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NANCY TALBOTT

ESTATE

1899

HENDRICKS COUNTY, INDIANA

Francis M. Harrison
vs
Estate of Nancy Talbot Decd.

1 The plaintiff has filed a claim against the Estate of Nancy Talbot as follows. (insert Claim) which claim, not having been allowed by the Administrator & in the course of the administration of said trust was by operation of law transferred to the issue docket of the court for trial. The defendant has filed no answer but the Statute of this State a general denial is interposed which is in effect a denial of all the material allegations of the Statement of Claim hereinbefore referred to.

The burden is thus cast upon the plaintiff to prove all the material allegations of his claim by a preponderance of the evidence before he can recover, and to aid him in considering the evidence adduced and in applying

Same
the ~~deduced~~ it will be proper for
the Court to state briefly the
several ~~and~~ theory upon which
this case has been presented to you
by the several parties.

The plaintiff presents this case to
you on the theory that from August
20th 1895, to March 8th 1897, he rendered
services to the decedent by himself, his
wife, and his niece help. in caring for
Nursing, washing ~~for~~ and cooking for,
feeding and waiting upon decedent,
without any express contract, ^{for pay on such services} as to the
compensation he should receive ^{there} for
~~such services~~, and that from March
8th 1897 until her death, August 4th
1898. There was an express contract
by which he purchased of the decedent
one half of the stock on the place, and
after the household was supplied the
plaintiff and decedent should share
the net proceeds of the farm and stock.

Equally between them, and that Plaintiff should be paid for his services in waiting upon, caring for, ^{and} nursing the decedent, what such services were reasonably worth.

The history of the defendant is
1st that from August 20th 1845. to March 8th 1897. the Plaintiff and wife and decedent lived together at decedent's home as one family, ^{and that} they had so lived before August 20th 1845; that Plaintiff's wife was the granddaughter of decedent and had lived as a member of decedent's family from infancy; that the decedent had raised and maintained her, clothed her and sent her to school as she would her own child; that Plaintiff had lived with decedent for ^{years} ~~months~~ before August 20th 1845 ^{his marriage} as a hired hand, and knew the family relations; and that after

the marriage there was no change in
~~the relations so heretofore~~ the
domestic relations, of that from
August 20th 1895. ~~the time~~ to March
8th 1897. plaintiff farmed the 160
acres of land of decedent, and got
one half of what he raised on
the farm, of wheat, corn and hay
and that he, and his wife and decedent
had their living out of the
farm, and that there was no con-
tract between the parties, nor expecta-
tion on the part of the plaintiff that
decedent should pay him for any
service rendered for her for
nursing, washing, sewing mending,
cooking, feeding and working on
her.

2nd that some time on or about
the 8th day of March 1897. the plaintiff
and decedent entered into a con-
tract by the terms of which plaintiff

purchased from the decedent one half of all the stock, corn hay and wheat on the farm, and one half of certain farming implements; that plaintiff was to cultivate the farm and care for the decedent. And after the household was supplied with provisions the net proceeds of the farm and stock were to be equally divided between the plaintiff and decedent and decedent should pay for a hired girl and a
3rd that all services rendered by plaintiff by himself, wife or hired help as claimed in the complaint have been paid for.

to The Court instructs the jury that ^{the value of} services
7. rendered by the wife ^{and her husband} are recoverable
by the husband, ^{as well as} and of ^{his wife's} ~~her~~ ^{services}
found from the evidence that ~~the~~
Under the instructions of the Court
that the plaintiff is entitled to recover
in this action, he will be
entitled to recover for the services
rendered by his wife in the same
nursing and attention bestowed
upon the decedent as alleged in
the claim, if you find from the
evidence that such services were
so rendered by his wife

8 If you find from the evidence that
decedent requested Claimant and
his wife not to leave her but to
stay with her and care for her
If you further find ^{from the evidence} that decedent
at such time stated to Claimant
and his wife that they should be
well paid for their trouble, and if
you further find ^{from the evidence} that in compli-
ance with said request
Claimant and his wife did stay
with decedent and did take
care of her as set out in the claim
herein, then I instruct you
that Claimant is entitled to
recover what such services as
you may find ^{from the evidence} were rendered
by Claimant his wife and his
third help, were reasonably
worth as shown by the evidence

