ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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Suit in Chancery, May 1838.

of Chancery (the said *Louisa Higgins* being a Ward of the said Court): And whereas in or about the Month of *May* One thousand eight hundred and thirty-eight a Suit was instituted in the said Court of Chancery by the said *Louisa Higgins*, an Infant, by her next Friend, against *Charlotte Higgins* Widow, the Mother of the said *Louisa Higgins*, Sir *Edmund Antrobus* of the *Strand* in the County of *Middlesex*, Baronet, and *Alexander Hall* of *Austin Friars* in the City of *London*, Esquire, the Executrix and Executors named in and the Trustees of the last Will and Testament of *Tully Higgins*, late of *Bryanston Square* in the County of *Middlesex*, Esquire, deceased, the late Father of the said *Louisa Higgins*, for establishing the Will and Codicils of the said *Tully Higgins*, under which the said Infant Plaintiff was entitled to considerable Benefit, and also for administering his Estate, under the Direction of the said Court, and the Bill in the said Suit was afterwards duly amended, and the said Defendants duly appeared and put in their Answers thereto, but, except as herein-after mentioned, no further Proceedings were afterwards had in the said Suit: And whereas the said *Charlotte Higgins* intermarried with *Charles Staniforth*, now of *Connaught Place, Hyde Park*, in the said County of *Middlesex*, Esquire, her present Husband, in or about the Month of *June* One thousand eight hundred and thirty-eight: And whereas in or about the Month of *November* One thousand eight hundred and forty-one, a supplemental Bill was filed in the said Court by the said *Louisa Higgins*, by her next Friend, against the said *Charles Staniforth* and *Charlotte Staniforth* his Wife, formerly the said *Charlotte Higgins* Widow, and against certain other Persons, praying the same Relief as that sought in the said original and amended Suit: And whereas by an Order of his Honour the Vice Chancellor of *England*, made in the original and supplemental Suits respectively herein-before mentioned, on the Eighth Day of *April* One thousand eight hundred and forty-five, on the Petition of the said *Louisa Higgins*, the Infant Plaintiff, it was ordered that it be referred to the Master of the said Court in rotation to inquire and state to the Court whether the intended Marriage between the said Infant Plaintiff and the said *Percy Barrington*, for which the said Infant Plaintiff had received a Proposal, would be a fit and proper Marriage, and whether the Consent of the Trustees of the said Will of the said Testator *Tully Higgins* had been obtained to the said Marriage; and in case the said Master should be of opinion that the said proposed Marriage would be fit and proper, then the said Master was to inquire and state to the Court what was the Amount of the Infant Plaintiff's Fortune, and of what the same consisted; and it was further ordered that the said *Percy Barrington* should be at liberty to lay Proposals before the said Master for a Settlement on the said Plaintiff *Louisa Higgins* and the Issue of such Marriage: And whereas, in pursuance of the said Order, *John Edmund Dowdeswell* Esquire, the Master of the said Court in rotation to whom the Matter of such Order was referred, made his Report bearing Date the Twenty-fourth Day of *May* One thousand eight hundred and forty-five, whereby it appeared, amongst other things, that the said Master found that the said Executrix and Executors of the said Testator *Tully Higgins*, the Testator in the Pleadings in the said Suits respectively named, shortly after his Death paid his Funeral and

Supplemental Bill filed in Chancery, Nov. 1841.

Order on Reference to the Master as to the proposed Marriage, 8th April 1845.

Master's Report, 24th May 1845.

Testamentary Expences and Debts, and also paid and satisfied all the Legacies given by the Will and Codicils of the said Testator, except certain Legacies of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, and Thirty thousand Pounds Three Pounds *per Centum* Reduced Bank Annuities, and that the Personal Estate and Effects of the said Testator which were then liable to the Trusts of his said Will, including the said Legacies or Sums of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, and Thirty thousand Pounds Three Pounds *per Centum* Reduced Bank Annuities, which were bequeathed by the said First Codicil, as in the Pleadings in the said Suits mentioned, and also including the Accumulations which had been made since the Death of the said Testator, consisted of or comprised the Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, and Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Bank Annuities, respectively standing in the Names of the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, in the Transfer Books of such Annuities respectively kept at the Bank of *England*, the Sum of Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Bank Annuities standing in the Names of the said *Charlotte Staniforth*, the Wife of the said *Charles Staniforth*, Sir *Edmund Antrobus*, and *Alexander Hall*, in the Transfer Books of the same Annuities, and the Sum of Four thousand three hundred and fifty Pounds, or thereabouts, which the said Executors are entitled to receive on account of the Sale recently made of a Leasehold House of which the said Testator died possessed; and that the said Master also found that the said *Charlotte Staniforth* is entitled for her Life and had theretofore received the Dividends of the said Sum of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part of the first-mentioned Three Pounds *per Centum* Consolidated Annuities, and that the Residue of the Dividends of the said several Stocks are liable, by virtue of or under the Directions of the said Testator's Will, to be invested in the Funds and accumulated until the said Plaintiff *Louisa Higgins* shall have attained the Age of Twenty-one Years, or shall marry with the Consent of the said Testator's Executors; and further, that under and by virtue of an Act of Parliament made and passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Slavery throughout the British Colonies, for promoting the Industry of manumitted Slaves, and for compensating the Persons hitherto entitled to the Services of such Slaves*, the Sum of Seventeen thousand five hundred and five Pounds Fifteen Shillings and Nine-pence was awarded in respect of the said Slaves belonging or appertaining to a certain Plantation or Estate of the said Testator *Tully Higgins*, called the *Blenheim* Estate, and mentioned in his said Will, to One Moiety of which said Sum of Seventeen thousand five hundred and five Pounds Fifteen Shillings and Nine-pence, being the Sum of Eight thousand seven hundred and fifty-two Pounds Seventeen Shillings and Eleven-pence, the said Plaintiff *Louisa Higgins* became entitled, and that the same

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was invested by the said *Charlotte Higgins* (now *Charlotte Staniforth*) in the Purchase of Nine thousand six hundred and five Pounds Seven Shillings and Sixpence Three Pounds *per Centum* Consolidated Annuities; and further, that upon the Marriage of the said Defendant *Charlotte Staniforth*, who was by the said Will appointed the Guardian of the said Infant Plaintiff so long as the said *Charlotte Staniforth* should remain the Widow of the said Testator, she ceased to be any longer the Guardian of the said Infant Plaintiff, and that no Guardian in the Room of the said *Charlotte Staniforth* had been appointed by the said Court in the said Suits; and it further appeared, that the said Master also found that the Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities (the aggregate Amount of the Trust Funds liable to the Trusts of a certain Indenture of Settlement dated the Ninth Day of *May* One thousand eight hundred and fourteen) is now standing in the Names of *Thomas Simmons* deceased, and *Charles Higgins Winter*, respectively, deceased, and *Charles M'Garel* and *John Jessie Bulkeley*, as Trustees of the said lastly-mentioned Indenture of Settlement, and that he found that the said Plaintiff *Louisa Higgins* will be absolutely entitled on her Marriage, or attaining the Age of Twenty-one Years, to the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, subject to the Life Interest of the said *Charlotte Staniforth* therein under the Trusts of the said Indenture of Settlement of the Ninth Day of *May* One thousand eight hundred and fourteen, and is also absolutely entitled to One Moiety of the said Plantation or Estate in the said Colony of *Demerara* called the *Blenheim* Estate, and also to the Sum of Forty thousand seven hundred and Thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities (including the said Sum of Nine thousand six hundred and five Pounds Seven Shillings and Sixpence Three Pounds *per Centum* Consolidated Annuities now standing in the Name of the said *Charlotte Staniforth*), and that upon the said Plaintiff *Louisa Higgins* attaining the Age of Twenty-one Years, or Marriage with the Consent of the Executors of the said *Tully Higgins*, she will become entitled to the Dividends of the said several herein-before mentioned Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, and Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Annuities, and the Interest, Dividends, or annual Proceeds of the Stocks, Funds, or Securities in or upon which the said Sum of Four thousand three hundred and fifty Pounds shall or may be laid out or invested (subject to the Life Interest of her said Mother in the Dividends of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part thereof), and that upon the Death of the said Plaintiff *Louisa Higgins* the said several Principal Sums will belong to the Children of the said Plaintiff *Louisa Higgins*, as in the said

said Will of the said Testator *Tully Higgins* is mentioned, but in case there shall be no Child of the said Plaintiff *Louisa Higgins* who shall live to attain a vested Interest in the said several Principal Sums, One Moiety thereof will belong to the said Infant Plaintiff *Louisa Higgins* absolutely; and it further appeared, that the said Master also found that the said Plaintiff *Louisa Higgins* was then of the Age of Twenty Years and One Month or thereabouts, the said Plaintiff *Louisa Higgins* having been born in or about the Month of *March* One thousand eight hundred and twenty-five, and that he also found that the said *Percy Barrington*, by whom a Proposal of Marriage had been made to the said Plaintiff *Louisa Higgins*, was an Infant of the Age of Twenty Years or thereabouts, and had, it was alleged, no Property or Estates in possession which would enable him to make any Settlement for the Benefit of the said Infant Plaintiff and the Issue of the said intended Marriage; and the said Master therefore by his said Report certified that he found the Fortune of the said Infant Plaintiff *Louisa Higgins* consisted as follows; first, that under the Trusts of the said Indenture of Settlement of the Ninth Day of *May* One thousand eight hundred and fourteen she the said *Louisa Higgins* will on her attaining the Age of Twenty-one Years or Marriage become absolutely entitled in remainder expectant upon the Decease of her Mother the said *Charlotte Staniforth* to the Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence New Three Pounds Five Shillings *per Centum* Reduced Annuities; secondly, that the said Plaintiff *Louisa Higgins* is also absolutely entitled to One Moiety of the said Plantation or Estate in the said Colony of *Demerara* called the *Blenheim* Estate, as One of the Coheirs of her Brother *Bulkeley Higgins*, in the Pleadings in the said Suit mentioned, and also to the Sum of Thirty-four thousand seven hundred and thirty five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, standing in the Name of the said *Charlotte Higgins* now *Charlotte Staniforth*, and the Sum of Six thousand Pounds, like Annuities, standing in the Name of the said *Charlotte Staniforth*, making together the Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence, like Annuities; and, thirdly, that the said Plaintiff *Louisa Higgins* would also become entitled, upon attaining the Age of Twenty-one Years, or Marriage with the Consent of the Executors of the said *Tully Higgins*, to the Dividends of the said several therein-before mentioned Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, and Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Annuities, and to the Interest, Dividends, or annual Proceeds of the Stocks, Funds, or Securities in or upon which the said Sum of Four thousand three hundred and fifty Pounds should or might be laid out or invested (subject to the Life Interest of her said Mother in the Dividends of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part thereof), and that upon the Death of the said *Louisa Higgins* the said several Principal

Sums would belong to the Children of the said *Louisa Higgins*, as in the Will of the said Testator *Tully Higgins* was mentioned, but in case there should be no Child of the said Plaintiff *Louisa Higgins* who should live to attain a vested Interest in the said several Principal Sums, One Moiety thereof would belong to the said Plaintiff *Louisa Higgins* absolutely; and the said Master by his said Report likewise certified that on consideration of the Matters therein mentioned he found that the proposed Marriage between the said Infant Plaintiff *Louisa Higgins* and the said *Percy Barrington* would be a fit and proper Marriage, and that the Consent of the Trustees had been obtained to the said Marriage, and that he found that the Amount of the Fortune of the said Infant Plaintiff *Louisa Higgins*, and of what it consisted, was such as therein-before particularly stated and herein-before mentioned, and that the said *Percy Barrington* had laid Proposals before him, whereby he stated that he was unable to make a Settlement of any Property upon the said Infant Plaintiff *Louisa Higgins*, but proposed as a Settlement on the said Infant Plaintiff and the Issue of the said Marriage to the Effect therein-after stated; (that is to say,) that the Moiety of the Freehold Estate in the Colony of *Demerara* to which the said *Louisa Higgins* was entitled should, as it produced little or no Income, and involved considerable Liability, be excluded from the intended Settlement, and be left to the joint Disposition of the said *Percy Barrington* and the said *Louisa Higgins*, according to the *Dutch* Law which governs that Colony, and that the aforesaid Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, standing in the Name of the said *Charlotte Staniforth*, should be assigned and disposed of as follows; that is to say, that Four thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence, Part thereof, should be sold, and the Produce paid to the said *Percy Barrington* after the Marriage, such Sum being intended for the Outfit of the said *Louisa Higgins* and other extraordinary Expences consequent on commencing a new Establishment, and that Thirty-six thousand Pounds, Residue thereof, should be assigned to Trustees, upon trust to pay the Dividends and Income thereof to the said *Percy Barrington* and his Assigns during his Life, and after his Decease upon trust to pay the same to the said *Louisa Higgins*, should she survive him, during her Life, and after the Decease of the Survivor the Principal to be in trust for One or more of the Child or Children of the Marriage, as the said *Percy Barrington* and the said *Louisa Higgins* should by Deed, or as the Survivor should by Deed or Will, appoint, and in default of Appointment to all the Children equally, the Shares of Sons vesting at the Age of Twenty-one Years, and of Daughters at that Age, or Marriage under that Age with Consent in Writing of the Guardian or Guardians; and in the event of there being no Child or Children of the intended Marriage who should acquire a vested Interest in the Settlement Funds, that the said *Louisa Higgins* should be empowered, in case of her Death in the Lifetime of the said *Percy Barrington*, to appoint the same by Will, but subject to his Life Interest therein, and in default of such Appointment the same should be in trust for her next of Kin according to the Statute, in exclusion of the said *Percy Barrington*; and in case the said *Louisa Higgins* should survive him, then

then the Settlement Funds to be in trust for her absolutely; the Settlement to contain the usual Provision for Accruer, Hotchpot, Maintenance and Advancement of Children, and Powers for changing Securities, and investing Trust Funds on Mortgage of Real Estate, with the Consent of the said *Percy Barrington* and the said *Louisa Higgins*, during their joint Lives, and of the Survivor during his or her Life, and at the Discretion of the Trustees after the Death of both, and for the Appointment of new Trustees, and all other usual Powers in Settlements of the like Nature, and also a Power for the Trustees to raise a Sum of Four thousand Pounds during the Lives of the said *Percy Barrington* and the said *Louisa Higgins*, or the Survivor, and at their or his or her Request or Direction in Writing, and that the said Sum of Four thousand Pounds so to be raised should be applied as they jointly or the Survivor alone should appoint, and further that the aforesaid Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence New Three Pounds Five Shillings *per Centum* Reduced Annuities, standing in the Names of the Trustees of the Settlement made on the Marriage of the Father and Mother of the said *Louisa Higgins*, should be appointed by the latter, in pursuance of a Power under the said Settlement in that Behalf enabling her, in favour of the said *Louisa Higgins* absolutely (but subject to the Life Interest of her said Mother therein), and that that Sum, subject as aforesaid, should be assigned by the said *Louisa Higgins* to the Trustees of the intended Settlement, upon the Trusts therein-before proposed concerning the said Sum of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and also that the Moiety of the residuary Personal Estate of the said *Tully Higgins* which would form Part of the Personal Estate of the said *Louisa Higgins*, in the event of her Death without Issue should be assigned by her to Trustees, and held upon Trusts in favour of the said *Percy Barrington* during his Life, and after his said Decease for the said *Louisa Higgins* absolutely, in case she should survive him, but if she should die in his Lifetime then as she should by Will appoint, and in default of Appointment to her next of Kin according to the Statute, in exclusion of the said *Percy Barrington*; and on consideration of the aforesaid Proposals the said Master was of opinion that the same were fit and proper for a Settlement on the said Plaintiff *Louisa Higgins* and the Issue of the said Marriage; and it having been submitted to him that the said Proposals could not be carried into effect, in consequence of both the said Parties being Infants, without the Authority of Parliament, and therefore that Proceedings should forthwith be taken to obtain an Act of Parliament to enable the Parties to execute a Settlement according to the said Proposals, the said Master submitted to the Court whether it would be fit and proper that such Proceedings should be forthwith taken and proceeded with: And whereas by an Order of his Honour the Vice Chancellor of *England*, made in the said Suits on the Petition of the said *Percy Barrington*, on the Thirty-first Day of *May* last, upon which Petition the said Infant Plaintiff duly appeared, it was ordered that the said Master's said Report should be confirmed, but with the Variations in the said Order after mentioned; (that is to say,) first, that the Moiety of the Plantation or Estate in the

Order confirming Master's Report, 31st May 1845.

the Colony of *Demerara* to which the Infant Plaintiff is entitled as One of the Coheirs of her Brother *Bulkeley Higgins*, in the said Master's said Report mentioned, should be settled in manner hereinafter mentioned; (that is to say,) to such Uses, upon such Trusts, and in such Manner as the Petitioner and the Infant Plaintiff, with the Consent and Approbation of the Trustees or Trustee for the Time being of the said Settlement, shall by Deed jointly appoint, and in default of such Appointment upon trust for the Petitioner during his Life, and after his Decease for the said Infant Plaintiff for her Life, and after the Decease of the Survivor of them, upon trust for all and every or any One or more of the Children or other Issue of the said intended Marriage, as the Petitioner and the Infant Plaintiff shall jointly by Deed appoint, and in default of such joint Appointment then as the Survivor of them shall by Deed or Will appoint, and in default of Appointment, upon trust for all such Children equally as Tenants in Common, and their Heirs, with cross Remainders or executory Limitations between such Children in case of the Death of any of them under the Age of Twenty-one Years without leaving lawful Issue living at their respective Deaths, and in default of such Children or Issue then in trust for the Infant Plaintiff and her Heirs absolutely in case she should survive the said Petitioner, but in case she should die in his Lifetime then upon trust for such Persons as the Infant Plaintiff shall by Will appoint, and in default of such Appointment in trust for such Person or Persons as would have been entitled thereto in case she had died unmarried and intestate; and that such Settlement should contain a Power for the Trustees to charge the said Moiety with any Sum or Sums of Money, not exceeding Five thousand Pounds in the whole, which may be advanced for the Sustentation of the said Estate or Plantation out of the Trust Stocks and Funds, pursuant to the Power herein-after mentioned, and also a Power for the said Trustees, with the Consent and by the Direction of the said Infant Plaintiff and the Petitioner, or the Survivor, and after the Decease of the Survivor at the Discretion of the Trustees or Trustee, to sell the said Moiety, the Proceeds of such Sale to be laid out in the Purchase of Lands in *England* or *Wales*, to be settled to the like Uses; secondly, that a Power shall be given to the Trustees or Trustee in whom the Trust Stocks, Funds, and Securities should be vested, by the Direction or with the Consent in Writing of the Petitioner and the said Infant Plaintiff, or the Survivor, and after the Death of such Survivor then at the Discretion of such Trustees or Trustee, to advance and pay out of the said Trust Funds, upon the Security of the said Moiety of the said Plantation or Estate, any Sum or Sums of Money not exceeding in the whole Five thousand Pounds, for the Purpose of providing the necessary Capital or Funds for working or carrying on the said Plantation or Estate, and rebuilding and repairing the Buildings and Works thereon, and purchasing and renewing all necessary Implements and Utensils, with Horses and other Cattle required for working and carrying on the same, in order that the said Plantation or Estate may be preserved for the Benefit of the said Petitioner and Infant Plaintiff and the Issue of the said intended Marriage; thirdly, that Power should be also given to the said lastly mentioned Trustees or Trustee, with the

