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Coles Estate 1918-1939

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0854

WEST
CHINA

July 4/918

Dear Dr. Beech -

President of the West China Union
University, Ceylan China -

Dear Mrs. President -

I am holding in
trust for the benefit of the University, especially
the J. C. Ackerman Memorial, ten thousand
dollars in Railroad Bonds of their said
face value - The market value is much less now
than what I paid for them, which, I think, was
at or near par - The interest, however, I believe will
always be paid promptly, & the Principal when it
becomes due - I give the Securities in memory of my
grandmother, Mrs. Maria J. Ackerman, wife of my
grandfather Mr. Jonathan C. Ackerman. The
interest alone is to be used for the Care & betterment
of the Ackerman Memorial & the Principal is to be
always kept invested - I would like you to have possession
of the Bonds at your earliest convenience, and I have a receipt
for them -

Yours very truly
Ackerman Cole -

0855

J. ACKERMAN COLES, M. D.

17 WEST 39TH STREET

WEST
CHINA

NEW YORK

Aug 4 1918

To the
Senate, Board of Governors and the Rev.
Joseph Bach, D.D. President of the West China
Union University, Chengtu, China.

Gentlemen -

I am holding as a gift from
me ten bonds of the face value of \$10,000.00,
as expressed on the enclosed card, one of which
is attached to each bond - They are ready
for delivery at your convenience -

Yours sincerely,
J. Ackerman Coles

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T. S. DONOHUGH	
(DATE)	
RECEIVED	8/5/18
BY	8/5/18
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DATE	DATE

0856

J. ACKERMAN COLES, M. D.

17 WEST 39TH STREET



TRANSFER

NEW YORK, *Aug 8* 191*8*

To
The Trustees of the West China Union University -
Rev. Joseph Beech D.D. President -

I am holding for delivery to you, as
a gift from me, ten bonds of the face
value of one thousand dollars each. In each
bond is attached a card like the enclosed -

I am,
Yours very sincerely,
J. Ackerman Coles.

RECEIVED BY	
SECY. JONES ()	
8 -	(DATE) 1918 -
TO	REFERRED DATE
BY	ANSWERED DATE
BA	18-26-18
BY	PASSED TO FILE DATE
BY	FILED DATE

0857

FOUNDED BY
THE AMERICAN BAPTIST FOREIGN MISSION SOCIETY.
THE FRIENDS FOREIGN MISSION ASSOCIATION,
GREAT BRITAIN & IRELAND.
THE GENERAL BOARD OF MISSIONS OF THE
METHODIST CHURCH, CANADA.
THE BOARD OF FOREIGN MISSIONS OF THE
METHODIST EPISCOPAL CHURCH, U.S.A.

BOARD OF GOVERNORS
OF
WEST CHINA UNION UNIVERSITY
CHENG TU, WEST CHINA



OFFICE OF
GEORGE VAUX, JR.
TREASURER

TRANSFER

GEORGE VAUX, JR.,
POCONO MANOR,
PENNSYLVANIA.
BRYN MAWR, PENNA., U. S. A.

8 Mo. 10 1918

Dr. J. A. Cushman to his.
New York City.

Dear Dr. Cushman.

Mr. George Keturba acting for Dr. Mott has just formally
to me your letter of August 4, 1918 addressed to the
Board of Governors of the West China Union University informing us of
your generous donation of \$10000 face value of bonds to the
University in memory of your grandmother Mrs. The Church. We
remain in perpetuity the income will be applied for the insurance
care & betterment of the Foreman Cooks Achenbach Students
Home & Chapel given by you.

This most substantial evidence of your continued
interest is most highly appreciated by the Board of
Governors, & your gift is ~~very~~ gratefully accepted by
me on their behalf.

The next meeting of the Board is at Philadelphia on Sept.
25th. Upon that occasion I shall lay your letter before the
Board for its formal action. In the mean time do you
desire to deliver the bonds to me taking my receipt therefor,
or is it your wish to await the official acceptance above
referred to? Should you desire the former course, I can
come to New York to get the securities at your convenience,
or you can send them to me by express addressed to my
office, 1606 Morris St., Philadelphia, Pa.

Again thanking you, I am

Faithfully yours

George Vaux, Jr.

0858

J. ACKERMAN COLES, M. D.

17 WEST 39TH STREET

WEST
CHINA

TRANSFER

Aug 12 1918

To the
Board of Governors
West China Union University

NEW YORK

George Vaux, Jr. Treasurer -
Dear Mr. Vaux -

I have received
your letter this morning, and I am willing to
deliver to you, when convenient for you to
call here at my City residence, 17 West 39 St, the
funds, taking from you a receipt for same.
With friendly regards,

Yours very truly,
J. Ackerman Coles

0859

COPY

WEST
CHINA

August
Twenty-seventh
1918

TRANSFER

Dr. J. Ackerman Coles,
17 West 39th St.,
New York City.

My dear Dr. Coles:-

In the absence of Dr. North I wish to acknowledge receipt of your favor of August 8th stating that you are holding for delivery to the Trustees of the West China Union University a gift from your good self of ten bonds of the face value of \$1,000 each and enclosing a card indicating the purpose to which you desire the gift made, copy of which you have attached to each one of the bonds. I have already written to Mr. George Vaux, Jr., of Bryn Mawr, who is the treasurer of the Board of Governors, sending him your very generous offer and he doubtless has already communicated with you in the matter or will do so shortly.

I know I only express what Dr. North would be most happy to do were he here, in thanking you most heartily for this gift.

Very cordially yours,

GHJ
EAB

0860

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J. ACKERMAN COLES, M. D.

17 WEST 39TH STREET

WEST
CHINA

TRANSFER

NEW YORK

May 22 1919

To Mr George Vaux, Jr.
Bryn Mawr - Penn. -

Dear Mr. Vaux - Bonds of the face value of
ten thousand dollars given by me to the University last
September were for the up-keep and betterment of
the Jonathan Leach Ackerman Students House.
The dwelling is located on the Methodist Episcopal
section of the University and is owned and controlled
by them for University purposes. I did not make clear
this fact when passing the gift on to you, and
that it required you to turn over the annual
income to the owners of the building - which in this
case would be the Methodist Episcopal Board
of Foreign Missions, or the Methodist Episcopal
College section of the University.

The President of the University is conversant
with the terms of the original gift for the Jonathan

0861



J. ACKERMAN COLES, M. D.

17 WEST 39TH STREET

1-22-19

NEW YORK.....191

Combs Memorial, and can make the matter
clear if this statement does not do so.

I am, dear Mr. Vaux,

Yours, very sincerely,

J. Ackerman Coles.

2854479

0862



TRANSFER

copy

New York

Received from J. Attenman (Colo, Mo. L.H.T. Bonds of the face value of ten thousand dollars \$10,000⁰⁰ for the benefit of the West China Union Community - Chengtu, China. - as follows:-

The Colorado Industrial Company, five per cent

Thirty year gold bond, Principal due 1934 Interest payable, February and August, No 17381. Coupon

No 29 and subsequent Coupons attached.

73 5/8 - 75 \$1000⁰⁰

Pacific Railroad of Missouri First Mtg 4 per cent extended

and 50 yrs, Interest payable Feb and Aug - Coupon 61 and

subsequent Coupons attached.

79-83 \$1000⁰⁰

The Columbus andocking Valley Railroad Company -

First Mortgage Gold Bonds extended at four per cent -

by the Docking Valley Railway Company - Interest

71 7/8 \$8000⁰⁰

Payable April 1 & Oct 1 - Principal due 1948 -

Nos 159-633-142-236-554-233-806-1042

- Coupons Nos 29 (Payable Oct 1 1918) all subsequent

Coupons attached.

Face Value - Market Value below par but I believe absolutely good -

\$10,000⁰⁰

New York

of 29, 1918

Erwin Vance Jr

Treasurer West China Union Community

0863

Bonds \$10000 =
Five Years
Wei Chui Wui-Huamang
Chungke, China.

0864

CORRESPONDING SECRETARY
FRANK MASON NORTH

Board of Foreign Missions
Of the METHODIST EPISCOPAL CHURCH

150 Fifth Avenue
NEW YORK CITY

CABLE ADDRESS, MISSIONS PHONE, CHELSEA 2130

WEST
CHINA
PRESIDENT
BISHOP LUTHER B. WILSON
TREASURER
GEORGE M. FOWLES

TRANSFER

July 19, 1921

Mr. George Vaux, Jr.,
Bryn Mawr
Pennsylvania

My dear Mr. Vaux:

I enclose herewith the letter from Dr. Beech handed to me at the last meeting of the Board of Governors. I have also your letter stating that in your judgment, under the terms of the Trust Deed, the funds of the Ackerman Memorial must be held by the Treasurer of the Board of Governors of the University. It is entirely within our plans of financial administration to accept a trust of this kind and to handle it. This we will gladly do, turning in to the University the proceeds of the fund annually and, if desired, sending you duplicate memorandum for your books covering the remittances. If they are sent direct to you, then you would have the record of them.

As I understand it, your decision would call for the turning over of the income on the fund to our Board to be passed on by our Treasurer to the field as a designated amount for the purposes named. I would think this a safer and more business-like process than to send the amount direct to the University Treasurer on the field for his use. If you approve this and will send the amount to George M. Fowles, Treasurer, with proper designation, I will have the matter handled here and the remittance to the field made covering the designated amount. This is on the assumption that the Trust Deed, as you state, does not warrant the transfer of the property to this Board. Kindly advise me if this clears the matter.

Yours cordially,

Full. Beech

FMN
ETC

(enclosure)

0865

WEST
CHINA

TRANSFER

Toronto, Ontario,

May 1st, 1924.

Dear Dr. Coles:

I have not yet had the pleasure of meeting you personally, but I am sure you will not misunderstand me in expressing, as Chairman of the Board of Governors of the West China Union University, sincere appreciation of your practical interest in the work we are doing, as evidenced by your generous support in relation to the clock tower covered by the plans presented by Dr. Ward and Mr. George Vaux, Jr.

It appears to me, and I think commonly to the members of the Board, that in even a more peculiar sense than is ordinarily felt, we are Trustees for a much larger situation than is usually involved in such relations. One is almost staggered in contemplating what the West China Union University means to the hundred million people who have no other advanced school for training. Therefore, there is added significance in action such as yours, and the share which you take in the work which is being done.

With sincere regard,

Yours faithfully,

Dr. J. Ackerman Coles,
Scotch Plains, N.J.
U.S.A.

COPY

0866

WEST
CHINA

J. ACKERMAN COLES, M.D., L.L.D.

SCOTCH PLAINS

N. J.

Apr. 6, 1926 = 1000. Rec.

Jan 8/25

TRANSFER

My dear Mr Vaux, Jr. Jr

Enclosed please find
my check for three thousand dollars,
asked for by Dr. Paul for the
Check Iron at Chungking

I have paid for the Check and a Bill
and premium they are to Chungking,
China.

Wishing you many a happy New Year,
I am, Yours sincerely, J. Ackerman Coles.

0867

NEWARK, N.J.

March 16th, 1926.

Est. J. Ackerman Coles IN ACCOUNT WITH
(N.Y. Real Estate Account)

WEST
CHINA

FIDELITY UNION TRUST COMPANY Trustee u/6th Paragraph

1925					
Dec.	29	January rent 15 West 39th St., N.Y.C.		\$	1,666.67
1926					
Jan.	29	February " " " "			1,666.67
Feb.	27	March " " " "			1,666.67

Fidelity Union Trust Co., Commission Reserved \$ 250.

Balance of Income:-

Ernest R. Ackerman, 1 share	153.23
Marion S. Ackerman, Sr., "	153.23
Marion S. Ackerman, Jr., "	153.23
Warren Ackerman, "	153.23
James Harvey Ackerman, "	153.23
Caroline E.A. Lindsley, "	153.23
Maria Ackerman Rushmore, "	153.23
Lydia A. Murphy, "	153.23
William M. Crane, "	153.23
Richard Crane, " (Minor, share reserved)	153.23
Howard Crane, " (" " ")	153.23
Jeanie Chambers, "	153.23
American Baptist Foreign Mission Society, 7 shares	1,072.54
Woman's American Foreign Mission Society, 1 share	153.23
West China Union University, 1 share	153.23
Hope College, 1 share	153.23
Thessalonica Agricultural & Industrial Institute,	
1 share	153.23
President & Trustees, Scotch Plains Baptist Church,	
2 shares	306.44
Memorial Home for Orphans, 1 share	153.23
Home for the friendless, "	153.23
Westfield Home for Crippled children, 1 share	153.23
Childrens Aid Society for Prevention of Cruelty	
to Children, 1 share	153.22
Womans Union Missionary Society of America, 1 share	153.22
Canton Christian College, 1 share	153.22

TOTAL- - - - - \$5000.01 \$ 5000.01

(GVC)

0868

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

In re: Estate **Newark, N.J.**
J. A. Coles

March 18, 1926.

IN REPLYING
REFER TO

Trust Dept.

TRANSFER

Mr W. O. Gantz, Treasurer,
West China Union University,
c/o Board of Foreign Missions of M.E. Church
150 Fifth Avenue, New York City

Dear Sir:

We are enclosing herewith check for the West China Union University for \$153.23 being for one share of the income bequeathed under the Sixth Paragraph of the Will of the late Dr. J. Ackerman Coles, deceased, together with a statement of the distribution directed to be made in said Will. Upon reference to the Will of Dr. Coles you will note that said income is given for the upkeep and extension of its buildings at Chengtu, China.

