

IN THE COURT OF COMMON PLEAS OF  
WESTMORELAND COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHARLES W. CHAMBERLAIN, JR., and PATRICIA :  
RANSEL, Co-Executors of the Estate of Annette Brownfield,  
a/d Annette C. Brownfield, :  
Plaintiffs :  
 :  
V. : No. 2967 of 2006  
 :  
SAINT VINCENT ARCHABBEY, :  
Defendant : WILLS

*Rights and Liabilities of Devisees and Legatees; Nature of Title and Rights In General; Devise or Bequest to Creditor*

Appearances:

James M. Fox,

Latrobe, for the Plaintiffs

Martin J. Hagan,

Pittsburgh, for the Defendant

BY: DANIEL J. ACKERMAN, JUDGE

DECISION

In this declaratory judgment action, I am asked to construe the legal consequence of three documents executed by the late Annette C. Brownfield: A letter of understanding in 2001, a revised letter of understanding in 2004, and her 2005 will, which was probated following her death at age 83 in 2005.

The parties, the petitioners, Charles W. Chamberlain, Jr. and Patricia Ransel (the executors of Annette C. Brownfield's estate), and the respondent, St. Vincent Archabbey, disagree as to whether and to what amount the estate remains liable upon Mrs. Brownfield's pledge of \$1,500,000 to the archabbey.

Upon review of the deposition testimony, exhibits and briefs of counsel, I conclude that the estate is obligated to the archabbey in the amount of \$850,000, and that the bequests in Mrs. Brownfield's will to the Archabbot's Discretionary Fund are not to be credited against that amount.

During her lifetime, Mrs. Brownfield and her husband John became interested and actively involved in all aspects of St. Vincent's mission, the archabbey, the college and the parish. Following her husband's death in 1997, Mrs. Brownfield's dedication and financial support to all three St. Vincent entities continued and she saw an opportunity to benefit the archabbey and, at the same time, to memorialize her late husband through the archabbey's 2001 capital campaign known as *Expanding the Vision*.

In consultation with her financial advisor, she, along with the archabbey, entered into the 2001 letter of understanding in which she pledged to the capital campaign six annual payments of \$150,000 from 2001 to 2006, to be followed by a \$600,000 payment in 2007. In turn, she received the naming rights to a guest house, the construction of which was one of several goals of the 2001 campaign.

In 2004, a revised letter of understanding was executed by the same parties out of a mutual concern that the pledge should not impinge upon her prior standard of living, which reduced the annual payments to \$100,000 and extended the term to 2014. In addition, in consideration of her age and the wish that she see the naming take place in her lifetime, the use of the money pledged would shift from the construction of a guest house to one of the campaign's more immediate goals, the renovation of a seminary classroom building, Aquinas Hall, which was renamed the John and Annette Brownfield Center.

Mrs. Brownfield faithfully made the payments due according to her pledge but, after her death, the executors of her estate have taken the position that the debt has been paid by three gifts in her will, other gifts during her lifetime to the Archabbot's Discretionary Fund and other donations directed to the archabbey. In the years prior to the 2001 campaign, Mrs. Brownfield gave substantial gifts to some of the archabbey's projects. For example, in 1997 she gave \$45,000 for basilica renovations, a \$139,391 donation of stock and \$ 150,000 for a dining room restoration. Yet in the same year, she made, what was to her, small donations of \$2,000 to the archabbey on three occasions. Similar contributions of \$2,000 and others, sometimes more and sometimes less, appeared regularly, usually on a monthly basis, until two months prior to Mrs. Brownfield's death.

The executors do not argue against the obvious, that a pledge, whether supported by consideration such as the grant of naming rights or not, constitutes a binding contract. Rather, the executors contend that the pledge was fulfilled through the gifts in the will to the Archabbot's Discretionary Fund and the recurring inter vivos gifts of smaller amounts to the archabbey. An argument that they do make concerning the devise of her home, the specific bequest of \$25,000 and the bequest of eleven percent of the residuary of her estate to the discretionary fund controlled by the archabbot, is that these should be considered as payment on the pledge because the initial letter of understanding stated that "Mrs. Brownfield will make estate arrangements that provide for the fulfillment of this pledge" and that the same is incorporated by reference into the revised letter of understanding. Without disregarding this language, it is clear that it is superfluous because the pledge created a debt that the executors are bound to honor before even considering the distribution provisions of the will. No presumption of payment arises when, as here, the legacy is less than the debt and, in any event, in order to consider a legacy as payment of a debt, the

indication must be clear and certain. *In re Dembinski's Estate*, 316 Pa. 61, 173 A. 314 (1934). It cannot be said that the devise and bequests in Mrs. Brownfield's will to the Archabbot's Discretionary Fund indicate with clarity and certainty that she intended them to be payment toward the archabbey's capital fund in accordance with her pledge.

The executors also advance, as justification for their position, the fact that Mrs. Brownfield's financial advisor, Terry Pistentis, told her that she could more easily afford the annual \$150,000 payments on her pledge if she didn't make her usual monthly gifts of \$3,000 (\$2,000 to the archabbey and \$1,000 to the college). They contend that this testimony is reason enough to include these lesser payments as credits toward her pledge. The problem with this reasoning is that Mrs. Brownfield didn't follow Mr. Pistentis' suggestion but continued on, as previously, making these separate gifts to both the archabbey and the college.[1]

It should come as no surprise that a person imbued with a generous attitude and affection toward an institution may make numerous gifts at different levels of giving, each intended to address a specific and timely need, and that such a pattern of giving is likely to continue even in the presence of a particularly large gift. It would be peculiar, I would think, for say, a church member who practiced giving a weekly offering to stop that offering because they made a substantial donation to the church's building fund. Rather, human nature suggests that regular gift giving will persist contemporaneously with the larger contribution. Rather than confining their generosity, a person of means is more likely to continue donating in order to meet existing needs where it is within their ability to do so.

#### ORDER

AND NOW, this 11th day of February, 2008, the court finds:

The revised letter of understanding is valid and enforceable, and the balance due on the pledge in the amount of \$850,000 remains payable to St. Vincent Archabbey.

The three bequests in the will to the Archabbot's Discretionary Fund, i.e., the cash bequest of \$25,000 in Article FOURTH (A), the devise of the real estate in Article SIXTH, and the bequest of eleven percent of the residuary estate in Article SEVENTH, Paragraph 14, were intended by Annette C. Brownfield to be separate from the balance due under the letter of understanding, and should be paid in addition to the pledge.

BY THE COURT:

/s/ Daniel J. Ackerman, Judge

---

[1] The executors contend that paragraph four of the revised letter of understanding requires that Mrs. Brownfield be given credit as to "those payments made to date." I read that to include all payments made to date to the 2001 *Expanding the Vision* campaign, since those are the only payments pertinent to the discussion at the time.