

1932 - 1954

FSTC : Cornelius A. Gaston : Ma - Mc

Fairhope

10517-6

137

1945-1948

Magnolia Avenue

Sam Dyson
Fairhope, Alabama.
April 12, 1948

Dr. C. A. Gaston
Secretary- Fairhope Single Tax Corporation

Dear Sir,

Some months ago I made protest of the decision on the part of the Single Tax Corporation Council and the Town council regarding the decision not to allow me any damages for loss of footage due to the widening of Section Street.

I am now asking that an exchange be made in the form of closing the alley at the rear of my Home Leasehold on Bay View Street. It would be a very desirable thing for us to have the alley closed and we would make application for the sixteen feet of land involved. At present the alley is neither open nor closed and is a source of constant annoyance to us as lessees. There would be no objection to an easement for power lines and telephone service lines.

In view of the fact that the writer was charged for trees as improvements recently in making application for lands and was also charged for improvements where no trees were present it seems only reasonable that an exchange as suggested above be made for the footage we are giving up at your request on Section Street.

Yours truly,

Sam and Helen Dyson

Sam Dyson
By, Sam Dyson

A copy is being mailed to the Town of Fairhope.

*Advise ~~to the~~ Town that the Council
considers this their obligation.*

May 20, 1929

C. C. Baldwin and J. E. Guston appeared before Council as a committee from Town Council to ask for 10 ft. from the west side of Section St for widening same from Fairhope Avenue to Oak St., particularly at present time from Fairhope Ave to Bape holding.

Moved and carried that Council approve the proposition and as fast as the Town notifies it that it is prepared to pay for damages sustained by houses from the taking of the land for such purposes will exercise the right reserved in cases to resume possession of land for public purposes.

June 11, 1929

Communication read from Town Council by George Lowell Clark attending thanks for action of Council taking Council with regard to widening of Section St. between Fairhope Avenue and Cemetery and requesting action at this time in donating ten feet from Fairhope Ave to Section St. Bape property.

It was moved and carried that request be granted.

Dec. 9, 1947

Mr. Sam Dyson
Fairhope, Alabama

Dear Mr. Dyson:

At its last meeting the Executive Council gave consideration to your letter of Nov. 22. In this letter you stated your disagreement with the Council's decision that no improvements of value are or were on the ten feet of your lot in Block 7 which we advised you is to be repossessed to widen Section Street.

As you know the Town is obliged to pay the Corporation for such expense as it may have in making land available for public use where such land is occupied by improvements belonging to the Colony's lessee. In your case consideration was given to the Town's service to you in bearing the expense of removing the trees on the Section St. side of the lot so you could move the house directly into Section St., when you decided to remove it to another location.

The Council directed that I write you and suggest that you advise it of the amount of the consideration you believe you are entitled to. Our next meeting is scheduled for Thursday, the 18th and such proposal as you may make will be considered at that time. If you care to do so you may attend and make personal presentation of your proposal.

Very truly yours,

Secretary

COPY

Fairhope, Alabama.
Nov. 22, 1947

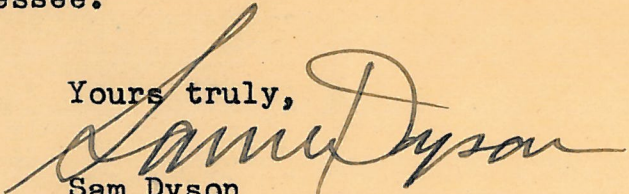
Dr. C. A. Gaston
Sect. Fairhope Single Tax Corpn.
Town Councilman,

Dear Dr. Gaston,

This will acknowledge your letter of Nov. 18, 1947 in connection with your report of action on the portion of the lot at the corner of Magnolia Ave. & Section street needed for public right of way.

I disagree with the third paragraph of your letter in which it is stated that there were no improvements on the portion of the lot to be taken. Actually there was a fence, a pecan tree, several other trees, shrubery, and a large palm tree that will remain on the lot but will be so near the line as to have no further value to the lessee.

Yours truly,


Sam Dyson

make appraisal

Nov. 18, 1947

Mr. Sam Dyson
Fairhope, Ala.

Dear Lessee:

Confirming my conversation with you with reference to the East 10 feet of your leasehold at the corner of Magnolia Ave. and Section Street in Block 7, Division 1, our Executive Council approved a request from the Town of Fairhope to deed it for right of way use the East 10 feet of your lot and of the Green and Jordan leaseholds.

The request was made on Jan. 15, 1947 and approved Jan. 16. I should have advised you by letter of this, at the time but neglected to do so. Your 1947 rent was calculated on the basis of the resulting reduction in size of your leasehold. Our records now show the size of your leasehold to be 40 feet on Magnolia Ave. by 122½ on Section Street.

While the corporation's authority in this matter, as provided in paragraph (9), of the lease contract, provides for payment to the lessee for any improvements on the land so repossessed the council had considered there were no improvements on the land taken from you. If you disagree with the decision please so advise us.

Very truly yours,

Secretary

COPY

Fairhope, Alabama.
Sept. 8, 1947

Dr. C. A. Gaston
Sect. Fairhope Single Tax Corporation

Dr. C. A. Gaston,
Member Town Council, Town of Fairhope.

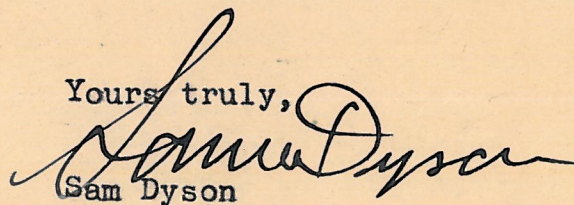
Dear Dr. Gaston,

The question has arisen a number of times as to the rental due on that portion of the lot at the corner of Magnolia Avenue and Section Street. Also the value of that portion of the lot which has been restricted against private use by "Town Ordinance" and yet supposedly is still owned by the Corporation and Lessee pays rent on it.

It appears from rentals assessed for the first half of 1947 that rent was charged for this portion of the lot.

This is an open question wheather or not this part of this lot has any valye but I would like this question answered.

Yours truly,


Sam Dyson

HOWARD RUGE, Mayor

R. C. YOHN, Clerk

THERESA CREAMER, Assistant Clerk

ALDERMEN:

W. O. Keeble

J. H. Bennett

C. A. Gaston

H. P. Kamper

J. O. Stimpson

TOWN OF FAIRHOPE

Phone 4791

Fairhope, Alabama

'ON MOBILE BAY'

Jan. 15, 1947.

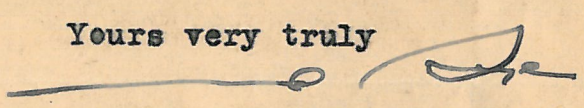
Dr. C. A. Gaston, Secretary,
Fairhope Single Tax Corporation
City.

Dear Sir:

The Council has authorized that a request be made to the Fairhope Single Tax Corporation for a ten foot strip of land on the West side of Section Street, between Fairhope Ave. and Magnolia Ave., to be used for street widening purposes.

This involves only a ten foot strip in front of lots from which the ten foot strip has not been conveyed for the above purposes, by your corporation.

Yours very truly


Howard Ruge, Mayor

Approved Jan. 14, 1947

C. A. Gaston, Sec.

Apr. 13, 1945

Hon. Howard Ruge, Mayor
Town of Fairhope

Re: Widening Section Street

Dear Mayor Ruge:

Your communication of March 27 was brought to the attention of our Executive Council April 5 and action taken as follows:

"It was moved and carried to comply with the request, conditioned on the Town's making satisfactory arrangements with the lessees and its preserving or restoration of the cemetery entrance."

I am enclosing copies of a letter and form of surrender which is being mailed today to all of our lessees who are involved in this action.

Very truly yours,

Secretary.

Fairhope, Alabama

March 27, 1945

Mr. Fairhope Single Tax Corp.

Re: West Side Section Street
Magnolia Avenue North

Dear Dr. Gaston.

In view of the heavy traffic on Section Street, the public right of way has become too narrow, causing traffic congestion and somewhat hazardous conditions in this area.

Several years ago, the property owners or lessees on the east side of the street, released ten feet to the Town for street widening purpose. At that time it was contemplated requesting similar action by those controlling the west side, but, this action was delayed until such time as the right of way could be utilized to advantage.

The time has now arrived for preparing the proposed right-of-way, so that everything will be in readiness for the improvement. This improvement should enhance the value of the adjacent property and you are respectfully requested to give consideration to the urgent need for additional right-of-way at this point, with the assurance that the Town will move shrubbery, fences and other personal property at public expense.

Thanking you for your prompt consideration and awaiting your reply, we are

Respectfully

TOWN OF FAIRHOPE

By Howard Ruge, Mayor

Apr. 13, 1945

Mr. Herbert Forster
Fairhope, Ala.

Dear Lessee:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk is to be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

Apr. 13, 1945

Mr. and Mrs. R. D. Rushing
Fairhope, Alabama

Dear Lessees:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk is to be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

Secretary.

Apr. 13, 1945

Mrs. Orie Keller
Fairhope, Alabama

Dear Lessee:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk is to be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

Secretary.

Apr. 13, 1945

Mrs. Sue E. Linn
Fairhope, Alabama

Dear Lessee:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk will be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

Secretary.

Apr. 13, 1945

Mr. and Mrs. L. A. Berglin
Fairhope, Alabama

Dear Lessees:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk is to be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

Secretary

FAIRHOPE SINGLE TAX CORPORATION

ADMINISTERING

Fairhope Single Tax Colony

ESTABLISHED 1895

FAIRHOPE, ALABAMA

July 20, 1946

Mr. Herbert Forster
Fairhope, Alabama

Dear Mr. Forster:

After giving further consideration to the matter of your leasehold for the Gulf Station, I have come to the conclusion that it is best at this time to attend to the addition of the 6/10ths of one foot to be added to the Section Street frontage and to the surrender of the East 10 feet which has been added to the width of Section Street.

Considering that this would be agreeable to you and Walter the action of the council approving your transfer to Walter provided also for your joint consent to add the additional 6/10ths of a foot on the North and to surrender the 10 feet on the East. I will appreciate if you will call at your earliest convenience to ratify this action.

Very truly yours,

C. A. Gaston
Secretary

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

In consideration of the Town of Fairhope widening Section Street and increasing the parking space on the west side of the pavement, I herewith surrender the East ten feet of:

Lot 3 of subdivision of Lots 10 and 11, Block 8,
Division 3

with the further agreement on your part that my 1945 rent charge will be adjusted accordingly; and the agreement that the Town will remove, without cost to me, any property I may have on the surrendered land to such site as I may direct on the land remaining in my leasehold. Items involved in such removal are:

10 Bridal Wreath shrubs to be evenly spaced
on a line with a large bush just west of the
row of pecan trees

Agreed to and signed this 19th day of April
1945.

In the presence of

L. H. Luster

Lue B. Linn

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

In consideration of the Town of Fairhope widening
Section Street and increasing the parking space on the west
side of the pavement, I herewith surrender the East ten feet
of:

The South 148 feet of the East $81\frac{1}{2}$ feet of Lot 5,
Block 6, Division 1

with the further agreement on your part that my 1945 rent
charge will be adjusted accordingly; and the agreement that
the Town will remove, without cost to me, any property I may
have on the surrendered land to such site as I may direct on
the land remaining in my leasehold. Items involved in such
removal are:

None

Agreed to and signed this 18th day of April
1945.

In the presence of

H. A. Easton

Herbert F. Jones

FAIRHOPE SINGLE TAX CORPORATION

ADMINISTERING

Fairhope Single Tax Colony

ESTABLISHED 1895

FAIRHOPE, ALABAMA

Apr. 13, 1945

Mr. Herbert Forster
Fairhope, Ala.

Dear Lessee:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk is to be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

C. A. Gaston, Sec.

and the Yrns agreement to use no more of
such land ~~there~~ at this time there may be necessary
to provide for a five foot sidewalk set back
two feet from the curb, the Yrns to grade and
and the new slope and rebuild my ~~steps~~ concrete
steps from the sidewalk grade to the level of
my lawn.

Whittaker: Pay \$125 for ~~tree~~ pecan trees
and 1 sapling magnolia, "more fence, gate, etc.
I am not to be cut

Bill: Pay \$75 for pecan trees, 2 oak trees
and 2 cedar trees. Pecan and Oak trees
not to be cut; provide with adequate
entrance facilities and remove shrub
to new location

Very truly yours,

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

In consideration of the Town of Fairhope widening
Section Street and increasing the parking space on the west
side of the pavement, I herewith surrender the East ten feet
of:

Lot 4 of subdivision of Lots 10 and 11, Block 8,
Division 3.

with the further agreement on your part that my 1945 rent
charge will be adjusted accordingly; and the agreement that
the Town will remove, without cost to me, any property I may
have on the surrendered land to such site as I may direct on
the land remaining in my leasehold. Items involved in such
removal are:

~~One Privet Hedge One Pink Crepe Myrtle~~

one small cedar tree One shrub I dont know the name of

Agreed to and signed this _____ day of _____,
1945.

In the presence of

Howard H. Davis

FAIRHOPE SINGLE TAX CORPORATION

ADMINISTERING

Fairhope Single Tax Colony

ESTABLISHED 1895

FAIRHOPE, ALABAMA

Apr. 13, 1945

Mrs. Orie Keller
Fairhope, Alabama

Dear Lessee:

We have received a request from the Town of Fairhope for ten feet of our land on the West side of Section Street from Magnolia Avenue North.

Mayor Ruge has advised us that he has made an offer to you to move any improvements you may have on such land to a new location on your leasehold, without expense to you.

We hope the Mayor's proposal will be acceptable to you and that there will be no necessity for us to act under the terms of your lease contract in paragraph (9), which states: "The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon."

The improvement to Section Street will benefit you by providing a safe parking space in front of your property and it is badly needed to provide adequate facilities for both motor and pedestrian traffic. It is our understanding that a foot walk is to be provided across the gully on the West side of the fill.

If you have agreed to the Mayor's proposal please sign and return the enclosed statement; if not please advise us of the point of difference. We will, of course, revise your rent charge when the Town takes over the land. We request your prompt attention to this matter.

Very truly yours,

C. A. Gaston
Secretary.

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

In consideration of the Town of Fairhope widening
Section Street and increasing the parking space on the west
side of the pavement, I herewith surrender the East ten feet
of:

The North 75 ft. of the East 81½ ft. of Lot 5,
Block 6, Division 1.

with the further agreement on your part that my 1945 rent
charge will be adjusted accordingly; and the agreement that
the Town will remove, without cost to me, any property I may
have on the surrendered land to such site as I may direct on
the land remaining in my leasehold. Items involved in such
removal are:

1 Azalea, Two other Shrubs
and a few Bulbs.

This is signed with the understanding that
the Town will pay proper estimate to lot
with no cost to owner

Agreed to and signed this 21 day of April 1945
1945.

In the presence of

Mrs Paul E Smelser

R D Rushing

Mrs Nina W. Rushing

feet of it lands on the West side of Section Street, from Magnolia Ave., North to Bayou Charbon to be used to widen Section St. ten feet to the West.

It was moved and carried to comply with the request, conditioned on the Town's making satisfactory arrangements with the lessees and its preserving or restoring of the cemetery entrance.

It was more than 12 years after the Town Council had proposed the widening of Section St. and the Colony Council had approved the proposal, that Mr. Sam Dyson acquired the property by transfer from Mrs. Ella Barby Zeis, September 18, 1941. Mr. Dyson's building, fence, trees, shrubbery, etc. continued in full occupancy of the entire 50 foot holding until March, 1946. The rent charged to the end of 1946 was figured on the basis of a 50 ft. lot. In consideration of the lot being occupied by a residence the preferential rule for figuring residence lots was applied and the rent charged for 1946 was \$46.62. For 1947 the business rental rule was applied and figured the basis of a 40 ft. lot.

In consideration of the foregoing I am holding Mr. Dyson's communication for your further consideration at our next meeting

Faternally yours,

Secretary

c/c Mr. Sam Dyson
R. H. Brown
Axil Johnson
R. L. Rockwell
Mayor Howard Ruge

LEASE

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public use only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of the improvements thereon, the same shall be determined by three disinterested persons, to be selected as follows: the Corporation and the Lessee each choosing one of three persons named by the other and the third to be selected by the two.



THIS SIDE OF CARD IS FOR ADDRESS

Mr C A Gaston

Fairhope ALA

Dear Mr. Gaston: Thank you for the 1956 STC Reports. Compared to the booms & busts 1894-1954 by so many communities in every state, Fairhope STC is builded on solid rock. Its inhabitants have fared better than in other communities where property taxes on bldgs must be paid by occupants. As taxation of labor and capital (fed state & local) pushes up costs, & pushes US\$ value down, the Colony must revise rents accordingly. ST is the only EFFECTIVE inflation antidote, but powers that be would rather make wall paper out of US\$. It looks like they are having own way.

Boulder City, Nev is built on federal owned land. Ask your Senator for Sen. Document 196, 81 Cong 2d Sess "Boulder City Nev A federal municipality"; Hearing on HR2890 SubComm on Irr&Recl of Comm on Int&Ins Affairs House, 84 Cong 1st Sess at Boulder City, Nov. 21, 1955; Sen. Report 1091, 84 Cong. 1st Sess; House Report 2787, 84 Cong 2d Sess. All the earmarks of a "Give away". Hope hear from you soon & often. J. Rupert Mason.

"H O W T O S T O P I N F L A T I O N"

By J. Rupert Mason, President Emeritus

International Union for Land Value Taxation and Free Trade.

Friday, March 6, 1959.

As we look around the world, the money of most nations has lost much, and in some cases, all its value since the first World War. We know that the great middle class which depended on fixed annuities, pensions, and money savings, in some nations actually starved to death by the million.

But the people in other nations did not have the benefit of a constitution like ours, to protect them, even had their leaders been wise men.

