

PERMANENT BED FUNDS

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| Adt, Eugene C. Fund | Summary of bequest under Will of Adele M. Adt, Article First, do not have Will, date unknown |
| Benedict, George H. Fund | Summary of bequest under Will Excerpt only, date unknown |
| Blakesley, Edyth Fund | Bequest under Will dated 3/08/61 |
| Bristol, Benjamin Memorial Fund | Summary of gift letter dated 12/23/1924 |
| Bronson, Henry Bed Fund | Gift letter dated 3/09/1889 |
| Bull, Helen Smith | Summary of bequest under Will, Article Sixth Don't have will, date unknown |
| Burdsall, Margaret and Burritt, Harriett Bed Funds | Summary of bequest under Will of Edith Porter Burritt, Article Fourth, excerpt only, date unknown |
| Burritt, Edith & Melrose Bed Fund | Summary of bequest under Will of Edith Porter Burritt, Article Fourth, excerpt only, date unknown |
| Castle, Margaret F. Memorial Bed Fund | Summary of bequest under Will of Frank E. Castle, Article Fourth, excerpt only, date unknown |
| Chase, Edith | Bequest under Will dated 1/24/1972 |
| Chase, Martha Starkweather Bed Fund | Established by Mrs. Arthur Reed Kimball Gift letter dated 2/18/1918 |
| Coffin, Henrietta Louise Adrienne Free Bed Fund | Summary of bequest under Will, Article Fifth Don't have Will, date unknown |
| Curtis, Mary A. Bed Fund | Summary of bequest under Will of William E. Curtis, Article Third, don't have Will, date unknown |
| Driggs, George A. Fund | Gift letter from Anne H. Driggs dated 2/17/1922 |
| Field, Edward Bed Fund | Established by Charlotte B. Merriman Summary of bequest under Will Article V Don't have Will, date unknown |
| First Church in Waterbury, Inc. Bed Fund | Gift letter dated June 18, 1940 |
| First Congregational Church | Summary of gift |
| Fitzsimmons, Louis E. | Summary of bequest under Will of Mary E. Fitzsimmons, Article Sixth, don't have Will, date unknown |
| Florence Nightingale Cot Fund | Memorandum of Agreement dated July 7, 1977 |

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| Goss, Chauncey Porter Memorial Fund | Established by Children of Chauncey P. Goss Instrument of Gift dated December, 1923 |
| Graves, Anna E. Bed Fund | Established by Dr. Frederick G. Graves Summary of gift letter dated May 21, 1947 |
| Greenburg, William B. Fund | Summary of bequest under Will, Article Fourth Don't have Will, date unknown 9/15/1980 notification of additional gift under Mrs. Greenburg's Will |
| Gross, Marion R. | Will dated May 3, 1967 |
| Hart, Bertha Platt | Bequest under Will of Bertha Platt Hart, Paragraph 4 Excerpt only, date unknown |
| Harvey, George S. | Established by Hattie Rachel Stone Summary of gift under Will, Paragraph 6 Do not have Will, date unknown |
| Hayden, Elizabeth K. Fund | Bequest under Will of Margery K. Hayden dated 2/03/1975, Article Sixteenth |
| Hellman, Rhoda | Addition to fund established by Charles Hellman Included in other chart; held by Bank of America, Trustee |
| Hellman, Sibilla | Included in other chart; held by Bank of America as Trustee |
| Heminway, Merritt | Summary of gift and copy of 10/31/1960 letter |
| Hill, Charlotte Benedict Bed Fund | Established by N.A. Pomeroy and Gilman C. Hill Gift letters dated 2/23/1915 and 6/26/1926 |
| Hill, Robert W. and Susie E. Bed Fund | Established by Susie E. Hill Gift letter dated March 2, 1910 |
| Hopkins Memorial Abbie C. Hopkins Bed Fund | Bequest under Will of Abbie C. Hopkins Article Seventh dated 4/30/1938 |
| Judson, Winnifred H. Free Room Fund | Summary of bequest under Will of Fletcher W. Judson, Article Sixth, excerpt only, date unknown |
| Kazanjian, Calvin K. Memorial Fund | Established by Sarann B. Kazanjian Summary of gift letter from Guerin B. Carmody Excerpt only |
| Kellogg, Stephen Wright and Lucia Hosmer | Summary of bequest under Will of Charles Poole Kellogg, Article Second, don't have Will, date unknown |
| Kirk, Beth Memorial Fund | Summary of gift letter from Harriet Kirk dated 9/06/1944 |

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| Kirk, Henry and Bethia Fund | Established by the Misses Kirk Acknowledgment of gift by Treasurer |
| Kirk, Margaret Bed Fund | Gift letter from Bethia W. Kirk and family dated April 4, 1918 |
| Leavenworth, Cynthia Free Bed Fund | Summary of bequest under Will of Elisha Leavenworth, Article Twentieth, don't have Will, date unknown |
| Lewis, E.C. Bed Fund | Gift letter dated 9/20/1898 |
| Lott, Rose A. | Summary of bequest under Will Paragraph 8 Don't have Will, date unknown |
| Meigs, Mary L. | Bequest under 7/17/1952 Will Article Twelve |
| Merchant, May Lew and Bennett Merchant Fund | Summary of bequest under Will of Charlotte J. Merchant, Article Twelve, excerpt only, date unknown |
| Merriman, Helen Bed Fund | Established by: Buckingham P. Merriman Summary of gift letter dated March 5, 1924 |
| Merriman, William Buckingham, Jr. Bed Fund | Summary of bequest under Will of Buckingham P. Merriman, Article Twentieth, excerpt only, undated |
| Merriman, William Buckingham and Sarah Kingsbury Parsons Merriman Bed Fund | Summary of bequest under Will of Buckingham P. Merriman, Article Twenty First, excerpt only, undated |
| Mitchell, Mary L. Bed Fund | Gift letter dated January 30, 1896 |
| Montague, Nellie M. | Summary of bequest under Will Article Sixth Don't have Will, date unknown |
| Naugatuck, CT Bed Fund | Established by: Mary A. Tuttle Gift letter dated June 10, 1899 |
| Northrop, Otis | Established by: Henry D. Minor and Edwin C. Northrop Gift letter dated 9/22/1926 |
| Peck, Franklin L. Fund | Summary of bequest under Will of Henrietta Jeanette Peck, Paragraph 4, don't have Will, date unknown |
| Peck, Henry | Bequest under 6/12/1918 Will, Paragraph 16 |
| Permanent Beds | 9/27/1929 Treasurer's Memorandum |
| Powell, Emily Augusta Bed Fund | Established by Edward Powell Summary of gift, undated |
| Rosemary Cot Fund | Established by Friends of Mary Rose Anderson Munger Letter from Committee Rosemary Cot Fund Committee dated 11/10/1892 |

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| Scovill, Mother's Endowed Room Fund | Established by Mr. & Mrs. Henry W. Scovill Receipt of gift dated 9/22/1916 |
| Second Congregational Church Bed Fund | Summary of bequest under Will of Helen E. Chase Excerpt only, date unknown |
| Shipley, Alfred J. | Summary of bequest under Will, Paragraph 3 Don't have Will, date unknown |
| Skilton, Eugene S. Memorial Fund | John H. Skilton Agreement dated 12/07/1938 |
| Smith, Curtis Hurlbut Bed Fund | Summary of gift established by Flora S. Page and George W. Smith |
| Smith, Richard Memorial Bed Fund | Summary of bequest under Will, Article Fourth Don't have Will, date unknown |
| Smith, W. Easton | The Howard Easton Smith Fund Will dated 5/31/44 |
| Spencer, Edward Memorial Bed Fund | Summary of bequest under Will of Elizabeth L. Spencer, Paragraph Nine, excerpt only, date unknown Acceptance of Gift dated August 8, 1907 |
| Spencer, Julia V. Warner Fund | Summary of bequest under Will Paragraph 3 Don't have Will, date unknown, recorded in Wtby Probate Records, V 136, P. 305 |
| Sperry, Mark L. and Julia P. Sperry Bed Fund | Gift by Ruth Sperry Acknowledgment of gift |
| Stiles, Augusta Bed Fund | Established by Anne Stiles Summary of acknowledgment of Gift |
| Swenson, John | Bequest under Will, Paragraph III C) Excerpt only, date unknown |
| Terry, Dwight H. Fund | Bequest under 3/8/1919 Will, Paragraph 11 |
| Terry, Martha J. Fund | Bequest under 11/21/1918 Will, Paragraph 4 |
| Upton, Jennie | Acknowledgment of Gift |
| Wade, Henry L. Bed Fund | Summary of bequest under Will, Article XIX Don't have Will, date unknown |
| Warner, Emeline D. Bed Fund | Summary of bequest under Will of Julia V. Warner Spencer, Paragraph 3, don't have Will, date unknown |
| Warner, Olive Fund | Established by Oscar L. Warner Summary of letter of acknowledgment of endowment fund to be established by Oscar L. Warner dated March 24, 1928 |

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| Warner, Oscar L. | Bequest under 2/29/1932 Will, Paragraph 9 |
| Warner, Richard V. Memorial Fund | Summary of bequest under Paragraph 6 of Will of Olive Warner dated March 10, 1921 |
| Welton, Nelson J. Bed Fund | Summary of bequest under Will, Article Fourteenth Don't have Will date unknown |
| Whittemore, J.H. Endowed Room | Established by: Family of John Whittemore Summary of undated gift |
| Whittemore, Julia S. Memorial Room | Established by: Gertrude B. and Mr. Harris Whittemore Summary of undated gift |

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| 10-2-46 | Howard Easton Smith Fund - Appraisal for distribution as of 9-4-46 | 21,152.94 | |
| 5-5-47 | Howard Easton Smith Fund | 777.57 | |
| 6-4-47 | Est. Frederick G. Graves | 5,000.00 | |
| 12-8-47 | Ruth S. Sperry Bed Fund | 2,500.00 | |
| 1-12-49 | Edwin C. Northrop - Cash - Balance Ruth S. Sperry Bed Fd. | 2,500.00 | |
| 6-19-50 | Cash rec'd from "Children of The American Revolution" thru Sallie Miller Smith | 200.00 | |
| 8-2-51 | Transfer to A2346 Wat. Hosp. Mark L. Sr. & Julia P. Sperry Bed Fund for Gifts of \$2500. on 12-8-47 and \$2500. on 1-12-49 | | 5,000.00 |
| 8-14-51 | Cash Rec'd from E.C. Northrop Treasure Bequest under Par. 6 u/w/o Hattie Rachel Stone to be known as "The George S. Harvey Fund" | 10,000.00 | |
| 10-2-53 | Cash rec'd from E.C. Northrop, Treasurer as follows: u/par 20 of Will of Buckingham P. Merriman, to be known as "The William Buckingham Merriman, Jr. Fd. u/par 21 of Will of Buckingham P. Merriman, to be known as "The William Buckingham Merriman and Sarah Kingsbury Parsons Merriman Fund | 5,000.00 | |
| 6-1-54 | Bequest under Par. "M" u/w/o Helen E. Chase to be added to fund standing in name of Second Cong. Church | 1,000.00 | |
| 12-27-57 | Bequest from Waterbury Nat'l Bank Exec. Est. Fletcher W. Judson | 50,000.00 | |
| 1-15-58 | Est. Wm. B. Greenburg bequest for "The William B. Greenburg Fund | 1,000.00 | |
| 1-19-59 | Bequest u/w Charles P. Kellogg | 3,000.00 | |
| | <u>Balance as of December 16, 1959</u> | | 465,582.84 |

TOTAL VALUE OF GIFTS AT VALUE
 COMPLETING IN 1959 PLUS AMOUNT
 OF SUBSEQUENT GIFTS TO D.F.
 Dec. 16, 1959.

| | | | |
|----------|--|------------|---|
| 5-23-60 | Bequest u/w H.S. Bull for J.R. Smith Mem'l Bed Fund | 10,000.00 | } 9/30/60 507,831.87 20,728.11 528,559.98 |
| 5-23-60 | Bequest u/w H. S. Bull for C.S. Bull Mem'l Bed Fund | 10,000.00 | |
| 9-23-60 | Estate William B. Greenberg, Dist. to Greenberg Bed Fund | 328.11 | |
| 4-10-62 | Bequest u/w Nelson Pomeroy | 25,000.00 | |
| 4-26-62 | Bequest u/w Charlotte J. Merchant | 10,000.00 | |
| 6-6-62 | Bequest u/w Mary B. Mannweiler | 5,541.48 | 485,910.95 |
| 3-18-63 | The First Church Guild Inc.-For Rosemary Cot Fund | 200.00 | |
| 3-26-63 | Bequest u/w Nellie M. Montague | 5,000.00 | |
| 3-26-63 | Bequest u/w Mary B. Mannweiler | 4,786.51 | |
| 7-3-63 | Rec'd. from Waterbury Hospital-9 stocks valued at | 14,623.82 | |
| 11-20-63 | Ck. from E. C. Northrop | 2,941.00 | |
| 1964 | None | | |
| 1965 | None | | |
| 1966 | Bequest u/w John Swenson | 113,185.62 | 27,551.7 |
| 1967 | Bequest u/w Mary B. Mannweiler | 5,637.53 | 554,003.76 |
| 1968 | None | | |
| 1980 | William B. Greenburg - bequest | 4,676.46 | |

677,503.57

THE WATERBURY HOSPITAL
Waterbury, Connecticut

M E M O R A N D U M

August 28, 1974

To: Mr. R. A. Derr
From: John H. Tobin
Subject: Endowment Funds

Sorry for the delay. I was waiting for some information from the Colonial. There are still a couple of pieces of information missing (details on the Frederick Lyman Adams, Harriet M. Peck and Harris Whittemore Funds). I was able to find nothing else on these, and the Colonial had nothing in their records either (they probably have been lumped together with other Bed Funds).

Also, the Merritt Heminway Fund is not an accumulative fund, although the bank has been treating it as such. Bob Bean knows of no reason for this-- probably due to some verbal agreement years ago. The original gifts, \$5,000 and \$10,000, are now worth about \$17,000 and \$34,000 respectively.

JHT:jtr
Attachment

WATERBURY HOSPITAL HEALTH CENTER

WATERBURY HOSPITAL ENDOWMENT FUNDS

Report Submitted
by
John H. Tobin

ENDOWMENT FUND REPORT

1. Attached hereto is a listing of the permanent endowment funds of The Waterbury Hospital. Funds have been grouped by category: Room and Bed Funds, General Purpose Funds, and Special Funds. Unrestricted gifts and bequests which were placed by the hospital in the General Endowment Fund have been listed separately, as have a group of unrestricted bequests for which the disposition is unknown -- although they have probably been expended.

2. Explanation of Terms:
 - a. Name of fund (Column 2): The name of the fund as established by the deed of gift or bequest was used wherever possible. Otherwise, the fund is identified by the name normally used by the hospital.
 - b. Established by (Column 3): The approximate date of the establishment of each fund is usually included. If possible, the date of receipt of funds by the hospital was used. Otherwise, the date of death of the donor or the date the fund first appears in a source document was used to establish the beginning date of the fund.
 - c. Memory of (Column 4): Although almost all funds are memorial in nature, this column was only completed if the bequest or deed of gift specifically stated that the fund was "in memory of" or a "memorial to" someone.
 - d. Amount (Column 5): This figure is the amount of principal in the fund at the time the gift was made unless otherwise noted.
 - e. Classification (Column 8): The following abbreviations apply: P = principal, I = income, R = restricted, UR = unrestricted, SP = special restriction or condition. An H or a B following a dash (-) indicates whether the hospital or a bank (the specific bank is included in paren-

thesis) is the trustee of the fund. The bank is indicated as trustee only when specifically so empowered by the bequest or deed of gift, not when it is acting as an agent of the hospital.

The income of bed and room funds are listed as "unrestricted" unless there was a clear indication that the fund income could be used for a specific purpose or purposes only. While this classification is not entirely accurate, it seemed to be the more appropriate term. The special conditions attached to some funds are rather broad. Unused income in each year can be used for general purposes or for the "benefit of the sick poor" (also a rather broad phrase). The donor's privilege of naming fund beneficiaries was apparently not intended to be perpetual. Further, most bed funds have not been treated as separate, distinct funds for many years, but have been consolidated into a single permanent bed fund account. Each year, estimates of the incomes of various funds are applied against the accounts of fund beneficiaries (e.g., the poor of Southbury), but there is almost always unused income which is spent for general purposes, including capital purchases. Thus, although one year's income from most bed funds is at least partially restricted to the purpose for which these funds were established, the term "restricted" was reserved for funds where restrictions were more clearly defined. The following excerpts from various source documents may help to outline the development of bed fund policy since 1893:

Directors Meeting 1/12/93 "A gift of Five Thousand (\$5,000) dollars endows a bed in perpetuity, the donor having the privilege of naming the bed and of nominating its occupants, or designating the class of persons for which it shall be used; but, until the income from the permanent fund is very considerably increased, the hospital cannot take to be at a charge for the free bed beyond the income from the endowment but unused income from any one year will be carried forward and applied in succeeding years.

Directors Meeting 12/10/01 Accumulated interest on the George H. Benedict Free Bed Fund amounted to \$1,650. Of this, the directors voted to transfer \$1,000 to the general fund.

Directors Meeting 4/5/17 "It was voted: That the Executive Committee be requested to charge for the occupancy of the Free Beds the actual cost of maintenance, in place of the nominal sum of \$7.00 per week as in the present custom."

Annual Meeting 12/10/17 Changed the wording of the statement (above) of 1/12/93. The wording is identical through ... "cannot take to be at a charge for the free bed beyond the income from the endowment, and the income to the credit of the free bed shall not be accumulative. Unexpended balances shall pass to the Hospital administration for the benefit of the sick poor at the end of each fiscal year."

Annual Meeting 12/12/21 "On motion it was voted: That where the right to name beneficiaries of the income of free cot funds is not reserved or granted, either in the original deed of gift or bequest under will, or where such right has expired by lapse of time, said right to name beneficiaries is hereby vested in the Executive Committee."

Directors Meeting 12/10/45 "On motion it was voted: ... that there be placed in [The Waterbury Hospital General Endowment Fund] the principal of all gifts previously or in future made to the hospital in which it is directed or intended by the donor that the principal be maintained indefinitely and the income only be used for general or specific purposes, including Bed and Cot Funds and also any other Funds of the Hospital that the Directors may from time to time direct shall be included, but not including any gifts or bequests which by their terms or other legal restrictions are required to be maintained as separate Funds."

Letter from B. Henry Mason, Superintendent, to Oscar L. Warner, 3/24/28
 "Although the benefits of an endowment fund of \$5,000 are only supposed to apply during the donors life, an extension of that period could be made by the Executive Committee, and as a matter of fact, requests from the nearest relative for the admission of a patient has (sic) as a rule always been recognized."

3. LISTING OF FUNDS

a. Room and Bed Funds

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|--|---|-----------------------|--|------------------------|--|---------------------------|
| Minutes 228, 248 T.R. 12/10/17 T.R. 12/10/19 | Frederick Lyman Adams Fund | Estate: Mrs. Mary Lane Adams | | \$ 10,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Minutes 76 T.R. 12/9/01 Endowment Book | Eugene C. Adt Free Cot Fund | Estate: Adele C. Adt | | 5,000.00 | H | Bed Fund - Income unrestricted | P/R - H I/UR - H |
| Endowment Book | George H. Benedict Fund | Estate: George H. Benedict | | 5,650.00 | H | Bed Fund - \$6,650 received. \$1,000. transferred to General Fund | P/R - H I/UR - H |
| Endowment Book | Benjamin Hill Bristol | Gift: Bennet Bristol, Bertha Bristol Tracy, Edgar H. Bristol, Sarah Bristol Smith. 12/23/24 | Benjamin Hill Bristol | 10,000.00 | H | Endowed Room | P/R - H I/UR - H |
| Minutes 17-18 BOT 3/19/89 | Henry Bronson Free Bed Fund | Gift: Henry Bronson 3/9/89 | | 15,500.00 (Original gift of \$10,000 - Income Accum. for 5 years) | H | Free Beds - No provision for general purpose use of unspent income. In a note 5/11/94, F.J. Kingsbury concluded that unspent income had to be accumulated. | P/R - H I/UR - H SP |
| Endowment Book | C. Sanford Bull Memorial | Estate: Helen Smith Bull 5/16/60 | C. Sanford Bull | 10,000.00 | H | Bed Fund - Establish and maintain bed for use of worthy and needy patients. | P/R - H I/UR - H |
| Endowment Book | Margaret Burdsall & Harriet Burritt Bed Fund | Estate: Edith Porter Burritt 1927 | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Endowment Book | Edith & Melrose Burritt Bed Fund | Estate: Edith Burritt | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|---|----------------------------------|---------------------------|---|---|---|---------------------------|
| Endowment Book | Margaret Castle Memorial Bed Fund | Estate: Frank E. Castle | | \$ 10,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Endowment Book | Martha Starkweather Chase Bed Fund | Gift: Mrs. Arthur Reed Kimball | Martha Starkweather Chase | 10,000.00 (\$5,000) (2/18/18) (\$5,000 1926) | H | Bed Fund - Free Bed "In accordance with conditions stipulated by the Hospital" | P/R - H I/UR - H |
| Minutes 343 Ex.Com. 12/10/23 Endowment Book | Henriette Louise Adrienne Coffin | Estate: H.L.A. Coffin | | 9,213.00 | H | Bed Fund | P/R - H I/UR - H |
| Endowment Book | Mary A. Curtis Bed Fund | Estate: William E. Curtis 1924 | Mary A. Curtis | 10,000.00 | H or Judge of Probate, Postmaster, First Select- man of Water- town | Bed Fund - Occupants may be nominated by any two of those listed, in writing, to the officers of the Hospital. | P/R - H I/UR - H SP |
| Minutes 316 T.R. 10/1/21-22 | George A. Driggs Memorial Bed Fund | Gift: Mrs. Anne H. Driggs | | 10,000.00 | H and Mrs. Driggs | Bed Fund - Income non-accumulative | P/R - H I/UR - H |
| Minutes 223 T.R. 12/10/17 | Charlotte Steele Elton Fund | Gift: James S. Elton | | 5,000.00 | H | Bed Fund - Used for benefit of graduate nurses of the Waterbury Hospital under direction of the Executive Committee. Income accumulative. | P/R - H I/R - H SP |
| Minutes 158 T.R. 12/9/12 Endowment Book | Dr. Edward Field Free Bed Fund | Estate: Charlotte B. Merriman | | 5,000.00 | H | Bed Fund - Money provided by Estate. Fund actually set up by family. | P/R - H I/UR - H |
| Endowment Book | First Church in Waterbury, Inc. Free Bed Fund | Gift: First Church Guild 6/18/40 | | 5,000.00 | Minister of First Church or in his ab- sence, the Bd. of Deacons | Bed Fund - Established in accordance with Hospital regulations, income not accumulative. | P/R - H I/UR - H SP |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|----------------------------------|--|---------------------|--|------------------------|---|---------------------------|
| Endowment Book | First Congregational Church Fund | Gift: Miss Ellen J. Whitton Estate: Jennie Upson 6/2/62 | | \$ 100.66 1,000.00 1,100.66 | H | Bed Fund - Was to serve as the nucleus for a \$5,000. bed fund | P/R - H I/UR - H |
| Endowment Book | Louis E. Fitzsimons Bed Fund | Estate: Mary E. Fitzsimons | Louis E. Fitzsimons | 3,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Endowment Book | Chauncy Porter Goss Memorial | Gift: Children of Chauncy P. Goss 1924 | | 25,000.00 | H | Bed Fund - Listed as a permanent bed fund in endowment book | P/R - H I/UR - H |
| Endowment Book | Anna E. Graves Bed Fund | Estate: Dr. Frederick G. Graves 2/21/47 | Anna E. Graves | 5,000.00 | H | Bed Fund - Put in permanent bed funds account A865. 6/4/47 | P/R - H I/UR - H |
| Endowment Book | William B. Greenburg Fund | Estate: William B. Greenburg | | 1,328.11 (1,000.- 1957) (328.11 -1960) | H | Bed Fund | P/R - H I/UR - H |
| Minutes 459 T.R. 12/11/33 | Bertha P. Hart Fund | Estate: Bertha P. Hart | | 5,000.00 | | Bed Fund - Per Will 5/24/30, T.R. 12/11/33 mentions that Colonial Trust is trustee of estate. | P/R - H I/UR - H |
| Endowment Book | George S. Harvey Fund | Estate: Hattie Rachel Stone | | 1,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Minutes 190 T.R. 12/13/15 Endowment Book | Merritt Heminway Bed Fund | Gift: Merritt Heminway 1914 Katherine H. Heminway 10/31/60 | Merritt Heminway | 15,000.00 (5,000. 1915) (10,000. 1960) | H | Bed Fund - To maintain a bed for poor of Watertown. "Poor" meaning medically indigent. Provisos can be changed by Heminway Family. If there are no more members of Heminway Family, principal & interest to be used to best serve Watertown patients. Non-accumulative. | P/R - H I/UR - H SP |
| Endowment Book | Charlotte Benedict Hill Bed Fund | Gift: Gilman C. Hill & Katherine Pomeroy (Mrs. Nelson) 2/23/15 | | 10,000.00 (5,000. 1915) (5,000 1926) | H | Bed Fund - Endow a free bed. | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|---|---|--|-----------|-------------|--|---|--|
| Minutes 129 T.R. 9/13/10 Endowment Book | Robert W. & Suzie E. Hill Free Cot Fund | Gift: Suzie E. Hill 3/2/10 | | \$ 5,000.00 | H | Bed Fund - "Foundation Of A Free Bed... According To The Bylaws Of The Hospital... For All Time". | P/R - H I/UR - H |
| Endowment Book | Winifred H. Judson Free Room Fund | Estate: Fletcher W. Judson 12/24/57 | | 50,000.00 | H | Room Fund - Establish and maintain "Winifred H. Judson Room." | P/R - H I/UR - H |
| Endowment Book | Calvin K. Kazanjian Memorial Fund | Gift: Sarann B. Kazanjian (Mrs. Calvin K.) 12/26/50 | | 20,000.00 | H | Bed Fund - Used for a bed endowment fund. Mrs. Kazanjian, her daughter, son-in-law and grand childrep may use room free of charge up to extent of one years income. No other restrictions. Hospital to provide suitable plaque. | P/R - H I/UR - H SP |
| Minutes 135 T.R. 12/8/30 Endowment Book | Steven Wright & Lucia Hosmer Kellogg Free Bed Fund | Estate: Charles W. Poole 1959 | | 3,000.00 | H and Second Cong. Church Auth- orities | Bed Fund - Preference given to designees of Second Congregational Church author-ities. Donor wished the \$2,000. bequest of Lucia H. Kellogg combined with this, but the Executive Committee voted not to do so. 2/27/59. | P/R - H I/UR - H |
| Annual Report 1945 Will Folder | Frank Woodruff Kellogg | Estate: Frank W. Kellogg 8/45 | | 10,000.00 | H | Bed Fund - Care and treatment of patients unable to pay for treatment is to be given in one of the private rooms to be designated the "Frank W. Kellogg Room." | P/R - B I/UR - B (Colonial) |
| Endowment Book | Beth Kirk Memorial Fund | Gift: Harriet Kirk 9/6/44 | Beth Kirk | 5,000.00 | Pastor of Second Cong. Church | Bed Fund - Use of members of Second Congregational Church and families. | P/R - H I/UR - H (City National) |
| Endowment Book | Henry & Bethia Kirk Fund | Gift: The Misses Kirk 1928 | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| | Margaret Kirk Free Cot Fund | Gift: Mrs. Bethia Kirk & Family 4/4/18 | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|-------------------------------|---|--|---------------------|---------------------------------|--|---|---------------------------|
| Minutes 149 | Cynthia Leavenworth Free Bed Fund | Estate: Elisha Leavenworth | Cynthia Leavenworth | \$ 10,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Minutes 55, 62 BOT 9/20/98 | E.C. Lewis Bed Fund | Gift: E. C. Lewis | | 5,000.00 | Rector or Senior Warden of Trinity Church | Bed Fund | P/R - H I/UR - H SP |
| Minutes 286 T.R. 12/13/20 | Rose A. Lott Fund | Estate: Rose A. Lott | | 5,000.00 | Minister in charge of the First Methodist Episcopal Church | Bed Fund | P/R - H I/UR - H SP |
| Endowment Book Will Folder | Meigs Fund | Estate: Mary L. Meigs 1955 | | 307,000.00 Assets 6/30/74 | H | Bed Fund - Care of "Persons In Reduced Circumstances" per directives of the Board of Trustees, residue of trust for various legatees, fund increased in 1965. | P/R - H I/UR - H |
| Endowment Book | May Lewis Merchant & Bennet Merchant Fund | Estate: Charlotte Merchant | | 10,000.00 | Committees of Second Cong. Church & Bunker Hill Cong. Church | Bed Fund - Primarily for elderly dependent members or dependent members of Second Cong. and Bunker Hill Congregational Churches, secondarily for designees of the Executive Committee | P/R - H I/UR - H SP |
| Endowment Book | Helen Merriman Free Bed Fund | Gift: Buckingham P. Merriman 3/5/24 | | 5,000.00 | H | Bed Fund - "Mr. Northrop has details of this" | P/R - H I/UR - H |
| Endowment Book | William Buckingham Merriman, Jr., Fund | Estate: Buckingham P. Merriman 9/22/53 | | 5,000.00 | H | Bed Fund | P/R - H |
| Endowment Book | William Buckingham Merriman & Sarah Kingsbury Parsons Merriman Fund | Estate: Buckingham P. Merriman | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|---|------------------------------|--|------------------|----------|---|--|---------------------------|
| Minutes 50 BOT 1/30/96 Endowment Book | Mary L. Mitchell Bed Fund | Gift: Mary L. Mitchell 1/30/96 | | 5,000.00 | H | Bed Fund - Benefit of persons suffering "disease, defect or injury of the eye or ear". Charge for bed must be minimum - same as that charged to the town of Waterbury. Any number of beneficiaries, but use income only, unused income can be used to purchase "instruments, optical apparatus, appliances for the cure or relief of impaired sight or hearing, or other supplies...at the direction of Dr. C.S. Rodman", unused income accumulates. | P/R - H I/R - H SP |
| Endowment Book | John V. Montague Fund | Estate: Nellie M. Montague Died 1/16/63 | John V. Montague | 5,000.00 | H per Will | Bed Fund - "For the purpose of providing free bed and medical care for such worthy and needy residents of said Middlebury as the Board of Trustees may designate" Request calls for a suitable plaque. | P/R - H I/UR - H SP |
| Minutes 66 T.R. 12/11/99 | Naugatuck Free Bed Fund | Gift: Mrs. Mary A. Tuttle 6/10/99 | | 5,000.00 | One or more M.D.'s practicing medicine in Naugatuck subject to rules & regulations of Hospital H | Bed Fund - Any person from Naugatuck, Conn. per approval of one or more Naugatuck M.D.'s. | P/R - H I/UR - H SP |
| Endowment Book | Otis S. Northrop Fund | Gift: Mrs. Henry D. Minot & Mr. Edward C. Northrop | | 5,000.00 | H | Bed Fund - Preference to be given to employees of Dime Savings Bank & Colonial Trust Co. and their families. | P/R - H I/UR - H SP |

| | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|---|--|-----------|--|--|--|---------------------------|
| ates 534 .R. 10/1/43- 9/30/44 | Florence Nightingale Cot Fund | Gifts & Bequests: Nurses Assoc. of Wtby.Hosp.5/11/37 Dr.Charles Engelke* 5/22/44 William C. Brooks 9/21/45 Charles Swenson* 10/16/56 Private Duty Section 10/23/61 Alumnae Assoc. 10/23/61 Elizabeth Wassaic* 3/12/59 *Bequest to Hosp. | | G \$ 10,000.00 B 2,000.00 G 500.00 B 500.00 G 100.00 G 1,000.00 B 1,000.00 \$ 15,100.00 | Rules & regu- lations of Alumnae Assoc. of Wtby. Hosp. Training School of Nurses | Special Bed Fund - Benefit of members in good standing of Waterbury Hospital School of Nursing Alumnae Association under rules and regulations established by same. Income accumulative. Fund is apparently administered by the Hospital but was not intended to be a "Bed Fund" in the sense that others are. In the absence of a deed of gift however, this is difficult to establish. It appears that hospital officials have always considered it a "Bed Fund". | P/R - I/R - SP |
| Minutes 204- 205 T.R. 12/11/16 Endowment Book | Franklin L. Peck Fund | Estate: Henrietta J. Peck | | 5,000.00 | H | Bed Fund - Trustees Report of 12/11/16 lists as "Henrietta J. Peck Free Bed Fund" | P/R - H I-UR - H |
| Minutes 248 T.R. 1/10/19 | Emily Augusta Powell Bed Fund | Gift: Mr. Edward Powell 1918 | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Minutes BOT 4/13/62 | Nelson A. Pomeroy Bed Fund | Estate: Nelson A. Pomeroy 4/2/62 | | 2,500.00 | | Bed Fund - Use of attending medical and surgical staff of Hospital. | P/R - H I/UR - H SP |
| Will Folder | Francis A. and Florence F. Poole Fund | Estate: Edith Poole 7/29/64 | | 10,000.00 | H | Bed Fund - Patients designated by Minister in charge of Second Congrega- tional Church | P/R - H I/UR - H |
| Minutes 27-28, 32,34. BOT 11/10/92 Endowment Book | Rosemary Cot Fund | Gift: Friends of Mary Rose Anderson Munger 11/10/92 First Church Guild 3/18/63 | | 3,000.00 200.00 \$3,200.00 | Anderson & Munger Families H | Bed Fund - Endow a cot for children. | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|---------------------------------------|---|--|---|---|---|---------------------------|
| Minutes 204-205 T.R. 12/11/16 | Mother Scovill's Endowed Room Fund | Gift: Mr. & Mrs. Henry W. Scovill 9/22/16 | | \$ 10,000.00 | H | Bed Fund (Endowed Room) Preference to designees of Mr. & Mrs. Scovill, or Scovill Mfg. Co. Unexpended income to benefit of sick poor. | P/R - H I/UR - H |
| Minutes 194 BOT 12/6/15 Endowment Book | Scovill-Kingsbury Bed Fund | Gift: Miss. Alice Kingsbury 1915 | William Henry Scovill Eunice Ruth Davies Scovill Althea Ruth Scovill Frederick John Kingsbury | 5,000.00 | Rectors of St. John's Parish "Now And Forever" | Bed Fund - Benefit of poor of St. John's Parish. | P/R - H I/UR - H SP |
| Endowment Book | Second Congregational Church Bed Fund | Gifts: Second Congregational Church 1924 Estate: Helen E. Chase 1954 | | 5,000.00 1,000.00 6,000.00 Fund Begun 1912 | H | Bed Fund - Presumed for use of Second Congregational Church patients. | P/R - H I/UR - H SP |
| Endowment Book | Alfred J. Shipley Fund | Estate: Alfred J. Shipley | | 623.50 | H | Bed Fund - Used toward the support of a free bed | P/R - H I/UR - H |
| Endowment Book | Eugene S. Skilton Memorial Fund | Gift: John H. Skilton 12/7/38 | | 5,000.00 | H | Bed Fund - Mr. Skilton had right to name beneficiaries during his lifetime. | P/R - H I/UR - H |
| Minutes 227 T.R. 12/10/17 Endowment Book | Curtiss Hurlbut Smith Bed Fund | Gift: Mrs. Flora Page & George W. Smith 1917 | | 5,000.00 | H | Bed Fund - Benefit of the worthy poor of Southbury. | P/R - H I/UR - H |
| Endowment Book | J. Richard Smith Memorial Bed Fund | Estate: Helen Smith Bull 5/16/60 | J. Richard Smith | 10,000.00 | H | Bed Fund - Benefit of worthy and needy | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|---|--|-----------------------|-------------|---|---|---------------------------|
| Minutes 114 T.R. 12/9/07 Endowment Book | Edward Spencer Memorial Fund | Estate: Elizabeth L. Spencer | | \$ 5,000.00 | H | Bed Fund - Patients from Naugatuck to have preference "In Perpetuity" | P/R - H I/UR - H SP |
| Endowment Book | Julia V. Warner Spencer Fund | Estate: Julia V. Warner Spencer 1916 | Charles Warner Family | 25,000.00 | H | Bed Fund - Room Endowment "Warner Room" | P/R - H I/UR - H |
| Minutes 204-205 Endowment Book | Julia V. Warner Spencer - Memorial for Emmeline D. Warner | Estate: Julia V. Warner | | 5,000.00 | H St. John's Rector | Bed Fund - Use of such persons as St. John's Episcopal Church shall designate. | P/R - H I/UR - H SP |
| Endowment Book | Mark L. Sr. and Julia P. Sperry Bed Fund | Gift: Miss Ruth Sperry - 1947 | | 5,000.00 | Per Gift, The Ministers of The First Congregation- al Church, & Miss Sperry | Bed Fund - For benefit of employees and families of Scovill Mfg. Co., members of Sperry family, Makepeace family, designees of the Minister of the First Congregational Church, designees of Miss Sperry. Income accumulative per letter. 1969 | P/R - H I/R - H SP |
| Minutes 178 T.R. 12/14/14 | Augusta M. Stiles Free Bed Fund | Gift: Miss Anne F. Stiles | Augusta M. Stiles | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Endowment Book | John Swenson Bed Fund (No official name) | Estate: John Swenson - 1965 | | 113,185.62 | H | Bed Fund | P/R - H I/UR - H |
| Minutes 435 T.R. 10/1/30 Endowment Book Will File | Martha J. Terry Fund (Non-accumulative) | Estate: Martha J. Terry - 9/24/25 NOTE: Will calls for a memorial tablet established by Martha J. Terry & Dwight H. Terry in memory of "Eli Terry, Late of Plymouth, deceased. Inventor, Pioneer, Clock Maker, & Founder of Clock Manufacturing in the State of Connecticut." | Eli Terry | 15,120.00 | H (Per Will) | Bed Fund - Established under para. 5 of Will for providing "Free Beds and Medical Care and Attention for the Poor and Needy of Plymouth & Thomaston. Surplus income can be used for general purposes. This was listed in 1930 as "Special Bed Fund" | P/R - H I/UR - H SP |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|---|---|--|--------------|--|------------------------|---|---------------------------|
| Endowment Book | Martha J. Terry Fund Accumulative No Official Title | Estate: "Martha J. Terry" 9/24/25 | | \$ 16,328.76 | H (Per Will) | Bed Fund - Established under para. 9 of Will to provide "Medical care and attention for the poor and needy" of Plymouth & Thomaston. Because the wording is slightly different and because there is no provision for disposal or surplus income, it was decided that Mrs. Terry intended this to be a separate accumulative fund. | P/R - H I/R - H SP |
| Endowment Book | Olive Warner Fund | Gift: Oscar L. Warner - 1929 | Olive Warner | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Endowment Book | Richard Vincent Warner Memorial Fund | Estate: Olive R. Warner 5/20/42 | | 130,102.93 220,000.00 approx. assets 8/74 | H | Bed Fund - To provide "Accommodations & Medical Care and Attention to the Residents of Naugatuck". - Non-accumulative. | P/R - H I/UR - H SP |
| Endowment Book | Henry L. Wade Bed Fund | Estate: Henry L. Wade - Died 10/31/12 | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Minutes 248 T.R. 1/10/19 Endowment Book | Nelson J. Welton Bed Fund | Estate: Nelson J. Welton 1918 | | 5,000.00 | H | Bed Fund | P/R - H I/UR - H |
| Minutes 158 T.R. 12/9/12 Endowment Book | John Howard Whittemore Endowed Room | Gift: Family of John Whittemore | | 10,000.00 | H Whittemore Family | Bed Fund - To furnish and endow a room. | P/R - H I/UR - H |
| Minutes 285 T.R. 12/13/20 | Julia S. Whittemore Memorial Room | Gift: Miss Gertrude B. Whittemore Mr. Harris Whittemore 1919 | | 10,000.00 | H | Bed Fund - To furnish and endow a room in the Childrens Ward. | P/R - H I/UR - H SP |

| NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|------------------------|-----------------------------|-----------|--------------|------------------------|--|-------|
| Harris Whittemore Fund | Family of Harris Whittemore | | \$ 10,000.00 | | Presumably a bed fund, but no further information available. | |

3. LISTING OF FUNDS

b. General Purpose Funds

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|-------------------------|--|-------------------|---------------------------------|------------------------|--|----------------------------------|
| Will Folder | The Amelung Fund | Estate: William A. Amelung Died: 10/23/70 | | \$ 15,071.96 | H | General Purpose | P/R - H I/UR - H |
| Endowment Book | (David C. Bacon Fund) | Estate: David C. Bacon | | 3,898.00 | H | General Purpose - Has been incorrectly listed as an outright gift in annual reports, but was left as a trust by the donor. | P/R - H I/UR - H |
| Minutes 57 Ex.Cmte. 12/13/97 | George R. Baldwin Fund | Estate: George R. Baldwin | | 6,000.00 | H | General Purpose - 5/46 transfer to general endowment fund. | P/R - H P/UR - H |
| Will Folder | Edyth A. Blakesley | Estate: Edyth Blakesley 1961 | | 420,000.00 (Approx.) | H | General Purpose | P/R - B I/UR - B City Nat. |
| Endowment Book | Howard H. Bristol Fund | Gift: Mrs. Howard H. Bristol 12/22/64 | Howard H. Bristol | 5,000.00 | H | General Purpose - Donor hoped funds would be used to provide \$200.00 grants in aid for nursing students from Naugatuck, but did not require this. | P/R - H I/UR - H |
| Will Folder | Charles E. Brust | Estate: Charles E. Brust 1/11/74 | | 15,000.00 | H | General Purpose | P/R - H I/UR - H |
| Minutes 402 T.R. 12/10/28 Endowment Book | Charles F. Brooker Fund | Estate: Charles B. Brooker | | 49,190.83 | H | General Purpose - Preference to be given to employees of American Brass Co. or its successors. | P/R - H I/UR - H SP |
| Endowment Book | John Allen Coe Fund | Estate: John Allen Coe - Died: 8/4/48 | | 1,000.00 | H | General Purpose - Donor requested but did not direct that permanent fund be set up, income for general purpose. | P/UR - H I/UR - H |
| Will Folder | Almon B. Dayton Fund | Almon B. Dayton | | Assets 3/31/73 405,847.80 | | Hospital benefits from income of fund (1/15 share) | P/R - B I/UR - B |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|--------------------------------|---|-------------------------------|--|------------------------|---|---|
| BOT 10/9/59 | Arthur Mortimer Dickinson Fund | Estate: Arthur M. Dickinson Died: 4/3/41 | | See Note | | \$20,000 bequests plus residue of two Trusts. Principal of approximately \$780,000 placed in Building Fund and \$20,000 went to capital purchase and replacement fund. | P/UR - H I/UR - H |
| Endowment Book | John P. Elton Fund | Estate: John P. Elton | | 1/2 income of Trust of \$ 105,481.76 (Book value) | H (Per Will) | General Purpose | P/R - B I/UR - B Colonial |
| Minutes 45 T.R. 12/9/95 Endowment Book | Olive M. Elton Fund | Gift: Mr. J.S. Elton, Mrs. Lucy E. Wayland 12/13/93 | Olive M. Elton | 5,000.00 | H | General Fund - To general endowment fund A1959 5/46 | P/R - H I/UR - H |
| Will Folder | Edward L. Frisbie Fund | Estate: Edward L. Frisbie | | 51,966.00 | H | General Purpose - Residue of Trust Fund | P/UR - H I/UR - H |
| Endowment Book | Ida L. Fulton | Gift: William Shirley Fulton | Ida L. Fulton | 10,000.00 Shown in Annual Rpts. as \$10,005.88 | | General Purpose - Placed in general endowment pending transfer of principal (at donors request) to a specific purpose. | P/R - H I/UR - H |
| Endowment Book | I.K. Fulton Fund | Estate: I. Kent Fulton Died: 6/6/44 | | Assets 1921 \$1,156,834.14 (Book value) 1,271,725.11 in 1973 | H | General Purpose - Fund consists of a \$25,000 bequest plus part of the residual estate. | P/R - B I/UR - B Hartford National |
| Minutes 288 Endowment Book | Jared E. Gaylord Fund | Bequest: Jared E. Gaylord 8/21 | Grace Emma Farrell Gaylord | 10,000.00 | H | General Purpose - Transferred to general endowment fund 5/46. This was a bequest put into trust by the Hospital because gift was "In Memory Of". A second bequest of \$10,000.00 (4/44) was apparently just used, or went to general endowment. | P/UR - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|----------------|------------------------|--|-----------|--|------------------------|---|---|
| Endowment Book | Eunice Hagopian Fund | Estate: Eunice Hagopian 6/26/52 | | \$ 3,000.00 | H | General Purpose - Specifically to be part of permanent endowment. | P/R - H I/UR - H |
| Endowment Book | Jacob H. Hagopian Fund | Estate: Jacob H. Hagopian | | 2,000.00 | H | General Purpose - Specifically to be part of permanent endowment. | P/R - H I/UR - H |
| Endowment Book | Addie Upson Hall | Estate: Addie Upson Hall 11/15/45 | | 500.00 | H | General Purpose - Specifically to be part of general endowment. | P/R - H I/UR - H |
| Will Folder | R. W. Hampson | Estate: R. William Hampson 1956 | | Assets approx 100,000.00 | H | General Purpose - % of income of estate valued at approximately \$100,000. Also, contingency interest in residue upon deaths of other life tenants. | P/R - B I/UR - B Colonial |
| Endowment Book | Frank Keeling Fund | Estate: Frank Keeling | | Assets 474,495.16 1973 | H | General Purpose | P/R - B I/UR - B (Colonial) |
| Endowment Book | Jacob Keeling Fund | Estate: Jacob Keeling Died: 5/27/54 | | Assets 650,635.50 1973 | H | General Purpose | P/R - B I/UR - B (Colonial) |
| Endowment Book | Lucia H. Kellogg Fund | Estate: Lucia H. Kellogg Died: 5/4/15 | | 2,000.00 | H | General Purpose - Put in general endowment fund 5/46 | P/R - H I/UR - H |
| Will Folder | Harriet Kirk Trust | Estate: Harriet Kirk 1954 | | 729,154.00 Book value of assets Hosp. gets 1/10 income. | | General Purpose | P/R - B I/UR - B City National |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|--|---|---|-------------------------|--|------------------------|---|-----------------------------|
| Will Folder | Ellen Chittenden Ives Fund | Estate: Ellen Chittenden Ives 12/27/61 | | \$ 23,485.16 | H | General Purpose | P/R - H I/UR - H |
| Will Folder | Laura Oliver Lewis Fund | Estate: Laura Oliver Lewis | | 5,000.00 | H | General Purpose - Put in bed funds. | P/R - H I/UR - H |
| Endowment Book Minutes BOT 3/16/67 | George B. Lamb & Harriet Welton Lamb Endowment Fund | Estate: G. B. Lamb & H. W. Lamb | G. B. Lamb & H. W. Lamb | 162,914.75 Book value of assets in 1967 | H | General Purpose "Promoting and maintaining the hospital and its work". Bank is trustee per trust agreement. | P/R - H I/UR - H |
| Endowment Book Will Folder | Mary B. Mannweiler Fund | Estate: Mary B. Mannweiler 1962 | Mary B. Mannweiler | 23,526.08 Received by 3/25/68 | H | General Purpose - Residuary benefits of a \$250,000 trust (14%). Originally for a bed fund but used to build a room in the new building. Probably no longer exists as such. | P/UR - H I/UR - H |
| Minutes 445 Income statement 10/1/30 9/26/31 | Henry H. Peck Fund | Estate: Henry H. Peck | | 1,800,000.00 Assets 7/30/74 | H | General Purpose - Trust consists of 1/2 of residual estate (in general endowment fund). | P/R - B I/ B Colonial |
| Will Folder | Edith F. Poole Fund | Estate: Edith Poole | | Assets in 1/17/65 86,649.88 | H | General Purpose - 1/2 interest in income. | P/R - B I/UR - B |
| Minutes T.R. 1909-28 Endowment Book | Spencer Fund | Estate: Frederick A. Spencer | | 143,109.84 | H | General Purpose | P/R - H I/UR - H |
| Endowment Book | Margaret W. Steele Memorial Fund | Estate: Hiram Milroy Steele | Margaret W. Steele | 5,000.00 | H | General Purpose | P/R - H I/UR - H |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|----------------|----------------------------|------------------------------|-----------|-----------------------------------|------------------------|--|---|
| Endowment Book | Carlisle B. Tuttle Bequest | Estate: Carlisle B. Tuttle | | \$ 10,000.00 | H | General Purpose - Outright bequest placed in general endowment fund pending possible later earmarking for specific purpose (Ex. Comm. 4/10/59) | P/UR - H I/UR - H |
| Colonial Bank | Oscar Warner Fund | Estate: Oscar Warner 2/29/32 | | Original Assets approx 480,000.00 | H | General Purpose - Like Hopkins Trust, however, if a Hospital is ever built in Naugatuck, the fund reverts to the Naugatuck Hospital. | P/R - B I/UR - B (Colonial) SP |

