

WM. WHITWELL DEWHURST

ATTORNEY-AT-LAW

OFFICES 8 AND 10 MUNICIPAL BUILDING

ST. AUGUSTINE, FLA.

January 4th, 1918

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Mr. Fredk. S. Morse,
Miami, Fla.

Dear Mr. Morse:-

Reply to yours of the 3rd. Re:- Sale of Township 59,
Range 35.

First, if you are dealing with any Chicago agent who has any arrangement with Mr. Powers you will have to be careful that I am not placed in a position which would require me to pay two commissions.

October 25th. Mr. Powers wrote Mr. Ingraham that the parties who negotiated the Whalen & Badenoch sale had interested a person whom he named and expected to sell him 10,000 acres out of the 30,000 Whalen & Badenoch agreed to buy. The price the purchaser was to pay was \$20.00 an acre. He requested Mr. Ingraham to ask me if I would pay \$1.50 an acre for commission, payable pro rata as deferred payments were made *if he interested this buyer to purchase my lands*

I wrote Mr. Ingraham that he could say to Mr. Powers that if he found a responsible person who would enter into a contract satisfactory to me to purchase my lands at the price of \$20.00 an acre I would agree to pay him \$1.50 an acre for introducing such a customer, such commission to be payable pro rata, that is to say, if the buyer paid one-quarter down and three-quarters in deferred payments, his commission to be paid in the same manner, without interest. I added that because of the Federal Revenue Law I should give a bond for title instead of making a contract evidencing the sale with promissory notes for deferred payments. Probably you know that in determining the Federal Revenue tax promissory notes are considered as cash and if I took notes for large deferred payments I would have to pay the Federal Revenue tax which I never could get back if the notes were unpaid, and if the notes were good the Federal Revenue tax might absorb all the cash payment.

Second, I have been having correspondence with Henry Bradford & Company of Chicago and if Mr. Wright should be dealing with them I should not feel like paying the same commission as if he was introducing a customer.

Third, Answering your inquiry. If you have to share your commission with a broker I am willing to increase the commission which we named, provided I get the same net sum. *a comp. am based on a price*
My own judgment is that the offering price of my Township should be ^{herein} \$15.00 an acre, which is the price that Mr. Ingraham has stated would be the minimum price for the Company's lands. Doubtless any purchaser would try to cut the selling price down. I would consent to have the price cut to ^{about a cash price of} \$12.00 an acre, allowing you and

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Mr. Wright to receive, ^{what would amount to} \$2.00 an acre as commission. I should require \$50,000. cash payment. Out of that I would be willing to pay \$5,000 on account of the commissions. The deferred payments could be five annual payments with interest at 6%, the purchaser to pay all taxes assessed on the property.

In my judgment the customers for this land are to be found in Florida. If ~~the~~ Brooker's tomato field, Northwest of Royal Palm Hammock, was not frosted on New Year's night, this winter's experience will sell the land to Florida growers.

In the territory between Sanford and Miami the value of the truck destroyed by the frost this year will run into six figures, and probably amounts to several hundred thousand dollars.

The freeze of February 2nd, 1917 doubtless extended into Tp. 59 ^{and of 1918} December 9th. the Mercury at Ft. Myers and Ft. Lauderdale went to 32°, Miami reported 38° as the lowest. December 30th. the mercury at Ft. Myers went to 30°, Eustis and Sanford 26° and Miami 34°. No weather map was issued Tuesday, January 1st, and though the Miami Metropolis says that they had a light frost as far South as Royal Palm Park it is probable that there was no frost in that part of Tp. 59 which would feel the effect of the water protection from the Gulf. ^{Key West shows in the weather reports always as about 10° warmer than Miami in the cold waves and Cape Sable is considerably warmer except on very rare conditions.}

When I first came to Florida you could not hold people in Jacksonville because of the several cold winters. The frost line was located North of Sanford and everybody who wanted to settled in Florida, and there were a great many then coming into the State, were persistent to get below the frost line and Orange County and Brevard County settled up rapidly. I am very confident and my experience warrants my belief that we have reached the same conditions with respect to the lands South of Homestead, with this difference, that there was a territory further South than Orange and Brevard Counties, but there is no territory further South than Cape Sable. The nearer the end of the peninsula the lands are located the more valuable and salable they are, and the higher the eventual price will run.

The men who have been frozen out year in and year out will be willing to pay a large price per acre to raise crops salable during the winter months and the prices obtainable will warrant the payment of large prices for land on which such crops can be raised with reasonable assurance.

Another reason why large prices will be paid for these marl lands is that the fertilizer which will stimulate crops thereon can be obtained at a very moderate cost by mixing the Everglades muck land with stable manure. The muck can be obtained on the State canals at practically the cost of transportation.

Any purchaser of so large a tract as mine would expect to obtain the money to pay for the land from sales, and put into the scheme only the cash payment required by the owner and the necessary expenses for advertising and selling. To make that proposition a success he must have a tract of land which will sell without waiting for the completion of a drainage plan.

Horne, Tweedell, Duncan and Livingston all tell me that about 20,000 acres of my land is available for planting as soon as the

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road is extended through it.

Suming up my conclusion I think you had better try to sell all my holdings in Tp. 59, except Section 16, and all of Section 1 and 2, and part of Section 3 in Tp. 60, for a lump sum instead of so much per acre, for the reason that the line between Dade and Monroe Counties is uncertain and will remain so until it is definitely located by a survey accepted by the two counties.

By the plat which the Company has adopted and recorded in Map Book 2, Page 94, Dade County records, by which Sections are made a mile and a quarter long, Sections 6, 7, 18, 19, 30 and 31, six sections of my land, are reduced from one mile in width to about 4,000 feet by the location on this map of the East line of Monroe County. When this line is officially located it may make those six sections more than a mile wide. If the line has been correctly located on the map those six sections instead of being 800 acres, (the area of all the other sections, as platted,) would contain something over 600 acres, and instead of there being 30,100 acres in my tract there would be approximately 29,000 acres.

Section 16 which belongs to the State should be allowed for at an area of 640 acres, making 160 acres in Section 16 as platted on the map to be added to my lands and the States Section 16 instead of being located as shown on the plat is located half a mile North of where it is shown on the map, and instead of being one and one-quarter miles long, extends only one miles North and South and a mile East and West.

As the Company acquired all the land South of Township 58 it was authorized to adopt a map on which the Sections were one and one-quarter miles long.

The grant to the State by Congress of the 16th. Section locates it according to the public surveys. The public surveys have fixed the South line of Township 58 and the North line of Township 59 so that according to such surveys the North line of Section 16 in Township 59, Ranges 32, 33, 34 and 35 is two miles South of the South line of Tp. 58 and the South line of Section 16 is three miles South of this Township line.

To avoid any complication because of the uncertain location of the boundary line between Dade and Monroe Counties I prefer to name a lump sum in the sale of my holdings and arrange with the agent who introduces a purchaser to pay him a lump sum, instead of selling the land and paying a commission at so much an acre. The contract, however, should provide for giving deeds upon payment of a named sum per acre. Sales would be made according to the plat adopted by the Company.

It is probable that before any sales were made in Sections 6, 7, 18, 19, 30 and 31 the line of Monroe County would be settled. If this was not done I could not require payment for any lands sold West of the Range line between Ranges 34 and 35 as shown on the Company's plat and if the purchaser by the form of his deed took more land than is shown he would get it without having to pay me for it.

Of course I ought not to have lost all the acreage deducted from the lands acquired by the Railway Company in Ranges 35 and 36, but as per

There was no protest *John W. DeLoach*