LAND LOTTERY



During a one-week period in March 1911, over three thousand people alighted from Florida East Coast passenger coaches from Jacksonville and looked around at the little town of Fort Lauderdale. There was not much to see: three hotels and four to five offices and stores and some other businesses being operated from inside the hotels. Most of the houses in which the one hundred fifty residents lived were of frame construction and were scattered throughout the pine-studded contryside, the choicest locations being on New River. What the tired traveler did notice, however, were the swarms of mosquitos and sand fleas which attacked him almost before he had breathed his first breath of the balmy, blossom-laden air.

If the insects were not exactly anticipated, they were, at least, tolerated. On everyone's mind that week was *The Drawing*. For months the Florida Fruit Lands Company had advertised across the nation that they would give away a lot in Progresso, a still-to-be developed town north of Fort Lauderdale, to the lucky bidders on their acreage in the Florida Everglades. Trainload after trainload of them, the hundreds of speculators, entrepreneurs, homesteaders, and retirees came to Fort Lauderdale in answer to those ads.

The words "drawing" and "lucky" were not officially used by the landowners. There were postal regulations against using the mails to promote lotteries and detectives were in the area to enforce the law. But there was nothing to prevent the buyers from banding together and agreeing on how the bidding should go. If every participant bid a fixed amount, and if there were no other bidders, they could play their gambling game all day with none the wiser.

The "Auctioning" of Progresso in 1911 brings schemers and dreamers to Fort Lauderdale

By A.U. Heiney

A.U. Heiney is the pseudonym of a dedicated local author associated with the Fort Lauderdale Historical Society. Any resemblance between his work and that of William Heiney, late editor of the Daily Herald, is purely coincidental.

The national advertising which had brought so many people to this frontier land had stipulated a price of \$240 per contract payable if desired, at the rate of ten dollars per month. It had also promised Everglades farm land of at least ten, and possibly six hundred forty acres. The uncertainty of how many acres your \$240 would buy was what made the scheme a lottery and the whole plan so successful.

Complicated Scheme

In order to stay within the law, the promoters invented a unique and complicated scheme which should have had no chance to succeed. The plan was for each of the approximately three thousand buyers to agree to bid the amount they had already paid for their contracts, exactly \$240, when their number was called at the "auction" and not to interfere with another's bid. The authorities would have to admit that was a bid and the land was legally bought. But no one knew how much of the Everglades would go to the bidder, so it was still a lottery.

Naturally, this device was not formally proposed by the promoters, for that would have been cause for the arrest of the company's officers. Instead, the first order of business was to form a Contract Holder's association and they, as "bidders," could advance the idea with impunity.

The Progresso of 1911 was bounded on the north by present-day Northeast and Northwest 18 Street, on the west by Northwest 9 Avenue and Northwest 12 Avenue, on the south by Northwest and Northeast 6 Street and on the east by Northeast 18 Avenue. Much of this property had been purchased shortly before the auction from a company called Florida Land and Mortgage Company owned by Sir Edward James Reed and his wife, Lady Rosetta. They had paid \$1,000,000 for their land, twenty eight years before the lottery, from the State of Florida through the Internal Improvement Fund.

Sixty Years Before

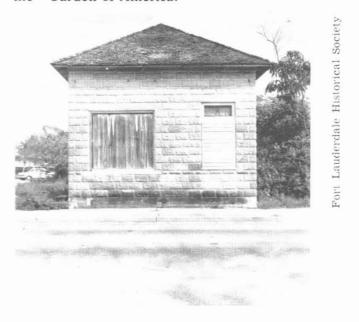
The State of Florida had become a huge landowner when on September 28, 1850, the United State Congress approved an "Act to Enable the State of Arkansas and Other States to Reclaim the Swamp Lands within their Limits." Most of this land was either under water or was thought to be otherwise unfit for cultivation. Proceeds from the sale of these lands was to be used for reclamation by means of levees and drains. The state's selling vehicle was the Internal Improvement Fund.

So it was that much of southeast Florida first came into the hands of individuals and private

corporations. The stage was set for the entrance of Mr. Richard J. Bolles, a notoriously sharp real estate operator, to the area. There was some doubt as to whether Mr. Bolles' notoriety was deserved. He was successful, but no one could prove that his success had been achieved by other than honorable means. Lesser men became his enemies and were to hound him for three years after his Progresso venture, hauling him into court at the drop of a surveyor's plumb line. Eventually, they gave up.

