

Case 44508.

Clinton R. Scott

W111.

I, Clinton R. Scott of Milford, Worcester County, Massachusetts,
make this my last will.

After the payment of my just debts and funeral charges I bequeath and devise as follows:—

First;-- To my wife Ida F. Scott, my homestead estate, now occupied by us and numbered seventeen on Purchase Street in said Milford.

Second;-- To my daughter, Adelaide Hunt Scott, one thousand (\$1000) dollars.

Third;-- To my faithful friend who has been in my employ many years,
George L. Gardner, thirty-five hundred (\$3500) dollars.

Fourth;-- To my friend Walter F. Mann of said Milford, thirty-five (\$3500) hundred dollars.

Fifth;-- To my cousin Malvina F. Gleason of said Milford, five hundred (\$500) dollars.

Sixth;-- To Mary G. Scott of Lexington, five hundred (\$500) dollars.

Seventh;-- To Clifford A. Cooke of said Milford, and Augustus E. Scott of said Lexington, all the residue of my estate real and personal, but in trust nevertheless, to hold and manage, invest, sell and reinvest to pay to the Pine Grove Cemetery of said Milford, the sum required to provide for the perpetual care of my lot in said cemetery.

To pay the net income of all the residue of my estate quarterly, or oftener if it shall be found convenient so to do, to my said wife Ida F. Scott during her life. At the decease of said Ida F. Scott, to pay in their discretion to my daughter Adelaide Hunt Scott a sufficient amount for her comfortable support during her life, and to pay out of said net income for the suitable education of her children, if any, in Protestant schools or colleges, but no part of said income shall be paid to them if they embrace any other religion, or if they affiliate with any other sect than those known as Protestant.

At the decease of my said daughter and after her children, if any,

ceased attendance upon school or college to pay out of the estate with its accumulations in their hands;-

1st:- To said George L. Gardner fifteen thousand (\$15000) dollars.

2nd:-- To said Walter F. Mann fifteen thousand (\$15000) dollars.

3rd;— To said Mary G. Scott, twenty thousand (\$20000) dollars.

4th;— To said Malvina F. Gleason five thousand (\$5000) dollars.

5th;-- To said Universalist Society one thousand (\$1000) dollars, and to divide all the residue of said estate, if any, equally among said George L. Gardner, Walter F. Mann, Mary G. Scott and Malvina F. Gleason.

I nominate said Clifford A. Cooke and Augustus E. Scott to be the executors of this will and I request that they be exempt from furnishing a surety or sureties on their bonds as such executors or as such trustees.

In testimony whereof I hereto set my hand and in the presence of three witnesses declare this to be my last will this eighth day of May A. D. 1907.

Clinton.R. Scott.

On this eighth day of May 1907, Clinton R. Scott of Milford, Massachusetts, signed the foregoing instrument in our presence declaring it to be his last will and as witnesses thereof we three do now at his request, in his presence and in the presence of each other hereto subscribe our names.

Carolyn E. Wood, Dorchester Mass

Mary O. Tuttle, Boston

Abram S Beal

Will allowed as modified by Compromise, Aug. 5, 1909.

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Case 44508.

Clinton R. Scott

Equity.

TO THE HONORABLE JUDGE OF PROBATE IN AND FOR THE
COUNTY OF WORCESTER:

Respectfully represent Clifford A. Cook of Milford, in said County of Worcester, and Augustus E. Scott of Lexington, in our County of Middlesex.

