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TO: Lisa L. Mead, Town Counsel  
FR: Bethany J. Raffa, Town Counsel  
DA: October 24, 2022  
RE: Ownership of Title Library

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Question: Who Owns the Tilton Library?

Answer:

The Tilton Library is owned in trust for the benefit of the Inhabitants of the Town of Deerfield. The Trustees of said trust should compose of six (6) trustees. Three are to be elected by the Inhabitants of the Town of Deerfield. The other three should be appointed. Originally by the Trustees under the Will of Chauncey B. Tilton, with vacancies to be filled by appointment. Said appointment to be made by the remainder of the trustees that represent successor trustees whose purpose is to represent the interest of Chauncey B. Tilton.

Background:

Title to the library building and the real estate on which it is located is derived from the Last Will and Testament of Chauncey B. Tilton (the "Decedent") dated August 22, 1899 (the "Will"). Pursuant to Article First, the lot known as the "Homestead Lot" is devised to the wife of the Decedent, Arabella Howe Tilton, less that portion of said "Homestead Lot" is conveyed to the daughter, Helen E. Tilton. Helen E. Tilton is named as Executrix of this Will. In the Will, the Decedent states that after all devises are made, he gives the remainder of his estate to his daughter, Helen E. Tilton, for the purpose of establishing a home. At the time of drafting the Will, the Decedent states little about the home "leaving that for another time and paper" but that it should be self-sustainable and self-perpetuity. In addition, the Will provides in essence that the "Homestead Lot" may be used for this home if Arabella and Helen agree to same. A copy of said Will is attached hereto as Exhibit A.

Helen E. Tilton predeceases Decedent, who in turn amends his Will by Codicil dated May 12, 1900 (the "Codicil"). The Codicil provides, in pertinent part, that all the property that was to be devised to Helen revert to the Decedent's estate. In addition, the Decedent appoints successor executors to settle the Decedent's estate and states that the executors are to "appoint three trustees and a matron for the home proposed." A copy of said Codicil is attached hereto as Exhibit B.

The Trustees named in the Will as well as the Decedent's wife petition the Probate Court on the grounds that the construction of a home as desired under the Will was impractical because the funds held by the Trustees were insufficient. The Decedent's wife wished that a public library be constructed with the property held by the Trustees. The Court held that it was the Decedent's wish contained in the Will to serve a public charity and that a public library would be "a public benefit" within the general purpose of the Decedent and "would inure to the benefit of the people within said town" in such

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a way as to carry out as nearly as possible the charitable purpose and intent of the Decedent. The Court further ordered that if the Town of Deerfield must vote to accept the public library as a gift and that the Trustees allow the assets under its possession to accumulate to \$15,000.00, the Trustees may cause to be built and equip a public library building on the "Homestead Lot" of the Decedent with said library to be known as the "Tilton Library" and that the scheme would need to be revised in the event the Town did not accept the gift. Finally, once the library was built and equipped, the Trustees under the Will were to convey and transfer title to the library as well as all other real estate in the possession of said Trustees to a board of five trustees which shall consist of the three trustees under the Will and two trustees elected by the Town of Deerfield for the benefit of the Town of Deerfield and the funds held by the Trustees under the Will are to be used as an endowment for the public library. A copy of said Decree attached hereto as Exhibit C.

The Trustees named in the Will as well as the Decedent's wife petition the Probate Court to amend its original Decree to modify the number of Trustees to be elected by the Town from two to three as well as to allow for the investment of the funds held in the hands of the Trustees named in the Will be invested in securities. The Amended Decree modified the board of trustees such that the board would be known as "The Trustees of the Tilton Library". In addition, it provided that the Town would elect its three trustees at the next annual Town Meeting with the terms to be staggered in one, two and three years, with a trustee to be elected every year thereafter. Finally, that the real estate held by the Trustees under Will other than the real property on which the library was to be constructed could be sold to be used as part of the endowment provided the sale was approved by 2/3 vote of the Board of Trustees for the Library with the proceeds to be invested. The Amended Decree still required that the Town accept the public library as a gift. A copy of said Amended Decree attached hereto as Exhibit D.

The Amended Decree was further altered in 1936 to remove the requirement that three of the Library Trustees be the Trustees under the Will. In the alternative, three trustees would be considered "representatives" of the founder, with any vacancy be filled by the remaining "representatives" trustees. This 1936 Amended Decree also removed the appointment and qualification of the "representatives" trustees out of the jurisdiction of the Court. The Court also ordered that one member of the Board of Trustees for the Library be designated as Treasurer, which member is to have custody of the funds of the trust. A copy of said 1936 Amended Decree attached hereto as Exhibit E.

At the March 2, 1914 Annual Town Meeting, the Town of Deerfield voted to accept the gift of a public library, to be built by the Trustees under the Will, pursuant to the terms of the Amended Decree attached hereto as Exhibit D. In addition, the vote included that the Trustees under the Will pursue acceptance of the Amended Decree attached hereto as Exhibit D. See Article 47 of the Annual Town Meeting Vote. A copy of said Annual Town Meeting Vote dated March 2, 1914 attached hereto as Exhibit F.

Title is conveyed from Trustees under the Will to the Trustees of the Tilton Library pursuant to the terms of the Amended Decree attached hereto as Exhibit D by deed dated July 8, 1920 and recorded with the Franklin County Registry of Deeds at Book 650, Page 179. A copy of said Deed attached hereto as Exhibit G.