Q In so determining whether or not
the plaintiff has any Claims against
the Estate of Nancy Talbot deceased
or, if you find ^{from the evidence} that he had at
any time a claim as set out in
his Statement, in determining
whether or not such claim was
paid by the decedent during her
life time as claimed by the de-
fense, you have a right to consid-
er the conduct of the claimant
since the death of Nancy Talbot
~~with reference~~ with reference to the Settlement
of her Estate. You have the right to consider
the fact, if it has been shown by a preponder-
ance of the evidence, that when plaintiff was
asked to state what indebtedness existed which would be
Claims against her Estate, he mentioned certain
items of indebtedness, all of which were found
to exist, but that he failed to mention that he had any
claim against such Estate in his own favor such
as is set out in the Statement of his

Claim, and you have a
right to consider any action
or conduct on his part in-
consistent with his right to
enforce the claim sued upon
in this action. If you find from
the evidence any such inconsis-
tent action or conduct on his
part occurred

10 In determining whether the services ^{mentioned} ~~mentioned~~ in the Claim herein were rendered with the expectation of being compensated therefor, it is proper for you to take into consideration the nature of the services ^{if any were rendered} rendered, the condition of decedent when they were rendered, whether the same were necessary or not any statements made by the decedent as to paying for the same, or as to the Claimant - and his wife being well paid for same, or that Claimant could file a Claim for the same, should be allowed if any such statements were made, together with all the other facts and circumstances arising in the case as naturally throw light on the transaction.

11

to pay for services rendered
 A contract, is express when it
 consists of words spoken or written
 expressing an actual agreement ^(rendering)
 of the parties. A contract ^{to pay for services} is implied
 when it is evidenced by acts ~~or~~
 conduct ~~manifesting~~ an intention
~~of an agreement~~ or circumstances
 justifying the inference that ~~the~~ the
 party rendering the service exped-
 ed to be paid, and that the
 party for whom the service were
 rendered supposed or had reason to
 and ought to have supposed
 that he so expected, and still
 allowed him to go on with the
 service without doing any
 thing to disabuse him of this ex-
 pectation. If in this case you be
 guided by a fair preponderance of the
 evidence, that plaintiff and his wife
 rendered the service set out in his
 statement of claim, under a

Contract - either express or implied
that he should be compensated and
therefore, ~~then I instruct - you~~ and
that the same has never been paid, then
I instruct ^{that} that although you should
find that at a date subsequent
to the death of the decedent, the claim-
ant herein agreed ~~to agree~~ with the
heirs of Nancy Talbott, the decedent,
to have the same divided among the
heirs of Nancy Talbott, according to
the terms of the will of the decedent, and
they entered upon the work of dividing
the same but before the same was consum-
mated the ~~agreement~~ ^{modification} ^{device} to fill through and
never has been consummated, and that said
estate or the heirs thereof paid claim-
ant nothing for his claim (if he
has one) or to surrender the same or to
enter into said agreement to divide
then I instruct you that such conduct
on the part of the claimant would not

of itself

prevent him from recovering
in this action, but should be

~~considered as a circumstance &
in connection with the other evidence
in the case in determining~~

12 You are the exclusive judges of
the credibility of the witnesses
and the weight to which their
testimony is entitled. In passing
upon these questions you
~~may~~^{should} take into consideration the
interest the witness has in the
suit, if any; the bias and
prejudice of the witness, if
any is shown, the opportunity
of the witness had of knowing or
collecting the facts about
which he has testified; the
fact whether ~~or not~~ the wit-
ness has been corroborated or
contradicted by other witnes-
ses who have testified in this
case. In case there is any
apparent contradiction in the
testimony of the different witnesses
who have testified in this case,
it is your duty to attempt

to harmonize such apparent contradictions so as to give full weight and credit to all the witnesses; but if you cannot so reconcile such apparent contradictions, if any, so as to believe all the witnesses, then you must determine for yourselves what witnesses you will not believe.

If you find for the plaintiff the form of your verdict will be

Let the jury find for the plaintiff and assess his damages at \$ — naming the amount.

If you find for the defendant the form of your verdict will be.

We then payed from
the defendant.

Edgar A Brown
Special Judge

No. 1564

Harrison
vs.

Est. of Talbott
—

Instructions of
the Court.

FILED

SEP 13 1899

Wm. C. Master

CLERK OF THE COURT

State of Indiana, Hendricks County SS.

In the Circuit Court. Sept. Term 1899.

Francis M. Harrison

vs.

