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SAMUEL A. SWANN AND THE DEVELOPMENT OF FLORIDA, 1855-1900

by HELEN R. SHARP

The development of any community or geographic division is greatly influenced by those who promote its beginnings and further its growth. Among those who had confidence in the future of Florida was Samuel A. Swann, whose activities from 1855 to 1909 show that he was a valuable and conscientious supporter of the economic expansion of the state and of the city of Fernandina. His business interests were so varied and extensive in character that they present a cross-section of the development of Florida during the period in question, particularly in the opening of public lands for settlement.

In background and heritage, Mr. Swann was well fitted for these activities. He was descended from an early American lineage whose beginnings date back to 1630 when William Swann and his family migrated from England and settled on a large grant of land on the James river opposite Jamestown. Two generations later, a member of that family moved to North Carolina, and is referred to in the North Carolina historical records as one of the two most eminent men of his time. Samuel A. Swann is a member of this branch of the family. He was born May 20, 1832 at Pittsboro, North Carolina, the son of Frederick Jones Swann and Ann Sophia Green, and received the education and training usually accorded to those of his station.

The beginning of Mr. Swann's long career of business enterprise in the economic development of Florida was in November 1855, when, at the age of twenty-three, he came to Fernandina, from Wil-

mington, North Carolina, as accountant for Joseph Finegan and Company, a firm of contractors who were to build the Florida Railroad. In November 1859 he was married to Martha R. Travers, daughter of William Travers of St. Augustine.

In connection with this work as accountant Mr. Swann was also assistant secretary and treasurer of the Florida Railroad Company, a corporation chartered on January 8, 1853 to construct a railroad from Fernandina to Cedar Key, a distance of 155 miles. In accordance with the provisions of the Internal Improvement Act of January 6, 1855, the company was substantially aided by liberal grants of land made to it by both the state of Florida and the federal government through legislative acts.¹ The lands, located along the right-of-way, were granted to the railroads with the idea of using the proceeds from the land sales as a subsidy and also as security for bond issues.

Land was an important factor in the economic picture of Florida in the 1850's. With the collapse of the banks in the previous decade, the financial structure was greatly weakened and money was scarce. Vast sections of the state were neither settled nor opened up, and as these tracts held good possibilities of development, land was a resource which could be used as a security and as an element for expansion and financial reinforcement. Since the route of the Florida Railroad was through the central part of Florida, a portion of the state hitherto largely undeveloped, the opening of lands for sale along its right-of-way would promote the utilization of the resources of that section. The railroad would provide a means of transporting immigrants to the lands and would carry lumber, naval stores, and agricultural products to markets

1. Thompson, *Digest of the Statute Law of the State of Florida* (Boston, 1847) pp. 31-38.

and to the seaports for shipment. So land was the mainstay on which hope of economic development and stability was based.

The original promoters and stockholders of the Florida Railroad included David Yulee, president ; George W. Call, secretary and treasurer; George R. Fairbanks, Judge McQueen McIntosh, Judge I. H. Bronson, Philip Dell, John Parsons, Joseph Finegan, Archibald H. Cole, and Thomas O. Holmes, directors. The work of construction was begun at Fernandina in the summer of 1855. By April 1858 seventy miles of railroad was completed, and thirty additional miles, almost to Gainesville, was graded by subcontractors under Joseph Finegan and Company. In May 1858 the company sold its interest to E. N. Dickerson and associates, who completed the road to Gainesville in the winter of 1859, and pushed the track to Cedar Key early in 1861. The road passed through Nassau, Duval, Bradford, Alachua, and Levy counties, and also abutted the boundaries of Clay and Baker counties. The railroad company owned the land in alternate sections on either side of the right-of-way.

According to a pamphlet issued by the Florida Railroad Company, these lands had been tested for adaptability to settlement. ² It was found that they were favorable for the, growth of sea-island or long-staple cotton. On approaching the Gulf of Mexico, the company secured a considerable quantity of hammock lands well adapted to raising sugar cane. Such lands as were not favorable for sugar and cotton, or to the pasturage of cattle, were covered with a heavy growth of yellow pine which would provide lumber and naval stores. It is obvious that to open to development this previously inaccessible and sparsely settled part of

2. *Free Land Bonds of the Florida Railroad Company*, 1858, p.3.

the state and to provide a means of transportation for commodities and for passengers was an important step in advancing and expanding the state's economic interests. On those lands subject to overflow, a large part, consisting of prairie and cypress lands, was capable of successful reclamation. The prairies of the upper St. Johns river, the cypress of the St. Johns, the Ocklawaha, and the Suwannee rivers furnish examples.³