Attachments

Exhibit A



The last deed No 13 recorded 1889 Book R Page 31 in Carbon County Wyoming. (The first recorded in same place). W. E. Jilkin of Bennett Wyo has had the use of this property. My will is that he continue to have it so long as he pays his mother A. A. Jilkin (\$500) Eighty Five Dollars every six months on the first days of January and July = (17 years) \$ 170 00  
 If he does not do this promptly and satisfactorily then the property shall be rented or sold so that my wife gets the sum of \$300, and Sixty Percent from my estate commencing with this property.

Secondly

First I give my son W. E. Jilkin <sup>Dollars</sup> Cash (Eighty Eight) 88 00  
 a quit claim deed to his preemption claim secured to me in Doty Deeds No 1715 + 1716 = 2500 00  
 My deed shall be given to him in worded that he can use it during his natural life (or sell it with other property in Bennett provided the money for its sale is invested in Real Estate for the security of his heirs) In no case is its worth to be diverted from his children

Third I give to him indirectly the sum of \$ 300 00 and charge to his share as I propose to give him in this will by ordering my Executor to give Edlen Fred Jilkin a quit claim deed on his Homestead.

I paid cash for Doty 500. in 1879 since which time (no interest has been paid) (paid to fund 1900) The last interest paid on the property 2500 00 was paid Jan 1892, Paying semi annual interest on this to Jan 1st 1900 at 8 percent and charge it in then fifteen thousand Dollars 15000 00 as a gift of that much.

Fourth I further give my son W. E. Jilkin in Dools Horses Kit stock Hds by the brand T. L. The further sum of Eleven thousand Dollars 11000 00

making to him and to his heirs the sum of ~~56000 00~~ as to his mother's share \$ 56000 00.

So this last eleven thousand Dollars is attached this condition that he pay me while I live, or to my estate after I am gone the sum of thirty eight thousand dollars as principal due me after all of my bequests, and interest on this indebtedness to me which is now including all of the

H. J. J. J.

in Iowa Horses Not stock held  
by the Brand T. I. I. The further  
sum of Eleven hundred Dollars

1100.00

making to him and to his heirs the sum  
of the same as to his mother's side

\$ 5600.00

Is this last eleven hundred dollar is  
I cannot attached this condition that he pay  
the whole of him, on the my estate after  
am you the sum of thirty eight hundred  
dollar as principal due on after all of  
my bequest, and interest on his indebtedness  
to me which is now including all of the  
above Real + Personal property \$ 12400.00  
Interest and principal all to be paid as  
starting January 1st 1900.

Eighth

After Mrs A. S. Siltson (My Wife) decease  
I further give to W. E. Siltson (My Son  
the Angus Trile and the Court claim  
Provided first that he pay to his sister  
Ora half of its cost to me as shown in this  
instrument (the sum of seven hundred 1700.00  
dollars) and provided second  
that he has paid my other annual due  
from these fields, and provided third  
he has paid principal and interest  
as requested in the seven of this part:

Ninth

Provided W. E. Siltson excepts this  
instrument in good faith and  
pay out according to its provision

Tenth

Helena E. Siltson is instructed to give him  
the Title (her side) in the net stock  
held by the Brand of T. I. I. also as  
executor deeds as previously stated.

Eleventh

If he does not, then so much of  
the estate <sup>Bennett property</sup> commencing with the net stock  
shall be sold as will pay out  
to the estate <sup>my estate</sup> his indebtedness as shown in  
section seven, and to make good the  
value of all the property as it cost me.

Twelfth

The meaning of all this in  
regard to my son W. E. Siltson is to  
give him and his as much as and as  
I give my wife or my daughter <sup>and to</sup>  
give it in such a way as will help  
him keep the whole ranch in fact  
and also to give him no more than I give  
them <sup>and</sup> requiring from the time he first went  
to Bennett, requiring back of that would  
take quite a sum from him.

Thirteenth

To my daughter Helena E. Siltson I give  
the skin buildings and fixtures going with it  
the same as the home lot as is shown

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give them each \$1000  
I give my wife or my daughter <sup>each</sup>  
I give it in such a way as will help  
them keep the whole family intact  
and also to give him no more than I give  
them, beginning from the time he first went  
to Bennett, beginning back of that would  
take quite a sum from him.

Thirdly

I give my daughter Helen E. Dillon I give  
the Store Building and fixtures going with it  
and such a part of my home lot as is below  
described. See Deed of A Ware to you  
then go to the north west corner of the store  
building seven feet to the north of East  
find a stone then run a line 2 feet parallel  
to the main building to the highway or road  
to a stone set in line of fence.

