

**Allison,
James**

January 2nd, 1920.

James A. Allison :

... M e m o ...

Attached is a letter from Jack : I have suggested to Jack that you might like to be an angel for a botanical garden. I will give them four or five acres of good land for them to locate the damned thing on - and I thot maybe you might be interested in these strange and peculiar plants to the extent of five or ten thousand bucks.

If this investment doesn't appeal to you, don't let it hurt your feelings. Some other nut will come along who will take it up.

Earl G. Fisher.

CGF:R

JAMES A. ALLISON
PRESIDENT

POST OFFICE BOX 426
TELEPHONE, BELMONT 3600

ALLISON EXPERIMENTAL COMPANY
(SPEEDWAY)
INDIANAPOLIS, IND.

Allison

January 12, 1920.

Mr. Carl G. Fisher,
c/o Alton Beach Realty Company,
Miami, Florida.

Dear Carl, -

Your letter of the seventh received.

We will ship you on Friday of this week two 2 spark
ZR6 magnetos by express, and you should receive them early the
first of next week.

Please return the two magnetos that Mr. Kotcher sent
you to us as we can use them for experimental work.

Yours very truly,

You to N.H. Gilman

NHG:NH

Attend this

CAF

Sent Kotchers to Kotcher

BOND

BOND

Allison

JAMES A. ALLISON
INDIANAPOLIS

Flamingo trip

March 24, 1920.

Mr. Carl G. Fisher,
c/o Alton Beach Realty Company,
Miami, Florida.

Dear Carl, -

Received your letter of the twentieth this morning, and also had your wire the other day regarding the use of the hangars for the polo game.

Both hangars are in use now, but I think a little later we can take over one of the hangars and fit it out with stalls. However, immediately after the races are over, we are going to have a lot of garage space that can be used very nicely for stalls by hauling in several inches of earth, so that the horses would not have to stand on concrete floor. Think that this would be much better than building new barns until we find out just how the polo business goes. Anyhow, the garage space will take care of all the ponies we will want for some time to come, when we can know more about the game.

Note that the ride you took over to the Bimini in the "Big Fish" is the last ride you expect to take in a plane. I wonder why.

Regarding the letter which I expected to come in with some checks for you to sign, will say that I received them the evening I left, and signed the necessary checks and turned them over to Van Dern to take care of the same for me.

I got the idea from Gilman's letters that they were going to be ready to test out some engines during March, but I will miss my guess a lot if we test any engines before some time in May. Not that they are not working right along on the engines, but for some of the parts they have received no good castings. For instance, the lower half of the crank case which is of bronze the foundry has not succeeded in getting out a good casting. They finally got one out the first of last week, but it was about an inch too long and Gilman had the pattern maker and the foundry man out Monday, and they got their heads together to find out what

Mr. Carl G. Fisher -

was necessary to do. I don't know whether they are going to shorten the pattern or figure out some way to cause more shrinkage in the metal when it is cast. The casting did not shrink as much as they thought that it would, and of course it was too long. They had quite a few cylinder castings which were pretty good and sent them over to the Prest-O-Lite Company to be annealed, but they evidently let them cool too quickly, and all were cracked except one. They now have another lot of cylinder castings which look all right, and they are getting ready to machine them. We have two crank shafts in, and while they are all right and can be used, still they are not as nice in appearance as I would like to see. In some places, the tool marks show pretty rough. This does not apply to the bearing surface and will not effect the running of the machine, but I would like to see a nice smooth job all over.

Gilman is now hustling around to get the work lined up to make your transmission gear, and says that he will have it done in time for you to use in August. I insisted that Gilman not go ahead with this gear, until he had figured the cost and wired you the approximate price, as I don't want any more deals like the Packard running board.

Received a wire from Jack yesterday, saying that he would be ready to start to Miami April twenty-first for the Annros Island trip. I am writing him today, asking if he couldn't get ready to go ten days earlier, so that we could get in a little fishing before we go to the Annros Island. It might be well to get accustomed to a few million mosquitos, before we run into the real mosquito place. I would like to go to Annros Island, but from what I hear, I have no desire to go into the Interior, and from the way I feel about it now, I probably will stay on the boat and dispense hospitality.

The weather has been very nice here the last few days, but the sky is overcast today and I think we are in for a little rainy weather.

Yours very truly,

James D. Allison

JAA -

March 27th, 1920.

Mr. James A. Allison,
Allison Experimental Company,
Indianapolis, Indiana.

Dear Jim :

I have your letter of the 24th : The Hangars for the polo ponies would be very much better than the garages, on account of the heat, and then the looks of the thing would be greatly enhanced if we could use the Hangars with a couple of flag-poles. However, the garages will do right after the Race is over, until we see whether the game goes properly and people take an interest in it.

I made a deal with Miller for \$200 a month, to come up to Indianapolis and take entire charge of the field. He is going to bring fifteen ponies from Texas and going to school and feed them at his own expense. Whatever he sells them for belongs to him, and if he doesn't sell them, he will have them well schooled and ship them to Miami in November. It is a very good deal and we have a first class man who is a very wonderful rider and a good player to start the people who are interested in the game and who will always be on the job.

Now, I have been thinking that the location of the fields would be too far away from any grandstand - and we don't need a grandstand, anyway. If we make two fields we will only need sideboards for one field as the second field would be a practice field - but to make that ground suitable for polo we must have a half-inch of sand thrown on the field and then spiked in with very small spikes in order to have a mixture of sand in the grass so that when the pony puts his foot on the ground it won't slip or give too easily. We have plenty of sand in the creek and this can be lightly thrown with shovels over the field and then spiked in. Our fields are not level enough for high class polo - and we will have to be careful not to kill the grass. but if we put a little soil in the holes, a little at a time, the grass will come thru and we will get the results at Indianapolis this year that it takes some people three or four years to get.

I believe we can work the thing up to the point where we will have about four big games during the Fall season - and I wouldn't be surprised if we could have a ten to fifteen thousand dollar gate to see a match game between the Cubans and the Dayton team. The Dayton team will come to Indianapolis and bring all their ponies to play the Cubans - and I am now working on a plan to get an English team here in Miami; and it may be that we can get this English team to come to Indianapolis in the Fall if our grounds are good enough. I

wouldn't want to bring the English team there unless our fields were high grade - but they certainly would be high grade for the second year.

Mr. James A. Allison. #2. March 27th, 1920.

I believe that it might be best to consider having a Polo Club and memberships of about fifty dollars. Everybody in town who has fifty dollars would want to belong to the Polo Club - and have the games only for members and their friends. In this way I believe we could get 1000 people in Indianapolis to join the Polo Club and pay fifty dollars to join - this would give us an absolute revenue of \$50,000 a year. A lot of the people in Indianapolis want to help the Speedway out. I would rather have 1000 people join the Polo Club than have them donate \$20,000 toward the prizes in May - for one reason, we don't need the \$20,000 added to the prizes and we do need the \$50,000 for the Polo Club. I would like to write all the first publicity that goes out on this thing and not do anything with it until June. We will have to tie polo in the beginning to Miller, the big Texan, who is one of the greatest polo players in the world, as you know. He has sold polo ponies for higher prices than any other living man and has trained more polo ponies than any other man in existence - and in Texas he has a reputation of being one of the best purchasers of polo ponies and fast horses that they have in that country.

Regarding the engines : I knew you would have a lot of things go wrong at first. They always do. But I think you are on the right track with the best motor engine that will be produced for some time, and you can sell all you can build after you get them O.K. We got out the mahogany boat and she is as good as ever - and we will ship it to Purdy. While she is at Purdy's we will have him redesign the top part of the hull so that it will look better, and possibly somebody will buy it there for about \$3000. I would advise that the installation for the twin screws be left in the hull so it can be switched back to a twin screw hull without great expense.

We are just closing up a deal now for a big Steamship, and I am going to dig the harbor for it to land right near the Electric Power Plant. There is not other place for it to land - it can't get across the Bay. The prospectus of this boat shows absolutely wonderful for use between here and Havana. With a good deason it shows that this boat will pay out in one season. If it only runs 50% of the estimate, it will make \$400,000.00. If it only runs 12% of its capital, it will break even. The possibilities of a steamship on short cruises from here to the West Indies are wonderful. This same boat has been hauling people and making money at 300 miles for \$8.00, and here we will get \$25.00 for 250 miles. The toll at the Cuban end is 34¢ per passenger for landing privileges. I would much prefer to see this first harbor in front of your property, but it will cost \$175,000.00 to dig up to your docks and it will only cost me about \$40,000 to make a landing place near the Power Plant - but our space is so limited that two boats will take up both docks at the present time. The two boats that operated between here and Jacksonville have both been up on mud banks all week. One is sunk on a piling in eight feet of water in the Miami Harbor. The other lay out of the city for about eight days on a mud bank. I believe the people will vote \$1,500,000.00 in one year from now, as planned, to take care of this harbor, but this is too much of a delay. Then it would take another year and a half to do the job, and we want the ship running November first, from

Mr. James A. Allison.

#3.

March 27th, 1920.

here to Havana. The boat is worth about \$1,300,000.00 : it was purchased from the Government for about \$200,000.00, after the Government had spent \$400,000.00 on the hull - and there is a \$400,000.00 repair job for new furniture, fittings, etc. It is an oil burner. I have taken \$50,000 in stock - and am going to have my own stateroom, fitted up with private bath, and rent it by the season so that I can get on the boat at any time for a little rest and go to Havana and back. If you want half of my stock, you can have it; also the stateroom, but you will have to behave if you use it.

Hunting these damn Flamingos is going to be quite a job and I have already notified LaGorce that I am in on the trip for pleasure and not to climb all over the Andros Island on my belly, with a spyglass, while the mosquitos three or four feet thick chew on the back of my neck.

The last raise we made on the property slowed up things considerable, but it is starting off again. John has passed \$750,000.00 : we are over the \$2,000,000.00 mark : the Bay Shore Company has over \$200,000.00 and Pancoast has over \$300,000.00 in sales. The corner of Lincoln and Alton Roads sold yesterday for \$21,000.00 : we sold it five weeks ago for \$15,000.00. We sold both corners in front of the Flamingo, last, week, for \$15,000 apiece. We sold Talbott a 200-foot lot on the Bay front for \$40,000 : he gave us \$10,000 in cash and will send the other \$30,000 next month - and he has a \$125,000.00 house that he is going to build right away. In fact, they are going to start his house next week. So you can see things are moving fast. We sold \$400,000.00 worth of notes for \$370,000.00. Cecil Fowler took \$100,000.00 in the Bay Shore Company, \$100,000.00 cash in the Flamingo Hotel, and he bought Hausman's house - which makes a total of about \$280,000.00 for him. Governor Goodrich was here and told me that he would chip in the Bay Shore Company a considerable chunk. But - even with all the notes and sales, I am going to need about four or five hundred thousand dollars to complete this job, on account of the Flamingo, Electric Power Plant and all coming thru at once, together with about sixteen houses that we are finishing up. The Lincoln Hotel Annex will cost about \$135,000. The old part of the Lincoln Hotel will make about \$22,000 profit this year, which is going some for a 32-room hotel.

I wired Gilman to go ahead with the gear - in fact, I thought he had gone ahead with it. We want to win this race with an Allison motor if it is possible to do so, and the gear is going to help wonderfully to do the job.

I may sell the "Shadow" tomorrow. I made an offer to WebbJay which he told me he might take up within the next twenty-four or thirty-six hours.

The Aquarium is coming along fine - and it certainly ought to be finished in another three weeks. I hope to hell they will finish it - and let Floyd get on the Hotel job.

We are having some warm weather but a lot of people are in town yet. Yesterday we had one of the largest crowds yet - at the Bath-House.

Yours very truly,

CGF:R

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 405 TWELFTH STREET, MIAMI, FLA. ALWAYS OPEN.

A

1921 APR 5 PM 1 57

223CO 44 BLUE

INDIANAPOLIS IND 1110A 5

CARL G FISHER

265
MIAMI FLO

HAVE BEEN IN STVINCENTS HOSPITAL EVER SINCE ARRIVAL TRYING TO FIND
 OUT WHAT THE TROUBLE IS AM MUCH BETTER AND EXPECT TO GO HOME
 WEDNESDAY DOCTOR SAYS I HAVE HAD BAD CASE OF BRONCHIAL PNEUMONIA
 AND DIDNT HAVE SENSE ENOUGH TO GO TO BED

ALLISON .

