

Know all Men by these Presents that I
William Lushington of Gloucester Place in the County
of Middlesex Esq^{re} am held & firmly bound to John
Stewart of the Albany in Piccadilly in the S^d County of
Middlesex Esq^{re} and Alexander Fraser of George Street in the
City of London of Arlington Street in the S^d County of Middlesex
Esq^{re} in the sum of £ of lawful British Money

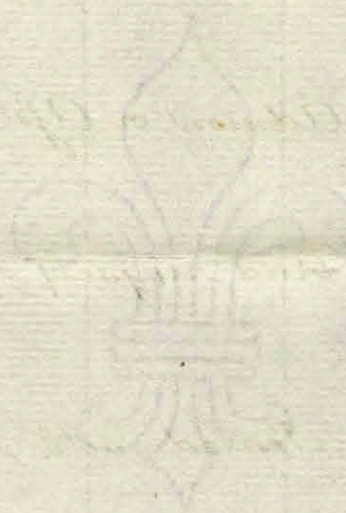
In Ack^{nt} with 25

14. 13 Jan 1819

to be paid to the s^d John Stewart & Alex^d Fraser or their certain
Attorney Executors Administrators or Assigns for which Payment well & truly
to be made I bind myself my heirs execs & admors firmly by
these presents Sealed with my Seal & dated this day of
in the year of our Lord 1819. —

Whereas by Indentures of Lease and Release bearing
date respectively on or about the 22nd & 23rd days of
August 1814 the Release being made or expressed to be
made between Ralph Leicester Esquire of the first part
Christopher Idle Esquire Joseph Marryat Merchant and
William Timson Wine Merchant (Assignees of the estate

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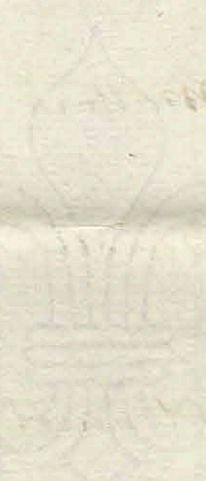
and Effects of Charles Boldero, Edward Gale Boldero, Sir
Henry Lushington Baronet and Henry Boldero (then late
of Cornhill in the said City of London Bankers & Co-partners
but then Bankrupts) and also the said Charles Boldero
Edward Gale Boldero and Sir Henry Lushington of the
second part John Blackett Merchant and John Mann
(Assignees of William Lushington the elder Merchant a Bankrupt)
of the third part the same William Lushington of the fourth
part and the ^{also named} ~~said~~ John Stewart and ^{also the above named} ~~said~~ Alexander
Fraser (then of Crosby Square in the said City of London) of the fifth
part After by the s^d. Indre of Release reciting (among other things)
that in pursuance of the thereinbefore recited Orders of the High Court
of Chancery All & singular the Plantation or Estate Slaves live & dead stock
therein & twixt particularly mentioned were put up to Sale by Public Auction
as therein mentioned and that the said John Stewart and Alexander
Fraser became the purchasers thereof at the sum of
£11,235 and thereupon paid the sum of £1,120^s 15^d - by way
of deposit And also reciting that in pursuance of

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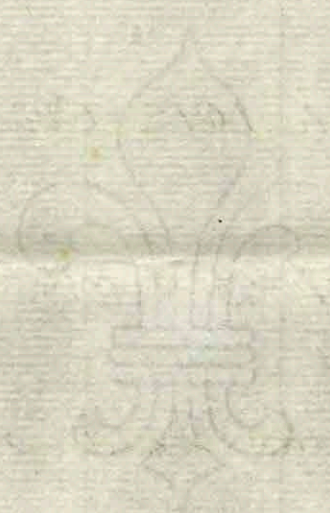
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their said recited purchase and of their therein recited
subsequent submission and of the directions of the
therein recited Order of the said Court of Chancery
made thereon the said John ^{Stuart} ~~Drazer~~ and Alexander
^{From}
~~Stuart~~ did on the 25th day of August 1813 pay into
the Bank of England in the name and with the privity
of the Accountant General of the said Court of Chancery
£10,106⁵ - the remainder of their said purchase money
to the credit of the Matters of the said Bankruptcies -
"The Account of the purchasers of the Camden Estate"
And that the Auctioneer therein named had also
in like manner paid to the same Credit and
Account the Sum of £097¹⁷ 6 being the balance
of the said Deposit received by him after making such
Deductions as therein mentioned And that in further
obedience to the same last mentioned Order the
said two Sums of £10,106⁵ - & £097¹⁷ 6 had been
both laid out in the purchase of 3 per Cent Consolidated

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Bank Annuities as therein mentioned And also reciting
that since the payment into the Bank of the said
£10,106, 5/- by the said John Stewart and Alexander
Fraser as aforesaid they had received a Certificate of
the Registration of the Negroes and other Slaves upon the
said Plantation or Estate called Camden on the
31st day of March 1813 taken from the return then made
pursuant to an Order of Council in that behalf dated the
26th day of March 1812 And that such Certificate was
understood to comprize all the Negroes and other Slaves
so purchased by the said John Stewart and Alexander
Fraser as aforesaid or such of them as were living
on the 31st day of March 1812 and also the issue and
increase (if any) from the aforesaid Negroes and other Slaves
since the 1st day of October 1812 And reciting that for want
of necessary information in this Country the Parties
to the now recited Indenture could not with positive
certainty identify the Negroes and other Slaves in the printed



particulars for sale under which the said John Stewart and
Alexander Fraser purchased and in the first Schedule to

now recited Indenture
of the ~~same particulars~~ annexed respectively named with
(being copies of said Schedules also here annexed hereunder written)
the Names and descriptions of the same Negroes and other

Slaves as in the aforesaid Certificate and in the second
also to of now recited Indenture in like manner to those found to annexed schedule
with copy of Schedule hereto

of Schedule to the ~~same annexed~~ set forth and which said
(Sub Schedule being a copy of a former same Certificate)
Certificate and last mentioned Schedule were understood to

contain some Negro or other Slaves not purchased by

or meant to be included in the conveyance to the

said John Stewart and Alexander Fraser And that

for the purpose of removing all doubt respecting the

particular Slaves purchased by and intended to be

conveyed to the said John Stewart and Alexander Fraser

by the now recited Indenture for perfecting their title to

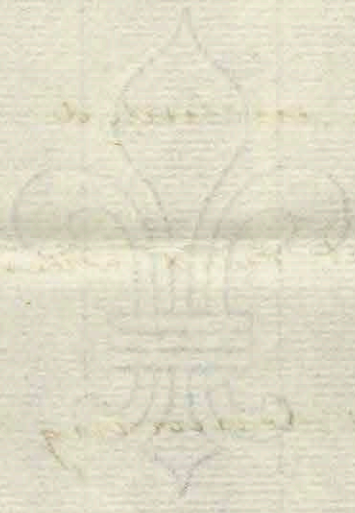
the same Negro and other Slaves according to the laws in

force in the said Island of Trinidad It had been

agreed that James Lowe and John Thatcher both

of the said Island Esq^{res} should be appointed the Attornies

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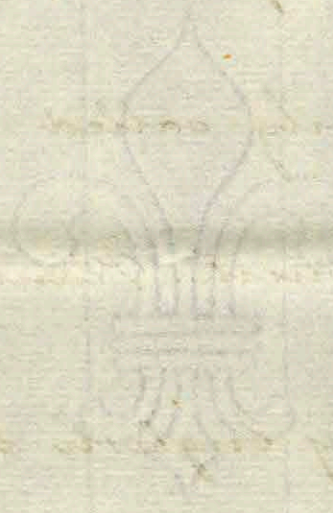
of all the Parties thereto with such Powers and Authorities
as thereafter mentioned and contained It is witnessed
that in consideration of the said sums of £1128.15. - and
£10,106. 15. - (making together £11,235) so paid by the said
John Stewart and Alexander Fraser and then laid out as
therein and in part hereinbefore mentioned and for the nominal
Considerations therein mentioned They the said Ralph
Leycester (who was such Mortgagee in fee of the said
purchased Premises as thereinbefore recited) Christopher
Idle Joseph Marryat William Timson Charles Bolders
Edward Gale Boldero Sir Henry Lushington (and to
which said Charles Bolders Edward Gale Boldero and
Sir Henry Lushington the same Premises had subject
to the s^d Mortgage to the said Ralph Leycester been conveyed
by the said William Lushington the elder In trust to sell
the same in the manner & for the purposes also thereinbefore
recited) John Blackett and John Mann Did bargain
sell release and assign respectively in manner therein

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mentioned And the said William Lushington party thereto
Did bargain sell release assign and confirm unto the
said John Stewart and Alexander Fraser and their
heirs Executors Admors and Assigns respectively All that
Plantation or Estate Piece or Parcel of Land situate and
being in the Quarter of Coava in the said Island of
Trinidad containing 145 Fanegas 3 Suetes and
25 Estaboles formerly called by the name of Concordia
but then commonly called or known by the name
of Camden All which Plantation or Estate contained
in the whole by English Statue Measure 1061 Acres
or thereabouts whereof ^a 157 ^r 2 ^h 37 or thereabouts
were then or then lately cultivated in Sugar Cane
00 Acres or thereabouts were then or then
lately in pasture 00 Acres or thereabouts
were then or then lately in provision
grounds ^a 191 ^r 1 ^h 16 or thereabouts were then or then lately
fallow and brush lands and the rem^t of the said 1061