It is my conviction that those who drafted our Constitution intended it to protect the interests of those engaged in producing and distributing the food, clothing and other things desired by every consumer. In short, it is commerce and industry the Constitution was built to protect.

Our founding fathers knew the important difference between direct and indirect taxation. The Federalist Essay debates make this clear. Jefferson and others vigorously advocated taxation in proportion to "benefits received." This meant using the direct, annual ad valorem land tax. Congress did have the states use this tax between 1798 and 1861, and could use it again, by simple statute. In those days, it was the states that "aided" the federal budget. The courts fully upheld it.

In the famous Pollock decision (158 U.S. 601, 1895) the Supreme Court disallowed a statute taxing ground rent income. This test case did not involve a direct, annual ad valorem land tax such as Congress had the states levy and collect in previous statutes. In the Pollock decision the Court unanimously agreed that a direct tax of this kind cannot increase the general cost of production, distribution, or of living, and can never be passed on to the consumer. Adam Smith, John Stuart Mill, Henry George and all political economists agree about this point.

In the case of Nicol vs. Ames, 173 U.S. 509, in 1899 the United States Supreme Court went further, and said "the power to tax is not only the power to destroy; it is the power on which our whole social fabric is based, and it is also the power to keep alive."

I fully agree with this Court statement. Just as the same gas can be used to make heat or to make ice, the same tax power can be used to create wealth or it can be used to kill incentive.

President Eisenhower, in his first message on the budget, said, "We must develop a system of taxation that will not discourage work, savings or investment." But the President did not follow through and explain the kind of tax he had in mind, or the system of taxation that must be developed.

There is a tax that fills this prescription, and there's only one tax that fills the prescription. It is known in our republic as the direct annual ad valorem land tax which formed the base of our public revenues to support the federal, state, and local governments until the coming of the 16th amendment in 1913. But the 16th amendment, I am advised by competent legal counsel, does not repeal or supersede the provisions and the limitations in the ^{first} fifteen amendments, or any provision in the main body of the United States Constitution.

If that be true, then let us consider whether the equal and inalienable rights to life, liberty, and property, guaranteed by the 5th amendment and the 14th amendment of the United States Constitution, let us see whether the enforcement of a tax on earned incomes conflicts with the 5th and 14th amendments, and infringes the inalienable rights to life, liberty, and property, guaranteed by those provisions in the Constitution.

The Constitution nowhere defines "property." But the Supreme Court of the United States long ago, in the case of Providence Bank vs. Billings, 4 Peters 514, at page 560, declared that if the government ever needed to call on the holders of land to pay the full rent value of the land to the public budgets, that no right would thereby be impaired because there is never a contract relationship between the sovereign and a taxpayer. And this is equally true whether the tax is a tax on the value of land, or a tax on earned income.

Can we imagine an income tax payer complaining that the income tax impairs a contract with a federal or state government? Can we imagine a sales tax victim saying that he refuses to pay the sales tax on his purchases because he has a contract with the government that they will not use the sales tax. We had a Boston Tea Party to get rid of sales taxes. George III believed sales taxes were equitable, but we had a war to rid ourselves of that kind of tax, and it is submitted that nothing in the Constitution of the United States compels us to impose such taxation today.

The question of "what belongs to Caesar" and what belongs to you and what belongs to me is basic. And unless there is more conviction on the part of our leaders in banking and industry and religion and law, unless there is more conviction that there is such a thing as private wealth which is secured by the Constitution, I am sure that we are going to continue drifting and drifting further and further down the road, not only of inflation, but regimentation, yes, totalitarianism and tyranny.

That is the story told us by the history books, but it is not at all necessary in this republic to get bogged down in the tax quicksand, the economic mire, such as Germany, France, Italy, Spain, Japan, Greece, Argentina, Brazil, Chile, Peru, and so many other nations have found themselves bogged down in since World War I. It is my firm belief that wrong taxation is the primary reason why their money has lost its value, in some cases, completely lost its value, because their taxation has fallen

mainly on labor and capital. Landholders have been allowed discriminatory advantages contrary to any concept of equal justice under law or equal protection of the laws both of which are guaranteed by our Constitution. It is submitted that "equal protection of the laws" does not mean equal protection of all other laws than the tax laws, but includes the tax laws, if I read the Constitution correctly.

It is for each one of us to do some agonizing reappraisal. As a famous commentator said right after World War II, the hardest job facing many of us is that we are going to have to unlearn so many things we always knew. How very true that statement seems to me today.

And may I, in closing, invite your sending to Dun & Bradstreet for two very important studies. One is called "A Study of the Concept of National Income." And the other is called "Land in Our National Economy." Both were written by Mr. Roy A. Foulke, vice president of Dun & Bradstreet. These studies are very profound and more instructive than almost anything else I could recommend for a busy man in industry, or banking, or the legal profession.

We will find in the second booklet on page 32, the following comment by Mr. Foulke:

"One must keep in mind that production in economics means not merely the making of things, it also includes the increase in value gained by the transportation or the exchange of things. There is a production of wealth in the purely commercial community as there is in the purely agricultural or manufacturing community; and in the one case, as in the others, some part of this produce will go as a return to capital, some part to labor, and some part, if land has any value, to the holders of land. The production of all wealth thus flows naturally into three streams, as returns to land, labor, and capital, or, as Adam Smith wrote, these are 'the three original sources of all revenue as well as of all exchangeable value. All other revenue is ultimately derived from some one or other of these.'

"There was, however, some puzzling ambiguity and confusion in the description of these three factors and their inter-relations as explained by the classical economists until Henry George examined them one by one, and reasoned away their illogical statements and confusion. In 1879, Henry George explained the laws of distribution, with the most logical reasoning and the clearest of statements. His conclusions, and the basis for his conclusions, are as sound today as when he wrote them.

"He explained and defined land, labor, and capital as the factors of production. The term land includes all natural opportunities or forces. The term labor, all human exertion; the term capital, all wealth used to produce more wealth.

In returns to these three factors is the whole produce distributed. The eight fascinating chapters in Book 3 of Progress and Poverty are concerned with clearing up the puzzling ambiguity and confusion which were made by economic writers up to that time in the description of the factors of the production of wealth.

"In contrast to what John Dewey would term 'the warranted assertibility' that there were three and only three factors in the production of wealth, it is the unusual volume on economics of the mid-twentieth century which deigns to point out that this elementary all-important central basic truth is one of the blocks upon which it would seem a science of economics would need to be built.

"Today, as we have already explained, our economic writers seem to be more concerned with the interpretation of the aggregate figures of a nation, that is, macro-economics, than with natural law, which explains the factors producing wealth and how wealth is distributed into three streams as a return to those factors."

I am very grateful for this opportunity of presenting my thoughts as a retired investment banker who has had years of opportunity to travel and observe and study. I make no claim as an expert, but perhaps my early training in Chicago with N. W. Harris and Company, later the Harris Trust and Savings Bank, and as their representative in California, 50-odd years ago, when gold literally lay around for the mere picking up, and when those who earned wealth were allowed to keep what they earned, may have given me a little perspective that will be of some interest to friends in Chicago and friends of the Henry George School of Social Science.

I believe the work that the Commerce and Industry Division of the School has been trying to do, and so well succeeded in doing in Chicago, is pioneer work which may become a lighthouse that will be able to guide us through any economic storms,

The Alabama Baptist

PUBLISHED BY THE ALABAMA BAPTIST STATE CONVENTION

614-16 STALLINGS BUILDING, BIRMINGHAM 3, ALABAMA

LEON MACON, *Editor*

February 22nd, 1954

Mr. C. A. Gaston, Secretary,
Fairhope Single Tax Corporation,
Fairhope, Alabama.

Dear Mr. Gaston:

I deeply appreciate your letter of February 17th. I want to congratulate you on making clear statements relative to the matter I had written you about. Your clear statements leave me perfectly satisfied that you will let me know if Mr. Moore does not pay his taxes, before any legal action is taken. It has always been a pleasure to drop in and speak to you and I want to thank you for your good letter.

Sincerely,

Leon Macon

Leon Macon, Editor

LM:G

Dec. 9, 1942

Mrs. Susan B. Maddocks
Fairhope, Alabama

Dear Mrs. Maddocks:

I have your 1942 Town tax bill in the amount of \$16.40 but find that after paying your state and county taxes there remains only \$6.73 for payment of this bill.

It will therefore be necessary for you to pay \$9.67. I suggest that you hand us a check payable to the Town for that amount or hand us the cash and we will make payment in full. It will of course be necessary to attend to this matter this month.

Very truly yours,

Secretary.

Pd. ch 12/29

December 11, 1940.

Mrs. Susan B. Maddocks,
611 Southeast 5th St.,
Minneapolis, Minn.,

Dear Mrs. Maddocks:

Enclosed find receipted bill for your 1940 state and county tax with explanatory note attached.

I am also sending bill for your 1940 Town of Fairhope tax with attached figures showing that the combined taxes amount to \$9.98 more than the rent paid by you.

I suggest that you draw a check payable to the Town of Fairhope for that amount, \$9.98; return the bill with check attached to this office and we will supply the balance, pay the bill and furnish you with a receipted bill for your record.

I note by the Courier that you will be back before the end of the year but thought it best not to wait until so late to attend to this. We are having lovely weather here now and will try to hold some of it for you when you come.

Very truly yours,

Secretary.

Dec 14th / 40

611 FIFTH STREET SOUTHEAST
MINNEAPOLIS
MINNESOTA

Dear Mr. Gaston -

enclosed find check for town tax,
and thank you so much for your kindness
in attending to the other taxes.

I will be in Fairhope the evening of
the 28, and will see you the early part
of the week following -

Very sincerely,

Lucie B. Maddock

P.S. A very happy Xmas to you and yours,
and a prosperous New year.
S.M.

FAIRHOPE SINGLE TAX CORPORATION

ADMINISTERING

Fairhope Single Tax Colony

ESTABLISHED 1895

FAIRHOPE, ALABAMA

March 24, 1942

Mrs. Susan M. Maddocks
Fairhope, Alabama

Dear Mrs. Maddocks:

I am pleased to report to you that our Executive Council at its last meeting voted to refund the amount paid by your son for lot No. 392 S. E. Fairhope Cemetery, subject to his surrender of the said lot and full release of the Corporation of any further obligation.

I am returning the paper you gave me and suggest that you return it to your son and advise him to write thereon in substance as follows:

"I hereby surrender all rights accorded me in the foregoing receipt in consideration of the payment to me of Fifty Dollars and I do authorize the Fairhope Single Tax Corporation to pay that amount to Mrs. Susan ~~B.~~ Maddocks as my agent and do authorize the said Susan ~~B.~~ Maddocks to receipt therefor in my stead.

"Witness my hand this 31st day of March, 1942."

If this is not altogether clear I shall be glad to have you call.

Very truly yours,

C. A. Gaston
Secretary.

Dec. 24, 1941

Mrs. S. B. Maddocks,
Fairhope, Ala.

Dear Mrs. Maddocks:

We now have your Town tax bill and if you will send us your check to the Town for \$9.98 we will pay it and send you a receipted bill for the tax.

We must attend to this before the end of the month and will appreciate your early attention to the matter.

Very truly yours,

Secretary.

New Orleans La
Dec 27/48

Dear Mr. Easton.

enclosed you will find a money
order. paying up my rent also
the bills I am to return

About assessing my property its
all the same as last year. I
havent moved any thing out
and the insurance is with -

Aetna Insurance Co. Hartford Conn.
amount is \$2,000 increase of fire.

| Dwelling - \$15-00
| contents 5-00

will appreciate your help.

Yours truly

Mrs C H Madison
3526 Tulane ave
New Orleans La

Dec. 14, 1948

Mrs. C. H. Madison
3526 Tulane Ave.
New Orleans, La.

Dear Mrs. Madison:

I was glad to get your letter of the 12th as I had written to addressing the letter to Fairhope and had had it returned.

I had written to advise you of the taxes now due and which we cannot pay for you unless your rent for this year is paid in full. I am enclosing the tax bills which must be paid this month to avoid added charges.

The balance of rent owing to us is \$25.16 inclusive of accrued penalty. If you can send us that amount now while the taxes can be paid without added charge you may return the bills with your remittance and we will attend to paying them. If you cannot pay the rent now I suggest you send me a check or M. O. payable to M. H. Wilkins, Bay Minette, for \$8.70 the amount of the County tax and one payable to Town of Fairhope in the amount of \$9.00 with which to pay the Town tax. I will forward payments to the County and Town and credit the receipts to your rent. If you can do so the simplest thing to do is to pay the \$25.16 rent and send the tax bills to us for payment.

To properly assess your property I need to know how much fire insurance you carry and the name of the agent from whom you get your insurance. Last year's report shows the amount to be \$1250 on the house and \$750 on the furniture. I also need to know if the furniture is still in the house and whether there is more or less than last year.

Very truly yours,

Secretary

New Orleans La.

Dec. 12/9 48.

Dear Mr. Gaston.

I am writing you concerning the assessment of my place. I know the date is past due for this year. And you tided to it for me last year. And I don't remember getting the papers from you. Will you please look into it and let me know if I will have to come home or go to Bay Metairie to have it paid, I know I owe my rent. And will try to get it paid in the near future. As Mr. Gooden has my place up for sale. Please let me hear from you in the near future.

yours truly

Mrs C H Madison
3526 Tulane Ave.
New Orleans. La

April 22, 1939.

Mrs. Augusta Q. Magahan,
Mobile, Ala.,

Dear Lessee:-

Jesse M. Smith, Tax Collector, has advised me that on May 10th he will advertise the improvements and personal property on your leasehold for sale for the collection of the 1938 taxes if the same remain unpaid by that date.

Total charges to that date amount to \$9.12, but if payment is not made prior to May 10th, this amount will be increased by \$3.25, your homestead exemption which you will forfeit, plus additional charges. I have a bill for the taxes here which you may call or write for or if you will send me a check, payable to Jesse M. Smith, in the amount of \$9.12, I will forward it to him.

Very truly yours,

Secretary.

P.S. Improvements on leased land are treated as personal property and there is no legal right of redemption.

December 10, 1940

Malbis Plantations,
Daphne, Alabama,

Gentlemen:

Enclosed find receipted bill for the 1940 state and county tax on your improvements on your leasehold here.

We had intended to get your Town of Fairhope tax bill and pay it in like manner but learned it had already been mailed to you

We will appreciate your sending this bill to us for payment or if you have already paid it if you will send the receipt to us we will refund the amount paid.

Our Corporation operates on a cash basis and it is to our advantage to make all possible deductible payments before the end of the year to avoid excessive income tax levies.

Assuring you of our appreciation for your cooperation I am,

Very truly yours,

Secretary.

Nov. 22, 1949

Mrs. Ola Powell Malcolm
5511 Oak Place
Bethesda, Md.

Dear Mrs. Malcolm:

I am enclosing herewith a membership application blank, a copy of the constitution and of the application for land and lease contract. While you have much past acquaintance with these I am sure you will want to closely study them before filing your application.

On the bottom line of the application you will note I have written after "Final payment" by transfer of certificate No. 165 of mother, Laura A. Powell. I recall that you mentioned that you might ~~xx~~ prefer to hold your mother's certificate and pay \$100.00 cash for your certificate, if accepted. Should you care to have your application so considered just scratch out the transfer line.

Should you decide to file an application for membership I suggest that you mail in your application, advising when you will make your next visit to Fairhope.

With respect to the report to you that membership certificates were being bought up and held, I have just made a check of the list of certificates outstanding and I couldn't find but about a half dozen that I suspected might be in the hands of others than the ones to whom they were issued, or in the hands of heirs.

With best wishes for a pleasant Thanksgiving,

Sincerely yours,

Secretary

July 10, 1937

Mrs. Elizabeth Mallory
Mobile, Ala.

Dear Mrs. Mallory:

There has been nothing paid on your rent except the tax receipts since Nov. 24 1933. On December 31, 1934 there was a balance due of \$14.11. On December 31, 1935 the balance due was \$35.37 and on December 31, 1936 the balance due was \$34.55. You can see the interest as figured is in your favor.

Very truly yours,

Treasurer

ECW/mg

Mobile Ala.

July 5-37.

Dear Mr. Wolcutt:-

I received your
bill for the second half of colony
rent for 1937, also I notice the
penalty of \$1.71, what is this for?
the second half is not due, untill
July 1st, and if I pay it now this
will be paying the 2nd half in
advance, I certainly do not under-
stand this, also the amount of
the penalty.

Thanking you accordingly

Respt

Elizabeth Mallory.

July 10, 1945

Mrs. Randall Manders;
Fairhope, Alabama

Dear Mrs. Manders:

Enclosed is a statement showing the rent now due for the second half of the year on the additional land taken up by you last year; also for the balance due on the purchase price of the improvements and the accrued interest.

We had anticipated further payment from you on the purchase price at an earlier date. We are having a considerable demand for land now and can not afford to allow our accounts to get behind. With the expectation of an early response I am,

Very truly yours,

Secretary.

May 8, 1944

Mr. and Mrs. Randall Manders
Fairhope, Alabama

Dear Mr. and Mrs. Manders:

At the meeting of last Thursday our council approved your application for a lease to the land you applied for, but subject to agreement to pay \$135.00 for the improvements on the land.

I have delayed writing your lease until I could learn whether you would accept the lease at that price. I should have notified you earlier but had thought Mrs. Manders would be back in to learn of the appraised value. Will you please let me hear from you at once.

Very truly yours,

Secretary.

P. S. Should the trms not be acceptable we will cancel the application and refund your money. The other parties who were looking at the land are no longer interested.

Nov. 10, 1945

Mr. W. K. Mann
Osage Hotel
Arkansas City, Kan.

Dear Mr. Mann:

The President of our Chamber of Commerce informed me he had a letter from you making enquiry as to the status of the Fairhope Industrial Association and advising him that you father and grandfather held membership certificates in that organization. He also stated that you desired information as to the value of such certificates of membership.

