Finances Personal, after "crash"

Dear Carl,

Will you help me in good fortune, as you always did so generously when times were bad? They often were for me.

But now, as you will see from the enclosed clipping, my father has fallen heir to a million dollars, at the lowest estimate. The settlement of estates, however, takes months and, after a lifetime of struggle after the elusive dollar, I would like to feel financial freedom right away.

Papa will be able to borrow from banks, the other members of the family have tiny incomes of their own but I have nothing. My salary ceased last week when my chief, Mrs. Drury (daughter of the late Elbridge T. Gerry) sailed for England. She had expected me to accompany her but why should I fill a difficult subordinate post?

You know from former experience that I pay back loans with the accrued interest. I wonder whether you would find it convenient to lend me \$1000. at 6% interest for the space of one year? It would make me feel so happy to be able to do what I pleased this summer. I could probably pay it back to you before the end of the year.

Mama and Anstiss are just back from a Mediterranean trip which they took in the interests of health. They send you warm regards. Anstiss is better, but Mama seems very frail, I am sorry to say.

I hope to meet Mrs. Fisher one of these days. I thought her very handsome from the picture that appeared in the New York Times not so long ago.

P.S. Papa's a keen yachtsman. Some day he and I expect to come to Miami on his yacht.

M.

May 18, 1928.

Miss Mildred R. Bishop, 143 Oak Hill Street, Peekskill, New York.

Dear Mildred:

I have yours of the fourteenth.
Just now, I am the last person in
the world you should try to get some
money from. Together with our hurricane and the slump in Florida, it has
been quite a job for me to hold up my
own end as well as to assist a lot of
other purchasers who had more than
they could carry. We are gradually
coming through some of the general
troubles in Florida and have just had
a very good season — much better than
last year, and another year or two
will see us back in our old stride
again. But just now I am not in any
position to help you and I am sorry
I cannot do sc.

out with a new hat, I can dig that up for you and cut down my eigar bills accordingly.

Best regards, and I hope to see you some time in Florida,

Yours,

COF: T

Telegrone Presently 561

143 OAK HILL STREET
PEEKSKILL
NEW YORK

May 27, 1928

Dear Carl,

I enjoyed your letter, although
I feel exceedingly sorry you suffered
so much from the Florida disasters.
I had hoped you were not much affected
by them, and I have such faith in your
vision and methods that I know you will
come out all right eventually.

It was more than kind under the circumstances to lend me \$100. I shall, however, not need it. Papa and I have made an arrangement with the bank to advance us enough money to make us comfortable during the period which will elapse before our Cousin's estate is settled. Then we shall be exceedingly well off as you could see from the clipping I sent you. By the by, thank you for returning it.

Wishing you a prosperous summer, and thanking you again for your generous

loan, believe me

Encl

Al always

March 14, 1930.

Mrs. Reyes Winter, o/o 37 Wall Street, New York, N.Y.

My dear Marie:

I have yours regarding your hospital.

In the past few years I have donated to a lot of hospitals and other funds in Long Island; and during 1929 and 1930 it has been necessary to borrow money to take care of our own obligations, so I am in no position to make a donation at this time. Possibly in a year from now I will be in better shape to hand you a check.

With very best regards.

Yours,

CGF:E

Frances

AVAILABLE CASH AND ESTIMATED RECEIPTS

March 25, 1930

Cash in bank 335000 Estimated income from hotels Estimated income from sale of golf course 500 000 Estimated income from new sales 75000 Estimated collections on other contracts 25000 Net proceeds from sale of Nautilus Hotel Bonds (Estimated) Net proceeds from sale of Flamingo Hotel 31360 Bonds (Estimated) Bonds (Estimated)
Cash in bank - Collateral to present outstanding Flamingo Hotel Bonds to be released upon 30000 payment of present bond issue First installment Sands Point mortgage due May 16, 1930 with interest

\$ 243,992.64 125,000.00 500,000.00 40,000.00 10,000.00 175,000.00 29,544.03 59,141.66

59,141.66 59,141.66 \$1,322,678.33

fine ces ! Nantilus Flower Shop MIAMI BEACH, FLORIDA July & El. Dear Card, about two weeks ago the Coul of Bay Biscayne failed we doit source yet all tend, ten biog all sain to his tails ed for plin peak toile is traper moments I turded to fay out ever half or account of so much frozen fafer in the bouch. Of course boston was a stockholder, as we our rely love all we have, as that was means, o course, that we will ever lose our means, o course, that we will ever lose our all to to let your of all morth or discouraged can tose core, fre and I del who will trust fine land replied octive qualities of good. I found that my motives flind both land bus prop see being fact and base sout that result were not prevaled on the see to be seen to be suited on the see the seen before the seen before and alle some before the seed to be should be took a being to be that as being to be seen all seen the seen all seed houses and get prices wholesale on seeds, bulbs and rose bushes.

Nautilus Flower Shop

es you can see by the above heading. Now a am you was even in moting of hear we will be proved in more in more and place of covered and place of head be proved all and place of head and place of head and the proved heat of atto function is a manager that he set with the manager that the place the manager than the place of the pl

Now I am writing to ash if you will see the soro of the will give you as security two pieces of jewely which are security two pieces of jewely which are worth to so, of the worth out and a linguise fine worth \$ 50.00 puchosed at Carties and a Single large ognare and soffine ring brught of the Soffine ring brught of the Soffine ring brush worth \$ 150. The third delphia turble worth \$ 150. The third was allowed the see the sound there are the seed of the seems morning to puchose seeds, bulks, rose broses, etc. also

Nautilus Flower Shop

MIAMI BEACH, FLORIDA

stote our pluma, ptis son town & tiscement at at us or in assussil will have an extra man fr tow we be ste, about servely purpped assing In charity, carl, nor do I want so morrow it tuon plus E. tall good Security and you are the first one to whom I would apply; however, blinds enjue tout down too al E because It would immediately want to put it it to she are see out end & sourced too silt at too been no faith in the well coming in (because some find find the deanse it is a rish and I cannot tope any risks now. So if we more this deal! it shall be between you and me Ative took instructed. I feel cutain that with most a success and repay you at a not too for distant put and repay you at a not too for distant put and out too for do not too look and some all successful live & south from at a successful live & but form the request coupling and a point of plans, and go on with my plans.

