

**Tyndall,
Robert H.
(General)**

Sept. 29, 1942.

I was informed yesterday that while no one would make any positive statements, that we might expect something definite some time this week as to what, if anything, was going to be done.

I was also informed yesterday that the papers in connection with the sale of the Nautilus Hotel had been received from Washington; that the sale had been approved and the local U. S. Attorneys had been authorized to proceed with the closing of that transaction.

That's about all of the important news at the moment.

Hope it has turned cooler up in your section of the woods. Down here it is just as hot, if not hotter than ever.

Sincerely,



F. R. Humpage.

FRH:AVM
Enclosure

Feb 6, 1932

... Carl G. Fisher

AGREEMENT, Identified as the "Bay View Trust", made this day of February, 1932, by and between CARL G. FISHER, of Miami Beach, Florida and ROBERT H. TYNDALL, of Indianapolis, Indiana, parties of the first and second parts, respectively; WITNESSETH:

WHEREAS, Carl G. Fisher contemplates issuing One Thousand (1,000) shares hereunder of the face value of Ten Dollars (\$10.00) each, to such persons, firms and corporations as he shall see fit;

AND WHEREAS, the ownership of said shares shall be evidenced by a certificate or certificates signed by Carl G. Fisher and countersigned by an officer of The Alton Beach Realty Company, which certificate shall be substantially in the following form:

"Date _____"

This certifies that _____ is the holder of _____ non-transferable Shares of the face value of Ten Dollars each in the Bay View Trust, which he holds subject to an agreement and declaration of trust dated February _____, 1932 and on file in the office of The Alton Beach Realty Company, Miami Beach, Florida, which is hereby referred to and made a part of this certificate.

This certificate is not transferable for any purpose whatsoever and will not be valid until countersigned by an officer of The Alton Beach Realty Company.

(Signed) Carl G. Fisher

Countersigned _____";

AND WHEREAS, Carl G. Fisher has caused The Alton Beach Realty Company to convey Lots Eight (8) and Fourteen (14) of Block Eighty-one (81) of Bay View Subdivision as per plat book 9 at page 110 of the Dade County, Florida, Public Records, to Robert H. Tyndall;

NOW THEREFORE, in consideration of the premises and for a valuable consideration to him in hand paid by Carl G. Fisher, the receipt of which is hereby acknowledged, Robert H. Tyndall, hereinafter called

Robert H. Tyndall

the "Trustee", declares and covenants and agrees with Carl G. Fisher and all Owners of said Shares hereunder, as follows:

1. To hold said lots in trust and sell the same within four (4) years from this date, at the best price obtainable, on such terms as to cash and/or credit, as the Trustee shall see fit and to collect the sums due from such sales;

2. From the proceeds of such sale or sales, when collected, the Trustee shall first deduct the expense of making the sale, the costs of making the collections, his compensation as Trustee, and such other charges as may be permitted under this agreement, and shall then pay the remainder of such proceeds hereinafter in this paragraph called "trust monies", to all persons, firms and corporations holding certificates hereunder, in proportion to their respective holdings, up to the face value of their certificates. If an overplus remains in the Trustee's hands after making said payments, it shall be paid to Carl G. Fisher or to his executors, administrators or assigns; but in the event the trust monies are not sufficient to pay the total face value of the outstanding certificates, then the trust monies shall be paid to the holders of said certificates pro rata in proportion to their holdings. Said shares shall not bear interest;

3. Carl G. Fisher or his executors, administrators or trustees appointed by will or other instrument or instruments shall be permitted at any time to remove the Trustee herein named or any successor, by an instrument in writing, delivered to said Trustee, and to designate such new Trustee under this agreement as he or his executors, administrators or trustees appointed by will or other instrument or instruments, may desire, and in case of such designation the acting-Trustee shall forthwith resign and turn over and convey to such new Trustee so designated the trust property held by the acting-Trustee;

4. The Trustee or any successor Trustee may resign this trust and upon properly accounting for all trust property and conveying said property to his successor Trustee, be thereupon discharged from any and all further liability hereunder, it being expressly agreed that the Trustee or any successor Trustee shall not be liable or accountable for any error in judgment in the execution of this trust nor for any act or omission to act, performed or omitted by him in the execution of this trust in good faith, nor shall the Trustee be liable for the acts or omissions of any officer, agent or servant appointed by or acting for him; and the Trustee shall not be obliged to give any bond to secure the due performance of this trust by him;

5. In the event the Trustee shall die or be unwilling or unable to continue to act as Trustee or shall be removed as hereinbefore provided, or shall resign, and Carl G. Fisher or his executors or administrators or trustees appointed by will or other instrument or instruments shall designate a new Trustee, such new Trustee shall be vested with all the powers and subject to all the obligations granted to and imposed upon the Trustee herein named, and such designation of a new Trustee hereunder shall be sufficient, if and when made by an instrument in writing duly signed and executed by Carl G. Fisher or by his executors or administrators or trustees appointed by will or other instrument or instruments, which instrument shall be annexed to this Trust Agreement;

6. The Trustee shall be entitled to receive as compensation for his services in the administration of this trust, the sum of Fifty Dollars (\$50.00) per annum, which shall be payable out of the proceeds of said sales or sale; and the Trustee shall be authorized in the discharge of his duties to employ counsel and agents, and determine and pay them reasonable compensation, and to incur any reasonable expenses and charges which may be

This agreement and declaration of trust are necessary and proper to incur in the performance of his duties hereunder, and for the purpose of making such payments (excepting only the compensation due the Trustee, which shall be paid out of the proceeds of such sale or sales) and for the purpose of paying taxes, municipal liens and assessments against said lots and other charges necessary for the care of said lots, the Trustee shall have full power to borrow money for such time and upon such terms as he shall see fit, upon a mortgage or mortgages upon said lots or either of them, which said mortgage or mortgages the Trustee is hereby fully authorized to execute and deliver;

7. No recourse of any nature whatsoever shall be had for the payment of said shares against Carl G. Fisher, The Alton Beach Realty Company and/or any officer, director or stockholder of The Alton Beach Realty Company, and each shareholder hereunder must look only to this trust for payment of his shares;

8. The Trustee shall not recognize any person, firm or corporation as a shareholder hereunder without the production to the Trustee of the certificate or certificates for the shares claimed to be owned. In case of the loss or destruction of any certificate of shares hereunder, Carl G. Fisher, or his executors, administrators or trustee appointed by will or other instrument or instruments, may upon such conditions as he or they shall deem expedient, including the giving of a satisfactory bond, issue a new certificate or certificates in the place of the one lost or destroyed;

9. The ownership of shares hereunder shall not entitle the shareholder to any title in or to said lots whatsoever, or to any right to call for a partition or division of the same;

10. This agreement and declaration of trust may be amended or altered at any time upon the unanimous written consent of Carl G. Fisher, or his executors, administrators or trustee appointed by will or other instrument or instruments, and the Trustee and the holders of a majority of all the outstanding shares hereunder; and in case of such alteration or amendment, the same shall be attached to and made a part of this agreement, and a copy thereof shall be filed in the office of The Alton Beach Realty Company, Miami Beach, Florida;

11. Carl G. Fisher agrees that there shall not be outstanding at any time shares hereunder in excess of One Thousand (1,000);

12. It is expressly understood and agreed that the shareholders hereunder shall not assign, pledge, mortgage, transfer or in any way encumber or dispose of their interests in or rights acquired under this Trust Agreement, and that any attempt at assignment, mortgage, pledge, transfer, encumbrance or other disposition of the interests or rights of any shareholder hereunder shall vest no right, title or interest of any kind whatsoever in and to the same to such assignee, mortgagee, transferee, pledgee or other person attempting to acquire any right, title or interest of any kind whatsoever therein or thereto; Provided However, that the executors or administrators of any deceased shareholder hereunder, shall succeed to the rights of said decedent under this trust upon the surrender of the certificate for the shares owned by him;

Each and every holder of shares hereunder, whenever the same from time to time may be issued, agrees (and it is an agreement and condition to which each owner of such shares expressly agrees by his acceptance of the certificate evidencing his shares hereunder) to all of the terms and conditions of ownership and transfer thereof set forth in

This agreement:

This agreement shall bind the respective heirs, executors, administrators and assigns of the parties hereto.

Signed, sealed and delivered
in the presence of:

_____ (SEAL)

AS to Carl G. Fisher

_____ (SEAL)

AS to the Trustee

2 2/477

850

Stub :
 NO. :
 Date :
 To :
 For :
 Bal. Bro't For'd \$:
 Amt. this Certificate \$:
 Bal. carried For'd \$:

MONTAUK BEACH TRUST
 Montauk, New York.

Date _____

This certifies that _____ is the holder of _____ non-transferable shares of the face value of Ten Dollars each in the Montauk Beach Trust, which he holds subject to an agreement and declaration of trust dated February _____, 1932 and on file in the office of The Alton Beach Realty Company, Miami Beach, Florida, which is hereby referred to and made a part of this certificate.

This certificate is not transferable for any purpose whatsoever and will not be valid until countersigned by an officer of The Alton Beach Realty Company.

3 1/2 x 8 1/2
 8 lines
 15 lines

(300)

Stub

MONTAUK BEACH TRUST

Montauk, New York.

No.

Date _____

Date

This certifies that _____

To

is the holder of _____ non-transferable shares of the face value of Ten Dollars each in the MONTAUK BEACH TRUST, which he holds subject to an agreement and declaration of trust dated February _____, 1932 and on file in the office of The Alton Beach Realty Company, Miami Beach, Florida, which is hereby referred to and made a part of this certificate.

For

Bal. Brot. For'd \$ _____

Amt. this certificate \$ _____

Bal. carried For'd \$ _____

This certificate is not transferable for any purpose whatsoever and will not be valid until countersigned by an officer of The Alton Beach Realty Company.

Signed _____

Countersigned _____

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

March 7, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

It would take a Jack LaGorce to express the bewilderment, uncertainty and gloom of the people in this community at the moment. I arrived in the midst of it and will have to wait a few days to send you the \$50.00 I borrowed. It more than got me home and while I had to have the little Essex bumped every morning, as it seemed to resent coming into cold weather, I only had one flat on the way.

The worst thing that is happening here is the gossip about our old bank but while it is, of course, unfair and really criminal, the people are in such a state of mind they like to gossip and have selected this institution as the main topic of conversation. I think the newspapers are doing a great deal of damage also by running the headline that "The Banks Have Permission to open". This is only partly true and if they did, the runs would be almost fatal. Last Saturday, when they were on a limited withdrawal, it was almost impossible to crowd into the lobbies.

Now, regarding the Speedway Water Bonds. You will probably remember, when the Public Service Commission allowed this issue, I arranged, with your consent, to pay the attorneys, Means and Bunting, in these bonds at a price of 66 $\frac{2}{3}$ and there the price was pegged until I tried to sell your bonds a little over a year ago. There was no market but to be in a position to get some cash if needed, I got a firm offer from Elmer Stout of 25, these to be held by him, should he buy them, and he did not want them but would pay that price to keep the bonds off the market and in that manner prevent breaking the market. The only reason he offered this was to furnish you cash in case you wanted it. Immediately upon arrival at Port Washington I told the whole story to Fred Humpage along with other things that there is no need of discussing here. The next thing I knew was a long-distance call from Elmer Stout asking me what in the hell we meant by selling the bonds to a man by the name of Cohen who would only use them to run the market down and why hadn't I advised him of our intention since I was the person the bank had looked to to take

HEADQUARTERS 38TH DIVISION

THE ARMORY, 711 N. PENN. ST.

INDIANAPOLIS, INDIANA

- 2 -

care of their interests and he also wanted to know who Humpage was and what did he have to do with it.

Committing a sale of a few bonds for a few additional points to an enemy of the bank that had extended not only a large but an unsecured line of credit was like comparing a salesman who would be satisfied to make a 5¢ sale of peanuts to a potential thousand dollar customer - and while all of this did not do you any good, it certainly made a monkey out of me at a time when I was trying to reestablish myself with this old institution and the group that manage it. (Cohen was the man who ran adds in the papers offering a ridiculously low price for bank stock and while he was not able to buy it at the prices he offered, it did not do the bank any good and it was done for spite).

The only reason I didn't talk to you about this before was because you had troubles enough and if I would discuss all the disagreeable things that have come up it would be like an old ladies sewing circle. I am only telling you this now to get it off my chest and forget it and the only reason I didn't take the matter up recently is because I didn't want to participate in a fight - but I do not want it construed that just because I tried to win things in a peaceful way I was scared. Another correction, in case such a thing might be thought of, I am not and never have been jealous of any one in the organization and the very fact that I went into full details and laid the cards on the table regarding the bonds and all other plans that I had been working on and then having Humpage, whom I had told all this to, approach someone in Indianapolis without even mentioning it to me would not indicate that I was the one that was jealous.

They are looking up the ruling now to get an opinion on the date that these additional bonds may be released and while it does not amount to a great deal, you can get a few hundred dollars cash.

Now that this is off my chest and on record in writing, I hope I never hear of the thing again.

Although I did not accomplish anything on this last trip, I accumulated a lot of health and had a good time.

Remember me to the gang.

Sincerely,

Bob

Robert H. Tyndall.

*Please show the
letter to Humpage*

March 14th 1933.

My dear Bob:

I have yours of the 7th. Now that the banks are open and Roosevelt has made some very good talks, it perhaps will help revival of business.

It is perfectly wonderful the amount of business that is going on here with closed banks. A \$50,000 cash sale was made on Sunday, through our office, and perhaps you know we sold the Allison Island house for cash. Most of the sales that have been made are made north of Lincoln Road, although a few lots have transferred hands south of Lincoln Road at from \$1,000 to \$1,500 each. A few corners have sold for as much as \$2,500 and there have been a few depression lots sold at \$800.00, but in most of these cases there are considerable tax liens, and sewer liens involved.

On your item of \$2800.00, I would like to give you a couple of lots that are actually worth \$2,800, or one lot worth \$2,800.00 that is not burdened with taxes, but I haven't any lots on which I will not have to pay some back taxes.

A few more buyers of houses are around, and I am in hopes we will find a purchaser for your house.

Yours very truly,

CARL G. FISHER

Mr. R. H. Tyndall,
Headquarters 38th Division,
Indianapolis, Ind.

April 10th 1933.

Mr. R. H. Tyndall,
c/o 38th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

I have been wanting to write you for some time; there is an item to your credit on our books of \$2800.00 and we would like to get it off.

We scrape along from one week to another with a bank account running \$100 one week and from \$1,000 to \$3,000 the next. We are trying to pay taxes, and there is no chance to give you any cash for this for some time, but we are gradually selling some lots, and if it were not for our taxes and interest charges, we could crawl ahead.

I would like to pick you out some lots that would bring you \$2800.00 for this account. My idea is to deed these lots to you, having a value of \$4,000, and then let the boys sell them, and in order to make the book account proper, whatever they bring over the \$2800 net to you, you can credit back to the Company.

There is also an old item in the Minutes which provides for payment of salary to you of \$25,000 a year as long as you live, after my death. I don't know just when I expect to die, but at the time this item was written in the Minutes there was every possibility there would be enough funds to pay you the \$25,000 a year as long as you lived.

This item should be written off the Minutes in some way or another, as it affects the conditions here considerably from several angles. I would like to call your attention to the fact and if you have any suggestions you would like to make in the matter I would like to hear from you. There is of course a possibility of a Receivership any time now, and we are trying to straighten up our books in such shape that we can avoid as many complications as possible. As you know, the Directors can revoke this item, but I don't want to do it, without hearing from you

RECEIVED
C/O CREDIT DEPT
M. H. W. LAMM

R. H. Tyndall - #2

on the subject.

I was in hopes that we would have some sales in our Company that would permit us to offer you at least part of this \$2800.00 in cash, but we are not able to do so, as practically all of our sales have been in the Bay Shere Company, and at the present time we are attempting to get a bond issue to take care of the Hertz mortgage.

We had accumulated \$50,000 to renew this mortgage, but the terms and general conditions were such that we could not get together, and now we have some hopes of being able to float a bond issue that will straighten this matter up, but we haven't yet closed the bond issue, and no doubt will have quite a tough job to do so.

Now there is another question that you might help us out on. I enclose you a letter from a Mr. Marshall, regarding a donation to the Y.W.C.A. There isn't a chance in the world of doing anything with this at this time, and I don't know just when the opportunity will present itself. Will you drop around and see Mr. Marshall and see if I can cancel this subscription with a lot here on the Beach, which they can carry until there is a sale for it?

Best regards,

Yours,

CARL G. FISHER

CGF-HM
Enclosure.

on the subject

E. H. August

April 21st 1933.

Mr. R. H. Tyndall,
c/o 38th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

I am working on another Will layout, and I would like to have you continue to be a Trustee, if that is necessary. I will get some advice from a lawyer this time, as I find my other Will is good anyway, and would only have wound up in a tremendous dog fight. However, I will drop you a note in the next few days.

Yours,

CARL G. FISHER

CGF-HM

HEADQUARTERS 38TH DIVISION
THE ARMY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

Copy
4/28/33

April 15, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I had a talk with Charles B. Marshall, attorney for the Colored YWCA. I explained the situation thoroughly and he tried to pin me down regarding what value and basis you would give a piece of property and if it would free of mortgages etc.

He also wanted me to say that I represented you officially. I told him I did not and for him to write you for the answers to these questions. You will probably hear from him about the time this letter reaches you.

We are still in the wilderness here regarding the banking situation but hope to have some action by the end of the week.

Remember me to the gang.

Sincerely yours,

(Handwritten initials)

Bob

Robert H. Tyndall.

April 28th 1935.

General Robert H. Tyndall
c/o 33th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

Mr. Fisher has referred to me your letter of April 15th, together with letters of April 15th and 22nd received from Chas. B. Marshall, Attorney for the colored Y.W.C.A. in Indianapolis.

I am attaching herewith carbon copy of letter which I have written to Mr. Marshall, which is self-explanatory. I will be glad to have any comments or suggestions you may care to make.

I hope that things are going well with you, and that conditions in Indianapolis are improving, particularly as regards the bank situation in general and as it effects the Fletcher American National Bank.

With the writer's personal regards, we are,

Yours very truly,

THE CARL G. FISHER COMPANY

F. R. Humpage
Vice President.

FRE-HM
Enclosure.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

April 21, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I have had several talks with Jack Trimble and the reason he brings the subject up, I suppose, is because I sold him the securities in Miami Beach. He wants additional securities to put with the trustee until the Lincoln Loan is reduced considerably. I, of course, told him that your best assets were in a stock company, the Bay Shore Company, and not set up in a manner that you could deed any particular piece of ground. He ask the value of the stock of this company and when I told him he said he would like to have ten shares of the Miami Beach Bay Shore Company given to the trustees as additional collateral on the Lincoln Loan.

He ask me to write you this and I hope you feel that I am not butting into your affairs. He has taken an awful rap here locally - much more that I had any idea of.


I have an opinion from Rappaport, the attorney who set up the Land Trust Certificate structure, that you do not have an equity in the property until the last payment is made. In other words, no one can grab this property away from you under any condition, and if a catastrophe should happen, and the hotel would earn its rental during the lifetime of the lease, anything over and above this would be yours and could not be taken away from you and if Trimble should extend the last payment for rental, from time to time, through the trustee, you could continue to have this revenue.

I think if you study this you will find it a most valuable opinion, and since every-body, now days, appears to be grabbing every pound of flesh they can, it is well to know this.

We are asking an opinion from the Attorney General of this state regarding the new tax laws as to whether these Land Trust Certificates are taxable or not. The last Lesiglatre in this State passed 57 different tax laws.

