

1932-009
Nansemond Co (Suffolk) Chancery Causes: Hurley C. Nelms vs R. Wesley Nelms et al

Joyner, Luke, Anglin, Turner, Williams, Hingerty, Parrott-Wilkerson, Folder 1 of 2
Wright, Baber, Krantz, Eley, Hargrave, Griffin

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Original

VIRGINIA
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms.....Complainant:

vs.

:
: DEPOSITIONS.
:

R. Wesley Nelms, et als....Defendants :

BEFORE:

MR. BRADFORD KILBY,
COMMISSIONER IN CHANCERY
SUFFOLK, VIRGINIA

September 30, 1931.

H. C. Murphy,
Reporter,
Suffolk, Va.

VIRGINIA,
IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Hurley C. Nelms.....Complainant.

vs.

DEPOSITIONS

R. Wesley Nelms, Mollie Nelms
Joyner, Etta Nelms Joyner, Chas
W. Nelms, Lizzie Nelms Luke,
Trilby Nelms Anglin and R.
Wesley Nelms, Administrator of
J. M. Nelms, Deceased.....Defendants.

Depositions of witnesses taken before Bradford
Kilby, Commissioner in Chancery for the City of Suffolk,
Virginia, pursuant to notice, at Suffolk, Virginia, Septem-
ber 30, 1931, to be read as evidence on behalf of the
plaintiff in the above entitled cause pending in the Circuit
Court of the County of Nansemond.

PRESENT: Mr. W. S. Holland, attorney for plaintiff.

Messrs. G. A. Harris and A. L. Bivins,
Attorneys for the Defendants.

L. W. WILLIAMS, being duly sworn, deposes as follows:

By.Mr. Kilby:

Q. Please give us your name, age, residence and occupation?

A. L. W. Williams; live in Nansemond County, age 56 years; farming.

Q. Are you acquainted with this farm, known as the "J. M. Nelms Home Place"?

A. Yes, sir.

Q. How long have you known it, and how close do you live to it?

A. I live about 1-1/2 miles to 2 miles from the farm and have been knowing it all my life; was raised right close to it.

Q. What, in your opinion, is the present fee simple value of that land?

A. I understood that Mr. Nelms had been offered \$3,000 for it, and, if that is true, I consider it a fair price at the present time.

Q. What do you think a fair annual rental value?

A. Around, I should say, \$250.00 to \$300.00; under present conditions the way things are coming down on the place.

By Mr. Holland:

Q. Under present conditions, what is the annual value?

A. The way things are selling, \$150.00 would be good rent for it.

Q. Aside from any offer that may have been made, what do you think is a fair value for the place?

A. If I was going to buy a farm, I wouldn't put that much in it, to be perfectly frank with you.

Q. What is a fair value?

A. I don't think over \$2200.00 or \$2300.00. This is all I would be willing to pay, under present conditions.

Q. Then you can't always judge the value by a man's offer - there might be some particular reason for the offer?

A. I don't know anything about this offer that has been made - whether there was any reason or not.

A. D. HINGERTY, being duly sworn, deposes as follows:

By Mr. Kilby:

Q. What is your age, residence and occupation?

A. 69 this coming month- I farm and run a wheelwright shop too.

Q. Do you live near Mr. J. M. Nelms' place in Nansemond County?

A. About 1 and 1/4 miles, I think.

Q. How long have you been acquainted with this land?

A. Since 1870.

Q. What, in your opinion, is the fee simple value of this land?

A. \$2200 or \$2300, the way things are selling, is a fair price for it.

Q. What do you think is a fair annual rental for it?

A. \$150.00 - the way things are selling now.

MOLLIE N. JOYNER, being duly sworn, deposes as follows:

By Mr. Kilby:

Q. Mrs. Joyner, please give your age, residence and occupation?

A. 53 years; Nansemond County; Housekeeper.

By Mr. Harris:

Q. Mrs. Joyner, you are one of the children of the late Jos.

M. Nelms, are you not?

A. Yes, the second child.

Q. Please state the names and ages, as nearly as you can, of all of the children of your late father?

A. R. Wesley Nelms, 55; Etta Mae Nelms Joyner, 51; Chas. W. Nelms, 49; Lizzie Nelms Luke, 41; H. C. Nelms, 46; Trilby Nelms Anglin, 35; and Mollie N. Joyner, 53.

By Mr. Kilby:

Q. Mrs. Joyner, Mr. J. M. Nelms was your father, and he is now dead?

A. Yes, sir.

Q. And the parties you have just named are his only heirs-at-law - Is that true?

A. Yes, sir.

Q. Did he leave a widow?

A. No, sir.

Q. Are all the children of your father now living?

A. No, one dead; born dead.

Q. No child of any deceased child?

A. No, sir.

Q. And all of the parties who have been named by you are the

only ones who have any interest in this property at present?

A. Yes, sir.

Q. All full brothers and sisters, and all present, but one?

A. Yes, all present but one - Mrs. Anglin.

Q. And she is represented by counsel?

A. Yes, sir.

That's all.

MRS. LIZZIE N. LUKE, being duly sworn, deposes as follows:

Examined by Mr. Bivins:

Q. Mrs. Luke, I hand you a statement of account that you have prepared against the estate of your late father, Mr. J. M. Nelms. Will you, please, state to the Commissioner whether or not this account is correct?

A. Yes, absolutely correct.

Above account filed herewith, marked "EXHIBIT A".

By Mr. Harris:

Q. Mrs. Luke, you have presented an account for board, room and laundry for your father, J. M. Nelms, during the period from April 2, 1929 to July 20, 1929 (15 1/2 weeks) at \$10.00 per week, or \$155.00. Was your father at your home during all of that period?

A. Yes, sir - he was.

Q. Did you have any understanding with him in reference to paying board and room rent?

A. Yes, sir. I have witnesses to that right here, who can

testify.

Q. How much was he to pay?

A. There wasn't any sum mentioned - because he didn't know how much expense he would, nor how long he would be there.

Q. How did it happen that you had that agreement with him? Wasn't it customary for him to pay you friendly visits?

A. No, I wouldn't consider it a friendly visit - I should consider it making his home, and he said so long as he had this property he wanted that to take care of any expense - and, in the meantime, ten weeks of the time he was confined to his bed with sickness.

Q. Was it your practice to always charge board when your father visited you?

A. Not when he came on a visit, no.

Q. How many times before had you charged him board?

A. Never - but he had just stayed a few days at the time.

Q. You are sure that he was at your house from April to July?

A. Positively sure.

Q. I notice you have an account here for board, room and laundry for J. M. Nelms from October 1, 1929 to May 15, 1930, 32 weeks at \$10.00 per week - \$320.00?

A. I didn't get your question.

(Question read to witness)

A. Well, he left my house on July 20th because I had to go to the hospital for an operation, and was in the hospital for eight weeks, and when I had been back from the hospital for about two weeks, he (my father) was brought back to my house, suit case and all - and I could hardly get myself a drink of water - so that is

why he was away from my house during that period.

Q? Then, you have another item for board for Mrs. Parrott-Wilkerson, a nurse, from June 5, 1929 to July 3, 1929, 4 weeks at \$10.00 per week, \$40.00?

A. Yes, she was his day nurse during that period.

Q. Then you have another item for Miss Mary Gray, Nurse, board from June 12, 1929 to July 10, 1929, 4 weeks at \$10.00 per week, \$40.00, and to board for Miss Doty, Nurse, 2 days, April, 1930, at \$2.00 per day, \$4.00?

A. Yes, that's correct. The last was during the period he was sick at my house in 1930.

Q. I also notice an item of board for Mrs. Giddings, Nurse, 5 days in April 1930, at \$2.00 per day, \$10.00?

A. She also nursed Mr. Nelms.

Q. There is an item for board for Mrs. Hendry, Nurse, in May 1930, one week, \$10.00?

A. That's correct.

Q. Also laundry 10 weeks, at \$3.00 per week, \$30.00?

A. That covers the period of 10 weeks when his bed clothing had to be changed three or four times each day, and we had to send them to the laundry.

Q. Did you pay the laundry people this \$30.00?

A. Yes, I did.

Q. Have you any supporting receipts?

A. I have witnesses; I didn't take any receipts. In fact, I had so much on me at that time - was sick myself.

Q. The whole ten weeks, beginning and ending, Mrs. Luke. He was taken in May, about the middle of May, 1929 - did it cover

that period?

A. Yes.

Q. What other period?

A. The last period when his last nurse nursed him in 1930 - April and May, 1930.

Q. You have in the first item here "board, room and laundry" from April 2, 1929 to July 20th 1929 - Isn't that a duplication?

A. I shouldn't consider it so. That was his personal laundry when he was up, including his bed clothes - but did not include the extra things for his bed, towels and everything when he was sick.

Q. Why didn't you put them all under one item - why charge for board, room and laundry, and then present another bill for laundry covering the same period?

A. Because I wanted a fuller explanation of how it was put in.

Q. Do you think that gives any better explanation?

A. Yes, because during that period all of my brothers and sisters were at my home from time to time, and I certainly was not able to do it myself.

Q. Then you paid the laundry \$3.00 per week for that?

A. Extra bed changes, night shirts and towels and things used in his room.

Q. You have no bills to support them?

A. No, I have not. I suppose the laundry would have a record, but am not sure. I didn't think it necessary at the time.

Q. Why didn't you make out this statement and take these dates at the time - make a record?

A. I did - at the time, I didn't fill out the amounts then, but

did put down the dates then; I didn't know just how long he would be there and have this extra expense.

Q. Well, didn't you from time to time, at the end of a week, put down what expense you have been to?

A. During that period of time, or a portion of the time, I was in bed myself - confined to my bed and couldn't do anything.

Q. Mrs. Luke, when did your father die?

A. November 24, 1930.

Q. Was this bill made up then?

A. No, it was not made up at that time, of course. I had the dates, but had not put in the amounts. I put in the amounts and sent a bill up to Mr. Britt when my father first died.

Q. Have you that bill now?

A. No.

Q. Was that bill \$609.00?

A. I couldn't just recall the amount.

Q. Your father died in 1930 - what time?

A. On November 24th.

Q. The larger item of \$320.00 was made up in October, 1929 - that was more than a year before your father's death, was it not?

A. Yes.

Q. Did you ever present this bill to your father, Mrs. Luke?

A. No, at that time my father did not have any money in his hands, and that's why he told me he couldn't pay me anything at that time - just said that he wanted me to be paid for any expense he was; that he didn't want to be any expense to anyone - which I have witnesses will testify to that statement.

Q. Did you ever present this bill to your brother, Chas. W.

Nelms?

A. I have not talked to my brother, Chas. W. Nelms, since my father left my house.

Q. Mrs. Luke, when did you discuss it with him?

A. I talked to him concerning this when my father was at my house.

Q. Did Mr. Charlie Nelms ever give you any money with which to pay incidental expenses?

A. He only gave me money to pay the nurses.

Q. Didn't he give you money to pay some of the things you have there on the statement?

A. None except pay for the nurses, Mrs. Parrott-Wilkerson, Miss Gray, Miss Doty, Mrs. Hendry and Mrs. Giddings.

Q. Do you know the amount he gave you, Mrs. Luke?

A. I couldn't just recall the amount - most of the time he paid the nurses himself, and at other times he gave me the correct amount to pay when the week was up.

Q. Mr. Nelms used to come over to see his father quite often while he was at your house, didn't he?

A. Yes, he did.

Q. And you deny that he ever gave you any money except to pay nurses?

A. Positively, he did not.

Q. Now, Mrs. Luke, it is a fact that you were very much in need of funds at that time, isn't it?

A. It was.

Q. Why didn't you present a bill to Mr. Chas W. Nelms, or your father?

A. Well, I spoke to my father, and he told me that he didn't not have anything in his hands, which you know about without any explanation, and when I mentioned it to my brother he became very indignant and seemed to think that I should go ahead and take care of my father, knowing the added expense I was to of my own, besides that I had already had of my father.

Q. Did you ever tell your father, Mr. Jos. Nelms that Mr. Chas. Nelms had not paid you anything?

A. He knew it, I didn't have to tell him - he knew Charlie had everything in hand-

Q. If there were other members of the family present, why didn't you mention the fact that you didn't have money - that he hadn't given you funds to take care of the extra expenses?

A. They all knew it, and at that time I was very nervous and wasn't able to wait on myself, but I got out of bed and would go to my father and give him medicine and wait on him when the Dr. told my husband to tie me in bed and not allow me out.

Q. Mrs. Luke, you understand that you are under your sacred oath when you are making this statement?

A. Yes, I wouldn't tell a lie for anything in the world.

Q. If you father ~~were~~ living today, Mrs. Luke, would you be asserting this claim against him?

A. Positively, I would, because it is his wish; he wanted me to have it.

Q. He understood that you, his daughter, were charging him for every day he stayed at your house?

A. Yes, sir, he did - and said he wanted me to have it.

Q. Did you ever present this bill to Mr. R. Wesley Nelms, Administrator of the estate of your father?

A. No, but I sent it to Mr. Britt when they had a meeting up there, and when I could not be present on account of sickness.

Q. And it was this same amount?

A. I couldn't say that exactly, because I haven't the bill I sent that day.

Q. You wouldn't have to have the bill to know whether you added anything to it, or took anything from it?

A. I am sure that I haven't added anything to it; I made up the bill from the dates I had a record of in a book.

Q. This is the only time you ever charged your father anything for any services rendered him?

A. I think I answered that before - that he had never been to live at my home before - had just been for a few days at the time?

Mr. Harris: Witness with you, Mr. Holland.

CROSS EXAMINATION

By Mr. Bivins:

Q. During the time your father was there making his home, why was it that he wasn't staying with some of the other children?

A. The only reason I can give is that they wouldn't have him.

Q. How old was he - that is, when he was staying with you during this period?

A. He was 77 when he died last year - 75 or 76 years at the time.

Q. Did you have to buy special food for him, or not?

A. I did - which a nurse will testify to that, as to what I bought.

Q. Which one of the several nurses is present here today?

A. Mrs. Parrott-Wilkerson.

Q. Is Miss Gray here?

A. No, she is out of the State.

Q. Is Miss Doty here?

A. No, I didn't think it would be necessary.

Q. Is Mrs. Giddings here?

A. She was on a case, and could not leave.

Q. Did you ever hear your father discuss with your brother, Chas. W. Nelms, the fact that he wanted you paid for board, room and laundry?

A. Only on one occasion.

Q. When?

A. That was a few days before my father left my house.

Q. What was passed - what was said at that time?

A. At that time father didn't have any money to buy medicine - he was confined to his bed at the time.

Q. What passed between them?

A. He didn't say especially that he wanted me paid - in that many words, but he told him that he wanted some money, and didn't think it right that my husband should have to do it - my husband having a sore leg and being unable to support his own family.

Q. Is that all he said?

A. That is the main portion of what I heard - I wasn't in the room, but in an adjoining room, at the time.

Q. How did you fix these dates on the statement you have presented?

A. From a record in my book.

Q. When was this statement prepared?

A. This statement was prepared today.

Q. Today?

A. Yes, in Suffolk, at Mr. Holland's office.

Q. Who was it prepared by?

A. Mr. Bivins.

By Mr. Kilby:

Q. Mrs. Luke, did Mr. Nelms die at your home?

A. No, sir, but I was present at the time he died.

Q. Where?

A. At my brother's, Hurley C. Nelms.

Q. How long before his death did he leave your home?

A. Left May 15, 1930 and died November 24, 1930.

Q. Why did he leave your home?

A. Because I wasn't able to wait on him, and I wasn't able in any way; I had spent out to the bottom, candidly and truthfully speaking, and they would not help me; none of the children would help me in any way, knowing too that I was up-against-it.

Q. And before any of the expenses as listed in this bill you have presented, did you have a clear-cut contract with your father that you were to be paid, either by him, or out of his estate, for every item that is listed on that bill?

A. Not before any of that period of time, certainly not, because he was not at my house, but at the beginning of the last period of time was when we had our verbal contract, not a written contract, and I have witnesses to this agreement between my father and myself, which I have present here today.

Q. You then did have a contract which was made at the beginning of the second period?

A. Well, it was made about last of October, 1929 - Fall of 1929.

Q. Did that contract you entered into with your father in October, 1929 cover the expense incurred during his previous stay?

A. Yes, it was to cover all the time he should stay there.

Q. Just how did this matter of compensation come up? Did he introduce the subject and offer to pay, or did you ask him?

A. He introduced the subject himself.

Q. Tell how it came up?

A. Well he said, - He was always talking about the fact he didn't want to be any expense to anybody, and wanted whatever he had to be used to pay for any expense he was to anyone, regardless of where it was. He also knew the expense I had been to for him and also for myself; he also knew of my husband's sore leg, and he is not able, and was not able, to work only a part of the time. He also knew I was financially up against it, with all of the expenses I had on me, for both he and myself, and he brought the subject up in talking of the expense I was to, and he said he knew I was up against it, and that he wanted me to be paid.

Q. Did you enter into any agreement with him as to what he should pay per week, etc?

A. No specified amount, because he said he didn't know how much extra expense. Also at the time he was down, confined to his bed, my expenses would average about \$60.00 per week more than when there wasn't anyone sick in the house, that is including extra diets, board of the nurses and nourishment that I had to buy from my own pocket.

By. Mr. Bivins:

Q. Is \$10.00 the average rate charged in Newport News per week for board, room and laundry?

A. It is.

By Mr. Harris:

Q. Mrs. Luke, you say that you were put to about \$60.00 per week extra expense. You don't mean to represent that you paid out that, not including nurse hire?

A. There was no nurse's fee - it was for nurse's board and extra diets and nourishment for my father, also the gas and light bills were to be considered.

Q. Mrs. Luke, isn't it a fact that he could eat but very little?

A. Yes, but I had to buy chickens and beef extra each day, which Mrs. Wilkerson will testify, she was his diet nurse and she prepared the food, she can testify as to what extra I had to buy. And when there is anyone sick in the home there are always extra ones coming in, and different ones of the family that was over, and I know it amounted to \$60.00 per week.

Q. More than \$8.00 per day?

A. Yes, I guess that's right.

Q. You said he left your house because you were not able to care for him?

A. The last time I wasn't, either physically or financially, able to take care of him.

Q. Did you report that to other members of the family?

A. They were well aware of it.

Q. Did you ask them to bear the extra expense at that time?

A. No, I did not, but I asked Charlie before my father had the last spell if he would help me - which he refused to do.

Q. You say that no other member of the family would care for him?

A. Wouldn't it appear to you?

Q. How do you know no other member of the family would do anything for him?

A. Because he was brought back to my house and dumped down with suit case and all - and what other child - and if they had the consideration and love for me as a sister he would not have been brought back at that time.

Q. Are you the only member putting in a claim?

A. I don't know what the rest are doing - have no knowledge?

Q. Do you have any idea?

A. I understand that Hurley is.

Q. Well, I never asked you that?

Mr. Bivins: Objection is made on the ground that the question is immaterial and irrelevant.

Mr. Harris:

Q. Now, how did you know, Mrs. Luke, that no member of the family would care for him?

A. By the simple fact that he was brought back to me when I was not able to raise my head off the pillow to get a drink of water.

Q. Who brought him back?

A. Charles.

Q. Do you recollect consulting any members of the family?

A. Didn't any of the rest come there for me to consult, and I wasn't up.

Q. You don't know then, of your own knowledge, whether they would have cared for him or not?

A. It seems to me that they should have kept him when I left the hospital - if that was so, knowing my condition, and sick as I was at the time being, and not able to wait on myself.

Q. Mr. Hurley Nelms was willing to do a lot for him, wasn't he?

Counsel for Mrs. Luke objects to this question as being immaterial and irrelevant, in no wise affecting this account.

A. He had already left Mr. Hurley Nelms'.

Q. Did he tell you why he left?

A. No, he did not. Q. So you really don't know what the others were willing to do?

Mr. Bivins: Question objected to on account of it having been answered about four times, already.

Mr. Harris:

Q. Please answer one more time, please?

A. Don't know other than Mr. Chas. Nelms - I only know they didn't come forward to wait on him.

Mr. Kilby: Pursue some other line, please.

Mr. Harris:

Q. You wouldn't profit by this in any way, other than the payment of a judgment against, would you?

A. There are no judgments against me.

Q. You are sure of that?

A. Yes, I am sure of that; there can't be, unless they are false judgments.

Q. No one interested in the amount you recover from the distribution of this estate?

A. Just myself, individually.

By Mr. Bivins: RE-DIRECT EXAMINATION

Q. You are employed, are you, Mrs. Luke?

A. Yes, I am employed.

Q. You have your own individual income?

A. Yes.

MRS. PARROTT-WILKERSON, being duly sworn, deposes as follows:

Examined by Mr. Bivins:

Q. Please state your name and occupation?

A. Mrs. Parrott-Wilkerson; housekeeper - have been a nurse.

Q. Are you a registered nurse?

A. Yes.

Q. Did you ever nurse Mr. Jos . Nelms during the time he was at the home of Mrs. Luke?

A. Yes, I did.

Q. What period of time did you nurse there?

A. Four weeks.

Q. Did you pay Mrs . Luke board during the time you were in her home nursing her father?

A. I did not.

Q. Of your own knowledge, do you know whether anyone paid your board during that period of time?

A. No one did.

Q. Were you ever present when a conversation was had between Mrs. Luke and her father relative to his wishes in respect to paying for board furnished to him and to his nurses?

A. Yes, I heard Mr. Nelms tell Mrs. Luke he didn't want to be any expense to anybody - that it happened he had enough to take care of him without being any expense to any of the children.

Q. Did you hear him make that statement more than once?

A. Yes, he made it more than once.

Q. Was Mr. Nelms bedridden during the time you were nursing him?

A. Yes.

Q. Did his condition necessitate the preparation of special diets for him?

A. Yes.

Q. Some mention has been made of the fact that he didn't eat any quantity of food - was it costly or not?

A. It was; there were days when he ate a quantity, too.

Q. His condition made it necessary to give him what sort of diet?

A. I was supposed to give him anything I could get him to take, and I tried everything I could find on the market, any delicacy I could fix for him.

Q. Did you prepare his diets?

A. Every mouthful he ate.

Q. Now, Mrs. Luke has alleged, or asserted, a special item of laundry for a period of ten weeks at \$3.00 per week. Please state to the Court whether or not his condition necessitated the use of unusual quantities of bedding, or bed clothing - whatever you call it?

A. His bed had to be changed twice every day, and four and five times when his condition became so bad it had to be changed often.

Q. You have changed his bed four or five times a day?

A. Yes.

Q. Do you know about what the extra laundry bill amounted to each week during the time you nursed Mr. Nelms?

A. No, I really do not.

Q. Can you approximate it?

A. I have an idea it would be at least \$2.00 or \$3.00.

Q. Extra?

A. Yes, extra.

Q. Now, you have no interest in the outcome of this matter?

A. None at all.

Q. Can you recall about when it was the conversation was had during the course of which Mr. Nelms said to his daughter, Mrs. Luke, that he wanted her paid for the accommodations she was furnishing him in her home?

A. I think it was about the time they took him out of bed first - the last week in June, 1929.

CROSS EXAMINATION

By Mr. Harris:

Q. You were paid for your services, and you have no interest whatsoever in this matter?

A. No, no interest.

Q. Do you know by whom you were paid?

A. Mr. Chas. Nelms.

Q. Did you ever hear a conversation between Mrs. Luke and Mr. Chas. Nelms about the expense of his father, or did you ever hear Mrs. Luke state to anyone, in your presence, what amount she was to receive, or anything of that kind?

A. No.

Q. How near do you live to Mrs. Luke?

A. I live out in Elizabeth City County and she lives in Newport News.

By Mr. Bivins:

Q. From your knowledge and information, as a registered nurse, are you in a position to state the charges made per day for board in the two hospitals in Newport News?

A. \$2.00 per day.

Q. That is a fixed and standard charge for nurses, the patient pays \$2.00 per day for nurse's board, in addition the the patient's board?

A. Yes.

Q. And I understand your board had not been paid, so far as you know, at Mrs. Luke's?

A. No, I do not know.

By Mr. Harris:

Q. And you never heard Mrs. Luke say whether she expected to put in a bill? The matter wasn't discussed?

A. No,

MRS. C. F. WRIGHT (VIRGINIA WRIGHT), being duly sworn, deposes as follows:

Examined by Mr. Bivins:

Q. Where do you reside, Mrs. Wright?

A. Morrison, Va.

Q. Do you know Mrs. Lizzie N. Luke?

A. Yes, sir.

Q. Do you recall the times Mr. Nelms stayed with his daughter

in Newport News?

A. Yes.

Q. During the time that Mr. Nelms was staying there, did you ever hear a conversation between Mr. Nelms and Mr. Luke concerning payment for board which Mrs. Luke had furnished?

A. Yes, sir.

Q. You did hear such a conversation?

A. Yes.

Q. Can you recall about the time the conversation occurred?

A. Well, it was soon after he was so bad off there.

Q. Recall the year?

A. 1929.

Q. Do you recall the month?

A. Just a little before Xmas, because we were making fruit cakes, and he was in the kitchen talking to her.

Q. About how long?

A. About a month, or maybe a little more.

Q. Now, what did he say.

A. Said he wanted her to have every cent that was coming to her, and for her to put in a bill for it.

Q. He made that statement, did he?

A. Yes.

Q. How did he say that- can you recall?

A. I had been talking to him about selling his property, so as to make it easy for him in his last days - we had been talking about it, and he said to me, "I can 't sell my property; Charlie has that in charge" - and Mrs. Luke had been in such circumstances and to such heavy expense, and was hardly making ends meet, and he

said that Lizzie should never be out of anything, and that she would get every cent coming to her; that he wanted her to put in a bill for it.

Q. Have you any interest in this matter - any personal interest?

A. Not a bit; No, sir.

Q. Mrs. Luke lives on Washington Avenue in Newport News, and you live at Morrison, seven miles away?

A. Yes.

Q. Do you see her frequently?

A. Every time I come to town - about twice a week.

Q. Do you know whether or not the condition of Mr. Nelms did necessitate using unusually large quantities of laundry. Are you in a position to say as to that?

A. Yes, because I have visited there when he could not control himself at all, and it was necessary to change the bed linen three or four times a day - I helped change them myself at times.

CROSS EXAMINATION

By Mr. Harris:

Q. Where are you from, Mrs. Wright?

A. Morrison, Virginia. Before we moved to Morrison, lived in Richmond.

Q. Did you ever live near Mrs. Luke?

A. No, sir. We were very friendly, though.

Q. You were quite friendly and in the home about twice a week when Mr. Nelms was so bad off? A. Yes, I was.

Q. Mrs. Wright, why was it that you were making suggestions

to Mr. Nelms as to what he ought to do?

A. He talked to me a whole lot about his personal affairs. We used to sit out in front of the news-stand and talk. Monfalco-ner's News-stand.

Q. Were you working at the newsstand?

A. No, I visited there, and I talked with him while he sat out there in the sunshine.

Q. You were giving him friendly advice and telling him what he ought to do?

A. I told him not only what he ought to do, but also what he should do - that he should have his money to spend on himself.

Q. You were rather interested to see that Mrs. Luke was paid?

A. No, but I have felt so sorry for grand-pop when he would cry and say that he didn't have any money, and I knew he didn't.

Q. Are you a relative?

A. No, sir.

Q. You felt very close to all of them, so close that you could call him "Grandpop"?

A. I did think a lot of him.

Q. So much so that you were telling him what he should do - That's right, is it?

A. Yes.

Q. Did he do what you told him.

A. No, sir - he couldn't, he said. I don't know anything about that.

Q. And there was nothing said about the amount anyone was to receive, Mrs. Luke, or anyone else - All he said was he didn't want to be a charge on anyone; he wanted to pay his debts and

obligations, and, as you understand it, that applied to everybody?

A. Yes.

Q. Do you know whether or not any other of the children did anything for him?

A. I know nothing about that.

Q. You say it was in December, or probably a month to Xmas, 1929, when you heard this conversation between Mrs. Luke and Mr. Nelms - That's right, is it?

A. Yes.

Q. Are you sure it was before Thanksgiving, Mrs. Wright?

A. I couldn't say just the date - I just remember that we were making fruit cakes at the time, and it must have been close to Christmas - I couldn't say for sure.

