

**CALLAHAN & HARRIS**

ATTORNEYS AT LAW

TELEPHONE 61

DECATUR, ALABAMA

April 3, 1922.

Mr. Harry Walker  
Athens  
Ala.

Dear Sir: In re: Tolley case.

As indicated in our conversation Friday, if dealing with Tolley, we could not take this case for the balance of fee and contingency due your brother at the time of his death. It is a perplexing and somewhat embarrassing matter to suggest a fee to the representative of his estate.

While it, plunging somewhat in the dark (in view of the fact that we have not investigated the new question injected in the case) and we are not particularly anxious for the case on these terms, we will name a fee of \$500.00 to be paid in any event, or the alternative of a fee of \$250.00 to be paid in any event and \$500.00 contingency on success. A ~~suggested~~ <sup>suggested</sup> conclusion of the case would give the estate \$600.00 under the first proposition and \$350.00 under the other. On the other hand, if the case should be finally lost, the first proposition would mean a net loss to the estate of \$400.00 and the last proposition a net loss of \$150.00.

We do not think that the personal representative has any authority to make such a contract, and we doubt the wisdom of it, and ordinarily we would not take up the case in this manner. If the terms we suggest are not satisfactory of course you will not hesitate to say so and we will return the papers and thank you for the confidence expressed. Or if you have anything different to suggest, we will be glad to hear from you.

Very truly yours,

AJH/sh

*Callahan & Harris*

*The statement sent us sometime since against Pitt, was turned into Court & paid to Thomas yesterday*