

LIST OF INSURANCE COMPANIES Authorized to Transact Business in the State of Florida for 1878.

Names of Companies.	Location.	Capital Stock Paid Up.	Assets.	Liabilities.	Rec's on Business Done in Fla. '77.	Special and General Agents.	Place of Business.
Northern Assurance Fire, U. S. Bch.	London, England.	\$ 750,000.00	\$ 574,070.98	\$203,115.09	\$ 2,570.68	J. H. Norton	Jacksonville
Imperial Fire, U. S. Branch.	London, England.	3,500,000.00	555,823.72	590,572.39	2,570.68	J. H. Norton	Jacksonville
North British & Mercantile, U. S. Bch.	London & Edinburgh.	1,363,636.36	8,500,185.10	2,517,928.04	4,028.57	J. H. Norton	Jacksonville
Royal Canadian, U. S. Branch.	Montreal, Canada.	300,000.00	807,219.33	506,461.50	3,883.75	J. H. Norton	Jacksonville
German American.	New York.	1,000,000.00	2,824,709.06	687,733.09	3,859.12	J. H. Norton	Jacksonville
Phoenix	Brooklyn, N. Y.	1,000,000.00	2,759,001.45	989,339.79	2,356.96	J. H. Norton	Jacksonville
Royal Fire.	Liverpool, England.	1,447,725.00	6,716,898.77	1,945,023.89	18,751.15	G. R. Foster	Jacksonville
Atlas Fire.	Hartford, Conn.	3,000,000.00	8,853,556.02	2,191,769.49	6,021.66	Geo. R. Foster	Jacksonville
Liverpool, London & Globe, U. S. Bch.	Liverpool, England.	1,228,200.00	1,400,579.00	413,249.00	1,095.84	Geo. R. Foster	Jacksonville
Niagara Fire.	New York.	500,000.00	1,400,579.00	413,249.00	1,095.84	Geo. R. Foster	Jacksonville
(U. S. Branch) Queen.	London, England.	900,175.00	1,507,168.03	527,261.81	3,745.10	Geo. R. Foster	Jacksonville
Traveler's Life.	Hartford, Conn.	600,000.00	4,316,631.65	3,101,566.20	1,516.52	G. E. Schnabel	Jacksonville
Phoenix Fire.	Hartford, Conn.	1,000,000.00	2,436,194.66	912,500.08	680.40	G. E. Schnabel	Jacksonville
Hartford Fire.	Hartford, Conn.	1,250,000.00	3,292,913.49	1,096,880.93	2,304.46	G. E. Schnabel	Jacksonville
Manhattan Life.	New York, N. Y.	1,000,000.00	10,006,753.67	311,381.92	738.78	G. E. Schnabel	Jacksonville
Saint Paul Fire and Marine.	Saint Paul, Minn.	400,000.00	353,056.42	305,880.34	4,325.81	G. E. Schnabel	Jacksonville
Equitable Fire.	Nashville, Tenn.	200,000.00	310,694.39	88,639.41	4,831.42	R. A. Shine	Tallahassee
Franklin Fire.	Philadelphia, Pa.	400,000.00	3,363,445.74	*3,363,445.74	5,914.95	R. A. Shine	Tallahassee
Manhattan Fire.	New York, N. Y.	250,000.00	793,593.90	333,011.10	4,055.07	R. A. Shine	Tallahassee
Home Fire.	New York, N. Y.	3,000,000.00	6,109,526.73	2,092,823.73	13,074.17	J. B. Gamble	Tallahassee
Hanover Fire.	New York, N. Y.	500,000.00	1,621,608.48	563,300.41	3,544.23	B. C. Lewis & Sons	Tallahassee
Germania Fire.	New York, N. Y.	500,000.00	1,631,822.79	478,732.17	3,544.23	B. C. Lewis & Sons	Tallahassee
Georgia Home.	Columbus, Ga.	240,000.00	315,915.07	78,085.00	4,953.51	B. C. Lewis & Sons	Tallahassee

* Including capital stock and net surplus.

REPORT

OF THE

SECRETARY

OF THE

BOARD OF TRUSTEES I. I. FUND.

BEGINNING

WITH JANUARY 1, 1877, AND ENDING DECEMBER, 31, 1878.

REPORT

OF THE

SECRETARY BOARD TRUSTEES I. I. FUND.

TALLHASSEE, FLORIDA, January 1, 1879.

To His Excellency GEORGE F. DREW, Governor of Florida:

SIR: I have the honor to present the following report of the proceedings of the Board of Trustees of the Internal Improvement Fund from the 1st day of January, 1877, to the 31st day of December, 1878:

January 16, 1877.—The Board organized with the election of officers, as follows: His Excellency George F. Drew, President; Hugh A. Corley, Secretary and Salesman; and Walter Gwynn, Treasurer.

The Board rescinded the order made December 19, 1876, instructing the Treasurer of the State to charge himself as Treasurer of the Internal Improvement Fund with the moneys and funds in the registry of the U. S. Supreme Court in the case of the State of Florida, *et al.*, vs. E. C. Anderson, *et al.*, and to pay out of the same the amount of \$24,023.64 to H. Bisbee, Jr., for disbursements and professional services.

January 30.—A letter was received from Mr. Bisbee asking an early adjustment and settlement of his account, and offering to submit the question as to amount to any attorney familiar with the history of the litigation.

No settlement being made, Mr. Bisbee subsequently instituted suit in court on his account, and the same is still pending.

IMMIGRATION.

January 16, 1877.—The Board adopted a resolution requesting the Legislature to pass an act authorizing the Governor to appoint an agent, to be approved by the Board, to reside in New York City, for the purpose of inducing immigration to the State, and that the sum of \$1,500 per annum be appropriated to defray the expenses of such agency. This resolution was communicated to the Legislature then in session.

April 21.—Upon the application of Alonzo Fowle, the Board adopted a resolution to subscribe for 1,000 copies of an immigration paper to be published in Tallahassee by Mr. Fowle, said paper to be a monthly issue, at seventy-five cents per copy, and to be mailed from the office of said paper to such addresses as the Commissioner of Lands and Immigration may suggest, such subscription to be discontinued at the discretion of the Board. The

payment of the subscription for this paper was afterwards assumed by the Board of Immigration.

July 16.—The question having been raised as to the power of the Board to employ a local agent in New York for the purposes of immigration, the opinion was expressed and concurred in that the Board has power to appoint an agent in New York for the sale of lands belonging to the Internal Improvement Fund, but could not appoint an agent for a purpose which would only collaterally benefit the fund, though such action might be sustained by the courts if the result should really benefit the fund. And, thereupon, the Commissioner of Lands and Immigration was requested to correspond with Mr. Vose and other creditors of the fund and ascertain their views with respect to the policy of employing an agent in New York for the sale of lands at a fixed salary.

The correspondence elicited no response.

August 21.—Mr. D. H. Elliott appeared before the Board and requested the aid or endorsement of the Trustees for the establishment of a "Home for Immigrants" at Live Oak, where they could leave their families while examining the country for a proper place for settlement. The Trustees considered that the moneys of the Fund could not be appropriated to aid the institution, but unanimously expressed themselves in favor of its establishment and recommended and endorsed the plan proposed by Mr. Elliott.

AGENCY FOR SALE OF LANDS IN EUROPE.

Mr. Reverdy Johnson had been appointed by the former Trustees agent to sell 3,000,000 acres of land, and after his death the Board appointed Mr. George Somerville Norris, of Baltimore, Md., upon the same terms contained in the agreement with Mr. Johnson. The appointment of Mr. Norris expired by limitation on the 31st December, 1876.

On the 16th *January*, 1877, Mr. Andrew Banks, of Baltimore, who was associated with Mr. George S. Norris, presented a proposition to the Board for the purchase of 3,000,000 acres of land at 25 cents per acre.

January 18.—The proposition of Mr. Banks was taken up for consideration, and also a communication from Messrs. Williams & Swann making suggestions respecting such sale, and the whole subject was postponed until after the adjournment of the Legislature.

April 16.—Messrs. George S. Norris and Andrew Banks appeared before the Board, and Mr. Norris made a verbal statement of his actings and doings in Europe in attempting the negotiation of a sale of lands under his contract with the former Trustees. Messrs. Norris & Banks suggested the propriety of

continuing the effort to make such sales, and requested the Board to indicate the terms and conditions which would be acceptable to the Trustees for that purpose.

April 17.—A written communication was received from Mr. Norris in reference to his efforts to negotiate a sale in Europe, and recommending the issue of land warrants as essential to effecting such sale.

April 20.—The Trustees declined to renew the contract with Mr. Norris for the negotiation of land sales.

April 21.—A consultation was had with Samuel A. Swann, of Fernandina, in reference to the sale of lands and land warrants, and he was requested to meet the Board on the ensuing Thursday for further consultation.

April 27.—Resolutions were adopted providing for the issue of land warrants for 40, 80 and 160 acres, to embrace altogether two millions acres of land, and Samuel A. Swann was appointed agent for the negotiation of said warrants; and said agent was authorized, instead of selling the warrants, to sell the lands themselves in quantities of not less than one million nor more than three million acres, to be located in bodies of not less than 25,000 acres, at not less than thirty cents per acre. The warrants themselves were to be sold at not less than the following rates, viz: 2,000,000 acres at 40 cents per acre; 1,000,000 acres at 50 cents per acre; 500,000 acres at 60 cents per acre.

Under this appointment Mr. Swann left New York for Europe July 18.

September 22.—Letters were received from Mr. Swann, from which it would seem that the main difficulty in the way of effecting a sale of lands in England, arises from an impression there that no valid title to the lands can be made by the Trustees until the decree of Vose against the Trustees is satisfied. It appears also that John T. Drew, Esq., the attorney of Mr. Vose, was in England for the purpose of selling Mr. Vose's interest in the decree, claimed by him to amount to \$617,658. Mr. Swann enclosed, for the consideration of the Board, a contract entered into between John H. Fry and the said John T. Drew, attorney for Mr. Vose, and himself as agent of the Trustees. In the contract Mr. Fry is described as "the promoter and owner of the Atlantic and Gulf Ship Canal Enterprise to be constructed across the Peninsula of Florida, and also part owner and promoter of the Southern Inland Navigation and Improvement Company of Florida, and as such promoter of these enterprises, has negotiated the sale of bonds based upon grants by the Trustees of the Internal Improvement Fund of the State of Florida of two millions three hundred thousand acres of the public lands to the last named company, but which negotiations are rendered inoperative, because of a certain decree which has been granted by

the United States Circuit Court of the Northern District of Florida in favor of Francis Vose, of New York, and others, which decree is in the nature of a first lien on all the lands held by said Trustees, under grant from the United States of America, to the amount of six hundred and seventeen thousand six hundred and fifty-eight dollars," &c. By the terms of said proposed contract, the said John H. Fry agreed to purchase 3,000,000 acres of lands belonging to the Internal Improvement Fund for \$900,000, and it was stipulated that "the aforesaid decree in favor of Francis Vose, Esq., covering his claim against the Internal Improvement Fund of the State of Florida upon all coupons upon bonds held by said Vose guaranteed by said fund and comprehended in the said decree of the United States Circuit Court, or that may be further allowed by the said Trustees, together with all interest, expenses, costs, &c., which may be allowed by the said Trustees, or by the said court, amounting in the aggregate to six hundred and seventeen thousand six hundred and fifty-eight dollars, (\$617,658,) more or less, shall be fully settled, satisfied and discharged, and such discharge shall be accepted by said Swann as part payment of said land, to the extent of the sum fixed as aforesaid, subject to the approval of the Trustees aforesaid." All coupons for which the fund is liable were to be paid from the balance of the \$900,000, after the settlement of the Vose decree. The remainder of said sum, after the settlement of said decree and the payment of said coupons, was to be paid to the Trustees of the Internal Improvement Fund in lawful money of the United States. And the said John H. Fry, "as the promoter of the enterprises aforesaid," further agreed that no action should be taken by the canal company in regard to the sale of their bonds, based upon the grant of lands by the Trustees, until said agreement should be fully carried out.

And the said John T. Drew, as the attorney of Mr. Vose, agreed that a complete assignment of the decree of Mr. Vose and the coupons held by him, should be made to the said John H. Fry upon the payment of \$617,658, "or such other sum as may be agreed upon by the parties or fixed by the court as due thereupon." And the said John H. Fry agreed to purchase said decree and coupons on said terms, and also to purchase all the other coupons for which the I. I. Fund is liable, provided the same should not exceed the remainder of the \$900,000 after payment to Mr. Vose.