The Estate of Nancy Talbott. Deceased.

from the

The defendant moves the Court to strike ^{the} deposition of Charles E. Hinaman, filed by the plaintiff, the following questions and answers.

Question numbered (12) and the answer thereto, for the reason that said question and answer is irrelevant, incompetent and immaterial and does not tend to prove any issue in this case.

Question numbered (13) and the answer thereto for the reason that the witness does not show any acquaintance with the value of such services in the locality in which the services claimed for were rendered, and the witness has not shown his competency to answer the question.

Question numbered (15) for the reason that said question calls for a conclusion of the witness, and not for the statement of a fact, and for the further reason that the question is irrelevant, incompetent and immaterial, and does not tend to prove any issue in the case.

Questions numbered 16 and 17. for the reason that said questions call for a conclusion and not for the statement of a fact, and for the further reason that said questions and answers are irrelevant, incompetent and immaterial and do not tend to prove any issue in this case.

Question numbered 18. for the reason that it includes services rendered by witness and his wife.

Question numbered 19. for the reason that the same is irrelevant, incompetent and immaterial, and does not tend to prove any issue in this case. And for the ~~reason~~ ^{reason} that plaintiff cannot prove extent

or value of his services or services of his wife by showing
physical condition, while rendering the services.

Hogate & Clark.

Gally & Pennington and P. T. Hollowell.

Attys for Deft.

No. 1564

Francis W. Harrison
vs.
The Estate of Nancy Dalton

Motion to Strike out
Certain Parts of Examination
of ~~Exhibits~~
~~of Francis W. Harrison~~

FILED

SEP 7 1899

Wm. C. Master

CLERK HENDRICKS C. C.

H. C. & D. P. D. N.
attorneys for Dept.

State of Indiana, Hendricks County S S.
In the Circuit Court. Sept. Term 1899.

Francis M. Harrison

vs

The Estate of Nancy Talbot. Deceased.

The defendant moves the Court to strike out of the deposition or examination of the plaintiff Francis M. Harrison, filed in this cause by the defendant, the following questions and the answers thereto, and being a part on the cross examination of the plaintiff to-wit.

Questions numbered ~~B. 516. - 517. 518. 519. 520. 521. 530. 531. 532. 533. 535. 536. 537. 538. 540. 541. 542. 543. 544. 545. 546. 547. 558 and 559.~~ 516. 517. 518. 519. 520. 521. 530. 531. 532. 533. 535. 536. 537. 538. 540. 541. 542. 543. 544. 545. 546. 547. 558 and 559. for the reason that said questions and answers are not cross examination of any matter on which the plaintiff was examined in chief, and for the further reason that said questions and answers, are irrelevant, incompetent and immaterial and do not tend to prove any issue in the case.

Questions numbered 554. 555. and 563, and the answers thereto, for the reason that said questions ask for a conclusion of the witness and not for the statement of a fact.

And question numbered 562. for the reason that said question is leading.

Hogate & Clark,

Gully & Pennington & R. T. Hollowell.

Atty's for Defendant

No 1564

Francis M. Harrison
vs
The Estate of Nancy Talbot

Motion to strike out
parts of Examination of
Francis M. Harrison

FILED

SEP 7 1889

Wm. C. Masten

CLERK HENDRICKS

H. C. & G. P. & N
attys for Def.

State of Indiana, Hendricks County ss:
In the Circuit Court, September Term 1899

Fraunce M. Harrison

vs.

The Estate of Chauncy Talbot. Deceased.

The defendant moves the Court to strike from the deposition of Maria Hinaman, the following questions on cross examination and the answers thereto, to-wit:

Questions numbered, 19, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, & 40 for the reason that said questions and answers are incompetent, irrelevant, and immaterial and do not tend to prove any issue in this cause.

Question no. 1 For the reason that said question calls for a conclusion of the witness

Question no. 21. For the reason that the witness has not shown herself qualified to testify as to value of services inquired about.

Ho-gate & Clark,

Gulley Perumington &

R. T. Hollowell

attys for Deft

No. 1564
Frances M. Harrison
vs.
Est. Navy Salbath Secs

Motion to State certain
questions from Dep of
Aria Huniawan

FILED

SEP 7 1899

Wm C. Masten

CLERK HENDRICKS

Francis M. Harrison
vs.
The Estate of Nancy Talbot ~~Dr.~~
Deceased.

