

LIST OF INSURANCE COMPANIES Authorized to do Business in Florida ; with Statement of their Condition and Transactions for the Year ending December 31, 1887.

Names of Companies.	Location.	Capital Stock	Capital Stock Paid Up.	Assets.	Liabilities.	Risks in Florida.	Losses in Florida.	Receipts in Florida.
Phoenix Insurance Co.....	Hartford, Conn.....	\$2,000,000	\$2,000,000	\$4,778,469 13	\$1,766,778 76	\$755,985	\$7,118 72	\$14,729 61
Aetna Fire Insurance Co.....	Hartford, Conn.....	4,000,000	4,000,000	9,528,888 97	2,183,340 93	538,106	4,153 83	7,148 91
The Travelers' Insurance Co.....	Hartford, Conn.....	600,000	600,000	9,584,249 31	7,674,827 05	1,017,000	2,258 88	7,681 41
Hartford Fire Insurance Co.....	Hartford, Conn.....	1,250,000	1,250,000	5,268,603 97	2,102,344 16	2,773,470	15,936 56	32,171 11
St. Paul Fire and Marine Insurance Co	St. Paul.....	500,000	500,000	1,541,060 85	681,118 29	306,800	1,146 75	6,078 21
Springfield Fire and Marine Ins. Co.	Springfield, Mass.....	1,250,000	1,250,000	3,099,908 98	1,375,917 86	1,154,490	20,839 30	24,602 51
U. S. Branch Hamburg-Bremen Insurance Co.....	Hamburg, Germany...	300,000	300,000	1,129,603 89	684,202 20	264,641	1,290 25	5,233 71
Lion Fire Insurance Co.....	London, England.....			801,311 94	271,566 83	435,470	4,855 41	4,754 01
Scottish Union and National Fire Insurance Co.....	Edinburgh, Scotland.....			1,421,748 74	348,497 08	529,816	3,503 49	5,689 71
Orient Fire Insurance Co.....	Hartford, Conn.....	1,000,000	1,000,000	1,641,375 76	493,249 90	197,900	390 95	3,228 45
Providence Washington Insurance Co	Providence, R. I.....	400,000	400,000	1,127,603 82	577,937 52	1,697,503	13,554 43	24,433 00
Equitable Accident Insurance Co.....	Cincinnati, Ohio.....	100,000	100,000	426,092 39	321,724 58	1,200,000	198 60	6,600 68
Hibernia Insurance Co.....	New Orleans, La.....	400,000	400,000	517,408 28	115,063 69	789,898	7,038 00	15,487 18
Fidelity and Casualty Insurance Co.	New York.....	250,000	250,000	642,221 32	360,862 76	572,690	1,001 07	3,022 46
Savannah Fire and Marine Ins. Co...	Savannah, Georgia....	200,000	200,000	209,454 99	5,398 01	14,000		337 25
Southern Insurance Co.....	New Orleans, La.....	300,000	300,000	489,684 14	117,595 88	92,275		2,352 55
U. S. Branch Commercial Union Assurance Co.....	London, England.....			2,716,026 02	1,785,670 49	406,720	1,661 93	4,818 52
Phoenix Insurance Co.....	Brooklyn, N. Y.....	1,000,000	1,000,000	5,055,282 06	3,911,595 10	1,689,795	9,037 66	34,010 35
Western Assurance Co.....	Toronto, Canada.....	1,000,000	1,000,000	1,040,770 81	612,190 20	702,638	10,184 94	18,004 45
Continental Insurance Co.....	New York.....	1,000,000	1,000,000	4,875,623 03	2,954,625 42	629,126	6,653 26	12,120 10
Imperial Fire Insurance Co.....	London, England.....			1,583,450 31	624,783 35	529,032	1,519 19	11,393 26
German American Insurance Co.....	New York.....	1,000,000	1,000,000	5,286,248 88	2,174,111 36	353,500	2,005 60	5,712 72
U. S. Branch of North British and Mercantile Insurance Co.....	London & Edinburgh.....			3,347,833 81	1,469,264 53	689,117	7,159 56	13,672 34
U. S. Branch Queen Insurance Co...	Liverpool, England....			2,027,897 20	1,271,080 40	276,680	8,432 11	4,751 66
Niagara Fire Insurance Co.....	New York.....	500,000	500,000	2,237,491 50	1,401,553 31	202,976	1,050 33	4,723 19
Traus Atlantic Fire Insurance Co....	Hamburg, Germany....			500,347 47	153,544 16	223,900	1,194 10	3,074 10
Employers Liability Assurance Corporation.....	London, England.....			233,466 65	9,008 04	296,430	1,256 32	2,472 87
Howard Fire Insurance Co.....	New York.....	400,000	400,000	739,030 30	337,727 44	70,745	3,198 42	995 31
Liverpool and London & Globe Insurance Co.....	Lieverpool, England....			6,793,575 82	3,752,238 10	2,094,260	16,650 15	38,802 46
Sun Mutual Fire Insurance Co.....	New Orleans.....	500,000	500,000	964,176 99	258,357 11	421,075	2,948 75	8,005 20
Manhattan Life Insurance Co.....	New York.....	100,000	100,000	11,433,193 45	9,257,473 57	160,035		10,855 38
Washington Life Insurance Co.....	New York.....	125,000	125,000	8,968,382 70	7,804,311 49	26,000		1,228 98
Mutual Life Insurance Co.....	New York.....			118,446,628 48	104,772,268 03	317,000	3,340 00	36,632 33
Equitable Life Assurance Society.....	New York.....	100,000	100,000	84,378,904 85	66,276,650 00	621,614	21,260 00	65,652 22
New York Life Insurance Co.....	New York.....			83,079,845 85	66,378,001 59	528,430	20,425 62	52,234 45

REPORT  
OF THE  
SECRETARY  
OF THE  
BOARD OF TRUSTEES I. I. FUND,  
FOR THE PERIOD  
BEGINNING JANUARY 1, 1887, AND ENDING  
DECEMBER 31, 1888.

**REPORT OF SECRETARY**  
OF THE  
**BOARD OF TRUSTEES I. I. FUND OF FLORIDA.**

*To His Excellency, Edward A. Perry, 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 the State of Florida, from January 1st, 1887, to December 31st, 1888:

*January 13, 1887.*—The contest between the Florida Southern Railway Company and John A. Henderson to certain lands in Polk county, reserved on the 25th of July, 1885, for the Railroad Company which would first complete its line of road to Charlotte Harbor, came up for consideration, and a written agreement of the matter in contest between the parties was submitted and accepted by the Board, and is as follows:

It is agreed between John A. Henderson and the Florida Southern Railway Company, that the matter in controversy between them as to the lands in Polk county may be disposed of by the Board of Trustees of the Internal Improvement Fund, if they see fit and proper so to order, as follows:

Deeds to be made to the Florida Southern Railway Company, or their order, to the lands contained in the list hereto appended. The remainder of the lands in the list heretofore involved in the controversy between the parties hereto, to be deeded to John A. Henderson or his order.

And the said John A. Henderson and the Florida Southern Railway Company respectfully join in asking the Board to order deeds accordingly.

JANUARY 13, 1887.

FLORIDA SOUTHERN RAILWAY COMPANY,  
By ROBERT W. DAVIS, Its Attorney,  
JOHN A. HENDERSON.

	Sec.	S. and E.		Acres.
		Tp.	R.	
SW qr. of NE qr.....	11	28	25	40
Section.....	19	27	26	640
S hf. of NW qr.....	17	27	26	80
S hf. of SW qr.....	29	27	25	80

NW qr. of NE qr.....	5	28	26	40
W hf. of SW qr.....	9	28	25	80
N hf. of NE qr.....	17	27	25	80
W hf. of NE qr.....	19	27	25	80
SE qr.....	3	27	25	160
NW qr. of NW qr.....	11	27	25	40
All.....	7	28	25	640
SE qr., N hf. of NE qr., E hf. of SW qr.....	5	28	25	320
NW qr.....	5	28	25	160
All.....	31	27	25	640
S hf. of SE qr., NE qr. of SE qr.....	15	27	25	120
SW qr. of SE qr.....	27	27	25	40
W hf. of NE qr., W hf. of SW qr.....	3	27	25	160
SE qr.....	27	27	26	160
SW qr.....	27	27	26	160
NW qr. of NW qr.....	21	27	25	40
SW qr. of NE qr., SW qr. of SE qr.....	23	27	25	80
SE qr. of SE qr.....	15	29	25	40
S hf. of SW qr., and SE qr. of NE qr.....	21	29	25	120
NE qr. of SW qr.....	29	29	25	40
W hf. of SE qr., S hf. of NE qr SW qr.....	27	29	25	320
NE qr. of NE qr., N hf. of NW qr., NE qr. of SE qr.....	27	29	25	160
E hf. of NW qr.....	15	29	25	80
SE qr. of SE qr.....	21	28	26	40
Fractional E hf. of NE qr. of Lot 1.....	17	28	26	40.22
NW qr. of NW qr.....	13	28	25	40
Fractional N hf. of SW qr., and S hf. of NW qr.....	13	28	26	80.22
E hf. of SE qr.....	3	28	26	80
Lot 2 on W hf. of NE qr.....	11	28	26	80.22
SE qr. of SW qr.....	15	28	26	40
E hf. of SW qr.....	9	28	26	80
W hf. of SE qr.....	11	29	26	80.22
W hf. of SW qr., or Lot 5.....	11	29	26	80.22
Fractional SW qr., or Lots 2 and 3.....	29	28	26	40
SW qr. of SW qr.....	7	28	26	40
SW qr.....	27	28	26	160
SE qr. of SW qr.....	35	28	26	40
Fractional SE qr.....	7	29	26	40.2
Lots 1 and 2.....	3	29	26	80.2

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

GENTLEMEN:—It is agreed between myself and Mr. Chandler for the Florida Southern float holders that the following lands in Polk county may be added to the list of lands to be deeded to the Florida Southern Railway Company, as agreed by us and sanctioned by the Board on the 13th inst., namely:

	Sec.	S. and E. Tp.	Rg.
NW qr. of SE qr.....	21	27	26
NE qr. of SW qr.....	21	27	26
E hf. of NW qr.....	11	29	25
S hf. of SE qr.....	25	29	25
W hf. of SW qr.....	3	29	25
W hf. of NW qr.....	9	28	25
W hf. of SW qr.....	11	27	25
NW qr. of NW qr.....			

JOHN A. HENDERSON,  
SUMNER C. CHANDLER.

The following resolution was adopted by the Board:

Whereas, a resolution was passed by this Board July 25, 1885, making reservation of certain lands in Polk county for the first railroad company that should complete its line to Charlotte Harbor; and, whereas, certain of said lands, so reserved, since the completion of the Florida Southern Railway to Charlotte Harbor, have been withheld, pending a contest between the said Florida Southern Railway Company and John A. Henderson as to their respective rights to the same; and, whereas, under an agreement entered into between the said Henderson and the Florida Southern Railway Company, recorded in this day's proceedings, the lands named and designated on the list attached to said written agreement are to be conveyed to the said Florida Southern Railway by this Board, and that the remainder of such lands in contest to be conveyed to the said John A. Henderson.

*Resolved*, That the salesman be instructed to prepare deeds for the Florida Southern Railway Company to the lands designated in the list aforesaid, on account of construction by said railroad company of that portion of its road south of Bartow.

*January 15, 1888.*—Mr. G. B. Sparkman appeared before the Board in behalf of Andrew Harris, contesting with John C. Wells his claim to S. half of N.W. qr. of section 35, tp. 24 S., R. 20 E., entry No. 12718, April 19th, 1884. From proofs submitted it appeared that Andrew Harris was the actual settler upon said land, and that said entry was made upon evidence of that fact. Therefore it is ordered that entry No. 12718, made in name of John C. Wells on April 19th, 1884, be cancelled and that the purchase money, to wit: The sum of eighty and 06-100 (\$80.06) dollars be refunded to him, and that a deed for said S. hf. of N. W. qr., section 35, tp. 24, S., R. 20 E., be issued to Andrew Harris upon payment of said sum of money.

J. J. Johnston, timber agent for Lafayette county, having resigned, Frank Luther was duly appointed timber agent for said county, who is required to give bond in the sum of five hundred dollars, payable to the Board of Trustees of the Internal Improvement Fund, of the State of Florida, for the faithful performance of his duties as said agent.

*February 9, 1887.*—The following petition was presented to the Board, and upon motion the request therein contained was granted and the Commissioner of Lands was directed to make the list accordingly:

*To the Honorable Board of Trustees.*

The Florida Southern Railway Company would respectfully petition your Honorable Board to direct the Commissioner of

Lands to certify to you a list of the lands, with prices obtained for the same, sold by this Board from out of the Alternate section reserve of the Florida Southern Railway Company. Petitioners respectfully show and represent that they desire this certified list in order that they may apply for the funds arising from such sales or such parts of the same as they may determine. Yours respectfully,

ROBERT W. DAVIS,  
Attorney Florida Southern Railway Company.

A letter was received from B. M. Miller, Esq., asking that a day be set for hearing of contest between Clifford and Barrs, and 21st day of February was fixed for the hearing.

*February 16, 1887.*—Mr. R. W. Davis, Attorney of Florida Southern Railway, presented a list of lands sold by the Board from out of the Alternate sections reserved for Florida Southern Railway, as prepared by the salesman in pursuance of the order of the Board of February 9th, comprising 4,951.77 acres and amounting to \$4,973.90, properly certified by the salesman of this Board. It was therefore ordered by the Board that the Treasurer pay to the Florida Southern Railway Company the sum of \$4,973.90, it being the amount due to said Company for land sold out of the reservation of Alternate sections made for aid Company. Mr. Davis also exhibited to the Board the plats of the survey of the St. Augustine and South Beach Railway, which had been properly authenticated and filed in the office of the Secretary of State, and asked for withdrawal by the Board of the even Alternate sections of swamp lands on either side of said road according to usual terms, which request was granted.

*March 25, 1887.*—The Governor laid before the Board the following letter from Hamilton Disston respecting Okeechobee drainage:

OFFICE OF THE  
ATLANTIC AND GULF COAST CANAL AND  
OKEECHOBEE LAND COMPANY,  
305 WALNUT STREET, PHILADELPHIA,  
March 10th, 1887.

*Hon. E. A. Perry, Governor of the State of Florida:*

DEAR SIR—When the report of the Commission appointed to ascertain and report the quantity of land reclaimed by the Okeechobee Company under its contract with the Trustees of the Internal Improvement Fund of Florida, was first brought to the notice of the officers of that Company, the impression was that no immediate action was called for on the part of the Company. They thought that the Legislature would meet in a short time and that they would then have an opportunity to be heard.

