
REPORT

OF THE

SECRETARY BOARD OF TRUSTEES I. I. FUND.

FOR THE FISCAL YEAR 1882,

BEGINNING JANUARY 1 AND ENDING DECEMBER 31.

REPORT
OF THE
SECRETARY BOARD TRUSTEES INT. IM. FUND.

To his Excellency, Wm. D. Bloxham, Governor of Florida:

SIR: I have the honor to present herewith a statement of the proceedings of the Board of Trustees of the Internal Improvement Fund of Florida, from the 1st day of January, 1881, to the 31st day of December, 1882.

DISSTON PURCHASE.

May 30th, 1881.—The Governor reported to the Board, that on his recent visit to Philadelphia, he had entered into an agreement with Hamilton Disston, of that city, to sell him four million acres of the swamp and overflowed lands granted by act of Congress on September 28th, 1850, at twenty-five cents per acre, and submitted written articles entered into with said Disston to that effect, for the action of the Board, which were ratified; and the Attorney-General was requested, by resolution, to prepare a formal contract of sale, on the basis of said preliminary agreement.

May 31st, 1881.—The Attorney-General submitted to the Board articles of agreement to be entered into with the said Disston, for the sale to him of the four million acres of land, for one million dollars, which were approved and ordered to be drawn in duplicate for execution. And the said contract was duly signed and executed by the contracting parties on the first day of June, A. D. 1881, and is in words and figures, as follows:

DISSTON CONTRACT.

Articles of agreement entered into this the first day of June in the year one thousand eight hundred and eighty-one, between William D. Bloxham, Governor of the State of Florida, William D. Barnes, Comptroller, Henry A. L'Engle, Treasurer, George P. Raney, Attorney-General, and Hugh A. Corley, Commissioner of Lands and Immigration of said State of Florida,

and by virtue of their said offices; the Trustees of the Internal Improvement Fund of the State of Florida of the first part, and Hamilton Disston, of the city of Philadelphia, and State of Pennsylvania, of the second part; witnesseth, that the parties of the first part, as such Trustees, in consideration of the payments by the said party of the second part of the sums of money hereinafter stated, hereby agree for themselves and their successors to sell and convey by good and sufficient deeds, conveyances and assurances to the said party of the second part and his associates, or to such person or persons as he may direct and appoint, an absolute indefeasible estate in fee simple to four million acres of land of the lands of said Internal Improvement Fund acquired by the State of Florida under the act of Congress of September 28, 1850, to be selected as hereinafter provided by the party of the second part, or by such person or persons as he may appoint, the title conveyed to be free and clear of all charges, liens, trusts, confidences or encumbrances whatsoever.

The party of the second part in consideration of such conveyance hereby agrees with the party of the first part to pay therefor the sum of one million dollars as follows, to-wit:

Two hundred thousand dollars to be paid upon the execution of this agreement.

Three hundred thousand dollars, the second payment, to be paid within ninety days from the above date of this agreement.

Two hundred and fifty thousand dollars, being the third payment, to be paid within one hundred and fifty days after the above date of this agreement.

And two hundred and fifty thousand dollars, being the fourth and last payment, to be paid on or before the first day of January, (A. D. 1882) one thousand eight hundred and eighty-two.

Upon the payment of the two hundred thousand dollars, being the first payment, the four million acres of land agreed to be sold can be selected by the party of the second part, or by any party or parties he may designate, and shall be withdrawn from market as fast as selected and the parties of the first part notified thereof, provided, however, and it is agreed that the parties of the first part may sell with the consent of the party of the second part any of said lands at the schedule prices now fixed for such lands, and the money received therefor shall be credited to the party of the second part on account of the moneys to be paid by him under this agreement.

The party of the second part shall select the lands in bodies of ten thousand acres, but after the selection of three million five hundred thousand acres the remaining five hundred thou-

sand acres may be selected in smaller bodies if agreed upon between the parties.

If the party of the second part shall make full payment of the one million dollars, but he or his agents fail to select the entire quantity of four million acres on or before the first day of January, eighteen hundred and eighty-two, the parties of the first part will make and deliver to the party of the second part at his request certificates or "floats" authorizing the party of the second part or his agents to locate the quantity not then selected upon the lands acquired by the State of Florida under the act of Congress aforesaid belonging to the Internal Improvement Fund and subject to entry at the time of such location in bodies of ten thousand acres, or in such other quantities as may be agreed upon between the parties to this agreement with respect to the five hundred thousand acres to be last selected; and upon the location of such certificates the parties of the first part will convey to the party of the second part or to such person or persons as he may direct, the lands so selected and located in the same manner as is agreed upon with respect to the lands selected prior to the first day of January, eighteen hundred and eighty-two.

The title to said lands shall be made by the parties of the first part or their successors to the party of the second part as follows: When the first payment is made title shall be made for two hundred and fifty thousand acres; when the second payment is made title shall be made for three hundred and seventy thousand acres additional; when the third payment is made title shall be made to two hundred and fifty thousand acres additional; and when the last payment is made title shall be made for the remainder of said four million acres, provided the lands shall have been selected.

If the party of the second part make default in any of the payments by him herein agreed to be paid as herein above provided, the moneys and legal obligations of the Fund receivable hereunder, or either, paid by him previous to such default shall be retained by the parties of the first part, and the parties of the first part shall thereupon forthwith convey to the party of the second part an absolute estate in fee simple clear of all encumbrances, liens, trusts or confidences in a sufficient number of acres of land to be designated by the party of the second part within sixty days after such default at the lowest cash schedule prices at which the parties of the first part usually sell said lands to consume the amount of money and obligations paid in by the party of the second part before such default.

The first payment of two hundred thousand dollars shall be made in lawful money of the United States; and for any other

payment any legal obligation or indebtedness of the Internal Improvement Fund of the State of Florida will be accepted as cash at the par value thereof. In selecting lands in "bodies of ten thousand acres," it is meant that each selection of ten thousand acres shall be in a compact body as nearly as practicable, and ten thousand acre tracts may be made up of detached smaller parcels of land where the intervening lands do not belong to the Internal Improvement Fund.

The payments heren provided for shall be made to the Treasurer of the Internal Improvement Fund.

In testimony whereof, the parties of the first part have hereunto set their hands and seals, and have caused the seal of the Florida State Land Office to be hereunto affixed, and the party of the second part have hereunto set his hand and seal in the year of our Lord eighteen hundred and eighty-one in duplicate.

W. D. BLOXHAM, [L. s.]
Governor.

W. D. BARNES, [L. s.]
Comptroller.

HENRY A. L'ENGLE, [L. s.]
Treasurer.

GEORGE P. RANEY, [L. s.]
Attorney-General.

HUGH A. CORLEY, [L. s.]
Commissioner of Lands and Immigration of the State of Florida, and *ex-officio* Trustees of the Internal Improvement Fund of the State of Florida.

Signed and sealed by W. D. Bloxham and others, Trustees of the Internal Improvement Fund, in our presence.

ORMOND CHAIRES.
J. M. LAMAR.

HAMILTON DISSTON, [L. s.]

Signed and sealed by Hamilton Disston the 14th day of June, A. D. 1881, in our presence.

S. H. GREY,
J. MURRAY,
BUSH JERNON.

September 20th, 1881.—Hamilton Disston having made payment according to his contract of purchase, a deed to him for 351, 109.08-100 acres of land was this day signed by the Trustees.

October 6th, 1881.—A deed for 381,358.85-100 acres of land was this day signed by the Trustees and delivered to H. Disston.

October 10th, 1881.—The following proceedings were had by the Board respecting settlers upon the Disston purchase:

WHEREAS, By a letter to Governor Bloxham Hamilton Disston has agreed that all settlers upon the lands purchased by him from the Trustees of the Internal Improvement Fund shall have the right, until January 1st, 1883, to purchase their lands at the price now demanded in cash by the State; *And, whereas,* We believe that it would be more convenient, and for the interest of all parties concerned, that the deeds for such lands should pass directly from the Trustees to the settlers; therefore,

Resolved, That if the said Hamilton Disston will consent thereto, and will withdraw the selection of all lands occupied by actual settlers, and will re-convey to the Trustees all of such lands as have been or may be embraced in the deeds to him, this Board will convey to said Disston other lands in lieu of those so withdrawn or re-conveyed, to be selected by the said Disston, if desired, in like quantities with those withdrawn or re-conveyed, and will allow to settlers thereon until the first day of January, 1883, to pay for the same, said lands to embrace only the tracts actually settled upon and improved.

Ordered, That the Secretary forthwith furnish to E. F. Dunne, Esq., the agent of Mr. Disston, a certified copy of said resolution.

The following letter was received from E. F. Dunne, Esq.:

TALLAHASSEE, FLA., October 10, 1881.

Hugh A. Corley, Esq., Secretary Board Trustees I. I. Fund, Florida:

DEAR SIR—Referring to your letter of this day, enclosing certified copy of resolution Board of Trustees I. I. Fund of the State of Florida, declaring that if Mr. Hamilton Disston will consent thereto the Board will convey to him other lands in lieu of those which now are or may be hereafter conveyed to him, which are occupied by actual settlers, on his relinquishing the same to the Board, and in like quantities as relinquished, if desired, I hereby, on behalf of Mr. Disston, agree to such proposed exchange, and enclose my authority for so doing that you may file the same with the papers of Board.

Respectfully,

EDMUND F. DUNNE.

P. S.—The authority enclosed consists of a telegram from Mr. Disston to me, October 3d, 1881, and a letter to me, same date, from Salinger, Secretary Florida Land and Immigration Company. D.

The following are copies of the telegram and letter accompanying and referred to in Mr. Dunne's letter:

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PHILADELPHIA, Pa., October 3, 1881.

To Judge E. F. Dunne:

You are directed to accept State lands for those now occupied by squatters. Salinger has written.

HAMILTON DISSTON.

PHILADELPHIA, Pa., October 3, 1881.

Judge E. F. Dunne, Tallahassee, Fla.:

DEAR SIR—Yours of the 30th ult. to Hamilton Disston, Esq., at hand, and have telegraphed reply this A. M. We suppose you understood that our meaning is to turn over *all* settlers now on our lands to the State and take State lands in lieu thereof. This includes squatters, pure and simple, and also those who have signified their intention to purchase by January 1st. We have really received only one letter of this latter class, but on consultation came to the conclusion it would be better to include this class, as it might lead to complications which it were better to avoid.

Yours truly,

RICHARD SALINGER, Secretary.

On motion it was ordered that the Salesman give public notice of the foregoing action of the Board by distribution of printed circulars and by advertisement, for four weeks, in the Tallahassee *Floridian*, Jacksonville *Union* and all the newspapers published in the counties of Hernando, Sumter, Orange, Brevard, Hillsborough, Manatee and Polk.

November 1st, 1881.—The following resolution was passed by the Board:

Resolved, That after the selection of three million five hundred thousand acres of land by Hamilton Disston or his assigns, this Board agrees that the remaining five hundred thousand acres may be located in bodies of six hundred and forty acres, it being understood that lands selected in lieu of those surrendered by him for railroads shall be selected in bodies of ten thousand acres.

November 22d, 1881.—The following letter was received from Hamilton Disston, and ordered to be spread upon the minutes of the Board:

PHILADELPHIA, Pa., November 8, 1881.

To the Board of Trustees of the Internal Improvement Fund, State of Florida:

GENTLEMEN—Referring to that portion of our contract whereby it is agreed that no portion of the four million acres will be sold except with my consent, I beg to notify your hon-

orable Board that, from and after this date, I desire to withdraw consent to the further sale of any of said lands.

Since the date of our purchase considerable quantities of land have been selected at State prices, and last month one purchase of upwards of 2,600 acres was made for English speculators at seventy cents per acre. There can be no profit to me or my associates in sales of selected lands at such prices.

We have perfected an extensive system of agencies to promote emigration to Florida throughout the United States, as well as in England, Scotland, Germany, Sweden, Denmark and Italy. We only invite immigrants that are able to purchase lands and become permanent residents, and our expenses in this respect compel us to fix a higher price for lands than that of your honorable Board.

Our Jacksonville office will at once commence the sale of our lands, and the terms which we offer to purchasers, as well as our endeavors to promote the rapid settlement of Florida with the better classes of Emigrants, will, we trust, meet with the approval and encouragement of your honorable Board.

Yours respectfully,

HAMILTON DISSTON.

On motion it was ordered that the lands selected by Hamilton, under his contract with the Board for the purchase of four million acres of land, be withdrawn from market, except to actual settlers, under the agreement heretofore made with the said Disston, or where applications to purchase were pending on the 12th instant.

A letter was received from Col. I. Coryell enclosing an order from Hamilton Disston requesting the Trustees to pay to Col. Coryell such moneys as may have been received from sales of land up to October 31st, 1881.

The Secretary was instructed to call the attention of Col. Coryell to that clause in the agreement between the Trustees and Mr. Disston which provided that the moneys received for the lands selected by Mr. Disston and sold by the Trustees shall be credited to Mr. Disston on account of moneys to be paid by him under said agreement.

December 27th, 1881.—A letter was received from Hamilton Disston reviewing the steps heretofore taken by him and the Trustees with regard to the purchase and sale of four million acres of land, and announcing that he had transferred to Sir Edward J. Reed, of England, two million acres of said purchase, and that Sir Edward would make the remaining payments now due.

January 12th, 1882.—Sir Edward Reed appeared before the Board and conferred with the Trustees respecting the time and

mode of payment of the balance due upon the four million acres of land purchased by Mr. Hamilton Disston.

January 13th, 1882.—Sir Edward J. Reed appeared before the Board and stated that he had entered into an agreement with Hamilton Disston whereby the said Reed is to make the remaining payments to this Board due on said contract, and to receive from the said Disston a certain portion of the lands purchased under said contract, and the said Reed offered to make a payment now on said contract, and within forty days from date to make a further payment, which in the aggregate will make the sum of two hundred thousand dollars, said payments to be considered as made January 1, 1882. Whereupon the following telegram was sent to Mr. Disston:

TALLAHASSEE, FLORIDA, January 13, 1882.

To Hamilton Disston, S. E. Corner Third and Chestnut Streets, Philadelphia, Pa.:

Sir Edward Reed proposes paying in about one hundred and sixty thousand dollars coupon indebtedness as of the first day of this month for you on your land purchase. If you so direct we will receive it and not claim any forfeiture of your contract for forty days. Answer and mail us a copy of your contract with him.
W. D. BLOXHAM.

January 14th, 1882.—The Governor laid before the Board the following telegram in reply to one sent on 13th:

To W. D. Bloxham, Governor:

You will please accept the money which Sir Edward J. Reed proposes to pay on my contract. Have mailed copy.

HAMILTON DISSTON.

And thereupon it was resolved to receive from Mr. Disston at the hands of Sir Edward J. Reed, one hundred and fifty-eight thousand two hundred and eleven thirty-one one-hundredth dollars, of duly adjudged coupon indebtedness on such land purchase, and not to claim any forfeiture of Mr. Disston's contract until after the lapse of at least forty days from yesterday, January 18th, 1882. The Governor laid before the Board, a communication from Sir Edward J. Reed, enclosing for information and record, a copy of the agreement between himself and Hamilton Disston, for the purchase of two million acres of land, and said agreement was ordered spread upon the minutes of the Board.

A letter was received from E. F. Dunne, on behalf of Mr. Hamilton Disston, requesting payment for the lands sold by the Trustees, of the selections made by him in his purchase of four million acres. The Salesman was instructed to report to the Board the amount of such sales.

February 4th, 1882.—A letter was received from Hamilton Disston, requesting to be allowed a hearing before the Board before withdrawing lands in favor of the Jacksonville, Tampa and Key West Railway Company, for the extension of the road from near Bartow to Charlotte Harbor; which was read and ordered placed on file.

March 16th, 1882.—John A. Henderson, Esq., laid before the Board a communication from C. D. Willard, Esq., in behalf of Sir Edward J. Reed, making application for "extension of time to first day of July, next, to make the remaining payment on the land contract of Mr. Hamilton Disston, subject to interest, as of the first day of January last."

On motion, action thereon was postponed until the 22d inst.

March 25th, 1882.—The Governor was directed to send the following communication to Colonel J. J. Dunne, Agent of Hamilton Disston:

TALLAHASSEE, FLORIDA, March 25, 1882.

Colonel J. J. Dunne, Agent of Hamilton Disston:

SIR: In accordance with the action of the Board of Trustees, it becomes my duty to notify you that the Board will expect a payment of forty thousand dollars in ten days from this date, and one hundred thousand dollars on the first day of May, next, under their contract with Hamilton Disston. Your prompt attention to this matter is requested.

Respectfully,

WM. D. BLOXHAM,

President Board of Trustees I. I. Fund of Florida.

April 5th, 1882.—The Governor informed the Board that the communication directed to be sent to Colonel J. J. Dunne, Agent of Hamilton Disston, on the 25th of March, was not transmitted until the 31st of said month, so that the notice therein given would relate to that date.

April 8th, 1882.—The ten days fixed by resolution of Board, on 25th of March, for payment of forty thousand dollars by Hamilton Disston, was extended, on application, to 1st day of May.

April 21st, 1882.—The Governor laid before the Board a communication from Hamilton Disston, per J. J. Dunne, requesting certain corrections to be made in deeds Nos. 1 and 2, delivered by the Board to the said Disston. The Secretary was instructed to reply to said request, that, as it appears from said communication that the amount of land conveyed in the deeds 1 and 2, is less than the amount specified in said deeds by 197 68-100 acres, the correction asked for can be made by conveying in some subsequent deed an amount sufficient to make

up the deficiency, without changing the deeds heretofore executed and delivered.

April 25th, 1882.—The attention of the Board was called to a notice to settlers on Disston lands in Townships 21, 22, 23, 24 and 25, Ranges 20, 21 and 22, appearing in the "Sumterville Times" of April 21st, to the effect that the State authorities have no longer anything to do with giving titles to settlers on the Disston lands, and the Secretary was instructed to write to the Agent of Mr. Disston, at Jacksonville, that such notice is in conflict with the agreement made on the 10th of October, last, between the Board and Mr. Disston, and which is now existing; and to request a correction of such notice.

April 26th, 1882.—It was ordered that Mr. Hugh A. Corley be employed by the Board to compare and correct the list of lands selected by the Agent of Hamilton Disston, to complete the balance of the one million five hundred thousand acres to be deeded to him.

May 5th, 1882.—The following resolution was offered and adopted:

Whereas, Hamilton Disston has requested the Board of Trustees of the Internal Improvement Fund of the State of Florida, to deliver the Floats for the five hundred thousand acres of land in floats of six hundred and forty acres each, in advance of the time of delivery provided in the original contract relating thereto, and *whereas*, the Trustees aforesaid have received credits and payments on the sale of the four millions of acres of lands heretofore sold to said Disston, amounting to over seven hundred thousand dollars, and *whereas*, Sir Edward J. Reed, by agreement made with said Disston, a copy of which has been spread upon the Record of the proceedings of said Board, has bound himself to the said Disston to pay to the said Trustees the balance of the purchase money due on the said sale and has consented to the delivery to the said Disston of the said Floats, provided the same shall not be located until after the first of July, A. D. 1882, except one hundred thousand acres thereof, and *whereas* the time of the payment of the balance of the purchase money for the said four millions of acres of lands has been postponed at the request of the said Reed and by the consent of the said Disston to a period not beyond the first day of July next, and *whereas* the said Board is willing to accommodate the said Disston by the delivery of the said Floats in advance of the time provided therefor as aforesaid and upon the conditions aforesaid, and the further condition that the titles for the lands selected by the said Disston or his assigns and filed in the State Land Office, shall be retained by the Trustees as a security for the

payment of the balance of the purchase money due as aforesaid, and upon the condition that the delivery of the said Floats in advance shall not vary or change the terms of the original contract of sale in any other respect. Therefore it is ordered that the salesman of this Board do deliver to the said Disston the Floats aforesaid to the number of seven hundred and eighty-one of six hundred and forty acres each, taking his receipt therefor upon the terms and conditions hereinbefore expressed.

June 29th, 1882.—Sir Edward J. Reed proposes to pay one hundred and fifty thousand dollars, July first, on the Disston purchase, and asks for a delay of sixty days in paying balance of one hundred thousand dollars, and the Board agrees to extend the time for sixty days from July first upon his depositing on that day with U. S. National Bank of New York one hundred and fifty thousand dollars cash to the credit of the State Treasurer, and turning in balance due on Vose decree.

July 24th, 1882.—The Governor laid before the Board the following communications from Hamilton Disston:

PHILADELPHIA, July 1st, 1882.

Gov. W. D. Bloxham, Pres. I. I. Board of the State of Florida:

DEAR SIR: Sir E. J. Reed has telegraphed me that he has deposited in the United States National Bank of New York the sum of one hundred and fifty thousand dollars to the credit of Hon. H. A. L'Engle, Treasurer, and also authorized the application of the balance of the Vose decree on my land purchase in accordance with your telegram to Sir Edward of the 29th ulto. I therefore respectfully request that the time be extended sixty days from this date for making the final payment upon said land purchase.

Very respectfully yours,
HAMILTON DISSTON.

PHILADELPHIA, July 7th, 1882.

To the Trustees of the Internal Improvement Fund of the State of Florida:

DEAR SIR: I have consented to the agreement between Sir E. J. Reed and myself being modified to the extent that the payment of the sum of one hundred thousand dollars may be deferred for sixty days from the first instant.

The agreement in other respects stands good under which I am entitled to complete my selections of land to the extent of two million acres.

I am, Dear Sirs, Yours Respectfully,
HAMILTON DISSTON.

PHILADELPHIA, July 7th, 1882.

To the Trustees of the I. I. Fund of Florida:

DEAR SIR: You will please execute and deliver to Sir Edward J. Reed or to his order deeds for the land purchased by him from me under contract dated the 17th day of December, 1881, upon compliance on his part with the terms of said contract as subsequently modified by extension of time for payment of purchase money.

The amount of land to be so conveyed by you is two million acres less one hundred and seventy-one thousand five hundred and thirty-three acres to be conveyed by me to said E. J. Reed, under said contract.

I am, Dear Sirs, Yours Respectfully,

Signed in presence

of
J. J. DUNNE,
RICHARD SALINGER.

HAMILTON DISSTON.

{ SEAL }

September 11th, 1882.—The following letter was received from Mr. Hamilton Disston and ordered to be spread upon the minutes, viz.:

PHILADELPHIA, September 6th, 1882.

To the Honorable Board of Trustees of the Internal Improvement Fund of Florida:

GENTLEMEN: I herewith consent to the payment by Sir Edward J. Reed of thirty thousand dollars at once, and balance on September 20th.

Yours very respectfully,

HAMILTON DISSTON.

September 27th, 1882.—The following resolution was offered and passed:

Whereas, under the contract with Hamilton Disston for the sale of four million acres of land it was agreed that the Board might sell lands to be selected by him thereunder, and that upon making such sale the Board should pay over to Disston the proceeds thereof; and whereas, the Board has sold lands so selected and paid for by him, the proceeds of such sales being twelve thousand eight hundred and sixty-eight and five hundredths dollars, it is ordered that the Treasurer do pay to said Disston the said sum of twelve thousand eight hundred and sixty-eight and five hundredths dollars, taking his receipt therefor.

September 30th, 1882.—The following resolution was offered, and adopted:

WHEREAS, Objection has been made to the claim of certain settlers on the Disston Purchase, in South Florida, by some of the agents of the Florida Land and Improvement Company,

Resolved, That Captain B. M. Burroughs, State Timber Agent, be instructed to visit that section as early as practicable to examine into and report upon the facts connected with the claims so objected to, and also to inquire into other cases of like character that may come to his knowledge.

November 10th, 1882.—Captain B. M. Burroughs, who had been requested to inquire into and report upon the claims of certain settlers on what is known as the Gulf Coast Reserve in the Disston Purchase, appeared before the Board and reported the following cases in dispute, to-wit: W. H. Walkins, B. F. Meyers, Samuel E. Hope, Hiram Pent, Henry Furgurson, C. F. Wall and Jacob B. Mickler,—upon which action was deferred and the Secretary instructed to inform the Florida Land and Improvement Company accordingly, and to further say that sale would be made to the other settlers applying in accordance with the terms made by the Board with Mr. Disston, unless special objection is made at once.

A letter was received from Mr. Hamilton Disston requesting that all monies received on account of lands sold to settlers be turned over to the Florida Land and Improvement Company.

November 25th, 1882.—The following resolution was unanimously adopted:

Resolved, That the Secretary of this Board be instructed to address a communication to Hamilton Disston, stating that unless the balance of the purchase money due on the contract of sale of the four million acres of land to him, made on the first day of June, A. D. 1881, is paid on or before the fifteenth day of December A. D. 1882, a default will be called, in accordance with the terms of said contract.

November 28th, 1882.—Mr. W. T. Forbes appeared before the Board in behalf of the Florida Land and Improvement Company, and asked that in locating the floats issued to Mr. Disston in bodies of six hundred and forty acres, they may include tracts occupied by "settlers," provided that such settlers should not have paid for their lands prior to the date when float was, or may be, filed in the State Land Office; and any such settlers who have not yet paid shall have until January first, 1883, to pay for their lands at State prices, under the same rulings and on the same conditions as apply to other settlers on the Disston purchase, which proposition was assented to,—the Trustees reserving the right to determine what constitutes a "settler" within the meaning of the agreement existing between them and Mr. Disston.

December 26th, 1882.—Charles D. Willard, Attorney for Sir Edward J. Reed, this day paid to the Treasurer of the Board the sum of seven thousand five hundred dollars in currency, and in matured coupons of the first mortgage bonds of the Florida Railroad Company the sum of four thousand five hundred and fifty dollars, and unmatured coupons of the face value of seventy-seven thousand three hundred and fifty dollars (\$77,350), and deposited to the order of said Treasurer, in the Bank of Jacksonville, the sum of thirty-three thousand seven hundred and thirty dollars (\$33,730), the same being in full payment for the four million acres of land sold to Hamilton Disston.

DRAINAGE OF LAKE OKEECHOBEE.

The undersigned in behalf of Hamilton Disston, Wm. H. Wright and Whit H. Drake, of the city of Philadelphia, Penn., and Wm. C. Parsons, of Arizona, Albert B. Linderman, also of the city of Philadelphia, and I. Coryell, of the State of Florida, respectfully ask of your honorable body a contract which may be mutually agreed upon for the reclamation of the overflowed lands of the State of Florida that now belong to the State, or may hereafter be patented to the State by the United States, by the lowering of the waters of Lake Okeechobee, thereby lowering the high-water level of the Kissimmee river, and by the increased current thus created in said river cause the bed of the river to cut or wash out, also by cut-offs of bends further increase of the current by which improvements confine the water-flow to within its natural banks and effectually prevent their overflow. The drainage of Lake Okeechobee, if necessary, by a series of cuts or canals to the waters of the Caloosahatchie river on the west, by a cut or canal on the east or Atlantic coast side to the waters of the St. Lucie, and if found by a survey feasible and necessary also to cut or canal to a stream or streams through the Everglades on the south, also by cuts or canals on the southeast side of the Everglades at the Miami river and other small streams having their head in the Everglades, should the same be necessary in reducing the waters of Lake Okeechobee to effect the desired object, to permanently drain and reclaim the lands now subject to overflow by said lake, Kissimmee river, its branches and lakes contiguous, whose waters now flow, or can be made to flow into said river. Said work to be accomplished under an experienced engineer, with the right to throw up embankments, the making of sluice-ways, dikes or any other means as may be adopted by engineering experience to effect the drainage of all that territory now subject to overflow lying south of range 23 and

east of Peace creek, south and east of the peninsula. Payment or consideration for said reclamation to be made by the State to said H. Disston, W. H. Wright, W. H. Drake, W. C. Parsons, A. B. Linderman and I. Coryell by the State in a percentage of all lands so reclaimed in such proportions as may be mutually agreed upon by the board and the contracting parties.