Beach 33
 To *Opp. Altam Beach*
 Time *10 P*
 By *me to be mail*

National Geographic Magazine
WASHINGTON, D. C.

April 6, 1921.

Mr. Carl G. Fisher,
Miami Beach,
Florida.

Dear Skip:

Well, don't you think it is about time you came through with a little something in the way of the written word to the absent member of your family! Don't you miss me or nothing, or has the other elephant supplanted me!

I have been very much worried over Jim's condition and have had a wire from Mrs. Allison saying he has been ill in the hospital with influenza but is slowly getting better. I have never seen him so depressed and thoroughly unhappy as he was this winter or yet with so little strength, and I came away feeling pretty blue about it.

Hal Talbott spent the day with me Friday and seemed to be very pessimistic about Jim's condition, but perhaps he was a little over anxious. God knows I hope so.

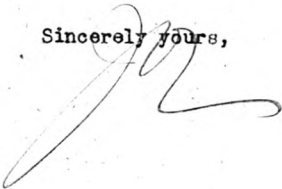
George Meade was here to-day and had luncheon with me. He said that there was some talk of some of you fellows coming up to play in the polo tournament here, and I am wondering if you had finally decided to honor this little place.

I am sorry that I have been unable to secure a copy of Tennent's "Wild Elephant," or Sanderson's "Thirteen years among wild beasts of India," either in New York, Boston or Philadelphia, but have sent to England for either one of them I can get. These two books are standard on elephants, but were published a number of years ago and seem to be out of print in the United States.

I have been unable to locate a man either at our Zoo or that in New York whom you might be interested in as Carl's caretaker until you can get your Indian, but have not given up hope.

Oh, well, if out of sight is out of mind with you, I'll kiss you off right now,

Sincerely yours,



L/B

Allison

May 26th, 1921.

Miss Lucile Musset,
c/o Miami Aquarium,
Miami Beach, Florida.

Dear Lucile :

I don't know just when the car question is going to come up again but the last time it was up, the other day, I suggested to Jim if he get a coupe down there that he get a Rec. However, you might have some other kind in mind. Times are so hard nowadays that we don't know whether any cars can be bought for awhile.

Drop us a note and let us know how things are going. Wish you were up for the Races.

Yours -

CGF:R

New York City.
July 28, 1922.

Mr. James A. Allison,
Indianapolis, Indiana.

My dear Jim:

I think Jack Redfield is talking through his head. The Flamingo doesn't waste any money on dancing teachers. However, I am checking up on him, both at the Flamingo and with Lee Nelson.

I understand that Gilman was going to finish up one more engine, and now that my racing engine is back there, he could on short notice finish two cruising engines. I don't know that I can sell my boat even, but I have three prospects in sight here, and I received a letter from Edsel Ford saying that he would like to see a boat of this type that was practically noiseless and without vibration; and I have written Parfy to be sure and give him a demonstration there. It is possible that Ford might purchase the boat there in Detroit. If so, there is a chance to sell another pair of motors down here. People who make lots of money here, pay tremendous prices for whatever they want.

Young Hammerly is putting four Liberties in his old hull. He discarded the pair of Murray & T. engines, and has a big gang working nights and Sundays putting in these four Liberties.

I saw Car Wood last night and he wants to raise the price of the Fiats.

Yours,

(Signed by ISB, in
Mr. Fisher's absence.)

GGF:ISB

Room 2, 20th Floor,
Heckscher Building,
57th Street and Fifth Ave.,
New York City.

P. S. I hope nothing serious with Sadie.
GGF.

New York City,
July 28, 1922.

Mr. James A. Allison,
Indianapolis, Indiana.

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CGF:ISB

Room 2, 20th Floor,
Heckscher Building,
57th Street and Fifth Ave.,
New York City.

P. S. I hope nothing serious with Sadie.
CGF.

New York City,
August 7, 1922.

Mr. James Allison,
Indianapolis, Indiana.

Dear Jim:

I have written to Stoughton Fletcher that I may have to come out there within the next ten days, and when I did come I would straighten up the matter of the subscription with the Holding Company with him, personally. I only want to get into the matter just as little as I can to help hold the company up.

I think it would be a good plan to drop in here with the Sea Horse. I presume you have the new carburetors on, and that the engines are working smoothly.

If you come, yourself, to Port Washington, I am in the Du Pont cottage, telephone Port Washington 434.

My office is in the Heckscher Building, 57th Street and Fifth Avenue, telephone Circle 165.

I have never seen so much interest as is now shown in Miami Beach. A large number of people are looking us up, particularly hotel people.

When you go to Port Washington, tell your Captain to anchor at the Manhasset Yacht Club anchorage.

Yours,

(Signed by ISB, in
Mr. Fisher's absence.)

CGF:ISB

New York City.
Sept. 15th, 1932.

Mr. James A. Allison,
Indianapolis, Ind.

Dear Jim,

The SHADOW F arrived day before yesterday, in perfect condition, after a 1,000 mile run; nothing was necessary to do to the engines except to tighten one governor spring, which required about five minutes to do.

The job of building is perfectly beautiful - I haven't seen any boat job to equal it, and the engine installation is marvelous. Yesterday we took the boat at full speed for about twenty miles without anybody being in the engine room.

Gilman was putting the new carburetors on the Sea Horse; incidentally, these new carburetors will make a new boat of the Sea Horse, and the economy in gas is considerable. We threw the car lovers from nothing to wide open eight or ten times without one engine back fire or trouble of any kind.

The wheels on this boat are just a little too big for 1500 revolutions, so that our speed is about 32 $\frac{1}{2}$ miles at 1250 to 1300 revolutions; when the new wheels come, giving us 1500 revolutions, we should get 35 miles. The "Cigarette" took after us yesterday; they caught and passed us after considerable chase, they are supposed to be a 44 mile boat, with four Liberty engines, but I think they have about 35 miles.

Will be home Monday noon for a few days. We are about to close with the Ocean View Company a \$350,000. hotel deal; also one with the Harry Black Co. for \$1,800,000.; also one with Daniels and Baxter for \$1,200,000. The lease and bonds have been O. K. for the Beaux Art building on Lincoln Road for \$110,000.00, and things are moving along very well.

Yours,

February 12th, 1923.

Mr. James Allison,
Miami Beach, Fla.

Dear Jim:

It looks like we are in bad on the Fiat; every one of the motors I hear about breaks the steering gears, and the stuff that Wood attaches is only half done.

Do you think Gilman can rig up an outfit for my ten motors? Lets think this over and straighten it up now, because it is going to be too late for next season unless we do something now.

Yours,

CGF-LMC

March 30th, 1928.

Mr. James Allison,
Miami Beach, Fla.

Dear Jim:

I did not know of a previous engagement I had for this afternoon until this morning, and I can't be at your office at three o'clock. I am sending you this letter which I think you should read at the meeting.

The Aquarium has been a good thing for the Beach. It is like a lot of other investments at the Beach; while it may not return enough to be self supporting, it is one of the necessary attractions of the Beach, in fact, it is a very good thing for the entire State, and I think we should make quite an effort to see that the Aquarium is kept open during the winter season, just the same as you did this year.

We will be willing to subscribe our share to a fund to take care of your loss on operation next year.

I will be glad to meet with any committee, or the balance of the people interested, again after Monday.

Yours very truly,

GGP
MEC

New York, May 7th 1923.

Mr. James Allison
Indianapolis Ind.

Dear Jim:

I received your memo regarding the account on the motors, and also on the Capitol Avenue loans. In your memo no account is taken of the fact that Capitol Avenue property is worth about one-third more than it was when we purchased the land; and this ought to take care of some of the depreciation in making sales, but whether it does or not, I am in favor of selling the property as fast as we possibly can and making up the loss to the bonding company on any loan which they may have made. However, if you think the returns from the property are sufficient and wish to let it ride along, I will pay out the bond issue and we can let it drift on until an opportunity presents the sale at a better figure than we can get right now; which ever you want to do will be satisfactory to me.

I was thinking the other day that the loans I made from you were at six percent and as I am paying seven percent or better for some money, I think you should have at least seven percent on this money, and commencing from the time of the loan. If you will have Langston figure out how much it is, I will give you credit for it.

I notice you are bringing the engine company account up to April 3rd, is this on account of finishing up the last two motors? I was in hopes we had stopped spending any money on these engines since you are not going ahead with them; as I would like to take my share of the loss and forget it as quickly as possible, and I supposed you wanted to do the same.

Getting back to the Capitol Ave. property; take for instance # 431; the revenue seems to be a very good investment even on an investment of \$10,000.00. Some of these buildings are probably a better investment considering their return at this time than we could make by loaning money.

We had made provisions for some of the Ocean View cash, but I will either let you have half of it or the equivalent to half of the Ocean View cash dividend as soon as I close up here with Vanderbilt and the Texas Company. The other day you said you would want \$90,000.00 by fall; I wish you would send a memo of just what you want in money to Kohlhepp, and copy to me here, and as soon as Kohlhepp discounts some of his large notes there he will send you a check.

I have about \$400,000.00 available from the Alton Beach Co. notes which can be discounted in a very short time, and I

May 7, 1923

expected to apply at least \$150,000.00 of this, and perhaps more if it was necessary on the accounts in Indianapolis.

Several of the large deals which we made do not place our notes in position to be discounted until the completion of the first payments have been made, which frequently takes sixty days; especially with a lot of the deals we have pending the examination of abstracts and records by New York lawyers is necessary before we get our final payment. The Casino bonds, as an example, will not be saleable until after June 5th, and we have about \$700,000.00 worth of this kind of paper. My deal with Vanderbilt carries with it only a \$25,000.00 cash payment, since it is necessary for us to complete the slip before he pays the balance, which will take three months before we can get a dredge to do the job, and my deal with the Texas Company is very much the same thing.

As the thing stands now I am figuring on giving you at least \$90,000.00 by fall, or some more if you are in a pinch.

Will be out sometime around the 18th or 20th.

Very truly yours,

CGF
MED

May 8th, 1923.

Mr. James Allison
Indianapolis, Ind.

Dear Jim:

As you know, I have sold the Shadow VI to Heckscher, and it arrived here the other day. Mr. Heckscher expects to do some renovating on the Shadow VI, which will take two weeks time. In the meantime, I am making investigations to rent a boat for two months and I find a big shortage of boats and men.

If you could get the L'Apache here I feel that the boat could be sold this season at a good price; I don't know just what you are asking for her now, but if you want to take a chance on bringing her up for sale, I will send Clyde down to Miami after her; guarantee the expense both ways, and give you \$5,000.00 additional for the use of her during June, July and August. This proposition is made contingent upon me getting a boat which I am after now, and which I will know about within the next five days. In the meantime, on receipt of this letter if you will wire me what you want to do I will be already to make a quick decision, and I would prefer to have the L'Apache, especially if I can sell her for you sometime during the season.

There is a tremendous shortage of men here in all lines of work which is delaying boat building; and with so much prosperity, this should be the best season to get rid of the boat.

Wire on receipt of this letter.

Yours,

Heckscher Building,
Room #2002
730 Fifth Avenue,
New York City

CGF
MEC

JAMES A. ALLISON
INDIANAPOLIS

June 14, 1923.

Mr. Carl G. Fisher,
Port Washington,
Long Island, New York.

Dear Carl:-

I am enclosing Citizen's Motor Car Company's estimate of cost of repairing the five passenger touring car showing total of \$555.15. I was afraid there might be some hidden difficulty in the car that might not be seen in inspection, so that rather than take the chance of someone getting hurt in future time, I have traded the car for a new one. They allowed me \$150.00 for the old car in its present condition.

We had Speedway meeting last Monday and I presume you have seen in the papers the action taken. I now have a very magnificent job as President with no increase in salary. Mr. Newby is Vice President and Mr. Myers, Secretary and Treasurer. The time set for the regular annual meeting for Stockholders is the second Tuesday in July, which this year comes on the tenth. Between now and then I will expect to give considerable thought as to what should be done for any additional safety for the track and grounds and will make recommendations at that meeting. I hope you may be here.