3. LISTING OF FUNDS

c. Special Funds

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|---|---------------------------------------|--|-----------|---|------------------------|--|---|
| Will Folder | Adolf C. Blechner Fund | Gift: Mrs. Adolf C. Blechner | | \$ 4,000.00 | H | Special Fund - To defray expenses of student nurses. | P/R - H I/R - H SP |
| Minutes 286,301 T.R. 12/13/20 T.R. 12/12/21 | Mary Kingsbury Bull Fund | Gift: Miss Edith D. Kingsbury | | 10,000.00 | H | Endowment - Furnish and endow childrens' ward. Sufficient principal was to be sold for payment of furnishing with balance held in trust. "Interest accruing against future withdrawal for replenishment." [Of Furnishings?] | P/R - H I/R - H SP |
| Fund File | Theodore F. Bevans Memorial Fund | Subscriptions 63-? | | 1,666.11 in 1964 | H | Special Fund - To be used for benefit of children hospitalized in Waterbury Hospital. | P/R - H I/R - H SP |
| Minutes 476 T.R. 10/1/34 T.R. 9/30/35 Endowment Book | Alice Morton Chase Fund | Estate: Alice H. Chase Died: 5/6/33 | | 10,000.00 | H | Chase Dispensary Endowment - Income for maintenance and operation of Chase Dispensary. Income reverts to Waterbury Foundation if dispensary is discontinued. | P/R - H I/R - H |
| Minutes 416-419 | Henry Sabin Chase Memorial Dispensary | Gift: H.S. Chase Company 1929 Mrs. H.S. Chase Miss Edith Chase 1927-29 | | Dispensary Building and 18,000.00 300,000.00 added | | Chase Dispensary Endowment - For maintenance and operation of the Chase Dispensary. Principal reverts to Waterbury Foundation if dispensary is discontinued. Additional gifts must be administered under same terms unless otherwise stated. | P/R - H I/R - H SP |
| Minutes 435 T.R. 12/8/30 Endowment Book | Henry Matthew Chipman Fund | Estate: Henry Matthew Chipman 8/3/17 | | 300.00 | Per Will H | Special Fund - To provide medical care for Mr. Chipmans 3 nephews. Upon their deaths, \$300 becomes property of Hospital. Nephews considered "Probably Dead" in 1956. | P/UR - H I/UR - H (if nephews dead) |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|------------------------|---|---|-----------|---------------------------------------|------------------------|---|----------------------------------|
| Minutes BOT 4/13/62 | Katherine L. Conroy Fund | Gift: Katherine L. Conroy 7/8/71 | | \$ 25,000.00 | | Special Fund - Placed in Building Fund pending transfer to endowment. Mrs. Conroy made other large contributions for capital purchases (memory of W.H. Conroy) and scholarship aid which have apparently been used. | P/R - H I/UR - H |
| | Chase Dispensary Eyeglass Fund | Gift: Waterbury Hospital Aid Society 1966 | | 1,500.00 | | Special Fund - Money in capital purchase and replacement fund. | P/R - H I/R - H |
| Will Folder | Doctor's Prize | Gift: Mrs. Frank H. Sebring 9/19/65 | | 50 Shares Sears & Roebuck Stock | H | Provides annual prize of \$350. to Senior Resident in Medicine and/or Surgery who completes & publishes a research project while at Hospital. Both principal and income may be used. Unused income may be used for general purpose. Both principal and income become unrestricted in 1975. | P/R - H I/R - H Until 1975 |
| | Educational Fund | Physicians Donations | | 2,958.00 in 1966 | | Special Fund for further education of interns and residents. A savings account. | |
| Endowment Book | Education Seminar Fund (Was "Sarann B. Kazanjian Student Nurse Scholarship Fund") | Gift: Mrs. Sarann B. Kazanjian | | 10,000.00 | H | Special Fund - To defray expenses of student nurses during training (Grants & Loans). Special consideration to Miss Rita Fidalgo and students from Waterbury and surrounding towns. Mrs. Kazanjian is to receive an annual report of the uses of this money. (Mrs. Kennelly directed income to be used for education of hospital employees.) | P/R - H I/R - H SP |

| SOURCE | NAME OF FUND | ESTABLISHED BY | MEMORY OF | AMOUNT | DESIGNATES BENEFICIARY | PURPOSE, SPECIAL RESTRICTIONS, COMMENTS | CLASS |
|----------------|--|---|---------------------------------|---|------------------------|---|--------------------------|
| | Improvements for Maternity Patient Care Fund | Gift: George Goss | | \$ 2,000.00 Original gift now worth about \$2,600. In a savings account. | H | Special Fund - Given to Hospital prior to construction of West Wing. Seldom if ever used. | P/R - H I/UR - H |
| Will Folder | Merritt Heminway Merriman Memorial Fund | Various Gifts | Merritt Heminway Merriman, M.D. | 1,060.00 by 8/30/66 | Hospital Committee | Special Fund - To defray expenses of lab personnel attending scientific meetings. | P/R - H I/R - H SP |
| Endowment Fund | Special Medical Fund (or Junior League Fund) | Gift: Junior League of Waterbury 2/37 | | 2,000.00 9/30/70 | H | Special Fund - To purchase drugs for clinic patients (per 1937 annual report) | P/R - H I/R - H SP |
| | Eunice Panneton Fund 1966 | Will: George Panneton - Set up special trust for poor and needy | | Pays \$400.- \$500. annually | | Special Fund - For poor and needy as deemed by Social Services department. Hospital is apparently one of many income beneficiaries. This is <u>not</u> a hospital fund. | P/R - B I/R - B SP |
| Will Folder | Morris Stein Fund | Gift: Friends of Morris Stein and Dorothy Stein | | 300.00 | H | Special Fund - Student Nurse Scholarship | P/R - H I/R - H SP |
| Will Folder | Charles H. Swenson | 10/10/56 | | 250.00 | H | Special Fund - For magazine subscriptions | |
| | Elizabeth Wassaic | Estate: Elizabeth Wassaic 3/12/59 | | 1,000.00 | H | Special Fund - To be used as scholarship aid to students. Apparently intended for housekeeping personnel, but has been used by the Nursing School. | P/R - H I/R - H SP |
| | X-Ray Student Fund | Students contributions | | 1,050.00 in 1966 | | Special Fund - To pay cost of x-ray course. This fund (a savings account - Auxiliary Fund #539-5) is no longer active & has probably been spent. | |

B. LISTING OF FUNDSd. Unrestricted Gifts to General Endowment Fund

The following is a list of outright gifts and bequests which were placed in the General Endowment Fund at the Hospital's option. Hence, neither principal nor income are restricted in any way. (Except, note comment on bequest of Theresa M. Platt).

| NAME | DATE | AMOUNT | SPECIAL CONDITIONS OR COMMENTS |
|-----------------------|------------------|-------------|--|
| Adele M. Adt | Died 6/8/17 | \$ 1,511.65 | |
| Alice R. Baker | 1947 | 435.25 | |
| Amelia C. Benedict | Died 5/6/21 | 54,015.00 | Paid 4/26/22 - 4/6/25 |
| Amelia C. Benedict | 4/24/39 | 8,000.00 | Principal of fund set up for E. H. Johnson - Died 4/5/39 |
| Charlotte F. Blackman | Died 11/14/10 | 2,000.00 | Received 1911 |
| Daniel B. Blackmar | | 440.00 | Annual Report 1932-33 |
| Frances R. Bryan | Died 4/11/18 | 6,024.70 | Received 1927 |
| Edmund S. Burke | Died 1/21/66 | 5,000.00 | Received 8/66 - 5/67 |
| John M. Burrall | Died 2/12/08 | 1,000.00 | |
| Herbert P. Camp | Died 11/24/12 | 1,000.00 | Received 1927 |
| Frank E. Castle | Died 9/4/23 | 96,889.96 | T.R. says \$75,299.58 |
| Irving Hall Chase | 1/21/52 | 3,000.00 | |
| Sarah V. Chipman | Died 3/3/45 | 49,995.22 | Received 8/30/46 |
| Charles A. Colley | Died 4/8/26 | 39,965.62 | |
| Ralph Marshal Dawson | 12/4/72 | 56,977.38 | |
| Abbie T. Dudley | Died 7/6/90 | 475.00 | Received 1911 |
| Jared E. Gaylord | | 10,000.00 | |
| Margaret Gorman | Died 12/21/91 | 9,441.40 | Received 1893 |
| Alice A. Hall | 1909 | 5,881.11 | |
| Robert W. Hill | Died 7/16/09 | 500.00 | Received 1910 |
| Samuel Joseloff | 1956-57 | 142,885.49 | |
| Babette Kaiser | Died 6/25/25 | 200.00 | Received 1926 |
| Mary Chase Kimball | 7/26/51 | 2,516.01 | |

| NAME | DATE | AMOUNT | SPECIAL CONDITIONS OR COMMENTS |
|-----------------------|-------------------|--------------|--|
| Elisha Leavenworth | Died 1/6/11 | \$ 62,979.45 | Received 1912-1925 (Plus \$200. in 1966) |
| E. C. Lewis | Died 2/24/01 | 4,850.00 | Received 1903 |
| Marguerite Margow | 5/24/66 | 1,321.69 | |
| Mary B. Mannweiler | 6/22/67 | 15,962.52 | To Building Fund |
| Edward F. Merriman | Died 6/28/09 | 200.00 | Received 1910 |
| Sarah M. Merriman | Died 2/20/03 | 1,000.00 | |
| Mary L. Mitchell | 10/1/04 | 8,000.00 | |
| Mary L. Mitchell | Died 4/19/11 | 5,000.00 | |
| Robert W. Nelson | 5/21/74 | 500.00 | |
| Rev. William M. Owen | Died 1952 | 100.00 | |
| Ralph H. Paine | 5/10/74 | 1,000.00 | Principal of a Trust |
| George Partree | 5/2/25 | 15,500.00 | Original Book Value \$6,874.98 (i.e. amount may be market value) |
| Henry H. Peck | Letter 5/13/21 | 317,328.36 | Of this, \$188,446.09 was received during Mr. Peck's life time, and \$128,882.27 received from his estate. |
| Emerette A. Perkins | 5/13/31 | 1,000.00 | |
| Agnes DuBois Phillips | Died 6/28/16 | 10,000.00 | Received 1917 |
| Edward T. Root | Died 10/6/10 | 1,000.00 | Received 1911 |
| Balthas Schlegel | Died 6/20/10 | 200.00 | Received 1912 |
| Charles Scott | Died 10/5/93 | 5,000.00 | Received 1894 |
| W. C. Scott | 1908 | 500.00 | |
| Mary A. Smith | Died 9/14/07 | 500.00 | Received 1909 |
| Algernon E. Taylor | 11/7/66 | 500.00 | |
| Thomas S. Tovey | 1948 | 4,893.93 | |
| Cornelius Tracy | Died 1/24/19 | 2,000.00 | Received 1920 |
| Bronson B. Tuttle | Died 9/12/03 | 10,000.00 | Received 1904 |
| Louis I. Watkins | 1947 | 500.00 | |
| Nelson J. Welton | Died 6/5/17 | 5,000.00 | Received 1918 |

| NAME | DATE | AMOUNT | SPECIAL CONDITIONS OR COMMENTS |
|------------------------|---------|--------------|--------------------------------|
| Gertrude B. Whittemore | | \$ 40,000.00 | Annual Report 1942 |
| Elizabeth Wassaic | | 1,160.76 | |
| Louis Ira Watkins | 5/20/47 | 500.00 | |

\$1,014,650.00

e. Unrestricted Bequests For Which Disposition Is Unknown (but probably have been spent)

| NAME | DATE | AMOUNT | SPECIAL CONDITIONS OR COMMENTS |
|------------------------|----------|-------------|--------------------------------|
| William P. Arnold | 11/17/71 | \$ 1,000.00 | |
| Samuel H. Greenburg | 1970 | 1,000.00 | |
| Henrietta T. Greenburg | 1973 | 1,500.00 | |
| Wesley Jermoluk | 12/14/55 | 2,070.16 | |
| Alice Platt Jones | 1/9/41 | 17,427.81 | (Approximately) |
| Emily F. Kellogg | 5/63 | 5,000.00 | |
| James H. Lahey | 5/13/57 | 2,500.00 | Memory of Anna Costello |
| Joseph G. Levin | 5/15/57 | 100.00 | |
| Irving E. Prior | 1/18/57 | 500.00 | |
| Cora L. Ross | 1/6/56 | 5,000.00 | |
| Dora Winnikoff | 1/23/63 | 5,023.35 | |
| Abraham S. Zucker | 6/14/57 | 100.00 | |

J. H. Tobin/jtr
8/8/74

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Eugene C. Adt Fund

Established by Will of Adele M. Adt, Waterbury, Conn.

Condition of Gift.

The First Article of the Will of Adele M. Adt reads
as follows:

FIRST ARTICLE.

I give and bequeath to the Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut and located in said Waterbury, the sum of five thousand dollars (\$5,000) to be held by said corporation and its successors forever, as a fund to maintain a free cot in and under the auspices of said Hospital, to be known as the "Eugene C. Adt Free Cot".

Treasurer's Report 1918 shows receipt of this fund.

**BENEDICT, THE
GEORGE H.**

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund George H. Benedict Bed Fund

Established by Will of George H. Benedict

Condition of Gift.

Mr. Benedict's Will provided for the life use of the residue of his estate to his wife, Susan M. Benedict. After her death he provides for a gift to the Waterbury Hospital as follows:

" * * to the Hospital in the City of Waterbury, in the State of Connecticut, the sum of Five Thousand (\$5000) dollars, the same to be used for the founding of a free bed in said Hospital."

Will was probated in the Probate Court of Cambridge, Massachusetts.

Extract from Treasurer's Report 1901.

A. M. Blakesley, Treasurer,

In account with Geo. H. Benedict Free Bed.

1901

| | | |
|--------|--|-----------------|
| Dec. 2 | To Cash received from Executor of Estate | \$5,000.00 |
| " | " " " " " " " " for int. | <u>1,650.00</u> |
| | | \$6,650.00 |

George Benedict
eral purposes of the public good, and
to the Hospital in the City of New Haven
in the State of Connecticut, the sum of Five
Thousand (\$5000) dollars, the same to be used for
the founding of a free bed in said Hospital.

Sixth: All the rest, residue and remain-
der of my property, real and personal, which
shall exist at the decease of my said wife, after
the payment of the foregoing legacies and be-
quests, I give, devise and bequeath to my then
heirs at law, to have and to hold to them, their
heirs and assigns forever in equal shares.

Eight: I nominate and appoint Henry L.
Hazen, of Newton, Massachusetts, and Charles C.
Read, of Cambridge, Massachusetts, to be the
executors of this my Last Will and Testament, and I direct
that no surety be required upon the official bond
of any executor or trustee appointed by me under this
will.

In testimony whereof, I hereunto set
my hand and seal, and publish and declare
this to be my Last Will and Testament in the pres-
ence of the witnesses named below, this fourth
day of October in the year Eighteen Hundred
and eighty-eight.

George A. Benedict

Signed, sealed, published and declared by the

BLAKESLEY, EDYTH

LAST WILL AND TESTAMENT

OF

EDYTH A. BLAKESLEY

DOC. NO. 1
ACCT. NO. C2125

BE IT KNOWN TO ALL PERSONS, THAT I, EDYTH A. BLAKESLEY, OF THE TOWN OF WATERBURY, COUNTY OF NEW HAVEN, AND STATE OF CONNECTICUT, BEING OF LAWFUL AGE, OF SOUND AND DISPOSING MIND, MEMORY AND JUDGMENT, DO HEREBY MAKE, PUBLISH AND DECLARE THIS TO BE MY LAST WILL AND TESTAMENT, HEREBY REVOKING ALL PREVIOUS WILLS AND CODICILS HERETOFORE BY ME MADE.

ARTICLE FIRST

I direct that all my just debts, (except such as may be secured by Mortgage), funeral charges, and expenses of settling my estate, be paid and discharged by my Executor, hereinafter named. I direct that all legacy, succession, inheritance, transfer and estate taxes, levied or assessed upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executor out of my estate in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees, or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE SECOND

I direct that a suitable grave marker be purchased to match the marker on the Albert J. Blakesley Plot now in the Evergreen Cemetery.

ARTICLE THIRD

I give and bequeath to MRS. ROBERT A. (Rosetta) CURRIE, of Waterbury, Connecticut, all my household furniture and furnishings, books, pictures, jewelry, wearing apparel, and all other articles of a similar and personal nature, to be hers absolutely, and because of my confidence in the said MRS. ROBERT A. (Rosetta) CURRIE, she is to distribute certain articles as I have instructed in my advice to her.

Should the said MRS. ROBERT A. (Rosetta) CURRIE predecease me, then I direct those personal effects I would have given to the said MRS. ROBERT A. (Rosetta) CURRIE, shall become a part of the residue of my Estate.

ARTICLE FOURTH

I give and devise to the said MRS. ROBERT A (Rosetta) CURRIE, that certain piece or parcel of land, with dwelling house and improvements thereon, situated on the southeasterly side of Pine Street, in the City of Waterbury, County of New Haven, and State of Connecticut, bounded:

Northwesterly: Forty feet, six inches, on Pine Street;
Northeasterly: Sixty-nine feet on land formerly of Burdon P. Hyde;
Southeasterly: Thirty-six and one-half (36-1/2) feet on land formerly of Burdon P. Hyde and on land of Edwin H. Williams (A Passway);
Southwesterly: On land of Ada C. Williams.

Being the same premises conveyed to me from the Estate of Albert J. Blakesley by Certificate of Devise from the Probate Court for the District of Waterbury, dated October 16, 1931, and recorded November 6, 1931, in Waterbury Land Records, Volume 450, Page 638.

I direct that my Executor shall pay taxes, insurance, and water rents in connection with said property, for a period of one (1) year after my death, provided, however, that Mrs. Robert A. (Rosetta) Currie shall occupy the premises. As of the date, one year after my death, the said items shall be prorated in favor of my estate, or in favor of Mrs. Currie, in the manner customarily followed in connection with land conveyancing in the City of Waterbury.

Should the said MRS. ROBERT A. (ROSETTA) CURRIE predecease me, then I direct this Devise I would have given to the said MRS. ROBERT A. (ROSETTA) CURRIE, shall become a part of the residue of my Estate.

ARTICLE FIFTH

I give and bequeath to the said MRS. ROBERT A. (ROSETTA) CURRIE, the sum of Ten Thousand (\$10,000.00) Dollars, to be hers absolutely and forever.

Should the said MRS. ROBERT A. (ROSETTA) CURRIE predecease me, then I direct this legacy I would have given to the said MRS. ROBERT A. (ROSETTA) CURRIE, shall become a part of the residue of my Estate.

ARTICLE SIXTH

I give and bequeath to RUTH B. CLARKE, of Riverside, Connecticut, one hundred fifty (150) shares of the capital stock of The Scovill Manufacturing Company, to be hers absolutely.

Should the said RUTH B. CLARKE predecease me, then I direct the one hundred fifty (150) shares of the capital stock of The Scovill Manufacturing Company shall be distributed to her son, DEFRANCE CLARKE, JR., of Riverside, Connecticut, to be his absolutely.

Should the said RUTH B. CLARKE and DEFRANCE CLARKE, JR., predecease me, then I direct that this legacy be distributed to ELIZABETH JANE CLARKE, of Riverside, Connecticut, to be hers absolutely.

ARTICLE SEVENTH

I give and bequeath to DEFRANCE CLARKE, JR., of Riverside, Connecticut, one hundred (100) shares of the capital stock of The Torrington Company, a Maine corporation, to be his absolutely.

Should the said DEFRANCE CLARKE, JR., predecease me, then I direct the one hundred (100) shares of the capital stock of The Torrington Company shall be distributed to his mother, RUTH B. CLARKE, to be hers absolutely.

Should the said DEFRANCE CLARKE, JR., and RUTH B. CLARKE, predecease me, then I direct that this legacy be distributed to ELIZABETH JANE CLARKE, of Riverside, Connecticut, to be hers absolutely.

ARTICLE EIGHTH

I give and bequeath to CARRIE W. WOODRUFF, of Watertown, Connecticut, the sum of Five Thousand (\$5,000.00) Dollars, to be hers absolutely.

Should the said CARRIE W. WOODRUFF predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE NINTH

I give and bequeath to PAUL COOPER, of Oakville, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be his absolutely.

Should the said PAUL COOPER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE TENTH

I give and bequeath to MARION COOPER, of Oakville, Connecticut, the sum of Five Thousand (\$5,000.00) Dollars, to be hers absolutely.

Should the said MARION COOPER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE ELEVENTH

I give and bequeath to GRACE HALLOWELL COOPER, of Floral Park, Long Island, New York, the sum of Five Thousand (\$5,000.00) Dollars, to be hers absolutely.

Should the said GRACE HALLOWELL COOPER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE TWELFTH

I give and bequeath to EDWARD C. WOODRUFF, JR., of Hazardville, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be his absolutely.

Should the said EDWARD C. WOODRUFF, JR., predecease me, than I direct that the sum which he would otherwise have taken shall become a part of the residue of my Estate.

ARTICLE THIRTEENTH

I give and bequeath to ELSIE W. ROBERTS, of Thomaston, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be hers absolutely.

Should the said ELSIE W. ROBERTS predecease me, then I direct that this legacy shall be distributed to CARRIE W. WOODRUFF, to be hers absolutely.

Should the said ELSIE W. ROBERTS and CARRIE W. WOODRUFF both predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE FOURTEENTH

I give and bequeath to HELEN G. BANGS, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be hers absolutely.

Should the said HELEN G. BANGS predecease me, then I direct that this legacy shall be distributed to her sister, GRACE E. BANGS, of Waterbury, Connecticut, to be hers absolutely.

Should the said HELEN G. BANGS and the said GRACE E. BANGS predecease me, then I direct that this legacy shall become a part of the residue of my estate.

ARTICLE FIFTEENTH

I give and bequeath to RICHARD W. COER, of Prospect, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be his absolutely.

Should the said RICHARD W. COER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE SIXTEENTH

I give and bequeath to ROBERT CURRIE, of Waterbury, Connecticut, husband of MRS. ROBERT A. (Rosetta) CURRIE, the sum of One Thousand (\$1,000.00) Dollars, to be his absolutely.

Should the said ROBERT CURRIE predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE SEVENTEENTH

I give and bequeath to the WATERBURY DAY NURSERY ASSOCIATION, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE EIGHTEENTH

I give and bequeath to THE VISITING NURSES' ASSOCIATION, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE NINETEENTH

I give and bequeath to THE BUNKER HILL CONGREGATIONAL CHURCH, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees of said Church for the upkeep and benefit of the Church, as they may so determine.

ARTICLE TWENTIETH

I give and bequeath to THE EVERGREEN CEMETERY ASSOCIATION, of Watertown, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be used by the Trustees of said Association for the general upkeep of the Cemetery.

ARTICLE TWENTY-FIRST

I give and bequeath to the SOUTHMAYD HOME, INC., of Waterbury, Connecticut, the sum of Five Thousand (\$5,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE TWENTY-SECOND

I give and bequeath to THE WATERBURY BRANCH, CANCER SOCIETY, of Waterbury, Connecticut, the sum of Two Thousand (\$2,000.00) Dollars, to be used by the Trustees thereof as they may so determine.

ARTICLE TWENTY-THIRD

I give and bequeath to the SURINE HOME FOR CRIPPLED CHILDREN, of Springfield, Massachusetts, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE TWENTY-FOURTH (a)

I give and bequeath to the UPLAND SANATORIUM, of Pleasant Hill, Tennessee, the sum of Two Thousand (\$2,000.00) Dollars, to be used by the Trustees for the care of needy patients.

ARTICLE TWENTY-FOURTH (b)

I give and bequeath to the AMERICAN BIBLE SOCIETY, of 450 Park Avenue, New York, New York, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE TWENTY-FIFTH

I give and bequeath to THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars, IN TRUST, HOWEVER, for the following uses and purposes:

(a) To invest and reinvest the same, and to collect and receive the interest, income and profits therefrom, and, after paying all taxes and other expenses incident to the operation of said Trust or Trust Fund, to pay the net income therefrom to the WATERBURY GIRL'S CLUB, of Waterbury, Connecticut, in installments, as shall be mutually agreed upon. In the event that the WATERBURY GIRL'S CLUB shall be terminated for any reason, the principal and any unexpended income shall be transferred to the ELISHA LEAVENWORTH FOUNDATION, of Waterbury, Connecticut, and this Trust shall thereupon terminate.

ARTICLE TWENTY-SIXTH

All the rest, residue and remainder of my Estate, of every kind and description, both real and personal, of whatsoever the same may consist, and wheresoever the same may be situated, of which I may die seized and possessed, or to which I may be entitled at the time of my death, I give, devise and bequeath the same to THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, IN TRUST, HOWEVER, and to be held in perpetuity for the charitable uses and purposes hereinafter expressed, that is to say:

(a) To invest and reinvest the same, and to collect and receive the interest, income, and profits therefrom, and, after paying all taxes and other expenses incident to the operation of said Trust Fund, which shall be known as the AUGUSTUS M. AND ALBERT J. BLAKESLEY FUND, to disburse the income thereof as hereinafter provided.

(b) To pay the net income of the Trust Fund to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be used by it as a Free Bed Fund for the benefit of members of The Second Congregational Church of Waterbury, Inc., who are considered by the Trustees of The Second Congregational Church of Waterbury, Inc., as worthy ill cases requiring financial assistance. In such cases, it is my intention that The Waterbury Hospital shall use said Free Bed Fund to pay all hospital expenses incurred by such members of The Second Congregational Church of Waterbury, Inc., while patients therein.

(c) In the event that said The Waterbury Hospital shall be merged into or taken over by another private, nonprofit hospital, the said Trustee shall make payment to the successor corporation. In the event that the said The Waterbury Hospital shall terminate its existence the said Trustee shall have the power to send such income to such hospital, operating in the City of Waterbury, or serving the public of the City of Waterbury, as it may, in its judgment, select.

ARTICLE TWENTY-SEVENTH

I direct that all cash bequests be paid either in cash or in securities having an equivalent value, to be determined as my Executor may so desire.

ARTICLE TWENTY-EIGHTH

I do hereby authorize and empower my said Executor and Trustee, in its respective capacities, if, in its discretion it shall deem it expedient, to sell, either at public or private sale, and at such time and in such manner, and upon such terms and conditions as it may deem most advantageous and for the best interest of my Estate or Trusts, the whole or any part or interest in any stocks, bonds, mortgages, real estate (except such stocks specifically bequeathed above, and except such real estate specifically devised above), or other evidence of indebtedness belonging to my Estate or Trusts, and to execute and deliver any and all conveyances, deeds, mortgages, satisfactions, releases, assignments, or other instruments that may be necessary or proper to transfer said property or to carry out the intention of this provision and to give effect to the provisions contained in this, my Last Will and Testament.

ARTICLE TWENTY-NINTH

The Trustee shall not be limited or restricted by law relating to the investment of Trust Funds, but shall have authority to invest and reinvest the Trust Fund in securities deemed advisable by it, without liability for loss of, or on, such investments as are made by it in the exercise of honest judgment and good faith.

ARTICLE THIRTIETH

I hereby nominate, constitute and appoint THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, Executor of this, my Last Will and Testament, without bonds, and authorize it to sell and convey any or all of the property of my Estate, except as specifically bequeathed and devised above, without an Order of Court, and upon such terms and conditions as it may deem advisable.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 8th day of March, 1961.

.....EDYTH A. BLAKESLEY..... (L.S.)
Edyth A. Blakesley

Signed, sealed, published and declared as and for her Last Will and Testament by the Testatrix, EDYTH A. BLAKESLEY, in our presence, who, in her presence, and in the presence of each other, and at her request, have hereunto subscribed our names as witnesses, this 8th day of March, 1961.

HARRIET B. ANDERSON)
)
LILLIAN F. ABEL) WITNESSES
)
EARL AVERY)

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN) ss: Waterbury, March 8, 1961

We, the attesting witnesses to the foregoing Will of EDYTH A. BLAKESLEY, make affidavit and say: That we attested the within and foregoing Will and subscribed the same in the presence of and at the request of the Testatrix and in the presence of each other; that the said Testatrix signed, sealed, published and declared the said instrument as and for her Last Will and Testament, in our presence, on the 8th day of March, 1961; and at the time of the execution of said Will and Testament, said Testatrix appeared to be of full age, of sound and disposing mind, memory and judgment, and under no improper influence or restraint; to the best of our knowledge and belief, and we further depose and say that this affidavit is made at the request of said Testatrix, EDYTH A. BLAKESLEY.

HARRIET B. ANDERSON
LILLIAN F. ABEL
EARL AVERY

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss: Waterbury, March 8, 1961

Then personally appeared HARRIET B. ANDERSON, LILLIAN F. ABEL, and EARL AVERY, who subscribed the foregoing affidavit and made solemn oath to the truth of the same, before me,

MAX R. TRAURIG
Max R. Traurig
Notary-Public
Commissioner of the Superior Court

July 1992

The Reverend Robert B. Patterson
Senior Minister
The First Congregational Church
222 West Main Street
Waterbury, Connecticut 06702

Dear Mr. Patterson:

THE EDYTH BLAKESLEY FUND

This letter should clarify the understanding we have reached regarding the disbursement of funds under the above-referenced estate.

Purpose of Fund:

To provide funds to be used to pay any remaining obligation payable to Waterbury Hospital for services rendered to members of the First Congregational Church (successor of the Second Congregational Church). "Remaining obligation" is defined as those balances on accounts which are outstanding after all other third-party payments have been received (i.e., the self-pay balance).

Eligibility Criteria:

Members of such church shall be eligible for application of these funds in payment of their self-pay balance at Waterbury Hospital if considered by the Trustees of such church to be "worthy in all cases requiring financial assistance."

Limitations:

Funds may only be made payable to Waterbury Hospital. Disbursements from the fund are considered payment of last resort, i.e., after all third-party payments have been made. Total disbursement of funds may not exceed available fund income.

In order to meet both the intent of the will and the obligation of the Hospital to see that the funds are used for the intended purpose, the Hospital proposed the following arrangement:

The Reverend Robert G. Patterson
July 1992
Page 2

The attached form must be completed and submitted to our Patient Accounts Department along with a true copy of the minutes of the meeting where such discussion took place and was approved. Upon receipt of this request, the Patient Accounts Department will verify the patient name, account number, and self-pay balance. The Patient Accounts Department will then request a check from the bank in the amount authorized payable to Waterbury Hospital to satisfy the outstanding obligation.

I hope this letter clarifies our agreement on the process to be followed. Inquiries about verification of the appropriate account balance may be made by contacting Pat Smith at 573-6285.

A copy of this letter is for your files. Please sign and return a copy for our records.

Sincerely,

Colleen M. Scott, CPA
Vice President of Finance

cag/j07a

The Reverend Robert G. Patterson
Senior Minister
First Congregational Church

cc: B. Palmer, Esq.
T. Upson
A. Nalewaik
S. Conatantion

FIRST CONGREGATIONAL CHURCH
Member Eligibility Certification
Edyth A. Blakesley Fund

Patient Name: _____

Waterbury Hospital
Account Number: _____

Funds Approved:
(Amount may not exceed true self-pay balance.)

The Trustees of the First Congregational Church of Waterbury,
Inc., at its meeting of _____ :
(date)

CERTIFY: That the above-named patient is a member of the First
Congregational Church.

CERTIFY: That the Trustees have determined that such member
meets the eligibility criteria of "worthy ill
requiring financial assistance" under the terms of
the will of Edyth A. Blakesley.

RESOLVED: That the Trustees authorize payment of \$ _____
payable to Waterbury Hospital to satisfy the
remaining self-pay balance on member's account.

Signed by _____
Secretary of the Trustees

Attachment: Copy of true minutes

(Affix corporate seal here)

10/11/71
Ltr

The Reverend Robert E. Patterson
Senior Minister
The First Congregational Church
222 West Main Street
Waterbury, Connecticut 06702

Dear Mr. Patterson:

RE: THE EDYTH BLAKESLEY FUND

This letter should clarify the understanding we have reached regarding the disbursement of funds under the above-referenced estate.

Purpose of Fund:

To provide funds to be used to pay any remaining obligation payable to Waterbury Hospital for services rendered to members of the First Congregational Church (successor of the Second Congregational Church). "Remaining obligation" is defined as those balances on accounts which are outstanding after all other third-party payments have been received (i.e., the self-pay balance).

Eligibility Criteria:

Members of such church shall be eligible for application of these funds in payment of their self-pay balance at Waterbury Hospital if considered by the Trustees of such church to be "worthy in cases requiring financial assistance."

In order to meet both the intent of the will and the obligation of the Hospital to see that the funds are used for the intended purpose, the Hospital has proposed the following arrangement:

Limitations:

Funds may only be made payable to Waterbury Hospital. Funds disbursed from the fund are considered of last resort, i.e., after all third-party payments have been made. Total disbursement of funds may not exceed available fund income.

The Reverend Robert G. Patterson

July 1992

Page 2

The attached form must be completed and submitted to our Patient Accounts Department along with a true copy of the minutes of the meeting where such discussion took place and was approved. Upon receipt of this request, the Patient Accounts Department will request a check from the bank in the amount authorized payable to Waterbury Hospital to satisfy the outstanding obligation.

I hope this letter clarifies our agreement on the process to be followed. Inquiries about verification of the appropriate account balance may be made by contacting Pat Smith at 573-6285.

A copy of this letter is for your files. Please sign and return a copy for our records.

Sincerely,

Colleen M. Scott, CPA
Vice President of Finance

cug/j07a

The Reverend Robert G. Patterson
Senior Minister
First Congregational Church

FIRST CONGREGATIONAL CHURCH
Member Eligibility Certification
Edyth A. Blakesley Fund

Patient Name: _____

Waterbury Hospital

Account Number: _____

Funds Approved:

(Amount may not exceed true self-pay balance.)

The Trustees of the First Congregational Church of Waterbury,
Inc., at its meeting of _____
(date)

CERTIFY: That the above-named patient is a member of the First
Congregational Church.

CERTIFY: That the Trustees have determined that such member
meets the eligibility criteria of "worthy ill
requiring financial assistance: under the terms of
the will of Edyth A. Blakesley.

RESOLVED: That the Trustees authorize payment of \$ _____
payable to Waterbury Hospital to satisfy the
remaining self-pay balance on member's account.

Signed by _____
Secretary of the Trustees

(Affix corporate seal)



CHASE



July 1, 1992

John Tobin, President
Waterbury Hospital
64 Robbins Street
Waterbury, Connecticut 06708

Re: #20080449 Edyth Blakesley t/u/w

Dear Mr. Tobin:

The Chase Manhattan Bank of Connecticut, N.A., as successor to Citytrust, is Trustee of the above referenced trust created under Article Twenty-Sixth of the Will of Edyth Blakesley, and provides as follows:

ARTICLE TWENTY-SIXTH

All the rest, residue and remainder of my Estate, of every kind and description, both real and personal, of whatsoever the same may consist, and wheresoever the same may be situated, of which I may die seized and possessed, or to which I may be entitled at the time of my death, I give, devise and bequeath the same to THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, IN TRUST, HOWEVER, and to be held in perpetuity for the charitable uses and purposes hereinafter expressed, that is to say:

(a) To invest and reinvest the same, and to collect and receive the interest, income, and profits therefrom, and, after paying all taxes and other expenses incident to the operation of said Trust Fund, which shall be known as the AUGUSTUS M. AND ALBERT J. BLAKESLEY FUND, to disburse the income thereof as hereinafter provided:

(b) To pay the net income of the Trust Fund to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be used by it as a Free Bed Fund for the benefit of members of The Second Congregational Church of Waterbury, Inc., who are considered by the Trustees of the Second Congregational Church of Waterbury, Inc., as worthy individuals requiring financial assistance. In such cases, it is my intention that The Waterbury Hospital shall use said Free Bed Fund to pay all hospital expenses incurred by such members of The Second Congregational Church of Waterbury, Inc., while patients therein.

2/John Tobin, President
Waterbury Hospital
July 1, 1992

(c) In the event that said The Waterbury Hospital shall be merged into or taken over by another private, nonprofit hospital, the said Trustee shall make payment to the successor corporation. In the event that the said The Waterbury Hospital shall terminate its existence the said Trustee shall have the power to send such income to such hospital, operating in the City of Waterbury, or serving the public of the City of Waterbury, as it may, in its judgment, select.

As you know, The First Congregational Church of Waterbury, Inc. is the successor to The Second Congregational Church of Waterbury, Inc.. I understand that you will be meeting with representatives of the Church to work out the details of applying the net income in accordance with the provisions of the Trust.

Enclosed is a check in the amount of \$103,103.77 which represents the net income of the trust as of December 31, 1991. As Trustee, we will be remitting net income distributions on September 30, 1992 and every three months thereafter on the 30th of each quarter. The quarterly net income distributions will be mailed to the attention of the Director of Patient Accounts at the hospital.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Richard P. Cella
Second Vice President
and Trust Officer

RPC/t
Enclosure

cc: Alan Birmingham, Esq.
Thomas F. Upson, Esq.
Rev. Robert Patterson, First Congregational
Church of Waterbury, Inc.
Chairman, Board of Trustees, First Congregational
Church of Waterbury, Inc.

No. 1082335

AMOUNT

\$103,103.77

CHASE

The Chase Manhattan Bank of Connecticut, N.A.
Bridgeport, Connecticut 06604

DATE 06/29/92

PAY ONE HUNDRED THREE THOUSAND ONE HUNDRED ---
TO THREE DOLLARS AND SEVENTY-SEVEN CENTS-----
THE

ORDER OF

THE WATERBURY HOSPITAL
BLAKESLEY FREE BED FUND FBO
MEMBERS OF FIRST CONG
CHURCH OF WATERBURY
64 ROBBINS ST
WATERBURY CT 06708

[Signature]
AUTHORIZED SIGNATURE

⑆ 1082335⑆ ⑆ 021003661⑆ 1220142008⑆

The Chase Manhattan Bank of Connecticut, N.A.
Bridgeport, Connecticut 06604

PLEASE DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

06/29/92

ACCOUNT #20080449

DISP 0
OFF 26

EDYTH BLAKESLEY, TRUST UNDER WILL FOR THE BENEFIT OF
WATERBURY HOSPITAL, CITYTRUST, TRUSTEE

TRANSFER TO THE WATERBURY HOSPITAL
BLAKESLEY FREE BED FUND FBO MEMBERS OF FIRST CONG
CHURCH OF WATERBURY 64 ROBBINS ST
WATERBURY CT 06708 NET INCOME BALANCE AS OF
12/31/91 FOR DISTRIBUTION TO WATERBURY HOSPITAL

NET AMOUNT DEBITED
INCOME \$103103.77

BRISTOL, BENJAMIN
HIEL

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Benjamin Hiel Bristol Memorial Fund

Established by Bennet B. Bristol, Edgar H. Bristol, Sarah Bristol Smith and Bertha Bristol Tracy, children of Benjamin Hiel Bristol.

Condition of Gift.

Letter accompanying gift, addressed to the Waterbury Hospital, reads as follows:

December 23, 1924

Waterbury Hospital,
Waterbury, Conn.

Gentlemen:

I send you herewith check in the amount of \$10,000, representing a gift to your institution from Bennet B. Bristol, Edgar H. Bristol, Sarah Bristol Smith, and Bertha Bristol Tracy, in memory of their father, Benjamin Hiel Bristol, for the purpose of endowing a room in the Waterbury Hospital to be known as the Benjamin Hiel Bristol Memorial Room.

It is not the desire of the donors to surround this gift with conditions, but they would appreciate an understanding whereby Mrs. Bertha Bristol Tracy, one of the donors and the only one residing in Waterbury, would have the privilege, during her lifetime, of nominating beneficiaries to receive hospitalization from the proceeds of this fund. Mrs. Tracy would exercise this privilege only occasionally, I believe, and at other times the nomination of beneficiaries would be left to the discretion of hospital officials.

If this arrangement is satisfactory to you, I would greatly appreciate from you an acknowledgement of the acceptance of this gift and an expression of your willingness that Mrs. Tracy should exercise the privileges above described.

Yours very sincerely

Thomas F. Moore

Assistant Trust Officer

Citizens and Manufacturers
National Bank

Acknowledged by Mr. Elton S. Wayland
January 22, 1925

Treasurer's Report 1925 shows receipt of this fund.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Henry Bronson Bed Fund

Established by Mr. Henry Bronson

Condition of Gift.

Letter accompanying gift received from Mr. Henry Bronson reads as follows:

New Haven, Mch 9, 1889

F. J. Kingsbury, Esq. Pres.

My dear Sir,

Inclosed you will find my check for \$10000, the avails of which I give to the "Waterbury Hospital" on these conditions:-

- I. The sum given is to constitute a perpetual fund for the support of Free beds in said Hospital.
- II. It must be invested in some securities yielding a reliable income which income, as it accrues, must be invested with the same care as the original gift and added to the fund annually.
- III. If losses accrue from any cause these must be made good, and better care taken of the remainder.
- IV. When losses (if any) of every kind have been made good, & five years from this date have elapsed, the income from the entire fund, & the income only, may be used for the support of free beds, thus carrying out the purpose of the donor.
- V. Changes may be made in the conditions above named with the consent of the parties interested.

Respectfully yours,

Henry Bronson

If this gift is accepted, please enter this letter on the Hospital record book and send a certified copy of that record to me.

H. B.

The following note was appended to above letter by Mr. F. J. Kingsbury.

It seems to me that this income is now available for any purpose to which the Ex. Com. see fit to apply it, and if unapplied I suppose it accumulates and does not go to general expense.

May 11, 1894.

F. J. Kingsbury.

(For accumulations of first five years see next page.)

Went 14 on, Mch 9/4
F.P. Kingsbury, Esq. Am.
My dear Sir,

Enclosed

You will find my check
for \$1000, the avails of which
I give to the "Wentbury Hospi-
tial" on these conditions:—

I. The sum of sum is to consti-
tute a perpetual fund for the
support of Wentbury Hospi-
tial

II. It must be invested in sound
securities yielding a reliable
income which income, as it

accrues, must be invested
the same as the original gift
added to the fund annually.

III. If losses occur from any cause,
these must be made good,
& better care taken of the re-

mainder, (if any)
when losses of any kind

can be made good, & funds from this date have dated, the income from the entire fund, & the income only may be used for the support of free-labs, then carrying out the purchase of the drawings.

Changes ^{made} made in the conditions above named with the consent of the parties are invited. Respectfully yours,

Henry Johnson

If this gift is accepted, please return this letter with ~~the receipt~~ ~~the receipt~~ ~~the receipt~~ & send a copy of the original copy of that receipt to me.

It seems to me that this income is not available for any purpose but the sale of the property - and I supplied the property to the committee, & was not to be given up until July 11, 1894

J. Johnson

THE WATERBURY HOSPITAL

ENDOWMENT OR PERMANENT ROOM OR BED FUND

Will of Helen Smith Bull

late of Middlebury, Connecticut

Date of Death

Refer to letter, dated May 16, 1960 from
Edward G Hazen
Vice President and Trust Officer
The Colonial Bank & Trust Company

ARTICLE SIXTH.

I give and bequeath to THE WATERBURY HOSPITAL of Waterbury, Connecticut, the sum of Ten Thousand Dollars (\$10,000.00), the income only thereof to be used for the establishment and maintenance of a bed in said Hospital for the use of needy and worthy patients, the same to be known as "The C. Sanford Bull Memorial Bed" in memory of my beloved husband, C. Sanford Bull, late of said Middlebury, deceased.

MARGARET &
BURRITT, HARRIETT

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Margaret Burdsall and Harriett Burritt Bed Fund

Established by Will of Edith Porter Burritt, Waterbury, Conn.

Condition of Gift.

Paragraph Fourth of the Will of Edith Porter Burritt
reads as follows:

Fourth

I give and bequeath to The Waterbury Hospital, a corporation chartered by the State of Connecticut, located in Waterbury, Connecticut, * * * *
ALSO the sum of Five Thousand (\$5,000.) Dollars for a free bed to be known as the "Margaret Burdsall and Harriet Burritt Bed Fund", both of the aforesaid sums to be to the said corporation and its successors forever.

Executive Committee and Treasurer's Reports 1927 acknowledge receipt of this fund.

Re: Margaret Burdsall and Harriett Burritt Bed Fund
Re: Edith and Melrose Burritt Bed Fund

(These are both a part of Permanent Bed Funds)

I, EDITH PORTER BURRITT of Waterbury, New Haven County, State of Connecticut, make, publish and declare the following as and for my last WILL and TESTAMENT, hereby revoking any other wills by me heretofore made.

First

I give, devise and bequeath Fifteen Thousand (\$15,000.) Dollars to The Waterbury Trust Company, a corporation organized under the laws of the State of Connecticut and having its office in the City of Waterbury, New Haven County, State of Connecticut, and Frederick W. Chesson of said Waterbury, IN TRUST, to hold, manage, sell, convey, lease, incumber, invest and re-invest according to their best judgment with authority to purchase rights and options for any additional issues of capital stock by companies, whose stocks or bonds are then held by said Trustees as a part of said fund and dispose of the principal and income as follows:

- (a) To pay the net income thereof quarterly to Harriett M. Burritt of Waterbury during the term of her natural life.
- (b) Upon the decease of Harriett M. Burritt, to divide the principal and any unexpended increment, equally among Bessie Temple of Brooklyn, New York, Gertrude Temple of Yonkers, New York, and Gertrude Finch of Larchmont, New York, the same to be theirs absolutely.

Second

I give and bequeath to Elton H. Burritt of Waterbury the sum of Five Thousand (\$5,000.) Dollars, the same to be his and his heirs forever.

Third

I give and bequeath to Fannie E. D. Story of Westchester, the sum of Five Thousand (\$5,000.) Dollars, the same to be hers and her heirs forever.