We also desire and respectfully ask that a price per acre on all or any part of the lands thus reclaimed may be fixed by the board that may be retained or held by the State, with the privilege of purchase by said Disston and his associates, and that a reservation be made for such time as the board in their wisdom may determine to enable said Disston and his associates if they so elect to become the purchasers. In order that Disston and associates may begin said improvements understandingly and with a free knowledge of the work to be accomplished desire at the hands of the board days to organize their engineer corps for work on the survey and one year from the date of their contract to begin the work of excavation, &c., to carry out the objects of the contract.

A. B. LINDERMAN,
I. CORYELL.

January 22, 1881.

"DRAINAGE CONTRACT."

Articles of agreement made and entered into this, the 26th day of February, A. D. one thousand eight hundred and eighty-one, by and between Hamilton Disston, William H. Wright and Whit H. Drake, of the City of Philadelphia, in the State of Pennsylvania, William C. Parsons, of Arizona, Albert B. Linderman, of the City of Philadelphia aforesaid, and Ingham Coryell, of the State of Florida, parties of the first part, and William D. Bloxham, Governor of Florida, George P. Raney, Attorney-General, Hugh A. Corley, Commissioner of Lands and Immigration, Walter Gwynn, Treasurer, and William D. Barnes, Comptroller of said State and *ex-officio* the Trustees of the Internal Improvement Fund of the State of Florida, of the second part, witnesseth, That the parties of the first part, for themselves, their heirs, executors, administrators, jointly and severally agree and bind themselves, at their own expense and charge, to drain and reclaim by draining all overflowed lands in the State of Florida practicable and lying south of township twenty-three and east of Peace Creek, belonging to the State of Florida or said Internal Improvement Fund, now subject to overflow by Lake Okeechobee, the Kissimmee river and its branches, and the lakes contiguous to said river whose waters now flow into or can be made to flow into said river, or

into Lake Okeechobee, or into the Caloosahatchie river, or Miami river, or other outlets, by cuts or canals, including both those already patented as well as those which may hereafter be patented to said State by the United States, the said lands to be reclaimed and drained and rendered fit for cultivation by permanently lowering and keeping reduced the waters of Lake Okeechobee, and thereby permanently lowering and keeping reduced the high water level of said river, and by thus lowering the waters of said lake, creating an increased current in said river, and by the increased current thus created causing the bed of said river to cut or wash out; and by these means, and by cutting off bends in said river, to further increase the current of said river and permanently confine the water-flow of said river within its natural banks, and thereby effectually and permanently prevent the overflow of the banks, it being understood and agreed that the drainage, reduction or lowering of the waters of Lake Okeechobee may be made by a series of canals or cuts from the waters of said lake to the Caloosahatchie river on the west, and by cuts or canals from said lake eastwardly to the waters of the St. Lucie or other available points; and also by cuts or canals southwardly to some stream or streams through the Everglades; and also by cuts or canals on the southeast side of the Everglades to the Miami river, and to any small streams heading or rising in the Everglades:

Provided, however, That no canals or cuts shall be made, dug or constructed unless the same be necessary to reduce the waters of said Lake Okeechobee, to effect the said object of drainage, and permanently reclaim said lands. It is expressly understood and agreed that the work and enterprise of making and constructing such cuts and canals, and of doing whatever may be proper or necessary to effect the drainage and reclamation and rendering fit for cultivation of said lands, is to be begun, carried on, and continued and prosecuted under the personal direction and supervision of a skillful and experienced Civil Engineer, to be provided, maintained and paid by the said parties of the first part; and that the said parties of the first part are to have the right to throw up embankments, make and construct sluice-ways, and dikes, and cuts, and canals, in, on and through all lands, or any of said lands, of the State or Fund, and to use any timber or earth, or stone or other material on said lands belonging to said State or Fund.

The parties of the first part further agree that they will, within ten days from the execution and delivery of these presents, deposit with B. C. Lewis & Sons, bankers, at Tallahassee, the sum of five thousand dollars, to be held by them subject to the joint order of Hamilton Disston on the part of the parties

of the first part and the Treasurer of the Board of Trustees of the Internal Improvement Fund on the part of the second part, to be forfeited to the parties of the second part absolutely if the said parties of the first part shall fail to perform the covenants herein, or any part of them; and that within ninety days from such execution and delivery they will commence, by suitable and competent engineers, and will prosecute and finish without delay, a thorough survey of levels for ascertaining and determining what portion of and in what manner said lands can be drained; that upon the report of such survey being received, and within six months from the signing of these articles, the said parties of the first part will put into actual work of excavation within the limit of said territory, and maintain at regular work thereon, a force of men and machinery as shall not at any time thereafter be less than equal to the labor of one hundred men until the completion of said work.

The parties of the second part, for themselves and their successors in office, do agree and bind themselves and their successors in the administration of said trust, that they will, and their successors shall, pay, give, grant, transfer and deed the alternate sections of land belonging to the State or to their Fund, (not including school lands,) now patented or that may be hereafter acquired within the limit of this contract, which may be reclaimed and thus rendered fit for cultivation, such lands to be conveyed in such quantities and at such times as may be justified by the progress of the work, and which is equitable and just the said parties hereto, it being mutually agreed that the policy of the Board of Trustees will at all times be such as not to pay in excess of the work done, and yet to such extent and at such times as will facilitate and aid the faithful performance of the covenants of the parties of the first part: *Provided, however,* That no lands or compensation shall be conveyed or payable to said parties of the first part until some considerable quantity of lands, not less than two hundred thousand acres, shall have been reclaimed.

It is further agreed by the parties hereto that the association of F. A. Hendry, Jacob Summerlin, James Evans, Ziba King, J. J. Blount, M. W. Hendry, H. A. Parker and S. G. Thorp, with the parties of the first part, as representatives of such interest in the covenants of these presents as may be agreed upon with the said parties of the first part will be approved of and by the parties of the second part.

It is further understood and agreed that all work shall be done in a substantial and first-class manner, and that time is to be considered as the essence of this contract both as to the making of the deposit of five thousand dollars and for com-

mencing and completing the survey of levels for ascertaining and determining the portion of and in what manher said lauds can be drained, and for commencing the actual work of excavation within the limits of said territory with the force of men and machinery not less than equal to the labor of one hundred men; and that on failure to do either or any of said things within the time stated they are to be commenced, then said five thousand dollars shall become and be the property of said Trustees, and this contract shall be otherwise void. This contract is not to be construed as applicable to the school lands in said territory.

In testimony whereof the parties of the first and second part have hereunto set their hands. The parties of the second part have attached thereto their seal of office [L. s.] at Tallahassee the 31st day of January, A. D. 1881, and of the first part their seals at the places and dates hereunder designated.

W. D. BLOXHAM, Governor.
W. D. BARNES, Comptroller.
WALTER GWYNN, Treasurer.
GEO. P. RANEY, Attorney-General.
HUGH A. CORLEY,

Commissioner of Lands and Immigration.

HAMILTON DISSTON, [L. s.]
INGHAM CORYELL, [L. s.]
ALBERT B. LINDERMAN, [L. s.]
WHITFIELD H. DRAKE, [L. s.]
W. C. PARSONS,

Per Hamilton Disston, his attorney-in-fact.

W. M. H. WRIGHT,

Per Hamilton Disston, his attorney-in-fact.

WHEREAS, The articles of agreement for the reclamation of the lands overflowed by the waters of Kissimmee river and its tributaries and Lake Okeechobee heretofore signed by the Trustees of the Internal Improvement Fund, and transmitted for the signatures of Hamilton Disston and others, has been returned to the Trustees with certain suggestions and requests for the modification and amendment of said articles of agreement; therefore, be it

Resolved by the Board of Trustees of the Internal Improvement Fund of the State of Florida, That the following provisions, modifications and amendments of the articles of agreement heretofore signed by said Trustees are adopted as part and parcels of said articles:

1. *It is provided*, That the contract is not to be binding

upon the parties of the second part until it shall have been signed by Hamilton Disston and William H. Wright.

2. *It is provided further*, That the words "twenty-three" in the first clause of said contract shall be read and construed as "twenty-four."

3. *It is further agreed*, That if the parties of the first part, or they and such persons as they may associate with them, shall become incorporated under the laws of this State, then the body corporate so incorporated and constituted may take the place of the said parties of the first part, and be entitled to all the rights and powers, and shall be subject to all the obligations, covenants and conditions of this contract.

4. *It is further understood and agreed*, That should there at any time be a failure upon the part of the parties of the first part, for the period of sixty days, to prosecute said work, or, in other words, should said parties of the first part omit for said period to carry on the work, as contemplated by this instrument, then the said parties of the second part, and their successors, shall also have the right to terminate and annul the contract, by notice served upon the parties of the first part, or published in a newspaper in Tallahassee for the period of thirty days. Such annulment, however, shall not affect the right of said parties of the second part to hold and have or retain said five thousand dollars as forfeited to them.

5. *It is further agreed and understood*, That no interruption of work by high water, storms, breaking of machinery, epidemics, sickness or disease, or other providential interference, or by any accident, shall be considered or taken into account against said parties of the first part, for and during such time as the high water, storms, sickness, disease or epidemic, or other providential interference shall continue, or for and during such time as may be reasonably necessary for repairing machinery, or during the period for which any such accident may interrupt such work.

6. *It is further agreed and understood*, That after the permanent reclamation of two hundred thousand acres of land, and the approval thereof by the parties of the second part, or their successors, the said parties of the first part shall have the right to withdraw the five thousand dollars.

7. *It is further agreed and understood*, That the deposit of the five thousand dollars may be made with the Treasurer of the State, as such Treasurer, instead of with B. C. Lewis & Sons.

8. *It is further understood*, That this contract is made by the respective parties hereto with the full knowledge of the legislation of the General and State governments in reference

to this Fund, and of the acts, resolutions and previous contracts of the Board of Trustees of the Internal Improvement Fund in relation to the drainage and reclamation of lands by contracts made with any persons and corporations.

September 1st, 1881.—Hamilton Disston and others, parties to the drainage contract, having associated themselves together under the name and style of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, and become incorporated in accordance with the laws of this State, an agreement was entered into substituting said Atlantic and Gulf Coast Canal and Okeechobee Land Company for "Hamilton Disston and others" in the contract to drain Lake Okeechobee.

October 26th, 1881.—The Governor laid before the Board the following letter from I. Coryell, General Superintendent of the Atlantic and Gulf Coast Canal and Okeechobee Land Company:

JACKSONVILLE, FLORIDA, October 18, 1881.

Governor W. D. Bloxham:

DEAR SIR: Should our company be successful in lowering the waters of Lake Okeechobee there might possibly a question arise as to what lands had been reclaimed, admitting there are lands within the district that are free from overflow, the land company propose taking all such with floats we expect to receive.

I now propose on the part of the company "that we select by personal inspection all the high and dry lands within the limits of the reclamation district, as soon as the condition of the waters will allow it, and that the State joins us in the inspection by the appointment of an inspector to represent the State; and all lands returned as not subject to overflow be taken by the land company." Will you please place this proposition before the Board. Should the Board see proper to suggest any other mode to accomplish the object of setting at rest finally and forever any contention as between the State and our reclamation company as to what *are* and what *are not* reclaimed lands, would be pleased to have them do so. Some mode of settlement at this stage would perhaps avoid a vexed question in the future.

We now have all the evidences of what *are* or *are not* overflowed lands, and plenty of reliable witnesses to prove the fact. If affected by drainage the proof would not be so satisfactory. With the views above expressed I would thank you, as chairman of the Board, to lay the matter before them for such action as may seem proper to accomplish the object sought.

Very respectfully, your obedient servant,

I. CORYELL, General Superintendent.

It was ordered that the Secretary reply to Mr. Coryell that the Board is willing to appoint an agent to act with an agent of the company for the purposes named in his communication, acting on the supposition that the company will proceed at once to the work of reclamation, and requesting him to notify the Board of the intention of the company in that respect.

November 22d, 1881.—The following letter was received from the President of the Atlantic and Gulf coast Canal and Okeechobee Land Company:

PHILADELPHIA, November 7, 1881.

To the Internal Improvement Board of the State of Florida:

GENTLEMEN: I have the honor to inform you that the Atlantic and Gulf Coast Canal and Okeechobee Land Company is now, and for some time past has been, employing labor upon the drainage of Lake Okeechobee equal to the labor of one hundred men. I am also instructed to advise you that our company has perfected arrangements for the use of dredge-boats, now in course of construction, as soon as they can be delivered, by which we expect to demonstrate within a few months the feasibility of draining the lake and reclaiming the lands now covered by its waters.

Very truly,

S. H. GREY, President.

January 3d, 1882.—The following letter was received from Colonel I. Coryell, General Superintendent of the Atlantic and Gulf Coast Canal and Okeechobee Land Company:

JACKSONVILLE, FLORIDA, December 27, 1881.

Governor W. D. Bloxham, President Board of Internal Improvement:

DEAR SIR: I desire to respectfully represent that our company have given such evidence of their intention of carrying out their contract with the State that they feel warranted in asking that the money forfeit of \$5,000 deposited with the State Treasurer be restored to our company. Already over \$20,000 has been spent in the building of the Cedar Key dredge (which is now en route to Myers) and the preparation at Kissimmee City for the building of another dredge and steamboat, together with the expenses incurred at the head of the Caloosahatchie, will increase our outlay before the end of January over \$30,000. Under the circumstances we ask the early consideration of your Board on this application. The machinery for Kissimmee dredge is here; also steamboat machinery expected daily.

Very respectfully, your obedient servant,

I. CORYELL, General Superintendent.

The Secretary was instructed to reply to Colonel Coryell, and

refer him to the drainage contract, and the subsequent amendments thereto and modifications, according to the terms of which the work has not advanced to that point which will authorize a surrender by the Trustees of the money forfeit of five thousand dollars deposited by the company.

February 28th, 1882.—The following resolution was unanimously adopted:

WHEREAS, Hamilton Disston and others, parties to the contract of February 26, 1881, for the drainage of certain lands granted to the State of Florida, deposited five thousand dollars with this Board, as the said contract provided; and whereas, the Atlantic and Gulf Coast Canal and Okeechobee Land Company, successors of said Disston and others, did, on or before the 31st day of January, apply to this Board for a return of said sum of money to them, upon condition that they should deposit with this Board their obligation for a similar amount, payable subject to the terms of said contract, the same to be endorsed by said Disston; and whereas, the said company had actually commenced the work of drainage, having two dredges and a supply steamer and other property in the State engaged therein, and having otherwise expended large sums of money in said enterprise; and whereas, upon consultation of members of the Board it was agreed that such surrender should be made, and the Treasurer did so surrender said money, receiving the said obligation, which is in the following words, to-wit:

The Atlantic and Gulf Coast Canal and Okeechobee Land Company, a corporation under the laws of the State of Florida, for a valuable consideration hereby promises to pay to Henry A. L'Engle, Treasurer of the Board of Trustees of the Internal Improvement Fund of the State of Florida, the sum of five thousand dollars on the happening of the condition hereinafter mentioned, and not otherwise. This note shall become due and payable only in the event of the failure of said company to reclaim two hundred thousand acres of land from overflow in accordance with the terms of a contract made between said Board of Trustees of the one part, and Hamilton Disston and others of the other part, and which said Disston and others have assigned and transferred to said corporation.

S. H. GREY, President.

Attest—WM. CULBERTSON, Secretary.

[L. S.]

Endorsed—HAMILTON DISSTON.

Therefore, be it resolved, That such surrender was authorized and is hereby approved and ratified.

March 8th, 1882.—The following resolution was offered and adopted:

Be it resolved by the Board of Trustees of the Internal Im-

provement Fund of the State of Florida, That whenever the Atlantic and Gulf Coast Canal and Okeechobee Land Company, the successor of Hamilton Disston and others, under the contract for drainage made and entered into February 26, 1881, and subsequently amended, shall notify this Board that it has reclaimed two hundred thousand acres of land under said contract, and shall furnish a list or statement of the lands which it claims to have reclaimed, this Board will appoint some competent person as commissioner on the part of the Trustees of the Internal Improvement Fund to examine the work done and the lands thereby drained, and said company shall also appoint some competent person to act as Commissioner on the part of the said company to unite in such examination, and if, upon such examination, the two Commissioners shall find and report that two hundred thousand acres of land, or a larger quantity, have been reclaimed and drained and rendered fit for cultivation by said company, according to the terms of said contract, and that the work done by said company is sufficient to keep such lands permanently reclaimed, drained and rendered fit for cultivation in the manner and as provided by said contract, and is in all other respects in compliance with the intent and requirements of said contract; and shall in such report specify the work done and the lands so reclaimed and rendered fit for cultivation; then the Trustees will convey by deed to said company that portion of the lands to which it is entitled under said contract; and if the said Commissioners shall not agree touching any portion of the lands claimed to have been reclaimed, or as to the sufficiency of work or works done by said company, they shall be authorized to refer the points of difference to the decision of some third person, to be selected by them and approved by the said Trustees and the company, and the decision of such third person shall be held valid and binding upon the Trustees of the Internal Improvement Fund and said company.

Resolved further, That it is understood that the said contract above mentioned does not apply to school lands.

March 16th, 1882.—The following resolution was presented and unanimously adopted:

Resolved, That the Hon. Silas L. Niblack be employed as agent of the Trustees of the Internal Improvement Fund to make an examination of the lands granted to the State of Florida as swamp lands under the act of September 28th, 1850, and which are embraced in the contract for drainage made by said Trustees with "The Atlantic and Gulf Coast Canal and Okeechobee Land Company;" that such examination shall embrace the lands in the following limits: all the lands in Polk

and Manatee counties east of range 27, and also townships 38, 39, 40, 41 and 42 of ranges 26 and 27, in Manatee county; all of Monroe county on the mainland south of the Caloosahatchie river; township 25 of ranges 28, 29, 30, 31 and 32, in Orange county; and all of said county south of township 25; all of Brevard county lying west of the following line: commencing at the northeast corner of township 25, range 32, thence south two townships, thence east one township, thence south two townships, thence east to the northeast corner of township 30, range 37, thence south three township, thence east one township thence south to the northern boundary of Dade county, and all of Dade county except that portion lying north of township 53 and east of the ridge separating the lands overflowed from Okeechobee and the Everglades from the Atlantic coast; that such examination shall be for the purpose of ascertaining the general character of the swamp lands within said limits with respect to their liability to overflow, and estimating what proportion of said lands will be reclaimed by the work of drainage contracted to be done by The Atlantic and Gulf Coast Canal and Okeechobee Land Company, or their successors or assigns, and what proportion of said lands are already high and dry enough for cultivation, and will not therefore be reclaimed by the proposed work.

The agent will report to the Trustees the result of his examination, and shall also give his opinion and views resulting therefrom as to whether or not it will be advisable to have a thorough examination and survey made of the State lands within said limits, and a list prepared designating those not now subject to overflow, and separating them from the other lands embraced in the district of country contracted to be reclaimed.

Resolved, That a copy of this resolution be furnished the officers of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, and that they be invited to furnish an agent to accompany the agent of the Board in the examination as provided in the foregoing resolution. It was ordered by the Board that for the services to be performed by the Hon. S. L. Niblack, in pursuance of the foregoing resolution, he shall receive his actual travelling expenses, and the sum of two hundred dollars (\$200) per month for the time he is engaged in the work, counting from the time of his departure from his home for that purpose.

The following resolution was also adopted:

Resolved, That in the division of the lands embraced in the contract for drainage entered into between the Trustees of the Internal Improvement Fund of the State of Florida, and "the Atlantic and Gulf Coast Canal and Okeechobee Land Com-

pany," the Trustees take the even numbered sections and the said Company take the odd numbered sections in each township, and that the Trustees and said company, respectively, take alternately the sections remaining in each township after said Trustees and company shall each have taken seventeen sections as aforesaid in a township, and that fractional townships be divided on a similar basis of equality; and that a copy of this resolution be furnished said company for their concurrence.

Resolved, further, That the Salesman of the Board put on market to actual settlers the lands falling to the Trustees in the division aforesaid.

April 21st, 1882.—The following resolutions were adopted:

Resolved, That it is the understanding of this Board that the lands to which the Atlantic and Gulf Coast Canal and Okeechobee Land Company will be entitled under their contract of drainage are withdrawn from sale.

Resolved, That lands belonging to this Board, within the Okeechobee drainage district, may be sold to persons who are not actual settlers, as well as to such settlers; *Provided, however*, That no more than six hundred and forty acres shall be sold to any one person.

LAKE CITY, FLORIDA, June 27, 1882.

Hon. W. D. Bloxham, Governor and ex-officio President of the Board of Trustees of the Internal Improvement Fund of Florida:

In obedience to a resolution of your Hon. Board of the 16th March, 1882, appointing and requesting me as agent of said Board to make examination of the lands granted to the State of Florida as swamp lands under the act of September 28, 1850, and which are embraced in the contract for drainage made by said Trustees with the "Gulf Coast Canal and Okeechobee Land Company," I have the honor to say: I have made the examination by personal observation so far as it was practicable, and from information obtained from a large number of the people living in that immediate section of country, and who have a thorough knowledge of its condition, and are prepared to submit my opinion and views based upon the sources of information mentioned, and respectfully submit the following report:

As part of my instructions I was to examine all of Dade county except that portion lying north of township 53 and east of the ridge separating the lands overflowed from the Okeechobee and the Everglades from the Atlantic ocean. This ridge I

suppose to be the west bank of Indian river extending south from the northern boundary line of Dade county to Jupiter Inlet, and thence on the Atlantic coast to Lake Worth, thence south on the Atlantic coast to the Miami river in township 53. This ridge is from a quarter mile to one mile in width, and perhaps in a few places over one mile wide. At the mouth of Miami river there is a small section suitable for settlement and cultivation. The most of the land originally belonged to the United States, but has been taken up by purchase and homestead entries. On the banks of New river for a distance of about four miles in length and one-half mile in width is land suitable for cultivation without drainage. With the exception of these small pieces of land, the balance of the land in Dade county would come within the terms of your drainage contract.

In Brevard county your instructions were to examine all the lands lying west of the following lines: Commencing at the northeast corner of township 25, range 32, thence south 2 townships, thence east 1 township, thence south 2 townships, thence east to the northeast corner of township 30, range 37, thence south 3 townships, thence east 1 township, thence south to the northern boundary of Dade county.

Within this limit there is in the neighborhood of Fort Drum a pine ridge about five miles in length and one-half to three-quarters of a mile in width that might be, with light drainage, cultivated; there is also near Taylor's creek a small ridge of pine land that during a dry season might be cultivated, but subject to overflow in a wet season. There is also a pine ridge commencing about Fort Davenport and running south to the vicinity of Lake Istakapoga; it is four or five miles wide and has numerous lakes and ponds on it, and as it approaches the vicinity of Lake Istakapoga it gradually disappears. No one lives on this ridge; it is considered to be very barren.

Your instructions also required me to examine the lands in Orange county in township 25, ranges 28, 29, 30, 31 and 32, and all of said county south of township 25. In my opinion all the land not subject to overflow in this limit has been purchased, and the remainder would come within the terms of your drainage contract.

Your instructions also required me to examine all the lands in Polk and Manatee counties east of range 27, and also townships 38, 39, 40, 41 and 42 of ranges 26 and 27 in Manatee; all of Monroe county on the main land south of the Caloosahatchie river. I did not visit but a small section of this country, but I made strict inquiry of a large number of persons who have lived for a number of years in these counties and who

have a thorough knowledge of the country at all seasons of the year, and upon whose judgment and opinions I think your Board can strictly rely, and upon whose opinions I base this report; that with the exception of a very small quantity of land immediately on the Caloosahatchie river and a few small spots or tracts south of said river, the entire country would be considered and come within the terms of your contract.

The above report embraces all the land your instructions required me to examine, and I will add that having spent some five weeks in making an examination of not more than two-thirds of the country embraced in your instructions, and from information as to the remainder, as I have above stated, I concluded to return and report to your Hon. Board, and if they desired I would return and complete the examination.

I give it as my opinion and views resulting from examination and information received it is not advisable to have a thorough examination and survey made of the State lands within said limits and a list prepared designating those not subject to overflow, and separating them from the other lands embraced in the district of country contracted to be reclaimed.

The expense attending the organization, equipping and supplying of a regular surveying party, and the time required to go over the territory embraced in the contract, would be so heavy I am satisfied the quantity of land not now subject to overflow would be so small it would not pay the State the expense of examination and survey. In this opinion I am sustained by all the parties with whom I conversed on the subject.

Although not required by my instructions, yet it may not be out of place for me to make some statements in reference to the condition of the country embraced within your contract for reclamation. The water of Lake Okeechobee does not overflow the entire country around the lake except on the south side, where it spreads out and overflows that section of the country known as the Everglades.

The Kissimmee river whose head waters are in the county of Orange runs south and empties into Okeechobee; the lakes, prairies and flats on either side of Kissimmee river are filled and overflowed from rain-fall, at the same time the banks of the river overflow and the water from the river, lakes, &c., come together and cover an immense territory of country, but this overflow is not caused by the overflowing and spreading out of the water of Okeechobee. The tendency of the water in the vicinity of the Kissimmee is towards Lake Okeechobee. On the west side of the lake the direction of the water is towards the Gulf, and that portion of the country between the lake and

the head of Caloosahatchie river does overflow by the waters from the lake. But there is on both sides of the Caloosahatchie river large sections of country that are overflowed from rain-fall, and this water makes its way to the river and the Gulf. On the northeast side of the lake, and east of the Kissimmee river in the neighborhood of Fort Drum, where the country is subject to overflow, a large portion of the water makes its way to the St. Johns river, showing that the country is not subject to overflow by the overflowing of Lake Okeechobee. On the east side the same state of facts exists, that a large portion of the country is overflowed by actual rain-fall.

Of course there is around the margin of the lake a large section of country subject to overflow by the water from the lake; but the immense territory of country extending from the lake for 20 perhaps 40 miles in some directions subject to inundation or overflow, is not caused by the overflowing of the lake, but the much larger portion of it is overflowed by rain-fall.

This drainage enterprise is one of very great importance to the State, and if successful will open up a large section of country for settlement and cultivation; and from the present tendency of immigration to South Florida I have no doubt that as fast as the land is permanently drained it will be purchased and improved, which will add largely to the taxable resources of the State and contribute to the relief of the people from heavy taxes.

But to accomplish the object in view it will certainly require an immense expenditure of money. I am informed it will be necessary for the complete reclamation of the land to cut three and more than probable four large canals. One to connect Lake Okeechobee with the Caloosahatchie river, one to enlarge and straighten the Kissimmee river, one to connect the lake with St. Lucie river on the east, and more than probable one farther south to connect the lake with New or Hillsborough river. And again, to drain that large portion of country subject to inundation by rain-fall will require quite a number of large ditches of various lengths and in different directions to some source where the water will be carried either to the Atlantic or to the Gulf.

