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 Middx Esq.r and Alexander Fraser of George Street in the City of London & Arlington Street in the s.d County of Middx Esq.r in the sum of £ of lawful British Money to be paid to the s.d John Stewart & Alex.r Fraser or their certain Attorney Exors Admors or Ass.s for which Payment well & truly to be made I bind myself my heirs exors & admors firmly by these presents Sealed with my Seal & dated this day of in the year of our Lord 1819. —

See Ack.t with L. 25 Lt. 13 Jan 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 Leycester Esquire of the first part — Christopher Idle Esquire Joseph Marryat Merchant and William Timson Wine Merchant (Assignees of the Estate

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 ~~said~~ above named, John Stewart and ~~the said~~ also the above named Alexander Fraser (then of Crosby Square in the said City of London) of the fifth part After by the sd. 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 & hinfter 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 £1,120.15.- by way of deposit And also reciting that in pursuance of

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 ~~Fraser~~ Stuart and Alexander ~~Stuart~~ Fraser 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 £10,106.5.— 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 £897.17.6 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 £10,106.5.— & £897.17.6 had been both laid out in the purchase of 3 per Cent Consolidated

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~~ of sale under which the said John Stewart and Alexander Fraser purchased and in the first Schedule to the ~~same particulars~~ now recited Indenture annexed respectively named with (being same as ye first Schedule also hereunto annexed hereunto written) set forth the Names and descriptions of the same Negroes and other Slaves as in the aforesaid Certificate and in the second Schedule ~~Schedule to the same annexed~~ set forth and which said Certificate and last mentioned Schedule (such Schedule being a Copy of ye from same Certificate) 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 Trinadad It had been agreed that James Lowe and John Thatcher both of the said Island Esq^res should be appointed the Attornies

of all the Parties thereto with such Powers and Authorities as therein after 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 Simson Charles Boldero Edward Gale Boldero & Sir Henry Lushington (and to which said Charles Boldero Edward Gale Boldero and Sir Henry Lushington the same Premises had subject to the sd. 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

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 Exors 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 Suretes 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 Statute Measure 1061 Acres

or thereabouts whereof 15 a 7 r 2 p 37 or thereabouts

were then or then lately cultivated in Sugar Cane

80 Acres or thereabouts were then or then

lately in pasture 80 Acres or thereabouts

were then or then lately in provision

grounds 191 a 1 r 16 p or thereabouts were then or then lately

fallow and brush lands and the remr 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 28th & 29th days of Septr. 1804 & the 23rd & 24th days of May 1808 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 sd. 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 Works stock and other appurts on or to the sd. Premes or any of them belonging To hold the said Plantation or Estate Lands and all such other of the apd. Premes as were of

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freehold 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 Considns aforesaid each and every of the said parties thereto Did constitute and appoint the said James Lowe and John Thatcher and each of them the true and lawful Attornies & Attorney of the Parties thereto each and every of them in manner therein mentd. 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 sd. James Lowe and John

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 s.d 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.d 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

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 sd. recited Indre of Release or some or one of them a correct Schedule Inventory or Instrument whereby they have described and identifyed the Slaves in the first Schedule to the sd. Indenture of Release ~~annexed~~ hereunto annexed or hereunder written 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

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 23d. & 24th. days of October 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 Consn of the Sum of £4240 by the sd. John Stewart & Alexander Fraser to the sd. William Lushington party thereto paid as therein mentd. in full for the absolute purchase of the slaves and ~~the~~ heredits 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 mentd. & comprized in the Schedule thereto and also in the 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 sd. Plantation or Estate called Camden and of which Slaves the sd.