Fourth

I give and bequeath to The Waterbury Hospital, a corpora-

Edith Porter Burritt

tion chartered by the State of Connecticut, located in Waterbury, Connecticut, the sum of Five Thousand (\$5,000.) Dollars, as a fund for a free bed to be known as the "Edith and Melrose Burritt Bed Fund", also the sum of Five Thousand (\$5,000.) Dollars for a free bed to be known as the "Margaret Burdall and Harriett Burritt Bed Fund", both of the aforesaid sums to be to the said corporation and its successors forever.

Fifth

I give and bequeath to The Boys Club, Incorporated of Waterbury, a duly organized corporation located in said Waterbury, the sum of Five Thousand (\$5,000.) Dollars, the same to be to it and its successors forever.

Sixth

I give, devise and bequeath to Allen L. Story of Westchester, New York, the sum of Five Thousand (\$5,000.) Dollars, the same to be his absolutely.

Seventh

I give, devise and bequeath the sum of Ten Thousand (\$10,000) Dollars to the said Waterbury Trust Company and Frederick W. Chesson, IN TRUST, to hold, manage, sell, convey, lease, incumber, invest and re-invest, according to their best judgment, with authority to purchase rights and options for any additional issues of capital stock by companies whose stocks or bonds are then held by said Trustees as a part of said fund, and dispose of the principal income thereof as follows:

- (a) To pay the net income thereof quarterly to Ruth Burnham Story of Westchester, New York, until she arrives at the age of twenty-five years.
- (b) Upon said Ruth Burnham Story arriving at the age of twenty-five years, the principal and any unexpanded increment shall be paid to her by my said Trustees, provided it appears to my said Trustees, that she is then competent to manage it prudently or as soon thereafter as she may become thus competent.

Edith Porter Burritt

BURRITT, EDITH &
MELROSE

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Edith and Melrose Burritt Bed Fund

Established by Will of Edith Porter Burritt, Waterbury, Conn.

Condition of Gift.

Paragraph Fourth of the Will of Edith Porter Burritt reads as follows:

Fourth

I give and bequeath to The Waterbury Hospital, a corporation chartered by the State of Connecticut, located in Waterbury, Connecticut, the sum of Five Thousand (\$5,000.) Dollars, as a fund for a free bed to be known as the "Edith and Melrose Burritt Bed Fund", * * * both of the aforesaid sume to be to the said corporation and its successors forever.

Executive Committee and Treasurer's Reports 1927 acknowledge receipt of this fund.

Re: Margaret Burdsall and Harriett Burritt Bed Fund
Re: Edith and Melrose Burritt Bed Fund

(These are both a part of Permanent Bed Funds)

I, EDITH PORTER BURRITT of Waterbury, New Haven County, State of Connecticut, make, publish and declare the following as and for my last WILL and TESTAMENT, hereby revoking any other wills by me heretofore made.

First

I give, devise and bequeath Fifteen Thousand (\$15,000.) Dollars to The Waterbury Trust Company, a corporation organized under the laws of the State of Connecticut and having its office in the City of Waterbury, New Haven County, State of Connecticut, and Frederick W. Chesson of said Waterbury, IN TRUST, to hold, manage, sell, convey, lease, incumber, invest and re-invest according to their best judgment with authority to purchase rights and options for any additional issues of capital stock by companies, whose stocks or bonds are then held by said Trustees as a part of said fund and dispose of the principal and income as follows:

- (a) To pay the net income thereof quarterly to Harriett M. Burritt of Waterbury during the term of her natural life.
- (b) Upon the decease of Harriett M. Burritt, to divide the principal and any unexpended increment, equally among Bessie Temple of Brooklyn, New York, Gertrude Temple of Yonkers, New York, and Gertrude Finch of Larchmont, New York, the same to be theirs absolutely.

Second

I give and bequeath to Elton H. Burritt of Waterbury the sum of Five Thousand (\$5,000.) Dollars, the same to be his and his heirs forever.

Third

I give and bequeath to Fannie E. D. Story of Westchester, the sum of Five Thousand (\$5,000.) Dollars, the same to be hers and her heirs forever.

Fourth

I give and bequeath to The Waterbury Hospital, a corpora-

Edith Porter Burritt

tion chartered by the State of Connecticut, located in Waterbury, Connecticut, the sum of Five Thousand (\$5,000.) Dollars, as a fund for a free bed to be known as the "Edith and Melrose Burritt Bed Fund", also the sum of Five Thousand (\$5,000.) Dollars for a free bed to be known as the "Margaret Burdall and Harriett Burritt Bed Fund", both of the aforesaid sums to be to the said corporation and its successors forever.

Fifth

I give and bequeath to The Boys Club, Incorporated of Waterbury, a duly organized corporation located in said Waterbury, the sum of Five Thousand (\$5,000.) Dollars, the same to be to it and its successors forever.

Sixth

I give, devise and bequeath to Allen L. Story of Westchester, New York, the sum of Five Thousand (\$5,000.) Dollars, the same to be his absolutely.

Seventh

I give, devise and bequeath the sum of Ten Thousand (\$10,000) Dollars to the said Waterbury Trust Company and Frederick W. Chesson, IN TRUST, to hold, manage, sell, convey, lease, incumber, invest and re-invest, according to their best judgment, with authority to purchase rights and options for any additional issues of capital stock by companies whose stocks or bonds are then held by said Trustees as a part of said fund, and dispose of the principal income thereof as follows:

- (a) To pay the net income thereof quarterly to Ruth Burnham Story of Westchester, New York, until she arrives at the age of twenty-five years.
- (b) Upon said Ruth Burnham Story arriving at the age of twenty-five years, the principal and any unexpended increment shall be paid to her by my said Trustees, provided it appears to my said Trustees, that she is then competent to manage it prudently or as soon thereafter as she may become thus competent.

Edith Potter Burritt

CASTLE, MARGARET F.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Margaret F. Castle Memorial Bed Fund

Established by Will of Frank E. Castle

Condition of Gift.

Latter part of Paragraph Fourth of Will of Frank E.
Castle reads as follows:

FOURTH - * * * and to said WATERBURY HOSPITAL

I give the further sum of ten thousand (\$10,000) dollars,
the income, increment and profit arising therefrom to be
used by said Hospital in providing and maintaining in said
Hospital a free bed to be designated and known as the
"Margaret F. Castle Memorial Bed."

Executive Committee's and Treasurer's reports 1925 show
receipt of this fund.

I, FRANK E. CASTLE, of Waterbury, New Haven County, Connecticut, make this my last will and testament, hereby revoking, annulling and declaring void all former wills and codicils by me at any time heretofore made.

FIRST

I direct that all my just debts, funeral expenses, and expenses of settling my estate be paid out of my estate by my executor hereinafter named.

SECOND

Of my personal effects, I give, devise and bequeath as follows; to wit—

To BURTON CASTLE, my watch and chain;

To WATERBURY MEDICAL ASSOCIATION, my office furniture and furnishings, my entire library and surgical instruments.

THIRD

I give and bequeath to THE WATERBURY MEDICAL ASSOCIATION of Waterbury, Connecticut, the sum of twenty-five thousand (\$25,000) dollars, the same to be used by said Association in accordance with the provisions of Article Eight of the Constitution and By-Laws of said THE WATERBURY MEDICAL ASSOCIATION, for Building Fund and for said purpose only.

FOURTH

I give and bequeath to THE WATERBURY HOSPITAL of said Waterbury, for its general purposes, the sum of thirty thousand (\$30,000) dollars, and to said WATERBURY HOSPITAL I give the further sum of ten thousand (\$10,000) dollars, the income, increment and profit arising therefrom to be used by said Hospital in providing and maintaining in said Hospital a free bed to be designated and known as the "Margaret F. Castle Memorial Bed."

CHASE, EDITH

Original in our vault.

1/24/71

Conformed copy delivered to
E.M.C. January 24, 1972.

WORK COPY RE INCOME TAX QUESTIONS!

I, EDITH MORTON CHASE, of the Town of Waterbury,
County of New Haven, State of Connecticut, make, publish and
declare the following as and for my last Will and Testament
hereby revoking any other Wills and Codicils by me heretofore
made.

FIRST

I direct that my funeral expenses and all my just debts
be duly paid.

SECOND

I hereby make the following gifts and bequests:

1. Ten Thousand Dollars (\$10,000.00) to my goddaughter,
ANN TWITCHELL, now of New Haven, Connecticut, if she survives me.
2. Ten Thousand Dollars (\$10,000.00) to my godson,
THOMAS HART, now of Ross, California, if he survives me.
3. Ten Thousand Dollars (\$10,000.00) to my godson,
RUFUS STILLMAN, now of Litchfield, Connecticut, if he survives me.
4. Ten Thousand Dollars (\$10,000.00) to RICHARD D. ELY
(for whom I would have been godmother if it had been the custom
of the Congregational Church), now of Woodbury, Connecticut, if
he survives me.
5. Two Hundred Thousand Dollars (\$200,000.00) to
FLORENCE MARTIN CHASE, now of Watertown, Connecticut, if she
survives me.
6. Fifty Thousand Dollars (\$50,000.00) to JOHN ORINTAS,
now of Waterbury, Connecticut, if he survives me, and if he does
not survive me, to his wife, ISABELLE ORINTAS, if she survives me.

7. Twenty-Five Thousand Dollars (\$25,000.00) to BERNARD STAIRS, now of Litchfield, Connecticut, if he survives me, and if he does not survive me to his wife, NORMA STAIRS, if she survives me.

8. Twenty-Five Thousand Dollars (\$25,000.00) to NORMA STAIRS, now of Litchfield, Connecticut, if she survives me, and if she does not survive me to her husband, BERNARD STAIRS, if he survives me.

9. Ten Thousand Dollars (\$10,000.00) to KENNETH MOORE, now of Litchfield, Connecticut, if he survives me, and if he does not survive me to his wife, BONNIE MOORE, if she survives me.

10. Ten Thousand Dollars (\$10,000.00) to ALMA ANDERSON, now of Waterbury, Connecticut, if she survives me.

11. Ten Thousand Dollars (\$10,000.00) to WALTER LIGNOR, now of Litchfield, Connecticut, if he survives me, and if he does not survive me to his wife, MARY LIGNOR, if she survives me.

12. Ten Thousand Dollars (\$10,000.00) to ROSE MIKUTAVCH, now of Waterbury, Connecticut, if she survives me.

13. Ten Thousand Dollars (\$10,000.00) to ROY LOCKARD, now of Waterbury, Connecticut, if he survives me.

14. Ten Thousand Dollars (\$10,000.00) to IRMA LOCKARD, now of Waterbury, Connecticut, if she survives me.

15. I give and bequeath to THE ABBOTT COIN COUNTER COMPANY any shares of the stock of said company owned by me at the time of my death.

THIRD

1. I hereby make the following gifts and bequests:

A. Three Hundred Thousand Dollars (\$300,000.00) to ST. JOHN'S PARISH, of Waterbury, Connecticut, the proceeds of

this bequest to be added to the principal of the fund known as the "Mary Frances Burrall Upkeep Fund."

B. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY FOUNDATION, of Waterbury, Connecticut, if at the time of my death the same is a tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code in effect at such time and if this bequest shall qualify, in its entirety, for a charitable deduction as allowed by the Federal Estate Tax Laws applicable to my estate, to be used by it for its general purposes.

C. Three Hundred Thousand Dollars (\$300,000.00) to UNITED COUNCIL AND FUND OF GREATER WATERBURY, INC., of Waterbury, Connecticut, to be used by it for its general purposes.

D. Two Hundred Thousand Dollars (\$200,000.00) to THE WATERBURY VISITING NURSES ASSOCIATION, INC., of Waterbury, Connecticut, this bequest to be maintained intact as a fund to be known as "The Jennie Hall Morton Memorial Nurse Fund", (which fund was originally established by her daughter, my mother, Alice Morton Chase) and the income therefrom and to the extent necessary, the principal, to be used to pay the salary of one member of the nursing staff of said Association.

E. One Hundred Thousand Dollars (\$100,000.00) to MISS PORTER'S SCHOOL, INCORPORATED, of Farmington, Connecticut, to be used for its general purposes.

F. Ten Thousand Dollars (\$10,000.00) to the RIVERSIDE CEMETERY ASSOCIATION, of Waterbury, Connecticut, to be used for its general purposes.

G. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to establish

and maintain a dispensary under the name, "The Henry Sabin Chase Memorial Dispensary."

2. I am aware of the fact that due to the fluctuating values of my stocks and bonds, the intangible personal property of my estate, when liquidated, may not be sufficient to pay the bequests contained in the foregoing provisions of this Article THIRD and in Articles SECOND, TENTH and ELEVENTH of this Will and the taxes, administration costs and other expenses and claims necessary to settle my estate. In the event that my intangible personal property is insufficient to pay the same, I hereby direct that the foregoing bequests contained in this Article THIRD be abated proportionately, one as to the other, before other bequests, cash or otherwise, contained in this Will are so abated even though it may be necessary to abate the foregoing bequests in this Article THIRD in their entirety in order to leave all other bequests contained in this Will intact.

FOURTH

1. I give and bequeath to FLORENCE MARTIN CHASE, now of Watertown, Connecticut, my opal pin and my three-prong ring, and I also give and bequeath to said FLORENCE MARTIN CHASE, any personalty located in my summer residence known as "Topsmead" which she may choose, with the request, but not the direction, that she choose such personalty as is set forth in the letter accompanying this Will and dispose of the same in accordance with my desires as set forth in said letter.

2. I give and bequeath the portrait of my father, Henry S. Chase, to HENRY CHASE ELY, now of Palo Alto, California, if he desires it, and if he declines to accept the same, I give

and bequeath said portrait to THE MATTATUCK HISTORICAL SOCIETY, of Waterbury, Connecticut.

3. I give and bequeath to said FLORENCE MARTIN CHASE, such of the contents, as she may choose, of the house known as 33 Church Street, Waterbury, Connecticut, if said house belongs to me at the time of my death, with the request, but not the direction, that she dispose of certain of such contents in accordance with my desires as set forth in my letter to her accompanying this Will. Any of such contents of such house as are not so chosen by said FLORENCE MARTIN CHASE, I direct my Executors hereinafter named to sell, either at public or private sale, and I give and bequeath the proceeds thereof to said THE MATTATUCK HISTORICAL SOCIETY.

4. I give and bequeath to my namesake, EDITH CHASE ELY PETERSON, now of Stowe, Vermont, my necklace of pearls.

5. I give and bequeath my Packard automobile to JOHN ORINTAS, if he survives me and if he notifies my Executors that he desires to have the same, and if he does not survive me or so indicates that he does not desire to take the same, I give and bequeath said automobile to my nephew, JOHN HAMILTON CHASE, of Ross, California.

FIFTH

I give and bequeath to BERNARD STAIRS, if he shall survive me, all my beef cattle, the hand tools located in the barn and workshop located on the property owned by me in Litchfield, Connecticut known as "Topsmead", the gasoline powered lawn mower used in the maintenance of said Topsmead, the Ford 3000 tractor, together with all attachments thereto, including without limitation, mower, land plow, harrow, post hole digger,

snow plow and scraper or grader, all maple syrup equipment located on said property at the time of my death, and all the furniture and furnishings owned by me and located in the house on my said property which is occupied by BERNARD STAIRS at the time of my death if the same are owned by me at the time of my death. In the event said BERNARD STAIRS does not so survive me, I give and bequeath the same to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection with the exception of said furniture and furnishings which I give and bequeath to NORMA STAIRS, if she survives me and is occupying said house at the time of my death, and if she does not survive me or if not so occupying said house at said time, I give and bequeath the same to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

SIXTH

1. I give and bequeath, all the books, paintings, furniture, furnishings and objects of art, not disposed of by Paragraph 1 of Article FOURTH hereof, situated in my summer residence, also known as "Topsmead", located on the real property referred to in Article NINTH hereof to LUCY BEACH BURRALL, for the term of her life. I direct that Lucy Beach Burrall shall not in any way be accountable for waste, damage or other loss of any kind to any of said books, paintings, furniture and furnishings and objects of art during the term of the life use hereinbefore granted to her.

2. Subject to the life use granted in Paragraph 1 of this Article SIXTH, I give and bequeath to the aforesaid FLORENCE MARTIN CHASE such of said books, paintings, furniture, furnishings and objects of art as she may choose (which choice must be made within one year from the date of my death by writing deposited with my Executors) with the request, but not the direction, that she dispose of certain of the same in accordance with my desires as

set forth in my letter to her accompanying this Will, and all such books, paintings, furniture, furnishings and objects of art not so chosen by FLORENCE MARTIN CHASE, I give and bequeath to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

SEVENTH

1. I give and bequeath to JOHN ORINTAS, all the furniture and furnishings owned by me and located in the living quarters occupied by him at the time of my death, as a summer residence, on my said property in Litchfield, Connecticut, if he survives me. If he does not so survive me, I give and bequeath the same to his wife, ISABELLE ORINTAS, if she survives me and is occupying, as a summer residence, said living quarters at the time of my death, and if she fails to survive me or is not so occupying said living quarters at such time, I give and bequeath the same to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

2. I give and bequeath:

A. To KENNETH MOORE and his wife, BONNIE, for the period set forth in Paragraph 4 of Article NINTH hereof, the use of the furniture and furnishings located in the house occupied by them, or either of them, on my said property in Litchfield, Connecticut. I direct that neither of them shall in any way be accountable for waste, damage or other loss of any kind to any of said furniture or furnishings during the term of the use hereinbefore granted to them.

B. To WALTER LIGNOR and his wife, MARY, for the period set forth in Paragraph 5 of Article NINTH hereof, the use of the furniture and furnishings located in the house occupied by them, or either of them, on my said property in Litchfield, Connecticut. I direct that neither of them shall in any way be accountable for waste, damage or other loss of any kind to any of said furniture or furnishings during the term of the use herein-

before granted to them.

C. To WILLIAM STAIRS and his wife during the term that they or either of them lease the house referred to in Paragraph 6(e) of Article NINTH hereof, the use of the furniture and furnishings located in said house. I direct that neither of them shall in any way be accountable for waste, damage or other loss of any kind to any of said furniture or furnishings during the term of the use hereinbefore granted to them.

D. Subject to the uses granted in subparagraphs A, B and C of this Paragraph 2, I give and bequeath said furniture and furnishings to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

EIGHTH

I give and bequeath to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, all my farm equipment of every type and nature, other than that referred to in Article FIFTH hereof, pertaining to the operation of my farm located on the real property owned by me and located in Litchfield, Connecticut, to be used by it in the operation and maintenance of Topsmead State Forest established by Paragraph 6 of Article NINTH of this Will.

NINTH

1. I give and devise to LUCY BEACH BURRALL, to have and to hold during the term of her natural life the use of my aforesaid summer residence known as "Topsmead", together with the right to use, in common with the STATE OF CONNECTICUT, and the other tenants named in this Article NINTH, all driveways over and along the real property located in Litchfield, Connecticut, owned by me at the date of my death, existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving the same at the time of my death, and to maintain the same, all without liability to said

life tenant for any damage, loss or waste to or of the same arising during the term of such use.

2. I give and devise to BERNARD STAIRS and his wife, NORMA, for their natural lives and the natural life of the survivor of them, if at the time of my death they are or either of them is occupying the house located on my said property in Litchfield, Connecticut, which they are occupying at the date hereof, the use of that certain piece or parcel of land, containing 16.85 acres, located in said Litchfield, together with the buildings thereon, said piece or parcel being more particularly described as follows:

"Beginning at a 1/2" solid iron pin at the intersection of the centerline of the stonewall on the west line of Buell Road and the north line of a wall on the south line of Farm Road so-called, thence along the centerline of the stonewall on the west line of Buell Road S. 9 deg. 47 minutes E. 750.61 feet to a 1/2" solid iron pin, thence along a wire fence N. 87 deg. 01 minutes W. 1062.21 feet to a 1" pipe at the corner of another wire fence, thence along this fence N. 1 deg. 30 minutes W. 382.63 feet to a 1" pipe, thence S 88 deg. 26 minutes W. 75.92 feet to a 1" pipe, thence N. 1 deg. 01 minutes W. 120.61 feet to a 1/2" pipe, thence No. 60 deg. 34 minutes E. 94.51 feet to a three-quarter inch pipe, thence N. 2 deg. 09 minutes E. 136.30 feet to an iron pin at corner of a stonewall on the south line of Farm Road so-called, thence along the north edge of said stonewall on the south line of Farm Road S. 89 deg. 43 minutes E. 271.97 feet to a 1/4" iron pin, thence S. 89 deg. 55 minutes E. 660.95 feet to the 1/2" solid iron pin at the point and place of beginning."

together with the right to use, in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH, all driveways and roads over and along said real property existing at the time of my death, and the right to cut wood in Topsmead State Forest for his (Bernard Stairs') own use, to draw water from the wells or springs, and to use the septic system or systems serving the buildings located on said land at the time of my death and to maintain the same, all without liability for any damage, loss or

waste to or of the same arising during the term of such use; provided that their life use of said real property, and the other rights hereby granted to them shall cease and terminate if, at any time prior to the death of both of them, they, or either of them, shall cease to use said real property for their own permanent residence or use, the house located thereon shall be destroyed by fire or other casualty, or they, or either of them, shall lease, mortgage, sell or otherwise attempt to convey their interest in all or any part thereof to any third party.

3. I give and devise to JOHN ORINTAS and his wife, ISABELLE, for their natural lives and the natural life of the survivor of them, the use of the living quarters located on my said property in Litchfield, Connecticut, occupied, as a summer residence, by them, or either of them, at the time of my death, together with the right to use in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH all driveways and roads over and along said real property existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving said living quarters at the time of my death and to maintain the same, all without liability for any damage, loss or waste to or of the same arising during the term of such use; provided that their life use of said living quarters and the other rights hereby granted to them shall cease and terminate, if at any time prior to the death of both of them, they, or either of them, shall cease to use said living quarters as their permanent residence, the same shall be destroyed by fire or other casualty or they or either of them shall lease, mortgage, sell or otherwise attempt to convey their interest in the same or any part thereof.

4. I give and devise to KENNETH MOORE and his wife,

BONNIE, for a period of three years after the date of my death, the use of the house located on my said property in Litchfield, Connecticut, occupied by them, or either of them, at the time of my death, together with the right to use, in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH, all driveways and roads over and along said real property existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving said house at such time and to maintain the same, all without liability for any damage, loss or waste to or of the same arising during the term of such use; provided that their right to such use of said house and the other rights hereby granted to them shall cease and terminate if, at any time prior to the expiration of such three year period, they, or either of them, shall cease to use said house as a permanent residence, said house shall be destroyed by fire or other casualty, or they, or either of them, shall lease, mortgage, sell or otherwise attempt to convey their interest in the same or any part thereof.

5. I give and devise to WALTER LIGNOR, and his wife, MARY, for a period of three years after the date of my death, the use of the house located on my said property in Litchfield, Connecticut, occupied by them, or either of them, at the time of my death, together with the right to use, in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH, all driveways and roads over and along said real property existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving such house and to maintain the same, all without liability for any damage, loss or waste to or of the same arising during the term of such use; provided that their right to such use of said house, and the other rights hereby granted to them shall

cease and terminate if, at any time prior to the expiration of such three year period, they, or either of them, shall cease to use said house as a permanent residence, said house shall be destroyed by fire or other casualty, or they, or either of them, shall lease, mortgage, sell or otherwise attempt to convey their interest in the same or any part thereof.

6. Subject to the uses granted in Paragraphs 1 through 5 of this Article NINTH, I give and devise, absolutely and in perpetuity, to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, all my said real property located in the Town of Litchfield, County of Litchfield, State of Connecticut, with all buildings and improvements thereon to be used and maintained by said devisee as a State Forest and to be known as "Topsmead State Forest" (by which name said real property is sometimes herein referred to).

Such devise of said real property is made with the following requests but not directions:

(a) That Topsmead State Forest, other than a reasonable area around the house used by me as my summer residence and referred to in (c) below, not exceeding four acres, be kept in a state of natural beauty and that nothing be built or created thereon for public recreation including but not limited to, golf courses, tennis courts, swimming pools and ski areas;

(b) That no part of Topsmead State Forest be used by snowmobiles, motorcycles, facilities for the landing of aircraft or by automobiles (except such as may be used by said devisee, its servants and agents for maintenance and other office purposes and the tenants named in Paragraphs 1 through 5 of this Article NINTH), or for the purpose of parking automobiles, except if said devisee deems it necessary, in one area designated by

said devisee, not exceeding one acre, for the parking of the vehicles of its servants and agents working in Topsmead State Forest, although it is my desire that no such parking area be established or maintained. The parking of trucks, tractors and other vehicles and machinery, used by said devisee in the maintenance of Topsmead State Forest, inside or outside of sheds or buildings located on Topsmead State Forest shall not be deemed within the scope of this restrictive request;

(c) That the house occupied by me for many years as a summer residence, to the full extent practicable, be maintained in the same condition and furnished in the same manner as it is when it first comes within the jurisdiction and control of said devisee, that said house not become or be used for an office or place of administration or record storage but be used as a place for meetings of the Department of Environmental Protection and be open to the general public for orderly and quiet visiting on such days as said devisee determines;

(d) That the State of Connecticut, Department of Environmental Protection, retain the services of the aforesaid BERNARD STAIRS for Topsmead State Forest because of his special, pertinent skills and thorough knowledge of Topsmead State Forest, and the services of his wife, NORMA STAIRS, because of her thorough knowledge of and long experience in the upkeep and maintenance of my aforesaid summer residence, "Topsmead";

(e) That the State of Connecticut rent to WILLIAM STAIRS, or his wife, now of Litchfield, Connecticut, the house, if any, which they, or either of them, are occupying on said real estate at the time of my death for a period of three years after the date of my death, if they desire to rent the same, upon the same terms and conditions and at the same rental as obtaining at the time of my death.

TENTH

I give and bequeath to THE CITY NATIONAL BANK OF CONNECTICUT, having an office in Waterbury, Connecticut, IN TRUST, the sum of Two Hundred Thousand Dollars (\$200,000.00), to be invested and reinvested by it and disposed of as follows:

1) 1. I direct my said Trustee to pay so much or all of the income or principal, or both, of said Trust as is necessary to pay any and all real property taxes assessed upon such of the real property referred to in Paragraphs 1 through 5 of Article NINTH of this Will as is subject to a tenancy created by said Paragraphs 1 through 5 and only to the extent it, or a part thereof, is subject to a tenancy, and to pay the cost of maintaining fire and extended coverage insurance on the furniture and furnishings bequeathed by me to Bernard and Norma Stairs and to John and Isabelle Orintas during the term of the tenancy granted to them by Paragraphs 2 and 3 of Article NINTH and to pay the cost of the heating of, ⁴⁾ maintaining fire and extended coverage insurance on (to the extent the same is available for the benefit of and payable to the tenants thereof), and the electricity consumed in the homes occupied by the tenants named in said Paragraphs 1 through 5 as are subject to a tenancy, and only to the extent they, or any of them, are subject to a tenancy created by said Paragraphs 1 through 5.

2) 2. Upon the termination of all the tenancies established pursuant to Paragraphs 1 through 5 of Article NINTH of this Will, I direct my said Trustee to pay, transfer and deliver the then remaining principal of said Trust, together with any interest accrued or accumulated thereon, absolutely and free of trust to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, to be added to the fund established pursuant to the provisions of Article ELEVENTH of this Will and to be disposed of in accordance therewith.

ELEVENTH

I give and bequeath the sum of Three Hundred Thousand Dollars (\$300,000.00) to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, to be held by it in a separate fund, and the income therefrom, and the principal thereof (to the extent said STATE OF CONNECTICUT deems it necessary or desirable) to be used, first, to defray or help to defray any and all expenses incurred for maintenance of my summer residence, "Topsmead", and, second, to defray or help to defray the expenses of maintaining and operating Topsmead State Forest.

TWELFTH

I direct that my said Executors divide all the rest, residue and remainder of my estate, including lapsed legacies and devises, into equal parts so that there shall be one part for my sister, ANNE CHASE MOTT, if she is living at the time of my death, and one part for each of my deceased sisters (including Anne Chase Mott, if she is not then living) who has issue living at the time of my death, and one part in representation of my deceased brother, Rodney Chase, if FLORENCE MARTIN CHASE is living at the time of my death or if he has issue living at the time of my death, and I give, devise and bequeath said equal parts as follows:

1. I give and bequeath to my said sister, ANNE CHASE MOTT, the part so set aside for her if she shall survive me and if she does not so survive me, I give and bequeath the same to the issue, per stirpes, of my said sister who survive me.

2. I give and bequeath to FLORENCE MARTIN CHASE the

part so set aside in representation of my deceased brother if she survives me and if she does not survive me, I give and bequeath the same to the issue, per stirpes, of my said deceased brother who survive me.

3. Each such part as shall have been set aside in representation of a sister of mine who is now deceased, I give and bequeath to the issue, per stirpes, of such sister, who survive me.

THIRTEENTH

I hereby direct that all legacy, succession, inheritance transfer and estate taxes, levied or assessed upon or with respect to any property (including, without limiting the foregoing, insurance, jointly owned property, bonds, and any and all other kinds of personal and real property) which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of my estate in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients nor charged against any property passing or which may have passed to any of them, and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person.

FOURTEENTH

I hereby appoint FLORENCE MARTIN CHASE, of Watertown, Connecticut, EDWARD T. CARMODY, of Middlebury, Connecticut, and THE CITY NATIONAL BANK OF CONNECTICUT, a banking corporation having an office in Waterbury, Connecticut, as Co-Executors of this my last Will and Testament and as Trustees of any trust

created hereunder, other than the Trust created under Article TENTH hereof with respect to which THE CITY NATIONAL BANK OF CONNECTICUT shall act as sole Trustee, and direct that no bond be required of them. In the event of the death or inability to act, of either Florence Martin Chase or Edward T. Carmody, either before or after qualifying as Executors, or Trustees, or in the event either of them fails to qualify or resigns, as such Executors or Trustees, the remaining Executors or Executor or Trustees or Trustee shall serve alone. I request my Executors to give careful attention to the contents of a letter to me from my corporate Executor and corporate Trustee dated January 20, 1972, which accompanies this Will.

FIFTEENTH

I hereby grant to my Executors and Trustees named herein or any successor Executor or Trustee, in addition to and not in limitation of the powers elsewhere herein granted, or those conferred by law, the following powers:

1. At any time and from time to time to sell at public or private sale, to convey, lease, mortgage or exchange at such price or prices and on such terms as they or it may deem advisable any real or personal property which becomes a part of my estate, all without appropriate court order;

2. To retain temporarily or permanently any and all such real or personal property which constitutes a part of my estate at the time of my death;

3. To invest and reinvest in any real or personal property, including securities, common or other corporate stocks, mutual funds and common trust funds including those established or managed by the corporate Executor and regardless of diversi-

fication as to kind or amount;

4. To hold securities in the name of a nominee; provided they shall be responsible for the actions of their nominees;

5. To borrow for the benefit or preservation of my estate or for farm purposes, and to pledge, mortgage or grant security interests in any or all of said estate as collateral;

6. To compromise, settle or arbitrate any claims, suits, demands, actions or controversies involving or relating to my estate or any of the assets thereof or any of the provisions of this Will;

7. To vote by proxy, general or otherwise;

8. To insure against insurable risks;

9. To make distribution, partial or final, in cash or in kind, at the fair market value thereof at the time of such distribution, as determined by them in their sole discretion;

10. To retain the services of attorneys, accountants, investment advisors, brokers, real estate agents, surveyors and others, and to employ clerical and other assistance, all as the same may be needed;

11. To conduct the farm, if any, conducted by me at the time of my death at my property located in Litchfield, Connecticut, to do any and all things concerning the production and marketing of crops and dairy, poultry, livestock, orchards and forest products, to operate said farm with hired labor, tenants or sharecroppers, to lease or rent the farm for cash or for share of the crops, to purchase or otherwise acquire farm machinery and equipment and livestock, to undertake the construction, repair and improvement of farm buildings of all kinds needed in my Executors' judgment for the operation of said farm, to engage in the production of livestock, poultry or dairy products and to construct such fences and buildings and plant such pastures and

crops as may be necessary to carry on such operations, to market the products of said farm and in general to employ good husbandry in the operation of said farm;

12. To execute and deliver any and all instruments necessary and proper to carry out any of the foregoing powers and any of the provisions of this Will.

All the above powers may be exercised, except as otherwise specifically indicated to the contrary, without court order and without obligation or requirement on the part of any of said Executors to give bond for the proper application, administration or accounting of any monies, avails or other property received as a result of the exercise of the above powers.

I direct my Executors to purchase a separate headstone for or near my grave in the family plot at Riverside Cemetery Association, Waterbury, Connecticut, which is to have engraved thereon my three initials, together with the dates of my birth and death, and I further direct my Executors to have engraved on the flat "Henry Sabin Chase" stone located in said family plot the names of all five of his children, or such of them as have not been engraved thereon as of the date of my death.

SIXTEENTH

The term "issue" as used in this Will shall be deemed to include legally adopted as well as natural born children or issue, respectively, whether born or adopted before or after the execution of this Will.

IN WITNESS WHEREOF, I have hereunto set my hand and

and Sally A. Hebert, who subscribed the foregoing affidavit and made solemn oath to the truth of the same, before me.

/s/ EDWARD T. CARMODY
Commissioner of the Superior Court

H S Chase

WALTER F. TORRANCE
EDWARD T. CARMODY
WILLIAM B. FITZGERALD
GUERIN B. CARMODY
WALTER F. TORRANCE, JR.
BRADFORD PALMER
LIVID W. COLLINS
WILLIAM B. FITZGERALD, JR.
TIMOTHY R. CARMODY
ROBERT H. HALL
JOSEPH F. BUDNY

CARMODY & TORRANCE
ATTORNEYS AT LAW
37 LEAVENWORTH STREET
POST OFFICE BOX 1110
WATERBURY, CONNECTICUT 06720
TELEPHONE (203) 757-1521
CABLE ADDRESS "CARTOR"

MEYLERT M. ARMSTRONG, III
ANTHONY M. FITZGERALD
CHARLES D. STAUFFACHER
KENNETH J. POCIUS
RUSSELL J. BLAIR

RECEIVED
AUG 22 1973
ADMINISTRATION

August 20, 1973

Mr. Richard A. Derr, Administrator
The Waterbury Hospital
64 Robbins Street
Waterbury, Connecticut 06720

Re: Chase Dispensary Bequest of Miss Edith Chase

Dear Mr. Derr:

You have asked our recommendations concerning the uses to which The Waterbury Hospital may properly put the \$300,000.00 bequest left to it by Miss Edith Chase in Article THIRD paragraph G of her Will executed on January 24, 1972, which provides as follows:

"G. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to establish and maintain a dispensary under the name, "The Henry Sabin Chase Memorial Dispensary."

It is to be noted that the gift is not restricted to the use of income only as is the case with certain other bequests under her Will. Thus it would appear that the principal of the gift may be utilized for the designated purposes. The latter are identified broadly as "to establish and maintain" a dispensary in memory of Miss Chase's father.

The two main questions would seem to be what, if any, limitations there are upon the expenditure of principal and may any of the principal properly be used to pay off the costs already incurred by the Hospital in the construction of the new dispensary.

Mr. Richard A. Derr

August 20, 1973

It would seem that the intended purposes of this gift must be viewed against the background of the long standing interest of the Chase family in and its generous support of the Hospital's earlier dispensary located on Field Street in Waterbury. As you know, the original dispensary was established through the efforts of Miss Chase's father almost fifty years ago. The deed conveying the Field Street property to the Hospital provided that if the real estate should ever be sold, the proceeds should be utilized for the construction of another public dispensary. When the Hospital did sell the property in 1971, the purchase price of \$105,000.00 was applied to the construction of the new dispensary in the Pomeroy Pavilion. At that time, Miss Edith Chase affirmed by letter to the Hospital dated April 5, 1971 (copy enclosed) that in her opinion this use satisfied the requirements of the deed. In directing that her bequest be used to establish and maintain a dispensary in memory of her father, it appears to us that Miss Chase was indicating her desire to continue this well established family tradition.

It is our belief that to adhere to this concept of continuity, the Hospital should utilize essentially only the income from the bequest to pay for normal operating expenses of the dispensary, such as routine repairs and maintenance, salaries, supplies and the like. Payments of principal, on the other hand, should be concentrated on those items or activities which either have some degree of permanence or some special relationship to the dispensary, such as, for example, capital expenditures, purchases of equipment, major renovations, special training programs for dispensary personnel, and pilot programs or other innovations outside the normal Hospital outline.

The second general question is whether some portion of the principal could be used to pay off part of the bond issue utilized to underwrite the construction of the new hospital, including the new dispensary. Miss Chase's Will was executed on January 24, 1972 and she died on June 6, 1972. At the time of her death the construction of the Pomeroy Pavilion and the new Chase Dispensary portion thereof had been virtually completed and the funds needed to pay for the same obtained through public donations and the above mentioned bond issue. It may well be, in fact, that Miss Chase made a separate gift to the

Mr. Richard A. Derr

August 20, 1973

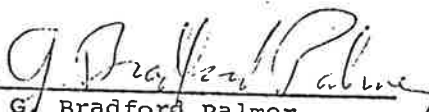
Hospital's Building Fund solicited for these purposes. As indicated, she had given her approval to the expenditure of the \$105,000.00 received from the sale of the old dispensary property for construction of the new dispensary. Therefore, it would appear that at the time of the execution of her Will and of her death only a few months later, she was aware that the funds required for the original construction of the new dispensary had been obtained and that her main desire was to provide for the continuation of the dispensary in the future. Thus, it is our belief that the principal of the bequest probably should not be used to pay off any of the outstanding bond issue.

Obviously, the above suggested guidelines are of a very general nature and must of necessity remain flexible to meet developing needs. For example, if at some time in the future it should become necessary or desirable to relocate the dispensary, or perhaps to add a supplementary dispensary at a new location to better serve the needs of the general public, we would see no problem in making substantial payments from the principal of the fund to accomplish these ends. Undoubtedly the Hospital will want to consult with members of the Chase family before making any major expenditures, particularly if they would serve to materially reduce the balance of the fund. If members of the family do agree that any particular expenditure would be furthering the aims and desires of Miss Chase, then, as a practical matter, this would seem to dispose of any problems involved in connection therewith.

We trust that the above will be of assistance to you and would be happy to review the matter further should you so desire.

Very truly yours,

CARMODY & TORRANCE

By 
G. Bradford Palmer

GBP/sh
Enclosure

APR 12 1971
ADMINISTRATION

33 Church Street
Waterbury, Connecticut
April 5, 1971

Waterbury Hospital
64 Robbins Street
Waterbury, Connecticut 06708

Gentlemen:

I am generally familiar with the deed from the H. S. Chase Company to the Waterbury Hospital, dated October 1, 1924, conveying certain property with improvements thereon, located on Field Street, to the Waterbury Hospital.

I am also generally familiar with the reservation contained in said deed which provides that if said real estate is sold, a public dispensary to be known as The Henry Sabin Chase Memorial Dispensary will be constructed in a suitable location with the proceeds of the sale or failing this, the proceeds of the sale will be paid over to The Waterbury Foundation.

In my opinion, the construction by the Waterbury Hospital of a new dispensary located on Robbins Street in Waterbury, Connecticut, to be known as The Henry Sabin Chase Memorial Dispensary, with the proceeds derived from the sale of the real property located on Field Street satisfies the requirements provided in the deed.

Very truly yours,

Edith M. Chase

Edith M. Chase

S:C:jmf

this bequest to be added to the principal of the fund known as the "Mary Frances Burrall Upkeep Fund."

B. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY FOUNDATION, of Waterbury, Connecticut, if at the time of my death the same is a tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code in effect at such time and if this bequest shall qualify, in its entirety, for a charitable deduction as allowed by the Federal Estate Tax Laws applicable to my estate, to be used by it for its general purposes.

C. Three Hundred Thousand Dollars (\$300,000.00) to UNITED COUNCIL AND FUND OF GREATER WATERBURY, INC., of Waterbury, Connecticut, to be used by it for its general purposes.

D. Two Hundred Thousand Dollars (\$200,000.00) to THE WATERBURY VISITING NURSES ASSOCIATION, INC., of Waterbury, Connecticut, this bequest to be maintained intact as a fund to be known as "The Jennie Hall Morton Memorial Nurse Fund", (which fund was originally established by her daughter, my mother, Alice Morton Chase) and the income therefrom and to the extent necessary the principal, to be used to pay the salary of one member of the nursing staff of said Association.

E. One Hundred Thousand Dollars (\$100,000.00) to MISS PORTER'S SCHOOL, INCORPORATED, of Farmington, Connecticut, to be used for its general purposes.

F. Ten Thousand Dollars (\$10,000.00) to the RIVERSIDE CEMETERY ASSOCIATION, of Waterbury, Connecticut, to be used for its general purposes.

* G. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to establish

and maintain a dispensary under the name, "The Henry Sabin Chase Memorial Dispensary."

2. I am aware of the fact that due to the fluctuating values of my stocks and bonds, the intangible personal property of my estate, when liquidated, may not be sufficient to pay the bequests contained in the foregoing provisions of this Article THIRD and in Articles SECOND, TENTH and ELEVENTH of this Will and the taxes, administration costs and other expenses and claims necessary to settle my estate. In the event that my intangible personal property is insufficient to pay the same, I hereby direct that the foregoing bequests contained in this Article THIRD be abated proportionately, one as to the other, before other bequests cash or otherwise, contained in this Will are so abated even though it may be necessary to abate the foregoing bequests in this Article THIRD in their entirety in order to leave all other bequests contained in this Will intact.

FOURTH

1. I give and bequeath to FLORENCE MARTIN CHASE, now of Watertown, Connecticut, my opal pin and my three-prong ring, and I also give and bequeath to said FLORENCE MARTIN CHASE, any personalty located in my summer residence known as "Topsmead" which she may choose, with the request, but not the direction, that she choose such personalty as is set forth in the letter accompanying this Will and dispose of the same in accordance with my desires as set forth in said letter.

2. I give and bequeath the portrait of my father, Henry S. Chase, to HENRY CHASE ELY, now of Palo Alto, California, if he desires it, and if he declines to accept the same, I give

**CHASE, MARTHA
STARKWEATHER**

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Martha Starkweather Chase Bed Fund

Established by Mrs. Arthur Reed Kimball, of Waterbury, Conn.

Condition of Gift.

Letter accompanying gift from Mrs. Kimball reads as follows:

February 18, 1918.

Mr. Otis S. Northrop

City.

Dear Mr. Northrop:-

I am enclosing a check for \$5,000, payable to the treasurer of the Waterbury Hospital, to establish there a Free Bed, in accordance with the conditions stipulated by the hospital, in memory of my mother, Martha Starkweather Chase.

Yours very truly,

Mary Chase Kimball.

Treasurer's and Executive Committee Reports 1918 show receipt of \$5,000.00

Treasurer's and Executive Committee Reports 1926 show receipt of additional \$5,000.00

(Part of Permanent Donations)

ONE HUNDRED AND SEVENTY-FIVE GROVE STREET
WATERBURY, CONNECTICUT

Handwritten:
To the Board of Directors
of the Waterbury Hospital
Feb 13, 1916

February 13, 1916.

Mr Otis S. Northrop,
City.

Dear Mr Northrop:-

I am enclosing
a check for \$5,000, payable to the treasurer
of the Waterbury Hospital, to establish
there a Free Bed, in accordance with the
conditions stipulated by the hospital, in
memory of my mother, Martha Starkweather
Chase.

Yours very truly,

Mary Chase Kimball

COFFIN, HENRIETTA
LOUISE

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Henriette Louise Adrienne Coffin Free Bed Fund

Established by Will of Henriette Louise Adrienne Coffin
of Middlebury, Conn.

Condition of Gift.

Paragraph Fifty of Will of Henriette Louise Adrienne Coffin
reads as follows:

FIFTH

All the rest, residue and remainder of my estate of whatsoever kind or nature and wheresoever situated, I give, devise and bequeath of THE WATERBURY HOSPITAL, located in said Waterbury, Connecticut, to be used for a Free Bed Fund and to be known as "The Henriette Louise Adrienne Coffin Free Bed", the benefits of the same to be under the control of the Executive Committee of said Hospital. In the event that all the rest, residue and remainder of my estate be insufficient for a Free Bed, then it is my will that such remainder be paid into the general fund of said Hospital, the same to be to it forever.

Treasurer's Report 1922 shows this fund as \$9,213.00

CURTIS, MARY A.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Mary A. Curtis Bed Fund

Established by Will of William E. Curtis

Condition of Gift.

Paragraph Third of the Will of William Edmond Curtis
reads as follows:

THIRD: I GIVE AND BEQUEATH to the WATERBURY HOSPITAL, in the City of Waterbury, in the State of Connecticut, a corporation organized under the laws of the State of Connecticut, the sum of TEN THOUSAND (\$10,000) DOLLARS in trust from the perpetual endowment of a bed in said hospital in memory of my mother Mary A. Curtis, wife of William Edmond Curtis, of New York, and daughter of William Henry Scovill of Waterbury.

The appointment of the occupant of said bed shall be made from time to time from among the inhabitants of the Town of Watertown, in the State of Connecticut, by the Judge of Probate, Postmaster and the first select man of said Town, or any two of them, by a notice in writing to the officers of said hospital, and, in the absence of any such appointment, the bed shall be used as the officers of the hospital may direct.

Executive Committee Report 1924 acknowledges receipt of
this fund.

DRIGGS, GEORGE A.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The George A. Driggs Fund

Established by Mrs. George A. Driggs

Condition of Gift.

Notes from Mrs. Driggs and from Mr. Edwin C. Northrop,
accompanying this gift, read as follows:

Dear Mr. Lee

I am enclosing check for endowment of room
in memory of my husband - to take effect on February
17th, 1922.

Sincerely yours,

Anne H. Driggs.

Dear Mr. Blakesley:

I enclose check for \$10,000 - Gift of Mrs.
Geo. A. Driggs to endow room ~~\$260~~ in memory of her
husband. I should call this fund the "George A.
Driggs Endowed Room". Income non-acc. Control of Mrs.
Driggs. We will invest principal fund soon.

Yours,

E. C. Northrop.

Executive Committee Report 1922 acknowledges receipt of this fund.

Copy of Agreement on file.

28. many 17 Oct. 1922
Sincerely yours,
Anne F. Briggs

THE PLAZA
NEW YORK

1 Fund 1
100 of 100 amount 100 Fund 100

Dear Mr. Lee

I am enclosing

check for amount

I am in money

I may have some

to take - 4/22/22

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Dr. Edward Field Bed Fund

Established by Charlotte B. Merriman

Condition of Gift.

Extract from Report of Executive Committee 1911.

"Free bed funds have been provided by the Will of
* * * Charlotte B. Merriman * * * to be known as:
The Dr. Edward Field free bed fund."

Charlotte B. Merriman died Feb. 4th. 1911. No definite provision for the above appears in her Will, but it was probably provided for out of funds given in article V which reads as follows:

Article V. I give and bequeath of my sister or sisters who may survive me, the sum of Fifteen Thousand (\$15,000.00) Dollars, to be used by them as I have directed.

Treasurer's Report 1912 shows receipt of this fund as follows:

Received from Est. Charlotte B. Merriman . . . \$5,000.00

Acknowledged in report of Executive Committee 1911 - \$5,000.

FIRST CHURCH IN
WATERBURY

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund First Church in Waterbury, Inc. Bed Fund

Established by Contributions

Condition of Gift.

