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3/21/21

SUBJECT: Ingraham Highway.

J. B. McGrary Co.,  
Atlanta,  
Georgia.

Gentlemen:

We are in receipt of your ~~favor of~~ the 17th inst., addressed to us at Miami, Fla., which we have read with a great deal of interest.

We hardly think you have overlooked the interest of your Company in taking the additional work in Monroe County so much as you have hurt our interest and caused us loss of time in the manner in which you have carried on the additional work, and the slowness in getting the work done (it not yet being finished) has prevented us getting onto our lands and thus we have lost the opportunity of making sales in that territory.

The reason why we have not been able to give you a contract for the completion of the road in Monroe County is as we have explained to you time and time again, we could not issue a contract until you had completed what you had and put the road in condition so we could travel over it and show the lands in that district to our Trustees in order to get their permission to continue the road through Monroe County.

We are not responsible if you conveyed a wrong impression to the Directors of your Company, when you were in our office, I think it was last July, or possibly early August, while discussing with you the importance of getting the road finished which you had then under contract, together with the additional one thousand feet to take the road out of the swamp where you had stopped to bring the road onto high land, we told you if you would get busy and complete the road together with this additional one thousand feet, rock and finish it so we could travel over it onto our lands by November 1st, 1920, we would give you a bonus of one thousand dollars. This you failed to do and under date of March 17th, 1921, nearly five months after this date, you write "I hope to finish this contract soon, and close up all agreements to date."

Had you carried out your promises and contract to have the road completed we could have used it to carry prospective pur-

chasers over it onto our lands, but because of the incompleted condition of the road we have been compelled at great expense to carry prospective purchasers onto our lands by motorboat. A trip of this nature costs us over \$500.00, so you can understand the great loss to us of this incompleted road, besides the greater risk of losing our customers. Had the road been completed ready for travel we could have sold large areas there, but to take a customer by auto to Monroe County line and then have to ask them to get out and travel the rest of the way on foot is not conducive to interesting them in land purchases. These losses we have had to contend with through your not carrying out your contract on time. We have lost we think many times the \$1000.00 bonus we promised if you completed the road by November 1st, 1920.

As to your claim for losses from this work, it seems to us you are confusing the losses you are sustaining on the Tamiami Trail with the work on the Ingraham Highway. At the price we are paying if conducted in a business manner you should have made money on the Ingraham Highway which would have helped to offset some of your losses on the Tamiami Trail, but it looks to us as if your efforts had been made to put all your force, time and attention to the Tamiami Trail and more or less neglecting our work.

As to the February estimate, our Mr. Livingston while in the office a day or two ago stated there had been so little work done on our work as hardly would justify an estimate being made. We are wiring Mr. Livingston today as per copy of telegram attached hereto.

Yours truly,

President.

H-s.  
Encl.

Copy to J. B. McCrary, J. B. McCrary Co., Miami, Florida.

Copy to Pepper & Potter, Miami, Fla.

Acknowledging yours of the 19th, with letter from J. B. McCrary Co. attached.