

acts thing and things devices conveyances and assurances in the law what
 - sound which may be necessary for the further better and more effectual con-
 - veying assuring and assigning all and singular the aforesaid premises herein
 before mentioned upon the trusts and to the uses intents and purposes herein
 before mentioned limited or declared of and concerning the said according
 to the true intent and meaning of these presents and of the parties hereto as
 by the said William Russell and Thomas Denny or the survivor of them
 their or either of their heirs executors or administrators or his or theirs as counsel
 learned in the Law shall be reasonably devised advised or required

In witness whereof the said parties to these presents have hereunto set
 their hands and seals on the day and in the year first above written —

Sealed & delivered in

the presence of

James Dennison

James S. Neilson

Mary Ann Aitchison (S)

Robert Tennant (S)

Wm Russell (S)

Thos. Denny (S)

The following is a list or schedule of the Household Furniture referred
 to in the marriage settlement of Mary Ann Aitchison and made a
 part thereof

2 Bed Steads and Bedding. 2 Chests Drawers & Wash Stand 1 Work table
 2 Tea Tables 1 set dining Tables & side Board 26 Chairs 2 Complete sets
 Tea China 1 ditto. Glass Ward 1 ditto. Crockery ditto. 1 ditto. Knives
 & Forks & ditto. Table mats & Quarters 2 Looking Glasses 1 pair Glass
 shades 2 pair plates Candelsticks 1 set Castors (Silver) 1 Dozen Table
 spoons ditto. 1 ditto Tea ditto ditto. 1 pair Smuffen & Hand ditto.
 Sugar Tongs, soap Laddles & ditto. 1 Complete sett Table Linen, Towels &
 1 Carpet & Rug, and 1 set Carpets. 2 pair Fire dogs & 1 Urn Stand
 2 sets Fire Irons & 1 Broom 1 set Chimney Ornaments. a Lot of Books
 1 Complete set Kitchen Furniture &c.

James S. Neilson being duly sworn made oath that he was present
 and saw Mary Ann Aitchison Robert Tennant Wm Russell and
 Thomas Denny sign seal and deliver the within Instrument of writing
 for the uses and purposes therein mentioned and that he together with
 James Dennison witnessed the same

Sworn to before me the 21st April 1813 W. Smith J. P.

— Recorded 21st April 1813 —

South Carolina

This Indenture Tripartite made the 23rd
 day of March, in the year of our Lord One thousand eight hundred and
 Thirteen and in the thirty seventh year of American Independence.

Between Amarintha Jenkins of Colisto Island, in the State of
 South Carolina aforesaid Spinster of the first part William Walker

son of Saint Bartholomew Parish of said State of the second part and Benjamin Seabrook of said State of the third part. Whereas a Marriage by Gods promise is shortly intended to be had and solemnized between the said Amarantha Jenkins, and the said William Wilkinson. And whereas the said Amarantha Jenkins at the time of executing these presents is entitled to an undivided share or proportion of the Real and Personal Estate of her late Father Daniel Jenkins Senior late of said Island aforesaid deceased; and is also entitled to an undivided share or proportion of the Estate and Effects of her late Mother Mrs Martha Jenkins of said Island aforesaid deceased. And whereas upon the Treaty of and previous to the intended marriage aforesaid it hath been and is agreed by and between the said Amarantha Jenkins and the said William Wilkinson, that the undivided shares or proportions of the Real and Personal Estates of the said Daniel and Martha Jenkins deceased, to which the said Amarantha Jenkins is entitled as aforesaid shall be by her granted released and assigned to and vested in him the said Benjamin Seabrook his heirs Executors Administrators and assigns upon the Special Trusts and Confidence, and to and for the several uses intents and purposes herein after mentioned, limited, expressed and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the said intended Marriage, and also of one dollar to the said Amarantha Jenkins in hand paid, by the said Benjamin Seabrook the receipt whereof is hereby acknowledged, and for divers other good and sufficient Causes and Considerations heretofore specially moving, she the said Amarantha Jenkins (by and with the privity and consent of the said William Wilkinson her intended husband, testified by his being a party to and executing these presents) hath granted bargained, sold aliened remised released, conveyed and confirmed, and by these presents, doth grant, bargain sell, alien, remise release, Convey and Confirm unto the said Benjamin Seabrook his heirs Executors Administrators and assigns, the said undivided shares and proportions of the real and personal Estates of the said Daniel and Martha Jenkins deceased, to which she the said Amarantha Jenkins is entitled as aforesaid; to have and to hold the same and every part thereof together with the Income and Profits and future issue and

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203 increase arising therefrom, unto him the said Benjamin Seabrook his
heir Executors, Administrators and assigns upon the several trusts
and Confidences hereunto, and to and for the several uses, intents and
purposes herein and hereby intended to be made, limited and declared
of and concerning the same. And as for and concerning the said several
uses and trusts herein and hereby intended to be made, limited, expressed
and declared of and concerning the said Real and Personal Estate to which
the said Amarantha Jenkins is entitled as aforesaid, each and every
of the parties to this Indenture hath agreed that the same and every part
thereof shall be limited settled and assured in manner following that
is to say, In Trust and to and for the said Amarantha Jenkins
her heirs, Executors Administrators and assigns until the Solemnization
of the said intended marriage, and from and immediately after the
solemnization thereof, then in Trust that he the said Benjamin
Seabrook his heirs, Executors, Administrators and assigns, do and shall
during the joint lives of the said William Wilkinson and Amarantha
his Wife, well and truly permit and suffer the said William Wil-
kinson to have the use occupation and enjoyment of the said Trust
Estate, and to receive and take the rents Income Proceeds and profits
arising issuing or proceeding therefrom, to his own proper use benefit
and behoof, without any restraint, Controul or intermeddling of or by
the said Benjamin Seabrook his heirs Executors, Administrators or
assigns. - on any account or pretence whatsoever. and upon the death of
either of them the said William Wilkinson and Amarantha his wife
then upon this further Trust and Confidence, that he the said Benjamin
Seabrook his heirs Executors, Administrators or assigns, do and shall permit
and suffer the Survivor of them the said William Wilkinson and
Amarantha his wife, as the Case may happen, to have the use occupa-
tion and enjoyment of the said Trust Estate, and to receive and take
the Rents Income Proceeds and profits arising, issuing and proceeding
therefrom, to the proper use, benefit and behoof of such Survivor, without
any restraint, Controul or interruption of or by the said Benjamin Seabrook
his heirs Executors Administrators or assigns, on any account or pretence
whatsoever. and upon the death of the Survivor of them the said
William Wilkinson and Amarantha his Wife then in Trust to and
for the use, benefit and behoof of the Issue of the said William Wilkin-
son and Amarantha his wife, who shall be alive at the time of the
death of the Survivor of them and who shall live to attain the several
and respective ages of Twenty one Years, or days of Marriage: To
hold the said Trust Estate upon their attaining the said ages

204 days of Marriage, to such Issue if more than one, to them, their
heirs, Executors, Administrators and assigns for ever; and if but one
then to him or her, his or her heirs, Executors administrators and
assigns for ever, freed from and without any other Trust whatever
But in Case that either of them the said William Wilkinson
and Amarithia his wife, should happen to die without Issue,
then upon the death of either of them the said William Wilkinson
and Amarithia his wife, without Issue, upon the further
Trust and Confidence, that he the said Benjamin Jeabrook
his heirs, Executors, Administrators, and assigns, do and shall
permit and suffer the Survivor of them the said William
Wilkinson and Amarithia his wife, to take and enjoy the
said Trust Estate, together with the Income and Profits, and
also the future issue and increase arising therefrom: To hold the
same unto such Survivor, his or her heirs, Executors, Administra-
tors and assigns fully and absolutely for ever, acquitted and
discharged of and from all further Trust, Confidence, limita-
tion or Appointment in any wise howsoever. And the said William
Wilkinson for himself his heirs, Executors and Administrators doth
by these presents covenant, promise and agree to and with the
said Benjamin Jeabrook his heirs, Executors, Administrators and
assigns, that he the said William Wilkinson his heirs, Executors
& Administrators shall and will from time to time, and at all
times hereafter upon the reasonable request of the said Benjamin
Jeabrook his heirs, Executors or Administrators make do and
execute, or cause and procure to be made, done and executed
all such further and other lawful and reasonable Acts deeds and
Conveyances in the Law for the Corroboration and confirming of
these presents, and for the further and better Conveying and
assigning the Trust Estate herein before mentioned, and intended
to be granted, released and assigned unto the said Benjamin
Jeabrook as Trustee aforesaid, his heirs, Executors, Administrators
and assigns, as by him the said Benjamin Jeabrook his heirs
Executors, Administrators or assigns, or his or their Counsel learned
in the Law, he the said William Wilkinson his heirs, Executors
and Administrators shall be reasonably devised or advised and
required. In Witness whereof the said parties, to these presents have
resourts interchangeably set their hands and seals on the day
and in the Year first above written.

Amarithia Jenkins (Wife) William Wilkinson (Esq) Ben^{je} Jeabrook (Esq)

205 Sealed and delivered in the presence of Daniel Townsend
John Mickell Junr. State of South Carolina Charleston District
personally appeared Daniel Townsend one of the subscribing witnesses
who being duly sworn according to Law deposed that he did see
William Wilkinson, Amaranthia Jenkins and Benjamin Seabrook
sign seal and as their act and deed deliver the within Instrument
for the uses and purposes therein mentioned and that he and John
Mickell Junr. subscribed their names as witnesses and that in the
presence of each other
Sworn to this first day of April 1813. Wm. Seabrook 2. 46
Recorded 23^d April 1813.

State of South Carolina

This Indenture made the twenty fourth
day of December in the year of our Lord one thousand eight hundred &
twelve & in the twenty seventh of the sovereignty & Independence of the
United States of America between Thomas Heyward of St. Lukes parish
in the State aforesaid planter of the first part & Ann E. Cuttbert of
Prince Williams parish in the State aforesaid Spinster of the second
part & John Alexander Cuttbert Senior James Cuttbert Thomas Cutt-
bert John Alexander Cuttbert Junior & George King Cuttbert of Prince
Williams parish in the State aforesaid of the third part. Whereas
a marriage is shortly intended to be had & solemnized by & between
the said Thomas Heyward & Ann E. Cuttbert and whereas the said
Ann E. Cuttbert is now possessed of certain negro slaves which were
bequeathed to her by her late Grandmother Mary Cuttbert & David
Heyward & other slaves mentioned in the Schedule hereunto annexed
and whereas upon the treaty of & previous to the said intended marriage
it hath been & is agreed upon by & between the said Thomas Heyward
& Ann E. Cuttbert that the estate aforesaid should be by her granted
& assigned to & vested in them the said John A. Cuttbert Senior James
Cuttbert Thomas Cuttbert John A. Cuttbert Junior & George K.
Cuttbert & the survivor & survivors of them & the heirs, executors or
administrators of such survivor or survivors upon the special trust
& Confidence nevertheless & to & for the several uses intents & purposes
herein after mentioned limited expressed & declared of & concerning
the same, Now this Indenture witnesseth that in pursuance of
the said agreement & in Consideration of the said intended mar-
riage & also of twenty dollars to the said Ann E. Cuttbert in hand
well & truly paid the receipt whereof is hereby acknowledged & for
divers other good & sufficient causes & considerations her therunto

moving she the said Ann & Cuttbert by & with the consent & consent of the said Thomas Keywards her intended husband testified by his being a party to & executing these presents hath granted bargain'd & sold & by these presents doth grant bargain & sell & in plain & open market deliver unto the said John A. Cuttbert Sen: James Cuttbert Thomas Cuttbert, John A. Cuttbert Jr: the herein before mentioned negroes & other slaves together with the future issue & increase of the females. To have and to hold the said negroes & other slaves with the future issue & increase of the said females & all & singular other the premises herein before mentioned or meant & intended to be hereby assigned transferred & set over unto them the said John A. Cuttbert Sen: James Cuttbert Thomas Cuttbert John A. Cuttbert Jun: & George W. Cuttbert & the survivors & survivor of them & the heirs executors or administrators of such survivor upon this special trust & Confidence nevertheless & to & for the several uses intents & purposes herein & hereby intended to be made limited & declared of & concerning the same. And each & every of the parties to this indenture hath agreed that the same shall be limited setled & assured in manner following that is to say upon trust that the said John A. Cuttbert Sen: James Cuttbert Thomas Cuttbert John A. Cuttbert Jun: & George W. Cuttbert shall permit & suffer the said Thomas Keywards to possess make use of employ & work the said negroes & their future issue & increase & to receive & take the profits or his of the said negroes free from the control hindrance interruption or molestation of any person or persons whomsoever for & during the natural life of the said Thomas Keywards and from & immediately after the decease of the said Thomas Keywards then upon trust in case the said Ann & Cuttbert shall survive the said Thomas Keywards to permit & suffer the said Ann & Cuttbert to have & enjoy the said negroes in as full & ample manner for & during the term of her natural life as the use & right of the said Thomas Keywards for his natural life and herein before expressed & declared and from & after the death of the survivor of them the said Thomas Keywards & Ann & Cuttbert then to the use & behoof of the issue of the said Thomas Keywards & Ann & Cuttbert as shall be living at the time of the decease of such survivor thereof share alike and the interest & produce of all & every such child or childrens parts shall from time to time at the discretion of the

said trustees to pay & apply for & towards the education & maintenance of such child or children until their respective ages of twenty one years or marriageable at which time their respective parts & portions of the said moneys are hereby agreed to be assigned transferred paid & disposed of & to them respectively and the parts & shares of such child or children so dying before the age aforesaid or day of marriage shall go & be equally divided between & amongst the survivors or survivor of such child or children when & as their Respective parts or shares shall or have become due & payable. But if the said Ann. B. Cutbush should die in the life time of the said Thomas Keyward his intended husband & leaving as if said then in trust for the use of the said Thomas Keyward for the term of his natural life & after his death then in trust to deliver over the whole of the hereby intended to be secured promises to such person or persons as she the said Ann. B. Cutbush shall by any deed in writing purporting to be her last will & testament notwithstanding her coverture therein named limited & appointed to him her or them & to his her or their heirs & assigns for ever. And the said Thomas Keyward for himself his executors or administrators doth by these presents covenant & agree to & with the said John A. Cutbush Senr. James Cutbush Thomas Cutbush. John A. Cutbush Junr. & George W. Cutbush their executors or administrators that he the said Thomas Keyward his executors or administrators shall & will from time to time & all times hereafter upon the reasonable request of them the said John A. Cutbush Senr. James Cutbush Thomas Cutbush. John A. Cutbush Junr. & George W. Cutbush their executors or administrators make do & execute or cause or procure to be made done & executed all such further & other reasonable & lawful acts & deeds in the law for the corroborating & confirming these presents. In Witness whereof the said parties to these presents have interchangeably set their hands & seals the day & year first above written.