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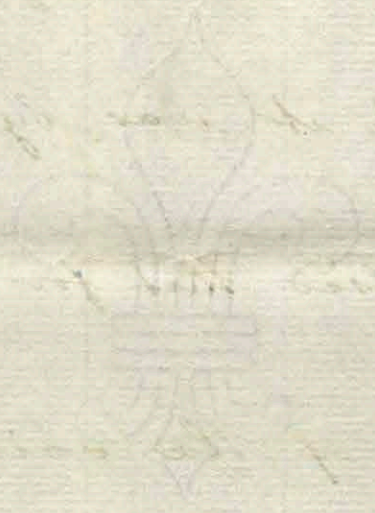


Acres then or then lately consisted of standing Woods And all other if
any the Plantation Lands & other Real Estates comprized or intended so to
be in the several thereinbefore recited Indres of the 20th & 29th days of
Sept^r: 1804 & the 23rd & 24th days of May 1800 or any or either of them
And all those several Negroes and other Slaves Mules & horned
Cattle then worked or employed upon or belonging to the said
Plantation or Estate and whose Names and descriptions were
particularly set forth in the first Schedule thereto or were intended so
to be & are also in like manner set forth in the first Schedule
hereunder written or hereunto annexed Together with the then
& future Issue & increase of the females of the S^d: Negro
& other Slaves and Cattle All which said Slaves had been duly
registered in the said Island of Trinidad pursuant to
an Order of Council in that behalf made on the 26th day
of March 1812 with the Engines Machinery Workstock and
other appurty on or to the S^d: Premes or any of them
belonging To hold the said Plantation or Estate Lands
and all such other of the afo^r: Premes as were of

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feehold tenure or descendible nature unto and to the
only use of the said John Stewart and Alexander
Fraser their heirs and assigns for ever as tenants
in common And To hold the said
Implements Stock and all such other of the
aforesaid Premises as were Chattel or Personal Property
unto the said John Stewart and Alexander Fraser
their Exors Admors & Assigns as tenants in
common And it was by the now recited Indenture
further Witnessed that for the reasons aforesaid
each and every of the said parties thereto Did
constitute and appoint the said James Lowe
and John Fletcher and each of them the true and
lawful Attornies & Attorney of the Parties thereto each and
every of them in manner therein ment^d. to make sign seal and
deliver by indorsement upon or on the blank skins marked A. B & C
annexed to the now recited Indre or in any other such
manner or form which to the S^r. James Lowe and John

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Thatcher or either of them in their or his discretion should appear fit & proper a correct Schedule or Inventory or other Instrument for describing and identifying the slaves in the first Schedule thereunto annexed and their issue and increase since the said 1st day of October 1812 or such of them as were then living according to the Names and descriptions whereby the same respectively were or should be registered in the said Island pursuant to any Order or Orders of his Majesty's Council or other law in force in the said Island for registering Slaves and thereby fully and accurately perfecting the title of the s^r John Stewart and Alexander Fraser in & to the Slaves by the now recited Indres meant to be conveyed & generally to do all Acts necessary for effecting the purposes aforesaid And Whereas after the making & executing the s^d recited Indres two parts thereof (sev^l being executed) were sent out to the s^d Island of Trinidad to be duly registered there after the same sho^d have been

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perfected by the said James Lowe and John Thatcher
in manner aforesaid And Whereas the said James
Lowe and John Thatcher have since duly perfected
the said Indentures of Lease & Release And have in
pursuance of their said recited Power in that behalf
duly made signed sealed and delivered by indorsement
on the said blank skins marked A. B & C
of the ^{d^o} recited Indre of Release or some or one
of them a correct Schedule Inventory or Instrument
whereby they have described and identified the Slaves
in the first Schedule to the ^{d^o} Indenture of Release
~~the limits annexed or hereunder written~~
~~annexed~~ and their issue and increase since the said
1st day of October 1812 or such of them as on the
making of such Schedule Inventory or Instrument
were living according to the Names and
Descriptions whereby the same, respectively are or were
registered in the said Island pursuant to the aforesaid
Order in Council & the laws in force in the said Island for

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registering Slaves but the said Schedule Inventory or
Instrument hath not hitherto arrived or been received in
this Country And Whereas by Indentures of Lease & Release
bearing date resply on or about the 28th & 24th days of
Octobr last past and made or expressed to be made between
the said William Lushington the elder of the one part and
the said John Stewart and Alexander Fraser of the other part
In Conson of the sum of £4240 by the s^r. John Stewart
& Alexander Fraser to the s^r. William Lushington party thereto paid
as therein ment^d in full for the absolute purchase of the slaves
and ~~the~~ hereditis thereby conveyed He the said William
Lushington party thereto Did grant release and confirm unto
the said John Stewart & Alexander Fraser and their Heirs
All those 52 Negro or other Slaves ment^d & comprized in
the Schedule thereto and also in the 2nd ^{3rd} Schedule hereunder
written or hereunto annexed or such of them as were then
living the same being part of the Slaves worked upon the s^r.
Plantation or Estate called Camden. and of which Slaves the s^r.

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John Stewart and Alexander Fraser were then the Tenants
as therein mentioned Together with all and singular the then
present and the future issue and increase of the females of the s^d
Negro or other Slaves and all benefit thereof To hold the same
unto and to the only use of the said John Stewart
and Alexander Fraser their heirs and assigns for ever

And Whereas by certain other Indentures of Lease and
Release also bearing date respectively on or about the
23rd & 24th days of October last past The Release

being made or expressed to be made Between James

Tilson Esquire — & the ^{abundant} said William Lushington the

younger of the 1st part the s^d John Blackett & John Mann

of the 2nd part the said William Lushington the elder of the

3rd part Evan Baillie Esquire ~~(who was the Trustee of a~~

~~certain term of years thereafter surrendered and extinguished)~~

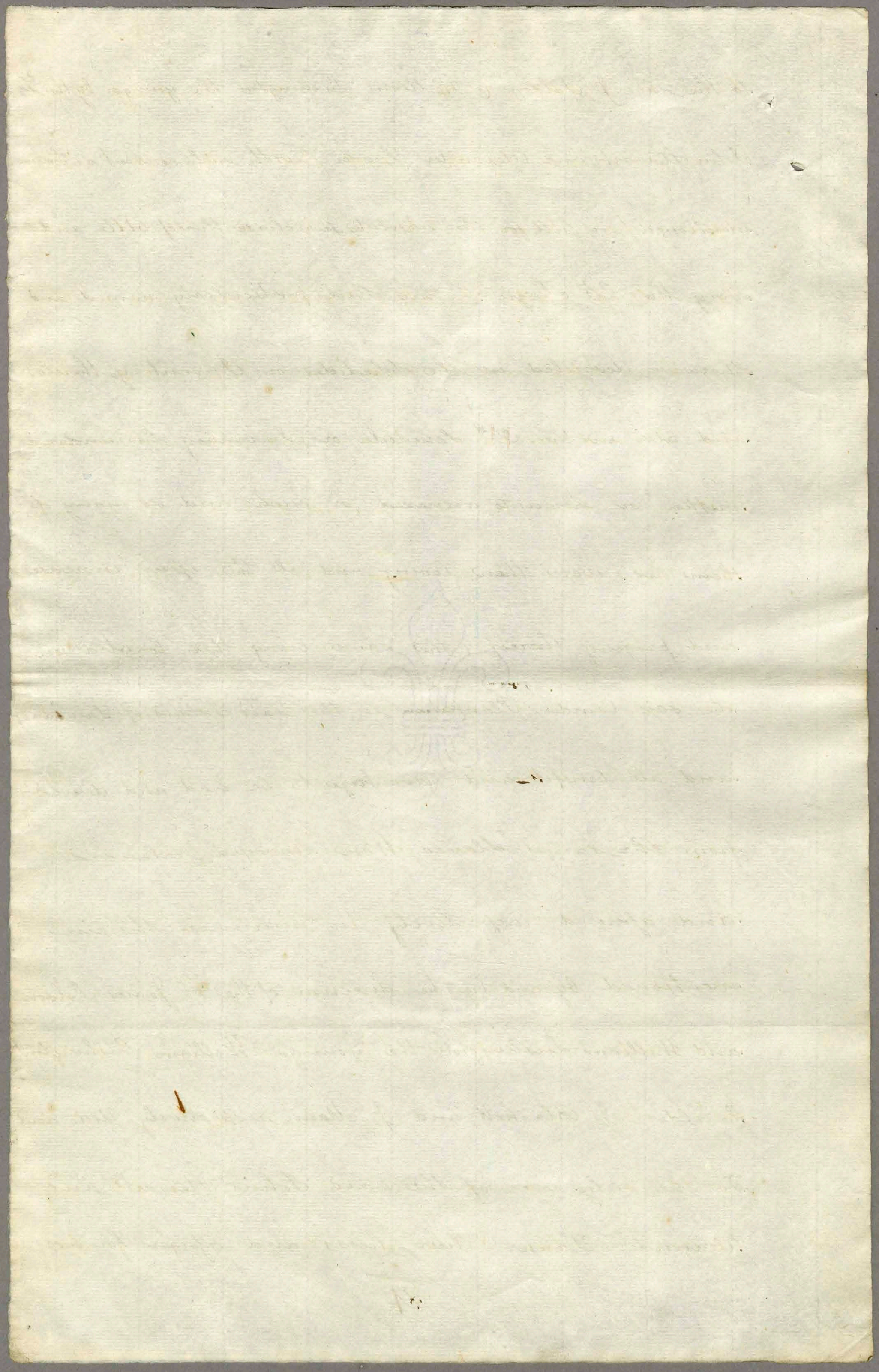
of the 4th part and the said John Stewart and