You will note that this covers the net rents received in accordance with the terms of the lease on the New York City real estate. A similar check will be sent to you in the future on quarterly dates, that is on June 17th, September 17th, December 17th and March 17th of each year.

Very truly yours,

H. R. Jacobus

H. R. Jacobus,
ASS'T. TRUST OFFICER.

HRJ/CEY
Encl.

RECEIVED BY	
LEGAL DEPT.	
3/19/26 R	
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DATE	
WEST CHINA	

0869

W. E. A. / 2/19/26

That Portion of the Will of J. Ackerman Coles affecting the
WEST CHINA UNION UNIVERSITY.

SIXTH: I give and devise all my real estate situate in ~~the~~ the city of New York and State of New York to my executors, in trust, nevertheless to hold the said real estate or its proceeds during the lifetimes of my first cousins, Lydia A. Murphy and Marion S. Ackerman, Sr.; to sell the same under the option contained in the lease made between me and Novem Realty Corp., or, if said option shall not be availed of, then generally to sell the said real property at such times, for such price and upon such terms as my said trustees shall determine; to invest the proceeds from the sale of the said real property, making reinvestments as occasion may require; to collect and receive the rents, issues, profits and income thereof and to distribute the net total income of the said trust estate among the same beneficiaries, in the same shares, manner and estates as the net income of the residuum of my estate, after the payment of annuities, is, by the terms of this will, to be distributed, and upon the death of the survivor of the said Lydia A. Murphy and Marion S. Ackerman, Sr., to divide the corpus of my said trust estate among the same beneficiaries and in the same shares, manner and estates as, by the terms of this will, the corpus of the residuum of my estate is to be divided.

SEVENTH: All the rest, residue and remainder of my estate, both real and personal, I give, devise and bequeath to

0870

my executor, in trust, nevertheless, to hold the same during the following twelve lives (hereinafter spoken of as the "twelve lives"), to wit: Ernest R. Ackerman, Marion S. Ackerman, Sr., Maria Ackerman Rushmore, Lydia A. Murphy, Caroline E. Lindsley, William M. Crane, Marion S. Ackerman, Jr., Warren Ackerman, James Harvey Ackerman, Richard Crane, sons of William M. Crane, Howard Crane, son of William M. Crane, and Jeanie Chambers, niece of William M. Crane, and the survivors of them and until the death of the last of said lives; to manage the same with power to grant such leaseholds as it may deem wise; to invest and reinvest the same as occasion may require; and in its discretion, but at private sale only, to convert into personalty any real estate of which I may die seized; to collect and receive the rents, issues, profits and income thereof; and out of the net total income of said trust estate to pay the following net annuities to each of the persons hereinafter designated as long as such persons shall live, said annuities to be paid in quarterly payments, to wit: to the Reverend Dr. J. Madison Hare, formerly of Scotch Plains, New Jersey, an annuity of Two Hundred Dollars; to Edith Whitenack, daughter of Thomas S. Whitenack, of Scotch Plains, New Jersey, an annuity of Four Hundred Dollars, and to her father, Thomas S. Whitenack, an annuity of Two Hundred Dollars; to Charles A. Bayles, now of 15 Chambers Street, Princeton, New Jersey, an annuity of Two Hundred Dollars; to his wife, E. May Bayles, an annuity of Four Hundred Dollars; to Dora M. Bayles, the daughter of Mr. and Mrs. Charles A. Bayles, an annuity of Four Hundred Dollars; to Mrs. Annette B. Lopez, daughter Mr. and Mrs. Charles A. Bayles, an annuity of Four Hundred Dollars; to Mrs. Laura Wayne of Grove Street, Plainfield, New Jersey, an annuity of Two Hundred Dollars; to William A.

Vandeventer of Grove Street, Plainfield, New Jersey, an annuity of Two Hundred Dollars; to Ellen and Clara Douglas, sisters of Malcolm Douglas of New York, an annuity of Two Hundred..... each; to Gladys Roebr, niece of Harry F. Guest of 60 Broadway, New York, N.Y., an annuity of Four Hundred Dollars; to Virginia E. Osborn, daughter of Robert Osborn and now living with Mrs. Sheffield of Ausable Forks, New York, an annuity of Four Hundred Dollars; to Ralph Osborn, now of Creston Avenue in the Bronx, New York, an annuity of Four Hundred Dollars; to Mabel Martin Wright and Mary E. Vandeventer, now of 259 Seaman Street, New Brunswick, New Jersey, each an annuity of Two Hundred Dollars; and to divide the balance of said net annual income into four equal parts, reserving and accumulating one of said equal parts and adding the same with its accumulations thereon to the corpus of my estate until the distribution of the said corpus as in this will provided for; and dividing and distributing the remaining three parts of said net income quarterly as hereinafter named to the designated natural persons or such of them as may survive, and among the charities hereinafter named, or such of them as shall then be existent, in such manner that each beneficiary may receive and have the following designated number of equal shares thereof, to wit: To Ernest R. Ackerman, one share; to Marion S. Marion, Sr., one share; to Marion S. Ackerman, Jr., one share; to Warren Ackerman, one share; to James Harvey Ackerman, one share; to Caroline E. Ackerman, now Mrs. Lindsley, one share; to Maria Ackerman Rushmore, one share; to Lydia A. Murphy, one share; to William M. Crane, one share; to Richard Crane, son of William M. Crane, one share; to Howard Crane, son of William M. Crane, one share; to Jeanie Chambers, niece of William M. Crane, one share; to the American Baptist Foreign Mission Society, seven shares, in trust, nevertheless, to

apply one of said shares for the upkeep and extension of the buildings of the Memorial Church at Kurnool, South India; one of said shares for the upkeep and extension of its high school buildings at Kurnool, South India; one of said shares for the upkeep and extension of the Emily S. Coles and Mrs. Elizabeth Stanton buildings and for the upkeep and extension of the buildings of the Industrial and Agricultural Branch at Kurnool, South India; one of said shares for the upkeep and extension of its high school and other buildings devoted to its charitable uses at Nellore, South India; and one of said shares for the upkeep and extension of the buildings of the Industrial and Agricultural Branch at Nellore, South India; and one of said shares for the upkeep and extension of the buildings of the Stanton-Coles Village and Farms, near Kurnool, South India; ^{one of} and/said shares for the upkeep and extension of the buildings of the International Baptist Seminary (No. 64 South Main Street, East Orange, New Jersey) in memory of my sister, Miss Emilie S. Coles; To the Woman's American Foreign Mission Society (No. 276 Fifth Avenue, New York, N. Y.), one share, to apply the same to the upkeep and extension of the Emilie S. Coles Memorial and its other buildings devoted to its charitable uses at Nellore, South India; to West China Union University, Chengtu, China, one share, for the upkeep and extension of its buildings; to Hope College, Holland, Michigan, one share, for the upkeep and extension of its Buildings; to Thessalonica Agricultural College, near Selonica, Greece, one share, for the upkeep and extension of its buildings; to the Scotch Plains Baptist Church and Congregation, two shares; one of said shares to be applied to the upkeep, extension and insurance of its church buildings and one of said shares to be applied to the upkeep, extension and insurance of its parish house; to Memorial Home for Orphans at Mountainside, Union County, New Jersey, one share, for the upkeep and

extension of its buildings; to Emilie S. Coles Memorial Highland Home at Mountainside, Union County, New Jersey, (branch of the Home of the Friendless of Newark, New Jersey), one share, for the upkeep and extension of its buildings; to Westfield Home for Crippled Children (in memory of Mrs. J. C. Ackerman Bucknell and Mrs. M. L. Ackerman Hoyt) at Mountainside, one share, for the upkeep and extension of its buildings; to Children's Aid Society for Prevention of Cruelty to Children, Mulberry Street, Newark, New Jersey, one share, for the upkeep and extension of its buildings; and to the Woman's Union Missionary Society of America (mission rooms No. 67 Bible House, New York, N.Y.) in memory of my beloved aunt, Mary S. Ackerman Hoyt, one share, for the upkeep and extension of the Hoyt Hospital Buildings at Jhansi, India; and to the Canton Christian College of Canton, China, one share, for the upkeep and extension of its buildings.

x Upon the death of the last of said "twelve lives" my said trustees shall convert my said trust estate into money, provided, always, that the real estate is not to be disposed of at auction or public sale, and shall divide the corpus of the same, including therein the aforesaid reserved portion of the income with its accumulations and all legacies and devises which my lapse or otherwise fail which are hereby made part of said residuum of my estate, into as many equal shares as shall be required to make the following distribution among the charities hereinafter named or such of them as shall then be existent, paying over one of said equal shares to the said West China Union University, Chengtu, China, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Hope College, Holland, Michigan, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to

Thessalonica Agricultural College, near Selonica, Greece, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Memorial Home for the Orphans at Mountainside, Union County, New Jersey, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings;..... : provided, always, that upon the death of the last of all of said "twelve lives", there being then other annuitants living, enough of the corpus of my said residuary estate shall be set aside to produce an income sufficiently large for the payment of the annuities to the living annuitants; which portion of said annuity principal shall be distributed after the death of the last of said annuitants.

EIGHTH: Whereas, I am one of the beneficiaries under the last will of Warren Ackerman, deceased, late of Scotch Plains, in the County of Union, New Jersey, under whose will I am authorized to direct, by my duly executed will and testament, the payment of the principal of the share which has been set apart for me; now, therefore, pursuant to said authority, I do hereby direct said principal to be paid to my executor, and I direct said executor to hold the same in trust for the like period during which the residuum of my own estate is directed to be held by it, and during said period to manage and invest the same in the like manner in which my trustee is directed to manage and invest the residuum of my own estate; and to divide and pay over the net income among the same beneficiaries and in the same shares, manner and estates as I have directed by this will that the net income of the residuum of my own estate, after the payment of the annuities charged against the same, shall be distributed and divided; and also to divide and pay over the corpus of the said trust estate among the same

0875

beneficiaries and in the same shares, manner and estates as I have directed by this will that the corpus of the residuum of my own estate shall be distributed and divided: provided, always, that the estate disposed of by me under this paragraph of my will shall not be held longer by my trustee than the death of the last survivor of my said first cousins named in this will, (to wit: Ernest R. Ackerman, Marion S. Ackerman, Sr., Maria Ackerman Rushmore, Lydia A. Murphy, Caroline E. Lindsley and William M. Crane) who was living at the time of the death of the said Warren Ackerman.

In the event the appointment which I have made under the last will of Warren Ackerman, deceased, as in the clause heretofore contained, shall for any reason fail then I make the following exercise of the said power, to wit: I direct the said principal to be divided and paid among the same beneficiaries and in the same shares, manner and estates, as by the terms of this will the corpus of the residuum of my estate is to be divided and paid.

0876

C O P Y

TRANSFER

FIDELITY UNION TRUST COMPANY
NEWARK, N. J. May 6, 1926

In re : Estate J. Ackerman Coles

In replying
Refer to Trust Dept.

Mr. Joseph Beech, President
West China Union University
Chengtu, West China



Dear Sir:

Your letter of March 17th is at hand in regard to the above mentioned Estate. A copy of the Will of the late Dr. Coles has been sent to the New York office of your institution.

In regard to the Coles Clock Tower which is in process of erection and for which Dr. Coles made a gift of \$5,000., would say that we have no knowledge nor can we find any information among Dr. Coles' papers in regard to any conditions which he may have made in making that gift. If you have any letter or statement of any kind bearing the signature of the late Dr. J. Ackerman Coles wherein it is stated that the above mentioned gift is on account of the cost of the Clock Tower and that he would make any further contributions, we wish you would send us a true copy of any such letter or statement.

If he made any pledge to pay for the complete cost, such a pledge is considered to be a claim upon his Estate and the Executor could legally recognize it upon proper presentation of all of the facts duly verified under oath.

There is nothing, however, in his Will which authorizes us to make any further contributions and it therefore is necessary to establish a claim as above indicated.

Awaiting your further advices, we are

yours very truly

(Signed)

H. R. Jacobus
Ass't TRUST OFFICER

0877

TRANSFER

Seventh Month
27th 1926



Fidelity Union Trust Company,
Newark, N.J.

Attention of Mr.H.R.Jacobus, Ass't. Trust Officer.
Re: Estate J.Ackerman Coles.

Gentlemen:

Dr. Joseph Beech, President of the West China Union University in Chengtu, West China, has forwarded to Mr. George Vaux, Jr., at the above address a copy of your letter of May 6th, 1926. As you probably know, Mr. Vaux was formerly treasurer of the West China Union University and had talked with Mr. Coles about the clock tower, but at the present time he is in Europe and does not expect to return to this Country until the latter part of September. As soon as possible after that time I am quite sure he will be very glad to communicate with you on the subject.

Yours very truly,

Secretary
to
George Vaux, Jr.

0878

2854479

GEORGE VAUX, JR.
GULPH ROAD
BRYN MAWR, PENNA.

Tenth Month
4th 1926

Mr. James M. Yard,
150 Fifth avenue,
New York, N.Y.