I notice the Tweed house burned to the ground. Am glad to know that your property didn't go too.

Yours,


Robert H. Tyndall.

April 27th 1935.

General R. H. Tyndall,
c/o 58th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

I have yours of the 21st, and have asked Fred Humpage to get out a statement of the condition of the property south of the Lincoln, also the transfer of the lot. This can be added to the Lincoln security I think, without any complications, and will be better security than the Bay Shore stock, inasmuch as it will be of assistance to the Lincoln on income, and furnishes the extra grants necessary for this addition.

This additional security of course cost a great deal more than \$20,000, also there was considerable doubt as to the action the bondholders would take for transferring the additional Bay Shore stock. However, Humpage will be able to work this plan out today or tomorrow, and will write Jack giving him full particulars.

You can depend upon it that we want to hang on to the Lincoln Hotel, as it has proven over a long stretch of years, one of the best assets we have. We think next year we can generally get \$1.00 more per day per room than we did this year, on part of the rooms, but with reduced prices which perhaps will stick for a long time, we are facing trouble to meet the amortization, without thirty additional rooms, European plan.

Yours,

CARL G. FISHER

CGF-IM

April 27th 1935.

General R. H. Tyndall,
c/o 88th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

I have yours of the 21st, and have asked Fred Humpage to get out a statement of the condition of the property south of the Lincoln, also the transfer of the lot. This can be added to the Lincoln security I think, without any complications, and will be better security than the Bay Shore stock, inasmuch as it will be of assistance to the Lincoln on income, and furnishes the extra ground necessary for this addition.

This additional security of course cost a great deal more than \$20,000, also there was considerable doubt as to the action the bondholders would take for transferring the additional Bay Shore stock. However, Humpage will be able to work this plan out today or tomorrow, and will write Jack giving him full particulars.

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Yours,

CARL G. FISHER

CGF-HM

May 13th 1933.

General Robert H. Tyndall,
c/o 33th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

Just learned yesterday that you had closed out your house. Am very sorry you didnot send me a wire on this deal.

There are only four corners left on the Golf Course along Alton Road, and there is some strong bidding for them, in spite of the fact that the prices have advanced considerably in the last thirty days. However, I suppose you feel better to have the house off your hands and the cash in the bank.

Would certainly like to hear something from somebody regarding the banking affairs up there.

We are selling some property, mostly Bay Shore property, in fact hardly selling anything of Alton Beach property.

There is a building boom on, and we are already ahead of any previous year for the past four years at this time, and I believe we are going to see a tremendous building boom here the rest of the season, unless as you know, something unusual happens.

Yours,

CARL G. FISHER

CGF-HM

Tyndall

April 10th 1923.

Mr. R. H. Tyndall,
c/o 38th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

I have been wanting to write you for some time; there is an item to your credit on our books of \$2500.00 and we would like to get it off.

We scrape along from one week to another with a bank account running \$100 one week and from \$1,000 to \$3,000 the next. We are trying to pay taxes, and there is no chance to give you any cash for this for some time, but we are gradually selling some lots, and if it were not for our taxes and interest charges, we could crawl ahead.

I would like to pick you out some lots that would bring you \$2500.00 for this account. My idea is to deed these lots to you, having a value of \$4,000, and then let the boys sell them, and in order to make the book account proper, whatever they bring over the \$2500 net to you, you can credit back to the Company.

There is also an old item in the Minutes which provides for payment of salary to you of \$25,000 a year as long as you live, after my death. I don't know just when I expect to die, but at the time this item was written in the Minutes there was every possibility there would be enough funds to pay you the \$25,000 a year as long as you lived.

This item should be written off the Minutes in some way or another, as it affects the conditions here considerably from several angles. I would like to call your attention to the fact and if you have any suggestions you would like to make in the matter I would like to hear from you. There is of course a possibility of a Receivership any time now, and we are trying to straighten up our books in such shape that we can avoid as many complications as possible. As you know, the Directors can revoke this item, but I don't want to do it, without hearing from you

R. H. Tyndall - #2

on the subject.

I was in hopes that we would have some sales in our Company that would permit us to offer you at least part of this \$3800.00 in cash, but we are not able to do so, as practically all of our sales have been in the Bay Shore Company, and at the present time we are attempting to get a bond issue to take care of the Hertz mortgage.

We had accumulated \$50,000 to renew this mortgage, but the terms and general conditions were such that we could not get together, and now we have some hopes of being able to float a bond issue that will straighten this matter up, but we haven't yet closed the bond issue, and no doubt will have quite a tough job to do so.

Now there is another question that you might help us out on. I enclose you a letter from a Mr. Marshall, regarding a donation to the Y.W.C.A. There isn't a chance in the world of doing anything with this at this time, and I don't know just when the opportunity will present itself. Will you drop around and see Mr. Marshall and see if I can cancel this subscription with a lot here on the Beach, which they can carry until there is a sale for it?

Best regards,

Yours,

CARL G. FISHER

CGF-FM
Enclosure.

HEADQUARTERS 38TH DIVISION

THE ARMORY, 711 N. PENN. ST.

INDIANAPOLIS, INDIANA

April 12, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Have your letter of the 10th. I had assumed that the board had adopted a resolution revoking the agreement with me for \$25,000 a year at their last meeting and I was also positive, until I examined the extracts of the minutes, that the whole thing was contingent on my being employed by you at the time of your death. I find, upon examination, that this was not the wording and, of course, it is a contingent liability. I am returning both original and copy of this agreement and if Mahan will draw up a release I will sign it at once so that it will act until your next board meeting when the whole thing can be revoked. In the meantime, this letter will act as a release.

Regarding the \$2,800 set up to my credit. That was set there in case a catastrophe happened and if the wolves were grabbing everything, I might get a little out of it. I was not expecting you to do anything about it.

The agreement of \$25,000 a year and the item of \$2,800 really doesn't affect your statement at this time, as it is impossible to borrow on the statement anyway but might be a few dollars less for the receivers to grab, and you, personally, would not be affected one way or the other.

Regarding the \$11,000 of the Colored YWCA. I had a talk with these people six months ago and told them then that you would not be in a position to pay them any more on your donation till the whole country was back on its feet and certainly this would not be under five years. They seemed perfectly reconciled to this and assured me that you would not be bothered again. However, I will call on them tomorrow and explain that when the country is again in a prosperous condition and people begin to buy property in greater amounts than they are now, that they need not to expect anything.

Everyone here is between a sweat and a stew waiting for the old bank to open up. There are many things I would like to tell you but, of course, cannot put in writing.

There is an item I've been wanting to write you about. You had me made trustee on lots 8 and 14, Block 81, Bay View Sub-division, to issue certificates as part payment for some of your employees. I believe this

HEADQUARTERS 38TH DIVISION

THE ARMORY, 711 N. PENN. ST.

INDIANAPOLIS, INDIANA

- 2 -

should be handled by someone close to you in your organization and would recommend that Muhr draw up the proper papers for me to sign transferring this trusteeship.

Remember me to Margaret, Frankie and Earl and the gang.

Sincerely yours,



Robert H. Tyndall.

2 enclosures.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

May 15, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

While I have been in on the plans that the bank was trying to make, I have not been at liberty to discuss them until today and it was not until last Saturday that the Government approved the plan for the new bank. I am enclosing a printed copy that was mailed out last Sunday but you probably have one of these copies yourself by now.

All of the assets of the old bank will be liquidated by a conservator and that will include your paper and, of course, if the country is good your paper is good and eventually the old stockholders should get their money back. Over \$10,000,000 of that kind of paper set aside. Since the Government is loaning an equal amount, they will probably not only name the conservator but will hold the whip hand regarding the new board of directors.

It is pretty tough to see the old bank pass out of existence but the very liberal manner in which they loaned money got them into trouble when they were called on to pay depositors. Jack Trimble, Charles Sommers and Tom Taggart hold the big end of the sack. The new plan, if and when it goes over, will relieve them of the double liability.

In my visiting around town I find a very favorable attitude towards the bank and there is no doubt that since it has been on a restricted basis business in general in this locality has suffered and it is a relief to at last have some definite plan to work upon.

The sale of my home is not complete and it may not go through but, being such a great distance where I can not look after it, the sooner I get rid of it the better - because property does deteriorate and I need cash for ham and eggs. I thought I would sell my house to Arthur Heiskell from here but he got such a low quotation on a bay-front lot that he has decided to build. Pete Chase should follow this up with him but I presume he has.

Am glad to hear the good reports.

Yours,


Robert H. Tyndall.

May 18th 1933.

Mr. R. H. Tyndall,
c/o 38th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

I have yours of the 15th, and for your sake I hope your deal didn't go through. I don't know what the actual offer was, but it is rumored that it was ridiculously low.

There are only three corners left on the west side of LaGorce, and two new houses have been started within the past week or ten days, one on the extreme north end of Alton Road, and the other on the extreme south end.

Earl Kiser was anxious to sell his lot for \$4,000 three months ago, his price now is \$3800.00 and he is going to get it.

If the furniture in your house is of any value at all to Dean, I would advise that it be reserved in this sale, the house would actually bring more money without the furniture if it was cleaned up, the windows polished a little bit, etc.

If the sale does not consummate in a few days, write me and tell me just how much money you want out of it, and let me give you a little advice.

There is quite a building boom on here, - for instance, we have sold more property since the first of May than we sold last year from May 1st to November 1st.

Margaret suggests that last year Jack LaGorce was very much interested in your house, and I believe it was priced at \$12,000. Why don't you write Jack a letter on this subject.

If you do not sell the house to Jack, or to your present prospect, it is an absolute cinch that you can get \$15,000 for this house on this corner next season, and perhaps it might be raised to \$16,000 or \$17,000. Yours is one of the most desirable lots on the Beach. Wish I had a chance to see you again before going North, I am still hanging on with some little business.

Yours,

CGF-HM

CARL G. FISHER



THE FLETCHER AMERICAN NATIONAL BANK
INDIANAPOLIS

May 15, 1933.

To the Depositors of
The Fletcher American National Bank:

How you can protect your interests through the reorganization of this bank is set out in detail in the enclosed circular.

Before reading this printed explanation please understand that the plan was adopted by the Federal government to safeguard your interests as a depositor. There are two things you and other depositors are required to do before the plan can become effective. These things should be done immediately.

First, the government requires that there must be written consent to the plan by depositors representing at least 75% of total deposits. Note the pink form enclosed for you to sign to make this release. Please mail this to us immediately, so that this first step of reorganization can be accomplished without delay.

Second, in order to make the plan effective, \$1,800,000 must be subscribed by depositors and present stockholders in common stock to match the money that is being subscribed by the U. S. Government for preferred stock. We would suggest that you fill in the blue blank for at least 25% of the amount of your present restricted deposit in the bank. Make your subscription in multiples of \$18 a share. If there is an over-subscription adjustment will be made by our committee.

Third, sign the consent to transfer your unrestricted balance as released from the old bank to the new bank. This is the white sheet.

We urge you to sign all three of these forms and mail them today. Your cooperation and quick action is vital to you, the other depositors, and to the welfare of this city and state.

Of course, you understand that all deposits made since February 25 are unrestricted under all circumstances.

Very truly yours,

THE RE-ORGANIZATION COMMITTEE.

J. H. Trimble, Chairman
Charles B. Sommers, Vice-Chairman
Fred Hoke
Fred Millis
William J. Mooney
G. Barret Moxley
Roy C. Shaneberger
Guy A. Wainwright.

Summary of Plan for Disposition of Deposits of
THE FLETCHER AMERICAN NATIONAL BANK
and organization of
THE AMERICAN NATIONAL BANK

THE PLAN approved by the Comptroller of the Currency, The Federal Reserve Bank of Chicago, and the Reconstruction Finance Corporation provides for the organization of a new bank to operate under the name of the American National Bank at Indianapolis.

The new bank will have capital, surplus and undivided profits of \$3,600,000 of which \$1,800,000 is to be subscribed by stockholders and depositors of The Fletcher American National Bank and others, and preferred stock of \$1,800,000 is to be subscribed by the Reconstruction Finance Corporation.

The management of the new institution will be subject to the approval at all times of United States government officials.

With the opening of the new bank, 50 percent of the now restricted deposits of The Fletcher American National Bank will be made available immediately to the depositors.

The remaining 50 percent of the restricted deposits will be made available to depositors when, and as soon as, the trustees can liquidate approximately \$11,000,000 of the non-liquid assets of the old bank.

The stock subscriptions of depositors may be paid by use of all or a part of the deposits to be made available upon the organization of the new bank.

No further withdrawals may be made from present restricted deposits now held by The Fletcher American National Bank until the new capital is subscribed and paid in and until stockholders and depositors of The Fletcher American National Bank approve the plan as specified in the attached statement (with the exception that 5 percent of deposits as of February 25, 1933, not already withdrawn is still available for withdrawal, as well as new funds deposited since February 25, 1933). In the meantime there will be no interruption of the business of The Fletcher American National Bank.

All deposits made since February 25 are unrestricted under all circumstances.

Answers to Questions

THAT DEPOSITORS MAY ASK

Why did The Fletcher American National Bank not open with 100 percent payment to depositors?

For ninety-four years The Fletcher American National Bank and its predecessors have fought shoulder to shoulder with the people of Indiana and with our business institutions to develop our city and state. When the world's greatest economic and financial upheaval had its beginning almost four years ago, The Fletcher American Bank, in accordance with its policies of public service, continued its efforts to protect property, business and employment. Any other policy would have destroyed some of the oldest industries of the community.

Then came severe financial disturbances, national and international in scope, shaking public confidence in institutions and in the financial soundness of the government itself. During this period of stress, your bank suffered severely from the general financial unrest, with withdrawals approximating \$16,000,000 of the \$35,000,000 on deposit.

The fact that your bank could pay out such a vast sum to depositors under prevailing conditions disclosed a strong degree of ability to meet more than the normal demands of depositors, but resulted in an impairment in the liquidity of the institution.

Following the national banking holiday, due to the uncertainties of future depositor demands and to slow or depreciated investments and to decreased liquidity resulting from withdrawals, the Secretary of the Treasury saw fit not to permit the bank to open on a "100 percent-deposit-withdrawal basis."

Since that time constant effort has been devoted to obtaining government approval of a plan for reorganization and added capital strength.

How will the depositor stock subscription plan work?

For the purpose of illustrating the plan, let us assume that you have \$360 in restricted deposits in The Fletcher American National Bank.

If and when, stockholders and depositors approve the plan and subscribe \$1,800,000 to provide the capital, surplus and undivided profits for the new bank, 50 percent or \$180 of your now restricted deposits will be made available to you.

The new shares will be sold for \$18.00 each. Of this amount, \$10.00 will go to capital, \$4.00 to surplus and \$4.00 to undivided profits.

It is apparent to us that in order to raise the new capital for the new bank, you should authorize at least one-fourth of your present restricted balance to be used for the purchase of stock in the new bank. With your balance of \$360 you should subscribe for at least five shares at \$18 per share, total \$90.00.

If there is an over-subscription, adjustments will be made by our committee.

* * *

What are the prospects for the new bank?

The American people have confidence in the financial integrity of their government and the government is to participate in providing capital for the new bank and in co-operating in its management. In other cities where similar banks have been organized, money has come out of hoarding and the banks have enjoyed a satisfactory growth.

The fact that the United States government will match your stock investment dollar for dollar in the purchase of preferred stock should establish confidence in the future of the institution.

The net operating profits of the bank prior to the depression were sufficient to justify expectations

of reasonable earnings on the stock of the new bank.

The new bank will begin operations with unusual cash liquidity, its loans only the most desirable and of unquestioned soundness. It could pay 100% of its deposits in two or three days.

* * *

Does my stock subscription in the new bank provide me an opportunity to serve my city and state?

The employers of an unusually large percent of all the men and women now on Indianapolis payrolls have used the services of The Fletcher American National Bank.

There are approximately 50,000 depositors who today have balances with The Fletcher American National Bank.

Banks in almost all of the ninety-two counties of Indiana (approximately 300 banks) maintain accounts at The Fletcher American National Bank.

The immediate release of these funds would provide a new source of buying power and business activity.

What will happen if this stock is not subscribed?

It will mean that no certain percentage of your restricted deposits will become immediately available.

It would mean an indefinite time for you to wait before any part of your restricted deposits would be available for your uses.

It will probably mean that all the assets of the bank will be placed into forced liquidation.

It would mean severe sacrifice to many business institutions—more business inactivity, less employment, and an unfavorable business situation that would affect adversely the individual interest either directly or indirectly of citizens of this community.

It would mean a more costly method of liquidating slow assets and would probably greatly reduce the amount of recoveries on non-liquid assets.

It would mean a tendency to liquidate assets in a manner that would seriously affect the market values of property.

Act now to protect your personal interests and the business of this community.

Notice of Plan for Reorganization of Fletcher American National Bank of Indianapolis

To the Depositors, Creditors and Stockholders of Fletcher American National Bank of Indianapolis:

Please take notice that it is proposed to reorganize the affairs of this bank in the manner described in the Plan of Reorganization herewith enclosed by and with the written consent of depositors and other creditors of said bank, representing at least 75 percent in amount of its total deposits and other liabilities as shown by its books, and the written consent of stockholders holding at least two-thirds of its outstanding capital stock, pursuant to the provisions of the Bank Conservation Act. The said plan has been approved in principle by the Comptroller of the Currency, the Federal Reserve Bank of Chicago, the chief national bank examiner and Reconstruction Finance Corporation. You are accordingly notified that said plan will be put into effect at the expiration of 15 days from this date or so soon thereafter as the requisite consent of depositors and other creditors and of stockholders shall have been obtained and all other necessary steps shall have been completed.

Dated at Indianapolis, Indiana this 15th day of May, 1933.

REORGANIZATION COMMITTEE: J. H. TRIMBLE, *Chairman*
CHARLES B. SOMMERS, *Vice-Chairman*
FRED HOKÉ
FRED MILLIS

WILLIAM J. MOONEY
G. BARRET MOXLEY
ROY C. SHANBERGER
GUY A. WAINWRIGHT

THE PLAN

I. NEW BANK

A new national bank will be organized to be called American National Bank at Indianapolis. (Throughout this plan this bank will be referred to as the New Bank. The presently existing Fletcher American National Bank will be referred to as the Old Bank). Eighteen thousand shares \$100 par value preferred stock of the New Bank will be sold to Reconstruction Finance Corporation at par. One hundred thousand shares of \$10 par value common stock of the New Bank will be sold at \$18 per share to anyone desiring to subscribe. The capital structure of this New Bank will therefore be:

Capital	\$2,800,000
Surplus	\$ 400,000
Undivided Profits	\$ 400,000

The articles of association of this New Bank relative to the

preferred stock will contain the standard provisions required by Reconstruction Finance Corporation known as R. F. C. Form PF1. A copy of this form is on file at the Old Bank and may be inspected by any interested person. This form among other provisions gives to the holders of preferred stock a preferential right to cumulative dividends at 6 percent per annum and voting rights of ten votes for each \$100 par preferred share to one vote for each \$10 par common share. Voting power of the preferred stock is cumulative as to the election of directors. Dividends on the common stock are limited in any one year to 3 percent of paid-in common capital, surplus and undivided profits of the New Bank as of the date of organization so long as any of the preferred stock is outstanding.

Any person desiring to do so may subscribe to the common stock of the New Bank. Present stockholders of the Old Bank will, however, purchase at least one-third of this stock.

(Continued on page 4)

II.

