

highly skilled lawyers, may have been attempting to take advantage of the complex jurisdictional situation involving the peninsula. Giblin, one may speculate, may have hoped that the triangularly-shaped tract on the East Coast Canal would have fallen into a legal 'no-man's land' among those governmental agencies and thereby escape bureaucratic scrutiny.

The Florida Inland Navigation District

One of those agencies, the Florida Inland Navigation District ("FIND"), had been in existence for only three years before Giblin purchased the Davis tract as trustee.¹⁵² A special taxing district composed of eleven counties along Florida's east coast, FIND was organized to purchase the inland waterway system of rivers, canals, and sounds later known as the Intracoastal Waterway from the Florida Canal & Transportation Company (successor in title to the Florida Coast Line Canal and Transportation Company), to acquire the rights-of-way and easements necessary for construction and maintenance of the waterway, and then to transfer the waterway, rights-of-way and easements for spoil disposal areas to the federal government. FIND later purchased the waterway from the canal company with proceeds from the sale of bonds in 1930.¹⁵³

In 1931, chapter 14723, Laws of Florida, re-enacted and amended FIND's charter to further impose upon the district the duty of complying with the "local interests" provisions of the 1930 federal Rivers and Harbors Act. Former Broward judge Giblin presumably would have been familiar with FIND's predecessor, the original canal company. The canal company initially had dredged the waterway for the State in exchange for real estate conveyances on both sides of the waterway; Giblin's former employer, Flagler, it should be recalled, had directed that company in the 1890s and received thousands of acres of land from the company in exchange for a large infusion of cash.¹⁵⁴ If taking advantage of a jurisdictional dispute had been Giblin's ploy, the strategy may have backfired, if the Town of Boca Raton

blocked, as has been suggested, Capone's construction of a residence on the peninsula by requiring Capone to build an access road to the planned residence. Indeed there is no evidence that a residence was ever built on the property. Broward County public records, however, suggest different reasons why no home for the Chicago gangster was built there.



Chapter Three

THE TOWN OF DEERFIELD, THE FLORIDA INLAND NAVIGATION DISTRICT, AND THE CAPONE TRACT

Giblin Loses Tract at Sheriff's Sale, Quitclaims Land To Davis' Times Holding Com- pany One Year Later

Less than four months after acquiring the Capone tract, on October 13, 1930, while former Broward judge Vincent C. Giblin was in Miami representing Capone and his cohorts in various matters, First Hollywood Bank obtained a money judgment against "V. C. Giblin" for \$419.18.¹⁵⁵ Pursuant to a writ of execution the Sheriff of Broward County levied on the Giblin tract; later, the property was sold at a sheriff's sale to the plaintiff, First Hollywood Bank, for the sum of \$75. A sheriff's deed conveying the tract to the bank was executed on January 8, 1931.¹⁵⁶

One year later, on January 15, 1932, Giblin executed a quitclaim deed releasing his interest in the tract to Times Holding Company, a Florida corporation. The president of that company was the same E. B. Davis whose other company, E. B. Davis, Inc., had sold the tract to Giblin in 1930, and who himself had sold the easterly ten-acre portion of the property to the Mizner company for an astounding \$75,000 five years earlier in 1925 before becoming a trustee of the bankrupt Mizner concern in 1927.¹⁵⁷ The 1929 articles of

incorporation for the Times Holding Company show that the first board of directors was to include not only Davis but also the Chrisbar company's D. L. Southard, and Southard's secretary, S. E. Moore; Davis and Southard were also each to own one share of stock, while Southard's secretary was to own ten shares.¹⁵⁸

Town of Deerfield Forecloses on Tract for Back Taxes in 1934, FIND Acquires Property at Foreclosure Sale

Public records further indicate that in 1934 the Town of Deerfield foreclosed on the Giblin tract for back property taxes¹⁵⁹ and conveyed the property to the Florida Inland Navigation District ("FIND").¹⁶⁰ Records also indicate that quitclaim deeds from Davis' Times Holding Company and First Hollywood Bank releasing any interest these concerns may have had in the property to FIND were executed by the bank in November of 1934, and by Times Holding Company in December; both instruments were recorded in December 1934, when the Deerfield tax collector deed was recorded.¹⁶¹

One may suppose that Giblin had lost interest in retaining the tract as early as January 1931 when he apparently forfeited the property at the sheriff's sale. Giblin, in any event, apparently relinquished any possible legal interest in the property when he executed the quitclaim deed in favor of Davis' Times Holding Company a year later on January 15, 1932. The precise legal history of the divestiture of Giblin's ownership, however, is an even more intriguing story.