My dear Mr. Yard:

I have your inquiry of September 27th respecting my connection with the gifts of the late J. Ackerman Coles toward the clock tower, etc., of the West China Union University and am very sorry I can not write with greater definiteness but in view of the fact that the treasurer's books and files, from my office, were sent to Mr. William O. Gantz, the present treasurer, I have not all the data at hand.

My knowledge of the situation is as follows: For a good while past Dr. Coles has been interested in the University, not only giving it books but also the cost of a very substantial building and a fund of \$10,000, as an endowment for this latter. This fund he gave to me personally in his house in New York City in the form of coupon bonds.

Dr. Beech had declined to accept from Dr. Coles a gift in money for a bell but later Dr. Coles became interested in supplying a clock and bell for the University campus. In accordance with instructions at that time given to the architects for the University, Messrs. Fred Rowntree and Son of London, England, for the suggested clock tower, they prepared a plan and Dr. Ralph Ward and myself went to Scotch Plains, New Jersey, to see Dr. Coles with the idea of interesting him not only in erecting the tower and bell but also in putting up a building for the same. He did not like the suggested plan for an over-elaborate building and later a new plan was prepared following the lines which Dr. Coles had intimated to Dr. Ward and myself. Dr. Ward and I again visited Dr. Coles and showed him the revised plan which pleased him very much and he thereupon said he would pay the cost of the building (which was estimated at something over \$4,000. gold) to which was to be added architects' commission, incidentals, etc., bringing the total to about \$5,000., this being in addition to the cost of the clock and bell which Dr. Coles had personally ordered from the Meneely Bell Company and with which Company there was considerable correspondence in order that their work might fit properly into the clock tower as projected. Dr. Coles at that time, if I recall aright, gave me a check which may have been for \$1000. and he also gave me another check later which may have amounted to as much as \$3000. In my files there were copies of more than one letter which I wrote to Dr. Coles setting forth my understanding of his gift and asking him to let me know if it was not in accordance with his ideas but I was never able to get him to reply to any of these letters although he did send the second instalment of his gift in response to a letter which I wrote setting forth that the work at Chengtu was progressing.

0879

#2- Mr. James M. Yard

Tenth Month
4th 1926

If you can send me from the treasurer's book full details of the payments that Dr. Coles made on account, and from the files which I sent to Mr. Gantz the letters mentioned, I will try to make an affidavit which I trust will be sufficient to justify Mr. Jacobus in making the payments still due the University. I might say that all the way through it was understood that the contributions which Dr. Coles was making were for the building and not for the clock and bell for which he had arranged individually.

I shall be very glad indeed to talk over with you at any time matters pertaining to the University.

Yours very truly,

George Vanuxem

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0880

GEORGE VAUX, JR.
GULPH ROAD
BRYN MAWR, PENNA.

Tenth Month
8th 1926

Mr. James M. Yard,
150 Fifth Avenue,
New York, N.Y.

Re: Dr. J. Ackerman Coles' gift
to West China Union University.

My dear Mr. Yard

I have had framed an affidavit which I trust will cover your requirements in connection with Dr. J. Ackerman Coles' gift. I know I handed over to Mr. Gantz nothing in writing from Dr. Coles but there should have been in the files copies of two or more letters which I wrote to him on the subject, my thought in doing so being that if I could get him to acknowledge receipt of the letters setting forth my understanding of the gift it would place the University in a much stronger position but I never succeeded in getting him to do this, neither could Dr. Ward and I get him to put his gift in writing.

In your letter of the 6th instant you state that the treasurer's book shows that the first payment by Dr. Coles was made on April 6th, 1924. Is not this an error? April 6th of that year came on Sunday and was nearly three weeks before I had seen Dr. Coles. I think it should be April 26th.

Under Pennsylvania law I am inclined to think that where a verbal gift is made, such as that of Dr. Coles, followed by payments on account the Court would look very favorably on a claim for payment of the balance.

If I can help you further I shall be very glad indeed to do so.

Yours very truly,

George Vaux Jr.

Enclosure

*April 26 is
correct. E. W. Gantz*

0001

(COPY)

October 20, 1926

Mr. H. R. Jacobus
Trust Department
Fidelity Union Trust Company
Newark, N. J.

Dear Mr. Jacobus:

I am sending you herewith by registered mail the affidavit from Mr. Vaux, which seems to cover the case. I hope this is sufficiently explicit and that you will be able to secure payment of the balance due.

The accounts have not come from Dr. Beech since the completion of the tower. I think it was used for the first time last June and it was probably not quite complete at that time. The accounts ought to reach this office very soon, and I will send you the entire statement as soon as possible. In the meantime, if you can send us a check for \$1,000 on account, it will be a very great help to us, as our University Treasury is running on a pretty small balance.

I should very much like to have the assurance now that you will be able to pay the amount due, which will not be much more than One Thousand Dollars.

With kindest regards

Sincerely yours,

James M. Yard

0882

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

Newark, N.J. October 22, 1926.

In re: Estate J. Ackerman Coles

IN REPLYING
REFER TO Trust Dept.

Mr. James M. Yard,
c/o West China Union University,
150 Fifth Avenue, New York City.

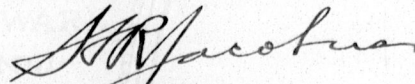
Dear Sir:

We are in receipt of your letter of the 20th inst. with regard to the Coles Memorial Clock Tower on the grounds of the West China Union University at Chengtu, West China. We understand that Dr. Coles in his lifetime paid the Meneely Bell Company for the bell, although the letter of Dr. Joseph Beech, President of the University, written to us under date of December 9, 1925, indicates that the cost of the clock and bell are included in his figures which show the entire cost of the tower, clock, bell &c to be \$8,577.53. We further understand that Dr. Coles has already contributed \$5,000. and it would therefore seem that there is to be paid a balance of \$3,577.53.

Can you enlighten us as to whether Dr. Coles has already paid for the clock and bell. We would like to make one payment of the entire balance found to be due instead of at this time making a payment of \$1,000. as suggested in your letter of the 20th inst., in order that the matter may be entirely taken care of in one payment.

Awaiting your reply, we are

Yours very truly,



H. R. Jacobus,
ASS'T. TRUST OFFICER.

HRJ/CEY

0883

(COPY) .

October 29, 1926

Mr. H. R. Jacobus
Fidelity Union Trust Company
Newark, N.J.

Dear Mr. Jacobus:

In reply to yours of October 22nd, may I say that our records show that Dr. Coles paid to our treasurer four thousand dollars (\$4,000.00) for the erection of the tower. We have no knowledge as to how much he paid for the clock and bell. That could be ascertained by writing to William H. Meneely, President of the Meneely Bell Company, 220 Broadway, New York City. To that figure should be added further amounts for freight, customs, etc.

May I ask whether Dr. Beech, in his letter of December 9, 1925, gave you a detailed statement covering the total cost, including architect's fees, freight, customs, etc? If all these items were included in his statement, it would seem that you are correct in stating that the balance due us is \$3,577.53.

With kindest regards,

Sincerely yours

James M. Yard

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Copy made for Dr. Eric M. North
Nov. 20, 1926

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

Newark, N. J.

November 18, 1926.

In re: Estate J. Ackerman Coles

IN REPLYING
REFER TO

Trust Dept.

Mr. James M. Yard, B. D.,
West China Union University,
150 Fifth Avenue, New York City

Dear Sir:

Your letter of October 29th was duly received during the writer's absence, concerning the Coles Memorial Clock Tower at Chengtu, West China. We have ascertained that the late Dr. Coles paid the Meneely Bell Company on October 7, 1924 th sum of \$990.00 for the bell and \$121.67 for the freight and insurance charges on both the bell and clock. The clock was also paid for by the late Dr. Coles on October 8, 1924, the cost of which was \$950.00.

We also find that Dr. Coles made payments totalling \$4,000. to Mr. George Vaux, Jr., Trustee for account of the cost of the tower itself. We note that this latter amount agrees with your records also.

Dr. James Beech, President of West China Union University in his last letter to the late Dr. Coles under date of December 9, 1925 included the cost of the clock, bell, freight and insurance items in said letter in computing the total cost of the tower, which was \$8,577.53. From this amount there should be deducted the amounts heretofore paid by Dr. Coles which is \$6,061.67, which leaves a balance still due of \$2,515.86. Will you please look into this matter and advise us if this is correct.

In the letter received from the Seth Thomas Clock Company they call our attention to the following, which we quote verbatim:

"We believe it well to mention at this time that quite recently our glass manufacturer advised that he had some glass on hand for this job. We are wondering whether duplicate shipment was made as all the cases checked at the time of shipment and we estimate that the glass was received by the University. We would appreciate your inquiring if it is convenient and if you should find that glass was not received for the clock dials we would gladly forward the material which

0885

Mr. Yard

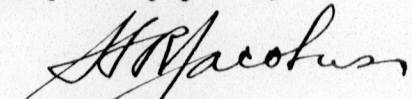
- 2 -

November 18, 1926

is on hand at our glass company's factory. Any
other information you desire we will gladly furnish."

Please let us know as to this also.

Very truly yours,



H. R. Jacobus,
Ass't. Trust Officer.

HRJ/CEY

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November 19, 1926

Mr. H. R. Jacobus
Fidelity Union Trust Company
Newark, N. J.

Dear Mr. Jacobus:

Thank you for your very clear and explicit letter of November 18th. It would seem that your account is entirely correct, and that the balance still due the West China Union University is \$2,515.86. That agrees with all the figures we have here in the office, although as I said in my previous letter, such matters as the cost of the tower, freight, etc., we do not have on our books.

Will you kindly therefore send us a check for \$2,515.86 in settlement of this account?

We have no knowledge of the glass for the clock dials in this office, and I shall have to ask you to wait for a definite reply until I can take up the matter with Dr. Beech. Will you kindly tell the Seth Thomas Clock Company that I will get this information to them just as soon as possible?

With kindest regards, and real appreciation of your courtesy in this matter,

Sincerely yours,

JMY:MD

0887

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

Newark, N. J. November 29th, 1926

In re: Estate J. Ackerman Coles

IN REPLYING
REFER TO Trust Dept.

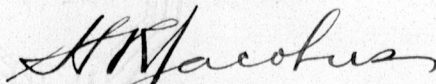
Mr. James M. Yard,
West China Union University,
150 Fifth Avenue, New York City

Dear Sir:

Your letter of the 19th was duly received, but it will be necessary for you to prepare and file with us a statement duly verified under oath showing how the amount of \$2,515.86 is arrived at and showing also in said affidavit that the late Dr. J. Ackerman Coles promised to pay for the cost of the Clock Tower, concerning which we have had some correspondence.

Upon receipt of such a verified claim in due form the matter will then be given our prompt attention.

Very truly yours,



H. R. Jacobus,
ASS'T. TRUST OFFICER.

HRJ/CEY

0000

WILLIAM M. CRANE
18 EAST 41ST STREET
NEW YORK



December 6th, 1926

TRANSFER

West China Union University,
Mr. W. O. Gantz, Treas.,
% Bd. of Foreign Missions M.E. Church,
150 Fifth Ave., N. Y. C.

Dear Sirs:-

The explanation of the enclosed request is that we feel that Dr. Coles, in his later years, failed to realize that these two men had served him faithfully for about thirty years, and now in their old age, they are left without means of living comfortably. They are now too old to get regular employment.

I feel that "Charity begins at home" and so heartily recommend this slight token of appreciation to these men for their faithfulness - which is so rare these days.

The Fidelity Union Trust Company are in sympathy with this request, but prefer that it should come from one of the beneficiaries.

Please return the enclosed form to the Fidelity Union Trust Company, Newark, N. J., and oblige

Yours very truly,

Wm M. Crane

WMC KE

0889

Dec. 15, 1926.

Mr. H. R. Jacobus, Ass't. Trust Officer,
Fidelity Union Trust Co.,
Newark, N. J.

Dear Mr. Jacobus:-

In reply to yours of November 29th and after our telephone conversation of today, I am writing to ask if you will send us a copy of Dr. Beech's letter in which he gives the itemized account of the cost of the Clock and Tower. We do not have in this office his itemized statement. If we can have that, by consulting our own records and his letters to us, our Treasurer will be able to make an affidavit as to the correctness of the account.

You have the affidavit from Mr. Vaux stating that Dr. Coles promised to pay for the Clock, the bells and the Tower.

With kindest regards,

Sincerely yours,

JMY:EN

0890

TRANSFER

December 16, 1926.

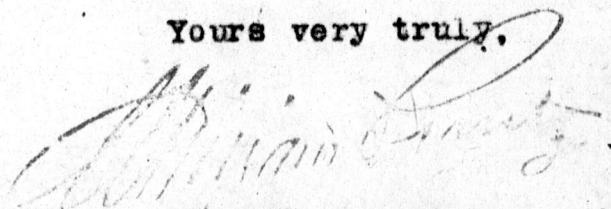
Mr. William M. Crane,
10 East 41st St.,
New York City.

My dear Mr. Crane:

I am in receipt of your letter of December 6 and find that I do not have sufficient information upon which to base a report to our Committee. It is unfortunate that we must act through committees which meet so infrequently since the associated organizations are located in Canada and Great Britain as well as in different cities of the United States.

