

Macaulay (having sold and conveyed some of the said building lots, and having contracted for the sale of others, not conveyed by reason of the non-payment of the purchase money in full, and others of the said building lots remaining unsold, but open to sale as purchase might offer), by a certain Indenture bearing date the twenty-ninth day of May, one thousand eight hundred and twenty-one, and made between the said James Macaulay, of the one part, and George Crookshank, and James B. Macaulay of the other part, after reciting among other things the *seizin* of the said James Macaulay of the front halves of the aforesaid Lots numbered nine and ten, and that the sum of six hundred pounds of the monies of his said wife Rachel, had been then lately expended out of her separate estate as therein expressed in and about the erection of the dwelling house then lately erected on the said Lot number nine, and in which they then lived. Also, that the same James Macaulay had issue by his former wife, four daughters, (being those above named) and that in consideration of the premises and of the natural love and affection of the said James Macaulay towards his said wife Rachel, and his said daughters, he was desirous of making provision for their maintenance, and also, of charging the lands above mentioned with the aforesaid sum of six hundred pounds to the sole use and benefit of his said wife Rachel; the said James Macaulay in consideration of the premises aforesaid, and the sum of five pounds, granted, bargained, sold, aliened, released and confirmed unto the said George Crookshank and James B. Macaulay, and their Heirs, a certain portion of the front halves of the said Park Lots numbers nine and ten, being the fifty acres thereof, immediately adjoining on the north the aforesaid tract of twelve acres called "Teraulay," and therein more particularly described, together with all houses, &c., *habendum* to the said George Crookshank and James B. Macaulay their Heirs and Assigns for ever, but to the uses upon the trusts and for the several ends, intents and purposes, and under and subject to the several provisos, limitations, declarations and agreements therein expressed and declared concerning the same, that is to say; to the use of the said James Macaulay for life, with remainder to the said Trustees to preserve contingent remainders, with remainder to the use of his said wife Rachel, and his said daughters Mary, Ann, and Sarah (the said Elizabeth being married and provided for) or such of them as should remain sole and unmarried, as joint tenants during the life or Widowhood of the said Rachel, and then to the use of the said Trustees to preserve, &c., and from and after the decease of the survivor of them, the said James Macaulay and Rachel, his wife, to the use of all and every such child or children of the body of the said James Macaulay upon the body of the said Elizabeth Luck Hayter his former wife begotten, &c., as the said James Macaulay by Deed or Will or any Codicil thereto, should direct, limit or appoint, and in default thereof, to the use of his said daughters Elizabeth, Mary, Ann, and Sarah, as tenants in common and to their several and respective Heirs, &c., and in default of any of them surviving, then to the use of the said James Macaulay, his Heirs and Assigns forever; and that for securing the said Rachel the said six hundred pounds, it was declared that it should be lawful for the said Trustees (and they were declared Trustees for that purpose) at any time during the continuance of the said Trusts, to sell and dispose of, limit, appoint, and convey so much of the said lands, and the fee simple thereof to any person or persons either in one or several parcels, and for such price as to them should seem reasonable (other than the aforesaid messuage or dwelling house), as should be sufficient to raise six hundred pounds, with power to give receipts, &c., and to pay the said six hundred pounds to the said Rachel, with a covenant from the said James Macaulay