ASSUMPTION OF LIABILITY BY NEW BANK

The New Bank by appropriate contract with the Old Bank will agree to assume:

- (a) 100% of the deposit and other liabilities of the Old Bank preferred by law;
- (b) 100% of the deposit liability of the Old Bank on deposits made subsequent to February 25, 1933, subject, however, to notice required by the Bank Conservation Act;
- (c) 50% of all other deposit liability of the Old Bank except secured deposits.

III.

PAYMENTS BY OLD BANK

The Old Bank will pay direct:

- (a) 50% of all secured claims, and collateral pledged for secured claims will be redeemed or sold as may best serve the interest of all creditors in each case and the proceeds of such sale or redemption will be paid to the creditor secured up to amount equal to the balance of his claim;
- (b) 50% of all deposits made under Order of Court;
- (c) 50% of all other liabilities of the Old Bank not assumed in whole or in part by the New Bank.

IV.

ASSETS OF OLD BANK

The Old Bank will transfer to the New Bank cash and liquid assets equal to the amount of all liabilities assumed by the New Bank. In order to increase the amount of cash available for transfer, the Old Bank will first borrow from the Reconstruction Finance Corporation \$1,200,000 and will pledge as security for such loan slow assets which would not be acceptable to the New Bank. The Reconstruction Finance Corporation will look only to the collateral pledged to it for the repayment of this loan and will agree not to take recourse to the double liability of stockholders of the Old Bank in the event of any deficiency in the collateral pledged.

The Old Bank will transfer to Frank C. Bopp, R. C. Shanberger, and Lucius S. French, as Trustees, a reserve equal to 50% of all its known contingent liabilities. Any portion of this reserve not required to meet such liabilities will be held by the said Trustees upon the same terms and for the same purposes as other assets transferred to them as hereafter explained.

All other assets of the Old Bank (including equities in any pledged collateral) not:

- (a) Transferred to the new bank, or
- (b) Used to meet liabilities of the Old Bank, not assumed by the New Bank,

will be transferred to the said Trustees. Successor Trustees will be appointed by the Probate Court of Marion County, Indiana. The New Bank will not act as such Trustee at any time. Certificates of Interest in these assets will be issued by the Trustees to all depositors, and other creditors of the Old Bank not paid in full in an amount equal to the remaining 50% of their claims.

The Trustees will hold these assets (and equities) upon the following trusts in the order set forth:

- (a) To pay, pro rata with other creditors of the Old Bank any creditor establishing claims (if any) against the Old Bank not known to exist at the time of the reorganization.
- (b) To permit the New Bank to substitute on a face value basis plus accrued interest or less discount any loans or discounts taken over by it from the Old Bank for any of the trustee assets or the proceeds thereof for a period of two years from the date of reorganization;
- (c) To pay ratably dividends to all holders of certificates of interest up to the face amount thereof plus interest at the rate of 3% computed on successive balances. Interest, however, will be paid only after the principal amount of each certificate has been paid in full;
- (d) To pay any balance to stockholders of the Old Bank of record on the date of reorganization.

The Trustees will have wide management power relative to the administration and liquidation of the trustee assets. The Reconstruction Finance Corporation will however reserve its usual rights in its discretion to assume control of the administration and liquidation of all assets pledged to it, so long as its loan is unpaid.

V.

WAIVER OF CLAIM

All depositors and other creditors and contingent creditors of Old Bank except:

- (a) Those whose claims are being assumed in full by the New Bank;

(b) Secured creditors; are asked to waive 50 percent of their claims against the Old Bank and to accept in lieu of such claims Certificates of Interest as above provided.

Secured creditors whose security and 50 percent dividend is insufficient to pay their claims in full are asked to take Certificates of Interest in the trustee assets of the Old Bank for the remaining 50 percent of their claims, but will be permitted to receive on account of such certificates only the balance of their claims not realized on receipt of the 50 percent dividend and the sale of the security held by them.

VI.

MISCELLANEOUS

Obligations of depositors to the Old Bank will be offset against deposits prior to the execution of the plan.

All reasonable and legitimate expense incident to the carrying out of this plan except expense incident to the organization of the New Bank will be met by the Old Bank.

The New Bank will make application to the Federal Reserve Board for trust powers. If the application is granted, appropriate steps will be taken by court petition and order, solicitations or otherwise, to acquire for the New Bank the desirable trust business of the Old Bank.

No security companies will be affiliated with the New Bank. The New Bank will occupy the existing banking quarters of the Old Bank and will take over the safety deposit facilities of the Old Bank.

The loan by Reconstruction Finance Corporation to the Old Bank will be further secured by 60,000 shares of common stock of the New Bank or such portions thereof as it may require, which will be purchased and pledged by stockholders and depositors of the Old Bank and their friends.

A Conservator of the Old Bank will be appointed for the purpose of supervising the preliminary steps of this plan. The Comptroller of the Currency will, however, terminate conservatorship prior to the final steps of the plan.

This plan will become effective pursuant to the provision of the bank conservation act when depositors and other creditors of the old bank (other than those who will be paid in full) representing at least 75% in amount of its total deposits and other liabilities and stockholders owning at least two-thirds of its capital stock shall have consented in writing to the plan.

This plan has been approved in substance by the Comptroller of the Currency, the Chief National Bank Examiner, the Federal Reserve Bank of Chicago and the Reconstruction Finance Corporation. Any necessary license will be obtained from the Secretary of the Treasury to carry out all the contemplated steps of the plan.

This plan is to be put into operation on or before July 1, 1933, unless the Comptroller of the Currency shall extend such date. Any subscription, consent, waiver, agreement, or pledge executed pursuant to the plan shall become void unless the plan shall have been put into operation prior to such date or prior to any extension thereof by the Comptroller of the Currency.

Minor changes not adversely affecting the substantial rights of any interested party may be made in this plan by the undersigned Reorganization Committee in its discretion. All parties assenting to this plan shall be deemed to assent to any such changes as may be made therein pursuant hereto.

Dated at Indianapolis, Indiana, May 15, 1933.

REORGANIZATION COMMITTEE

J. H. TRIMBLE, *Chairman*
CHARLES B. SOMMERS, *Vice-Chairman*
FRED HOKE
FRED MILLIS
WILLIAM J. MOONEY
G. BARRET MOXLEY
ROY C. SHANBERGER
GUY A. WALNWRIGHT

The New Bank—an Editorial

The mythical phoenix rose from its own ashes, mightier than ever. The Fletcher American National bank now is prepared to emerge from the wreckage of the bank holiday as one of the strongest institutions in the country.

This is a stinging rebuke to idle and vicious people, who, through ignorance and downright mischievousness, have busied themselves with peddling rumors about the bank.

Under the proposed reorganization plan, the republic itself, through the Reconstruction Finance corporation, is the chief stockholder of the new institution, which is to bear the name "American National Bank."

If any one still harbors foolish notions about its soundness, this should answer them. The government never could permit one penny of assets of its own bank to become impaired any more than it could afford to default on its Liberty bonds.

Fifty per cent of the depositors' money, which has been tied up for weeks, will become available if the plan is approved. This will be as salutary to Indiana business as a blood transfusion to a sick man. But depositors will use poor judgment if they then rush to draw out more cash than they actually need.

There will be a few zanies who will do this, but they are the type of individual who spends his summers rocking canoes, then goes hunting in the fall and shoots at rustlings in the bushes.

One man more than any one else has brought this reorganization, which, when completed, will give Indianapolis banking the

cleanest slate of any community in the country. He is Governor Paul V. McNutt.

He has worked tirelessly, night and day, traveling back and forth to Washington almost weekly, reasoning with financial experts and arguing with politicians to save those depositors.

He has not talked about it nor has he sought to make political capital of it. No matter how long he remains in office, he can not perform a finer public service.

In the last analysis, however, neither Governor McNutt nor the federal government can make this reorganization effective. They have made it possible for the depositors to get the use of half their money and the other half stands an excellent chance of coming back to them through gradual and sensible liquidation. There even may be something left over for the stockholders.

It is up to the depositors and the stockholders of the Fletcher American bank to decide whether they want this plan or the alternative of a disastrous liquidation, with possible double assessment of shareholders and consequent heavy damage to the whole community. There is little doubt of the course that they will choose.

The Fletcher American for years nurtured industry in this state. Its policy was a constructive one.

It has earned the gratitude of the community. The people, by repaying this obligation now, will earn rich rewards in the end for themselves.

—The Indianapolis Times

BANK REORGANIZATION

Federal approval of a reorganization plan calling for the creation of a new bank to take over the quarters and business of the Fletcher American National Bank encourages the state to believe that a way will be found to solve the most perplexing of its banking problems. In nearly a century of experience the bank has accumulated strength and prestige. Its main field was the industrial and mercantile business of Indianapolis and other cities in the state. Recognition of its tradition was registered in the fact that 288 banks in the state used it as their depository. Its failure to reopen on an unrestricted basis after the bank holiday thus seriously affected the banking service of many communities and thousands of individuals.

The reorganization plan to which the controller of the currency, the reconstruction finance corporation and the Chicago federal reserve district bank board have given approval, according to local announcements, calls for founding a new institution, to be

known as the American National Bank, with a subscription of \$1,800,000 from investors. The remainder of the working capital is to be provided by a preferred stock subscription and loan from the reconstruction finance corporation. The whole operation is, of course, contingent on the purchase of stock and the consent of depositors and stockholders in the present bank to the arrangement.

Under the proposed reorganization plan as announced by a committee of stockholders in the Fletcher American bank, the reconstruction finance corporation will advance a loan of \$1,200,000 and subscribe for preferred stock to the value of \$1,800,000, on condition that its requirements for protection of its investment are met. This implies a desire to bring federal funds to the aid of the project under a plan that has been generally followed in other communities. Approval by the government will, it is assumed, follow the presentation of a working plan based on thorough consideration of the various factors involved.

—The Indianapolis News

IMPROVED BANKING OUTLOOK.

THE announcement from Washington that plans have been completed for the clearing up of the restrictions under which the Fletcher American National bank has been operating since the banking holiday is good news to the city and all the state. The reconstruction finance corporation and those directly interested in the bank are putting up new capital for a new institution which should be in operation within a short time. The details are not of as much interest to the public as is the fact that the millions in resources that have been tied up for weeks are to be released, 50 per cent at once and the rest as may be worked out later.

The Fletcher American National bank is one of the leading and oldest financial institutions in Indiana, having been in existence nearly a century. It has been a factor in the upbuilding of city and state industries and institutions. The fact that its sponsors and the officials of the reconstruction finance corporation have joined in a plan whereby the new institution is about to resume operations under a program that will insure complete confidence in its usefulness and stability is gratifying not alone to depositors, but to every one interested in the welfare of the community.

—The Indianapolis Star

Depositors' Stock Subscription Agreement

AMERICAN NATIONAL BANK AT INDIANAPOLIS

(Being Organized)

To CHARLES B. SOMMERS, WILLIAM J. MOONEY, GUY A. WAINWRIGHT, ROY C. SHANEBERGER, G. BARRET MOXLEY, FRED HOKE, FRED MILLIS, and J. H. TRIMBLE; *Reorganization Committee.*

In consideration of the organization of a new national banking association under the name of American National Bank at Indianapolis (herein termed the "Bank") (or such other name as the Comptroller of the Currency may approve) and of the subscriptions of others to the capital stock thereof, the undersigned hereby subscribes for

.....shares of the common capital stock of the Bank having par value of Ten Dollars per share and agrees to pay therefor the sum of Eighteen Dollars per share in accordance with the following terms and conditions:

The Bank shall be organized pursuant to and in accordance with the provisions of a Plan of Reorganization dated May 15, 1933, signed by the above Reorganization Committee, a copy of which is attached hereto and made a part hereof.

The undersigned is a depositor having a restricted balance in Fletcher American National Bank of Indianapolis. This subscription is payable only out of that portion of such restricted balance remaining after the said Plan is put into effect. If the said balance is insufficient to pay in full for the number of shares here subscribed for this subscription shall be deemed to be reduced to the largest number of full shares which can be paid for at the subscription price herein set forth out of such balance.

The Reorganization Committee may reject this subscription or may allot to me a less number of shares than herein subscribed for.

The undersigned hereby irrevocably assigns to J. H. Trimble, Wm. J. Mooney, Roy C. Shaneberger, Guy A. Wainwright, G. Barret Moxley, Fred Hoke, Fred Millis, and Charles B. Sommers, or any one or more of them, as the Reorganization Committee for the Bank with full power of substitution and appointment the right to receive, assign, pledge, sell or transfer such amount of the said balance of the undersigned as is necessary to obtain the funds wherewith to pay for the subscription price as herein set forth and irrevocably empowers and directs the members of such committee with full power of substitution and appointment as agent for the undersigned to receive and receipt for such funds and apply the same to the payment of the subscription price as herein set forth, hereby granting to the members of such committee full powers to deal in such manner with the right hereby assigned as may be necessary or expedient in their discretion to cause such funds to be made available and such payment to be made.

Payment of this subscription shall be made as above provided at such time and place, in such manner and upon such notice as shall be determined by the Reorganization Committee in their discretion.

The Bank shall have initially a Board of Directors to be selected by the Reorganization Committee and incorporators of the Bank, and the Articles of Association of the Bank shall provide that such persons shall serve as its Board of Directors until the first regular annual meeting of the shareholders of the Bank. The undersigned hereby consents that the persons so selected shall serve as such Board.

A certificate for the stock allotted to me pursuant hereto shall be issued in the name of and forwarded to the address given below as soon as practicable after full payment of the subscription price of such stock as herein set forth.

DATED....., 1933.

.....
Name of Subscriber

WITNESS:

.....
Address of Subscriber

.....
NOTE: Signature should correspond with signature used by subscriber in signing checks on or withdrawing funds from Fletcher American National Bank of Indianapolis.

May 18th 1933.

General Robert H. Tyndall,
c/o 38th Division Headquarters,
Indianapolis, Ind.

Dear Bob:

Note yours of the 15th.

That bank of yours has the sympathy and good will of a lot of people. Every opportunity I have I tell a lot of people what the bank has done in the past.

Some time since, it looked like I had a buyer for my house, if I cut the price down to the mortgage, and I considered it, ~~but~~ our associates in New York advised against it. If times come back we will sell this property, and this is one piece of paper that your stockholders can bank on getting their money from, some day, and some time, and don't forget that I am not letting any opportunity go.

Margaret traded one of the little Bay Shore houses, next to Earl Kiser, and we got a lot of material from the Montemare School, and built a garage, and added an extra room, and with some paint and palm trees, it is going to look very good, and we will probably move into this next Fall, leaving the big house to be ready for sale, incidentally cutting my expenses down about \$500.00 a month.

Let me hear from you at once.

Yours,

CARL G. FISHER

P.S. I am enclosing you some bond circulars, you may somebody who wants a good 7% security. We actually have on hand almost \$100,000 now accumulated for retiring of these bonds. This however, is for your confidential information. We only had \$50,000 on hand when we started to print this circular.

C.G.F.

CGF-HM
Enclosure.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

May 22, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Have your letter of the 18th. My only answer is that I advise anyone to buy when I sell and sell when I buy.

The cheapening of the dollar by the president did make commodities and real estate increase in dollars. There was a great deal of talk about what the president was going to do. There was a difference of opinion as to what effect it would have. There is a difference of opinion now as to whether the beneficial prices will continue. For instance, stocks that are earning less than they were are selling at a higher price - which is not sound and cannot last unless this boost given by deflating the currency will keep the old engine going.

I had taxes to pay and sold my corn for 10 $\frac{1}{2}$ ¢. Those who could afford to hold their corn got twice as much after the president's action. This may help the farmer get out of debt and put him on a purchasing basis. The agricultural people are gambling that it will. Result is that tinplate mills on the U S Steel Corporation here in Indiana are going full blast.

Of course the cheap cars are helping them also. Willys, as you know, were in trouble to meet their pay-roll. The three brothers who have a garage and show room near my house went up and put real money on the line and bought 1,000 cars that they are bally-hooing for \$333.00 and they will take your second-hand car or your watch, ring or your wife's ear-rings as down-payment. All of this helps employment and may be one of the influences that will keep this up-swing going. For your sake I hope it keeps going. If it does I'm the looser on the things that I have sold. If not, I'm no worse off than I was.

Strange to say, that old, broken-down furniture of mine caused the people that made me the offer to want the house

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

-2-

and when I withdrew certain pieces in the deal they wanted to buy them. There were just a few things that Dean liked but I don't know what we will do with them as we have enough furniture stored here, that we do not need, to furnish another house - and very good, substantial stuff at that, including oriental rugs.

Your note regarding cleaning the house up and polishing the windows is just the trouble and one of the things that influenced me to get out, as I did not know who to turn to who would represent me down there. I've tried several and didn't have any luck.

Unfortunately, there has been considerable scandal aired in the local papers regarding two or three other local banks that have closed and, coming at a time when an effort is being made to sell stock in the new bank, I imagine it is delaying the work some, although they are making, I understand, some progress.

Bob
I wrote the office down there a few days ago asking for a map of Miami Beach such as they have had around the sales office and ask that the different sub-divisions be marked with a pencil so that in case I might be able to interest some one in your new bond issue that I might intelligently show them everything in detail regarding sub-divisions north of the canal. I've not heard from the letter or if you have such a thing in your office would you be so good to have one marked up and sent to me

Yours,

Bob

Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

June 1, 1933.

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

Dear Carl:

I have your letter of May 29th and I imagine, although I haven't received the cash, that my house is sold. There isn't any doubt in my mind that I could have had more money if I could have held on but, unfortunately, I have a family to support and everyone told me, in our organization, that the house would never sell unless I made certain improvements and spent money on it and as I did not know what a prospective customer might want in improvements, I would rather sell it and let them change it to suit themselves.

Of course, no outsider knows the number of people that attended the race but, as it would be natural to expect, the crowd was much smaller than usual. I talked to Chrysler's son-in-law the night after the race and he told me that Eddie Ric was feeling very badly on the account of the many accidents. Confidentially, they have cheapened the whole thing and this year they cut down on the guards and had their fences broken down.

I imagine you will be going north soon to get out where it is cool.

Remember me to the crowd.

Yours,



Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

July 25, 1933.

Mr. Carl G. Fisher,
Montauk Point,
Long Island.

Dear Carl:

Have your note of the 6th.

Dean was waiting to take Ann back to Indianapolis when out of the clear sky Ann had a promotion and kept her job - so Dean pulled out for home Sunday. Left New York at noon Saturday and arrived home before dark Sunday, all alone. She drove 525 miles in one day - which shows you how road conditions have improved.

I just finished a 3600 mile trip, making 21 investigations in Florida for the American Central Life Insurance Company. They have considerable money invested in that State and with the general talk on repudiation there, they ask me not only to look at some of their loans but to investigate and talk to the County and City Officials on their municipal and county bond issues - and I must say that some of them are pretty sick.

I saw Earl and Frankie, and Irv Collins, while in Miami Beach.

You probably know that the stock has been all subscribed for the new bank here. The old Fletcher American will pass out of the picture and the new bank will be known as the American National Bank. I was one of the volunteers and did the best I could to help sell the stock.

I was glad to hear Dean say that you and Margaret looked fine.

I arrived home last night from my long trip and Dean and Ruth left this morning, in a car, to visit the Worlds Fair. Any-thing I can do for you out here, let me know.

Yours,


Robert H. Tyndall.

July 30, 1933.

General Robert H. Tyndall,
Indianapolis,
Indiana.

Dear Bob -

First I am glad to hear that Ann was promoted.

Parke Haynes was in here yesterday, but there is nothing new. Things are looking up a little here, but it is mostly in stock. There is actually no property being purchased on Long Island that amounts to anything.

I am glad to hear that the Fletcher is looking up. It is a grand old bank.

If you get east at all don't forget to make arrangements to get out here.