Nantilus Flower Shop

MIAMI BEACH, FLORIDA

with every good wish for you and your always, dear Card, turder any circumstances, believe me appetriotely.

Mary R. Drase.

447 M.Z. 39th St., Miami, Florida.

July 12, 1930.

Mrs. Gaston Drake, 447 N.E. 39th Street, Mami, Florida

My dear Mary:

I have yours of recent date.

I am indeed sorry it is not possible for me to help you at this time. I have had so many tremendous demands on me for help from all sources that I just cannot help carry through these unusual demands.

Yours,

CGFIT

September 9, 1930.

Mr. Paul Kunschik, The Garl G. Fisher Properties, Niami Beach, Florida.

Dear Pault

In going over with Mr. Fisher and Mr. Tyndall the future finances, it is hoped that they can increase their line of credit at the Fletcher bank to a total of about \$300,000. They also have available for a lean the Waterside Realty Corporation. Also they hope to economize by laying up the "Shadow K for this winter, and that with other economies it will enable them to see day light take care of interest and taxes at Montauk; in other words, it will balance up the budgets to take care of both localities up to the end of January, 1931.

It may be possible that after this reduction in Mr. Fisher's account with the Miami Beach Bay Shore Company, in accordance with the several letters just written you, it will be necessary for the Miami Beach Bay Shore Company, through some source or other, to advance \$100,000. to Mr. Fisher to make up any deficiency that may occur in the Montauk budget.

Yours truly,

Irving A Collins.

7 a Collen

IAC:T

[mances

September 12, 1930

Mr. John Tracey, 2312 Pershing Sq. Building, 'New York City.

Dear Jack:

Replying to yours of the 10th: I am not thinking now of buying any apartments. In fact, I don't even want to think of buying a rowboat for some time to come.

Best regards.

Yours,

CC# . B

REPORT - TO CARL G. FISHER OF F. R. HUMPAGE, TRUSTEE

Kinnes

RECEIPTS

To October 1st. 1930 -

\$47,000.00

DISBURSEMENTS

Demand Notes Treiber Diesel Eng	. Corp. payable to C. G. Fisher	\$21,000.00
Payment on acct, to FaR. Humpag	s s s s (Trus	\$41,000,00 er 1,229,41
Advanced for payment employees protected by assignments of assignments filed and accept ferred Claims and to be paid has sufficient funds available.	each employee's wages,) ted by Receiver as Pro-) i when and as the Receiver)	1,980,40
Advanced 0. D. Treiber (persons	l loan)	200.00 44.589.81
Bank Balance as of 9/30/30 Checks not in	- \$2,680,19 - 50,00	
TRUSTEE'S BALANCE AS OF 9/30/50	\$2,610,19	\$ 2,610.19

December 10, 1930

Mr. John Englis. Port Washington-New Rochelle Ferry Co. Grand Central Terminal New York, N. Y.

My dear Jack:

I have yours of the 28th.

There is no doubt that you have a splendid investment, but just now I am making some very strong efforts to clean up some of my own past extravagances, and it is going to take another year to do it.

I wish you every success, however, with the ferry, and will do everything I can to help make the concern successful.

I am sending you a very important copy of letter from Congressman Fred Britten. You ought to make enough money during this part of the week to pay for a ferry.

Yours,

COF: A

(mnier December 19th 103 Mr. C. M. Keys, 50 Broadway. New York City. Dear Clem: Just received your wired and have replied as follows "Information you want goes out in this evening"s mail" A statement will be prepared by our suditor impediately and forwarded in the evening mail. We are knoping all of our small debts locally, paid, and we have our interest claims paid. We are feeing a \$300,000,000 loan on the Polo Fields, due in May. If we can re-finance half of this loan, we think we can carry the balance over eneriod of two years. We have cut our payrolls gust as low as we possibly can, and maintain our golf courses, and open our hotels. We have taken here two small lots, worth approximately \$4,000 and \$10,000, and have made a trust agreement with our Company, and are issuing to some of our older employees \$15,00 and \$20,00 ceptificates on these two pieces of property in lieu of their reduced salary. At Montauk with the use of about \$20,000 worth of property, I have cleaned up \$20,000 worth of obligations, so I have personally no further obligations at Montauk, and no personal obligations here, except loans no will be shown you by our statement. . Our prospective hotel business looks somewhat more encouraging within the last four days, but it is not yet up to par. Of course the small sales that are being made are mostly severe bargains in houses. We have an \$80,000 dollar cale grinding through slowly with the School Board, as our school facilities here on the beach, are texed beyond any previous year.

C. M. Keys - #2

We are continuing work on two major sales with Oil Companies that have a fair prospect.

I have advised Parks Haynes as youngrobably know, to give you every assistance you may require, and don't hesitate to call on me for any information you want on this end of the line.

Yours.

C. C. FISHER

COF-IBI

P.S. I have just received from the Accounting Department a report of the indebtedness of subsidiary companies which I am enclosing herewith for your information.

In the statement of the Carl G. Fisher Company, which you have already received, the notes payable to the Fletcher American Mational Bank are secured by a twenty-theorem dollar mortgage on the Bay Front residence, limited Request he assets of the Company. The note for Mas. Mathematical to the First Camden Mational Bank and Trust Company is secured by a mortgage on the Lincoln Annex, which is also included in the assets of the Company.

C. G. FISHER

CHAS. B. MARSHALL
ATTORNEY
SII MEYER-RISER BANK BUILDING
INDIANAPOLIS

LINCOLN BEBE

April 6, 1933.

Mr. Carl G. Fisher, 5010 North Bay Road, Miami Beach, Florida.

Dear Mr. Fisher:

I have been requested to write to you relative to the subscription of \$15,000 which you made to the Building Fund of the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association.

