

**Estate of Carl
G. Fisher
I**

HEADQUARTERS 38TH DIVISION

OFFICE OF THE DIVISION COMMANDER
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

August 25, 1938.

Mrs. Carl G. Fisher,
St. Moritz Hotel,
50 Central Park South,
New York City.

Dear Margaret:

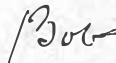
I wired you the 22nd, quote - "Will be glad to represent you as trustee. Please have your legal advisor give me advice as to my legal position and necessary proceedure" - unquote.

I should have said "act as trustee under your pre-nuptial agreement", but what I intended to say and want to say is that I am anxious to do what I can to perform my duty in a legal way and am asking you to get opinion for me on this matter, as you will remember that you and Carl signed my release on the collateraled 5,000 shares Carl G. Fisher Company and I turned this over for the re-organization.

I hope this finds you improving in health and also that Skip will benefit by his operation.

Love.

Yours,



Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION

OFFICE OF THE DIVISION COMMANDER
THE ARMY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

September 13, 1938.

Mrs. Carl G. Fisher,
Montauk,
Long Island.

Dear Margaret:

I have your letter of the 9th. I note on your list that you carry Montauk Beach Development Corp. stock at \$100.00 par. This is an error. It was \$10.00 par. Also notice you carry Miami Beach Bank stock at \$100.00 par. At the time of this transfer the market value, I am sure, was away above that. I am not familiar with the new ownership in the new corporation and have no way of figuring it out. I'm mentioning the above items as they appear to me.

Having observed many controversies that happen after death, and remembering one that you and I both know about, - I think there were 42 attorneys with their noses in the bag before they got through - I therefore agree with Fred that you and Skip should get together and arrange things. Let me know if there is anything I can do to help.

Yours,



Robert H. Tyndall.

ST. FRANCIS HOSPITAL, INC.
ALLISON ISLAND
MIAMI BEACH, FLORIDA

DATE 7/18/39

NAME Mrs. Carl G. Fisher
STREET AND NO. 650 W. 51st Terrace
CITY Miami Beach, Florida

Hospitalization - Complimentary

Mr. Carl Fisher

7/15/39 - Telephone calls - 2 -	\$7.65
Telegrams - 2	1.52
	<hr/>
	\$9.17

PAID 8/3/39 Ck#1

ESTATE OF CARL G. FISHER
927 West 41st Street
P. O. Box 2307
Ocean View Station
Miami Beach Florida

C
O
P
Y

August 5, 1939.

St. Francis Hospital, Inc.
Allison Island
Miami Beach, Florida

Gentlemen:

Enclosed herewith please find check for \$9.17 in payment of your invoice of July 18th to Mrs. Carl G. Fisher in connection with sundry expenses incurred within the period of Mr. Fisher's recent hospitalization.

Mrs. Fisher has requested that the undersigned express to you her very deep appreciation of the many acts of kindness, consideration and courtesies extended by your good selves during the period of time Mr. Fisher found it necessary to make use of your services at the hospital, and particularly during the period of his stay with you just prior to his decease.

Your most recent and kind act in complimenting the hospitalization during Mr. Fisher's last illness is of course a most gracious act on your part, and is most gratefully received and appreciated by Mrs. Fisher.

In order that the records of the executors of Mr. Fisher's Estate may be maintained, will you be good enough to sign, if correctly made out, the enclosed receipt and forward same to the undersigned in the enclosed self addressed envelope.

Thanking you in anticipation.

Yours very truly,

ESTATE OF CARL G. FISHER

Executor

FRH/FHJ
Enclosure

August 10, 1939

Miss Florene L. Glascio,
131 N. Noble St.,
Indianapolis, Ind.

Dear Madam:-

A day or two before Mr. Fisher became seriously ill there was delivered to the office a picture of a mariner, "At The Wheel", which package, although being shipped by L. S. Ayres & Co. of Indianapolis, also had written thereon your name and address, and it occurred to me that possibly this painting had been sent by, or at your request, and if so, and inasmuch as Mr. Fisher had not had an opportunity to acknowledge its receipt that you might be somewhat interested and perhaps disturbed, at not having had an acknowledgment of its receipt or knowing what had happened to it.

In the ordinary course of events this painting would, of course, be considered as a part and belonging to Mr. Fisher's estate, and you perhaps will be interested in knowing that Mr. Fisher's will provided that Mrs. Fisher should be the sole beneficiary.

If it is your wish that this painting be returned to you (provided you have an interest in or had same sent to Mr. Fisher), the writer will be very glad to take the matter up with Mrs. Fisher, and if possible, to arrange for its return. Otherwise, I will inform Mrs. Fisher of its receipt, advise her that it was sent by you to Mr. Fisher and see that it is delivered to Mrs. Fisher when she next returns to Miami Beach.

Mrs. Fisher left for Montauk last Monday evening, August 4th, and will probably remain there for the next 30 days, or possibly 60 days, so that if you care to communicate with her in connection with this and will address your letter to her there, I am sure, she will receive it promptly.

Very truly yours,

F. R. Humpage

ES.

Tred -

Approve payments you
have suggested in letter of
twenty second -

Margaret



11

C
O
P
Y

ESTATE OF CARL G. FISHER
927 West 41st Street
P. O. Box 2307
Ocean View Station
Miami Beach Florida

August 12, 1939.

Miss -----

Dear Miss -----:-

Enclosed herewith please find check for \$24.00 made payable to your order.

The enclosed remittance pays in full all charges incurred in connection with services rendered Mr. Carl G. Fisher during the period of his recent illness while confined in the St. Francis Hospital.

Although the bill which you rendered was in the amount of \$12.00 only, Mrs. Fisher has requested that the executors double the amount of this charge as a token of her appreciation of the extra attention and services which you rendered during Mr. Fisher's last illness.

In order that the records of the executors of Mr. Fisher's Estate may be properly maintained, will you please be good enough to sign the enclosed receipt and mail same in the enclosed self addressed envelope.

Thanking you in anticipation, I am,

Yours very truly,

ESTATE OF CARL G. FISHER

Executor

FRH/FHJ
Enclosure

P.S.-

This is a copy of the letter which was sent to Frances C. MacCreedy. Similar letters were sent to Agnes Walsh and Louise Smith.

FRH

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.
August 22, 1939.

Mrs. Carl G. Fisher,
Montauk, Long Island, N. Y.

Dear Margaret:-

Under date of August 10th I addressed a letter to Mr. Ferd P. Halliek, of Indianapolis, and also to Miss Florene L. Gioscio; copies of which I am enclosing and which are self-explanatory.

On August 16th I received a letter from Mr. Ferd P. Halliek, copy of which I am enclosing, and in this morning's mail I received a letter from Miss Florene L. Gioscio, copy of which I am also enclosing.

I am sending copies of this correspondence on to you so that you may know what has been done and in what manner I have taken care of some of the matters which I felt it proper should be taken care of. I hope the approach and manner of taking care of these matters will have your approval.

I took care of Hey and interred him in the northwest corner of the property at 650 West 51st Terrace, as you requested. I hope where he is located will be as you wished it.

I am now planning to leave here on Saturday next, August 26th. I will, of course, go direct to North Wilbraham. If, perchance, you might wish to get in touch with me, pending my arrival at Montauk (and I don't anticipate that I will arrive at Montauk before September 1st or second at the earliest), perhaps it will be well for me to give you my address, as you may have mislaid the one you had. Letters should be addressed to me at "Pagemoor", Silver Street, North Wilbraham, Mass. My telephone is North Wilbraham 161, R. 15. In the event you care to send a telegram, its delivery will be expedited if you will address it in the following manner: "F. R. Humpage, North Wilbraham, Mass., Tel. 161, R.15."

We have had a continuous period of hot weather - almost unbearable at times. Late Sunday afternoon I was here at the office, and with all windows open and two fans going, the thermometer registered 90 degrees in the shade.

Pat Arthur called me here at the office and invited me to join him at the cabana which he has at the Roney Plaza, so after I had finished my work here, I went down there and we had dinner together (Mrs. Arthur and the other members of his family having previously left, to go to a movie or something). After the sun went down, it was quite cool and comfortable and so I obtained a little rest and relaxation, but it turned hot during the night, and with no breeze it wasn't very comfortable.

There is nothing of any particular importance that has occurred since I last wrote you.

The Fisher Corporation is sending dividend checks on the evening of August the 25th, and in sending the check to Tyndall as Trustee, I have requested that he endorse and re-mail it to you promptly, so that in the event you are running short of funds (which I don't suppose ever happens to you, but frequently happens

Mrs. Carl G. Fisher -- 2.

with me), you can send it on for deposit at the Miami Beach First National Bank. The amount of that check will be \$2,140.00.

In addition, the Estate account will of course be credited with \$8,417.50. If you approve and will advise me immediately by air mail, I will take care of the following items:

1. Pay the Miami Beach First National Bank the \$1800.00 that was due to be paid on August 2nd; this being the first payment on principal required to be made in connection with the mortgage of \$6,000.00 which is on the 51st Terrace property, which mortgage is held by the Miami Beach First National Bank. I suggest doing this so as to prevent an unnecessary accumulation of interest charges.

2. There is also another note which was discounted by Mr. Fisher at the Miami Beach First National Bank; which note was originally \$6500.00. Payments have been made totaling \$4950.00, leaving a balance of \$1550.00. This note has as collateral 150 shares of Carl G. Fisher Corporation stock. Mr. Fisher's agreement with the bank was that he would pay \$250.00 per month. The last payment was made on June the 30th. Therefore, there is due to be paid a total of \$500.00; and if we pay this amount it will reduce the interest accumulation, and inasmuch as the funds are available, I suggest that we pay this and save the interest on the \$500.00. This payment of \$500.00 will in no way affect the inheritance tax transactions, because everything stops as of the date of Carl's decease, July 15th. So, we can set up as a liability and a deduction in making our inheritance tax return, the \$1550.00 which was due and unpaid as of July 15th. Everything there is in the Estate, after all debts, etc., are paid, of course belongs to you. Therefore, anything which can be saved in interest is a saving to you personally.

3. Mr. Fisher borrowed \$7500.00 from the Miami Beach Bay Shore Company at the time he was required to pay an extra assessment on his income tax for the years 1931 and 1932. The agreement was that when and as he received a dividend from the Fisher Corporation, he would use a portion of that dividend to reduce the obligation. I suggest that for the present, and until we know more definitely what, if anything, will be required to be paid in the way of inheritance tax, that we defer making any payment on the Miami Beach Bay Shore account; for, with the payment of \$1800.00 and \$500.00 as above referred to, we will have reduced the funds on hand by \$2300.00, and as there are the funeral expenses and other items which I think you would prefer to pay, such as some of the work which Mr. Fisher had done at the Caribbean Club and on his boat, it would seem desirable to take care of these items rather than to pay at this time anything on the Miami Beach Bay Shore Company loan. When and as all of these other items have been taken care of, then we will know, first, approximately what the inheritance tax will be, if any; and, secondly, what there is available for the purpose of reducing the Miami Beach Bay Shore Company loan. In other words, I can very readily take care of the situation as far as the Miami Beach Bay Shore Company matter is concerned, without causing any comment or criticism. It is my off-hand opinion that after paying all of the several items of indebtedness which are required to be paid, there will still be sufficient funds available to pay \$1500.00 as a reduction of the Miami Beach Bay Shore Company loan, but, of course, that is at the moment more or less of a guess.

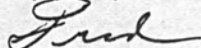
In any event, I will of course handle these several matters as you prefer to have them handled, but if it is at all possible and you can find the time, and your social duties, such as entertaining Bill Anderson, etc., can be deferred for a short time and you will promptly write me, I can and will take care of all these

Mrs. Carl G. Fisher -- 3.

matters before I leave here on Saturday next.

Please remember me to everybody, and best ever to yourself, I am

Sincerely yours,



F. R. Humpage.

FRH:AVM
Enclosures

IN THE COUNTY JUDGE'S COURT
IN AND FOR DADE COUNTY, FLORIDA

IN PROBATE

No. 10536

IN RE ESTATE OF
CARL G. FISHER,
DECEASED.

FIRST ANNUAL RETURN

To the Honorable W. F. Henton, Judge of said Court:

MARGARET G. FISHER, F. R. HUNPAGE and C. W. CHASE, JR., as ex-
ecutors under the last will and testament of said decedent file this
their first annual return and respectfully show:

That appended hereto and made a part hereof is a schedule of all
assets of said estate in their custody and control as said executors,
as of December 31, 1939;

That appended hereto and made a part hereof is a schedule of cash
receipts and schedule of cash expenditures which reflect all cash re-
ceived and disbursed by them as said executors from July 20, 1939, the
date of the issuance of letters testamentary, to and including December
31, 1939;

That there are filed herewith all vouchers and/or evidences sup-
porting each of the disbursements reflected by said schedule of dis-
bursements and that this return does not include such commissions as
they may be entitled to by law.

WHEREFORE having made their first annual return the said executors
pray the entry of an order approving and confirming said return.

Respectfully submitted,

(Signed) Margaret G. Fisher

(Signed) F. R. Humpage

(Signed) C. W. Chase, Jr.
As said Executors

Electrocopy Over-Spin

DADE COUNTY PROBATE

W. F. HENTON, JUDGE

STATE OF FLORIDA }
COUNTY OF DADE } SS:

MARGARET C. FISHER, F. R. HUMPAGE and G. W. CHASE, JR.,
having been first duly sworn on their oaths severally say: That
they are the executors under the last will and testament of Carl
G. Fisher, deceased, and that the foregoing first annual return
with the schedules thereto attached is a full and correct account
of the receipts and expenditures of said estate from July 20, 1939,
to and including December 31, 1939, and a full and correct state-
ment of all the assets of said estate in their custody and control
as of December 31, 1939.

(Signed) Margaret C. Fisher _____

(Signed) F. R. Humpage _____

(Signed) C. W. Chase, Jr. _____

Sworn to and subscribed before me this 19th day of April, 1940.

Evelyn Ellis
Notary Public State of Florida at Large
My commission expires: July 10, 1942.

IN RE: ESTATE OF CARL G. FISHER, DECEASED.

SCHEDULE ATTACHED TO FIRST ANNUAL RETURN
COVERING THE PERIOD FROM JULY 20, 1939, TO
AND INCLUDING DECEMBER 31, 1939.

ASSETS AS OF DECEMBER 31, 1939.
Values as of July 15, 1939.

REAL ESTATE

Residence and Grounds, Lot 1, Block 22, Lake View Subdivision, Known as 650 West 51st Terrace, Miami Beach, Florida,	\$12,500.00	
Less: Mortgage thereon,	<u>4,500.00</u>	
		\$ 8,000.00

add 9500.00

STOCKS & BONDS

1623 1/2 Shares Carl G. Fisher Corporation No Par Common Stock @ \$25.00	\$42,087.50
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NOTES, ACCOUNTS & CASH

Notes of Key Large Yacht & Fishing Club
due on or before 5 years from date.

Note dated 6/12/39 for the sum of \$150.00, Unsecured,	\$ 1.00
Note dated 6/27/39 " " " " \$182.15 Unsecured,	1.00
Note dated 7/6/39 " " " " \$150.00, Unsecured,	1.00
Note dated 7/11/39 " " " " \$150.00, Unsecured,	<u>1.00</u>
	4.00
Miscellaneous Accounts Receivable,	1100.00
Bank Account in The Miami Beach First National Bank	<u>2171.22</u>
	\$3,275.22

OTHER MISCELLANEOUS PROPERTY

<u>Household goods</u> at 650 West 51st Terrace, Miami Beach, Florida,	\$1755.00
<u>Personal effects</u> , consisting of linens, blankets, wearing apparel and jewelry,	125.00
Packard Automobile - 1934 Model,	275.00
Certificate of Deposit, City of Miami Beach, Water Dept.	<u>30.00</u>
	<u>\$ 2,185.00</u>
TOTAL ASSETS as of December 31, 1939,	<u><u>\$55,827.72</u></u>

IN RE: ESTATE OF CARL G. FISHER, DECEASED.