Q. Well, what would you say if other witnesses were to testify Mr. Nelms wasn't in Newport News in 1929?

A. Looks like to me it should have been 1929?

Q. You are sure it was 1929 - just as sure of that as of the conversation you had with him?

A. Yes, sir; I had a conversation with him.

MRS ETHEL BABER, being duly sworn, deposes as follows:

Examined by Mr. Bivins:

Q. Where do you reside, Mrs. Baber?

A. 223 - 44th Street, Newport News.

Q. Do you know Mrs. Lizzie N. Luke?

A. Been knowing her all my life.

Q. Did you know her father, Mr. Jos. M. Nelms?

A. Yes, I did.

Q. Did you ever visit at the home of Mrs. Luke during the time her father was staying at her home?

A. Nearly every day.

Q. Did you ever hear any statement or conversation between Mrs. Luke and her father, relative to his desire that Mrs. Luke be paid for his accommodations at her home?

A. Yes, I was there at the time they were making the fruit cakes - happened to be down there all together and Mr. Nelms made that statement - said he didn't want Lizzie, as he called her, to be^{to} any expense for him.

Q. Did he make any statement to the effect that he would pay Mrs. Luke for his accommodations?

A. Told Mrs. Luke she would get paid at his death.

Q. Did he direct that statement to Mrs. Luke - that she would receive pay for this at his death?

A. Yes, he said it to all three of us in the kitchen at the time?

Q. Was anyone else present during that time?

A. No, nobody else that I recall.

Q. Can you recall when that conversation was had?

A. In November, 1929.

Q. You fix it as being the last of November, 1929?

A. Yes, it was just about then.

Q. Do you recall the date of Mr. Nelms' death?

A. I can't say just when he died - the date.

CROSS EXAMINATION

By Mr. Harris:

Q. Where do you live?

A. Ten or twelve blocks from Mrs. Luke in Newport News.

Q. This statement that Mr. Nelms^{made} was a general statement that he didn't want to be a charge on anyone and wanted to pay everybody he owed?

A. Yes, that's what he said.

Q. He didn't mention any specific amount or any of the Nelms family?

A. No, he just made the general statement that he wanted all of his debts paid.

RE DIRECT EXAMINATION

By Mr. Bivins:

Q. Do you know anything about the rate for board, room and laundry existing in Newport News, on your street, or any street?

A. About \$8.00 to \$10.00 per week.

Q. Do you know anything about any unusual amount of laundry made necessary by reason of Mr. Nelms' illness?

A. I know there was an awful lot of laundry nearly every day.

Q. What necessitated that?

A. The bed had to be changed - changed four or five times for several weeks.

Q. How do you know this?

A. I was there.

Q. Do you know of the nurses being there?

A. Yes, know when all of the nurses were there.

Q. Do you, of your own knowledge, know whether the nurses ate there?

A. Yes, because I have prepared meals at different times.

RE CROSS EXAMINATION

By Mr. Harris:

Q. Did you ever hear Mrs. Luke say whether the old gentleman cross while living there?

A. No, she didn't.

MARY N. KRATZ, being duly sworn, deposes and says:

Q. Where do you reside?

A. Maple Avenue, 244 Maple Avenue, Newport News.

Q. Do you know Mrs. Lizzie N. Luke?

A. I do.

Q. Did you know her father, Mr. J. M. Nelms?

A. Yes, I did.

Q. Do you recall the times when Mr. Nelms resided with Mrs. Luke?

A. Yes.

Q. Did you ever hear a conversation between Mr. Luke and her father relative to his desire that she be paid for his board and room during the time he lived with her?

A. Well, I have heard Mr. Nelms, right down in Mrs. Luke's apartment - He said he didn't want to be any expense to her or none of the rest of them, and so far as myself- I have even bought him soft drinks, because I know he didn't have the price, I suppose - I have seen him talk about it and make statements, and he

would cry like a baby - he just seemed heartbroken.

Q. What would he say when in that attitude or frame of mind?

A. Very nervous - it was very bad for him.

Q. What would he say?

A. He often remarked to me that he didn't understand why he should get old and in the way of other people.

Q. Was he referring to Mrs. Luke, or do you know?

A. That part, I can't say -

Q. Was he referring to all of his children?

A. I don't know - I guess he was.

Q. Do you know whether or not Mrs. Luke treated him kindly during the time he was there?

A. Yes, she did.

Q. I understood your answer to be that she did?

A. Yes.

Q. Can you recall whether he was bed-ridden most of the time he stayed at Mrs. Luke's, or up and about?

A. Well, he was up and about until he was taken down in bed.

Q. How long?

A. Every bit of ten weeks - longer than that sick, and she had to wait on him.

Q. How frequently did you see Mr. Nelms?

A. Nearly every half-hour during the day.

Q. How did this happen?

A. I lived in the apartment Mrs. Luke was living in.

Q. You have since moved?

A. Yes, 23rd of March, 1931.

Q. Have you any interest in this matter?

A. No, sir, not anything at all.

Witness with you, Mr. Harris:

CROSS EXAMINATION

By Mr. Harris:

Q. You have no interest at all in this matter; you are only a friend to Mrs. Luke and lived in the house with her? That's all you have to do with this?

A. Yes, it certainly is.

MRS. LIZZIE N. LUKE - Recalled

By Mr. Harris:

Q. Mrs. Luke, isn't it a fact that some members of the family did offer to take your father, as soon as he was able, and keep him as long as necessary?

A. Well, they would have to take him when I went to the hospital - He went away Saturday, and I went to the hospital on Tuesday - He (Charlie) came and got him from my house; also returned him to my house two weeks after I returned from the hospital.

Q. I believe you said, Mrs. Luke, you had never been paid anything for services rendered. What went with the note you owed Mr. Nelms?

A. Mr. Nelms was paid that note long before he ever came to my house to call it home.

Q. Do you mean to tell me that you paid him money on that note?

A. I positively do. I would put my hand on a bible and testify.

And, if I didn't, I hope I never get out of this chair again.

Q. When?

A. The 17th or 18th of November, 1928 - I think - anyway, it was the day after the James River Bridge opened.

Q. Mrs. Luke, do you recall having told Mr. Chas. Nelms that he gave you the note and you tore it up because he was there at the house?

A. No, I did not tell him. I paid my father the note, and my father gave it to me, just like anybody else would do after paying a note.

Q. Mrs. Luke, I believe you stated you had no knowledge of any judgments against you - Do you know Mr. W. T. Pointer?

A. Yes, I did know him, but he is dead now.

Q. Now, I ask you if Mr. Pointer did not -----

Counsel for Mrs. Luke objects to the question as immaterial and irrelevant.

A. Well, if he did, never talked to him concerning it.

Q. You are the wife of R. C. Luke - Did you ever receive a letter from Mr. M. Anderson Maxey regarding it?

A. I never did. No, sir; never heard anything of this before. It is new to me.

By Mr. Bivins:

Q. Do you know anything about it?

A. It is new to me.

Mr. Bivins: I wish to make this statement - the letter Mr. Harris/doesn't indicate where the judgment was obtained, but simply refers to the fact that the abstract has been recorded in the Office of the Clerk of Nansemond Co., and we are not informed as to why or where the judgment was obtained.

Letter from M. Anderson Maxey to R. Wesley Nelms, Admr. introduced as evidence, marked " EXHIBIT B".

MRS. ELSIE L. NELMS, being duly sworn, deposes, as follows:

Examined by Mr. Holland:

I want to file a claim on behalf of Mrs. Elsie L. Nelms against the estate of J. M. Nelms, Deceased, before the Commissioner.

Claim herewith filed, marked "EXHIBIT C".

Q. Are you the wife of Mr. H. C. Nelms?

A. Yes, sir.

Q. You have filed with the Commissioner a claim against the estate of the late Jos. M. Nelms for laundry, nursing and services for a period of eight (8) years, amounting to \$800.00 - Will you please give the date of that period?

A. Yes, he came there in 1920, day before Thanksgiving, and stayed with us, and said he was going to pay us some board, and at his death wanted us to be paid for any extra expense he was.

Mr. Harris: Objection is made - first, to the form of the bill. It shows on its face that it was out-lawed by the Statute of Limitations, covering a period of eight years - in no event can an account be proved for more than three years - and for the further reason that it is not itemized; doesn't show for what period, or the respective amounts. For the same reasons assigned, the bill doesn't meet the requirements of law.

Mr. Kilby: Proceed with your answer.

A. He came in 1920, day before Thanksgiving; - I don't remember the day Thanksgiving was on - and left in 1928 - June 10th, I think it was - went to Baltimore with his daughter, Trilby, and came back some time in October, 1928. He left Sunday after Thanksgiving

and went to his son's home, in Norfolk, and then went to Baltimore some time just before Christmas, and came in March 16th or 17th, 1929, and stayed at his son's house a few days; then went to Newport News, coming back home the 12th of June, 1930. He died there on November 24, 1930.

By Mr. Holland:

Q. That entire period is approximately 8 years?

A. Yes, sir.

Q. Will you, please, tell in detail the services that you rendered to Mr. Nelms during that period?

A. Yes, sir. I waited on him when he was sick; got up at nights - several months at the time when he wasn't able to be up, suffering with asthma - when he was well, too, and when he was sick, I waited on him. He only had one nurse, and then I waited on him the very best I could.

Q. At the time he had a nurse was only during the last period?

A. No.

Q. When did he have a nurse?

A. Had a nurse five weeks - He left in 1928, didn't I say. It was in 1926 or 1927 - in the Spring - had a nurse for five weeks, and then he had the flu and had a nurse three weeks.

Q. When was that? Approximately what year - 1927?

A. I don't know - I don't remember just when.

Q. The last time he had a nurse?

A. She was there four weeks in October and November, 1930.

Q. During this time when there was a nurse with Mr. Nelms what services did you render?

A. I waited on him and done the very best I could as a nurse, and looked after him, gave him his medicine - and there wasn't many days passed when he did not have to take medicine.

Q. Was he feeble when he first came to your house to live?

A. Well, he had a spell - from September to November - He was taken in September and didn't go out of the house until November, and from then on he was feeble.

Q. Did he require continuous attention?

A. Well, yes, I had to look after him - and see that he took his medicine - because he had been there so long, we knew how it was with him when he didn't take his medicine.

Q. Please tell how often it was necessary for you to get up in the night and look after him?

A. I don't know - right often in the night time, especially. Right often.

Q. Who did his laundry?

A. I did.

Q. During the entire period of eight years?

A. When I didn't do it, I hired somebody to do it.

Q. What other kind of service did you render to him?

A. I looked after him, as I said before, when he was sick and when he was well.

Q. Just tell, if you will, in detail how you looked after and nursed Mr. Nelms.

A. Well, I just looked after him when he was sick and well, and when he was sick I looked after him just like a nurse- even when there is a nurse, she is not supposed to be on duty all of the time - she has hours off - I nursed him then.

Q. When he was well?

A. I had to fix his diets - he couldn't eat anything and everything, anyway- I fixed his food for him, kept his clothes in shape, and part of the time I really looked after him just as if he was a child.

Q. What part do you refer to?

A. During his last days.

Q. How many times was it necessary for you to change his bed linen and different kinds of clothing?

A. When he was sick it was necessary to change right often - of course, when he was well, I didn't have to do it so often.

Q. Did he ever make any promise about paying you for these services?

A. Yes, he said when he come there that he wanted us to be paid at his death for any trouble or extra expense.

Q. What arrangements were had between Mr. J. M. Nelms and Mr. Hurley Nelms about his board?

A. Well, he paid at the rate of \$150.00 per year for his board. He said that was all he was able to pay at the time, but at his death wanted us paid for any extra expense and trouble we had on account of his being there.

Q. What did that \$150.00 per year cover?

A. That covered his board.

Q. When did he first tell you he wanted you paid for your extra services?

A. When he first came there- He didn't only tell me, he told others.

Q. When and how often has he mentioned that promise since then?

A. He often mentioned it. I can't say just how many times, but he often mentioned it, and especially when he came back to our house the last time.

Q. When did he promise that these extras would be paid for?

A. At his death.

CROSS EXAMINATION

By Mr. Harris:

Q. Mrs. Nelms, the old gentleman was a great deal of trouble, wasn't he? And Mrs. Luke was right - you didn't want him - you didn't want him there?

A. No, sir, I did want him there. I was willing to do all that I could for him, and I think I did my part.

Mr. Holland: Objection is made to this question on the ground that Mrs. Luke has never testified that Mr. Hurley Nelms and Mrs. Nelms, his wife, did not want Mr. J. M. Nelms to live with them. The fact is that Mrs. Luke testified that Mr. Chas. Nelms is the one that brought Mr. J. M. Nelms to her home and refused to let his father live with him.

By Mr. Harris:

Q. Mrs. Nelms, is Mr. Hurley Nelms, your husband, filing any claim against the estate?

A. Is my husband filing any claim - I guess he is.

Q. Do you know whether he will or not?

A. I guess he will.

Q. What does that cover, do you know?

A. I just can't tell you. I guess he will tell you that when he gets to it.

Q. Mrs. Nelms, will you, please, itemize that account, showing

what part of it you charged within the last three years, or show us how you do charge - so much a week?

A. Well I estimated \$1.00 a week for nursing and looking after him at all times through the year and \$1.00 for washing and laundry, and looking after his clothes.

Q. \$2.00 per week, then, is what you charged - \$100.00 per year for both - that wouldn't be \$2.00 per week? You have not charged for the entire period since he first came to your home?

A. Yes, sir, the whole eight years.

Q. I understood you to say he went to your house in 1920?

A. Yes, sir.

Q. And died in 1930 - which covered a period of ten years. Please state what two years, or portions of years, it was that he was not at your house during the ten-year period?

A. Well, he came in 1920 and left in 1928 - 10th of June went to Baltimore with his daughter. Came back in October, 1928, and left Sunday after Thanksgiving in 1928 - went to Baltimore from Norfolk - came back to Norfolk in 1929 - the 17th or 17th of March; stayed there a few weeks and went to Newport News - coming back home in June, 1930 (12th I think) and stayed there until he died on November 24, 1930.

Q. Since 1920 he has been more than one-half the time - taking out the two years - in other words, been at your house?

A. Only until he came last June - came in June and died in November

Q. Did you have any definite understanding with your father-in-law as to the amount you were to be paid for both services?

A.

A. Said he wanted us to be paid at his death, but never mentioned any amount. ✓

Q. Said he wanted all of his debts to be paid at his death - A. For the trouble and expense he had been to us, he said he wanted it paid for too.

Q. Don't you know that Mr. Nelms paid you for his washing all the time.

A. Did Mr. Nelms pay for it?

Q. He never paid you anything for washing while he was there?

A. No, sir.

Q. He did pay his board, \$150.00 per year?

A. Yes.

Q. Now, Mrs. Nelms, why did you let this bill run on for ten years?

A. Well, I knew I couldn't get any pay until his death.

Q. He just stated that he wanted all of his debts paid?

A. He told us that he wanted us to be paid at his death.

Q. You spoke of nursing him - how you nursed him. Isn't it a fact that a nurse was called in whenever Mr. Nelms was confined to his bed?

A. Didn't nobody get a nurse but my husband. ✓

Q. He got a nurse and Mr. Nelms paid her. You all didn't pay for it?

A. No.

Q. But Mr. Nelms paid for it himself?

A. Yes.

Q. Well, he did have money enough to run his own affairs?

A. Some times he didn't.

Q. When was the first time you thought of presenting a bill against the estate?

A. I thought of when he died- it was the only time I could present it against the estate?

Q. Did you ever present this bill to the Administrator?

A. I didn't see much use in doing so.

Q. Why, didn't you know that it was customary for bills against the estate to be presented to the Administrator?

A. I guess it is.

Q. Then, why didn't you present it?

A. Just simply because I didn't.

Q. Well, if this suit hadn't been brought, you wouldn't have presented it - would you?

A. Yes, I guess I would.

Q. Did Mr. Nelms visit away any length of time from 1920 to 1928?

A. Didn't stay away much- only the two years he was gone.

Q. He was at the house pretty well all of the time up to 1928 - that is, at your house?

A. Yes, he was.

Q. Now, how did you fix the amount of nursing and other care. What you mean by "care"?

A. I mean when he was well and when he was sick - when he was up and going about I had to prepare food and things- he couldn't eat like other people - and had to look after him.

Q. Mrs. Nelms, would you have presented this bill if he was living?

A. Yes - because he said he wanted me to have it - but I could not present the bill until he died, of course.

Q. Were you not willing to render to your husband's father the natural attention that any dutiful daughter, or daughter-inlaw, would render to her father?

A. Well, yes - if the others would have done it.

Q. Will anyone else except you and Mrs. Luke put in a claim?

A. I couldn't tell you, but I want to be paid.

Q. Are you opposing Mrs. Luke's claim?

A. I haven't anything to do with it.

Q. But you think she should be paid?

A. Well, I think ^{both} ~~ought~~ ought to be paid.

Q. Well, if you get yours, you are satisfied - you are not interested in the distribution of this estate?

A. I want mine.

By Mr. Holland:

RE DIRECT EXAMINATION

Q. Do you know from what disease, or how Mr. Nelms suffered?

A. He had asthma and suffered a great deal.

Q. And when he died he had asthma and heart trouble?

A. Yes.

Q. How many years did he suffer?

A. Had it ever since I been married, at times - suffered with asthma.

Q. And what other kind of trouble?

A. Heart.

Q. Do you consider \$100.00 a year a reasonable charge for your services to him?

A. Yes, it is really not enough, Mr. Holland, for what I had to go through with - but no one knows but those who have had to go through with it.

RE CROSS EXAMINATION

By Mr. Harris:

Q. Mrs. Nelms did you ever discuss with your husband and Mr. Lee Britt the amount you would put in a claim for, and whether or not the amount of your claim was to be determined, or influenced, by the amount your husband's claim.

A. Well, I think I said that if the matter would be settled out of court, I would take \$500.00. But it got into court.

Q. Who is the plaintiff? Did these other people bring any suit?

A. My husband brought the suit, I guess.

Q. Did the others bring suit?

COMMISSIONER: This is simply a legal question.

A. I couldn't tell you - I can't explain those things.

Mr. Harris:

Q. You know they didn't bring suit?

A. He brought the suit.

Q. Your husband? A. Yes.

Q. You also know that all the heirs had an agreement - that a suit would not be necessary, that all were adults and had agreed upon a price for sale of the farm?

A. But they didn't stick to their promise.

Q. I am asking how did you know that?

A. I heard it.

Q. Did you know the reason they didn't have a private sale was that your husband did not comply with the agreement - didn't

raise the money?

Mr. Holland: I object to that question on the ground that it is unintentionally incorrect; that Mr. Nelms has always been willing to carry out his agreement, and that the agreement referred to has never in any way been made.

A. No, sir, it wasn't that reason.

Q. Did anyone oppose a private sale?

A. I can't tell you that.

- That's all.

MR. B. C. ELEY, being duly sworn, deposes as follows:

Examined by Mr. Holland:

Q. Where do you reside, Mr. Eley?

A. Close to Five Forks - edge of Lake Prince, in Nansemond County.

Q. Did you know Mr. J. M. Nelms, who is now deceased?

A. Yes, sir.

Q. Where was he living in 1920?

A. Now, let's see - He was living with his son, Mr. Hurley Nelms, at the Gardner Farm.

Q. How far were you living from Mr. Nelms at that time?

A. Not over three or four hundred yards between us.

Q. Did you ever hear Mr. J. M. Nelms make any statement with reference to compensating Mrs. Elsie Nelms for her services?

A. Yes, sir, I heard him say several times, and especially after his first spell of sickness, that he certainly wanted Elsie and

Hurley, but Elsie especially, paid for services when he died - that she had waited on him so faithfully- and had waited on him more than any child he had, and he felt like she deserved pay, and wanted her to have it whenever he died - and last Fall I went to see him and he made the same remark.

Q. When did you first hear him make that statement?

A. I think it was 1922, as well as I remember. First spell of sickness, as well as I remember, Mr. Nelms had about the time they were working the Branch Farm. Been so long - I think it was about that time.

Q. Did you visit the home of Mr. Hurley Nelms very often when Mr. J. M. Nelms was living with him?

A. I did.

Q. Will you, please, just tell what services you saw Mrs. Elsie Nelms render to him?

A. Well, I don't see how any one could be any better to him than she was to him. She did everything one could possibly do for a person. She couldn't have been better if he had been her own father.

Q. At times when he wasn't confined to his room, please state the physical condition of Mr. J. M. Nelms and whether unusual attention was necessary or not?

A. Well, I don't know just exactly how to do that. I went down there more frequently when he was sick than when he wasn't, about once a week on an average - and I have heard him say that he could not eat things like other folks, and that she had to go to some extra trouble to fix diets for him.

Q. Do you know what disease he suffered with during the most part

of that time?

A. Asthma was the biggest trouble, I think, and heart trouble.

Q. Was he feeble, or strong and healthy?

A. Yes, naturally, he was feeble - a man of that age with the asthma like he had it.

Q. Do you know who did his laundry?

A. No, I can't say about that.

Q. Assuming that Mrs. Nelms did his laundry and looked after his clothes, in addition to nursing and looking after Mr. Nelms generally, what would you say would be a reasonable charge?

A. I should hate to take the job for less than \$3.00 or \$4.00- for anything like that?

Q. Well, do you consider \$100.00 a year a reasonable charge for the services that you know Mrs. Nelms rendered to Mr. Nelms?

A. I think it is mighty reasonable.

Q. What statements did he make about the extra services rendered by Mr. Hurley Nelms, if any?

A. Well, I heard him say that he felt more at home there - looked like he got along better - that Elsie was so good to him, that he would rather stay there than anywhere else - and felt like they ought to be well paid.

Q. Well, just tell whether you ever heard him make any definite statement about paying Mrs. Hurley Nelms for services or not?

A. I don't know exactly - he connected both together, as I have just said.

Q. Do you remember whether he referred to both Mr. Nelms and Mrs. Elsie Nelms in 1922, or just to Mrs. Elsie Nelms?

A. I can't really say, but I know that he mentioned Mrs. Elsie Nelms - whether Hurley was named at that time, I don't know, but I do know that last Fall he mentioned both names together, as I just now stated.

CROSS EXAMINATION

By Mr. Harris:

Q. You are the owner of the adjoining farm?

A. Yes, at that time?

Q. When was it you heard him say that he felt more at home there than any other place?

A. Just before they moved from the Ed. Gardner farm - joining my place.

Q. Whose land was he living on at that time?

A. Miss Cattie Gardner's - Ed. Gardner's widow.

Q. Not on his old Home Place?

A. No, sir.

Q. Mr. Eley, Mr. Nelms stated he didn't want to be a charge on anybody, and wanted everybody paid for anything they did for him?

A. Just those two just mentioned.

Q. Do you know whether or not they were paid anything for what board - what Mr. Nelms did for them?

A. Yes.

Q. Did he tell you that was \$150.00?

A. No, sir.

Q. Do you know whether he considered that as paying for services or not?

A. No, I shouldn't think so - as he said he wanted Elsie to be paid for her services, and last Fall he spoke of Hurley and Elsie

and said that he wanted them paid for their services - but he did not mention about the \$150.00.

Q. You didn't know what consideration had passed, or what he had promised?

A. No, I didn't know about that at all.

Q. Mr. Nelms was in his right mind up towards the last - wasn't he?

A. Yes, He was at that time, I think. I would ^{not} say about late in the Fall when he had his last sickness - but at certain times he talked to me all right.

Q. When he made that statement, you think he knew what he was talking about - was capable of making a will and giving all of his property to anybody?

A. People have done such things.

Q. You saw no reason he couldn't?

A. No, I didn't see any reason.

RE DIRECT EXAMINATION

By Mr. Holland:

Q. You don't know that he did make a will?

A. No, sir.

Q. You don't know whether somebody made him destroy a will?

A. I am not prepared to say.

Q. At each time when he referred to the payment of this bill, did he, or did he not, say whether the bill was to be paid?

A. When he did, said he wanted Elsie to be paid - and Last Fall he mentioned Hurley and Elsie - and said he wanted them to be paid for their trouble.

WILLIAM T. LUFSEY, being duly sworn, deposes and says:

Examined by Mr. Holland:

Q. Mr. Lufsey, are you, or were you, related to Mr. Jos. M. Nelms' wife?

A. Yes, sir, she was my half-sister.

Q. How long have you been knowing Mr. J. M. Nelms?

A. All my life; ever since I could recollect. In fact, Mr. Nelms had some children older than I am.

Q. When, where and what statements have you heard Mr. J. M. Nelms make with reference to paying Mrs. Elsie L. Nelms for her services?

A. Well, I can't tell you exactly when it was - the last time I talked to Uncle Joe was in Suffolk on the corner, for about one-half hour, or more. I met him on the corner and he told me he knew he wasn't going to live much longer, and that wasn't very long before he was taken down last, I think - said he wanted to come down to see me, but was not able to go off and stay all night. He said he was with Hurley and Elsie and was being looked after as good as he could be - that was the last talk I had with him.

Q. Did he say anything about paying for her services?

A. Yes, sir.

Q. Just tell what it was?

A. He told me that whenever he died he wanted Elsie to be paid something for waiting on him - as she had been so good to him and so faithful.

Q. When was that statement made by him?

A. Some time the year before he died, I think.

- Q. Was it in 1929?
- A. Yes, sir. Fall of the year.
- Q. Did he refer to Mr. Hurley Nelms at that time, or not?
- A. Yes, I think he did.
- Q. How often did you visit Mr. Nelms in the past eight years?
- A. Not very often.
- Q. Was that the only time you ever heard him say he wanted Hurley paid for services at his death?
- A. Yes, sir; I think it was.
- That's all.
-

Adjournment for lunch at 1:00 o'clock P. M.

Hearing resumed at 2:00 P. M. - Same day.

C. E. HARGRAVE, being duly sworn, deposes and says:

Examined by Mr. Holland:

- Q. Please state your occupation, age and residence?
- A. Age 54; banking business; residence Suffolk.
- Q. Were you acquainted with the late J. M. Nelms?
- A. Yes, sir.
- Q. For how many years?
- A. I have known him for thirty years.
- Q. Have you had occasion to visit him where he was living during the past several years?
- A. Yes, during the past 10 or 12 years every Thanksgiving - have only missed one in the past 9 or 10 years.

Q. Please state what services you noticed being rendered on these occasion by Mrs. Elsie L. Nelms to Mr. Jos. M. Nelms?

A. On two or three occasion - once Thanksgiving and another time in August, of different years, Mr. Nelms was sick - and remarked to me that - said, "Mr. Hargrave, she won't let me eat the stuff I want- ham and chicken - just rice and soup - but she looks after me well, just like a nurse - and knows more about it. I do just what she says, because I know she knows best." She was fixing some diets on one or two occasions when I was there. He said it was mighty hard to refrain from eating the stuff he knew would hurt him, and that she would fix up light diets for him.

Q. Did you notice any other particular service?

A. No, because I was only there at meal time - that's all that I can say.

CROSS EXAMINATION

By Mr. Harris:

Q. You say you have been out there how many years?

A. Certainly for nine or ten, Mr. Harris. They used to live at the old place where I was raised - and I used to go out for squirrel hunting?

Q. And they have since moved back to the old Home Place?

A. Yes.

Q. Mr. Nelms was buried the day before Thanksgiving, wasn't he?

A. I didn't go out there last Thanksgiving - was sick.

Q. Well, whenever you were there, Mrs. Nelms seemed to be giving just such attention to Mr. Nelms as any daughter or daughter-in-law would give to an old man?

A. Yes.

Mr. Chas. W. Nelms, being duly sworn, deposes as follows:

Examined by Mr. Harris:

Q. You heard the claim made by Mrs. Luke this morning against your father's estate. Do you know anything with reference to that bill - more particularly the expense that was incurred during his illness, and while at Mrs. Luke's? Was any part of it paid by you?

A. The expense of his illness while at her house I paid for him out of his funds, until the last spell- I had to pay with some of my own money as he didn't have enough to finish paying the bills. The previous bills were paid out of his money - I paid the nurses and Doctors and gave Mrs. Luke, my Sister, money to pay all incidental expenses. I asked Mrs. Luke if she had any additional expense that I wasn't paying to let me know what they were. She said that she had to send out and buy things for the nurse's lunch - that only took one meal around midnight, and consisted principally of sandwiches and a light lunch - and I requested her to pay this out of the money I gave her for the incidental expense and medicine bills.

Q. How often did you go to see your Father during his illness?

A. Was there practically every day, or every other day - sometimes two days. Went very often, either during the day or night.

Q. You live in Norfolk?

A. Yes, live in Norfolk.

Q. Did Mrs. Luke ever give you to understand at any time that she was going to put in a bill against the estate, in event of his death?