The Fairhope Industrial Association was a Des Moines, Iowa Corporation, whose members came to Alabama in 1894 and founded the community of Fairhope. In 1903 the Alabama State Legislature enacted a law providing for the incorporation of similar organizations in Alabama and the membership of the Fairhope Industrial Association voted to dissolve the original Association and re-incorporate as an Alabama corporation and to change the name of their organization to The Fairhope Single Tax Corporation.

The new corporation was chartered by the State of Alabama in 1904 and certificates of membership in the old corporation were exchanged for membership certificates in the new corporation. Our membership roll shows that certificates were issued to S. E. Mann, S. S. Mann and Thomas E. Mann and to Floy Mann Schermerhorn. Our corporation is a non-stock, non-profit corporation and the certificates have no par value. They do evidence that the holder made a contribution to the corporation of \$100.00. (See Constitution, ARTICLE III, SECTION 1., page 2.)

Your grandfather, S. S. Mann, I presume, held strong convictions with reference to the soundness of the teachings of Henry George. He was an early resident of Fairhope and while he did not find it practical for him to remain here with the others, among them my father and mother, he retained his interest and through his influence your father and uncle also became members of the corporation, making the \$100.00 contributions to aid the colonists in their land purchases.

We believe that the Fairhope of today justifies their confidence in the soundness of the economic principles Henry George brought to light in his writings. Other communities of this section, settled before Fairhope was thought of and occupying the more favored sites, if combined in one community would not be as large or as attractive as is Fairhope. nor could they

approach the progressiveness for which our community is famed. While there has been no legislative gain that can be attributed to the influence of Fairhope's example, it is our hope that when all the new deal and socialistic attempts to correct the very evident social disorders have failed, our example of the Henry George solution may influence a new trend.

While there is no provision, in the constitution, for repayment of the contribution, either to the original contributor (except in case of his expulsion) or to the heir, the Executive Council has redeemed some of the certificates at various repayments. Should you care to make a proposal I will submit it to the the Council. In any event, we would appreciate hearing from you and receiving such information as you can give us with reference to the certificate holders in your family. My father, Ernest B. Gaston, who held the position of secretary almost continuously from the beginning in Des Moines until 1936, when I succeeded him, died in 1937. I have no record of any communication with the members of the Mann family members and would appreciate such information as you can give for my records.

Under separate cover I am sending you some literature on Fairhope. Fairhope today is not quite as depicted in the literature, our population having been considerably increased by war conditions. While the war is now over, many quite desirable additions to our populace have become so attached to our unique community they are determined to remain and make a place for themselves here, so it would appear Fairhope will have a considerable net gain. Extending you a hearty invitation to visit the community your father and grandfather assisted in founding I am

Very truly yours,

Secretary

Mr Gaston, -

I called at
your office this Morning
but you were out
so will call again
later in the week to
attend to the matter of
the leave.

While there I left
a small package of
butter & Bacon through
mistake. you were
closed for noon hour
when I thought about
leaving the package there
so will you please
give it to my little
~~son~~ ^{son} who will give
you this note.

Thanks
Mrs Randall Maudslayi

Mr Garton

Dec. 6, 1950

Mr. & Mrs. A. C. Mannich
Fairhope, Ala.

Dear Mr. & Mrs. Mannich
Fairhope, Alabama

Dear Lessees:

This year's taxes on your improvements and personal property are \$52.56 more than the rent you paid to us.

Please hand us the above amount at your earliest convenience so we can pay your tax obligations before they become delinquent the end of this month. Make check payable to City of Fairhope.

Yours truly,

Secretary

Dec. 1st, 1949

A.C.Mannich.
Fairhope, Ala.

Dear Lessee:

The 1949 tax charges on your improvements and personal property amount to \$49.21 more than your 1949 rent. We are paying the county tax in full but you will have to contribute the above amount toward the payment of your town tax.

We must make all our tax payments this month so must urge you give prompt attention to bringing us or mailing us the above amount. Make check payable to Town of Fairhope.

Yours truly,

Secretary

Paid

April 16, 1943

Mr. Jawn Marques,
Fairhope, Alabama

Dear Mr. Marques:

The improvements on the land applied for by you have been appraised at a value of \$35.00. Please advise me if you are willing to pay that amount or if you desire to withdraw your application.

The Council approved your application last night subject to the payment of the appraised value of the improvements.

Very truly yours,

Secretary.

April 24, 1943

Mr. Jawn W. Marques,
Fairhope, Alabama

Dear Mr. Marques:

I am sorry to have not been in when you called in reply to my letter of April 16.

Mr. Wolcott reports that you stated your are unwilling to pay the price set upon the improvements on the land applied for by you.

There are two courses you may follow: You may call and have refunded to you the deposit money paid with your application; or you may make a counter offer stating what you value the improvements at and are willing to pay.

Our next Council meeting is scheduled for Tuesday, May 6.

Very truly yours,

Secretary.

Feb. 4, 1952

Mr. E. M. Marshall
2609 30th Ave. N.
Birmingham 7, Ala.

Dear Mr. Marshall:

Enclosed we are returning to you the car tax receipt and our rent receipt for the amount of the tax.

If you have not yet paid the tax collector for your 1951 taxes on your buildings and personal property as assessed it will be to your interest to pay them at once before additional charges result from publication of the notice of delinquency and of sale. If paid now, before the 10th of this month the amount will be \$32.09. The tax is \$31.38, the collector's fee 50¢ and interest 21¢.

You can pay this by sending a check or money order to M. H. Wilkins, Bay Minette, Ala. telling him it is to pay the 1951 charges on your assessment No. 395 in the Single Tax Colony Book. If you will instruct him to mail the receipt to us we will mail you a rent receipt for the amount of the tax \$31.38. If you prefer you may send the check or money order made payable to Mr. Wilkins to me and I will send it in and get the receipt and credit you account accordingly.

Mr. Chapin advises me that you still owe \$39.12 on the 1951 rent and that penalty charges to February 1 amount to an additional \$3.32.

Very truly yours,

Secretary

Nov. 17, 1948

Mr. & Mrs. Elmer Marshall
Fairhope, Alabama

Dear Mr. & Mrs. Marshall:

We regret that you were not advised of the penalty due when you made your payment of \$12.54 the 13th of this month.

You will note on the bill sent you as of July 1 a penalty charge of \$4.78 was shown. Since the final rent payment was not made until Nov. 13 additional penalty charges amounting to 57¢ accrued making the total now due \$5.35.

We hope you will find it convenient to make this payment now.

Very truly yours,

Secretary

BANK OF FAIRHOPE

61-461
FAIRHOPE, ALA.

October 13, 1948

Mr. Elmer Marshall
Fairhope, Alabama

Dear Sir:

In checking the records of the Fairhope Single Tax Corporation with reference to delinquent rental accounts on properties which are mortgaged to us, we find that your account with the Fairhope Single Tax Corporation is delinquent in the amount of approximately \$57.00. This delinquency constitutes a default in your mortgage to this Bank; and not only that, it will prevent the Fairhope Single Tax Corporation from paying the taxes which are now due.

Accordingly, we would appreciate it if you would make immediate arrangements to pay this amount. If you cannot pay the entire amount in cash, we suggest that you come to our office for a discussion regarding the possibility of financing a portion of the amount so that your mortgage account may not be in default. Your immediate attention to this matter will be appreciated.

Yours sincerely,

President

KW:dp

cc: Fairhope Single Tax Corp.
Fairhope, Alabama

443
Sylvesta Martin and
Sheldon J. Hixon,

This is to advise you that at a meeting of the Executive Council of this Corporation held August 25, 1931, the transfer of lot 10, block two, Division three, (held in name of George F. Martin, on our records) to Sheldon J. Hixon, was approved, to be effective, and lease issue without further action of the Council, on satisfactory evidence of the completion of payment for the improvements on said lot by said Sheldon J. Hixon, according to the terms of agreement therefor, and of which you are advised and due showing of authority to convey in behalf of Mr. Martin.

Respectfully Yours,

E. B. Gaston

Secretary Fair. Single Tax Corp.

March 26, 1932.

Bank of Fairhope.

Receipt of notice of transfer of interest of Mrs. Sylvesta Martin in the above property to you, is hereby acknowledged.

Respectfully yours,

Sec. Fairhope Single Tax Corp.

May 26, 1950

Mr. Francis B. Martin,
Geneva, Ohio

Dear Francis:

In reply to your question concerning the meaning of "tenants in common", with reference to the lease to be issued to your father and Mrs. Martin, the lease conveys to each of the commontenant lessees an undivided one-half interest. In the event of the death of a common-tenant lessee his undivided one-half interest~~s~~ passes to his heirs at law if there is no will bequeathing it otherwise.

Though the transfer has been approved by the council I will have to delay completing it until I receive your lease with the signed endorsement of transfer on the back. I will appreciate this being handled with such dispatch as may be reasonable. With best wishes,

Sincerely,

P.S. We also issue a joint-tenant lease where all rights of the deceased pass to the survivor, rather than to heirs at law. Ward said he wanted the common-tenant lease.

FRANCIS B. MARTIN

GLENN L. MARTIN
JOHN J. GEIMEIER
ROBERT B. MARTIN
WILLIAM A. HALL
CHARLESE. WINNETTE
ETHEL W. WHITE
LYDIA M. CARTER

WARD B. MARTIN
FRANK W. MARTIN



MEMBERS
NATIONAL ASSOCIATION OF REAL ESTATE BOARDS
OHIO ASSOCIATION OF REAL ESTATE BOARDS
ASHTABULA COUNTY REAL ESTATE BOARD
NATIONAL ASSOCIATION OF INSURANCE AGENTS

PHONE 4531

GENEVA, OHIO

May 23, 1950

Fairhope Single Tax Corporation
Fairhope, Alabama

Attention: C. A. Gaston, Secretary

Dear Cornie:

Your letter of May 19th is before me, in which you state that the Council approved of the transfer of the Fairhope property to Ward B. Martin and Mildred P. Martin, and in which you as if there is any reason why there should be any hitch in this.

I think the transfer will be made O.K. but probably not as speedily as we had originally thought, perhaps a month or six weeks.

Sincerely yours,

FBM:mh

P.S. What does "tenants in common" mean?

May 19, 1950

Francis B. Martin
Geneva, Ohio

Dear Francis:

The possibility mentioned in my letter of Apr. 20 has developed. That is Ward has filed application from himself and his wife Mildred P. Martin for a common tenant lease to the property transferred to you. He reported that he anticipated receipt from you of the lease with endorsement there on authorizing such transfer prior to our meeting of last night, but that he wanted the transfer acted on at that meeting even though there was delay in the arrival of your lease.

The council did approve the transfer last night and I must have the authority I am now lacking. Evidence of such authority must be your lease bearing an endorsement on the back as follows: For one dollar and other valuable consideration I do hereby transfer to Ward B. Martin and Mildred P. Martin, as tenants in common, all of my right, title and interest in and to the within lease. The endorsement should be signed by you and the lease mailed either directly to me or to Ward.

If, for any reason there is to be any hitch in this, please get word to me by return mail so I can withhold the action already taken. Hriedly but with best wishes,

Sincerely,

Secretary

FRANCIS B. MARTIN

GLENN L. MARTIN
JOHN J. GEIMEIER
ROBERT B. MARTIN
WILLIAM A. HALL
CHARLES E. WINNETTE
ETHEL W. WHITE
LYDIA M. CARTER

WARD B. MARTIN
FRANK W. MARTIN



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NATIONAL ASSOCIATION OF INSURANCE AGENTS

PHONE 4531

GENEVA, OHIO

April 24, 1950

Fairhope Single Tax Corporation
Fairhope, Alabama

Attention: C. A. Gaston, Secretary

Dear Cornie:

Thank you for your letter of April 20th. I have signed the application for land and the copy of the lease, both of which are enclosed. I thank you kindly for your personal interest in the matter and trust you will keep me posted from time to time (Father is forgetful) as to who I owe and how much, in connection with this lease. Also thank you for getting the insurance taken care of for me.

I note the last paragraph of your letter and, in the main, I certainly agree with you. I would even go further and say that after any administration had been in power as long as the present administration, which in a time when the tax take was at an all time high, didn't reduce the public debt, should certainly be thrown out of office. Frankly I have always been interested in the principle of single tax and hope that the next time I am in Fairhope I may have the pleasure of listening to more about it.

Yours very truly,

FBM:mh
Encls.

Apr. 20, 1950

Mr. Francis B. Martin
Geneva, Ohio

Dear Francis:

Enclosed are the new leases issued in your name. Please sign the applications and leases and return to us the one on which CORPORATION COPY is written in the upper right hand margin. Also find enclosed the amended fire insurance policy.

Ward was in the office yesterday and advises of the possibility of a retransfer to him and Mrs. Martin as tenants in common with each holding an undivided interest that, in the event of his death would pass to his heirs.

Ward informs me there is quite a bit of building activity there. Sounds like you must be growing and times are good there. It's too bad that so much of our good times are tied to government spending.

Under our existing revenue laws government increases its spending power by decreasing the spending power of those who earn their money in the field of production and services. Any decrease in the spending powers of that largest segment of our population whose incomes are derived from their efforts in production and the rendering of services, means a decrease in the effective demand for goods and services. We have demonstrated that there is a source of public revenue that encourages production and that does not take from the individual anything that he has individually produced. That and that alone is responsible for Fairhope being the largest town in Baldwin County. Best regards,

Sincerely,

Secretary

FRANCIS B. MARTIN

GLENN L. MARTIN
JOHN J. GEIMEIER
ROBERT B. MARTIN
WILLIAM A. HALL
CHARLES E. WINNETTE
ETHEL W. WHITE
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PHONE 4531



MEMBERS
NATIONAL ASSOCIATION OF REAL ESTATE BOARDS
OHIO ASSOCIATION OF REAL ESTATE BOARDS
ASHTABULA COUNTY REAL ESTATE BOARD
NATIONAL ASSOCIATION OF INSURANCE AGENTS

GENEVA, OHIO

November 1, 1949

Mr. C. A. Gaston, Secretary
Fairhope Single Tax Corporation
Fairhope, Alabama

Dear Cornie:

Thank you so much for your letter of October 26th. I deeply appreciate the way you have handled this, for I knew Dad wanted no publicity and I agree with you that the matter is just as well handled to let it ride and let the Single Tax Corporation recognize the assignment at some future date.

Accordingly kindly return all the papers I forwarded to you. There is no necessity of even having the insurance assigned for, should a claim arise, Father would just use the money to repair or rebuild, and the draft might just as well go to him.

Thanks a lot for your interest in the matter and the very good judgment which you have used.

Yours very truly

Francis B. Martin

FBM:mh

Oct. 26, 1949

Mr. Francis B. Martin
A. B. Martin's Sons
Geneva, Ohio

Dear Francis:

I have not proceeded with a record transfer from Ward to you. Ward arrived before the meeting of the council at which the transfer would have been approved, and he was ~~so~~ opposed to any action, the publicity, or record of which might become known to others, that I did not know how to act in the matter.

As I stated in my previous letter I believe his endorsement on the lease, dated September 16, 1949, constitutes a legal transfer of the lease and the bill of sale a conveyance of the improvements. Not having taken any action in the matter of the conveyance of title and having no official record we would continue to recognize Ward B. Martin as the lessee and to assess the improvements in his name. That appears to me to be what he wanted.

The bill of sale should, it appears to me, be sufficient to accomplish the transfer or assignment of the insurance policy. I will hold all papers here in Ward's file until I hear further from you. If you decide to let the matter ride I suggest you write me, directing me to attend to the assignment of the insurance policy and to return the assigned lease to you with the policy, bill of sale, etc. Perhaps when you get down here we can work it out on some other basis. I don't want to cause Ward any anxiety or embarrassment and greatly regret that there has been cause for his feeling of insecurity and uncertainty in his relations.

I need not tell you I'll be pleased to do whatever I can for Ward and for you.

Sincerely,

Secretary

FRANCIS B. MARTIN

GLENN L. MARTIN
JOHN J. GEIMEIER
ROBERT B. MARTIN
WILLIAM A. HALL
CHARLES E. WINNETTE
ETHEL W. WHITE
LYDIA M. CARTER

WARD B. MARTIN
FRANK W. MARTIN



MEMBERS
NATIONAL ASSOCIATION OF REAL ESTATE BOARDS
OHIO ASSOCIATION OF REAL ESTATE BOARDS
ASHTABULA COUNTY REAL ESTATE BOARD
NATIONAL ASSOCIATION OF INSURANCE AGENTS

PHONE 4531

GENEVA, OHIO

October 4, 1949

Mr. C. A. Gaston, Secretary
Fairhope Single Tax Corporation
Fairhope, Alabama

Dear Cornie:

Thank you for your prompt reply. In accordance with your instructions, I have signed duplicate Applications for Land and the lease forms in duplicate, which you will find enclosed. I also enclose the transfer charge check of \$1.00.

I seem to have forgotten what little I knew about the way the taxes are handled and the land proposition. I presume you bill me every so often for the colony rent. Will you kindly set me straight on how the taxes on buildings, etc. are handled.

Thanks a lot for accommodating us in this matter. Hope to see you this winter.

Yours very truly,

A. B. MARTIN'S SONS

By

FBM:mh

Sept. 30, 1949

Mr. Francis B. Martin
Geneva, Ohio

Dear Francis:

Ed brought your letter to me and I am enclosing herewith applications and lease forms for you to sign. Return all copies to me. The lease is satisfactorily endorsed for such a transfer and the transfer will be approved at our next council meeting, Oct. 6. Our minutes are published and such publication constitutes a part of the record and I see no possibility of avoiding publicity to that extent.

