

declare some fixed rule for the payment of costs in all such cases, and in so doing, that they provide some means of imposing them upon the defendant, either by directing that they shall be included in the costs the Circuit in Court against the defendant on conviction, or that he pay them on being committed or held to bail, with the right to be reimbursed by the State in case of his ultimate acquittal.

Your Excellency is better informed of the present condition of the suit instituted to determine the question of boundary between Georgia and Florida, and of the steps that have been taken to bring it to an end, and can therefore best advise the General Assembly on the subject. I believe the action of the General Assembly is all that is wanting to close the controversy in a manner honorable to both States.

I am very respectfully, &c.,

M. D. PAPY.

---

**REPORT**  
OF THE  
**TRUSTEES**  
OF THE  
**BOARD OF INTERNAL IMPROVEMENTS.**

---

TALLAHASSEE, Nov. 17, 1858.

To His Excellency, MADISON S. PERRY, Governor of Florida.

For the information of the General Assembly, the following statement of the transactions of the Board of Trustees of the Internal Improvement Fund, since the last report, is submitted.

With the view of carrying out so much of the Internal Improvement law as makes a grant of the alternate sections of land on the line of the several Railroads, the Trustees on the 29th of December, 1856, adopted the following mode of allotment, viz:

"That there is hereby set apart to the several Railroad Companies entitled to land, all the Swamp and Internal Improvement lands lying within six miles of their several roads, and which are embraced in the odd numbered sections and fractional sections, and there is reserved to the Internal Improvement Fund all the land embraced within the even numbered sections or fractional sections.

"That whenever the greater part of any section shall be within six miles of any Railroad the whole of said section shall be deemed to be within six miles of said Railroad, and whenever the greater part of any section shall be more than six miles of any Railroad the

whole of said section shall be deemed to be more than six miles from said Railroad.

"That if it shall result by the distribution of lands, by odd and even sections, that either the Railroads or the Internal Improvement Fund shall get more than one half of all the Swamp and Internal Improvement lands, then the said Railroad, or the Trustees of the Internal Improvement Fund, as the case may be, shall surrender to the other a sufficient quantity of lands to equalize the two, which lands shall be selected by lot from the unsold lands within six miles."

On the same 29th day of December, 1856, on the proper certificate that the iron had been laid on the first ten miles of the Florida Rail Road, the Trustees agreed to endorse the guaranty of interest on twenty thousand dollars of the equipment bonds, of the Florida Railroad Company, being at the rate of two thousand dollars per mile. It being also certified that twenty miles, in addition to the first ten miles of said road has been graded, and the pre-requisite of the law being complied with, the Trustees on the same day agreed to guaranty the interest on one hundred and sixty thousand dollars of the Bonds of the said Florida Railroad Company, being at the rate of eight thousand dollars per mile.

On the 3d day of January, 1857, the Trustees accepted a proposition in behalf of the Tallahassee Railroad Company, to pay the interest on the bonds of said Company held by the Trust Fund, by giving other like bonds at ninety cents in the dollar, and by depositing the coupons on all the remaining bonds with the Treasurer.

On the 16th day of May, 1857, on the application of the Florida Railroad Company, and being furnished with the necessary certificate and affidavits, that twenty miles of the Florida Railroad in addition to the first thirty had been graded, the trustees agreed to endorse the guaranty of interest on one hundred and sixty thousand dollars of the bonds of said Company, being at the rate of eight thousand dollars per mile. On the same day, on the proper certificate that the iron on twenty miles additional to the first ten had been laid, the guaranty of interest was resolved to be endorsed on forty thousand dollars of the Equipment Bonds of said Florida Railroad Company, being at the rate of two thousand dollars per mile.

On the same 16th day of May, 1857, the lands embraced within the even numbered sections, and within six miles of the several Railroads, and which had been reserved from sale, with a view to their allotment between the several Companies and the Trust Fund, were made subject to purchase—the Swamp lands at the enhanced price of two dollars and fifty cents per acre, and the Internal Improvement lands at the valuations already fixed.