The total amount of land owned by the Florida Railroad Company was 650,000 acres in tracts which were contiguous to the railroad. At a sale price of three dollars an acre, these lands were valued at \$1,950,000. The holdings at Fernandina, which consisted of 3,500 acres had an estimated value of \$2,000,000. At Cedar Key, the other terminus of the railroad, the company owned one thousand acres of land valued at \$750,000. The road and equipment was appraised at \$2,325,000. The entire sum, amounting to \$7,025,000 was given as security for the \$1,500,000 railroad bond issue. The lands and town lots owned by the company were convertible into Free Land Bonds at par, and all proceeds were held as a special trust for the bonds. The bonds paid eight per cent interest semi-annually, and the principal was payable in 1891. The interest was to be met with funds derived from the land sales, and it was optimistically believed that if the railroads netted no income from the business, the interest was secure of payment from the land sale fund. According to Mr. Swann's accounts and records, the net proceeds of land sales up to September 1, 1856, was \$16,323.25.⁴ The net receipts from land sales from that date to March

3. *Florida Railroad Guaranteed First Mortgage Bonds and the Internal Improvement Act of the State of Florida*, Washington, D. C., John T. and L. Towers, printers, 1857, p.8.

4. Swann, Samuel A., *Florida Railroad Company Day Book*, Vol. 1, p.15.

1, 1857, was \$1,832.97 ; to August 31, 1857, \$4,104.78 ; to February 28, 1858, \$3,775.37; to March 1, 1859, \$14,160; and to September 1, 1859, \$16,614.⁵

It is obvious that through Mr. Swann's close contact with the Florida Railroad Company, especially in the phase of land sales, he gained a thorough working knowledge of the public land problem. This knowledge included the location of lands for sale, their extent and type, and the uses to which they could be most profitably put. This experience formed an excellent background for his later efforts in the field of public lands for Mr. Swann came in contact with three stages of the land problem in Florida: the ante-bellum phase of the land situation, the period of the Civil War, and the post-war era.

During the war period Mr. Swann's work with the Florida Railroad Company was temporarily discontinued. In 1862, when Fernandina was occupied by the Federal troops, many residents of that city went to the interior of the state for safety. Mr. Swann and his family were among those who left, and they settled in Gainesville, where their residence was a hastily erected log house of two rooms located on the site where the Presbyterian church now stands. For a short time after moving there, Mr. Swann acted as treasurer, bookkeeper and superintendent of the Florida Railroad Company. His physical condition forced him to resign, as his duties proved too arduous.

Blockade Running

Late in 1862, Mr. Swann became interested in blockade running which grew up as a result of the blockade instituted by the Federal navy. His connection with this was threefold: he was in-

5. *Ibid.*, pp.19-49.

terested directly in the ships and cargo, he acted as a broker in purchasing and selling for other persons, and he later managed the blockade running for the Confederate government in the Gainesville area.

In December 1862 Mr. Swann and others including D. S. Yulee, F. C. Barrett, Savage Brothers and Company, the Florida Railroad Company, and R. D. Meader invested in a ship, the *Silas Henry*, and a cargo of cotton and tobacco for the purpose of running the blockade.⁶ The vessel was valued at \$2,000 and the cargo, together with the export duties, amounted to \$923.50. Unfortunately, the investment was lost for the ship and cargo was fired and abandoned by the crew in Tampa bay to avoid capture, and was later seized by one of the Federal vessels.⁷

These shipping activities were extended during the latter part of January 1863 when the sloop *Elias Beckwith* was acquired. The original cost of the vessel was \$400, the expense of outfitting it was \$706.10, and the cargo of cotton was valued at about \$7,000.⁸ The individuals investing in the enterprise were S. G. Frierson, C. S. Friebele, A. T. Frierson, and E. A. Clark.

In March 1863 Mr. Swann sailed for Havana, Cuba, on the *Elias Beckwith*, to serve as a broker in various enterprises for private individuals. For the purpose of the adventure to Cuba he was advanced a sum of \$1,605.17 by those for whom the transactions were to be made. In addition to the staple supplies which were required by the Confederate government, Mr. Swann shipped back to Florida various merchandise throughout the spring

6. Swann, *Ledger 1862-1863*, p.1.

7. *Official Records of the Union and Confederate Navies in the War of the Rebellion*, Government Printing Office, 1894, Series 1, Vol. 17, p.351.

8. Swann, *Ledger, 1862-1863*, p.8.

of 1863. These articles included such items as a dozen gold pens valued at \$8.50; a dozen violin strings at \$1.25, bought for a Mr. Hedges; a pair of shoes at \$2.00; and a toupee at \$12.50 purchased for Dr. W. H. Stringfellow.⁹ Other goods brought in on the *Elias Beckwith* were muslin, linen, shaving cream, hairpins, starch, quinine, shirt buttons, combs, and morocco gaiters.

The shipping activities of the same men were expanded in March 1863 with the purchase of another vessel, the *Maria*, acquired at Key West, which was the location of the admiralty court and a maritime clearing house where prize vessels were offered for sale. At the end of March the *Elias Beckwith* was sold by her owners to J. D. Golding and Company of Havana for \$1050 and she was reconditioned at a cost of \$600.¹⁰ Mr. Swann received \$118.50 for his interest in the \$3,609.72 worth of invoiced merchandise in the ship, and a two and a half per cent commission of \$41.22 on the sale of the vessel. Early in April 1863 an interest of several thousand dollars was exchanged in the cargoes of the *Elias Beckwith* and the *Maria* by their respective owners. A brisk trade evidently continued through March, April, and May of 1863.