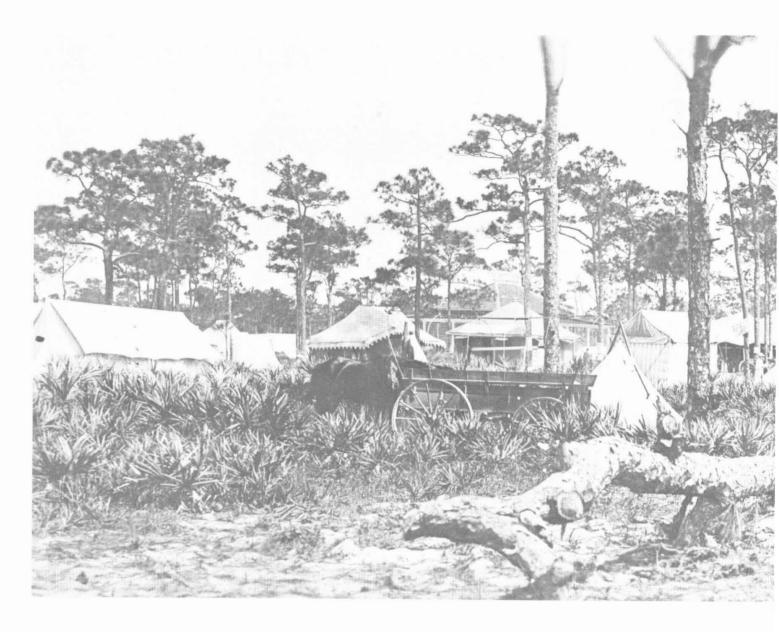
For several years Bolles' Florida Fruit Lands Company bought up acreage in the Everglades and on the higher ground north of Fort Lauderdale. By the beginning of 1911 he owned the twelve thousand lots which would comprise the town of Progresso and which were to be given away to all who purchased a contract to bid on his land in the Everglades.

As for the Everglades land, much of it was discovered to be under a foot or two of water. However, in accord with the Reclamation Act, the drainage machinery had been put in motion by Governor Napoleon B. Broward and remainders to this effect helped keep spirits high. One had only to look at Frank Stranahan's well-irrigated farm with its lush soil, a half mile south and slightly east of the New River bridge, to be convinced that the Fort Lauderdale area was, or could become, the "Garden of America."



The local headquarters for Bolles' company was located in this building which was torn down in 1968.

The first convention of the contract holders occurred on Saturday, March 11, 1911, in a large tent next to the block building in which the



Above: A tent city was erected under the pines at Progresso. A postcard view.

Florida Fruit Lands Company had their offices. This building, demolished in 1968, stood at 620 North Andrews Avenue, called Twenty-Fourth Street on the original plat. As soon as the last, long-delayed train from Jacksonville had unloaded its hundreds of landseekers, the meeting was called to order by a Mr. Powers and the following were chosen as permanent officers: R.D. Chinn of Missouri, Chairman; J.A.B. Shippey, Vice-Chairman; Isaac E. Hess of Illinois, Secretary. F.C. Dressler, a "giant" from Chicago, was a logical choice for Sergeant-at-Arms. His elected assistants were Mr. Vickery of Georgia and Mr. Shanks of Oklahoma. Mr. Bone of Kansas moved that a committee made up of representatives from each state be elected to form a steering committee for establishing an order of business. After the

steering committee left to prepare some resolutions, the rest of the crowd stayed to hear speeches by ex-Governor Jennings and Richard J. Bolles' personal attorney, J.L. Billingsley.

The big tent in which the auction took place had to handle the hundreds of contract holders in shifts, and there was much time to be spent between sessions. The Everglades Plantation Company had a tract located "on the north canal, five and one half miles from Fort Lauderdale" to which they would take "purchasers and investagators" in a large passenger boat leaving at 9:30 in the mornings. They claimed an enclosing canal would be put around the entire tract. For further information one was directed to "Williams & Martell Agency Company at Snyder & Alexander's office." Doubling up by these friendly competitors was not uncommon - everyone had more business than he could handle and a good turn was sure to be remembered.



Under the heading "BAD DAY TO FISH," the local paper had this to say concerning one on these trips:

The crowd gathered to 125 in number and went up the canal Sunday morning on the big boat and had a pleasant time. Some of the crowd were fishing but failed to catch any fish it is thought on account of being the Lord's day. Others were having a feet washing and succeeded, as some said, cleanliness is next to Godliness. Some others concluded to walk some distance and left the boat on their way home, but so far have not arrived as the report goes. One fellow lost his fine black hat while sleeping on the upper deck by a

soft breeze which carried it into the water.