Copy of letter received from Dr. James E. Gregg

June 18, 1940

Dear Mr. Northrop:

On behalf of the First Church Guild and by its authorization, I am herewith transmitting to you a cheque for Five Thousand Dollars (\$5,000.00) to establish the endowment, in the Waterbury Hospital, of a Free Bed for members of the Parish of the First Church in Waterbury. The users of this bed and of any pertinent benefits or privileges regularly enjoyed under such an endowment are to be designated by the Minister of the First Church, or, in his absence or disability, by the Board of Deacons of the Church.

We understand that an income of Two Hundred Dollars (\$200) a year may at present be expected from the aforesaid principal sum; and that any portion of such income not expended before the close of any fiscal year of the Hospital (i.e. before October 1) shall revert to the General Fund of the Hospital to be used for the benefit of patients unable to pay for the Hospital's service to them.

Faithfully yours,

JAMES E. GREGG

Minister of the First Church
in Waterbury

Mr. Edwin C. Northrop, Treasurer
Waterbury Hospital
Waterbury, Connecticut

(Part of Permanent Bed Funds)

First Church
in
Waterbury, Connecticut

JAMES E. GREGG,
JAMES H. PHILLIPS,
MINISTERS

P. O. BOX 840

MISS RUTH E. CAMP,
CHURCH SECRETARY

June 18, 1940

Dear Mr. Northrop:

On behalf of the First Church Guild and by its authorization, I am herewith transmitting to you a cheque for Five Thousand Dollars (\$5000.00), to establish the endowment, in the Waterbury Hospital, of a Free Bed for members of the Parish of the First Church in Waterbury. The users of this bed and of any pertinent benefits or privileges regularly enjoyed under such an endowment are to be designated by the Minister of the First Church, or, in his absence or disability, by the Board of Deacons of the Church.

We understand that an income of Two Hundred Dollars (\$200) a year may at present be expected from the aforesaid principal sum; and that any portion of such income not expended before the close of any fiscal year of the Hospital (i.e. before October 1) shall revert to the General Fund of the Hospital to be used for the benefit of patients unable to pay for the Hospital's service to them.

Faithfully yours,

encl.

James E. Gregg
Minister of the First Church
in Waterbury

Mr. Edwin C. Northrop, Treasurer
Waterbury Hospital
Waterbury, Connecticut

✓

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund First Congregational Church Fund

Established by Contributions

Condition of Gift.

Extract from Report of Executive Committee, 1926.

"Grateful acknowledgement is made of the following gifts: * * * From Miss Elen J. Whiton, \$100.66 which she has accumulated in the Waterbury Savings Bank. This is the nucleus of a bed fund of \$5,000 to be under the control of the First Congregational Church."

**FITZSIMMONS, LOUIS
E.**

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Louis E. Fitzsimons Bed Fund

Established by Will of Mary E. Fitzsimons

Condition of Gift.

Paragraph Sixth of the Will of Mary
E. Fitzsimons reads as follows:

I give and bequeath of the WATERBURY HOSPITAL,
a corporation located in said Waterbury, the sum
of three thousand dollars (\$3,000.00) to be to it
and its successors forever, the same to be used to
endow a free bed in memory of LOUIS E. FITZSIMONS.

WATERBURY HOSPITAL received payment of this legacy
on August 15, 1935 and money turned over the The
Colonial Trust Company on the same day.

FLORENCE
NIGHTINGALE COF
FUND

9/1/77

Memorandum of Agreement entered into this 7th day of ~~June~~^{July}, 1977 by and between THE WATERBURY HOSPITAL SCHOOL OF NURSING ALUMNI ASSOCIATION ("Association") and THE WATERBURY HOSPITAL ("Hospital"),

WHEREAS, the Charlotte Steele Elton Fund was established with the Hospital in or about 1917 and the Florence Nightingale Cot Fund in or about 1933 (such funds being hereinafter referred to jointly as the "Funds"); and

WHEREAS, from time to time questions have arisen concerning the utilization of the current and accumulated income as well as the ultimate disposition of these Funds; and

WHEREAS, the parties desire to set forth the agreement they have reached concerning the use and distribution of these Funds;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The current and accumulated income of these Funds shall be made available for the purpose of paying the hospitalization expenses of members in good standing of the Association who are graduates of The Waterbury Hospital School of Nursing, in accordance with the principles set forth herein. Expenses to be covered shall be those incurred after January 1, 1975 as patients of accredited, licensed general hospitals, convalescent hospitals, and other extended care facilities, including psychiatric or mental health care facilities. Charges billed by the institutions themselves shall be covered. Payments may also be made for special services such as Private Duty Registered Nurses incurred during the period of hospitalization. The maximum amount to be paid on behalf of any one member of the Association in a single calendar year shall be \$1,000.00, which amount may be revised from time to time by the members of the Association.

2. The Hospital shall not pay or cause to be paid any bill or part thereof or reimburse or cause to be reimbursed any member of the Association for any bill or part thereof, paid by her or him unless it has been advised in writing by an officer, or other authorized representative of the Association certified to it in accordance with the provisions of Paragraph 4 hereof, that the person in question is a member in good standing of the Association and that the bill submitted, or a specified part thereof, qualifies for payment out of the Funds.

3. It is agreed that priority in certifying bills for payment or reimbursement will be given to services rendered to members of the Association by the Hospital as compared with other services authorized hereunder rendered by other institutions or individuals. Payment for services rendered by the Hospital to members of the Association shall be allocated to the Funds in the following order of priority:

1. Current income of the Charlotte Steele Elton Fund;
2. Current income of the Florence Nightingale Cot Fund;
3. Accumulated income of the Charlotte Steele Elton Fund; and
- √ 4. Accumulated income of the Florence Nightingale Cot Fund.

Payment for other services authorized hereunder shall be allocated in the following order of priority:

1. Current income of the Florence Nightingale Cot Fund.

2. Accumulated income of the Florence
Nightingale Cot Fund.

Commencing as of January 1, 1975 (except as otherwise indicated in this Paragraph 3) no more than a total of twenty-five hundred dollars (\$2500.00) of income accumulated by the Funds prior to such date shall be paid out in any one year, except that any portion of the twenty-five hundred dollars (\$2500.00) not paid out in one year may be carried over and paid out in later years.

4. Each year, the Secretary of the Association shall certify to the Hospital the names and signatures of the officers of the Association, the Chairman and members of the Association's Cot Fund and a member of such Committee who has been selected by the Chairman to act as her designee in the absence or unavailability of the Chairman. The officers, the Chairman of the Cot Fund Committee and her designee are each authorized to act on behalf of the Association with regard to matters concerning the Funds. The Hospital shall be entitled to rely, in dealing with the Funds, on any written instructions delivered to it by any such authorized officer or person unless and until the Secretary changes or modifies such certification. The Hospital and The Colonial Bank and Trust Company, as administrator of the Funds, shall likewise notify the Association of the representa-

tives authorized to act on their behalf with regard to matters concerning the Funds and of any change in such representatives, and the Association shall be entitled to rely on written instructions delivered by such representatives. The Chairman of the Cot Fund Committee shall certify any change in the yearly maximum amount payable on behalf of any one member as set forth in Paragraph 1 above.

5. A. The parties recognize that since the last class of The Waterbury Hospital School of Nursing graduated in June of 1973, over a period of years the Association will cease to exist. It is agreed that at such time it will be desirable and in keeping with the wishes and desires of the donors who established and thereafter contributed to these Funds, for the principal and any remaining accumulated or other income of the Funds to be expended for purposes and projects of the Hospital which are in furtherance of the objectives and principles of the Association.

B. The Hospital agrees to supply the Association, from time to time, with a list of such appropriate purposes and projects of the Hospital. The Association shall have the right to add to or delete from the list, provided that no purpose or project shall be so added or continued on the list unless the Hospital agrees that it is and remains appropriate. The list shall be revised and modified from time to time as required to reflect changing circumstances and needs. The Hospital and the Association shall seek to reach agreement upon the relative priority of the items on the list, but if they are unable to so agree, then the Association shall make the final decision as to priority. No such decision of the Association shall be changed by it at any time after it has fewer than twenty-five

(25) Regular Members in good standing.

C. The Association shall be deemed to "cease to exist" at such time as it shall have fewer than ten (10) Regular Members in good standing, and expenditure of the remaining balances of the Funds on the purposes and projects of the Hospital, as determined under Paragraph B above, shall be made at that time. The parties recognize, however, that it is possible, because of the advent of National Health Insurance or other events and circumstances, that the wishes and desires of the donors who established and contributed to these Funds may have become primarily accomplished through other sources. Accordingly, nothing in this Agreement shall prevent the parties from agreeing to make expenditure of some or all of the remaining balances of the Funds for the purposes and projects of the Hospital, as determined under Paragraph B above, at such earlier time or times as may be reasonable under the circumstances.

D. At the request of the Hospital, the Secretary of the Association shall supply the Hospital annually with a certified list of the members in good standing as of the time of the request. In calculating the number of Regular Members for the purposes of Paragraphs B and C above, only Regular Members who are graduates of The Waterbury Hospital School of Nursing shall be counted. It is understood by the Association and its members that the Hospital has agreed to the various provisions set forth above relating to the expenditure of current and accumulated income in reliance upon the mutual undertakings of this Paragraph 5 concerning the ultimate disposition of the Funds.

6. A. The Funds are, and have been for many years,

administered by The Colonial Bank and Trust Company of Waterbury, Connecticut in the following four separate accounts ("Accounts"):

Charlotte Steele Elton Fund 13-00860-000
Charlotte Steele Elton Fund 13-00860-001

Florence Nightingale Cot Fund 13-01155-000
Florence Nightingale Cot Fund 13-01155-001

B. The parties agree that for the purposes of administering and interpreting this Agreement:

(1) The term "principal" shall mean the total property shown, from time to time, on the Lists of Assets for the Elton Fund -000 Account and the Cot Fund -000 Account and that the total inventory value of such Lists as of December 31, 1974 amounted to \$34,733.93.

(2) There shall be promptly restored to such principal Accounts any invasions thereof which may have been made between January 1, 1975 and the date of the execution of this Agreement, and there shall be no further invasions thereof unless specifically authorized under the provisions of Paragraph 5 of this Agreement.

(3) The term "accumulated income" shall mean the total property shown, from time to time, on the Lists of Assets for the Elton Fund -001 Account and the Cot Fund -001 Account and that the total inventory value of such Lists as of December 31, 1974 amounted to \$76,197.33.

(4) The term "current income" shall mean the total ordinary income from the above four Accounts commencing January 1, 197

(5) The Bank will supply the parties with summary statements on a quarterly basis showing the income of and payments

made (identifying the individual payees) by the Accounts and with an annual account on a calendar year basis showing all of the transactions of the Accounts. In order to simplify matters, the Bank, insofar as possible, will follow the practice of transferring all income of each 000 Account to the appropriate 001 Account and of making all payments of bills from the 001 Accounts. It is understood that it may be necessary to make temporary advances from one Account to another during the course of a year to meet short term cash flow problems, but that appropriate adjustments will be made at year end so as to carry out the principles set forth in this Agreement.

7. If the Association disagrees with the Hospital's conclusion (see Paragraph 5 B above) that a particular purpose or project is not or does not remain appropriate, it may submit the question of appropriateness to the American Arbitration Association for arbitration in accordance with the rules and regulations of that Association. The decision of the arbitrator shall be final and binding upon both parties and they shall share equally the costs and fees of the arbitrator and the American Arbitration Association.

Signed, sealed and delivered in the presence of:

THE WATERBURY HOSPITAL SCHOOL OF NURSING ALUMNI ASSOCIATION

BY Judith A. Kline, Treasurer

THE WATERBURY HOSPITAL

BY Richard J. ... Adm.

R. Schmidt
Virginia Johnson

James C. ...
James T. ...

Agreed to as it relates to The Colonial Bank and Trust Company only.
THE COLONIAL BANK AND TRUST COMPANY

By Robert J. Sean
VICE PRESIDENT & TRUST OFFICER

10/4/77

MODE = TRANSMISSION

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**GOSS, CHAUNCEY
PORTER MEMORIAL**

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Chauncey Porter Goss Memorial Fund

Established by Children of Chauncey P. Goss

Condition of Gift.

Extract from Report of Executive Committee 1924.

"Grateful acknowledgement is made of the following gifts:

From the children of Chauncey P. Goss \$25,000.
to establish the Chauncey P. Goss Memorial Fund.

* * *

Treasurer's Report 1924 shows receipt of this fund.

Copy for your files, E.O.G.

WHEREAS, Edward O. Goss, Caroline Goss Thompson, John H. Goss, Mary Goss Kelley-Patterson, Chauncey P. Goss, Jr., and George A. Goss have given to The Waterbury Hospital the sum of Twenty-five Thousand Dollars (\$25,000) in memory of their father, Chauncey Porter Goss, to be held and used by the said Hospital as a trust fund for the benefit of such patients as are unable to pay for necessary hospital, medical and surgical treatment;

AND WHEREAS, the said children of Chauncey Porter Goss, as a further mark of affection, desire to render personal service by taking an active interest in the expenditure of such trust income, and further desire that Seevill Manufacturing Company, concerning the welfare of whose employees their father paid close attention, shall also participate in the use which shall be made of said fund,

NOW THEREFORE, it is agreed as follows:-

The Waterbury Hospital accepts said gift and agrees that it shall be and remain a trust fund for the purposes hereinafter enumerated.

The Waterbury Hospital shall hold, manage and control, invest and reinvest said trust fund and apply the entire income therefrom in the following manner and for the following purposes:

The donors and their survivors and survivor or their duly authorized agent shall have the right, either directly or through Seevill Manufacturing Company, to nominate the recipients of the entire service made available by said trust funds to the entire extent of the income therefrom, it being the purpose of this fund to provide care and service for ~~such~~ persons who are not able themselves to pay for such attention. The Waterbury Hospital agrees to apply said entire income for the benefit of such persons as nominated, provided the reasonable rules of the said Hospital do not for any reason prevent such application. Said income shall be used directly for the care of said patients, and for their necessary

2.

laboratory, operating room or other service. Any balance not thus expended, or in the event of the failure to make any such nomination, the entire income, shall be used each year to defray the general expenses of free patients. It is understood and agreed that none of said income shall go into the general fund for the current expenses of said Hospital, but shall thus be used for the benefit of such free patients as the donors or Scovill Manufacturing Company shall nominate, and in default of such nomination, for the benefit of such persons as the executive or other proper committee of the Hospital shall believe to be in need of hospital care and unable to pay for it.

If, after fulfilling all these conditions, there still remains a balance at the end of any year, it shall be added to the income for the following year and applied for the foregoing purposes.

In appreciation of the establishment of said trust fund, a four bed private ward, or its equivalent, in the said The Waterbury Hospital shall hereafter be known as "The Chauncey Porter Goss Memorial Ward", and the trust fund itself shall be known as "The Chauncey Porter Goss Memorial Fund."

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals at Waterbury, Connecticut, this day of December, 1923.

The Waterbury Hospital

By _____

Edward D. Goss
Mary Est. Kelly - Treasurer
by Edward D. Goss
Caroline Goss Thompson - Secy.
John H. Goss
Chauncey P. Goss Jr.
George A. Goss

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Anna E. Graves Bed Fund

Established by Dr. Frederick G. Graves, of Waterbury, Conn.

Letter accompanying gift:

THE CITIZENS AND
MANUFACTURERS NATIONAL BANK
WATERBURY, CONN.

May
Twenty-first
1947

Waterbury Hospital, Inc.
Attention: Superintendent,
Robbins Street,
Waterbury, Connecticut.

Dear Sir:

We enclose herewith our check for \$5000.00 in payment of the legacy left to you under Paragraph 4 of the will of Frederick G. Graves, which reads as follows:

"I bequeath - - - - - to the Waterbury Hospital Inc. of said Waterbury the sum of Five Thousand Dollars (\$5,000.00) to establish a Bed Fund in memory of my sister, Anna E. Graves."

We shall appreciate your acknowledgment.

Sincerely yours,

Paul A. Monroe,
Trust Officer

Bequest added to Permanent Bed Funds Account #A865
on June 4, 1947.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The William B. Greenburg Fund

Established by Will of William B. Greenberg

Condition of Gift:

(Letter to Mr. Charles V. Wynne, Administrator of Waterbury Hospital, from Mr. H. John Weisman, Attorney at Law, Executor of the Estate of William B. Greenburg, as follows:)

December 27, 1957

"Gentlemen:

"As you will probably recall, in Article Fourth of the Will of William B. Greenburg the Waterbury Hospital was designated a beneficiary of the residuary estate to the extent of 10/80ths thereof, in accordance with the following excerpt therefrom:

"All the rest, residue and remainder of my property, both real and personal and wheresoever situate, shall be divided into eighty (80) shares, and I give, devise and bequeath said shares absolutely and forever in the following manner:

* *

10 shares to THE WATERBURY HOSPITAL, a corporation located in Waterbury, Connecticut to establish a bed fund to be known as "The William B. Greenburg Fund," and the income of this bequest shall be used for the purpose of providing free bed and medical care to such persons as the Board of Trustees may designate;"

"We are now making a partial distribution of \$8,000.00 of said residuary estate and the Waterbury Hospital portion of said distribution is \$1,000.00, for which you will find check enclosed.

"When the tax features of the estate have been settled and the estate can then be closed, we will make final distribution of the balance of the residuary estate.

Very truly yours,

H. John Weisman, Executor
Estate of William B. Greenburg

Weisman & Weisman
Attorneys at Law
Lilley Building
Waterbury, Connecticut

September 20, 1960 - Added \$328.11, final distribution to \$1,000.00 received.

part of Waterbury Hospital Endowment Funds.

H. JOHN WEISMAN

ATTORNEY-AT-LAW

49 LEAVENWORTH STREET, SUITE 201

WATERBURY, CONNECTICUT 06702

(203) 755-4428

SEP 16 1980

WEISMAN J. WEISMAN 1909 - 1961

MARCUS H. WEISMAN 1918 - 1959

PETER MARCUSE
OF COUNSEL

September 15, 1980

Mr. Richard Derr
The Waterbury Hospital
64 Robbins Street
Waterbury, Connecticut 06708

Dear Mr. Derr:


As you know under the Will of William B. Greenburg, there was a trust established during the lifetime of his wife. I believe you were notified that she passed away some months ago. As a result we have processed this matter through the Probate Court and are now in a position to make distribution.

Therefore I am happy to enclose a check in the amount of \$4,676.46 which represents the distributive share of The Waterbury Hospital as determined by the Probate Court of Waterbury.

The wording in the Will which is applicable to the Hospital is as follows:

"To The Waterbury Hospital, a corporation located in Waterbury, Connecticut, to establish a bed fund to be known as "The William B. Greenburg Fund" and the income of this bequest shall be used for the purposes of providing free bed and medical care to such persons as the Board of Trustees may designate."

Sincerely,


H. John Weisman

HJW/cav
Enclosure

DONE → c. Derr.
9-16-80

Ray - copy will to probate

I, MARION R. GROSS, of the Town of Thomaston, County of Litchfield, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

ARTICLE FIRST

I direct that all estate, inheritance, succession and like taxes, whether state or federal, that may be levied or assessed upon or with respect to my estate or upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax or upon or with respect to any beneficiary of mine, shall be paid out of the rest, residue and remainder of my estate as referred to in Article Sixth of this will, and shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE SECOND

I give and bequeath to my husband, JOHN A. GROSS, should he survive me, all of my tangible personal property, to be his absolutely. Should my said husband not survive me, then in such case I give and bequeath said tangible personal property to our son, JOHN R. GROSS, to be his absolutely.

ARTICLE THIRD

I give and bequeath to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, the sum of Ten Thousand Dollars (\$10,000.00), the same to be known as "The John A. and Marion R. Gross Bed Fund", to be added to and used as a part of the permanent bed funds of said hospital.

ARTICLE FOURTH

I give and bequeath to THE COLONIAL BANK AND TRUST COMPANY, of Waterbury, Connecticut, as it is Trustee of a certain charitable community trust fund known as "The Henry L. and Nellie E. Blakeslee Scholarship Fund" established by agreement between Nellie E. Blakeslee and The Colonial Trust Company, dated June 7, 1951, the sum of Forty Thousand Dollars (\$40,000.00), the same to be held in trust for the uses and purposes and upon the terms and conditions in such agreement set forth, the gift to be known as "The John A. and Marion R. Gross Donation".

ARTICLE FIFTH

Should my husband, JOHN A. GROSS, survive me, then I give, devise and bequeath to my Trustees hereinafter named that fractional share of my residuary estate (meaning the rest and residue of all the property belonging to me at my death and remaining before the payment of estate, inheritance, succession and like taxes from said rest and residue) which will produce the maximum estate tax marital deduction (as allowable in determining the Federal Estate Tax on my gross estate for Federal Estate Tax purposes) diminished by the value for Federal Estate Tax purposes of all other items in my gross estate which qualify for said marital deduction and which pass or have passed to my husband under the provisions of this will or otherwise. In making any distribution to this trust, there shall be distributed assets, including cash, fairly representative of appreciation and depreciation at the date or dates of distribution in value of all property available, to the Trustees. I further specifically direct that the particular assets to be made the corpus of this trust shall consist of such non-terminable interests in property as qualify for the marital deduction under the Federal Estate Tax Law. Said fractional share shall be held by the Trustees for the following purposes:

Said Trustees shall pay over to my husband, JOHN A. GROSS, quarterly or at such more frequent intervals as may be mutually agreed upon, for and during his life, all of the income from the corpus of this trust to be his absolutely. Should such income, together with such other income as he may have, be insufficient for his reasonable maintenance and support, I hereby authorize and empower the Trustees to pay over to my said husband from time to time, to be his absolutely, so much of the principal of the trust fund as, in the sole discretion of the corporate Trustee shall be necessary or proper for such purposes. It is my desire that said Trustee shall be guided largely as to such needs by the expressed desires of my said husband and be as generous in meeting his requests as is consonant with his welfare during his entire life.

Upon the death of my said husband, I give, devise and bequeath so much of the principal of the trust fund as shall then remain to such person or persons, both natural and artificial, and including the estate of my said husband, and in such estates, interests and proportions as my said husband shall in and by his Last Will and Testament appoint. In default of any such appointment or to the extent that any such appointment shall not dispose of said trust fund the principal thereof thus undisposed of shall be disposed of as follows, to wit: The Trustee shall, to the extent that the estate of my said husband shall be subjected to additional transfer, estate, inheritance, succession or other similar taxes or duties, whether State or Federal, by virtue of his power of appointment over such undisposed of principal, first deduct from such principal and cause to be applied to the payment of such additional taxes, the amount thereof, the balance of such undisposed of principal shall be by the Trustee added to and disposed of as a part of the rest, residue and remainder of my property, pursuant to Article Sixth of this will.

ARTICLE SIXTH

All of the rest, residue and remainder of my estate, both real and personal, and wheresoever situated, including any lapsed or void legacy or devise, and if my husband shall survive me, then upon his death so much of the remaining principal of the trust fund created under Article Fifth of this will as I have therein provided, I give, devise and bequeath, subject to the payment therefrom of certain taxes as referred to in Article First of this will, to my Trustees hereinafter named, in trust, however, for the following purposes:

A.

The trust shall continue to be held in a single trust, hereinafter called the primary trust, so long as my said husband, JOHN A. GROSS, shall live. Upon his death, or should he not survive me, the then primary trust estate, both principal and accumulated income, shall be divided into two equal parts, which two equal parts I give, devise and bequeath as follows, to wit:

The first part, consisting of one-half of the then primary trust estate, hereinafter called a secondary trust, shall continue to be held in a trust for the benefit of my son, JAMES R. BLACKMER, and his lawful issue as hereinafter set forth, such trust to continue for a period of twenty-one years after the death of the survivor of my said husband and my said son and shall thereupon terminate. Upon such termination the then secondary trust estate, both principal and accumulated income, shall be paid over and transferred to said son's then living lawful issue in shares per stirpes, to be theirs absolutely. Should there be no lawful issue of said son then living such secondary trust estate shall be added to and disposed of as a part of the secondary trust created for the benefit of our son, JOHN R. GROSS, and his issue, or if such trust be then terminated, to the then living lawful issue of our son, JOHN R. GROSS, to be theirs absolutely. Should there be no

then existing secondary trust for the benefit of our son, JOHN R. GROSS, and his issue, and should there be no then living lawful issue of either of said sons to take under the foregoing provisions, the then secondary trust fund shall be paid over and transferred to such then living persons as would be the distributees of my estate had I then died intestate and in shares all as determined by the then statutes of the State of Connecticut pertaining to the distribution of intestate estates.

The second part, consisting of one-half of the then primary trust estate, hereinafter called a secondary trust, shall continue to be held in trust for the benefit of our son, JOHN R. GROSS, and his lawful issue as hereinafter set forth, such trust to continue for a period of twenty-one years after the death of the survivor of my said husband and my said son and shall thereupon terminate. Upon such termination the then secondary trust estate, both principal and accumulated income, shall be paid over and transferred to said son's then living lawful issue in shares per stirpes, to be theirs absolutely. Should there be no lawful issue of said son then living, such trust estate shall be added to and disposed of as a part of the secondary trust created for the benefit of my son, JAMES R. BLACKMER, and his issue, or if such trust be then terminated, to the then living lawful issue of my son, JAMES R. BLACKMER, to be theirs absolutely. Should there be no then existing secondary trust for the benefit of my son, JAMES R. BLACKMER, and his issue and should there be no then living lawful issue of either of said sons to take under the foregoing provisions, the then secondary trust fund shall be paid over and transferred to such then living persons as would be the distributees of my estate had I then died intestate and in shares all as determined by the then statutes of the State of Connecticut pertaining to the distribution of intestate estates.

B.

During the continuance of the primary trust the net income of

the trust fund shall be paid to or applied for the benefit of my said husband, JOHN A. GROSS, our son, JOHN R. GROSS and my son, JAMES R. BLACKMER, in such proportions and amounts and in such manner as my corporate Trustee shall deem necessary or desirable, in its absolute discretion, to insure proper support, comfort and maintenance for said husband and sons according to our customary standards and having in mind their other resources, any income not so paid or applied to be accumulated and added to principal at the discretion of the corporate Trustee. Should the income be insufficient for the foregoing purposes, then the Trustees shall pay over to or apply for the benefit of said husband and sons, not necessarily equally but according to the needs of each, so much of the principal of the primary trust as the corporate Trustee shall, in its absolute discretion, deem necessary or desirable therefor, provided, however, that no part of the principal of this primary trust shall be paid over to or applied for the benefit of said husband until the principal of the trust estate created under Article Fifth of this will shall have been exhausted.

C.

During the continuance of the secondary trust for the benefit of our son, JOHN R. GROSS, and his issue, the net income of the trust shall be paid over to our said son, quarterly or at such other periods as may be mutually agreed upon, for and during his life. In addition the Trustee shall pay over to or apply for the benefit of said son and his dependent children so much of the principal of the trust estate as the Trustee shall from time to time, in its absolute discretion, deem necessary or desirable to insure the proper support, comfort and maintenance of said son and his dependent children and the proper education of his children, having in mind said son's other resources. After the death of said son the Trustee shall pay over to or apply for the benefit of the lawful issue of said son so much of the income and principal of the trust estate as the Trustee shall in its

absolute discretion deem necessary or proper to insure the proper support, comfort, maintenance and education of such issue, having in mind their other resources and means of support, not necessarily equally, but according to the needs of each, any income not so paid or applied to be accumulated and added to principal at the discretion of the Trustee. Should said son and the lawful issue of said son all die before the termination of this secondary trust, then the net income of the trust shall, during the remaining period of the trust be accumulated and added to principal.

D.

During the continuance of the secondary trust for the benefit of my son, JAMES R. BLACKMER, and his issue, the net income of the trust shall be paid over to my said son, quarterly or at such other periods as may be mutually agreed upon, for and during his life. In addition the Trustee shall pay over to or apply for the benefit of said son and his dependent children so much of the principal of the trust estate as the Trustee shall from time to time, in its absolute discretion, deem necessary or desirable to insure the proper support, comfort and maintenance of said son and his dependent children and the proper education of his children, having in mind said son's other resources. After the death of said son the Trustee shall pay over to or apply for the benefit of the lawful issue of said son so much of the income and principal of the trust estate as the Trustee shall in its absolute discretion deem necessary or proper to insure the proper support, comfort, maintenance and education of such issue, having in mind their other resources and means of support, not necessarily equally, but according to the needs of each, any income not so paid or applied to be accumulated and added to principal at the discretion of the Trustee. Should said son and the lawful issue of said son all die before the termination of this secondary trust, then the net income of the trust shall, during the remaining period of the trust, be accumulated and added to principal.,

ARTICLE SEVENTH

I appoint my said husband, JOHN A. GROSS and THE COLONIAL BANK AND TRUST COMPANY, of Waterbury, Connecticut, to be Executors of this will and Trustees of all trusts created hereunder, In the event of the death or failure for any reason of my said husband to act in either capacity, said The Colonial Bank and Trust Company shall act as sole Executor or as sole Trustee, with all the powers and discretions vested in the co-executors and co-trustees.

ARTICLE EIGHTH

My said Executors and Trustees and any duly appointed successor shall have, not in limitation of the usual powers of said fiduciaries but in addition thereto and without obligation on its part to exercise any of them, the following rights and powers, namely:

1. To settle, compromise or compound any action, suit, claim, demand or controversy in or to which I or my estate or any trust estate hereby created may be a party or in any wise interested.
2. In their uncontrolled discretion to accept and retain for my estate or for any trust estate hereby created, all stocks, bonds or other property, real or personal, or any interest therein, which I may own at the time of my death, even though contrary to accepted principles or diversification of investments.
3. To invest and reinvest all properties and funds received by them in either capacity in such investments, including stocks, both common and preferred, bonds, securities or other property, as they may deem advisable, or in a common trust established by the corporate Trustee pursuant to any statute now or hereafter enacted, and they shall not in their choice of investments or reinvestments be under any duty to diversify investments or be restricted to such investments or reinvestments as are permissible by law

for trustees, and they shall not be liable for any loss resulting to my estate or to the trust funds held by them from any investment or reinvestment made or retained by them in good faith.

4. From time to time to sell at private or public sale, convey, lease, mortgage, pledge or exchange any real or personal property at any time forming part of my estate or any trust estate hereby created at such times and upon such terms and conditions as to cash or credit or otherwise as they may in their uncontrolled discretion deem proper; to take, execute and deliver good and sufficient deeds, leases, bonds, mortgages or other instruments for the purposes of effectively exercising any of such powers; no purchaser upon any sale by my Executors or my Trustees shall be bound to see to the application of the purchase money arising therefrom, or to inquire into the validity, expediency or propriety of any such sale.

5. To join in any voluntary partition of real property in which they may be interested in common with any other person or persons, estate or estates upon such terms and conditions as they may deem proper, and to execute such partition agreements or other instruments therefor as they may deem proper.

6. In any case in which they are required, pursuant to the provisions of this will to divide any portion of my estate or any trust estate hereby created into parts or shares and to distribute the same, to make in their uncontrolled discretion such division or distribution in kind or in money or partly in kind and partly in money.

7. In their uncontrolled discretion, to cause the securities which may from time to time comprise all or part of my estate or any trust estate hereby created, to be registered in their names as Executors or as Trustees or in the name of their nominee, or to take and keep the same unregistered and to retain them or any part thereof in such condition that they will pass by delivery.

8. To vote in person or by proxy upon all stocks or other securities held by them; to convey and transfer any property or securities at the time forming a part of my estate or any trust estate hereby created to a corporation in exchange for stocks or other securities of such corporation at such time and upon such terms and conditions as they may deem proper; to subscribed to stocks of corporations; to exchange the securities of any corporation for other securities issued by the same or any other corporation at such times and upon such terms and conditions as they shall deem proper; to consent to or to vote in favor of the reorganization, readjustment, consolidation or merger of any corporation or the sale or lease of its property, or any part thereof, to any person or corporation or the lease by any person or corporation of his or its property, or any part thereof, to such corporation, and, upon such reorganization, readjustment, consolidation, merger, sale or lease, to exchange securities held by my Executors or my Trustees for securities issued in connection therewith; to pay any and all assessments, subscriptions and other sums of money as they may in their uncontrolled discretion deem expedient for the protection of their interests as holders of any stocks, bonds or other securities of any corporation; to deposit any securities at any time forming any part of my estate or any trust estate hereby created under voting trust agreements, and to accept in exchange therefor voting trust certificates or other similar instruments evidencing such deposit; to exercise any option contained in any stocks, bonds or securities for the conversion of the same into other securities, to take advantage of any rights to subscribe for additional stocks, bonds or other securities and to make any and all necessary payments therefor; and generally to exercise in respect of all stocks, bonds or other investments at any time held by them all rights, powers and privileges as are or may be lawfully exercised by any person owning similar property in his own right.

9. To employ attorneys and agents in connection with the discharge of their duties as such Executors or as such Trustees, and to determine and pay to them reasonable compensation, and they shall be entitled to reimbursement for the same and for such other expenses and charges as they may deem necessary and proper to incur, and the decision of my Executors or my Trustees as to whether any such compensation, expenses or charges shall be charged against principal or against income of my estate or any trust estate hereby created, or in part against principal and in part against income, shall be binding and conclusive upon all persons interested in my estate or any trust estate hereby created.

10. To borrow from a bank or trust company or from any other party any sum or sums of money and for such periods of time and upon such terms and conditions as they shall deem advisable, and to mortgage or pledge as security for the repayment thereof the whole or any part of my estate or any trust estate hereby created.

11. Any payment to be made by the Executors or Trustees to or for the benefit of any minor or by way of final distribution to a minor may be made in any one or more of the following ways:

- a. Directly to said minor;
- b. Directly by the Executors or Trustees in payment for the expenses of such minor;
- c. To the legal or natural guardian of such minor; or
- d. To any other person, whether or not legally appointed guardian of the estate of such minor, who shall, in fact, have the care and custody of the person of such minor.

The Executors and Trustees shall not be under any duty to see to the application of the payment so made, and the receipt of such person shall be full acquittances to the Executors and Trustees.

12. Generally to take such time for the liquidation of my estate or any trust estate hereby created and to conduct and manage the same^{as} they may deem to be wise without regard to the provisions of any statute or statutes relating to the time for the accounting by my Executors or Trustees or the distribution of estates or trust estates, and to make all contracts and agreements in and about the management and conduct of my estate or any trust estate hereby created as in their judgment shall seem fit.

Provided always, that insofar as any of the foregoing powers might disqualify any gifts to my husband, John A. Gross, as a proper marital deduction under the Federal Estate Tax Law, the same shall not relate to such gifts or the subject matter thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal,
this 3rd day of May, A. D., 1967.

Marion R. Gross (SEAL)

Signed and sealed by the within named Testatrix, MARION R. GROSS, and by her declared to be her Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 3rd day of May, A. D., 1967.

Edward G. Henry)
Constance M. Acosta) Witnesses.
Donald Henry)

33-01037-000

B. P. HART TR^u/will

2. I direct that all my furniture, furnishings, books, pictures, jewelry, and other household and personal effects be distributed by my Executor in accordance with any written directions I may leave, and in the absence of such directions, each one of my children is to receive such articles as in the opinion of my Executor shall make his or her share as nearly equal in value as possible to every other share.

3. I give, devise and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, in trust, however, my homestead situated on Buckingham Street, in said Waterbury, for the use and benefit of my daughter, RUTH HART BUTLER, during her life, she to pay all taxes, insurance, water rent, and repair and maintenance charges, during said period. Upon her death said trust shall cease and determine and I give, devise and bequeath said homestead to my grandson, LEWIS STEELE HART, if living, otherwise in equal shares to his children or the issue of his children, said issue to take among them the share their parent would have taken if living.

4. To THE WATERBURY HOSPITAL, a corporation located in said Waterbury, I give and bequeath the sum of Five Thousand Dollars (\$5,000.00), in trust, however, for the following uses and purposes: To hold, manage and control, invest and reinvest as in the discretion of the Directors of said Trustee shall be for the best interests of said trust estate, and the avails thereof and any property thereby acquired, to lease, mortgage, sell and convey, as shall be by said Directors deemed proper, the income thereof to be devoted to the establishment and maintenance of a free bed in said hospital for the use of such persons as the Directors of said hospital corporation may designate.

5. All the rest, residue and remainder of my estate, both real and personal, including all lapsed or void bequests and devises, I give, devise and bequeath to such of my children as survive me, and to the issue of such as may have previously died said issue taking per stirpes and not per capita, to be to them and their heirs forever.

NOTICE
OF HEARING
PRC-45 New 11-71

STATE OF CONNECTICUT
COURT OF PROBATE
(Type or Print)

RECEIVED

NOV 12 1978

ADMINISTRATIVE

Court of Probate, District of Waterbury District No. 151

ESTATE OF / IN RE

DATE OF ORDER

**BERTHA PLATT HART, late of the Town of Waterbury in said
District, deceased in Trust fbo WATERBURY HOSPITAL.**

Nov. 9, 1978

PETITIONER

COLONIAL BANK OF WATERBURY, Trustee

DATE OF HEARING

TIME OF HEARING

PLACE OF HEARING (STREET AND TOWN)

Nov. 30, 1978

9:00 A. M.

236 Grand St., Waterbury, Ct.

~~XXXXXXXXXXXX~~

~~OPEN THE APPLICATION OF THE PETITIONER~~ The Trustee, having exhibited
the account with said estate to this Court for allowance,

IT IS ORDERED THAT:

AS PER APPLICATION ON FILE MORE FULLY APPEARS,

Said application be heard and determined at the Court of Probate at the date, time and place indicated above.

BY ORDER OF
THE COURT

Frederic E. Mascolo

Judge, ~~XXXXXXXXXX~~

NOTE: This notice is sent to you because your interests in this matter will be affected by the Court's decision. If you wish to be heard or seek further information, you should appear at the time and place set for hearing; otherwise, it will not be necessary for you to appear.

HARVEY, GEORGE S.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The George S. Harvey Fund

Established by Will of Hattie Rachel Stone, late of Waterbury, Conn.

Condition of Gift.

Letter to The Waterbury Hospital from the law offices of
GAGER & HENRY, 57 North Main Street, Waterbury, Connecticut.

August 3, 1951

Waterbury Hospital
Waterbury 8
Connecticut

Attention of Mr. Paul E. Fenton, Chairman
Executive Committee

Gentlemen:

I take pleasure in enclosing herewith check for \$10,000.00 in payment of the bequest made to the Waterbury Hospital by Hattie Rachel Stone under paragraph 6 of her will, which reads as follows:

"6. I give and bequeath to The Waterbury Hospital, of Waterbury, Connecticut, the sum of Ten Thousand Dollars \$(10,000.00), to be known as "The George S. Harvey Fund", the principal thereof to be held in trust and the income only thereof to be used for the maintenance of a free bed in said Hospital."

Very truly yours,

(Signed by)
WILLIAM W. GAGER
Executor u/w of
Hattie Rachel Stone

WWG:EM
ENC.

**HAYDEN, ELIZABETH
K.**

30 11898
14

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARGERY K. HAYDEN, of the Town of Waterbury, County of New Haven, State of Connecticut, being of sound and disposing mind and memory, do hereby make, publish and declare the following as and for my last will and testament, hereby revoking and annulling any and all former wills and codicils by me heretofore made, in manner and form as follows:

ARTICLE FIRST

I hereby direct that all legacy, succession, inheritance, transfer and estate taxes, together with interest and penalties in respect thereof, levied or assessed upon or with respect to any property which is included as part of my gross estate for the purposes of any such tax, shall be paid by my Executors out of my residuary estate and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed by this will or otherwise to any of them, and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person. * * * * *

ARTICLE SECOND

I give and bequeath all of my tangible personal property, including any and all furniture, furnishings, china, silverware, jewelry, ornaments, works of art, automobiles, books, pictures and other articles of similar nature, to WILLIAM ROGER PITKIN, JR., of Guilford, Connecticut, EDWARD HAYDEN PITKIN, of said Guilford, PAULINE PITKIN HARRINGTON, of Lakewood, Ohio, and ELIZABETH FULTON GUNTER HUSBAND, of Cochise, Arizona, and in the

event that any such beneficiary shall predecease me leaving issue me surviving, I give and bequeath the share of such deceased beneficiary to his or her issue per stirpes.

However, if I leave a memorandum addressed to said beneficiaries suggesting a disposition of any of said property, it is my hope and expectation that such suggestion will be accepted and followed by them. * * * * *

ARTICLE THIRD

I give and bequeath the sum of Thirty Thousand Dollars (\$30,000.00) to each of the following beneficiaries: said ELIZABETH FULTON GUNTER HUSBAND, said WILLIAM ROGER PITKIN, JR., said EDWARD HAYDEN PITKIN, and said PAULINE PITKIN HARRINGTON. In the event that any such beneficiary shall predecease me leaving issue me surviving, I give and bequeath the share of such deceased beneficiary to his or her issue per stirpes.

ARTICLE FOURTH

I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000.00) to NANCY FULTON BRIGGS, of Tucson, Arizona, and the sum of Fifteen Thousand Dollars (\$15,000.00) to WILLIAM DUNCAN FULTON, of said Tucson. In the event that either of such beneficiaries shall predecease me leaving issue me surviving, I give and bequeath the share of such deceased beneficiary to his or her issue per stirpes. * * * * *

ARTICLE FIFTH

I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to each of the following beneficiaries: ELIZABETH DUNCAN FULTON, of said Tucson, GERALDINE RUSSELL PITKIN, of said Guilford, PATRICIA GROVES PITKIN, of said Guilford, and THOMAS HUSBAND, of said Cochise. * * * * *

ARTICLE SIXTH

I give and bequeath to said WILLIAM ROGER PITKIN, JR. the sum of Twenty-five Thousand Dollars (\$25,000.00). While this bequest is absolute, it is my wish that said WILLIAM ROGER PITKIN, JR. distribute said sum to the persons and in the amounts which shall be set forth by me in a memorandum which I shall leave with my will. * * * * *

ARTICLE SEVENTH

In the event that RUTH E. EARLEY, of said Waterbury, shall survive me, I give and bequeath the sum of Thirty Thousand Dollars (\$30,000.00) to my Trustee hereinafter named, IN TRUST NEVERTHELESS, for the following uses and purposes, and with the powers and duties hereinafter set forth:

During the lifetime of said RUTH E. EARLEY, my Trustee shall pay over to or use for the benefit of said RUTH E. EARLEY from the net income derived from said trust the sum of Fifteen Hundred Dollars (\$1,500.00) per year, quarterly or more often as it, in its sole discretion, shall deem advisable, and in the event that the net income shall be insufficient in any twelve months period following the date of my death to provide payments to said RUTH E. EARLEY at the rate of Fifteen Hundred Dollars (\$1,500.00) per year, my Trustee shall pay over to her such amount or amounts from the principal of this trust as shall be necessary to provide payments to her at such annual rate. In the event that the net income in any twelve months period following the date of my death shall exceed the sum of Fifteen Hundred Dollars (\$1,500.00), such excess shall be accumulated by my Trustee and added to the principal of the trust.

On the death of said RUTH E. EARLEY, my Trustee shall divide the undistributed income and principal then remaining in said trust into as many equal shares as I shall have nephews and nieces then living and nephews and nieces then deceased leaving issue then living, and I direct that my Trustee shall pay one such share to each such nephew and niece then living and one such share to the issue of any deceased nephew or niece, the issue of any deceased nephew or niece to take per stirpes.

