

CHAPTER IV

PRIVATE ATTEMPTS AT RECLAMATION OF THE EVERGLADES

1. Receivership of the Internal Improvement Fund

In the decade before the Civil War the main concern for internal improvements in Florida was the development of overland transportation, with waterways and harbors assuming a secondary position, and land reclamation purely incidental. The reason for this is found in the fact that the settlement of the state had extended only to a little below Ocala, whereas the largest part of the swamp lands were south of that point. Interest in the Everglades remained latent from 1850 to 1860 and during the war which followed. There were, however, sporadic bursts of publicity about the state's swamp and overflowed lands.

A series of articles had appeared in DeBow's Review during the 1840's and 1850's dealing at length with the Everglades. An unsigned article, "Florida--Its Climate, Soil, Products, Temperature, Health, Etc., Sea Island Cotton, Sugar, Etc.," appearing in 1847 quoted figures to show that Florida was tropical only below the twenty-seventh parallel. The writer cited John Lee Williams' books on Florida to show that the Everglades area was a vast basin filled with marshes.

It can be seen by a glance at the maps that the quantity of cultivable land below the limit of black frost is small indeed. It is said that the Everglades can be drained. It matters not; for if they are, they will be as worthless as before on account of their insalubrity. 1

In 1851, J. P. Baldwin and G. W. Ferguson enumerated the advantages of the Miami area, and declared that the bloody Indian war and massacres explained why that section was so sparsely settled. These writers referred to the Everglades

. . . as that extensive region of swamp land [which] is now the property of the state, it is confidently hoped that measures will soon be taken to redeem from overflow so valuable a portion of tropical territory. . . . 2

An anonymous writer, in 1853, urged Everglades drainage works as part of national waterways improvements to aid in the navigation of Southern coastal waters. By deepening the natural outlets of the Everglades on the Atlantic and Gulf coasts, the writer believed a means of passage across the peninsula of Florida would be provided which would enable small steamers and coasting vessels to avoid the perilous Florida reefs. At the same time, in effecting such an aid to navigation, vast sugar lands would be reclaimed for the

1 DeBow's Review, IV (October, 1847), 247-248.

2 J. P. Baldwin and G. W. Ferguson, "Florida--Inter-communication, Climate, Coasts, Everglades, Productions, Tropical Fruits, Sugar Lands, as compared with Louisiana, Timber, General Advantages, Etc., Etc.," ibid., X (April, 1851), 404-412.

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benefit of the nation.

After the Seminole War, Indian troubles in Florida were negligible, and the small remnant of red men remaining in Florida took to swamp and glade for habitation. In 1851 Governor Thomas Brown requested the Secretary of War to remove the Indians from the Everglades, for

. . . the most interesting and valuable part of our state . . . is cut off from any benefit to the citizens and sealed to the knowledge of the world, to be used as a hunting ground for a few roving savages. 4

Despite the threat of occasional Indian forays gradual settlement took place along the coasts and in the interior of Florida, and was accompanied by military operations of surveying and exploring the southern part of the state. Military posts at Ft. Brooke on Tampa Bay, at Ft. Myers on the Caloosahatchee, at Ft. Lauderdale on the New River, and at Ft. Dallas on the Miami River gave protection to the pioneers who were making their home on this southernmost frontier. The War Department maintained garrison forces at these posts, and at the same time employed the soldiers in surveying operations. In 1854, a detachment of eleven men under Lt. George L. Hartsuff was ordered to survey a part

3 "Florida, Its Position, Resources and Destiny," DeBow's Review, XIV (April, 1853), 312-336.

4 Journal of the Proceedings of the House of Representatives of the General Assembly of Florida, 1851, 27.

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of the swamp regions southeast of Ft. Myers. The Hartsuff command was ambushed and four of its number were killed. This incident renewed actual warfare with the Seminoles. Most of the action was of a desultory nature, resulting in the capture and shipment of a majority of the remaining Seminoles to join their brethren west of the Mississippi River. Opinions differed as to the federal government's policy of attempting to rid south Florida of the red men by offering rewards for the capture of the elusive Seminoles. Prices on captured Indians ran from \$500 for warriors, \$250 for squaws, to \$100 for children. One of the soldiers who took part in the campaign felt that there was

. . . something remarkable about moving the Seminole Indians from the Everglades, as they are not suitable for the white man. The Indians want them and should be allowed to remain. 6

In order to carry the war to the foe, calls for volunteers were made. Andrew P. Canova, a native of Florida, joined the armed forces and was assigned to a boat company which made several Indian hunting expeditions through the Everglades area. On one of these forays the company of boatmen was outfitted with nine metal boats at Ft. Brooke. The boats were hauled by wagon to Ft. Kissimmee where a

5 Francis C. M. Bogges, A Veteran of Four Wars, 43; Andrew P. Canova, Life and Adventure in South Florida, 5; Thomas A. Gonzalez (editor), The Caloosahatchee: Miscellaneous Writing Concerning the History of the Caloosahatchee River and the City of Fort Myers, Florida, 32. Hereinafter cited as The Caloosahatchee.

6 Francis C. M. Bogges, A Veteran of Four Wars, 63.

launching was made, roughly half way from Lake Kissimmee to Lake Okeechobee. The big lake was eighty-five miles south from Ft. Kissimmee which was on the river of the same name. The party set off down the river in the afternoon and covered twenty-five miles before landing at Ft. Bassinger for the night. The party made its supper on black bass caught in the river and papayas and rubber-tree fruit. It reached Lake Okeechobee on the following day, going along the west shore until darkness forced it to make camp on the shore line. On the third day, thirty men and six boats were selected to run down several Indians on one of the small islands in the nearby glades.

