

18 ✓

H. M. Hamill Dead.
--> WILL <--

Probated Feb 3 1915

Minute Book 17 page 385-9

Recorded in Will Book 38 page 505

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

DAVIDSON COUNTY COURT, *Feby* TERM, 19*15*

Personally appeared before me,

Clerk of the County Court of said County,

Romans Harley, Deputy
D. M. Smith
and G. W. Cain

one of

the subscribed witnesses

to the will of

H. M. Hamill

deceased,

dated

Oct 9, 1907

who, being first duly qualified according to law, did depose and say that

al w *as*

present,

saw and heard the testa

tor *H. M. Hamill*

, sign, publish and declare

the same to be

his

last will and testament,

and further that

he

was, at the time of signing the same, of sound mind and disposing memory, and

further that

al

signed as such witness

at

the request of the testa

tor

, and in *his*

presence, and in the presence of ~~each other~~.

the other witness Mr. G. W. Cain is now

living in the State of Washington

D. M. Smith

Subscribed and sworn to before me, this the

3

day of

Feby

19*15*

Romans Harley
Dep

Clerk.



STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

DAVIDSON COUNTY COURT, *Feb* TERM, 19*15*

Personally appeared before me, *Romans Sharley Deputy*
Clerk of the County Court of said County, *David M Smith*
and *Ernest E French*

the subscribed witnesses to a codicil
to the will of *H. M. Hamill* deceased,
dated *October 30, 1911*

who, being first duly qualified according to law, did depose and say that *we were* present,
saw and heard the testator, *H. M. Hamill*, sign, publish and declare
the same to be *a codicil to his* last will and testament,
and further that *he* was, at the time of signing the same, of sound mind and disposing memory, and
further that *we* signed as such witnesses at the request of the testator, and in *his*
presence, and in the presence of each other.

David M. Smith
Ernest E French

Subscribed and sworn to before me, this the *3* day of *Feb* 19*15*

Romans Sharley
Clerk.



1301. E. Lakeshore Drive
Coeur D. Alene
Idaho

March 27-44

Mrs Lottie B Hatfield:

106. Court House

Nashville (3) Tenn

Dear Mrs Hatfield

Thank you for copy
of will and notation paid
Frank Hamill.

This notation shows
ten thousand dollars paid to
him. The will calls for $\frac{1}{3}$
as much as Mrs ~~Hatfield~~ receives.
The question is; does the will
show at the time it was probated
just how much money there

was. and did Frank Hamill receive $\frac{1}{3}$ -

The problem I am up against is This:
Mrs Hamill married Dr Rider 1916. Dr Rider
died Dec 6-1943. Mrs Rider destroyed her
will and died March 5-1944 with out a
living soul of blood kin to her. Frank
Hamill died in 1934. leaving three children
'Howard' Mrs Rider had made her will in
his favor. He was killed in action May
24th 1943. Complicated isn't it? but before I
go into an expensive legal tie-up I would
so appreciate any advise you would give
me as to any loop-hole my children (Two)
would have in regaining this money or any
part of it. As it stands now the State of
Calif gets it all. We need it.

I have been lead to believe that There
was some "come back" but we always knew
she would will it to the children so let
matters stay as they were.

1301. E. Lakeshore Drive
Coeur D. Alene
Idaho

March 27-44

Mrs Lotie B Hatfield:

106. Court House

Nashville (3) Tenn

Dear Mrs Hatfield

Thank you for copy
of will and notation paid
Frank Hamill.

This notation shows
ten thousand dollars paid to
him. The will calls for $\frac{1}{3}$
as much as Mrs ~~Hamill~~ receive.
The question is; does the will
show at the time it was probated
just how much money there

You have the papers there and you know the laws of
Irr. want you please to kind enough to advise
me to "go a head and get an atty," or to "drop
it". Asking a lot of a stranger St. Howard was killed
I have no one to turn to for advise -

Thank you a lot + I apologise for
being so 'unusual'.

Sincerely

Hattie Hamill.