And the said Swann agreed to sell the lands for the price mentioned and accept payment in the manner set forth, subject to the approval of the Trustees.

Letters were also received from John T. Drew, as of counsel for Mr. Vose, advising that the amount due to Mr. Vose be fixed

under a special agreement, and that payment of such amount be secured thereunder from the sale of 3,000,000 acres of land, and also enclosing a special agreement prepared to cover the case, signed by Mr. Vose and submitted for the signatures of the Trustees. This proposed agreement stipulated for the payment to Mr. Vose, out of the proceeds of any sale by Mr. Swann, of the amount of \$617,658, in discharge of his claim against the Fund under his decree, including payment of all coupons upon Florida Railroad bonds held by him, due or to become due, together with all interest upon past-due coupons, and the expenses of suit, or that the Trustees should convey to said Vose 3,000,000 acres of land upon his surrender of said decree and the payment of \$282,342 in U. S. currency.

Mr. Drew being expected in Tallahassee to confer in person with the Trustees, no action on these propositions was taken at this meeting.

September 27.—Being notified by letter that Mr. Drew would not be present to confer personally with the Trustees, the Board proceeded to the consideration of the agreement signed by John H. Fry, John T. Drew, attorney, &c., and Samuel A. Swann, and the proposed agreement signed by Mr. Vose and submitted for the signatures of the Trustees.

Both propositions were disapproved by the Board, and His Excellency, Gov. Drew, and the Commissioner of Lands and Immigration, Mr. Corley, were requested to go to New York and confer with Mr. Vose and Mr. Drew with respect to the best means to promote the sales of lands and the adjustment of claims against the Fund.

October 30.—Gov. Drew and Mr. Corley, having returned from New York, made a verbal report of their conferences with Mr. Vose and his attorney, Mr. Drew, and it appears that Mr. Vose concurs with the Trustees respecting the proper course to be pursued with regard to the moneys in the event of a sale of lands to parties in Europe by Mr. Swann. After conferring with Messrs. Vose and Drew, the following letter was addressed to Mr. Swann with a view of removing the difficulties in the way of a sale, as previously reported by him, and said letter was approved by the Board:

NEW YORK, October 17, 1877.

SAMUEL A. SWANN, ESQ., 15 *Cavendish St., London, England*:

DEAR SIR: Several letters have been received from you respecting your progress in negotiating the sale of lands belonging to the Internal Improvement Fund, but none of them called for any official action by the Trustees except that enclosing a "contract of purchase of lands and settlement of a certain decree and judgment," signed by John H. Fry, by John T. Drew, attorney of Francis Vose, and by yourself as agent of the Trustees of the

Internal Improvement Fund. That contract is disapproved and is herewith returned. I cannot say that there is anything objectionable in the terms of the contract, but the Trustees are not willing to go outside of their official duties and become parties to any agreement between Mr. Vose and any purchaser of his decree. That is a matter entirely between the interested parties.

Gov. Drew and myself came on to New York at the request of the Board to confer with Mr. Vose and his attorney, John T. Drew, Esq., and since arriving here have received your letter of the 27th ult., addressed to me at Tallahassee and forwarded to me here. I am glad to notice that you are confident of success.

It seems from your letters that an impression exists in England that the validity of any sale by the Trustees would depend upon the subsequent discharge of Mr. Vose's claim with the purchase-money, and you suggest that the Trustees agree upon a certain fixed amount as due Mr. Vose, in order that you may be able to show that the purchase-money would pay off the whole debt, &c.

If you will look carefully into the orders of the court, you will find that you want the Trustees to do precisely what Mr. Vose got the court to prohibit them from doing. The *lien* upon the lands of which you speak was not created by the decree of the court, but by the act of the Legislature of January 6, 1855, and the decree of the court was to enforce the *lien* already created by the statute. To assure a proper application of the fund to the discharge of all claims made a *lien* on the lands, the Board of Trustees was, by the internal improvement act, vested with power to fix the price and sell the lands and pay the liabilities. The suit by Mr. Vose and others was instituted to compel the Trustees to discharge this duty. This the court ordered; and the power of the Trustees to fix the price and sell the lands has never been interfered with by the court, but, on the contrary, they have been directed to continue in the discharge of that duty. But the court *did* take from the Trustees the right to decide upon any claim against the fund, either as to the validity or amount. The Trustees simply sell the land and pay the money into court. The court distributes the fund. You see, therefore, that we cannot take upon ourselves to adjust any of the claims against the Internal Improvement Fund. We are simply trying to raise the money to enable the court to have all just claims discharged. But I enclose herewith a certificate of A. Doggett, Special Master, showing the total amount of coupons now filed to be \$687,447.83, not including interest on those filed since December, 1876. The whole amount may be set down in round numbers at \$700,000. This, of course, does not include the claim of Mr. Vose for costs and fees. Whatever may be al-

lowed him by the court under that head, and ordered to be paid from the Fund, must be first settled.

But I have written those things rather to recall you to a full understanding of the powers and duties of the Trustees than to enable you to remove the misconceptions of other parties. The questions need not be material in your negotiations. The Trustees do not care to touch a dollar of the purchase-money until the court has made its orders, and not then, unless a surplus is left after paying all legal claims. You have full power to make a contract for sale with any purchaser who will deposit the purchase-money (less your commissions) in any responsible banking house in New York, *subject to the orders of the Circuit Court of the United States for the Fifth Judicial Circuit, in the suit of Francis Vose, et al. vs. The Trustees of the Internal Improvement Fund, et al.* In fact, the Trustees would prefer that you should make a contract of that kind. We would thereby be relieved from the responsibility of handling the money—the creditors could have their claims paid as soon as adjusted—and the purchaser would feel secure about his title. But in this matter exercise your own judgment. Your powers are general and full. You can best decide upon the details.

Yours, very respectfully,

HUGH A. CORLEY,

Commissioner of Lands and Immigration.

December 7.—A proposition was received from John T. Drew, Esq., to surrender to the Board all outstanding coupons guaranteed by the Internal Improvement Fund for four million acres of land, such surrender to be made within four months. The consideration was postponed, and on the 17th the Board considered this and a similar proposition from Stanley, Brown & Clark, of New York, attorneys, and both propositions were declined.

The matter of the revocation of the appointment of Samuel A. Swann, as agent to sell lands, was considered at some length, and by the direction of the Board the Attorney-General addressed the following letter to Mr. Swann:

TALLAHASSEE, FLA., December 7, 1877.

SAMUEL A. SWANN, ESQ. No. 15 *New Cavendish St., London, England.*

DEAR SIR: I am instructed by the Board of Trustees to say that it is with great reluctance that they have been impressed with the belief that the chances of your making a successful sale of the internal improvement lands under your agency as constituted by the resolution of the Board passed April 27, A. D. 1877, are very unpromising. The Board feel that unless you have pending a negotiation for a sale of land or land warrants, which promises an early and pretty certainly successful issue, it

is better that you should not keep either on the market after the first proximo.

The Board write this because they feel that they can hardly hope for any better success at any reasonably early day than you have had since your arrival in England last summer. They recognize with a sense of sincere and grateful approval your efforts to effect the purpose of your mission, and particularly as they fully believe that you would have succeeded but for the interference of Mr. Vose and others.

You will please telegraph the Board at its expense, between 25th inst. and 1st proximo, whether or not a revocation of your agency on the first proximo will defeat any negotiations promising the success indicated above.

The Board do not wish to do you any injustice, but they cannot now see from your letters, or the former results of your undertaking, any hope for any even comparatively early success; and they believe that there are still parties working secretly against the success of the sale, with the hope of benefitting schemes they have, involving lands of the fund.

The Board think that you, in all probability, feel that the chances of success are, at least, quite remote.

Very respectfully, your obedient servant,

GEO. P. RANEY,
Attorney-General.

January 16, 1878.—A communication was received from John H. Fry, dated at New York, proposing to purchase 3,000,000 acres of land on the terms named in the instructions to Mr. Swann, and making various suggestions respecting canal enterprises in Florida, and requesting that the Board take no action on such sales or enterprises in favor of other parties until further communication from him. He was informed that no action will be taken in regard to said sale until a report is received from Mr. Swann.

January 26.—A report was received from Mr. Swann, dated at New York, January 22d, giving an account of his efforts to negotiate a sale of lands, but so far without success.

May 28.—The Secretary laid before the Board several letters from Mr. Swann dated the 16th inst., and also his report of same date as special agent for the sale of lands, with sundry letters and documents referred to in said report. Mr. Swann states that so far he had been unable to negotiate the sale of the 3,000,000 acres, and refers to several letters and propositions respecting further efforts, in which, however, he can see nothing pointing to a certain and satisfactory result. He suggests several plans for providing means to relieve the fund from indebtedness, based upon the issue of land warrants or floats.

SELECTION AND CONFIRMATION OF SWAMP LANDS.

January 18, 1877.—The attention of the Board was called to the account of Williams, Swann & Corley, for the selection of swamp lands under contract with the Trustees I. I. Fund of May 18, 1873. The account was referred to a committee for investigation, and the Board adopted a resolution rescinding the contract.

April 19.—The committee to whom was referred the account of Williams, Swann & Corley for selecting swamp lands, amounting to \$17,938.30, to be paid in lands confirmed to the State after the date of the contract, made their report recommending the payment of the account according to the terms; which was so ordered.

October 30.—The Governor was recommended to commission Sidney I. Wailes, Esq., of Washington, to represent the State before the Land Department, for the purpose of procuring a confirmation of the lands selected for the State prior to 1861, under the act of September 28, 1850.

February 19, 1878.—A letter was received from S. I. Wailes, Esq., proposing to undertake to prosecute all claims for the State against the general government for 20 per cent. of all amounts collected and paid into the Treasury of the State, with the understanding that his appointment will not be revoked while cases which he may have commenced prosecuting are pending before Congress or the Departments.

April 13.—The following resolution was adopted:

Be it resolved by the Board of Trustees of the Internal Improvement Fund of Florida, That as compensation for the services of Sidney I. Wailes, Esq., agent and attorney of the State of Florida before the Department of the Interior at Washington, in procuring an adjustment of the claims of the State for lands granted by Congress under the act of September 28, 1850, this Board will pay to said S. I. Wailes twenty per cent. of all moneys paid over to the State on account of swamp lands purchased from the United States prior to the third day of March, 1857, under the acts of Congress of March 2, 1855, and March 3, 1857; and also twenty per cent. of all warrants or certificates issued to the State under said acts on account of lands located by warrants or scrip prior to said third day of March, 1857. And, upon the receipt of patents for any land selected by the State as swamp lands prior to 1861, which have not yet been patented to the State for any reason, this Board will convey to the said S. I. Wailes eight per cent. thereof, in consideration of his services in procuring said patents. And for procuring the approval and confirmation of the lands selected for the State as

swamp lands since 1861, the Board will pay such reasonable compensation as may hereafter be agreed upon.

September 28.—A letter was received from Mr. Wailes calling the attention of the Board to the fact that patents for some swamp lands selected prior to 1861, have been executed by the general government and the delivery thereof withheld by order of the Secretary of the Interior, and requesting to be informed whether he will be entitled to commissions on procuring the delivery of said patents, under the resolution of the Board of April 13, 1878. The Secretary was instructed to notify Mr. Wailes that the resolution referred to was intended to allow him commissions upon all lands selected as swamp lands prior to 1861, for which no patents had yet been received by the State, whether such patents had been issued or not..

October 19.—Upon application by Mr. Wailes to know what commissions will be allowed him for procuring the confirmation of swamp lands selected for the State since 1861, the Board agreed to allow him two cents per acre for every acre of such lands patented to the State, to be paid in lands at the current prices at the date of any such payment.

CHANGES OF ENTRY.

January 18, 1877.—C. R. Alexander applied to change his entry, No. 4532, made February 10, 1866, from lots Nos. 1 and 2, section 36, township 19, south, range 16, east, to the NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, section 34, T. 24, S., R. 20, E.; which was refused.

The following changes of entry were allowed:

January 18.—Granville Beville, No. 7473, from S. $\frac{1}{2}$ of SW. $\frac{1}{4}$, Sec. 23, T. 20, S., R. 21, E., to SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, and NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 6, T. 21, S., R. 21, E.