The company seem to be pressing the work with great energy. They have two dredge-boats at work, one on Lake Okeechobee working in the direction of Caloosahatchie river, the other on the Kissimmee river.

When in that section I visited the dredge on the Kissimmee river, and although not acquainted with the working of such machines, it seems to me it was doing remarkably well.

I believe each dredge has a capacity to cut a canal 12 feet

deep and 38 feet wide. As to the quantity of earth it can remove in a day I am not advised.

In concluding this, my report, I can only say I hope the enterprise will be successful and that that valuable portion of our State be permanently reclaimed whereby the whole State will be largely benefited.

Respectfully submitted,

S. L. NIBLACK.

July 20th, 1882.—J. M. Kreamer, Engineer of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, appeared before the Board and asked, in view of the progress made under their contract of drainage, the magnitude of the work undertaken, and the great expense incurred therein, that the Board advance to the company one hundred and fifty thousand acres of the land which would fall to the munder their drainage contract upon the completion of the work.

Whereupon the following resolution was presented and adopted:

Resolved, 1st, That we convey to the Atlantic and Gulf Coast Canal and Okeechobee Land Company one hundred and fifty thousand acres of land in the drainage district, of the odd sections, being a portion of the land that will belong to said company under their contract of drainage, on the following conditions: That said company will enter into a bond with proper security, that the proceeds arising from the sale or pledge of said lands shall be expended in further work of drainage, and none to be expended or paid out for work already done; that the State is to have an agent to inspect the work hereafter to be done, and examine all accounts for said work which is paid for from the proceeds of said land, with power to reject any improper charge.

Second. That we will convey to them six sections additional for every mile of canal twenty feet wide and five feet deep, completed on above conditions.

September 14th, 1882.—The following resolution was adopted:

Resolved, That for all lands in the odd numbered sections sold by this Board and lying within the drainage district of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, to which said company would be entitled, since June 13th, 1881, the said company shall be entitled to receive from the Board an equal number of acres to be selected within the even numbered sections in said drainage district.

October 30th, 1882.—Mr. Henderson laid before the Board an application of the Atlantic and Gulf Coast Canal and Okeechobee Land Company of Florida, to have the western boundary of the drainage district established, and presented a map

with an endorsement by F. A. Hendry thereon, and asked that the line indicated be adopted.

The following resolution was adopted:

Resolved, That the western boundary of the district to be drained by the Atlantic and Gulf Coast Canal and Okeechobee Land Company, under its contract with the Board be and is defined as follows: Commencing on township line between twenty-five (25) and twenty-six (26), down the range line between twenty-seven (27) and twenty-eight (28) to line between townships twenty-nine (29) and thirty (30); thence west along said line to line between ranges twenty-six (26) and twenty-seven (27); thence south on said range line to line between townships thirty-two (32) and thirty-three (33); thence east to range line between ranges twenty-seven (27) and twenty-eight (28); thence south on said range line to township line between townships thirty-five (35) and thirty-six (36); thence west on said line to range line between twenty-six (26) and twenty-seven (27); thence south to township line between forty (40) and forty-one (41); thence west on said line to range line between ranges twenty-five (25) and twenty-six (26); thence south on said line to township line between townships forty-one and forty-two (41 and 42); and thence west to Charlotte Harbor; thence along the coast to the line between townships forty-five (45) and forty-six (46); thence east along said township line to range line between ranges twenty-six (26) and twenty-seven (27); thence south on said range line to the waters of the Gulf of Mexico.

Provided, That no compensation shall be allowed to the said company for any lands heretofore sold by the Trustees of the Internal Improvement Fund, lying west of the line between ranges twenty-seven (27) and twenty-eight (28).

November 20th, 1882.—The following resolutions were offered and adopted:

Resolved, That the resolution adopted July 20th, 1882, in regard to conveying to the Atlantic and Gulf Coast Canal and Okeechobee Land Company one hundred and fifty thousand acres of land of the odd sections in the drainage district be amended so as to read and be as follows: First. That to enable the said Atlantic and Gulf Coast Canal and Okeechobee Land Company to carry on the work contemplated by its contract for drainage with this Board, we will convey to it one hundred and fifty thousand acres of land of the odd sections within the drainage district said one hundred and fifty thousand acres, being a portion of the land which will fall or belong to said company under said contract, such conveyance to be on the following conditions, viz: That said company shall use and expend

thirty-seven thousand five hundred dollars (\$37,500) which it may be enabled to procure on account of having such conveyance, or on the faith thereof, in the further work of the drainage provided by such contract. None of it, however, to be expended or paid out for work already done, and upon the further condition that this Board shall have the right to appoint an agent to inspect such work hereafter to be done and that done during the present month, and the further right to examine all accounts for such work which may be paid for from such money with power to reject any improper or excessive charge or expenditure, and upon the further condition that the said Atlantic and Gulf Coast Canal and Okeechobee Land Company shall enter into bond with good sureties, or security to be approved by this Board, in the sum of thirty-seven thousand five hundred dollars (\$37,500), payable to said Board and its successors in office, conditioned that said Atlantic and Gulf Coast Canal and Okeechobee Land Company shall expend the sum of at least thirty-seven thousand five hundred dollars in such further work of drainage, such expenditures and the accounts therefor to be approved by said Board; *And, whereas*, It is understood that money has been obtained by said company upon the faith that the conveyance contemplated by said original resolution of July 20th, 1882, would be made, it is agreed that the expenditures made and to be made for work done, or to be done during the present month of November, which may be approved by this Board shall be taken and included as a part of the sum of thirty-seven thousand five hundred dollars aforesaid.

Resolved, 2d, That we will convey to said Company six odd numbered sections additional within the drainage district for every mile of canal twenty feet wide and five feet deep which may since the 20th day of July have been completed, or may hereafter be completed by said company.

RAILROADS AND CANALS.

January 22d, 1881.—Mr. J. G. Speer, President of the Apopka Canal Company appeared before the Board and asked for an extension of the time of completion of the Canal which was granted, and said company was allowed until January 1st, 1883, to complete the canal and the reclamation of the lands.

January 27th, 1881.—A petition was received signed by several members of the Legislature and others, citizens of East and South Florida, setting forth the fact that a proper survey had never been made of the Gainesville, Ocala and Charlotte Harbor Railroad, and asking that the lands heretofore reserved for said road be restored to market.

January 28th, 1881.—The Atlantic, Gulf and West India Transit Company filed copy of transfer to Tropical Florida Railroad Company of that portion of the former Florida Railroad which lies between Ocala and the waters of Tampa Bay, and the extension to Charlotte Harbor.

January 31st, 1881.—A proposition was received from H. S. Sanford and others to reclaim the lands in the valley of the Ocklawaha, and the adjacent lands subject to overflow.

February 10th, 1881.—The Board adopted a resolution authorizing Henry S. Sanford and others to drain and reclaim the Swamp and overflowed lands adjacent to Lake Harris, Lake Eustis and Lake Griffin, and the Ocklawaha river between Lake Eustis and the line dividing townships fifteen and sixteen, south, and in said resolution particularly described the lands to be drained and reclaimed.

A resolution was also adopted by the Board authorizing the Apopka Canal Company to sell three thousand acres of land which they have stipulated to drain, provided the proceeds of said sale be applied exclusively to the prosecution of the work of drainage, and all accounts for said work shall be approved by the Board before being paid from the funds so obtained.

February 11th, 1881.—The East Florida Railway Company having filed plans and specifications of construction of the road, the odd numbered sections of swamp land lying within six miles on either side of said East Florida Railway were reserved from sale.

February 17th, 1881.—A letter was received from General Henry S. Sanford and his associates accepting the terms of the resolution adopted on the 10th inst., in relation to the drainage of lands in the Ocklawaha valley, and requesting that the lands designated in said resolution be withdrawn from market; *Ordered*, That the lands designated in the resolution of the 10th instant, authorizing Henry S. Sanford and his associates to drain and reclaim the same, be withdrawn from market.

February 22d, 1881.—A letter was received from the Midland Railway, Drainage and Canal Company setting forth their plans and asking for additional reservation of lands.

February 28th, 1881.—A petition was received from a number of citizens residing in the vicinity of Long Lake and Deep Creek, north and northwest of Spring Garden Lake, asking aid in clearing out Deep Creek and making it navigable for several miles from Spring Garden Lake and draining the adjacent overflowed lands, and an accompanying letter from Alexander Wallace proposing to do the work for twelve thousand acres of land, which papers were referred to the Commissioner of Lands and Immigration to inquire and ascertain the quantity of land

that would probably be reclaimed by the improvement asked for.

March 10th, 1881.—The Board was formally notified that the name of the Gainesville, Ocala and Charlotte Harbor Railroad Company had been changed to that of the Florida Southern Railway Company.

The Florida Southern Railway Company presented a copy of their proposed modification of the details of construction of said railway, which were approved by the Board and spread upon the minutes.

March 24th, 1881.—A communication was received on behalf of the East Florida Railway Company electing to receive the even numbered sections within six miles of their line of road, instead of the odd numbered sections heretofore reserved for their benefit, whereupon a resolution was adopted reserving the even numbered sections for the benefit of said railway, and restoring the odd numbered sections to market.

A letter was presented from the General Land Office stating that the lands along the line of road from Waldo to Tampa Bay had been ordered withdrawn from market, under the railroad grant by Congress of May 17th, 1856.

March 30th, 1881.—The Fernandina and Jacksonville Railroad Company having filed a plat of survey accompanied by details of construction, the odd numbered sections lying within six miles on each side of said road were reserved from sale for sixty days.

The Tropical Florida Railroad Company applied for the withdrawal of lands, and indemnity for lands already sold, which were granted to the Florida Railroad January 6th, 1855. Action on said application was postponed until a map of the survey of said Tropical Florida Railroad shall be filed.

John H. Fry submitted a proposition to purchase six million acres of land, and offered to pay all the liabilities of the Internal Improvement Fund and build a ship canal or ship railway across the peninsular of Florida in payment for said six million acres of land. Action on said proposition was postponed.

April 1st, 1881.—The Board resumed the consideration of the proposition of John H. Fry for the purchase of lands and the construction of a ship canal, and decided not to pass any resolution respecting the same which would be binding on the Trustees in the nature of a contract, but to indicate by letter what the Board is willing to do whenever the said Fry and his associates are prepared to carry out at once any contract for the purchase of land; whereupon the following letter was pre-

pared and approved by the Board, and signed by the Secretary:

Hon. John H. Fry, Tallahassee, Florida:

SIR: I am instructed by the Board of Trustees of the Internal Improvement Fund of the State of Florida to communicate the following to you as the result of their deliberations on the subject of your proposals concerning a sale or grant of lands to you and your associates to be applied to purposes of a ship canal across the State from the waters of the Atlantic to those of the Gulf.

1st. The Board has no power to make a donation of lands for such a purpose.

2d. The Board, although it has power to make contracts for the reclamation and drainage of swamp and overflowed lands, yet in making such contracts it will only act upon knowledge of the exact lands proposed to be drained or reclaimed.

3d. The Board cannot make a sale of lands for a nominal pecuniary consideration, looking to and taking the construction of the canal as the balance to make up a sufficient consideration for the sale.

4th. In view of negotiations pending before the Board it does not now desire to make any definite proposition to you as to a sale of lands and give you any certain time for accepting the same, and thereby consummating a contract binding upon it.

The reason for the Board's unwillingness to do this is that its members are not willing to do anything which will prevent the Board from availing itself of any acceptable offer which might be made in the future, and pending your consideration of its propositions, and which might be inconsistent with your rights under such propositions, if accepted. In a word, the Board desire to stand free to accept any proposition for an immediate purchase of lands which may be made at any time. The Board, however, is willing to indicate what it will, with the lights before it, in all probability be willing and ready to do in case you should come forward and propose to carry it out, and in the meantime it has not made sales which would render it impracticable or undesirable to you.

What follows is to be considered by you in this light.

With this understanding I will say for the Board that it will sell you three million acres of land, to be selected by you and your associates in bodies of not less than ten thousand acres, at thirty cents per acre, payable in U. S. currency, or the Board will convey to you and your associates three million acres of land, to be selected in similar bodies, upon your surrendering to the Trustees all the outstanding indebtedness, due or to become due, of the fund arising from the guaranty or endorse-

ment of the railroad bonds issued by railroad companies under the provisions of the act of January, 1855, commonly known as the Internal Improvement law, including adjudged costs in the Vose case.

Should the Board make a sale to you, payable in currency as above indicated, it would expect you to pay, say one-third of the whole price in say sixty days from your closing your bargain with it; one-third within one hundred and twenty days, and the remaining one-third within say six months from so closing the contract. As soon as you have paid the first one-third lands would be withdrawn from sale as fast as you selected them in quantities of 250,000 acres. Time would be of the essence of the contract, and your failure to make the first payment would avoid it; your failure to make the second payment within the time provided, you having made the first, would give the Board the option to avoid the contract, and upon the Board so avoiding it by a resolution, the money paid in would be retained by the Board as its property, with the right, however, to you to take lands therefor at the usual or schedule prices. In case you should fail as to the third payment, the Board would have the same right as to avoiding the contract and keeping the two payments made, and you the right to take lands at the usual prices. No deeds would be made to you until all the payments had been made, except upon the basis of sale at the usual prices. Should you prefer to surrender the indebtedness referred to above, the Board would be willing to provide for your paying in U. S. currency (after having surrendered at least \$500,000 of the indebtedness) an amount equal to the face principal and interest of the remaining indebtedness; all indebtedness should be surrendered or (\$500,000) five hundred thousand dollars surrendered and the cash balance paid in within six months. The Board would be willing to make reasonable arrangements for withdrawal of lands from sale on the surrender of at least \$250,000 of indebtedness and upwards being made.

It is however to be distinctly understood that nothing is to affect the right of the Trustees to collect the amount due on the decree rendered May 31, 1879, at Jacksonville, in the railroad cases by Judge Bradley for the balance of the purchase-money due on the sales of the P. & G. and Tallahassee Railroads, the principal of which balance is applicable to the principal of the bonds, and the interest of which is applicable to certain interests on the bonds. The Trustees would retain the right to collect and keep whatever would be coming to the Board, and be applicable to a re-embursement of the Fund for coupons or interests therein taken up or paid by the Fund in its transac-

tions with you, the Board having given you lands for such coupons, would have and claim the right to the moneys representing the interest on said decree. The Board would be willing to sell you four million acres at twenty-five cents an acre on the terms indicated above, as for a sale for U. S. currency, if Mr. Swann will make no claim for commissions, or you will settle with him—the Board will not pay any commissions on the indebtedness surrender plan indicated above. Nothing in our arrangement with you will preclude you from arranging with the railroad companies, to which grants have been made by the Legislatures of 1879 and 1881, for contribution or re-embursement to you in lands or otherwise by said companies (legal authority thereto having been first obtained) for the payments to be made by you to the Trustees.

Very respectfully, your obedient servant,

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

April 2d, 1881.—John H. Fry, Esq., appeared before the Board and suggested various changes in the letter of the Board addressed to him yesterday, but the Board declined to make any alteration.

May 2d, 1881.—Complaint was made by the Palatka and Indian River Railway Company that certain parties were surveying a route under an old charter from Enterprise to Indian river for the purpose of obstructing their railway by securing for themselves the withdrawal of lands along the route selected by said Palatka and Indian River Railway Company before said company could complete a survey which would entitle them to withdrawals. And at the request of said Palatka and Indian River Railway Company the Board decided not to make any withdrawals along the line of said railway without due notice to the company. A petition was received from a number of citizens of Orange county stating that 22 3-10 miles of the South Florida Railroad had been completed, and asking that the alternate sections of swamp lands on each side of said road be deeded to the company as provided in Chapter 3166, Laws of Florida.

The consideration of which petition was postponed, and the Secretary instructed to inform the company of the steps necessary for obtaining the lands asked for.

May 28th, 1881.—The Fernandina and Jacksonville Railroad Company having selected the even-numbered sections of land within six miles of its line of road, it was ordered by the Board that the even-numbered sections be temporarily reserved from sale for the benefit of said road.

May 31st, 1881.—The Peninsula Railroad Company an-

nounced to the Board that it had completed the construction of its line of road from Waldo to Ocala, and requested that an engineer be appointed to examine the road with a view of obtaining the lands to which the said company is entitled under the Internal Improvement law.

Ordered, That H. S. Duval be appointed the engineer to examine the line of railroad from Waldo to Ocala.

The South Florida Railroad Company reported that they had completed their road from Sanford to Orlando and selected the even-numbered sections of swamp lands within six miles of the road.

Ordered, That the swamp lands in the even-numbered sections within six miles of the South Florida Railroad be temporarily reserved from sale, and that H. S. Duval be appointed engineer to examine and report upon the construction of the road from Sanford to Orlando.

June 16th, 1881.—A plat of the survey of the Florida Tropical Railroad from Ocala to Tampa was filed. The odd-numbered sections lying within six miles on each side of the said Florida Tropical Railroad were reserved from sale under the previous action of the Board. The following resolution was offered:

Resolved, That after sixty days from the adoption of this resolution the lands heretofore reserved for the benefit of the Lake Jesup, Osceola, Kissimmee River Railroad and Navigation Company shall be restored to market.

The consideration of said resolution was postponed thirty days, and the Secretary instructed to notify Hon. J. J. Harris, President of said company, that the foregoing resolution is under consideration.

June 17th, 1881.—The Florida Southern Railway Company having reported the construction of their road a part of the way from Palatka in the direction of Gainesville, it is ordered that H. S. Duval be appointed engineer to examine said road and report to the Trustees the manner of construction thereof.

June 25th, 1881.—The Palatka and Indian River Railway Company having filed a survey of that part of the route of said company between a point on the St. Johns river opposite Palatka and Titusville on Indian river, and the President of said company having elected the odd-numbered sections of land to be withdrawn, it was ordered that the odd-numbered sections of swamp lands lying within six miles on each side of said railway be withdrawn from sale until the further order of this Board.

June 29th, 1881.—Specifications of construction were filed by the South Florida Railroad Company.

Mr. J. B. Brown asked that he be notified before any deeds are made to the Florida Southern Railway Company, and the Secretary was instructed to say to Mr. Brown that if he knows any reason why lands should not be conveyed to the Florida Southern Railway Company, he should communicate the same at once to the Trustees.

July 5th, 1881.—The following resolution was adopted:

Resolved, That the odd numbered sections of swamp lands for six miles on each side of the Atlantic and Gulf coast Canal, between St. Johns river and Lake Worth, be reserved from sale for the benefit of the Atlantic and Gulf Coast Canal and Okechobee Land Company, until the further order of this Board.

The specifications of construction of the South Florida Railroad Company which were presented at the last meeting, were approved by the Board.

July 6th, 1881.—The Orange Ridge, DeLand and Atlantic Railroad Company having filed a plat of survey of their road from Cabbage Bluff, on the St. Johns river, to New Smyrna, the odd numbered sections within six miles on each side of said road were, at the request of said Company, reserved from sale.

July 15th, 1881.—The Live Oak and Rowland's Bluff Railroad Company filed a plat of their survey from Live Oak to the Suwannee river, and having selected the even numbered sections of swamp lands lying within six miles on each side of said road, the said lands were reserved from sale by the Board.

A letter was received from Hon. J. J. Harris, President of the Lake Jesup, Osceola and Kissimmee River Railroad and Navigation Company, requesting that the resolution offered on the 16th ult., to restore to market the lands heretofore reserved from sale for the benefit of said Company, which resolution was postponed for thirty days, be further postponed for thirty days more in order to enable said said Company to complete arrangements for the prosecution of the work of construction of its road, which request was agreed to, and the resolution again postponed for thirty days.

July 15th, 1881.—H. S. Duval reported favorably on the construction of the South Florida Railroad from Sanford to Orlando, and also reported favorably on the construction of the Florida Southern Railway from Palatka to Hawthorn.

July 19th, 1881.—A petition was received from the Atlantic and Gulf Transit Canal Company, asking for a grant of lands and right of way to construct a Canal from the Perdido river to Fernandina, and from the mouth of Pablo Creek to North river; also, from Matanzas Inlet to the Halifax river. The consideration of said petition was postponed until there shall be a full meeting of the Board.

A modification of the details of construction was asked for by the Pensacola and Atlantic Railroad Company, and the Secretary of the Board was instructed to request said Company to send a copy of their details of construction of the road adopted by said Company, for the consideration of the Board, so that the Board may send an Engineer to inquire into the propriety of modifying the ninth specification of the Internal Improvement act.

The Indian River Railway and Transportation Company presented certain plans and specifications for the construction of their road, which were found to be insufficient and not explicit as to the manner of construction. The Secretary of the Board was instructed to write to said Company and obtain from it such plans as can be approved by the Board.

August 8th, 1881.—The following resolution was adopted:

Resolved, That the proposed modifications of the details of construction specified in the sixth section of the Internal Improvement act, so far as the same relates to the construction of the Pensacola and Atlantic Railroad, are hereby consented to and approved.

The Indian River Railway and Transportation Company furnished certain modifications of the details of construction as set forth in the 6th section of the Internal Improvement act, which were agreed to by the Board, and the odd numbered sections within six miles on each side of said road were reserved from sale for the benefit of said Company, until otherwise ordered by the Board.

The Florida Coast Line Canal and Transportation Company asked for a reservation of swamp lands for their benefit, and the Secretary was instructed to inform said Company that the lands asked for have already been reserved from sale.

August 17th, 1881.—The Florida Southern Railway Company reported that the third and fourth sections of ten miles of said road from Palatka to Gainesville had been completed and in operation, and asked for a conveyance of the lands to which they were entitled under their Legislative grant. The Secretary was instructed to suggest to said Company that the land grant be postponed until the road is completed to Gainesville.

The Lake Jesup, Osceola and Kissimmee River Railroad and Navigation Company advised the Board that the road and franchises of said Company had been transferred to the Lake Monroe and Lake Jesup Railroad Company, and request a further postponement of the resolution to rescind the reservation of lands to said road. The resolution was laid over for future action.

The Tropical Florida Railroad Company asks the consent

and approval of the Board to the use of steel rails weighing forty pounds to the lineal yard instead of the iron rails prescribed in the 7th specification of the Internal Improvement act, which was agreed to.

The State Engineer reported favorably upon the construction of the Peninsular Railroad from Waldo to Ocala, a distance of forty miles.

South Florida Railroad.—The following letter was received from Mr. Hamilton Disston:

PHILADELPHIA, PA., July 28th, 1881.

To the Board of Internal Improvement Fund of the State of Florida, Tallahassee, Florida:

GENTLEMEN: Out of my purchase of four million acres of land, I hereby relinquish to you the even numbered sections for six miles on both sides of the South Florida Railroad, extending from Sanford to Tampa, according to the survey of said railroad as on file in your office, provided that you will allow me to select other lands in lieu of those hereby relinquished.

Yours respectfully,
HAMILTON DISSTON.

The following resolution was adopted:

Resolved, That in addition to the lands already reserved from sale for the benefit of the South Florida Railroad, the even numbered sections of swamp lands within six miles on each side of the South Florida Railroad from Orlando to Bartow be reserved from sale for the benefit of said road.

September 1st, 1881.—A conflict arising between the South Florida and Jacksonville Tampa and Key West Railroads respecting the lands to be withdrawn for their benefit, the following agreement was entered into between the parties representing the respective roads and ordered to be spread upon the minutes, to-wit:

To the Board of Trustees of the Internal Improvement Fund, Tallahassee Florida:

GENTLEMEN: In order to facilitate the settlement of the question in point between the South Florida Railroad and the Jacksonville, Tampa and Key West Railroad Company, we offer to compromise the matter as follows:

The land in conflict to be equally divided between the two companies in interest, where the reservations of the respective companies come in contact between Bartow and Tampa.

All of the lands in question to be immediately withdrawn from market.

Very respectfully,
For the South Florida Railroad,
JAMES E. INGRAHAM, President.
For the Jacksonville, Tampa and Key West Railroad Co.,
J. B. WALL, Attorney for said Co.

The plats of survey having been filed by the South Florida Railroad and the Jacksonville, Tampa and Key West Railroad, the even numbered sections for six miles on each side of said roads were reserved from sale for the benefit of said roads, provided that where the reservations between Bartow and Tampa conflict the lands so reserved shall be equally divided between said companies in case said companies shall both construct their roads on their respective routes as surveyed.

September 3d, 1881.—The following resolution was adopted:

Resolved, That the lands heretofore reserved by this Board from sale in favor of the Lake Jesup, Osceola and Kissimmee River Railroad and Navigation Company be, and the same are hereby restored to sale and that the President of said Company be notified hereof.

September 21st, 1881.—The Jacksonville, Tampa and Key West Railway Company having applied for a reservation of lands within twenty miles of said road to supply deficiency in the even numbered sections the following resolution was adopted:

Resolved, That a quantity of land in the even numbered sections within twenty miles of the Jacksonville, Tampa and Key West Railroad sufficient to supply the deficiency existing in the even numbered sections within six miles of said road granted to aid in the construction thereof, shall be reserved from sale to further aid in the construction of said road, Provided, that said quantity of land shall remain unappropriated in the even numbered sections within the limits aforesaid, and provided further that said reservation shall not take effect until ten miles of said road shall have been completed, equipped and in running order.

October 6th, 1881.—H. S. Duval, Esq., was appointed Engineer to examine and report upon the construction of the East Florida Railway from the St. Mary's river to Jacksonville.

October 13th, 1881.—The Florida Southern Railway Company announced the completion of their road for a distance of fifty miles from Palatka, and asked that the odd numbered sections lying within six miles on each side of said road be conveyed to them, which was agreed to on the 25th by the Board

and the deeds ordered to be prepared. The Secretary laid before the Board a letter from A. T. Williams, land agent of the Peninsular Railroad Company, asking for the withdrawal from market of certain lands in townships 10 and 11 south, range 22 east, selected for said company as indemnity for certain lands, granted to aid in the construction of the line of road from Amelia Island to Tampa Bay, which have been sold by the Trustees. Ordered, that said lands be reserved from sale.

October 17th, 1881.—The Board took up for consideration the petition of the Atlantic and Gulf Transit Canal Company presented to the Board on the 22d July last.

The Board declined to reserve the lands from sale as asked for in the memorial.

October 26th, 1881.—The South Florida Railroad Company asked that the even-numbered sections of swamp land lying within six miles of the completed portion of said road from Sanford to Orlando be conveyed to them. Which was agreed to, and the deeds ordered to be prepared.

October 25th, 1881.—Henry S. Sanford and associates asked for an extension of time for sixty days in which to complete the surveys and bring the necessary machinery within the State and commence work on the canal, under the resolutions of the Board adopted on the 10th February last authorizing the said Sanford and associates to reclaim the swamp and overflowed lands in the valley of the Ocklawaha. Ordered, that an extension for said purpose be allowed until the first day of January next.

October 31st, 1881.—E. W. Henck, President Board of Incorporators of the South Florida Railroad, protests against the conveyance of the lands to which they are or may be entitled along the line of their road to Hamilton Disston or any other person, without notice of such intended conveyance being given to the incorporators of the South Florida Railroad Company.

The Salesman presented a deed conveying to the South Florida Railroad Company 5,318.12 acres of swamp lands lying within six miles of the first three sections of six miles east of said road, from Sanford in the direction of Orlando, and said deed was signed by all the Trustees.

Ordered, That said deed be retained until the Attorney-General shall have notified the U. S. Circuit Court of the execution thereof.