If you will tell me how much the proposed payment of \$200.00 per month would reduce the income, or tell me what the total income is out of which this must be subtracted, our Committee will probably take action at its next meeting, although the time has not yet been fixed. I am therefore not in position to refer the request, and certainly cannot forecast the action which will be taken. Being, of course, trustees ourselves of the funds given for a very, very needy cause, we should have all the facts as to the income of the estate and the amount by which the our own portion will be depleted.

Yours very truly,



William O. Gantz,
Treasurer.

WOG:ER

0891

*See also
Fidelity Union
12/27 - 11/27*

WILLIAM M. CRANE
18 EAST 41ST STREET
NEW YORK

December 20, 1926

TRANSFER

Mr. William D. Gantz, Treas.
150 Fifth Avenue
New York City
% West China University

Dear Sir:

Yours of December 16th in regard to Dr. Cole's servants is at hand. In reply would state that the amount is so small compared with the income that I think you will hardly notice the same.

From information which I have received, I should say the least amount you would get per year would be \$3,000 and that according to the Will, one quarter of the estate set aside until the death of all the living heirs, but that the income from the three quarters, I assume we should get at least \$3,000 per share.

My attention has been called to one thing and that is perhaps we had better insert in your agreement, if you decide to conform to this, the statement that you pay your proportion of the amount. As I read this over, it might be construed that of those who chose to give, there may be some, for some reasons or other who will not, so that those who do will pay their proportion.

It is too bad to leave these faithful servants out in the cold in their old age.

Very truly yours

Wm M. Crane

WC:AM

0892

2854479

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

Newark, N.J. December 23, 1926.

In re: Estate J. Ackerman Coles

IN REPLYING Trust Dept.
REFER TO

Mr. James M. Yard, D.D.,
c/o West China Union University,
150 Fifth Avenue, New York City.

Dear Mr. Yard:

In response to yours of the 15th inst. we give you below the figures mentioned by Dr. James Beech, President of the West China Union University, in his last letter to Dr. Coles under date of December 9, 1925 as follows:

Foundation and two feet of brick work	\$ 775.
Bricks for main structure	1284.
Lime	666.
Mason's labour	417.
Lumber	1167.
Carpenter's labour	222.22
Painter	194.44
Nails and ironwork	83.
Tiles	278.
Building Superintendent's fee	555.
Total cost for tower & foundations	\$ 5641.66
Clock, Bell, Freight & Customs	2435.87
Estimate for Architect's fees	500.
	<u>\$ 8577.53</u>

Very truly yours,

H. R. Jacobus

H. R. Jacobus,
ASS'T. TRUST OFFICER.

HRJ/CEY

389.21
+
£250
4.85
171.75
510.46

0893

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

Newark, N. J. December 27, 1926.

In re: Estate J. Ackerman Coles

IN REPLYING
REFER TO Trust Dept.

TRANSFER

Mr. Eric M. North, Secretary,
West China Union University,
150 Fifth Avenue,
New York City.

Dear Sir:

Replying to your letter of the 22nd inst. would say that Mr. William M. Crane is the first cousin of the late Dr. J. Ackerman Coles and is a man of sterling character and is held in high esteem by all those who know him. At the request of a number of the cousins and other relatives of the late Dr. Coles Mr. Crane has undertaken the correspondence in connection with the proposed arrangement to provide the two employees of the late Dr. Coles with something to live on. We are in hearty sympathy with this proposal and trust that all of the beneficiaries and residuary legatees will agree to it.

These men have rendered very faithful service for the past thirty years at wages which were entirely too low; in fact they were promised by Dr. Coles that they would be taken care of either by him or his sister, but no such provisions were incorporated in their wills or otherwise.

The effect of the proposal upon each share will be about \$80. per year on each of the thirty-one shares which is a very small sum compared to the total income which it is expected will be paid on each share. This total is approximated at about \$3,000. a year conservatively speaking and will probably exceed that amount. These men have no means of support and at their age in life I am sure every one interested will feel that it will be difficult for them to procure proper employment in the future.

Very truly yours,

H. R. Jacobus

H. R. Jacobus,
ASS'T. TRUST OFFICER.

HRJ/CEY

0894

INDEXED

WEST
CHINA

Fidelity Union Trust Company

CAPITAL, SURPLUS AND UNDIVIDED PROFITS OVER \$10,000,000

Newark, N.J.

January 21, 1927.

In re: Estate J. A. Coles.

IN REPLYING
REFER TO Trust Dept.

TRANSFER

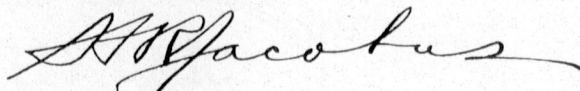
Mr. James M. Yard,
c/o West China Union University,
150 Fifth Avenue, New York City.

Dear Mr. Yard.

We duly received the letter dated the 7th inst. enclosing Affidavit by your Assistant Treasurer, Mr. E. M. North, in connection with the claim of your University for the balance due for the cost of the J. Ackerman Coles Memorial Clock Tower at Chengtu, West China which affidavit is satisfactory. We therefore enclose our check to your order for \$2,526.32 in full payment.

Will you kindly acknowledge receipt, and oblige

Yours very truly,



H. R. Jacobus,
ASS'T. TRUST OFFICER.

HRJ/CEY
Encl.

ck. for \$2,526.32.

Dep 1/21/27

0895

(COPY)

February 1, 1927

In re: Estate of J. Ackerman Coles

Fidelity Union Trust Company
Newark, N.J.

Attention Mr. H.R. Jacobus, Asst. Trust Officer

My dear Mr. Jacobus:

In accordance with the suggestion of Mr. W.M. Crane,
and basing our action in part upon your letter of December
27th, the Executive Committee of the Board of Governors of
West China Union University have authorized the Treasurer to
sign the enclosed document providing for the former servants
of the late Dr. Coles.

Faithfully yours,

ERIC M. NORTH

Assistant Treasurer

0896

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

ERIC M. NORTH, being duly sworn, says: I am the Assistant Treasurer of West China Union University and as such have gone over the books of the corporation and collected the data in reference to the cost of the clock tower erected on the campus of the University in Chengtu. I find that the total cost as listed upon the records is Eight Thousand Five Hundred Eighty-seven Dollars and Ninety-nine Cents (\$8,587.99), composed of the following items:

Cost of Structure	
Foundation and 2 ft. of brick work	\$775.00
Bricks for main structure	1284.00
Lime	666.00
Mason's labour	417.00
Lumber	1167.00
Carpenter's Labour	222.22
Painter	194.44
Nails and ironwork	83.00
Tiles	278.00
Building Superintendent's fee	555.00
	<u>\$5,641.66</u>
Cost of Clock, Bell, Freight and Customs	2,435.87
Architects fees paid	389.21
" " due - 125. @ say 4.85	121.25
	<u>510.46</u>
	8,587.99

I find also, as shown by the records, that the amount paid by Dr. J. Ackerman Coles on account of the total cost, either directly to the University or on behalf of certain items set forth in the cost as above mentioned, was as follows:

Payment April 26, 1924	\$ 1,000.00
" January 8, 1925	3,000.00
Paid to manufacturers as per letter	
of H.R.Jacobus Nov.18,1926	
Oct. 7, 1924 for bell	\$990.00
" 8, 1924 " clock	950.00
" 7, 1924 " freight	
and insurance	121.67
	<u>2,061.67</u>
	\$6,061.67

making a total of Six Thousand Sixty-one Dollars and Sixty-seven Cents (\$6,061.67).

In accordance with the foregoing figures, I find that the total cost exceeds the total amount paid by Dr. Coles in the sum of Two Thousand Five Hundred Twenty-six Dollars and Thirty-two Cents (\$2,526.32).

Sworn to before me this

day of , 1927.

Notary Public

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lof*

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(24/27)

To FIDELITY UNION TRUST COMPANY,
as Executor of and Trustee under
the last Will and Testament of
J. Ackerman Coles, deceased.

WHEREAS Thomas S. Whitenack and Charles Yoerk,
both of Scotch Plains, N. J. were employed by the late Dr. J.
Ackerman Coles deceased, for nearly thirty years and that during
that time they performed their work in a very faithful and satis-
factory manner and

WHEREAS said Thomas S. Whitenack (who was born
on December 12, 1855) and Charles Yoerk (who was born on September
2, 1869) are of such an age that it will be very difficult for
them to procure other employment and they not having any means
of earning their livelihood

NOW THEREFORE, we, the undersigned life benefi-
ciaries and/ or residuary legatees in and by the provisions of
the Seventh Paragraph of the last Will and Testament of said
Dr. J. Ackerman Coles, deceased, ^{agree to allow payment of our proportions of the sums hereinafter mentioned and} do hereby request said Fidelity
Union Trust Company, as Executor and Trustee as aforesaid, to
pay unto said Thomas S. Whitenack and Charles Yoerk the sum, or
sums, of \$100 per month to each of them for and during the re-
mainder of their respective lives: and for that purpose we,
the undersigned beneficiaries as aforesaid, do hereby assign to
said Thomas S. Whitenack and Charles Yoerk ^{if all the beneficiaries and legatees consent in the same way} an amount sufficient to
make said payments out of our respective proportions of the income
due and to become due to us from the residue of said Estate as
provided in said last Will and Testament of J. Ackerman Coles,
deceased.

West China Union University
by William Chan,
Treasurer.

*Fidelity Union Trust Co.,
Newark N.J.*

December 27, 1927

WEST
CHINA

ESTATE J. ACKERMAN COLES

INDEXED

TRANSFER

EXECUTOR

INCOME

Balance as per Accounting allowed by Union County Orphans'
Court. December 21, 1927

\$13,597.51

Commission on Income allowed Executors

8,164.21

Balance of Income allowed Executors

\$ 5,433.30

DISTRIBUTION

Transferred to Corpus as per 7th. Para. of Will	1/4 share	1,358.32
✓ Ernest R. Ackerman	1/31 shr. of balance	131.45
✓ Warren Ackerman	1/31 "	131.45
✓ Caroline E. Lindsley	1/31 "	131.45
✓ Lydia A. Murphy	1/31 "	131.45
✓ Jeanie Chambers	1/31 "	131.45
✓ Marion S. Ackerman, Sr.	1/31 "	131.45
✓ Marion S. Ackerman, Jr.	1/31 "	131.45
✓ James Harvey Ackerman	1/31 "	131.45
✓ Maria Ackerman Rushmore	1/31 "	131.45
✓ William M. Crane	1/31 "	131.45
✓ Wm. M. Crane, Gdn. of Richard Crane	1/31 "	131.45
✓ Wm. M. Crane, Gdn. of Howard Crane	1/31 "	131.45
American Baptist Foreign Mission Society	7/31 "	920.15
Womans' American Foreign Mission Society	1/31 "	131.45
→ West China Union University, Chengtu, China	1/31 "	131.45
Hope College, Holland, Michigan	1/31 "	131.45
Thessalonica Agricultural College, near Selonica, Greece	1/31 "	131.45
Scotch Plains Baptist Church & Congregation	2/31 "	262.90
Memorial Home for Orphans, Mountainside, N.J.	1/31 "	131.45
Home of the Friendless of Newark, N.J.	1/31 "	131.45
Westfield Home for Crippled Children	1/31 "	131.45
Childrens Aid Society for Prevention of Cruelty to Children, Newark, N.J.	1/31 "	131.46
Womans Union Missionary Society of America	1/31 "	131.46
Trustees Lingnan University	1/31 "	131.46

\$ 5,433.30

0900

Fidelity Union Trust Co, 4/5
Newark N.J.

December 27, 1927

ESTATE J. ACKERMAN COLES

INDEXED

WEST
CHINA

TRANSFER

EXECUTOR

INCOME

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✓ James Harvey Ackerman	1/31 " "	131.45
✓ Maria Ackerman Rushmore	1/31 " "	131.45
✓ William M. Crane	1/31 " "	131.45
✓ Wm. M. Crane, Gdn. of Richard Crane	1/31 " "	131.45
✓ Wm. M. Crane, Gdn. of Howard Crane	1/31 " "	131.45
American Baptist Foreign Mission Society	7/31 " "	920.15
Womans' American Foreign Mission Society	1/31 " "	131.45
→ West China Union University, Chengtu, China	1/31 " "	131.45
Hope College, Holland, Michigan	1/31 " "	131.45
Thessalonica Agricultural College, near Selonica, Greece	1/31 " "	131.45
Scotch Plains Baptist Church & Congregation	2/31 " "	262.90
Memorial Home for Orphans, Mountainside, N.J.	1/31 " "	131.45
Home of the Friendless of Newark, N.J.	1/31 " "	131.45
Westfield Home for Crippled Children	1/31 " "	131.45
Childrens Aid Society for Prevention of Cruelty to Children, Newark, N.J.	1/31 " "	131.46
Womans Union Missionary Society of America	1/31 " "	131.46
Trustees Lingnan University	1/31 " "	131.46

\$ 5,433.30

ch. for 7,31.45 ene.
Dep. 12/29/27

EGJ.