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 sd. 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 ~~said~~ abandon William Lushington the younger of the 1st part the sd. 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 thereinafter 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

to the said J. Tilson & William Lushington the younger by the sd 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 ~~3rd~~ 4th Schedule or Inventory hereunder written or hereunto 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 sd 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 heredits & Premes 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 ds. Estate the several Slaves resply comprized in and conveyed by the ds. several recited Indres of Lease & Release each respectively of the 23rd & 24th days of Octr. last past & that the same Slaves should thereupon be considered as belonging to and forms. 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 sd. Camden Plantation Estate Slaves Stock & heredits and Premes comprized in the said first hereinbefore recited Indres 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 latterm.d Slaves ought to have been procured and purchased by

the said William Lushington the younger as hereinbefore mentd. And Whereas in consequence of such default on the part of the said William Lushington the younger the sd. 3 several Conveyances hereinbefore recited were respectively made and executed to the said John Stewart & Alexr. Fraser only & their heirs executors admors & asgs. respcly as hereinbefore mentd. But with an understanding that they should afterwards when the state of the purchase Acct. between them & the sd. Wm. Lushington the yr. shd. be ascertained make and execute a Dectn of Trusts in his favor of one undivided equal 3rd part or share of the said Plantn. Slaves & other heredits & Premes hereinbefore mentd. & respcly comprized in the sd. sevl. Indres hereinbefore 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 & Alexr. Fraser were let into

the possession and enjoyment of the said Plantation Estate Slaves Stock & other heredits & Premises 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 2ndly & 3rdly hereinbefore recited as tenants of the same to the respive Proprietors thereof at Annual Rents And Whereas the sd. Willm. Lushington the younger was admitted & has been treated & considered as an actual part owner of the sd. 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

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 heredits & Premes comprized in the several Indres hereinbefore recited and also of or as to all the ~~Lusses~~ 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 Pl. John Stewart & Alexander Fraser in the Sum of £ of lawful English Money as liqs. Wm Lushington the [19] Pl. doth hereby acknowledge

expectant

Q. Further whether you have Lushington Share of Profits to Out-to be paid Pl. only

And Whereas by an 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 hereinbefore recited and also reciting that the said Wm Lushington the yr had contracted ~~and agreed~~ with the said John Stewart & Alexr Fraser for the absolute Sale to them of all his the same Wm Lushingtons undivided equal 3rd part or share & every other share rights & interest whatsr of in & to the said Camden Plantn Estr Slaves Stock and other Effects & premises resply comprized in the 3 secl conveyances ~~of different parts thereof~~ as therein & hereinbefore recited Upon and for the terms & consons following; that is to say, In Consn of the sd Balance or Sum of £ so due & owing from the said Wm Lushington the yr to the said John Stewart & Alexr Fraser upon the Settlt of the said accts as afsd / to be released as hereinafr mentd / & the further Sum of £ 4000 to be

paid by the said John Stewart & Alex.r Fraser to him the s.d

Wm Lushington Esqr. It is witnessed that ~~in pursuance of~~

~~the said recited Agreement &~~ in Consn of the aft.d Balance or Sum

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

the said John Stewart & Alex.r Fraser as ~~hinbefore is ment.d~~ aft.d

& of & from which s.d Sum of £1968.3.10 they the s.d Jno Stewart

& Alex.r Fraser did thby release & discharge the s.d Wm Lushington

his Heirs Exrs & admrs as therein ment.d and also in Consn of ~~the Sum of~~

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

(in equal Moieties) to the said Wm Lushington Esqr. paid ~~therein~~

as therein ment.d ~~being lapt. with~~ same & yr

~~which was they acknowledged to the~~ s.d Balance or Sum of £

1968.3.10 making tog.r the Sum of £5968.13.10 being ~~to be~~ in

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

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

Slaves Stock &c.a Effects & premises thereafr mentd. or described & referred to

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

Lushington did thby acquit release & discharge the s.d John Stewart

~~and Alex.r Fraser~~ He the said Wm. Lushington the yo.r ~~Ded~~ Have granted ~~bargain sell alien~~ released & confirmed unto the s.d John Stewart & Alex.r 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 of the part or share right title claim & interest whats.r of him the s.d Wm. Lushington the yo.r of in to or upon All & singular that the said Plantation or est.e piece or parcel of land sit.e lying & being in the quarter of Conva in the Island of Trinidad af.d formerly called by the Name of Concordia but now by the Name of Camden And all those sev.l Negroes & o.r Slaves Mules & horned Cattle worked or employed upon or belonging to the said Plantation & whose Names or Descriptions are partly set forth in the first Schedule thereunder written or thereunto annexed (& also in the manner described & set forth in y.e first Schedule or Inventory hereunder written or thereunto annexed) or intended so to be ~~or intended so to be~~ ~~or such of the same~~ which Slaves ~~as~~ have been described or identified by the said Schedule Inventory or Instrument made & exted by the s.d J. Lowe &