Mr. Swann concluded his stay in Havana in May 1863 and on his return went first to Mobile, Alabama. In Mobile the *Maria* was sold to a Mr. Stickney, the valuation placed on the ship being \$18,000 and Mr. Swann received a commission on the sale.¹¹ His journey back to Gainesville was by a roundabout route as the Federal forces held Pensacola and the adjacent areas, consequently he

9. *Ibid.*, p.15.

10. *Ibid.*, p.15.

11. Swann, *Ledger, 1860-1866*, p.56.

had to circle to the east and then down into Florida.

During 1864 Mr. Swann was appointed to the Sub Agency, War Department of the Confederacy, with headquarters at Gainesville. His work was to sell cotton and sugar and purchase food, supplies, and ammunition for the Confederate government. The vessels on which the cotton was shipped were obliged to run the blockade and the voyages were hazardous, requiring much planning and attention. The blockade running was done successfully from various points along the Florida coast in the latter part of 1864 and 1865. The ships *Comus*, *Phantom*, and *Francisca* operated out of Bay Port, the Florida from the Steinhatchee, and the *Ruby* from the Suwannee river to the Gulf. In February 1865 the plan for running boats along the Indian River was formulated, but was discarded as impracticable. However, by early spring 1865 these vessels had been captured by Federal vessels patrolling the coast. The latter part of April 1865 brought an end to the blockade running, for the war was concluded.

When Mr. Swann's work for the Confederacy came to an end he was faced with the problem of finding a place again in civilian life. He commented on the situation in a letter to Mr. D. McRae of Wilmington in June 23, 1865:

I notice professional and business men everywhere are racking their brain on the subject of the best means of plying their respective vocations. . . .

As I think there is still much uncertainty touching the future of the South, I am really at a loss to decide what I shall turn my attention to. But I think it behooves us all to seriously consider the future, and, while the

various avenues of business are opening, to so "adjust our pegs" as to secure to ourselves those advantages which our business education and experience entitles us to, and which if not soon controlled, will doubtlessly be secured by others. The resources of Florida will soon be opened up anew.¹²

With that belief in mind, he turned his attention to business. By early summer 1865 he was connected with the firm of Savage and Haile, importers and exporters, with offices in Gainesville and Jacksonville which shipped such staples as cotton and lumber. During 1866 and 1867 he was in charge of large shipments of cotton from the Jacksonville office. But he was very desirous of embarking on an individual enterprise in Fernandina and by the end of the summer of 1867 had moved to that city which became his permanent place of residence. Retaining a connection with Savage and Haile, he organized the firm of Swann and Brother which dealt with various types of shipments and supervised the operation of his brickyard which produced an excellent type of hard gray brick. The brick for the buildings at Fort Clinch was secured from this brickyard.

From 1866 to 1870 Mr. Swann was agent for the bondholders of the Florida Railroad Company. The company was in difficulties because of the precarious economic conditions growing out of the war. The accumulation of interest on the bonded debt was immense, and the payment of one-half of one per cent due the Internal Improvement Board as a sinking fund was several years in arrears. The state law provided that a default of sixty days on the payment of interest to the bondholders of the company and of the amount

12. Swann, *Letter Book, January-June, 1865*, p.376.

due the sinking fund made the railroad liable to seizure by the Trustees of the Internal Improvement Fund. Consequently, the trustees seized the road and offered it for sale to the highest bidder for cash in November 1866. The sum of \$323,400 was paid for it, and the title of the road was conveyed to E. N. Dickerson and associates who were bondholders and creditors of the Florida Railroad Company. The first mortgage bonds were secured in the railroad and its franchise and the owners of these bonds received twenty per cent on their holdings when the company was liquidated. The second mortgage bonds were a second mortgage on the road but a first mortgage on the lands held by the Company. These lands were located in alternate sections along the railroad right-of-way, and the holders of the second mortgage bonds had to look to the lands for their portion. of return on their investment.

In order to relieve the situation, action was taken by the second mortgage bondholders of the railroad company on June 12, 1867. At a meeting of the group held at Fernandina it was decided to buy, at a low price, all the lands held by the company, to divide these lands equitably among the bondholders who agreed to that arrangement, and to sell the lands to realize some return on their bonds.¹³ Mr. Swann and Henry E. Dotterer were named agents for the bondholders. On June 1, 1868, the bondholders presented their coupons and bonds at the office of the agents in Fernandina and the lands were apportioned. A final meeting to complete the work was held in August 1868. The lands apportioned included about 600,000 acres in odd sections along the railroad. The even sections, comprising about 400,000 acres, were held

13. *Circular, Proceedings of the Meeting of the Bondholders*, June, 1867, Fernandina.

by E. N. Dickerson and later became the holdings of the Florida Land and Immigration Company for which Mr. Swann was also land agent.