SCHEDULE ATTACHED TO FIRST ANNUAL RETURN
COVERING THE PERIOD FROM JULY 20, 1939, TO
AND INCLUDING DECEMBER 31, 1939.

RECEIPTS AND DISBURSEMENTS.

RECEIPTS

Aug. 1-	From Carl G. Fisher Corporation (Salary check),	\$ 1,000.00	
	" Miami Beach Bay Shore Co. (" ")	500.00	
8-	Transfer of funds from personal account of Carl G. Fisher to Estate of Carl G. Fisher,	341.62	
25-	Carl G. Fisher Corporation (Dividend check),	\$,417.50	
Nov. 15-	National Bureau of Analysis (Refund),	12.60	
Dec. 31-	Total Discounts obtained in payment of various bills for debts and expenses incurred,	<u>4.81</u>	
TOTAL RECEIPTS,			<u>\$ 10,276.45</u>

DISBURSEMENTS

<u>Funeral Expenses</u>			
	To Combs Funeral Service, Inc.	\$ 762.00	
	" Rev. Jay A. Wabeke,	10.00	
	" Malnix Sound System,	10.00	
	" Woodlawn Park Cemetery Co.	<u>5.25</u>	\$ 787.25
<u>Hospital & Medical Attendance</u>			
	To Frank B. Voris, M.D.	\$ 58.65	
	" Frances G. MacGready (Nurse)	24.00	
	" Agnes Walsh (Nurse)	12.00	
	" Miss Louide Smith (Nurse)	<u>12.00</u>	\$ 106.65
<u>Legal Expenses</u>			
	To William W. Muir, Attorney	\$ 125.00	
	" The Review Printing Company - Publishing Advertisement, Notice to Creditors,	<u>5.75</u>	\$ 130.75
<u>Maintenance of Property</u>			
	To G. Rogers (Carpenter)	\$ 8.80	
	" M. Rogers (")	9.90	
	" G. Hinton (")	5.50	
	" Beach Lumber Yard, Inc. (Lumber)	24.55	
	" Railey-Milam, Inc. (Hardware)	4.07	
	" General Lee Thomas (Garstaker)	6.65	
	" Earl Tillman (")	50.00	
	" North Beach Home Patrol	55.00	
	" Miami Beach Bay Shore Co. - Labor - Work on lawn	1.75	
	" City of Miami Beach (Water)	<u>16.16</u>	\$ 140.16
<u>Insurance and Real Estate & Property Taxes</u>			
	To G.L. Clements, Agent - Fire Insurance on Residence for one year to 8/9/40	\$ 64.56	
	" City of Miami Beach, Florida, City Taxes for year 1939	28.40	
	" Hayes Wood - Tax Collector, State & County Taxes for year 1939	<u>46.91</u>	\$ 139.87

IN RE: ESTATE OF CARL G. FISHER, DECEASED.

SCHEDULE ATTACHED TO FIRST ANNUAL RETURN
COVERING THE PERIOD FROM JULY 20, 1939, TO
AND INCLUDING DECEMBER 31, 1939.

RECEIPTS AND DISBURSEMENTS.

RECEIPTS

Aug. 1-	From Carl G. Fisher Corporation (Salary check),	\$ 1,000.00
	" Miami Beach Bay Shore Co. (" ")	500.00
8-	" Transfer of funds from personal account of Carl G. Fisher to Estate of Carl G. Fisher,	341.68
25-	" Carl G. Fisher Corporation (Dividend check),	8,417.50
Nov. 15-	" National Bureau of Analysis (Refund),	12.50
Dec. 31-	" Total Discounts obtained in payment of various bills for debts and expenses incurred,	4.81
TOTAL RECEIPTS,		\$ 10,276.43

DISBURSEMENTS

Funeral Expenses

To Combs Funeral Service, Inc.	\$ 762.00	
" Rev. Jay A. Wabeko,	10.00	
" Malmitz Sound System,	10.00	
" Woodlawn Park Cemetery Co.	5.25	\$ 787.25

Hospital & Medical Attendance

To Frank B. Voris, M.D.	\$ 58.65	
" Frances G. MacGready (Nurse)	24.00	
" Agnes Walsh (Nurse)	12.00	
" Miss Louise Smith (Nurse)	12.00	\$ 106.65

Legal Expenses

To William W. Muir, Attorney	\$ 125.00	
" The Review Printing Company - Publishing Advertisement, Notice to Creditors,	5.75	\$ 130.75

Maintenance of Property

To G. Rogers (Carpenter)	\$ 8.80	
" M. Rogers (")	9.80	
" G. Einton (")	5.50	
" Beach Lumber Yard, Inc. (Lumber)	24.55	
" Bailey-Milam, Inc. (Hardware)	4.07	
" General Lee Thomas (Garretaker)	6.65	
" Earl Tillman (")	30.00	
" North Beach Home Patrol	35.00	
" Miami Beach Bay Shore Co. - Labor - Work on lawn	1.75	
" City of Miami Beach (Water)	16.16	\$ 140.16

Insurance and Real Estate & Property Taxes

To G.L. Clements, Agent - Fire Insurance on Residence for one year to 8/9/40	\$ 64.56	
" City of Miami Beach, Florida, City Taxes for year 1939	28.40	
" Hayes Wood - Tax Collector, State & County Taxes for year 1939	46.91	\$ 139.87

DISBURSEMENTS (Continued)

Miscellaneous

To Postage		\$ 2.00	
" Southern Bell Telephone & Telegraph Co.		5.40	
" Skagseth Stationery Co. (Record Book)		1.50	
" Carl G. Fisher Corporation		1.89	\$ 8.79

Debts Incurred Prior to Decease

To Miami Beach First Nat'l Bank - Mortgage payment due 8/2/59,	\$1,800.00	
Payment on Demand Note of \$8500.00	550.00	
Interest on Mortgage	186.90	
Interest on Demand Note	20.46	
To Miami Beach Bay Shore Co. - Payment on loan due 8/25/59	1,500.00	
Interest on loan to 11/15/59	156.64	
To Collector of Internal Revenue, 3rd & 4th Quarterly Installment on 1958 Income Tax Return	684.45	
To Collector of Internal Revenue - Social Security Tax for Quarter ending 9/30/59	5.52	
To F.R. Rumpage - Salary taking care of personal affairs of Carl G. Fisher	165.00	
To St. Francis Hospital (telephone charges)	9.17	
" William W. Mitchell, D. D. S.	8.00	
" Walter T. Hotchkiss, M. D.	55.00	
" Geo. Rogers (Carpenter)	8.80	
" City of Miami Beach, Fla. (Water)	5.20	
" So. Bell Telephone & Telegraph Co.	8.00	
" Florida Power & Light Co.	10.85	
" Burdine's, Inc.	.86	
" Beach Lumber Yard (Lumber)	1.26	
" Mike Dallett (Car Expense)	4.50	
" The Great A & P Tea Co. (Provisions)	45.75	
" Railey-Milan, Inc.	2.05	
" Eddie's News & Stuff (Magazines)	11.26	
" Beach Mill & Supply Co.	29.16	
" Johnson Clock Co. (Repairs to Barometer)	25.00	
" Western Union	44.17	\$ 5,291.74

Other Disbursements

Loan to Margaret G. Fisher - Beneficiary,	1,500.00
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TOTAL DISBURSEMENTS

\$ 8,105.21RECAPITULATION

Receipts	\$ 10,276.45
Disbursements	<u>8,105.21</u>
Cash Balance 12/31/59	\$ 2,171.22

March 26, 1940.

Fred Humpage,
Carl G. Fisher Corp.,
Miami Beach, Florida.

Dear Fred:

Regarding my apparent worry as to expenses of filing claim as trustee, it wasn't altogether selfish, as I have watched many estates of good friends of mine being almost taken over by lawyers. I had Margaret's welfare in mind when I spoke of it, although naturally I knew that you or Blair would not engage a lawyer who would create excessive costs - but I am not unmindful of a few gentlemen whom I know in your district down there who would be willing to charge very nice attorney fees if they could.

I did not talk to Joe Daniels but have talked to some of the other trustees of the Riley Hospital, and through them I learned of the probable sale of the Lincoln Hotel, and as the impression was out that this amount went to the Fisher estate they thought there was sufficient money to take care of everyone. When I explained under the new set-up of the Carl Fisher Corp. that his small holdings in that new corporation would benefit in a very small way in the sale, they were surprised.

I wish you would let me know just how much Daniels knows about the new corporation, as I do not want to stick my neck out with the other trustees in minimizing Carl Fisher estate holdings to make myself appear as making false statements. I have told them that a forced sale would hurt everyone and those that I have talked to do not want to do such a thing and would be willing, I am sure, if they intend to press their claim, to accept a few shares of the Carl Fisher Corp. stock or accept some payment from Mrs. Fisher in case of her death in lieu of the present claim.

I think I had a small influence in Carl's last will because when he suggested that he wanted to give me certain things at his death, I suggested that he make it simple by leaving everything to Margaret and in that manner avoid any legal complications.

If you think I should demand additional collateral to protect Margaret, and there is a chance of putting up additional stock to do so, naturally I want to make this demand.

March 26, 1940

Letter 3/26/40 R H Tyndall to F R Humpage - page 2 -

Has the claim of the Methodist Hospital donation been settled? I remember Carl making some promises to them. This claim by the Riley Hospital may dig up some more trouble.

I am sending a copy of this letter to Margaret.

Hope you have recovered from the Flu.

Sincerely yours,

Robert H. Tyndall.

April 16, 1940

Margaret C. Fisher, F. R. Rumpage
and C. W. Chase, Jr., as Executors
under Mr. Fisher's will:

Estate of Carl G. Fisher

Time for filing claims has expired. The time for filing claims expired on March 22, 1940.

Claims filed. The following claims were filed within the time allowed by law:

(a)	Geo. J. Ramsay and Douglas D. Felix	\$564.14
(b)	Sears Roebuck Co., Miami, Florida	105.58
(c)	W. D. Horne Company, Inc., Homestead, Florida	690.00
(d)	Miami Beach Bay Shore Company	6000.00
(e)	Beach Boat Slips Corporation	860.65
(f)	James Whitcomb Riley Memorial Association of Indiana	50000.00
(g)	Margaret C. Fisher, not including interest	96552.38
(h)	Robert H. Tyndall, as Trustee, not including interest	96552.38

Total claims filed. The total of the claims filed considering the claims of Robert H. Tyndall as Trustee and Margaret C. Fisher as one and the same claim amounts to \$154,772.75

Total assets. The total assets of the estate as shown by the inventory and appraisal are \$52,198.12.

Time for filing objections to claims. The time for filing objections to the claims will expire on May 22, 1940.

Objections to claims. The executors should obtain copies of all claims filed and object before May 22, 1940 to any which are not just.

Homestead. The widow, regardless of whether her husband died testate or intestate takes the fee simple title to the homestead if there are no lineal descendants. This vesting of title to the homestead is fixed by statute and no election is required of the beneficiaries of the homestead right in order to obtain the benefit of the same. Inquiry should be made to ascertain whether or not Mr. Fisher's home were a homestead at the time of his death.

Dower. Consisting of one-third part in fee simple of the real property

April 16, 1940

owned by Mr. Fisher at the time of his death and one-third part absolutely of the personal property owned by Mr. Fisher at the time of his death.

If Mrs. Fisher wishes to claim dower she must so elect in writing within nine months after the first publication of Notice to Creditors (July 22, 1939), that is before April 22, 1940.

Conflict of interest. Mrs. Fisher's interests as a creditor of the estate conflict with her position as executrix. She should account to the court and petition for leave to resign.

Reversionary interest in shares held by Robert H. Tyndall, as Trustee. Certain shares were assigned to Robert H. Tyndall as Trustee to hold in trust during the life of Mrs. Fisher. All Mr. Fisher's property real and personal was devised and bequeathed to Mrs. Fisher. This would include Mr. Fisher's reversionary interest in the trust shares. This reversionary interest should be reported as an asset of the estate and administered.

?

Yours very truly,

Wm. W. Muir

Wm. W. Muir

A/M

IN THE COUNTY JUDGE'S COURT
IN AND FOR DADE COUNTY, FLORIS

IN PROBATE

No. 10536

IN RE ESTATE OF)
CARL G. FISHER,)
DECEASED)

EXECUTORS' OBJECTION TO THE CLAIM
OF ROBERT H. TYNDALL, AS SUBSTITUTED TRUSTEE.

Come now F. R. Humpage and C. W. Chase, Jr., as executors under the will of said decedent and file the following objection to the claim of Robert H. Tyndall, as substituted trustee, for \$96,552.38 not computing interest, based on the trust agreement dated May 14, 1927 between Carl G. Fisher, Margaret C. Fisher (nee Margaret E. Collier) and Robert H. Tyndall, as substituted trustee, a copy of which is attached to said claim, namely:

1. As yet the executors have not been able to verify the accuracy of said claim and therefore object to it on the grounds that said estate is not indebted for the full amount claimed.

Dated this 20th day of May, 1940.

F. R. Humpage

C. W. Chase Jr.

As said executors.

The foregoing instrument was filed May 20, 1940.
W. F. Blanton, County Judge
By Gladys V. Sullivan, Clerk

Re
CARL G. FISHER ESTATE

OBJECTIONS TO CLAIM OF
ROBERT H. TYNDALL, SUBSTITUTE TRUSTEE, AND
MARGARET C. FISHER

Comes now James Whitcomb Riley Memorial Association of Indiana, an Indiana corporation, by Hudson & Cason, its attorneys, and objects to the claim heretofore filed on March 21, 1940 against the estate of Carl G. Fisher deceased, by Robert H. Tyndall, as Substituted Trustee, and on March 20, 1940 by Margaret C. Fisher, and respectfully shows to the Court:

1. That the undersigned is a creditor of the estate of Carl G. Fisher, deceased, having duly filed its claim herein on the 19th day of March, 1940.
2. It appears from the trust agreement attached to the claim of the said Robert H. Tyndall, as Substituted Trustee, that there was no personal liability on Carl G. Fisher during his lifetime, or upon his estate after his death, to pay the said claim or any part thereof.
3. If under the terms of said trust agreement there had been any personal liability upon the said Carl G. Fisher, or upon his estate, the same has been waived by the said Robert H. Tyndall, as Substituted Trustee, and by Margaret C. Fisher.
4. It appears that the said Robert H. Tyndall, as Substituted Trustee, and Margaret C. Fisher are now prevented by laches from asserting said claim.
5. It appears that any claim which the said Robert H. Tyndall, as Substituted Trustee, or Margaret C. Fisher, might have had is now barred by the Statute of Limitations.
6. It is not alleged that the said Robert H. Tyndall, as Substituted Trustee, gave written notice to Carl G. Fisher, as required by Paragraph 3 of the Trust Agreement, and there was no liability upon the said Carl G. Fisher to advance any amount except upon receipt of written notice from the said Substituted Trustee.
7. It is apparent from any examination of the instrument as a whole that the advances contemplated by Paragraph 3 of the Trust Agreement were intended to be merely temporary advances for the support of Mrs. Margaret C. Fisher and not intended by the parties to be allowed to accumulate and presented in the form of a claim for a large amount as is now being attempted.

8. It appears that the said Robert H. Tyndall, as Substituted Trustee and Margaret C. Fisher, have acquiesced in Carl G. Fisher's inability or failure to advance funds under Paragraph 3 of the Trust Agreement and the said Substituted Trustee and Margaret C. Fisher have therefore waived their right, and are now estopped to assert their right, to demand that such funds be advanced.

9. There is no provision in Paragraph 3 of the Trust Agreement, nor does the Trust Agreement elsewhere provide, for the advance of any funds to the substituted Trustee or to Margaret C. Fisher, after the death of the said Carl G. Fisher.