Alexander Fraser of the 5th part In Consideration

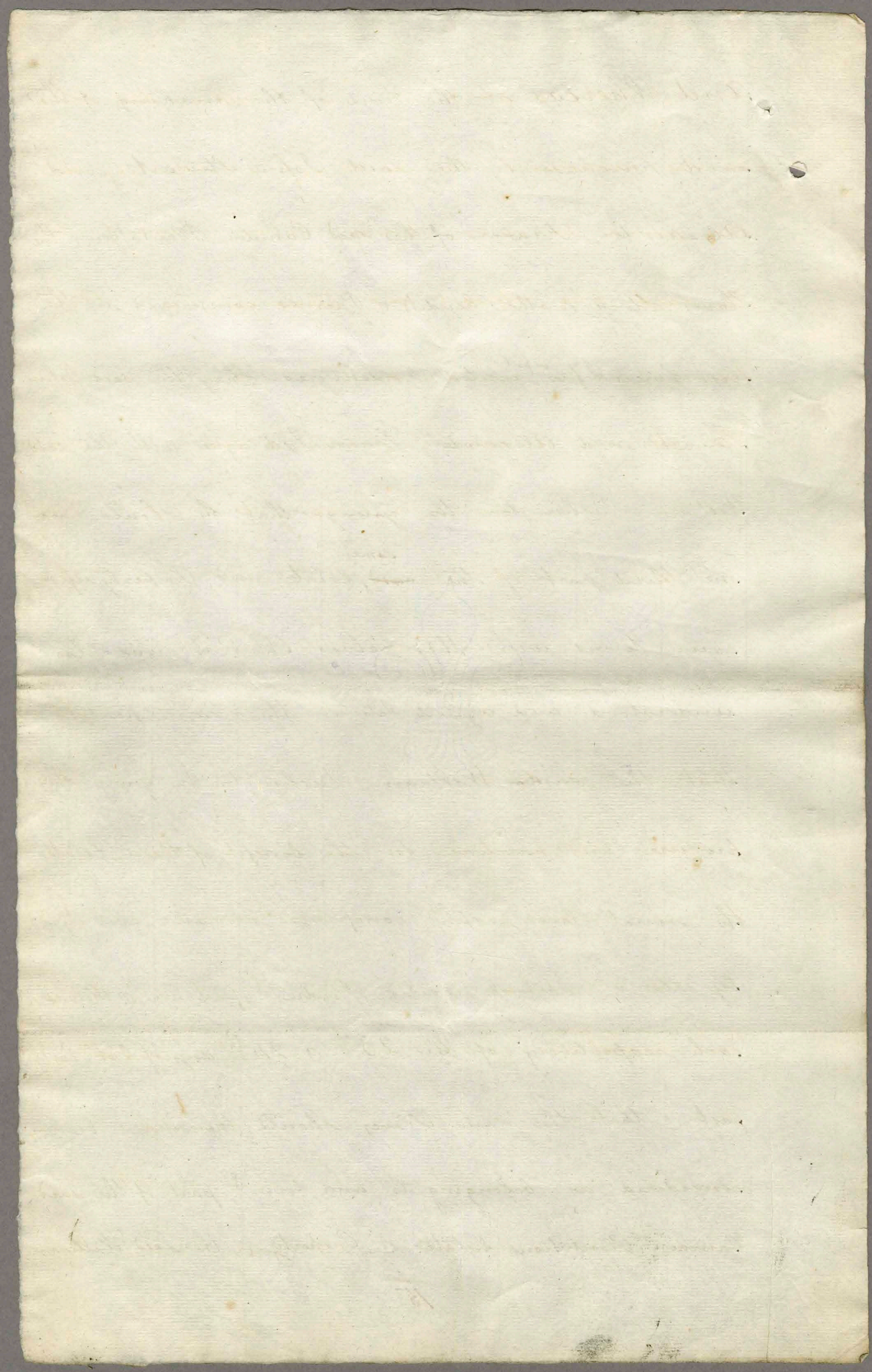
of the Sum of £ 2,000 therein expressed to be paid

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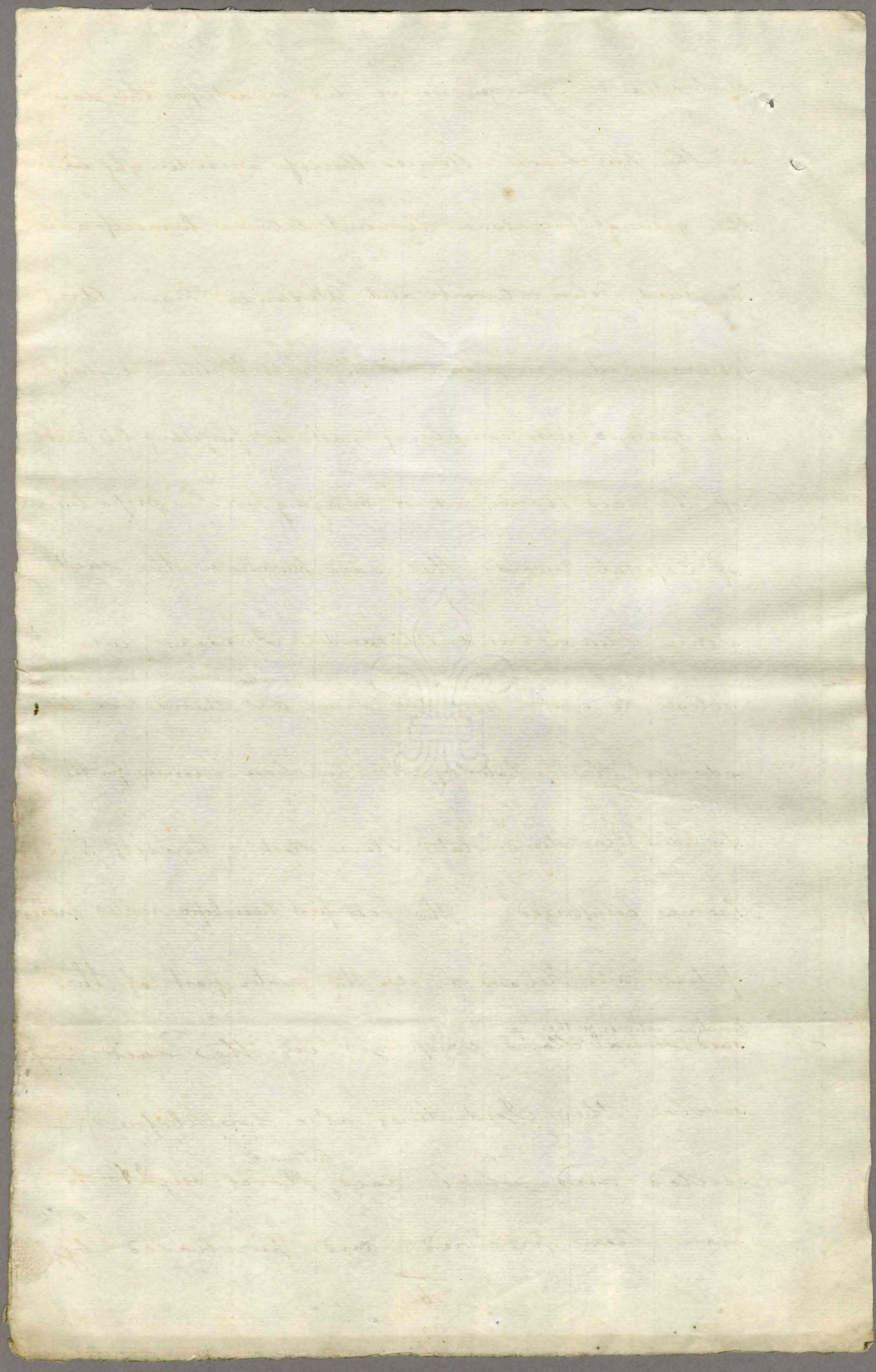
to the said J. Tilson & William Lushington the younger by the ^{2^d}
John Stewart and Alexander Fraser (with such consent as therein
mentioned) in full for the absolute purchase thereof All and
every the 25 Negro & other Slaves particularly named and
otherwise described in the Schedule or Inventory thereto
and also in the ^{4th} ~~3rd~~ Schedule or Inventory hereunder
written or herunto annexed or such and so many of
them as were then living and all the issue increase
and progeny thereof (the same being then located on
the said Camden Plantation in the said Island of Trinidad)
and all benefit and advantage to be had and derived
from the same Slaves Were conveyed released
and assured respectively in manner therein
mentioned by and by the direction of the ^r. James Tilson
and William Lushington the younger William Lushington
the elder J. Blackett and J. Mann respectively Unto and
To the only use of the said John Stewart and
Alexander Fraser their heirs and assigns for ever