First

Then go back to first point and run  
a line due west until it strikes the Miss  
Williams lot. Then call all there is of mine  
south of these lines the lot include what  
stands on Church lot I call all this \$3000.00

Second

I give her Helen E. The Store furniture

Stoves, Sewing Case, Dishes and use  
about the store also oil tank in  
cellar safe at home one lumber  
Wagon 2 second best Harness  
One second best carriage \$1000.00

Third

I give her the garden lot on Graves  
st see deed Mrs H. Reynolds Franklin  
Register Sept 2<sup>nd</sup> 1891 Book 320 Page 231

Fourth

With the buildings thereon, call 4000.00  
I give her the Whately road lot see Deed  
see Deed to W. Ellis April 22<sup>nd</sup> 1895 recorded  
Franklin Register Book 431 Page 71. Call 7500

Fifth

I give her the bedroom set and  
bedding in the room occupied by her,  
also Cottage Bible with family records,  
and Johnsons Encyclopedia + Her School Books. 450.00

Sixth

I have already given her the stock  
held in Wyoming by the Brand Int, J. W. E. Dillon  
can and will pay up (as proposed in the deed  
of this general donation) and she transfers her  
title to him then see H. E. Dillon shall  
keep from that money the sum of  
six hundred and eighty Dollars 880.00

If he does not then she is ordered to sell  
it keeping this amount herself and turn  
in the balance to the estate <sup>of my estate</sup> of W. E. Dillon  
as his rights and the estate may show  
These sums make the sum of Eight six hundred (\$8600.00)  
Dollars as given to her mother's Brother.

Seventh

At the death of her mother A. A. Dillon  
\$1700.00

Torn Page(s)

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can and will pay up (as per page 10  
 of this general devise) and she has  
 written to the main item see H. E. Dillon  
 item from that money the sum of  
 six hundred and eighty dollars 680.00  
 If he does not then she is ordered to sell  
 it keeping this amount herself and turn  
 in the balance to the estate of W. E. Dillon  
 as his rights and the estate may show  
 these sums make the sum of fifty six hundred (\$5600.00)  
 Dollars as given to her brother's brother.

Sixth At the decease of her mother W. E. Dillon  
 I give to Helen E. the further sum of seven hundred \$700.00  
 Dollars, this should come from W. E. if  
 he has the deed to the Cassidy or Hughes  
 place and the Court claim, is not that she has a  
 much out of the estate  
 I appoint my daughter Helen E. Dillon my executor  
 of this my last will. She may get the Judge  
 of Probate to appoint any assistant she may  
 choose. She H. E. Dillon can serve without  
 bond.

Fifth

I would give to the following  
 persons the following amounts  
 Mrs Persis Adams One Hundred Dollars 100.00  
 John Dillon son of Edward Dillon  
 in memory of our father. One Hundred Dollars 100.00  
 Henry Harding of Nebraska my nephew  
 Fifty Dollars 50.00  
 To the following persons Ten Dollars each  
 that they may purchase some article of luxury  
 or art as a memento -  
 W. A. Dillon + Wife <sup>10.00</sup> Burt Dillon Wife + Son <sup>10.00</sup> = 20.00  
 Rebecca Dillon <sup>10.00</sup> Mresson Dillon Coll <sup>10.00</sup> = 20.00  
 Laura Harding <sup>10.00</sup> Ruby Harding <sup>10.00</sup> Ada Harding <sup>10.00</sup> = 30.00  
 Hollis G. + Mary Shaver <sup>10.00</sup> Hattie Wathen <sup>10.00</sup> = 20.00  
 Mrs Lennie Ulay + Daughter Ruby Aunt Lucy Warner <sup>10.00</sup> = 20.00  
60.00

Sixth

I would give to my Grand Children  
 Walter M. Dillon <sup>100</sup> Roy Dillon <sup>100</sup> and to their  
 present mother Ellen Judd Dillon <sup>100</sup>  
 One Hundred Dollars each making 300.00

Seventh

Thinking of friends and relations, Henry  
 Warner of Williamstown comes in here my clothe will  
 fit him. Such as William + Helen do not care for  
 I would give to him with my Harry good will  
 these clothe and personal effects would call 40.00

Eighth

I give the place known as the Brewer place  
 on Kenney St see deed 1873 Book 205 Page 355 Brackets by  
 also so much of the Palmer place as would be  
 East of a line drawn parallel with the <sup>Highland</sup>  
 West line (10) Ten feet from the building and  
 running through the both roads a about 1/2 acre  
 this includes a building lot adjoining the Boston  
 Railroad the present Brewer place I call 1000.00  
 the extra land and building lot I call 200.00

Torn Page(s)

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has the title to the Cassey or Hayes  
 field and the Deed claim, is not this as has  
 much out of the rest  
 I appoint my daughter Helen E. Dillon my executor  
 of this my last will. She may get the probate  
 of Probate to appoint any assistant she may  
 choose. She H.E. Dillon can serve without  
 bond.

Fourth

I would give to the following  
 persons the following amounts

Mrs Persis Eames	One Hundred Dollars	100.00
John Dillon son of Esekiah Dillon	in memory of our father. One Hundred Dollars	100.00
Henry Harding of Rehoboth	My Repsons	50.00
Fifty Dollars		
To the following persons Ten Dollars each		
that they may purchase some article of luxury		
or art as a memento:		
W.A. Dillon + Wife	Burt Dillon Wife	10.00 = 20.00
Filena Dillon	Mrs. Dillon Coll	2.00
Laura Harding	Reby Harding	30.00
Hollis L. + Mary Shivers	Hattie Wathen	2.00
Mrs. Lemie Selig + Daughter Reby	Burt Selig Warner	20.00

Fifth

I would give to my Grand Children  
 Hattie M. Dillon, U. Roy Dillon and K. M. M. M.  
 present - M. M. E. L. J. Dillon.  
 One Hundred Dollars each making 300.00

