

LAST WILL AND TESTAMENT

of

CHARLES H. HACKLEY.

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1.  
Witnessed Feb. 15<sup>th</sup> 1905

Elmer H. Green

James A. Carter

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CHARLES H. HACKLEY.

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7.  
Witnessed Feb. 15<sup>th</sup> 1905

Elmer H. Green

James F. [unclear]

*[Signature]*

I, CHARLES H. HACKLEY, of the city of Muskegon, in the county of Muskegon, and state of Michigan, do hereby make and publish my last will and testament, intending thereby to dispose of all my worldly estate of which I shall be possessed at the time of my decease.

1. I direct that all my just debts, including funeral expenses and the expense of the administration of my estate, be paid by my executors.

2. I give and bequeath unto my beloved wife, Julia E. Hackley, all my household goods, pictures, plate and family horses, carriages, sleighs and property pertaining thereto, absolutely and forever.

3. I give, devise and bequeath to my wife, Julia E. Hackley, and to her heirs and assigns forever, absolutely, the following property situate in the city of Muskegon, county of Muskegon, and state of Michigan, known and described as lot number seven (7) and the west half (1/2) of lot number eight (8) of block number seventy-five (75) of said city of Muskegon, according to Smalley's survey and map of said city, and being the same property which now constitutes my homestead.

4. Should my co-partner, Thomas Hume, of the firm of Hackley & Hume, survive me, I will and direct that said co-partnership shall not be dissolved by my death, without the consent of said Thomas Hume, and if said Thomas Hume so elects, said partnership shall be continued and its business may be carried on by him in said firm name without let or hindrance from my heirs or representatives for a period of not exceeding ten (10) years from my death (unless in the meanwhile

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said Thomas Hume should also die) in order that the affairs and business of said co-partnership of Hackley & Hume may be gradually wound up and settled and its property disposed of so far as possible during said period of ten (10) years, without loss or embarrassment to my said surviving partner or my estate. And my capital shall remain and be used in said business, and shall not, nor shall any part thereof, be withdrawn while said business is being continued by my said surviving partner during said ten (10) years, without the consent of my surviving partner, except as is provided in the articles of co-partnership, dated May 29, 1896, executed by said Thomas Hume and myself. And I hereby direct and require my said executors and trustees to be controlled and governed in respect to my interest in said co-partnership of Hackley & Hume by the articles of co-partnership last mentioned, and also by all such amendments to said co-partnership articles as shall hereafter be executed by said Thomas Hume and myself.

And I also require and direct my said executors to make, execute, acknowledge and deliver all deeds, contracts or other instruments of, or concerning my interest in the lands or other property of said co-partnership of Hackley & Hume, that my said surviving partner, Thomas Hume, shall deem needful for carrying on or winding up the business of said co-partnership.

5. I direct my executors from and after my decease, to pay to my beloved wife, Julia E. Hackley, for her support, the sum of Five Thousand Dollars (\$5,000.00) per year, or so much thereof as may be required, (in addition to the sum to be paid to her from the net income, rents and profits of the trust estate created in the thirty-fourth (34) clause of this will),

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to make up said sum of Five Thousand Dollars (\$5,000.00) per year; such payment of the whole or a portion of said sum of Five Thousand Dollars (\$5,000.00) to be continued until the net income, rents and profits of the said trust estate shall be equal to the sum of Five Thousand Dollars (\$5,000.00) per year, and shall be paid quarter-yearly, in advance, unless in the meanwhile my said wife shall die, in which case said payments shall cease.

6. I give and bequeath to my adopted son, Charles Moore Hackley, of Muskegon, Michigan, the sum of Fifty Thousand Dollars (\$50,000.00).

7. I give and bequeath to Eva Louise Graffe of Chicago, Illinois, daughter of my niece, Helen H. Brachvogel, the sum of Ten Thousand Dollars (\$10,000.00).

8. I give and bequeath to my niece, Helen H. Brachvogel, the sum of One Hundred Dollars (\$100.00).

9. I give and bequeath to my cousin, Helen C. Clark, of Muskegon, Michigan, the sum of Five Thousand Dollars (\$5,000.00).

10. I give and bequeath to my friend, Benjamin F. Deming, of Chicago, Illinois, the sum of Five Thousand Dollars (\$5,000.00).