0901

TRANSFER

WEST CHINA UNION UNIVERSITY

Statement of Cost of Clock Tower

Cost of Structure

Foundation and 2 ft. of brick work	\$775.00	
Bricks for main structure	1284.00	
Lime	666.00	
Mason's labour	417.00	
Lumber	1167.00	
Carpenter's labour	222.22	
Painter	194.44	
Nails and ironwork	83.00	
Tiles	278.00	
Building Superintendent's fee	555.00	\$5,641.68

Cost of Clock, Bell, Freight and Customs 2,435.87

Architects fees paid	389.21	
" " due - L25. @ say 4.85	121.25	510.46
		\$8,587.99

Provided to date by Dr.Coles

Payment April 26, 1924	\$ 1900.00	
" Jan. 8, 1925	3000.00	
Paid to manufacturers as per letter of		
H.R.Jacobus Nov.18,1926		
Oct.7, 1924 for bell	\$399.00	
" 8, 1924 " clock	950.00	
" 7, 1924 " freight and insurance	121.67	2061.67
		6,061.67

Balance still due \$2,526.32

Dec.29, 1926

0902

Chengtu, China.

Aug. 22, 1931.

Mr. B. A. Garside,

Dear Sir:—

WEST
CHINA

INDEXED

I wish to acknowledge
the continued gift— for
up keep on J. Ackerman Coles
Memorial Building, which
was sent in May.

Ordinarily the dormitory
houses about fifty students
but by fitting up rooms
on the third story which
had not been used,
we can accommodate
nearly seventy.

A class, the Senior, from
the Sr. Middle is to be

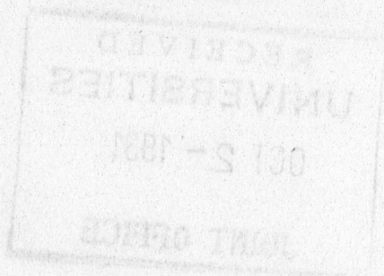
8-22-31

received this fall, because
The Middle School Dorm.
accommodations are inade-
quate for the number
of students who are
expected. They will be
under the same rules
and regulations as the
University Students.

I hope perhaps the
above items would be
interesting to you.

Sincerely Yours

Mrs. Spencer) Esther B. Lewis



0904



October 13, 1931.

TRANSFER

Mrs. Spencer Lewis,
West China Union University,
Chengtú, Szechwan, China

My dear Mrs. Lewis:

Let me acknowledge receipt of your good letter of August 22nd, in which you tell of the use being made of the funds sent for the upkeep on the J. Ackerman Coles Memorial Building.

You have certainly succeeded in making these funds accomplish maximum results. It is gratifying to know that you have been able to fit up the new rooms to accommodate about twenty additional students.

We will pass along this information as opportunity offers to the Board of Governors and to friends who might be interested. Since the funds of the Coles' Estate are handled by a Trust Company, I do not know of any member of his family who would be particularly interested in how this income is being expended, but if we learn of anyone who would like to keep in touch with these matters, I will pass along such items as this.

A fortnight ago we had a very interesting Annual Meeting of our West China Board of Governors. We were very much pleased to have with us at that time, in addition to Dr. Beech, three other members of the West China faculty:- Mr. Simkin, Dr. Best, and Dr. Agnew.

With all good wishes for the coming year, I am,

Very cordially yours,

0905



INDEXED

West China Union University ✓
Lingnan University

March 3, 1932.

Mr. T. R. St. John,
43 Exchange Place,
New York City.

My dear Mr. St. John:

Dr. Huntington has passed on to me your request that we send you names of the officers of our Lingnan Board of Trustees, and our West China Board of Governors who should execute the documents you are to prepare in connection with your appearance for these two institutions in the matter of the question which is to be decided by the Supreme Court of the State of New York relative to the interpretation of certain powers of the executor and Trustee of the late J. Ackerman Coles.

For Lingnan University documents should be executed by Mr. Frederick Osborn, the President of the Board of Trustees, and Mr. W. Henry Grant, the Secretary of the Board of Trustees. Both of these officers are residents of the State of New York.

For West China Union University documents should be executed by Dr. James Endicott, the Chairman of the Board of Governors, and Dr. Frank Anderson, the Secretary of the Board of Governors. Both of these officers are residents of Ontario, Canada.

If you will send to me the documents to be executed I will hand them to these officers with the request that they be executed and returned to you promptly.

Very sincerely yours,

B A GARSIDE

BAG:PC

0906

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HAYS, ST. JOHN, ABRAMSON & SCHULMAN

ARTHUR GARFIELD HAYS
T. RAYMOND ST. JOHN
WILLIAM ABRAMSON
JOHN SCHULMAN
SIDNEY STRUBLE
JOSEPH CASSIDY

March 5, 1932.

COUNSELORS AT LAW
43 EXCHANGE PLACE
NEW YORK
CABLE ADDRESS "HASTMOR"
TELEPHONE HANOVER 2-2462



Dr. B. A. Garside,
Secretary and Treasurer,
China Union University,
150 Fifth Avenue,
New York City.

Re Estate of J. Ackerman Coles

My dear Dr. Garside:

When I first spoke to Dr. Huntington about the matter relating to the Estate of J. Ackerman Coles I supposed that the action had been brought in the Surrogates Court of New York County. Since then I have ascertained that the action is pending in the Supreme Court so that it will not be necessary for me to have an authorization signed by the Board of Trustees of Lingnan University or by the Board of Governors of the West China Union University.

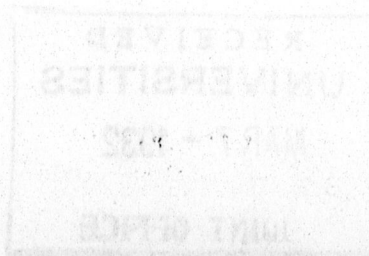
I shall have my firm enter an appearance on behalf of both of these institutions and will keep you advised of developments.

I am very glad of this opportunity to be of service to you.

Very truly yours,

T. Raymond St. John

TRS:LL



0907



West China Union University
Lingnan University

March 10, 1932.

TRANSMIT

Mr. T. R. St. John,
45 Exchange Place,
New York City.

My dear Mr. St. John:

We are grateful to you for your letter of March 5th, in which you assure us of your willingness to enter an appearance on behalf of West China Union University and Lingnan University in the matter relating to the Estate of J. Ackerman Coles, and inform us that it will not be necessary for you to have an authorization signed by the governing boards of these institutions in connection with this appearance.

With appreciation of this evidence of your continued interest in these two institutions, I am,

Very sincerely yours,

B A GARSIDE

BAG:PC

0908

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West China Union University

April 19, 1932

TRANSMITTED

Mr. T. R. St. John
43 Exchange Place
New York, N. Y.

My dear Mr. St. John:

The enclosed Complaint has been served upon the Trustees of West China Union University but we do not understand that we are supposed to be represented at this hearing, in view of the fact that the University has no interest in the Estate of Theodore J. Ackerman.

Are we not correct in our assumption?

Very truly yours,

Assistant Treasurer.

CAR:C

Enc.

0909

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HAYS, ST. JOHN, ABRAMSON & SCHULMAN

ARTHUR GARFIELD HAYS
T. RAYMOND ST. JOHN
WILLIAM ABRAMSON
JOHN SCHULMAN
SIDNEY STRUBLE
JOSEPH CASSIDY



COUNSELORS AT LAW
43 EXCHANGE PLACE
NEW YORK
CABLE ADDRESS "HASTMOR"
TELEPHONE HANOVER 2-2462

April 20, 1932.

Mr. C. A. Evans,
Associate Secy. & Treas.,
China Union Universities,
150 Fifth Avenue,
New York City.

Dear Mr. Evans:

Your letter of April 19 is at hand enclosing the complaint which has been served upon the trustees of West China Union University in the suit of Marion S. Ackerman and Sarah M. Ackerman against various defendants. In my judgment it is advisable for you to appear in this action and I shall be glad to file a notice of appearance on behalf of the trustees, if you so desire.

While you are not interested in the Estate of Theodore J. Ackerman, yet the rights of the West China Union University are indirectly involved and should be protected.

Upon a hurried reading of the complaint, I find it rather complicated but will go into it more carefully within the next day or so. Meantime, will you kindly let me know whether the trustees of the University would like to have me appear for them?

Very truly yours,

T. Raymond St. John

TRSJ:LL

09 10



INDEXED

West China Union University

April 21, 1932

Mr. T. Raymond St. John
43 Exchange Place
New York, New York

TRANSFER

My dear Mr. St. John

We note from your letter of April 20 that you deem it advisable to appear in the Ackerman suit against various defendants.

In that event we are authorizing you to act in behalf of West China Union University should it become necessary to take any steps to protect the interests of said University.

Very truly yours

Assistant Treasurer

CAE:MS

0911

H. THEODORE SORG
LEONARD A. DUNCAN
GEORGE B. BAILEY
HERMAN D. SORG
B. R. PARVIN

SORG, DUNCAN & BAILEY
COUNSELORS AT LAW
NATIONAL NEWARK BUILDING
744 BROAD STREET
NEWARK, N.J.

April 29, 1937

West China Union University
150 Fifth Avenue
New York, N. Y.

Gentlemen:

Att: C. A. Evans, Asst. Treas.

I take pleasure in handing you herewith a copy of the Opinion of Vice Chancellor Stein in the proceedings for the construction of the Last Will and Testament of J. Ackerman Coles. From a reading of the Opinion, which is very clear, you will also, I am sure, be pleased to notice that the Vice Chancellor concurred in every one of the contentions made by us as to the construction to be placed on the Will.

As you will probably remember, the question arose primarily as to the meaning of paragraph Seventh. Our contention was that one quarter of the income should be set aside, each year, in a separate fund and invested, and that separate fund, together with the income thereon, allowed to accumulate as a separate fund for the benefit of the charitable beneficiaries. The individual life beneficiaries, (and strange to say some of the charitable beneficiaries) argued that each year one quarter of the income should be put back into the original corpus fund and the life beneficiaries allowed to have their portion of the three quarters of the income which would accrue on that increasing corpus fund. Inasmuch as that one quarter of income amounts to a substantial sum, you, of course, realize that it will make a definite difference in the end as to whether or not it stands separate and compounds, or whether the income therefrom is distributed every year to both individual and charitable beneficiaries. The Court ruled that the fund should be set aside separately and allowed to accumulate.

With regard to paragraph "eighth" varied questions arose: (1), as to whether there was to be any division of income into three quarter and one quarter shares and (2), if there were to be such division, what should happen to the one quarter share. We contended that there was to be the same division of the income into three quarter and one quarter shares as in the case of paragraph seventh, and that the one quarter share should be held in the same manner as contended for under paragraph seventh. Other parties contended that there should be no division but that the whole of the income should be divided among the individual and charitable beneficiaries, or if divided, the one quarter share should be merged with the original corpus. The Court determined that the one quarter share should be set aside for the benefit of the charitable beneficiaries and allowed to accumulate.

A similar but more difficult question arose with regard

09 12

April 29, 1937

to paragraph sixth where we were faced with the problem that the Court in New York had determined that all of the income should be immediately divided and it was directed by a Court Order in which all the parties had concurred. We contended that the same principle applied to sixth as to paragraphs seventh and eighth and that we were not bound by the decision of the New York Court with regard to the division of income. Other parties contended that we were bound by the New York decision and that the charities were not entitled to have one quarter of the income capitalized. The Court ruled that we are not bound by the New York decree and that the same procedure should be applied as in the other two paragraphs.

A further question involved was whether the gift of income to the "twelve lives" was to them for the life of the twelve so that even if one of the twelve individual beneficiaries died, (as is true in the case of three of them at this time) their estates would continue to participate until the death of the last of the individual beneficiaries. This, of course, would have meant that in all three instances the income would have continued to be divided into 31 shares instead of a steadily decreasing number of shares, (thus increasing the amount of each share of income) as the individual beneficiaries die. We contended, of course, that the individual beneficiaries got a life interest only which did not pass on to their estates and terminated with the life of the individual beneficiary. The Court so ruled.

While it is true that the present distributive shares of income would have been somewhat increased if the life beneficiaries had been successful in their claims, yet, from the standpoint of the charitable beneficiaries it means that their participating shares in the Estate of J. Ackerman Coles will be very greatly increased by reason of the decision of the Court. In the cases of paragraph eighth and sixth, the benefit derived from this decision will not be greatly deferred by reason of the fact that those trusts are predicated on the lives of life beneficiaries who are well advanced in age. Under paragraph seventh it will mean that there will be a somewhat longer delay by reason of the fact they are somewhat younger, but in the end the benefit to the charities will be much greater.

Of course there is nothing to preclude an appeal by the individual life beneficiaries affected. Whether or not there will be such an appeal we cannot, of course, inform you, but in any event, if there is an appeal the appellants will be faced with the difficulty of overcoming the effect of a well reasoned opinion in favor of the charities.

If there is any further data you require with regard to this matter, we will be glad to have you make inquiry with regard thereto.

Very truly yours,

Herman D. Sorg
Herman D. Sorg.

L
ENC.

0913

SORG AND SORG
COUNSELORS AT LAW
744 BROAD STREET
NEWARK, N. J.

H. THEODORE SORG
HERMAN D. SORG

West China Union University,
150 Fifth Avenue,
New York, New York.

Attn: Mr. Evans.

Re: Estate of J. Ackerman Coles.