Ann B. Cutbush (S^c)
 Thomas Keyward (S^c)

sealed & delivered in the presence of William Taylor Daniel D'Oyley William Martin --

Rec^d. of the within named John A. Cutbush Senr. James Cutbush Thomas Cutbush John A. Cutbush Junr. & George W. Cutbush trustees within named the sum of thirty dollars the consideration money within mentioned to be paid by them to me

Ann B. Cutbush

The Schedule to which the within deeds refer --
 Primus in lieu of Lot bequeathed by Mrs Mary Cutbush. Friday Sackoy Old Kiggad Mall & her son Samy being her portion under the will of Mrs Ann Keyward under the term of "other Mares"

* Situate lying and being on the west side of Wall Street in Charleston aforesaid measuring and containing six United States feet
 and in depth ninety and six inches, as extracted to the same a little more or less and sitting and bounding Eastward
 on Wall Street aforesaid Westwardly on Lot [118] number eight, Westwardly on a lot belonging to James Mackie deceased and West
 - wardly on the other half of the said lot numbered nine [119]

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are included all those which are given to her by her father & are as follows Sandy Flora (Betty & her childen Cesar) Kristin Peggy, Carolina (Sally Leah & their childen Sally & Isaac) Mary and their children Samy & Binia) Abam, Liza & their children (Juno and Judy) and Girl Rachab

Doctor Daniel D'Oyley being duly sworn deposes that he was present & saw the parties within mentioned to this deed of Marriage settlement sign & seal the same and that himself together with William Taylor & William Martin subscribed their names as witnesses to the said execution of the same

Sworn to before me 26th February 1813 Ch: J Jenkins Bay: M C. B. G.

Daniel D'Oyley

Recorded 1st May 1813

State of South Carolina

This Indenture made the fourth day of May in the year of our Lord one thousand eight hundred and thirteen between Francis White of Charleston & State aforesaid widow of the one part, John Watkinson of the second part, and Christopher Nelson of the same place of the third part, Witnesseth that whereas marriage is soon intended to be had and solemnized by and between the said John Watkinson and Francis White - and whereas the said Francis White is seized and possessed of an Estate both real and personal, now in consideration of the intended marriage with the privity and consent of the said John Watkinson, his intended husband the said Francis White hath granted bargained and sold, and by these presents doth grant bargain & sell unto to the said Christopher Nelson his heirs and assigns, all that lot, piece or parcel of land being the northern most moiety or half part of a lot of land known and distinguished in the General Plan of the lands of the Estate of Christa - pher Guedden Esq: deceased, by number nine [109],* together with all and singular the rights members, hereditaments and appurtenances to the said lot or parcel of land, belonging or in any wise incident or appertaining also sundry slaves as follows, To wit Maria a mulatto wench Lavinia, a negro wench, Francis a negro wench Cera a negro wench, William a negro boy Maria a negro wench and her child, Charlotte and her two children named Chli and Sam. Kate and her child Mary Fena a negro wench, and a Horse and Chaise To have & to hold all and singular the premises and Estate aforesaid, both real and personal together with the future issue and Increase of the said female slaves unto the

saide Christopher Nelson his heirs and assigns forever In special Trust
 however and to the uses intents and purposes, and by with, under, and sub-
 ject to the power, provisions, limitations and declarations, herein after limited
 expressed and declared, That is to say In the sole and separate use and
 benefit of the saide Francis, both before her saide intended marriage and
 also after the same shall have taken place, and the same, and every part
 and parcel of the Estate and premises aforesaid both real and personal
 to remain forever during the natural life of the saide Francis at her
 free and absolute control and disposal, by deed, or deeds of gift, grant bargain
 sale and conveyance, or by her last will and Testament as fully and amply at
 all times after the solemnisation of the saide intended marriage to all intents
 and purposes, as if she were a feme sole and unmarried - In witness whereof
 the parties hereto, have set their hands and seals the day and year first
 above written

Francis White (S^r)

John Watkinson (S^r)

Christopher Nelson (S^r)

signed sealed and delivered in
 the presence of Isaac Trigg Rich^d Wall J

Isaac Trigg being duly sworn made oath that he was present
 and saw Francis White John Watkinson and Christopher Nelson
 sign seal and deliver the foregoing marriage settlement for the uses intents
 and purposes therein mentioned and that he together with Richard
 Wall witnessed the same

Sworn to before me the 6th May 1813 Dan. J. Ravenel J. P

Recorded 6th May 1813

South Carolina

This Indenture Tripartite, made the Eighth day of
 April in the year of our Lord, one thousand eight hundred and thirteen
 Between Thomas Bampfild of Charleston in the State aforesaid Elder
 of the first part, Sarah Hawie of the same place, Spinster of the second
 part, and Thomas Uinstanby and James Bampfild of the said City
 Gentlemen, of the third part; Whereas a marriage is intended by God's
 permission, shortly to be had and solemnized between the saide Thomas
 Bampfild and the saide Sarah Hawie, and whereas the saide Sarah
 Hawie at the time of executing these presents is seized in fee and possession
 of the Lot of Lands and premises herein after described and is also possessed
 of and intitled to the personal Estate herein after mentioned
 And whereas upon the Treaty of the saide intended marriage, it
 hath been and is agreed by and between the saide Thomas Bampfild
 and Sarah Hawie that the saide real and personal Estate of the
 saide Sarah Hawie and also all other Estate and property to which
 the saide Sarah Hawie may become intitled, shall be conveyed assigned
 transferred settled and secured to, for and upon the several uses and

210 Intents and purposes herein after mentioned, expressed and
declared of and concerning the same Now this Indenture wit-
-nesseth that in pursuance of the said agreement and in Consid-
-eration of the said intended marriage, and also, in consideration
of the sum of five Dollars to the said Sarah Hawie by the
said Thomas Winstanley and James Bampfieeld in hand well
and truly paid, the receipt whereof is hereby acknowledged, she
the said Sarah Hawie (by and with the knowledge, privity, con-
-sent and approbation of the said Thomas Bampfieeld, testified
by his being a party to and executing of these presents) hath granted
bargained sold and Released, and by these presents, doth grant
bargain, sell and release unto the said Thomas Winstanley and
James Bampfieeld all that Lot or piece of Land situate lying and
being on the north side of George Street in Charleston aforesaid at
present known by the (N: 27) numberd thirty seven measuring and
containing in width forty feet, and in depth One hundred and
Sixty feet, be the same more or less, butting and bounding South
wardly on George Street aforesaid, Easterly on land of Mrs
Rudseliffe, Northwardly on lands of Samuel Porcher and West
wardly on land of John Lloyd junr. Together with all and singu-
-lar the Rights, members, hereditaments and appurtenances to the
said premises belonging or in any wise incident or appertaining. To
have and to hold the said Lot or piece of Land and Premises
unto the said Thomas Winstanley and James Bampfieeld and
the survivors of them, his heirs and assigns for ever, to for and upon
the use, trusts Intents and purposes hereinafter mentioned. And
This Indenture further Witnesseth that in pursuance of the agree-
-ment aforesaid, and for the Considerations aforesaid the said
Sarah Hawie (by and with the knowledge, privity, Consent and
approbation of the said Thomas Bampfieeld testified as aforesaid)
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 Thomas Winstanley and James Bamp-
-fieeld, the following named Slaves to wit; Rose Tom, Nanny Winda
George, Caroline, Jimmy, Frances, Tenett, Billy & Amelia; also her
twelve shares in the Planters and mechanics Bank and all such
sum and sums of money as she is or may be intitled unto under or by
virtue of the Wills of Thomas Cochran Sen. and John Cochran
deceased or either of them, and also the severall articles of household
furniture & plate enumerated in the schedule hereto subjoined and

likewise all such other Estate and Property whether real or personal as the said Sarah Hawie may hereafter become intitled unto. To have and to hold the said Slaves with the future Issue and increase of the Females the said Bank shares, the said Sum and Sums of money before mentioned the said Furniture and plate, and all such other Estate and Property whether Real or Personal, to which the said Sarah Hawie may hereafter become intitled unto the said Thomas Winstanley and James Pampfield and the survivor of them his heirs Executors Administrators and assigns forever, to for and upon the several uses, trusts Entails and purposes hereinafter mentioned of and concerning the same That is to say: In trust as well as to the Lot of Lands and Promises herein before described as to all other the Estate and Property herein before mentioned to and for the use and behoof of the said Sarah Hawie untill the Solemnization of the marriage aforesaid, and from and immediately after the Solemnization thereof, then as to the Slaves herein before named with the future Issue and increase of the females In trust for the sole and separate use of the said Sarah Hawie and of such person and persons and for such Estate and Estates as she by deed or will or any writing purporting to be her will, shall notwithstanding her Coverture direct, limit and appoint; And as to all other the Estate Real and personal herein before mentioned, In trust for and to the use and behoof of the said Thomas Pampfield and Sarah Hawie his intended Wife, during their joint lives without being subject or liable to the debts or Encumbrances of the said Thomas Pampfield, and from and after the death of either of them to the use of the survivor for life without being subject as aforesaid, and after the decease of such survivor, to the use and behoof of such child or children of the marriage aforesaid, as may be living at the death of such survivor to be equally divided between or amongst them if more than one, and to him her or them, his her or their heirs Executors administrators and assigns forever; and in case any child or children of such marriage shall be then dead having left Issue, such Issue shall take the share to which the parent would have been intitled, if alive, to be equally divided between or amongst them, if more than one but in case there should be no child or children of the marriage aforesaid living at the death of such one of them the said Thomas Pampfield and Sarah Hawie as shall first depart this life, then to the use and behoof of the survivor of them the said Thomas Pampfield and Sarah Hawie, his or her heirs, Executors, Administrators and assigns forever. In Witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written - Tho: Pampfield (S) Sarah Hawie (S)

Sealed, signed and delivered in the presence of
 B. M. Call, James Marsh, Peter H. Lafar

Schedule of Furniture &c made over in a marriage settlement
 to miss Sarah Hawie, dated the Eighth day of April, One thousand
 Eight hundred and thirteen

12 fashionable Gilt chairs (2 with arms) 2 Mahogany Card Tables 1 Large
 Mahogany dining table 2 Mahogany End Tables 1 Large Mahogany
 Bed Head 1 small do - Camp - do. (and Curtains) 1 mahogany
 Chest of Drawers 1 large Mahogany Easy Chair 1 large fashionable
 Carpet, and 1 mahogany tea table 2 Carpets of a smaller size 1 pair
 painted bundle sticks (with Glass shades) 1 pair do - do - snuffers and
 dish 5 silver table spoons and 1 silver soup Ladle 1 do Milk pot
 and 1 Pepper Box 2 silver salt spoons 1 pair of Gilt furniture
 Brushes 1 pair of fashionable Tongs and Shovel 1 large Fender (Brass
 mounted) 1 pair of Fire dogs - do - 2 handsome scarlet and Gilt
 waiters 2 Windsor Chair (for children) 1 set of New dish covers
 (Complete) 2 large Green Windsor chairs 1 Gilt Looking Glass 1 pair
 Brass Mounted Fire dogs, tongs & Shovel 1 Wire fender (Brass mounted)
 1 pair of Brass Candelsticks 1 Large tea tray and set of china 1 Large
 Common waiter 1 large Feather Bed 4 Mattresses 6 Pillows &c
 6 Common chairs 2 dressing Tables, Crochery ware &c &c

Witness - B. M. Call, James

Thos. Bampfieeld

Marsh, Peter H. Lafar

Sarah Hawie

So Carolina Charleston District

Personally appeared before me Peter H. Lafar
 who being duly sworn made oath that he was present and saw
 Thomas Bampfieeld, and Sarah Hawie sign seal and as their
 act & deed delivered this Instrument of writings to and for the uses &
 purposes therein mentioned & that he with B. M. Call & James Marsh
 subscribed their names as witnesses to the due execution of the same
 Sworn to before me this 17th April

Peter H. Lafar

1813. John S. Jeanneret Sps Recorded 6th May 1813

State of South Carolina Abbeville District

This Indenture made this eighth day of February in the
 year of our Lord one thousand eight hundred and thirteen and in
 the thirty seventh year of the independence of the United States of
 America Between Robert Smyth of the district and State aforesaid
 Merchant of the one part and Martha Boyge of the same place
 Daughter of Elizabeth Boyge widow of the other part Witnesses that
 whereas ~~the said~~ Robert Smyth and Martha Boyge being about to
 join in the holy bands of matrimony and ^{wishing} as far as in their

power previous to the solemnization of their intended marriage to settle all matters and to prevent hereafter any trouble it is hereby agreed by and between the said parties to these presents that in consideration of the said intended marriage in case the same shall take effect be the said Robert Smyth for himself his heirs executors and administrators doth covenant promise grant and agree to and with the said Martha Boggs her heirs executors or administrators that at the death of him the said Robert Smyth or within six months thereafter there shall be paid by his executors or administrators the sum of five hundred dollars to the said Martha Boggs or her heirs executors or administrators And the said Martha Boggs for herself her heirs executors and administrators doth hereby covenant grant and agree to and with the said Robert Smyth that notwithstanding the said intended marriage she the said Martha Boggs will and by these presents doth release renounce and for ever relinquish unto the said Robert Smyth his heirs executors administrators and assigns all right title claim interest or demand and also all right or claim of dower which she may by virtue of the said intended marriage acquire of in or to all or any part of the estate real or personal whereof the said Robert Smyth shall at this time or during his life be seized or possessed And also all and every portion partition division or distributive share of the estate real or personal of the said Robert Smyth to which she may be entitled in case of his dying intestate during the life time of the said Martha Boggs In Witness whereof we have interchangeably set our hands and affixed our seals to these presents on the day and date above written

Robt Smyth (S)
Martha Boggs (S)

Signed Sealed and delivered in presence of John Prepley Esq. Deolin

State of S^c Carolina Abbeville district

Memorandum that on the 4th day of March 1813 personally came and appeared before me John Prepley and being duly sworn said that he was present and did see Robt. Smyth and Martha Boggs sign seal and acknowledge the within Instrument of writing as binding on them for all the uses and purposes therein mentioned and held forth and that together with himself he did see John Deolin subscribe his name as a witness thereto

Shewn to the day and date above written before me John Foster J. P.