The period of Mr. Swann's most important and extensive work in land transactions for Florida occurred in the 1870's and part of the 1880's. His interests in this field were varied for he was associated with Mr. M. A. Williams and for a time, Mr. Hugh A. Corley, in selecting, locating, and selling swamp and overflowed lands for the state of Florida ; he was agent for the Florida Land and Immigration Company ; co-partner with Mr. Williams in a land agency, Williams and Swann ; agent for the Florida Town Improvement Company, and perhaps most important, special agent for the Trustees of the Internal Improvement Fund in the sale of a huge tract of land.

The selection of swamp and overflowed lands for the state began in March 1871, when the Trustees of the Internal Improvement Fund approved a proposition submitted by Mr. Swann and Mr. Williams. They agreed to select, locate, and sell the state lands and to furnish all tract books and maps necessary. The compensation for this service was two cents an acre, to be paid, as the selections were returned to the land office, with a two per cent deduction for cash. In lieu of cash, they agreed to take the amount due in lands at one dollar an acre. The contract made by Mr. Swann and Mr. Williams with the trustees terminated on April 4, 1872, and the amount of land selected was 2,312,512.81 acres. They received \$19,349 in land deeds and certificates, leaving a balance of \$26,900.63 due them. A resolution was passed by the Trustees of the Internal Improvement Fund to allow them deeds for \$16,900 as demanded. It also conveyed to them the balance of 10,000 acres whenever the necessary tract books

and evidence of the success of their work was submitted. The balance due was not settled until 1880 for the lands had to be approved by the Department of the Interior in Washington, D. C.

To continue the selection, location, and sale of state lands, Samuel A. Swann, M. A. Williams, and Hugh A. Corley were appointed agents for the Trustees of the Internal Improvement Fund on July 14, 1873. They were allowed a commission of ten per cent on the first \$10,000 worth of lands they selected, eight per cent on the next \$5,000 worth, six per cent on the next \$5,000 worth, and five per cent on the balance, with no commission on the sales of land in tracts of 160 acres or less.¹⁴ The land selections from 1873 to 1877 when the contract closed, amounted to 1,552,098.63 acres, but only 896,915 acres were approved to the state by the General Land Office in Washington, D. C.

In connection with his land sales, whether for the state, private companies, individuals, or his own lands, Mr. Swann was interested in the colonization plan for selling the tracts. He considered this method advantageous because large tracts of land would be sold, a better selected group could be acquired, and a more stable population maintained; also settlement in groups could be made more attractive to the prospective purchasers of the land. He favored foreign as well as domestic immigration of the more desirable class.

A private land company interested in colonization was the Florida Land and Immigration Company for which Mr. Swann was land commissioner. The company owned about 421,000 acres of land in even sections along the line of the former Flor-

14. *Minutes of the Board of Trustees of the Internal Improvement Fund of the State of Florida*, published under authority of the Board, Tallahassee, I. B. Hilson, State Printer, Vol. 2, p.96.

ida Railroad from Fernandina to Cedar Key. In 1872 a plan for selling the land through land floats or warrants was formulated, Mr. Swann being instrumental in making the arrangement. The land floats represented forty acres of land and sold for fifty dollars. The purchaser was entitled to locate his land within two years after the purchase, on any division of the company's lands. In this way, the purchaser did not buy a specific portion of land, but the float secured to him any land he might choose to select. Rebates in transportation by both water and rail were offered the settlers. Branch offices for the sale of the floats were maintained in New York and Chicago, and authorized agents traveled through various sections of the country to promote the land sales. With the idea of placing the advantages of Florida before prospective purchasers, Mr. Swann carried on an extensive correspondence with various business concerns and private individuals in the North and West. The company was not a speculative concern, and precautions were taken to keep that status. Mr. Swann cautioned one of the agents, Mr. Oliver of New York, in June 1878, "Be sure to sell no float to anyone in Florida . . . object . . . to secure new settlers and not to encourage speculation in old residents."¹⁵ The holdings of the Florida Land and Immigration Company were apparently disposed of to a Northern concern by 1884.

Mr. Swann's comments regarding the condition of the lands through the state for settlement and the extent of land sales and development of the various sections through the period of the 1870's are interesting. Of the western part of peninsular

15. Swann, *Letter Book, March-July, 1876*, p.360.

Florida he wrote in August 1871 to Fred E. Sampson, Cincinnati, Ohio :

The lands along the "Wacassasca" some seven miles from the Keys on the "Suwannee River" are places as valuable as any in the country. The lands on the Keys are mostly in the hands of private parties and is not desirable except as isolated points of residence. There is no high land outside of the little town of Cedar Keys, on Way Key. You will see from map that the main land-several miles distant, is separated from the town by a salt marsh. ¹⁶

Concerning the Kissimmee river and Lake Okechobee sections, Mr. Swann wrote Colonel Finegan at Tallahassee in October, 1871:

The annual inundation is one of the causes of why there is no growth and although lands of this character may have been dry at the time of the survey, we will guarantee that there was plenty of evidence that in rainy seasons such lands are covered with water, or at least, that they are too wet for cultivation. The truth is that the whole of South Florida, not embraced in sand Hills and a few ridges and Hammocks, is subject to annual overflow and totally unfit for cultivation and moreover never can be cultivated without drainage. ¹⁷

By 1875 the settlement of the northern part of peninsular Florida was apparently increasing. Of this Mr. Swann wrote Mr. M. D. Rising of Starke, Florida :

Orange County seems to be attracting more attention than any other portion of the State

16. Swann, *Letter Book*, 1871, p.73f.

17. *Ibid.*, p.308.

and these lands are held at from \$10 to \$50 per acre for selected tracts. This Section is far more accessible than the Indian River Country, and more people are going there from all parts of the Country. The best State and United States lands have been culled out and selected by parties living there or who are holding out for speculation.¹⁸

Settlers were also locating on the west coast of Florida, for Mr. Swann informed Mr. Peter Papin of Port Royal, South Carolina, in October, 1875:

There is quite a settlement on the river; at Fort Myers and some twenty to thirty families between this point and Fort Thompson at the falls of the river. . . . The land immediately on the river and for some miles back is well timbered, soil in some places the best in the state. . . . There are no other improvements at Punta Rassa but the telegraph office and the warehouse and wharf for shipping cattle. This is the most desirable sort of country for cultivation of all products necessary to South Florida and for the shipping of cross-ties for the Cuban and Texas markets, for cattle, etc.¹⁹

Dade county in 1875 had been surveyed, but the lands had not been confirmed and given over, to the state by the United States government. However, settlement was made on the lands, as they were open for homestead entry. Mr. Swann explained this, stating :

In the meantime, they are open to Homestead entry and sold as such by the United States government only to actual settlers, There are also large quantities of United States

18. Swann, *Letter Book, September-November, 1875*, p.16.

19. Swann, *Letter Book, September-November, 1871*, p.183.

Government lands. . . . We however, have no control over United States Lands but are agents only for State and Improved lands. . . . In the general rush to this state, we know of no section more popular than the Indian River country, and in consequence the choice of United States selections immediately contiguous to navigation have been taken up. Government land can be entered for homestead at seven dollars per forty acres, and \$14.50 for eighty acres.²⁰

Land in large tracts was mostly given over to the timber and naval stores industries. Mr. Swann recommended this work to a business acquaintance and stated that, if he "contemplated going into mill or timber business (which now pays handsomely and is becoming the most important feature in Florida)", he should avail himself of some timber land immediately. He cited the Yellow Water and West Black creek area in northeast Florida as excellent :

Each section contains 640 acres and is divided into sixteen parts of forty acres each. These Sections will average in mill timber, from 700,000 to 1,200,000 feet to the section, and the timber containing so much larger proportion of heart than logs cut further north, will produce at least one third more merchantable sawed stuff than logs of the same size shipped from Virginia and North Carolina.²¹

In September 1871 Mr. Swann wrote to Mr. Upchurch at Callahan, Florida :

Turpentine is now selling very high-from sixty to sixty three cents per gallon and every

20. Swann, *Letter Book, June-September, 1875*, p.219.

21. Swann, *Letter Book, 1871*, p.84.

indication leads me to think it will continue to rule high for at least two to three years as the supply has so fallen off in North Carolina and elsewhere. Lands for turpentine and lumber are getting very scarce.²²

Tracts containing timber were often leased, the lessee being allowed to cut the timber or stumpage, as it was called. Mr. Swann was authorized to lease land belonging to the Florida Land and Immigration Company for stumpage. Of this he wrote in September, 1871, to Mr. Wiley Hicks at Waldo, Florida :

My instructions with regard to stumpage are these. The pine timber on any of these lands can be cut by parties applying for same, paying in advance \$1.25 per 1,000 feet on such sections as may be selected-estimating the section to contain the low average of 640,000 feet.²³

There were also a number of steam saw mills in operation throughout the state. Along the line of the former Florida Railroad from one to three good steam saw mills for each settlement were located at St. Marys, Port Henry or Old Town, Charles Bluff, Swann's Brickyard Bluff, German-town, Woodstock Village, King's Ferry, Orange Bluff and Coleraine.²⁴

In peninsular Florida, stock-raising was a coming industry. Of it Mr. Swann wrote in November 1875 :

Stock-raising, in the isolated counties of Polk, Volusia, Brevard, and Manatee together with the southern part of Orange and Sumter,

22. *Ibid.*, p.280.

23. *Ibid.*, p.131.