11. I will and direct my executors to pay to my aunt, Mary A. Clark, of Crown Point, Indiana, the sum of Three Hundred Dollars (\$300.00) per annum for and during her natural life, to be paid in monthly installments.

12. I give, devise and bequeath to my aunt, Martha

*Charles H. Hackley*

Fuller, of Kalamazoo, Michigan, the following real estate, in fee simple, with buildings thereon situate, being in the city of Kalamazoo, county of Kalamazoo, and state of Michigan, and described as follows, to-wit: the west half (1/2) of lot numbered thirty-five (35) of Starkweather's Addition to the Village (now city) of Kalamazoo, according to the recorded plat thereof on file and of record in the office of the Register of Deeds of said county of Kalamazoo. I also give and bequeath to said Martha Fuller, the sum of One Thousand Dollars (\$1,000.00); and I give and bequeath to each of her children the sum of Five Hundred Dollars (\$500.00).

13. As a testimonial to the faithful services which Mary Jane Herron has rendered to my family for a number of years, and to show my appreciation of the same, I give and bequeath to her the sum of Five Thousand Dollars (\$5,000.00).

14. I give and bequeath to my coachman, Taylor Bullis, the sum of Five Hundred Dollars (\$500.00).

15. I give and bequeath to Mrs. Kate B. Nellis of New York City, the sum of Two Thousand Dollars (\$2,000.00).

16. I give and bequeath to Julia S. Wood, of Muskegon, Michigan, the sum of One Thousand Dollars (\$1,000.00).

17. I give and bequeath to Susie M. Wood, of Muskegon, Michigan, the sum of Two Thousand Dollars (\$2,000.00).

18. I give and bequeath to Charles Henry Hackley Lee, of Muskegon, Michigan, the sum of Two Thousand Dollars (\$2000.00) And if said Charles Henry Hackley Lee shall, within two years after my decease, change his name to Charles Henry Hackley, I then give and bequeath to him an additional sum of Ten Thous-

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and Dollars (\$10,000.00).

19. I give and bequeath to Thomas Hackley Hume, son of Thomas Hume, of Muskegon, Michigan, the sum of One Thousand Dollars (\$1,000.00).

20. I give and bequeath to Julia Hackley Deming, daughter of Charles Deming of Chicago, the sum of One Hundred Dollars (\$100.00).

21. I give and bequeath to Ethel Hackley Smith, Helen Smith and Leigh Hackley Smith, children of Leigh B. Smith, and Erie L. Smith, the sum of One Thousand Dollars (\$1,000.00) apiece.

22. I give and bequeath to Julia Hackley Rainbow, daughter of Charles Rainbow, of Muskegon, Michigan, the sum of One Hundred Dollars (\$100.00).

23. I give and bequeath to my cousin, Mary Citerley, of San Diego, California, the sum of Two Thousand Five Hundred Dollars (\$2,500.00).

24. I give and bequeath to Kittie M. Lee, of Muskegon, Michigan, the sum of Twenty-five Thousand Dollars (\$25,000.00).

25. I give and bequeath to the Muskegon Humane Union of said city of Muskegon, the sum of Fifteen Thousand Dollars (\$15,000.00).

26. I give and bequeath to the Congregational Church in said city of Muskegon, of which my wife is a member, the sum of Five Thousand Dollars (\$5,000.00).

Charles H. Mearns

27. I give, devise and bequeath to The Michigan Trust Company, a corporation of the city of Grand Rapids, the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) in trust, to hold and invest the same forever, and I direct that said The Michigan Trust Company, as trustee as aforesaid, and its successors, shall pay the net income thereof, in each year perpetually to the Public Schools of the City of Muskegon, a body corporate, and that the said net income, or so much thereof as may be necessary, shall be used and expended forever by the Board of Education of said Public Schools in providing suitable instruction, free of charge, for such of the boys and girls of the city of Muskegon as may desire to have the benefits of a Manual Training School, and the residue of said income, if any, to be used by the Board of Education as it may be needed for maintaining, enlarging and equipping the buildings of said Manual Training School. Such School to continue to be the property of the Public Schools of the City of Muskegon, and to be under the control and management of said Board of Education, and the course of instruction and training therein to be substantially such as are usually prescribed by Manual Training Schools of the best class in the country; and after providing adequate accommodation for resident pupils, the Board of Education may admit to said School non-resident pupils, upon such terms and conditions as it may prescribe. I have already given to said Public Schools the sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) as an endowment fund, with the understanding and agreement between said Board of Education and myself, that the net income of said sum shall be used for the same purposes for which I have directed the net income of said bequest of Two Hundred and Fifty Thousand Dollars (\$250,000.00) to be used; and it is my