February 22.—George G. McWhorter, No. 7757, from SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 27, T. 5, N., R. 27, W., to NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 19, in same township.

July 6.—Elbert Carter, No. 7254, from SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 31, T. 20, S., R. 35, E., to SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 36, T. 20, S., R. 34, E.

Isaac Alderman, No. 7689, from SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 24, T. 21, S., R. 21, E., to S. $\frac{1}{2}$ of SE. $\frac{1}{4}$, Sec. 25, T. 24, S., R. 20, E.

August 27.—William B. Moody, No. 8179, from NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 20, T. 30, S., R. 20, E., to SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of same section.

November 21.—John F. Hall, No. 7277, from E. $\frac{1}{2}$ of NE. $\frac{1}{4}$, Sec. 33, T. 22, S., R. 21, E., to SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of same section.

February 9, 1878.—William H. Emmons, No. 7629, from lot No. 7, Sec. 12, T. 32, S., R. 18, E., to NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 13:

of same township; and No. 8251, from NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 13 of said township, to SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of said section.

September 28.—Andrew Kicklighter, No. 7574, from S. $\frac{1}{2}$ of SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 24, T. 31, S., R. 22, E., to corresponding tracts in range 21.

October 19.—Mathias M. Blackburn, No. 8396, from E. $\frac{1}{2}$ of NE. $\frac{1}{4}$, Sec. 26, T. 3, S., R. 14, E., to E. $\frac{1}{2}$ of SE. $\frac{1}{4}$ of same section.

Wm. Van Fleet and others, No. 8484, from SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 30, T. 27, S., R. 26, E., and NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 36, T. 27, S., R. 25, E., to S. $\frac{1}{2}$ of NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 24, T. 27, S., R. 25, E.

November 30.—Samuel Hammock, No. 5598, from W. $\frac{1}{2}$ of SW. $\frac{1}{4}$, Sec. 34, T. 3, S., R. 10, E., to W. $\frac{1}{2}$ of SW. $\frac{1}{4}$, Sec. 34, T. 3, N., R. 10, E.

Charity E. McAuley, No. 4052, from S. $\frac{1}{2}$ of lot No. 2 of NW. Sec. 18, T. 31, S., R. 25, E., to S. $\frac{1}{2}$ of lot No. 2 of NW. $\frac{1}{4}$, Sec. 18, T. 31, S., R. 26, E.

William H. Emmons, No. 8251, from SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 13, T. 32, S., R. 18, E., to NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of the same section.

ENTRIES CANCELED.

February 1, 1877.—James O. Devall, No. 1915, NW. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, Sec. 22, T. 10, S., R. 26, E.

W. S. Tucker, No. 7688, NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 24, T. 12, S., R. 26, E.

April 20.—Alexander Merritt, No. 6703, SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 24, T. 4, S., R. 10, W.

Jacob W. Thomas, SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 22, and NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 27, T. 10, S., R. 26, E.

Thomas M. Williams, No. 5377, SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 29, T. 19, S., R. 24, E., and new deed made to David D. Roach.

June 29.—O. J. Spofford, No. 7992, lots No. 1 and 2, and E. $\frac{1}{2}$ of NW. $\frac{1}{4}$, Sec. 12, T. 28, S., R. 20, E.

September 22.—Samuel A. Long, No. 6513, N. $\frac{1}{2}$ of lot No. 8, Sec. 25, T. 14, S., R. 23, E.

October 30.—E. M. Lee, No. 7288, SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 29, T. 1, S., R. 15, E.

William H. Sharp, No. 7236, NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 3, T. 20, S., R. 13, E.

November 21.—J. J. Rutherford, No. 8293, NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$, Sec. 10, T. 1, N., R. 8, E.

January 11, 1878.—William S. Curry, No. 8374, lot No. 2, Sec. 30, T. 40, S., R. 23, E.

January 26.—Allen Goulsby, No. 6450, SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 12, T. 2, N., R. 6, E.

Howell T. Likes, No. 8024, NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 17, T. 20, S., R. 17, E.

March 15.—John C. Carter, No. 6997, N. $\frac{1}{2}$ of lot No. 1, Sec. 18, T. 10, S., R. 30, E.

May 29.—William B. Moody, No. 8179, SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 20, T. 30, S., R. 20, E.

Elizabeth A. Morrison, No. 8023, SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 20, T. 30, S., R. 20, E., and No. 7610, NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 20, T. 30, S., R. 20, E.

May 30.—Thomas J. Howell, No. 7641, S. $\frac{1}{2}$ of NE. $\frac{1}{4}$, Sec. 25, T. 36, S., R. 18, E.

July 9.—L. & W. O'Neill, No. 8271, NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 29, T. 30, S., R. 20, E.

November 30.—James H. Hutchinson, No. 8496, N. $\frac{1}{2}$ of lot No. 1, Sec. 2, T. 29, S., R. 18, E.

PRE-EMPTIONS.

February 1, 1877.—The following resolution was adopted:

Be it resolved by the Trustees of the Internal Improvement Fund, That every settler upon the lands claimed by this State under the provisions of the act of Congress, approved September 28, 1850, entitled "an act to enable the State of Arkansas and other States to reclaim the swamp lands within their limits," but which have not been approved to the State by the Secretary of the Interior at Washington, shall be and he is hereby authorized to enter any number of acres, not more than one hundred and sixty, to include his improvements, within three months after the date when said land shall be brought into market by this Board; *Provided, however,* That such settler claiming the right of pre-emption under this resolution shall, before the day when such lands are to be brought into market, file with the Salesman of this Board his statement in writing, declaring his intention to enter the lands settled by him, describing the same, and shall make affidavit that he has settled upon the land so described, and that such lands do not embrace the residence, cultivated lands, or improvements of any other person. All such declaratory statements shall be numbered and filed by the Salesman and noted upon the plats, and whenever any of the lands so applied for have been approved to the State, and an order has been made by this Board to bring the same into market, the Salesman shall send a notice thereof to all persons who have filed their statements as aforesaid, for any of said lands, such notice to be sent to the nearest or most convenient post-office to the particular tracts applied for. Should any settler, after filing his pre-emption claim as aforesaid, and before the land is brought into market, sell or transfer his claim to any other person, and notify the Salesman of this Board thereof, the purchaser or transferee shall be entitled to the same rights and privileges in

entering the land as the original applicant had before such sale or transfer.

November 30, 1878.—The following resolution was adopted:

Be it resolved by the Board of Trustees of the Internal Improvement Fund, That prior to entries being made under and by virtue of the resolution adopted February 1, 1877, allowing and regulating pre-emptions on unconfirmed swamp lands, proof of the settlement thereby required shall be made to the satisfaction of the Commissioner of Lands and Immigration, under such rules as may be prescribed by this Board; and where the pre-emption claim has been assigned, the assignee shall make proof that he has continued the cultivation and improvement of the land. Certificates of pre-emption hereafter issued shall only be assignable by returning the same to the Salesman of the Board with a written assignment endorsed thereon, or accompanying the same, together with an affidavit of the assignee, that he has procured said assignment for the purpose of occupying and cultivating the lands embraced in such certificate; whereupon a new certificate will be issued to the assignee. When a person entitled to claim the benefits of the pre-emption regulations dies before the time fixed for consummating his claim by entry, the right of entering the land shall inure to the widow, or, if there be no widow, to the heirs or devisee. Where any lands have been or may be claimed as a pre-emption under the regulations of this Board, and it shall be shown to the satisfaction of the Board or the Commissioner of Lands and Immigration, that the claimant has never settled upon said land, or that the lands at the time of filing the declaratory statement and affidavit embraced the residence, cultivated lands or improvements of any other person than the claimant, or that the settler has abandoned said land, such pre-emption claim shall be canceled, and the lands shall be subject to pre-emption by any other actual settler.

LAND AGENCIES.

February 1, 1877.—A resolution was adopted to discontinue the agency at Jacksonville for the sale of internal improvement land at the end of the month.

February 16.—The Commissioner of Lands and Immigration was requested to confer with M. A. Williams, the agent at Jacksonville for the sale of lands, respecting said agency.

February 22.—The following resolution was adopted:

Resolved, That the resolution adopted February 1, 1877, to discontinue the agency for the sale of lands at Jacksonville be and the same is hereby rescinded, and that such agency is continued: *Provided,* That the expenses thereof shall not exceed five per cent. of the amount of sales at said office.

The following resolution was adopted :

Resolved, That an agency is hereby established at Tampa for the sale of lands belonging to the Internal Improvement Fund lying in the counties of Hernando, Hillsborough, Polk, Manatee and Monroe: *Provided*, The expenses thereof shall not exceed five per cent. of the amount received from the sale of lands at such agency. No sales made at such agency shall be binding upon the Trustees unless the purchase-money is paid over to the Salesman of the Board. The agent shall be appointed by the Commissioner of Lands and Immigration, subject to the approval of the Board.

April 21.—A letter was received from William C. Brown, to whom had been tendered the appointment as agent for the sale of lands at Tampa, asking a modification of the terms in reference to such agency so as to restrict the sales of lands within that district to the agency alone, and requesting some assurance of the permanency of the office before incurring the necessary preliminary expenses of procuring plats, &c. The Trustees declined to modify the terms as proposed.

November 7.—Mr. Brown made another proposition to the Board, that if they would furnish the plats he would attend to the business of entering land without any charge to the State or Board, only charging purchasers a small commission for making the entries, and offering to give bond for the safe-keeping and return of the plats. It was ordered that the proposition be accepted, provided the Salesman can conveniently furnish the plats.

January 26, 1878.—The following resolution was adopted :

Be it resolved by the Board of Trustees of the Internal Improvement Fund of Florida, That the resolution adopted by the Board of Trustees of the Internal Improvement Fund on the sixth day of February, 1869, appointing William H. Hunt as agent of the Board of Trustees to have in charge certain lands on or near the southeast coast of Florida, in ranges forty, forty-one and forty-two, east, and empowering him to contract for the sale of said lands, and to locate settlers thereon, and to make regulations for the prevention of waste and destruction, be and the same is hereby rescinded, and all authority given, or sought to be given, to said Hunt over any of the lands belonging to, or claimed for, the Internal Improvement Fund is hereby revoked.

February 19.—A letter was received from M. A. Williams, agent at Jacksonville, proposing that his commissions for selling lands be restored to ten per cent., and that all entries of land lying in a specified district should be made at the agency in Jacksonville, and offering in consideration of this that he would make a personal examination with regard to trespass upon the State domain and effectually stop it, charging only the cost of travel upon expeditions for such purposes and such cost of nec-

essary surveying as may be required. The Secretary was instructed to inform Mr. Williams that the Board would accept his proposition, with the modifications that there shall be no requirement that the lands of any particular district shall be entered at Jacksonville, and that his duties as to trespasses shall be confined to lands in Nassau county and on the St. Johns river and its tributaries.

TIMBER AGENCY AND TRESPASSES.

February 1, 1877.—Messrs. Gwynn and Corley were appointed a committee to confer with W. J. Barnett respecting the trespasses on timber lands and the proper policy to be pursued in reference thereto.

February 2.—After consultation upon the subject of trespass on State lands, the Board recommended to His Excellency, the Governor, that the State be divided into four districts, and that he appoint a timber agent for each district—the first district to embrace the portion of the State lying west of the Apalachicola river; the second district to embrace the portion of the State lying between the Apalachicola river and the Florida Railroad, except Nassau county; the third district to embrace so much of the counties of Alachua and Levy as lies east of the Florida Railroad, and the counties of Hernando, Hillsborough, Manatee, Monroe, Sumter, and Polk; the fourth district to embrace the remainder of the State. The Board agreed to pay to the timber agents appointed by the Governor for the districts recommended by the Board a compensation not exceeding one hundred dollars a month, including such amount as the Board of Education might agree to pay from School and Seminary Funds.

[The passage of the act of March 6, 1877, entitled "An act to punish trespass upon the public lands and to provide for the appointment of timber agents and defining their powers and duties," requires the sheriffs to act as timber agents, and thereby repeals the law authorizing the appointment of such agents by the Governor, hence the foregoing resolution could not be carried out.]