the like Consent or at the like Discretion, to invest any Portion of the Proceeds of the said Trust Stocks and Funds which for the Time being should be in possession and not in reversion in the Purchase of any Messuages or Messuage, or Lands or Hereditaments, in *England* or *Wales*, of Freehold or Copyhold Tenure, or of Leasehold Tenure, so that the same are held for a Term whereof not less than Eighty Years were unexpired, whether the same be required for a Residence for the Petitioner and Infant Plaintiff or not, which Messuages, Lands, or Hereditaments should be made liable to a Trust for the Sale and Reconversion thereof into Money in the usual Manner, in order that the Trust Funds so to be invested may remain in Equity as of the Nature of Personal Estate, and be liable to the Trusts, Powers, and Provisoes upon, for, with, under and subject to which the said Trust Funds are intended to be settled; and, fourthly, that Clauses might be introduced into the intended Settlement for effectually restraining the said Infant Plaintiff from anticipating during the intended Coverture the Income of the Trust Funds to which she is in the said Report mentioned to be entitled for her Life, and which is in the said Will of the said *Tully Higgins* expressed to be settled on her for her sole and separate Use; and it appearing that Drafts of a Deed Poll and of certain Indentures of Settlement had been prepared and settled by Counsel on behalf of the Infant Plaintiff and the Infant Petitioner, in conformity with the Proposals contained in the said Master's Report, with such Variations as are therein-before ordered to be made therein, and such Drafts being then produced to the Court, and marked respectively A, B, and C, the Exhibit A being the Draft of an Indenture of Settlement of the said Moiety of the said Plantation or Estate purporting to be made between the Petitioner the said *Percy Barrington* of the First Part, the Right Honourable *William Keppel* Viscount *Barrington* of the Second Part, the said Infant Plaintiff *Louisa Higgins* of the Third Part, the said Sir *Edmund Antrobus* of the Fourth Part, and the Honourable *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, the Exhibit B being the Draft of a Deed Poll or Appointment of the Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities intended to be executed by the said Defendant *Charlotte Staniforth*, and the Exhibit C being the Draft of an Indenture of Settlement of the Stocks, Funds, Monies, and Personal Estate to which the said Infant Plaintiff was found by the said Report to be entitled, as therein mentioned, and purporting to be made between the said Petitioner the said *Percy Barrington* of the First Part, the Right Honourable *William Keppel* Viscount *Barrington* of the Second Part, the Infant Plaintiff the said *Louisa Higgins* of the Third Part, Sir *Edmund Antrobus* of the Fourth Part, and the Honourable *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, the said Court did approve of the said produced Drafts A, B, and C, as to the Draft B as a proper Deed of Appointment, and as to the said Drafts A and C as proper Settlements to be executed upon the Marriage of the said Petitioner and the Infant Plaintiff; and it appearing to the Court that in consequence of the respective Minorities of the Petitioner and the Infant Plaintiff no valid or effectual Settlement could at

at present be made of the said Estates and Funds without the Authority of Parliament, the said Court did order that the Guardian of the said Infant Plaintiff therein-after appointed, and the Right Honourable *William Keppel* Viscount *Barrington*, the Father and Guardian of the Petitioner, or either of them, should be at liberty to apply to Parliament for Leave to bring in a Bill to enable the said Petitioner the said *Percy Barrington* and the said Infant Plaintiff to execute Settlements to be engrossed from the said Drafts so approved of by the said Court, and referred to or mentioned in the said Order as Exhibits A and C, and to take such Steps as they or he might be advised for procuring such Bill to be passed into an Act in the present Session of Parliament, and in case an Act of Parliament should be obtained for the Purpose aforesaid, then that the Parties to the Settlement to be engrossed from the said Drafts A and C should execute the same Settlements, and that after the Execution of such Settlements the Petitioner the said *Percy Barrington* and the said Infant Plaintiff should be at liberty to intermarry; and the Court did appoint the Defendant Sir *Edmund Antrobus*, at the Request of the said Infant Plaintiff, to be the Guardian of the Infant Plaintiff during her Minority, and to consent to such Marriage in the Events aforesaid: And whereas the Draft in the lastly herein-before recited Order referred to or mentioned as the Exhibit B is an Appointment by the said *Charlotte Staniforth* of the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, prepared in pursuance of or according to the said Master's said Report in that Behalf in favour of the said *Louisa Higgins*, and a Deed Poll engrossed from the said Draft hath been executed by the said *Charlotte Staniforth*: And whereas the Draft approved of by the said Court, and in the said lastly herein-before recited Order mentioned or referred to as the Exhibit C, (being the Draft of an Indenture of Settlement of the Stocks, Funds, Monies, and Personal Estate to which the said Infant Plaintiff was found by the said Report to be entitled, as therein and herein-before mentioned,) is in the Words and Figures or to the Purport and Effect following; that is to say, "This Indenture, made the Day of in the Year of our Lord One thousand eight hundred and forty-five, between the Honourable *Percy Barrington*, who is now a Minor of the Age of Twenty Years and Two Months or thereabouts, (Second Son of the Right Honourable *William Keppel* Viscount *Barrington*), of the First Part, the said *William Keppel* Viscount *Barrington* of the Second Part, *Louisa Higgins* Spinster, a Minor of the Age of Twenty Years and Two Months and upwards, (the Daughter of *Tully Higgins*, late of *Bryanston Square* in the County of *Middlesex*, Esquire, deceased,) of the Third Part, Sir *Edmund Antrobus* of the *Strand* in the County of *Middlesex*, Baronet, the Guardian appointed by the Court of Chancery of the said *Louisa Higgins*, of the Fourth Part, and the Honourable *Adolphus Liddell* (the Son of the Right Honourable *Thomas Henry Liddell* Lord *Ravensworth*) and *Hugh Lindsay Antrobus* of the *Strand* in the said County of *Middlesex*, Esquire, of the Fifth Part; whereas a Marriage hath been agreed on and is intended to be shortly solemnized between the said *Percy*

Exhibit C. referred to in last-recited Order, being a Settlement of the Estate of Louisa Higgins.

Barrington, with the Consent of his Father the said *William Keppel* Viscount *Barrington*, and the said *Louisa Higgins*, with such Consent as is herein-after mentioned, and also with the Approbation of the Court of Chancery, the said *Louisa Higgins* being a Ward of the said Court, and the Consent of the said *William Keppel* Viscount *Barrington* to the said intended Marriage is testified by his being a Party to and executing these Presents; and whereas by virtue of or under an Indenture bearing Date the Ninth Day of *May* One thousand eight hundred and fourteen, and made between the said *Tully Higgins* of the First Part, *John Matthew Bulkeley* Esquire, and *Charlotte* the Wife of *Charles Staniforth* of *Connaught Place, Hyde Park*, in the said County of *Middlesex*, Esquire, and Mother of the said *Louisa Higgins*, formerly the Wife and afterwards the Widow of the said *Tully Higgins*, then *Charlotte Bulkeley* Spinster, the eldest Daughter of the said *John Matthew Bulkeley*, of the Second Part, and *Nathaniel Winter* of *Russell Square* in the County of *Middlesex*, Esquire, and *Thomas Simmons* of *Old Broad Street* in the City of *London*, Esquire, of the Third Part, (being the Settlement made previous to and in consideration of the Marriage then intended to be and shortly after solemnized between the said *Tully Higgins* and the said *Charlotte Bulkeley*,) and in consequence of the Death of the said *Tully Higgins*, which happened on or about the Tenth Day of *September* One thousand eight hundred and thirty-two, and also by virtue of a Deed Poll or Instrument of Appointment bearing date the Day of One thousand eight hundred and forty-five, under the Hand and Seal of the said *Charlotte Staniforth*, and the Appointment by the said *Charlotte Staniforth* thereby made, in exercise or execution of a Power or Authority for that Purpose contained in the said Settlement, the said *Louisa Higgins* is entitled indefeasibly to the Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities standing in the Names of the Trustees for the Time being of the said Settlement in the Transfer Books of the said Annuities kept at the Bank of *England* for a present vested and transmissible Interest, but subject to the Life Estate or Interest of the said *Charlotte Staniforth* in the Dividends or annual Proceeds of the same Annuities by virtue of or under the Trusts of the said Settlement; and whereas the said *Tully Higgins* by his last Will and Testament, bearing Date the Seventeenth Day of *November* One thousand eight hundred and twenty-nine, after bequeathing the pecuniary and specific Legacies therein mentioned, gave and bequeathed to his Wife *Charlotte Higgins*, and the said Sir *Edmund Antrobus*, and *Alexander Hall* of *Austin Friars* in the City of *London*, Esquire, the Sum of Forty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part of the Testator's Stock in that Fund, upon the Trusts therein and herein-after mentioned; (that is to say,) upon trust that they the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should during the Life of the said *Charlotte Higgins* pay the Interest, Dividends, and annual Produce of the said Sum of Forty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, as the same should accrue due and become payable, unto

unto the Appointee or Appointees from Time to Time of the said *Charlotte Higgins*, or into her proper Hands, for her sole and separate Use, as therein mentioned; and the said Testator did thereby declare his Will and Mind to be that the Provision thereby made for the said *Charlotte Higgins* should be in addition to the Provision made for her by her Marriage Settlement, and that it was intended to be and should be accepted by her in lieu, bar, and satisfaction of all Dower, Claims, and Demands which she the said *Charlotte Higgins* then had or could at any Time have upon or from or out of the said Testator's Estate called *Blenheim*, situate in the Island of *Le Guan* in the Colony of *Demerara* in the *West Indies*, or upon, from, or out of any other Estate of which the said Testator might die possessed, and he directed the said *Charlotte Higgins* to execute a Release of all such Dower, Claims, and Demands, whenever she might be thereto required by his Executors therein and herein-after mentioned; and the said Testator gave and bequeathed to the said *Charlotte Higgins*, and to the said Sir *Edmund Antrobus* and *Alexander Hall*, the Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities, Part of the said Testator's Stock in that Fund, upon the Trusts therein and herein-after mentioned; (that is to say,) upon trust that they the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should pay and apply so much of the Dividends and Interest from Time to Time to arise therefrom as they in their Discretion should think proper for and towards the Maintenance and Education of his said Daughter *Louisa Higgins*, and of any other Daughter or Daughters who should be living at the Time of his Decease, or born in due Time afterwards, until she or they should attain the Age of Twenty-one Years, or be married with such Consent as therein mentioned, and lay out the Surplus of such Dividends and Interest from Time to Time in the Purchase of Stock in the Three Pounds *per Centum* Reduced Annuities, in order that the same might form an accumulating Fund, to be added to and held upon the same Trusts as are herein-before declared with regard to the said Sum of Forty thousand Pounds like Annuities; and in case the said Testator should not have any Daughter other than the said *Louisa Higgins* living at his Decease, or born in due Time after, then when and so soon as his said Daughter *Louisa Higgins* should attain the Age of Twenty-one Years or be married (provided such Marriage should take place after she should have attained the Age of Seventeen Years, and be with the Consent of her Mother, and of his Executors therein and herein-after named, or the Survivors or Survivor of them), upon trust that they the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Snrvivor of them, and the Executors, Administrators, and Assigns of such Survivor, should during the Life of his said Daughter *Louisa Higgins* pay the Interest, Dividends, and annual Produce of the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities, and of all Accumulations thereof, as the same should accrue due and become payable, unto such Person or Persons and for such Intents and Purposes as the Testator's said Daughter *Louisa Higgins* by any Writings or Writing under her Hand, whether she should be married or single,

and

and notwithstanding any Coverture, should from Time to Time direct or appoint, but not so as to dispose of or affect the same by any Sale, Mortgage, or Charge, or otherwise in the way of Anticipation, and for Want of such Direction or Appointment, into her own proper Hands, for her own sole, separate, and peculiar Use and Benefit, and without being in anywise subject or liable to the Debts, Control, Interference, or Engagements of any Husband with whom she might intermarry; and the said Testator directed that the Receipt and Receipts of his said Daughter or of her Appointees (whether she should be single or married) should be a sufficient Discharge to his Trustees for so much as in such Receipt or Receipts should be expressed to be received; and further, that the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor, should from and after the Decease of his said Daughter stand and be possessed of and interested in the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities, and all Accumulations thereof, and the Interest, Dividends, and annual Produce thereof, in trust for all and every the Children and Child of his said Daughter who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, to be divided between or amongst them, if more than One, in equal Shares, and if there should be but One such Child the whole to be in trust for that One Child, and the Income of such Child's expectant Portion for the Time being to be applied for his or her Maintenance and Education respectively; and if there should be no such Child then the said Testator directed that the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities, and all Accumulations thereof, should fall into and become Part of his residuary Estate, and after providing for the Event of his having any Daughter by his said Wife *Charlotte Higgins* living at the Time of his Decease, other than the said *Louisa Higgins*, but which Event did not happen, he declared that the Provision thereby made for his said Daughter and Daughters was intended to be taken and should be taken by her and them in lieu, bar, and satisfaction of all Claims and Demands which she or they could have or claim upon or from or out of his said Estate called *Blenheim*, situate as herein-before mentioned, and that no such Daughter or Daughters taking any Provision under his Will now in recital should have or be entitled to any Share, Part, or Interest into or out of his said Estate, but should execute a Release of all such Claims and Demands whenever thereto required by his Executors therein and herein after named; and the said Testator gave and devised all that his said Plantation and Estate called *Blenheim*, situate in the Island of *Le Guan* in the Colony of *Demerara* in the *West Indies*, together with the Messuages or Tenements and Buildings thereon, and the Slaves, Cattle, Stock, Plantation Implements, and Utensils thereto belonging or appertaining, and all other the Hereditaments and Premises in the said Colony of *Demerara* which he might be possessed of or entitled to at the Time of his Decease, to his Son *Bulkeley Higgins*, and to any other his Son or Sons who might be living at his Decease, or born in due Time afterwards, who should live to attain the Age of Twenty-five Years, to

hold the same unto and to the Use of his said Son and Sons, his and their Heirs, Executors, Administrators, and Assigns for ever, if more than One, as Tenants in Common, and not as Joint Tenants; and the said Testator gave and bequeathed all the Rest, Residue, and Remainder of his Estate and Effects, of what Nature or Kind soever, unto his said Wife the said *Charlotte Higgins*, and the said Sir *Edmund Antrobus* and *Alexander Hall*, their Executors, Administrators, and Assigns, upon trust that they the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should as soon as conveniently might be after his Decease call in and convert into Money all such Part and Parts thereof as should not consist of Money, and should lay out and invest the same, in their, his, or her Names or Name, in the Purchase of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England*, and should either continue all such Part or Parts of his said residuary Estate and Effects as might be invested at the Time of his Decease in their then respective States of Investment, or convert the same or any Part thereof into Money, and lay out and invest the Monies arising thereby, in their, his, or her Names or Name, in the Purchase of a competent Share or competent Shares of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England*, and should from Time to Time alter, vary, and transpose all the said Trust Monies, Stocks, Funds, and Securities into Stocks, Funds, and Securities of the like Nature, when and so often as they, he, or she should think fit, and should stand and be possessed of and interested in the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, upon the Trusts and to and for the Intents and Purposes therein and hereafter mentioned, expressed, or declared of and concerning the same; (that is to say,) upon trust that they the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should from Time to Time pay the Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, and Securities, as and when the same shall become due and payable, to the said Testator's said Son *Bulkeley Higgins*, and such other the Testator's Son or Sons who might be living at the Time of his Decease or born in due Time after, in equal Shares and Proportions, for and during the respective Terms of their natural Lives (with Benefit of Survivorship if more than One in the event of any of his said Sons dying under the Age of Twenty-one Years), such Payments to commence and be made as and when they shall respectively attain the said Age of Twenty-one Years, and in the meantime to accumulate at Interest for their respective Benefits, but if there should be but One such Son who should attain the Age of Twenty-one Years, then upon trust to pay the whole of the said Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, and Securities to such One Son, for and during the Term of his natural Life, for his own Use and Benefit; and as to the Principal of the said Trust Monies, Stocks, Funds, and Securities, upon trust

for

for the Testator's said Son *Bulkeley Higgins*, and any other his Son or Sons living at his Decease or born in due Time after, if he or they should live to attain the Age of Twenty-one Years, but to be retained upon the Trusts aforesaid during the Term of his or their natural Life or Lives; and from and after the Decease of his said Son *Bulkeley Higgins*, and of any other his Son or Sons living at his Decease or born in due Time after, if he or they should have attained the Age of Twenty-one Years, upon trust to pay and transfer his or their Portion of the Principal of the said Trust Monies, Stocks, Funds, and Securities to such Person or Persons as such Son or Sons, by his or their last Will and Testament in Writing, or any Writing in the Nature thereof or of a Codicil thereto, to be signed and published by him or them in the Presence of Two or more credible Witnesses, should direct or appoint, and in default of such Direction or Appointment, or of so much as should be unappointed, in trust for such Person or Persons who under the Statute for the Distribution of Intestate's Effects would be entitled thereto as next of Kin of such Son or Sons; and if neither the said *Bulkeley Higgins* nor any other such Son as aforesaid should live to attain the Age of Twenty-one Years, then the said Testator gave and bequeathed the said lastly-mentioned Trust Monies, Stocks, Funds, and Securities to the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and to the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, upon trust for his said Daughter *Louisa Higgins*, and any other Daughter or Daughters which he the said Testator might have by his said Wife *Charlotte Higgins* who should be living at the Time of his Decease, or born in due Time afterwards, and who should live to attain the Age of Twenty-one Years or be married, in equal Shares and Proportions, but to be held by the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, upon similar Trusts to those therein and herein-before declared with regard to the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities bequeathed to them for the Use and Benefit of his said Daughter *Louisa Higgins*, and such other Daughter and Daughters as aforesaid; and the said Testator directed his Executrix and Executors therein and herein-after named to pay and apply such Portion of the Interest, Dividends, and annual Produce of his said residuary Estate as they in their Discretion might think fit for the Maintenance, Education, and Support or for the Advancement in the World of his said Son or Sons, notwithstanding he or they should not have acquired a vested Interest in his said residuary Estate, and to invest the Residue of such Interest, Dividends, and annual Produce in the best and most secure Manner, so that the same might accumulate for the Benefit of the Person or Persons who might become entitled to the Principal thereof; and the said Testator appointed his said Wife *Charlotte Higgins* to be the Guardian of his said Children during their respective Minorities, and desired that she might have the sole and entire Management of their Education and Religion so long as she should remain his Widow, but if she should think proper to marry again, then and in that Case her Guardianship should cease, and she should not have any Control over them; and the

the said Testator appointed his said Wife *Charlotte Higgins*, and the said Sir *Edmund Antrobus* and *Alexander Hall*, Executrix and Executors of his said Will; and whereas the said Testator, by a Codicil to his said Will bearing Date the Nineteenth Day of *June* One thousand eight hundred and thirty-two, and duly executed and attested, after reciting that in and by his said Will he the said Testator had given and bequeathed to his said Wife *Charlotte Higgins*, and to the said Sir *Edmund Antrobus* and *Alexander Hall*, the Sum of Forty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part of the Testator's Stock in that Fund, upon trust during the Life of his said Wife *Charlotte Higgins* to pay the Dividends, Interest, and annual Produce thereof as the same should accrue due and become payable unto such Person or Persons and for such Intents and Purposes as his said Wife should from Time to Time direct or appoint, and for Want of such Direction or Appointment into her own Hands, or to permit and suffer her to receive the same for her own sole, separate, and peculiar Use and Benefit, and after the Decease of his said Wife had directed that the said Sum of Forty thousand Pounds Three Pounds *per Centum* Annuities should sink into and become Part of his residuary Estate, and had declared his Will to be that the Provision thereby made for his said Wife was to be in addition to the Provision made for her by her Marriage Settlement, and was to be accepted by her in lieu of all Dower, Claims, and Demands which she might have upon or from or out of his Estate called *Blenheim*, situate as herein-before mentioned, or upon, from, or out of any other Estate of which he might die possessed, did thereby revoke and make void the Bequest of the said Sum of Forty thousand Pounds Three Pounds *per Centum* Consolidated Annuities to the said *Charlotte Higgins*, Sir *Edmond Antrobus*, and *Alexander Hall*, upon the Trusts before referred to, and in lieu and stead thereof he the said Testator gave and bequeathed unto his said Wife *Charlotte Higgins*, and to the said Sir *Edmund Antrobus* and *Alexander Hall*, the Sum of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part of the Testator's Stock in the said Fund, upon the several Trusts and subject to the several Conditions in his said Will contained and herein-before expressed relating to the said Sum of Forty thousand Pounds Three Pounds *per Centum* Consolidated Annuities; and the said Testator by the said Codicil, after reciting therein that he the said Testator in and by his said Will had given and bequeathed to his said Wife *Charlotte Higgins*, and to the said Sir *Edmund Antrobus* and *Alexander Hall*, the Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities, Part of the Testator's Stock in that Fund, upon certain Trusts in his said Will contained and herein-before expressed, for the Benefit of his said Daughter *Louisa Higgins*, and of any other his Daughter or Daughters who might be living at the Time of his Decease or born in due Time afterwards, and her or their Issue, and if there should be no Children or Child of his said Daughter or Daughters who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, had directed that the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities, and all Accumulations thereof, should fall into his residuary Estate, and had declared his

