, \$3.50; 2000 leaflets, Instructions securing State Lands, \$10.00.....	13.50
The H. & W. B. Drew Company, supplies for office of Secretary, bill of June 16, 1914....	6.12
Western Union Tel. Co., bill for June, 1914..	2.06
Dan Allen, To hauling 19 sacks mail from P. O. to office, bill of May 30, 1914.....	.50
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	\$ 675.32

Financial Statement and Disbursements for June, 1914, were presented, read and ordered spread upon the minutes:

Financial Statement, June, 1914.

To bal. on hand June 1, 1914....	\$ 95,469.80
To E. C. Chambers.....	2,500.00
To Everglades Sugar and Land Co., advance for survey.....	2,000.00
To sale Minutes	2.00
To Thos. E. Will, interest on contract	71.00
To sale Maps.....	3.75
To Agricultural Department, reimbursement unexpended balance co-operative growing eucalyptus trees	221.75
To tolls collected, June, 1914....	763.07
	<hr/>
	\$101,031.37
By Disbursements, June, 1914..	6,906.79
	<hr/>
To balance, July 1, 1914.....	\$ 94,124.58

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00
To cash in banks.....	93,124.58—\$ 94,124.58

Deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 12,865.64
Pioneer Bank, West Palm Beach.	12,895.51
First National Bank, Tallahassee	15,291.05
Florida National, Jacksonville...	51,469.52
Atlantic National, Jacksonville..	257.37
Barnett National, Jacksonville..	345.49—\$ 93,124.58

Disbursements, June, 1914.

Date, 1914.	Voucher No.	Amount.
June 5	3369—Miami Printing Co. To ad. lands located with Swamp Indemnity Scrip, N $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec. 18, Tp. 57, R. 39, bill of May 29, 1914.....	\$ 8.25
June 5	3370—Philip H. Burch, To work in U. S. Land Office, Wash- ington, D. C., in preparing lists of State Swamp Land selections not yet adjusted. etc., during April and May, 1914, \$75.00; less Voucher No. 3363, issued May 18, 1914, payment on account, \$25.00	50.00
June 5	3371—Dowling, Hutchinson and Pattison, To 120 folios Testimony in case Mathe- son vs. Trustees...\$15.00	

Date.	No. of Voucher.		Amount
		Carbon copy of the same 7.20— Bills of May 18, 1914	22.20
June 5	3372—	Z. T. Merritt, Clerk Circuit Court, Dade County, To rec. deed Trustees I. I. Fund to U. S. A., bill of May 18, 1914	1.35
June 5	3373—	Palms Publishing Co. To ad. March 25 & Apr. 1, 1914. \$10.00 By Warrant No. 3337, issued Apr. 4, 1914, payment on account	7.50 2.50
June 5	3374—	Western Union Tel Co., bill for May, 1914.....	3.49
June 5	3375—	C. B. Gwynn, salary as Chief Clerk, Land Dept., May, 1914.....	175.00
June 5	3376—	W. H. Ellis, salary as Coun- sel, May, 1914.....	208.33
June 9,	3377—	Florida National Bank, 60 days interest on \$25,000.00 at 7% per annum.....	320.83
June 9	3378—	Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum.....	291.66
June 9	3379—	Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum.....	437.50
June 9	3380—	First National Bank, 90 days interest on \$10,000.00 at 7% per annum.....	175 00

F. C. Elliott, Salary as Chief Drainage Engineer, June, 1914	\$	250.00
F. C. Elliot, Expenses incurred on trip of inspection of Everglades Drainage Canals, June 6-17, 1914, inc.		72.25
G. D. Curtis, Salary as Asst. Engr., June, 1914		150.00
J. E. Downing, Salary as Clerk, June, 1914...		80.00
H. M. Forman, Salary as Lock Tender, Lock No. 1, North New River Canal, June, 1914.		75.00
J. D. Laing, Salary as Lock Tender, Lock No. 1, Miami Canal, June, 1914		45.00
J. H. Jacobie, Inspector, June, 1914		60.00
Glenn V. Scott, Salary as Asst. Engr., 27 days at \$140.00 per month, June, 1914	\$	126.00
252 meals served party at 33½ cents each		84.00
Board and Lodging, Lake Okeechobee		8.40
Misc. expenses		4.32
Rent of motor cycle, 1 month.....		20.00
		<hr/> 242.72
J. D. Weems, Inst. man, 24 days at \$100.00 per mo., June, 1914		80.00
Tom Russ, Launchman, 20 days at \$75.00 per mo., June, 1914		50.00
Lonnie Howard, Rodman, 18 days at \$75.00 per mo., June, 1914		45.00
Sim Jackson, Inspector, June, 1914		75.00
Marshall Carr, Services as Watchman at sluiceway Hillsboro Canal, June 12-30, 1914, inc.		7.50
L. D. Franklin, Asst. Engr., June, 1914	\$	125.00
To 711 meals served self and party at 25 cents each		177.75
		<hr/> 302.75

J. H. Franklin, Salary as Head Chainman, June, 1914	70.00
D. E. Clume, Stakeman, June, 1914.....	50.00
O. E. Gibson, Rear Chainman, June, 1914...	50.00
C. J. West, Axeman, June, 1914	50.00
Vasco Powers, Axeman, June, 1914.....	50.00
John Walsh, Stakeman, 6 days at \$1.92 per day, June, 1914	11.52
M. A. Roadman, Stakeman, 19 days at \$1.92 per day, June, 1914	36.48
Geo. S. Johnson, Cook, June, 1914.....	40.00
Manufacturers Record, Ad. notice of bond issue, bill of June 2, 1914	4.00
Publishers Engineering Record, Ad. notice of bond issue, bill of June 13, 1914.....	6.60
The Guenther Publishing Company, Ad. notice of bond issue, bill of June 6, 1914	8.00
Miami Printing Co., Ad. toll rates, bill of Jan. 31, 1914	6.75
Keuffel and Esser Co., Draftsman supplies, bill of June 9, 1914	5.75
Burroughs Adding Machine Co., Ribbon and work on Machine office Chief Drainage En- gineer, bill of June 3, 1914.....	2.75
M. T. Crabtree, Services as witness in case of Matheson vs. Park Trammell et al., bill of June 17, 1914	4.50
I. N. Treadwell, Cashier, Florida East Coast Railway Co., to cost of return passage of Contractor's dredge "Gatun" through bridge 334-A, Sunday, May 24, 1914, delays, over- time and incidental expenses	392.15
Lake Worth Mercantile Co., Launch supplies and accessories, bill of May 30, 1914.....	6.43
Gulf Refining Co., care C. D. Leffler, Agent, 1 dr. K. O., 10 dr. Gas. bill of May 8, 1914.	106.92

Gulf Refining Co., care C. D. Leffler, Agent, Gas. and Amber Oil, bill of June 1, 1914...	17.42
Williams Brothers, to rent of 4 wheelbarrows 1 mo., bill of May 16, 1914	3.00
J. L. Shull, Hire of 12 H. P. 25 ft. boat, April and May, 1914, at \$30.00 per month.....	60.00
J. L. Shull, Hire of 12 H. P. 25 ft. boat, June, 1914	30.00
Everglade Grocery Co., Inc., Paint and launch accessories, bill of May 30, 1914.....	8.80
Clarence H. Ashmead, Jr., Repairs to launch, bill of June 26, 1914	18.15
Dade Lumber Co., 10 bundles Cypress Lath, bill of June 12, 1914	3.00
R. C. Hicks, to amount due for meals served party during September, 1913, while em- ployed as Asst. Engr., (which account was held pending certain information regarding same) bill of June 30, 1914	79.10
Railey-Milam Hdw. Co., Sand paper, enamel, storage and drayage on pipe, nails, waste, dry cells, bill of June 1, 1914	4.70
Capital City Bank for T. J. Appleyard, 19,000 Drainage Tax Certificates, Palm Beach County	\$ 42.75
2,000 blanks, lists of lands sold for drainage taxes	20.00
4,300 Drainage Tax Certificates, St. Lucie, Dade, Osceola, Lee, DeSoto, and Monroe	14.05
1,000 copies Chapter 6456, Acts of 1913	25.00
	<hr/> 161.80
Capital City Bank for T. J. Appleyard, 2,000 sheets letter size French folio for office Chief Drainage Engineer, bill of June 30, 1914	2.60

Western Union Tel. Co., bill for June, 1914...	4.94
Alex McDougall, P. M., postage for June, 1914	2.02
Southern Express Co., Services for June, 1914	1.83
Yaeger and Bethel Hdw. Co., Hardware supplies used in the making of blue prints, bill of May 12, 1914	1.90
H. R. Kaufman, 1 ream Typewriter paper, bill of May 29, 1914 .....	.75
	<hr/>
	\$ 2,777.08

The Secretary presented a letter from J. L. Bennett, Attorney for the Hillsboro Canal Land Company, a corporation of Colorado, licensed to do business in Florida, making request of the Trustees to convey the following described land to the said The Hillsboro Canal Land Company, as provided in contract with William A. Otis, dated March 20, 1913, the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 15, Tp. 44 S. R. 37 E., and the Trustees ordered that a deed of conveyance be made for the above described land, as payments on account of purchase price had been made entitling said purchaser or his assigns to a deed for said lands.

Dr. R. A. Willis having been requested by the Trustees to investigate the trespass on certain lands in Section 32, Township 7 North, Range 11 West, made the following report:

"Greenwood, Florida, June 29, 1914.

Trustees of the Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:

By request of the Commissioner of Agriculture I have made investigation of the cutting of timber on the northwest quarter of the northwest quarter, section 32, township 7 north, range 11 west, by Mr. J. A. Smith, and find

as follows: 37 cypress trees cut and an average of about four cross ties to the tree. The most of this forty is in a dense thicket and some cypress on the outer edge. About five acres enclosed in Mr. W. L. Pilcher's field. The value of this timber according to the best investigation I can get is \$14.80.

It is not necessary to procure a surveyor as I easily found the corners with the assistance of Mr. W. B. Bryan and others.

Hoping this report is satisfactory, I am

Yours very truly,

(Signed) R. A. Willis."

Whereupon the Honorable Commissioner of Agriculture was requested to collect from Mr. J. A. Smith the amount of \$14.80.

The Honorable Commissioner of Agriculture stated that parties had trespassed on lands of the Trustees in Sections 22, 23 and 24, of Township 4 South, Range 2 East, and suggested that he be authorized to send a man down to investigate conditions, whereupon said authority was granted.

The following bills were presented, approved and ordered paid:

R. A. Willis, to use of team in investigation of trespass on lands in Sec. 32, Tp. 7 N. R. 11 W., bill of June 30, 1914	\$	7.50
W. B. Bryan, 2 days service in investigation of trespass on lands in Sec. 32, Tp. 7 N. R. 11 W., bill of June 29, 1914		5.00
D. R. Cox Furniture Co., 2 Transfer Cases for Land Dept., bill of July 1, 1914		1.65
	\$	14.15

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Present:

W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.

Hon. W. V. Knott was made Chairman.

Estimate No. 14, of Mr. Ben Johnson, Contractor, for \$3,921.52 for work done on Florida Coast Line Canal during June, 1914, showing 30,050 cu. yds. of earth excavation, was presented, approved and the Secretary instructed to draw check in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine for the carrying on of this work.

Estimate No. 5, of Johnson and Company, for \$4,135.13, for work done on West Palm Beach Canal during June, 1914, showing 60,060 cu. yds. earth excavation, was presented, approved and the Secretary instructed to draw check in payment of same.

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

Furst-Clark Construction Company, to Estimate No. 47, for excavation during June, 1914, 16,642 cu. yds. earth and 25,942 cu yds. rock	\$ 6,519.76
F. C. Elliott, Expenses incurred account attendance National Drainage Congress, April 22-25, 1914	27.30
	<hr/>
	\$ 6,547.06

The Trustees then adjourned.

Attest: W. V. KNOTT, Comptroller.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, July 21, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Mr. W. W. White, who, on July 8, 1914, was instructed by the Honorable Commissioner of Agriculture to investigate the matter of trespass on lands in Township 4 South Range 2 East, reported that twenty-three cedar trees had been cut from the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 23, and the value of same, as nearly as he could estimate, would be about \$23.00. One hundred and one cedar trees had been cut from the S $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 23, and these trees were still on the land and had an estimated value of \$101.00. The report was ordered filed.

Mr. White presented bill of Mr. George W. Tully for surveying the State Land in Township 4 South, Range 2 East, amounting to \$169.50, which was approved; also his bill of expenses in investigating trespass on said lands, amounting to \$20.80, which were approved and the Secretary instructed to draw checks in payment of same.

Messrs. Cowan and Stubbs appeared before the Trustees and offered to purchase the cedar timber on the lands owned by the State in Township 4 South, Range 2 East, and, upon motion, it was agreed that the said Cowan and Stubbs could submit a sealed bid for the said timber, the same to be considered when the Trustees find it convenient to take the matter up for further consideration.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
 J. STUART LEWIS, Secretary.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The matter of cost of survey of lands of the Hillsboro Canal Land Company, as embraced in the contract of sale to the Otis Syndicate, which the Trustees agreed to have surveyed in accordance with resolution dated April 30, 1914, was considered, and Mr. E. J. L'Engle having forwarded to the Trustees a letter from the Roads and Improvement Society of West Beach, stating that it was agreeable to said Society to have cost of such survey deducted from the last payment due by said Hillsboro Canal Land Company, assignee of the Otis Syndicate, it was thereupon,

Resolved, That the resolution adopted April 30th, 1914, be and the same is hereby amended so as to read: That the cost of such work of survey shall be advanced by the said The Hillsboro Canal Land Company from time to time as called for by said Trustees, but such amounts to be so advanced shall not exceed in the aggregate the sum of Five Thousand Dollars (\$5,000.00); and that the Trustees of the Internal Improvement Fund of Florida will credit said Company with the entire amount so advanced by said Company to cover the cost of said survey, as aforesaid, without interest upon the last or final payment to be made under and on account of said contract of the 20th day of March, A. D. 1913, between the Trustees and the said Otis for the purchase of the lands therein described.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, July 27, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 W. A. McRae, Commissioner of Agriculture.

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

Palms Publishing Company. To ad.	
Delinquent Drainage Tax List,	
2723 D. L. at 20 cents per line..	\$ 544.60
Less cash from T. J. Campbell,	
Tax Collector.....	47.40
	<hr/>
Bill of July 21, 1914.....	497.20
T. J. Campbell, Tax Collector, Palm	
Beach County, commission on	
Drainage Tax sales, 1913.....	\$ 843.33
Commission on Drainage Tax	
collected, 1913, one-half of 1% on	
\$101,953.07	509.76
	<hr/>
bill of July 15, 1914.....	1,353.09
J. F. Jaudon, Tax Assessor, Dade County, as-	
essment of Drainage Tax on lands in Dade	
County one-half of 1% on \$103,780.70, bill of	
Dec. 15, 1913	518.90
Thos. O. Otto, Tax Assessor, Mon-	
roe County, assessment of Drain	
age Tax on lands in Monroe	
County, one-half of 1% on	
\$5,760.00	28.80

Less four-fifths paid by Comptroller, Dec. 30, 1913.....	23.04	5.76
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Wm. I. Barber, Tax Assessor, Osceola County, assessment of Drainage Tax on lands in Osceola County, one-half of 1% on \$1,224.05	\$ 6.12	
Less four-fifths paid by Comptroller, Dec. 30, 1913.....	4.96	
Bill of Dec. 15, 1913.....		1.16
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Jas. M. Owens, Tax Assessor, Palm Beach County, assessment of Drainage Tax on lands in Palm Beach County, one-half of 1% on \$153,900.74	\$ 769.50	
Less four-fifths paid by Comptroller, Dec. 30, 1913.....	615.60	
Bill of Dec. 15, 1913.....		153.90
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F. C. Poppell, Tax Assessor, St. Lucie County, assessment of Drainage Tax on lands in St. Lucie County, one-half of 1% on \$5,967.16	\$ 29.83	
Less four-fifths paid by Comptroller, Dec. 30, 1913.....	23.64	5.19
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O. Hunter Bryant, Tax Assessor, Lee County assessment of Drainage Taxes on lands in Lee County for 1913, being one-half of 1% on \$35,193.00.....	\$ 175.96	
Less four-fifths paid by Comptroller, Dec. 31, 1913.....	140.76	35.20
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Bill of Dec. 15, 1913.....		\$ 2,570.40

The application of G. L. Sipprell to enter 80 acres of land in Sec. 13, Tp. 42 S. R. 31 E., on Lake Okeechobee, to be used by him five years as a demonstration station, then to be purchased by him at \$20.00 per acre, was considered, and after discussion the Trustees decided not to accept the proposition and the Secretary was instructed to so inform Mr. Sipprell.

Communication from Major W. B. LaDue, corps of U. S. Engineers, Jacksonville, Florida, relative to the lowering of the water in Lake Okeechobee and the shoaling of the Miami River, was read, and after discussion relative to "Permit for Lowering Lake Okeechobee," the Trustees were of the opinion that it would be advisable for them to present their position in this matter to the Secretary of War, at Washington, and that through the District Engineer's office, at Jacksonville, they would appreciate the arranging for a hearing of the Trustees, represented by the Governor, before the Secretary of War some time during the coming week, and the Secretary was instructed to so inform Major LaDue.

The bill of Mr. N. Barco, Land Inspecting Agent, for four days service and expenses, amounting to \$30.73, in re trespass on State lands in Levy County, was approved and ordered paid.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, July 28, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

R. P. Branch having given satisfactory reasons for the cancellation of Entry No. 16,464, of Lot 1, Section 36, Township 50 South, Range 41 East, on which his wife, Dorothy A. Branch, made first one-fourth payment of \$220.93, July 13, 1914, and requested that the said payment of \$220.93 be applied as follows, to-wit: \$156.32 as second one-fourth payment on Entry No. 16,463, of Lot 33, Section 25, Township 50 South, Range 41 East, Newman's Survey, and that the balance of \$64.61, with the additional amount of \$11.71, which he has paid, be applied as first one-fourth payment on the South 9.54 acres in Lot No. 32, Section 25, Township 50 South, Range 41 East, it was

ORDERED, That said Entry No. 16,464 be cancelled and said amount of \$220.93 paid on such entry be applied as requested.

The matter of cedar timber on lands of the Trustees in Sections 22, 23 and 24, Township 4 South, Range 2 East, was considered, and after discussion the Trustees decided to advertise the same for sale, said sale to be on August 14, 1914, at 10 o'clock A. M., and the Secretary was instructed to advertise said timber once a week for two weeks in the Apalachicola Times, the Crawfordville Breeze and the True Democrat, of Tallahassee.

The matter of making contract with the Indian Prairie Land Company for a canal to be cut from a point on Lake Okeechobee and running in a westerly direction toward Lake Istopoga in the Everglades Drainage District, said Company to advance the monies for surveying and cutting such canal, was taken up, and the contract, as

The following bills for work done on the Florida Coast Line Canal during June, 1914, were presented, approved and Secretary instructed to draw checks in payment of same upon funds placed by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine to the credit of the Trustees for the carrying on of this work:

Board of Commissioners of Everglades Drainage District, Expenses incurred on Florida Coast Line Canal by Engineer in charge of party, bill of June 30, 1914	\$ 2.32	
Running expenses of Launches "Fulton" and "Mist" during May and June, 1914; Telegrams, January, 1914	29.39	31.71
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Western Union Tel. Co., Services for July, 1914		1.87
Glenn V. Scott, Asst. Engr., 81 meals at 33½ cents each, served self and party, June, 1914		27.00
Glenn V. Scott, Asst. Engr., 3 days at \$140.00 per month, June, 1914		14.00
J. D. Weems, Inst. man, 6 days at \$100.00 per month, June, 1914		20.00
Tom Russ, Launchman, 6 days at \$100.00 per month, June, 1914		15.00
Lonnie Howard, Rodman, 12 days at \$75.00 per month, June, 1914		30.00
J. L. Hays, Inspector, June, 1914		80.00
A. W. Frederick, Inspector, June, 1914		60.00
Dade Lumber Company, Stake material, bill of June 30, 1914	\$ 11.50	
Bill of June 24, 1914	6.75	18.25
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R. S. Maley, Paint, white lead, screws, etc., bill of June 15, 1914	2.00
New Smyrna Lumber Company, Lumber, bill of June 5, 1914	2.20
K. C. Goodwin, work done on motor boat, bill of June 1, 1914	15.00
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	\$ 317.03

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

F. C. Elliott, Salary as Chief Drainage En- gineer, July, 1914	\$ 250.00
F. C. Elliot, Expenses of trip to Jax. to confer with Mr. Okey, of U. S. Dept. of Agri., rela- tive to Government co-operation in drain- age investigations, also inspection of launch, July 31, 1914	14.85
G. D. Curtis, Salary as Asst. Engr., July, 1914	150.00
J. E. Downing, Salary as Clerk, July, 1914...	80.00
H. M. Forman, Salary as Lock Tender, Lock No. 1 N. N. R. Canal, July, 1914	75.00
J. D. Laing, Salary as Lock Tender, Lock No. 1, Miami Canal, July, 1914	45.00
J. H. Jacobie, Salary as Inspector July, 1914	\$ 60.00
R. R. fare to, and board at Deerfield, June 20-30, 1914	5.85
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L. D. Franklin, Salary as Asst. Engr., 22 days at \$4.80 per day, July, 1914.	\$105.75
576 meals served self and party at 25 cents each, July, 1914	144.00
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	249.75

J. H. Franklin, Head Chainman, 22 days at \$2.692 per day, July, 1914	59.22
O. E. Gibson, Rear Chainman, 22 days at \$1.92 per day, July, 1914	42.30
C. J. West, Axeman, 22 days at \$1.92 per day, July, 1914	42.30
Vasco Powers, Axeman, 22 days at \$1.92 per day, July, 1914	42.30
Fred Mitchell, Cook, 14 days at \$1.538 per day, July, 1914	21.54
Geo. Johnson, Cook, 8 days at \$1.538 per day, July, 1914	12.30
M. A. Roadman, Stakeman, 15 days at \$1.92 per day, July, 1914	28.85
D. E. Clume, Stakeman, 22 days at \$1.92 per day, July, 1914	42.30
Glenn V. Scott, Asst. Engr., salary at \$140.00 per mo., 28 days, July, 1914. \$126.45	
285 meals at 33 $\frac{1}{3}$ cents each.....	95.00
Expenses 3 men 1 day at hotel.....	6.00
Telegram relative Lock N. N. R. canal .....	.75
Rent of motor cycle	20.00
	<u>248.20</u>
J. D. Weems, Inst. man, 19 days at \$100.00 per month, July, 1914	61.29
Tom Russ, Launchman, 22 days at \$75.00 per month, July, 1914	53.23
Lonnie Howard, Rodman, 24 days at \$75.00 per month, July, 1914	58.06
Brooks Bradford, Chainman, 17 days at \$2.00 per day, July, 1914	34.00
Sim Jackson, Inspector, July, 1914.....	75.00
Marshall Carr, Watchman at dam Hillsboro Canal, July, 1914	15.00
F. C. Petty, Expenses in transporting material to dam site for use in repairing fill, bill of July 11, 1914	4.00

Frank T. Budge Co., Batteries and Terminals for Launch, bill of June 1, 1914	2.00
J. L. Shull, Hire of launch 28 days at \$1.00 per day, bill of July 24, 1914	28.00
Frank B. Hart, Rent of Launch, 4 days at \$5.00 per day, bill of June 24, 1914.....	20.00
A. W. Shackelford, Gasoline, bill of July 31, 1914	\$ 11.10
Gasoline and lubricating oil, bill of June 30, 1914	75.85
	86.95
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Everglade Grocery Company, Paint, launch supplies and pipe for survey, bill of June 30, 1914	27.29
Lake Worth Mercantile Company, 1-2 gal. paint, bill of June 30, 1914	1.00
Lake Worth Mercantile Company, Hardware and supplies for floating equipment and Lock No. 1, N. N. R. Canal, bill of June 30, 1914	24.76
Dade Lumber Company, Lumber for wing dam, Lock No. 1, N. N. R. Canal, bills of June 12, 17, 30, 1914	146.58
Manufacturers Record, Ad. bond issue, bill of July 30, 1914	12.00
The Chicago Banker, Ad. bond issue, bill of July 31, 1914	18.00
The Southern Banker, Ad. bond issue, bill of July 30, 1914	16.00
The H. & W. B. Drew Company, Blue print paper, bills of June 29 and July 6, 1914....	3.90
The Falconer Company, 16 books for use in re Drainage Taxes and express on same from Jax., bill of July 16, 1914	82.55
J. Stuart Lewis, Salary as Secretary, July, 1914	150.00

Mary Herring, Salary as Stenographer, July, 1914	100.00
Middle Florida Ice Company, Ice and Distilled Water, June and July, 1914	3.65
Western Union Tel. Co., Services for July, 1914	5.09
A. McDougall, P. M., Stamps for office of Secretary, bill of July 15, 1914	5.08
Capital City Bank for T. J. Appleyard, 700 Certificates for Tax Collector, Lee County, bill of July 6, 1914	2.45
F. M. Tyler, Tax Collector, St. Lucie Co., Commission on 1913 Drainage Tax Collections, 1-2 of 1% on \$5,896.86....	\$ 29.48
Commission on 1913 Drainage Tax Sales, 1% on \$83.96 .....	.83
4 Tax Certificates at 15 cents each..	.60
	30.91
St. Lucie County Tribune, Ad. Tax Sale, May 15-22, 1914	1.40
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	\$ 2,537.95

Financial Statement and Disbursements for July, 1914, were presented, approved and ordered placed of record:

Financial Statement, July, 1914.

Ta bal. on hand July 1, 1914....	\$ 94,124.58
To E. C. Chambers, land payment	2,500.00
To Hillsboro Canal Land Co., for survey	1,500.00
To Thos. E. Will, Interest on account	71.00
To J. A. Smith, trespass on State lands	14.80
To sale old office door	3.00

To interest on bank deposits, 2nd quarter	584.18	
To tolls collected on canals, July, 1914	730.09	
To Land Sales, July, 1914.....	1,474.00	
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	\$101,001.65	
By Disbursements, July, 1914....	5,803.97	
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To bal. August 1, 1914.....		\$ 95,197.68

RECONCILEMENT.

To cash on hand	\$ 1,000.00	
To cash in banks	94,197.68	\$ 95,197.68
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Deposited in following banks:

Bank of Palm Beach, West Palm Beach, Florida	\$ 12,946.05	
Pioneer Bank, West Palm Beach, Florida	12,976.10	
First National Bank, Tallahassee, Florida	19,987.09	
Florida National Bank, Jacksonville, Florida	47,682.19	
Atlantic National Bank, Jacksonville, Florida	258.61	
Barnett National Bank, Jacksonville, Florida	347.64	\$ 94,197.68
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Disbursements, July, 1914.

Date	Voucher	Amount.
1914.	No.	
July 1	3384—W. H. Ellis, salary as counsel, June, 1914.....	\$ 208.34

Date.	No. of Voucher.	Amount.
July 1	3385—C. B. Gwynn, salary as Chief Clerk, Land Dept., June, 1914	175.00
July 1	3386—Mary Herring, salary as Stenographer, June, 1914. . . .	100.00
July 1	3387—J. Stuart Lewis, salary as Secretary, June, 1914.	150.00
July 1	3388—J. C. Crawley, services in State Land Trespass case at St. Marks, Fla., bill of June 30, 1914	19.80
July 1	3389—Capital City Bank for T. J. Appleyard, 5 books Receipts, \$3.50; 2,000 leaflets instructions securing State lands, bill of July 1, 1914.	13.50
July 1	3390—H. & W. B. Drew Company, office supplies account Secretary, bill of June 16, 1914. . . .	6.12
July 1	3391—Western Union Tel. Co., bill for June, 1914	2.06
July 1	3392—Dan Allen, hauling 19 sacks of mail from P. O. to office, bill of May 30, 1914. . . . .	.50
July 8	3393—R. A. Willis, team used in investigation of trespass on lands in Sec. 32, Tp. 7 N., R. 11, W., bill of June 30, 1914. .	7.50
July 8	3394—W. B. Bryan, 2 days services in investigation of trespass on lands in Sec. 32, Tp. 7 N., R. 11 W., bill of June 29, 1914	5.00
July 8	3395—D. R. Cox Furniture Co., 3 transfer cases for Land Dept., bill of July 1, 1914.	1.65

July 11	3396—Atlantic National Bank, 60 days interest on \$20,000.00 at 7% per annum.....	233.34
July 11	3397—Barnett National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
July 11	3398—Florida National Bank, 60 days interest on \$15,000.00 at 7% per annum.....	175.00
July 17	3399—First National Bank, 90 days interest on \$10,000.00 at 7% per annum.....	175.00
July 22	3400—Johnson & Co., Estimate No. 5, for work on West Palm Beach Canal during June, 1914, being 60,060 cu. yds. earth, \$4,594.59, less retainage, \$459.46	4,135.13
July 22	3401—George W. Tully, surveying State lands in Tp. 4 S., R. 2 E., bill of July 13, 1914.....	169.50
July 22	3402—W. W. White, Investigating trespass on State lands in Tp. 4 S., R. 2 E., bill of July 14, 1914	20.80
July 29	3403—N. Barco, 4 days services and expenses in examining lands in Levy County, bill of July 8, 1914	30.73

The Trustees then adjourned.

Attest: J. C. LUNING, State Treasurer.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 7, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Hon. J. C. Luning was made Chairman.

The following bills were presented, approved and ordered paid:

Atlantic National Bank, 60 days interest on \$37,500.00 at 7% per annum.....	\$	437.50
Florida National Bank, 60 days interest, on \$27,500.00 at 7% per annum.....		320.84
Barnett National Bank, 60 days interest on \$25,000.00 at 7% per annum.....		291.66
Barnett National Bank, 90 days interest on \$7,500.00 at 7% per annum.....		131.25
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	\$	1,181.25

The Trustees then adjourned.

Attest: J. C. LUNING, Treasurer.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 12, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer.

The following bills were presented, approved and ordered paid:

Estimate No. 6, of Johnson and Company, for work done on West Palm Beach Canal, during July, 1914, amounting to \$4,110.345 was presented, approved and ordered paid out of funds deposited with the Trustees for the excavation of said canal.