Recorded 10th May 1813

The State of South Carolina

This Indenture Tripartite made the eighth day of May in the year of our Lord One thousand eight hundred and thirteen between William Ellison attorney at law of the District of Edgefield in the State aforesaid of the one part and

214 Catharine Thomson of the City of Charleston Spinster of the
Second part and George Warren Cross James Servey and John F
Trosvant of the same City & State aforesaid of the other part
Witneseth that whereas a marriage by Gods permission is shortly
intended to be had and solemnized between the said William
Ellison and the said Ann C. Thomson & whereas also the
said Ann C Thomson is possessed of and entitled to the follow-
ing negroes Vis. Paul and his wife Sulet and her children
Deana Joe David Moses Esaa & Rebecca Floella and her
child Nestor & Julius a mulatto cabinet maker lately
purchased from the said William Ellison and also a balance
due on bond from Moorfort Willington & company drawn pay-
able to Peter Tellechant and by him assigned & transferred
to the said Ann C Thomson which will be seen by reference to
the said bond a copy of which is herunto annexed: And where-
as it has been agreed by & between the said parties upon the
treaty of the said intended marriage as well for the support &
maintenance of the said Ann C Thomson as also for providing
for the issue of the said intended marriage and the said William
Ellison for himself his heirs executors & administrators doth cove-
nant and agree that as soon after the said intended marriage
as may be convenient or when ever thereto required by the said
Trustees or the survivors or survivor of them he shall and will
buy and sell assign transfer and set over firmly & securely unto
the said George Warren Cross James Servey and John F Tros-
vant their heirs executors administrators and assigns all the negroes
above mentioned as well as the money due or hereafter to become due
on the said above mentioned bond or such property in lieu thereof
as may be approved of by the said Trustees or the survivors or survivor
of them In Trust to and for the uses and purposes hereinafter
mentioned to wit In Trust during the joint lives of the said
William Ellison and Ann C Thomson for her sole separate and
peculiar use benefit & behoof not to be subject to the controll or
debts of the said William Ellison and from and after the
death of the said Ann C Thomson should she die before the
said William Ellison leaving no child or children grand-
child or grand children issue of the said intended marriage
then living In Trust to and for the sole use benefit and behoof
of the said William Ellison his executors administrators and
assigns and the said Trustees and the survivors or survivor of

215 them shall & will convey transfer and set over the same unto him free
and discharged from all other & further trusts - But should the said
Ann C Thomson die before the said William Ellison leaving a child or
children, grand child or grand children issue of the said intended
marriage then living then in Trust from and after her death to and
for the use benefit and behoof of the said William Ellison during his
natural life and from and after his death, then in Trust to and for the
use benefit and behoof of such child or children grand child or grand
children of the said Ann Catharine Thomson issue of the said intended
marriage about to be solemnized as may be then living his or their
executors administrators and assigns for ever if more than one
as tenants in common such grand child or grand children taking
between them their parents share only; but in case the said William
Ellison should die before the said Ann C Thomson then from and
after his death In Trust to and for the use benefit and behoof
of the said Ann C Thomson during her natural life and from and
after her death in case she should leave any child or children grand
child or grand children issue of the said intended marriage or of
any future marriage or both living at the time of her death then
in Trust to and for the use benefit and behoof of such child or
children grand child or grand children his her or their executors
administrators & assigns if more than one as tenants in common such
grand children taking between them their parents share only but in
case she should leave no such child or children grand child or
grand children living at his death then in trust to and for
such person or persons in such manner and estate as he the said
William Ellison by his will in writing duly executed shall & will
direct limit and appoint and in default of such appointment In
Trust to and for the use benefit and behoof of such relation or
relations of the said William Ellison then living as would be enti-
tled to the whole or distributive share thereof under the laws for
the distribution of intestates property in case the said William
Ellison had then died intestate and possessed thereof and in such
proportion as is directed by said laws and the said William Ellison
doth hereby for himself his heirs executors administrators and assigns
further grant covenant promise and agree to and with the said George
Mearns Esq James Servey and John S Exservant in manners
following to wit that he the said William Ellison shall and will
from time to time and at all times hereafter at the reasonable

request of the said Trustees or the Survivors or survivor of them
 their or his heirs executors administrators or assigns or either of them
 but at the proper costs and charges of the said William Ellison
 his heirs executors and administrators make do and execute or cause
 to made done & executed all such further and other lawful and
 reasonable acts deeds conveyances and assurances in the Law what
 - soever for the further better more perfect and absolute granting
 conveying settling and assuring of the said Slaves and other pro-
 - perty above mentioned unto the said Trustees or the Survivors or
 survivor of them his heirs executors administrators and assigns -

In Trust to and for the uses and purposes aforesaid and also
 under the proviso that if it shall hereafter appear to the
 said William Ellison and the said George Warren Esq James
 Servey and John F Inverant or the Survivors or survivor of them
 as the case may be to be most for the advantage of the said
 William Ellison and the said Ann C Thomson that any part
 of the property above mentioned should be sold and the monies
 arising therefrom applied & expended in the purchase of other
 property real or personal or both then and in that case it
 shall be lawful for the said William Ellison by his deed
 properly executed in the presence of two or more credible wit-
 nesses with the consent of the said Trustees or the survivors or
 survivor of them to revoke and make void all and every the use
 and uses heretofore limited of and concerning such property and
 to limit and declare any new use or uses of and concerning
 the same so as upon and at the time of making such revocation
 and limiting any new and other use and uses of and concerning such
 property the said William Ellison by his deed properly executed
 in the presence of two or more credible witnesses do transfer assign
 & set over unto the said George Warren Esq James Servey and
 John F Inverant or to the survivors or survivor of them their or
 his heirs executors administrators and assigns as the case may be
 and require the monies or specialties arising from the sale of the
 said property In Witness whereof the parties to these presents
 have herunto set their hands and seals the day and year first
 above written

Sealed & delivered in presence
 of the words child or grands }
 being first interlined }
 Charlotte Esq. Harriet Kealey -

W. Ellison (ES)
 Anna C Thomson (ES)
 Geo. Warren Esq (ES)
 James Servey (ES)
 John F Inverant (ES)

Schedule of the property contained in this deed —

of the said Ann C. Thomson —

a negro man Paul a Carpenter, his wife Juliet and her children
Deana and Joe David Moses Isaac and Rebecca — Rosella and
her child master Julius a mulatto man a Cabinet maker. and the
following bonds with the credits endorsed — — — — —

State of South Carolina

I know all men by these presents that we
Edmond Mosford Frederick Dalcho and Aaron Smith Willington
Copartners under the firm of E. Mosford Willington & Co. of Charleston
in the State aforesaid Booksellers and Printers are held and firmly
bound unto Peter Timothy Marchant his certain attorney executors &
administrators or assigns, to which payment well and truly to be made
& done we bind ourselves jointly and severally and each and every of our
heirs executors and administrators jointly and severally firmly by these
presents sealed with our seals —

The Condition of the above obligation is such that if the
above bound Edmond Mosford Frederick Dalcho and Aaron Smith
Willington their heirs executors or administrators shall and do well and
truly pay or cause to be paid unto the above named Peter Timothy Mar-
chant his certain attorney executors administrators or assigns the full
and just sum of ten thousand dollars when legally demanded with-
out fraud or further delay then the above obligation to be void and
of none effect or else to remain in full force and Virtue —

Charleston S. Ca. August 1st 1809 —

Edm^d Mosford (S)

Sealed & delivered in the presence
of the above jointly and severally
being first interlined — — — — —

Fred^d Dalcho (S)

A. S. Willington (S)

Charleston July 16th 1810 on this day there is due upon our
bond given to Peter T Marchant for ten thousand dollars & bearing
date August 1st 1809 the sum of four thousand eight hundred &
forty nine dollars & 6/100 payable agreeably to the tenor of the said
bond and the judgment bonds — E. Mosford Willington & Co.

The quarterly payments commence from the 1st Inst.

July 21st 1810

E. Mosford Willington & Co.

For value received this 22^d of August I assign over this
bond together with principal & interest due and the interest to
you due thereon unto Miss Ann Thomson & I guaranteed the purcha-
sed of this bond against any discount against it

witness present Wm Payne —

Peter T Marchant (S)

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July 7 1809 received five hundred dollars due 1st Inst - P. J. M.
 Dec^r 21 1809 Received five hundred dollars due 1st instant
 & three notes for the same amt. payable 1st January next - } P. J. M.
 April 4 1810 Received five hundred dollars due this day - P. J. M.
 July 3 1810 Rec^d three hundred dollars P. J. Marchant
 16 1810 by amt. of sundry accounts settled by them viz
 one thousand & fifty dollars $84/100$ - - - - - } P. J. Marchant
 16 1810 Rec^d eighteen hundred dollars - - - - - P. J. Marchant
 11th Oct 1810 Received three hundred dollars due the 1st Inst. for Miss Ann Thomson
 9 Jan 1811 Received three hundred
 dollars due the 1st Inst. for Miss Thomson } Geo. Warren Croff
 13th July 1811 Rec^d from Mess^{rs} M. U. & C. their note payable
 1st September 1811 for six hundred & twelve dollars including
 principal & int. on two instalments due 1st April & 1st July
 instant for Miss Thomson - Geo. Warren Croff
 27th January 1812 Received from Mess^{rs} M. U. & C. their note
 payable in sixty days after this date for six hundred & thirteen
 dollars including interest upon the instalments due on the 1st Oct^r
 1811 & 1st January interest & discount - Geo. Warren Croff nett sum \$607.27.
 13th July 1812 rec^d from Mess^{rs} M. U. & C. their note payable in 60 days
 after its date for six hundred & twelve dollars $81/100$ being the amt.
 of the two instalments due on the 1st April & 1st July instant &
 interest on the same to this date including bank on said note
 Geo. Warren Croff nett sum \$606.58 $1/2$

Recorded M^{rs} Charlotte Croff being duly sworn
 made oath that she was present and saw William Ellison, Ann
 & Thomson George Warren Croff, James Servey and John F. Fozzmont
 sign seal & deliver the foregoing Instrument of writing for the uses
 and purposes therein mentioned and that she with Miss Harriet
 Halsey H. respect the same -

Sworn to before me the 11 day of May 1813 Dan^l. J^r. Ravenel S^r

Recorded 11 May 1813

State of South Carolina

Whereas a Marriage is intended to
 be had & solemnized between Thomas Polhill Junior &
 Judith Pelekah Sandon both of the parish of St. Peters,
 in the district of Beaufort & State aforesaid, in consideration
 of said intended marriage, the said Thomas Polhill Junior
 does hereby agree to & with James Bourdeaux Sandon of the

219 parish, District & State aforesaid, & James Polhill, of the
State of Georgia, as Trustees, to have secured unto the said Judith
Rebekah Sandon, all that part or portion to which she is entitled
by the last Will & Testament of her late deceased Father, Mr. Elias
Sandon, that is to say, one negro woman named Maria & child
Nimrod; also all that part or portion to which she the said Judith
Rebekah Sandon, is entitled from her late mother Mrs. Mary Sandon
Estate, to wit Rose & child Sampson, & woman Cate, they being
hers, the said Rebekah's share or portion from the Sentence of the
said Estate. Now this Indenture Witnesseth, that for and in
consideration of the above recited Marriage and also Two Thou-
sand Dollars, to me in hand paid by the above named James
B Sandon and James Polhill, & the said Thomas Polhill have
granted, bargained & sold, & by these presents do grant bargain
and sell unto the said James B Sandon & James Polhill
the five above named negroes, vizt. Maria & child Nimrod
Rose, Sampson and Cate, together with their Issue & Increase
in Trust for the said Judith Rebekah Sandon & the heirs of
her Body. So that the above named negroes nor their Issue and
Increase, shall not, in any way or manner whatsoever be liable for
any of the debts of the said Thomas Polhill but that the same
shall remain and be a distinct and separate property. Reserving
nevertheless to the said Thomas Polhill Junior & Judith Rebekah
Sandon a right to receive the profits of the labor of the aforesaid
five negroes, with their Issue & Increase during their natural
lives for the maintenance & support of themselves & their children
And if the said profit or produce should, from time to time, be
more than necessary for the maintenance & support of the said
Thomas Polhill Junior and Judith Rebekah Sandon & their
child or children, as aforesaid; that then and in that case it
shall be lawful to & for the aforesaid James B Sandon & James
Polhill, as Trustees, to lay out all such surplus monies at Interest
or in, for & towards the purchase of lands, Negroes or Cattle of
any kind. And the profits, labor & Increase of which shall re-
main with the stock of negroes above mentioned; and the pro-
duce thereof to be still laid out as above said, & that the whole
of the first & last mentioned negroes, lands & Cattle to be still the
same undivided Estate with the first, without any difference or
distinction whatsoever. And for that purpose, they the said
James B Sandon & James Polhill, shall make entries &

bring actions as the case shall require: yet, nevertheless, in
 trust to permit & suffer the said Thomas Polkhill Junior
 to receive & take the Issues & profits thereof to his proper use
 and benefit during his natural life. But and if the said
 Judith Rebekah Sandon, should die without lawful Issue
 the aforesaid properties with their Issue and Increase shall
 revert to the lawful heirs of the body of the said Thomas
 Polkhill Junior, & their heirs & assigns forever. In Witness
 whereof I hereunto set my hand & seal this Twenty ninth
 day of March, in the year of our Lord one thousand Eight
 hundred & Thirteen & in the Thirty Seventh year of American
 Independence — Thomas Polkhill Jun^r,
 Signed Sealed & delivered for the within mentioned purpose
 in the presence of Elias & Sandon Sarah Steele Sarah
 Sandon Benjamin Sandon —

Beaufort District St. Peters Parish —

Personally appeared before me Thomas Eison Sandon
 one of the Justices assigned to keep the peace in the parish of St.
 Peters Elias & Sandon who being duly sworn maketh oath &
 sayeth he saw Thomas Polkhill Jun^r Sign, seal, & deliver
 the within instrument of writing & that the deponent together
 with Sarah Steele & Benjamin Sandon and Sarah Sandon
 were subscribing witnesses thereto — Elias G. Sandon
 Sworn to before me this 7th April 1813 Tho: D. Sandon J.P.

