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John Knox then and on that event and contingency, In Trust for the use of the said Charlotte P. Simons so surviving her Executors and Administrators for ever and shall immediately convey a pure and assign the same unto her accordingly, acquitted and discharged of any further trust limitation or appointment whatsoever, and in case the said Charlotte P. Simons should depart this life in the life time of the said John Knox without leaving issue at the time of her death, then In Trust for the use of the said John Knox, so surviving his Executors and Administrators for ever and shall immediately convey a pure and assign the same to him so surviving, acquitted and discharged of any further trust limitation or appointment whatsoever. But in case the said Charlotte P. Simons shall depart this life in the life time of the said John Knox leaving issue at the time of her death, then and on that event and contingency, In Trust for the use of the said John Knox for and during the term of his natural life and from and immediately after the death of the said John Knox - In Trust for the use benefit and behoof of all and singular the Children of the said intended marriage and the lawful issue of any such Children as may happen to be dead equally and impartially to be divided between & among them, their Executors and Administrators for ever, as tenants in common, but the issue of any such deceased Child to take on the said division only a Child's part in right of the Child such issue represents and shall convey and assign the same to him, her or them accordingly, and it is hereby declared to be the true intent and meaning of the said parties and of these presents, that during the existence of the trust and confidence hereby reposed in the said Francis Green his Executors and Administrators, the said Slaves and their present and future issue and increase and the said sum of Money are in no wise to be liable to be taken for any debt that may be contracted by or which may be now due and owing by, or for any claim or demand that shall or may be brought against the said John Knox, In witness whereof the said parties to these presents have hereunto interchangeably set their hands and ^{seals} the same day and year first above written Sealed & Delivered in the presence of Charlotte P. Simons (W)

The words "hundred and eight" being first interlined between the first and second lines from the top Francis

John Knox (W)

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402. Mr. Baxter, Saml R. Mougson, South Carolina George Town -
District, F. M. Baxter personally appeared before me and made
oath that he saw the within named John Knox sign seal and
the within named Charlotte Palmers deliver the within writ-
ten Instrument for the uses and purposes therein expressed
and that he and Saml R. Mougson subscribed their names
as witnesses to the same, Francis M. Baxter, Sworn
to before this 24th day of June Anno Domini 1808 Thomas
Carr J. P. Recorded 30th June 1808

South Carolina, This Indenture Tripartite made the
twenty fourth day of July in the year of Our Lord One thousand
eight hundred and Eighth and in the thirty third year
of American Independence Between Eliza Gordon of Charleston
in the State of South Carolina aforesaid Spinster and one
of the Daughters of James Gordon late of Charleston
aforesaid Merchant deceased of the first part George
Kimball of Charleston aforesaid Merchant of the
second part and Martha Gordon the Widow & Adminis-
tratrix of the Estate and Heirs of the said James Gordon
deceased of the third part Whereas a Marriage by
Gods permission is intended shortly to be had and solemn-
ized by and between the said Eliza Gordon and the
said George Kimball and whereas the said Eliza Gordon
at the time of the execution of these presents is lawfully
entitled to a part share & proportion of the real and
personal Estate of her father the said James Gordon
deceased which Estate hath not been divided so that
it is at present impossible to ascertain the amount or
the specific property to which the said Eliza Gordon is
so entitled And whereas upon the twenty and previous
to the intended Marriage aforesaid it hath been and is
agreed by and between the said Eliza Gordon & George
Kimball that the said undivided part share or
proportion of the Estate of the said James Gordon deceased
to which the said Eliza Gordon is entitled shall so by
her granted released and assigned to and vested in
her the said Martha Gordon her heirs Executors Adminis-
trators and assigns upon the special trust & Confidence and
to and for the several uses intents and purposes herein
after mentioned limited expressed and declared

and concerning the same Now this Indenture Witnesseth
 and know all Men by these presents that in pursuance of
 the said agreement and in consideration of the said intended
 Marriage and also for Six Dollars to the said Eliza Gordon
 in hand paid the receipt whereof is hereby acknowledged
 and for divers other good Cause and Considerations hereunto
 specially moving she the said Eliza Gordon by and with the
 privacy and consent of the said George Kimball her intended
 husband testified by his being a party to and signing sealing
 and executing these presents hath granted bargained sold
 aliened ^{conveyed} ~~released~~ conveyed and confirmed and by these
 presents doth grant bargain sell alien convey release
 convey and confirm unto the said Martha Gordon and to
 her heirs Executors and assigns all the undivided parts
 shares and proportions of the real and personal Estate of
 the said James Gordon deceased to which the said Eliza Gordon
 may in any Manner way or means be entitled unto to
 have and to hold the said real and personal Estate to
 which the said Eliza Gordon may be entitled unto of the
 Estate of the said James Gordon deceased together with the
 present and future Issue and Increase of the Female
 Slaves unto her the said Martha Gordon her heirs Executors
 assigns and assigns for ever, upon the special Trust and
 Confidence Nevertheless and to and for the several uses
 and trusts herein and hereby intended to be made limi-
 ted and declared of and concerning the said Uses as
 for and concerning the said several uses and trusts therein
 and hereby intended to be made limited expressed and
 declared of and concerning the same each and every of
 the parties to this Indenture hath agreed that the same
 shall be limited settled and assured in Manner
 following that is to say In Trust and to and for the
 said Eliza Gordon her Executors and assigns until the
 solemnization of the said intended Marriage and from &
 after the solemnization thereof Then in Trust and Confidence
 that she the said Martha Gordon her heirs Executors and
 assigns shall and do from time to time and during the
 joint lives of the said George Kimball and Eliza Gordon
 pay and dispose of the Clear yearly Interest rents
 profit income and produce of the said Land tenemen-

404 and their real Estate and also the Negro Slaves and other
personal Estate appraised of the said shall from time to
time arise and be received unto such person and persons
and to and for such use and purpose and in such parts
and proportions as she the said Eliza Gordon shall from
time to time notwithstanding her Coverture by any note
or writing under her hand direct and appoint to the
intent that the said may not be subject or liable
to the Contract Debt or engagements of the said George
Kimball her intended husband but only at her own and
separate disposal and in default of and until such
directions and appointments to the proper hands of her
the said Eliza Gordon or otherwise do and shall permit
and suffer her to receive and take the said to and
for her own sole and separate use and disposal when
received out of her hand without the said George
Kimball her intended husband shall from time to
time notwithstanding her Coverture be sufficient
recharges to the person or persons who shall so pay
the same or be answerable thereof or such receipts
shall be given in and from and immediately after
the death of either of them the said George Kimball and
Eliza his Wife then in trust and Confidence that said the
said Martha Gordon her heirs Executors and Admonors do and
shall well and truly permit and suffer the survivors
to have the said George Kimball and Eliza his Wife as
the Case may be to have occupy possess and enjoy all &
singular the said real and personal Estate and the
Husband and Inventory of the Female. To Hold
the same unto such survivors his or her heirs Executors Admonors
and Assigns fully and absolutely for ever acquitted
and discharged of and from all further Trust Confidence
Simulation or appointments in any wise howsoever And
it is hereby declared and agreed by and between
the said parties to these presents that in Case the said
Eliza Gordon shall be mundeck or Witting at any time
a time during her Coverture to sell and dispose
of all or any part of the said real and personal
Estate or other the premises and to convert the same
into money in such Case it shall and may be

405 Lawful to and do for the said Martha Gordon her heirs, Executors and Admors or Assigns at the special Instance and requests of the said Eliz^d Gordon by any writing under her hand and seal and duly executed in the presence of two Witnesses Notwithstanding her Covenant and whether she be sole or Married to sell and dispose of all or any parts of the said Estate real and personal and within the premises to such person and persons and for such price or prices as she shall think fit and convenient and to make and execute good lawful and sufficient Title to the purchaser or purchasers for the same in Fee Simple or otherwise And to apply the Money arising by or from such sale & disposal or the security for the same to the purchase of any other property or keep the same at Interest for the said use Intents and purposes and subject to the said proviso as and herein before mentioned and declared of and concerning the Estate either real or personal which shall be so sold and disposed of unto the said George Kimball for himself by his heirs Executors and Admors with by these presents covenants promised and agreed to and with the said Martha Gordon her heirs Executors and Assigns that the said George Kimball by his heirs Executors and Admors shall and will from time to time and at all times hereafter upon the reasonable requests of the said Martha Gordon her heirs Executors and Admors make do and execute a Copy and procure to be made, read and executed all such further and other lawful and reasonable Acts deeds and Obediency in the law for the Corroborating and Confirming of these presents and for the further and better Conveying Assigning and Assuring all and singular the premises herein before mentioned and intended to be granted released and Assigned unto the said Martha Gordon her heirs Executors and Assigns or by her or them or her or their Counsel learned in the Law shall be reasonably advised or requested In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals on the day and in that year just above written—
Eliz^d Gordon (S) George Kimball (S) Martha Gordon (S)
Rabbits and Silvers in

400 he received of Phoebe Kelsa Sarah Rowland -
Received on the day and in the year last Written written
of and paid the Within named Martha Gordon the
sum of One Dollar in full for the Consideration Money
Within mentioned - Ely Gordon
Witness, Phoebe Kelsa, Sarah Rowland -
"Charleston; personally appeared before me Henry Gray
J. P. M. Phoebe Kelsa who made oath that she was
present and saw Ely Gordon, George Kimball and
Martha Gordon sign their Names and affix their
deals to the Within Instrument ^{in the presence of their witnesses} and
also that she saw Sarah Rowland sign her Name
thereto as a Witness - Phoebe K. Kelsa -
Given to this 5 August 1808 before Henry Gray J. P.
Recorded 6 August 1808

South Carolina

This Indenture tripartite made
the second day of June in the year of our Lord one thousand
eight hundred and eight, Between Harist Fleming of
Georgetown in the State aforesaid, Widow, of the first part, -
Green Hill Scott of the same place of the second part, and
William Murray of the same place of the third part,
Whereas a marriage is intended, by divine permission
shortly to be had and solemnized, Between the said Harist
Fleming, and the said Green Hill Scott, And whereas the
said Harist Fleming is now lawfully and rightfully seized
and possessed in her own demesne as of fee, of and in a certain
tract or parcel of land containing five hundred acres more
or less, originally surveyed by George Durant and lately by-
purchased by the said Harist Fleming at Sheriffs Sale in
Korry District, situate on the branch Waters of Waccamaw River
bounding Westwardly on Henry Clark's land and on all other
sides by vacant lands, and also the said Harist Fleming is pos-
sessed for a term of years of that lot of land in Georgetown
known in the plan thereof by the number one hundred and
sixty seven (167) also the said Harist Fleming is possessed of the
following negro Slaves named Bep and her Child, Abram, Maria
Phillis and her three Children, and the said Harist Fleming
is also entitled to an undivided third part of that lot of
Land in Georgetown aforesaid, known in the plan of the

said Town by the number sixty three, being an half part of the dist-
 described as number sixty three in said plans, on which the late
 M^r. Mathew Fleming resided, and also the said Harriet Fleming
 is entitled to an undivided third part of all other the estate and
 Effects belonging to the said Mathew Fleming at the time of his death
 which cannot be specifically set forth, And whereas in prospect
 and consideration of the said intended marriage the said Green
 Hill Scott and the said Harriet Fleming have agreed that the said
 Harriet Fleming shall grant bargain sell assign transfer &
 set over the said several tracts of land and negro Slaves and
 the share to which she is entitled as aforesaid, of the Estate and
 Effects of the said Mathew Fleming deceased unto the said William
 Murray his heirs and assigns for ever, In Trust never the less
 for the uses intents and purposes hereinafter declared of and con-
 cerning the same, Now This Indenture witnesseth
 that in pursuance of the said agreement and in consideration
 of the said intended marriage, and also for and in consideration
 of the sum of five shillings to the said Harriet Fleming in hand-
 well and truly paid by the said William Murray at and before
 the sealing and delivery of these presents the receipt whereof is
 hereby acknowledged and for settling and asuring all and
 singular the premises to and for the several uses intents and
 purposes hereinafter mentioned, and for divers other good con-
 siderations her the said Harriet Fleming therein to moving, she
 the said Harriet Fleming by and with the consent, privity appro-
 bation and agreement of the said Green Hill Scott, testified by
 his being made a party to and signing sealing and delivering
 these presents, doth granted bargain and sell, and by these
 presents doth grant bargain and sell unto the said William
 Murray his heirs Executors and Administrators, all and singu-
 lar the said lands and negro Slaves with the issue and increase
 of the females, and doth also assign transfer and set over unto
 the said William Murray his Executors and Administrators
 all other her undivided third part of the Estate and Effects of
 the said Mathew Fleming deceased, and of the monies belonging
 to and debts due to the said Estate, To have and to hold the
 said lands and negro Slaves with the future issue and increase
 of the females together with the said undivided third part
 of the Estate and Effects and the monies belonging to and debts due
 to the Estate of the said Mathew Fleming deceased unto the said