Will

Will to be that the Provision thereby made for his said Daughter and Daughters should be in lieu of all Claims which she or they might have on his said Estate called *Blenheim*, situate as herein-before mentioned, did thereby revoke and make void the Bequest of the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities to the said *Charlotte Higgins*, Sir *Edmond Antrobus*, and *Alexander Hall*, upon the Trusts lastly mentioned or referred to, and in lieu or instead thereof he the said Testator gave and bequeathed unto the said *Charlotte Higgins*, Sir *Edmond Antrobus*, and *Alexander Hall* the Sum of Thirty thousand Pounds Three Pounds *per Centum* Reduced Annuities, Part of the Testator's Stock in that Fund, upon the several Trusts and subject to the several Conditions in his said Will contained and herein-before expressed relating to the said Sum of Forty thousand Pounds Three Pounds *per Centum* Reduced Annuities; and the said Testator did thereby ratify and confirm his said Will in all other respects; and whereas the said Testator by another Codicil to his said Will, dated the Fourteenth Day of *August* One thousand eight hundred and thirty-two, bequeathed a small Annuity and Two pecuniary Legacies, but did not otherwise affect his said herein-before in part recited Will and former Codicil, or either of them; and whereas the said Testator died on or about the Tenth Day of *September* One thousand eight hundred and thirty-two, without having revoked or altered his said herein recited Will, further or otherwise than the same is herein-before mentioned to have been revoked or altered by the said herein recited Codicils, and without having in any Manner revoked or altered his said First Codicil, and the said Will, together with the said Codicils, was shortly after the Death of the said Testator duly proved by the said Executrix and Executors thereof in the Prerogative Court of the Archbishop of *Canterbury*; and whereas the said Testator left the said *Charlotte Higgins* his Wife and his said Two Children *Bulkeley Higgins* and *Louisa Higgins* him surviving, but there was no Child of the said Testator born to him after the Date of his said Will, and the said *Bulkeley Higgins* and *Louisa Higgins* were the only next of Kin of the said Testator, and as such were, together with the said *Charlotte Higgins* his Widow, entitled to such of his Personal Estate as was undisposed of by his said recited Will in the Shares appointed by the Statutes of Distribution; and whereas the said herein recited Will of the said Testator was not executed with the Formalities required by the Laws of *Demerara* (the Laws of *North Holland* being prevalent in that Colony) for passing Lands in the said Colony, and by the Law of the said Colony the said Testator's Plantation or Estate called the "*Blenheim* Estate," together with the Slaves thereon, on his Death descended or devolved to or upon his Widow and his said Two Children in the Proportions following; (that is to say,) a Moiety thereof to or upon his Widow in respect of her Community in the Property or Goods of the said Testator in the said Colony, and the other Moiety thereof to or upon his said Two Children in equal Shares; and whereas the said Testator at the Time of his Death was and his said Widow and Two Children after his Death were respectively domiciled in *England*; and whereas it is conceived that the said Testator's Widow and his Daughter *Louisa Higgins* were respectively bound by the Doctrine or Rules of Courts of Equity relating

to Election, and that the said Testator's Widow having actually elected to take the Benefits intended for her by the said Will was bound to give effect, so far as related to the right Share or Interest which upon the Death of her said Husband descended to or devolved upon her in the said Plantation or Estate called the "*Blenheim* Estate," to the Devise in the said Will of his said *Blenheim* Estate to his Son the said *Bulkeley Higgins*, and that the said *Louisa Higgins* the Daughter on attaining her Age of Twenty-one Years, if she should then elect to take the Benefits intended for her by the said Will, would, so far as regarded her Right, Share, and Interest to and in the said Plantation or Estate, be bound to give effect to the said Devise, and that the said *Bulkeley Higgins* would consequently be regarded in Courts of Equity as the sole Owner of the said Plantation or Estate so devised to him as aforesaid; and whereas the said *Charlotte Higgins*, after the Death of the said Testator, and as the Guardian of the said *Bulkeley Higgins*, received from or on account of the Proceeds of the said Plantation or Estate in *Demerara* divers Sums of Money which were in her Hands at the Time of his Death hereinafter mentioned; and whereas the said *Bulkeley Higgins* died in or about the Month of *July* One thousand eight hundred and thirty-four, under the Age of Twenty-one Years, without having ever married, and intestate, leaving his Mother the said *Charlotte Higgins* and his Sister the said *Louisa Higgins* his only next of Kin, and thereupon the said *Blenheim* Estate, with the Slaves thereon, or the Right or Interest of the said *Bulkeley Higgins* to or in the same, descended or devolved by the Laws of the said Colony in equal Shares or Moieties to or upon the said *Charlotte Higgins* and the said *Louisa Higgins* as Coheirs or Coinheritors of the said *Bulkeley Higgins*; and whereas Letters of Administration of the Goods, Chattels, Rights, and Credits of the said *Bulkeley Higgins* were shortly after his Death granted to the said *Charlotte Higgins* by the Prerogative Court of the Archbishop of *Canterbury*; and whereas under and by virtue of an Act of Parliament made and passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Slavery throughout the* British *Colonies; for promoting the Industry of the manumitted Slaves; and for compensating the Persons hitherto entitled to the Services of such Slaves*, the Sum of Seventeen thousand five hundred and five Pounds Fifteen Shillings and Nine-pence, or thereabouts, became payable to and was received by the said *Charlotte Higgins*, partly in her own Right and partly as the Guardian of the said *Louisa Higgins*, which Sum of Money was by virtue of the Provisions of the said Act made of the Nature of Real Estate, and was liable to go to and be enjoyed by the Persons or Person entitled to the said *Blenheim* Estate; and whereas on or about the Third Day of *May* One thousand eight hundred and thirty-eight the said *Louisa Higgins*, by her next Friend, exhibited her Bill of Complaint in the High Court of Chancery against the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, which Bill was afterwards amended, and as amended prayed (amongst other things) that the Trusts contained in the said herein-recited Will and Codicils of the said Testator might be performed and carried into execution, by and under the Direction of the said Court, and that it might, if necessary, be declared that the said Defendant *Charlotte Higgins*

3 & 4 W. 4. c. 73.

Higgins had elected to abide by the said Will and Codicils, and to accept the Provision made for her therein, and that she might, if it should be necessary, be decreed to execute such Release or Conveyance of the said *Blenheim* Plantation or Estate, and other Property in the said Colony, as the said Court might think right, and that the usual Accounts of the said Testator's Real and Personal Estate and Effects, and of his Debts and Funeral and Testamentary Expences and Legacies, might be taken, by and under the Direction and Decree of the said Court, and that such Debts and Funeral and Testamentary Expences and Legacies as remained unpaid, if any, might be paid out of such Personal Estate and Effects in a due Course of Administration, and that the clear Residue of such Personal Estate and Effects, after Payment of the said Testator's Debts and Funeral and Testamentary Expences and Legacies, and also the Amount of the Profits and Produce accrued due since the Death of the said Testator, or which might thereafter accrue due, and that the Amount of the Compensation Money payable or which might become payable for the said Slaves, might be ascertained and collected and secured for the Benefit of the said Plaintiff, and that a proper Allowance might be made for the Maintenance and Education of the said Plaintiff for the Time past and the Time to come during her Minority, and that the Remainder of the Income of the said Estate and Effects of the said Testator might be accumulated for the Benefit of the said Plaintiff; and whereas the said Defendants duly appeared and put in their Answers to the said Bill, but no Decree hath yet been made in the said Suit, nor (except as herein-after recited or mentioned) have any further Proceedings been had therein; and whereas the said *Charlotte Higgins* intermarried with the said *Charles Staniforth*, her present Husband, in or about the Month of *June* One thousand eight hundred and thirty-eight; and whereas on or about the Twenty-third Day of *November* One thousand eight hundred and forty-one the said *Louisa Higgins*, by her next Friend, filed a supplemental Bill in the said Court of Chancery against the said *Charles Staniforth* and *Charlotte Staniforth* his Wife, formerly the said *Charlotte Higgins* Widow, and against certain other Persons, praying the same Relief as that sought by the said original Bill of Complaint; and whereas none of the Parties to the said supplemental Suit ever appeared to the same, and (except as herein-after recited or mentioned) no further Proceedings have ever been had or taken therein; and whereas by an Order of his Honour the Vice Chancellor of *England*, made in the original and supplemental Suits respectively herein-before mentioned, on the Eighth Day of *April* One thousand eight hundred and forty-five, on the Petition of the said *Louisa Higgins* the Infant Plaintiff, it was ordered that it be referred to the Master of the said Court in rotation to inquire and state to the Court whether the proposed Marriage between the said Infant Plaintiff and the said *Percy Barrington* would be a fit and proper Marriage, and whether the Consent of the Trustees of the said herein recited Will of the said Testator *Tully Higgins* had been obtained to the said Marriage; and in case the said Master should be of opinion that the said proposed Marriage would be fit and proper, then the said Master was to inquire and state to the Court what was the Amount of the Infant Plaintiff's Fortune, and of what the same consisted;

consisted; and it was further ordered that the said *Percy Barrington* should be at liberty to lay Proposals before the said Master for a Settlement on the said Plaintiff *Louisa Higgins* and the Issue of such Marriage; and whereas, in pursuance of the said Order, *John Edmund Dowdeswell* Esquire, the Master of the said Court in rotation to whom the Matter of such Order was referred, made his Report, bearing Date the Twenty-fourth Day of *May* One thousand eight hundred and forty-five, whereby it appeared (amongst other things) that the said Master found that the said Executrix and Executors of the said Testator *Tully Higgins* shortly after his Death paid his Funeral and Testamentary Expences and Debts, and also paid and satisfied all the Legacies given by the said Will and Codicils, except the said Legacies of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, and Thirty thousand Pounds Three Pounds *per Centum* Reduced Bank Annuities, and that the Personal Estate and Effects of the said Testator which were then liable to the Trusts of his said Will, including the said Legacies or Sums of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, and Thirty thousand Pounds Three Pounds *per Centum* Reduced Bank Annuities, which were bequeathed by the said First Codicil as aforesaid, and also including the Accumulations which had been made since the Death of the said Testator, consisted of or comprised the Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, and Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Bank Annuities, respectively standing in the Names of the said *Charlotte Higgins*, Sir *Edmund Antrobus*, and *Alexander Hall*, in the Transfer Books of such Annuities respectively kept at the Bank of *England*, the Sum of Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Bank Annuities, standing in the Names of the said *Charlotte Staniforth*, the Wife of the said *Charles Staniforth*, Sir *Edmund Antrobus*, and *Alexander Hall*, in the Transfer Books of the same Annuities, and the Sum of Four thousand three hundred and fifty Pounds, or thereabouts, which the said Executors are entitled to receive on account of the Sale recently made of a Leasehold House of which the said Testator died possessed; and that the said Master also found that the said *Charlotte Staniforth* is entitled for her Life, and has hitherto received, the Dividends of the said Sum of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part of the first-mentioned Three Pounds *per Centum* Consolidated Annuities, and that the Residue of the Dividends of the said several Stocks are liable, by virtue of or under the Directions of the said Testator's Will, to be invested in the Funds, and accumulated until the said Plaintiff *Louisa Higgins* shall have attained the Age of Twenty-one Years, or shall marry with the Consent of the said Testator's Executors; and further, that under and by virtue of the Act of Parliament made and passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled

3 & 4 W. 4. c. 73. *An Act for the Abolition of Slavery throughout the* British *Colonies; for promoting the Industry of manumitted Slaves; and for compensating the*

the Persons hitherto entitled to the Service of such Slaves, the said Sum of Seventeen thousand five hundred and five Pounds Fifteen Shillings and Nine-pence was awarded in respect of the said Slaves belonging or appertaining to the said Plantation or Estate called the *Blenheim* Estate, to one Moiety of which said Sum of Seventeen thousand five hundred and five Pounds Fifteen Shillings and Nine-pence, being the Sum of Eight thousand seven hundred and fifty-two Pounds Seventeen Shillings and Eleven-pence, the said Plaintiff *Louisa Higgins* became entitled, and that the same was invested by the said *Charlotte Higgins*, now *Charlotte Staniforth*, in the Purchase of Nine thousand six hundred and five Pounds Seven Shillings and Sixpence Three Pounds *per Centum* Consolidated Annuities; and further, that upon the Marriage of the said Defendant *Charlotte Staniforth* she ceased to be any longer the Guardian of the said Infant Plaintiff, and that no Guardian in the Room of the said *Charlotte Staniforth* had been appointed by the said Court in the said Suits; and it further appeared, that the said Master also found that the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, the aggregate Amount of the Trust Funds liable to the Trusts of the Indenture of Settlement of the Ninth Day of *May* One thousand eight hundred and fourteen, is now standing in the Names of *Thomas Simmons* deceased and *Charles Higgins Winter*, respectively, deceased, and *Charles M'Garel* and *John Jessie Bulkeley*, as Trustees of the said last-mentioned Indenture of Settlement, and that he found that the said Plaintiff *Louisa Higgins* will be absolutely entitled on her Marriage, or attaining the Age of Twenty-one Years, to the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, subject to the Life Interest of the said *Charlotte Staniforth* therein under the Trusts of the said Indenture of Settlement of the Ninth Day of *May* One thousand eight hundred and fourteen, and is also absolutely entitled to One Moiety of the said Plantation or Estate in the said Colony of *Demerara* called the *Blenheim* Estate, and also to the Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, including the said Sum of Nine thousand six hundred and five Pounds Seven Shillings and Sixpence Three Pounds *per Centum* Consolidated Annuities now standing in the Name of the said *Charlotte Staniforth*, and that upon the said Plaintiff *Louisa Higgins* attaining the Age of Twenty-one Years, or Marriage with the Consent of the Executors of the said *Tully Higgins*, she will become entitled to the Dividends of the said several herein-before mentioned Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, and Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Annuities, and the Interest, Dividends, or annual Proceeds of the Stocks, Funds, or Securities in or upon which the said Sum of Four

thousand three hundred and fifty Pounds shall or may be laid out or invested (subject to the Life Interest of her said Mother in the Dividends of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part thereof), and that upon the Death of the said Plaintiff *Louisa Higgins* the said several Principal Sums will belong to the Children of the said Plaintiff *Louisa Higgins*, as in the said Will of the said Testator *Tully Higgins* is mentioned, but in case there should be no Child of the said Plaintiff *Louisa Higgins* who shall live to attain a vested Interest in the said several Principal Sums, One Moiety thereof will belong to the said Infant Plaintiff *Louisa Higgins* absolutely; and it further appeared, that the said Master also found that the said Plaintiff *Louisa Higgins* was then of the Age of Twenty Years and One Month or thereabouts, the said Plaintiff *Louisa Higgins* having been born in or about the Month of *March* One thousand eight hundred and twenty-five, and that he also found that the said *Percy Barrington*, by whom a Proposal of Marriage had been made to the said Plaintiff *Louisa Higgins*, as mentioned in the aforesaid Petition of the said Infant Plaintiff, was an Infant of the Age of Twenty Years or thereabouts, and had, it was alleged, no Property or Estates in possession which would enable him to make any Settlement for the Benefit of the said Infant Plaintiff and the Issue of the said intended Marriage; and the said Master therefore, by his said Report, certified that he found that the Fortune of the said Infant Plaintiff *Louisa Higgins* consisted as follows; first, that under the Trusts of the said Indenture of Settlement of the Ninth Day of *May* One thousand eight hundred and fourteen she the said *Louisa Higgins* will on her attaining the Age of Twenty-one Years or Marriage become absolutely entitled in remainder expectant upon the Decease of her Mother the said *Charlotte Staniforth* to the Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence New Three Pounds Five Shillings *per Centum* Reduced Annuities; secondly, that the said Plaintiff *Louisa Higgins* is also absolutely entitled to One Moiety of the said Plantation or Estate in the said Colony of *Demerara* called the *Blenheim* Estate, as One of the Coheirs of her Brother the said *Bulkeley Higgins*, and also to the Sum of Thirty-four thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, standing in the Name of the said *Charlotte Higgins*, now *Charlotte Staniforth*, and the Sum of Six thousand Pounds like Annuities, standing in the Name of the said *Charlotte Staniforth*, making together the Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence like Annuities; and thirdly, that the said Plaintiff *Louisa Higgins* would also become entitled upon attaining the Age of Twenty-one Years, or Marriage with the Consent of the Executors of the said *Tully Higgins*, to the Dividends of the said several therein-before mentioned Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, and Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated

solidated Annuities, and to the Interest, Dividends, or annual Proceeds of the Stocks, Funds, or Securities in or upon which the said Sum of Four thousand three hundred and fifty Pounds should or might be laid out or invested, subject to the Life Interest of her said Mother in the Dividends of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part thereof, and that upon the Death of the said *Louisa Higgins* the said several Principal Sums would belong to the Children of the said *Louisa Higgins*, as in the Will of the said Testator *Tully Higgins* was mentioned, but in case there should be no Child of the said Plaintiff *Louisa Higgins* who should live to attain a vested Interest in the several Principal Sums, One Moiety thereof would belong to the said Plaintiff *Louisa Higgins* absolutely; and the said Master by his said Report likewise certified that, on consideration of the Matters therein mentioned, he found that the proposed Marriage between the said Infant Plaintiff *Louisa Higgins* and the said *Percy Barrington* would be a fit and proper Marriage, and that the Consent of the Trustees had been obtained to the said Marriage, and he found that the Amount of the said Infant Plaintiff *Louisa Higgins*'s Fortune, and of what it consisted, was such as therein-before particularly stated and herein-before mentioned, and that the said *Percy Barrington* had laid Proposals before him, whereby he stated that he was unable to make a Settlement of any Property upon the said Infant Plaintiff *Louisa Higgins*, but proposed as a Settlement on the said Infant Plaintiff and the Issue of the said Marriage to the Effect therein-after stated; that is to say, that the Moiety of the Freehold Estate in the Colony of *Demerara* to which the said *Louisa Higgins* was entitled should, as it produced little or no Income, and involved considerable Liability, be excluded from the intended Settlement, and be left to the joint Disposition of the said *Percy Barrington* and the said *Louisa Higgins*, according to the *Dutch* Law which governs that Colony, and that the aforesaid Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities standing in the Name of the said *Charlotte Staniforth* should be assigned and disposed of as follows; that is to say, that Four thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence, Part thereof, should be sold, and the Produce paid to the said *Percy Barrington* after the Marriage, such Sum being intended for the Outfit of the said *Louisa Higgins*, and other extraordinary Expences consequent on commencing a new Establishment, and that Thirty-six thousand Pounds, Residue thereof, should be assigned to Trustees, upon trust to pay the Dividends and Income thereof to the said *Percy Barrington* and his Assigns during his Life, and after his Decease upon trust to pay the same to the said *Louisa Higgins* should she survive him, during her Life, and after the Decease of the Survivor the Principal to be in trust for One or more of the Child or Children of the Marriage, as the said *Percy Barrington* and the said *Louisa Higgins* should by Deed, or as the Survivor should by Deed or Will, appoint, and in default of Appointment to all the Children equally, the Shares of Sons vesting at the Age of Twenty-one Years, and of Daughters at that Age, or Marriage under that Age with Consent in Writing of the Guardian or Guardians, and in the event of there being