Ed has retired from active charge of the treasurer's office though he still serves in the official capacity of that office and participates in council meetings as a council member. He has been quite a remarkable man but his efficiency became so depleted by age that I had the unhappy task of convincing him he should retire. I really didn't succeed in convincing him but did, after a fashion, get his consent. We have a Mr. Chapin attending to the office duties as cashier and bookkeeper. He has worked in the office in various capacities since last January.

I'm sorry to learn that Ward had not been well in the Summer but delighted to know he is so much better and that we will be seeing him soon. Your Dad is a remarkable man, for whom I hold much respect and affection. I surely hope he will be well this winter and for much time to come. Speaking of Winter, our temperature was in the low fifties this morning and I tempered to home temperature with the first fire in the fireplace.

Should you want to avoid so much publicity as will be necessary in accomplishing the transfer it might be that the desired effect could be accomplished by your holding the endorsed lease, but that would leave assessment on the County records in the name of Ward B. Martin and on our records the leasehold title would have to continue in his name. I believe it best to go on with the transfer. With sincere best wishes I am,

Sincerely yours,

Secretary

P.S. The transfer charge is \$1.00.

FRANCIS B. MARTIN

GLENN L. MARTIN
JOHN J. GEIMEIER
ROBERT B. MARTIN
WILLIAM A. HALL
CHARLES E. WINNETTE
ETHEL W. WHITE
LYDIA M. CARTER

WARD B. MARTIN
FRANK W. MARTIN



MEMBERS
NATIONAL ASSOCIATION OF REAL ESTATE BOARDS
OHIO ASSOCIATION OF REAL ESTATE BOARDS
ASHTABULA COUNTY REAL ESTATE BOARD
NATIONAL ASSOCIATION OF INSURANCE AGENTS

PHONE 4531

GENEVA, OHIO

September 21, 1949

PERSONAL & CONFIDENTIAL

Mr. Ed. Wolcott
Fairhope Single Tax Corporation Office
Fairhope, Alabama

Dear Ed:

Father has set up a trusteeship in which he makes me trustee of certain of his possessions, including his property there in Fairhope. He tells me that the way this is handled is to make a bill of sale of the buildings and to assign the lease. Accordingly such Bill of Sale has been prepared and signed, and the last has also been assigned. We enclose both of these papers, together with the insurance policy.

I write to you personally, first because we want as little publicity given to it as possible, and I know you can take care of it in that way if anyone can; secondly, I write as an old friend, asking a favor. Will you see that the proper transfers are made and after they have been made, ask Carl Bloxham to recognize Francis B. Martin, Trustee, as the insured under his policy 4474, Bankers Fire and Marine Insurance Company.

I presume that I will have to sign a new application for lease before such new lease is issued to me. Whatever it is that I should do, please write me.

Dad wasn't good the first part of the summer, lost quite a lot of weight and had us all worried. However, the last month or six weeks he has been on the mend and seems to be getting back to his former self. They plan to leave this week-end or early next week for Fairhope.

With kind personal regards to you and Mrs. Wolcott, I am,

Sincerely yours,

FBM:mh
Encls. 3

*Of course I'll pay whatever
the charges are.*
FBM

Francis B. Martin

Geneva O 9/11 48

Friend Oronio,

Thanks for your letter of Aug 7. but I think I will forget the Parker place at least for the time being.

However I much appreciate your giving me the chance.

We are O.K.O. and will be down later.

Tell that rent collector in your office Hella and to try and write more than one line and let us know how he and his boss are.

Best wishes
David J. My

Answer

Aug. 7, 1948

Mr. Ward B. Martin
Geneva, Ohio

Dear Ward,

Your letters received concerning the Parker place.

The latest development is as follows: When we got out our last half year's bill we found it will take, \$419.35 plus additional penalty to date of payment to clear the property to the end of this year.

Your tentative offer of \$400.00 is the best to come to our attention, except that Mrs. Parker believes her relatives would make offer, at a public sale to pay the full amount due the corporation plus costs of advertising, etc.

These matters were brought to the attention of the council this week and I have been directed to advertise the property for public sale in next week's Courier fixing the date of sale for Monday, Aug. 23. Lloyd and Grace and Mrs. Parker were all notified of the possibility of this action July 29. The former have not been heard from and Mrs. Parker has voiced no objection. Except for good cause presented by one of the most interested parties we shall proceed as outlined.

Should you care to make an offer and will not be in Fairhope at the time of the sale, I am sure you can arrange for someone here to represent you. With sincere best wishes to you and Mrs. Martin and the boys, I am

As ever,

Geneva O 4/2 48.

Dear Corrie,

Is there any prospect that my
offer on the Parker place will be
taken.

If so write me about it.

If not I want to withdraw it.
My affairs are changing and
I must plan ahead.

This does not mean I might
not buy the place I had the chance
but I never acted on an offer and
I am not sure how things (money)
will be. Best wishes to Ed and all of you
Ward.

Dr C. A. Gaston.

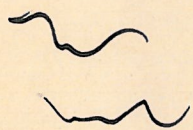
Geneva Ohio 7/20/48

Dear Corrie.

Please sign my name to any thing that will help to get White Ave or Liberty streets or either of them paved.

I think my leave is 132 ft on each.

If something more formal should be signed please send it up. Thanks & best wishes
Ward B. Mather.



A. B. JACKSON, ASST. TO PRES.
O. J. KRUGER, TREASURER
C. H. KNOCH, ASST. SECY.
L. W. KING, ASST. SECY.
S. J. MAC MINN, ASST. SECY.
W. W. SKINNER, INVESTMENT OFFICER

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

INCORPORATED 1865

CAPITAL \$ 10,000,000

J. C. MCKOWN, SECRETARY
C. A. DOSDALL, SECRETARY
M. D. PRICE, SECRETARY
H. T. DRAKE, JR., SECRETARY
R. H. BANCROFT, ASST. SECY.

A. B. MARTIN'S SONS, AGENTS

35 SOUTH BROADWAY

PHONE 103

GENEVA, OHIO

Dear Dr.,

Do you know if our
Fairhope property was assessed.
If not can you do it for
me. Think in my wife's name
Mrs Ward B or maybe Minnie F.
They have been attended to but
I cannot remember had so damn
much trouble lately do not know
if I am a foot or horseback but
we are coming out ok in the big
end and Minnie is some improved
comes to table noon & night and up to
in a chair some every day
Best wishes
Ward B M



Bill
Helle

Jan. 16, 1952

Mr. J. D. Mason
Fairhope, Ala.

Dear Dupree:

I find that I did not figure correctly when you were in our office and left a check to pay the 1951 taxes on your property. I did not take account of the fact that you would not be entitled to full credit for the receipt for taxes paid on your home place. You will no doubt recall that there the taxes exceed the rent by \$6.68 and the receipt is good for a credit of the amount of the rent only, \$106.32. Herewith find ~~that~~ receipt for that amount. You will note that it pays the last half of the 1951 rent on your home leasehold, delinquent since Oct. 1 and pays all but \$1.09 of the first half of the 1952 rent on that leasehold.

Also you will find a receipt for \$42.84 on the Fairhope Ave. leasehold. You will note that this falls short by \$44.06 of paying the delinquent last half of the 1951 rent and that the entire first half of the 1952 rent, \$84.93 is also now due.

Very truly yours,

Secretary

Dec. 1st. 1949

J. Dupree Mason.
Fairhope, Ala.

Dear Lessee:

The 1949 tax charges on your improvements and personal property amount to \$6.68 more than your 1949 rent. We are paying the county tax in full but you will have to contribute the above amount toward the payment of your town tax.

We must make all our tax payments this month so must urge you give prompt attention to bringing us or mailing us the above amount. Make check payable to Town of Fairhope, A

Yours truly,

Secretary

Paid

July 15, 1949

Mrs. J. Dupree Mason
Fairhope, Alabama

Dear Mrs. Mason:

We are herewith returning your bill and remittance, together with the bill for your 1948 Town of Fairhope tax which it appears you mistook for a receipt. The receipt for your 1948 Town tax will be good for a credit of only \$35.32. We paid your 1948 County tax in the amount of \$71.00 and your 1948 rent payment to us amounted to only \$106.32.

If you have not paid the Town tax yet I suggest you pay it and let us have the receipt together with your check for \$72.31 in settlement of your account with penalty figured to July 11, the date of receipt of your remittance.

I am pleased to report that I was successful this year in getting a reduction of the assessed value of your improvements that will effect a saving for you on the 1949 tax charges.

Very truly yours,

Secretary

Dec. 23, 1943

Mr. J. Dupree Mason
Fairhope, Ala.

Dear Mr. Mason:

When I checked the records of the Tax Assessor it appeared you had neglected to sign the Homestead Declaration on the assessment sheet.

I enclose a letter which I believe meets your situation. If so sign it and send it to the Assessor or bring it to me for forwarding.

This will have to be attended to at once. If the statement is incorrect, better see me about it and bring your last assessment sheet with you.

Very truly yours,

Secretary.

Jan. 18, 1943

Mr. J. Dupree Mason
Fairhope, Alabama

Dear Mr. Mason:

At its meeting last Thursday our Executive Council voted to adopt the suggested changes in lease descriptions in block 1, division 3, of which I wrote you December 21, 1942.

Our records here in the office including our copy of your lease have been so altered and we request that as soon as it is convenient you bring your lease to our office so the change can be noted thereon.

Very truly yours,

Secretary.

Dec. 21, 1942

Mr. J. Dupree Mason
Fairhope, Alabama

Dear Mr. Mason:

When we were called to your block last Saturday to definitely establish the line between the McCue and the DeWolf leaseholds discovery was made that your west line was approximately two feet farther west than it is described on the lease but since a like condition was found for all property lines to the west as far as and including the east line of the Paul Porter leasehold it was deemed best and to the mutual advantage of all concerned to leave the existing lines substantially as they are now established.

On this basis we drove wooden stakes at both the north and south ends of the line between your leasehold and that of Mr. DeWolf. If you will check these you will readily note, I believe that if the line was moved two feet to the east to conform to the lease description a building on the west side of your lot would be on such line. We are writing to all concerned asking them to notify us immediately if the foregoing solution is unsatisfactory and we ask that you do likewise.

If lines are to be left as they are your leasehold should be redescribed as the east 35 feet of lot 8 and lot 9 instead of the east half of lot 8 and lot 9. If you have any trouble finding the stakes let us know.

Very truly yours,

Secretary

Dec. 1st. 1949

Mr. R.G.Mason.
Fairhope, Ala.

Dear Mr. Mason:

You must pay your delinquent rent charges at once if you are depending on the corporation to pay the 1949 taxes on your improvements and personal property.

1949 taxes not paid this month will be subject to penalty charges that cannot be paid by the corporation.

Yours truly,

Secretary

Paid

May 9, 1944

Mrs. R. G. Mason
Fairhope, Alabama

Dear Mrs. Mason:

As you probably know we, as agents of the Fairhope Library Association, hold the contract for Mr. Mason's purchase of the Connolly improvements on Delamare Street.

Please advise us how much insurance you are carrying and whether the policy has a loss payable clause attached so that we would be protected to the extent of our interest in case of fire. I would like to have this information as soon as it is convenient for you to furnish it.

Very truly yours,

Secretary.

March 24, 1941.

Mr. Robert Maçon,
Fairhope, Ala.,

Dear Lessee:

On checking the assessment record at Bay Minette I failed to find any assessment in your name and your property was still assessed to Edwina Oberg on a "copied" assessment.

Please advise me if you failed to make the assessment in your name last fall. If you did you will have a duplicate assessment sheet and if you will bring it in I will attend to getting the copied assessment voided. A copied assessment carries a 50¢ assessor's fee and a 10% tax penalty which fall on the lessee owner since the Corporation is only liable for normal charges.

Very truly yours,

Secretary.

3/25/41 - Maçon called reporting he had neglected to make his assessment.

He was informed of the 50¢ fee and the 10% penalty on the assessment.

It was agreed that the loss of the homestead exemption \$3.90 might possibly be offset in part by the escape from assessment of a Refrigerator \$1.00 and a radio \$1.00.

Dec. 1st. 1949

Mr. T.R. Mason.
Fairhope, Ala.

Dear Mr. Mason:

You must pay your delinquent rent charges at once if you are depending on the corporation to pay the 1949 taxes on your improvements and personal property.

1949 taxes not paid this month will be subject to penalty charges that cannot be paid by the corporation.

Your truly,

Secretary

2/25/51 -
he had requested to make the
payment
he was
but the 10th payment on the second
ment
It was agreed that the \$100
the household should be \$100
family be offered in part by the
people from the household of a
payment \$100 and a refund
Paid

August 12, 1949

Mr. T. R. Mason,
Fairhope, Alabama.

Dear Mr. Mason:

The council has directed me to write to all lessees who have not yet paid in full the rent for last year, 1948.

I note that you owe a \$41.00 balance on the 1948 rent as well as \$70.38 1949 rent. In addition to the foregoing, penalty charges to July 1 amount to \$6.25. No payment was made on your account in 1948 and in 1949 only the \$25.00 paid March 11 has been received.

It is hoped you will be able to make a substantial payment on your account in the near future. Our corporation has assumed large obligations for street and sidewalk improvements, making it necessary to realize as much as possible from its outstanding accounts.

Very truly yours,

Secretary

Paid

C/C to M. Dyson

*No Payment
Paid \$41.00
Bal due 70.38*

Dr. Ganten -

The beaver is Frank Balen who is cleaning off the last nest to mine. - He has done a fairly good job of cleaning it up, but has to wait a few days to let the piles of brush etc dry out before burning it and finish cleaning it up as I want it done. I am paying him \$1.00 now and holding \$1.00 to be paid him when he completes the job, so if you will go ahead & pay him the \$3.00 you say you will to help out.

Frank's contract job was for \$5.00.

Thanks

William C. Mason Jr.

Dec. 1st. 1949

W.C.Mason.
Fairhope, Ala.

Dear Lessee:

The 1949 tax charges on your improvements and personal property on one of your leaseholds amount to \$6.92 more than your 1949 rent. We are paying the county tax in full but you will have to contribute the above amount toward the payment of your town tax.

We must make all our tax payments this month so must urge you give prompt attention to bringing us or making us the above amount. Make check payable to Town of Fairhope, Ala.

Yours truly,

Secretary

Paid

Dec. 10, 1942

Dr. W. C. Mason
Fairhope, Ala

Dear Dr. Mason:

We have the 1942 and 1941 Town tax bills on the property formerly assessed by Clarke Brothers which you have purchased. The rent having been paid in full on the land we are prepared to pay the full amount of the taxes, but there is an added interest charge on the 1941 tax amounting to 58¢ which it will be necessary for you to pay.

We suggest that you hand us a check payable to the Town in that amount or hand us the cash and we will pay the bill in full.

Very truly yours,

Secretary.

Paid ch.

Jan 7, 1944

Mr. Wm. C. Mason Jr.
Fairhope, Ala.

Dear Mr. Mason:

Our constitution provides that six months notice in writing must be given of the intent of a lessee to surrender his lease, together with the requirement that the rent must be paid to the end of the six month period. In your case six months rent is \$10.49.

We find that you paid us \$12.00 for the improvements on the premises and at its meeting last night the council agreed to waive the six months notice and to refund you the \$12.00 if you care to surrender the lease at once without further payment of rent by you. There would be no repayment to you of the bonus you paid in bidding for the lease.

With reference to your enquiry concerning restrictions on your sale of the improvements and transfer of the lease I wish to call your attention to the language in paragraph 3 of the "Application" attached to your lease: "I agree that I will neither ask nor accept a bonus for the transfer of an unimproved leasehold; nor will I charge an excessive price, out of any fair relation to the value of my improvements for transfer of an improved leasehold."

It may be that you can find some one who will value your improvements at a sufficient amount to enable you to recover more, but should you have to hold the lot for any length of time and pay the rent on it, it is doubtful. It might be that William Zepp would be interested. If you care to take up the proposal of the Council bring your lease in at once for proper endorsement and it will be presented at the next council meeting, Jan. 20.

Very truly yours,

Secretary.

March 11, 1943

Mr. & Mrs. Wm. C. Mason, Jr.
Fairhope, Alabama

Dear Mr. and Mrs. Mason:

This will inform you that Mr. Carnley has offered \$13.00 in addition to the rent and the appraised value of the improvements on the lot you have both made application for, a raise of \$8.00 over your bid of \$5.00.

If you care to make a higher bid please communicate your desires to me at once.

Very truly yours,

Secretary.

*Mason raised bid to 15⁰⁰
and Carnley withdrew.*

Feb. 16, 1943

Mr. Wm. C. Mason Jr.
Fairhope, Alabama

Dear Mr. Mason:

In reply to your inquiry concerning the lot joining yours on the east, the improvements (clearing and trees) on this lot have an appraised value of \$12.00 and the annual rent is \$20.98.

If you want to lease the lot I would advise that you make immediate application since the Zepps told us there was some one else that wanted to lease it if it was open for lease. I told them you had made enquiry about the lot and expected to lease it.

Very truly yours,

Secretary.

Feb. 25, 1947

Mrs. Frances Matlock
Fairhope, Alabama

Dear Mrs. Matlock:

Your rent for 1947 being influenced by approximately a 1/3rd increase in the frontage rate on Morphy Ave. where you have a frontage of 132 ft. and the frontage rate on Brown St. not heretofore charged where you have a frontage of 331 ft, figures considerably higher than for ~~1947~~ last year.

The street frontage rate on Brown St. as fixed by the Executive Council presumed upon the utilities being established on that street so the entire frontage would be suitable for residence improvement. However since the utilities are not yet available on that street the council voted to allow a discount on the first of the 1947 rent.

We have sent the bill for the first half of your 1947 rent to the Baldwin County Savings & Loan Ass'n. The bill is for a gross rent of \$71.99 with a discount as above stated of \$28.54, leaving a net rent for the first half of 1947 amounting to \$37.72. Unless a like discount is allowed for the last half the rent for that period will amount to the gross rent of \$71.99.