William Murray his heirs Executors and Administrators, In Trust to
 and for the use benefit and behoof of the said Harriot Fleming until
 the said intended marriage shall be solemnized and take
 effect and from and immediately after the solemnization
 of the said intended marriage then upon this further Trust
 and Confidence, that he the said William Murray his heirs
 Executors and Administrators do and shall permit and do -
 suffer the said Harriot Fleming to take the rent and income
 of the said real Estate and the Profits arising from the
 work and Labor of the said Slaves and the Interest of the
 Monies belonging to and debts due to the Estate to which
 she has right as aforesaid and to have the use and
 enjoyment of all and every the property herein before
 mentioned and referred to, for her sole and separate use -
 so as that the same or any part thereof shall not be in any -
 wise subject to the Control debts, alienation or engagements
 of the said Green Hill Scott, for and during the term of the said
 joint lives of the said Harriot Fleming and Green Hill Scott,
 And in case the said Harriot Fleming should Survive the said
 Green Hill Scott, then and on that event and contingency -
 In Trust for the use of the said Harriot Fleming so Surviving
 her heirs Executors Administrators and assigns, and immediately
 reconvey a pure and assign the same to her accordingly freed
 and discharged of any further Trust limitation or appoint -
 ment whatsoever, But in case the said Green Hill Scott -
 shall survive her the said Harriot Fleming, then and on that
 event and from and immediately after her death, In Trust
 for the use of such person or persons as she the said Harriot
 Fleming shall, by her last Will and Testament in writing
 or any writing purporting to be her last Will and Testament duly
 executed, direct limit and appoint the same, which said last
 Will and Testament she the said Harriot Fleming is hereby -
 and by the said Green Hill Scott, notwithstanding her Cover -
 ture, authorised to make and execute, But in case the said
 Harriot Fleming should die without having made and do -
 executed and without leaving such last Will and Testament
 in writing or other writing purporting to be her last Will
 and Testament, and the said Green Hill Scott should survive
 her the said Harriot Fleming, then and on those events, In
 Trust for the use of all and singular the Child or Children

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of the said Harriet Fleming which may be then living to be equal-
 ly divided between them share and share alike, and in case
 any one of the present or any after born Child or Children of
 the said Harriet Fleming should die in her life time leaving
 issue, such issue to take on the division of the said property -
 such share as its or their parent or parents would have
 taken, had he she or they survived the said Harriet Fleming,
 Provided nevertheless and it is the true intent of the
 parties to these presents that the Tract of five hundred Acres
 of Land herein before described, shall be considered as the pro-
 perty of the Estate of the said Mathew Fleming, the same
 having been purchased by the said Harriet Fleming to secure
 a debt due to the Estate of the said Mathew Fleming, and that
 she the said Harriet Fleming shall be at liberty to sell and
 convey the said Tract of Land, for the benefit of the said Estate
 any thing herein before contained to the contrary notwithstanding,
 and that one third part of the proceeds of such sale shall
 be and remain subject to the provisions herein before set-
 forth and applied accordingly. In Witness whereof
 the said parties have herein to set their hands and Seals
 the day and year above written William Murray (all)

Sealed and Delivered Green & Scott (all)
 in the presence of Harriet Fleming (all)

The words "and Green & Scott" being first inter lined between
 the eleventh and twelfth lines from the top of the second
 page William Grant, Samuel Smith Jr.

South Carolina Personally appeared before me William Grant
 Georgetown District, who made oath, that he was present and did
 see the within named Harriet Fleming, Green & Scott and William
 Murray sign and seal the within ^{written} instrument, and did see the
 said Green & Scott and Harriet Fleming deliver the same for the
 uses intents and purposes therein expressed, and that Samuel
 Smith Jr together with this deponent subscribed their names
 as witnesses thereto

William Grant
 Sworn to before me this thirteenth day of July 1808
 William Murray
 Justice of the Peace

Recorded 27 August 1808

Sale of Goods Carried This Indenture Quadruplicate
 made the seventh day of November in the year of Our
 Lord One thousand Eight hundred and eight Between
 Alexander Solomon of the first part Goodman Mordecai
 of the second part and Isaac Cohen eldest daughter of said
 Alexander Solomon of the third part and Mordecai
 Lyon Joseph Moses and Samuel Simons of the fourth
 parts Whereas Marriage is intended by the Grace of
 God to be had and solemnized between the said Goodman
 Mordecai and the said Isaac Cohen and the said Alexander
 Solomon eldest daughter of the said Isaac Cohen being
 desirous that a sufficient and proper provision and
 maintenance should be made for the said Isaac Cohen
 and any issue of her intended Marriage with the said
 Goodman Mordecai and also exclusive of said Goodman
 Mordecai both and Incumbrances with Whereas
 upon the treaty so and previous to the intended
 Marriage aforesaid it hath been and hereby is agreed
 and stipulated between the said Alexander Solomon
 and the said Goodman Mordecai that the personal
 property Cattle and Chattels hereinafter specified
 and intended to be hereby granted and conveyed
 shall be released assigned to subvert and vested
 in the said Mordecai Lyon Joseph Moses & Samuel
 Simons their heirs Executors and assigns upon the special
 Trust and confidence now to and for the several use
 intents and purposes hereinafter mentioned limited
 expressed and declared of and concerning the said
 Isaac Cohen's and intended Wife both that in pursuance
 of the said agreement and in consideration of the said
 intended Marriage and also of the sum of ten
 Millions to the said Alexander Solomon in hand well
 and truly paid (receipt whereof is hereby acknowledged)
 and of divers other good causes and sufficient causes
 and considerations hereinafter mentioned ^{especially} moving the said
 Alexander Solomon by and with the consent and
 privity of the said Goodman Mordecai the intended
 husband of the said Isaac Cohen testified by his
 being party to and signing and executing these

these presents hath given granted bargained Aliened
 remised releasd and confirmed and by these presents
 doth give grant bargain Aliens remise releasd and
 Confirmed unto the said Mordecai Lyon Joseph Moses
 and Samuel Simons and to their heirs Executors & Admors
 a Certain Negro Boy Named Ishid also the sum of Five
 hundred Pounds Sterling Money and all and singular
 the Goods and Chattels to wit Furniture Clothing house
 hold Articles and other effects mentioned and contained
 in the Schedule hereunto Annexed To have and to
 hold the said Negro Boy Ishid and all and singular
 the property Money goods and Chattels Above mentioned
 unto them the said Mordecai Lyon Joseph Moses and
 Samuel Simons their heirs Executors and Admors to and
 upon the several uses intents and purposes herein and
 hereby intended to be made declared and expressed that
 is to say that immediately after the intermarriage
 of said Goodman Mordecai with said Jane Cohen they
 the said Mordecai Lyon Joseph Moses and Samuel
 Simons shall lay out and invest the said sum of
 Five hundred Pounds in diverse goods and Merchandise
 for the special purpose of furnishing a Store to be
 kept in the said Jane Cohen as a sole traded absolutely
 free from and unincumbered by the Debt Obligations
 or Contracts of said Goodman Mordecai her husband
 and the proceeds profits emoluments and Advantages
 arising from the sale of the Goods and Merchandise to be
 purchased with the Five hundred Pounds aforesaid
 and the said Negro Boy and all and every of the Furniture
 Clothing and household Articles in said Schedule
 expressed and contained to be appropriated and to be
 to the joint use benefit and behoof of the said
 Goodman Mordecai and Jane Cohen during the
 term of their Natural lives Upon the special Trust
 that in the event of the said Jane Cohen's death before
 the said Goodman Mordecai and leaving no Child
 or Children at the time of her decease or in case of her
 death leaving a Child or Children who's Child or
 Children if Males shall die before he or they shall
 have attained the age of twenty two years or if

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Female shall die before having attained Eighteen years
or before her or their Marriage then in that case the said
before recited personal Property Goods Chattels Money &
effects to be to the said excluded and entire use benefit
and behoof of him the said Goodman Mordecai his
heirs executors and assigns for ever But Provided
Nevertheless and it is herein and hereby expressly
declared agreed and intended by and between the
parties to these presents that in case of said Anne Cohen
death before the said Goodman Mordecai leaving a
Child or Children which if male shall have attained
the age of twenty one year or if female Eighteen years
or be married then the said Negro Boy the profits
emoluments Monies and advantages of the said Store
and all and singular the furniture Clothing Moveables
and effects in and Schedule mentioned and contained
to be to such Child or Children if male on their attaining
the age of twenty one year or if female attaining Eighteen
years or being married to them their heirs and assigns
for ever And upon this further Trust and confidence
that in the event of said Goodman Mordecai's death before
said Anne Cohen leaving a Child or Children then the
said Negro Boy profits gains emoluments & Monies
arising from the said furniture effects and Chattels
in said Schedule contained to be divided & distributed
and half part a portion thereof to the said separate &
excluded use benefit and behoof of the said Anne
Cohen the Widow her heirs and assigns for ever and
the other half part to such Child or Children their
heirs and assigns for ever but should the said Goodman
Mordecai die before said Anne Cohen without leaving
a Child or Children then in that case the said personal
property Goods Chattels Effects Monies Merchandise
and the profits and gains arising from the sale
thereof to which in belong to and be appropriated to the
said entire, excluded, separate and perfect use
benefit and behoof of her the said Anne Cohen her
heirs and assigns for ever In Witness whereof the
said parties to these presents have hereunto in
changeably set their hands and seals on the day

413 and on the year first above written -
 Schedule referred to in the within Instrument

Contents	Values at	\$150. 00 00
1. Secretary		80. 00 00
1. Paper Chairs		48. 00 00
1. Carpet		28. 00 00
1. Bedstead & bedding		75. 00 00
1. Pair handkerchiefs		22. 00 00
2. Looking Glasses		30. 00 00
Kitchen Furniture		25. 00 00
1. Set of China		74. 00 00
1. Tray silver table spoons		48. 00 00
1. Tray and a half Tea spoons		9. 00 00
2. Table		42. 00 00
		<u>422. 00 00</u>
	Dollars -	137. 00 00

Alexander Solomon, D. Goodman Mordecai, D. Isaac
 Samuel Simons, D. signed sealed and delivered in
 the presence of L. David Isaac Emanuel
 Charles J. Isaac Emanuel being duly sworn made
 Oath that he was present and saw Alexander Solomon
 Goodman Mordecai, Isaac Cohen, Dr. Morry M. Lyon
 and Samuel Simons sign seal and deliver the within
 Instrument of writing for the purposes therein mentioned
 and that he together with L. David witnessed the same -
 Sworn to before me 10 Nov. 1808. Attest. M. J. C.

Recorded 10 Nov. 1808.