For services rendered
Decedent by himself, wife
and hired ~~help~~ In care, nursing
washing, sewing, mending,
Cooking, feeding, and waiting
upon decedent during her
last sickness from August 20th
1895 to August 4th 1898. Being
1076 Days at \$5.00 per day

\$ 5380.00

~~For services rendered said Estate
since August 4th 1898, for washing,
feeding decedent's stock, assistance
at public sale, and in the
general management of decedent's
property to October 12th 1898~~

~~75.00~~

Total

~~\$ 5455.00~~

5380.00

The State of Indiana, Hendricks County, ss:

Personally appeared before the undersigned, ~~Notary Public~~
for the County of Hendricks aforesaid, ~~Clark of the Circuit Court, within and~~

~~Francis M. Harrison~~

who, upon his oath says, the ~~Account~~ hereunto attached, is just and
true; that the claim, after deducting all credits, set-offs, and deductions to which the
Estate is entitled, is justly due and wholly unpaid.

Francis M. Harrison

Subscribed and sworn to before me, this 13th day of January 1899

Eustace H. Hornum Clerk.

Notary Public.

No. 1560
1564

CLAIM FILE.

No.

Francis McHarrison
VS.

THE ESTATE OF

Nancy Salbott.

Claim \$5455.00

G. E. D. 3 Page 142

Filed January 13th 1899
Will C. Masten Clerk.

WM. G. BURFORD, PRINTER, INDIANAPOLIS

Price & Agency
1899

11 A contract to pay for services rendered is express when it consists of words spoken or written expressing an actual agreement of the parties; A contract to so pay services rendered is implied when it is evidenced by acts, conduct or circumstances justifying the inference that the party rendering the services expected to be paid, and that the party for whom the services were rendered suppose or had reason to and ought to have supposed that he so expected and still allowed him to go on with the services without doing anything to disabuse him of this expectation.

Postum et

11

Harrison

vs

Est Tolbert

Francis M. Harrison

vs.

Estate of Nancy Talbott, deceased.

The defendant now, before the argument to the jury commences, requests the court to instruct the jury in writing on the issues of this cause, and to give to the jury, among other instructions, the following:-

*Hogate & Clark,
Gully & Pennington
R. T. Hollowell*

Attorneys for Defendant.

1st. The plaintiff presents this case on the theory that from August 20th. 1895 to March 8th. 1897 he rendered service to the decedent, by himself, wife and hired help in caring, nursing, washing, mending, cooking, feeding and waiting upon decedent, without any contract as to the compensation he should receive for such service; but that from March 8th. 1897 until her death, August 4th. 1898 there was an express contract by which he purchased of the decedent one half of the stock on the place, and was to farm the place, and after the household was supplied the plaintiff and decedent should share the net proceeds of the farm and stock equally between them, but that no contract was made as to the care or nursing that should be bestowed on the decedent.

The theory of the defense is (1st) that from August 20th. 1895 to March 8th. 1897 the plaintiff and wife and decedent lived together at decedent's home as one family, as they had so lived before August 20th. 1895; that plaintiff's wife was the grand-daughter of decedent, and had lived as a member of decedent's family from infancy, -- the decedent raising her, maintaining her, ^{and} clothing her ~~and~~ ~~educating~~ her as she would her own child; that ~~decedent~~ plaintiff lived

2

with decedent for ^{years} ~~months~~ before his marriage, and knew the family relations, and that after the marriage there was no change in the domestic relations; that from August 20th. 1895 to March 8th. 1897 plaintiff farmed the 160 acres of land of decedent and got one half of what he raised on the farm of wheat, corn and hay, and he and his wife and decedent had their living out of the farm, and that there was no contract between the parties, nor expectation on the part of the plaintiff that decedent should pay him for any service rendered for her for nursing, washing, sewing, mending, cooking, feeding and waiting on her. (2nd.) That sometime on or about the 8th. day of March 1897 the plaintiff and decedent entered into a contract by the terms of which plaintiff purchased from the decedent one half of all the stock, corn, hay and wheat on the farm, and one half of certain farming implements; that plaintiff was to cultivate the farm and care for decedent, and after the household was supplied with provisions the net proceeds of the farm and stock were to be equally divided between the plaintiff and decedent, and decedent should pay for the services of a hired girl, and (3rd) that all services rendered by plaintiff by himself, wife or hired help, as claimed in the complaint have been paid for.