The following bills were presented, approved and ordered paid:

N. Barco, Salary and expenses account inspection of State lands in Levy County, bill of August 4, 1914	\$	78.45
The Weekly True Democrat, To ad. sale cedar timber in Wakulla County, bill of Aug. 10, 1914		4.50
Gulf Coast Breeze, To ad. sale of cedar timber in Wakulla County, bill of August 7, 1914.		4.21
The Apalachicola Times, To ad. sale of cedar timber in Wakulla County, bill of August 13, 1914		4.88
	\$	92.04

The following bills for work done on Florida Coast Line Canal during July, 1914, were presented, approved and Secretary instructed to draw checks in payment of same upon funds deposited by the Florida Coast Line Canal and Transportation Company in the First National Bank of St. Augustine, Florida, for the carrying on of this work:

Ben Johnson, Contractor, for work on Florida Coast Line Canal during July, 1914.....	\$	6,602.64
Glenn V. Scott, Services as Asst. Engr., 3 days at \$140.00 per month, July, 1914		13.55
J. D. Weems, Inst. man, 1 day at \$100.00 per month, July, 1914		3.23

Tom Russ, Launchman, 2 days at \$75.00 per month, July, 1914	4.84
Lonnie Howard, Rodman, 7 days at \$75.00 per month, July, 1914	16.94
Brooks Bradford, Chainman, 2 days at \$2.00 per day, July, 1914	4.00
J. L. Hays, Inspector, July, 1914	80.00
A. W. Frederick, Inspector, July, 1914.....	60.00
Glenn V. Scott, Asst. Engr., 45 meals served self and party at 33 $\frac{1}{3}$ cents per meal, July, 1914	15.00
Dade Lumber Company, Lumber, bill of July 31, 1914	2.18
	<hr/>
	\$ 6,902.37

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

Furst-Clark Construction Company, Estimate No. 48, for excavation during July, 1914...\$	7,691.32
The Falconer Company, Express on Drainage Tax books from Jax. to Clerks of the Court of Dade, DeSoto, Lee, Monroe, Osceola, Palm Beach and St. Lucie Counties, July, 1914..	1.85
Johnson and Company, Expenses removing old bridge, building temporary bridge and rebuilding permanent bridge over Cypress Creek Canal, bill of June 10, 1914	213.45
The Guenther Publishing Company, Ad. notice of sale of bonds, bill of July 31, 1914.....	22.50
	<hr/>
	\$ 7,929.12

Bids for cedar timber on State lands in Tp. 4 S. R. 2 E., as advertised for sale, bids to be received until 10

o'clock A. M., Friday, the 14th, were opened, and after considering same it was decided not to accept any bids at present, but defer action on same.

The Southern States Land and Timber Company having drawn on the Trustees in the sum of \$72.00 in payment of Drainage Taxes due by said company, in Lee County, the Secretary was instructed to take up said draft and charge same to said Land Company's account.

The Chief Drainage Engineer made the following report:

"Tallahassee, Florida, August 11, 1914.

Trustees Internal Improvement Fund,

Tallahassee, Florida.

Gentlemen:—

I beg to advise that from August 1st to 8th, I made a trip of inspection to the drainage works in the Everglades and report as follows:

The dredge Caloosahatchee, operating under Furst-Clark Construction Company's contract, is now about seven miles west of Deerfield working eastward. The material being moved consists of earth and rock in the respective proportions of about one to three. The monthly progress of the dredge is fair.

The dredge Chagres, operating under Johnson & Co's. contract on West Palm Beach canal, is digging westward from Lake Clark and has advanced to Sta. 153. Under the contract with Johnson & Co., work on the canal was to begin at the east end and progress westward toward Lake Okeechobee. The description of the canal in the specifications describes the east end of the canal as being at Lake Worth. In order to facilitate dredging the Trustees gave informal permission to Johnson & Co. to work from Lake Clark west till the timber was reached to procure fuel, and to enable the contractor to begin work under favorable conditions. Under this agreement the dredge proceeded as far westward as Sta. 126. At this

point work westward was discontinued and the dredge moved to the south end of Lake Clark and began digging eastward toward Lake Worth. The elevation of water surface in Lake Clark was 13.2 and the ground surface 20 feet, indicating 6.8 feet over-burden at this point which the dredge was unable to move satisfactorily. The dredge was therefore moved to western end of the canal again and continued digging westward.

It is necessary that the cut between Lake Clark and Lake Worth be made at the earliest possible time in order to prevent any possibility of overflow in Lake Clark by reason of the canal running west. Johnson & Co. have promised to make this cut as soon as the water level in Lake Clark reaches the 15 foot level. There is no danger of overflow in Lake Clark at Ele. 15, which is approximately its normal level. When the opening between Lakes Clark and Worth is completed the water level in the canal may be held at 16 feet without danger and will greatly facilitate dredging.

The dredge Culebra, suction, of Johnson & Co., attempted to cut from Lake Worth to Lake Clark, but was unable to pass the narrow rock reef, which exists at the east end of the canal, and discontinued operations at this point.

The quality of work on the canal with the exception of a strip of 200 feet long at south end of Lake Clark is satisfactory.

The progress being made is not yet sufficient to complete the work in contract time. One additional dredge, 11-2 yard dipper, has just been put on and a third dredge, 12-inch hydraulic, will be put on in about sixty days.

Repairs to Lock No. 1 North New River Canal cutting off the washout around north end of wing wall have been completed; also some minor repairs to lock gates, and the locks pumped clear of debris which has collected for the past two years in the chamber and at head and tail bays.

The closing of the gap around the north end of the wing wall, and the raising of the water level 3 feet developed the original cause of the washout at the north end of the wing wall.

When the lock was constructed the north end of the wing wall was the last part completed, and as soon as completed water was shut off and the level raised gradually to about 4 feet difference in head between the upper and lower pools. Shortly afterward heavy rains caused the level to rise till the head was increased to 6 or 7 feet. It appears that in its almost green condition the walls did not withstand this pressure, and failure occurred by washing out a portion of the footing slab in front of the dam under which the water passed. The water passing into this break was deflected by the apron of the coffer dam, and forced out under and between the two anchor walls at the north bank. The material between the two anchor walls was sand. Undermining took place at this point, which, together with the pressure from the water above, caused the earth fill to go out, leaving a gap 20 to 30 feet wide through which the water flowed, relieving the pressure from above and reducing the head practically to zero. This condition existed from that time—over two years ago—up to the past ten days when the gap north of the wing wall was closed by driving a line of sheet piling across the same. The flow of water thus cut off rose till a head of about 30 inches was reached, and water was noticed passing through the hole in the footing slab. The sluice-gates were immediately opened wide to reduce the head of water; the resultant head was 10 to 11 inches.

An examination showed that the break had not recently occurred. It is almost certain that it occurred when the washout around the wing wall took place, and was the direct cause of that washout. It is scarcely possible that so small a pressure as that developed by a 30-inch head could have developed any washout underneath the wall if the break had not previously been made.

In order to repair the damage the following plan, briefly stated, is being carried out: To cut off the flow of water through the break by building a coffer dam around the defective part of the wing wall, and to pump the cavity beneath the dam full of grout made by hydraulic cement and sand; to permit this plug of mortar to harden in place and then remove the coffer.

During the time these repairs are being made it is necessary to close two of the sluice gates in the region of the break, and in order to compensate for them to keep all lock gates wide open to permit the flow of water through the lock for reducing the pressure head to a minimum. The enclosed notice was inserted in the Fort Lauderdale Herald and The Sentinel in order to advise boatmen of the conditions.

It was impractical at the time of my inspection to determine the exact extent of the damage, but it is believed that the repairs will cost in the neighborhood of \$1,000.00.

The survey of the tract, Township 43 South, Range 35 East, has been completed, and a plat is now being prepared and field notes transcribed.

The survey of parts of Townships 44 and 45 South, in Ranges 35 and 36 East, under contract with Thos. E. Frederick, has been completed and inspected by the engineer of the Trustees, by re-surveying the distances and verifying the bearings of a number of section lines selected at random over the tract. The report of the Trustees' engineer indicates that the survey under the contract with Mr. Frederick has been properly performed. The errors of closure are extremely small. Plats and field notes have been received and are satisfactory. The final estimate is herewith submitted together with statement of retainage now due. I recommend the work be accepted.

The weather stations in the Glades region indicate that the rainfall from January 1st to August 1st is deficient by about twelve inches. Precipitation has been local South of the lake heavy showers have caused several tem-

porary rises in the canals of one to two feet. Lake Okechobee remains about constant at 16 to 16.2 feet above low tide.

Respectfully submitted,

(Signed) F. C. ELLIOT,
Chief Drainage Engineer."

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, August 17, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, State Treasurer,
T. F. West, Attorney General.

Hon. F. T. Myers, as attorney for the Carrabelle, Tallahassee and Gulf Railroad Company, and as attorney for John William Clark, appeared before the Trustees and exhibited a deed of conveyance from the Carrabelle, Tallahassee and Gulf Railroad Company and William A. Clark as Substitute Trustee to John William Clark, conveying, assigning and transferring to the said John William Clark all right, title and interest of the said Carrabelle, Tallahassee and Gulf Railroad Company and the said William A. Clark in and to all the lands granted to the said Carrabelle, Tallahassee and Gulf Railroad Company, and to the Augusta, Tallahassee and Gulf Railroad Company, either or both, by Acts of the Legislature of

the State of Florida, and requested that the Trustees execute and deliver to the said John William Clark the lands mentioned and described in the resolution adopted by the Trustees on the 27th day of December, A. D. 1912, and recorded in Volume 9, Pages 643-647, Minutes of the Trustees, in full satisfaction and release of all right, title, claim, interest or demands of the said Carrabelle, Tallahassee and Gulf Railroad Company against the Trustees of the Internal Improvement Fund, or against said Fund on account of any lands claimed by said Railroad Company or the said Augusta, Tallahassee and Gulf Railroad Company to have been granted to said Railroad Company, or either of them, to aid in the construction of a line of road from Carrabelle to Tallahassee and thence to the Northern boundary of the State of Florida; and

The Trustees being satisfied with the evidence of the transfer or assignment by the said Carrabelle, Tallahassee and Gulf Railroad Company of its said claim to the lands under said land grants to the said John William Clark.

It was resolved by the Trustees to execute and deliver to the said John William Clark a deed to the land described in said resolution in settlement of said claim.

That W. H. Ellis, Counsel for the Trustees, is hereby requested to prepare the necessary papers to close the transaction.

Mr. W. H. Ellis, Counsel for Trustees, stated that the Palgrave Company was desirous of compromising their suit against the Trustees of the Internal Improvement Fund.

Whereupon, In consideration of the fact that the lands of the Palgrave Company are not in the present Drainage District, as established by Chapter 6456, Laws of Florida, Acts of 1913, and

Whereas, Said lands are subject to tidal overflow and are not embraced in that portion of the Everglades as

Dollars that would be needed to do the work in accordance with the Chief Drainage Engineer's estimate.

The Chief Drainage Engineer stated that it was essential to build a spillway between Lake Clark and Lake Worth in the West Palm Beach Canal, and recommended a temporary structure at an estimated approximate cost of Fifteen Hundred Dollars, and, upon motion, the building of such spillway was authorized.

The following bill was presented, approved and ordered referred to the Board of Commissioners of Everglades Drainage District:

Chas. E. Newland, constructing dam and closing gap around north end of wing wall, Lock No. 1, North New River Canal, bill of August 6, 1914. \$ 568.20
The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.

Tallahassee, Florida, September 2, 1914.

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,
T. F. West, Attorney General.

Hon. W. V. Knott was made Chairman.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, Aug., 1914.	\$ 208.33
C. B. Gwynn, salary as Chief Clerk Land Department, August, 1914.	175.00
Western Union Tel. Co., bill for August, 1914.	5.17
	\$ 388.50

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

J. Stuart Lewis, salary as Secretary, August, 1914	\$ 150.00
Mary Herring, salary as Stenographer, August, 1914	100.00
F. C. Elliot, salary as Chief Drainage Engineer, August, 1914.....	250.00
F. C. Elliot, expenses trip of inspection of work in Everglades, August 4-9, 1914.....	53.80
G. D. Curtis, salary as Asst. Engr., August, 1914	150.00
J. E. Downing, salary as Clerk, August, 1914	80.00
H. M. Forman, salary as Lock Tender, Lock No. 1, N. N. R. Canal, August, 1914.....	75.00
J. D. Laing, salary as Lock Tender, Lock No. 1, Miami Canal, August, 1914.....	45.00
A. W. Shackelford, use of barge and tug towing piling, etc., in closing gap around wing wall Lock No. 1, N. N. R. Canal, June 25, 26, 30 and July 6, 1914.....	46.00
Baker & Holmes Company, 150 sacks cement and drayage on same, bill of August 8, 1914	97.38
Fort Lauderdale Garage & Machine Company, 3 1-2 hours cutting pipe, bill of June 1, 1914	2.75
Everglade Grocery Co., 520 sacks, \$56.00; express on same, 60c; phone message, 25c; bill of July 31, 1914.....	56.85
Lake Worth Mercantile Company, miscellaneous hardware and supplies for use in closing gap around wing wall, Lock No. 1, N. N. R. Canal, bill of July 31, 1914.....	71.65
F. C. Petty, hire of mule and scrape, laborer and driver 1 day, for use in closing gap in Lock N. N. R. Canal, bill of July 14, 1914...	4.00

Furst-Clark Construction Company, meals furnished Inspector on dredge during June and July, 1914	45.75
Chas. E. Newland, expenses incurred in closing gap in wing wall N. N. R. Canal, Lock No. 1, bill of August 31, 1914.....	411.50
Lake Worth Mercantile Company, miscellaneous hardware and launch accessories, bills of July 29 and 31, 1914.....	21.86
Dade Lumber Company, lumber, as per tickets 1078, 1105, 1088, 912, bill of July 31, 1914..	13.33
Keuffel & Esser, blue print paper and thumb tacks, bill of August 12, 1914.....	3.64
Western Union Tel. Co., bill for August, 1914	8.82
Middle Florida Ice Company, ice and Distilled water, bill of August 31, 1914.....	1.85
Capital City Bank for T. J. Appleyard, printing Drainage Tax Certificates, \$5.95; 500 sheets stationery, 75c; bill of Aug. 31, 1914	6.70
Southern Express Company, services for July and August, 1914.....	4.83
Board of Public Works, 1 12-inch electric fan, \$16.00; 2 twin socket current taps, \$1.00; lamp cord, 10c; bills of June 30 and August 31, 1914	17.10
Bert Bassage, 2 Yale keys, bill of August 28, 1914	1.00
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	\$ 1,718.81

Financial Statement and Disbursements for August, 1914, were presented, approved and ordered placed of record.

FINANCIAL STATEMENT, AUGUST, 1914.

To balance on hand August 1, 1914	\$ 95,197.68
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To Thos. E. Will, interest on account	71.00
To Florida Coast Line Canal and Transportation Co., reimbursement	31.71
To Walker & Bishop, trespass on State lands	30.00
To R. J. Bolles, payment on purchase note	429.25
To tolls collected on canals, August, 1914	417.12
To Land Sales, August, 1914....	1,260.31
	<hr/>
	\$ 97,437.07
By Disbursements, August, 1914	6,371.66
	<hr/>
To balance September 1, 1914...	\$ 91,065.41

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00
To cash in banks.....	90,065.41—\$ 91,065.41

Deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 12,946.05
Pioneer Bank, W. Palm Beach..	12,976.10
First Nat. Bank, Tallahassee....	19,965.17
Florida Nat. Bank, Jacksonville.	43,571.84
Atlantic Nat. Bank, Jacksonville	258.61
Barnett Nat. Bank, Jacksonville	347.64
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\$ 90,065.41

Disbursements, August, 1914.

Date.	Voucher No.	Amount.
Aug. 5	3404—W. H. Ellis, salary as Counsel, July, 1914.....\$	208.33
Aug. 5	3405—C. B. Gwynn, salary as Chief Clerk Land Dept., July, 1914	175.00
Aug. 5	3406—Western Union Tel. Co., bill for July, 1914.....	2.39
Aug. 8	3407—Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum.....	437.50
Aug. 8	3408—Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum.....	320.84
Aug. 8	3409—Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum.....	291.66
Aug. 12	3410—Barnett National Bank, 90 days' interest on \$7,500.00 at 7% per annum.....	131.25
Aug. 12	3411—T. J. Campbell, Tax Collector Palm Beach County, balance due on 1913 Drainage Taxes	128.10
Aug. 12	3412—J. C. Luning, State Treasurer, for draft drawn in favor of T. J. Campbell, Tax Collector Palm Beach County, account Model Land Company, for 1913 Drainage Taxes	96.00
Aug. 15	3413—Johnson & Company, Estimate No. 6, for work done on West Palm Beach Canal, July, 1914	4,110.35

Date.	Voucher, No. of	Amount.
Aug. 15	3414—N. Barco, salary and expenses account inspection of State lands in Levy County, bill of August 4, 1914.....	78.45
Aug. 15	3415—The Weekly True Democrat, to ad. sale cedar timber in Wakulla County, bill of Aug. 10, 1914	4.50
Aug. 15	3416—Gulf Coast Breeze, to ad. sale of cedar timber in Wakulla County, bill of Aug. 7, 1914	4.21
Aug. 15	3417—The Apalachicola Times, to ad. sale of cedar timber in Wakulla County, bill of Aug. 13, 1914	4.88
Aug. 21	3418—Thos. E. Frederick, balance due on account of contract for survey of lands in Tps. 44 and 45 S., Rs. 35 and 36 E., bill of July 31, 1914.....	306.20
Aug. 21	3419—J. Stuart Lewis, Secretary, for draft drawn in favor of H. A. Blake, Tax Collector, Lee County, account Drainage Taxes in Tp. 43, R. 31 of So. States Land & Timber Company	72.00

The Trustees then adjourned.

Attest:

W. V. KNOTT,

J. STUART LEWIS, Secretary.

Comptroller.

Tallahassee, Florida, September 9, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

The Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum.....	\$	233.34
The Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....		175.00
The Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....		175.00
First National Bank, 90 days' interest on \$10,000.00 at 7% per annum.....		175.00
	\$	<u>758.34</u>

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

Glenn V. Scott, Asst. Engr., salary 21 days at \$140.00 per month, August, 1914.....	\$	94.84
171 meals served self and party at 33 1-3c each.....		57.00
114 meals served self and party at 25c each.....		28.50
Miscellaneous expenses		10.95
Rent of motorcycle	20.00	\$ 211.29

J. D. Weems, salary as Inst. man, 11 days at \$100.00 per month, August, 1914.....	35.48
Tom Russ, salary as Launchman, 11 days at \$75.00 per month, August, 1914.....	26.61
Lonnie Howard, Rodman, 12 days at \$75.00per month, August, 1914.....	29.03
Brooks Bradford, Chainman, 11 days at \$2.00 per day, August, 1914.....	22.00
John Davis, Chainman, 10 days at \$2.00 per day, August, 1914.....	20.00
J. A. Boyd, Chainman, 9 days at \$2.00 per day, August, 1914	18.00
Sim Jackson, Inspector, August, 1914.....	75.00
Marshall Carr, Watchman, Hillsboro Canal, August, 1914	15.00
Elijah Brown, Cook, 5 days at \$40.00 per mo., August, 1914	6.45
Red Line Transfer, services of team and driver, 8 1-3 days at \$6.00 per day, bill of August 31, 1914	50.00
C. H. Ashmead, Jr., hauling out and repairing launch, bill of July 31, 1914.....	20.25
Fissell & Randall, 1 10-barrel tank for Lock No. 1, N. N. R. Canal, bill of July 13, 1914.	10.00
A. McDougall, P. M., stamped envelopes, bill of September 8, 1914.....	32.24
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	§ 571.35

The following resolution was adopted:

Whereas, The Trustees of the Internal Improvement Fund did, on the 21st day of April, A. D. 1913, enter into a certain contract in writing with Ben Johnson, whereby the said Johnson did, for the consideration and upon the terms therein stated and prescribed, agree to do certain work upon the Florida Coast Line Canal for the purpose of improving certain portions of such canal north of

Daytona, and for the restoration of said canal to its required width and depth below Daytona; and,

Whereas, It was agreed in said contract that said work should be commenced within forty-five days from the date of said contract, and be completed within one year from said date; and,

Whereas, Said Trustees have heretofore, at the request of said Ben Johnson, the contractor, granted extensions of said time for the completion of said work to the 15th day of September, A. D. 1914; and,

Whereas, Said Trustees are unwilling to grant further time, or permit further delay in the improvement and restoration of said canal, and desire that said work shall be completed at the earliest practical date; therefore, it is

Resolved, That no further time be granted for the performance of said contract and the completion of said work, and that the said Ben Johnson, contractor, be immediately notified that if said work is not completed in compliance with the contract and the plans and specifications for the same on or before the 15th day of September, A. D. 1914, that the said Trustees will immediately proceed to enforce the penalties prescribed in said contract, plans and specifications for failure to so complete said work.

The Trustees then adjourned.

Attest:

PARK TRAMMELL,

J. STUART LEWIS, Secretary.

Governor.

Tallahassee, Florida, September 15, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

The bill of Mr. W. W. White, amounting to \$13.65, covering expenses of inspecting the following lands, by order of the Trustees, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 18, Tp. 6 N., R. 10 W., was presented, approved and ordered paid.

Estimate No. 7, for work done on West Palm Beach Canal, during August, 1914, showing 80,871 cu. yds. earth excavated, amounting to \$5,567.97, less reserved per cent, was presented, approved and ordered paid.

The following bills for work done on the Florida Coast Line Canal during August, 1914, were presented, approved and Secretary instructed to draw checks in payment of same upon funds deposited to the credit of the Trustees in the First National Bank of St. Augustine by the Florida Coast Line Canal and Transportation Company for the carrying on of this work:

Ben Johnson, contractor, Estimate No. 15, showing 76,306 cu. yds. earth and 3,404 cu. yds. rock excavation, August, 1914.....	\$ 11,489.74
Glenn V. Scott, Asst. Engr., 10 days at \$140.00 per month, August, 1914.....	45.16
J. D. Weems, Inst. man, 11 days at \$100.00 per month, August, 1914.....	35.48
Tom Russ, Launchman, 20 days at \$75.00 per month, August, 1914.....	48.39
Lonnie Howard, Rodman, 19 days at \$75.00 per month, August, 1914.....	45.97
Brooks Bradford, Chainman, 16 days at \$2.00 per day, August, 1914.....	32.00
John Davis, Chainman, 15 days at \$2.00 per day, August, 1914.....	30.00
J. A. Boyd, Chainman, 16 days at \$2.00 per day, August, 1914.....	32.00
J. L. Hays, Inspector, August, 1914.....	80.00
Chas. H. Phillips, Inspector, 20 days at \$75.00 per month, August, 1914.....	50.00

A. W. Frederick, Inspector, August, 1914.....	60.00
Elijah Brown, Cook, 7 days at \$40.00 per month, August, 1914	9.03
F. C. Elliott, expenses incurred as Chief Drainage Engineer in connection with Florida Coast Line Canal, August 5-19, 1914.....	45.95
Glenn V. Scott, 210 meals served self and party at 33 1-3c each, \$70.00; 132 meals served self and party at 25c each, \$33.00; miscellaneous expenses, \$17.00	120.00
J. L. Hays, miscellaneous expenses incurred as Inspector, August, 1914.....	7.00
Dade Lumber Company, bill of August 31, 1914	25.76
Lake Worth Mercantile Company, miscellaneous supplies, bill of August 31, 1914.....	2.00
Board of Commissioners of Everglades Dr. District., reimbursement, account services Western Union, August, 1914, \$4.56; running expenses of launches "Fulton" and "Mist," July, 1914, \$6.08; running expenses of launch "Eva," August, 1914, \$32.60.....	43.24
P. W. Weybrecht, gasoline, bill of August 29, 1914	18.09
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	\$ 12,219.81

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

Furst-Clark Construction Company, Estimate No. 49, showing 18,962 cu. yds. earth and 29,077 cu. yds. rock excavation, Aug., 1914..\$	7,332.36
Gulf Refining Company, gasoline and grease, bill of July 31, 1914, \$44.20; lubricating oil, bill of August 8, 1914, \$4.00; gasoline, bill of August 8, 1914, 80c	49.00

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
W. A. McRae, Commissioner of Agriculture.

Lake Worth Mercantile Company, materials and miscellaneous hardware, bill of August 31, 1914	132.85
P. W. Weybrecht, gasoline, bill of August 29, 1914	9.18
J. H. Ducane, iron work and machinist's time on gates, Lock No. 1, N. N. R., bill of August 29, 1914	29.35
Dade Lumber Company, lumber for N. N. R. Canal lock, bills of August 15 and 22, 1914..	75.68
Furst-Clark Construction Company, 60 meals served Inspector, August, 1914.....	15.00
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	\$ 7,643.42

The Trustees then adjourned.

Attest: PARK TRAMMELL,
J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, September 21, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
T. F. West, Attorney General.

The following resolution was adopted:

Whereas, The Florida Everglades Land Company has applied to the Trustees of the Internal Improvement Fund to have the lands of that Company in the following Townships and Ranges in Palm Beach County, Florida, to-wit: Townships Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46) and Forty-seven (47) South, Range Thirty-five (35) East, and Townships Forty-four (44), Forty-five (45) and Forty-six (46) South, of Range Thirty-six (36) East, surveyed by said Trustees pursuant to the methods and instructions officially adopted by said Trustees for the survey of lands included in the Everglades Patent in the State of Florida; and,

Whereas, It appears that the lands of said The Florida Everglades Land Company were derived by it through deeds from the Trustees of the Internal Improvement Fund to N. P. Bryan and P. A. Vans Agnew in satisfaction of drainage contracts heretofore entered into by said Trustees of the Internal Improvement Fund with the Florida Gulf Coast Canal and Okeechobee Land Company, and that said The Florida Everglades Land Company is entitled to have its said lands in said Townships surveyed by this Board without expense to it; and,

Whereas, It further appears that the Trustees of the Internal Improvement Fund, R. J. Bolles and other persons and certain corporations are the owners of lands in said Townships which it will be necessary to survey also in order to properly survey the lands of said The Florida Everglades Land Company; and,

Whereas, Said Trustees of the Internal Improvement Fund are willing to assume and pay the expense of surveying all the lands owned by them and by said The Florida Everglades Land Company, but are not willing to assume or pay the expense of surveying the lands of other landowners in said Townships unless it should be otherwise judicially determined as referred to below; and,

Whereas, Said The Florida Everglades Land Company by its representatives, who have appeared before said Trustees, has offered to advance to said Trustees the total cost of said survey of said Townships, not to exceed, however, Twenty-five Dollars (\$25.00) per mile, for such survey, if said Trustees will agree to refund to said The Florida Everglades Land Company within three (3) years from the date of this Resolution, without interest, the entire cost of said survey, except so much thereof as may be proportionate to the cost of the survey of lands of persons or corporations other than said Trustees and said The Florida Everglades Land Company as set forth below, which said Trustees shall agree to refund also if it shall be determined by a court of competent jurisdiction within said period of three years that said Trustees are liable for the payment of the survey of lands conveyed by the Trustees in satisfaction of statutory railroad and canal land grants. Now, therefore, Be It

Resolved by said Trustees of the Internal Improvement Fund of Florida as follows:

1. That said offer of said The Florida Everglades Land Company be accepted, and that said Trustees shall proceed forthwith to have all of the lands of said Company situate in Townships 43, 44, 45, 46 and 47, South, Range 35 East, and Townships 44, 45 and 46, South, Range 36 East, Palm Beach County, Florida, surveyed officially and in accordance with the method and instructions heretofore adopted and issued by said Trustees, and that said survey shall be conducted by the Chief Drainage Engineer or other officer or agent appointed by the said Trustees, under the terms and in the manner hereinafter set forth.

2. That the entire cost of said survey to an amount not exceeding Twenty-five Dollars (\$25.00) per mile shall be advanced by said The Florida Everglades Land Company to said Trustees on their monthly requisitions in sufficient amounts to meet the expenses of said survey estimated for the next ensuing month, and that all such sums so

advanced by said corporation shall be used solely and exclusively by said Trustees as a trust fund for the purpose of paying the actual cost of conducting said surveys of said Townships under these requisitions, and for no other purpose.

3. That said Trustees will reimburse and repay to said The Florida Everglades Land Company within three years from the date of these Resolutions, without interest, the entire amount advanced and paid by said corporation for the purposes of said survey, except the proportionate cost of said survey chargeable to the owners of lands conveyed by the said Trustees in satisfaction of statutory railroad or canal land grants, as set forth in the next succeeding paragraph of these Resolutions.

4. That deducting the number of sections in the area of lands included in the survey hereby authorized which have been already surveyed by this Board, there remain 181 sections of lands to be surveyed under these Resolutions, and inasmuch as 84 sections in said Townships are owned by persons or corporations deriving title by Statutory Land Grants to Railroad Companies, said The Florida Everglades Land Company shall assume and pay the cost of the survey of the sections of land held by titles based on Statutory Land Grants, that is to say 84-181 of the entire cost of said survey, and that reimbursement will not be made by said Trustees to said The Florida Everglades Land Company for said 84-181 of the whole amount of the cost of the survey, unless it should be determined by a court of competent jurisdiction at any time within said period of three years from the date of these Resolutions that said Trustees of the Internal Improvement Fund of Florida are liable or responsible for the survey of lands in the Everglades of Florida conveyed under Statutory Land Grants to Railroad or Canal Companies, in which event said Trustees will pay the proportion of the cost of said survey which these Resolutions require to

be assumed and paid by said The Florida Everglades Land Company, to-wit, 84-181 thereof.

5. That said Trustees will proceed forthwith to let the contract for said surveys to the lowest bidder whom the Trustees shall determine to be competent and experienced and fit to conduct said work, and that such survey shall be conducted without interruption as rapidly as possible until the same shall be fully completed.

6. That said Trustees will enter into a contract with said The Florida Everglades Land Company in regard to said surveys pursuant to these Resolutions if such contract shall be requested by said corporation.

The Trustees then adjourned.

Attest: PARK TRAMMELL,
J. STUART LEWIS, Secretary. Governor.

Tallahassee, Florida, September 24, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive of this date.

Present:

W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

Hon. W. V. Knott was made Chairman.

Messrs. B. B. and J. H. Tatum, of the Miami Land and Development Company, appeared before the Trustees and submitted a proposition to deed the Trustees a canal owned by said Land Company located in Dade County, Florida, in exchange for approximately 8,700 acres of land

owned by the said Trustees in Township 57 South, Range 40 East.

The proposition was discussed and after due consideration it was unanimously decided to defer action on account of the absence of the Governor, chairman of the Board. The same to be given further consideration upon the Governor's return.

Application was also made by Messrs. Tatum & Tatum to exchange some Sections of land owned by them in Township 47 South, Range 34 East, for an equal number of sections of State land in Township 48 South, Range 35 East, as the lands owned by the Miami Land & Development Company consist of alternate Sections, and by making such an exchange their holdings would be consolidated, and the said Land Company further agreeing to excavate a navigable canal 18 to 24 feet in width, in a westerly direction from a point beginning at the Miami Canal, through Sections 1, 2, 3, 4, 5 and 6 of Township 48 South, Range 35 East, it was, upon motion, agreed to make such exchange upon receipt of proper abstract and deed from the said Miami Land & Development Company.

Further application was made by Messrs. B. B. and J. H. Tatum, of the Miami Land & Development Company, to have the following lands surveyed: All of Sections 4, 5 and 6 and the North $\frac{1}{2}$ of Sections 9, 10, 11 and 12 of Township 52 South, Range 39 East, and Messrs. Tatum & Tatum offered to advance the cost of such survey.

Whereupon, It was agreed by the Trustees to have said lands surveyed upon deposit with the Trustees of sufficient money for the cost of the said survey, the same to be returned to the said Miami Land & Development Company, without interest, within three years from the completion of said survey.

Messrs. B. B. and J. H. Tatum made a proposition to the Trustees to remove the silt in the Miami River from its mouth to its junction with the Miami Canal, and after discussion it was ordered that the Chief Drainage Engi-

near make survey of said portion of Miami River to ascertain the amount of material to be removed, so that some definite agreement might be submitted for the removal of same by said Messrs. B. B. and J. H. Tatum.

The Trustees then adjourned.