The State of South Carolina, This Indenture made on the
 twelfth day of November in the year of our Lord One thousand
 Eight hundred and eight Between Doctor Henry Etienne
 Glegg of the one part Susannah Piquet otherwise known
 by the name of Susannah Villancive of the second
 part and James Miller of the third part all of
 the City of Charleston Whereas a marriage by Gods
 ordinance is shortly intended to be had and
 solemnized between the said Henry Etienne Glegg and
 the said Susannah Piquet otherwise called Susannah
 Villancive and whereas the said Susannah Piquet
 at the time of executing these presents is possessed of
 and stands seized in fee simple Conditional to the

and the heirs of her body lawfully begotten for ever and anon
 a certain lot of lands hereinafter mentioned and intended
 to be lawfully granted and released and whereas upon
 the treaty and previous to the said intended Marriage
 it hath been and is agreed between the said D. Gleize
 and Susanna B. Peigue that the said lot of lands
 Tenements hereditaments and Appurtenances belonging
 to the said of her the said Susanna B. Peigue alias
 Susanna B. Gillance should be by her granted
 and released unto him the said James Miller and
 his heirs for and upon the several uses and subjects
 to the trust intents and purposes in such manner
 as hereinafter is mentioned Cometh expressed
 and declared of and concerning the said
 Now this Indenture Witnesseth that in pursuance
 and part performance of the said
 recited Agreement and in Consideration of the
 said intended Marriage and also in consideration of
 one hundred Pounds to him the said D. Henry Cleome Gleize
 in hand well and truly paid by the said Susanna B.
 Peigue also before the executing of these presents the
 receipt whereof he the said D. Gleize doth lawfully
 Acknowledge and also for and in Consideration of the
 sum of five Dollars to her the said Susanna B. Peigue
 well paid by the said James Miller the receipt whereof
 is by her lawfully Acknowledged and for divers other good
 and valuable ^{causes and} Considerations her hereunto especially
 moving the said Susanna B. Peigue by and with the
 Knowledge privity consent and Approbation of the
 said D. Gleize her intended husband testified by
 his being a party to and executing of these presents
 hath granted bargained sold aliened released and
 confirmed and by these presents doth grant bargain
 sell release alien and confirm unto the said
 James Miller and to his heirs and assigns all
 that lot of land situate on the South side of Alley
 Street containing seventy feet in front and one
 hundred feet more or less in depth lately belonging to the
 Estate of some white together with all and singular
 the hereditaments and Appurtenances thereunto

belonging or in any way appertaining unto also also the
 Estate right title Interests trusts inheritances property
 Claims and demands whatsoever both at law and
 in Equity of her the said Susannah Piquet or of any
 other person or persons in Trust for her or for a share
 of the said hereby granted and released her actions
 and premises and every part and parcels thereof
 To hold and to hold the said dole of lands tenem-
 ents hereditaments and appurtenances herein before
 mentioned and intended to be hereby granted and
 released with its appurtenances unto the said
 Samy Miller his heirs and assigns to for and
 upon the several uses trusts intents and purposes
 and subject to the several provisions powers limi-
 tations and agreements herein after mentioned
 limited expressed and declared of and concerning
 the said that is to say In Trust for her the said
 Susannah Piquet a party hereto, her heirs Executors
 and assigns until the solemnization of the
 said intended Marriage and from and after
 the solemnization thereof In Trust to permit &
 suffer the said Susannah Piquet to receive the
 rents profits and issues of the said dole of lands
 and appurtenances as her sole and separate use
 during her Coverture or Marriage with the said
 Dr. Clay and during her Natural life the said
 to be in no way subject to the debt or Contract of the
 said Dr. Clay and from and immediately after
 the death of the said Susannah Piquet In Trust to
 and for the heir of her body lawfully to be begotten
 for ever And further that the said Samy Miller his
 heirs Executors and assigns shall and may from
 time to time and at all times hereafter peacefully &
 quietly have hold and enjoy as well the said hereby
 released premises Nevertheless upon the several uses
 trusts, and subject to the several provisions and
 agreements herein and hereby mentioned limited
 expressed and declared of and concerning the said
 without any let disturbance or interruption of the said
 Dr. Henry Edward Glise or any thereof or his

Claiming a title claim by force or under title the said *J. P. Gray*
 his heirs Executors Administrators and Assigns or by his or their means
 consents force or procurement And Moreover that
 he the said *J. P. Gray* his heirs Executors and Administrators shall
 and will from time to time and at all times
 hereafter upon the reasonable request and at the
 Costs and Charges of the said James Miller his heirs
 Executors Assigns or either of them or upon the happening
 of the Contention which broke the said Lot of Land
 showed in the said *Susannah's* Claim in fee simple
 make do and execute or cause or procure to be
 made done and executed all and every such
 further and other lawful and reasonable Act &
 Let things and things conveyance Agreements &
 Assurance in the Law whatsoever as well for the
 Corroborating and Memorializing of these Presents
 as also for the ^{Further} better and Subverting a Mission
 and Business and Continuation of all and singular the
 herein be in Mentioned and intended to be hereby
 returned to the said Land and Inheritance unto the
 said James Miller his heirs Executors and Assigns Neverthe
 less to the several uses upon the several tenets
 intent and purposes and subjects to the several
 provisions Conditions and Agreements herein and
 herein Mentioned in her To and declared of and
 confessed the said and for that a power to convey
 the said Lot of Land either by deed or by will in
 the event of the said *Susannah's* Pique surviving the
 said *Elizabeth* or her body lawfully begotten and such
 further and other powers as by the Counsel of the said
James Miller his heirs Executors Assigns shall in that
 behalf be lawfully learned in the Law be reasonably advised
 a required Provided also and it is declared Concorded
 and agreed to and believed the said parties to their
 present that the said James Miller his heirs Executors
 Assigns shall from time to time and at all times
 hereafter be indemnified and saved harmless out of
 the separate Estate of the said *Susannah Pique*
 and from all Manner of Costs Charges Damages
 and trouble that he or they shall or may sustain

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incase or be put unto for or by reason of the said James
 Miller joining or being made a party in any action
 or suit for recovering any part of the Separate Estate
 of the said Susannah Piquet or for enforcing the same
 or his being joined or made a party to any receipt for
 rent or a release to be made and given upon receiving
 any part of the Separate Estate of her the said Susannah
 as aforesaid or any other accounts whatsoever relating to
 the said Separate Estate In Witness whereof the parties
 to these presents have hereunto set their hands and
 seals the day and year above written Henry Etienne
 George De Susannah Piquet B. J. Miller C
 signed sealed and delivered In the presence of
 Alex. Christie J. Fowler John A. Cogdell
 Charles for John A. Cogdell Esq. being duly sworn made
 oath that he was present and saw Henry Etienne
 George Susannah Piquet and J. Miller sign seal
 and deliver the foregoing Instruments of Writing for
 the purpose therein mentioned and that he together
 with Alex. Christie and J. Fowler witnessed the
 same to be signed and this 12. November 1808
 J. W. De Havencll J. P. Recorded 12 Nov. 1808

This Indenture made the thirteenth day of April
 in the year of our Lord One thousand eight hundred three
 Between Jesse Beaufield of Colleton District of the One part
 & Mary Hamilton of said district widow of the other part
 Whereas there is an intention of Marriage between the said Jesse
 Beaufield & the said Mary Hamilton shortly to be solemnized
 God willing, & whereas it is the agreement and desire of the said
 Parties & their mutual intention that as provision shall be made
 for the said Mary Hamilton out of her own fortune or Marriage
 portion in such a manner as to be entirely at her own disposal
 at her death whether she die under Coverture the Wife of the
 said Jesse Beaufield or survives him And Whereas It is
 further agreed between the parties that the full Estate both Real
 & Personal to be made over to the said Mary Hamilton to be
 at her disposal to dispose of the said Estate by Will or deed
 to her or whomsoever else she pleases or thinks proper to them
 & their heirs for ever even should she die under Coverture the

418
4.

418 Deed of the S^r Jesse Bearfield in case she survives the S^r Jesse
Bearfield then the said estate as aforesaid to be and remain the
property of the said Mary Hamilton her heirs & assigns for ever
provided nevertheless that the S^r Jesse Bearfield shall have the
use management & control of the said estate aforesaid & the yearly
profits & Emoluments arising therefrom to apply & use as he
thinks best for their mutual advantage whilst they continue in the
Marriage state together Now this Indenture witnesseth that the
S^r Jesse Bearfield in & the consideration of the love & regard he beareth
to the S^r Mary Hamilton in consequence of the agreement before
mentioned & for the further consideration of two hundred & seven shillings
in hand paid to him by William Buchanman accounted by the parties
Justice to this Marriage Settlement the Receipt whereof is hereby
acknowledged both bargained sold & made over & by these presents
both bargained sold & made over to the S^r Mary Hamilton all her
& estate both real & Personal that shall be her own property on
marriage portion clear the time the Intended marriage shall take
place to have & to hold the said Real & Personal estate of the
marriage portion to the S^r Mary Hamilton her heirs & assigns
for ever in manner and form following that is to say that the
S^r Jesse Bearfield shall have the use of the same whilst they live
together for their mutual support but in case of her the S^r Mary
Hamilton dying whilst under Coverture the wife of the S^r Jesse
Bearfield she shall have full power & Lawfull authority to dispose
of & give away by deed of Gift will or other wise the S^r Estate as
aforesaid to her heirs or any other person or persons whatsoever To
them and their heirs & assigns for ever & in case the S^r Mary
Hamilton shall happen to survive the S^r Jesse Bearfield &
become his widow then the above & afores^d estate of her marriage portion
as aforesaid shall be & remain her own Lawfull property as aforesaid
to her & her heirs forever and the S^r Jesse Bearfield for Him self
his heirs Executors and administrators doth agree to & with the S^r Mary
Hamilton her heirs Executors administrators & assigns that the S^r
Mary Hamilton her heirs Executors administrators & assigns either
at his Death or whilst under Coverture the wife of Jesse Bearfield
or in case of her surviving him & becoming his widow shall
take possession of & keep for their use & behoof for ever the S^r
estate of her marriage portion without the least Hindrance or
molestation of him the S^r Jesse Bearfield his heirs Executors admini-
-strators & assigns or any other person or persons whatsoever according

To the true intent & meaning thereof lawfully & fairly & shall not be liable to any debts, legacies or Contracts whatsoever of him the said Jesse Bearfield his Heirs Executors, administrators or Assigns And Lastley it is Agreed upon By the parties to these presents that William Buchanan is & shall be Appointed trustee for the S^c Mary Hamilton with full power to cause This Agreement & Indenture to be put in full force & Virtue In witness To these presents the Parties have Interchangeably set their hands and seals The day and year first Above Written; Jesse Bearfield

Witness
 Mary Hamilton (sd)
 James Bearfield, James Stevens
 The State of South Carolina

To all to whom these presents shall come Whereas the within named William Buchanan from want of information omitted signing the within Instrument of writing, as Trustee aforesaid & also Recording the same within the time prescribed by Law, Now know ye, that in pursuance of the within Instrument of Writing, and for the more perfecting & carrying the same into effect, the said Jesse Bearfield and Mary his Wife Do hereby ratify, assure and confirm unto the said William Buchanan his Executors & Administrators All and singular the Premises within contained, and in order to comply and ascertain the same Have and by these presents Do enumerate the following Property which was the real, actual and bona fide property intended, to be conveyed by the within Instrument of writing, to wit; Eighteen Negro Slaves named Jim, Caesar, Diana, Joice, Sanny, Aurelia, Sarah, Clarissa, Judy, Sindy, Wess, Jack, Caesar, Ben, Tom, Albert, Charlotte and Walter, together with the Issue and increase of the Females Also a Stock of Cattle marked with a figure of seven in each Ear and branded the same with the increase thereof and two Horses, one a Bay about fourteen hands high, the other a Grey about fourteen and a half hands high, To have and to hold the aforesaid Eighteen Negro Slaves before enumerated together with the Issue and increase of the Females, the Stock of Cattle and their Increase and the Horses unto the said William Buchanan his Executors and Administrators Upon the Trust and Limitations as are expressed & contained in the within Instrument of Writing. In Witness whereof the Parties aforesaid to these presents have hereunto set their hands & seals this twentieth day of September in the year of our Lord one thousand eight hundred and seven

W^m Buchanan (sd)
 Jesse Bearfield

420 Sealed and Delivered in the presence of us James Blacker
Mary Hamilton, State of South Carolina Saint Bartho-
-lomew's Parish, Colleton District, Personally Came Before
me James Blacker I being duly Sworn maketh Oath that he was
present and saw Jesse Bearfield I Mary Hamilton, Sign their
names to the within instrument of writing for all the uses & purposes
therein mentioned & the deponent further sageth he saw Mary
Hamilton subscribe her name as a witness to the said instrument
of Writing. - - - James Blacker
Sworn to this 27th day October
1808 - Valentine Ruger JP } Recorded ¹² November 1808