Regarding the fair price for your stock in the Speedway, it seems that you are looking at it from slightly the wrong angle. If you have your way about it, the track should be valued at simply a real estate proposition. I have tried to get a fair valuation of the property along this line, and I think a fair value of the south half of the Speedway proper is \$1,200.00 per acre or \$192,000.00 for the one hundred sixty acres. The north half is worth about \$400.00 per acre or \$64,000.00. The forty acre piece between

June 14, 1923 - Mr. Carl G. Fisher - Page 2.

the north line of Speedway proper and Thirtieth Street, I would value at \$500.00 per acre, making a total of \$20,000.00. The seventy-two acres east of Speedway proper and west of the Big Four Railroad is worth about \$700.00 per acre as there is a great deal of lost ground there owing to the stream running through the property. This makes a total real estate value of \$326,400.00, and I think it is high, probably ten per cent. I sold the eighty acres just east of the Big Four tracks two years ago at \$1,000.00 per acre. The Miller farm with a lot of frontage on Thirtieth Street has been offered a number of times at \$500.00 per acre with no buyers.

If the buildings and grandstands on the ground were to be sold to wreckers I doubt if over four or five thousand could be realized. I am assuming that if the track were torn up we might get enough salvage in the use of brick and stone for road construction to pay for levelling the ground, but I doubt it.

The price you make on your stock would make the valuation of the whole on the basis of \$640,000.00. You remember that last year I wired you and Newby that it might be possible to sell the whole property at \$1,500.00 an acre at which price I would have been willing to sell, and still am. This would make a total of the property \$648,000.00. We were not able to interest the parties at this figure, and since that time we have had that difficulty with the Legislature and will have it again the next session. As you and I well know it is a toss-up as to whether we can win the battle or not.

I would like to take over your interest in the Speedway as I know you would like to get out but I would not care to purchase it at the basis I would like to sell at.

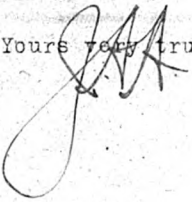
I am leaving Indianapolis Friday evening and expect to be away from here about ten days. Am going on the Leviathan trip, and as I understand it the boat will land in New York

June 14, 1923

June 25th. Will see you on my return and talk the matter over with you.

I have copy of your letter of June 12th, to Mutchler and have handed same to Gilman with the request that he write Mutchler and give him information as to what we have in the way of patterns, equipment and so forth. As you requested I am not giving any price and am going to leave the sale of this to you as you desire.

Yours very truly,



JAA:KM.

Sept. 10th, 1923.

Mr. James A. Allison,
Indianapolis, Ind.

Dear Jim:

When Bob Tyndall was here last week he mentioned that you were expected at the bank the next day after he had left. I just have a letter from Jack in which he says that you are not very well; also had a letter from Langston asking me to send down the linen as you expected to go to Miami Beach soon. I have a telegram from Jess, explaining why he can't come down this week, and also said he had just seen you and that you were not very well.

I would like to hear from you direct as to just how you are, and just what is the trouble with you.

I had expected to go to Miami Beach today, but I am delaying my trip in order to go down with Ed Romfo about the 20th.

Do you think there is a chance of your going down about that time? If not, I will run out and see you. Let me hear from you.

Yours,

Dictated but not
read by Mr. Fisher

JAMES A. ALLISON
INDIANAPOLIS

Sept. 13, 1923.

Mr. Carl G. Fisher,
6 Covert St.,
Port Washington,
Long Island, N.Y.

Dear Mr. Fisher,-

Mr. Allison asked me to reply to your letter of September 10th, and wants me to tell you that he has been confined to his bed for over five weeks with what is believed to be a rather severe attack of Bronchitis.

We are now endeavoring to get reservations for him to go straight through to Miami, via Washington on next Monday or Tuesday, and upon arrival at Miami, he will return by auto to the hospital of Dr. Scott Edwards at Ft. Lauderdale, and remain there until such time as he is well enough to go to Miami Beach.

His illness has been real serious, and he is far from being in good 'shape as yet. The doctors have had little success in permanently reducing his fever, although for the last couple of days he has been feeling a little improved. He has not fallen off much in weight, but is quite weak. He had some trouble with his nose and went to the hospital about three weeks ago for an operation on the nasal passages. This operation was considerable of a shock to him, and very likely aggravated the sickness he already had.

He has been troubled somewhat with faulty digestion, and one night last week, gas forming on his stomach could not be relieved, causing it to distend and he had quite a serious time that night with his heart. The doctors and nurse were required to work with him until about 4 o'clock in the morning before he could get relief.

He has, for some time, been very anxious to return to Miami Beach, and although the trip may prove quite hard for him, we feel sure that the mental effect will eventually prove to be advantageous to him.

I have gone into these details because I know you are greatly interested, and in order that you might know as near as possible, his exact condition.

If you are going down the middle of next week, you will have an opportunity to see him down there.

Yours very truly,

J. M. Sangston
Secretary.

LML.

October 30th, 1923.

My dear Sadie:

I had intended to write you for the past two weeks regarding Jim, but I wanted to wait until things looked more hopeful.

Jim has had a very close call, and he is not out of the woods yet, but he is gaining. He has gained four pounds in weight recently, but his pulse now is not quite normal and the doctors do not want him disturbed.

We have been up several times to see him, but did not get in. I have seen him three times since I came down. He has a very nice quiet room in a small hospital, and, of course, every attention. He has absolute confidence in his doctors, and I think myself they know more about his case than any other doctors would.

I suggested to Dr. Edwards that I would telegraph my doctor in Atlanta and have him come down and examine Jim, but Jim said "No", so I let the matter drop as we do not want to excite him or even talk to him about his condition or call in other doctors.

If he can continue to gain slowly, he will pull through; but it will take some time for him to recover fully.

There is no need for Jim to worry about the Aquarium or anything else here, but you know his disposition is such that he must direct and have something to manage.

Jim looks considerably better than he did when I first came down. I have not heard this morning a report from the hospital but will telephone soon.

Don't worry yourself, as apparently there isn't a thing that any of us can do to help out.

Yours sincerely,

Mrs. Sara C. Allison
Indianapolis, Ind

11
Allison
November 17th, 1923.

Dear Lucille:

I have been up three times to see Jim, but did not get in either time. I agree with the doctors that if absolute quiet is going to pull him through that he should have that treatment. However, if there is anything I can do for him, let me know.

I have had a letter from Theodore Stempel, of the Fletcher American Bank; and have written Stempel that we will send one-half of the note due Nov. 29th. We will mail check here at least six days in advance of the date due.

Stempel has told me that if Jim is too ill to attend to business, he will see that the other half is extended for six months.

I can take up the other half for him when it come due.

Everything is going on alright at the Aquarium.

Yours,

Miss Lucille Mussett,
c/o Dr. Edwards Sanatorium,
Ft. Lauderdale, Fla.

CGF-mc

Nov. 26th, 1923.

Dear Jim:

As you probably know, I have been up to see you three times but the doctors thought it was best not to disturb you; and, I agree with them, if you are gaining in strength by taking things easy, then that is probably the best procedure to follow.

I saw Lucille, just a minute the other day, and she thought you are coming along fine, but that it would take some time for you to be able to get out.

I forwarded check several days ago, that it would be in Indianapolis in plenty of time.

Kohlhepp has just returned from New York; and the sale of the Electric Plant fell through, for the reason that other plants in Florida fell out of line; however, we have the sale up with another company, who will make us a report in ten days. The company is making such rapid advances that I believe we will be able to sell it.

We are going a big business in sales, considering the time of the year it is unusually active.

I hope you will be out soon. If there is anything at all that I can do for you, send me word.

Yours,

Mr. James A. Allison,
Ft. Lauderdale, Fla.

CGF-mc

JAMES A. ALLISON
MIAMI BEACH, FLORIDA

August 20, 1924

Mr. Carl G. Fisher
Port Washington
Long Island

Dear Carl:

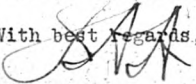
Thanks for your letter of August 14 regarding gasoline and oil gauge. Personally, the only gasoline gauge I would give two whoops in hell for would be something accurate that could be mounted on the dash.

It is just like the old days of the Prest-O-Lite--we paid out a lot of money for gauges to show people about what was left in the tank, but that money, I believe, was largely wasted. Anyhow, the Allison Engineering Co. has practically no selling organization. Gilman is a good man in his place, and as long as we are doing practically nothing but Government work, he does fine, as he is well liked by the Army and Navy officials with whom he comes in contact. Going into a regular manufacturing business would mean that I would have to pitch in and build up a selling organization, and as long as I am comfortably located on Biscayne Bay, listening to the rattle of the trucks over the Causeway and enjoying the cool breeze at the Fish House, my mind does not hanker to tackle another job. What's the use? I have sufficient to eat to satisfy my tummy, more to drink than the aforesaid tummy can properly take care of, and plenty of leisure to do anything else my strength will allow me to, so I can't see where I could gain anything by adding another bunch of dividends; and I can see a whole lot to be lost by going to work again.

As a matter of fact, the Allison Engineering Co. is again making some money, and if I did any work at all, it would be to try to get some one else to buy the plant and run it. Since Johnny Aiken and Howdy Wilcox are dead, and you are located down in Long Island, there isn't any fun in running the thing, and that is all I ever wanted it for.

Charlie Thompson came over promptly upon his arrival, and told me some of the difficulty you have in deciding on power plant. He tells me that you talk some of putting in internal combustion engines to generate electric current, and drive the propellers by motor. I do not know whether the Allison Engines would be proper for this service or not. I do know you could get a lot more power for the weight and gasoline consumption than you would get from Wintons. Why not let Gilman and Esterline & Angus give you correct dope on what our own engines would do? As you know, we have already paid for the two engines now in stock, but of course that should not be a governing factor. What I think you want is as much speed as is practical in a 125 or 130 foot boat, without 90% of the space taken up by fuel and crew's quarters.

Do not believe it possible to get this boat built in time for your use this winter, and I want you to know that any time you want the Sea Horse you are more than welcome to it. It is not what you want, I know, but is better than anything I know of around here, as a substitute.

With best regards,


Memo:

Dec. 27th, 1924.

Mr. Kohlhepp:

I want to pick out two hundred thousand dollars worth of Bay Shore property for Allison and get it straightened out this week.

Carl G. Fisher

Allison

Miami Beach, Fla.
April 11th, 1925.

Dear Earl:

Carl and myself have just had a hell of an argument about splitting the expenses of the Nassau-Havana trip and I told him in advance that I would be glad to go along if I could stand half of the expenses, and in Carl's office this morning he told me to "Go to Hell" and threw the check at me. He and I rather compromised the matter after a heated argument by my not accepting the check and Carl not accepting it - and both of us agreeing that we owed a lot to you and there was no one in the world that we know of that we would rather have the check turned over to, and stop the argument.

So - you will find enclosed check payable to Carl and endorsed by him; and it is up to you to do whatever you damn please with it but I would suggest that you get a good supply of liquor, also about twelve gross of sauerkraut.

With very best regards from Carl and myself,

Yours,

Mr. Earl Kiser,
Miami Beach, Fla.

Charge to the account of _____ \$ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	<input type="checkbox"/>
DAY LETTER	<input type="checkbox"/>
NIGHT MESSAGE	<input type="checkbox"/>
NIGHT LETTER	<input type="checkbox"/>
Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM	

WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Miami Beach, Florida
July 14, 1926

Carl G. Fisher:

Leaving Clyde Line Senio Wednesday morning, arriving New York Friday evening. Call for third payment Montauk rather embarrassing at this time. Wish to make arrangements satisfactory to all concerned. With best regards.

J. A. Allison

Charge to the account of _____

\$ _____

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	CABLE LETTER
NIGHT LETTER	WEEK END LETTER

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

AUGUST 12, 1927.

MISS LUCILLE MUSSETT, PHONE 2620 STAR ISLAND, MIAMI BEACH

TRIED CALL YOU LAST NIGHT TALKED TO INDIANAPOLIS SUGGESTED
 THAT YOU COME HERE AT ONCE WILL CALL YOU TONIGHT

MARGARET.

Alison

MEF:T

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable domestic message rate or one-quarter the unrepeatable cable message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeatable message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatable message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressee, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. Day Letters shall be written in plain English. Code language is not permissible.

C. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The stand-

ard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressee, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

B. Night Letters shall be written in plain English. Code language is not permissible.

No employee of the Company is authorized to vary the foregoing.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be in language of country of origin or of destination, or in French. This class of service is in effect with most European countries and with various other countries throughout the world. Full particulars supplied on application at any Western Union Office.

CABLE LETTERS

For plain-language communications. The language of the country of destination may be employed, if the Cable Letter service is in operation to that country. Subject to delivery at the convenience of the Company within 24 hours if telegraphic delivery is selected. Delivery by mail beyond London will be made if a full mailing address is given and the words "Post London" are written after the destination. Rate is approximately one-third of the full rate; minimum 20 words.