As you know, \$4,000 has been paid on this subscription, leaving a balance unpaid of \$11,000. The Phyllis Wheatley Building has been built at 653 North West Street and is doing a great work among the colored people of Indianapolis. However, they are in great need of funds with which to meet their obligations in connection with this building project. The last remittance which was received from you on this subscription was in July, 1930. We feel sure that you will realize the urgency of the situation with respect to the Y. W. C. A. work and that you will forward a substantial remittance on the balance of \$11,000.00.

Mrs. Brandt C. Downey, president of the Indianapolis Young Women's Christian Association, has written several letters to you explaining the financial situation of the organization which we believe you will fully appreciate.

We thank you in advance for your kind cooperation.

Yours very truly,

Chas. B. Marshall

CBM:DH

CHAS. B. MARSHALL
ATTORNEY
SII MEYER-KISER BANK BUILDING
INDIANAPOLIS

LINCOLN SESS

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Yours very truly,

Chas. B. Marshall

CBM:DH

CHAS. B. MARSHALL

ATTORNEY 311 MEYER-KISER BANK BUILDING INDIANAPOLIS

LINCOLN BERE

April 15, 1933.

Mr. Carl G. Fisher. 5010 North Bay Road. Miami Beach. Florida.

Dear Mr. Fisher:

General Tyndall was in the office vesterday relative to my letter of April 6th to you regarding the balance of eleven thousand dollars on your subscription to the Phyllis Wheatley Building Fund of the Indianapolis Young Women's Christian Association.

General Tyndall indicated that you were willing to settle this balance of eleven thousand dollars by deeding to the Indianapolis Y. W. C. A. for the Phyllis Wheatley Building Fund, real estate in Florida. In order that I may take up this matter with the officers of the Y. W. C. A., I would appreciate it if you would give some further details with regard to this proposition.

Is it your idea to deed real estate to the Y. W. C. A. at the present market value of eleven thousand dollars? Would this real estate be encumbered by mortgage or other encumbrance which would mean the outlay of cash by the Y. W. C. A.? Is the property which you have in mind of such a nature that it could produce enough income to meet the taxes which I presume would be chargeable even though the Y. W. C. A. is a charitable institution? These are matters which I should know in order to properly present the matter to the officers of the Y. W. C. A. General Tyndall and I discussed the matter at some length but he was unable to definitely inform me on these matters.

Trusting that we shall hear from you at an early date and thanking you for your kind cooperation I am,

CBM:DH

Yours very truly.

Chas. B. Marshall

CHAS. B. MARSHALL ATTORNEY SII MEYER-KISER BANK BUILDING INDIANAPOLIS

LINCOLN BESE

April 22, 1933.

Gray 188 83

Mr. Carl G. Fisher, 5010 North Bay Road, Miami Beach, Florida.

Dear Mr. Fisher:

On April 15th I wrote to you as per the attached copy. I do not seem to have received any reply to date and for this reason I am again writing to you in case the matter has not come to your attention.

Thanking you in advance for your kind cooperation I am,

Yours very truly,

Chas. B. Marshall

HIELE THE STATE OF THE STATE OF

2 Km

porces April 10th 1933. Mr. J. N. Lummus, Jr., Miami, Fla. My dear Mr. Lummus: Confirming my conversation today, regarding my personal tax on the Carl G. Fisher Company, which items are the "SHADOW K." and furnishing in my house. Some of the most valuable pictures in the house have been sold, and as I explained to you a part of the furniture is over twenty years old, being shipped here originally from Indianapolis. The rugs in the house are the principal item of value. You know the depreciation in yachts. I am very frenk to tell you if you will give me \$50,000 for the furniture and the "K" you can have them, and I will be glad to make a deal with you. I feel that this personal tax is out of all line to the value, and to be fair with the general tax situation, I should not be taxed more than \$20,000 on the furnishings, or more than \$25,000 on the "SHADOW K." Also please note that the tax this year are advanced over last year, in spite of the reduction in values. There are more than four hundred yachts, such as the "K" on the market throughout the United States at prices anywhere from \$10,000 up, without buyers. Yours very truly, CARL G. FISHER . COF-HM

Mr. C. M. Keys, 39 Broadway, New York City.

Dear Clem:

I have your wire regarding prices I talked with you about on the 'phone yesterday.

I have been under the impression that Flinn, Hopkins and yourself have figured that wereere not prepared here to accept sacrifice pffers, and for this reason I called you to let you know that we are prepared and making every effort to dispose of any assets that we can dispose of at even reasonable prices.

Of course it is a terrific cut to sell the "SNADOW K." at \$33,000, but this is the only real buyer that has appeared this season, and this sale has not been made yet. Also my house at \$130,000 would be a sale which I would be inclined to make for the reason that it costs over \$10,000 a year to carry. If we have any return of good times the house should bring \$175,000 or \$200,000 without any trouble, and even that would be a sacrifice price.

The covered tennis court costs#1,000.00 a year to maintain, and I have an idea that we had better let this go for #25,000 to Mrs. H. E. Talbott (Hal Talbott's Mother) who wishes to start a Community Center there. Mrs. Talbott has not definitely arranged herplans yet to say she will take the property, but she has an option on the property until Fall.

All these sales have been milling around in the air for the last three months, and I am not really sure that any of them will be closed up under present conditions.

The ocean front Penn Terminal property is rather a light inquiry, but from very responsible people who have the money to put their plans over if they decide to do so, and I believe if we could get \$175.00 a front foot for this ocean front property

Mr. C. M. Keys - 42

now we should take it, as it would help a lot to carry on until next season.

If we had about \$300,000 here now in additional finances, it would save us making a lot of these sacrifices, but the only way I can see to get this \$300,000 is to make the sacrifice and convert these liabilaties into cash, if and as we get a chance to do so.

Yours,

CARL G. FISHER

CCF-HM

Copy to: Mr. Emery Flinn, 29 West 57th Street, New York City.

P.S. Limsey Hopkins has been wanting a nice large home on the Beach, suppose you take it up with him. This is a good chance to buy what he wants at a very reasonable price. April 21st 1933.

Mr. John Herts,
The Cary Company,
Cary, Ill.