The saw grass was much higher than our heads, and the ground was boggy; we had to step from one "tussock" to another to keep above water; and any one failing to gain a foothold, was precipitated up to his waist in the mud. 7

After cautiously stalking the Indians, the party captured six squaws and eight children on the island. The captives were taken to Ft. Centre, situated on Fish Eating Creek, on the west shore of the lake the following day, from where they were transferred by wagon to Ft. Myers. Similar expeditions rounded up a hundred and fifty of the diminishing tribe in three years. Estimates of the number left at large in the state ran as high as one hundred.⁸

7 Andrew P. Canova, Life and Adventure in South Florida, 10.

8 Caroline Mays Brevard, The History of Florida from 1763, II, 38.

Canova described the island on which his party captured the Indians as circular in shape, containing about an acre of ground, and surrounded with a belt of timber which hid the occupants. Within the circle all the timber, with the exception of a few large live oaks and cabbage palms, was cleared away. The ground in the clearing was in a high state of cultivation with corn, beans, and pumpkins growing like wild. The pumpkin vines had climbed the trees, and immense pumpkins hanging from the limbs presented a strange sight to the soldiers.

Economic activity in southwest Florida before the Civil War was limited, in the main, to the cattle industry. During the ante-bellum period many families settled in the Manatee-Caloosahatchee river valleys and devoted their energy to cattle grazing.

Until the rebellion of the slave States, south Florida supplied the Havana market with beef at the rate of one thousand head per month; besides considerable quantities were shipped to the Bahamas, Key West and Tortugas. 10

In the drier months of the year the cattle could be kept on the flats bordering the Everglades, where the lush grass added pounds to the beeves that were shipped to the Cuban

9 A. P. Canova, Life and Adventure in South Florida, 15.

10 L. D. Stickney, "Tropical Florida," Report of the Commissioner of Patents for the Year 1861 on Agriculture, Senate Documents, Executive Documents, Number 39, 37 Congress, 2 Session, 404.

markets from the docks along these two rivers.¹¹ In the years of Reconstruction the older settlers were joined by many immigrants who sought their fortunes in the Florida cattle trade.

The Civil War temporarily ended state plans for internal improvements in the southern end of the state. But with the end of the conflict, the Trustees of the Internal Improvement Fund received many proposals to ditch and drain land in or near the Everglades.¹² On April 6, 1866, William H. Gleason addressed the Board in regard to draining certain portions of the swamp and overflowed lands. The Board approved Gleason's proposition and offered to sell him tracts of 640 acres at \$40 each for every 50,000 cubic feet of ditch or drain excavated.¹³ These tracts were located

South of Township 37 East of Lake Okeechobee, and South and East of the Everglades and also one tier of Townships bordering upon the South side of the Caloosahatchee River and adjacent thereto. ¹⁴

In the same year the trustees contracted with Silas L. Hiblack and others to drain and reclaim lands adjacent to the Caloosahatchee and Kissimmee rivers as well as Lake

¹¹ Lillie B. McDuffee, The Lures of Manatee, 197-200; T. A. Gonzalez (editor), The Caloosahatchee, 28-30; James A. Henshall, Camping and Cruising in Florida, 198-199.

¹² The first recorded proposal from private enterprise to drain lands in Florida was a letter from Duff Green, dated May 5, 1857, to the Trustees which proposed a canal from the St. Johns to the Indian River and drainage of swamp lands in East Florida, I.I.B. Minutes, I, 51.

¹³ Ibid., 276-277.

¹⁴ Ibid.

Okeechobee and any or all tributary areas. These contractors were to receive one-half of all the lands reclaimed if the work was begun within one year and completed in seven years.

The internal improvement act of 1855 not only gave form to the plans for settlement and reclamation but it also set up machinery for state sponsorship of a transportation system. The Boards of Trustees were much more concerned with railroads and canals than with drainage. In the years from 1855 to 1875, a major share of the available lands was ear-marked for these two types of quasi-public works. About four hundred miles of railroad had been built in Florida prior to the Civil War, most of which had been constructed under the benefits of the law of 1855. During the Civil War and Reconstruction interest coupons on these bonds were in default and the railroad properties passed into the hands of the Internal Improvement Board. Commenting on this, one of Florida's recent writers said:

In no phase of Florida's life does there appear to have been any greater collapse and disorganization brought by the War between the States than in its program of internal improvement. 16

15 I.I.B. Minutes, I, 361-364.

16 Kathryn Trimmer Abbey, Florida, Land of Change, 346. For further discussion of this phase of Florida history see Abbey, op. cit., 322-324, 342-352; William Watson Davis, Civil War and Reconstruction in Florida, 650-680.

The bankrupt railroads were put on the auction block and sold to promoters at a fraction of their first cost. The Improvement Board was still responsible for interest payments on the railroad bonds, and many bondholders protested the sacrifice of their investments. Furthermore, the new owners of the railroads were slow in settling their debts with the state, and the Internal Improvement Board became saddled with additional debt.¹⁷ The railroad promoters issued more bonds, which were traded for securities of the Improvement Board, and these in turn were sold for the supposed rehabilitation of the common carriers. The Board was a victim of wild-cat promotion, with its resources in land being made to guarantee the deflated railroads. It was later reported that

During the period from 1868 to 1876, there was a wild run for all that was in sight, and while they did not grant outright any but the alternate sections . . . the Trustees entered into numerous contracts to sell the State's interest, within certain limits, to the promoters [sic] of railroads, canals, or drainage schemes, at a normal price, ranging from two to ten (2 to 10¢) per acre. 18

The transactions involving the lands of the Board included two sales of over a million acres each, one for ten cents an acre, the other for one dollar (\$1.00) "and no other

¹⁷ William Watson Davis, Civil War and Reconstruction in Florida, 656-663.

¹⁸ 1907 Commission Report, 331.

considerations."¹⁹ Accurate accounting of the Fund to reveal mismanagement was impossible as all records were lost or destroyed from 1870 to 1874, and no original records are in existence concerning financial transactions of the Board of Internal Improvements prior to 1881.²⁰

The submission of papers in the case of Francis Vose against the Board on June 9, 1869, fired the first gun in a battle of litigation to put a halt to the raids on Florida's lands and other public resources.²¹ Francis Vose, a member of the New York firm of Vose and Livingston, had furnished rails and other iron for a state-subsidized railroad for which he had received payment in bonds of the railroad at par. He refused to sell the bonds at a reduction and sought to force the Board to pay the interest on the bonds as required by law. In the following January, former Governor David S. Walker appeared before the Board as attorney for Vose and argued the settlement of the claim of his client. The Board offered Walker twenty cents on the dollar for the railroad bonds, and evinced a willingness to receive Vose's interest coupons as payment for lands he might wish to buy from those held by the Board.²² Vose refused and

¹⁹ W. W. Davis, op. cit., 671. See also 1907 Commission Report, 279-280.