being no Child or Children of the intended Marriage who should acquire a vested Interest in the Settlement Funds, that the said *Louisa Higgins* should be empowered, in case of her Death in the Lifetime of the said *Percy Barrington*, to appoint the same by Will, but subject to his Life Interest therein, and in default of such Appointment the same should be in trust for her next of Kin according to the Statute, in exclusion of the said *Percy Barrington*, and in case the said *Louisa Higgins* should survive him, then the Settlement Funds to be in trust for her absolutely; the Settlement to contain the usual Provision for Accruer, Hotchpot, Maintenance and Advancement of Children, and Powers for changing Securities, and investing Trust Funds on Mortgage of Real Estate, with the Consent of the said *Percy Barrington* and the said *Louisa Higgins* during their joint Lives, and of the Survivor during his or her Life, and at the Discretion of the Trustees after the Death of both, and for the Appointment of new Trustees, and all other usual Powers in Settlements of the like Nature, and also a Power for the Trustees to raise a Sum of Four thousand Pounds during the Lives of the said *Percy Barrington* and the said *Louisa Higgins*, or the Survivor, and at their or his or her Request or Direction in Writing, and that the said Sum of Four thousand Pounds so to be raised should be applied as they jointly or the Survivor alone should appoint; and further, that the aforesaid Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence New Three Pounds Five Shillings *per Centum* Reduced Annuities standing in the Names of the Trustees of the Settlement made on the Marriage of the Father and Mother of the said *Louisa Higgins* should be appointed by the latter, in pursuance of a Power under the said Settlement in that Behalf enabling her, in favour of the said *Louisa Higgins* absolutely (but subject to the Life Interest of her said Mother therein), and that that Sum, subject as aforesaid, should be assigned by the said *Louisa Higgins* to the Trustees of the intended Settlement, upon the Trusts therein-before proposed concerning the said Sum of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and also that the Moiety of the residuary Personal Estate of the said *Tully Higgins* which would form Part of the Personal Estate of the said *Louisa Higgins* in the event of her Death without Issue should be assigned by her to Trustees, and held upon Trusts in favour of the said *Percy Barrington* during his Life, and after his Decease for the said *Louisa Higgins* absolutely, in case she should survive him, but in case she should die in his Lifetime, then as she should by Will appoint, and in default of Appointment to her next of Kin according to the Statute, in exclusion of the said *Percy Barrington*; and on consideration of the aforesaid Proposals the said Master was of opinion that the same were fit and proper for a Settlement on the said Plaintiff *Louisa Higgins* and the Issue of the said Marriage; and it having been submitted to him that the said Proposals could not be carried into effect in consequence of both the said Parties being Infants, without the Authority of Parliament, and therefore that Proceedings should forthwith be taken to obtain an Act of Parliament to enable the Parties to execute a Settlement according to the said Proposals, the said Master submitted to the Court whether it would be fit and proper that such Proceedings

should be forthwith taken and proceeded with; and whereas the Appointment referred to or mentioned in the said Master's said Report as an intended Appointment of the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities has been duly made, the said Appointment which has been so made being the Appointment of the [redacted] Day of [redacted] One thousand eight hundred and forty-five, herein-before recited or mentioned; and whereas the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, in the said Master's said Report mentioned to be standing in the Name of the said *Charlotte Stanifonth*, includes the Share of the said *Louisa Higgins*, as One of the next of Kin of the said *Bulkeley Higgins* deceased, of the Proceeds of the said *Blenheim* Plantation or Estate which accrued due in his Lifetime, and also the Share of the said *Louisa Higgins* of the Proceeds of the said Plantation or Estate which have accrued due since his Death; and whereas it has been agreed that, for the Purposes of the proposed Settlement, the whole of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities should be considered as and become Personal Estate, as well in Equity as at Law, and accordingly that a Declaration should be inserted in the Settlement to be executed in conformity with the said Proposals and Agreement, for impressing so much of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities as was purchased with the Share of the said *Louisa Higgins* of the said Compensation Money for the Slaves on the said Plantation or Estate, and which is of the Nature of Real Estate, with the Nature and Character of Personal Estate for all Purposes whatsoever; and whereas it has been also agreed that in the Settlement to be executed in pursuance of the said Proposals Provision should be made for restraining the said *Louisa Higgins* during the Continuance of the said intended Coverture from anticipating in any Manner the Dividends or annual Proceeds to which, under the Trusts of the said herein recited Will, she will on her Marriage become entitled for her Life, of the said Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Annuities, and the Stocks, Funds, or Securities in or upon which the said Sum of Four thousand three hundred and fifty Pounds Cash shall or may be laid out or invested; and whereas by an Order of his Honour the Vice Chancellor of *England*, made in the said Suits on the Petition of the said *Percy Barrington*, on the Thirty-first Day of *May* last, upon which Petition the said Infant Plaintiff duly appeared, it was ordered that the said Master's said Report should be confirmed, but with the Variations in the said Order after mentioned; (that is to say,) first,

first, that the Moiety of the Plantation or Estate in the Colony of *Demerara* to which the Infant Plaintiff is entitled as One of the Coheirs of her Brother *Bulkeley Higgins* in the said Master's said Report mentioned should be settled in manner herein-after mentioned; (that is to say,) to such Uses, upon such Trusts, and in such Manner as the Petitioner and the Infant Plaintiff, with the Consent and Approbation of the Trustees or Trustee for the Time being of the said Settlement, shall by Deed jointly appoint, and in default of such Appointment upon trust for the Petitioner during his Life, and after his Decease for the said Infant Plaintiff for her Life, and after the Decease of the Survivor of them upon trust for all and every or any One or more of the Children or other Issue of the said intended Marriage, as the Petitioner and the Infant Plaintiff shall jointly by Deed appoint, and in default of such joint Appointment then as the Survivor of them shall by Deed or Will appoint, and in default of Appointment upon trust for all such Children equally as Tenants in Common, and their Heirs, with cross Remainders or executory Limitation between such Children in case of the Death of any of them under the Age of Twenty-one Years without leaving lawful Issue living at their respective Deaths, and in default of such Children or Issue then in trust for the Infant Plaintiff and her Heirs absolutely in case she should survive the said Petitioner, but in case she should die in his Lifetime then upon Trust for such Person as the Infant Plaintiff shall by Will appoint, and in default of such Appointment in trust for such Person or Persons as would have been entitled thereto in case she had died unmarried and intestate; and that such Settlement should contain a Power for the Trustees to charge the said Moiety with any Sum or Sums of Money, not exceeding Five thousand Pounds in the whole, which may be advanced for the Sustentation of the said Estate or Plantation out of the Trust Stocks and Funds, pursuant to the Power herein-after mentioned, and also a Power for the said Trustees, with the Consent and by the Direction of the said Infant Plaintiff and the Petitioner, or the Survivor, and after the Decease of the Survivor at the Discretion of the Trustees or Trustee, to sell the said Moiety, the Proceeds of such Sale to be laid out in the Purchase of Lands in *England* or *Wales*, to be settled to the like Uses; secondly, that a Power should be given to the Trustees or Trustee, in whom the Trust Stocks, Funds, and Securities should be vested, by the Direction or with the Consent in Writing of the Petitioner and the said Infant Plaintiff, or the Survivor, and after the Death of such Survivor then at the Discretion of such Trustees or Trustee, to advance and pay out of the said Trust Funds, upon the Security of the said Moiety of the said Plantation or Estate, any Sum or Sums of Money, not exceeding in the whole Five thousand Pounds, for the Purpose of providing the necessary Capital or Funds for working or carrying on the said Plantation or Estate, and rebuilding and repairing the Buildings and Works thereon, and purchasing and renewing all necessary Implements and Utensils, with Horses and other Cattle required for working and carrying on the same, in order that the said Plantation or Estate may be preserved for the Benefit of the said Petitioner and Infant Plaintiff, and the Issue of the said intended Marriage; thirdly, that Power should be also given to the said lastly-mentioned Trustees or Trustee, with the like Consent or

at the like Discretion, to invest any Portion of the Proceeds of the said Trust Stocks and Funds which for the Time being should be in possession and not in reversion in the Purchase of any Messuages or Messuage or Lands or Hereditaments in *England* or *Wales* of Freehold or Copyhold Tenure or of Leasehold Tenure, so that the same are held for a Term whereof not less than Eighty Years were unexpired, whether the same be required for a Residence for the Petitioner and the Infant Plaintiff or not, which Messuages, Lands, or Hereditaments should be made liable to a Trust for the Sale and Reconversion thereof into Money in the usual Manner, in order that the Trust Funds so to be invested may remain in Equity as of the Nature of Personal Estate, and be liable to the Trusts, Powers, and Provisoes upon, for, with, under, and subject to which the said Trust Funds are intended to be settled; and fourthly, that Clauses might be introduced into the intended Settlement for effectually restraining the said Infant Plaintiff from anticipating during the intended Coverture the Income of the Trust Funds to which she is in the said Report mentioned to be entitled for her Life, and which is in the said Will of the said *Tully Higgins* expressed to be settled on her for her sole and separate Use; and it appearing that Drafts of a Deed Poll and of certain Indentures of Settlement had been prepared and settled by Counsel on behalf of the Infant Plaintiff and the Infant Petitioner, in conformity with the Proposals contained in the said Master's Report, with such Variations as are therein-before ordered to be made therein, and such Drafts being then produced to the Court, and marked respectively A, B, and C, the Exhibit A being the Draft of an Indenture of Settlement of the said Moiety of the said Plantation or Estate purporting to be made between the Petitioner the said *Percy Barrington* of the First Part, the Right Honourable *William Keppel* Viscount *Barrington* of the Second Part, the said Infant Plaintiff *Louisa Higgins* of the Third Part, the said Sir *Edmund Antrobus* of the Fourth Part, and the Honourable *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, the Exhibit B being the Draft of a Deed Poll or Appointment of the Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities intended to be executed by the said Defendant *Charlotte Staniforth*, and the Exhibit C being the Draft of an Indenture of Settlement of the Stocks, Funds, Monies, and Personal Estate to which the said Infant Plaintiff was found by the said Report to be entitled, as therein mentioned, and purporting to be made between the said Petitioner the said *Percy Barrington* of the First Part, the Right Honourable *William Keppel* Viscount *Barrington* of the Second Part, the Infant Plaintiff the said *Louisa Higgins* of the Third Part, Sir *Edmund Antrobus* of the Fourth Part, and the Honourable *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, the said Court did approve of the said produced Drafts A, B, and C, as to the said Draft B as a proper Deed of Appointment, and as to the said Drafts A and C as proper Settlements to be executed upon the Marriage of the said Petitioner and the Infant Plaintiff; and it appearing to the Court that in consequence of the respective Minorities of the Petitioner and the Infant Plaintiff no valid or effectual Settlement could at present be made of the said Estates and Funds without the Authority of Parliament,

ment, the said Court did order that the Guardian of the said Infant Plaintiff therein-after appointed, and the Right Honourable *William Keppel* Viscount *Barrington*, the Father and Guardian of the Petitioner, or either of them, should be at liberty to apply to Parliament for leave to bring in a Bill to enable the said Petitioner the said *Percy Barrington* and the said Infant Plaintiff to execute Settlements, to be ingrossed from the said Drafts so approved of by the said Court, and referred to or mentioned in the said Order as Exhibits A and C, and to take such Steps as they or he might be advised for procuring such Bill to be passed into an Act in the present Session of Parliament; and in case an Act of Parliament should be obtained for the Purpose aforesaid, then that the Parties to the Settlements to be ingrossed from the said Drafts A and C should execute the same Settlements, and that after the Execution of such Settlements the Petitioner the said *Percy Barrington* and the said Infant Plaintiff should be at liberty to intermarry; and the Court did appoint the Defendant Sir *Edmund Antrobus*, at the Request of the said Infant Plaintiff, to be the Guardian of the Infant Plaintiff during her Minority, and to consent to such Marriage, in the Events aforesaid; and whereas in pursuance of the lastly herein-before recited Order the said *William Keppel* Viscount *Barrington* on behalf of the said *Percy Barrington*, and the said Sir *Edmund Antrobus* on behalf of the said *Louisa Higgins*, obtained Leave to bring in a Bill for the Purpose aforesaid, and such Bill hath passed into an Act, and is intituled *An Act for enabling the Honourable* Percy Barrington, *Second Son of the Right Honourable* William Keppel *Viscount* Barrington, *a Minor, and* Louisa Higgins *Spinster, also a Minor, to execute Settlements of the Fortune of the said* Louisa Higgins, *prior to and in contemplation of the Marriage between the said* Percy Barrington *and the said* Louisa Higgins, and by such Act it is enacted, that the said *Percy Barrington* and the said *Louisa Higgins* respectively, notwithstanding their respective Minority, should or might be at liberty, at any Time after the passing of the said Act, to execute Settlements, to be ingrossed from the said Drafts so approved by the said Court of Chancery, as in the said Act and herein-before mentioned, and in the said Order of the Thirty-first Day of *May* last herein-before recited or mentioned respectively, referred to or mentioned as Exhibits C and A respectively, and that such Settlements respectively, when so executed by the said *Percy Barrington* and the said *Louisa Higgins* respectively, should be as valid and effectual as the same respectively would have been if the said *Percy Barrington* and *Louisa Higgins* had prior to the Execution of such Settlements respectively attained the full Age of Twenty-one Years; and whereas in pursuance of the lastly herein-before recited Order these Presents have been ingrossed from the Draft in the said Order mentioned or referred to as the Exhibit C, such Draft so mentioned or referred to being in the said Order described as an Indenture of Settlement of the Stocks, Funds, Monies, and Personal Estate to which the said Infant Plaintiff was found by the said Report to be entitled, as therein mentioned, and as being made or as purporting to be made between the several Persons who are respectively Parties to these Presents, and being also One of the said Drafts in the said Order mentioned to have been produced, and to have been approved of by the said Court as proper Settlements

to

to be executed upon the said Marriage of the said *Percy Barrington* the Petitioner and the said Infant Plaintiff; and whereas by an Indenture of even Date herewith, and made between the said *Percy Barrington* of the First Part, the said *William Keppel* Viscount *Barrington* of the Second Part, the said *Louisa Higgins* of the Third Part, the said Sir *Edmund Antrobus* of the Fourth Part, and the said *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, (being the Indenture of Settlement which has been in pursuance of the lastly herein-before recited Order engrossed from the Draft in the said Order mentioned or referred to as the Exhibit A, and which Draft so mentioned or referred to is in the said Order described as the Draft of an Indenture of Settlement of the said Moiety of the said Infant Plaintiff of the said Plantation or Estate in the Colony of *Demerara*, and as being made between the Persons who are herein-before mentioned to be Parties thereto,) the said *Louisa Higgins*, with the Privity and Approbation of the said *Percy Barrington*, in pursuance of the lastly herein-before recited Order, hath granted, conveyed, and assured, and the said *Percy Barrington* hath assured and confirmed, unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, and their Heirs for ever, all that the undivided Moiety or equal Half Part or Share or other the Part or Share of the said *Louisa Higgins* of or in the said Plantation or Estate called the "*Blenheim* Estate," in the Colony of *Demerara* aforesaid, and of and in all the Cattle, Stock, and Effects in, upon, or belonging to the Estate or to the Owners of the said Estate, and also of and in all the Rights, Members of and to the said Plantation or Estate and Premises belonging or appertaining, to hold the said Moiety, Hereditaments, and Premises thereby granted, conveyed, and confirmed as aforesaid unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, and their Heirs for ever, to the Use of or in trust for the said *Louisa Higgins* and her Heirs until the Solemnization of the said proposed Marriage, and from and after the Solemnization thereof to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and in such Manner in all respects as the said *Percy Barrington* and *Louisa Higgins* at any Time or Times during their joint natural Lives, (but with the Consent and Approbation of the Trustees or Trustee for the Time being of the said Settlement of the *Blenheim* Estate, by some Writing signed by such Trustees or Trustee,) by any Deed or Deeds, Instrument or Instruments, to be sealed and delivered by them both in the Presence of them, and to be attested by Two or more credible Witnesses, should jointly appoint; and in default of such Appointment to the Use of or in trust for the said *Percy Barrington* for his Life, and after his Death to the Use of or in trust for the said Plaintiff *Louisa Higgins* for her Life, in case she should survive him, and after the Death of the Survivor of them the said *Percy Barrington* and *Louisa Higgins*, then to the Use of or in trust for the Children, Child, or other Issue of the said proposed Marriage, or some, any, or either of the said Objects, according to the joint Appointment of the said *Percy Barrington* and *Louisa Higgins* by Deed, or of the Survivor of them by Deed or Will; and in default of Appointment to the Use of or in trust for all the Children, if more than One, in equal Shares, as Tenants in Common, and their Heirs for ever, with cross executory Limitations between

them as to the Shares or Share of any or either of them dying under the Age of Twenty-one Years without leaving Issue living at their respective or his or her Death or Deaths, or if there shall be but One such Child, then to the Use of or in trust for such only Child, and his or her Heirs for ever, and if there shall be no such Child, or being such if all such Children shall die under Twenty-one, and without leaving Issue at their respective or his or her Deaths or Death, then to the Use of or in trust for the said *Louisa Higgins* and her Heirs for ever absolutely, in case she should survive the said *Percy Barrington*, or if she should die in his Lifetime, then to the Use of or in trust for such Person or Persons and for such Estate and Estates as she shall by Will appoint; and in default of Appointment for the Person or Persons who would have been at her Death entitled by Law in case she had died unmarried and intestate; and in the said Indenture are contained various Powers and Provisions, and amongst them a Power for the Trustees or Trustee for the Time being of such Settlement to charge the said Moiety of the said Plantation or Estate with and as a Security for any Sum or Sums advanced or paid out of the Trust Funds aforesaid by virtue of or under the Power for that Purpose herein-after contained for carrying on or otherwise on account of the said Plantation or Estate, and also a Power for the said Trustees or Trustee, by the Direction or with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins* during their joint Lives, or of the Survivor of them, or after the Decease of both of them, at the Discretion of the said Trustees or Trustee absolutely, to sell and dispose of the said Moiety of the said Plantation, or to concur with the Owner for the Time being of the other Moiety in the Sale or Disposition of the Entirety thereof; and it is thereby declared that the Money to be produced by the Sale of the said Moiety shall be liable to be laid out and invested in the Purchase of Lands in *England*, to be settled in the same Manner as the said Moiety of the said Plantation is proposed to be settled, and that in the meantime such Money shall be invested in Parliamentary Stocks or Funds or on Real Securities, and the Dividends, Interest, or annual Proceeds thereof shall go in the same Manner as the Rents of such Lands and Hereditaments would go if the said Money had been actually laid out and invested in the Purchase of Lands; and whereas the said *Charlotte Staniforth* hath, in consideration of the said intended Marriage, immediately before the Execution of these Presents, transferred the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities into the joint Names of the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, and the said Sum is now standing in their joint Names in the Transfer Books of the said Annuities kept at the Bank of *England*; now this Indenture witnesseth, that in consideration of the said intended Marriage, and in pursuance of the recited Proposals and of the recited Order of the Thirty-first Day of *May* last, and also of the Act of Parliament lastly herein-before recited or mentioned, the said *Louisa Higgins* (with the Privity and Approbation of the said *Percy Barrington* her intended Husband, testified by his being a Party to and executing these Presents,) doth by these Presents bargain, sell, assign, transfer, and set over unto the said *Adolphus*