10. The Trust Agreement is invalid for want of consideration.

11. It appears that the Trust Agreement attached to the claim of the said Robert H. Tyndall, as Substituted Trustee, was made and entered into in the State of Virginia. It also appears that said Agreement is invalid as to the claim of the undersigned by virtue of Section 5185 of the Code of Virginia of 1936 (originally Section 2459 of the Virginia Code of 1887), which provides as follows:

"Every gift, conveyance, assignment, transfer, or charge, which is not upon a consideration deemed valuable in law, or which is upon consideration of marriage, shall be void as to creditors whose debts shall have been contracted at the time it was made, but shall not, on that account, be void as to creditors whose debts shall have been contracted or as to purchasers who shall have purchased after it was made; and though it be decreed to be void as to a prior creditor, because voluntary or upon consideration of marriage, it shall not, for that cause, be decreed to be void as to subsequent creditors or purchasers."

12. The Trust Agreement attached to the claim of said Robert H. Tyndall, as Substituted Trustee, refers to a certain deed of trust, dated March 31, 1926, a copy of which is recited to be attached, marked Exhibit "A". No copy of said Trust Deed of March 31, 1926, was filed with the claim of Robert H. Tyndall, as Substituted Trustee, or with the claim of Margaret C. Fisher. The undersigned, therefore, requests the Court for the privilege of filing such additional objections as it may be advised upon examination of a copy of said Trust Deed, if any when the same may be hereafter produced or filed in this proceeding, or otherwise made available to the undersigned for its examination.

Dated this 20th day of May, 1940.

MCDONN & CASON

By Attorneys for
James Whitecomb Riley Memorial Association
of Indiana.

WILLIAM W. MUIR
ATTORNEY AT LAW
605 LINCOLN ROAD BUILDING
MIAMI BEACH, FLORIDA

May 22, 1940

Mrs. Carl G. Fisher
Montauk, Long Island
New York

Re: Estate of Carl G. Fisher, deceased;
Executors' objection to claim of
Margaret C. Fisher.

Dear Mrs. Fisher:

I have been directed by the executors of the estate of Carl G. Fisher to serve you with the enclosed copy of their objection to your claim filed in this proceeding.

Yours very truly,



encl
A/M

June 15th, 1940

Dear Fred:

Thanks for your letter of the 10th. I presumed that you had received a copy of the objections as filed by the attorneys for the James Whitecomb Riley Association, and was anxious to have your opinion on same. That was my reason for sending the wire. I enclose copy of objections to Bob's and my claim, received from the office of Hudson and Cason, dated May 23, 1940. Would have send this on to you at once, except, as I said, had presumed you would already have received one.

I don't suppose you would be interested in any opinion I might have about the objections filed by the attorneys for the Riley Assn. inasmuch as I may be considered a prejudiced "party" - and readily admit little knowledge of legal technic, however, it appears to me most of it is rather flimsy. I was duly impressed with the number of objections presented, but I suppose there is greater chance for a favorable ruling on some point for their side.

As to objection number two, I thought "liability" means responsibility, or one who is responsible for a debt. If this is true, The Agreement makes that clear it seems to me, in paragraph 3 which reads in part "Carl Fisher covenants and agrees, upon receipt of written notice from said Trustee, to advance the amount of such deficiency to the Trustee who shall thereupon pay all accrued expenses and all amounts then payable to Margaret Collier under the provisions of the preceding paragraph numbered 2". Also, in paragraph 2 it is provided "in the event that Margaret Collier shall survive Carl Fisher the Trustee shall pay to her out of the said income, etc. etc." furthermore, I do not see anything in the Agreement that places any limit upon the time that a written notice should be given by the Trustee. In number seven they express their opinion that "the advances were intended to be merely temporary advances for the support of Mrs. Margaret C. Fisher and not intended by the parties to be allowed to accumulate and presented in the form of a claim for a large amount as is now being attempted." The Agreement clearly states its intention that I should receive one thousand dollars a month until the death of Mr. Fisher and two thousand a month thereafter and altho it specifies it should be made in monthly payments, it does not state any objection to it being collected in an accrued sum. Referring to objection number four - if the legal meaning of "laches" is an inexcusable delay or right to make a claim - I think we might give several seasons. Number ten - the agreement was made in consideration of conspiration that was the of donarrights in any property owned by Mr. Fisher. consideration.

Objection number 11, is rather confusing to me, but it does not appear to fit this case. Number 12: The Deed of Trust referred to, as I remember, was revocable, and subsequently revoked, and I do not see any reason they should see a copy of it now.

What do you think?

This amount

Page two- June 13-40.

I would feel a little better about it if you could talk with Mr. Galkins or someone else about the case, you know who would be best to consult. Hugh Davis could possibly help us, if we need any advice about the Virginia state laws. Like you tho, I think the less complication, the better. But, from an expense standpoint, no use in being "penny wise -----"

Presume it will not be necessary for me to appear in person in this case, at least not for a while. If so, of course I can be there anytime.

I am planning to leave here in about ten days - possibly the 26th of this month, to be at Hot Springs, Ark. for three weeks. Will keep you informed and give you my address.

Have not leased anything here. Have a prospect, will know last of this week. So far, all I've been able to accomplish is "spend money" rather than pull any in. First, new stove and water heater, then new water pump, and now perhaps a new refrigerator - I've been stalling these "new" items off for some time now, so it is no surprise to have to come across with some purchasing now.

Do you still plan to come up here in June?

Weather pretty good, but a bit too cold to suit me.

Sincerely,

SUBJECT

FROM

DATE

MEMO TO

THE CARL G. FISHER PROPERTIES

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.

July 11, 1940.

Mrs. Margaret C. Fisher,
C/o Arlington Hotel,
Hot Springs National Park,
Arkansas.

Dear Margaret:-

For something over two weeks I have been in rather bad condition physically - so much so that until a day or two ago I have spent but very little, and some days no time at all at the office. I had to have all of my upper teeth removed. The reaction was not too good and, in addition, had a rather serious infection, which, combined with the excessive hot weather here, put me almost completely out of business.

Your telegram of July 9th was not delivered here at the office until after office hours, and I wired you last night, night letter, as per copy of telegram attached. As stated in my telegram, although I have been inactive insofar as attending to the business affairs of the Fisher Corporation is concerned, nevertheless, I have not overlooked taking care of matters in which you are personally or primarily interested, and have kept very closely in touch with Muir, so as to have quick and first-hand knowledge of any move made or action taken by the Trustees of the Riley Association, etc.

As you will recall, after the Riley Trustees filed their claim, the Executors filed objections to that claim, and, matching move for move with them, objections were filed by the Executors to your claim, as well as that of the claim of Tyndall, Trustee; the purpose being to have all of these claims adjudicated at the same time and in the same Court, and not to give any advantage to the Riley Trustees, insofar as court proceedings are concerned, and also place the Executors in the proper position so that they could not be justly charged with exercising a preference for one claimant as compared with the other.

As I think I have previously advised you, any claimant whose claim had been objected to by the Executors had until July 20th to file suit; and if no suit were filed on or before July 22nd, they lose whatever rights they might have, unless the Court should permit them later to reinstate their claim. Therefore, it was not advisable for Muir, representing the Executors, or anyone representing your and Tyndall Trustee's interest to file suit, unless and until the Riley Trustees should file. This they didn't do until July 9th, and the Executors were not served with the papers until the late afternoon of July 9th. The Executors have 20 days from that date within which to file an answer to the Riley suit. They being an out-of-the State organization, their suit was filed in the Federal Court. So, yesterday Muir had filed on your behalf, and also on behalf of Tyndall Trustee, a summons, citing the Executors of the Carl G. Fisher Estate to file an answer on August Rule Day, i.e. the first Monday in August, which is August 5, 1940.

In the meantime, I have attempted to contact Senator Calkins, but he has not been available. In fact, he did not return to the city until yesterday and

July 11, 1940.

therefore I was able to have only a few minutes conversation with him. I expected to have a conference with him today, but find that he is going to be tied up practically all day. So it probably means some time tomorrow before I will be able to obtain very much of his time and go thoroughly into this matter. Just as soon as I have had that conference with him, I will write you as to what his ideas, comments and suggestions are.

I am inclined to believe that before you get through with this, that there will be some sort of a compromise offer from the Riley Trustees. However, I think it will be necessary to go through the motions of putting up a strong fight, in order to convince them that you mean business.

I was very sorry to learn from your letter that you found it necessary to go to Hot Springs for treatment. If you had a blood pressure of 195 over 150, you certainly had reached the top of where it was safe to go on as you were. I am surely glad that you didn't put off your trip to Hot Springs any longer, and I hope by now that as a result of treatments and medical attention, that you have gotten that blood pressure down to somewhere near what it ought to be; furthermore, that the headaches have entirely disappeared.

I hope the delay in answering your letter didn't cause you unnecessary worry or particularly disturb you. You may be sure that if there is anything of major importance that occurs, I shall either wire or write you air mail promptly. In other words, I will keep you fully and promptly informed when, as, and if anything of importance takes place; and particularly will I write you again, after I have had a chat with Calkins.

Take good care of yourself and let me know how you are getting along, even if you only mail a postcard now and then, for I am anxious to know that you are getting control of and that blood pressure down where it belongs.

Kindest regards and best wishes.

Sincerely,



F. R. Humpage.

FRH:AVM
Enclosure

Dec. 21, 1940.

General Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

There is being mailed to you today, in an envelope addressed to you as Trustee, a letter of even date (which letter is being addressed to the stockholders of the Carl G. Fisher Corporation), and with the letter addressed to you there was enclosed a check for \$7490.00, made payable to Robert H. Tyndall, Trustee — which I presume you will wish to endorse and forward to Margaret at your earliest convenience.

You probably have been made aware of the fact that Mr. Daniels and an attorney by the name of Howe were down here recently; the purpose of their visit being to consult with the undersigned as Executor of the Estate of Carl G. Fisher, and also with the attorneys, Loftin, Galkins, Anderson and Scott, who are the attorneys for Margaret and yourself as Trustee, etc.

In the conversations which I had with Mr. Daniels and Mr. Howe I was led to believe that they had conferred with you on more than one occasion and, seemingly — at least, judging from what they said — they were convinced that the value of the assets of Carl's Estate were considerably in excess of their actual value, if one is to consider the period of time which may be required to liquidate the assets, and taking into further consideration the fact that, in these troublous times, items which now seem to have a certain value may, in the not very distant future, prove to have a very much less value than they now seem to have. In any event, it is quite evident that Mr. Daniels came here with the idea that there was here at Miami Beach a real estate boom in the making — all of which is not a fact.

It is true, as you perhaps know, that there is a scarcity of ocean frontage. Last year there were 47 new hotels built — most of them on the ocean front. This year there are 41 new hotels being built, and they also are built on the ocean front; but these hotels were not built by those who cater to the same class of clientele or guests as do the Pancoast, Whitman, Shoremeade, Braxnell, or the Carl G. Fisher Group of Hotels. The result is that the ocean front area has become very badly congested. Each one of these hotels that have been erected occupy practically every inch of ground on which they are located. Such hotels as the Whitman, Shoremeade, and Pancoast are very much disturbed over the situation, as they will have as next door neighbors, hotels which cater almost exclusively to Jewish clientele. However, the demand for and the scarcity of ocean frontage has naturally increased the price; but that condition does not prevail as regards property owned and/or controlled by the Miami Beach Bay Shore Company and/or the Fisher Corporation.

And with this condition prevailing, it is very fair to assume that real estate values, particularly the property other than that located on the ocean front, will, in all probability, decline in value. That means but one thing:

Dec. 21, 1940.

that is, that the real estate holdings, etc., of our two Companies, i.e. the Fisher Corporation and the Miami Beach Bay Shore Company, will not increase in value. Furthermore, each and every year the cost of doing business increases, and that means a greater overhead for the respective Companies, and, further than that, each year, of course, both Companies are required to pay taxes on their holdings. There is only one way they can relieve themselves of the tax burden, and that is by selling real estate; and every time they sell a piece of real estate, it reduces the assets. In other words, whenever the Miami Beach Bay Shore Company pays a dividend, a very small proportion, if any, of it, comes out of earnings. That is more truly the fact at the moment as regards the Fisher Corporation, for in the letter dated December 14th, addressed to the stockholders of the Fisher Corporation, you will note that only approximately 20% of the dividend which was paid on August 10th, 1940, came from earnings, the balance, 80%, came from the sale of one of the major assets of the Corporation, namely, the Lincoln Hotel properties.

And in the letter which is being sent out with the present dividend check, and to which I first referred in this letter, you will note that it is estimated that only 35% of the amount will come out of the earnings for the fiscal year ending August 31, 1941, and 67% comes from the sale of assets, and is, as stated, a "return of investment."

The Miami Beach Bay Shore Company are fast approaching the point where whatever, if any, future dividends are paid by them, will have to come from the sale of assets, and not out of earnings. So that, every time a piece of property is sold by either the Fisher Corporation or the Miami Beach Bay Shore Company, it means that we are reducing the asset value of that Company's stock by just that much. This is something which I am quite sure Mr. Daniels, and perhaps you yourself have failed to realize; or, if you have realized it, you haven't placed upon it the degree of importance which must be given to it.

I am writing you in some detail on this subject because I dare say that inasmuch as you undoubtedly have been approached, and may have had some conferences with Daniels and the other members of the Riley Memorial Association Committee, and may be further contacted by them, that you will understand just what the situation is. And while the Bureau of Internal Revenue at the very first placed a rather high value upon the Fisher Corporation stock, it may interest you to know that subsequently, and after a most thorough examination, they very materially reduced their idea as to what the Fisher Corporation stock was worth; and you may rest assured that if they thought there was any chance of supporting their first idea as to values, they would have stuck to it.

So, may I suggest that if, perchance, you should have occasion to have any further contacts or conferences with Mr. Daniels, or any of his associates, that you make it very clear to them that there isn't any such value attached to the stock of the Fisher Corporation, which was held by Mr. Fisher, as has been presumed by many of those, including some creditors, and even the beneficiary of that Estate.

Mr. Daniels and Mr. Howe left here with the express thought in mind of consulting others of the members of their Committee and working out some compromise that would be fair - at least, I have been so informed; they having been

Dec. 21, 1940.

as I believe, convinced that they have over-estimated the value of the Fisher Corporation stock, which is the major asset of Carl's Estate. And, in view of the circumstances and conditions, etc., may I further suggest that you refrain from making any comments as to the dividend now being paid by the Fisher Corporation, for I fear that that may improperly influence them in their demands.

As you perhaps know, Mrs. Fisher, on her behalf as beneficiary, and you as Trustee, have filed claims against the Estate, to the extent of approximately \$85,000.00; this amount being claimed as being the unpaid balance due up to the time of Carl's decease on the Premuptial Agreement, which was made just prior to his marriage to Margaret, and in connection with which agreement you are the Trustee.

I have no desire nor intention of misleading anyone in connection with these several matters. However, I am very sure that at the time Mr. Fisher gave the note to the Riley Memorial Association, he had every intention, and was at that time in a position to, and firmly believed, that at his death his Estate would be sufficiently large to warrant the payment of that amount out of his Estate, without in any way inflicting any hardship upon any of those to whom he might at some subsequent date will what he had to give; but, as both you and I know, Carl just escaped bankruptcy at the time of the reorganization of The Carl G. Fisher Company. In fact, at that time we seriously considered having him go through bankruptcy proceedings, but were able to work out a solution of the problem without having that stigma attached to his name.

In any event, I am quite sure that Carl had entirely forgotten about the note which he gave to the Riley Memorial Association, because he never mentioned it to me, and I am sure that, had he recalled it, he would, prior to his death, have made an attempt to effect a compromise and satisfactory settlement of that item; and certain it is, by all the rules of decency and procedure, the Riley Association should not at this time, and under the circumstances, insist upon their claim being paid in its entirety, and thus deprive Margaret of that to which she is justly entitled and which, as evidenced by Carl's will, he very clearly intended that she should have.