A. She did not. I asked the question - if he owed her anything and she said, "No". And after the last sick spell at her

house she was insisting that I borrow and give her \$200.00 - and I asked her what it was for. She simply said that she needed the money- and that if I didn't want to do it to give her the papers and she could do it - said she wanted the money and tried to make me believe the Sheriff would sell her out, if she didn't get it. If he sold her out, I never heard of it, but she didn't get the money.

I asked her if he owed her anything at all, and she said that she wouldn't think of charging him for anything she had done for him.

Q. Please state whether or not she seemed to resent your insinuating that probably she would have^a bill - charge her father, or anything of that kind?

A. She seemed to be very much put out that I didn't get the money for her, but didn't seem to have any resentment against him for keeping him there, until she found out I wasn't going to give her the money.

Q. I don't think you quite understand the question. What I am driving at is whether she seemed to resent any insinuation that she would charge her father for anything?

A. She said that she wouldn't think of charging him anything - that this wasn't to pay anything - any bill owed her, but simply give her that much money now. She knew I was looking after his affairs and paying his bills, etc.

Q. Please state whether or not she knew funds had been provided to take care of Mr. Nelms during his illness and that they were under your control at that time?

A. She seemed to thoroughly understand that - and said if I

would give the papers to her, she could raise the money herself - that is, borrow it herself.

Q. Please state how these funds were provided to take care of him during his illness?

A. These funds were provided after he sold this lumber on the place. He made a deed of trust to me for \$3,000.00, to be used as collateral, so that I could provide funds for him, in case they were needed, when his money gave out - and that was the paper my sister was referring to that she could borrow the \$200.00 on, which she said she had to have.

Q. Did you have a settlement with Mr. Nelms as to what you had spent, realized from the deed of trust, before his death?

A. Yes, I had a settlement with him in June, 1930.

Q. Was the deed of trust marked satisfied?

A. Yes, it was marked satisfied.

Q. You spoke of some timber having been sold on the property. Do you know the amount of the purchase price?

A. \$450.00.

Q. Do you know about what year?

A. 1929 - No, I think Fall of 1928. Might have been late Fall.

Q. Do you know whether or not he had that money at the time he gave you the deed of trust to raise additional money, or had he spent it?

A. Practically all been spent.

Q. Do you know how much he had been realizing from the rent of the farm?

A. \$250.00 was the agreement between he and Hurley - \$150 to go for taking care of him.

Q. Do you know whether or not Mr. Nelms had any money when he broke-up and went to live with Mr. Hurley Nelms?

A. He had several hundred dollars when he broke-up - approximately \$800.00.

Q. In cash at that time?

A. Approximately \$800.00 in cash - approximately \$450.00 for timber he sold and \$250.00 for rent - He only received \$100.00 after paying Hurley \$150.00.

Q. In the ten years he received something like \$2500.00 rent?

A. I would judge so - approximately \$2500.00.

Q. In addition to that he had \$800.00 and \$450.00, making a total of \$3750. coming into his hands after he broke-up. Did he have any extraordinary expenses.

A. The only expenses he had was when he was sick- Doctors' and Nurses' bills.

Q. Did he live extravagantly, or was he conservative?

A. He was very conservative.

Q. Did he give any member of the family any large sums of money, or was he called on to pay the debts of others, or could he have spent this money in any other way than ordinary expenses?

A. Most of it for ordinary expense. There was some money loaned to one or two of the heirs - one in particular, Mrs. Luke owed him some money on one or two occasions - and the last note she didn't finish paying - she owed the biggest portion of this, \$80.00 or \$90.00 - somewhere in the neighborhood of \$80.00.

Q. Did she ever have any conversation with you about it?

A. After my father had been over there for quite a while she said that he had given her this note- and that it had been

a gift to her, as he was over there at the time and that she wasn't charging any board, and the note had been destroyed.

Q. Please state whether or not he ever stated to you that he was not indebted to the heirs, and mentioned Hurley, more especially?

A. He stated to me on a good many occasions that he didn't owe Hurley or any of the rest of the heirs - if he did, it was unknown to him.

Q. Did he ever express any desire to put that in writing, in case there might possibly be some evidence to that effect?

A. Did once; made an affidavit. He got hold of a rumor that some bills would be presented to his estate at his death, and said he wanted to do that - that he had paid Hurley for staying with him.

Q. Is this the affidavit he made? (Passing paper to witness)

A. Yes; that's the one.

Affidavit filed herewith, marked "EXHIBIT D".

Q. You heard what Mrs. Luke said with reference to none of the family wanting your father. Please state whether you and other members of the family were kind and considerate of his wants, and if they did look after him properly?

A. My two sisters over here - both Mrs. Joyners - told him on a good many occasions that he was welcome to come and stay with them as long as he wanted - and so far as myself, he stayed with me quite a little at intervals - and on several occasions he was sick at my house for a few days - and at one time for a couple of weeks he was very much under-the-weather. I look after him, my wife and myself; paid his bills; didn't charge him anything. He

was welcome to anything we had that he wanted, and I would be glad to do the same over again. Every time he left my house, it was at his own request - he wanted to go.

Q. Mrs. Luke said this morning that you took him over there and left him, insinuating it was against his will. Please state whether or not it was his desire that he go over and remain there?

A. That was before his last spell of sickness referred to - Mrs. Luke had been to the hospital and he was very anxious to know how she was - how she was getting along - and I was going over to Newport News to work the trade over there - he went over with me to spend the day - and, at Mrs. Luke's insistence, asking him to stay over there - he said he would stay a few days if he got along all right. He seemed to like staying over there all right. There was always some one there to talk to. At my house my wife was doing her work, and with no one to entertain him, he got a little lonesome at times - I carried him over for the day, and she said let him stay over, which he did. In the meantime, he was taken sick - this last short spell he had over there. I was keeping in touch with him - gave Mrs. Luke spending money for incidentals, and to pay a colored woman - It was my request that she pay this woman out of the funds which I gave her. I took him from Mrs. Luke's and brought him to my house and led him up to the door, and my wife helped him in, and he stayed there until he came on to Mrs. Mollie Joyner's, my oldest sister, and then went to Hurley's the last time.

Q. Did you and your wife expect him to come back?

A. Yes.

Q. You were a traveling man?

A. Yes, and Newport News and Hampton was in my territory.

Q. Now, Mr. Nelms do you know anything of your father's illness out at Mr. Hurley Nelms, and whether or not nurses were supplied and paid for by some one other than Mrs. Luke and Mrs Hurley Nelms?

A. He had a nurse each time he was sick at Hurley's - at the Gardner Place - and the nurses were paid out of his funds. And when Hurley said had to have some money to finish paying the nurses, and his bills for medicine, etc., I borrowed \$150.00 from the National Bank of Suffolk to finish paying the nurses and the bills he wished to pay at that time. This money was owing to the bank at the time the lumber was sold, and I paid the note out and also the other bills he had at that time out of this money.

Q. I believe I asked if you had accounted to Mr. Nelms and turned over to him everything - and you have no funds whatsoever belonging to him?

A. No, sir; I have no funds whatsoever.

Q. Do you know whether or not Mr. Jos. Nelms stayed at Mr. Hurley Nelms' entire years - 1920 to the time of his death - tell us as nearly as you can his movements from that time?

A. He was visiting right along from the time he went there - visited around at various times - and after his spell in the early Spring of 1926, he made more frequent visits and stayed longer. After the beginning of 1928 he stayed there not to exceed six months.

Q. Do you know whether he spent any part of that time in Baltimore?

A. At the beginning of 1928 he was at Hurley Nelms' until some time in the late Spring or early Summer - and the rest in Balti-

more until some time in the Fall - and again probably two or three weeks in the Fall. He didn 't stay at Hurley's any more until June, 1930.

Q. Then he did not spend all of 1928 at Hurley Nelms?

A. No, he was away at least six months.

Q. So, all included, he could not have possibly stayed at his home more than a year during the last three years?

A. No, couldn't have exceeded one year.

Q. Mr. Nelms do you know whether your father made any statement as to how he wanted his estate distributed - did he want any member of the family to have any preference?

A. He told me he had no preference; that he wanted everything he had sold - and his just bills paid, so far as they went - and when paid, he wanted the remainder, if any, divided equally among the children.

Q. Do you know whether or not Mr. Nelms made a will in 1929?

A. Yes- he made a will; it was in 1929.

Q. Did you ever see it.

A. Yes, I had it in my possession for some little time.

Q. Please state whether you knew of a rumor that you had coerced him into making a will, or anything of the kind?

A. Yes, there was a rumor that he had favored me in making a will. The statement was made he had given me everything.

Q. Please state whether or not this is a copy of the will made at that time - Is that a copy of the will he made, Mr. Nelms?

A. It is; yes, sir.

Q. Do you get any undue share under this will - nobody had more than the other - all the children fared the same?

A. No, I did not - everybody shared alike.

Q. Did he ever express/^{himself}as wanting to show any preference in the family - one over the other?

A. No, sir.

Q. You stated, I believe, that the will was in your possession at one time. Please state what disposition was made of that will; how it got out of your hands? What was done with it?

A. Mr. Harris, you doubtless remember that you called me over long distance in June, after he came to Hurley's the last time - and said he requested that I send the will up to him, which I did.

Q. Did your father tear up - destroy the will?

A. He sent me a message, through you, that the will had been destroyed and no further wills made.

Q. Did you ever have any conversation with your father after that as to some other will?

A. After that, No.

Q. Were you and your father perfectly congenial as son and father.

A. Yes, always congenial.

Q. Mr. Nelms, did Mr. Hurley Nelms ever make any claim - He knew you were handling your father's affairs - Did he make any claim?

A. He did not.

Q. Did he ever insinuate that he had any claim to make?

A. No claim to make that I knew of.

Q. Now, about the farm - Did you all ever have any arrangement about Hurley purchasing the farm at any price and was it agreeable

and consent given by you and the others, so far as you know, for Mr. Hurley Nelms, after your father's death, to buy the farm at an agreed price?

A. I understood there was an offer last Winter - an offer of \$3,000.00 for the place, and all of the children, so far as I know, agreed to it.

Q. Did you agree?

A. I did, it was agreeable to me, and all the rest except Hurley, and I never heard Mrs. Luke say one way or the other.

Q. When was the first time you knew anything about the suit being brought?

A. When I had the notice - summons. Of course, I had understood there was going to be one.

Q. Was it your desire to settle the matter amicably?

A. I would much prefer to have settled it quietly and in a peaceable way.

Q. And you are only in court, because you were brought in as a defendant?

A. No, it was not my wish at all.

CROSS EXAMINATION

By Mr. Holland:

Q. Did you ever hear Mr. Hurley Nelms agree to take that place for \$3,000.00?

A. He never told me, but Wesley did.

Q. And so far as you know, Mr. Hurley Nelms never agreed to it?

A. Well, he wouldn't have made the statement; Wesley wouldn't have come to me with it, unless the offer had been made.

Q. As a matter of fact, your refusal to allow Mrs. Nelms her bill was the reason for it not going through. Didn't Mr. Wesley Nelms tell you that?

A. No, didn't know how much her bill was. If he ever had a copy of it, I don't know it - or the amount.

Q. Then all you know about the agreement is what Mr. Wesley Nelms told you about agreeing to sell the place to Hurley?

A. Most of it, yes.

Q. You say that Mr. J. M. Nelms had \$800.00 when he went to live with Hurley. When was this?

A. In 1920.

Q. Where did he get this money?

A. It was money he had on hand when he stopped farming- and some from the sale of personal property and other things on the farm.

Q. What year did he stop farming?

A. In 1920, I think.

Q. How much did he have on hand on January 1, 1921?

A. I don't know

Q. How much on January 1, 1922?

A. Don't know exactly.

Q. How much on January 1, 1923?

A. Well, that I couldn't answer - I know he was living very conservatively.

Q. How much on January 1, 1924?

A. That I can't tell - it would be impossible for me to say.

Q. Do you know how much he had in January, 1925?

A. I know he had very little.

Q. Do you know whether he had \$100.00 or \$1,000.00?

A. I know that in 1926 he came to me for help - had to borrow money to do it.

Q. Why didn't he go to Hurley for help - and why did he report to you on January 1, 1920 that he had \$800.00 on hand?

A. I didn't say that. He said that he had about that much cash on hand, and it might have varied a little either way.

Q. And that is the only time he told you?

A. He told me from time to time approximately how much he had, but I didn't put down the dates, of course. It was perfectly natural that I shouldn't put down the dates. I didn't anticipate anything like this, or I would have put down the dates and amounts.

Q. Where were you when he told you he had \$800.00 in 1920?
What month?

A. Wouldn't like to say the exact month - probably in the Fall or Winter; made it on several occasions, and could have made it at most any time.

Q. Who else was present?

A. I am pretty sure he made the statement to the rest of the children as well as myself.

Q. Did he tell you exactly \$800.00?

A. No, not exactly, no.

Q. Did he tell you within \$100.00 of what he had?

A. I would judge he did.

Q. You spoke about a deed of trust. When was that deed of trust dated?

A. 1929, as well as I remember.

Q. How much did he owe at the time the deed of trust was executed?

A. Not anything. It was made in case he needed money.

Q. Was he sick at that time?

A. No, he was not sick just at that time.

Q. And you mean to tell the court that you took a deed of trust for \$3,000.00 from him, expecting some day he might need some of it to be taken care of with?

A. In case he did, yes.

Q. You knew he was getting money from the rent of his place?

A. He wanted me to do it, so that if he had to have funds it would not be a strain on me to borrow the money - that the deed of trust could be used as collateral.

Q. You knew he had been living some seventy odd years without

.....
You knew that he was getting rent from his place, didn't you?

A. He was getting rent, but not sufficient amount to take care of him.

Q. And then without owing any bills at all, and particularly without owing you any, he came to you and gave you a deed of trust for \$3,000.00?

A. Yes, as a protection - for collateral in case he had to have money.

Q. Where was he at the time he made the deed of trust?

A. In Suffolk.

Q. Where was it made - who prepared it?

A. Mr. Harris prepared it.

Q. Was he living at Hurley's at that time?

A. At my house.

Q. Did he come up here at his request, or at your request?

A. Said he wanted to come up here and make it, as it would have to go on record up here.

Q. How long did you think that would protect him - \$3,000.00?

A. It would depend on how long he was sick - would do for some little time.

Q. Did you ever have any idea that he would need \$3,000.00 in advance?

A. No.

Q. Did you have any idea he would need \$1,000 for expenses?

A. Probably he would.

Q. Why did you make the deed of trust \$3,000.00?

A. You can't always borrow what you want - It was made as collateral. You can't go to the bank and borrow \$100.00, unless you put up enough collateral.

Q. Now, Mr. Nelms, you mean to say that you can go out on a \$500 Farm and make a deed of trust for \$5,000 and borrow the money, because the deed of trust is for \$5,000?

A. I wasn't attempting to take a deed of trust for \$3,000 against a \$5,000 farm.

Q. Don't you know that Mr. Wesley Nelms and Mr. Hurley Nelms had to go to the National Bank and borrow \$250.00 - and part of it was paid you before you would release the deed of trust?

A. Was not paid before the deed of trust was surrendered - He wanted to know how much he owed me - said he would borrow the

money, which he did. Hurley never talked to me and Wesley never talked to me. My father asked me for the deed of trust and I gave him the deed of trust that Sunday at Mrs. Joyners - left it there over night. They came over on Monday and borrowed the money, and paid to Mr. Harris the amount owing to me - and they borrowed the money at their own free will and offer.

Q. When did he sell the timber on this place?

A. Late Fall, or Winter - 1928 or 1929.

Q. Where was he living at that time?

A. He was at my house.

Q. To whom was the \$450.00 paid?

A. Paid to him - and it was deposited in the Norfolk National Bank of Commerce & Trusts. I deposited it for him myself.

Q. Did you deposit it in his name?

A. Deposited in my name for him. That was the way the bank wanted it, if I had to look after it and check it out - and it was deposited accordingly.

By Mr. Harris:

Q. Your father couldn't write checks?

A. No. I had to write all checks for him.

By Mr. Holland:

Q. Have you those checks now?

A. I think so.

Q. How did you use the \$450.00?

A. After payment of the note at the National Bank, Dr. Griffin, Brothers-Pruden Company, and other incidental bills - expenses when he was sick at Mrs. Luke's - gave her money from time to time for medicine, laundry, etc., I gave her money to take care of it.

Q. Did you always pay Mrs. Luke for these incidentals by check?

A. No, most of the time in cash. She said it was difficult for her to get checks cashed, so I arranged to give her the cash.

Q. She said that in a city with eight (8) banks it was difficult to get a check cashed?

A. Said it was difficult for her to get checks cashed. Under what conditions, it wasn't up to me to find out.

Q. Can you show any check or anything of the kind that you have ever given Mrs. Luke?

A. I don't recall giving her a check at any time - I gave the money to her in currency.

Q. Did you always pay the nurses by check?

A. Not always, but the majority of times I did.

Q. You referred to this will in 1929. Do you know that Mr. Nelms had a will in 1925?

A. I understand he did.

Q. And you are the one who wrote Mr. Hargrave for this will?

A. I wrote the letter for him.

Q. What became of that will?

A. I couldn't tell you; he got it himself. Mr. Hargrave wouldn't surrender the will only to him - so I brought him (my father) up with me when I came to work the trade - went to see my customers here in Suffolk. He went to the bank and got the will - He instructed me how he wanted this other one made, and that is a copy of it.

COPY OF WILL FILED HERewith AS EXHIBIT E.

Q. Did he tell you that the other will made in 1925 was not as he wanted it?

A. Yes, said the will wasn't what he wanted; that when he made it was under protest to the extent that it was not entirely in accordance with his wishes and feelings - that he had some beneficiaries he didn't really feel was entitled to any favoritism, and that he didn't care to make any.

Q. That was after he had talked with you?

A. He talked with me, and I didn't try to persuade him to do anything.

Q. You mean to say you knew that will was leaving his farm to Hurley for life?

A. He didn't say was leaving it to Hurley for life.

Q. What kind of favoritism was in the will?

A. Giving Hurley more in it than anyone else.

Q. You said something about giving Mrs. Luke spending money. How much did you give her?

A. \$5.00 and \$10.00 at the time- two or three times per week.

Q. For how many weeks?

A. Every week he was sick over there, and whenever she wanted it. I asked her if she had enough money- and if she said "No", I gave her some more - and if she would tell the truth, she would tell you the same thing. I can produce witnesses that the money was given.

Q. She is your Sister, isn't she?

A. Yes, absolutely.

Q. Which was it - \$5.00 or \$10.00?

A. It depends on how much she felt she needed. Sometimes \$5.00 and other times more.

Q. And did you think that \$5.00, and \$10.00 some weeks, would be

sufficient to pay his board and the nurses' board?

A. Said she was not charging him board - but it was sufficient to pay for lunches for nurse and also the laundry, if necessary.

Q. Did you ask if she was charging any board for him?

A. Yes, I asked on a good many occasions and she made the assertion that she wouldn't think of such a thing.

Q? You said that you understood someone was going to bring a suit before the summons in this particular case was served on you. Did you understand that Mr. Wesley Nelms was going to bring a suit?

A. Said he was going to do it to settle up the affairs.

Q. Who was the "some one" you had in mind?

A. Well the suit would have to be brought before everything was settled.

Q. And then the suit was actually necessary - and it would not have made any difference which one brought it?

A. I would say "No". I guess any one could have brought it.

Q. Why did you have your father sign this paper, dated May 18, 1929?

A. I didn't have him sign it. He requested me to draw it and I signed it as a witness. The paper was drawn in Newport News.

Q. Who drew the paper?

A. Mr. Bowen, I believe it was.

Q. Was it prepared at his office?

A. I think it was- It was bound to have been prepared at his office, or should have been.

Q. Were you at his office when it was actually typewritten?

A. I really don't know - but I read and signed it. I was over there when the paper was made. I don't recall whether I stayed in

his office when he was making it.

Q. Where was it signed by your father?

A. At Mrs. Luke's.

Q. Did your father go over to Mr. Bowen's office?

A. I went, at Mrs. Luke's request.

Q. Did you bring the subject up about Mr. Hurley Nelms?

A. I did not.

Q. Who brought the subject up?

A. Mrs. Luke, as well as I remember, and asked me about getting this paper made at her house.

Q. Who asked you?

A. Mrs. Luke and my father both - He said he wanted to fix this paper - to make the affidavit.

Q. Was your father sick at that time?

A. He was not.

Q. Was he in bed at the time he signed this?

A. No.

Q. How often did you call to see Mr. Nelms during his sickness?

A. Every one to two days - and sometimes every day. When he was very ill, I stayed over-night at different times.

By Mr. Harris:

Q. Mr. Nelms, have you ever profited in any way, directly or indirectly by any of the funds?

A. No, sir.

Q. Please state whether you bore your own expenses on the days you visited your father, and expended other money?

A. I always bore my own expenses and I paid for his medicine - and I also paid Dr's bills. I never charged anything for what

I ever did for him.

Q. Mr. Nelms, this affidavit he made was not at your request at all?

A. Didn't know anything about it until they approached me with it. My father and Mrs. Luke approached me about it over at Mrs. Luke's house. He said he wanted one made and it was agreeable to me, and I witnessed it.

By Mr. Kilby:

Q. Mr. Nelms, I asked Mrs. Luke to produce all the receipts she could to support the statement, and she had these three -

A. They are receipts for money I gave her to pay the nurses.

Q. Now, what I wanted to ask was this- Did you furnish Mrs. Luke with the money these receipts represent?

A. Yes, sir.

Mr. Harris: Your Honor, I don't think there is any question about these receipts. Mrs. Luke didn't claim that she paid any of the nurses.

DR. C. F. GRIFFIN, being duly sworn, deposes and says:

By Mr. Holland:

Q. State your name, age and occupation?

A. C. F. Griffin; 62 years of age; practice medicine.

Q. Did you attend the late J. M. Nelms during his life time?

A. Yes sir. I have been attending him I reckon some seven or eight years.

Q. Did you ever hear him make any statements about the services rendered to him by Mrs. Elsie L. Nelms?

A. Yes, sir, I heard him the first time I attended him, when Hurley was living over there close to Lake Prince, I heard him make the remark that Elsie, Hurley's wife, was giving him just as good attention as she could, and that he wanted her to be paid for it- I understood from what he said that he wanted her to be paid for her services.

Q. When was payment to be made?

A. I don't know anything about that.

Q. Did you ever hear him make any statement after that with reference to her services - at any time after that?

A. I think I heard him on two occasions. At one time he mentioned that she was as good to him as anybody could be and that he would like to reimburse her, or would be willing and wanted her paid- as she was giving him such good attention.

Q. When did you hear the last statement?

A. I think it was about three years ago - not during his last illness, but one two occasions three or four years ago.

Q. Will you, please, tell the nature of the services rendered under your observation?

A. Well, I understand what the services usually are when a person is sick in bed, as he was, and a portion of the time there was no nurse there, and I presume Mrs. Nelms did it.

Q. How many years had he been feeble?

A. I don't know. The first time I saw him was when he was living over near Lake Prince, and I have been attending him off and on since then - He had about two spells a year and some years several spells - I couldn't say how many, and some lasted longer than others.

Q. What services did she render?

A. She was attentive and rendered such services as a sick person would require.

Q. Was that true when there was a nurse there?

A. She took charge when the nurse was off - of course, I have seen some of his daughters there from time to time, but think that Mrs. Elsie Nelms was looked to to do what was done - the majority of things.

CROSS EXAMINATION

By Mr. Harris:

Q. The services that Mrs. Nelms rendered was in the nature of being kind and attentive - nothing more, nor nothing less?

A. Yes, sir.

Q. And Mrs. Nelms stated she wanted her pay?

A. She didn't say she wanted it - He said that he wanted her paid.

Q. You don't know whether he was paying - what he was paying for board, or anything of the kind, do you?

A. No, sir, I do not.

Q. You didn't see any extra-ordinary or unusual amount of attention that you wouldn't find in the ordinary home, where a member of the family is sick?

A. No, not where they give good attention.

Q. Well, you find that in most homes you go - don't you?

A. Yes, sir.

HURLEY C. NELMS, being duly sworn, deposes and says:

By Mr. Harris:

Q. Mr. Nelms, you are the plaintiff in this suit. The suit was brought by you?

A. Yes, sir.

Q. Have you any claim against the estate?

A. No, sir.

Q. You are not expecting anything from the estate for your services?

A. No, what I done was freely and willing. Of course, I know that I was to heavy expense for him- I know that.

Q. But you don't expect any pay for your services. You were willing to do it for your Father's sake?

A. Yes, been doing it.

Q. Have you always felt that way about it?

A. Well! The bargain was between us, Mr. Harris, when he came to live there - Pap he says, "How much"? I say, "I am going to let you name the price" and he says, "Will you agree to \$150." I consider that a bargain, and he says that if I get sick and am to any extra expense and cost on you, I want to make a bargain for you to put in a bill at my death and collect it. In 1925 he made a will in my behalf, giving me, as Charlie says, more. He come to me and asked me to bring him to town one day after Charlie was at home - and went to the Clerk's Office and made it. I went back and got him to go home, and he asks Mr. Bunting - "Mr. Bunting, I want to ask you one thing. If there is any law will stand for this boy, in case this will is ever overthrown at

my death, or destroyed before, will the law stand for him to come back and make a bill at my death"? Mr. Bunting said, "It certainly will, Mr. Nelms". Pap says, "Will you help the boy do it"? and then he says, "I will promise you that if your boy comes to me for help, he will get every dollar coming to him".

Q. He was going to see that you were paid?

A. Yes.

Q. What went with that will?

A. It was the one that was left at the National Bank of Suffolk, and that Charlie wrote Mr. Hargrave about. Can't say whether it was destroyed or not. I can only tell you what he said - that he got the will and gave it to Charlie.

Q. But you did know that he made a will after that, and you became very angry about it?

A. No, sir, I didn't know it before Wesley told me and Wesley refused to sign the \$250.00 note last September. If Pap was living he would tell you the same thing.

Q. Did you see the last will?

A. I saw it at a distance, across the room, at the Clerk's Office.

Q. You do know that he destroyed it?

A. Mr. Simon Lawrence was there ...

Q. In that will he made equal distribution among all the children, didn't he?

A. I never seen it. I just saw it at a distance across the room.

Q. Didn't your father tell you, Mr. Nelms, that he wasn't going to have any more wills - that he was going to let the law

fix the distribution of his estate?

A. No, sir. But I can tell you what I did hear him say - He told me on Thursday, after coming from Richard Joyner's, when Wesley led him in the light of the deed of trust - "I am not to promise going to make a will like you want, but I will promise you this much, that if I ever get my property in my name, it will stay there, for you to fuss and wrangle on when I die."

Q. You understood he wasn't going to make a will, but let the Statute of Descent and Distribution control the matter?

A. I understood him to say he wasn't going to make a will like you wanted - but "my papers will stay in my name until I am gone for you to fuss and wrangle".

Q. Mr. Nelms, I want to put you on your guard. Didn't you have right much to say when you heard your father had made a will while he was down at Norfolk, thinking that your brother, Charlie, was the chief legatee under the will - now, isn't that true?

A. No, sir - there is the man that done that, Wesley.

Q. I want to know if you did not feel the same way, and if you did not so express yourself? Were you satisfied for him to make a will favoring Charlie - with no one but Charlie ..

A. Well, Mr. Harris --

Q. I am asking you the question - Were you willing for him to do that?

A. No, sir, I was not. I had done more for him the last few years than all the rest of them put together.

Q. Now, Mr. Nelms, do you know any reason that your father should have made an affidavit that he didn't owe you anything?

A. No, only through and by Charlie. He was the cause of it.

Q. Well, you heard what he said on the stand - that Mrs. Luke was present, and Mrs. Luke knew his desire in the matter. What do you have to say now?

A. I don't believe that Lizzie had anything to do with that paper being made.

Q. You and Mrs. Luke have a common interest in this matter?

A. I have nothing to do with any interest except my own, Mr. Harris; I can't even attend to my own.

Q. Have you any objection to Mrs. Luke's claim being allowed?

A. I think she ought to be allowed something - you know how feeble Pappy was.

Q. I see that you are willing for this account to be allowed. What do you think she ought to have?

A. I don't know the expense and trouble she was to. I have never lived in the city in my life.

Q. Why is it you are not putting in a claim? Why is it you have withdrawn your claim?

A. Just because they seemed to think what I done should be free of any charge.

Q. Who?

A. Wesley told me that to my face.

Q. Is that the only reason - because Wesley told you you ought to do it for nothing?

A. The estate is too small to go in court - I told Wesley, and I said, "If you want to sell the place and give possession at the expiration of this year, I will pay the same rent I been paying".