My dear John:

Tour letter of the 14th was not received until
morning, don't know why it has been delayed, by

Your letter of the 14th was not received until this morning, don't know why it has been delayed, but this explains the delay in this answer to you.

Substantially your letter is correct regarding the loan and regarding your renewal, and regarding the general sentiment of the loan which we appreciated.

Now there are a few details that I want to check up with you on, as I am sure you do not thoroughly understand them. First, we have had maps in the office for cutting up of the pole field for three years, we could not raise the funds to take the pole field out of the mortgage so that we could cut it up; at the same time you must realize that you could not play pole on your new fields, which is neither here nor there, but we wanted to accommodate you, as much as possible, even though the renewal of the note was a larger accommodation to us.

I presume that you know that I am guarantor on the Montauk bonds, and that everything I have here is back of these bonds. I have no personal property except my clothes, and a second hand ring. The Montauk Bondholders through their Committees and banks have been trying to hang on to the situation to give us time to pull out here and give further help to Montauk.

You know the reason why sales slumped off here and other places, making these conditions as they exist at Montauk, as well as here. The Montauk bankers and bondholders realize that there is sufficient security here to make good the Montauk bonds, if and as we can keep this property together and dispose of it.

We have an agreement with the Montauk Bondholders' Protective Committee and our banker there to keep them informed of every move that might be made here that would result in the preliminary application for a Receivership of my affairs which they knew, and we knew would thoroughly upset conditions here.

We have been in constant communication with our bankers and with the Bondholders' Protective Committee regarding our affairs, they have a representative here who gets a report regularly of our progress in liquidating claims or transactions that protect my interests.

They knew about your mortgage and our effort to take it up; they knew about the \$50,000 we were trying to get to make a payment, with the hopes that we could renew the mortgage for one more year. They were advised immediately when we were able to make this payment of \$50,000, and aside from your own bankers and the Trust Company here, seven letters were mailed to the seven other of our heaviest stockholders and banking connections, who were vitally interested in our affairs to the extent of several thousand dollars, and in order to forestall any garbled information that we had expected to appear in the press we got these letters off as quickly as possible to those vital interests, that they might know why we did not follow a program which we were reasonably sure would be acceptable to you, and with which they were all acquainted.

The statements made to them were facts only, and as I wrote you previously, without any intention of injuring you. As I told Mr. Flinn the other day I regretted very much your attitude in the matter, and that you should be able to clearly see if I wanted to injure you, and if this letter would be an injury to you, we could have mailed a thousand or two thousand or more, and not only this letter, John, could I have sent, if I wanted to injure you, but I could have made the letter a vicious letter instead of facts. Surely you must understand this statement as frank and entirely true.

In paragraph 5 of your letter you state we had no right to send these letters, until negotiations were concluded one way or the other.

We certainly supposed they were concluded against us when a Deputy Sheriff served notice on us of a foreclosure suit being filed, with its added and unnesessary expense, and stopped all negotiations between ourselves and your lawyers, and made it imperative for us to make explanation of facts to our banking connections immediately, or to leave them with the impression that we had misrepresented facts regarding our financial status and our effort to use the moneys which they knew we had for the purpose they were intended.

Surely you can understand that this was a vital questionthat should be attended to immediately, and as I explained to you before, we could hardly believe that your attorney would file this suit under the conditions as he did, after practically everything that you had asked for had been agreed upon.

I assume that in your reference to the number of letters set out, etc., that you are not questioning my statements or my good faith, and that you will concede that it was quite proper and necessary under the circumstances for us to send this letter of explanation to Mr. Hompf and Mr. Stout of the Fletcher American National Bank, who has an overdue note of more than \$100,000, Mr. Talbott of the Bondholders Committee, Mr. Flinn of the Bondholders Committee, Mr. Flinn of the Bondholders Committee, and Mr. Keys, the banker in New York who loaned me three and a half million dollars, and those whole fortune is tied up in our affairs here and at Montauk, and our lawyer pere, and your lawyer.

Now to get down to Mr. LaGorce, I thought it quite necessary to send this personal letter to Mr. LaGorce as he is one of our principal stockholders both here and at Montauk, my personal friend as well as your personal friend, and I think if you could see the copy of my letter to him, you would easily understand it was not that I was trying to hurt you with my friends or yours.

In regard to Mr. Mahoney - he is the the Manager of the "News" here through Mr. Cox, and could prevent any unfavorable publicity. Mr. Cox is co-endorser with me already on notes that are considerably overdue. Mr. Cox is on the Board of one or two banks in which

John Herts - #4

I have overdue paper, and in a city where at the time we were negotiating for funds to help take up your mortgage.

We were as anxious as you were, not to have this notice appear in the paper. I realize that you have other uses for your money, and you must realize that we have been trying in every possible way to get this money for you.

In your letter of the 14th, John, you mention apologies in a letter to the people who received the original, and said you were adament in this position you took.

My Father was a lawyer, and he always told me that if I would stick to doing what I thought was right, I would never get in very serious trouble, and when we wrote these letters we were under obligation to notify our b bankers, which we did immediately, after receiving the Deputy Sheriff's service, and under no circumstances is a letter of apology due you or any of the gentlemen who received the letter, and none will be given.

I am writing this letter as party of the First Part, because your letter was addressed to me, Mr. Collins is in at the conference, and he is vitally interested in Montauk because action of any unpleasantness at Montauk materially affeats us here, and it might interest you to know that the Miami Beach Bay Shore Corporation was started on a 50-50 basis by myself and the Collins interests, and is still continuing along that line, and while at the present time the control of the stock is against me, it is nevertheless the future hope and prospect that it will end up on a 50-50 division.

It hurt me considerably that this unnecessary expense should be piled on us, after the stremuous efforts we made to get you all the cash possible, and at the sacrifices made. You may or may not be interested to know that in the effort to get cash that our bankers have recently advised us strongly against some proposed sales at sacrifice prices, and you must be acquainted with the particular sale that allowed us to get the last \$25,000 for your loan.

Mr. JohnmHerts - #5

You may consider this letter entirely confidential if you wish, and for the third time I am giving you facts which you should know in your own heart are both true and proper. I do not know what reports—were made to you, but from your violent reaction to the letter referred to, I am inclined to be of the opinion that you have had misrepresentations of some kind made to you.