This Indenture made the sixteenth day of
December in the year of our Lord one thousand eight -
hundred and eight; Between Mary Coachman of the City
of Charleston in the State of South Carolina of the one part,
and James William Gadsden of the same place Planter of
the other part; Witnesseth that the said Mary Coachman
for and in consideration of the sum of one Dollar to her in -
hand well and truly paid by the said James William Gadsden
at and before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged, hath granted bar-
gained and sold and by these presents doth grant bargain
and sell unto the said James William Gadsden his Exe-
-cutors Administrators and Assigns, one undivided moiety
or half part of all that Plantation or Tract of Land
situate lying and being in St. James's Parish Goose Creek
measuring and containing Nine hundred Acres be the
same more or less, Butting and Bounding to the Eastward
on land of John Bowen and M^{rs} Horry to the Northward
on the School Tract and to the Southward on Goose Creek
Together with all and singular the Houses out Houses, heredi-
-taments, Rights Members and Appurtenances therunto
-belonging, or in any wise incident or appertaining, and
the Reversion and Reversions, Remainder and Remainders
-Yearly and other Rents Issues and profits thereof, and of every
part and parcel thereof; To have and to hold the said
one undivided moiety or half part of all that the aforesaid
Plantation or Tract of Land and other the premises herein
before mentioned or intended to be hereby granted -

421 bargained and sold with their appurtenances unto the said James William Gadsden his Executors Administrators and Assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended, yielding and paying therefor at the expiration of the said term unto the said Mary Coachman the sum of one pepper Corn only on the last day of the said term if the same shall be lawfully demanded, to the intent and purpose that by virtue of these presents and of the Statute for transferring uses into possession the said James William Gadsden may be in the actual possession of all and singular the said hereby bargained premises with their appurtenances and may be thereby enabled to accept and take a Grant or Release of the Reversion and Inheritance thereof to him and his Heirs in such manner & for such uses intents and purposes as the said Mary Coachman doth intend to grant or release the same by Indenture intended to bear date the day next after the day of the date of these presents, In witness whereof the said parties to these presents have hereunto interchangedly set their Hands and Seals on the Day and Year first above written Sealed and Delivered in the presence of Benjamin Singellton, J^r, Nicholas Charlesston, James Nicholson being duly sworn made oath that he was present and saw Mary Coachman sign seal and deliver the foregoing Instrument of writing for the purposes therein mentioned, and that he with Benjamin Singellton Witnessed the same, Given to be the one the 19th day of December 1808 Done J^r Ravenel W^r.
Recorded 19th December 1808

This Indenture made the seventeenth day of December in the year of our Lord one thousand eight hundred & eight, Between Mary Coachman of the City of Charleston in the State of South Carolina of the one part, Benjamin Allston the elder of Waccamaw in the State aforesaid Planter of the second part, and James William Gadsden of Charleston aforesaid Planter of the third part, Whereas a marriage is intended to be shortly had and solemnized between the said Benjamin Allston and

the said Mary Coachman, and upon the Contract of the said
 intended marriage the said parties have agreed that the real
 and personal Estate herein after mentioned shall be conveyed
 subject to the saids intents and purposes hereinafter mentioned
 and declared of and concerning the same, Now this Indenture
 witnesseth that in pursuance of the aforesaid agreement and
 for and in consideration of the sum of one Dollar to her the said
 Mary Coachman in hand well and truly paid by the said
 James William Gadsden at and before the sealing and delivery
 of these presents the receipt whereof she doth hereby acknowledge
 that she granted bargained sold aliened remised released con-
 veyed and confirmed and by these presents, Doth hereby fully
 freely and absolutely grant bargain sell alien remise
 release convey and confirm unto the said James William
 Gadsden in his actual possession now being by virtue of a bar-
 gain and sale to him thereof made for one whole year by Inden-
 ture of date bearing date the day next before the day of the
 date of these presents, and by virtue of the Statute for trans-
 ferring uses into possession of force in this State and to his heirs
 and assigns for ever, one undivided moiety or half part
 of all that Plantation or Tract of land situate lying &
 being in St. James's Parish Goose Creek measuring and con-
 taining Nine hundred Acres be the same more or less 4
 Buttling and Bounding to the Eastward on land of John
 Bowen and M^{rs} Storry to the Northward on the School Tract and
 to the Southward on Goose Creek, Together with all and sin-
 gular the houses out houses, hereditaments rights members
 and appurtenances thereunto belonging or in any wise
 incident or appertaining, and the Reversion and Reversions
 Remainder and Remainders Yearly and other Rents Offices &
 profits thereof and of every part and parcel thereof, and also
 all the Estate Right Title Interest Claim and Demand whatso-
 ever both at Law and in Equity of her the said Mary Coachman
 of in and to all and singular the said premises and every part
 and parcel thereof with their and every of their appurtenances,
 To Have and to hold the said undivided moiety or half
 part of all that the aforesaid Plantation or Tract of land
 and all and singular other the premises with their and every
 of their appurtenances, and every part and parcel thereof
 herein before mentioned or hereby intended to be hereby

423. Conveyed unto the said James William Gadsden his heirs and
Assigns to the only proper use benefit and behoof of the said
James William Gadsden his heirs and Assigns for ever sub-
ject nevertheless to and for the several uses intents and pur-
poses limitations and restrictions herein after declared of &
concerning the same, This Indenture further witness-
eth that in further pursuance of the aforesaid agreement
and for and in consideration of the further sum of one Dollar
to her the said Mary Coachman in hand well and truly paid
by the said James William Gadsden at and before the sealing
and delivery of these presents, the receipt whereof is hereby acknow-
ledged, hath granted bargained sold assigned transferred and
set over and by these presents Doth grant bargain sell assign
transfer and set over unto the said James William Gadsden
and his heirs Executors Administrators and Assigns the following
named Negroes, to wit, Daniel, Sally and their two children Joseph
and Abraham with the future issue and increase of the said female
Slaves also thirteen Shares in the Bank of South Carolina
eighteen shares in the State Bank, and also the sum of
five hundred pounds Sterling Money at Interest in the hands
of Dr. Samuel Wilson and a legacy bequeathed by the late M^{rs}
Dorothy Allston to the said Mary Coachman and all her
Estate right title interest claim and demand of in and to the
same or any part thereof, To have and to hold the said
Negro Slaves with the future issue and increase of the said
female Slaves, the thirteen Shares in the Bank of South
Carolina, the eighteen Shares in the State Bank and the
five hundred pounds Sterling Money at Interest together
with the Interest Increase dividends and profits arising
and accruing therefrom unto the said James William
Gadsden his Executors Administrators and Assigns to the
only proper use benefit and behoof of the said James William
Gadsden his heirs Executors Administrators and Assigns for
ever, In Trust nevertheless to for and upon the several uses
intents and purposes limitations and restrictions herein
after declared of and concerning the same, and for and
concerning the said real and personal Estate of the said
Mary Coachman the said parties to these presents have
agreed that the same shall be subject to the following Trusts
uses intents and purposes herein after declared of and
concerning

concerning the same that is to say, In Trust to and for the sole use benefit and behoof of the said Mary Coachman her Heirs Executors Administrators and Assigns until the solemnization of the said intended marriage shall take effect, and from and immediately after the solemnization thereof as to the aforesaid eighteen shares in the State Bank and the thirteen Shares in the Bank of South Carolina, In Trust that he the said James William Gadsden his Heirs Executors Administrators and Assigns do and shall permit and suffer or well and sufficiently authorize and empower the said Mary Coachman notwithstanding her Coverture for and during the term of her natural life to have receive and take to her own sole separate use and behoof all the dividends Interest and other profits which shall accrue arise or be made by or from the same without the Control or intermeddling of the said Benjamin Allston her intended husband or to be seized sold or intended or in any wise or manner made liable to the payment of his debts forfeitures or engagements and from and immediately after the death of the said Mary Coachman then In Trust to and for the sole use benefit and behoof of such Child or Children of the said intended marriage as shall or may be living at the time of the death of the said Mary Coachman, and the Child or Children of the Children in case any of them shall happen to be dead leaving issue to be divided between and amongst them share and share alike, and to their respective Heirs and Assigns for ever, But the Child or Children of such Children as shall happen to be dead shall be entitled only to the share which his or her Father or Mother would have been entitled to if living at the time of the death of the said Mary Coachman, and in default of such Child or Children of the said intended marriage then In Trust to and for the sole use benefit and behoof of the said Benjamin Allston his Heirs and Assigns for ever should he survive the said Mary Coachman, But should he not survive her then In Trust to and for the sole use benefit and behoof of the survivor of them the said Mary Coachman and Benjamin Allston and to the Heirs and Assigns of such survivor for ever, And as to the moiety or half part of the aforesaid Plantation or Tract of land the aforesaid Negroes with the future issue and increase of the said

25 female Slaves and the five hundred pounds at Interest with the Interest arising therefrom the said parties have agreed that the same shall be settled and assured in the manner following that is to say from and immediately after the solemnization of the said intended marriage, then In Trust that he the said James William Gardden his heirs Executors Administrators & assigns do and shall permit and suffer or well and sufficiently authorize and empower the said Benjamin Allston for & during the term of his natural life to have receive and take the issues intents and profits arising or accruing therefrom to his own sole and separate use benefit and behoof and from and immediately after the death of the said Benjamin Allston then In Trust that he the said James William Gardden do and shall permit and suffer her the said Mary Coachman should she survive the said Benjamin Allston to have receive and take the rents issues Interest and profits thereof to and for her sole separate use benefit and behoof for and during the term of her natural life and from and immediately after the death of the Survivor of them the said Mary Coachman and Benjamin Allston then In Trust to and for the sole use benefit and behoof of such Child or Children of the said intended Marriage as shall or may be living at the time of the death of the longest liver of them the said Mary Coachman and Benjamin Allston and the Child or Children of the Children (in case any of them shall happen to be dead leaving issue) to be divided between and amongst them share and share alike and to their respective heirs and assigns for ever. But the Child or Children of such Children as shall happen to be dead shall be intitled only to the share which his or her Father or Mother would have been intitled to if living at the time of the death of the Survivor of them the said Mary Coachman and Benjamin Allston, and in default of such issue of the said intended marriage then In Trust to and for the sole use benefit & behoof of the Survivor of them the said Mary Coachman and Benjamin Allston and to his or her heirs and assigns absolutely for ever. Provided always and it is hereby expressly agreed and declared by and between all the said parties to these Presents that it shall and may be lawful to and for the said James William Gardden his heirs Executors or Administrators by and with the consent of the said Mary Coachman & Benjamin Allston

(But not otherwise such consent to be testified by any writings under their hands and seals and executed in the presence of two or more Credible witnesses) at any time or times during their Coverture or in the life time of the longest liver of them to sell and dispose of all or any part of the aforesaid premises as he or they in his or their discretion may deem most advantageous and the Monies arising from such sale or sales shall be applied to the purchase of other property real or personal which property to be purchased shall be subject to the aforesaid uses or such others as shall be mutually agreed on. and the said Mary Coachman and Benjamin Allston do for themselves severally and for their respective Heirs Executors or Administrators covenant promise grant and agree to and with the said James William Gadsden his Heirs Executors Administrators and Assigns, that they the said Mary Coachman & Benjamin Allston their Heirs Executors or Administrators shall and will from time to time and at all times hereafter at and upon the reasonable request of the said James William Gadsden his Heirs Executors Administrators and Assigns and at the proper Costs and Charges of the said Mary Coachman and Benjamin Allston or one of them do make levy execute acknowledge and suffer or cause to be done made levied executed acknowledged and suffered all and every such further and other reasonable Act and Acts thing and things assurances and Conveyances in the Law whatsoever for the further better and more perfect securing settling establishing and confirming of the said premises hereby granted assigned and set over unto the said James William Gadsden his Heirs Executors Administrators and Assigns unto and for such and the same uses intents and purposes as the same premises are in and by these presents mentioned to be granted conveyed limited or settled as by the said James William Gadsden his Heirs Executors Administrators or Assigns or his or their Counsel learned in the Law shall be reasonably devised advised or required, In Witness whereof the said parties to these presents have hereunto interchangesly set their hands and seals on the Day and Year first above written