& J. Thatcher in pursuance of their said recited Power as therein

accordg. to Names & Descriptions which by some mistake were registered in

yd. Island Trinidad pursuant ~~pursu~~ to Rules & Orders Council & hereby &

hereinbefore mentd. (being the Plantation Slaves Stock & other Parts

& Pcels comprized or intended so to be in the Indres of Lease

& release first therein & hereinbefore recited) And all those 52 sevl.

Negro & other slaves mentd. ~~&~~ comprized & described in the 2nd Schedule

(which s. last mentd. Slaves are in like manner ment. ~~described~~ comprized & described in sd. 2d Schedule inventory hereunder written or hereunto annexed)

~~Thereunder written or thereunto annexed~~ being the sevl. Slaves

comprized or intended so to be in the sd. Indres of Lease & Release

2ndly therein & also hereinbefore recited & which are worked or employed upon &

belong to the said Camden Plantn. or estn. as therein & hereinbefore

mentd. And also all & every the 25 Negro & other Slaves partly

named or otherwise described in the 3d Schedule ~~thereunder written~~

(which sd. 25 Slaves are also in like manner described in sd. 3d Schedule or Inventory hereunder written or hereunto annexed)

~~or thereunto annexed~~ the same being the Slaves comprized in

the Indres of Lease & Release 3rdly therein & also hereinbefore recited or intd.

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

aftd. or such & so many of the aftd. sevl. Slaves Mules &

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

of the sd. sevl. Slaves ~~they~~ relt. or intd. so to be and all Benefit

and advantage to be had & derived from the same and which s.d 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.e or any part thereof & all assets of them as were from time of p.r of.d Letters made of Pos in y.e Island of Trinidad pursuant to y.d Order in Council in that behalf and ~~part thereof~~ ~~And~~ all other (if any) the Plant.n Lands & Slaves Stock & o.r real & personal est.e whats.r comprized in the sev.l Plan & Schedule hereunto (& also hereunto) annexed & marked respectively as aforesaid sev.l Plans & Schedules respectively herein & hereinbefore recited Indres or any of them or intended so to be which have at any time since y.e date of y.e same Indres any of them been purch.d acquired by y.d parties hereto any of them & their or any of their agents & have been added or placed upon & now form part of or in any manner belong to y.d Camden Plantation Est. & Property or With the appurts thereto belonging And ~~the~~ all the Horses + Mules Cattle Engines Machinery Works implements & utensils & o.r live & dead stock whats.r 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~~ 3.rd part or share and o.r the part right claim and interest thereofore ref.d or mt.d to be of into or 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 Appurts unto & to the ~~only~~ use ~~and Behoof~~ of the said John

+ are considered or intended so to be

Stewart and Alexander Fraser their Heirs and Assigns

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

undivided ~~[illegible]~~ 3rd part or share and other the part right

claim and interest therein before ~~[illegible]~~ claimed, or intended so to be

of either upon the said Implements live and dead Stock &

all such other of the aforesaid premises as ~~[illegible]~~ are chattel 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 ~~[illegible]~~ said John Stewart & Alex.r Fraser

this Deed relating to this part of the Transaction was in a considerable degree conjectural & had been framed upon the Footing of Leases & Releases which were not executed they conformable to the facts when incorrect

had entered into the Contract for purchase of the Landed

Plantation Slaves Stock & other Effects comprized in

the Indenture of Lease & Release of the preceding date received they

received notice from or on the behalf of ~~[illegible]~~

Georgiana Wheatley W.m & Thos Lushington Esqrs two of the

Children of the said Wm Lushington the elder not to complete

their Purchase without the concurrence of them

Georgiana Wheatley & Thos Lushington

the said ~~[illegible]~~, as they claimed an Interest in the

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q: or was they notice generally on behalf of the Children & prepared they did & like any ~~[illegible]~~ instructions for the Ind.t that there had been only 3 Children. JH 19 Jany 19

Q: did the claim extend to Trinidad? J.H.

