## Arthur J. Galt

# AND THE PURCHASE OF THE "GALT OCEAN MILE"

#### by Joe Knetsch

Many things have been written about the purchase of one of Broward County's landmark areas, the Galt Ocean Mile, and most of them have been wrong. In almost every case, the errors have resulted from lack of documentation and the faulty memories of those who often wanted to appear to be "in the know." Historians. relying on pioneer testimony or newspaper rumors, have picked up these mistakes and passed them on to today's generation. With the opening of the "Model Land Company Papers" at the University of Miami's Richter Library, a more correct, though certainly not final, interpretation can be offered. Based upon information gathered from letters and telegrams found in this important collection, we can state plainly that the tract of land known as the "Galt Ocean Mile" was not purchased in one block; that the land was not purchased for one dollar per acre; that most of the initial arrangements were made through Arthur T. Galt's law partner Hugh Taylor Birch; that most of the first sales took place in 1917 rather than 1911 as has been alleged; and finally that Galt bought most of the property sight unseen and relied heavily on the opinion of Mr. Birch.

Much of the land purchased by Mr. Galt, in the first installments of his growing Florida estate, had been the property of another pioneer effort in Broward County, the nineteenth century coconut plantation of E. T. Field and Ezra A. Osborn. The first mention of "your friend," Mr. Galt, in the correspondence between Hugh Taylor Birch and Frederick Morse, the agent for several large land companies operating in southeast Florida during the opening decades of the twentieth century, appears in Morse's March 19, 1917 letter concerning the possible purchase of land in the old coconut plantation. The paragraph in which this reference occurs is worth quoting:

I had a talk with Mr. Field but could not get the reduction in price you wanted, but your friend wants Lot 5 of Section 30-49-43, containing 36 acres, at \$150.00 an acre[.] I think it might be advisable for him to make a cash

Well known to residents and visitors alike for its impressive row of highrise, beachfront buildings, the Galt Ocean Mile has had a long and interesting, if often misunderstood, history. By researching primary documents in the Model Land Company papers, Joe Knetsch corrects many misconceptions about the purchase of the property by Arthur T. Galt, and explains its connections to such prominent figures as Hugh Tay-

lor Birch, George L. Bradley, Frederick S. Morse, P. A. Cunningham, E. T. Field, and Ezra A. Osborn.

Dr. Knetsch, a frequent contributor to Broward Legacy, is a former Broward County Historical Commissioner. He is currently Vice-President of the Florida Historical Society and lives in Tallahassee, where he serves as historian with the Florida Department of Environmental Protection. offer of \$150.00 an acre for the same. Mr. Field now has Lots 1 and 3 of Section 31-49-43 quoted for \$179.00.1

So much for the old story of paying \$1.00 per acre, which has often been claimed for land purchases in this area. Lots 1 and 3 in Section 31, and Lot 5 in Section 30 are all prime beachfront lots containing approximately eighty acres in all. Field was probably well aware of the growth of the area and shared with A. H. Sawyer, president of the Boston and Florida Atlantic Coast Land Company (the land sales arm of the old Florida Coast Line Canal and Transportation Company) the idea that "within a comparatively short time the rock road may follow the sea shore clear to Miami Beach and what appears to be very wild land now may prove much more valuable."2 This rock road, the precursor of today's Highway A-1-A, would be built on lands along the ridge in the area once thought to be prime coconut growing land.

Sawyer's interests, and they were many, included lands owned by the New River Land Trust, the Lake Worth Land Trust, and the Florida Coast Line Canal and Transportation Company, in addition to the Boston and Florida Atlantic Coast Land Company (itself one of the many manifestations of the land companies formed to sell the lands granted to the canal company). Sawyer, who had followed his father as president of the land company, was a prominent Boston banker who had also inherited the duties of trustee of the two aforementioned trusts.

The trusts had been created by George L. Bradley, the major financial backer of the canal project, as a means of sheltering his wealth and protecting his heirs. Bradley had organized the New England Telephone Company in 1876 and the National Bell Telephone Company the following year. In 1883, he had become interested in and reorganized the Mergenthaler Linotype Company, which added to his rapidly increasing fortune. He soon began investing his wealth in the Florida Coast Line Canal and Transportation Com-

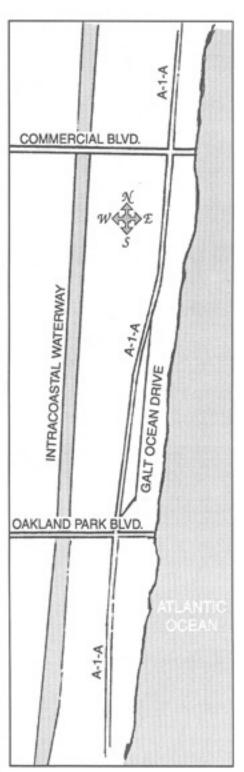
pany, the firm which was constructing the Florida East Coast Canal.
The State of Florida granted alternate sections of swamp and overflowed lands along the canal route to
the company as its major incentive
for completing the waterway.