Liddell and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, all that the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities to which by virtue of or under the said Indenture of Settlement of the Ninth Day of *May* One thousand eight hundred and fourteen, and the said Deed Poll or Instrument of Appointment of the Day of One thousand eight hundred and forty-five, the said *Louisa Higgins* is entitled indefeasibly for a present vested Interest, but subject to the Life Estate or Interest therein of the said *Charlotte Staniforth* her Mother, by virtue of or under the Trusts of the same Settlement as aforesaid, and the Dividends, Interest, or annual Proceeds of the same Sum, or of the Stocks, Funds, and Securities in or upon which the Produce thereof shall or may at any Time be laid out or invested, and all the Right, Title, Interest, Claim, and Demand whatsoever of the said *Louisa Higgins* to, in, or out of the same, together with all Powers or Authorities and Remedies whatsoever for recovering, receiving, and giving an effectual Release and Discharge or effectual Releases and Discharges for the same, to have, hold, receive, and take the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, and the Dividends, Interest, or annual Proceeds thereof, or other the Premises hereby assigned as aforesaid, or intended so to be, (but subject to the said Life Estate or Interest of the said *Charlotte Staniforth* therein,) unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns absolutely, nevertheless in trust for the said *Louisa Higgins*, her Executors or Administrators, until the Solemnization of the said intended Marriage, and from and after the Solemnization thereof upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements herein-after contained or expressed of or concerning the same; and this Indenture further witnesseth, that for the consideration aforesaid, and in pursuance of the said Agreement in this Behalf, and in pursuance of the Act of Parliament lastly hereinbefore recited or mentioned, and in order that so much of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities as was purchased by the said *Charlotte Staniforth*, then *Charlotte Higgins* Widow, with the Share of the said *Louisa Higgins* of the Money received by the said *Charlotte Staniforth* for Compensation for the Slaves on the said *Blenheim* Plantation or Estate, under the Provisions of the said Act of the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, for the Abolition of Slavery throughout the *British* Colonies, may become and be of the Nature of Personal Estate, as well in Equity as at Law, and may be effectually settled as Part of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, according to the Proposals and in pursuance of the Order respectively aforesaid, in the Manner herein-after mentioned, the said *Louisa Higgins* (with the Privity and Approbation of the said *Percy Barrington* her intended Husband, testified as aforesaid,)

aforesaid,) doth hereby declare and direct that so much of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings, and Seven-pence Three Pounds *per Centum* Consolidated Annuities as was purchased with the Share of the said *Louisa Higgins* of the said Sum of Money so by the said *Charlotte Staniforth* otherwise *Charlotte Higgins* received for Compensation for the said Slaves shall henceforth be of the Nature of Personal Estate, as well in Equity as at Law; and this Indenture further witnesseth, that for the Consideration aforesaid, and in pursuance of the Proposals hereinbefore mentioned, and for declaring the Trusts of or settling the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities so by the said *Charlotte Staniforth* transferred into and now standing in the joint Names of the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, as aforesaid, it is hereby agreed and declared that the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, or Assigns, shall stand and be possessed of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, and the Dividends or annual Proceeds thereof, upon trust for the said *Louisa Higgins*, her Executors or Administrators, until the Solemnization of the said intended Marriage, and from and after the Solemnization thereof, as to the Sum of Four thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence (Part of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities), upon trust, at the Request of the said *Percy Barrington*, his Executors or Administrators, to make Sale and dispose thereof, and to pay the Produce of such Sale unto the said *Percy Barrington*, his Executors or Administrators, for his or their own Use absolutely, and as to the Sum of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities (Residue of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities), it is hereby agreed and declared, that the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, shall stand and be possessed thereof, and of the Dividends and annual Proceeds thereof, upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements herein-after expressed of and concerning the same; and it is hereby agreed and declared between and by the Parties hereto, that the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, shall from and after the Solemnization of the said intended Marriage stand and be possessed of the said Sum of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities (Residue of the aforesaid Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence like Annuities), and the Dividends or annual Proceeds thereof, and the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, and the Dividends or annual Proceeds thereof, (but as to the said lastly mentioned Sum, and the Dividends or annual Proceeds thereof, subject

to

to the Life Estate of the said *Charlotte Staniforth* therein,) upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements herein-after contained or expressed of or as to and concerning the same, (that is to say,) upon trust to pay unto the said *Percy Barrington* or his Assigns, or to empower and permit and suffer him or them to receive and take, the Interest, Dividends, and annual Proceeds of the said Sum of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, as and when the same shall become payable, for his or their own Use and Benefit during his Life, and from and after his Decease upon trust to pay unto the said *Louisa Higgins* or her Assigns, or to empower and permit and suffer her or them to receive and take, the Interest, Dividends, and annual Produce of the said Sums of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, when and as they shall become payable, for her and their own Use and Benefit during her Life, and from and after the Decease of the Survivor of them the said *Percy Barrington* and *Louisa Higgins* his intended Wife, then as for and concerning the Principal or Capital of the said Sums of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities respectively, and the Dividends or annual Proceeds thereof, upon trust for all and every or such One or more exclusively of the other or others of the Child or Children of the said intended Marriage, or for all and every or such One or more exclusively of the other or others of the lawful Issue (born in the Lifetime of the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them,) of any One or more of such Child or Children, or both for all and every or such One or more exclusively of the other or others of the said Child or Children, and all and every or such One or more exclusively of the other or others of their or any of their Issue (born as aforesaid), on or at such Age, Day, or Time, or such Ages, Days, or Times, not exceeding Twenty-one Years from the Decease of the Survivor of them the said *Percy Barrington* and *Louisa Higgins*, and in such Manner, and if more than One in such Shares or Proportions, and subject to such annual or other Sum or Sums of Money, and such Conditions or Limitations over for the Benefit of or relating to the said Children and Issue or any of them, and with such Provision for their or any of their Maintenance and Advancement, as they the said *Percy Barrington* and *Louisa Higgins*, at any Time or Times during their joint Lives, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them both in the Presence of and attested by Two or more credible Witnesses, shall jointly direct or appoint, and for Want of such joint Direction or Appointment, or so far as such joint Direction or Appointment shall not extend, then as the Survivor of them the said *Percy Barrington* and *Louisa Higgins*, at any Times or Time, by any

any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be by him or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his or her last Will and Testament, or any Codicil or Codicils thereto, duly executed, shall direct or appoint, and for Want of such Direction or Appointment, and so far as any such Direction or Appointment shall not extend, in trust for all and every the Child and Children of the said intended Marriage who being a Son or Sons shall live to attain the Age of Twenty-one Years, or being a Daughter or Daughters shall live to attain that Age, or be married under that Age with the Consent in Writing of her or their Guardians or Guardian for the Time being, which shall first happen, and if there shall be Two or more such Children, equally to be divided between or among them, Share and Share alike, as Tenants in Common, and if there shall be only One such Child, who being a Son shall live to attain the Age of Twenty-one Years, or being a Daughter shall live to attain that Age, or be married under that Age with such Consent as aforesaid, then in trust for such only Child, and the said Shares or Portions, Share or Portion, to be respectively paid or transferred at the Time or Times at which the same shall respectively become vested as aforesaid, if the same shall respectively happen after the Decease of the Survivor of them the said *Percy Barrington* and *Louisa Higgins*, but if the same shall happen in the Lifetime of them or the Survivor of them, then immediately after the Decease of such Survivor, but in case any Child of the said intended Marriage shall take a Share of the said Trust Premises by virtue of or under any Appointment or Appointments to be made in pursuance of the Powers herein-before contained or either of them, such Child shall be entitled to no further Share of the unappointed Part of the said Trust Premises until he or she shall have brought his or her appointed Share into Hotchpot, and shall have accounted for the same accordingly, if there shall be any other Child or Children of the said intended Marriage who shall attain a vested Interest in the Trust Premises, unless the Persons or Person making such Appointment or Appointments shall declare a contrary Intention in Writing, and if at the Decease of the Survivor of them the said *Percy Barrington* and *Louisa Higgins* there shall be any Child or Children of the said intended Marriage who shall not have attained a vested Interest in the said Trust Premises, then upon trust, but without Prejudice to any such Appointment as aforesaid, to apply the annual Income of the presumptive Share for the Time being of each Child of the said intended Marriage of and in the said Trust Premises, or so much thereof as the said Trustees or Trustee for the Time being shall in their or his Discretion think proper, for or towards his or her Maintenance and Education, until such his or her Share shall have become vested, or he or she shall previously die; provided always, that if in any One Year or Years the said Trustees or Trustee for the Time being shall, in pursuance of the said lastly-mentioned Trust, apply for the Maintenance and Education of any such Child or Children less than the annual Income to which he, she, or they shall be respectively entitled as aforesaid, then and in such Case, and so often as the same shall happen, the Surplus thereof shall be invested in the Names of the Trustees or Trustee for the Time being of these

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Presents in the Purchase of Three *per Centum* Annuities, and shall be accumulated and go in augmentation of and be held under and subject to the same Trusts, Powers, and Provisions as are in and by these Presents declared and contained of and concerning the original Share and Shares from or in respect of which such Surplus shall arise, yet so nevertheless that it shall be lawful for the said Trustees or Trustee for the Time being to apply the Surplus of the annual Income of the Share or Shares of any Child or Children in any preceding Year or Years for or towards and in increase of his, her, or their Maintenance and Education in any succeeding Year or Years; provided also, and it is hereby agreed and declared between and by the said Parties hereto, that it shall and may be lawful to and for the said Trustees or Trustee for the Time being of these Presents, in the Lifetime and with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins*, or of the Survivor of them, or after the Decease of such Survivor of the proper Authority and at the Discretion of such Trustees or Trustee, at any Time or Times to apply and dispose of any Part or Parts of the Share or Shares, whether vested or contingent, of any Son or Sons of the said intended Marriage of and in the said Trust Premises, or such of them as shall be then vested in such Trustee or Trustees for the Time being, in possession, and not in remainder or by way of any future Interest, not exceeding One Third Part of such his or their Share or Shares, for placing or putting him or them in or to any Profession, Business, or Employment, or for his or their Instruction therein, or otherwise for his or their Benefit or Advancement in the World, notwithstanding any of the Trusts herein-before contained; but in case there should be no Child of the said intended Marriage who being a Son shall live to attain the Age of Twenty-one Years, or being a Daughter shall live to attain that Age, or be married under that Age with such Consent as aforesaid, then it is thereby agreed and declared that the Trustees or Trustee for the Time being of these Presents shall and do, but without Prejudice to any of the Trusts herein-before contained, stand and be possessed of the said Sums of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, upon the Trusts following, (that is to say,) in case the said *Louisa Higgins* shall survive the said *Percy Barrington*, in trust for the said *Louisa Higgins*, her Executors, Administrators, or Assigns, but in case the said *Louisa Higgins* should die in the Lifetime of the said *Percy Barrington*, in trust for such Person and Persons, and for such Purposes, and in such Manner as the said *Louisa Higgins*, in and by her last Will and Testament in Writing or any Codicil thereto, or any other Testamentary Writing, shall at any Time or Times after the Solemnization of the said intended Marriage, and notwithstanding her said intended Coverture, direct or appoint, and in default of and subject and without Prejudice to any such Direction or Appointment, and so far as any such Direction or Appointment shall not extend, in trust for such Person or Persons as under or by virtue of the Statute for the Distribution of Intestates Effects should or would at the Time of the Decease of the said *Louisa Higgins* have been entitled to her Personal Estate as her next of Kin, in case she had died intestate

tate and unmarried, and if there shall be Two or more such Persons, then to take in such Manner as they would be entitled to take under the said Statute; provided always, and it is hereby agreed and declared, that it shall be lawful for the Trustees or Trustee for the Time being of these Presents, at any Time after the Solemnization of the said intended Marriage, if the said Trustees or Trustee in their or his Discretion shall think fit, by the Direction or with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins* during their Lives, or of the Survivor of them, or after the Decease of such Survivor, without the Necessity of any Direction or Consent whatever, to raise and advance, by means or out of the Trust Funds aforesaid or either of them, or any Part thereof respectively, any Sum or Sums of Money not exceeding altogether the Sum of Five thousand Pounds, for the Purpose of providing or supplying, in conjunction with the Person or Persons for the Time being entitled to the undivided Moiety or Share of the said Plantation or Estate, the necessary Capital or Funds for working or carrying on the same, and rebuilding and repairing the Buildings and Works thereon, and purchasing and renewing all necessary Implements and Utensils, and all Horses or other Cattle required for working or carrying on the same, in order that the said Plantation or Estate may be preserved and made available for the Benefit of the said *Percy Barrington* and the said Infant Plaintiff, and the Issue of the said intended Marriage; provided nevertheless, that the Trustees or Trustee so raising and advancing any Sum or Sums of Money for the Purposes aforesaid, by virtue of or under this present Power or Authority, shall have or be entitled to a Charge upon the aforesaid Moiety of the said *Louisa Higgins* of the aforesaid Plantation or Estate to the Amount or Extent of the Monies so to be raised or advanced; provided always, and it is hereby further agreed and declared, that it shall be lawful for the Trustees or Trustee for the Time being of these Presents, at any Time or from Time to Time after the Solemnization of the said intended Marriage, and during the joint Lives of the said *Percy Barrington* and *Louisa Higgins*, or the Life of the Survivor of them, to levy and raise, by Sale of a competent Part of such of the Trust Funds aforesaid as shall for the Time being be vested in the said Trustees or Trustee in possession, at the Request or by the Direction in Writing of the said *Percy Barrington* and *Louisa Higgins*, or of the Survivor of them, any Sum or Sums of Money not exceeding the Sum of Four thousand Pounds Sterling, and to pay the Sum or Sums of Money so to be levied or raised in such Manner as they the said *Percy Barrington* and *Louisa Higgins* shall jointly direct or appoint in Writing, or as the Survivor of them shall in like Manner direct or appoint; and this Indenture further witnesseth, that for the Considerations aforesaid, and for extending to the separate Estate or Interest of the said *Louisa Higgins* in the Dividends, Interests, or annual Proceeds of the Trust Funds to which she is under the said herein recited Will entitled for her Life, and in default of Appointment of such Dividends, Interest, or annual Proceeds, from Time to Time, by virtue of or under the express Power thereby given to her as aforesaid for her sole and separate Use, the Restriction against Anticipation annexed to such Power, or for giving effect to such Restrictions as regards the said separate Estate or Interest of the said *Louisa Higgins*, and

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in pursuance of the herein recited Agreement in this Behalf, she the said *Louisa Higgins*, by virtue and in pursuance of the said lastly-mentioned Act of Parliament, (with the Privity and Approbation of the said *Percy Barrington* her intended Husband, testified as aforesaid,) doth by these Presents bargain, sell, assign, and transfer unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, all those the Dividends, Interest, or annual Proceeds to which the said *Louisa Higgins* will on her Marriage become entitled for her Life of and in the said several Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, and Twenty-five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Annuities, and of and in the Stocks, Funds, or Securities in or upon which the said Sum of Four thousand three hundred and fifty Pounds Cash shall or may be laid out or invested, or of and in all the Stocks, Funds, and Securities in or upon which the residuary Personal Estate of the said Testator *Tully Higgins* shall or may from Time to Time or at any Time be laid out or invested, and all the Right, Title, Interest, Claim, and Demand of the said *Louisa Higgins* to and in the said Dividends, Interest, or annual Proceeds, together with all Powers or Authorities and Remedies requisite for recovering or receiving or giving effectual Releases or Discharges for the same, to have, hold, receive, and take the said Dividends, Interest, or annual Proceeds and Premises lastly herein-before assigned as aforesaid, or expressed and intended so to be, with the Appurtenances, for and during the Remainder of the Life of the said *Louisa Higgins*, but subject to the Life Estate or Interest of the said *Charlotte Staniforth* in the Dividends of the Sum of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities (Part thereof) under the said herein recited Will, unto and by the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, nevertheless in trust for the said *Louisa Higgins*, her Executors or Administrators, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization thereof upon the Trusts following; (that is to say,) upon trust, during the joint Lives of the said *Percy Barrington* and *Louisa Higgins*, to pay the Dividends, Interest, or annual Proceeds hereby assigned as aforesaid, or expressed and intended so to be, as and when the same respectively shall accrue due and be received, unto such Person or Persons or in such Manner as the said *Rouisa Higgins* shall, notwithstanding her intended Coverture, from Time to Time, after such Dividends, Interest, or annual Proceeds shall have become due or payable, but not before, or in any Manner by way of Anticipation, appoint, order, or direct, and in default of such Appointment, Order, or Direction, then to pay the said Dividends, Interest, or annual Proceeds, as and when they respectively shall accrue due or became payable, into the Hands of the said *Louisa Higgins* for her sole and separate Use, but so however that she shall not at any Time have Power to assign, charge, incumber, or in any other Manner to dispose of the said Dividends, Interest, or annual

Proceeds by Anticipation, it being the Intention of the Parties that the said Dividends, Interest, or annual Proceeds shall, as and when they shall accrue due, be for the sole and separate Use of the said *Louisa Higgins*, and free from the Contracts, Engagements, or Control in any Manner of the said *Percy Barrington* her intended Husband, but so however that she shall not have Power at any Time to assign, charge, incumber, or otherwise dispose of the same by Anticipation, and that the Receipt or Receipts of the said *Louisa Higgins* alone, or of any Person or Persons to whom she shall, after such Dividends, Interest, or annual Proceeds shall have become due or payable, but not otherwise, appoint, order, or direct the same to be paid, shall be a sufficient and effectual Discharge for the same; and in case of the Death of the said *Percy Barrington* in the Lifetime of the said *Louisa Higgins*, then during the Remainder of the Life of the said *Louisa Higgins* upon trust to pay the said Dividends, Interest, or annual Proceeds hereby assigned as aforesaid unto such Person or Persons as the said *Louisa Higgins* shall from Time to Time appoint, but without Power to anticipate the same, and in default of Appointment unto the said *Louisa Higgins* for her sole and separate Use, in the Manner directed by the said herein-recited Will of the said *Tully Higgins*; and this Indenture further witnesseth, that for the Consideration aforesaid, and in pursuance of the aforesaid Proposals in this Behalf, and by virtue or in pursuance of the said lastly mentioned Act of Parliament, the said *Louisa Higgins* (with the Privity and Approbation of the said *Percy Barrington* her intended Husband, testified as aforesaid,) doth by these Presents bargain, sell, assign, transfer, and set over unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, all that the Moiety or One full equal Half Part or Share or any and every other the Parts and Shares, Part and Share of the said *Louisa Higgins*, as One of the next of Kin of the said *Tully Higgins* her late Father, and of the said *Bulkeley Higgins* her late Brother, respectively deceased, in reversion after her Death, and in case of there being no Child of her the said *Louisa Higgins* who shall attain a vested Interest by virtue of or under the Trusts of the herein recited Will of the said *Tully Higgins* of and in all those the said Sums of One hundred and twenty-two thousand five hundred and eighty-five Pounds Eleven Shillings and Seven-pence Three Pounds *per Centum* Consolidated Annuities, Forty-three thousand three hundred and thirteen Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Reduced Annuities, and Twenty five thousand three hundred and nine Pounds Sixteen Shillings and Three-pence Three Pounds *per Centum* Consolidated Annuities, making together the Sum of One hundred and ninety-one thousand two hundred and nine Pounds Four Shillings and One Penny in the Three Pounds *per Centum* Annuities, and of and in the said Sum of Four thousand three hundred and fifty Pounds Cash, or of and in the Stocks, Funds, or Securities in or upon which the same shall or may be laid out or invested, and of and in the Dividends, Interest, or annual Proceeds of the said lastly mentioned Trust Funds and Premises, and all the Right, Title, Interest, Claim, and Demand whatsoever of or by the said *Louisa Higgins* to, in, or out of the same Moiety of the said *Louisa Higgins* in reversion, together with