Mrs J. S. Hamill / widow

Mailed copies Apr. 6, 1944

DAVIDSON COUNTY

NASHVILLE 3, TENNESSEE

JNO. B. COBB
COUNTY COURT CLERK



Air Mail

~~Postage Due 2 Cents~~

Mrs. Lottie M. Hatfield
106 Court House
Nashville (3) Tenn

Ind. for Air

Book Royalties

Due O. M. Hamill as Author
& Owner of Copyright.
October 9, 1907

Attached to my Will as made October 9, 1907

League of Honor Teacher Training Course

2 books. Published by W. B. Jacobs,
Hartford Bldg. Chicago since 1890, on
agreed contract to pay me on Jan 1 and
July 1 each year one half net profit,
after taking 20% from gross sales
for handling, advertising & all other
expense & cost of printing & publication.

The Sunday-School Teacher.

Published by Southern Methodist Pub.
House, Nashville, Tenn., on agreement
that its agents shall pay to
me 3 cents on each copy sold
to other purchasers than members
of my own Church or its Sunday School
the sums to be paid on Jan 1st each year

2

Outline Study of Four Gospels & Life of Christ

Published by Uniona Pub. Co. Chicago,
an agreement to pay me on Jan 1 of
each year a royalty on gross
sales of ten per cent during the
year.

The Bible and its Books

Published by my Pub. House, under
same agreement as The S.S. Teacher,

Sunday-School Teacher Training

Published by S.S. Times, on agreement
to pay me ten per cent on all
sales, the same to be paid each
year. I do not here & now
recall the agreed date of
payment of royalty.

= Methodist Drills, also Missionary Drills, and Bible Drills

Published in booklet form by
my Pub House at Nashville,
under the conditions governing
"The S. S. Teacher" etc. I have
not received royalty from there,
as sales are made only within
Church as a rule. But I own
the copyrights, and should receive
royalty on any sales outside my
Church.
The Old South.

Printed by my House, on condition
that royalty of ten per cent
be paid me on Jan 1 of
each year in gross sales.

The Presbyterian S.S. Graded
Supplemental Drills.

2 Booklets, taken by my contract
 from the "Bible & its Books" &
 printed by Southern Presby. S.S.
 Pub. Society or Committee at
 Richmond Va on agreement
 to pay me ten per cent
 Jan 1 of each year on
 gross sales.

*The Original of the Will of
H. M. Hamill, made October 9, 1907*

I, H. M. Hamill, in sound mind and health, make this as my last will, cancelling by it any previous will now in the hands of my nephew, E. N. Hamill.

1. I appoint my wife, if she survives me, and my nephew, E. N. Hamill, as administrators of my estate. If either or both should die before me, let the proper court authorities appoint instead.

2. I leave to my wife all household furniture and two thirds of all cash and other property in my possession at death, together with the insurance which I carry already assigned to her. If she should choose to take the home in which we are living at the time of my death as her home instead of selling it, let it be charged to her part of the estate and deducted therefrom. I give to her my books, royalties and other things of personal property except that I wish my boy Frank to choose any books or any of my jewelry including watch, scarf pins, rings, etc., that he may elect.

3. I give to my boy Frank, if he should survive me, one third of all property except the household furniture and such other things as I have already devised above to my wife. I also give to him the five hundred dollars (\$500.00) already assigned to him in my life insurance policy, and in addition to this the five hundred dollars (\$500.00) assigned to my deceased son, Henry Barnes Hamill, in the same policy. My wish and will is, with reference to my son Frank, that whatever comes to him under this will may be held in trust by the two administrators, my wife and nephew, or whoever may be in their stead, and given to him in such manner and at such times as in their judgment they deem best. I doubt the wisdom of putting several thousands of dollars into his hands at once. Though I greatly love him, he has not

learned as he ought the value of money, and I hereby charge my administrators to do whatever is best for his interest here and hereafter in the giving out of any or all of this money to him.

4. Within a year after my death, if I have any real estate or property other than cash at my death not so far devised in this will, let it be sold to best advantage and the proceeds divided in the ratio of two thirds to my wife and one third to my son Frank.

5. I charge my wife to look carefully after the royalties on my books which I have above willed to her. Let her see that these royalties are paid. I will put with this will a list of these royalties attached to it as a guide to her.

6. I give the valuable Wesley book to the Theological Department of Vanderbilt University after my death, provided the right of the Church in that University shall be fully confirmed by the ~~next~~ General Conference, ^{and} the courts, ~~and~~. If it be not so confirmed, I hereby give the book to Emory College, Oxford, Georgia.

