

FISHER JURYMEN PUT UNDER GUARD

Lose Freedom as Evidence in
\$500,000 Suit Is Completed
by Both Sides.

VALUES CONTRACT AT \$13,000

Insurance Man Gives Estimate—
Defendant's Wife Contradicts—
Miss Hassler on Stand.

All evidence in the \$500,000 damage suit filed by Gertrude W. Hassler against Carl G. Fisher was concluded yesterday afternoon. The argument will be begun at 8:30 o'clock tomorrow morning and each side will be allowed three and a half hours. The jury will retire tomorrow evening. When the jury went into the box yesterday morning it had had its last meals. It was in charge of the balliff at all meal hours yesterday and is being kept together under the eyes of balliffs on orders of Judge Gibson. The court said the watchfulness was only a matter of precaution to keep the jury from eavesdropping on discussions of the case.

The first witness was John H. Higdon, an insurance secretary. He was called by the defense and testified as to the cash value of the contract, the contract alleged Fisher made with the plaintiff. The attorneys for Miss Hassler had introduced mortality tables in an effort to show the jury that she was entitled to \$100 a month for the expectancy of Fisher's life, under the alleged contract of settlement.

PLACES VALUE AT \$13,000.

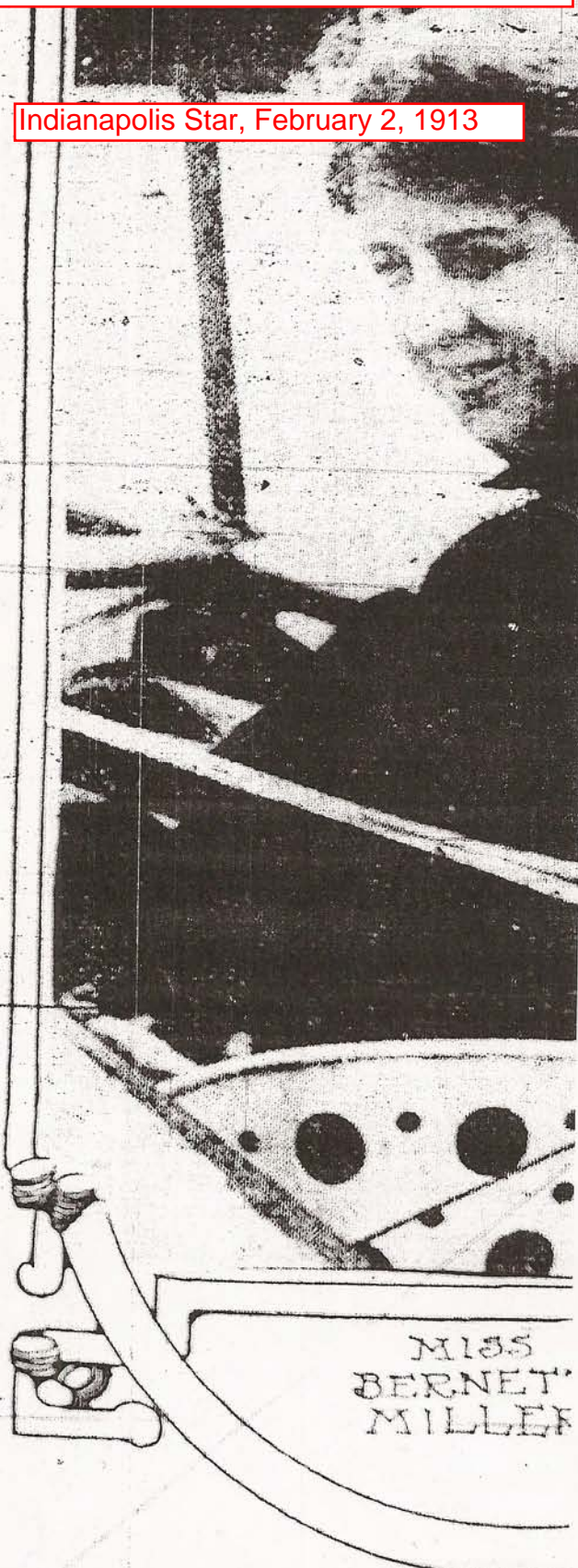
Higdon testified that, as a straight question of insurance, a company would figure that the cash value of the alleged contract would be about \$13,000. The plaintiff had no rebuttal testimony.

When all the evidence had been submitted, the defense made a motion that the court compel the attorneys for Miss Hassler to elect on which paragraphs they desired the case submitted to the jury. They argued that the paragraphs were inconsistent and all should not be admitted. The first paragraph alleges a breach of promise to marry. The second

Suffragist Aviator

Carl G. Fisher, Carl Fisher, Gertrude Hassler.