24. Swann, *Letter Book, June-September, 1875*, p.234.

is conducted on as successful (although not so large) a scale as in Texas, but the parties engaged in it are rough fellows, who lead a wild but rather independent life. Shipments are made principally from Tampa and Punta Rassa to Cuba but dealers frequently drive their cattle to points on line of railroad for shipment to this point and also drive across into Georgia. . . . Cattle men regard the vast area of wild lands in the Counties named as free to all and by common consent they divide thousands of acres between themselves and they move from point to point as fast as encroached upon by settlers.²⁵

Probably the most important undertaking to which Mr. Swann was entrusted was that of special agent for the Trustees of the Internal Improvement Fund. His appointment to negotiate the sale of three million acres of state lands was approved by the trustees in April 1877. The circumstances compelling the sale arose from the results of a law suit brought by Francis Vose of New York, one of the first mortgage bondholders of the Florida Railroad Company. As previously referred to, the Trustees of the Internal Improvement Fund were forced in 1866 to seize the Florida Railroad and offer it for sale to the highest bidder. The road was sold for cash and the money was used to pay the holders of the first mortgage bonds. In liquidating the company, only twenty per cent was realized on each bond, and some of the bondholders refused to accept that settlement, among them being Mr. Vose who owned 195 bonds and who held out for full payment. A law suit was brought against the trustees by Mr. Vose and the case was heard in 1871 in the Fifth Circuit Court

25. Swann, *Letter Book*, September-November, 1875, pp.304-306.

of the Northern District of Florida. The court ruled in favor of Mr. Vose and issued an injunction forbidding the trustees from granting any state lands for internal improvements until the amount due Mr. Vose was paid.

As a result of the injunction, any efforts at internal improvements, such as the construction of railroads or drainage projects were at a standstill. Usually, any such work was subsidized by the state in lands which the companies could use as security or from which they could utilize the proceeds of the sales in getting a start. In order to relieve the situation, and to secure money to pay Mr. Vose's claim and other expenses, the Board formulated a plan to facilitate the land sales. The plan was to issue land warrants authorizing the holder to locate the quantity of land specified upon any of the unsold and unappropriated lands granted to the state. The warrants were issued for forty acres, 160 acres, and 640 acres, to the quantity of two million acres, of which one million was to be in warrants of forty acres and the other million in warrants of 160 and 640 acres.

On April 27, 1877 Mr. Swann was appointed special agent for the Board of Trustees for the negotiation of the land warrants. Instead of selling the land warrants, the lands themselves could be sold in quantities of not less than one million acres and not more than three million acres at no less than thirty cents an acre. For the sale of lands in large quantities, Mr. Swann's commission fee was to be three cents an acre. All sales were to be for cash.

To secure a market for the lands, Mr. Swann left for England about the middle of May 1877. After some negotiation he entered into a contract on August 17, 1877 with John T. Drew, attorney for Francis Vose, for the sale of three million

acres to Judge H. Fry and associates at thirty cents an acre. This contract was disapproved by the Board of Trustees on October 17, 1877. The rejection arose from the fact that use, as negotiable paper, of the bonds and coupons held by Mr. Vose was included in the purchase price. Since the sale of the lands, according to the court order, could be made only for cash, the contract was refused by the Board.

A project which had been the hope of many enterprising individuals at various times during the development of Florida was that of a ship canal across the state. Incorporated in the plan for the land sale to Judge Fry was an arrangement for a canal. The project failed, for the parties interested could not raise the money to finance it. The Board of Trustees was fortunate in having as its special agent a man of Mr. Swann's character, for evidence of his integrity is found in a letter of November 1877. In it he declared:

I am sorry you speak of *my* share in profits, etc. growing out of the Canal project, as I could *under no* consideration ever become interested directly or indirectly in anything outside of my legitimate commission to be paid by the State out of the sale of the lands. ²⁶

Although Mr. Swann made no sale of the lands during the time he was in England, he made a number of contacts which later proved valuable. A retarding influence affecting his efforts was the unfavorable economic and political conditions. The London press was also antagonistic to the sale of lands in the United States to English purchasers. This was due to an impression that no valid title could be made to the lands by the trustees unless

26. Swann, *Letter Book, July-November, 1877*, p.178.

the Vose decree was satisfied. Having found no immediate opportunity for selling the lands in Europe, Mr. Swann returned to New York early in 1878. While in New York, he publicized the undertaking and interested certain men through whom future negotiations were made. At the end of March 1878 he returned to Fernandina.

In August 1878 he negotiated with Benjamin J. Hilton of New York for the purchase of the three million acres of land and the organization of a canal enterprise. Difficulty arose because Mr. Hilton wished to secure a charter before completing the financial arrangements to pay for the lands. As Mr. Swann wrote Hugh A. Corley of Tallahassee in December 1878 : "But they-like Judge Fry and others meet you with the counter assurance that a *charter is absolutely necessary* for the raising of the funds." ²⁷ Consequently, the transaction did not materialize.

The terms of sale of the three million acres of land were modified by the Trustees of the Internal Improvement Fund in April 1880. A plan of deferred payments covering a period of two years was formulated. This plan was extended for another six months in March 1880. Mr. Swann's powers as special agent for the board were renewed, as had been done in 1878 and 1879. The board also provided that the three million acres of land could be sold in bodies of 10,000 acres instead of in tracts of 25,000 acres as formerly planned.

Important negotiations for the lands were carried on between Mr. Swann and James Hastings and associates of London. He had contacted Mr. Hastings while he was abroad and had interested him in promoting a sale among his English friends.