WEEK-END LETTERS

Similar to Cable Letters except that they are accepted up to midnight Saturday for delivery Monday morning, if telegraphic delivery is selected. Rate is approximately one-quarter of the full rate; minimum 20 words.

Charge to the account of _____

\$ _____

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	CABLE LETTER
NIGHT LETTER	WEEK END LETTER

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

AUGUST 3, 1928.

MRS. JAMES A. ALLISON. RIVERDALE SPRINGS. INDIANAPOLIS.

JOHN JOE CARL AND MYSELF LEAVING PORT WASHINGTON FOR
INDIANAPOLIS NINE FORTY ONE DAYLIGHT SAVING TIME
SATURDAY MORNING ARRIVE INDIANAPOLIS SIX THIRTY FIVE
CENTRAL TIME SUNDAY MORNING HAVE RESERVATION AT
LINCOLN HOTEL WILL TELEPHONE YOU LATER THIS EVENING
BEST LOVE TO YOU BOTH

MARGARET AND CARL

MCF:T

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission; and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

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THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

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DAY LETTERS

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No employee of the Company is authorized to vary the foregoing.

NIGHT LETTERS

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WEEK-END LETTERS

Similar to Cable Letters except that they are accepted up to midnight Saturday for delivery Monday morning, if telegraphic delivery is selected. Rate is approximately one-quarter of the full rate; minimum 20 words.

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

- DL = Day Letter
- NM = Night Message
- NL = Night Letter
- LCO = Deferred Cable
- CLT = Cable Letter
- WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 158 MAIN STREET, PORT WASHINGTON, L.I.

NR47 12=INDIANAPOLIS IND AUG 3 1153A

CARL G FISHER= ★ ★
PORT WASHINGTON NY=

JIM IN CRITICAL CONDITION END SEEMS ONLY A MATTER
OF FEW HOURS=

DR E H ADKINS.

110P.

9:45 PM
11 P
Thompson
Rcy
Jyle

Night Press Rate Paid.

Associated Press
United Press
International News Service

It was learned here today that James A. Allison, formerly of the Indianapolis, now of Miami Beach, Florida, one of the original creators of the Indianapolis Motor Speedway, whose wife recently obtained a divorce in Florida, was married to Miss Lucille Mussett of Miami, Florida, Sunday afternoon, at the home of Carl G. Fisher, for a years a business associate. Immediately after the wedding, the bride and groom departed on an extended honeymoon, their destination being unrevealed even to their personal friends.

STEVE HANNAGAN

MCF:T

JAMES A. ALLISON
INDIANAPOLIS, Aug. 3 (AP).—James A. Allison, fifty-five years old, financier, and one of the founders of the Indianapolis motor speedway, died at his home here tonight of bronchial pneumonia. He had become ill at his summer home in Port Washington, L. I. Mr. Allison and Miss Lucille Massett of Miami, Fla., were married three days ago at the home of Carl G. Fisher, business associate of Allison, at Montauk Point, L. I.

3

will refused probate.

After the court's decision granting the petition of Mrs. Myra J. Allison, the mother, who sought to have the will refused probate, followed a hearing Wednesday afternoon. It was testified that Mr. Allison took his signature from a codicil attached to the will at the same time making known his intention to revoke the entire will.

Eugene H. Griersmith of Indianapolis and Thomas J. Panooski of Allamogosa Beach are administrators of the estate, which consists mostly of personal property in Allamogosa and Indiana, of which an inventory has not been completed. Under the will refused probate, Mr. Allison left \$50,000 in cash, a residence in Indianapolis worth 41,000,000 and \$150,000 worth of furniture to his first wife, Mrs. Sara Allison. She was granted a divorce after the will was signed. Charles D. Shoven and C. W. Adams, attorneys, contending that this fact was sufficient to make the will void. Mr. Allison was married five days before his death to Lucille Mussett, his former secretary, who has been given a bequest of \$125,000 under the probate agreement, and for which no objection has been offered by Mrs. Sara Allison.

An income of \$25,000 a year, fixed at the time she was divorced, is guaranteed Mrs. Sara Allison in the trust agreement, and Mrs. Myra Allison will take care of the brother, sisters, nephews and nieces of the decedent under the plan he had in mind at the time of his death. She will use the income of the estate during her lifetime.

5

WILL REFUSED

Woman's Motion Granted; All Heirs Will Share In the Estate Under Agreement

An agreement whereby all heirs of the late James A. Allison of Miami Beach and Indianapolis will be taken care of satisfactorily will be the method of distributing the estate, it was indicated yesterday when Judge W. F. Blanton, in County court, refused to admit the mutilated will for probate.

Judge Blanton's decision granting the motion of Mrs. Myra J. Allison, the mother, who sought to have the will refused probate, followed a hearing Wednesday afternoon. It was testified that Mr. Allison tore his signature from a codicil attached to the will, at the same time making known his intention to revoke the entire will.

Eugene H. Kiehart of Indianapolis and Thomas J. Pappas of Miami Beach are administrators of the estate, which consists mostly of personal property in Miami and Indiana, of which an inventory has not been completed. Under the will refused probate Mr. Allison left \$50,000 in cash, a residence in Indianapolis worth \$1,000,000 and \$150,000 worth of furniture to his first wife, Mrs. Sara Allison. She was granted a divorce after the will was signed. Cyrus D. Bowen and C. W. Means, attorneys, contending that this fact was sufficient to make the will void. Mr. Allison was married five days before his death to Lucille Mussett, his former secretary, who has been given a settlement of \$125,000 under the private agreement, and to which no objection has been offered by Mrs. Sara Allison.

An income of \$25,000 a year, fixed at the time she was divorced, is guaranteed Mrs. Sara Allison in the trust agreement, and Mrs. Myra Allison will take care of the brother, sisters, nephews and nieces of the decedent under the plan he had in mind at the time of his death. She will use income of the estate during her lifetime.

Affidavit for License to Marry

No. 4355

STATE OF NEW YORK
TOWN OF NORTH HAMPSHIRE
COUNTY OF MASSACHUSETTS

SS.

I, CHARLES E. SCHMIDT, Town Clerk of the Town of North Hampshire and custodian of the records of said Town, do hereby certify that I have compared the annexed with the original on file in my office and that the same is a true photostatic copy thereof. In Testimony Whereof, I have hereunto set my hand and seal of this Town this 8th day of August, 1928.

I, George W. Munsie, do hereby severally sworn, depose and say, that to the best of my knowledge and belief the contents hereof are true, and that no legal impediment exists to the right of George W. Munsie to enter into the marriage state.

Full name of groom: George W. Munsie
 Full name of bride: Marie Louise Munsie
 Color of groom: White
 Color of bride: White
 Place of residence of groom: North Hampshire
 Place of residence of bride: North Hampshire
 Age of groom: 25 Date of birth: Jan 20 1903
 Age of bride: 22 Date of birth: Jan 20 1906
 Occupation of groom: Farmer
 Occupation of bride: Farmer
 Place of birth of groom: San Francisco Cal
 Place of birth of bride: San Francisco Cal
 Name of groom's father: George W. Munsie
 Name of bride's father: George W. Munsie
 Country of father's birth: U.S.A.
 Country of father's birth: U.S.A.
 Maiden name of groom's mother: Marie Louise Munsie
 Maiden name of bride's mother: Marie Louise Munsie
 Country of mother's birth: U.S.A.
 Country of mother's birth: U.S.A.
 Number of proposed marriage: second
 Number of proposed marriage: first
 I have not to my knowledge been infected with any venereal disease, or if I have been so infected within five years I have had a laboratory test within that period which shows that I am now free from infection from any such disease.
 I have not to my knowledge been infected with any venereal disease, or if I have been so infected within five years I have had a laboratory test within that period which shows that I am now free from infection from any such disease.
 Former wife or wives living or dead: living
 Former husband or husbands living or dead: living
 Is applicant a divorced person: Yes
 Is applicant a divorced person: No
 If so, when and where, and against whom divorce or divorces were granted: San Francisco
 If so, when and where, and against whom divorce or divorces were granted: San Francisco
 I declare that no legal impediment exists as to my right to enter into the marriage state.
 I declare that no legal impediment exists as to my right to enter into the marriage state.

Subscribed and sworn to before me this 8th day of August 1928
Charles E. Schmidt
 Clerk

FUTURE ADDRESS
 Enter here EXACT FUTURE ADDRESS after marriage if known
North Hampshire
North Hampshire
 (city, town or village) (state)

NOTICE TO TOWN OR CITY CLERK. The original marriage license and certificate with affidavit for license and consent, must be filed in the office of the state department of health on or before the fifth of each month. None of these documents should be filed until the license is returned with the certificate showing that the marriage to which they refer has been actually performed.

See reverse of blank for "documentary proof of age" requirement. (OVER)

Town Clerk

THIS IS A MARRIAGE LICENSE AND MARRIAGE CERTIFICATE. It should be filled out and filed in the office of the Town Clerk who issued the license. See the provisions of the laws of the State of New York. NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES

County of Westchester **MARRIAGE LICENSE**

Know all men by this Certificate, that any person authorized by the laws of the State of New York to whom this may come, is hereby authorized and empowered to solemnize the rites of matrimony between

Lucile A. Mussett of the county of Westchester and James Erving Allison of the county of Westchester and state of New York and to certify the same.

and either of them by his hand and seal in his ministerial or official capacity and to return this certificate in the form hereto annexed. The statements embodied hereon or any other statements subscribed, contain a full and true abstract of all the facts concerning such parties and their claims, claims, debts or credits or other statements presented to me upon the application for this license.

I, James Erving Allison have hereunto set my hand and affixed the seal of said town or village on this 29th day of July 1928 at Montauk and Westchester.

I, James Erving Allison certify that I have read the abstract of all the facts disclosed by the above-named applicants in their verified applications for the above license:

Full name James Erving Allison FROM THE BRIDE
 Color White Georgia Lucile A. Mussett
 Place of residence Star Island, Florida Elmer Beach, Florida
 Date of birth Nov. 11, 1896 Jan. 30, 1896
 Occupation Magtined Manufacturer Secretary
 Name of bride's father Noah S. Allison George W. Mussett

Country of father's birth U. S. A. U. S. A.
 Maiden name of bride's mother Mrs. J. S. A. Sarah A. Johnson
 Country of mother's birth U. S. A. U. S. A.
 Number of proposed marriage Second First

I have not been infected with any venereal disease or if I have been so infected within five years I have had a laboratory test within that period which shows that I am now free from infection from any such disease.

Former husband or husbands living or dead None
 Is applicant a divorced person? Yes
 If so, when and where, and against whom divorce or divorces were granted Montauk, N.Y.

I declare that no legal impediment exists as to my right to enter into the marriage state. Yes

FUTURE ADDRESS (Enter here EXACT FUTURE ADDRESS after marriage if known)
Star Island, Florida Elmer Beach, Florida

MARRIAGE CERTIFICATE

TO CLERGYMEN AND MAGISTRATES

The undersigned is duly authorized person who shall have solemnized the marriage between James Erving Allison and Georgia Lucile A. Mussett in the town or city of Montauk in the county of Suffolk and state of New York, do hereby certify that I did on this 29th day of July in the year 1928 at Montauk in the county of Suffolk and state of New York, solemnize the rites of matrimony between James Erving Allison and Georgia Lucile A. Mussett in the county of Suffolk and state of New York in the presence of James Erving Allison and Carl G. Fisher as witness, and the license therefor is hereto annexed.

Witness my hand at Montauk, N.Y. in the county of Suffolk and state of New York, do hereby certify that I did on this 29th day of July in the year 1928 at Montauk in the county of Suffolk and state of New York, solemnize the rites of matrimony between James Erving Allison and Georgia Lucile A. Mussett in the county of Suffolk and state of New York in the presence of James Erving Allison and Carl G. Fisher as witness, and the license therefor is hereto annexed.

Witness my hand at Montauk, N.Y. in the county of Suffolk and state of New York, do hereby certify that I did on this 29th day of July in the year 1928 at Montauk in the county of Suffolk and state of New York, solemnize the rites of matrimony between James Erving Allison and Georgia Lucile A. Mussett in the county of Suffolk and state of New York in the presence of James Erving Allison and Carl G. Fisher as witness, and the license therefor is hereto annexed.