The following resolutions were adopted :

Resolved, That cutting of timber of any kind on any lands of the Internal Improvement Fund of Florida is prohibited, and timber agents are forbidden to make any contracts permitting persons to cut any timber thereon, or for the sale of any such timber, and all contracts for the cutting of the same are revoked: *Provided*, That nothing in this resolution shall prevent persons who have cut any such timber, whether cedar or other kind, under contracts with such agents from removing the same, but such persons shall be and are allowed till the first day of March to remove the same from such lands on paying for the same according to their contracts.

Resolved, That all timber agents are required to inquire diligently into all trespasses which have been or may be committed on the internal improvement lands, and to report the same to this Board.

February 16.—The following resolution was adopted:

Resolved, That the timber agents appointed by the Governor are expected to devote their entire time to the discharge of their duties as agents in traveling from point to point through all parts of their districts; and such agents shall make to this Board a report quarterly of the different points visited, and of all transactions done by them as such agents; and that the Governor be requested, when forwarding the appointment of agents, to communicate the above instructions to them.

April 16.—Mr. E. J. Berry was employed as agent for the protection of the State lands at a salary of \$100 a month, including whatever amount might be contributed by the Board of Education for the protection of the school and seminary lands.

April 21.—The following resolution was adopted:

Resolved, That moneys received by the Treasurer and now in his hands on account of stumpage, where it cannot be ascertained to which fund the lands belong from which the timber was cut, be apportioned between the Internal Improvement Fund and the School and Seminary Funds, as follows: Four-fifths to the Internal Improvement Fund, and one-fifth to the School and Seminary Funds: *Provided*, The Board of Education agree to such apportionment, and will pay one-fifth of the salary of our Timber Agent up to the 5th instant.

April 26.—The Trustees were notified that the Board of Education concurred in the action of this Board on the 21st instant, apportioning moneys received from stumpage.

July 6.—It having been represented that parties who cut cedar upon the State lands near the Gulf coast prior to the 1st of March, claiming to have done so under contract with the former timber agents, have not been able to remove the same, and desire permission to do so, it was *Ordered*, That such timber may be removed within a reasonable time upon the payment of the amount due for stumpage, according to the terms of any written contract which said parties may have made with any lawful timber agent; and, in the absence of any such written contract, at ten cents per cubic foot.

Ordered, That E. J. Berry, the agent of the Board, be authorized to settle with all parties who cut timber prior to the 1st March under contract for stumpage, to collect the amount due and receipt therefor, and to call upon the sheriffs for assistance where a seizure or prosecution is necessary; and that the Salesman notify the sheriffs of the counties where such timber is lying of this order.

Ordered, That E. J. Berry, agent, be requested to obtain what information and evidence he can as to the amounts collected by the former timber agents on account of stumpage or trespass on the State lands, and report to this Board.

Mr. Berry was also ordered to investigate certain alleged trespasses reported to the Board.

January 11, 1878.—The timber agent, Mr. Berry, was authorized, under the instructions of the Commissioner of Lands and Immigration, to employ an attorney to aid him in the prosecution of trespasses and condemnation of timber cut upon State lands, when necessary.

The salary of the agent was increased to \$125 per month.

June 22.—Mr. C. F. Hopkins was employed to investigate certain reported trespasses on the St. Johns river and its tributaries; and on the 9th July his report was received, giving a statement of the trespasses committed and by whom. The Attorney General was instructed to employ counsel to prosecute the parties charged with trespass before a committing magistrate.

December 21, 1878.—A letter was received from the sheriff of St. Johns county, complaining that parties commit trespass by cutting timber upon the public lands; and when the timber agent proceeds to survey the lands to inquire into the trespass, they send forward the money and enter the land before the timber can be seized; Whereupon, the following resolution was adopted:

Resolved, That whenever any timber agent shall have cause to suspect that any person or persons have committed or are committing trespass upon any of the State lands, and shall notify the Salesman of this Board or the agent for the sale of lands at Jacksonville of that fact, and shall request the Salesman or agent to withhold such lands from sale until he can ascertain whether such trespass has been committed, and can take the necessary steps for the prosecution of the offenders or seizure of timber, said Salesman and agent shall not permit any person to enter such lands, or any part thereof, until the timber agent shall report his proceedings in reference thereto, and shall have had an opportunity to take the necessary legal steps for the protection of the State property and prosecution of the trespasser: *Provided*, that no lands shall be withheld from sale under this resolution longer than four weeks.

RELINQUISHMENT OF TITLE TO SWAMP LANDS.

February 7, 1877.—Mr. George R. Fairbanks presented a petition to the Board, calling their attention to a letter from the Commissioner of the General Land Office to the Governor, dated September 23, 1876, asking a relinquishment of the State's title to

lots 1 and 2 of section 18, fractional section 17, and lot 2 of section 7, township 12, south, range 22, east, which lands had been entered by Moses E. Levy at the United States Land Office, April 5, 1854, in part satisfaction of the Arredondo grant of 38,000 acres, but which were subsequently erroneously patented to the State of Florida as swamp lands. Mr. Fairbanks requested the Board to take the requisite action for the surrender of the title to said lands. All of said lands, however, except lot No. 2 of section 7, had already been sold by the trustees, and deeds given to the purchasers; Whereupon, the Board requested the Governor to reconvey to the United States said lot No. 2 of section 7; and the Secretary was instructed to write to the purchasers of the other lands, requesting them to reconvey the same to the trustees, in order that the State might reconvey them to the United States. In case of a refusal on their part to relinquish said lands to the trustees, Mr. Fairbanks was authorized to use the name of the trustees for the purpose of instituting such proceedings in court as might be necessary to secure a surrender of the deeds and a reconveyance of the land;—such proceedings to be at the cost of the said George R. Fairbanks.

Lot No. 2, section 7, was reconveyed to the United States by the Governor, February 9, 1878.

June 1.—At the request of the Commissioner of the General Land Office, the Governor was requested to reconvey to the United States the NW. $\frac{1}{2}$, Sec. 34, T. 13, S., R. 23, E., which was located in the United States Land Office by Thomas B. Higgins, July 5, 1854, but was inadvertently patented to the State as swamp land, September 4, 1857;—and the Governor executed a deed for that purpose, July 6.

February 9, 1878.—At the request of the Commissioner of the General Land Office, the Governor reconveyed to the United States the E. $\frac{1}{2}$ of SE. $\frac{1}{4}$ Section 35, Township 35, South, Range 40, East, which was entered by Ossian B. Hart under the Armed Occupation Act, prior to the 28th September, 1850, but was subsequently erroneously patented to the State as swamp lands.

August 26.—A letter was received from the Commissioner of the General Land Office, requesting the relinquishment of the State to Lots Nos. 2 and 3, Section 34, Township 26, South, Range 15, East, which lands were sold by the United States to Samuel E. Hope, August 24, 1855, but were subsequently patented to the State as swamp lands. The relinquishment could not be made because the trustees had already sold said lands, and conveyed the title to the purchaser.

CONTESTED SWAMP SELECTIONS.

Notices were received from the Register and Receiver of the United States Land Office, at Gainesville, of contests of swamp

land selections, on the ground that the lands so selected are not swamp or overflowed lands, with summons to all parties interested to appear and furnish testimony at the places designated, respecting the true character of the land, as follows:

September 22, 1877.—By Ziba King, W. half of NW. qr. SE. qr. of NW. qr. and NE. qr. of SW. qr. Sec. 18, T. 39, S., R. 24, E. Testimony to be taken at Pine Level, in Maantee county.

November 20.—By Charles Moore, Lot No. 4, Sec. 10, T. 43, S., R. 43, E. Testimony to be taken at Pettusville, Volusia county.

February 19, 1878.—By William C. Platt, SE. qr. of SW. qr. Sec. 3, and E. half of NW. qr. and NW. qr. of NW. qr. Sec. 10, T. 39, S., R. 23, E. Testimony to be taken at Pine Level.

March 15.—By Charles Moore, Lot No. 4 of Sec. 10, and L ts Nos. 1 and 2 of Sec. 15, T. 43, S., R. 43, E. Testimony to be taken at Titusville.

May 29.—By Richard P. Potter, N. half of NE. qr. Sec. 7, T. 53, S., R. 42, E. Testimony to be taken at Miami.

August 9.—By Mitchell G. Fortner, SE. qr. of NE. qr. Sec. 35, and SW. qr. of NW. qr. and W. half of SW. qr. Sec. 36, T. 30, S., R. 23, E. Testimony to be taken at Bartow.

September 28.—By J. J. Hatcher, N. half of SE. qr. and N. half of SW. qr. Sec. 20, T. 30, S., R. 23, E., and by Robert Hatcher, NW. qr. Sec. 19, T. 30, S., R. 23, E. Testimony to be taken at Bartow.

October 19.—By Charles E. Fortner, N. half of NE. qr. Sec. 35, NW. qr. of NW. qr. Sec. 36, SE. qr. of SE. qr. Sec. 26, T. 30, S., R. 23, E., and by Ashley Fortner, SW. qr. of SE. qr. and SE. qr. of SW. qr. Sec. 22, and NW. qr. of NE. qr. and NE. qr. of NW. qr. Sec. 27, T. 30, S., R. 23, E. Testimony to be taken at Bartow.

November 30.—By David Branch, E. half of SW. qr. and W. half of SE. qr. Sec. 36, T. 30, S., R. 23, E. Testimony to be taken at Bartow.

REJECTION OF SWAMP SELECTIONS.

The W. half of NW. qr., SE. qr. of NW. qr., and NE. qr. of SW. qr. Sec. 18, T. 39, S., R. 24, E., being the lands concerning which Ziba King filed a notice of contest, have been rejected as swamp selections.

July 13, 1878.—The Commissioner of the General Land Office sent notice of the rejection of W. half of Lots 1 and 2, Sec. 30, T. 8, S., R. 22, E., on the ground that said tracts are not legal subdivisions, and do not comprise the greater part of a legal subdivision.

RAILROADS.

February 22, 1877.—Hon. D. L. Yulee, acting President of

the Atlantic, Gulf and West India Transit Company, called the attention of the Board to the letter addressed by him to the Trustees, June 20, 1876, enclosing lists of the internal improvement and swamp lands lying within six miles of the located line of that company's road from Waldo to Ocala, embraced in the odd-numbered sections, which said lands are claimed as belonging to that company by virtue of the 15th section of the Internal Improvement Act of 1855; which letter was referred to a committee, consisting of Messrs. Raney and Corley, to investigate the legal questions involved.

February 22.—A petition was received from the St. Johns, Lake Eustis and Gulf Railroad Company, for the purchase of 100,000 acres of land at five cents per acre, to aid said company in the construction of their road.

March 7.—The following resolution was adopted:

Resolved, That this Board will sell to the St. Johns, Lake Eustis and Gulf Railroad Company, ninety thousand acres of swamp lands, embraced in the odd-numbered sections, lying on each side of and nearest to their line of road, at the price of five cents per acre; said lands to be located within fifteen miles of said road and west of the St. Johns river. Conveyance of said lands not to be made until the said road is completed from the St. Johns river to Lake Eustis: *Provided, however,* That unless said road is completed within twelve months, this resolution may be rescinded by the Board.

March 13.—The following resolution was adopted:

Whereas, At the last meeting of this Board, a resolution was adopted to sell to the St. Johns, Lake Eustis and Gulf Railroad Company ninety thousand acres of land at five cents per acre: *And whereas,* After mature consideration we are convinced that a sale of lands at a nominal price is not authorized under the Internal Improvement Act, and that in making such sale we transcend our powers as Trustees, Therefore,

Be it resolved by the Trustees of the Internal Improvement Fund, That the resolution adopted on the 6th instant, for the sale of lands to the St. Johns, Lake Eustis and Gulf Railroad Company, at five cents per acre, be and the same is hereby rescinded.

April 20.—The request for a sale of lands to the St. J., L. E. & G. R. R. Co. was renewed, but no action was taken thereon.

March 7.—The Western Railroad Company, a corporation of the State of Florida, organized, among other purposes, to construct that part of the line between the St. John's river at Jacksonville and the waters of Pensacola Bay, which lies between Chattahoochee or the Apalachicola river and Pensacola Bay, gave notice of its full acceptance of the provisions of the act to

provide for and encourage a liberal system of internal improvements in this State, approved January 6, 1855.

The Governor laid before the Board a letter addressed to him by D. W. Hendrickson, of Red Bank, N. J., claiming to have been interested in a contract with the former Trustees for the construction of the West Florida and Mobile Railroad, and inquiring as to the probability of having said contract renewed or extended.

April 21.—A similar letter was received from Mr. Hendrickson.

