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PERSONAL:

August 6th, 1917.

Mr. J. E. Ingraham,
P r e s i d e n t,
St. Augustine, Fla.

Dear Mr. Ingraham:

I am returning, herewith, Mr. Cooper's letter of July 28th received with yours of the 2nd inst. regarding complaint against Mr. Powers.

By request over telephone Mr. Powers came up from Homestead to see me on last Saturday when I took the matter up with him, showing Mr. Cooper's letter to him. After reading the letter over carefully he denounced Mr. Cooper's statements from beginning to end as being untrue, and acted as though he wanted to leave the office that minute and hunt Cooper up for a personal settlement. I persuaded him, however, that the better course was not to be too hasty if he wanted to please you.

In regard to the accusation made in the third paragraph of Mr. Cooper's letter to the effect that Mr. Powers had stolen \$8,000.00 from him. Mr. Powers states that they had a definite and positive agreement made in the presence of Mr. Smith and others as to what commission Mr. Cooper was to receive from the sale to Untemyer et al, and that when the sale was consummated this commission was fully paid over to Cooper by check, the transaction being made in the Bank of Bay Biscayne, and the President of the bank making out the check, and that this positively closed the deal with Cooper and was according to contract.

That some months later he had some further dealings with the same parties for whom he had sold this property and in settlement or part payment of his services these people sent him a \$8000 note duly endorsed to Powers which had been given them by Smith, Untemyer and Baker in the above purchase; Powers advised Smith that he held the note and as he needed the money made a proposition to Smith to discount it 5% if he would arrange to pay it them instead of waiting until it fell due, which Smith agreed to do and which was carried out, however, this transaction was entirely separate and apart from the sale in which Cooper figured and had no connection whatever with Cooper's commission.

Concerning the next paragraph in which Cooper accuses Powers of embezzling money from a customer, Mr. Powers states he knows nothing about it, and suggests that you have them furnish you with the name of the customer to whom they refer. He knows of only one customer who was dissatisfied with his purchase, whose name was Nelson, and to whom the Company refunded \$500.00 the amount he had paid in on the land, and that this same party is now indebted to Mr. Powers for supplies which he furnished.

Mr. Powers told me last Saturday that he thought he had letters in his files from Mr. Butterworth which would show conclusively that Butterworth dealt directly with Powers and that he did not even know Cooper or had never heard of him until at least 30 or 90 days after he had started negotiations with Powers on the sale of the Company lands to Badenock and others. I suggested that he look over his files and see if he could locate these letters, and that I would hold off replying to your letter until today (Monday). I suggested that I would try and see Mr. Smith in the meantime, and Mr. Powers said "Why not have him come up here to the office right now." to which I saw no objection, but on telephoning his office was informed that he was out of town for a week or ten days I asked Mr. Powers if there would be any objection to writing Mr. Butterworth about the matter, in as much as Cooper suggests that Butterworth would back him up in his statements, and Mr. Powers stated he would be glad to have you write him and furnished me his name and address as, Mr. Wm. M. Butterworth, Suite #921, Ft. Dearbourne Building, Chicago, Ill.

Mr. Powers came back today and stated that he was unable to find Mr. Butterworth's letters, but stated he had decided to write him himself and showed me a copy of his letter, which I suggested we send to you and to which he did not object, and copy of this letter is therefore enclosed herewith.

Mr. Powers and I discussed the matter at considerable length and I could write you many pages as to what he has to say with reference to Cooper's character and Smith's business dealings, but he advises me this afternoon that he has decided to take a trip to Chicago in the interest of consummating the Company sale to Badenock et al, and that he wishes to stop off at St. Augustine and take this matter up personally with you. He expects to leave here tomorrow and will probably be in St. Augustine on Wednesday.

After hearing Mr. Power's side of the matter from himself, if you desire me to continue any further investigation here, I will of course be glad to do so.

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Mr. Cooper is still in Miami, ~~xxx~~ Company "M" to which he belongs
having been ordered in camp here, subject, of course, to orders
to move at any time.

Yours very truly,

FJP