Sealed and Delivered in the presence of Benjamin Lingelton }
 Mary Coachman (sd)
 Benjamin Allston (sd)
 James W. Gadsden (sd)
 Jas Nicholson

427. Received on the day of the date of the within written Indenture
of and from the within named James William Gadden the
sum of two Dollars being the consideration money within
mentioned to be paid by him to me Mary Coachman
Charleston for James Nicholson being duly sworn and
oath that he was present and saw Mary Coachman
Benjamin Allston and James William Gadden sign
and deliver the foregoing Instrument of writing for
the purposes therein mentioned, that he also saw Mary
Coachman sign the above Receipt, and that he with
Benjamin Cingellton Witnessed the same, I Worn
do this for me the 19th day of December 1808 Done at
Reverel J. B. Recorded 19th December 1808

State of South Carolina

This Indenture Tripartite made and executed
the seventh day of November in the year of our Lord one thousand
eight hundred and eight, Between Eliza Desel Daughter of
Charles Desel late of the State aforesaid deceased, of the first
part, John D Heath Esquire Attorney, and Counsellor at Law of the
City of Charleston and State aforesaid of the second part, and
Henry Muckenfuss, and Samuel Desel of the same State Trustees for
the said Eliza Desel, of the third part, whereas the first named
Charles Desel duly made and published in writing his last
Will and Testament, bearing date the twenty second day of
October, in the year of our Lord one thousand eight hundred
and seven, and therein and thereby, devised and bequeathed
to the said Eliza Desel, a considerable Estate, and property, as
in and by the said Will duly proved, may more fully appear, -
and whereas the said Eliza Desel may hereafter acquire by des-
cent from her relations, devises, bequests, donations, or otherwise,
considerable other Estate and property, and whereas also, the
said Eliza Desel is at this time possessed of, in her own right, considera-
ble other a certain Negro woman slave named Affy, as also of
various, and sundry articles of household furniture more par-
ticularly expressed and specified, in a schedule or Inventory
annexed to, and made a part of these presents, and whereas a
marriage is intended with the permission of God, to be shortly had
and solemnized, between the said John D. Heath, and the said
Eliza Desel, Now therefore This Indenture witnesseth
that in consideration of the said Marriage so to be had, and
solemnized

solemnized and for the settling and securing, all and every part of the aforesaid estate, and property, to which the said Eliza Desel now is, or hereafter may in any manner become entitled unto, to the several uses intents and purposes hereinafter declared, expressed, limited, or appointed, of and concerning the same, and in consideration of the sum of one Dollar to the said Eliza Desel in hand paid, by the said Henry Muckinfulp, and Samuel Desel at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said Eliza Desel hath granted bargained sold released and confirmed, and by these presents, Doth grant bargain sell release and confirm unto the said Henry Muckinfulp, and Samuel Desel and to their heirs and assigns, all and singular the Real Estate as if the same were herein particularly described and set forth (to which the said Eliza Desel now is, or hereafter may become entitled unto as aforesaid, and also all the Estate right title interest, use, possession, property, benefit, trust claim and demand whatsoever, of her the said Eliza Desel of in, to, or out of, all and singular the real Estate, intended to be hereby granted bargained, sold or released, or any part or parcel thereof, in anywise now or ever, To have and to hold the same unto the said Henry Muckinfulp, and Samuel Desel, their heirs and assigns, to and for the several uses, intents and purposes hereinafter expressed, limited and appointed, of and concerning the same, and for the considerations aforesaid, the said Eliza Desel hath granted bargained sold assigned and set over, and by these presents Doth grant bargain sell assign and set over, unto the said Henry Muckinfulp and Samuel Desel and to their Executors Administrators and assigns, all and singular the personal property, as if the same were herein particularly described and set forth, (to which the said Eliza Desel now is or hereafter may become entitled unto as aforesaid) To have and to hold the same unto the said Henry Muckinfulp and Samuel Desel their Executors Administrators or assigns to and for the several uses intents and purposes, hereinafter expressed limited or appointed, of and concerning the same, that is to say as for and concerning all and singular the premises as well real as personal to the use and behoof of the said Eliza Desel her heirs Executors Administrators and assigns until the solemnization of the said intended marriage, then in Trust to and for the use & behoof

and from an immediately after the solemnization of the said intended marriage

429 of the said Eliza Deibel, and John D. Heath, for and during the term of the joint natural lives of them the said Eliza Deibel, and John D. Heath, but to be in no wise subject to, or liable for, the payment of the present or future debts, or engagements of the said John D. Heath, and from and immediately after the death of either of them the said Eliza Deibel, and John D. Heath, then to and for the use and behoof of the survivor of them for and during his or her natural life, and from and immediately after the death of such survivor, then to and for the use and behoof of such child or children of the intended marriage, as shall be alive at the time of the death of the survivor of the said Eliza Deibel, and John D. Heath, and also of the issue of any child, or children of the said intended marriage, who shall have died previous to the death of the survivor, of them the said Eliza Deibel and John D. Heath, such issue to take such part, or parts of ~~the~~ as their parent or parents, if alive, would have been entitled unto, and to the heirs Executors Administrators and assigns of such child or children, or issue of such child or children as aforesaid for ever, free, clear and absolutely discharged, of and from all and every and any, or further Trust use condition limitation or restriction whatsoever, But in case either the said Eliza Deibel or the said John D. Heath, should die without having had lawful issue of the said intended marriage, or having had such issue all of whom shall have died, under age, unmarried and without leaving lawful issue, at the time of such death, then the said trust Estate real and personal shall go to, and vest absolutely in the survivor, of the said Eliza Deibel, & John D. Heath; his or her heirs Executors Administrators and assigns for ever, free clear and absolutely discharged of and from all and every, and any other, or further Trust use condition limitation or restriction whatsoever, and the said John D. Heath doth hereby for himself, his ~~heirs~~ Executors and Administrators covenant promise grant and agree, to and with the said Henry Mueckin ~~and~~ Samuel Deibel their heirs and assigns, that he the said John D. Heath shall and will, from time to time and at all times hereafter, upon the reasonable request of the said Henry Mueckin ~~and~~ Samuel Deibel, their heirs or assigns make do acknowledge and execute, or cause or procure to be made done acknowledged and executed, such further and other lawful and reasonable Act and acts, thing and things, devices and assurances in the law for the further, better and more absolutely assuring and sure

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430 making of the said premises to the uses trusts, intents and purposes herein particularly mentioned, as by the said trustees their heirs or assigns, or their counsel learned in the law, shall be devised advised and required, and it is the express agreement, and understanding, of all the parties to these presents, that at the request, and with the consent of the said Eliza Desel and John Death in writing signed by both, or the Survivor of them, it shall and may be lawful, to and for the said trustees to sell and convey away all or any part of the premises real or personal, Provided nevertheless that the proceeds thereof be vested in other Estate, or property by the trustees and subject to the trusts herein before expressed and to and for the several uses intents and purposes aforesaid. In Witness whereof the parties to these presents have set their names and affixed their seals the day and year first above written

The Schedule or Inventory of the house-hold Furniture referred to in a preceding part of this Deed

one piano forte of Broadwood & Sons Manufactory, one Mahogany Bedstead and Cornish with feather bed, mats esp. Bolster and pillows, one set of bed Curtains, one set of window Curtains one set of dining tables, one toilet ditto, one Tea Table, one work Table, one set of Tea China, one wash hand stand, two Chests of drawers, fifteen Windsor chairs, twelve straw bottomed chairs, one hair trunk, three dozen Towels, six Table Cloths, one set of Tea spoons two dozen Knives and forks, two pair of plated Candle sticks, snuffer and stand, one plated tea pot, one table Caster, one bread basket, one pair of fire dogs, tongs, shovel and fender, two hair brooms, one dozen silver tea spoons, and sugar tongs, six table spoons and one Ladle, one tea Caddy, one dressing Glass, one dressing Case one Thread box, bed Carpeting, four drawers covers, three Toilet covers, four pair of sheets, six pair of pillow cases, four quilts, one easy Chair, one scotch Carpet, one pair of looking Glasses, one sofa, one side board, one plated Coffee pot, one cot with Matrass and furniture, one rocking Chair, one lib. one house bellows, one roaster and spit, one grid Iron, one pair of fire dogs, tongs and shovel, one frying pan, six Iron pots, one Kettle, two sauce pans, one flesh fork, skinner and daddle, one broom bellow, one kitchen grate -

421 Sealed and Delivered in the presence of Catharine Muckinfulp }
 Mary Desel }
 John Warnock }
 Charleston J. John Warnock, being duly sworn under oath that he was present and saw John DeHeath, Eliza Desel, Samuel Desel and Henry Muckinfulp sign and deliver the foregoing Instrument of writing for the purposes therein mentioned, and that he with Catharine Muckinfulp and Mary Desel witnessed the same -
 Sworn before me the 4th day of January 1809.
 David J. Ravenel S.P. Recorded 4th January 1809.
 South Carolina

This Indenture made the seventh day of April in the year of our Lord one thousand eight hundred and in the twenty fourth year of the Sovereignty and Independence of the United States of America, Between Barnard Elliott of Charleston in the State aforesaid and Juliet ^{Wright} Georgiana Elliott his Wife of the one part, and Robert Gibbs and Lewis Gibbs, both of Charleston aforesaid of the other part, Whereas by Indenture bearing date the fifteenth day of March in the year of our Lord one thousand seven hundred and ninety eight, Between the said Barnard Elliott of the first part, the said Juliet Elliott (then Juliet Gibbs) of the second part, and the said Robert and Lewis Gibbs of the third part the said Juliet Gibbs did in contemplation of a marriage then intended to take effect, by and between her and the said Barnard Elliott by and with the knowledge and consent of her said intended Husband, Convey to the said Robert and Lewis Gibbs certain Negro Slaves therein named, being the personal property of which she the said Juliet Gibbs was then possessed, on certain Trusts and to certain uses therein more particularly set forth and expressed, and did also grant bargain sell assign and set over to the said Robert and Lewis Gibbs all and singular her distributive share and proportion of the undivided Estate of her late Father Robert Gibbs deceased with full power in her name to demand and receive from the Executors of her said Father all and singular the share and proportion of her the said Juliet of and to the aforesaid undivided Estate bequeathed to her by her said Father

432 to be by them when received and recovered from the said Executors held upon the trusts and to the uses therein also expressed, and whereas after the execution of the said Deed of Indenture, and since the said Marriage has been solemnized, the division of the Estate of the said Robert Gibbs hath taken place to wit on the day of February in the year of our Lord eighteen hundred, in and by which division the Negro Slaves hereinafter named to wit, Ancil, Jenny, Nester, Hector, Peggy, Phoby, Miley, Jack, Hagur, April, James, Juno, Martha, Harry, Peggy, Hercules, Bina, Hercules, Nanny, Nigian, Will, Bella, Monday, Rachel Lucretia, Princl, Lucy, Rachel, Frank, Amelia, Davy, William, Betsy, Syke, Patience, Adam, Aaron, Daphna, Charlotte, Aaron, Sile, Nester, Beck, Sarah, Renty, Duke, Owen, Molly, John, Rosetta, Moses, have been allotted off, and divided as the share of the said Juliet, of the undistributed part of her late Fathers personal Estate, and it is proper that the said Negro Slaves should be conveyed to and held by the said Trustees, on the Trusts and to the uses aforesaid conformably to the intention of the parties to the said Deed, Now this Indenture witnesseth that in consideration of the Marriage so had as aforesaid and in pursuance and performance of the agreement made previous to the said Marriage and in consideration of five shillings to them in hand paid at or before the sealing and delivery of these presents, the said Barnard Ellidtt and Juliet Ellidtt, have granted bargained and sold, assigned transferred set over, confirmed, and Do by these presents grant bargain sell assign set over and transfer and confirm to the said Robert and Lewis Gibbs their heirs Executors Administrators and Assigns All the said Negro Slaves to wit, Ancil, Jenny, Nester, Hector, Hector, Peggy, Phobe, Miley, Jack, Hagur, April, James, Juno, Martha, Harry, Peggy, Hercules, Bina, Hercules, Nanny, Nigian, Will, Bella, Monday, Rachel, Lucretia, Princl, Lucy, Rachel, Frank, Amelia, Davy, William, Betsy, Syke, Patience, Adam, Aaron, Daphna, Charlotte, Aaron, Sile, Nester, Beck, Sarah, Renty, Duke, Owen, Molly, John, Rosetta, Moses, and the future Offspring and Increase of the females being that portion of the personal Estate of the late Robert Gibbs Esquire which hath been allotted and divided off to