November 2d, 1881.—The Green Cove Springs and Melrose Railroad Company filed a plat of the survey of the route of its road from Green Cove Springs to Melrose, in pursuance of Chapter 3330 of the Laws of Florida, and requested that the alternate sections of swamp lands within six miles on each side

of said road be reserved from sale. The odd-numbered sections were reserved by the Board for the benefit of said Green Cove Springs and Melrose Railroad Company.

November 8th, 1882.—The Board having been satisfied as to the construction of the road of the Florida Southern Railway Company, in compliance with the terms and specifications agreed on, on that part of its route inspected by B. M. Burroughs, it was ordered that the Salesman be and is instructed to prepare deeds of conveyance for the odd-numbered sections within six miles of the completed part of the railway, and that the letters of the vice-president of said company of the 6th inst. to the President of the Board be filed, it being understood and agreed that the trees on Paine's prairie may be permitted to stand (on the representation made in such letters) at the place commonly known as "the sink." The Commissioner of Lands and Immigration presented a deed conveying to the Florida Southern Railway Company the odd-numbered sections of swamp lands lying within six miles on each side of the completed part of said company's railway, extending from Palatka to Gainesville, and said deed was approved and ordered executed by the Trustees.

November 28th, 1881.—H. S. Duval, civil engineer, reported that the East Florida Railway from the St. Marys river to Jacksonville had been built in accordance with the specifications, and the Board accepted said road and ordered that the lands to which they were entitled within the six mile limit be deeded to them.

December 12th, 1881.—The St. Johns and Halifax River Railroad Company filed a plat of survey of their road from the St. Johns river, at Rollestown, to Tomoka creek, and asked for a withdrawal of the odd-numbered sections of swamp lands lying within six miles on each side of said road. Which was agreed to by the Board and the lands were withdrawn until the further order of the Board.

December 13th, 1881.—The St. Johns River Railway Company requested a conveyance of the lands granted to them by the Legislature to aid in the construction of their road. The Salesman was instructed to prepare a deed for the lands claimed by the Company, and submit it for the consideration of the Board.

Gen. H. S. Sanford informed the Board that he had withdrawn from the contract for the reclamation of the overflowed lands in the Ocklawaha Valley.

Mr. Alexander St. Clair Abrams, one of the former associates of Gen. Sanford in the contract for reclaiming the overflowed lands in the Ocklawaha Valley, appeared before the Board and

requested an extension of the contract with certain modifications. The consideration of said proposition was postponed until after the first of January.

December 14th, 1881.—It was ordered that Mr. A. St. Clair Abrams be informed that the Board are willing to modify the contract as requested, but that his attention be called to that clause in the resolutions of February 10th, 1881, which provides that the work shall be done "under lawful authority thereunto to be had and obtained."

January 9th, 1882.—The Seville and Halifax Railroad Company filed with the Trustees the plat of survey of said Company's road from Seville, on Lake George, to Daytona, on Halifax river; and the specifications of construction of said road, and requested that the even-numbered sections of swamp lands within six miles on each side of said road be reserved for the benefit of said Company, which was agreed to, and the reservation was made until the further order of the Board.

Palatka and Sanford Railroad filed specifications of construction and asked for reservation of odd-numbered sections of swamp and overflowed lands lying within six miles on either side of the route of said Railroad, for the purpose of aiding in the construction thereof; the specifications of construction were approved, and withdrawal of lands granted until further order of the Board.

January 23d, 1882.—The Florida Midland and Georgia Railroad Company presented and filed their plat of survey of the route of said road, and requested a withdrawal from market of the lands granted to aid in construction of said Road, under Chapter 3337, Laws of Florida. The Board, by resolution, withdrew from sale the odd-numbered sections of swamp lands lying within six miles on either side of the surveyed line of said Railroad.

Jacksonville, St. Augustine and Halifax River Railway. The Board ordered that the reservation of the odd-numbered sections of swamp lands for six miles on either side of said proposed line of road, which was made on 28th of May, 1881, be now made a matter of record.

January 27th.—The Atlantic, St. Johns and Indian River Railway Company filed a plat of the survey of said railway, and requested that the even-numbered sections of swamp lands lying within six miles on either side of the route of said railway be reserved from sale to aid in the construction of said road, which was agreed to until further orders of the Board.

February 4th.—The Seville and Halifax River Railroad Company filed amended survey of the route of said road, to be accepted in lieu of one previously filed. The change or route

was accepted upon condition that such change was not to affect the rights of third parties with respect to lands within six miles of the new route, but not within six miles of the first survey.

The Palatka and Indian River Railway Company asked for certain modifications of details of construction as prescribed by the Internal Improvement act, which were approved.

February 9th.—The Pensacola and Atlantic Railroad filed a plat of survey of their line from Pensacola to the Chattahoochee river, and asked for a withdrawal of the lands to which the company is entitled under its several land grants, and the odd-numbered sections of the swamp and overflowed lands lying on each side and within six miles of the line of survey of said road was withdrawn from sale until the further order of the Board, to aid in the construction of said road.

February 15th, 1882.—The Jacksonville, St. Augustine and Halifax River Railway Company filed a plat of the survey of that part of the route extending from St. Augustine to the Halifax river, and asked that the swamp lands in the odd-numbered sections, within six miles on each side of said route, be withdrawn from sale. The Board passed a resolution withdrawing said lands from sale for the benefit of said Jacksonville, St. Augustine and Halifax River Railway Company until the further order of the Board.

February 18th, 1882.—The Sanford and Indian River Railroad Company having selected the odd-numbered sections of swamp lands for six miles on each side of their route, the Board passed a resolution reserving the same from sale until the further order of the Board.

February 28th, 1882.—The East Florida Railway Company made application for deeds to the lands to which they are entitled under the act of March 4, 1881, entitled an act to grant certain lands to the East Florida Railway Company, and said company having completed their road the Board ordered that the deeds to said lands be prepared.

The Florida Southern Railway Company having consented that the lands to which they are or may be entitled under their charter shall be sold to actual settlers, the Board ordered that sales be made to settlers upon said lands.

March 3d, 1882.—The Palatka and Indian River Railway Company presented an amended survey and asked that their route be changed. Whereupon it was ordered that the change of route of the Palatka and Indian River Railway be approved as to the main line and the branches to Astor and Sanford, such change not to affect the rights of third parties with respect to lands within six miles of the amended route, but not within six miles of original route.

On motion it was ordered that the swamp lands in the Ocklawaha valley heretofore reserved from sale under the drainage contract with H. S. Sanford and his associates, and afterwards extended to Alexander St. Clair Abrams and his associates, be restored to market, and that all persons who have heretofore applied to enter any of said lands shall have the preferred right to do so for sixty days.

Ordered, That the Salesman give notice of this action of the Board to Alex. St. Clair Abrams, Esq., and to all parties who have applied to enter any of said lands.

The following resolution was unanimously adopted:

Be it resolved by the Board of Trustees of the Internal Improvement Fund, of Florida, That all lands heretofore reserved from sale for the purpose of aiding in the construction of any railroad, where such reservation was not made in compliance with a special act of the Legislature, and where no evidence has been furnished to this Board that any portion of such road has been completed, shall be restored to market on the first day of August next: *Provided, however*, If any railroad company, for whose benefit such reservation has been made, shall, on or before said first day of August, furnish to this Board satisfactory proof that it has graded six miles of its road, the reservation for said company shall be extended: *And provided further*, That for sixty days after said lands shall have been restored to market, settlers and persons owning improvements thereon shall have the preferred right to enter the lands embracing their settlements and improvements, not exceeding eighty acres for each person claiming such privilege.

On motion, the Secretary was instructed to send to each railroad company for which lands are reserved by a special act of the Legislature, a copy of the resolution adopted by the Directors of the Florida Southern Railway Company, authorizing the Trustees to sell lands to settlers within the reserved limits, and requesting similar action.

March 8th, 1882.—The following resolution was adopted:

Resolved, That any actual settler on land which has been withdrawn from sale under the act of 1879, (Chapter 3166) amending the General Law for the incorporation of Railroads and Canals, may enter the lands embracing his residence and improvements, such land to be in a compact body, and not to exceed eighty acres in quantity; *Provided, however*, this resolution shall not apply to any settler who has located or made his improvements since the withdrawal of the lands so settled.

Resolved, That the above be published by the Salesman in two newspapers in this State.

March 16th, 1882.—The completion of the Fernandina and Jacksonville Railroad was reported to the Board, and, as re-

quested, the State Engineer was instructed to inspect said road.

March 22d, 1882.—The Board consented to a modification of the third specification of the details of construction of the Pensacola and Atlantic Railroad, so as to allow said road to be equipped with cross-ties nine feet long with eight inches face and six inches in thickness, provided said ties shall be well and carefully bedded and not more than two feet from centre to centre; but on any portion of said road which may be constructed with cross-ties nine inches face and seven inches in thickness, the company shall not be required to place them less than two and a half feet from centre to centre.

The Peninsular Railroad Company having produced evidence of the completion of their road from Waldo to Ocala, the Board passed a resolution requiring that a deed to the lands to which said company is entitled be prepared at once.

A letter was received from James E. Ingraham, President of the South Florida Railroad Company, requesting the Board to send an engineer to examine and report upon the work of construction of the extended line of said road from Orlando to Kissimee.

April 5th, 1882.—The Sanford, Lake Eustis and Ocala Railroad Company having filed a map of the survey of the road of said company between Sanford and Lake Eustis, and the President of said company, who appeared before the Board, having elected the odd numbered sections of land to be withdrawn, it is ordered that the odd numbered sections of the lands donated to the State by the act of Congress of September 28th, 1850, on either side of said line or route and within six miles thereof, be and the same are hereby withdrawn from sale for the purpose of aiding in the construction of said road, until the further order of the Board.

April 11th, 1882.—It was ordered that the withdrawal of lands for the Sanford, Lake Eustis and Ocala Railroad, made by resolution of the 5th inst., is held subject to the option of actual settlers on the lands withdrawn, at the time of the survey, to purchase the lands upon which they are located.

April 15th, 1882.—The map and survey of the Central Division of the Georgia and Florida Midland Railroad having been properly certified to and filed in the Land Office, and application being made by the President of said railroad for the withdrawal of the even numbered sections of lands donated by the act of Congress of September 28th, 1850, for six miles on each side of the said line of road from Gainesville to Tallahassee, *it is ordered*, that the lands be withdrawn from sale, as requested, until the further order of the Board, but subject to the option of actual settlers on the lands so withdrawn, at the time

of the survey, to purchase the lands on which they are located.

May 4th, 1882.—The following resolution was adopted:

Resolved, That the salesman of the Board be, and he is, authorized to sell lands reserved for the Florida Southern Railroad Company to actual settlers who resided thereon on the 27th of December, 1881, or to the assignees of said settlers.

May 5th, 1882.—H. S. Duval, State Engineer, reported favorably on the construction of the South Florida Railroad.

May 17th, 1882.—The Commissioner of Lands laid before the Board a communication from R. McLaughlin, President of St. Johns' Railway, in relation to the lands sold by the Trustees to settlers, which, it is claimed, had been granted to said railway, and asking that the matter be adjusted between the said road and the Trustees, and the Commissioner was instructed to write to said McLaughlin to the effect that the Trustees would either refund to the road the money received for the lands so sold, or convey to it a like number of acres, upon condition that the road would relinquish all claim to such lands to the several purchasers from the State.

May 18th, 1882.—Report of the State Engineer upon the construction of the Florida Southern Railway from Perry's Junction to Ocala, was laid before the Board and ordered to be filed. The Florida Southern Railway Company asked permission to modify their charter so as to allow the company to make its point of intersection of the Charlotte Harbor Branch with the main line within the county of Marion, at or near Ocala. The Attorney-General was instructed to inform the Florida Southern Railway Company that the Board has no power to change the line of said road, as the line or route of said road is fixed by Legislative enactment.

May 29th, 1882.—Amended specifications of construction were presented by the Seville and Halifax River Railroad, and approved by the Board.

June 2d, 1882.—A communication from W. A. Gloster, Chief Engineer of the P. & A. R. R., to H. S. Duval, also one from W. D. Chipley, General Superintendent, in relation to the plan of constructing the trestles on the line of said road, was presented to the Board and considered, and it was ordered that the same be referred to H. S. Duval, State Engineer, for a full report thereon.

June 5th, 1882.—The Tropical Florida Railroad Company informed the Board that the road was completed from Ocala, in Marion county, to Wildwood, in Sumter county, a distance of twenty-six miles, and asked that the same be inspected. Ordered, that the State Engineer be instructed to proceed at once to examine said road.

June 27th, 1882.—The Florida Coast Line Canal and Transportation Company filed articles of Incorporation in accordance with law, for the extension of the work proposed by it, southwardly from the lower end of Indian River, through Lake Worth to Biscayne Bay, and northwardly, from St. Augustine through North river and Pablo Creek, to the St. Johns river, and defining the character of the improvement in the waters passed through between the St. Johns river and Biscayne Bay, and requested the Board to appoint a competent Civil Engineer to examine said proposed work. Whereupon the Board passed a resolution authorizing the appointment of such Engineer, to be paid by said Company.

July 20th, 1882.—The Commissioner of Lands filed with the Board the deed of conveyance made on the 10th day of February, 1871, by a majority of the Trustees of the Internal Improvement Fund, to the Southern Inland and Navigation Company, for one million, three hundred and sixty thousand, six hundred and sixty-five one-hundredths acres, (1,360,600, 65-100) of the swamp and overflowed lands which said deed had been declared void by a decree of the U. S. Circuit Court for the Northern District of Florida, in the Case of Francis Vose vs. the Trustees of the Internal Improvement Fund, and it was ordered that the Secretary make the following entry upon the face of said deed.

"This conveyance was declared void by decree in the case of Francis Vose vs. the Trustees of the Internal Improvement Fund of Florida, in the U. S. Circuit Court for the Northern District of Florida, and the lands restored to market. See Book of Decrees in Vose case, and also page 372 of volume 3, Book of Proceedings of Trustees."

July 24th, 1882.—The President laid before the Board a communication from J. E. Ingraham, President of the South Florida Railroad, asking in behalf of the Sanford and Indian River Railroad that the time for the completion of six miles thereof be extended for thirty or sixty days, and requesting that deeds be made to the South Florida Railroad for the twenty-two miles of line completed. The Secretary was instructed to inform Mr. Ingraham that the time would be extended sixty days for the completion of six miles of the Sanford and Indian River Railroad, and that a deed for the lands due the South Florida Railroad would be executed without delay.

The Green Cove Springs and Melrose Railroad Company reported that they had completed six miles of their road as required by resolution of the Board, and the Secretary was instructed to inform said Company that the withdrawals in behalf of their road would be continued until the further order of the Board.

The report of H. S. Duval, State Engineer, on the construction of the Fernandina and Jacksonville Railroad, was received, approved and ordered to be filed.

August 18th, 1882.—The report of H. S. Duval, State Engineer, on the construction of that portion of the Tropical Florida Railroad between Ocala, in Marion county, and Wildwood, in Sumter county, was received, and deeds ordered to be prepared for the lands heretofore reserved for said road.

A communication was received from W. H. Churchill, President of the Indian River Railway and Transportation Company, asking that the reservation of lands heretofore made in favor of said Company, be continued, and the Board, by resolution, continued the reservation until the further order of the Board, but required that some evidence of ability and intention to carry on said work be given at an early day.

August 29th, 1882.—The Arlington and Atlantic Railroad Company presented articles of Incorporation and a plat of the survey of said road from Arlington in Duval county, to the Atlantic Beach, in section 33, township 2, south, range 29, east, in said county, and asked that the odd-numbered sections of swamp lands within six miles on each side of said road be withdrawn from sale, and the Board directed that said withdrawal be made to remain in force until the further order of the Board.

August 30th, 1882.—A plat of the survey of the route of the Jacksonville and Palatka Railroad was filed with the Board. Whereupon it was resolved that the odd-numbered sections of land granted by the act of Congress of September 28th, 1850, for six miles on each side of said road, be reserved from sale, subject to the right of actual settlers to purchase any of said lands, until the further order of the Board.

September 15th, 1882.—The St. Johns and Suwannee River Railroad Company having filed a plat of the survey of their route from Melrose to Fort Fanning on the Suwannee river, it was ordered that the odd-numbered sections of swamp lands, within six miles of the line of said route, be temporarily withdrawn from sale, except lands occupied by actual settlers, as to which the Board reserves the right to make sale to such actual settlers.

It was ordered that as the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 24, township 25 south, range 29 east, containing 39,600, has been conveyed to the South Florida Railroad Company, the same being within its six-mile limit, and Crawford Bass has heretofore paid the sum of \$39.06 to this Board for the same, and said railroad company is willing to convey said lands to said Bass on said money being turned over to it; that the Treasurer of this Board is authorized to pay over said money to said company on such conveyance being made.

October 2d, 1882.—The Deigo Beach Railway Company filed a plat of the survey of their route from Mandarin, on the St. Johns river, to Deigo Beach, on the Atlantic, and asked that the even-numbered sections of swamp lands, lying within six miles on each side of said road, be withdrawn from sale. It was ordered that the even-numbered sections be withdrawn, as requested, temporarily, except the lands occupied by actual settlers, as to which the Board reserves the right to make sale to such actual settlers.

October 5th, 1882.—The St. Johns and Halifax River Railroad Company filed a copy of their details of construction and requested that the State Engineer be required to visit and inspect the completed portion of said road. Whereupon it was ordered that Capt. H. S. Duval, State Engineer, be requested to examine the same at an early day and report to the Board.

December 13.—The State Engineer made favorable report of the construction of 70 miles more of the Pensacola and Atlantic Railroad, (making a total of 130 miles,) and of 23 $\frac{1}{2}$ miles of the Roland's Bluff Railroad.

SWAMP LAND INDEMNITY AND LANDS PATENTED.

January 4th, 1881.—The Governor delivered to the Board three letters from the Commissioner of the General Land Office:

The first dated June 16th, 1880, enclosing Swamp Land Indemnity Certificate No. 1, authorizing the State of Florida to select 9,999 20-100 acres of U. S. land in lieu of lands disposed of by the United States by warrant locations since September 28th, 1850, and prior to March 3d, 1850, and which have been proved to be swamp land.

The second, dated October 14th, 1880, enclosing Swamp Land Indemnity Certificate No. 2, for 4,656 71-100 acres.

The third, dated October 16th, 1880, enclosing Swamp Land Indemnity Certificate No. 3, for 8,627 64-100 acres. The three Certificates aggregating twenty-three thousand, two hundred and eighty-three and fifty-five one-hundredth acres.

These certificates having been procured through the services of Sidney I. Wailes, of Washington, the State agent for the adjustment of land claims, and said agent, being under his contract, entitled to twenty per cent. thereof in compensation for his services amounting to 4,656 71-100 acres, and Certificate No. 2, embracing just that quantity: It was ordered that the Swamp Land Indemnity Certificate No. 2, embracing 4,656 71-100 acres be assigned to the said Sydney I. Wailes, and that he be constituted the agent of the State for the selection and entry thereof, at his own expense, and that whenever the selection and entries shall be made by him and patented to the State under said certificate, the Trustees will convey the land so selected and patented to the said S. I. Wailes, or his assigns.

January 13th, 1881.—The following resolution was adopted:

Resolved, That the Swamp Land Indemnity Certificates which have been received, or may hereafter be received from the government of the United States under the act of Congress of March 3d, 1857, shall be sold at the same prices which a purchaser is required to pay for the same quantity of swamp lands; and the purchaser shall be constituted the agent of the State for the selection and entry of lands under his certificates, but upon the express condition that all the expenses of such selection and entry shall be paid by him; and when any lands selected and entered by any purchaser as aforesaid, shall be patented to the State, this Board will convey said lands by deed to said purchaser. In payment for said Swamp Land Indemnity Certificates, the coupon certificates issued by A. Doggett, Special Master, shall be received, as in sales of lands, requiring the payment of twenty per cent. in currency: *Provided*, That when a purchaser shall at any one time purchase certificates embracing more than 15,000 acres, the whole amount may be paid in coupon certificates.

February 10th, 1881.—The following resolution was adopted:

Resolved, That the proviso in the resolution adopted January 13th, that the purchasers of Swamp Land Indemnity Certificates embracing more than 15,000 acres of land, may pay the entire purchase money in coupon certificates, shall apply also to the purchase of the same quantity of swamp lands.

February 22d, 1881.—*Ordered*, That the Commissioner of Lands and Immigration be authorized to take the necessary steps for the sale of the wagons and teams which were used in the Swamp Land Indemnity Investigation, and which have not already been disposed of.

February 28th, 1881.—Paid H. T. Blocker, for services and expenses as State Agent in the Swamp Land Indemnity Investigation, two hundred and four and fifteen hundredths dollars (\$204.15).

April 2d, 1881.—The Commissioner laid before the Board a patent from the United States conveying to the State four thousand six hundred and thirty-nine and fifty-one hundredths acres of land under the provisions of the acts of Congress of March 2d, 1855, and March 3d, 1857, in lieu of lands which had been granted to the State under the act of Congress of September 28th, 1850, but which had been located with warrants or scrip in the United States Land Office, being the lands located with Swamp Land Indemnity Certificate No. 2, dated October 20th, 1880, which said Indemnity Certificate had been assigned and transferred by the Board of Trustees of the Internal Improvement Fund to Sydney I. Wailes, in considera-

tion of his services in procuring an adjustment of the indemnity claims of the State. Whereupon it was ordered that the lands embraced in said patent be conveyed by deed to the said Sydney I. Wailes, or to such person or persons as he may direct.

The Commissioner announced that he had received the following Swamp Land Indemnity Certificates authorizing the State of Florida to select in the aggregate twenty-five thousand eight hundred and ten and thirty-six hundredths acres of United States land in lieu of that amount of lands in Florida disposed of by the United States by locations of military bounty land warrants since September 28th, 1850, and prior to March 3d, 1857, which have been proved to be Swamp Land Certificates No. 4, embracing 20,648.29 acres; Certificate No. 5, embracing 5,162.07 acres, said Certificates having been procured through the agency of Mr. Sydney I. Wailes, under the contract allowing him twenty per cent. of the amount received as compensation for his services, and the said certificate No. 5, embracing 5,162.07 acres being twenty per cent. upon the aggregate it was ordered, that said Certificate No. 5 be assigned to Sydney I. Wailes, and that he be appointed the special agent for the purpose of selecting and entering the lands thereunder, and that when the lands so entered by him with said certificate shall be patented to the State, they will be conveyed by deed to the said Sydney I. Wailes, or his assigns.

The Commissioner placed before the Board the following patents for swamp lands which had been received from the general land office at Washington:

Patent No. 18, of the Tallahassee land district, embracing 58,484.12 acres, procured the agency of Charles Pomeroy.

Patent No. 21, Tampa, now Gainesville land district, embracing 214,271.76 acres of swamp lands selected by the State of Florida prior to 1861, obtained through the agency of S. I. Wailes. Under the contract with the Board, Mr. Wailes being entitled to eight per cent. of the swamp lands selected before the war and patented through his agency, it was ordered that Mr. Wailes be entitled to locate 17,141.74 acres of lands so patented as his percentage upon the 214,271.76 acres embraced in Tampa patent No. 21.

April 19th, 1881.—The Board agreed with Geo. G. McWhorter to sell him twenty-two thousand acres of Swamp Indemnity lands, at sixty cents per acre.

May 28th.—Paid H. T. Blocker balance of salary due as agent of State in swamp land indemnity investigation, \$41.65.

Paid Mrs. J. C. Kendrick for two months board of two horses employed in the swamp indemnity investigation, \$30.

made by the State prior to 1861, the said Wailes is allowed to select the quantity of 1,956.92 acres, being eight per cent. of the lands so patented in compensation for his services. The Governor also laid before the Board the following swamp land indemnity patents:

No. 1, for.....	9,955.85 acres
3, for.....	8,598.19 "
4, for.....	14,532.57 "
5, for.....	5,160.85 "
6, for.....	1,162.43 "
7, for.....	3,454.01 "
8, for.....	1,642.23 "
Amounting altogether to.....	44,506.13 "

Also the following swamp land indemnity certificates for United States entries made in the former Palatka Military Reservation, to-wit:

No. 1, for.....	1,013.96 acres
2, for.....	4,055.82 "
Total.....	5,069.78 "

Said Certificate No. 1 for 1,013.96 acres, being twenty per cent. of the whole amount, was ordered to be assigned to S. I. Wailes in consideration of procuring said certificates, he being entitled to twenty per cent. thereof under his contract with the Board of Trustees.

March 24th, 1882.—The following resolution was adopted:

Resolved, That the Salesman be and is hereby directed to make no private sale of swamp land indemnity certificates that may be hereafter received: *Provided, however*, That nothing herein shall conflict with the contract heretofore made with Geo. G. McWhorter.

April 28th, 1882.—On motion, it was ordered that Hon. Hugh A. Corley be employed by the Board to adjust with S. I. Wailes the expense account of the swamp land indemnity investigation, also that he be employed to compare and correct the list of lands selected by the agent of Hamilton Disston to complete the balance of 1,500,000 acres to be deeded to him.

August 25th, 1882.—On motion of P. W. White, it was ordered that the sum of two hundred and eighty dollars (\$280) be paid to H. T. Blocker for services as agent of the Board to take proofs of the swamp indemnity investigation, which sum is to be charged to S. I. Wailes in the final adjustment of his accounts with the Board.

STUMPAGE AND TIMBER AGENTS.

January 10th, 1881.—On motion it was ordered that E. J.

Berry be employed temporarily as Special Timber Agent, at a salary of one hundred dollars a month, to commence from the day when he leaves on discharge of his duties.

January 22d, 1881.—The following resolution was adopted:

WHEREAS, The Legislature have now under investigation the policy of selling the timber upon the State lands,

Resolved, That the issuing of permits to cut timber on the State lands be suspended until the Legislature shall give an expression of opinion upon the system, or until the further order of this Board.

January 27th, 1882.—The following resolution was adopted:

Resolved, That the Timber Agent or Agents of this Board, other than those appointed for a particular county, will hereafter be required to give a bond for not less than two thousand dollars, with security to be approved by the Board, conditioned for the faithful performance of their duties.

March 6th, 1881.—A letter was received from E. J. Berry, Timber Agent, tendering his resignation, to take effect at the end of the month; which was accepted.

March 19th, 1881.—The Board proceeded to the election of a Timber Agent, and, after several votes, B. M. Burroughs was elected. The salary of the Timber Agent was fixed at one hundred dollars per month.

May 2d, 1881.—A letter was received from E. J. Berry, late Timber Agent, among other things recommending that the Special Timber Agencies for Taylor and Lafayette counties be discontinued; and that the stumpage on timber cut in said counties be paid at Cedar Key. Which letter was ordered to be referred to B. M. Burroughs, Timber Agent.

May 28th, 1881.—Mr. J. J. Johnson tendered his resignation as Special Timber Agent for Lafayette county; which was accepted.

On motion C. Q. Nevitt was appointed Special Timber Agent for Hernando county in the place of C. T. Jenkins.

June 13th, 1881.—The Special Timber Agency for Taylor county was abolished, and the former Special Agent requested to settle up his accounts with B. M. Burroughs, State Timber Agent.