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all Powers or Authorities and Remedies whatsoever requisite for recovering or receiving, and giving effectual Releases or Discharges, or an effectual Release or Discharge for the same, to have, hold, receive, and take the said Moiety in reversion of the said *Louisa Higgins*, hereby assigned as aforesaid, or intended so to be, (but subject to the Life Estate or Interest of the said *Charlotte Staniforth* in the Dividends of the Sum of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, Part of the Trust Funds and Premises lastly herein-before mentioned,) unto and by the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, nevertheless in trust for the said *Louisa Higgins*, her Executors or Administrators, until the Solemnization of the said intended Marriage, and from and after the Solemnization thereof, in case the said Moiety of the said *Louisa Higgins* in reversion should come into possession by the Death of the said *Louisa Higgins*, and in consequence of there being no Child of the said *Louisa Higgins* who shall under the Trusts of the said herein-recited Will attain a vested Interest in the said Trust Funds, then upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements herein-after contained or expressed, that is to say, in case the said *Louisa Higgins* shall survive the said *Percy Barrington* her intended Husband, then in trust for the said *Louisa Higgins*, her Executors, Administrators, or Assigns, but in case the said *Louisa Higgins* shall die in the Lifetime of the said *Percy Barrington*, then in trust to pay unto the said *Percy Barrington* or his Assigns, or to empower and permit and suffer him or them to receive and take, the Interest, Dividends, and annual Proceeds of the same Moiety in reversion of the said *Louisa Higgins*, when and as the same should become payable, for his and their own Use and Benefit during his Life, and from and after his Decease then upon trust for such Person or Persons and for such Purposes and in such Manner as the said *Louisa Higgins* in and by her last Will and Testament in Writing, or any Codicil thereto, or any other testamentary Writing, shall at any Time or Times after the Solemnization of the said intended Marriage, and notwithstanding her said intended Coverture, direct or appoint, and in default of and subject and without Prejudice to any such Direction or Appointment, and so far as any such Direction or Appointment shall not extend, in trust for such Person or Persons as under or by virtue of the Statute for the Distribution of Intestates Effects should or would at the Time of the Decease of the said *Louisa Higgins* have been entitled to her Personal Estate as her next of Kin in case she had died intestate and unmarried, and if there shall be Two or more such Persons then to take in such Manner as they would be entitled to take under the said Statute; provided always, and it is hereby agreed and declared, that it shall be lawful for the Trustees or Trustee for the Time being of these Presents, by the Direction and with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins*, or of the Survivor of them, and after the Decease of such Survivor at the Discretion of them or him the said Trustees or Trustee, to settle and adjust or join in settling and adjusting all Accounts of the said *Charlotte Staniforth*, Sir *Edmund Antrobus*, and *Alexander Hall*, as the Executrix

trix and Executors and Trustees of the said herein recited Will of the said Testator *Tully Higgins* deceased, relating to the Estate and Effects of the said Testator, and of the Application or Disposition thereof, and to give and execute or join in effectual Releases and Discharges or an effectual Release and Discharge to the said Executrix and Executors or Trustees, or to any or either of them, in relation to or on acccount of the said Estate and Effects, or any of them, or any Part or Parts thereof, and in relation to or on account of all Actings, Doings, Omissions, and Dealings of or by the said Executrix and Executors and Trustees, or any or either of them, in, about, or in any Manner concerning the same Estate and Effects, or any of them, or any Part thereof, and also to settle and adjust or join in settling and adjusting all Accounts of the said *Charlotte Staniforth* as the Administratrix of the said *Bulkeley Higgins* the Intestate, and of the Application or Distribution thereof, and to give and execute or join in effectual Releases and Discharges or an effectual Release and Discharge to the said Administratrix in relation to or on account of the said Estate and Effects, or any of them, or any Part or Parts thereof, and in relation to or on account of all Actings, Doings, Omissions, and Dealings of or by the said Administratrix in, about, or in any Manner concerning the same, and that if it shall appear upon the Accounts of the said Administratrix that there is any Sum or Sums of Money due and owing to the said *Louisa Higgins* in respect or on account of her Share of the said Intestate's Estate and Effects, such Sum or Sums of Money shall be added to the said Sum of Thirty-six thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, Part of the said Sum of Forty thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence in the like Annuities, hereby settled as aforesaid, or intended so to be, and shall be liable to all the Trusts, Purposes, Powers, Provisoes, Declarations, and Agreements respectively herein contained or expressed which relate to or concern the said Sum of Thirty-six thousand Pounds Three *per Centum* Consolidated Annuities; and each of them the said *Percy Barrington* and *Louisa Higgins* doth for himself and herself, and his and her own Heirs, Executors, and Administrators, covenant and agree with the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Executors, Administrators, and Assigns, that they the said *Percy Barrington* and *Louisa Higgins* respectively, and their respective Executors or Administrators, shall and will, upon every reasonable Request of the Trustees or Trustee for the Time being of these Presents, and at the Expence of the Trust Premises, do, perform, fulfil, and execute all such Acts, Deeds, Assignments, Matters, and Things whatsoever, for effectually assigning to or vesting in the same Trustees or Trustee or for further assuring to them or him the said Sum of Fourteen thousand two hundred and twenty-two Pounds Three Shillings and Three-pence Three Pounds Five Shillings *per Centum* Reduced Annuities, and the said Moiety in reversion of the said *Louisa Higgins*, respectively hereby assigned as aforesaid, or intended so to be, (but subject as herein-before is mentioned,) upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements therein-before contained or expressed of or concerning the same, as by the said Trustees or Trus-

Trustee, or their or his Counsel in the Law, shall be reasonably devised or advised and required; provided always, and it is hereby agreed and declared, that it shall be lawful for the Trustees or Trustee for the Time being of these Presents, at any Time or Times after the Solemnization of the said intended Marriage, with the Consent of the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them, and after the Decease of such Survivor then by and of the proper Authority and at the Discretion of such Trustees or Trustee, to call in, sell, transfer, or dispose of all or any Part or Parts of the Stocks, Funds, or Securities which for the Time being shall be vested in such Trustees or Trustee in possession, and not in reversion or remainder, upon any of the Trusts of these Presents, (including the said Moiety of the said *Louisa Higgins* in reversion hereby assigned as aforesaid, or intended so to be, in case the same shall become so vested in possession in the said Trustees or Trustee,) and to lay out and invest the Principal Monies to arise by such calling in, Sale, Transfer, or Disposition, in the Names or Name of such Trustees or Trustee for the Time being, in some or one of the Parliamentary Stocks or Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, to be from Time to Time in like Manner altered, varied, and transposed for or into new or other Stocks, Funds, or Securities of the same or the like Nature, when and as often as Occasion may require, or such Trustees or Trustee shall think proper; and it is hereby agreed and declared between and by the said Parties hereto, that the said Trustees or Trustee for the Time being shall stand possessed of and interested in all such new or other Stocks, Funds, or Securities as aforesaid, and the Interest, Dividends, and annual Produce thereof, upon and for such and the same Trusts, Intents, and Purposes, and under and subject to such and the same Powers, Provisoes, Declarations, and Agreements, as are in and by these Presents expressed, declared, and contained of and concerning the Trust Premises which shall be so called in, sold, transferred, or disposed of as aforesaid, and the Interest, Dividends, and annual Proceeds thereof, or as near thereto as the Deaths of Parties and other Circumstances will permit; provided also, and it is hereby agreed and declared between and by the said Parties hereto, that it shall be lawful for the Trustees or Trustee for the Time being of these Presents, at any Time or Times after the Solemnization of the said intended Marriage, at the Request in Writing of the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them, to call in, sell, transfer, or dispose of all or any Part or Parts of the Stocks, Funds, or Securities which for the Time being shall be vested in such Trustee or Trustees in possession, and not in reversion or remainder, upon any of the Trusts of these Presents, (including the said Moiety of the said *Louisa Higgins* in reversion, hereby assigned as aforesaid, or expressed and intended so to be, in case the same shall become so vested in possession in the said Trustees or Trustee,) and to lay out and invest the Monies to arise by such Sale, Transfer, or Disposition as aforesaid in the Purchase of any Messuages, Lands, Tenements, or Hereditaments, either as and for a Residence for the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them, or otherwise, situate or arising in *England* or *Wales*, being Freehold or Copyhold of Inheritance, or Leasehold for any Term or Terms of Years whereof not less than Eighty Years shall be unexpired, or, being

of all or any of such Tenures, to be conveyed, surrendered, assigned, and assured unto and to the Use of the said Trustees or Trustee for the Time being, and their or his Heirs, Executors, Administrators, and Assigns respectively, according to the respective Natures and Tenures thereof, upon trust nevertheless, with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them, or after the Decease of such Survivor then of the proper Authority and at the Discretion of such Trustees or Trustee for the Time being, to sell and dispose of the same Messuages, Lands, Tenements, and Hereditaments, either by public Auction or private Contract, and together or in Parcels, to any Person or Persons whomsoever, with full Power and Authority to buy in the Premises offered for Sale at any such Auction or Auctions, and to rescind any Contract or Contracts for the Sale of any such Premises, and afterwards to sell the same Premises in manner aforesaid, without being answerable for any Loss which may arise thereby, or to exchange the same Messuages, Lands, Tenements, or Hereditaments, or any Part or Parts thereof, for or in lieu of any other Messuages, Lands, Tenements, or Hereditaments situate or arising in *England* or *Wales*, and convey, surrender, assign, and assure the same respectively in such Manner as shall be thought necessary or expedient for effecting such Sale or Exchange, and that it shall be lawful for such Trustees or Trustee for the Time being to give or receive any Sum or Sums of Money by way of Equality of Exchange, which Messuages, Lands, Tenements, or Hereditaments (if any) so to be received in exchange as aforesaid shall be held by the said Trustees or Trustee for the Time being upon and subject to the like Trusts and Powers as those so authorized to be purchased as aforesaid; and it is hereby agreed and declared, that the said Trustees or Trustee for the Time being shall and do stand possessed of and interested in the Money to arise by such Sale or Sales, or to be received for Equality of Exchange, as aforesaid, (after Payment of the Costs, Charges, and Expences attending or occasioned by the same Sale or Sales, Exchange or Exchanges,) upon and for such and the same Trusts, Intents, and Purposes, and under and subject to such and the same Powers and Provisoes, as the Monies wherewith such Messuages, Lands, Tenements, or Hereditaments shall be purchased were and would have been subject and liable to in case such Purchase or Purchases had not been made, and that so long as the said Purchase or Purchases had not been made, and that so long as the said Trustees or Trustee for the Time being shall hold any Messuages, Lands, Tenements, or Hereditaments which shall be purchased or acquired under this present Power or Proviso, the annual Rents, Issues, and Profits thereof shall be applied in such and the same Manner as the Interest, Dividends, and annual Produce of the Monies so herein-before authorized to be laid out in such Purchase or Purchases as aforesaid would have been applicable if the same had not been so laid out, it being the Intention and Meaning of the Parties hereto that the Messuages, Lands, Tenements, or Hereditaments which shall be purchased or received in exchange under this present Power or Proviso shall for the Purposes of this Settlement be considered as Money and Personal Estate, and shall be subject in all respects to such and the same Trusts, Powers, and Provisoes as the Money laid out in such Purchase or Purchases as aforesaid would have

have been subject to if the same had not been so laid out, or as near thereto as may be; provided always, and it is hereby agreed and declared, that it shall and may be lawful to and for the said Trustees or Trustee for the Time being of any Messuages, Lands, Tenements, or Hereditaments which shall be purchased or received in exchange, in pursuance of these Presents, from Time to Time until the same shall be resold or given in Exchange, to demise or lease the same or any Part or Parts thereof for any Term or Terms not exceeding Twenty-one Years in possession, at the best Rent or Rents that can be reasonably obtained, and under and subject to such Terms, Stipulations, and Agreements as to such Trustees or Trustee shall seem meet, but so as every such Demise or Lease be made with the Consent of the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them, if living, to be testified by some Writing under their, his, or her Hands or Hand; provided also, and it is hereby further agreed and declared, that the Receipt or Receipts of the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or of the acting Trustee or Trustees for the Time being of these Presents, shall be a good and effectual Release and Discharge for all and singular the Monies which shall come to their or his Hands by virtue of or under these Presents, or the Trusts, Powers, or Authorities aforesaid, or for so much of such Monies respectively as in such Receipt or Receipts respectively shall be acknowledged to be received, and that the Person and Persons paying such Monies, and taking such Receipt or Receipts for the same, as aforesaid, shall not afterwards be obliged to see to the Application or be in anywise answerable or accountable for the Loss, Misapplication, or Non-application thereof or of any Part thereof; provided also, and it is hereby further agreed and declared, that in case the Trustees in and by these Presents nominated and appointed, or any or either of them, or any succeeding or other Trustees or Trustee of the said Trust Premises, to be nominated as herein-after mentioned, shall happen to die, or be desirous to be discharged of and from, or refuse, neglect, or become incapable or unfit to act in the Trusts or Powers herein-before declared or contained, or shall go to or reside beyond Seas before the same Trusts and Powers shall have been fully performed and satisfied, then and so often as the same shall happen it shall be lawful for the said *Percy Barrington* and *Louisa Higgins* during their joint Lives, and after the Decease of either of them for the Survivor of them during his or her Life, and after the Decease of such Survivor for the surviving or continuing or other Trustees or Trustee for the Time being of the said Trust Premises, or the Executors or Administrators of the last surviving or continuing Trustee, by any Deed or Writing, to be sealed and delivered by them, him, or her, as the Case may be, in the Presence of and attested by Two or more credible Witnesses, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, neglecting, or becoming incapable or unfit to act, or going to reside beyond Seas as aforesaid; and that when and so often as any such new Trustee or Trustees shall be appointed as aforesaid, all the Trust Estate and Premises for the Time being shall be thereupon conveyed, transferred, assigned,

and

and assured respectively in such Manner as that the same may be legally and effectually vested in the newly appointed Trustee or Trustees jointly with such of the former Trustees thereof as shall be living and continuing to act, or in case there shall be no such surviving or continuing Trustee thereof, then in such new Trustees only, upon and for the Trusts, Intents, and Purposes hereinbefore declared of and concerning the same, or such of them as shall be then subsisting undetermined and capable of taking effect, and that such new Trustee or Trustees shall and may in all things act in the Execution of the Trusts and Powers herein declared and contained as fully and effectully as if he or they had been originally hereby appointed, and as the Trustee or Trustees in or to whose Place or Stead he or they shall come or succeed could or might have done under or by virtue of these Presents; provided also, and it is hereby further agreed and declared, by and between the said Parties hereto, that the Trustees or Trustee for the Time being of these Presents shall be chargeable only respectively for so much Money as they or he shall respectively actually receive by virtue of or under these Presents, or the Trusts or Powers aforesaid, notwithstanding their or any of their joining in Receipts for conformity, and that any One or more of them shall not be answerable or accountable for the other or others of them, but each for his own Acts, Receipts, Neglects, and Defaults only, and that they or any or either of them shall not be answerable or accountable for any Banker, Broker, or other Person with whom or in whose Hands any Part of the Trust Monies shall be deposited or lodged for the Purpose of Investment or for safe Custody, nor for the Insufficiency or Deficiency of any Security or Securities in or upon which the Trust Monies or any Part thereof shall be placed out or invested, nor for the Defect of Title of or to any Messuages, Lands, Tenements, or Hereditaments which shall be purchased or received in exchange by any such Trustee or Trustees as aforesaid, nor for suffering any Part or Parts of the said Trust Premises to remain in their present State of Investment, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of any of the aforesaid Trusts or Powers, or in relation thereto, except the same shall happen by or through their or his own wilful Default or Neglect respectively, and also that the said Trustees or Trustee for the Time being shall and may, by and out of the Monies which shall come to their respective Hands by virtue of these Presents, or of the Trusts and Powers herein declared and contained, retain to and reimburse himself and themselves respectively, and also allow to his and their Co-trustee and Co-trustees, all Losses, Costs, Damages, and Expences which they shall respectively sustain, expend, or be put unto, or which shall be to them or any of them occasioned, in or about the Execution or by reason or in consequence of the Trusts hereby in them reposed: In witness whereof the said Parties to these Presents have hereunto set their Hands and Seals, the Day and Year first above written :" And whereas the Draft approved of by the said Court, and in the said lastly herein-before recited Order mentioned or referred to as the Exhibit A, (being the Draft of an Indenture of Settlement of the undivided Moiety of the said *Louisa Higgins* of the aforesaid Plantation or Estate called the

Blenheim Estate, in the Colony of *Demerara*,) is in the Words and Figures or to the Purport and Intent following; (that is to say,) "This Indenture, made the Day of in the Year of our Lord One thousand eight hundred and forty-five, between the Honourable *Percy Barrington*, who is now a Minor of the Age of Twenty Years and Two Months, or thereabouts, Second Son of the Right Honourable *William Keppel* Viscount *Barrington*, of the First Part, the said *William Keppel* Viscount *Barrington* of the Second Part, *Louisa Higgins* Spinster, a Minor of the Age of Twenty Years and Two Months and upwards, (the Daughter of *Tully Higgins*, late of *Bryanston Square* in the County of *Middlesex*, Esquire, deceased,) of the Third Part, Sir *Edmund Antrobus* of the *Strand* in the County of *Middlesex*, Baronet, the Guardian appointed by the Court of Chancery of the said *Louisa Higgins*, of the Fourth Part, and the Honourable *Adolphus Liddell*, the Son of the Right Honourable *Thomas Henry* Lord *Ravensworth*, and *Hugh Lindsay Antrobus* of the *Strand* in the County of *Middlesex*, Esquire, of the Fifth Part; whereas a Marriage hath been agreed on and is intended to be shortly solemnized between the said *Percy Barrington*, with the Consent of his Father the said *William Keppel* Viscount *Barrington*, and the said *Louisa Higgins*, with such Consent as is herein-after mentioned, and also with the Approbation of the Court of Chancery (the said *Louisa Higgins* being a Ward of the said Court), and the Consent of the said *William Keppel* Viscount *Barrington* to the said intended Marriage is testified by his being a Party to and executing these Presents; and whereas the said *Tully Higgins* (the late Father of the said *Louisa Higgins*) by his last Will and Testament, bearing Date the Seventeenth Day of *November* One thousand eight hundred and twenty-nine, after bequeathing the pecuniary and specific Legacies therein mentioned, and making Provision for *Charlotte Higgins*, then his Wife and afterwards his Widow, and now the Wife of *Charles Staniforth* of *Connaught Place*, *Hyde Park*, in the County of *Middlesex*, Esquire, the Mother of the said *Louisa Higgins*, which Provision he declared should be in addition to the Provision made for her by her Marriage Settlement, and should be accepted by her in lieu, bar, and satisfaction of all Dower, Claims, and Demands which she the said *Charlotte Higgins* had or could at any Time have upon or from or out of the said Testator's Estate called *Blenheim*, situate in the Island of *Le Guan* in the Colony of *Demerara* in the *West Indies*, and he directed that she should execute a Release of all such Dower, Claims and Demands, whenever she might be thereto required by his Executors, and after making such Provision as is therein mentioned for his Daughter the said *Louisa Higgins*, and any other Daughter or Daughters of him the said Testator who should be living at the Time of his Decease, or born in due Time afterwards, he declared that the Provision thereby made for his said Daughter and Daughters was intended to be and should be taken by her and them in lieu, bar, and satisfaction of all Claims and Demands which she and they respectively could have or claim upon or from or out of his said Estate called *Blenheim*, and that no such Daughter or Daughters taking any Provision under his said Will should have or be entitled to any Share, Part, or Interest in, to, or out of his said Estate, but should execute a Release of all such Claims and Demands

Exhibit A. mentioned in said Order, being a Settlement of the Blenheim Estate in Demerara.

