

In the fall of 1916 I purchased from A. W. Hopkins through J. H. McCord of Spencer, Iowa, the A. W. Hopkins tract of land in Northern Monroe county, Florida, embracing 207,360 acres. My contract price was to be *approximately \$1.50 per acre* per acre.

Early in 1917 I opened an office in the Real Estate Building in Miami, Florida and offered to sell this 207,360 acres of land to a corporation to be afterwards formed, for the sum of Four Hundred Thousand (\$400,000.00), agreeing to take Seventy-two Thousand (\$72,000.00) Dollars worth of stock in said corporation, and I sold Ten Thousand (\$10,000.00) Dollars worth of equity in this property based on the Four Hundred Thousand (\$400,000.00) Dollar value as follows:

D. A. McDougal, Salupa, Okla. - - - - -	\$10,000.00
Lewis G Freeman, Cincinnati, Ohio ---	5,000.00
C TorstensOn, Milford, Iowa - - - - -	10,000.00
L. H. Dasher, Larkin, Fla. - - - - -	2,000.00
Theo <sup>u</sup> Jenkins, Miami, Florida - - - - -	1,000.00

My agreement with these gentlemen was that I would transfer the land to the ~~Chevelier~~ <sup>Chavelier</sup> Corporation upon the payment to me of Four Hundred Thousand (\$400,000.00) Dollars in the following manner:

(1). Assumption of a *obligations* \$325,000.00 mortgage, given to A. W. Hopkins upon payment to me of \$75,000.00, same to be a second mortgage against the property and would be evidenced by certain promissory notes due at stated intervals. *(300,000.00 with part notes at m)*

(2). In an effort to sell this property at a profit to myself and those who had purchased equity ~~with~~ <sup>from</sup> me, I spent enormous sums of money. In fact my expenditures during the first year and during the prior stages of promotion exceeded the sum of Ninety Thousand (\$90,000.00) Dollars. I visited New York, Chicago <sup>H. F. Mandeville</sup> and other cities, and conferred with such men as Ross L. Clark, Thomas Allen Box, Albert Eugene Cook, Cochran, <sup>Co</sup> McLure, and some of the best real estate men and promoters in America. Had the War not <sup>been</sup> ~~come~~ on there is no question that I would have sold this property ~~and~~ at a profit, and would have divided the profits among those who had paid for interest in same.

In 1917 an examination of the abstract developed an imperfect title, and Paul C. Taylor, Esq. was employed by both the writer and J. H. McCord, representing the owners, to clear this title, but I really believe that had this flaw in title not have been present, that in 1917 or early in 1918 the property could have been disposed of at a profit.

I also found that when I came to take possession of this property ~~th~~ property that the only elevated area of land <sup>on the left side</sup> embraced in same <sup>1/2</sup> the "Watson Place" on Chatham Bend, occupied by one \_\_\_\_\_ Brown who claimed to hold a lease from Hopkins, McCord et al, and upon investigation I found that such was the case. It cost me approximately Four Thousand (\$4,000.00) and the loss of almost two years time to get possession of this property and the surrender of the lease held by Said Brown.

The latter part of 1918 when a payment of the principal sum of the purchase price would fall due I went to Spencer, Iowa and secured an extension of the mortgage held by Hopkins and McCord conditioned on they receiving a land "bonus" of certain land, which were set forth in an agreement <sup>Exhibit 'a'</sup> made at that time, a part of the consideration of which was that Hopkins-McCord and Floete were to <sup>advance</sup> pay

to me the sum of \$12,000.00 which was to be used for the purpose of ~~and~~ <sup>an</sup> effort to divert the Tamiami Trail westward from Miami to Monroe County line and southward through Lee County to the A. W. Hopkins tract, ~~now known as the Chevelier Corporation tract~~. This money was spent and the end <sup>and then</sup> was accomplished as far as agreements were concerned.