You may or may not be interested in knowing that yesterday I wrote a letter as per enclosed copy, offering to give the polo club, our side boards, score boards, cooling shed, grand stand and 8 barns, as we wished to help in every way we could, and particularly to help you promote your polo club and polo interests.

This offer was made the same as it had been made before, it is only a renewal of the offer which was made you when relations between us were apparently very pleasant. Now it is up to you John, and personally I think you owe me an apology, more than I owe you one.

Yours very truly,

CARL G. FISHER

P.S. We think in justice to you, as well as ourselves that a copy of your letter and our reply to same should go to the principal banking interests, which is the same list as received the other letter. However, we will not send these letters out until we have a reply from you. We would like to stop this letter writing probably as much as you would like to do it, but in this argument between us, it is very necessary that our associates understand thoroughly all the facts.

C.G.F.

Enclosure.

Mr. Chas. B. Marshall 311 Kiser Bank Building Indianapolis, Indiana.

By dear Mr. Marshall; " A the same are allegated before presenting countries.

Your letter of April 16th addressed to Mr. Fisher, together with your letter of April 22nd, reached Mr. Fisher promptly but owing to fillness and pressure of business he was not able to answer your communications more promptly.

Section to state Mrs. Sections per Japan Sp. whore the last one.

Mr. Fisher has discussed this matter with the writer and has requested that I reply to the same, outline to you the present conditions and endeavor to work out some plan which would prove mutually advantageous.

As the writer is not familiar with what definite commitments, if any Mr. Fisher may have made in connection with what you refer to as subscription to the Phyllis Wheatley Building Fund of the Indianapolis, T.W.C.A., he can refer to it only in a broad way and with the presumption that Er. Pisher at some time indicated by a subscription his intention to assist the Building Fund referred

It is quite evident that any subscription which he may have made was at a time when his financial condition warranted his so doing; but as you know, conditions have materially changed and, regardless of the conditions prevailing at that time, the fast remains that he is not personally in a position to make any payment of any kind on any obligation, if any, that may exist.

On the other hand, it is not Mr. Fisher's desire or intent to avoid any obligations he may have incurred during a period of time when it appeared that he would at some later period be able to fulfill the same.

Now, referring to General Tyndall's conversations with you and your request for further information: first, as previously stated, Mr. Pisher personally is not in a position to do anything as regards the subscriptions referred to. The only possible chance of doing anything would be through some negotiations with his affiliated companies, and the only thing that can be offered is uninproved real estate, most of which has accumulated taxes for the years 1931 and 1932.

There is no mortgage on this unimproved real estate, and Mr. Fisher had in mind a certain amount of real estate having a present estimated value in excess of \$11,000., so that with the accumulated taxes it would permit of the eventual sale of this real estate for a sum in excess of \$11,000., plus accumulated It is quite probable that during next winter season, i.e., from taxes. November 1st 1933 to April 1st 1934, that the real estate which he has in mind transferring could be sold at a price so that the Phyllis Wheatley Building Fund would realize net \$11,000.; but even though it did not net that amount, assuming that the Trustees of the fund might wish to dispose of the property

2- Mr. Chas. B. Marshall.

at some price less than that amount, it would appear that it was a matter of good judgment for the Fund to take what is offered at this time, rather than to reject the offer and perhaps take less or nothing at all.

I make this statement with all frankness, because under prevailing conditions it is impossible to anticipate what the future may have in store for any one new in business, and particularly for any one engaged in the development and sale of real estate and whose assets are tied up in very large development projects against which there are accumulating from year to year excessive taxes. As an individual item, on one piece of real estate the cost of carrying same may not be excessive, but where large acreage is concerned it is very problematical as to what may happen unless something is done soon to relieve real estate of excessive burdens of taxation which are entirely out of line with taxes assessed against other lines of business, etc.

Under the circumstances, it would seem to be a matterof good business for the officers of the Y.W.C.A. to accept Mr. Fisher's offer, for they then would have a tangible something from which they should in time realize substantially the amount it is stated that Mr. Fisher has subscribed; whereas, if the offer is not accepted, they will have to await developments and outcome, always with the possibility that it will be impossible for Mr.Fisher at some later date even to renew his present offer which he made through General Tyndall.

This information is submitted as a frank statement as to conditions.

The thought that the writer wishes to leave with you is this, that Er.Fisher is particularly desirous of meeting to the best of his ability, any and all obligations which he may have incurred, and that in making this offer it is not for the purpose of avoiding any obligation, but rather (anticipating that he may not at some future time be able to repeat this offer or in any other way pay any subscription he may have made), is desirous at this time of doing whatever he can to place in the hands of the Y.W.C.A. a tangible something on which they may at some future date realize as much or more than the amount which it has been stated he has subscribed.

May the writer suggest that you and your associates give this matter your most prompt consideration, and advise us of your decision as promptly as possible.

Yours very truly,

THE CARL G. FISHER COMPANY.

By: F.R.Humpage, Vice-President.

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CHAS. B. MARSHALL ATTORNEY SII MEYER-KISER BANK BUILDING INDIANAPOLIS

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LINCOLN BESE

May 4, 1933.

The Carl G. Fisher Company, Miami Beach, Florida.

Attention: Mr. F. R. Humpage, Vice-President.

My dear Mr. Humpage:

Your kind letter of April 28, 1933, regarding the subscription of Mr. Carl G. Fisher to the Phyllis Wheatley Building Fund, has been received. I have taken this matter up with the president of the Board of Trustees of the Y. W. C. A. He will present the matter to the Board at their next meeting. Just as soon as some decision has been reached I will immediately advise you.

In the meantime, I would appreciate it very much if you would advise the assessed valuation and the approximate amount of taxes the year 1931 and 1932 on the tract which you and Mr. Fisher had in mind. Another point to be considered is the present state of the Florida statutes relative to taxation of foreign charitable corporations. Under Indiana law, a charitable organization is exempt from taxation except from direct improvements. I do not know whether this is true in Florida or not. The fact that the Y. W. C. A. is an Indiana Corporation would also enter into the matter.