Attest: W. V. KNOTT,
Comptroller.
 J. STUART LEWIS, Secretary.

Tallahassee, Fla., October 3, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, Sept., 1914...	\$ 208.34
C. B. Gwynn, salary as Chief Clerk, Land Dept., Sept., 1914.....	175.00
Mary Herring salary as Stenographer, Sept., 1914	100.00
J. Stuart Lewis, salary as Secretary, Sept., 1914	150.00
Capital City Bank, for T. J. Appleyard, envelopes and mounting map, bill of Oct. 1, 1914	2.50
Western Union Tel. Co., bill for Sept., 1914 .....	.82
W. H. Ellis, expense in re Miami Eng & Con. Co. vs. Trustees, April 30, Sept. 10, 1914	51.45
	\$ 688.11

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

F. C. Elliott, salary as Chief Drainage Engineer, Sept., 1914..	\$ 250.00	
Expenses of trip to Jacksonville for inspection of boat and con- struction of culverts.....	11.55	
Misc. office expenses50	\$ 262.05
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G. D Curtis, salary as Asst. Engr., Sept., 1914		150.00
J. E. Downing, salary as Clerk, Sept., 1914..		80.00
H. M. Forman, salary as Lock Tender, Sept., 1914		75.00
J. D. Laing, salary as Lock Tender, Sept., 1914		45.00
J. H. Jacobie, salary as Inspector, August and September, 1914	\$ 120.00	
F. E. C. Ry. expense bill, freight on lath, Aug. 17, 1914.....	.25	120.25
Glenn V. Scott, salary as Asst. Engr., 23 days at \$140 per month, Sept., 1914	107.33	
93 meals served self and party at 33 1-3c. each	31.00	
306 meals served self and party at 25c each.....	76.50	
Miscellaneous expenses	4.25	
Rent of motorcycle.....	20.00	239.08
J. D. Weems, salary as Inst. man, 22 days at \$100.00 per month, September, 1914.....		73.33
Tom Russ, Launchman, 22 days at \$75.00 per month, September, 1914.....		55.00
Lonnie Howard, Rodman, 15 days at \$75.00 per month, September, 1914.....		37.50
John Davis, Chainman, 7 days at \$2.00 per day, September, 1914		14.00

J. A. Boyd, Chainman, 21 days at \$2.00 per day, September, 1914	42.00
Sim Jackson, Inspector, September, 1914...	75.00
Marshall Carr, Watchman at Hillsboro dam, September, 1914	15.00
A. W. Frederick, Inspector, 6 days at \$60.00 per month, September, 1914.....	12.00
Elijah Brown, Cook, 25 days at \$40.00 per per month, September, 1914.....	33.33
Furst-Clark Construction Company, 90 meals at 25c each, furnished Inspector, Sept., 1914	22.50
H. & W. B. Drew Company, office supplies for Chief Drainage Engineer, bills of September 11 and 21, 1914.....	19.64
Oliver Bros. Co., duck, nails, etc., used at Lau- derdale Lock, closing gap, bill of August 15, 1914	19.40
Keuffel and Esser Company, blue print paper and felt pad for blue print frames, bill of September 25, 1914	6.27
Gibbs Gas Engine Company, partial payment on one 40x10 ft. shallow draft cruiser, bill of September 19, 1914	1,175.00
Pichard Bros., roller carriage for blue print frame, bill of September 30, 1914.....	3.65
D. R. Cox Furniture Company, 3 sections Globe-Wernicke book-case, with base and top, bill of September 30, 1914.....	15.00
Western Union Tel. Co., bill for September, 1914	11.51
Southern Express Company, bill for Septem- ber, 1914	1.46

Middle Florida Ice Company, water and ice, September, 1914	1.80
Alex McDougall, P. M., postage, September, 1914	1.18
	<hr/>
	\$ 2,605.95

A letter from the Chambers Land Company was read requesting free passage of their boats through the North New River Canal Lock, and, after discussion, in view of the fact that the said Chambers Land Company was constructing a canal and making other improvements beneficial to the Drainage District, it was decided that the collection of tolls on their boats would be suspended for the present.

Financial Statement and Disbursements for September, 1914, were presented, approved and ordered placed of record.

Financial Statement, September, 1914.

To balance on hand Sept. 1, 1914.	\$ 91,065.41
To Thos. E. Will, int. on account	71.00
To C. R. Horne, deposit as security	100.00
To Board of Commissioners Ever- glades Drainage District.....	43.24
To Tolls collected on canals, Sep- tember, 1914	445.37
To land sales, September, 1914..	1,432.56
	<hr/>
	93,157.58
By Disbursements, Sept., 1914...	6,728.46
	<hr/>
To balance October 1, 1914	\$ 86,429.12

Reconcilement.

To cash on hand.....	\$ 1,000.00	
To cash in banks.....	85,429.12	\$ 86,429.12

Deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 12,946.05	
Pioneer Bank, W. Palm Beach....	12,976.10	
First Nat. Bank, Tallahassee....	20,896.85	
Florida Nat. Bank, Jacksonville	38,003.87	
Atlantic Nat. Bank, Jacksonville	258.61	
Barnett Nat. Bank, Jacksonville	347.64	\$ 85,429.12

Disbursements, September, 1914.

Date.	Voucher No.	Amount.
Sept. 1	3420—W. H. Ellis, salary as Counsel, August, 1914.....	\$ 208.33
Sept. 1	3421—C. B. Gwynn, salary as Chief Clerk Land Dept., Aug. 1914	175.00
Sept. 1	3422—Western Union Tel. Co., bill for August, 1914.....	5.17
Sept. 9	3423—Atlantic National Bank, 60 days' int. on \$20,000.00 at 7% per annum.....	233.34
Sept. 9	3424—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Sept. 9	3425—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Sept. 9	3426—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum.....	175.00

Date.	Voucher. No. of	Amount.
Sept. 15	3427—Johnson & Company, Estimate No. 7, for excavation on West Palm Beach Canal, August, 1914	5,567.97
Sept. 15	3428—W. W. White, expenses inspecting lands in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 18, Tp. 6 N., R. 10 W., bill of Sept. 15, 1914.....	13.65

The Trustees then adjourned.

Attest:	PARK TRAMMELL, Governor.
J. STUART LEWIS, Secretary.	

Tallahassee, Florida, October 7, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum, being notes for \$12,500.00, \$15,000.00 and \$10,000.00 due October 10 and 11, 1914.....	\$ 437.50
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Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum, being notes for \$15,000.00 and \$12,500.00 due October 8 and 10, 1914	320.83
Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum, being notes for \$10,000.00 and \$15,000.00 due October 10 and 11, 1914	291.67
First National Bank, 90 days' interest at 7% per annum on note of \$10,000.00 due October 15, 1914	175.00
	\$ 1,225.00

The Trustees then adjourned.

Attest:	PARK TRAMMELL,	
J. STUART LEWIS, Secretary.		Governor.

Tallahassee, Florida, October 15, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The following bills for work done on the Florida Coast Line Canal during September, 1914, were presented, approved and Secretary instructed to draw checks in payment of same upon funds deposited to the credit of the Trustees of the Internal Improvement Fund by the Florida

Coast Line Canal and Transportation Company, in the First National Bank of St. Augustine, for the carrying on of this work :

Ben Johnson, Contractor, Estimate			
No. 17, showing 14,503 cu. yds.			
earth excavation, Sept., 1914..	\$	2,102.93	
Less reserved per cent.....		210.29	\$ 1,892.64
Glenn V. Scott, salary as Asst. Engr., 7 days at \$140.00 per month, September, 1914.....			32.67
J. D. Weems, Inst. man, 8 days at \$100.00 per month, September, 1914.....			26.67
Tom Russ, Launchman, 8 days at \$75.00 per month, September, 1914.....			20.00
Lonnie Howard, Rodman, 15 days at \$75.00 per month, September, 1914.....			37.50
John Davis, Chainman, 4 days at \$2.00 per day, September, 1914.....			8.00
J. A. Boyd, Chainman, 5 days at \$2.00 per day, September, 1914.....			10.00
J. L. Hays, Inspector, September, 1914.....			80.00
Chas. H. Phillips, Inspector, 12 days at \$75.00 per month, September, 1914.....			30.00
A. W. Frederick, Inspector, 24 days at \$60.00 per month, September, 1914.....			48.00
Elijah Brown, Cook, 5 days at \$40.00 per month, September, 1914.....			6.67
Glenn V. Scott, Asst. Engr., to 69 meals served self and party at 33 1-3c each.....	\$	23.00	
To 87 meals served self and party at 25c each.....		21.75	
Lodging for Lonnie Howard.....		17.00	61.75
Bryant & Berry, 1 3-blade bronze propeller, bill of Sept. 11, 1914..			3.75

Board of Commissioners of Everglades Drainage District, reimbursement: Services W. U. Tel. Co.	6.83	
Running expenses launch "Fulton,"	13.61	
Running expenses, launch "Mist"	12.42	
Overcharge in salary distribution, Scott's party, May, 1913.....	18.34	51.20
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		\$ 2,308.85

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

Johnson & Company, Estimate No. 8 for excavation on West Palm Beach Canal, during Sept., 1914..	\$ 7,389.90	
Less retained per cent.....	738.99	\$ 6,650.91
Furst-Clark Construction Company, Estimate No. 50, for excavation during Sept., 1914..		3,932.44
C. R. Horne, Estimate No. 1, amount due for surveying during August and Sept., 1914, 24 miles at \$16.50 per mile, 75% of which is due and payable.....		297.00
New River Machine Shops and Marine Works, repairs to launch "Dixie," bill of September 30, 1914		26.00
A. W. Shackelford, agent Gulf Refining Company, gasoline and K. O. bills of September 15 and 18, 1914		57.78
P. W. Weybrecht, gasoline, bill of Oct. 5, 1914		15.19
H. & W. B. Drew Company, 6 coast charts, bill of October 8, 1914.....		3.15

Fort Lauderdale Sentinel, ad. temporary suspension of traffic through Lock No. 1, N. N. R. Canal, while repairs were being made, bill of August 31, 1914		2.30
Fort Myers Press, to printing 62 D. C. Sales at 20 cents per line, bill of August 30, 1914....		12.40
Dade Lumber Company, lumber for row boats, bills of Sept. 12, 19 and 26, 1914.....		21.12
Dade Lumber Company, lumber for stakes, W. P. B. Canal, bills of Sept. 19 and 26, 1914.....	6.98	
Lumber for stakes, Horne Survey, bill of Sept. 12, 1914.....	4.60	11.58
Lake Worth Mercantile Company, Galvanized pipe, etc., used with corner markers in Horne Survey, bill of Sept. 10, 1914.....	51.29	
Miscellaneous hardware and supplies for W. P. B. Canal, and launches, bill of Sept. 30, 1914...	4.45	55.74
Lake Worth Mercantile Company, couplings used in connection with Horne Survey, bill of September 21, 1914	2.55	
Six lanterns and 4 red globes for use at N. N. R. Canal Lock, bill Sept. 30, 1914	7.00	
Hardware, etc. for floating equipment, bill of Sept. 30, 1914.....	20.64	30.19
L. D. Franklin, salary as Asst. Engineer, 14 days at \$125.00 per mo., September, 1914	67.20	
Traveling expenses and hotel bills	7.30	74.50
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		\$ 11,190.30

Bids for the survey of the following lands of the Florida Everglades Land Company, located in Townships 43, 44, 45, 46 and 47, South, Range 35 East, and Townships 44, 45, and 46 South, Range 36 East, in accordance with Resolution adopted September 21, 1914, were opened, and, upon motion, the same were referred to the Chief Drainage Engineer for compilation and with request that same be presented to the Trustees at next meeting for further consideration.

The Trustees then adjourned.

Attest: PARK TRAMMELL,
Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, October 19, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 W. A. McRae, Commissioner of Agriculture.

The following bill was presented, approved and ordered referred to the Board of Commissioners of Everglades Drainage District:

James M. Owens, Tax Assessor, Palm Beach
 County, to commission on \$153,712.06 Drain-
 age Taxes assessed for 1914, at $\frac{1}{2}$ of 1% . . . \$ 768.56

The Trustees then adjourned.

Attest: PARK TRAMMELL,
Governor.
 J. STUART LEWIS, Secretary.

Tallahassee, Florida, October 21, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

A resolution having been adopted by the Trustees on September 21, 1914, relative to having certain lands mentioned therein surveyed for The Florida Everglades Land Company, the following contract was made and entered into between the Trustees of the Internal Improvement Fund and The Florida Everglades Land Company on the 15th day of October, A. D. 1914:

Whereas, Heretofore, on the 21st day of September, 1914, the Trustees of the Internal Improvement Fund of the State of Florida, hereinafter called the Trustees, adopted certain Resolutions, reference to which is hereby made, directing the survey by the Chief Drainage Engineer or other officer or agent appointed by said Trustees of all the lands of The Florida Everglades Land Company, hereinafter called the Company, in Townships 43, 44, 45, 46 and 47 South, Range 35 East, and Townships 44, 45 and 46 South, Range 36 East, in Palm Beach County, Florida, in accordance with the methods and instructions heretofore adopted and issued by said Trustees, upon condition that the entire cost of said survey to an amount not exceeding Twenty-five Dollars (\$25.00) per mile should be advanced by said Company to said Trustees on their monthly requisitions in sufficient amounts to meet the expenses of said survey estimated for the next ensuing month, to be used solely as a trust fund for the purpose

of paying the actual cost of conducting such surveys, and that said Trustees would reimburse said Company within three years from the date of the passage of said Resolutions, without interest, the entire amount advanced by said Company for the purposes aforesaid, except the proportionate cost of such survey chargeable to the owners of the lands conveyed by said Trustees in satisfaction of statutory railroad and canal land grants, fixed by said Resolutions at 84-181 of the entire cost of said surveys, and that reimbursement should not be made by said Trustees to said Company for said 84-181 of the cost of said surveys unless it should be determined by a Court of competent jurisdiction within said period of three years that said Trustees were liable for the survey of such statutory land grants, in which event said Trustees should also pay to said Company said 84-181 of the cost of said survey, and that said Trustees should enter into a contract with said Company pursuant to said Resolutions if such a contract should be requested by said Company.

And Whereas, Said Company has requested said Trustees to enter into a written contract pursuant to the terms of said Resolutions,

Now, Therefore, Pursuant to and in execution of the foregoing Resolutions and of the true intent and meaning thereof and in consideration of the mutual covenants and obligations hereinafter contained, the said Trustees and said Company have covenanted and agreed with each other as follows:

I.

That the said Trustees will proceed forthwith to have all the lands of said Company situate in Townships 43, 44, 45, 46 and 47 South, Range 35 East, and in Townships 44, 45 and 46 South, Range 36 East, Palm Beach County, Florida, surveyed officially and in accordance with the methods and instructions heretofore adopted and issued

by said Trustees, and that such survey shall be conducted by the Chief Drainage Engineer or other officer or agent appointed by said Trustees under the terms and in the manner hereinafter set forth.

II.

That the entire cost of said survey to an amount not exceeding Twenty-five Dollars (\$25.00) per mile shall be advanced by said Company to the said Trustees on their monthly requisitions in sufficient amounts to meet the expenses of such survey estimated for the next ensuing month, and that all such sums so advanced by said Company shall be used solely and exclusively by said Trustees as a trust fund for the purpose of paying the actual cost of conducting said surveys of said Townships under said Resolutions, and for no other purpose.

III.

That said Trustees will reimburse and repay to the said Company within three years from the date of the passage of said Resolutions, without interest, the entire amount advanced and paid by said Company for the purposes of said survey, except the proportionate cost of said survey chargeable to the owners of land conveyed by said Trustees in satisfaction of statutory railroad and canal land grants as set forth in the next succeeding paragraph of this contract.

IV.

That said Company shall assume and pay the cost of the survey of the sections of lands held by titles passed by said statutory land grants, that is to say, 84-181 of the entire

cost of said survey, and that reimbursement will not be made by said Trustees to said Company for that proportion of the whole amount of the cost of the survey, unless it should be determined by a court of competent jurisdiction at any time within said period of three years from the date of said Resolutions that said Trustees are liable or responsible for the survey of lands in the Everglades of Florida conveyed under said Statutory Land Grants, in which event said Trustees will pay to said Company the proportion of the cost of said survey which said Resolutions require to be assumed and paid by said Company, to-wit: 84-181 thereof.

V.

That said Trustees will proceed forthwith to let the contract for said survey to the lowest bidder which the Trustees shall determine to be competent and experienced and fit to conduct said work, and that such survey shall be conducted without interruption as rapidly as possible until the same shall be fully completed.

VI.

That said Company will advance to said Trustees upon their monthly requisitions the entire cost of said survey to an amount not exceeding Twenty-five Dollars (\$25.00) per mile for each mile of said survey, in sufficient amounts to meet the expenses of said survey estimated for the next ensuing month, and will on its part carry out and perform the obligations imposed upon it by said Resolutions and this Contract.

In Witness Whereof The said Trustees of the Internal Improvement Fund of the State of Florida, and said The Florida Everglades Land Company have executed this con-

tract in duplicate, each party retaining one counterpart original, this 15th day of October, 1914.

(Signed) Park Trammell,
Governor.
W. V. Knott,
Comptroller.
J. C. Luning,
Treasurer.
T. F. West,
Attorney General.
W. A. McRae,
Comm'r. of Agriculture.

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

Attest:

(Signed) J. Stuart Lewis, Secretary.

THE FLORIDA EVERGLADES LAND CO.

By William A. Otis, President.

Attest: C. E. Titus, Secretary.

Bids for the survey of lands in Townships 43, 44, 45, 46 and 47 South, Range 35 East, and Townships 44, 45 and 46 South, Range 36 East, in Palm Beach County, Florida, which were opened on the 15th inst. and referred to the Chief Drainage Engineer for compilation, were considered.

The following bids for the survey were submitted, on a total of 407 miles in each instance:

	Ave Cost. Per Milē.	Total Cost Per Mile.
J. B. Phinney, Dade City..	\$ 19.98	\$ 8,132.50
A. R. Livingston and W. J. Clark, Miami.....	18.567	7,556.88
Biscayne Engineering Co., Miami.....	18.56	7,454.45
Thos. E. Frederick, Miami	16.99	6,916.00
H. F. Duval, Miami.....	15.40	4,982.10
Otis A. Hardin, Miami....	14.94	4,790.00

and after due consideration the bid of Otis A. Hardin, of Miami, Florida, was accepted and the work was awarded to said Otis A. Hardin, and the Chief Drainage Engineer instructed to make contract for said survey in accordance with said bid.

It being the purpose of the Trustees to locate, construct and maintain a canal across and through the property of the Florida East Coast Railway Company's right-of-way at a point known as Mile Post No. 304 plus 303½ feet, and an agreement having been submitted by said Railroad Company, approved by the Chief Drainage Engineer, the same was accepted, executed and ordered filed.

Deed for a right-of-way 100 feet in width through the West Half of the Northeast Quarter of Section Seven, Township Fifty-five South, Range Forty-one East, executed by Mrs. Florence Nugent, as Executrix of the Estate of James L. Nugent, deceased, in lieu of former deed made by James L. Nugent and wife, said deed having never been recorded, was accepted, and the Secretary was instructed to return the deed made by James L. Nugent and wife to Mr. Lilburn R. Railey, attorney for Mrs. Florence Nugent, for delivery to Mrs. Nugent.

The Secretary was instructed to have all right-of-way deeds for canals recorded in the County in which such right-of-way lands are located.

The following release in favor of Mr. R. J. Bolles was made and executed:

This Indenture, Made and entered into this the 21st day of October, A. D. 1914, by and between Park Trammell, as Governor; W. V. Knott, as Comptroller; J. C. Luning, as Treasurer; T. F. West, as Attorney General, and W. A. McRae, as Commissioner of Agriculture, of the State of Florida, as the Trustees of the Internal Improvement

Fund of the State of Florida, parties of the first part, and Richard J. Bolles, of Jacksonville, Duval County, Florida, party of the second part,

Witnesseth, That whereas on the 18th day of May, A. D. 1910, the said Trustees of the Internal Improvement Fund of the State of Florida released all of Section 31 in Township 54 South of Range 40 East from the lien of a certain mortgage executed and delivered to them, the said Trustees of the Internal Improvement Fund of the State of Florida, by Richard J. Bolles, on December 23, A. D. 1908; and,

Whereas, The North Half of Northeast Quarter; South Half of Southeast Quarter and West Half of said Section 31, in Township 54 South of Range 40 East, was erroneously embraced in a second mortgage by said Richard J. Bolles to the said Trustees of the Internal Improvement Fund of the State of Florida, bearing date of May 28, 1910.

Now, Therefore, In consideration of the premises and in consideration of the sum of one dollar to them in hand paid by the said Richard J. Bolles, the receipt whereof is hereby acknowledged, the said Trustees of the Internal Improvement Fund hereby release and discharge from the lien of said second mortgage, executed by the said Richard J. Bolles as of the 28th day of May, A. D. 1910, and recorded on the 4th day of July A. D. 1910, in Book 17, page 436 of Mortgages, in the Public Records of Dade County, Florida, the said North Half of Northeast Quarter, South Half of Southeast Quarter and West Half of Section 31, in Township 54 South of Range 40 East, lying and being in the County of Dade in the State of Florida.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, and caused the Seal of the Department of Agriculture of the State of

Florida to be hereunto affixed, at Tallahassee, the Capital, the day and year first above written.

(Signed)	Park Trammell,	(Seal)
	Governor.	
	W. V. Knott,	(Seal)
	Comptroller,	
	J. C. Luning,	(Seal)
	Treasurer.	
	T. F. West,	(Seal)
	Attorney General.	
	W. A. McRae,	(Seal)
	Comm'r. of Agriculture.	

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

The Trustees then adjourned.

Attest:	PARK TRAMMELL,	
J. STUART LEWIS, Secretary.		Governor.

Tallahassee, Florida, October 24, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The proposition presented by Mr. B. B. Tatum, President

of The Miami Land and Development Company, September 24, 1914, to deed their main canal, 9 1-2 miles long, known as the Detroit Canal, to the Trustees for certain lands in Township 57 South, Range 40 East, was taken under advisement, and, after discussion, it was agreed that for and in consideration of the benefits that might be derived by the Trustees to their lands in the vicinity of said canal, and in further consideration that the Trustees would be allowed to use said canal for drainage purposes by entering said canal with ditches, drains, etc., the Trustees would deed to said Land Company Section 31, in Township 57 South, Range 40 East, the Land Company to retain title to said canal.

The Ocean Beach Realty Company having made application to the Trustees to dredge a basin and channel in Biscayne Bay, thereupon the following permit was issued:

Whereas, The Ocean Beach Realty Company, a corporation of the City of Miami in the State of Florida, has made application to the Trustees of the Internal Improvement Fund for authority to dredge a basin and channel in Biscayne Bay, a waterway in the County of Dade, in accordance with the attached plans and description bearing date of October 9th, 1914;

Now, Therefore, This is to certify that the Trustees of the Internal Improvement Fund of the State of Florida, insofar as they have authority, do hereby authorize the Ocean Beach Realty Company of Miami, in the State of Florida, to dredge a basin and a channel in Biscayne Bay, in accordance with the plans and description hereinbefore referred to, on the following conditions:

1. That all work shall be subject to the approval of the Trustees of the Internal Improvement Fund of the State of Florida.
2. That all spoil banks and material excavated shall be disposed of in the manner shown by the plan and shall

be raised above high water, or be properly marked with beacons for the guidance of navigators.

3. That the small channel shown on the map, lying east of the proposed cut and having a depth of from 7 to 8 feet, shall not be altered by changing the location or reducing the dimensions of the same.

4. That the work herein provided, and in accordance with this permit, shall not conflict with any permit issued by the United States Government for the said improvement.

5. That this permit shall be construed to mean nothing more than the consent of the Trustees of the Internal Improvement Fund to carry out the above improvement in the manner aforesaid.

(Signed) Park Trammell,

Governor, and Chairman, Trustees of the Internal Improvement Fund of the State of Florida.

Attest: J. Stuart Lewis, Secretary.

The Trustees then adjourned.

Attest:

PARK TRAMMELL,

J. STUART LEWIS, Secretary.

Governor.

Tallahassee, Florida, November 7, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

W. H. Ellis, salary as Counsel, October, 1914..	\$	208.33
C. B. Gwynn, salary as Chief Clerk, Land Dept., October, 1914.....		175.00
Alex McDougall, P. M., postage, October, 1914.		5.04
Western Union Tel. Co., bill for October, 1914.		4.92
Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum.....		233.34
Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....		175.00
Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....		175.00
Hudson and Boggs, stenographic fees in Matheson vs. Trustees, bill of Sept. 12, 1914.....		46.73
	\$	<u>1,023.36</u>

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

F. C. Elliott, salary as Chief Drainage Engineer, October, 1914.....	\$	250.00
Traveling expenses.....		130.30
	\$	<u>380.30</u>
G. D. Curtis, salary as Assistant Engineer, October, 1914.....		150.00
J. E. Downing, salary as Clerk, October, 1914.		80.00
H. M. Forman, salary as Lock Tender, October, 1914		75.00
J. D. Laing, salary as Lock Tender, October, 1914		45.00
A. W. Frederick, salary as Inspector, 15 days at \$60 per month, October, 1914.....		30.00
Glenn V. Scott, salary as Asst. Engr., 25 days at \$140.00 per month, October, 1914.....	\$	112.90

Subsistence, 163 meals at		
33 1-3c each.....	\$54.33	
208 meals at 25c each.....	52.00	
	<hr/>	\$106.33
Lodging and meals at hotels.....	30.40	
Salaries advanced.....	6.13	
Miscellaneous expenses.....	44.44	
Rent of motor cycle, October,		
1914	20.00	
	<hr/>	\$ 207.30
J. D. Weems, Transitman, 15 days at \$100.00		
per month, October, 1914.....		48.39
Tom Russ, Launchman, 26 days at \$75 per		
month, October, 1914.....		62.90
Lonnie Howard, Rodman, October, 1914.....		75.00
J. A. Boyd, Chainman, 16 days at \$2.00 per		
day, October, 1914.....		32.00
Cecil Russ, Axeman, 9 days at \$2.00 per day,		
October, 1914.....		18.00
Elijah Brown, Cook, 15 days at \$40.00 per		
month, October, 1914.....		19.35
Sim Jackson, Inspector, October, 1914.....		75.00
Marshall Carr, Caretaker, Hillsboro dam,		
October, 1914.....		15.00
Florida East Coast Ry. Co., I. N. Treadwell,		
Cashier, expenses account passage of dredge		
through F. E. C. track, as per agreement of		
Oct. 21, 1914, bill of Oct. 27, 1914.....	2,400.00	
H. N. Neal, expenses account road crossing		
West Palm Beach Canal, bill of Oct. 3, 1914.		76.00
Florida Metal Products Company, 8 pieces		
corrugated culvert pipe, bands, rivets, etc.,		
bill of Oct. 31, 1914.....	1,561.40	
L. C. Smith & Bros. Typewriter Company, 1		
typewriter, bill of Oct. 10, 1914.....		55.65

Gibbs Gas Engine Co. of Florida, oil and gas, \$16.50, bill of Oct. 14, 1914; balance due on shallow draft cruiser, bill of Oct. 15, 1914, \$1,000.00	1,016.50
Towers Hardware Company, kitchen equipment, etc., for shallow draft cruiser, bill of Oct. 13, 1914.....	31.15
A. W. Shackelford, rock furnished and delivered at Lock No. 1, N. N| R. Canal, Oct. 13-24, 1914.....	412.85
P. A. Henderson, lumber for use in survey and redredging of Miami River, bill of Oct. 22, 1914	11.11
Johnson & Co., constructing boat and furnishing material for same for ferry at Okeecho-bee road, across W. P. B. Canal, bill of Oct. 23, 1914.....	187.16
Western Union Telegraph Co., bill for October, 1914	7.88
Southern Express Company, bill for October, 1914	1.40
Alex McDougall, P. M., postage, October, 1914	1.10
Middle Florida Ice Company, ice and distilled water, October, 1914.....	1.85
Capital City Bank for T. J. Appleyard, stationery and wrapping paper for office Chief Drainage Engineer, bill of Oct. 31, 1914....	3.60
H. R. Kaufman, ribbons for typewriter, etc., bill of Oct. 31, 1914, account Chief Drainage Engineer	3.95
H. R. Sauls, furnishing and installing sink and fixtures, account blue print equipment, bill of Sept. 18, 1914.....	13.50
J. Stuart Lewis, salary as Secretary, October, 1914	150.00
Miss Mary Herring, salary as Stenographer, October, 1914.....	100.00

The Florida Advocate, to ad. Delinquent Tax List, DeSoto Co., drainage, for 1913, 59 D. C. at 20c per line, bill of Sept. 4, 1914.....	11.80
Miami Weekly Metropolis, to ad. Delinquent Tax List, Dade County, drainage, for 1913, 1132 D. C. at 20c per line, bill of July 24, 1914	226.40
O. Hunter Bryant, Tax Assessor, Lee County, to assessment Drainage Taxes, Lee County, 1914, $\frac{1}{2}$ of 1% on \$41,805.50.....	209.03
C. L. Bandy, Tax Collector, Osceola County, commission on 1913 Assessment Drainage Tax, $\frac{1}{2}$ of 1% on \$1,224.05.....	6.12
R. B. McLendon, Tax Collector, Dade County, commission on 1913 Assessment Drainage Tax, $\frac{1}{2}$ of 1% on \$80,690.12.....	\$ 403.45
Commission on Tax Sales.....	34.22
Commission on 1074 Tax Certificates	161.10
	<hr/> 598.77
	<hr/> \$ 8,400.36

The following request was received from Otis A. Hardin, Engineer, contracting to survey the lands of the Florida Everglades Land Company, in the Drainage District:

"Fort Lauderdale, Florida, October 22, 1914.

Trustees Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

This will be your authority for remitting to the Dade County Bank, Fort Lauderdale, Florida, all funds earned by me on contract just awarded for work at and

near Lake Okeechobee, they agreeing to assist me in this work.

Please acknowledge acceptance of this order to the Dade County Bank.

Yours very truly,

(Signed) OTIS A. HARDIN,

Engineer."

WHEREUPON, It was ordered that all payments that may become due said Hardin on said contract should be remitted through the Dade County Bank, Fort Lauderdale.

The Miami Bank and Trust Company forwarded orders from Johnson & Co., Contractors, requesting the Trustees to pay said bank the entire amount of estimates that may be due Johnson & Co. on contract work for the months of October and November, 1914. Thereupon, the Secretary was instructed to forward warrant due said Johnson & Co. for above estimates to said Miami Bank and Trust Company.

The Secretary reported that Lot 1, Tier 14, and Lot 1, Tier 16, in Township 50 South, Range 41 East, had been sold for Drainage Taxes by the Tax Collector of Dade County for 1913 Drainage Tax, taxes and costs amounting to \$4.54. Whereupon, the Secretary was instructed to draw check in payment of said certificates and have same cancelled.

Financial Statement and Disbursements for October, 1914, were read and ordered placed of record.

FINANCIAL STATEMENT, OCTOBER, 1914.