²⁰ State Auditor's Report on Receipts and Disbursements By the Trustees of the Internal Improvement Fund of the State of Florida, 1855 to 1906, Inclusive, 3.

²¹ I.I.B. Minutes, I, 380.

²² Ibid., 401-403.

began suit against the Board in the State Supreme Court of New York in 1870. When the Board realized the seriousness of the plaintiff's zeal, it became alarmed and arranged for a meeting with the Vose attorneys in the spring of 1871, the results of which came to naught.²³

Vose, not having made much headway, moved his case to the United States Circuit Court for the Northern District of Florida, Judge W. B. Woods presiding, at Pensacola. In late December, 1871, a decree was entered against the Board prohibiting the sale of any lands held by the Board for scrip or state warrant. The Court instructed the Board to accept only legal tender of the United States for any further land sales. Vose had argued that the value of his railroad bonds was endangered by the refusal of the Board to pay the legal interest, and that the Board was juggling funds and transferring lands by illegal means. Meeting in March, 1872, the Board resolved not to recognize Judge Woods' decree and proceeded to transfer certain lands in exchange for interest coupons of one of the railroads in the state.²⁴

This action of the Board, as well as the one transferring a million acres of land for a dollar and other considerations, resulted in Judge Woods appointing Aristides Doggett

²³ I.I.B. Minutes, I, 442, 449, 464.

²⁴ Ibid., 466, 476.

of Jacksonville as receiver of the Board and all its assets on May 16, 1872.²⁵ Placing the Board in receivership under the guardianship of the Federal court saved what public lands were left to the Board for another generation.

With the revival of interest in swamp and overflowed lands after the Civil War, the Board received numerous propositions for the sale and entrance upon these public lands of the state's domain. Proposals ranged from one respecting the introduction of wild rice in the Everglades to a communication from Martin Klein of Detroit, Michigan, who requested thirty thousand acres of land for the settlement of a colony of Alsatians.²⁶ The Board was besieged with literally dozens of offers to assist in the disposal of wet lands, the majority of which were for the purchase of large tracts at low prices. When higher prices were offered, the prospective buyers desired a credit plan of purchase. Sales for credit or any part for credit had to be approved by both the Federal court and the claimants against the Board. Proceeds from any cash sales of lands of the Board, outside of moneys needed for actual expenses, went to the holders of

²⁵ I.I.B. Minutes, I, 498, 504, 515. The major court decrees in the Vose litigation are Vose vs Reed, et. al. Trustees, 1 Woods, U. S. Circuit Court Report, 647; Vose vs Trustees Internal Improvement Fund, 2 Woods, U. S. Circuit Court Report, 647; Union Trust Company vs Southern Inland Navigation Company, 130 U. S. 565.

²⁶ I.I.B. Minutes, I, 297, II, 126.

the judgments.

The slow migration of settlers into south Florida revived with the closing years of Reconstruction. This movement into Florida was accelerated by such investments as those of W. M. Randolph and General Henry S. Sanford in Orange County. The development of the area, around the city which now bears Sanford's name, on Lake Monroe at the head of navigation on the St. Johns River was followed by the building of the South Florida Railroad. This road from Sanford to Orlando, later extended to Lake Tohopekaliga at the head of navigation on the Kissimmee River, provided the first real means of opening inland Florida to settlement.²⁷ Coinciding with the developments in central and south Florida was the revival of interest in the Everglades. The state, through its Commissioner of Lands and Immigration, was trying to interest people in other parts of the nation and even in foreign lands in the possibilities of Florida as a place for living and investment. Among others, Sidney Lanier had taken a hand at describing the state's scenery, soils, climate, and history. Numerous books were being published on the peninsular state, and some of the more remote portions of the state were partially explored.²⁸

²⁷ Will Wallace Harney, "The Drainage of the Everglades," Harper's, LXVIII (March, 1884), 598.

²⁸ Of interest on this part of the state's history are: Florida Commissioner of Lands and Immigration, The Florida Colonist or Settler's Guide; George M. Barbour, Florida for Tourists, Invalids, and Settlers; Sidney Lanier, Florida: Its Scenery, Climate, and History.

In his description of Lake Okeechobee, F. A. Ober noted that the great body of water was almost as little known as it had been a hundred years previously. Ober pointed out that

Fabulous stories of beautiful islands, picturesque ruins, and pirate haunted glens, have been much in vogue with writers upon Lake Okeechobee, and to lift the veil that has so long hung over it, and narrate the plain facts, is to deprive them of a seemingly inexhaustible fund of romance. I must confess that it pains me to do so, but fidelity to truth compels me to write of the lake as it is, not as it should be. The beautiful groves of tropical fruits, the monkeys, spiders of gigantic size and ancient ruins are among the things that were NOT. 29

Ober observed the western shore line was marshy, with an occasional drift of sand on which grew a thin belt of elms, maples, and elderberry, overgrown with grape vines. He saw countless alligators in one large lagoon, and myriads of snakes along the shore. The south shore he found was an unbroken marsh, deeply indented with sloughs or blind creeks. Ober decided the surplus water from the lake drained from the south end of the lake, but he could find no discernible streams leading out of the lake. He estimated the lake to be forty miles long and twenty-five miles wide, very shallow and nowhere more than twelve feet deep. At two abandoned Indian villages he saw bananas, paw-paws, sugar cane, and

29 Fred Beverly /F. A. Ober/, Camplife in Florida; a Handbook for Sportsmen and Settlers, Charles Hallock, compiler, 246.

guavas growing in abundance.

Another party, whose travels were recorded by Charles J. Kenworthy, visited the edge of the Everglades by way of the Caloosahatchee River. The party left Ft. Myers and made their way up the river to the falls at Ft. Thompson, approximately fifty miles in a straight line from the Gulf of Mexico. At the old fort, Kenworthy determined the fall of the rapids to be about five feet in two hundred, with a fifteen foot width through this stretch.