On the 20th day of June, 1857, the Trustees agreed to receive from the Tallahassee Railroad Company, in payment of the amount due the Sinking Fund by said Company, its bonds issued under the Internal Improvement law at their market value, to the extent of the

amount due. The Sinking Fund was intended as a means to pay off the principal of the bonds, and hence the Trustees are specially authorized to apply it to the purchase of the outstanding bonds of the Company making the payment. It could make no difference therefore, whether the amount due the Sinking Fund was exacted in money and then invested in bonds, or whether the payment was made directly in bonds. The same result follows.

On the 14th day of July, 1857, the guaranty of interest on Equipment Bonds of the Tallahassee Railroad Company for the remaining five and three quarter miles of said road amounting to eleven thousand dollars, was resolved by the Board.

On the 16th day of September, 1857, on the usual certificate that thirty miles of the Florida Railroad, additional to the first fifty miles, had been graded, the Trustees agreed to endorse the guaranty of interest on the bonds of said Company for said thirty miles, amounting to two hundred and thirty-four thousand dollars. The iron rail within the jurisdiction of the State, and intended to be laid on this portion of the road was of fifty-eight and one-half pounds weight to the yard, and the Trustees resolved to reduce the amount per mile, of the bonds, the interest of which was to be guaranteed by the Trust Fund in a ratio corresponding with the reduction of the weight of the iron rails below the standard of sixty pounds to the yard. Hence in the instance just mentioned, seven thousand eight hundred dollars per mile were all that were allowed.

On the same day it being also certified that the iron had been laid on twenty miles additional to the first thirty of the Florida Railroad, the Trustees agreed to endorse the guaranty of interest on forty thousand dollars of the Equipment Bonds of said Company, being at the rate of two thousand dollars per mile.

On the 12th day of October, 1857, on the proper certificate that the Pensacola & Georgia Railroad Company had continuously graded thirteen miles of their road bed, and that the necessary quantity of iron, weighing fifty-one and one-half pounds per yard, to lay the same was within the State, the Trustees resolve to endorse the guaranty of interest on the bonds of said Company, at the rate of six thousand eight hundred and sixty-six dollars per mile, amounting to eighty-nine thousand two hundred and fifty-eight dollars.

On the 20th day of October, 1857, the Trustees were informed that an arrangement had been made for an exchange of Internal Improvement Bonds, for bonds held by the Comptroller on account of the Seminary and School Funds, and on the request of the several Railroads Companies, the following resolution was adopted, viz:

"Resolved, That out of the first moneys received by the Treasurer of this Board over and above the sum necessary to be reserved for payment of interest for three years upon Internal Improvement Bonds outstanding, and to be issued, the Treasurer is authorized and instructed to invest the same, if the Comptroller so desire, in prefer-

ence, in the Internal Improvement Bonds held or to be held by the Comptroller on account of the Seminary and School Funds, at such rates as shall replace to said funds the sums paid by said Comptroller therefor, with seven per cent interest thereon."

On the same day, it was "Resolved, That the Treasurer be and he is hereby authorized to invest or exchange the claim against the State of Florida amounting to thirty-five thousand dollars, and also the six per cent. North Carolina Bonds amounting to nineteen thousand dollars in the Bonds of the several Railroad Companies issued under the Internal Improvement law, taking said Bonds at eighty cents in the dollar and passing the North Carolina Bonds off at ninety cents in the dollar."

On the 5th day of November, 1857, the following resolution was adopted, viz:

"Resolved, That to the extent of fifty thousand dollars the Trustees will at any time they may be desired by the Comptroller of this State, exchange the Land Bonds or other securities held by them, for the Internal Improvement Bonds held by him for the School and Seminary Funds."