We wish to call to your attention the fact that your leasehold comprises a customary two lot frontage on Morphy Ave. and a five lot frontage on Brown Street.

Very truly yours,

Secretary

Copy to
Baldwin County Savings & Loan Ass'n



BALDWIN COUNTY INSURANCE AGENCY
ROBERTSDALE, ALABAMA

BIRMINGHAM, ALA.

October 8th, 1945

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

We are carrying \$2000.00 insurance in the
Hartford Fire Insurance Company on the Frances
Motloch-James T. Boggs property.

Yours very truly,

BALDWIN COUNTY INSURANCE AGENCY

Alyce C. Bill
BY Alyce C. Bill, Agent

ACB:wh

Bulmar 1942
Print name

Nov. 12, 1942

Mrs. Alice B. Maxfield
Fairhope, Alabama

Dear Mrs. Maxfield:

At its meeting of Nov. 5 our Executive Council approved the contract of R. A. Persis Tilton Bowen to make transfer to you of their lease to lot 14, blk. 6, div. 2 of the lands of our corporation.

I am enclosing an application in duplicate for the lease to be issued on completion of the contract which you will please sign and return to our office.

It will be necessary to assess the property in your name this year and you will please call to give me certain information I shall need to make a proper assessment. If possible please call this week.

Very truly yours,

Secretary.

March 26th.1949

Mr. N.M.MacNichol.
Fairhope, Alabama.

Dear Mr. MacNichol:

Once again I am sorry to inform you that we have charged your account with \$1.63. You might recall that you paid us back \$1.76 because the 1947 taxes exceeded the rent. Not thinking I accepted more taxes from you one of which was a 1947 Poll Tax Receipt. I also find that the receipts for 1948 that I accepted exceeded your rent by .13¢ making a total of 1.63. We are therefor reducing our receipt by \$1.63 showing your account owing us this amount.

Yours very truly,

E.C.Wolcott Treasurer.

FAIRHOPE SINGLE TAX CORPORATION

ADMINISTERING

Fairhope Single Tax Colony

ESTABLISHED 1895

FAIRHOPE, ALABAMA

Dec. 27, 1928

Report of Marion Smith, supt. lands and highways:
on land which Mrs. McCarthy desires to surrender

Lot on George Street, 132 ft. south of White Ave., 79 ft. wide

6 pear trees, \$10 each, - - - - -	-60.00
2 hen houses, on ground, - - - - -	-40.00
1 pecan tree, Frotsher - - - - -	15.00
1 Mulberry tree - - - - -	-15.00
1 peach tree, - - - - -	4.00
fence - - - - -	5.00
clearing- - - - -	8.00
	<u>147.00</u>

Lot west of house.

1 peach tree - - - - -	15.00
1 pear tree - - - - -	10.00
3 bearing persimmon trees - - - - -	30.00
fence - - - - -	4.00
clearing - - - - -	6.00
	<u>65.00</u>

132
79
211

Febch 3, 1942

Father J. J. McCarthy
808 Sprinhill Avenue
Mobile, Alabama

Dear Father Jack:

Enclosed find check for \$75.00 in payment for your mother's membership certificate. I should have gotten it off to you earlier and hope the delay has caused neither you nor your estimable mother any inconvenience.

We shall hope that your mother yet may get much satisfaction from life. We are grateful for the years of association we had with her and with your father and though we cannot now have the gratification of the close contact we once had we do feel that the severance of this tangible evidence of association has not had the slightest influence on our true relationship and we shall continue to cherish the realization that there is a bond that does not depend on tagible means which binds closer.

Sincerely yours

Secretary.

St. Joseph's Church

(JESUIT FATHERS)

808 Springhill Avenue

Mobile, Ala.

Feb. 27, 1942

Mr. C. A. Gaston,
Secretary, Fairhope Single Tax Colony,
Fairhope, Ala.,

Dear Mr. Gaston,

Enclosed herewith you will find my mother's certificate of membership in the Colony, with her name signed by herself and witnessed by me. It was signed yesterday, but I did not place the date in, for it was not clear to me that the date to be entered should be the date of her signing or the date of the sale. However I believe that it will be all right and correct for you to put in the proper date.

I am sending this to you by registered mail to guarantee its receipt.

Mr. Bloxham is having an inside toilet built in Mother's house; keep this in mind. Fixtures will be placed for the addition of a bathtub later.

With all good wishes,

I remain,

Respectfully yours,

J. J. McCarthy Jr.

Feb. 11, 1942

J. J. McCarthy, S. J.
808 Sprinhill Avenue
Mobile, Alabama

Dear Father McCarthy:

Your letter of Jan. 16 was read to the Council at its meeting last week and it was agreed that if your mother made formal offer to surrender her membership certificate on the terms suggested the offer would be accepted.

I believe this could be satisfactorily accomplished by having your mother sign the transfer blank on the back of the certificate and with you witnessing her signature. You could then bring the certificate to me and I would appropriately fill in the blank and we would write your mother a check for the \$75.00.

Sincerely,

Secretary.

St. Joseph's Church

(JESUIT FATHERS)

808 Springhill Avenue

Mobile, Ala.

Jan. 16, 1942

Dear Mr. Gaston,

With reference to our conversation of last week, I can say that my mother is willing to part with her membership in the Colony for the sum of \$75.00, and also that if she were offered \$1,200.00 for the house, she would accept it.

Kindly give Mr. Wolcott the enclosed check for the hal-year rental.

With kindest regards,

I remain,

Sincerely yours,

J. J. McCarthy, Jr.

St. Joseph's Church

(JESUIT FATHERS)

808 Springhill Avenue

Mobile, Ala.

Dec. 10, 1941

Mr. C. A. Gaston
Fairhope Single Tax Corp'n.,
Fairhope, Ala.
Dear Cornie:-

Mother carries a policy for \$700 with the Bankers & Shippers Ins.Co. of N.Y. of which Mrs. V.S. McClintock is the Fairhope agent. That is fire insurance.

As regards the other matter, I know that Mother has put aside a hundred dollars in her will for perpetual care of the lot in the cemetery. From a hurried reading of your letter, I am not sure just whither all this tends; it might be better if we could meet sometime when all your data is in and discuss it.

Have had a busy morning. Shall try to drop in on you some day on my way to Mother's.

Sincerely yours,

J. J. McCarthy S.J.

Dec. 9, 1941

Father J. J. McCarthy,
808 Springhill Ave.,
Mobile, Alabama

Dear Father McCarthy:

In order to make a proper assessment of your mother's property here I must know the amount of fire insurance carried and the name and address of the company or agent with whom it is insured.

With respect to the matter of your mother's membership certificate which we discussed some time past, there has been a recent development.

The Council had presented to it an offer by a sister and only heir of a deceased member to redeem the certificate. In this case the member had paid \$100.00 for the certificate in the early days of the colony. He had never been a lessee here but had spent the last year of his life here and was given free burial space in our cemetery. Those who are neither lessees or members are required to pay \$50.00 for burial space and the Council made offer to redeem the certificate for \$50.00 cash payment and the offer was accepted.

It is my understanding that your father is buried here and that space has already been provided for your mother. Their lesseeship entitled them to this, it is my further understanding so no deductions therefor would be made from the certificate redemption. However Mrs. Dyson recalls a conversation with your mother in which she proposed a donation to the cemetery fund to be used in defraying expense of care of the lot and it occurs to us that consideration of this might be desired by your mother.

I shall be glad to hear from you concerning this and I need the insurance information immediately. With best wishes and my highest personal regards I am,

Sincerely,

Secretary.

May 18, 1932.

Harry McClantoc,
City.

Dear Mr. McClantoc:-

The Colony bid in your property at tax sale Monday; but did so as much in your interest as its own, and wants you to retain your property if you can do so. We understand that you have a tenant, paying we believe \$3 a month. If an arrangement could be made for us to collect this rent and apply it on the rent of the land, it would carry you along until times might possibly be better.

According to memorandum of the treasurer the day of sale you were then indebted to us in the sum of \$39.87, which included rent for the first half of this year. The sum of taxes paid was \$3.64, but if this was paid by you, instead of being added to the debt, it would be taken off--that is all but fees and costs.

Better come in and see me about it.

Yours very truly

Secretary.

April 13, 1942

Mr. Fred T. McClendon
Union Springs, Alabama

Dear Mr. McClendon:

I am advised by the Tax Collector that the 1941 tax on the Fairhope Thater lot has not yet been paid.

I would suggest that you make check payable to M. H. Wilkins, Tax Collector and mail it at once to Bay Minette, Alabama. If you will ask the Collector to send the receipt to this office we will credit the amount of the tax paid to your rent account. The amount due is:

Tax	\$69:80
Collector's fee	:50
Int. to April 15	<u>1:23</u>
Total	\$71.53

The rent credit allowable on the above is \$63.00 since the \$69.80 shown above includes a 10% penalty and 50¢ assessor's fee.

I am also advised that the \$30.00 Town of Fairhope tax has not been paid. I would suggest that you send check to the Town for this and include 38¢ for interest to April 15. You may also tell them to deliver the receipt to us and we will send you a receipt for a \$30.00 rent credit.

Very truly yours,

Secretary.

04
3

153-13-23

$$\begin{array}{r} 55 \\ 15 \\ \hline 70 \end{array}$$

$$\begin{array}{r} 5000 \\ 2000 \\ \hline 7000 \end{array}$$

$$\begin{array}{r} 5000 \\ 2000 \\ \hline 7000 \end{array}$$

Tax penalties are governed by statute and cannot be waived. The heaviest penalty on the state and county tax bill resulted because no one attended to making a proper assessment in the fall of 1940, on which the 1941 tax is based. This neglect resulted in the addition of a 50¢ assessor's fee for making a "copied" assessment and in the previous year's assessed valuation being increased 10%, increasing the 1941 tax by 10% plus the 50¢ fee, these two totaling \$6.80. The deadline for the payment of state and county taxes is Dec. 31 and the collector is required to make a charge of 50¢ plus interest at the rate of 6% on all tax payments received after that date.

The penalty on rent obligations to our corporation amounts to 8% interest on delinquent accounts as provided for in the lease contract, a copy of which is enclosed. The treasurer is charged with its collection and cannot waive its collection. 1942 rent charges will not be subject to penalty charge until April 1 but the balance due from 1941 \$220.63 will bear penalty charges of 8% per annum until paid.

Very truly yours,

Secretary,

Jan. 24, 1942

Mr. G. E. Fuller
Old Spanish Fort Tourist Village
Daphne, Alabama

Dear Mr. Fuller:

Attached hereto you will find a statement of your rent account on the theatre lot.

You will note that \$220.63 of the 1941 rent remains unpaid and that the first half of the 1942 rent in the amount of \$115.67 is now due and that the accrued penalty charges as of January 1, 1942 amounted to \$8.82.

I also wish to call to your attention the necessity to pay the 1941 state and county tax which inclusive of penalties in the amount of \$6.80 is \$69.80 to which must be added an additional 50¢ tax collector's fee and interest at the rate of 6% to the date of payment. Also I believe the Town of Fairhope \$30.00 tax has not yet been paid and this must be paid before the end of this month to avoid penalties.

The receipts for the payment of these taxes may be turned in to our office for a rent credit of \$93.00; the net amount of the combined taxes less penalties. Further delay both in the payment of the taxes and the balance due on the 1941 rent will result in further penalties.

Very truly yours,

Secretary.

Copy to
McClendon Amusement Enterprises
Fairhope, Alabama



UNITED MOTOR COURTS, INC.

POST OFFICE BOX 1231
HOUSTON, TEXAS

Old Spanish Fort Tourist Village
Daphne, Alabama
December 24, 1941

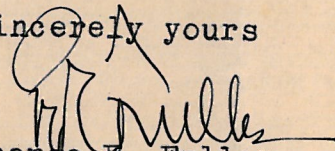
Dr. C. A. Gaston, Secretary
Fairhope Single Tax Corporation
Fairhope, Alabama

Dear Dr. Gaston:

Enclosed please find check for \$19.40 covering state and county taxes on my residence property in Fairhope and also \$18.33 rent on that property, a total of ~~\$88.13~~ ^{\$37.73} covering both state and county taxes and colony rent to January 1.

Thank you for calling attention to the theater situation. I have written Mr. McClendon as per enclosed copy and in the future I would appreciate it if, in writing to me, you would strike off an extra copy and send it to McClendon.

Sincerely yours


George E. Fuller

GEF/McC
Encs.



UNITED MOTOR COURTS, INC.

POST OFFICE BOX 1231
HOUSTON, TEXAS

Dec. 29, 1941

Mr. G. E. Fuller,
Old Spanish Fort Tourist Village,
Daphne, Alabama

Dear Mr. Fuller:

I am returning herewith your check for \$37.73 and ask that you send us check for the rent only, \$18.33.

I trust that you will get the revised check back to us by return mail since I am placing in line for payment both your State and County and Town of Fairhope tax bills.

I note what you write concerning the Theatre property and we will try to remember to send duplicate bills to the company. You should have told them we would pay both the State and County and Town taxes if they paid up the rent indebtedness. Best wishes to you and family for a Happy New Year.

Sincerely,


Secretary.

GEF/MCC
Encs.

Dec. 12, 1941

Mr. G. E. Fuller,
Spanish Fort, Ala.

Dear Mr. Fuller:

I have copies of the 1941 State and County tax bills on your theatre property and your residence property in the respective amounts of \$69.80 and \$19.40, which must be paid before the end of this month to avoid penalty.

Our corporation is paying taxes for its lessees whose rent accounts are paid up but I note that there is owing on the theater property \$229.47 inclusive of penalty and on the residence property \$18.33 inclusive of penalty.

If these amounts are paid now we will pay the above tax bills and will also pay the Town tax bills which are due this month.

Very truly yours,

Secretary.

Old Spanish Fort Tourist Village
Daphne, Alabama
December 24, 1941

McClendon Amusement Enterprises
Fairhope
Alabama

Gentlemen:

Dr. C. A. Gaston, Secretary of the Fairhope Single Tax Corporation, Fairhope, Alabama, says that he has copies of 1941 state and county tax bills on your theater property amounting to \$69.80 and he calls my attention to the fact that there is owing on the theater property a total of \$229.47 including the penalty.

He says that if the above items are paid, the Corporation will pay the town tax bills which are due this month.

In view of the above I suggest that you take advantage of this offer.

Very truly yours

George E. Fuller

GEF/McC

cc-Dr. C. A. Gaston, Secretary ✓
Fairhope Single Tax Corporation
Fairhope, Alabama

July 21, 1954

Mr. Murray McConnel
60 E. 42nd St.,
New York 17, N. Y.

Dear Mr. Mc Connel:

Your generous response to our gesture of commemoration of your father was duly received and greatly appreciated both by us and the librarian. I very much regret that it came at a time when it seemed impossible for me to attend to all the matters that needed attention. On the 14th of May our treasurer was taken sick and has not yet been able to return to the office. As a consequence for some time I had to attend to all the office work. Fortunately Mrs. Gaston became available to help June 1 and was able to take over the very considerable task of getting out the mid-year rent statements but because of her lack of acquaintance with the nature of the work she had to have considerable assistance from me.

Now we have employed a cashier and bookkeeper to do the treasurer's work and he is getting sufficiently acquainted with the work so that I am finding time to catch up with some of my sorely neglected obligations. Our librarian Miss Braune has wanted to write you of the library appreciation of your gift but thought she should await my acknowledgment and I fear my delay has been embarrassing to her. Thank you very much on behalf of the local membership and the library. Please convey our very best wishes to your mother.

Sincerely yours,

C. A. Gaston, Secretary

Copy to
Anna Braune

THE CUNO ENGINEERING CORPORATION

MANUFACTURERS OF FILTERS AND



ELECTRICAL AUTOMOTIVE EQUIPMENT

MERIDEN, CONNECTICUT

June 17, 1954

Please reply to: 60 E. 42nd St.,
New York 17, N.Y.

Mr. C. A. Gaston, Secretary
Fairhope Single Tax Corporation
Fairhope, Alabama

Dear Mr. Gaston:

Mother has shown me a copy of your letter of May 25th telling her of the action of the Executive Council in purchasing a book for the Library as a memorial for my late Father. Indeed this action by the Committee is very deeply appreciated by both Mother and myself.

I am taking the liberty of enclosing herewith my check for the same amount contributed by the Council and ask that it be applied to the same purpose.

Sincerely,

Murray McConnel
President

MMcC/vmj

Enclosure.

Apr. 22, 1954

Mrs. W. G. McConnel
53 Prospect Street
Stamford, Conn.

Dear Mrs. McConnel:

Enclosed find your membership certificate which I regret has been so long delayed. Fairhope is growing rapidly and our Colony policy continues to insure that a large part of the increase is on our land. Enclosed you will find a copy of our 1953 annual report which you will see supports this conclusion.

We hope you are enjoying good health and that time is tending to ease the difficulty of adjustment to the status made necessary by your recent loss. Be assured that you have the sincere sympathy of our local membership.

Sincerely and fraternally,

Secretary

THE CUNO ENGINEERING CORPORATION

MANUFACTURERS OF FILTERS AND



ELECTRICAL AUTOMOTIVE EQUIPMENT

MERIDEN, CONNECTICUT

December 21, 1953

Mr. C. A. Gaston
Fairhope, Alabama

Dear Mr. Gaston:

Thank you very much for your letter.

There is enclosed Certificate of Membership No. 123
in the name of W. G. McConnel. Mother has executed
this certificate in accordance with your instructions.
I trust that this is satisfactory.

Please send the new certificate to mother at her home -
53 Prospect Street, Stamford, Connecticut at your
convenience. With best wishes for a merry Christmas
to you all, I am

Sincerely,

Murray McConnel
President

vmj

Enclosure.

Dec. 11, 1953

Mr. Mrray McConnel
60 E. 42nd Street
New York 17, N. Y.