We had barely proceeded three miles ^{above} Ft. Thompson when we found the channel to end in a broad expanse of saw grass. A careful examination revealed about two inches of water and three of tenacious black mud overlaying the horizontal layer of limestone rock. 30

Kenworthy was told that they had arrived at a period of low water, so they did not attempt to push on to Lake Okeechobee through the broad expanse of saw grass. He was convinced that the Caloosahatchee was the main outlet for Lake Okeechobee.

A third traveler entered the Everglades in the late 1870's from the Miami River. James A. Henshall, dispelling what he called the popular supposition about the Everglades, wrote that

30 Charles J. Kenworthy, Camplife in Florida; a Handbook for Sportsmen and Settlers, Charles Hallock, compiler, 298-299.

. . . the Everglades is not an impenetrable swamp, exhaling an atmosphere of poisonous gasses and deadly miasma, but a charming, shallow lake of great extent, with pure and limpid waters from a few inches to several feet in depth, which grow curious water grasses and beautiful aquatic plants; while thousands of small islands, from a few rods to a hundred acres in extent, rise from the clear waters, clothed with never-ending verdure and flowers; while cypress and crab-wood, sweet-bay and palmetto, cocoa-plum, water and live oaks, grow in tropical profusion, and rear aloft their emerald banners, from which depend garlands and festoons of innumerable vines and air plants, gorgeous with blooms of every hue, and exhaling the sweetest of fragrance. 31

Henshall observed a strip of very rich prairie between the water line of the glades and the elevated shore ridge, a half-mile in extent; this area was dry during a portion of the year and afforded good pasturage for cattle. On leaving Miami the party went up the south branch of the river of the same name, thence some twenty miles into the Everglades to visit a Seminole Indian village on one of the islands. After describing in detail the gardens, houses, dress, and customs of the natives, Henshall concluded:

These Indians lead a quiet, peaceable, and semi-pastoral life, cultivating fields of corn, pumpkins, sweet potatoes, beans, bananas, etc., in the rich hamaks [sic] on the adjacent islands. . . . 32

2. The Disston Drainage Contracts

The legislature of Florida, seeking to aid in the settle-

31 James A. Henshall, Camping and Cruising in Florida, 106.

32 Ibid.

ment of the state, passed an act in 1872 to secure homesteads to settlers on the swamp and overflowed lands. Any citizen was entitled to enter a quarter section of any of the unsold lands granted the state in the 1850 swamp land act. Homesteaders could secure a deed after five years upon proof of two credible witnesses that the land had been reclaimed by means of levees or drains, had been cultivated, and had been resided upon for that length of time.³³ The Board of Internal Improvement hired agents or salesmen to handle the details of the land sales; these agents in the years from 1872 to 1880 traveled over the United States and Europe in search of land buyers. But ordinary sales did not suffice to keep the debts of the receivership from increasing.

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 a sale of considerable quantity of the lands at one time could it be saved. 34

Former Governor James E. Broome, addressing the Board in 1875, expressed the belief that he could sell from one to two million acres of land to an English buyer for twenty-eight cents an acre, part cash and part credit. The Board replied that it could make sales for cash only because of

33 Chapter 1868, Laws of Florida (1872), 16-18.

34 1907 Commission Report, 37.

the receivership.³⁵ Williams, Swann, and Corley, agents of the Board in 1875, at the request of W. H. Ludlow asked for prices of from one to five million acres. The Board, having decided to sell swamp and overflowed lands, fixed a price of twenty-eight cents per acre for tracts of one hundred thousand acres and twenty-five cents per acre for two to five million acre tracts.³⁶ In April, 1877, the Board appointed Samuel A. Swann a special agent to travel in Europe and seek large land buyers. Swann submitted several propositions for the sale of one to three million acre tracts, but none for outright cash sales, which the Board could accept without going through the red tape of securing assent from the court and its creditors.³⁷

To expedite drainage of the swamp and overflowed lands the legislature of 1879 enacted a bill to encourage the construction of canals for the reclamation, settlement, and cultivation of the public lands in the so-called wet classifications. Payment for construction and excavation of any such canal was to be made in land certificates for the odd numbered sections along the canal banks. These certificates would be taken in exchange at the rate of \$1.00 per acre at the state land office for vacant lands of a more desirable

35 I.I.B. Minutes, II, 67-68.

36 Ibid., 91.

37 Ibid., 189, 380, 390, 476, 506.

nature in St. Johns, Volusia, Brevard, or Dade counties. The final section of the act contained an ironic twist, stipulating that whenever any canal that should have been constructed by the national government was completed under the provisions of this act, the Florida congressional delegation should request further grants from Congress to compensate the state for its expenditure.³⁸

When William D. Bloxham became governor of Florida in January, 1881, the Internal Improvement Board had been in receivership for nine years. The state lands then under court decree were being sold for the benefit of the receiver, and the proceeds credited on the judgments, warrants, or certificates issued by the creditors. This paper was negotiable and was being sold for as little as forty per cent of its face value. To complete the vicious circle, the devalued paper could then be used as cash at par value³⁹ in the purchase of state lands.

Hamilton Disston, of Philadelphia, Pennsylvania, had become interested in Florida lands and submitted a proposal to the Board relating to the drainage of some of the swamp and overflowed area of the state soon after Bloxham

³⁸ Chapter 3153, Laws of Florida, Legislative Session of 1879, 90-94.

³⁹ Rufus E. Rose, The Swamp and Overflowed Lands of Florida: The Disston Contract and Sale, 90-94. Hereinafter cited as The Swamp and Overflowed Lands of Florida.

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took office. The following month articles of agreement were drawn up providing for the drainage and reclamation of all overflowed lands south of Township 23 East and east of Peace Creek. Briefly, the articles provided that Disston and his associates would drain lands overflowed by the waters of the Kissimmee River and its tributaries and in the vicinity of Lake Okeechobee. The lands were to be drained and rendered fit for cultivation by permanently lowering and keeping reduced the waters of Lake Okeechobee and contiguous areas. Disston posted a \$5,000 bond with the Board to show his good faith in beginning the work within six months. With the reclamation of each two hundred thousand acres, a division of the drained lands would be made. The odd numbered sections would be deeded to the contractors and the even numbered sections would be subject to sale by the Board.⁴¹ This contract was revised later to include the lands south of Township 24, rather than Township 23, because of a mistake in the original location of the northern boundary.