(At this point statements and discussions between attorneys was ordered by Mr. Kilby to be not included in the record)

Q. What was the nature of the services that your wife rendered to your father?

A. Well, she had to give him his medicine. You know as nervous as he was, he couldn't take his medicine himself - it had to be given drop by drop- that digitalis (or whatever it is called) that he was taking. She would look after him when he was sick and rub him in alcohol, and fix extra things for him to eat and did everything else she could for him, besides preparing these extra diets for him - washing and ironing.

Q. Did Mr. Nelms know she expected to charge him anything for these services?

A. He told her he wanted her to put in a bill at his death and collect it, for the extra trouble and expense he was to her - and he asked her if she would do it. She said, "I will, Mr. Nelms". He said, "I know I am not able to pay now, but I do want you to be paid at my death".

Q. Mr. Nelms, didn't your brothers and sisters agree to sell this property without any suit?

A. Yes, sir, Wesley did - and we went before - and getting Mr. Britt to fix up the deed Saturday evening - He comes to my house on Sunday evening and tells me that Mr. Lee Britt says to meet him at his office - and then Mr. Britt says that he didn't want to see me about anything - I told him that Wesley told me he did - and then he showed me the book and asked me whose appointment it was, Wesley's or mine - He said, "I didn't send you any word to come up here; Wesley was the man who was to meet me here today".

Q. Mr. Nelms, you wrote this letter, didn't you?

A. No, sir - that is not my hand-writing.

Q. Mrs. Nelms does your writing, usually, doesn't she?

A. Yes, sir - some times.

Q. You know Mrs. Nelms was writing about this particular matter- This letter is dated March 3, 1931?

A. Yes, I told Mrs. Nelms to write of the meeting on Saturday.

Q. Now, you state in that letter that if they will agree upon something, that you would not bring it in court. As a matter of fact, the summons in this matter had been issued when this letter was written. Can you explain that?

A. Yes, sir. After you and Wesley threatened and wrote me a letter saying that you were going to make sale of the place at the earliest convenience, which would leave me in bad circumstances - to be sold out at that time of the year?

Q. Have you ever received any letter from me?

A. Well, then you wrote it for them.

Q. I am not referring to any letter written for Mr. Nelms - but ask if I have ever written you any?

A. Then you wrote it for them- whichever way you might take it.

Q. When did you get a letter from Mr. Wesley Nelms about it?

A. February 5, 1931.

Q. Well, this letter was written on March 3, 1931 - twenty-eight days later, and after suit had been brought?

A. Well, I think that has been re-dated.

Q. That's the way you explain that?

A. That's the only way I can account, because we were to meet in Mr. Britt's office.

Q. Do you see any evidence of it having been erased or re-written?

A. Couldn't it be written on another piece of paper, Mr. Harris?

Q. I didn't ask that, Mr. Nelms, I asked you if it showed any evidence of having been erased?

A. No, sir.

Q. Now, Mr. Nelms, you knew everybody was anxious to sell the place - Why did you deem it necessary to bring suit, when all of the heirs were adult and could sign the deed, as soon as it could be drawn, and the conveyance made?

A. Because Wesley had sworn in Mr. Britt's office that he was going to get an order from court and sell it - the farm - and give possession at once, or whenever he saw fit - that he had been to see Judge McLemore and that Judge had told him he could get an order from the court and sell it within thirty days at any time he saw fit, and give possession.

Q. Did you hear him say it?

A. I heard him say it - and Mr. Britt say - "Judge McLemore has not told you anything of the kind". They were the words Mr. Britt told him - and then we had a meeting up there later, but never could get anywhere. Thought better let the Judge settle it when it went before him.

Q. Didn't you know all had agreed to sell to you without any court proceedings?

A. Well, he would agree to one thing today, and when you see him tomorrow it was something else.

Mr. Kilby: You can answer by saying "Yes" or "No" - and I would like for you to do it.

A. No.

Q. You didn't know that he had a letter from the other heirs authorizing him to deal with you, or any one else, as to the sale?

A. No, sir.

Q. Wasn't it presented to you, and you were asked to sign it?
I want to put you on your guard?

A. Not a letter.

Q. An agreement, or some instrument of writing?

A. Yes, sir, it was.

Q. You did know then that he had authority to sell it?

A. I knew he had authority from all those would sign like he wanted.

Q. How did he want to sell it?

A. Have you got the paper there -

Q. Please answer my question?

A. As well as I remember, Mr. Harris - I haven't seen the paper lately - I can't carry things like that in my mind always - as well as I remember on the wind up of the writing was that he wanted authority to sell it either publicly or privately, or any way he see fit, as well as I remember; just as near as I can tell you.

Q. You did know then he had a deed authorizing him to sell it publicly or privately?

A. I know he had a letter he drew up himself - Xmas Day he drew up himself at Richard Joyner's. All I know was what he said.

Q. Mr. Nelms, did you know that a private offer had been made for this property of \$3,000 - and that you opposed the sale at that price?

A. Yes.

Q. On what ground?

A. I wanted it put under the hammer, so as to give me a showing.

Q. Are you willing to take it at \$3,000.00?

A. They won't let me have it.

Q. Are you willing to take it?

A. That's the only way I got, Mr. Harris - they won't let me buy- I take it under the hammer.

Q. Are you willing to take it under the hammer?

A. About paying all cash -

Q. I don't mean that - Are you willing to take it at \$3,000.00?

You are willing to take it?

A. Yes, sir. If it is agreeable to all the heirs, I am willing to take it.

Letter from H. C. Nelms, dated March 3, 1931, to Mrs. Anglin, in Baltimore, Md., filed herewith and marked "Exhibit 2". Mr. H. C. Nelms admits letter was authorized as written.

By Mr. Holland:

Q. Mr. Nelms, is this the handwriting of your sister, Mrs. Trilby Anglin, in this letter which is dated January 15, 1931?

"
EXHIBIT
F-1 "

Counsel for defendants objects to the introduction of the letter, on the ground that it purports to have been written by Mrs. Anglin, and which counsel for the complainant is introducing as evidence in support of the claim of Mrs. Elsie Nelms, which would be plainly hearsay testimony.

Mr. Holland: The purpose of this letter is on the subject of the "afterthought" referred to by Mr. Harris, and to show that his own client has agreed that Mrs. Hurley Nelms was entitled to every cent of her claim and that it was just and fair, but today the defendants are assuming an entirely different position.

A. Yes, sir. That is my sister's hand-writing.

Q. And when did you receive this letter, and how did you receive it?

A. I received that letter about two days after she wrote it, as near as I can tell you?

Q. By mail, or hand.

A. By mail.

Q. Referring to the letter dated February 5, 1931 from R.

Wesley Nelms, I hand you the letter and ask if you received that

letter by registered mail?

A. Yes, sir.

Q. And you notice from that letter the following quotation, "I am writing this letter to you to give notice that we are going to insist on sale of the farm at the earliest possible date"?

A. Yes.

Counsel asks that this letter from R. W. Nelms, dated February 5, 1931, to Hurley C. Nelms, be introduced in evidence and filed, marked "Exhibit G".

Q. Did you request the clerk in this case to hold the summons from the Sheriff's hands a few days?

A. Yes, until I could try to get them to settle.

Q. And if a settlement was carried out - then no suit would be necessary?

A. Yes, sir, I would have stopped right there and paid the costs myself.

Q. And before any summons was delivered to the sheriff, you wrote this letter?

A. No, sir.

Q. I mean some one wrote it for you - this one dated March 3, 1931?

A. Yes, sir - dated March 3, 1931 - I thought it was dated the 31st; that's what bothered me just now.

Q. And you remember how it was, now that the date has been corrected?

A. Yes, sir.

Q. Referring to the services rendered by your wife to Mr. J. M.

Nelms, please tell what other services she rendered?

A. Besides nursing - washing and ironing and doing his laundry?

Q. Yes? Who looked after his clothes?

A. My wife looked after them - she kept them patched and cleaned up - fixed up - Of course, his Sunday clothes were brought to town to be cleaned and pressed.

RE CROSS EXAMINATION

By Mr. Harris:

Q. You have not explained yet why it was you hurried up to bring the suit - and I read another paragraph from the letter you received from Mr. Wesley Nelms, as follows: "As stated to you several times, we would very much prefer settling the matter out of court, thereby saving considerable expense. However, if this cannot be done, it will be necessary to take legal action. I will be glad to discuss the matter with you in person, if you care to do so." Did you see Mr. Nelms about that?

A. Yes.

Q. What was the result then?

A. Met him at the bank on the 7th day of February and asked him what did he want me to do, and he said he wanted me to give him a contract, or buy the place. I asked him how much time he would give me for getting the money - I had it once, but had to use it - and he told me he would give me the expiration of the letter - ten days. I met him the following Saturday - 14th of February and bought his, Mollie, Charlie and Etta's right out. Told him put up enough money to pay all indebtedness and their part out. The

others said it would be all right about their part. Know by giving them a note it would be all right. He goes up and is going to have the deed fixed up for me, and comes back Sunday evening and said that Mr. Britt said it couldn't be done. That's the time I was telling you about just now.

Q. Why did you think it necessary to bring suit - why did you hurry up to get a suit in?

A. Because he said he would sell the place and give possession at any time - and that would leave me with no place to go.

Q. Didn't you ask in your bill that the property be sold and the proceeds of sale be divided - and wasn't that what he wanted to do?

A. But he wanted to give possession of the property then and put me out.

MRS. RICHARD JOYNER, being duly sworn, deposes as follows:

By Mr. Harris:

Q. You did authorize, by this letter, your brother, Wesley, to go ahead and close up the estate, selling the property privately or publicly. Did you not?

A. Yes, sir.

Q. That was your pleasure, and you were willing to take \$3000; that was your pleasure; always has been, and is now. You are willing now to have the place sold for \$3,000. to Hurley, or to any one else that will come forward?

A. Yes, sir.

Q. Do you know anything about the large bill that Mrs. Hurley Nelms has presented here? Do you know whether your Father paid for laundry and things of that kind or not?

A. Yes, sir, he said he gave her fifty cents and extra money to get things- told me time and again, and I would swear to that the longest day I live.

Q. Mrs. Joyner, you and your father were perfectly congenial?

A. Yes, sir, and I would do anything in the world for him.

Q. He was welcome to your home?

A. Yes, sir.

CROSS EXAMINATION

By Mr. Holland:

Q. When did he tell you that he gave her fifty cents per week?

A. I can't tell the exact date, Mr. Holland. It was during late years - He went from my house - visit he made at my house, just before he went back to Mr. Nelms - He often repeated it.

Q. When was the last visit he made to your house?

A. Spring he went back to Hurley's - 1930 - Early Spring or first of the Summer.

RE DIRECT EXAMINATION

By Mr. Harris:

Q. Did you visit your father in Newport News? When Mr. Chas. Nelms was there?

A. Yes, sir.

Q. Did you ever see any money passed?

A. Yes, sir, in Mrs. Luke's dining room.

Q. How much money passed?

A. I couldn't tell you - \$5.00 and \$10.00 - and there was one

morning he went to his pocket and got out \$5.00 to go across the street and get night shirts.

Q. You haven't seen any bill for night shirts, have you - and you don't know whether he gave the money to pay the nurse, or what?

A. He paid the nurses - I was there when he gave the money. I would go home for two or three days and get a call to come right back, and some time my son would come for me; he lives in Newport News.

MRS ETTA JOYNER, being duly sworn, deposes and says:

By Mr. Harris:

Q. Mrs. Joyner, you and your sister live in the same general neighborhood?

A. No, sir; I live over this side of town, and she lives over there.

Q. Were you and your father congenial?

A. Yes, he came to my house and stayed as long as he wanted - until he called for some one to take him home - welcome to stay as long as he wanted to.

Q. Do you know anything about the bill which Mrs. Hurley Nelms has presented for washing, etc.?

A. Nothing in the world. I don't see why she should be paid - always said he give Elsie money to pay for his washing. I will acknowledge that she was good to him and kind to him as any

daughter-in-law could be. But he paid up his bills as he went.

By Mr. Holland:

Q. Did you ever hear him say how much laundry he paid?

A. It was none of my business.

Q. Did you ever see to whom he paid it - or hear him say to whom he paid it?

A. Paid it to Elsie - had a colored woman to do the washing - and I have been here when he gave my sister money to buy things to fix up some pillows and things.

R. WESLEY NELMS, being duly sworn, deposes and says:

By Mr. Harris:

Q. Mr. Nelms, you are the oldest child of your father, and you are his administrator?

A. Yes, sir.

Q. You have filed your report here today with the Commissioner, setting forth your transaction as such?

A. Yes, sir.

Q. Mr. Nelms, did Mrs. Luke ever present her bill to you for payment - same as other people?

A. No, sir.

Q. Did Mr. Hurley Nelms ever present a bill?

A. Did not.

Q. Did you have written authority from all of the heirs, except Mr. Hurley Nelms, who is the plaintiff in this suit, and Mrs. Luke, to dispose of the property at private sale?

A. I think I have a letter from Mrs. Luke agreeing to the sale at \$3,000, but he always blocked the game.

Q. You were willing to have a conference at all time and so expressed yourself?

A. Never has been any question -

Q. You are willing today, if he will comply?

A. Yes, sir.

Q. Mr. H. C. Nelms stated that he did make such an offer, but that you...

A. I done so at his request - He asked me to go to Mr. Britt, and I instructed Mr. Britt to write a deed, and Mr. Britt asked me - "Write a deed for what"? - And then I told him the substance of what he told me - and he said, "Go to Hurley and get him to come to my office". - to find out what the deed was for so he would know how to write it. He proposed to pay out five of us, and thought he would give a note for the balance until Fall, and he found out when he got into it Mr. Britt wouldn't write the deed like he wanted it - The facts are that he couldn't finance it - if he could have come across, we would have been glad to have done^{it}, worked two months and half on it.

Q. When was the first time you knew he was bringing you into court?

A. I never knew anything about it until the officer summoned me.

Q. Do you know anything about the large claim that Mr. Hurley

Nelms has made here against the estate?

A. When I got up a list of the heirs ^{and advertised for} the bills he owed, bills against the estate, which I felt I had a right to do, as I wanted his bills paid - I made the bill in accordance to what he said was owing - and I asked him (Hurley) "Is there anything else you

know of; have you any bills that you know of"? - and he said that there was not.

Q. Did you use to visit your father while he was at Mr. H. C. Nelms'?

A. Yes, sir; I was there at his death.

Q. Did you all see that he had proper nurses when he needed nursing?

A. Whenever he failed to go to the table, my telephone was used to 'phone for the Doctor, and also to 'phone for nurses.

Q. And was the Doctor called for, and the nurse called for, as soon as possible?

A. Yes, sir.

Q. Did all the family do all they could for his comfort and enjoyment, and was he a welcome visitor in the homes of any of them?

A. Told him to come and go as he pleased, was welcome to come - and couldn't do anything more.

Q. He lived in that general neighborhood near you a great number of years?

A. Yes, one-half mile of me.

Q. The bill that Mr. Hurley Nelms told you he had against the estate covered the items shown in the itemized statement?

A. Yes, said it was all he knew of.

Q. Have you ever brought them into question?

A. No- and he never presented any bills to me.

CROSS EXAMINATION

By Mr. Holland:

Q. Didn't Mr. Nelms tell you that he was willing to take the place for \$3,000.00, provided he was allowed to deduct the claim of his wife from the purchase price?

A. No; couldn't deduct it- because had no bill for it; had no authority to do it.

Q. You never heard Mr. Nelms say his wife had a claim against the estate?

A. He didn't to my face; no.

Q. Didn't he tell you that in order to keep out of court he would, or she would, take \$500.00?

A. No, told Mr. Britt.

Q. Why didn't you hear of it yourself. Why didn't you know about the claim?

A. I heard of different things - but never any bill presented to me - hearsay, so I thought I had to tell what I knew.

Q. You were present in Mr. Britt's office when Mr. H. C. Nelms said his wife would compromise her claim for \$500.00, provided he could keep out of court?

A. Yes, I heard him say so, but the bill was sent to Mr. Britt and not to me.

Q. How much money have you in hand?

A. \$7.74 in hand now.

Q. Can you give any reason for advertising for bills to come in for \$500.00 or \$100.00, when you only have \$7.74 in hand?

A. Well, I advertised for all bills to be sent in - and all bills come in except those two - only hearsay, so far as I knew - they never sent in a bill to me, and what was presented to Mr. Britt I had no right to pass on.

Q. Did you expect to pay those bills out of the \$7.74.

A. As far as I had money to pay with - and he acknowledged in Mr. Britt's office he was ready to pay the balance of last year's rent when somebody was qualified, so he would know who to pay it to.

Q. You knew that it was your duty to give notice that you had duly qualified as administrator of the estate?

A. Yes, I had never qualified or anything like that before, but had helped my wife settle her estate, and knew about it, and Mr. H. C. Nelms and Mrs. Luke was the first ever asked me to administer.

Q. You did administer and gave bond before the Clerk - also made the required publication?

A. Yes, sir- and all bills come in except those two.

Q. And they have been presented today for the first time?

A. Yes, sir.

By Mr. Kilby:

Q. Mr. Nelms, how close did you live to Mr. Hurley Nelms?

A. About one-half mile.

Q. During the time your father spent at Mr. Hurley Nelms' were you there frequently?

A. Yes, sir.

Q. Did you ever hear of any contract being made between your father and Mr. Hurley Nelms, or Mrs. Hurley Nelms, relative to compensating him or her for taking care of him, for services rendered?

A. Yes, sir. Had it with both of them - Hurley told me more than my Father- that he had rented the farm flat for \$250.00 and had him bound up with a contract to that effect, wrote by Mr. Bunting, and allowed him \$150.00 for taking care of him, out of this rent.

Q. Outside of that, I mean - nursing and waiting on him; you have heard that testified to - and services for which they are rendering a bill for \$800.00. Did you ever hear of any clear-cut contract that they should be paid for such services?

A. No, I never heard of any, and don't think there was any. I know nothing about it.

By Mr. Harris:

Q. Did you have any reason to believe any expenses were being incurred by your father, in favor of Mr. H. C. Nelms, on account of his being there, other than the \$150.00?

A. That paid it all - that was all I knew about it- the other I had no occasion for knowing about.

Q. Mr. Nelms, do you know any of the transactions had between your father, Mr. J. M. Nelms, and your brother, Mr. Chas W. Nelms, in regard to a certain deed of trust for \$3,000.00, which has been referred to in the testimony here this morning, and whether or not that deed of trust was marked satisfied to the entire satisfaction of Mr. J. M. Nelms, and all monies accounted for by Mr. C. W. Nelms to your Father?

A. Yes, sir. I know when he quit farming - and when he was at the Gardner place, he let me have some money, \$600.00, for a few days, and I paid him interest on it. I know he had \$600.00 in one lump, and interest on it for a short time, and I believe that Charlie handled his business entirely satisfactory; I never heard a grunt about it. In fact, I think Charlie should have attended to his business - he was always perfectly satisfied at what Charlie did for him, and, to tell you the truth about it, I don't believe that Charlie got what he was due to get, because think he gave him money at times when he was short - papa told me so and Charlie told me so, and I am bound to believe it.

By Mr. Kilby:

Q. Mr. Nelms, did you bring any sort of duress on Mr. Chas. Nelms to make him mark that deed of trust satisfied.

Mr. Chas. Nelms: Never mentioned it to me, Your Honor.

A. (No answer by witness).

By Mr. Harris:

Q. I believe you said Mr. Chas. W. Nelms marked it satisfied before the money was actually paid out?

A. The deed of trust was marked satisfied before the money passed - and it was sent there to your office - surrendered, before the check was turned over to you and sent on to Charlie - the deed of trust was marked satisfied at Papa's request.

By Mr. Kilby:

Q. Did your Father spend much time at your home?

A. No, he did not.

Q. Was your wife living?

A. Yes, sir.

Q. Was he ever sick or ailing when he visited your place?

A. No, sir.

Q. Your wife never rendered any services in the nature of a nurse?

A. No, sir, she did not.

By Mr. Holland:

Q. Why did you refuse to endorse at first a note, which was later discounted, at the National Bank of Suffolk?

A. It had been used for about six months. It wasn't in the beginning - I refused after the argument about a will - and he told me he had destroyed all former wills and there would be no more wills, and all the children would share alike, and I endorsed.

Q. When did you find out about the deed of trust?

A. I don't know exactly. Hurley led me in the light of it. He went to Newport News and got word of it, and come back to me.

Q. Was it absolutely agreeable to you - the \$3000.00 deed of trust?

A. All right with me. I didn't feel he was going to do anything wrong about it.

Q. And you never made any objection to the \$3,000.00 deed of trust, and, so far as you were concerned, it could have remained on the property?

A. It was in his hands to do as he pleased - I couldn't dictate to my father what to do.

By Mr. Kilby:

Q. Did you visit your Father frequently when he was staying at

Mr. Hurley Nelms?

A. Yes, I visited him frequently.

Q. And you were on good terms?

A. Yes, sir.

Q. During your many visits there, did you notice any unusual services necessary, in the nature of a nurse, by Mrs. Elsie Nelms?

A. No more than any other daughter-in-law would render.

Q. There was always a nurse provided there when he was sick?

A. Yes, and a few times when the nurse would leave a time or two my son went there and stayed all night.

Q. Did your father ever say to you that he was under any obligation to pay more than the \$150.00 per year to Mrs. Elsie Nelms - over and above that, there was no obligation, as I understand it?

A. No, sir - not that I know of.

Q. Did you ever hear your father say he was under any obligation, by virtue of an agreement, to pay Mr. Hurley Nelms, or Mrs. Elsie Nelms for their services to him while he was in their home?

A. Outside the \$150.00, I did not - He acknowledged that and Hurley acknowledged receiving it - there was no other contract - If there was, I know nothing about it.

MRS. ELSIE L. NELMS - Recalled.

By Mr. Holland:

Q. Mrs. Richard Nelms (I mean Joyner) testified that she heard her father say he gave Mrs. Elsie Nelms fifty cents (50¢) per week for washing and money for other things. Have you ever received any amount, in any way, for services rendered?

A. I have never seen or heard of it before. It is news to me.

Q. You heard Mrs. Etta Joyner testify her father said he had paid for his laundry and things. Has he ever paid you in any way?

A. He certainly has not.

Mrs. Lizzie N. Luke asked permission of the Commissioner to be allowed to make a statement, as follows:

"In regard to my brother, Charlie, saying that he gave me money on different occasions - He cannot conscientiously say that he gave me any money, only to pay for medicines - and frequently not enough for even this. I do not deny the fact he gave money to pay the nurses, nor deny the fact that he gave money to pay the Dr's bill for the first spell of sickness at my house, but so far as giving me money on the extra expenses I had, I never received a penny -

And, also, in reference to the paper dated the 18th day of May, 1929, this paper was signed in my home - but at the time it was only a few days before a nurse was called in to my father. This paper was supposed to have my signature, but I fail to see it now. I signed the paper that my father signed with my signature; I witnessed the paper. In fact, my brother goes over to Mr. Bowen's office and comes up with the paper already made out, and it was read in the presence of my father, and in my presence also, but my father was flat of his back on the bed, and I don't really believe, under the condition he was in at that time, and the medicine he was taking, that he really knew what the paper was about."

By Mr. Holland:

Q. Mrs. Luke, who requested this paper to be written?

A. My brother asked where he could find a Notary. I told him there was one across the street, and he goes down and comes back with the paper written, and Mr. Bowen with him.

Q. Did you ever hear your father ask that the paper be prepared?

A. Never heard him mention the paper before or afterwards, in no way, shape or form.

Q. In fact, Mr. J. M. Nelms had a great deal of confidence in his son, Mr. Chas. W. Nelms, did he not?

A. Yes, I think he did until towards the last - and for a long time he could persuade him to transact any kind of business he wanted to .

By Mr. Harris:

Q. Mrs. Luke, was the copy of that, as well as you remember, word for word, only your signature is not on there. In other words, was the paper you signed any different from this?

A. As well as I remember, it was word for word, with the exception of my signature not being on this paper.

Q. It was acknowledged by your father before Mr. Bowen as a Notary Public in your presence?

A. My father, I don't think, made any reply - It was read and my father did not sign his own name - so he did touch the pen, but I don't believe he fully knew what he was doing.

Q. Did you stand there and see your father sign a paper you

thought he did not know about, and never brought in the question until you came in court today?

A. I didn't for the simple reason of the condition he was in- any excitement or worry at that time would have caused his death, and I would have done most anything to prevent that.

Q. Who held the pen when your father made his mark?

A. I won't say that - I know that my signature is not on that paper there - and I signed the one that he did.

Q. Who wrote that "Joseph M. Nelms" ?

A. I couldn't say who wrote it.

Q. Will you, please, write the name- Joseph M. Nelms on this piece of paper?

A. I am so nervous, do you think it would be fair sample of my hand-writing (writing name on paper).

MRS. LUKE: Mr. Commissioner, I would also like to have the nurse present here today say whether she received sandwiches when she was nursing my father - will you, please, let her make that statement?

MRS PARROTT-WILKERSON - Recalled.

By Mr. Kilby:

Q. Please state what kind of food you received while nursing Mr. J. M. Nelms at the home of his daughter in Newport News?

A. Three good, square meals. I ate all three meals there, and Miss Gray ate two meals.

MRS RICHARD JOYNER - Recalled.

By Mr. Harris:

Q. Mrs. Joyner, were you there at any time at mid-night?

A. Yes- three sandwiches and four at a time on a plate - bought sandwiches; I saw them myself. I won't say it was this nurse; it was the night nurse.

By Mr. Holland:

Q. Do you know also that she had her meals during the day time, too?

A. She was the night nurse, and she didn't come on until after supper. She got supper at home, or some lunch counter - her parents lived in Newport News at the time.

That's all.

MR. CHAS. W. NELMS - Recalled

By Mr. Harris:

Q. I want to ask, Mr. Nelms, about who signed the name of Joseph M. Nelms to the paper referred to and made the mark as his signature?

A. Mrs. Lizzie N. Luke wrote his name, and failed to affix her signature under it.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

HURLEY C. NELMS.....COMPLAINANT

vs.

R. WESLEY NELMS et als.....DEFENDANTS

This cause came on again to be heard on the papers formerly read and upon the report of William S. Holland and G. A. Harris, Special Commissioners, dated March 2, 1932, and this day filed by leave of Court, reporting the execution and delivery of the deed of bargain and sale, dated December 23, 1931, to Hurley C. Nelms, conveying the following property, by Special Warranty deed, to-wit:

"All that certain tract, piece or parcel of land in Chuckatuck Magisterial District, Nansemond County, Virginia, containing eighty-six (86) acres, more or less, bounded by the lands of M. G. Williams, Junius W. Cones, Richard Carney and the County Road, and being part of the same land sold and conveyed to one J. T. Nelms by John R. Copeland, Trustee, by deed dated the 9th day of December, 1889, and recorded in the Clerk's Office of Nansemond County Court in D. B. No. 23, page 66, and part of the same land conveyed to Emanuel Turner by J. T. Nelms and wife, by deed recorded in Nansemond County Court Clerk's Office in D. B. No. 25, page 267. The grave yard containing a lot of land about forty (40) feet square, with the right of way thereto, is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M. Nelms by Emanuel L. Turner and wife, by deed dated December 23, 1902, and duly recorded in Deed Book No. 54, page 129, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia."