December 7.—A communication was received from Thomas H. Wagstaff, President of the West Florida and Mobile Railroad Company, enclosing letter from Baron de Wagstaff, and submitting proposition to issue floats to said company.

December 17.—A communication was received from Thomas H. Wagstaff in reference to the contract between the W. F. & M. R. R. Co. and the Trustees for the purchase of internal improvement lands and the construction of a railroad through West Florida, enclosing a letter of Baron de Wagstaff and a statement by Gen. W. D. Barnes. The Governor was requested to invite Mr. Wagstaff and Gen. Barnes to meet the Board on the 10th proximo, to consult about the subject-matter of said papers.

January 12, 1878.—Thomas H. Wagstaff, President of the West Florida and Mobile Railroad Company, submitted a proposition for the renewal of the contract made with the Trustees June 1, 1875, with the following modifications:

1. The time for making and filing the surveys of said road shall be extended six months from the date of the issue of floats as herein provided.
2. The period for completing the road shall be extended for five years from date.
3. Said company shall commence the building of the road from the west side of the Apalachicola river to run towards Marianna.
4. The Trustees of the Internal Improvement Fund shall make and deposit with such bank in the city of New York as may be agreed upon, 340 floats of 100 acres each upon the public lands of West Florida in aid of the first ten miles of road to be constructed, the same to be paid for at the rate of thirty cents per acre, as fast as they shall be withdrawn by the said company, the receipts of money for said floats to be credited to the amount to be paid by said company for the lands granted by their original contract.
5. The U. S. lands granted to the State of Florida by the act of Congress of May 17, 1856, and now in its legal possession, shall be conveyed to the said company under the terms and pro-

visions of said act, in further aid of the enterprise, as fast as the said road is completed.

After considering the merits of said proposition, the following resolution was adopted :

Be it resolved by the Board of Trustees of the Internal Improvement Fund, That this Board refuses to renew the agreement entered into June 1, 1875, with the West Florida and Mobile Railroad Company, with any modification of said agreement or contract by which any of the lands belonging to the fund shall be conveyed to said company in advance of any work upon said railroad, or until ten miles of said road shall have been completed.

Mr. Wagstaff, having been notified of the action of the Board, inquired whether the Trustees would consent to a renewal of the contract altered, so as to embrace only the quantity of land belonging to the fund in West Florida, amounting to about 1,200,000 acres. The Trustees proceeded to consider the terms of the original contract, and various amendments and modifications were decided to be desirable before the agreement could be renewed, and a memorandum thereof was furnished to Governor Drew, who was requested to confer with Mr. Wagstaff in reference thereto.

January 16.—A letter was received from Mr. Wagstaff suggesting certain modifications of the agreement with the W. F. & M. R. R. Co., and requesting that the agreement so modified be renewed; which proposition was rejected by the Board.

March 15.—Letters were received from Mr. Wagstaff inviting a proposition respecting the construction of the West Florida and Mobile Railroad. He was informed that the Board are not prepared to make any proposition on the subject.

April 13.—Similar letters were received and the same reply made.

April 19, 1877.—The Jacksonville, St. Augustine and Indian River Railroad and Navigation Company submitted to the Board a contract proposed to be entered into between the Trustees and said company, substantially as follows :

The said company to construct a railroad from the St. John's river, in Duval county, to St. Augustine, and thence to Halifax or Indian river, and to deepen the channels of Halifax river, Mosquito lagoon and Indian river; also a branch road from Jacksonville to Fernandina; said road to be constructed on a gauge of three feet. The trustees to sell to said company, at a price to be fixed upon, two hundred sections of land for every ten miles of completed road, and a like quantity for every expenditure in the improvement of the rivers, equal to the cost of constructing 10 miles of road, provided the whole quantity so conveyed shall not exceed the lands owned by the Fund east of the St. John's river, in the counties of Duval, St. John's, Putnam and Volusia; and

that said lands be withdrawn from market, except to actual settlers. Ten miles of said road to be completed within six months, and ten miles more every three months.

April 20.—The proposition of the Jacksonville, St. Augustine and Indian River Railroad and Navigation Company was taken up for consideration, and the Board adopted the following preamble and resolution :

WHEREAS, The Jacksonville, St. Augustine and Indian River Railroad and Navigation Company have made a proposition to this Board for the purchase of lands belonging to the Fund, upon such terms as will aid said company in the construction of their line of road. *And, whereas,* It is the opinion of the Board that, under the trust created by the act of January 6, 1855, as construed by the courts, the Trustees have not the power to sell lands to any railroad company or other corporation on any other terms than such as they would make with individuals without regard to any public benefit to accrue from such sale, unless it should be shown that by reason thereof the value or efficiency of the fund would be enhanced; therefore

Resolved, That the Board decline to accept the proposition, or to make the sale of lands as requested.

December 7.—The President of the Jacksonville, St. Augustine and Indian River Railroad and Navigation Company submitted a proposition and form of contract for the sale of alternate sections of lands lying east of the St. John's river, and other lands, to said company, at one-cent. per acre, and proposing that the Trustees apply to the U. S. Court to rescind so much of the orders now in force against the Trustees as will enable the Board to accept such proposition. This proposition was rejected.

December 17.—A communication was received from the President of said road proposing to purchase lands east of the St. John's river at five cents per acre; which proposition was refused.

April 20.—The Attorney-General laid before the Board an order from the Circuit Court of St. John's county enjoining the Trustees from selling lands granted to the St. John's Railway Company by an act of the Legislature. The Trustees appealed to the Supreme Court from this decree of the Circuit Court, but the decision of the Circuit Court was affirmed. See XVI. Fla. Rep., p. 531.

May 11.—Notice was received from Francis Vose that he had applied to the court then in session for an order to secure the appointment of a Receiver for the Jacksonville, Pensacola and Mobile Railroad—the accomplishment in the most speedy manner of the sale of said road—and the application of the funds in

the hands of the Treasurer, in accordance with the mandate of the U. S. Supreme Court.

May 25.—The Attorney-General laid before the Board a letter from Gen. H. R. Jackson, solicitor in the case of E. C. Anderson, *et al. vs. The J. P. & M. R. R. Co.*, advising the Trustees to file a petition in the U. S. Circuit Court, asking such order as would cause the sale of the railroad from Lake City to Quincy, under the decree heretofore made in said cause by Hon. W. B. Woods, Judge Fifth Circuit of the U. S. The Attorney General was requested to notify Gen. Jackson that the Trustees decline to make and file the petition as requested.

January 11, 1878.—The Attorney-General laid before the Board a letter from General H. R. Jackson, solicitor for E. C. Anderson, *et al.*, recommending that the State of Florida and the Trustees of the Internal Improvement Fund unite with other parties in applying to the Supreme Court of the United States for a consent decree in the case of the State and Trustees against E. C. Anderson and others vacating the order made in said cause injoining the execution of a decree in the Circuit Court of the United States for the Northern District of Florida in favor of E. C. Anderson and others against the Jacksonville, Pensacola and Mobile Railroad Company and others; and thereupon the following resolution was adopted:

Resolved by the Board of Trustees of the Internal Improvement Fund, That the attorney and solicitor of this Board be and he is hereby authorized to unite with the State of Florida and the holders of the State of Florida and the Pensacola and Georgia and Tallahassee Railroad bonds in a motion in the original suit in the Supreme Court of the United States in the case of the State of Florida and the Trustees of the Internal Improvement Fund against E. C. Anderson and others, to obtain from said Supreme Court a consent decree vacating so much of the orders and decrees in said cause as enjoins the execution of the decree in the Circuit Court of the United States for the Fifth Judicial Circuit, Northern District of Florida, in favor of E. C. Anderson, *et al.*, against the Jacksonville, Pensacola and Mobile Railroad Company, *et al.*, and in such proceedings as will ensure an immediate sale of the Pensacola and Georgia and Tallahassee Railroads under said decree in the said Circuit Court.

July 19, 1877.—The Attorney-General was requested to correspond with the executors of Edward Houstoun with respect to the balances unaccounted for of moneys placed in the hands of said Houstoun by the Trustees of the Internal Improvement Fund in 1868 for the purchase of the outstanding bonds of the Florida, Atlantic and Gulf Central Railroad Company, being part of the purchase-money received from the sale of said road and placed in his hands as financial agent of the Board.

The Secretary was instructed to record on the minutes the numbers of the first mortgage bonds of the F., A. & G. C. R. R. Co., which were purchased March 4, 1868, with \$83,200 of the moneys received from the sale of said road, and afterwards canceled; and they were so recorded upon page 443 of volume 2 of the Proceedings of the Board of Trustees.

July 9, 1878.—The Attorney-General was authorized to employ counsel in Savannah to prosecute the claim of the Internal Improvement Fund against the estate of Edward Houstoun for the sinking fund of the F., A. & G. C. R. R.

August 9.—The Attorney-General reported that he had employed R. E. Lester, Esq., of Savannah, to prosecute said suit, which was approved by the Board.

November 20, 1877.—The Gainesville, Ocala and Charlotte Harbor Railroad Company submitted a proposition that the Trustees sell to said company alternative sections of State lands for six miles on each side of said road and branches at five cents per acre, such contract not to go into effect until the claims of Mr. Vose and others against the Internal Improvement Fund are settled, or the Trustees relieved therefrom by an order of court.

The Trustees adopted the following resolution:

Resolved, That whenever the Gainesville, Ocala and Charlotte Harbor Railroad Company shall file a plat of their route to Tampa and Charlotte Harbor the lands of the Internal Improvement Fund lying within six miles on each side of the route and embraced in the odd-numbered sections, will be reserved from sale for six months; and if, at the end of that period, said company shall have constructed twenty miles of said road, and made proof thereof to this Board, said lands shall be reserved until the next meeting of the Legislature for the action of that body.

December 7.—A letter was received from the President of the G. O. and C. H. R. R. Co. asking the transfer to the company of alternate sections of U. S. land in case they should be granted to the Trustees by Congress. The Trustees declined to give assurance of such transfer.

September 21, 1878.—The following resolution was adopted:

Resolved, That no sales shall be made of lands lying on either side of and within six miles of the railroad bed lying between Waldo and Ocala until the further action of this Board, and that the agents for the sale of lands be so notified and directed, in case any applications for the purchase of said lands or any part thereof is made, to notify the applicants that the propriety of selling the same is under consideration, and to note the time of all applications to purchase, in order that the person or persons first applying may have the preferred right to purchase in case it shall be determined to sell the same.

A communication was received from Hon. D. L. Yulee, President of the Peninsular Railroad Company, enclosing a copy of a deed of transfer from the Atlantic, Gulf and West India Transit Company to the Peninsular Railroad Company of that portion of its incompleated line which lies between Waldo and Ocala, with the request that the fact of the receipt of the same be recorded on the minute-book of the proceedings of the Board, and acknowledged under the seal of the Board; which was done.

October 31.—The following resolution was adopted:

Upon consideration of the application of the Peninsular Railroad Company for such modification of the seventh specification of the sixth section of the internal improvement act of January 6, 1855, as will authorize the use of iron upon the track of their road between Waldo and Ocala of the weight of thirty-five pounds to the lineal yard, in virtue of the authority vested in this Board by the amendatory act approved December 14, 1855, *It is resolved*, That this Board gives consent and approval to the use of iron upon the track of said road weighing thirty-five pounds to the lineal yard, instead of sixty pounds per lineal yard as required in the seventh specification of the sixth section of the act of January 6, 1855; and that the application of the said Peninsular Railroad Company be filed among the records of the Board.

November 21, 1877.—The following resolution was adopted:

Be it resolved by the Trustees of the Internal Improvement Fund of Florida, That His Excellency, the Governor, be requested to urge upon our Senators and Representatives in Congress to use their efforts to procure from the Congress of the United States a renewal of the grants of land made to Florida by the act of May 17, 1856, so far as the same have not been already conveyed under the provisions of said act; and to have the grant in aid of the construction of a road from Amelia Island to Tampa bay extended so as to include a road to Charlotte Harbor.

APALACHICOLA ARSENAL.

August 27, 1877.—The Attorney General was requested to take the necessary steps to have the title to the Apalachicola Arsenal conveyed to the Trustees of the Internal Improvement Fund, under the provisions of the act of Congress of December 15, 1870.