Sixth

Thanking of friends and relations, Henry  
 Warner of Williamsburg comes in here my cloth will  
 fit him, such as William + Helen do not charge  
 I would give to him with my hearty good will  
 these clothes and personal effects, would call 40.00

Seventh

I give the place known as the Rinsen place  
 on Leaning St. see deed 1878. Book 205 Page 306. Another by  
 also as much of the Palmer place as would be  
 East of a line drawn parallel with the  
 West line (10) feet from the building and  
 running through the both roads. about 1/2 acre  
 This includes a building lot adjoining the B. O. R.  
 Railroad. The present Rinsen place I call 100.00  
 The extra land and building lot I call 20.00

2/5 of this I give to Mrs. A. B. of C. F. M. Mission  
 called the American Bazaar call \$480.  
 2/5 to the Congregational Home Missionary Society 540  
 4/5 to the Congregational Sunday School + Publishing Socy 230  
 Making as I estimate about \$1250.

Eighth

I give the remainder of the Palmer or Bony  
 Dillon Place see Deed 1866 Book 205 Page 260  
 a little over an acre including the  
 buildings. In the Congregational Church  
 Building Society to be used as follows  
 They to grant it in its case and  
 rented to the Cong. Church of this place  
 to be used as a Parsonage for them  
 or its rented towards the interest

Torn Page(s)

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To the Congregational Sunday School & Ladies' Society  
Making an estimate about \$1200  
Ninth

To give the remainder of the Palom on Bony-  
Dillon Place see Deed 1811, Book 254, Page 262  
a little over an acre including the  
buildings, to the Congregational Church  
Building Society to be used as follows

They to grant it in its care and  
rental to the Cong. Church of this place  
to be used as a Parsonage for them  
or its rental towards the interest  
of their present parsonage or to be  
sold and its value to be applied towards  
the last payment for their present  
Parsonage so that they give a  
bottom mortgage to the Church Building  
Society for a sum not less than 1000  
but which should be double that of 1200

The conditions of the Mortgage  
shall be such that so long as they keep  
the property up and support congregational  
evangelical preaching nine months in the  
year and raise and give to the Congregational  
Church Building Society a sum not less than  
Twenty five dollars a year, then they are  
to have its free use but failing in  
any of the above requirements the Church  
Building Society can call for the property  
back in what was put on it then  
the Cong Church Building Society can  
use said money as they are now using  
such funds, according to their rules & laws

### Tenth

To give to the American Missionary  
Association, incorporated in New York  
a note given to me by Jesse Cole & wife  
of Helen S. Mary Fildner for thirteen \$1300 or  
thousand dollars secured by note  
deed in Baker county Deo Book 15 Page 193-55  
(if not the note then the property)  
to do with it as they please,

My idea of giving this particular  
property in this way to Miss A. M. A. came  
from an article in their Missionary of  
1897 Page 36 where they stated a  
school on land given of Helen this to be  
a good location for a colored school  
This makes that I have disposed of \$ 2400 or  
according as it cost me are at my  
disposal, but now that it may not  
be subject to the principal ones  
mentioned (value in some cases  
having gone down) I would give  
to my wife Arabella A. Dillon the further  
sum of One Thousand Dollars (1000) to  
be set aside for her use while she  
lives and after her decease to be  
equally divided between W. B. Dillon  
and Helen C. Dillon provided they  
shall have no children and both

a good location for a Colored  
This makes that I have disposed of \$ 25,000.00  
according as it cost me and at my  
appraisal, but now that it may not  
be subject to the principal ones  
mentioned (values in some cases  
having gone down) I would give  
to my wife Arabella S. Dutton the further  
sum of One Thousand Dollars (\$1000) to  
be set aside for her use until she  
dies and after her decease to be  
equally divided between W. E. Dutton  
and Helen E. Dutton provided they  
shall have accepted and fulfilled  
all of the previous conditions of this  
my will. If in any way they have failed  
to do so the sum in this coming to  
them shall be applied to any shortage,  
either may have towards this estate.

Article 12  
After paying off the above mentioned  
legacies or securing them to the several  
parties mentioned I would give my  
daughter Helen E. Dutton all that  
remainder of my estate for the purpose  
of founding a Home, a Home

My ideas on the subject  
are crude at the present time  
I will say but little here of the kind  
of Home (leaving that for an other  
time and paper) further than that  
it should be incorporated with a,  
1 President, 2 Vice Presidents and  
5 Directors that H. E. Dutton shall  
be its first President that it shall  
be self sustaining and self perpetuating.

That if Miss Helen E. and her mother  
fall in with the plan they can put  
in the Homestead property for themselves  
either by gift or part gift, or not  
on their part as they think best.

I would that elderly deserving poor  
whom who have made a good struggle  
in life shall come in for a share  
that children of missionaries and  
of worthy poor struggling parents also  
have a showing. Personal relations  
and friends need not be excluded  
all to be under proper rules and  
regulations.

My Signature with date and witnesses  
will be found on the back of the first  
of these three sheets of paper.

PROBATE COURT  
COUNTY OF FRANKLIN  
STATE OF MASSACHUSETTS

Exhibit B

Be it Remembered that P. C. Tilton of  
County of Franklin  
in the Commonwealth of Massachusetts, being of sound mind and memory,  
but knowing the uncertainty of this life, do make this my last will and  
testament.

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

Codicil to my Will bearing date Aug 22<sup>nd</sup> 1899.