Thinking, however, that entire silence might be misconstrued

I have thought best to address you as the Chief Representative of the State of Florida, on the subject.

The report of the Commission presents the Okeechobee Company as the holder of a large body of State land, to which it is not justly entitled.

My reply is that the Okeechobee Company demands no more than justice and would be unwilling to accept or retain one acre of land which they thought had not been fairly earned. In view of the conflict of report of the Commission with those of the engineers appointed by the Trustees of the Internal Improvement Fund, I would suggest as a fair and just method of settling the difference, the appointment of representatives on the part of the State, and the Company, who, with an impartial referee, shall examine in detail all the land in dispute, and if they should report any of these lands unfit for cultivation, the Okeechobee Company shall reconvey to the State such lands to be reserved from sale under the terms of the drainage contract, or will hold them under a satisfactory agreement to apply the proceeds thereof to drainage purposes.

It is but just, however, that in carrying out such a plan of settlement, full effect should be given to the whole of the drainage contract, including the modifications thereof, made subsequently to the original contract, under which several hundred thousand dollars have already been expended in the drainage operations, in addition to all the moneys derived from land sales.

Our people have acted in the utmost good faith under all of their contracts with the authorities of your State. Their drainage operations have been very expensive to the Company having the work in charge, as shown by the outlay of several hundred thousand dollars in excess of all proceeds of sales of lands and by expenditures far beyond the requirements of their contract. All this money has been judiciously applied, and for the Company we are willing for, and invite, the closest scrutiny. Its books are open to the inspection of your Board and will show in connection with the entire action of the Company that there is not, nor ever was any cause for alarm on the part of the State authorities.

For the success of the enterprise and the great benefits to accrue to Florida, and I hope with some profit to myself and friends, I confidently expect that no unnecessary obstacles will be interposed to the progress of the work.

Trusting that the matter may be settled exclusively on its merits to the mutual satisfaction of the parties interested, so that the Company may prosecute the work with increased vigor.

I am very respectfully, yours, etc.,

HAMILTON DISSTON.

After due consideration the following resolution was adopted :

Whereas, the Governor of the State of Florida has submitted to the Board a letter addressed to him by Mr. Hamilton Disston, on behalf of the Atlantic and Gulf Coast Canal and Okeechobee Land Company, dated March 10th 1887, referring to the report of the commission appointed by the Governor under chapter 3639, Laws of Florida, and containing certain suggestions as to settlement of differences as to lands heretofore conveyed by the Trustees of the Internal Improvement Fund to said Company and reported unearned by said commissioner.

*Be it resolved*, That this Board is desirous of doing all that it properly can under the law and consistent with the full performance of the drainage contract between the said Board of Trustees and said company, and securing the benefits intended to be derived therefrom to the State and to the Internal Improvement Fund as well as to said company, to settle the matters in question without litigation and amicably; but this Board is not able to act upon the said letter of Mr. Hamilton Disston, because of the indefiniteness of its suggestion, because of the intimated claim of undefined modifications of said drainage contract, which this Board cannot admit, and because it seems to exclude wholly that which this Board regards as the true test of the right of said company to lands, to-wit: The actual drainage and reclamation of the lands by said company; therefore be it further

*Resolved*, That by virtue of the powers, rights and duties vested in this Board by law, and also in accordance with said chapter 3639 of the Laws of Florida, and the report of said commission appointed thereunder as aforesaid, the Atlantic and Gulf Coast Canal, and Gulf Coast Canal and Okeechobee Land Company is hereby requested to reconvey to the Trustees of the Internal Improvement Fund of the State of Florida all lands heretofore conveyed by such Trustees to said company which lie without the district or locality reported by said commission as drained, as shown by the maps attached by said commission to said report, without prejudice to any claim or right of said Trustees to any lands within said alleged drainage district, or any lands conveyed by such Trustees to any person on account of said company, or any other right or claim of said Trustees at law or in equity in the premises.

*Be it further resolved*, That a copy of these resolutions, together with a copy of said report of said commission, and of the maps thereto attached, be sent to said company.

A letter from H. S. Duval, engineer, asking to be absolved from complying with resolution of the Board of September 22, 1886, was read and filed, and the Secretary was instructed to

correspond with the authorities of the Florida Southern Railway as to the payment of an engineer to ascertain the exact mileage of their road as provided in said resolution.

The bond of Franklin Luther, timber agent for Lafayette county, was presented to the Board, and approved and ordered to be filed.

The report of H. S. Duval, State Engineer, of the inspection of the Florida Midland Railway, was laid before the Board, and as he recommended that said road be not accepted in its present condition, a copy of the report was directed to be forwarded to the authorities of the road.

Also the report of Engineer Duval on the construction of the J. T. & K. W. Railway from Lake Monroe to Tavares, was submitted disapproving of the work, and same action was had thereon.

Upon representation made to the Board of the importance of having a timber agent in the county of Hernando to prevent the destruction of the cedar on the State lands, it was decided to appoint one in that locality, and Mr. James L. Miller having been recommended as a suitable person was selected for the position, and it was ordered that he be required to enter into a bond with two good sureties for \$500.00, payable to the Trustees of the Internal Improvement Fund of Florida, conditioned that he faithfully discharge the duties of such timber agent, and pay over all sums coming into his hands for stumpage as such timber agent, to the State Treasurer.

*April 1, 1887.*—Mr. R. W. Davis, attorney for the Florida Southern Railway Company, appeared before the Board and called attention to the application filed by him on 11th of August, 1886, for recognition of, and lands upon, the 28.49 miles of said company's road north of Punta Gorda, which was graded, cross-tied and bridged, but not ironed, on the 4th day of March, 1886, and asked that he be allowed to file briefs on the question before it was decided, and it was the sense of the Board that he should prepare his brief and submit copies of the same to the attorneys or authorities of the Jacksonville Tampa and Key West Railway, the Pensacola and Atlantic Railroad, the Palatka and Indian River Railway, and the Silver Springs Ocala and Gulf Railway, and that the Board would hear and consider the question within thirty days from the time that copies of the said brief were served upon authorities or attorneys of the roads named.

*April 22, 1887.*—Mr. R. W. Davis, attorney for Palatka and Northwestern Railroad, presented plat of the survey of said road from Palatka to the city of Tallahassee, and applied for a reservation of the odd sections of swamp and overflowed lands along the line of said road.

It was ordered that the odd sections of land granted by act of Congress of September 23, 1850, lying within six miles on either side of the surveyed route of said road, and a sufficiency of the same alternate sections within the twenty mile limit, to make up the deficiency in the six mile limit, be reserved from sale for the benefit of said road on their surveyed line from Palatka to Tallahassee, subject to the right of actual settlers to purchase their improvements at State prices, and subject to the further action of this Board.

A plat of the survey of said road was this day filed in the office of Secretary of State, and the following specifications were submitted to the Board and approved.

SPECIFICATIONS OF CONSTRUCTION PALATKA AND NORTHWESTERN RAILROAD.

1st. The line of road shall be cut of all standing timber for a distance of sixty feet, and cleared of same for a distance of forty feet each side of the centre line.

2d. The grading shall be for a single track except at depots, turn-outs and similar places where it shall be wider if necessary, with a roadbed fourteen feet wide in cuttings, with such ditches as shall be necessary to secure proper drainage, and ten feet wide on embankments at the grade line, with slopes of one and one-half horizontal to one perpendicular, for both cuts and embankments. All embankments and excavations shall be so constructed as to secure proper drainage and the avoidance of standing water near the cross-ties.

3d. All cross-ties shall be delivered on the line of the road, and be of heart pine or cypress, not less than eight feet in length and not less than six inches heart face and six inches in thickness, and shall be well and carefully bedded and laid two feet centre to centre.

4th. At all water-ways sufficient space shall be left for the unobstructed passage of water, and at all points on the line of road where it is practicable and desirable, side ditches shall be cut to carry off the surface water.

5th. In the crossing of all streams, the bridges shall be constructed according to the plans approved by the State Engineer.

6th. The gauge of the road shall be standard.

7th. The rail used shall weigh not less than fifty pounds per lineal yard, and be of the best quality of steel or iron, and well fastened to the cross-ties with the best quality of spikes and plates, using the fish plates and fastenings if the company shall prefer.

8th. The entire equipment shall be first-class, and shall at

all times be sufficient for the prompt transportation of all passengers and freight ordinarily offering.

9th. The grade on no portion of the route shall exceed fifty-three feet per mile, and no single curve adopted exceeding three degrees of curvature except at terminal points, where it may be necessary to adopt a higher degree of curvature.

Hugh A. Corley, attorney for the Florida Orange Canal and Transit Company, made application for withdrawal of lands on the line of the proposed canal, and it appearing that a plat of the survey of the route of said canal connecting the Withlacoochee river with Tsalo-Apopka lakes in Hernando county, had been properly filed, it was ordered that the even-numbered sections for six miles on either side of the surveyed route of said canal, together with the indemnity in same alternate sections for twenty miles on each side be withdrawn from sale for the benefit of said Canal Transit Company, until the further order of the Board, subject to the right of actual settlers to purchase their improvements at State prices.

The report of Engineer Duval, upon the work of construction of the Blue Springs, Orange City and Atlantic Railroad, approving same, was submitted to the Board and spread upon the minutes.

The Secretary laid before the Board a letter from S. Conant, General Manager Florida Southern Railway, in reply to a letter of Secretary of March 28, saying that his company would pay expenses of engineer to be sent by the Board to definitely ascertain the mileage of his entire road.

Mr. Hugh A. Corley appeared before the Board and filed application as attorney for George W. Ladd and James Ladd, of Florida, and George W. Ladd, of Bangor, Maine, for deeds to certain lands described therein, alleging that Daniel Ladd, now deceased, owned at the time of his death the certificates of entry embracing said lands, upon which deeds had never been issued; that said certificates were lost or destroyed, and that the said George W. and James Ladd are the only surviving heirs of the said Daniel Ladd, and praying that deeds be now made to them.

The Board asked that a copy of said Ladd's will be filed with them, and the further consideration of the case was postponed.

The Secretary informed the Board that the bond of James L. Miller, as timber agent for Hernando county, had been properly executed and filed, and it was ordered that he receive certificate of his appointment as such timber agent.

April 29, 1887.—Alfred Bishop Mason, Esq., asked in behalf of the J. T. & K. W. Railway, for an inspection of the River Division of said road from Sanford to Tavares, and the Sec-

retary was instructed to order the State Engineer to make the inspection.

*May 4, 1887.*—It appearing that John W. Bryant did, on the 30th of November, 1881, purchase from the Board of Trustees, the S.E. qr. of N.W. qr., sec. 12, tp. 5 S., R. 17 E., included in entry No. 10550, and that said land had been previously sold to William Hagan on the 24th of November, 1860, entry No. 3512.

It is ordered by the Board that the sum of forty dollars and fifteen cents (\$40.15), be refunded to John W. Bryant, it being amount paid by him for the S.E. qr. of N.W. qr., sec. 12, tp. 5 S., R. 17 E., which said land had been previously, on 24th November, 1860, purchased by William Hagan, and included in entry No. 3512.

*June 3, 1887.*—The Secretary laid before the Board the quit claim deed of Alfred Davis, of Putnam county, to the S.W. qr. of S.W. qr., sec. 30, tp. 10 S., R. 24 E., and it appearing that this land had been sold to him by the Trustees through mistake, it being United States land.

It was ordered by the Board that the sum of \$40.08 be refunded to Alfred Davis, it being the amount paid by him for the S.W. qr. of S.W. qr., sec. 30, tp. 10 S., R. 24 E., entry No. 7823, November 8, 1886, said entry having been made through mistake, the land being United States land, and the sum of 85 cents for recording deed be also refunded.

*June 4, 1887.*—Hon. J. C. Pelot appeared before the Board in behalf of the Jacksonville, Manatee and Gulf Railroad, and made application for the withdrawal of land for said company, and it appearing that a properly certified survey of the route of said road from Lakeland, in Polk county, and Plant City, in Hillsborough county, to Sarra Sota, in Manatee county, had been filed as required by law, it is ordered that the odd sections of land lying within six miles of the said line of proposed road, and sufficient of like sections within twenty miles for indemnity, be reserved from sale for the benefit of said railroad subject to the further order of the Board, and to the rights of actual settlers to purchase their improvements at State prices.

*June 7, 1887.*—R. F. Taylor, Esq., appeared before the Board in behalf of the Silver Springs Ocala and Gulf Railroad Company and presented an application for deeds to lands, at the rate of ten thousand acres per mile for ten miles of said railroad constructed westward from the town of Ocala, in pursuance of the land grant made to said company by the provisions of chapter 3171, Laws of Florida. It was ordered by the Board that Mr. Taylor file with the Board and furnish the authorities

of the Pensacola and Atlantic Railroad, and the Palatka and Indian River Railway, a copy of his brief in support of his said application on or before Tuesday, the 14th inst., and that a hearing be had by the Board on the question presented on Tuesday, 21st inst.

*June 15, 1887.*—The following petition of the Gainesville-Tallahassee and Western Railway Company was read and ordered spread upon the minutes. It was ordered that the reservation be made as requested, upon the conditions usually required.

*To the Hons. F. A. Perry, Governor; C. M. Cooper, Attorney-General; E. S. Crill, Treasurer; W. D. Barnes, Comptroller; C. L. Mitchell, Commissioner of Lands, etc., composing the Board of Trustees of the Internal Improvement Fund, of Florida:*

This the petition of the Gainesville, Tallahassee and Western Railway Company, a corporation created under the laws of the State of Florida, providing generally for the creation of railroads in said State, for the purpose of constructing a railroad in said State, from the city of Gainesville, in Alachua county, through the counties of Alachua, Lafayette, Taylor, Jefferson and Leon, would very respectfully show unto your Honorable Board that it has complied with the provisions of the law in organizing itself into a body corporate.

That it has accepted the provisions of the Internal Improvement acts of the State of Florida, and that it has actually surveyed and located the route of its said railway, and has filed a map of such location and survey in the office of the Secretary of State, and in the office of the Commissioner of Lands and Immigration of said State, from which the exact location of its said route can be seen. Whereupon your petitioner prays that your Honorable Board will set apart and hold in reserve for your petitioner, the odd-numbered sections of land lying within six miles of and on both sides of the located route of your petitioner's said road, that your petitioner will be entitled to under the Internal Improvement acts of the State of Florida. And your petitioner will ever pray, etc.

