

Refugee

November 6, 1961

Morris Dees Jr., Esquire
Attorney at Law
119 S. McDonough Street
Montgomery, Alabama

Dear Morris:

On the basis of your telephone call I have talked to my client again, hence this second letter to you in one day.

Lewis is willing to pay \$6,000 in settlement of the matter and that is all. When you sharpen your pencil I believe you will see he is being pretty realistic about it.

-If Lewis tries the case and wins he is \$8,000 ahead.

-If he tries the case and loses on the issue of title he has a chance to obtain restitution for improvements costing more than \$5,000. Maybe the court will not give him all of this. I certainly believe the court will give him at least half of it, representing early and basic improvements made long before he had any negotiations with your clients. If he wins on this issue alone he will \$2,500 to \$3,000 ahead of where he is now. Under your proposal of payment of \$7,000 in settlement he would be only \$1,000 ahead of where he is now, which is substantially less than the minimum we think he would get by trial.

The only way it makes sense for him to pay more than \$6,000 is for us to assume that your clients will win on every issue in the case and he will

Morris Deas Jr., Inquire -2-

November 6, 1961

lose on every issue. - on this theory your clients are asking that he pay almost one hundred cents on the dollar on their claim. Obviously you and I will never convince each other of the respective merits of our cases. Regardless, there are risks for both sides on every law suit. We cannot make a settlement on the theory that all the risks of losing are on my side and none on your, for that in effect is no settlement at all.

I hope when you lay all this out before your clients they will feel they can accept the \$6,000 proposal. We will leave it in effect for you to present it to them, but we must reserve the right to withdraw it after a reasonable time if we are going to have the cost of trial preparation. I really cannot believe that your clients will insist on a trial in order to gain an additional twenty cents or twenty-five cents on a dollar, when doing so places on them the risk of losing one hundred cents on the dollar or about thirty cents on the dollar.

Best regards.

Sincerely yours,

GODBOLD, HOBBS & COPELAND

By:

JCG/jz

GODBOLD, HOBBS & COPELAND
ATTORNEYS AT LAW
SUITE 330 PROFESSIONAL CENTER

JOHN C. GODBOLD
TRUMAN M. HOBBS
ALBERT W. COPELAND
FRANK W. RIGGS, III
EUEL A. SCREWS, JR.

MONTGOMERY, ALABAMA

P. O. BOX 347
TELEPHONE 269-2344

December 18, 1961

Mr. Rufus Lewis
801 Bolivar
Montgomery, Alabama

Dear Mr. Lewis:

Enclosed are the following papers in connection with the Judkins transaction:

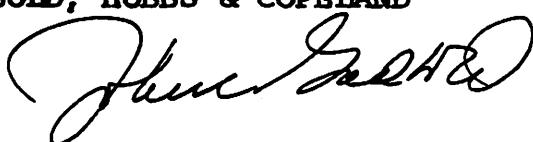
1. Warranty deed from Maggie Judkins Nelson and husband, recorded at Book 512, page 545.
2. Warranty deed from Jim Judkins and wife, Robert Judkins and wife, Charlie Judkins, Joe Judkins and wife, Nathaniel Judkins, Sally Judkins Milton, and Mary Judkins, recorded at Book 512, page 543.
3. Warranty deed from Charlie Judkins and wife, recorded at Book 512, page 542.
4. Affidavit of Sally Milton recorded at Book 512, page 449.

We still have to record another affidavit which Mr. Dees is going to send me. I will wait until I get it before billing you for the recording charges.

Sincerely yours,

GODBOLD, HOBBS & COPELAND

By:



JCG/js
Enclosures

GODBOLD, HOBBS & COPELAND

ATTORNEYS AT LAW

SUITE 330 PROFESSIONAL CENTER

MONTGOMERY, ALABAMA

November 14, 1961

JOHN C. GODBOLD
TRUMAN HOBBS
ALBERT W. COPELAND

FRANK W. RIGGS, III
EUEL A. SCREWS, JR.

P. O. BOX 347
TELEPHONE 269-2344

Mr. Rufus Lewis

Re:

We are transmitting to you herewith the documents listed below in connection with the above transaction.

Sincerely yours,

GODBOLD, HOBBS & COPELAND

By: 

Copy of letter to Mr. Dees. Thought you might like to see this letter which apparently got him into action in getting the matter settled.

GODBOLD, HOBBS & COPELAND
ATTORNEYS AT LAW
SUITE 330 PROFESSIONAL CENTER
MONTGOMERY, ALABAMA

JOHN C. GODBOLD
TRUMAN M. HOBBS
ALBERT W. COPELAND
FRANK W. RIGGS, III
EUEL A. SCREWS, JR.
L. LISTER HILL

P. O. BOX 347
TELEPHONE 269-2344

May 5, 1962

Mr. Rufus Lewis
801 Bolivar
Montgomery, Alabama

Re: Judkins transaction

Dear Mr. Lewis:

We enclose the following papers, which are the last ones in our file to be forwarded to you in connection with this matter:

1. Affidavit of James Judkins and others.
2. Photostatic copy of deed from Obé Thomas to Obé and Lizzie Thomas.

At the time this transaction was closed you paid us estimated recording charges of \$10.00. As it turned out the total charge for recording the certified copy of the deed was \$29.35 and the enclosed affidavit was \$1.05. We will appreciate it if at your convenience you can let us have your check for \$20.40 to reimburse us for the balance of the amounts which we paid for your account.

Sometime after next September 1 you should take to the Tax Assessor's office the deed which you received from the Judkins and see about changing the assessment of the property over to your name. I have discussed this with the Assessor's Office and they do not change the names on assessments except between September 1 and December 31. I suggest you talk with Mr. George Edmonson when you go to the Assessor's Office and tell him that you are a client of mine and that I have suggested you see him about getting the assessment changed.

Mr. Rufus Lewis

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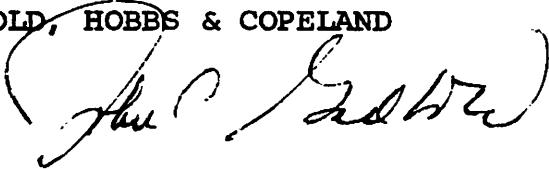
May 5, 1962

We appreciate the opportunity of working with you on this matter.

Sincerely yours,

GODBOLD, HOBBS & COPELAND

By:



JCG/js

Enclosures