I feel that it is my duty to write you this somewhat lengthy letter on this subject, because I realize what the extent of your influence is in the Indianapolis area, and what assistance you can be to Margaret in doing, or not doing, or saying anything which will create in the minds of the Riley Memorial Association Committee an exaggerated idea of the value of the Estate, and what it will mean to Margaret in the event that the Riley Association should prosecute their claim to a successful conclusion. I am frank to say my personal viewpoint is that they will never make it stick; but if they do, by the same token, Margaret's claim of \$85,000.00 is just as legitimate a claim, if not more so, and will undoubtedly be allowed; so that the claims against the Estate, and other than the Riley Association claim, are approximately \$100,000.00 as against the \$50,000.00 claim of the Riley Association; and, in the final analysis, if all claims against the Estate are established as filed, the best that the Riley Association could possibly hope to get would be one-third of what there was in the Estate; whereas, Margaret would get at least two-thirds; and the net value of the Estate, after all expenses have been paid, will not, in my opinion, exceed \$40,000.00, on the assumption that the value of the Fisher Corporation stock

General Robert H. Tyndall -- 4.

Dec. 21, 1940.

is established at the appraised value of \$25.00 per share.

I assume that you will be so busy with things of a military character that we are not going to have the pleasure of seeing you down here this winter season. However, if you can break away long enough, we certainly shall be glad to see you, and I would like very much to have you come so that you might more properly get a true picture of what is going on at Miami Beach.

In closing, I wish for you and your family not only a most delightful Christmas, but I hope that the New Year will bring to you and yours a great abundance of good health, happiness and prosperity.

Sincerely,

F. R. Humpage.

FRH:AVM

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.

Jan. 28, 1941.

Mrs. Margaret C. Fisher,
C/o Floyd-Lendorff Realty Co.,
439 N. Orange Avenue,
Orlando, Florida.

Dear Margaret:-

Mr. Joseph J. Daniels, who is one of the Trustees of the Riley Memorial Association, and is also a member of the law firm of Baker, Daniels, Wallace & Seable, of Indianapolis, which law firm represents the Riley Memorial Association, has advised that the Trustees have agreed to accept the sum of \$12,500.00 in cash, in full settlement of all of the Association's claims against the Fisher Estate, and that immediately upon payment being made by the Executors of the Estate, that they will execute the necessary papers, arranging for dismissal of all pending suits, or otherwise.

Although you have approved of making settlement in accordance with the above, nevertheless, I would appreciate it if you would telephone me upon receipt of this letter (which I am sending to you through the courtesy of Mrs. Odell), so that I may proceed to arrange for final settlement and thus clear up all matters pending in connection with the affairs of the Estate. (By so doing, we will be able to advance to you from time to time some of the funds which are now being held in the possession of the Executors. The Executors will, of course, be required to retain a substantial amount of these funds, pending a final audit and a determination by the Internal Revenue Bureau as to what, if any, tax is required to be paid. However, the more quickly we can settle the Estate and pay all outstanding bills, the payment of which has been held up by the Executors, pending settlement of the suit of the Riley Memorial Association, and your and General Tyndall's suits, against the Estate, the sooner we will be able to arrive at a final determination and settlement with the Internal Revenue and State of Florida taxing authorities.

Also, just as soon as we have the Riley Memorial Association's suit out of the way, we can have your and General Tyndall's suits against the Estate withdrawn, and that will have a tendency to keep the legal expenses down to the minimum.

I know it is hardly necessary for me to go into this somewhat lengthy explanation of it all, because you are sufficiently well informed to know what I am striving to accomplish, and why. So, if you will be good enough to let me have your final approval by telephone as quickly as possible, I can get things under way to clear up this matter within a reasonably short time.

Just for your information, I have been advised that the suggestion which I made, to the effect that in order to take care of this matter, it might be necessary for me to borrow the money, to make immediate payment, was a contributing influence in getting the Riley Association to accept a cash settlement,

Mrs. Margaret C. Fisher -- 2.

Jan. 28, 1941.

instead of having to wait a period of time in order to obtain the funds, and/or to continue long, drawn-out litigation; which, of course, would be expensive to them as well as to us, regardless of who might win.

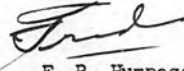
In any event, what we sought to do has been accomplished, and I think it is well that we made this settlement "as is".

It seems to me you are spending more time in Orlando than you are at Miami Beach. It is well that you are still within the confines of the State of Florida; otherwise, the question might arise as to whether or not you are still a citizen of Miami Beach and/or the State of Florida.

When you have this "country estate" of yours finished, I shall expect an invitation to go up and look it over.

In any event, now that we have gotten rid of these several suits, I am sure you will feel better, and I hope sleep better. Personally, it is quite a relief to me to know that we have been able to work this thing out in what I believe to be a manner which is in your best interest.

Sincerely,



F. R. Humpage.

FRH:AVM

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.
Feb. 11, 1941.

Mrs. Margaret C. Fisher,
P. O. Box 961,
Winter Haven, Florida.

Dear Margaret:-

You will be interested, and I hope pleased, to know that the Executors of the Estate of Carl G. Fisher have received, marked "Cancelled", the note of Carl G. Fisher in the amount of \$50,000.00, given to the James Whitcomb Riley Hospital for Children.

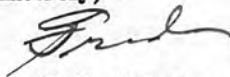
Also, we have received a release executed by the James Whitcomb Riley Memorial Association of Indiana, which releases the Estate and all parties of interest, including the Executors of the Estate, of all further liability under said note or in connection therewith; it being understood that all claims of every description which the Association may have had or claimed against Carl G. Fisher, or his Estate, or his Executors, are fully released and satisfied.

This release has been recorded in the County Judge's Court, and will remain there indefinitely; but should a certified copy thereof be desired, it can be secured. All the papers necessary to effect a dismissal of the suit instituted by the Association in the Federal Court have been presented to the Court; and the three suits now pending in the State Court will be dismissed as soon as possible.

9
(Altogether, I feel that that which has been accomplished has been in your best interests, and has, in fact, relieved us all from what might well have proven to be long, drawn-out, and expensive litigation, and probably a less satisfactory settlement.

Hope that everything is going well with you and what you are doing at Orlando, etc.

Sincerely,



F. R. Humpage.

FRH:AVM

(COPY)

LOFTIN, CALKINS, ANDERSON & SCOTT
ATTORNEYS AT LAW
Miami and Jacksonville

Scott M. Loftin
James E. Calkins
Robert H. Anderson
Paul R. Scott

INGRAHAM BUILDING
MIAMI, FLORIDA

N. J. Durant
George T. Clark
Alfred L. McCarthy
John H. Wahl, Jr.

P. O. Box 1069.

February 12, 1941

Mr. F. R. Humpage
Post Office Box 2307
Ocean View Station
Miami Beach, Florida

ESTATE OF CARL G. FISHER DECEASED

Dear Sir:

We have your letter of the 11th and have the pleasure to report that all four suits have been dismissed.

The suit instituted by James Whitcomb Riley Memorial Association in the Federal Court was dismissed on February 10, 1941, and the three suits heretofore pending in the State Court were dismissed today.

This completes the settlement of the claim filed by the Association against the above estate.

Yours very truly,

(Signed) Loftin, Calkins, Anderson & Scott

ALM:D

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.

Feb. 14, 1941.

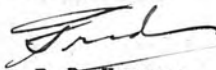
Mrs. Margaret C. Fisher,
P. O. Box 961,
Winter Haven, Florida.

Dear Margaret:-

In this morning's mail I received from Loftin, Calkins, Anderson & Scott a letter dated February 12th, wherein they advise that the suit instituted by the James Whitcomb Riley Memorial Association in the Federal Court was dismissed on February 10th, and the three suits pending in the State Court were dismissed on February 12th; thus completing the settlement of the claim filed by the Riley Association against the Estate of Carl G. Fisher. ✓

For your information, I am enclosing copy of the above mentioned letter received from Loftin, Calkins, Anderson & Scott.

Yours very truly,


F. R. Humpage.

FRH:AVM

Enclosure

February 21st, 1941

Dear Bob :

My Doctor, Carlos P. Lamar of Miami who is in the Reserve Corps, has been called to service March 1st - two months earlier than previously arranged. He is willing to go anywhere at any time after May but on account of two very small children and the additional expense of providing for the family he would like to be allowed the designated time of May 1st in order to arrange his financial affairs. I know these deferments can be made and are being made constantly but it is a matter of knowing the proper person to whom this request should be addressed. Quite likely you have at least a half million such requests in your own files and this additional one will not cause you much worry - just a blank form and all that. But seriously, I would greatly appreciate if you could suggest the proper course to get this deferment. Since time is so short, you might wire me at Winter Park, Florida - P. O. Box 961. Dr. Lamar has been my attending physician for about two years. He comes from Havana, has been here five years, speaks three languages fluently. It has been indicated that he may be sent to Macon : if you need a good doctor and a linguist (after May) I can heartily recommend him.

Suppose you are wondering about the Winter Park address - have acquired another house there. This one is for my sister but I am doing it over for her - and 'doing it over' is no understatement, so that is the

reason I have been spending so much time up there and not writing letters to my friends.

The Riley suit, as you likely know, has been settled for \$12,500 which, I suppose, is alright, considering everything.

Skip's Memorial has actually been started. I do not know exactly when the Dedication is to be - probably the latter part of March. Will advise you as soon as I know definitely myself.

Love to Dean and you -

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.

January 2, 1942

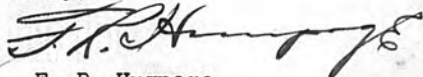
Mrs. Margaret C. Fisher,
650 West 51st Terrace,
Miami Beach, Florida.

Dear Margaret,

As per telephone conversation with you this morning, I have delivered to The Miami Beach First National Bank, Dividend Check of the Carl G. Fisher Corporation in the amount of \$1284.00; this check having been received by me this morning from Robert H. Tyndall, Trustee.

I am enclosing a duplicate deposit ticket showing that this check has been deposited to your credit in The Miami Beach First National Bank, as above stated.

Sincerely,



F. R. Humpage.

FRH/FHJ
Enclosure

DEPOSITED WITH
The Miami Beach First National Bank
 Miami Beach, Florida
 FOR THE CREDIT OF

By Margaret C Fisher

Address _____

January 1942

In receiving items for deposit or collection, this bank acts only as depositor's collecting agent and assumes no responsibility beyond the exercise of due care. All items are credited subject to final payment in cash or solvent credits. This bank will not be liable for default or negligence of its duly selected correspondents nor for losses in transit, and each correspondent so selected shall not be liable except for its own negligence. This bank or its correspondents may send items, directly or indirectly, to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash; it may charge back any item at any time before final payment, whether returned or not, also any item drawn on this bank not good at close of business on day deposited.

	DOLLARS	CENTS
CURRENCY		
SILVER		
PLEASE LIST EACH CHECK SEPARATELY		
63-360		
Carly Fisher Corp		
Draft 144.00	1284	00
<i>Trust Draft 345.00</i>		
		1284 00
		100

DEPOSIT TICKET

**NOT NEGOTIABLE—Return With Book for Entry
 The Miami Beach First National Bank**

By _____
 Checks and drafts (except on us) credited subject to final payment

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

DEPOSITED WITH
The Miami Beach First National Bank
 Miami Beach, Florida
 FOR THE CREDIT OF

By Margaret C Fisher

Address _____

January 10 1934

In receiving items for deposit or collection, this bank acts only as depositor's collecting agent and assumes no responsibility beyond the exercise of due care. All items are credited subject to final payment in cash or solvent credits. This bank will not be liable for default or negligence of its duly selected correspondents nor for losses in transit, and each correspondent so selected shall not be liable except for its own negligence. This bank or its correspondents may send items, directly or indirectly, to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash; it may charge back any item at any time before final payment, whether returned or not, also any item drawn on this bank not good at close of business on day deposited.

	DOLLARS	CENTS
CURRENCY		
SILVER		

PLEASE LIST EACH CHECK SEPARATELY

63-360		
Estate of Carl Fisher	1	00
/		
Total, \$		
	1	00



DUPLICATE DEPOSIT TICKET

**NOT NEGOTIABLE—Return With Book for Entry
 The Miami Beach First National Bank**

By _____
 Checks and drafts (except on us) credited subject to final payment

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.

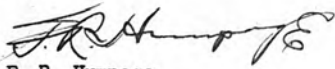
Jan. 10, 1942.

Mrs. Margaret C. Fisher,
650 West 51st Terrace,
Miami Beach, Florida.

Dear Margaret:-

I am enclosing herewith duplicate deposit ticket,
showing that there was deposited today to your credit in the
Miami Beach First National Bank, a check drawn by the Estate
of Carl G. Fisher in your favor, in the amount of \$1200.00.

Sincerely,


F. R. Humpage.

FRH:AVM
Enclosure

C. D. MILNER
AUDITORS - ACCOUNTANTS
1221-23 Lincoln Road
MIAMI BEACH, FLORIDA

January 21st, 1942.

F. R. Humpage, Esq.,
Carl G. Fisher Corporation,
Miami Beach, Florida.

Dear Mr. Humpage:

I am in receipt of your letter of January 19th inst. with reference to the dividend payments by the Carl G. Fisher Corporation to Mrs. Margaret C. Fisher and/or Robert H. Tyndall, Trustee.

I should advise you that the payments made on this account in the year 1940, namely: \$12,840.00, were reported by me in the individual income tax return of Mrs. Margaret C. Fisher, but were not included for tax, and in a special schedule attached to her Federal Income Tax Return for the year 1940 there is this note:

"Taxpayer has not included any part of the above amounts in her gross income on the ground that they represent nothing but payments on account of Carl G. Fisher's indebtedness to her under the terms of the pre-nuptial agreement, and that such payments are not taxable income to her."

I note further that the Carl G. Fisher Corporation did on December 23rd, 1941 make a further payment to Tyndall as Trustee in the amount of \$1284.00. I note further that no determination has yet been made as to what portion of this payment was made out of earnings and what portion, if any, was a distribution in liquidation.

I shall, of course, advise the Bureau of Internal Revenue of this payment, but I have no reason to change my opinion as expressed in the return for the year 1940 to the effect that these payments are not taxable.

I must express my gratitude to you for the help that you have given me.

With very kind regards.

Yours faithfully,

(Signed) C. D. Milner.

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.
Jan. 22, 1942.

Mrs. Margaret C. Fisher,
5812 Alton Road,
Miami Beach, Florida.

Dear Margaret:-

In this morning's mail I received a letter from Mr. C. D. Milner, advising that he had reported, when filing your individual income tax return for the year 1940, the receipt of \$12,840.00, dividends paid in the calendar year 1940. He also had made note of the dividend paid on December 23, 1941, and intends to report that as non-taxable income.

He makes no mention of the dividend paid by the Fisher Corporation on August 25, 1939, at which time there was paid to Tyndall as Trustee, \$2140.00. So, in acknowledging receipt of Mr. Milner's letter of yesterday (copy of which letter I am enclosing herewith, so that your files may be complete), I am calling his attention to the fact that if nothing had been done about reporting that dividend payment made on August 25, 1939, it might be well to put the Bureau of Internal Revenue on notice that such dividend was paid to Tyndall as Trustee, and that amount eventually was passed on to you and was received by you, etc. It might even be desirable to amend your 1939 Return, in the event that it has not as yet been examined and passed upon by the Bureau of Internal Revenue. In any event, I am presenting the facts to Mr. Milner for his consideration and determination as to what, if anything, should be done in connection therewith.

Kindest regards.

Sincerely,



F. R. Humpage.

FRH:AVM
Enclosure

Receipts-
from
Margaret Fisher,

re: Estate of Carl Fisher

Repts Dated

Hi m
st thereon a
of this note
and of a
in part

No. 11 \$ 1500⁰⁰

Miami Beach, Fla., February 24, 1942.

----- ON DEMAND -----

I promise to pay to the order of F. R. Humpage and C. W. Chase, Jr., Executors *after date, for value received,*
of the Estate of Carl G. Fisher,

----- Fifteen Hundred -----

----- Dollars

Payable at THE MIAMI BEACH FIRST NATIONAL BANK of MIAMI BEACH, FLORIDA,

with interest thereon at the rate of 6 per cent, per annum from date until fully paid. Interests payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at 6 per cent. per annum, payable semi-annually.

Due 194

Margaret Fisher (SEAL)



Miami Beach, Florida, February 24, 1942.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

----- FIFTEEN HUNDRED ----- DOLLARS

As a loan; which loan is to be paid by me on or before the date of final settlement
of the affairs and Estate of Carl G. Fisher, of which Estate I am the sole benefi-
ciary.