This June 13, 1887.

N. R. GRUELL,

General Manager G. T. & W. Railway.

Attest: M. FISCH MILLER,

Secretary G. T. & W. Railway.

The reservation applied for was granted.

*June 20, 1887.*—The Secretary laid before the Board the reports of the State Engineer upon the construction of the Florida Midland Railway, between Gotha and Longwood, a distance of 23 39-100 miles, approving the same, and of the St.

Johns and Halifax Railroad to its terminus at Daytona, which was also approved, and the reports were spread upon the minutes.

The Secretary presented to the Board the quit claim deed of Joseph T. Russ to the W. half of S.W. qt. of sec. 24, tp. 5 N., R. 12 W.; and it appearing that the said Russ had purchased said land from the Trustees by mistake, the same being United States land.

It was ordered that the sum of eighty dollars be refunded to Joseph T. Russ, it being the amount paid by him to the Trustees of the I. I. Fund in entry No. 3340, for the W. half of S.W. qt. of sec. 24, tp. 5 N., R. 12 W., which said land was not the property of the State, but of the United States.

The report of Col. John Bradford, engineer, appointed to inspect that portion of the F. R. & N. R. R., recently completed, from Withlacoochee Station to Plant City, a distance of 39 miles, approving same, was presented and spread upon the minutes.

Application was made to have the reservation for the Gainesville Tallahassee and Western Railway, which was ordered on 15th, amended so as to include indemnity lands in the twenty mile limit, and the Board passed the following order in lieu of the one adopted on the 15th:

The Gainesville, Tallahassee and Western Railway Company having filed a map of the location of its road from Gainesville to Tallahassee, it is ordered that the odd sections of land not already reserved from sale, lying within six miles on each side of the said proposed route and a sufficiency of like numbered sections within twenty miles thereof, to make up the deficiency within the six-mile limit be reserved from sale for the benefit of said railroad company, subject to the further order of this Board, and subject also to the right of actual settlers to purchase their improvements at State prices.

June 28, 1887.—Mr. I. L. Harris appeared before the Board in behalf of the Florida Midland Railway Company, and made application for the even sections of land within twenty miles of its constructed line of road; and it appearing that 23 39-100 miles of said road had been constructed and accepted, it was ordered by the Board that the salesman prepare deeds for the Florida Midland Railway Company to the even numbered sections of land granted by act of Congress of September 28, 1850, which lie within the six-mile limit of said line of road constructed and accepted between Gotha and Longwood, and a sufficiency of like numbered sections within twenty miles of said road, to make up the deficiency within the six-mile limit, said lands to include lands heretofore reserved for the Jacksonville, Tampa and Key West Railway Co., which do not lie within six miles of

the actually constructed line of road, but not such lands as any railroad may have previously earned by reason of construction in accordance with the Internal Improvement act of January 6, 1885, and the act of March 12, 1879, chapter 3166, Laws of Florida.

June 30, 1887.—R. W. Davis, Esq., appeared before the Board in behalf of the Blue Springs Orange City and Atlantic Railroad, and applied for deeds for the alternate sections of land along its line of road; and it appearing that the road had been inspected and accepted from Blue Springs to New Smyrna, on the Halifax river, a distance of 28 1-3 miles, it was ordered by the Board that the salesman prepare deeds for the Blue Springs Orange City and Atlantic Railroad Company, to the alternate sections of land reserved for it and to which they are entitled by law, within six miles on each side of the constructed line of said road as constructed from Blue Springs to New Smyrna, Volusia county, a distance of 28 1-3 miles, and enough of the alternate sections to which they are entitled by law within the twenty mile limit, to make up the deficiency in the six-mile limit.

The Governor laid before the Board the application of the Silver Springs Ocala and Gulf Railroad, to have an engineer sent to inspect their road constructed from the point last inspected to Dunelon, the point of its present completion; and on motion Col. John Bradford was requested to make the inspection as asked for.

The Secretary laid before the Board the report of Engineer Duval on the construction of the Jacksonville Tampa and Key West Railroad, from Sanford to Tavares, in which he recommended the acceptance of the road on condition that the right of way from which all falling timber must be cleared be changed by the Board from sixty (60) to forty (40) feet from centre of track; that with the exception of the clearing of the timber within that limit, the road was properly constructed.

The Board directed the Secretary to inform the authorities of the road that the width of right of way and clearing could not be changed, and that the timber must be cut away for sixty feet before the road could be accepted.

July 5, 1887.—Mr. Hugh A. Corley presented the following application in behalf of the St. Johns and Halifax River Railroad Company.

TALLAHASSEE, FLA., July 5, 1887.

To the Honorable Board of Trustees of the I. I. Fund of the State of Florida:

GENTLEMEN:—The St. Johns and Halifax Railroad having been completed from the St. Johns river to the Halifax river at Daytona, and having been inspected by the State Engineer

and the construction approved, I respectfully request that your Board will grant to the company the remaining lands to which said company is entitled by reason of the construction of said road from the initial point on the St. Johns river to the point where the line of location reaches Tomoko river, being the terminus according to the plat filed by the company.

Yours, respectfully,

HUGH A. CORLEY,

Agent for the St. Johns and Halifax Railroad Company.

The Board thereupon passed the following resolution :

Whereas, the St. Johns and Halifax Railroad Company has furnished satisfactory proof of the construction of its line of road from the St. Johns river to the Tomoko river, being its entire line according to the plat of the survey thereof, filed with the Trustees, and that said construction was made as prescribed in the specifications of construction agreed upon between this Board and said company, the length of said road 48½ miles, of which 18 miles have heretofore been approved ;

Ordered, that the salesman of this Board prepare deeds to be executed by the Trustees of the Internal Improvement Fund for the odd numbered sections of swamp land lying within six miles of each side of said road to which said company is entitled under the laws of the State granting land in aid of the construction of railroads, and also for the odd numbered sections of swamp land lying within twenty miles of said road to which the said company is entitled as indemnity for deficiencies existing within six miles, as provided by the laws of the State.

July 7, 1887.—R. W. Davis, Esq., attorney for the Florida Southern Railway, being present, asked that deeds be made to the said railway company for the alternate sections of land within six miles of the line of its road south of Bartow ; and it appearing that the road had been inspected and accepted to Punta Gorda, on Charlotte Harbor, it was ordered that the odd sections of land within six miles of the constructed line of the Florida Southern Railway, on which the alternate sections have not been already deeded, be now deeded to said railroad company, and that the salesman be instructed to prepare deeds for the same.

August 18, 1887.—The following resolutions were offered by Attorney-General Cooper, and adopted :

RESOLUTION concerning application for land by the Silver Springs Ocala and Gulf Railroad Company.

Whereas, it was provided by section 6 of an act to grant cer-

tain lands to the Silver Springs Ocala and Gulf Railroad Company, approved March 12, 1879, that no rights shall vest under this act unless the construction of said railroad shall commence as provided above, within two years, and be continued and carried on with reasonable progress, and no benefits shall be claimed for or on account of any part of the road constructed after seven years from the passage of this act ; and,

Whereas, by an act to amend section 6 of an act entitled an act to grant certain lands to the Silver Springs Ocala and Gulf Railroad Company, approved February 16, 1885, said section 6 of said first mentioned act was repealed, and the following substitute provided instead thereof, to-wit: "That no rights shall vest under such act to which this is an amendment, and no benefits shall be claimed for or on account of any part of said road constructed after December, A. D. 1888;" and said railroad company having applied to the Board for lands under said acts on the portion of its road specified in said application, being the first ten miles west of Ocala ; and,

Whereas, it does not appear to the satisfaction of this Board that the construction of said railroad commenced within two years, and was continued and carried on with reasonable progress ; nor that said portion of said road was constructed within seven years from the passage of said act of March 12, 1879 ;

Resolved, That all rights of said Silver Springs Ocala and Gulf Railroad Company to lands under said acts upon any portion of its road, (other than the six miles between Silver Springs and Ocala, alleged to have been constructed by it, as to which there is no decision, as it is not covered by the application) date from the 16th day of February, 1885, and are subject to the prior satisfaction of all older grants which have not expired by limitation of time or been forfeited.

RESOLUTION concerning Atlantic and Gulf Coast Canal and Okeechobee Drainage Company.

Be it resolved, That in accordance with chapter 3788 of the Laws of Florida, the Atlantic and Gulf Coast Canal and Okeechobee Land Company be, and is hereby, requested to reconvey to the Trustees of the Internal Improvement Fund of Florida, all lands heretofore conveyed to said company by such Trustees and reported unearned, under the contract between said company and such Trustees, by reason of not being drained and reclaimed in accordance therewith, by the commission appointed by the Governor to investigate the same in accordance with chapter 3639 of the Laws of Florida, of which

said company has heretofore had specific notice, or that said company do, at once, make such arrangements with said Trustees as will secure and protect the interest of the State and said Fund in the premises, as well as the prompt and vigorous prosecution of the work of drainage and reclamation; and said company is requested if it has any proposition to make to that end to submit the same to this Board without delay, and the Secretary of the Board is instructed to transmit at once a copy hereof to said company.

*August 24, 1887.*—The following order was passed:

That the salesman be instructed to sell hereafter to actual settlers on the lands reserved for the Florida Coast Line Canal and Transportation Company not more than eighty (80) acres to one settler, and that deeds for the same shall not be issued until such settlers shall have resided on the land and made it a permanent home for the period of one year, to be proven according to prescribed rules.

*September 7, 1887.*—Mr. T. E. Wilson appeared before the Board in behalf of the Orange Belt Railroad, and presented a map of the survey of their line of road from Sanford to Point Pinellas, also presented specifications of construction which, after amendment, were approved.

PLAN OF CONSTRUCTION of the Orange Belt Railway from St. Johns river, in Orange county, Florida, to the Gulf of Mexico, at or near Point Pinellas, in Hillsborough county, Florida:

First. The line of road for sixty feet from the centre shall be cleared of all standing timber.

Second. The grading shall be for a single track, except at depot, turnout and similar places, where it shall be wider, if required by the engineer, with a road-bed *fourteen* feet wide in cuttings with ditches of such width and depth as to insure perfect drainage, and *nine* feet wide on embankments at the grade line, with slopes of one and a half to one. In all excavations and embankments a perfect drainage secured and no standing water will be allowed to come within *three* feet of the lower side of the cross-ties.

Third. The cross-ties shall be of heart yellow pine, cypress or other durable wood, to be approved by the engineer, and shall be *six* feet long, *eight* inches on the face and *six* inches in thickness, well and carefully bedded and laid within two feet from centre to centre.

Fourth. On all water ways sufficient space shall be left for the unobstructed passage of water.

Fifth. In the crossing of all streams good and substantial bridges shall be constructed according to plans approved by

the engineer that may be designated by the Trustees of the Internal Improvement Fund, and over all streams that are navigated draws shall be put in to admit the passage of all boats or vessels usually navigating the same, the plan of said draws to be approved by an engineer appointed by said Trustees.

Sixth. The gauge of the road shall be three feet.

Seventh. The rail shall be of steel and shall not be less than *twenty-five* pounds to the lineal yard, and be of the best quality, secured to the ties with suitable spikes and plates.

Eighth. The entire equipment shall be of the first-class, and shall at all times be sufficient for the prompt transportation of all the passengers and freight ordinarily offering.

Ninth. No grade shall exceed sixty feet to the mile, and no curve shall exceed four degrees of curvature unless approved by an examining engineer appointed by the Trustees of the Internal Improvement Fund.

Respectfully submitted for approval to the Board of Trustees of the Internal Improvement Fund of the State of Florida.

A. M. TAYLOR,

President Orange Belt Railway Company.

He also filed application for alternate odd sections of land within six and twenty miles of said road to be reserved from sale; whereupon it is ordered that the reservation prayed for be made subject to the further order of the Board and provided that so far as such reservation would cover lands heretofore reserved for the Florida Southern Railway Company from Brooksville to Tampa that, such land continue reserved for the company which shall first build a railroad from Brooksville or its vicinity to Tampa Bay.

Major Conant, General Manager Florida Southern Railroad, appeared before the Board and asked that final action be not taken on the resolution for ten days, which was granted.

*September 24, 1887.*—The following protest was presented by E. W. Davis, attorney for the Florida Southern Railway, against the adoption of resolution submitted on September 7th, accompanied with the request that said lands be deeded to the Florida Southern Railway:

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

The Florida Southern Railway Company would most earnestly protest against any action of your Honorable Board in deeding the lands lying between Brooksville, in Hernando county, and the waters of Tampa Bay (heretofore held in reserve for the Florida Southern Railway Company) to the Or-

ange Belt Railroad Company or any other company than the Florida Southern Railway Company.

Your objectors feel that they have already fairly earned these lands by actual construction, and that they ought not now to be granted to other corporations, and thereby throw a cloud over the title which the Florida Southern Railway Company has already obtained in them under their land grants by such actual construction. The Florida Southern Railway Company would respectfully petition your Honorable Board that said lands be now deeded to them.

And your petitioner will ever pray, &c.

ROBT. W. DAVIS,

Attorney for Florida Southern Railway Company.

September 13, 1887.

On motion, the request was denied and the resolution submitted on September for reservation of lands was adopted by the Board.

The following application and protest of E. C. F. Sanchez, attorney for Santa Fe Canal Company received and ordered spread upon the minutes:

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

The Santa Fe Canal Company, a corporation organized under the act of 1874, would respectfully show unto your honorable body that said company has cut, constructed and operated a canal from the town of Waldo into the Santa Fe lake, and thence to the town of Melrose, a distance of ten and one-half miles, that said canal has been in actual operation for several years, that said company has had ever since the completion of said canal, and still has a steamer running on said canal for the transportation of passengers and freight, that under the provisions of the Internal Improvement Act said company is entitled to 36,000 acres of land, that there are no lands subject to selection within the six-mile limit, and only about 11,300 acres within the twenty-mile limit, as is shown by the annexed list of lands, and certificate of the Commissioner of Lands and Immigration, and as shown by said certificate the same are reserved for the Green Cove Springs and Melrose Railway Company.

The Santa Fe Canal Company protests against the reservation and the conveyance of these lands to the Green Cove Springs Railway Company, and respectfully petitions this Honorable Board to withdraw said reservation and to convey to the said Santa Fe Canal Company the land so reserved in the odd sections within the twenty-mile limit.

The lands are in odd sections in twenty-mile limit of Santa

Fe Canal and in the reserve of Green Cove Springs and Melrose Railroad, and certified by the Commissioner of Lands to be vacant.