To balance on hand Oct. 1, 1914...	\$ 86,429.12
To Thos. E. Will, interest on account	71.00
To F. C. L. C. & T. Co., reimbursement account amount spent by Board of Commissioners on canal expenses.....	51.20

To Otis A. Hardin, deposit as security	100.00	
To Tolls collected on canals, October, 1914.....	770.92	
To land sales, October, 1914.....	1,438.48	
To interest on deposits in banks, third quarter.....	580.30	
To sale 2 volumes unbound minutes	1.00	
		\$ 89,442.02
By disbursements October, 1914....	1,913.11	
		\$ 87,528.91

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00	
To cash in banks.....	86,528.91	
		\$ 87,528.91

Deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 13,026.96	
Pioneer Bank, West Palm Beach...	13,057.20	
First National Bank, Tallahassee..	20,323.63	
Florida National, Jacksonville....	38,294.01	
Atlantic National, Jacksonville...	1,477.29	
Barnett National, Jacksonville....	349.82	
		\$ 86,528.91

Disbursements, October, 1914:

Date.	Voucher No.	Amount.
Oct. 5	3429—W. H. Ellis, salary as Counsel, September, 1914.....	\$ 208.34
Oct. 5	3430—C. B. Gwynn, salary as Chief Clerk, Land Dept., September, 1914..	175.00
Oct. 5	3431—Mary Herring, salary as Stenographer, September, 1914.....	100.00
Oct. 5	3432—J. Stuart Lewis, salary as Secretary, September, 1914.....	150.00

Oct. 5	3433—Capital City Bank for T. J. Appleyard, envelopes and mounting map, bill of Oct. 1, 1914.....	2.50
Oct. 5	3434—Western Union Tel. Co., bill for September, 1914.....	.82
Oct. 5	3435—W. H. Ellis, expenses trips to Jacksonville and return account Miami Eng. and Con. Co., April 30-Sept. 10, 1914.....	51.45
Oct. 7	3436—Atlantic National Bank, 60 days' interest at 7% per annum on notes aggregating \$37,500.00.....	437.50
Oct. 7	3437—Florida National Bank, 60 days' interest at 7% per annum on notes aggregating \$27,500.00.....	320.83
Oct. 7	3438—Barnett National Bank, 60 days' interest at 7% per annum on notes aggregating \$25,000.00.....	291.67
Oct. 7	3439—First National Bank, 90 days' interest at 7% per annum on \$10,000.00	175.00

The Trustees then adjourned.

Attest:

J. STUART LEWIS,
Secretary.

PARK TRAMMELL,

Governor.

Tallahassee, Florida, November 13, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

Minutes of June 20, July 1, 8, 10, 17, 21, 22, 23, 27, 28, August 5, 7, 12, 15, 17, 21, 26, September 2, 9, 15, 21, 24, October 3, 7, 15, 19, 21 and 24, 1914, read and approved.

The following bills for work done on the Florida Coast Line Canal during October, 1914, were presented, approved and Secretary instructed to issue checks in payment of same upon funds deposited in the First National Bank of St. Augustine, Florida, by the Florida Coast Line Canal and Transportation Company to the credit of the Trustees for the carrying on of this work:

Glenn V. Scott, salary as Assistant Engineer, 6 days at \$140.00 per month, October, 1914.....\$	27.10	
Meals served self and party, subsistence at hotels and salaries advanced, October, 1914.....	71.00	
	<u>98.10</u>	\$ 98.10
J. D. Weems, Transitman, 16 days at \$100.00 per month, October, 1914.....		51.61
Tom Russ, Launchman, 5 days at \$75.00 per month, October, 1914.....		12.10
J. A. Boyd, Chainman, 11 days at \$2.00 per day, October, 1914.....		22.00
Cecil Russ, Axeman, 3 days at \$2.00 per day, October, 1914.....		6.00
Elijah Brown, Cook, 16 days at \$40.00 per month, October, 1914.....		20.65
J. L. Hays, Inspector, October, 1914.....		80.00
J. H. Jacobie, Inspector, October, 1914	\$ 60.00	
Expenses incident to transportation from Hillsboro Canal to Coast Line Canal.....	11.35	
	<u>71.35</u>	71.35
Dade Lumber Company, lath and ripping, bill of Oct. 31, 1914.....		13.13
The Grueber-Morris Hardware Co., hardware, bill of Oct. 26, 1914.....		3.89
J. R. Hinton, 26 gallons gasoline, bill of Oct. 31, 1914.....		4.68

F. C. Elliott, expenses of inspection of portion of Florida Coast Line Canal, bill of Oct. 30, 1914.....	5.05
Board of Commissioners of Everglades Drainage District, reimbursement, running expenses launches "Eva," "Transit" and "Mist," October, 1914.....	17.97
	<hr/>
	\$ 406.53

Estimate No. 18, of Johnson & Co., for work done on Florida Coast Line Canal, during October, 1914, amounting to \$7,179.59, was presented, approved and Secretary instructed to withhold payment of same until the work on said canal is completed by said Johnson & Co. in accordance with contract.

Estimate No. 9, of Johnson & Co., for work done on West Palm Beach Canal, during October, 1914, amounting to \$4,165.425, was presented, approved and Secretary instructed to pay same out of funds on deposit with the Trustees for the construction of the said West Palm Beach Canal.

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

Furst-Clark Construction Company, Estimate No. 51, for excavation during October, 1914..\$	740.32
C. R. Horne, Estimate No. 2, for surveying during October, 1914, 40 miles at \$16.50 per mile, 75% of which is due and payable.....	480.00
L. D. Franklin, salary as Assistant Engineer, Nov. 13-30, 1914, at \$125.00 per month.....\$	54.17
Trip to General Office to write up field notes, etc.	31.55
	<hr/>
	85.72

G. D. Curtis, expenses of trip Talla. to Miami to make survey of Miami River, Oct. 19 to Nov. 8, 1914.....	147.48
U. T. Hungerford Brass and Copper Co., corner markers, 1021 at \$26.75 per 100, bill of Sept. 29, 1914.....	273.12
Gulf Refining Company, gasoline and oil, bills of Oct. 7 and 29, 1914.....	25.86
H. & W. B. Drew Company, 12 field books for engineer's record of soundings, bill of Oct. 30, 1914.....	12.50
Lake Worth Mercantile Company, miscellaneous hardware and launch accessories, bill of Oct. 31, 1914.....	55.15
P. W. Weybrecht, gasoline, oil, etc., supplied Engineer Glenn V. Scott, Oct. 5 and 19, 1914	19.07
West Palm Beach Transfer Company, hauling culverts from depot to lock site, bills of Oct. 22 and 23, 1914.....	297.13
Lake Worth Mercantile Company, 800 lin. ft. galv. pipe, cutting and threading same, account Hardin Survey, bill of Oct. 31, 1914..	92.85
Dade Lumber Company, lumber account Horne Survey, bill of Oct. 10, 1914.....\$	25.50
Lumber account Hardin Survey, bill of Oct. 27, 1914.....	51.08
Miscellaneous lumber, bills of Oct. 10, 24 and 30, 1914.....	16.22
	<hr/> 92.80
Oliver Bros. Company, 6 batteries for launch "Mist," bill of Oct. 20, 1914.....	1.80
New River Machine Shops and Marine Works, hauling out and repairing house boat, bill of Oct. 31, 1914.....	81.80

Glenn V. Scott, Assistant Engineer, salary, subsistence and miscella- neous account for October, 1914, approved for.....\$	320.20	
Amount paid by Warrant No. 11,404	207.30	
	<hr/>	
Balance due on account of error, Nov. 7, 1914		112.90
Cyril Baldwin, Tax Collector, De- Soto County, commission 1913 Dr. Taxes, $\frac{1}{2}$ of 1% on \$27,596.17	\$	137.98
Commission on Tax Sales, 1% on \$767.25		7.67
59 Tax Certificates issued at 15c.		8.85
	<hr/>	154.50
H. A. Blake, Tax Collector, Lee County, commission 1913 Dr. Tax, $\frac{1}{2}$ of 1% on \$35,021.24.....\$		175.00
Commission on Tax Sales, 1% on \$150.00		1.50
62 Tax Certificates at 15c.....		9.30
	<hr/>	185.80
		<hr/>
		\$ 2,913.80

The following bills were presented, approved and ordered paid:

Barnett National Bank, 90 days' interest on \$7,500.00 at 7% per annum.....\$	131.25
Board of Commissioners of Everglades Drain- age District, redemption of Certificates Nos. 1003 and 1004 for Drainage Taxes 1913, being Lots 1, Tiers 14 and 16, Tp. 50 S., R. 41 E.	4.54

Z. T. Merritt, Clerk Circuit Court, Dade County, for cancelling Certificates Nos. 1003 and 1004, bill of Nov. 17, 1914.....	1.00
	<hr/>
	\$ 136.79

Upon evidence produced by M. P. McLellan that a Tax Deed was issued to Edmund W. Prince, dated April 2, 1892, for the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 26, Tp. 19 S., R. 21, and that said Prince made a warranty deed for said lands to him on the 31st day of December, 1906, and, believing his title to be valid, he made valuable improvements on same and paid taxes on said land every year since he purchased it, it was ordered that said land be sold to M. P. McLellan for \$1.25 per acre.

WHEREAS, Rev. J. L. Kilgore paid \$25.00 to the Trustees of the Internal Improvement Fund to remove the tax cloud on the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, Tp. 35 S., R. 18 E., which was sold to him by said Trustees July 29, 1912, and is embraced in Deed No. 16,385; and

WHEREAS, He has since had the said tax cloud removed at his own expense and has requested that the said \$25.00 be returned to him;

IT WAS ORDERED, That the said \$25.00 be returned to him, and the Secretary was directed to send him a check for said amount.

The Trustees then adjourned.

Attest

J. STUART LEWIS,
Secretary.

PARK TRAMMELL,
Governor.

Tallahassee, Florida, November 28, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

Mr. T. J. Champion, of Chicago, Illinois, appeared before the Trustees with reference to agreement of contract entered into by him and the Trustees on the 16th day of March, 1914, for the purchase of the East Half of Section Twenty-nine, in Township Forty-three South, Range Thirty-five East.

After considering the matter of the water front upon the Lake to this property, the Trustees agreed with Mr. Champion that when executing deed to this land they would insert a clause in said deed reserving a right-of-way of eighty (80) feet for a boulevard and four (4) rights-of-way thirty (30) feet wide each providing for openings or roadways through the boulevard to the Lake, one of which rights-of-way shall be on the eastern side, one on the western side of the land and two intervening between the eastern and western sides, through the said tract of land, making four (4) approaches upon the sides and through this land to the Lake. This agreement being mutually satisfactory to the Trustees and to Mr. Champion.

It was also agreed between the Trustees and Mr. Champion that in the final payment for the purchase of this land, there should be deducted from the purchase price of One Hundred Dollars (\$100.00) per acre for the land, an amount equivalent to the acreage which would be taken from said land in providing for the eighty (80) feet of land necessary for the boulevard.

There appeared before the above named Trustees on this

day, R. J. Bolles, J. C. Cooper, Attorney for Mr. Bolles, and W. H. Ellis, Attorney for the Trustees. There was under consideration the matter of the indebtedness of R. J. Bolles to the Trustees, represented by his two notes for one hundred thousand dollars each, both of which are secured by a mortgage upon said lands particularly described in the mortgage. It appearing that Mr. Bolles had failed to pay the State and County Taxes due on said lands and the Drainage Taxes for the year 1913, and that the mortgaged lands had been sold for the Drainage Taxes of 1913 and the certificates issued to the Board of Commissioners of Everglades Drainage District and the time for the redemption of said certificates, under the provisions of the Act of 1913, Chapter 6456, will expire on the 1st day of December next, and the title to said lands become vested in said Board under the provisions of said Act. Therefore, in order to protect the security held by the Trustees for the payment of said notes, and in order to prevent litigation and save the expense of the foreclosure of the mortgage and delays incident thereto, it was

Resolved, To take from the said Bolles a conveyance of the lands described in said mortgage aggregating Two Hundred and Fifty Thousand and One Hundred and Eighty (250,180) acres, and assume the payment of the said Taxes, State, County and Drainage, and settle and cancel the indebtedness of the said Bolles, as represented by said notes and the mortgage securing said notes.

It was further resolved, By the Trustees, that if the said Bolles should pay to the Trustees on or before June 1, 1915, Two Hundred Thousand Dollars and all taxes due on said lands, that said lands would be conveyed to said Bolles by the Trustees, and that in the meantime the Trustees would convey to Bolles any of said lands in

not less than section tracts upon the payment by him in cash of three dollars per acre.

It was ordered that Mr. Cooper and Mr. Ellis prepare the documents to be executed by the Trustees and Mr. Bolles in conformity with the above action of the parties.

Later: The contract having been prepared and submitted to the Trustees and Mr. Bolles, it was duly executed and ordered recorded in the minutes:

This Agreement, made and entered into this the 28th day of November, A. D. 1914, by and between Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, Treasurer; T. F. West, Attorney General, and W. A. McRae, Commissioner of Agriculture of the State of Florida, constituting the Trustees of the Internal Improvement Fund of the State of Florida, of the one part, and Richard J. Bolles, unmarried, residing in the County of Duval, in the State of Florida, of the other part.

WHEREAS, Heretofore, to-wit, on the 23rd day of December, A. D. 1908, an agreement was entered into between the then Trustees of the Internal Improvement Fund of the State of Florida and the said Richard J. Bolles, whereby, in and for the consideration therein named, the said Trustees agreed to convey to the said Richard J. Bolles certain lands therein mentioned and described; and

WHEREAS, On the 24th day of December, A. D. 1908, the then Trustees executed and delivered to said Richard J. Bolles a conveyance of the lands referred to and described in said agreement and in the said conveyance; and

WHEREAS, On the 24th day of December, A. D. 1908, the said Richard J. Bolles executed and delivered to the then Trustees of the Internal Improvement Fund a mortgage upon the said lands to secure the payment of the unpaid part of the purchase price of said lands as set forth in said mortgage, which said mortgage bears date

and is acknowledged on the 23rd day of December, A. D. 1908; and

WHEREAS, On the 31st day of January, A. D. 1910, the then Trustees of the Internal Improvement Fund of the State of Florida and the said Richard J. Bolles and others entered into an agreement, in writing, wherein and whereby, in consideration of the matters and things therein stated, among which was the making of a contract or contracts by the said Trustees for the doing of certain drainage work described and the completion of the same in not more than three years, it was agreed among other things that the said Richard J. Bolles should pay all of the notes that he had given to the Trustees for the purchase of said lands within two years on the terms as provided in said agreement, and pay the drainage taxes assessed upon the lands owned by him and those conveyed to him by the Trustees; and

WHEREAS, On April 7th, A. D. 1910, the then Trustees and the said Richard J. Bolles and others entered into another agreement, in writing, supplemental to the said agreement of January 31st, 1910, wherein and whereby, in consideration of the matters and things therein stated, among which was the making of a contract or contracts by the said Trustees for the doing of certain drainage work described and the completion of the same in not more than three years, it was agreed among other things that the said Richard J. Bolles should pay all of the notes that he had given to the Trustees for the purchase of said lands, except that certain note for One Hundred Thousand Dollars due January 1st, 1916, within two years on the terms as provided in said agreement, and pay the drainage taxes assessed upon the lands owned by him and those conveyed to him by the Trustees; and

WHEREAS, On the 25th day of June, A. D. 1910, the then Trustees of the Internal Improvement Fund of the State of Florida entered into a contract with the Furst-

Clark Construction Company, a corporation existing under the laws of the State of New Jersey, for the construction of the said drainage work mentioned in the foregoing agreements of January 31st and April 7th, 1910, and provided in said contract that said work should be completed within three years from the date of the execution of said contract; and

WHEREAS, The said drainage work provided for in said contract to be performed was not completed within the time mentioned in said agreement, which failure to complete said work was due to circumstances and conditions beyond the control of the parties to this agreement; and

WHEREAS, The said Richard J. Bolles, by reason of said facts, has been unable to pay the taxes and to make all the said advance payments provided for in said agreements; and

WHEREAS, There still remains unpaid by the said Richard J. Bolles to the said Trustees of the Internal Improvement Fund of the State of Florida on said original purchase price for the said lands the sum of Two Hundred Thousand Dollars, represented by two certain promissory notes of the said Richard J. Bolles, one payable according to its terms January 1st, 1915, and the other payable according to its terms January 1st, 1916, each for the sum of One Hundred Thousand Dollars; and certain State, County and Drainage taxes on said lands now due; and

WHEREAS, The parties to this agreement desire to effect an adjustment and settlement of the said indebtedness of the said Richard J. Bolles to the said Trustees, therefore this agreement witnesseth:

1.

In consideration of the premises and the agreements and covenants to be performed by the said parties hereto, the said Richard J. Bolles hereby agrees to reconvey to

the said Trustees of the Internal Improvement Fund of the State of Florida the portions or remainder of the said lands originally conveyed by the Trustees of the Internal Improvement Fund to the said Richard J. Bolles, and included in the said mortgage from the said Richard J. Bolles to the said Trustees, and not heretofore released by the Trustees from the said mortgage, and more particularly described as follows, to-wit:

All of Sections Three (3), Five (5), Seven (7), Nine (9), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-seven (27), Twenty-nine (29), Thirty-one (31) and Thirty-three (33), in Township Forty-five (45), Range Forty-one (41).

All of Sections Three (3), Fifteen (15) and Twenty seven (27), in Township Forty-six (46), Range Forty-one (41).

All 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-four (44), Range Forty (40).

All 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-five (45), Range Forty (40).

All 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-three (43), Range Thirty-nine (39).

All 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-four (44), Range Thirty-nine (39).

All 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-five (45), Range Thirty-nine (39).

All Sections Six (6), Eight (8), Eighteen (18), Twen-

ty (20), Twenty-two (22), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-two (32), Thirty-four (34) and Thirty-six (36), in Township Forty-one (41), Range Thirty-eight (38).

All 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-two (42), Range Thirty-eight (38).

All of 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-three (43), Range Thirty-eight (38).

All of 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-four (44), Range Thirty-eight (38).

All of 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-five (45), Range Thirty-eight (38).

All of 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), Range Thirty-eight (38).

All of Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15) and Seventeen (17), in Township Forty-nine (49), Range Thirty-eight (38).

All of Sections Nine (9), Thirteen (13), Twenty-one (21), Twenty-five (25), Twenty-nine (29) and Thirty-three (33), in Township Forty-three (43), Range Thirty-seven (37).

All of Sections Thirteen (13) and Twenty-five (25), in Township Forty-five (45), Range Thirty-seven (37).

All of 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), Range Thirty-seven (37).

All of Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15) and Seventeen (17), in Township Forty-nine (49), Range Thirty-seven (37).

All of Sections Twenty-three (23) and Thirty-one (31), in Township Forty-six (46), Range Thirty-six (36).

All of Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), South Half, Northwest Quarter and West Half of Southwest Quarter of Northeast Quarter of Thirteen ($S\frac{1}{2}$, $NW\frac{1}{4}$ and $W\frac{1}{2}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of 13), all 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-seven (47), Range Thirty-six (36).

All Sections One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15) and Seventeen (17), in Township Forty-nine (49), Range Thirty-six (36).

All of the above lying and being in Palm Beach County, in the State of Florida, and containing One Hundred and Fifteen Thousand and Sixty Acres, more or less.

All Sections Two (2), Four (4), Six (6), Eight (8), Ten (10), Twelve (12), West Half of Twenty (20), all Twenty-two (22), West Half Twenty-three (23), West Half Twenty-six (26), all Thirty (30), West Half Thirty-two (32), all Thirty-four (34), in Township Fifty-three (53), Range Thirty-nine (39).

All Sections Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-one (31), and all except Southeast Quarter of Southeast Quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of

Thirty-three (33), in Township Fifty-three (53), Range Forty (40).

The North Half of Section Thirty-five ($N\frac{1}{2}$ of 35), in Township Fifty-one (51), Range Forty-one (41).

All of Sections Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35), in Township Forty-nine (49), Range Thirty-eight (38).

All of Sections Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-three (23), North Half of Twenty-five ($N\frac{1}{2}$ of 25), North Half of Twenty-seven ($N\frac{1}{2}$ of 27), North Half of Twenty-nine ($N\frac{1}{2}$ of 29), in Township Fifty (50), Range Thirty-eight (38).

All of Sections Thirteen (13), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-three (23), in Township Fifty-one (51), Range Thirty-eight (38).

South Half of Sections Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), all Sections Fourteen (14), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24), and North Half Sections Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29) and Thirty (30), in Township Fifty-three (53), Range Thirty-eight (38).

All Sections Four (4), Six (6), Eight (8), Ten (10), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-eight (28), Thirty (30), Thirty-two (32), Thirty-four (34), in Township Fifty-four (54), Range Thirty-eight (38).

All Sections Six (6), Eight (8), Fourteen (14), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-six (26), Twenty-eight (28), Thirty (30), Thirty-two (32) and Thirty-four (34), in Township Fifty-five (55), Range Thirty-eight (38).

All Sections Fifteen (15), Seventeen (17), Nineteen

(19), Twenty-one (21) and Twenty-three (23), in Township Fifty-two (52), Range Thirty-eight (38).

All Sections Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), South Half, Northwest Quarter and Southwest Quarter of Northeast Quarter of Twenty-three ($S\frac{1}{2}$, $NW\frac{1}{4}$ and $SW\frac{1}{4}$ of $NE\frac{1}{4}$ 23), in Township Fifty-three (53), Range Thirty-eight (38).

All Sections Five (5), Seven (7), Seventeen (17), Nineteen (19), Twenty-nine (29) and Thirty-one (31), in Township Fifty-four (54), Range Thirty-eight (38).

All Sections Five (5), Seven (7), Seventeen (17), Nineteen (19), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), and Thirty-three (33), in Township Fifty-four (54), Range Thirty-eight (38).

All Sections Five (5), Seven (7), Seventeen (17), Nineteen (19), Twenty-seven (27), Twenty-nine (29), Thirty-one (31) and Thirty-three (33), in Township Fifty-five (55), Range Thirty-eight (38).

All Sections Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35), in Township Forty-nine (49), Range Thirty-seven (37).

All 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 Fifty (50), Range Thirty-seven (37).

All 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 Fiftyone (51), Range Thirty-seven (37).

All 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 Fifty-two (52), Range Thirty-seven (37).

All 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 Fiftythree (53), Range Thirty-seven (37).

All Sections Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-five (25), Twenty-seven (27), Twenty-nine (29), Thirty-one (31), Thirty-three (33) and Thirty-five (35), in Township Forty-nine (49), Range Thirty-six (36).

All 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-seven (27), Northeast Quarter, East Half of Northwest Quarter of Twenty-nine ($NE\frac{1}{4}$, $E\frac{1}{2}$ of $NW\frac{1}{4}$ of 29), West Half of Thirty-one ($W\frac{1}{2}$ of 31) and West Half of Thirty-three ($W\frac{1}{2}$ of 33), in Township Fifty (50), Range Thirty-six (36).

Lots Two (2), Three (3) and Four (4) of Township Fifty-four (54), Range Forty (40).

All of the above lying and being in Dade County, in

the State of Florida, and containing One Hundred and Thirty-five Thousand One Hundred and Twenty acres, more or less.

2.

The said Trustees of the Internal Improvement Fund, in consideration of the premises, agreements and covenants to be performed by the parties hereto, and the said re-conveyance to them by the said Richard J. Bolles of the said lands hereinbefore described, agree to cancel and return to the said Richard J. Bolles the said two notes and said mortgage hereinbefore described and to assume the unpaid State, County and Drainage taxes upon the said lands.

3.

The said Trustees further agree that they will convey to the said Richard J. Bolles, or his assigns, at his or their request, and on payment by him or them at any time on or before June 1st, 1915, the said lands, as follows:

(a) In parcels of not less than a section of land on payment in cash to the said Trustees of the sum of Three Dollars per acre.

(b) On payment by the said Richard J. Bolles, or his assigns, on or before the 1st day of June, 1915, the sum of Two Hundred Thousand Dollars, and of the taxes above mentioned, also the drainage taxes for the year 1915, the said Trustees agree to convey all of the remainder of the said lands not theretofore conveyed to the said Richard J. Bolles under this agreement.

(c) All payments made by said Richard J. Bolles, or his assigns, to the said Trustees hereunder during said

period shall be credited on said amount of Two Hundred Thousand Dollars and said taxes to be paid by said Richard J. Bolles, hereunder.

4.

It is mutually agreed that whenever the amount paid by the said Richard J. Bolles, or his assigns, on or before June 1st, 1915, shall equal the said sum of Two Hundred Thousand Dollars, and all said taxes, State, County and Drainage, above mentioned, then the said Trustees will convey to said Richard J. Bolles all of said above described lands not theretofore conveyed to him or his assigns, as provided in this agreement.

5.

It is mutually agreed that time shall be and is of the essence of this agreement, and that this agreement shall be and is binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

In Witness Whereof, the said parties hereto, to-wit, the Trustees of the Internal Improvement Fund of the State of Florida and the said Richard J. Bolles, have set their hands and seals and the said Trustees have caused to be affixed the seal of the Department of Agriculture of the State of Florida to this and to another instrument of like tenor and date, this the 28th day of November, A. D. 1914.

(Signed)	PARK TRAMMELL,	(SEAL)
	Governor.	
	W. V. KNOTT,	(SEAL)
	Comptroller.	
	J. C. LUNING,	(SEAL)
	Treasurer.	
	T. F. WEST,	(SEAL)
	Attorney General.	

W. A. McRAE, (SEAL)

Commissioner of Agriculture.

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

RICHARD J. BOLLES. (SEAL)

Executed in the presence of

(Signed) W. H. ELLIS,
MARY HERRING.

STATE OF FLORIDA,

County of Leon.

I Hereby Certify that on this, the 28th day of November, A. D. 1914, in the State and County aforesaid, before me, a Notary Public in and for said County and State, duly commissioned to take acknowledgments of deeds, personally came Park Trammell, Governor; W. V. Knott, Comptroller; J. C. Luning, Treasurer; T. F. West, Attorney General, and W. A. McRae, Commissioner of Agriculture of the State of Florida, constituting the Trustees of the Internal Improvement Fund of the State of Florida, and Richard J. Bolles, all of whom are to me well known, and known to me to be the persons described in and who executed the foregoing agreement, and each of them acknowledged to me under oath that he executed the same for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notarial Seal the day and year last above written.

(Signed) MARY HERRING,

Notary Public State of Florida at Large.

My Commission expires July 6, 1916.

Mr. Bolles represented to the Trustees that he was not financially able to pay the Drainage Taxes upon certain lands of R. J. Bolles and certain companies in which he was interested, a list of which lands he was to submit to the Board and proposed to the Trustees that they arrange with the Board of Commissioners of Everglades Drainage District for the redemption of the Drainage Tax

Certificates which had been issued to the Board covering said lands, and that as security for the repayment of said sum so advanced he would execute and deliver a note for the sum of Thirteen Thousand Dollars (\$13,000.00) and a mortgage to the Trustees upon certain lands aggregating fourteen thousand and seven hundred and twenty (14,720) acres to secure said note. The amount necessary to redeem said Tax Certificates being approximately Thirteen Thousand Dollars (\$13,000.00).

After maturely considering said proposition, and it appearing to the Trustees that the redemption of said Certificates would be the means of encouraging the settlement and cultivation of said lands by the persons who had contracted for the same, and be an aid and encouragement to the said Company in the development of its said lands for such purposes, it was resolved by the Trustees to accept the said proposition and make said advances for said purpose. Mr. Cooper for Mr. Bolles and Mr. Ellis for the Trustees were requested to prepare the note and mortgage to secure said advance. Mr. Bolles having submitted a list of lands to be embraced in said mortgage, the said list was approved.

Later: The note and mortgage having been prepared and submitted to the Trustees the same were approved and ordered recorded in the minutes:

This INDENTURE, Made and entered into this 28th day of November, A. D. 1914, by and between Richard J. Bolles, unmarried, residing in the County of Duval, in the State of Florida, party of the first part, hereinafter called the Mortgagor, and the Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part, hereinafter called the Mortgagees, WITNESSETH:

THAT, WHEREAS, the party of the first part is justly indebted to the parties of the second part in the sum of Thirteen Thousand Dollars (\$13,000.00) evidenced by the promissory note of the party of the first part unto the parties of the second part, hereinafter mentioned, now

therefore, to secure the payment of the said note, principal and interest, and also for and in consideration of the sum of Ten Dollars (\$10.00) to him in hand paid by the parties of the second part at the time of the executing of these presents, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant, bargain, sell, convey, release, remise, quit claim and confirm unto the parties of the second part, and their successors in office forever, all those certain lands, tenements and hereditaments lying, being and situate in the County of Palm Beach, in the State of Florida, more particularly described as follows:

Sections Two (2), Four (4), Six (6), Eight (8), Ten (10), Twelve (12), Fourteen (14), Eighteen (18), Twenty (20), Twenty-two (22), Twenty-four (24) and Twenty-six (26), in Township Forty-six (46) South, Range Thirty-seven (37) East.

All Sections One (1), Five (5), Nine (9), Seventeen (17), Twenty-one (21), Twenty-four (24) and Twenty-nine (29) in Township Forty-five (45) South, Range Thirty-seven (37) East.

Also all Sections Nine (9), Seventeen (17), Twenty-one (21) and Twenty-nine (29) in Township Forty-four (44) South, Range Thirty-seven (37) East.

TO HAVE AND TO HOLD the above granted and described premises, together with all the appurtenances and hereditaments thereunto belonging, or in any wise appertaining, unto the said parties of the second part, and their successors in office forever.

And the said party of the first part, for himself, his heirs and legal representatives, covenants with the said parties of the second part, and their successors in office forever, that he, the said party of the first part, is seized of the lands in fee simple and has full power and lawful authority to grant and convey said lands in manner and form aforesaid; and the said party of the first part does hereby fully warrant the title to said land and each and

every parcel thereof, and will forever defend the same against the lawful claims of all persons whosoever.

Provided always that if the said Mortgagor, party of the first part, his heirs, executors or administrators, shall well and truly pay unto the said Mortgagees, their successors in office, or assigns, the said indebtedness, evidenced by the said promissory note executed by the party of the first part to the said parties of the second part bearing date this 28th day of November, A. D. 1914, for the said sum of principal, Thirteen Thousand Dollars (\$13,000.00), of which the following is a true copy, in words and figures, to-wit:

\$13,000.00. Tallahassee, Florida, November 28, 1914.

On or before ninety days after date I promise to pay to the Trustees of the Internal Improvement Fund of the State of Florida, or order, the sum of Thirteen Thousand Dollars at their office in the City of Tallahassee, Florida, together with interest at the rate of eight per cent per annum from date, for value received.

(Signed) R. J. BOLLES.

And shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and of this mortgage, then this mortgage shall become null and void, and the estate and lien hereby created shall cease and determine.

And the said Mortgagor, party of the first part, for himself, his heirs, administrators, executors and assigns, covenants to and with the said Mortgagees, parties of the second part, their successors in office and assigns, as follows, to-wit:

1.

To pay said promissory note and the principal and interest evidenced thereby as and when the same shall severally become due and payable, according to its true tenor and effect.

2.

To pay all taxes and assessments that are now or may be hereafter legally imposed or levied on said lands as and when the same shall become due and payable.

3.

To pay all costs and expenses incurred or paid by the Mortgagees, parties of the second part, or their successors or assigns, in collection of the sums secured by the lien of this mortgage, including reasonable attorney or solicitor's fees in the collection of said sums, whether by foreclosure or otherwise.