Witness my hand at Montauk, N.Y. in the county of Suffolk and state of New York, do hereby certify that I did on this 29th day of July in the year 1928 at Montauk in the county of Suffolk and state of New York, solemnize the rites of matrimony between James Erving Allison and Georgia Lucile A. Mussett in the county of Suffolk and state of New York in the presence of James Erving Allison and Carl G. Fisher as witness, and the license therefor is hereto annexed.

In the presence of Carl G. Fisher Rev. James Odell
Montauk, N.Y.
and
Sewickley, Pa.

Residence Montauk, N.Y.
and
Sewickley, Pa.
 Minister of the Presbyterian Church
in N. S. A.

Affidavit for License to Marry

No. 4955

STATE OF NEW YORK
TOWN OF NORTH HEMPSTEAD
COUNTY OF NASSAU

SS.

I, CHARLES E. SCHMIDT, Town Clerk of the Town of North Hempstead and custodian of the records of said Town, do hereby certify that I have compared the annexed with the original on file in my office and that the same is a true photostatic copy thereof. In Testimony Whereof, I have hereunto set my hand and seal of this Town this 8th day of August, 1928.

James A. Hannon
James A. Hannon
GROOM

That we, the above named persons, do hereby severally sworn, depose and say, that to the best of our knowledge and belief, no legal impediment exists as to our right to enter into the marriage state.

Full name *James A. Hannon*
Color *White*
Place of birth *Brooklyn, N.Y.*
Age *27*
Occupation *Electrician*
Place of birth *Brooklyn, N.Y.*
Name of bride's father *George W. Hannon*
Country of father's birth *U.S.A.*
Maiden name of bride's mother *Anna J. Hannon*
Country of mother's birth *U.S.A.*
Number of proposed marriage *First*

I have not to my knowledge been infected with any venereal disease, or if I have been so infected within five years I have had a laboratory test within that period which shows that I am now free from infection from any such disease.

Former wife or wives living or dead *None*
If applicant a divorced person *No*
If so, when and where, and against whom divorce or divorces were granted *None*

I declare that no legal impediment exists as to my right to enter into the marriage state.

James A. Hannon
GROOM

Subscribed and sworn to before me this *7th* day of *August*, 1928

FUTURE ADDRESS
(Enter here EXACT FUTURE ADDRESS after marriage if known)
1111 1st St. Brooklyn
Brooklyn, N.Y. (state)

NOTICE TO TOWN OR CITY CLERK. The original marriage license and certificate with affidavit for license and consent, must be filed in the office of the state department of health on or before the fifth of each month. None of these documents should be filed until the license is returned with the certificate showing that the marriage to which they refer has been actually performed.

See reverse of blank for "documentary proof of age" requirement. (OVER)

Town Clerk

OFFICERS

JOHN H. LEVI, PRES. AND TREAS.
FRANK B. SHUTTS, VICE-PRES.
CHAS. E. CLARK, SECRETARY

THE MIAMI OCEAN VIEW COMPANY
OWNERS OF STAR ISLAND

OFFICE FIFTH STREET AND ALTON ROAD
ENTRANCE TO CAUSEWAY

MIAMI BEACH, FLA.

DIRECTORS

JAMES H. SNOWDEN
JOHN H. LEVI
CARL G. FISHER
HENRY MCSWEENEY
FRANK B. SHUTTS
JAMES A. ALLISON
V.H. Ehrhart

September 21st, 1928.

Bob

Mr. Carl G. Fisher,
Port Washington,
Long Island, N.Y.

Dear Carl:

Sorry I could not get up for the Polo Games, as I would enjoy meeting the old crowd very much. I suppose Jess was there.

We are all straightened out on the Beach and things look fine, but I understand the interior of the state and up around Palm Beach is sort of messed up.

I suppose you heard that they appointed Tom Pancoast administrator for Allison's estate. I never mentioned anyone for administrator because I didn't want them to think I was looking for something; however I did feel that I could straighten out Jim's affairs better than anyone else, and I would have been willing to act for nothing. I understand Pancoast's fees will be between \$75,000.00 and \$90,000.00. If they had appointed Kohlhepp, Chase, Floyd or Bob Tyndall I would not have been surprised, but if there was ever one man that old Jim hated, it was Tom Pancoast. It does look like a slap in the face to appoint the only enemy Jim had. Personally, Tom Pancoast is a very honorable man, but Shutts & Bowen figured that he would be a little easier to handle than I would. It seems that this little crooked bookkeeper that Jim had working for him, named Lazy, jumped on the train and went to Indianapolis after Jim died, and got with Elmer Stout, and the attorneys and told them that I wouldn't be the man for the job. He also told them that if they offered it to me I wouldn't take it, as my health was very poor. However, they haven't showed me the courtesy of even asking me about it. Shutts & Bowen are up north now, I think Indianapolis. They are wiring here every day for me to jump on the train and come up to a meeting of the Allison Realty Company to authorize the sale of Carbide stock, which is in the Allison Realty Company's name. Can you imagine Pancoast telling Jim when to sell his stock. They also want to hold this meeting to appoint another director as Jim, Shutts & myself were the three directors. They want to put Pancoast on as a director; not that I have anything against Pancoast, but it does go a little against my grain to be a party to elect someone whom Jim disliked. It will probably be the best thing for me to resign and get out of the

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V.H. Ehrhart

Mr. Fisher,

Page #2.

Whole mess, but it is sort of like deserting a ship. Shutts just wired that he would meet me half way if I would come up, which would be Atlanta, to hold this meeting. I don't want to be obstinate but I just wired him that I am too busy to come now, that I would think it over next week sometime. I have not heard a line from Lucille or any of the crowd since we were out to the funeral.

I am anxious to hear how the new Diesels are getting along. I would like to have some reports on them.

Our collections are coming in very poor. There is very little ready money floating around this part of the country. We are economizing to the nth degree.

I brought Jo home just the day before the hurricane. She wants to know what is the cheapest lot on the highest hill in Montauk.

Give my best to Bob and let him read this letter.

Yours,

John

JHL/F

September 25, 1928

Mr. John H. Levi,
Miami Beach.

Dear John:

I have yours of the 21st. I was never more surprised in my life than when they appointed T.J. instead of yourself. I supposed that had all been taken care of. If I were you, I would not waste time going north for that meeting -- let them come down to Miami Beach for the meeting. Of course, the fact that you are a part owner in some of Jim's affairs might be some part of the reason why they did not talk to you about it; but at least they should have asked your opinion as to who would make a good man. I am certainly going to ask Shutts myself about the matter.

Tell Joe if she will build a house at Montauk and promise to stay down there for six or seven months of the year until the hurricane season is over at the Beach, I will see that she gets one for nothing.

The new Diesels are going fine. The Consolidated are so well pleased they are putting through six of them immediately and they refuse to sell the one they have on hand. They have it all painted up and finished in gold and it certainly does look good.

I expect we will get away from here right around the first of the month -- at least, I hope so.

Yours,

CGF:T

OFFICERS

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CHAS. E. CLARK, SECRETARY

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FRANK B. SHUTTS
JAMES A. ALLISON
V.H. Ehrhart

September 25th, 1938.

Mr. James H. Snowden,
Bankers Trust Bldg.,
598 Madison Ave.,
New York, N.Y.

Dear Mr. Snowden;

I expect to leave here the last of this week for New York. I have an appointment with Mr. Shutts at eleven o'clock Monday. He wanted to make it at the Waldorf, but I wired and asked him to make it at your office. This does'nt necessarily concern you but I would consider it a great favor if you could be at your office and if it would'nt inconvenience you, to sit in on the conversation.

Shutts has been phoning and wiring me for the last ten days to meet him in Indianapolis, Cincinnati or he would come down as far as Atlanta if I would meet him there, but I have been very busy on the storm troubles, and as he had to go to Washington, I told him I would meet him in New York.

When Mr. Allison died they all started a dog fight over his estate. They say his will was destroyed and he died without a will, therefore the heirs are all beginning to fight. I happened to be Secretary of the Allison Realty Company. Mr. Shutts is Vice President. Allison had about a quarter of million dollars in Carbide stock which he assigned over to the Allison Realty Company. This was Jim's pet stock and he had always held on to it, but Shutts & Bowen and the Indianapolis bankers are very anxious that the Allison Realty Company have a meeting at once and authorize the sale of it and get the cash in. They can't sell it unless Shutts & myself meet and in this meeting Mr. Shutts wants to put Mr. Pancoast in as another director so that they can handle the affairs without me. The only interest I have in it is to do what I think Mr. Allison would like to have done.

When they appointed an executor for the estate, everyone of course thought they would appoint me, on account of my being so close to Mr. Allison and being so familiar

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FRANK B. SHUTTS
JAMES A. ALLISON

V.H. Ehrhart

Mr. Snowden,

Page #2.

with all of his business but they put Mr. Pancoast in, who is probably the last man that Mr. Allison would have selected, as Mr. Allison always disliked Mr. Pancoast. I never applied for the appointment and never mentioned it. I would have been willing to have done it for nothing. Mr. Pancoast's fee amounts to between ninety and one hundred thousand dollars as executor. I don't blame Mr. Pancoast at all. I do want to go very slow in making any move as a Director of the Allison Realty Company or as Secretary of the Allison Realty Company, because there is going to be a great deal of litigation. I am willing to stay out and let them have the dog fight themselves. The proper thing would have been for Mr. Shutts to come here and hold the meeting but he says that it is impossible and I don't want them to say that I am holding up any problem that might delay the closing up of this estate, therefore I am coming to New York, and I would appreciate any advice you can give me in the matter.

I thought you would like to talk the Coral Gables proposition over with Mr. Shutts, therefore I am asking him to meet me in your office.

Very truly yours,

John H. Levi

JHL/F

Charge to the account of _____

\$ _____

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	CABLE LETTER
NIGHT LETTER	WEEK END LETTER
Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.	

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 28, 1928.

FRANK. B. SHUTTS. FIRST NATIONAL BANK BLDG.? MIAMI FLORIDA
ELMER W. STOUT. FLETCHER AMERICAN NATIONAL BANK, INDIANAPOLIS

I DONT UNDERSTAND YOUR ACTION IN APPOINTING ANY OTHER MAN
THAN JOHN LEVI AS ONE OF THE EXECUTORS OF JIM ALLISONS ESTATE
UNLESS IT IS THAT THE LAW INTERFERES WITH SUCH APPOINTMENT.
LEVI IS BETTER QUALIFIED THAN ANY OTHER MAN IN THE UNITED
STATES TO ACT AS ALLISONS EXECUTOR FOR THE REASON HE HAS BEEN
IN CONSTANT TOUCH WITH ALL THE INVESTMENTS AND MOVES ALLISON
HAS MADE AND IS A COPARTNER IN SOME OF THESE INVESTMENTS.
IF THE LAW DECIDES HE CANNOT BE THE EXECUTOR THEN THERE IS NO
FURTHER COMMENT OTHERWISE YOUR APPOINTMENTS ARE ENTIRELY WRONG
FOR THE INTERESTS OF ALLISON. NO REFERENCE WHATEVER TO THE
INTEGRITY OF MR. PANCOAST.
CGF:T

CARL G. FISHER.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial-rate for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The stand-

ard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

No employee of the Company is authorized to vary the foregoing.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be in language of country of origin or of destination, or in French. This class of service is in effect with most European countries and with various other countries throughout the world. Full particulars supplied on application at any Western Union Office.

CABLE LETTERS

For plain-language communications. The language of the country of destination may be employed, if the Cable Letter service is in operation to that country. Subject to delivery at the convenience of the Company within 24 hours if telegraphic delivery is selected. Delivery by mail beyond London will be made if a full mailing address is given and the words "Post London" are written after the destination. Rate is approximately one-third of the full rate; minimum 20 words.

WEEK-END LETTERS

Similar to Cable Letters except that they are accepted up to midnight Saturday for delivery Monday morning, if telegraphic delivery is selected. Rate is approximately one-quarter of the full rate; minimum 20 words.

October 5, 1926.

Mr. Elmer W. Stout,
Fletcher American National Bank,
Indianapolis, Indiana.

My dear Elmer:

About a year ago Jim Allison gave me a picture entitled "The Battle of the Forty-five's" which he purchased from Stote Fletcher. The condition was that in case of my death before his, this picture would come back to him. I gave Jim a picture which had been given to me by Barron Collier, with the understanding that at my death I would return it to the Detroit Athletic Club where it had been on the wall for years. I let Jim take this picture with the understanding that at his death this picture should be returned to the Detroit Athletic Club.

I don't know whether he has made any mention of the subject in his will or not, but there are several friends of Jim and myself who understood this condition. The picture is a Remington and is worth \$15,000.; at least, I have been offered that for it but of course I could not think of selling it under the conditions that existed.