October 30.—The following letter was laid before the Board:

ORDNANCE OFFICE, WAR DEPARTMENT, }
Washington, October 25, 1877. }

The Attorney General of the State of Florida,
Tallahassee, Florida:

SIR—The Judge Advocate General of the Army, to whom has

been referred your communications of August 28 and September 15, has expressed to the Secretary of War an opinion that the State authorities of Florida, having been in actual occupation of the lands and buildings of the Apalachicola (or Chattahoochee) Arsenal at the date of the act of Congress of December 15, 1870, donating them to the State for educational purposes, the United States could not thereafter sell the same as their own property. He also holds, upon the strength of H. Opinions of the Attorney General, page 49, that no formal deeds are necessary to be given to the State of Florida under the said act.

The Secretary of War has thereupon decided "that no action seems to be necessary in this case but to take a receipt for the property which has been lawfully turned over."

The "lands" of the Apalachicola Arsenal were reserved by the President of the United States from the public domain, under dates of November 3, 1832, and October 30, 1833, and will be found fully described in the records of the "Land District of the West Territory of Florida" for those years.

The "buildings" located on these lands on December 15, 1870, necessarily go with the lands into the ownership of the State.

The "appurtenances" of the lands are embraced in a deed of I. W. King, attorney for Daniel Matchett, dated February 17, 1834, and recorded in Book B, page 37, in the Clerk's office of Gadsden county court.

In pursuance of the decision of the Secretary of War, I have therefore to request that the proper authorities constituting the Board of Internal Improvement of the State of Florida, will file in this office a suitable acknowledgment of receipt of the foregoing property, which has been turned over to them.

Respectfully, your obedient servant,

(Signed)

S. V. BENET,

Brigadier General, Chief of Ordnance.

The Attorney General was requested to prepare an acknowledgment of receipt of the property mentioned for the signatures of the Trustees, and also to obtain a certified copy of the deed of I. W. King, attorney for Daniel Matchett, referred to in the foregoing communication.

SURVEY OF SWAMP LANDS.

November 21, 1877.—The Commissioner of Lands and Immigration was authorized to contract with a competent surveyor for the survey of Township 8, South, Range 9, West, which township had been patented as swamp land, but had never been surveyed.

Under this authority, the Commissioner made a contract for the survey of said township with H. S. DuVal, who performed

the work and made due return of the field notes of survey, which were examined and approved by the Commissioner.

RECLAMATION AND DRAINAGE.

March 7, 1877.—A contract was made with James B. Stone, of Calhoun county, for the reclamation by ditches and drains of certain overflowed lands lying in Sections 5, 8 and 17, Township 3, South, Range 9, West, the said Stone to receive a deed for 160 acres of the lands so reclaimed in compensation for the work. Mr. Stone afterwards submitted proof of the due performance of the work according to his contract, and 160 acres of the land so reclaimed were conveyed to him by deed.

April 21.—A proposition was received from John M. Bryan and others, for the drainage of a large quantity of overflowed lands lying north of Lake Apopka, by cutting a navigable canal from said lake to the river Ocklawaha. The consideration of said proposition was postponed.

July 6.—The proposition of J. M. Bryan and others was declined.

November 7.—A petition was received from a large number of citizens residing near Lake Apopka, asking that the swamp and overflowed lands north of said lake be granted to them as a corporation, on condition that they drain said lands and dig a navigable canal from Lake Apopka to Lake Dora. Consideration postponed.

ACCOUNTS ALLOWED AND PAYMENTS ORDERED.

January 30, 1877—Key of the Gulf, advertising.....	\$10 00
“ “ “ Sunland Tribune, advertising.....	8 00
“ “ “ Floridian, printing.....	6 00
February 1, 1877—M. A. Williams, commissions on sales in January.....	89 30
“ 22, “ George P. Raney, amount paid Clerk U. S. Supreme Court for records in case of State vs. E. C. Anderson.....	28 00
“ 24, “ J. M. and H. J. Baker, professional services to former Board.....	500 00
March 6, 1877—Postmaster at Tallahassee, postage.....	9 00
“ “ “ G. H. Johnson, County Surveyor, surveying.....	90 00
April 19, “ Williams, Swann & Corley, selecting swamp lands under contract with Trustees, May 18, 1873, (payable in lands).....	17,938 30
“ 30, “ M. A. Williams, commissions on sales.....	106 90
“ “ “ Floridian, printing.....	38 00
“ “ “ Postmaster at Tallahassee.....	17 24
“ “ “ C. A. Bryan, Jr., binding.....	5 00
“ “ “ H. A. Corley, telegraphing.....	6 00
“ 21, “ W. J. Barnett, services as timber agent.....	169 24
May 25, 1877—G. P. Raney, amount paid for transcripts of records.....	21 40
“ “ “ Postage account.....	25 96
“ 26, “ Floridian, printing.....	8 00
“ “ “ Jacksonville Press, advertising.....	8 00

June 1, 1877—M. A. Williams, commissions on sales.....	74 42
“ “ “ H. A. Corley, expenses of seizure of cedar.....	9 58
“ “ “ Clerk Putnam county, recording.....	1 75
“ 14, “ Sheriff Wakulla county, seizure of timber..	20 00
July 6, 1877—Postage account.....	9 00
“ “ “ M. A. Williams, commissions on sales.....	75 14
“ “ “ W. Gwynn, Treasurer, paid for exchange..	3 42
“ “ “ W. Gwynn, Treasurer, paid for binding....	4 00
“ 17, “ Florida Immigrant, subscription and postage	72 50
August 1, 1877—W. Gwynn, Treasurer, paid express charges	1 50
“ “ “ Postage account.....	30 65
“ “ “ Receiver U. S. Land Office at Gainesville, for noting confirmation of State lands in 1876.....	418 00
“ 3, “ M. A. Williams, commissions on sales.....	82 47
“ 27, “ Florida Immigrant, subscription and postage	77 45
“ “ “ H. A. Corley, traveling expenses to Washington and back.....	107 20
“ “ “ Clerk Hillsborough county, recording.....	1 90
“ “ “ George P. Raney, telegrams, postage, &c....	11 15
“ “ “ Clerk Supreme Court, docket fee on appeal in suit with St. Johns Railway Company	15 00
“ “ “ George P. Raney, professional services.....	250 00
“ 31, “ M. A. Williams, commissions on sales.....	30 55
“ “ “ H. A. Corley, Copp's Land Laws, and subscription to Copp's Land Owner.....	10 10
“ “ “ Mrs. M. J. Sutton, amount refunded, overpaid on entry of land.....	8 01
Sept. 22, 1877—Postage account.....	6 00
“ “ “ Floridian, printing.....	54 00
October 30, 1877—Clerk Leon Circuit Court, copy of bill in case of W. P. Rembert vs. the Trustees..	18 60
“ “ “ Postage account.....	21 40
“ “ “ Florida Immigrant, subscription and postage, 2 months.....	145 00
“ “ “ G. R. Frisbee, County Surveyor, surveying.	5 00
Nov. 7, 1877—H. A. Corley, traveling expenses to New York, Washington and back.....	180 03
“ “ “ Gov. Geo. F. Drew, traveling expenses to New York, Washington and back.....	180 00
“ “ “ H. A. Corley, paid for back numbers of copies Land Owner, and for telegraphing	6 10
“ “ “ George P. Raney, telegraphing.....	1 35
“ “ “ M. A. Williams, commissions on sales.....	33 74
“ 20, “ Clerk U. S. Court, copy of bill, Johnson vs. Trustees.....	21 10
“ 21, “ John McDougall, stationery.....	29 10
“ “ “ Postage.....	3 00
“ “ “ Alouzo Fowle, binding.....	3 00
“ “ “ H. A. Corley, expenses attending Wakulla Court.....	8 00
January 11, 1878—Floridian, printing.....	81 75
“ “ “ Postage account.....	17 40
“ “ “ M. A. Williams, commissions on sales.....	23 05
“ “ “ George P. Raney, traveling expenses, cost of records, &c.....	100 15
“ “ “ Surveyor General, plat of Chattahoochee	

		Reserve.....	7 00
January 16, 1878—	E. J. Berry, Timber Agent, hire of hands, traveling expenses, &c.....	153 50	
" 26, "	Miss S. M. Archer, mounting plats on cloth.....	93 87	
" " "	H. A. Corley, paid for stationery, &c.....	46 59	
" " "	Geo. P. Raney, arguing case in Supreme court vs. St. Johns Railway Company....	50 00	
" " "	Postage account.....	2 33	
" " "	H. S. DuVal, draftsman, township plats for Timber Agent.....	118 00	
February 9, 1878—	Florida Immigrant, subscription and postage agent.....	72 50	
" " "	H. S. DuVal, township plats for timber agent.....	19 50	
" " "	W. T. Webster, plats for Salesman's office..	4 00	
" " "	H. A. Corley, traveling expenses to Jacksonville, &c.....	14 40	
March 8, 1878—	George P. Raney, paid traveling expenses and court fees.....	29 25	
" " "	James M. Baker, attorney, on account professional services.....	300 00	
" 15, "	Key of the Gulf, advertising.....	10 00	
" " "	Postage account.....	19 90	
" " "	M. A. Williams, commissions on sales....	98 22	
April 13, 1878—	M. A. Williams, commissions on sales.....	33 75	
" 26, "	Postage account.....	6 90	
" " "	H. A. Corley, expenses to Titusville, swamp land contest.....	40 50	
May 11, 1878—	George P. Raney, professional services....	300 00	
" " "	M. A. Williams, commissions on sales....	146 55	
" " "	Postage account.....	26 40	
" " "	Jno. A. Henderson, services as attorney in case of the Trustees vs. 469 sticks of cedar.....	50 00	
" 14, "	C. A. Bryan, Jr., binding.....	16 50	
" " "	A. Fowle, blank township diagrams.....	10 00	
" 29, "	Geo. P. Raney, expenses to Raleigh and Washington, and U. S. Court at Jacksonville.....	161 90	
" " "	David S. Walker, attorney, expenses attending U. S. Court at Jacksonville.....	39 25	
" " "	H. A. Corley, expenses three trips to Jacksonville.....	15 35	
June 21, 1878—	J. M. Baker, professional services.....	300 00	
" " "	Charles F. Hopkins, surveying.....	46 00	
July 9, 1878—	Charles F. Hopkins, investigating trespasses.....	55 10	
" " "	H. S. DuVal, surveying T. 8, S., R. 9, W....	685 52	
" " "	M. A. Williams, commissions on sales.....	143 22	
" " "	M. A. Williams, paid for trespass investigations.....	5 00	
" " "	Geo. P. Raney, expenses of self and Gov. Walker attending U. S. Court in Jacksonville in July.....	25 95	
" " "	Geo. P. Raney, telegrams to and from Jacksonville.....	3 69	
" " "	David S. Walker, expenses attending U. S. Court in Jacksonville in June.....	35 00	
" " "	H. A. Corley, telegrams and court records..	3 10	

July 9, 1878—	D. S. Walker, attorney, professional services	100 00	
" 24, "	Clerk Supreme Court, costs.....	27 01	
" " "	Postage account.....	21 80	
August 9, 1878—	R. E. Lester, Esq., attorney, retainer vs. Estate E. Houstoun.....	100 00	
" 26, "	Geo. Drew, telegraphing.....	3 93	
" " "	M. A. Williams, commissions on sales.....	206 70	
Sept. 21, 1878—	E. J. Berry, Timber Agent, expenses.....	440 20	
" 23, "	M. A. Williams, commissions on sales....	51 42	
" " "	George P. Raney, professional services....	100 00	
October 19, 1878—	George P. Raney, expenses to Savannah and Jacksonville.....	30 00	
" " "	M. A. Williams, commissions on sales.....	34 38	
" " "	Postage account.....	3 20	
" " "	A. Doggett, copy of record of coupons.....	5 00	
" " "	Florida Immigrant, advertisement.....	25 00	
" " "	Floridian, printing.....	46 00	
Nov. 15, 1878—	M. A. Williams, commissions on sales.....	28 00	
" " "	Florida Immigrant, advertisement.....	25 30	
" 30, "	H. A. Corley, telegrams and copies of court papers.....	8 85	
" " "	Postage account.....	20 00	
" " "	D. S. Walker, attorney, professional services	100 00	
Dec. 17, 1878—	J. M. Baker, amount advanced to pay his expenses to New York to attend to taking testimony in Vose suit.....	150 00	
" " "	W. K. Beard, taking testimony.....	25 00	
" " "	Geo. P. Raney, expenses attending U. S. Court at Jacksonville.....	21 75	
" " "	D. S. Walker, expenses attending U. S. Court at Jacksonville.....	10 00	
" 21, "	Florida Immigrant, advertisement.....	25 00	
" " "	M. A. Williams, commissions on sales.....	119 00	
Salaries as follows: Secretary, 2 years.....			\$799 96
Salesman, 2 years.....			2,400 00
Treasurer, 2 years.....			1,200 00
Timber Agent, 8½ months in 1877.....			850 00
Timber Agent, 11½ months in 1878.....			1,437 50
Amounts ordered refunded on canceled entries:			
February 1, 1877—	James O. Devall.....	\$55 61	
" " "	W. S. Tucker.....	40 00	
April 20, 1877—	Alexander Merritt.....	40 03	
" " "	Jacob W. Thomas.....	60 63	
June 29, 1877—	O. J. Spofford.....	110 50	
Sept. 22, 1877—	Samuel A. Long.....	31 00	
October 30, 1877—	E. M. Lee.....	40 00	
" " "	William H. Sharp.....	37 20	
Nov. 21, 1878—	J. J. Rutherford.....	40 00	
January 11, 1878—	William S. Curry.....	58 50	
" 26, "	Allen Goulsby.....	29 98	
" " "	Howell T. Lykes.....	40 00	
March 15, 1878—	John C. Carter.....	31 41	
May 19, 1878—	William B. Moody.....	40 00	
" " "	Elizabeth A. Morrison.....	80 00	
" 30, "	Thomas J. Howell.....	72 00	
July 9, 1878—	L. & W. O'Neil.....	40 00	
Nov. 30, 1878—	James H. Hutchinson.....	40 00	

VOSE SUIT.