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intention, by the bequest of Two Hundred and Fifty Thousand Dollars (\$250,000.00) contained in this clause of my will, together with the sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) which I have already given to said Public Schools as aforesaid, to create and give to said Public Schools an endowment fund of Six Hundred and Ten Thousand Dollars (\$610,000.00) in all, for the purposes mentioned in this clause of my will. And I direct that whatever sums shall hereafter be paid by me during my life-time, either to said Public Schools directly or to said The Michigan Trust Company as trustee or otherwise, for the purposes mentioned in this clause of my will, shall be credited on the aforesaid bequest of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and deducted therefrom.

28. I give and bequeath to the Hackley Hospital, a corporation of said city of Muskegon, the sum of Two Hundred Thousand Dollars (\$200,000.00) for the purpose of erecting a hospital building in said city of Muskegon and equipping the same. And I give and bequeath to said Hackley Hospital the further sum of Three Hundred Thousand Dollars (\$300,000.00) as an endowment fund to be invested and re-invested from time to time by said Hackley Hospital and the net income thereof to be used and expended according to its discretion in carrying on the work for which it has been organized. If the erection of said hospital building and the equipment of the same shall cost less than the sum of Two Hundred Thousand Dollars which I have given as above for that purpose, I will and direct that whatever of said sum of Two Hundred Thousand Dollars may remain shall be added to and become a part of said endowment fund

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said trust fund in any year is more than sufficient for the purpose aforesaid, I then will and direct that the residue thereof shall be expended in taking care of lots in said cemetery owned by non-residents of the city of Muskegon, which have been neglected and need care.

32. I have caused the life of Charles Henry Hackley Lee, mentioned in my said will, to be insured in the Mutual Benefit Life Insurance Company of Newark, New Jersey, for the sum of Thirty-three Thousand Dollars (\$33,000.00) for which said Mutual Benefit Life Insurance Company has issued its policy No. 333,625, dated August 11, 1902. Said policy is payable in twenty (20) years, and the annual premiums are fifteen hundred seventy-five and 75/100 dollars (\$1575.75). I hereby give, devise and bequeath the sum of Thirty-five Thousand Dollars (\$35,000.00) to the said The Michigan Trust Company and Thomas Hume, as trustees, for the following uses and purposes, viz: Said trustees shall hold and invest the same and use so much of the income thereof as may be necessary to pay the premiums in each year on said policy until the same matures either by the death of said Charles Henry Hackley Lee or the expiration of said period of twenty years. Any dividends payable on said policy by said Insurance Company shall be applied in paying said premiums, and the net income from said sum hereby set apart, or so much thereof as shall be necessary, shall be used in paying the residue of said premiums, and if the income from said fund shall not be sufficient in any year to pay said premium, I then will and direct my executors to pay the same out of any other funds belonging to my estate, it being my intention to keep said policy in force for the benefit of said Charles Henry Hackley Lee. When said policy shall have

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matured either by the death of said Charles Henry Hackley Lee, or by the lapse of time, as aforesaid, the trust hereby declared in respect of said sum of Thirty-five Thousand Dollars (\$35,000.00) shall come to an end, and said sum shall be paid by said trustees to my executors and shall become part of my general estate. Until said sum shall actually be set apart and paid over to my trustees and a sufficient income derived therefrom, I will and direct that my said executors shall pay the premiums on said policy less any dividends thereon, as aforesaid.

33. All the rest and residue of my estate of whatever name, kind or nature, is hereby designated as my "residuary estate", and shall be disposed of in the manner hereinafter provided.

