

E. W. GODBEY

LAWYER

DECATUR, ALABAMA

PHONES:

OFFICE 1281

RESIDENCE 133

Sept. 19, 1934.

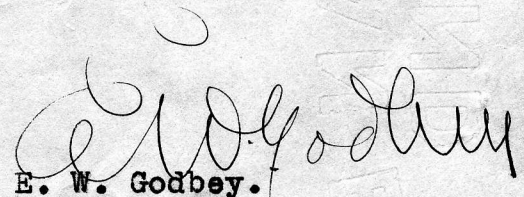
W. S. PEEBLES V. FLORENCE E. LESLIE, ET AL.

Mr. Sam Bowen,
Athens, Ala.

Dear Sir:

If anybody wishes to pay more than \$9,500.00, the proper procedure for such purchaser would be to file his petition with the Court stating just how much he is willing to pay and pay to the Court or the administrator in cash a substantial part of the purchase money that he is willing to give for the lot. Then, he should swear to this petition. As a part payment on one bid already made amounts to \$1000.00, any other bid ought to be accompanied by the payment of \$1500.00, and I doubt if the Court would be inclined to confirm another bid now, at this late date, for less than \$10,500, in the aggregate, though anyone desiring the lot at more than \$9,500 might offer any higher sum. I am just giving my guess about what the Court would do. I am not binding anybody by what I am now saying, and what I have written is just what I personally imagine would be the attitude of the Court. Of course, it would not look very well for the administrator to make a contract with one party and take that party's money and then go 'round trying to drum up a better contract and be trying to make the Court destroy the contract that the administrator might already have made.

Yours truly,


E. W. Godbey.

EWG:G.