October 10th, 1887.—The following report of State Engineer was received and ordered spread upon the minutes:

TALLAHASSEE, October 10, 1887.

*To the Honorable, the Board of Trustees of the Internal Improvement Fund:*

GENTLEMEN—I have the honor to report that in addition to the thirty-nine miles of the railroad of the Florida Railway and Navigation Company between the Withlacoochee station and Plant City, reported on as inspected by me to your honorable board on the third day of June, 1887, I went over that portion also of said company's line of road which is between the point on section 7, in township 22 south, of range 22 east, which was not reported on by me, under the impression that the same had been certified by Capt. H. S. Duval. The distance between said last two points is 2.5325, which I now beg to report as having been examined by me and found to be constructed in full compliance with the terms of the Internal Improvement act of January 6th, 1856, and the acts amendatory thereof. And I now certify that the entire length of the road of the said Florida Railway and Navigation Company lying between Waldo and Plant City, as based upon the report of the inspections of H. S. Duval, the State Engineer, who made a portion of said examinations, and of my own, and on certificate of J. W. Bushnell, Esq., the Chief Engineer of said company, made to me and dated with these presents and herewith submitted, is as follows:

	miles. feet.
From Waldo to Ocala, - - - - -	45 0.970
Ocala to Wildwood, - - - - -	25 4.966
Wildwood to Sec. 7, Tp. 22 S., R. 22 E., - - - - -	20 . . . .
Sec. 7, &c., to Withlacoochee, - - - - -	2 2.811
Withlacoochee to Plant City, - - - - -	39 . . . .
	<hr/>
Making a total of miles, - - - - -	132.65

Most respectfully your obedient servant,

JOHN BRADFORD,

Acting State Engineer.

October 10, 1887.

I find that the distance between Waldo and Ocala, as actually constructed, is 45 miles and 970 feet, instead of 40 miles, as appears by the report of my predecessor, H. S. Duval, and he evidently intended to report only upon two full sections of

twenty miles each, south of Waldo, between Waldo and Ocala.

Most respectfully,  
JOHN BRADFORD,  
Acting State Engineer.

JACKSONVILLE, FLA.,  
EXTENSION OF F. R. & N. Co's ROAD SOUTH. }

*Colonel John Bradford.*

DEAR SIR—I am just in receipt of a letter from the Receiver, in which he states that the certificates on file in Washington show our line from Waldo to Plant City but 129.98 miles, while it is 132.65 miles, the discrepancy being caused by the last inspection by Captain Duval, being made only 20 miles south of Wildwood to sec. 7, tp. 24 S., R. 22 E., which point is 2.5325 miles north of Withlacoochee, where your inspection began. The following is a table of distances, as chained after construction :

	miles.	feet.
Waldo to Ocala, - - - - -	45	0.970
Ocala to Wildwood, - - - - -	25	4.966
Wildwood to sec. 7, tp. 24 S., R. 22 E., - - - - -	20	....
Sec. 7, tp. 24 S., R. 22 E., to Withlacoochee, where your report began, - - - - -	2	2.811
Withlacoochee to Plant City, - - - - -	39	....
	132.65	

Please make certificate to cover shortage, and oblige,

J. W. BUSHNELL,  
Chief Engineer.

January 28, 1888.—The Secretary laid before the Board a communication from Hon. J. G. Speer, President of the Apopka Canal Company, asking action of Board on the report of Engineer Bradford, made on October 3d, 1887, which is as follows :

TALLAHASSEE, FLA., Oct. 3d, 1887.

*To the Honorable Board of Trustees Internal Improvement Fund.*

GENTLEMEN—Pursuant to your instructions, I have examined the work of the Apopka Canal Company, and find that they have completed a canal from Lake Apopka to Lake Dora (or, as the southern portion of Dora is called in that neighborhood, Lake Beauclare,) a distance of about eight (8) miles, the width being generally from twenty-seven (27) to thirty (30) feet, and depth six (6) to ten (10) feet, with several places widened to double that amount for boats to pass each other.

The water is five and a half ( $5\frac{1}{2}$ ) to six (6) feet deep, except in one place for a short distance through a clay or marl cut, at which place I found the least width to be twenty-two and a half ( $22\frac{1}{2}$ ) feet at the surface of the water, and three and a half ( $3\frac{1}{2}$ ) feet deep in the centre.

The marsh lands along the canal are generally about three (3) to four (4) feet above the surface of the water of the canal, and are now dry enough for cultivation, some being now prepared for a fall crop of vegetables.

From Lake Dora to Lake Eustis, the company has completed a canal of the required width and depth, being about one mile long. This work was done several years ago and there are two or three small bars caused by sunken logs which need removing.

It is believed that the work of drainage has been done in accordance with the contract of the company with the Board of Trustees Internal Improvement Fund, but there has yet been no test, the past year having been comparatively dry.

I would respectfully recommend that further time be taken in which to test the permanency of the reclamation, and that the company be allowed to sell such of the lands embraced in their contract, as may be improved or placed under cultivation.

The following resolution was adopted :

*Resolved,* That the Secretary inform the Hon. J. G. Speer, President of the Apopka Canal Company, that the report of the State Engineer on the inspection of the canal of said company is not sufficient to justify a conveyance of lands to the company by the trustees.

The company may have a further inspection if desired, also that the Board desire to consider further whether the canal as constructed complies with the contract of said company.

February 17, 1888.—Dr. John Westcott, President of the Florida Coast Line Canal and Transportation Company, appeared before the board and representing that the sale of lands within the reservation of said company to persons applying therefor under the previous resolutions of the Board, allowing persons to enter such lands for purposes of actual settlement, is being taken advantage of by persons who are not making bona fide settlements and improvements, and cultivating the lands, and is a serious obstacle to the company's making a contract for the prosecution of its work, it was

*Resolved,* 1st., That no further entry of lands reserved for said company be allowed, and no further sales thereof be made

without the consent of said company for the space of sixty days from the date hereof.

2d, That if on or before the expiration of said sixty days said company shall have made a contract with responsible parties, or other arrangements satisfactory to this Board for the prosecution of the work with reasonable diligence and progress, this Board will extend the time of the reservation, specified in the 1st resolution above, for the space of six months, at the expiration of which time, if there has been a reasonable amount of work done, and the work is being prosecuted with reasonable diligence and progress, the Board will extend the time of such reservation, so long as said work continues with reasonable diligence and progress.

*February 20, 1888.*—Hugh A. Corley, Esq., appeared before the board in behalf of Geo. W. and James Ladd, as heirs of Daniel Ladd, and renewed the application made on 22d April, 1887, for deeds to certain lands in twenty-one (21) certificates of entry numbered from 302 to 305, inclusive, dated September 26th 1853, and from 419 to 427 inclusive and from 453 to 459 inclusive, and number 462, dated October 8th 1853 and issued by the Register of Public Lands of the State of Florida, and a certified copy of the will of the late Daniel Ladd having been furnished and filed with the Board, showing that Geo. W. Ladd and Jas. Ladd were his only heirs, and the affidavit of Hugh A. Corley and Marcellus A. Williams having been presented and filed with copies of the aforesaid certificates of entry attached, to show that Daniel Ladd at the time of his death was the proper owner of said certificates, and it appearing to the trustees that the original certificates had been lost or destroyed, and that no deed had ever been issued upon them, it was ordered that the salesman prepare deeds for the land described in said certificates numbered and dated as herein before set forth to the said George W. and Jas. Ladd.

The report of John Bradford, Engineer, upon the inspection of 28.65 miles of the River Division of the J. T. & K. W. Railway, extending from Sanford to Tavares, approving same, was laid before the Board, and ordered to be spread upon the minutes.

Col. John Bradford advised the Board that he could not certify to the mileage of the Florida Southern Railway, because of a discrepancy in the reports of Engineers Couper and Reynolds in regard to the same, and the Secretary was instructed to write to the General Manager of the Florida Southern advising him of that fact, and inquiring if he is willing to incur the expense of an actual measurement of the road.

A letter of A. B. Mason, attorney for the J. T. & K. W.

Railway, protesting in behalf of said road against the deeding of any lands to Apopka Canal Company, without a hearing from said railway company, was presented and read and ordered to be filed.

*March 9, 1888.*—Governor George F. Drew appeared before Board in behalf of the Branford Lumber Company, and applied to purchase, at \$1.50 per acre, the following described I. L. lands, which he was permitted to do, to-wit:

	Sec.	Tp.	R.	Acres.
All.....	1	6	14	
N hf and NE qr of SW qr.....	3	6	14	
All.....	2	6	14	
E hf of NE qr.....	4	6	14	
N hf of NE qr, SE qr of NE qr, and NW qr of SE qr.....	11	6	14	
NW qr and S hf.....	12	6	14	
N hf of SE qr and SW qr.....	5	6	15	
N hf SE qr, and N hf of SW qr.....	7	6	15	
W hf of NW qr, W hf of SW qr, and N hf of SE qr.....	8	6	15	3401.34
At \$1.50 per acre.....				\$5,102.01
Entry No. 13747.....				

*March 26, 1888.*—Col. W. D. Chipley, Vice-President of the Pensacola and Atlantic Railroad, appeared before the Board and applied for deeds to the swamp and overflowed lands not appropriated, west of the Apalachicola and Suwannee rivers, which were due to said railroad under its land grant, by reason of construction. The Board directed the salesman to make deeds to the lands west of the Apalachicola, but it appearing that there were reservations of alternate sections of land for certain railroads between the Apalachicola and Suwannee rivers, the Secretary was instructed to notify the Florida Midland and Georgia Railroad Company, the Palatka and Northwestern Railroad Company, and the Gainesville, Tallahassee and Western Railroad Company, that they must report the work done on the construction of their road, and show cause why their reservations should not be cancelled by 10th prox.

R. F. Taylor, Esq., counsel, and Mr. Thomas C. Hoge, President, Silver Springs Ocala and Gulf Railroad Company, came before the Board and represented that the status of their road, in respect to its land grant, had not been specifically defined by the Trustees, and they desire to know the views of the Board as to whether it was recognized as a land grant railroad and as to its priority in relation to other land grant railroads. Whereupon the Board passed the following resolution:

Whereas, by an act of the Legislature of Florida, entitled an act to grant certain lands to the Silver Springs Ocala and Gulf Railroad Company, approved March 12, 1879, a certain

land grant as therein specified was made to said company for the purposes and upon the conditions therein specified; and

Whereas, by an act approved February 16, 1885, entitled an act to amend section 6 of an act entitled an act to grant certain lands to the Silver Springs Ocala and Gulf Railroad Company, said section 6 was repealed and the following substitute provided instead thereof, to-wit: "That no rights shall vest under said act to which this is an amendment, and no benefits shall be claimed for or on account of any part of said road constructed after December, A. D. 1888;" and said company having applied to this Board for recognition of its status as a land grant company of the State of Florida,

*Resolved*, That this Board does hereby recognize said company as having a land grant upon the conditions and for the purposes of said acts, and subject to the prior satisfaction of all grants having legal priority over the same.

*March* 30, 1888.—Mr. Thomas C. Hoge, President Silver Springs, Ocala and Gulf Railroad, made an application for lands under the grant by the Legislature of 10,000 acres of land per mile of constructed railroad, and filed a formal petition therefor, and it being shown that the company had constructed 33 miles of road, which had been accepted, the salesman was directed to prepare deeds for land for said company, on account of construction, not exceeding 30,000 acres.

*April* 2, 1888.—Mr. John C. Candler, President, and Major S. Conant, General Manger Florida Southern Railway, appeared before the Board and filed petition for balance of lands due it on account of construction, as follows:

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

Your petitioners, the Florida Southern Railway Company, respectfully petitions and prays that you will now deed to it all lands due to it for construction, (including its spur to Micanopy and Citra, and the balance of main line from Arcadia to Punta Gorda,) as by its special grant of March 4th, 1879, the said Florida Southern Railway Company is entitled to receive.

Your petitioner further requests and prays that if there be not enough patented lands now on hand to satisfy the claim of petitioner, that then, and in that event, your Honorable Board will order that quit claim deeds be made to petitioner to those lands heretofore selected, but not yet patented by the United States, sufficient in quantity to make up any deficiency now due the Florida Southern Railroad Company. Which was duly considered and the petitioners advised that the Trustees do not

feel authorized under the laws to deed lands for the 28 miles of road ironed after the 4th of March, 1886, nor for the branches to Micanopy and to Citra, and the matter was postponed until to-morrow, the 3d, to hear arguments upon the same.

*April* 3, 1888.—The matter under consideration in regard to the land grant of the Florida Southern Railway Company, and the application for lands for constructed road, was taken up, and,

The Honorable John Candler, President, and Major S. Conant, General Manager, of the Florida Southern Railway, appeared before the Board and asked that the balance of land due on the grant of 10,000 acres per mile, on account of road constructed by the Florida Southern Railway Company on the mileage allowed by the Board of Trustees, be deeded to the company;

Therefore it was resolved by this Board that they will issue certificates for the amount of lands so due to said road out of the lands selected as swamp lands nearest their line of road, the estimated amount of lands still due on account of such construction and mileage, as allowed, being two hundred and eighteen thousand six hundred and seventy-nine 44-100 acres, that is to say, on account of the mileage of said company for all of its road, except that between Gainesville and Lake City and between Pemberton's Ferry and Bartow.

*April* 5, 1888.—John C. Cooper, Esq., filed a petition of Eleanor M. and T. C. S. Crosby, setting forth that the said Eleanor is the riparian owner and occupant of a certain lot of marsh land lying to the east of the highland of the Avice and Veil Grant in township 7, S., R. 29 and 30, E., and adjoining the St. Sebastian river, and praying that she be allowed to purchase the same from the Trustees at schedule prices. Whereupon the Board passed the following resolution:

*Resolved*, That upon considering the petition of Eleanor M. Crosby and T. C. S. Crosby to purchase from this Board certain marsh lands west of the St. Sebastian river, in township 7, S., R. 30, E., that it is the decision of this Board that there is no unsurveyed swamp and overflowed lands in the meaning of the act of Congress of 28th day of September, A. D. 1850, which would come within section 18, township 7, S., R. 30, E., between said Sebastian river and the Avice and Veil Grant, in St. Johns county, Florida, and consequently that the Trustees of the Internal Improvement Fund of Florida have no title to or claim upon the said marsh land claimed by Eleanor M. Crosby, application for a conveyance of which has been made by her to this Board.