Giblin Sues Town of Deerfield To Oust Town from Jurisdiction Over the Tract — The Broward Property Exclusion Controversies

On November 29, 1930, eight days after the Sheriff of Broward County levied against the Capone tract, former Broward Circuit Judge Vincent C. Giblin brought a *quo warranto* suit in Broward Circuit Court against the Town of Deerfield, alleging that the town had provided no

municipal services to the tract for the taxes assessed against the property; the suit asked that the town be ousted from exercising jurisdiction over the property. If it succeeded, the suit might nullify the town's tax liens on the property. Surprisingly, Giblin's attorney in the proceeding was not the former Broward judge himself but Times Holding Company stockholder and Chrisbar Corporation stockholder and attorney Davidson L. Southard, who signed the complaint on behalf of the former judge.¹⁶²

Giblin's suit alleged that Deerfield's total population was less than two hundred and that the total number of persons entitled to vote was less than ninety-five. According to the lawsuit, the town was comprised of "three or four small stores, the Post Office, two or three filling stations [stations], a railroad depot and two or three small building and shippers' supply stores." The 1930 suit further alleged that the town had no organized fire department or fire equipment "with the possible exception of a few feet of hose or fire-buckets" and that the town furnished no water to Giblin's tract, the closest water main being more than a mile away.¹⁶³

The former Broward judge's suit also alleged that the only means of access to the tract was by boat and that there were no county or town roads leading to the property. The Town of Boca Raton, the suit alleged, had "closed all roads, highways or streets leading to [Giblin's] property and [the Boca Raton town] commissioners refuse[d] to reopen any of the said roads or to allow [Giblin] access over any street or road to said property."¹⁶⁴

Actions like Giblin's seeking to exclude property from the jurisdiction of Broward County municipalities had been undertaken by various property owners since at least 1927. In fact, since 1879 the Florida Legislature had provided a method whereby a town property owner could seek exclusion when the property to be removed was significantly deprived of the benefits of municipal services. The legislation was amended in 1903 to provide for exclusion when the property to be elimi-

nated was "from distance or other cause ... virtually or commensurately excluded from the benefits of such municipal organization," provided that the town or city contained "less than one hundred fifty qualified electors."¹⁶⁵ Giblin's allegation in November of 1930 that there were then less than ninety-five Deerfield electors appears to have satisfied the statute's town-size requirement for exclusion of the fifty-five-acre tract.

In the latter part of the 1920s, property owners pursued both legal and legislative action seeking to exclude their lands from the limits of various Broward municipalities. One major landowner, Flagler's Model Land Company, sought both exclusion of property and tax reductions from the municipalities of Hollywood, Fort Lauderdale, Pompano, and indeed Deerfield. In some cases towns agreed to reduced assessments to assuage large landowners when municipal services could not be provided to outlying parcels. While many municipalities were agreeable to affording taxpayer relief, town bondholders were often opponents to proposed property exclusions.¹⁶⁶ In the case of the town of Deerfield, as a result of a special law passed by the Florida Legislature in 1927, sixteen square miles or approximately four-fifths of the land within the territorial limits of the town was eliminated.¹⁶⁷