— Recorded 21st May 1813 —

South Carolina

This Indenture made the eighteenth day
 of March in the year of our Lord one thousand eight
 hundred and thirteen. Between Henry Hyams of the
 City of Charleston & State aforesaid and Judy Myers
 of the same place spinster of the one part and Solo-
 man Hyams of the same place of the other part. Where-
 as a marriage is intended to be shortly had and Sole-
 mized between the said Henry Hyams and Judy Myers
 and the said Judy is now and the said Henry Hyams upon
 the solemnization of the said marriage will in her right
 be entitled unto certain goods and chattels, plate
 Jewels & personal Estate to wit one silver tea pot one
 silver sugar tonge two silver goblets, one silver sugar dish
 six silver table spoons, six silver tea spoons & one Silver

221) Ladle. Also a pair of five dogs and shovels & tongs, one hat, one
set of Mahogany dining table twelve chairs, one Feather
Bed a bolster and two pillows, one mahogany bedstead
a number of sheets pillow cases table cloths and napkins a com-
pleat set of Kitchen furniture, two looking glasses, one set
of glass & crockery ware and a considerable quantity of wear-
ing apparel and it is the wish of the said Henry Hyams to settle
upon the said Judy Myers in the manner herein after menti-
-oned the said goods & chattels, plate, jewels & personal Estate.
Now therefore in order to carry into effect the wish of the said
Henry is also in consideration of Five Dollars by the said
Solomon Hyams to the said Henry Hyams and Judy Myers in
hand paid the receipt of which they do hereby acknowledge
they the said Henry Hyams and Judy Myers Have granted
bargained, sold, aliened, assigned, transferred and set
over and by these presents Do grant bargain sell alien assign
transfer and set over unto the said Solomon Hyams the
aforesaid goods and chattels, plate, jewels and personal
Personal Estate and all the right title and interest, which
they or either of them now have or hath or hereafter may
have in or to the same, To Have and to hold all and sing-
-ular the said premises unto the said Solomon Hyams
his Executors and administrators upon the special
trusts and Confidence following, that is to say. In trust to
permit and suffer the said Judy Myers to have, take, receive
use and enjoy the aforesaid Goods & Chattels, plate, jewels &
personal Estate, until the solemnization of the said intended
marriage and from & immediately after the solemnization thereof
of them in trust, that he the said Solomon Hyams his Exe-
cutors and administrators shall and will from time to time
and at all times hereafter during the joint lives of the said Henry
Hyams and Judy Myers, permit and suffer them to have use &
enjoy the same to be subject however unto none of the debts or
incumbrances of the said Henry Hyams now or at any time
hereafter to become due or owing by him. and from and imme-
diately after the death of either of them the said Henry & Judy
if there should be no issue of the said intended marriage
then living or if there should be then any such issue and the
said should afterwards die under the age of twenty one years
& without leaving issue lawfully begotten who may survive the
said Henry & Judy, Then and in either of those cases in

bring actions as the case shall require: yet, nevertheless, in
 trust to permit & suffer the said Thomas Polhill Junior
 to receive & take the Issues & profits thereof to his proper use
 and benefit during his natural life. But and if the said
 Judith Rebekah Sandon, should die without lawful Issue
 the aforesaid properties with their Issue and Increase shall
 revert to the lawful heirs of the body of the said Thomas
 Polhill Junior, & their heirs & assigns forever. In witness
 whereof I hereunto set my hand & seal this Twenty ninth
 day of March, in the year of our Lord one thousand eight
 hundred & Thirteen & in the Thirty Seventh year of American
 Independence — Thomas Polhill Junior,
 Signed sealed & delivered for the within mentioned purposes
 in the presence of Elias G Sandon Sarah Heele Sarah
 Sandon Benjamin Sandon

Beaufort District St. Peters Parish —

Personally appeared before me Thomas Edwin Sandon
 one of the Justices assigned to Keep the peace in the parish of St.
 Peters Elias G Sandon who being duly sworn maketh oath &
 sayeth he saw Thomas Polhill Junior Sign, seal, & deliver
 the within instrument of writing & that the deponent together
 with Sarah Heele & Benjamin Sandon and Sarah Sandon
 were subscribing witnesses therunto — Elias G. Sandon
 Sworn to before me this 7th April 1813 Tho: D. Sandon J.P.

Recorded 21st May 1813

South Carolina

This Indenture made the eighteenth day
 of March in the year of our Lord one thousand eight
 hundred and thirteen. Between Henry Hyams of the
 City of Charleston & State aforesaid and Judy Myers
 of the same place spinster of the one part and Solo-
 man Hyams of the same place of the other part. Where-
 as a marriage is intended to be shortly had and Sole-
 mnized between the said Henry Hyams and Judy Myers
 and the said Judy is now and the said Henry Hyams upon
 the solemnization of the said marriage will in her right
 be entitled unto certain goods and chatties, plate
 Jewels & personal Estate to wit one silver tea pot one
 silver sugar tonge two silver goblets, one silver sugar dish
 six silver table spoons, six silver tea Spoons & one Silver

22) Ladle. Also a pair of Fire dogs on a shovel & tongs, one Hat, one
set of Mahogany dining table twelve chairs, one Feather
Bed a bolster and two pillows, one mahogany bedstead
a number of sheets pillow cases table cloths and napkins a com-
-pleat set of Kitchen furniture, two looking glasses, one set
of glass & crockery ware and a considerable quantity of wear-
-ing apparel and it is the wish of the said Henry Hyams to settle
upon the said Judy Myers in the manner herein after menti-
-oned the said goods & chattels, plate, jewels & personal Estate.
Now therefore in order to carry into effect the wish of the said
Henry is also in consideration of Five Dollars by the said
Solomon Hyams to the said Henry Hyams and Judy Myers in
hand paid the receipt of which they do hereby acknowledge
they the said Henry Hyams and Judy Myers Have granted
bargained, sold, aliened, assigned, transferred and set
over and by these presents Do grant bargain sell alien assign
transfer and set over unto the said Solomon Hyams the
aforesaid goods and chattels, plate, jewels and personal
-proper Estate and all the right title and interest, which
they or either of them now have or hath or hereafter may
-have in or to the same, To Have and to hold all and sing-
-ular the said premises unto the said Solomon Hyams
his Executors and administrators upon the special
trusts and Confidence following, that is to say. In trust to
-permit and suffer the said Judy Myers to have, take, receive
-use and enjoy the aforesaid Goods & Chattels, plate, jewels &
-personal Estate, until the solemnization of the said intended
-marriage and from & immediately after the solemnization these
-of them in trust, that he the said Solomon Hyams his Exe-
-cutors and administrators shall and will from time to time
-and at all times hereafter during the joint lives of the said Henry
-Hyams and Judy Myers, permit and suffer them to have use &
-enjoy the same to be subject however unto none of the debts or
-incumbrances of the said Henry Hyams now or at any time
-hereafter to become due or owing by him. and from and imme-
-diately after the death of either of them the said Henry & Judy
-if there should be no issue of the said intended marriage
-then living or if there should be then any such issue and the
-said should afterwards die under the age of twenty one year
- & without leaving issue lawfully begotten who may survive the
-said Henry & Judy, Then and in either of those cases in

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222. Trust to have and to hold all and singular the said premises to the use and behoof of the survivor of them the said Henry & Judy and his or her Executors Administrators & assigns free clear & absolutely discharged of and from any and every further or other trust condition or limitation whatsoever. But if on the death of either of them the said Henry & Judy there should be living any issue of the said intended marriage, then in trust to permit and suffer the survivor of the said Henry & Judy to have take receive use & enjoy the said goods & chattels plate jewels & personal Estate or the proceeds thereof for & during the term of his or her natural life and immediately after the death of the survivor of them the said Henry and Judy. In trust to have and hold all and singular the said premises to and for the use and behoof of such child or children of the said intended marriage as may be living at the death of such survivor to be equally divided between them if more than one share & share alike. In witness whereof the said parties to these presents have hereunto interchangeably set their hands & seals, on the day & in the year first above written Sealed and delivered in the presence of

Henry Hyams (LS)
 Judith Myers (LS)
 Solomon Hyams (LS)
 Jacob DeLeon Chapman Moses

Jacob DeLeon being duly sworn made oath that he was present and saw Henry Hyams, Judith Myers & Solomon Hyams sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he together with Chapman Moses witnessed the same Sworn to before me the 25th May 1813 Othniel J Giles J P

Recorded 25th May 1813

State of South Carolina

Know all men by these presents that I Arnoldus Bennard of the parish of Christ Church in the State aforesaid am holden and firmly bound unto Joseph Palmer Thomas Porcher of Saint Johns and Samuel Porcher of Saint Stephens in the State aforesaid Esq^r in the penal sum of Seven Thousand Dollars goods and lawful Money to be paid unto the said Joseph Palmer Thomas Porcher and Samuel Porcher, the survivors or survivor of them their or his certain attorney or in case none of them shall be alive then to the Executor Administrator or assigns of the last survivor of them

to which payment well and truly to be made. I bind myself my heirs
Executors Administrators & assigns firmly by these presents sealed with
my seal and dated this twentieth day of May, in the year of our Lords
one thousand eight hundred and thirteen — Whereas a marriage
is intended to be shortly had and celebrated between the said Arnold
du Bonneau, and Martha Porcher Daughter of Peter Porcher Esq:
deceased of Saint Stephens parish. And whereas the said Martha
Porcher is legally seized and possessed in her own right of a Tract
of Land situate in Saint Marks parish. And whereas she is
further entitled to an undivided portion of a third part of the lands
belonging to the Estate of Peter Porcher And whereas she is further
intitled to divers Debts and Choses in Action secured by Bonds and
Notes the amount of which cannot be ascertained — And whereas
the said Arnoldus Bonneau is desirous to settle the rights which he
may acquire to the aforesaid property by virtue of his said intended
marriage to the following uses viz To the use of himself during the
continuance of the said Marriage, and from and after the dissolution
thereof, then to the sole and absolute use of the said Martha
if she should survive him, but if he should survive her and she
leaving no issue living at her death then to him absolutely but if
she should leave Issue, then to that Issue, after the death of the
said Arnoldus — Now the Consideration of the above obligation is
such that if the heirs Executors or Administrators of the said Arnoldus
Bonneau, do well and truly pay over to the said Martha within one
year after his decease the full value of the fortune which he may
acquire in consequence of his intended marriage exclusively of the
negatives which are specifically secured in a settlement of the date
hereof with Interest thereon from the day of his death. Provided
she shall survive him or in case he shall survive her and she shall
leave any Issue living at her death, then if the heirs Executors or
administrators of the said Arnoldus Bonneau do and shall pay over
to the said Issue within one year from the death of the said Arnold
du Bonneau, the amount aforesaid with Interest thereon from
the day of his death, then the foregoing obligation to be void, and of
no effect or else shall remain in full force and virtue —

signed sealed and delivered

Arnoldus Bonneau (Pl)

in the presence of —

J. B. McKeen Jr. H. Ravenel Jr.

State of South Carolina

Personally appeared before me Henry Ravenel
Esq: who being duly sworn made oath that he was present and heard
Arnoldus Bonneau Esq: acknowledge his hands and seal to the

within instrument of writing and delivered the same for the use
and purposes therein mentioned and that he the deponent signed
his name as a witness to the said acknowledgment of the same
Suma to before me this W. Ravenscroft J.
21st May 1813 J. Wm. Durbord. D. W. —

Recorded 26th May 1813 —

State of South Carolina

This Indenture of three parts made the
Twentieth day of May One thousand eight hundred and thirteen
Between Arnoldus Bonneau of Christ Church in the State of
South Carolina Esquire of the first part; Martha Porcher of Saint
Johns Parish and State aforesaid of the second part, and
Joseph Palmer and Thomas Porcher of Saint Johns Parish and
Samuel Porcher of Saint Stephens Parish Esquires of the third
part Whereas the said Martha Porcher is seized in her own
right to her and her heirs and assigns for ever, in the following
negro slaves to wit Marlborough Prescilla July Frank Willoughby
Supiter, Ed. Satyrad, Sampson, Solomon, Est. London, Lucy
Seprio, Mily, Marlborough, Janet, Roxana — And whereas
a marriage is intended shortly to be had and solemnized between
the said Arnoldus Bonneau and the said Martha Porcher upon the
contract of which marriage it is hereby concluded and agreed by
and between them the said Arnoldus Bonneau that if the said
intended marriage shall take effect and be solemnized that
the Estate of the said Martha Porcher shall be settled and vested
in the said Joseph Palmer Thomas Porcher and Samuel Porcher
and the survivors of them in such manner and form and for such
uses intents and purposes as are herein after limited appointed and
expressed and to and for no other use intent or purpose whatsoever
Now this Indenture Witnesseth that for making this said
Agreement effectual in the Law and also for and in Considera-
tion of the sum of Ten Shillings Sterling money to the said Martha
Porcher in hand paid by the said Joseph Palmer Thomas Porcher
and Samuel Porcher at or before the sealing and delivery of
these presents the receipt whereof is hereby acknowledged she the
said Martha Porcher Hath granted Bargained sold and
delivered and by these presents Doth Grant Bargain sell and
delivered unto the said Joseph Palmer Thomas Porcher and Samuel
Porcher all those the above mentioned Slaves to wit Marlborough
Prescilla, July Frank, Willoughby, Janet Supiter Ed. Satyrad