\$1500⁰⁰

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Florida, March 23, 1942.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher

----- ONE THOUSAND ----- DOLLARS

Payment on account, as sole beneficiary of the Estate of Carl G. Fisher.

\$1,000.00

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Florida, June 9, 1942.

RECEIVED FROM

F. R. Humpage, and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher

----- FIVE HUNDRED ----- DOLLARS

CB
Payment on account, as sole beneficiary of the Estate of Carl G. Fisher.

\$500.00

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Florida, January 9, 1942.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

----- TWELVE HUNDRED ----- DOLLARS

Payment on account, as sole beneficiary of the Estate of Carl G. Fisher.

\$1200⁰⁰

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Florida, June 14, 1941.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

----- TWENTY-FIVE HUNDRED ----- DOLLARS

Payment on account, as sole beneficiary of the Estate of Carl G. Fisher.

\$ 2500⁰⁰

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Florida, December 18, 1941.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

----- ONE THOUSAND ----- DOLLARS

As a loan; which loan is to be paid by me on or before the date of final settlement of the affairs and Estate of Carl G. Fisher, of which Estate I am the sole beneficiary.

\$1,000⁰⁰

B & P No. R. 760 MADE IN U. S. A.

Margaret C. Fisher



Miami Beach, Florida, December 3, 1941.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

ONE THOUSAND ----- DOLLARS

As a loan; which loan is to be paid by me on or before the date of final settlement
of the affairs and Estate of Carl G. Fisher, of which Estate I am the sole benefi-
ciary.

\$1,000⁰⁰

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher

No. _____ \$1,000⁰⁰_____

Miami Beach, Fla., December 3, 1941.

ON DEMAND

after date for value received,

I

promise to pay to the order of

F. R. Humpage and C. W. Chase, Jr., Executors
of the Estate of Carl G. Fisher,

One Thousand

Dollars

Payable at THE MIAMI BEACH FIRST NATIONAL BANK of MIAMI BEACH, FLORIDA,

with interest thereon at the rate of 6 per cent, per annum from _____ date _____ until fully paid. Interests payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at 6 per cent. per annum, payable semi-annually.

Due

194

~~Margaret C. Fisher~~ (SEAL)

No. \$1,000⁰⁰

Miami Beach, Fla., December 18, 1941.

----- ON DEMAND -----

after date, for value received,

I *promise to pay to the order of* F. R. Humpage and C. W. Chase, Jr., Executors
of the Estate of Carl G. Fisher,

----- One Thousand -----

----- Dollars -----

Payable at THE MIAMI BEACH FIRST NATIONAL BANK of MIAMI BEACH, FLORIDA,

with interest thereon at the rate of 6 per cent per annum from date until fully paid. Interests payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at 6 per cent per annum, payable semi-annually.

~~Margaret C. Fisher~~ (SEAL)

Due 194

(SEAL)

No. 11

\$1500⁰⁰

Miami Beach, Fla., November 29, 1943.

ON DEMAND

after date for value received,

I promise to pay to the order of F. R. Humpage and C. W. Chase, Jr., Executors
of the Estate of Carl G. Fisher,

Fifteen Hundred

Dollars

Payable at THE MIAMI BEACH FIRST NATIONAL BANK of MIAMI BEACH, FLORIDA,

with interest thereon at the rate of 6 per cent. per annum from date until fully paid. Interests payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at 6 per cent. per annum, payable semi-annually.

Margaret C. Fisher (SEAL)

Due 194

No. _____ \$ 2,000⁰⁰ _____

Miami Beach, Fla., October 14, 1941.

ON DEMAND

after date for value received,

I promise to pay to the order of *F. R. Humpage and C. W. Chase, Jr.,* Executors
of the Estate of Carl G. Fisher,

Two Thousand

Dollars

Payable at THE MIAMI BEACH FIRST NATIONAL BANK of MIAMI BEACH, FLORIDA,

with interest thereon at the rate of 6 per cent. per annum from date until fully paid. Interests payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at 6 per cent. per annum, payable semi-annually.

Due

194

Margaret C. Fisher (SEAL)

(SEAL)

Gibsons 536 7/8 Fla

U.S.  Bond.



Miami Beach, Florida, October 14, 1941.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

----- TWO THOUSAND ----- DOLLARS

As a loan; which loan is to be paid by me on or before the date of final settlement
of the affairs and Estate of Carl G. Fisher, of which Estate I am the sole benefi-
ciary.

\$2,000⁰⁰

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Florida, November 29, 1939.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher,

----- FIFTEEN HUNDRED ----- DOLLARS

As a loan; which loan is to be paid by me on or before the date of final settlement of the affairs and Estate of Carl G. Fisher, of which Estate I am the sole beneficiary.

\$1500⁰⁰

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher



Miami Beach, Fla., August 14, 1942.

RECEIVED FROM F. R. Humpage and C. W. Chase, Jr.,
Executors of the Estate of Carl G. Fisher

----- FOUR HUNDRED FIFTY ----- DOLLARS

Payment on account, as sole beneficiary of the Estate of Carl G. Fisher.

Check dated August 13, 1942.

\$450.00

B & P No. R. 760 MADE IN U.S.A.

Margaret C. Fisher

CARL G. FISHER CORPORATION

MIAMI BEACH, FLORIDA

U. S. A.

April 7, 1942.

Mrs. Margaret C. Fisher,
5812 Alton Road,
Miami Beach, Florida.

Dear Margaret:-

I acknowledge receipt of Certificate No. 26, dated October 28, 1936, issued in the name of Rutherford Collier, Inc., for 25 shares of the common capital stock of Miami Beach Fishing Pier, Inc.


I have delivered this Certificate to the proper sources and have secured from them check No. 1302 of Miami Beach Fishing Pier, Inc., said check being dated December 31, 1941, made payable to Rutherford Collier, Inc., in the amount of \$214.50; and I am enclosing with this letter the above mentioned check.

I call your particular attention to the fact that this check is dated December 31, 1941, and in that connection I call your attention to the fact that on or about March 10, 1942, I advised Mr. Benjamin (formerly connected with the office of C. D. Milner, Accountant) that the Internal Revenue Agent had made a final determination of the tax liability of the Miami Beach Fishing Pier, Inc., - their report thereon being dated December 15, 1941. I mentioned this particularly to Mr. Benjamin so that, in the preparation of your personal and/or Rutherford Collier, Inc., Income Tax Returns for the year 1941, that any action required to be taken in the protection of your interests, would be taken, particularly as regards the matter of the declaration of this liquidating dividend prior to the close of the calendar year ending December 31, 1941. And, for your further protection, I have today addressed a communication to Edward G. Benjamin (of the office of C. D. Milner, Accountant), advising him of the payment to Rutherford Collier, Inc., of the liquidating dividend in the amount of \$214.50; and I am enclosing a copy of that letter for your information and records.

I again call your attention to the rather unusual circumstances connected with this transaction, for although notice of the final determination of the tax liability had been determined as of December 15, 1941, and notice to stockholders by the Liquidating Trustee was dated December 31, 1941, and the check itself, made payable to Rutherford Collier, Inc., in the amount of \$214.50, was dated December 31, 1941, this check did not actually come into your possession until today, April 7, 1942.

I believe that which I have heretofore written and said to you on this subject, together with that which I have said and written to Mr. C. D. Milner, deceased, and Mr. Edward G. Benjamin, in connection with your own and Rutherford Collier, Inc., tax matters, will clear up everything of which I have knowledge in connection with the filing of your and Rutherford Collier, Inc., Tax Returns, etc.

Sincerely,


F. R. Humpage.

FRH:AVM
Enclosures.

P.S. -- I am also enclosing herewith a copy of the Survey Sketch of Lot 1,

ESTATE OF CARL G. FISHER
927 West 41st Street,
P. O. Box 2491
Ocean View Station,
Miami Beach, Florida.

May 15, 1942.

Mrs. Margaret C. Fisher,
P. O. Box 23,
Maitland, Florida.

Dear Margaret:-

We have succeeded in getting a tax refund from the Bureau of Internal Revenue, in connection with the Estate of Carl G. Fisher. The total refund obtained amounts to \$307.67.

Inasmuch as originally there were three Executors, i.e., yourself, Chase, and myself, the Bureau of Internal Revenue have made out the tax refund checks in the names of Margaret C. Fisher, F. R. Humpage and C. W. Chase, Jr., Executors.

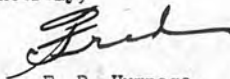
In order to obtain these checks, all three of us have to sign the enclosed Statements to the effect that the Estate isn't indebted to the United States Government on account of any Internal Revenue taxes which are now due and payable, etc.

So, if you will be good enough to sign each one of the enclosed Statements on the line provided for your signature, and return them to me at the earliest moment (using the enclosed self-addressed, stamped, envelope), I will send them on to the Collector of Internal Revenue Office at Jacksonville.

I sent these Statements to them originally with just two signatures, i.e., the signatures of Chase and myself, but on account of the checks having been made out to the three of us as Executors, they require that the Statements themselves be signed by all of us.

Kindest regards.

Sincerely,



F. R. Humpage.

FRH:AVM

Enclosures

Memo:

June 18th, 1948

Dear Fred:

Please notify whoever has charge of the things moved out of the Nautilus that I claim the large ship model as having been Mr. Fisher's personal property.

M. C.F.

Memo,

June 18th, 1942

Dear Fred:

When you find out about the sale of hotel linen - will you kindly advise me the price? As mentioned to you recently, I can use about four dozen each of pillow cases and sheets, possibly more. Do they have towels for sale too?

M.C.F.

MRS. CARL G. FISHER
MAITLAND, FLORIDA

June 18th, 1942

Dear Fred;

Would like to have you talk to Pete Chase about an adjustment of his fee as Executor of Mr. Fisher's Estate.

I feel that he is not entitled to more than Bob Tyndall for his services in this connection, possibly not so much, if we are to consider length of service in that capacity. Bob has served about fifteen years against three for Pete. Beyond signing a few papers, I do not know of any particular time or effort either of them used.

As stated to you before, I want to be entirely fair about the matter, but also want to be given the same consideration.

Sincerely,

Box 23.

Expect to come back to the Beach about July 3rd.

927 West 41st Street,
P. O. Box 2491,
Ocean View Station
Miami Beach, Florida.

August 27, 1942.

Mrs. Carl G. Fisher,
P. O. Box 136,
Maitland, Florida.

Dear Margaret:-

Referring to your letter of the 26th instant:

I know you were jesting when you suggested that I must have been considerably "worried" at not having heard from you in several days; and while perhaps it wouldn't be quite honest to say that I was "worried", nevertheless, I had thought about you and wondered if you received my letters of the 12th and 13th. In any event, I am glad to know that it wasn't because of illness or anything of that kind which prevented your writing.

Since I last wrote you, I have looked into the question of what effect the Bureau of Internal Revenue's attitude might have as regards the Fisher Estate, and also the funds which you had received in connection with the Trust Agreement account. I have also contacted Benjamin of Milner's office, to find out just how that office handled the funds which you did receive in connection with the Trust Agreement. Of course, not knowing just what your income and deductions were, or were reported by you in the filing of your income tax return, I am unable to determine in dollars and cents just how much will be involved - in other words, what additional assessments, if any, may be claimed by the Bureau of Internal Revenue.

Mr. Benjamin tells me that although Mr. Milner reported as having been received by you the dividends which were first transmitted to Tyndall as Trustee and by him turned over to you as Beneficiary under the terms of that Trust Agreement, he did not actually include them as income and, therefore, no tax was computed and/or paid by you in the year 1940 - or, in fact, any year, on the funds which you received from Tyndall in connection with the Trust Agreement.

Of course, I did not see "eye to eye" with Mr. Milner in this matter. In the first place, there was some question as to whether or not that should be reported at all, but I expressed the opinion (in which Mr. Milner finally acquiesced) that it should be recorded that you had reported the dividends as having been received, and claimed that they were not taxable as income. I believe the Income Tax Commissioner and/or the Bureau of Internal Revenue will take the position that that money received by you in connection with the Trust Agreement was income, and will assess it as such. However, if you had not reported the dividends as having been received, particularly in view of the fact that Tyndall, as Trustee, did not report them, the Bureau of Internal Revenue might and probably would have taken the position that you were trying to hide the receipt of same, and charge you or Tyndall with fraud - and that

August 27, 1942.

would mean an additional 50% on top of whatever, if anything, the assessment might be for the additional income. Inasmuch as it has been recorded (so I am informed by Mr. Benjamin) that the funds were received by you, the Government cannot properly take the position that you didn't report the receipt of the funds paid out by the Fisher Corporation as a dividend, to Tyndall as Trustee and subsequently coming into your possession as the Beneficiary under the terms of the Trust Agreement.

I have estimated what the additional assessment will be against the Estate of Carl G. Fisher, in the event the Government is able, in the final analysis, to sustain its position and claim that all dividends paid by the Fisher Corporation were 100% taxable, and, as near as I am able to determine, the principal amount of the additional assessment will be something like \$13,750.00, to which there will of course be added interest at the rate of 6% per annum from the date when the tax should have been paid.

That, of course, means that the Executors will not be permitted by the Court to pay out any additional funds to you as Beneficiary, until such time as we are in a position to determine whether or not the Government's position is to be sustained, and if so, what the additional tax and interest will amount to. In other words, until this thing is settled, we cannot finally close the affairs of the Estate.

As I mentioned in my previous letter, the Fisher Corporation will, of course, protest the Government's position, insofar as it concerns the taxability of the reorganization of the Fisher Company and its effect upon the Carl G. Fisher Corporation, etc.; and, of course, the Executors of the Estate will, if, as and when they are notified that an additional assessment has been made against the Estate on account of dividends paid in to the Estate, protest the findings and will endeavor to work it out in such a manner that the bulk of the expense connected with the protest will be assumed by the Fisher Corporation - on the theory that if the Government's claim against the Fisher Corporation is not sustained, that, simultaneously, the Government's claim against the recipients of dividends will automatically be eliminated.

Of course, one never knows just what may develop as we progress in a matter of this kind. The Government may switch its position and make further and other claims entirely different, and may or may not substitute other claims for their present claims, or add other claims to that which they now claim. We, of course, will have to have conferences with the Local Miami Office of the Internal Revenue Department; subsequently, with representatives of the Jacksonville Office; after that with the Technical Staff, whose headquarters are in Atlanta but who make periodic visits to Jacksonville; and, finally, if we are not able to arrive at a satisfactory understanding and agreement with any of those Branches of the Bureau of Internal Revenue, then we will have to try our case before the Board of Tax Appeals.

I know this all sounds very depressing, but there is nothing that we could, or should, have done any differently than what has been done. The only criticism that anybody could properly make would be that the Executors paid over too much money to you in the interim, and that they should not have paid out any cash to you until the Estate was finally closed. However, we will just have

August 27, 1942.

to meet that situation as it develops, and won't borrow any trouble.

You asked if I thought the Estate could take care of the September payment of approximately \$450.00 for the Rutherford Collier account. As it now stands, I am sure that the Executors wouldn't be justified in advancing any more funds to you as Beneficiary - at least, not until all present and future bills in connection with the Estate have been paid.

Did you write Uncle Vic about the renewal of the loan, in connection with which he holds Miami Beach First National Bank stock as collateral; and if so, has he expressed a willingness to extend the loan?

I was very glad to learn that sales and leases seem to be "perking up" in your section of the country. I guess the conditions in that respect are very much the same there as here - there are several lookers but very few sales. However, I do hope that you will be able to close a sale there, and if not there, that you will be able to sell one of your houses here, because you certainly should get yourself in a more liquid position than you now are. Having so many pieces of property on which taxes and other expenses accrue and have to be paid, it takes all your income from other sources to keep the property clear. In other words, it is a pretty heavy burden for you to carry.