2nd. If persons live together as one family, living off of the common subsistence, and performing labor by which the common subsistence is accumulated and the livelihood earned; caring for each other in sickness and in health as members of a family usually care for each other, then the law does not raise an implication that such persons rendering the services are to be compensated. If, therefore, you find from a preponderance of the evidence in this case that the plaintiff had lived in decedent's family for ^{years} ~~months~~ before his marriage in August 1895, and that his wife had continually made the decedent's house her home from infancy up to the time of her marriage, and performed the ordinary duties of house keeping, and caring for decedent, and was kept and maintained by decedent all her life up to the time of her marriage, and that after the marriage she and her husband, the plaintiff, continued to live in the home of decedent and with decedent, and after the marriage they lived just as they did before, and the domestic arrangements were not changed, then I charge you that the law will not raise an obligation on the part of the decedent to pay the plaintiff for any services rendered by his wife in caring for decedent in sickness, or for washing for her, sewing, mending or feeding her.

3. If you find from a preponderance of the evidence that plaintiff and wife lived in the house of decedent and with her, and they all lived as members of one family, and the plaintiff farmed the 160 acres of land of the decedent, and received one half of the grain and hay raised on the place, and the common table was supplied from the products of the farm, and from the proceeds of the product of the farm, and the plaintiff and wife and hired help cared for the decedent in her sickness, did her washing, mending, sewing, cooking and fed her without a contract with the plaintiff to pay him for such service, and without expectation on his part to receive pay for such service, then I instruct you that plaintiff can not recover any compensation for services rendered decedent in sickness from August 20th. 1895 to March 8th. 1897.

4. If a person renders service to another, either by himself, or wife or hired servants, and at the time of rendering such service there is no contract to pay for such service, and no expectation of receiving pay for the service, then after the service is rendered the person rendering the service can not alter his mind and claim pay for the service so rendered.

And so in this case, if you find from a preponderance of the evidence that at the time the plaintiff and his wife and servants rendered service for the decedent, if they did render her service, there was no contract between them that decedent should pay for the service rendered, and no expectation on the part of the plaintiff that he should receive pay for the service, then I instruct you that after the services were rendered the plaintiff can not alter his mind and claim compensation for the service.

- (U) 5. If you find from a fair preponderance of the evidence that sometime about March 8th.1897 the plaintiff and decedent entered into a contract by the terms of which the plaintiff purchased from the decedent one half of her stock, grain, hay and certain farming implements, and should cultivate the farm and care for decedent, -- nurse her, wash for her, do her sewing, mending, cooking, feeding her and waiting on her; -- the decedent to pay for a hired girl, and the plaintiff to get one half of the proceeds of farm and stock, then I instruct you if the deceased did pay for a hired girl, and the plaintiff cultivated the farm, and got one half of the net proceeds, that the plaintiff can not recover in this action from March 8th.1897 to August 4th.1898, the last date mentioned in plaintiff's claim for services rendered decedent in her lifetime.

Given as mother

6th. If you believe from a fair preponderance of the evidence in this case that on or about March 8th. 1897 the plaintiff and decedent entered into a contract, and the plaintiff bought of decedent one half of her hay, grain, and certain of her stock and farming implements and paid her in cash \$240.00 or more, and that at that time nothing was said by and between the plaintiff and the decedent as to any compensation he should receive for services rendered by himself, wife and hired help, before that time, for nursing and care of decedent as claimed in the complaint, and that the plaintiff after that did care for decedent by himself, wife and hired help in her sickness, and did not at anytime demand pay for services performed in nursing and caring for decedent before March 8th. 1897, then you will be justified in inferring that all matters were adjusted by and between the plaintiff and defendant for all services rendered her for sickness prior to

March 8th. 1897. *unless you further find from the evidence that plaintiff was not to get any thing for his services ^(to be compensated) until after her death.*

Gully & Pennington
R. T. Halliwell
Hogate & Clark
 Attorneys for Defendant.

No. 1564

Francis M. Harrison
vs.

Est. Nancy Talbott
—

Instructions asked by
Defendant

FILED

SEP 13 1899

Wm. C. Martin

State of Indiana, Hendricks County, SS.

In the Circuit Court, Sept, Term 1899.

Francis M. Harrison.

vs

The Estate of Nancy Talbot Deceased.

The defendant in the above entitled cause, moves the Court to strick from the deposition of James F. Lewis, filed by the plaintiff in said cause, the following questions thereto, to-wit.