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433 The said Juliet Elliott since her intermarriage with the said
Barnard Elliott conformably to the will of her said Father, To -
Have and to hold the said Slaves and the Issue aforesaid to the said
Robert and Lewis Gibbs, and to the Survivor of them, and to the Heirs
Executors and Administrators of such Survivor upon the Trusts
and to the uses set forth and stated in the aforesaid Deed of In -
denture, that is to say, to the use benefit and behoof of the said
Barnard Elliott during the joint lives of the said Barnard
Elliott and Juliet Elliott his wife, and in case the said Juliet
should die in the life time of the said Barnard leaving issue
alive then upon the further trust to permit and suffer the
said Barnard to have receive and take to his own use the
issues and Profits of the labour of the said Slaves during his
natural life, and from and immediately after his decease,
In Trust to be equally divided among the Children of the said
Marriage if more than one share and share alike to be paid
or delivered them respectively at the age of ~~one~~ twenty years
or day of marriage, whichsoever should first happen, But if only
one, to the absolute use of him or her and his or her Heirs Executors
Administrators and Assigns for ever, But in case the said
Barnard Elliott should die in the life time of the said Juliet
Elliott leaving Issue alive, then In Trust to permit the said
Juliet to have receive take and apply to her own use the rents
issues and profits of the labour of the said Slaves for and during
the term of her natural life, and upon the decease of the said
Juliet Elliott, then In Trust to be equally divided among
the issue of the said Marriage share and share alike if more
than one, to be paid or delivered them respectively at the age
of one and twenty years or day of marriage whichsoever shall
first happen, and if there should be but one Child then
to such Child and his or her Heirs Executors Administrators
and Assigns for ever, But if at the time of the death of the
said Barnard Elliott or Juliet Elliott whichsoever may first
happen, there should be no issue living of the said Marriage,
then from and immediately after such death leaving no
lawful Issue of such Marriage, then In Trust to pay and
deliver over all the Negro Slaves and their Issue comprehended
in this Deed declaratory of the Settlement originally made by
the parties then presents to the sole and only use of the Survivor of
them the said Barnard Elliott and Juliet Elliott his or her Heirs

434 Executors Administrators and Assigns for ever, And further that they the said Bernard Elliott and Juliet Elliott shall and will from time to time and at all times hereafter at the reasonable request of the said Trustees the aforesaid Robert and Lewis Gibbs their Heirs Executors Administrators or Assigns make do acknowledge suffer and execute or cause or procure to be made done acknowledged suffered and executed all and every such further and other lawful and reasonable Act and Acts thing and things deed and Deeds, Conveyances and Appearances in the Law whatsoever, for the further better and more perfect assign- ing and sale making of the said Slaves with their issue aforesaid unto the said Robert and Lewis Gibbs their Heirs Executors Administrators and Assigns, as by the said Robert & Lewis Gibbs their Heirs Executors Administrators or Assigns or their Counsel learned in the Law shall be reasonably devised advised or required, and the said Bernard Elliott & Juliet Elliott further Covenant and agree to indemnify & bear harmless the said Trustees for all acts done by them lawfully in the premises, and reimburse and repay them respectively all such Costs Charges Damages and expences as they or either of them shall or may expend or be put unto in or about the execution in or about the execution of the Trusts hereby in them reposed or anything relating thereunto, In Witness whereof the said Parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

signed sealed and Delivered } Rob^t L. Gibbs (RS)
 Lewis L. Gibbs (RS)
 Juliet Georgiana Elliott (RS)
 Barn^d Elliott (RS)

In the presence of Daniel E. Huger
 William Downes
 South Carolina, Daniel E. Huger being sworn saith that he was present and did see Bernard Elliott and Juliet Elliott severally sign seal and as their several and respective Acts and Deeds deliver the within Instrument of writing to and for the uses and purposes therein mentioned and that he this Deponent and William Downes signed their names as witnesses to the due execution thereof.

Sworn before me this 23^d Jan^y 1869 Henry M^d Desaufray Judge of the Court of Equity Recorded 24th January 1869. Daniel E. Huger

South Carolina

V

This Indenture made the eighth day of April in the year of our lords eighteen hundred and in the twenty fourth year of the Sovereignty and Independence of the United States of America, Between Bernard Elliott of Charleston and State aforesaid and Suleet his wife of the one part, and Robert and Lewis Gibbs of Charleston and State aforesaid of the other part, Whereas the said Bernard Elliott acquired in marriage sundry negro Slaves the property of his wife Suleet Elliott, formerly Suleet Gibbs, and hath also lately received a considerable number of Slaves in right of his said wife, being her share of the heretofore undivided part of her late father Robert Gibbs's personal Estate, allotted to her by her Mother Sarah Gibbs pursuant to certain powers vested in her by the last will and Testament of the late Robert Gibbs Esquire, all which hath been settled on the said Bernard Elliott and Suleet his wife and the issue of such Marriage and in case of no issue on the Survivor of them, the said Bernard Elliott and Suleet Elliott in and by certain Deeds of Settlements duly executed between the said parties, and whereas the said Bernard Elliott hath agreed in consideration of his having acquired such Estate in Marriage and in consideration of the love and affection he bears his said wife, to settle part of his Estate on his said wife in case she should survive him, NOW THESE Indenture witnesseth that the said Bernard Elliott for and in consideration of his having acquired a considerable personal Estate by his wife, and in Consideration of the love and affection he bears her, hath granted bargained sold aliened conveyed released and confirmed and by these presents Doth grant bargain sell alien convey release and confirm (in their actual possession by virtue of a lease for one year bearing date the day next before the day of the date of these presents, and by virtue of the statute for transferring use into possession) unto the said Robert and Lewis Gibbs and the Survivor of them and to the heirs and assigns of such Survivor all that House and Lot of Land situate lying and being in the City of Charleston and State aforesaid, Butting and Bounding to the South on George Street to the West on St. Philip Street to the North on Land of the Estate of Edward M. Brady deceased, to the East on Land of Daniel Stevens Esquire, containing in front

on George Street one hundred and fifty eight feet, and in depth
 on St. Philips one hundred and fifty six feet, and the reversion
 and reversions, remainder and remainders rents issues and profits
 of all and singular the premises and every part and parcel
 thereof with the appurtenances, and the said Barnard Elliott
 hath also granted bargained sold assigned transferred set
 over and confirmed and by these presents doth grant bargain
 gain sell assign transfer set over and confirm to the said
 Robert and Lewis Gibbs and the survivor of them his heirs
 Executors Administrators and Assigns, all the Negro Slaves
 following to wit, Jonas, Selby, Diana, Guy, Beck, Boat
 man Joe, Arimont, Stephen, Morris, Arimont, Venus
 Bristol, Marum, Sam, Balinda, Molly, Hannah, Mill,
 Parris, Betty, Othella, Emanuel, Die and her Child
 Morris Nancy, Morris, Sarrak, Selby, Cyrus, Stepinay, Leah
 Fortimose, Cooper Toby, Lemo, and the issue and increase of
 the said female Slaves being the private property of the said
 Barnard Elliott, To have and to hold the said House and
 doth of Land and the said Negro Slaves and their issue aforesaid
 to the said Robert and Lewis Gibbs and the Survivor of them
 and to the heirs Executors and Administrators of such Sur
 vivor upon the special Trust and confidence nevertheless
 and to and for the several uses intents and purposes herein
 and hereby intended to be made and declared of and concerning
 the said House and doth, and the aforesaid Negro Slaves part
 of the private property of the said Barnard Elliott, and each
 and every of the parties to this Indenture hath agreed that
 the same shall be limited settled and assured in manner
 and form following that is to say, To the use benefit and
 behoof of the Barnard Elliott during the joint lives of the
 said Barnard Elliott, and his wife Inlet Elliott, and in
 case the said Barnard Elliott should die in the life time of
 his wife the said Inlet Elliott, then in trust to pay and
 deliver over all and singular the Estate and property herein
 and hereby intended to be settled and conveyed to the sole and
 only use of the said Inlet Elliott, To have and to hold the
 same to the said Inlet Elliott her heirs and assigns for ever
 and in case the said Inlet Elliott should die in the life
 time of the said Barnard Elliott, then in trust to pay and
 deliver over all and singular the Estate and property herein

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and hereby intended to be settled and conveyed to the sole and only use of the said Barnard Elliott, To have and to hold, the same to the said Barnard Elliott his Heirs and Assigns for ever, And the said Barnard Elliott and Juliet Elliott; Do by these presents further covenant and agree to and with the said Robert and Lewis Gibbs their Executors Administrators and Assigns, that they the said Barnard Elliott and Juliet Elliott shall and will from time to time and at all times hereafter at the reasonable request of the said Trustees the aforesaid Robert and Lewis Gibbs their Heirs Executors Administrators and Assigns make do act acknowledge suffer and execute or cause or procure to be made done acknowledged suffered and executed all & every such further and other lawful and reasonable act and acts thing and things, deed and deeds, conveyances and assurances in the law whatsoever for the further better and more perfect assigning and once making of the said House & lot and the said Negro Slaves with their aforesaid issue unto the said Robert and Lewis Gibbs their Heirs Executors Administrators and Assigns, as by the said Robert and Lewis Gibbs their Heirs Executors Administrators or Assigns or their Counsel learned in the law shall be reasonably desired advised or required, and the said Barnard Elliott and Juliet Elliott further Covenant and agree to indemnify and bear harm keep the said Trustees for all ^{acts} done by them lawfully in the premises, and to reimburse and repay them respectively all such Costs charges damages and expences as they or either of them shall or may expend or be put unto in or about the execution of the Trusts hereby in them reposed or any thing relating thereunto, In witness whereof the said parties to these presents have hereunto interchangeably set their Names and Seals the day & year first above written Rob: R. Gibbs (S) Lewis S. Gibbs (S) Signed Sealed & Delivered in the presence of Daniel E. Huger } Juliet Georgiana Elliott (S) William Lowndes } Barn Elliott (S) South Carolina, Daniel E. Huger being duly sworn with that he was present & did see Barnard Elliott & Juliet Elliott severally sign seal & as their several & respective Acts & deeds deliver the within Instrument of writing to & for the use & purposes therein mentioned & that he this Dependent & William Lowndes signed their names as witnesses to the due Execution thereof Sworn before me this 23rd Jan^y 1809 Henry M. DeSaunders Judge of the Court of Appeals } Records 24th Jan^y 1809