July 5th, 1881.—The Board proceeded to the consideration of the following case: Certain cedar timber was cut under permit in Orange county, in the district of Special Agent J. M. Lee. Lee permitted the timber to be rafted down the river without requiring the pre-payment of stumpage, but accompanied the raft to Jacksonville for the purpose of collecting the stumpage there. Upon reaching Jacksonville John Price, Jr., the Special Agent for Duval county, demanded payment of the

stumpage. The question to be decided was, "Which of the two Agents is entitled to collect the stumpage?" and the amount was deposited in bank to await the action of the Trustees. The Board decided that J. H. Lee is entitled to collect the stumpage.

The following resolution was unanimously adopted:

Resolved, That hereafter when any special timber agent shall permit any timber cut upon State lands to be removed from his district without the payment of stumpage, he shall not be allowed to collect the stumpage thereon in any other district and retain Commissions therefor, unless the special timber agent of the district in which the timber shall be delivered shall fail in the discharge of his duty in collecting such stumpage.

July 22d, 1881.—A letter was received from James M. Duncan, special timber agent for Hamilton county, tendering his resignation as timber agent, which was accepted.

Charles W. Downing was appointed special timber agent for Hamilton county, in the place of James M. Duncan, resigned.

August 17th, 1881.—The bond of Charles W. Downing, timber agent for Hamilton county, was approved.

September 21st, 1881.—The bond of Joseph S. Stone, special timber agent for Calhoun county, was approved.

October 26th, 1881.—The following resolution was unanimously adopted:

Resolved, That the salary of the present timber agent be fixed at the same amount paid to the former agent, to-wit, one hundred and twenty-five dollars per month, to commence on November 1st.

February 28th, 1882.—The following resolution was unanimously adopted:

Resolved, That the stumpage upon cedar cord-wood shall be one dollar and fifty cents per cord.

March 25th, 1882.—The following resolution was adopted:

Resolved, That all permits allowing persons to cut timber on the public lands, whether swamp and overflowed or internal improvement shall expire on the first day of May, A. D. 1882, and that no more permits shall be issued. Provided, however, this shall not apply to permits to cut cedar.

April 11th, 1882.—A letter from Newton Sapp, of New Troy, Florida, setting forth the importance of appointing a special timber agent for Lafayette county, was read and referred to Captain B. M. Burroughs, timber agent.

April 18th, 1882.—Complaints from certain citizens of Calhoun county against the timber agent of Franklin county hav-

ing been brought to the attention of the Board, it was ordered, that the matter be referred to Capt. B. M. Burroughs, State Timber Agent, for examination and report.

April 25th, 1882.—It was ordered that Newton Sapp, of Lafayette county, be appointed Timber Agent of the Board for that county.

May 9th, 1882.—The following resolution was adopted:

WHEREAS, it has been represented to this Board that many persons of small means have abandoned the cultivation of their farms for the purpose of cutting timber under what is known as the Stumpage or Permit System, adopted by former Boards; and *whereas*, it is too late in the season for said persons to successfully cultivate said farms during the present season, which would result in suffering to their families; Therefore, be it

Resolved, That the resolution of the Board discontinuing stumpage on and after the first day of May, A. D. 1882, be and the same is hereby suspended, so far as it applies to permits already issued, until the further order of the Board.

May 20th, 1882.—Capt. B. M. Burroughs, Timber Agent, appeared before the Board and made an explanation of the action of the Timber Agent of Franklin county in relation to a complaint made by citizens of Calhoun county, mentioned in proceedings of April 18th, and he was requested to further correspond with the said agent, and to request a written statement of his action in the matter.

June 29th, 1882.—Newton Sapp resigned as Timber Agent for Lafayette county.

July 24th, 1882.—The claim of A. J. Pitts, of Lauraville, for amount of excessive stumpage collected from him by former agencies of the Board, was taken up and considered, and a letter from Capt. B. M. Burroughs, Timber Agent, recommending that one hundred and twenty dollars be refunded to said Pitts, was read and ordered spread upon the minutes.

Ordered, That one hundred and twenty dollars be refunded to said A. J. Pitts.

September 23d, 1882.—A communication was laid before the Board from J. W. Perry, Sheriff of Columbia county, in relation to timber cut on sections 24 and 25, township 7 south, range 16, east, by Capt. Moody, whose permit had expired; and it appearing that there was no intentional trespass upon the public lands, the Commissioner of Lands was requested to advise and authorize Mr. Perry, the Sheriff, to make a compromise settlement for the timber so cut by him upon terms that are equitable and just.

MISCELLANEOUS.

February 1st, 1881.—The Trustees having been served with

a subpoena from the United States Circuit Court for the Northern District of Florida, in the suit of the Western Division of the Western North Carolina Railroad against the Trustees of the Internal Improvement Fund, Aristides Doggett, the Jacksonville, Pensacola and Mobile Railroad Company, Milton S. Littlefield, the Florida Central Railroad Company, and Adolph Engle, it was ordered that the solicitor of this Board procure a copy of the bill of complaint in said suit, enter the appearance of the Trustees therein, and take such other steps as the case may require on behalf of the Trustees.

February 4th, 1881.—The Secretary laid before the Board a petition from several citizens of Orange county alleging that there is no evidence in the field that township 21, south, range 32, east, was ever actually surveyed, and representing the inconvenience resulting therefrom, and asking that a survey of said township be made by the State, the greater part thereof being State lands.

Ordered, That the Commissioner of Lands and Immigration inquire into and ascertain the cost of such survey and report to the Board.

The Board then proceeded to the election of a Treasurer, and Henry A. L'Engle was elected, his term to commence on the filing and approval of his bond.

February 10th, 1881.—The bond of Henry A. L'Engle Treasurer-elect of the Board, was presented and approved by the Board February 17th, 1881. On motion, it was ordered that the Secretary inquire of A. Doggett, Receiver, what action he has taken towards collecting and investing the interest upon the bonds belonging to the Sinking Funds of the Tallahassee Railroad and the Florida, Atlantic and Gulf Central Railroad, said bonds being in his hands under order of the Court.

February 22d, 1881.—The Attorney-General laid before the Board certified copies of orders made in the United States Circuit Court at Jacksonville, as follows:

United States Circuit Court—Northern District of Florida.
Chas. P. Greenough, Administrator for the estate of Francis Vose, deceased, *et al*, vs. Geo. F. Drew, *et al*, Trustees of the Internal Improvement Fund *et al*.

On motion of J. B. C. Drew, Esq., Solicitor for the Complainants, Geo. P. Raney, Esq., Solicitor for the Defendants, consenting, *Ordered*, That William D. Bloxham, Governor, William D. Barnes, Comptroller, Henry A. L'Engle, Treasurer, Hugh A. Corley, Commissioner of Lands and Immigration, and George P. Raney, Esq., Attorney-General, Trustees of the

Internal Improvement Fund of Florida, be and the same are hereby made parties defendant to this suit in place of the present defendants.

Done and ordered in open court this February 21st, A. D. 1881.
THOMAS SETTLE, Judge.

United States Circuit Court—Northern District of Florida.
Chas. P. Greenough, Administrator estate of Francis Vose, vs. The Trustees of the Internal Improvement Fund of the State of Florida *et al*.—In Equity.

Upon reading and considering the petition of the Trustees of the Internal Improvement Fund filed herein, it is *Ordered*, That the said Trustees be and are allowed to pay, out of any moneys, proceeds of lands now held by them, or which may come into their hands, any necessary expenses incurred in completing the Swamp Land indemnity investigations: *Provided, however*, That more than twelve hundred dollars, in addition to the sum heretofore allowed for the purpose of such investigations by an order made herein on the 23d day of December, A. D. 1879, shall not be so used or applied.

Done and ordered in open court this February 21st, 1881.
THOMAS SETTLE, Judge.

The Secretary laid before the Board the following letter from A. Doggett, Esq., Special Master, in reply to inquiries respecting the investment of the Sinking Funds:

JACKSONVILLE, February 19, 1881.

HON. HUGH A. CORLEY, Secretary Board of Internal Improvement Fund, Tallahassee, Fla.:

DEAR SIR—Your letter of the 18th inst. is at hand. Mr. Yulee, having had doubts as to my power of collecting the semi-annual payment of one-half of one per cent., and would not pay it to me, no steps have been taken by me in relation to the subject matter of your letter or of the collection of the Sinking Fund, consequently both branches of the matter remain in abeyance.
Very respectfully,

A. DOGGETT.

The Commissioner of Lands and Immigration reported that he had proceeded to Jacksonville and obtained from the Special Master, A. Doggett, Esq., a statement of the amount due to each holder of coupons deposited in court, and the payments made to each. The following is a tabulated statement of the aggregates:

R.R. Company.	Amount of Coupons.	Interest on Coupons	Total Principal and Interest.	Payments made.	Balance due.
Florida	\$ 300,615 00	\$ 227,664 77	\$ 528,279 77	\$ 75,813 59	\$ 452,466 18
F. A. & G. C.	95,620 00	95,537 88	191,157 88	63,149 46	128,008 42
P. & G.	130,728 50	94,406 44	225,134 94	23,889 47	201,245 47
Tallahassee	19,288 50	15,858 05	35,146 55	8,791 71	26,354 84
Total.	546,252 00	433,467 14	979,719 14	171,644 23	808,074 91

Of the foregoing there is due the estate of Francis Vose.....\$404,677.68
To other creditors..... 403,397.23

The expense account allowed Mr. Vose is as follows:

Under order of Court, February 15, 1878..... \$33,687.80
Under order of Court, December 3, 1879, with interest..... 60,134.96
Total .. \$93,822.76
On which has been paid.....\$56,329.25
Balance claimed as due..... 37,493.51

March 5th, 1881.—A communication was received from C. D. Willard, Esq., Solicitor for the Dutch Bondholders in the Railroad cases in the Supreme Court of the United States, requesting that the Trustees make a motion before said Supreme Court that a mandate be issued at once in said cases upon the decree recently rendered affirming the decision of the Circuit Court, the Attorney's fee for making said motion to be paid by the Dutch Bondholders. Also, a letter from General Henry R. Jackson, representing a majority of the holders of the Pensacola and Georgia and Tallahassee Railroad Bonds, urging the same action by the Trustees. Judge David S. Walker, also representing a number of the holders of the Tallahassee and Pensacola and Georgia Railroad Bonds, appeared before the Board and recommended similar action.

The Attorney-General was requested to write to Senator Jones and inquire whether the present condition of the suit is such that the motion requested can now, with propriety, be made before the Supreme Court, and to request him to telegraph to the Board if that be the case.

March 16th, 1881.—Samuel A. Swann, Esq., conferred with the Board respecting the sale of three million acres of land, and a resolution was adopted authorizing him, under certain conditions, to negotiate the sale of three million acres of swamp land at thirty cents per acre.

March 27th, 1881.—Hon. J. J. Harris appeared before the Board in behalf of John G. Sinclair, Esq., of Orange county, and made a statement respecting the proposition of said Sin-

clair to reclaim certain lands in the vicinity of Johns Lake, in Orange county; whereupon the Board adopted a resolution authorizing said Sinclair to ditch and drain the swamp and overflowed lands in sections 1 and 2, township 23 south, range 26 east, and sections 2, 3, 4, 5, 6, 7, 10 and 11 in township 23 south, range 27 east, provided the work shall be done so as to reclaim said lands and render them fit for cultivation, and shall be completed within twelve months from the adoption of the resolution; said John G. Sinclair to receive in compensation for the work of drainage one-half of said land if divided according to quantity and value by Commissioners appointed for that purpose, or if the Board is allowed to select, without the intervening of Commissioners, said Sinclair to be allowed two-thirds of the lands so reclaimed; said Sinclair also to be allowed to purchase the lands as they now are at sixty cents per acre, notice to be given the Board within thirty days of the acceptance of the resolution.

May 28th, 1881.—A letter was received from E. F. Skinner stating that certain lands purchased by him from the State were claimed by certain parties under a Spanish grant, and that suit had been commenced against him for cutting logs on said lands, and also asking that the purchase money be refunded.

The Attorney-General laid before the Board a certified copy of the following order made in the United States Circuit Court at Jacksonville:

In the Circuit Court of the United States, 5th Circuit, Northern District of Florida.

Chas. P. Greenough, Administrator of Francis Vose, vs. The Trustees of the Internal Improvement Fund of Florida.—
In Equity.

On motion of the Trustees of the Internal Improvement Fund of Florida, defendants herein, it is *Ordered*: I. That said defendants, Trustees aforesaid, be and they are authorized to use and apply moneys that may come into their hands as proceeds of the lands of the Internal Improvement Fund, in the purchase and distribution of pamphlets relating to the State of Florida, its climate, land and resources, and in advertising the lands of said fund, not to exceed one thousand dollars per year.

II. That the orders heretofore made in this cause be and they are hereby modified in so far as they may prevent or interfere with the sale of lands of said Internal Improvement Fund to actual settlers thereon, residing thereon or having the same in cultivation, on the terms and conditions and in the quantity

prescribed by an act of the Legislature of Florida approved March 7th, 1881, and entitled "An Act to enable settlers on State lands to obtain titles thereto," and said Trustees are authorized to sell lands in the quantities and on the terms and conditions prescribed by said act.

III. That the orders heretofore made in this cause are so far modified as to permit said Trustees to carry out the provisions of an act of said Legislature approved February 22d, 1881, entitled "An Act to provide for the assessment and collection of taxes upon improvements on the public lands, and for the protection of occupying claimants of said lands," in so far as said act may apply to the lands of said fund and involve any action upon the part of the Trustees aforesaid thereunder.

Done and ordered in open Court this 23d day of May, A. D. 1881.

THOMAS SETTLE, Judge.

The Salesman was instructed to prepare and submit to the Board such changes in the rules governing the sale of lands as may be necessary to carry out the provisions of the acts of the Legislature referred to in the said orders II and III of the Court.

June 15.—Mr. S. A. Swann appeared before the Board and submitted a proposition in behalf of C. D. Willard, to purchase 4,000,000 acres of land at 25 cents per acre. The Board having already sold to Mr. Disston that quantity of land, could not entertain the proposition.

June 16th, 1881.—Samuel A. Swann, on behalf of C. D. Willard, submitted to the Board a proposition to purchase four millions acres of land at twenty-six cent per acre cash.

A letter was received from Samuel A. Swann, presenting a claim for commissions and asking the payment thereof.

The Secretary was instructed to notified Mr. Swann that the Trustees do not think that he has a strict legal claim to commissions, but in view of his services as agent of the Board and of the benefits which the fund has derived from his services, the Trustees will take into consideration the question of remunerating him therefor.

June 17th, 1881. In view of the anticipated increase of work in the land office by reason of the recent large land sale, and for adjusting the Railroad Grants, it was ordered, That the salesman be authorized to employ temporarily, an additional Clerk, at a salary of fifty dollars per month.

July 15th, 1881. Samuel A. Swann, Esq., appeared before the Board and conferred with the Trustees respecting his claim for services and expenses as the special Agent of the Board for negotiating sales of land in large quantities, but no action was taken by the Board in reference thereto.

The Attorney General laid before the Board the following orders and decrees of the U. S. Circuit Court, made at Jacksonville, on the 8th instant, which were ordered spread upon the minutes.

In the Circuit Court of the United States, 5th Circuit, Northern District of Florida.

Charles P. Greenough, Administrator of Francis Vose, vs. Trustees of the Internal Improvement Fund of Florida, *et al.* In Equity.

This cause coming on to be heard, it is ordered, adjudged and decreed, that the Trustees of the Internal Improvement Fund, defendants, be and they are hereby authorized to pay through their Treasurer, the claims adjudicated against said fund in this cause, and for this purpose to use any money they have or may receive as the proceeds of lands sold, or to be sold, belonging to such fund. That the amount adjudged in favor of the late Francis Vose for costs and expenses in this cause, in so far as same remain unpaid, shall first be paid, subject to the terms and conditions of the orders allowing them: That after the payment of such amounts remaining due for costs and expenses, the coupons adjudged to be legal claims against said fund shall be paid by the Trustees through their Treasurer, the same payments to be made on a *pro rata* basis as to all claims so adjudged and payable. It is further ordered, that such payments shall be made to the Solicitors of record in all cases where there are such Solicitors, and where there are not, then to the parties claimant.

Done and ordered and adjudged and Decreed this 8th day of July, A. D. 1881, in open Court.

THOMAS SETTLE,
Judge.

W. B. WOODS,
Circuit Justice.

We consent to the above order.

HENRY R. JACKSON, for E. C. Anderson, *et al.*,
C. D. WILLARD, Solicitor for Vose Decree,
FLEMING & DANIEL, for W. D. Ellis, *et al.*,
JOHN A. HENDERSON, for himself,
B. C. LEWIS,
B. C. LEWIS & SONS,
EDWARD LEWIS,
COCHRAN & Co. *et al.*,
COCKRELL & WALKER, for Nat. Bk. Carolina,
GEORGE P. RANEY, Solicitor for Trustees Internal Improvement Fund.

In the Circuit Court of the United States, 5th Circuit, Northern District of Florida.

Charles P. Greenough, Administrator of Francis Vose, vs. Trustees of the Internal Improvement Fund of Florida, *et al.*

It is ordered and decreed in this cause that interest at the rate of seven per cent. per annum shall be allowed on all coupons adjudged to be a valid claim against the Internal Improvement Fund in this cause from their maturity to the date of payment.

Done and ordered in open court this, July 8th, 1881.

W. B. WOODS,
Circuit Justice.

United States Circuit Court, Northern District of Florida, 5th Judicial Circuit.

Charles P. Greenough, Administrator of Francis Vose vs. the Trustees of the Internal Improvement Fund of Florida, *et al.*

It is ordered that the Trustees of the Internal Improvement Fund are authorized to make settlement when it shall be proper and in accordance with the provisions of the laws of this State with the Florida Tropical Railroad Company for any alternate sections of land sold by the Trustees and within the six-mile limit granted by the State to the Florida Railroad Company, of which said company the former company is the assignee, such settlement to in lands. It is further ordered that the Receiver and Master, A. Doggett, herein supply the Trustees at their request with copies of all records necessary and applied for by them to enable them pay off the indebtedness of said fund, at the usual charges.

Done and ordered in open court, July 8th, 1881.

W. B. WOODS,
Circuit Justice.

On motion Messrs. L'Engle and Corley were appointed a committee to go to Jacksonville and obtain from A. Doggett, special master and receiver, all the information necessary to enable the treasurer of the Board to pay the indebtedness of the Fund in accordance with the orders and decrees of the United States Circuit Court.

July 22d, 1881.—The Attorney-General presented a copy of a recent order of the United States Circuit Court which was ordered to be spread upon the minutes, and is as follows, to wit:

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

Francis Vose vs. the Trustees of the Internal Improvement Fund *et al.*

It appearing from the statement of Henry R. Jackson, solici-

tor for complainants in the case of E. C. Anderson and others vs. the Jacksonville, Pensacola and Mobile Railroad Company *et al.* in this court, that some of the said complainants are holders of bonds of the Pensacola and Georgia and Tallahassee Railroad Companies, upon which there are coupons which were past due at the date of the sales of said railroads by the Trustees of the Internal Improvement Fund; and it appearing further that the said bonds were received, examined, registered and reported upon by Aristides Doggett, Esq., master *pro hac vice* in said last mentioned cause; that they were retained in custody for a number of years by the said master, but have been withdrawn under order of this court by the said Jackson and are now held by him in a box deposited for safe keeping in the vaults of the Central Railroad Bank in the city of Savannah: On motion of the said Jackson, and by consent of Attorney-General Raney representing the defendants in the case of Francis Vose vs. the Trustees of the Internal Improvement Fund, it is ordered, that Aristides Doggett, Esq., receive, admit and register said coupons in the said last mentioned case, as being good, valid and payable from the sale of the Internal Improvement lands under the decrees and orders of this court; provided, the coupons be verified by affidavit of the said Jackson that he severed them from the bonds to which they were attached, and by the certificate of Mayhew Cunningham, Cashier Central Railroad Bank, that they were taken from the said box in his possession; and provided, further, that the said master shall identify the said coupons and the holders of them with the bonds, and the holders of the bonds so as aforesaid said filed with and audited by him, on examination of the numbers of said bonds.

In open court July 8th, 1881.

W. B. WOODS,
Circuit Justice.
THOMAS SETTLE,
Judge.

The Attorney-General laid before the Board the following correspondence arising under the foregoing order of court, which was ordered spread upon the minutes:

TALLAHASSEE, July 1, 1881.

Hon. Geo. P. Raney, Attorney-General:

DEAR SIR: I respectfully beg that you will inform me whether the decree of Judge Woods of July 8, 1881, directing certain P. & G. and Tallahassee Railroad coupons "which were past due at the date of the sales of said railroads by the Trustees of the Internal Improvement Fund," and which have

been cut from said bonds by General Jackson, to be paid "from the sales of the Internal Improvement lands under the orders and decrees of this court," means that said P. & G. and F. coupons represented by General Jackson are to be paid in preference to other coupons of the P. & G. and T. Railroads which were past due at the date of the sale of said roads by said Trustees, but which have never been cut from the bonds, but are still attached to them and still on file with Mr. Doggett.

The coupons I represent were filed just as those represented by General Jackson were in the case of E. C. Anderson, *et al.* Neither his nor mine were filed in the Vose case.

I do not think that you intended to consent that the P. & G. coupons filed in the Anderson case by General Jackson should have priority over similar coupons filed in the said case by others. By one of Judge Wood's decrees the Trustees are allowed to pay only the claims adjudicated against the Internal Improvement Fund in this cause, to-wit: the Vose cause. By another of his decrees they are allowed to pay the claims adjudicated against said Fund in the Anderson case, provided they were represented by General Jackson.

I may be mistaken in my understanding of the decrees. As you are representing all the claimants against the Fund, and this decree says it was rendered by your "consent," please tell me, when you have leisure, what the true meaning of this decree is.

Yours respectfully, D. S. WALKER.

ATTORNEY-GENERAL'S OFFICE,
TALLAHASSEE, FLORIDA, July 19, 1881. }

Hon. David S. Walker, Tallahassee, Fla.:

DEAR SIR: I have the honor to acknowledge your communication of yesterday. You are aware that under the long standing orders of the Vose case all coupons have to be registered and filed with the Master therein, Mr. Doggett, before they can be regarded by the Trustees as a valid claim against the Internal Improvement Fund. These orders provide an appeal ordeal of proof to which a great mass of coupons have been subjected. In the case, however, of coupons actually attached to the bonds which were filed in the Anderson case, it has been the usual custom to take an order directing the master in that cause to cut off the coupons past due at the time of the railroad sale in March, 1869, and file and register them with himself as the Master in the Vose case. No further proof has usually been required as to such coupons to entitle them to the status of an adjudicated claim against the Fund. You are doubtless aware there has never been any order giving the coupons attached to bonds filed in the Anderson case such status without

their being filed and registered in the Vose case as indicated. General Jackson had, as I understand, obtained an order for the Master to cut off the coupons from his bonds filed in the Anderson case and filed them in the Vose case, and represented that the Master in doing so had omitted to cut off and file a few coupons, although he had done so as to the mass of them; that he, General Jackson, had taken the bonds to Savannah and has subsequently discovered the omission, and had, on the 7th day of July, commenced cutting off those so omitted, with the intention of bringing them with him that day to Jacksonville, and proving them under the orders in the Vose case, but for some reason did not get through cutting all of them off, and had not brought any of them.

To avoid the trouble and expense of his having to send the bonds and coupons, where the latter were not cut off, to Jacksonville, and of having the bonds also sent back to him at Savannah, he asked for the order you refer to, permitting him to cut off and prove in the manner indicated the coupons which had not been cut off, and to prove those he had himself cut off. After consulting with different attorneys representing coupon-holder, I agreed to the order. It was made to cover these particular coupons and none other.

You say the coupons you represent were filed just as those represented by General Jackson in the case of E. C. Anderson *et al.*, and that neither his nor yours were filed in the Vose case. The understanding entertained by myself as to General Jackson is indicated above.

Without saying anything as to whether your clients' coupons, or any of them, have been filed in the Vose case, or as to whether any order for the "cutting off and filing" them has been made, it is proper for me to state that in my opinion, until filed in the Vose case they cannot be treated as a valid indebtedness of the fund, nor can they be filed without an order of the Court permitting it.

As to my "intention," permit me to say that it was simply to enable General Jackson to prove and file these particular omitted coupons in the manner provided by the order, and thereby save him the trouble and expense of sending his bonds to Jacksonville and having them returned. They have, I understand, been filed in accordance with the order.

You speak of me as representing all the claimants against the fund. I do not, nor is it my duty to act for your or other Attorney's clients in proving or filing or obtaining orders therefor in the Vose case, and if your clients have not obtained said orders, it is not my fault.

Yours, very respectfully,

GEORGE P. RANEY.

July 25th, 1881.—The Attorney-General laid before the Board the following papers:

J. Fred Schutte, Jans Prins, A. Engler *et al*, Complainants, vs. The J. P. & M. R. R. Company *et al*.—In Equity.

In the 5th Circuit Court of the United States for the Northern District of Florida.

STATE OF GEORGIA, }
City of Savannah. }

It appearing that the business of the J. P. & M. Railroad, at this season of the year, does not yield a sufficient income to defray the expenses incurred by operating it, and it appearing further that the Receivers (Messrs. Conant and Hawkins) have a fund in their hands produced from the operation of the road, now, then, this is to certify that in my character as Solicitor, representing a very large majority of the holders of the Pensacola and Georgia and Tallahassee Railroad Bonds, I do hereby give my consent to the turning over of fifteen thousand (\$15,000) dollars of said fund by the Receivers to Col. C. H. Allen for the purpose of defraying the necessary current expenses of operating the said road.

HENRY R. JACKSON.

JULY 19, 1881.

I, as the Solicitor representing a part of the holders of the P. & G. Railroad Bonds, do hereby give my consent to the above proposition of General Jackson.

DAVID S. WALKER.

JULY 23, 1881.

Thereupon the following resolution was unanimously adopted:

Resolved, That the Board of Trustees do assent that an order may be made in the above cause that the above sum may be turned over to Col. C. H. Allen, Manager of said road, for the purpose of defraying the necessary expenses of running and repairing said Railroad, as far as it may be necessary, and for purchasing rolling stock, said sum to be taken out of the earnings of the road subsequent to the sale of September, 1879, this assent, however, not to interfere with the right of any person petitioning to the Court for pay out of said fund, and that the Attorney of the Board be authorized to assent to the same, as herein provided, for said Board.

August 17th, 1881.—The following resolution was adopted:

Resolved, That the Attorney of this Board be instructed to move in the Supreme Court of the United States for the advancement on the docket of the appeal taken by the Trustees against the decrees of the United States Circuit Court at Jacksonville, allowing certain costs and expenses to Francis Vose in the suit of said Vose against the Trustees of the Internal Improvement Fund.

September 3d, 1881.—The following letter from James B. C. Drew to the Attorney-General was directed to be spread upon the minutes:

LAW OFFICE NO. 39, WALL STREET, }
NEW YORK, August 30, 1881. }

DEAR SIR—I have yours of the 23rd instant on my return to the city to-day.

I have paid the sum of ten thousand, seven hundred and eighty-eight dollars on one hundred and seventy-four bonds on account of principal of the bonds presented under the Decree in "Doggett, Receiver, vs. The Atlantic, Gulf & West India Transit Company," it being \$62.00 per Bond on account of the Sinking Fund found by the Court to be due at the date of the Decree.