The salesman called the attention of the Board to the fact that patents had been received from the United States Land Office for a number of lands selected and approved as swamp land, and ask for instructions as to the disposition of the same, and the following resolution was adopted:

*Resolved*, That when patents for swamp lands are received from the United States Government, the salesman is instructed to enter them at once upon the maps in the State Land Office, and to issue deeds to such railroads as are entitled to any of said lands lying within the six miles of said road, and upon which there is no settler's claim.

*April 13, 1888.*—The report of the inspection of the Orange Belt Railway by John Bradford, Engineer, was received, in which the line of road was approved from Monroe Station to Tarpon Springs. On motion, it was ordered that the same be accepted. The President of the road made application by letter for deeds to the lands which they would be entitled to by reason of said constructed and accepted road; whereupon, it was

*Resolved*, That the President of said road be instructed to have the engineers of said road prepare and file with this Board a certified plat of their line of road as actually constructed, showing the sections through which the line has been built. It was ordered, further, that upon filing said plat, that the alternate sections of land within the six mile limit, and the indemnity within twenty miles of said road from Monroe Station to Tarpon Springs, be deeded, saving the rights of actual settlers.

*April 26, 1888.*—Dr. John Westcott and P. W. White, appearing before the Board on behalf of the Florida Coast Line Canal and Transportation Company, applied to have rescinded the second of the resolutions of the Board of March 9th, 1886, which resolution refers to a proposed examination then contemplated as to the extent of the reservation for said canal, the following resolutions were adopted by the Board:

Whereas, The second resolution of this Board of March 9th, 1886, was adopted with a view to making an examination as to the amount of the reservation to be continued for said canal company, and

Whereas, Such examination in advance of the doing of the work and application for lands was abandoned as impracticable, and the reservation before made for said canal company was continued, and the Board not having undertaken to define the terms "construction" or "mileage," used in said resolution,

*Resolved*, That said second resolution of March 9th, 1886, is not considered as a determination of the rights of said company as to lands it may claim under the statutes, and to prevent any misunderstanding, said resolution is hereby formally rescinded, and the questions which may arise as to the rights of said company to lands will be decided without prejudice from said resolution where they arise upon the doing of the work and application for lands.

2d. The reservations heretofore made for said canal company are continued until the further order of the Board.

The Board also adopted the following:

*Resolved*, That operation of the resolution of the Board adopted on 17th February, suspending entries by settlers in the reservation of the Florida Coast Line Canal and Transportation Company, be continued until the further order of the Board.

*May 2, 1888.*—Major N. R. Gruelle appeared before the Board in behalf of the Gainesville, Tallahassee and Western Railway Company, and in response to a notice previously given, to show cause why the reservation, heretofore made of the alternate sections of land for said railroad, should not be cancelled.

Upon the information given of the progress of the work, and assurances of a continued effort to have the work of construction proceeded with, the Board decided to continue the reservation for six months from the date hereof.

The secretary read also letter from S. C. Chandler, Attorney for the Palatka and Northwestern Railway Company, and Charles B. Myer, Attorney for the Florida Midland and Georgia Railroad Company, in response to like notice, and asking that the reservation for their roads, respectively, be not cancelled. Extension for ninety (90) days was given for the P. & N. W. Ry. Co., as requested by Mr. Chandler, and further action in regard to the Florida Midland and Georgia postponed.

*June 11, 1888.*—A communication having been received from Mr. Hamilton Disston, representing the importance of a railway in the development of the country adjacent to the Kissimmee and Caloosahatchie river valleys, and that with the aid which this Board can render, a company will be incorporated at once, by himself and associates, and the actual work of construction be begun at a very early date, and that the railroad, commencing at Kissimmee, will be built southerly with a view to its ultimate extension to the Gulf, about 150 miles, and further representing that the Atlantic and Gulf Coast Canal and Okeechobee Land Company is willing to assist and encourage the

proposed railway, and to that end propose to release to this Board all the lands deeded or reserved to said company that may be found lying within the alternate section six mile limit of such railway, when surveyed, to which the railway company would be entitled, under the general act of Florida, granting alternate sections of land within six miles of the line in aid of railroads, on condition that said lands so released shall be by this Board reserved to such railway under the said general act, and upon certain other proposed conditions.

*Resolved*, That this Board of Trustees will hold such lands, if so released or conveyed to them by said Okeechobee company, in reserve for said railway for such time as may be necessary, not exceeding five years, and will convey such of them as may be earned by the construction of such railway within that time, under said general act to said railway company, and that any part of said lands that shall not be deeded to said railway company within such five years, of the lands heretofore conveyed to said Okeechobee company by the Trustees of the Internal Improvement Fund of Florida, shall be reconveyed by said Trustees to said Okeechobee company; and any part of said lands now held in reserve for the said Okeechobee company, and which shall not be conveyed to said railway company within said five years, shall be held by said Trustees under their drainage contract with said company and subject to the provisions thereof as may be in accordance with, and in fulfillment of said drainage contract, and that as any of the said lands heretofore conveyed to said Okeechobee company shall be conveyed to said railway company by said Trustees, they, the said Trustees, shall convey to said Okeechobee company, in lieu thereof, an equal quantity of other lands in the drainage district, which lands when so conveyed to said Okeechobee company shall be considered as having the same legal status in all respects as the lands proposed to be reconveyed by said Okeechobee company to said Trustees now have, and this resolution and all proceedings thereunder, or in accordance therewith, shall be, without prejudice, to the claims of said Trustees to recover from said Okeechobee company, any and all lands conveyed to it under the drainage contract and not in fact earned thereunder, including such substituted lands which may be conveyed to it under this resolution, but no such claim of said Trustees shall be understood to attach to the lands which shall be conveyed to such railway company. And said Okeechobee company, for the lands now held in reserve for it under the drainage contract, which shall be so rendered by it and be by said Trustees so conveyed to the said railway company, and which shall be drained and reclaimed by the Okeechobee company under its drainage contract, shall be entitled

to receive an equal amount of other lands within the drainage district.

June 20, 1888.—Mr. John Reardon appeared before the Board and presented a petition in behalf of E. W. Agnew and others, and asked that such action be taken by the Trustees for the relief of the petitioners, in the matters set forth in said petition, as in their judgment they have the power to do. The petition was ordered to be filed, and the following resolution was adopted:

Whereas, the petition of Enoch W. Agnew, Francis E. Harris and Susan G. Eichelberger, the wife of Adam L. Eichelberger, all of Ocala, Florida, and the exhibits and affidavits attached show that on the 15th day of January, 1882, Benjamin E. Dupont, of Marion county, Florida, entered from the United States by private cash entry No. 1197, the E. ht. of S.E. qr., or Lot No. 2 of section 20 in township 15 S., R. 22 E., in said State of Florida; that said entry was cancelled October 19, 1854, by the United States upon the fact that said piece of land had been selected March 20, 1850, by the State of Florida, under act of September 4, 1841; that subsequently, to-wit, October 25, 1859, said Dupont purchased and received a conveyance of said land from the Trustees of the Internal Improvement Fund of the State of Florida, and the land had been occupied and cultivated ever since by him and his grantees, and that petitioners are now so occupying said land under title derived from said Dupont. And it appearing that the selection of said land by the State as aforesaid was rejected by the United States on the 20th day of April, A. D. 1859, on a mistake of fact, in that it was erroneously supposed and stated as the ground of such rejection that said land was included in the Spanish grant to one Francis P. Sanchez; and it not appearing that said Trustees of Internal Improvement Fund of Florida had any notice of such rejection when they made such conveyance to said Dupont, and the State of Florida having been then and being now entitled to said land under the act aforesaid; and it appearing that one J. A. Pittman did, on June 11, 1888, make a homestead entry on said land at Gainesville, Florida, in the Land Office of the United States, in derogation of the rights of the State and its grantees.

*Resolved*, That the United States, through the proper authorities be, and is hereby, requested to cancel said homestead entry and approve said selection of the State of said land under said act, and perfect the title of the State hereto, said State not having received its full complement of lands under said act.

The report of Col. John Bradford, engineer, on the construc-

tion of the Port Tampa extension of the South Florida Railroad, from Tampa to Port Tampa, a distance of 9 miles and 28 feet, approving the same, was laid before the Board.

A communication from Mr. Alfred Bishop Mason, Vice-President of the J. T. & K. W. Railway Company, enclosing a map of the constructed lines of the River Division of said road, from Sanford to Tavares, and asking for alternate sections of land along said route, was laid before the Board, and action on the application for lands postponed.

*June 28, 1888.*—F. T. Myers, Esq., appeared before the Board in behalf of the South Florida Railroad Company, and asked for deeds to lands to alternate sections along its recently constructed line from Tampa to Port Tampa, a distance of 9 miles and 28 feet.

It was ordered that deeds be made to such lands as are not covered by applications of settlers duly made.

On request of Mr. F. T. Myers, it was ordered that the salesman be instructed to make out a list of the lands lying within the six mile limit of the South Florida Railroad, between Sanford and Kissimmee, which was sold by the Trustees after the reservation was made for said railroad, with the amount of such sales, and that the Treasurer, upon the approval of such list, be authorized to pay the amount over to said railroad company.

*July 11, 1888.*—Mr. Hamilton Disston, President of the A. & G. C. C. and Okeechobee Land Company, met the Trustees to consider matters pertaining to the drainage contract made with the Board of Trustees February 26th, 1881, and after due consultation and consideration, the Trustees, under the power conferred upon them by Chapter 3639, Laws of Florida, came to an agreement with said company as to the proper adjustment of past dealing with the Trustees in regard to drainage under the contract referred to, and as to the mode and conditions upon which further drainage operations are to be conducted.

It was ordered that the agreement be prepared for the action of the Board at its next meeting.

*July 12, 1888.*—The Attorney-General submitted a draft of agreement between the Trustees and the A. & G. C. C. and Okeechobee Land Company, referred to in the minutes of the last meeting, which was read and approved, and a copy directed to be made to be furnished the company for their approval and execution. The Peninsular and Atlantic Railroad Company having made application for the balance of lands due them on account of construction, under their Legislative

Land Grant of 20,000 acres per mile, and requesting that the same be given to them in certificates for unpatented swamp and overflowed lands granted to the State by act of Congress, September 28th, 1835.

The salesman was requested to prepare certificates for said company for the balance of lands due them as requested. Messrs. S. C. Chandler, Fred T. Myers and Hon. P. W. White appeared before the Board and submitted proof in the matter of the contest of Messrs. Zacharias and W. P. Neal to lands in the Florida Southern Reserve, which was claimed by them on an application to enter as settlers, but action was postponed.

*July 31, 1888.*—Colonel J. M. Creamer and Colonel John A. Henderson appeared before the Board in behalf of the Gulf Coast Canal and Okeechobee Land Company and asked that certain changes be made in the draft of the new contract which had been prepared.

After discussion the Attorney-General was directed to prepare the formal contract as agreed upon.

It was resolved by the Board of Trustees that upon the Gulf Coast Canal and Okeechobee Land Company filing their selection of alternate sections of surveyed and unsurveyed lands to the extent of one million two hundred thousand acres, after the execution of and in accordance with the proposed contract between the Trustees and said company, the same will be held in reserve for the purposes as expressed in the said contract.

*August 9, 1888.*—Mr. P. A. Demens, President of the Orange Belt Railway Company, and Thos. E. Wilson, attorney for said company, appeared before the Board and asked that land be deeded them in the 6-mile limit of their road and indemnity within the twenty-mile limit.

Judge Speer, President of the Apopka Canal Company, protested against the conveying of any land in the Apopka Canal limit, and the Board informed Messrs. Demens and Speer that until the report of the engineer, approving the canal and drainage, no action would be taken regarding these lands. Colonel R. F. Taylor, attorney for the Silver Springs, Ocala and Gulf Railroad Company, and Colonel R. W. Davis, attorney for the Florida Southern Railway Company, appeared before the Board and filed protests in the matter. Colonel Hugh A. Corley also appeared and asked for deeds to land for the F. R. & N. Co.

*August 10, 1888.*—It was ordered that the reservation heretofore made for the Wekiva, Blackwater and Central Canal Company be and the same is hereby cancelled.

The report of Colonel John Bradford, Engineer, approving the construction of the Orange Belt Railway, was received and accepted. It was ordered that deeds be made to the Orange Belt Railway Company for the alternate sections of land along the line of road as constructed, and that deeds be made to said company for the indemnity within the 20-mile limit, said indemnity not to come within the 6-mile limit of any other railroad.

August 17, 1888.—The Attorney-General submitted the draft of contract between the Trustees and the Atlantic and Gulf Coast Canal and Okeechobee Land Company, as amended and agreed upon between the parties, and the same was duly executed by the Trustees, and is as follows:

Whereas, the Trustees of the Internal Improvement Fund of Florida were directed by the act of June 2d, 1887, chapter 3788, to make an amicable adjustment, if it could be had, of the differences between the State and Trustees and the Atlantic and Gulf Coast Canal and Okeechobee Land Company, concerning the drainage and reclamation of certain lands heretofore conveyed by such Trustees to said company, and reported by a commission appointed by the Governor, in pursuance of the act of February 16th, 1885, chapter 3639, as not having been drained and reclaimed, and said Trustees having been specially authorized and empowered by said first mentioned act to make any such settlement, arrangement, contract or compromise in the premises as they may deem best to secure and protect the interest of the State and the Fund, as well as the prompt and vigorous prosecution of the work of drainage and reclamation, and said Trustees and said Company being desirous of making such a settlement as will secure those ends, adjust past differences and prevent the same from arising in the future, the said Atlantic and Gulf Coast Canal and Okeechobee Land Company and E. A. Perry, Governor of the State of Florida, W. D. Barnes, Comptroller, E. S. Crill, Treasurer, C. L. Mitchell, Commissioner of Lands and Immigration, and C. M. Cooper, Attorney-General of said State, as Trustees of the Internal Improvement Fund of Florida, for themselves and their successors, in consideration of the premises and the agreements hereinafter specified, as well as the large expenditures in drainage and reclamation heretofore made by said company, have made and entered into the following compromise and contract, which is to take the place of any and all contracts and agreements heretofore made between said Trustees and said company:

I. The drainage reserve of said company shall be reduced so as to secure to said company a total acreage of two million

acres, including lands heretofore conveyed to said company, to be selected by said company in a body, as near as may be of alternate sections, within the reserve heretofore held for said company under its contract with such Trustees, such selection to be filed by said company with said Trustees within ninety days after the formal execution of this contract, and said Trustees shall hold the lands so selected in reserve for said company for the purposes and according to the terms of this contract, said company releases to said Trustees all other lands heretofore held in reserve for it, which other lands are estimated at four million acres, this release to take effect as soon as the selection of lands for the reduced reserve has been filed with the said Trustees by said company as aforesaid.