Dear Mr. McConnel:

I have your letter of the 8th and quite agree that there is no reason for probating your father's will in order to accomplish the transfer of his membership certificate to your mother.

I would suggest a change in my former directions by writing after your mother's name, widow and sole legatee of W. G. McConnel, deceased. Also after signing your name as previously suggested, write, as provided by his will recorded in Probate Records of _____ County, Connecticut, but not probated.

I am sure the council will have no hesitancy in accepting the certificate for transfer without any added assurances or other authority. Being unacquainted with the character of your father's estate I had just assumed that the will had been probated. I quite agree that under the circumstances there is no occasion for such procedure.

I have very pleasant memories of your grandfather, the Major. He was a frequent caller at the Courier office and as I recall highly valued by my father as a music critic contributor. I sincerely hope that you and your mother may get back to Fairhope at least to pay us a visit. With the hope that the holiday season may be pleasantly spent by you and your mother, I am,

Sincerely,

Secretary

THE CUNO ENGINEERING CORPORATION

MANUFACTURERS OF FILTERS AND



ELECTRICAL AUTOMOTIVE EQUIPMENT

MERIDEN, CONNECTICUT

Please reply to:
60 E. 42nd Street
New York 17, New York

December 8, 1953

Mr. C. A. Gaston
Fairhope, Alabama

Dear Mr. Gaston:

I have your letter of the 2nd and I appreciate your kind expression of sympathy. You may not realize how much mother and father always considered themselves to be identified with the Colony. They continued to read the "Courier" together almost as long as father lived and so kept in touch with events in and about Fairhope. You may remember that my own knowledge of the Colony now goes back for about 40 years. Initially I used to visit my grandfather, Major George M. McConnel, who lived in Fairhope before my father. My own connection with the Colony, even though a tenuous one, is also of great sentimental value to me.

All but one of the instructions you have given me in your letter regarding the transfer of father's membership certificate to mother can be easily complied with. The problem on which I must seek your help is the requirement of a certified copy of Letters Testamentary issued by the Probate Judge.

We do not intend to probate father's will, though it has been filed with the Probate Court in Stamford, Connecticut, as his estate contains practically nothing of monetary value. Judge Keating, who is Judge of the Probate Court in Stamford, was well acquainted with father's circumstances. As the only reason that we know of for going through the laborious Probate procedure would be to effect the transfer of this membership certificate, the Judge has suggested that I ask if transfer could be made without the Probate formalities.

I would be glad to provide the Executive Council with mother's affidavit that she is the only heir; with my own affidavit that I am mother's only heir (being an only child); with a letter from Judge Keating that he knows of the proposed

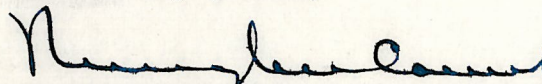
Mr. C. A. Gaston - 2.

December 8, 1953

transfer and sees no objection to it; or any other similar papers the Council desires. Father had no creditors, of course, but I would also be glad to give the Colony a letter agreeing to indemnify it against any claims that might ever be asserted against the Colony because of the transfer of the certificate.

I do hope that you will find it possible to make the transfer of membership to mother without requiring the probate of the will.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'Murray McConnell', written in a cursive style.

Murray McConnell
President

MMcC:vmj

Dec. 2, 1953

Mr. Murray McConnel
Goodhill Road
Weston, Connecticut

Dear Mr. McConnel:

We received with much regret the notice of your father's death and wish personally and on behalf of the surviving membership to extend our sincere sympathy to your mother and you in your bereavement.

With respect to the transfer to your mother of your father's membership certificate in our corporation you will note there is a transfer form on the reverse side of the certificate. We suggest that you write in on the transfer line as follows: Caroline A. McConnel, sole heir of W. G. McConnel, deceased. On the other blank line after "authorize" write in "its officers," fill in date and sign as Executor, Estate of W. G. McConnel, deceased, before a witness.

You may then send the certificate to us with a certified copy of the Letters Testamentary issued by the Probate Judge. We will present it to the Executive Council and secure authority from them to issue a new certificate to your mother.

Sincerely yours,

Secretary

THE CUNO ENGINEERING CORPORATION

MANUFACTURERS OF FILTERS AND



ELECTRICAL AUTOMOTIVE EQUIPMENT

MERIDEN, CONNECTICUT

November 27, 1953
Please reply to:
Goodhill Road
Weston, Connecticut

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

My father, W. G. McConnel, died on November 21, 1953 in Stamford, Connecticut. He held Certificate of Membership #123 in your Corporation which is dated April 28, 1920. My mother, Caroline A. McConnel, was appointed executrix of father's will, and I was appointed to serve as substitute executor should mother not care to act.

Mother is the sole heir under my father's will.

I would appreciate complete instructions from you as to the steps we should take to transfer this certificate of membership.

Very truly yours,

Murray McConnel

MMcC:lz

Dec. 9, 1942

Mrs. C. A. McConnel
Fairhope, Ala.

Dear Mrs. McConnel:

I have your 1942 Town tax bill in the amount of \$21.20 but find that after paying your state and county taxes there remains only \$10.38 for payment of this bill.

It will therefore be necessary for you to pay \$10.82. I suggest that you hand us a check payable to the Town for that amount or hand us the cash and we will make payment in full. It will of course be necessary to attend to this matter this month.

Very truly yours,

Paid in 12/12

Secretary

C. A. S.

Dec. 1st. 1949

G.F. McCoy
Fairhope, Ala.

Dear Mr. McCoy:

You must pay your delinquent rent charges at once if you are depending on the corporation to pay the 1949 taxes on your improvements and personal property.

1949 taxes not paid this month will be subject to penalty charges that cannot be paid by the corporation.

Yours truly,

Secretary

P. M. C.

Jan. 18, 1943

Mrs. Adair Worth McCue
Fairhope, Alabama

Dear Mrs. McCue:

I am returning to you herewith your lease of April 9, 1932 which you will note has been changed as to description as suggested in my letter to you of Dec. 21, 1942, such suggestions having been adopted by our Executive Council at its meeting of January 14, 1943.

A new lease has been issued to the land east of your leasehold and in this lease the revised descriptions are shown so there should be no further question concerning this matter.

Thanking you for your cooperation in this matter I am,

Very truly yours,

Secretary.

Dec. 21, 1942

Mrs. A. L. McCue
Fairhope, Ala.

Dear Mrs. McCue:

On Saturday, Dec. 17 when a survey was made to establish your east and west lines it was discovered that the existing lines are approximately two feet west of the lines in the lease description. It would appear that the practical thing to do is to accept the established lines which will make necessary a redescription of your leasehold as follows: East 35 feet of lot 6 and west 31 feet of lot 7; instead of east half of lot 6 and west half of lot 7.

Wooden stakes were driven at the suggested corners and I suggest that you locate these and see if they are satisfactory to you and if not that you notify me immediately. I am writing to the others involved and since all leaseholds have been improved, considering that the existing lines are correct I do not anticipate any objections but the stakes can hardly be considered final until opportunity for objection is allowed.

Very truly yours,

Secretary

Dec. 9, 1942

Mrs. A. L. McCue
Fairhope, Ala

Dear Mrs. McCue:

I have your 1942 Town tax bill in the amount of \$13.50 but find that after paying your state and county taxes there remains only \$5.27 for payment of this bill.

It will therefore be necessary for you to pay \$8.23. I suggest that you hand us a check payable to the Town for that amount or hand us the cash and we will make payment in full. It will of course be necessary to attend to this matter this month.

Very truly yours,

Secretary

Paid Cash 12/12

Dec. 24, 1941

Mrs. A. L. McCue,
Fairhope, Alabama

Dear Mrs. McCue:

Since the total of your State and County and Town taxes exceed the rent paid by you in the amount of \$10.48 and since your State and County tax bill carried an assessor's fee of 50¢ which we paid, we will have to ask that you bring us your check payable to the Town in the amount of \$10.98 if you wish us to pay the Town tax for you.

We will have to make payment before the end of the month so ask that you give this your immediate attention.

Very truly yours,

Secretary.

J. E. GOODEN REAL ESTATE & INSURANCE

TELEPHONE 8383

FAIRHOPE, ALABAMA

March 9, 1949

Fairhope Single Tax Corporation
Fairhope, Alabama

Gentlemen:

It is my understanding that the lease issued to C. N. Hartley, on property on Gaston Avenue, known as Hartley's Pecan Shed, provided that the building would be moved back to comply with Town specifications, or requirements, at the time the lease was issued.

I am of the opinion that this property can no longer be considered business property, as it is evidently not profitable to the Owners, and inasmuch as this shed seriously detracts from the value and appearance of my property that the above provision be enforced. While it has been my wish, not to impose a hardship on anyone, this condition has existed since my purchase of property on Gaston Avenue in 1942.

Your consideration in this matter will be greatly appreciated.

Yours truly,

J. C. McDaniel
J. C. McDaniel

*Letter to Mrs Hartley
3/17/49
JCB*

Dec. 9, 1942

Mr. J. C. McDaniel
Fairhope, Ala.

Dear Mr. McDaniel:

We have the 1942 Town tax bill on the property purchased by you from Mrs. Ruff in the amount of \$7.50 but find that after paying the state and county tax on this property there remains only \$4.82 for payment of this bill.

It will therefore be necessary for you to pay \$2.68. We suggest that you hand us a check payable to the Town for that amount or hand us the cash and we will make payment in full. It will of course be necessary to attend to this matter this month.

Very truly yours,

Secretary

Pd. Cash 12/28

May 29, 1943

Mr. E. R. McDavid
Arden Hotel
22nd St. & 5th Ave. N.
Birmingham, Alabama

Dear Mr. McDavid:

Mr. Mendenhall has brought to our office the bill of sale given him by you to accomplish full and complete transfer of the property described therein. I note that you authorize the Fairhope Single Tax Corporation to issue a new lease in his name, surrendering all rights held by you under a lease from our Corporation, stating that there is possibility you may not be able to produce the lease for regular cancellation.

While I believe we can proceed to issue Mr. Mendenhall a lease without actually receiving your lease it should be turned in if it can be found. If you can find it write on the back: "For value received I hereby transfer all my right, title and interest in and to the within lease to Thomas E. Mendenhall," sign it and send it to this office.

With sincere best wishes and the hope we shall see you folks this summer I am,

Very truly yours,

Secretary.

March 31, 1939

Mr. E. R. McDavid,
Arden Hotel,
Birmingham, Ala.,

Dear Sir:-

I find that a lease was issued to you, you having signed both the application and the lease when you were here to make the trade with Mr. Mendenhall. I have delivered your copy of this lease to Capt. Pose to be forwarded to you with the contract of Mr. Burneister.

You owe the Corporation \$1.00 for the lease issuance fee and I will appreciate your sending it as soon as you are in receipt of the lease.

Very truly yours,

Secretary.

Arden Hotel



TWENTY-SECOND STREET AND FIFTH AVENUE NORTH

BIRMINGHAM, ALABAMA

Nov 9/42

Dr C A Gaston,
Fairhope, Ala.

Dear Doctor:-

I am in receipt of your
very much appreciated favor of the 3rd
enclosing W H Burmeister's check for 243¹⁰
which pays his indebtedness to me in full.
It is no wonder that Fairhope is so very
popular, as you people are so cordial &
accommodating.

I trust I may have the pleasure of doing
as much for you some day.

Cordially Yours,
E R McDavid

Arden Hotel



TWENTY-SECOND STREET AND FIFTH AVENUE NORTH

BIRMINGHAM, ALA.

Fairhope, Ala.

April 14/36.

Dear Mr. Gaston:-

I enclose herewith
protest to the Board of Review.

Your opinion that the assessment
is excessive is entirely correct.

\$1500. would be a fair amount.

I paid \$1500. for the property, & have
spent about \$1000. for improvements,
having beautified the place inexpensively.
Please let me know if I can be of service.

Sincerely yours.

Ernie David.

W.H. BURMEISTER.

R. H. YOUNG

PHONE 9102



DIXIE HOTEL

OPPOSITE THE POST OFFICE
FAIRHOPE, ALABAMA
"ON MOBILE BAY"

April 1st 1939.

Dr C. A. Gaston Secty,
Fairhope Single Tax Corp.,
Fairhope, Ala.

Dear Dr.:-

I have sold to Mr. Billy
Bermeister the 40 acres transferred
to me by Mr. Mendenhall, & Capt. Pace
will forward any papers that may be
necessary for me to sign.

You did not issue me a lease that I
know of. Thanking you for this, & past
favours, I am, Very Truly Yours.

E. M. David.

Mr. Bermeister agrees to pay the Colony
rent beginning Jan. 1st 1939, & Mr. Mendenhall
paid it up to that time.

Approved by the Executive Council June 5, 1941.

C. A. Gaston
Secretary.

December 11, 1940.

Mrs. Julia Dacovich,
Fairhope, Ala.,

Dear Mrs. Dacovich:

I am sending you herewith receipted bill for the 1940 state and county tax on your property with explanatory note attached.

I am also sending the 1940 Town of Fairhope tax bill with memorandum attached showing that the combined taxes exceed the rent by \$3.28. If you will draw a check payable to the Town of Fairhope for that amount and bring it with the bill to this office we will make up the difference and pay the tax and furnish you with an officially receipted bill.

It will be necessary to attend to this before the end of the year so we will appreciate your giving it your early attention.

Very truly yours,

Secretary.

Dec. 15, 1941

Mr. Robt. W. McFarland,
Fairhope, Alabama

Dear Mr. McFarland:

I have a copy of your 1941 State and County tax bill in the amount of \$25.74 which must be paid before the end of this month.

As you know our corporation is paying the tax bills of its lessees whose rent accounts are paid but you will recall that there is balance owing by you in the amount of \$10.20 inclusive of penalty.

We want to get our tax obligations cleared as early as possibly so hope it will be convenient for you to pay up within the next few days.

Very truly yours,

Secretary.

*Pd. 12/14/41
& taxes placed in
line for payment*

Dec. 26, 1941

Mr. R. W. McFarland
Fairhope, Ala.

Dear Mr. McFarland:

Your 1941 State and County and Town of
Fairhope taxes exceed the rent paid by you by 92¢
If you will draw your check payable to the Town of
Fairhope for that amount and hand it to us we will
be glad to make up the difference and pay your
Town tax .

This will have to be attended to before
the end of the month so we will appreciate your giv-
ing it your early attention.

Very truly yours,

Secretary.

May 19, 1949

Mr. C. W. McGee
P. O. Box 504
Foley, Alabama

Dear Mr. McGee:

Mrs. Saxe was quite disturbed by your recent letter and since I am best acquainted with your lessee relationship with her I agreed to write you.

I believe you will recall that when you first came to our office with your proposal to assist Mrs. Saxe in securing a modest home in which she might feel secure for the balance of her days, we had a quite thorough discussion of all of the aspects of the case.

You must surely recall that I advised you of the fact that any money you might put into a house built on a Colony leasehold leased to you and Mrs. Saxe, in joint-tenancy, would have no investment value for you as long as Mrs. Saxe lived and no value to your estate should Mrs. Saxe outlive you.

If you will examine the lease you have you will note it is a lease to Harriette A. Saxe, to C. William McGee and to Hilda E. Moss for their joint lives and to the survivor. So long as all of you are alive no commitment of the leasehold interest of the interest held by any one of you is legal or binding, except it be approved by all. A life interest is all any of you have while the others are alive and the estate interest will be in the last to survive.

I believe you will see that you have nothing to sell so long as Mrs. Saxe and Mrs. Moss are alive. If some one should pay you something for your life interest in this property and you should die before either Mrs. Saxe or Mrs. Moss, the purchaser interest would be of no further force nor effect since all property right would vest in the survivors or survivor and your interest by whomever held would have died with you.

It seems clear to me there is only one practical consideration that can be taken of your problem. You made a gift to Mrs. Saxe that might be returned to you in whole or in part and with such additions or decreases as might have resulted at the time of her death, provided you were still living at the time of her death. If you

could not afford this gift when it was made you should not have made it. It was my understanding that the gift was wholly voluntary on your part and was made because you desired to give Mrs. Saxe the security of a home for the balance of her life. You knew at the time she would not be able to return the gift to you during her life.

Mrs. Saxe, I am sure, regrets very much that she is now in the position of benefitting from a gift from one who is himself in straightened circumstances, but she too has an investment in this property and is no more able than are you to realize anything from it, other than to occupy the premises. Your demands on her, which she is powerless to satisfy, can accomplish only her distress of mind.

I hope this may give you a clearer understanding of the situation as it really is. I further hope that your business affairs may improve to the extent of relieving your present distress.

Very truly yours,

• _____
Secretary

June 22, 1949
Foley Alabama

Mr C. A. Gaston
Fairhope Ala.

Dear Mr Gaston:
Your explanatory letter of May 19th received before leaving Fla. and I left it there by mistake, however I had it sent to me.

To begin with let me get this straight, I have not made ~~any~~ demands on Mrs Saxe.

After reading your letter I realize under the existing Lease, it is not a Partnership owned house, except if the present Lease were cancelled and a new Lease made out. Which I had in mind, having the impression it was a partnership owned Lease. (Had I thoroughly read the Lease I would have realized I was wrong.)

I explained to you what was uppermost in my mind, "to make Mrs Saxe have a Home and be secure during her Lifetime" and you arranged it as it is upon my suggestion.

She expressed the wishes several years ago that she preferred some one else as Co-owner

" 2.

and suggested, that I give my part to a friend' who ~~was~~ was not named.

So, when I had reverses I ^{thought I} saw the possibilities of salvaging a part of the money I had spent and as Mrs Saxe said she preferred Jim Gaston to be Co-owner, and too I had promised Mr Jim Gaston when I talked with him at the time of the lease, that should I ever sell the property (after Mrs Saxe's death) I would consult him first and give him the opportunity to acquire same.