It is mutually covenated and agreed, however, that the Trustees of the Internal Improvement Fund, Mortgagees herein, shall release from the lien hereof by partial releases and satisfactions duly executed on any part or parcel of the said lands herein described, not less than one section in quantity in any one release, upon the payment by the party of the first part, or his heirs, representatives or assigns, of the sum of Three Dollars (\$3.00) for each acre of land so released. All amounts so paid by party of the first part, his heirs, representatives or assigns, to secure the release of lands from the lien of this mortgage shall be credited upon the said note.

In Witness Whereof, the said party of the first part, the Mortgagor, has hereunto set his hand and seal this the 28th day of November, A. D. 1914.

(Signed) R. J. BOLLES. (SEAL)

Signed, sealed and delivered in the presence of

(Signed) W. H. ELLIS,
MARY HERRING.

STATE OF FLORIDA,

County of Leon.

I Hereby Certify that on this the 28th day of November, A. D. 1914, in the State and County aforesaid, be-

fore the undersigned Notary Public in and for said County and State, did personally come Richard J. Bolles, to me well known, and known to me to be the person described in and who executed the foregoing mortgage, and duly acknowledged before me that he executed the same for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Signed) MARY HERRING,
Notary Public State of Florida at Large

My Commission expires July 6th, 1916.

The Trustees then adjourned.

Attest:

J. STUART LEWIS,
Secretary.

PARK TRAMMELL,
Governor.

Tallahassee, Florida, December 2, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
W. V. Knott, Comptroller,
J. C. Luning, Treasurer,
T. F. West, Attorney General,
W. A. McRae, Commissioner of Agriculture.

It being made to appear to the Trustees that through error, R. J. Bolles included in his mortgage to the Trustees of November 28, 1914, the following lands, to-wit: Section 14 in Township 46 South, Range 37 East, therefore it was decided to release and discharge the said lands from the lien of said mortgage.

The following is a record of the said release:

STATE OF FLORIDA,
County of Leon.

SATISFACTION OF MORTGAGE: WHEREAS, Heretofore, to-wit, on the 28th day of November, A. D. 1914, Richard J. Bolles, unmarried, residing in the County of Duval, in the State of Florida, executed and delivered to the Trustees of the Internal Improvement Fund of the State of Florida a certain deed of mortgage for the purpose of securing the payment of a certain indebtedness therein recited, and by said mortgage deed did grant, bargain, sell, convey, release, remise, quit claim and confirm unto the said Trustees of the Internal Improvement Fund, as security for the payment of said indebtedness aforesaid, certain lands, tenements and hereditaments lying, being and situate in the County of Palm Beach, in the State of Florida, among which said lands was included the following, to-wit: Section Fourteen (14), in Township Forty-six (46) South, Range Thirty-seven (37) East; and

WHEREAS, said described land, to-wit: Section Fourteen (14), in Township Forty-six (46) South, Range Thirty-seven (37) East, was, by error of the said Bolles and the said Trustees, included in said deed of mortgage; and

WHEREAS, The said Bolles and the said Trustees desire to release said section of land from the lien of said mortgage;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That in order to correct said error and to release the said section of land from the lien of said mortgage, and in consideration of the sum of One Dollar (\$1.00) to the Turstees of the Internal Improvement Fund of the State of Florida in hand paid by the said Richard J. Bolles, the receipt whereof is hereby acknowledged, the said section of land, to-wit: Section Fourteen (14), in Township Forty-six (46) South, Range Thirty-seven (37) East, lying and being in the County and State aforesaid, is hereby released and discharged

from the lien of said mortgage and the said mortgage is hereby released as to the said section of land. It is expressly stipulated that the lien and effect of said mortgage upon the remainder of the lands therein described shall not be waived, modified or affected by this release, but shall continue in full force and effect thereon.

In Witness Whereof, the said Trustees of the Internal Improvement Fund have hereunto set their hands and seals and caused the Seal of the Department of Agriculture of the State of Florida to be hereunto affixed at Tallahassee, Florida, the Capital, this the 2nd day of December, A. D. 1914.

(Signed) PARK TRAMMELL, (SEAL)

Governor.

W. V. KNOTT, (SEAL)

Comptroller.

J. C. LUNING, (SEAL)

Treasurer.

T. F. WEST, (SEAL)

Attorney General.

W. A. McRAE, (SEAL)

Commissioner of Agriculture.

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

Signed in the presence of

(Signed) J. STUART LEWIS, .

G. T. WHITFIELD.

The Trustees then adjourned. *

Attest:

PARK TRAMMELL,

J. STUART LEWIS,

Governor.

Secretary.

Tallahassee, Florida, December 8, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General,
 W. A. McRae, Commissioner of Agriculture.

The following bills were presented, approved and ordered paid:

C. B. Gynn, salary as Chief Clerk, Land Dept., November, 1914.....	\$ 175.00
W. H. Ellis, salary as Counsel, November, 1914.....	208.33
F. W. Harper, reimbursement for amount paid for Tax Certificate No. 1011, on Lot 29, Subdivisions 1 and 2, Tp. 50, R. 41.....	3.54
H. & W. B. Drew Company, 1 box Carter's Gosamer Carbon, bill of Nov. 11, 1914.....	3.59
Western Union Telegraph Co., bill for November, 1914.....	8.38
J. L. Kilgore, refund of amount paid to remove tax cloud on NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, Tp. 35 S., R. 18 E.	25.00
Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum.....	320.83
Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum.....	291.67
Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum.....	437.50
	<hr/>
	\$ 1,473.84

Estimate No. 10, of Johnson & Co., for work done on the West Palm Beach Canal during November, 1914, showing the excavation of 108,000 cubic yards material, which, at 7.65 cents per cubic yard amounts to \$8,262.00, less 10%, \$826.20, retained, leaves \$7,435.80, was pre-

sented, and the Secretary instructed to send check for \$6,000.00 to the Miami Bank and Trust Company, Receiver and Assignee of Johnson & Co., as per assignment made by Johnson & Co., October 28, 1914. The balance of \$1,435.80 to be paid on the 15th instant.

The following bills for work done on the Florida Coast Line Canal during November, 1914, were presented, approved and Secretary instructed to draw checks in payment of same upon funds deposited to the credit of the Trustees in the First National Bank of St. Augustine, Florida, by the Florida Coast Line Canal and Transportation Company for the carrying on of this work:

Glenn V. Scott, salary as Asst. Engr., 1 day at \$140.00 per month, November, 1914.....\$	4.67	
Subsistence furnished self and party, November, 1914.....	4.75	
		\$ 9.42
J. D. Weems, Inst. man, 1 day at \$100.00 per month, November, 1914.....		3.34
Tom Russ, Launchman, 1 day at \$75.00 per month, November, 1914.....		2.50
Elijah Brown, Cook, 1 day at \$40.00 per month, November, 1914.....		1.34
J. L. Hays, Inspector, 10 days at \$80.00 per month, November, 1914.....		26.67
J. A. Boyd, Chainman, 1 day, November, 1914..		2.00
Cecil Russ, Axeman, 1 day, November, 1914...		2.00
Miami Bank and Trust Company, account as- signment made by Ben Johnson, Contrac- tor, 9½ cents per cubic yard, of Estimate No. 18, covering earnings for October and No- vember, 1914, of the dredge Gatun.....		2,904.15
		\$ 2,951.42

Note: The balance of the earnings of the dredge Gatun is retained by the Trustees to be hereafter paid to the parties entitled thereto.

The Chief Drainage Engineer submitted the following report, which was ordered placed of record:

"Tallahassee, Florida, November 30, 1914.

Trustees Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

I beg to advise that the contract between the Trustees and Ben Johnson, dredging contractor, covering the improvements to the Florida Coast Line Canal, has been completed.

This is the work which was provided for under deposits made by the Florida Coast Line Canal and Transportation Company, to the order of the Trustees, of \$25,000.00 for digging a channel from the north end of Halifax River to the 5-foot contour thereof; and \$50,000.00 for restoring the canal between Ormond and Biscayne Bay.

It is my purpose to submit within the next few days a full report on the subject of the Florida Coast Line Canal, with special reference to the work just concluded by the Trustees, and with suggestions relative to future operation, maintenance and control.

Yours very truly,

(Signed) F. C. ELLIOT,

Chief Drainage Engineer and Special Engineer for the
Coast Line Canal."

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

F. C. Elliott, salary as Chief Drainage Engineer, November, 1914.....	\$ 250.00
G. D. Curtis, salary as Asst. Engr., November, 1914	150.00

J. E. Downing, salary as Clerk, November, 1914	80.00
H. M. Forman, salary as Lock Tender, Lock No. 1, N. N. R. Canal, November, 1914.....	75.00
Olaf Frietag, salary as assistant to Lock Tender, Lock No. 1, N. N. R. Canal, Nov. 4th to Dec. 1st, 1914, at \$45.00 per month.....	40.50
J. D. Laing, Lock Tender, Lock No. 1, Miami, Canal, November, 1914.....	45.00
Glenn V. Scott, salary as Asst. Engr., 29 days at \$140.00 per month, November, 1914.....\$	135.33
255 meals served self and party at 33 1-3c each.....\$85.00	
300 meals at 25c each.....	75.00
	<hr/> 160.00
Meals and lodgings at hotels....	34.00
Salaries advanced.....	16.75
Misc. expenses.....	12.46
Rent of motor cycle.....	20.00
	<hr/> 378.54
J. D. Weems, Inst. man, 29 days at \$100.00 per month, November, 1914.....	96.66
Tom Russ, Launchman, 29 days at \$75.00 per month, November, 1914.....	72.50
Lonnie Howard, Rodman, November, 1914....	75.00
J. A. Boyd, Chainman, 25 days at \$2.00 per day, November, 1914.....	50.00
Cecil Russ, Axeman, 25 days at \$2.00 per day, November, 1914.....	50.00
Elijah Brown, Cook, 22 days at \$40.00 per month, November, 1914.....	29.33
Sim Jackson, Inspector, W. P. B. Canal, November, 1914.....	75.00
J. L. Hays, Inspector, W. P. B. Canal, 20 days at \$80.00 per month, November, 1914..	53.33

Chas. H. Phillips, Inspector, Hillsboro Canal, 14 days at \$75.00 per month, November, 1914	35.00
Marshall Carr, Caretaker, Hillsboro Dam, November, 1914.....	15.00
L. D. Franklin, Asst. Engr., Salary Nov. 17-30, at \$125.00 per month.\$	70.83
Subsistence, 17 days at \$2.00 per day	34.00
	<hr/>
	104.83
Keuffel & Esser Company, 1 roll Maduro paper, 5 rolls Columbia B-P paper, bill of Nov. 20, 1914	4.80
Everglade Grocery Company, 95 ice sacks used in closing gap around wing wall Lock No. 1, N. N. R. Canal, bill of Aug. 31, 1914.....	19.00
Lake Worth Mercantile Company, rope, blocks, 3 rolls paper roof- ing, bill of Oct. 31, 1914.....\$	7.90
Misc. hdw. and accessories for floating equipment, bill of Nov. 30, 1914.....	44.99
	<hr/>
	52.89
Biscayne Lumber and Supply Company, mis- cellaneous lumber and drayage of same, bill of Nov. 30, 1914.....	103.84
I. N. Treadwell, Cashier, F. E. C. Ry. Co., freight charges due to make up undercharge on shipment of steel bars from Franklin, Pa.	5.49
Gulf Refining Company, P. W. Weybrecht, Agent, Ticket No. 5089, 54 gallons gasoline at 16½¢, bill of Nov. 7, 1914.....	8.91
Gulf Refining Company, C. D. Leffler, Agent, Ticket No. 6133, 16 gallons gasoline at 16½¢, bill of Nov. 3, 1914.....	2.64

Lake Worth Mercantile Company, 60 pieces galvanized pipe for Horne Survey, bill of Nov. 27, 1914	\$ 51.30	
Misc. hardware and supplies for canals and floating equipment, bill of Nov. 30, 1914.....	70.80	
	<hr/>	122.10
Dade Lumber Company, miscellaneous lumber for canals and floating equipment, bills of Nov. 9, 10, 19, 23, 26 and 28, 1914.....		114.93
Dade Lumber Company, miscella- neous lumber for house boat and launches, bills of Nov. 10 and 13, 1914	\$ 11.37	
Lumber for stakes, ripping, ac- count Horne Survey, bill of Nov. 11, 1914.....	18.25	
Lumber for stakes, ripping, Hardin Survey, bill of Nov. 14, 1914.....	46.90	
	<hr/>	76.52
Williams & Kwilecki, Castors for B-P frame, bill of Nov. 5, 1914.....		3.90
Alex McDougall, P. M., postage, November, 1914		1.82
Western Union Telegraph Co., bill for Novem- ber, 1914.....		10.67
J. Stuart Lewis, salary as Secretary, Novem- ber, 1914.....		150.00
Mary Herring, salary as Stenographer, No- vember, 1914.....		100.00
The Enquirer, to ad. sale of bonds, bill of Nov. 30, 1914.....		15.51
Manufacturers Record, to ad. sale of bonds, bill of Nov. 30, 1914.....		12.60
The Guenther Publishing Co., to ad. sale of bonds, bill of Nov. 30, 1914.....		27.00

Boston News Bureau, to ad. sale of bonds, bill of Nov. 30, 1914.....	36.00
Public Ledger, to ad. sale of bonds, bill of Nov. 14, 1914.....	18.00
The Chicago Banker, to ad. sale of bonds, bill of Dec. 5, 1914.....	18.00
West Palm Beach Transfer Co., hauling and team hire, bill of Nov. 30, 1914.....	44.00
	<hr/>
	\$ 2,574.31

The following bills were presented, approved and ordered paid:

Florida National Bank, revenue stamps attached to renewal notes aggregating \$27,500.00	\$ 5.50
Atlantic National Bank, revenue stamps attached to renewal notes aggregating \$37,500.00	7.50
First National Bank, 90 days' interest on \$10,000.00 at 7% per annum, \$175.00; revenue stamps attached to renewal note, \$2.00.....	177.00
	<hr/>
	\$ 190.00

Financial Statement and Disbursements for November, 1914, were presented, approved and ordered placed of record:

FINANCIAL STATEMENT, NOVEMBER, 1914.

To balance on hand Nov. 1, 1914...\$	87,528.91
To Board Commissioners Everglades Drainage District.....	17.97
To Thos. E. Will, interest on account	71.00

To Florida Everglades Land Company, for Survey.....	1,000.00
To Tolls, November, 1914.....	462.38
To Land Sales, November, 1914....	539.08
	<hr/>
	\$ 89,619.34
By disbursements.....	5,325.58
	<hr/>
To balance on hand Dec. 1, 1914.....	\$ 84,293.76

RECONCILEMENT.

To cash on hand.....	\$ 1,000.00
To cash in banks.....	83,293.76
	<hr/>
	\$ 84,293.76

Amounts deposited in following banks:

Bank of Palm Beach, West Palm Beach	\$ 13,026.96
Pioneer Bank, West Palm Beach...	13,057.20
First National Bank, Tallahassee..	21,253.91
Florida National, Jacksonville....	34,128.58
Atlantic National, Jacksonville....	1,477.29
Barnett National, Jacksonville....	349.82
	<hr/>
	\$ 83,293.76

DISBURSEMENTS, NOVEMBER, 1914.

Date.	Voucher No.	Amount.
1914.		
Nov. 5	3440—W. H. Ellis, salary as Counsel, October, 1914.....	\$ 208.33
Nov. 5	3441—C. B. Gywnn, salary as Chief Clerk, Land Dept., October, 1914	175.00
Nov. 5	3442—Alex McDougall, P. M., postage, October, 1914.....	5.04

Nov. 7	3443—Western Union Telegraph Co., bill for October, 1914.....	4.92
Nov. 7	3444—Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum.....	233.34
Nov. 7	3445—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Nov. 7	3446—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Nov. 7	3447—Hudson & Boggs, Stenographic fees in Matheson vs. Trustees, bill of Sept. 12, 1914....	46.73
Nov. 14	3448—Johnson & Co., Estimate No. 9, for work on West Palm Beach Canal, October, 1914..	4,165.425
Nov. 14	3449—Barnett National Bank, 90 days' interest on \$7,500.00 at 7% per annum.....	131.25
Nov. 27	3450—Board of Commissioners of Everglades Drainage District, Redemption of Certificates Nos. 1003 and 1004 for Drainage Taxes 1913, being Lots 1, Tiers 14 and 16, Tp. 50 S., R. 41 E.	4.54
Nov. 27	3451—Z. T. Merritt, Clerk Circuit Court, Dade County, for cancelling Certificates Nos. 1003 and 1004, bill of Nov. 17, 1914	1.00

The Trustees then adjourned.

Attest:

J. STUART LEWIS,
Secretary.

PARK TRAMMELL,
Governor.

Tallahassee, Florida, December 16, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
T. F. West, Attorney General.

The following bills were presented, approved and ordered paid:

Miami Bank and Trust Company (for Johnson & Co.), balance due on Estimate No. 10, for work done on West Palm Beach Canal during November, 1914.....	\$ 1,435.80
Frederick K. Seymour, Legal services rendered in Cutting case, bill of Dec. 1, 1914.....	150.00
	<hr/>
	\$ 1,585.80

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

Furst-Clark Construction Company, Estimate No. 52, excavation on Hillsboro Canal during November, 1914.....	\$ 2,296.80
Dade County Bank (for Otis A. Hardin), Estimate No. 1, Tp. and Sec. lines of Tp. 44 S., Rs. 35 and 36 E., also meander line of Lake Okeechobee, surveyed and marked, 61.94 miles at \$18.00 per mile, less 25% retainage, November, 1914.....	836.19
C. R. Horne, Estimate No. 3, Tp. line between Tps. 44 and 45 S., R. 37 E., and Sec. lines in Tp. 44, Rs. 37 and 38, 48 miles, at \$16.50 per mile, November, 1914.....	\$ 792.00

progress of the work in the Drainage District, especially as to the West Palm Beach Canal.

W. H. Ellis, Counsel for the Trustees, submitted a report upon the present status of the litigation pending against the Trustees of the Internal Improvement Fund and Board of Commissioners of Everglades Drainage District, which report was ordered spread upon the minutes, and is as follows:

Tallahassee, Florida, December 23, 1914.

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

Gentlemen:—

I hand you herewith a report upon the litigation now pending against the Trustees of the Internal Improvement Fund and Board of Commissioners of Everglades Drainage District.

1.

Apalachicola Northern Railroad Company, a Florida Corporation,

vs.

Park M. Trammell et al, Trustees of the Internal Improvement Fund, and State Board of Education.

This suit is pending in the Circuit Court of the Second Judicial Circuit of Florida for Leon County. In Chancery.

The Bill was filed January, 1913. The Complainant seeks to compel the Trustees to convey to it Four Hundred Thousand Acres of land and prays that if the Trustees have insufficient lands to convey to complainant the amount of four hundred thousand acres, that the State Board of Education be required to convey to complainant, from the lands conveyed to the State Board

of Education by the Trustees since May, 1907, lands to make up the deficiency.

The claim is based upon the act of the Florida Legislature of 1903, Chapter 5277, entitled, "An Act to Grant Lands to the Apalachicola Northern Railroad Company to aid the said Railroad Company in the construction and equipment of its Railroad."

It is claimed that the road was completed from River Junction to Apalachicola, a distance of eighty miles, without four years from the passage of the above act. The act carried a grant of five thousand acres per mile for each mile of road constructed under the charter of the company. The lands to be of those granted to Florida under the act of Congress of September 28, 1850.

In behalf of the Trustees I interposed a demurrer to the bill on the fifth day of April, 1913, upon the grounds:

1st. That the Bill was without equity.

2nd. That the grant was subject to the trusts imposed on the lands by the laws of Florida.

3rd. That it did not appear that there were no liens existing against the Fund, nor that the trusts imposed by the laws of Florida upon the Fund had been performed and discharged.

4th. That it did not appear that the road was completed within four years from the passage of the act.

The demurrer has never been called up for argument by the complainant.

2.

The Palgrove Company,

vs.

Board of Drainage Commissioners et al.

This suit is pending in the U. S. District Court for the Southern District of Florida. In Chancery.

The complainant seeks by its Bill to restrain the Board of Drainage Commissioners and the Tax Assessor and

Tax Collector of Monroe County from collecting the Drainage taxes assessed upon the lands of the Company within the Drainage District as defined by the Acts of 1905 and 1907. The Bill rests upon the grounds that the lands of the Company are tide water lands, not susceptible of drainage, and are of such character and so situated as not to be within the scheme of drainage operations contemplated by the Board under said acts. After answer by the defendants, and one or two amendments to the bill of complaint, testimony was taken by the complainant. The suit has been pending since August, 1911. The evidence taken by the complainant, which includes the testimony of the Chief Drainage Engineer and several persons who have been in the territory in which the lands are supposed to be located, shows that there has been no survey of the lands, that they are subject to overflow by the tide waters of the Gulf, and that as far east as the eastern boundary of the lands the water was salt and that the entire area is more or less covered by navigable salt water.

The Legislature of 1913, in creating a new Drainage District, excluded the lands described in the bill, evidently upon the theory that such lands were impossible of drainage and not within the State scheme of reclamation of the Everglades. In view of these facts the Board consented to the entry of a decree restraining the collection of the tax upon the payment to the Board by the complainant of One Thousand Dollars, which sum it is estimated will cover all expenses the Board has been subjected to in defending the suit. The consent decree has been prepared and I have communicated with the attorneys for the complainant in New York, advising them of the action of the Board and requesting the remittance of the thousand dollars.

W. J. Matheson,

vs.

Park Trammell et al,

Trustees of the Internal Improvement

Fund of the State of Florida.

This is a common law suit pending in Duval County, Florida, before Hon. E. J. L'Engle, Referee.

In February, 1912, the Miami Engineering and Construction Company, who was operating a dredge on lands north of North New River Canal, brought its dredge into the North New River Canal. As a result of this act the large canal was damaged by the flowing into it of sand and soil through the opening in the bank made by the dredge of the Company. This damage was estimated to be Nine Thousand and Seventy-five Dollars. Later the Construction Company did some canal construction work for the Trustees in Snake and Cypress Creeks, and the Trustees owed the Company on account of such work a balance of about Nine Thousand Dollars. This balance, the Trustees, on advice of counsel, refused to pay until the Construction Company agreed to make some adjustment of the claim the Trustees held against it for the damage mentioned. In the meantime the Construction Company assigned its account against the Trustees to the plaintiff, W. J. Matheson, who, through his attorney, Hon. A. A. Boggs, of Miami, after a conference with the Trustees, entered suit against the Trustees on the amount.

At the conference it was agreed and stipulated between Mr. Boggs and Mr. Matheson and counsel for the Trustees, that suit should be brought in Duval county, and that the Trustees should be permitted to plead as set off to the account, the damages claimed by them to have accrued to

the North New River Canal by reason of the entry into it by the Construction Company's dredge.

It was agreed that Hon. E. J. L'Engle, of Jacksonville, should be retained as Referee, and the cause proceed to trial as speedily as convenient to the parties and the Referee.

Much evidence was taken in the cause and it was finally submitted, after argument of counsel, in August, 1914.

The Referee found that the Trustees owed the Construction Company Nine Thousand and Seventy-five Dollars on account, and found for the defendants on the five pleas of set off and assessed the damage of Eight Thousand Dollars, leaving a balance due the plaintiff of One Thousand and Seventy-five Dollars.

Mr. L. H. Boggs for the plaintiff submitted motions to review and reform the findings and for a new trial. These motions were argued by Mr. L. H. Boggs for the plaintiff and me for the Trustees, December 10th, 1914.

4.

S. I. Wailes,

vs.

Trustees Internal Improvement Fund of the State of Florida.

This suit is pending in the U. S. District Court for the Northern District of Florida. In Chancery.

The bill rests upon alleged contracts of employment by the Trustees of Mr. Wailes in 1878, as shown by a resolution of the Trustees recorded in Vol. 11, pages 256—257, of the printed minutes, also a resolution recorded in Vol. 11, pages 277—278 of the printed minutes. The bill alleges that by these resolutions Mr. Wailes was employed to procure an adjustment of the claims of Florida to lands granted by Congress under the act of September 28, 1850, the Trustees agreeing to pay to Mr. Wailes twenty per

cent. of all moneys paid over to the State on account of Swamp lands purchased from the United States prior to March 3, 1857, under certain Acts of Congress, also 20 per cent. of all warrants or certificates issued to the State under said Acts on amount of lands located by warrants or scrip prior to March, 1857, also for all patents received by the State for lands selected prior to 1861, the Trustees would convey to him eight per cent. of said lands for services in procuring the patents, and for procuring approval and confirmation of the lands selected by the State since 1861 the Trustees were to pay him such reasonable compensation as should be thereafter agreed upon, also for procuring the approval and confirmation of swamp lands selected for the State since the War of Secession two cents for every acre which should be patented to the State, to be paid in land at the current price for such lands at the date of payment.

The bill alleges that the receipt, given by the complainant to the Trustees on June 8, 1903, which was in full settlement of all claim for services, contracts, claims and demands against the Trustees, is invalid and of no force and effect except as to the sum of money actually paid, to-wit, Five Thousand and One Dollars and Forty Cents (\$5,001.40); that the amount still due to him under said agreement is Sixty-four Thousand and Seven Hundred and Four Dollars and Thirty-eight Cents (\$64,704.38) approximately, or Ninety-five Thousand, Four Hundred and Eighty-four (95,484) acres of lands, Seven Thousand, Four Hundred and Fifty-eight Dollars and Seventy-eight Cents, and interest on Fifty-seven Thousand, Two Hundred and Forty-five Dollars and Sixty Cents (\$57,245.60) from April 29th, 1903.

This bill prays that the receipt of June 8th, 1903, be cancelled and declared null and void, that the Trustees account to the complainant for all lands sold by them which are embraced in the patent to the Everglades, and of all moneys received by the Trustees which were col-

lected by the complainant as agent of the Trustees. That the Trustees be required to convey sufficient lands to the complainant to pay two cents an acre on all lands patented to the State in 1903, and for interest from April 29th, 1903, and for an injunction restraining the Trustees from disposing of any lands patented to the State in 1903.

I moved to dismiss the bill upon the several grounds enumerated in the motion in April, 1913.

The motion was argued before Hon. W. B. Sheppard, at Pensacola, on July 14, 1913, by me for the Trustees and Hon. W. W. Flournoy for Mr. Wailes. The Court's view was that the motion was well taken, but upon application of Mr. Flournoy he was allowed to file such amendment to the bill as he desired.

No amendment has been filed by Mr. Flournoy to the bill, and I have filed a renewal of the motion to dismiss the bill.

5.

Manilla Investment Company et al.

vs.

Trustees Internal Improvement
Fund of the State of Florida.

This suit is pending in the United States District Court for the Southern District of Florida. In Chancery.

The action was begun in March, 1912, but after the filing of demurrers by the defendant the plaintiff obtained orders allowing them to file a supplemental bill, and afterwards an amended and supplemental bill.

The suit is based upon the claim of the St. Cloud and Sugar Belt Railway Company to a land grant made by the Legislature of 1889, and an alleged agreement between the Atlantic and Gulf Coast Canal and Okeechobee Land Company, the St. Cloud and Sugar Belt Railway Company and the Trustees of the Internal Improve-

ment Fund as shown by a resolution of the Trustees of April 24, 1891, reported in Vol. VII, page 479. The claim is for three thousand eight hundred and forty acres of land per mile for fifteen and four-tenths miles of road constructed.

The Manilla Investment Company is a Nevada corporation and claims by virtue of a conveyance of one-half interest in the lands from Hamilton Disston, to whom the entire claim was conveyed by the Railroad Company, and the Tacony Trust Company, the other plaintiff suing as trustee under the last will and testament of Hamilton Disston. In this suit the Trustees of the Internal Improvement Fund, R. J. Bolles, John L. Andrus, William O'Brien, Florida Everglades Land Company, P. A. Vans Agnew, J. M. Barrs and N. P. Bryan and wife are defendants. It is claimed in the bill that certain lands conveyed by the Trustees to these defendants or to their grantors were embraced in the reservation made by the Trustees for the Railroad Company, as per the resolution of April 24th, 1891. The bill asks that the Trustees and the other defendants be decreed to hold the lands as trustees for the complainants and for a conveyance.

In behalf of the Trustees and R. J. Bolles I moved to dismiss the bill on the ground that the court had no jurisdiction of the cause. Hon. E. J. L'Engle, of Jacksonville, representing many of the defendants in the case, also made motion to dismiss in behalf of persons represented by him. The cause came on to be heard upon the motions of the defense on July 1st, 1914, and the Judge, Hon. R. M. Call, made an order adjudging and decreeing that the motions to dismiss should be, and were thereby granted. Thereupon the complainants gave notice of an appeal to the Supreme Court of the United States.

The cause is now pending in the Supreme Court of the United States. The appellees will in a few days make a motion in that court to dismiss the appeal and affirm the decree.

Tampa and Jacksonville Railway Company,
vs.
Trustees Internal Improvement
Fund of the State of Florida.

This case was first brought in the United States District Court for the Southern District of Florida.

The suit rests upon the claim of the Tampa and Jacksonville Railway Company, a Florida corporation, to a land grant made by the Florida Legislature to the Gainesville, Rocky Point and Micanopy Railway Company, whose name was afterwards changed to the Gainesville and Gulf Railway Company, which latter Company and the Tampa and Jacksonville Railway Company were consolidated in 1905.

It is claimed that the grant was for ten thousand acres per mile and that the Railroad Company had completed the construction of twenty-five miles of road, and was therefore entitled to two hundred and fifty thousand acres of swamp and overflowed lands.

In behalf of the Trustees I interposed a demurrer to this bill, which was sustained by the Judge in October, 1912, and the bill dismissed without prejudice however to the complainant bringing suit in the State court, so in January, 1913, plaintiff brought suit by bill in chancery in the Circuit Court of the Tenth Judicial Circuit of the State of Florida for DeSoto County.

To this bill I interposed a demurrer in behalf of the Trustees in February, 1913, also a plea insisting upon the right of the defendants to have the suit brought, if at all, in Leon County, Florida. This demurrer and plea were argued before Judge Whitney in the spring of this year. I filed with Judge Whitney a brief in April, 1914, in support of the plea and demurrer. The cause is now pending before him on the plea and demurrer of the defendants.

I have office copies in my files of the pleadings and orders, together with the correspondence between the attorneys, relating to all of the above causes, which I will be glad to furnish to the Trustees at any time they may require them.

Respectfully submitted,

(Signed) W. H. ELLIS,

Counsel.

The advertisement for sale of 4,480 acres of land in Lee county and 5,760 acres in Palm Beach county was discussed, and the Secretary was instructed to advertise the same in accordance with law in a paper published in Lee county and in a paper published in Palm Beach county, respectively.

It was thought advisable, after due discussion, to authorize Mr. W. J. Tweedell and Mr. F. J. Powers to prevent trespass on lands of the State in the custody of the Trustees situated in Township 58 South of Range 37 East, and the following letter of authority was prepared and forwarded to each of the above named parties:

"Tallahassee, Florida, December 23, 1914.

Mr. W. J. Tweedell,

Mr. F. J. Powers.