27. Swann, *Letter Book, December, 1878-March, 1879*, p.58.

In order to facilitate a transaction, the trustees had, at the request of Mr. Swann, delegated the power of attorney to Mr. Hastings for the closing of the sale. The arrangement was completed by Mr. Hastings and presented by him and Mr. Swann to the board in June 1880. However, it provided that six months were to be allowed for the investigation of the title and for such preliminaries as were necessary. Since the term of the trustees had almost expired and they were not willing to bind their successors to the carrying out of the contract, any direct action on it was delayed. As a consequence, most of the London men withdrew, and a new combination of prospective purchasers had to be assembled.

In January 1881 Mr. Swann presented to the board a further proposition from Mr. Hastings and his associates in which they asked for a renewal of the authority granted to transact the sale. This was acceptable to the board. On March 19, 1881 Mr. Swann issued Mr. Hastings a full power of attorney authorizing him to organize a syndicate for the purpose of selling the lands.²⁸ Steady progress toward perfecting the organization was made, and as Mr. Swann stated, “. . . a cable was sent by them April 11th accepting the conditions imposed by the resolution of the board referred to which was that the first or twenty per cent payment was to be made on or before July 1, 1881’.”²⁹

Mr. Swann, on May 21, wrote his London friends to complete their arrangements as soon as possible as propositions from others in this country were being made. Because of the apparent importance of these propositions, Mr. Swann went to New York in the early part of May 1881. He found that men in New York and Philadelphia were

28. Swann, *Letter Book, April-September, 1881*, p.428.

29. Swann, *Letter Book, April-September, 1881*, p.431.

making overtures for the purpose of purchasing the land. Also, the owners of the Vose claim had bought up nearly all the outstanding claims and thus, being owners of about \$750,000 worth of judgments, proposed to take the lands themselves.³⁰

In the meantime, however, Mr. Hastings and his associates had quickly perfected their financial arrangements and on May 16, 1881 had cabled Mr. Swann the word "Successful". Being in New York, Mr. Swann did not get the cable until May 24, and he then promptly forwarded it and the accompanying letter to Tallahassee requesting the board to wire him what action to take. He received no reply until May 31 when he had a dispatch from Mr. Corley stating, "Four million contract with Philadelphia parties accepted." This was a staggering shock to Mr. Swann and he was forced to suspend the contract with Mr. Hastings just as he had considered it successfully closed. Needless to say, Mr. Hastings and his associates were extremely disgruntled as they had spent time and money preparatory to purchasing the lands. The turn of affairs was a great disappointment to Mr. Swann for after all his successful efforts in making the sale he was deprived of his commission. On three million acres, this would have amounted to \$90,000 and on four million acres, would have been \$120,000.

The sale referred to by Mr. Corley was the contract with Mr. Hamilton Disston of Philadelphia which called for the payment of a million dollars for four million acres of land, Mr. Disston paid \$500,000 in currency except for \$15,000 in coupons. The remainder of the obligation he turned over to English and Dutch capitalists represented by Sir Edward J. Reed and Dr. Wertheim. With the payment of the million dollars for the

30. Swann, *Letter Book, January-June, 1881*, p.448.

lands, the Vose claim was satisfied, the litigation over the lands was concluded, and Florida could proceed without hindrance in its development and expansion. Regarding the sale, Mr. Swann commented in a letter to General Jackson of Savannah, Georgia, "I will add that I highly approve the sale made to Hamilton Disston and feel well assured that it will result beneficially to the State."³¹

Pending the negotiation with Mr. Hastings and his associates, and with the idea of putting through a sale of lands, Mr. Swann renewed contact, in New York, with Mr. William Little. Through him, a sale was effected and closed for a million acres of land at forty cents an acre. Mr. Swann then communicated with the trustees, and three days after hearing nothing from them, he received the certified checks for the cash portion of the lands purchased. He receipted them and telegraphed the trustees on May 27, 1881 that \$110,000 had been deposited in a New York bank. To this message, Mr. Swann received no reply and he wired again on May 31. In answer, he was informed of the sale of the lands to Mr. Disston. Mr. Swann then was obligated to notify Mr. Little and provide for immediate return of the money.

After the trustees had rejected the propositions made by Mr. Swann through James Hastings and William Little, another attempt at a land sale was made. During the time the board was further considering the Disston proposition, Mr. Swann was informed the plan might not materialize. Consequently, on June 14, 1881 he offered the board a contract from C. D. Willard who offered to buy four million acres of land at twenty-six cents an

31. Swann, *Letter Book, April-September, 1881*, p.435.

For an account of this sale see T. F. Davis: "The Disston Land Purchase" in this *Quarterly* XVII, 200 (Jan: 1939).

acre, net to the state, being \$40,000 in excess of any other bid and all payable in thirty days.³² This was rejected by the board since the other negotiation had been put through.