But even after the elimination of large tracts of land by the special legislation in 1927, Deerfield landowners continued to press exclusion from the town's jurisdiction. Another substantial Deerfield property owner, the Phipps family's Boca Ratone Company, pursued additional exclusion notwithstanding that the firm had been instrumental in procuring the legislation contracting the town's boundaries.¹⁶⁸ The firm sought to avoid the town's property tax assessments by filing a lawsuit similar to Giblin's state-court complaint in federal district court at Miami. Facing well-financed litigation seeking exclusion of company real estate from the town's jurisdiction, the Town of Deerfield ultimately withdrew its opposition and in October, 1931, settled the suit that had occupied the

time of two town attorneys. In resolving the vexatious legal proceeding the town agreed to the exclusion of four government lots on the town's ocean-side, provided the company paid the town the sum of \$1,000 and reimbursed the town's legal expenses. The lots that were to be excluded represented a magnificent expanse of undeveloped land between the Intra-coastal Waterway and the Atlantic Ocean two miles long.¹⁶⁹

In the Capone tract litigation, even though Southard had agreed to additional time for the town to respond, the Town of Deerfield still failed to answer Giblin's pleadings, resulting in the entry of a default against the town more than a year after the suit began, on March 8, 1932. Almost a year later, on February 2, 1933, Giblin's erstwhile political opponent Broward Circuit Judge George W. Tedder entered a final judgment of ouster excluding the Capone tract from the jurisdiction of the Town of Deerfield.¹⁷⁰ Six months later, Giblin's attorney in the successful suit, Davidson L. Southard, would die a victim of suicide in Fort Worth, Texas, at the age of thirty-eight following a two-year term as Palm Beach County Attorney, amid charges of political corruption in the handling of tax-sale certificates.¹⁷¹

FIND and Town of Deerfield Enter into Agreement for Relocation of Water Mains under Canal to Beach Residents

A few months after Southard's death, in the early part of 1934, apparently unaware of the ouster judgment entered the year before, the Town of Deerfield was considering a plan to foreclose its lien for back taxes on the Giblin tract. FIND, on the other hand, was exploring the possibility of entering into a "trade" with the north Broward town whereby FIND would ultimately acquire the Capone tract from the town, while FIND would, at its expense, relocate a town water-line leading to beachside residences under the East Coast Canal.¹⁷² The navigation district was interested in acquiring the tract for a maintenance spoil area (MSA) for the federal government's use in

dredging the Intracoastal Waterway.¹⁷³

Geist Rumored To Have Bought Capone Tract and To Be Building Yacht Basin There

In May, 1934, a rumor was circulating at FIND that Boca Raton developer Clarence Geist had purchased the "Capone tract" and was building a yacht basin there. FIND's local assistant director of procurement, J. B. Fraser, minimized the report in a letter to his Jacksonville superior, Colonel Gilbert Youngberg: "I thought at the time that it was the creation of somebody's fertile mind who did not have anything more to do than to watch other people work and draw on his own imagination for a pastime."¹⁷⁴ Born in Scranton, Iowa, in 1887, James Benjamin ("J. B.") Fraser had arrived first in Jacksonville in 1914, and later moved to Arcadia. Fraser would later work on the construction of the overseas highway. While he was employed at FIND, Fraser maintained offices in Fort Lauderdale's Sweet Building.¹⁷⁵

Fraser's construction firm, J. B. Fraser & Sons, which was formed in 1934, would perform the seawall and site work for what would become Hugh Taylor Birch State Park and

the Bahia Mar Yacht Basin; and with L. C. Judd, Fraser would develop Fort Lauderdale's Harbor Beach subdivision. In return for Fraser's construction work on the Birch estate property, Birch reportedly gave his contractor large tracts of Fort Lauderdale land, including a stretch of property a mile long along Federal Highway north of Sunrise Boulevard. In 1941, Fraser would be instrumental in getting Birch to donate what would become the Birch State Park to the State of Florida a year before the wealthy Chicagoan died. Fraser would also serve on the citizens' committee that raised funds for the building of War Memorial Auditorium; in 1962, Fraser would be a founding member of the Fort Lauderdale Historical Society.¹⁷⁶

Conceding Clarence Geist's ability to build a yacht basin on the Capone tract, the forty-seven-year-old Fraser thoroughly discounted the rumor that Geist was undertaking such a project: "I appreciate fully that Mr. Geist could acquire this land and that he could work through the contractor [then dredging the East Coast Canal] to personal ends, because, personally, I think he is capable of doing almost anything he wants to do, but do not think he has taken such steps."¹⁷⁷