Dear Sir:—

You are hereby authorized and directed to prevent trespass upon the lands belonging to the State of Florida in the control of the Trustees of the Internal Improvement Fund, situated in Township 58 South of Range 37 East, especially any depredations upon Royal Palm Hammock.

Any deprecations should be promptly reported to the State's Attorney for the Eleventh Circuit.

Trustees of the Internal Improvement Fund,

By (Signed) Park Trammell,

Attest:

Governor and Chairman.

(Signed) J. Stuart Lewis, Secretary.

The Trustees then adjourned.

Attest:

PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary."

Tallahassee, Florida, December 24, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,

W. V. Knott, Comptroller,

J. C. Luning, Treasurer,

T. F. West, Attorney General,

W. A. McRae, Commissioner of Agriculture.

WHEREAS, There is located in Dade County, Florida, a tract of land in Section Fifteen and the North Half of Section Twenty-two of Township Fifty-eight South, Range Thirty-seven East, embracing about five hundred acres and known as "Royal Palm Hammock"; that said hammock consists of tropical forest trees of rare growth and beauty, many of which trees are Royal Palms which have attained a great height and marked degree of development; that said hammock makes a natural park of rare palms, tropical forest trees and shrubbery and should be

preserved and cared for to the end that the same may be enjoyed and used as a public park by the people of the State of Florida; and

WHEREAS, The Florida Federation of Woman's Clubs has made application to the Trustees of the Internal Improvement Fund of the State of Florida to set aside said hammock as a State park to be improved, beautified and maintained by the said Federation of Women's Clubs for the use of the public; therefore

BE IT RESOLVED, By the Trustees of the Internal Improvement Fund of the State of Florida, that insofar as they have authority so to do, that the said described land, known as Royal Palm Hammock, be and the same is hereby set apart for the perpetual use and enjoyment of the people of the State of Florida as a State park, on condition that the same shall be improved, beautified and maintained by the Florida Federation of Women's Clubs, the said Federation of Women's Clubs to have the care and custody of the grounds, trees, plants and shrubbery thereof, and shall keep the same open for the use, enjoyment and benefit of the people of the State of Florida.

RESOLVED FURTHER, That the said Trustees reserve the right at all times to determine whether the above conditions are being performed by the said Federation of Women's Clubs, and in the event of a failure to revoke, annul and make void this resolution and to assume full control, management and disposition of the aforesaid land and State park.

The Trustees then adjourned.

Attest:

PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, December 30, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date.

Present:

Park Trammell, Governor,
J. C. Luning, Treasurer,
W. A. McRae, Commissioner of Agriculture.

The Chief Drainage Engineer made the following report as to a survey of the Miami River:

"Tallahassee, Florida, December 1, 1914.
Trustees Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:—

I transmit herewith plat and cross-sections showing the results of the survey of the Miami River, made a few days ago, for the purpose of ascertaining the amount of silt which is necessary to remove in order to clear the river of silt to rock bottom; providing a channel 200 feet wide below Avenue D bridge, and a channel 100 feet wide above Avenue D bridge.

An examination of the plat shows the following:

SECTION	Mouth of river to Avenue D bridge, distance 1700 feet for a 200-foot channel; average depth of silt 4.2 ft. Cubic yards 52,700. Practically sweeps river clear.
A to B	Avenue D bridge to R. R. bridge, distance 900 feet for a 100-foot channel; average depth of silt 2.9 feet. Cubic yards, 9714. By excavating to full width of river a total of 17,000 cubic yards may be obtained from this section.
B to C	R. R. bridge to Fifteenth street, distance 1800 feet for 100-foot channel; average depth of

- C to D Silt 1.1 feet. Cubic yards, 7,161. By excavating to full depth of river a total of 11,000 cubic yards may be obtained from this section. Fifteenth street to Twelfth street bridge, distance 1050 feet for a 100-foot channel; average
- D to E depth of silt 2.2 feet. Cubic yards, 8,515. By excavating to full width of river 10,500 cubic yards may be obtained from this section. Twelfth street bridge to Eighth street, distance 1450 feet, for a 100-foot channel; average depth
- E to F silt 1.7 foot. Cubic yards, 9,100. By excavating to full width of river 16,000 cubic yards may be obtained from this section.

Above Eighth street the channel of the river is practically free from silt, a sounding rod ringing on clear rock over the greater portion.

A recapitulation of the above indicates the following:

Section.	Length.	Width of Channel	Depth of Silt, ft.	Cu. Yds.	Total Cu. Yds., Bank to Bank.
A to B	1,700	200	4.2	52,700	55,000
B to C	900	100	2.9	9,714	17,000
C to D	1,800	100	1.1	7,161	11,000
D to E	10,50	100	2.2	8,515	10,500
E to F	1,450	100	1.7	9,100	16,000
Total	5,900			87,190	109,500

Respectfully submitted,

(Signed) F. C. ELLIOT,
Chief Drainage Engineer."

The Chief Drainage Engineer was instructed to take the matter up with Tatum Bros., of Miami, in accordance with a proposition submitted by them in October and furnish them with a copy of above report.

The resignation of Hon. W. H. Ellis as Counsel for the Trustees of the Internal Improvement Fund and Board of Commissioners of Everglades Drainage District of the State of Florida was read and ordered spread upon the minutes:

"Tallahassee, Florida, December 15, 1914.

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

Gentlemen:—

The duties of the office to which I have been elected and upon which I will enter in January next, will preclude me from representing you as counsel. I, therefore, tender my resignation as General Counsel of your Honorable Body, to take effect on the 31st day of December.

My association with you in the great work in which you have been and are now engaged will ever be to me a most pleasant memory and although I am deeply sensible of the great honor which the people have conferred upon me by electing me to be Justice of the Supreme Court of this State, I regret very much that it necessitates the severance of my professional relations with you.

I wish to thank each of you and the Honorable Secretary of your Body for the invaluable assistance, the hearty and enthusiastic co-operation which you have always given to me in the many difficult and truly important matters which I have had in charge for you. I feel that if it had not been for your intense interest in and fervent devotion to the State's welfare much of the litigation, which has been brought to a satisfactory termination, would have in all probability resulted differently.

Most respectfully, your obedient servant,

(Signed) W. H. ELLIS."

Upon motion, the resignation of Hon. W. H. Ellis, as

Counsel, owing to his election as Justice of the Supreme Court, the duties of which position he will assume within a few days, was accepted.

In accepting the resignation of Mr. Ellis as Counsel, the Trustees of the Internal Improvement Fund of the State of Florida desire to express their appreciation of the valuable services rendered them by him. During the time Mr. Ellis served the Trustees as Counsel much important litigation and many matters of a legal nature were concluded, and his ability in handling these matters resulted in terminating much of this litigation, and in every instance in a satisfactory manner and with advantage to the interests represented.

In severing the official relationship so pleasantly existing between Mr. Ellis and the Trustees for the past several years, the Trustees do so with a feeling of mingled regret and satisfaction. Regret that we will no longer have his valuable services at our command, and, on the other hand a feeling of satisfaction that he is shortly to assume the highly honorable position of Justice of the Supreme Court of our State, in which position the people of the State will receive the benefit to a much greater extent of the eminent legal ability which Mr. Ellis possess.

The resignation of Mr. Ellis as Counsel for the Trustees having been accepted, Mr. Luning made a motion that the Attorney General, Hon. T. F. West, take charge of all litigation in behalf of or against the said Trustees and Board of Commissioners of Everglades Drainage District. Mr. Luning stated that Mr. West had expressed his willingness to take charge of the legal affairs of the said Boards, and the motion was unanimously adopted.

Upon motion, it was ordered that the Secretary have the State Printer print five hundred copies of the Minutes of the Trustees of the Internal Improvement Fund

for the years 1913 and 1914, fifty of said volumes to be bound.

Financial Statement and Disbursements for December, 1914, were read, approved and ordered spread upon the minutes.

Financial Statement, December, 1914.

To balance on hand Dec. 1, 1914..	\$ 84,293.76	
To sale 9 vols. bound Minutes...	18.00	
To Thos. E. Will, interest on account	71.00	
To Hillsboro Canal Land Co., for survey	1,500.00	
To Florida Everglades Land Co., for survey	1,500.00	
To Tolls, December, 1914	892.61	
To Otis Syndicate, land sale....	40,000.00	
To Land Sales, December, 1914..	3,340.61	\$131,615.98
	<hr/>	
By Disbursements, December, 1914		9,249.64
		<hr/>
To balance on hand, December 31, 1914		\$122,366.34

RECONCILEMENT.

To Cash on hand	\$ 1,000.00	
To Cash in banks	121,366.34	\$122,366.34
	<hr/>	

Deposited in the following banks:

Bank of Palm Beach, West Palm Beach	\$ 13,026.96
Pioneer Bank, West Palm Beach	13,057.20

First National Bank, Tallahassee	25,536.54	
Florida National, Jacksonville..	28,128.58	
Atlantic National, Jacksonville.	2,703.04	
Barnett National, Jacksonville..	38,914.02	\$121,366.34

Disbursements, December, 1914.

Date.	Voucher No.		Amount.
1914:			
Dec. 5,	3452—	C. B. Gwynn, Salary as Chief Clerk, Land Department, November, 1914	\$ 175.00
Dec. 5,	3453—	W. H. Ellis, Salary as Counsel, November, 1914	208.33
Dec. 5,	3454—	F. W. Harper, Reimbursement for amount paid for Tax Certificate No. 1011, on Lot 29, Subdivisions 1 and 2, Tp. 50, R. 41.....	3.54
Dec. 5,	3455—	H. & W. B. Drew Co., 1 box Carter's Gossamer Carbon, bill of Nov. 11, 1914	3.59
Dec. 5,	3456—	Western Union Tel. Co., bill for November, 1914	8.38
Dec. 5,	3457—	J. L. Kilgore, Refund of amount paid to remove tax cloud on NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, Tp. 35 S, R. 18 E....	25.00
Dec. 5,	3458—	Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum	320.83
Dec. 5,	3459—	Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum	291.67

Date. Voucher No. 1914.	Amount.
Dec. 5, 3460—Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum	437.50
Dec. 8, 3461—Miami Bank & Trust Co., Account Estimate No. 10, of Johnson & Co., for work done on West Palm Beach Canal, during November, 1914.....	6,000.00
Dec. 11, 3462—Florida National Bank, Revenue Stamps attached to renewal notes aggregating \$27-500.00	5.50
Dec. 11, 3463—Atlantic National Bank, Revenue Stamps attached to renewal notes aggregating \$37,500.00	7.50
Dec. 11, 3464—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum, \$175.00; Revenue Stamps attached to renewal note, \$2.00	177.00
Dec. 16, 3465—Miami Bank and Trust Co., Balance due on Estimate No. 10, for work done on West Palm Beach Canal, during November, 1914	1,435.80
Dec. 16, 3466—Frederick K. Seymour, Legal services rendered in Cutting case, bill of Dec. 1, 1914.....	150.00

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

Tallahassee, Florida, December 31, 1914.

The Trustees of the Internal Improvement Fund met in the office of the Executive on this date:

Present:

Park Trammell, Governor,
 W. V. Knott, Comptroller,
 J. C. Luning, Treasurer,
 T. F. West, Attorney General.

Minutes of November 7, 13, 28, December 2, 8, 16, 23, 24, and 30, 1914, read and approved.

The Trustees then adjourned.

Attest: PARK TRAMMELL, Governor.

J. STUART LEWIS, Secretary.

FINANCIAL STATEMENT OF THE TRUSTEES OF
 THE INTERNAL IMPROVEMENT FUND OF THE
 STATE OF FLORIDA FOR 1913 AND 1914.

1913.

Aggregated balance on hand January 1, 1913.	\$ 23,950.83
Received from Land Sales for 1913	65,581.97
Received from Interest	1,378.83
Received from contributions to aid in Canal construction	53,136.67
Received from sale of Cypress Timber.....	5,200.00

Received from Board of Drainage Commissioners reimbursement on amounts expended in drainage operations	72,414.82
Received from Notes issued	210,000.00
Received from Drainage Fund (lands sold Bolles)	2,800.00
Received from miscellaneous receipts.....	2,772.81
<hr/>	
Total Receipts for 1913	\$437,235.93
Disbursements 1913, as per itemized statement	376,612.13
<hr/>	
To Balance on hand December 31, 1913.....	\$ 60,623.80

1914.

Aggregated balance on hand January 1, 1914..	\$ 60,623.80
Received from Land Sales 1914	119,167.60
Received from Interest	2,639.88
Received from Land Companies for survey...	7,500.00
Received from Board of Drainage Commissioners reimbursement on amounts expended in* drainage operations	132,214.96
Received from Drainage Fund (tolls, etc.)...	7,848.55
Received from Chambers account drainage tax	2,151.70
Received from Notes issued	7,500.00
Received from miscellaneous receipts	1,066.73
<hr/>	
Total Receipts for 1914	\$340,713.22
Disbursements for 1914 as per itemized statement	218,346.88
<hr/>	
To Balance on hand December 31, 1914.....	\$122,366.34

Internal Improvement Fund—Disbursements, 1912.

Date.	Voucher No.	Amount.
1913.		
Jan. 1	2865—W. H. Ellis, salary as Counsel, December, 1912.....	\$ 208.34
Jan. 1	2866—C. B. Gwynn, salary as Chief Clerk, Land Dept., Decem- ber, 1912.....	150.00
Jan. 1	2867—Mary Herring, salary as Ste- nographer, December, 1912..	100.00
Jan. 1	2868—J. Stuart Lewis, salary as Secretary, December, 1912..	150.00
Jan. 3	2869—Western Union Telegraph Company, bill for December, 1912	5.33
Jan. 16	2870—Furst - Clark Construction Company, account Estimate No. 30, for work of excava- tion in the Everglades, De- cember, 1912.....	4,000.00
Jan. 16	2871—Furst - Clark Construction Company, account Estimate No. 30, for work of excava- tion in the Everglades, De- cember, 1912.....	4,000.00
Jan. 16	2872—Furst - Clark Construction Company, account Estimate No. 30, for work of excava- tion in the Everglades, De- cember, 1912.....	4,000.00
Jan. 16	2873—Furst - Clark Construction Company, account Estimate No. 30, for work of excava- tion in the Everglades, De- cember, 1912.....	12,486.88

Date.	Voucher No.		Amount.
1913.			
Jan. 16	2874—	N. Barco, 5 days' work as State Land Agent, at \$100.00 per month and expenses, December, 26 - 30, 1912\$	38.80
		Less amount overpaid Nov. 29, 1912, Warrant No. 2853	5.00
			<hr/> 31.80
Jan. 20	2875—	(Transfer of funds.)	
Jan. 20	2876—	(Transfer of funds.)	
Jan. 20	2877—	(Transfer of funds.)	
Jan. 20	2878—	(Transfer of funds.)	
Feb. 1	2879—	W. H. Ellis, salary as counsel, January, 1913.....*	208.33
Feb. 1	2880—	C. B. Gwynn, salary as Chief Clerk, Land Dept., January, 1913	150.00
Feb. 1	2881—	Mary Herring, salary as Stenographer, January, 1913.....	100.00
Feb. 1	2882—	J. Stuart Lewis, salary as Secretary, January, 1913...	150.00
Feb. 1	2883—	The H. & W. B. Drew Company, supplies for office of Secretary, bill of Jan. 25, 1913	8.55
Feb. 1	2884—	Capital City Bank for T. J. Appleyard, printing stationery for office of Secretary, bill of Feb. 1, 1913.....	7.00

Date. Voucher No. 1913.	Amount.
Feb. 1 2885—The True Democrat, printing 1000 land lists for office of Secretary, bill of Jan. 20, 1913	23.20
Feb. 1 2886—Western Union Telegraph Co., bill for January, 1913.....	5.11
Feb. 1 2887—M. L. Heiss, for payment of freight on reinforcing steel bars, from Franklin, Pa., to Miami, Fla., bill of Feb. 1, 1913	106.73
Feb. 10 2888—V. J. Randolph, expenses in- curred in inspecting land in Washington County, bill of Feb. 1, 1913.....	44.29
Feb. 10 2889—C. B. Gywnn, expenses in- curred in inspecting land in Washington County, bill of Feb. 1, 1913.....	25.30
Feb. 10 2890—J. C. Luning, expenses of trip to Jacksonville on business of the Trustees, Feb. 4-5, 1913	12.75
Feb. 11 2891—N. Barco, salary and expenses for January and February, 1913, inspecting State lands.	280.60
Feb. 14 2892—M. M. Redwine, to cancella- tion of Entry No. 16,400, by order of the Trustees of Feb. 6, 1913.....	80.00
Feb. 19 2893—Geo. H. Crafts & Co., Estimate No. 9, Lock Construction, January, 1913.....	988.13

Date.	Voucher No.		Amount.
1913.			
Feb. 19	2894—	G. M. Dykes, supplies furnished account work on gates, Miami Lock, bill of Feb. 1, 1913	400.20
Feb. 19	2895—	Park Trammell, expenses to trip to Jacksonville, to see banks relative to raising funds, bill of Feb. 4, 1913....	13.45
Feb. 19	2896—	Tampa Abstract Co., information relative to SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 28, T. 28 S., R. 17 E., bill of Feb. 11, 1913.....	2.00
Feb. 19	2897—	Frank T. Budge Co., supplies furnished Engineer Frederick, bill of Jan. 31, 1913.....	7.35
Feb. 19	2898—	M. L. Heiss, bill for board, January, 1913.....	30.00
Feb. 19	2899—	Florida Rock Company, hauling material for Miami Lock No. 1, bill of Feb. 5, 1913....	14.00
Feb. 19	2900—	T. B. McGahey, piling furnished Lock No. 1, Miami Canal, bill of Feb. 3, 1913....	260.00
Feb. 19	2901—	Furst - Clark Construction Company, board furnished State men on dredges during July, August, September, October, November and December, 1912, bills of Nov. 30, 1912, and Jan. 28, 1913....	156.00
Feb. 19,	2902—	Furst-Clark Construction Co., Estimate No. 31, for work of excavation during January, 1913, less \$12,083.33, 9th payment on dredges	13,180.75

Date.	Voucher No.	Amount.
1913.		
Feb. 19,	2903—The True Democrat, Ad. sale of Everglades lands, bill of Feb. 1, 1913	32.00
Feb. 21,	2904—Miami Engineering and Construction Company, account Estimate No. 7, for work of excavation, January, 1913..	12,935.38
Feb. 25,	2905—Miami Engineering and Construction Company, account Estimate No. 7, for work of excavation, January, 1913..	5,000.00
Feb. 25,	2906—Florida Times-Union, Ad. sale of Everglades land, bill of Feb. 15, 1913	36.00
Feb. 25,	2907—W. C. Lockey, Clerk Circuit Court Washington County, for information relative to certain survey, bill of Feb. 19, 1913	47.43
Feb. 27,	2908—Capital City Bank for T. J. Appleyard, to printing 500 copies Bi-ennial Report, including printing and inserting of map, bill of Feb. 20, 1913	753.00
Mar. 3,	2909—W. H. Ellis, Salary as Counsel, February, 1913	208.33
Mar. 3,	2910—C. B. Gwynn, salary as Chief Clerk, Land Dept., Feb., 1913	150.00
Mar. 3,	2911—Mary Herring, Salary as Stenographer, Feb., 1913...	100.00
Mar. 3,	2912—J. Stuart Lewis, Salary as Secretary, February, 1913..	150.00

Date. Voucher No. 1913.		Amount.
Mar. 4,	2913—Alex McDougall, P. M., Stamps for use of office of Secretary, bill of February 13, 1913	8.00
Mar. 4,	2914—Capital City Bank for T. J. Appleyard, 2,000 legal sheets bill of March 1, 1913.....	4.00
Mar. 4,	2915—Palms Printing Company, Ad. notice of sale of lands in the Drainage District, bill of Feb. 24, 1913	19.35
Mar. 4,	2916—Western Union Tel. Co., ser- vices for February, 1913....	5.72
Mar. 4,	2917—Thos. E. Frederick, Salary as Asst. Engr., February, 1913.	125.00
Mar. 4,	2918—D. A. Smith, Salary as In- spector, February, 1913	60.00
Mar. 4,	2919—A. W. Frederick, Salary as Inspector, February, 1913..	60.00
Mar. 4,	2920—Thos. Hamilton, Helper, at \$2.00 per day, 5 days, Febru- ary, 1913	10.00
Mar. 4,	2921—F. C. Elliott, Salary as Act- ing Chief Drainage Engineer, February, 1913	250.00
Mar. 4,	2922—G. D. Curtiss, Salary as Office Engineer, February, 1913	125.00
Mar. 4,	2923—V. J. Randolph, Salary as Engineer, February, 1913...	100.00
Mar. 4,	2924—J. E. Downing, Salary as Clerk, February, 1913	65.00

Date.	Voucher No.	Amount.
1913.		
Mar. 4,	2925—H. M. Forman, Salary as Lock Tender, February, 1913	45.00
Mar. 4,	2926—M. L. Heiss, Salary as Lock Tender, February, 1913	90.00
Mar. 4,	2927—J. H. Jacobie, Salary as Dredge Inspector, February, 1913	60.00
Mar. 15,	2928—Miami Engineering and Con- struction Company, account Estimate No. 8, for work of excavation done during Feb., 1913	20,000.00
Mar. 15,	2929—Furst-Clark Construction Co., account Estimate No. 32, for work of excavation done dur- ing Feb., 1913	15,000.00
Mar. 15,	2930—Furst-Clark Construction Co., account Estimate No. 32, for work of excavation done dur- ing Feb., 1913	8,039.96
Mar. 15,	2931—Miami Engineering and Con- struction Company, account Estimate No. 8, for work of excavation done during Feb., 1913	325.46
Mar. 15,	2932—Geo. H. Crafts & Company, for Estimate No. 10, for work done on Lock No. 1, Miami Canal, during Feb., 1913. . .	1,031.12
Mar. 28,	2933—The True Democrat, to ad- sale of Sec. 27, T. 44 S. R. 36 E., bill of Feb. 24, 1913. . . .	10.50

Date.	Voucher No.		Amount.
1913.			
Mar. 28,	2934—	Palms Printing Company, To ad. sale of lands in Sec. 27, T. 44 S, R. 36 E, bill of Mar. 19, 1913	10.10
Mar. 28	2935—	N. Barco, Salary and Ex- penses making re-examina- tion of Sec. 36, T. 30, R. 15, Feb. 25, Mar. 3, 1913.....	56.87
Mar. 28,	2936—	Henry T. Felkel, Clerk Cir- cuit Court, Leon County, cer- tified copy of Bill for Speci- fic Performance, case Apala- chicola Northern R. Co. vs. Trustees I. I. Fund, bill of March 8, 1913	3.10
Apr. 1,	2937—	W. H. Ellis, Salary as Coun- sel, March, 1913	208.34
Apr. 1,	2938—	C. B. Gwynn, Salary as Chief Clerk, Land Dept., March, 1913	150.00
Apr. 1,	2939—	Mary Herring, Salary as Stenographer, March, 1913..	100.00
Apr. 1,	2940—	J. Stuart Lewis, Salary as Secretary, March, 1913.....	150.00
Apr. 7,	2941—	Capital City Bank for T. J. Appleyard, Binding 75 Vols. Minutes of 1911—12 in Law Sheep	75.00
Apr. 7,	2942—	W. H. Ellis Expense account as Counsel, Oct. and Dec., 1912, and Jan. to Mar. 21, 1913	52.61

Date.	Voucher No.	Amount.
1913.		
Apr. 7	2943—J. F. Hill, Ink Well for office of Secretary, bill of April 1, 1913	1.50
Apr. 7	2944—Western Union Telegraph Co., bill of April 1, 1913.....	4.64
Apr. 11	2945—J. C. Hithcox, 3 days' services investigating lands on Lake Dexter, bill of April 7, 1913.	11.75
Apr. 11	2946—Frank S. White & Sons, for having mortgage from National Construction Company to Trustees recorded in the Probate Court of Jefferson County, Alabama, bill of April 4, 1913	2.50
Apr. 11	2947—Miami Printing Company, Ad. notice of bids for dredging Halifax River, bill of April 1, 1913	5.00
Apr. 12	2948—R. B. McLendon, Tax Collector, Dade County, Drainage Taxes, 1912	33,678.95
Apr. 12	2949—Cyril Baldwin, Tax Collector, DeSoto County, Drainage Taxes, 1912	1,463.60
Apr. 12	2950—H. A. Blake, Tax Collector, Lee County, Drainage Taxes, 1912	1,772.00
Apr. 12	2951—T. A. Sweeting, Tax Collector, Monroe County, Drainage Taxes, 1912	13,067.50
Apr. 12	2952—F. M. Tyler, Tax Collector, St. Lucie County, Drainage Taxes, 1912	32.05

Date.	Voucher No.		Amount.
1913.			
Apr. 12	2953	T. J. Campbell, Tax Collector, Palm Beach County, Drain- age Taxes, 1912	18,929.67
Apr. 16	2954	Barnett National Bank, for 60 days' interest on \$15,- 000.00 note issued Feb. 18, 1913	175.00
Apr. 16	2955	Atlantic National Bank, for 60 days' interest on \$15,- 000.00 note issued Feb. 18, 1913	175.00
Apr. 16	2956	First National Bank of Talla- hassee, for 60 days' interest on \$10,000.00 note issued Feb. 18, 1913	116.67
Apr. 16	2957	H. R. Kaufman, to cleaning Typewriter, bill of April 7, 1913	5.00
Apr. 16	2958	The H. & W. B. Drew Com- pany, To 1 Record Bk. of Minutes, No. 9, bill of April 8, 1913	16.00
Apr. 16	2959	Underwood Typewriter Com- pany, 1 box Carbon, bill of Mar. 24, 1913	3.00
Apr. 16	2960	Miami Engineering and Con- struction Company, for Esti- mate No. 9, for work of exca- vation in Cypress and Snake Creek Canals, March, 1913..	15,780.87
Apr. 16	2961	Furst-Clark Construction Co., For Estimate No. 33, for work of excavation done in	

Date.	Voucher No.	Amount.
1913.	Everglades during March, 1913, \$24,119.56; Less 11th payment due on Dredges, \$12,-083.33	12,036.23
Apr. 16	2962—(Transfer of funds).	
Apr. 22	2963—E. P. Rentz, refund of land purchased (see Minutes Trustees, April 21, 1913)	40.08
May 1	2964—W. H. Ellis, salary as Counsel, April, 1913	208.33
May 1	2965—C. B. Gwynn, salary as Chief Clerk, Land Dept., April, 1913	150.00
May 1	2966—Mary Herring, salary as Stenographer, April, 1913	100.00
May 1	2967—J. Stuart Lewis, salary as Secretary, April, 1913	150.00
May 1	2968—T. R. Hodges, copy of evidence in re Palgrove Co. vs. Trustees, U. S. Court, bill of March 27, 1913	11.50
May 1	2969—T. F. West, expenses of trip to Pensacola in re Wailes vs. Gilchrist, Governor, et al, as Trustees, bill of April 28, 1913	21.90
May 14	2970—Atlantic National Bank, for 60 days' interest on \$5,000.00 note issued March 17, 1913..	58.33
May 14	2971—Barnett National Bank, for 60 days' interest on \$15,000.00 note issued March 17, 1913..	175.00

Date.	Voucher No.		Amount.
1913.			
May 14	2972	First National Bank of Tallahassee, for 60 days' interest on \$10,000.00 note issued March 17, 1913.....	116.67
May 14	2973	Isham Randolph, Chairman Everglades Engineering Commission, amount paid account Board of Drainage Commissioners in accordance with their agreement of April 30, 1913, with said Isham Randolph.....	7,500.00
May 16	2974	Furst - Clark Construction Company, account Estimate No. 34, for work of excavation in Everglades, April, 1913	8,263.08
May 16	2975	Furst - Clark Construction Company, account Estimate No. 34, for work of excavation in Everglades, April, 1913	16,000.00
May 30	2976	R. B. McLendon, Tax Collector Dade County, Drainage Taxes for 1912.....	32.00
June 2	2977	W. H. Ellis, salary as Counsel, May, 1913.....	208.33
June 2	2978	C. B. Gwynn, Chief Clerk, Land Dept., May, 1913.....	150.00
June 2	2979	Mary Herring, salary as Stenographer, May, 1913.....	100.00
June 2	2980	J. Stuart Lewis, salary as Secretary, May, 1913.....	150.00

Date.	Voucher No.	Amount.
1913.		
June 13	2981—F. C. Elliot, salary as Acting Chief Drainage Engineer, May, 1913.....	250.00
June 16	2982—The Volusia County Record, publishing notice of Cypress Timber for sale in Secs. 6 and 7, Tp. 16 S., R. 29 E., bill of May 30, 1913.....	2.25
June 16	2983—J. W. Corbett, filing racks, boxes, indexes, etc., account office of Secretary, bill of March 1, 1913.....	16.80
June 16	2984—Remington Typewriter Company, 1 coupon book for 1 doz. Ribbons, bill of May 23, 1913	7.00
June 16	2985—Western Union Telegraph Company, bill for May, 1913	8.64
June 16	2986—N. J. Tilghman, Services in securing information relative to land in Township 16, Range 29, as per understanding with the Trustees May 19, 1913	750.00
June 16	2987—(Transfer of funds).	
June 16	2988—(Transfer of funds).	
June 16	2989—Furst-Clark Construction Co., For Estimate No. 35, work of excavation in Everglades during May, 1913, \$22,842.88, less 12th payment due on purchase price of dredges, \$12,083.32	10,759.56

Date.	Voucher No.		Amount.
1913.			
June 16	2990	—J. C. Luning, Expenses trip to Jacksonville on business for the Trustees, June 10-12, 1913	15.10
June 18	2991	—Barnett National Bank, Interest on \$15,000.00 note for 60 days' at 7%	175.00
June 18	2992	—Atlantic National Bank, Interest on \$15,000.00 note for 60 days' at 7%	175.00
June 18	2993	—First National Bank, Tallahassee, Interest on \$10,000.00 note for 60 days at 7%.....	116.70
June 21	2994	—Isham Randolph, Chairman Everglades Engineering Commission, for sundry expenditures on account of the work of the Everglades Engineering Commission during May, 1913, as per Voucher No. 1..	1,713.35
July 2	2995	—W. H. Ellis, Salary as Counsel, June, 1913	208.34
July 2	2996	—C. B. Gwynn, Salary as Chief Clerk, Land Dept., June, 1913	150.00
July 2	2997	—Mary Herring, Salary as Stenographer, June, 1913 ..	100.00
July 2	2998	—J. Stuart Lewis, Salary as Secretary, June, 1913	150.00
July 2	2999	—H. & W. B. Drew Company, Supplies for office of Secretary, bills of June 25 and 28, 1913	12.75

Date.	Voucher No.	Amount.
1913.		
July 2	3000—Western Union Tel. Co., bill for June, 1913	4.68
July 12	3001—Isham Randolph, Chairman, Everglades Engineering Commission, Vouchers Nos. 3 and 4, for \$1,600.00 account professional services and payments to associate members, and \$1,403.90, for pay-rolls, May, 1913, respectively	3,003.90
July 16	3002—Atlantic National Bank, 60 days' interest on \$5,000.00 at 7%	58.33
July 16	3003—Barnett National Bank, 60 days' interest on \$15,000.00 at 7%	175.00
July 16	3004—First National Bank of Tallahassee, 60 days' interest on \$10,000.00 at 7%.....	116.67
July 16	3005—Board of Commissioners of Everglades Drainage District, account loan secured by note for \$20,000.00 executed July 16, 1913.....	10,000.00
July 16	3006—Board of Commissioners of Everglades Drainage District, account loan secured by note for \$20,000.00 executed July 16, 1913.....	10,000.00
July 16	3007—J. C. Luning, expenses of trip to Jacksonville on business for Trustees, July 10-11, 1913	13.65