I am going to ask your committee to immediately have this picture boxed and shipped, express paid, to the Detroit Athletic Club, and I certainly don't want any disposition of this picture or have it moved except under these conditions. Unless your committee will give me assurance immediately that these conditions will be complied with, it will be unfortunately necessary for me to in some manner take legal steps that will protect both the picture and the Detroit Athletic Club. This, of course, I don't want to do but at the same time I don't want to take a chance of having this picture misplaced or disposed of. Kindly let me hear from you at once.

I am sending copies of this letter to
The Detroit Athletic Club, and Mr. T. J. Pancoast.

Very truly yours,

OGF:T

October 6, 1928.

Mr. Elmer W. Stout,
Fletcher American National Bank,
Indianapolis.

My dear Elmer:

I am writing you under separate cover about the Remington picture that belongs to the Detroit Athletic Club and I am sending a copy of this letter to Mike Foley. I am particularly writing this so you can use it if necessary to let Cornelius know he cannot fool with that picture or remove it, also the secretary at Miami Beach.

Yours,

GGF:T



THE FLETCHER AMERICAN NATIONAL BANK
INDIANAPOLIS

ELMER W. STOUT
PRESIDENT

October 8, 1928.

Mr. Carl G. Fisher,
Port Washington, Long Island.

Dear Carl:

I acknowledge receipt of your letter of
October sixth.

In view of the conditions expressed in your
letter I do not think there should be any difficulty
about the return of the picture. I assume, however,
that the picture is in Miami Beach and if so the dis-
position of it will come under the supervision of the
Florida administrators.

I am suggesting to Mr. Iglehart that he do every-
thing possible to carry out the agreement.

With kindest personal regards, I am

Yours very truly,

Elmer W. Stout
P r e s i d e n t .



THE FLETCHER AMERICAN NATIONAL BANK
INDIANAPOLIS

ELMER W. STOUT
PRESIDENT

October 8, 1928.

Mr. Carl G. Fisher,
Port Washington, Long Island.

Dear Mr. Fisher:

I acknowledge receipt of your letter of October first relative to the appointment of administrator of the estate of Jim Allison in Florida.

Like you, I naturally assumed that John Levi would be selected. However, several angles to the situation developed here which apparently made his appointment impossible. The problem as to who should be appointed was discussed by those interested in the estate for a period of over two weeks and there was no hasty action taken. I happen to have been in the Allison home when the lawyers fully explained to those interested in the estate their rights as to appointment and designating other persons to be appointed. An agreement was finally reached in favor of Mr. Pancoast if he would accept. Thereupon Mr. Bowen had Mr. Pancoast come out here. He interviewed all of the parties interested in the estate and finally agreed to take the job. There were so many angles to the situation that it is difficult to explain by letter; yet I can assure you there was no snap judgment or failure to disclose to the interested parties their rights. Mr. Crate Bowen and Mr. Means of Means and Buenting, both high-grade men, made the position of the parties quite clear. Some time in the near future I hope to have the opportunity of covering the ground verbally with you as there were so many movements from day to day it would be impossible to cover it by letter.

I very much regretted that Jim did not re-write his Will before his death. He talked to me about this matter and said that he preferred to wait until he arrived in Florida, at which time he expected to have Mr. Crate Bowen do the work for him. I am very glad to get the information as to what Jim's wishes were as expressed in your letter. It is quite possible that his wishes can yet be carried out if all the parties interested will cooperate in doingsso.

I shall take pleasure in conferring with Mr. Foley with reference to Globe Realty, Speedway Realty Company, and Wayne Sewer and Drain Company, and wish to assure you that both Mr. Iglehart and myself will cooperate in every possible way to assist him.

Mr. Carl Fisher, #2.

THE FLETCHER AMERICAN NATIONAL BANK

I hope to be in New York sometime soon and have the opportunity of explaining to you more in detail some of the problem with reference to the handling of Jim's estate which have arisen and which now confront the administration. It would have given me pleasure, of course, to have seen you appointed administrator, but everyone seemed to agree that your own affairs would not permit your accepting the place.

With kindest personal regards, I am

Yours very truly,

Edmund M. Stout
P r e s i d e n t .

October 10, 1926.

Mr. Elmer W. Stout,
The Fletcher American National Bank,
Indianapolis, Indiana.

Dear Mr. Stout:

I have yours of the eighth, and of course I cannot doubt your word, though your statements are in direct contradiction to the statements made to me here by interested parties to the will. I am beginning to believe that the statements made to us here were not clear and definite and probably mixed considerably.

Both Jim and myself agreed that neither of us would act as Administrator in either one's will, that the job would be too much and that better men could be hired for the job and paid to do the job. John Levi could have acted as Jim's Administrator without any salary or compensation, as I wrote you, and I think Tom Pancoast should rely a great deal on John's judgment. I am sure John will be glad to cooperate with him as John has practically been Jim's legal and financial advisor in purchasing lots, lands, etc. and he has at his finger tips every transaction that was made there by Jim.

John does not like that little secretary of Jim's and the secretary, of course, does not like John. John has already picked him up in two or three things that were out of order.

I understood Cornelius had been hired at \$300. or \$400. a month, and of course this is a joke. Cornelius could not hold a job on our golf course at \$15.00 a week taking in tickets and we had to let him go.

These are some of the points, naturally, that got my goat. I hope when you come east you will run out and see me. I would like to talk to you about the disposition of that real estate out there and some other things.

Very truly yours,

CGF:T

CHARLES W. SMITH
(181-182)
CHARLES REMSTER
H. H. HORN BROOK
ALBERT F. SMITH
PAUL Y. DAVIS
KURT F. PANTZER
ERNEST R. BALTZELL

SMITH, REMSTER, HORN BROOK & SMITH
ATTORNEYS AT LAW
OFFICES: 1100-1105 HUME-MANSUR BUILDING
INDIANAPOLIS, IND.

October 16, 1928.

Mr. Carl G. Fisher,
Port Washington,
Long Island, New York.

My dear Mr. Fisher:

I am in the office of Messrs. Smith, Remster, Hornbrook & Smith with Mrs. Lucile Allison. We lawyers, in connection with Mrs. Allison, are trying to find a basis for a settlement of this controversy. We have no definite information as to the value of this estate. The property in Indiana is located here, and we can figure out about what it is worth. The Florida property consists of real estate and stocks, and we are not familiar with the value of this property in Florida. Could you give us some definite idea of the present value of Mr. Allison's estate in the State of Florida? Do you have any information about the value of the Allison Engineering Company located in this city? We thought possibly Mr. Allison might have stated to you what he thought it was reasonably worth. If Mr. Allison in his lifetime discussed the question of values with you as to any of this property, we would like to have the benefit of his views upon this subject.

Mr. Paul Y. Davis, of this city, has given the matter a great deal of attention, and his firm and I are anxious to determine at the earliest possible moment just about what Mr. Allison's entire estate was worth at the time of his death. We will appreciate it very much if you will give us any views you have on any phase of this matter at your earliest convenience.

We have considered as a ground for settlement, based upon our guess at what Mr. Allison's wishes would have been, that in addition to Mrs. Allison's annuity provided in the pre-nuptial agreement, she ought not to have less than one of Mr. Allison's brothers or sisters. This roughly would be one-fifth of the net estate after deducting the amount set aside for the first wife and such amount as is necessary to effect a settlement of the existing controversy with the first wife, together with expenses of administration. How does this correspond with Mr. Allison's idea as expressed to you?

Mr. Carl G. Fisher

Oct. 16, 1928

2

Mrs. Allison also desires that in addition to whatever settlement is made on her behalf, Mr. Allison's wishes with respect to Bingham should be carried out.

Thus far the Allison relatives have not responded favorably to suggestions of settlement, but we are attempting to arrive at an equitable adjustment of the entire matter, and are very desirous of having the fullest expression of your views, because of your friendship with Mr. Allison and your knowledge of his affairs and wishes.

Mrs. Allison has indicated that she would be influenced by any suggestion that you might make.

We are also consulting Mr. Levi on the question of value of the Florida property.

We will appreciate a prompt reply.

Very truly yours,

Paul G. Davis
W. E. Foley

October 18, 1928.

Smith, Renster, Hornbrook & Smith,
1100 Hume-Mansur Building,
Indianapolis.

Attention of Mr. Paul Y. Davis.
Copy to Mr. M. E. Foley.

I have yours of the 16th. I am not familiar with the value of Mr. Allison's property in Florida. He bought and sold a good deal of property without my personally knowing of all his transactions. The larger transactions were usually discussed in meetings of Mr. Levi, Mr. Allison and myself. Mr. Levi is thoroughly familiar with all the real estate transactions Mr. Allison made. Naturally, the value of property since the various misfortunes in Florida is considerably different at this time and a revaluation should be put on the property to get a proper estimate pending sales either this year or the following year.

Jim offered the Allison Engineering Company for \$650,000. It was his idea, as I remember, to have about \$350,000. worth of preferred stock and something like \$300,000. worth of common stock, which he was going to share with his old employees. I think his general plan can be better illustrated to you by Mr. Trosky, Mr. Gilman and Mr. Langston. I think he might have these details over with these three gentlemen, but I do know and they understood that he was going to make some arrangement whereby they would have a working interest in the common stock. Also he considered selling the property direct to the employees, considering the earning capacity of the plant and the amount invested. I think if the estate should receive \$300,000. from this plant and the employees should receive not less than \$300,000. worth of the common stock of a total, say, of \$400,000. common stock, it would be somewhere near what Mr. Allison intended to do.

Your statement regarding one-fifth to Mrs. Lucille Allison would be, I think, very charitable to the rest of the relatives.

Smith, Remster, Hornbrook & Smith,
Mr. Paul Y. Davis,
Mr. H. E. Foley,
October 18, 1938,
Page 2.

Your statement as to the amount necessary to affect a settlement of the existing controversy is, of course, indefinite. This amount would necessarily affect greatly the one-fifth interest. I think this is for your attorneys and Mrs. Allison's attorneys to agree upon.

Certainly Mr. Bingham should be taken care of as he has been led to believe Mr. Allison would look after him as long as he lived. Jim has repeatedly made this statement before his friends and I am sure it is just an oversight that he had not made such an arrangement in his will.

Mr. Allison told me he was also going to look after Dr. Atkins. I knew Dr. Atkins gave a great deal of attention during the past two years to Mr. Allison.

I am pleased to know Mr. Langston has been appointed on the Board of Directors in place of Mr. Allison. Mr. Langston is very familiar with all the details of the Globe Realty, The Speedway Realty and the Wayne Sewer and Drain Company.

If there is any further information I can give you, I would be very glad to do so.

Very truly yours,

GOF:T

MIAMI BEACH IMPROVEMENT CO.

MIAMI BEACH, FLORIDA

FOUNDED BY JOHN S. COLLINS

OCEAN FRONT
PROPERTY

October 17th
1 9 2 8

THOS. J. PANCOAST
PRESIDENT

Mr. Carl G. Fisher,
Port Washington,
Long Island.

Dear Mr. Fisher:

I have your letter of the 12th and will have the repairs made to the hospital immediately. We had a meeting of the Allison Realty Company yesterday -- John Levi, Frank Shutts and myself. They elected me director to take Jim's place. The hospital bonds are in the name of the Allison Realty Company. I told them of your suggestion, not to carry any insurance. They agreed that the chances were possibly slim for any fire loss, but they have some very expensive equipment and with the X-ray there might be a chance for a fire and it might be well to carry some insurance on the furniture and equipment. We are writing to the parties in interest and will see what their views in the matter are.

You ask about the weather. It is ideal and the mosquitoes have left us. We have a little rain nearly every day, or night, just enough to keep everything looking fresh and pretty, but the wind is mostly from the east which keeps us free from mosquitoes.

In your letter to Elmer Stout regarding the picture that you gave Jim and which at his death was to be sent to the Detroit Athletic Club, you did not give us the title of the picture other than it was a Remington. There is a picture by Remington in the Star Island house which Lasry says they call "Judging a Horse". I don't know that this is the correct title. If this is not the picture wire me at once upon receipt of this letter, otherwise we will have it crated carefully and shipped to the Detroit Athletic Club as per your request. However, as Administrator, before shipping so valuable a picture I will have to have an order from the Court, therefore, I would like for you to write me a separate request that the picture be sent to the Detroit Athletic Club, stating in the letter the agreement that you and Jim had regarding it. I would appreciate your doing this immediately as I do not want the responsibility of having so valuable a picture under my control.