whenever thereto required by his Executors, and the said Testator gave and devised all that his said Plantation or Estate called *Blenheim*, situate in the Island of *Le Guan* in the Colony of *Demerara* in the *West Indies*, together with the Messuages or Tenements and Buildings thereon, and the Slaves, Cattle, Stock, Plantation Implements and Utensils thereto belonging or appertaining, and all other the Hereditaments and Premises in the said Colony of *Demerara* which he might be possessed of or entitled to at the Time of his Decease, to his Son *Bulkeley Higgins*, and to any other his Son or Sons who might be living at his Decease or born in due Time afterwards, who should live to attain the Age of Twenty-five Years, to hold the same unto and to the Use of his said Son and Sons, his and their Heirs, Executors, Administrators, and Assigns for ever, if more than One, as Tenants in Common and not as Joint Tenants, and the said Testator appointed his said Wife *Charlotte Higgins* to be the Guardian of his said Children during their respective Minorities, and desired that she might have the sole and entire Management of their Education so long as she might remain his Widow, but if she should think proper to marry again then and in that Case her Guardianship should cease, and she should not have any Control over them, and the said Testator appointed his said Wife *Charlotte Higgins*, and the said Sir *Edmund Antrobus*, and also *Alexander Hall* of *Austin Friars* in the City of *London*, Esquire, Executrix and Executors of his said Will; and whereas the said Testator by a Codicil to his said Will, bearing Date the Nineteenth Day of *June* One thousand eight hundred and thirty-two, and duly executed and attested, reduced the Amount of the Provision by his said Will made for his said Wife, and also the Provision thereby made for his said Daughter *Louisa Higgins*, and other the Daughter or Daughters of him the said Testator who should be thereafter born, and in all other respects he confirmed his said Will, and by another Codicil to his said Will, dated the Fourteenth Day of *August* One thousand eight hundred and thirty-two, the said Testator bequeathed a small Annuity and certain small pecuniary Legacies, but did not otherwise revoke or alter his said Will or the said former Codicil; and whereas the said Testator died on or about the Tenth Day of *September* One thousand eight hundred and thirty-two, without having revoked or altered his said herein recited Will, further or otherwise than the same is herein-before mentioned to have been revoked or altered by the said herein recited Codicils, and without having in any Manner revoked or altered his said First Codicil, and the said Will, together with the said Two Codicils, was shortly after the Death of the said Testator duly proved by the said Executrix and Executors thereof in the Prerogative Court of the Archbishop of *Canterbury;* and whereas the said Testator left the said *Charlotte Higgins* his Wife, and his said Two Children *Bulkeley Higgins* and *Louisa Higgins*, him surviving, but there was no Child of the said Testator born to him after the Date of his said Will; and whereas the said therein-recited Will of the said Testator was not executed with the Formalities required by the Laws of *Demerara* (the Law of *North Holland* prevailing in that Colony) for passing Lands in the said Colony, and by the Law of the said Colony the said Testator's Plantation or Estate called the *Blenheim* Estate descended or devolved to or upon his Widow and his said Two Children in the

Proportions following, (that is to say,) a Moiety thereof to or upon his Widow in the respect of her Community in the Property or Goods of the said Testator in the said Colony, and the other Moiety thereof to or upon his said Children in equal Shares; and whereas the said Testator at the Time of his Death was, and his Widow and Two Children after his Death were respectively, domiciled in *England*; and whereas it is conceived that the said Testator's Widow and his Daughter the said *Louisa Higgins* were respectively bound by the Doctrine or Rule of Courts of Equity relating to Election, and that the said Testator's Widow, having actually elected to take the Benefit intended for her by the said Will, was bound to give effect, so far as related to the Right, Share, or Interest which upon the Death of her said Husband descended to or devolved upon her in the said Plantation or Estate called the *Blenheim* Estate, to the Devise in the said Will of the said Plantation or Estate to his Son the said *Bulkeley Higgins*, and that the said *Louisa Higgins* the Daughter, on attaining her Age of Twenty-one Years, if she should then elect to take the Benefits intended for her by the said Will, would, so far as regarded her Right, Share, and Interest to and in the said Plantation or Estate, be bound to give effect to the said Devise, and that the said *Bulkeley Higgins* would consequently be regarded in Courts of Equity as the sole Owner of the said Plantation or Estate so devised to him as aforesaid; and whereas the said *Bulkeley Higgins* died in or about the Month of *July* One thousand eight hundred and thirty-four, under the Age of Twenty-one Years, without having ever married, and intestate, leaving his Mother the said *Charlotte Higgins*, and his Sister the said *Louisa Higgins*, him surviving, and thereupon the said Plantation or Estate called the *Blenheim* Estate, or the Right or Interest of the said *Bulkeley Higgins* to or in the same, descended or devolved by the Law of the said Colony to or upon the said *Charlotte Higgins* and the said *Louisa Higgins*, as Coheirs or Co-inheritors of the said *Bulkeley Higgins*, in equal Shares or Moieties; and whereas on or about the Third Day of *May* One thousand eight hundred and thirty-eight the said *Louisa Higgins* by her next Friend exhibited her Bill of Complaint in the High Court of Chancery, which was duly amended, and when so amended was against the said *Charlotte Higgins* now *Charlotte Staniforth*, Sir *Edmund Antrobus*, and *Alexander Hall*, praying (amongst other things) that the Trusts contained in the said Will and Codicils of the said Testator might be performed and carried into execution by and under the Direction of the said Court, and that it might, if necessary, be declared that the said Defendant *Charlotte Higgins* had elected to abide by the said Will and Codicils, and to accept the Provisions made for her therein, and that she might, if it should be deemed necessary, be decreed to execute such Release or Conveyance of the said *Blenheim* Plantation or Estate, as the said Court might think right; and whereas the said Defendants appeared to the said Bill, and put their Answers thereto, but no further Proceedings have been taken in the said Suit (except as herein-after mentioned); and whereas the said *Charlotte Higgins* in or about the Month of *June* One thousand eight hundred and thirty-eight intermarried with the said *Charles Staniforth*; and whereas in or about the Month of *November* One thousand eight hundred and forty-

forty-one the said *Louisa Higgins* by her next Friend exhibited her supplemental Bill of Complaint in the said Court against the said *Charles Staniforth* and *Charlotte* his Wife, and certain other Persons therein named, praying such Relief as is prayed by the said original Bill of Complaint, but no further Proceedings have been had in the said Suit, except as herein-after mentioned; and whereas by an Order of the Vice Chancellor of *England*, made in the said Suits on the Petition of the said *Louisa Higgins* the Infant Plaintiff, bearing Date the Eighth Day of *April* One thousand eight hundred and forty-five, it was ordered that it should be referred to the Master of the said Court in rotation to inquire and state to the Court whether a Marriage, in pursuance of a Proprosal by the said *Percy Barrington*, in the said Petition mentioned to have been made to and accepted by the said *Louisa Higgins*, with the Consent of her said Mother, would be a fit and proper Marriage, and whether the Consent of the Trustees of the said herein in part recited Will had been obtained to the said Marriage, and in case the said Master should be of opinion that such proposed Marriage would be fit and proper, then the said Master was to inquire and state to the Court what was the Amount of the Fortune of the said Infant Plaintiff, and of what the same consisted, and it was further ordered that the said *Percy Barrington* should be at liberty to lay Proposals before the said Master for a Settlement on the said Infant Plaintiff and the Issue of such Marriage; and whereas *John Edmund Dowdeswell* Esquire, the Master in rotation to whom the Matter of the said Petition was referred, by his Report, bearing Date the Twenty-fourth Day of *May* One thousand eight hundred and forty-five, certified, that (amongst other things) the Plaintiff's Fortune consisted of divers large Sums in the Bank Annuities, respectively therein mentioned, in possession and in reversion, and of a Life Estate under the said herein in part recited Will of her said late Father in divers other Sums in Bank Annuities, respectively therein mentioned, of very large Amount, and also of the absolute Interest in reversion in a Moiety of the same Sums respectively in Bank Annuities contingently on the Event of there being no Child of the said *Louisa Higgins* the Infant Plaintiff who should attain a vested Interest in the said Bank Annuities respectively, and also of an undivided Moiety of the said Plantation or Estate of the said Testator called the *Blenheim* Estate in the said Colony of *Demerara*, devised by his said Will as aforesaid, and he further certified that he found that the Trustees of the said in part recited Will of the said *Tully Higgins* consented to the said proposed Marriage, and that he was of opinion that the said proposed Marriage was a fit and proper Marriage, and that Proposals had been carried in before him on the Part of the said *Percy Barrington* for a Settlement of the Fortune of the said Infant Plaintiff, except the said Moiety of the said Plantation or Estate, which was proposed to be excluded from the said Settlement, and to be left to the joint Appointment of the said *Percy Barrington* and the said *Louisa Higgins*, according to the *Dutch* Law which governs the said Colony, and the said Master certified that he approved the said Proposals, and the said Master also certified that he found that the said *Louisa Higgins* was an Infant of the Age of Twenty Years and One Month, or thereabouts, she having been born in or about the Month of

March

March One thousand eight hundred and twenty-five, and that the said *Percy Barrington* was also an Infant, and of the Age of Twenty Years and upwards, and it having been submitted to the said Master that the said Proposals could not be carried into effect, in consequence of the Minority of both the said Parties, without the Authority of Parliament, and therefore that Proceedings should forthwith be taken to obtain an Act of Parliament to enable the Parties to execute a Settlement according to the said Proposals, the said Master by his said Report submitted to the said Court whether it would be fit and proper that such Proceedings should be forthwith taken and proceeded with; and whereas by an Order of his Honour the Vice Chancellor of *England*, made in the said Suits on the Petition of the said *Percy Barrington*, on the Thirty-first Day of *May* last, (upon which Petition the said Infant Plaintiff duly appeared,) it was ordered that the said Master's said Report should be confirmed, but with the Variations in the said Order after mentioned, One of such Variations being that the said Moiety to which the Infant Plaintiff is entitled, as One of the Coheirs of her Brother *Bulkeley Higgins*, in the said Master's said Report mentioned, of the said Plantation or Estate in the Colony of *Demerara*, should be settled in the Manner therein-after mentioned, (that is to say,) to such Uses, upon such Trusts, and in such Manner as the Petitioner and the Infant Plaintiff, with the Consent and Approbation of the Trustees or Trustee for the Time being of the said Settlement, should by Deed jointly appoint, and in default of such Appointment upon trust for the Petitioner during her Life, and after her Decease for the said Infant Plaintiff for her Life, and after the Decease of the Survivor of them upon trust for all and every or any One or more of the Children or other Issue of the said intended Marriage as the said Petitioner and the said Infant Plaintiff should jointly by Deed appoint, and in default of such joint Appointment then as the Survivor of them should by Deed or Will appoint, and in default of Appointment upon trust for all such Children equally as Tenants in Common, and their Heirs, with cross Remainders or executory Limitations between such Children in case of the Death of any of them under the Age of Twenty-one Years without leaving lawful Issue living at their respective Deaths, and in default of such Children or Issue then in trust for the Infant Plaintiff and her Heirs absolutely, in case she should survive the said Petitioner, but in case she should die in his Lifetime then upon trust for such Persons as the Infant Plaintiff should by Will appoint, and in default of such Appointment in trust for such Person or Persons as would have been entitled thereto in case she had died unmarried and intestate, and such Settlement is to contain a Power for the Trustees to charge the said Moiety with any Sum or Sums of Money not exceeding Five thousand Pounds in the whole, which might be advanced for the Sustentation of the said Plantation or Estate out of the Trust Stocks and Funds, pursuant to the Power in the said Order after mentioned, and also a Power for the said Trustees, with the Consent and by the Direction of the said Infant Plaintiff and the Petitioner, or the Survivor of them, and after the Decease of the Survivor at the Discretion of the Trustees or Trustee, to sell the said Moiety, the Proceeds of such Sale to be laid out in the Purchase of Lands in

England or *Wales*, to be settled to the like Uses, and it was by the said Order directed that in the Settlement of the said Trust Stocks, Funds, and Securities Power should be given to the Trustees or Trustee thereof, with the Consent in Writing of the Petitioner and the said Infant Plaintiff, or the Survivor, and after the Decease of such Survivor then at the Discretion of such Trustees or Trustee, to advance and pay out of the said Trust Funds, upon the Security of the said Moiety of the said Plantation or Estate, any Sum or Sums of Money not exceeding in the whole Five thousand Pounds, for the aforesaid Purpose in the said Order before mentioned, and it appearing that certain Drafts therein mentioned had been prepared and settled by Counsel on behalf of the Infant Plaintiff and the Petitioner, in conformity with the Proposals contained in the said Master's Report, with such Variations as are therein-before mentioned to be made therein, and such Drafts being then produced to the Court, and marked respectively A, B, and C, the Exhibit A being the Draft of an Indenture of Settlement of the said Moiety of the said Plantation or Estate, purporting to be made between the said *Percy Barrington* of the First Part, the said Viscount *Barrington* of the Second Part, the said Infant Plaintiff *Louisa Higgins* of the Third Part, the said Sir *Edmund Antrobus* of the Fourth Part, and the said *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, the Exhibit B being an Appointment relating to a certain Trust Fund, Part of the Fortune of the said Infant Plaintiff, and the Exhibit C being the Draft of an Indenture of Settlement of the Stocks, Funds, Monies, and Personal Estate to which the said Infant Plaintiff was found by the said Report to be entitled, as therein mentioned, and purporting to be made between the said *Percy Barrington* of the First Part, the said Viscount *Barrington* of the Second Part, the Infant Plaintiff the said *Louisa Higgins* of the Third Part, the said Sir *Edmund Antrobus* of the Fourth Part, and the said *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, the said Court did approve of the said Drafts A, B, and C, as to the Draft B as a proper Deed of Appointment, and as to the said Drafts A and C as proper Settlements to be executed upon the Marriage of the said Petitioner and the said Infant Plaintiff, and it appearing to the Court that in consequence of the respective Minorities of the Petitioner and the Infant Plaintiff no valid or effectual Settlement could at present be made of the Estates and Funds without the Authority of Parliament, the said Court did Order that the Guardian of the said Infant Plaintiff, therein-after appointed, and the said *William Keppel* Viscount *Barrington*, the Father and Guardian of the Petitioner, or either of them, should be at liberty to apply to Parliament for Leave to bring in a Bill to enable the said Petitioner, the said *Percy Barrington*, and the said Infant Plaintiff, to execute Settlements, to be ingrossed from the said Drafts so approved of by the said Court, and referred to or mentioned in the said Order as Exhibits A and C, and to take such Steps as they or he might be advised for procuring such Bill to be passed into an Act in the present Session of Parliament, and in case an Act of Parliament should be obtained for the Purpose aforesaid, then that the Parties to the Settlements to be ingrossed from the said Drafts A and C should execute the same Settlements, and that after the Execution of such Settlements the Petitioner, the said *Percy Barrington*, and the said

Infant Plaintiff, were to be at liberty to intermarry, and the Court did appoint the Defendant Sir *Edmund Antrobus*, at the Request of the said Infant Plaintiff, to be the Guardian of the said Infant Plaintiff during her Minority, and to consent to such Marriage in the Events aforesaid; and whereas in pursuance of the lastly herein-before recited Order the said *William Keppel* Viscount *Barrington* on behalf of the said *Percy Barrington*, and the said Sir *Edmund Antrobus* on behalf of the said *Louisa Higgins*, obtained Leave to bring in a Bill for the Purpose aforesaid, and such Bill hath passed into an Act, and is entitled *An Act for enabling the Honourable* Percy Barrington, *Second Son of the Right Honourable* William Keppel *Viscount* Barrington, *a Minor, and* Louisa Higgins *Spinster, also a Minor, to execute Settlements of the Fortune of the said* Louisa Higgins *prior to and in contemplation of the Marriage between the said* Percy Barrington *and the said* Louisa Higgins, and by such Act it is enacted that the said *Percy Barrington* and the said *Louisa Higgins* respectively, notwithstanding their respective Minorities, should or might be at liberty, at any Time after the passing of the said Act, to execute Settlements, to be ingrossed from the said Drafts so approved by the said Court of Chancery, as in the said Act and herein-before mentioned, and in the said Order of the Thirty-first Day of *May* last herein-before recited or mentioned respectively referred to or mentioned as Exhibits (C) and (A) respectively, and that such Settlements respectively, when so executed by the said *Percy Barrington* and the said *Louisa Higgins* respectively, should be as valid and effectual as the same respectively would have been if the said *Percy Barrington* and *Louisa Higgins* respectively had prior to the Execution of such Settlements respectively attained the full Age of Twenty-one Years; and whereas in pursuance of the lastly herein-before recited Order these Presents have been ingrossed from the Draft in the said Order mentioned or referred to as the Exhibit A, such Draft so mentioned or referred to being in the said Order described as the Draft of an Indenture of Settlement of the said Moiety of the said Plantation or Estate, and as being made or as purporting to be made between the several Persons who are respectively Parties to these Presents, and being also One of the Drafts in the said Order mentioned to have been produced, and to have been approved of by the said Court as proper Settlements to be executed upon the Marriage of the said Petitioner and the said Infant Plaintiff; and whereas by an Indenture of even Date herewith, and made between the said *Percy Barrington* of the First Part, the said *William Keppel* Viscount *Barrington* of the Second Part, the said Infant Plaintiff *Louisa Higgins* of the Third Part, the said Sir *Edmund Antrobus* of the Fourth Part, and the said *Adolphus Liddell* and *Hugh Lindsay Antrobus* of the Fifth Part, (being the Indenture of Settlement which has been, in pursuance of the lastly herein-before recited Order ingrossed from the Draft in the said Order mentioned or referred to as the Exhibit (C), and which Draft so mentioned or referred to is in the said Order described as the Draft of an Indenture of Settlement of the Stocks, Funds, Monies, and Personal Estate to which the said Infant Plaintiff was found by the said Report to be entitled, as therein mentioned, and as being made between the Persons who are herein-before mentioned to be Parties hereto,) the Stocks, Funds, Monies, and Personal Estate to

which

which the said Infant Plaintiff was so entitled have been respectively settled in conformity with the said Report and the said Order lastly herein-before recited, and by virtue of the lastly-mentioned Act of Parliament, and in the said Settlement is contained a Power for the Trustees or Trustee thereof for the Time being, by the Direction or with the Consent of the said *Percy Barrington* and the said *Louisa Higgins*, or of the Survivor of them, or after the Decease of such Survivor at the Discretion of the same Trustees or Trustee, to advance and pay out of the said Trust Funds, upon the Security of the said Moiety of the said Plantation or Estate, any Sum or Sums of Money not exceeding in the whole Five thousand Pounds, for the Purpose of providing the necessary Capital or Funds for working or carrying on the said Plantation or Estate, rebuilding and repairing the Buildings and Works thereon, and purchasing and renewing all necessary Implements and Utensils, with Horses and other Cattle required for working and carrying on the same; now this Indenture witnesseth, that in pursuance of the recited Proposals and of the lastly herein-before recited Order, and by virtue or in pursuance of the lastly-mentioned Act of Parliament, and in consideration of the said intended Marriage between the said *Percy Barrington* and the said *Louisa Higgins*, she the said *Louisa Higgins* (with the Privity and Approbation of the said *Percy Barrington* her intended Husband) doth by these Presents grant, bargain, sell, alien release, assign, and convey, and the said *Percy Barrington* doth by these Presents assure and confirm, unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Heirs, Executors, Administrators, and Assigns, all that the undivided Moiety or equal Half Part or Share, or other the Part or Share, of the said *Louisa Higgins*, of and in the said Plantation or Estate formerly of the said Testator *Tully Higgins*, called *Blenheim*, situate in the said Island of *Le Guan* in the Colony of *Demerara* in the *West Indies*, and of and in the Messuages or Tenements and Buildings thereon, and also of and in the Cattle, Stock, Plantation, Implements, and Utensils thereto belonging or appertaining, and of and in all other the Hereditaments and Premises of the said Testator at the Time of his Death in the said Colony of *Demerara*, and all the Estate, Right, Title, Inheritance, Use, Trust, Possession, Property, Claim, and Demand whatsoever of the said *Louisa Higgins* into or out of the said Moiety, Hereditaments, and Premises hereby conveyed as aforesaid, or intended so to be, to have and to hold the said Moiety, Hereditaments, and Premises hereby conveyed as aforesaid, or intended so to be, and every Part thereof, with the Appurtenances, unto the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Heirs, Executors, Administrators, and Assigns, according to the Nature or Quality or respective Natures or Qualities of the same Premises, nevertheless to the Use of or in trust for the said *Louisa Higgins*, her Heirs, Executors, or Administrators, until the Solemnization of the said intended Marriage, and from and after the Solemnization thereof to or for the Uses or Trusts, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements herein-after contained or expressed of or concerning the same, that is to say, to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and in such Manner in all respects as the said *Percy Barrington* and *Louisa Higgins* at any Time