Large tracts of these lands were in turn given to Bradley in return for his loans to the company, which experienced ongoing financial trouble. This land became the basis for the two Florida trusts which Bradley set up for his heirs and which, after his death, became the Rhode Island Hospital Trust Company. Sawyer's handling of the two trusts' land holdings relied heavily on the salesmanship of Frederick Morse, who contacted Birch about the possibility of selling the trusts' lands in the Fort Lauderdale vicinity.

In negotiating with Birch, Morse wrote frequently to Sawyer. On March 10, 1917, he penned the following short letter:

A friend of Mr. Hugh Birch is trying to buy an Ocean Front place from us and we have quoted the swamp lands lying between it and the canal, being the W 1/2 of SW 1/4 of Section 30-49-43, containing 80 acres, belonging to the Boston Company, and Lot 8





At left is Florida East Coast Canal investor George L. Bradley, and above is a map showing the location of the Galt purchases.



Mr. and Mrs. Hugh Taylor Birch (courtesy of Fort Lauderdale Historical Society).

of Section 25-49-42, containing 19.30 acres, belonging to the New River Land Trust, at \$10.00 an acre, which, I believe, will be satisfactory to you.

Morse had already written to Birch on February 19, stating, "I can see no reason why I cannot secure the land for you lying between this lot (Number 5, Section 30-49-43) and New River Sound, which is practically the route of the canal and contains 99.30 acres at \$10.00 an acre but would have to get Mr. Sawyer to agree to the price."5 Before Birch or Galt could use such land, however, some drastic changes would have to be made, primarily filling and draining. In the meantime, Galt bought Lot 8 of Section 25-49-42 from the New River Land Trust and completed the acquisition of the West 1/2 of the Southwest 1/4 of Section 30-49-43 from the Boston Company. The deeds were to be made to Arthur T. Galt and Ida Cook Galt, his wife, as joint tenants, not as tenants in common, as an earlier draft of the deed had apparently stated.<sup>6</sup> With the purchase of these parcels, much of the southern portion of the "Galt Ocean Mile" was begun in earnest.

Some of the more technical details of the title work, most important for the correct completion of a legal sale and description of land, quickly attracted the attention of both Birch and Galt. One of the first things noticed by the two Chicago attorneys was the fact that no proof of heirship had been provided for by the representatives of Ezra A. Osborn. However, Birch was willing to accept the word of Osborn's former partner, E. T. Field, as ample proof until written evidence could be provided.

In a letter of March 26, 1917, addressed to the Broward County Abstract and Title Company, a number of details were noted by the purchasers, including the fact that a copy of the patent from the federal government to the State of Florida, the very first link in the chain of title for State of Florida deeds, was not recorded in Broward County, thereby making all

subsequent abstracts and titles suspect. They also noted that there was confusion between the New River Land Trust and the Lake Worth Land Trust and that the wrong trust had been noted in the draft deed for some of the property. The buyers, quite properly, questioned the absence of the will of the late George L. Bradley, which conveyed the property of the two trusts to the current owners. and they stated the need for a properly recorded document to show a complete transfer of property.8 Although these appear to be minor errors of omission, they were, and are, important for a proper and legal transfer of property. Without a clear chain of title, there would be a clouded title which would jeopardize any future sale of the land.

Arthur T. Galt had other major concerns with the titles to certain lands he wished to purchase. One of the most important was obtaining a copy of the articles of incorporation of the Boston Company and the Canal Company. Morse had had Judge H. F. Atkinson explain to Galt the powers of corporations under Florida law because the latter had noted a number of differences in this regard between the laws of Illinois and those of Florida. The firm of Galt, Birch, and Galt was very familiar with Illinois corporate law, being the representatives of the Chicago Tribune and the Chicago stock yards.9 Galt particularly wished to know the extent of the right-of-way for the Florida East Coast Canal and the powers vested in the company for purposes of expansion, owning and selling of property, as well as the ability of the corporation to hold property in its own name, a privilege forbidden by the Illinois law of that day.