Same Est.e Powers & intended of recovery to institute proceedings to enforce their rights And Whereas the Govr. of the said Claim, ~~and~~ was alleged to be that by the Spanish Law (by which the Island Trinidad was governed) a Wife was entitled to some vested Est.e called an in the nature of profit is here called Dower in the real Est. of her husband to the exclusion of the Claims of Chs & that such Interest or Dower descended to her Children. who withstanding ~~a husband~~ the death ~~died~~ in the life time of her husband ~~a lunacy~~ her husbt. Settlement on her husbt. dev. Wt. marriage in bar thereof Dower And Whereas the wife of the Ld. William Lushington the Elder Cohon Nawab as Parliam / had recovers to the time of the dth. Nawab departed this life bwt. 6 children by the d. ~~The Ld.~~ Wm Lushington the eldest surv. dth. the d. Wm Lushington the Govr. & the d. Lushington & Georgiana Wheatley, the wife of John Wheatley Esqre ~~Georgiana Wheatley Esq. Widow~~ said dec.d of Parliam Lushington.

In the Claim are much in the Dark as to their Claims & the follow. Statement is made in a great manner by conjecture by ~~the pay~~ the Gentlemen who prepared the Ds & cannot not be considered as prejudicing the Ms & Trustees Smith Dr.

Gr. pers. also? J.H.

Charlotte Lushington & Augusta Lushington And

Whereas the? Charlotte Lushington Augusta ~~Lushington~~ Lushington
entering to their consequence some misunderstanding & arrangement between them & the? Wm Lushington
the ptys. did not within parts give any further proof within the? John Stewart &
~~within parts~~ ~~agree or make~~ ~~any proof~~ ~~Claims~~ &

+ Alex.r Fraser is aff.d or actually agree or make upon them any such claims ~~[illegible]~~ in respect of

the? Landon Hart.s Hans Stockhuto & Pecmerao

aff.d And the? Pauline Lushington the Daur was

still in a state of mental ~~[illegible]~~

derangement or imbecility And the? Wm Lushington

the pty.r on his part expressly agreed to waive any

such Claims as aff.d & that thereafter (if any existed)

the? be ~~[illegible]~~ & be considered as having waived for the

mutual benefit of himself the? John Stewart & the

Alex.r Fraser in case their defendant the? be completed

(as was the case) And Whereas a compromise was effected

between the? John Stewart Alex.r Fraser & Wm Lushington

the pty.r as such purchasers as aff.d & the? Georgiana Wheatley

& the? Lushington in the respect of the aff.d Claims made

by the latter parties whereby it was agreed that in consid.n

of an immediate amd. from urgently rent change of

£100 to be granted and made payable out of the same Plantation Slaves Stock Crops & premises to Thos. Gorgeana Wheatley for

Q: in one of the Papers of my instructions it is stated to be a perpetual annuity but this seems very improbable the fact should be clearly ascertained

JH.

halfpay & the like annuity or yearly ~~annuity~~ sum of £100 to be in like manner granted ~~& made payable~~ to Thos. Thos. Lushington for his life but to be payable to him from & in ye. event only of

Mr Wheatley requested to state the precise nature of his & Thos Lushington's claims & why Mr Lushington instead of Wm Lushington requires him to be paid for life or during

Q: if was not only an eventual one?

JH.

They Thos. Gorgeana Wheatley & Thos Lushington would release & give up to Thos. John Stewart & Thos. ~~their claims~~ Fraser & Wm Lushington the ye. their sd. claims & all their & each of their Rts & Interests whatsoever in & upon the same plantation Slaves Stock Crops & premises And Whereas in order to induce Thos. John Stewart & Thos. Fraser to proceed with & complete their contract for the purchase of Thos. Plantn. Slaves Stock Crops & premises Thos. Wm Lushington they ye. promised & undertook that he would guarantee to Thos. John Stewart & Thos. Fraser & their heirs exors & admors. respectively the quiet possession & enjoyment of their shares respective of the same plantn. Slaves Stock Crops