And Whereas at the time of the making of the
said purchase by the said John Stewart and
Alexander Fraser of the said Camden Plantation the
Slaves Stock & other heredit & Premises comprized in the
first hereinbefore ^{in part} recited Indentures They the said John
Stewart and Alexander Fraser Did agree with the said
William Lushington the younger that he should have
one third part of the ~~said~~ ^{same} estate and Property upon
equal terms with themselves And it was also
understood and agreed between the same parties
that the said William Lushington the younger should
procure and purchase for the benefit of the S^r. Estate
the several slaves reaply comprized in and conveyed
by the S^r. several recited Indres of Lease & Release
each respectively of the 23rd & 24th days of Oct^r. last
past & that the same Slaves should thereupon be
considered as belonging to and form^g part of the said
Camden Plantation Estate & Property & the said William



Lushington the younger receive due credit for the same
or the purchase monies thereof accordingly in
the general purchase Account between himself and
the said John Stewart and Alexander Fraser And
Whereas in consequence of the said William Lushington
the younger's not complying with or fulfilling his part
of the said Agreement or bringing in his proportion
of Capital towards the said purchase the said
John Stewart and Alexander Fraser were
obliged to make good the same and themselves to
advance the whole of the purchase monies for the
Camden Plantation Estate Slaves Stock & hereditys and
Premises comprized in the said first hereinbefore recited Indentures
of Lease and Release as also the greater part of the
Purchase Monies for the
said several Slaves comprized in the said
several other Indentures also hereinbefore
recited and which said ^{lastment.} slaves ought to
have been procured and purchased by



the said William Lushington the younger as heretofore
ment^d. And Whereas in consequence of such default on
the part of the said William Lushington the younger there^s
3 several Conveyances heretofore recited were
respectively made and executed to the said
John Stewart & Alex^r. Fraser only & their heirs executors
admirors & assigns respectively as heretofore ment^d. But with
an understanding that they should after when the state
of the purchase Acc^{ts} between them & the S^r. W^m. Lushington the yo^r.
sho^{ld} be ascertained make and execute a Declaration of Trusts
in his favor of one undivided equal 3rd part or share of the said
Plant^{ns}. Slaves & other heredit^s & Premises heretofore ^{referred to} ment^d. & expressly compriz^d
in the S^r. sev^l. Indres heretofore recited Upon with and
subject to such fair & equitable terms Stipulations and
Agreements as should be settled and arranged between
the same Parties But no such Declaration hath
hitherto been made or executed And Whereas
the said John Stewart & Alex^r. Fraser were let into

[Faint, illegible handwriting on aged, yellowed paper. The text is mirrored across the page, suggesting bleed-through from the reverse side. The script is cursive and difficult to decipher.]

the possession and enjoyment of the said Plantation Estate
Slaves Stock & other heredit & Pretures comprized in the said
Indentures of Lease and Release first hereinbefore recited
upon or as from the 24th day of August 1813 / the
day on which they paid the residue of their said
Purchase for the same into the Bank of England
as aforesaid / And from that period till the times
of the respective Purchases thereof they held
the said several slaves comprized in the
several Conveyances thereof 2^{ndly} & 3^{rdly} hereinbefore
recited as tenants of the same to the respive Proprietors
thereof at Annual Rents And whereas the D^r Will^m
Lushington the younger was admitted & has been treated &
considered as an actual part owner of the s^d Camden
Plantation Estate Slaves Stock & Property from the said
24th day of August 1813 & has from time to time
received and taken Monies on account of his share of the
Profits of & arising from the same as he doth

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hereby acknowledge and Whereas the Accounts
between the said John Stewart and Alexander
Fraser and the said William Lushington the
younger both as to the said purchase Monies
for or in respect of the said Camden Plantation
Estate Slaves Stock & other hereditis & Premises comprized
in the several Indres hereinbefore recited and also
of or as to all the ~~sums~~ ^{Gains} and Profits arising
from and expences incurred in respect of the same
and the management and cultivation thereof and all
other matters relating thereto (the principal part of which
expences have hitherto been exclusively borne & paid
by the said John Stewart & Alexander Fraser only)
have been finally adjusted settled & balanced between
the said Parties And by the same Accounts it appears
that the said William Lushington the younger is thereon
justly indebted to the s^d. John Stewart & Alexander Fraser
in the sum of £ _____ of lawful English Money

of the whole
perhaps you
will be
to the
of the
out

as before Mr. Lushington the 19/2/1764 hereby acknowledged

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And Whereas by ^{the} Indre bearing date the day next before the
day of the date of the above written Bond or Obligation & made
or expressed to be made between the said William Lushington of
the one part and the said John Stewart and Alexander Fraser
of the other part Reciting as or to the effect herebefore recited
and also reciting that the said W^m Lushington the yo^r had
contracted ~~and agreed~~ with the said John Stewart & Alex^r Fraser
for the absolute sale to them of all his the same W^m Lushington's
undivided equal 3rd part or share & every other share right &
interest whatso^{ev} of in & to the said Camden Plant^{ns} Est^{ts}
Slaves Stock and other Effects & prem^{is} resp^{ty} comprized in
the 3 sev^l conveyances ~~of different parts~~ ^{therein} ~~that~~ as herebefore recited
Upon and for the terms & conditions following that is to say, In
consid^{er}ation of the s^d Balance or Sum of £ so due & owing from
the said W^m Lushington the yo^r to the said John Stewart & Alex^r
Fraser upon the Sett^l of the said acc^{ts} as afo^r to be released
as herebefore ment^d & the further Sum of £ 4000 to be

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paid by the said John Stewart & Alex.^o Fraser to the s.^r ^{him}

Wm Lushington ^{heyr} It is witnessed that ~~in pursuance of~~

~~the said recited Agreement~~ & in bouson of the afo.^r Balance or Sum

of £ 1968.3.10 so due & owing from the said Wm Lushington to

the said John Stewart & Alex.^o Fraser as ~~heretofore is ment.~~ ^{afo.}

& of & from which s.^r Sum of £ 1968.3.10 they the s.^r John Stewart

& Alex.^o Fraser did they release & discharge the s.^r Wm Lushington

his Heirs Exrs & admors ^{as therein ment.} and also in bouson of ~~the Sum of~~

the Sum of £ 4000 by the said John Stewart & Alex.^o Fraser

(in equal Proportions) to the said Wm Lushington ^{heyr} paid ~~thereto~~

~~as therein ment. being left with same & of~~
~~which was they acknowledged to the s.^r Balance or Sum of £~~

1968.3.10 making tog.^o the Sum of £ 5968 ^{being to be in}

full for the absolute purchase of all his the s.^r Wm Lushington's

part share right & interest wth of in & to the Plantation

Slaves Stock do.^r Heirs & premis therein ment.^d or recited & referred

~~to & of & from the same Sum of £~~ ~~the s.^r Wm~~

Lushington did they acquit release & discharge the s.^r John Stewart

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~~and Alex: Fraser~~ He the said Mr. Lushington the go: ~~did~~
~~have~~
granted ~~by him~~ ~~sell~~ ~~above~~ released & confirmed unto the s: John
Stewart & Alex: Fraser & their Heirs All that one undivided
3^d part or share or one equal 3^d part or share if the whole were
into 3 equal parts or shares divided and all & every o: the part
or share right title claim & interest what: of him the s: ~~John~~
Lushington the go: of in to or upon All & singular that
the said Plantation or est: piece or parcel of land sit: lying
& being in the quarter of Concordia in the Island of Trinidad
at: formerly called by the Name of Concordia but now by the
Name of Camden and all those sev: Negroes & o: Slaves
Males & female Cattle workers or employed upon or belonging
to the said Plantations & whose Names or Descriptions are partly
set forth in the said Schedule hereunder written or hereunto annexed
or intended <sup>(Taken in the manner described & set forth in the said Schedule or
Inventory hereunder written or hereunto annexed)</sup> ~~so to be~~ ~~or~~ ~~such~~ ~~of~~ ~~the~~ ~~same~~
~~as~~ ~~are~~ ~~therein~~ ~~mentioned~~
Slaves ~~as~~ ~~have~~ ~~been~~ ~~described~~ or identified by the said Schedule
Inventory or Instrument made & extol by the s: J: Lowe &

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of J. Thatcher in pursuance of their said recited Power as then
exercised by the same & the said which were registered in
the said Island Trinidad pursuant to the said Act of the Council of the said
herebefore ment. (being the Plantation Slaves Stock &c. &c. &c.)

of Persons comprized or intended so to be in the Titles of Lease

& release first ^{then} heretofore recited) And all those 52 sev^l

Negro & other slaves ment. & comprized, in the 2^d Schedule
(which is last ment. Slaves are in like manner ment. & comprized
in the 2^d Schedule & heretofore written & heretofore written)
~~heretofore written or heretofore annexed~~ being the sev^l Slaves

comprized or intended so to be in the 1st Titles of Lease & Release

2^{dly} ^{then} heretofore recited & which are worked or employed upon

belong to the said Camden Plantⁿ or est^o as ^{then} heretofore

ment. And also all & every the 25 Negro & sev^l Slaves partly

named or otherwise described in the 3^d Schedule ^{heretofore written}
(which is 25 Slaves are also in like manner ment. & comprized in the 3^d Schedule & heretofore written
& heretofore written & heretofore annexed)

or heretofore annexed, the same being the Slaves comprized in

the Titles of Lease & Release 3^{rdly} ^{then} heretofore recited or int.