A year ago when I was in Fairhope and saw Mr Jim Gaston, I was under the impression Mrs Saxe had been talking to him about the sale of my rights, and his acquisition of those rights, by a Change of the Lease, of course with the Signatures of all three persons.

He did not seem to know anything about the Lease or a suggestion of a Change or a desire of acquisition. He must have thought as I see it now. that I was trying to pull a fast one on him.

So, so long as Mrs Saxe does not want to sign the Sale of the Lease and make out a new one

to her liking, I will just forget about the whole thing, and pay the Taxes, as was the original agreement, and at her death then do whatever I may see fit at that time. Of Course providing I survive her, with the approval of Hilda Moss.

I am indeed very sorry you was troubled with this, also very sorry Mrs Sax was so disturbed, ^{all} due to my ignorance by not carefully reading the Lease - and digesting contents.

I ~~do~~ appreciate your explanation of the Lease to me.

With kindest personal regards

Sincerely
W. Lee
E.W.

Dec. 5, 1949

Mr. C. W. McGee
Route #1
Palmetto, Fla.

Dear Mr. McGee:

Enclosed find receipt for your recent remittance of \$15.00 which has been credited on the account of McGee, Saxe and Moss.

It appears at this time that the credit will take care of all rent and tax charges through the year 1950.

With best holiday greetings I am,

Very truly yours,

P. S. I called Mrs. Saxe and advised her of the status of the account and she was much pleased to learn that she would have no further payments to make at this time.

Route #1
(Piney Point)
Palmetto Fla.
Dec. 1st 1949

Mr C.A. Gaston
Fairhope Ala.

Dear Mr Gaston:
yours of Nov. 28th received yesterday
thanks for prompt reply.

I thought the entire amount Rent, Taxes etc were
paid for 1949 and thought the \$15.00 would
take care of 1950 amounts due.

Apply the amount of Check for the 1950 or any
indebtedness on the property. Should this
amount prove inadequate please inform
me of the amount and I will send it to you.

My original obligation was to keep up Taxes
Rent, etc on the property, tho' it was not until
this year that I knew the approximate
amount. I would send Mrs Saxe various
amounts of money (all small) to take care
of incidentals and the taxes etc.

Thanking you
Sincerely

Ed M. Gee

as yet
42° coldest here.

Nov. 28, 1949

Mr. C. W. McGee
Route #1
Palmetto, Fla.

Dear Mr. McGee:

I am in receipt of your letter of Nov. 24 and your check for \$15.00.

Mrs. Saxe has paid all of this year's rent in the amount of \$7.02. However since her taxes on improvements and personal property amount to \$10.33 it will take an additional \$3.31 to completely pay the tax obligations.

The first half of next year's rent which it appears will be \$3.81 for the half year, will be due January 1 and it appears that next years taxes will exceed the rent as they have this year, so it may be best to just credit the check to the account. If this is done it appears it will take care of this year's excess tax, the 1950 rent and the excess tax for 1950.

I am rather of the opinion it is best to credit the full \$15.00 to the leasehold account and we will pay the tax charges in full, charging the excess tax payment to the account. If this is done I believe it will pay the account in full through the year 1950. Please let me hear what you wish us to do in this matter.

Very truly yours,

Secretary

Route #1
Palmetto Fla.
Nov. 24, 1949

Mr. C. A. Gaston
Fairhope Single Tax Inc.
Fairhope Ala.

Dear Mr. Gaston:

For the past few weeks I have tried to get started writing letters, especially one to go with the enclosed check for the Taxes on the little house where Mrs. H. A. Saxe lives.

This check is for \$15.⁰⁰ as I don't know the amount of Taxes due. Last year and previously it was \$11 or \$12. please give Mrs. Saxe the change should this be an over amount. Should it be insufficient amount please notify me at the above address.

Thanking you for past favors

Sincerely

C. W. McGee

Colorado City, Texas
Jan. 30, 1948.

Fairhope Single Tax Corp.
Fairhope, Ala.

Dear Sirs;

I received a notice recently that you were
assessing taxes on the colour property there.
I have done no building on my property
in the last year.

Yours truly,

W. B. McMillen

Colorado City, Tex.

COPY

Dec. 21, 1947

Mr. Wm. McIntosh jr.
Fairhope, Ala.

Dear Mr. McIntosh:

Our corporation can only pay 1947 taxes
for lessees whose 1947 rent is paid in full.

1947 taxes on your property on Fairhope
Ave. now due the county collector and town clerk
amount to \$36.00. Taxes not paid this month will
be subject to added charges.

Very truly yours,

Secretary

Feb. 25, 1947

Mr. and Mrs. Wm. J. McIntosh Jr.
Fairhope, Alabama

Dear Mr. & Mrs. McIntosh:

At the time of fixing the 1947 rents it was anticipated that you would have fully utilizable East frontage on Brown St. Your rent calculated on that basis gives a very considerable increase over the rent charged for 1946.

At its last meeting the Executive Council gave consideration to the fact that the inability of the Town to extend water and electric utilities onto Brown St. deprives you of putting this frontage to its fullest use. It voted to give substance to this recognition by allowing you a discount on the first half of the 1947 rent in the amount shown on the enclosed statement.

It is hoped the Town will be able to provide these extensions before the last half year's rent becomes due so your new frontage will be capable of fullest development. Should such be the case you may anticipate a rent charge for the last half of 1947 in the amount of the gross bill as shown on the statement.

Very truly yours,

Secretary

50-97

Fairhope, Ala
Nov. 20, 1946

Gentlemen;

I submit this letter to the Council as a request for permission to lease two lots on Brown St. directly across the street from the Jack Beaty residence.

Electricity is available at these lots, and I've made arrangements for a water line to be run from the Chas. Knight home, across the alley, if it would be permissible. I would gladly bear the expense of running the line. I'm planning on building a modern, permanent home, immediately, and this location is particularly desirable to me as it is near my business on Fairhope Ave.

I am a veteran and can obtain priority for all material needed in building.

Hoping you will give this favorable consideration.

I remain,

Respectfully

H. J. McIntosh, Jr.

March 31, 1949

Mr. Wm. J. McIntosh, Jr.
Fairhope, Alabama

Re: LBG 415-Alabama

Gentlemen,

We are informed that you have not paid the State and County Taxes on the property which is pledged on your mortgage to the Bank.

This constitutes a default in your mortgage and the matter should be cleared immediately. We hope that by the time that you receive this letter that you will have made the required payment.

Yours sincerely,

President

KW:eb

cc: Veterans Administration
Fairhope Single Tax Corp.

Dec. 11, 1942

Mr. Wm. J. McIntosh Jr.
Fairhope, Alabama

Dear Lessee:

A recent check of the County tax record showed that your 1942 state and county tax had not been paid.

We have a copy of the bill in the amount of \$12.30 and if you care to do so you may bring us your check payable to M. H. Wilkins, Collector and we will forward it with other tax payments we are making and when the receipt is returned we will give you a rent receipt therefor.

We wish to call to your attention that your rent account is now delinquent and is being charged with penalty; also that both the above tax and the Town of Fairhope tax must be paid this month to avoid penalties.

Very truly yours,

Secretary

March 25th. 1949.

Wm. J. McIntosh Jr.
Fairhope, Alabama.

Dear Mr. McIntosh:

M. H. Wilkins, County Tax Collector advises us your 1948 State and County Tax has not been paid.

The total charges to date amount to \$24.61. To avoid additional charges this bill must be paid at once. We have been furnished with a copy of your bill which should accompany your remittance. If you will bring us a check or money order for the amount due payable to M. H. Wilkins, we will forward it with the bill and when the tax receipt is received we will issue a rent receipt in the amount of the tax.

It is hoped that you will appreciate the urgency of this matter and give it your prompt attention.

Yours truly,

C. A. Gaston

Secretary.

Bank of Fairhope
Copy to ~~The Baldwin County Savings~~
~~and Loan Association.~~

Dec. 1st. 1949

Wm. McIntosh:
Fairhope, Ala.

Dear Lessee:

The 1949 tax charges on your improvements and personal property amount to \$5.16 more than your 1949 rent. We are paying the county tax in full but you will have to contribute the above amount toward the payment of your town tax.

We must make all our tax payments this month so must urge you give prompt attention to bringing us or mailing us the above amount. Make check payable to Town of Fairhope.

Yours truly,

Secretary

Paid

Dec. 9, 1942

Mr. Wm. McIntosh
Fairhope, Ala

Dear Mr. McIntosh:

We have your 1942 Town tax bill in the amount of \$18.60 but find that after paying your state and county taxes there remains only \$13.39 for payment of this bill.

It will therefore be necessary for you to pay \$5.21. We suggest that you hand us a check payable to the Town for that amount or hand us the cash and we will make payment in full. It will of course be necessary for this matter to be attended to this month.

Very truly yours,

Secretary.

*Paid cash 12/16
C.A.B.*

July 1, 1937

Mr. Wm. McIntosh
Fairhope Ala.

Dear Mr. McIntosh:

From the above bill for rent owed by you it would appear that it is or should be the Colony's turn to get some attention.

I wish to call to your attention that the manner in which this account has been handled in the past has been a rather expensive one for you. Over the past few years I find items of interest charged to the account amounting to between \$50 and \$60, which charges are largely due to your negligence in promptly turning in your tax receipts for credit. It appears now that receipts for the town taxes of 1934-35 and 1936 amounting to upwards of \$80 have not been received at this office for credit on your account.

A few years back your assessment was larger and taxes paid by you came more nearly equalling the rent charged than they do at the present time, so that the difference between the taxes and rent charged must necessarily be paid in cash to balance the account which has become larger. We request your immediate attention to this matter and suggest that you bring in such tax receipts as you have at once and if you cannot also make a substantial cash payment that you advise us how you expect to handle this account.

Very truly yours,

Secretary

CAG/mg

Dec. 15, 1941

Mr. Ellis McKenzie
Fairhope, Alabama

Dear Mr. McKenzie:

I have a copy of your 1941 State and County tax bill in the amount of \$16.81 which must be paid before the end of this month to avoid penalty.

This year our corporation is paying the taxes for its lessees whose rent accounts are paid but I note that you have an indebtedness of

Oct. 5, 1951

Mr. Frank McKenzie
Fairhope, Ala.

Dear Mr. McKenzie:

There is no assessment of building on the land you lease from our corporation. If there are any buildings on this land we will appreciate it if you will call at our office some time this month and report them so we may make a proper assessment.

This is in reply to your letter of October 3, advising us that there has been no improvements on the land since last Oct. 1st.

Very truly yours,

Secretary

Fairhope, Ala.,
Oct 3. 1951

Fairhope Single Tax Corp,

Dear Sirs:

Concerning our property. There hasn't been
know improvements on it since last Oct. 1st.
There isn't any fire insurance, nothing
for the home. It is just the same as
last year. Hoping this will give you the
information you want.

Sincerely Yours
Frank M^cKenzie

Feb. 12, 1945

Mr. Frank M. McKenzie
P. O. Box #121
Mulberry, Fla.

Dear Mr. Mack:

I am in receipt of your letter of Feb. 8 and have had the enclosed instrument of conveyance drawn up, a bill for which is also enclosed.

If you will take this before a Notary Public and execute it and return it to me or send it to Mrs. McKenzie it will be sufficient authorization for us to make the conveyance of title on our books.

We're still having a time to get a steady man at the plant and miss the good old days when we didn't have to worry about man-power.

I surely hope all is going well with you and that it will continue so. With best wishes I am,

Very truly yours,

Secretary.

P. S. Your name has been placed of the Courier list, with subscription paid for one and one-third years.

Feb. 8th 1945-

Dr O. A. Gaston

Dear Dock

will you please
transfer the home lot and house from
me to Leona Gertrude McKenzie. as
it is the Childrens wishes. And if
it is necessary for me to sign any papers
please send them to me and I will
sign and return and pay for same
enclose you will find \$2⁰⁰ for the
Carrier if it is \$1⁵⁰ let it extend on

Frank M. McKenzie

P Box 121 } Mullerry Pla

N. 62 ft of St. 4 of W. 1/2 of Lot 7

Blk 8, Div. 4 no plat -

Sept 13 1911

Case dated 12/28/40

August 12, 1949

Mr. and Mrs. F. L. McKenzie,
Fairhope, Alabama.

Dear Mr. and Mrs. McKenzie:

Our lessees, whose lots lie to the North of the lots recently leased to you, have expressed the hope that you can soon get around to cutting the high weeds and grass on your lot.

We are sure you will understand their interest in this matter and will do what you can to relieve the situation. Your earliest possible attention to this matter will be appreciated by both the lessees and the corporation.

Very truly yours,

Secretary

MERRILL LYNCH, PIERCE, FENNER & BEANE

FIRST NATIONAL BANK ANNEX

MOBILE 13, ALA.

P. O. Box 1602
MOBILE 9, ALA.

TELEPHONE 2-1745

December 17, 1948.

Mr. Gaston, Secretary,
Fairhope Single Tax Corporation,
Fairhope, Alabama.

Dear Mr. Gaston:

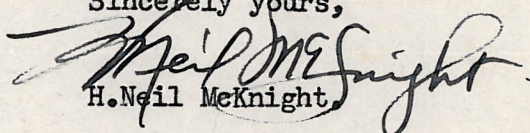
Attached you will find "Lease" on Lot 2 Block 14 F. Division 2, in the name of "Mary M. Harris", which she has assigned to "Ida Harris McKnight"; also two Applications signed by "Ida Harris McKnight".

Mrs. Ida Harris McKnight's address is: 154 Roberts Street, Mobile, Alabama.

At sometime in the near future Mrs. McKnight will be over to sign the new Lease and pay you for any costs.

Thanking you for your attention to this matter, and with very kind regards, I am,

Sincerely yours,


H. Neil McKnight

HNMcK:sf

December 11, 1940.

Mrs. Caroline C. McLean,
Fairhope, Alabama,

Dear Mrs. McLean:

The Fairhope Single Tax Corporation operates on a cash basis and good business management of corporations so operating requires that all possible effort be made to discharge current obligations within the year.

Under our lease contract with you we assume the obligation to pay your taxes but it is necessary to have your cooperation in this matter. I presume you have already paid the tax bills and now hold receipts which it would be to our advantage to redeem in cash.

I believe you stated that you wanted to keep in your possession adequate evidence of your payment of the taxes and I have thought that this could be provided by permitting us to make copies of the receipts for our files, returning to you the original receipts.

For those lessees who have consented to our payment of the taxes for them I am this year securing the bills officially stamped PAID by the Collector. These receipted bills give the date of payment and the number of the receipt issued. To such receipted bill I attach printed statements as enclosed.

We will very much appreciate such cooperation as you can give in this matter.

Very truly yours,

Secretary.

August 12, 1949

Mrs. Eva Pearl McLean,
Fairhope, Alabama.

Dear Mrs. McLean:

The council has directed me to write to all lessees who have not yet paid in full the rent for last year, 1948.

I note that you owe a \$72.93 balance on the 1948 rent and all the 1949 rent, \$146.70. In addition to the foregoing, penalty charges to July 1 amount to \$5.85. When delivered to us, the 1948 Town and County tax receipts will entitle you to a credit of \$47.49. There have been no credits to your account since April 2, 1948. It may be that you have automobile tax receipts and poll tax receipts that can be credited to your account.

It is hoped you will be able to make a substantial payment on your account in the near future. Our corporation has assumed large obligations for street and sidewalk improvements, making it necessary to realize as much as possible from its outstanding accounts.

Very truly yours,

Secretary

C/C to Merchants National Bank.

*No Payment
Made Nov 17*

Dec. 16, 1948

Mrs. Eva Pearl McLean
City

Dear Lessee:

Enclosed find bills for your 1948 town and county taxes. If you will pay up your rent account in full this month while these taxes can be paid before becoming delinquent you return the bills to us and we will pay them.

If you pay these bills it will be to your advantage to deliver the receipts to us promptly for credit on your delinquent rent account. You probably have car and poll tax receipts that may be credited on this account.

Very truly yours,

Secretary

November 7, 1947

Mr. A. Gordon McLean
Fairhope, Alabama

Dear Gordon:

As you know Mr. Trawick is making an assignment to the Merchants National Bank of Mobile of the mortgage which he holds on your property. The Bank is requiring title insurance and in order to obtain title insurance the Title Company is demanding that we furnish them with information and documents as outlined in the attached copy of a letter which I am addressing to the Fairhope Single Tax Corporation.

I am sure you and Mrs. McLean will lend your cooperation in this matter and I am giving you this advance information so that you will know the purpose of executing the new lease when Mr. Gaston calls upon Mrs. McLean to affix her signature.

Yours very truly,

John D. Baumhauer

JDE:c
Enc.

✓ CC Mr. C. A. Gaston, Secretary
Fairhope Single Tax Corporation
Fairhope, Ala.

Nov. 15, 1947

Mr. John D. Baumhauer
319 Annex First National Bank
Mobile 3, Alabama

Dear Mr. Baumhauer:

As requested in your letter of Nov. 7 I have executed a new lease to Eva Pearl McLean on which the signatures of the officers and of Mrs. McLean are duly acknowledged, which lease is herewith enclosed.

Instead of addressing a letter to the Title Insurance Company I have prepared a statement concerning the land involved in the lease. This statement which you will also find enclosed is prepared in a form previously supplied in like cases and I believe it will be found to be satisfactory.

I also enclose a copy of the form of assent that is quite generally used in such cases and if you find it to be satisfactory you may return it to me with request that it be executed, advising us of the amount of the loan.

Your letter arrived a couple of days following the holding of the last meeting of the Executive Council, Nov. 6. The next meeting is scheduled for Nov. 20 and the assent can be given at that time and any other matters you deem to be necessary requiring council approval can have attention then if we are advised of such.