And it appearing from said report that the said Special Commissioners collected the purchase price for the said property and distributed the funds in this cause pursuant to a former decree entered on the 22nd day of December, 1931, receipts for said disbursements being filed with the said report, as follows:

To amount in hands of R. Wesley Nelms, Administrator.....\$ 17.29

To amount collected from Hurley C. Nelms,
representing balance due on 1930 rent..... 88.91

To amount collected from Hurley C. Nelms,
representing rent for 1931..... 250.00

To amount collected from Hurley C. Nelms,
representing full purchase price of farm..... 2300.00 \$2656.20

By amount paid John H. Powell, Clerk, representing Court costs.....	\$ 31.50
By amount paid Bradford Kilby, Commissioner.....	50.00
By amount paid Hattie C. Murphy, Stenographer.....	50.00
By amount paid Suffolk News, representing Commissioners' notice.....	4.50
By amount paid J. Walter Hosier, Auctioneer.....	7.50
By amount paid Woodward & Elam, representing premium on Special Commissioners' bond.....	10.50
By Special Commissioners' commission.....	132.81
By amount paid J. P. Dalton, Treasurer, for 1931 taxes of \$40.40 and interest of \$2.02.....	42.42
By amount paid R. W. Baker & Co., covering funeral expenses.....	294.00
By amount paid Dr. C. F. Griffin for medical services.....	94.50
By amount paid Dr. C. B. Courtney for medical services.....	12.00
By amount paid Miss Otelia Blythe, nurse.....	118.00
By amount paid Jos. P. Hall, Inc., for drugs.....	12.13
By amount paid Ledger-Dispatch for adv. property.....	12.37
By amount paid National Bank of Suffolk for note of J. M. Nelms.....	250.00
By amount paid A. L. Bivins, attorney for Mrs. Lizzie Nelms Luke, representing board for nurse during illness of J. M. Nelms allowed by Bradford Kilby, Commissioner.....	104.00
By amount paid Wm. S. Holland and J. E. Hutton, attorneys for Mrs. Elsie L. Nelms, representing nursing and care of J. M. Nelms, allowed by Circuit Court of Nansemond County.....	400.00
By amount paid R. Wesley Nelms, Administrator's commission on \$38.69.....	1.93
By amount paid Wm. S. Holland and G. A. Harris, attorneys, for drawing Special Commissioners' deed.....	10.00
By amount paid G. A. Harris, attorney for H. Wesley Nelms.....	145.43

By amount paid G. A. Harris, attorney for		
Etta Nelms Joyner.....	\$145.43	
By amount paid G. A. Harris, attorney for		
Charles W. Nelms.....	145.43	
By amount paid G. A. Harris, attorney for		
Mollie Nelms Joyner.....	145.43	
By amount paid G. A. Harris, attorney for		
Trilby Nelms Anglin.....	145.44	
By amount paid William S. Holland, attorney		
for Hurley C. Nelms.....	145.44	
By amount paid M. Anderson Maxey, attorney		
for W. T. Pointer, assignee judgment		
creditor of Mrs. R. C. Luke (Lizzie Nelms		
Luke).....	<u>145.44</u>	\$2656.20

On consideration whereof, it is adjudged, ordered and decreed
that the said report be, and it is hereby, approved and confirmed.

Nothing further appearing to be done in this cause, it is
ordered that same be stricken from the docket.

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VIRGINIA: IN THE CIRCUIT COURT
OF HANSEMOND COUNTY

HURLEY C. NALMS

vs.

R. WESLEY NALMS et als

D E C R E E

Entered Mar. 5th, 1932.

J. L. McInroe
Judge.

Chancery Order
Book # 6
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VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

HURLEY C. NELMS.....COMPLAINANT

vs.

R. WEELEY NELMS ET ALS.....DEFENDANTS

THE ANSWER OF R. WEELEY NELMS, MOLLIE NELMS JOYNER,
ETTA NELMS JOYNER, CHARLES W. NELMS AND TRILBY NELMS
ANGLIN TO THE ORIGINAL BILL OF COMPLAINT AND THE
AMENDED BILL OF COMPLAINT FILED AGAINST THEM AND
ANOTHER IN THE CIRCUIT COURT OF HANSEMOND COUNTY,
VIRGINIA.

These respondents, reserving to themselves the benefit of
all just exceptions to the said original and amended bill of complaint, for
answer thereto, or so much thereof as they deem it advisable that it is material
they should answer, answer and say:

They admit the allegations contained in Item One of said
bill.

They admit that Joseph M. Nelms at the time of his death
owed some debts as well as the funeral and burial expenses; however, they deny
that he owed any large debts, and especially do they deny that the said Joseph
M. Nelms was in debt in any sum whatsoever to Hurley C. Nelms, the complainant
in this suit, as alledged in Item Two of said bill.

Your respondents admit that the said Joseph M. Nelms died
seised and possessed of a certain tract, piece or parcel of land situated in
Chuckatuck Magisterial District, Hansemond County, Virginia, containing eighty-
six (86) acres, more or less, as alleged in Item Three of said bill.

Your respondents neither admit nor deny that they agreed
to lease to Hurley C. Nelms the premises of which the said Joseph M. Nelms
died seised and possessed for the year 1931 for the sum of Two Hundred and
Fifty Dollars (\$250.00), as alleged in Item Four of said bill, but calls for
strict proof thereof.

Your respondents admit the allegations contained in Item
Five of said bill.

Your respondents admit that the real estate described in the bill in these proceedings is not susceptible of partition in kind among the parties entitled thereto. They deny that none of the respondents are willing to buy the interest of the complainant.

Your respondents neither admit nor deny that the said Joseph M. Nelms during his lifetime leased the aforesaid property to Hurley C. Nelms for the year 1931 for the sum of Two Hundred and Fifty Dollars (\$250.00), as alleged in the amended bill of complaint.

Your respondents desire to show unto the Court that Hurley C. Nelms, the complainant, is indebted to the estate of Joseph M. Nelms, deceased, covering rent for the calendar year 1930, in the sum of \$250.00, subject to a credit of \$45.94 paid by the said Hurley C. Nelms covering taxes on the aforesaid property for the year 1930, which leaves a balance due said estate of \$204.06, with interest thereon from the 1st day of December, 1930, until paid, and ask that judgment be given against the said Hurley C. Nelms for the sum of \$204.06, with interest thereon from the 1st day of December, 1930, until paid, and also ask that judgment be entered against the aforesaid party for the sum of \$250.00, covering rent for the calendar year 1931, and that no distribution be made to the said Hurley C. Nelms from the proceeds of the sale of the property herein described until the aforesaid amounts are paid in full.

And now having answered the complainant's bill, your respondents ask that this answer be treated as a cross-bill and that they be given affirmative relief in accordance with the prayer of this answer and cross-bill, and that they be dismissed with their reasonable costs herein expended.

And your respondents will ever pray, etc.

G. A. Harris p.d.

K. Wesley Nelms
Mattie Nelms Joyner
Charles W. Nelms
Billy Nelms Anglin
Ella Nelms Joyner
by Oswald

7.

VIRGINIA: IN THE CIRCUIT COURT
OF NANSEMOND COUNTY

HERLEY C. NELMS

vs.

R. WESLEY NELMS, et als.

ANSWER AND CROSS-BILL

Filed this 9 day of June, 1931.

km

VIRGINIA:
IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

Hurley C. Nelms.....Complainant.

vs.

Amended Bill of Complaint.

R. Wesley Nelms, Mollie Nelms Joyner,
Etta Nelms Joyner, Chas. W. Nelms,
Lizzie Nelms Luke, Trilby Nelms Anglin
and R. Wesley Nelms, Administrator of
J. M. Nelms, Deceased.....Defendants.

To The Honorable James L. McLemore, Judge of said Court:

The amended bill of your complainant, Hurley C. Nelms, respectfully sheweth to the court that he heretofore exhibited in this court his original bill of complaint in the following words and figures, to-wit:

"Your complainant, Hurley C. Nelms, humbly complaining, sheweth unto your Honor the following case, to-wit:

I. That on the 24th day of November, 1930, Joseph M. Nelms died intestate, and that on the day of March, 1931, R. Wesley Nelms was appointed administrator of his estate, gave bond in the sum of Two Hundred (\$200.00) Dollars and qualified, and ever since hath been and is now acting as such administrator.

II. Your complainant further says that the said Joseph M. Nelms, at the time of his death owed a large number of debts, in addition to the funeral and burial expenses of the said Joseph M. Nelms, deceased, all of which debts are still due from the estate of the said Joseph M. Nelms, deceased, and that the personal estate of the said decedent is far insufficient to pay even the said funeral and burial expenses. Your

complainant has a large claim against the estate of the said J. M. Nelms, deceased, and is a creditor of the said estate.

III. Your complainant further says that at the time of the death of the said Joseph M. Nelms, deceased, he was seized and possessed of certain real estate, described as follows:

"All that certain tract, piece or parcel of land in Chuckatuck Magisterial District, Nansemond County, Virginia, containing eighty-six (86) acres, more or less, bounded by the lands of M. G. Williams, Junius W. Cones, Richard Carney and the County Road, and being part of the same land sold and conveyed to one J. T. Nelms by John R. Copeland, Trustee, by deed dated the 9th day of December, 1889, and recorded in the Clerk's Office of Nansemond County Court in D. B. No. 23, page 66, and part of the same land conveyed to Emanuel Turner by J. T. Nelms and wife, by deed recorded in Nansemond County Court Clerk's Office in D. B. No. 25, page 267. The graveyard containing a lot of land about forty (40) feet square, with the right of way thereto, is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M. Nelms by Emanuel L. Turner and wife, by deed dated December 23, 1902, and duly recorded in Deed Book No. 54, page 129, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia."

IV. Your complainant further says that the heirs of the said Joseph M. Nelms, deceased, hereinafter named, agreed and did lease the said premises to your complainant for the year 1931 for the sum of Two Hundred and Fifty (\$250.00) Dollars, and that such lease is for the best interest of the estate of the said Joseph M. Nelms, deceased.

V. Your complainant further says that the said decedent left R. Wesley Nelms, Mollie Nelms Joyner, Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke, Trilby Nelms Anglin and Hurley C. Nelms as his only children and heirs-at-law, who as such are parties to this bill.

VI. Your complainant avers that the real estate hereinbefore described is not susceptible of convenient partition in

kind among the parties entitled thereto, that no one of the parties interested desires to purchase the said real estate, and that the rights of the parties will be promoted by a sale of the said tract of land and a division of the proceeds, after the payment of the debts proved against the estate.

In consideration whereof, and inasmuch as your complainant is without remedy, save in a court of equity, where alone are such matters properly cognizable, your complainant prays that R. Wesley Nelms, Mollie Nelms Joyner, Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke and Trilby Nelms Anglin, and R. Wesley Nelms, Administrator of J. M. Nelms, deceased, may be made parties defendant to this bill and required to answer the same, but not on oath, the same being waived; that proper process issue; that your complainant further prays that the account of R. Wesley Nelms, Administrator of the estate of Joseph M. Nelms, deceased, may be settled before a Commissioner in Chancery of this court; that an account of all of the debts and liabilities of the estate of Joseph M. Nelms, deceased, may be taken and their priorities ascertained and determined; that the amount and value of the real estate of the said Joseph M. Nelms, deceased, may be ascertained; that your complainant may be allowed to have possession of the said real estate during the year 1931 as tenant, for the sum of Two Hundred and Fifty (\$250.00) Dollars; that the personal estate as far as it will do so may be applied to the payment of the debts and liabilities of the said decedent; that the said real estate be divided between the parties thereto, or else that it be sold and the proceeds may be applied to the ^{payment of the} debts and liabilities of the said decedent, and the balance divided among the heirs of the said Joseph M. Nelms, deceased; that a reasonable fee be allowed complainant's attorney; that all other accounts and orders which are proper

may be taken and made in this cause, and grant unto your complainant such other further and general relief as to equity may seem meet, and as in duty bound your complainant will ever pray, etc. "

And now, by leave of Your Honor, complainant brings this amended bill into your Honor's said court, and shows to the court that your complainant, Hurley C. Welms, in the year 1922 rented the said land described above from J. M. Welms for the sum of Two Hundred and Fifty (\$250.00) Dollars per year; that your complainant has continued to rent the said land from year to year since the year 1922; that your complainant had rented the said land from the said J. M. Welms for the year 1931 prior to his death on the 24th day of November, 1930; and that all of the heirs and all of the creditors of the said J. M. Welms, deceased have agreed with your complainant, Hurley C. Welms, for the rental of the said land to your complainant for the year 1931 for the sum of Two Hundred and Fifty (\$250.00) Dollars.

Your complainant, therefore, prays that the said R. Wesley Welms, Mollie Welms Joyner, Etta Welms Joyner, Chas. W. Welms, Lizzie Welms Luke, Trilby Welms Anglin and R. Wesley Welms, Administrator of the estate of J. M. Welms, Deceased may be required to answer this amended bill, but not on oath, the same being hereby waived, and that the said defendants may answer as well the matters charged in the said original bill of complaint as in this amended bill, but not on oath, the same being hereby waived, and that your complainant may have such relief against them as is prayed for in his original bill against the said defendants.

HURLEY C. WELMS,

By Wm. S. Holland
Counsel

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VIRGINIA: IN THE CIRCUIT
COURT OF SANKERBOND COUNTY.

Hurley C. Welms, Complainant

vs.

R. Wesley Welms, et als.,
Defendants.

AMENDED BILL OF COMPLAINT

1931. May 5. filed *W.S.H.*

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms

Complainant.

vs.

BILL OF COMPLAINT

R. Wesley Nelms, Mollie Nelms Joyner,
Etta Nelms Joyner, Chas. W. Nelms, Lizzie
Nelms Luke, Trilby Nelms Anglin and R.
Wesley Nelms, Administrator of J. M.
Nelms, Deceased.

Defendants.

To The Honorable James L. McLemore, Judge of said Court:

Your Complainant, Hurley C. Nelms, humbly complain-
ing, sheweth unto your Honor the following case, to-wit:

I. That on the 24th day of November, 1930, Joseph
M. Nelms died intestate, and that on the day of March,
1931, R. Wesley Nelms was appointed administrator of his
estate, gave bond in the sum of Two Hundred (\$200.00) Dol-
lars and qualified, and ever since hath been and is now
acting as such administrator.

II. Your complainant further says that the said Jos-
eph M. Nelms, at the time of his death owed a large number
of debts, in addition to the funeral and burial expenses
of the said Joseph M. Nelms, deceased, all of which debts
are still due from the estate of the said Joseph M. Nelms,
deceased, and that the personal estate of the said decedent
is far insufficient to even pay the said funeral and burial
expenses. Your complainant has a large claim against the
estate of the said J. M. Nelms, deceased, and is a creditor
of the said estate.

III. Your complainant further says that at the time of the death of the said Joseph M. Nelms, deceased, he was seized and possessed of certain real estate, described as follows:

"All that certain tract, piece or parcel of land in Chuckatuck Magisterial District, Nansemond County, Virginia, containing eighty-six (86) acres, more or less, bounded by the lands of M. G. Williams, Junius W. Cones, Richard Carney and the County Road, and being part of the same land sold and conveyed to one J. T. Nelms by John R. Copeland, Trustee, by deed dated the 9th day of December, 1889 and recorded in the Clerk's Office of Nansemond County Court in D. B. No. 23, page 66, and part of the same land conveyed to Emanuel Turner by J. T. Nelms and wife, by deed recorded in Nansemond County Court Clerk's Office in D. B. No. 25, page 267. The grave yard containing a lot of land about forty (40) feet square, with the right of way thereto, is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M. Nelms by Emanuel L. Turner and wife, by deed dated December 23, 1902, and duly recorded in D. B. No. 54, page 129, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia."

IV. Your complainant further says that the heirs of the said Joseph M. Nelms, deceased, hereinafter named, agreed and did lease the said premises to your complainant for the year 1931 for the sum of Two Hundred and Fifty (\$250.00) Dollars, and that such lease is for the best interest of the estate of the said Joseph M. Nelms, deceased.

V. Your complainant further says that the said decedent left R. Wesley Nelms, Mollie Nelms Joyner, Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke, Trilby Nelms Anglin and Hurley C. Nelms as his only children and heirs-at-law, who as such are parties to this bill.

VI. Your complainant avers that the real estate hereinbefore described is not susceptible of convenient partition in kind among the parties entitled thereto, that no one of the parties interested desires to purchase the said real estate, and that the rights of the parties will be promoted by a sale of

the said tract of land and a division of the proceeds,
after the payment of the debts proved against the estate.

In consideration whereof, and inasmuch as your complainant is without remedy, save in a court of equity, where alone are such matters properly cognizable, your complainant prays that R. Wesley Nelms, Mollie Nelms Joyner, Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke and Trilby Nelms Anglin, and R. Wesley Nelms, Administrator of J. M. Nelms, deceased, may be made parties defendant to this bill and required to answer the same, but not on oath, the same being waived; that proper process issue; that your complainant further prays that the account of R. Wesley Nelms, Administrator of the estate of Joseph M. Nelms, deceased, may be settled before a Commissioner in Chancery of this court; that an account of all of the debts and liabilities of the estate of Joseph M. Nelms, deceased, may be taken and their priorities ascertained and determined; that the amount and value of the real estate of the said Joseph M. Nelms, deceased, may be ascertained; that your complainant be allowed to have possession of the said real estate during the year 1931 as tenant, for the sum of Two Hundred and Fifty (\$250.00) Dollars; that the personal estate as far as it will do so may be applied to the payment of the debts and liabilities of the said decedent; that the said real estate be divided between the parties thereto, or else that it be sold and the proceeds may be applied to the payment of the debts and liabilities of the said decedent, and the balance divided among the heirs of the said Joseph M. Nelms, deceased; *that a reasonable fee be allowed complainant's attorney,* that all other accounts and orders which are proper may be taken and made in this cause, and grant unto your complainant such other further and general relief as to equity may seem meet, and as in duty bound your

complainant will ever pray, etc.

HURLEY C. NELMS

By William S. Holland
Counsel.

W. S. Holland, p. 4.

4
VIRGINIA: IN THE CIRCUIT
COURT OF HANSMOND COUNTY.

Hurley C. Helms, Complainant

vs.

R. Wesley Helms, et al
Defendants.

BILL OF COMPLAINT

*Filed This 8th day
of April 1931.
John H. Powell - Clerk.*

^{W. S.}
HOLLAND & ~~WESBARD~~

ATTORNEYS AND COUNSELLORS AT LAW

SUITE 301-307 NATIONAL BANK OF SUFFOLK BUILDING

SUFFOLK, VIRGINIA

Suffolk, Va., *Sept. 16*, 193...

Burford Kilby
City

To **Suffolk News Company, Inc., Dr.**

143-153 S. Main St. Publisher **THE SUFFOLK NEWS-HERALD**

MONTH			
<i>Sept. 1931.</i>			
Date	Inches	Words	Lines
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15	<i>9</i>		
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total	<i>9</i>		

To Balance.....\$.....
To Inches.....*9*.....@.....*50*.....\$.....*4.50*.....
To Words.....@.....\$.....
To Lines.....@.....\$.....
To\$.....
To\$.....

TOTAL.....*8*.....\$.....*4.50*.....

To Hurley C. Nelms,
and

SEP 15 1931

R. Wesley Nelms, Mollie Nelms Joyner, Etta Nelms Joyner, Charles W. Nelms, Lizzie Nelms Luke, Trilby Nelms Anglin, and R. Wesley Nelms, Administrator of Joseph M. Nelms, and to all the creditors of the said Joseph M. Nelms:

You are hereby notified that on the 30th day of September, 1931, at 10 a. m., at my office, over McLellan Building, on Washington Square, in Suffolk, Virginia, at which time and place you are required to attend, I shall take, state and settle the following accounts which are to be taken, stated, settled and reported to Court in pursuance of the decree of the Circuit Court of the County of Nansemond, Virginia, rendered on the 12th day of September, 1931, in the suit in chancery pending in said court to which you are parties complainant and defendant, as shown by the following extract from said decree:

(1) What disposition, if any, was made of the personal estate of J. M. Nelms by the defendant, R. Wesley Nelms, Administrator of J. M. Nelms, deceased, and how much, if any, of said personal estate is now in the hands of said R. Wesley Nelms, Administrator, available for the payment of any debts owing from the estate of said J. M. Nelms, deceased.

(2) A settlement of the administration of the estate of said decedent by said R. Wesley Nelms, his administrator.

(3) What debts said J. M. Nelms owed at the time of his death, to whom they are payable, their nature, and their respective amounts and priorities.

(4) What real estate was owned by the said J. M. Nelms at the time of his death, its quantity, description, value and all liens on such real estate.

(5) The balance due from Hurley C. Nelms for 1930 rent for said real estate.

(6) Report \$250 due from Hurley C. Nelms for 1931 rent, as parties have agreed to this claim.

(7) And such other matters as any party in interest may require, the same being pertinent, or such other matters as said commissioner himself, may deem pertinent, whether so requested or not.

But before proceeding to take said account, the said commissioner is hereby directed to publish the notice to creditors of said decedent and shall give notice to all the parties to this suit of the time and place of taking the said account by publication thereof for one time in the Suffolk News-Herald at least ten (10) days before taking such account.

And what the said commissioner shall do under this decree, he shall report to this court, and this cause is continued.

Given under my hand as Commissioner in Chancery of the Circuit Court of Nansemond County, Virginia, this 15th day of September, 1931.

BRADFORD KILBY,
Commissioner in Chancery.

SEP 15 1931
To Hurley C. Nelms,
and

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BRADFORD KILBY,
Commissioner in Chancery

To Hurley C. Nelms,
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BRADFORD KILBY,
Commissioner in Chancery.

3-8, 10, 22, 28.
To Hurley C. Nelms, EP 13 1931
and

R. Wesley Nelms, Mollie Nelms Joyner,
Etta Nelms Joyner, Charles W. Nelms,
Lizzie Nelms Luke, Trilby Nelms Anglin,
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and

SEP 15 1931

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15th day of September, 1931.

BRADFORD KILBY,
Commissioner in Chancery.

J.M.Nelms
c/o C W Nelms
1010 Magnolia Ave.
Norfolk, Va.

To J. P. DALTON, Treasurer, Nansemond County,
Suffolk, Virginia

No. **U 9018**

1931

UPPER CHUCKATUCK DISTRICT

Local Rates

County Levy..... \$.55
County School Levy..... 1.00
Interest and Sinking Fund (Schools).... .25
District Road Levy..... .20
\$2.00

COMMONWEALTH OF VIRGINIA

Personal Property...Page.....Line.....

Land.....Page **68** Line **29**

FOR STATE TAXATION ONLY	VALUE	STATE RATE ON \$100	STATE TAXES	FOR LOCAL TAXATION ONLY	VALUE	LOCAL RATE ON \$100	LOCAL LEVIES
State Capitation Tax.....			\$.....	Tangible Personal Property.....	\$.....	\$2.00	\$.....
Bonds, Notes and Other Evidences of Debt \$.....		\$.50	.....	Machinery and Tools.....		2.00	.....
Money.....		.20	.....	Merchants' Capital (Schools).....		1.25	.....
Moneyed Capital in Competition with National Banks.....		1.00	.....	Real Estate..... 68 Acres..... 2020.		2.00	40.40
Capital Not Otherwise Taxed.....		.75	.....	Real Estate..... Acres.....		2.00	.....
Income: 1½% on first \$3,000; 2½% on next \$2,000; 3% on excess over \$5,000.....				Real Estate..... Acres.....		2.00	.....
				Real Estate..... Acres.....		2.00	.....
TOTAL STATE TAXES.....			\$.....	TOTAL LOCAL LEVIES.....			\$.....
				State Taxes Brought Forward.....			.....
				Total State and Local Levies.....			\$ 40.40

5 Per Cent Penalty Added Dec. 6

IMPORTANT!

THIS TAX IS NOW DUE

PLEASE BRING OR SEND THIS STATEMENT WITH YOUR REMITTANCE

Under the State Laws, a penalty of 5% will be added after December 5, 1931. Pay your taxes now and save all penalties.

TAX STATEMENT ONLY

Tax Statement Only--See Other Side

NOTICE!

TO TAXPAYERS

Duty of Treasurer to Enforce Collection by Levy, Etc.

A taxpayer who failed to pay taxes and levies on or before *December 5th* incurred a penalty of five per cent thereon, and that penalty must be added to the taxes and levies.

The failure of the taxpayer to pay the taxes and levies on or before December 5th does not indulge the taxpayer by allowing him further time to pay the taxes and levies, but the law (Acts 1928, P. 209, Sec. 372) expressly and positively directs as follows:

"It shall be the duty of the treasurer, after the fifth day of December, to call upon each person chargeable with taxes and levies who has not paid the same prior to that time, or upon the agent, if any, of such person resident within the county or corporation for payment thereof; and upon failure or refusal of such person or agent to pay the same, he shall proceed to collect them by distress or otherwise."

5 Per Cent Penalty Added Dec. 6

STATEMENT

SUFFOLK, VA.,

Nov. 1, 1931

TO JOSEPH P. HALL, INC., DR.

DRUGGIST

M. R. & M. Neems, Estate
 Suffolk, Va.

1930

Sept 30	4268335	35
	1 Dr Whispers	250
	asthma Remedy	60
Oct 4	Digital	75
	Aspirin	50
18	1 Lube Digitalin	25
	Rx	40
22	3 Lubes Digitalin	75
23	1 Dr a.D.S. Alcohol	59
Nov 4	100 D.J. Digitalis	85
15	4269253	50
17	Castor Oil	25
	Bouche Van	275
20	1 Dr alcohol	59
	4269487	50

I hereby certify this to be \$12.13
 a true statement of account.

L. S. Grider, President.

Subscribed and sworn to before me This 12th day
 of Nov. 1931 M. B. Gooding My Com. Ex. pres
 Mar. 8-1933

Common of
alps

WEST & WITHERS

GENERAL INSURANCE

117 North Main Street

Phone 10

No 439

Suffolk, Va., May 11th 1931

RECEIVED OF Mr. H. C. Nelson

for cash 40.00

premium on policy of H. C. Nelson Dec 1 year
begin Dec. 23, 1930 to Dec. 23, 1931

DOLLARS

WEST & WITHERS

\$

By

Mac Blum

COMMONWEALTH OF VIRGINIA STATE TAXES AND LOCAL LEVIES, 1930

UPPER CHUCKATUCK DISTRICT

M. J. M. Nelson

No. 8735

Land.....Page.....Line.....

Personal Property...Page 75 Line 3

Income.....Page.....Line.....

To J. P. DALTON, Treasurer of NANSEMOND COUNTY, VIRGINIA, Dr.

LOCAL RATES—REAL ESTATE AND TANGIBLE PROPERTY

County and District

County Levy.....\$.65
County School Levy.....1.00
Interest and Sinking Fund (School)... .25
District Road Levy......30
Total.....\$ 2.20

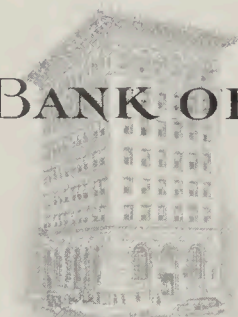
SUBJECTS OF TAXATION	VALUE	STATE RATE ON \$100	STATE TAXES	LOCAL RATE ON \$100	LOCAL LEVIES	TOTAL STATE TAXES AND LOCAL LEVIES
FOR STATE TAXATION ONLY:						
State Capitation Tax.....			\$ 1 50	NONE	NONE	\$ 1 50
Bonds, Notes, and Other Evidences of Debt.....	\$	.50		NONE	NONE	
Money.....		.20		NONE	NONE	
Moneyed Capital in Competition with National Banks.....		1.00		NONE	NONE	
Capital Not Otherwise Taxed.....		.75		NONE	NONE	
Income: 1½% on first \$3,000; 2½% on next \$2,000; 3% on excess over \$5,000.....				NONE	NONE	
FOR LOCAL TAXATION ONLY:						
Tangible Personal Property.....		NONE	NONE	\$ 2.20		
Machinery and Tools.....		NONE	NONE	2.20		
Merchants' Capital (Schools).....		NONE	NONE	1.25		
Real Estate..... 68 Acres 2020-		NONE	NONE	2.20	44 44 44 44	
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
CREDITS			TOTAL STATE TAXES.....	\$ 1 50	TOTAL LOCAL LEVIES.....	\$ 44 44
						\$ 20 94

Date	Amount	Received Payment:	5% Penalty December 6, 1930.....
	\$	Date.....	Total Taxes, Levies and Penalty.....
			\$
		J. P. DALTON, Treasurer	5% Penalty June 16, 1931.....
			Total Taxes, Levies and Penalties to June 16, 1931.....
			\$
		By.....	6% Interest from June 16, 1931, to date of payment.....
			Total Taxes, Levies, Penalties and Interest.....
			\$

DEC 15 1930

NATIONAL BANK OF SUFFOLK

JAMES L. MCLEMORE, PRESIDENT
A. WOOLFORD, VICE PRESIDENT,
H. T. JACKSON, CASHIER,
C. E. HARGRAVE, ASST CASHIER
J. A. VINCENT, ASST CASHIER



SUFFOLK, VA. Sept. 25th, 1931.

