

self, the said Dr. James H. McCulloh and Mrs. Eliza McCulloh, his then wife, during their joint lives, and for the survivor of them during his or her life, and afterwards, in trust for all the children of the said James H. McCulloh by the said Eliza, and for the use of the heirs and assigns of such children forever, in fee simple, with a clause in the deed making a provision out of the said property for Mrs. Margaret McCulloh, mother of the said Dr. James H. McCulloh, during her natural life, in an event which has not happened and cannot happen; that since the making of the said settlement the said Mrs. Eliza McCulloh, James H. Culloh, the elder, and Mrs. Margaret McCulloh, have all departed this life, and all the children of the said James H. McCulloh, by the said Eliza McCulloh, except an infant of tender years named John K. McCulloh, have also departed this life without leaving issue, that the said James H. McCulloh was the only son and heir at law of his said late father, James H. McCulloh, the elder, the original trustee in the said deed of settlement, by means of all which the said Dr. James H. McCulloh says that he is seized in fee simple of the legal estate in the said house and lot, in trust as to the equitable estate for himself, during his natural life, with remainder to his son, the said John K. McCulloh, in fee simple, so that no person has any vested interest therein except himself, the said Dr. James H. McCulloh, and his said son, John K. McCulloh, and that he, the said petitioner, is also heir at law to his said son, but that he is advised that in the event of his said son surviving him, the said petitioner, and dying under the age of twenty-one years without lawful issue, the said house and lot would descend to, and be divided among so many persons, as to be of little or no use to any of them, none of which persons, moreover, were at all objects of the bounty, or within the view of any of the parties to the original settlement, wherefore he is desirous of having the power to dispose of the property which is in fact his own, having been purchased and paid for by him, in the event of his said son dying without issue, under the age of twenty-one years; and also that he is desirous for certain family reasons of having the power of selling the said property and changing the investment without interfering in other respects with the