To facilitate the sale of lands to Galt and Birch, Frederick Morse considered "having a printed abstract made of the Boston Company lands," because, he stated, "nearly all buyers now-a-days want an abstract of title and the many entries bring the cost up to some Fifteen Dollars." In an April 24, 1917 letter to Galt, Morse assured the prospective buyer that all the documents he had inquired about were on the way via Mr. Sawyer's office, and that he, Morse, would look

into the purchase of all of Section 19, Township 49 South, Range 43 East, east of the canal, as soon as time permitted. Morse advised Galt of his intention to look at the land because the Canal Company held the east half while the Model Land Company, the largest and most active of the Flagler System's land companies, owned the west half. It must have seemed to Morse that Mr. Galt was simply full of questions concerning the ownership of land and a corporation's powers to hold, sell, and buy real estate in Florida.

On April 11, 1917, Galt wrote Morse that he had received the abstract of the property but immediately noted that the document showed no evidence of the ability of the Canal Company or the Boston Company to hold, buy, or sell real estate. He requested that Morse send Birch a copy of the abstract and deeds accompanied by a certification by the title company that the corporations did indeed have such powers. He also requested tax receipts for the property, or if Morse had paid them, a simple corporate statement that taxes had been paid to date.

Galt also informed Morse of his plan for expansion to the north; essentially, he wished to continue buying along the beach to the north and have the canal as his western boundary. He liked to own contiguous properties. As he stated:

I should be glad to buy all east of the canal at your price of \$10.00 an acre, being sure to have the canal as the West border of the land bought. I know nothing about the character of the land & that west of the canal may be better than that east but I don't care to have any land that I might buy separated by the natural barrier of the water. From the map, the canal seems to divide the tract into two 80 acre pieces, I should be willing to pay \$800.00 for that part east of the canal ..."

This strategy of land purchase thus put Galt in line to buy property from another pioneer real estate investor in Broward County, P. A. Cunningham. The Cunningham heirs owned Lots 1 and 2 in Section

### Fred'k S. Morse

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Above is an advertisement from a December 1914 issue of the *Miami Metropolis*, showing Frederick Morse's many real estate concerns, and below is a letter from Hugh Taylor Birch to Morse on behalf of Galt's interest in acquiring Broward County land (letter courtesy of University of Miami, Richter Library).

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19, Township 49 South, Range 43
East — Lot 1 being the beachfront
lot and Lot 2 that which bordered the
canal. In his letter of April 11, Galt
informed Morse that his sister had
tried to buy these lots earlier, but the
Cunninghams had backed out and
had raised the price, which Galt considered too high for the locality. He
was, however, now willing to offer

\$2,000.00 for the lots. He was in no hurry, he informed the agent, because, "... it will be many years before I can use it at all," and, he added, "I don't want to lay out a large sum to pay taxes on." Galt also let Morse know that Mr. Birch had complete faith in him to carry out Galt's attempted deal on the property, and authorized Morse to offer \$2,000.00

for the lots, provided he also inform the Cunningham heirs that they had offered the same land for \$1,200.00 previously. In a final note, Galt also demonstrated his understanding of the world situation as it related to his land purchases: ". . . then, too, with the war & the uncertainties at hand, I think the cash might be interesting."<sup>14</sup>

The Cunningham lots would prove to be more difficult to buy than had been anticipated by Morse and Birch. Birch, in his Chicago friend's interest, encouraged Morse to pursue the acquisition: "I hope every thing can be done to please Mr. Galt as he is very much interested in the location and full of enthusiasm for Florida generally & he has relatives who may come in when they see the country." 15

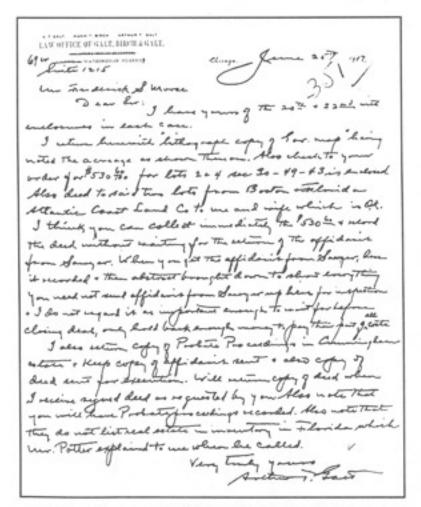
The title search done on the Cunningham property revealed something very interesting from a land acquisition perspective. Although the Cunningham family had received deeds from the State of Florida, the state itself had not received patents from the United States for the land in question. The land, by general description, fit the requirements for patent to the state under the terms of the Swamp and Overflowed Lands Act of 1850. According to these terms, fifty percent or more of the subject property had to be covered with water, but capable of being drained and made cultivatable. The state had selected the Cunningham property for inclusion in a list of lands sent to the General Land Office in Washington, and the list had been approved, but the State of Florida had not yet received the patent to this land and therefore did not have clear title, a situation which would cause probable delays for a