P. C. Tilton in obedience to the  
law of necessity caused by the death of my  
beloved daughter Helen E. Tilton do make  
the changes necessary in that instrument.

1<sup>st</sup> That my beloved wife Arabella W. Howe  
Tilton shall have a further gift of One  
Thousand dollars more from my estate, also  
use of One Thousand Dollars more than is  
given her by article 5 of the original Will.

2<sup>nd</sup> That my son William E. Tilton shall  
have a further release from me or my estate  
of Two Thousand Dollars, this on condition  
that his wife and children have the full  
rights of Homestead guaranteed to them  
after his decease.

3<sup>rd</sup> That all the property that was given  
to my daughter Helen E. Tilton, <sup>now deceased</sup> by that  
Will shall revert to my estate.

4<sup>th</sup> After the decease of myself and wife the  
above mentioned property situated in or near  
Bennett, Wyoming, and occupied by my son  
W. E. Tilton is to revert to the heirs of the said  
W. E. Tilton provided he has fully complied with  
the conditions heretofore mentioned, also that any  
trade made after the date of this Will, the amount  
allowed him in this trade or any other shall be  
deducted from the property at Bennett, Wyoming.

5<sup>th</sup> Where amounts are specified in this  
Codicil differing from those named in the  
main body of the Will both amounts are to  
be consolidated and to be used unitedly,  
that is, Arabella A. Tilton and W. E. Tilton  
are to have the added amounts in both the  
Will and Codicil with the understanding  
that W. E. Tilton is to pay 5 1/2 per cent. Annually

4<sup>th</sup> Will shall revert to my estate  
 After the decease of myself and wife the  
 above mentioned property situated in or near  
 Bennett, Wyoming, and occupied by my son  
 W. E. Tilton is to revert to the heirs of the said son  
 W. E. Tilton provided he has fully complied with  
 the conditions heretofore mentioned, also that any  
 trade made after the date of this Will, the amount  
 allowed him in this trade or any other shall be  
 deducted from the property at Bennett, Wyoming

5<sup>th</sup> Where amounts are specified in this  
 Codicil differing from those named in the  
 main body of the Will both amounts are to  
 be consolidated and to be used jointly,  
 that is, Arabella A. Tilton and W. E. Tilton  
 are to have the added amounts in both the  
 Will and Codicil with the understanding  
 that W. E. Tilton is to pay 5 1/2 per cent Annually  
 or 5 per cent interest semi-annually on his  
 indebtedness. <sup>This article is to be placed</sup>  
<sup>in article 11 in paragraph 11th of the</sup>  
 Eight Hundred Dollars may be deducted from the  
 share of Arabella A. Tilton and Two Hundred Dollars  
 from the share of W. E. Tilton.

6<sup>th</sup> I do hereby appoint Alonzo McRice and Depter  
 F. Hager of Deerfield and Eliza Howland of  
 Conway to settle my estate without giving bonds,  
 and they shall appoint three Trustees and a Matron  
 for the Home proposed. <sup>This is a change</sup>  
<sup>from the original Will</sup>

In testimony whereof I hereunto set my hand and in the presence of three  
 witnesses declare this to be my last will this 12<sup>th</sup>  
 day of Nov in the year one thousand 900 hundred and  
1900  
 W. E. Tilton

On this Twelfth day of Nov A. D. 1900  
W. E. Tilton of Deerfield Massachusetts,  
 signed the foregoing instrument in our presence, declaring it to be his last  
 will: and as witnesses thereof we three do now, at his request, in his  
 presence, and in the presence of each other, hereunto subscribe our names.

① Edwin E. Howe  
 ① Charles C. Eraser  
 ① Benjamin L. Howes

RECORDED  
 1900 NOV 15

MEMORANDUM.  
 In Massachusetts a will does not require any seal. No person who is to receive anything under a will, and no husband or wife of any  
 such person, should be a witness to such will. But a person is not rendered incompetent as a witness to a will by the fact that he is named  
 therein as executor. If the testator is too feeble to sign the will, his signature may be written for him by some other person "in his pre-  
 sence and by his express direction."

Exhibit C

~~1901~~

1901?

C O M M O N W E A L T H    O F    M A S S A C H U S E T T S .

-----:-----  
FRANKLIN SS.                      SUPREME JUDICIAL COURT.                      IN EQUITY.

-----:-----  
OTIS HAGER, ARTHUR G. CLAPP, ALONZO M. RICE, Trustees  
under the will of CHAUNCEY B. TILTON AND ARABELLA A. TILTON.

V.

THE ATTORNEY-GENERAL AND WILLIAM E. TILTON, of Saratoga,  
in the State of Wyoming.

-----  
D E C R E E.

This case came on to be heard at this sitting and was argued by counsel; and it appearing that Arabella A. Tilton, widow of the said Chauncey B. Tilton, has joined in said petition and it further appearing that William E. Tilton, son of said Chauncey B. Tilton and the only heir at law of his estate, has by a decree in the District Court of the County of Carbon and State of Wyoming in the matter of the Estate of said Chauncey B. Tilton, and in settlement of all claims upon the Estate of said Chauncey B. Tilton, entered into an agreement in the form of a decree in said District Court, whereby the said William E. Tilton agreed that the decree entered in said District Court should operate as a waiver and renunciation of any and all rights he had or might have to bring an action seeking a construction of the will of said Chauncey B. Tilton, or to be a party thereto; and further agreed that he would not claim any other or further benefit in or to the Estate of said Chauncey B. Tilton whether the said home clause in said will, or any other item or portion of said will, be declared invalid or not in any proceeding that might be subsequently instituted, and agreed that he would not be a party to any such proceedings.