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& premises aft.d the.d Pauline Lushington Charlotte
Lushington & Augusta Lushington & Pulsipher claiming, or claiming thro' them
indemnify them
the said John Stewart & Alex.r Fraser their heirs exors adms
& ass.s respectively from the claims or demands of their
parts And Whereas it was further agreed & arranged
between the.d John Stewart Alex.r Fraser & Wm Lushington
the.ys That as between themselves the aff.d annual sum
equally that charge of 100l. to be granted & secured to
the.d Georgiana Wheatley as aff.d shd. attach & be
a charge (in equal moieties) exclusively upon the two
third parts or shares of the.d John Stewart & Alex.r Fraser
of in & in Plantation Slaves Stock Debts & premises
& that the.d annual sum equally that charge
of 100l. to be granted & secured to the.d Thomas Lushington
as aff.d shd. attach & be a charge exclusively upon
the 3d part or share of the.d Wm Lushington the.ys.
And who as Deeds or other Instruments in writing have
hitherto been made or executed by between the.d John

and a letter formerly

Stewart Alex.r Fraser & Wm. Lushington the yg.r sons of George
Wheatley & Thomas Lushington as surety for them for carrying
the Compromise & agreement into effect, but the
George Wheatley has been regularly paid his Annuitan
agreeably & sent charge & to pursuant thereto by the
Stewarts & Alex.r Fraser in equal Moieties, & yd. annual
and the yearly
sent charge & yd. to be paid to the Thos Lushington
bad debts ~~[illegible]~~ at the time of the ~~[illegible]~~ execution of
the Indt. of the 7th day of June 1815 hereof received ~~[illegible]~~
become due & payable not
paid the Lushington the yg.r hitherto made or given to
the Thos John Stewart & Alex.r Fraser any such security or
Indemnity as hereinafter ment. to be given to the
by them as afs.d And Whereas by the Indt. bear. date
on or about the 7th day of June 1815 Christian referred to
& which is
made & supposed to be made between the the Lushington
of the one part & the William Lushington the yg.r of
the d. part In Consideration of the sum of £1570 to the
the Lushington paid by the Wm. Lushington the yg.r

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as therein mentd. the Thos. ~~the~~ Thos. Lushington did bargn.
sell assign & set over unto Thos. William Lushington the
yr. his exors admrs & assigns
& their own use
& benefit absolutely And Whereas ~~affirm & demand~~
it is conceived that money by virtue of yr. last said bond yrs. amounts to a considerable sum as aforesd.
to be granted to yr. Mr Lushington as aforesd. became extinguished & was especially subject
Lately ~~been~~ made upon Thos. John Stuart Alexr. Fraser
& Wm. Lushington Thos. by Arthur Robertson of the
Island of Trinidad ~~Wd.~~ Doctor of Medicine of for the sum of 1500l.
or thereabouts
of lawful English money by him alleged to have
by yr. Wm. Lushington yr. Eldest Son & Discharge
been in some manner secured, upon the said lands

Let yr. motion & extract of this claim be stated as fully as possible Ht.

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understood & agreed between yr. John Stewart & Alex.r Fraser & Wm.

Lushington Respts. in their entering into their late contract for

~~purchase~~ sale & purchase of Volume Wm Lushington's Share of yr. Camden

Plantn. Slaves Stock & Property that became there was other be

discharged from or. but remained and continued liable

accordingly

~~but~~ as the Interests & Benefit of Thos. Wm Lushington the Respts. under

a Joint & yrs. last mentioned Instr. was fully intended ~~by~~ to be comprehending

hereby declared ~~to have~~ absolutely passed ~~by~~ to Thos. John Stewart & Alex. Fraser

by Thos. Instr. of the day mentd. before yr. date of yr. ~~Offer~~ written Bond

And whereas a Claim & Demand was

Plantation Slaves Stock & P. hereto & premises comprized

in the Recd. Bills of the day ~~before~~ next preceding the date of the before written

Bond ~~when the same were the property of the said W.~~

~~Lushington the elder~~ when the same were the Respective

property of him the said Wm Lushington

And Whereas altho' not so expressed in the said instrument called

Bond obligation yet it was expressly understood &

agreed between the said parties thereto & formed part of

the said contract or agreement between the said John Stewart &

Alexr Fraser & Wm Lushington the yr. for V. Jonathan

Lushington the two former ~~parties~~ from him ~~the said~~ Wm Lushington of

~~of~~ all his share & interest for in the said Jamaica Plantn.