The Trustees discovered that under the court decree, which permitted sale of the Board's lands but applied the proceeds to payments of judgments of the creditors, no binding contract could be made by the Board without the consent

40 I.I.B. Minutes, II, 433.

41 Ibid., 473, 480, 503.

of the creditors. Bloxham induced Disston and his associates to purchase outright four million acres for one million dollars.⁴² Disston made a preliminary agreement with the Board on May 31, 1881, and the papers were signed the following day. The completion of the deal with Disston enabled the Board to satisfy its creditors and to place the Fund in an independent position with regard to further land disposition. The four million acres which were sold outright to Disston placed under his control a large addition to the nine million acres under contract for drainage in the Kissimmee River, Lake Okeechobee, and Everglades watersheds.

In order to consolidate and incorporate their holdings, the Disston interests secured a charter from the state legislature, and by virtue of this act transferred their holdings to the Atlantic and Gulf Coast Canal and Okeechobee Land Company.⁴³ The charter empowered the corporation to buy and sell lands, goods, and property; to operate canals; to hold and to improve lands; to engage in agriculture, to erect mills, and to manufacture sugar; and to accept and receive by transfer and assignment all the rights, privileges, and immunities of any such company or individual possessing any rights to construct canals, operate steamboats, or engage in the works of drainage and reclamation. The Atlantic and

⁴² R. E. Rose, The Swamp and Overflowed Lands of Florida, 3-4.

⁴³ Chapter 3343, Laws of Florida, Legislative Session of 1881, 172-174.

Gulf Coast Canal and Okeechobee Land Company received the contract for drainage and reclamation of lands with the approval of the Board on September 1, 1881.⁴⁴

In order to prosecute the work of the drainage contract, the Atlantic and Gulf Coast Canal and Okeechobee Land Company was capitalized at \$10,000,000 and offered the public an issue of \$1,000,000 worth of stock in 100,000 shares of \$10 each. The company also offered a bonus of \$1,000,000 in land certificates, bearing six per cent interest, redeemable from the proceeds of land sales, or convertible into land from the company's holdings. Each subscriber for stock received a Land Certificate of the same amount as his subscription of stock.⁴⁵ The lands of the purchase were handed over to several smaller companies for purposes of sales promotion. The Florida Land and Improvement Company, the Disston Land Company, and the Lake Butler Villa Company were among these organizations that advertised acreage sales varying from a simple homestead to tracts of hundreds of thousands of acres for colonization schemes.⁴⁶ Selected lands in forty acre plots were offered at \$225, payable in ten quarterly installments without interest.

⁴⁴ I.I.B. Minutes, III, 33-45.

⁴⁵ Florida Land and Improvement Company, Disston's Purchase, inside back cover.

⁴⁶ Disston Land Company, Florida, 13-14.

Novel features of the Florida Land and Improvement Company sales plans included a guarantee to repurchase the contract at any time within three years, and the cancellation and return of previous payments to the purchaser on the lapse of an installment when due. The same company also offered to build houses and make other improvements for purchasers when their contract for the land was paid up; for these advances the client could arrange a further system of con-⁴⁷tracts and installment payments.

In June, 1881, the Atlantic and Gulf Coast Canal and Land Company began operations with the employment of James M. Kreamer as chief engineer and Rufus E. Rose as superintendent of drainage operations. Rose, later Florida State Chemist, built the first dredge at Cedar Key, Florida, and assembled it at Ft. Myers. The dredge was completed in January, 1882, but the task of moving it to the rapids of the Caloosahatchee at Ft. Thompson required three months because of the trees, snags, and logs in and over the⁴⁸ river. Rose found the height of the fall across the rapids to be two feet, and a total of fourteen feet to Bonnet Lake, some ten miles distant. The low stage of the water forced a wait in Bonnet Lake for the spring rains to

⁴⁷ Florida Land and Improvement Company, Disston's Purchase, back cover.

⁴⁸ 1907 Commission Report, 319.

raise the water level. By July, 1882, the water rose fifteen feet and the dredging outfit was moved across Bonnet to Lake Flirt. Twelve miles of canal, connecting Lake Flirt to Lake Hicpochee and to Lake Okeechobee, were completed in January, 1883. Disston and a party of his associates made the first steamboat trip from Ft. Myers to Kissimmee in the following month.⁴⁹ Hamilton Disston had posted \$5,000 with the Board on February 26, 1881, as evidence of his intentions to carry out the provisions of the agreement. On January 3, 1882, the drainage company requested the return of this forfeit money, citing as evidence of accomplishment the \$20,000 expended on the first dredge, and the preparations then being made at Kissimmee for the building of a second dredge and a supply steamboat. The Board declined to return the money, pointing out that the drainage work⁵⁰ had not progressed beyond the planning stages. At the same time Disston notified the Board that he had transferred two million acres of his purchase to Sir Edward Reed, of County Kent, England, for the sum of \$500,000.

The appeals of the drainage company to the Board for the advancement of lands resulted in the appointment of Silas L. Niblack on March 16, 1882, as an agent to make

49 Letter of Rufus E. Rose, Everglades News (Canal Point, Florida), May 9, 1924.

50 I.I.B. Minutes, III, 94, 101, 103.

certain inspections in the interests of the Board. Niblack was instructed to make an examination of the swamp and overflowed lands embraced in the contract for drainage with the Atlantic and Gulf Coast Canal and Okeechobee Land Company. He was to examine the lands with respect to their liability to overflow and to estimate what proportion of the lands would be reclaimed by the works of drainage under the contract, and what proportion of the lands were dry enough for cultivation without the benefits of works of drainage.⁵¹

Niblack's report, based upon five weeks spent in examining lands subject to overflow in Dade, Brevard, Orange, Polk, and Manatee counties, stated that to survey the amount of land not subject to overflow would not be justifiable on account of the costs involved. On the subject of the complete reclamation of the area, Niblack informed the Board that it would

