NO. 8569. Equity.

plaintiff, Annie Marie Dell Hedges. Her claim is for $2190.00 "for services and work and labor done and performed at the request" of the decedent by the claimant "for six years prior to the date of April 22d, 1910 at $365.00 per year." The date mentioned as the termination of the period of service is that of the death of the testatrix. The objection to this claim is made by Henry J. Buch, who by his answer denies that any such indebtedness ever existed and relies upon the Statute of Limitations. As originally filed the Bill did not include as parties legatees in remainder, and the testimony now before the bench was taken prior to the amendment by which they were made parties defendant. It has been agreed, however, that the testimony so taken should be used to the same extent as if offered in due course after the new parties had been summoned or notified by publication. At the hearing of the bench to reopen the case in order that counsel for the objecting defendant might have an opportunity to cross-examine the witnesses who testified on behalf of the principal plaintiff, and to permit testimony to be taken in opposition to the claim in dispute it was stated, however, by the counsel that they did not avail themselves of this offer.

The testimony, after substantiating the claims other than the one controverted, shows in effect that after the death in 1901 of Henry G. Dell, the husband of the testatrix, the plaintiff, Mrs. Hedges who was the only child of Mr. Dell, who had been married and living away from the parental home for some years went to live with her mother, at the request of the latter, with the express understanding that the daughter was to be compensated for the care and attention which her mother might require at her hands. It was conclusively proven by the testimony of Dr. Thomas S. Johnson, Dr. William Merideth Smith, Mrs. Alice V. Bartgis, Mrs. Mary Worden and Samuel H. Hedges, husband of the claimant, that the testatrix was an invalid, suffering with chronic heart trouble, and required a great deal of nursing and other attention, and that this was rendered with fidelity by the daughter. It was shown also that she performed other services, these were independent of the board and lodging of the mother, which were furnished, under a separate understanding in consideration of the rent of the house. The testimony was entirely uncontradicted and it is not necessary to discuss it in detail, but it shows clearly that the services for the claim in question was made, were actually performed upon the express understanding mentioned. Drs. Johnson and Smith, who attended Mrs. Dell for a number years, testified