Gentlemen:

With further reference to the correspondence we have been having relative to the participation certificates received by you, as a partial distribution of the accumulated income under the trust established by paragraph Sixth of the decedent's Will, we would advise you that we have finally succeeded in reaching an agreement with the Counsel for the Bank as to the form of tender which you are to make of these certificates for the sale thereof to the Bank. With regard thereto, will you please do the following:

1. Write the letter, draft of which is herewith enclosed, on your own letter head and have it signed by that officer, who is authorized to sell securities on behalf of your organization.
2. Forward a certified copy of Resolution or by-law which authorizes that particular officer to sell securities. The probability is that that officer will either be your treasurer or some other officer.
3. Execute the assignment on the back of the mortgage certificate, in blank, attach the seal of your organization, and have the signature of the officer who signs guaranteed by some bank.

When the foregoing is completed, if you will forward the documents to us, we will deliver them to the bank in exchange for their check for the agreed purchase price.

We realize that some question may arise, due to the delay, as to whether the purchase price should not be increased, to take care of any interest. The Bank informs us that

-cont'd.

*Write Anderson
7/14/39.*

File

July 5, 1939.

*Copy of attached letter,
by-laws for accompanying
resolutions sent to SORG & SORG
by registered mail 7/26/39*

SORG AND SORG

West China Union University - continued.

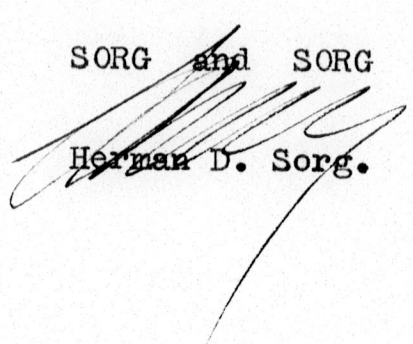
July 5, 1939.

such interest payments as have been received on these certificates have been forwarded to you already and that they are only willing to pay the stipulated price at the present time. In view of all the circumstances, we assume that if you can even now get the price offered for the certificates it will be acceptable to you.

Very truly yours,

HDS:BB
Enc. 1.

SORG and SORG


Herman D. Sorg.

09 15

Fidelity Union Trust Company,
755 Broad Street,
Newark, New Jersey.

(date)

Gentlemen:

Under date of January 30, 1939, and as Trustee under the Paragraph "Sixth" of the Last Will and Testament of J. Ackerman Coles, deceased, you remitted to the undersigned, WEST CHINA UNION UNIVERSITY, the sum of \$2,108.69 as its distributive share of the accumulated income from the trust fund established under said Paragraph "Sixth". Payment of said sum was made by your check for \$1,499.06 and by the assignment to the undersigned, at a total valuation of \$609.63, of the following certificates of beneficial interest issued by you (said certificates replacing mortgage participation certificates originally issued by Fidelity Union Title & Mortgage Guaranty Company) to wit:

<u>Cert. No.</u>	<u>Mortgage Investment No.</u>	<u>Proportionate Share</u>
108	66912	58.06/187500
22	68711	32.26/8000
50	73934	64.52/139000
18	74022	154.84/6520
31	75982	45.16/39536.02
148	76366	48.39/480000
94	80348	51.61/350000
58	81418	35.49/135000

The undersigned desires to dispose of said certificates of beneficial interest and same are herewith offered for sale to you, individually and not as Trustee, as aforesaid, for the sum of \$526.63, subject to your acceptance of said offer within fifteen (15) days from the date hereof.

In order to induce you to accept said offer, you are hereby advised that it is understood that such purchase by you of said certificates of beneficial interest will be made only upon the express representation and agreement that the undersigned will at no time hereafter raise any question as to the propriety and legality of the investment, and continuance of investment, by you as Trustee as aforesaid, of said accumulated income or any part thereof, in said certificates of beneficial interest or the said mortgage participation certificates to which the said certificates of beneficial interest are the successors.

Very truly yours,

WEST CHINA UNION UNIVERSITY,

By _____

09 16

July 14, 1939

Redated July 26, 1939

Fidelity Union Trust Company
755 Broad Street
Newark, New Jersey

Gentlemen:

Under date of January 30, 1939, and as Trustee under the Paragraph "Sixth" of the Last Will and Testament of J. Ackerman Coles, deceased, you remitted to the undersigned, WEST CHINA UNION UNIVERSITY, the sum of \$2,108.69 as its distributive share of the accumulated income from the trust fund established under said Paragraph "Sixth". Payment of said sum was made by your check for \$1,499.06 and by the assignment to the undersigned, at a total valuation of \$609.63, of the following certificates of beneficial interest issued by you (said certificates replacing mortgage participation certificates originally issued by Fidelity Union Title & Mortgage Guaranty Company) to wit:

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The undersigned desires to dispose of said certificates of beneficial interest and same are herewith offered for sale to you, individually and not as Trustee, as aforesaid, for the sum of \$526.63, subject to your acceptance of said offer within fifteen (15) days from the date hereof.

In order to induce you to accept said offer, you are hereby advised that it is understood that such purchase by you of said certificates of beneficial interest will be made only upon the express representation and agreement that the undersigned will at no time hereafter raise any question as to the propriety and legality of the investment, and continuance of investment, by you as Trustee as aforesaid, of said accumulated income or any part thereof, in said certificates of beneficial interest or the said mortgage participation certificates to which the said certificates of beneficial interest are the successors.

WEST CHINA UNION UNIVERSITY,

By _____

Very truly yours,

WEST CHINA UNION UNIVERSITY,

By _____

0917

SORG AND SORG
COUNSELORS AT LAW
744 BROAD STREET
NEWARK, N. J.

July 28, 1939.

Trustees of Lingnan University,
150 Fifth Avenue,
New York, New York.

Attn: Mr. Wannamaker.

Re: Estate of J. Ackerman Zoles.

Gentlemen:

As you know, acting on behalf of American Baptist Foreign Mission Society, Woman's American Baptist Foreign Mission Society, West China Union University and yourselves, we have been working upon the matter of the sale of Fidelity Union Trust Company participation certificates to the Trust Company individually. The Trust Officer who is handling the matter requested that when the papers had been received from all of the Societies we should submit them for final approval to their counsel. The last of these papers were received today and we accordingly took the matter up with the counsel for the bank.

At the time we wrote you heretofore, we had been informed that if we would submit the documents which we asked you to send to us they would be acceptable. However, counsel now informs us that because of some difficulty had with other parties they do not feel they should accept the resolution as passed by your Finance Committee inasmuch as it does not cover the following:

1. Your by-laws give the Finance Committee power to authorize the execution, by the proper officers, of conveyances, releases and contracts. The resolution, however, merely instructs you, as secretary, to "sell" and does not specifically authorize you to execute either the transmitting agreement or the assignments on the back of the certificates themselves.
2. The resolution refers to certificate numbers 16, 20, 29, 48, 56, 92, 106, 146, but in no instance does it set forth the mortgage investment in which those certificates form a part.

It would seem to me that the best way to handle the

-cont'd.

0918

SORG AND SORG
COUNSELORS AT LAW
744 BROAD STREET
NEW YORK

Trustees of Lingnan University ~~NEW YORK~~ continued.

July 28, 1939.

situation and try to satisfy the bank, would be to prepare a resolution, specifically authorizing you to execute the letter, which I will set forth in the resolution in full, and any and all other documents, assignments, etc. necessary to complete the transaction and make delivery of the certificates to said Fidelity Union Trust Company and to receive their check in payment thereof. If you thus quote the letter in full in your resolution I am certain that the Trust Company cannot then raise the question as to your authority to execute the same. Of course, since the resolution will have to be passed hereafter, it will be necessary that a new letter be written and dated, which will be the same as the letter heretofore sent us, but dated subsequent to the date of passage of the resolution. When that letter of transmittal is forwarded, will you also be sure to have the seal of your organization attached to the letter itself.

When you forward the new letter, you will, of course, have to make a new certificate as to the authority of the Finance Committee to authorize the sale and a certified copy of their resolution.

I am holding the eight certificates in our vault, which you recently forwarded to us, awaiting receipt of the above.

Very truly yours,

HDS:BB

SORG and SORG

Herman D. Sorg.

ack 7/29/39

SORG AND SORG
COUNSELORS AT LAW
744 BROAD STREET
NEWARK, N. J.

H. THEODORE SORG
HERMAN D. SORG

July 28, 1939.

West China Union University,
150 - Fifth Avenue,
New York, New York.

Attn: Mr. C. A. Evans.

Re: Estate of J. Ackerman Coles.

Gentlemen:

I am enclosing a copy of a letter, written today to Trustees of Lingnan University, attention of Mr. Wannamaker, which will be self-explanatory of the situation with regard to the transmittal to the Fidelity Union Trust Company of the eight mortgage certificates which you sent us. I notice that your letter of transmittal is executed by Mr. Garside and yourself, both as Assistant Treasurers. Also enclosed with your letter is a mimeographed copy of your by-laws.

Frankly, I am not certain by what authority you are executing these agreements. In any event, however, it will also be necessary for you to have the proper Committee or body pass the resolution which I referred to in my letter to Mr. Wannamaker, adjusted, of course, as to certificate numbers, and then to have your secretary issue his certificate, under seal, setting forth the resolution and the authority by which the resolution was passed.

I also note that you did not have the signatures on the mortgage certificates guaranteed by a bank. If you will let me know when the proper resolution, etc. can be delivered, I can make arrangements to return the certificates to you, probably by messenger, and arrange to get those signature guarantees when needed.

With personal regards,

Very truly yours,

HDS:BB
Enc. 1.

SORG and SORG

Herman D. Sorg
Herman D. Sorg. BB

0920

July 29, 1939

Mr. Herman D. Sorg
Sorg and Sorg
744 Broad Street
Newark, N. J.

Re: Estate of J. Ackerman Coles

Dear Mr. Sorg:

Your letter came to hand this morning and I have used our usual form of sale of securities amending it to fit this situation.

As the Secretary has attested to the signatures on the certificates it will be necessary for him to sign the resolution, and it is, therefore, necessary for us to have it correct.

Will you kindly let me know if the enclosure is all right.

Very truly yours,

C. A. EVANS

CAE/B
ENC.

0921

SORG AND SORG
COUNSELORS AT LAW
744 BROAD STREET
NEWARK, N. J.

H. THEODORE SORG
HERMAN D. SORG
P. R. PARVIN

August 18, 1939.

ack
8/21

West China Union University,
150 - Fifth Avenue,
New York, New York.

Attn: Mr. C. A. Evans.

Re: Estate of J. Ackerman Coles.

Gentlemen:

Herewith enclosed you will find the check of Fidelity Union Trust Company to your order, for \$526.63, in payment of the agreed purchase price of the certificates of beneficial interest sold by you to them.

In view of the fact that the bank has made payment, it will not be necessary for you to pass any further resolutions.

Very truly yours,

HDS:BB
Enc. 1.

SORG and SORG

[Signature]
Herman D. Sorg.

1 ck. attached

Dep 8/22/39

0922

RE: ~~CERTIFICATE~~ OF DR. J. ACKERMAN COLES TO THE WEST
CHINA UNION UNIVERSITY.

State of Pennsylvania)
County of Montgomery) ss:

GEORGE VAUX, JR., being duly affirmed according to law doth
depose and say:

FIRST: That his residence is at Bryn Mawr, Pennsylvania,
and that for some time prior to January 1926 he had been the
treasurer of the West China Union University whose institution is
located at Chengtu, West China, with an office at One hundred and
fifty Fifth Avenue, New York City, New York; that he retired from
such position and has been succeeded in that office by William O.
Gantz, Esquire, whose office is at the aforesaid address, One
hundred and fifty Fifth Avenue, New York City.

SECOND: That this deponent was acquainted with Dr. J.
Ackerman Coles during the lifetime of the latter and had seen
him on several occasions in connection with matters relating to
the West China Union University. This acquaintance started
several years ago when Dr. Coles sent for the deponent, who called
on him at his residence in the City of New York, and thereupon Dr.
Coles handed to said deponent as a gift, the principal to be kept
intact for the support of a dormitory building at the said Univer-
sity, ten thousand dollars (\$10,000.) in coupon bonds, the cost
of said building having been paid, as this deponent knew just about
the time he became treasurer of the said institution, by the said
Dr. J. Ackerman Coles.

THIRD: That an endeavor was made to interest Dr. Coles in
the erection of other buildings or to endow other work at the said
University and finally Dr. Coles intimated that he might be willing
to give a clock and bell to the University and be at the expense of
erecting a clock tower. The architects for the University, Messrs.
Fred Rowntree and Son of London, England, were then instructed to
make a suitable plan for such clock tower in order that it might be
submitted to Dr. Coles with the thought of thereby so stimulating
his interest in the undertaking that the same would take a concrete
form. At this time Dr. Coles was living at Scotch Plains, New Jer-
sey, and this deponent, together with Dr. Ralph A. Ward, now residing
in China but who was at that time in New York City, actively engaged
in the management of the West China Union University, went to Scotch
Plains to lay these plans before Dr. Coles. To the best of the
deponent's recollection this was done in the year 1923. The plans
did not appeal to Dr. Coles and he said he would not be interested
in them as they were too elaborate, that he would be interested,
however, in a certain other general design if the architects could
get up something conforming with his views and he thereupon showed
to Dr. Ward and this deponent pictures he had of Chinese temples,
pagodas, and other similar buildings which more nearly embodied his
idea.