. . . be necessary . . . to cut three and more than probable [sic] four large canals, one to connect Lake Okeechobee with the Caloosahatchie [sic] river, one to enlarge and straighten the Kissimmee river, one to connect the Lake with St. Lucie river on the east and more than probable [sic] one further south to connect the Lake with New or Hillsboro river and again to drain that large portion of country subject to inundation by rainfall will require quite a number of large ditches of various lengths and in different directions to some source where the water will be carried either to the Atlantic or to the Gulf. 52

51 I.I.B. Minutes, III, 125, 126.

52 Ibid., 194.

James M. Kreamer, chief engineer of the drainage company, appeared before the Board in July, 1882, asking the state officials to advance 150,000 acres of the land which would be allotted his company under the contract in view of the progress, magnitude, and great expense of the work. The Board resolved to convey the lands requested on condition that the company post a bond that the proceeds arising from the sale or pledge of the lands be expended for additional drainage works, and that the Board have the right to employ an agent to inspect the work with the power to reject any improper charge. The Board agreed to convey an additional six sections on the same condition for every mile of canal completed to a width of twenty feet and depth of five feet.⁵³ On November 20, 1882, the Board modified its resolution of July 20 to the extent of allowing the company to use and expend \$37,500 which it could procure on the conveyance of the requested 150,000 acres of land.⁵⁴

On New Year's Day, 1883, the Atlantic and Gulf Coast Canal and Okeechobee Land Company gave bond, executed in pursuance of the two resolutions, and received an advance of 150,000 acres in the contracted area.⁵⁵ The following June the Board employed James M. Dancy, a civil engineer, to

53 I.I.B. Minutes, III, 163.

54 Ibid., 185-186.

55 Ibid., 270.

examine thoroughly the works and the results of the works accomplished by the drainage company. Dancy proceeded to Kissimmee, where he found an outlet canal from Lake Tohopekaliga, the headwaters of the Kissimmee River, three and a half miles long, forty feet wide, with four feet of water flowing at a four mile per hour current into Lake Cypress. This canal, excavated by the drainage company, had reduced Tohopekaliga's waters to a level four and a half feet lower than ever before known. R. E. Rose, the drainage superintendent, pointed out to Dancy the several cuts made in straightening the channel of the Kissimmee River. Dancy believed these cuts were responsible for the

. . . Prairies of large extent perfectly dry and cattle feeding where water usually stands to the depth of several feet, here are the finest grass pastures I ever saw. 56

Dancy made trips to the east and the west of the Kissimmee River and reported that 535,285 acres had been drained in thirty-one townships. He noted that the drainage works then being carried out constituted improvements in canal channels at Lake Tohopekaliga, Lake Kissimmee, and Lake Okeechobee to the Caloosahatchee River. Dancy was satisfied that the drainage work was a success, for after rains on twenty-four consecutive days, a guage stick in Lake Tohopekaliga at

Kissimmee showed a rise of only two inches.

On December 1, 1883, Kreamer met with the Board and again applied for lands due under the drainage contract. The Board conveyed one-half of the lands reclaimed by the company as shown in the Dancy Report, cancelled the bond given the previous New Year's Day, and brought the land accounts up to date as of June 30, 1883. In June, 1884, Kreamer appeared once more before the Board and requested an inspection of the drainage system by an agent of the Board. Accordingly, the Board appointed H. S. Duval, State Engineer, to ascertain the extent of the drainage works in the Kissimmee-Okeechobee-Caloosahatchee areas and the effect of the works upon the adjoining lands. In a statement dated August 19, 1884, Duval outlined the amount of work done by the Atlantic and Gulf Coast Canal and Okeechobee Land Company. This work included: (1) a canal in process of construction between Lake Tohopekaliga and East Lake Tohopekaliga at Kissimmee; (2) a canal from Lake Tohopekaliga to Cypress Lake; (3) canals between Lakes Cypress, Hatchineha, Kissimmee, Tiger, Rosalie, and Walk-in-Water; (4) a canal from Lake Okeechobee to Lake Hicpochee; and (5) a canal from Lake Hicpochee to Lake Flirt. Duval found that the level of Lake Okeechobee had been lowered a foot and a half,

57 I.I.B. Minutes, III, 246.

58 Ibid., 309-310.

and that of the other lakes in the Kissimmee River chain from three to four feet. He reported that the company had four dredges in service, all at work on the various projects in the area under contract. Concluding his report he declared:

The territory over which the examination extended, embraced in the appended list of Townships, which in my judgment, based on the evidences developed in my investigation, are permanently reclaimed . . . and will . . . continue to improve as the canals are increased in width and depth, provided the waterways are kept free and unmolested. 59

Duval observed that the inhabitants of the Caloosahatchee valley were showing their faith in the results of the work of the drainage company by placing their buildings near the ground, rather than building on stilts as had been the previous practice. The State Engineer listed a total of 2,182,412.27 acres in fifty-three townships as being completely reclaimed since the beginning of the operations under the contract. On the basis of this report the Board instructed its salesmen to prepare deeds for the drainage company to one-half of the lands embraced in the lists submitted by Duval.⁶⁰

Questions were raised in the legislature in the fall of 1884 as to the amount of lands actually reclaimed by the Disston company. Protests against illegal practices in land

59 I.I.B. Minutes, III, 320.

60 Ibid., 332.

transfers, dissent over haphazard methods of land selections, and the cries of dispossessed squatters were heard by the legislators. Those who argued that the lands were not reclaimed maintained that the company was not entitled to the lands deeded to them. The accusations of haphazard methods of land selections were made with some foundation, for large tracts were included that were not swamp or overflowed land. Some squatters had been forced off certain lands, but only after they had been given ample opportunity to buy their plots at the usual state prices and on easy terms.

Governor Bloxham devoted a large part of his message to the legislature in January, 1885, to the subject of land reclamation. He traced the work done by the Atlantic and Gulf Coast Canal and Okeechobee Land Company from 1881 to 1885.