I would appreciate your comments relative to these items.

Thanking you in advance for your kind cooperation I am,

Yours very truly,

Chas. B. Marshall

CBM: DH

Section 1 of Article II of the Constitution of Florida provides

as follows:

"The Legislature shall provide for a uniform and equal rate of taxation, except that it may provide for special rate or rates or rates on intangible property, but such special rate or rates shall not exceed five mills on the dollar of the assessed valuation of such intangible property, which special rate or rates, or the taxes collected therefrom, may be apportioned by the Legislature, and shall be exclusive of all other State, County, district and municipal taxes; and shall prescribe such regulations as shall secure a just valuation of all property, both real and personal, excepting such property as may be exempted by law for municipal, education, literary, scientific, religious or charitable purposes."

Section 897 of the Compiled Ceneral Laws of Florida, 1927, provides as follows:

"Property exempt from taxation. - The following property shall be exempt from taxation:

First, all property, real and personal, of the United States and of this State.

Second. — All public property of the several counties, eities, villages, towns and school districts in this State, used or intended for public purposes, including both real and personal property of all fire, hose and hook and ladder companies, except lands sold for taxes for the use of any counties, eities, villages, towns or school districts.

Third,— Such property of educational, literary, benevelent, charitable and scientific institutions within this State as shall be actually occupied and used by them solely for the purpose for which they have been or may be organised, but property of such institutions which is rented wholly or in part and the rents, issues and profits only used by such institutions shall not be exempt from taxation, nor shall any property held by them as an investment or for speculation be exempt from taxation; Provided, that this section shall not be construed to apply to the lower stories of charitable or benevolent institutions, necessarily using the upper stories of their lodge rooms and who rent the ground floor of such buildings, using said rents, issues and profits for the benefit of such charitable and benevolent purposes, or to the ground floor of public libraries, the rents, issues and profits of said ground floor being used for the benefit of said libraries.

Fourth,— All houses of public worship and the lots on which they are situated, and all pews or steps and furniture therein, every personage and all burying grounds not owned or held by individuals or corporations for speculative purposes, tembs and right of burial; but any building being a house of worship which shall be rented or hired for any other purpose except for schools or places of worship, shall be taxed the same as any other property. (Sec. 807 Comp. Gen. Laws Florida, 1927 - continued)

Fifth. All public libraries and real and personal property belonging to and connected with the same consisting of the library itself and all real and personal property held for the actual use and occupation of such library only, and not for rent, profit or speculation.

Sixth. — All property, real and personal, held by and belonging to any agricultural society of this State, and used emplusively for the meetings or exhibitions of such society, which now is or may hereafter be lawfully organised in pursuance of law.

Seventh. Property to the value of five hundred dollars to every widow that has a family dependent on her for support, and to every person who is a bona fide resident of the State, and has lost a limb or been disabled in war or by misfortune.

(Ch.4522, Acts.1895, 11, as amended by Ch.5265, Acts.1903, 11; Ch.5596, Acts. 1907, 14; Ch.7535, Acts. 1919, 110, aub sec.17.) "

Section 308 of the Compiled General Laws of Florida, provides as follows:

CHAS. B. MARSHALL ATTORNEY SII MEYER-KISER BANK BUILDING

INDIANAPOLIS

6/1/33

LINCOLN BEBE

May 12, 1933.

The Carl G. Fisher Company, Miami Beach, Florida.

Attention: Mr. F. R. Humpage, Vice-President.

Dear Mr. Humpage:

We would appreciate a reply to our letter of May 4th just as soon as possible in order that we may present the matter before the meeting of the officers of the Indianapolis Young Women's Christian Association which will be held in the near future.

We thank you in advance for your kind cooperation.

Yours very truly,

Chas. B. Marshall

CBM: DH

CHAS. B. MARSHALL ATTORNEY SII MEYER-KISER BANK BUILDING INDIANAPOLIS LINCOLN BEER May 24, 1933.

The Carl G. Fisher Company, Miami Beach, Florida.

Attention: Mr. F. R. Humpage, Vice-President

Dear Mr. Humpage:

We have had no response to our letters of May 4th and May 12th in which we requested certain additional information with regard to the subscription of Mr. Carl G. Fisher to the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association.

We would appreciate hearing from you in order that we may properly present the matter to the Indianapolis Y. W. C. A.

Yours yery truly,

Chas. B. Marshall

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CBM:DH

CHAS, B. MARSHALL

ATTORNEY
311 MEYER-KISER BANK BUILDING
INDIANAPOLIS

LINCOLN 8262

June 2, 1933.

Mr. Carl G. Fisher, 5010 North Bay Road, Miami Beach, Florida.

Dear Mr. Fisher:

Sometime ago I wrote to you regarding a balance of \$11,000.00 owing on your subscription to the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association. You referred the matter to General Tyndall who came into my office and discussed the matter of the Young Women's Christian Association accepting real estate, covering this balance.

We wrote again and you referred the matter to F. R. Humpage of the Carl G. Fisher Company who wrote a letter to this office. We have written him several letters requesting additional information but do not seem to have received any reply. We are unable to properly present this matter to the officers of the Indianapolis Young Women's Christian Association until we receive this information.

Will you please confer with Mr. Humpage relative to his reply to our letter of May 4th on which we followed-up on May 12th and May 24th.

Thanking you for your kind cooperation we are,

A.

CBM: DH

Yours very truly,

Chas. B. Marshall

June 7th, 1933.

Mr. Charles B. Marshall, 311 Meyer Kiser Bank Bldg., Indianapolis, Ind.

Dear Mr. Marshall:

The writer regrets there has been delay in acknowledging and supplying the information requested in your letter of May 4th. The difficulty has been that we have not been successful in determining upon the piece of property or properties which could be used for the purpose as referred to in our previous correspondence. For that reason we were unable to state definitely to you what the assessed valuation and the approximate amount of taxes for the years 1931-32 would be.