7. I give the little ^{little} Shorter Catechism which Stonewall Jackson gave to Uncle Jeff Shields of Lexington, Virginia, to my personal friend, Dr. W. M. ^{already} Anderson, now pastor of First Presbyterian Church, Nashville, assuring him that it is a genuine historical document. ^{I have given this to Dr. Anderson Oct 30, 1911}

Finally, after my funeral expenses have been paid and any debts that I may owe, I hereby direct that one hundred dollars (\$100.00) shall first be given to my nephew, E. N. Hamill, and also one hundred dollars (\$100.00) to my nephew, Chalmers Hamill, and one hundred dollars (\$100.00) each to my four nieces, Bessie Gillespie and Anabelle, Gertrude and Maude Hamill. This comes out of my estate after my debts and funeral expenses and before there is any further partition of my property under this will.

If Bishop Hoss is living, it is my wish that he take charge of my funeral services as my best earthly friend, and that Dr. E. B.

Chappell assist him, my chief in the Sunday School Department.

I leave to my wife all matters affecting myself personally which are not herein stated in this will. She will understand.

If my wife should die before me, I direct that my property, ~~with~~ ^{herein} with such exceptions as are noted ^{and conditions} ~~stated~~ ^{stated} above, go to my boy Frank under such administration as I have ^A ~~stated~~ above, and if he should die before me, whatever is devised to him shall go to my wife.

* As I am writing this will on the eve of a long and uncertain journey to Japan with my wife, I add this special paragraph. If God should take us both from this life, I direct that One thousand dollars (\$1000.00) each shall be given to the following persons: Joseph Tuman and Mrs. Joseph Tuman, my wife's father and mother; also to Mrs. E. J. Hamill, my own mother; also to Mrs. Julia Gillespie, my sister; also to the International Sunday School Association; also to the Hamill School Club, Mexico, Missouri, the above making a total of six thousand dollars (\$6000.00), the same to be paid next after any necessary funeral expenses and debts that I may owe, and after the payment of these above named bequests the balance of my estate is to go to my son Frank in the care of the administrators of my estate to be used for his benefit in such way as their judgment may deem best.*

This will is dated October 9, 1907.

(Signed) H. M. Hamill

WITNESS:

D. M. Smith
M. Cain

Codicil

Dated October 30, 1911

I hereby annul and cancel the concluding Paragraph above as beginning with the words "As I am making this will etc." and closing with the words "as their judgment may deem best" also further marked by the words "Revolled by me this October 30, 1911" milles across the Paragraph. In place thereof, as Codicil to my will I charge my administrators to pay in cash on my death to my sister Mrs. Julia Gillespie of Alabama the sum of One Thousand Dollars (\$1000.00), and also charge them to care for my old mother & my wife's father & mother & ~~the above named persons~~

Witness:
David M. Smith
Ernest E. French

DEPARTMENT OF TRAINING WORK METHODIST EPISCOPAL CHURCH, SOUTH

H. M. HAMILL, SUPT. TRAINING WORK
MR. H. M. HAMILL, PRIMATE ASSISTANT

BIBLE TEACHERS' STUDY CIRCLE

(Revised in accordance with Teacher-Training Standards of International S. S. Association. Church Diplomas issued with International Seal.)

FIRST CIRCLE COURSE

"Legion of Honor Lessons," one volume. Manilla, 25 cts.; cloth, 40 cts.

ADVANCED CIRCLE COURSE

"The Sunday School Teacher," "The Organized Sunday School,"
"The Bible and Its Books," "Manual of Southern Methodism,"
The Sunday School Pupil.

Price per set of five books, cloth, \$1.70, postpaid; single books, 40 cts. each.
Order of Smith & Lamar, Agents, Nashville, Tenn.
Write to Dr. Hamill for "Revised Leaflet" giving full information.



SUNDAY SCHOOL BOARD

REV. E. B. CHAPPELL, D.D., Nashville, Tenn.
Chairman and Sunday School Editor
JOHN R. PEPPER, Memphis, Tenn.
HON. M. L. WALTON, Woodstock, Va.
REV. J. O. WILLSON, D.D., Abbeville, S. C.
G. M. NAPIER, Atlanta, Ga.
H. M. BURGHER, Dallas, Tex.

L. F. BEATY, D.D., Nashville, Tenn.
Assistant Editor

Nashville, Tenn., 191