To whom it may concern:-

This is to certify that on December 15th, 1930, Mr. H. C. Nelms paid this bank \$5.00 for interest on a note of \$250.00 signed by J. M. Nelms, which note was due Dec. 14th, 1930, and which paid the interest thereon until March 14th, 1931.

Further:- That on June 15th, 1931, Mr. H. C. Nelms paid this bank \$5.00 on the above mentioned note signed J. M. Nelms for \$250.00, which note was due June 12th, 1931. This paid the interest thereon up to Sept. 10th, 1931.

Yours very truly,

J. A. Vincent
Asst. Cashier.

JAV/S.

Rent Account for 1930 between Hurley C. Nelms and the Estate
J. M. Nelms, Dec'd.

By Rent due the Estate of J. M. Nelms for 1930	\$250.00
To amount paid Treasurer of Nansamond County for 1930 taxes against J. M. Nelms	\$45.94
To amount of fire insurance premiun paid West & Withers for J. M. Nelms	6.40
To interest paid National Bank of Suffolk for J. M. Nelms	10.00
Board for 5½ months--J. M. Nelms	68.75
To Nurse's board, room, etc, for one month	30.00
To bal. due the Estate on 1930 rent	88.91
	\$250.00 \$250.00

I, Hurly C. Nelms, do hereby certify that the above
account is true and correct.

Hurley C. Nelms

Subscribed and sworn to before me, a notary public in the
City of Suffolk, va., this 29th day of Sept, 1931.

My Commission Expires
July 23rd 1934

J. H. H. H.
Notary Public.

Rent account
for 1930-

SCHEDULE OF RATES

General Nursing, per week.....	\$40.00
General Nursing, for less than a week, per day	6.00
Obstetrical Cases, per week.....	45.00
Preparation and assisting in Labor Cases..	10.00
Preparation and assisting in Operations..	10.00
When more than one patient, each extra patient, per week.....	5.00
When less than one week, each extra pa- tient per day.....	1.00
Isolated, Venereal Diseases, and Alcohol- ism, per week.....	45.00
Six hours relief, per day.....	3.00
Visit, Each.....	2.00
Massage, per hour.....	2.00
Traveling expenses extra.	

HOURS OFF DUTY

When up all night, 12 hours off duty each day.
Sleeping at night, 6 hours off duty each day.

LAKEVIEW REGISTRY

Association of Registered Nurses

SUFFOLK, VA., Sept. 21 1931

Ma. J. M. Nelson (Deceased)

To Miss Otelia Blythe R. N., DR.

For Professional Services for two periods of time from 1931 to 1931

1931, at \$ 40.00 per week; \$ 6.00 per day; Total \$ 118.00

Received Payment,

_____ R. N.

Neurological Institute,
706 W. 168th Street.

New York.

Sept. 21, 1931

My dear Mr. Nelms;

I have read the announcement in the New York Herald of the settlement of your father's estate; the deceased J. M. Nelms.

I have sent in my bills, but in case it has been lost or misplaced I am sending you another, and as it is impossible for me to present it myself, I am trusting you to collect this for me.

The bill as you will recall being (\$118.00) One hundred and eighteen Dollars.

Thanking you very much.

Sincerely,

Etelia Blythe R.N.
Neurological Institute
706 W. 168th Street
New York

October 21, 1931.

Mr. Bradford Kilby,
Commissioner in Chancery,
Suffolk, Virginia.

To
H. C. Murphy

Sep. 30 To taking and transcribing testimony
 in Nelms v. Nelms..... \$50.00

Bills.

The Commonwealth of Virginia,

To the *Sherriff of County Nansemond*, Greeting:

WE COMMAND YOU, That you summon *R. Wesley Nlems, Mollie Nlems Joyner,*
Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke and Trilby Nelms
Anglin

to appear at the Clerk's office of the *Circuit* Court of the *County of Nansemond*
at the rules to be held for the said Court on the *1st* Monday in *April*, 19*31*,
to answer a bill in chancery, exhibited against *them* in our said Court by
Hurley C. Nelms

And have then there this writ. Witness *John H. Powell*, Clerk of our said
Court, at the court-house, the *27* day of *February*, 19*31*, and in the
155 year of the Commonwealth.

John H. Powell, Clerk.

By *Olivera Whitehurst*, D.C.

original
3

No. 300

Harley C. Nelms

vs. }

SUBPOENA IN CHANCERY

R. Wesley Nelms

T also

Wm. E. Holland p. q.

To First April Rules,
House County Circuit Court.

I hereby accept due and
legal service of the within
summons. This 1st day of
April, 1931.

Sign
here Trilby Nelms Anglin
Trilby Nelms Anglin

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon R. Wesley Nelms, Millie Nelms
Joyner, Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke,
Trilby Nelms Anglin and R. Wesley Nelms, Administrator of J. M.
Nelms, Deceased.

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the Third Monday in May, 1931,
an ammended
to answer a bill in chancery, exhibited against them in our said Court by
Hurley C. Nelms

And have then there this writ. Witness John H. Powell, Clerk of our said
Court, at the court-house, the 6th day of May, 1931, and in the
155th year of the Commonwealth.

John H. Powell
Clerk

ORIGINAL

3

Form No. 300

Hurley C. Welms

vs.

}

SUBPOENA IN CHANCERY

R. Wesley Welms, et als.

, p.q.

To.....Rules,

Circuit Court.

Due and legal service is
hereby accepted.

G. A. Jones

Attorney for all defendants
except Lizzie Welms Luke.

W. H. Jones

Attorney for Lizzie Welms
Luke

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon R. Wesley Nelms, Mollie Nelms, Joyner,
Etta Nelms Joyner, Chas. W. Nelms, Lizzie Nelms Luke and Trilby Nelms
Anglin

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the 1st Monday in April, 1931,
to answer a bill in chancery, exhibited against them in our said Court by
Hurley C. Nelms

And have then there this writ. Witness John H. Powell, Clerk of our said
Court, at the court-house, the 27 day of February, 1931, and in the
155 year of the Commonwealth.

John H. Powell, Clerk.

By Clarence Mitchell, D.C.

3 *original*
Form No. 300

Hurley C. Nelms

vs. }

SUBPOENA IN CHANCERY

R. Wesley Nelms, et als

Wm. S. Holland, p.q.

To First April Rules,
Nansemond County Circuit Court.

Sh. Paid

Executed on the 16 day of March
1931, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to R. Hurley
Etta Nelms Joyner in person.

E. B. Rawles
Sheriff of Nansemond County

By J. C. Taylor
Deputy Sheriff of Nansemond County

Nelms Mollie Nelms Joyner

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon R. Wesley Nelms, Mollie Nelms Joyner,

Charles W. Nelms, Lizzie Nelms Luke, Trilby Nelms Anglin, and

R. Wesley Nelms, Administrator of J. M. Nelms, Deceased.

to appear at the Clerk's office of the Circuit Court of the County of Nansemond

at the rules to be held for the said Court on the First Monday in April, 1931,

to answer a bill in chancery, exhibited against them in our said Court by

Hurley C. Nelms

And have then there this writ. Witness John H. Powell, Clerk of our said

Court, at the court-house, the 16th day of March, 1931, and in the

155th year of the Commonwealth.

John H. Powell - Clerk

3/

Form No. 300

Original

v.s.

SUBPOENA IN CHANCERY

....., p.q.

To..... Rules,

..... Circuit Court.

5. Paid

Executed on the 16 day of March
1931....., within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to R. Wesley
Nelson Administrator in person.

E. B. Rowles
Sheriff of Nansemond County

By J. C. Taylor
Deputy Sheriff of Nansemond County

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms

vs.

R. Wesley Nelms, Mollie Nelms
Joyner, Etta Nelms Joyner, Chas.
W. Nelms, Lizzie Nelms Luke and
Trilby Nelms Angles.

To: John H. Powell, Clerk.

Issue proper process summoning the defendants
to answer bill of complaint in Chancery at First April,
1931 Rules.

Wm S. Hallam
p. q.

1

Filed Feb. 27, 1931
John H. Smith Clerk

Know All Men by These Presents, That

William S. Holland
and G. A. Harris and *United States Fidelity*
and Guaranty Company

held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Twenty-five hundred and No 100* — DOLLARS to the payment whereof, well and truly to be made to the Commonwealth of Virginia, *we* bind *our* heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

And *we* waive the benefit of *our* exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office, post or trusts therein mentioned, with coupons detached from bonds of said State.

Sealed with *our* seals, and dated this *8th* day of *Dec* in the year of our Lord one thousand nine hundred and *thirty one*, and in the *156th* year of the Commonwealth.

In Testimony Whereof, the said *William S. Holland and G. A. Harris* have hereto set *their* hands and seals, and the said *United States Fidelity and Guaranty Co.* has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, by *Richard L. Woodward* its duly authorized attorney in fact, this *8th* day of *December* in the year of our Lord one thousand nine hundred and *31*, and in the *156th* year of the Commonwealth.

THE CONDITION of the above obligation is such, That if the above bound *William S. Holland and G. A. Harris*, Special Commissioners appointed by Court Order of Dec 8, 1931 in the matter of *Hurley C. Helms vs. R. Wesley Helms et al* shall faithfully discharge of their duties under this and all future decrees entered in this matter then this obligation to be null and void, otherwise to remain in full force and effect.

who has this day qualified before the Clerk of the Circuit Court of the City of Suffolk, as such shall faithfully discharge the duties of said office, post or trust, then the above obligation to be void, otherwise to remain in full force and virtue.

William S. Holland [SEAL]

G. A. Harris [SEAL]

United States Fidelity and Guaranty Company [SEAL]

By *Richard L. Woodward* [SEAL]

Attorney in fact

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Suffolk, on the *8th* day of *Dec*, 19*31*:

The above bond was executed and acknowledged before me by the obligors to the same (the security justifying), and ordered to be recorded and filed.

Teste: *John H. Powell*, Clerk.

W. S. Holland
and G. A. Harris
Special Commissioners
in case.

Nelms
vs
Nelms et al

Official Bond
Book No 4 Page 62

Filed Dec. 9, 1931.
John H. Potter - clerk

G. A. HARRIS
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA
June 11, 1931

Mr. John H. Powell, Clerk,
Suffolk, Virginia.

Dear Sir:

In Re: Hurley C. Nelms vs. R. Wesley Nelms
et als.

I hand you herewith answer and decree which
I will thank you to file in these proceedings.

Yours very truly,

G. A. Harris

gah-1



A. WOOLFORD, VICE-PRESIDENT
T. H. BIRDSONG, VICE-PRESIDENT

JAMES L. MCLEMORE, PRESIDENT

~~FRANKLIN C. HARGRAVE, ASST. CASHIER~~
C. E. HARGRAVE, ASST. CASHIER

NATIONAL BANK OF SUFFOLK

CAPITAL & SURPLUS OVER \$550,000.00

SUFFOLK, VA.

Mrs. C. Nelson,

B. Wesley Nelson only.

In this case, I can see how the Commissioner could very well have denied the claim of Mrs. Nelson. I think he might also have justified a finding in her favor.

The evidence fairly well established a promise on the part of J. M. Nelson to pay Mrs. Nelson for caring for him - the amount of service performed is in great doubt - in the nature of things it would be almost impossible of itemization.

Viewing the situation over the period for which services are claimed, it seems to me that \$400.00 would not be out of line, and I am willing to enter an order accordingly.

12/8/31

James L. McLeMORE

6, 60,

P. S. Collins & Co., Inc.

v.

J. W. Melms

\$390. $\frac{42}{44}$ with int. from Nov. 14, 1927 on \$350.⁰⁰ and
\$40.42 from Feb. 28, 1928 till paid + \$7.⁵⁰ costs

Rendered Oct. 8, 1928

Docketed Nov. 8, 1928 (Homestead not waived).

6, 115

The Suffolk Fertilizer Co. Inc.

v.

J. W. Melms

\$2.019.¹¹ with interest from 4th day of Jan 1929 till
paid + 10% collection charges + \$5.⁰⁰ cost.

Homestead waived

Confessed in Clerk's office of Van. Co. Circuit Court.

Jan. 9, 1930 Rendered

Jan. 9, 1930 Docketed.

5, 36

W. D. Pointer, Assignee of Penn Savings & Loan Association Inc.

v.

R. C. Luke and Mrs. R. C. Luke

\$115. with int from Feb. 21, 1922, till paid + \$3.⁷⁰ costs.

Homestead waived.

Rendered Feb. 1st. 1923.

Docketed, between June 14 + 26, 1924. (No date given)

Refers Floyd A. Hudgins, Civil Justice Newport News, Va.

Abstract of Judgment.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

HURLEY C. NELMS.....COMPLAINANT

vs.

R. WESLEY NELMS ET ALS.....DEFENDANTS

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF SAID COURT:

The undersigned, who were appointed Special Commissioners in this cause on the 8th day of December, 1931, begs to report to the Court that in pursuance of a decree entered in this cause on the 22nd day of December, 1931, they did, by Special Warranty deed, bearing date the 23rd day of December, 1931, convey unto Hurley C. Nelms, after collecting the purchase price of \$2300.00, the following property, to-wit:

"All that certain tract, piece or parcel of land in Chuckatuck Magisterial District, Nansemond County, Virginia, containing eighty-six (86) acres, more or less, bounded by the lands of M. G. Williams, Junius W. Cones, Richard Carney and the County Road, and being part of the same land sold and conveyed to one J. T. Nelms by John R. Copeland, Trustee, by deed dated the 9th day of December, 1889, and recorded in the Clerk's Office of Nansemond County Court in D. B. No. 23, page 66, and part of the same land conveyed to Emanuel Turner by J. T. Nelms and wife, by deed recorded in Nansemond County Court Clerk's Office in D. B. No. 25, page 267. The grave yard containing a lot of land about forty (40) feet square, with the right of way thereto, is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M. Nelms by Emanuel L. Turner and wife, by deed dated December 23, 1902, and duly recorded in Deed Book No. 54, page 129, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia,"

and the following is a statement of the receipts and disbursements made by them in pursuance of the aforesaid mentioned decree, to-wit:

To amount in hands of R. Wesley Nelms, Administrator.....	\$ 17.29
To amount collected from Hurley C. Nelms, representing balance due on 1930 rent.....	88.91
To amount collected from Hurley C. Nelms, representing rent for 1931.....	250.00
To amount collected from Hurley C. Nelms, representing full purchase price of farm.....	2300.00
By amount paid John H. Powell, Clerk, representing Court costs.....	\$ 31.50
By amount paid Bradford Kilby, Commissioner.....	50.00
By amount paid Mattie C. Murphy, Stenographer.....	50.00
By amount paid Suffolk News, representing Commissioner's notice.....	4.50
By amount paid J. Walter Hosier, Auctioneer.....	7.50
By amount paid Woodward & Elam, representing premium on Special Commissioners' bond.....	10.60
By Special Commissioners' commission.....	132.81
By amount paid J. P. Dalton, Treasurer, for 1931 taxes of \$40.40 and interest of \$2.02/.....	42.42
By amount paid R. W. Baker & Co., covering funeral expenses.....	294.00
By amount paid Dr. C. F. Griffin for medical services.....	94.50
By amount paid Dr. C. B. Courtney for medical services.....	12.00
By amount paid Miss Otelia Blythe, nurse.....	118.00
By amount paid Jos. P. Hall, Inc., for drugs.....	12.13
By amount paid Ledger-Dispatch for adv. property.....	12.37
By amount paid National Bank of Suffolk for note of J. M. Nelms.....	259.00
By amount paid A. L. Bivins, attorney for Mrs. Lizzie Nelms Luke, representing board for nurse during illness of J. M. Nelms allowed by Bradford Kilby, Commissioner.....	104.00
By amount paid Wm. S. Holland and J. M. Hutton, attorneys for Mrs. Elsie L. Nelms, representing nursing and care of J. M. Nelms, allowed by Circuit Court of Nansemond County.....	400.00
By amount paid R. Wesley Nelms, Administrator's commission on \$38.69.....	1.93
	\$2656.20 \$1628.16

To amount brought forward.....	\$2656.20	
By amount brought forward.....		\$1628.16
By amount paid Wm. S. Holland and G. A. Harris, attorneys, for drawing Special Commissioners' deed.....		10.00
By amount paid G. A. Harris, attorney for H. Wesley Nelms.....		145.43
By amount paid G. A. Harris, attorney for Etta Nelms Joyner.....		145.43
By amount paid G. A. Harris, attorney for Charles W. Nelms.....		145.43
By amount paid G. A. Harris, attorney for Mollie Nelms Joyner.....		145.43
By amount paid G. A. Harris, attorney for Trilby Nelms Anglin.....		145.44
By amount paid William S. Holland, attorney for Hurley C. Nelms.....		145.44
By amount paid M. Anderson Maxey, attorney for W. T. Pointer, assignee judgment creditor of Mrs. R. C. Luke (Lizzie Nelms Luke).....		145.44
	\$2656.20	\$2656.20

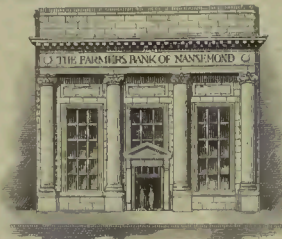
The foregoing disbursements are evidenced by proper receipts
hereto attached.

Nothing further appearing to be done, the Commissioners recom-
mend that this suit be dismissed from the docket.

Dated this 2nd day of March, 1932.

G. A. Harris
Special Commissioner.

William S. Holland
Special Commissioner.



SUFFOLK, VA. *December 23rd* 192*3* No. 68-123
5

THE FARMERS BANK OF NANSEMOND

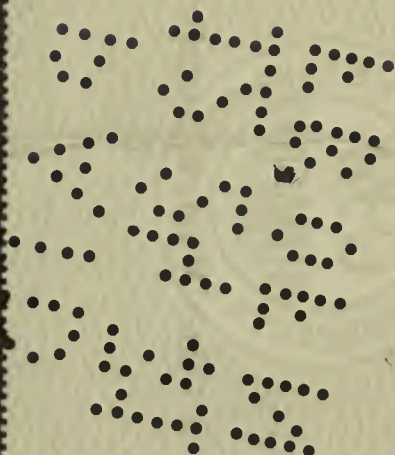
PAY TO THE ORDER OF G. L. Harris, Attorney \$ 727.16

Seven Hundred Twenty Seven and 16/100, ... DOLLARS

Representing the interests of
R. Wesley Nelms, Etta N. Joyner,
Chas W. Nelms, Mollie N. Joyner and
Trilby N. Anglin in the estate of
J. M. Nelms, deceased.

NELMS VS. NELMS
By William S. Holloman
G. L. Harris
Special Commissioners

G. A. Harris Attorney



68-123
5



SUFFOLK, VA.

192

No.

THE FARMERS BANK OF NANSEMOND

PAY
TO THE
ORDER OF

Wm. S. Holland & C. A. Harris, Attys \$ 10.00

Ten and no/100.....DOLLARS

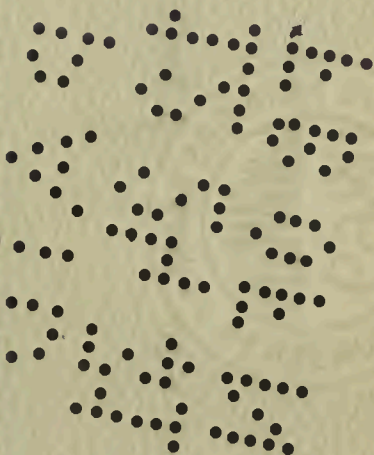
Fee for drawing Special
Commissioner's deed

NELMS VS. NELMS
By William S. Holland

G. A. Harris
Special Commissioners

Wm Stollard

G. A. Harris, City





68-123
5

SUFFOLK, VA. December 23rd 1921 No. _____

THE FARMERS' BANK OF NANSEMOND

PAY TO THE ORDER OF R. Wesley Nelms, Administrator \$ 1.93

One and 93/100..... DOLLARS

Administrator's Commission
on \$38.69

NELMS VS. NELMS
By William S. Holland

G. A. Harris
Special Commissioners

R. Wesley Nelson

NOV 29 1931

PAY TO ANY BANK OR BANKER
BY ORDER OF
DEC 29 1931
NATIONAL BANK OF SUFFOLK
SUFFOLK, VA.
38-124 C. E. HUNTER & CO. Cashier



SUFFOLK, VA. Dec 23rd,

68-123
5 No.

THE FARMERS BANK OF NANSEMOND

PAY
TO THE
ORDER OF

A. L. Bivins, Attorney for Mrs.
Lizzie N. Duke

\$ 104.00

One Hundred Four and no/100.....DOLLARS

Board of nurses during illness
of Joseph M. Nelms

NELMS VS. NELMS
By William S. Holland

G. A. Harris
Special Commissioners

Attorney for
Mr. Lizzie A. Duke

~~Attorney~~

Pay any Bank, Banker or Trust Co.
All Prior Endorsements Guaranteed
DEC 29 1931

Norfolk Nat. Bank of Commerce & Trust
68-36 NORFOLK, VA. 68-36
J. S. ALFRIEND, CASHIER

FEDERAL RESERVE BANK
RICHMOND
DEC 30 1931
FEDERAL RESERVE TRUST COMPANY
ALL PRIOR ENDORSEMENTS GUARANTEED

IN THE ORDER OF
CASHIER

COUNTER CHECK



SUFFOLK, VA.

19 31 No

68-123
5

THE FARMERS BANK OF NANSEMOND

PAY TO THE ORDER OF H. J. Murphy \$ 50.00

Fifty & no/100 DOLLARS

Stenographer's fee

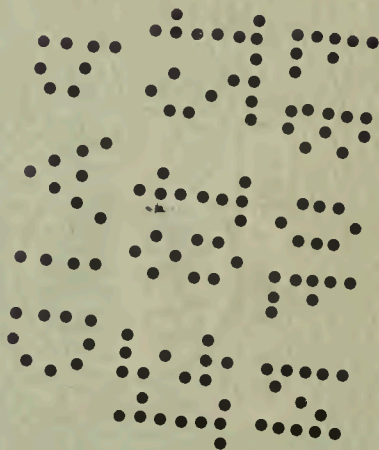
NELMS V. NELMS
By

Wm S Holland

G. A. Davis

Special Commissioners

H. C. Murphy



J.M. Nelms
c/o C W Nelms
1010 Magnolia Ave.
Norfolk, Va.

To J. P. DALTON, Treasurer, Nansemond County,
Suffolk, Virginia

No. **U 9018**

1931

COMMONWEALTH OF VIRGINIA

Personal Property...Page.....Line.....

Land.....Page.....**87**Line.....**29**

UPPER CHUCKATUCK DISTRICT

Local Rates

County Levy..... \$.55
County School Levy..... 1.00
Interest and Sinking Fund (Schools).... .25
District Road Levy..... .20

\$2.00

FOR STATE TAXATION ONLY	VALUE	STATE RATE ON \$100	STATE TAXES	FOR LOCAL TAXATION ONLY	VALUE	LOCAL RATE ON \$100	LOCAL LEVIES
State Capitation Tax.....			\$.....	Tangible Personal Property.....	\$.....	\$2.00	\$.....
Bonds, Notes and Other Evidences of Debt \$.....		\$.50		Machinery and Tools.....		2.00	
Money.....		.20		Merchants' Capital (Schools).....		1.25	
Moneys Capital in Competition with National Banks.....		1.00		Real Estate..... 68 Acres..... 2020.		2.00	40.40
Capital Not Otherwise Taxed.....		.75		Real Estate..... Acres.....		2.00	
Income: 14% on first \$3,000; 24% on next \$2,000; 3% on excess over \$5,000.....				Real Estate..... Acres.....		2.00	
				Real Estate..... Acres.....		2.00	
TOTAL STATE TAXES.....			\$.....	TOTAL LOCAL LEVIES.....			\$.....

CREDITS			TOTAL LOCAL LEVIES.....		
DATE	ACCOUNT	AMOUNT	State Taxes Brought Forward.....		
			Total State and Local Levies.....	\$.....	40.40
			5% Penalty December 6, 1931.....		2.02
			Total Taxes, Levies and Penalty.....	\$.....	42.42
			Less Credits.....		
			Balance.....	\$.....	
			5% Penalty June 16, 1932.....		
			Total Taxes, Levies and Penalties to June 16, 1932.....	\$.....	
			6% Interest from June 16, 1932, to date of payment.....		
			Total Taxes, Levies, Penalties and Interest.....	\$.....	

RECEIVED PAYMENT:

19.....

J. P. DALTON, Treasurer

By.....

**NOTICE OF SALE OF VALUABLE
FARM LAND SITUATED IN CHUCK-
ATUCK MAGESTERIAL DISTRICT,
NANSEMOND COUNTY, VIRGINIA**

In pursuance of the terms of a certain decree entered by the Circuit Court of Nansemond County, Virginia, on the 8th day of December, 1931, in the chancery cause of Hurley C. Nelms vs. R. Wesley Nelms et als, we, the undersigned Special Commissioners, will, on Saturday, the 19th day of December, 1931, at 12 o'clock M., in front of the National Bank of Suffolk, Suffolk Virginia, offer for sale at public auction, to the highest bidder, the following property: to-wit:

"All that certain tract, piece or part of land in Chuckatuck Magisterial District, Nansemond County, Virginia containing eighty-six (86) acres, more or less, bounded by the lands of M. G. Williams, Junius W. Cones, Richard Carney and the County Road, and being part of the same land sold and conveyed to one J. T. Nelms by John R. Copeland, Trustee, by deed dated the 9th day of December, 1889, and recorded in the Clerk's office of Nansemond County, Court in D. B. No. 23, page 66, and part of the same land conveyed to Emanuel Turner by J. T. Nelms and wife, by deed recorded in Nansemond County Court Clerk's Office in D. B. No. 25, page 267. The graveyard containing a lot of land about forty (40) feet square, with the right of way thereto, is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M. Nelms by Emanuel L. Turner and wife, by deed dated December 23, 1902, and duly recorded in Deed Book No. 54, page 129, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia,"

Upon the terms of cash, five per centum of which is to be paid at the time of sale, and the remainder paid in ten days thereafter.

Given under our hands this 9th day of December, 1931.

WILLIAM S. HOLLAND,
G. A. HARRIS,

Special Commissioners.

I, John H. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, hereby certifies that bond has been executed, with surety approved by me, in accordance with the terms of the aforesaid decree.

Given under my hand this 9th day of December, 1931.

JOHN H. POWELL, Clerk.

Suffolk

Norfolk, Va.

Dec. 31/31

William S. Holland, Special Commissioner
G. E. Harris, Helms (vs. Helms)

LEDGER-DISPATCH CORP.

119 E. PLUME STREET, NORFOLK, VIRGINIA

Dec. 9-11-14

17

To Advertising

5 1/2" - 4 +

12.37

Paid

F. L. Britt 1/4/32

1 \$ 250.00

2285 26-6624 7950 = 250 =
8754 79.5

Suffolk, Va., Sept. 15 1923

NATIONAL BANK OF SUFFOLK

Days after date, for value received promise to pay

or order negotiable and payable without offset at

NATIONAL BANK OF SUFFOLK, Suffolk, Virginia

Two Hundred Fifty & 00/100 DOLLARS

And it is agreed upon by the parties that the interest on this note shall be payable in advance. And we, the principal, and each and every endorser hereby waive the benefit of our Homestead Exemption as to this debt. In the event this debt is collected by legal proceedings or by an officer of the law, there shall be added to the face of said note 10 per cent, to pay the collection charges. If default is made in the payment of this note, or any part thereof at maturity, the consideration for which is the loan of money, then in such event

A. Woolford and R. B. Hill, either of whom may act, are hereby appointed attorneys in fact for-----and in-----place and stead to appear in the Clerk's Office of the-----Court of the-----of-----in the State of Virginia, and confess judgment against-----in favor of the legal holder hereof, for the above sum and interest, and cost of this suit, together with 10 per centum collection charges as aforesaid.

J. M. + Helms
Mans

Witness:-
J. L. Vincent

5.00

R 7 0 2

If default is made in the payment of this note, or any part thereof, at maturity, the consideration for which is the loan of money, then in such event A. Woolford and R. B. Hill, either of whom may act, are hereby appointed attorneys in fact for----- and in----- place and stead to appear in the Clerk's Office of the----- Court of the----- of----- in the State of Virginia, and confess judgment against----- as endorser in favor of the legal holder hereof, for the above sum and interest, and costs of this suit, together with 10 per centum collection charges as aforesaid.

