

939

C O P Y.

H. P. COOPER

WILLIAM De SHETLEY

H. E. HARE

COOPER & HARE  
CAPE SABLE LANDS

Miami, Florida,

July 28th, 1917.

Mr. J. E. Ingraham,  
Pres. Model Land Co.,  
St. Augustine, Fla.

Dear Sir:-

As I am soon to leave with the National Guard for the Training Camp, and am unable at the present time to make a visit to your city to talk to you personally, I take this means of bringing to your attention a very vital matter to me, and which I trust in your position of authority you will see that justice and right shall reign, and that you will protect me, and see that the high principles of your Department shall remain unshaken.

First I wish to say that through experience and personal dealings with your Resident Agent at Homestead, Fla., Frank J. Powers, I have had proven to me that the remarks and accusations made by others as to his dishonesty and unreliableness, are the Gods straight truth, and is the direct cause of my having to write this letter to you now, for in the incident that I am going to relate in this letter he is your representative in that he is the Land Departments Agent in the territory south of Miami.

My first personal relations with Mr. Powers began about two years ago, at the time that I sold a large tract of land at Cape Sable through him to W. P. Smith, Samuel Untemyer and Judge Baker. Since the time that we closed that deal, I have secured positive evidence that he stole over six thousand dollars out of the commissions, this amount of money was to have come to me, and he never was able to account for my not getting it, yet still trusting the man, I took his flimsy excuses and said nothing more to him about it, but just recently found for a fact that he had deliberately taken this amount, and had lied to me, as well as proving himself a thief, and this was the treatment that I received for my kindness in turning this deal over to him and allowing him to make some money on the side besides his position with your Company.

Well after this deal was closed, the parties to whom we sold the tract, placed the land jointly in our hands for retail, which business we conducted for considerable time. But even then he misrepresented facts regarding such lands as were sold to our customers, and did finally embezzle some money from one customer, who came to me in company with his wife and related the facts concerning the money that Powers had stolen from him, supposedly to buy supplies, which supplies have never been bought to this day. These facts I related to W. P. Smith, as also did the customer from whom Powers had secured this money, and Mr. Smith to uphold the integrity of his company, The Cape Sable Development Co., promptly refunded the money to the customer in order to hush the matter up.

939

No. 2.

These facts I am relating to you just to prove to you that I am not a "kicker" with a "grudge", but all this can be proven and should you come down here and make investigations regarding your agent, you could very easily find out a great deal more that would be to your Company's future advantage.

Now the matter that I have in mind that I am writing you about and ask your protection for me, is the sale of a large tract of Cape Sable land that was sold this last winter to Mr. Badenock, of Chicago, through Mr. W. M. Butterworth, but which deal has not as yet been finally closed, but which deal I am fully acquainted with the facts concerning, and which deal is supposed to be closed within a very short time, regardless of the fact that the Land Company cancelled the option papers covering this land to save having to pay income tax on this amount of money, still it is an understood fact that the papers covering this deal remain the same between the parties concerned.

When Mr. Powers and I started to selling Cape Sable land in partnership for the Cape Sable Development Co. he agreed with me that any customers that I had for Cape Sable lands that couldn't be satisfied with the lands belonging to the Cape Sable Development Co., to bring them to him just the same, and he would place them on the lands belonging to the Model Land Co., the Florida East Coast Ry, the Jennings Tract, or the Dewhurst lands, and divide with me EQUALLY whatever the amount of the commissions from the sale of the lands, this would enable him to sell a lot of land that he wouldn't have otherwise have sold and at the same time allow me to make more money that I would have otherwise have made.

Well some time after we sold the Cape Sable tract to Mr. Smith, Mr. Untemyer and Judge Baker, Mr. Butterworth came to me and inquired for information regarding the Cape Sable section. I went into the matter fully with him, and he then asked me to take the matter up with Mr. Powers and get locations, prices etc. regarding those lands. All this I did and got Mr. Butterworth so much interested that he came to me and informed me that he was going to Chicago where he knew that he could raise the money from former clients of his, and come down and buy a large tract in that section. Mr. Butterworth was distinctly a client of mine, and so stated himself, and Mr. Badenock and other associated with him, and I have letters ~~in~~ in my possession from Mr. Butterworth that confirm my statements.

When Mr. Butterworth came down last winter to look the land over and the details covering the deal were agreed to, I happened to be out in California, and he had to complete all the arrangements without my help and presence, but I returned from California before he left for the North again, and he personally told me all the details concerning the deal, and told me if I had any trouble with Mr. Powers in getting my commission, for he knew how unreliable Powers was, that he would gladly go on the witness stand and testify in my behalf and see that I did get my share of the commission from this deal when it is closed.

A few days prior to this conversation with Butterworth, I had met Powers on the street and asked him concerning this deal, the facts of which I had already received from another source, and he deliberately lied

939

No. 3.

to me concerning the entire transaction, and even went so far as to state that the parties who had bought this land were altogether another crowd from the ones that Butterworth had anything to do with, and that he was sorry that I had no interest in this deal.

This deal would never have been made had I not personally interested Mr. Butterworth in the land first, and at the time that I did interest Butterworth in this matter, Powers told me that he would divide whatever commission he received equally with me, and I now appeal to you to see that right and justice is carried out, for you have the whole matter right in your hands.

I have discussed the entire matter with Mr. W. P. Smith, of the firm of Shutts, Smith & Bowen, who is a cousin of mine, and he advised me to write you the full facts regarding the matter, and that you would see that I got the commission I am entitled to from this deal, for knowing Powers as I do with the experience I have had from him, I know that unless you see that this matter is handled in the right manner I will never get my money unless I resort to the Courts for justice.

Mr. Ingraham, I dislike to take so much of your time for this matter, I dislike even more to go to law for justice, but I have to go in the army now and leave my family, and I cannot be here to look after my interests, and I must get all that is coming to me to help my family while I am away for they need every cent of the money I can accumulate for them before I have to go, and I appeal to you to help me, if you are in a position to do so, when this matter is closed, but if you are not then I will have to seek relief in other ways.

I trust that you appreciate my position from the facts that I have laid before you, all of which is absolutely true, and that as the head of the Model Land Company, see that your agents carry out their agreements to other licensed agents, when customers are turned over to them, and to see that they do not take advantage of their positions to rob others of what is rightfully theirs.

I will have to leave for army service the 5th day of August and will not be able to be here again after that date, but I beg of you to keep these facts before you, and when this deal is finally closed to see before you pay over one cent of the commission to Powers, to see that I get my share and he lives up to his agreement.

Any correspondence that you may wish to have concerning this matter, you will please take up with me, prior to August 5th, after that date, Mr. William P. Smith, of Shutts, Smith & Bowen, will handle the matter for me, as a relative, and all that you may do will be appreciated by me.

Thanking you for your kindness and trusting that you will protect me and uphold the high policy of your company, I am,

Yours very truly,

(Signed) Harry P. Cooper.



939

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