Sincerely yours,

Thos. J. Panceast
Thos. J. Panceast.

TJP:L

October 22, 1928.

Mr T. J. Panoast,
Miami Beach, Florida.

My dear "T.J."

I have yours of the 17th. The picture you refer to is the Remington in question. This is a picture of a sorrel white-footed cow pony with reins dragging on the ground; two cow punchers are trying to sell the pony to an Englishman. There are two barns in the distance with horses' heads looking out of the barns.

This picture hung on the walls of the Detroit Athletic Club for years and it was always understood by Collier, myself and Jim that the picture was to go back to the Detroit Athletic Club at my death or Jim's; in fact, the general understanding was that Jim would send the picture back to me and I would send it to the Detroit Athletic Club; but just so the Detroit Athletic Club gets the picture is what I want.

I am sending you a copy of this letter so that you can forward it in asking for a court order if it is necessary to do so. We can get witnesses to this transaction but this will be a lot of trouble and cause delay.

I am glad your weather is better.
Hope to see you soon.

Very truly yours,

CGF:T

OFFICERS
J. H. LEVI
PRES. AND TREAS.
FRANK B. SHUTTS
VICE-PRESIDENT
CHAS. E. CLARK
SECRETARY

THE MIAMI OCEAN VIEW COMPANY
OWNERS OF STAR ISLAND

OFFICE FIFTH STREET AND ALTON ROAD
ENTRANCE TO CAUSEWAY
MIAMI BEACH, FLORIDA

DIRECTORS
JAMES H. SNOWDEN
JOHN H. LEVI
CARL G. FISHER
HENRY McSWEENEY
FRANK B. SHUTTS
V. H. EHRHART

October 22nd, 1928.

Mr. Carl G. Fisher,
Port Washington,
Long Island, N.Y.

Dear Carl:

Mike Foley wrote me the other day about some valuations on the Allison properties at the Beach. I sent him a balance sheet of the Allison Realty Company's holdings and also commented on some different items. He asked me if there was any news regarding the Allison affair here. I am sending you a copy of my letter to him. I have just mailed him another letter of some other valuations.

I am doing all I can to help Pancoast out. After getting some more information how this bank in Indianapolis, Shutts & Bowen and the bank's attorneys figured out the procedure they have taken, I think it is a compliment to me that they would not have me for an executor, as they knew that I would not be a party to the deals that they had figured out. They knew that Mr. Pancoast knew nothing about it and that he would do as they recommended. That bank would certainly have to do a lot of explaining to me if I was in any way interested in Mr. Allison's affairs in Indiana. I don't think Shutts & Bowen can ever clear their skirts with me.

Someone said that you were expected down here next Sunday. I suppose you are coming down to Mr. Coffin's place at Brunswick to the hotel opening.

We are having wonderful weather, very few mosquitoes at the present writing.

Yours,

John H. Levi

JHL/F

OFFICERS

JOHN H. LEVI
PRES. AND TREAS.
FRANK B. SHUTTS
VICE-PRESIDENT
CHAS. E. CLARK
SECRETARY

THE MIAMI OCEAN VIEW COMPANY
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HENRY MCWEENEY
FRANK B. SHUTTS
V. H. EHRHART

October 20th, 1928.

Mr. Mike Foley,
Traction Terminal Building,
Indianapolis, Indiana.

Dear Mr. Foley:

Your letter just received.

I am mailing you the balance sheet, that I showed you at Mr. Fisher's house, Port Washington. This is more or less just a synopsis of Mr. Allison's holdings. One of the main items is not carried on his books, that is the Carbide stock, which consists of 1,000 shares, but the stock was in the name of the Allison Realty Company.

The Allison Realty Company had a meeting the other day. Mr. Pancoast was made a Director. I thought it was no use to antagonize them and not show up at the meeting as I was a minor stock holder, only having one share. They had papers requesting that he (Mr. Pancoast) be appointed a Director, from the heirs and they could have compelled me to put him in, no doubt. An attorney informed me that the court would probably rule that I was antagonistic, being the minor stock holder. After Mr. Pancoast was elected they made a motion to sell the Carbide stock. Mr. Shutts voted yes, Mr. Pancoast voted yes, and I voted no. Mr. Pancoast was very much perturbed because I voted no. He asked me why I did, and I told him that neither he nor Mr. Shutts knew anything about the stock, and I could see no particular reason for selling it, being Mr. Allison's pet stock. They did not need my vote anyhow, and it had already made the Allison Realty Company just \$17,000.00, from the market price at which they wanted to sell it some two weeks ago and the market price at which they sold it, which was last Wednesday.

They are all very close mouthed, it is impossible to get any information. Mr. Shutts claims he doesn't know anything about anything. I was just informed this morning that Mr. Bowen is in the city for a couple of days. It appears to me that strange and mystifying deals have been consummated among the attorneys and the bank at Indianapolis, and since thinking the matter over I ought to feel complimented by them not choosing me, from the very fact that they knew that I would not be a party with them. My feelings are hurt the from the comments that were made about my character and

OFFICERS

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PRES. AND TREAS.
FRANK B. SHUTTS
VICE-PRESIDENT
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SECRETARY

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OWNERS OF STAR ISLAND

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V. H. EHRHART

Mr. Foley,

Page #2.

reputation from some parties that should know me better that were there when the remarks were made. If Lucille and Mother Allison expressed any uncomplimentary remarks about me, it was because their minds were poisoned and I do not hold them to blame, as I think the propaganda was for the purpose of poisoning their minds. My main interest in assisting in any way I could in the whole affair was for the memory of Mr. Allison, and to try to do what I thought he would like to have done, as I would not let under any condition a monetary consideration overbalance my regard for Mr. Allison's wishes.

For your information I might state that several attorneys here are not positive whether the prenuptial agreement will hold in Florida or not.

In getting back to the balance sheet, which I am mailing to you just as Mr. Larry gave it to me off of the books. There are several items on this which seem excessive. On the other hand there are a great many pieces of property that were assessed low. For instance under Item #7 - where it shows Lots 9 to 16 inclusive, Block 111, you will note he has it on the books for \$47,039.00. This is dock property - 400 feet long on deep water. Mr. Allison was asking one million dollars for it, however, that was too high, but we have appraised it at a fair market value, at \$300,000.00, which I consider about right at the present day. His Star Island residence under Schedule #7 - with Lots #40 and 41 and residence on it we appraised at approximately \$175,000.00. Again under schedule #7, you will note an Indian Beach lot #27, shows on the books \$139,921.00. This lot is worth about \$30,000.00. The reason the former price was set was because Mr. Allison owned a yacht which cost him that amount of money. He traded it to Mr. James H. Snowden for the lot.

I am enclosing with this balance sheet a schedule of approximate valuations of certain lots. In order to get this letter off in the mail I will not have time to transfer these to the balance sheet, but they are all in the balance sheet with their numbers and if you will get with Lucille, she is familiar with these lots and she can identify them on the balance sheet.

OFFICERS

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PRES. AND TREAS.
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Mr. Foley,

Page #3.

I might state that in our Directors' Meeting I told Mr. Pancoast and Mr. Shotts that I had been a partner with Mr. Allison in some real estate deals, especially in the purchase of two ocean front lots, - the purchasing price on one was \$85,000.00, and the other \$78,000.00. I have about \$67,000.00 in these two lots. I stated to Mr. Shotts and Mr. Pancoast that I thought it was only fair due to the fact that I was getting out of the Allison Realty Company, that they should return to me my money, as I know Mr. Allison would have been willing to do this. Mr. Pancoast mentioned something about a division and take a lot and give the Allison Realty Company a lot. I stated my objection to that would be I might find a little difficulty in carrying this lot and making the payments when they became due, and if Mr. Allison was living I could go to him and borrow all the money I wanted, but I could not do that now from the Allison Realty Company. Mr. Shotts dictated a letter and said he would mail it up to the interested parties and I think the letter was addressed to a Mr. Means - in which he put the proposition up to them.

I will be glad to give you any other information on the subject whenever I am able.

Several people have mentioned the fact why temporary executors are not asked for until certain questions are settled. Not being familiar with the legal procedure, I am not in a position to discuss this.

With kind personal regards, I remain,

Very truly yours,

John H. Levi

M. E. FOLEY
LAWYER
INDIANAPOLIS, IND.

October 27, 1928.

Allison

Mr. Carl G. Fisher,
Port Washington,
New York.

Mr. dear Mr. Fisher:

I send you herewith clipping from the Indianapolis Star of yesterday that is self explanatory. The hearing on the petition to probate this will will be held in December. Mrs. Lucille Allison is out of the state, and they had to make publication in the newspaper against her before they can proceed to try the question as to whether this will is to be probated, or not. If they succeed in probating it, the first Mrs. Allison, as you know, will receive a substantial part of the estate, and, under the Indiana law, Mrs. Lucille Allison will receive nothing as the anti-nuptial agreement under the Indiana law binds her absolutely.

Mr. Stout of the bank, recently suggested a small compromise, and Mr. Davis and myself are going to Dayton, Ohio tomorrow to confer with Mrs. Allison. Before we do anything, of course, we will consult you, and probably one of us will go to Florida to investigate the law there, although, I think, we are satisfied as to what it is.

There is a close combination of all the parties here and in Florida against our client.

One of our mutual friends here recently suggested, I am told, that I was also representing the first Mrs. Allison. This of course, is a vicious falsehood. I have never seen her, and have never talked to her lawyers about her matters.

If our client had followed your suggestion, we would be in full charge of this estate here and in Florida, and be in position to tell them what we would do as to settlement. As it is, we must compromise, if possible, this damage suit and secure for Mrs. Lucille Allison some of the money out of the estate.

Mr. John Levi in Florida has been very helpful to us as to the value of the estate. This estate is worth in the neighborhood of 2 -1/2 millions in my judgment, although a sub-

M. E. FOLEY
LAWYER
INDIANAPOLIS, IND.

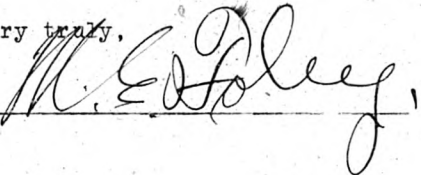
stantial part of the estate can not be converted in to cash readily.

I have heard nothing at all as to your matters, except I understand your wishes as to the picture will be approved by the administrators of the estate.

I thought I would wait until after the election and then I would see our friends in relation to your real estate matters in the various corporations in which you are interested here.

Please remember me to Mrs. Fisher.

Yours very truly,


M. E. Foley

October 30, 1928.

Mr. M. E. Foley,
807 Traction Building,
Indianapolis, Indiana.

Dear Mr. Foley:

I have yours of the 27th. I understand conditions thoroughly. The only thing, it seems to me, is to make the best trade you can for Lucille; of course, having in mind at all times to be fair with all parties connected. It seems to me that since Lucille is willing to be fair in the entire matter without lawsuit and without disgraceful proceedings, that the rest of the family should do likewise. However, this remains to be seen.

I am not interested in the matter, other than to see that all parties get a square deal and that they refrain as much as possible from dragging Jim's name into court or any disreputable statements in the press.

Very truly yours,

OGF:T

October 31, 1928.

Mr. Elmer W. Stout,
Fletcher American National Bank,
Indianapolis, Indiana.

Dear Elmer:

Just had a confidential talk with Bob. After your previous letter, I commenced to smell a mouse and I am thoroughly satisfied we were barking up the wrong tree. In plain language, the party we referred to lied like a dog to us and, of course, we were both on the spot to protect a poor unprotected female. I am out of the whole job and off the party we referred to and I am going to try to forget it.

I don't envy you in this general argument but I hope it will be closed up without any disgraceful dog fights in the courts. But it seems to me from every angle we can see, there are greedy elements to combat.

Yours,

CGF:T



THE FLETCHER AMERICAN NATIONAL BANK
INDIANAPOLIS

ELMER W. STOUT
PRESIDENT

November 7, 1928.

Mr. Carl G. Fisher,
Port Washington, Long Island.

Dear Carl:

I acknowledge receipt of your two letters
of October thirty-first.

Mr. Foley called Saturday morning and our
Mr. Iglehart is engaged in ascertaining the facts with
reference to the handling of the properties in question
and will communicate with you within a few days. Mr.
Foley, for the time being, is engaged in some settle-
ment negotiations for Lucile, but will call on us
again within a short time.

