

B. Macaulay and Christopher A. Hagerman, of the second part; and Peter Dictil, of the third part, after reciting the intended marriage of the said Ann with the said Peter Dictil, &c., the said Ann granted, &c., all her real Estate (including) all and singular, the portion, part or share of the said Park Lots numbers nine and ten, to which she then was or should thereafter be entitled in reversion, remainder or otherwise under and by virtue of the aforesaid Will, unto the parties thereto of the second part, to hold the same by the said parties of the second part upon the trusts, &c., therein declared of and concerning the same; and (among other things) with the assent of the said Ann to lease or absolutely sell and dispose of the whole or any part thereof with provision for the charge of Trustees should it be desired or become necessary. That afterwards by a certain other Indenture bearing date the tenth day of July, one thousand, eight hundred and thirty, and made between the aforesaid George Crookshank, and James B. Macaulay, of the first part; the aforesaid Widow Rachel, of the second part; Christopher Alexander Hagerman, and Elizabeth, his wife, (she being one of the aforesaid daughters), of the third part; John W. Gamble, and Mary, his wife, (she being another of the aforesaid daughters), of the fourth part; Peter Dictil, and Ann, his wife, (she being one other of the aforesaid daughters), of the fifth part; Sarah, (another of the aforesaid daughters), of the sixth part; and the said James B. Macaulay, of the seventh part. After reciting the *seizin* of the said Testator, James Macaulay, in his lifetime of the aforesaid front halves of Park Lots numbers nine and ten, that he had laid off the front twelve acres in building lots, and had sold some of them, leaving the residue open to sale as purchasers might offer: Reciting also the Indenture of trust bearing date the twenty-ninth of May, one thousand eight hundred and twenty-one,—and the last Will and Testament and Codicil thereto of the said James Macaulay; the sale by the Trustees aforesaid of the twenty-four acres as aforesaid to raise the six hundred pounds aforesaid,—also that the said six hundred pounds having been so raised the residue of the aforesaid Park Lots (exclusive of the twelve acres of the front thereof laid off in Town Lots as aforesaid, the twenty acres reserved as appurtenant to the dwelling house, and the ten acres devised to the said James B. Macaulay, as aforesaid), was by the said Will directed to be divided between the four daughters of the said James Macaulay as aforesaid, being in all thirty-four acres; reciting also, that since his death, two of his said daughters, namely, Mary and Ann, had become married, and that Sarah, the youngest of his aforesaid daughters remained sole and unmarried, but was of the full age of twenty-one years; and that the said Sarah then resided with the said Widow Rachel, in the aforesaid dwelling house, on the aforesaid lot number nine; also, that both of them, the said Rachel and Sarah were willing and desirous that a division or partition of the said thirty-four acres should forthwith take place—the dwelling house aforesaid and twenty acres appurtenant nevertheless remaining to the use of said Rachel and Sarah respectively according to the terms of the aforesaid Indenture of Trust and Will; reciting also, that all parties were satisfied that it was intended by the said James Macaulay, deceased, that his said son, James B. Macaulay, should have been devised five acres off the rear ends of each of the front halves of the said Park Lots numbers nine and ten, adjoining the Elmsley Farm, (which Farm was composed of the rear or North halves of the same Park Lots numbers nine and ten) and not ten acres off lot number ten exclusively, and that the parties interested were desirous of rectifying the inadvertence accordingly; also, that it was mutually and interchangeably agreed that the following division should take place,