The negotiation of the Disston contract by the board was a tremendous loss to Mr. Swann in many ways. He had spent his time, money and effort almost to the exclusion of his other business interests for nearly five years with the idea of making a sale of the lands and receiving his commission of three cents an acre. It was a great disappointment to him, since he had effected two sales and the money required for payment was available. It is a matter of conjecture as to the outcome of his efforts had the cable from James Hastings reached him earlier in May. In view of the fact that he was authorized by the board as their special agent to make the land sale, and had conscientiously performed his duties, Mr. Swann felt he should at least receive an amount commensurate with his expenses. Consequently, he presented his claim to the board on July 11, 1881 but on receiving no satisfaction took the matter to court. However, a compromise was made, and in December 1883 the board allowed him \$20,000. This was a small compensation, for the amount realized by Mr. Swann individually was about \$4,000 for five years service.

When his work as special agent for the trustees was completed Mr. Swann turned his attention to his own private business. As early as 1877 he wished to concentrate his interests in local matters by selling what land he owned in other counties and investing in Fernandina property. This was accomplished for he disposed of much of his holdings. However, by the end of 1885 Mr. Swann

31. Swann, *Letter Book*, April-September, 1881, p.434.

and M. A. Williams became interested in a large tract of land between Fernandina and Gainesville and another in Levy county, a total of 309,000 acres for which they paid \$101,800 in two installments.³³ These lands included 36,000 acres in Nassau county, 6,000 acres in Duval county, 7,000 acres in Baker county, 33,000 acres in Bradford county, 17,000 acres in Clay county, 44,000 acres in Alachua county, and 157,000 acres in Levy county, containing large tracts of pine, cypress and hardwoods as well as hammock and agricultural lands.³⁴ Some of the tracts in Levy county were rich in phosphorus deposits which later proved valuable. In 1888 Mr. Williams passed away and Mr. Swann carried on the land sales together with Mr. Williams's son. Of the lands purchased in 1885, 100,889.44 acres were sold by April 1888. In 1891 Mr. Swann went to Europe to seek buyers for the lands remaining but his efforts did not result in any completed contracts. However, as much of the land he owned was heavily wooded, Mr. Swann sold a large quantity of timber for logs and cross-ties. He also leased some lands to turpentine dealers, but as he stated in a letter of November 1889 to Messrs. McNeil and Paxton, "I always feel scarey of you turpentine operators. My experience has shown that they are great trespassers-ruin one's timberland and generally get into trouble before they have operated three years."³⁵

Although Mr. Swann did not sell any extensive areas of his lands, he made a number of transactions of large tracts. These went mostly to lumber dealers in Detroit, Bay City, Grand Rapids, and other cities in Michigan. By the spring of

33. Swann, *Letter Book, September, 1890-May, 1891*, p.375.

34. Swann, *Letter Book, October, 1887-January 1881*, p.338.

35. Swann, *Letter Book, April-July, 1889*, p.467.

1901 his lands were reduced to scattered parcels, about 20,000 acres in all in Alachua, Bradford, Clay, Duval and Nassau counties, and 23,000 acres in the Gulf hammock of Levy county. Later, he succeeded in interesting men from the middle west in a tract of about 20,000 acres of the Levy county lands. He also owned property consisting of lots and ocean frontage in and about Fernandina.

Among the owners of property in and adjoining Fernandina were two land companies, the Florida Town Improvement Company and the Fernandina Development Company. Mr. Swann was land commissioner for both organizations. In 1901 the holdings of these companies were sold to Fred W. Hoyt for a total of \$94,000.³⁶ Mr. Hoyt contemplated building a railroad to Fernandina from some of the cities in Georgia and enthusiasm over the plan was high. Mr. Swann was greatly interested in the advantages it would secure for Fernandina, and took an active part in promoting the project. However, due to economic conditions and other railroad developments in Florida at that time, the plan was discarded.

The development and expansion of Fernandina was foremost with Mr. Swann. He had unbounded faith in its possibilities as a commercial and business center, as a seaport, as a winter resort, as well as being a pleasant and desirable place of residence. He was deeply interested in all civic matters and contributed generously of his time and money to all worthwhile projects for Fernandina. One of his contributions to the city was a reading room, as well as a gymnasium and kitchen for the young people, the latter two being furnished at his own expense. These facilities were located on the upper floor of his business building at the corner

36. Swann, *Letter Book*, August, 1901-May, 1902, p.101.

of Center and Fourth streets. The reading room and library has continued in its service. He also worked tirelessly for St. Peter's Episcopal church of which he was one of the founders. He served as warden for many years, acted in an advisory capacity, and was actuary of the Episcopal diocese of Florida. He also donated generously to the church. His private philanthropies were many and scarcely a favor asked of him was refused. He was not interested in seeking any public office nor in receiving public acclaim.

In January 1909 Mr. Swann went to Baltimore with his son and while there submitted to an operation for an illness from which he had suffered for many years. During the following summer he went to Greenwich, Connecticut, for a visit with his daughter, and on August 26, 1909 the life of one of Florida's most loyal and conscientious supporters came to its end.