Date.	Voucher No.	Amount.
1913.		
July 16	3008—Park Trammell, expenses of trip to Jacksonville on business for Trustees, June 10-12, 1913	\$ 15.10
	and July 10-11, 1913	13.65
		28.75
Aug. 1	3009—W. H. Ellis, salary as Counsel, July, 1913.....	208.33
Aug. 1	3010—C. B. Gwynn, salary as Chief Clerk, Land Dept., July, 1913	150.00
Aug. 1	3011—Mary Herring, salary as Stenographer, July, 1913.....	100.00
Aug. 1	3012—J. Stuart Lewis, salary as Secretary, July, 1913.....	150.00
Aug. 4	3013—Alex McDougall, P. M., Stamped Envelopes for Land Dept., bill of July 31, 1913..\$ 128.20	
	Stamps for office of Secretary, bill of July 31, 1913..	5.00
		133.20
Aug. 4	3014—Capital City Bank for T. J. Appleyard, second sheets and envelopes for office of Secretary, bill of Aug. 1, 1913....	4.35
Aug. 4	3015—T. F. West, to costs paid in case Wailes vs. Gilchrist et al., bill of July 18, 1913.....	.25

Date.	Voucher No.	Amount.
1913.		
Aug. 4	3016—Isham Randolph, Chairman Everglades Engineering Commission, account Vouchers Nos. 5, 6, 7, 8 and 9, amounting to \$9,062.00.....	5,000.00
Aug. 4	3017—Isham Randolph, Chairman Everglades Engineering Commission, account Vouchers Nos. 5, 6, 7, 8 and 9, amounting to \$9,062.00.....	4,052.00
Aug. 4	3018—T. J. Campbell, Tax Collector, Palm Beach County, 1912 taxes on lands of the Trustees embraced in the Drainage District.....	1,664.00
Aug. 11	3019—F. C. Elliot, salary as Acting Chief Drainage Engineer, July, 1913.....	250.00
Aug. 11	3020—G. D. Curtis, salary as Asst. Engr., July, 1913.....	125.00
Aug. 11	3021—J. E. Downing, salary as Clerk, July, 1913.....	80.00
Aug. 11	3022—Glenn V. Scott, subsistence furnished party, July, 1913..	111.75
Aug. 11	3023—Glenn V. Scott, salary as Asst. Engr., 25 days at \$125.00 per month, July, 1913	100.81
Aug. 11	3024—J. D. Weems, Transitman, July, 1913.....	90.00
Aug. 11	3025—J. A. Boyd, Chainman, 25 days at \$2.00 per day, July, 1913..	50.00

Date.	Voucher No.	Amount.
1913.		
Aug. 11	3026—W. B. Bradford, Chainman, 20 days at \$2.00 per day, July, 1913.....	40.00
Aug. 11	3027—C. B. Palmer, Chainman, 20 days at \$2.00 per day, July, 1913	40.00
Aug. 11	3028—Red Line Transfer, team and wagon, 9 days at \$6.00 per day, July, 1913.....	54.00
Aug. 11	3029—Elijah Brown, Cook, 23.25 days at \$40.00 per month, July, 1913.....	30.00
Aug. 11	3030—M. L. Heiss, Lock Inspector, July, 1913.....	90.00
Aug. 14	3031—Western Union Tel. Co., bill for July, 1913.....	4.03
Aug. 15	3032—Atlantic National Bank, 60 days' interest on \$15,000.00 at 7%.....	175.00
Aug. 15	3033—Barnett National Bank, 60 days' interest on \$15,000.00 at 7%.....	175.00
Aug. 15	3034—Furst - Clark Construction Company, account Estimate No. 37, for work of excava- tion, July, 1913.....	12,519.76
Aug. 15	3035—Furst - Clark Construction Company, account Estimate No. 37, for work of excava- tion, July, 1913.....	5,000.00

Date.	Voucher No.	Amount.
1913.		
Aug. 15	3036—Miami Engineering and Construction Company, Estimate No. 13, for excavation on Cypress Creek Canal, July, 1913	6,393.33
Aug. 15	3037—Geo. H. Crafts & Co., for work done on Lock No. 1, Miami Canal, July, 1913.....	148.75
Aug. 15	3038—A. B. Sanders, for work done in cleaning silt from mouth of Miami River, July, 1913..	3,128.50
Aug. 19	3039—Hudson & Boggs, balance due for legal services rendered in various cases since 1909, as per bill of March 4, 1913....	567.21
Aug. 19	3040—Eagle Stamp Works, 2 stamps and 1 seal for office of Secretary, account Board of Commissioners of Everglades Drainage District, bills of August 12 and 13, 1913....	4.45
Aug. 27	3041—S. M. Owens, to 3 days' work inspecting lands in SE $\frac{1}{4}$ of Sec. 3, Tp. 20 S., R. 28 E., and expenses, bill of August 26, 1913.....	32.00
Aug. 30	3042—L. D. Franklin, Transitman, August, 1913	125.00
Aug. 30	3043—Guy Lillard, Head Chainman, August, 1913	70.00
Aug. 30	3044—H. C. Phillips, Rear Chainman, 22 days at \$50.00 per month, August, 1913	42.30

Date.	Voucher No.	Amount.
1913.		
Aug. 30	3045—John Zill, Boatman, 21 days at \$50.00 per month, August, 1913	40.38
Aug. 30	3046—H. C. Walker, Boatman, 21 days at \$50.00 per month, August, 1913	40.38
Aug. 30	3047—M. T. Smith, Boatman, 21 days at \$50.00 per month, August, 1913	40.38
Aug. 30	3048—C. King, Boatman, 18 days at \$50.00 per month, August, 1913	34.61
Aug. 30	3049—R. A. Anderson, Boatman, 18 days at \$50.00 per month, August, 1913	34.61
Aug. 30	3050—A. A. Lee, Axeman, 22 days at \$50.00 per month, August, 1913	42.30
Aug. 30	3051—Vasco Powers, Axeman, 22 days at \$50.00 per month, August, 1913	42.30
Aug. 30	3052—O. E. Gibson, Boatman, 22 days at \$50.00 per month, August, 1913	42.30
Aug. 30	3053—W. C. King, Cook, 22 days at \$40.00 per month, August, 1913	33.84
Sept. 3	3054—W. H. Ellis, Salary as Coun- sel, August, 1913	208.33
Sept. 3	3055—C. B. Gwynn, Salary as Chief Clerk, Land Dept., August, 1913	175.00

Date.	Voucher No.	Amount.
1913.		
Sept. 3	3056—Mary Herring, Salary as Stenographer, August, 1913.	100.00
Sept. 6	3057—F. C. Elliot, Expenses incurred in examination of land, bill of Sept. 1, 1913.....	4.50
Sept. 6	3058—Capital City Bank for T. J. Appleyard, 2000 second sheets and 1000 letterheads, bill of Sept. 1, 1913	4.00
Sept. 6	3059—Western Union Telegraph Co., Bill for August, 1913..	6.44
Sept. 6	3060—F. C. Elliot, Expenses of trip of inspection, August 15-21, 1913	51.17
Sept. 6	3061—F. C. Elliott, Salary as Acting Chief Drainage Engineer, August, 1913	250.00
Sept. 6	3062—G. D. Curtis, Asst. Engr., August, 1913.....	125.00
Sept. 6	3063—J. E. Downing, Clerk, August, 1913	80.00
Sept. 6	3064—H. M. Forman, Lock Tender, August, 1913	45.00
Sept. 6	3065—M. L. Heiss, Lock Inspector, August, 1913	90.00
Sept. 6	3066—M. L. Heiss, Expenses incurred in connection with lock construction, July, 1913....	13.60
Sept. 6 ^s	3067—Glenn V. Scott, miscellaneous expenses incurred as per statement of August 1, 1913	21.50

Date.	Voucher No.		Amount.
1913.			
Sept. 6	3068	Thos. E. Frederick, to hire of motor cycle, \$11.75; board and lodging, \$12.00, for part of August, 1913	23.75
Sept. 6	3069	Thos. E. Frederick, Salary as Asst. Engr., August, 1913	\$ 125.00
		Less Contingent Fund advanced January 10, 1913.....	83.24
			41.76
Sept. 6	3070	D. A. Smith, Inspector, 13 days at \$60.00 per month, August, 1913	30.00
Sept. 6	3071	A. W. Frederick, Inspector, August, 1913	60.00
Sept. 6	3072	R. C. Hicks, to meals served party	\$ 232.00
		Subsistence other than above furnished self and party..	27.05
		Stationery, August, 1913	2.80
			\$ 261.85
		Less Contingent Fund advanced February 18, 1911	150.00
			111.85
Sept. 6	3073	Lake Worth Mercantile Company, Supplies furnished Engr. Hicks, bill of July 31, 1913	\$ 15.89

Date.	Voucher No.		Amount.
1913.		Supplies furnished	
		Engr. Scott, bill of	
		August 1, 1913	62.30
			78.19
Sept. 6	3074	Gulf Refining Company, Gasoline furnished Engr. Hicks, bill of July 31, 1913.	81.93
Sept. 6	3075	Isham Randolph, Chairman, Everglades Engineering Com mission, Voucher No. 10, for sundry expenditures, July, 1913	2,809.02
Sept. 6	3076	Isham Randolph, Chairman, Everglades Engineering Com mission, Voucher No. 11, for professional services of self and associate members, July, 1913	1,600.00
Sept. 12	3077	W. H. Ellis, Expenses of trip to Pensacola in re Wailes case, \$21.95; and of trip to Jacksonville account con tract with National Con struction Company, bill of September 11, 1913	42.60
Sept. 13	3078	Atlantic National Bank, In terest accrued on 60 day note due Sept. 15, 1913	237.22
Sept. 13	3079	Barnett National Bank, In terest accrued on 60 day note due Sept. 15, 1913	175.00
Sept. 13	3080	Florida National Bank, In terest accrued on 60 day note due Sept. 15, 1913	175.00

Date.	Voucher No.	Amount.
1913.		
Sept. 13	3081—First National Bank, Interest accrued on 90 day note due Sept. 16, 1913	175.00
Sept. 15	3082—Glenn V. Scott, Expense account, August, 1913.....	37.60
Sept. 15	3083—Glenn V. Scott, Subsistence account, August, 1913.....	120.75
Sept. 15	3082—Glenn V. Scott, Expense ac-Asst. Engr., August, 1913..	125.00
Sept. 15	3085—J. D. Weems, Inst. man, August, 1913	90.00
Sept. 15	3086—Lonnie Howard, Rodman, 10 days at \$2.50 per day, August, 1913.....	25.00
Sept. 15	3087—J. A. Boyd, Chainman, 27 days at \$2.00 per day, August, 1913.....	54.00
Sept. 15	3088—W. B. Bradford, Chainman, 27 days at \$2.00 per day, August, 1913.....	54.00
Sept. 15	3089—C. B. Palmer, Chainman, 14 days at \$2.00 per day, August, 1913.....	28.00
Sept. 15	3090—Elijah Brown, Cook, 9½ days at \$40.00 per month, August, 1913	12.26
Sept. 15	3091—Red Line Transfer, team, 3½ days at \$6.00 per day, August, 1913.....	21.00
Sept. 15	3092—J. A. Boyd, 20-foot launch, 7 days at \$1.00 per day, August, 1913.....	7.00

Date.	Voucher No.	Amount.
1913.		
Sept. 15	3093—R. C. Hicks, to use of 19-foot launch, 30 days at \$1.00 per day, August, 1913.....	30.00
Sept. 15	3094—Dade Lumber Company, lumber furnished Engr. Hicks, bill of Aug. 30, 1913.....	2.09
Sept. 15	3095—Lake Worth Mercantile Company, supplies furnished Engr. Hicks, bill of Aug. 30, 1913.....	19.83
Sept. 15	3096—Lake Worth Mercantile Company, supplies furnished Engr. Hicks, bill of Aug. 30, 1913\$ 14.26	
	2 sets dry cells furnished Engr. Scott, bill of Aug. 31, 1913.....	3.00
		<hr/> 17.26
Sept. 15	3097—Everglade Grocery Company, 25 gallons gasoline, bill of Sept. 5, 1913.....	5.75
Sept. 15	3098—Smith's Book Store, supplies furnished Engr. Frederick, bill of Aug. 30, 1913....	1.35
Sept. 15	3099—Fort Lauderdale Garage and Machine Company, supplies furnished Engr. R. C. Hicks, bill of Sept. 1, 1913.....	8.45
Sept. 15	3100—A. W. Shackelford, freight on 14 drums gasoline, bill of Sept. 2, 1913.....	14.00

Date.	Voucher No.	1913.	Amount.
Sept. 15	3101—Railey - Milam Hardware Company, washers, oakum, drill and bolts furnished M. L. Heiss, bills of Aug. 1 and Sept. 1, 1913.....		24.65
Sept. 15	3102—I. E. Schilling Company, sand and rock delivered to dock and 44 pieces 3-inch plank, bill of Aug. 30, 1913.....		92.25
Sept. 15	3103—M. L. Heiss, expenses incurred account Lock Construction, August, 1913, and subsistence, July and August, 1913		62.00
Sept. 15	3104—J. H. Jacobie, board and stamps, bill of Sept. 15, 1913.		9.00
Sept. 15	3105—J. H. Jacobie, salary as inspector, August, 1913.....		60.00
Sept. 15	3106—Geo. H. Crafts & Co., Estimate No. 16, for work done on Lock No. 1, Miami Canal, August, 1913.....		631.13
Sept. 15	3107—Furst - Clark Construction Company, Estimate No. 38, being 72,731 cubic yards earth and 17,488 cubic yards rock excavation, August, 1913		9,316.08
Sept. 15	3108—Ben Johnson, Estimate No. 1, for work on Extension Cypress Creek Canal, being 19,126 cubic yards earth and 3,096 cubic yard rock excavation, August, 1913.....		2,176.15

Date.	Voucher No.		Amount.
1913.			
Sept. 15	3109—	R. B. McLendon, Tax Collector, Dade County, 1912 Drainage Taxes on certain lands released to the State by Dr. E. C. Chambers under contract of July 9, 1913.	276.15
Oct. 2	3110—	W. H. Ellis, salary as Counsel, September, 1913.....	208.34
Oct. 2	3111—	C. B. Gwynn, salary as Chief Clerk, Land Dept., September, 1913.....	175.00
Oct. 2	3112—	Mary Herring, salary as Stenographer, September, 1913.	100.00
Oct. 2	3113—	J. Stuart Lewis, salary as Secretary, August and September, 1913.....	300.00
Oct. 2	3114—	Miami Printing Company, ad. notice of completion of Tax Lists and ad. notice of sale of lands, bill of Sept. 1, 1913.	22.50
Oct. 2	3115—	Western Union Tel. Co., bill for September, 1913.....	2.47
Oct. 2	3116—	Times-Herald, ad. notice of sale of cypress timber, bill of Sept. 25, 1913.....	2.00
Oct. 2	3117—	First National Bank, Tallahassee, telegrams sent account Trustees business, bill of Sept. 20, 1913.....	1.61
Oct. 2	3118—	F. C. Elliot, salary as Acting Chief Drainage Engineer, September, 1913.....	250.00

Date.	Voucher No.	Amount.
1913.		
Oct. 2	3119—G. D. Curtis, salary as Assistant Engineer, September, 1913	125.00
Oct. 2	3120—J. E. Downing, salary as Clerk, September, 1913.....	80.00
Oct. 2	3121—R. C. Hicks, salary as Assistant Engineer, September, 1913	125.00
Oct. 2	3122—S. M. Hicks, salary as Levelman, 15 days at \$75.00 per month, September, 1913.....	43.27
Oct. 2	3123—F. P. Wood, Cook, 5 days at \$40.00 per month, September, 1913	6.67
Oct. 2	3124—Dave Shannon, Cook, 9 days at \$40.00 per month, September, 1913.....	10.02
Oct. 2	3125—J. E. Davis, Rod and Chainman, 9 days at \$2.00 per day, September, 1913.....	18.00
Oct. 2	3126—E. A. Croucher, Rod and Chainman, 9 days at \$2.00 per day, September, 1913.....	18.00
Oct. 2	3127—Tom Pool, Rod and Chainman, 5 days at \$2.00 per day, Sept., 1913	10.00
Oct. 2	3128—W. D. Cook, Rod and Chainman, 5 days at \$2.00 per day, Sept., 1913	10.00
Oct. 2	3129—F. C. Cooper, Rod and Chainman, 5 days at \$2.00 per day, Sept., 1913	10.00

Date.	Voucher No.	Amount.
1913.		
Oct. 2	3130—Thos. E. Frederick, Asst. Engr. Sept., 1913	125.00
Oct. 2	3131—Gleen V. Scott, Meals served party, Sept., 1913..\$ 88.50 Subsistence furnish- ed self and assist- ants, other than above, Sept., 1913 . 31.75 Miscellaneous ex- penses, Sept., 1913. 35.04	155.29
Oct. 2	3132—Glenn V. Scott, Asst. Engr., 27 days at \$140.00 per month, Sept., 1913	126.00
Oct. 2	3133—J. D. Weems, Instrument- man, Sept., 1913	90.00
Oct. 2	3134—Lonnie Howard, Rodman, 22 days at \$2.50 per day, Sept., 1913	55.00
Oct. 2	3135—Tom Russ, Launchman, Sept., 1913	75.00
Oct. 2	3136—J. A. Boyd, Chainman, 26 days at \$2.00 per day, Sept., 1913	52.00
Oct. 2	3137—John Davis, Chainman, 2 days at \$2.00 per day, Sept., 1913	4.00
Oct. 2	3138—A. W. Frederick, Inspector, Sept., 1913	60.00
Oct. 2	3139—M. E. Forrey, Use of launch, 6 days at \$1.00 per day, Sept., 1913	6.00

Date.	Voucher No.	Amount.
1913.		
Oct. 2	3140—Red Line Transfer, Use of Team 2-3 day at \$6.00 per day, Sept., 1913	4.00
Oct. 2	3141—E. L. Brady Company, Groceries account survey of certain lands in Everglades, as per agreement with Everglades Sugar and Land Company, bill of Aug. 30, 1913.	190.25
Oct. 2	3142—Gulf Refining Company, Gasoline furnished Engr. R. C. Hicks, Aug. 9, 16 and 29, bill of Sept. 1, 1913.....	179.46
Oct. 2	3143—Johnson and Company, Account order for \$4,300.00 issued by Miami Engineering and Construction Company, on Trustees, as per their letter of Sept. 27, 1913.....	2,700.00
Oct. 2	3144—Johnson and Company, Account order for \$4,300.00 issued by Miami Engineering and Construction Company on Trustees, as per their letter of Sept. 27, 1913.....	1,600.00
Oct. 11	3145—Isham Randolph, Chairman, Everglades Engineering Commission, Vouchers Nos. 12 and 13, aggregating \$3,559.91, from which \$1,252.17 was retained to apply on the \$5,000 to be retained until report of Commission is received and accepted	2,307.74

Date.	Voucher No.	Amount.
1913.		
Oct. 14	3146—Barnett National Bank, 60 days' interest on \$10,000.00 at 7% per annum.....	116.66
Oct. 14	—3147—Atlantic National Bank, 60 days' interest on \$10,000.00 at 7% per annum.....	116.67
Oct. 14	3148—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Oct. 16	3149—Atlantic National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Oct. 16	3150—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Oct. 16	3151—Superintendent of Documents, Government Printing Office, 6 copies of Manual Instructions for the Survey of Public and Private Lands...\$ 4.50	
	6 Restoration of Lost or Obliterated Corners, bill of Oct. 7, 1913.... .30	
		4.80
Oct. 16	3152—I. E. Schilling Company, sand and cement delivered to lock, bill of Sept. 30, 1913.....	79.01

Date.	Voucher No.		Amount.
1913.			
Oct. 16	3153—	Furst - Clark Construction Company, Estimate No. 39, for work on Lower Hillsboro Canal, being 67,829 cubic feet earth, September, 1913.	5,426.32
Oct. 16	3154—	Ben Johnson, Estimate No. 2, Extension Cypress Creek, 38,984 cubic feet earth, amounting to \$3,157.70, September, 1913. Amount due as per contract	2,500.00
Oct. 16	3155—	Geo. H. Crafts & Co., Estimate No. 17, for work on Lock No. 1, Miami Canal, September, 1913	382.50
Oct. 21	3156—	First National Bank, 97 days' interest on \$10,000.00 at 7% per annum.	188.65
Nov. 1	3157—	W. H. Ellis, salary as Counsel, October, 1913.	208.33
Nov. 1	3158—	C. B. Gwynn, salary as Chief Clerk, Land Dept., October, 1913	175.00
Nov. 3	3159—	Western Union Telegraph Co., services for October, 1913.	6.73
Nov. 3	3160—	Southern Express Co., services for October, 1913.	1.37
Nov. 3	3161—	H. R. Kaufman, adjusting typewriter, in Secretary's office, bill of Nov. 1, 1913. . . . .	.50

Date.	Voucher No.	Amount.
1913.		
Nov. 8	3162—Z. T. Merritt, Clerk Circuit Court, Dade County, Redemption of Sec. 25, Tp. 50 S., R. 36 E., sold for 1911 Drainage Taxes	51.59
Nov. 14	3163—The Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum....	233.34
Nov. 14	3164—The Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum	175.00
Nov. 14	3165—The Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum...	175.00
Nov. 18	3166—Mary Herring, Salary as Stenographer, October, 1913	100.00
Nov. 18	3167—J. Stuart Lewis, Salary as Secretary, October, 1913 ...	150.00
Nov. 18	3168—F. C. Elliot, Salary as Act. Ch. Dr. Engr., Oct., 1913..	250.00
Nov. 18	3169—G. D. Curtis, Salary as Asst. Engr., Oct., 1913	125.00
Nov. 18	3170—J. E. Downing, Salary as Clerk, Oct., 1913	80.00
Nov. 18	3171—F. C. Elliot, Expenses incurred on trip of inspection Everglades work, October 11-19, 1913	47.22
Nov. 18	3172—Yaeger-Bethel Hdw. Co., Supplies for office Acting Chief Drainage Engr., bill of April 30, 1913	2.05

Date.	Voucher No.	1913.	Amount.
Nov. 18	3173—F. C. Gilmore, to work on drawer of filing cabinet, bill of Oct. 1, 1913		2.00
Nov. 18	3174—J. F. Hill, 2 Typewriter Rib- bons, bill of Oct. 3, 1913...		2.00
Nov. 18	3175—Middle Florida Ice Co., 3 bottles Distilled Water, bill of Nov. 1, 1913 .....		.75
Nov. 18	3176—Alex McDougall, P. M., Stamps for office Acting Chief Drainage Engr., bill of Oct. 13, 1913.....		1.04
Nov. 18	3177—H. R. Kaufman, work on ma- chines in Acting Chief Drain- age Engineer's office, bill of Nov. 4, 1913		7.25
Nov. 18	3178—Western Union Tel. Co., bill for Oct., 1913		4.44
Nov. 18	3179—Furst-Clark Construction Co., Meals furnished State men on dredge "Caloosahatchee," Aug., 1913		5.50
Nov. 18	3180—Gulf Refining Co., Balances due on Invoices Nos. 4410, 4480 and 4481, under dates of May 11, Aug. 19, Oct. 18, 1912, and Invoice No. 8745, of April 9, 1913		282.96
Nov. 18	3181—The Gibbs Gas Engine Co., 10 H. P. Fulton Engine, No. 2493, with full boat equip- ment, bill of Sept. 12, 1913.		250.00

Date.	Voucher No.	Amount.
1913.		
Nov. 18	3182—The H. & W. B. Drew Co., Supplies for office Acting Chief Drainage Engineer, bill of Nov. 5, 1913	5.55
Nov. 18	3183—Gleen V. Scott, Salary as Asst. Engr., October, 1913..	140.00
Nov. 18	3184—J. D. Weems, Salary as Inst. man, October, 1913	90.00
Nov. 18	3185—J. A. Boyd, Salary as Chain- man, 27 days at \$2.00 per day, October, 1913	54.00
Nov. 18	3186—Lonnie Howard, Salary as Rodman, 29 days at \$2.50 per day, Oct., 1913	72.50
Nov. 18	3187—A. W. Frederick, Salary as Inspector, October, 1913 ...	60.00
Nov. 18	3188—Tom Russ, Salary as Launch- man, October, 1913	75.00
Nov. 18	3189—Red Line Transfer, Use of team, 1-2 day at \$6.00 per day, October, 1913	3.00
Nov. 18	3190—King Sons Company, 1 10-ft. skiff, bill of Oct. 15, 1913..	15.00
Nov. 18	3191—Lake Worth Mercantile Com- pany, Supplies for launch, bill of Oct. 25, 1913.....	18.90
Nov. 18	3192—Dade Lumber Company, Lum- ber furnished Engr. Scott, bill of Oct. 31, 1913.....	9.12
Nov. 18	3193—A. W. Shackelford, Freight- ing sheet piling from South Canal lock to Miami, bill of August 16, 1913	12.00

Date.	Voucher No.	Amount.
1913.		
Nov. 18	3194—H. M. Forman, Salary as Lock Tender, Oct., 1913	45.00
Nov. 18	3195—C. H. Lyne Foundry & Machine Company, Iron work and labor, Miami Lock No. 1, bill of Sept. 15, 1913.....	43.05
Nov. 18	3196—I. E. Schilling Company, Boat and Gasoline for trip to Lock account Acting Chief Drainage Engineer, \$3.00; 600 sacks Cement delivered to lock, \$42.00; Loading charge 6 men, 3 hrs., \$3.50.....	48.50
Nov. 18	3197—Baker & Holmes Company, 620 sacks Cement, bill of Oct. 23, 1913	356.50
Nov. 18	3198—Railey-Milam Hardware Company, Supplies furnished M. L. Heiss, bill of Nov. 1, 1913	18.00
Nov. 18	3199—The Georgia Lumber Company, Lumber furnished M. L. Heiss, bill of Oct. 28, 1913	30.25
Nov. 18	3200—Geo. H. Crafts & Company, Estimate No. 18, work on Lock No. 1, Miami Canal, October, 1913	448.37
Nov. 18	3201—Smith's Book Store, Supplies for Asst. Engr., Thos. E. Frederick, bill of Oct. 9, 1913	2.15

Date.	Voucher No.	Amount.
1913.		
Nov. 18	3202—Baker & Holmes Company, 548 sacks cement, less credit memo. \$147.56, bill of Sept. 16, 1913.....	160.69
Nov. 18	3203—Gulf Refining Company, gaso- line, furnished Engr. Scott, as per bills of Oct. 1, 2 and 13, 1913.....	97.68
Nov. 18	3204—R. C. Hicks, salary as Inspec- tor, October, 1913.....	75.00
Nov. 18	3205—M. L. Heiss, salary as Lock In- spector, October, 1913, \$90.00 and amount allowed for board, \$30.00	120.00
Nov. 18	3206—Weekly True Democrat, print- ing 250 right-of-way deeds..	5.00
Nov. 18	3207—Glenn * V. Scott, Asst. Engr., 314 meals furnished party at 33 1-3c per meal, October, 1913	\$ 104.67
	Meals and lodg- ings at hotels....	19.15
	Misceollaneous ex- penses	19.15
	—————	142.97
Nov. 18	3208—Gibbs Gas Engine Company, 120-foot launch hull, \$75.00; freight prepaid to Ft. Lau- derdale from Jacksonville \$10.00	85.00

Date.	Voucher No.	1913.	Description	Amount.
Nov. 18	3209		—Dixie Culvert and Metal Company, 1 gal. Ingot Iron, \$32.00; sluiceway and gate, \$20.00	52.00
Nov. 18	3210		—Fort Lauderdale Lumber Company, 1000 lath	4.50
Nov. 18	3211		—The Record Company, printing 5000 warrants.....	17.75
Nov. 18	3212		—L. D. Franklin, Asst. Engr., expenses incurred in survey as per agreement Everglades Sugar and Land Company, room and board 2 men, Miami, \$21.00, 1 plumb-bob and line, \$1.10, 10 chaining pins, 50 cents	22.60
Nov. 18	3213		—Furst - Clark Construction Company, Estimate No. 40, showing 57,589 *cubic yards earth excavation, October, 1913	4,607.12
Nov. 18	3214		—Johnson & Co., Estimate No. 3, Cypress Creek Canal Extension, showing 40,427 cubic yards earth and 4,584 cubic yards rock, which at 9 and 22½ cents per cubic yard, respectively, amounts to \$4,469.83, October, 1913. Amount due as per contract	2,500.00
Nov. 22	3215		—Z. T. Merritt, Clerk Circuit Court Dade County, for payment of outstanding check No. 2695 issued Dec. 15, 1911	53.10

Date.	Voucher No.	Amount.
1913.		
Nov. 25	3216—Park Trammell, expenses of trip to Jacksonville.....	12.70
Dec. 2	3217—W. H. Ellis, salary as Counsel, November, 1913.....	208.33
Dec. 2	3218—C. B. Gwynn, salary as Chief Clerk, Land Dept., November, 1913.....	175.00
Dec. 4	3219—F. C. Elliot, salary as Acting Chief Drainage Engineer, November, 1913.....	250.00
Dec. 5	3220—W. A. McRae, expenses of trip of inspection of Everglades work, Oct. 9-19, 1913.....	57.85
Dec. 5	3221—G. D. Curtis, salary as Asst. Engr., November, 1913.....	125.00
Dec. 5	3222—J. E. Downing, salary as Clerk, November, 1913.....	80.00
Dec. 5	3223—J. A. Boyd, salary as Chairman, 10 days at \$2.00 per day, November, 1913.....	20.00
Dec. 5	3224—Lonnie Howard, Rodman, 27 days at \$2.50 per day, November, 1913.....	67.50
Dec. 5	3225—Tom Russ, Launchman, November, 1913.....	75.00
Dec. 5	3226—J. D. Weems, Instrumentman, November, 1913.....	90.00
Dec. 5	3227—Glenn V. Scott, Asst. Engr., November, 1913.....	140.00

Date.	Voucher No.	Amount.
1913.		
Dec. 5	3228—Glenn V. Scott, to 351 meals served party, November. 1913\$ 117.00 Misc. party ex- penses 26.19	143.19
Dec. 5	3229—H. M. Forman, salary as Lock Tender, November, 1913.	45.00
Dec. 5	3230—M. L. Heiss, salary as Lock Inspector, November, 1913..\$ 90.00 Amount allowed for board and lodging 30.00	120.00
Dec. 5	3231—A. W. Frederick, salary as In- spector, November, 1913.	60.00
Dec. 5	3232—Western Union Tel. Co., bill for November, 1913.	9.82
Dec. 5	3233—Alex McDougall, P. M., stamps for office of Engineer, No- vember, 1913.	2.06
Dec. 5	3234—Capital City Bank for T. J. Appleyard, office supplies, bill of Dec. 1, 1913.	3.75
Dec. 5	3235—J. Stuart Lewis, salary as Sec- etary, November, 1913.	10.00
Dec. 5	3236—Mary Herring, salary as Ste- nographer, November, 1913. .	100.00
Dec. 5	3237—D. R. Cox Furniture Compa- ny, letter files, bill of Dec. 1, 1913.	2.00

Date.	Voucher No.	Amount.
1913.		
Dec. 5	3238—H. & W. B. Drew Company, supplies for office of Secretary, bill of Nov. 15, 1913.....	5.45
Dec. 5	3239—W. A. McRae, expenses of trip to St. Petersburg, Fla., to take testimony in case State of Florida vs. U. S. in re Fractl. Sec. 36, Tp. 30 S., R. 15 E.	57.71
Dec. 5	3240—Western Union Tel. Co., bill for November, 1913, account Trustees	7.53
Dec. 5	3241—Sallie S. Lewis, to copying 29 pages legal-cap record at 20 cents per page, case Cutting vs. Trustees, bill of Nov. 29, 1913	8.70
Dec. 13	3242—Florida National Bank, In- terest on \$15,000.00 and \$12,500.00 due Dec. 13 and 14, 1913, respectively, at 7% per annum, for 60 days....	320.83
Dec. 13	3243—Atlantic National Bank, In- terest on \$10,000.00, \$12,- 500.00 and \$15,000.00 due Dec. 13, 14 and 15, 1913, respectively, at 7% per an- num, for 60 days	437.50
Dec. 13	3244—Barnett National Bank, In- terest on \$10,000.00 and \$15,- 000.00, due Dec. 13 and 15, 1913, respectively, at 7% per annum, for 60 days	291.66

Date.	Voucher No.	Amount.
1913.		
Dec. 13	3245—First National Bank, 90 days' Interest on \$10,000.00 at 7% per annum	175.00
Dec. 17	3246—Furst-Clark Construction Co., Account Estimate No. 41, showing 72,348 cu. yds. earth excavated, November, 1913..	4,787.84
Dec. 17	3247—Furst-Clark Construction Co., Account Estimate No. 41, showing 72,348 cu. yds. earth excavated, November, 1913...	1,000.00
Total disbursements for 1913		\$376,612.13

DISBURSEMENTS, 1914.