On the 25th November, 1857, on the proper certificate that the iron had been laid on the first thirteen miles of the Pensacola & Georgia Railroad, the Trustees agreed to endorse the guaranty of interest on twenty-six thousand dollars of the Equipment Bonds of said Company, being at the rate of two thousand dollars per mile.

On the 5th day of December, 1857, the Trustees agreed to guaranty interest on bonds of the Florida Railroad Company for two miles of siding and Y track at the rate of seven thousand eight hundred dollars per mile, the iron weighing fifty-eight and a half pounds per yard, amounting to fifteen thousand six hundred dollars.

On the 10th day of February, 1858, the Board adopted the following resolutions, viz:

"Resolved, That the Treasurer is authorized to purchase when in funds, forty-five thousand dollars of the Bonds of the Florida, Atlantic and Gulf Central Railroad Company at ninety cents in the dollar, the first coupon for interest off, a similar amount having been invested in the Bonds of other Companies for the purpose of aiding the Internal Improvements of the State, contemplated by the act creating said fund."

"Resolved further, That the funds authorized to be invested by resolution of 20th October, 1857, remaining in the hands of the Treasurer, be retained by him for the purpose of the above resolution."

On the eleventh day of February, 1858, the following preamble and resolution were adopted, viz:

"WHEREAS, Information is lodged before this Board that the section of thirty miles of the Florida Railroad between the fifty and

eighty miles from Fernandina was not graded continuously, and the cross-ties furnished at the date of the certificate of F. L. Dancy, Special Engineer, of the 18th of August, 1857, and that the said certificate of F. L. Dancy to that extent is erroneous, and that the said Florida Railroad Company was not entitled to the Bonds guaranteed on said certificate; Therefore,

*Resolved*, That the Secretary communicate the above fact to said Dancy and request from him an explanation."

A copy of the above preamble and resolution was forwarded to Col. Dancy by letter, dated 12th February, 1858, directed to Palatka, and another copy directed to Orange Mills, was forwarded April 17th, 1858. No reply thereto from Col. Dancy has ever been received.

On the 3d day of May, 1858, the following preamble and resolutions were adopted, viz :

"WHEREAS, it is represented to this Board that the Florida Railroad Company has failed to construct so much of their said Road as is now completed, in conformity with the specifications of the Act to Encourage a Liberal System of Internal Improvements in this State, and the modifications thereto, assented to by the Trustees; And, whereas, It is also represented that the said Company has failed to lay down the iron on the section of thirty miles from the fifty mile point on said road, as required by the condition of the bond given by said Company, of date the 22d day of August last; therefore :

*Resolved*, That L. W. DuBois, and should he decline, then Wm. Dial be, and he is hereby appointed, at a fair compensation, to examine and report to the Board at the earliest moment, upon the manner in which said Railroad has been constructed, and whether such construction has been, and is, in conformity with the Act to establish a Liberal System of Internal Improvement in this State, and the modifications thereto; and if not, that he report in what particulars the said Company have failed to comply with said Act; and also, that he examine whether or not the iron has been laid on the last section of thirty miles, and if not laid, how much remains to be laid, and if laid when the same was completed."

*Resolved further*, that the Governor is hereby authorized to employ counsel, at a reasonable compensation, to institute suit on the bond given by the Florida Railroad Company to lay the iron within six months on the last section of thirty miles, or to adjust with said Company the damages which may have resulted to the Trust Fund from the failure of said Company to lay said iron within the time prescribed by law."

Both Mr. DuBois and Mr. Dial having declined to act under the above recited resolution, the Board at a subsequent day, appointed Mr. John Bradford to perform the service required by said resolution, who afterwards, and after having made the examination required, made a report to the Board, of which a copy is annexed.

On the 4th day of May, 1858, at the request of the Comptroller, it was

*Resolved*, That the Treasurer of the Board exchange with the Comptroller of the State, the Governor consenting thereto, fifty thousand dollars of Tallahassee Railroad Bonds for the same amount of Florida Railroad Bonds, now held by the Comptroller, belonging to the School and Seminary Funds."