II. As a compromise and adjustment of the differences between said company and the State and Trustees as to lands heretofore conveyed by the Trustees of the Internal Improvement Fund to said company, or to any person on its account, said company agrees, in consideration of the release of any and all claims of said Trustees on said heretofore conveyed lands, to be executed as hereinafter specified, that said company will expend in drainage and reclamation, with the approval of such Trustees, as hereinafter provided, the sum of one hundred and twenty-five thousand dollars, less the sum of moneys expended by said company in the work of drainage and reclamation since the report of said commission, which expenditure is estimated up to July 1st, 1888, at fifty-five thousand dollars; and said Trustees agree that in consideration of such expenditure, the Trustees of the Internal Improvement Fund will, when such total expenditure is so made, execute such release to said company, not less than forty thousand dollars of such expenditure on this account to be made by said company in the first year of twelve calendar months after the formal execution of this contract, and the total of said sum to be expended within two years after said formal execution hereof. *Provided*, however, that if the said company shall, at any time, give bond with sureties to said Trustees, satisfactory to the said Trustees, conditioned for the expenditure of the remainder of the said sum of one hundred and twenty-five thousand dollars, which shall then remain unexpended in accordance with the terms of this contract, providing for such expenditure, the said Trustees will thereupon execute and deliver the said release to said company. Nothing herein contained is to be construed as an acknowledgement by said company that said lands have not been drained and earned by it, nor, if said company fails to perform this article of this contract, shall said Trustees be deemed to have waived any right or claim they have had heretofore to said lands.

III. Said company further agrees to expend in drainage and reclamation of the lands which shall be selected and reserved for it as aforesaid, with the approval of said Trustees, as hereinafter provided, the sum of two hundred and six thousand, two hundred and sixty-four dollars, which is to be so expended that, with the expenditure provided for in the second article hereof, there shall be an expenditure in the prosecution of the work of not less than forty thousand dollars in each year after the formal execution of this contract, in consideration of which expenditure said Trustees agree to convey to said company, so much of said lands, to be selected and reserved as aforesaid, as shall be earned by said company at the rate of an acre of land for each twenty-five cents of expenditure, but no land to be considered as earned by expenditure except upon the full expenditure of each forty thousand dollars of said two hundred and six thousand, two hundred and sixty four dollars by said company as aforesaid, and upon the expenditure by said company of each such forty thousand dollars, said Trustees will, at the request of said company, convey to said company three-fifths of the lands which would be earned thereby at the rate of twenty-five cents per acre as aforesaid, reserving two-fifths thereof, which shall, at the option of said Trustees, be forfeited by said company to said Trustees, if said company shall fail to make the total expenditure agreed upon, as agreed, or shall otherwise fail to observe and perform this contract, and upon said company observing and performing this contract in full, without breach or forfeiture, and making the full expenditure of two hundred and six thousand, two hundred and sixty four dollars, in addition to the said expenditure, agreed upon in the second article hereof on account of lands heretofore conveyed by the Trustees to said company, which expenditure on account of lands heretofore so conveyed, is to be made before any lands are to be considered as earned on account of the further expenditures provided for by this third article as herein agreed and specified, said Trustees shall and will convey to said company the full amount of land earned by the expenditure of said two hundred and six thousand, two hundred and sixty-four dollars at the rate of twenty-five cents per acre, as aforesaid, to be selected by said company in a body as near as may be, of alternate sections, from the lands then held in reserve for it, which, it is estimated, will, with the lands previously conveyed to said company, make a total of two million acres.

IV. All the expenditures herein provided for shall be made subject to the verification by, and approval, as to the economy and *bona fides* of the expenditures, of an engineer to be appointed by the Trustees of said Fund, and who may at any time and from time to time be removed and another substi-

tuted by them. The compensation of such engineer in the premises shall be fixed by the Trustees of said Fund and be paid, as they shall designate, by said company, from the moneys agreed to be expended by said company in said work of drainage, as aforesaid.

V. The said company is to have the right to throw up embankments, make and construct sluice-ways, dykes and cuts and canals in, on and through all or any part of the lands of said Internal Improvement Fund, and to use any timber, earth, stone or other material of said lands belonging to said Fund, for said purposes of drainage or reclamation.

Executed this first day of August, A. D. eighteen hundred and eighty-eight.

E. A. PERRY, [L.S.]

W. D. BARNES, [L.S.]

Comptroller.

E. S. CRILL, [L.S.]

Treasurer.

C. L. MITCHELL, [L.S.]

Commissioner of Land and Immigration.

C. M. COOPER, [L.S.]

Attorney-General.

Signed, sealed and delivered in presence of

JOHN A. HENDERSON,

L. B. WOMBWELL

Atlantic and Gulf Coast Canal and Okeechobee Land Company.

[SEAL.]

CHARLES H. GROSS,  
President.

Attest: RICHARD SALINGER, Secretary.

August 21, 1888.—The Secretary laid before the Board the report of Engineer Bradford on the mileage of the Florida Southern Railway, and it was referred for more definite information as to some of the branches.

The report of Engineer Bradford on the construction of the Jacksonville, Mayport and Pablo Railway Navigation Company's road was submitted, approving the same, and the road was accepted and deeds ordered to issue for lands reserved upon filing a plat of actual constructed line.

September 5, 1888.—A telegram having been received by the Governor from the Sub-committee of the Senate Committee on Public Lands "concerning fraudulent conveyances of the public lands in the State of Florida," inquiring whether he desired to be heard in the matter, and he not being able to leave the State at present on account of the yellow fever in Jacksonville,

said telegram was submitted to the Board, and it was resolved that the following communication be sent to said committee:

This Board is not aware of any fraudulent conveyances of the public lands in Florida, and if there are any charges made which concern the State of Florida or this Board, as to any such conveyances, no notice of such charges has been given to this Board or to the officers of the State. In December, A. D. 1885, the Governor received a communication from the Secretary of the Interior inclosing a copy of a communication from Hon. W. Call, one of the Senators from Florida, to the Commissioner of Public Lands of the United States, stating that he had reason to believe that a system of fraud was being practiced within the U. S. Land Office at Gainesville in the appropriation of the public lands of the United States to the benefit of speculators and to the detriment of actual settlers, and requesting that there should be no farther approvals by the Department "of selections from the State," until he could obtain an investigation of the subject by Congress. Thereupon the Governor addressed to the Secretary of the Interior and to Senator Call the letters, copies of which are hereto attached offering his zealous co-operation in any investigation, if the suspicions of Senator Call extended to any agent of the State, but he has never been furnished with any specifications in the premises, nor any statement of the connection which might be supposed to exist between frauds in the U. S. Land Office at Gainesville and the approval of swamp lands to the State, or what the one was supposed to have to do with the other. The only knowledge which the Board has of the ground of the present investigation, or of the proceedings had therein, is derived from the printed record of a portion of the proceedings of the committee, containing the testimony of S. R. Edwards and Albert Akers, and a copy of a question addressed by the committee to S. I. Wailes, and by him forwarded to the Governor, which question is as follows: "Are you able to state, and if so, do so in general terms—what disposition has been made by the State of Florida of swamp lands which have been selected since the act of 1857, confirming previous selections and patented to the State, and what the laws and practice at the present time are in regard to the purchase or sale of such State lands; and what swamp lands which have been patented to the State are now owned by the State, and the terms on which they can be purchased." Availing themselves of the courtesy of the committee in offering to hear a statement on behalf of the State in the matter, the Board of Trustees forward a general statement covering such matters as they suppose the committee desire information upon, as well as they can judge in the absence of any definite statement of

what is charged, or what is sought to be accomplished by the investigation.

The swamp lands granted to the State by the act of Congress of September 28, 1850, were by the statute of Florida of January 6, 1855, vested in the Trustees of the Internal Improvement Fund, the Governor, Comptroller, Treasurer, Attorney-General and Commissioner of Lands and Immigration being, *ex-officio*, such Trustees. The trusts to which the lands are devoted by the original act and all amendatory acts are all in the direction of drainage and reclamation of the lands, but may be divided as to the means by which that end is to be accomplished into three, viz: (1) internal improvements by railroads and canals, (2) drainage by works devoted immediately to that purpose, (3) encouragement of actual settlement and cultivation of said lands by allowing pre-emptions not exceeding one section to any one settler. See sections 1, 2, 19, 40, McClellan's Digest Laws of Florida, sections 16, 29 of original act. A number of the railroad companies in the State have special land grants from this fund, varying in quantity, but subject to the general trusts of the act creating said Fund and its amendments; and every railroad or canal company incorporating under the general incorporation acts of the State becomes entitled to receive the alternate sections of land within six miles of its line, and indemnity within twenty miles, as the road or canal is completed in sections of six miles, as provided by chapter 3166, acts of 1879. Prior to the late war a line of railroad was built from Fernandina, on the Atlantic, to Cedar Keys, on the Gulf coast, and a line was built from Jacksonville in the direction of Pensacola as far as Quincy, and a road from Tallahassee to St. Marks, in all about 400 miles of road. The interest on the bonds of these roads was, under the statutes, guaranteed by said fund, including said swamp lands; during and after the war default in payment of such interest was made by the railroads and the said Internal Improvement Fund; in 1871 suit was begun on behalf of bondholders in the United States Circuit Court, in process of which a receiver of these lands was appointed, and they remained subject to the control of that court, although managed by the Trustees with the approval of the court, until relieved by the Disston sale, as hereinafter stated. *Vose vs. Reed et al.*, Trustees, 1 Woods U. S. Cir. Ct. R., 647; *Vose vs. Trustees I. I. Fund of Fla.*, 2 Id., 647. These coupons with interest amounted to considerable more than a million of dollars, and the ordinary sales of the lands did not suffice to keep the debt from increasing, but the fund was being eaten up by compound interest, costs, receiver's allowances and other expenses of litigation, and it was obvious that only by making a sale of a considerable quantity of the lands at one time could the fund

be saved. After endeavoring for several years, both in the United States and in Europe, without success, to make such a sale, the Trustees finally succeeded, in 1881, in selling four million acres of these lands, with the approval of the United States Circuit Court, to Hamilton Disston, of Philadelphia, for one million dollars. By this sale nearly all the debts of the fund were paid, the remaining lands were released, liberal provisions were made for settlers as hereinafter stated, contracts were made for extensive works for drainage and reclamation of such lands, and about fifteen hundred miles of railroads have been since built in the State, all aided from said fund, and the most of them built chiefly on the credit of lands received from said fund, in addition to the roads previously built by the aid of the fund. By these means transportation has been opened through all sections of the State, immigration has been brought in, the settlement of the country greatly facilitated, the value of the remaining State lands and of the United States lands increased, and much drainage and reclamation of these swamp lands accomplished. By these means in large part the assessed property for taxation in the State has increased in valuation from about thirty million dollars in 1881 to about sixty-six million dollars in 1887, and the taxes of the people have been greatly reduced. In addition to facilitating drainage by opening up the country, furnishing transportation and increasing settlement, the specifications of construction of all railroads receiving lands from the fund contain requirements as to ditches, and these hundreds of miles of ditches do accomplish some drainage of such lands. It has been held by the Supreme Court of the United States that the grant of swamp lands was *in presenti*, that no trust attached to the lands, and that title to them derived from the State is not affected by the manner in which the State has performed her obligation as to drainage and reclamation of them. *Mills County vs. R. R. Cos.*, 107 U. S., 557; *Wright vs. Roseberry*, 121 U. S., 488. But the Supreme Court of Florida has decided that the construction of railroads is a legitimate means of drainage and reclamation of these lands. *St. Johns Railway Co. vs. Trustees I. I. Fund*, 16 Fla., 531. A large quantity of the swamp lands have been expended specifically in the drainage of such lands, and the trustees of said fund have from time to time, through the whole course of the management of such fund, made contracts and expended portions of such swamp lands in drainage of such lands, the largest of such contracts being with the Atlantic and Gulf Coast Canal and Okeechobee Land Company, wherein over a million acres of such lands have been expended in drainage, and with which company said Trustees now have a contract for the prosecution

of the work of drainage by the expenditure of over three hundred and thirty thousand dollars.

The policy of the laws of Florida as to actual settlers on these lands has been liberal, and the administration of the Trustees has been and is governed by an earnest and diligent solicitude for the interests of such settlers and to secure to them all the rights, privileges and opportunities possible, and any intimations to the contrary, or that action is required of Congress or otherwise to secure the rights of actual settlers in lands of which these Trustees have control, they repel as gratuitous and without any foundation of fact. Of course this Board is not able to authorize persons now to enter upon or to convey to them lands which have been previously conveyed to some one else; but in all contracts, reservations and conveyances the Board has been careful and diligent in protecting the interests of all actual settlers, whether occupying under color of any right or merely as squatters. Previous to the Disston sale, above mentioned, the most of these lands were unoccupied; but here and there persons had squatted on them, who lived on them without paying anything for them, and without making any effort to acquire title. This may have been in some cases on account of poverty, and in some cases because of ignorance of the method of proceeding to get title, but in some cases it was because of a desire to enjoy the use of the land without paying anything for it in purchase or in taxes. When the sale was made to Disston in 1881 the Trustees entered into an agreement with him that all persons settled on any of the lands bargained or conveyed to him should have the lands on which they were settled at the State prices, the maximum of which was one dollar per acre, and that they should have until January 1, 1883, to pay for such lands. Notice of this was published by the Trustees in the newspapers of the various counties where the lands were situated, and blanks or forms of applications sent to all persons so situated who made application to purchase such lands, and deeds were executed to them free of any cost other than the schedule price as aforesaid. In fact the limitation to January 1, 1883, has never been enforced, but upon a showing of *bona fide* settlement prior to the sale to Mr. Disston, he has always been willing, if the land remained subject to his control, to convey it to the settler and receive other lands from the Trustees instead thereof, and the Trustees have always been willing and anxious to make such arrangements. If any cases of individual hardship have occurred to settlers, they have not arisen from any lack of care or provision by the Board for their protection. There have been contests alleging attempts fraudulently to take advantage of these provisions for the protection of actual settlers by land speculators and persons

having no *bona fide* settlements on the lands, also contests as to who of several was the actual settler on a certain piece of land; and the Board has from time to time sent out agents to investigate and report upon these matters, free of cost to the alleged settlers, and in determining whether or not a person was an actual settler their decisions have been liberal to the settlers. The general rule as to all reservations for railroads made since 1881, since which time nearly all the reservations under which railroads have acquired lands have been made, has been and is that the reservation is made "subject to the rights of actual settlers and subject to the further order of the Board." And the Board has exercised their reserved power liberally and freely in favor of actual settlers in all meritorious cases brought to their attention, and these opportunities of relief are generally known in the localities where the lands are situated, and settlers frequently and freely avail themselves of them. There are no fees, costs or technical requirements in these proceedings, nor is there anything strict or difficult in the proof of settlement required, as will appear by the form of affidavit, and proof in use in such cases, hereto attached and marked "A." Where reservations have been made for railroads or canals and by reason of delay in the work it has appeared to the Board that the settlement of the lands was being impeded, the Board has in several such reservations allowed actual settlers to go into such reservations and purchase homesteads at the schedule price of one dollar per acre, as is shown by the form of application and proof in case of canal lands hereto attached and marked "B."