Petitioners,

That they bring this petition against Ida F. Scott, Adelaide Hunt Scott, now by reason of marriage Adelaide Hunt Reynolds, George L. Gardner, Walter F. Mann, Malvina F. Gleason, Clinton Henry Reynolds, a minor child of said Adelaide Hunt Reynolds, and all of said Milford, Mary G. Scott, a minor, of said Lexington, and the Universalist Society, a religious organization located at said Milford,

Respondents,

and allege them to be the only parties besides your petitioners in their capacity as trustees named in the will hereinafter mentioned, interested in the matter of said petition;

And said petitioners further represent that Clinton R. Scott, late of said Milford, died on the fifteenth day of May, 1909, leaving a certain written instrument purporting to be his last will and testament, in which will and testament your petitioners were named executors;

That the same has been offered for probate, and the matter of the allowance thereof as the last will of said Clinton R. Scott is now pending in said Court;

That said Clinton R. Scott, left a widow, said Ida F. Scott, and a daughter, said Adelaide Hunt Reynolds, as his only heir at law and next of kin;

That your petitioners and the said respondents are the only parties interested or claiming to be interested in the estate of said decedent;

That a controversy has arisen between the persons claiming as devisees and legatees under said instrument, and the persons entitled to said estate under the statutes regulating the descent and distribution of intestate estates;

That in order to terminate said controversy, an agreement of compromise has been entered into, to which agreement the persons named as executors in said will, both in their capacity as said executors and in their capacity as trustees therein named, the persons claiming the estate as devisees and legatees thereunder, and the persons claiming the estate as intestate, are parties;

That said agreement of compromise is as follows:-

Whereas, said Clinton R. Scott, late of said Milford, has deceased leaving a certain written instrument dated May 8th, 1907, and purporting to be his last will and testament, which instrument is now on file in the Registry of Probate for said County of Worcester; and

Whereas, a controversy has arisen concerning said instrument and the distribution of the estate of said deceased, between the persons who claim as devisees or legatees under said instrument and the persons entitled to the estate of said deceased under the statutes regulating the descent and

distribution of intestate estates;

Now therefore, we, Clifford A. Cook and Augustus E. Scott, the persons named as executors and trustees in said will, and we, Ida F. Scott, Adelaide Hunt Reynolds, formerly Adelaide Hunt Scott, George L. Gardner, Walter F. Mann, Malvina F. Gleason, Clinton Henry Reynolds, Mary G. Scott and the Universalist Society of Milford, Massachusetts, the same being the only parties now in being claiming the estate of said deceased as intestate or as devisees or legatees or as trustees, and being all and the only parties whose interests would be affected thereby, in consideration of one dollar and other valuable considerations paid by each of us to the others, the receipt whereof is hereby acknowledged, do hereby become parties to this agreement and compromise as hereinafter set forth, and we and each of us hereby agree that the aforesaid controversy shall be adjusted on the terms of said compromise agreement.

First. It is agreed that the estate of said Clinton R. Scott shall vest in and be taken by the trustees and other parties named in said will and be held, paid out and distributed by the said trustees named therein, the same as it would if the second paragraph in the seventh clause of said will, which paragraph begins with the words, "To pay the net income of", and ends with the words, "known as Protestant", read as follows, namely: "To pay and expend in their discretion such sum or sums as may seem to them necessary and wise for the education of the child or children of my daughter, Adelaide Hunt Scott, if any, in Protestant schools or colleges, but in no case are any such expenditures to be made for any child that shall have embraced any other religion or affiliated with any other sect than those known as Protestant. If such expenditure or expenditures be required before the death of my wife, Ida F. Scott, the same shall be made from the principal of my estate, but not to an amount exceeding five thousand (5,000) dollars. If such expenditure or expenditures be required at any time after the death of said Ida F. Scott, the same may, in their discretion, be taken in whole or in part from the principal of my estate, but not to an amount such that the entire amount taken from the principal for said purpose, both before and after the death of said Ida F. Scott, shall exceed five thousand (5,000) dollars, or the same may be taken in whole or in part from the income thereof to such amount as they deem wise.

Said trustees shall pay the net income of all the residue of my estate quarterly, or oftener if it shall be found convenient so to do, to my said wife, Ida F. Scott, during her life, and at the decease of said Ida F. Scott, my said trustees shall pay to my daughter, Adelaide Hunt Scott, the net in-

come of said estate after any expenditures hereinbefore permitted may have been made for the education of any of her children, said payments to my said daughter to be made at such intervals as may be found to them convenient in the proper handling of my estate."