FIND Attorney C. N. McCune Discovers Ouster Judgment

By May 22, 1934, a major snag had developed in the plan for FIND's ultimate acquisition of the Capone tract. FIND's local lawyer, Fort Lauderdale attorney Charles N. McCune, discovered that the tract had been excluded from the jurisdiction of the Town of Deerfield by the February 2, 1933 final judgment of ouster. The judgment, McCune believed, might call into question the validity of the town's prior tax assessments against the tract and the town's right to foreclose on its lien for back taxes.¹⁷⁸ Born in Plainsfield, Ohio, in 1885, the forty-nine-year-old McCune had obtained his law degree from the University of Michigan in 1919 and that same year was admitted to the Bar in both Ohio and Michigan; two years later, McCune began practicing in Florida after his admission to

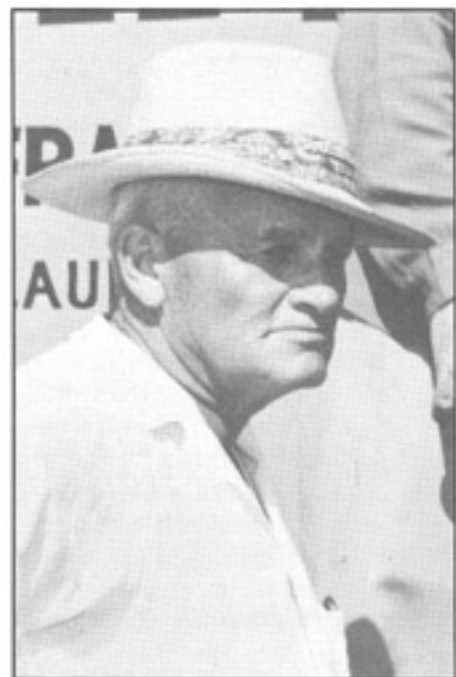


FIND attorney C. N. McCune.

the state bar. Later, McCune became FIND's local attorney, holding that post for many years.¹⁷⁹

McCune attempted to meet with Deerfield Town Attorney George W. English to discuss the Capone tract title problem but was not immediately successful.¹⁸⁰ Thirteen years younger than McCune, the thirty-six-year-old English was also a native of the Midwest. Born in Vienna, Illinois, in 1898, English had become Deerfield town attorney on March 27, 1933, only a month after the ouster judgment had been entered, succeeding W. M. Pope, the town's first attorney, who had spent eight years in that post. English had graduated from Harvard Law School in 1924; the next year he was admitted to the Florida Bar and began practicing law in Fort Lauderdale. In 1928, English had become Attorney for the City of Fort Lauderdale, continuing in that position after he began serving as Deerfield town attorney. The Illinois native defended the City of Fort Lauderdale in a 1929 suit brought by numerous outlying property owners, including the Phipps family, seeking exclusion of various lands from the jurisdiction of that city.¹⁸¹

Referring to both McCune and English, Fraser informed his Jacksonville supervisor of the problem



Fort Lauderdale contractor J. B. Fraser (courtesy of the Fort Lauderdale Historical Society).

caused by the ouster judgment:

It seems that a condition existed there that neither one [neither McCune nor English] was acquainted with and in their preliminary examination of the Abstract, etc., evidently overlooked what they have now discovered, that MSA [Maintenance Spoil Area] Items 701 and 702 [the Capone tract] were excluded from the City limits of Deerfield in a suit in 1933.¹⁸²

Reacting to Fraser's news of the legal complication, FIND's colorful Fort Lauderdale chairman, sixty-eight-year-old Commodore A. H. Brook, was little pleased with the difficulty. A former New York outdoor advertising executive, the British-born Brook had come to Fort Lauderdale in 1919 at the age of fifty-three to become the city's biggest promoter. Short in stature, yet solidly built, and with a large blond mustache, Auyan Harcourt Brook had been a driving force in the creation of FIND in 1927; and after the passing of Charles F. Burgman, he would serve as the navigation district's chairman until 1945.¹⁸³ On the Deerfield ouster matter Fraser characterized FIND's chairman as "pretty much disgusted