Sincerely,

CGF/h

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

August 28, 1933.

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

Dear Carl:

The old bank is no more and a new one has taken its place, called the American National Bank.

Elmer Stout is chairman of the board. They have a new man from the outside as president and the only vice-president they now have is from the outside. They have a new cashier and only three assistant cashiers. They have even changed their stenographers. In fact, this place, this morning, looks like the first day in school - when everyone is trying to find a desk.

I know the trustees on the frozen accounts of the old bank and they have promised to consult with me whenever they are to consider your note. I told them to take their time on this as there is no rush now and assured them that they would get their principal and interest at no expense if they did not rush things.

Jack Trimble is in Europe and intimated to me before he left that he would be willing to rent your house again this winter if it is not sold.

Hope this finds you well.

Sincerely yours,



Robert H. Tyndall.

September 3, 1933.

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

Dear Bob:

I have your good letter of August 28th.

Parke Haynes was in the other day and I was terribly disappointed to learn a new bank had been formed and that you were not in it somewhere.

Of course Jack Trimble can have the house, and under any terms he wants. I have taken all of the furniture out with the exception of the rugs, ice box, and one or two other things. I think the floors and the inside of the house generally needs a good going over and put in good condition to show. Of course most of my furniture was anywhere from twenty to thirty years old, but the rugs are in splendid condition and they are really the basis of all that is necessary to furnish the house. I am hoping that Jack will take the place, and as far as I am concerned he can have it for the price of the mortgage.

It is too bad that you were not able to get to Montauk this summer.

The Long Island Railroad excursions to Montauk have proved very popular this summer. 1,021 people came out on the excursion train yesterday. They run a fast excursion train three days a week and the round trip fare is only \$1.50. They bring out 600 to 700 people on their Wednesday trips. This means that this number of people leave behind them something like \$10,000 a week - mostly to local fishermen. Yesterday all of the boats were taken. Today the weather is terrible - there is a terrific rain all day long and there are about 400 people at the hotel who are unable to put their noses out of doors. And a hurricane is on its way to Palm Beach! So - what the hell!

I want to talk to you about that account which should be straightened out some way or other, and I would like to have your opinion as to the kind of security I can give you for it.

Yours,

CGF/h

HEADQUARTERS 38TH DIVISION

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

September 25, 1933.

Mr. Carl G. Fisher,
Montauk Point,
Long Island, N.Y.

Dear Carl:

Enclosed find copy of letter sent to Osterhout.

Things are hot here one day and cold the next with an institution that wants me to hook up with them. The president wants me in the organization but is afraid of disrupting the organization by the old weakness of jealousy. I did some special work for them not long ago and made some reports, got certain information they could not have gotten through any body else and it apparently was appreciated. If I should hook up with this, I'll be hopping around the country considerable, looking into certain municipal and other investments.

I saw Margaret for a short while at the Andrews-Post wedding. Also the Romfh family and many, many of your friends, including Hertz and Lasher. In fact, it was quite a reunion of Miami Beach.

I made the first money for some time yesterday by beating a fellow two sets out of three in tennis for ten dollars. He won the first set 6-1 and I won the second and third sets 6-4 and 6-0. I then played two sets of double and I am a little tired today.

Hope this finds you well.

9/30/33 Enc. csk for 100 to Tyndall
Yours,
RHT
Bro

Robert H. Tyndall.

September 28th, 1933.

General Robert H. Tyndall,
Headquarters 38th Division,
The Armory,
711 N. Penn. St.,
Indianapolis, Ind.

Dear General:

As you perhaps may have heard, Mr. Fisher and The Carl G. Fisher Company are experiencing some difficulty in arriving at a satisfactory settlement with the Montauk Bondholders Protective Committee in connection with The Carl G. Fisher Company contingent liability as the Guarantor for the payment of the Montauk Beach Development Corporation's First Mortgage Bonds. The Bondholders Protective Committee have been going through the books and affairs of The Carl G. Fisher Company with a fine tooth comb. In fact, they started some time ago and last April Mr. Fisher wrote you relative to contingent liability so-called in connection with a resolution passed by the Board of Directors of the Carl G. Fisher Company at a meeting held on November 23rd, 1928 and on April 12th, you wrote Mr. Fisher advising of your willingness to eliminate this contingent liability and suggested that Muir draw up a release which could be acted upon at some future Board meeting of The Carl G. Fisher Company.

The attached is a form of release prepared by Muir and I have been requested to send same to you for execution and will appreciate your returning it to me at your earliest convenience. This release will be presented at the next meeting of the Board of Directors of The Carl G. Fisher Company and acted upon at that time. For your convenience and records, this form is being sent to you in triplicate so that you may retain one for your files.

With the writer's personal regards, we are

Very truly yours,

THE CARL G. FISHER COMPANY

Frederic H. Humpage,
Vice President.

FRH/U

September 30, 1933.

Mr. R. H. Tyndall,
Headquarters 38th Division,
The Armory, 711 N. Penn. St.,
Indianapolis, Ind.

Dear Bob:

Enclosed find Waterside check in the sum of
One Hundred Dollars for traveling and other
expense in connection with the Hoffman case
to come up for hearing shortly.

Yours very truly,

F. R. Humpage, by A. B. R.

For value received I
hereby release and forever
discharge The Carey
Fisher Company, its
successors and assigns
from any and all
claims and demands
of any nature whatsoever
which I now have
or might hereafter have

by virtue of the following
Resolution adopted by
the Board of Directors
of The Carl G Fisher
Company at its meeting
held on November

23, 1928 namely:

"Resolved that etc"

and I hereby declare
said Resolution and
all rights acquired by
me thereunder null and
void and of no further
force or effect.

Witness my hand and
seal this 17th — 1933

signed, sealed and
delivered in the
presence of:

_____ (Seal)

Resolved: that the
following resolution of
the Board of Directors
of The C.F.C. adopted
at its meeting held
on Nov 23, 1928
be - with.

"Resolves"

to and the same hereby

is revoked and
declared to be null
and void and of
no further force or
effect.

For value received I hereby release and forever discharge The Carl G. Fisher Company, its successors and assigns, from any and all claims and demands of any nature whatsoever which I now have or might hereafter have by virtue of the following resolution adopted by the Board of Directors of The Carl G. Fisher Company at its meeting held on November 23rd, 1928, namely:

RESOLVED, That Robert H. Tyndall be employed by THE CARL G. FISHER COMPANY, as its Vice President, at a salary of Twenty-five Thous and Dollars (\$25,000.00) per year, beginning on the date of the death of Carl G. Fisher and continuing thereafter during the lifetime of the said Robert H. Tyndall.

and I hereby declare said resolution and all rights acquired by me thereunder null and void and of no further force or effect.

Witness my hand and seal this 2 day of October
1933.

Robert H. Tyndall

Signed, sealed and delivered
in the presence of:

John J. Day
John F.issell

For value received I hereby release and forever discharge The Carl G. Fisher Company, its successors and assigns, from any and all claims and demands of any nature whatsoever which I now have or might hereafter have by virtue of the following resolution adopted by the Board of Directors of the Carl G. Fisher Company at its meeting held on November 23, 1928, namely:

RESOLVED, that Robert H. Tyndall be employed by THE CARL G. FISHER COMPANY, as its Vice President, at a salary of Twenty-five Thousand Dollars (\$25,000.00) per year, beginning on the date of the death of Carl G. Fisher and continuing thereafter during the lifetime of the said Robert H. Tyndall.

and I hereby declare said resolution and all rights acquired by me thereunder null and void and of no further force or effect.

Witness my hand and seal this day of 1933.

Signed, sealed and delivered
in the presence of:

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

October 10, 1933.

Mr. Carl. G. Fisher,
Montauk Point,
Long Island, N.Y.

Dear Carl:

I found yesterday that I was mistaken in the setup and disposition of your note at the bank here. They made three different setups. The last one, they split the note and \$46,000 is carried by the new American National Bank. The balance of approximately \$72,000 is up as part of the collateral with the RFC on the loan of \$1,250,000 to the trustees of the old bank. This amount is not urgent and is not a part of the \$1,800,000 of preferred stock that was subscribed to the new bank. When I found out about this new setup I had a talk with the new president, who, by the way, has his orders from the RFC to force collections. I told him the story and while he would not commit himself as to the efforts he might make on collections, he wanted to know what assurance he could be given that the interest and taxes would be kept current on the house. As, no doubt, I will see you the first of the week, I'll tell you all about my conversation and also something regarding Jack Trimble's attitude regarding the rental of the house this winter.

The RFC have put in officers to their liking in the reorganized banks and these officers are following instructions from this organization and are fairly hard boiled.

Yours,



Robert H. Tyndall.

Copy to Irving Collins,
Moorestown, N.J.

October 11, 1933

General Robert H. Tyndall
Headquarters 38th Division
The Armory
711 N. Penn. St.
Indianapolis, Ind.

Dear Sir:

Mr. Fisher wishes me to acknowledge receipt of the release, etc., which you forwarded to him.

Very truly yours,

THE CARL G. FISHER COMPANY.

Frederic R. Humpage, Vice Pres.

FRH:L

October 19, 1933

General Robert H. Tyndall
711 N. Penn St.
Indianapolis, Ind.

Dear Bob,

I had a talk with Osterhout last night. He has advised that he will expect the case to be thrown out of Court unless the plaintiffs are ready for action Monday. He expects to know Saturday.

If you are compelled to come on, why can't you figure on going down with me to Miami and remain there for a couple of weeks at least?

I hear of lots of trouble in the South today. Perhaps your Companies will be called out. If so, will this keep you tied up?

No necessity for a wire on the subject until you hear more from Osterhout. In the meantime, however, have in mind to go down South with me if you can do so.

Yours,

Carl G. Fisher.

CGF:L

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

October 23, 1933.

Carl G. Fisher,
Waterside Reality Corp.,
Port Washington, L.I.

Dear Carl:

Had a wire from Osterhaut, quote "Sahoff case marked ready today cannot be reached for trial before Thursday this week letter follows" unquote. I am unable to tell anything definite from this wire but am standing by for some definite word.

Thanks for the invitation to go south, and you know nothing would please me better, but I've got to stay on the job to hook up with one of two prospects I have and will be compelled to return immediately after the trial.

The whole country is "hay-wire". Maybe it's just as well to be poor. At least you don't have to be afraid of being kidnapped. Our State Police are running around in circles. Two more big robberies today. Being a Republican, they won't even allow me to look after the coal strikes or anything else that might get my name in the paper.

I imagine the trial will be called off as they haven't a chance to win it anyhow. This will save you further expense and allow you to go south at once.

If you find a hotel in the south that wants a clerk or hand-shaker, I'm open for the job. I imagine you will have a good year down there as I talked to several people in Chicago who are going to the beach this year who have never been down before. One family of four to the King Cole.

Yours,



Robert H. Tyndall.

CARL G. FISHER PERSONAL
October 30, 1933

General Robert H. Tyndall
Headquarters 38th Division
711 N. Penn. St.
Indianapolis, Ind.

Dear Bob:

I got to thinking over the Golf Club plan and I am sure we want to be able to include the ocean bathing privileges at our own exclusive Casino in this plan. Also, we must make the rate \$8.00 instead of \$7.50, otherwise we would immediately be in a jam with perhaps the Giants and all the rate cards and other work we would send out would cause a mix up. Considering everything we will have to offer, if we can secure the railroad rate, and I think we can, the excursion would be just about one-half rate for those people who play Golf and wish to include ocean bathing.

I'll send Irv. a letter tonite to get out a card and send you a quantity.

I am having Don James of Detroit start on the scheme there and see what happens. He is a live wire and a friend of ours. If he can't make it good and you can't make it good around the central part of Indiana, then it looks like we have picked on a dub, but it is so easy to make the effort and see if there is anything to the idea. Of course, if it is good, we can put a lot of steam behind it immediately.

Yours,

Carl G. Fisher.

CGF:L

November 3, 1933.

Dear Bob:-

I enclose copy of letter just received from LeBoutillier.

This gives us all the dope available on railroad fares.

Yours,

General Robert H. Tyndall,
2016 North Meridian Street,
Indianapolis, Indiana.

November 8, 1933.

Gen. Robert H. Tyndall,
Indianapolis, Indiana.

Dear Bob:-

We can add to the program which I talked to you about, ocean bathing - either from our own privately owned beach or in connection with one of the Clubs.

How are you getting along with the idea? I am very anxious, of course, to know if there is anything in it.

Yours,

CGF:AVM

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

November 8, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Enclosed find tax notices that can be passed on to Kunschik, as these are in connection with the lots I acted as trustee on.

By this time, no doubt, you have had word from the bank telling you to dispose of the rugs to the best advantage. I talked to Trimble as well as the new president of the bank.

I took a look at the property on East Michigan Street that belongs to Mrs. Marks. The location is good as it adjoins a small business center and Michigan Street is now a through street, used as much as Washington Street is. The house is old style, right on the street and unattractive. If Mrs. Marks intends keeping it as a home for herself and renting the other half, it is one thing. As an investment, I wouldn't give \$3,800 for it and I wouldn't give \$5,000 in good times and it will certainly will never rent for over \$25.00 a side in good times. She is fortunate in having the rent paid now, as I have talked to many owners of rental property and they are not collecting half of their rent but are glad of having people living in their houses to protect them from vandals. They will actually tear the boards off the sides of vacant houses for fire-wood and break in and steal any part of the plumbing.

Of course, there has been no building going on for some time, as families are doubled up in houses, but when people get back to work again there will, no doubt, be a shortage, but I can't see how Mrs. Marks can ever hope to get over \$25.00 a side. If she owned the house free of mortgage, I think you'll agree with me that real estate is the best thing to own, but I can not see how it is a good investment to keep paying interest on her mortgage, insurance, taxes and improvements. If it belonged to anyone in my family, I certainly would recommend they turn it back to the mortgage holder.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

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Regarding the golf groups, I have worked with two clubs here and am going to Louisville tomorrow on other business and will feel that crowd out. There is one thing *any one* sure - December doesn't interest ~~me~~ as they are still able to play golf here and have had a wonderful fall so far. Naturally they haven't the urge to get out in the open as they will have in March. I haven't talked rates because I want to get the interest up first. The railroad rates are disappointing to me as the group plan doesn't work out to a financial advantage. The whole burden is put on the hotel and if they wanted to go on the rates they have made they could stop at cheaper hotels and pay the golf fee. However, I'll keep working on it and see if we can do anything.

I'll write you further after my Louisville trip.

Yours,



Robert H. Tyndall.

November 13, 1933.

General Robert H. Tyndall,
The Armory,
711 N. Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I have yours of the 8th.

Up in Detroit, Bill Nelson and his friend learned that the only connections out of there is the Big Four and they do not seem to be much interested in quoting rates. So it looks like we will be tied up until March.

I had a talk with Mr. Doherty's man yesterday and I think they are going to be interested and will jump into the plan for the month of March. I hope you will learn something of general advantage in Louisville.

We are having wonderful weather here and a lot of interest and talk about leases, buying, etc., - more than usual at this time of the year, and a few sales are being made.

Mrs. Marks wishes me to thank you for your kindness in looking at her property. In the meantime, she has had an inquiry from a prospective purchaser, so she may possibly get something out of it yet.

Yours,

CARL G. FISHER.

CGF:AVM

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

November 14, 1933.

Carl G. Ficher,
Miami Beach,
Florida.

Dear Carl:

While down in Louisville, I felt out a country club there and the truth of the matter is everyone is so uncertain about the future business this winter that you can not get them to take much interest. They are not interested now because they've had a good fall and down there they claim they are able to play golf by the middle of March.

Up here, we are talking in terms that we could not consider for rates. I talked to a representative of eight couple from the Highland Country Club today and expect to talk to them again - in fact I'm working with the secretary. I find other resorts have done the same thing, or tried to. For instance, this group have gone to Biloxi, Miss. a couple of times. They all drive and of course that part of the expense makes the rail road rates we are able to quote look funny and the hotel rates are in our boulevard class.

One thing sure, there is no interest shown for December but I'll keep trying at this thing to see if there in anything to it. There is no expense in trying the thing out and talking about it.

The Marmon-Harrington outfit dropped in on me last night very much interested in a letter you wrote them regarding possible business in South America. They thought I knew all about your plan and the man you had in mind to handle that end of it. As they did not have your letter, I had no idea what you had in mind unless it was distributor rights and your man possibly being Hermaniez from Havana. Is he in a position to finance himself if you got this territory?

Howard is back in town but I haven't seen him.

We are having our first winter weather today, with wind and snow.

Hope this finds you all well.



Robert H. Tyndall.

November 16, 1933.

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

Dear Bob:-

Enclosed please find check for \$50.00, which will help cover your expenses for gas and other expenses on your trip to Louisville. I intended to mail this to you several days ago, but I do not know - I just forgot about it until this morning.

We are having quite a lot of inquiries - more than usual - and a tremendous lot of renting, and the lower priced hotels are filling up rapidly. The higher priced hotels are doing nothing at this time, with the exception of the Pancoast.

We are expecting a two-cent rate on the Seaboard, which may be effective the 1st of December, and this will help.

Will write you further later.

Yours,

CGF:AVM
Enclosure.

November 17, 1933.

Dear Bob:-

Yours of November 14th received.

I have Capt. Hermaniez over at the ElMar Apartments with his wife and daughter. They are broke. They got out of Havana with their lives. Also Lieut. Arteaga, who is working here with Murdo for his board. Also Capt. Lombard is here broke. In fact, they are lucky to be alive, though when they are home they are very well fixed, but their homes have now probably been ruined and torn down. If things change about, they will go back to Cuba.

The particular man I referred to is a German, by the name of Giersch, and he has had experience in South America along the lines we need, and if we get any place at all, we can have Hermaniez help out, as he is also well acquainted in South American army circles.

I do not know that there is anything in the plan and do not want to spend much money on it. In fact, I cannot afford to spend a great deal, but there are so many Commissions dropping in here and, as you know, Katzentine is in contact with a great many of them, and it is a direct representation of the Cuban Government, more or less according to the vagaries of Cuban Government control.

I might not be able to do the Marmon crowd any good, but I certainly would not stand in their light to change any arrangements made with me on short notice. A large order was placed the other day to one South American Government that I might have been able to chip in on some place, if I had known of it in time. I do not know just what it is the Marmon people have to sell, except from your talk. I wish I did know more about it, before I get into it too deep.

Yours,

GGF:AVM

CARL G. FISHER.

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

November 20, 1933.

General Robert H. Tyndall,
Indianapolis, Indiana.

Dear Bob:-

I had a talk last night with some of the army officers in Cuba. There are about 50 of them here and they expect to go back to Cuba soon.

With all the arming, etc., in South American countries, do you think it would be worth while for you to come down here and look into the situation for the Marmon Company? It is rather hard for me to run down anything definite now, as I am busy every day, and, after all, I get only disconnected rumors of what is going on.

Yours,

CGF:AVM

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

November 21, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I have your letter of the 17th and have asked the Marmon people to write you a brief history of what they have been doing and to send you pictures of their product. They are shipping one of their enormous passenger desert jobs to Turkey today. I wish you could see it. They have made up and shipped seven command car tanks to Turkey and they have some other foreign officials watching some of their production now.

I am doing some special work for the American Central Life Insurance Company that keeps me driving around the State. They seemed to have liked the job I did in the south well enough to ask me to do some more work.

I called on Willson and Company at Louisville and found that there are no trouble makers among the bond holders. Occasionally there are some questions asked but they are so well educated now on defaulted securities that they are not likely to cause any disturbance. I have a list of the bond holders from Keys.

Yours,



Robert H. Tyndall.

November 25, 1933.