OR TO INTERFERE IN ANY WAY WITH THE SAID EXECUTORS IN THEIR FURTHER administration of said estate and that he relinquished any and all other right he might have in or to said estate, as heir at law or otherwise, either in the State of Wyoming or the Commonwealth of Massachusetts.

And it further appearing that the construction of a public library in the village of South Deerfield, a village with a population of eleven hundred people, is universally desired, and it further appearing that it is the wish of the said Arabella A. Tilton that a public library shall be constructed with the property in the hands of the said trustees; and it further appearing that the will of said Chauncey B. Tilton provided as follows:- "That if Miss Helen and her mother fall in with the plan for a home, it shall be constructed"; and stated, "My ideas on the subject are crude at the present time"; it further appearing that Helen E. Tilton died before said Chauncey B. Tilton and that said Arabella A. Tilton has joined in this petition, and it further appearing that it is impracticable to carry out the literal terms of said will of said Chauncey B. Tilton, because the amount in the hands of the trustees is insufficient for that purpose; and it appearing further that the intent and purpose of the said Chauncey B. Tilton as expressed in said will was one of public charity and in the bequest therein he contemplated a benefit to the people of said town; and it appearing that the construction of a public library as herein provided for, will be a public benefit to said town and will be within the general purpose of the testator and will inure to the benefit of the people within said town in such a way as to carry out as nearly as possible the charitable purpose and intent of the testator; and the Attorney General having appeared and filed an answer in the case in which he approves of the scheme set out in the petition and recommends its adoption

Upon consideration thereof, it is ORDERED, ADJUDGED AND DECREED that the scheme herein set forth be approved, confirmed

and established as being an application cy pres of the real and personal property and the income of the same, now in the hands of said trustees under said will, as follows, viz:-

That if the town of Deerfield is willing to accept said gift of a public library and votes to keep said public library building and contents thereof insured and said building in repair, and votes to raise and appropriate each year, after the completion of said building, the sum of seven hundred dollars for maintenance:-

That the personal property in the hands of said trustees be allowed to accumulate until such time as it, with other moneys that may be given for the purpose hereinafter stated, amounts to fifteen thousand dollars; that with said sum of fifteen thousand dollars, the said trustees, provided the town of Deerfield shall by vote accept the gift of a public library as aforesaid, shall cause to be built and equipped a public library<sup>building</sup> on the homestead lot of the said Chauncey B. Tilton, to be known as the "Tilton Library"; that the homestead lot, being a part of the real estate in the hands of said trustees to be set apart for the use of said library, with the assent and release of all interest of said Arabella A. Tilton. Said public library when so built and equipped, and the other funds in said trustees' hands and all other real estate in the possession of said trustees, shall be conveyed and transferred to a board of five trustees which shall consist of the three trustees under said will and two trustees to be elected by said town of Deerfield for the benefit of the town of Deerfield.

Said funds to be turned over to said trustees to be used as an endowment for said public library. In the event that said town of Deerfield shall not vote to accept the gift of a public library as aforesaid and do all acts herein provided, that the funds in the hands of said Trustees remain as at present and stand for further consideration by the Court.

Marcus P. Knowlton C.J. S. J. C.

A true copy.

Attest:

*Clifton D. Field*

Clerk.



Exhibit D

2.  
HAGER,  
VS.  
TOWN OF DEERFIELD

COMMONWEALTH OF MASSACHUSETTS.

FRANKLIN SS. SUPREME JUDICIAL COURT. IN EQUITY.

OTIS HAGER, ALONZO M. RICE, ARTHUR G. CLAPP, Trustees  
under the will of CHAUNCEY B. TILTON AND ARABELLA A. TILTON,

v.

THE ATTORNEY-GENERAL AND WILLIAM E. TILTON, of Saratoga,  
in the State of Wyoming.

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ALTERED DECREE.

This case came on to be heard at this sitting, upon petition for the alteration of a decree heretofore made. The case was argued by counsel, and it appearing that the scheme embodied in the decree heretofore made provided for the acceptance of the same by the Town of Deerfield, that it is the desire of the representatives of the Town of Deerfield that there be three trustees elected by the Town instead of two as provided for in said former decree, and that the funds in the hands of the trustees under said decree be invested in securities prescribed for investments by savings banks.

Upon consideration thereof, it is ORDERED, ADJUDGED AND DECREED that the scheme herein set forth be approved, confirmed and established as being an application cy pres of the real and personal property and the income of the same, now in the hands of said trustees under said will, as follows, viz:-

That if the Town of Deerfield is willing to accept said gift of a public library and votes to keep said public library building and contents thereof insured and said building in repair, and votes to raise and appropriate each year, after the completion of said building, the sum of seven hundred dollars for maintenance:-