Slaves Stock & P. hereto or drawn hereto & hereinbefore mentd.

That he the said Wm Lushington the yr. shd. act only fulfil

his agt. undertaking to indemnify the said John Stewart &

Alexr Fraser agt. ~~that~~ any such Claims as aforesd. on

the part of the said Paulina Lushington Charlotte Lushington

& Augusta Lushington but that such indemnity shd.
be now extended to & made to cover ~~to~~ the whole of
the Plant.s Stock &c. here & premises generally
agst. all & any claims whatsr. of the partiesfolex
any of the Children of the sd. Paulina Lushington dec.d
except the sd. Georgiana Wheatley claiming only in respect of
her apt.d amt. hereof ~~and~~ yearly rent charge, & pro
to grant secured to her as apt.d. And it was also agd. that
not in pursuance of the premises further parties thereto
the Contract or agreement that the sd. Wm. Lushington the
gor. shd. indemnify the sd. John Stewart & Alex.r
Fraser their heirs exors admors respectively &c
from one fifth & equal 3rd part or share of all the sd.
costs Damages & expences ~~to~~ which they may sustain
then sd. fazenbrought into party, ~~vain~~ vain consequence
or on acct. of the apt.d or any other claim or
demand of the sd. Arthur Robertson And whereas
it has been agreed between the sd. John Stewart &

Alex.r Fraser & the.s Wm. Lushington, mrchts. that the.s said

respects, respectively such indemnities as afs.d shall

be carried into effect ~~on the part of said Wm.~~

~~Lushington~~ by the present Bond or obligation &

that the.s indemnities shall be made to extend to or

against any claims whatever that may in any

[illegible] Plaintiffs Stevens Roche & Co. Merchts. & Thereon or any of them

[illegible] the present

[illegible] ~~by~~

~~[illegible]~~ ~~[illegible]~~

bond ~~be binding~~.

wife of the.s Wm. Lushington, mrchts. nancy & the children

begotten & generally the.m such & ~~purposes~~ other & purposes

as binding. Now the condition of the before

written Bond or obligation is such that if the.s John

Stewart & Alex.r Fraser their heirs exors & adms

afs.d respectively do & shall pay or cause to be paid or cause

to be paid unto the Plaintiffs or Pltfs. Stevens

Roche & Co. Merchts. & Dwellers Partners composing in the firm said

firm nancy & them & their respectively & also above

Lushington & schedule by same debts — & debts particularly

described at pgs. & commended & such & so

many of the Test.r Sons as aforesaid, viz.e ~~the~~

the Issue Increase & Progeny thereof, with Y.e Appr.

to alienate Parties belongs.

Receive & take the Rents Issues & Profits thereof & to

advantage therefore & for that therefore to receive

thereof to & for their own use & benefit, without ~~any~~

charges & expences & free from all & any further interrupt.n actions suits costs

~~let lawful~~ ~~trouble molestation~~, claims & demands whatsoever

(whether lawful, rightful or pretended only) of & by, the said Wm.

Lushington Esq.r & the said Thos Lushington Georgiana

Wheatley Pauline Lushington Charlotte Lushington

Augusta Lushington their heirs exors admors or assigns

& any of them or any other person or persons

claiming or to claim (as aforesaid) from under or in

trust for them the same or any part or parties or any

of them or the said Pauline Lushington dec.d save

Except as aforesaid) to be hereby indemnified of & for

~~any claim~~ the said Georgiana Wheatley their

aforesaid claiming or to claim in respect only of the aforesaid

annual sum or yearly annuity or sum of 100l. granted to

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be granted & secured to the aforesd. and if they