Sampson Solomon, Job London Lucy Scipio, Mily, McAlloughy
 Beamaid. To have and to hold all and every the said negro
 Slaves unto the said Joseph Palmes, Thomas Porcher and Samuel Porcher
 their Executors Administrators and assigns for ever. Upon the several
 Trusts nevertheless, and to and for the several uses Intents and purposes
 herein after mentioned, limited and declared, of and concerning the
 same that is to say, In Trust for the said Martha Porcher, with the
 said Intended marriage shall take effect and from and immediate
 ly after the solemnization thereof, then upon Trust that the same shall
 not in any wise be subject or liable to the debts of the said Arnoldus
 Bonneau her intended Husband but that the said Negro Slaves
 above mentioned shall be remain and enure to the proper use benefit
 and behoof of the said Martha Porcher and such child or children
 being issue of her Body, lawfully to be begotten to her and their heirs
 Executors Administrators and assigns absolutely for ever. And to and
 for no other intent or purpose whatsoever any thing herein before con-
 tained to the contrary thereof in any wise notwithstanding, provided
 nevertheless, and it is hereby understood and agreed upon that the
 Labour income and profits of the said Slaves shall and may be had
 used received and taken by the said Arnoldus Boone for the joint
 use and benefit of the said Arnoldus Bonneau and the said Martha
 Porcher during their joint lives and that in case the said Martha
 Porcher shall die without leaving Issue alive at the time of her
 death and the said Arnoldus Bonneau shall survive her that
 then and in that case the said Negroes with their increase shall
 go to and be vested in the said Arnoldus Bonneau his heirs and
 assigns for ever In witness whereof the said parties to these presents
 have herunto interchangeably set their hands and seals dated
 the day and year first above written —

Signed Sealed and delivered
 in presence of ——— J
 Ch: Palmes Jun: W:
 Ravenel Jr. R: McKelvey Jr.

Joseph Palmes (L.S)
 Th: Porcher (L.S)
 Samuel Porcher (L.S)
 Martha Porcher (L.S)
 Arnoldus Bonneau (L.S)

Received the day and year first of the within written of
 Joseph Palmes Thomas Porcher and Samuel Porcher the full
 consideration money within mentioned — Martha Porcher
 Witness Ch: Palmes Jun: —

Memorandum this twenty first day of May 1813 —
 John Palmes Jun: — Personally appeared before me

Wm DuBose one of the Justices of the Quorum for Charleston Dist. who being duly sworn made oath that he saw Alexander Bonneau Martha Pocher, Joseph Palmer, Thomas Pocher and Samuel Pocher sign seal and as their act and deed delivered the within Instrument of writing for the purposes therein mentioned and that he saw Henry Ravenel and Robt. McAdrey Esq. sign as witnesses also with this deponent — Wm DuBose 226
 — Revealed 25th May 1813 —

X State of South Carolina

This Indenture Tripartite made and executed the Twenty fourth day of March in the year of our Lord one thousand eight hundred and thirteen Between Elizabeth Keat, daughter of William Keat late of St. Pauls parish deceased of the first part Robert Primrose of the City of Charleston in the State aforesaid Merchant of the second part and William Somersell and Richard Osborn Trustees for the said Elizabeth Keat, of the third part. Whereas the said Elizabeth Keat is at this time entitled to and is possessed of certain negroes, (more particularly as respects and specified in a Schedule hereunto annexed) and is also entitled to other Estate real and personal, which may hereafter come into possession. And whereas a marriage is intended with the permission of God to be shortly had and solemnized between the said Robert Primrose, and Elizabeth Keat, Now therefore this Indenture Witnesseth that in consideration of the said marriage to be had and solemnized and for the settling and securing all and every part of the aforesaid Estate and property to which the said Elizabeth Keat now is or hereafter may in any manner become entitled unto to the several uses intents and purposes herein after declared, expressed, limited is appointed of and concerning the same and in consideration of the sum of one dollar to the said Elizabeth Keat in hand paid by the said William Somersell and Richard Osborn at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Elizabeth Keat hath granted bargained sold, released, and confirmed, and by these presents doth grant bargain, sell release and confirm unto the said William Somersell and Richard Osborn, 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 Elizabeth Keat now is or hereafter might become entitled unto as aforesaid

And also all the Estate right, title, interest and possession properly
belonging to and demand whatsoever of her the said Elizabeth
that she in, to or out of all and singular the said Estate intended to be
lawfully granted, purchased, sold or released in any part or parcel thereof
in any wise whatsoever. It have and to hold the same unto the said
William Fenshall and Richard Osborn 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 consideration
of and to the said Elizabeth Hunt hath granted transferred and set
over and by these presents doth grant transfer and set over unto the said
William Fenshall and Richard Osborn and to their Executors admin-
istrators or assigns all and singular the personal property as if the same
were herein particularly described and set forth, to which the said
Elizabeth Hunt now is or hereafter may become entitled unto as aforesaid
- said It have and to hold the same unto the said William
Fenshall and Richard Osborn their Executors administrators or
assigns to and for the several uses intents and purposes hereinafter exp-
- ressed limited or appointed of and concerning the same, That is to say as
- for and concerning all and singular the premises as well real and per-
- sonal to the use and behoof of the said Elizabeth Hunt her heirs
and assigns, unto the solemnization of the said intended marriage
and from and immediately after the solemnization of the said inten-
ded marriage then In trust to and for the use and behoof of the said
Elizabeth Hunt and Robert Primrose for and during the term of
their joint natural lives, but to be no wise subject to or be liable
for the payment of the present or future debts or engagements of the
said Robert Primrose, then to and for the use and behoof of the
survivors of them his or her heirs Executors administrators and
assigns forever, free and clear and absolutely discharged of and
from all further and any other trust, use condition limitation
or restriction whatsoever and the said Robert Primrose doth
hereby for himself his Executors and administrators covenant promise
grant and agree to and with the said William Fenshall and
Richard Osborn their heirs and assigns that he the said Robert
Primrose shall and will from time to time and at all times
hereafter upon the reasonable request of the said William Fens-
hall and Richard Osborn their heirs or assigns make do acknowledge
asked and execute or cause to be made done acknowledged
and executed such further and other lawful and reasonable acts
and deeds things and things advices and assurances in the law for the

Wm DuBose one of the Justices of the Quorum for Charleston Dist. who being duly sworn made oath that he saw standes Bonneau Martha Fisher, Joseph Palmer, Thomas Porcher and Samuel Porcher sign seal and as their act and deed delivered the within Instrument of writing for the purposes therein mentioned and that he saw Henry Ravenel and Robt McHaley Junr sign as witnesses also with this deponent — Wm DuBose 226
 — Recorded 25th May 1813 —

X State of South Carolina

This Indenture Tripartite made and executed the Twenty fourth day of March in the year of our Lord one thousand eight hundred and thirteen Between Elizabeth Keat, daughter of William Keat late of St. Pauls Parish deceased of the first part, Robert Primrose of the City of Charleston in the State aforesaid Merchant of the second part, and William Somersell and Richard Osborn Trustees for the said Elizabeth Keat of the third part. Whereas the said Elizabeth Keat is at this time entitled to and possessed of certain negroes, (more particularly expressed and specified in a Schedule hereunto annexed) and is also entitled to other Estate real and personal, which may hereafter come into possession. And whereas a marriage is intended with the permission of God to be shortly had and solemnized between the said Robert Primrose, and Elizabeth Keat, Now therefore this Indenture Witnesseth that in consideration of the said marriage to be had and solemnized and for the settling and securing all and every part of the aforesaid Estate and property to which the said Elizabeth Keat now is or hereafter may in any manner become entitled unto to the several uses intents and purposes herein after declared, expressed, limited is appointed of and concerning the same and in consideration of the sum of one dollar to the said Elizabeth Keat in hand paid by the said William Somersell and Richard Osborn at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged she the said Elizabeth Keat hath granted bargained sold, released, and confirmed, and by these presents doth grant bargain, sell release and confirm unto the said William Somersell and Richard Osborn, 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 Elizabeth Keat now is or hereafter might become entitled unto as aforesaid

And also all the Estate right, title, interest and possession property
benefit, trust claim and demands whatsoever of her the said Elizabeth
Heart of us, to or out of all and singular the said Estate intended to be
hereby granted, bargained sold or released or any part or parcel thereof
in any wise howsoever, To have and to hold the same unto the said
William Somersall and Richard Osborn their heirs and assigns to and
for the several uses intents and purposes hereinafter expressed hereunto
and appointed of and concerning the same and for the consideration
aforesaid the said Elizabeth Heart hath granted transferred and set
over and by these presents doth grant transfer and set over unto the said
William Somersall and Richard Osborn and to their Executors admin-
istrators or assigns all and singular the personal property as if the same
were herein particularly described and set forth, to which the said
Elizabeth Heart now is or hereafter may become entitled unto as afo-
said. To have and to hold the same unto the said William
Somersall and Richard Osborn their Executors administrators or
assigns to and for the several uses intents and purposes hereinafter exp-
resed, limited or appointed of and concerning the same, That is to say as
for and concerning all and singular the premises as well real and per-
sonal to the use and behoof of the said Elizabeth Heart her heirs
and assigns, until the solemnization of the said intended marriage
and from and immediately after the solemnization of the said inter-
ded marriage then In trust to and for the use and behoof of the said
Elizabeth Heart and Robert Primrose for and during the term of
their joint natural lives, but to be no wise subject to or be liable
for the payment of the present or future debts or engagements of the
said Robert Primrose, then to and for the use and behoof of the
survivor of them his or her heirs Executors administrators and
assigns for ever, free and clear and absolutely discharged of and
from all further and any other trust, use condition limitation
or restriction whatever and the said Robert Primrose doth
hereby for himself his Executors and administrators covenant promise
grant and agree to and with the said William Somersall and
Richard Osborn their heirs and assigns that he the said Robert
Primrose shall and will from time to time and at all times
hereafter upon the reasonable request of the said William Somers-
sall and Richard Osborn their heirs or assigns make do acknowledge
acknowledge and execute or cause or procure to be made done acknowledged
and executed such further and other lawful and reasonable acts
and acts thing and things advices and assurances in the Law for the

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further better and more absolutely assigning and due making of the aforesaid premises to the uses intents and purposes herein particularly mentioned as by the said William Somersall and Richard Osborn their heirs assigns or their Counsel learned in the Law shall be devised advised and required And it is the expref agreement and understanding of all the parties to these presents that at the request and with the consent of the said Elizabeth West and Robert Primrose in writing signed by both or the survived of them it shall and may be lawful to and for the said William Somersall and Richard Osborn to sell and convey away all or any part of the premises real and personal, provided nevertheless that the proceeds thereof be vested in other Estate and Property by the said William Somersall and Richard Osborn or the survived of them his or their Executors Administrators & assigns and subjected to the trusts herein before expressed and to and for the several uses intents and purposes aforesaid

On witness whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written

Witness

Mary J Mills

John McMaillard

John McMaillard being duly sworn made oath that he was present and saw Elizabeth West, Robt. Primrose William Somersall and Richard Osborn sign seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned and that he together with Mary J. Mills witnessed the same

Sworn to before me the 27th May 1813 Othniel S. Giles J P

Recorded 27th May 1813

South Carolina.