Second. That said instrument purporting to be the last will of said Clinton R. Scott, except as above modified, shall stand in all respects unaffected and unimpaired, and shall be admitted to probate as the last will and testament of said Clinton R. Scott, and shall be interpreted, construed, executed and enforced as if it read as follows, to wit:-

"I, Clinton R. Scott of Milford, Worcester County, Massachusetts, make this my last will.

After the payment of my just debts and funeral charges I bequeath and devise as follows:-

- First:-- To my wife Ida F. Scott, my homestead estate, now occupied by us and numbered seventeen on Purchase Street in said Milford.
- Second:-- To my daughter, Adelaide Hunt Scott, one thousand (\$1000) dollars.
- Third:-- To my faithful friend who has been in my employ many years, George L. Gardner, thirty-five hundred (\$3500) dollars.
- Fourth:-- To my friend Walter F. Mann of said Milford, thirty-five (\$3500) hundred dollars,
- Fifth:-- To my cousin Malvina F. Gleason of said Milford, five hundred (\$500) dollars.
- Sixth:-- To Mary G. Scott of Lexington, five hundred (\$500) dollars.
- Seventh:-- To Clifford A. Cooke of said Milford, and Augustus E. Scott of said Lexington, all the residue of my estate real and personal, but in trust nevertheless, to hold and manage, invest, sell and reinvest to pay to the Pine Grove Cemetery of said Milford, the sum required to provide for the perpetual care of my lot in said Cemetery.
- To pay and expend in their discretion such sum or sums as may seem to them necessary and wise for the education of the child or children of my daughter, Adelaide Hunt Scott, if any, in Protestant schools or colleges, but in no case are any such expenditures to be made for any child that shall have embraced any other religion or affiliated with any other sect than those known as Protestant. If such expenditure or expenditures be required before the death of my wife, Ida F. Scott, the same shall be made from the principal of my estate, but not to an amount exceeding five thousand (5,000) dollars. If such expenditure or expenditures be required at any time after the death of said Ida F. Scott, the same may, in their discretion, be taken in whole or in part from the principal of my estate, but not to an amount such that the entire amount taken from the principal

for said purpose, both before and after the death of said Ida F. Scott, shall exceed said five thousand (5,000) dollars, or the same may be taken in whole or in part from the income thereof to such amount as they deem wise.

Said trustees shall pay the net income of all the residue of my estate quarterly, or oftener if it shall be found convenient so to do, to my said wife, Ida F. Scott, during her life, and at the decease of said Ida F. Scott, my said trustees shall pay to my daughter, Adelaide Hunt Scott the net income of said estate after any expenditures hereinbefore permitted may have been made for the education of any of her children, said payments to my said daughter to be made at such intervals as may be found to them convenient in the proper handling of my estate.

At the decease of my said daughter and after her children, if any, have ceased attendance upon school or college to pay out of the estate with its accumulations in their hands:--

- 1st:-- To said George L. Gardner fifteen thousand (\$15000) dollars.
- 2nd:-- To said Walter F. Mann fifteen thousand (\$15000) dollars.
- 3rd:-- To Mary G. Scott, twenty thousand (\$20000) dollars.
- 4th:-- To said Malvina F. Gleason, five thousand (\$5000) dollars.
- 5th:-- To said Universalist Society one thousand (\$1000) dollars, and to divide all the residue of said estate, if any, equally among said George L. Gardner, Walter F. Mann, Mary G. Scott, and Malvina F. Gleason.

I nominate said Clifford A. Cooke and Augustus E. Scott to be the executors of this will and I request that they be exempt from furnishing a surety or sureties on their bonds as such executors or as such trustees.

In testimony whereof I hereto set my hand and in the presence of three witnesses declare this to be my last will this eighth day of May A. D. 1907.

Clinton R. Scott.

On this eighth day of May 1907, Clinton R. Scott of Milford, Massachusetts, signed the foregoing instrument in our presence declaring it to be his last will and as witnesses thereof we three do now at his request, in his presence and in the presence of each other hereto subscribe our names.