34. I give, devise and bequeath the equal undivided one-half (1/2) of my residuary estate to the said The Michigan Trust Company and Thomas Hume, as trustees, and to their successors in trust, however, for the following uses and purposes, viz: said Trustees shall hold and invest the same and pay the net income thereof to my wife, Julia E. Hackley, during her natural life, in quarter-yearly payments. I will and direct that my wife may, by her last will and testament, dispose of one-half (1/2) of the principal of the trust estate mentioned in this clause of my will, to such persons or corporations, and for such purposes and objects as she may desire, the same as if it was absolutely her own property, and also that she may, by her last will and testament, dispose of the other half of the principal of said trust estate, to the Public Schools of the City of Muskegon, for the enlargement, furnishing,

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equipment, support and maintenance of the Hackley Public Library and the Hackley Manual Training School, hereinbefore mentioned, or either of them, and to such charitable or benevolent organizations or uses, and to such Churches or Church societies, in the said city of Muskegon, or any or either of them, as she may, by her last will and testament, appoint; and my said wife may exercise the power herein given to her, either by a direct bequest to the beneficiaries, or any of them, or by a valid trust in their favor respectively. And I give, devise and bequeath, from and after the death of my said wife, all of said trust estate mentioned in this clause of my will, which my said wife shall not dispose of or appoint by her last will and testament as aforesaid, to the said The Michigan Trust Company, in trust, to hold and invest the same forever, and I direct that the said The Michigan Trust Company as trustee, as aforesaid, and its successors, shall pay the net income thereof, in each year perpetually, to said Public Schools of the City of Muskegon, and that said net income be used and expended forever, by the Board of Education of said Public Schools, according to its discretion, for the enlargement, furnishing, equipment, support and maintenance of the said Hackley Public Library and the Hackley Manual Training School, or either of them.

35. I direct that any indebtedness which my adopted daughter, Erie L. Smith, or her husband Leigh B. Smith, or both of them, may be owing to me or to my estate shall be included in and form a part of an equal undivided one-quarter of the entire of my residuary estate, and I give and bequeath all such indebtedness to said Erie L. Smith. I give, devise and bequeath to said The Michigan Trust Company and to said

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rest that said The Michigan Trust Company, as trustee as aforesaid, and its successors, shall pay the net income thereof in each year perpetually to said Public Schools of the city of Muskegon, and that said net income be used and expended forever by the Board of Education of said Public Schools according to its discretion, for the enlargement, furnishing, equipment, support and maintenance of the said Hackley Public Library and the Hackley Manual Training School, or either of them.

36. I give, devise and bequeath to my friend and partner, Thomas Hume, the remaining equal undivided one-quarter ( $1/4$ ) of the entire of my residuary estate.

37. I will and direct that none of the legacies given in and by the sixth (6), seventh (7), eighth (8), ninth (9), tenth (10), twelfth (12), fifteenth (15), eighteenth (18), nineteenth (19), twentieth (20), twenty-first (21), twenty-second (22), twenty-third (23), twenty-fourth (24), thirty-fifth (35) and thirty-sixth (36) clauses of this will shall lapse. In case I survive the legatees named in said several clauses, or any of them, I then will and direct that the legacy given to such deceased legatee shall be paid to such persons and in such proportions as would, by the laws of Michigan, be entitled to the personal estate of such deceased legatee, excepting, however, the devise of real estate to my aunt, Martha Fuller, in the twelfth (12) clause of this will, which I give and devise, in case of her death occurring during my life-time, to her heirs-at-law.

38. I will and direct that the legacies given in and by the thirteenth (13), fourteenth (14), sixteenth (16)

Charles K. K. K. K.

and seventeenth (17) clauses of this will shall severally lapse in case I survive the respective legatees named therein.

39. It is my will that the legacies given in and by the sixth (6), seventh (7), ninth (9), tenth (10), twelfth (12), thirteenth (13), fourteenth (14), fifteenth (15), eighteenth (18), nineteenth (19), twentieth (20), twenty-first (21), twenty-second (22), twenty-third (23), twenty-fourth (24), twenty-fifth (25), twenty-sixth (26) and twenty-seventh (27) clauses of this will and the endowment fund mentioned in the twenty-eighth (28) clause of this will, shall severally bear interest at the rate of five (5) per cent. per annum from the date of my decease, to be paid semi-annually to the several legatees. I direct that all other legacies given in this will be paid as soon as convenient to my estate, but without interest.

40. I do authorize and empower the several trustees herein named, and their successors, to hold and invest the several trust estates mentioned in this will, in such securities and property as they may deem judicious, and to take possession of, manage and control the same, and receive the income, rents and profits thereof, and to vary and change the investments of the several trust estates from time to time during the continuance thereof, as to it or them shall seem proper, and said trustees shall be entitled to reasonable compensation for executing the trusts of this will.