<sup>Aug 17 - 1920</sup>  
In the fall of 1919, after being threatened by foreclosure I together with Judge D. A. McDougal, who had purchased equity in the lands <sup>from</sup> me, and Capt. Geo. F. Cook to whom I had given \$5,000.00 worth of stock in the ~~Chevelier~~ Corporation, went to Spencer, Iowa, and although ~~our~~ title at that time had not been perfected, J. H. McCord backed up by Franklin Floete and also backed up by Hopkins and wife who were in Spencer, made what is known as the "Spencer Agreement", and which was signed by all parties concerned, the writer under protest, which provided for the issuing of \$600,000.00 worth of bonds, \$400,000.00 of which was to retire the outstanding mortgage and obligation, and \$200,000.00 of which was to build Monroe County's portion of the Tamiami Trail through the A. W. Hopkins tract.

There was nothing for me to do except sign this agreement although it was usurious and was unfair and I questioned very much that I had the right to sign such an agreement **Because:**

(1) It was directly contrary to the interests of Torstenson, Dasher, Junkins and others from whom I had received money and <sup>was</sup> not joined in <sup>same</sup> by my wife, Maude C. Jaudon.

(2) The purpose of this agreement was to give 160 acres of land with each \$5,000.00 bond.

(3) To convey to a separate company, the Chatham Bend Company, \$14,000.00 acres of land without any consideration to the loss and injury of stock holders in the Chevelier Corporation. said conveyance to be divided in an arbitrary manner: one-sixth going to McCord; One-sixth to Floete; one-sixth to McDougal; one-sixth to Cook; one-sixth to Hopkins: one-sixth to Jaudon.

Manifestly this was unjust and unfair, because Jaudon <sup>and McDougal</sup> ~~was~~ the

principal stock holder<sup>s</sup> and the other four of the six being <sup>Cook a small stockholder</sup> delivered to one small stock holder <sup>shares</sup> and to three parties who held mortgage against the entire tract.

(4) A provision was made for laying off a townsite on the Tamiami Trail embracing one thousand acres and dividing the same up in the same manner regardless <sup>of</sup> the manner in which interest and equity were held <sup>or</sup> any protection to the smaller stock holders or to the families of any stock holders. But there was nothing else to do, - the World War was <sup>just over</sup> on, a sale could not be made on account of bad title to the property; a new loan could not be financed on account of the title not being good, so to protect mine and the smaller stockholders I signed the agreement under protest, and while I have lived up to the agreement to the letter, the other parties have not, in as much as the \$200,000.00 worth of road bonds were not <sup>paid for as</sup> subscribed for <sup>nor</sup> as had been agreed in consequence of which the work on the Tamiami Trail was delayed in such a manner that ~~the possibility is now it will be diverted and not pass through the Hopkins tract.~~

(5). Another provision of the "Spencer Agreement" was, that this land should be trusteeed, the ~~ultimate~~ motive of such a clause has developed that the actual management of the land has passed out of the hands of the owners and that certain things have been done by the trustees that is not to the best interest of the owners, a few of the reasons of which follow:

(a). An oil lease was given on the entire tract to C. L. Freedland, the <sup>purpose</sup> purchase of <sup>the</sup> oil lease was to protect an equal one-eighth part of the oil to the owners who have equity in this tract as their interests appeared, but the lease actually given does not so stipulate.

(b). The town of Pine Crest was laid off; sale agreement made <sup>to</sup> by one W. J. Willingham. The sale of Pine Crest has been arbitrarily managed and to no profit to the holders of equity in this tract.

(c). The delay of the Tamiami Trail and the ~~worthless, wanton~~ and unnecessary expenditure of money and the management of the construction of the work and of the handling of funds has been so lax and inefficient that the interest of all parties concerned has suffered and is suffering. ~~Whereas~~The trustees and other officers of the Chevelier Corporation have acted in a manner which is not to the best interest of the corporation; arbitrary commissions have been allowed, whereas the selling of this property would have been best conserved by a sales organization of the corporation thus saving to the corporation large commissions and profits of third parties.