Today there was a Miss Marion Butler, of 1616 Alton Road, Miami Beach, telephoned and talked with Mr. Barrie; said she had a client who was interested in the house at 5013 Delaware Avenue and wanted to know if she could have the keys and show this house. Of course, Mr. Barrie told her that she could have the keys. She asked for the price, and Mr. Barrie gave her the price which you left here; but I think it might be a very good idea for you to write to her, for, under the circumstances, you might wish to revise your price downward in order to effect a sale of some one of these properties. In any event, it is far better for you to do the negotiating with her than for us to attempt to do so here.

Also, we had an inquiry from Mr. Joe Cohen, of the real estate office of J. H. Miller & Co., located at 2465 Collins Avenue, who also wanted to know about the property at 5013 Delaware. He talked with Mrs. Marks, who gave him your address at Maitland; and he said he would write to you. In the event he has not written, it may be that you would like to write to him; and for that reason I have given you Cohen's and/or Miller's address, namely, 2465 Collins Avenue, Miami Beach.

Will keep you informed as to what's happening. Sorry that Uncle Sam's collection department has kicked over the traces and caused us all this trouble, but it just cannot be helped.

Kindest regards and best wishes.

Sincerely,


F. R. Humpage.

THE MIAMI BEACH FIRST NATIONAL BANK

MIAMI BEACH,
DEPOSITED TO THE CREDIT OF

Margaret G. Fisher

ADDRESS _____

MIAMI BEACH, FLORIDA

9/3

19*42*

In receiving items for deposit or collection, this Bank acts only as depositor's collecting agent and assumes no responsibility beyond the exercise of due care. All items are credited subject to final payment in cash or solvent credits. This Bank will not be liable for default or negligence of its duly selected correspondents nor for losses in transit, and each correspondent so selected shall not be liable except for its own negligence. This Bank or its correspondents may send items, directly or indirectly, to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash; it may charge back any item at any time before final payment, whether returned or not, also any item drawn on this Bank not good at close of business on day deposited.

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

WILLIAM MAAS PRIZER BY GAS.

DOLLARS

CENTS

BILLS

COIN

CHECKS (LIST SEPARATELY)

BANK No.

MAKER

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12	<i>Div from Trust Fund P.H.J.</i>	
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TOTAL \$ *64200*



COMPLETE TRUST SERVICE
SAFE DEPOSIT AND STORAGE VAULT
QUICK DEPOSITORY SAFE IN OUR LOBBY
NIGHT DEPOSITORY

927 West 41st Street,
P. O. Box 2491,
Ocean View Station,
Miami Beach, Florida.

Oct. 16, 1942.

Mrs. Carl G. Fisher,
P. O. Box 136,
Maitland, Florida.

Dear Margaret:-

Just received your letter of the 15th, advising that you are not going to make your anticipated trip to Miami Beach, etc..

As I previously wrote you, I arranged with Lee to take care of everything at the house, i. e., removing and replacing of the shutters; and he informed me yesterday that he left everything in first class condition - that is, as he found it.

I note that Garrett received his notice to report for physical examination last week. I hope he will be able to stay with you long enough so that you can get your place theré fixed, to the extent of not being so dependent on him, or anyone else, to take care of the most laborious matters. It would be an ideal arrangement if it could be worked out so that he could stay there and take care of the few things which may be required to be done, so that you could come down here and get your Miami Beach places in order, and also contact and pep up the local real estate brokers, to the point of giving more than normal attention to effecting a lease and/or sale of your properties here.

Appreciate your interest as regards my health, etc. Glad to say that I am feeling somewhat better, but not very frisky. However, I am continuing to take things comparatively easy, although I do transact considerable business here at the apartment.

Inasmuch as you are not going to come down, I am arranging for the Flamingo Truck Lines to pick up the shipment of linens and, as stated, will prepay the transportation charges and bill you for whatever the amount may be. In this way I can arrange to secure a reduction from \$1.33 to 93¢ per cwt.

I haven't received any reply to the letter which I wrote to Mr. McGuire of the Hendy Iron Works. Nor is there anything new as regards the Army's intentions as to taking over the King Cole or doing any of the other things that it has been rumored that they intend doing, namely, doubling the number of men to be trained in this area.

Since starting to dictate this letter I have talked with you regarding my interviews with Messrs. Woodward, Chase and others regarding the desirability of your selling the 51st Terrace property for \$9500.00 cash - you to pay Woodward the regular 5% commission. As I advised you, I think that under the circumstances and prevailing conditions, it would be advantageous for you to dispose of this property. I took a hand in the negotiations, in an effort to secure a higher price, and stated that I would try to get you to accept an offer of \$10,000 - you to pay the commission. That offer was very flatly and finally refused. I then offered to suggest to you a compromise of \$9750.00; and that

Oct. 16, 1942.

was also turned down. Being satisfied that the prospective purchaser really meant what he said, and having personally looked over the property this morning, I came to the conclusion, as I advised you in our phone conversation, that the offer of \$9500.00 - you to pay the commission of 5%, or \$475.00, to the broker - was, all things considered, a fair deal for you to make; and, acting upon your authority so to do, I advised Woodward that you would accept \$9500.00 cash and that it was immaterial as to whether or not the buyer assumed the mortgage, provided in so doing you were relieved of any and all responsibility or obligation in connection with said mortgage.

Furthermore, I suggested another method of accomplishing the desired result, without making use of the services of the Miami Beach First National Bank as Escrow Agent. In fact, I suggested that the whole transaction be handled through the Chase Federal, and I am now inclined to believe that there will be no additional expense accrue to you, for, happily, Catchings Therrel, who is the Attorney for the Chase Federal is also the buyer's Attorney. Of course, the cost of documentary stamps (in connection with the stamping and recording of the Satisfaction of Mortgage), and perhaps some other small items of like kind, you may have to pay.

I have also suggested to Mr. Woodward and his client that before mailing to you the Contract of Purchase, that they submit same to me, for me to look over and approve, and that I will then immediately mail same to you. I am hoping that this will be submitted some time this afternoon, so that it can be mailed to you tonight. For that reason, at the moment I am going to leave this open, for such further comments, etc., as may be required; but I do want to say at this point that I sincerely hope that those "flare-ups" of arthritis, which have been troubling you, will become less frequent; and I would also like to suggest that even though you are "afraid to see a doctor regarding your blood pressure", I certainly wouldn't put that off. Inasmuch as you have mentioned that you are not getting very much mental as well as physical rest, I think it would be well worth your while to take time out and see your doctor, and do what he says. Certainly, I would try not to worry about conditions, because, after all, there is nothing that you or any of us can do about it. The sale of the house, even though you are selling it at a lower price than you anticipated, should help reduce to some extent at least your mental unrest.

Your retiring time seems all right. However, the getting up time is pretty early for a person with high blood pressure.

I haven't had a chance yet to talk over your income tax matter with Benjamin, but hope to do something about it this afternoon or tomorrow. If not, I will make a special effort to have a conference with him on Monday.

I think your idea of contact/^{ing} Ernest L'Ecluse and letting him handle your Port Washington property is best, although I have felt for some time that Ernest has rather lost his pep and isn't as good as some other person might be; but at least we know that he is honest and that he will do the best he can for you. I am wondering if a small classified ad in the local papers there might not perhaps scare up a buyer. I wouldn't spend too much money on it by running a big advertisement, but it might help.

Note that you have not heard from Mr. Bennett regarding the purchase of the DeForrest house. If you don't hear immediately, why wouldn't it be a good idea to write him another letter, on the assumption that your first letter might have gone astray.

Mrs. Carl G. Fisher -- 3.

Oct. 16, 1942.

Later

I have received from Mr. Woodward a copy of a letter addressed to him by Catchings Therrel, of Copeland & Therrel, acknowledging receipt of a check signed by B. W. Lamson, in the amount of \$950.00; said check representing a deposit on the purchase price of Lot 1, Block 22, Lake View Subdivision, at the price of \$9500.00.

The \$950.00 check will be cashed and the proceeds held by Copeland & Therrel as a deposit in escrow, pending the closing of the transaction.

I am also enclosing the original, duplicate and triplicate copies of a Deposit Receipt, dated today, outlining the conditions, terms of sale, etc. You will note that altogether there is to be paid to you \$3,694.73 in cash, which, with the balance now unpaid on the \$6,000.00 mortgage given by you to the Chase Federal Savings & Loan Association, amounts to \$5,805.27. These two amounts added together make a total of \$9500.00.


Taxes, insurance and interest are to be pro-rated as of the date of closing. The date of closing is now set as of October the 26th - that being the date on which the next interest and principal payment is required to be made by you on that mortgage.

So far as I can see, everything in connection with this Deposit Receipt is proper and in order, with one exception, namely, that the address of the property is set forth as 650 West 51st Street, whereas, it should be 650 West 51st Terrace. This can and will be corrected when you return these Deposit Receipts, and I suggest that perhaps it might be well for you to return these Receipts to me, so that I may in turn deliver them to Mr. Woodward.

Please be sure to sign all three copies and have them witnessed (two witnesses) at both places on each copy which I have designated by an "X".

Kindest regards,

Sincerely,


F. R. Humpage.

FRH:AVM
Enclosures

Maitland, Tues. Oct. 20th, 1942

Dear Fred:

I'm about snowed under this morning - determined to get this house ready to show by the end of the week; but, I'm certainly going to have to do some "stepping"!

First, I'm very glad that we are about to close ONE SALE!!! As you say, it relieves my expenditures to the extent of at least twelve to fifteen hundred dollars for the coming year, plus all future payments on that property. Now, if we can sell one or two more places, think my blood pressure will go down without much assistance or advice from doctors.

Garrett had another notice, this time of classification, in which he is placed in A-1so, I'm afraid he is not going to be here much longer.

I am trying to find out Mr. Bennett's address in New Jersey - believe it likely he did not receive my letter regarding DeForrest. Think I told you I did not reply to Mr. Andrade's last letter to me, as yet.

Had a letter from Uncle Vic yesterday, saying that the bank wanted something definite about the note, for which I am glad; I expect he may have heard of the house sale. Don't know, but would not be surprised if he asks for an increase in interest rate if he agrees to an extension of the note without reducing the amount.

I believe there was left in the garage at 650 W. 51st Terrace, a home-made sprinkling outfit, also some garden hose. The outfit belongs to Garrett and I would like to have them know it does not belong to the house. Have notified Suto to take that property off my maintenance list.

If I DO GET THIS PLACE ready to show this week end; am planning to be at the Beach by the middle of next week. However, believe I have a very good chance for a lease here and want to contact new brokers and have them see the place before leaving.

Thanks for going into the sale matter for me; certainly hope it did not tire you too much and that you will not get a set back by leaving the apartment, to take care of this matter.

I'm having the paper (Contract of Purchase) prepared and forwarded to you this morning.

Sincerely,

Received a receipt from Mr. O'Connell for the \$100.00 - but no memorandum with it; want to talk with you when I come down about where best to use money received from sale of property at 650. W. 51st Terr. Have two or three thoughts about it, want to see if you agree. One idea being, that possibly we should not increase tax payments on the Rutherford Collier' Inc. account too much until we find out whether or not I am to have other assessments, on different accounts. Then, will have to also wait and see what Uncle Vic has to say.

CARL G. FISHER CORPORATION
MIAMI BEACH, FLORIDA
U. S. A.

December 22, 1942.

To the Stockholders,
Carl G. Fisher Corporation:

At a meeting of the Board of Directors, held on December 14, 1942, there was declared a distribution of \$1.50 per share, payable December 22, 1942, on the outstanding capital stock of this Corporation to stockholders of record December 19, 1942. Therefore, we are pleased to enclose herewith a check representing the amount which you are entitled to receive on the number of shares registered in your name as of December 19, 1942.

There is also enclosed herewith a Financial Statement, i. e., Balance Sheet, together with Profit and Loss Statement, showing the results of operation of this Corporation for the fiscal year beginning as of September 1, 1941, and ended August 31, 1942.

On August 28, 1942, there was a cash distribution to the stockholders of \$1.50 per share, and our Auditors, having completed the annual audit, now advise us that the August 28, 1942, distribution should be treated as a liquidating dividend, but that the enclosed distribution should, for the present and pending the close of our present fiscal year ending August 31, 1943, be considered as a distribution from earnings (taxable dividend) - all of which is, of course, subject to final audit by the Bureau of Internal Revenue.

Although the bookings and reservations at the Flamingo Hotel at the beginning of the 1941-1942 winter season indicated a most satisfactory operating season, the December 7, 1941, attack on Pearl Harbor caused a cancellation of the majority of the immediate and prospective business; consequently, we, together with all other seasonally operated hotel properties in this area, were seriously affected; nevertheless, we were able to end the season with a profit from hotel operations, before taxes and depreciation, as shown by the enclosed Financial Statement.

At the request of the United States Army Air Forces, we agreed to lease the facilities of the Flamingo Hotel for the duration; therefore, these properties are completely and unreservedly in the service of our country.

The ideal location of the Flamingo Hotel properties, consisting of approximately 13-1/2 acres, located on Biscayne Bay, and with its modern and extensive facilities, made its selection not only logical but most desirable, and it was among the very first to be selected to aid in the development and expansion of that branch of the service. They having determined that no days of training need be lost, due to cold or inclement

December 22, 1942.

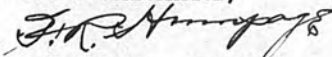
weather, and the facilities made available for immediate occupancy also has eliminated delays and otherwise costly construction for housing and taking care of the officers and men of the Officers Training and Officers Candidate Schools, all of whom represent some of the finest in the country.

If you could see these men in training you would be not only most favorably impressed but reassured to note, as they are graduated, their excellent physical condition and their apparent determination to do their very best to prepare themselves to help bring the war to an early and satisfactory conclusion.

The charm of Miami Beach will, in normal times, bring many of them back to us, either as guests or citizens; and although the operation and services of the Flamingo Hotel properties are temporarily suspended, we assure you that at the earliest possible, the Flamingo will, as always, be operated as heretofore and thus continue to maintain its prestige and position of many years' leadership as one of America's foremost resort hotels.

Respectfully yours,

CARL G. FISHER CORPORATION,


F. R. Humpage, President.

FRH:AVM
Enclosures

927 West 41st Street,
P. O. Box 2491,
Ocean View Station,
Miami Beach, Florida.

Dec. 28, 1942.

Mrs. Margaret C. Fisher,
P. O. Box 136,
Maitland, Florida.

Dear Margaret:-

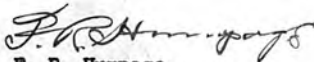
Sorry to have missed seeing you the other day when you were here, for I wanted to tell you that the Board of Directors of the Carl G. Fisher Corporation were considering the declaration of a \$1.50 per share dividend. Since then the Board has declared such a dividend, payable as of December 22nd.

I am, therefore, sending to Robert H. Tyndall, Trustee, a dividend check in the amount of \$642.00, with the request that he endorse same and immediately return it to me, so that I may make a record of same and also notify Benjamin to make a notation on this calendar year's income tax return to the effect that this amount has been passed on to you by Tyndall, as Trustee under the Trust Agreement. Even though Milner and subsequently Benjamin have not included these payments made to you as taxable income; nevertheless, in order to protect your interests and prevent the Bureau of Internal Revenue stating that you had not divulged the receipt of same, thus making you subject to a penalty for not so doing, it is best to make a note of the receipt of same in the filing of your income tax return.

You will also be interested to learn that the dividend accruing to the Estate of Carl G. Fisher, payable at this time, amounts to \$2525.25 - which is being deposited today to the credit of the Estate of Carl G. Fisher.

I hope that you will have a very pleasant and altogether most delightful Christmas, and that the New Year may bring to you a full measure of health, happiness and contentment.

Sincerely,


F. R. Humpage.

FRH:AVM

c.c. to 5812 Alton Road, Miami Beach.

P. S.— As soon as received from Tyndall, will forward to you the dividend check for \$642.00.

F.R.H.

927 West 41st Street,
P. O. Box 2491,
Ocean View Station
Miami Beach, Florida.

Dec. 31, 1942.

Mrs. Carl G. Fisher,
P. O. Box 136,
Maitland, Florida.

Dear Margaret:-

In this morning's mail I received from Bob Tyndall the dividend check issued by the Carl G. Fisher Corporation to Robert H. Tyndall, Trustee, in the amount of \$642.00.