so to be & now located in the said Camden Plantⁿ as

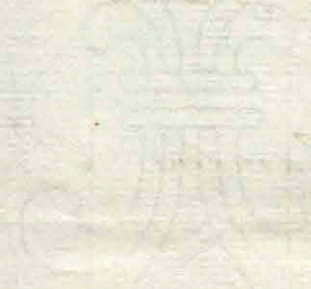
apt. or such & so many of the sev^l sev^l Slaves Mules &

Cattle as are now living And all the issue increase & progeny

of the sev^l sev^l Slaves they rel. or int. so to be and all Benefit

of persons in the title of lease & release written in the 1st Schedule
of the said Act of the Council of the said Island Trinidad
in the 2^d Schedule by the said J. Thatcher & the said
James & the said James & the said James & the said James

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and Advantage to be had & derived from the same And
which 1st sev^l Slaves thereby released or intended so to be

it is supposed
form & constitute the whole of the Slaves now worked and

employed upon the said Camden Plantation or est^o or any
*part thereof & all assets of them as well from all & time off. of. & interest made of it
in 1792. Stand of divided pursuant to 1792. remain in that behalf and in*
~~part thereof~~ And all other (if any) the Plantⁿ Lands &

Slaves Stock &c^o real & personal est^o whatso^{ev} comprized in the

(Folio here)

sev^l shown below recited Trustees or any of them or intended so to be
*which have at any time since the death of James Smith many of them been
purch^d & acquired by sev^l parties but many of them in their own right & have been added
or placed upon & was form part of or in any manner belong to sev^l Camden Plantation Est^o & Property or*
With the Appurtenances thereto belonging And ~~also~~ all the Horses

Mules Cattle Engines Machinery Works implements & utensils

&c^o live & dead stock whatso^{ev} upon or belonging to the said

Plantation or used or employed in the cultivation thereof To Have

and To Hold the one undivided ~~or one equal~~ 3rd part or

share and 2nd the part right claim and interest theretofore ret^d

or int^d so to be of int^r upon the said Plantation or Estate

Slaves and all such other of the aforesaid premises as are

of freehold Tenure or descendible Nature with their Appurtenances

unto & to the ~~only~~ use ~~and~~ Benefit of the said John

*part of the 1792
manuscript to the
said Camden
+ the undivided or
intended so to be
+ the 1792
manuscript to the
said Camden
+ the 1792
manuscript to the
said Camden*

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+

Steward and Alexander Fraser their Heirs and Assigns

for ever And ~~To Have and~~ To Hold the like one

undivided ~~and equal~~ 3rd part or share and other the part rights

claim and interest thereinbefore ~~declared~~ ^{released} or intended so to be

of inhor upon the said Implements live and dead Stock &

all such other of the aforesaid premises as ~~are~~ ^{are} chattels or

personal property unto the said John Stewart and

Alexander Fraser their Executors Administrators and

Assigns as and for their own Chattels and Effects.

And Whereas after the said John Stewart & Alex. Fraser

this 29th of Decemr had entered into the Contract for purchase of ^{the} said

relating to this part of the

Transaction in plantation Slaves Stock & other effects comprised in

in a considerable degree conjectural

John Stewart the Heirs of Leases & Release ^{the} hereinbefore recited they

conformable to the facts where in

recd. notice from or on the behalf of ~~some~~ of the

George Weather M. & John Lushington Esqrs two of the

Children of the said John Lushington the above set to complete

purchase without the concurrence of them

George Weather & John Lushington as they claimed an interest in the

This is to certify that the said John Stewart & Alex. Fraser were at the time of the purchase of the said plantation Slaves Stock & other effects in a considerable degree conjectural and that the said John Stewart & Alex. Fraser were at the time of the purchase of the said plantation Slaves Stock & other effects in a considerable degree conjectural and that the said John Stewart & Alex. Fraser were at the time of the purchase of the said plantation Slaves Stock & other effects in a considerable degree conjectural

18 Jan 19

25

[Faint, illegible handwriting on aged, yellowed paper. The text is mirrored across the page, suggesting bleed-through from the reverse side. The script is cursive and difficult to decipher.]

Did the claim
alter the facts?
9th.

Same Est. ^{of property} premises & intended to institute proceedings to
enforce their rights And Whereas the legal effect
claim ^{is that} ~~was~~ alleged to be that by the Spanish Law

We are much
in the dark as to
them Occurs
the following?
Status in law
is a great matter
by consequence
of the law
premise who
prepaid but
& must not be
conceded as
prejudicial
to the
9th. par. also?
It.

(by which the Island Trinidad was governed)
a wife was entitled to some vested Est. called in
the nature of a dowry is here called Dowry in the
real Est. of her husband to the exclusion of the claims of
his & that such interest or Dowry descended to her

holding
susp. etc.
susp. etc.
W. man's

children who ^{in death} ~~standing~~ ^{she died} in the
life time of her husband ^{in her} ~~standing~~ ^{solely} on her
W. man's in bar of Dowry And Whereas the
wife of the ^{late} William Lushington the Dowry (whom
Name was Paulina) had previous to the time of
the ^{late} John's departure this life benef. 6 children
by her ~~the late~~ ^{the late} W. Lushington the Dowry ^{was} wife
the ^{late} W. Lushington the Dowry ^{was} wife
Phyllis ^{the} wife of John Whaley Esq. ^{was} ~~the~~ ^{same}
~~Phyllis~~ ^{the} wife of John Whaley Esq. ^{was} ~~the~~ ^{same}
Phyllis ^{the} wife of John Whaley Esq. ^{was} ~~the~~ ^{same}
Phyllis ^{the} wife of John Whaley Esq. ^{was} ~~the~~ ^{same}

[Faint, illegible handwriting in cursive script, likely bleed-through from the reverse side of the page. The text is mirrored and difficult to decipher.]

Charlotte Lushington & Augusta Lushington And

Whereas their? Charlotte Lushington Augusta Lushington
might in an agreement of some understanding & arrangement between them? ^{thru Mr. Stewart} Lushington
the year did not contain parts you understand prop. their leg? ~~John Stewart~~
~~with their parts~~ ~~was made~~ ~~any such~~ ~~Change of~~

+ Alex. Frazer
is ap? or actually
was or made upon
them any such -
Claims except in
respect of

And their? Candia Hunt. Hays Stock hubs & Peconic
ap? And their? Paulina Lushington the same was

still is in a state of mental ~~indecision~~
arrangement in ~~indecision~~ ~~indecision~~ And their? Wm Lushington

they? who part expressly agreed to waive any
such Claims as ap? & that the same (if any existed)

tho? be waived & be considered as extinguished for the
mutual benefit of himself their? John Stewart &

Alex. Frazer in case their? purchase tho? be completed
(as was the case) And Whereas a compromise was effected

between their? John Stewart Alex. Frazer & Wm Lushington
they? as such purchase as ap? & their? George M. Whalley

& their? Lushington in the respect of the ap? Claims made
by the latter parties whereby it was agreed that in consequence

of an immediate award from ~~the court~~ court change of
27

[Faint, illegible handwritten text, likely bleed-through from the reverse side of the page.]

£100 to be granted ^{made payable} out of the same Plantation Slaves
Stock books & premises to Mrs. Guyana wholly for

of: in one of the
Copies of my
instructions it is
stated to be a
perpetual annuity
but this seems
very imperfect
the fact sh^d be
clearly ascertained
JH.

of the like ^{annuity} or yearly ^{amount} sum of £100 to be
in like manner granted & made payable to Mrs. Th^s.

Lushington for his life but to be payable to him from
I in of work only of

It is clearly requested
state the precise
nature of the stock
Lushington's annuity
They sh^d Guyana wholly & the Lushington w^o release
life & annuity & give up to Mrs. Stewart & Alex^r.
JH. if was not only
an eventual one
I sh^d F.

They sh^d Guyana wholly & the Lushington w^o release
life & annuity & give up to Mrs. Stewart & Alex^r.

From Mrs. Lushington the yr^{ly} then of claims shall
them & each of their Est^s & interests what^{so} in to depend

the same plantation Slaves Stock books & premises and
whereas in order to induce Mrs. Stewart & Alex^r.

From to proceed with & complete Mrs. Stewart's contract for
the purchase of Mrs. Plant^r Slaves Stock books & premises

Mrs. Lushington they^r promised & undertook
that he w^o guarantee to Mrs. John Stewart & Alex^r.

From & their heirs & assigns ^{sepp.} especially the quiet
possession & enjoyment of ^{of their share of same} the same plantation Slaves Stock books
20

[Faint, mirrored handwriting, likely bleed-through from the reverse side of the page. The text is illegible due to fading and bleed-through.]

and all the
family

premises app^t the? Paulina Lushington Charles
 Lushington & Augusta Lushington ^{of the same family, as claim, the then} & indempnify them
 the said John Stewart & Alex^r? Fraser themselves were adms
 of app^t respicly female claims on their names of their
 parts And Whereas it was further agreed & arranged
 between the? John Stewart Alex^r? Fraser & W^m Lushington
 they? That as between themselves the app^t ann^l sum
 yearly out charge of 100^l. to be granted secured to
 the? Guyana Whately as app^t the? stock of the
 a charge (in equal moieties) exclusively upon the two
 third parts or shares of the? John Stewart & Alex^r? Fraser
 of in yeare Plantation Slaves Stock held & premises
 of the? annual sum yearly out charge
 of 100^l. to be granted & secured to the? Thomas Lushington
 as app^t the? stock of the a charge exclusively upon
 the 3^d part or share of the? W^m Lushington they?
 And ^{whos} no deed or other Instruments in writing have
 hitherto been made or executed between the? John

[Faint, mirrored handwriting, likely bleed-through from the reverse side of the page. The text is illegible due to fading and bleed-through.]