(d). The bonus lands conveyed by the trustees <sup>Were</sup> ~~are~~ not only <sup>with</sup> the \$400,000.00 worth of bonds covering the first mortgage, but the \$200,000 worth of road bonds although the \$200,000 in road funds had not accrued to the Treasury ~~or~~ the owners of the land; in this connection it is manifestly unjust to the owners of the land to give a bonus of 160 acres of land the value of which was from \$30.00 to \$50.00 per acre as a bonus on a \$5,000.00 ten year 7% bond.

(e). Large sums of money which were raised from the sale of \$200,000.00 worth of road bonds has been diverted for surveys, exploring parties; and <sup>Should have been</sup> ~~is~~ a part of the purchase of the Klipstein lands, ~~on~~ a tract of land which should have accrued and been purchased by the owners of the A. W. Hopkins tract ~~or~~ the Chevelier corporation.

(f). The writer believes there has been <sup>no</sup> ~~worthless~~ waste; that moneys have been diverted from the best interest of the owners of the Hopkins tract; that unnecessary large <sup>Salamo, Hayes</sup> commissions and bonuses have been paid; that the bonus on the bonds were equivalent to confiscation and was usurious and criminal; that the affairs of the Corporation have not been known to the president and the Board of Directors but that it has been administered <sup>Arbitrarily</sup> ~~arbitrarily~~ by the ~~Vice-president and its secretary and Treasurer and in conjunction~~ with the Trustees.

(g) I would like to have determined what the rights, title and equity of J. F. Jaudon and his wife Maude C. Jaudon, <sup>their heirs assigns</sup> are in the

ownership of this 207,360 acres of land.

(7) I would like a court of equity for myself and wife Maude C. Jaudon, <sup>our heirs and assigns</sup> and other owners of equity in this land and that the bonus lands transferred with each \$5000.00 bond and the funds which have been derived from the sale of same be transferred <sup>Charge money -</sup> to the treasury of the Chevelier Corporation or the court, for the use and benefit of the owners in equity of this tract of land. back

(8). I would like for the Court to review the title to this land from January 1, 1917 to <sup>Aug 1st 1928</sup> ~~January 1, 1928~~ and determine if good title was being conveyed by Hopkins to Jaudon; if Jaudon, during the years 1917, 1918, 1919 and 1920 could ~~not~~ have conveyed good title until <sup>perfect</sup> ~~title~~ had been ~~protected~~ by Hopkins; was Jaudon liable to pay Hopkins, Floete and McCord anything on interest and principal until title had been perfected.

(9) I want to ask the court to determine whether a fair division was made in the matter of the Chatham Bend Company acquiring 14,000 acres of land.

(10). I want to ask that the court go into the matter determining the equity of the so-called 1000 acre townsite.

(11). I want to ask the court to take a general review of the entire situation and permit me to enter a court of equity and appoint a Commissioner to take such testimony as may be necessary to determine the rights of this petitioner and his wife Maude C. Jaudon <sup>our heirs etc</sup> and those to whom he sold interest in the W. Hopkins tract of 207,360 acres of land in Monroe and Dade county, Florida.

The purpose of this petition is merely to determine the right title and equity of the petitioner and other equity holders in this property, and its purpose is not to disturb any one who has acquired ~~the~~ title to any part of this property through the Chevelier Corporation or the trustees of the Chevelier Corporation or through J. F. Jaudon and his wife Maude C. Jaudon; in other words, this petitioner prays

to enter into a court of equity to determine his rights and his <sup>and their heirs etc</sup> wife's rights in the premises, but by such procedure he does not desire to disturb or question the title to any purchaser who has acquired title by or from himself and wife or from the Chevelier Corporation.

Notes given <sup>McCord</sup> Hopkins Canceled, set aside and made null & void -

Stock certificates delivered to Court -

The consideration received is not the consideration cited in the deed of conveyance - of - - 1918-17 -

The entire Tenure of the Contract has been changed -

No Widows dower has been cited.

The deed of J. J. M. J. has been read "Several years after..."

The "consideration" has not the same as the "consideration" stated in deed of conveyance.

Pay Book Salaries -

Cancel Bonds - Money -

Criminal