Deerfield town attorney
George W. English.

with the whole business."¹⁸⁴

After what appears to have been considerable discussion among McCune, English and Fraser, the three soon reached a resolution of the problem. McCune, then representing FIND locally, also represented First Hollywood Bank when the institution obtained title to the Capone tract after it, as Giblin's judgment creditor, had successfully bid for the tract at a sheriff's sale.¹⁸⁵ McCune suggested to the bank that he might be able to "squeeze out" \$100 if it allowed him to bring proceedings to overturn the ouster judgment. McCune contended that the 1933 ouster judgment was void because the bank as the new owner of the Capone tract had never been joined in the suit.¹⁸⁶

FIND's Fort Lauderdale lawyer described the tract as "the lands which the newspapers in 1930 reported that Al Capone had purchased through Giblin." Asserting that the tract was essentially valueless property, McCune recalled yet another rumor surrounding the peninsula-shaped property that the tract had been purchased in a ruse designed to spur Clarence Geist into buying it so as to eliminate any possibility that Capone might take up residence near the Philadelphia utilities magnate's new Boca Raton Club development:

The impression is abroad here that the lands were never purchased for Capone, but that the whole thing was merely a trick on the part of the owners [sic] to try to force Mr. Geist of the Boca Raton Club to buy these lands to prevent having Capone so near his club property. I have no way of knowing the truth or falsity of these reports, but I do know that the land is at the present time of practically no value so far as I can see. It is not farm land and it is not city subdivision land.¹⁸⁷

McCune also argued that an arrangement between FIND and the bank would be in the bank's best interest because the Bank's judgment against Giblin was junior to a \$9,000 mortgage on the property [the mortgage that Davis had given to



Commodore A. H. Brook, FIND chairman and Fort Lauderdale promoter (courtesy of the Fort Lauderdale Historical Society).

Southard's Chrisbar company]. The bank's judgment would be practically worthless, McCune argued, unless the bank were willing to pay-off the Chrisbar mortgage. McCune also wrote at the time that the Town of Deerfield was "absolutely broke."¹⁸⁸

Soon after his letter, McCune filed a motion in Broward Circuit Court in June, 1934, on behalf of the bank to set aside the ouster judgment. In addition to alleging that the Bank as the new owner of the tract had not been joined as a defendant in the exclusion suit, McCune alleged that Giblin's action had been prosecuted by West Palm Beach attorney Davidson Southard, who was then deceased, and that it was not then known whether Giblin even knew that Southard had brought the suit in his name.¹⁸⁹ The motion was later amended to assert that Giblin had conveyed the Capone tract to Davis' Times Holding Company in December, 1933.¹⁹⁰ On July 11, 1934, Judge Tedder vacated the judgment ousting the Town of Deerfield from exercising jurisdiction over the Capone tract.¹⁹¹

On August 31, 1934, Davis' Times Holding Company extended an offer to FIND to convey the

company's interest in the Capone tract for \$1,000, subject only to the right of First Hollywood Bank in the property and "outstanding taxes." The offer required acceptance by FIND within thirty days; payment, however, was to be made as soon as "the interests of all claimants, other than the First Hollywood Bank, have been eliminated by suit or otherwise, provided such interests can be eliminated on or before December 5th, 1934."¹⁹²

On September 5, 1934, Fraser wrote Youngberg, recommending that FIND pay Davis no more than \$1,000 for his interest in the property, in addition to the \$1,200 FIND was to pay the Town of Deerfield. Fraser described the West Palm Beach broker as "principal beneficiary of Vincent C. Giblin as Trustee" and the representative of "three equities which [Davis] said he did control and informed Mr. McCune that he could secure releases for the same, provided we could compromise."¹⁹³ Presumably the "three equities" controlled by Davis were the interests held by Giblin, Davis' own Times Holding Company, and Southard's Chrisbar company. In his letter to Youngberg, Fraser also alluded to FIND chairman Brook's reluctance to pay anything to Davis.¹⁹⁴ Later, Youngberg corresponded with Fraser, advising him of his interest in getting Davis to reduce the sales price to \$800.¹⁹⁵