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438 South Carolina

Know all Men by these presents that I, John H. Tucker of All Saints Parish in the State aforesaid am held and firmly bound unto Benjamin Allston Junior of the same Parish and State, in the full and just sum of Thirty thousand Dollars to be paid to the said Benjamin Allston Junior his Executors or Administrators, to which payment well and truly to be made and done, I bind myself and each and every of my heirs Executors or Administrators firmly by these presents, Sealed with my seal and dated the twelfth day of January in the year of our Lord one thousand eight hundred and one, and in the thirty third year of the Independence of the United States of America, The Condition of the above Obligation is such that Whereas a marriage is shortly intended to be had and solemnized between the above bound John H. Tucker and Elizabeth Ann Allston Daughter of the said Benjamin Allston Junior, upon the Contract of which Marriage the said John H. Tucker has agreed to secure to the said Elizabeth ^{Ann} Allston and the Issue of the said intended Marriage, the sum of fifteen thousand Dollars in manner herein after set forth. If therefore the said Marriage shall take effect and the said John H. Tucker shall die in the life time of the said Elizabeth Ann Allston, his intended wife, leaving a Child or Children of the said intended marriage, then if the heirs Executors or Administrators of the above bound John H. Tucker do and shall pay or cause to be paid into the hands of the said Benjamin Allston Junior his Executors or Administrators the said sum of Fifteen thousand Dollars to be by him or them applied, upon the Trusts and for the ends and purposes following, that is to say that the said Benjamin Allston Junior his Executors or Administrators shall pay so much of the said sum of fifteen thousand Dollars as may be necessary for and towards the joint use and support of the said Elizabeth Ann Allston so surviving and the Child or Children of the said intended marriage, for and during the life time of the said Elizabeth Ann Allston and from and after the death of the said Elizabeth Ann Allston, that the said Benjamin Allston Junior his Executors or Administrators shall pay whatever may remain of the said sum of fifteen thousand Dollars after applying it as aforesaid to the Child or Children of the said intended Marriage to be equally divided among them here and

439 share alike (on which division, the issue of any deceased child shall take among them a share equal to that which it or their parent would have taken if living) as and when they shall severally attain the age of twenty one years, so much thereof as may be necessary to be applied, in the mean time, for their maintenance and Education, and in case the said John H. Tucker shall leave no issue of his Body on the Body of the said Elizabeth Ann Allston begotten, and the said Elizabeth Ann Allston survive the said John H. Tucker as aforesaid, then the said sum of fifteen thousand Dollars to be paid to the said Elizabeth Ann Allston her Executors and Administrators, But in case the said Elizabeth Ann Allston should die in the life time of the said John H. Tucker leaving issue of the said intended marriage, then if the heirs Executors or Administrators of the said John H. Tucker shall pay or cause to be paid into the hands of the said Benjamin Allston Junior (after the death of the said John H. Tucker) his Executors or Administrators the said sum of fifteen thousand Dollars, to be, by him or them paid to the issue of the said intended marriage in the proportions of manner and at the times above specified and set forth for the payment of the same in case of the said Elizabeth Ann Allston surviving the said John H. Tucker, then this obligation to be void, otherwise to remain in full force, Provided nevertheless and it is the true intent and meaning of these presents, that if the above bound John H. Tucker do and shall in his life time, either by deed or by his last will & testament well and sufficiently convey and secure real or personal property or both to the value of fifteen thousand Dollars unto the said Elizabeth Ann Allston and the issue of the said intended marriage in the same manner under the same limitations and conditions and subject to the same Trusts as are set forth and declared of and concerning the said sum of fifteen thousand Dollars, then and in such case also this obligation to be void and of no effect, otherwise to remain in full force and effect.

In Witness Whereof I have hereunto set my hand and Seal this 15th day of March 1811.

John H. Tucker

Sealed and Delivered in the presence of, the words "of the said John H. Tucker" being first interlined between the seven-teenth and eighteenth lines from the top of the second page.

A. Marwin, South Carolina, George Town District,
Personally appeared before me Baron Marwin who

440 being sworn made oath that he saw John H. Tucker sign &
seal the within Instrument of writing A Marvin
sworn before me this 8th of February 1809 John Wilson Jp
Recorded 15th February 1809.

V

South Carolina, This Instrument ^{testate} made the twenty first
day of November in the year of Our Lord One thousand
Eight hundred and eight Between George Barksdale
of Greenchurch in the State aforesaid of the first part
Rebecca Bee Edwards of Charleston in the State aforesaid
of the second part and James Fisher Edwards and
Alexander Marion Edwards of the same place of the
third part Whereas the said Rebecca Bee Edwards
was a slave of Capt. made by her Father is now free
and whereas also the said Rebecca under the Will
of her said Father is in her own right entitled to
one fifth part of all his undivided real & personal
Estate and whereas said a Marriage is agreed upon
and intended to be shortly had and solemnized
in and between the said George Barksdale and the
said Rebecca Bee Edwards and in the treaty of the said
Marriage it was agreed on by and between the said
Rebecca and the said George that previous to their
solemnization of the said Marriage the said Rebecca
should give and make over her said Negro Girl
the real and personal Estate to which she by said
Rebecca is entitled to under her father's Will unto the
said James Fisher Edwards and Alexander Marion
Edwards and the survivor of them and the heirs & assigns
of them and the same to be conveyed for ever upon the
trust and for the intent and purposes hereinafter
expressed and declared of and Concerning the same
Now this Instrumented Witnesses that in considera-
tion of the said intended Marriage and in pursuance
and performance of the said Agreements and in Considera-
tion of the sum of ten Billings of lawful Money to the
said Rebecca in hand paid by the said James Fisher
Edwards and the said Alexander Marion Edwards

at and before the sealing and delivery of these presents
 the receipt whereof is hereby acknowledged and for
 divers other good causes and considering that said
 Rebecca Bed Edwards with the consent and approbation of the
 said George Barksdale testified by his being a party
 to and sealing and delivering of these presents hath
 granted bargained aliened released assigned and set
 over and in these presents doth grant bargain alien
 release assign and set over unto the said James Fisher
 Edwards and the said Alexander Marion Edwards
 the survivor of them and the heirs Exors Admors and
 assigns of such survivor for ever all her rights title
 interest property or claim in or to the said Negro
 Girl Phoebe herein mentioned and also and singularly
 the Estate real and personal to which she is now
 entitled or may hereafter be entitled under or by
 virtue of her said father's will To have and to
 hold the said Negro Girl Phoebe and also and
 singularly the Estate real and personal hereby assigned
 as aforesaid unto every part and parcel of the same
 unto the said James Fisher Edwards and Alexander
 Marion Edwards and the survivor of them the heirs
 Exors Admors and assigns of such survivor for ever But
 nevertheless upon the trust and for the intents and
 purposes herein after expressed and declared of and
 concerning the same and for the consideration aforesaid
 that the said Rebecca Bed Edwards with the consent &
 approbation of the said George Barksdale (testified as
 aforesaid) and also by the said George Barksdale do
 and each of them doth make nominate and appo
 int and in their place and stead put the said
 James Fisher Edwards and the said Alexander Marion
 Edwards and each of them and the survivor of them and
 the Exors Admors and assigns of such survivor their
 true and lawful Attorney and Attorney for and in
 the Name and Names of them the said George Barksdale
 and Rebecca Bed Edwards and each of them but upon
 the trust hereinafter mentioned concerning the same
 to ask demand recover receive and take of and of

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from the Will of the last Will and Testament of
 the father of the said Rebecca and each of them
 and of and from all and every their heirs and assigns
 that is or shall or may be liable to pay or
 deliver or convey the said all such property real and
 personal as the said Rebecca being entitled under
 her fathers Will hath here by assigned and every part
 thereof respectively and on the receipt or taking thereof
 respectively or any part thereof respectively for and in the
 Name or Names of them the said George Bunker
 and Rebecca the said James Turner Edwards
 and Alexander Marion Edwards or either of them or
 the survivor of them the said Executors or Assigns of such
 survivor to give sign and execute any receipt or receipt
 acknowledgment or acquittance release or release or other
 effectual discharge or discharges for the same and
 non payment thereof or refusal to convey or transport
 for and in the Name or Names of them the said George
 and Rebecca and each of them to bring commence
 carry on prosecute any Actions or Actions suit or suits
 or other proceedings or proceedings whatsoever Generally
 to do execute and perform any other Act Deed
 Matter or thing whatsoever relative to the receipt
 or recovery of the said property real and personal
 hereby granted and assigned and every and any
 part thereof respectively as fully and absolutely
 to all intents and purposes whatsoever as they the
 said George and Rebecca or either of them might or
 could do in either of their proper person or persons
 And it is hereby agreed on and declared by and
 between the parties to these presents that the said James
 Turner Edwards and Alexander Marion Edwards and
 the survivor of them and the heirs Executors and
 Assigns of such survivor shall stand possessed of
 and interested in the said Negro Girl Phoebe so
 assigned to them and shall also stand seized of
 and possessed of all and singular the real and personal
 Estate to which the said Rebecca is entitled to under
 her fathers Will and which has been given granted

and assigned unto the said James and the said
 Alexanders upon the Trust and Confidence that is to
 say for the use of the said George Parkdale and the said
 Rebecca Bed Edwards during their Joint lives and from and
 immediately after the death of the said George in case
 the said Rebecca should survive him and there should
 be issue of the said Marriage then upon trust that the
 said Trustees and the survivor of them and the heirs Executors
 and Assigns of such Survivor do and shall
 immediately thereafter reconvey assign and redeliver
 unto the said Rebecca Bed Edwards and half of the said
 property real and personal here by intended to be secured
 and settled to be vested in her and her heirs for ever
 and from thence forth to be at their own will & disposal
 for ever and upon trust that the said Trustees shall
 hold the remaining half of the said property real
 personal in Trust for the sole and separate use of the
 said Rebecca Bed Edwards during her Natural life &
 from and after her death in Trust for the Child
 or Children of the said Marriage and the issue of
 the said Child or Children and if there should be
 no Child or Children of the said Marriage and no
 issue of any Child or Children of the said Marriage
 then in Trust for the heirs devisees or Legatees of the said
 Rebecca Bed Edwards and if the said Rebecca should
 survive the said George not having any issue of the said
 Marriage then in trust that the said James Fisher
 and Alexanders Marion and the survivor of them
 the heirs Executors and Assigns of such Survivor do
 and shall immediately thereafter reconvey assign
 and redeliver unto the said Rebecca ^{Bed} Edwards all and
 every part of the same here by intended to be secured
 and settled to be vested in her and her heirs for ever
 and in case the said Rebecca should die leaving the
 said George with issue of the said Marriage then in trust
 for the use of the said George during his Natural life
 and after his death in trust for the use of the Child
 or Children of the said Marriage and the issue of
 such Child or Children, but should the Rebecca die
 leaving the said George without any issue of the said

444 Marriage then in trust for the said George during his
Natural life and after his death in trust for the
heirs devisees Legates ~~and~~ of the said George
Provided also and it is ^{hereby} agreed and declared that
it shall and may be lawful to and for the said
James Fishers and Alexander Marriot or either of them
and the heirs Executors and Assigns of such
survivor at any time after the said Marriage with
the Consent of the said Rebecca and George or the
survivor of them, to sell transfer and dispose of
the said real and personal Estate herein granted
and assigned or any part thereof and with such Consent
to lay out and invest the Money arising from such
sales in the Names of the said James Fishers and
Alexander Marriot or the survivor of them the heirs
Executors or Assigns or such Survivors in Lands &
Negroes or other property and to stand seized ~~possessed~~
of and interested in such Lands and Negroes or other
property and the increase thereof or the said Trusts
as and herein is expressed and declared of and
Concerning the said real and personal Estate
now granted and assigned unto the said Trustees
Provided always and it is ^{hereby} agreed and declared
by the parties to these presents that if the said James
Fishers and Alexander Marriot or either of them or
any succeeding Trustee or trustees to be nominated
in their or either of their place or stead as is hereinafter
mentioned shall during the continuance of any of
the said Trusts happen to die or retire or be discharged
from the said Trusts or refuse to Act in the execution
of the said Trusts then and as often it shall & may
be lawful to and for the remaining or other Trustee
or the heirs Executors or Assigns of the survivor of them for
time to time as often as it shall secondly request
with the Consent or Approbation of the said George &
Rebecca or the survivor of them to nominate and
appoint any other person or persons to be a Trustee or
Trustees for the purposes intended in the stead or
place of the Trustee or trustees or dying desiring to
be discharged or refusing to Act as aforesaid

Marriage -
H. H. Cases

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and when either of the present trustees or any future trustee or trustees shall desire to be discharged from the said Trust it shall and may be lawful to and for him or them to resign release assign relinquish and give up his and their trust and interests as appertains to the other trustee or trustees and every new trustee, with the former trustee shall in like manner have full power as often as is necessary with the consent of the said George and the said Rebecca or the survivor of them to nominate and appoint any other person or persons to be a trustee or trustees for the purpose aforesaid in the room or stead of any former trustee or trustees or dying leaving to be discharged or actually released from the said Trust In Witness whereof the said parties have hereunto set their hands and seals on this day and in the year first above written

Rebecca B. Edwards (S) George Backsdale (S)
 James F. Edwards (S) Alexander M. Edwards (S)
 sealed and delivered in the presence of John Gassden
 Henry M. Holmes

Received this twenty first day of November 1808 the Consideration Money Within Mentioned of
 Charleston S.C. — James F. Edwards

John Gassden being duly sworn made oath that he was present and saw Rebecca B. Edwards, George Backsdale, James F. Edwards & Alexander M. Edwards sign seal and deliver the Within Instruments of Writing for the purpose therein mentioned and that he together with the Henry M. Holmes Witnessed the same Subscribed to before me 15 April 1809. Dan. S. Ravenel S.C.
 Recorded 15 April 1809 —

Marriage de
 H. de Caracennue

(N° 412.) ✓

Par devant Charles Laurent Bordin et son Collègue, notaires
 à Paris Souffignés
 Jurés présents

Monsieur Jacques Albert Marcel, bourgeois de Lorraine en
 suite de Négociant de la même ville ou il demeure ordinairement étant
 de présent à Paris logé rue Croix des petits Champs, hôtel de Bretagne N° 114,
 quatrième arrondissement, fils majeur de défunt Paul Samuel Marcel,

446 bourgeois de Lausanne et aussi négociant en la dite Ville et de
dame Suzanne Albertine Jacqueline Payer, son épouse, native
de Vauve, dont il déclare avoir le consentement à l'effet du
mariage et après, stipulant & contractant pour lui & en son nom
..... D'une part.