0923

Re: Gift of Dr. J. Ackerman Coles to the
West China Union University
Affidavit of Goerge Vaux, Jr.

FOURTH: That in accordance with the intimations thus given by Dr. Coles the architects were instructed to prepare new plans, which they did and sent them to this country. They reached this deponent as treasurer of the said Institution about April 1924 and on April 24th, 1924, in company with the said Dr. Ralph A. Ward, deponent again visited Dr. Coles at his home in Scotch Plains, New Jersey, showing him the revised plans. He then expressed great satisfaction with them and stated he would like to erect such a clock tower and desired to know the cost of such. This had been roughly estimated at about Four Thousand Dollars (\$4,000) for the building with incidental expenses of architects commissions, et cetera, et cetera, making an additional thousand dollars thus bringing the total cost to about Five thousand dollars (\$5,000.). Dr. Coles expressed his satisfaction therewith and insomuch as he had previously individually ordered the construction of the clock and bell by the Meneely Bell and Foundry Company of New York City, New York, he requested that they be furnished with dimensions in order that the details of their work might be such that when the tower was finished the clock and bell could be erected properly. Dr. Coles promised verbally to pay the expense for the erection of the clock tower, the understanding being it would cost about Five thousand dollars (\$5,000) and thereupon went to his check book and drew a check for the sum of One Thousand Dollars (\$1,000.), handing it to this deponent as a first payment on account of the cost of the building with the request that he be communicated with when more money was needed. Acting on this promise the work was gone on with and later, in January 1925, Dr. Coles, at this deponent's request, sent him further remittance of Three thousand dollars (\$3,000.) on account of his promise, which promise had been entered on the books of the treasurer as being for the sum of Five thousand dollars (\$5,000.), which was for the building alone, the clock and bell with the cost of erection thereof being paid for by Dr. Coles himself individually. At the time when this deponent ceased to be treasurer, his books in account with the West China Union University showed there was still due and unpaid by Dr. Coles the sum of One thousand dollars (\$1,000.).

FIFTH: That in the conversation which Dr. Coles had with the said Dr. Ward and this deponent he further intimated that his interest was to have a creditable clock tower erected and that should the cost vary so as to be in excess of what was contemplated in the rough, preliminary estimate given him and more money be required he would not object to sending such when further application was made to him.

(Signed)

George Vaux, Jr.
Bryn Mawr, Penna.

State of Pennsylvania:

: ss.

County of Delaware :

On this 9th day of October A. D. 1926 before me the subscriber a Notary Public in and for the County and State aforesaid, personally appeared George Vaux Jr. who being duly affirmed according to law, did depost and say that the fact set forth above are true and correct

0924

Re: Gift of Dr. W. A. Ackerman Coats to the
West China Union University
Affidavit of George Vaux, Jr.

to the best of his knowledge, information and belief.

Affirmed and subscribed before me the day and year aforesaid.

(Signed)

Notary Public

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0925

CHINA
TRANSFER

COPY OF LAST WILL AND
TESTAMENT
OF
J. ACKERMAN COLES
WHO DIED
DECEMBER 16, 1925

Dated
June 5, 1925
Proved in Office
of Surrogate
of Union County
December 28,
1925

COPY OF SURROGATE'S CERTIFICATE

2854479

0926

COPY OF
LAST WILL AND TESTAMENT
OF
J. ACKERMAN COLES

WHO DIED DECEMBER 16, 1925

I, J. ACKERMAN COLES, of Scotch Plains, in the County of Union and State of New Jersey, being of sound and disposing mind, memory and understanding, do make, publish and declare this my last will and testament, in manner following, that is to say:

First: I hereby revoke any and all wills by me at any time heretofore made.

Second: I direct the payment of all my just debts, funeral and testamentary expenses as soon as convenient after my decease.

Third: I give and bequeath to my friends, the Reverend Dr. William A. Stanton, of Kurnool, South India, and his wife, Elizabeth Stanton, each Five Hundred Dollars; and to my friends, Reverend Dr. David Downey, of South India, Five Hundred Dollars, and to his wife, Ann Downey, One Hundred Dollars; and to my friends, Reverend Dr. Brainard J. Rockwood and his wife, Minnie Rockwood, each One Hundred Dollars; and to my friends, John S. Sheldon and Paul C. Downing, each One Thousand Dollars; and to George H. Henderson of New York, his note of Five Hundred Dollars; and to Beulah Crane, wife of William M. Crane, Fifty Dollars; and to Reverend Lloyd C. Smith, of Nellore, South India, One Hundred Dollars, and to Mrs. Smith, his wife, One Hundred Dollars. I also give and bequeath to the three children of George H. Henderson, to wit: Katharine, Eleanor and Ruth, each Fifty Dollars, and

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to the said George H. Henderson's wife, Mrs. Henderson, Fifty Dollars, and to Richard Whitenack, son of Thomas S. Whitenack, Fifty Dollars, and to the wife of Thomas S. Whitenack, Ora Whitenack, Fifty Dollars. I give and devise to Thomas S. Whitenack the lot adjoining his residence on Clinton Avenue, Scotch Plains, New Jersey, and known as Lot Number 8, Block D on Map of Lots of the Scotch Plains Baptist Church; and to Charles Yoerk the four lots numbers 36, 37, 38 and 39, Block 8, on Map of the Stanberry Farm, Scotch Plains, New Jersey; I also give to said Charles Yoerk the free use of the house and lot he now occupies for and during the term of his natural life. I give and bequeath to Frederick, son of the said Charles Yoerk, Fifty Dollars, and to Emma Yoerk, wife of said Charles Yoerk, Fifty Dollars; to Joseph B. Eller, Two Hundred Dollars; to Gustav Hersch and his wife, Augusta Hersch, and to their helpful daughter, Charlotte, each the sum of Fifty Dollars; and to Edward Kern, Fifty Dollars. I give and bequeath to my cousin, Marion S. Ackerman, Sr., the portraits of our departed grandparents, Mr. and Mrs. Jonathan C. Ackerman, and to the New Jersey Historical Society the portrait of my father, Abraham Coles, M.D., Ph.D., LL.D.; and to Mrs. Mabel Martin Wright of New Brunswick, New Jersey, if living, my Steinway Baby Grand Piano; and, if dead, I give the said piano to Dora M. Bayles, if living; and if dead, to her sister, Mrs. Annette B. Lopez.

Fourth: I give and bequeath my paintings, statuary and other works of art to the Newark Museum Association of Newark, New Jersey.

Fifth: In the management of my property it is my desire that my country residence with its outbuildings at Scotch Plains, New Jersey, shall be kept in good repair at the expense of my estate until the same is sold or leased to a desirable party or parties, and that until sold or whenever not leased the grounds shall be cared for at the expense of my estate to the extent of keeping

the front lawns mowed, and the front paths free from weeds. Should my executor consider it best to lease my country residence and grounds rather than to sell them I authorize the doing of it and the retaining of enough of the furniture furnishings and appurtenances thereof to render the same attractive and useful for a careful and desirable tenant. The works of art therein, included in such letting, shall not be delivered to the Newark Museum under the gift made to it until the end of the leasehold and, if then not needed or wanted by it, shall be sold at private sale.

Sixth: I give and devise all my real estate situate in the City of New York and State of New York to my executors, in trust, nevertheless to hold the said real estate or its proceeds during the lifetimes of my first cousins, Lydia A. Murphy and Marion S. Ackerman, Sr.; to sell the same under the option contained in the lease made between me and Novem Realty Corp., or, if said option shall not be availed of, then generally to sell the said real property at such times, for such price and upon such terms as my said trustees shall determine; to invest the proceeds from the sale of the said real property, making reinvestments as occasion may require; to collect and receive the rents, issues, profits and income thereof and to distribute the net total income of the said trust estate among the same beneficiaries, in the same shares, manner and estates as the net income of the residuum of my estate, after the payment of annuities, is, by the terms of this will, to be distributed, and upon the death of the survivor of the said Lydia A. Murphy and Marion S. Ackerman, Sr., to divide the corpus of my said trust estate among the same beneficiaries and in the same shares, manner and estates as, by the terms of this will, the corpus of the residuum of my estate is to be divided.

Seventh: All the rest, residue and remainder of my estate, both real and personal, I give, devise and bequeath to my executor, in trust, nevertheless, to hold

the same during the following twelve lives (hereinafter spoken of as the "twelve lives"), to wit: Ernest R. Ackerman, Marion S. Ackerman, Sr., Maria Ackerman Rushmore, Lydia A. Murphy, Caroline E. Lindsley, William M. Crane, Marion S. Ackerman, Jr., Warren Ackerman, James Harvey Ackerman, Richard Crane, son of William M. Crane, Howard Crane, son of William M. Crane, and Jeanie Chambers, niece of William M. Crane, and the survivors of them and until the death of the last of said lives: to manage the same with power to grant such leaseholds as it may deem wise; to invest and reinvest the same as occasion may require; and in its discretion, but at private sale only, to convert into personalty any real estate of which I may die seized; to collect and receive the rents, issues, profits and income thereof; and out of the net total income of said trust estate to pay the following net annuities to each of the persons hereinafter designated as long as such persons shall live, said annuities to be paid in quarterly payments, to wit: to the Reverend Dr. J. Madison Hare, formerly of Scotch Plains, New Jersey, an annuity of Two Hundred Dollars; to Edith Whitenack, daughter of Thomas S. Whitenack, of Scotch Plains, New Jersey, an annuity of Four Hundred Dollars, and to her father, Thomas S. Whitenack, an annuity of Two Hundred Dollars; to Charles A. Bayles, now of 15 Chambers Street, Princeton, New Jersey, an annuity of Two Hundred Dollars; to his wife, E. May Bayles, an annuity of Four Hundred Dollars; to Dora M. Bayles, the daughter of Mr. and Mrs. Charles A. Bayles, an annuity of Four Hundred Dollars; to Mrs. Annette B. Lopez, daughter Mr. and Mrs. Charles A. Bayles, an annuity of Four Hundred Dollars; to Mrs. Laura Wayne of Grove Street, Plainfield, New Jersey, an annuity of Two Hundred Dollars; to William A. Vandeventer of Grove Street, Plainfield, New Jersey, an annuity of Two Hundred Dollars; to Ellen and Clara Douglas, sisters of Malcolm Douglas of

New York, an annuity of Two Hundred Dollars each; to Gladys Roehr, niece of Harry F. Guest of 60 Broadway, New York, N. Y., an annuity of Four Hundred Dollars; to Virginia E. Osborn, daughter of Robert Osborn and now living with Mrs. Sheffield of Ausable Forks, New York, an annuity of Four Hundred Dollars; to Ralph Osborn, now of Creston Avenue in the Bronx, New York, an annuity of Four Hundred Dollars; to Mabel Martin Wright and Mary E. Vandeventer, now of 259 Seaman Street, New Brunswick, New Jersey, each an annuity of Two Hundred Dollars; and to divide the balance of said net annual income into four equal parts, reserving and accumulating one of said equal parts and adding the same with its accumulations thereon to the corpus of my estate until the distribution of the said corpus as in this will provided for; and dividing and distributing the remaining three parts of said net income quarterly as hereinafter named to the designated natural persons or such of them as may survive, and among the charities hereinafter named, or such of them as shall then be existent, in such manner that each beneficiary may receive and have the following designated number of equal shares thereof, to wit: to Ernest R. Ackerman, one share; to Marion S. *Marion*, Sr., one share; to Marion S. Ackerman, Jr., one share; to Warren Ackerman, one share; to James Harvey Ackerman, one share; to Caroline E. Ackerman, now Mrs. Lindsley, one share; to Maria Ackerman Rushmore, one share; to Lydia A. Murphy, one share; to William M. Crane, one share; to Richard Crane, son of William M. Crane, one share; to Howard Crane, son of William M. Crane, one share; to Jeanie Chambers, niece of William M. Crane, one share; to the American Baptist Foreign Mission Society, seven shares, in trust, nevertheless, to apply one of said shares for the upkeep and extension of the buildings of the Memorial Church at Kurnool, South India; one of said shares for the upkeep and extension of its high school buildings at Kurnool, South India;

one of said shares for the upkeep and extension of the Emily S. Coles and Mrs. Elizabeth Stanton buildings and for the upkeep and extension of the buildings of the Industrial and Agricultural Branch at Kurnool, South India; one of said shares for the upkeep and extension of its high school and other buildings devoted to its charitable uses at Nellore, South India; and one of said shares for the upkeep and extension of the buildings of the Industrial and Agricultural Branch at Nellore, South India; and one of said shares for the upkeep and extension of the buildings of the Stanton-Coles Village and Farms, near Kurnool, South India; and one of said shares for the upkeep and extension of the buildings of the International Baptist Seminary (No. 64 South Main Street, East Orange, New Jersey) in memory of my sister, Miss Emilie S. Coles: To the Woman's American Foreign Mission Society (No. 276 Fifth Avenue, New York, N. Y.), one share, to apply the same to the upkeep and extension of the Emilie S. Coles Memorial and its other buildings devoted to its charitable uses at Nellore, South India; to West China Union University, Chengtu, China, one share, for the upkeep and extension of its buildings; to Hope College, Holland, Michigan, one share, for the upkeep and extension of its Buildings; to Thessalonica Agricultural College, near Selonica, Greece, one share, for the upkeep and extension of its buildings; to the Scotch Plains Baptist Church and Congregation, two shares; one of said shares to be applied to the upkeep, extension and insurance of its church buildings and one of said shares to be applied to the upkeep, extension and insurance of its parish house; to Memorial Home for Orphans at Mountainside, Union County, New Jersey, one share, for the upkeep and extension of its buildings; to Emilie S. Coles Memorial Highland Home at Mountainside, Union County, New Jersey, (branch of the Home of the Friendless of Newark, New Jersey), one share, for the upkeep and extension of its buildings; to Westfield Home for Crippled Children (in

memory of Mrs. J. C. Ackerman Bucknell and Mrs. M. L. Ackerman Hoyt) at Mountainside, one share, for the upkeep and extension of its buildings; to Children's Aid Society for Prevention of Cruelty to Children, Mulberry Street, Newark, New Jersey, one share, for the upkeep and extension of its buildings; and to the Woman's Union Missionary Society of America (mission rooms No. 67 Bible House, New York, N. Y.) in memory of my beloved aunt, Mary S. Ackerman Hoyt, one share, for the upkeep and extension of the Hoyt Hospital Buildings at Jhansi, India; and to the Canton Christian College of Canton, China, one share, for the upkeep and extension of its buildings.