With kindest personal regards, I am

Yours very truly,

Elmer W. Stout
P r e s i d e n t .

M. E. FOLEY
LAWYER
INDIANAPOLIS, IND.

January 9, 1929

Mr. Carl G. Fisher,
Miami Beach,
Florida.

My dear Mr. Fisher:

Just had talk with Mr. Stout. The Allison Engineering Company and the tract of real estate across the way are to be sold on a cash basis. The purchasers among the best business men of the country. He was sorry that he could not sell it to your personal friend, Hoyt, but he feels that under all the circumstances, a sale to the parties in question will boost that part of Indianapolis.

Saturday afternoon I examined carefully all the real estate in which you, and the Allison Estate have an interest in Indianapolis. I first looked at the buildings on the South side. The larger building is vacant and is not in a good state of repair. The small building facing Alabama Street and to the south of the old Prest-o-lite Building is rented and seems to be in a fair state of repair.

I walked to the north and to the south of the Lose-Nash Building. It is the best building you have in Indianapolis. The lease expires, I understand, in July. I also went into the four rooms to the north, and walked completely around these rooms, through the alleys; they have been vacant for some time and show considerable depreciation. The building located on the east side of the street south of the Gibson Company is occupied and seems to be in fair condition. The value of these properties at this point will be materially affected in my judgment, by the large amount of vacant automobile rooms on Capitol and Meridian Streets.

I went over the Speedway property carefully. The 70 acres to the south of the Speedway and along the stream there, apparently does not have a substantial value at this time. A large amount of gravel was removed from these lands, and I am informed that you received a substantial return from this land. A small part of it is platted and can be sold.

The Speedway Addition is among the best, I think, in Indianapolis. The streets and sidewalks are excellent and the buildings erected and in the process of erection are substantial. There are about 165 lots here. Mr. Stout has agreed to go over this property in the very near future with some one, and make a personal inspection with a view of arriving at its fair cash value.

M. E. FOLEY
LAWYER
INDIANAPOLIS, IND.

Property in Indianapolis is not selling well, except in the downtown district.

I think it might be well, after we have arrived at what we think is a fair value, for you to come up here and look this matter over personally, as you are more familiar with it, than any one, except our late friend James A. Allison.

They are still paying \$500 a month to the manager of this Company, but he furnishes his own automobile, gasoline, etc. The entire office expense of this Company is \$ 21.00 per month rent at Speedway, and the man in charge there is paid \$125.00 per month; he furnishes his own automobile. The young lady in charge of the accounts in the downtown office, (I assume the office of Mr. Trotter) is paid \$140.00 per month.

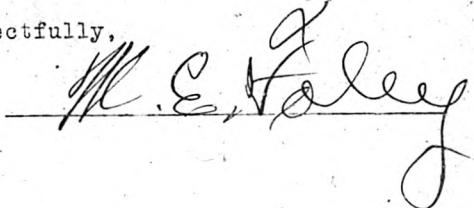
The lots heretofore referred to are not sold. Mr. Stout has had some suggestions about figures, but to date they are unsatisfactory.

I talked with Mr. Means of the law firm of Means and Buenting and he thinks this manager, drawing \$500.00 per month is necessary at this time.

I wanted you to have all the facts, hence this letter to you.

With kindest personal regards to Mrs. Fisher and yourself I remain,

Yours respectfully,


M. E. Foley

BY DIRECT WIRE FROM

12235

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

- DL = Day Letter
- NM = Night Message
- NL = Night Letter
- LCO = Deferred Cable
- NLT = Cable Letter
- WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

MZ1 90 DL=INDIANAPOLIS IND APR 15 1146A

Allison estate

CARL G FISHER=

ADMINISTRATORS ARE WILLING TO RECOMMEND TO COURT AND FRED DICKSON SALE OF ONE HALF STOCK OF SPEEDWAY REALTY COMPANY OWNED BY ALLISON ESTATE AT ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS DICKSONS APPROVAL NECESSARY BECAUSE JIM PLACED ALLISON SPEEDWAY STOCK IN TRUST FOR BENEFIT OF SARA ALLISON AND WE CAN ONLY SELL ON DICKSONS CONSENT IF WE HAVE WRITTEN OFFER IN CONFORMITY WITH THIS TELEGRAM WE WILL

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASSES OF DOMESTIC SERVICE

Telegrams

The regular fast service for all purposes. Code language permitted. Minimum of 10 words charged for.

Day Letters

For longer communications not requiring the faster service. Subordinated to Telegrams on hand. Fifty words for the price of an 18-word Telegram.

Night Messages

Over-night service for short messages at reduced rates. Accepted up to 2 A.M. Due for delivery the following morning. Minimum of 10 words charged for.

Night Letters

Over-night service for longer communications. Accepted up to 2 A.M. Due for delivery the following morning. Fifty words for the price of a 10-word Telegram.

CLASSES OF CABLE SERVICE

Full-Rate Cablegrams

A fast cable service to all parts of the world at regular rates. Code language permitted.

Half-Rate Deferred Cablegrams

Subordinated to Full-Rate Cablegrams on hand. Must be in plain language of country of origin or destination or in French. Code language not permitted.

Cable Letters

Over-night cable service to certain countries at greatly reduced rates. Due for delivery the following noon. Code language not permitted. Minimum of 13 words (including necessary prefix) charged for.

Week-End Letters

The cheapest cable service of all. Accepted at any time. Due for delivery Monday morning. Code language not permitted. Minimum of 25 words (including necessary prefix) charged for.

BY DIRECT WIRE FROM

1223S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

DL = Day Letter

NM = Night Message

NL = Night Letter

LCO = Deferred Cable

NLT = Cable Letter

WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

this
IMMEDIATELY GET BUSY SEEKING CONSENT, IF YOU FAVOR SALE OF
YOUR STOCK ON ABOVE BASIS PLEASE ADVISE FRANK L MOORE LETTER
FOLLOWS=

ELMER W STOUT. 128P.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE.

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CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	CABLE LETTER
NIGHT LETTER	WEEK END LETTER
Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.	

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

CGFP FI
FI 26 DL MIAMI BEACH FLO APRIL 16, 1930.

ELMER W. STOUT

FLETCHER AMERICAN NATIONAL BANK

INDIANA
INDIANAPOLIS

I AM FAVORABLE TO SELL MY STOCK IN SPEEDWAY REALTY COMPANY
FOR ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ALL CASH
NO COMMISSIONS
CONFIRMING LETTER FOLLOWS

CARL G. FISHER.

CGF:T

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeatable message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatable-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.
3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.
6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.
7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressee, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The stand-

ard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

Night Letters may at the option of the Telegraph Company be mailed at destination to the addressee, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

No employee of the Company is authorized to vary the foregoing.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be in language of country of origin or of destination, or in French. This class of service is in effect with most European countries and with various other countries throughout the world. Full particulars supplied on application at any Western Union Office.

CABLE LETTERS

For plain-language communications. The language of the country of destination may be employed, if the Cable Letter service is in operation to that country. Subject to delivery at the convenience of the Company within 24 hours if telegraphic delivery is selected. Delivery by mail beyond London will be made if a full mailing address is given and the words "Post London" are written after the destination. Rate is approximately one-third of the full rate; minimum 20 words.

WEEK-END LETTERS

Similar to Cable Letters except that they are accepted up to midnight Saturday for delivery Monday morning, if telegraphic delivery is selected. Rate is approximately one-quarter of the full rate; minimum 20 words.

M. E. FOLEY
LAWYER
INDIANAPOLIS, IND.

June 4, 1929.

Allison

Mr. Carl G. Fisher,
Port Washington,
New York.

My dear Mr. Fisher:

I understand there has been some discussion with you as to the fee in the Lucille M. Allison matter.

These are some of the things that were accomplished for Mrs. Lucille M. Allison.

1. We settled the 2,000,000.00 damage suit here in Federal court. The lawyers for Sarah Allison were each paid \$25,000.00 as their fee in this case.
2. We secured for Lucille M. Allison \$275,000.00 to be paid as follows:

\$125,000.00 in cash. \$150,000.00 to be paid on the death of Sarah Allison. A trust agreement has been prepared with great care, that gives to Lucille M. Allison a first lien on a million dollars worth of property to secure the payment of the \$150,000.00

3. More than \$24,000.00 was paid to her on certain notes, and for an interest in a certain lot (This has been paid in cash)
4. The ante-nuptial agreement was confirmed and she is to be paid \$10,000.00 in cash under this agreement, and \$1,000 per month for life. (This agreement was absolutely binding upon her under the laws of Indiana.) But, we obtained the settlement, notwithstanding this agreement.

In addition to the foregoing we secured for her the right to live in the property in Florida, which right has been extended to November 1, 1929.

The entire bill rendered by Smith, Hornbrook Remster & Smith and myself was \$25,000.00 plus about \$300 for expenses. Of this amount \$8,150.00 is to be paid to me, and the balance to be paid to this law firm.

If this matter can not be settled amicably, the question will be submitted to the court where evidence will be heard on what the actual services are worth, without reference, of course, to the statement previously rendered. This letter is written to give you a picture of the situation today.

Yours very truly,

M. E. Foley

Montauk.

Jun 10, 1929.

Mr. M. E. Foley,
Indianapolis.

Dear Mike:

I have your letter of the fourth. First, you will understand I have nothing whatever to do with Lucille Allison's settlement. I am not in any way interested in any moneys she receives or claims.

When I was in Indianapolis, I learned for the first time that Mr. Davis' bill was a firm bill and not his personal bill. I had never seen the bill and had only casually heard of the bills, but I suppose this idea was in my mind from the fact that Mr. Davis handled the correspondence and these bills were usually mentioned to me as his personal bills.

Regardless of who presented the bills, they are high enough, but this is only a thought of my own and, as I say, I have nothing whatever to do with your settlements, so you can go ahead and settle as you see fit.

Yours,

CCF:T

"So far as I can discover at this moment - and I am now fifty-three years old - the only thing I got out of my eight years in school that has been of any value to me, was learning to read, write and cipher." I believe there is not a college in the world that can take the mediocre mind and make a brilliant or practical mind of it. I believe that there are only a small number of minds per thousand that are capable of doing any of the things that are suggested to the other two Presidents that the willing company would get all the people of high average. I did not learn to speak English in school but by conversing with good people and reading good books. I believe that the telegrams were sent to all local agents to accept shipments as usual. A.

"I presume of the high priced employees or those drawing over common wages, educated through schools would not exceed three in one hundred. The manager of our company for a great many years - doing a business of six million dollars annually - was formerly a piccolo player with Ringling Bros. circus." - Fisher

"Neither my partner or myself ever antagonized a man who told us we didn't have a damed bit of sense, or didn't know what we were talking about. We always upheld the employees ideas and theories - even though we didn't believe in them. We would then call them all together and let them argue the question through to the satisfaction of everyone, and would not permit them "bite-back." - A.

"SERVICE TO CUSTOMERS - In the evening at eleven-thirty we would go to the postoffice and pick up the orders that were mailed to us as late as four o'clock in the afternoon from such cities as Stl. Louis, Terre Haute, Cincinnati, Dayton and other places within two hundred miles, and fill orders that night. For sometime the customers couldn't understand when they mailed an order in the late afternoon how their goods could be on their steps the next morning." A.

"TAKING THE GAFF - In our experience in compressed acetyline business we were notified one afternoon about three o'clock by all the local agents of the express companies that they had received orders from headquarters to accept no more shipments of gas cylinders, as they were considered very hazardous and liable to blow up express companies, wreck trains and cause loss of hundreds of lives. One express agent through personal friendship and feeling that the order was ill-advised through bad advice volunteered to accept the shipments up to midnight of that day. In spite of the fact that the company had advise of several thousand cylinders on an order for shipment for new sales with a profit on each cylinder of several dollars, we felt our duty was to those who had formerly purchased from us and we immediately crated all the cylinders we had ready for shipment and forwarded them by express to our agents who could be reached by the friendly companies. Useless to say, many of our representatives were very much surprised to have express loads of ~~hundred~~ cylinders backed up to their doors the next morning. One of the officials of the company that same afternoon took the train to New York to talk the matter over with the heads of the different express companies. As a little bit of luck - the President of one of the express companies was a graduate and his son at that time was Principal of one of the best known colleges in United States; fortunately this college had presented a medal of honor to the inventor of the we were using. All statements from representatives all over United States had no effect until this evidence was touched upon; within five minutes after this was --- brought out, the president of this particular express company telephoned the other two Presidents