December 8, 1877.—The Attorney General was directed to request Henry R. Jackson and Charles H. Simonton, Esquires, to meet the Board on Thursday next in reference to the vacation of the Receivership in the Vose case, and the Governor requested to telegraph Mr. Vose to meet the Board at the same time.

December 17.—The Attorney General read a letter from Charles H. Simonton, Esq., in reply to one from the Attorney General, expressing the desire of the Board for a vacation of the orders in the Vose case in so far as they appoint a Receiver, the letter from said Simonton expressing his entire accord in the matter.

The following resolution was adopted:

Resolved, That the Attorney General is directed to take, without delay, such legal proceedings in the name and on behalf of the Board as may be necessary to secure a vacation of all orders in the case of Francis Vose vs. The Trustees of the Internal Improvement Fund, pending in the United States Circuit Court, Northern District of Florida, appointing Aristides Doggett receiver of said fund, or the proceeds or net proceeds of sales of lands belonging to said fund, or any properties of said fund.

The following resolution was adopted:

Resolved, That it is the sense of this Board that the claim made by Francis Vose for compensation and reimbursement, and pay for services, expenses and attorneys' fees made, incurred or paid or contracted to be paid by him, in the case of Francis Vose vs. Trustees of Internal Improvement Fund, is not a legal claim, and should not be paid, but should be resisted by the attorneys of this Board representing us as to the same with all legal and proper defences.

January 11, 1878.—The Board directed that the motion to discharge the Receiver in the Vose suit be made at the adjourned session of the United States Court in Jacksonville, in May next.

January 17.—The Secretary laid before the Board a communication from Mr. Francis Vose, requesting some action by the Board of Trustees without delay upon the matter of his claim for repayment of advances incurred in his suit against the Trustees. This request was occasioned by the attorneys of the Trustees availing themselves of the Rules of Court for time in which to file exceptions to the report of the Special Master, allowing Mr. Vose about \$97,000 for expenses, &c. Mr. Vose further referred to the want of prompt action by the Trustees

to get possession of the moneys turned over to the State Treasurer, by order of the Supreme Court of the United States, in the case of the State of Florida *et al.* vs. E. C. Anderson *et al.*; and also to negligence in the protection of the lands from trespass. Mr. Vose also enclosed copy of a letter written by him to the Receiver of the J. P. and M. Railroad, in which he protested against the allowance of free passes to any except employes of the road, and suggested a reduction of passenger rates, and asked to be advised whether or not the Trustees approve of said letter.

It was ordered, that the Secretary inform Mr. Vose that the Board see no reason to disapprove of the action of their attorneys upon the subject matter of his claim for expenses, but that, on the contrary, their action therein is fully approved; and that the Trustees have nothing to do with the matter of the letter from him to the Receiver of the J. P. and M. Railroad.

January 26.—The Attorney General informed the Board that notice had been given him that on Monday next a motion would be made in the U. S. Circuit Court, at Jacksonville, in the case of Vose vs. The Trustees, to place the lands of the Internal Improvement Fund in the hands of Sherman Conant for sale.

Said motion having been made, the Trustees, on the 29th January, filed their answer thereto as follows:

In the Circuit Court of the United States, Northern District of Florida.

Francis Vose vs. The Trustees of the Internal Improvement Fund of Florida. In Equity.

This day comes George F. Drew, Governor of Florida, Walter Gwynn, Treasurer, Hugh A. Corley, Commissioner of Lands and Immigration, Columbus Drew, Comptroller, and George P. Raney, Attorney General of Florida, the Trustees of the Internal Improvement Fund aforesaid, and for cause why the motion of the Complainant to this cause for the appointment of an agent in the place of Messrs. Williams, Swann and Corley; appointed under the Decree of December 4th, 1873, in this cause to sell lands, should not be made with the amplified powers prayed in said motion, show,

I. That these respondents were appointed and became such Trustees, aforesaid, in the month of January, A. D. 1877. That at the time of their appointment they were not familiar with the nature and character of the duties devolving upon them as such Trustees, nor with the condition of the Fund and its important and complicated interests. That when they were appointed and until the month of March, A. D. 1877, the Legislature of Florida, was in session at Tallahassee, the place of

their official residence, and that the presence of such Legislature devolved upon them many and important duties, requiring much of their time and attention, and preventing their addressing themselves and their attention to the interests and condition of said Fund, to the extent that they would otherwise have immediately done had the said Legislature not been in session; but that they did, however, during such session, give the same all the attention they could, and they have since been actively engaged in doing all in their power to advance the interests of said Fund and its beneficiaries, including those of the said Francis Vose, T. B. Codington and Charles DuBignon and Bradly Martin, who are the movers in the matter now under consideration.

The lands of the Fund have been held by these respondents for entry at the prices which they found their immediate predecessors holding them, which prices have never been objected to by any of the beneficiaries of said Fund, and which prices these respondents believe to be the prices at which they should be held.

These defendants soon found or discovered that the ordinary sales of lands at the offices at Tallahassee, and the agency of M. A. Williams at Jacksonville, were not sufficient to pay off the interest coupons, to the payment of which the same were pledged, and that some extraordinary means should in duty to the coupon-holders be taken and adopted for the purpose of making sales sufficient to attain the end of paying off all legal claims for interest on said lands. That the only plan which suggested itself as promising relief to the coupon-holders and the Fund, was the offering of the lands for sale at reduced prices in large quantities in the markets of Europe. That, for the purpose of testing the success of this plan, these respondents immediately set about to select the most reliable person having experience and ability in such business, that could be found, and on the 27th day of April, A. D. 1877, after some correspondence with Mr. Samuel A. Swann, of Fernandina, Florida, one of the agents who had been designated and selected by this Honorable Court to make sales under the decree aforesaid, was selected and appointed such agent, these respondents, as the Board of Trustees aforesaid, passing and adopting a resolution of which a copy is hereto annexed, marked A, and prayed to be taken as a part hereof the same as if herein fully recited.

Mr. Swann accepted the appointment, and he proceeded to New York in June, A.D. 1877, and in July of the same year sailed for England. He remained in Europe till the latter part of December, visiting different parts of England and France, making earnest endeavors to make sales of warrants and lands

as provided by said resolution, and in December last he sailed from England for New York, which he reached in the early part of the present month; and on the 22d of the present month he made his report of his acts and doings under said appointment, of which report a copy is hereto annexed, marked B, and prayed to be taken as a part hereof the same as if fully herein recited.

And these respondents represent that each and all the statements made in said report are true, to the best of their knowledge, information and belief.

And these respondents further represent that their said agent found himself embarrassed and thwarted to a great degree in his efforts to effect a sale of said warrants and lands authorized by him to be sold, by an erroneous and palpably untenable impression which was created, to the effect that the Trustees could not make a title to such lands or warrants that would not be clouded by and subject to a lien of the decree of the complainant in this cause, and by an effort and attempt upon the part of the complainant Vose to require that the Trustees should take upon themselves functions and responsibilities which, under the decrees and orders of this court, were reserved to this Honorable Court and denied to the Trustees; that among these was the responsibility of the Trustees fixing and settling upon an amount to be paid to said Francis Vose, for his expenses and services in the litigations concerning said fund, and his coupon interest claim against the same, which matter, as appears by the records of the Honorable Court, was then and is still pending herein, and is undecided.

These respondents further represent that there was also a further effort upon the part of said Vose to make the sale of any such land or warrants contingent upon a settlement of his claim under said decree at an amount fixed by himself; and this amount so fixed by him was to include, not only past due coupons, but coupons held by him which had not yet become due or payable. And respondents further show that, notwithstanding these facts, including the one that through the counsel of said Vose parties in England had been left under the impression and belief that there could be no valid title given to said lands or warrants until the said decree had been satisfied, yet their said agent did enter into an agreement of sale of certain lands with one John H. Fry, the said agreement being in so far as said agent was concerned, dependent and contingent upon the approval of the same by these respondents. And these respondents annex hereto a copy of said agreement, marked C, and pray that the same may be taken as a part hereof. This agreement, as will be seen by reference to the same, included the payment of said Vose claim for expenses,

services, and for coupons which had not yet become due; and these respondents annex hereto, as a part hereof, certain letters from their said agent, John T. Drew, who was acting for said Vose as his counsel, with a special agreement proposed, and of one J. H. Stedwell, attorney for John H. Fry, and pray that the same and each and every part thereof may be taken as a part hereof; the same being marked from D to O, inclusive.

These respondents further represent, that on the 27th of September, A.D. 1877, these respondents disapproved of the contracts and agreements aforesaid, believing then and still believing that the propositions therein made for the benefit of Francis Vose were not within the scope of the authority and power of these respondents, and that no settlement should be made of coupons not yet due.

These respondents further represent, that being still very desirous that a sale of lands should be made, and hoping that a personal conference with Mr. Vose or his attorney might secure a withdrawal of the objectionable requirements of said contracts aforesaid, they requested Gov. Geo. F. Drew and Mr. Hugh A. Corley, the Commissioner of Lands and Immigration, to proceed to New York and confer with Mr. Vose and Mr. Drew, his counsel, and see if the negotiations could not be brought to a successful termination; and that on the 3d day of October, 1877, these gentlemen did proceed to said city of New York, where they met and conferred with Mr. Vose and Mr. Drew. Mr. John T. Drew there insisted upon the view held in England as to the lien of said decree and the inability of the Trustees to make a good title. After some consultation Mr. Drew yielded, or at least appeared to yield, to the view of the Board that the Trustees could give a good title, and it was at one time understood that John T. Drew would return to England and remove the erroneous, and, as these respondents believe, disastrous impressions which he had created on this subject. While in New York, Mr. Corley addressed to Mr. John T. Drew, at his request, a letter, of which a copy is hereto annexed, marked P, and prayed to be taken as a part hereof, the same as if fully recited; and also addressed to Mr. Swann a letter, of which a copy is hereto annexed, marked Q, and prayed to be taken as a part hereof. And these respondents further say that, as shown by said letters, Mr. Swann was authorized to make a conditional sale and have the funds deposited in a reliable banking-house, subject to the order of the Honorable Court in this cause. Mr. Drew did not return to Europe because, as these respondents are informed, his presence was not desirable to Mr. Swann, who had been embarrassed by him before as before herein stated. Mr. Vose, in conversation, concurred with Mr. Corley in the view that Mr.

John T. Drew should not return to Europe unless Mr. Swann desired his presence. About this time and after the declination by the Trustees of the Internal Improvement Fund of said contract aforesaid, the said John H. Fry and the parties cooperating with him declined to make any further arrangements; and at this time the hostilities between Russia and Turkey had the effect to render almost any negotiations of acceptable character impossible; and there also appeared in the London *Times* articles reciting the many disastrous American enterprises of late years, and warning English capitalists from engaging in anything of the kind, which, as represented to us by Mr. Swann, had great effect upon the minds of English capitalists, as to entering into any American financial enterprise of any considerable size.