Et Monsieur Jean Martin Debat dit Caroneuve, ancien
entrepreneur général des fourages et des transports et Convois Militaires
demeurant à Paris rue Française N° 3 dix^m son Conseil. Cinquiesme
arrondissement et dame Pierrette Françoise Michel, couturière,
demeurant à Paris, rue St Germain. Lauxerrois N° 85, dix^m
du Museum. quatriemes arrondissement

Tous deux époux divorcés suivant l'acte de la prononciation faite
de leur divorce par Monsieur Nicolas Veron juge de Paix du troisième
arrondissement de Paris, faisant les fonctions d'officier public
de l'état civil en date du vingt sept Germinal an Dix, dont
une expédition délivrée par Charles, Secrétaire de la Mairie du
troisieme arrondissement à Paris le six Floreal an treize a été enregistrée
le même jour six Floreal par Rispert.

Agissant et stipulant pour dem^{lle} Marie Debat dit
Caroneuve, leur fille mineure, issue de leur mariage, demeurant
à Paris chez son père, susdit rue Française N° 3, et a présente,
stipulant & contractant par elle-même en la dite autorisation
pour elle & en son nom D'autre part.

Lesdites parties comparantes dans la vue du mariage proposé
entre ledit sieur Mariel et la dite dem^{lle} Debat dite Caroneuve
et qui sera incessamment proclamé sous les formes légales, ont
fait & arrêté les clauses & conditions civiles du dit mariage
ainsi qu'il suit :

En présence de Albert & Marcel bourgeois de Lausanne
& négociant de la même Ville, y demeurant ordinairement etant de
présent à Paris logé rue Croix des petits Champs hôtel de Bretagne
Cousin Germain du futur époux

Et Mad^{lle} Claudine Armande Debat dite Caroneuve
sœur de la dite dem^{lle} future épouse

Art^e 1^{er}

Les futurs époux seront séparés de biens, par suite, ils ne
seront point tenus des dettes et hypothèques l'un de l'autre,
antérieures ni postérieures au mariage et s'il y en a, elles
seront payées & acquittées par celui des dits futurs époux qui les
aura faites & contractées ou du chef duquel elles procéderont.

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Art. 2.

Chacun des futurs époux, aura à part le divinement de tous ses biens meubles et immeubles, présents et à venir, et à cet effet le dit futur époux autorise dès à présent et irrévocablement la future épouse, à regir et administrer tous ses biens meubles et immeubles présents et à venir, à toucher et recevoir, ses revenus, intérêts et bénéfices ainsi que toutes sommes mobilières et à faire tous actes d'administration relatif à ses biens.

Art. 3.

Le futur époux de marié avec les biens et droits, à lui appartenant et dont la désignation dans le présent contrat devient inutile, au moyen de la stipulation de non communauté portée en l'article premier.

Art. 4.

Les biens que la dite veuve future épouse, apporte au dit mariage et qu'elle se constitue en dot, consistent dans les effets mobiliers, vêtements, linges, hardes, bijoux et dentelles à son usage, le tout de valeur y compris ses deniers comptants de la somme de quatre mille deux cents francs et provenant de ses gains et épargnes, ainsi qu'elle le déclare et que ses dits père et mère, reconnaissent, de tous lesquels objets composant l'apport et dot de la dite d^{lle} future épouse, il a été justifié au dit futur époux qui la reconnaît et consent d'être chargé garant et responsable de la dite dot envers la dite future épouse, ses héritiers et représentants par le seul fait de la proclamation du dit mariage, à l'effet de quoi il affecte, oblige et hypothèque tous ses biens meubles & immeubles présents et à venir.

Art. 5.

Nonobstant la séparation de biens établie par l'article premier il est expliqué & convenu que tous les meubles meublans et effets mobiliers qui garniront les lieux qu'occuperont ensemble les futurs époux et destinés au service commun appartiendront par moitié à chacun d'eux et qu'il n'y aura d'exception à cet égard que pour les effets qui par leur nature et leur destination paraîtront être à l'usage personnel de l'un d'eux.

Art. 6.

La demoiselle future épouse ne pourra être tenue de contribuer en aucune manière aux dépenses du ménage ni aux frais d'entretien d'elle et de ses enfans, toutes lesquelles dépenses et frais, demeureront à la charge spéciale du dit futur époux qui la supportera seul.

Art. 7.

Si pendant le dit mariage, il est contracté par la dite future épouse conjointement avec son mari, des obligations et

engagements, ou aliéné sous son autorisation) quelques immeubles à elle appartenant et dont le prix n'ait point été employé à son profit pendant le mariage, la dite future épouse, et ses héritiers en seront garantis et indemnisés par ledit futur époux, les héritiers & représentants à l'effet de quoi tout privilège & hypothèque sont acquis à la dite dem^{lle} future épouse, sur tous les biens meubles et immeubles présents et à venir du dit futur époux.

Art. 8.

Lors du décès de l'un des dits futurs époux & à partir du jour du dit décès le survivant aura conformément aux lois & coutumes de l'Helvétie et soit qu'il se trouve alors ou non des enfants du mariage l'usufruit & l'usage pendant sa vie de la moitié de tous les biens de toute nature qui composeront la succession du prédécédé; pour la dite moitié de biens après le décès du survivant et la cessation de son usufruit, retourneront soit aux enfants soit aux autres parents du premier degré.

Si les enfants existants du dit mariage lors du décès du premier mourant des futurs époux, étaient mineurs, le survivant aura également la jouissance de l'autre moitié à eux réservée des biens de la succession de leur père ou mère prédécédé, sous la surveillance des deux tuteurs, requis par la loi ou désignés par le testament du défunt, à la charge par le dit survivant, d'élever, nourrir, entretenir et éduquer les dits enfants convenablement et conformément à leur état & fortune, laquelle jouissance se continuera jusqu'à la majorité successorale des dits enfants, à l'époque de laquelle la portion héréditaire revenant à chaque enfant dans la moitié des biens de la succession de son père ou de sa mère prédécédé, lui sera délivrée et présumptée en nature ou espèces, pourvu toutes fois que les revenus de cet enfant aient pu suffire pour faire face aux dépenses de ses nourritures, entretien et éducation & que le survivant & les deux tuteurs ne se soient par trouvés dans la nécessité pour raison d'insuffisance et après en avoir pris acte dans la forme ordinaire d'entamer les capitaux auxquels cas, la déduction sera faite de la somme prélevée pour cet usage, et le survivant, ne demeurera comptable envers son enfant, que du surplus ou restant de la portion héréditaire du dit enfant.

Art. 9.

Dans le cas où le survivant des dits futurs époux viendrait à se remarier, son droit d'usufruit & jouissance de la moitié des biens de la succession du prédécédé, si cette moitié excède quinze mille francs, demeurera réduite et fixé à la jouissance d'une somme capitale de quinze mille francs, que le survivant prélevera et conservera sur la moitié qui lui aurait été départie d'abord pour en jouir conformément à l'article huit & l'excédent retournera aux héritiers naturels de l'époux prédécédé, mais si ce sont des enfants & qu'ils soient mineurs, le dit excédent ainsi que l'autre moitié des biens dévolus aux dits enfants seront mis en réserve, lors du convol en secondes noces du survivant et administrés par lui et deux tuteurs pour le revenu des dits biens être employé à l'entretien et éducation des enfants jusqu'à leur majorité sauf en cas d'insuffisance le morcellement des capitaux d'après l'observation des formes et de la manière réglée par l'article huit qui précède.

Art. 10.

Le droit de jouissance attribué au survivant des dits futurs époux, soit de la moitié de la fortune du prédécédé, soit d'un capital de quinze mille francs seulement, dans les cas prévus par les articles huit et neuf cy dessus, sera libéré de toutes entraves et le dit survivant en usera en nature dans chaque espèce de biens sans pouvoir être astreint à l'égard des deniers comptans et effets mobiliers à en faire emploi ou à fournir caution, dont par leur mutuelle confiance, les dits futurs époux se dispenseront respectivement.

Art. 11.

Le décès de l'un des époux arrivant dans un autre pays que celui dont le survivant est originaire, si le dit survivant veut retourner soit en Suisse, soit en France, il aura le droit de réclamer et de faire précompter sur la portion de la succession du prédécédé, dont il n'aura point la jouissance, une somme de deux mille quatre cent francs pour ses frais de voyage et retour.

Art. 12.

Pour l'assurance de la parfaite exécution de toutes les clauses et stipulations portées au présent Contrat, les dits futurs époux pourront prendre réciproquement inscription sur les biens l'un de l'autre à fin & mesure qu'il leur en viendra, ou qu'ils en acquiesceront, et en attendant les

dits futurs époux (la dite future épouse autorisée spécialement de ses dits père & mère, affeûté, obligant & hypothéquant généralement tous leurs biens meubles et immeubles, présents et à venir.

Art. 13^e

Les dits futurs époux se réservent expressément la faculté de pouvoir profiter des dispositions des lois et coutumes des pays qu'ils habiteront, pour ajouter si bon leur semble aux avantages qu'ils se sont respectivement assurés par ces présentes; mais ils ne pourront les atténuer ni affaiblir en aucune manière et elles renouvent respectivement à pouvoir y porter atteinte par aucune disposition particulière postérieure au mariage.

Art. 14^e et dernier

C'est ainsi que le tout a été convenu et accordé entre les parties, promettant, obligant renouvent

fait & passé à Paris pour toutes les parties en l'Étude & pour les dits parents et amis en leurs demeures le dix-neuf floreal de l'an treize et ont les dites parties avec les dits parents & amis & les dits Notaires signé après lecture faite la minute des présentes demeurée au dit Charles Laurent Bordin, l'un des notaires à Paris soussigné en marge est écrit, enregistré à Paris Cinquiesme arrondissement le Vingt floreal an treize, deux six francs soixante centimes signé Delaguette

Paris Sept mots ammu ouls

Expédition

Gobin

Bordin

Nous président de la 4^e section du tribunal de première instance du département de la Seine, certifions que les signatures apposées au bas de l'acte qui précède d'autres parts, sont celles de M^{rs} Bordin & Gobin notaires Impériaux à la résidence de Paris & que foy doit y être ajoutée tant en l' jugement qu' hors: en foi de quoi nous avons fait apposer le sceau du dit tribunal à Paris le Vingt thermidor an treize

Sabarot

Le grand Juge ministre de la justice, certifie à qui il appartiendra que M^r Sabarot qui a legalisé l'acte des autres parts est tel qu'il