Under the statutes of the State and the rules of the Board any person can acquire swamp lands, not reserved, by paying one dollar per acre therefor. Any citizen of Florida, who is the head of a family, or is twenty-one years of age, can acquire eighty acres of such land at twenty-five cents per acre, by making affidavit that he desires it for his own actual settlement and cultivation, as shown by the usual form of application in such cases hereto attached and marked "C."

Any person who is an actual settler on such lands can pre-empt and acquire the title to such lands, not exceeding one hundred and sixty acres, in a compact form in legal sub-divisions, by applying for the same and paying one dollar per acre therefor, in three installments, one-third on entry, one-third in two years thereafter, and one-third in three years thereafter, as shown by the forms in use in such cases hereto attached and marked "D."

As to the selections of swamp and overflowed lands we have

only to say that they are selected by agents under the employment of this Board, but the proof of their character is made not to us but to the Secretary of the Interior of the United States, who considers the proofs, causes the lands to be examined by his own agents, and determines whether or not the lands selected are swamp and overflowed. Of the lands so found by him to be swamp and overflowed and patented to the State far the greater portion have been disposed of by the State to individuals, or to corporations for construction of railroads or canals, or for drainage. The lands so conveyed to corporations have been largely pledged for the moneys which have been expended in their works, or sold to individuals, including not only speculators but large numbers of settlers and immigrants. That your committee will lightly recommend any proceedings tending to cast a cloud on the titles to a very large portion of the lands in Florida, we do not believe, especially where they rest upon the faith of the patents of the United States after a determination of the facts by the Head of the Department—who by the act of Congress is vested with the final determination of the character of the lands, so far as the United States is concerned. The patented lands so remaining in this Board have been so examined, passed upon and confirmed, and we have no reason to doubt the correctness of the decisions in the premises of the officers by whom they were so examined and approved, and we affirm their conclusiveness. A large portion of these lands are involved in contracts with drainage and canal companies, and any attack upon the title of the State to them would not only be a serious injury to the State but to those people who have invested and are investing their money in these works upon the faith of the title of this Board to the lands under the patents of the United States. Other large remaining portions of said lands are held by these Trustees to pay liabilities of said fund by sale of such lands, pre-emption and homestead as aforesaid, upon the terms aforesaid, which it will have been perceived are more favorable to settlers than the terms by which titles to United States lands can be acquired. We cannot believe that the idea of an attack upon these titles by Congress will be seriously entertained, but realizing the great injury that would be done to the State and her citizens, as well as to the citizens of many other States who are pecuniarily interested, we have thought it proper to call your attention to these considerations.

As to the facts concerning the character of these lands, as has been said, the proof and reports are filed in the Land Office in Washington and not with us, and we do not desire to make any assertions upon the subject, but it is a fact of common knowledge in this State that large bodies of land are swamp or

overflowed at certain seasons of the year, generally in the summer and fall, and during wet years, which in dry seasons or in dry years are very dry, so as to be periodically too wet for cultivation or habitation and yet sometimes very dry. This Board has had its attention particularly called to these facts in attempting to ascertain whether swamp lands have been drained and reclaimed under contract, and has met with great difficulty therein, men familiar with the country, whose honesty is unquestionable, surveyors and engineers, differing as to whether hundreds of thousands of acres have been drained and reclaimed so as to be fit for cultivation. In the light of these facts, the opinions of a person, rendered with great confidence, upon an acquaintance with Florida, its lands and waters, derived from a sojourn in the State of a few months of one winter and spring, (the usual dry season) attacking and controverting everything that has been done as to millions of acres of land, in the selections by the State's agents, examination by the United States agents, and approval by the Interior Department, would hardly seem to be a basis for action by your committee. A statement is appended showing approximately and generally the disposition of the swamp lands by the State, or such Trustees, and the amount remaining, the title to which is still in this Board of Trustees. No account has been kept of the swamp lands selected prior to the act of 1857, distinct from those selected since, and a separate statement of each would involve considerable time and labor, hence we have not been able to furnish it in the limited time. In conclusion, the Board submits that the selections of the State swamp and overflowed lands have been held without action in the Land Office in Washington for an unreasonable length of time, no patents of any consequence having been issued since the latter part of 1885, on account of this proposed investigation; and your committee having, we presume, become satisfied of the lack of any ground of action by Congress adverse to the State, we trust that your committee will make such a report at an early day as may enable the State to have patented to her within a reasonable time the lands to which she is entitled. If your committee desires any further information in the premises, which it is in the power of this Board to furnish, such information will be cheerfully given.

Approximate Statement concerning Swamp and Overflowed Lands patented to the State of Florida by the United States:

Patents received, acres.....	15,992,251
Disposed of by sales, pre-emptions, homestead, &c.....	6,158,610
Conveyed to railroad companies.....	5,940,010
Conveyed to Florida Coast Line Canal and Transportation Company.....	92,156
Conveyed to Atlantic and Gulf Coast Canal and Okeechobee Land Company on drainage contract.....	1,174,942
Patented lands, title to which remains in the Trustees of the Internal Improvement Fund of Florida.....	2,626,582

September 28, 1888.—The Secretary laid before the Board the application of Hon. Robert W. Davis, attorney for the Florida Southern Railway Company, in behalf of said company, for alternate sections of land formerly reserved for the Tropical Florida Railroad Company, which it was claimed said road was not entitled to, because of change of route, and which lie within six miles of the Florida Southern Railway, between Leesburg and Pemberton's Ferry, and between Pemberton's Ferry and Lakeland. It was ordered to be filed for future consideration.

The Secretary laid before the Board the application of Alfred Bishop Mason, Esq., in behalf of the River Division of the J. P. & K. W. Ry for alternate sections of land along the line of its completed road; which was ordered to be filed for further consideration.

The report of Col. John Bradford, Engineer, upon the construction of ten miles of the Thomasville, Tallahassee and Gulf Railroad, approving the same, was laid before the Board.

October 2, 1888.—A letter from President Hoge, of the Silver Springs, Ocala and Gulf Railroad, was read, requesting and urging that a deed for ten thousand acres of land be given them on account of road constructed, and assuring the Board that they would push their road to completion at as early a day as possible. It was ordered by the Board that in view of the assurances that the road would be pushed to completion as fast as possible, that a deed be issued to the road on account of road constructed, for ten thousand acres.

October 15, 1888.—A letter from Hamilton Disston was read, asking for an extension of time to make the selection of lands under contract, to December 1st, also to change the dates in which annual expenditures are to be made. The Board granted the request, extending the time for filing selections to December 1st, 1888. The Board declined to change the contract as to time of expenditures.

A letter was also presented from J. M. Mayo, a representative of the Gainesville and Tallahassee Railroad, asking for further time in which to begin work, which was granted.

October 20, 1888.—A letter from Mr. J. D. Taylor, of Lake City, was laid before the Board for consideration, asking that a reduction in the price of land he wished to buy be made.

The Secretary was instructed to inform Mr. Taylor that the schedule price of the particular piece of land he wanted was \$3.12½ cents per acre; that this Board would make a reduction of fifty cents per acre, provided he would take all the Internal Improvement land in said township, which are the same terms

and reduction heretofore granted by the Board to other parties.

*November 17, 1888.*—The Secretary laid before the Board the application of Hon. J. G. Speer, President Apopka Canal Company for deeds to the lands claimed to be due to it on account of their drainage contract and for proceeds of 80 acres of the land sold by the Board to Wm. Merritt.

The Board instructed the Secretary to advise Judge Speer that they do not feel authorized under report made by engineer to deed lands to the Apopka Canal Company until further test of the effect of the drainage, and further proof of the construction of the canal in compliance with the contract for navigable purposes are made. And also to request Col. Bradford, the Engineer, to make further report on these points as early as practicable.

*December 8, 1888.*—Two communications were laid before the Board from the Atlantic and Gulf Coast Canal Company in reference to land selected by them under their modified contract with the Board of Trustees, dated August 1st, 1888, asking that a larger amount of land be withdrawn than was stipulated in contract. After discussion, it was resolved by the Board that the Board would not enlarge the area to be reserved by this Board beyond the amount named in the contract.

That in the matter of a reservation referred to in their communication for a railroad, the Secretary was instructed to write that in order to have a reservation made a survey of the route would have to be made and filed with this Board.

*December 14, 1888.*—The Secretary called attention of the Board to renewed application of A. B. Mason, Vice President J. T. & K. W. Railway, for the alternate sections of land within six mile limit on the River Division of said road, from Sanford to Tavares, which had been accepted, and for which even numbered sections had been reserved on 11th August, 1886. It was ordered that the salesman prepare deeds for same according to the map of the actually constructed line.

The Governor laid before the Board amended list of reserved lands furnished by the A. & G. C. C. & O. L. Co., reducing same to 1,200,000 acres, which was filed with the Commissioner of Lands.

Application of Walter S. Graham to cancel entry No. 13578 for E. hf. of S.W. qr. sec. 10, T. 35, R. 40 S. and E., was con-

sidered and granted, and purchase money (\$80.00) ordered to be refunded to him.

*December 22, 1888.*—Col. W. D. Chipley, in behalf of the P. & A. Railroad, appeared before the Board and applied for additional lands to be conveyed to the P. & A. Railroad under its legislative land grant, and action was deferred until amount of lands available for that purpose could be ascertained.

Gov. W. H. Gleason filed a petition to have returned to him certain coupons, or the money therefor, which he claims to have deposited with the Treasurer of the Fund in \_\_\_\_\_, for the purpose of purchasing lands, but which were not all applied to that purpose.

The Board postponed action thereon for further investigation.

Application of the S. S. O. & G. R. R. to have inspected that portion of its completed road from Ocala to Homosassa, which was not previously inspected, was read and the Secretary was instructed to request Col. John Bradford to make the inspection.

Mr. A. B. Mason appeared before the Board in behalf of the P. & I. Ry, and applied for deeds to lands on account of its legislative land grant from Palatka to Enterprise, whereupon the following resolution was adopted :

*Resolved,* That the Palatka and Indian River Railway Company should receive land for its mileage between Palatka and Enterprise, patented and unpatented, in the same ratio as the Pensacola and Atlantic Railroad Company has received, and that the Commissioner of Lands prepare lists of patented land which can, in his opinion, be properly deeded, and unpatented land to be certified under this resolution, and report the same to this Board.

*December 31, 1888.*—Hon. W. H. Gleason appeared with his counsel, the Hon. D. S. Walker, Jr., and renewed the application made on the 22d, to have certain coupons, or the money therefor, refunded, which he claims to have deposited with the Treasurer of the Fund in \_\_\_\_\_

The Board decided that on account of the lengthy investigation the subject required, the amount of work already before the present Board, and the short time before their term as Trustees would close, the matter could not be taken up and acted upon by them.

Col. W. D. Chipley renewed his application made on the 22d for lands to be granted to the P. & A. R. R. under its legislative land grant, and the report of the Commissioner of Lands, showing that the Trustees could safely do so, it was

*Resolved*, That deeds be made to said railroad company for 132,920 and 1-100 acres of patented lands, and certificates for 361,630 and 99-100 acres of unpatented lands.

Respectfully submitted,

W. D. BARNES,

Secretary.

---

REPORT  
OF THE  
**TREASURER**  
OF THE  
**BOARD OF TRUSTEES I. I. FUND,**  
FOR THE PERIOD  
BEGINNING JANUARY 1, 1887, AND ENDING  
DECEMBER 31, 1888.

---

## REPORT OF TREASURER I. I. FUND.

TREASURER'S OFFICE,  
TALLAHASSEE, FLA., Jan. 1, 1889. }

*Hon. E. A. Perry, President of the Board of Trustees of  
the Internal Improvement Fund.*

SIR—I have the honor to transmit my report as Treasurer of the Board of Trustees of the Internal Improvement Fund for the years 1887 and 1888.

Very respectfully,  
E. S. CRILL,  
Treasurer Board of Trustees I. I. Fund.