Tyndall has endorsed this check over to you, and I am today depositing same to your credit in the Miami Beach First National Bank, and I am enclosing herewith duplicate deposit ticket stamped by the Bank, showing that this amount has been deposited to the credit of your account with that Bank.

Sincerely,

F. R. Humpage
F. R. Humpage.

FRH:AVM
Enclosure

P.S.-- I am sending a duplicate copy of this letter to your Miami Beach address, i.e., 5812 Alton Road. With that copy I am enclosing a copy of the letter which was sent to all stockholders at the time of mailing their dividend checks, together with the printed Financial Statement of the Carl G. Fisher Corporation for the fiscal year ended August 31, 1942.

FRH

Jan. 6, 1943.

Mr. Edward G. Benjamin,
Miami Beach First National Bank Building,
Miami Beach, Florida.

In Re: Mrs. Margaret C. Fisher.

Dear Mr. Benjamin:-

Referring to your letter of January 4th, to which was attached a list indicating the dates and amounts of dividend payments made by the Fisher Corporation to Robert H. Tyndall as Trustee; which payments in their entirety were subsequently passed on by Tyndall, Trustee, to Margaret C. Fisher:

You particularly refer to the payment of the dividend on December 23, 1941, to Tyndall, Trustee, in the amount of \$1284.00, and I note you lack information as to whether this amount was from earnings or otherwise.

The final determination as to the taxability, or otherwise, of that dividend payment will be decided at the same time that the August 10th and December 21st, 1940, dividends have been adjudicated. However, in order not to confuse the issue, we reported on Forms 1096 and 1099 to the Commissioner of Internal Revenue, Returns Distribution Section, that that particular dividend was paid out of earnings and therefore should be treated as a taxable dividend.

When, as, and if we are successful in securing a favorable decision in our claim that our determination that the major portion of the dividends paid by the Fisher Corporation on August 10th and December 21st, 1940, were correctly reported by us, and that the December 23, 1941, dividend was in part, if not in whole, a liquidating or non-taxable dividend, we will advise you; at which time it will then be in order (in case we are successful) to claim a refund for any taxes which may have been paid by any of the stockholders of the Carl G. Fisher Corporation on dividends which were not subject to taxation.

If I have not made the situation entirely clear to you, if you will be good enough to let me know what additional information you desire or require, I will be pleased to assist you.

Yours very truly,

FRH:AVM

F. R. Humpage.

927 West 41st Street,
P. O. Box 2491,
Ocean View Station
Miami Beach, Florida.

Jan. 7, 1943.

Mrs. Margaret O. Fisher,
5812 Alton Road,
Miami Beach, Florida.

Dear Margaret:-

Referring to our telephone conversation of this morning, in reference to Edward G. Benjamin's request that you confer with him regarding your income tax returns filed for the years 1940-41, I am enclosing herewith copy of my letter of yesterday, addressed to Mr. Benjamin, regarding dividend payments made by the Fisher Corporation to Robert H. Tyndall as Trustee; which payments in their entirety were passed on by Tyndall, Trustee, to you.

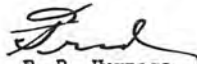
I am sending this to you so that you may be fully informed in connection with my suggestion as to the treatment by Benjamin of those dividends paid by the Fisher Corporation to Tyndall, Trustee.

It is my understanding that Mr. Milner did not during his lifetime, nor has Benjamin, as his successor, subsequently included as income in the filing of your income tax returns, those payments of dividends made by the Fisher Corporation to Tyndall, Trustee, and which dividends were subsequently passed on to you. I further understand that an Examiner for the Bureau of Internal Revenue has raised the question as to the taxability of those dividends which were paid to Tyndall, Trustee, which ultimately came into your possession; and I presume that, as usual, the Government will make an all-out attempt to collect a tax on those dividend payments, regardless of whether or not those dividends have been treated by the Fisher Corporation as partly liquidating, or paid out of earnings.

As I have previously advised you, the Fisher Corporation has taken exception to (and will, if necessary, carry the matter to the Board of Tax Appeals) the Government's contention that those dividends which we have treated as liquidating dividends, are as claimed by the Fisher Corporation and therefore not taxable to the recipient.

It may take a year or more before we get this matter finally adjudicated; nevertheless, we are quite positive in our belief that a portion of all dividends, (which I have referred to particularly in my letter to Benjamin, namely, the August 10th and December 21st, 1940, and the December 23, 1941, dividends) were in part, if not in whole, a liquidating or non-taxable dividend.

Sincerely,


F. R. Humpage.

FRH:AVM
Enclosure

Jan. 22, 1942.

Mr. C. D. Milner,
1221 Lincoln Road,
Miami Beach, Florida.

Dear Mr. Milner:-

Thank you very much for your letter of January 21st, replying to mine of the 19th instant, re: dividend payments made by the Carl G. Fisher Corporation to Robert H. Tyndall, Trustee, etc.

I appreciate very much your advising that the payments made in the year 1940, in the amount of \$12,840.00, were reported by you in the individual Income Tax Return of Margaret G. Fisher. I also note that you will make note of the dividend payment on December 25, 1941, in the amount of \$1284.00, and will advise the Bureau of Internal Revenue of this payment.

Again reviewing the matter of dividends paid to Tyndall as Trustee, I note that at no time have I made mention of the first dividend which was paid to Tyndall as Trustee - that was on August 25, 1939, in the amount of \$2140.00.

You will perhaps recall that Mr. Fisher passed away on July 15, 1939. Of course, but a short time had elapsed between Mr. Fisher's passing and the declaration and payment of the first Fisher Corporation dividend, and I assume that Mrs. Fisher didn't mention the receipt of that dividend, either as a taxable or non-taxable transaction. I am mentioning this to you now because the question may be raised and in the event her 1939 Income Tax Return has not been examined, you may wish to either file an Amended Return, or at least put the Internal Revenue Department on notice as to the receipt of the \$2140.00 above referred to.

If there is any further information, or anything I can do to assist you in this matter, I shall, of course, be only too glad to help.

Kindest regards to your good self.

Cordially yours,

FRH:AVH

F. R. Huspage.

IN THE COUNTY JUDGE'S COURT IN AND
FOR DADE COUNTY, FLORIDA

IN PROBATE

NO. 10686

IN RE ESTATE OF
CARL G. FISHER,
DECEASED.

PETITION FOR EXECUTORS' COMPENSATION

The petition of F. R. Humpage and C. W. Chase, Jr., as executors of the last will and testament of Carl G. Fisher, deceased, respectfully shows: That they are the duly appointed, qualified and acting executors of the last will and testament of said decedent having been appointed as such executors by order of said Court dated July 20, 1939; and that the gross value of the principal of said estate accounted for by them amounts to a sum in excess of \$100,000.00 as determined by the Bureau of Internal Revenue on or about February 20, 1942, namely the sum of \$154,270.42 and that in addition to the said \$154,270.42 principal of said estate accounted for the said executors have received from said principal, dividends, income and profits aggregating the sum of \$78,004.09 which they have duly accounted for, making the total amount of said estate which they have administered and accounted for to the date hereof \$232,274.51;

That said executors, as commission for their ordinary services rendered the said estate, are entitled to compensation in the following amounts: F. R. Humpage for ordinary services \$4,765.49; C. W. Chase, Jr. for ordinary services \$4,765.49; but that said executors claim as commission for their ordinary services rendered and to be rendered said estate only the following amounts: F. R. Humpage \$2,000.00 and C. W. Chase, Jr. \$2,000.00; the said executors hereby renouncing any further claims for commissions or compensation for their ordinary services rendered or to be rendered said estate.

That in addition to the aforesaid commission the said F. R. Humpage petitions said Court for further compensation as said executor in the amount of \$2,000.00 (provided always that the Court deems the same just and reasonable)

for extraordinary services rendered by him to said estate which said extraordinary services were among other things as follows: The adjustment and payment of an income tax deficiency claimed by the United States as existing against the said Carl G. Fisher before his death; the adjustment and payment of extensive and complicated United States and Florida estate or inheritance taxes assessed against said estate; the settlement for \$12,500.00 of the claim filed herein of James Whitcomb Riley Memorial Association for \$50,000.00 and interest and before said settlement the defense of said claim in the action entitled James Whitcomb Riley Memorial Association, plaintiff versus F. R. Humpage and C. W. Chase, Jr., as executors under the last will and testament of Carl G. Fisher, deceased, in the United States District Court for the Southern District of Florida, Civil Action No. 219-M;

That all Federal and Florida estate or inheritance taxes assessed against said estate have been paid; that the final formal closing of said estate and final distribution has been held in abeyance pending the settlement with the Bureau of Internal Revenue of its claim for income tax in an amount not exceeding \$15,756.64 and interest at 6% from March 15, 1941, which said claim the said executors are contesting; and that after the payment of the executors' compensation hereby requested the executors will have in their custody and control assets greatly in excess of the amount of the government's claim. That with the exception of said income tax claim the said executors are informed, believe and therefore allege that nothing further remains to be done with respect to said estate other than final distribution. Said executors for their said services have received no commission or compensation to the date hereof;

Margaret C. Fisher is the sole beneficiary under the last will and testament of said decedent and joins herein for the purpose of signifying her approval and consent hereto.

WHEREFORE your petitioners pray:

That an order be entered herein allowing the said executors for their ordinary services rendered and to be rendered said estate payments as follows: to the said F. R. Humpage the sum of \$2,000.00 and to the

said C. W. Chase, Jr. the sum of \$2,000.00;

That an order be entered herein allowing the said F. R. Humpage payment in the sum of \$2,000.00 for extraordinary services rendered by him to said estate, provided always that the Court deems the same just and reasonable.

Dated this ___ day of February, 1944.

STATE OF FLORIDA }
Dade County }

F. R. Humpage having been first duly sworn says that he is one of the petitioners named in the foregoing petition; that he has read the same and that the same is true excepting as to the matters therein stated to be on information and belief and said matters he believes to be true.

Subscribed and sworn to before me this ___ day of February, 1944.

Notary Public State of Florida at
Large. My commission expires:

STATE OF FLORIDA }
Dade County }

C. W. Chase, Jr. having been first duly sworn says that he is one of the petitioners named in the foregoing petition; that he has read the same and that the same is true excepting as to the matters therein stated to be on information and belief and said matters he believes to be true.

Notary Public State of Florida at
Large. My commission expires:

STATE OF FLORIDA }
Dade County }

Margaret C. Fisher having been first duly sworn says that she is the "Margaret C. Fisher" named in and who signed the foregoing petition for executors' compensation and that she duly executed said petition freely and voluntarily for the purposes therein expressed.

Subscribed and sworn to before me this ____ day of February, 1944.

Notary Public State of Florida at
Large. My commission expires:

Miami Beach, Florida.
February 9, 1944.

Mr. Edward G. Benjamin
Miami Beach First National Bank Bldg.,
Miami Beach, Florida.

In re: Mrs. Margaret G. Fisher.

Dear Mr. Benjamin:

As has been my custom when and as a dividend or dividends are paid by the Carl G. Fisher Corporation now wish to advise you that the Carl G. Fisher Corporation paid a dividend on January 31st 1944, and issued a dividend check to Robert H. Tyndall as Trustee, which dividend amounting to \$2140.00 was passed on by Tyndall, Trustee to Margaret G. Fisher, beneficiary under the pre-nuptial trust agreement dated May 14, 1927, said agreement being issued by Carl G. Fisher, Margaret E. Collier and Hugh W. Davis, Trustee. (Davis subsequently resigned as Trustee and Robert H. Tyndall was appointed Trustee in place of Davis.)

Inasmuch as Mrs. Fisher is now in receipt of the funds made available in the transaction as above referred to, I now call your attention to the fact so that you may, as I believe it has been the custom of your predecessors, G. D. Milner and yourself, to report in filing of Mrs. Fisher's federal Income Tax Return as income to Mrs. Fisher. Inasmuch as this particular dividend was paid out of earnings, it should properly be considered in its entirety as income to Mrs. Fisher.

I would appreciate you acknowledging receipt of this letter so that I may know that it safely reached you, and that you have made a proper record of same.

Yours very truly,

F. R. Humpage

FRH:z

June 3d 1944.

Mrs. Carl G. Fisher
491 N.E. 56th Street
Miami, Florida.

Dear Margaret:

I have been trying for several days to reach you by telephone. We were unable to secure any response to our calls made at 7-0723, as I recall that you advised me that you were now living at Sunset Lake, or at least that is what I understood you to say. We endeavored to secure your telephone number of your residence at Sunset Island, but the Telephone Company advised that they have no record of you having a telephone at that location.

So in lieu of being able to locate you by telephone I am addressing the original copy of this letter to the only address that I know of here in Miami area, and am also mailing a copy to Maitland.

The important information which I wish to impart is that the Fisher Corporation has declared a dividend, and, of course, as usual the check was drawn to the order of Robert H. Tyndall, Trustee, in the amount of \$2568.00. This check I forwarded to Bob Tyndall with the request that he immediately endorse it and make same payable to you and return to me. Promptly upon its arrival here I will deposit same to the credit of your account at the Miami Beach First National Bank. I will advise you as of the date on which that deposit is made. Meantime, when you receive this letter it would be well if you will let me know just what your mailing address and/or where I could reach you by telephone during the next week or ten days, that is, as soon as I receive the check from Tyndall.

Although we have not as yet made any real progress, that is to the point of arriving at a definite determination as to what the U.S. Government's attitude is to be an/or what action they propose to take in connection with the establishment of their claim for a deficiency in tax paid by the Estate an/or Carl G. Fisher Corporation and other large stockholders of the Fisher Corporation, we did receive information from the Internal Revenue Agent at Jacksonville to the effect that they expected to arrive at a decision sometime this present month, possibly within the next two weeks. Just as soon as anything develops in that connection, I will advise you. Of course, it will be necessary for me to know just where any letters can be mailed to you so that you will receive them promptly when mailed and/or where I can reach you by telephone for the balance of this month.

Hope that everything is going nicely with you and everything is working out to your entire satisfaction, and that you are and will keep well. Kindest regards.

FRH:n

Sincerely yours,



F. R. Humpage.

P.S. Enclosed herewith a letter which came in today addressed to you at 927 W. 41st Street.

DEPOSITED WITH

The Miami Beach First National Bank

Miami Beach, Florida

FOR THE CREDIT OF

Margaret C. Fisher

Address _____

June 10

194 *4*

In receiving items for deposit or collection, this bank acts only as depositor's collecting agent and assumes no responsibility beyond the exercise of due care. All items are credited subject to final payment in cash or solvent credits. This bank will not be liable for default or negligence of its duly selected correspondents nor for losses in transit, and each correspondent so selected shall not be liable except for its own negligence. This bank or its correspondents may send items, directly or indirectly, to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash; it may charge back any item at any time before final payment, whether returned or not, also any item drawn on this bank not good at close of business on day deposited.

CURRENCY	DOLLARS		CENTS
	SILVER		

PLEASE LIST EACH CHECK SEPARATELY

	BANK NO.	MAKER		
1	<i>63-360</i>	<i>Carl H Fisher Corp</i>		
2		<i>Dividend #8%</i>	<i>2568</i>	<i>00</i>
3				
4				
5				
6				



Total \$ *2,568 00*

DUPLICATE DEPOSIT TICKET
Return With Book for Entry
The Miami Beach First National Bank

By _____
Checks and drafts (except on us) credited subject to final payment.

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

CARL G. FISHER CORPORATION
MIAMI BEACH 40, FLORIDA
U. S. A.

June 10th 1944.

Mrs. Margaret C. Fisher
c/o Richard White, Druggist
Montauk, L. I., N. Y.

Dear Margaret:

Referring to our recent conversation over the telephone at which time I advised you of the declaration of a dividend by the Carl G. Fisher Corporation, and in connection therewith the issuing of a dividend check in the amount of \$2568.00, made payable to the order of Robert H. Tyndall, Trustee, which check was promptly mailed to Tyndall with the request that he indorse same to you and after so doing, return same to me, etc.,

This is to let you know that the check properly indorsed by Tyndall has been received by me, and I have deposited same to the credit of your account in the Miami Beach First National Bank, and I am enclosing herewith duplicate deposit ticket, evidence of the funds having been deposited to your credit.