the sd. Wm Lenthrop the yr. & his wife Thomas

Lenthrop ~~Georgiana Wheatley, Pauline~~ Georgiana Wheatley Charlotte

Lenthrop & Augusta Lenthrop their heirs exors &

admrs respectively, shall & do from time to time & at all times hereafter

& also the heirs exors & admrs ~~of~~ respectively of

the sd. Paulina Lenthrop the Dam (who is in a state

of mental derangement as aforesd.) at any time or times after the

expiration of one calendar month from the day of her decease

also do & shall upon every reasonable request & at their proper Costs & Charges

of the sd. John Stewart & Mrs. Frasa their heirs exors

admrs & assrs respectively make doe & execute or cause & procure

to be made done & executed all & every such ~~further~~ lawful

& reasonable Acts Deds Things Releases Conveyances

Assignments & Assurances in the Law whatsoever for better completing

& effectually vesting conveying assigning & assuring all their &

each every of their Rts. Legal Title Claim or

Interest whatsoever in & to or upon ~~the sd.~~ all & every the aforesd.

It is hoped Mr. Lenthrop may depart to this part of Calcutta; but is desirable provided as Frasa & Stewart as the Children have not actually rel.

Plaintiff aldr. Havers Stock &c. hath & premises they
part thereof with their appr. ~~with the ass of pltff.~~
John Stewart & Alex.r Fraser ~~respon~~ their heirs
~~exors adm.rs & ass.s respectively~~ (Except the aff.d ~~Geo.g~~
amt. Summerpenny cost charge agreed to granted &
sacred to the.d Georgiana Whatley dwg. he lifes
as aff.d) unto & to the use of the.d? John Stewart & Alex.r
Fraser their heirs exors adms ass.s respectively as by
them the.d John Stewart & Alex.r Fraser their ex.rs
heirs exors adms ass.s respectively may of them
or their or any of their counsel with Law shall
be reasonably devised or advised & required And also
if the.d Wm Lushington the Vr. his heirs exors or adms or any of them
do & shall well & truly make good & pay unto the.d John
Stewart & Alex.r Fraser their heirs exors adms ass.s
respectively & well truly & sufficiently save defend keep harmless
& indemnified them & each & every of them & ye.d Plaintiff

a Estate Lines Stock & c. heirs & assigns hereinbefore

mentd. described & referred to & intd. to be indemnified

thereon as afsd. of & from & against

one full equal 3d. part or share of all & every sum

sums of money costs charges damages & expences

which they the sd. John Stewart & Alexr. Dunn or

either their or of their heirs executors or

adms. respectively shall or may either from compulsion or

lawful demand or upon satisfactory evidence of prem

being due pay bear or discharge or cause to be paid

unto for any reason or account of the sd. bond of

500l. alleged by the sd. Arthur Robertson to be due to

him & to be charged upon pd. Plaintf. or Rtrs. Runs Stock

behalf & premises as afsd. or the interest thereof or any pt.

thereof or any other sum or sums claimed or to be claimed

by the sd. Arthur Robertson or any person or persons in his rights

or other wrongs or in the writing or deed of any Action or suit or actions

suits to be commenced instituted or had against the

John Stewart Esqrs. Fraser and of them their and
of their heirs and admrs. respectively many of them or
the Plaintiffs Hans Stirling Esq. heirs or personal rep.
according of the sum of £1500 & int. mentioned
~~mentioned~~ & int. as aforesd. or Plaintiffs in relation to said
sum or sums
consequence ~~thereof~~ grants or any part thereof Then the before
written Bond or Obligation shall be void & of none
effect But else 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 Mrs. Lushington a party, partly for similiar Reasons, & partly because Mrs. Lushington's Interest is merely equitable, so that no Dower can attach according to the English Laws; and as to any Claims under the Spanish laws they will be covered by the Bond; and I do not think any Judge would be disposed to take the Examination of Mrs. 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 Mrs. 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 o

on the former — I have perused the Abstract of Assignment 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 appear to be the case) a Power for that purpose may be added to the ~~present~~ Deed of Bargain or taken by a separate Instrument, and the latter Plan would perhaps be found more convenient. —

J. Humphry

Gunden Cty. Temple 4th Jan 1819.