Date.	Voucher No.	Amount.
1914.		
Jan. 2	3248—W. H. Ellis, Salary as Counsel, Dec., 1913	\$ 208.34
Jan. 2	3249—C. B. Gwynn, Salary as Chief Clerk, Land Dept., Dec., 1913	175.00
Jan. 2	3250—Mary Herring, Salary as Stenographer, Dec., 1913...	100.00
Jan. 2	3251—J. Stuart Lewis, Salary as Secretary, Dec., 1913	150.00
Jan. 7	3252—S. M. Owens, Inspecting lands in Secs. 6 and 7, Tp. 16 S., R. 29 E., Dec. 30-31, 1913	14.20
Jan. 7	3253—W. H. Ellis, Expenses to New York and return to take testimony in case Cutting vs. Trustees, Nov. 18-30, 1913..	139.96

Date. Voucher No. 1914.		Amount.
Jan. 7	3254—Willis Van Valkenburgh, Services as Stenographer in case J. Archbold Murry et al., vs. Trustees, Nov. 24-25, 1913 ..	10.00
Jan. 7	3255—Western Union Tel. Co., Bill for Dec., 1913	5.07
Jan. 7	3256—W. H. Ellis, Expenses of trip to New York to secure evidence in case Cutting vs. Trustees, Sept. 16-, Oct. 9, 1913	177.37
Jan. 12	3257—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum	175.00
Jan. 12	3258—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum	175.00
Jan. 12	3259—Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum	233.34
Jan. 17	3260—T. L. Clarke and John W. Henderson, Account of amount allowed the Cuttings in the settlement of the suit of Cuttings et al. vs. Trustees....	1,000.00
Jan. 17	3261—John B. Moffet, Account amount allowed the Special Master in case Cuttings et al., vs. Trustees.....	100.00
Jan. 17	3262—First National Bank, Tallahassee, 90 days' interest on \$10,000.00 at 7% per annum	175.00

Date.	Voucher No.	1914.	Amount.
Jan. 19	3263—Johnson and Company, Account Estimate No. 5, for work Extension Cypress Creek, showing 34,049 cu. yds. earth and 21,796 cu. yds. rock excavated, December, 1913, \$7,968.51, amount due as per contract, \$2,500.00, of which \$500.00 was paid by Trustees		500.00
Jan. 22	3264—Furst-Clark Construction Co., Estimate No. 42, showing 83,535 cu. yds. earth and 665 cu. yds. rock, December, 1913		6,815.80
Jan. 22	3265—Capital City Bank for T. J. Appleyard, for printing 1500 Land Lists, bill of Dec. 1, 1913		103.50
Feb. 2	3266—W. H. Ellis, Salary as Counsel, January, 1914		208.33
Feb. 2	3267—C. B. Gwynn, Salary as Chief Clerk, Land Dept., Jan., 1914		175.00
Feb. 2	3268—Capital City Bank for T. J. Appleyard, 3000 Letterheads, bill of Feb. 2, 1914.....		10.00
Feb. 2	3269—T. F. West, Expenses trip to Jacksonville, account business for Trustees, Jan. 20-22, 1914		19.00
Feb. 2	3270—Alex McDougall, P. M., Envelopes, bill of Jan. 26, 1914		32.24

Date.	Voucher No.	Amount.
1914.		
Feb. 2	3271—Guyte P. McCord, Clerk U. S. District Court, Cost bill in Cutting case	15.25
Feb. 2	3272—Alexander Gilchrist, Clerk U. S. District Court, S. D. N. Y., Exemplified copy of Bill and Answer in case David L. Yulee vs. Francis Vose, bill of Jan. 21, 1914	12.75
Feb. 2	3273—Mrs. R. B. Gorman, Copies of Testimony and other papers in Cutting case	6.00
Feb. 6	3274—Alex McDougall, P. M., stamped envelopes and postage, bill of Jan. 31, 1913....	23.69
Feb. 6	3275—D. R. Cox Furniture Co., framing rates of toll charges for Miami and Fort Lauderdale locks, bill of Jan. 31, 1914	1.00
Feb. 6	3276—Capital City Bank for T. J. Appleyard, ruling and printing 1000 blanks, \$10.00; 1 qr. wrapping paper, 50 cents, bill of Jan. 26, 1914.....	10.50
Feb. 6	3277—H. R. Kaufman, repairs to typewriter, Engr's. office, bill of Jan. 15, 1914.....	1.50
Feb. 6	3278—Glenn V. Scott, salary as Asst. Engr., January, 1914	\$ 114.00

Date.	Voucher No.		Amount
1914.		369 meals served self and party at 33 1-3c each.....	123.00
		Meals and lodg- ings at hotels....	3.00
		Misc. party ex- penses	26.00
			<hr/> 292.00
Feb. 6	3279	—J. D. Weems, Inst. man., Jan- ary, 1914.....	100.00
Feb. 6	3280	—J. A. Boyd, Chainman, 2 days at \$2.00 per day, January, 1914	4.00
Feb. 6	3281	—Tom Russ, Launchman, Jan- ary, 1914.....	75.00
Feb. 6	3282	—Lonnie Howard, Rodman, Jan- ary, 1914.....	75.00
Feb. 6	3283	—J. H. Jacobie, salary as In- spector, January, 1914.....	60.00
Feb. 6	3284	—A. W. Frederick, salary as In- spector, January, 1914.....	60.00
Feb. 10	3285	—Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum.....	437.50
Feb. 10	3286	—Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum.....	291.66
Feb. 10	3287	—Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum.....	320.83

Date. Voucher No. 1914.		Amount.
Feb. 10	3288—T. L. Clarke and John W. Henderson, account of amount allowed the Cuttings in the settlement of the suit of Cutting et al. vs. Trustees	1,500.00
Feb. 10	3289—Isham Randolph, account balance due on contract of April 30th, 1913.....	2,500.00
Feb. 19	3290—Mrs. R. B. Gorman, account fee allowed Special Master in case Cutting vs. Trustees, on order of Master.....	60.00
Feb. 19	3291—W. V. Knott, expenses of trip to Jacksonville account business for Trustees, Jan. 20-22, 1914	15.40
Feb. 19	3292—Volusia County Record, legal advertisement, 1 issue, bill of Feb. 2, 1914.....	3.50
Feb. 19	3293—Remington Typewriter Co., cash payment made in exchange of typewriter, bill of Jan. 31, 1914.....	46.00
Feb. 19	3294—Western Union Tel. Co., bill for January, 1914.....	1.72
Feb. 19	3295—The Metropolitan Detective Agency, account services rendered Board in Drainage District, February, 1914....	200.00

Date.	Voucher No.	1914.	Amount.
Feb. 19.	3296—	Gulf Refining Company, Invoice No. 7075 for K. O. and gasoline, bill of Jan. 27, 1914	52.11
Feb. 19	3297—	Lake Worth Mercantile Company, Galv. Chain, nails, spikes, etc., bill of Jan. 17, 1914	18.95
Feb. 19	3298—	Lake Worth Mercantile Company, supplies for launch, bill of Jan. 31, 1914.....	20.64
Feb. 19	3299—	Chas. E. Newland, constructing timber guide walls, Lock No. 1, North New River Canal, bill of Jan. 31, 1914....	284.80
Feb. 19	3300—	Dade Lumber Company, lumber furnished Asst. Engr. Scott, bill of Jan. 9, 1914....	1.30
Feb. 19	3301—	Western Union Tel. Co., bill for January, 1914.....	9.79
Feb. 20*	3302—	Furst - Clark Construction Company, Estimate No. 43, account 56,694 cubic yards earth and 736 cubic yards rock, January, 1914.....	4,682.72
Feb. 20	3303—	Johnson & Company, Estimate No. 6, being 17,650 cu. yds. earth and 15,888 cu. yds. rock, Cypress Creek Canal, January, 1914	5,163.30
		Amount due as per contract	2,500.00

Date.	Voucher No.	Amount.
1914.		
Feb. 26	3304—Thos. E. Frederick, account survey work in Everglades, under contract of Feb. 18, 1914	200.00
Mar. 2	3305—W. S. Whiddon, account investigation regarding damage to dams, etc., in the Everglades Drainage District...	75.00
Mar. 5	3306—W. H. Ellis, salary as Counsel, February, 1914.....	208.33
Mar. 5	3307—C. B. Gwynn, salary as Chief Clerk, Land Dept., February, 1914	175.00
Mar. 5	3308—Western Union Tel. Co., bill for February, 1914.....	11.92
Mar. 5	3309—Capital City Bank for T. J. Appleyard, printing 1000 land lists, bill of March 4, 1914	8.00
Mar. 5	3310—D. R. Cox Furniture Co., 2 letter file indexes, bill of Feb. 2, 1914	1.10
Mar. 14	3311—The Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum....	175.00
Mar. 14	3312—The Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum....	233.34
Mar. 14	3313—The Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum....	175.00

Date.	Voucher No.	Amount.
1914.		
Mar. 14	3314—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum.....	175.00
Mar. 17	3315—Johnson & Co., Estimate No. 1, excavation on West Palm Beach Canal, February, 1914	3,781.24
Mar. 17	3316—Tropical Sun Publishing Co., 4 issues legal notice, bill of March 7, 1914.....	8.75
Mar. 24	3317—N. Barco, 15 days' services as Land Inspecting Agent on islands in Tp. 32 S., R. 16 E., March, 1914.....\$	48.39
	Expenses of such inspection	49.80
		98.19
Mar. 25	3318—Mrs. A. M. Wiggins, account order on salary of A. M. Wiggins, employed account investigation regarding damage to dams, etc., in the Everglades Drainage District	40.00
Mar. 25	3319—Mrs. W. S. Whiddon, account order on salary of W. S. Whiddon, employed account investigation regarding damage to dams, etc., in the Everglades Drainage District	40.00

Date.	Voucher No.		Amount.
1914.			
Mar. 25	3319	Mrs. W. S. Whiddon, account order on salary of W. S. Whiddon, employed account investigation regarding damage to dams, etc., in the Everglades Drainage District..	40.00
Mar. 25	3320	Park Trammell, expenses of trip to Washington for conference with U. S. Land Commissioner and the War Department, also trip to Baltimore, March 7-14, 1914.....	106.04
Mar. 28	3321	Johnson & Co., to allowance on retainage on Cypress Creek Canal, total to March 1, 1914, \$16,320.50.....	5,000.00
Apr. 1	3322	W. H. Ellis, Salary as Counsel, March, 1914	208.34
Apr. 1	3323	C. B. Gwynn, Salary as Chief Clerk, Land Dept., March, 1914	175.00
Apr. 1	3324	Mary Herring, Salary as Stenographer, March, 1914.	100.00
Apr. 1	3325	J. Stuart Lewis, Salary as Secretary, March, 1914.....	150.00
Apr. 1	3326	R. B. McLendon, Tax Collector, Dade County, Drainage Taxes for 1913 on lands of Trustees, \$37,687.00, and on lands embraced in Chambers contract, \$ 2,097.70	39,784.70

Date.	Voucher No.	Amount.
1914.		
Apr. 1	3327—Cyril Baldwin, Tax Collector, DeSoto County, Drainage Taxes on lands of Trustees for 1913	3,886.60
Apr. 1	3328—Henry A. Blake, Tax Collec- tor, Lee County, Drainage Taxes for 1913 on lands of Trustees	2,140.00
Apr. 1	3329—T. J. Campbell, Tax Collector, Palm Beach County, Drain- age Taxes for 1913 on lands of Trustees, \$48,352.45, and on lands embraced in Cham- bers contract, \$54.00.....	48,406.45
Apr. 1	3330—F. M. Tyler, Tax Collector, St. Lucie County, Drainage Taxes for 1913 on lands of Trustees	32.05
Apr. 4	3331—C. B. Gwynn, Expenses of trip to Washington to look up certain old and unad- justed claims of the State for Swamp and Overflowed lands, March 8-13, 1914....	77.08
Apr. 4	3332—W. H. Ellis, Expenses in re Cutting case, Jan. 1, 5, 7, 1914.....\$ Expenses trip to Miami, a/c Miami Engineering and Construction Co. case, and to Braden-	21.58

Date.	Voucher No.	Amount.
1914.	town, a/c Tampa and Jax. R. R. case	106.69
		<u>128.27</u>
Apr. 4	3333—Western Union Tel. Co., bill for March, 1914	8.11
Apr. 4	3334—The H. & W. B. Drew Co., 1 Bates Numbering Machine, bill of March 12, 1914....\$	12.09
	1 Ring Binder, same bill	1.75
		<u>13.84</u>
Apr. 4	3335—Miami Printing Co., Ad. land for sale, 6 inch D. C., March 13 to April 3, bill of April 1, 1914	24.00
Apr. 4	3336—Capital City Bank for T. J. Appleyard, 3 bills of April 1, 1914, for printing and sup- plies account Land Dept., and office of Secretary, ag- gregating	17.60
Apr. 4	3337—Palms Publishing Company, Ad. lands for sale, 3 issues, bill of April 3, 1914.....	7.50
Apr. 11	3338—The Florida National Bank, 60 days' interest on \$27,- 500.00 at 7% per annum....	320.84
Apr. 11	3339—Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum	291.66
Apr. 11	3340—Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum	437.50

Date. Voucher No. 1914.	Amount.
Apr. 11 3341—Mrs. W. S. Whiddon, for W. S. Whiddon, account salary in investigation regarding damage to dams, etc., in Everglades Drainage District	10.00
Apr. 11 3342—D. U. Fletcher, for 5000 copies Senate Document No. 379, "Everglades of Florida"	890.50
Apr. 14 3343—Mrs. A. M. Wiggins, account order on salary of A. M. Wiggins, employed in investigation regarding damage to canals, etc.	35.00
Apr. 16 3344—Johnson and Company, for work done on West Palm Beach Canal during March, 1914, \$4,086.63, less reserved per cent.	3,677.97
Apr. 18 3345—First National Bank, Tallahassee, 90 days' interest on \$10,000.00 at 7% per annum	175.00
Apr. 21 3346—C. B. Gwynn, Fee for filing notice in U. S. Land Office on selection of certain land in Dade County for the State.	2.00
May 1 3347—W. S. Whiddon, final settlement of amount due for services in investigation as to damage done to canals, etc., in the Everglades Drainage District	77.76

Date. Voucher No. 1914.	Amount.
May 1 3348—A. M. Wiggins, final settle- ment of amount due for serv- ices in investigation as to damage done to canals, etc., in the Everglades Drainage District	52.76
May 1 3349—C. B. Gwynn, salary as Chief Clerk, Land Dept., April, 1914	175.00
May 1 3350—W. H. Ellis, salary as Counsel, April, 1914.....	208.33
May 5 3351—R. B. McLendon, Tax Collec- tor, Dade County, for drafts of Model Land Co., for Drainage Taxes on account of Note of April 15, 1913....	7,796.55
May 5 3352—T. J. Campbell, Tax Collector, Palm Beach County, for drafts of Model Land Co., for Drainage Taxes on account of Note of April 15, 1913....	6,343.25
May 5 3353—F. M. Tyler, Tax Collector, St. Lucie County, for draft of Model Land Co. for Drain- age Taxes on account of Note of April 15, 1913.....	1,006.95
May 5 3354—H. A. Blake, Tax Collector, Lee County, for draft of Consolidated Land Co., for Drainage Taxes on account of Note of April 15, 1913....	1,758.65

Date.	Voucher No.	Amount.
1914.		
May 5	3355—Western Union Tel. Co., bill for April, 1914.....	9.43
May 5	3356—Fort Lauderdale Sentinel, ad. lands for sale, bill of April 27, 1914.....	12.00
May 12	3357—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
May 12	3358—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
May 12	3359—Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum.....	233.33
May 12	3360—Barnett National Bank, 90 days' interest on \$7,500.00 at 7% per annum.....	131.25
May 14	3361—Gordon R. Broome, services as Attorney in prosecuting par- ties who cut dam in canal, bill of May 1, 1914.....	150.00
May 14	3362—George Nelson, expenses of trip from Morgan City, La., to Jacksonville, Fla., and re- turn, to attend hearing in case Matheson vs. Trustees, April 28 to May 3, 1914.....	145.50
May 18	3363 Philip H. Burch, for work on Swamp Land Selections in the General Land Office, Washington, D. C.....	25.00
May 20	3364—Thos. E. Frederick, for survey work done during April, 1914	670.35

Date.	Voucher No.	Amount.
1914.		
May 20	3365—Volusia County Record, ad. lands in Secs. 6 and 7, Tp. 16 S., R. 29 E., for sale, bill of May 16, 1914.....	13.50
May 21	3366—J. C. Luning, State Treasurer, in payment of drafts drawn on Trustees for Drainage Taxes for year 1913 by Land Companies	20,855.22
May 25	3367—N. Barco, Land Inspecting Agent, salary and expenses, May 4-6 and May 11-14, 1914.	53.21
May 25	3368—Park Trammell, expenses of trip to Washington and return on business of the Board of Commissioners, Nov. 24-30, 1914.....	81.95
June 5	3369—Miami Printing Co., to printing ad. lands located with Swamp Indemnity Scrip, N $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec. 18, Tp. 57, R. 39, bill of May 29, 1914...	8.25
June 5	3370—Philip H. Burch, to work in U. S. Land Office, Washington, D. C., in preparing lists of State Swamp Land Selections not yet adjusted, etc., during April and May, 1914...\$	75.00

Date.	Voucher No.	Amount.
1914.		
	Less Voucher No.	
	3363, May 18,	
	1914, payment on	
	account	25.00
		<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
		50.00
June 5	3371—Dowling, Hutchin- son & Pattison, to 120 folios Testi- mony in case Matheson vs. Trustees	\$ 15.00
	Carbon copy of same, bills of May 18, 1914.....	7.20
		<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
		22.20
June 5	3372—Z. T. Merritt, Clerk Circuit Court, Dade County, to rec. deed Trustees I. I. Fund to U. S. A. bill of May 18, 1914.	1.35
June 5	3373—Palms Publishing Co., to advertis- ing, March 25 and April 1, 1914....\$	10.00
	By warrant No. 3337, for \$7.50, drawn April 4, 1914, payment on account	7.50
		<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
		2.50
June 5	3374—Western Union Tel. Co., bill for May, 1914.....	3.49
June 5	3375—C. B. Gwynn, salary as Chief Clerk, Land Dept., May, 1914	175.00

Date.	Voucher No.	1914.	Amount.
June 5	3376—W. H. Ellis, salary as Counsel, May, 1914.....		208.33
June 9	3377—Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum.....		320.83
June 9	3378—Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum.....		291.66
June 9	3379—Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum.....		437.50
June 9	3380—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum.....		175.00
June 17	3381—Johnson & Co., Estimate No. 4, for work on West Palm Beach Canal, amounting to \$5,576.85, less \$557.69 retained per cent, May, 1914.....		5,019.16
June 17	3382—Philip H. Burch, final payment on work in General and Office, Washington, D. C.		25.00
June 17	3383—N. Barco, State Land Inspecting Agent, salary and expenses examining lands in Citrus County.....		166.52
July 1	3384—W. H. Ellis, salary as Counsel, June, 1914.....		208.34
July 1	3385—C. B. Gwynn, salary as Chief Clerk, Land Dept., June, 1914		175.00

Date.	Voucher No.	Amount.
1914.		
July 1	3386—Mary Herring, salary as Stenographer, June, 1914.....	100.00
July 1	3387—J. Stuart Lewis, salary as Secretary, June, 1914.....	150.00
July 1	3388—J. C. Crawley, services in State Land Trespass case at St. Marks, Fla., bill of June 30, 1914.....	19.80
July 1	3389—Capital City Bank for T. J. Appleyard, 5 books receipts \$3.50; 2,000 leaflets instructions securing State lands, bill of July 1, 1914.....	13.50
July 1	3390—H. & W. B. Drew Company, office supplies account Secretary, bill of June 16, 1914...	6.12
July 1	3391—Western Union Tel. Co., bill for June, 1914.....	2.06
July 1	3392—Dan Allen, hauling 19 sacks of mail from P. O. to office, bill of May 30, 1914.....	.50
July 8	3393—R. A. Willis, team used in investigation of trespass on lands in Sec. 32, Tp. 7 N., R. 11 W., bill of June 30, 1914	7.50
July 8	3394—W. B. Bryan, 2 days' services in investigation of trespass on lands in Sec. 32, Tp. 7 N., R. 11 W., bill of June 29, 1914	5.00
July 8	3395—D. R. Cox Furniture Co., 3 transfer cases for Land Dept., bill of July 1, 1914..	1.65

Date.	Voucher No.	Amount.
1914.		
July 11	3396—Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum.....	233.34
July 11	3397—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
July 11	3398—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
July 17	3399—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum.....	175.00
July 22	3400—Johnson & Co., Estimate No. 5, for work on West Palm Beach Canal during June, 1914, being 60,060 cu. yds. earth, \$4,594.59, less retainage, \$459.46.....	4,135.13
July 22	3401—George W. Tully, Surveying State lands in Tp. 4 S., R. 2 E., bill of July 13, 1914.....	169.50
July 22	3402—W. W. White, Investigating trespass on State lands in Tp. 4 S., R. 2 E., bill of July 14, 1914.....	20.80
July 29	3403—N. Barco, 4 days' services and expenses in examining lands in Levy County, bill of July 8, 1914.....	30.73
Aug. 5	3404—W. H. Ellis, Salary as Counsel, July, 1914.....	208.33

Date.	Voucher No.	Amount.
1914.		
Aug. 5	3405—C. B. Gwynn, Salary as Chief Clerk, Land Dept., July, 1914	175.00
Aug. 5	3406—Western Union Tel. Co., bill for July, 1914	2.39
Aug. 8	3407—Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum	437.50
Aug. 8	3408—Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum	320.84
Aug. 8	3409—Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum	291.66
Aug. 12	3410—Barnett National Bank, 90 days' interest on \$7,500.00 at 7% per annum	131.25
Aug. 12	3411—T. J. Campbell, Tax Collector, Palm Beach County, Balance due on 1913 Drainage Taxes	128.10
Aug. 12	3412—J. C. Luning, State Treasurer, For draft drawn in favor of T. J. Campbell, Tax Collector Palm Beach County, account Model Land Company, for 1913 Drainage Taxes	96.00
Aug. 15	3413—Johnson and Company, Estimate No. 6, for work done on West Palm Beach Canal, July, 1914	4,110.35

Date.	Voucher No.	Amount.
1914.		
Aug. 15	3414—N. Barco, Salary and expenses account inspection of State lands in Levy County, bill of Aug. 4, 1914.....	78.45
Aug. 15	3415—The Weekly True Democrat, to ad. sale cedar timber in Wakulla County, bill of Aug. 10, 1914	4.50
Aug. 15	3416—Gulf Coast Breeze, to ad. sale of cedar timber in Wakulla County, bill of Aug. 7, 1914.	4.21
Aug. 15	3417—The Apalachicola Times, to ad. sale of cedar timber in Wakulla County, bill of Aug. 13, 1914	4.88
Aug. 21	3418—Thos. E. Frederick, Balance due on account of contract for survey of lands in Tps. 44 and 45 S., Rs. 35 and 36 E., bill of July 31, 1914....	306.20
Aug. 21	3419—J. Stuart Lewis, Secretary, For draft drawn in favor of H. A. Blake, Tax Collector, Lee County, account Drainage Taxes in Tp. 43, R. 31, of So. States Land and Timber Co.	72.00
Sept. 1	3420—W. H. Ellis, Salary as Counsel, August, 1914	208.33
Sept. 1	3421—C. B. Gwynn, Salary as Chief Clerk, Land Dept., August, 1914	175.00

Date.	Voucher No.	Amount.
1914.		
Sept. 1	3422—Western Union Tel. Co., bill for August, 1914	5.17
Sept. 9	3423—Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum	233.34
Sept. 9	3424—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum	175.00
Sept. 9	3425—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum	175.00
Sept. 9	3426—First National Bank, 90 days' interest on \$10,000.00 at 7% per annum	175.00
Sept. 15	3427—Johnson and Company, Estimate No. 7, for excavation on West Palm Beach Canal, August, 1914	5,567.97
Sept. 15	3428—W. W. White, Expenses inspecting lands in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 18, Tp. 6 N., R. 10 W., bill of Sept. 15, 1914	13.65
Oct. 5	3429—W. H. Ellis, salary as Counsel, September, 1914	208.34
Oct. 5	3430—C. B. Gwynn, salary as Chief Clerk, Land Dept., September, 1914	175.00
Oct. 5	3431—Mary Herring, salary as Stenographer, September, 1914.	100.00
Oct. 5	3432—J. Stuart Lewis, salary as Secretary, September, 1914.	150.00

Date.	Voucher No.	Amount.
1914.		
Oct. 5	3433—Capital City Bank for T. J. Appleyard, envelopes and mounting map, bill of Oct. 1, 1914	2.50
Oct. 5	3434—Western Union Tel. Co., bill for September, 1914.....	.82
Oct. 5	3435—W. H. Ellis, expenses trips to Jacksonville and return, account Miami Engr. and Con. Co., April 30 and Sept. 10, 1914	51.45
Oct. 7	3436—Atlantic National Bank, 60 days' interest at 7% per annum on notes aggregating \$37,500.00	437.50
Oct. 7	3437—Florida National Bank, 60 days' interest at 7% per annum on notes aggregating \$27,500.00	320.83
Oct. 7	3438—Barnett National Bank, 60 days' interest at 7% per annum on notes aggregating \$25,000.00	291.67
Oct. 7	3439—First National Bank, 90 days' interest at 7% per annum on \$10,000.00	175.00
Nov. 5	3440—W. H. Ellis, salary as Counsel, October, 1914.....	208.33
Nov. 5	3441—C. B. Gwynn salary as Chief Clerk, Land Dept., October, 1914	175.00

Date.	Voucher No.	Amount.
1914.		
Nov. 5	3442—Alex McDougall, P. M., postage, October, 1914.....	5.04
Nov. 7	3443—Western Union Tel. Co., bill for October, 1914.....	4.92
Nov. 7	3444—Atlantic National Bank, 60 days' interest on \$20,000.00 at 7% per annum.....	233.34
Nov. 7	3445—Barnett National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Nov. 7	3446—Florida National Bank, 60 days' interest on \$15,000.00 at 7% per annum.....	175.00
Nov. 7	3447—Hudson & Boggs, stenographic fees in Matheson vs. Trustees, bill of Sept. 12, 1914	46.73
Nov. 14	3448—Johnson & Co., Estimate No. 9, for work on West Palm Beach Canal, October, 1914.	4,165.425
Nov. 14	3449—Barnett National Bank, 90 days' interest on \$7,500.00 at 7% per annum.....	131.25
Nov. 27	3450—Board of Commissioners of Everglades Drainage District, Redemption of Certificates Nos. 1003 and 1004 for Drainage Taxes 1913, being Lots 1, Tiers 14 and 16, Tp. 50 S., R. 41 E.....	4.54

Date.	Voucher No.		Amount.
1914.			
Nov. 27	3451—	Z. T. Merritt, Clerk Circuit Court, Dade County, for cancelling Certificates Nos. 1003 and 1004, bill of Nov. 17, 1914.....	1.00
Dec. 5	3452—	C. B. Gwynn, Salary as Chief Clerk, Land Dept., November, 1914	175.00
Dec. 5	3453—	W. H. Ellis, Salary as Counsel, November, 1914	208.33
Dec. 5	3454—	F. W. Harper, Reimbursement for amount paid for Tax Certificate No. 1011, on Lot 29, Subdivisions 1 and 2, Tp. 50, R. 41	3.54
Dec. 5	3455—	H. & W. B. Drew Co., 1 box Carter's Gossamer Carbon, bill of Nov. 11, 1914	3.59
Dec. 5	3456—	Western Union Tel. Co., bill for November, 1914	8.38
Dec. 5	3457—	J. L. Kilgore, Refund of amount paid to remove tax cloud on NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, Tp. 35 S., R. 18 E...	25.00
Dec. 5	3458—	Florida National Bank, 60 days' interest on \$27,500.00 at 7% per annum	320.83
Dec. 5	3459—	Barnett National Bank, 60 days' interest on \$25,000.00 at 7% per annum	291.67
Dec. 5	3460—	Atlantic National Bank, 60 days' interest on \$37,500.00 at 7% per annum	437.50

Date.	Voucher No.	Amount.
1914.		
Dec. 8	3461—Miami Bank & Trust Co., Account Estimate No. 10, of Johnson & Co., for work done on West Palm Beach Canal, during Nov., 1914....	6,000.00
Dec. 11	3462—Florida National Bank, Revenue Stamps attached to renewal notes aggregating \$27,500.00	5.50
Dec. 11	3463—Atlantic National Bank, Revenue Stamps attached to renewal notes aggregating \$37,500.00	7.50
Dec. 11	3464—First National Bank, 90 days interest on \$10,000.00 at 7% per annum, \$175.00; Revenue Stamps attached to renewal note, \$2.00	177.00
Dec. 16	3465—Miami Bank and Trust Co., Balance due on Estimate No. 10, for work done on West Palm Beach Canal, during Nov., 1914	1,435.80
Dec. 16	3466—Frederick K. Seymour, Legal services rendered in Cutting case, bill of Dec. 1, 1914....	150.00
Total Disbursements for 1914		\$218,346.88