That the personal property in the hands of trustees be allowed to accumulate until such time as it, with other moneys that may be given for the purpose hereinafter stated, amounts to fifteen thousand dollars; that with said sum of fifteen thousand dollars, the said trustees, provided the Town of Deerfield shall by vote accept the gift of a public library as aforesaid, shall cause to be built and equipped a public library building on the homestead lot of the said Chauncey B. Tilton, to be known as the "Tilton Library"; that the homestead lot, being a part of the real estate in the hands of said Trustees be set apart for the use of said library, with the assent and release of all interest of said Arabella A. Tilton. Said public library when so built and equipped, and the other funds in said trustees' hands, and all other real estate in the possession of said trustees, shall be conveyed and transferred to a board of six trustees, which shall be known as "The Trustees of the Tilton Library", and shall consist of the three trustees under said will and three trustees to be elected by said Town of Deerfield, for the benefit of the Town of Deerfield. At the next annual meeting of said town, after the completion and equipment of said library, the said town shall elect by ballot, three trustees, one for one year, one for two years and one for three years, and thereafter, shall annually elect one for three years. Said funds shall be turned over to said trustees, together with such other funds as may be given for the purpose, to be used as an endowment for said public library.

→ The real estate constituting a part of said endowment, may be sold by vote of not less than two-thirds of said board of trustees, and the proceeds invested. All funds shall be invested in securities prescribed for investment by savings banks, by clauses second, third, fourth and fifth of Section 26 of Chapter 113 Revised Laws of Massachusetts, and any addition to or amendment of said clauses.

In the event that said Town of Deerfield shall not vote to accept the gift of a public library as aforesaid and do all acts herein provided, that the funds in the hands of the said trustees remain as at present and stand for further consideration by the Court.

February 6, 1915.

By the Court,

Clifton L. Field, Clerk.

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The within decree may be entered upon the filing by the Attorney General of a waiver of his right to be heard on behalf of the Commonwealth.

Jan. 20, 1915.

John C. Crosby

J. S. J. C.

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Filed Feb. 6, 1915.

Clifton L. Field, Clerk.

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A true copy.

Attest:

*Clifton L. Field*  
Clerk.

Exhibit E

1936

COMMONWEALTH OF MASSACHUSETTS

Supreme Judicial Court

FRANKLIN, SS:

In Equity  
No.

OTIS HAGER AND OTHERS, TRUSTEES

v.

THE ATTORNEY GENERAL

DECREE  
ON SUPPLEMENTAL BILL OF COMPLAINT  
OF EDWARD A. RICE AND ELLEN S. BILLINGS  
TRUSTEES

This case came on to be heard on the Supplemental Bill of Complaint, and was argued by counsel; and thereupon, upon consideration thereof, it is hereby

ORDERED, ADJUDGED AND DECREED:

that the "altered decree" dated January 20, 1915 and entered February 6, 1915, be and it hereby is amended so as to provide:

(a) That henceforth, commencing February 21st, 1936, the Board of Trustees of the Tilton Library shall consist of six members, three of whom shall be elected by the Town of Deerfield as provided in said "altered decree"; that the other three members of said board be known as "representative" trustees (or some similar title to be adopted by them to designate them as representatives of the Founder, Chauncey B. Tilton) and any vacancy among them caused by death or resignation shall be promptly filled by the surviving or remaining representative trustees. Representative trustees shall not hereafter be required to be appointed and qualified as trustees under the will of Chauncey B. Tilton, nor shall they be accountable to or subject to the jurisdiction of the Probate Court in any way.

(b) The Board of Trustees of the Tilton Library shall designate one of their number as Treasurer, who shall have custody of the funds of the trust, and shall give bond in such amount and with such surety or sureties as the said Board of Trustees of the Tilton Library may require.

By the Court, sitting at Boston  
(Crosby, J.)

Entered: February 21, 1936.

Charles S. O'Connor

Clerk

Filed February 21, 1936

Hugh E. Adams, Clerk

A true copy

- Attest:



Clerk

Exhibit F

# Town Meeting March 2 1914

- 439 Voted to raise \$69 for three electric lights on Sugar Loaf hill.
- 40 Voted to raise 200. to be expended on Elm Street in accordance with State Highway Commission's plans for fixing gutters + draining said Street.
- 41 Voted to raise \$23 for electric light between Prayer Street + Sugar Loaf mountain road.
- 42 Voted to raise <sup>\$10</sup> 500. for culvert on canal near Stillwater bridge
- 43 Voted to raise \$325 for oiling Main Street in Old Deerfield + that the town officials have the work done as soon as possible.
- 44 Voted to raise \$250 for purchase of tile + c. to defray its share of one half the expense in accordance with State Highway Commission plan for fixing gutters + draining Conway Street.
- 45 Voted to raise 300. for continuing graveling the road in South Mill River going west from where gravel work ended two years ago.
- 46 Voted to accept of the road located by the selectmen opposite land of Henry Williams and John Worchol.
- 47 Voted that the town of Deerfield do accept the gift of a public library to built by the trustees of the will of Chauncey B. Tilton as provided in the amended decree as proposed and the trustees of the Tilton will are requested to proceed to obtain said amended decree as proposed.
- 48 Voted to raise \$232.12 to pay balance due on new school house account.
- 49 Voted to raise \$225. to purchase a new road scraper.
- 12 Voted to instruct P.D. Bridges to go to Boston + collect Hathaway + Conway 3 + R.R. taxes
- The polls were closed at 4 o'clock P.M. The ballot box register showed 299. The check lists of the inspectors + the checkers showed 299 names checked.
- The ballots were duly counted + with the check lists + unused ballots sealed in paper bags. The announcement of the result of the balloting was made.
- P.D. Bridges + N.Y. Eddy were chosen constables.