third party such as Arthur Galt seeking to purchase the property. Recognizing this problem, Morse advised Galt that he would wait to offer the \$2,000.00 until the patent had been issued to the State of Florida.<sup>16</sup> While the negotiations for the

Cunningham lots proceeded, Arthur Galt did not let his agent rest idly. At the same time, Galt was asking Morse to check with Sawyer in regard to buying Lots 2 and 4 of Section 30, Township 49 South, Range 43 East. He also sought to purchase the East 1/2 of the Northwest 1/4 of Section 19, Township 49 South, Range 43 East. In each case, Galt offered the same price he had paid for similar land purchased from the Boston Company, \$10.00 per acre. Again, the watch word for the purchase of these lots, all of which bordered on the East Coast Canal, was that they must, indeed, reach the canal, the self-defined western boundary of Galt's acquired property. If the desired tracts did not reach the canal, Galt authorized Morse to contact the Model Land Company, which was thought to own the necessary pieces to carry the tracts to the canal.17

Even without the clear title to the property, Galt encouraged Morse to continue the negotiations for the Cunningham lots. Of course, he wanted a clear title to the land once the purchase was completed, but was willing to negotiate in the meantime.18 Morse, who had everything to gain from continued negotiations for the Cunningham lots, was very agreeable in pursuing the elusive deal. 19 In trying to convince the Cunningham heirs to sell the land, Galt authorized Morse to up the ante a little, to \$1,000.00 cash and \$1,250.00 over five years at four percent interest secured by a mortgage on the property. However, learning from past experience, Galt warned:

If they are willing to sell either way, I want you if you can easily get them to accept in writing signed by all the heirs, as they went back on their word to my sisters & I don't want to get the money ready for them & then have them repudiate their



Letter from Arthur T. Galt to Frederick Morse on the letterhead of the Galt, Birch & Galt law firm (courtesy of University of Miami, Richter Library).

agreement with me. If it would require some trouble on your part to get them all to sign then have them all sign the deed as soon as possible & place it in your hands

On May 25, 1917, Morse informed Mrs. E. J. Solary of Jacksonville, the principal heir, that Galt had renewed his offer of \$2,000.00 cash or the installment plan outlined above. As Morse detailed the proposal to Mrs. Solary, "From this offer you would have to deduct 10% commission to us for making the sale, making it net you \$1800.00 for the cash sale and \$2025.00 for the time sale." Either way the property was sold, Mrs. Solary would net more money than if she had sold earlier to Galt's sisters.

Galt had many questions regarding the property owned by the Cunningham heirs, and on June 4, 1917, he sent Morse a long letter detailing the items he wished to have checked or included in any final sale documents and recordings. Among the many documents he wanted to obtain and have recorded in Broward County were the affidavits of the heirs describing the property and statements declaring that no one else had any interest in the property. He also requested a copy of the General Land Office's letter of approval for the list of lands submitted by the State, copies of the patents from the United States to the State of Florida, and, of course, copies of the documents of sale from the State of Florida to P. A. Cunningham.22 Other requirements from the heirs, such as letters of probate, further complicated Morse's work. Nevertheless, by the end of July, the deed from the Cunningham heirs had been delivered, along with all of the other documents demanded by Galt, and the property was officially in his hands.23

The core of the "Galt Ocean Mile" was completed with the acquisition of the Cunningham property. There remained, of course, other smaller purchases to round out the final holdings. However, the total time of the sales which netted Galt this fabulous property was less than one year. His purchases largely depended upon the continuous efforts