Over forty miles of canal and river improvements have been made, besides the removal of numerous obstructions to navigation and drainage. The expenditure in legitimate work has aggregated over two hundred and fifty thousand dollars. . . . The reclamation of many millions of acres, containing some of the most valuable sugar lands in the United States with suitable climatic conditions for the successful growth

61 For a fuller discussion, see, T. Frederick Davis, "The Disston Land Purchase," Florida Historical Quarterly, XVIII (January, 1939), 200-210.

of all tropical fruits, is the harbinger of an era of population, wealth and prosperity unthought of in our past history. 62

The governor transmitted the biennial report of the Commissioner of Lands and Immigration which showed that 1,174,583 acres of swamp and overflowed lands had been deeded to the Atlantic and Gulf Coast Canal and Okeechobee Land Company in 1883 and 1884.⁶³ The legislature authorized the governor to appoint a committee, "in no wise connected with any company," to examine the number of canals dug, their width and depth from Kissimmee to Lake Okeechobee and through the Caloosahatchee River to Ft. Myers.⁶⁴ The committee was also to examine the canals for capacity, their influence on the adjacent lands and waters, and to determine if the lands had been reclaimed permanently.

Governor Edward A. Perry, who succeeded Bloxham in 1885, appointed J. J. Daniels of Duval County, John Bradford of Leon County, and W. H. Davidson of Escambia County to perform the duties indicated in the February act of the legislature. The committee transmitted its report to the governor on February 4, 1887. The three men had reached the conclusion that the Atlantic and Gulf Coast Canal and

62 Journal of the Proceedings of the Senate of the General Assembly of the State of Florida (1885), 29.

63 Report of the Commissioner of Lands and Immigration of the State of Florida, 1883-1884, 24.

64 Chapter 3639, Laws of Florida (1885), 72.

Okeechobee Land Company had permanently reclaimed 80,000 acres of the wet lands in the contracted area for which the company had received payments of land aggregating a million and a quarter acres for drainage services.⁶⁵ The only lands the committee considered fully reclaimed were those adjacent to Lake Tohopekaliga and East Lake Tohopekaliga in the immediate vicinity of Kissimmee. The three investigators commented that even those lands could not be considered permanently drained until relief was given to the rivers and lakes further south. From Cypress Lake, immediately below Lake Tohopekaliga, southward the committee found that the waters of the lakes and rivers were at or near their normal levels, and that neither Lake Okeechobee nor the lakes and river in the Kissimmee chain had been permanently or sensibly lowered by the thirty-six miles of canals. From their examinations these men felt that without the permanent lowering of Okeechobee there could be no permanent reclamation in the watershed above the big lake. The permanent lowering of Lake Okeechobee, they pointed out, was the primal factor in the entire plan, and by the terms of the drainage contract the company was bound to adhere to such a basic plan. It was suggested that the state employ a competent, reliable, and

65 "Abstract of the Report of the Committee Appointed by The Governor on November 17, 1885," Senate Documents, Number 89, 62 Congress, 1 Session, 21-24; 1907 Commission Report, 344-345.

skilled engineer to see that the interests of the commonwealth be protected under the terms of the contract. The investigators did not believe the situation was hopeless.

We feel assured that the problem is capable of solution with an expenditure of money, time, and labor not disproportionate to the results. . . . The reduction of the waters is simply a question of sufficient capacity in the canals which may be dug for their relief. 66

After the publication of the committee's findings, a reaction on the part of the officials of the drainage company quickly set in. On March 25, Governor Perry laid before the Board a letter from Hamilton Disston which complained that the report of the legislative committee had insinuated that the Okeechobee Company had received a large body of land through misrepresentation.

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. 67

Disston suggested the appointment of an impartial board to look into the case; he said that the company would abide by the decision of such a board. In closing, he offered to open the books of the company to prove that several hundred thousand dollars had been spent on drainage operations beyond the requirements of the contract.

66 "Abstract of the Report of the Committee Appointed by the Governor on November 17, 1885," Senate Documents, number 89, 62 Congress, 1 Session, 23.

67 I.I.B. Minutes, III, 448.

The Board considered this letter and resolved on March 25, 1887, that the Okeechobee Company should reconvey to the Improvement Fund certain lands. These lands would include those naturally high and dry tracts which lay outside the district reported on by the legislative committee. This resolution was submitted to the drainage company. The Board did not hear from the Okeechobee Company and on August 18, 1887, it instructed its secretary to send another copy of the March resolution to the contractors. At the same time the Board requested the drainage company to submit a proposition for continuing the work of drainage and reclamation.⁶⁸

The Board invited the officials of the drainage company to attend a meeting to determine if an amicable settlement of the disagreement over reclamation could be reached. Hamilton Disston and several other officials of the Okeechobee Company came to Tallahassee in the summer of 1888 and, after several conferences with the Board, signed a revised contract on August 17, 1888.⁶⁹ This contract reduced the drainage reserve to a total acreage of 2,000,000 acres, including the lands which had already been deeded to the company. The Atlantic and Gulf Coast Canal and Okeechobee Land Company agreed to expend \$70,000 in drainage and reclamation operations in the next two years on the 1,200,000

68 I.I.B. Minutes, III, 468.

69 Ibid., 501-505.

previously conveyed, and an additional sum of twenty-five cents an acre on the remaining 800,000 acres in order to secure titles in fee simple. Work under the revised contract continued at a moderate pace for the four succeeding years; most of the moneys expended, however, were used for the upkeep of channels dug under the 1881 contract. The drainage functions of the Atlantic and Gulf Coast Canal and Okeechobee Land Company ceased on January 10, 1894, when the Board decided the provisions of the 1888 contract had been fulfilled.⁷⁰

The efforts of the Disston company to drain the Everglades ended in failure. The legislative commission which investigated the acts and doings of the Trustees of the Internal Improvement Fund in 1907-1909 concluded that the work performed by the Disston company should have been continued; but it pointed out that there was no provision in the second contract

. . . to permanently lower and keep reduced the waters of Lake Okeechobee, and thereby permanently lowering and keeping reduced the high water level of the Kissimmee River--a provision that was in the first contract, but omitted in the second. 71

The commission was unable to find a satisfactory explanation for this omission and it concluded that the transfer

70 I.I.B. Minutes, IV, 26, 225, 228, 260-261.
71 1907 Commission Report, 324.

of 1,652,711 acres, finally deeded to the Disston drainage company, was too great a price to pay for demonstrating the feasibility of drainage.