Attempting to re-evaluate the Capone tract for purchase, FIND, in September of 1934, instructed its local engineer J. F. Charlton to conduct a second survey and appraisal of the property. Born on February 22, 1886, John Felder ("J. F.") Charlton moved with his wife Helen from Savannah, Georgia, to Fort Lauderdale in 1914 to enter the private practice of engineering with Herbert C. Davis. Before private practice, Charlton had worked as a transitman on the survey for the Flagler overseas railroad, quitting his job just before hundreds of workers were killed in one of the hurricanes that hit the Florida straits in the early 1900s. Later, he served as transitman with a crew at Canal Point, surveying ahead of the dredging of the West Palm Beach Canal



Engineer J. F. Charlton, seen wearing surveying boots in this 1915 photo (courtesy of J.F. Charlton, Jr.).

west from Lake Worth.¹⁹⁶

Charlton had not graduated from college before becoming an engineer; he briefly attended the Georgia Institute of Technology until circumstances forced him to withdraw in order to work to support his family. While attending college, Charlton was an excellent student, reportedly attaining an unparalleled grade in a chemistry course he took there.¹⁹⁷

In 1916, Charlton assisted in the building of the first Las Olas Boulevard bridge over the East Coast Canal (Intracoastal Waterway). He then returned to Georgia, where he worked for the Savannah Lumber Company as a 'timber-cruiser,' estimating the amount of lumber in board-foot-measure (b.f.m.) that might be harvested from a stand of timber by walking its perimeter.¹⁹⁸ In 1925, Charlton returned to Fort Lauderdale to enter the private practice of engineering with Davis once again; later, he became County Surveyor for Broward County and FIND's local engineer. As FIND's engineer, Charlton surveyed all of the East Coast Canal in Palm Beach, Broward, and Dade counties. From 1926 to 1929 Charlton and Davis surveyed most of the eastern part of Broward County.¹⁹⁹

Charlton's 1934 appraisal indicated that the Capone tract bore "a strip of high pine woods, moderately timbered and containing some scrub" abutting the Florida East Coast Canal; "scattered about it," he added, "are small open fresh water prairies." The FIND engineer observed that the twenty-three acres of pine woods had already been partially filled with spoil from waterway dredging activities and that the spoil had "killed many specimens and will kill most if not all the remainder." Using his skills as a former 'timber-cruiser', Charlton estimated that the acreage would yield an average of 600 board feet of lumber per acre.²⁰⁰

Further describing the eastern and southern portions of the tract, Charlton also noted the potential use of the western portion (originally, Model Land Company property) for agricultural purposes:

[T]he high ground slopes gently to the westward and runs off into a low morass, the southerly portion of which, adjoining the pine woods, is principally mangrove swamp, subject to occasional overflow by salt water. The northerly portion is fresh water marsh. To the westward of these, the land rises very slightly in elevation, is not usually overflowed by salt water and is dense fresh water marsh, covered largely with a growth of custard apple, always indicative of fertility. This most westerly portion, last above referred to, with a small amount of reclamation could be made very valuable. [emphasis added].²⁰¹

The forty-eight-year-old Fort Lauderdale engineer observed a slough lying in the western portion, running in a northerly direction "ten feet or more below the mean low water mark," which he believed had been "originally an old river bed." Charlton estimated that the tract was worth \$3,178, inclusive of right-of-way; he assessed an additional \$330 as the value of potential damages that the owner might claim if FIND condemned the property.²⁰² FIND's commissioners must have been gratified with the appraisal; FIND ex-

pected to pay the Town of Deerfield \$1,200 and Davis an additional \$1,000, for a total of only \$2,200 to be paid for the property.

On September 24, 1934, Chairman Brook instructed Youngberg to restrain Fraser from further negotiating with Davis and to leave additional negotiations in the hands of FIND's Committee of Three.²⁰³ Apparently acquainted with the West Palm Beach broker, Commodore Brook informed Youngberg that he knew well Davis' reputation, advising Youngberg not to let the West Palm Beach broker know that FIND was interested in acquiring the Capone tract:

I know this Davis fellow plenty. I know the entire situation here about as well as anyone could, and I am positive that if you try to negotiate along the lines you suggest to Fraser, this man will get plenty, and I believe that he would get plenty; so it had better stay out of the Procurement Department and remain in the hands of the Committee of Three and be settled by them.