Very truly yours,

Secretary

COPY

PHONE 2-5883

JOHN D. BAUMHAUER
REAL ESTATE AND GENERAL INSURANCE
319 ANNEX FIRST NATIONAL BANK
MOBILE, 3, ALABAMA

P. O. BOX 423

November 7, 1947

Mr. C. A. Gaston, Secretary
Fairhope Single Tax Corporation
Fairhope, Alabama

Dear Mr. Gaston:

Pursuant to our phone conversation several days ago I hand you herewith lease dated November 16, 1945 executed by the Fairhope Single Tax Corporation to Eva Pearl McLean covering the following described property:

Lot one (1), except the North 104 $\frac{1}{2}$ feet, Block twelve (12), Division one (1) of the land of lessor in the Town of Fairhope, Alabama as per its plat thereof filed for record Sept. 13, 1911.

Attached to this lease is the original application of Eva Pearl McLean.

You will please cancel the attached lease and execute a new lease on said property from the current date to Eva Pearl McLean and bearing in mind that it is necessary for the purpose at hand that the signatures of the officers of the Fairhope Single Tax Corporation to said lease be properly acknowledged by a notary public on the reverse side of said lease and also that there be a separate notary acknowledgment to the signature of Mrs. McLean, the Lessee.

It is also desired that you address a letter to the Title Insurance Company of Mobile, Alabama listing each and every lease heretofore executed by the Corporation on said property with a statement in said letter to the effect that each and all of said leases have been surrendered to you and cancelled. You will please forward said letter to the undersigned with the new lease.

It is also necessary that we have a second letter from you addressed to Eva Pearl McLean, the Lessee assenting to the assignment of the new lease to Thomas L. Trawick and/or The Merchants National Bank of Mobile, Mobile, Alabama. Also enclosing said letter with the new lease and the letter to the Title Insurance Company which you are to forward to me.

PHONE 2-5883

JOHN D. BAUMHAUER
REAL ESTATE AND GENERAL INSURANCE
319 ANNEX FIRST NATIONAL BANK
MOBILE, 3, ALABAMA

P. O. BOX 423

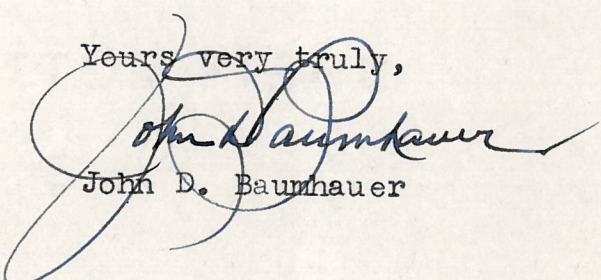
- 2 -

Mr. C. A. Gaston, Secretary
11/7/47

I am sending copy of this letter to Mrs. McLean, who will cooperate with you in the execution of the new lease.

It will be appreciated if you will give this matter your prompt attention.

Yours very truly,


John D. Baumhauer

JDB:c

CC Mr. A. Gordon McLean
Fairhope, Alabama

Jan. 29, 1952

Fred T. McLendon Theatres
Lock Drawer 352
Union Springs, Ala.

Dear Mr. McLendon:

We herewith acknowledge receipt of your check for \$511.48 mailed to us to pay the rent charge on your leasehold for the year 1951, for the first half of the 1952 rent and accrued penalty charges.

We are enclosing our receipt for \$509.94 and give the following explanation of the deficiency: Your 1951 rent not having been paid prior to the end of the year 1951 we were unable to pay the 1951 taxes due on your improvements and other theatre property before they became delinquent and required the payment of added charges. The tax amounts to \$187.20 and we are forwarding our check to the Tax Collector for that amount but we must add a 50¢ fee and 94¢ interest for which we are purchasing a money order at a cost of 10¢.

We hope the foregoing will be satisfactory to you. In July we will bill you for the second half of the 1952 rent plus the \$1.54 balance due on the first half and if that bill is paid prior to the end of this year we will pay the tax before it becomes delinquent.

Very truly yours,

Secretary

Nov. 29, 1950

Mr. Fred T. McLendon
Union Springs, Alabama

Dear Mr. McLendon:

In order to properly assess your property here I need to know the cost of the cooling equipment you installed in your building at Fairhope. I do not want the total cost of equipment and installation but just the purchase price of the equipment.

Also I should have information as to the amount of insurance you carry on the building and contents and the name of the company or agent.

Taxes must be paid ~~xxxxxxx~~ to the County Collector and to the City of Fairhope before the end of the year to avoid penalty charges. We can pay taxes only for those lessees whose 1950 rent accounts are paid in full. We note that you have not yet paid the last half year's rent and that the amount due is \$168.11.

We will appreciate your early attention to these matters.

Very truly yours,

Secretary

Jan. 23, 1944

Mr. Fred T. McLendon,
Union Springs, Ala.

Dear Mr. McLendon:

Enclosed find receipt for credit on your rent charge in the amount of \$8.99, the 1942 tax paid on your car used in connection with your business here.

The receipt for this tax was lost prior to Mrs. Mason taking charge here and I agreed to get the data from the license clerk at Bay Minette. The above is the amount of the tax he reported to have been paid that year.

You may deduct the above amount from the bill sent you for the first half of the 1944 rent and remit the balance.

Very truly yours,

Secretary.

Copy to:

Mrs. Mason

Dec. 10, 1942

Fairhope Theatre
Fairhope, Ala

Gentlemen:

We have your 1942 state and county tax bill in the amount of \$63.50, 50¢ of which is an assessor's fee charge that is not an obligation under the lease contract and which it will be necessary for you to pay.

We suggest that you call at our office and hand us the 50¢ and we will make payment in full. It will of course be necessary to attend to this matter before the end of the month.

Very truly yours,

Secretary

Cash
Paid 12/11/42
OAS

July 28, 1943

Mr. Fred T. McLendon
Union Springs, Alabama

Dear Mr. McLendon:

I am returning herewith the one year pass with which you favored me a year ago. Thank you I have had much pleasure from it.

I have attended to the assessment of your property here for the present year and if you pay the last half of this year's rent in time for us to do so we will pay the 1943 taxes to the state and county and the Town of Fairhope. When the 1943 tax is paid on the local car the receipt may be turned in to our treasurer for a cash refund.

I will check with you later concerning this year's assessment. Again thanking you for the pass I am,

Very truly yours,

July 22, 1942

Mr. Fred T. McLendon
Union Springs, Alabama

Dear Mr. McLendon:

I secured from the Tax Collector a duplicate receipt for the tax paid by you on the Hill Top house for the year 1937 and enclose our treasurer's receipt for the amount of the tax, \$15.75. Since this more than paid the small balance of indebtedness on that leasehold I am sending you our check for the balance due you.

As I recall the transactions when you were here, the intent was to have you pay the account on the theater leasehold up to the first of July. It appears that you paid a little more and that the present balance due from you on this year's rent is \$109.31. I wish also to call to your attention that you hold a receipt from the Tax Collector, Rec. #1193 for taxes paid on your equipment that is good for a rent credit of \$37.80; also receiptx for taxes paid on the local car for the yearx 1941.

Very truly yours,

Secretary.

4800
144

149.80

H. E. McMILLIN & COMPANY

Investments

UNION COMMERCE BUILDING
CLEVELAND

TELEPHONE PROSPECT 2032
TELETYPE CLEVE 581

INSURANCE STOCKS
BANK STOCKS

October 8, 1942.

Mr. C.A. Gaston,
Fairhope, Alabama.

Dear Mr. Gaston:

Thank you very much for your complete letter of the 3rd. Although we knew of Mrs. McClintock's diabetic condition, it was a surprise to learn of her recent death. We have written to Mrs. Morgan and Mrs. Owen, a letter of sympathy.

Yesterday I received Mr. Johnson's reply to my letter, and the information in your letter and that in his letter pretty well convinced us that we are stymied in the carrying out of our plans for the near future. We do think, however, that it might be a good plan for us to come to Fairhope for a few days for the express purpose of looking over the real estate situations there with the hope that being on the ground we might by chance discover suitable possibilities.

As it appears to me now, Mrs. Northrop's house would be out, because as I remember, it is too large a house for us.

In the event that we decide to run down to Fairhope before the first of the year, will advise you in advance of our coming.

Cordially yours,

H. E. McMillin

HEM:CH

Oct. 3, 1942

Mr. H. E. McMillin
888 Union Commerce Bldg.
Cleveland, Ohio

Dear Mr. McMillin:

A few days ago Mr. Johnson remarked on having had a letter from you and on your enquiry about the Kamper place. He said he had been to see the Kampers and I presume you will hear from him shortly. With reference to the Kamper place you might be interested to know that the corner lot north of Kampers, fronting on White Avenue has been leased and built upon. I am really not in a position to judge as to the worth of the Kamper place, never having been shown through the house. Of course in a developed place there is more to consider than house value but in normal times quite a bit of house can be had here for \$3500.00, approximately what you suggest you might have to spend to make that house suit your tastes.

Under present rulings of the War Priorities Board new buildings or remodeling alterations costing more than \$200.00 are banned. Applications for permission to exceed that amount are denied unless the building can be shown to be a war necessity and even then the securing of essential materials is difficult.

We buried Mrs. McClintock yesterday and I don't now what the plans are for the Inn. At present rooms are being rented to people engaged in offices and war activities of Mobile, but without dining room service. Mrs. Morgan and Mrs. Owens are managing. Mrs. McClintock had been quite ill for some months and had been with her sister Mrs. Berdon at Pass Christian, where she died.

There is a very great strain on our housing facilities here due to the pressure by those engaged in war industries in Mobile. Prices for sale and rental are generally influenced and above normal values by a considerable amount, though occasionally the price appears to be fairly in line with actual value. I believe that Mrs. Lillie M. Northrop, whose Spitz dog bit you has not sold her house yet. You might write her and if you could get the house at a fair value you could put off the desired alterations until the restrictions were raised.

I hope that in spite of the foregoing it will be possible for you to carry out your plans to come to Fairhope.

Sincerely yours,

H. E. McMILLIN & COMPANY

Investments

UNION COMMERCE BUILDING

CLEVELAND

TELEPHONE PROSPECT 2032
TELETYPE CLEVE 581INSURANCE STOCKS
BANK STOCKS

10/1/42

Dear Mr. Gaston—

Fully a week ago I wrote to Axel Johnson, but have not had a reply from him. I'm wondering therefore, because of building restrictions, if he is ^{not} now in Fairhope & perhaps on other work elsewhere.

In my letter to him I asked him if a permit could be had for construction of a house costing not over \$4000. I told him you had already shown me some lots, especially referring to the lot opposite the Golf Course, on Fairhope Ave — lot 66 x 179 — which we had tentatively selected.

Also, I told him I had talked with Mrs. Kamper about buying their house, but we dropped that, because the price seemed too high when considering repairs & alterations which would be necessary. If the place is still available & could be bought for less than \$2500 —, do you consider it good enough to spend \$1000 or more on — even to the extent of turning it half around?

All of the foregoing is based on our expectation of moving to Fairhope as a permanent residence, some time in the next 6 or 7 mos. Am making preparations for retiring by May, 1st next, thus my concern about present conditions in Fairhope & what things I can & cannot count on under the war conditions.

Do you know whether the "Girl" will operate Colonial Inn this winter?

Will appreciate a complete letter from you, setting forth conditions, together with answers to my questions.

With sincere regards and thanking you in advance for a prompt reply, I am

Cordially yours

Hervernillin

Please extend my regards to Mr. Wolcott.

P.S. —

Did the woman, whose spitz dog bit me, sell her house? Perhaps that house could be bought right & stand alterations at not too great a cost.

Hervern

H. E. McMillin & Company
Investments
UNION COMMERCE BUILDING
CLEVELAND

TELEPHONE PROSPECT 2032
TELETYPE CLEVE 581

INSURANCE STOCKS
BANK STOCKS

April 14, 1941.

Fairhope Single Tax Association,
Fairhope, Alabama.

Gentlemen:

Attention of Dr. Gaston

Please send your single tax literature, including Baldwin County booklet to Charles F. Eddy, South Avenue, New Canaan, Conn., R.F.D. #3.

While in Florida, after leaving Fairhope, we saw Mrs. Eddy, and she indicated they would be interested in knowing more about Fairhope and the single tax idea.

I trust this letter finds you O.K. and that things in Fairhope are likewise. We returned home from Florida about two weeks ago.

Please extend my kind regards to Mr. Wolcott.

Cordially yours,

H. E. McMillin

HEM:GH

August 12, 1947

Mr. H. E. McMillin
P. O. Box 321
Chagrin Falls, Ohio

Dear Mr. McMillin:

At present, I do not know of any available house which would meet your requirements. The apartment buildings you spoke of are still unfinished, and as no work is being done on them at present, so it is unlikely they will be ready for winter occupancy. As is true most places, the housing situation is still rather tight here in Fairhope.

From time to time, people move out unexpectedly, and it is very likely that if you were on the scene here you would be able to find a place to suit you in a short time. I have just discussed your letter with one of the local real estate men, and he thinks, as do I, that your best bet would be to come prepared to spend a few weeks in a hotel. In this way you will be in a position to take advantage of the vacancies that occur.

For additional information you might write any or all of the following real estate men: Carl L. Bloxham, G. E. Perkins, J. E. Gooden, R. C. Keeney.

We are looking forward to the possibility of your being in Fairhope this winter, and feel there is a good chance of your finding the accommodations you desire in short order once you are on the scene.

Very truly yours,

Secretary

COPY

Chagrin Falls, O. 8/1/27
Po Box 321

Dear Mr. Gaston —

Because I don't ^{know} any other person in Fairhope to write to about this, I am addressing you, in the hope that you can be of some assistance.

We want to rent a furnished house for next winter (Nov. 1 to May 1) and with two bedrooms. If you do not know of any such availability, perhaps one of the real estate agents across the street can provide the place. Although I have met and talked with these real estate men, I cannot remember their names, otherwise I would write to them.

We know of, and have seen, Mrs Morrow's furnished suite on the second floor of her house, but our preference is for a small house. I am wondering if the place Frank Warren had last winter might be available. I think it would be well to have Mrs Morrow's initials, if you can give them to me. Whatever you or a real estate man can offer and suggest will be much appreciated & I hope for an early reply. In the meantime accept my sincere thanks for whatever you can do. (OVER)
Very truly yours H. E. McMullen

P.S. —

Have the two new apartment bldgs. been completed & is there any suitable furnished suite there?

Wm

Sept. 16, 1948

Mr. J. A. McPhillips
Fairhope, Alabama

Dear Mr. McPhillips:

Our records do not show you to have made any payment on your 1948 rent on Lots 1 and 8, Block 7, Division 4. Total charges now, inclusive of penalty on the first half since April 1, amount to \$145.36.

I find that on July 15 we assented to the mortgaging of your property and leasehold interest to Merchants National Bank of Mobile and since it may have been your anticipation that your loan was to cover the amount of rent due and would be directly paid to this office, a copy of this letter is being forwarded to the Bank.

Very truly yours,

Secretary

c/c The Merchants National Bank of Mobile

July 19, 1947

Mr. Joseph McPhillips
City

Dear Mr. McPhillips:

Some time ago, I believe, you received a letter from Mayor Ruge proposing that the west ten feet of your lot be deeded to the town for the purpose of widening Section Street.

The Corporation has now taken action to deed the said west ten feet to the town.

In going over your rent calculations in order to find the new value of your lot, we found that an error had been made in the calculation for 1947. The correct figure for the lot, without the west ten feet, is 123.46 for the year instead of the 95.02 figure originally given. We will figure the entire year's rent on the basis of your holding without the west ten feet.

We regret sincerely our error in calculation. The great amount of business due to change in rent values, in addition to the fact we were unable to secure properly trained help was responsible for our failure to catch the error before this time.

The penalty listed on the enclosed bill is that for the rent as erroneously calculated, and is the penalty on the amount for which you were billed January 1, 1947.

Very sincerely,

for C. A. Gaston, Sec.



McPHILLIPS

JOE McPHILLIPS, Jr.

FAIRHOPE, ALABAMA

DIAL 3632



FURNITURE—APPLIANCES—RADIOS—HOME FURNISHINGS

April 13, 1948

Dr. C. A. Gaston
Fairhope Single Tax Corporation
Fairhope, Alabama

Dear Doctor:

I wish to advise that we expect to move into our new location in not more than two weeks. As per your agreement, I would appreciate you having the sidewalks laid and ditch filled. No doubt you already know the dirt and dust caused from the sidewalks and streets that have not been paved is terrible.

Thanking you for all past favors and looking forward to early action and an early reply, I am

Yours very truly,

Joe McPhillips Jr.
Joe McPhillips Jr.

JMcPjr/ah

Nov. 16, 1945

Mr. Wm. L. McWhite
Fairhope, Alabama

Dear Mr. McWhite:

Reports to me indicate that you may not be properly informed as to the boundaries of your leasehold. They are as follows:

Begin at an iron pipe on the South side of Morphy Ave. 22.35 feet East of a concrete stake on the West line of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 17, thence East 123.5 feet to corner fence post, South 200 feet to an iron pipe, West 88.5 feet to an iron pipe, North 23 feet to a pecan tree, West 35 feet to an iron pipe and North 177 feet to beginning, Division 4.

I am sure Mr. Bernhardt was acquainted with the location of these marks and he should have pointed them out to you or to Mr. and Mrs. Cummings. However if this was not done Mr. Nichols is acquainted with them, I am sure and he can point them out to you. The fence post referred to above is at your northeast corner where your north line meets that of your neighbor on the East, Mr. Wm. Laraway. I do not recall that the fence between you and Mr. Laraway is on the line and there is good possibility such is not the case. The true line will be a direct line from the fence post, above mentioned to the iron pipe 200 feet South and the South lines as described above.

I trust you will give immediate attention to the determination of your boundaries and that you will exercise care in avoiding a trespass on your neighbors' leaseholds.

Very truly yours,

Secretary

Copies to:
O. K. Cummings
Wm. Laraway
Marvin Nichols