While the drawing continued, there was much individual "action." One of the Shippey brothers of Kansas who already had managed to accumulate fifty-four contracts overheard one man say his contract was for sale at cost. Mr. Shippey, according to the Daily Herald, "covered the amount instanter [sic] which the boasting seller after a few kinks and twitches of his tail proposed to suspend the negotiations until after the distribution closed."

Everyone Wanted a Part in the Sales

The local porch-sitting, tobacco-spitting gentry also scurried to get their piece of the big promotion's by-products. The hotels needed chefs, bellboys and clerks. The real estate people needed good salesmen, townsfolk who would

rather be out fishing pressed their skiffs into service, and William M. Heiney, publisher of the Weekly Herald, decided to get out a daily.

Volume 1, Number 1, of the *Daily Herald* was printed on March 14, 1911, and it immediately created a stir. It was printed on vegetable wrapper, a paper as plentiful as newsprint was scarce. Heiney explained that the use of the vegetable wrapper was a "stunt" but, due to its obvious convenience, the stunt continued for the short life of the *Daily Herald*.

One of the newspaper's first ads attested to the lack of accomodation in the town. Over three thousand people had descended on a settlement of little more than one hundred souls, so many of the late arrivals found themselves spending their nights in tents. Still, this ad appeared: "Why sleep in wet, cold tents, or on the ground? Good comfortable cots in private home. 50c per night. Inquire Sanitary Lunch, next to Keystone Hotel."

Apparently one of the three hotels had a room or two, for this ad also appeared: "Osceola Inn, Fort Lauderdale, Florida - New, modern and up-to-date with electric lights, running water ir rooms, Cuisine and Service unsurpassed. Fishing, Hunting and Boating and ocean bathing, Launch and auto service. American plan. Rates \$2 per day and up. J.C. Rudsill, proprietor."

Business Gets Underway

Nevertheless, under Progresso's pines and palmettos had grown a virtual city of canvas tents. And in their midst, in the huge canvas shelter set up by Bolles' company, the contract holders convened for the second time at 9 A.M. Monday, March 13. After Secretary Hess had read the minutes of Saturday's convention, Mr. Thompson of Washington D.C. paid a glowing tribute to the late Governor Broward on whose initial efforts the contract holders were relying to drain their Everglades land. The large gathering rose from their seats to show their respect for the "Father of the Everglades." A motion to send a telegram of this action to Mrs. Broward was carried unanimously. Sergeant-at-Arms Dreshler was sent to demand at least a partial report from the foot-dragging steering committee, and while the convened assembly waited, "Dr. Ravina Smith favored the audience with a choice reading."

Secretary Hess, with the approval of the assembly, chose Dr. C.B. Johnson and M.G. Condit of Chicago as his assistants. The next order of business was important. It was the election of the necessary trustees to represent the contract holders and to whom Governor Jennings would ultimately surrender the deeds to the land. Eight candidates were chosen and the three receiving

the most votes were Mr. Joseph H. Rodes of Missouri, 6,237 votes, Mr. Fred L. Hoag of Iowa, 5,893 votes; and Mr. Claude E. Sawyer of South Carolina, 4,378 votes. There were not that many voters in the area at that time, so there may have been three separate ballots taken and that one voted the number of contracts he held (out of a possible 12,000).

That concluded the business part of the meeting. There followed "A splendid program of the far-famed southern oratory . . . the northern visitors will not soon forget the impassioned words and beautiful thoughts of . . ." and the *Herald* went on to name ten orators, not all of whom were southerners.

The System

Meanwhile, the drawing itself proceeded without a hitch. Each bidder, in turn, called out his contract number. The books held by the Auctioneer and Secretary were then turned to the corresponding number. The books were identical and contained the name of each contract holder and his contract number. At the same moment, one of the trustees drew a card from a box of twelve thousand thoroughly mixed cards and called its number to the clerk who also had a book. This one was numbered consecutively from one to twelve thousand and contained, next to each number, a description of a tract of Everglades land and a lot in Progresso. In his book the clerk found the index number called and repeated it aloud, whereupon the auctioneer and the secretary recorded the index number next to the same of the contract holder in their books. The clerk then announced the description of the land and the lot after which the auctioneer called for the amount of the bid. The bid, of course, was invariably \$240 and the properties were sold to the bidder, there being no other bids. The clerk then recorded the name of the contract holder next to the indexed description in his book. All books had to agree. Of course it was impossible for anyone to know which index number might be called for any particular contract holder, but the calling for a bid made this lottery legal.

The *Daily Herald*, on March 18, said, "The distribution could not be more fair, and all present are not only satisfied, but jubilant over the outcome and progress."