The tax situation in Florida is in a somewhat chaotic condition at the moment as the Legislature has been in session, and in fact has just about concluded it legislation and many measures for tax relief, etc., have been proposed, and what portion of them will be passed and to what extent they will effect our situation here at Mismi Beach, we are unable at this writing to say.

We have been anticipating that some legislation action would be taken which would perhaps permit of these taxes being paid in City of Miami Beach and State and County bonds, in which event the bonds now selling in some cases at or less than fifty cents on the dollar, would permit of buying these bonds at their present market price and turning them in on taxes at their face value. Whether or not the Legislature will pass such legislation and the City of Miami Beach take advantage of that legislative authority if passed is still undetermined.

As previously intimated we have been anticipating something definite in this respect and have deferred writing so that we might know more clearly as to just what, if any, obligations you would have to assume and the extent of those obligations in the event the Trustees of the I.W.C.A favorably considered Mr. Fisher's suggestion.

If agreeable to yourself and the Trustees we would suggest that this matter be deferred further for a period of thirty days, at which time we may, and in all probability will be, in a position to make more definite suggestions and commitments as to the assessed value of the property.

Answering your request for information regarding the Florida statutes relative to taxation of foreign charitable corporations and property held by them, etc., the writer is attaching herewith copies of the Florida statutes which we believe have a bearing on the subject and will answer to your satisfaction, the question which you have raised in this connection.

Again spologising for the delay in more promptly responding to your requests for information and data, etc., we are

THE CARL C. FISHER COMPANY F. R. Humpage, Vice-President

FRH/G. Encls.

CHAS. B. MARSHALL ATTORNEY 311 MEYER-KISER BANK BUILDING INDIANAPOLIS June 10, 1933. LINCOLN BZ62 The Carl G. Fisher Company, Miami Beach, Florida. Attention: Mr. F. R. Humpage. Vice-President Dear Mr. Humpage: I wish to thank you for your letter of June 7th regarding the tax situation in Florida and enclosing copies of the Florida laws as to exemption. We appreciate the fact that you have extended considerable effort in giving the information with which you have so kindly furnished us. In accordance with your suggestion we are deferring the matter for thirty days or so until something definite can be worked out. I am forwarding copies of your correspondence to the Board of Trustees of the Indianapolis Young Women's Christian Association for their information. I trust that we shall hear from you again just as soon as you are in position to submit a definite proposition which can be acted upon by the Y. W. C. A. Thanking you for your kind cooperation I am, Yours very truly, CBM: DH Chas. B. Marshall

CHAS. B. MARSHALL

ATTORNEY
817-18-19 MAJESTIC BUILDING
INDIANAPOLIS

LINCOLN BESE

December 21, 1933

Mr. Carl G. Fisher Miami Beach, Florida

Dear Mr. Fisher,

Some time ago we wrote to you relative to the balance of \$11,000.00 owing on your subscription to the Building Fund of the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association. You referred the matter to Mr. F. R. Humpage, Vice-President of the Carl G. Fisher Company of Miami Beach, Florida.

Mr. Humpage wrote to us several times but he was not in position to make any definite settlement of the matter. Inasmuch as the year 1933 is drawing to a close, we would appreciate it very much if you would make some payment on this account even though relatively small especially as the need of the Y. W. C. A. is very great in order to meet the mortgage interest obligation. We are sure that it is your desire and intention to clear this subscription just as quickly as at all possible. Anything that you can do in the premises at this time will be of great assistance.

Yours very truly,

Chas. B. Marshall

CBM: EH

December 28, 1933.

Hon. Chas. B. Marshall, 817-19 Majestic Building, Indianapolis, Indiana.

Dear Mr. Marshall:-

Replying to your letter of the 21st:

We have a lot of taxes to pay and interest on loans, etc., that we are going to try and take up as fast as sales will allow, but until that time, there is nothing I can do further about your matter.

Yours very truly,

GGF : AVM

CARL G. FISHER.

CHAS. B. MARSHALL ATTORNEY 817-18-19 MAJESTIC BUILDING INDIANAPOLIS LINCOLN BEBE Mr. Carl G. Fisher Miami Beach, Florida Dear Mr. Fisher,

January 11, 1934

We thank you for your letter of December 28, 1933 regarding the matter of the balance of \$11,000.00 on the subscription to the Building Fund of the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association.

We note that there is nothing that you can do until sufficient sales have been made to meet taxes and interest on loans, etc. We trust that you will be in position to make a substantial remittance on this account within the very near future. We assure you that it will be greatly appreciated.

Yours very truly,

Chas. B. Marshall

CBM:EH

Co 7, National Military Home, Dayton, Ohoo, October First, 1934.

Col. Carl G. Fisher, Montauk,

N.Y.

My dear Col. Fisher:-

After the lapse of about two years I again address a letter to you. I am still here under daily treatment and diet for diabetes and must hemain here, or relsewhere of a similiar kind of institution, if I care to live much longer. However, were you to see me you would never think I have ever been sick a day in my life. I weight 236 pounds.

This is my seventh consecutive year here. It was a tremenduous undertaking for me to become reconciled to my enforced withdrawal from my profession and all other activities in this life, but I have, at last become so. Indeed, the post-death status is and has long been a matter of my sincerest consideration, occasioned by the almost daily deaths around me here. Both you and I now have more than three fourths of our earthly life inthis behind us and it behooves each of us to take cognizance of this fact and make due preparation for the dark recesses of the tomb, just ahead of each of us. This I have done to my entire satisfaction. For many yearsI was much inclined to lend scant attention to this all-important question and was inclined to be agnostic and even atheistic in the premises, but thank God; this is all past with me now. I have elucidated this problem to my entire mental satisfaction and am perfectly at ease with a most sublime faith in God, his son, Jesus the Christ and the Bible. We are well aware that our residence here is but temporary and at best is exceedingly short in its duration, but we continue to live on after death and it is our paramount duty to make satisfactory arrangements in our own conscience to meet this preseminently and transcendently most important of all conditions to interest the human being.