I am also enclosing herewith copy of my letter of even date addressed to Benjamin, as heretofore has been my custom when funds have been obtained from a similar source, advising him of the receipt and depositing of the funds to your credit. I believe that in the doing of this I have, to the best of my ability, protected your and Bob Tyndall's interests. The balance of the things required to be done for the protection of your mutual interests must, of course, be taken care of by you and/or Benjamin.

I trust that you found conditions at Maitland entirely satisfactory to your liking, and that you were able to secure satisfactory accommodations North, and that you have a very pleasant summer at Montauk.

It is my present intention to leave for the North sometime between the 1st and 15th of July, probably will go right through to North Wilbraham, and later make a trip to New York and Montauk. Just in the event you may not have a record of my northern address, it is as follows:

Pagemoor
North Wilbraham, Mass.

Tel. 161 - Ring 13

In the event that you have occasion to send me a telegram, if you will include the telephone number as a part of the address it will expedite its

OLD DEERFIELD BOND
FAL CONTENT
MADE IN U.S.A.
Mrs. Margaret C. Fisher

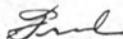
-2-

6/10/44

delivery, because such telegrams go through the office at Springfield, Mass. and I have arranged for them to telephone all telegrams received instead of mailing them. This method costs the sender of the telegrams 10% more to cover the cost of telephoning, but it does expedite delivery, because they are telephoned immediately when received.

Best wishes.

Sincerely,



F. R. Humpage

FRH:n
Enclosures - 2

June 10th 1944.

Mr. Edward G. Benjamin
Miami Beach First National Bank Bldg.,
Miami Beach, Florida.

In re: Mrs. Margaret C. Fisher.

Dear Mr. Benjamin:

Following my custom of advising you when and as a dividend or dividends are paid by the Carl G. Fisher Corporation, which dividends in any way affect the interests of Mrs. Margaret C. Fisher, I take this opportunity to advise you that the Carl G. Fisher Corporation paid a dividend on May 31st 1944 in the amount of \$6.00 per share, and issued a dividend check to Robert H. Tyndall, Trustee, which dividend amounted to \$2568.00, and passed on by Tyndall, Trustee, to Margaret C. Fisher, beneficiary under the pre-nuptial trust agreement entered into May 14th 1927, said agreement being executed by Carl G. Fisher, Margaret E. Collier and Hugh W. Davis (Trustee), Davis subsequently resigned as Trustee, and Robert H. Tyndall appointed successor Trustee.

Inasmuch as Robert H. Tyndall as Trustee has indorsed over and made payable to Margaret C. Fisher the dividend check in the amount of \$2568.00 hereinabove referred to, and said check as of this day has been deposited to the credit of Margaret C. Fisher in the Miami Beach First National Bank, Mrs. Fisher is now in receipt of the funds made available in the transaction above referred to.

The writer is again reminded by Robert H. Tyndall, Trustee, that he has not heretofore, and is not now reporting for Federal Income Tax purposes the receipt of these dividend payments to the Bureau of Internal Revenue as income to him as Trustee, and requests that you as representing Mrs. Fisher's interests, report when filing Mrs. Fisher's income tax return as income the several amounts which he has received from time to time (of which in each case you have been advised of the funds being released in the form of dividend paid by the Carl G. Fisher Corporation to Robert H. Tyndall, Trustee.)

Inasmuch as this particular dividend is being treated as having been paid out of earnings, it should for the time being at least be considered in its entirety as income to Mrs. Fisher.

I would appreciate you acknowledging receipt of this letter so that I may know the information herein contained has safely reached you, and you have made the proper record of same. In this connection I am advised by Mrs. Fisher that at the present time and from this time on until further advised you are not only preparing her income tax returns, but are also taking care of all of the records on all of her several transactions. In other words that you are

Mr. Edward G. Benjamin

-2-

6/10/44

acting in the capacity of accountants as well as advisers in connection with the preparation of her income tax returns, etc. Will you kindly confirm my understanding in that respect.

Yours very truly,

FRE:n

F. R. Humpage

COPY.

CARL G. FISHER CORPORATION
MIAMI BEACH 40, FLORIDA
U. S. A.

December 28, 1944

To the Stockholders of the
Carl G. Fisher Corporation:

There is enclosed herewith a Financial Statement, i. e., Balance Sheet, together with Profit and Loss Statement, showing the results of operation of this Corporation for the fiscal year beginning as of September 1, 1943, and ended August 31, 1944.

On January 31, 1944, there was a cash distribution to the stockholders of \$5.00 per share and on May 31, 1944, a further cash distribution of \$6.00 per share making a total of \$11.00 per share distributed to the stockholders during this Corporation's fiscal year ended August 31, 1944.

Our auditors having completed the annual audit, now advise us that of the \$11.00 distributed during the fiscal year, 56.406% or \$6.20 per share was paid out of earnings and therefore taxable and 43.594% or \$4.80 per share was paid out of capital (liquidating). Of course, it should be understood that the aforementioned determinations as to the percentages and the amounts as determined by our auditors are subject to final audit by the Bureau of Internal Revenue.

In our letters of January 31, 1944, and May 31, 1944, respectively, at which time we forwarded to you dividend checks representing the amount which you were entitled to receive on the number of shares registered in your name as of those dates, we advised you that the Flamingo Hotel Properties although relinquished by the United States Army Air Forces had simultaneously, with their release by the Army, been acquired by another branch of the service; namely the Navy, and although the Navy has been in possession of the property since January 6, 1944, we have not, as yet, arrived at a satisfactory settlement with the Government as to the rental which should be paid for the use of the Flamingo Properties. However, it is anticipated that that matter will be amicably arranged within the next sixty days.

We further advised you that two of the companies in which your company has substantial stock interests and in connection with which your Officers and Directors serve in an official capacity, have recently disposed of some of their real estate holdings and declared and paid dividends which has enabled this corporation to, and it has, passed on to you a major portion of those dividends which it has received from those companies. At the same time, your company has not, in any way, jeopardized its strong cash position, as you will note by reference to the enclosed Financial Statement.

The total dividends paid by this Corporation during the fiscal year ending August 31, 1944, were \$242,804.65 of which amount \$136,956.81 was paid from current earnings and \$105,847.84 as dividends paid from capital, i. e. liquidating.

You will, therefore, note that we are making distributions to our stockholders as often, and to the greatest extent possible, consistent with our maintaining a strong cash position.

Yours very truly,

CARL G. FISHER CORPORATION
F. R. Humpage
F. R. Humpage, President.

FRH:A
Enc.

CARL G. FISHER CORPORATION
MIAMI BEACH 40, FLORIDA
U. S. A.

December 29, 1944

Mrs. Margaret C. Fisher
2121 Regatta Avenue
Sunset Island #4
Miami Beach, Florida

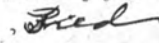
Dear Margaret:

For your information I am enclosing herewith a printed copy of Financial Statement, i.e., Balance Sheet, together with Profit and Loss Statement, showing the results of operation of the Fisher Corporation for the fiscal year beginning September 1st, 1943, and ended August 31st, 1944.

I am also enclosing copy of the letter which accompanied like Financial Statements sent to all stockholders, and if you will refer to the third paragraph of that letter, you will note that it contains, and confirms the information as to what percentage of dividends paid by the Fisher Corporation, were paid out of earnings, and therefore taxable, and also the proportion of dividends paid out of capital, i.e., liquidating, and therefore non-taxable. If there is any further information you require, let me know what it is, and I will be very glad to furnish it.

If per chance Mr. Benjamin desires any additional information to assist him in preparing your income tax returns, etc., insofar as concerns dividends paid by the Fisher Corporation, etc., have him call me and I will be very glad to do what I can to assist him.

Sincerely yours


F. R. Humpage

FRH:bh
Enclosure

CARL G. FISHER CORPORATION
MIAMI BEACH 40, FLORIDA
U. S. A.

January 25th, 1945.

To the Stockholders of the
Carl G. Fisher Corporation:-

At a meeting of the Board of Directors of this Corporation held on January 22nd, 1945, there was declared a distribution of \$5.00 per share, payable January 25th, 1945, on the outstanding capital stock of this Corporation to stockholders of record January 22nd, 1945. In accordance therewith, we are pleased to enclose herewith a check representing the amount which you are entitled to receive on the number of shares registered in your name as of January 22nd, 1945.

Inasmuch as this Corporation's fiscal year will not end until August 31st, 1945, it is impossible to determine, at this time, what proportion of the present distribution and future distributions, if any, made during the present fiscal year are from current earnings and/or a return of capital. However, as soon as possible after the books of this Corporation have been closed as of August 31st, 1945, we will notify all stockholders of our auditor's determinations as to the representative percentages.

Yours very truly,

CARL G. FISHER CORPORATION

F. R. Humpage, President

FRH:A
Enc.

ESTATE OF CARL G. FISHER
927 West 41st Street
P. O. Box 2491
Ocean View Station
Miami Beach 40, Florida

January 30th, 1945.

Mrs. Margaret C. Fisher
2121 Regatta Avenue
Sunset Island #4
Miami Beach, Florida

Dear Margaret:-

Referring to our telephone conversation of this morning wherein you mentioned that "Maggie" in conversation with the young woman who's reported to have been a former nurse at the St. Francis Hospital, that she attended Mr. Fisher at the St. Francis Hospital, during a certain period of his illness and that she had not been adequately compensated for services rendered, etc., I submit the following:

1. Copy of invoice rendered by the St. Francis Hospital in the amount of \$9.17, in which you will note notation "hospitalization - complimentary".

2. Copy of letter dated August 5th, 1939, addressed by the Executors of the Estate of Carl G. Fisher to St. Francis Hospital, Inc., with which letter there was enclosed check for \$9.17. You will also please note that within that letter the Executors (on your behalf) expressed their appreciation of the many acts of kindness, consideration, and courtesy extended by them during the period of time that Mr. Fisher found it necessary to make use of their services and particularly during the period of time of his stay with them just prior to his decease, etc.

3. A copy of a letter addressed to three nurses who attended Mr. Fisher during his stay at the St. Francis Hospital just prior to his decease. The enclosed copy of the letter was sent to all three nurses who attended Mr. Fisher, and as far as I know, they were the only nurses who did attend Mr. Fisher at that time and I call your particular attention to the fact that although in one case, that of Frances C. MacCreedy, her bill for services rendered was for \$12.00 but the Executors doubled the amount of her charges and remitted \$24.00. Each of the other two nurses, i.e. Agnes Walsh whose services was billed at \$6.00, Louise Smith whose bill for services was also \$6.00, were each paid \$12.00 and when remitted, the Executors sent a letter exactly the same form as was contained in the letter addressed to Frances C. MacCreedy. I might, therefore, state in this connection that we first made inquiry at St. Francis Hospital as to the names of all parties who had in any manner been in attendance or rendered service to Mr. Fisher during his illness and therefore have every reason to believe that everyone who did render service to him during the period of his illness were not only compensated in full but in addition received more than that which they had requested or for which they rendered bills.

If there is any further information which you desire in connection with which I may be of any assistance, please let me know.

Sincerely yours,

F. R. Humpage
F. R. Humpage

CARL G. FISHER CORPORATION

MIAMI BEACH 40, FLORIDA

U. S. A.

January 31st, 1945.

Mrs. Margaret C. Fisher
2121 Regatta Avenue
Sunset Island #4
Miami Beach, Florida

Dear Margaret:-

Referring to my recent telephone conversation with you at which time I advised you of a payment of a dividend by the Carl G. Fisher Corporation and the issuing of a check for \$2,140.00, made payable to the order of Robert H. Tyndall, Trustee, which check was mailed to Tyndall with a request that he endorse same to you and return to me, etc., I am pleased to advise you that I have today received from Tyndall that check properly endorsed and I have deposited same to the credit of your account in the Miami Beach First National Bank and there is enclosed herewith duplicate deposit ticket as evidence of the funds having been deposited to your credit.

I am also enclosing herewith copy of my letter of even date addressed to Edward G. Benjamin as has been my custom when funds have been obtained from a similar source, advising him of the receipt of the check and the depositing of the funds to your credit and I believe that in the doing of this I have protected your and Robert H. Tyndall interests

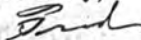
The balance of the things required to be done for the protection of your mutual interests must of course be taken care of by you and/or Benjamin.

I am also enclosing for your information a copy of the letter addressed to all stockholders of the Fisher Corporation, which letter accompanied delivery of the dividend checks and I am also sending a copy of that letter to Benjamin so that he too may be fully informed and I particularly called his attention and I now call your attention to the fact that at the present moment it is impossible for the Fisher Corporation to determine what proportion, if any, of that dividend recently paid was paid out of earnings and/or out of capital and also a statement to the effect that before the end of the present calendar year all stockholders will be notified as to what proportion all and any dividends paid during the present calendar year will be paid out of earnings and therefore taxable and also what proportion, if any, paid out of capital, therefore non-taxable.

If there is anything in connection with these several matters which I have not made perfectly clear, if you will let me know what additional information you desire, I shall of course be only too glad to furnish it.

With continued good wishes, I am,

Sincerely,


F. R. Humpage

FRH:A
Enc.3

January 31st, 1945.

Mr. Edward G. Benjamin
Miami Beach First National Bank Building
P. O. Box 360
Miami Beach 39, Florida

In Re: Mrs. Margaret C. Fisher

Dear Mr. Benjamin:-

As has been my custom of advising you when and as a dividend or dividends are paid by the Carl G. Fisher Corporation, which dividends in any way effects the interests of Mrs. Margaret C. Fisher, I take this opportunity of advising you that the Carl G. Fisher Corporation paid a dividend on January 25th, 1945, in the amount of \$5.00 per share and issued a dividend check to Robert H. Tyndall, Trustee, which dividend amounted to \$2,140.00 and same was forwarded to Tyndall, Trustee, who in turn endorsed same over to Margaret C. Fisher, the beneficiary under the pre-nuptial trust agreement entered into May 14th, 1927, and said agreement being executed by Carl G. Fisher, Margaret E. Collier, and Hugh W. Davis (Trustee). Davis having subsequently resigned as Trustee, Robert H. Tyndall was appointed successor Trustee.

Robert H. Tyndall, Trustee, having endorsed over and made payable to Margaret C. Fisher the dividend check in the amount of \$2,140.00, as here and above referred to and said check having this day been deposited to the credit of Margaret C. Fisher in the Miami Beach First National Bank, Mrs. Fisher is now in receipt of the funds made available in the transaction as above referred to.

The undersigned is again reminded by Robert H. Tyndall, as Trustee, that he has not heretofore and is not now reporting for federal income tax purposes to the Bureau of Internal Revenue the receipt of these dividend payments as income to him as Trustee and requests that you, as representing Mrs. Fisher's interest, report when filing Mrs. Fisher's Income Tax Return, as income, the several amounts which he has received from time to time (of which in each case you have been advised of the funds having been released in the form of dividends paid by the Carl G. Fisher Corporation to Robert H. Tyndall, Trustee).

I am enclosing herewith a copy of a letter addressed to all stockholders of the Carl G. Fisher Corporation which letter accompanied the mailing of dividend checks to the respective stockholders and I call your particular attention to the fact that at the moment it is impossible for the Fisher Corporation to determine what proportion, if any, of the dividends paid on January 25th, 1945, were paid out of earnings and/or paid out of capital but that on or before the close of the present calendar year and as soon as the determinations can be made, all stockholders will be advised of what proportion of the dividends paid during the present calendar year have been paid out of earnings or capital as the case may be and I shall, as has been my practice heretofore, see that you are informed promptly after such determinations have been made.

Mr. Edward G. Benjamin

January 31st, 1945.

- 2 -

Will you please be good enough to acknowledge the receipt of this letter so that I may know that the information herein contained has safely reached you and that you have made the proper record of same.

A copy of this letter is being forwarded to Mrs. Fisher so that she may be fully informed.

Yours very truly,

F. E. Humpage

FRH:A
Enc.

COPY