Stewart Alex: Treason & Wm Lushington Messrs: J. G. ...
Wheatley & Thomas Lushington ... for carrying
the ... agreement into effect, but the ...

Georgia Wheatley has been regularly paid ...
or yearly rent charge of ... pursuant thereto by the ...

Stewart & Alex: Treason in equal societies, ...
rent charge agreed to be paid to the ...
had not ... the time of the ...

the ... of the 7th day of June 1815 ...
became due ...
Lushington Messrs: ...

Stewart & Alex: ...
Indemnity as ...
by him as ...

on or about the 7th day of June 1815 ...

...
of the ... of the ...
the ... of the sum of £1370 to the ...

the ...
30

[Faint, illegible cursive handwriting on aged, yellowed paper with horizontal fold lines.]

as therein ment. He then? ~~Wm~~ Lushington did buy
 sell a piece of land unto the? William Lushington the
 got his sons advise of? All those the therein ment? Shall
 of him then? The Lushington partly wroth & partly content?
 of in the therein ment? Sum of 15000. And also all
 the Right Title & Interest of him then? Thomas Lushington
 of in the lands tenent? Slaves & heredit in the
 Island of Trinidad derivation from or under or as
 one of the children of the S. Pauline Lushington
 the? To hold the same unto the? Wm Lushington the
 got his sons advise & assigns to captives & their owners

See apt. also
 See of the...
 W.

Beneficial absolutety And whereas ~~the~~ ~~the~~ ~~the~~
 this concluded that money by virtue of the said...
 the Lushington as of? became a...
 absolutety ~~has~~ made upon the? John... Mr. Praser

Wm Lushington Mayor by Arthur Robinson of the same

of: Island of Trinidad ^{Doct. of medicine} ~~MD~~ of the sum of 1500.

of the...
 of lawful English money by him alleged to have
 by Wm Lushington & others discharged
 been in some manner secured upon the Island

Let of...
 extent of this claim
 be stated as follows
 Joseph... W.

understand & agreed between you? John Stewart & Alex. Fraser & Wm.
Washington Messrs. & their entry into their late contract for
~~purchase of~~ & purchase of ^{Wm. Washington} ~~of~~ than of? Canada
Plant's Names North & Property that you are there was sold? be
discharged from you? but named am. & am or you and always be
according
to all the interests & benefit of them? Wm. Washington Messrs. & their
objection of? but you are there was fully intended ^{to be completed} by
himself declared to have ^{absolutely} ~~been~~ ^{by} John Stewart & Alex. Fraser
by them? date of the day next before date of your written
and whereas a plain Demand was

Plantation Slaves Stock &c. unto & premises comprised
or more & upwards of
in their hands of the day before, ^{and pending} the date of the before written
Bond when the same were ~~the property of the said~~ ^{whom}

~~looking to the same~~ when the same were their Property
in the possession ~~and~~ ^{of} their Hon. Lushington

And Whereas altho' not so expressed in their indenture
Inde being date the day next before the date of the before written

Bond obligation yet it was expressly understood &
agreed between the respective parties & formed part of
their contract agreement between their Hon. Stewart &

Alex. Fraser & Hon. Lushington the year 1792 for the purchase
by the two former ~~from~~ ^{from} ~~him~~ ^{from} ~~the said~~ ^{Hon. Lushington of}

of all his share & interest for in the said Plantation
Slaves Stock &c. unto in name and in binding indenture

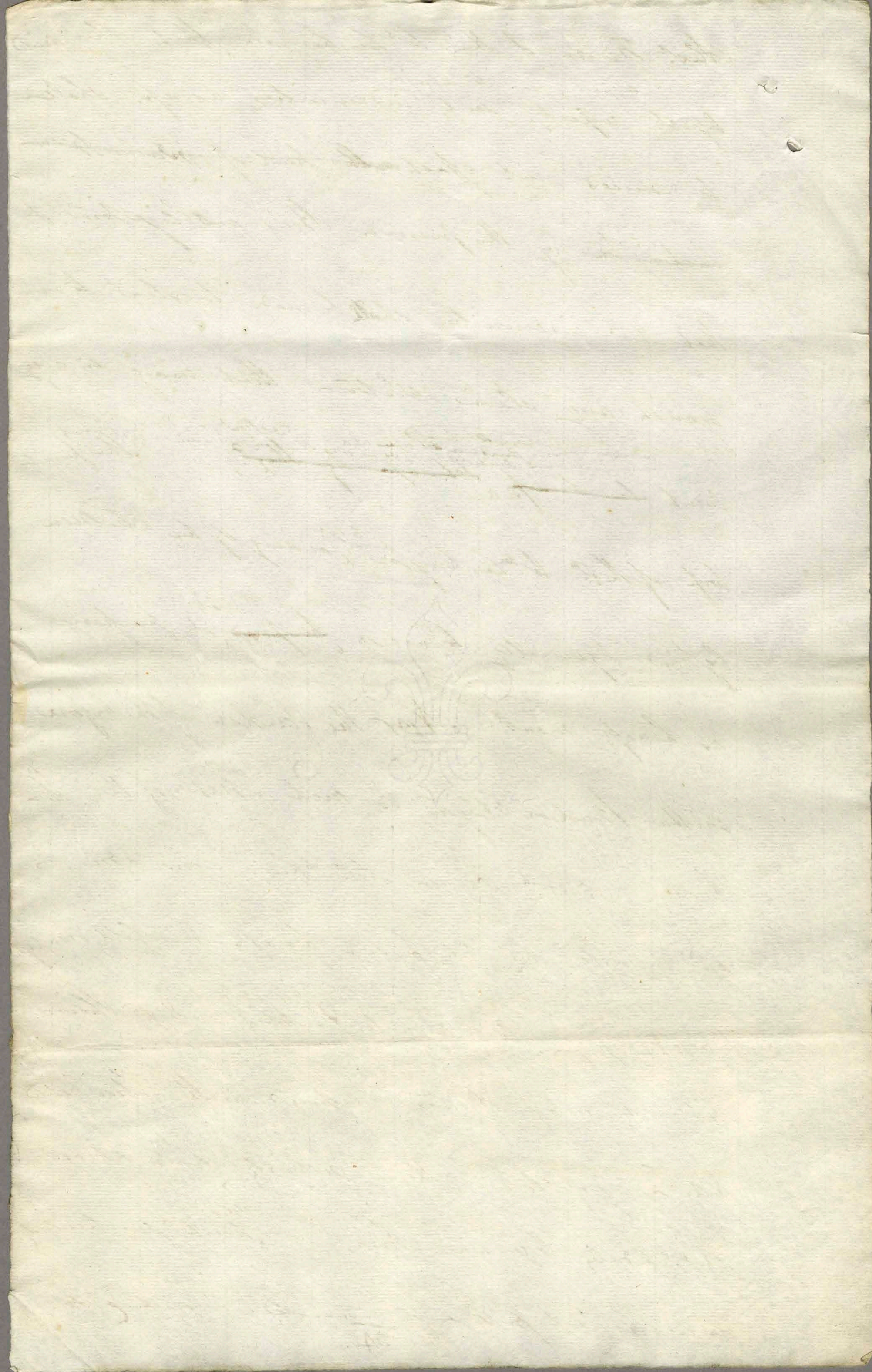
That he their Hon. Lushington the year 1792 doth not only fulfil
his own undertaking to indemnify their Hon. Stewart &

Alex. Fraser of ~~the~~ any such claims as aforesaid on
the part of their Hon. Paulina Lushington Charlotte Lushington
32

[Faint, illegible handwriting on aged, yellowed paper with horizontal fold lines.]

Augusta Lushington but that such insecurity shd?
be now rectified to be made to cover the whole of
the Plant. Slave Stock & heres premises generally
apth also any claims whatsoever on the part of
any of the children of the^d. Paulina Lushington dec^d.
except the^d. George & the^d. claiming ^{only} in respect of
heres^d. amount ^{of} ~~not~~ yearly rent charge, ^{of} ~~and~~
to grant ^{fulfilling} to her ^{as} apth. And it was also altho
it is ⁱⁿ same ^{and} ^{is} ^{proposed} for the part of the^d.
Contract agreement that the^d. W^m. Lushington the
gives the^d. indemnify the^d. John Stewart & Alex^r.
Prayer that he is ^{advised} ^{to} ^{be} ^{respected} of
from me full & equal ^{part} ^{as} ^{share} of ^{the} ^{the^d.}
Costs Damages & expenses ^{to} ^{be} ^{paid} ^{by} ^{the} ^{parties}
then the^d. pay or put into ^{trust} ^{for} ^{the} ^{benefit} ^{of} ^{the} ^{children}
or on acc^t. of the apth. on any other claim or
the part of the^d. Arthur Robertson And whereas
It has been agreed between the^d. John Stewart &

[Faint, illegible handwriting on aged, yellowed paper with horizontal fold lines.]



many of their best laws as an unlawful

the free increase & progress thereof, with Y. Off.
to allegiance Primer belong.

freedom & take the best laws & profits except &

advantage thereof or part thereof to be used

therefrom to further unlawful benefit, without any
& free & clear of any other interruption actions costs charges expenses
debts trouble or inconvenience claims of any kind whatsoever