R. Wesley Nelson
H. B. Nelson

Renewal

Protest waived.
R. Wesley Nelson
H. B. Nelson

16
3

1931 December 24.

Received of G. A. Harris and William S. Holland, Special Commissioners
in the suit of Hurley C. Nelms v. R. Wesley Nelms et als, fifty (\$50.00)
dollars in full of fee for report as Commissioner in Chancery made to
Court in said suit.

Bradford Kilby,

Commissioner in Chancery.

RECEIVED of G. A. Harris and William S. Holland,
Special Commissioners in the suit of Hurley C.
Nelms vs. R. Wesley Nelms, et als., the sum of
\$94.50 for professional services rendered the late
Joseph M. Nelms.

Dated this 24th day of December, 1931.

C. F. Griffin

Dr. C. F. Griffin.

RECEIVED of G. A. Harris and William S. Holland,
Special Commissioners in the suit of Hurley C. Nelms
vs. R. Wesley Nelms, et als., the sum of \$7.50 cover-
ing fee as auctioneer.

Dated this 24th day of December, 1931..

J. Walter Hosier

J. Walter Hosier.

RECEIVED of G. A. Harris and William S. Holland,
Special Commissioners in the suit of Hurley C. Nelms vs.
R. Wesley Nelms, et als., the sum of \$145.44, as my share
in the estate of Joseph M. Nelms.

Dated this 23rd day of December, 1931.

Hurley C. Nelms
Hurley C. Nelms

RECEIVED of G. A. Harris and William S. Holland,
Special Commissioners in the suit of Hurley C. Nelms vs.
R. Wesley Nelms, et als., the sum of \$400.00, for nursing
and taking care of the late Joseph M. Nelms.

Dated this 23rd day of December, 1931.

Elsie L. Nelms
Elsie L. Nelms.

R. WOODWARD
W. ELAM

Suffolk, Va., December 8th, 1931.

Messrs. G. A. Harris and William S. Holland,

Suffolk, Va.

To **WOODWARD & ELAM, Dr.**

Life, Fire, Accident,
Auto Liability, Steam Boiler,
Workmen's Compensation
and Security Bonds.

Insurance

OFFICE---No. 113 NORTH MAIN STREET

1931

DATE	POLICY NO.	COMPANY	PROPERTY INSURED	Term	AMOUNT	PREMIUM
------	------------	---------	------------------	------	--------	---------

Dec 8	Bond	U. S. F. & G.	Bond as Special Commissioners in the case of Hurley C. Nelms vs R. Wesley Nelms, Et Als	1yr	\$3500	\$10.50
-------	------	---------------	--	-----	--------	---------

Dec 73. 1931

Paid
W. S. E.

Copy of Costs
Taxed in the Suit of:

W. S. Hallam p. q.

Huckley Helms

vs.

Wesley Helms et al

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax

Clerk

Sheriff

Attorney *10 fee*

Commissioner

Printer, for Order of Publication, etc.

Deposit

1 50
12 00
3 00
~~15 00~~
31 50

Date of Judgment or Final Decree

12/2

193

Paid

12/23/31

193

John H. Pomeroy clerk

Suffolk, Va.,

Dec 28 1931

Mr. Joseph M. Nelms' Est

To R. W. BAKER & CO., Dr.

Furniture Dealers and Undertakers

208 Washington Street

1930

Nov	24	Casket	175	w	
"	"	Stone Vault	55	w	
"	"	Use of Hearse	12	w	
"	"	Embalming	15	w	
"	"	Services	10	w	
"	"	Digging Grave	4	w	
"	"	Subt	23	w	294 w

Paid by W. S. Holland and G. A. Harris,
Special Commissioners in Nelms V. Nelms.

Dated this 28th day of Dec. 1931.

R. W. Baker & Co.

By R. N. Baker

SEP 30 1931

Suffolk, Va., ..., 193....

Bradford Kilby, Attorney

Suffolk, Va.

To Suffolk News Company, Inc., Dr.

143-153 S. Main St.

Publisher THE SUFFOLK NEWS-HERALD

MONTH

SEP 30 1931

Date	Inches	Words	Lines
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15	9		
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total	9		

To Balance.....\$.....

To Inches.....9.....@.....50.....\$.....4.50

To Words.....@.....\$.....

To Lines.....@.....\$.....

To\$.....

To\$.....

TOTAL.....\$.....4.50

Paid by G. A. Harris and William
S. Holland, Special Commissioners in
the suit of Hurley C. Nelms vs. R.
Wesley Nelms, et als.

Suffolk News Company, Inc.

By C. J. Harris Jr.

December 29, 1931.

RECEIVED of G. A. Harris and William S.
Holland, Special Commissioners in the suit of
Hurley C. Nelms vs. R. Wesley Nelms, et als., the
sum of \$118.00, covering professional services
rendered the late Joseph M. Nelms.

Otelia Blythe R.M.
Otelia Blythe, R.M.

Date: Dec 26, 1931

193 /

DRUGGISTS

The Rexall Store

M R. J. M. Neems, Estate,

Supper, Va

Paid by U. A. Harris and W. S. Holland, Special Commissioners in the suit of Nelm's v. Nelm's.
Dated this 10th day of December, 1931.

Jos. P. Hall, Inc.
BY W.S. Dieck, Jr.

1930

Date	Prescription	Cost
Sept 30	R 268335	35
	1 Oz Whiskey	250
	asthma Remedy	60
Oct 4	Digitalis	75
	Aspirin	50
18	1 Lb Digitalin	25
	R	40
22	3 Lb Digitalin	75
23	1 Oz. A. O. S. Alcohol	59
Nov 4	100 N. J. Digitalis	85
15	R 269253	50
17	Cocaine Oil	25
	Starch Pan	275
20	1 Oz. Alcohol	59
	R 269487	50

\$12.13

We declare this to be the true and accurate account of the late J. M. Nelms. *for J. H. [unclear]*

Subscribed and sworn to me this 30th day of December 1931

My commission expires

Mar. 5-1933

Jos. P. Hall Inc.
 101 W. 5. St.
 10th day of
 June, 1904

M. ANDERSON MAXEY
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

Jan. 1, 1932

~~\$~~145⁴⁴=

Received of William S. Holland and G. A. Harris, Special Commissioners in the cause of Hurley C. Nelms vs. R. Wesley Nelms, et als, for the interest of Lizzie N. Nelms Luke in the land of the late J. N. Nelms, against which W. T. Pointer, Assignee of Penn's Savings and Loan Ass'n., Inc. has a judgment for \$115.00, with interest thereon from February 21st, 1922, until paid, and \$3.70, court cost, an abstract of which is docketed in the Clerk's Office of the Circuit Court of Nansemond County in Judgment Lien Docket 5, page 36.

M. Anderson Maxey
M. Anderson Maxey, Attorney
for W. T. Pointer, Assignee
for Penn's Savings & Loan
Association, Incorporated.

RECEIVED of G. A. Harris and Williams
S. Holland, Special ~~Receivers~~ *Commissioners*, in the suit of
Nelms v. Nelms et als., the sum of \$12.00, it
being the amount due me for professional services
rendered the late Jos. M. Nelms.

Dated this 31 day of December, 1931.

C. B. Courtney

Dr. C. B. Courtney

16

VIRGINIA: IN THE CIRCUIT COURT
OF HANSMOND COUNTY

HURLEY C. NOLLS

VS.

R. WESLEY NOLLS ET AL

R E P O R T

Filed March 5th, 1932.

J. M. Linnore
Judge.

G. A. HARRIS

ATTORNEY AND COUNSELLOR AT LAW

SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

HURLEY C. NELMS.....COMPLAINANT

vs.

R. WESLEY NELMS et als.....DEFENDANTS

THIS CAUSE came on this day to be heard on the papers formerly read, and upon the report of William S. Holland and G. A. Harris, who were appointed Special Commissioners by decree entered in this cause on the 8th day of December, 1931, to which report no exception has been taken; and was argued by counsel.

On consideration whereof, it appearing to the Court that the said William S. Holland and G. A. Harris, Special Commissioners as aforesaid, in pursuance of the aforesaid decree, did, on the 19th day of December, 1931, after having given notice of the time, place and terms of sale, expose for sale, at public auction, to the highest bidder, the property described in the aforesaid decree, at which sale Hurley C. Nelms bid the sum of Twenty Three Hundred Dollars (\$2300.00), which was the highest and best bid made for said property.

The Court doth approve and confirm said report, and the said Special Commissioners are authorized and instructed to convey the aforesaid property to Hurley C. Nelms, by Special Warranty deed, upon the payment of the full purchase price of \$2300.00.

It appearing to the Court from the report of Bradford Kilby, the Commissioner to whom the papers in this cause have been referred, and from the report of William S. Holland and G. A. Harris, Special Commissioners, that there will be in hand the sum of \$2656.20, which should be distributed as follows:

To amount in the hands of R. Wesley Nelms, Administrator.....	\$ 17.29	
To amount collected from Hurley C. Nelms, representing balance due on 1930 rent.....	88.91	
To amount collected from Hurley C. Nelms, representing rent for 1931.....	250.00	
To amount collected from Hurley C. Nelms, representing full purchase price of farm.....	<u>2300.00</u>	\$2656.20

By amount, ^{to be} paid John H. Powell, Clerk, representing Court costs.....	\$ 31.50
By amount, ^{to be} paid Bradford Kilby, Commis- sioner.....	50.00
By amount, ^{to be} paid Hattie C. Murphy, stenographer.....	50.00
By amount, ^{to be} paid Suffolk News, representing Commissioner's notice.....	4.50
By amount, ^{to be} paid J. Walter Hosier, Auctioneer.....	7.50
By amount, ^{to be} paid Woodward & Elam, represent- ing premium on Special Commissioners' bond.....	10.50
By Special Commissioners' commission.....	132.81
By amount, ^{to be} paid J. P. Dalton, Treasurer, for 1931 taxes.....\$40.40	
Interest..... <u>2.02</u>	42.42
By amount, ^{to be} paid R. W. Baker & Co., covering funeral expenses.....	294.00
By amount, ^{to be} paid Dr. C. F. Griffin, for medical services.....	94.50
By amount, ^{to be} paid Dr. C. B. Courtney for medical services.....	12.00
By amount, ^{to be} paid Miss Otelia Blythe, nurse.....	118.00
By amount, ^{to be} paid Jos. P. Hall, Inc., for drugs.....	12.13
By amount, ^{to be} paid Ledger-Dispatch for adver- tising property.....	12.37
By amount, ^{to be} paid National Bank of Suffolk for note of J. M. Nelms.....	250.00
By amount, ^{to be} paid A. L. Bivins, attorney for Mrs. Lizzie Nelms Luke, representing board for nurse during illness of J. M. Nelms, allowed by Bradford Kilby, Commissioner.....	104.00
By amount, ^{to be} paid Wm. S. Holland and J. K. Hutton, attorneys for Mrs. Elsie L. Nelms, representing nursing and care of J. M. Nelms, allowed by Circuit Court of Nanse- mond County.....	400.00
By amount, ^{to be} paid R. Wesley Nelms, Adminis- trator's commission on \$38.69.....	1.93
By amount, ^{to be} paid Wm. S. Holland and G. A. Harris, attorneys, for drawing Special Commissioners' deed.....	10.00
By amount to be distributed to heirs of the late J. M. Nelms.....	<u>1018.04</u>

\$2656.20

The balance in the hands of the said Special Commissioners, amount-
ing to \$1018.04, is to be distributed to the following heirs of the said J. M.
Nelms, as their respective interests:

To G. A. Harris, attorney for R. Wesley Nelms.....	\$145.43	
To G. A. Harris, attorney for Etta Nelms Joyner.....	145.43	
To G. A. Harris, attorney for Charles W. Nelms.....	145.43	
To G. A. Harris, attorney for Mollie Nelms Joyner.....	145.43	
To G. A. Harris, attorney for Trilby Nelms Anglin.....	145.44	
To William S. Holland, attorney for Hurley C. Nelms.....	145.44	
To M. Anderson Maxey, attorney for W. T. Pointer, assignee judgment creditor of Mrs. R. C. Luke (Lizzie Nelms Luke).....	<u>145.44</u>	\$1018.04

And the said Special Commissioners shall report to Court.

15
VIRGINIA: IN THE CIRCUIT COURT OF
NANSEMOND COUNTY

HURLEY C. NELMS

vs.

R. WESLEY NELMS et als

DE C R E E

Entered this 22. day of December, 1931

James S. W. Moore,
Judge.

Entered in--Chancery Order
Book No. 6 Page No. 465

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms

vs.

R. Wesley Nelms et als

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)
)
)
)
)
R E P O R T.

TO THE HON. JAMES L. McLEMORE, JUDGE:

We, the undersigned Special Commissioners, report unto Your Honor that, by virtue of a decree entered in this cause on the 8th day of December, 1931, after having advertised the time, place and terms of sale in the Ledger Dispatch, a newspaper having general circulation in Nansemond County, Virginia, for three times, the first of which publications appeared at least ten days before the day of sale, we, the said Special Commissioners, offered and exposed for sale, in front of the National Bank of Suffolk Building, Suffolk, Virginia, the real estate described in the said decree entered on the 8th day of December, 1931, at which sale Hurley C. Nelms became the purchaser thereof for the sum of \$2300.00, it being the highest bid, 5% of which was paid in cash to the undersigned Special Commissioners.

Your Special Commissioners further beg to report to the Court that they have collected from Hurley C. Nelms the sum of \$88.91 covering rent for the year 1930, and the sum of \$250.00 covering rent for the year 1931.

William S. Holland
Special Commissioner.

G. A. Davis
Special Commissioner.

14
VIRGINIA: IN THE CIRCUIT COURT OF
NANSEMOND COUNTY

HURLEY C. NELMS

vs.

R. WESLEY NELMS et als

R E P O R T

Filed this ^{22nd}~~22nd~~ day of December, 1931.

J. L. M.
Judge.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

HURLEY C. NELMS.....COMPLAINANT.

vs.

R. WESLEY NELMS, ET ALS.....DEFENDANTS.

This cause came on this day to be again heard on the papers formerly read, particularly on the exceptions filed by Mrs. Elsie L. Nelms to the report of Bradford Kilby, one of the Commissioners of this court, and was argued by counsel.

On consideration whereof, the court, having maturely considered the said report and the said exceptions of Mrs. Elsie L. Nelms, doth adjudge, order and decree that the said exceptions be, and they are hereby, sustained; and it is further adjudged, ordered and decreed that the said Mrs. Elsie L. Nelms recover the sum of FOUR HUNDRED (\$400.00) DOLLARS on her claim against the estate of Joseph M. Nelms.

And this cause is ordered continued.

13

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Hurley C. Nelms

v.

R. Wesley Nelms, et als.

DECREE

Chancery Order Book # 6
Page 460

ENTER THIS 10th DAY OF DEC. 1931

Jas S. McHenry

I have seen this
decre

for all dependent
except ~~the~~ ~~the~~
Lynette

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

HURLEY C. NELMS.....COMPLAINANT

vs.

R. WESLEY NELMS, MOLLIE NELMS JOYNER,
ETTA NELMS JOYNER, CHARLES W. NELMS,
LIZZIE NELMS LUKE, TRILBY NELMS ANGLIN,
AND R. WESLEY NELMS, ADMINISTRATOR OF
J. M. NELMS, DECEASED.....DEFENDANTS

THIS CAUSE came on this day to be again heard on the papers formerly read, upon the report of Bradford Kilby, one of the Commissioners of the Court to whom this matter has been referred, bearing date the 16th day of November, 1931, and filed on the 17th day of November, 1931, and upon the exceptions filed by Mrs. Elsie L. Nelms to said report; and was argued by counsel.

On consideration whereof, the Court doth take time to consider the exceptions of the said Elsie L. Nelms, but in all other respects the said report is approved and confirmed.

~~On consideration whereof,~~ It appearing to the Court that there are not sufficient funds in the hands of the administrator to pay the funeral expenses and other debts due and owing by the estate of J. M. Nelms, and that it will be necessary to sell the real estate of which the said J. M. Nelms died seised and possessed;

It is therefore adjudged, ordered and decreed that William S. Holland and G. A. Harris, who are hereby appointed Special Commissioners for the purpose, after having advertised the time, place and terms of sale for at least three times in some newspaper having general circulation in Nansemond County, Virginia, the first of which publications shall be at least ten days before the day of sale, proceed to sell the aforesaid property, which is described as follows, to-wit:

"All that certain tract, piece or parcel of land in Chuckatuck Magisterial District, Nansemond County, Virginia, containing eighty-six (86) acres, more or less, bounded by the lands of M. G. Williams, Junius W. Cones, Richard Carney and the County Road, and being part of the same land sold and conveyed to one J. T. Nelms by John R. Copeland, Trustee, by deed dated the 9th day of December, 1889, and recorded in the Clerk's Office of

Nansemond County Court in D. B. No. 23, page 66, and part of the same land conveyed to Emanuel Turner by J. T. Nelms and wife, by deed recorded in Nansemond County Court Clerk's Office in D. B. No. 25, page 267. The grave yard containing a lot of land about forty (40) feet square, with the right of way thereto, is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M. Nelms by Emanuel L. Turner and wife, by deed dated December 23, 1902, and duly recorded in Deed Book No. 54, page 129, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia,"

upon the terms of cash, five per centum of which is to be paid at the time of sale, and the remainder paid in ten days thereafter.

But the said Commissioners shall have no power to execute this decree until they shall enter into a bond, with sufficient security, in the Clerk's Office of this Court, payable to the Commonwealth of Virginia, in the penalty of \$3,500 - _____, and conditioned upon the faithful discharge of their duties hereunder.

And the said Special Commissioners shall report to Court.

12

VIRGINIA: IN THE CIRCUIT COURT
OF HANSMOND COUNTY

HURLEY C. NELMS

vs.

R. WESLEY NELMS et als

DECREE OF SALE

Entered this 8th day of December, 1931.

Jas. S. McPherson,
Judge.

Done sum this decree
by H. J. Ferris p. d.
ex rpt. Leggi Nelson Duke
Wm. S. Holland p. q.

Chancery Order
Book # 6
Page # 459

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms	:	Exceptions to Report
v.	:	of Bradford Kilby,
R. Wesley Nelms, et als.	:	Commissioner.

Exceptions taken by Elsie L. Nelms to the report of Commissioner Bradford Kilby, to whom this cause was referred by decree made herein on the 12th day of September, 1931, and which report was filed on the 17th day of November, 1931.

First Exception: For that said Commissioner refused to allow the claim of Elsie L. Nelms against the estate of J. M. Nelms, deceased, for the sum of \$800.00 for "laundry, nursing and services for eight (8) years, payable at the death of J. M. Nelms", and refused to allow any part thereof as a claim against the estate of the said J. M. Nelms, deceased.

Second Exception: That the said Commissioner ought to have allowed the said Elsie L. Nelms reasonable compensation for "laundry, nursing and services to the said J. M. Nelms for a period of eight (8) years prior to his death, pursuant to an agreement between Elsie L. Nelms and J. M. Nelms, clearly shown in the testimony before the said Commissioner.

Wherefore the said Elsie L. Nelms doth except
to the said report of the said commissioner and prays
that her said exceptions may be sustained; that the said
report may be recommitted, or whatever is necessary to
be done to meet the purposes of the exceptions.

ELSIE L. NELMS

By Wm. S. Holland
Her attorney.

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VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY

Hurley C. Nelms

V.

R. Wesley Nelms, et als.

EXCEPTIONS TO REPORT
OF BRADFORD KILBY,
COMMISSIONER

Filed Nov. 18 - 1931
John H. Pammel, Clerk.
By M. K. Gardner, D. C.

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

To Hurley C. Nelms,
and

R. Wesley Nelms, Mollie Nelms Joyner,
Etta Nelms Joyner, Charles W. Nelms,
Lizzie Nelms Luke, Trilby Nelms Anglin,
and R. Wesley Nelms, Administrator of
Joseph M. Nelms, and to all the credi-
tors of the said Joseph M. Nelms:

You are hereby notified that, on the
30th day of September, 1931, at 10 a. m.,
at my office, over McLellan Building,
on Washington Square, in Suffolk, Vir-
ginia, at which time and place you are
required to attend, I shall take, state
and settle the following accounts which
are to be taken, stated, settled and
reported to Court in pursuance of the
decree of the Circuit Court of the
County of Nansemond, Virginia, ren-
dered on the 12th day of September,
1931, in the suit in chancery pending
in said court to which you are parties
complainant and defendant, as shown
by the following extract from said de-
cree:

(1) What disposition, if any, was
made of the personal estate of J. M.
Nelms by the defendant, R. Wesley
Nelms, Administrator of J. M. Nelms,
deceased, and how much, if any, of said
personal estate is now in the hands
of said R. Wesley Nelms, Administra-
tor, available for the payment of any
debts owing from the estate of said
J. M. Nelms, deceased.

(2) A settlement of the administra-
tion of the estate of said decedent
by said R. Wesley Nelms, his adminis-
trator.

(3) What debts said J. M. Nelms
owed at the time of his death, to whom
they are payable, their nature, and
their respective amounts and priorities.

(4) What real estate was owned by
the said J. M. Nelms at the time of his
death, its quantity, description, value
and all liens on such real estate.

(5) The balance due from Hurley C.
Nelms for 1930 rent for said real estate.

(6) Report \$250 due from Hurley C.
Nelms for 1931 rent, as parties have
agreed to this claim.

(7) And such other matters as any
party in interest may require, the same
being pertinent, or such other matters
as said commissioner himself, may deem
pertinent, whether so requested or not.

But before proceeding to take said
account, the said commissioner is here-
by directed to publish the notice to
creditors of said decedent and shall give
notice to all the parties to this suit
of the time and place of taking the
said account by publication thereof for
one time in the Suffolk News-Herald
at least ten (10) days before taking
such account.

And what the said commissioner shall
do under this decree, he shall report to
this court, and this cause is continued.

Given under my hand as Commis-
sioner in Chancery of the Circuit Court
of Nansemond County, Virginia, this
15th day of September, 1931.

BRADFORD KILBY,
Commissioner in Chancery.

Virginia,

Circuit Court for the County of Nansemond,

Hurley C. Nelms,

v.

)
)
) In Chancery.
)
)
)

R.Wesley Nelms,Mollie Nelms Joyner
Etta Nelms Joyner,Charles W.Nelms,
Lizzie Nelms Luke,Trilby Nelms An-
glin,and R.Wesley Nelms,Administra-
tor of Joseph M.Nelms.)

To Honorable James L.McLemore,Judge of the Circuit Court for
the County of Nansemond:

In pursuance of the decree of the Circuit Court for the Coun-
ty of Nansemond pronounced on the 12th. day of September 1931 in
the suit in chancery pending in said court between Hurley C.Nelms,
Complainant,and R. Wesley Nelms and others,Defendants,the under-
signed,Bradford Kilby,a Commissioner in Chancery of said Court to
whom was referred the following account to take,state and report,
respectfully reports as follows:

That on the 15th.day of September 1931,as directed by said de-
cree,your commissioner caused to be published in the Suffolk News-
Herald,notice that he would take said account on the 30th.day of
September 1931,at his office in Suffolk,Virginia,and a copy of this
published notice is hereto attached as a part of this report.

That on said 30th.day of September 1931,at the time and place
specified in said notice,all parties to said suit were present in
person or represented by counsel,and that your commissioner took
the testimony of the following witnesses touching said account,vbz:
L. W. Williams,A.D.Hingerty,Mollie N. Joyner, Lizzie N.Luke,Mrs.
Parrott-Wilkerson,Mrs. C.F. (Virginia) Wright, Mrs. Ethel Baber,
Mary N. Kratz,Elsie L. Nelms,B.C.Eley,William E. Lufsey,C.E.Har-
grave,Charles W. Nelms,Dr.C.F.Griffin,Hurley C.Nelms,Mrs. Richard
Joyner,Mrs. Etta Joyner,R.Wesley Nelms,which testimony is herewith
returned as a part of this report.

Your commissioner reports:

(1)

That R. Wesley Nelms, Administrator of Joseph M. Nelms, sold at public auction, on the _____ day of _____ 1931, certain chattel property belonging to the estate of said Joseph M. Nelms, as listed on the inventory and appraisal filed with this report as an exhibit and realized from said sale the sum of \$29.00.

The following is a statement of the transactions of the said administrator:

1931	To amount received from sale of personal property		\$29.00
	To cash on hand of Jos. M. Nelms.		.14
	To cash in National Bank of Suffolk to credit of the estate.		9.55
June 22	By amount paid J. H. Powell, Clerk, fee and state tax on qualification.	\$7.20	
April 13	By amount paid Virginian-Pilot Publishing Co. for administrator's notice.	\$1.95	
" 13	By amount paid Piland Printing Co. for hand-bills advertising sale of chattel property.	\$2.25	
Mar. 17	By amount paid National Bank of Suffolk as interest on \$250. note.	\$5.00	
Sept. 11	By amount paid National Bank of Suffolk as interest on \$250. note.	\$5.00	
" 30	By balance in hands of Administrator.	\$17.29	
		<u>\$38.69</u>	<u>\$38.69</u>

(2)

The preceeding paragraph shows that a partial settlement of the estate has been made and the succeeding paragraph will show that further settlement by R. Wesley Nelms, Administrator of Joseph M. Nelms, is impossible from the small amount of cash balance in his hands, on account of the number and size of claims against this estate.

(3)

The following are the debts owed by Joseph M. Nelms at the time of his death or incurred by reason of his funeral:

Taxes for 1931	\$40.40
R.W.Baker and Co. funeral expenses	294.00
Dr. C.F.Griffin, services to decedent	94.50
Dr. C.B.Courtney, services to decedent.	12.00
Miss Otelia Blythe, nurse.	118.00
Jos.P.Hall Inc. drugs.	12.13
Hurley C.Nelms, board of decedent for 5½ mos.	68.75
Hurley C.Nelms, board of Miss Blythe, nurse, for 30 days.	30.00
Hurley C.Nelms, 1930 taxes, paid by him.	45.94
Hurley C.Nelms, fire insurance premium, paid West and Withers, by him.	6.40
Hurley C.Nelms, interest paid by him on \$250. note of Jos.M.Nelms, at National Bank of Suffolk on Dec.15, 1930.	5.00
Hurley C.Nelms, interest paid by him on \$250. note of Jos.M.Nelms, at National Bank of Suffolk on June 15, 1931.	5.00
National Bank of Suffolk, note of Jos.M.Nelms,	250.00
Lizzie N. Luke, amount allowed by Commissioner for board of nurses at her home, during illness of Jos.M.Nelms.	104.00
Total.	\$1,086.12

Inasmuch as the estate of Joseph M.Nelms is ample to pay all of the above claims in full, your commissioner deems it not necessary to specify any statutory priorities as between said claims.

(4)

The following real estate was owned by Joseph M.Nelms, at the time of his death:

" All that certain tract, piece or parcel of land in Chuckatuck Magisterial District, Nansemond County, Virginia, containing eighty-six (86) acres, more or less, bounded by the lands of M.G.Williams, Junius W.Cones, Richard Carney and the County Road and being part of the same land sold and conveyed to one J.T.Nelms by John R.Cope-land, Trustee, by deed dated the 9th. day of December 1889 and recorded in the Clerk's office of Nansemond County Court in D.B.No.23, page 66 and part of the same land conveyed to Emanuel Turner by J.T.Nelms and wife, by deed recorded in Nansemond County Court Clerk's office in D.B.No.25, page 267. The grave yard containing a lot of land about forty (40) feet square with the right of way thereto is reserved and not embraced in this conveyance. It being the same tract of land conveyed to Joseph M.Nelms by Emanuel L.Turner and wife, by deed dated December 23, 1902 and duly recorded in D.B.No. 54, page 129 in the Clerk's office of the Circuit Court of Nansemond County, Virginia."

In normal times, the fee-simple value of this land is about \$3,000. and its annual value about \$250. It appears from testimony of witnesses that upon the present depressed condition of the real estate market, that \$2,300. would be a fair fee-simple value and \$150. a fair rental value for the said land.