Indianapolis Star, February 2, 1913



MISS
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inconsistent and in some cases admitted. The first paragraph alleged a breach of promise to marry, the second paragraph alleges that Fisher broke a contract, the consideration of which was his release from liability to Miss Hassler, and the third paragraph alleges that the consideration for the alleged contract was that Miss Hassler would not sue him. The motion was withdrawn before Judge Orinson made a ruling.

For about ten minutes just before the close of the morning session, Mrs. Carl G. Fisher, on the witness stand, faced the woman who is suing her husband, and, in answer to questions of her husband's attorneys, related when and where Fisher was for a week before his marriage, part of which time Miss Hassler swore he was with her.

CONTRADICTS MISS HASSLER.

Mrs. Fisher swore positively that every night of the week of her marriage Fisher was with her from 7 or 7:30 o'clock until about midnight. Miss Hassler asserted Fisher was with her on the Tuesday night before he was married.

Mrs. Fisher was dressed in a blue tailored suit and wore a black hat trimmed with white. She waited in the Circuit Court room until called. Her husband escorted her into the Superior Court room and to the witness stand. She looked squarely at the jury while answering the questions and paid little attention to Miss Hassler. Miss Hassler watched Mrs. Fisher intently part of the time she testified.

The first question related briefly to Mrs. Fisher's acquaintance with Fisher before her marriage and her occupation. She was asked if she recalled what occurred the Tuesday night before her marriage. She answered she did, and said that Mr. Fisher called at her home about 7 or 7:30 o'clock and they went to the Cange Club together. They had a lunch there and then took a long drive in a machine, returning about midnight. She fixed the date in her mind by an incident about a robe, which had been in an electric machine she and her mother used in the afternoon and which had been taken for the drive in the evening. The man who called for the electric machine thought the robe was stolen, she testified, and an explanation was made to him before he took the machine to a garage.

WEDDING HASTENED.

The Monday, Wednesday, Thursday and Friday nights of the same week, Mrs. Fisher said Fisher was with her, driving or at her home until later. The night before they were married she said he came about 7 o'clock and remained very late, because they were making arrangements for the wedding. It was that night, Miss Hassler had testified, that she had a long telephone conversation with Fisher, in

Miss Baretta Miller, the only woman aviator in America, has been chosen to carry a message advocating votes for women to Washington on March

which she pleaded with him to take her to Omaha, Neb., and he refused.

Mrs. Fisher testified that her wedding occurred sooner than had been planned because of litigation against Fisher in Los Angeles, Cal., which called him there. He desired that she go with him and the marriage was hastened for that reason.

On cross-examination by Attorney Bailey, she said she and her husband stopped at Denver, Col., Salt Lake City, Utah, and at Los Angeles, Cal. From there they went to San Francisco, and finally to Seattle, Wash., before returning to Indianapolis. Mr. Bailey concluded his examination at that point. Mrs. Fisher left the room, without a glance at Miss Hassler, on the arm of her husband.

Fisher was on the witness stand the greater part of the morning for cross-examination. He was asked many questions about the words, "Don't forget you are mine. I have the checks. I will be lonesome Thursday," written by him in a book he gave Miss Hassler.

CROSSES OWN ATTORNEYS.

He admitted he probably was sincere when he wrote the words, but on redirect examination he was asked what he meant by sincere. He objected to answering his own attorneys, but finally said:

"I paid all her expenses and took pains to see that she had money for all her wants, and I thought at least she ought to be true to me while out of town."

He admitted that he thought much of Miss Hassler and had kissed her frequently, but said he never promised to marry her.

When asked on cross-examination whether he had caressed her in the presence of her friends and relatives, as she had testified, he said he was not in the habit of "waiting for all the friends and relatives to gather together before doing such things."

Fisher was asked a question as to what he desired Miss Hassler to do and why he tried to make a settlement. He answered that he desired that Miss Hassler get out of town, stay away and quit annoying him by following him.

GIVES PLAINTIFF BURDEN.

On redirect examination the defense put before the jury the fact that the first questions which tended to show that Fisher and Miss Hassler had been intimate at any time in their acquaintance were asked by the attorneys for Miss Hassler long before the trial or when Miss Hassler had been examined under oath by the defense. The defense has at all times thrown the burden of bringing out such testimony on the plaintiff's side.

The only other witness for the defense in the instance was HENRY I. HARR, who has no office in the Hume-Morgan building.

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