ARTICLE EIGHTH

If I am survived by CATHERINE KEIPER, of Prospect, Connecticut, I give and bequeath to her the sum of Two Thousand Five Hundred Dollars (\$2,500.00), the same to be to her absolutely. * * * * *

ARTICLE NINTH

If I am survived by EMMA KIESSLING, of said Waterbury, I give and bequeath to her the sum of Two Thousand Five Hundred Dollars (\$2,500.00), the same to be to her absolutely. * * * *

ARTICLE TENTH

I give and bequeath to THE AMERIND FOUNDATION, INCORPORATED, located in Dagoon, Arizona, the sum of Twenty-five Thousand Dollars (\$25,000.00), to be used for its general purposes. * *

ARTICLE ELEVENTH

I give and bequeath to THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION, located in said Waterbury, the sum of Thirty Thousand Dollars (\$30,000.00), to be used for its general purposes. * * * * *

ARTICLE TWELFTH

I give and bequeath to THE MATTATUCK HISTORICAL SOCIETY, located in said Waterbury, the sum of Seventy Thousand Dollars (\$70,000.00), to be used for its general purposes. * * * * *

ARTICLE THIRTEENTH

I give and bequeath to THE WATERBURY VISITING NURSES ASSOCIATION, INCORPORATED, located in said Waterbury, the sum of Fifteen Thousand Dollars (\$15,000.00), to be used for its general purposes. * * * * *

ARTICLE FOURTEENTH

I give and bequeath to WATERBURY GIRL'S CLUB, INCORPORATED, located in said Waterbury, the sum of Fifteen Thousand Dollars (\$15,000.00), to be used for its general purposes. * * * * *

ARTICLE FIFTEENTH

I give and bequeath to THE CONNECTICUT JUNIOR REPUBLIC located in Litchfield, Connecticut, the sum of Ten Thousand Dollars (\$10,000.00), to be used for its general purposes. * *

ARTICLE SIXTEENTH

I give and bequeath to THE WATERBURY HOSPITAL, located in said Waterbury, the sum of Twenty Thousand Dollars (\$20,000.00) to be known as "The Elizabeth K. Hayden Fund", to establish a bed fund, the income from which shall be used for the purpose of providing free bed and medical care to patients of Southmayd Home, Incorporated, of said Waterbury, who shall be designated by the Board of Directors of said Southmayd Home, Incorporated, as being eligible to receive said free bed and medical care. In the event that all or any portion of said income in any consecutive twelve months period (said period to be determined

by said Hospital, in its sole discretion) shall not be needed for the purpose of providing free bed and medical care, the same may be used by said Hospital for its general purposes. • •

ARTICLE SEVENTEENTH

I give and devise to CHILD GUIDANCE CLINIC OF WATERBURY, INC., a non-profit organization located in said Waterbury, all of my real estate located on Pine Street and Glenridge Street, in said Waterbury, for as long as said property shall be used by said corporation for the purposes for which said corporation was organized. In the event that said corporation shall take title to said property, it is my wish and desire that the buildings on said property as of the date of my death be retained by said corporation, to be used for the purposes for which said corporation was organized, and that no new buildings or structures be erected on said property. In the event that said corporation shall fail to accept this devise within a period of two (2) years from the date of my death, or in the event that at any time after acceptance, said corporation shall fail to use said real estate for such purposes, then the title and interest of said corporation in and to said real estate shall cease and terminate, and I give and devise said real estate to the CITY OF WATERBURY, to be added to and become a part of the property known as "Hayden Homestead Park", for as long as said property shall be used by said City for park purposes only. In the event that said City shall take title to the aforesaid property, it is my wish and desire that, with the exception of the three car garage in the rear of #52 Pine Street, in said Waterbury, all other houses or buildings located on such property shall be removed or razed by said City, and said

three car garage shall be used by the City for purposes directly connected with the maintenance, care, supervision and operation of said real estate as a public park. In the event that said City shall fail to accept this devise within a period of two (2) years from the date of the failure of the aforesaid corporation to accept said devise, or in the event that at any time after acceptance, said City shall fail to use said real estate for park purposes only, then the title and interest of said City in and to said real estate shall cease and terminate, and I give and devise said real estate, in equal shares, to said THE WATERBURY VISITING NURSES ASSOCIATION, INCORPORATED and said THE MATTATUCK HISTORICAL SOCIETY, to be used by each for its general purposes. * * * * *

ARTICLE EIGHTEENTH

I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000.00) to my Trustee hereinafter named, IN TRUST NEVERTHELESS, with the powers and duties hereinafter set forth for the following uses and purposes:

1. ~~For as long as said City of Waterbury shall maintain the property known as "Hayden Homestead Park" for park purposes only, my Trustee shall pay to said City of Waterbury the net income derived from said trust quarterly or more often as my Trustee, in its sole discretion, shall deem advisable, said net income to be used by said City for the maintenance of said park.~~

2. In the event that said City of Waterbury shall fail to maintain said real estate for park purposes only, then the title and interest of said City in and to the principal and undistributed income of this trust shall cease and terminate, and I give and bequeath said principal and any undistributed

income in equal shares to said THE WATERBURY VISITING NURSES ASSOCIATION, INCORPORATED, said THE MATTATUCK HISTORICAL SOCIETY, and said THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION, to be used by each for its general purposes. * * * * *

ARTICLE NINETEENTH

I give and bequeath the sum of Twenty Thousand Dollars (\$20,000.00) to said SOUTHMAYD HOME, INCORPORATED, to be used for its general purposes. * * * * *

ARTICLE TWENTIETH

I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00), to PEARL STREET NEIGHBORHOOD HOUSE, located in said Waterbury, to be used for its general purposes. * * * * *

ARTICLE TWENTY-FIRST

I give and bequeath the sum of Fifteen Thousand Dollars (\$15,000.00) to WATERBURY DAY NURSERY, located in said Waterbury, to be used for its general purposes. * * * * *

ARTICLE TWENTY-SECOND

I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to BOYS CLUB, INC. OF WATERBURY, located in said Waterbury, to be used for its general purposes. * * * * *

ARTICLE TWENTY-THIRD

I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to THE YOUNG MEN'S CHRISTIAN ASSOCIATION, located in said Waterbury, to be used for its general purposes. * * * * *

ARTICLE TWENTY-FOURTH

I direct that my Executors shall divide all the rest, residue and remainder of my property, both real and personal,

and wheresoever situate, into as many equal shares as I shall have nephews and nieces living on the date of my death and nephews and nieces then deceased leaving issue then living, and I direct that my Executors shall pay one such share to each such nephew and niece then living and one such share to the issue of any deceased nephew and niece, the issue of any deceased nephew or niece to take per stirpes. * * * * *

ARTICLE TWENTY-FIFTH

In addition to the powers by law conferred upon Executors, I hereby authorize and empower my Executors hereinafter named, and any successors to said Executors, in their absolute and uncontrolled discretion, to retain any and all property, real or personal, of which my estate may be composed at the time of my death; to sell and convey any or all of the property, real or personal, of which my estate may at any time be comprised; to invest and reinvest any money in my estate at any time in any property, real or personal, including common stocks, common trust funds and mutual funds, at their discretion, without being limited by any statute or rule of law; to join in any reorganization, merger, consolidation or exchange of any securities held by them, and to exercise rights to subscribe to or receive any new securities; to borrow money from themselves or any one of them, and encumber any or all of the property of my estate for such purposes to control, operate and manage any or all property now or hereafter constituting a part of my estate, and to carry on any business enterprise as a partner or otherwise in which I may be interested in my lifetime; to compromise and settle any claim belonging to or against my estate or the property in my estate; except as otherwise provided, to make division and distribution of my estate in securities, property or cash, as my Executors

may deem proper, and in making distribution of my residuary estate in kind, my Executors, in their sole discretion, need not make a pro rata allocation of each asset so distributed; to determine whether to claim deductions available to me or my estate on estate tax or income tax returns, and to determine the date upon which to value my estate for estate tax purposes, all in such manner as they may deem advisable and without there- after making any adjustment between income and principal or making any adjustment between beneficiaries on account of any such determination; to execute and deliver good and sufficient assignments, contracts, agreements, deeds, mortgages, leases, receipts, releases and such other instruments as may be required to effectuate any of the powers set forth herein. All powers herein granted my Executors may be exercised without obtaining probate order or approval. * * * * *

ARTICLE TWENTY-SIXTH

I give to my Trustee hereinafter named, and any successor to said Trustee, the same authority, power and discretion as set forth in Article Twenty-fifth hereof for my Executors with reference to any property, real or personal, which shall at any time constitute a part of the trusts hereinbefore created, and I further authorize and empower my Trustee to make such expenditures as may be necessary and proper in administering such trusts, including the hiring of agents and attorneys; to hold any part of the trusts in cash or uninvested for any period deemed advisable.

THE WATERBURY HOSPITAL
Waterbury, Connecticut

May 6, 1975

To: R. O. Hotchkiss

From: R. A. Derr

Re: The Elizabeth K. Hayden Fund

This Fund should be deposited in the Restricted Endowment Funds and the income used as directed. I suggest that annually (10/1/7x) a letter go to the Board of Directors of Sbuthmayd Home. If by the following 9/30 they have not used the income, it should be used for the general purposes of The Waterbury Hospital.



Administrator

RAD:lk



The Colonial Bank

and Trust Company
WATERBURY, CONN. 06720

3 copies (cc)

RECEIVED

SEP 8 1975

BUSINESS OFFICE

August 29, 1975

RECEIVED

SEP 8 1975

ADMINISTRATION

Waterbury Hospital
64 Robbins Street
Waterbury, CT 06708

ATTENTION: Mr. Raymond Hotchkiss

Dear Sirs:

Re: Estate of Margery K. Hayden


In reference to our letter of April 2, 1975, we are pleased to enclose herewith, our check in the amount of \$20,000.00 drawn to the order of the Waterbury Hospital, representing payment in full for the bequest under Article Sixteenth of the last Will of Margery K. Hayden.

Article Sixteenth reads as follows:

"I give and bequeath to THE WATERBURY HOSPITAL, located in said Waterbury, the sum of Twenty Thousand Dollars (\$20,000.00), to be known as "The Elizabeth K. Hayden Fund", to establish a bed fund, the income from which shall be used for the purpose of providing free bed and medical care to patients of Southmayd Home, Incorporated, of said Waterbury, who shall be designated by the Board of Directors of said Southmayd Home, Incorporated, as being eligible to receive said free bed and medical care. In the event that all or any portion of said income in any consecutive months period (said period to be determined by said Hospital, in its sole discretion) shall not be needed for the purpose of providing free bed and medical care, the same may be used by said Hospital for its general purposes."

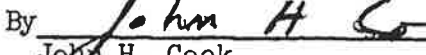
Would you please sign the enclosed copy of this letter and return it in the envelope provided for your convenience; thereby acknowledging the receipt of payment releasing the Executor from all liability in connection with this bequest.

Sincerely,



William J. Secor

and
The Colonial Bank and Trust Company
Executors u/w Margery K. Hayden

By 

John H. Cook
Executive Vice President

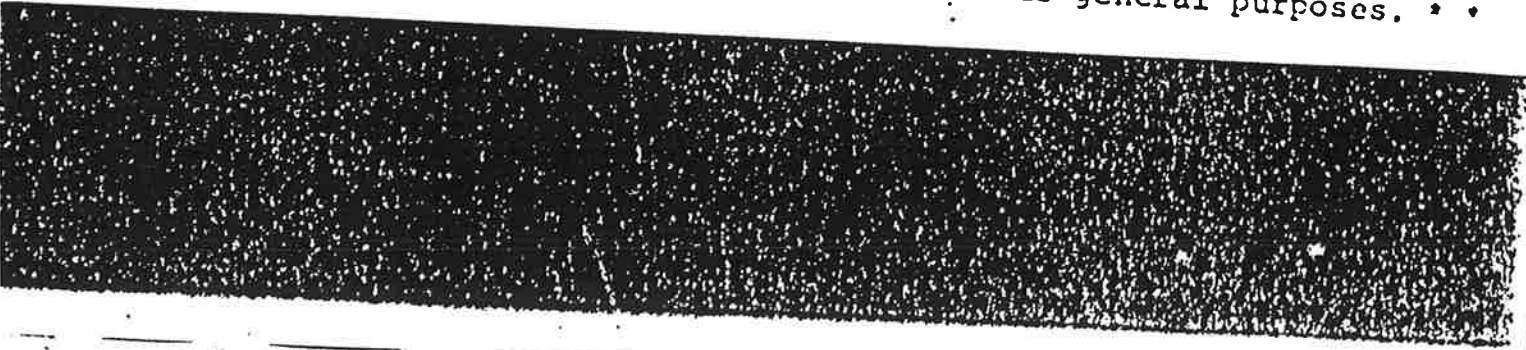
lah
Enclosure

ARTICLE SIXTEENTH

I give and bequeath to THE WATERBURY HOSPITAL, located in said Waterbury, the sum of Twenty Thousand Dollars (\$20,000.00) to be known as "The Elizabeth K. Hayden Fund", to establish a bed fund, the income from which shall be used for the purpose of providing free bed and medical care to patients of Southmayd Home, Incorporated, of said Waterbury, who shall be designated by the Board of Directors of said Southmayd Home, Incorporated, as being eligible to receive said free bed and medical care. In the event that all or any portion of said income in any consecutive twelve months period (said period to be determined

-5-

by said Hospital, in its sole discretion) shall not be needed for the purpose of providing free bed and medical care, the same may be used by said Hospital for its general purposes. * *



C. 10 /
return to PD

UPSON, SECOR, CASSIDY & McPARTLAND, P. C.
ATTORNEYS AT LAW
41 CHURCH STREET
WATERBURY, CONNECTICUT 06720
TELEPHONE (203) 757-9261

J. WARREN UPSON
WILLIAM J. SECOR, JR.
JOHN H. CASSIDY, JR.
DONALD McPARTLAND
W. FIELDING SECOR
RAYMOND F. VOELKER
THOMAS F. UPSON
HARRY C. BLAKE

CHESHIRE OFFICE
420 HIGHLAND AVENUE
272-5001

WATERTOWN OFFICE
49 DEFOREST STREET
274-2340

April 21, 1975

RECEIVED
APR 24 1975
ADMINISTRATION

Mr. Raymond O. Hotchkiss
Controller
Waterbury Hospital
64 Robbins Street
Waterbury, Conn. 06720

Re: Bequest of Margery Hayden

Dear Mr. Hotchkiss:

In reference to your letter of April 14, 1975,
enclosed is a copy of the portion of the will of Margery
Hayden which contains the bequest of \$20,000 to the
Waterbury Hospital.

Very truly yours,

Raymond F. Voelker
Raymond F. Voelker

RFV:nr
Enclosure



The Colonial Bank

and Trust Company
WATERBURY, CONN 06720

August 5, 1976

Mr. Raymond O. Hotchkiss, Controller
Waterbury Hospital
64 Robbins Street
Waterbury, Connecticut

Dear Ray:

Re: Waterbury Hospital Elizabeth K. Hayden Fund 13-10674-000

As you know, up to this point we have not established any policy concerning the distribution of income for the referenced account. Until this account has been properly documented with the necessary papers, it would be my recommendation to transfer income to checking account 950 047 3, under advice to you. The enclosed advice represents the initial distribution from this account.

Call if you have any questions.

Best regards,

Robert L. Bean
Vice President and Trust Officer

RLB:jd
Enc.

Acct# 33-12675-000
new Acad

WILL OF RHODA M. HELLMANN as modified by codicils dated
June 24, 1971, May 21, 1980 and May 23, 1980

ARTICLE FIRST

My Executor, hereinafter named, may find among my papers a signed letter or memorandum, the same to include any notations on property which may be found in any safe deposit box which I may have, setting forth a description of certain of my personal effects accordingly, and a receipt signed by each designated person shall be sufficient security for my Executor. (11/11/69)

ARTICLE SECOND

I give to my nephew's wife, HAZEL ELLIS PLATT, if she survives me for a period of thirty (30) days, such household furniture and furnishings located in my home at 61 Hillcrest Terrace, in said Meriden, and any insurance policies covering said property, which she shall designate in writing, within thirty (30) days after the filing of the inventory of my estate. However, should my nephew's wife not so survive me, then I give all of said property to my nephew, WINTHROP W. PLATT, on the same terms and conditions. In the event both my said nephew's wife and my nephew shall not survive me as aforesaid, then in that event, I direct that said property shall become a part of my residuary estate. (11/11/69)

ARTICLE THIRD

I give to said HAZEL ELLIS PLATT, all my clothing and furs and any insurance policies covering the same, the same to be hers absolutely. In the event that she shall not survive me, then I direct that said property shall become a part of my residuary estate. (11/11/69).

ARTICLE FOURTH

A. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to my friends, LORETTA PARSONS and IRVING PARSONS, of Waterbury, Connecticut, or the survivor of them.

B. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to ERNEST M. MEISTER, of Meriden, Connecticut.

C. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to HAZEL ELLIS PLATT, if living.

D. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to my grandnephew, ROBERT ELLIS PLATT, if living.

E. I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to my friend, EDWARD G. HAZEN, of Watertown, Connecticut, if living.

F. I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to my friend, DORIS FURGALACK, if living.

G. I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to my friend, FRANCES RASTED, if living.

H. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to DOCTOR JOSEPH F. MISUK, of Meriden Connecticut, if living.

I. I give and bequeath the sum of One Thousand Dollars (\$1,000.00) to my friend, HARRIET DERRICK, of New Haven, Connecticut, if living.

J. I give and bequeath the sum of One Thousand Dollars (\$1,000.00) to my friend, HELEN LEWIS, if living (11/11/69 - substituted (6/24/71)).

ARTICLE FIFTH

I give to ERNEST M. MEISTER, of Meriden, Connecticut any automobiles with equipment and accessories thereto, garage equipment and tools which I may own at the time of my death and any insurance policies covering any or all of said property. (11/11/69)

ARTICLE SIXTH

8-24-83
A. I hereby expressly exercise the power of appointment given me under the will of my deceased husband, Charles M. Hellmann, dated June 13, 1955, and on file in the Probate Court for the District of Meriden, County of New Haven and State of Connecticut, and in the exercise of this power, I direct and appoint the sum of Ten Thousand Dollars (\$10,000.00 to FIRST LUTHERAN CHURCH, of Waterbury, Connecticut, or its successor, said sum to be used by said church as it may deem for its best interests (11/11/69).

8-25-83
B. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to MUSCULAR DYSTROPHY ASSOCIATION OF AMERICA, INC., located at 1790 Broadway, New York 19, New York, or its successor, said sum to be used by said associations as they may deem for their best interests. (11/11/69).

8-28-83
C. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to the SALVATION ARMY, or its successor, said sum to be used by said organization as it may deem for its best interests. (11/11/69).

8-28-83
D. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to LUTHERAN HOME FOR THE AGED, located in Southbury, Connecticut, or its successor, said sum to be used by said home as it may deem for its best interest. (11/11/69).

8-28-83
E. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to SOUTHMAYD HOME, INC., of Waterbury, Connecticut, or its successor, said sum to be used by said corporation as it may deem for its best interest. (11/11/69).

8-28-83
F. In further exercise of said power, I hereby appoint the sum of Fifty Thousand Dollars (\$50,000.00) to my Trustee hereinafter named, IN TRUST, to be known as the "Charles M. and Rhoda M. Hellmann Fund", to hold, manage, sell, encumber, invest and reinvest in such securities and other property as my Trustee in its judgment may from time to time deem prudent without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of the

State of Connecticut and to dispose of the principal, increment and net income thereof as follows:

1. To pay the income therefrom quarterly to MERIDEN HOSPITAL, located in Meriden, Connecticut, the said income to be used by the Hospital as it may deem for its best interests.

2. If said Hospital shall enter into an agreement of merger and my Trustee believes that the body or corporation so formed carried out the purposes of the Hospital, then my Trustee shall pay the income to such amalgamated body or corporation.

3. Should said Hospital mentioned herein cease to exist and there shall be no corporation formed as aforesaid so that there is no charitable or eleemosynary corporation to which the income from the trust shall be paid, then my Trustee shall pay the net income in such proportion as it may deem advisable to other charitable or religious corporations which carry out the principles and teachings of said Hospital, and my Trustee shall have full discretion to designate the appropriate beneficiary or beneficiaries and shall have full discretion as to the proportion of the net income which shall be paid to each corporation so designated. (11/11/69).

G. In further exercise of said power, I hereby appoint the sum of Twenty-Five Thousand Dollars (\$25,000.00) to VETERAN'S MEMORIAL HOSPITAL, located in Meriden, Connecticut, said sum to be used by said Hospital as it may deem for its best interests. (11/11/69).

H. In further exercise of said power, I hereby appoint all of the rest, residue and remainder of the property over which I have a power to appoint under the said will of my late husband to COLONIAL BANK, as Trustee to be held in trust, under the designation "SIBELLA HELLMANN FUND" in memory of my husband's mother, for the following purposes, viz:

The trust shall continue in perpetuity. During the continuation of this trust the net income arising therefrom shall be divided

equally between the WATERBURY HOSPITAL and ST. MARY'S HOSPITAL such payments to be made quarter-yearly or at such more frequent intervals as the Trustee shall deem wise.

If either of the hospitals listed above is not an organization described in Sections 170(a), 2055(a) and 2522(a) of the Internal Revenue Code or has ceased to exist when income of the trust is to be distributed to it, the Trustee shall distribute all such income to the remaining hospital. If neither hospital shall qualify under such sections the Trustee shall distribute the income to such other organizations in the health care field as are described in said Sections 1770(c), 2055(a) and 2522(a) as the Trustee shall select.

Any other provisions of this will notwithstanding, the trust created pursuant to this Article Sixth is organized and shall be operated exclusively for charitable purposes; no part of the net earnings thereof shall inure to the benefit of any private shareholder or individual; and the trust shall not attempt to influence legislature or participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. (6/24/71; substituted 5/23/80).

ARTICLE SEVENTH

A.

I direct my Executor to purchase from a reputable life insurance company an annuity contract for the benefit of each of the following named individuals who shall survive me for their respective lives only as follows:

For HAZEL ELLIS PLATT, a monthly annuity amount for and during her lifetime of Eight Hundred Thirty-Three and 33/100 Dollars (\$33.33).

For ROBERT ELLIS PLATT, a monthly annuity amount for and during his lifetime of Eight Hundred Thirty-three and 33/100 Dollars (\$833.33).

For ERNEST M. MEISTER, a monthly annuity amount for and during his lifetime of Four Hundred Sixteen and 61/100 Dollars (\$416.61).

Said annuity contracts shall be delivered to the respective aforesaid annuitants.

B.

All of the rest, residue and remainder of my property, of whatever kind, including any lapsed legacy or devise, I give, devise and bequeath to my Trustee hereinafter named, in trust, however for the following purposes, viz:

The trust shall continue in perpetuity. During the continuation of this trust the net income arising therefrom shall be divided among the following named organizations in such amounts and proportions as the Trustee shall determine, such payments to be made quarterly or at such more frequent intervals as the Trustee shall deem wise. If for any reason the discretion give to the Trustee to allocate the income among the following named organizations would cause the assets of this trust to lose their status as a charitable deduction in my estate for federal estate tax purposes, then the first three named in chronological order shall receive twenty percent (20%) of the income in equal shares and the last four named shall receive eighty percent (80%) of the income or twenty percent each, during each year.

The recipients are: AMERICAN CANCER SOCIETY, Meriden, Connecticut, AMERICAN HEART ASSOCIATION, Meriden, Connecticut, THE CONNECTICUT INSTITUTE FOR THE BLIND, located in Hartford, Connecticut, GAYLORD FARM ASSOCIATION, Wallingford, Connecticut, THE MASONIC CHARITY FOUNDATION OF CONNECTICUT, located in Wallingford, Connecticut, MERIDEN-WALLINGFORD HOSPITAL, located in Meriden, Connecticut and the NEWINGTON CHILDRENS HOSPITAL, located in Newington, Connecticut.

If any of the organizations listed above is not an organization

described in Section 170(c), 2055(a) and 2522(a) of the Internal Revenue Code, or has ceased to exist at the time when any income of the trust would otherwise be distributed to it, the Trustee shall distribute such income among such of the other named organizations as are described in such sections of the Internal Revenue Code, or if none, to such other organization or organizations which are described in Sections 170(c), 2055(a) and 2522(a) as amended from time to time.

Any other provisions of this will notwithstanding, the trust created pursuant to this Article Seventh is organized and shall be operated exclusively for charitable purposes; no part of the net earnings thereof shall inure to the benefit of any private shareholder or individual; and the trust shall not attempt to influence legislature or participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. (11/11/69; substituted 5/21/80).

ARTICLE EIGHTH

I direct that all estate, inheritance, succession and like taxes, whether state or federal, that may be levied upon or with respect to my estate, or upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax or upon or with respect to any beneficiary of mine, including all taxes imposed by reason of any life insurance or other insurance upon my life, shall be paid out of my residuary estate and the same shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, or other recipients, nor charged against any property passing or which may have passed to any of them. (11/11/69; substituted 5/21/80).

ARTICLE NINTH

I grant to my Executor and Trustee all of the powers contained

in the Fiduciary Powers Act enacted by the legislature of the State of Connecticut being sections 45-100e and 45-100f subsections 1 through 27 inclusive of the Connecticut General Statutes.

Any other provisions of this will notwithstanding, the Trustee shall distribute the income for each arising in a charitable trust under this will at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

The Trustee shall not engage in any act of self-dealing as defined in Section 4941(d); nor retain any excess business holdings as defined in Section 4943(c); nor make investments in such manner as to incur tax liability under Section 4944; nor make any taxable expenditures as defined in Section 4945(d). The section references are to the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

It is intended that the organization to receive income payments shall be organized and operating exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no part of the activity of which is carrying on propaganda, or otherwise attempting to influence legislature and which do not participate in or intervene in any political campaign on behalf of any candidate for public office. It is intended that the recipient organization shall be such as shall be entitled to exemption from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended. (11/11/69; substituted 5/21/80).

ARTICLE TENTH

In determination of the property passing under Articles First, Second, Third and Fifth, the determination of my Executor, herein-after named, shall be binding upon all parties. In the event that any

provision of this will, including but not limited to the foregoing Articles, is contested by any of the parties mentioned herein, the portion or portions of my estate to which such party or parties would be entitled shall be disposed of in the same manner as though their name or names had not been mentioned herein. (11/11/69) ✓

ARTICLE ELEVENTH

I nominate and appoint THE COLONIAL BANK AND TRUST COMPANY, a banking corporation organized and existing under the Special Charter granted by the General Assembly of the State of Connecticut, having an office and principal place of business in the City of Waterbury, County of New Haven and State of Connecticut, or its successor by consolidation, merger or otherwise, Trustee of this Will, without bond. (11/11/69) ✓

ARTICLE TWELFTH

I appoint said THE COLONIAL BANK AND TRUST COMPANY, or its successor by merger, consolidation or otherwise, Executor of this will, without bond. (11/11/69) ✓

IN WITNESS WHEREOF, I have hereunto set my hand and seal,
this 11 th day of November, 1969.

(SEAL)

/s/ Rhoda M. Hellmann

I, CHARLES M. HELLMANN, of Meriden, County of New Haven and State of Connecticut, make, publish and declare the following as and for my last Will and Testament, hereby revoking any other Wills and Codicils by me heretofore made.

FIRST

I give to my wife my home located at 61 Hillcrest Terrace, in said Meriden, with the contents thereof, and also all of my personal effects, automobiles, garage equipment and tools, the same to be hers absolutely if she survives me for a period of thirty days. However, should my wife not survive me, as aforesaid, then said property shall become part of my residuary estate.

SECOND

I hereby elect not to exercise any power of appointment which now or hereafter may be conferred upon me by the will of my wife, and none of the provisions of this Will shall be construed as an exercise of any such power, in whole or in part.

THIRD

I give, devise and bequeath one-half of the remainder of my estate, after payment of claims and administration expenses and less the value of the property passing under Article First but before payment of taxes, to my Trustees hereinafter named, IN TRUST, to hold, manage, sell, encumber, invest and reinvest in such securities and other property as my Trustees in their judgment may from time to time deem prudent without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of the State of Connecticut, and to dispose of the principal, increment and net income thereof as follows:

A. Transfer and deliver to my wife aforesaid during the remainder of her life all the income from the trust fund, payable quarterly.

B. I hereby give my wife the power to invade or to appoint the entire corpus of the trust estate during her life or by will, which power shall be exercisable by her alone and in all events and may be exercised in favor of herself or of her estate or others, and which power may be exercised by my wife by an instrument or a will executed either before or after my death. If my wife shall not fully exercise said power of appointment, my Trustees, upon her decease, shall add the remainder of the principal and income of the trust estate to the principal of the trust fund established under Article Fourth of this Will and hold and dispose of the same accordingly.

FOURTH

The remainder of my estate I give, devise and bequeath to my Trustees, hereinafter named, IN TRUST, to hold, manage, sell, encumber, invest and reinvest in such securities and other property as my Trustees in their judgment may from time to time deem prudent without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of the State of Connecticut, and to dispose of the principal, increment and net income thereof as follows:

A. In the event that my wife shall survive me, to pay to ERNEST M. MEISTER, of said Meriden, our faithful man, if he is in our employ at the time of my decease, Three Hundred Dollars (\$300.00) quarterly so long as he shall remain in the employ of my wife and, upon her death, to pay such sum to him quarterly during the remainder of his natural life, provided he shall not have left the employ of my wife so long as she shall live. However, in the event of the physical or mental incapacity of said ERNEST M. MEISTER during such employment or in the event of other

unforeseeable circumstances, of which my Trustees shall be the sole judge, which make it impossible for said ERNEST M. MEISTER to continue to serve my wife, then the payment of such sum shall not be interrupted on account of such incapacity or other unforeseeable circumstances.

In the event that my wife shall fail to survive me, to pay to said ERNEST M. MEISTER, if he is in my employ at the time of my decease, Three Hundred Dollars (\$300.00) quarterly during the remainder of his natural life.

B. To pay to my wife, if she survives me, during her natural life, the remaining income therefrom in quarterly payments.

C. Upon the decease of my wife or, if she fails to survive me, then upon my death, to pay to ROBERT W. MACKEY, of said Waterbury, the sum of One Thousand Dollars (\$1,000.00) per year during his life.

D. The balance of the net income shall be divided equally among my first cousins: SOPHIE REICHENBACH STAGE, MARY REICHENBACH PARSONS and JULIUS REICHENBACH or such of them as may then be living, for and during the life of each. As each of the beneficiaries named in this paragraph shall die, said income shall be divided among the survivors or paid to the survivor of them, intending hereby that the last survivor shall receive the entire income from said fund, subject to said annuities for life.

E. Upon the death of all the beneficiaries named in the preceding paragraph I direct that the then remaining principal shall remain IN TRUST as aforesaid and shall be known as the "SIBILLA HELLMANN FUND" in memory of my mother; after the payments required in Article Fourth, Sections A and C, the remaining yearly income shall be divided equally between THE WATERBURY HOSPITAL, INC. and THE ST. MARY'S HOSPITAL CORPORATION, both of said Waterbury, payable in:

semi-annual payments, the said income to be used by each hospital as it may deem for the best interests of each hospital. In the event that either hospital goes out of existence, the entire income shall be paid to the remaining hospital. If either hospital shall merge with another hospital and my Trustees believe that the corporation so formed carries out the purposes of the hospital so merged, then my Trustees shall pay one-half of the income to such amalgamated corporation, but, if my Trustees believe that the amalgamated corporation does not carry out the purposes of the hospital so merged and mentioned herein, then the entire income shall be paid to the remaining hospital.

Should both hospitals mentioned herein cease to exist and there shall be no corporation or corporations formed as aforesaid so that there will be no charitable or eleemosynary corporation or corporations to which the income from the trust shall be paid, then my Trustees shall give the net income to the MERIDEN HOSPITAL, and, in the event that said hospital has ceased to exist or has not been amalgamated with any other charitable institution carrying out the ideals and principals of such institution, then my Trustees shall pay the net income in such proportion as they may deem advisable to other charitable, religious and eleemosynary corporations as shall be located in said Waterbury which carry out the principles and teachings of THE WATERBURY HOSPITAL, INC. and THE ST. MARY'S HOSPITAL CORPORATION, and my Trustees shall have full discretion to designate the appropriate corporation or corporations and shall have full discretion as to the proportion of the net income which shall be paid to each corporation designated.

FIFTH

I direct that my Trustees shall, as long as my wife lives, consult with her and give serious consideration to her judgment before there is any drastic change made in the assets in the trust.

SIXTH

I hereby authorize my Executors to file a joint Federal income tax return with my wife, if she survives me, and to pay as an obligation of my estate the entire tax due thereunder.

SEVENTH

I hereby direct that all legacy, succession, inheritance, transfer and estate taxes, levied or assessed upon or with respect to any property (the same to include insurance, bonds and any and all other kinds of personal and real property) which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of my estate passing under Article Fourth, in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients nor charged against any property passing or which may have passed to any of them and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person.

EIGHTH

I nominate and appoint GUSTAV A. ANDERSON, of Middlebury, Connecticut, and THE COLONIAL TRUST COMPANY, a banking corporation specially chartered by the General Assembly of the State of Connecticut and having its office and principal place of business in Waterbury, in said County and State, or its successor by merger, consolidation or otherwise Co-Trustees of this, my Will, without bond. In the event of the death, resignation or inability to qualify of the individual Co-Trustee, GUSTAV A. ANDERSON, the corporate Trustee shall continue as sole Trustee, exercising thereafter all the powers and subject to all the responsibilities which are conferred upon or imposed upon both Trustees under the terms of this Will.

NINTH

I appoint said THE COLONIAL TRUST COMPANY or its successor by merger, consolidation or otherwise and my wife Executors of this, my last Will, and direct that no bond be required for the faithful performance of their duties as such. In the event that my wife is unable to qualify as Co-Executor, I appoint said THE COLONIAL TRUST COMPANY sole Executor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 13th day of June, 1955.

CHARLES M. HELLMANN (SEAL)

Signed, sealed, published and declared as and for his last Will and Testament by the Testator, CHARLES M. HELLMANN, in our presence, who, in his presence, in the presence of one another and at his request, have hereunto subscribed our names as witnesses, this 13th day of June, 1955.

LUCIAN D. WARNER
HELEN M. BARTSCH
C. O. DUNBAR, JR.

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } SS: Waterbury.

We, the undersigned, being duly sworn, depose and say that on the 13th day of June, 1955, the above named Testator, CHARLES M. HELLMANN, signed the foregoing Will in our presence as witnesses; that we thereupon subscribed our names thereto as witnesses, in his presence and at his request, and in the presence of one another; that at the time of the execution of said Will said CHARLES M. HELLMANN appeared to be of full age and of sound and disposing mind and memory; and that this affidavit is made at his request.

LUCIAN D. WARNER
HELEN M. BARTSCH
C. O. DUNBAR, JR.

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } SS: Waterbury,
June 13, 1955.

Personally appeared LUCIAN D. WARNER, HELEN M. BARTSCH and C. O. DUNBAR, JR., who subscribed the foregoing affidavit and made solemn oath to the truth of the same.

Before me,

WALTER M. PICKETT, JR.
Notary Public.

H E M I N W A Y
C O R P O R A T I O N

Environment from

155 SOUTH LEONARD STREET



WATERBURY · CONNECTICUT

TELEPHONE PLAZA 4-2131

RECEIVED

DEC 2 1960

November 25, 1960

Administrator's Office

Mr. Donald Henry, President
The Waterbury Hospital
Waterbury, Conn.

Dear Don:

With reference to the original Merrit Heminway Cot Fund, the family would like to continue to have the income applied towards the care of deserving people from Watertown whom they suggest. However, if at the end of the year there is unexpended income, it is their wish that this be added to the General Fund of the Hospital and used at the discretion of the Trustees.

Sincerely yours,

Bartow
Bartow L. Heminway

H:B

Merrit Heminway Cot Fund

THE WATERBURY HOSPITAL

Endowment or Permanent Fund or Red Fund

Name of Fund Merritt Heminway Red Fund

Established By Mr. and Mrs. Merritt Heminway

Condition of Gift.

Extract from Executive Committee Report 1914

"Two bed funds have been added to our list during the year
* * * the second endowed by Mr. and Mrs. Merritt Heminway,
of Watertown, to be named the Merritt Heminway Oct."

Treasurer's Report 1915 shows receipts from Merritt Heminway \$5,000.

Condition of Gift:

Income to maintain bed for Watertown poor,
(Information from Colonial Trust Company, September 10, 1936)

Copy of Letter from Mrs. Katherine H. Heminway Received in
Administrator's Office November 13, 1940:

5 Nova Scotia Hill Rd.
Watertown, Conn.
October 31, 1940

Waterbury Hospital
Robbins Street
Waterbury, Connecticut

"Dear Mr. Henry:

"Please accept \$10,000.00 in memory of Mr. Merritt Heminway,
who was born September 10, 1886 in Watertown and died November 13,
1956 in Watertown.

"It is the wish of his family that the income from this sum be
added to that of the Merritt Heminway Red Fund and administered as
that fund has been administered in the past.

"Mr. Wynne was kind enough to send me what he found in the
1915 hospital records which referred to the fund. Some present clarifi-
cation would be helpful, I believe, in connection to the additional money.

"We wish that the fund be used to pay the bills of poor citizens whose
hospital bills (not being otherwise fully covered) are such that the patient
would be burdened thereby so that help in their payment might be considered
of curative value.

"It is also our wish that any income from this fund left at the end of
each hospital fiscal year be turned over to the hospital's general funds.

"The Board of this hospital should feel free to request the family of
Merritt Heminway to change the above provisos if in their opinion the fund
is no longer serving a useful purpose. If the time should arise when there
were no family left to confer with, the interest and principal of the fund
should be used in such a way as best to serve Watertown patients.

"Yours truly,
Katherine H. Heminway"

HILL, CHARLOTTE B.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Charlotte Benedict Hill Bed Fund

Established by Mrs. N. A. Pomeroy and Mr. Gilman C. Hill

Condition of Gift.

Letter from Mrs. N. A. Pomeroy received with gift read as follows:

Mr. Albert J. Blakesley,

Waterbury, Conn.

Dear Mr. Blakesley:-

Enclosed please find two checks for \$2,500 each, from my father and myself, for the endowment of a free bed in the Waterbury Hospital, to be known as the Charlotte Benedict Hill Free Bed.

Yours very truly,

Feb. 23, 1915

Katherine Pomeroy

Mr. Edwin C. Northrop

City

Dear Mr. Northrop:-

I am enclosing a check for \$5,000, payable to the Waterbury Hospital, to be added to the Charlotte B. Hill Fund.

Yours sincerely,

June 26, 1926

Katherine Pomeroy

Treasurer's Report 1915

Gilman C. Hill \$2,500.00

Katherine Hill Pomeroy 2,500.00

Treasurer's Report 1926

Mrs. Nelson H. Pomeroy 5,000.00

Re: Charlotte Benedict Hill Bed Fund
(Part of Permanent Bed Funds)

96 HILLSIDE AVENUE
WATERBURY CONNECTICUT

Mr. Albert J. Blakesley,
Waterbury, Conn.

Dear Mr. Blakesley:-

Enclosed please find two checks for
\$2,500 each, from my father and myself, for
the endowment of a free bed in the Waterbury
Hospital, to be known as the Charlotte
Benedict Hill Free Bed.

Yours very truly,

Katherine Power

Feb. 23, 1915.

Mr. Edwin C. Northrop,
City

Dear Mr. Northrop:-

I am enclosing a check for
\$5,000, payable to the Waterbury
Hospital, to be added to the
Charlotte B. Hill Fund.

Yours sincerely,

Katherine Powers

June 26, 1926.

HILL ROBERT W. & SUE

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Robert W. and Susie E. Hill Bed Fund

Established by Miss Susie E. Hill

Condition of Gift.

Copy of letter from Susie E. Hill to Albert J. Blakesley,
Treasurer of the Waterbury Hospital.

Mr. Albert J. Blakesley, Treas.,
The Waterbury Hospital
Waterbury, Conn.,

Dear Sir:-

Enclosed I hand you check for \$5,000.- for the
foundation of a free cot in The Waterbury Hospital to be
established according to the by-laws of the said hospital
and to be known as

The Robert W. Hill
and Susie E. Hill
Free cot.

for all time.

Please acknowledge receipt at your convenience.

Yours very truly,

March 2, 1910

Susie E. Hill

Extract from Report of Executive Committee 1910

"Through the liberality of Miss Susie E. Hill
another free bed has been endowed with a fund of
\$5000. It is to be known as the Robert W. Hill
and Susie E. Hill Cot."

Treasurer's Report 1910 shows receipt of this fund.

Mr. Albert J. Blakesley, Treas.,
and Susie E. Hill Bed Fund
Trst of Permanent Bed Funds)

Mr. Albert J. Blakesley, Treas.,
The Waterbury Hospital,
Waterbury, Conn.,

Dear Sir: -

Enclosed I hand you check for

\$5,000.- for the foundation of a free

cot in The Waterbury Hospital to be

established according to the by-laws of

the said hospital and to be known as

The Robert W. Hill

and Susie E. Hill

Free cot

for all time.

Please acknowledge receipt at

your convenience.

Yours very truly,

March 2, 1910.

Susie E. Hill

LAST WILL AND TESTAMENT

OF

ABBIE C. HOPKINS

LATE OF

NAUGATUCK, CONN.

I, ABBIE C. HOPKINS, of the Town of Naugatuck, New Haven County, Connecticut, make, publish and declare the following as and for my Last Will and Testament, hereby revoking any and all other wills by me heretofore made.

F I R S T

I direct my Executor hereinafter named to pay all my just debts and funeral expenses.

S E C O N D

I give and bequeath to THE COLONIAL TRUST COMPANY, a corporation of Waterbury, in said County and State, all my furniture, pictures, books, silver, jewelry, clothing and other household and personal effects, and request that it distribute them in accordance with such written directions as I may leave, sell any of said property concerning which I leave no such directions, and add the proceeds thereof to the residue of my estate which is disposed of in the Seventh Section hereof.

T H I R D

I give and bequeath to each male person regularly employed by me at the time of my decease in or about my residence in Naugatuck, Connecticut, Two Hundred Dollars (\$200.00), and to each female person thus employed by me One Hundred Dollars (\$100.00), for each year and fraction of a year for which he or she shall have been so employed at the time of my decease.

To THERESA G. PILLER, of 270 Walnut Street, Waterbury, Connecticut, who is not thus employed, I give and bequeath the sum of Five Hundred Dollars (\$500.00) in recognition of her many years of faithful service.

FOURTH

I give and bequeath to the CENTER STREET CEMETERY ASSOCIATION, of the Town of Wallingford, Connecticut, Five Hundred Dollars (\$500.00) for the uses and purposes of said Association.

FIFTH

I give, devise and bequeath to THE GROVE CEMETERY ASSOCIATION, of said Naugatuck, any unused lots or plots in any of the cemeteries owned or maintained by it in said Naugatuck of which I may die seized or possessed, and direct my Executor to have the date of my decease inscribed upon the tablet in the Hopkins lot in the Hillside Cemetery, in said Naugatuck.

SIXTH

I give and bequeath to the Trustee hereinafter named Five Thousand Dollars (\$5,000.00), IN TRUST, NEVERTHELESS, in perpetuity, to invest and reinvest, and pay so much of the net income thereof to THE GROVE CEMETERY ASSOCIATION aforesaid, for use by it as is reasonably necessary, in the opinion of the Trustee, for the preservation, care and maintenance of the cemetery lots and plot known as the "Hopkins" lots and the "Oliver and Harriet Evans" plot, and the monuments thereon, in the Hillside Cemetery, in said Naugatuck, and for the preservation, care and maintenance of the Guntown Cemetery, in said Naugatuck, and the monuments and headstones of the ancestors of my husband, Samuel E. Hopkins, late of said Naugatuck, deceased, which are located therein, which care shall include and require that said lots and plot shall be filled with plants each year before the thirtieth of May, tended and cared for during the Summer, and that each year before December Twenty-fifth proper Christmas wreaths shall be placed upon the monuments thereon. Any of said net income not reasonably necessary for the purposes aforesaid, in the opinion of the Trustee,

shall be added by it to the \$5,000.00 principal aforesaid, and whenever such principal shall amount to \$10,000.00, in the opinion of the Trustee, so much of the net income of said principal as is not, in the opinion of the Trustee, reasonably necessary for the purposes aforesaid, shall be transferred, paid and delivered to said GROVE CEMETERY ASSOCIATION for use by it for the general preservation, care and maintenance of said Hillside, Guntown and Grove Cemeteries.

SEVENTH

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description, including lapsed or void legacies and devises, which fund shall be known as and named "THE HOPKINS MEMORIAL", to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, IN TRUST, NEVERTHELESS, to invest and reinvest, and from the net income thereof to pay the following annuities:

A.

To LILLIAN HOPKINS, widow of George B. Hopkins, of Helena, Montana, during the remainder of her life, the sum of One Hundred Dollars (\$100.00) annually.

To JESSIE PERKINS, of Wallingford, Connecticut, daughter of Helen Bartholomew Perkins, during the remainder of her life, the sum of Two Hundred Fifty Dollars (\$250.00) annually.

To EMILY HOPKINS TURTON, of Naugatuck, Connecticut, during the remainder of her life, the sum of One Hundred Dollars (\$100.00) annually.

To HARRIET HOPKINS FLINT, of Naugatuck, Connecticut, during the remainder of her life, the sum of One Hundred Dollars (\$100.00) annually.

To WILLIAM B. HOPKINS, of Naugatuck, Connecticut, during the remainder of his life, the sum of One Hundred Dollars (\$100.00) annually.

To SAMUEL J. COOK, my nephew, of Southington, Connecticut, during the remainder of his life, the sum of Two Hundred and Fifty Dollars (\$250.00) annually.

To BERTHA CHILDS BAUMANN and LENA CHILDS DELIUS, daughters of Elizabeth Bartholomew Hamilton, late of Wallingford, Connecticut, deceased, and after the decease of either of them to the survivor, during the remainder of their lives, the sum of Two Hundred Dollars (\$200.00) annually, share and share alike. Upon the decease of both the said Bertha Childs Baumann and Lena Childs Delius, said annuity of Two Hundred Dollars (\$200.00) shall be paid to the daughters of said Bertha Childs Baumann, to wit: NATALIE RICHARDSON and MADELINE EASTOP, share and share alike, and to the survivor of them, during the remainder of their lives. Upon the death of the last survivor of said four named beneficiaries, I direct that the sum of Four Thousand Dollars (\$4,000.00) be paid from the principal of said trust fund to ANNE ELIZABETH RICHARDSON, daughter of Natalie-Richardson, aforesaid, if she be then living, to be hers absolutely.

Until said trust fund is established, I direct my Executor to pay from my general estate, quarterly or semi-annually, from the date of my death, the annuities payable to each of the aforesaid persons named in this paragraph, except to those whose annuity is not payable until after the death of another person, provided, however, that if any of the persons thus provided for dies before the expiration of twelve months after my death, said payments provided for him or her shall terminate upon his or her death.

B.

To THE CONGREGATIONAL CHURCH SOCIETY, of Naugatuck, Connecticut, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, to be known as "THE HOPKINS FUND", for the general uses and purposes of said Society.

To ST. MICHAEL'S PARISH OF THE PROTESTANT EPISCOPAL CHURCH, of Naugatuck, Connecticut, the sum of One Hundred Dollars (\$100.00) annually, in perpetuity, to be known as "THE ADAMS FUND", for the general uses and purposes of said Parish.

To THE NEW HAVEN COUNTY ANTI-TUBERCULOSIS ASSOCIATION, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, for the use of GAYLORD FARM SANITORIUM, of Wallingford, Connecticut.

To THE MASONIC CHARITY FOUNDATION OF CONNECTICUT, now located in Wallingford, Connecticut, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, in memory of my husband's father, WILLARD HOPKINS, and his uncle, ENOS O. ADAMS, for the general uses and purposes of said Foundation.

To NAUGATUCK DAY NURSERY, of Naugatuck, Connecticut, the sum of One Hundred Dollars (\$100.00) annually, in perpetuity, for the general uses and purposes of said Nursery.

To NAUGATUCK CHAPTER OF THE AMERICAN RED CROSS, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, for the general uses and purposes of said Chapter.

To BOROUGH OF NAUGATUCK, CONNECTICUT, the sum of Eighty Dollars (\$80.00) annually, in perpetuity, for the use and maintenance of the SCOTT STREET PLAYGROUND, heretofore conveyed by my husband, Samuel E. Hopkins, to said Borough.

To THE YOUNG MEN'S CHRISTIAN ASSOCIATION, of Naugatuck, Connecticut, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, for the general uses and purposes of said Association.

If the legal existence of any of the beneficiaries hereinbefore provided for shall be terminated, or if any of said beneficiaries shall fail to function for its present purposes to the satisfaction of the Trustee, or if for any reason any of the payments provided

for cannot be made to any of such beneficiaries for the purposes and as hereinbefore provided, I direct the Trustee, upon the happening of any such contingency, to terminate said payment.

C.

After the payment of the annuities as hereinbefore provided for, I direct that the remainder of said net income be added to the principal of said fund, and invested and reinvested for a period of time not exceeding twenty years after my decease.

(a) If, during said period of twenty years, the Governing Board of the NAUGATUCK HOSPITAL CORPORATION, a corporation of said Naugatuck, (Hereinafter referred to as "Naugatuck Hospital"), concludes that the available funds of the Naugatuck Hospital, together with the total of the income thus added to the principal of this fund, are sufficient, in its opinion, to warrant the building and maintenance of a hospital in said Naugatuck, and notifies the Trustee to that effect, and requests, in writing, that a sum of money equal to the income thus added to the principal of this fund be paid to the Naugatuck Hospital for said purpose, the Trustee is hereby authorized and directed to pay the Naugatuck Hospital all such income theretofore added to the principal of this fund, which shall be used as said Governing Board may deem wise and for the best interests of the Naugatuck Hospital, and thereafter the Trustee shall pay quarterly, in perpetuity, to the Naugatuck Hospital said remainder of the net income upon said principal sum for the general uses and purposes of such hospital.

(b) If, however, at the termination of said twenty-year period, no hospital has been built by the Naugatuck Hospital in said Naugatuck, I direct the Trustee to continue to hold and invest and reinvest said fund and the increment thereto, as aforesaid, until a hospital has been erected in said Naugatuck by the Naugatuck Hospital, and meantime to pay to THE WATERBURY HOSPITAL, a

corporation of said Waterbury, said remainder of the net income from said fund and from the increment thereto for the purpose of providing accommodations and medical care and attention for the poor and needy residents of the Borough of Naugatuck aforesaid, with the understanding, however, that the surplus of said income, if any, may be used by The Waterbury Hospital aforesaid for its general uses and purposes.¹⁷

(c) If, at some later period, a hospital is erected in said Naugatuck by the Naugatuck Hospital, I direct the Trustee to pay said remainder of the net income from said fund and from the increment thereto, in perpetuity, to the NAUGATUCK HOSPITAL, to be used for the general purposes of said institution. >>

EIGHTH

I direct the Executor to pay all inheritance, transfer and other taxes upon each devise and legacy herein made as an expense of the administration of my estate.