Factually, it was not unanimous.

One man wanted the townsite to be located in the Everglades, but changed his mind when it was pointed out that the land on which Progresso was situated was far more valuable than any Everglades townsite would be for several years. It could be occupied immediately, had access to deep water, and had a railroad running right through it!

Progresso lots were one hundred thirty-five feet deep but, except for the residential lots, were only twenty-five feet wide. Residential lots were fifty feet wide and the streets were forty feet in width. A seven and one-half foot alley easement was reserved in the rear of each lot. The narrowness of the business lots was the cause for additional grumbling but the counter argument was that if the whole town contained fifty foot lots it would be too large and the outside lots would be valueless. As one man put it, "I would rather have a twenty-five foot lot in town than fifty feet on a country road."

Doubters in the Crowd

There were also skeptics who feared that the company might reserve part of the town for private sale. As the auction continued, however, it became obvious that all of the land owned by the company, except for the lots on which their offices were situated, would be sold during the drawing.

Toward the end of the proceedings the new landlords of Progresso began thinking seriously about the legal aspects of their holdings. Had the property been properly surveyed? If not, would it be? If so, when? The answer from the company on March 14 was that the survey was in progress under the direction of the state, the only way in which an official survey could be made. That reply was to suffice for only a few days.

It soon became evident that the state's survey would not delineate each purchaser's property, and on Wednesday, March 15, the day originally set for dismissing the Florida Fruit Lands Company Assembly, there was much confusion and consternation. How extensive a survey was owed to the purchasers?

The convention dispersed and reconvened again and again hoping that the trustees and the officers of the company would reach an agreeable decision. The trustees, on behalf of the purchasers, believed that the people were entitled to a survey of each tract down to ten acres at least. Ex-Governor Jennings, representing R.J. Bolles, argued that the company had entered into no contract with the purchasers for a full survey and should not be expected to furnish one.

At 7:30 P.M. President Chinn again took the chair. Mr. Rodes, Mr. Sawyer, and Mr. Hoag all stated that they had spent the whole day bringing to bear every argument they could think of to change Governor Jennings views. Soon it appeared they had had a measure of success. The company finally offered to make a survey of quarter sections, contending that they were only under obligation to make sectional surveys.

Turning Point

At first, the assembly was inclined to turn down the company's offer of quarter section surveys. Then Mr. Hoag made a speech in which



Richard J. Bolles, fifth from the left, visits with some of the contract holders at the Progresso drawing.

Fort Lauderdale Historical Society

he said that although it was the private opinion of the trustees that their cause was right, it was also their united opinion that the people should accept the deeds as proposed. To a philosophic reminder that half a loaf was better than no bread at all, Hoag added that by an unwise action they might even lost the crumbs.

At another propitious moment, D.T. Armstrong of Wichita, Kansas, pleaded that their selfish attitude should give way to concern for the greater good. M.G. Condit of Chicago also spoke in favor of acceptance, warning of the "inconceivable consequences."

The hour was late, the arguments were over whelmingly in favor of accepting quarter section surveys, and the deeds to their land were only a vote away. Many minds were being swayed. President Chinn chose the right moment to put Mr. Armstrong's motion instructing the trustees to accept the deeds to a vote. The motion carried by a large majority and the convention exploded with joy and relief.

Party is Over

The drawing had been held, the land distributed, the deeds delivered, and the Federal detectives had gone home. Now was the time when the mosquitos and "chiggers" became more annoying and thoughts of cooler climes became more pervading. Sales of the Daily Herald dropped off.

On March 18, four days after the first issue, came the *Daily Herald's* swan song.

The publication of a daily during the land distribution was a somewhat impromptu undertaking, encouraged by the kind words of several sojourning printers on whose assistance we counted to confidently. Only one of them, however, saw fit to inconvenience himself sufficiently to accomodate our pressing needs, and that was not sufficient to enable us to carry out the plans to publish a daily throughout the entire proceedings. This issue will be our final effort at a daily . . .

Almost as magically as they had appeared, the visitors vanished. Tents were taken down, temporary offices disappeared, and the woods returned to their hot stillness once again. In place of the auctioneer's and the clerk's calls and the general hubbub of separate "deals" going on, only the sound of the breeze in the pine-tops could be heard.

As they crowded aboard the stifling coaches at the depot in Fort Lauderdale for the long journey home, thoughts already elsewhere, the participants in the great "drawing" probably had no idea of the potential value of their holdings on what was to become known as the Gold Coast. Some of them returned later to make their home in Progresso, some never left; probably most forget about their land in Florida until tax-paying time.

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