There are no liens on said land in the name of Joseph M. Nelms, and there are none of record against any of his seven children, except Mrs. R.C. Luke, (Lizzie Nelms Luke). The lien against the interest of Mrs. Lizzie Nelms Luke is the following judgment:

A judgment for the sum of \$115. with interest thereon from Feb. 21, 1922, till paid and \$3.70 costs, upon an instrument waiving the homestead exemption, rendered before Floyd A. Hudgins, Civil Justice of Newport News, Virginia, on February 1st, 1923, against R.C. Luke and Mrs. R.C. Luke (Lizzie Nelms Luke), and an abstract of this judgment was docketed between June 14 and June 26, 1924, in Judgment Docket No. 5 at page 36 in Nansemond County Circuit Court Clerk's office, Virginia. Note that the exact date of the docketing of this judgment was not entered on the judgment docket by the Clerk. The judgment immediately preceeding it was docketed on June 14, 1924 and the one immediately following it was docketed on June 26, 1924.

(5)

The balance due from Hurley C. Nelms to the estate of Joseph M. Nelms for rent of the above described land for the year 1930 is the sum of \$88.91.

(6)

The amount of rent due by Hurley C. Nelms to the estate of Joseph M. Nelms for the rent of the above described land for the year 1931 is the sum of \$250.

(7)

Your commissioner deems it pertinent to state that Mrs. Elsie L. Nelms, wife of Hurley C. Nelms, who is a son of Joseph M. Nelms, presented a bill against the estate of Joseph M. Nelms for the sum of \$800. for "laundry, nursing, and services for 8 years to be paid at the death of J.M. Nelms" or as amended by her attorney to read "payable at the death of J.M. Nelms".

Your commissioner did not allow this claim for following reasons:

Joseph M. Nelms was the owner of the farm (his home place), which he rented to his son, Hurley C. Nelms, for \$250. per year. Joseph M. Nelms, having retired from farming, made arrangements to board in the family of his son, on this farm for \$150. per year and this he continued to do for about eight years.

It is claimed by this son that his father, at the time the bargain for the payment of \$150. annual board was made, also said "If I get sick and am to any extra expense and cost on you, I want to make a bargain for you to put in a bill at my death and collect it." If this son had any right to compensation for "extra cost and expense" by reason of his father's sickness, he waived it by saying in his testimony that "What I done was freely and willing" and in answer to the direct question: "Have you any claim against the estate?", the answer was "No sir".

However, altho' this son, Hurley C. Nelms, thus waived any claim for extra cost and expense, for himself, his wife, Mrs. Elsie L. Nelms is endeavoring to collect \$800. for her personal services to her husband's father, which, in effect, enables her husband to realize this large amount out ^{of} his father's estate, if allowed, in spite of his magnanimous waiver of any claim to any compensation by reason of his father's sickness.

Your commissioner does not think that the testimony shows an express contract whereby Joseph M. Nelms assumed a legal obligation to Mrs. Elsie L. Nelms to pay her for her services, of such a character that it could be ^{enforced} legally against him or was so understood when made, or that it may be reasonably inferred that there was an express contract by which Joseph M. Nelms promised or agreed to pay and Mrs. Elsie L. Nelms was to receive compensation for her services.

The bill of Mrs. Elsie L. Nelms is open to other objections. It is not itemized and was made up, after the death of Joseph M. Nelms, in a blanket form, based on a straight charge of \$100. per year for eight years. It is certain that nursing would vary in amount from year to year and it does not appear how much nursing was done in any one year.

It is also plain from the testimony that Joseph M. Nelms had no express contract with Mrs. Elsie L. Nelms to pay her a stipulated \$100. per year for nursing him. Altho' an elderly man and suffering from asthma, it appears that Joseph M. Nelms did not require any more attention from Mrs. Elsie L. Nelms while boarding in her husband's and his son's home, than a dutiful daughter-in-law would ordinarily render to the aged father of her husband. Whenever he really was ill, the testimony shows, a nurse was employed and paid out of the funds of Joseph M. Nelms himself. A bill for \$118. due Miss Otelia Blythe, a trained nurse, for services to Joseph M. Nelms in his last illness, has been rendered to the Administrator and is still unpaid.

It is to be noted that \$100. per year is the exact difference between the annual board Hurley C. Nelms was to receive from his father (\$150.) and the annual rent he was to pay to his father, and to allow \$100. per year to his wife for her attention to his father, would enable Hurley C. Nelms to have the use of his father's farm for eight years without the expenditure of any cash. This co-incidence is too striking to be entirely disregarded.

Altho' making his home with his son, Hurley C. Nelms, where he paid board, Joseph M. Nelms, visited his other children for periods of varying length, and this was especially true during the last two years of his life. He spent about four months with a daughter, Mrs. Trilby Anglin, in Baltimore, Md. and shorter visits to his son, Charles Nelms, in Norfolk, at whose homes no board was charged. However, Mrs. Lizzie N. Luke, a daughter, is rendering a bill for board covering board of her father for two visits, at her home in Newport News, claiming a promise of compensation therefor made during the last visit. If any promise to pay for his first visit's board ~~was made~~ was made by Joseph M. Nelms to his daughter, on his second visit, this subsequent promise to pay for such board is without consideration, and therefore will not be allowed by your commissioner.

And further, your commissioner does not think that the testimony shows that Joseph M. Nelms entered into any express agreement to pay board, specific in amount or otherwise, or had assumed any legal obligation to this daughter so to do. Her bill for board was made up after the death of her father, indeed, on the very day on which her testimony was taken, viz; on Sept. 30th. 1931, in Suffolk, Va., at which time, she testified the amounts were inserted, by her attorney, Mr. Bivins. Thus Joseph M. Nelms could not have been cognizant of nor agreed to any such bill, in his life-time. General declarations of Joseph M. Nelms that he wanted his daughter to be paid or that he did not want to be any expense to anybody will not support such a bill.

Mr. Charles W. Nelms testified that he paid the salaries of the nurses who waited on his father while sick at the home of Mrs. Luke, and this is not contradicted by her, and also that he paid for his laundry and incidental expenses during this period, which is not admitted by Mrs. Luke. It is admitted that the nurses boarded at the home of Mrs. Luke while waiting on her sick father, and your commissioner thinks that it is proper to allow her charges for said board which amounts to a total of \$104. and this is the only amount to which your commissioner thinks Mrs. Luke has a just and legal claim against the estate of her father.

There is no other matter required by any party in interest to be stated as pertinent or deemed pertinent by your commissioner.

Respectfully submitted this 16th. day of November 1931.

Bradford Kilby
Commissioner in Chancery.

Costs:
Suffolk News Herald 4.50
Miss Hattie Murphy, 50.00
Commissioner. 50.00
\$104.50

"Exhibit A"

Claim of Lizzie N. Luke against the Estate of J. M. Nelms, Deceased.

To. R. Wesley Nelms, Admr. of the Estate of Joseph M. Nelms, Decased.

To Board, Room and Laundry for Jos. M. Nelms, April 2, 1929 to July 20, 1929, 15 1/2 weeks at \$10.00 per week.....	\$ 155.00
To Board, Room and Laundry for Jos. M. Nelms October 1, 1929 to May 15, 1930 - 32 weeks at \$10.00 per week.....	320.00+
To Board of Mrs. Parrott-Wilkinson, Nurse, June 5, 1929 to July 3, 1929, 4 weeks, at \$10.00 per week.....	40.00
To board of Miss Mary Gray, Nurse, June 12, 1929 to July 10, 1929 - 4 weeks at \$10.00 per week.....	40.00
To board of Miss Doty, Nurse, 2 days, April 1930, at \$2.00 per day.....	4.00
To Board of Mrs. Giddings, 5 days, April, 1930 at \$2.00 per day.....	10.00
To board for Mrs. Hendry, Nurse, May 1930, 1 week...	10.00
To laundry - 10 weeks, at \$3.00 per week.....	30.00
	\$609.00

I, Lizzie N. Luke, do hereby certify that the above claim is justly due me from the estate of J. M. Nelms, Deceased.

Lizzie N. Luke.

Subscribed and sworn to before me, a Notary Public for the City of Suffolk, Virginia, this 30th day of September, 1931.

Alvin P. Murphy
Notary Public.

My commission expires on the 24 day of Sept., 1934.

Exhibit A

"Exhibit A"

Exhibit "B"

M. ANDERSON MAXEY
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

March 19th, 1931.

Mr. R. Wesley Nelms,
R. F. D. #2,
Suffolk, Virginia.

Dear Sir: W. T. Pointer, Assignee
v.
Mr. & Mrs. R. C. Luke.

I am writing to advise you that my client, W. T. Pointer, secured a judgment against Mr. and Mrs. R. C. Luke in 1919 which is docketed in the Clerk's Office of the Circuit court of Hansemond County, Virginia, in docket 5, p. 36, for \$115.00, interest, cost &c. I am advised that Mrs. Luke is a daughter of Mr. Jos. M. Nelms, upon whose estate you have qualified as administrator. I shall be glad if will acknowledge receipt of this letter and if when distribution is made there is anything coming to Mrs. Luke apply the same on the payment of this judgment. I have written Mr. and Mrs. Luke about this matter at Suffolk, Virginia, R. F. D. but the letter was returned. If you can give me a better address it will be appreciated.

Very truly,

M. Anderson Maxey

Exhibit "B"

"Exhibit B"

"Exhibit C"

CLAIM OF ELSIE L. NELMS AGAINST THE ESTATE OF J. M. NELMS, Dec'd.

To Laundry, nursing, and services for 8 years to
be paid at death of J. M. Nelms *Prayable*

\$800.00

at the death of J.M. Nelms -

I, Elsie L. Nelms, do hereby certify that the
above claim is justly due me from the Estate of J. M.
Nelms, Dec'd.

Elsie L. Nelms.
~~Frank B. Hoffman~~

Subscribed and sworn to before me, a notary public in the
City of Suffolk, va., this 29th day of September 1931.

My Commission Expires
July 23rd 1934

J. H. Hower
Notary Public.

Exhibit "C"

Exhibit "C"

Exhibit "C"

This is to certify that I, Joseph M. Nelms, have paid board for myself in full to H. C. Nelms according to my agreement with him, namely: ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per year, each and every year that I have lived at his house, including the year 1928.

Witness my signature and seal this 18th day of May, 1929.

Witness:

Chas. W. Nelms

Joseph M. Nelms ^{his} (SEAL)
Mark

STATE OF VIRGINIA

City of Newport News, to-wit:

Appeared before me, a Notary Public for the City of Newport News, Virginia, Joseph M. Nelms, who made oath to the foregoing statement signed by him.

My commission expires on January 7, 1933.

W. H. Bowen
Notary Public.

Exhibit "D"

"Exhibit D"

Suffolk Va
March 3. 1931

Dear Billy:

I recd your letter and was glad to hear from you.

I am glad that you told me that Chesley was wanting you one thing and John something else.

And I was wanting another. In reply I asked you about bill. I was going put in that I offer to put in no bill for my self provided that they would settle the matter ^{in court} court.
Exhibit F

And all so told
them That Elsie
would not put in
bill for ~~over~~ \$500.
dollar provided that
they settled out
of court.

But if they
go to court Elsie is
going to put in
larger bill and I
expect to put in
for my self which
will amount to
more than double
that much.

And in regard
to rent for last year

that I was asked to
take money at pay
papa taken at \$45.94
to renew \$250.00 note
at bank for ninety days
was \$5.00 interest which
they said allowing me
\$100.00 dollars for board
for papa and nurse
lost year. Which only
leaves \$99.02 and few cents
balance Wesley say.

And I am ready
to pay that as
soon I know who to
pay it to.

Mr. Lee Britt said
for me not pay it

to any one until
some one is fully
qualified to handle
the estate because
one didn't have any
more right to collect
the rent than another,
which they promise
me that this bill
would come out last
year rent.

Wesley says that
they won the case
of \$900.00 dollar against
the estate however.
which I can't find
quite \$700.00 after straighten-
ing last year rent

but I dont down
like Wesley said
he has run around
and tryed to find
out every penny
he owed before
he would desied
to do anything
that I am only
going as near as
I remember what
he said if you want
now I will find out
let you now exactly
were I can,
I dont think that
\$5000 dollar is any
way enough for

us as much as we
had to do for papa.
but if they settled
out court I willing
to take \$500⁰⁰ hundred
that I hate for going
in how of court
because I know what
it cost to sell

Mr Turner property
that they were agreed
on \$1100⁰⁰ dollar cost
before any body got
any thing I have
paper here right
now and can
prove this,

I know you getting tired
me writing you about
it but any thing
you want know
about the estate I
will be glad to
tell you. All I can
about it because you
know he was with
us about 8 years
which he never gave
us money for working
ironing and cleaning
up waiting on him.
In regards to what you
said about coming down
here some body would
have to pay your expenses

if you come down here
for my benefit I would
expect to pay your
way but if you get
a written summons
the court will pay
expenses. please don't
sign any paper that
is sent to you from
any body, that I will
let you know

because I will find
out from Mr. Britt
for when, for you
sign and what sign

If you were down
here week two you
find out who won

right who wrong.

They going have
meeting Saturday
evening at Mr Britts
office and decided
something. They say
I will let you
know what they
do. Hope you all are
well. we feeling better of
our colds.

With best regards to
all from us.

As ever.

Henley.

"^{to}Ephibik 7"

"Exhibit G"

Suffolk, Virginia,
February 5, 1931.

Mr. H. C. Nelms,
R. F. D. #2,
Suffolk, Virginia.

Dear Hurley:

I have talked with the heirs that have appointed me as their agent and we are agreed that some definite arrangement should be made of the farm at this time. Unless this is done, it leaves you in a very uncertain position for the present year.

I am, therefore, writing this letter to give you notice that we are going to insist on sale of the farm at the earliest possible date.

As stated to you several times, we would very much prefer settling the matter out of Court, thereby saving considerable expense. However, if this cannot be done, it will be necessary to take legal action.

I will be glad to discuss this matter with you in person if you care to do so.

Please let me know your pleasure in the matter within the next ten days.

Yours truly,

Exhibit "G"

R. Wesley Nelms
agt

I agree for Harley Nelson
to Buy the home for three
Thousand dollars

Etta (Nelson) Joyner

"Exhibit 5"

Exhibit "F-1"

Baltimore, Md.
Jan 18-1931.

Dear Hurley:

Just a few lines to tell
you I thank you for your
letter & advice on me putting
in a bill. I still say you
& Elsie ought to have more than
any one else & you asked me
if I had heard Papa say
that. he wanted you & Elsie
just for your trouble I have
heard him say that, & I have
told him more than once I
would tell any one you &
Elsie deserved more than any
one else. I hope you come
out on the top side. Exhibit "H"

You said Wesley said I would
have signed the paper if I had

hadn't influence me no:

As soon as Frank saw &
read the paper he said right
away it wasn't - any good &
we are not going to sign any
thing until all down there has
signed, as I am ^{not} going to ~~sign~~
but so much every time I go
to a notary Public I have to
pay a \$1.00, so when it's all
draved up right & all the
children down there has
signed then send it to me
& I will like wise sign.
You can write and tell me
any news you want to I will
now say any thing about it.
& I will help you all I can
but I can't come down there
as I feel like Frank don't feel

like doing for him self, he
works so hard & had indigestion
of & on since last summer.

but if I can be any service
to you here I will be glad
to do so. I know Lizzie will
be a hot sister if she can't
get a bill thru.

Frank is in bed now as he
has got to go to work tonight.

Hope you both are well

All sends love & best wishes
to you both.

Yours That all the news
so will close for this time.

As ever,

Silly -

"Exhibit 7-1"

R. WESLEY NELMS, ADMR.
In Account With
ESTATE OF JOS. M. NELMS

To amount received from sale of personal property.....		\$29.00
To cash on hand of Jos. M. Nelms.....		.14
By amount paid J. H. Powell, Clerk, for fee for qualification as admr.....	\$ 7.20	
By amount paid Virginian-Pilot Pub. Co. for administrator's notice.....	1.95	
By amount paid Piland Printing Co. for printing handbills for adver- tising sale of personal property.....	2.25	
1931 March 17. 5.00 Sept 11. 5.00 By amount paid National Bank of Suffolk as interest on \$250.00 note.....	10.00 ✓	
By amount in hands of administrator.....	7.74	
	<u>\$29.14</u>	<u>\$29.14</u>

The administrator has no property of any kind in his hands to be administered.

There are \$9.55 on deposit at the National Bank of Suffolk to the credit of J. M. Nelms, which is to be transferred to the account of R. Wesley Nelms, administrator.

The following named persons have presented accounts against the estate for payment:

Jos. P. Hall, Inc., drug account.....	\$ 12.13
Dr. C. F. Griffin, medical bill.....	94.50
R. W. Baker & Co., funeral expenses.....	294.00
H. C. Nelms, board.....	~~75.00~~ 68.75
National Bank of Suffolk, note of \$250.00; interest paid to Dec. 9, 1931.....	250.00
H. C. Nelms, interest advanced.....	5.00
H. C. Nelms, taxes paid on real estate of Jos. M. Nelms.....	45.94
Dr. C. B. Courtney, medical bill.....	12.00
H. C. Nelms, board of nurse.....	~~25.00~~ 30.00
West & Withers, insurance by H. C. Nelms.....	6.40 - am. H. C. Nelms
Miss Blythe, nurse.....	118.00

Respectfully submitted this 30th day of September, 1931.

Exhibit "I"

R. Wesley Nelms
Administrator of the Estate of
Joseph M. Nelms, Deceased.

38.69
21.40

17.29

B

18
Virginia,
In the Circuit Court of
Nansemond County:

Hurley C. Nelms

v.

R. Wesley Nelms et als.

IN CHANCERY.

Report of Bradford Kilby,
Commissioner in Chancery,
under decree of September
12th.1931.

Filed: November 17th.1931.

John H. Powell, Clerk.
W. K. Sedner Deputy

Clerk.

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VA.

Entered Sept 12-1931

Oct 2 1931

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

Murley C. Helms Complainant.

vs.

DECREE OF REFERENCE.

R. Wesley Helms, et als Defendants.

This cause came on this day to be heard upon the amended bill, duly filed; upon proof of service of process on Lizzie Helms Luke and R. Wesley Helms, Administrator of the estate of J. M. Helms, deceased; upon the joint and separate answers of R. Wesley Helms, Mollie Helms Joyner, Charles W. Helms, Trilby Helms Anglin and Etta Helms Joyner; and was argued by counsel.

On consideration whereof, it is adjudged, ordered and decreed that this cause be, and the same is hereby, referred to Bradford Milby, one of the commissioners in chancery of this court, to take, state and report an account, showing:

I. What disposition, if any, was made of the personal estate of J. M. Helms by the defendant, R. Wesley Helms, Administrator of J. M. Helms, deceased, and how much, if any, of said personal estate is now in the hands of said R. Wesley Helms as administrator, available for the payment of any debts owing from the estate of said J. M. Helms, deceased;

II. A settlement of the administration of the estate of said decedent by said R. Wesley Helms, his administrator;

III. What debts said J. M. Helms owed at the time of his death, to whom they are payable, their nature, and their respective amounts and priorities;

IV. What real estate was owned by the said J. M. Helms at the time of his death, its quantity, description, value, and all liens on such real estate;

V. The balance due from Hurley C. Helms for 1930 rent for the said real estate;

VI. Report ~~of~~ \$250.00 due from Hurley C. Helms for 1931 rent, as the parties have agreed on this claim;

VII. And such other matters as any party in interest may require, the same being pertinent, or such other matters as said commissioner himself may deem pertinent, whether so requested or not.

But before proceeding to take said account the said commissioner is hereby directed to publish the notice to creditors of said decedent, and shall give notice to all the parties to this suit of the time and place of taking the said account by publication thereof for one time in the Suffolk News-Herald at least ten (10) days before taking such account.

And what the said commissioner shall do under this decree he shall report to this court, and this cause is continued.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms Complainant.

vs.

DECREE OF REFERENCE.

R. Wesley Nelms, et als.....Defendants.

This cause came on this day to be heard upon the amended bill, duly filed; upon proof of service of process on Lizzie Nelms Luke and R. Wesley Nelms, Administrator of the estate of J. M. Nelms, deceased; upon the joint and separate answers of R. Wesley Nelms, Mollie Nelms Joyner, Charles W. Nelms, Trilby Nelms Anglin and Etta Nelms Joyner; and was argued by counsel.

On consideration whereof, it is adjudged, ordered and decreed that this cause be, and the same is hereby, referred to Bradford Kilby, one of the commissioners in chancery of this court, to take, state and report an account, showing:

I. What disposition, if any, was made of the personal estate of J. M. Nelms by the defendant, R. Wesley Nelms, Administrator of J. M. Nelms, deceased, and how much, if any, of said personal estate is now in the hands of said R. Wesley Nelms as administrator, available for the payment of any debts owing from the estate of said J. M. Nelms, deceased;

II. A settlement of the administration of the estate of said decedent by said R. Wesley Nelms, his administrator;

III. What debts said J. M. Nelms owed at the time of his death, to whom they are payable, their nature, and their respective amounts and priorities;

IV. .What real estate was owned by the said J. M. Nelms at the time of his death, its quantity, description, value, and .all liens on such real estate;

V. The balance due from Hurley C. Nelms for 1930 rent for the said real estate;

VI. Report ~~of~~ \$250.00 due from Hurley C. Nelms for 1931 rent, as the parties have agreed on this claim;

VII. And such other matters as any party in interest may require, the same being pertinent, or such other matters as said commissioner himself may deem pertinent, whether so requested or not.

But before proceeding to take said account the said commissioner is hereby directed to publish the notice to creditors of said decedent, and shall give notice to all the parties to this suit of the time and place of taking the said account by publication thereof for one time in the Suffolk News-Herald at least ten (10) days before taking such account.

And what the said commissioner shall do under this decree he shall report to this court, and this cause is continued.

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VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Hurley C. Nelms

v.

R. Wesley Nemls, et als.

DECREE OF REFERENCE

I have seen this decree
Gordon Attorney for
all defendants & cap't
Lizzie Nelms Kute
Entered, Sept 12, 1938.
Jas. L. McQuinn.

Chancery Order Book No 6; Page 438

WILLIAM S. HOLLAND

ATTORNEY AT LAW

SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

HURLEY C. NELMS.....COMPLAINANT

vs.

R. WESLEY NELMS, MOLLIE NELMS JOYNER,
ETTA NELMS JOYNER, CHARLES W. NELMS
AND TRILBY NELMS ANGLIN.....DEFENDANTS.

This day came R. Wesley Nelms, Mollie Nelms Joyner,
Etta Nelms Joyner, Charles W. Nelms and Trilby Nelms Anglin, and on
their motion, by their attorney, they were allowed to file an answer
and cross-bill in these proceedings, *and the same is this day filed.*

And this cause is continued.

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VIRGINIA: IN THE CIRCUIT COURT
OF NANSEMOND COUNTY.

HURLEY C. NELMS

vs.

R. WESLEY NELMS ET ALS

D E C R E E

Entered this 9th day of June,
1931.


Judge.

See Chancery Order
Book No. 6
Page 418

To Hurley C. Nelms,
and

R. Wesley Nelms, Mollie Nelms Joyner,
Etta Nelms Joyner, Charles W. Nelms,
Lizzie Nelms Luke, Trilby Nelms Anglin,
and R. Wesley Nelms, Administrator of
Joseph M. Nelms, and to all the credi-
tors of the said Joseph M. Nelms:

You are hereby notified that on the
30th day of September, 1931, at 10 a. m.,
at my office, over McLellan Building,
on Washington Square, in Suffolk, Vir-
ginia, at which time and place you are
required to attend, I shall take, state
and settle the following accounts which
are to be taken, stated, settled and
reported to Court in pursuance of the
decree of the Circuit Court of the
County of Nansemond, Virginia, ren-
dered on the 12th day of September,
1931, in the suit in chancery pending
in said court to which you are parties
complainant and defendant, as shown
by the following extract from said de-
cree:

(1) What disposition, if any, was
made of the personal estate of J. M.
Nelms by the defendant, R. Wesley
Nelms, Administrator of J. M. Nelms,
deceased, and how much, if any, of said
personal estate is now in the hands
of said R. Wesley Nelms, Administra-
tor, available for the payment of any
debts owing from the estate of said
J. M. Nelms, deceased.

(2) A settlement of the administra-
tion of the estate of said decedent
by said R. Wesley Nelms, his adminis-
trator.

(3) What debts said J. M. Nelms
owed at the time of his death, to whom
they are payable, their nature, and
their respective amounts and priorities.

(4) What real estate was owned by
the said J. M. Nelms at the time of his
death, its quantity, description, value
and all liens on such real estate.

(5) The balance due from Hurley C.
Nelms for 1930 rent for said real estate.

(6) Report \$250 due from Hurley C.
Nelms for 1931 rent, as parties have
agreed to this claim.

(7) And such other matters as any
party in interest may require, the same
being pertinent, or such other matters
as said commissioner himself, may deem
pertinent, whether so requested or not.

But before proceeding to take said
account, the said commissioner is here-
by directed to publish the notice to
creditors of said decedent and shall give
notice to all the parties to this suit
of the time and place of taking the
said account by publication thereof for
one time in the Suffolk News-Herald
at least ten (10) days before taking
such account.

And what the said commissioner shall
do under this decree, he shall report to
this court, and this cause is continued.

Given under my hand as Commis-
sioner in Chancery of the Circuit Court
of Nansemond County, Virginia, this
15th day of September, 1931.

BRADFORD KILBY,
Commissioner in Chancery.

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

Hurley C. Nelms.....Complainant

vs.

ORDER

R. Wesley Nelms, et als.....Defendant.

On motion of the complainant to file an amended bill in this cause, it is adjudged, ordered and decreed that the amended bill be, and the same is hereby filed, by leave of court.

And it is further ordered that the Clerk of this court issue proper process on said amended bill, returnable to the Second May, 1931 Rules.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Harley C. Nelms

vs.

R. Wesley Nelms, et als.

ORDER

Ent. May 5, 1931.

E. L. McShane

~~Notice on the grand jury~~
is hereby waived.

*I have seen this decree
for Harris Attorney for
attorney for all defendants & apt
Lizzie Nelms Rute*

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Entered in Chancery Order

Book 6, Page 412

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Hurley C. Nelms

vs.

Amended Memorandum

R. Wesley Nelms, Mollie Nelms
Joyner, Etta Nelms Joyner, Chas.
W. Nelms, Lizzie Nelms Luke,
Trilby Nelms Anglin and R. Wesley
Nelms, Administrator of J. M. Nelms,
Deceased.

To John H. Powell, Clerk:

Issue proper process summoning the defen-
dants to answer bill of complaint in chancery at First
April, 1931 Rules.

Wm S Holland —
p. q.

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VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Hurley C. Nelms

vs.

R. Wesley Nelms, et als.

AMENDED MEMORANDUM

*Filed March 16, 1931
John H. Pull-Clax.*

"Exhibit E"

I, Joseph M. Nelms, of the County of Nansemond, Virginia, being of sound mind and disposing memory, do make, publish and declare the following as and for my last will and testament, hereby revoking and making void all other and former wills or codicils of wills by me at any time heretofore made, as follows: -

I.

I nominate, constitute and appoint my son, Charles W. Nelms of the City of Norfolk, Virginia, executor of this my last will and testament, and request that no surety be required of him as such executor.

II.

At my death I desire that all of my just debts be paid by my said executor as soon as convenient thereafter.

III.

Exhibit E As soon as practicable, I hereby direct my said executor, Charles W. Nelms, to sell my real estate and personal property located in Nansemond County, Chuckatuck District, Virginia, known as my home place, and consisting of a farm containing Eighty-six (86) acres, more or less, together with all household effects belonging or appertaining thereto, either by auction or otherwise, as in his judgment is best, hereby especially authorizing him to execute such deed or other evidence conveying title as may be necessary. He may sell said real estate and personal property for cash or part cash and the balance on time, and out of the proceeds thereof, I give, devise and bequeath a one-seventh (1/7) interest to each of my children, seven in number, to-wit: - R. Wesley Nelms, Mollie Joyner, Etta Joyner and Hurley C. Nelms of the County of Nansemond, Virginia, Charles W. Nelms of Norfolk, Virginia, Lizzie Luke of Newport News, Virginia and Trilby Anglin of Baltimore, Maryland. There shall be no liability on the purchaser of said real estate or personal property above described, to see to the

proper application of the purchase money.

WITNESS my hand and seal this 15th day of July,
1929.

(SEAL)

Signed with his mark, sealed, published and declared
by the testator, Joseph M. Nelms, after the same had been read to him
at length in our presence, as and for his last will and testament in
the presence of us, who in his presence and at his request, and in the
presence of each other, all three being present at the same time, have
hereunto subscribed our names as witnesses; and we certify that to the
best of our knowledge and belief, said testator was then and there
of sound mind.

Witnesses.

"Exhibit E"