

Ochopee Florida
August 4th 1934.

Mr. Paul C. Taylor,
Miami Florida.

My Dear Nephew:-

Am attaching a letter which I have drafted and signed; if there is nothing in same which you may think as too drastic or unreasonsable please also affix your signature and forward, suggest a copy to both Wildwood Lumbwe Company Inc, Ochopee and Wildwood Lumber Company Inc. Care Jeffrey Lumber Company, Miami.

As a matter of fact I have not a copy of the agreement with them as Robert seems to have misplaced ~~the~~ same; Albert and Minnette have a copy in Saint Louis but they will not return until winter, they are now down in Texas and I do not know their address.

In selling this timber (or contracting to sell same) to Maxey and Wildwood Lumber Company it was definately explained that they would have to road the land from corner to corner of the Sections---it was not then nor is it now our idea that they would buy any other timber until they had completed cutting ours (except in the instance noted in my letter to them as enclosed).

It was our idea that they would cut one hundred thousand or more pine per month thus earning us at least one hundred dollars or more per month; when they started on cypress (of which we have some two million feet) it was our idea that they would cut much more than one hundred to two hundred thousand feet monthly;--thus on the commission or percentage of 20% of gross with cypress at sixty to one hundred dollars per thousand would create a revenue of pns thousand dollars or more monthly.

They are paying Copeland et al six dollars per thousand for thei pine, (selling them no cypress but cypress in now worth more than pine) even cross tie stumpage is .15 cents per tie; thus if our timber was kut into cross-ties it would pay far more than the lumber price.

It is no entention of myself nor any one else connected with our ownership of this timber to quarrel or dis-agree with Mr. Maxey nor Wildwood Lumber Company Inc.---but the facts are----

- a-----That we own this timber, have contracted to sell it to them at a stipulated price and terms.
- b-----We have permitted the location of their mill on our land for the SOLE and ONLY purpose of cutting our timber.
- c-----We desire to have him or them cut their MAXIMUM production so that our revenue each month can be made as large as possible..
- d----- We desire that they complete their contract with us at as ealy a date as possible so that we may occupy the mill site and all the lands from which they have cut timber and utilize the roads through the property constructed by them in their milling operations.
- e-----We were and are patient in their getting to maximum production.

They are not building roads from corner to corner of sections as contemplated---They are using millsite to cut other timber--thus delaying our revenue for which we sold--We must insist on them not cutting any timber except our own at present mill location--when they have finished cutting our timber they can move the mill. From September on we are depending on a substantial monthly revenue. See if Robert can dig up the contract or get a copy from them, but mail the letter quickly.

As ever yours,

Ochopee Florida.
August 5th 1934.

Wildwood Lumber Company, Incorporated.
Ochopee Florida.

(Attention of Mr. W.J. Maxey, President.)

Gentlemen:-

In justice to ourselves we must most certainly demand a complete re-adjustment and understanding of our relations and contract with you.

When our J.F. Jaudon gave you permission to mill the timber which you might purchase from the Collier interest on Sections 35, & 25 of Township 53 S. Range 30 E. and further gave you permission to haul the logs (bought by you also from the Collier interest) from Section 1 of Township 53 S. Range 30 East through our South west quarter of 36-53-30 --- we did not then nor do we now contemplate that this was but an emergency permission, and permitted you to operate at a time when you could not obtain the timber from our contract to you, and as you explained that you had an immediate need to fill certain orders.

This permission was given some six months ago, and it was not J.F. Jaudon's nor idea that you would require more than a few weeks at most to cut the timber referred to, but on the contrary you have ceased almost entirely to mill and market the timber from our lands but on the contrary have continued to cut from other sections of other holdings altho using our mill site, our right of way of road and tram road etc.

When we entered into this contract with you it was most distinctly understood that the sections owned by us alternated with sections of lands owned by others; that you would have to run your roads (for which we permitted right of ways) from corner to corner of Sections contracted to you, thus eliminating the crossing of any other ownership of land.

You must know how disappointed we have been in the stumpage, or mill cut as shown by your accounts to us on S.W. $\frac{1}{4}$ of 36-52-30 also North half of Section 36-52-30 and also S.E. $\frac{1}{4}$ of 36-52-30.

We also feel that a gross injustice is worked on us in your not remitting us for timber and ties used in constructing your tramway and rail-road tram---we think a monthly statement and remittance should be given to us of such such logs and ties used. Especially is this true when such timber and ties have been used to reach timber other than our own.

It is our further understanding that we were and are to receive a percentage of all products other than lumber; we have not up to date received any remittances covering same.

We think your contract with us covers enough cypress and pine timber to operate your mill for several years; our idea in selling the pine at such a ridiculous low price was that the commissions or percentages on other sales of products would materially increase this price, and that when you reached the cypress and cypress products on percentage basis that we would be having substantial checks each month; we have been disappointed.

We must insist and do require you ,to after September 1st 1934 to confine the operation of your saw mill (located in the South-west quarter of Section 36, of Township 52 S. Range 30 East) to the exclusive cutting of the timber which you have contracted to purchase from us and which we have contracted to sell to you under certain conditions.

We also feel that in justice to all parties concerned that you name a representative and we in turn name one for the purpose of re-checking you operations with us; after September first we will have a representative on the ground daily to the end that there may not be any further mis-understandings.

We fully appreciate your difficulties now and the difficulties you have had in assembling your mill and operating same, but the fact remains that the timber on this land is ours, we have contracted to sell it to you at a low price without any interference from any other source; hence we must again insist that your entire operations be exclusively confined to the cutting of our timber under your contract with us until our timber is exhausted; at which time you can move your mill to other purchases of timber made by you on lands not owned by us.

We think that the above makes our position perfectly clear and we know we have not in the least overstepped our rights nor made requirements which you will concede and be governed accordingly.

All the above is written in the best of intentions to define your future policy definitely, and get our accounts fully balanced up to and including September 1st 1934. to the end that we may after that continue without any friction or mis-understanding.

With highest personal regards. we are,

Very truly yours,

Valmont Corporation

By*****

R.A. Coachman.

Paul C. Taylor.

J.F. Jaudon.