This Indenture made the Twenty fourth day of December in the year of our Lord One thousand eight hundred and Twelve and in the Thirty seventh year of the Sovereignty and Independence of the United States of America Between John McCall of the City of Charleston and State aforesaid Grocer of the one part, Mary Casey of the same place Widow and relict of Charles Casey of the second part and Samuel Jasper Wagner likewise of the same place

Carpenter (Trustee nominated and appointed by them the said John
McCall and Mary Vesey - for the Trusts intents and purposes herein
after mentioned of the third part Whereas a marriage by divine
permission is shortly to be had and solemnized between the said
John McCall and the said Mary Vesey - And Whereas the said
Mary Vesey is possessed of a certain Brick house or Tenement Number
Sixteen (No 16) in Lynches Land in the City of Charleston aforesaid thirteen
feet by forty eight feet, four negro slaves named Jack, Bill, Rose
and Lydia and sundry articles of household and Kitchen Furniture
And whereas the said John McCall and the said Mary Vesey have
agreed to settle the above mentioned property to the use and upon the
Trust herein after mentioned Now this Indenture Witnesseth that
the said Mary Vesey in consideration of the premises and of one dollar
to her in hand paid by the said Samuel Joseph Wagner (the receipt
whereof is hereby acknowledged) hath granted, bargained and sold
conveyed confirmed and assured and by these presents Doth grant
bargain and sell convey confirm and assure unto the said Samuel
Joseph Wagner and to his heirs Executors Administrators and assigns
The said Brick house or tenement, the said four negro slaves
households and Kitchen Furniture Together with all and singular
the rights members appurtenances and Hereditaments whatsoever to
the said Brick house or Tenement belonging or in any wise apper-
taining, and the Reversion and reversions remainders and remainders
Rents Issues and Profits thereof and every part and parcel thereof
To have and to hold all and singular the said premises with
their appurtenances unto the said Samuel Joseph Wagner and
to his heirs, Executors Administrators and assigns In trust to the
sole and separate use and benefit of the said Mary Vesey her heirs
Executors Administrators and assigns absolutely and for ever free from
the present or future debts contracts or engagements of the said John
McCall and free from his intermeddling or controul in any manner
or way whatsoever - In Witness whereof the said parties to these pre-
sents have hereto set their hands and seals the day and year first
above written

Witness James Watts. Sam^r. Carter

John McCall (S^r)

Mary Vesey (S^r)

Sam^r. J. Wagner (S^r)

Schedule referred to by the Annexed Indenture

One Brick house or Tenement No 16 & Lot of Land in Lynches
Land 19 feet by 80 - Four negroes Jack, Billy, Lydia & Rose
Household & Kitchen Furniture Bedsteads beds and

Beding likewise Sunday plate &c. &c. — John W. Call (LS)
 Signed sealed & delivered in Mary Casey (LS)
 the presence of — Witnesses Saml. S. Wagner (LS)
 James Watt Saml. Cantey } —

James Watt being duly sworn made oath that he was present and saw John W. Call, Mary Casey, and Saml. S. Wagner sign seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned and that he also saw them sign and seal the annexed schedule and that he with Saml. Cantey witnessed the same —

Sworn to before me the 28th May 1813 Danl. J. Parsons JP
 — Recorded 28th May 1813 —

State of Georgia

This Indenture made the fifteenth day of February in the year of our Lord one thousand eight hundred and ten between doctor George W. Proctor of the City of Savannah practitioner of physic of the one part, Miss Harriet Houston of the same place of the second part and James E. Houston and Joseph Bryan of the State of Georgia planters and Stephen R. Proctor of the State of South Carolina planter of the third part Whereas a marriage is already agreed upon and by Gods permission shortly to be solemnized betwixt the said George W. Proctor and Harriet J. Houston and whereas the said Harriet J. Houston is entitled in her own right and belonging to her, seventeen slaves or negroes herein after first mentioned which together with negroes and lands herein after mentioned now belonging to the said George W. Proctor, are hereby intended to be settled and secured, so that the said Harriet J. Houston may be provided of a competent Estate for life and for other purposes herein mentioned now this Indenture Witnesseth, that for and in consideration, of the sum of one Dollar by the said James E. Houston Joseph Bryan and Stephen R. Proctor to the said George W. Proctor and Harriet J. Houston at or before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged the said Harriet J. Houston hath bargained, sold and delivered and by these presents doth bargain sell and deliver unto the said James E. Houston, Joseph Bryan and Stephen R. Proctor and the survivors and to his Executors, administrators and assigns, the negroes following to wit. Nanny and children Aminah and John her son, Saml. Flora, Nancy, Mancho

and in consideration of the sum of one dollar marriage and also
 and for divers other good causes and valuable considerations

Charles Lyons, Robert Christened and had children, Abraham, Sus
 Priscilla James Limerick, and Sarah and the future issue and increase
 of the female slaves. And the said George V Proctor hath granted, bargain
 ed sold, aliened, released, conveyed and confirmed and by these presents
 doth grant, bargain, sell, alien, release, convey and confirm unto the said
 James E Houston, Joseph Bryan and Stephen R Proctor and the sur
 vior and his heirs and assigns all that tract of land or plantation
 on May River in St. Lukes parish, Beaufort district in the State of
 South Carolina, containing five hundred and ninety two acres be the same
 more or less; bounded Southwesterly and Westwardly by lands of Daniels
 William Morgan, Easterly by May River, and northerly by lands of William
 Morgan and the said George V. Proctor, hath also bargained sold and
 released and by these presents doth bargain, sell and deliver unto the
 said James E Houston, Joseph Bryan and Stephen R Proctor and the
 survivor his Executors, administrators and assigns the following negroes, to
 wit Jessy, Plenty, Kelly, Quamina, Adam, Harriett, Mary, John
 Priscilla Jeffrey, Jane, Will, Miley, Rebecca, Tom, Louisa, George, Lucy
 Charlotte, Mary Ann, and Coesut and the future issue and increase of the
 female slaves and also all the Estate, right title Interest inheritance
 Benefit, claim and demands of the said Harriet T Houston & George V
 Proctor of in to or out of the said negroes and the issue and increase thereof
 of or of the said tract of land and appurtenances To have and to hold
 the said before recited tract of land and premises and hereby intended
 to be conveyed and settled and every part and parcel thereof with the
 appurtenances and also the before named negro slaves and the future
 issue and increase of the female slaves unto the said James E Houston
 Joseph Bryan and Stephen R Proctor and the survivor his heirs Execu
 tors, administrators and assigns In trust nevertheless and to and for the
 several uses intents and purposes and with the several restrictions limita
 tions, provisions and agreements herein after mentioned that is to say in
 trust to and for the sole use benefit and behoof of the said Harriet
 T Houston and George V Proctor according to each separate interest
 before signing these presents until the said marriage shall take effect
 and from and immediately after the solemnization of the said marriage
 In trust that they the said James E. Houston Joseph Bryan
 and Stephen R Proctor and the survivor his heirs, Executors ad
 ministrators and assigns shall and will permit and suffer the
 said George V Proctor and Harriet T Houston his intended wife
 to have receive take and enjoy the Rents issues and profits use and
 income of the said before described tract of land premises and

232 appurtenances and also of the before named negroes and the
future issue and increase of the female slaves to and for the
use benefit, behoof and advantage of the said George W. Proctor
and Harriet J. Houston his intended wife for and during the
term of their and each of their mutual lives and for and during
the term of the mutual life of the survivor of them the said
George W. Proctor or Harriet J. Houston, & immediately from
and after the death of such survivor, Then in trust to and
for the equal use benefit advantage and behoof such children
or children of the said George W. Proctor or Harriet J. Houston
his intended wife as may attain the age of twenty one years or
day of marriage share and share alike & for his, her or their
heirs Executors administrators and assigns and in case of the
death of the said George W. Proctor and Harriet J. Houston
his intended wife without such child or children attaining
the age of twenty one years or day of marriage. Then in trust
that the negroes & their increase herein before intended to be
conveyed & settled, as belonging to the said Harriet J. Houston
shall be held subject to the use benefit advantage and behoof
of such person or persons his, her, or their heirs and assigns as
the said Harriet J. Houston may by deed or will appoint,
grant, give or bequeath, and in case of no such appointment
grant, gift or bequest as aforesaid be made by the said Harriet
J. Houston, Then in trust to and for his right heirs and
also in trust that the land & negroes and their increase herein
before intended to be settled and conveyed as belonging to the
said George W. Proctor, shall be held subject to the use benefit
advantage and behoof of such person or persons his, her or their heirs
and assigns as the said George W. Proctor may by deed or will grant
give bequeath or devise and in case of no such grant, Gift, bequest
or devise as aforesaid by the said George W. Proctor then in
trust to & for his right heirs and in further trust that the
mutual consent of the said George W. Proctor and Harriet J.
Houston his intended wife and the said trustees or the
survivor or survivor his heirs, Executors or administrators the
whole or any part of the said land & negroes and their increase
may be sold, disposed of exchanged or transferred to such
person or persons & his, her or their heirs Executors, Administrators
and assigns as may contract and agree for the same or any part
thereof provided nevertheless that the said Trustees or the surri

either or survivor his heirs Executors or administrators, shall well appoint and settle or cause to be appointed and settled, the proceeds or Consideration of such Sale, disposal, Exchange or transfer to the same uses trusts Benefit, advantage and behoof as herein before contained & understood in this deed of settlement which appointment and settlement of the said trustees or trustee, shall be made to the best of his or their judgment and discretion for the uses & trusts aforesaid without responsibility or future claim on them or either of them or their or either of their heirs, Executors or administrators, or their or either of their Estates from or on behalf of any party or parties presently or hereafter interested in these presents In witness whereof the parties to these presents have hereunto set their hands and seals the day and year, first before mentioned.

sealed & delivered in the presence of
 Mary A Houston Sarah Ann Proctor
 Witnesses to G. C. Proctor Harriet Houston J. E. Houston
 Charles Harris Morris Miller Not Pub. witnesses
 to Joseph Bryan and J. R. Proctor

George C. Proctor (S)
 Harriet Houston (S)
 J. E. Houston (S)
 Joseph Bryan JP (S)
 J. R. Proctor (S)

Georgia Chatham County

Sarah Ann Proctor being duly sworn deposes that she was present and saw the within parties to this deed of marriage settlement, sign seal & deliver the same for the purposes therein contained & that she with Mrs. Mary A. Houston were witness to the same

Sarah A. Proctor

Sworn to before me this 26th July 1810 M. Miller Not Pub

Recorded 4th June 1813

State of Georgia Chatham County

in Vol of J. R. Proctor - same records 5-22-1890 149

This Indenture made the Seventh day of February in the year of our Lords one thousand eight hundred and thirteenth; Between Stephen R. Proctor of the State of South Carolina planter of the one part Miss Mary B. Screven, also of the said State of South Carolina Spinster of the second part, and John Screven and Doctor George C. Proctor of the State of Georgia planters of the third part. Witnesses, That Where as there is soon by Gods permission, a Marriage to be had and solemnized by and between the above named Stephen R. Proctor and Mary B. Screven and whereas the said Stephen R. Proctor is willing to settle the Estate real and personal hereinafter mentioned for the uses contained in this settlement. And whereas there is also a considerable undivided real and personal Estate, belonging to the said Mary B. Screven derived from the Estates of her Father and Mother and otherwise, which it is intended to have settled by this Instrument of writing. Now therefore this

Indenture Witnesseth, that the said Stephen R. Proctor for and in consideration of the said intended marriage and for acts in consideration of the sum of one dollar to him in hand paid by the said John Severn and George V. Proctor at & before the dealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Stephen R. Proctor, hath bargained sold aliened conveyed and confirmed; and by these presents, doth bargain sell, alien, convey and confirm unto the said John Severn and George V. Proctor, all that tract of lands, situate lying and being on Savannah River containing five hundred and fifty acres more or less in St. Peter's parish Beaufort district in the State of South Carolina, bounded in the year of our Lord one thousand seven hundred and sixty two, to the South East on Savannah River, and on all other sides on Sermayn and Charles Wrights land, having Wrights Cut nearly through the center, and purchase of William Mayner of Charleston by John Severn and by him sold to the said Stephen R. Proctor, reference being had to the said Deeds will more fully and at large appear. And also all that other plantation or tract of land containing Eight hundred and thirty four acres surveyed for the said Stephen R. Proctor on the twenty sixth day of march, in the year of our Lord one thousand eight hundred and ten, situate in Beaufort district in St. Peter's parish on Savannah river, in the said State of South Carolina and on the waters of Wrights river bounded Southwest by a small navigable creek part of Wrights river, leading from said River through the Cut to Savannah River and lands granted to Charles Wright now the said Stephen R. Proctor, South by Savannah River, and on all other sides by vacant lands, granted to the said Stephen R. Proctor by His Excellency Henry Middleton, on the fifth day of August in the year of our Lord one thousand eight hundred and seven, Together with all and singular the Houses out Houses buildings, ways uses water courses improvements and appurtenances to the said two tracts belonging or in any way appertaining. And the said Stephen R. Proctor hath also bargained sold and delivered and by these presents, do bargain sell and deliver unto the said John Severn and George V. Proctor the following negro slaves to wit, Mike, Patrick, Hector, Harstimes, Moses, William Chin Onko Charles, Kammals, Binah, Nancy Sarah, Lary Betty

Hannah, Marriah and Jenah and her two children Brutus and
 Neptune, together with the issue of the female slaves, And the said Mary
 B. Seaven, with the consent of the said Stephen R. Proctor, her inter-
 ded husbands, as evidenced by his being a party to these presents, and
 for and in consideration of the intended marriage aforesaid, hath granted
 bargained, sold, delivered, aliened, conveyed and confirmed, and by
 these presents, doth grant, bargain, sell, deliver, alien, convey and confirm
 unto the said John Seaven and George W. Proctor all and singular
 the Estate, real and personal consisting either of Lands or tenements, negroes
 or other Chattels real or personal belonging to her, or which she has a right
 to claim from the Estate of the late John Seaven Esquire deceased or
 Mrs. Elizabeth Seaven, or from any other Estate or by any other right
 whatever; and also all the right title, Interest Property, claim, benefit
 demands or Inheritance of the said Stephen R. Proctor and Mary B.
 Seaven of in to or out of the Lands, tenements, negroes and real and
 personal Estate herein before conveyed and intended to be sold. To
 have and to hold the said tracts of lands, tenements and appurte-
 nances, negroes and all other real or personal Estate herein above con-
 veyed unto the said John Seaven and George W. Proctor and the
 Survivor, and the heirs, Executors, administrators and assigns of such
 Survivor, In Trust Nevertheless and to and for the only use benefit
 and behoof hereinafter expressed and declared, and to no other use and
 for no other benefit whatever, That is to say, In Trust to and for
 the sole use and benefit of each party conveying according to the Interest
 conveyed, until the dissolution of said marriage shall take place
 and immediately thereafter to and for the use and benefit of the
 said Stephen R. Proctor and Mary B. Seaven his intended wife for
 their joint natural lives and in case of the death of the said Stephen
 R. Proctor or Mary B. Seaven his intended wife without issue,
 then to & for the use of such Survivor during his or her natural life
 and in case of issue living at the death of either or being lawfully
 born after the death of the said Stephen R. Proctor, then and in
 such case, In Trust that the said child or children shall be entit-
 led to one ~~the~~ half of the Estate real and personal herein before con-
 veyed and from and after the death of the Survivor to and for the
 sole use and benefit of the child or children of the said Stephen R.
 Proctor and Mary B. Seaven his intended wife and in case of the
 death of either the said Stephen, R. Proctor or Mary B. Seaven
 his intended wife without any child or children lawfully born from the
 said marriage then the Particular Estate real and personal herein

236 before conveyed by each party to be at the sole disposal of such party as he or she may declare by deed appointment or Will (which deed or appointment the said Mary B. Torven is hereby authorized to make notwithstanding her Coverture). And in case of the death of either party without such child or children as aforesaid, and without any disposal of the said Estate by deed, appointment or Will, then In Trust to and for the sole use of such survivor, his or her heirs, Executors, administrators and assigns. And Lastly in further Trust to be in lieu and stead of all dower and claim of thirds on the part of the said Mary B. Torven the intended wife of the said Stephen R. Proctor, and the said Stephen R. Proctor, for himself his heirs, Executors and Administrators, doth hereby covenant contract and agree to and with the said John Torven and George W. Proctor and the survivor and the heirs executors and administrators and assigns of such survivor, that all and every part of the Estate and property real and personal of the said Mary B. Torven which she now has or possesses or is seized for which may at any future day belong to her or be delivered into her possession or the possession or power of the said Stephen R. Proctor, shall be received, accepted and taken as subjects to the terms, conditions, trusts and uses of this deed and settlements and be the said Stephen R. Proctor his heirs executors or administrators shall and will at all times execute any Instrument of writing, necessary requisite or required to perfect and complete this covenant and the real intention and purposes of this deed of Marriage Settlement. And it is further agreed and understood by all the parties to these presents that the said Stephen R. Proctor the said Mary B. Torven, with the consent of the Trustees or the survivor or his heirs, Executors or administrators, can and may at any time, sell, dispose and transfer any property herein before conveyed, on condition that the fair proceeds thereof, shall be placed, secured and employed in such other property as the trustees aforesaid shall approve of to and for the use trusts and conditions herein before contained. And it is hereby fully understood and declared by the parties to these presents, that the tract of land herein first conveyed by the said Stephen R. Proctor and originally purchased by John Torven from William Mawzyck is now under mortgage to the said William Mawzyck for about the sum of

Three thousand two hundred dollars, which the said Stephen P. Proctor, his heirs, Executors and administrators will pay & cause to be paid notwithstanding this conveyance or any thing herein contained to the contrary - In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first before written signed sealed and delivered in the presence of the following words to wit.

