

CALLAHAN & HARRIS

ATTORNEYS AT LAW

TELEPHONE 61

DECATUR, ALABAMA

May 23, 1923.

Mr. R. H. Walker
Athens
Ala.

Dear Sir:

I was over at Athens Tuesday afternoon to see Mrs. Walker, expecting at the same time to see you and Mr. Rankin, but found Mr. Rankin out of town and you had left your office when I went by there.

I canvassed the situation with Mrs. Walker as thoroughly as possible under the circumstances, and she thinks that it is probably best to come to some definite understanding now, and she still desires to purchase the home place rather than take a deed to it for her life, and is willing to accept the proposition to pay the \$4500.00 which you proposed. If I correctly understood the negotiations passing between you, the home place was valued at \$6500.00, and she was to be credited with \$2000.00 as her homestead and pay the balance of \$4500.00. Really she is entitled to a homestead interest and also a dower interest in this home place, and in my judgment the combination would amount to considerable more than \$2000.00, but no question will be raised on that.

Her right of dower is fixed as of the date of the

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death of Mr. Walker and she sees no advantage to be gained by delaying its assignment. However, I explained to her that if the assignment was forced there would be some probability of a sacrifice to the estate and she does not want that if possible to avoid it. I explained to her your suggestion, as I understood it, that is, that if her dower interest could be ~~agree~~ agreed on she would be credited with the \$4500.00, the amount which would be due on the purchase price of the home place, and that the heirs would be responsible to her for the balance. I also explained to her that I did not see why this should ^{not} be arranged by a contract ✓ which would mutually protect her and the heirs and she expressed a willingness to leave the method of any settlements with me. My idea would be that a contract could be entered into, agreeing on the amount of the dower, binding the heirs to pay it at stipulated times, and binding her to execute a complete release of all dower right upon payment of the agreed amount; but in the meantime, pending the payment, her dower rights would be retained in the form of security, so that, if for any reason the amount agreed on should ^{not} be paid she would ✓ have recourse on her dower rights. This of course is a brief suggestion as to a plan to be developed.

I do not see why the amount of dower could not be

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agreed on, rather than having it assigned through court proceedings, which, to say the least, might be expensive, as well as uncertain for one or the other of the parties. If Mrs. Walker's age and the value of her separate estate, and the rental value of Mr. Walker's real estate at the time of his death could be agreed on, the amount would be a mathematical calculation. I suppose that most of his real estate was rented at the time of his death, and that would be a fair criterion as to its rental value, and that if it is not known that probably his books will show just exactly what it was.

I should be glad if you will discuss this matter with Mr. Rankin and let me know the probabilities of all the parties getting together at sometime soon, so that I can advise Mrs. Walker.

Very truly yours,

AJH/sh