(whether lawful ^{sightful} or unlawful) of any kind whatsoever

Lushington Magr. ^{& his wife} the Lushington Georgia

Whalley Pauline Lushington Charlotte Lushington

Lushington ^{Lushington their own names & names of} any of them or any of them or any of them

claiming into claim (as of the same or any of them

trust for them the same or any of them or any of them

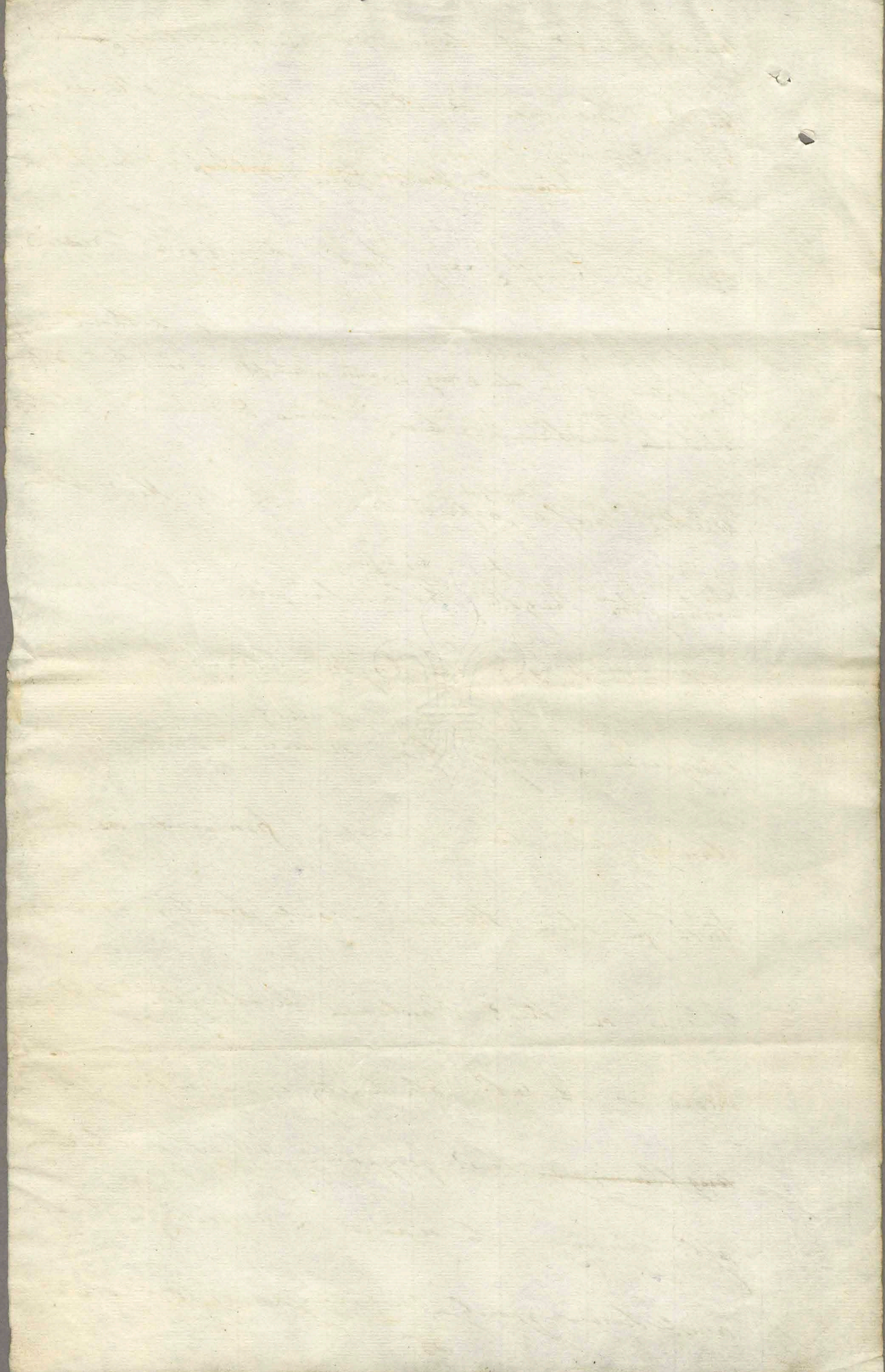
of them or the Pauline Lushington did not own

except as not in the above circumstances of the

~~any~~ claim of the Georgia Whalley the

of claiming into claim in respect of the same

and any of them or any of them or any of them or any of them



be granted & secured to her self? And if they
be? W^m Lushington the you & his wife Thomas
Lushington ~~George~~ ^{Georgia} ~~Wheatley~~ ^{Wheatley} ~~Paulina~~ Charlotte

Lushington & Augustus Lushington their heirs execs &

It is proposed that
Lushington may
beget to the part
of England; but in
several parts
Drown & Stewart as they
the children have not
actually yet.

shall & so from time to time at all times hereof
adms respectively & also the heirs execs & adms of

Paulina Lushington the Deem (who is in absolute

possession of the same as of) at any time or times of the

expiration of one calendar month from the day of her decease

upon any reasonable request & at st. proper Costs & Charges

of her. John Stewart & Mrs. Fraser their heirs execs

adms of app^{rs} respectively making due return & procure

to be made done & voted all & every such further lawful

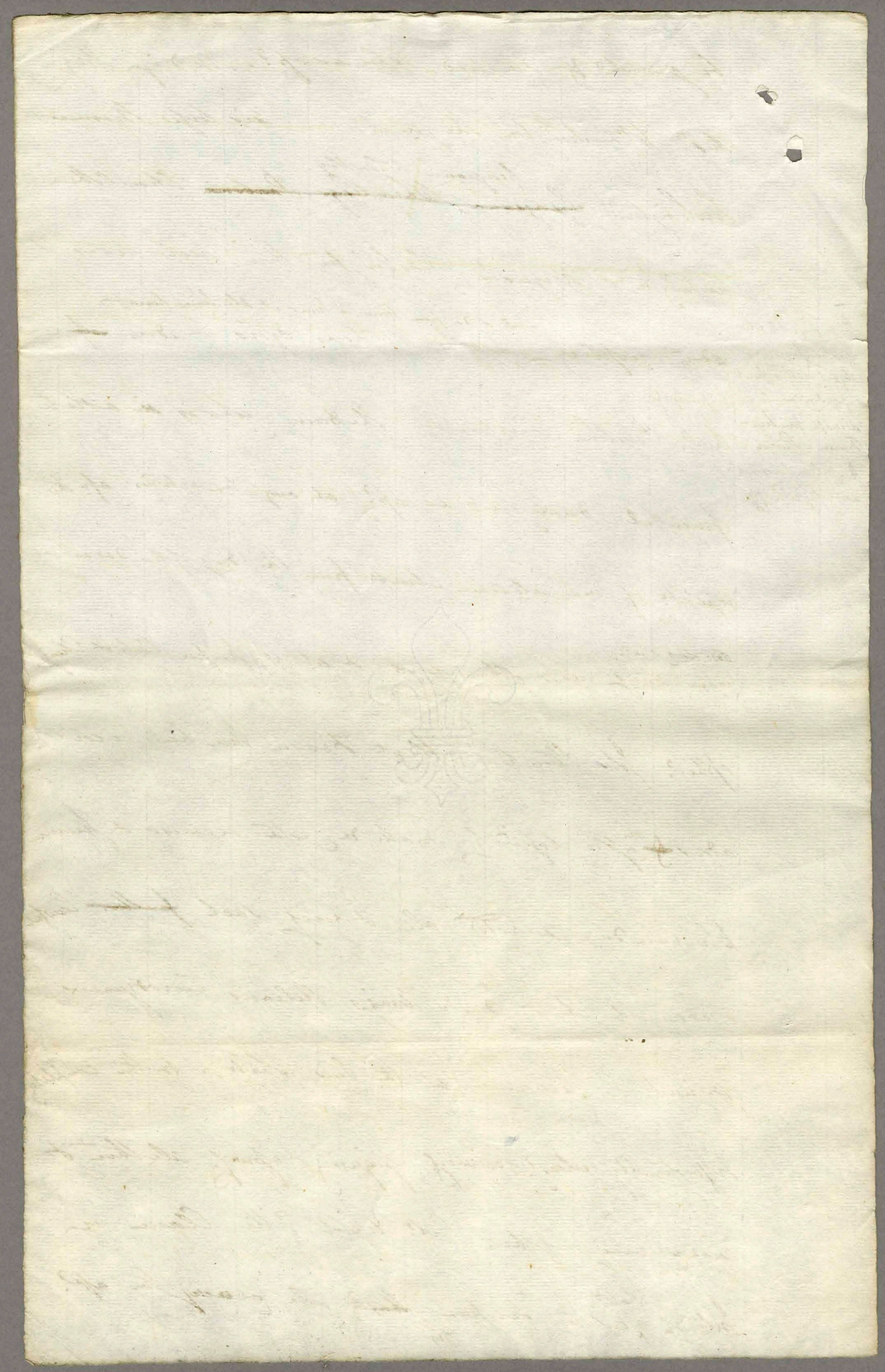
reasonable acts & deeds things releases covenances

agreements & assurances in the law whatsoever further completely

effectually releasing ourselves acquitting & paying all them &

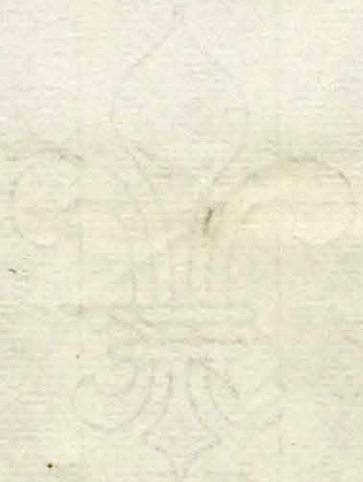
each & every of them But: Right Title Claim or