NINTH

I hereby appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this Will and Trustee of all Trusts herein created, and direct that no bond be required of it in either capacity. I further hereby authorize and empower said The Colonial Trust Company as such Executor and Trustee, in its discretion and without incurring any liability by so doing, to continue in the form in which it shall receive the same any investments of my property or to reinvest the same in such manner as it shall deem expedient, although such investments may not be of the character authorized by law for the investment of trust funds, and to sell, convey, transfer or lease any of my real or personal property upon such terms as it shall deem expedient, and to execute and deliver valid deeds, transfers, leases and other instruments

necessary or proper for such purpose, without an order of Court, requesting, however, that it refrain from making any sale or transfer of my Naugatuck residence aforesaid that may, in its opinion, injuriously affect the value of neighboring real property or unduly annoy the owners thereof. I further hereby authorize said The Colonial Trust Company, in its capacity both as Executor and as Trustee, in its discretion, to pay any of the legacies herein provided for by transferring to the legatee any such investments as it deems advisable at the market value thereof, as determined by it at the time of such payment; and, if it deems it expedient to do so, to borrow money for the purpose of making any or all of the payments herein provided for, and for that purpose to pledge any or all of the property of my estate as security for such loans, and I further authorize and direct it, so far as it may legally do so, to omit the making of any formal appraisal of the property of my estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 20th day of April, A.D. 1938.

ABBIE C. HOPKINS (SEAL)

Signed and sealed by the within named Testatrix, ABBIE C. HOPKINS, and by her declared to be her last Will and Testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 20th day of April, A.D. 1938.

LUCIAN D. WARNER
JEAN L. ARCHAMBAULT } WITNESSES.
GUSTAV A. ANDERSON }

STATE OF CONNECTICUT, } SS. Naugatuck, April
COUNTY OF NEW HAVEN, } 20th A. D. 1938.

Then and there personally appeared the undersigned, who being duly sworn, depose and say that

they witnessed the execution of the within will of the within named Testatrix, ABBIE C. HOPKINS; that the said ABBIE C. HOPKINS subscribed said will and declared the same to be her Last Will and Testament in their presence and in the presence of Gustav A. Anderson; that they and the said Gustav A. Anderson thereafter subscribed the same as witnesses in the presence of said Testatrix and in the presence of each other and at the request of said Testatrix; that the said Testatrix at the time of the execution of said will appeared to them to be of full age and of sound mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said Testatrix.

LUCIAN D. WARNER of Naugatuck, Conn.

JEAN L. ARCHAMBAULT of Middlebury, Conn.

Subscribed and sworn to, before me,
the day and year above written.

G. A. ANDERSON

Notary Public.

STATE OF CONNECTICUT, }
DISTRICT OF NAUGATUCK. } SS. PROBATE COURT,

_____ 19 ____.

This certifies that the within and foregoing is a true and attested copy of The Last Will and Testament of ABBIE C. HOPKINS, on file in the Probate Court for the District of Naugatuck.

ATTEST: _____
Judge

ABBIE C. HOPKINS died on the 28th day of December, 1939. The foregoing Will was admitted to probate in the Probate Court for the District of Naugatuck, Connecticut, and THE COLONIAL TRUST COMPANY confirmed as Executor on the 8th day of January, 1940.

THE WATERBURY HOSPITAL

Endowment of Permanent Room or Bed Fund

Name of Fund "The Hopkins Memorial" (Abbie C. Hopkins Trust Fund)

Established by Will of Abbie C. Hopkins, Naugatuck, Connecticut

Condition of Gift:

Extract from Will of Abbie C. Hopkins, Article Seventh, (Section) C:

"After the payment of the annuities as hereinbefore provided for, I direct that the remainder of said net income be added to the principal of said fund, and invested and reinvested for a period of time not exceeding twenty years after my decease.

"(a) If, during said period of twenty years, the Governing Board of the Naugatuck Hospital Corporation, a corporation of said Naugatuck, (Hereinafter referred to as "Naugatuck Hospital"), concludes that the available funds of the Naugatuck Hospital, together with the total of the income thus added to the principal of this fund, are sufficient, in its opinion, to warrant the building and maintenance of a hospital in said Naugatuck, and notifies the Trustee to that effect, and requests, in writing, that a sum of money equal to the income thus added to the principal of this fund be paid to the Naugatuck Hospital for said purpose, the Trustee is hereby authorized and directed to pay the Naugatuck Hospital all such income theretofore added to the principal of this fund, which shall be used as said Governing Board may deem wise and for the best interests of the Naugatuck Hospital, and thereafter the Trustee shall pay quarterly, in perpetuity, to the Naugatuck Hospital said remainder of the net income upon said principal sum for the general uses and purposes of such hospital.

"(b) If, however, at the termination of said twenty-year period, no hospital has been built by the Naugatuck Hospital in said Naugatuck, I direct the Trustee to continue to hold and invest and reinvest said fund and the increment thereto, as aforesaid, until a hospital has been erected in said Naugatuck by the Naugatuck Hospital, and meantime to pay to The Waterbury Hospital, a corporation of said Waterbury, said remainder of the net income from said fund and from the increment thereto for the purpose of providing accommodations and medical care and attention for the poor and needy residents of the Borough of Naugatuck aforesaid, with the understanding, however, that the surplus of said income, if any, may be used by The Waterbury Hospital aforesaid for its general uses and purposes.

"(c) If, at some later period, a hospital is erected in said Naugatuck by the Naugatuck Hospital, I direct the Trustee to pay said remainder of the net income from said fund and from the increment thereto, in perpetuity, to the Naugatuck Hospital, to be used for the general purposes of said institution."

* * * * *

Abbie C. Hopkins died December 28, 1939.

Naugatuck Hospital Corporation dissolved June 13, 1951.

Trustee of Fund: The Colonial Trust Company of Waterbury, Connecticut.

THE WATERBURY HOSPITAL

Endowment of Permanent Room or Bed Fund

Name of Fund The Winnifred H. Judson Free Room Fund

Established by Will of Fletcher W. Judson

Condition of Gift:

(Letter to Mr. Charles V. Wynne, Administrator of Waterbury Hospital, from Mr. Earl Avery, Vice President & Trust Officer of The Waterbury National Bank, dated December 24, 1957, as follows:)

"Dear Mr. Wynne:

"We are pleased to enclose check for fifty thousand dollars (\$50,000) in payment of the bequest under Article Sixth of the Last Will and Testament of Fletcher W. Judson which reads as follows:

'On the death of my wife, said Winnifred H. Judson, I give and bequeath to the Waterbury Hospital, a corporation of Waterbury, Connecticut, the sum of Fifty Thousand (\$50,000) Dollars in trust and upon the following uses and trusts: to use the income from said trust fund for the establishment and maintenance of a free room in said Waterbury Hospital, said free room to be known as "The Winnifred H. Judson Room."

"With kindest regards.

"Sincerely yours,

Earl Avery
Vice President & Trust Officer "

V.

On the death of my wife, said Winnifred H. Judson, I give and bequeath the sum of Twenty Thousand (\$20,000) Dollars to each of the following organizations:

- (a) To the Young Mens Christian Association of Waterbury, Conn.
- (b) To the Board of the Home Missions of the Congregational and Christian Churches, the main office being at present located at 287 Fourth Avenue, New York City.
- (c) To the American Board of Commissioners for Foreign Missions of Boston, Mass.
- (d) To the First Congregational Church of Watertown, Conn.
- (e) To the Connecticut Junior Republic, located in Litchfield, Conn.
- (f) To the Boys Club, Inc., of Waterbury, Conn.
- (g) To the Gaylord Farm Sanitorium located at Wallingford, Conn.
- (h) To the Hampton Institute of Hampton, Va.
- (i) To the Tougaloo College of Tougaloo, Miss.
- (j) To the Tuskegee Institute of Tuskegee, Alabama.
- (k) To the Hungerford School of Winter Park, Florida.

VI.

On the death of my wife, said Winnifred H. Judson, I give and bequeath to the Waterbury Hospital, a corporation of Waterbury, Connecticut, the sum of Fifty Thousand (\$50,000) Dollars in trust and upon the following uses and trusts: to use the income from said trust fund for the establishment and maintainence of a free room in said Waterbury Hospital, said free room to be known as "The Winnifred H. Judson Room".

VII.

The cemetery lot which I own in Riverside Cemetery in Waterbury, Conn., I give and devise to the Riverside Cemetery Association, to be resold by them, when deemed desirable, the proceeds thereof to be added to the General Endowment Fund of the Association, and the same to be used in accordance with the Rules thereof.

VIII.

I give to the Woodbury Cemetery Association of Woodbury, Conn., One Thousand (\$1,000) Dollars, as an Endowment Fund, to be used to keep in first class condition the lot known as the Judson lot, purchased by my father, John Wesley Judson, and the unused balance of the income

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Calvin K. Kazanjian Memorial Fund

Established by Sarann B. Kazanjian
(Mrs. Calvin K. Kazanjian)

Condition of Gift.

Extract from letter from Guerin B. Carmody, dated September 26, 1950. to Paul E. Fenton.

"Mrs. Kazanjian will make a gift of \$20,000 to The Waterbury Hospital (\$12,000 in 1950 and \$8,000 the first half of 1951) for a Bed Endowment Fund, a suitable plaque to be provided by the Hospital. Mrs. Kazanjian, her daughter, son-in-law and grandchildren reserve the right to use the room, free of charge, up to the extent of the income from the Endowment Fund, in any one year.

In the event that the room is not so used by the family, the income is to be used for the maintenance of the room and the general purposes of the Hospital and any unused income in any one calendar year to be transferred to the Hospital's general account."

**KELLOGG, STEPHEN W.
& HOSMER, LUCIA**

THE WATERBURY HOSPITAL

Endowment of Permanent Room or Bed Fund

Name of Fund Stephen Wright Kellogg and Lucia Hosmer Kellogg Free Bed Fund

Established by Will of Charles Poole Kellogg

Condition of Gift:

Article Second, Paragraph a, of the Will of Charles Poole Kellogg reads as follows:

"I give and bequeath the sum of Three Thousand Dollars (\$3,000.00) to the WATERBURY HOSPITAL, of Waterbury, Connecticut, and request the governing officers thereof to invest and reinvest the same in the manner trustees would and to add the same to the Stephen Wright Kellogg and Lucia Hosmer Kellogg Fund given to said hospital under the will of my mother, Lucia Hosmer Kellogg, the combined fund to be known as the Stephen Wright Kellogg and Lucia Hosmer Kellogg Free Bed Fund and the income thereof to be applied to the maintenance of a free bed in said hospital, preference in the use of which shall be given to such person or persons as the governing authorities of the Second Congregational Church of said Waterbury may designate."

* * * * *

The following vote was taken in the meeting of the Hospital Executive Committee held February 27, 1959:

"After discussion, and upon motion duly made and seconded, it was VOTED

That the \$3,000 bequest be set up on the Hospital's books as the 'Stephen Wright Kellogg and Lucia Hosmer Kellogg Free Bed Fund,' the income therefrom to be applied to the maintenance of a free bed in Waterbury Hospital, preference in the use of which is to be given to such person or persons as the governing authorities of the Second Congregational Church may designate.

"Further, upon motion duly made and seconded, it was VOTED

That the \$2,000 in the General Endowment Fund, which represents a bequest from Lucia H. Kellogg, be not transferred and not added to the Stephen Wright Kellogg and Lucia Hosmer Kellogg Free Bed Fund."

KIRK, BETH

WATERBURY HOSPITAL

The Beth Kirk Memorial

Copies of letters concerning gift of Miss Harriet Kirk
in memory of her sister.

Waterbury, Connecticut
September 6, 1944

Waterbury Hospital Corporation,
Waterbury, Connecticut

Gentlemen -

I hereby donate to the Waterbury Hospital, a corporation of Waterbury, Connecticut, the sum of Five Thousand Dollars (\$5000.00), requesting that it be designated - The Beth Kirk Memorial - in memory of my sister, and that during such time as the hospital of said corporation in said Waterbury is conducted by said corporation, the net income of this gift be applied to the establishment and maintenance of a free bed in said hospital, for the use of the members of the Second Congregational Church of Waterbury and their families.

Very truly,

HARRIET KIRK

Waterbury, Connecticut
September 8, 1944

Miss Harriet Kirk,
141 Grove Street,
Waterbury, Connecticut.

My dear Miss Kirk:

It gives me great pleasure to acknowledge, in behalf of the Waterbury Hospital, receipt from you of five thousand dollars to be designated as The Beth Kirk Memorial in memory of your sister.

It is my understanding that you wish the control of this fund to be invested in the pastor of the Second Congregational Church, the income from the fund to be used for free bed service to members of the Second Congregational Church of Waterbury and their families.

If you wish any other person or persons to select beneficiaries of this fund will you kindly let me know.

Very sincerely yours,

EDWIN C. NORTHROP

Treasurer,
Waterbury Hospital

KIRK, HENRY &
BETHIA

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund.

Name of Fund Henry and Bethia Kirk Fund

Established by the Misses Kirk

Condition of Gift.

Reported on hand by Treasurer in report of 1928 - \$5,000.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Margaret Kirk Bed Fund

Established by Mrs. Bethia W. Kirk and family, of Waterbury, Conn.

Condition of Gift.

Memorandum of Executive Committee of The Waterbury
Hospital with reference to this gift reads as follows:

Waterbury, Conn., April 4, 1918

Mrs. Bethia W. Kirk and family have presented to The Waterbury Hospital, \$5,000.- for a bed fund to be named "The Margaret Kirk free cot" in form as follows:

Before the death of Margaret Kirk she possessed twelve (12) shares of the stock of The American Brass Company, which she said she wished given to the hospital. To carry out this wish the family have delivered this stock in form for transfer. As of yesterday, the bid price for The American Brass Company stock was 231. At this price the donation amounts to \$2,772. A Check for \$2,228.- has been received, making up a total of \$5,000. There are no restrictions on the sale of the stock and the hospital is at liberty to sell it now, or at any future time. A vote to accept the fund in the form described is asked by your Investment Committee with instructions.

Memo-

At a meeting of the directors held Apl 6th it was voted to accept the stock of The American Brass Co. as part of the above fund.

O.S.N.

Treasurer's Report 1918 shows receipt of this fund.

RE: MARGARET KIRK BED FUND
(Part of Permanent Bed Funds)

Waterbury, Conn., April 4, 1918.

Mrs. Bethiah W. Kirk and family have presented to The Waterbury Hospital, \$5,000.- for a bed fund to be named "The Margaret Kirk free cot" in form as follows:

Before the death of Margaret Kirk she possessed twelve (12) shares of the stock of The American Brass Company, which she said she wished given to the hospital. To carry out this wish the family have delivered this stock in form for transfer. As of yesterday, the bid price for The American Brass Company stock was 231. At this price the donation amounts to \$2,772. A check for \$2,228.- has been received, making up a total of \$5,000. There are no restrictions on the sale of the stock and the hospital is at liberty to sell it now, or at any future time. A vote to accept the fund in the form described is asked by your Investment Committee with instructions.

At a meeting of the directors held April 6" it was voted to accept the stock of the American Brass Co. as part of the above fund.

over

LEAVENWORTH,
CYNTHIA

THE WATERBURY HOSPITAL
Endowment or Permanent Room or Bed Fund

Name of Fund Cynthia Leavenworth Free Bed Fund

Established by Will of Elisha Leavenworth

Condition of Gift.

Latter part of Article Twentieth of Will of
Elisha Leavenworth reads as follows:

ARTICLE TWENTIETH

* * *

I also give and bequeath to said Hospital the sum of ten thousand dollars (\$10,000), in TRUST, the income arising therefrom to be used for the purpose of maintaining a free bed, in memory of my deceased wife, for the use of such persons as may be designated by the executive committee of said Hospital, the same to be to it and its successors forever.

Treasurer's Report 1911 shows receipt and investment of this fund.

THE WATERBURY HOSPITAL
Endowment or Permanent Room or Bed Fund

Name of Fund The E. C. Lewis Bed Fund

Established by E. C. Lewis, Waterbury, Conn.

Condition of Gift.

Letter written by E. C. Lewis to Hon. F. J. Kingsbury, Pres., Waterbury Hospital, referring to this gift reads as follows:

Waterbury, Conn., Sept. 20, 1898

Hon. F. J. Kingsbury, Pres.,

Waterbury Hospital,

City.

Dear Sir:

The Waterbury Hospital hold in their hands the sum of Five Thousand Dollars (\$5,000), being a gift from me, subject to my future order as to how the gift should be disposed of.

I now desire to present to Trinity Church of Waterbury, the right to name the occupants of the bed founded by said sum; said right to be exerted by the Rector of said Church, or in his absence by the Senior Warden.

I desire this gift to take effect at once.

Yours respectfully.

E. C. Lewis

Witness -
Ed. F. Lewis.

Extract from Executive Committee Report 1897.

"One of our Directors, Mr. E. C. Lewis, has given us a check for \$5,000.00, reserving the right hereafter to limit the use of it if he should see fit."



Waterbury, Conn. Sept. 20. 1898. 189

Hon. F. J. Kingsbury, Pres.,
Waterbury Hospital,
City.

Dear Sir:-

The Waterbury Hospital hold in their hands the sum of Five Thousand Dollars (\$5,000), being a gift from me, subject to my future order as to how the gift should be disposed of.

I now desire to present to Trinity Church of Waterbury, the right to name the occupants of the bed founded by said sum; said right to be exercised by the Rector of said Church, or in his absence by the Senior Warden.

I desire this gift to take effect at once.

Yours respectfully,

E. C. Lewis

witness —
Ed. F. Lewis

WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Rose A. Lott Fund

Established by Will of Rose A. Lott, late of Waterbury, deceased

Condition of Gift.

Paragraph 8 of will of Rose A. Lott reads as follows:

I give and bequeath to The Waterbury Hospital,
located in said Waterbury, the sum of Five Thousand
(\$5,000.) Dollars to be known as "The Rose A. Lott Fund",
IN TRUST, NEVERTHELESS, to be applied for the establish-
ment of a free bed in said Hospital for the use of such
person or persons as may be designated by the minister
in charge for the time being of The First Methodist
Episcopal Church of said Waterbury.

Treasurer's Report 1920 shows receipt of this fund.

I, MARY L. MEIGS, of Waterbury, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

ARTICLE ONE

I direct that my funeral expenses and all my just debts, except such as at my decease shall be secured by mortgage, shall be borne and paid by my Executor out of my general estate. I further direct that all estate, succession or inheritance taxes, whether State or Federal, that may be imposed by reason of my death upon my estate or upon any beneficiary of mine, shall be borne and paid from my general estate and that the same shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferrees, or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE TWO

I give and bequeath to my cousins, HOBART MONTAGUE and GENIVIEVE MONTAGUE, and to their daughter, NANCY MONTAGUE HOTCHKISS, or to such of them as shall survive me, all of my household furniture, furnishings and supplies, books, pictures, jewelry, wearing apparel, and all other articles of personal and domestic use, to be theirs absolutely.

ARTICLE THREE

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of Two Thousand Dollars (\$2,000.00), in trust, nevertheless, for the following purposes, to wit:

I direct that so much of the income from said trust fund as may be found necessary shall be expended for the proper care and upkeep of the lots of my father, CHARLES A. MEIGS, my grandfather, SAMUEL MEIGS, and my great-grandfather, DAVID TOMLINSON, located in the north cemetery, known as "Brookside Cemetery", at Quaker Farms, so-called, in the Town of Oxford, County of New Haven, State of Connecticut. I particularly desire

that the monuments and markers be kept erect, free from discoloration and clean, the graves properly leveled, and the lawn in good condition, and that the Trustee exercise personal supervision thereof.

Should there be any income remaining after providing for the proper care of said lots as aforesaid, then I request that such remaining income be applied towards the repairs and proper maintenance of the Church building of CHRIST CHURCH PARISH, in said Town of Oxford. Should said Christ Church Parish abandon the maintenance of a church building in said Town of Oxford, then it is my desire that said remainder of the income be paid to THE WATERBURY HOSPITAL, to be added to and used as a part of the income of the "Meigs Fund" hereinafter provided for in Article Twelve of this Will.

ARTICLE FOUR

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of One Thousand Dollars (\$1,000.00) in trust, nevertheless, the income only thereof to be used, first, for the care and maintenance of the EBENEZER RIGGS lot, located in the cemetery known as the Episcopal and Congregational Cemetery situated in the center of the Town of Oxford, and, if there be income remaining, for the care and maintenance of the lots of my great grandfather, COLONEL JOHN DAVIS, and of such of his descendants as may be found necessary.

ARTICLE FIVE

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, in memory of the Meigs and Tomlinson families, the sum of Five Thousand Dollars (\$5,000.00), in trust, nevertheless, for the following purposes, to wit:

I direct that the income from said trust fund shall be applied to the maintenance and support of the services conducted in the Town of Oxford by the Christ Church Parish, located in Quaker Farms, so-called, in said Town, so long as said Parish shall continue to maintain a church building in said Town and to conduct services therein.

Should said Christ Church Parish abandon the maintenance of a church building in said Town of Oxford and the conduct of services therein, I direct that this trust shall cease and determine, and the then principal of this fund I give and bequeath to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be added to and become a part of the "Meigs Fund" provided for in Article Twelve of this will.

ARTICLE SIX

I give and bequeath to ST. JOHN'S PROTESTANT EPISCOPAL CHURCH, of Waterbury, Connecticut, to be its absolutely, the sum of One Thousand Dollars (\$1,000.00).

ARTICLE SEVEN

I give and bequeath to ALL SOULS EPISCOPAL CHURCH, of Waterbury, Connecticut, to be its absolutely, the sum of One Thousand Dollars (\$1,000.00).

ARTICLE EIGHT

In memory of MISS ADALINE HAWLEY, I give and bequeath to ST. MARGARET'S SCHOOL FOR GIRLS, located on Chase Parkway, Waterbury, Connecticut, to be a part of its Memorial Building Fund, the sum of One Thousand Dollars (\$1,000.00).

ARTICLE NINE

I give and bequeath to the following named persons the sums hereinafter set forth, to be to each of them absolutely:

(a) To HOMER RIGGS, son of my cousin, Clarence Riggs, the sum of Five Thousand Dollars (\$5,000.00). Should he predecease me, I give and bequeath said sum in equal shares to his children.

(b) To CLARENCE RIGGS, son of my cousin, Clarence Riggs, the sum of Five Thousand Dollars (\$5,000.00). Should he predecease me, I give and bequeath said sum in equal shares to his children.

(c) To my cousins, HOBART MONTAGUE and GENIVIEVE MONTAGUE, or to the survivor if either predecease me, the sum of Twenty Thousand Dollars

(\$20,000.00).

(d) To MARGARET M. GRANNISS, the sum of Three Thousand Dollars (\$3,000.00).

(e) To MRS. LOUISE VAILL, the sum of Two Thousand Dollars (\$2,000.00).

(f) To MRS. GERTRUDE SMITH CLARK, the sum of One Thousand Dollars (\$1,000.00).

(g) To MRS. FLORENCE SMITH MERRIAM, the sum of One Thousand Dollars (\$1,000.00).

ARTICLE TEN

If my cousin, MRS. FRANCES CHURCH STRAPP, shall survive me, then I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of Ten Thousand Dollars (\$10,000.00), in trust, nevertheless, for the following purposes:

Said Trustee shall so long as my cousin, MRS. FRANCES CHURCH STRAPP, shall live, pay over to my said cousin, or apply for her benefit, the net income of said trust fund and so much of the principal as shall, in light of her total income and in the judgment of my Trustee, be necessary to assure her comfortable support and maintenance. Upon her death the remaining principal of said trust fund shall be added to and become a part of the "Meigs Fund" provided for in Article Twelve of this will.

ARTICLE ELEVEN

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of Fifty Thousand Dollars (\$50,000.00), in trust, nevertheless, for the following purposes, to wit:

From the income thereof the Trustee shall pay the sum of One Hundred Dollars (\$100.00) to each, quarterly at the end of each quarter, the first quarter to commence with the date of my death, to my cousins, MRS. FRANCES CHURCH STRAPP and NANCY MONTAGUE HOTCHKISS and to MISS MARGARET M. GRANNISS and MISS NORA PICKETT, so long as Mrs. Frances Church Strapp, Miss Margaret M. Granniss and Miss Nora Pickett, or any one of them shall live. Such annuities shall not be subject to apportionment in the event of death

between quarters. Any income not so expended in any year shall be added to the principal, provided, that should the income be insufficient in any year, then the Trustee may use prior income which has been added to principal in order to make up the deficiency. Should there still remain a deficiency, such deficiency shall be pro rated among said beneficiaries.

Upon the death of the last survivor of the above named three beneficiaries this trust shall cease and terminate and the principal thereof I give and bequeath as follows:

A. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00 to my cousin, NANCY MONTAGUE HOTCHKISS, if then living, to be hers absolutely. Should my said cousin be not then living, I give and bequeath said sum to her then living issue, if any there be, per stirpes, to be theirs absolutely, but if there be no then living issue of hers, I give and bequeath said sum to THE WATERBURY HOSPITAL, to be added to and become a part of the "Meigs Fund" provided for in Paragraph Twelve of this will

B. I give and bequeath to said THE WATERBURY HOSPITAL the balance of said principal to be added to and become a part of the "Meigs Fund" provided for in Article Twelve of this Will.

ARTICLE TWELVE

All of the rest, residue and remainder of my property, both real and personal and wheresoever situated, including lapsed or void bequests, I give, devise and bequeath to THE WATERBURY HOSPITAL, a corporation of said Waterbury, the principal thereof to be held as a perpetual trust to be known as the "Meigs Fund", and the income only thereof to be used for the care at said Hospital of persons in reduced circumstances in such manner as the Board of Directors of said Hospital may determine.

ARTICLE THIRTEEN

I appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will. I further direct that no bonds be required of it in its capacity as Executor or as Trustee of the trusts hereinbefore created. I further give to my said Executor and Trustee in its respect

expressly power to sell and convey any and all real estate, without an order of court, and upon such terms, including the taking of a purchase money mortgage, as it may see fit, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower my said Executor and Trustee to sell, exchange, transfer, or otherwise dispose of any and all properties, real or personal, from time to time acquired by it in either capacity, and to invest and reinvest the proceeds of any property, real and personal, in such securities as it may deem wise including stocks, bonds and other securities, or in a common trust fund established by it pursuant to any statutes now or hereafter enacted, expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable for any loss resulting to my estate or to the trust funds held by it from any investment or reinvestment made or retained by it in good faith. I further direct that said Executor and Trustee need not create a sinking fund from income or otherwise make good to principal any loss on securities purchased when from the falling due of said securities or otherwise the original cost thereof is lost in whole or in part, nor credit income or otherwise make adjustments between income and principal by reason of the fact that securities may be purchased or acquired at a discount, nor shall the income be charged in any form with losses arising from depreciation in the principal of the trust. I further authorize my said Executor and Trustee in its discretion to make payment of any legacies provided for in this will and also partial and final distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, and its judgment therein shall be binding and conclusive on all parties. I further direct that all expenses incurred, including Trustee's commission, shall be charged to principal or income as my said Executor and Trustee shall, in its sole discretion, deem fit and proper.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 17th

day of July, A. D. 1952.

MARY L. MEIGS (L.S.)

Signed and sealed by the within named Testatrix, MARY L. MEIGS, and by her declared to be her Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 17th day of July, A. D. 1952.

ELIZABETH A. MACDONALD

BEATRICE N. BOWSER Witnesses.

WILLIAM W. GAGER

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } SS. Waterbury July 17th, A. D. 1952

Then and there personally appeared the undersigned, who being duly sworn, depose and say that they witnessed the execution of the within will of the within named Testatrix, MARY L. MEIGS; that the said MARY L. MEIGS subscribed said will and declared the same to be her Last Will and Testament in their presence and in the presence of William W. Gager; that they and the said William W. Gager thereafter subscribed the same as witnesses in the presence of said Testatrix and in the presence of each other and at the request of said Testatrix; that the said Testatrix at the time of the execution of said will appeared to them to be of full age and of sound mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said Testatrix.

ELIZABETH A. MACDONALD of Watertown

BEATRICE N. BOWSER of 96 Euclid Ave., Waterbury

Subscribed and sworn to before me, the day and year above written,

WILLIAM W. GAGER (SEAL)
Notary Public.

STATE OF CONNECTICUT }
DISTRICT OF WATERBURY }

SS. Probate Court June 28 1954

The above and foregoing is a true copy of the original will on file in
this Court, and admitted on June 21, 1954

Attest: Marguerite M. Pady Judge
Ass't Clerk

MERCHANT,
CHARLOTTE J.

THE WATERBURY HOSPITAL

ENDOWMENT OR PERMANENT ROOM OR BED FUND

Will of Charlotte J. Merchant

late of _____

Date of Death _____

Paragraph of will providing for devise or bequest to

THE WATERBURY HOSPITAL, of Waterbury, Connecticut

ARTICLE TWELVE.

I bequeath to the WATERBURY HOSPITAL, of Waterbury, Connecticut, in memory of my mother and father, the sum of Ten Thousand Dollars (\$10,000), to be known as "THE MAY LEWIS MERCHANT AND BENNETT MERCHANT FUND", which shall be held as a permanent fund and invested and reinvested, and the income thereof shall be applied toward the maintenance of a free room or bed in said Hospital which shall be used primarily for such elderly dependent members or attendants of THE SECOND CONGREGATIONAL CHURCH of Waterbury and THE BUNKER HILL CONGREGATIONAL CHURCH of Waterbury, as may from time to time be designated by Committees in the respective churches having authority in matters of this nature, and when not thus used, then for such other persons as the Executive Committee of said hospital may from time to time designate.

TENTH

I give and bequeath the sum of Five Thousand Dollars (\$5,000) to MRS. ANNA M. SACHSENHAUSER, of Waterbury, Connecticut, if she shall survive me, and if she shall not survive me, I give and bequeath said sum to her daughters, MRS. LOUIS G. RAMPONI, now of Middlebury, Connecticut, and MRS. LAWRENCE E. GITCHELL, now of West Hartford, Connecticut, and her son, KARL J. SACHSENHAUSER, now of Waterbury, Connecticut, in equal shares. If MRS. ANNA M. SACHSENHAUSER shall predecease me and if any of her children aforesaid shall predecease me, I give and bequeath said sum to the survivors or survivor of said children.

ELEVENTH

I bequeath the sum of Two Thousand Dollars (\$2,000) to each of the following, to wit: MISS GEORGIA WHEELER and MISS ALICE WHEELER, both of #15 Arapahoe Road, West Hartford, Connecticut. If either shall predecease me, I bequeath her share to the survivor.

TWELFTH

I bequeath to the WATERBURY HOSPITAL, of Waterbury, Connecticut, in memory of my mother and father, the sum of Ten Thousand Dollars (\$10,000), to be known as "THE MAY LEWIS MERCHANT AND BENNETT MERCHANT FUND", which shall be held as a permanent fund and invested and reinvested, and the income thereof shall be applied toward the maintenance of a free room or bed in said Hospital which shall be used primarily for such elderly dependent members or attendants of THE SECOND CONGREGATIONAL CHURCH of Waterbury and THE BUNKER HILL CONGREGATIONAL CHURCH of Waterbury, as may from time to time be designated by Committees in the respective churches having authority in matters of this nature, and when not thus used, then for such other persons as the Executive Committee of said hospital may from time to time designate.

THIRTEENTH

I bequeath the sum of Twenty Thousand Dollars (\$20,000) to SOUTHMAYD HOME, INCORPORATED, of Waterbury, Connecticut, to be used for the general purposes of said corporation.

FOURTEENTH

I bequeath the sum of One Thousand Dollars (\$1,000) to the BUNKER HILL CONGREGATIONAL CHURCH, of Waterbury, Connecticut, to be added to the Building Fund of said Church.

FIFTEENTH

I bequeath the sum of One Thousand Dollars (\$1,000) to THE SECOND CONGREGATIONAL CHURCH, of Waterbury, Connecticut, to be used for the general purposes of said Church.

SIXTEENTH

I bequeath the sum of One Thousand Dollars (\$1,000) to CONNECTICUT INSTITUTE FOR THE BLIND, of Hartford, Connecticut, to be used for the general purposes of said corporation.

SEVENTEENTH

I bequeath the sum of One Thousand Dollars (\$1,000) to THE GAYLORD FARM SANATORIUM, of Wallingford, Connecticut, to be used for the general purposes of said Sanatorium.

MERRIMAN, HELEN B.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Helen Merriman Bed Fund

Established by Buckingham P. Merriman

Condition of Gift.

Copy of letter of Mr. Bennet Bronson, Secretary, dated
March 5, 1924.

Mr. Albert J. Blakesley
The Waterbury National Bank
Waterbury, Conn.

Dear Sir:

Enclosed is check of Buckingham P. Merriman
to the order of the Waterbury Hospital, for \$5,000.00,
for the establishing of the Helen Merriman Free Bed Fund.
Mr. Northrop has the details of this.

Yours truly,

Bennet Bronson

Secretary.

Acknowledged in report of Executive Committee 1924 - \$5,000.

**MERRIMAN, WILLIAM
B. BED FUND**

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The William Buckingham Merriman, Jr., Bed Fund

Established by Will of Buckingham P. Merriman

Condition of Gift.

Article Twentieth of the Will of Buckingham P. Merriman reads as follows:

ARTICLE TWENTIETH.

I give to the Waterbury Hospital, a corporation of said Waterbury, Five Thousand Dollars, to be known as the William Buckingham Merriman, Jr. Fund, to endow a bed in the Waterbury Hospital, of said Waterbury, to be called and known as the William Buckingham Merriman, Jr. bed.

Received September 22, 1953.

MERRIMAN, WILLIAM B.
& SARAH KINGSBURY
PARSONS

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The William Buckingham Merriman and
 Sarah Kingsbury Parsons Merriman Bed Fund

Established by Will of Buckingham P. Merriman

Condition of Gift.

The Twenty-First Article of the Will of Buckingham P. Merriman reads as follows:

ARTICLE TWENTY-FIRST.

I give to the Waterbury Hospital, a corporation of said Waterbury, Five Thousand Dollars, to be known as the William Buckingham Merriman and Sarah Kingsbury Parsons Merriman Fund to endow a bed in the Waterbury Hospital of said Waterbury, to be called and known as the William Buckingham Merriman and Sarah Kingsbury Parsons Merriman bed.

Received September 22, 1953.

ARTICLE FOURTEENTH

I give to my said cousin, LEONIE M. BROWN WILLIAMS, of said Waterbury, and should she predecease me, I give to her heirs, my French glass clock, which bears the name of "Tiffany & Co., New York", and which was given as a wedding present to my mother and father in 1886.

ARTICLE FIFTEENTH

I give to my said cousin, LEONIE M. BROWN WILLIAMS, of said Waterbury, and should she predecease me, I give to her heirs, my chest of table silver, which was given by the late Robert K. Brown, to my mother, as a wedding present. Each piece of said silver bears the inscription "S.K.P.M. from R.K.B."

ARTICLE SIXTEENTH

I give and bequeath to the Riverside Cemetery Association, of said Waterbury, One Thousand Dollars, in trust, nevertheless, to expend the income from said sum for the perpetual upkeep and maintenance of my family burial plot in Riverside Cemetery, in said Waterbury.

ARTICLE SEVENTEENTH

I give to my said friend, MARTHA CLARA MARIE BORK, otherwise known as Marion Bork Thompson, who resides at present at #201 West 77th Street, in the City, County and State of New York, and who is a sister of Mrs. George Bork Hooker, of Elmhurst, Illinois, One Hundred Thousand Dollars.

ARTICLE EIGHTEENTH

I give to my nurse, BERTHA ADELAIDE FLYNNE, of said Waterbury, whether or not she may be in my employ at the time of my death, Five Thousand Dollars.

ARTICLE NINETEENTH

I give to my Executors, hereinafter named, Five Thousand Dollars, absolutely, trusting and believing that my said Executors will use and apply said sum in accordance with my wish and direction otherwise than herein expressed, but my said Executors shall not be held to account to any person for the disposition which they, or either of them, shall make, of the whole or any part of said sum.

ARTICLE TWENTIETH

I give to the WATERBURY HOSPITAL, a corporation of said Waterbury, Five Thousand Dollars, to be known as the William Buckingham Merriman, Jr. Fund, to endow a bed in the Waterbury Hospital, of said Waterbury, to be called and known as the William Buckingham Merriman, Jr. bed.

ARTICLE TWENTY-FIRST

I give to the WATERBURY HOSPITAL, a corporation of said Waterbury, Five Thousand Dollars, to be known as the William Buckingham Merriman and Sarah Kingsbury Parsons Merriman Fund to

endow a bed in the Waterbury Hospital of said Waterbury, to be called and known as the William Buckingham Merriman and Sarah Kingsbury Parsons Merriman bed.

ARTICLE TWENTY-SECOND

I give to ST. JOHN'S PROTESTANT EPISCOPAL CHURCH of said Waterbury, Ten Thousand Dollars, absolutely.

ARTICLE TWENTY-THIRD

I give to THE WATERBURY VISITING NURSES ASSOCIATION, Inc. a corporation of said Waterbury, and to its successors, Five Thousand Dollars, absolutely.

ARTICLE TWENTY-FOURTH

I give to The Mattatuck Council of Boy Scouts of America, Inc., a corporation of said Waterbury, and to its successors, Five Thousand Dollars, absolutely.

ARTICLE TWENTY-FIFTH

I give to The Waterbury Council of Girl Scouts, Inc., a corporation of said Waterbury, and to its successors, Five Thousand Dollars, absolutely.

ARTICLE TWENTY-SIXTH

I give to the Yale School of Law, of New Haven, Conn., Ten Thousand Dollars, absolutely, for the general purposes.

ARTICLE TWENTY-SEVENTH

I give to my chauffeur, EDWARD DEMPSEY, of said Waterbury, whether or not he shall be in my employ at the time of my death, Five Thousand Dollars.

ARTICLE TWENTY-EIGHTH

I give to my cook, CATHERINE FLYNN, of said Waterbury, whether or not she may be in my service at the time of my death, Three Thousand Dollars.

ARTICLE TWENTY-NINTH

I give to my waitress, NORA FLYNN, of said Waterbury, whether or not she may be in my service at the time of my death, Three Thousand Dollars.

ARTICLE THIRTIETH

I give to my janitor, WILLIAM FINCKLEY, of said Waterbury, whether or not he may be in my service at the time of my death, Three Thousand Dollars.

ARTICLE THIRTY-FIRST

I give to my friends, IRVING MARTIN MALSCH and his wife, MARGARET MINNAMAN MALSCH, both of the town of Milford, County of

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Mary L. Mitchell Bed Fund

Established by Mary L. Mitchell, of Waterbury, Conn.

Condition of Gift.

Letter dated January 30, 1896, from Mary L. Mitchell, enclosing check for \$5,000.00, reads as follows:

"It is to be held in trust and invested for the establishment of a free bed for the benefit of persons suffering from disease, defect or injury of the eye or ear, subject to the following conditions, viz:

1. That the weekly charge per bed against this fund shall be the minimum ~~one~~, or not greater than the charge made to the town of Waterbury, for similar service at the time.

2. That the unused income of any one year may be carried forward and applied in succeeding years.

3. That no restriction shall be placed upon the number of persons who at one and the same time may enjoy the benefit of this fund provided that the income or increment only be drawn upon, subject to the regulations of the Executive Committee.

4. That any portion of said income not so applied may be used for the purchase of instruments, optical apparatus, appliances for the cure or relief of impaired sight or hearing or other supplies for said hospital or its patients at the direction of Dr. C. S. Rodman, to whom I hereby assign my right of designating the beneficiaries of this fund."

To the Executive Committee
of the
Waterbury Hospital

Dear Sirs:-

Inclosed herewith you will find my check for \$5000., payable to the treasurer. The gift may be known as the Mary L. Mitchell Fund. It is to be held in trust and invested for the establishment of a free bed for the benefit of persons suffering from disease, defect or injury of the eye or ear, subject to the following conditions. viz.

1. That the weekly charge per bed against this fund shall be the minimum one, or not greater than the charge made to the town of Waterbury for similar service ~~at the time.~~

2. That the unused income of any one year may be carried forward and applied in succeeding years.

3. That no restriction shall be placed upon the number of persons who at one and the same time may enjoy the benefit of this fund provided that the income or increment only be drawn from, subject to the regulations of the Executive Committee

4. That any portion of said income not so applied, may be used for the purchase of instruments, optical apparatus, appliances for the cure or relief of impaired sight or hearing or other supplies of said hospital or its patients at the direction of Dr. C. S. Rodman, to whom I hereby assign my right of designating the beneficiaries of this fund.

Sincerely yours,

Waterbury, Conn. January-30-1896.

Mary L. Mitchell

To the Executive Committee
of the
Waterbury Hospital

Dear Sirs:-

Permit me to call attention to certain facts pertinent or otherwise according to the policy of the Hospital.

1. Some 15 or 20 per cent of admissions are ophthalmic or aural cases which have applied to me for relief.

2. These are cases whose care involves moderate labor, they are practically without mortality or expense for drugs, etc. The hospital has not been called upon to spend a dollar in the purchase of instruments for any of the delicate operations required.

3. No cases so easily travel elsewhere; none available for clinical instruction are so freely welcomed by the endowed hospitals of the large cities.

4. Here they are put in a general ward, often too well lighted and in company with delirious and dying patients.

Obviously the Hospital is of greatest value to persons incapacitated from choosing their place of treatment, ~~ie those~~ who can nowhere else receive proper care. But if the policy is to compete with other institutions of like character to the extent of retaining cases of the class referred to above as they occur in this locality, additional inducements and facilities are needed. Hoping that such considerations may lead you to invite all possible aid in this direction and especially the endowment of free beds for ophthalmic and aural patients,

I am very respectfully,

Waterbury, Conn. January-30-1896.

C S Rodman

THE WATERBURY HOSPITAL
ENDOWMENT OR PERMANENT ROOM OR BED FUND

Will of Nellie M. Montague
late of Middlebury, Connecticut
Date of Death January 16, 1963

ARTICLE SIXTH of the will reads as follows:

"I give and bequeath to the Waterbury Hospital, a corporation located in Waterbury, Connecticut, the sum of Five Thousand Dollars (\$5,000.00) to establish a bed fund to be known as "The John V. Montague Fund" in memory of my husband, John V. Montague, the income of this bequest to be used for the purpose of providing free bed and medical care for such worthy and needy residents of said Middlebury as the Board of Trustees may designate. It is my request and desire that said Hospital place a suitable plaque in a room at said Hospital commemorating the memory of my late husband, John V. Montague.

Per letter from Mr. Richard I. Drummer
Assistant Trust Officer
The Colonial Bank & Trust Company

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Naugatuck, Conn. Bed Fund

Established by Mrs. Mary A. Tuttle, of Naugatuck, Conn.

Condition of Gift.

Letter from Mrs. Mary A. Tuttle, received with gift, reads as follows:

Naugatuck, June 10, 1899.

Mr. A. M. Blakesley

Dear Sir:

Enclosed please find my check made to your order for \$5000.00 the income from this amount to be used in the support of a free bed to be called "The Naugatuck Bed". The bed to be for the use of any person from this town with the approval of one or more of our doctors practicing medicine in our town, subject only to your Hospital rules and regulations and benefited to the extent of income from said amount.

The second check for \$1000 enclosed is for the general use of your Hospital as its officers may direct.

Yours truly

Mary A. Tuttle.

Treasurer's Report 1899 shows receipt of these funds.

Re: The Naugatuck Bed Fund ✓
(Part of Permanent Bed Funds)

1899

Mr. W. H. Blakesley

Dear Sir

Enclosed please find my check made to your order for \$5000. for the income from this amount to be used in the support of a free bed to be called the Naugatuck Bed. The bed to be for the use of any person from this town with the approval of one or more of our doctors practicing medicine in our town, subject only to your Hospital rules and regulations and benefited to the extent of income from said amount.

The enclosed check for \$5000 enclosed is for the general use of your Hospital as its officers may direct.
Yours truly
Mary H. Little

96 HILLSIDE AVENUE
WATERBURY 10, CONNECTICUT

RECEIVED

MAR 23 1962

Administrator's Office

Dear Mr. Wynne:

I have talked with Mr. Hazen about the fund which you and I discussed the other day, and he will send the \$25,000 to the Waterbury Hospital, also a similar fund to St. Mary's, to be used toward the free room. I am so glad that you settled the question of desirability for me.

I am asking Mr. Hazen to send it from my husband's estate, as I am especially anxious to have it considered as an additional bequest from him, and not as a gift from me. Of course it was entirely his idea, and not what I should have been apt to choose, although I am delighted to know that you feel it will serve a useful purpose.

*but if not used in any way you want to give
and use of Hosp.*
Sincerely,
Katherine Penneroy

March 23, 1962.

To THE WATERBURY HOSPITAL, of Waterbury, Connecticut, the sum of Twenty-five Thousand Dollars, (\$25,000.00), to be held as a permanent fund and the principal and income thereof used toward the establishment and maintenance of a free room in said Hospital for the use of the members of the attending medical and surgical staff of said Hospital.

Edith Poole

Francis A. & Florence F. Poole

living, for and during her life.

8. Upon the death of the last survivor of said beneficiaries, said trustee shall pay over, from the principal of said trust fund, the sum of Ten Thousand Dollars (\$10,000.00), to the Waterbury Hospital, of Waterbury, Connecticut, to be known as the "Francis A. and Florence A. Poole Fund", in memory of my Father and Mother, and to be held as a permanent fund and invested and reinvested, and the net income thereof applied towards the establishment and maintenance of a free room in said hospital for the use of such person or persons as the minister in charge for the time being, of the Second Congregational Church, of Waterbury, Connecticut, may designate.

9. The remainder of the principal of said trust fund shall continue to be held in trust by the said The Colonial Trust Company, with like powers, and the net income thereof shall be divided equally, semi-annually, between the Second Congregational Church, of Waterbury, Connecticut, and The Waterbury Hospital, of Waterbury, Connecticut, the same to be used for the general purposes of said organizations.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether state or federal, and that all such taxes shall be borne and paid by my Executor out of my general estate.

11. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Otis S. Northrop Fund

Established by Mrs. Henry D. Minor and Mr. Edwin C. Northrop

Condition of Gift.

Extract from Report of Executive Committee 1927.

"Grateful acknowledgment is made of the following gifts: * * * From Mrs. Henry D. Minot and Edwin C. Northrop \$5,000.00 to establish the Otis Northrop bed fund (Non-Accumulative). Preference in the use of this fund to be given to the employees of the Dime Savings Bank and the Colonial Trust Co. and their families when such need may arise."

Treasurer's Report 1927 shows receipt of this fund.

7-10-26
R.H.

DIME SAVINGS BANK
WATERBURY, CONNECTICUT

September 22, 1926

Mr. Albert J. Blakesley,
Treasurer, Waterbury Hospital,
Waterbury, Connecticut.

Dear Mr. Blakesley:

Enclosed please find my check for \$5,000. to establish the
Otis Northrop Bed Fund in the Waterbury Hospital. This is to be
a non-accumulative fund, the income to be under the control of the
executive committee.

The only provision to be that I desire preference to be given
to employees of the Dime Savings Bank and the Colonial Trust
Company, and their families when such need may arise.

This memorial is the gift of Mrs. Henry D. Minot, and Edwin
C. Northrop, children of Otis S. Northrop.

If you will endorse the check and return it to me I will
secure a real estate loan to cover the amount as soon as possible.

Very truly yours,

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Franklin L. Peck Fund

Established by Will of Henrietta Jeanette Peck, late of Waterbury
deceased.

Condition of Gift

Paragraph 4 of Will of Henrietta Jeanette Peck reads
as follows:

I give, devise and bequeath to The Waterbury Hospital,
of said Waterbury, the sum of Five Thousand Dollars, in trust,
the income thereof to be applied to the maintenance of a free
cot in said Hospital. The said fund to be known as the
Franklin L. Peck Fund, and said cot to be known as the Franklin
L. Peck Memorial Cot.