Carolyn E. Wood, Mary O. Tuttle, Abram S. Beal.
WITNESS our hands and seals this twenty fourth day of July, in the year one thousand nine hundred and nine.

Clifford A. Cook (Seal)
Augustus E. Scott (Seal)
Ida F. Scott (Seal)

First Universalist Society in
Milford designated in said will
"Said Universalist Society"

Adelaide H. Reynolds (Seal)
George L. Gardner (Seal)
Walter F. Mann (Seal)
Malvina F. Gleason (Seal)
by Charles B. Godfrey Treas. (Seal)

Adelaide H. Reynolds Guar-
dian ad litem of Clinton
Henry Reynolds and persons
unborn and unascertained (Seal)
Mary G. Scott
Augustus E. Scott Guardian
ad litem (Seal)

WHEREFORE your petitioners pray that said compromise may be authorized and confirmed, and said instrument purporting to be a will be admitted to probate as modified by said compromise and agreement, and that said petitioners as executors be authorized to carry out said compromise, and to administer the estate of said Clinton R. Scott in accordance with the terms of said instrument purporting to be a will as modified by the provisions of said compromise agreement.

Dated this twenty-fourth day of July, in the year one thousand nine hundred and nine.

Clifford A. Cook,
Augustus E. Scott, Executors.

The undersigned, being the only parties interested in the subject matter of the foregoing petition, request that it be granted without further notice of the pleadings or hearings.

Clifford A. Cook
Augustus E. Scott
Ida F. Scott
Adelaide H. Reynolds
George L. Gardner
Walter F. Mann
Malvina F. Gleason
First Universalist Society in Milford designated
in said will "Said Universalist Society by C.B. Godfrey,
Adelaide H. Reynolds Guardian Treas.
ad litem of Clinton Henry Reynolds
and persons unborn and unascertained

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COMMONWEALTH OF MASSACHUSETTS.

Worcester, ss.

At a Probate Court holden at Worcester, in and for the County of Worcester, on the fifth day of August, in the year of our Lord one thousand nine

hundred and nine.

On the foregoing petition of Augustus E. Scott, of Lexington, in the County of Middlesex, and Clifford A. Cook, of Milford, in the County of Worcester, it appearing to the Court that the compromise of the controversies between the persons claiming as devisees and legatees under the will of Clinton R. Scott, late of Milford, in said County, deceased, and the persons entitled to the estate under the statutes regulating the descent and distribution of intestate estates, has been executed by the persons named as executors in said instrument, by those claiming as devisees and legatees thereunder, whose interests will be affected by said compromise and by those claiming the estate as intestate; and it further appearing that the interests of Mary G. Scott and Clinton Henry Reynolds, minors, and also all future contingent interests which might arise under said will, are represented by guardians ad litem and that said guardians ad litem have assented to said compromise; and it further appearing to the Court that said compromise is just and reasonable in relation to all parties in being and in its effect upon any future contingent interests which may arise under said will.

It is therefore decreed that said instrument shall be approved and allowed and shall stand as the will of said Clinton R. Scott, and that letters testamentary be issued to said Augustus E. Scott and Clifford A. Cook, they first giving bond without sureties for the due performance of said trust, and that said Augustus E. Scott and Clifford A. Cook be and they hereby are authorized and directed to carry out said compromise and to administer the estate of said Clinton R. Scott, in accordance with the terms of said will, except so far as said will is modified by the provisions of said compromise.

.....Fredk. W. Chamberlain.....
Judge of Probate Court.

Case 44615.

Rosanna Bogle

Will.

Be it remembered, that I, Rosanna Bogle of Worcester in the County of Worcester and Commonwealth of Massachusetts, being of sound mind and memory, but knowing the uncertainty of this life, do make this my last will and testament.

After the payment of my just debts and funeral charges, I bequeath

*Will, allowing will affirmed
by Supreme Judicial Court
Apr. 12, 1910*