I have paid nothing upon the coupons. I have paid all the costs of the suit, (about \$1,000), and shall file my report as soon as all the bonds are presented. I will advise you when I do so.

On payment of the same I endorsed on each bond the words, "Paid sixty-two (\$62.00) dollars on within bond under Decree in suit of Doggett, Receiver, vs. A. G. & W. I. T. Company, U. S. Circuit Court, Northern District of Florida, on Sinking Fund account, J. B. C. Drew, Special Master."

Trusting that this will find you enjoying good health and cooler breezes than we now have, I remain

Yours truly,

J. B. C. DREW.

HON. GEO. P. RANEY, Attorney General.

September 21st, 1881.—It was ordered that coupon certificates issued by A. Doggett, Special Master, may be received in payment for lands to the full amount of the purchase money, without requiring the payment of twenty per cent. in currency.

October 13th, 1881. A letter was spread upon the minutes from Edward Avery, Solicitor for Charles Francis, D. N. Skillings and Charles Whitney, of Boston, Mass., claiming that they had purchased thirty-six thousand dollars' of coupons from Francis Vose, and that said coupons are embraced in the amount certified by A. Doggett, Receiver, to be due the said Vose, and protesting against the payment to said Vose the amount certified to be due him until the amount due said Skillings and Whitney is paid.

October 17th, 1881. On motion, the Attorney General was instructed to file a petition on behalf of the Trustees to set aside the order of the Court authorizing the payment of coupons to T. B. Codington, which were embraced in the suit of T. B. Codington vs. The Trustees of the Internal Improvement Fund; and the Treasurer was instructed to withhold the payment of said coupons.

November 9th, 1881. On a vote, the Attorney General not voting, the Attorney General was instructed to authorize Hon. C. W. Jones to undertake the advancement and trial of the case of Trustees of Internal Improvement Fund, appellants, vs. Francis Vose's administrator, in U. S. Supreme Court, involving the costs and allowances on the following terms, to-wit: five hundred dollars retainer and ten per cent. of any amount actually saved to the Internal Improvement Fund by reversal or modification of the decrees appealed from.

November 22d, 1881. The following notice which had been served upon the Trustees, was ordered spread upon the minutes:

FERNANDINA, Nov. 19th, 1881.

To the Honorable the Trustees of the Internal Improvement Fund of the State of Florida:

GENTLEMEN:—You will please take notice that on the 4th day of the next term of the Circuit Court of the United States for the Northern District of Florida, I will move to be allowed to file a petition praying compensation for the services rendered by me in negotiating sales of lands belonging to the said fund for payment of coupon indebtedness established against it by decrees of the said Court.

Yours very respectfully,

SAMUEL A. SWANN.

It was ordered that the Secretary request Mr. Swann to furnish to the Board a copy of the petition to be filed by him.

December 16th, 1881. The Attorney General laid before the Board certified copies of orders of the United States Circuit Court, which were read and ordered spread upon the minutes, as follows:

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

Chas. P. Greenough, administrator of F. Vose, vs. the Trustees of the Internal Improvement Fund.

On motion of the said Trustees aforesaid, it is ordered that the Master herein shall give notice to the Trustees of the Internal Improvement Fund by letter addressed to George P. Raney, one of said Trustees, at Tallahassee, Fla., of the filing with him of any answers to interrogatories which may be propounded to any person seeking to have any coupons declared or adjudged a valid claim against the Internal Improvement Fund, and said Trustees shall have ten days after the receipt of such notice to file exceptions to any such coupons.

Done and ordered in open Court, Dec. 14th, 1881.

THOMAS SETTLE, Judge.

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

Charles P. Greenough, administrator of Francis Vose, vs. Trustees of the Internal Improvement Fund.

On motion of the Trustees of the Internal Improvement Fund, they appearing specially for the purpose of the motion, and not generally, it is ordered that the order made in the matter of said petition of Samuel A. Swann, praying compensation for sales of lands on the eighth day of the present month, be and is suspended until the said Trustees shall have pleaded or answered unto said petition, and until the further order of the Court, except in so far as it allows the defendants fifteen days within which to answer said petition.

Done and ordered in open Court Dec. 14th, 1881.

THOMAS SETTLE, Judge.

January 23d, 1882. The Salesman reported to the Board that by reason of the increased labors devolved upon him in the adjustment of the Disston purchase and the railroad grants, it is impossible to do the work with the clerical force now in his employ, and that much of the work is behind hand, and further, that the abstracts of sales have become so much worn and torn by constant use, it is important that they should be copied: Whereupon it was ordered that the Salesman be authorized to employ what clerical help may be necessary to conduct the business of the office, and to bring up the back work.

February, 4th, 1882. A letter was received from George P. McWhorter, Esq., on behalf of Messrs. Mims and Milligan, stating that certain lands were omitted in the grant of the right-of-way made Dec. 27th, 1879, and Feb. 3d, 1880, which are essential to the use of the right, and asking that they may be included therein.

The following resolution was adopted:

Resolved, That the resolution adopted on the 20th day of December, 1879, and amended February 3d, 1880, granting the right-of-way through certain lands to James R. Mims and Rufus Milligan, be further amended by inserting the following described lands which were included in the original resolution of December 29th, 1879, but omitted in the amendment adopted February 3d, 1880, to-wit:

The north-west quarter of the south-west quarter of section three; the south-east quarter of the south-east quarter of section four; the east-half of the north-east quarter, and the east-half of the south-east quarter of section nine, in township five, north of range twenty-seven west; the south-east quarter of the south-east quarter of section thirty-four, and the north-east quarter of the north-west quarter, and the south-west quarter of the north-west quarter, and the north-west quarter of the south-west quarter of section thirty-five, in township six, north of range twenty-seven, west.

February 28th, 1882. On motion, a committee was appointed, consisting of the Governor, Comptroller and Attorney General, to confer with Sir Edward Reed, respecting the Sinking Fund of the Florida, Atlantic and Gulf Central Railroad.

The Governor laid before the Board a letter from Sir Edward J. Reed, informing him and the Trustees of the Internal Improvement Fund that Mr. C. J. Willard, of Washington, D. C., will represent him (Sir Edward) fully during his absence in all matters pertaining to the land purchased by him from Mr. Hamilton Disston.

March 8th, 1882. The following resolution was adopted:

Resolved, That the Treasurer of the Board of Trustees of the Internal Improvement Fund is hereby authorized to sell the Florida 7 per cent. bonds of 1871 held in the sinking fund of the Florida, Atlantic and Gulf Central Railroad, and the 6 per cent. bonds of 1873, except the \$1,000 bond of that issue held by the Fund, and re-invest the proceeds of such sale in Florida, Atlantic and Gulf Central Railroad bonds.

May 20th, 1882.—Captain P. Houstoun, executor of the late Colonel E. Houstoun, appeared before the Board, with his counsel, Colonel John A. Henderson, in relation to the liability of the estate of Colonel Houstoun to certain coupons of January, 1st, 1868. And after considerable discussion thereon it was resolved that Messrs. Fleming and Daniel, attorneys-at-law, be requested to meet the Board as soon as practicable for the purpose of being consulted in regard to the Houstoun estate coupons of January 1st, 1868.

June 3d, 1882.—The Attorney-General submitted to the Board a communication from W. A. Blount, attorney for Emory F. Skinner, accepting the offer of the Trustees to refund the purchase-money paid by him for 2,251.47 acres of land erroneously conveyed to him, in three deeds numbered 9,250, 9,421 and 9,638 for the sum of fifteen hundred and eighty-eight two one-hundredths dollars (1,588.02.)

It was ordered by the Board that the said sum of money be refunded to said Skinner, upon his making and delivering to the Trustees a deed of conveyance for the lands so improperly conveyed to him.

June 17th, 1882.—A communication was received from Messrs. Fleming and Daniel reciting the facts in relation to the liability of the estate of E. Houstoun to certain coupons of January 1st, 1868, and advising the Trustees not to assume the responsibility of deciding the question of liability but to submit the same for adjudication under the order and direction of the United States Circuit Court.

Whereupon the following resolution was adopted by the Board:

Resolved, That the opinion of Messrs. Fleming and Daniel in reference to the Edward Houstoun estate, P. and G. coupons maturing January 1st, 1868, be recorded on the minutes, and that the matter of said coupons be placed in their hands as attorneys for this Board for such action as they may deem proper and necessary in the premises.

July 25th, 1882.—The Commissioner of Lands presented a deed from Emory F. Skinner dated July 1st, 1882, reconveying to the Trustees lands embraced in Deeds Nos. 9,959, 9,421 and 9,638 for 2,251.47 acres of land in Santa Rosa county formerly conveyed to him by mistake, which deed was not accepted and ordered to be returned on account of informality.

August 28th, 1882.—E. F. Skinner having presented to the Board a correct deed to the 2,251.47 acres of land erroneously deeded to him in Deeds Nos. 9,059, 9,421 and 9,438. It was ordered that the purchase-money amounting to fifteen hundred and eighty-eight and two one-hundredth dollars, (\$1,588.02) be now refunded to him by the Treasurer of the Board, as directed in the order of June 3d.

November 10th, 1882.—The Attorney of the Board was directed to instruct the United States Marshal to seize and sell the railroad from St. Marks to Tallahassee, with all the property belonging thereto, in pursuance of a decree of the United States Circuit Court of May 31st, 1879, for the balance of purchase-money.

November 13th, 1882.—It was ordered that one hundred dollars be advanced to J. H. Durkee, United States Marshal, to pay for advertising sale of Tallahassee Railroad, which was ordered to be seized and sold on the 10th inst.

December 1st, 1882.—The following resolution was adopted: WHEREAS, the petition of this Board to vacate the decree made and entered in December last in the matter of the Sammis coupons has, on hearing, been denied by the United States Court for the Northern District of Florida; *And, whereas*, An appeal from the order denying said petition has been refused, and we are advised by the solicitor for the Trustees in the matter of said petition, Mr. John W. Malone, that no appeal lies from such order denying said petition, it is

Resolved, That the Treasurer of this Board do pay to Joseph H. Durkee the balance remaining due on said decree of December last aforesaid.

The foregoing is a report of all the transactions of the Board which are deemed of interest to the public, except the expenditures. These being given in detail in the Treasurer's report, it is not considered necessary to repeat them.

Respectfully submitted,

W. D. BARNES, Secretary I. I. Fund.

REPORT
OF THE
COMMISSIONER OF LANDS AND IMMIGRATION.

TALLAHASSEE, FLORIDA, Jan'y 1, 1883.

TO HIS EXCELLENCY, WM. D. BLOXHAM,
Governor of Florida:

SIR:—I have the honor to submit my report as Commissioner of Lands and Immigration, for the years 1881 and 1882.

SWAMP LANDS.

Since the first day of January, 1881, the following patents for Swamp Lands have been received from the United States:

Patent No. 21, former Tampa, now Gainesville District	214,271.76 ac's
22, former Tampa, now Gainesville District	7,739.77
13, former St. Augustine, now Gainesville District	216.64
14, former St. Augustine, now Gainesville District	737.87
15, former St. Augustine, now Gainesville District	867.45
16, former St. Augustine, now Gainesville District	28,885.00
17, former St. Augustine, now Gainesville District	14,076.00
18, former Tallahassee, now Gainesville District	58,484.12
20, former Tallahassee, now Gainesville District	9,484.04
21, former Tallahassee, now Gainesville District	3,186.57
22, former Tallahassee, now Gainesville District	32,555.57
12, former Newnansville, now Gainesville District	2,534.59
13, former Newnansville, now Gainesville District	15,873.68
14, former Newnansville, now Gainesville District	361.16
Total	389,274.24
Quantity previously patented as shown by the report of Commissioner Corley was	14,442,464.80
Making total patents received	14,831,739.04

The quantity disposed of prior to January 1, 1881, as shown by report of Commissioner Corley, was	1,684,729.42
Amount sold exclusive of Disston sale in year 1881.....	131,208.80 acres.
Amount sold exclusive of Disston sale in year 1882.....	58,847.78
Amount deeded to Railroads in year 1881.....	22,703.05
Amount deeded to Railroads in year 1882.....	158,224.50
Entered by S. I. Wailes during years 1881 and 1882, under his contract with the Trustees of April 13, 1878.....	21,664.03
Making total disposed of during years 1881 and 1882, exclusive of Disston sale.....	392,648.16
Total disposed of up to January 1, 1883, exclusive of Disston sale.....	2,077,377.58
Leaving a balance of.....	12,754,361.46

From which must be deducted the 4,000,000 acres contracted to be sold to Hamilton Disston, less 26,690 09-100 acres sold to settlers and others, included above in the quantity of lands sold, and for which Mr. Disston is to receive the purchase money in lieu of the lands, under an arrangement made with him by the Trustees for the protection of actual settlers.

Of the lands reported above as sold, 70,782 97-100 acres were sold to Sydney I. Wailes for \$47,601.84, on his account as agent of the State at Washington, in adjusting land claims under his contract with the Trustess of October 19, 1878; and 5,866 49-100 acres sold to Williams, Swann & Corley for \$4,704.91, on their account for selecting lands under contract with the Trustees of May 10, 1873.

RAILROADS.

List of railroad companies to which the swamp lands in alternate sections within six miles of their respective roads have been conveyed :

Oct. 1, 1881—South Florida R. R. Co.....	5,318.12 acres
Nov. 22, 1881—Florida Southern R. R. Co.....	17,384.93 "
Feb. 28, 1882—East Florida R. R. Co.....	9,531.60 "
Mch. 21, 1882—Peninsular R. R. Co.....	30,822.31 "
Aug. 4, 1882—South Florida R. R. Co.....	51,515.89 "
Aug. 4, 1882—Fernandina and Jacksonville R. R. Co..	3,178.41 "
Aug. 18, 1882—Tropical Florida R. R. Co.....	3,703.78 "
Nov. 15, 1882—Live Oak and Rowland's Bluff R. R. Co.	3,253.21 "
Dec. 6, 1882—Pensacola and Atlantic R. R. Co.....	56,219.30 "
Total.....	180,927.55 acres

SWAMP LAND INDEMNITY.

During the years 1881 and 1882 floats or certificates amounting to 75,010.22 acres have been received by the State from the United States as indemnity for lands which enured to the State under the act of Congress of September 23th, 1850, but which were disposed of by the United States.

Of this amount of floats 60,008.19 acres have been sold for the sum of \$36,004.90, and 15,002.03 acres were transferred to Sydney I. Wailes, State Agent at Washington, for procuring the same under his contract with the Trustees of April 13, 1878:

Detailed Statement of Indemnity Certificates Received and Sold during 1881 and 1882.		
Feb. 3, 1881—Nos. 1 and 3.....	18,626.84 acres.	\$11,176.10
April 2, 1881—No. 4.....	20,643.29 "	12,388.97
June 1, 1881—Nos. 7 and 9.....	11,570.77 "	6,942.46
Nov. 1, 1881—Special No. 2.....	4,055.82 "	2,433.49
Dec. 29, 1882—No. 10.....	5,106.47 "	3,063.88
	60,008.19 acres.	\$36,004.90

Indemnity Certificates Assigned to S. I. Wailes for Services in Adjusting Indemnity Claims.

No. 2.....	4,656.71 acres.
5.....	5,162.07 "
6.....	1,214.76 "
8.....	1,677.92 "
11.....	1,276.61 "
Special No. 1.....	1,013.96 "

15,002.03 acres.

To which add..... 60,008.19 "

Total..... 75,010.22 " \$36,004.90

The quantity of lands located by the respective owners of the Swamp Land Indemnity Certificates, which have been patented to the State, is as follows :

Indemnity Patent No. 1.....	9,955.85 acres.
2.....	4,639.51
3.....	8,598.19
4.....	14,532.57
5.....	5,160.85
6.....	1,162.43
7.....	3,454.01
8.....	1,642.23
Special Indemnity Patent No. 2.....	920.51
Supplemental Indemnity Certificate No. 3.....	80.00

50,146.15

Of which there has been patented by the State to the owners of the certificates or to such persons as they directed..... 39,154.25

INTERNAL IMPROVEMENT LANDS.

Amount on hand Jan. 1, 1881, (approximate).....		216,438.19 acres.
Amount sold in the year 1881.....	17,644.69 acres.	
Amount sold in the year 1882.....	21,742.04	
Amount conveyed to Peninsular R. R. under act of Jan. 6, 1855.....	601.90	
Amount conveyed to Tropical Florida R. R. Co., under act of January 6, 1855.....	479.56—	40,468.19
Balance on hand January 1st, 1883, (approximate).....		175,970.00

Of the foregoing lands reported as sold, 3,614.66 acres were sold to Williams, Swann & Corley for \$4,518 31 on their account for services in selecting lands under their contract with the Trustees of May 10, 1873.

Below is a tabulated statement of sales of swamp and Internal Improvement lands during years 1881 and 1882:

Abstract of Swamp Lands and Internal Improvement Lands sold during the Year 1881.

MONTH.	SWAMP LANDS.				INT. IMP. LANDS.				TOTAL.			
	Quantity Sold.		Purchase Money.		Quantity Sold.		Purchase Money.		Quantity Sold.		Purchase Money.	
	Acres.	H'ths.	Dollars.	Cents.	Acres.	H'ths.	Dollars.	Cents.	Acres.	H'ths.	Dollars.	Cents.
January.....	4,052	75	3,590	27	322	23	522	99	4,374	98	4,113	26
February.....	9,214	68	7,507	60	1,760	90	4,293	63	10,975	58	11,801	22
March.....	5,511	14	5,149	81	3,384	18	5,746	57	8,895	32	10,896	38
April.....	6,228	24	5,753	78	1,784	41	2,571	21	8,010	65	8,324	99
May.....	14,265	11	12,116	18	1,415	48	1,796	84	15,678	59	13,913	02
June.....	34,408	28	22,749	02	2,574	46	3,467	92	36,982	74	26,216	94
July.....	19,477	48	13,614	01	464	89	623	75	19,942	35	14,237	76
August.....	14,187	72	9,747	02	456	42	570	53	14,644	14	10,317	55
September.....	5,989	34	4,733	64	320	07	560	13	6,309	41	5,293	97
October.....	3,437	76	6,625	18	4,204	18	6,633	22	12,641	94	13,568	40
November.....	2,053	64	1,685	66	599	95	779	95	2,653	79	2,665	81
December.....	7,384	48	5,428	07	359	52	449	40	7,744	00	5,878	07
Total.....	131,208	80	99,201	24	17,644	69	28,016	14	148,853	49	127,217	38
To which add Swamp Land Indemnity Certificates Nos. 1, 3, 4, 7, 9, and Special No. 2..	54,901	72	32,941	02					54,901	72	32,941	02
Total.....	186,110	52	132,142	26	17,644	69	28,016	14	203,755	21	160,158	40

Abstract of Swamp Lands and Internal Improvement Lands sold during the year 1882:

MONTH.	SWAMP LANDS.				INT. IMP. LANDS.				TOTAL.			
	Quantity Sold.		Purchase Money.		Quantity Sol'd.		Purchase Money.		Quantity Sold.		Purchase Money.	
	Acres.	H'ths.	Doll's.	Cents.	Acres.	H'ths.	Doll's.	Cents.	Acres.	H'ths.	Doll's.	Cents.
January.....	2,036	82	1,654	36	767	78	1,149	81	2,804	60	2,804	17
February.....	3,246	83	2,530	80	2,324	10	3,017	77	5,570	96	5,543	57
March.....	4,337	04	3,334	53	3,574	55	4,951	39	7,911	59	8,265	92
April.....	8,245	33	6,093	76	3,853	04	5,108	65	12,123	42	11,207	44
May.....	8,621	18	7,034	17	3,871	10	5,660	92	12,492	58	12,695	00
June.....	3,673	89	4,134	60	440	33	530	39	4,114	22	3,694	99
July.....	6,933	63	6,134	36	755	06	1,072	65	7,688	74	7,207	04
August.....	3,472	88	3,181	23	4,198	83	5,381	76	7,671	71	8,562	99
September.....	3,315	89	3,025	14	639	90	829	88	3,955	79	3,855	02
October.....	3,498	33	3,107	36	440	07	550	08	3,938	40	3,657	44
November.....	3,614	02	3,237	31	569	74	749	67	4,213	76	3,989	68
December.....	7,851	51	7,327	18	247	54	345	42	8,099	05	7,672	60
To which add Swamp Indemnity Certificate 10..	5,106	47	3,063	88	21,742	04	29,378	45	80,589	82	79,178	25
Total.....	63,954	25	52,863	68	21,742	04	29,378	45	85,696	29	82,242	13

Total Indemnity Certificates, Swamp, and Internal Improvement Lands sold during 1881 and 1882, embracing such of the lands in the Disston sale as have been sold to settlers..... 289,451 50 242,400 53

SCHOOL LANDS.

The amount of school lands on hand the 1st of January, 1881, can only be approximated, as the tract book has not been posted with the sixteenth sections embraced in the recent surveys.

I estimate the quantity of school land on hand January 1st, 1881, at..... 596,524.08 acres
To which add quantity of indemnity school lands approved in 1882..... 43,745.99 acres

Total..... 640,270.07 acres
Amount sold in 1881..... 15,232.56
Amount sold in 1882..... 36,570.51—
Total sold in 1881 and 1882..... 51,803.07 acres

Balance on hand January 1, 1883 (approx.).. 588,467.00 acres

SEMINARY LANDS.

Amount on hand January 1, 1883, (approx.).... 35,758.02 acres
Amount sold in 1881..... 932.79
Amount sold in 1882..... 1,005.23— 1,938.02 acres

Balance on hand January 1, 1883, (approx.).... 33,820.00 acres

Below is a tabulated statement of sales of school and seminary lands during the years 1881 and 1882.

Abstract of School and Seminary Lands sold during the years 1881 and 1882.

MONTH.	SCHOOL LANDS.				SEMINARY LANDS.				TOTALS.			
	Quantity sold.		Purchase money.		Quantity sold.		Purchase money.		Quantity sold.		Purchase money.	
	Acres.	Hdths.	Dollars.	Cents.	Acres.	Hdths.	Dollars.	Cents.	Acres.	Hdths.	Dollars.	Cents.
1881.												
January	990	68	1,250	87	79	78	99	73	1,040	46	1,350	60
February	640	12	810	09	00	00	00	00	640	12	810	09
March	2,518	13	4,038	34	39	97	49	96	2,556	10	4,088	30
April	880	48	1,100	59	00	00	00	00	880	48	1,100	59
May	619	94	820	93	79	78	99	73	699	72	920	66
June	981	23	1,471	51	00	00	00	00	981	23	1,471	51
July	487	02	608	76	371	96	582	48	858	98	1,191	22
August	1,795	66	2,244	58	00	00	00	00	1,795	66	2,244	58
September	1,372	84	1,716	05	00	00	00	00	1,372	84	1,716	05
October	1,680	41	2,650	51	200	80	301	20	2,081	21	2,951	71
November	1,239	03	2,008	79	40	00	50	00	1,279	03	2,058	79
December	1,879	02	2,348	76	120	50	200	63	1,999	52	2,549	39
Total in 1881	15,232	56	21,069	78	932	79	1,383	71	16,165	55	22,453	49
1882.												
January	980	39	1,233	00	197	98	276	68	1,184	37	1,509	68
February	2,583	28	3,404	55	00	00	00	00	2,583	28	3,404	55
March	2,316	66	3,660	67	240	95	301	19	2,557	61	3,961	86
April	3,187	25	4,957	15	160	37	200	47	3,347	62	5,157	62
May	2,332	81	4,115	77	120	17	160	25	2,452	98	4,276	02
June	1,669	29	3,028	77	80	26	200	65	1,749	54	3,229	42
July	922	24	1,382	79	45	04	67	58	967	28	1,450	35
August	880	81	1,101	01	50	35	100	44	981	16	1,201	45
September	3,574	69	4,960	04	00	00	00	00	3,574	69	4,960	04
October	13,013	39	26,219	67	40	01	50	01	13,053	40	26,299	68
November	3,004	29	5,894	78	00	00	00	00	3,004	29	5,894	78
December	2,094	42	2,895	41	40	10	50	13	2,134	52	2,945	54
Total in 1882	36,570	51	62,853	59	1,035	23	1,407	58	37,575	74	64,261	17
Total in 1881, 1882.	51,803	07	83,923	37	1,936	02	2,791	29	53,741	09	86,714	66

SALE OF TAX LANDS.

Under the act of February 27, 1872, entitled "An Act to Quiet Tax Titles to Land," my predecessor, during his tenure of office in the years 1881 and 1882, sold lands to the amount of \$341.64; and during my term of office I have made one sale amounting to \$51, which amounts were turned into the School Fund.

REDEMPTION OF LANDS SOLD FOR TAXES.

Under Chapters 3234 and 3235, Laws of Florida, approved respectively February 11 and March 7, 1881, the following amounts have been received for the redemption of lands sold for taxes:

State Tax Proper, including expenses of sale.....	\$1,934 52
General Sinking Fund.....	332 17
Special Sinking Fund.....	166 68
State School Tax.....	140 57
County Tax.....	1,701 69
County School Tax.....	611 70

Total\$4,887 33

With the exception of the taxes received for the half year ending yesterday, the State tax and Sinking funds have been paid into the State Treasury, and the school taxes have been sent to the Treasurers of the County School Boards, and the county tax has been sent to the County Treasurers.

The following is the amount of county and school taxes received for each county:

	County Tax.	School Tax.
Alachua.....	\$51 87	\$47 32
Clay.....	12 56	15 71
Columbia.....	133 12	81 89
Duval.....	356 66	264 48
Escambia.....	96 19	91 86
Franklin.....	53 34	60
Hernando.....	40 59	7 23
Jackson.....	32 14	38 57
Manatee.....	9 90	5 94
Marion.....	83 07	75 61
Monroe.....	295 20	
Orange.....	30 65	29 37
Putnam.....	59 70	48 73
Sumter.....	101 50	29 40
Volusia.....	345 20	15 56

Total.....\$1,701 69 \$752 27

The only counties from which any of the certificates of tax sales sent to the County Commissioners under Chapter 3234, Laws of Florida, by my predecessor, have been returned, are Franklin, Hernando, Hamilton, Nassau, Suwanee, Taylor, Volusia and Wakulla. The reports from these counties do not show the redemptions to have been so numerous as might have been expected, from the broad discretion given the County Commissioners by the act under which the certificates were transmitted.

Owing to the vagueness of the act of February 11, 1881, Chapter 3234, relative to placing the lands remaining unre-

deemed at this date upon the market, it will be impracticable to take any steps in this direction without further legislation. The language of the act is: "Shall place the same on sale in his office as other State lands."

There are five classes of State lands, viz: Swamp, Internal Improvement, School, Seminary and the tax lands, which vested in the State under the act of February 27, 1872, entitled "An Act to Quiet Tax Titles to Lands."

The first two classes named are vested in the Trustees of the Internal Improvement Fund, and are sold at appraised prices, and title thereto is made by the Board of Trustees. The School and Seminary lands are likewise appraised, and the title to them is made by the Board of Education. Lands of the last class named are sold for the taxes and expenses, and the title is made by the Commissioner of Lands and Immigration.

Furthermore, the act of March 7, 1881, which relates to lands sold prior to March 11, 1879, for taxes assessed subsequent to the year 1876, makes no provision for either the redemption or sale of such lands after January 1, 1883.

If these lands, and those covered by the act of February 11, 1881, are to be placed on sale, and no further extension of time for redemption allowed, some valuation should be placed on the same, and some method of passing the State's title to the purchaser be prescribed.

