

LAW OFFICES OF
WALTER O. SHEPPARD
EARNHARDT BUILDING
FORT MYERS, FLORIDA

August 17th, 1923.

Capt. J. F. Jaudon,

Miami, Fla.

Dear Captain Jaudon:

Your last letter received, and advising me that I was representing both the County Commissioners of Lee County and Alexander Ramsey & Kerr, Inc., and wish to thank you for that information, because I had no knowledge of that situation prior to your letter advising me thereof, and if it is true I think that it would be a good idea for me to look around for the retainer that I am always supposed to get when I am employed, but which I have not yet received. However it may be as in your case, the one wherein F. C. Warren is suing you, it may be negligence on my part in not asking for a retainer.

I wish to advise that at the meeting of the settlement of our Board with Collier County the matter of your bill was thoroughly discussed, and while our Board admitted no legal obligation to you at all in view of the fact that your contract was on a unit price basis and you had never been given an estimate by the engineer and your contract had been cancelled at your written request without any claim for any expenditures, yet as to such matters wherein the District received actual benefit therefrom, you should be re-imbursed, and the Board decided that the only actual benefit received by the tax payers from your contract was the expenditure for parts for the Monighan machine and the freight from Fort Myers, and the sum of \$20.00 charged for taking care of the oxen.

If there is anything owing to you, or you have a valid claim for any amount, Collier County for and in behalf of Special Road and Bridge District No. 3 has assumed and agreed to pay you. You know that all the road and the District funds were properly turned over to Collier County in the settlement.

On account of my employment by you, and I am just as near employed by you as I am or was by Alexander Ramsey & Kerr, Inc., I obtained for you all that I could, and am herewith enclosing you check for \$181.48, being all of the account that our Board would approve, and that was not approved on a basis of admitting any liability to you.

At the time of the cancellation of your contract, all was sweet and everything sitting pretty with you and

the Collier interests, and you were to have been protected by the Collier interests as all the Commissioners together with myself distinctly remember, and the subsequent change of conditions in regard to your relations with the Collier interest should not operate to the injury of Lee County, who has been injured by the division, and you were a factor in its inception even though you did everything you could later to ward it off. However this has not influenced our Board in the least in acting upon your claim.

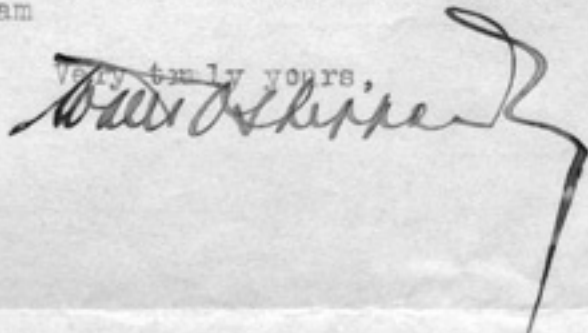
Collier County now has all the road and all the moneys belonging to Special Road and Bridge District No. 3, and has assumed your claim, if you have any.

Our Board acted upon the recommendation of our County Engineer as to what good had been accomplished by you irrespective of the legal liability of the County.

If you are entitled to any more, either legally or morally, then I hope you will be able to collect it from those who are liable to pay the same.

With assurances of my best wishes, and if you will only be sure of my employment by any one when you make the statement, then I am sure that we will get along nicely and the friendship between us will continue to our mutual advantage I hope. I am

Very truly yours,



wos-n

encl/