Treasurer's Report 1915 shows receipt of this fund.

PECK, HENRY

Henry H. Peck

KNOW ALL MEN that I, Henry H. Peck, of Waterbury, County of New Haven, State of Connecticut, being of sound and disposing mind, and memory, do make, publish and declare this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

1. After the payment of my funeral expenses, and my debts which I possibly may owe, although I am not in the habit of owing anything, I give, devise and bequeath all of my property and estate in manner and form as follows:

2. To my sisters, Lucy A. Peck and Harriet E. Bradley, and to the survivor of them, I give all my furniture, pictures, books, wearing apparel, jewelry, and such other articles of personal use as may be contained in my rooms at The Elton, in said Waterbury, to make such disposition of the same as they deem best, and I direct that no inventory be made of the same.

3. To my sister, Lucy A. Peck, I give One Hundred Thousand Dollars (\$100,000.00); to my sister, Harriet E. Bradley, I give One Hundred Thousand Dollars (\$100,000.00); and to my nephew, Clarence P. Bradley, I give Fifty Thousand Dollars (\$50,000.00), to be to them and their heirs forever. Should my said sister, Lucy A. Peck, die before me, I direct that the legacy herein given to her shall become part of the residue of my estate, to be disposed of as hereinafter provided. Should my said sister, Harriet E. Bradley, die before me, I direct that the legacy herein given to her shall be paid over to my nephew, Clarence P. Bradley, if living, and if the said Clarence P. Bradley should

die before me, leaving issue, I direct that the legacy herein given to him, and the legacy of my sister, Harriet E. Bradley, herein given to him in the event of her death before me, shall be divided equally among his issue, per stirpes and not per capita, but in lieu of issue of the said Clarence P. Bradley, I direct that said legacies shall become part of the residue of my estate, to be disposed of as hereinafter provided.

4. To my cousin, Annie Armstrong Halstead, wife of Edgar Halstead, of Ocean Park, State of California, I give Five Thousand Dollars (\$5,000.00); and to Justin Halstead, Robert G. Halstead, Lucia E. Halstead, Muriel E. Halstead and Hazel S. Halstead, sons and daughters of the said Annie Armstrong and Edgar Halstead, I give Five Thousand Dollars (\$5,000.00) each, the same to be to them and their respective heirs and assigns forever.

5. To William D. Armstrong, Frank Armstrong and Wade Armstrong, sons of my cousin, Lucia Armstrong, deceased, I give Five Thousand Dollars (\$5,000.00) each, the same to be to them and their respective heirs and assigns forever.

6. To my cousin, Emma W. Bonney, of Salem, Massachusetts, I give Five Thousand Dollars (\$5,000.00); and to Frank S. Bonney, George Bonney and Robert Bonney, sons of my cousin Emma W. Bonney and Dr. Frank Bonney, I give One Thousand Dollars (\$1,000.00) each; the same to be to them and their respective heirs and assigns forever.

7. If any of the legatees named in the three preceding sections of this will should die before me, leaving issue, I direct that the legacy bequeathed to him or her shall be paid to said issue, share and share alike, so that the issue of any one shall take between them the share which their

parent would have taken if living. In the event of the death of any one of said persons before me, without issue, I direct that the legacy herein given to him or her shall be divided equally among his or her brothers and sisters, and their issue, per stirpes, and not per capita.

8. To Almon C. Judd, to Pearl Judd, his wife, and E. Webster Judd, his son, all of said Waterbury, I give the sum of Two Thousand Dollars (\$2,000.00) each, in token of my friendship and remembrance, to be to them and their heirs forever.

9. To Natalie Selby Schley and to her son, Buchanan Schley, Jr., of New York, I give the sum of One Thousand Dollars (\$1,000.00) each, to be to them and their heirs forever.

10. To Richard Preusser, Joseph Henderson, Archie R. Evans, John L. Chatfield, Julia Wilson and Clara H. Small, all of said Waterbury, I give the sum of Two Thousand Dollars (\$2,000.00) each, in appreciation of their services to me for many years past.

11. To the Colonial Trust Company, of Waterbury, Connecticut, I give the sum of Fifteen Thousand Dollars (\$15,000.00), in trust, nevertheless, for the following purposes, to wit: to hold, possess, invest and reinvest the same at pleasure and to pay over the net income arising therefrom to such person or persons as shall from time to time have the charge and management of the Peck Memorial Library, in the village of Kersington, in the Town of Berlin, Hartford County, Connecticut, one-half of said income to be used in the care, maintenance and expenses of said Library, one-quarter of said income to be used exclusively in the purchase of books for said Library, and the remaining one-quarter to be held, invested and accumulated by the managers of said Library as a special fund to be used by

them for the general improvement of the Library building or making an addition thereto should the same become necessary.

12. To the Meriden Trust Company, of Meriden, Connecticut, I give Thirty Thousand Dollars (\$30,000.00), in trust, nevertheless, for the following uses and purposes, to wit: to hold, possess, invest and reinvest the same at pleasure, and from the net income thereof to pay the Walnut Grove Cemetery Association, of Meriden, Connecticut, so much as may be necessary to care for my lot in said cemetery, and to maintain, care for and keep in repair the mausoleum erected thereon, forever. The balance of said net income is to be paid annually by said Trust Company to The Meriden Hospital, located in said Meriden, for the general uses of said institution.

13. To St. John's Protestant Episcopal Church, of Waterbury, Connecticut, I give the sum of Thirty Thousand Dollars (\$30,000.00), and to Trinity Protestant Episcopal Church, of said Waterbury, I give the sum of Fifteen Thousand Dollars (\$15,000.00), to be to them and their successors forever.

14. To the Waterbury Masonic Temple Corporation, of Waterbury, Connecticut, I give the sum of Twenty-five Thousand Dollars (\$25,000.00), to be to it and its successors forever.

15. I give and bequeath to the following-named institutions, corporations and societies the amounts hereinafter set forth, to be to them and their successors forever, to wit:

St. Margaret's School for Girls, located on Grove Street, in said Waterbury, Ten Thousand Dollars (\$10,000.00).

Westover School for Girls, located in Middlebury, Connecticut, Ten Thousand Dollars (\$10,000.00).

The Waterbury Visiting Nurses Association, of said Waterbury, Ten Thousand Dollars (\$10,000.00).

Berea College, located in the State of Kentucky, Three Thousand Dollars (\$3,000.00).

The Mattatuck Historical Society, of said Waterbury, Two Thousand Dollars (\$2,000.00).

The Southmayd Home, Incorporated, of said Waterbury, Three Thousand Dollars (\$3,000.00).

The Waterbury Institute of Craft and Industry, of said Waterbury, Three Thousand Dollars (\$3,000.00).

The Boys' Club, Incorporated, of said Waterbury, Ten Thousand Dollars (\$10,000.00).

The Waterbury Day Nursery Association, of said Waterbury, Ten Thousand Dollars (\$10,000.00).

The Connecticut Children's Aid Society, of Hartford, Connecticut, for the use of its Home for Crippled and Invalid Children, at Newington, Connecticut, Five Thousand Dollars (\$5,000.00).

The Robert Hungerford Industrial School, or by whatever name it may be known, situated in or near the Town of Maitland, in the State of Florida, Two Thousand Dollars (\$2,000.00).

16. Whereas, the Board of Directors of the Waterbury Hospital, of said Waterbury, has entered into a contract for the construction of an addition to the buildings of said hospital, and I have agreed with said directors to defray the cost of building the same, if I do not make other provision for said cost prior to my death, I direct my executor to pay over to the Treasurer of said Hospital such sum as may be determined by my executor and the Board of Directors of said Hospital to be necessary to pay the cost of said building.

17. I direct that all gifts, bequests, and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether State or Federal, and that all such taxes shall be borne and paid by my executor out of my general estate.

18. All the rest, residue, and remainder of my property, both real and personal, of which I shall die seized and possessed and to which I shall be entitled at the time of my decease, and wherever the same may be located, is to be divided into four equal shares, and I give, devise and bequeath one of said shares to The Colonial Trust Company, of said Waterbury, in trust, nevertheless, for the following purposes, to wit: to hold, possess, invest and reinvest the same at pleasure, and to pay over the net income semi-annually to the Waterbury Hospital, of said Waterbury, for the general uses of said institution.

I give, devise and bequeath one of the remaining three shares to The Colonial Trust Company, of said Waterbury, in trust, nevertheless, for the following purposes, to wit: to hold, possess, invest and reinvest the same at pleasure, and to pay over the net income therefrom to my sister, Lucy A. Peck, during her life, and upon her death, I direct that said share shall become a part of and be added to the Trust Fund held by The Colonial Trust Company for the use and benefit of the Waterbury Hospital, and that the income from both of said shares be thereafter paid semi-annually to said Hospital for the general uses of said institution.

The remaining two shares are to be divided equally between my sister, Harriet E. Bradley, and my nephew, Clarence P. Bradley, to be to them and their heirs forever. Should my said sister, Harriet E. Bradley, die before me, I direct that the share herein given to her shall be paid over to my nephew, Clarence P. Bradley, if living; and if the said

Clarence P. Bradley should die before me, leaving issue, I direct that the share herein given to him, and the share of my sister, Harriet E. Bradley, herein given to him in the event of her death before me, shall be divided equally among his issue, per stirpes and not per capita, but if the said Clarence P. Bradley should die without leaving issue, I direct that said shares shall become part of and be added to the Trust Fund held by The Colonial Trust Company for the use and benefit of the Waterbury Hospital.

19. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds, and hereby give to the said The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower it to invest and reinvest the proceeds of my property, real and personal, in such securities as it may deem wise, including such stocks, bonds and other securities of such companies as it may consider proper, hereby vesting The Colonial Trust Company as my Executor and Trustee with power to continue any of my investments in their present form, or to change the same to any other form which it may deem wise so that it shall not be obliged to invest only in securities prescribed by law for investment of trust funds, and I do hereby declare that it shall not be held liable for any loss resulting to my estate or to the Trust Fund held by it from any investment or reinvestment made or retained by it in good faith.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 12th day of June, 1918.

HENRY H. PECK (SEAL)

FAX

Date:

11/13/96

Number of pages including cover sheet:

8

To:

Barbara H.

Phone:

573-6560

Fax phone:

573-6564

CC:

From:

Liz Richters

The Private Bank Wby

Phone:

(203) 574-7811

7648

Fax phone:

(203) 574-7420

REMARKS:

Urgent

For your review

Reply ASAP

Please comment

Barbara -

Here's the will for PECK. I think this takes care of everything. Don't hesitate to call if you have any questions.

Thank you, Liz

WATERBURY HOSPITAL
WATERBURY, CONN.

S. HENRY MASON, M. D.
SUPERINTENDENT

September 27, 1929

The Colonial Trust Company,
Waterbury, Conn.

"Permanent Beds"

Dear Sirs:-

The By-Laws of The Waterbury Hospital provide that the Assistant Treasurer shall perform such of the duties of the Treasurer as the Treasurer and Finance Committee shall direct. At a meeting of the Treasurer and Finance Committee held to-day, the following motion was unanimously passed:

That the Assistant Treasurer on October 1, 1929 or as soon thereafter as is practicable, assume custody of all cash and securities in the hands of the Treasurer; set up proper books of account, and thereafter invest and reinvest the funds of the Hospital as instructed by the Treasurer or Finance Committee; receive all income of the Hospital from all sources, and deposit such income in a checking account to be known as the "General Account", which Account shall be subject to withdrawal by the President, Vice President, Treasurer or Assistant Treasurer; withdraw from the General Fund such sums as the Executive Committee shall instruct and deposit them in a checking account known as the "Operating Account", on which checks may be drawn by any of the above named Officers, by the Hospital Superintendent or by any member of the Executive Committee.

Invested funds of the Hospital shall be segregated under the following headings:

General Fund,

Miscellaneous Bed Funds (consolidated),

Accumulative Bed Funds (each one kept separate if it proves to be legally necessary),

Brooker Fund,

H. S. Chase Dispensary Endowment,

Any other Special Funds which are Trusts, and which legally must be segregated.

Income from each of these Funds, also income re-

WATERBURY HOSPITAL

WATERBURY, CONN.

B. HENRY MASON, M. D.
SUPERINTENDENT

September 27, 1929

The Colonial Trust Company


- 2 -

ceived from the Agent for the Buckingham Building and receipts from operations turned in by the Superintendent shall be accounted for separately, though all receipts are to be deposited in the General Account.

The Assistant Treasurer, at its convenience, shall submit to the Finance Committee a detailed list of the present investments of the Hospital, with suggestions for the improvement thereof.

It has been the custom for many years to make new investments for the Hospital in legal securities. The Finance Committee believe that this is not essential, and on February 8, 1929 the Directors authorized the Finance Committee to invest the funds of the Hospital at their discretion in securities other than those authorized by Law for Trust Funds.

Yours truly,


Secretary.

September 23, 1929

Voted:

That the Assistant Treasurer on October 1, 1929 or as soon thereafter as is practicable, assume custody of all cash and securities in the hands of the Treasurer; set up proper books of account, and thereafter invest and reinvest the funds of the Hospital as instructed by the Treasurer or Finance Committee; receive all income of the Hospital from all sources, and deposit such income in a checking account to be known as the "General Account", which Account shall be subject to withdrawal by the President, Vice President, Treasurer or Assistant Treasurer; withdraw from the General Fund such sums as the Executive Committee shall instruct and deposit them in a checking account known as the "Operating Account", on which checks may be drawn by any of the above named Officers, by the Hospital Superintendent or by any member of the Executive Committee.

Invested funds of the Hospital shall be segregated under the following headings:

General Fund,
Miscellaneous Bed Funds (consolidated)
Accumulative Bed Funds, (each one kept separate if it
proves to be legally necessary,)
Brooker Fund,
H. S. Chase Dispensary Endowment,
Any other Special Funds which are Trusts, and which
legally must be segregated.

Income from each of these Funds, also income received from the Agent for the Buckingham Building and receipts from operations turned in by the Superintendent shall be accounted for separately, though all receipts are to be deposited in the General Account.

The Assistant Treasurer, at their convenience, shall submit to the Finance Committee a detailed list of the present investments of the Hospital, with suggestions for the improvement thereof.

POWELL, EMILY
AUGUST

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Emily Augusta Powell Bed Fund.

Established by Mr. Edward Powell

Condition of Gift.

Extract from Report of Executive Committee 1918

"For free Cot benefits, we record that of

* * *

The Emily Augusta Powell Bed Fund \$5,000.

Treasurer's Report 1918 shows receipt of this fund and
states that it was established by Mr. Edward Powell.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Rosemary Cot Fund

Established by Friends of Mary Rose Anderson Munger.

Condition of Gift.

Letter from Committee Rosemary Cot Fund accompanying
this gift reads as follows:

Waterbury, Conn.

Nov. 10th, 1892

To the Executive Committee of the Waterbury Hospital:-

We hereby tender you the sum of three thousand (\$3,000) dollars, to endow a Cot for Children, to be known as the Rosemary Free Cot, the occupants thereof to be designated by a committee consisting of the Rev. Joseph Anderson D.D., Dr. Carl E. Munger, and Miss Alice E. Kingsbury, who shall have power to appoint their own successors. We also request permission to place a memorial tablet in the lower hall of the main hospital building.

The Rosemary Free Cot fund shall be invested by the Treasurer of the Hospital, and the income only thereof shall be expended to maintain a free bed for children, designated by the committee above named, but all children so designated shall be recommended by one of the Hospital Staff of Physicians, and approved by the Executive Committee before they are admitted to the Hospital.

Alice E. Kingsbury Katherine Mattison Chapin

Edith Terry Bronson Helen M. Rice

Lucy S. Minor Elizabeth Kellogg Chase

Committee Rosemary Cot Fund.

The above fund is in memory of Mary Rose Anderson, first wife of Dr. Carl E. Munger, and daughter of Dr. Joseph Anderson, Pastor of the First Congregational Church. Mrs. Munger died November 25th, 1889. Fund was started by the Mission Circle of the First Congregational Church.

For further particulars see page 18 of the first annual Report of the Waterbury Hospital, 1890.

This fund appears in Treasurer's report for the year 1892.

Re: Rosemary Cot Fund
(Part of Permanent Bed Funds)

Walterbury Com
Nov. 10th, 1892

To the Executive Committee of the
Walterbury Hospital:—

We hereby tender you the sum of
three thousand (\$3000) dollars, to fund
a cot for children, to be known as the
Rosemary Tree Cot, the occupants
thereof to be designated by a Committee
consisting of the Rev. Joseph Anderson, D.
D., Carl L. Dummer, and Miss Alice
L. Simpson, who shall have power to
appoint their own successors.

We also request permission to place
a memorial tablet in the lower hall
of the main Hospital building.

The Rosemary Tree Cot fund shall be
invested by the Treasurer of the Hospital,
and the income only thereof shall be
expended to maintain a free bed
for children, designated by the
Committee above named; but all
children so designated shall be
recommended by one of Hospital
staff of Physicians and approved
by the Executive Committee before

They are admitted to the Hospital.

Alice L. Whipple

Edith May Brown Lucy S. Minor.

Margaret Mattison Gaspier.

Helen M. Rice.

Elizabeth Kelley Chase.

Committee Recovery Col. Fund.

SCOVILL, MOTHER

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Mother Scovill's Endowed Room Fund

Established by Mr. and Mrs. Henry W. Scovill

Condition of Gift.

Copy of receipt of Treasurer reads as follows:

Waterbury, Conn., September 22m 1916

Received from Mr. and Mrs. Henry W. Scovill, Ten Thousand Dollars (\$10,000.) for the endowment of a room in The Waterbury Hospital to be known as "Mother Scovill's Room." The income from said fund to be used as a free cot fund. Patients nominated by Mr. and Mrs. Scovill, or the Scovill Manufacturing Company, of Waterbury, to be preferred and unexpended balances each year to be applied or covered in by the executives of The Waterbury Hospital to the general free cot funds established for the benefit of the sick poor.

Treasurer.

Treasurer's Report 1916 shows receipt of this fund.

**SECOND
CONGREGATIONAL
CHURCH**

THE WATERBURY HOSPITAL
Endowment or Permanent Room or Bed Fund

Name of Fund Second Congregational Church Bed Fund

Established by Contributions

Condition of Gift.

First mentioned in 1912 Treasurer's Report - - \$363.00

Fund reported complete (\$5,000.00) - Treasurer's Report, 1924

May 1954 \$1,000.00 added to Fund under will of Helen E. Chase,
making total amount of Fund \$6,000.00

I, HELEN E. CHASE, of the Town of Waterbury, County of New Haven, and State of Connecticut, make this Will, hereby revoking all former Wills heretofore made by me.

FIRST: I direct that all my debts (including any written charitable pledges signed by me, whether or not for consideration) and my funeral expenses be paid by my Executor hereinafter named. I direct that all Estate and Inheritance Taxes that may be assessed against my Estate or against any of the bequests or devises herein, be paid out of my Estate generally as though such taxes were a debt against my Estate.

SECOND: I give and bequeath to those of my brothers and sisters who may survive me all my household furniture, pictures, silverware, jewelry, and personal effects, and I request them to distribute the aforesaid articles in accordance with suggestions contained in my book marked "curios and antiques", said book bearing my signature and being kept in my desk; but because of my confidence in them I do not impose upon them any legal or equitable obligation so to do in respect thereof. I request that my sister, MARY CHASE KIMBALL, and my cousin, EMILY B. HOWLAND, have charge of this book and the distribution of these articles.

THIRD: I give and bequeath to the following organizations the sum set after their names, to be used as indicated or to be given freely and absolutely if no specific use is mentioned:-

- A- THE AMERICAN BOARD OF COMMISSIONERS FOR FOREIGN MISSIONS, incorporated under the Laws of the Commonwealth of Massachusetts, in 1812, at 14 Beacon Street, Boston, Massachusetts, the sum of One Thousand and no/100 Dollars (\$1000.00);
- B- BEREA COLLEGE, Berea, Kentucky, the sum of One Thousand and no/100 Dollars (\$1000.00);
- C- THE BOY'S CLUB, INC., of Waterbury, Connecticut, the sum of Five Hundred and no/100 Dollars (\$500.00);
- D- THE HENRY SABIN CHASE MEMORIAL DISPENSARY, of Waterbury, Connecticut, the sum of Five Hundred and no/100 Dollars (\$500.00);
- E- THE CONNECTICUT JUNIOR REPUBLIC ASSOCIATION, INC., of Litchfield, Connecticut, the sum of One Thousand and no/100 Dollars, (\$1000.00);
- F- THE GAYLORD FARM ASSOCIATION, INC., of Wallingford, Connecticut, the sum of Two Thousand and no/100 Dollars, (\$2000.00);
- G- THE ITALIAN CONGREGATIONAL CHURCH of Waterbury, Connecticut, the sum of One Thousand and no/100 Dollars (\$1000.00);
- H- THE HELEN I. GOODRICH CHAPTER OF THE KING'S DAUGHTERS, of Waterbury, Connecticut, the sum of Two Thousand and no/100 Dollars (\$2000.00), to be used for the benefit and purposes of Grove Hall;
- I- THE LINCOLN HOUSE ASSOCIATION, INC., of Waterbury, Connecticut, the sum of Five Hundred and no/100 Dollars (\$500.00);
- J- THE NEEDLEWORK GUILD OF AMERICA, Waterbury Branch, the sum of One Hundred and no/100 Dollars, (\$100.00);
- K- THE WATERBURY DAY NURSERY, of Waterbury, Connecticut, the sum of Five Hundred and no/100 Dollars (\$500.00);
- L- THE GIRL SCOUTS, INC., Waterbury Council, of Waterbury, Connecticut, the sum of Five Hundred and no/100 Dollars (\$500.00);
- M- THE WATERBURY HOSPITAL, of Waterbury, Connecticut, the sum of One Thousand and no/100 Dollars, (\$1000.00), to be added by it to the Principal of the Free Bed Fund standing in the name of the Second Congregational Church of Waterbury;

SHIPLEY, ALFRED J.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Alfred J. Shipley Fund

Established by Will of Alfred J. Shipley, Waterbury, Conn.

Condition of Gift.

Paragraph 3 of will of Alfred J. Shipley reads, in part as follows:

3. All the rest, residue and remainder of my estate, real or personal, and wherever located, I direct to be divided into fifteen (15) equal parts or shares to be distributed as follows:-

* * * *

d. I direct that one of the remaining shares be divided into two equal parts, and I give, devise and bequeath one of said parts to the FIRST BAPTIST CHURCH, of Waterbury, Connecticut, * * *

The remaining part I give, devise and bequeath to the WATERBURY HOSPITAL OF WATERBURY, CONNECTICUT, to be known as "The Alfred J. Shipley Fund", which fund shall be held in trust and invested and the net income thereof shall be used toward the support of a free bed in said Hospital.

Executive Committee Report 1921 acknowledges receipt of

\$623.50 for this fund.

THE WATERBURY HOSPITAL

PERMANENT BED FUNDS

Name of Fund Eugene S. Skilton Memorial Fund

Established by Agreement with John H. Skilton dated December 7 1938

Condition of Gift.

See copy of Agreement attached hereto.

\$5,000 received December 13, 1938

Waterbury Hospital Permanent Bed Funds

THIS AGREEMENT, made by and between JOHN H. SKILTON, of the Town of Watertown, County of Litchfield, State of Connecticut, and The Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, County of New Haven, State of Connecticut,

WITNESSETH:

Whereas the said John H. Skilton has given to the said The Waterbury Hospital the sum of Five Thousand Dollars (\$5,000.00) to be held by the said hospital as a permanent bed fund, to be known as "The Eugene S. Skilton Memorial Fund",

NOW, THEREFORE, it is agreed as follows:

1. The income from said fund shall be used for the care, while in said Hospital, of such persons as the Executive Committee of said hospital may designate from time to time providing, however, that during the lifetime of Charles H. Skilton, of Watertown, Connecticut, he may name the beneficiaries of said fund, and that thereafter preference shall be given, as needed, to the members of the Skilton family, but it is agreed and understood that the income from said fund shall not be accumulative, and that all unexpended balances shall pass to the hospital administration at the end of each fiscal year.

2. The said The Waterbury Hospital, acting through its Executive Committee, shall hold, manage and control said trust fund and collect and receive the income thereof, and shall have the power and discretion to change the form of investment of said trust fund, and to reinvest the money realized therefrom in other securities authorized by law for the investment of trust funds.

3. This trust agreement shall be irrevocable and no part of the principal or income thereof shall enure to the

benefit of the said John H. Skilton.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 7th day of December, 1938.

John H. Skilton (L.S.)

The Waterbury Hospital

By Edwin C. Northrop, Treas.

SMITH, CURTISS
HURLBUT

13-00859-000
CURTIS HURLBUT SMITH FUND-AGENCY

1859

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Curtiss Hurlbut Smith Bed Fund

Established by Mrs. Flora S. Page and Mr. George W. Smith

Condition of Gift.

Extract from Report of Executive Committee 1917

"The Curtis Hurlbut Smith Endowed Bed has been added to our list. Mr. Smith, a native of Southbury, is thus memorialized by the generosity of a brother and sister."

Treasurer's Report 1917 shows receipt from Mrs. Flora S. Page and George William Smith of \$5,000.00

THE WATERBURY HOSPITAL

ENDOWMENT OR PERMANENT ROOM OR BED FUND

Name of Fund The J. Richard Smith Memorial Bed Fund

Paragraph of will providing for devise or bequest to

THE WATERBURY HOSPITAL, of Waterbury, Connecticut

ARTICLE FOURTH.

"I give and bequeath to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, the sum of TEN THOUSAND DOLLARS (\$10,000.00), the income only thereof to be used for the establishment and maintenance of a bed in said Hospital for the use of needy and worthy patients, the same to be known as "The J. Richard Smith Memorial Bed" in memory of my father, J. Richard Smith, late of said Waterbury, deceased."

I, W. EASTON SMITH, of Waterbury, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

1. I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.

2. I give and bequeath to CORNELIUS LUCIAN, of said Waterbury, should he survive me, the trade and business carried on by me at No. 47 Center Street, in said Waterbury, and known as "The China Shop"; including the goodwill of said business, all stock in trade, merchandise, fixtures and effects belonging thereto, the benefit of all contracts subsisting in respect of said business and all book debts and moneys due to me in respect thereof, or standing to the credit of said business account at my bank at the time of my decease, and the leasehold interest in said premises; provided and on condition that the said CORNELIUS LUCIAN shall discharge and indemnify my general estate from all debts and liabilities due or subsisting in respect of the said business at my decease or thereafter to become due, and if required by my Executor, shall enter into a bond or covenant in that behalf. I further authorize and instruct my Executor to deliver and transfer said business to the said CORNELIUS LUCIAN immediately after my death, so that this gift shall become effectual as of the date of my death. I further direct that this bequest shall not be subject to contribution or diminution as set forth in Paragraph 14 of this Will.

3. I give and bequeath to Riverside Cemetery Association, of Waterbury, Connecticut, the sum of Six Hundred Dollars (\$600.00), to be held as a perpetual fund, the income only thereof to be used for the care of my cemetery lot, also the monument and markers thereon, the balance of said income not required for said purpose to be used for the care of the William Perkins Lot in said Cemetery.

4. I give and bequeath to my Executor hereinafter named all my household furniture and furnishings, books, pictures, wearing apparel and all articles of a similar and personal nature, to be disposed of in accordance with a written memorandum on file with this Will.

5. To each of the persons hereinafter named, I give and bequeath the following sums, the same to be to each of them absolutely:

To LUCY G. RICH, of said Waterbury, if living, the sum of Two Thousand Dollars (\$2,000.00).

To CORNELIUS LUCIAN, of said Waterbury, the sum of Seven Thousand Dollars (\$7,000.00).

To SABINA CALLAHAN LATTIN, of Franklin, New York, the sum of Three Thousand Dollars (\$3,000.00).

To MARY PERKINS WILLIAMS, wife of David A. Williams, of said Waterbury, the sum of Six Thousand Dollars (\$6,000.00).

To ALICE PERKINS JOHNSON, sister of Mary Perkins Williams, the sum of Six Thousand Dollars (\$6,000.00).

To such of the children of DAVID A. and MARY PERKINS WILLIAMS, of No. 186 Perkins Avenue, Waterbury, Connecticut, as may be living at the time of my decease, the sum of Two Thousand Dollars (\$2,000.00) each.

To LAURA HARVEY, of said Waterbury, if living, the sum of Five Thousand Dollars (\$5,000.00).

To LENA L. DOWNEY, of Middlebury, Connecticut, the sum of Five Thousand Dollars (\$5,000.00).

To WILLIAM J. KELLY, of Harwichport, Cape Cod, Massachusetts the sum of Three Thousand Dollars (\$3,000.00).

To ANNA METZ, of said Waterbury, now a teacher at St. Margaret's School, Three Thousand Dollars (\$3,000.00).

To MILDRED C. O'BRIEN, wife of John M. O'Brien, of Naugatuck, Connecticut, the sum of Three Thousand Dollars (\$3,000.00).

Should any of the above named persons predecease me, I direct that the legacy herein given to him or her become a part of the rest and residue of my estate, and be distributed as such.

6. I give and bequeath to The Waterbury Hospital, of Waterbury, Connecticut, the sum of Five Thousand Dollars (\$5,000.00), in trust, however, to be known as "The Howard Easton Smith Fund", to be applied to the establishment of a free room in said hospital, for the use of such person or persons as may be designated by the Rector in charge for the time being of St. John's Protestant Episcopal Church, of said Waterbury..

7. I give and bequeath to St. John's Parish of the Protestant Episcopal Church, of said Waterbury, the sum of Five Thousand Dollars (\$5,000.00), to be known as "The Howard Easton Smith Fund", and added to its permanent fund, the income only thereof to be used for the general purposes of said Parish.

8. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Five Thousand Dollars (\$5,000.00), in trust, however, to hold, manage, invest and reinvest, and pay over the net income thereof semi-annually to the Waterbury Visiting Nurses Association, of said Waterbury, for its general purposes, said fund to be known as "The Howard Easton Smith Fund".

9. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Five Thousand Dollars (\$5,000.00), in trust, however, to hold, manage, invest and reinvest, and pay over the net income thereof semi-annually to the Waterbury Day Nursery Association, of said Waterbury, for its general purposes, said fund to be known as "The Howard Easton Smith Fund".

10. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Five Thousand Dollars (\$5,000.00), in trust, however, to hold, manage, invest and reinvest, and pay over the net income thereof semi-annually, to The Waterbury Council of Boy Scouts of America, of said Waterbury, for its general purposes said fund to be known as "The Howard Easton Smith Fund".

11. Should any of the corporations, institutions or organizations named as beneficiaries of the trust created by Paragraphs 8, 9 and 10 of this Will, dissolve, terminate or cease to carry on their corporate purposes, I direct that the income otherwise to be paid to such corporation, institution or organization shall thereafter be paid to The Waterbury Hospital, of said Waterbury, for its general purposes.

12. Should my estate be insufficient to pay all of said legacies and bequests in full, I direct that they be reduced in such proportion as they bear to the amount of my estate, but if my estate be more than sufficient to pay all claims, expenses and legacies hereinbefore set forth, I direct that any rest and residue there may be shall be divided among the corporations, institutions and organizations named in Paragraphs 6 to 10, inclusive, of this Will, in such proportions as the legacies hereinbefore given to them bear to the total of said rest and residue, to be similarly paid over or held in trust.

13. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether State or Federal, and that all such taxes shall be borne and paid by my Executor out of my general estate.

14. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds. I further hereby authorize and empower said The Colonial Trust Company as such

Executor and as Trustee of all trusts herein created, in its discretion, to sell, exchange, transfer or otherwise dispose of or retain any and all property, real or personal, from time to time acquired by it in either capacity, and to invest and reinvest the proceeds of any property, real and personal, in such securities as it may deem wise, including stocks, bonds and other securities, or in a common trust fund established by it pursuant to any statutes now or hereafter created, expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable for any loss resulting to my estate or to the trust funds held by it from any investment or reinvestment made or retained by it in good faith. I further authorize said The Colonial Trust Company, both in its capacity as Executor and as Trustee, to vote upon any and all stocks held by it in such capacities, and to sell, mortgage or lease any or all of my real property, without an order of court, and to execute and deliver such deeds and instruments as may be necessary thereto. I further authorize said The Colonial Trust Company, as such Executor, in its discretion to make distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, and its judgment therein shall be binding and conclusive on all parties.

IN WITNESS WHEREOF, I have hereunto set my hand and seal,
this 31st day of May, A.D. 1944.

W. EASTON SMITH (SEAL)

Signed and sealed by the within named Testator, W. EASTON SMITH, and by him declared to be his Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his

request, this 31st day of May, A.D. 1944.

GERTRUDE L. SNAGG }
LENA W. BOISVERT } Witnesses.
GUSTAV A. ANDERSON }

STATE OF CONNECTICUT: SS. Waterbury May 31st, A.D. 1944
COUNTY OF NEW HAVEN :

Be it remembered that on this 31st day of May, A.D. 1944, before me, ROBERT S. WALKER, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, being duly sworn, severally make oath and say that they witnessed the within will of the within named Testator, W. EASTON SMITH, and subscribed the same in his presence and at his request, and in the presence of each other; that the said W. EASTON SMITH at the time of the execution of said will appeared to them to be of full age and of sound mind and memory; that he signed said will and declared the same to be his Last Will and Testament in their presence, and that they make and sign this affidavit at the request of said Testator.

GERTRUDE L. SNAGG of Waterbury, Conn.
LENA W. BOISVERT of Waterbury, Conn.
GUSTAV A. ANDERSON of Middlebury, Conn.

Subscribed and sworn to before me, the day and year above written,

ROBERT S. WALKER
Notary Public.

STATE OF CONNECTICUT }
DISTRICT OF WATERBURY } SS. Probate Court May 31 1944
The above and foregoing is a true copy of the original on file in this Court.
Attest: _____ Judge
Ass't Clerk

SPENCER, EDWARD

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Edward Spencer Memorial Bed Fund

Established by Will of Elizabeth L. Spencer, of Patchogue, N.Y.

Condition of Gift.

Paragraph Ninth of the Will of Elizabeth L. Spencer reads as follows:

Ninth, I give and bequeath unto Waterbury Hospital of Waterbury, Connecticut, the sum of Five Thousand Dollars, (\$5,000) to establish a "Free Bed" to be called the "Edward Spencer Memorial". Patients from Naugatuck Connecticut to invariably have the preference in its use, in perpetuity; The said bequest to be held in trust by the Trustees of said Hospital, and the income therefrom to be devoted and applied to said purpose in perpetuity, and as aforesaid. In case the said Hospital have to pay a tax on the aforesaid bequest I give, devise and bequeath a further sum of Two Hundred and Fifty Dollars. (\$250) for such purpose, but if a lesser amount is sufficient to pay such tax - meaning Collateral Tax, as now in force in the State of New York, then such overplus shall be included in my residuary estate.

Formal acceptance of the above gift, by the Executive Committee of the Hospital, dated August 8th, 1907 is as follows:

THIS AGREEMENT made this 8th day of August A.D. 1907, BETWEEN The Waterbury Hospital of Waterbury, Connecticut, AND Smith W. Conklin one of the Executors of the last Will and Testament of Elizabeth L. Spencer of Patchogue, Suffolk County, New York, in the manner following:-

IN CONSIDERATION of the sum of Forty Nine Hundred and Eighty Seven and 50/100 (\$4,987.50) Dollars received from said Executor, we accept the same and agree to perform in perpetuity the terms and conditions required in said Will,- That is to establish and keep in good and respectful condition a Free Bed to be called the EDWARD SPENCER MEMORIAL, and that patients from Naugatuck Connecticut shall have the preference, the same to be performed by the officers of said Hospital, for themselves and their successors in office of said Hospital in perpetuity.

Witness:

H. H. Peck

A. J. Blakesley.

J. S. Elton, Pres.

Otis S. Northrop, Chairman Ex. Com.

A. M. Blakesley, Treas.

Treasurer's Report of 1907 shows receipt of this fund.

Re: Edward Spencer Memorial Bed Fund
(Part of Permanent Bed Funds)

THIS AGREEMENT made this 8th day of August A. D. 1907,
BETWEEN The Waterbury Hospital of Waterbury, of Waterbury,
Connecticut, AND Smith W. Conklin one of the Executors of
the last Will and Testament of Elizabeth L. Spencer of
Patchogue, Suffolk County, New York, in the manner following:-

IN CONSIDERATION of the sum of Forty Nine Hundred
and Eighty Seven and 50/100 (\$4,987.50) Dollars received
from said Executor, we accept the same and agree to perform
in perpetuity the terms and conditions required in said Will,-
That is to establish and keep in good and respectful condition
a Free Bed to be called the EDWARD SPENCER MEMORIAL, and that
patients from Hangstuck, Connecticut shall have the preference,
the same to be performed by the officers of said Hospital, for
themselves and their successors in office of said Hospital in
perpetuity.

WITNESS:

H.H. Puck
A.J. Blakesley

J. S. Elton, Pres.
Chas. W. ... Chairman G. ...
A.M. ... Pres.

Waterbury Conn.
Aug 12 1907

therefrom to be devoted and applied to the keeping in thorough good condition and repair the plot of ground and Tombstones in said Cemetery owned by the late William Lum. The same to be performed by the said trustees of said association in perpetuity.

h,
I give,devise and bequeath unto St Michaels Church,of Naugatuck Connecticut, the sum of Two Thousand Dollars; (\$2000) The same to be hold in trust by the trustees of said church in perpetuity, and the income therefrom to be devoted and applied to the poor people of their Parish, and to be called the Beecher and Spencer Memorial Fund. The same to be so hold and applied for the benefit of such poor people by the said trustees in perpetuity.

venth,
I give,devise and bequeath unto the Congregational Church of Naugatuck Connecticut, the sum of Two Thousand Dollars,(\$2000). to be held in trust by the Trustees of said Church in perpetuity, the income therefrom to be devoted and applied to the relief of the poor people of said church and Parish, to be called the Beecher and Spencer Memorial Fund. The same to be so held and applied to the benefit of such poor people by the said trustees in perpetuity.

gth,
Daniel Beecher donated to the said Churches the grounds upon which said Churches stand, and the Green between them. and it was my late husband's intention, - the late Edward Spencer, - to perpetuate the memory of that liberality in some substantial way, and it is therefore my great pleasure to fulfil his wishes.

nth,
I give and bequeath unto Waterbury Hospital, of Waterbury Connecticut, the sum of Five thousand Dollars, (\$5000.) To establish a "Free Bed" to be called the "Edward Spencer Memorial". Patients from Naugatuck Connecticut to invariably have the preference in its use, in perpetuity; The said bequest to be held in trust by the trustees of said Hospital, and the income therefrom to be devoted and applied to said purpose in perpetuity, and as aforesaid. in case the said Hospital have to pay a tax on the aforesaid bequest I give,devise and bequeath a further sum of Two Hundred and Fifty Dollars. (\$250.) for such purpose, but if a lesser amount is sufficient to pay such tax - meaning a Collateral Tax, as now in force in the State of New York, then such overplus shall be included in my residuary estate.

anth,
I give,devise and bequeath unto Smith W. Conklin, of Patchogue, Suffolk County New York, The sum of Three Hundred Dollars, (\$300.) the same to be in Lieu of Commissions as Executor of this my last will and Testament .

WARNER, JULIA V.
SPENCER

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Julia V. Warner Spencer Fund

Established by Will of Julia V. Warner Spencer

Condition of Gift.

Paragraph 3 of the Will of Julia V. Warner Spencer
reads as follows:

3. I give, devise and bequeath to the Waterbury Hospital; a corporation of said Waterbury, the sum of Twenty-five Thousand Dollars (\$25,000.00) in trust, to be known as the "Julia V. Warner Spencer Fund", the income therefrom to be used in establishing and maintaining forever a room to be used for the objects and purposes of said corporation, to be known as the "Warner Room" in memory of the Charles Warner family."

Additional paragraph gives \$5,000.00, in trust,
to be known as the "Julia V. Warner Spencer Memorial for Miss
Emmeline D. Warner Fund", for free bed.

Julia V. Warner Spencer died March 13, 1916.

W. H. Lowe, Executor

Will recorded in Vol. 136, page 305, Waterbury Probate Records.

Treasurer's Report 1916 shows receipt of this fund.

SPERRY, MARK L. &
JULIA P.

Feb. 11th 3:15 p.m.

Mr. Rodney Kleinhans of Colonial Trust called.

Re: The Mark L. Sr. and Julia P. Sperry Bed Fund.

The only record of the condition of this gift of \$5,000, which was originally given by Miss Ruth Sperry, is a copy of your letter to Carl Johnson, dated June 25, 1951. (The original copy of this letter is in your endowment book.) This \$5,000 was a gift, not a bequest from a Will. The three conditions of the gift are indicated in the letter of 6/25/51. According to the third provision, Mr. Kleinhans said that Miss Sperry certainly can have Mr. Perry Haines designate people to receive care.

There are two amounts of income in this Fund.

The fund designated as A2346 contains the following:

| | |
|---------------------|---------|
| Capital | \$8,056 |
| Estimated Income .. | \$ 327 |

The fund designated as A2346.10 contains the following:

| | |
|----------------------|---------|
| Principal Value | \$4,114 |
| Income | \$ 128 |

\$12,170

A2346 is the principal fund.

A2346.10 is the accumulative income fund.

3278
12

155

Mr. Carl Johnson
Colonial Trust Company
Waterbury, Connecticut

Dear Carl:

We have changed our records at the hospital relative to the five thousand dollar Permanent Bed Fund which you carry under the name of "Ruth Sperry Bed Fund".

It should now be identified as "The Mark L. Sr. and Julia P. Sperry Bed Fund" and added to the permanent funds of the hospital with the following stipulations concerning its use:

1. For employees and their families of the Scovill Manufacturing Company.
2. For members of the Sperry family.
3. For such persons as Miss Ruth Sperry, or somebody that she might designate, might direct.

The unexpended balance in the fund to be carried over to the next year until the Fund reaches the sum of \$10,000. After that it may be turned over to the Superintendent for general purposes of the institution.

I have replied to Miss Sperry and the matter has been straightened out.

Sincerely yours,

Charles V. Wynne

CVW:HA

CC: Mr. Northrop

P.S. When I told you that I hadn't visited your bank since the last time I saw you, I was in error. I feel that visits over the telephone are almost as good as personal ones. I hope to get down to have a long chat with you one day about all of these funds just to gain a more thorough working knowledge of them.

Condition of Gift:

Income to be used for maintenance of bed for employees of Scovill and their families; then to members of Sperry family; then to such persons as Ruth Sperry designates. When fund reaches \$10,000, it may be used for general purposes of Waterbury Hospital.

(Information from Colonial Trust Co., Sept. 26, 1956)

work from the beginning. I have³
a copy of a letter, dated Feb. 17, 1959, written
by Mr. Wynne to Rev. Mr. Harris, who
was then minister of the First Congrega-
tional Church. I quote, "Miss Sperry has
recently discussed with us a gift which
she has given to the hospital and
which reposes in our permanent bed
funds, known as the Mark L. Sr. and
the Julia P. Sperry Bed Fund. Miss Sperry
has discussed with us to include in
the use of the accumulative income from
the Fund such person or persons that
you may elect to tell us need financial
support toward their hospital service.
Miss Sperry has asked that we notify
you in this regard."

Would it be possible for any un-
used income during the year to be
added to the capital of the Fund instead
of being turned over to the hospital;
and could the income be used during
the whole year instead of ending
in October?

I will write again what I want the

excerpt from will
dated March 20,

(3)

come from the Fund used for
I wish the income from the fund
to be used for employees of the Seovill
Mfg. Co., members of the Sperry family,
and the Makepeace family, and such
persons as I shall name. I also wish
the income to be used for any people
of the First Congregational Church parish
that a minister of the First Congrega-
tional Church wishes to assist toward
their hospital service. I also
wish that any unused income, during
a year, be added to the capital of the
Fund instead of being given to the hos-
pital.

Sincerely
Nelle Sperry

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Augusta M. Stiles Bed Fund

Established by Miss Anne Stiles

Condition of Gift.

Extract from Executive Committee Report 1914.

"Two bed funds have been added to our list during the year: one, endowed by Miss A. F. Stiles, of Southbury, in memory of her sister, to be named the Augusta M. Stiles Cot; * * *

Treasurer's Report 1915 shows receipt from Miss Anne Stiles - \$5,000.

THE WATERBURY HOSPITAL
ENDOWMENT OF PERMANENT ROOM OR BED FUND

Will of John Swenson
late of _____
Date of Death _____

Refer to letter, dated December 17, 1965 from
George P. Stevenson
Vice Pres. & Trust Officer
Colonial Bank & Trust

In accordance with the provisions of the will, the remainder of the funds is now payable to the Waterbury Hospital for the purpose of establishing and maintaining a free bed.

You will recall that this is the trust in which we carried an "open end" promissory note of the Hospital so that in addition to inheriting its own note the hospital will receive approximately \$107,000.00 in cash.

Letter dated March 8, 1966 from
George P. Stevenson
Vice Pres. & Trust Officer
Colonial Bank & Trust

Our final accounting on the John Swenson trust was accepted by the Probate Court at the hearing held yesterday morning.

Income cash of \$466.67 and principal cash in the amount of \$112,718.95 or a total of \$113,185.62 has been transferred to the Permanent Bed Fund of the Waterbury Hospital. The promissory note of the Waterbury Hospital has of course been cancelled.

LAST WILL AND TESTAMENT

BE IT KNOWN TO ALL PERSONS, that I, JOHN SWENSON, of the City of Waterbury, County of New Haven and State of Connecticut, being of lawful age, of sound and disposing mind, memory and judgment, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all previous wills and codicils by me made.

I. I direct by executor hereinafter named to pay all of my just debts and funeral expenses. I further provide that my body shall be cremated.

II. I give and bequeath the sum of One Hundred Dollars (\$100.) unto the C. F. Williams Memorial Chapel and Receiving Vault, Hillside Cemetery, of the Town of Thomaston, Litchfield County, Connecticut.

III. All of the rest, residue and remainder of my estate I give, devise and bequeath unto my Trustee hereinafter named, in trust nevertheless, to hold, manage, control, invest and reinvest as by law provided, and to pay out principal and income of said trust estate as follows:

A. To pay unto my sister, Laura Swenson, of said Waterbury, the sum of Four Hundred Dollars (\$400.) per annum, in equal quarterly payments of One Hundred Dollars (\$100.) for and during the term of her natural life;

B. To pay unto or use and expend for the benefit of my niece, Mary Swenson, daughter of my brother, Andrew C. Swenson M. D., the sum of Six Hundred Dollars (\$600.) per annum, in quarterly amounts of One Hundred Fifty Dollars (\$150.), for and during the term of her natural life;

C. Upon the death of both my said sister and my said niece, to pay and transfer the remainder of my said trust estate unto the Waterbury Hospital of Waterbury, Conn., to establish a free bed in said hospital.

IV. I hereby nominate, constitute and appoint The Citizens and Manufacturers National Bank of Waterbury, a corporation organized under the laws of the United States and having its principal place of business in said Waterbury, (or if said bank shall change its corporate structure or name, or merge with any other banking institution under the same or any other name or charter, then the succeeding corporation by whatever name it is known) as the Executor of and Trustee under this my Last Will and Testament, and I further direct that my said executor and trustee be allowed to qualify and act in those capacities without furnishing any bond or other security whatsoever.