Dear Bob:-

I am satisfied we are going to have in the next few days a very low rate of perhaps 1-1/2 cents in Pullman cars and surcharge eliminated.

Announcement will be made in the papers within the next few days, which might help out our general plan. Will advise you later.

Yours,

OGF:AVM

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

November 25, 1933.

Dear Bob:-

I had a note that Niesse is in Indianapolis.

I have been trying to locate him as I may have an opening here for a bookkeeper of his abilities - at a low wage, of course, but with some prospects of its being lower.

Would like at least to get in touch with him, and if you know where he is in Indianapolis, tell him to wire me and I will talk to him on the telephone.

Yours,

OCF:AVM

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

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

December 8, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I have been jumping around so much on this special job for the Insurance Company that I am back on my mail.

I am returning to you a check for \$50.00 as I had other business in Louisville and there was no expense attached to the work I did towards trying to interest a group to come down and play golf. Everybody is thinking in rates so cheap that I doubt if I can do anything with the plan at this time. However I'll keep trying. The publicity will not do any harm.

I found that Neese had gone to New York but I talked to his brother who sent him word at once to contact you - which I imagine he has.

I just talked to the Marmon-Harrington crowd and find that they have sent all the literature and stuff you asked for.

Yours,



Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

December 27, 1933.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Thanks for your Christmas message. Dean and the family join me in wishing you and Margaret all the good things for the coming year.

I have a letter from Jack saying he expects to be down with you about the 12th of January. Blaine Miller and George Buschmann expect to leave here the 15th. Blaine is trying to get me to come along but I don't see that there is anything I can do that would justify a trip and I have my lighting rod up here waiting for something to strike it.

We have zero weather today and I expect to do a little skating this afternoon. I need exercise as I am not getting in my winter tennis and am no longer a member of the Athletic Club here where I used to play squash and hand-ball and I am getting fat.

Jack Trimble tells me he has your old apartment in the Flamingo and he expects to leave the 5th or 6th. From what I hear, you are going to have a good season - and I hope it's true.

Yours,



Robert H. Tyndall.

December 30th, 1933.

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

Dear Bob:-

I have at last a chance to answer yours of the 8th.

I have heard from Niesse and understand that he is fixed better up there than I could fix him here, and of course this job would be only temporary at the most.

We are opening up a new subdivision on the western half of the Golf Course, using the two eastern courses and part of the western course, and I believe we are going to sell some of this property this season.

We have had plenty of literature from the Marmon-Herrington crowd, and we have been in contact with some people from Cuba, but it is the same old thing - they haven't the money at this time. I have left most of this work to Mr. Katzentine and a Mr. Giersch, and we feel too poor up to the present time (and this condition will probably continue) to finance our representative for a South American trip.

The new railroad rates are certainly getting some business. We have never had such a crowd here before at this time of the year. It is necessary now to have a traffic policeman in front of the First National Bank, and if the people continue to come, I do not know where we will put all of the automobiles here on the Beach the latter part of January.

We at last have a steel and concrete house started on the Beach; also a fireproof house, using blocks and steel, and there is a great deal of interest in them.

I wish you had a chance to get down.

Yours,

CGF:AVM

CARL G. FISHER.

RESOLUTION TO BE PASSED AT THE NEXT MEETING
OF THE BOARD OF DIRECTORS OF THE CARL G.
FISHER COMPANY.

The secretary reported having received from Robert H. Tyndall, Vice President of The Carl G. Fisher Company, the following release:

"For value received I hereby release and forever discharge The Carl G. Fisher Company, its successors and assigns, from any and all claims and demands of any nature whatsoever which I now have or might hereafter have by virtue of the following resolution adopted by the Board of Directors of The Carl G. Fisher Company at its meeting held on November 23rd, 1928, namely:

RESOLVED, That Robert H. Tyndall be employed by THE CARL G. FISHER COMPANY, as its Vice President, at a salary of Twenty-five Thousand Dollars (\$25,000.00) per year, beginning on the date of the death of Carl G. Fisher and continuing thereafter during the lifetime of the said Robert H. Tyndall.

and I hereby declare said resolution and all rights acquired by me thereunder null and void and of no further force or effect.

Witness my hand and seal this day of 1933.

Signed, sealed and delivered
in the presence of:

It is moved by and seconded by
that the following resolution be adopted, to wit:

RESOLVED, that the resolution adopted by the Board of Directors of this Corporation at its meeting held November 23rd, 1928 and reading as follows:

"RESOLVED, That Robert H. Tyndall be employed by THE CARL G. FISHER COMPANY, as its Vice President, at a salary of Twenty-five Thousand Dollars (\$25,000.00) per year, beginning on the date of the death of Carl G. Fisher and continuing thereafter during the lifetime of the said Robert H. Tyndall."

be and the same hereby is revoked and declared to be null and void and of no further force or effect. That the Formal Release of all his rights, claims or privileges, etc. as set forth in said Release executed by Robert H. Tyndall on day of , 1933 be accepted and made a part of the minutes of this meeting and the Original signed Release be filed for safe keeping with the records of this Corporation.

This resolution being put to vote was unanimously adopted.

**RESOLUTION TO BE PASSED AT THE NEXT MEETING
OF THE BOARD OF DIRECTORS OF THE CARL G.
FISHER COMPANY.**

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This resolution being put to vote was unanimously adopted.

NOTICE OF CITY TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR THE YEAR COMMENCING JANUARY 1ST, 1934, TO-WIT:

CITY OF MIAMI BEACH, FLORIDA

PAGE ASSESSMENT ROLL	LOT NO.	BLOCK NO.	SUBDIVISION OR GENERAL DESCRIPTION OF PROPERTY	VALUATION REAL ESTATE	VALUATION IMPROVEMENTS	TOTAL VALUATION	MILL-AGE	TOTAL AMOUNT TAXES	KIND	DATE OF CONFIRMATION	TOTAL AMOUNT	DATE NEXT INSTALLMENT DUE	AMOUNT OF NEXT INSTALLMENT	6% INTEREST ACCRUES FROM
140A	8	81	BAY VIEW SUBDIVISION	1000		1000	25	25.00	NOTHING			NOV. 1ST. 1934		

1934

MAKE CHECKS PAYABLE
TO
"CITY OF MIAMI BEACH"

BRING THIS
NOTICE WITH
YOU OR
MAIL WITH
REMITTANCE

*140.85 Pm plus interest & fee
plus 1934 SVC*
ROBERT H. TYNDALL
Bay View Trust

DEDUCT: _____
4% IF PAID IN NOVEMBER
3% IF PAID IN DECEMBER
2% IF PAID IN JANUARY
1% IF PAID IN FEBRUARY

SEE OTHER
SIDE

OFFICE OF CITY TAX COLLECTOR
C. W. TOMLINSON
CITY OF MIAMI BEACH
DADE COUNTY, FLORIDA

35.72

LOT BLOCK SUBDIVISION

NOTICE OF
IMPROVEMENT LIENS
OR
SPECIAL ASSESSMENTS
DUE ON THIS PROPERTY

PAY AMOUNT IN THIS
COLUMN, PLUS INTEREST
ON TOTAL AMOUNT,
FIGURED FROM DATE IN
LAST COLUMN TO DATE
REMITTANCE REACHES
THIS OFFICE.

IF POSSIBLE
PAY
THIS
BILL
OF
LIENS
WHEN
YOU
PAY
CITY
TAXES

NOTE: PLEASE CHANGE NAME OR ADDRESS IF INCORRECT.

NOTE: REMEMBER THAT COUNTY AND STATE TAXES ALSO ARE DUE AGAINST THIS PROPERTY. WRITE TO COUNTY TAX COLLECTOR, DADE COUNTY COURT HOUSE, MIAMI, FLORIDA, FOR YOUR BILLS.

CITY TAXES

1934 CITY TAXES ARE DUE AND PAYABLE NOVEMBER 1, 1934. DISCOUNTS ARE ALLOWED AS SHOWN ON FACE OF BILL. Taxes become delinquent April 1, 1935. All unpaid taxes will be sold shortly thereafter, at public sale, and Tax Certificate, bearing 18% interest issued against the property.

DO NOT PERMIT YOUR PROPERTY TO APPEAR ON THE DELINQUENT LIST.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

January 6, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

You haven't the slightest idea how complicated the liquor situation is. There are certain licensed importers here in the state, then there are the wholesalers who are licensed and the only distributors are the drug stores. The clubs are not allowed to dispense anything except wines and beer, but the most complicated thing of all - you must belong to the right party and must be in the right wing of that party. Before you do anything, I must try to get into the inner circle for information. You haven't the slightest idea how completely outside a republican is at this time. I am making some inquiries and you will hear from me in a couple of days.

The transportation companies have refused, in some instances, to make shipments in Indiana for fear of displeasing some of the powers. I understand, however, that some small packages have come through from Park and Tilford to individuals. I know of a quantity of liquor that is in Louisville, owned by Indianapolis people, that they are unable to get permits to cross the line.

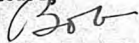
Kiefer-Stewart and Mooney-Mueller-Ward received the first and only wholesalers permit in this community. They distribute to drug stores where you can get all you want at a high price.

I will let you know more about it later.

I just heard that Blaine Miller is sick and hope to call on him today to see if it is really true.

Jack Trimble told me yesterday he was feeling so rotten that he hesitated to start south Sunday.

Yours,


Robert H. Tyndall.

Letter, Carl Fisher, Jan. 6, 1934.

P.S. - Is there anyway your secretary could find out if Harvey Firestone, Jr., is at the Beach and if not, when he will be there or where he is now? I am very anxious to have a talk with him.

album x



R.H.T.

January 8, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Enclosed is copy of my letter to Fred
Othersen.

If you have not done anything about the
Columbia Club, let it drop, and I will sell the
stuff in Nassau for what it will bring, as it
looks as though there is going to be an embargo
on liquor for some time.

I hope you have decided to come down
with the boys.

Yours,

CGF:AVM
Enclosure.

CARL G. FISHER.

January 9, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Harvey Firestone, Jr., is not here; he is in Akron. Raymond was here the other day and played some polo.

Russell is shipping six horses and will be here soon.

Mr. Firestone, Sr., and Raymond left for California night before last. Mr. Firestone will return about the 18th.

You probably noticed in the papers where the crack Mexican team are talking about accepting our invitation in February.

We had invited them over here to play, with the thought that we were giving a nice gesture and getting some publicity, and, by the living gods, it looks as though they are going to accept, pack up their boots and horses, and come on; which is duck soup for us.

So, put your boots in a trunk, and riding breeches, when you come down. We might want a referee.

Yours,

CGF:AVM

CARL G. FISHER.

P.S. -- As I wrote you yesterday, you can drop the liquor matter. I will sell the stuff in Nassau.

C.G.F.

(COPY)

WAR DEPARTMENT
NATIONAL GUARD BUREAU
OFFICE OF THE CHIEF OF THE MILITIA BUREAU
WASHINGTON

January 11, 1934.

Major General Robert H. Tyndall
Headquarters, 38th Division,
Indianapolis, Indiana.

My dear General:

I am anxious to buy for the Guard an office, sporting trailer which the Division, Brigade and Regimental commanding officer can attach to any station wagon in their organization.

Innovations are difficult for me to put over and there are certain formalities that I have to go through with that are sometimes difficult. The Chief of Field Artillery, the Deputy Chief of Staff and various other officers have put their approval on this plan, but I have got to produce the test vehicle. They insist that before any funds can be allocated for the purchase of such a trailer it must have passed the procurement board.

The Curtiss Aerocar Company, Inc., of Coral Gables, Florida, among others, has sent me their literature. I notice that your friend Carl Fisher is the proud owner of one of these cars. Would he consider selling that to the Bureau second-hand or would he in the cause of national defense loan it for observation and test. Or am I entirely too unreasonable? Vandervilt, Doherty and a few other of the ruling prices also have this car, but you present the only entree to any of them. If you think this is too unreasonable just forget it. I am, in other words, just stabbing in the dark.

With kindest personal regards, I am

Very truly yours,

(Signed) George E. Leach,
Major General,
Chief, National Guard Bureau.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

January 13, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Darl:

I am enclosing a letter from the Chief,
National Guard Bureau, in Washington. It is self-explanatory but you might want to put a price on your car and if you do, send it to me and I will write him from here.

Will you please return this letter to me
for my files?

Yours,



Robert H. Tyndall.

January 18, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I have learned a lot about getting liquor into this country. The permit costs more than we can afford to pay on a small shipment.

I understand that Barrett Moxley has a permit, and he being "Johnny on the spot" got a shipment through, and no doubt can get others shipments through. It might be that he would like to have my 95 cases come along on his next shipment.

I thought you and Blaine Miller, and the rest of you, would be down here.

Yours,

CGF:AVM

CARL G. FISHER.

January 22, 1934.

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

My dear General Tyndall:-

Mr. Fisher has requested me to answer your letter of January 13th, to which was attached a letter from the Chief, National Guard Bureau, in Washington.

The aerocar, as you will perhaps recall, is now owned by Mrs. Fisher and she has stated that she would be willing to accept \$2500 for it, as is. The power vehicle, as you know, is a six cylinder Hudson, and the Hudson and aerocar are both in first class condition.

If they are really interested in the purchase of this equipment, there is no doubt but that arrangements could be made for its being delivered to some point for observation and test, but Mrs. Fisher is desirous of selling it, and cannot loan it.

Couldn't Major General Leach arrange for the inspection and testing out of the car here at Miami Beach, so as to avoid the necessity of driving it North?

It has been suggested that perhaps the inspection of this aerocar would be a reasonable excuse for someone to take a trip South during this winter season.

We are returning to you here for your files, the letter addressed to you by Major General Leach.

Yours very truly,

THE CARL G. FISHER COMPANY,

By _____
Vice President.

FRH:AVM
Enclosure.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

January 24, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

The reason Barrett Moxley got a shipment through was because the Kiefer-Stewart Company, of which he is president, were importers before prohibition and are probably the largest importers in Indiana now. They had liquor stored in warehouses here before the country was voted wet.

I had a talk with Moxley yesterday and find that all he would be required to do would be to get an import order for the Scotch in Nassau to have it shipped to them. They are paying, so he says, \$26.00 to \$33.00 a case, F O B at point of shipment. This includes \$5.00 duty gallon; \$2.00 duty for tax per gallon (if it is in 1/5's instead of full quarts, it will cost a little more); a small bottle tax of about 40¢ and he figures about \$1.00 freight per case. This figures \$18.20 per case that would come out of the \$26.00 to \$33.00 and would not leave you a great amount of money on the sale.

He wants to know the brand and description and wants a sample. How you are going to do this, I do not know, but if you send one sample, you had better send me two - as I could show one to Mooney-Mueller-Ward, who are the other big importers in the State and I might get some competition in bidding. I explained that the liquor was far superior to any he might be able to buy. In fact, I think there is a shortage and the offer he makes, I think, is very low.

Blaine Miller is delayed in his trip south as Chrysler is giving him quite a lot of business and he is getting his plant lined up for that. It will be the first, or after, before he gets down.

I hope you can get the samples through.

Yours,



Robert H. Tyndall.

January 27, 1934.

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

Dear Bob:-

I have yours of the 24th.

The more I hear about the sale of this liquor in Nassau, it looks as though I had better ship it back to Scotland.

There is a Club here that wants to buy all of the liquor if they can only get their hands on it, but there does not seem to be any way to do this, unless we try to dodge some law.

I do not know a thing about it - whether it is in 1/5's or full quarts, and I certainly do not know how to get a sample without taking a chance of going to jail. There are plenty of crooked officials in the country who would love to get their fingers on me for an infraction of the liquor law, or any other law, and I cannot afford to take any unnecessary chances.

I do wish that I had some of this liquor over here, because liquor right now is bad, and I do not believe they are importing very much - I believe they are making it out in some garage, in the outskirts of town.

I hope that you and Blaine and the rest of you will run down for a little time.

I have not played any tennis this year.

Regards,

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

January 30, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I just left Mooney-Mueller-Ward and find that they haven't an importers license - so that throws me back on Kiefer-Stewart.

Knowing that Florida is a dry state, I don't see how it is possible for you to get a sample to send north but thought that Fred Otherson or young Phil Delaney, who is with the American Airways in Nassau, might get a discription telling whether it was fifths or full quarts and, if they are not able to secure a lable, they might send the name of the brand and the makers name. I would then present this to Moxley, and as Kiefer-Stewart has an importers license it is all very simple for them to get an import order.

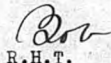
I guess Blaine Miller will not come south as Chrysler has given him sufficient business to operate twenty-four hours a day for the next three months - which means he will make quite a little money this year.

Yours,



Robert H. Tyndall.

P.S. - I sent on the figure that Margaret quoted to the Chief, National Guard Bureau. If he should come down to see a demonstration I told him he would be at the home of this product and would have a great opportunity to have a good look.



R.H.T.

February 5, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I have yours of January 30th.

I have sold the liquor in Nassau. There were too many damn complications to do anything else with it.

If Miller is not going to come down, why don't you and Harry Buschmann hop in a car and come down?

I suppose you have noticed from the papers that this January's building permits beat the record for all time in Miami Beach, -\$500,400.

All hotels full up, and 80 turned away from the Lincoln before 11 A.M. today.

Yours,

C.G.F.

P.S. -- Too busy to finish this letter today - will write you further tomorrow.

C.G.F.

February 6, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

There is so much talk, back and forth, this way and that way, that it really is not understandable. I have not the slightest idea now what it is all about. I do, however, wish that you would run down here.

Fred is in our guest room, but we can put another bed in there, if it is necessary, and you and he can argue night and day, because I am already arguing with him every afternoon.

I think, of course, that the hotels will ease up inside of another month, and I believe that we are really on the peak of a great boom, but I am actually afraid to say just how we are going.

We now have more people in the hotels than we have ever had before, and we have more business in the building boom than we have ever had before; but even with all the conditions as they are, I am really stepping on my toes and watching my step.

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

February 13, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Just had a note from Caleb Lodge, who left here a few days ago, that he was unable to get accommodations on the Beach and had to go to Miami. This all sounds fine and I am delighted that you are having such a good season.

Dick Fairbanks writes me he has purchased a new home down there.

George Denny left last week for the west coast but his plans are to drive over to call on you.

Elmer Stout and Bert Reade leave in a couple of days for the Beach and hope to get in the Boulevard. When Elmer calls on you, I wish you would get his idea on the remaining few water bonds that belong to you here. You should get a few hundred dollars out of them at least.

The Fortunes, Shields and Rockwoods have been visiting Lew Wacey. In fact, it does seem as though everybody in Indianapolis is in Florida and I hope that some time later I can be down.

One of the courts here now is considering paying my expenses for getting information on securities much as the Insurance Company. Then there is another Insurance Company that has called me and may want me to do the same thing for them - all of which will help.

Dean and Ruth are visiting Ann in New York, and have been for a couple of weeks, which leaves me very much alone.

I've had several days of good skating but cant get my weight down. I would like to play some tennis as I believe that is the only way.

Yours,



Robert H. Tyndall.

1933 CITY TAX REMINDER

FEBRUARY 15TH, 1934

PAGE ASSESS- MENT ROLL	LOT NO.	BLOCK NO.	SUBDIVISION OR GENERAL DESCRIPTION OF PROPERTY		TOTAL AMOUNT TAXES
140A	8	81	BAY VIEW <i>Bay View Trust</i>	<p>Your 1933 City of Miami Beach Taxes on the property described hereon have been due since November 1st., 1933,</p> <p>AND STILL REMAIN UNPAID.</p> <p>This reminder is sent you so that you may avail yourself of the opportunity of paying them before they become delinquent. All taxes not paid by April 1st., 1934 become delinquent on that day and shortly thereafter will be advertised for sale.</p>	25.00

ROBERT H. TYNDALL
 The Armory
 711 N. Penn Street
 Indianapolis, Ind.