Stephen P. Proctor (S)
 Mary B. Severen (S)
 John Severen (S)
 George W. Proctor (S)

is now under mortgage to the said William Marysch being first interlined - Sarah A. Severen Amelia S. Severen

State of South Carolina Beaufort district

Personally appeared before me Mrs Sarah A. Severen who being duly sworn saith that she was present and saw the parties sign seal and deliver the above marriage settlement for the purposes therein mentioned, and that Amelia S. Severen signed the same as a witness together with this deponent - Sarah A. Severen
 Severen to before me this 21st of May 1873 G. W. Morrill J.P.
 - Recorded 4th June 1873 -

South Carolina

This Indenture Tripartite made this Tenth day of April in the year of our Lord one thousand eight hundred and Thirteen between Nathaniel Welch of the village of Solington State of South Carolina of the one part Elizabeth Keft Spinster of the second part and Thomas Welch of the City of Charleston Trustee nominated and appointed by the said Nathaniel Welch and Elizabeth Keft for the trusts intents and purposes herein after expressed and declared of the third part. Whereas a marriage by divine permission is shortly to be had and solemnized between the said Nathaniel Welch and Elizabeth Keft and whereas the said Elizabeth Keft is possessed in her own right of a female negro named Mary gifted to her by her mother Susan Keft as appears by a deed of gift Recorded in the Secretary of State's Office Book of Miscellaneous Records R R B page 23 and whereas the said Nathaniel hath agreed to settle the said negro woman to the uses and upon the trusts herein after mentioned Now this Indenture Witnesseth that the said Elizabeth Keft in consideration of the premises and of one dollar to her in hand paid by the said Thomas Welch the receipt whereof is hereby acknowledged, hath granted Bargained and sold and delivered and by these presents doth grant bargain sell and deliver unto the said Thomas Welch the above mentioned negro slaves named

238 Many to have and to hold all and singular the said
negro slave named Many with her fixture & one an increase
of the female to the said Thomas his Executors administrators
and assigns to for and upon the uses and trusts to be herein
declared of an concerning the same. that is to say in Trust
to the use of the said Elizabeth Keft untill the intended
marriage shall take effect and from and immediately after
the solemnization thereof in Trust that he the said Thomas
his heirs Executors administrators and assigns do and shall
during the joint lives of the said Nathaniel and Elizabeth
his wife permit them to have the use and enjoyment of the
said Trust Estate and to receive the Income and profits
arising therefrom and upon the death of either of them in Trust
for the survivor and upon the death of such survivor in Trust
for the use Benefit and behoof of the Issue of the said
Nathaniel and his wife Elizabeth who shall be alive at the
time of the death of the survivor of them and who shall live to
attain the age of Twenty one it is expressly agreed and under-
stood by the parties to this deed that the Trust Estate herein
conveyed shall in no manner whatever be liable to the debts
of the said Nathaniel Welch or any future husband of the
said Elizabeth - and it also declared and agreed by and
between the parties that in case the said Nathaniel and Eliza-
beth or the survivor of them shall be willing at any time or times
during their Coverture or whether either of them shall be sole or
married to sell and dispose of any or part of the said Trust
Estate; and it shall and may be lawful to and for the said
Elizabeth and Nathaniel her husband or the survivor of them
shall think fit and convenient and the said Thomas doth
hereby covenant promise and agree to and with the said
Nathaniel & Elizabeth that he the said Thomas his heirs
Executors Administrators and assigns shall and will assign
transfer and dispose of the said trust estate or any part
thereof to such person and persons and to and for such purposes
as the said Nathaniel and Elizabeth his wife or the survivor
or survivors of the same from time to time may direct -

Provided nevertheless that the moneys arising from the sale
of the said trust Estate shall be settled and secured and
be for the same use intents and purposes as is herein before men-
tioned and declared - In Witness whereof the said parties

have herunto set their hands and seals the day and year first above written

Nathanial Greene Welch (2)

Witness - Othniel J Giles Elizabeth Keft (2)
Rachel Sheppard - Tho. G Welch (2)

Othniel John Giles being duly sworn made oath that he was present & saw Nathanial Greene Welch Elizabeth Keft and Thomas G Welch sign seal & deliver the foregoing Instrument of writing for the uses & purposes therein mentioned & that he with Rachel Sheppard witnessed the same

Sworn to before me the 4th day of June 1813 Dand. J. R. Rameal Sp
Recorded 4th June 1813

State of South Carolina

This Indenture made, Concluded and agreed upon this twenty fifth day of May, in the year of our Lord one thousand, eight hundred and thirteen and in the thirty seventh year of the Independence of the United States of America Between John Hinckley Mitchell of the City of Charleston and State aforesaid of the first part; Christian Muldrup Logan of the said City and State of the second part and Elizabeth Chanler of the said City and State of the third part - Witnesseth that a marriage being intended by God's permission to be shortly had and solemnized between the said John Hinckley Mitchell and Elizabeth Chanler and in case the said marriage shall take effect. That the said John Hinckley Mitchell, for the securing of all the real and personal estate goods and Chattels now belonging to the said Elizabeth Chanler doth hereby for himself, his heirs executors, administrators and assigns covenant, promise and agree and doth hereby absolutely grant and confirm unto the said Christian Muldrup Logan, in trust for the said Elizabeth Chanler, two female negro slaves named Flora and her daughter named Daphne now at the present time the property of and in the possession of the said Elizabeth Chanler for her own separate use and behoof for ever together with all their future issue and increase - To have and to hold the said two negroes Flora and Daphne together with their future issue and increase, as also every other species of real & personal property unto the said Christian Muldrup Logan in trust as aforesaid unto which she the said Elizabeth Chanler may now or shall hereafter be entitled unto, or which may be devised bequeathed, or given unto her, hereby empowering the said Christian Muldrup Logan in trust as aforesaid, to sell grant and convey any part or parts of said trust Estate to any person or persons whomsoever for

Such price or prices and such terms and conditions as he the said Christian Meldrup Logan may think fit and expedient and with the proceeds thereof to purchase any other real or personal Estate, in the name and to and for the use of the said Elizabeth Chanler and her heirs, as may be deemed most beneficial to the interest of the said trust Estate —

In Witness whereof the said parties to these presents have hereunto set their hands and seals at Charleston the day and year before mentioned — — — — J. H. Mitchell (S),
signed sealed and delivered, Chris^m Logan (S),
in the presence of — — — — Eliza Chanler (S)

John H. Mitchell Tho^s C. Marshall —

Thomas C. Marshall being duly sworn made oath that he was present and saw John H. Mitchell, Christian M. Logan and Eliza Chanler sign seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned and that he with John H. Mitchell witnesses the same —

Given to before me the 9th day of June 1813 Dan^l Jas. Ravenel Sp
— Recorded 9th June 1813 —

Fourth Part.

This Indenture Quadruplicate made the Eleventh day of May in the year of our Lord one thousand eight hundred and Thirteen and in the Thirty seventh year of the Sovereignty and Independence of the United States of America Between James Shoolbred of the City of Charleston in the State aforesaid Esquire of the First part; Miss Mary Shoolbred daughter of the said James Shoolbred of the Second part, Doctor Charles Drayton of the same place of the Third part and Wilmet S Gibbs and John Middleton Esquires Trustees for the purposes hereinafter mentioned of the Fourth part: Whereas a marriage by God's permission is shortly intended to be had and solemnized by and between the said Charles Drayton and Mary Shoolbred by and with the private and consent of the said James Shoolbred his father (being his only surviving parent and natural guardian) And Whereas the said Mary Shoolbred is entitled under and by virtue of her deceased Mother's marriage Settlement bearing date the Twentieth day of June One thousand seven hundred and ninety seven and made or mentioned to be made between the said James Shoolbred and Mary his wife, late Mary Middleton

a return to the settlement of the Miscellaneous
and 222 page 244 —

244 only daughter and heiress of Thomas Middleton deceased, of the one part
and John Gibbs and Robert Reeve Gibbs Junr. Trustees for the
-uses therein mentioned of the other part of in and to one equal undi-
-vided fifth part and proportion of one equal moiety or half part of all
and singular the real and personal Estate and Property therein men-
-tioned, described and set forth consisting of a Tract of Land on St. John's
Island containing Thirteen hundred acres, of a Tract of Land on
Southantee River supposed to contain about Three hundred and
thirty three acres, and of a certain number of negro Slaves therein par-
-ticularly named, Subject nevertheless to the life Estate of the said
James Shoolbred therein: as in and by the said Marriage deed
now being and remaining of Record in the office of the Secretary of
State in Charleston, reference being thereunto had may more fully
appear: And Whereas the said Mary Shoolbred is entitled under
and by virtue of the last Will and testament of Jonathan Pe-
-rilmead, in and to certain negro Slaves specifically bequeathed to
her therein: Also to a certain share or proportion of the said
Testator's real and personal Estate therein mentioned to be divided
and allotted to her from and immediately after the expiration of
a certain period or time therein limited and as yet unexpired: And
also to certain other shares and proportions thereof under the said Will
contingent on the particular events therein set forth and limited
to be divided and allotted to her in like manner from and after the
expiration of the same period of time therein expressed as aforesaid
as in and by the said last Will and Testament of the said Jonathan Pe-
-rilmead now filed in the Office of the Ordinary for Colleton
District in the State aforesaid, reference being thereunto had may
more fully appear: And Whereas prior to the intended marriage it
is agreed by and between all the said parties that upon the said
marriage taking effect, he the said James Shoolbred shall pay into
the hands of the said Charles Drayton the sum of Two Thousand
Pounds in ready money or stock which shall be accepted and received
by him on account of the undivided share, interest or proportion to
which the said Mary Shoolbred will be entitled on the death of
her father, of and in the aforesaid plantation or Tract of Land at
Santee (such value to be hereafter ascertained by Commissioners duly
appointed to value and appraise the same) so as to extinguish to
the amount of the said Two Thousand pounds and not exceeding
the said sum, all claim right title share or interest of her the said
Mary Shoolbred or of him the said Charles Drayton in her right of

and in the saide Lande or any part thereof: which
 said sum of money shall nevertheless be held subject to the pro-
 visions hereinafter expressed for the repayment of the same:
 And it is further agreed by and between all the said parties that
 all the rest of the Estate Real and Personal of the said Mary
 Shoolbreed as well in possession as expectancy and howsoever
 derived, shall upon the said marriage taking effect be settled
 to and for the uses and purposes, trusts and intents hereinafter
 specified: Now therefore this Indenture Witneseth that
 the said Mary Shoolbreed, by and with the privacy and
 assent of the said Charles Drayton her intended husband
 testified by his being a party hereto and sealing and deliver-
 ing these presents, for and in consideration of the said inten-
 ded marriage and for the further consideration of one Dollar
 to her in hand paid by the said William, J. Gibbs and John
 Middleton Trustees aforesaid, at or before the sealing and
 delivery of these presents the receipt whereof she doth hereby
 acknowledge, hath granted bargained, sold assigned, trans-
 ferred and conveyed and by these presents doth grant bar-
 gain, sell assign, transfer and convey unto the said William
 J. Gibbs and John Middleton and the survivor of them, all
 her undivided share, portion or interest of all and singular the
 lands, tenements and hereditaments (except her share and
 interest in the Lands at Lantee as aforesaid) and also all the
 negro Slaves to which she is now entitled or may or shall hereafter
 in any event and especially in the event of the death of the
 said James Shoolbreed her father, lawfully have claim or
 demands under and by virtue of the aforesaid marriage deed
 or Settlement of them the said James Shoolbreed and Mary
 his deceased wife above mentioned & alluded to: And also all
 undivided shares or portions of the Estate of the said Jonathan
 R. Wilmet to which she now is or hereafter may be entitled
 under and by virtue of his last Will and Testament as
 above set forth either in possession, remainder, reversion or
 expectancy, both of lands and Slaves or other goods or chattels
 or property whatsoever: And also all her Estate right, ^{title} and
 interest thereof and therein both in Law and Equity with
 all and singular the rights and appurtenances: To have and
 to hold, take and receive all and singular the premises with
 the appurtenances to them the said Wilmet J. Gibbs and