Upon the death of the last of said "twelve lives" my said trustees shall convert my said trust estate into money, provided, always, that the real estate is not to be disposed of at auction or public sale, and shall divide the corpus of the same, including therein the aforesaid reserved portion of the income with its accumulations and all legacies and devises which may lapse or otherwise fail which are hereby made part of said residuum of my estate, into as many equal shares as shall be required to make the following distribution among the charities hereinafter named or such of them as shall then be existent, paying over one of said equal shares to the said West China Union University, Chengtu, China, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Hope College, Holland, Michigan, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Thessalonica Agricultural College, near Selonica, Greece, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Memorial Home for Orphans at Mountainside, Union County, New Jersey, to hold and invest the same and to apply the net income to the

upkeep and extension of its buildings; and one of said equal shares to Emilie S. Coles Memorial Highland Home at Mountainside, New Jersey, (a branch of the Home for the Friendless of Newark, New Jersey) to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Westfield Home for Crippled Children, Mountainside, New Jersey, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; and one of said equal shares to Children's Aid and Society for the Prevention of Cruelty to Children, Mulberry Street, Newark, New Jersey, to hold and invest the same and to apply the net income to the upkeep and extension of its buildings; my said Trustees shall also pay one of said equal shares to the Woman's American Foreign Mission Society, in trust, to hold and invest the same and to apply the net income for the upkeep and extension of its buildings at Nellore, South India; one of said equal shares to the Woman's Union Missionary Society of America, to hold and invest the same and to apply the net income to the upkeep and extension of the Hoyt Hospital Buildings at Jhansi, India; my said trustees shall further pay seven of said equal shares to the American Baptist Foreign Mission Society, in trust, nevertheless, to hold and invest the same and to apply the net income of one of said equal shares for the upkeep and extension of the buildings of the Memorial Church at Kurnool, South India; and of one of said equal shares for the upkeep and extension of its high school buildings and its other buildings devoted to its charitable uses at Kurnool, South India; and of one of said equal shares for the upkeep and extension of the Emilie S. Coles and Mrs. Elizabeth Stanton Buildings and for the upkeep and extension of the buildings of the Industrial and Agricultural Branch at Kurnool, South India; and of one of said equal shares for the upkeep and extension of its high school and other buildings devoted to its charitable uses at Nellore, South India; and of one of said

equal shares for the upkeep and extension of the buildings of the Industrial and Agricultural Branch at Nellore, South India; and of one of said equal shares for the upkeep and extension of the buildings of the Stanton-Coles Village and Farms, near Kurnool, South India; and of one of said equal shares for the upkeep and extension of the buildings of the International Baptist Seminary (No. 64 South Main Street, East Orange, New Jersey), in memory of my sister, Miss Emilie S. Coles; and my said Trustees shall also pay two of said equal shares to the Trustees of the Scotch Plains Baptist Church, to hold and invest the same and to apply the net income of one of said shares for the upkeep, extension and insurance of its church buildings and of one of said shares for the upkeep, extension and insurance of its parish house; and my said trustees shall also pay one of said equal shares to Canton Christian College of Canton, China, to hold and invest the same and to apply the income for the upkeep and extension of its buildings: provided, always, that upon the death of the last of all of said "twelve lives", there being then other annuitants living, enough of the corpus of my said residuary estate shall be set aside to produce an income sufficiently large for the payment of the annuities to the living annuitants; which portion of said principal shall be distributed after the death of the last of said annuitants.

Eighth: Whereas, I am one of the beneficiaries under the last will of Warren Ackerman, deceased, late of Scotch Plains, in the County of Union, New Jersey, under whose will I am authorized to direct, by my duly executed will and testament, the payment of the principal of the share which has been set apart for me; now, therefore, pursuant to said authority, I do hereby direct said principal to be paid to my executor, and I direct said executor to hold the same in trust for the like period during which the residuum of my own estate is directed to be held by it, and during said

period to manage and invest the same in the like manner in which my trustee is directed to manage and invest the residuum of my own estate; and to divide and pay over the net income among the same beneficiaries and in the same shares, manner and estates as I have directed by this will that the net income of the residuum of my own estate, after the payment of the annuities charged against the same, shall be distributed and divided: and also to divide and pay over the corpus of the said trust estate among the same beneficiaries and in the same shares, manner and estates as I have directed by this will that the corpus of the residuum of my own estate shall be distributed and divided; provided, always, that the estate disposed of by me under this paragraph of my will shall not be held longer by my trustee than the death of the last survivor of my said first cousins named in this will, (to wit: Ernest R. Ackerman, Marion S. Ackerman, Sr., Maria Ackerman Rushmore, Lydia A. Murphy, Caroline E. Lindsley and William M. Crane) who was living at the time of the death of the said Warren Ackerman.

In the event the appointment which I have made under the last will of Warren Ackerman, deceased, as in this clause heretofore contained, shall for any reason fail then I make the following exercise of the said power, to wit: I direct the said principal to be divided and paid among the same beneficiaries and in the same shares, manner and estates, as by the terms of this will the corpus of the residuum of my estate is to be divided and paid.

Ninth: Whereas I am executor of and trustee under the will of Ezra P. Hoyt, deceased, now, if it should so happen that by reason of the depreciation in the market value of the securities purchased in the administration of the estate the funds of the estate for the payment of any unpaid legacy given by said will are deficient, then it is my will and I direct that my said

executor shall make good out of the assets of my estate, the deficit. As executor, I have taken neither payment nor fee from the principal of said Ezra P. Hoyt's estate and have made good certain losses due to the depreciation of the market value of certain bonds. I have appropriated for my use only the interest and income as provided in said will.

Tenth: I make, constitute and appoint Fidelity Union Trust Company of Newark, New Jersey, Executor of and Trustee under this my last will and testament and give to it full power and authority, either as Executor or Trustee, to dispose of any and all real estate at private sale upon such terms as it may deem advisable, and to make good and sufficient conveyances in the law therefor; and, further, I direct that no bond shall be required of it, either as Executor or Trustee, for the administration of my estate in any jurisdiction. I also direct my executors in the administration of my estate to pay out of my estate all Federal and State taxes or impositions which may be levied or become payable by any of the beneficiaries named in this will because of any gift, legacy or devise by this will given.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this—Fifth—day of June, Nineteen Hundred and Twenty-five (1925).

J. ACKERMAN COLES. (Seal)

The foregoing will, consisting of twelve typewritten pages, including this page, each page identified by the signature of the said J. Ackerman Coles on the margin thereof, was signed, sealed, published and declared by the said J. Ackerman Coles as and for his last will and testament in the presence of us who were present at the same time, and who, thereupon, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

EDWARD A. PRUDEN, Newark, N. J.

CHARLES F. ELLERY, East Orange, N. J.

EDWARD SCHICKHAUS, JR., Newark, N. J.

STATE OF NEW JERSEY.

COUNTY OF UNION.

I, CHARLES N. CODDING, Surrogate of the County of Union, do certify the annexed to be a true copy of the last Will and Testament of J. ACKERMAN COLES, late of the County of Union, deceased, and that Fidelity Union Trust Company of Newark, N. J., the Executor therein named, proved the same before me, and is duly authorized to take upon itself the administration of the Estate of said Testator, agreeably to said Will.

Witness my hand and seal of office, the twenty-eighth day of December, in the year of our Lord one thousand nine hundred and twenty-five.

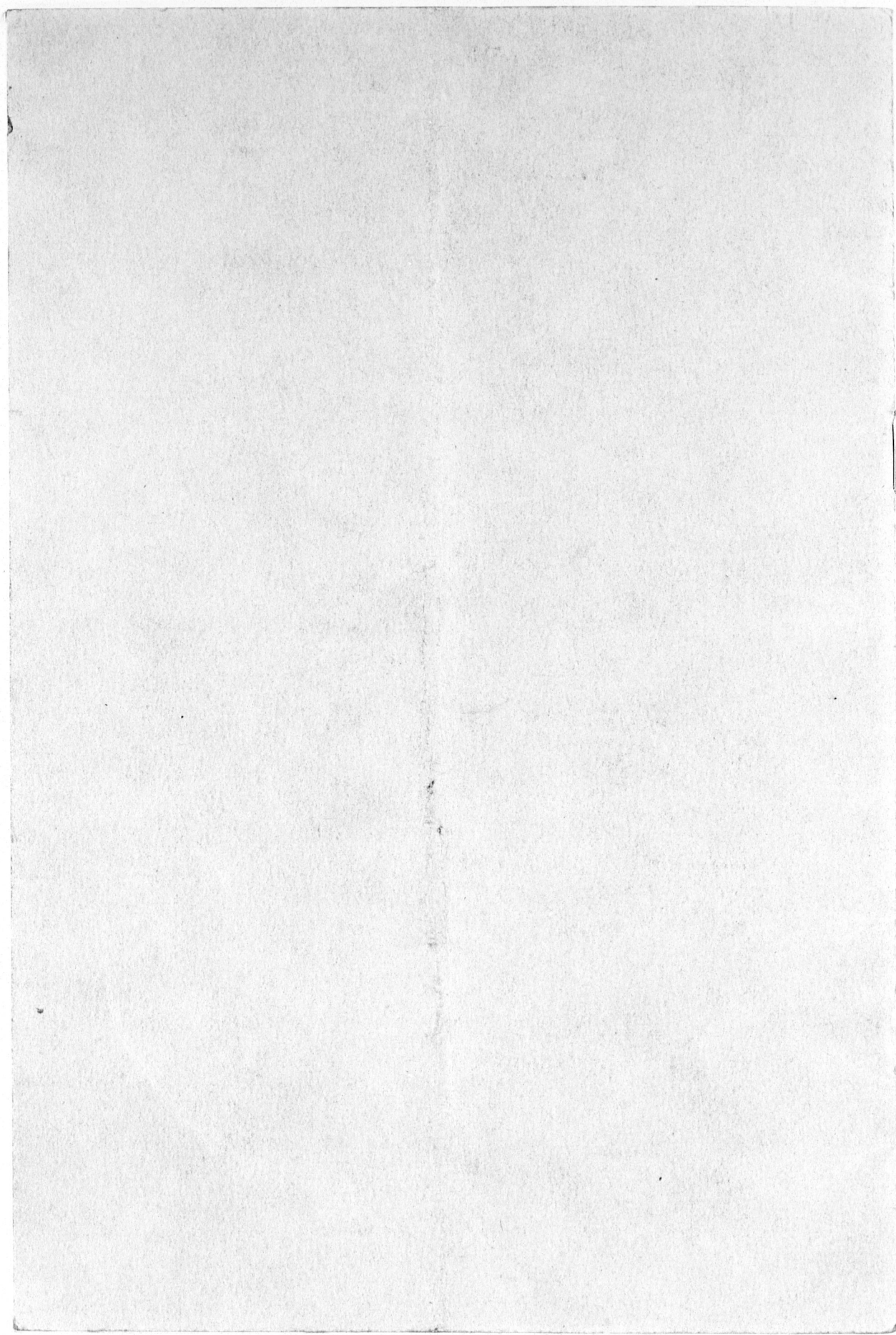
CHARLES N. CODDING,
Surrogate.

By
W. B. PARROT,
Deputy Surrogate.

(SEAL)

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WEST
CHINA
UNION
UNIVERSITY
TRANSFER

A GIFT IN PERPETUITY FROM
JONATHAN ACKERMAN COLES,
M.D., LL.D.
TO THE WEST CHINA UNION UNI-
VERSITY OF CHENG TU, CHINA

This is one of the Bonds of ten thousand dollars (\$10,000.00) face value, given by Jonathan Ackerman Coles, M.D., LL.D., to the West China Union University, Chengtu, China, in memory of his grandmother, Mrs. Maria Smith Ackerman, the wife of his grandfather, Mr. Jonathan Combs Ackerman, for the insurance, care and betterment of the Jonathan Combs Ackerman Students' Home and Chapel, given by Jonathan Ackerman Coles, M.D., LL.D.

The Bonds are to be kept until their maturity and when paid the principal of each Bond is to be reinvested and the interest thereon alone used for said purposes.

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