On the same 4th day of May, 1858, the Trustees agreed that the Alabama and Florida Railroad Company was entitled to the benefit of the Internal Improvement Law.

On the 11th day of May, 1858, the Trustees resolved to endorse the guaranty of interest on the Bonds of the Pensacola & Georgia Railroad Company, for twelve miles additional to the first thirteen miles, as of the 1st day of February, 1858; (that being the day on which the said Company were entitled to demand and received the same,) at the rate of seven thousand two hundred dollars per mile. They likewise agreed to increase the number of Bonds for the first section of thirteen miles, for which, by resolution of 12th October, 1857, but six thousand eight hundred and sixty-six dollars per mile were allowed, to the like amount of seven thousand two hundred dollars per mile; so that the amount of Bonds of said Company for the whole distance of twenty-five miles, the interest of which has been guaranteed by the Trust Fund, in addition to the Equipment Bonds, is one hundred and eighty thousand dollars.

The increase in the amount allowed to the said Company, above stated, was the result of the opinion of the Trustees, produced by a statement submitted by the President of the Company, that the sum of six thousand eight hundred and sixty-six dollars per mile was insufficient to procure the iron rail, chairs and spikes; and that in estimating the amount to be allowed, the chairs and spikes should be considered.

On the proper certificate that the iron had been laid on the section of twelve miles, additional to the first thirteen of the said Pensacola & Georgia Railroad Company, the Trustees, on the same 11th day of May, 1858, resolved to endorse the guaranty of interest on twenty-four thousand dollars of Equipment Bonds of same Company, being at the rate of two thousand dollars per mile.

On the 27th day of July, 1858, on the proper certificates and affidavits that the grading had been completed, and the necessary iron within the State for eleven and a half miles of the Florida Atlantic, and Gulf Central Railroad, the Trustees agreed to endorse the guaranty of interest on the Bonds of said Company, at the rate of seven thousand three hundred and thirty-three dollars per mile, (the iron weighing fifty-five pounds to the yard,) amounting to eighty four thousand three hundred and twenty nine dollars.

On the 16th day of September, 1858, the following preamble and resolutions were adopted, viz :

"Whereas, The Act to provide for and encourage a Liberal System of Internal Improvement in this State, authorizes the construction of a Canal from the waters of St. John's River on Lake Harney, to the waters of Indian River. And whereas, The Board of Commissioners have duly organized and petitioned this Board for aid to make a survey; Therefore,

"Resolved, That a sum sufficient—not to exceed two thousand dollars—to defray the expenses of one Engineer for making a full and correct survey of the route of said Canal, together with a map, estimates, and report, be advanced to said Commissioners out of the Internal Improvement Fund.

"Resolved, That said Canal Commissioners are hereby authorized to select the Lands granted in the 17th section of the above recited Act, whenever in their judgement may seem best; provided, no selections be made within fifteen miles of the lines of Railroad embraced in section four of the above mentioned Act."

On the same 16th day of September, 1858, resolutions of a convention held at Orange Springs, asking a grant of alternate sections of land on the Oclawaha River, to aid in clearing out said river, were presented to the Board, whereupon the following resolution was adopted, viz :

"Resolved, That the Board of Trustees will grant proper portions of Swamp Lands, alternately, not exceeding one section alternately, one mile deep on both sides of the Oclawaha River, from its mouth to Lake Ahapopka, to any person or persons who will undertake to remove the logs, sand bars, and rafts, and make the necessary cuts and ditches to deepen the channel of said river, with the view to reclaim the Swamp Lands adjacent thereto, so that the same shall thereby be enhanced in value; and that the Governor be requested to communicate this resolution to the Chairman of said convention."

On the 13th day of November, 1858, the Trustees agreed to endorse the guaranty of interest on seven thousand dollars of Bonds of the Pensacola & Georgia Railroad Company, for building the Suwanee River bridge—that being the amount necessary to pay for the work as far as it has progressed.