CITY OF MIAMI BEACH
 Florida

C. W. TOMLINSON,
 CITY TAX COLLECTOR

RETURN THIS NOTICE WITH REMITTANCE

1933 CITY TAX REMINDER

FEBRUARY 15TH, 1934

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ROBERT H. TYNDALL

CITY OF MIAMI BEACH
Florida

C. W. TOMLINSON,
CITY TAX COLLECTOR

RETURN THIS NOTICE WITH REMITTANCE

February 20, 1934.

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

Dear Bob:-

The Beach is on the boom and it is a very tough proposition to handle. It is too damned tough for me to thoroughly diagnose.

If Dean and Ruth are visiting Ann in New York, what in hell have you got to do except break loose and come on down here, and stay a week or so with me and play some tennis.

Quit writing letters and come on down.

Yours,

CGF:AVM

CARL G. FISHER.

March 26, 1934.

General Robert H. Tyndall,
C/o Flamingo Hotel,
Miami Beach, Florida.

Dear Bob:-

Regarding the balance of your salary, \$2800.00, we propose herewith to make you a deed to Lots 8 and 9, Block 82, Bay View Subdivision, which have a sales price today of \$3,825.00, less 10%.

There are accumulated taxes and liens of approximately \$690.00 at this time, and this property will go to a tax sale in August unless these taxes and liens are removed.

We propose to raise, for the clearance of the property, \$300.00 by August, and you propose and agree to raise \$390.00 by August, and whatever the small addition there may be between now and August 1st.

This will leave an equity for you in the property and perhaps a small surplus for us, in the event the property is sold at these list figures or in advance of same; and this will clean up your account in full.

We are delivering you the deed today and you can make whatever effort you care to for the sale of the property. We will, of course, assist as much as possible through this office to help get the property sold for you.

Yours very truly,

GGF:AVM

THE CARL G. FISHER COMPANY,

By _____
President.

THE CARL G. FISHER PROPERTIES

XX

Mr. Paul Kunschik

March 27, 1934.

Mr. F. R. Humpage

I am attaching herewith carbon copy of letter dated March 26, 1934, addressed to Robert H. Tyndall by Carl G. Fisher, President of The Carl G. Fisher Company, regarding balance of salary due Tyndall.

This, together with my memorandum of same date, addressed to you in connection with the same matter, I believe will cover the transaction satisfactorily.

I am also delivering to you herewith duplicate copy of the deed, signed by The Alton Beach Realty Company, by Carl G. Fisher, President, whereby there is conveyed to Tyndall Lots 8 and 9, Block 82, Bay View Subdivision.

If, in your opinion, there is anything further to be done in order to clear up this transaction on your books, or you desire some form of agreement drawn, which may be filed in order to make your records complete, please advise me and I will take care of it.

FRH:AVM
Enclosures

F. R. HUMPAGE.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

April 6, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I had just returned here when Stote Fletcher ask me to go down into southern Kentucky with him to look into a business of cutting whiskey barrel stays of white oak. I returned today and left him down there and believe there is such a demand for this particular product that he may be able to get a little business started. This is in wild and desolate country but I believe that would be a fine thing for him as he is not doing any good around here.

I had a fine visit with you and appreciate the opportunity of getting that good sunshine and tennis. I hope the hotels kept up a good business and that you were able to make some sales.

There is no doubt but what business is better. Whether it is sound and healthy or not nobody can tell due to the many experiments the government is trying. Business is sending out its representatives and the hotels are generally doing a fine business with the traveling salesmen.

When you get time, let me know how the season wound up.

By this time Margaret should be well along in her convalescence. Give her my love.

Yours,



Robert H. Tyndall.

RESOLUTION TO BE PASSED AT THE NEXT MEETING
OF THE BOARD OF DIRECTORS OF THE CARL G.
FISHER COMPANY.

The secretary reported having received from Robert H. Tyndall, Vice President of The Carl G. Fisher Company, the following release:

"For value received I hereby release and forever discharge The Carl G. Fisher Company, its successors and assigns, from any and all claims and demands of any nature whatsoever which I now have or might hereafter have by virtue of the following resolution adopted by the Board of Directors of The Carl G. Fisher Company at its meeting held on November 23rd, 1928, namely:

RESOLVED, That Robert H. Tyndall be employed by THE CARL G. FISHER COMPANY, as its Vice President, at a salary of Twenty-five Thousand Dollars (\$25,000.00) per year, beginning on the date of the death of Carl G. Fisher and continuing thereafter during the lifetime of the said Robert H. Tyndall.

and I hereby declare said resolution and all rights acquired by me thereunder null and void and of no further force or effect.

Witness my hand and seal this day of 1933.

Signed, sealed and delivered
in the presence of:

It is moved by and seconded by
that the following resolution be adopted, to wit:

RESOLVED, that the resolution adopted by the Board of Directors of this Corporation at its meeting held November 23rd, 1928 and reading as follows:

"RESOLVED, That Robert H. Tyndall be employed by THE CARL G. FISHER COMPANY, as its Vice President, at a salary of Twenty-five Thousand Dollars (\$25,000.00) per year, beginning on the date of the death of Carl G. Fisher and continuing thereafter during the lifetime of the said Robert H. Tyndall."

be and the same hereby is revoked and declared to be null and void and of no further force or effect. That the Formal Release of all his rights, claims or privileges, etc. as set forth in said Release executed by Robert H. Tyndall on day of , 1933 be accepted and made a part of the minutes of this meeting and the Original signed Release be filed for safe keeping with the records of this Corporation.

This resolution being put to vote was unanimously adopted.

676 S.W. 2nd St.,
Miami,
April. 14, '34

Mr. R. H. Tyndall,
Dear sir,

I am looking for a plot of ground on West Ave., and as you are the recorded owner of lots 80th & 14 Block 81 I desire to offer you all that I will pay for a lot on West Ave. \$1000 cash. If you accept this price which is a fair one let me know immediately your representative here and I will see him, I must have a lot immediately or I will not buy and build until next winter.

I am sending this offer to

several owners in the same vicinity
and I will do business with the
first one accepting my offer.

This will be a direct sale and
no brokers fee will have to be paid.

Please do not answer if you want
more money as I will not pay more.

If you want to sell please have
your reply in my hands before
April 18

yours Truly
Frank King

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

*Copy
Jed/34*

April 16, 1934.

Fred Humpage,
c/o Carl G. Fisher Properties,
Miami Beach, Florida.

Dear Fred:

Enclosed letter is self-explanatory.

This lot is evidently the one that I am trustee for and you naturally are the one to decide whether it is to be sold at this price or not. I will not attempt to answer this letter.

If this man is a live wire and is a builder, he might be shown the lots that have just been deeded to me, as they have a very good locking view in front and they are opposite Crassele's house.

Yours,



Robert H. Tyndall.

May 19, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I am sending you the best army book or "Soldier of Fortune" book that I ever read.

I wish you would read this and then send it direct to Bill Anderson at Macon - Mr. Wm. T. Anderson, Macon Telegraph Publishing Co., Macon, Georgia - and tell him to send it back to me, as I have promised it to several others and I cannot afford to buy a lot of these books nowadays.

I know you are going to enjoy reading this book, especially the comments regarding Lawrence of Arabia.

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

May 25, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Just received your book, which arrived about four days after your letter, and it certainly looks promising. The author has apparently had a great adventure or is an awful liar. As soon as I finish it I'll follow your instructions and send it to Bill Anderson and tell him to forward it on to you when he has read it.

We are having some wonderful weather following the good rain that the farmers needed.

I understand the Speedway sale is far ahead of last year. Where they get the money, I don't know.

I attended the Derby in Louisville and they had the record crowd of all time. I saw La Boutler, Governor Cox and General Billy Mitchell, who all ask if I had seen you and how you were. Lew Wasey was to have been in the party but at the last minute couldn't go. I think that was the reason I was asked and filled in his place.

I don't think there is any question but what things are better generally - which helps those who are in business and have jobs, but the fellow who is out of business and out of a job is still out of luck.

By the way, dosen't that emergency law expire in 1935 in New York State? - and won't you take advantage of it before it passes out? I mean the law where they can only sue on deficiencies between appraised value and face value on securities. You are building up some good equities down south now and it will be a shame to have them ruined when that law expires.

I hope Margaret is fully recovered.

When do you go north?

Yours,

Bob

Robert H. Tyndall.

May 28, 1934.

Mr. Robert H. Tyndall,
The Armory, 711 E. Penn. St.,
Indianapolis, Ind.

My dear Bob:-

Have had one or two letters from you but I have been so very busy that I really have not had a chance to write, and particularly have had nothing special to write about.

I looked into the matter of the lot which you referred to in your letter of April 16th, particularly the chap who wrote to you (Frank King), offering \$1,000.00 for Lots 8 and 14, Block 81, Bay View. Of course, the offer of \$1,000.00 is less than one-half of what the lots are listed for, and after going into the matter thoroughly I decided not to even talk with him, because, after deducting the taxes, etc. you would not have very much left.

We are still sparring with the Montauk Bondholders Protective Committee and I do not know just how we are going to come out.

I turned over to Mr. Kanschik your deed with the request that it be recorded and that when it came back from the Recorder's office, it be sent to you. I have not taken up with him the matter of whether or not it has been returned from the Recorder's office but I will do so within the next day or two.

Hope that you are having good reasonable weather up there. Irving Collins has been north and just returned and says that around where he lives it is very hot one day and the next day it is extremely cold, and that he is glad to be back here in this atmosphere, and even though it is late in the season here there is more activity here than there is up north. However, I hope that is not a correct picture of the conditions in and around Indianapolis, and I also trust that things are going well with you.

Yours Very truly,

THE CARL G. FISHER COMPANY

F. R. HUMPAGE
Vice-President.

FRH-C

HEADQUARTERS 38th DIVISION
THE ARMORY, 711 N. Penn. St.
Indianapolis, Ind.

June 11, 1934.

Mr. Paul Kunschik,
Miami Beach Bay Shore Co.,
Miami Beach, Florida.

Dear Paul:

I am in receipt of deed to lots 8 and 9,
block 82, Bay View Subdivision, and am enclosing my check
for \$1.85 covering recording fee.

I understand the taxes have to be paid on
these lots or they are lost after August 1st. The Alton
Beach Realty Company have agreed to pay \$300.00 of these
taxes. I don't know how I'm going to raise the rest of it,
but must make some effort to do so.

Would you be good enough to put a ticker on
this so I will not lose the property, and give me the in-
formation whether I pay through the Alton Beach or direct?
Also, could you get from the tax people the exact amount I
have to pay?

Thanking you in advance for this information
and for all past favors, and looking forward to seeing you
up here when you come through, I am

Sincerely yours,

(SIGNED) BOB TYNDALL
Robert H. Tyndall

HEADQUARTERS 38th DIVISION
THE ARMORY, 711 N. Penn. St.,
Indianapolis, Ind.

July 9, 1934

Mr. Paul Kunschik,
Miami Beach Bay Shore Co.,
Miami Beach, Florida.

Dear Paul:

Would it be asking too much of you to find out exactly how much taxes I have to pay on those two Alton Beach lots? I think it is in the neighborhood of \$700. If you can, find out the day that is the dead line for me to get the money there. I am a little foggy as to whether this is state, county or city, or all three, or is it to take up a tax sale and am I to pay it at one place or two different places? I will appreciate your kindness if you get me this information.

You should be glad you have been in Florida the last two weeks as we have had the most terrible heat here.

Don't fail to give me a ring when you are up this way.

Sincerely yours,

(SIGNED) BOB TYNDALL
Robert H. Tyndall

THE CARL G. FISHER PROPERTIES

MEMO TO Mr. F. R. Humpage

DATE July 13, 1934

FROM Paul Kunschik

SUBJECT LOTS 8 and 9, BLOCK 82, BAY VIEW SUBD.
ROBERT H. TYNDALL

On March 26, 1934, Mr. Fisher, as President of The Carl G. Fisher Company, wrote a letter to Gen. Robert H. Tyndall with reference to Lots 8 and 9, Block 82, Bay View Subdivision which were conveyed to Gen. Tyndall on that date. In this letter it was proposed to raise \$300.00 by August to apply on current and past due taxes. Gen. Tyndall was supposed to raise the difference. At that time it was estimated that the taxes and liens amounted to approximately \$690.00. Since the lien settlement period expired July 1, 1934 the amount necessary to redeem these taxes is more nearly \$725.00.

Gen. Tyndall has written me two letters - one dated June 11, 1934 and one dated July 9, 1934, with reference to these taxes. I am handing you copies of these letters herewith. I am writing Gen. Tyndall today giving him the information as to the approximate amount of money necessary to redeem these taxes, assuming that The Alton Beach Realty Company will put up the \$300.00 it agreed to pay. If The Alton Beach Realty Company is not in a position to pay this money, then it would appear that Gen. Tyndall will have to finance the entire thing and make the deduction of the \$300.00 from the future sales price of this property if said sales price exceeds his equity.

If you write to Gen. Tyndall on this subject, I would appreciate having a copy in order that our file here may be complete.

PK:MKH

Paul Kunschik
PAUL KUNSCHIK

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

September 17, 1934.

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

Dear Carl:

I drove in home with Turkish knife, couple of books and a bottle - which is evidence that you are still giving away things.

I enjoyed my three day stay with you very much, but it is a good thing I came when I did, for I found plenty of things to do waiting for me.

I took a copy of the Miami Beach report to the bank and they're very much surprised and, of course, pleased, that things are so prosperous down there.

I got a Government loan on my farm and am going down to Martinsville today to close the thing. Tell Margaret to look into this matter and refund her farm loan on a smaller interest basis and amortize it over a longer period of time.

Hope your good weather continues at Montauk and that you have a nice trip south.

Yours,



Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION

THE ARMORY, 711 N. PENN. ST.

INDIANAPOLIS, INDIANA

October 8, 1934.

Mr. Carl G. Fisher,
Montauk Point,
Long Island, N.Y.

Dear Carl:

I am sending you, under separate cover, the two books I borrowed. The "Mutiny on the Bounty" is a knockout - one of the best I've read.

My proposition at French Lick fell through. Confidentially, they admitted that the extended season in Florida had much to do with their poor business. There's no doubt but what they have a real problem there. There is a question in my mind if it will ever work out.

You will be leaving soon for the south and I hope you have a good trip and will drop me a line sometime at your convenience and let me know all about everything.

Yours,



Robert H. Tyndall.

October 22, 1934

General Robert H. Tyndall,
The Armory,
711 N. Pennsylvania St.,
Indianapolis, Ind.

Dear Bob:

For an old banker you can certainly pull a lot of bonhead things.

In the first place you sold your property for \$100 down at a ridiculous price. We're selling a corner not as well located as yours for \$2500 today, and you're selling both your lots for \$2500. We sold two other lots on West Avenue at \$1687.50 all cash each.

Now, you have had your papers prepared for some time and these people have horsed around and haven't closed. If you have an ounce of brains left you will wire your people the deal is off, give the papers back and then tell them to go to hell.

Then, if you want your property sold, turn it over to Pete Chase and he will probably get you \$1600 more than these people are giving you.

If you haven't enough to eat on until these lots are sold, let me know and I will lend you \$6.00 to eat on until then.

Sincerely yours,

CARL G. FISHER

CGF/vhs

HEADQUARTERS 38TH DIVISION
THE ARMORY, 711 N. PENN. ST.
INDIANAPOLIS, INDIANA

October 25, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Have your letter of October 22nd and if you were sitting up here and had turned down two previous offers and cash was offered you for some lots that great distance away, and there was nothing selling in this part of the country, I believe you would sell. There's another thing. I had to go to the bank and borrow \$750.00 for back taxes. So all in all, you can understand why I might be tempted to take an offer.

I have wired Reid that the deal would be off Saturday if the cash is not in the bank. Pete Chase has had the property and has submitted one or two offers, which were much lower than this figure I accepted. In both of the other offers I wrote your office that I turned them down because I did not want to break the market or establish a low price that would effect your adjoining lots.

I just returned from Nashville, Tenn., and the place was crowded with good-looking tourists heading for Florida - and I do not mean the Legion crowd.

I have just had quite a session with our old friend, Dr. Reese, and I haven't a tooth left in my head, and if you think breaking in some new teeth on sore gums is funny, try it. In addition to this, the second day I had them on, on in, or whatever you call it, a horse turned a complete back-flip with me, landing absolutely on top of me with his feet in the air, and I still have some sore ribs. That would have been a good day for you to have tackled me. You might have thrown me but I doubt it.

Yours,



Robert H. Tyndall.

October 29th, 1934

Gen. Robert H. Tyndall,
The Armory,
711 No. Pennsylvania Ave.,
Indianapolis, Ind.

Dear Bob:

Regarding your French Lick proposition, roadside tourist camps as far as the tourists are concerned, are going to clean up on the hotels. The best tourist camps now are twice as good to stop at as a hotel -- particularly on account of the convenience, also the low cost; but convenience is the great item.

French Lick would make a wonderful stopping place for the whole northwest and everything west of Indianapolis for tourists. I think we could help you lay this out so that a small part of the hotel could start with the facilities they have. You could organize a great bunch of assistants from the hotels in the south.

Will be glad to talk it over with you.

Yours sincerely,

CGF/vhs

CARL G. FISHER

HEADQUARTERS 38TH DIVISION

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

Am
11/15
34

November 15, 1934.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I just had a talk with Jack Trimble and since he is a little sore, I thought I ought to give you the low-down so that you can correct his impressions if they are wrong.

He claims the Lincoln made \$42,000 ✓ last year and he had these items figured out in the following manner:

Interest paid not including Oct. ...	\$24,750.
Improvements.....	4,000. ✓
Salary.....	1,200.
Commission.....	1,200.
	<u>\$31,150.</u>

He claims that the \$3,000 Oct. interest should be paid to him and that the \$6,850 should be paid to him on the principal of the loan. He has made no mention in his figures of the cost of opening the Hotel, but I did not like his frame of mind and that is why I'm writing you to handle, of course, as you see fit.

We are having some wonderful fall weather and are gradually recovering from the election. They took it pretty seriously up here but certainly gave Roosevelt a vote of confidence, and since he has everything in his own hands, it is up to his administration to make good. The only Republican Councilman we elected in this State, Fred Landis, I understand died today. I was sorry to see Fred Britton whipped and I'm sure they will miss his leadership in the House.

Please don't think I'm horning in on the Trimble matter, but as you know I'm interested in your problems.

Yours,

Boz

November 22, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Mr. Fisher has referred to me your letter of November the 15th, wherein you refer to a talk with Jack Trimble, and I have prepared a statement showing the earnings of the Lincoln Hotel last year and showed what portion of that money was turned over to The Alton Beach Realty Company, i.e. \$41,500.00 and how the money was spent.

I am enclosing copy of that statement, which I think will be very clear to you as it shows not only what the actual net operating profit was, i.e. \$42,285.97, but also shows expenditures other than those mentioned to you by Trimble. He evidently overlooked entirely the amount which was paid out on account of insurance and taxes.

If this coming season is as good as we now anticipate, we should be able to take care of all interest payments due up to and including October 1st of next year; 1934 taxes; fire and wind-storm insurance premiums, and pay \$20,000 on past due principal -- in fact, it is quite possible that we may be able to pay in full the September 27, 1933, payment of \$25,000. That is what we have set out to do and strive to accomplish.