Question numbered 33. and the answer thereto for the reason that said question is leading. Questions numbered 64 and 123. and the answers thereto, for the reason that said questions ask for a conclusion of the witness, and not for the statment of a fact.

Questions numbered 63. (65) (66) (67) (68) (69) 70. 71. (72) (73) (74) 75. (76) 78. 79. 80. (81) (82) (83) (84) 87. 88. 89. 90. 91. 92. 93. 94. 104. (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) (181) (182) (183) (184) (185) (186) (187) (188) (189) (190) (191) (192) (193) (194) (195) (196) (197) (198) (199) (200) (201) (202) (203) (204) (205) (206) (207) (208) (209) (210) and the answers thereto for the reason that said questions and answers, are incompetent, irrelevant and immaterial, and do not tend to prove any fact in issue in this cause.

Questions numbered 126. (127) (128) 130. 131. 147. 148. 149. 150. and the answers thereto, for the reason that said questions and each of them ask for a conclusion of the witness, and not for the statment of a fact, and for the further reason that said questions and each of them and the answers thereto are irrelevant, incompetent, and immaterial and do not tend to prove any fact in issue in this cause.

Hogate & Clark.

Gully & Pennington & R. T. Hollowell

Atty's for Deft.

No 1564
Francis M. Harrison
vs.
Est. Nancy Valbath.

Motion to Strike question
out of Dep of James
Sims

FILED

SEP 7 1899

Wm. C. Masten

CLERK OF THE COURT

H & C. Good & R. H.
attys for Dep.

Francis M. Harrison

vs.

Estate of Nancy Talbott, deceased.

The defendant requests the court to instruct the jury, that in the event the jury finds a general verdict, to answer the following interrogatories:-

Gulley & Pennington
R. T. Hallawell
Hogate Blank

Attorneys for Defendant.

1st. Did the plaintiff and wife live with the decedent from August 20th. 1895 to March 8th. 1897?

Yes

Answer.-----

David Huelley

Foreman.

2nd. Did they live in the house of decedent as one family?

Answer.-----

Yes

David Huelley

Foreman.

3rd. Was the household kept up and the necessaries for the household supplied with the proceeds from the farm of decedent?

Answer.-----

Yes

David Huelley

Foreman.

4th. Was there any contract between the plaintiff and decedent that decedent should pay the plaintiff for caring for her between the dates mentioned in Interrogatory No. 1?

Answer. No

David Halley

Foreman.

5. Was there an express contract made between the plaintiff and decedent that plaintiff and wife should care for decedent from March 3th. 1897?

Answer. No

David Halley

Foreman.

6th. Was this the contract:- That plaintiff purchased of decedent one half of the stock on the farm, and was to attend to the farm of decedent, and after the living came out the plaintiff and decedent should share the net proceeds of stock and farm equally; that plaintiff should care for decedent and decedent should employ a hired girl and pay her?

Answer. No

David Halley

Foreman.

7th. Did decedent die August 6th. 1898?

Answer. Yes

David Halley

Foreman.

8th. How long before her death did her last sickness commence?

Answer. March 8th 1897

David Halley

Foreman.

9th. How much was it worth to care for debedent in her last sickness?

Answer.

\$1000

David Hadley

Foreman.

No. 1564

Francis M. Harrison
vs.
Est. Nancy Talbott.
— 11 —

Int. to jury propounded
by Defendant

FILED

SEP 24 1898

Wm. A. Mason

Francis M Harrison

vs

The Estate of Nancy Talbot.

That the Jury
find for the Plaintiff and assess
his Damages at \$1000

David Hadley
Foreman.

FILED

SEP 14 1899

W. L. C. Master

U. S. DEPARTMENT OF JUSTICE

Francis M. Harrison &

(Oct 2nd, 1890)

vs
The Estate of Nancy Talbot Deceased.

Now again comes the parties by Counsel and the Court being sufficiently informed and advised in the premises now sustains the plaintiffs motion for judgment in his favor upon the General verdict and answers to interrogatories heretofore returned in this cause.

It is therefore considered adjudged and decreed by the Court that the plaintiff recover of the defendant the sum of One Thousand Dollars his damages assessed in this cause together with his costs herein laid out and expended. and the administrator of said Estate is ordered to pay said judgment out of the assets of said Estate.

156d

Harrison

or

Estab. Factory

Entry

Oct 2nd 97

NANCY TALBOTT

ESTATE

1899

HENDRICKS COUNTY, INDIANA