I do not know how you feel about this important matter, but my daily prayer includes you and your salvation. Maybe, your vast estate with its manifold requirements of your time and attention may be detrimental to this important phase of your life. What does it profit a man to gain the whole world and loose his soul? This interrogation was asked by our Saviour. Pardon me, I did not intend to pract a sermon to you, and will conclude by stating that you are the most actively on my mind of any person in the World. Since writing you my two brothers have died in Texas and there are but three of us left in a family formerly of eight.

My wife and I will spend the winter in Biloxi, Mississippi, where the Federal Government has completed another of its grand hospitals. My blood pressure is from 95 to IIO and normanlly it should be I6O, hence, I could not withstand pneumonia at all and this vountry, Miami Valley, is the worse afflicted district in the Nation for pneumonia. There are deaths therefrom every month of the year here. We will not go there till after the November election.

What do you think of the New Deal? My faith therein is greatly subsided, yet, we should not expect the miraculous from President Roosevelt as the Nation was practically all in when he took charge.

It would afford me inexpressible delight to see and be with you again on this earth. My great interest in you dates from the afternoon, long years ago, on Signal Countain Tennesse, when we were in attendance on a Dixie Highway Committee Meeting of which we were members.

How are you? Has this great depression left its imprint on you? I

sincerely trust not.

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I do trust that in thus writing you I have not unduly imposed upon you and with assurances of high personal esteem and wishing you the very best that this life affords and xim that in the life to come we will still know each other in happiness and contentment, I remain yours very truly,

Claude Meycer.

Vande Mercer

October 5, 1934.

Mr. Claude Mercer, No. 7 Wational Military Home, Dayton, Ohio.

Dear Claude:-

Your letter of October lat is received and I am glad to hear from you and to know you are getting along as well as you are.

As to the depression, do you know of anyone it did not leave an imprint on? I myself lost about twenty-five million, but am still able to eat, up to this evening.

Yours,

CGF : AVM

CARL G. FISHER.

ans 11/2 CHAS. B. MARSHALL ATTORNEY 817-18-19 MAJESTIC BUILDING INDIANAPOLIS Li. 6772 November 3, 1934 Mr. Carl Fisher

Miami Beach, Florida

My dear Mr. Fisher,

As you know, there has been considerable correspondence regarding the balance owing by you to the Building Fund of the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association, on which there is an unpaid balance of \$11,000.00.

On several occasions, you have indicated that you expected to be in position to do something toward reducing this balance within a short time.

As you know, the Indianapolis Young Women's Christian Association is in urgent need of funds to meet the obligation incurred on the strength of subscriptions taken in this campaign. The assets of the association have been pledged, and additional funds are a vital concern to their program.

We are sure that you will wish to forward as substantial a remittance as possible on this account. We assure you that it will be greatly appreciated. We trust that we shall hear from you at the earliest possible date.

Yours very truly,

Chas. B. Marshall

CBM: EH

November 12, 1934. Chas. B. Marshall, Atty., 817-19 Majestic Building, Indianapolis, Indiana. Dear Mr. Marshall:-Please refer to your letter of November the 3rd, addressed to Mr. Fisher. As you perhaps have been informed, the business of The Carl G. Fisher Company is being reorganized and for the present is being operated by F. R. Humpage and Jno. A. Jernigan, as Trustees. As practically all of Mr. Fisher's assets were included in his ownership of The Carl G. Fisher Company, it will be impossible, for the present at least, for Mr. Fisher to do anything in connection with the matter referred to in your letter of November the 3rd. To what extent the future developments may affect his ability to pay anything in connection with his subscription to the Building Fund of the Phyllis Wheatley Branch of the Indianapolis Young Women's Christian Association is, of course, problematical. However, you may be sure that Mr. Fisher will do whatever is possible for him to do in connection with making par-tial, or even full, payment of his subscription, although the writer is frank to say that at the moment it appears that it would be impossible for him to do anything. Subsequent events, however, may change conditions, and as Mr. Fisher has every intention of doing whatever he can in making good on all his commitments, you may confidently expect that he will do whatever he can in connection with any commitment which he may have made in connection with the Building Fund, as referred to in your letter of November the 3rd. Yours very truly, FRH: AVM F. R. Humpage.

Veterans Administration Facility, Dayton, Ohio, July 9th, 1935. Hon. Carl G. Fisher,

Montauk.

N.Y.

My dear Mr. Fisher:-

Now for my annual letter to you. I have recently returned here from Biloxi, Mississippi, where I spent the winter in the military hospital there. The climate is delightful, muck akin to your Southern Florida Climate. I will spend next winter in the military hospital, at St. Petersburg, Fla. I am afraid of this climate in winter because of so much pneumonia and that is fatal to a diabetic.

I often wonder if you are younger or older than I. I completed my 62 year in age the 30th day of last March.

I am not at all pleased with Mr. Roosevelt's New Deal thus far. How do you feel about it?

My trouble is kept in perfect control here and I should live a number of years yet. Indeed, you would not believe haling I ever had a days's sickness in my life were you to see me. I am so thoroughly aware of my diet and treatment now that I think I would leave the haspital had I anything to do.

All of my family are now dead, excepting one sister, which has drawn you closer to me.

Wishing you the very best in life, I remain

very truly yours,

Claude Merces

VAF, Bay Pines, Florida, September 23d, 1938.

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

Me dear Carl:-

I have been in the hospital here since November 5th, 1935.

Very recently I've met two gentlemen from your home and they each inform me that your health is bad and you suffer from eye distress. This news distresses me verymach. We are in the neighborhood of 66 years of age, hence the end of the trail is in sight.

I write this letter principally to warn you that the acceptance of Jesus of Nazareth is pre-requisitely necessary to the proper finish to this temporary life. The story of Jesus of Nazareth is pre-eminently the greatest story ever told and it behooves all of us to believe in him to achieve life everlasting.

The formula is very simple, just sincere belief and full acceptance of his story and you achieve ALL in the end.

You have been a remarkably successfull man in the business life, but it all amounts to nothing if, in the end, you do not enjoy Jesus's promise of life everlasting to all who believe in him.

Wife and I think seriously of leaving here about November first, for California for the winter.

Wishing you the best thereis, I

remain.

very truly yours, Caude Mercer.