Time or Times during their joint natural Lives, but with the Consent and Approbation of the Trustees or Trustee for the Time being acting in the Execution of the Trusts of these Presents, such Consent and Approbation to be testified by some Writing signed by such Trustees or Trustee, by any Deed or Deeds, Instrument or Instruments, to be sealed and delivered by them both in the Presence of and to be attested by Two or more credible Witnesses, shall jointly appoint, and in default of such Appointment to the Use of or in trust for the said *Percy Barrington* or his Assigns for and during his natural Life, and from and after the Death of the said *Percy Barrington* to the Use of or in trust for the said *Louisa Higgins* or her Assigns for and during her natural Life, and from and after the Decease of the Survivor of them the said *Percy Barrington* and *Louisa Higgins*, to the Use of all, any, or either exclusively of the other or others of their Children, Child, or other Issue of the said intended Marriage born in the Lifetime of them the said *Percy Barrington* and *Louisa Higgins*, or the Survivor of them, for such Estate or Estates, Interest or Interests, and charged, or without being charged, with the Payment of any Sum of Money, either annual or in gross, in favour of any One or more of them, and in such Manner in all respects as the said *Percy Barrington* and *Louisa Higgins* at any Time during their joint natural Lives, by any Deed or Deeds, Instrument or Instruments in Writing, to be by them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, shall jointly appoint, and in default of such joint Appointment then as the Survivor of them, by any Deed or Writing, to be sealed and delivered by him or her in the Presence of and to be attested by the like Number of Witnesses, or by his or her last Will and Testament, shall solely appoint, and in default of any such Appointment as aforesaid to the Use of or in trust for all the Children, if more than One, of the said intended Marriage, in equal Shares, as Tenants in Common, and to or for their respective Heirs, Executors, or Administrators for ever, and in case of the Death of any or either of the said Children under the Age of Twenty-one Years, and without leaving Issue at their respective or his or her Deaths or Death, then as to the Share or Shares, as well original as accrued or accruing by virtue of or under this present cross executory Limitation, to the Use of or in trust for the others or other of the said Children, if more than One, in equal Shares, as Tenants in Common, or if but One, then the whole to such One Child, and their respective or his or her Heirs, Executors, or Administrators for ever, and if there shall be originally but One Child of the said intended Marriage, then as to the whole of the said Moiety or Half Part and Premises, to the Use of or in trust for such only Child, and his or her Heirs, Executors, or Administrators for ever, but if all the Children of the said intended Marriage, if more than One, should die under the Age of Twenty-one Years, and without leaving Issue living at the Time of their respective Deaths, or if there should be originally but One such Child, and such Child should die under the Age of Twenty-one Years, and without leaving Issue living at the Time of his or her Death, then the said Moiety, Hereditaments, and Premises hereby conveyed as aforesaid, or intended so to be, shall be to the Use of or in trust for the said *Louisa Higgins*, her

Heirs, Executors, or Administrators, if she should survive the said *Percy Barrington* her intended Husband, but if she should die in his Lifetime then to the Use of or in trust for such Person or Persons and for such Estate or Estates as she the said *Louisa Higgins* shall, at any Time after the Solemnization of the said intended Marriage, by her last Will or any other testamentary Instrument, duly executed, direct or appoint, and in default of such Direction or Appointment to the Use of or in trust for such Person or Persons as would have been entitled to the said Premises by Law in case the said *Louisa Higgins* had died unmarried and intestate, the Person or Persons, if more than One, who shall become entitled under this present Limitation to take and enjoy the same in such Manner as he, she, or they may be by Law entitled to take and enjoy the said Moiety or Hereditaments and Premises; provided always, and it is hereby agreed and declared, that in case any Sum or Sums of Money shall or may be advanced or applied by the Trustees or Trustee for the Time being of the said Settlement of even Date herewith, out of the Trust Funds comprised in the same Settlement, for providing the necessary Capital or Funds required for working or carrying on the aforesaid Plantation or Estate, or towards or in aid of the said Capital or Funds, by virtue of or under a Power for that Purpose contained in the said Settlement, the Trustees or Trustee so advancing or applying the same shall be considered as having a Charge on the said Moiety or Hereditaments and Premises to the Extent of the Sum or Sums of Money so advanced or applied, and it shall be lawful for the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, who are or is to be considered Trustees or a Trustee of these Presents, or any Person or Persons who shall be appointed to succeed the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, or either of them, or to their or his Office, either immediately or mediately, by virtue of or under the Power to appoint new Trustees herein-after contained, to execute, do, and perform all such Deeds, Acts, Matters or Things as shall or may be requisite for giving legal Effect to such Charge, and for securing and raising the Sum or Sums of Money so to be charged, whether the same shall be by Sale or Mortgage or any other Disposition whatsoever; provided always, and it is hereby further agreed and declared between and by the Parties hereto, that it shall be lawful for the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or any Person or Persons who shall be appointed to succeed them by virtue of or under the Power to appoint new Trustees herein-after contained, at any Time after the Solemnization of the said intended Marriage, by the Direction or with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins* during their joint Lives, or of the Survivor of them, and after the Decease of such Survivor then at the Discretion of the Donees or Donee for the Time being of this present Power or Authority, in case there shall be any Children or Child of the said intended Marriage then living, and under the Age of Twenty-one Years, absolutely to sell and dispose of the said Moiety, Hereditaments, and Premises hereby conveyed as aforesaid, or intended so to be, either in conjunction with the other undivided Share or Shares

of the said Plantation or Estate, or separately, to such Person or Persons and in such Manner as the Donees or Donee for the Time being of this present Power or Authority shall think fit, and for such Consideration as to them or him shall seem reasonable, with full Power or Authority for them or him, if they or he shall think it expedient so to do, (but with the Consent of the said *Percy Barrington* and *Louisa Higgins* during their Lives, or of the Survivor of them during his or her Life,) to allow the Consideration Money for the Purchase of the said Premises, or any Part thereof, to remain unpaid, upon any Security, either Real or Personal, they or he the said Donees or Donee shall think fit to accept for the same, and that for the Purpose of effecting such Sale or Disposition as aforesaid it shall be lawful for the Donees or Donee for the Time being of this present Power or Authority to revoke and make void the Uses, Trusts, or Limitations respectively aforesaid, and to create and make such new or other Uses and Trusts or Limitations of or with regard to the said Moiety or Hereditaments and Premises to be so sold, and to execute such Conveyances or Assurances thereof as will effectually convey or assure the same unto the Purchaser or Purchasers thereof, his or her Heirs, Executors, and Administrators, or unto such other Person or Persons and in such Manner as he or they shall direct; and it is hereby agreed and declared, that the Receipt or Receipts of the Donees or Donee for the Time being of the said Power or Authority of or for the Sale of the said Moiety or Hereditaments and Premises, for the Monies to be produced by the said Sale, and for all other Monies coming to their or his Hands by virtue of or under these Presents, shall be an effectual Discharge for the same, and that any Purchaser or Purchasers, or other Person or Persons, paying such Purchase Money or Purchase Monies or other Monies to the said Donees or Donee, and taking any such Receipt as aforesaid, shall not be bound to see to the Application thereof, nor be responsible for any Misapplication thereof; and it is hereby further agreed and declared, that the Donees or Donee for the Time being of the said Power or Authority of or for the Sale of the said Moiety or Hereditaments and Premises, their or his Executors or Administrators, shall and may, by and out of such Monies, in the first place discharge the Expences of the said Sale and all other Expences in relation thereto, and in the next place repay unto the Trustees or Trustee for the Time being of the said Settlement of even Date herewith such Monies, if any, as they or he shall or may have advanced or applied for the Purpose of working or carrying on the said Plantation or Estate, by virtue of or under the Power or Authority for that Purpose herein-before mentioned, and shall lay out and invest the Surplus of the said Monies (but with the Consent in Writing of the said *Percy Barrington* and *Louisa Higgins* during their joint Lives, or of the Survivor of them,) in the Purchase of Lands or Hereditaments in *England* or *Wales*, of which any Part not exceeding One Fourth may be Copyhold of Inheritance or Leasehold held for not less than Sixty Years, which Lands or Hereditaments so to be purchased shall, so far as the Rules of Law and Equity will permit, be conveyed or settled to or for the Uses or Trusts, and with, under, and subject to the Powers, Provisoes, and Declarations herein-before declared or contained with respect to the said Moiety or

Hereditaments

Hereditaments and Premises hereby conveyed and settled as afore said, and that in the meantime until the said Monies shall be so laid out the same shall be invested by the Trustees or Trustee for the Time being of these Presents, in their or his Names or Name, in or upon some or one of the Parliamentary Stocks or Funds of *Great Britain*, or at Interest upon Government or Real Securities; and it is hereby agreed and declared, that the said Trustees or Trustee shall have full Power or Authority to alter, vary, or transpose the said Stocks, Funds, or Securities, and that the Dividends, Interest, or annual Proceeds thereof shall be paid to such Person or Persons as would be entitled to the Rents, Issues, and Profits of the Hereditaments to be purchased with the said lastly-mentioned Monies if the said Monies had been actually laid out in the Purchase of Lands or Hereditaments by virtue of or under the Declaration or Direction aforesaid in that Behalf; and each of them the said *Percy Barrington* and *Louisa Higgins*, for himself and herself, and his and her Heirs, Executors, and Administrators, doth hereby covenant and agree with the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, their Heirs, Executors, Administrators, and Assigns, that they the said *Percy Barrington* and *Louisa Higgins* respectively, or their respective Heirs, Executors, or Administrators, shall and will, upon every reasonable Request of the Trustees or Trustee for the Time being of these Presents, at their or his Expence, execute, do, and perform all such further or other Deeds, Conveyances, Acts, Matters, and Things as shall or may be deemed requisite for effectually conveying and assuring the said Moiety and Hereditaments or Premises expressed to be hereby conveyed or assured as aforesaid, in the Manner, to and for the Uses or Trusts, and with, under, and subject to the Powers, Provisoes, and Declarations respectively aforesaid; provided also, and it is hereby further agreed and declared, that in case the said *Adolphus Liddell* and *Hugh Lindsay Antrobus*, who are to be considered as Trustees within the Meaning of this present Power or Authority, or either of them, or any succeeding or other Trustees or Trustee to be nominated as herein-after mentioned, shall happen to die, or be desirous to be discharged of and from, or refuse, neglect, or become incapable or unfit to act in the Powers or Authorities and Trusts herein-before declared or contained, or shall go to reside beyond Seas before the same Powers or Authorities and Trusts respectively shall have been fully performed and satisfied, then, and so often as the same shall happen, it shall be lawful for the said *Percy Barrington* and *Louisa Higgins* during their joint Lives, and after the Decease of either of them for the Survivor of them during his or her Life, and after the Decease of such Survivor for the surviving or continuing or other Trustees or Trustee for the Time being of these Presents, or the Executors or Administrators of the last surviving or continuing Trustee, by any Deed or Writing, to be sealed and delivered by them, him, or her, as the Case may be, in the Presence of and attested by Two or more credible Witnesses, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, neglecting, or becoming incapable or unfit to act, or going to reside beyond Seas as aforesaid, and that when and so often as any such new Trustee or Trustees shall

shall be appointed as aforesaid he or they shall or may have and exercise all the Powers or Authorities hereby given to the Trustee or Trustees in or to whose Place or Places he or they shall or may be appointed or succeed, and all the Trust Estate and Premises, if any, for the Time being vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing or becoming unfit to act, or going to reside beyond Seas as aforesaid, shall be thereupon conveyed, transferred, assigned, and assured respectively in such Manner as that the same may be legally and effectually vested in the newly appointed Trustee or Trustees jointly with such of the former Trustees thereof as shall be living and continuing to act, or in case there shall be no such surviving or continuing Trustee thereof, then in such new Trustees only, upon and for the Trusts, Intents, and Purposes herein-before declared of and concerning the same, or such of them as shall be then subsisting undetermined and capable of taking effect; provided also, and it is hereby further agreed and declared by and between the said Parties hereto, that the Trustees or Trustee for the Time being of these Presents shall be chargeable only respectively for so much Money as they or he shall respectively actually receive by virtue of or under these Presents, or the Trusts or Powers aforesaid, notwithstanding their or any of their joining in Receipts for conformity, and that any One or more of them shall not be answerable or accountable for the other or others of them, but each for his own Acts, Receipts, Neglects, and Defaults only, and that they, or any or either of them, shall not be answerable or accountable for any Banker, Broker, or other Person with whom or in whose Hands any Part of the Trust Monies shall be deposited or lodged for the Purpose of Investment or for safe Custody, nor for the Insufficiency or Deficiency of any Security or Securities in or upon which the Trust Monies or any Part thereof shall be placed out or invested, nor for the Defect of Title of or to any Messuages, Lands, Tenements, or Hereditaments which shall be purchased or received in exchange by any such Trustees or Trustee as aforesaid, nor for suffering any Part or Parts of the said Trust Premises to remain in their present State of Investment, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of any of the aforesaid Trusts or Powers, or in relation thereto, except the same shall happen by or through their or his own wilful Default or Neglect respectively; and also that the said Trustees or Trustee shall and may, by and out of the Monies which shall come to their Hands by virtue of these Presents, or of the Trusts and Powers herein declared and contained, retain to and reimburse himself and themselves respectively, and also allow to his and their Co-trustee and Co-trustees, all Losses, Costs, Damages, and Expences which they or he shall respectively sustain, expend, or be put unto, or which shall be to them or any of them occasioned in or about the Execution or by reason or in consequence of the Trusts hereby in them reposed: In witness whereof the said Parties to these Presents have hereunto set their Hands and Seals, the Day and Year first above written:". And whereas it is reasonable and proper, and will be for the Benefit of the said *Louisa Higgins* and the said *Percy Barrington*, and the Issue of the said intended Marriage, that the Property or Fortune of the said *Louisa Higgins* should be, prior to such Marriage, effectually settled in the Manner in which the same Property or Fortune is expressed or intended to be

be settled in the said Two Drafts which have been respectively so by the said Court of Chancery approved of as proper Settlements of the Fortune or Property of the said *Louisa Higgins*, and are respectively in the recited Order of the Thirty-first Day of *May* last referred to or mentioned as Exhibits C and A respectively; but by reason of the Minority of the said *Percy Barrington* and the said *Louisa Higgins* respectively, and their respective consequent Incapacity by Law to enter into any binding Contract for the Settlement of the Property or Fortune of the said *Louisa Higgins*; the said Parties respectively are unable to make an effectual and valid Settlement of the said Fortune and Property, notwithstanding the said intended Marriage between the said *Louisa Higgins* and the said *Percy Barrington* has been approved of by the said Court of Chancery, and notwithstanding the Approval by the said Court of the said Drafts in the said last-mentioned Order referred to or mentioned as Exhibits C and A, as proper Settlements, and valid and effectual Settlements of the Fortune and Property of the said *Louisa Higgins* cannot be made without the Authority of Parliament: Wherefore the said *William Keppel* Viscount *Barrington*, the Father and Guardian of the said *Percy Barrington*, for or on behalf of the said *Percy Barrington*, and the said Sir *Edmund Antrobus*, as the Guardian of the said *Louisa Higgins* appointed by the said Court of Chancery for or on behalf of the said *Louisa Higgins*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said *Percy Barrington* and the said *Louisa Higgins* respectively, notwithstanding their respective Minorities, shall have full Power, at any Time after the passing of this Act, to execute Settlements to be ingrossed from the said Drafts so approved by the said Court of Chancery as herein-before mentioned, and in the said Order of the Thirty-first Day of *May* last herein-before recited or mentioned respectively referred to and mentioned as Exhibits C and A respectively, and that such Settlements respectively, when so executed by the said *Percy Barrington* and the said *Louisa Higgins* respectively, and all Assignments and Conveyances or Assurances respectively therein expressed to be made, and all Declarations, Directions, Trusts, Powers, Provisoes, Covenants, Clauses, Agreements, Matters, and Things therein respectively contained or expressed, shall be as valid and effectual as the same respectively would have been if the said *Percy Barrington* and *Louisa Higgins* respectively had prior to the Execution of such Settlements respectively attained the full Age of Twenty-one Years.

Power to Percy Barrington and Louisa Higgins to make and execute Settlements, notwithstanding their Minority.

II. And be it enacted, That the respective Deeds of Settlement to be engrossed from the said Drafts in the said Order of the Thirty-first Day of *May* One thousand eight hundred and forty-five mentioned as Exhibits C and A respectively shall, at any Time before or after the Execution thereof, be referred, upon Petition or Motion by or on behalf of the said *Percy Barrington* in a summary Way, to One of the Masters of the High Court of Chancery, who shall forthwith examine and compare the same with the said Drafts, and such Master shall by Writing under his Hand, to be written or endorsed

Engrossments of Deeds to be certified by a Master in Chancery.

upon each of the Settlements so engrossed and examined, certify that the same are correctly engrossed from the said Drafts respectively; and such Certificates so signed by such Master shall be for ever thereafter deemed and considered as good and sufficient Evidence in all Courts of Law or Equity, and for all other Purposes whatsoever, that the Settlements so engrossed and certified are the Settlements engrossed from the said Drafts as approved by the said Court of Chancery, and in the said Order of the Thirty-first Day of *May* last referred to and mentioned as the Exhibits C and A respectively, and which the said *Percy Barrington* and *Louisa Higgins* are under the Provisions of this Act authorized and empowered to execute.

Expences of Act, &c.

III. And be it enacted, That all the Costs, Charges, and Expences of preparing the Three Drafts referred to or mentioned in the herein-before recited Order of the Thirty-first Day of *May* last, of the Approval thereof by the said Court of Chancery, of engrossing the Deeds of Settlement and Appointment from the same Drafts respectively, and of perfecting and executing such Settlement and Appointment respectively, and also of applying for, soliciting, obtaining, and passing this present Act, and of all Steps and Proceedings preparatory thereto or connected therewith, and all incidental Costs, Charges, and Expences whatsoever, shall be paid by means or out of the Produce of a sufficient Part of the said Sum of Four thousand seven hundred and thirty-five Pounds Eight Shillings and Seven-pence Three *per Centum* Consolidated Annuities, in the said Draft Settlement so as aforesaid referred to or mentioned as Exhibit C, declared or expressed to be after the Solemnization of the said intended Marriage upon trust for the said *Percy Barrington*, his Executors or Administrators, as aforesaid.

General Saving.

IV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic, and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Percy Barrington*, and his Executors or Administrators, and the said *Louisa Higgins*, her Heirs, Executors, and Administrators,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, or to the Fortune or Property of the said *Louisa Higgins* respectively, expressed or intended to be settled in or by virtue of the said Two several Indentures respectively herein-before recited or mentioned, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

Act as printed by Queen's Printers to be Evidence.

V. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1845.