On the 17 day of November, 1858, the following Resolution was adopted, viz :

"Resolved, that the resolutions adopted 29 December, 1856, allotting and deviding the lands between the several Railroad Companies and the Trust Fund, be so modified that whenever the greater part of any legal subdivision shall be within six miles of any Railroad the whole of said subdivision shall be deemed to be within six miles of said Railroad, and whenever the greater part of any legal subdivision shall be more than six miles of any Railroad the whole of said subdivision shall be deemed to be more than six miles from

said Railroad, and that to carry out and effect this deviation, the compromise limit adopted by the Federal Government, of lands within the said six miles is hereby adopted: Provided that no sale heretofore made by any Railroad Company under the deviation aforesaid shall be in any wise affected hereby."

Annexed hereto are copies of the accounts of the gross receipts of the Florida Railroad Company, the cost of transportation and repairs, and the nett receipts of the said Company for the six months ending 31st August, 1857, and for the six months ending 28th February, 1858, furnished by the officers of said Company.

No similar account has been received from said Company for the six months ending 31st August, 1858, nor have the Pensacola & Georgia Railroad Company complied with the provision of law which requires a like report from that Company. By order of the Board  
M. D. PAPY, Sec'y.

## MR. BRADFORD'S REPORT.

TALLAHASSEE, FLORIDA, JUNE 1st, 1858.

*Board of Trustees of the Internal Improvement Fund:*

GENTLEMEN—Immediately after receiving your instructions I went to Fernandina, where G. W. Call, Esq., one of the officers of the Florida Railroad Company, politely placed a hand-car and other facilities at my disposal, to promote the object of my visit. Having made a careful examination of that part of the Florida Railroad on which the track has been laid, I beg leave to make the following report :

My instructions were as follows: "To examine and report upon the manner in which the Florida Railroad has been constructed, and whether such construction has been, and is in conformity with the act to establish a liberal system of Internal Improvements in this State, and the modifications thereto, and if not, to report in what particular the said Florida Railroad Company has failed to comply with said act."

It will be proper to consider separately the specifications contained in section 6, of "The act to provide for and encourage a liberal system of Internal Improvements in this State, (or the modification of those specifications,) and to compare the work as I found it, with those specifications or their modifications.

1. *Clearing.*—The first specification, as modified, requires that "The line of Road for sixty-five feet from the centre shall be cleared of all standing timber." I found the clearing generally sixty feet wide on each side of the centre line, but in places it varied from forty-five to fifty-five feet, and one swamp, some five hundred feet of

the line, was only cleared thirty or forty feet from the centre. I did not find it sixty-five feet in any place.

2. *Grading.*—The second specification, as modified, is in the following words: "The grading shall be for a single track, except at depots, turnouts, and similar places, where it shall be wider if required by the State Engineer, with a Road bed twenty-two feet wide, in cuttings, with ditches on each side five feet wide, two and a half feet deep, and two feet wide at bottom, and twelve feet wide on embankment at grade line, with slopes of one and a half feet base to one foot rise; and in all excavations and embankments they shall be so constructed as to have a perfect drainage, and not permit any standing water to come within three feet of the lower side of the cross-tie, and the whole performed in a very substantial and workman-like manner." The cuts are usually twenty feet wide at grade line, being in a few places twenty-one, but in no place twenty-two feet wide, with ditches from four to five feet wide on top. The depth and width at bottom of ditches could not be ascertained, as the slopes of cuts were left so steep, and spoil banks were allowed too near those slopes, so that the sand has run in and nearly filled the ditches in many of the cuts, particularly on the first part of the Road. But I think the ditches sufficient to drain the cuts, which are nearly all sand, and ditches as deep as required in the second specification are entirely unnecessary, and, in fact, would be injurious to the Road bed in such a dry, sandy part of the country as the line of that road passes through. The embankments appear to have been built of the proper width and slope, with perhaps one or two exceptions, and they were ten instead of twelve feet wide on top. Many of the banks are now less than twelve feet wide at grade, but I think they were originally of the proper width, and have since been washed off by the rains, blown off by the winds, and earth has been taken from their slopes for "filling in" the track. From some careless work, either while grading or track-laying, the centre line of the cuts and banks on one of the tangents (some two miles or more in length) does not agree with the centre line of the track, so that the ends of cross-ties extend to the side ditch on one side. In several of the low banks the tops of stumps were left too near the grade line, so that the superstructure rests on those stumps, and having settled all around them, makes very rough places in the track. From what I could see and learn by inquiry, I think the drainage of the cuts and banks very good.