Interest ^{whatsoever} in or upon ~~the~~ ^{the} said premises the app^{rs}



Plant. what? Haves Stock & Co. but of James & Co
sent this with their appⁿ ~~under the name of appⁿ~~
John Stewart & Alex^r Fraser ~~respective~~ their heirs
~~sent and appⁿ respectively~~ (Except the appⁿ ~~sent~~
sent. Some yearly but charge agreed to granted &
served to their. ^{Whately Druf. he lifer}
as appⁿ sent to the use of their. ^{as per v. only bought} John Stewart & Alex^r
Fraser their heirs ~~sent~~ appⁿ respectively. as by
their. John Stewart & Alex^r Fraser their heirs
heirs ~~sent~~ appⁿ respectively ^{any of them}
either ^{any of them} counsel with Law shall
be reasonably devised & advised & required And also
if their. W^m Lockington the J^r. his heirs ~~sent~~ ^{any of them}
do & shall well & truly make good & pay unto their. John
Stewart & Alex^r Fraser their heirs ~~sent~~ appⁿ
respectively & well truly & sufficiently save defend keep harmless
& indemnified them & each & every of them & yr^s. Plant.

[Faint, illegible handwriting in cursive script, likely bleed-through from the reverse side of the page. The text is arranged in approximately 20 horizontal lines.]



a Estate James Smith of the heirs of James Smith
said? Descendants & Defendants? Who indemnified
them as aff. of James Smith
one full equal 3rd part or share of all things now

Claims of James Costs Charges Damages & Expenses
which they had? The Plaintiff & Acc. from audit

of them then audit of their said accounts
aff. respicily shall a way either from culpability or

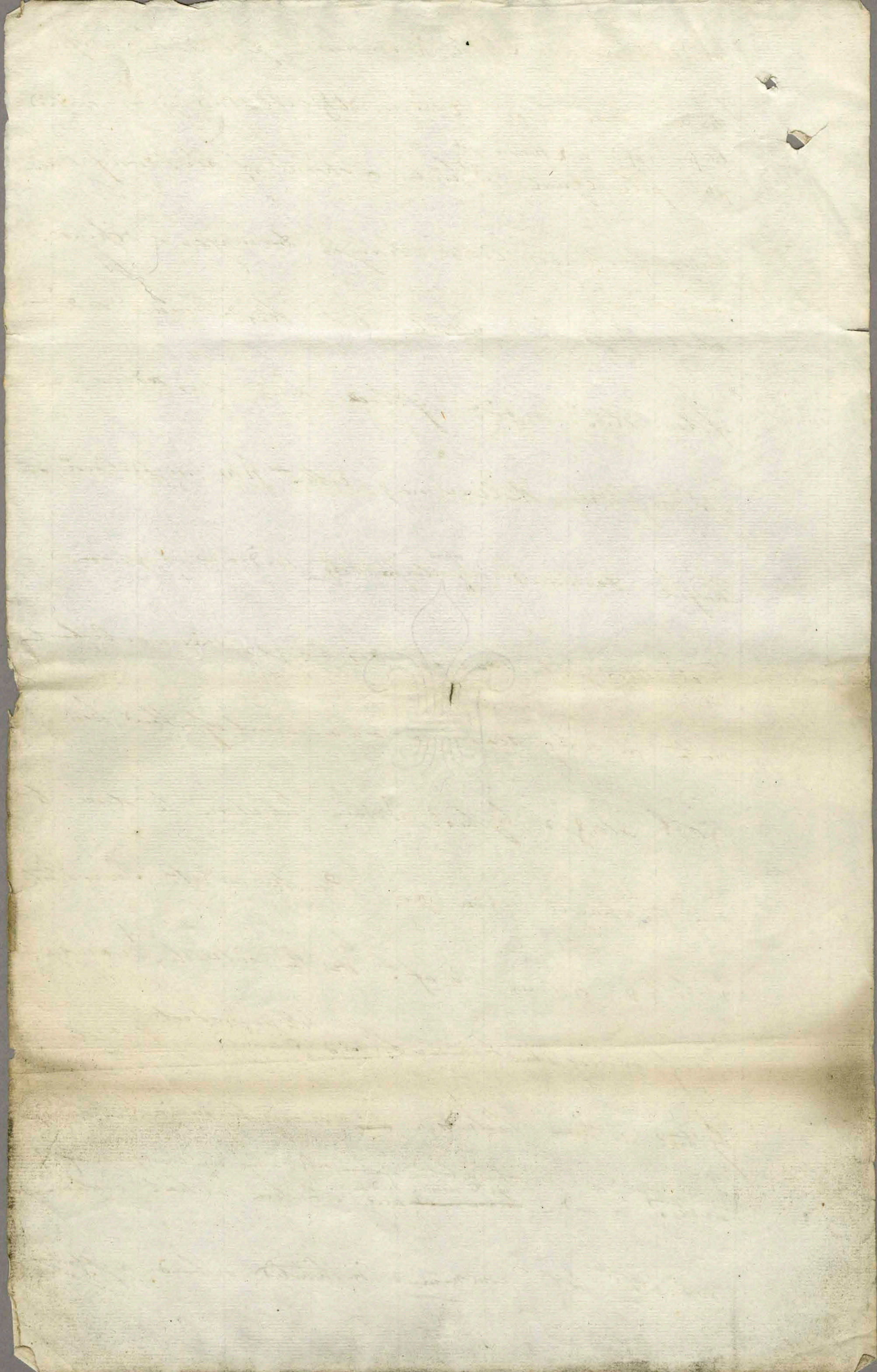
lawful demand ^{upon} as satisfactory evidence of same
being due pay bearing discharge in accordance

unto for any reason on account of their being
1500^l alleged by them? ^{with} Robert to due to

him & ^{be} charged upon ye? Plaintiff Robert James Smith
whether & James as aff. be the interest ^{that} or any part

thereof may other than a sum ^{both parties: first} claimed or to be claimed
by them? Returns Robert ^{persons} in his rights

or other manner ^{or in the existing land fund.} ^{or in representation of him only means or in consequence of} Action which returns
suits to be commenced instituted or had of the said



John Stewart & Co. from order of them their order
of them their order admit order of them or
the Plant. House such & order of them for
security of them sum of £1500 & int. ~~order of them~~
~~order of them~~ ^{int.} as order of them in order of them
consequence ~~them~~ ^{by name} order of them for them
with Bond a obligation shall be void & of none
effect & vice the same shall be remain in full
force & virtue.

As the concurrence of all the Children of Mr. Lushington Senior cannot
(I understand) be now obtained, without considerable difficulty ^{and} delay, which the
parties are anxious to avoid, I have thought it best to make the release from
Mr. Lushington Junior to Messrs. Fraser & Stewart as simple as possible, and not
to disclose upon it any of the incumbrances or claims indemnified against by the
present Bond: and, to prevent any objection on Mr. Lushington's part, on this account,
I have merely taken from him a Covenant that he has not incumbered, or done
any Act to prevent his releasing, and for further assurance by himself & those claiming
under him; and these, with the Bond, will answer every practical purpose to Messrs.
Fraser and Stewart. - I have not made Mr. Lushington a party, partly for similar
Reasons, & partly because Mr. Lushington's Interest is merely equitable, so that no
Dower could attach according to the English Laws; and as to any Claims under the
Spanish Law, they will be covered by the Bond; and I do not think any Judge
would be disposed to take the Examination of Mr. Lushington (even if thought
advisable) as there is clearly no law authorizing him so to do - With respect
to the Claims of the Children of the late Mr. Lushington under the Spanish Law
I am furnished with but a very imperfect account; and, from the Opinion of
a Spanish Doctor, relating to some other Property of Mr. Lushington, and a Copy
of which I have seen, it would seem the claims are ^{entirely} unfounded. If however at
any future period Messrs. Fraser & Stewart can procure a release from the Children,
I should recommend them to do so; but, in the interim, it might be desirable
to obtain a more accurate knowledge of the nature and ground of the claims, and
particularly of what Estates the Children take, as it appears uncertain whether they take
Estates for life, or of Inheritance; and whether ^{upon} the Realty and Personalty both, or

on the former. I have perused the Abstract of Apigment from Mr. Lushington (which is not so satisfactory as could be wished) and have made some observations upon it (see the Abstract). There are some Queries and remarks on the margin of this Draft which will require attention. I am not apprized of the precise manner in which the Transactions relative to this Property, have been carried on; but should it be necessary for Messrs. Fraser & Stewart to use the name of Mr. Lushington Junior (which does not seem to appear to be the case) a Power for that purpose may be added to the present ^{of Mr. Lushington} Deed, or taken by a separate Instrument; and the latter Plan would perhaps be found more convenient.

J. Humphrey

Garden St. Temple 4th Jan^y 1814.