I haven't written or sent Trimble copy of this statement because I inferred that your talk with him was more or less of a personal character and that perhaps you would prefer that we refrain from taking up the matter direct with him, for if we did so, he would of course know that you had written Carl and perhaps might consider this as a violation of confidence on your part. However, we will be very glad to write him direct if you think it best for us to do so. Please let us know what your ideas are and we will carry out any suggestions you may make in this respect.

With personal regards, I am

Yours sincerely,

FRH:AVM
Enclosure

F. R. Rumpage.

Miami Beach, Florida,
November 22, 1934.

TO Mr. Carl G. Fisher,
FROM Mr. F. R. Humpage.

Referring to the matter of earnings of the Lincoln Hotel
for the 1933-34 season:

The first statement which we prepared at the close of last
winter's season, i.e. as of May 15, 1934, indicated the
net operating profit of the Lincoln Hotel was - - - - - \$45,535.74

A statement prepared at the close of our fiscal year,
i.e. Aug. 31, 1934, shows the actual net operating
profit as of that date to be - - - - - 42,285.97

The difference between the reported May 15, 1934, net
operating profit and that of Aug. 31, 1934, is - - - - - \$ 3,249.77

The reduction in operating profit as above is accounted
for by the following expenditures:

Payment of items not previously included
in 1933-34 operating costs-- - - - - \$679.61

Payment items account repairs,
maintenance building, etc., - - - - \$1548.16
Payment account renewals and
repairs equipment, furnishings, etc.-- 1022.00 2570.16 \$ 3,249.77

It was estimated that the cost of
repairs to buildings, equipment,
furnishings, etc., would be - - - - - \$ 4,000.00

Payments thus far made on these accounts
as above - - - - - 2,570.16

Balance of estimated expenses as provided
but not yet paid, - - - - - \$ 1,429.84

Indebtedness incurred but not paid as of Aug. 31, 1934, - - - - \$ 781.25

Net operating profit as reported Aug. 31, 1934, - - - - - \$42,285.97

Amount Paid Alton Beach Realty Co. by Lincoln Hotel
Management - - - - - 41,500.00

Difference between Hotel net operating profit and
amount paid The Alton Beach Realty Company - - - - - \$ 785.97

Alton Beach Realty Co. received from
Lincoln Hotel Management, - - - - - \$41,500.00

Disbursements by Alton Beach Realty Co.
account Lincoln Hotel properties as follows:

On account of interest or rental including		
July 1, 1934 (rent to 10-1-34) - - - - -	\$24,750.00	
Trustees' fees, - - - - -	250.00	
Fire and windstorm insurance premiums - - - - -	3,592.79	
1932 City, State and County Taxes, - - - - -	5,432.76	
1933 " " " " " " - - - - -	5,039.29	\$39,064.84

Alton Beach Realty Co. received in excess
of disbursements - - - - - \$ 2,435.16

As has been the custom heretofore, during the summer season, i.e. from the time of the closing of the Hotel up to and including the time of opening, for the Alton Beach Realty Company to finance miscellaneous expenses of the Lincoln Hotel properties, such as maintenance of grounds, etc., and, if possible, provide the necessary funds for the opening of the Hotel at the beginning of the following season. The amount required for this purpose varies anywhere from \$1500.00 to \$2,000.

From the above, you will note there are not sufficient unexpended funds left over from the 1933-34 winter season to pay the October 1st interest payment of \$3,000, even though there were no other miscellaneous expenses, such as maintenance of grounds, etc., to be provided for, and paid out of the funds on hand.

F. R. Humpage.

FRH:AVM

HEADQUARTERS 38TH DIVISION

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

November 26, 1934.

F. R. Humpage,
c/o Carl G. Fisher Properties,
Miami Beach, Florida.

Dear Fred:

I have your letter of November 22 and I knew that you would have a satisfactory answer. I called Trimble and find that he is in New York for a week. On his return, I intend showing him your letter and intend telling him that I have requested you to write him direct.

It's just the kind of a letter that you have written me with itimized report that he wants and I believe frequent correspondence with him will smooth everything out.

Don't forget he has been through the wringer in the banking business and has learned to ask for frequent reports on enterprises that owe the bank money.

Erisbane gave both Carl Fisher and the Beach a good boost this morning.

We are having the first bad weather of the season today, having had the finest fall weather I've ever seen up north.

Please show this letter to Carl.

Best regards.

Sincerely yours,



Robert H. Tyndall.

December 22, 1934.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Your letter of November 26th was delivered here during my absence in the North; forwarded from here unopened, and has been trailing me around and just a day or two ago was returned to me here.

Although somewhat delayed, I am today writing to Trimble and submitting to him a copy of the same report as was submitted to you; advising him that you had written us regarding it, etc.

I have been exceedingly busy, days, nights and Sundays, working on a reorganization plan of both the Fisher Company and the Montauk Beach Development Corporation, and am leaving tonight for the North, to be gone for a week or ten days, so I know you will pardon the brevity of this letter. It is now almost 6:00 o'clock Saturday afternoon, and I have been at it since early morning, with only a half hour for lunch.

With kindest regards and best wishes to you and your family for a Merry Christmas, I am

Yours very truly,

FRH:AVM

F. R. Humpage.

1934 CITY TAX REMINDER

FEBRUARY 15TH, 1935

PAGE ASSESS- MENT ROLL	LOT NO.	BLOCK NO.	SUBDIVISION OR GENERAL DESCRIPTION OF PROPERTY	TOTAL AMOUNT TAXES
	9	82	BAY VIEW SUBDN.	18.75

Your 1934 City of Miami Beach Taxes on the property described hereon have been due since November 1st., 1934,

AND STILL REMAIN UNPAID.

This reminder is sent you so that you may avail yourself of the opportunity of paying them before they become delinquent. All taxes not paid by April 1st., 1935 become delinquent on that day and shortly thereafter will be advertised for sale.

ROBERT H. TYNDALL

CITY OF MIAMI BEACH
Florida

C. W. TOMLINSON,
CITY TAX COLLECTOR

RETURN THIS NOTICE WITH REMITTANCE

1934 CITY TAX REMINDER

FEBRUARY 15TH, 1935

PAGE ASSESS- MENT ROLL	LOT NO.	BLOCK NO.	SUBDIVISION OR GENERAL DESCRIPTION OF PROPERTY	TOTAL AMOUNT TAXES
	14	81	BAY VIEW SUBDN.	25.00

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AND STILL REMAIN UNPAID.

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CITY OF MIAMI BEACH
 Florida

C. W. TOMLINSON,
 CITY TAX COLLECTOR

ROBERT H. TYNDALL

RETURN THIS NOTICE WITH REMITTANCE

1934 CITY TAX REMINDER

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CITY OF MIAMI BEACH
 Florida

C. W. TOMLINSON,
 CITY TAX COLLECTOR

ROBERT H. TYNDALL

RETURN THIS NOTICE WITH REMITTANCE

1934 CITY TAX REMINDER

FEBRUARY 15TH, 1935

PAGE ASSESS- MENT ROLL	LOT NO.	BLOCK NO.	SUBDIVISION OR GENERAL DESCRIPTION OF PROPERTY	TOTAL AMOUNT TAXES
	8	82	BAY VIEW SUBDN.	25.00

Your 1934 City of Miami Beach Taxes on the property described hereon have been due since November 1st., 1934,

AND STILL REMAIN UNPAID.

This reminder is sent you so that you may avail yourself of the opportunity of paying them before they become delinquent. All taxes not paid by April 1st., 1935 become delinquent on that day and shortly thereafter will be advertised for sale.

ROBERT H. TYNDALL

CITY OF MIAMI BEACH
Florida

C. W. TOMLINSON,
CITY TAX COLLECTOR

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1934 CITY TAX REMINDER

FEBRUARY 15TH, 1935

PAGE ASSESS- MENT ROLL	LOT NO.	BLOCK NO.	SUBDIVISION OR GENERAL DESCRIPTION OF PROPERTY	TOTAL AMOUNT TAXES
	8	81	BAY VIEW SUBDN.	25.00

Your 1934 City of Miami Beach Taxes on the property described hereon have been due since November 1st., 1934,

AND STILL REMAIN UNPAID.

This reminder is sent you so that you may avail yourself of the opportunity of paying them before they become delinquent. All taxes not paid by April 1st., 1935 become delinquent on that day and shortly thereafter will be advertised for sale.

ROBERT H. TYNDALL
The Armory
711 N. Penn. Street
Indianapolis, Indiana

CITY OF MIAMI BEACH
Florida

C. W. TOMLINSON,
CITY TAX COLLECTOR

RETURN THIS NOTICE WITH REMITTANCE

April 23, 1935.

Gen'l Robert H. Tyndall,
711 E. Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Enclosed is copy of telegram which I received from Bill Horn of Newport News, Va., and copy of my letter to Mr. Joseph Biggins, City Manager of Newport News.

They are people that you might get in touch with.

Yours,

CGF:AVM
Enclosures

CARL G. FISHER.

May 6, 1935.

General Robert H. Tyndall,
711 N. Pennsylvania St.,
Indianapolis, Ind.

My dear Bob:-

Enclosed herewith is a form of acceptance which is required that all creditors, stockholders, etc. sign so that at the next hearing scheduled to be held on May 10th that there may be available a sufficient percentage of acceptances from each class of creditors to make the reorganization plan of The Carl G. Fisher Company effective.

I am sending this to you by air mail with the request that you be good enough to sign this "Robert H. Tyndall, Trustee" and mail it back to me by air mail as quickly as possible so that it may be here on May 10th. I am sorry that the mailing to you of this acceptance has been delayed but we entirely overlooked the fact that it was necessary that stockholders, as well as all other classes of creditors, file with the Court their acceptance of the plan.

You will, of course, understand, that this acceptance will not be used by me unless Mr. Fisher and Mrs. Fisher both agree to the filing of same at that time.

It looks as if the plan of reorganization as now prepared is the best that can be done under the circumstances, and inasmuch as it provides for Carl's receiving a fair salary for a period of ten years, and that he obtains a 20% interest in the new Company to be formed that will take over the assets of the present Carl G. Fisher Company, it is desirable that we go through with the reorganization as is now planned.

The Alton Beach Realty Company recently sold quite a number of lots on Lincoln Road next adjoining the Golf Course and things look a little brighter, at least as far as money received will go in paying up back taxes, etc.

It also looks as though we had sold the El Mar Apartment property so as to net us something over \$42,000.00, but that amount will about clear up the Camden National Bank loan which, with interest, amounts to around \$43,000.00.

Yours very truly,

June 15, 1935.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Are you interested in going down to Mexico and taking a crack at this promotion that I have outlined to Gilbreath?

What will the expenses be, and I will see if I can dig them up. You will probably have to spend the best part of a month on the job.

The proposition could be up to the Government of Mexico so that it would make them millions of dollars; and also it would help out the Beach, and personally, of course, I want you and myself to make a million.

Yours,

CGF:AVM
Enclosures

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION

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

June 19, 1935.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Your letter of June 15th and the copy of
Gilbreath's letter received and is most interesting.

I think I told you there is a great building boom in the City of Mexico but I couldn't find out what caused it. Some said it was because Mexico had gone off the gold standard in 1930, but as sisal is the only thing I could see that they exported outside of silver, I don't see how the gold standard affected their exports. Of course the tourist business is going to be big in Mexico now that that road is opened up and the airplane service is excellent. The big problem for promotion down there will be raising money for the investment.

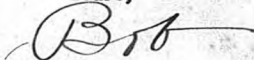
Why don't you call Peg Arthur in? He lived there several years and has a buddy down there by the name of Sanborne who is the most influential American and meets every American who comes to Mexico. He operates the biggest general store in the city, where you can buy everything from swaddling clothes to a drink of whiskey.

I'm still trying to put over a swimming pool. A Detroit group got together and organized a million dollar company with \$250,000 paid in. I understand they have their rights to build this particular type of pool in 14 states.

Yesterday and today I am doing a little work with Marmon-Harrington, assisting in demonstrating a military tank. They have about 25 American and foreign officers here.

Let me know when you go north.

Yours,



Robert H. Tyndall.

July 18, 1935.

Mr. Robert H. Tyndall, Trustee,
The Armory,
711 N. Pennsylvania St.,
Indianapolis, Ind.

Dear Bob:-

As successor Trustee appointed in connection with the Trust Agreement dated May 14, 1927, by and between Hugh Davis and Carl G. Fisher and Margaret E. Collier, there was issued in your name as Trustee, five thousand shares of stock of The Carl G. Fisher Company.

As Trustee under this Trust Agreement you and all other stockholders of The Carl G. Fisher Company representing the total of 40,000 shares, filed your acceptance of the Plan of Reorganization as amended in the matter of The Carl G. Fisher Company, Debtor, etc.

In an order confirming the Plan of Reorganization, dated July 3, 1935, signed by the Honorable Halsted L. Ritter, Judge of the United States District Court for the Southern District of Florida, case #1445, in the matter of The Carl G. Fisher Company, Debtor, in Reorganization under Section 77-B, the Trustees of The Carl G. Fisher Company, and the officers and directors, etc. of The Carl G. Fisher Company, were, among other things, ordered to transfer all of the assets of The Carl G. Fisher Company to the new corporation to be formed. This, of course, means that when and as upon the completion of the organization of the new corporation that the present The Carl G. Fisher Company will have no assets, and that said Company will, in due course, be dissolved, therefore, the certificate of stock for 5,000 shares issued in your name as Trustee, will have been extinguished and have no value, and you will, in due course, receive a communication requesting that you endorse and return the certificate which you hold for 5,000 shares of stock of The Carl G. Fisher Company.

Your position, therefore, as Trustee and as holder of the 5,000 shares of stock of The Carl G. Fisher Company immediately becomes that of Trustee without holding anything as collateral for the payment of the sums to be paid or the protection intended to be given to Margaret E. Collier in accordance with the Trust Agreement referred to.

Under the terms of the Plan of Reorganization Mr. Fisher is to receive a certain portion of the stock of the new corporation to be formed, and the writer has arranged with Mr. Fisher that there shall be issued to you as Trustee a like ~~of~~ proportion of stock which he is to receive in the new corporation to be formed, as you as Trustee held in The Carl G. Fisher Company.

July 16, 1935.

The total outstanding stock of The Carl G. Fisher Company was 40,000 shares. You, as Trustee, held 5,000 shares, or one-eighth of the total amount of the Capital Stock of The Carl G. Fisher Company issued and outstanding. Mr. Fisher is to receive under the terms of the Plan of Reorganization a total of 5,426 shares. There has, therefore, been issued in accordance with an order obtained from Mr. Fisher to the distributors of the stock of the new corporation (whose corporate name is "Carl G. Fisher Corporation") certificate #6 for 428 shares of no par value Capital Stock of Carl G. Fisher Corporation.

You, therefore, as Trustee, are now recorded as holding, as collateral to the Trust Agreement previously mentioned, 428 shares of no par value of the stock of Carl G. Fisher Corporation, in lieu of the 5,000 shares of stock of The Carl G. Fisher Company.

This transaction, the issuance of this stock, and all matters pertaining to the reorganization of The Carl G. Fisher Company have been discussed with the beneficiary, Margaret E. Collier (Fisher), under the Trust Agreement dated May 14, 1927 above mentioned, and she has and does now approve all that has taken place, including the issuance of this stock in the new corporation in lieu of the stock of the Carl G. Fisher Company originally held by you as Trustee.

As Trustee I think it advisable that you advise what disposition you wish to have made of the certificate for 428 shares of stock of the Carl G. Fisher Corporation above referred to. Do you wish this mailed to you or do you wish this certificate to be retained here, and if so, in whose care and under what conditions? Do you care to have this certificate sent to you, endorsed by you in blank, then left in some one's care here so that in the event of your death, disability, etc., the terms of the Trust Agreement can be carried out with the same force and effect as if you were not disabled and, therefore, unable to act, and furthermore, in the event it becomes necessary or desirable that this Trust Agreement be re-written so that it may contain all of its present provisions with the exception of the substitution of the collateral, or in the event that all parties are in accord that said Trust Agreement may be modified or changed in any way, that same can be accomplished with the least amount of trouble and inconvenience.

You will, perhaps, recall that under the terms of the Trust Agreement Mr. Fisher retained the right to vote this stock of The Carl G. Fisher Company. It is presumed that the same provision relative to the stock now being issued will prevail.

The Trust Agreement also provided, among other things, that Mr. Fisher be permitted at any time to change the Trustee. No doubt you are familiar with and have available a copy of the Trust Agreement.

The sole purpose of this letter is to acquaint you with the facts, conditions and substitution of collateral so that you as Trustee may be fully informed. May I suggest that you express your opinion in connection with any matters referred to herein, and just what you feel it necessary or incumbent

Mr. Robert H. Tyndall

- 3 -

July 18, 1935.

upon you as Trustee to do or say. Particularly do I desire that you should advise the undersigned, who for the moment, is retaining custody of this stock certificate for the 428 shares above referred to, pending receipt of instructions from you.

As a matter of record I am forwarding copies of this letter to Mr. Fisher and to Mrs. Fisher (Margaret Cellier Fisher) so that the records, this transaction and the present whereabouts of the new certificate for 428 shares may be known to all parties concerned and instructions given to me so that I may make delivery of this stock certificate in accordance with the wishes of yourself as Trustee and other parties of interest.

With personal regards, I am,

Yours very truly,

F. R. HUMPAGE.

FRR-C

HEADQUARTERS 38TH DIVISION

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

July 22, 1935.

Carl G. Fisher,
Montauk Beach,
Long Island.

Dear Carl:

I am enclosing a copy of a letter I mailed to Humpage in reply to a letter of explanation from him on the reorganization plan.

I am sure that you agree with me that it would be more satisfactory to you to have a trustee closer to the organization and yourself. Understand that I am not trying to get out of anything and while it was no work or called for any effort on my part to serve as trustee, I am simply putting things in your lap to do as you see fit.

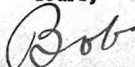
The only news around this part of the country is that the General Motors intends enlarging the Allison Plant. According to the news papers it will be quite an enlargement, all of which will help Speedway City - which apparently hasn't built as much as a wood-shed since you sold it out.

I have been hoping to come out and visit you but I am still trying to hook into something that will make a living. No one seems to want an Old Man in their organization and I find that I have to dig up something on my own - or nothing. I still am enthusiastic about that type of swimming pool but only have been able to raise a little over half the money, but am still am working on it.

I saw Lew Wacey here the other day and while he said things were a little quiet, Montauk looked grand.

Please remember me to Margaret and all the rest.

Yours,



Robert H. Tyndall.

September 5, 1935.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I have a very good toe-hold on something you could handle. It might be worth while to have a talk with you, and let you go into it.

I am going to be here through the month of September, but I am going to do something quite quickly regarding the organization in this new sign of mine.

I have a very fine factory interested to do the manufacturing and I can outline a program of selling, but of course there are a good many negotiations to get the proper protection from the selling organization.

I am quite sure that the business will branch into a very large business. The preliminary job of contracts and contacts is the first step.

Let me hear from you by return mail.

Yours,

CARL G. FISHER.

CGF:AVM

HEADQUARTERS 38TH DIVISION

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

September 6, 1935.

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

Dear Carl:

I have been trying to get out to see you all summer but the effort I am making in the pool business has kept me busy.

I was going along fairly well when the Government started to give out all the free money, which included swimming pools in their projects. I immediately got busy to sell these rights to the different communities on a commission basis and have several projects over the State under way. If the Government approves these, I will make a good commission this year and will then be in position to go ahead with my privately operated pools in cities where the Government has not erected publicly financed pools in competition.