41. I hereby declare that the provisions made in this, my will, in favor of my wife Julia E. Hackley, are, and are intended to be, in full satisfaction and recompense of and for her dower and thirds, which she may or can in any wise

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claim or demand of my estate; and also in full satisfaction of her share in my personal estate.

42. If any devisee, legatee or beneficiary under this will, or any codicil thereto, shall contest the same, or oppose the probate or allowance thereof, I then, in such case, hereby revoke and cancel all the legacies, devisees and provisions of my will and codicil in favor of any such person; and it is my will that such person shall have no part of my estate, and in such case I give and bequeath all that portion of my estate, which I have given to such person in and by this will or any codicil thereto, to said The Michigan Trust Company, in trust, to hold and invest the same forever, and I direct that said The Michigan Trust Company as Trustee, as aforesaid, and its successors, shall pay the net income thereof, in each year, perpetually, to said Public Schools of the city of Muskegon, and that said net income be used and expended forever, by the Board of Education of said Public Schools, according to its discretion, for the enlargement, furnishing, equipment, support and maintenance of the said Hackley Public Library and the Hackley Manual Training School, or either of them.

43. Should any or either of the provisions, or directions, of my said will, or of any codicil thereto, fail, or be held ineffectual or invalid, for any reason, it is my will that no other portion, provision or direction, of my said will, or any codicil thereto, be invalidated, impaired or affected thereby, and that said will and any codicil thereto, shall be treated and construed as if said invalid provision or direction had not been contained therein.

Charles W. W. W.

44. I will and direct that for and toward the performance of my said last will and testament and any codicil thereto, my said executors and trustees may bargain, sell, alien and convey in fee simple all my lands and other property which I may own at the time of my decease or have any interest in, except my said homestead; and also all other lands and property which my said executors and trustees, either as executors or trustees, or both, shall acquire any title or interest in or to, after my decease, and may make, execute, acknowledge and deliver all such deeds, contracts and other instruments as to my said executors and trustees, or to their counsel learned in the law, shall seem fit or necessary, and all such sales may be upon such terms and credit and security, and in such manner, as to my said executors and trustees shall seem meet, but this power, so far as it affects the co-partnership lands and property of the firm of Hackley & Hume, is given subject to the provisions and directions contained in the fourth (4) clause of this will.

45. I hereby nominate and appoint the said The Michigan Trust Company of Grand Rapids, Michigan, and Thomas Hume of said city of Muskegon, to be the executors of this my last will and testament; and having unbounded confidence in their integrity and business capacity, I hereby request that they may not be required to give bonds, either as executors or trustees, and I hereby waive all such bonds. And I will and ordain that all the discretion, authority and power hereby given to them jointly, as executors and trustees, shall enure and vest in their successors as executors of and trustees under this will. I further will and declare that if either said The Michigan Trust Company or Thomas Hume should refuse to act as joint executors and joint trustees as aforesaid, or

*Charles H. Hume*

should die, resign, or for any other reason a vacancy should happen as to one of them, all the estate, trust, power, discretion and authority in and by said will reposed in and made exercisable by them jointly, shall in such case be reposed in and executed and exercisable by the other alone and his or its successor or successors.

46. In any case where I have named The Michigan Trust Company as sole trustee, if that Company should refuse to accept, resign, or cease to do business, or become incapacitated for the proper performance of its duties, as such trustee, or a vacancy should occur in any manner, a new trustee may be appointed by any court of competent jurisdiction, which trustee, or its successors, shall have all the power herein given to the said The Michigan Trust Company, and said trustee shall be some solvent and well established corporation, duly authorized and empowered by the law to accept and perform trusts of this character; and as often as a vacancy shall occur, a new trustee of like character shall be appointed in the manner and with the powers aforesaid.

47. I hereby revoke all former wills by me at any time made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this fourteenth (14) day of November, in the year of our Lord one thousand nine hundred and three.

Charles H. Haskely (L.S.)

Charles H. Haskely

The above instrument, consisting of seventeen (17) pages written in typewriting, each authenticated by the signature of said testator, Charles H. Hackley, in our presence, was, at the date thereof, signed, sealed, published and declared by the said Charles H. Hackley as and for his last will and testament, in the presence of us, who, at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto this fourteenth (14) day of November, A. D. 1908.

Stuart E. Snappus Grand Rapids Mich.

John H. Bonnell Grand Rapids Mich

Otis Utelger Grand Rapids Mich