While on this subject I would respectfully refer your Excellency to the report of Hon. Hugh A. Corley, made to Governor George F. Drew, January 1, 1881, as many of the difficulties there suggested in this connection still exist.

A considerable sum of the amounts reported as received from the sale of Swamp, Internal Improvement Lands and Indemnity Certificates for 1882 was paid to the Treasurer after January 1, 1883, and, therefore, does not appear in his report of said sales for 1882.

Respectfully submitted,
P. W. WHITE,
Commissioner of Lands and Immigration.

REPORT OF THE TREASURER OF I. I. FUND.

TREASURER'S OFFICE, STATE OF FLORIDA, }
TALLAHASSEE, January 1, 1883. }

HON. W. D. BLOXHAM,

President Board of Trustees I. I. Fund:

DEAR SIR: I have the honor to transmit herewith my report as Treasurer of Board of Trustees of the Internal Improvement Fund, for two years ending Dec. 31st, 1882.

Very respectfully,
HENRY A. L'ENGLE,
Treasurer Board Trustees I. I. Fund.

Internal Improvement Fund of the State of Florida,
In Account with Henry A. L'Engle, Treasurer.

1881.		
Feb'y 28—Paid Master's Certificate, No. 48, part.....		\$141 35
62, in part.....		122 00
89, in full.....		191 64
116, in part.....		133 62
97, in part.....		5,000 00
112, in part.....		2,290 29
113, balance.....		385 81
118, in full.....		3,500 00
101, in part.....		893 69
102, in part.....		158 89
103, in part.....		2,000 00
S I Wailes for adjusting land claims.....		2,122 00
Williams, Swann & Corley selecting lands.....		68 12
E J Berry, Timber Agent.....		200 00
Expenses.....		83 33
Expenses.....		48 56
H T Blocker.....		204 15
Western Union Telegraph Co.....		90
Jas M Baker, Atty.....		350 00
Wm Miller.....		70 58
Wm T Webster.....		7 00
R J Kendrick.....		96 42
Hall & Hagan.....		40 00
H A Corley.....		25 00
M A Williams.....		298 47
W L L Bowen.....		67 42
H A Corley, salary Salesman.....		100 60
Secretary.....		33 88
I M Auld, Clerk Treasurer.....		50 00
Indian River Canal Bond redeemed.....		3,915 65
Amount sent A Doggett, Master.....		516 96

Mch. 31—Paid Master's Certificate, No. 111, in full.....	2,215 50
62, in part.....	32 00
97, in part.....	767 06
116, in part.....	261 85
114, in part.....	1,175 61
102, balance.....	145 98
101, balance.....	6 31
H A Corley, salary Salesman.....	100 00
Secretary.....	38 34
I M Auld, Clerk Treasurer.....	50 00
H A Corley, bill.....	31 02
.....	3 80
Reuben Marsh.....	160 40
Chas W Jones, attorney.....	750 00
E J Berry, Timber Agent.....	78 50
M A Williams.....	495 53
W G Stewart, P M.....	5 25
W T Webster.....	2 00
S I Wailes, adjusting land claims.....	829 94
Williams, Swann & Corley, selecting lands.....	2,308 22
Indian River Canal Coupons.....	1,081 76
A Doggett, Master.....	446 90
April 30—Paid Master's Certificate, No. 88, in part.....	1,030 58
97, in part.....	152 94
116, in part.....	223 58
114, balance.....	28 38
117, in full.....	3,000 00
H A Corley, Salesman, salary.....	100 00
Secretary, salary.....	38 33
I M Auld, Clerk Treasurer, salary.....	50 00
E J Berry, agent, March salary.....	100 00
J L Anderson.....	72 16
David Westfield.....	26 50
Geo P Raney.....	8 50
S I Wailes, adjusting land claims.....	1,016 50
Williams, Swann & Corley.....	362 27
Indian River Land Coupons.....	250 55
A Doggett, Receiver and Master.....	2,159 59
May 31—Paid Master's Certificate, No. 88, balance.....	969 42
97, part.....	80 00
97, balance.....	9,231 12
123, in full.....	676 20
122, in full.....	1,132 51
106, in full.....	821 60
121, in full.....	2,815 58
96, in full.....	1,016 76
105, in part.....	69 21
116, in part.....	355 38
A Doggett, Master.....	50 00
W G Stewart, P M.....	26 10
.....	34 60
C A Bryan, Jr.....	5 00
.....	2 50
J H McKenney.....	2 00
H T Blocker.....	41 65
Hugh A Corley.....	7 40
J C Kendrick.....	30 00
H A Corley, Salesman, salary.....	100 00
Secretary, salary.....	33 33
I M Auld, Clerk Treasurer, salary.....	50 00
Williams, Swann & Corley.....	3,698 03
S I Wailes, adjusting land claims.....	3,855 33
A Doggett, Master and Receiver.....	2,092 95

June 30—Paid Master's Certificate, No. 104, in full.....	190 58
107, in full.....	312 87
108, in full.....	75 42
109, in full.....	208 13
110, in full.....	300 00
124, in full.....	2,500 00
105, balance.....	71 36
M A Williams.....	975 59
Southern Express Company.....	50
A Doggett, Master.....	5 00
Southern Express Company.....	50
.....	75
Henry A L'Engle.....	1 00
Nelson Burton.....	72 00
C E Dyke, printing.....	101 50
W H Walker.....	20 00
E J Berry, Timber Agent.....	54 00
.....	15 25
.....	13 75
.....	100 00
Salary.....	200 00
B M Burroughs, salary.....	33 34
H A Corley, Secretary, salary.....	100 00
Salesman, salary.....	50 00
I M Auld, Clerk Treasurer.....	16 66
Robert Gamble, Clerk Salesman.....	9,019 95
Master's certificate, voucher No. 16, in part.....	1,795 45
Williams, Swann & Corley.....	16,913 66
S I Wailes, services adjusting claims.....	97 60
Indian River Canal Coupons.....	1,172 51
A Doggett, Master and Receiver.....	571 15
July 31—Paid Master's Certificate, No. 119, part.....	413 47
120, balance.....	10,096 52
S I Wailes, services adjusting claims.....	2 50
J H Lee.....	39 83
G W Turnburke.....	67 50
W B Taylor.....	66 50
B M Burroughs.....	71 75
.....	62 25
Salary.....	100 00
Geo P Raney.....	125 00
.....	3 20
Philip Walter.....	2 00
.....	3 25
Western Union Telegraph Company.....	9 03
C E Dyke.....	7 00
Henry Wells.....	2,306 62
H A Corley, Salesman.....	100 00
.....	33 33
B M Burroughs, Timber Agent.....	100 00
Robert Gamble, clerk Salesman.....	50 00
Sept. 30—Paid W G Stewart, P M.....	19 10
H A Corley, Salesman, salary August.....	100 00
Secretary, salary August.....	33 33
Robert Gamble, Clerk Salesman, salary August..	50 00
B M Burroughs, Timber Agent, salary August....	100 00
Frank Lawson.....	70 30
Western Union Telegraph Company.....	1 06
W G Stewart, P M.....	54 63
H A Corley.....	15 00
C A Bryan, Jr.....	5 50
B M Burroughs, traveling expenses.....	58 25
B M Burroughs.....	70 00
C E Dyke.....	52 00

Sept. 30—Paid John McDougall.....	15 15
W T Webster.....	2 00
M A Williams.....	566 94
James M Baker.....	350 00
Mary E Price.....	40 00
I M Auld, Clerk Treasurer, July and August.....	100 00
W N Baker, Clerk Treasurer, September.....	50 00
Sydney I Wailes.....	5,642 34
Williams, Swann & Corley.....	170 07
Master's Certificate, No. 112, part payment.....	1,041 87
119, in full.....	5,155 46
H A Corley, Salesman, September.....	100 00
Secretary, September.....	38 34
B M Burroughs, Timber Agent.....	100 00
Robert Gamble, Clerk Salesman.....	50 00
Fleming & Daniel, attorneys for R H Atwater.....	1,081 46
W D Ellis.....	1,010 66
H R Jackson, attorney for E C Anderson.....	1,535 61
Mrs. General Anderson.....	399 21
R M Demere.....	4,513 22
Mrs J G Falligant.....	504 64
Valentine Grist.....	100 96
Geo Nicol.....	103 98
John M Guerard.....	302 69
J A Hundicut.....	709 50
Geo Robertson.....	504 63
W B Sturdevant.....	319 25
Wartsfelder & Co.....	504 63
J F Waring, Trustee.....	201 85
W H Wagner.....	5,903 60
Joseph L Baynard.....	746 58
Wallace Cummings.....	95 45
Moses A Cohen.....	1,171 02
H R Jackson, attorney for W Duncan.....	169 65
R M Demere.....	999 38
Seton Grantland.....	1817 40
Hopkins, Dwight & Co.....	421 21
E A Lawton.....	70 26
".....	54 86
T J McNish.....	336 45
T J McNish & Co.....	409 61
L F Nicol.....	613 06
John E Hartridge, attorney for Z Butte.....	564 59
Theodore Hartridge.....	91 37
D P Smith.....	1835 18
Cockrell & Walker, attorneys for J Burkhim, in full.....	78 31
National Bank of Columbia.....	194 72
".....	9534 44
".....	6 60
T C Cockran.....	18 75
National Bank of Columbia.....	623 06
J Burkhim.....	2090 41
E L Trenholm.....	1893 03
".....	1378 82
Townsend.....	433 70
L W Spratt, attorney for Archibald T Johnson.....	4404 87
James M Baker, attorney for self.....	587,82
Archibald Baker.....	1014 60
D A Davis.....	1637 15
Burbank & Gallagher.....	888 64
B S Garther.....	1115 67
M L Holmes.....	740 41
R J McDowell.....	4197 05

Sept. 30—Paid C B McClenny.....	3196 66
Samuel A Swann.....	412 03
S N Upchurch.....	631 97
Samuel B O Wilson.....	1904 04
James M Baker, attorney for D L Yulee.....	1135 10
".....	952 48
".....	338 61
Geo A Mercer, attorney for Branch & Sons.....	382 47
Geo W Anderson.....	
John A Henderson, attorney for estate of F H Flagg.....	305 30
Ketchum & Hartridge.....	949 04
John Henderson.....	1323 66
B C Lewis.....	881 32
James H Johnson, order H R Jackson.....	17973 05
Samuel Pasco, attorney for A F Finlayson.....	525 22
W J Hines.....	685 15
J J Turnbull.....	212 52
C D Willard, attorney for James H Paine, Vose assignee.....	1740 98
".....	73 09
Francis Vose.....	84142 35
Cochran & Co.....	706 51
Drew & Bucki.....	3232 20
".....	99 90
Samuel A Swann, self.....	5475 50
".....	3015 08
".....	2529 95
".....	6179 21
J S Driggs, assignee of A Huling.....	639 59
E M Cheney, trustee, Barnett, assignee.....	66 67
LeRoy D Ball, attorney for self.....	
Hamilton Diston, through B C Lewis & Sons, assignee of J C Greeley, in full.....	535 09
A A Knight, in full.....	5899 34
J C Greeley.....	81 65
Martin Bradley.....	7675 69
Charles DuBigon.....	629 75
A Doggett, Master, report of coupons.....	300 00
Henry R Jackson, attorney, costs as per receipt.....	4677 40
C D Willard, attorney, costs as per receipts.....	42096 66
On certificate No. 98.....	1595 70
On certificate No. 99.....	609 15
On certificate No. 115.....	4489 31
Oct. 7—Paid John A Henderson, attorney for estate of F H Flagg, 2d dividend.....	152 65
A B Hawkins, assignee R J McDowell.....	2098 52
Ketchum & Hartridge, Henderson assignee.....	474 52
John Henderson.....	661 83
B C Lewis.....	440 66
Drew & Bucki, through B C Lewis & Sons.....	2244 65
Cockrell & Walker, attorneys for National Bank, Columbia, S C.....	97 36
T C Cochran.....	9 37
National Bank, Columbia, S C.....	316 03
".....	3 30
L W Spratt, assignee Trenholm & B.....	1045 20
National Bank of Columbia, S C.....	4767 22
John Townsend.....	216 85
E L Trenholm.....	689 41
".....	941 68
".....	1018 89
John E Hartridge, attorney for D P Smith.....	282 29
Z E Butte.....	45 68
Theo Hartridge.....	540 73
Fleming & Daniel, attorneys for R H Atwater.....	505 93
W D Ellis.....	

Oct. 7—Paid	W B Barnett, assignee, E M Cheney, for self.....	319 79
	Samuel Pasco, attorney for J J Turnbull, trustee.	106 26
	W J Hines.....	342 57
	"	16 68
	A F Finlayson.....	262 61
Oct. 8—Paid	Geo A Mercer, attorney for Branch & Sons, 2d dividend.....	169 30
	Geo W Anderson, 2d dividend.....	191 23
	John S Driggs, self, assignee of A Huling.....	3089 60
	L W Spratt, self, assignee of A S Johnson.....	2202 43
Oct. 11—Paid	James M Baker, attorney for B S Gaither, 2d dividend.....	557 53
	M L Holmes.....	370 20
	Burbank & Gallagher.....	444 32
	D A Davis.....	818 57
	Archibald Baker.....	507 30
	James M Baker.....	293 91
	Samuel A Swann.....	206 01
	C B McClenny.....	1593 33
	S B O Wilson.....	952 02
	D L Yulce.....	476 24
	"	567 55
	S N Upchurch.....	315 93
	Leroy D Ball, attorney for self.....	33 33
Oct. 15—Paid	Drew & Bucki, 2d dividend.....	1616 10
	Cochran & Co.....	353 25
	Drew & Bucki.....	49 99
	Samuel A Swann, self, 2d dividend.....	2737 75
	"	1507 54
	"	1264 97
Oct. 17—Paid	Balance in full certificate No. 92.....	754 43
	H R Jackson, attorney for Wallace Cummings.....	47 72
	Mrs J G Falligant.....	252 33
	L F Nicol.....	306 53
	Moses A Cohen.....	585 51
	J S Baynard.....	373 29
	Valentine Grist.....	50 43
	Geo Robertson.....	252 31
	Seton Grantlaud.....	908 70
	J M Guerard.....	151 34
	H R Jackson, attorney for R M Demere.....	2256 61
	W Duncan.....	54 82
	R M Demere.....	499 69
	J F Waring.....	100 92
	Waitsfelder & Co.....	25 31
	W B Sturdevant.....	159 61
	T J McNish & Co.....	204 80
	T J McNish.....	193 22
	E A Lawton.....	27 43
	"	35 13
	J A Hundicut.....	354 75
	Mrs Gen Anderson.....	199 60
	E C Anderson.....	767 30
	Hopkins, Dwight & Co.....	210 60
	W H Wagner.....	2951 30
	Geo Nicol.....	50 60
Oct. 18—Paid	W B Barnett, self, balance in full, Master's certifi- cate No. 99.....	609 16
	"	993 76
	John E Hartridge, attorney for Theo Hartridge, in full.....	45 68
Oct. 20—Paid	Cockrell & Walker, attorneys for T B Coddington, 1st and 2d dividends.....	39,812 03

Nov. 3—Paid	Sydney I Wailes.....	240 00
	Williams, Swann & Corley.....	355 61
	Indian River Canal bonds applied on entry No. 10397, coupons.....	1630 67
	10412, bonds 54 and 59.....	1120 06
	10463, coupons.....	49 91
	10469, coupons.....	49 91
	10470, coupons.....	49 91
	Master's coupon certificate, balance No. 48.....	873 05
	"	232 08
	"	112.....
	"	494 53
	"	2244 67
	"	115.....
	"	156 81
	"	636 53
	"	100 00
	H A Corley, Salesman, salary.....	33 33
Nov. 3—Paid	H. A. Corley, Secretary, salary.....	50 00
	W. N. Baker, Clerk Treasurer.....	32 00
	W. G. Stewart, P. M.....	100 00
	B. M. Burroughs, Agent.....	79 50
	" Expenses.....	300 00
	George P. Raney, Attorney.....	17 80
4—Paid	Telegrams.....	71,965 47
	C. D. Willard, Attorney for C. P. Greenough, Ad- ministrator Francis Vose.....	870 49
	Assignee J. H. Paue.....	36 54
14—Paid	B. C. Lewis & Sons, Agents, claim James H. Johnson.....	11,538 27
	"	5,452 45
	"	83 20
	D. S. Walker, Cancellation Ent. 9,000.....	200 52
	B. M. Burroughs, Expenses.....	86 00
19—Paid	John Chain, Professional Services.....	25 00
23—	H. A. Corley, Office Expenses.....	14 10
	W. G. Stewart, P. M.....	20 20
29—Paid	H. A. Corley, bill rendered.....	6 29
	Bill "Bartow Informant," advertisement.....	5 00
	"Tampa Tribune," advertisement.....	6 00
	John B. Odum, Cancelling Ent. 10,322.....	39 84
	W. T. Webster, Maps.....	4 00
	S. A. Robinson, Cancelling Ent. 10,390.....	40 00
	Bill "Orange County Reporter," advertisement.....	5 00
30—Paid	H. A. Corley, Salesman's salary.....	100 00
	Secretary's salary.....	33 33
	W. N. Baker, Clerk Treasurer.....	50 00
	B. M. Burroughs, Timber Agent.....	125 00
	Indian River Canal Coupons, used on Entries 10, 510, 10,511 and 10,512.....	191 20
	Indian River Canal Fund Account.....	9 90
Dec. 16—Paid	George P. Raney, cost. &c.....	21 65
	Bill P. Walter.....	8 25
	S. I. Wailes, part compensation for services Land Entries, certificate 10,576.....	1,703 93
	"	126 48
	"	43 20
	"	209 14
	"	983 41
	"	25 00
24—Paid	bill A. Doggett, Master.....	62 87
	J. B. Story, Cancelling Ent. 105,21.....	6 00
	"Tampa Progress," advertisement.....	5 00
	"Florida Crescent," advertisement.....	5 00
	"South Florida Citizen," advertisement.....	19 10
	W G Stewart, P M.....	100 00
	H A Corley, Salesman, December.....	

Sept. 24—Paid H. A. Corley, Secretary, December.....	33 34
W N Baker, Clerk Treasurer, December.....	50 00
B M Burroughs, Agent.....	125 00
1882.	
Jan. 1—Paid bill H A Corley, Telegrams.....	2 64
H A L'Engle, Telegrams.....	1 65
Western Union Telegraph Company.....	3 38
Williams, Swann & Corley Entry 10,608 part compensation services.....	100 31
Bill "Manatee County News," advertisement.....	5 00
James H Howard, cancelling entry No. 5,511.....	19 49
"Sumter County Advance," advertisement.....	6 00
Jan. 7—Paid James L Anderson, cancelling entry No 6,083.....	100 53
Jan. 10—Paid G P Raney, Attorney.....	100 00
Expes.....	32 45
B M Burroughs, expenses, November 1881.....	11 50
December 1881.....	85 25
11—Paid bill C E Dyke.....	115 00
14—Paid C D Willard, Attorney for Francis Vose, estate..	157,267 01
Estate Vose, assignee J H Paine, in full.....	903 00
".....	41 30
W S Jordan, cancelling entry No 10,506.....	249 84
20—Paid J H Durkee, assignee of John S Sammis.....	8,000 00
21—Paid John A Henderson, Attorney, self on F A & G C Coupons.....	400 00
23—Paid I M Blake, bill surveying.....	30 50
J T Magbee, bill advertisement.....	6 00
Bill C A Bryan, Jr.....	5 00
Feb. 2—Paid H A Corley, Salesman, salary January.....	100 00
Secretary, January.....	33 33
W N Baker, Clerk Treasurer, January.....	50 00
B M Burroughs, Agent, salary January.....	125 00
3—Paid A Doggett, Master.....	75 00
4—Paid C W Jones, Attorney fee Vose case.....	500 00
7—Paid J B Collins, Clerk Salesman, salary January.....	50 00
L N Morgan, cancelling entry 105,99.....	40 06
W G Stewart, P M.....	17 10
9—Paid Fleming & Daniel, Attorneys for W D Ellis.....	542 35
John C L'Engle, self, assignee of Devaux.....	525 00
21—Paid bill Western Union Telegraph Company.....	7 20
Coupons Julia K Devaux.....	641 12
Mch. 1—Paid H A Corley, Salesman, February.....	100 00
Secretary, February.....	33 33
W N Baker, Clerk Treasurer.....	50 00
B M Burroughs, Agent, February.....	125 00
7—Paid Samuel A Swann, self, on Master's certificate.....	2,048 73
11—Paid C B Gwynn, Clerk Salesman, February.....	50 00
H A Corley, bill office expenses.....	7 65
Furney White, cancelling entry 10,600.....	129 17
S A Robinson, cancelling entry 10,361.....	41 75
S L Niblack and Geo P Raney, Attorneys.....	68 00
W G Stewart, P M.....	33 10
B M Burroughs, Agent, expenses January.....	84 75
J B Collins, Clerk Salesman.....	50 00
18—Paid S L Niblack, expenses as attorney.....	13 40
"Florida Union," bill advertisement.....	6 00
H H Buckman, Attorney for W S Hastee.....	264 13
27—Paid C J Shine, clerical work.....	4 00
31—Paid B M Burroughs, Agent, salary March.....	125 00
F T Myers, Clerk Land Office.....	100 00
April 1—Paid W N Baker, Clerk Treasurer, March.....	50 00
7—Paid S L Niblack, Attor Sammis case.....	100 00
8—Paid bill expenses, Niblack and Raney, attorneys.....	28 25
10—Paid W D Barnes, Secretary, salary March.....	33 33

15—Paid C B Gwynn, salary March.....	50 00
J B Collins, salary March.....	50 00
17—Paid bill "Sunland Tribune," advertisement.....	5 00
18—Paid S Conant, Master's certificate No 127.....	1,000 00
21—Paid expenses Geo P Raney, Attorney.....	11 75
C A Bryan, bill services copying.....	280 00
John A Henderson, self, on coupon certificate.....	100 00
250 00	
Apl. 29—Paid Land certificate No 128.....	300 00
Apl. 29—Paid.....	250 00
126.....	100 00
129.....	125 00
F T Myers, salary April.....	50 00
B M Burroughs, salary April.....	22 00
W N Baker, salary April.....	10 50
B M Burroughs, expenses February.....	
Ormond Chaires, clerical work Swann case.....	
May 2—Paid S L Niblack, expenses for examination land in Okeechobee district.....	200 00
5 00	
May 4—Paid Florida Union, bill advertising.....	
May 6—Paid On claim estate Vose proper, amount held in matter of Avery vs. assignee Vose.....	30307 50
Coupons Tallahassee, Fla and P & G R R bonds..	37391 25
400 00	
May 10—Paid S Conant, certificate No. 130.....	400 00
131.....	35 50
May 18—Paid B M Burroughs, expenses March.....	85 08
May 25—Paid S I Wailes, services procuring patents entry No. 10980.....	148 28
10981.....	
May 27—Paid Henderson and Raney on fee in case of Samuel A Swann.....	500 00
125 00	
May 31—Paid B M Burroughs, salary May.....	100 00
F T Myers, clerk, salary May.....	50 00
W N Baker, clerk Treasurer.....	
June 2—Paid C C Pearce, assignee W B Blake, coupons P & G R R.....	310 92
50 00	
June 3—Paid J B Collins, salary April.....	50 00
C B Gwynn, salary April.....	29 20
Bill W Stewart, P M.....	1 20
Western Union Telegraph Co.....	1 50
C A Bryan, Jr., binding, &c.....	76 80
June 17—Paid S I Wailes, entry 11062.....	
June 21—Paid J H McKenny, Clerk U S Supreme Court, copy opinion in Vose case.....	5 10
June 28—Paid G P Raney, expenses to Jacksonville 103 bond case.....	15 50
125 00	
June 30—Paid B M Burroughs, agent, salary June.....	100 00
F T Myers, salary June.....	53 50
Bill expenses B M Burroughs April.....	18 75
May.....	63 37
Bill W G Stewart, P M.....	35 10
J B Collins, salary May.....	50 00
June.....	50 00
Bill W T Webster.....	50
So Express Company.....	50 00
C B Gwynn, salary May.....	50 00
June.....	
S L Niblack, for services examining Okeechobee drainage lands and expenses additional.....	352 66
W N Baker, clerk Treasurer, June.....	50 00
July 1—Paid W D Barnes, salary as Secretary, April, May and June.....	100 00
E J Reed and Jacobus Weirtheim, trustees, &c., coupons Fla R R.....	13987 69

July 3—Paid E Lewis, cancelling entry 10953.....	139 13
John A Henderson, attorney, balance due on coupons maturing prior to March 20, 1869, E Lewis, Tallahassee Railroad.....	57 32
Estate B C Lewis, Fla R R.....	575 78
P & G R R.....	5247 73
E Lewis, P & G R R.....	4280 61
B C Lewis & Sons, P & G R R.....	1824 37
B C Lewis & Sons, P & G R R.....	513 20
A B Hawkins, assignee, F A & G C R R.....	2305 64
W T Webster, P & G R R.....	210 35
W T & F W Webster, P & R R.....	136 16
John A Henderson, assignee, Ketchum & H, F A & G C R R.....	500 85
A B Hawkins, F A & G C R R.....	1148 00
A B Hawkins, assignee McDougall, P & G R R.....	1376 72
".....	447 59
John A Henderson, F A & G C R R.....	193 49
".....	229 59
Estate F H Flagg, P & G R R.....	6534 50
Tallahassee R R.....	3830 76
F A & G C R R.....	137 55
B C Lewis & Sons, Tallahassee R R.....	2934 23
July 4—Paid D S Walker, attorney, balance on coupons maturing prior to March 20, 1869, R D Johnson, P & G R R.....	37 44
S A Smith, P & G R R.....	13 67
C H Smith, P & G R R.....	137 37
Fleming & Daniel, attorneys for G C Brantley, P & G R R.....	51 99
R H Atwater, Fla R R.....	371 61
".....	578 53
J E Hartridge, attorney for Ze Butte, Fla R R.....	200 63
".....	149 63
D P Smith, F A & G C R R.....	1030 14
W B Barnett, self, assignee of E M Cheney, trustee	340 31
H H Buckman, attorney for Julia K Devaux, F A & G C R R.....	1097 83
July 6—Paid LeRoy D Ball, self, P & G.....	35 47
Cockrell & Walker, attorneys for John Townsend, Tallahassee R R.....	255 40
T E Cochran, Tallahassee R R.....	12 95
National Bank of Columbia, F A & G C R R.....	424 64
Archibald S Johnson, F A & G C R R.....	2334 63
E L Trenholm, P & G.....	1005 35
National Bank of Columbia, Fla R R.....	6152 36
T B Coddington, P & G R R.....	15913 31
National Bank of Columbia, Tallahassee R R.....	102 44
".....	3 50
E L Trenholm, assignee Burkblum.....	1110 13
Cockrell & Walker, attorneys, balances on coupons maturing prior to March 20, 1869, continued	2073 99
J Barrett Cohen, executor.....	753 39
E L Trenholm.....	
July 7—Paid James M Baker, attorney for S B O Wilson, F A & G C R R.....	1018 23
D L Yulee, Fla R R.....	600 66
Self, F A & G C R R.....	312 70
D L Yulee, P & G R R.....	506 19
Burbank & Gallagher, F A & G C R R.....	472 89
D A Davis, F A & G C R R.....	599 54
B S Gaither, F A & G C R R.....	593 39
M L Holmes, F A & G C R R.....	415 12
C B McClenny, F A & G C R R.....	1692 04

July 7—Paid S N Upehurch, F A & G C R R.....	345 88
Samuel A Swann, R & G R R.....	215 80
S B O Wilson, F A & G C R R.....	1050 78
Philip Walter, self, assignee T E Shields.....	100 48
J S Driggs, self, assignee A Huling.....	3298 29
D G Ambler, agent of J G Gibbes.....	252 70
July 8—Paid John A Henderson, attorney for S Conant.....	3046 71
July 10—Paid Samuel Pasco, attorney Wm E Turner, P & G R R.....	1035 81
Finlayson & Hines, trustees.....	230 42
".....	370 47
".....	113 04
J J Turnbull, trustee.....	290 79
Geo A Mercer, attorney Geo W Anderson, P & G R R.....	181 54
Branch & Sons, F A & G C R R.....	35 82
Samuel E Swann, self, Fla R R.....	1120 86
".....	3078 76
Talla R R.....	71 64
Fla R R.....	2312 35
F A & G C R R.....	
July 11—Paid Samuel Pasco, attorney, 4 1st mortgage bonds P & G R R, maturing 1892, \$1000 each, Nos. 116, 23, 25, 24.....	4000 00
4 coupons, P & G, due July 1, '82.....	140 00
A F Finlayson, P & G coupons.....	1914 60
A F Finlayson and W J Hines, trustees D A Finlayson, coupons.....	957 30
John Finlayson.....	957 30
John A Henderson, 8 1st mortgage P & G bonds, viz: 1 No. 25, matured '80.....	250 00
2 Nos. 7 and 3, matured '80, \$200 each.....	400 00
3 Nos. 6, 11 and 2, matured '80 \$100 each.....	300 00
2 Nos. 20 and 31, matured '80, \$500 each.....	1000 00
Interest to July 8, '82.....	347 89
1 1st mortgage P & G bond, matured '80, No. 18.....	100 00
4 1st mortgage P & G bonds, matured '80, Nos. 14, 26, 5, 2, \$250 each.....	1000 00
7 1st mortgage P & G bonds, matured '80, Nos. 37, 27, 24, 23, 25, 21, 26, \$500 each.....	3500 00
4 1st mortgage P & G bonds, Nos. 227, 253, 100, 120, \$1000 each.....	4000 00
Interest 2 years 5 months 7 days to July 8, '82.....	1516 70
D S Walker, attorney for G W Taylor, P & G coupons.....	473 75
S A Smith, P & G coupons.....	10403 47
C H Smith, P & G coupons.....	12648 35
R D Johnson, P & G coupons.....	636 66
M R Jesup & Co, P & G coupons.....	12060 33
Wm Grosvenor, P & G coupons.....	2375 45
July 12—Paid H R Jackson, attorney for R M Demere, P & G coupons.....	3435 15
H R Jackson, attorney for R M Demere, Tallahassee R R coupons.....	1053 36
11 1st mortgage P & G bonds, \$1000 each, with coupons attached, January, '70 to July, '82, inclusive, maturing '92, Nos. 16, 115, 98, 112, 109, 97, 111, 110, 100, 99, 49.....	25390 09
36 1st mortgage P & G bonds, \$1000 each, coupons July, '69 to July, '82, inclusive, maturing '92, Nos. 242, 243, 239, 37, 38, 39, 102, 103, 104, 105, 106, 107, 35, 36, 34, 150, 149, 151, 135, 40, 41, 344, 346, 290, 288, 285, 286, 282, 373, 270, 269, 264, 263, 262, 260, 259, 257, 253, 250, 249, 296, 33, 32, 31, 30, 195, 196, 197, 198, 199, 200, 202, 201, 204, 203, 206, 207, 205, 208, 211, 209, 216, 210.....	