### BALANCE SHEET.

Cash.....	\$24,837 46		Internal Improvement Fund. \$6,370 64
			Relief of Bonded Counties.. 14,496 08
			Sinking Fund Florida Rail road..... 3,600 10
			Sinking Fund F., A. & G. C. R. R..... 370 64
	\$24,837 46		\$24,837 46

### THE INTERNAL IMPROVEMENT FUND,

*In account with E. S. Crill, Treasurer.*

1887.	CR.	
Jan. 15—Paid D W Gwynn, postage.....		\$48 00
		N M Bowen, printing, for Land Office..... 10 00
Feb. 1— J B Collins, clerk Land Office, January.....		75 00
		C B Gwynn, clerk Land Office, January..... 75 00
5— John Bradford, on acct. Okeechobee Commission..		40 60
		W H Davidson, on acct. Okeechobee Commission.. 297 90
12— Philip Walter, costs in case of F L & M Co vs Trustees.....		6 40
		John Bradford, on acct. Okeechobee Commission.. 440 00
17— Florida Southern Railway for lands sold within six mile limit.....		4,937 90

Mch. 1—	B C Lewis & Sons, coupons.....	175 00
4—	C B Gwynn, clerk Land Office, February.....	75 00
14—	J B Collins, clerk Land Office, February.....	75 00
	B C Lewis & Sons, coupons.....	1,155 00
30—	H S Duval, inspecting fee J T & K W, Sanford to Tavares.....	125 00
	B C Lewis & Sons for H S Duval, inspecting fee Florida Midland Railway.....	125 00
31—	H A L'Eugle, 99 coupons F A & G C R R from bonds 85, 88, 87, 86, 330, 329, 323, 92, 325, 321 and 85....	3,465 00
26—	W M McIntosh, Jr., for Western Union Telegraph.....	2 95
April 1—	D W Gwynn, Postmaster, postage.....	33 72
	C B Gwynn, salary, clerk Land Office, March.....	75 00
2—	J B Collins, salary, clerk Land Office, March.....	75 00
April 20—	J J Daniel, expense Okeechobee Commission.....	34 50
22—	First National Bank of Florida for J M Baker, 45 coupons, F A & C R R, from bonds 91, 434, 233, 233 and 435.....	1,575 00
25—	N M Bowen, printing.....	10 50
29—	D W Gwynn, P M, postage and envelopes.....	71 00
30—	B C Lewis for H S Duval, inspecting B S O City and Atlantic Railroad.....	125 00
May 4—	A B Hagan, attorney for J W Bryant, Cancelled Entry No 10,553.....	40 15
6—	C B Gwynn, clerk Land Office, salary April.....	75 00
17—	J B Collins, clerk Land Office salary April.....	75 00
	J C Wells, cancelled Entry No 12,718.....	80 06
June 7—	C B Gwynn, clerk Land Office, salary May.....	75 00
	J B Collins, clerk Land Office, salary May.....	75 00
	Geo P Fowler, attorney for Alfred Davis, cancelled Entry No 7,823.....	40 93
21—	Bevard Abstract and File Company, Abstract of Title.....	6 75
	T J Shinc, Abstract of Title.....	3 50
	Peter T Knight, Abstract of Title.....	13 50
	Johnson & Stewart, Abstract of Title.....	23 00
	John W Jackson & Co, Abstract of Title.....	15 00
	James T Russ, Cancelled Entry 3,340.....	30 00
July 2—	J B Collins, clerk Land Office, salary June.....	75 00
7—	C B Gwynn, clerk Land Office, salary June.....	75 00
8—	B C Lewis & Sons for H S Duval, inspecting Florida Midland Railroad from Gopher to Long Wood....	125 00
	B C Lewis & Sons for H S Duval, inspecting St Johns & Halifax Railroad.....	125 00
	B C Lewis & Sons for H S Duval, inspecting J T & K W Ry from Sanford to Tavares.....	125 00
July 8—	John Bradford inspecting F R & N Co., Withlacoochee to Plant City.....	\$100 00
Aug. 1—	D W Gwynn, P M, postage.....	40 50
	James M Dancy, map.....	1 50
	C B Gwynn clerk Land Office, salary, July.....	75 00
	Arthur Williams map.....	7 50
5—	N M Brown, printing.....	19 50
17—	J B Collins clerk Land Office, salary, July.....	75 00
Sept 5—	B C Lewis & Sons, 5 Coupons F A & G C R R bonds from 139, 140, 141, 142 and 143.....	175 00
9—	B C Lewis & Sons, 33 Coupons F R R Co from bonds 1075, 1073, 1079, 1081, 1283, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1477, 1247, 1248, 1249, 1275, 1276, 1277, 1476, 1479, 1478, 1480, 1481, 1482, 1483 and 1484, \$35 each.....	1,155 00
19—	J B Collins, clerk in Land Office, salary, August..	75 00
23—	James M Baker 4 Coupons F A & G C R R from bonds 115 and 116 \$35.....	140 00

Sept. 28—	John Bradford inspecting Silver Springs, Ocala & Gulf R R.....	100 00
19—	C B Gwynn clerk in Land Office, salary August....	75 00
Oct 1—	J B Collins, clerk in Land Office, salary September.....	75 00
	C B Gwynn, clerk in Land Office, salary September.....	75 00
Nov. 25—	J B Collins, clerk in Land Office, salary October... ..	75 00
	C B Gwynn, clerk in Land Office, salary October... ..	75 00
Dec. 10—	J B Collins, clerk in Land Office, salary November... ..	75 00
	C B Gwynn, clerk in Land Office, salary November... ..	75 00
15—	C L Mitchell for J W Boyd inspecting land.....	50 00
31—	Balance.....	18,538 07
		<hr/>
		\$35,370 28

1887.		DR.	
Jan. 1—	Balance in Fund .....		\$22,349 97
	Land Sales 1887.....		9,769 77
	Stumpage 1837.....		1,025 54
Feb. 17—	Inspection fee Fla So Ry, Citra Branch.....		125 00
	Inspection fee Fla So Ry, Arcadia to Punta Gorda.....		125 00
Mar. 23—	Inspection fee Fla So Ry, Lake City to Fort White.....		125 00
	Inspection fee Fla So Ry, Lakeland to Bartow.....		125 00
	Inspection fee Fla So Ry, Pemberton Ferry to Lakeland.....		200 00
July 8—	Inspection fee Blue Springs, Orange City and Atlantic Railway.....		250 00
14—	Inspection fee St Johns and Halifax Railway.....		125 00
13—	Florida Midland Railway.....		250 00
Dec. 31—	Half clerk hire of Land Office from School Fund..		900 00
			<hr/>
			\$35,370 28

## THE INTERNAL IMPROVEMENT FUND,

In Account with E. S. Crill, Treasurer.

1888,		CR.	
Jan. 3—	Paid C B Gwynn, clerk in Land Office, salary December, 1887.....		\$75 00
9—	J B Collins, clerk in Land Office, salary December, 1887.....		75 00
30—	D W Gwynn, postage and envelopes.....		71 00
	C M Cooper, expenses to Ocala in case of J T & K W Ry vs Trustees.....		24 80
	W C Hargrove, copy bill exceptions.....		1 00
	Philip Walter, Clerk U S Court, copy of bill Guarantee Trust Company vs F R & N Co.....		13 20
	Philip Walter, copy of bill Bayard Cutting vs F R & N R R.....		4 20
Feb. 3—	J B Collins, clerk in Land Office, January salary... ..		75 00
	C B Gwynn, clerk in Land Office, January salary... ..		75 00
	Dorr & Bowen, printing.....		7 95
Mch. 1—	E G Chesley, township map.....		5 00
	B C Lewis & Sons, 33 coupons F R R Co, \$35 each.....		1,155 00
2—	B C Lewis & Sons, 5 coupons F A & G C R R, \$35 each.....		175 00
	J B Collins, clerk in Land Office, salary February..		75 00
17—	C B Gwynn, clerk in Land Office, salary February... ..		75 00
	John Bradford, inspecting Apopka Canal.....		100 00
	John Bradford, inspecting J T & K W R R, Sanford to Tavares.....		100 00
April 7—	C B Gwynn, clerk in Land Office, salary March.....		75 00
	J B Collins, clerk in Land Office, salary March.....		75 00

May 2--	John Bradford, inspection fee Orange Belt Ry.....	100 00
	J B Collins, clerk Land Office, salary April.....	75 00
3--	D W Gwynn, postage.....	51 50
	Henry Priest, recording deed.....	1 20
	C B Gwynn, clerk Land Office, salary April.....	75 00
June 5--	Dorr & Bowen, printing.....	6 90
	C B Gwynn, clerk Land Office, salary May.....	75 00
	J B Collins, clerk Land Office, salary May.....	75 00
8--	First National Bank of Florida, 32 coupons Fla A & G C Ry Co, \$35.....	1,120 00
	D W Gwynn, postage and envelopes.....	77 36
30--	John Bradford, inspection fee South Florida R R extension.....	100 00
	F T Myers, attorney S F R R, for lands sold within 6 mile limit.....	239 84
July 2--	C B Gwynn, clerk Land Office, salary June.....	75 00
	J B Collins, clerk Land Office, salary June.....	75 00
Aug. 1--	C B Gwynn, clerk Land Office, salary July.....	75 00
	J B Collins, clerk Land Office, salary July.....	75 00
2--	W U Telegraph Co.....	1 50
4--	St Johns and Indian River Canal Company.....	860 62
Sept. 1--	J B Collins, clerk Land Office, salary August.....	75 00
	J B Whitfield, clerical services.....	25 00
	W U Telegraph Co.....	1 00
6--	B C Lewis & Sons, 33 coupons F R R Co, \$35.....	1,155 00
Sept. 11--	B C Lewis & Sons, 5 coupons F, A & G C R R, \$35 each.....	175 00
29--	John Bradford, inspecting Orange Belt Railway.....	100 00
	John Bradford, inspecting Jacksonville, Mayport, Pablo Railway and Navigation Company Railroad.....	100 00
	D W Gwynn, P M, postage.....	10 00
	D W Gwynn, P M, postage.....	7 00
	N M Bowen, printing.....	5 35
Oct. 1--	D W Gwynn, P M, postage.....	68 00
	C B Gwynn, Clerk Land Office, salary September.....	75 00
2--	J B Whitfield, clerical services.....	12 50
4--	J B Collins, Clerk Land Office, salary September.....	75 00
Nov. 8--	C B Gwynn, Clerk Land Office, salary August.....	75 00
	J B Collins, Clerk Land Office, salary August.....	75 00
30--	John Bradford, inspecting T, T & G Ry.....	100 00
Dec. 3--	J B Collins, salary November.....	75 00
	C B Gwynn, salary November.....	7 005
	C L Mitchell, for Walter Graham, cancelled entry No 13,578.....	80 00
22--	Charles Monror, clerical services for Treasurer I I F, 1887.....	600 00
	Charles Monroe, clerical services for Treasurer I I F, 1888.....	600 00
26--	Wm M McIntosh, clerical services for Secretary I I F, 1887.....	400 00
	Wm M McIntosh, clerical services for Secretary I I F, 1888.....	400 00
28--	J B Collins, salary December.....	75 00
	C B Gwynn, salary for December.....	75 00
31--	220 coupons Fla R R bonds Nos 2588, 255, 342, 343, 257, 341, 256, 259, 254 and 260.....	7,700 00
	Interest on same to July 1st, 1888.....	1,774 50
Dec. 31--	Balance.....	6,370 64
		\$25,866 86
1888.	DR.	
Jan. 1--	Balance.....	\$18,538 07
	Land sales 1888.....	1,946 77
	Stampage 1888.....	3,957 02
	Clerk hire from School Fund.....	900 00

Jan. 30--	Inspection fee Orange Belt Railway.....	100 00
Sept.	Inspection fee Orange Belt Railway.....	100 00
	Inspection fee South Florida extension.....	160 00
Dec.	Inspection fee Silver Springs, Ocala and Gulf Railway.....	100 00
	Inspection fee Jacksonville and Atlantic Railway..	125 00
		\$25,866 86

1889.		
Jan. 1--	Balance in Fund.....	\$6,370 64

ACCOUNT FOR RELIEF OF BONDED COUNTIES.

1888.	CR.	
Feb. 1--	Redeemed bonds Nos. 62, 70 and 71, acct. Leon county.....	\$1,500 00
	Interest due.....	90 00
		\$1,590 00
Nov. 30--	Paid N M Bowen advertisement for bonds.....	3 00
Dec. 10--	Redeemed one bond, No. 216, account Madison county.....	\$500 00
	Interest 1 year 11 months.....	76 67
		576 67
31--	Balance in fund.....	14,496 08
		\$16,665 75

DR.

Jan. 1887--	Balance.....	\$1,688 23
	Land sales.....	6,149 29
1888--	Land sales.....	8,828 23
		\$16,665 75

1889.		
Jan. 1--	Balance in fund.....	14,496 08

ACCOUNT FOR RELIEF OF BONDED COUNTIES.

1888.	CR.	
Dec. 10--	Redeemed acct. of Madison county—one bond, No. 216.....	\$500 00
	Interest 1 year 11 months.....	76 67
		\$576 67
Nov. 30--	Paid N M Bowen, printing advertisement..	3 00
Dec. 31--	Balance.....	14,496 08
		\$15,075 75

MEMORANDUM RELIEF OF BONDED COUNTIES.

Apportioned Nov. 30th, 1888, and balance unapportioned.

City of Jacksonville.....	\$743 48
---------------------------	----------

Leon .....	3,220 52
Madison .....	2,565 80
Bradford .....	856 68
Jefferson .....	3,590 48
Suwannee .....	952 28
Baker ..	402 48
Columbia .....	2,018 15
	<u>\$14,349 87</u>
Dec. 31—Amount unapportioned .....	146 21
1889.	
Jan. 1— Balance in fund, as above .....	\$14,496 08

## ST. JOHNS AND INDIAN RIVER CANAL FUND.

1888.		CR.	
Jan. 1—	Redeemed and cancelled bond, No. 1.....	\$500 00	
	Interest to December 18th, 1883.....	148 33	
	Twenty coupons.....	400 00	
	Interest on coupons to December 18, 1883..	272 00	\$1,320 33
1887.		DR.	
Jan. 1—	Balance in fund .....	\$459 71	
	From Internal Improvement Fund.....	860 62	
			<u>\$1,320 33</u>

## APPENDIX.

TALLAHASSEE, FLA., January 9th, 1889.

Received of E. S. Crill, twenty-five thousand, two hundred and seventeen 46-100 dollars belonging to the following funds :

Internal Improvement Funds.....	*\$6,720 64
Relief of Bonded Counties.....	14,496 08
Sinking Fund Florida R. R. bonds.....	3,600 10
Sinking Fund Florida A. & G. C. R. R. bonds.....	400 64
	<u>\$25,217 46</u>

W. M. McINTOSH, JR.,  
Treasurer I. I. Fund of Florida.

\* Embraces the balance of Dec. 31st, 1888, and \$350.00, inspection fees paid by J. T. & K. W. Ry., since January 1st, 1889.

TALLAHASSEE, FLA., January 9th, 1889.

List of bonds in Sinking Fund Florida Railroad:—Forty-nine bonds with fifteen coupons on each, 1082, 699, 725, 724, 723, 722, 721, 720, 716, 717, 718, 719, 1080, 1097, 1096, 1089, 1086, 1085, 1084, 1083, 668, 93, 94, 499, 918, 917, 916, 915, 914, 913, 912, 911, 910, 909, 908, 907, 906, 905, 904, 920, 919, 921, 922, 923, 924, 925, 926, 927, and 928 at \$1000.00 each.....	\$49,000.00
Sixteen with thirteen coupons on each, 342, 343, 260, 259, 255, 254, 257, 256, 341, 258, 456, 455, 1599, 95, 91 and 92, \$1000.....	16,000.00
One with thirteen coupons, No. 623.....	1,000.00
Sixteen without any coupons, Nos. 1055, 1056, 1058, 1057, 1048, 1049, 1150, 1051, 1052, 1053, 1054, 1240, 1235, 1234, 1233 and 1075, \$1000.00 each.....	16,000.00
Eighty two thousand dollars.....	<u>\$82,000.00</u>

Received of E. S. Crill the above described bonds of the Florida Railroad, being the first mortgage bonds, the property of the Sinking Fund of the Florida Railroad.

W. M. McINTOSH, JR.,  
Treasurer Board of Trustees I. I. Fund of Florida.