Dwight & Martha Terry

I, Dwight H. Terry, of the Town of Plymouth, County of Litchfield, and State of Connecticut, being of sound and disposing mind and memory, do make, publish and declare the following to be my last will and testament, hereby expressly revoking any and all wills and any and all codicils thereto, by me heretofore made.

1. I order and direct that all my just debts, my funeral expenses and the expenses of settling my estate, be first paid and satisfied out of my personal estate.

2. I give and bequeath to my beloved wife, Martha J. Terry, the brass clock with the long case; also the parchment letters-patent on clocks issued to my grandfather, Eli Terry, and the lacquer-ware lead lined box containing said letters-patent; also the old family Bible used by my father, and containing the family record; also the old account book of my grandfather, Eli Terry, and the oil paintings of my father and mother, and all the rest, residue and remainder of my clocks, wearing apparel, books, household furniture, useful and ornamental, and all other household articles of every name, nature and description in my residence in Plymouth or elsewhere, to be to her and her heirs and assigns forever.

3. In the event that my said wife shall decease before me, I give and bequeath all the articles hereinbefore specified in paragraph 2 of my will, to The Colonial Trust Company, of Waterbury, Connecticut, absolutely, and I request said Company to distribute said articles mentioned, to the surviving legatees named herein and so far as practicable to such persons mentioned in a memorandum of even date herewith filed with said Trust Company, surviving at the time of the acceptance of the final administration account of my estate, and I direct that said

Trust Company may pay any expenses incident to the delivery of said articles, and charge the same as an expense against my estate.

4. All the rest, residue and remainder of my estate, both real and personal, of whatever name and nature and wherever situated, I give, devise and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, and its successors, in trust, nevertheless, for the uses and purposes following; that is to say, to hold, possess and manage, invest and reinvest the same, with full power and authority to sell, lease or mortgage the same at pleasure and to execute any deeds or conveyances as may be necessary for that purpose, and generally to execute said trust in accordance with the laws of this State regarding investment of trust funds.

5. I direct my said Trustee to add the net income of said fund to the principal of said fund, and that said fund and all accumulations thereto shall be held by said Trust Company and be disposed of in accordance with the provisions of this will for the distribution of the rest and residue of my estate; provided, however, that if at any time my said wife shall show to the satisfaction of said Trust Company that all her own property has been expended or lost, and that her income from other sources has become insufficient for her comfortable maintenance and support, then, in that event, the said Trust Company is authorized and empowered from time to time, upon her written request, to pay over to her such portions of said income as she may require for her comfortable maintenance and support, and if said income shall be insufficient for her comfortable maintenance and support, then, in that event, said Trust Company is authorized and empowered in like manner to pay over such a portion of the

principal of said trust fund as may be necessary for her support, and her request and receipt for the same shall be a full discharge to said Trust Company.

6. I also direct my Trustee, upon the death of my said wife, to pay the sum of One Thousand Dollars (\$1,000.00) to the Boys' Club of Bridgeport, Connecticut, but upon the express condition that it shall use only the income therefrom for the purposes of said Boys' Club, or by whatsoever name it may be legally known, the same to be to it and its successors forever.

7. I also direct my said Trustee, upon the death of my said wife, to pay the sum of Two Thousand Dollars (\$2,000.00) to the Young Men's Christian Association of Bridgeport, Connecticut, upon the express condition that it shall use only the income therefrom for the purposes of said Young Men's Christian Association, the same to be to it and its successors forever.

8. Upon the decease of my said wife, I direct my said Trustee to hold and possess the net income arising from said trust fund for a period of one year, and at the end of that time partition the whole of said net income among the following persons, or the survivors of them at that time, share and share alike, to wit: Laura Arnold, Beryl Arnold, Phyllis Arnold, Catherine Arnold and Seth Arnold, the children of my niece, Gertrude Terry Arnold, all of Arlington, Massachusetts, and to Samuel Fairbank, now or formerly of Minneapolis, Minnesota, Allan Fairbank, now or formerly of South Dakota, and Ruth Fairbank, now or formerly of Glastonbury, Connecticut, the children of my niece, Ruby Harding Fairbank, deceased, and to pay the same in equal monthly payments; but in case either of said persons shall decease before all of said payments have been made, then all future payments payable to such deceased, shall be

withheld by said Trust Company and added to the income on hand. Said Trust Company shall accumulate the income accruing during the second year and make a like division thereof and pay the same in the manner as before provided for the payments during the first year, and so, year by year, until the number of beneficiaries as by death or otherwise reduced to three persons. The Trust Company shall then pay each of the three the sum of One Thousand Dollars (\$1,000.00), and the trust, so far as they are concerned, shall cease and terminate.

9. It is my wish and desire that in the final settlement and distribution of my estate by said Trust Company that so far as practicable it will distribute securities at the then market or appraisal value instead of reducing them to cash for the purpose of distribution.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether State or Federal, and that all such taxes shall be borne and paid by my executor out of my general estate.

11. I understand it is the desire of my wife, Martha J. Terry, to establish a hospital in Plymouth, Connecticut, to be known as The Plymouth Memorial Hospital. Now, therefore, if my wife leaves a will providing that a corporation be formed for such purpose, I give, devise and bequeath all the rest and remainder of my estate, after the trust provided for in paragraph 8 of this will is terminated as therein provided, to the corporation in charge of said hospital, in trust, nevertheless, to hold, possess, invest and reinvest in such securities as trust funds in Connecticut may be invested in, and the income only of said fund shall be used for the general purposes of said hospital.

If, however, my said wife should not leave a will providing for the establishment of a hospital in the said Town of Plymouth, or, if she should leave such a will and a corporation should not be formed to take charge of same, as provided in her will, then in such event, I give, devise and bequeath said rest and remainder to The Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State, as a trust fund. Said fund shall be known as the "Dwight H. and Martha J. Terry Fund", and shall be invested by the Trustees of said hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut, and only the proceeds thereof shall be used for the purpose of providing free beds and medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston, of Litchfield County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution.

Should said fund be given to The Waterbury Hospital, it is my desire that a memorial tablet be placed in said hospital, setting forth that said fund was established by Dwight H. Terry and Martha J. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the State of Connecticut.

12. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this will, without bonds, and hereby give to The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and

deliver such deeds and instruments as may be necessary to pass title thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at New Haven, Connecticut, this 8th day of March, 1919.

Dwight H. Terry (SEAL)

Signed and sealed by the within-named testator, Dwight H. Terry, and by him declared to be his last will and testament, in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 8th day of March, 1919.

Julia M. Greene

Marion A. Wolcott

Anna Manning

Witnesses

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN }

SS. New Haven.

Be it remembered that on this 8th day of March, 1919,
before me, Robert S. Walker, a Notary Public within and for
said State, personally appeared the within-named

Julia M. Greene of Bristol, Conn.

Marion A. Wolcott of Terryville, Conn.

Anna Manning of Rockville, Conn.

who, being duly sworn, severally make oath and say that they
witnessed the within will of the within-named testator, Dwight
H. Terry, and subscribed the same in his presence and at his
request, and in the presence of each other, that the said
Dwight H. Terry, at the time of the execution of said will,
appeared to them to be of full age and of sound mind and memory;
that he signed said will and declared the same to be his last
will and testament, in their presence; and that they make
and sign this affidavit at the request of said testator.

Julia M. Greene

Marion A. Wolcott

Anna Manning

Subscribed and sworn to before me
the day and year above written.

Robert S. Walker.

Notary Public.

We hereby certify that the within and
foregoing is a true and correct copy of
the original instrument on file in the
Probate Court for the District of Plymouth, Conn.
The Colonial Trust Company
By Edward G. Hazen
Trust Officer



THE COLONIAL TRUST COMPANY

HARRIS WHITTEMORE, PRESIDENT
G. M. WOODRUFF, VICE PRESIDENT J. P. ELTON, VICE PRESIDENT
W. P. BRYAN, TREAS & SECY H. W. TRIPP, ASST TREASURER
L. B. ANDREW, ASST TREASURER J. B. ELLS, ASST SECRETARY
R. S. WALKER, TRUST OFFICER

CAPITAL
\$ 500,000.00
SURPLUS AND PROFITS
\$ 1280,000.00

WATERBURY, CONN.

TRUST DEPARTMENT

September 24 1925

Mr. Edwin C. Northrop,
Care The Dime Savings Bank,
C i t y.

Dear Sir:

Estate Martha J. Terry

We have delivered to Mr. A. J. Blakesley, today, the assets of the above entitled estate, which we understand constitute two separate funds, to be held by The Waterbury Hospital under the terms of Mrs. Terry's will. The funds under Paragraph 5 amount to \$15,000.00 and the residue under Paragraph 9 to \$15,878.81.

We are enclosing copy of Mrs. Terry's will, together with copy of letter from Atty. W. W. Gager, dated May 7, 1925, regarding interpretation.

We have had numerous comments made to us from time to time by residents of Thomaston and Plymouth in regard to how this fund should be handled. In all such cases we have referred them to you. Yesterday, a Miss Langdon, of Plymouth, made inquiry, stating that there is a woman in Plymouth, a patient of Dr. Wight, who would be a proper beneficiary of this fund and would like to go to The Waterbury Hospital for treatment about October 1st. I told her to

I, MARTHA J. TERRY, wife of DWIGHT H. TERRY, of Plymouth, Litchfield County, State of Connecticut, being of sound and disposing mind and memory and hereby expressly revoking any and all wills and codicils thereto by me heretofore made, do make, publish and declare the following to be my last Will and Testament.

1. I order and direct that my just debts and funeral expenses and the expenses of settling my estate be paid out of my estate by my executor hereinafter named.

2. I give absolutely to my nephew, FRANK POTTER, of Patchogue, Long Island, New York, my deposit in the BRISTOL SAVINGS BANK, of Bristol, Connecticut, with the accumulations thereon at the time this Will takes effect, the same having been received from my mother. If no such deposit exists when this will takes effect, then and in lieu thereof, I give absolutely to said FRANK POTTER the sum of Fifteen Hundred (\$1,500) Dollars.

3. I give and devise to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, all the land with buildings thereon, which I may own in the first voting district of Plymouth, formerly known as Plymouth Center, in the town of Plymouth, Connecticut, IN TRUST, NEVERTHELESS, for the following purposes, to wit: To hold and to maintain the same as a homestead for the use of my husband, DWIGHT H. TERRY, for and during his life. I also give to said Trust Company the sum of Ten Thousand (\$10,000) Dollars, IN TRUST, NEVERTHELESS, for the following purposes, to wit: To hold, possess, invest and reinvest the same in such securities as may be lawful for the investment of trust funds in Connecticut, and to pay over the net income arising therefrom to my husband, DWIGHT H. TERRY, for and during his life.

4. Should my said husband predecease me, or if he survives me, then upon his death, I desire that said homestead and said trust fund of Ten Thousand (\$10,000) Dollars be used for the purpose of establishing a hospital in the Town of Plymouth, Connecticut, and I direct THE COLONIAL TRUST COMPANY, as said Trustee, as soon as may be possible after the death of my husband, or the settlement of my estate, to obtain from the Legislature of the State of Connecticut, a charter, or cause a corporation to be formed under the laws of said State, for the purpose of receiving said devise and bequest and establishing a hospital in said Plymouth, to be known as THE PLYMOUTH MEMORIAL HOSPITAL, which shall be open to all people irrespective of considerations of nationality, religion or color. I direct my said Trustees to see that in the charter or certificate of incorporation all the details of organization and management are fully set forth, and that the same be supplemented by appropriate by-laws; and it is my desire that my esteemed friends, DR. R. S. GOODWIN, of Thomaston, Connecticut, CHARLES P. TREADWAY, of Bristol, Connecticut, GEORGE C. CLARK, of Terryville, Connecticut, and HENRY E. STOUGHTON, of Thomaston, Connecticut, if living, and they are willing to accept, shall be included in the Trustees named in the charter of said Hospital.

Upon the establishment of the corporation, I direct my Trustees to convey by deed my said homestead to said corporation and to pay over and transfer to the proper officers thereof, the said trust fund of Ten Thousand Dollars (\$10,000) and any accumulations thereof, which fund shall then be released of all trust, and all or any part thereof may be used by said Hospital corporation for the purpose of making necessary alterations and equipping said Hospital for the uses of said institution.

Upon the conveyance and transfer of said trust property my said Trustee shall be released from all further responsibility relative thereto.

It is my desire that a memorial tablet be placed in said Hospital, setting forth that said Hospital was established by Martha J. Terry and Dwight H. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the State of Connecticut.

I hope and trust that further gifts will be made to said institution, from time to time, in order that the Town of Plymouth may have a hospital suitably equipped to take care of the needs of said community, and that additional tablets may be placed in said Hospital setting forth the names of said donors or in whose memory the gifts are made.

5. If, however, for any reason, my said Trustee should fail to obtain from the Legislature of the State of Connecticut, within five years of the date of the death of my said husband, a charter for the corporation to establish and maintain a hospital in said Plymouth, in accordance with the provisions of the foregoing paragraph, then in such event, I direct that said homestead be sold and the proceeds thereof be added to and become a part of the trust fund of Ten Thousand (\$10,000) Dollars held by THE COLONIAL TRUST COMPANY, and I give and bequeath said fund to THE WATERBURY HOSPITAL, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State. Said fund shall be known as the "Martha J. Terry Fund," and shall be invested by the Trustees of said Hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut and the proceeds thereof shall be used for the purpose of providing free beds and medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston, of Litchfield County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution. Should said

fund be given to said Waterbury Hospital, it is my desire that a memorial tablet be placed in said Hospital, setting forth that said fund was established by Martha J. Terry and Dwight H. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the state of Connecticut.

6. If my husband, DWIGHT H. TERRY, survives me I give all the rest and residue of my estate, real and personal, wherever situated, to him absolutely and in fee simple.

7. Should my said husband predecease me, I give and bequeath absolutely to the said THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the brass clock with the long case, which was made by my husband's grandfather, Eli Terry; also the parchment letters-patent on clocks issued to his said grandfather, Eli Terry, and the lacquer-ware, lead lined box containing said letters-patent; also the old family Bible used by my husband's father, containing the family record; also the old account book of his grandfather, Eli Terry, and the oil paintings of his father and mother, and all the rest, residue and remainder of my clocks, wearing apparel, books, household furniture, useful and ornamental, pictures, tools, jewelry, personal ornaments, carpets, stoves, beds and bedding, books, and pamphlets, all crockery, table-ware and linen, cutlery, spoons, knives and forks, silver-ware, and all other household articles of every name, nature and description, now in my residence at Plymouth, Connecticut. And I request said Executor to divide and dispose of all said articles, among the persons named in a memorandum filed herewith, as far as may be found practicable and satisfactory when the time arrives for the distribution of my estate. Said articles not so disposed of may be sold and the proceeds added to my residuary estate. I direct that said Trust Com-

pany may pay any expense incident to the delivery of said articles and charge the same as an expense against my estate.

8. Should my said husband predecease me, I give, and bequeath absolutely Five Hundred (\$500) Dollars to each of the children of my nephew, FRANK POTTER, who may be living when this clause of my Will shall take effect, namely: Alice, Leonard and Russell (to be paid in full without deduction for inheritance tax.)

9. Should my said husband predecease me, I give, devise and bequeath all the rest and residue of my estate, real and personal, to THE PLYMOUTH MEMORIAL HOSPITAL, of Plymouth, Connecticut, IN TRUST, NEVERTHELESS, for the following uses and purposes, to wit: To hold, possess, manage, invest and reinvest the principal of said fund in such securities as trust funds in Connecticut may be invested in and to use only the net income arising therefrom for the general uses of said Hospital, but if such a corporation should not be organized in accordance with paragraph four of this Will, then I direct that said rest and residue be given to THE WATERBURY HOSPITAL, IN TRUST, NEVERTHELESS, for the following uses and purposes, to wit: To hold, possess, manage, invest and reinvest the principal of said fund in such securities as trust funds in Connecticut may be invested in, and to use only the net income arising therefrom to provide medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston in said State of Connecticut.

10. I hereby nominate and appoint my said husband Executor of this Will and direct that no bonds be required of him. Should my said husband predecease me, then I nominate and appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this Will, without bonds.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 21st day of November, 1918.

MARTHA J. TERRY [L. S.]

Signed and sealed by the within-named Testatrix, MARTHA J. TERRY, and by her declared to be her last will and testament, in our presence, who have hereunto subscribed our names, as witnesses, in her presence, and in the presence of each other, and at her request, this 21st day of November, 1918.

LORENA I. MILLER
ORINDA E. HALL
C. SANFORD BULL

Witnesses.

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } ss: Waterbury

Be it remembered that on this 21st day of November, 1918, before me, ROBERT S. WALKER, a Notary Public, within and for said State, personally appeared the within-named LORENA I. MILLER, ORINDA E. HALL and C. SANFORD BULL, all of said Waterbury, who being duly sworn, severally make oath and say that they witnessed the within Will of the within-named testatrix, Martha J. Terry, and subscribed the same in her presence and at her request, and in the presence of each other; that the said MARTHA J. TERRY, at the time of the execution of said Will appeared to them to be of full age and of sound mind and memory; that she signed said Will and declared the same to be her last Will and Testament in their presence, and that they make and sign this affidavit at the request of said testatrix.

LORENA I. MILLER
ORINDA E. HALL
C. SANFORD BULL

Subscribed and sworn to before me the day and year above written.

ROBERT S. WALKER
Notary Public

*From the will of
Dwight H. Terry*

If, however, my said wife should not leave a will providing for the establishment of a hospital in the said Town of Plymouth, or, if she should leave such a will and a corporation should not be formed to take charge of same, as provided in her will, then in such event, I give, devise and bequeath said rest and remainder to The Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State, as a trust fund. Said fund shall be known as the "Dwight H. and Martha J. Terry Fund", and shall be invested by the Trustees of said hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut, and only the proceeds thereof shall be used for the purpose of providing free beds and medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston, of Litchfield County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution.

Should said fund be given to The Waterbury Hospital, it is my desire that a memorial tablet be placed in said hospital, setting forth that said fund was established by Dwight H. Terry and Martha J. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the State of Connecticut.

12. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this will, without bonds, and hereby give to The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and

Bean at the Colonial Bank & Trust Company - To Be Invested.

EDWARD T. CARMODY
WILLIAM B. FITZGERALD
WALTER F. TORRANCE, JR.
G. BRADFORD PALMER
DAVID W. COLLINS
WILLIAM B. FITZGERALD, JR.
TIMOTHY R. CARMODY
JOSEPH F. BUDNY
ANTHONY M. FITZGERALD
MEYLERT M. ARMSTRONG III
KENNETH J. POCIUS

CARMODY & TORRANCE
ATTORNEYS AT LAW
37 LEAVENWORTH STREET
POST OFFICE BOX 1110
WATERBURY, CONNECTICUT 06720

TELEPHONE (203) 757-1521
CABLE ADDRESS "CARTOR"

WALTER F. TORRANCE
GUERIN B. CARMODY
OF COUNSEL

RUSSELL J. BLAIR
JAMES K. ROBERTSON, JR.
THOMAS R. CANDRICK, JR.
JAMES WU
JOHN C. BULLOCK

September 20, 1977

Mr. Richard A. Derr, Administrator
The Waterbury Hospital
64 Robbins Street
Waterbury, Connecticut 06720

Re: Estate of Dwight H. Terry

Dear Dick:

Enclosed you will find a check of The Colonial Bank and Trust Company in the amount of \$216,569.47 in connection with the above matter. This represents principal of \$188,500.70 and income of \$28,068.77 as reflected in the account filed with the probate court. In addition, you should be receiving at a later date the income accrued since March 31, 1977 which was the date of the account.

Sincerely yours,

G. Bradford Palmer

G. Bradford Palmer

GBP/sh
Enclosure
cc: George W. Hurlbutt
Trust Officer
The Colonial Bank and Trust Company

Cert. Mail

RECEIVED
ADMINISTRATION

RECEIVED

TO THE PROBATE COURT FOR THE DISTRICT OF PLYMOUTH: ADMINISTRATION

Estate of Dright H. Torry in said District, deceased in Trust.

The subscriber represents that it is trustee of a fund created under the will of said decedent for the benefit of Laura Arnold Adams, et al; that the said Laura Arnold Adams died on the twenty-fifth day of July, 1975. The will provides that when the number of beneficiaries is reduced to three, the trust shall terminate, distributing to each of the three remaining, the sum of one-thousand dollars; the remainder of the fund is then to be distributed to the Waterbury Hospital to be held in trust.

The subscriber therefore, in its capacity aforesaid exhibits the following as a true statement of the receipts and disbursements since last account rendered (to June 5, 1975) with previous accounts as are on file made a part hereof by reference for allowance by said Court and makes application for an order to distribute said balance.

Estate of Dright H. Torry
The Colonial Bank and Trust Company, Trustee

In Account with Said Estate

Schedule A

Balance on hand to be Distributed in Accordance
with the Will

Cash

191,500.70

To: Katherine A. Osgood
728 Webster Street
Needham, Massachusetts 02192

1,000.00

Phyllis Arnold
13 Water Street
Hingham, Massachusetts 02043

1,000.00

Beryl Terry Claffin
Cohasset Knoll
Route 3A Chief Justice Cushing Highway
Cohasset, Massachusetts 02025

1,000.00

Waterbury Hospital
Robbins Street
Waterbury, Connecticut

188,500.70
191,500.70

Reserve for closing expenses, any unused portion
to be distributed in accordance with the will.

100.00

Balance on hand per Schedule A to be distributed
in accordance with the will

191,500.70
192,714.27

Estate of Dwight H. Terry
The Colonial Bank and Trust Company, Trustee

BY: _____
George W. Hurlbutt-Trust Officer

Subscribed and Sworn to Before me

this day of November, 1975.

W. DAVID BARY
NOTARY PUBLIC

NOV 20 1975

Notary Public

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund, Martha J. Terry Fund

Established by Will of Martha J. Terry, of Plymouth, Conn.

Condition of Gift.

Under paragraph 4 of the Will of Martha J. Terry, The Colonial Trust Company, of Waterbury, Executor, was directed to apply to the General Assembly of the State of Connecticut for a charter for a hospital in Plymouth, Connecticut. The funds available, however, were inadequate for this purpose and the application for charter was reported unfavorably by the legislative committee, and the charter refused by the General Assembly. Paragraph 5 of the will then provided that the homestead in Plymouth be sold

* * * and the proceeds thereof be added to and become a part of the trust fund of Ten Thousand (\$10,000) Dollars held by The Colonial Trust Company, and I give and bequeath said Fund to THE WATERBURY HOSPITAL, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State. Said fund shall be known as the "Martha J. Terry Fund," and shall be invested by the Trustees of said Hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut and the proceeds thereof shall be used for the purpose of providing free beds and medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston, of Litchfield County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution. Should said fund be given to said Waterbury Hospital, it is my desire that a memorial tablet be placed in said Hospital, setting forth that said fund was established by Martha J. Terry and Dwight H. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the State of Connecticut.

Income from this fund is non-cumulative.

The Waterbury Hospital also received an additional fund from , residue of Mrs. Terry's estate on which income is cumulative.

Executive Committee and Treasurer's Reports 1926 show \$15,122.00 received for this fund.

The Colonial Trust Co.,

C i t y.

Attention Robert S. Walker, Esq.

Re: Estate of Martha J. Terry.

Dear Sir:

Replying to your letter of May 4th.

Del.

It is my opinion that The Colonial Trust Company should sell the homestead in Plymouth and deliver the funds only to the Waterbury Hospital. Paragraph 5 particularly directs that the homestead shall be sold and the resulting fund "turned over to The Waterbury Hospital." If it were the intention of the testatrix to allow the property to be turned over to the Hospital and sold by them at their discretion, no direction to sell would have been necessary and the inclusion of such directions indicates to my mind that it was not intended that The Waterbury Hospital should ever have the property itself.

As to the question of whether or not there are two separate and distinct funds, I am inclined to believe that there are, the first consisting of \$10,000.00, and proceeds of the homestead. You will note that the income from this fund may be used "for the purpose of providing free beds and medical care and attention for the poor and needy of the towns of Plymouth and Thomaston in Litchfield County of said state, and the surplus of said fund, if any, may be used for the general uses of said institution." The residuary fund must be invested and the income can be used

only "to provide medical care and attention for the poor and needy of the towns of Plymouth and Thomaston in said State of Connecticut." There is no provision by which the income from this second fund may be used for the general uses of the institution and this would indicate that the two funds must be kept separate in order that the uses to which the incomes are put may be separately accounted for.

Very truly yours,

(Signed) Wm. W. Gager

JOB. F. HILLER

UPSON, JENNIE

THE WATERBURY HOSPITAL
ENDOWMENT OR PERMANENT ROOM OR BED FUND

Will of Jennie Upson

late of _____

Date of Death _____

Refer to letter dated July 2, 1963 from
Edward G. Hazen
Vice President & Trust Officer
The Colonial Bank & Trust Company

Gentlemen:

We have received for the account of the Waterbury Hospital the following securities representing the distribution from the Jennie Upson trust at the Waterbury National Bank.

These securities have been added to the First Congregational Bed Fund, which is held by us under the "Waterbury Hospital Permanent Bed Fund" account.

WADE, HENRY L.

A865

THE WATERBURY HOSPITAL
Endowment or Permanent Room or Bed Fund

Name of Fund Henry L. Wade Bed Fund

Established by Will of Henry L. Wade, late of Waterbury, deceased.

Date of Death October 31, 1912

Condition of Gift.

Article XIX of Will of Henry L. Wade reads as follows:

I give, devise and bequeath to the Waterbury
Hospital, the sum of Five Thousand Dollars.

Extract from Annual Report of Executive Committee, 1912.

On October 31st died Henry L. Wade, a Director
and member of your Executive Committee since 1905.
We have lost a generous broad-minded associate, who gave
thought to the needs of this charity almost to the last
of his active, farsighted career. Mr. Wade's last
gift to the hospital was a bequest of \$5,000 for a free cot.
This will be known as the Henry L. Wade Free Bed Fund.

Treasurer's Report 1912 shows receipt of this fund.

WATERBURY HOSPITAL

WATERBURY, CONN.

CHARLES LEE,
SUPERINTENDENT

October 8, 1928

The Colonial Trust Company,
Waterbury, Conn.

Dear Sirs:-

Herewith is a memorandum of the information I have in regard to the Hospital Bed and Special Funds, together with the original documents from which the information was secured.

Answering your letter of the 7th, the Mary L. Mitchell Free Bed Fund is the \$5,000 given by Mrs. Mitchell in her lifetime, in accordance with her letter of January 30, 1896, which letter is enclosed. This was received and set up as a Bed Fund February 17, 1896. The bequest of \$5,000 from Mrs. Mitchell appears in the report for the year ending October 1, 1912, under the General Fund,- "Received from Estate of Mary L. Mitchell \$5,000." I also find in the report for the year ending October 1, 1904, under the heading "General Fund", "Received from Mrs. Mary L. Mitchell \$8,000."

The Henry L. Wade Bed Fund first appears in the report for the year ending October 1, 1913, and is set up as a Bed Fund with the notation "Received from Estate of Henry L. Wade". I have no information as to why this was made a Bed Fund. In the report of the Executive Committee for the

WATERBURY HOSPITAL

WATERBURY, CONN.

October 8, 1928

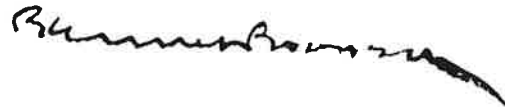
CHARLES LEE,
SUPERINTENDENT

The Colonial Trust Company

- 2 -

same year there is mentioned "an additional private room is to be provided by Mrs. Henry L. Wade, to be furnished by her in memory of her husband". This appears to be an entirely separate transaction, and I can not find any record of anything being received. Possibly there was a separate building fund in existence. It does not appear in the Treasurer's report.

Yours truly,



BE-S

Enc.

WARNER, EMELINE D.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The Emeline D. Warner Bed Fund

Established by Will of Julia V. Warner Spencer

Condition of Gift.

Second section of Paragraph 3 of the Will of Julia
V. Warner Spencer reads as follows:

* * *

Also the sum of Five Thousand dollars (\$5000) in trust, to be known as the "Julia V. Warner Memorial for Miss Emmeline D. Warner Fund", to be applied to the establishment and maintenance of a free bed in said Hospital forever, for the use of such persons as St. John's Episcopal Church may designate.

Julia V. Warner Spencer died March 13, 1916

W. H. Lowe, Executor

Will recorded in Vol. 136, page 305, Waterbury Probate Records

Treasurer's Report 1916 shows receipt and investment of this fund.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund ^{Olive} ~~Oscar~~ Warner Fund

Established by Oscar L. Warner

Condition of Gift.

Copy of letter from Waterbury Hospital Mch. 24th, 1928

Mr. Oscar L. Warner
219 Hillside Avenue
Naugatuck, Conn.

Dear Mr. Warner:

In reply to your letter of March 8th, relative to endowment fund of \$5000 which you wish to establish in the name of your wife, I would say that the donor could name any patient that he wished to be carried on the income of this fund during his hospital residence.

The benefits of the fund would not be accumulative, but the unexpended balance would be turned in as receipts at the end of each hospital year.

Although the benefits of an endowment fund of \$5000 are only supposed to apply during the donors life, an extension of that period could be made by the Executive Committee, and as a matter of fact, requests from the nearest relative of the donor for the admission of a patient has as a rule always been recognized.

Yours very truly,

Waterbury Hospital

B. Henry Mason, Supt.

Mr. Robert S. Walker,
Colonial Trust Co.

Oct. 19, 1929.

Dear Mr. Walker:

Above is in reply to conversation with you this morning, and is satisfactory to me.

Yours very truly,

Oscar L. Warner.

\$2,000 reported on hand by Treasurer 1928

Fund completed - \$5,000 - Treasurer's Report 1929.

Re: Oscar Warner Fund
(Part of Permanent Bed Funds)

FROM 219 HILLSIDE AVE.
NAUGATUCK, CONN.

Copy of letter from Waterbury Hospital Mch. 24th. 1928.

Mr. Oscar L. Warner,
219 Hillside Avenue,
Naugatuck, Conn.

Dear Mr. Warner:

In reply your letter of March 8th. relative to endowment fund of \$5000 which you wish to establish in the name of your wife, I would say that the donor could name any patient that he wished to be carried on on the income of this fund during his hospital residence.

The benefits of the fund would not be accumulative, but the unexpended balance would be turned in as receipts at the end of each hospital year.

Although the benefits of an endowment fund of \$5000 are only supposed to apply during the donors life, an extension of that period could be made by the Executive Committee, and as a matter of fact, requests from the nearest relative of the donor for the admission of a patient has as a rule always been recognized.

Signed, Yours very truly,

WATERBURY HOSPITAL

B. Henry Mason, Supt.

Mr. Robert S. Walker,
Colonial Trust Co.

Dear Mr. Walker:

Oct 19. 1929.

Above is in reply to conversation with you this morning, and is satisfactory to me.

Yours very truly.

Oscar L. Warner

WARNER, OSCAR L.

I, OSCAR L. WARNER, of the Town of Naugatuck, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby expressly revoking any and all wills by me heretofore made.

1. I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.

2. I give and bequeath to James C. Warner, of said Naugatuck, if living at the time of my decease, the sum of One Thousand Dollars (\$1,000.00).

3. I give and bequeath to my chauffeur, Joseph A. Zehnder, of No. 29 Hillcrest Avenue, Naugatuck, Connecticut, if in my employ at the time of my death, the sum of One Hundred Dollars (\$100.00) a year for each year or fraction thereof that he has been in my employ since May, 1913.

4. I give and bequeath to my sister-in-law, Clarissa S. Warner, of the Oliver Hotel, South Bend, Indiana, if living, the wash bowl and pitcher of antique design and green decoration which stands on the high daddy in my room, also the Royal Kashan silk prayer rug, size 3 ft. x 2 ft. 2 in., which hangs in my hall at foot of stairs.

5. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Three Thousand Dollars (\$3,000.00), in trust, however, to hold, possess, invest and reinvest the same at pleasure and to pay over the net income thereof to the Grove Cemetery Association of Naugatuck, Connecticut, to be used for the care and maintenance of my lot

and the monument and markers thereon. Any income not used for said purposes may be used for the general purposes of said association.

6. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Three Thousand Dollars (\$3,000.00), in trust, however, to hold, possess, invest and reinvest the same at pleasure, and to pay over the net income thereof to the Ecclesiastical Society of the Congregational Church of Naugatuck, Connecticut, to be used for the general expenses of said society.

7. To my friend, D. C. Hakes, of Catchings, Sharkey County, Mississippi, I have promised the sum of One Thousand Dollars (\$1,000.00) each year for four years, to assist in the further education of his son, Doric Hakes, who began a college course in the fall term of 1929. In case of my death before the end of said four year period, I give and bequeath to the said D. C. Hakes, if living, otherwise to his son, Doric Hakes, the necessary amount to complete the payments of the four year period, said payments to be made annually.

8. I give and bequeath to Katharine O'Rourke, R.N., of No. 174 Willow Street, Waterbury, Connecticut, any unpaid balance there may be due on her note to me under date of November 13, 1923 to be hers absolutely.

9. All the rest and residue of my estate, of every kind and nature, I give, devise and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, in trust, however, for the following purposes: To hold, manage, sell, exchange, invest and reinvest the same in such securities as trust funds

in the State of Connecticut may be invested in, and to accumulate and pay over the net income of said estate as hereinafter set forth.

If my sister, Lucia B. Warner, widow of Lewis C. Warner, should survive me and be then unmarried, I authorize and direct my executor hereinafter named to give her the right to occupy my homestead situated at No. 219 Hillside Avenue, Naugatuck, Connecticut, so long as she remains a widow, and if she does not remarry, said right of occupation may continue during her life. It is to be optional with her to accept said right of occupation or not, but acceptance must be made by her by written notice to that effect to my executor within one year after my decease, otherwise this offer shall be void and of no effect. If she accepts and occupies said homestead I give and bequeath to her my automobiles and all equipment used in connection therewith. And I further authorize and direct my executor and trustee to pay my said sister, out of the net income of my estate, the sum of Eight Hundred Dollars (\$800.00) per month in cash towards the running expenses of said premises, it being understood that all taxes, premiums of insurance, water rents and necessary repairs shall be paid for by her out of said allowance.

Any net income from my estate remaining after the payment of said monthly allowance shall be added to principal and invested and reinvested by my executor or trustee and disposed of as hereinafter set forth.

If my said sister should not accept the provisions of this will, or if she should accept and later vacate said premises, or remarry, or if she should accept and remain in possession during her life, then upon her death, I direct that

my homestead, No. 219 Hillside Avenue, Naugatuck, Connecticut, and all my rugs, furniture, pictures, books, jewelry, wearing apparel, automobiles, if any, antiques, and all other articles of personal and domestic use not otherwise disposed of, be sold by my trustee and the proceeds divided equally among my nephew and nieces, George A. Warner, Julia Warner and Emily Warner, son and daughters of Lewis C. Warner and Lucia B. Warner, or to such of them as may be then living. But permission is hereby granted to sell or dispose of any of my clothing or household effects at any time, provided my sister, Lucia B. Warner, and her son and daughters agree that it seems best.

If, in the judgment of my trustee, a situation should develop in which it would appear to be to the advantage of all parties concerned that the right of my sister to occupy my homestead should cease, I hereby specifically authorize said trustee, in accordance with its discretion, to terminate said right, and upon said termination to sell said real and personal property and divide the proceeds equally among my nephew and nieces, George A. Warner, Julia Warner and Emily Warner, or such of them as may then be living.

Out of the remainder of my estate in possession of The Colonial Trust Company, as my trustee, after the interest of my said sister has ceased and terminated, I make the following bequests:

A. To my nephew, George A. Warner, one hundred (100) shares of the capital stock of the Southern New England Telephone Company, and two hundred and twenty (220) shares of the capital stock of the Hartford Electric Light Company.

B. To my niece, Julia Warner, forty-three (43) shares of the capital stock of The Colonial Trust Company, of Waterbury, Connecticut.

C. To my niece, Emily Warner, forty-three (43) shares of the capital stock of The Colonial Trust Company, of Waterbury, Connecticut.

D. To Grace Bradbury, who has been living at my house recently, fifty (50) shares of the capital stock of the Torrington Company.

The remainder of my estate shall be held by the said The Colonial Trust Company and known as "The Warner Memorial Fund", for the following purposes: Said trustee shall invest and reinvest said fund and add the income to the principal and reinvest the same for a period not exceeding twenty years from the date when the interest of my said sister shall cease and terminate. If, during said twenty-year period, the Naugatuck Hospital Corporation shall decide to erect a building, it being found by the directors of said corporation that the funds in its possession together with the proceeds from this fund are sufficient to build and maintain said hospital, and it shall notify The Colonial Trust Company to that effect, and request, in writing, that the accumulated income of said fund be paid to it for said purposes, The Colonial Trust Company is hereby authorized and directed to pay over to said hospital corporation all of said accumulated income to be used as the Board of Directors of the Naugatuck Hospital Corporation may deem wise and for the best interest of the corporation, and thereafter to pay the net income arising from said fund to said hospital, quarterly, for the general purposes of said hospital.

X In the event that at the end of said twenty-year period no hospital shall have been built by the Naugatuck Hospital Corporation I direct that The Colonial Trust Company shall continue to hold said fund, and, until a hospital is erected in Naugatuck by said corporation, shall pay to the Waterbury Hospital

of Waterbury, Connecticut, the income thereof for the purpose of providing accommodations and medical care and attention for the poor and needy residents of the Borough of Naugatuck, Connecticut, with the understanding, however, that the surplus of said income, if any, may be used for the general purposes of the Waterbury Hospital.

If at some later period a hospital shall be built in said Naugatuck by said corporation I direct that the income from said fund shall be paid over to said hospital in Naugatuck to be used for the general purposes of said institution.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether state or federal, and that all such taxes shall be borne and paid by my executor out of my general estate.

11. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds, and hereby give to the said The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal,
this 29th day of February, 1932.

OSCAR L. WARNER (SEAL)

Signed and sealed by the within named testator, Oscar L. Warner, and by him declared to be his last will and testament in

our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 29th day of February, 1932.

Gertrude L. Snagg

Gustav A. Anderson

Lucian D. Warner

Witnesses

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN }

SS. Waterbury

Be it remembered that on this 29th day of February, 1932, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, being duly sworn, severally make oath and say that they witnessed the within will of the within named testator, Oscar L. Warner, and subscribed the same in his presence and at his request, and in the presence of each other; that the said Oscar L. Warner, at the time of the execution of said will, appeared to them to be of full age and of sound mind and memory that he signed said will and declared the same to be his last will and testament in their presence, and that they make and sign this affidavit at the request of said testator.

Gertrude L. Snagg of Waterbury, Conn.
Gustav A. Anderson of " "
Lucian D. Warner of Naugatuck, Conn.

Subscribed and sworn to before me
this 29th day of February, 1932.

Robert S. Walker
Notary Public

BY: Donald
Authorized Signer

WARNER, RICHARD V.

R V Warner A1120

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Richard Vincent Warner Memorial Fund

Established by Will of Olive R. Warner, of Naugatuck, Conn.

Condition of Gift.

Part of Paragraph 6 of the Will of Olive R. Warner reads as follows:

6. * * * I give, devise and bequeath said rest, residue and remainder to The Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State, as a trust fund. Said fund shall be known as "The Richard Vincent Warner Memorial Fund" and shall be invested by the trustees of said hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut, and only the proceeds thereof shall be used for the purpose of providing accommodations and medical care and attention for the residents of the Borough of Naugatuck, of New Haven County, in said State and that the surplus of said income, if any, may be used for the general uses of said institution.

Fund was delivered to The Waterbury Hospital by The Colonial Trust Company, Trustee, on May 20, 1942, and returned by said Hospital to The Colonial Trust Company, as Agent for the Treasurer, for management.

I, Olive Rogers Warner, of the Town of Naugatuck, County of New Haven, State of Connecticut, do make, publish and declare the following to be my Last Will and Testament, hereby expressly revoking any and all wills by me heretofore made.

1. I direct that all my just debts, funeral expenses, and the expenses of settlement of my estate, be first paid and satisfied out of my personal estate.

2. I give and bequeath to my beloved husband, Oscar L. Warner, all my automobiles, garage equipment, and all other tools and articles pertaining thereto, to be his absolutely.

3. All the rest and residue of my estate, of every kind and nature, I do hereby devise, and bequeath to The Colonial Trust Company, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said state, IN TRUST, NEVERTHELESS, for the following uses and purposes, to hold, possess, invest and reinvest the same in such securities and trust funds in the State of Connecticut may be invested in, and to pay over the net income accruing therefrom to my husband, Oscar L. Warner, for and during his life.

4. After the death of my husband, Oscar L. Warner, I desire that all my automobiles, furniture, pictures, books, jewelry, wearing apparel, and all other articles of personal and domestic use be divided as nearly equally as may be, by my Executor and Trustee, between my nephew and nieces, George A. Warner, Julia Warner, and Emily Warner, son and daughters of Lewis C. Warner and Lucia B. Warner.

5. The remainder of my estate in possession of the Colonial Trust Company after the death of my husband shall be held for the use and benefit of the Naugatuck Hospital Corporation, of said Naugatuck, and if said corporation shall, within ten years after the termination of the life interest as above set forth, establish and maintain a hospital in Naugatuck, I direct my Trustee to sign, transfer, convey and deliver to the proper officers of said corporation said rest and residue and any accumulation thereof, and upon said transfer, said Colonial Trust Company shall be released from all further responsibility relative thereto.

I direct that said hospital corporation may use one-third of the amount of said fund for the general purposes of said hospital and that the balance of said fund shall be held by said corporation, in trust, as an endowment for said hospital, and shall be known as "The Richard Vincent Warner Memorial Fund", in honor of my son born December 26, 1890, died January 21, 1905. Said corporation shall hold, possess, invest and reinvest said fund in such securities as trust funds in Connecticut may be invested in, and the income only of said fund shall be used for the general purposes of said hospital.

6. If, for any reason, said Naugatuck Hospital Corporation fails, within ten years after the termination of the life interest as above set forth, to establish and maintain a hospital in said Naugatuck, and there should be no

hospital in said Naugatuck which the said trustee should find, after due investigation and in the exercise of its own discretion, suitable to receive said fund, then in such event, I give, devise and bequeath said rest, residue and remainder to The Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State, as a trust fund. Said fund shall be known as "The Richard Vincent Warner Memorial Fund", and shall be invested by the trustees of said hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut and only the proceeds thereof shall be used for the purpose of providing accommodations and medical care and attention for the residents of the Borough of Naugatuck, of New Haven County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution.

7. I appoint the Colonial Trust Company, of Waterbury, Connecticut, Executor of this will, without bonds, and hereby give to The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 10th day of March, 1921.

Olive R. Warner (SEAL)

Signed and sealed by the within named testatrix, Olive Rogers Warner, and by her declared to be her last will and testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 10th day of March, 1921.

Gertrude L. Snagg }
Lorena I. Miller } Witnesses
C. Sanford Bull }

STATE OF CONNECTICUT }
COUNTY OF NEW HAVEN } SS. Waterbury

Be it remembered that on this 10th day of March, 1921, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the within named Gertrude L. Snagg, Lorena I. Miller and C. Sanford Bull, all of said Waterbury, who, being duly sworn, severally make oath and say that they witnessed the within will of the within named testatrix, Olive Rogers Warner, and subscribed the same in her presence and at her request, and in the presence of each other; that the said Olive Rogers Warner, at the time of execution of said will appeared to them to be of full age, and of sound mind and memory; that she signed said will and declared the same to be her last will and testament in their presence; and that they make and sign this affidavit at the request of said testatrix.

Gertrude L. Snagg
Lorena I. Miller
C. Sanford Bull

Subscribed and sworn to before me, the day and year above written.

Robert S. Walker, Notary Public.

STATE OF CONNECTICUT }
COUNTY OF NAUGATUCK } SS. Probate Court, April 22, 1926.

The within and foregoing will was this day proved, approved,
read and admitted to probate and the executor named therein was approved.

Attest: Frank W. Eaton, Judge.

#####

MUTUAL DISTRIBUTION

KNOW ALL MEN BY THESE PRESENT, That, whereas the subscribers, Ralph E. Smith and Frank A. Smith, both of Naugatuck, County of New Haven, and State of Connecticut, and all the persons interested as heirs-at-law and next of kin in the estate of Agnes E. Smith, late of Naugatuck, Connecticut, deceased, who left personal property to be divided among us, and

WHEREAS, after the payment of all claims against the estate of said deceased and the expenses of settlement, there remains the personal property hereinafter described, to be divided among us.

NOW, THEREFORE, KNOW YE, that we the subscribers, being legally capable, hereby make a division of said property among ourselves in the manner following:

Said Ralph E. Smith shall take and have:

| | |
|--|---------------|
| 100 shares American Zinc Lead & Smelting Co., Pfd. | \$145.00 |
| " Anaconda Copper Mining Co., | 210.00 |
| " Conn. Lt. & Power Co., 8% pfd., | 1,652.00 |
| " Inspiration Consolidated Copper Co., | 140.63 |
| " Kennecott Copper Co., | 427.00 |
| " Scovill Mfg. Co., | 1,380.00 |
| " U. S. Steel Corp., Pfd., | 1,875.00 |
| 100 Conn. Ry. & Ltg., 1st & ref., 4 1/2% Bonds, due 1951, | 1,830.00 |
| divided interest in Conn. Ry. & Ltg., 1st & ref., 4 1/2% bond, due 1952, | 457.50 |
| household furniture, | 187.50 |
| | <u>203.71</u> |
| | 8,508.34 |

Said Frank A. Smith shall take and have:

| | |
|---|----------|
| 100 shares American Zinc Lead & Smelting Co., Pfd., | \$145.00 |
| " Anaconda Copper Mining Co., | 210.00 |
| " Conn. Lt. & Power Co., 8% pfd., | 1,534.00 |
| " Inspiration Consolidated Copper Co., | 140.62 |

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Nelson J. Welton Bed Fund

Established by Will of Nelson J. Welton, late of Waterbury, Conn.

Condition of Gift.

Article Fourteenth, Clause B. of Will of Nelson J. Welton
reads as follows:

Clause B. I give and bequeath to said Waterbury Hospital the sum of Five Thousand Dollars (\$5,000), IN TRUST, NEVERTHELESS, for the following uses and purposes: To hold, manage and control, invest and reinvest as in the discretion of the Directors of said Trustee shall seem to be for the best interests of said trust estate, and the avails thereof and any property thereby acquired to lease, mortgage, sell and convey as shall be by said directors deemed proper, the income thereof to be devoted to the establishment and maintenance of a free bed in said hospital for the use of such persons as the Directors of said corporation may designate, and to be known as the "N. J. Welton Bed".

Treasurer's Report 1918 shows receipt and investment of this fund.

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund The J. H. Whittemore Endowed Room

Established by Family of John Whittemore

Condition of Gift.

Extract from Report of Executive Committee 1911

"A room furnished and endowed by the family of
John Howard Whittemore * * * hereby thankfully
acknowledged.

Treasurer's Report 1912 shows receipt of \$10,000 for this fund.

WHITTEMORE, JULIA
S.

THE WATERFURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Julia S. Whittemore Memorial Room

Established by Miss Gertrude B. Whittemore and Mr. Harris Whittemore

Condition of Gift.

Extract from Report of Executive Committee 1919.

" Mr. Harris Whittemore and Miss Gertrude Whittemore have offered to furnish a room in the Maternity Ward and endow it with \$10,000.00."

Treasurer's Report 1919 shows receipt of \$10,000.00 for this fund.