July 12—	223, 224, 325, 226, 227, 228, 229, 230, 15, 14, 13, 12, 145, 144, 152, 146, 294, 266, 265, 298, 297, 339, 295	204253 40
	11 bonds, 1st mortgage P & G, \$1000 each, with coupons, July, '70, to July, '82, inclusive, maturing '92, Nos. 330, 329, 328, 327, 326, 325, 324, 323, 322, 96, 331	24668 16
	2 bonds, 1st mortgage, P & G, \$1000 each, with coupons, January, '70, to January, '80, inclusive, maturing '80, and interest to July 8, '82, on face bonds, Nos. 279 and 282	4594 58
	H R Jackson, attorney, 42 first mortgage P & G bonds, \$1,000 each, coupons, July, 1869, to January, 1880, inclusive, maturing 1880, and interest from maturity to July 8, 1882, Nos. 7, 167, 168, 169, 170, 171, 3, 1, 2, 5, 4, 81, 228, 225, 76, 35, 96, 75, 148, 149, 146, 9, 199, 196, 195, 123, 110, 14, 71, 72, 11, 242, 243, 241, 245, 250, 246, 247, 248, 249, 252, 244	99,293 38
	One first mortgage P & G bond, \$1,000, with coupons, January, 1870, to January, 1880, inclusive, maturing 1880, No. 251, interest from maturity to July 8, 1882	2,231 66
	Three first mortgage P & G bonds, \$500 each, maturing 1880, with coupons, July, 1870, to January, 1880, inclusive, Nos. 33, 35, 36, and interest to July 8, 1882	3,347 49
	One first mortgage P & G bond, \$200, maturing 1880, with coupons, July, 1870, to July, 1880, inclusive, No. 5, interest to July 8, 1882	446 33
	One first mortgage P & G bond, 250, No. 1, one first mortgage P & G bond, 100, No. 10, both maturing 1880, with coupons, July, 1870, to January, 1880, inclusive, interest to July 8, 1882	781 08
	Three first mortgage P & G bonds, \$250 each, and one bond \$100, Nos. 4, 15, 27, and No. 14, (\$100 bond) with coupons, July, 1869, to January, 1880, inclusive, all maturing 1880. Interest on \$850 to July 8, 1882	2,009 51
	Drew & Bucki, Tallahassee R R coupons	60 83
	Drew & Bucki, prior March 20, 1869, P & G R R coupons	721 87
	Drew & Bucki, prior March 20, 1869, P & G R R coupons	4,764 42
	Cochran & Co, P & G coupons	369 82
	Subsequent to March 20, 1869, P & G coupons	8,314 13
	Mrs F S Papy, coupons from the 103 bonds	2,500 00
	Seven first mortgage P & G bonds, maturing 1880, Nos. 201, 202, 203, 204, 214, 245, 200, \$1,000 each	7,000 00
	Interest to July 8, 1882	1,234 52
13—Paid J D Perkins, self, 1 No. 22 first mortgage P & G bond, maturing 1892		1,000 00
	One No. 6 first mortgage P & G bond, maturing in 1880	200 00
	One No. 6 first mortgage P & G bond, maturing 1880	250 00
	One No. 19 first mortgage P & G bond, maturing 1880	500 00
	Interest on \$950 to July 8, 1882	167 53
	LeRoy D Ball, self, coupons matured subsequent to March 20, 1869	773 53
14—Paid D S Walker, attorney, 19 first mortgage P & G bonds, \$1,000 each, maturing 1892, Nos. 277, 271, 281, 287, 238, 68, 67, 69, 70, 71, 101, 94, 92, 85, 95, 93, 90, 108, 91		19,000 00

July 14—	Seven first mortgage P & G bonds, \$1,000 each, matured 1880, Nos. 84, 155, 156, 10, 139, 122, 80.	7,000 00
	One first mortgage P & G bond, maturing 1880	560 00
	Six \$250 each, Nos. 10, 20, 19, 3, 7, 21	1,500 00
	Two first mortgage P & G bonds, \$100 each, matured 1880, Nos. 7, 13	200 00
	D S Walker, attorney, 8 first mortgage P & G bonds, maturing 1880, \$200 each, Nos. 19, 18, 16, 17, 10, 9, 2, 8	1,600 00
	Interest on bonds maturing 1892, coupons, 1880	309 90
		1,901 67
15—Paid Fleming & Daniel, attorneys, one first mortgage P & G bond, matured 1880, No. 28		250 00
	Interest on same to July 8, 1882	194 60
	G C Brantley, coupons maturing subsequent to March 20, 1869, P & G	243 28
	Bill Fleming & Daniel's professional services, case of Houstoun	300 00
14—Paid Cockrell and Walker, attorneys, 1 first mortgage P & G bond, No. 104, maturing 1880		1,000 00
	One first mortgage P & G bond, No. 12, maturing 1880	200 00
	One No. 4, maturing 1880	100 00
	Interest and coupons	1,601 14
	Ambler, Marvin & Stockton, 2 first mortgage P & G bonds, \$1,000 each, Nos. 272, 130, maturing 1880	2,000 00
	Coupons and interest to July 8, 1882	2,728 28
	J B Collins, agent, 1 first mortgage P & G bond, No. 4, maturing 1880	200 00
	Interest to July 8, 1882	246 32
19—Paid C H Simonton 9 first mortgage P & G bonds, \$1,000 each, maturing 1892, with coupons, July, 1869, to July, 1882, inclusive, Nos. 130, 131, 311, 332, 333, 334, 335, 336, 337		21,375 36
	Chas H Simonton, attorney, 46 first mortgage P & G bonds, \$1,000 each, maturing 1880, with coupons, January, 1869, to January, 1880, inclusive, and interest to July 8, 1882, Nos. 213, 214, 215, 216, 212, 132, 133, 111, 112, 109, 110, 107, 108, 166, 104, 105, 117, 116, 118, 119, 176, 175, 174, 173, 172, 188, 193, 189, 194, 187, 57, 60, 61, 62, 59, 58, 99, 191, 97, 98, 96, 95, 94, 93, 190, 100	108,750 44
	John A Henderson, attorney, A B Hawkins, P & G coupons, maturing subsequent to March 20, 1869	443 80
		363 32
	A B Hawkins, F A & G coupons	358 16
	P & G coupons	1,718 97
	B C Lewis & Sons, P & G coupons, maturing subsequent to March 20, 1869	1,103 20
	"	5,247 73
	"	10,199 63
	"	345 96
	"	500 00
20—Paid H R Jackson, attorney Mrs J G Falligant, P & G coupons		268 45
	J L Baynard, P & G coupons	398 47
	W Duncan, P & G coupons	423 66
	E A Lawton, Tallahassee R R coupons	32 13
	E Waltsfelder & Co, P & G coupons	268 03
	Geo Nicol, P & G coupons	53 42
	T J McNish & Co, P & G coupons	213 17

July 20—Paid Valentine Grist, P & G coupons.....	58 41
E A Lawton, P & G coupons.....	37 35
Geo Robertson, P & G coupons.....	268 03
H R Jackson, Tallahassee coupons.....	47 65
Moses A Cohen, F A & G C coupons.....	641 13
W H Wagner, Florida R R coupons.....	2,871 93
H R Jackson, attorney Sallie B Tebault, P & G coupons.....	1,384 78
Hopkins, Dwight & Co. P & G coupons.....	265 67
J A Hundicut, P & G coupons.....	371 08
J M Guerard, P & G coupons.....	161 18
J F Waring, P & G coupons.....	106 15
W B Sturdevant, P & G coupons.....	170 00
L F Nicol, P & G coupons.....	349 46
Wallace Cummings, P & G coupons.....	66 28
Mrs General Anderson, P & G coupons.....	221 87
Seton Grantland, P & G coupons.....	1,071 48
E C Anderson, P & G coupons.....	807 39
21—Paid John A Henderson 3 P & G coupons, January, 1868, \$70.53 each.....	211 59
Three P & G coupons July, 1868, \$69.30 each.....	207 90
January, 1869, \$68.08 each.....	204 24
Samuel A Swann, self, P & G coupons.....	199 33
S L Niblack, fee in matter Sammis Durkee, coupons.....	250 00
25—Paid John A Henderson, attorney R J Mays, P & G coupons, maturing subsequent to March 20, 1869.....	2,003 67
27—Paid C H Simonton, attorney—	
18 P & G coupons and interest.....	1,247 40
68	4,754 04
27	1,871 09
18	1,247 40
84	6,284 22
Aug. 1—Paid F T Myers, salary July.....	100 00
B M Burroughs, salary July.....	125 00
S I Wallis, services selecting land entry 11,2087..	228 05
2—Paid bill Phillip Walter.....	16 75
3—Paid D S Walker, attorney for C H Smith, P & G coupons in full.....	688 84
4—Paid H Amy & Co. 4 first mortgage P & G bonds, maturing 1880, viz: 1 No 271, \$1,000, coupons, July, 1869, to January, 1880, inclusive, with interest to July 8, 1882.....	2,364 14
One No 121, \$1,000, coupons, July, 1869, to January, 1880, inclusive, with interest to July 8, 1882.....	2,364 14
One No 206, \$1,000, with coupons, January, 1872, January, 1880, inclusive, and interest to July 8, 1882.....	2,087 83
One No 12, \$250, coupons, January, 1872, to January, 1880, inclusive, and interest to July 8, 1882.....	509 46
5—Paid W N Baker, salary July.....	50 00
14—Paid W Hinchman, self, 16 first mortgage P & G bonds, \$1,000 each, with coupons, July, 1869, to January, 1880, inclusive, maturing 1880, and interest to July 8, 1882, Nos 118, 208, 209, 94, 97, 111, 113, 114, 115, 116, 117, 201, 205, 207, 1, 218, \$2,364.14 each.....	37,826 24
One first mortgage P & G bond, \$1,000 No 275, coupons, July, 1870, to January, 1880, inclusive, maturing 1880, with interest to July 8, 1882.....	2,231 66
W Hinchman, 1 first mortgage P & G bond, \$1,000, No 284, maturing 1880, with coupons, January, 1870, to January, 1880, inclusive, with interest to July 8, 1882.....	2,297 29

Aug. 14—	One first mortgage P & G bond, \$1,000, No 142, maturing 1880, with coupons, January, 1868, to January, 1880, inclusive, with interest to July 8, 1882.....	2,556 75
	One first mortgage P & G bond, \$1,000, No 132, maturing 1880, with coupons, January, 1870, to January, 1880, inclusive, and interest to July 8, 1882.....	1,778 34
	One first mortgage P & G bond, \$1,000, No 226, maturing 1880, with coupons, July, 1868, to January, 1880, inclusive, and interest to July 8, 1882.....	2,491 88
	Two first mortgage P & G bonds, \$1,000 each, maturing 1880, Nos 112, 119, coupons, January, 1872, to July, 1880, inclusive, and interest to July 8, 1882, \$2,037.83 each.....	4,075 66
	Five first mortgage P & G bonds, \$1,000 each, maturing 1882, coupons, July, 1869, to July, 1882, inclusive, Nos 303, 302, 301, 300, 299, \$2,375.04 each.....	11,875 20
	W Hinchman, self, 5 first mortgage P & G bonds, \$1,000 each, maturing 1882, with coupons, July, 1867, to July, 1882, inclusive, Nos 357, 356, 355, 354, 353, \$2,586.58 each.....	12,932 90
	One first mortgage P & G bond, \$200, maturing 1880, coupons, January, 1870, to January, 1880, inclusive, and interest to July 8, 1882, No 11.....	459 46
	One first mortgage P & G bond, \$500, No 29, maturing 1880, coupons, Jul., 1869, to January, 1880, inclusive, and interest to July 8, 1882.....	1,182 07
	Two first mortgage P & G bonds, \$100 each, maturing 1880, Nos 12, 5, coupons, July, 1863, to January, 1880, inclusive, and interest to July 8, 1882, per M, \$3,073.78.....	618 75
	One first mortgage P & G bond, \$250, maturing 1880, No 29, coupons, January, 1868, to January, 1880, inclusive, and interest to July 8, 1882..	639 19
	One first mortgage P & G bond, \$250, No. 13, maturing 1880, coupons, July, 1869, to January, 1880, inclusive, and interest to July 8, 1882.....	591 04
	One first mortgage P & G bond, \$250, No 11, maturing 1880, with coupons, January, 1872, to January, 1880, inclusive, and interest to July 8, 1882.....	509 46
	One first mortgage P & G bond, \$100, No 1, maturing 1880, coupons, January, 1870, to January, 1880, inclusive, and interest to July 1, 1882.....	229 73
	15—Paid A J Pitts.....	120 00
	24—Paid B C Lewis & Sons, agents John A Henderson, coupons, James H Johnson, maturing subsequent to March 20, 1869, Tallahassee R R. in full.....	847 37
	P & G R R, in full.....	8,888 70
	26—Paid H T Blocker, services in swamp land indemnity investigation.....	280 00
	30—Paid Edward E Ropes to cancel Entries Nos 6176 and 4774.....	120 18
Sept. 2—	Paid Commissioner Lands and Immigration to cancel Entry No 10,927.....	40 00
	4—Paid Emory F Skinner, cancelled entry order of Board August 28, 1882, State having no title to land sold.....	1,588 02
	5—Paid J H Perkins for 4 first mortgage P & G bonds, viz: 2 \$200 each, Nos 14 and 15, 1 \$100, No 9, 1 \$250, No 9, \$750, coupons, January, 1868, to January, 1880, inclusive, maturing 1880, interest to July 8, 1882.....	1,917 31

July 1—	Hamilton Disston at the hands of E J Reed.....	13,937 69
7—	James M Baker overpaid on coupons of Archibald Baker.	18 81
	Hamilton Disston at the hands of Edw J Reed.....	150,000 00
8—	Edward J Reed, President Florida Central and Western R R, as a payment on P & G lien.....	665,000 00
20—	refunded by H R Jackson, attorney, overpaid on duplicate certificates of A Doggett, Master..	579 67
22—	received from Geo P Raney, Attorney-General, being amount refunded by Clerk Supreme Court United States on account of deposit in Vose case.....	400 00
Aug. 1—	of Wayne MacVough, as a payment on P & G R R lien by Florida Central and Western Company as of July 8, 1882...	45,000 00
25—	of T W Roby, Treasurer Florida Central and Western R R, balance as per agreement on P & G R R lien, exclusive of the 103 bond matter now in litigation.	4,102 78
Sept. 7—	of Hamilton Disston at the hands Edw J Reed.....	34,092 06
Oct. 26—	of Hamilton Disston at the hands of Edw J Reed.....	15,000 00
Nov. 15—	of Hamilton Disston at the hands Edw J Reed.....	7,500 00
Dec. 27—	Cash of E. J. Reed. balance on Disston Purchase.....	\$7,500 00
31	Stumpage, 1882.....	6,342 82
	Land sales, 1882.....	74,476 11
	1883.	\$1,912,709 00
Jan. 1—	Balance in Fund.....	\$120,718 31

SINKING FUND FLORIDA ATLANTIC & GULF C. R. R.

	1882.	
Feb. 5—	Bot. 5 F. A & G C first mortgage bonds, \$1,000 each, Nos. 433, 144, 146, 145, 147 at 98c...	\$4,900 64
Sept. 25—	1 F A & G C first mortgage bond, maturing 1892, with coupons, March, 1883, to September, 1892, inclusive.....	1,000 00
Dec. 31—	carried down.....	310 64
		<u>\$6,210 64</u>

	1881.	CR.	
Feb. 2—	Amount received from Walter Gwynn.....		\$299 30
	1882.		
Mch. 6—	Interest on bonds in Fund.....		356 00
Sept. 5—	Received for sale of 19 Fla. sixes, \$1,000 each,		
	\$1.08.....		2,052 00
	26 Fla. sevens, \$100 each, \$1.20.....		3,120 00
	Accrued interest on sevens.....		121 34
	July interest on 19 sixes.....		57 00
	1 six.....		30 00
Dec. 14—	Interest on 5 F A & G C bonds, September coupons.....		175 00
			<u>\$6,210 64</u>
	1883.		
Jany. 1—	Balance in Fund.....		\$310 64

REPORT OF COMMISSIONER OF IMMIGRATION.

OFFICE OF COMMISSIONER OF IMMIGRATION,
TALLAHASSEE, FLA., December 31, 1882. }

To P. W. White, President of Bureau of Immigration:

As required by the statute under which the Bureau of Immigration was organized, the following report of the action and proceedings of the Commissioner since his appointment to office is submitted:

During the administration of Governor Drew the Commissioner of Immigration had but one office which was located at Jacksonville. At the commencement of Governor Bloxham's official term the Bureau adjudged it best there should be an office at Tallahassee also.

With Columbus Drew as Special Agent of the office at Jacksonville, and R. C. Long, Esq., as Secretary in the office at Tallahassee, it has been found possible to give prompt attention and response to the great and extended inquiry pouring in from all the world. The following table exhibits a summary of the reports of the two offices as to letters received and answered and number of pamphlets and newspapers distributed from April 1st, 1881, to January 1st, 1883:

Summary of Business of Bureau of Immigration from April 1st, 1881, to
January 1st, 1883:

Name of Office.	Letters answered		Pamphlets distributed.		Newspapers distributed.		Total.			Now on hand.
	1881	1882	1881	1882	1881	1882	Letters.	Pamphlets.	Newspapers.	
Tallahassee...	900	2731	4000	7113	500	2000	3,631	11,113	2,500	3,900 with maps.
Jacksonville...	1468	2583	5818	6628	350	3483	4,052	13,446	3,843	6,800 without maps
Total for Bureau	2368	5318	9818	13741	850	5483	7,682	23,559	6,343	10,700.

In the summer of 1881 the editors of the *Tradesman*, a paper published in Chattanooga, Tennessee, addressed a

communication to the Hon. W. D. Bloxham, Governor, asking that he would have prepared for them an article on Florida and its resources for inviting immigration, and stating their purpose, if furnished with such article, to publish in their paper and distribute, gratuitously, at and during the Atlanta Exposition thirty thousand copies. The like proposition, they said, was made to all the Southern States, and that the paper on Florida and a similar one on Georgia would be published in the same number of their paper.

The communication was sent to the office of the Commissioner for reply, and with instructions that such an article as they requested should be prepared. Such an article as they requested was prepared and forwarded, covering something more than a page of their paper.

The Commissioner on his several visits to the Exposition found the paper in circulation containing the articles on Florida and Georgia published and distributed according to agreement.

In July of 1881 an Immigration Convention, which had been called to consider the best means for furthering the ends of immigration, met in Jacksonville. One of the objects in the call of the convention was to place before them for advisement how we might best collect from each of the several counties such statistical information upon the subjects of climate, soil, productions, healthfulness, schools, churches, commercial facilities and other matters of interest as would be proper for publication in a pamphlet to be issued from the office of the Commissioner upon Florida and its resources for inviting immigration.

Another object was to have designated competent parties in each county to whom might be referred correspondents with the office of the Commissioner making inquiries for specific information about a particular county, when such designated party living in the county could give the information sought more correctly than the Commissioner.

And still another object was to make such provision as might be found practicable for having the State of Florida properly represented at the Atlanta Exposition.

In that convention a little less than half the counties were represented through their delegates. Resolutions were passed by the Convention calling upon the citizens of each county of the State to form a county association and appoint committees for gathering such information upon the various

subjects as would set forth the county properly before the public as to all the advantages it might have to offer.

It was further resolved that the information thus collected should be embodied in proper form in a paper to be sent to the Commissioner for publication. And further, that the county association should appoint some competent citizen of the county to give such local information as might be inquired for in the correspondence of the Commissioner and referred to them for reply. These resolutions were published in the papers, and some of the counties complied with the call thus made upon them for information, but of that number some were tardy in preparing and sending forward their papers. In other counties application had to be made by the Commissioner to intelligent citizens to prepare such papers. And in counties where no such paper could be procured, such counties had to be set forth in the pamphlet with such statistical and other limited information as the Commissioner could command.

The delay in getting these papers from the counties delayed the publication of the pamphlet until the autumn of the year just passed. The rapidity with which the pamphlet has been put in circulation in answer to inquiries for it, indicates the fact that it meets a public want, and is effective in contributing to the interests of immigration.

The pamphlet furnishes answers to many inquiries addressed to the office; but many more have to be answered by specific replies to correspondents. And these official and specific replies to correspondents by the agent of the Bureau makes this arm of the public service of far more worth than its cost.

The incentives to immigration from this correspondence, from the pamphlets sent out, and from the efforts to promote it on the part of parties having large landed interests in the State, is swelling the tide now flooding towards Florida. In capital, culture, enterprise and moral tone, these immigrants are above the average of those flowing to the great West, and are also, perhaps, above the average of the several communities from which they come. Nor is the influx from any one point of the compass or part of the United States. From the New England States, from the North and the Northwest they come, in quest of a softer and more genial climate; from the Gulf States and West, even as far as California, they come to grow the tropical and semi-tropical fruits.

The very limited appropriation by the State to be expended by the Bureau of Immigration rendered impracticable any agencies in New York or Europe to further the ends of immigration as provided by some of the other States. But, while this has lessened the number of immigrants, it has preserved to us a class for the most part already in sympathy with our government and with our republican institutions.

One of the objects had in view by the Commissioner in preparing the pamphlet issued from his office was to set prominently before the public the need of an Agricultural Bureau for the State of Florida. Much of the soil of the State suited in its locality to the growth of vegetables and tropical and semi-tropical plants, and particularly the peninsular portion, will need a great deal of fertilizing to render it in the highest degree available. Some care, therefore, was taken to show that the State has a large supply of fertilizing material within her borders; but a State Chemist and Geologist is necessary to discover the precise locality of some of them, their relative values, and the proportions of them to be applied, in order to obtain the highest return for the labor expended.

The seasons in which vegetables can be grown, and the prices they command in those seasons, will naturally attract the tillers of the soil to their culture as a leading item; and this will strongly invite to fertilizing, for all along in the past the vegetable garden has received more fertilizing, proportionately, than the farm.

The practical farmer and gardener needs intelligent guidance and should have his pathway enlightened by that careful scientific experience which is enabling the other States to advance with an easier and more rapid step to agricultural success. Georgia has several agricultural colleges in different portions of the State in connection with, and as branches to, her State University.

As by act of Congress of July 2d, 1862, lands were granted to the several States for the establishment of a college of Agriculture and the mechanic arts in each. As the grant was accepted on the part of Florida, the lands sold and the proceeds vested in bonds now at interest to the amount of one hundred and twenty-five thousand six hundred dollars, and college buildings already erected, it is respectfully suggested that the interest upon the bonds and the tuition

fees would supply a philosophical and chemical apparatus upon an economical scale, and pay the salaries of the limited number of professors at first needed. If the Agricultural College buildings are not properly located, or any other consideration renders their use impracticable or undesirable, an agricultural department added to the East and West Florida Seminaries would make them available as agricultural colleges. And the Agricultural College Fund turned in that direction would still be in keeping with the purposes of the donation. A State geologist and chemist put in such connection with these institutions as to give him free access to the apparatus would furnish him with means for such analysis of soils and fertilizers as might be found necessary.

In Georgia the small tax or tariff for the analysis of each cargo of fertilizers put upon the market not only pays all the expense of providing a State Chemist, but is moreover a source of revenue to the State, in 1880, to the sum of over forty thousand dollars. Vendors of these fertilizers are glad to pay for their analysis, for the certificate furnished is a letter of credit to the public which aids in their sale.

We conclude this report with the statement that Florida was represented at the Atlanta Exposition in a manner creditable to the State and promotive of immigration.

A. A. ROBINSON, Commissioner.