Exhibit G

hold and enjoy the granted premises and receive the rents and profits thereof.  
 In witness whereof We the said Birney T. Chaffee & Ellen E. Chaffee hereunto set our hands and seals this 14th day of August in the year one thousand nine hundred and twenty.  
 Signed and sealed in the presence of ) Birney T. Chaffee & seal.  
 ) Ellen E. Chaffee & seal.

STATE OF VERMONT ) At Iraesburg this 15th day of August A.D. 1920  
 Orleans County, ss: ) Ellen E. Chaffee personally appeared and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before Me, F. M. Sears Notary Public Notarial seal  
 Commonwealth of Massachusetts

Franklin, ss August 16th, 1920 Then personally appeared the above-named Birney T. Chaffee and acknowledged the foregoing instrument to be his free act and deed, before me-- W<sup>m</sup> A. Davenport Notary Public Notarial seal.

Franklin, ss. Received August 21, 1920. Recorded and compared.

Attest: Elizabeth M. O'Keefe, Assistant Register.

"Know all men by these presents that whereas under the will of Chauncey B. Tilton, late of Deerfield in the County of Franklin and Commonwealth of Massachusetts, certain property, both real and personal, was devised and bequeathed for the purpose of founding a charitable home; and

Whereas under the codicil to said will, title to the real estate so devised has vested in the Trustees appointed by the Probate Court of said County of Franklin under the provisions of said will and codicil; and

Whereas by a decree of the Supreme Judicial Court, dated February 6, 1915, said Trustees were ordered to transfer and convey to a Board of six Trustees, to be known as "The Trustees of the Tilton Library", consisting of the three Trustees appointed under said will and three to be elected by the Inhabitants of the Town of Deerfield, all said trust estate, both real and personal, when the total value of same should amount of Fifteen Thousand Dollars; and

Whereas said personal property has accumulated until the total amount of said estate now exceeds Fifteen Thousand Dollars and three Trustees have been elected by the Inhabitants of the Town of Deerfield, according to the provisions of the decree of the Supreme Judicial Court,

Now, therefore, we, Otis Hager and Alonzo M. Rice, both of said Deerfield, being surviving Trustees under the will of said Chauncey B. Tilton, for and in consideration of the premises and One Dollar paid by Otis Hager, Alonzo M. Rice, Edward A. Rice, Ellen M. Billings and Flora Mentor, all of said Deerfield, being the "Trustees of the Tilton Library", do hereby give, grant, bargain, sell and convey unto the Otis Hager, Alonzo M. Rice, Edward A. Rice, Ellen M. Billings and Flora Mentor, Trustees as aforesaid, and their successors and assigns, two certain tracts of land situate in said Deerfield, bounded and described as follows, viz:

1. Bounded on the north by land now or formerly of the heirs of Whitney Boyden; on the west by land now or formerly of the heirs of Amelia Williams; on the south by land now or formerly of Artemus Williams and land of the Congregational Society; and on the east by land of said Society and the road leading from Greenfield to Hatfield. Being the same premises conveyed to Benjamin and Chauncey B. Tilton by Austin Ware by deed dated June 15, 1866, and recorded with Franklin County Deeds, Book 262, Page 210, and by deed from Chauncey B. Tilton, Executor under the will of Benjamin Tilton, dated April 28, 1877, and recorded with Franklin County Deeds, Book 205, Page 411.

2. Situate on Graves Street, so-called. Bounded on the north by land now or formerly of J. Riley Maynard; on the east by a brook running from the north to the south; on the west by Lot No. 14; and on the south by the highway leading to Sugar Loaf Street. Containing 1/4 of an acre, more or less. Being the same premises conveyed to Chauncey B. Tilton by deed of Maria H. Reynolds, dated September 12, 1891, and recorded with Franklin County Deeds, Book 420, Page 231.

To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging to the said Otis Hager, Alonzo M. Rice, Edward A. Rice, Ellen M. Billings and Flora Mentor, Trustees as aforesaid, and their successors and assigns, in trust for the purposes set forth in said decree of the Supreme Judicial Court.

In witness whereof we, the said Otis Hager and Alonzo M. Rice, surviving Trustees under the will of Chauncey B. Tilton, hereunto set our hands and seals this eighth day of July in the year One Thousand Nine hundred and Twenty

Otis Hager & seal.  
 Alonzo M. Rice & seal.

Commonwealth of Massachusetts.

Franklin ss. August 24th 1920.

Then personally appeared the above named Otis Hager and Alonzo M. Rice, Surviving Trustees under the will of Chauncey B. Tilton, and acknowledged the foregoing instrument to be their free act and deed, before me,

Walter F. Gorey Justice of the Peace.

Commission expires May 26, 1927

Franklin, ss. Received August 25, 1920. Recorded and compared. (4 words interlined.)

Attest: Elizabeth M. O'Keefe, Assistant Register.

Brattleboro Vt. Sept 2nd 1920

"I hereby discharge the within Mortgage, having received payment for the Note mentioned in the condition thereof

Witness:  
 John C. DeWitt

C. A. Harris  
 Treasurer Brattleboro Savings Bank  
 & Corporate seal.

Northfield  
 Discharge.  
 Brattleboro  
 Savings Bank  
 to Albert G.  
 Moody Tr. Mtg.  
 B. 597 P. 38.