3. *Cross-ties.*—Specification third, as modified, requires that all the cross-ties shall be delivered on the line of Road, and be of hard yellow pine, cypress, white, yellow, post, live or Spanish oak, white or red cedar, and not less than eight feet long, with not less than eight inches face, and seven inches in thickness, and shall be well and carefully bedded, and laid within two and a half feet from centre to centre." On the first three or four miles of the track from Fer-

nandina, three-fourths of the ties are sawed, and are, perhaps, a little less than the required dimensions, but not enough to make a material difference in the stability of the track. The remainder of the ties, with the exception of, perhaps, half a dozen on each mile, are fully up to, and over the required dimensions; and taking them as a whole, they are an excellent lot of ties. On some parts of the curves, approaching Trail Ridge, the cross-ties are more than two and a half feet apart, being frequently three feet from centre to centre. The cross-ties have *not* been "well and carefully bedded," but, on the contrary, have been very badly and carelessly bedded, as on examination I found many ties with no bearing on the road bed except from one to two feet at each end, there being a long vacancy under more than half the tie. In many places the blows of the hammer in driving the spikes have settled the tie from a half to one and a half inches, which would not have been the case had the ties been well bedded. The whole track has the appearance of having been laid in a loose and hasty manner. Some of the rails have been bent, but none are materially injured. The road is very rough, but this roughness is not owing altogether to the manner of laying the track, as from the rapidity with which the work has progressed, the company have been compelled to lay the track on "green banks," which banks, too, are of very soft and yielding material, and have not taken the necessary pains to "keep up" the track.

4. *Water-ways and Ditches.*—The requirements of the fourth specification are as follows: At all water-ways sufficient space shall be left for the unobstructed passage of water, and at all points of the line of the Road where side ditches can be cut that will carry off the surface water, they shall be constructed by the Company. As well as I was able to ascertain by examination and enquiry (as it was quite dry while I was examining, I was compelled to depend to a great extent on the latter,) I think there was sufficient space left at all water-ways for the free passage of water at all times, and side ditches had been cut where it was found necessary to carry off the surface water. The culverts (which are with one or two exceptions open wooden culverts) are well framed and of good timber, but in many of them there is want of attention shown in the foundation. And in putting them in, or in laying track, it seems that there was not sufficient allowance made for settling of banks, so that there is a considerable rise and rough places in the track at every culvert.

5. *Bridges and Trestle Work.*—Fifth Specification requires that "in the crossing of all streams the bridges shall be constructed according to plans approved by the State Engineer, and over all streams that are navigable, suitable draw-should be put in to admit the passage of boats or vessels usually navigating the same, to be decided by the State Engineer." Perhaps the letter of the Internal Improvement Act has been carried out in the construction of Bridges