The long-range value of the Disston works in the development of the southern part of the state of Florida, however, should not be underestimated. Had the interests represented by Francis Vose forced a liquidation of the millions of acres held in the Improvement Fund in 1880, the results would have been disastrous in many respects. The Disston efforts proved that the waters of this part of the state could be lowered, but that drainage works would have to be maintained if they were to remain of any value. The simple statement that "The reduction of the waters is simply a question of sufficient capacity in the canals which may be dug for their relief," made by the governor's committee in 1885, was perhaps, lost to view in the plans and works of the four decades that followed.⁷²

The Disston company's efforts were concentrated in the area around the Tohopekaliga lakes at the headwaters of the Kissimmee River. Here extensive drainage works were installed and the production of various crops was well underway by

⁷² "Abstract of the Report of the Governor's Committee Appointed November 17, 1885," Senate Documents, Number 89, 62 Congress, 1 Session, 23. For the overall picture of the statewide effects of the Disston purchase, see K. T. Abbey, Florida, Land of Change, 350-353, 365-366.

1885.⁷³ Sugar cane production was undertaken on the prairie between the Tohopekaliga lakes, beginning with the planting of twenty acres in 1885, and was increased to ninety acres in 1886. From the experimental start made by Rufus E. Rose the sugar plantation, which he named St. Cloud, grew to a hundred acres the following year.⁷⁴ The harvest of that year averaged thirty-five tons of cane per acre with a sugar extraction of eight percent, or almost five thousand pounds of granulated sugar for each acre of cane. This was a record that had not been surpassed in the United States up to that date.⁷⁵ With the passage of a two cent per pound sugar bounty by the national Congress in 1890, Hamilton Disston decided to try his hand at expanding the St. Cloud plantation. Disston had backed Rose in the early plantings, and with the added incentive of the bounty organized the Florida Sugar Manufacturing Company. The new corporation was capitalized at \$1,000,000. In the latter part of 1890, the cane acreage was expanded and the construction of a sugar factory capable of processing a thirty-five hundred acre crop was begun. Claus Spreckels, a prominent figure in world sugar production, visited the St. Cloud

⁷³ I.I.B. Minutes, VII, 419-421.

⁷⁴ R. E. Rose, The Disston Sugar Plantation--Its Success and Failure, 34-35.

⁷⁵ C. Lyman Spencer, The Sugar Situation, 88.

plantings in 1890. Spreckels wrote that the soil was "as rich as any I have ever seen, and with proper cultivation, the yield should be equal to that of any other country on the face of the globe."⁷⁶

The repeal of the sugar bounty in 1894 was sufficient to close the sugar operations at St. Cloud. Poor management by promoters, inexperienced in the control of cane field economy and sugar manufacturing methods, combined with the death of Hamilton Disston in 1896, was sufficient to force a shutdown. The sugar mill was sold and moved to the west coast of Mexico.⁷⁷ The results of the sugar experiments, however, had proved what could be done with good management, and these lessons were not totally lost to the next generation.

The activities in the growing of sugar cane on drained Florida lands attracted the attention of the United States Department of Agriculture. In 1891, Dr. Harvey W. Wiley, head of the Chemistry Bureau of the Department of Agriculture, visited the area.⁷⁸ His observations covered the state from the Tohopekaligas, down the Kissimmee River

⁷⁶ Senate Documents, Number 89, 62 Congress, 1 Session, 106.

⁷⁷ F. D. Stevens, (MSS), "History of Florida Sugar Operations," 20. This manuscript was used through the courtesy of the author, Mr. F. D. Stevens of Belle Glade, Florida.

⁷⁸ Harvey W. Wiley, "The Muck Lands of the Florida Peninsula," Report of the Secretary of Agriculture, 1891, House Executive Documents, Number 1, Part 6, 52 Congress, 1 Session, 163-171.

through Lake Okeechobee, and the Caloosahatchee valley. Along the Kissimmee River he observed rich deposits of muck on a level with the water line which suggested artificial drainage through levees and pumps, much like the plantations on the Mississippi below New Orleans. On the southern border of Okeechobee, Wiley saw what he called the largest body of muck lands in the world. Two methods were proposed for their drainage: the first, by a canal three hundred feet wide and twelve feet deep eastward from the lake to the Atlantic Ocean; and second, to recover a portion at a time by use of canals and levees.

"It is . . . seen [that] there is abundant natural fall to carry off the whole of the water, provided a canal of sufficient size can be constructed."⁷⁹ Wiley noted that these muck lands were sixteen feet deep underlaid with limestone of a high phosphoric content, wholly organic in composition, and markedly deficient in mineral constituents. He also noted that muck lands under cultivation in the St. Cloud area for eight years had been depressed several inches, and "If the organic matter which they contain should decay⁸⁰ there would, of course be a marked depression." Wiley pointed out the advantages of seasonal rains from May to

⁷⁹ H. W. Wiley, "The Muck Lands of the Florida Peninsula," *loc. cit.*, 166.

⁸⁰ *Ibid.*, 167.

October, and a dry season from October to June as particularly desirable for the growing and harvesting of sugar cane and rice. Disadvantages of a dry winter and spring could be overcome, he felt, through artificial irrigation.

Wiley found several thousand acres of swamp lands freed of water by the Disston drainage operations. Of these two thousand acres were planted in sugar cane, five thousand acres in rice, and a large area was in commercial vegetable gardens. Wiley wrote:

In no instance has cane been known to freeze in the Florida peninsula, during the period over which these observations extend. . . . It may be said, then, with confidence that in the region of Okeechobee Lake the lands which may be recovered for sugar making purposes have all the advantages of the climate of Cuba. . . .

There is practically no other body of land in the world which presents such remarkable possibilities of development as the muck lands bordering the southern shores of Lake Okeechobee. With a depth of soil averaging, perhaps 8 feet, and an extent of nearly half a million acres, with a surface almost level, it affords promise of development which reaches beyond the limits of prophecy. 81

81 H. W. Wiley, "The Muck Lands of the Florida Peninsula," loc. cit., 168-170.