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January 17, 1920

Mr. Sidney Harrison, Sec'y.,
Model Land Company,
St. Augustine, Florida.

REFUND-CARLTON MARSHALL
PURCHASE CAPE SABLE:

Dear Sir:

I am enclosing herewith your office file which you personally handed to me just before the Holidays on my way home from the little vacation trip.

After talking over the matter you requested that I confer with Mr. Dewhurst and ascertain just what he considered necessary to close up the case, which I did, and am now enclosing the Agreement or receipt duly signed as suggested by Mr. Dewhurst, and also duly acknowledged notice of cancellation of the former land purchasing agreement entered into by Carlton Marshall, deceased and F. J. Powers as Agent for the Model Land Company.

At the request of Mr. A. D. Marshall, Attorney in Fact for all of the heirs of his deceased brother I gave him a receipt for his files to show that this release had been signed and setting forth that the entire amount of \$640.00 was being paid to the widow of the deceased, copy also attached.

The whole matter has been closed up exactly as suggested by Mr. Dewhurst with the exception that he thought the Senior Warder of Dorset Lodge #140, F. & A. M., Ft. Lauderdale, Florida, should join in signing these papers on account of being mentioned in the last will as one of the Executors. Upon investigation I find that the Senior Warder of this Lodge, at the time of the death of Carlton Marshall was a party named Phipps, and since which time he has left Ft. Lauderdale and his present whereabouts are unknown.

Upon seeing the Hon. J. F. Bunn, County Judge, I was informed that Mr. Kennedy, duly qualified as Executor at the time, but that the above mentioned party, Phipps being practically a stranger to all the heirs, and also his whereabouts being unknown did not qualify, nor was it desired by any of the heirs that he should.

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Therefore, I did not obtain the signature to the papers and do not presume under the circumstances that Mr. Dewhurst will consider it necessary.

One of the considerations agreed upon with Mr. A. D. Marshall, as Attorney-in-Fact for the heirs in signing this release was, that the amount of \$640.00 to be refunded be placed in the Farmers Bank & Trust Company of West Palm Beach to the credit of Victoria B. Marshall with instructions that it should be paid to her in monthly installments of \$100.00 each on the first day of each month until the full amount is paid. It is suggested that this be done by the Bank mailing her proper draft at her address, which is Pompano, Florida.

If it will be of any assistance to your office and you would care to send your draft or voucher to me, I will see that it is placed in the Bank and proper instructions given for its disbursement according to my agreement with the heirs.

Yours very truly,

FJP/B