This is the most economical way to handle this particular situation and, above all, I do not think it good policy to even let Davis have an idea that we need this location, because if he did get such an idea, he would certainly raise the ante. [emphasis added]²⁰⁴

The next day Fraser advised Youngberg that FIND's Southern Committee had passed a resolution recommending the payment of \$1,000 to Davis for Times Holding Company's execution of a quitclaim deed conveying its interest in the property to FIND. Fraser further informed his Jacksonville superior that, according to the resolution, the bank's claim was to be satisfied out of "the moneys to be paid the Town of Deerfield."²⁰⁵

A month later, the Town of Deerfield met Davis' December 5 deadline for the elimination of other "interests" in the tract when Broward Judge George Tedder entered a judgment on November 3, 1934, foreclosing all junior interests in the prop-

erty including those of Giblin and Davis' Times Holding Company; the Broward jurist further ordered a sale of the Capone tract to satisfy the town's tax lien on December 3, 1934. At that sale, FIND successfully bid, as agreed, \$1,200 for the tract; eight days later, Deerfield Tax Collector R. R. Richardson executed a deed conveying the property to FIND.²⁰⁶ Davis then completed delivery on his representation that he controlled "the three equities" by executing on behalf of Times Holding Company a transfer of the last of the three equities, a quitclaim deed conveying the firm's interest in the property to FIND for \$1,000.²⁰⁷

Clearly Davis had been in a position to deliver on his representation to FIND that he controlled "the three equities." Not only was Davis a business partner of Southard in Times Holding Company, the West Palm Beach broker was also the person who authenticated Southard's last will and testament when none of the witnesses to the will could be located after the demise of the West Palm Beach lawyer.²⁰⁸ And while Davis had purchased the Capone tract from Southard's Chrisbar company, he also witnessed Southard's signature on a deed conveying Southard's interest in certain other Palm Beach County property.²⁰⁹ And finally, not only had Southard been the Chrisbar company's counsel in the foreclosure suit against Giblin and Davis, the West Palm Beach attorney also had been Giblin's attorney in the ouster litigation against the Town of Deerfield.

Later, the former Broward judge quitclaimed his interest in the property to Davis' Times Holding Company. Southard would continue the ouster litigation in Giblin's name until a final judgment was entered against the Town of Deerfield in February, 1933.

Such evidence permits the inference that Davis, Southard, and Giblin may have cooperated in the acquisition and disposition of the tract, and that Davis may have been the group's ringleader. While the evidence suggests that possibility, it does not necessarily require that conclusion.

Additional investigation is necessary before one may also conclude that the group including Giblin had been involved in a scheme to entice Boca Raton developer Clarence Geist into buying the tract. If indeed such a scheme existed, it certainly failed. For while Geist undoubtedly would not have enjoyed Capone taking up residence so near his Boca Raton development, the Philadelphia investor nonetheless never bought the so-called Capone tract to avoid that possibility.



Chapter Four

THE TOWN OF BOCA RATON AND THE CAPONE TRACT

Boca Raton Road Requirements Stalling Capone Construction

The suggestion that the Boca Raton town council blocked construction of a proposed Capone residence by requiring road access to the peninsula-shaped tract does not appear to be particularly credible. First, it is unlikely that Giblin, who had been Broward's first circuit judge and was one of the most highly regarded lawyers in the state, would have purchased the Davis tract in the first place if governmental entities such as the Town of Boca Raton could so easily have frustrated his client's plans. If building on the tract had been his client's desire, the feasibility of building on the property would have been Giblin's first consideration; his second concern would have been access to the property by legally platted roads. Given the former judge's background, ability and reputation, it is improbable that he would have overlooked these considerations or given them short shrift.

Mizner Plats Road System Adjacent to Giblin Tract, Geist Dedicates Roads and Resubdivides, Then Replats Roads

In fact, plats of the Boca Raton property abutting the northern