These respondents further represent unto your Honor that, as appears by the report of Mr. Swann, he has still pending in England and this country, negotiations for the sale of land, and that, as appears from said report, he has still confidence in the successful result of the same. He is now in New York awaiting the results of conferences he has had as to a sale with parties from Chicago and New England. It is his intention to go to the West, should his present negotiations with said New England and Chicago parties fail; and these respondents say that they fully and firmly believe that if any one can succeed in making an advantageous sale of any of said lands or land warrants, that Mr. Swann can. He is a person of experience and judgment in such matters, and of great energy and zeal and fidelity, and it is but just to him and to all concerned, that he should be permitted to continue his operations without interference or hindrance.

These respondents further represent that they have held, and still do hold, themselves ready and willing, and zealous to do, and try whatever may promote, with any reasonable degree of success, the advancement of the interests of the fund, and any and all of its beneficiaries; that any suggestions of any particular plan or mode of doing the same, coming from any interested or reputable source, has always received and will continue to receive the most careful and earnest consideration. They further represent that the propriety and advisability of appointing any other agent than said Swann, to act either independently of, or in conjunction with him, has never been suggested by the said Vose, or any one, to these Trustees; that under the spirit of the internal improvement act, it is contemplated that these sales should be made by the Trustees, acting either by themselves or through agencies appointed by them; and that so long as they are willing to do all that can be done, to effect such sales and relieve and advance the Fund and,

its beneficiaries, there is no necessity for this Honorable Court to take any such action as it is requested at this time to take; that the decree of December the 4th, 1873, and the confirmatory decrees of the court do not contemplate that any such appointment shall be made except under circumstances showing a necessity for the same.

And these respondents insist that no such necessity now exists, as these respondents stand willing and ready to do whatever promises any reasonable degree of probable success in benefitting the Fund, and have never failed or refused to make all reasonable efforts to secure the benefit of the same.

These respondents further say that Mr. Corley stated to Mr. John T. Drew while in New York, at the time aforesaid, as one of the reasons why the Trustees of the Internal Improvement Fund could not agree upon any particular amount as being due Mr. Vose on account of interest, that there was pending in this Court a suit between Mr. D. L. Yulee, of Fernandina and Mr. Vose, a case involving the amount due Mr. Vose, in which it was contended by Mr. Yulee that only about \$175,000 or \$200,000 was due Mr. Vose, and that a large amount of the same was claimed to have been paid him on said amount, by payments made in this suit, which suit is still pending.

II. And these respondents further answering, say, that when they came into office they found in existence a system which, in their opinion, virtually legalized trespassing on the lands. This system was permitting persons to cut timber on the lands without criminal responsibility and pay for the same on the principle of stumpage at a certain price per cubic foot—the mill establishment at Cedar Keys being authorized to receive the payments at five cents per cubic foot. We found that the collections for a long time had not amounted to enough to pay the expenses of the timber-agents employed by the Board. These respondents immediately rescinded the resolution upon which this system was based, and proceeded to appoint four timber agents for four districts, into which they divided the State, to travel over such districts, search for and report all trespasses, and seize timber and have arrests made, and do whatever else might be necessary for the prevention of trespasses and the protection of the lands of the Fund. Just as respondents were getting this system started, the Legislature passed a law making the Sheriffs of the different counties, timber agents in their respective counties, with the powers set forth and defined in said law—that, although it was understood by many that the said act did practically do away with the necessity, if not the power of said respondents, to appoint any such agents, yet these respondents, still believing it would be wise to appoint an efficient agent to travel in the different lo-

calities in the State where trespasses were most probable to be made, and to report the same to the Sheriffs of the counties and to the Board, and to do all things that would lead to the detection of trespasses, the arrest and punishment of trespassers, and the seizure of timber and logs which were so illegally cut or taken from the lands of the Fund, did appoint such an agent in April, 1877. That the present agent so employed is a reliable, energetic and efficient person; that by his exertions in connection with those of the Sheriff, a considerable number of trespassers, many of which were committed prior to the passage of said law, have been detected, large quantities of timber have been seized, and a considerable amount of funds realized for the Internal Improvement, School and Seminary Funds; that the wages of such agent are paid by the Internal Improvement, School and Seminary Funds.

There are now pending several suits arising out of seizures, and are also pending several seizures in which no claims have been filed to the timber seized. These respondents have just caused to be prepared a lot of township maps of internal improvement and swamp and overflowed lands in West Florida belonging to the Fund, and are about to send an agent into that section to exercise the powers indicated above as being exercised by the agent aforesaid.

These respondents have not been negligent as to these matters of trespasses, but have given a great deal of attention to the same, and there has been no complaint made to them nor of them as they are aware, except a statement in a very recent letter written by the complainant to Mr. Hugh A. Corley, as Secretary of the Board, to the effect that the record of the Board as to preventing trespasses was not strong, but even he has not specified any instance in which respondents have failed to perform their duty in this matter; and they charge that they have in all things in this behalf been prompt and active in the performance of their duty, and hold themselves ready to do whatever is proper or necessary in the premises; and respondents further say that they have never received from the complainant Vose, or any one interested, any suggestion or intimation of any particular plan for preventing trespasses.

And these respondents pray that complainant's motion may be denied.

JAMES M. BAKER,
GEO. P. RANEY,
for Respondents.

But notwithstanding the answer of the Trustees the court made the following decree on the 16th February, 1878:

In the Circuit Court of the United States for the Northern District of Florida, Fifth Judicial Circuit.

Francis Vose vs. The Trustees of the Internal Improvement Fund of the State of Florida, *et al.*

This motion came on to be heard, and was argued by counsel, and the court having considered the papers and argument of counsel, and being satisfied from the showing made that the conduct of the present Board of Trustees has been characterized by an industry, energy and efficiency which should be commended, and wishing that the court should not be understood as in any manner criticising the action of the present Board, or as interfering with their powers and duties as to making sales and titles to lands of said fund, but believing that it may be an advantage to the Board and fund that an agent as contemplated by the decrees of December, 1873, and May, 1875, should be appointed to supply the vacancy occasioned by the resignations of Messrs. Swann, Corley and Williams with the powers indicated by such decrees.

It is ordered, that Sherman Conant, the Marshal for the Northern District of Florida, be and is appointed agent, with the powers aforesaid, to make sale of the lands of the Internal Improvement Fund, (in the place of Messrs. Williams, Swann and Corley) under the decree of December 4, 1873, as modified by the decree of May 18, 1875.

Done, ordered and decreed in open court this sixteenth day of February, A. D. 1878. THOMAS SETTLE, JUDGE.

In the following May, the Court made an order in said cause, as follows:

Francis Vose vs. The Trustees of the Internal Improvement Fund of Florida. December Term.

It is ordered, that the decrees heretofore made herein be so far modified as to permit and authorize the said defendants to receive in payment for lands belonging to the Internal Improvement Fund, which they may hereafter sell, one-half of the coupons of the bonds issued under the provisions of the Internal Improvement Act now held by any one of the parties plaintiff to the said cause, or their assignees, which have been adjudged to be a good and valid lien upon the lands of the said fund; the amount so to be received in each case to be evidenced by the separate certificate of A. Doggett, Esq., Master in Chancery, showing that such coupons have become part of the decree in the said cause, as well as the entire amount held by such party.

It is further ordered, that the said Master shall keep a record copy of all certificates which he may so issue, in a book to be provided for that purpose.

The question as to whether the coupons of the Pensacola and Georgia Railroad Company are payable from the Internal Improvement Fund, pending on motion for rehearing in this court, it is ordered, that the holders of any such coupons shall be authorized to designate such lands belonging to said fund as they may desire to take in payment of one-half of their coupons, verified under order of this court, and the Trustees of the Internal Improvement Fund shall reserve from sale, for the benefit of such parties, the lands so designated until the question of the liability of the fund for said coupons shall be finally adjudicated; or the lands so designated may be sold by said Trustees upon the written order or consent of such coupon-holders, and the money received therefor shall be paid by the Trustees to the Receiver of this court, to be held as a special fund to be paid over to such coupon-holders, if their claims shall be decided to be payable from the fund; otherwise, to be placed in the general fund for distribution as other moneys received from sales of lands. THOMAS SETTLE, Judge.

The foregoing order was modified December 5, 1878, so as to authorize the Trustees to require, at their discretion, the payment of not more than twenty per cent. of the price of any lands sold to be made in U. S. currency; and on the 6th December the Board adopted a resolution requiring a payment of twenty per cent. in cash on all sales thereafter made with the Master's certificates.

MISCELLANEOUS.

January 18, 1877.—It was ordered, that the Secretary write, to Gen. H. R. Jackson, of Savannah, Col. Charles H. Simonton of Charleston, Gov. David S. Walker and Col. T. W. Brevard, of Tallahassee, inviting a conference with the Trustees on the 25th inst., respecting the interests of the Pensacola and Georgia Railroad Bondholders. On the 25th, Gen. Jackson and Gov. Walker met the Board for Conference, Gen. Jackson also representing Col. Simonton. No agreement or concert of action was reached.

Walter Gywnn, Treasurer of the Internal Improvement Fund, presented his official bond, in the penal sum of \$10,000, which was approved and placed on file.

January 30.—The Attorney General laid before the Board the affidavit or sworn statement of Joseph B. Stewart, Esq., the Attorney of the Western Division of the Western North Carolina Railroad Company, claiming an interest in the Florida Central Railroad, going to show that no portion of the State bonds issued under the act of June 24, 1869, entitled "An Act to Perfect the Public Works of the State," and the acts amendatory thereto, had ever been negotiated in such

manner and to such an amount as to render the said Florida Central Railroad liable to seizure and sale under said acts; and also a protest against the seizure and sale of said road, signed by the said J. B. Stewart, Esq., as the Attorney of the Florida Central R. R. Co.

February 22.—After consideration of a petition by Simpson & Co., to purchase certain lands at a reduced price, or to grant them the right of way through said lands for a ditch or canal, it was ordered that the right of way be granted as prayed for on the payment of \$250.

March 7.—The Governor laid before the Board a letter from Hon. Dennis Eagan, late manager of the Jacksonville, Pensacola and Mobile Railroad, informing him that he was ready to settle his accounts, and turn over the balance of cash and credits on hand, and requesting that the Governor and Board of Trustees would designate some officer or agent to whom he might submit his statement and vouchers, and from whom he might obtain receipts in full settlement. In compliance with said request, and with the advice and consent of the Board, His Excellency appointed Gen. T. C. Spooner and Hugh A. Corley, Esq., to receive from Mr. Eagan, the cash and credits then in his hands with his statement and vouchers.

A statement was received from Robert J. Kendrick that on the 30th of November, 1876, he applied on behalf of Isabella C. Kendrick to Williams & Corley, agents for the sale of lands at Jacksonville, to purchase certain lands then vacant and paid the purchase money therefor; that he was subsequently notified by the salesman at Tallahassee, that said lands were reserved for another party, and they were sold to such party on the 14th of December; and said Kendrick asked relief from the Board. The said Kendrick was authorized, at his own cost, to use the name of the Trustees to institute legal proceedings to procure from the Court an order for the surrender of the deed made and a re-conveyance of the land to the Trustees.

August 31.—The salesman was authorized to have the swamp land plats filed by Randolph and Wells mounted on cloth, for preservation.

November 20.—The President and Engineer of the Santa Fe Canal Company appeared before the Board and explained the objects, plans and purposes of the work now being prosecuted by that Company, and inquired what aid in public lands or other encouragement the Trustees could extend to them.

November 21.—The Trustees expressed themselves in favor of the enterprise undertaken by the Santa Fe Canal Company, as one eminently calculated to promote the settlement and advance the interests of a portion of the State now inconveniently situated with respect to transportation, and which should be

encouraged; but, inasmuch as the lands and proceeds of the Internal Improvement Fund cannot be appropriated in aid thereof, the Board could only endorse the scheme and recommend it to favorable consideration.

September 28, 1878.—It was agreed to insert an advertisement in the *Florida Immigrant*, occupying one full page, at the rate of twenty-five dollars per month.

Very respectfully,

HUGH A. CORLEY,
Secretary Board Trustees I. I. Fund.