I moved more troops at one time than has ever been moved in this country before by truck. There had been individual regiments of say 1,000 or more moved, but I moved 7,000 men, or 900 truck loads into Fort Knox and 900 truck loads out of Fort Knox, without hurting a man and only damaging two trucks. We were the laboratory on this work and had very good success.

I congratulate you on Miami Beach missing the hurricane. It certainly was a narrow squeek.

I saw Jess and Betty and Ed Ballard at the State Fair yesterday. They said that Jess' daughter, Kay, who, as you probably know, is at Saranac, N.Y., is coming along nicely.

Ruth is working on a column with the Indianapolis News, Sam is working for the Indianapolis Times, and Ann is to be married this fall - so you see we are all keeping busy.

Let me hear from you some time.

Yours,


Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION

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

September 9, 1935.

Carl G. Fisher,
Montauk, Long Island.

Dear Carl:

I have your letter of the 5th, which crossed my letter going to you.

I am very much interested in your new project, whatever it may be, and wish I could come down at once, but I am in the following position at the moment:

I have succeeded in getting about ten communities to make application for the swimming pool I am interested in, and the deadline was last Saturday night. The procedure is that the application comes to Indianapolis and then on to Washington for final approval. If they get the approval, my job is to keep the communities from changing their plans and approving the tank pool instead of ours. I have to meet with local patriotic lunch clubs, city councils, county attorneys, county commissioners, Mayors, city engineers, as well as the political tops of the State. I have driven late at night, arriving home as late as two o'clock in the morning in some instances.

Another confidential job I am working on; of the two million beef hides in the United States, I have a market for fifty-eight thousand here in Indianapolis, and am hoping to consummate this sale, as this small amount will not effect the hide market one way or the other. But there is so much rush and confusion on other things that I am unable to get a definite answer.

All of the above activity gives you some idea of how I am tied down in this State, but if I can get clear in the next week or ten days, will come down and see you. Will you be at Montauk or Port Washington? It is possible I might fly to one of the fields at Long Island, which will be in striking distance of Port Washington. I would much rather drive, however, and in that way have my own car.

Best regards to everybody.

Yours,



Robert H. Tyndall.

HEADQUARTERS 38TH DIVISION

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

September 13, 1935.

Carl G. Fisher,
Montauk, Long Island.

Dear Carl:

Your ring came one day and the letter the next. Craft seems to think he understands what you want and is going ahead with it. You did not say what size you wanted or what finger you wanted to wear it on. I couldn't even get it on my little finger, therefore can't imagine what size you would want to get it on one of your big paws. It's your ring and you know what you want, but I'm sorry to see such a beautiful thing reduced in size. As you know, the size you asked for will only be a fraction of the whole stone. If you want the size in diameter for your finger, let me know at once.

Since you are leaving the 18th, I won't be able to see you in the east but hope to run down south sometime and see you at Miami Beach.

My house looks like a business office, and Dean is certainly busy these days correcting copy on Sam's articles that he is trying to write on both local and international affairs for the Times, and correcting copy and ghost writing for Ruth's style of column as well as one weekly article on cooking and some little review on books. That, with helping Ann plan her house - selecting furniture, wallpaper, and what-not, for the house that is being built in Louisville - makes Dean a busy person. However, she has had a couple of nice trips this year. One through the west, a 10,604 mile trip in a Ford, and a couple of weeks up in Michigan some few miles north of your old place at St. Joe.

Ruth just came back from the Pacific coast where she had a six weeks visit. All of which is about normal for the Tyndall family, who are usually scattered all over the place.

Regarding saddle and bridle equipment, we can use it to advantage and keep it in good shape in case you want it at any time. While I am motorized, I still use a few horses and my saddle is just about worn out.

Michael is out on my farm on 20 acres of wooded pasture with a fine spring and is as hard to catch as a fox, when we want to take him up.

Be sure to send me the finger size you want for the ring.

Love to Margaret.

Yours,



Robert H. Tyndall.

DYES
PAINTS
SOAPS
SOLVENTS
CHEMICALS

UNIVERSAL TEXTILE LABORATORIES

120 WEST KINZIE STREET



TELEPHONE SUPERIOR 6838

CHICAGO, ILLINOIS

Sept. 26, 1935

PROCESSES
FORMULAS
TEXTILE
PROBLEMS
SOLVED

Lincoln Hotel
Miami Beach, Fla.

Gentlemen: Attention of the Manager

CARPETS CAN NOW BE DYED ON YOUR FLOOR WITHOUT REMOVAL
UNDER OUR NEW UTL DYEING SERVICE, WHICH IS GUARANTEED
SUNFAST AND WASHPROOF.

The remarkable success which we have had in dyeing carpets for many of the most prominent hotels, without removal from the floor, is a service which is now recognized as one which all hotels and apartment hotels should know about.

We call your particular attention to one important feature of this service and that is, it enables hotels to save considerable money as compared with the cost of laying new carpeting, and we have demonstrated this here in Chicago.

At the present time we are endeavoring to reach prospective users throughout the country, and to date have had most gratifying results. These out of town hotels have their own housemen apply the dye solution by merely following the few simple directions which we furnish with each order. Some of our local customers also apply the dye themselves, thus effecting an additional saving.

Under our UTL dyeing system, the carpets are in no way affected as to tensile strength or general appearance, other than to improve same. Considering the fact that you can now have your carpets dyed most any shade to meet your requirements, we are positive beyond doubt that this service, which has proven so successful for all of our hotel customers, will also appeal to you.

We list below a few of these hotels and other customers in this city for whom we have done satisfactory work, and to whom we refer as reference, and trust we may have the pleasure of hearing from you.

Yours very truly
UNIVERSAL TEXTILE LABORATORIES

Frank E. Sincere
Frank E. Sincere

FES/jm

Refer to: The Drake Hotel - Blackstone Hotel - University Club
East End Park Hotel - Marshall Field & Company
Wieboldt's Dept. Stores - Chicago Athletic Assoon.

7608 N. E. Miami Court,
Miami, Fla., Oct. 15, 1935.

Universal Textile Laboratories,
120 W. Kinzie St.,
Chicago, Ill.

Gentlemen:-

Attention: Frank E. Sincere

I have your circular letter of September 26th.

I would like to have a sample of the carpets that you have dyed that are sunfast and washproof. We have a large amount of this work to do and have used some other service but never found a dye that was sunfast and washproof. If you have such a dye we can give you a good deal of business.

Yours very truly,

CEC

CHAS. E. CLARK

HEADQUARTERS 38TH DIVISION

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

November 5, 1935.

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

Dear Carl:

I suppose you are swamped with telegrams and letters regarding conditions, but as I get it the storm was short lived and the worst feature is that it is so late in the season you won't have the time to clean up that you did after the other storm. I know you were glad to have been down there during the storm, as I imagine it was very interesting. Had I known it was coming I would have joined you through some hook or crook. It's certainly too bad to have it happen, since the beach was making such wonderful strides.

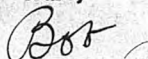
It was most gratifying, I know, to you as well as others to have the Bay Shore be in position to pay a dividend.

I just finished a 5,000 mile flight in a military plane to the Pacific Coast - through Cheyenne to San Francisco - and looked down upon the "sink" where you will remember, I believe, you and Henry Joy financed a piece of highway as a link in the Lincoln Highway. We then flew down the coast to Los Angeles, San Diego, and back to Santa Fe, where I had a meeting, and then home.

I visited Leo Carrillo for about an hour and he spent the entire time trying to find out a way he could get you to visit him. There is no doubt that he has the house that he has probably always dreamed of having - and it is simply fine. I know that if you would visit him he would have realized a great ambition. He has quite a unique bar where he displays a sign "No Hard Liquor Served To Indians". This, he claims, was put up for the benefit of Will Rogers, whose ranch adjoins his place.

When you get your head up and have time let me hear from you.

Yours,



Robert H. Tyndall.

November 15, 1935

Mr. Robert H. Tyndall
The Armory, 711 N. Penn St.
Indianapolis, Indiana

Dear Bob:

Yours 5th. I always wanted to see a real hurricane and as it blew one hundred fifty miles an hour in spots I got to see one. I was knocked down and rolled over three times between the garage and the house and we still have scratches on the stone steps where I hung on.

I had a long telegram from Leo. I advised him that we would arrive to stay until May.

If your swimming pool is not going so good I think I have something that you could try out that might run into quite a business. I have been in correspondence with the Bushman Brothers because this business needs a small central location with already an established over-head, at least for the starting. I may hear from them in the next few days that they will come down and look over the prospects. At any rate, I will keep you advised.

Yours

CARL G. FISHER

CGF:PM

HEADQUARTERS 38TH DIVISION

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

November 19, 1935.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Have yours of the 15th and I repeat I would have liked to have been there to have blown around with you in the storm.

In another month I'll know a great deal more about my future activities, and if they do not work out as planned, I'll probably be running down right after the first of the year to look into your new scheme.

The Buschmanns have approached Frank Horuff regarding some kind of a light, about which I know nothing of the details, but thought this might be your proposition.

I'll let you know more about my activities later.

Yours,



Robert H. Tyndall.

Miami Beach, Florida
November 22, 1935

Mr. Robert Tyndall
Indianapolis, Indiana

Dear Bob:

I have yours of the 19th. I would like to know what you know about Frank Horuff as a business man.

I have an idea which is very good and there is a big demand all over the United States for such signs and they can be made very economically and easy to sell and to put up. This should be made in a central shipping point and should at least get a start in a small factory without adding a lot of over-head initial expense to get going.

I have some signs here that we are putting up at the Flamingo and the Lincoln but I have some patent applications on a very good window display sign that should sell in large quantities when it can be gotten together.

If your swimming pool is a bad one, why don't you run down here?

Yours,

CARL G. FISHER

CGF:PM

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HEADQUARTERS 38TH DIVISION

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

November 27, 1935.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Have your letter of the 22nd.

Frank Horuff is a good business man. He appears to have made quite a little success in the shoe business and seems to have his feet on the ground all the time.

I will know in the next few weeks just what my future will be and will then, I hope, be able to run down and see you.

I notice Brisbane is giving you and Jess and Ed Romfe some good publicity.

Yours,



Robert H. Tyndal.

HEADQUARTERS 38TH DIVISION

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

January 11, 1936.

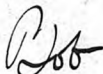
Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I have been waiting around here until this National Guard Bureau Chief business was settled. While I was in the lead quite a while, it developed into a partisan appointment, and General Blanding from Florida, a Democrat, was appointed.

I am now free to move around and intend driving down for a few days, as I want to see you and talk things over.

Yours,



Robert H. Tyndall.

January 16, 1936.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Yours of January 11th received.

Will be glad to see you when you
get down here.

Regards.

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION

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

January 31, 1936.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

I am leaving here probably tomorrow and have looked over Horuff's proposition here and have some information to give you.

We have had some great weather up here. Quite a little skating.

Yours,



Robert H. Tyndall.

February 13, 1936.

Mrs. Robert H. Tyndall,
2016 North Meridian Street,
Indianapolis, Indiana.

Dear Dean:-

Enclosed find deed for your signature on a lot that was in my name as Trustee.

Please have your signature notarized in the place indicated. You can go down to my office and have it notarized or take it to the Bank, where the Manager of the Savings Department is a Notary.

Please return this at once. There is no compensation in it for either of us - it is simply a Trustee property.

Yours

RHT:AVM
Enclosure

P.S.-- You are to sign on the second line and have someone witness your signature, in the places marked "x". The Notary is to fill out the second affidavit, as you will see, which is also marked "x".

R.H.T.

February 17, 1936.

Col. Robert Moorehead,
C/o Bobbs-Merrill Company,
Indianapolis, Indiana.

My dear Colonel:-

Mr. Carl G. Fisher usually presents his customers at the hotels with a little present, and he thought that Abe Martin's "Barbed Wire" book would be an appropriate thing this year, provided the cost was low enough.

Will you quote us a price on 1,000 of these books, and address your letter to me here, in care of the Carl G. Fisher Corporation, Miami Beach, Florida.

Hope you were able to dig yourself out of the snow.

Sincerely,

RHT:AVM

5-9-60

3-14-36.

GENERAL TYNDALL:

Received a telephone message, saying that Mrs. Pollak would appreciate very much your sending her the information regarding the place for Mr. Seligman to keep his polo ponies.

Please address Mrs. Pollak in care of Mrs. Julie S. Bache, 148 Barton St., Palm Beach, Fla.

A.V.M.

Alton Tro Pack

5416

N.W. 12th Ave

Hector Supply Co
Miami Fla

Miami Beach, Fla., March 16, 1936.

Mrs. Florence Pollak,
C/o Mrs. Julie S. Bache,
148 Barton Street,
Palm Beach, Florida.

Dear Florence:-

Your friend, Mr. Seligman, can write both the Hector Supply Company, of Miami, Florida, and Albert Frohack, 5416 N. W. 12th Avenue, Miami, Florida.

Either one of these people will take the ponies, and I think it well for him to get the price in advance, to save all controversies.

Yours very truly,

ROBERT H. TYNDALL.

HEADQUARTERS 38TH DIVISION

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

March 23, 1936.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

If I hadn't had such a fine time and gotten into such good condition visiting you I would have been pretty sore on my drive north, because, of the many of thousands of miles I've driven, never have I gone over such roads as N. Carolina, Tenn. and Ky. They have actually blown up and every few hundred feet you have to maneuver around to get the car over. In fact, in Ashville a police stationed there told me I could not get through as the snow-drifts were too heavy, but I took a chance and did get along but found it extremely hazardous, as the snow had caused large rocks to fall down off the mountains. All the hotels around both Ashville and Knoxville are filled with tourists who have been warned not to go further.

You certainly showed me a good time and I think I enjoyed this visit more than any other, and looking out at the rain and fog today it's easy to understand why those who can do so should remain in Florida until May at least.

I haven't told Buschman the story yet. What are you going to give me to keep quiet?

Give my very best to Margaret.

Yours,



Robert H. Tyndall.

April 15, 1936.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I have yours of March 23rd.

Sorry you had such a bad trip home.
I am going up on the train when I go.

We have had a wonderful season here--
beating the records of sales in ten years.

You can tell Buschman now that he is
a semi-cripple, I can throw him through the
window.

Regards.

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION

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

June 1, 1936.

Carl G. Fisher,
Montauk Point,
Long Island,

Dear Carl:

I am addressing you at the above address because I imagine you are north.

They had a large crowd at the race. Papers said 170,000, but I don't believe it. They have lied so much about figures that they have got to keep it up now. No doubt the improvement of the track has cut down accidents, for as you know there was only one.

I was out one day to see the trials and saw Rick and Steve.

I had to deliver the Memorial Day address to the Hunkies at East Chicago, flying up just as the race started and landed home just as it was over. I thought it was safer flying that it was on the road, as the cars looked like ants on the highways. There were 75 military planes at my divisional airport. Nobody knows how many private and chartered planes there were at the three other airports.

I traded the speech in East Chicago for the order of two swimming pools, so I consider it a good days work even if hard. Got the excavation in for two pools and have quite a number signed up. If I can get all approved that I have in the mill it won't be a bad years work.

Have been working on our big Second Army Maneuver, which will be the biggest thing attempted since the war in numbers of men. Was in Washington last week on this thing. After it is all over I hope to drive down east and see you.

Yours,



Robert H. Tyndall.

June 8, 1936.

Gen'l. Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Robt:-

I have yours of the 1st. I know all about these race crowds. However, they must have had a very good meet and no serious accidents, which is very desirable.

I am glad you got those two orders. If I can ever get my deal through down here, I will buy one of them. I have a hard time, however, to get any proper financing.

I will be glad to see you at Montauk any time you can come.

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION

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

August 31, 1936.

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

Dear Carl:

I have been hoping to come down to see you ever since my return from the Field Maneuver but I find that I should be three places at once around here in different parts of the State. I have around 25 towns in Indiana interested in swimming pools and have already three under construction, but as the free money is all political with so many funny angles, I have to go back and fourth many times to each place to kick them loose. I am sure if I don't get them under way before election time that those that I haven't completed will be dropped.

It looks now as though I will not be able to see you if you leave before October. I just can't take a chance on loosing some of these projects.

You have been very nice to the girls in allowing them to have that house. It certainly has helped a lot. I'm hoping Dean will gain sufficient strength to travel home on a train before long. Otherwise Ann will have to look around for a house with heat someplace in the Hamptons if they're going to stay on.

That certainly was a nice dividend Bay Shore paid and made a good back-log while I was working on other things.

If I don't see you before you leave for the south and after I clean up all possibilities around here and Dean gets on her feet, I want to have a visit with you in Florida.

The heat has been terrific here this summer and those who didn't drop dead are exhausted. I've spent nearly every night along-side a swimming pool.

Hope this finds you well.

Yours,



Robert H. Tyndall.

September 24, 1936.

Mr. Robert H. Tyndall,
The Armory, 711 W. Penn. St.,
Indianapolis, Ind.

Dear Bob:-

I do not blame you for sticking on that job. I hope you will sell a lot of those things before they do have an election. Things are going big down here and getting more and more into a small boom every day.

We were glad to do what we could for you and Ann was certainly right on the job. Hope to see you in Florida.

Yours,

CGF-C

CARL G. FISHER

HEADQUARTERS 38TH DIVISION

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

November 10, 1936.

Carl G. Fisher,
Miami Beach,
Florida.

Dear Carl:

Well, the election is over and i find myself free from all entanglements. Had the Republicans been elected I might have had a job and had to go to work.

Jack Trimble said he talked to you over the telephone and said that things were booming down there. I think his feet are itching to get down.

Dean has had her ups and downs since returning home and goes to the hospital today for observation, where we hope we can find out what her trouble is.

I am kicking a pool loose every now and then but there is so much red tape and politics in the whole situation that I never know just when a deal is closed.

Understand the Bay Shore Company has opened up some more lots around the Polo Field.

Hope this finds you and Margaret well.

Yours,



Robert H. Tyndall.

November 12, 1936.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

I am glad to hear from you again.

Yes, the election is over and everybody has gone back to work. We are into another boom here - apparently better than 1925 as far as substantial work is concerned.

The Bay Shore Company opened a subdivision in the Polo Field, of 36 lots and sold them in three days, and could have sold them all in three hours if they could have made out the deeds.

Regards.

Yours,

CGF:AVM

CARL G. FISHER.

HEADQUARTERS 38TH DIVISION

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

*Copy
12/15/36*

December 12, 1936.

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

Dear Fred:

I am enclosing two tax bills that I believe are on some lots that I am named as trustee.

I understand you are having a big boom down there.

Remember me to the crowd.

Sincerely yours,

Bob

Robert H. Tyndall.

December 15, 1936.

Gen'l Robert H. Tyndall,
711 North Pennsylvania Street,
Indianapolis, Indiana.

Dear Bob:-

Just received your letter of the 12th, enclosing tax bills forwarded to you from Montauk. You are correct in your assumption and we will take care of them.

Relative to your suggestion that we are having a big boom down here, would say that I am not sure it can be correctly called that - at least, I hope that is not correct, for most of us, particularly at our age, cannot readily forget what has happened to booms, whether they be in real estate or the stock market.

I am enclosing herewith copy of a recent building report gotten out by the City of Miami Beach, which will give you some idea of what has been happening down here this year in the way of new buildings, etc. I am sure you will be interested.

I most certainly will remember you to the "crowd" as you suggest. Carl isn't here this morning so I cannot deliver your message immediately but will see that he gets it later.

Hope you are well and that your swimming pool proposition is going over big and that you will make a great success out of it. Also hope to have the pleasure of seeing you down here during the winter.

With kindest regards, I am

Sincerely yours,

FRH:AVM

F. R. Humpage.