and Trestle work, but I think the spirit of that act has been violated. Section 31 of the above act authorizes the Company to issue Internal Improvement Bonds to the amount of one hundred thousand dollars (\$100,000) "for the structures necessary to cross from the west side of Nassau River to Amelia Island," it being doubtless intended by the Legislature that good and permanent structures should be put up. The Trestle across Amelia Marsh is a very simple and cheap structure, and has not the strength which it should have, it being a bent of two piles every ten feet sawed off level on top with a cap sill pinned on their top, and two stringers pinned to those caps immediately over the piles, and in the whole one and a quarter mile of Trestle there is not (that I could find) a mortice and tenon joint, or a brace of any kind and on that trestle is a three degree curve. The remainder of the trestle work is of the  $\Lambda$  (inverted W) pattern, and is very good, except that pinning the base sills to the piles is too much used instead of mortice and tenon joints. The bridges are of the Home Truss pattern, and are well built, but have not that appearance of permanency or durability which I think they should have. They are built on pile piers and abutments, and are neither covered nor painted. The Draw Bridge at Kingsleys' cut is very good, and has lately received a good coat of paint.

As the Road does not cross Nassau River, I do not know on how much of the Road the Company used that one hundred thousand dollars (\$100,000) of Bonds, but am confident that at the prices paid for that kind of work, all the Bridges and Trestle-work on the first fifty miles of the Road could have been built for fifty thousand dollars (\$50,000.)

As well as I was able to ascertain, the requirements of the sixth, seventh, eighth and ninth specifications, &c. have been complied with.

I was instructed by you "Also to examine whether or not the Iron has been laid on the last section of thirty miles, and if not laid, how much remains to be laid, and if laid, when the same was completed." With this I send a statement of "Detailed account of Track laid of Florida Railroad," furnished to me by Mr. Koerner the Office Engineer of the Florida Railroad, and I was informed by him and by Geo. W. Call, Esq., that no track had been laid on the Florida Railroad since March 1, 1858. It will be seen from Mr. Koerner's statement, that on the last section of thirty miles, for which the Company has received bonds, there are twenty-four miles, and four thousand and seventy-four (4,074) feet laid, leaving five (5) miles and twelve hundred and six (1206) feet (5 1-4 miles nearly) to be laid.

All of which is most Respectfully submitted.

JNO. BRADFORD.

*Account of the Gross Receipts of the Florida Rail-Road Company, the cost of transportation and repairs, and the nett receipts of the said Company, for the six months, ending August 31st, 1857, rendered in accordance with law, to the Trustees of the Internal Improvement Fund of the State of Florida, viz :*

Gross Receipts,	- - - -	\$421 70	
Cost of Transportation,	- - - -		421 70
Expense of Repairs,	- - - -		595 00
Nett Receipts,	- - - -	000 00	
Excess of Expenses over Receipts,	- - - -	595 00	
		\$1,016 70	\$1,016 70

*Account of the Gross receipts of the Florida Rail-Road Company, the cost of transportation and repairs, and the nett receipts of the said Company for the six months ending February 28, 1858, rendered in accordance with law, to the Trustees of the Internal Improvement Fund of the State of Florida :*

Gross Receipts,	- - - -	\$10,756 16	
Cost of Transportation and Repairs,	- - - -		11,194 58
Excess of Expenses over Receipts,	- - - -	438 42	
		\$11,194 58	\$11,194 58

## SALESMAN'S REPORT.

TALLAHASSEE, FLA., Nov. 1, 1858.

*To his Excellency, MADISON S. PERRY, Governor of Florida and President of the Board of Trustees of the Internal Improvement Fund :*

SIR: AS Salesman of the Board of Trustees of the Internal Improvement Fund, I have the honor to submit the following report of sales and receipts in my office for the two last years:

From 31st October, 1856, to November 1st, 1858, I have sold of lands belonging to the original Internal Improvement Fund 6,288 85-100 acres, at an average price of \$2 02 $\frac{1}{2}$  per acre, yielding in cash \$4,985 83, and in bonds \$8,562 95. Add this number of acres to the 147,284.06 stated to have been sold at the date of my last report, and it appears that 153,572.91 acres belonging to this Fund have been sold since the establishment of this office, yielding, in cash and bonds, the sum of \$266,135 13.

During the period embraced in this report, I have sold of the