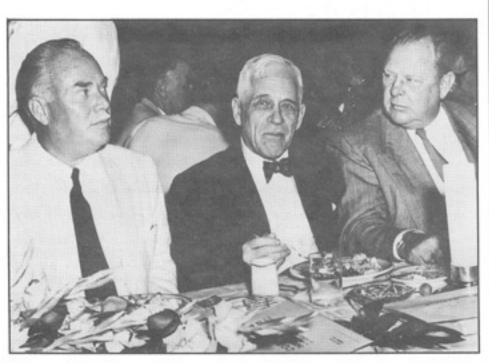


The rapid and intensive development of the Galt property in the decades following World War II is evident in these views from 1954 (above) and 1968 (below).



of Frederick Morse and the often onsite presence of Hugh Taylor Birch. Galt, as noted above, had not visited the property and had no actual knowledge of the land he was buying. Therefore, he relied upon the judgement of Birch, his trusted friend and law partner, to get him the best of the available land, a job which Birch performed to near perfection. The plan Galt had developed for his ultimate acquisition-all of the land between the ocean and the East Coast Canal-was fulfilled precisely. Arthur T. Galt could be proud of the manner and speed with which the sales were consummated and the land transferred to his name.

pers also show that the land was not purchased in one block, as is often assumed, but very piecemeal and from a number of sources. The names of the land holders with whom Morse dealt on Galt's behalf read like a "Who's Who" of early Broward real estate development. Galt purchased land from the Florida Atlantic Coast Land Company, the real estate arm of the canal company; the Model Land Company, the largest real estate firm in the Flagler System; P. A. Cunningham, the Jacksonville attorney/investor who held lands in many areas of south Florida; and Osborn and Field, the pioneer growers who attempted to establish an immense



Left to right: James S. Hunt, Arthur T. Galt, and Stephen A. Calder, ca. 1953, the year Galt completed his sale of the Galt Ocean Mile and adjacent properties to Hunt and Calder's Coral Ridge Properties (courtesy of Fort Lauderdale Historical Society).

The documents presented here tell a far different story of the acquisition of the Galt Ocean Mile than other accounts have shown, especially regarding the biggest myth of the purchase — the price of the land. Not one acre of land appears to have been bought for less than \$10.00 an acre, and some along the beach were much more costly. The old story that Galt purchased the land at one dollar per acre is simply false.<sup>24</sup>

The Model Land Company pa-

coconut plantation. And all of these purchases were worked through the offices of Frederick C. Morse, the most prolific land salesman in southern Florida at the beginning of the twentieth century. Morse handled the transactions of almost the entire land group of the Flagler System, as well as the lands of the Florida Coast Line Canal and Transportation Company and its spin-offs, notably the two trusts set up by George L. Bradley.

Other details of the purchase are also frequently reported incorrectly. An example can be found in an account by the famed newspaperman Jack Kofoed, who for many years wrote for the Miami Herald and often discussed the history of Florida in his highly entertaining columns. When Kofoed wrote that Galt sold 3,500 acres to Stephen Calder and James Hunt in 1953, and that Galt had purchased the land in 1911, he wrongly reported both the acreage and the date of the original purchase.<sup>25</sup>

A final point which needs to be reiterated here is that Galt had not visited the property at the time of purchase, and relied almost totally upon the sound judgement of Hugh Taylor Birch. Thus, contrary to many accounts, he had not visited the land at the turn of the century while working on right-of-way purchases for the Florida East Coast Railway. In fact, the right-of-way for the Flagler railroad had been surveyed in the mid-1890s and the plat filed with the Board of Trustees of the Internal Improvement Trust Fund, which granted the 200 foot right-of-way plus alternate sections of swamp and overflowed lands. None of this undertaking was negotiated by Galt, Birch, or any other Chicago attorney. It should be remembered that Henry Flagler operated out of New York and that his Florida offices were in St. Augustine. No evidence to date has surfaced linking Galt or Birch to the Flagler operation as its legal representatives. That Mr. Birch knew Flagler is documented, but there is no correspondence demonstrating that Birch worked for Flagler, nor is there any evidence to show that Galt worked for the Florida East Coast Railway or any other Flagler-related operation. Like the Julia Tuttle orange blossom story, such a connection makes interesting reading, but is not based on reality, and Arthur T. Galt should always be viewed as a realist when it comes to land dealings. The Chicago-based law partner of Hugh Taylor Birch did little to develop his property, but he held it long enough to lend his name to it for the foreseeable future; a lasting tribute to a man whose main accomplishment in Broward County was to consolidate holdings of beach/canal front lands just north of the property developed and later deeded to the state as a park by his friend.





- Frederick S. Morse to Hugh Taylor Birch, March 19, 1917, Model Land Company Papers, Box 9, Folder 289, Special Collections, Richter Library, University of Miami, Miami, Florida. As this author has noted in a previous article, this collection, thanks to William Brown and his fine staff, is well catalogued and organized for users' convenience. All letters cited in this article are from this collection, and subsequent citations will reference only the correspondents, date, box, and folder.
- A. H. Sawyer to Morse, March 14, 1917, Box 9, Folder 289.
- The biographical information comes from material found in the Gilbert Youngberg Papers, Special Collections, Rollins College, Winter Park, Florida. The specific citation is from the biographical article in the National Cyclopedia of American Biography (N.D.), 440-41. The information on Mr. Bradley's relationship with the canal company comes from reading material in the A. P. Sawyer Papers, State Library of Florida, Special Collections (Dodd Room), Florida Department of State, Tallahassee, Florida.
- Morse to Sawyer, March 10, 1917, Box 9, Folder 289.
- Morse to Birch, February 19, 1917, Box 9, Folder 289. It must be remembered that these lands were classed as swamp and overflowed lands and were, strictly speaking, mostly mangrove and buttonwood swamp. Birch filled in much of this area to create the land for his development and eventual homesite at Hugh Taylor Birch State Park.
- Morse to Sawyer, March 29, 1917, Box 9, Folder 289.
- Birch to Morse, June 16, 1917, Box 9, Folder 289

- Morse to Broward County Abstract & Title Company, March 26, 1917, Box 9, Folder 289.
- 9. Pamela Euston, in her unpublished biography of Hugh Taylor Birch, "Big Boss: Life and Times of Hugh Taylor Birch," has noted that the firm was originally founded in 1894 as "Birch and Galt," and changed the name to "Galt, Birch and Galt" in 1902 when Arthur T. Galt joined the firm as a full partner (p. 38). In discussions with the author, Ms. Euston, who has done extensive research on Birch for her biography, noted that she has not found any evidence that the firm ever represented Standard Oil or any other related firm while Birch was active in Chicago. It is even more clear that the firm did not act as right-of-way agents for Flagler or the Florida East Coast Railway, as most right-of-way was granted to the railroad by the Board of Trustees of the Internal Improvement Trust Fund based upon surveys of the route completed prior to either man moving to Florida. Mr. Flagler had ample legal talent available to him in St. Augustine in J. R. Parrott, W. W. Dewhurst and others. The author would like to express his deep appreciation to Ms. Euston for the use of her manuscript and the many informative discussions concerning Mr. Birch.
- Morse to Birch and Morse to Sawyer, both April 24, 1917, Box 9, Folder 289.
- Morse to Galt, April 24, 1917, Box 9, Folder 289.
- Galt to Morse, April 11, 1917, Box 9, Folder
- 13. Ibid.
- 14. Ibid.
- Birch to Morse, April 30, 1917, Box 9, Folder 288.

- Morse to Galt, May 5, 1917, Box 9, Folder
   288
- Morse to Sawyer, May 5, 1917, Box 9, Folder
   988
- Galt to Morse, May 9, 1917, Box 9, Folder
   288
- Morse to Galt, May 12, 1917, Box 9, Folder
- 20. Galt to Morse, May 21, 1917, Box 9, Folder
- Morse to Mrs. Solary, May 25, 1917, Box 9, Folder 288.
- 22. Galt to Morse, June 4, 1917, Box 9, Folder
- Galt to Morse, July 30, 1917, "Copied From Mr. Galt's Original Letter Which Is On Another Special File," Box 9, Folder 290. Only the transcribed version, so labelled, has been found and used in this instance.
- 24. John L. Redding, "A History of Broward County, Florida, For Students In An Educational Setting," Fort Lauderdale: Nova University, Applied Research Project, 1979, 130. Redding cites as his source a Fort Lauderdale News article by George DeVault, "Few Were Immune to the Building Bug's Bite," published on March 13, 1977. Redding's depiction of the entire Galt purchase and total holdings is inconsistent with the facts, including those he uses in his study. In this particular case, this work should not be relied upon.
- 25. Jack Kofoed, The Florida Story (Garden City, N.Y.: Doubleday & Co., 1960), 278. Because Kofoed was one of the more notable and readable journalists who has written on Florida, his work has had a great impact on what is perceived as Florida history. In fact, Kofoed wrote well, but was never a stickler for accuracy. Still, he is worth the reading even if not for the facts.