John Middleton and the survivors of them and the heirs executors and administrators of such survivors forever: In trust nevertheless (except as to the undivided share and interest of the said Mary Shoolbred of and in the Tract of lands on South Lantee River, expectant on the death of her father as aforesaid) and to and for the uses intents and purposes hereinafter specified of and concerning the Estate interest and property by these presents intended to be conveyed and settled and to and for no other use whatsoever: That is to say, In Trust to and for the sole and only use benefit and behoof of the said Mary Shoolbred her heirs executors administrators and assigns until the said intended marriage shall be duly had and solemnized: and from and after the solemnization of the said intended marriage In Trust to and for the joint and equal use benefit and behoof of them the said Charles Drayton and Mary Shoolbred during their joint lives to permit and suffer them to hold possess and take to their joint use, the Revent, issues and profits thereof, the labor and hire of the slaves interests of the monies and other emoluments and proceeds without impeachment of or for any manner of Waste: And in case the said Charles Drayton should first depart this life with out leaving any issue of the said marriage ^{living} at the time of his death, Then in trust to and for the said Mary Shoolbred her heirs executors, administrators and assigns absolutely and for ever freed and discharged of and from all further and other uses and trusts whatsoever of or concerning the same: But in the event of the death of the said Mary Shoolbred before the said Charles Drayton and of his surviving her in like manner leaving no lawful issue of the said marriage or leaving issue and such issue not attaining the age of Twenty one year or day of marriage, then as to one moiety of all and singular the Estate and Interest & premises with the appurtenances herein intended to be conveyed as aforesaid with the rights members and appurtenances (except as to the aforesaid Lantee lands) In trust to and for the only use benefit and behoof of the said Charles Drayton his heirs executors, administrators and assigns absolutely and for ever: and the other moiety thereof In trust to and for the sole and only use benefit and behoof of the said James Shoolbred the father of the said Mary Shoolbred his heirs executors, administrators and assigns absolutely and for ever

But if at the time of the death of either of them the said Charles Drayton and Mary Shoolbred whichsoever shall first happen there should be issue of the said marriage living, Then In trust and

to and for the use benefit and behoof of the survivors (which
 soever of them the said Charles Drayton and Mary Shoolbreck
 shall survive the other) for and during the term of his or her na-
 tural life without impeachment of waste: or to permit the sur-
 -vivors for and during the term of his or her natural life to have
 and take to himself or herself or to his or her own proper use the
 rents, issues, labor and profits of all and singular the said seals
 and personal Estate and premises (except the said Santee lands)
 with the appurtenances: And from and immediately after the
 death of such survivor, then the one equal moiety of all and singu-
 -lar the aforesaid premises (except as aforesaid) with the appurte-
 -nances In trust and to and for the use of the said issue of the
 marriage equally to be divided if more than one (as touching the
 real Estate no tenants in common and not as joint tenants)
 and to their several and respective heirs, executors, administrators
 and assigns for ever: but if there should be but one child
 then in trust and to the use of such child & to his or her
 heirs, executors, administrators and assigns for ever: And the
 other equal moiety of all and singular the aforesaid premises
 with the appurtenances (except as aforesaid) In trust and to
 and for the use of such person or persons in such portion or
 portions for such estate or estates, uses and trusts as has the
 said Charles Drayton or the said Mary Shoolbreck as the
 case may be (whichever shall be the survivor) by any deed or
 deeds of Gift, grant or appointment under his or her hands
 and Seal duly executed in the presence of two or more credible
 Witnesses in his or her life time or by his or her last Will and
 testament duly executed shall think proper to limit, appoint
 devise or dispose of the same: and in default of such limita-
 -tion appointment devise or disposition thereof, then in trust
 to and for the right heirs executors administrators and assigns
 of such survivor for ever: And as touching and concerning the
 aforesaid sum of two thousand pounds to be paid into the
 hands of the said Charles Drayton, he the said Charles
 Drayton doth for himself his heirs, executors and adminis-
 -trators, covenant and agree to and with the said James
 Shoolbreck his executors, administrators and assigns in manner
 following, Viz. That in the event of the death of her the said
 Mary Shoolbreck before him the said Charles Drayton leaving
 no issue alive of the said marriage, then he the said Charles

245 Drayton shall and will within twelve months from and after the de-
-cease of the said Mary pay over and return the aforesaid principal
sum of Two thousand Pounds unto him the said James Shoolbred
his heirs, executors, administrators or assigns And that in case he the
said Charles Drayton shall depart this life before the said Mary
leaving no issue of the said marriage then the aforesaid principal
sum of money shall be paid within twelve months after the death of
the said Charles Drayton by his heirs, executors or administrators unto
her the said Mary Shoolbred her heirs, executors, administrators
or assigns: But in the event of the death of the said Mary Shool-
bred before the said Charles Drayton leaving issue of the said
marriage, then in that case the aforesaid sum of Two thousand
pounds shall be paid upon the death of the said Charles Drayton
by his executors or administrators to and among all the children of the
said marriage then living in equal proportions share and share
alike if more than one, but if only one then to that one absolutely
and forever: And the said Charles Drayton and Mary Shoolbred
for the consideration of the aforesaid sum of Two thousand Pounds sterling
do hereby bind & oblige themselves, and each of them, their & each of their heirs and assigns duly
to make seal and execute, or cause to be made sealed and executed
good and sufficient titles or deeds of release, conveyance and quit claim
of all the undivided share proportion, interest & Estate which the
said Mary Shoolbred now hath or which they the said Charles
Drayton & Mary Shoolbred from & after the consummation of their in-
-tended marriage shall or may have or claim of and in the aforesaid
tract of lands on Santee, unto him the said James Shoolbred his
heirs & assigns forever, & unto whomsoever he the said James Shool-
bred shall direct or appoint, his, her or their heirs & assigns for ever
whenever they the said Charles Drayton & Mary Shoolbred or the
survivor of them shall be thereto required by the said James Shool-
bred his heirs, executors, administrators or assigns: And it is hereby so-
-lemnly & agreed upon by & between all the parties to these presents
that as soon as the shares proportions & interest of the said Mary
Shoolbred under the aforesaid marriage settlement of the said
James Shoolbred & his late wife Mary (except her share in the
Santee lands as aforesaid) & under & by virtue of the last will &
testament of the said Jonathan B. Milmed above set forth shall
be divided allotted & assigned to her, that they the said William
T. Gibbs & John Middleton or the survivor of them or the heirs and

246 . cutors or administrators of such survivor shall cause the same to be
fully & fairly set forth & described in a schedule thereof to be hereunto
annexed pursuant to the Act of the General Assembly of this State
in such case made & provided: And it is hereby further cove-
nanted & agreed upon by & between all the parties to these presents that
if at any time hereafter, after a division & ascertainment of the
property & interest of the said Mary Throbbes in severalty shall
be made, it shall be founde advisable or manifestly for the
interest of the parties to whose use the benefits of the property
are limited to sell or dispose all or any part or portion of the
Estate real or personall which is subjected to the terms of this
Deed (except the aforesaid proportion of share in the Santee
Lands) and the said Charles Drayton & Mary Throbbes
during their joint lives or the survivor of them shall assent
thereto, it shall and may be lawful to & for the said Wilmot
J. Gibbs and John Middleton or the survivor of them or the
heirs, executors or administrators of such survivor, to sell the
part or portion, property or interest so desirable and expedient
to be sold; nevertheless vesting & securing or causing or procu-
ring to be vested and secured the proceeds thereof or other sub-
stantial Estate or property real or personall of equal value to
and for the same uses intents and purposes as the property so
sold was subjected to by the terms and true intent and mean-
ing of these presents: And that all and singular the costs
charges and expences to be necessarily incurred by the said Trustees
in and about the execution and fulfilment of the Trusts con-
tained in this deed of Settlement or Indenture shall and may
from time to time be defrayed out of the estates interest and
property settled and secured in and by these presents: And the
said Charles Drayton for himself his heirs, executors and ad-
ministrators doth by these presents covenant and agreed to and
with the said Wilmot J. Gibbs and John Middleton and the
survivor of them and the heirs, executors and administrators
of such survivor that upon the division and allotment of the
shares or proportion of the said Mary Throbbes under the
aforesaid Marriage Settlement of her said Parents (except
as to the said Santee Lands) and under the last Will and
Testament of the said Jonathan B. Wilcox as aforesaid and the
specification of the part or share of the said Mary Throbbes
thereof and therein respectively, that he the said Charles Drayton

at the reasonable request of them the said Wilmot S Gibbs and John Middleton or the survivor of them or the heirs executors or administrators of such survivor shall and will make do seal and execute or cause to or procure to be made done sealed and executed all such further and other deeds and deeds conveyances or assurances for the further better and more effectually securing all and singular the estate and interests of the said Mary Shoolbred to and for the uses intents trusts and purposes aforesaid according to the true intent and meaning of these presents as by them the said Wilmot S Gibbs and John Middleton or the survivor of them or the heirs executors or administrators of such survivor or his or their Counsel learned in the Law shall be reasonably advised devised and required: And untill such conveyances and assurances shall be duly made and executed that all and singular the Estate interest and property of the said Mary Shoolbred derivable or to be derived from and under the aforesaid marriage deed of her said Parents (except her undivided share or proportion of the Santed Lands as aforesaid) and from and under the aforesaid last Will and Testament of the said R Wilman deceased whensoever the same shall fall or be vested in possession, shall be and remain subject to all and singular the uses, trusts, intents and purposes aforesaid according to the true intent and meaning of these presents — In Witness whereof the said Parties have hereunto interchangeably set their hands and affixed their seals at Charleston in the State aforesaid on the day and in the year first above written —

Sealed & delivered in the presence of
 Robert R Gibbs Henry Abr. Desaussure }
 witnesses to the signature of Jas. Shoolbred }
 Miss Shoolbred & Dr. Drayton — }
 James Shoolbred (S)
 Mary M Shoolbred (S)
 Charles Drayton Junr (S)
 Wilmot S. Gibbs (S)
 Middleton (S)

Henry Abr. Desaussure William F Desaussure witnesses to the signature of
 Mr. S Gibbs — Jacob Ford Henry Abr. Desaussure
 witnesses to the signature of John Middleton —

Mr. Henry Alexander Desaussure being duly sworn made oath that he was present and saw James Shoolbred Mary M Shoolbred Charles Drayton Junr. Wilmot S. Gibbs and John Middleton sign seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned and that he together with Robert R Gibbs William F Desaussure and Jacob Ford witnessed the same — Sworn to before me the 15th day of June Recorded 15th 1813 Dan: Sars. Ravenel S P 3th June 1813

the youngest of the Parish of Saint John Berkeley County in the Strategy
 of said planters of the first part Eliza Maria Lawrence

This Indenture Tripartite made the
 eighteenth day of March in the year of our Lord one thousand
 eight hundred & thirteen Between Isaac Couturier of
 Charleston, in the said State Widow of the second part and
 Thomas Matthews of Charleston aforesaid planter and John
 Fraser of the same place Merchant of the third part, Whereas
 a marriage is intended by Gods permission to be shortly had &
 solemnized between the said Isaac Couturier and the said
 Eliza Maria Lawrence. And whereas the said Eliza Maria
 Lawrence at the time of the Execution hereof, in her own Right
 is possessed of and intitled unto certain Slaves named Paul Scipio
 Scipio Andrew Maud Sappho, Betty, Myra, Lauretta, Priscilla &
 Simon & Sappho a child and also to certain articles of Household
 & Kitchen Furniture enumerated in the schedule hereunto subjoined
 and is also intitled to some Estate & Property under the Will
 of her Father Daniel Hall Esquire, deceased, and likewise
 on the death of her mother, in case she survives her said mother
 under and by virtue of the Will of her Grand Father John Hall
 Esquire, late of the City of Bristol in England, deceased, to one
 half of a Legacy of Twelve hundred pounds Sterling, or thereabouts
 and may also on the death of her said mother by her Will or
 as one of her heirs & Representatives, and by other Means become
 intitled unto other Estate & Property. And Whereas upon the
 Treaty of the said intended marriage it was agreed & is hereby
 agreed by and between the said Isaac Couturier and Eliza
 Maria Lawrence that all the Estate Property & Interest of the
 said Eliza Maria Lawrence, of what nature or kind soever
 whether in possession, Reversion, Remainder, Contingency or
 Expectancy, should be conveyed assigned transferred & secured
 to for and upon the several uses, Trusts, Intents & purposes
 herein after expressed of & concerning the same respectively. Now
 this Indenture Witnesseth that in pursuance of the said Agree-
 ment & in consideration of the said intended marriage and of
 one Dollar to the said Eliza Maria Lawrence by the said
 Thomas Matthews & John Fraser well & truly paid, she the said
 Eliza Maria Lawrence (by & with the Knowledge, Privacy, Consent
 & Approbation of the said Isaac Couturier her intended husband
 testified by his being a party to, & executing of these presents) hath
 granted, bargained, sold, released, conveyed, assigned, transferred &

let over and by their presents both grant bargain sell release convey
 assign transfer & set over unto the said Thomas Mathews & John Grand
 all their twelve share herein before named together with the future
 issue & increase of the female also the household & Kitchen furniture in
 the subjoined Schedule mentioned & set down And likewise all the Estate
 Right Title Interest Trust Inheritance property profits claims &
 Demands whatsoever both in Law & Equity which the said said
 Married Women here hath, or hereafter may have of in or to any Estate
 Law or Equity whatsoever under or by virtue of the Will of his Father
 or his said father before named or either of them, and also all the
 present Title Interest & claim as far as in his power lies, to all other Estate
 & Profits to which she may become entitled on the death of his Mother
 or by any other means, which she would have taken & enjoyed had
 she remained sole & unmarried. To have and to hold all & singulars
 the said share with the future issue & increase of the female the said
 household & Kitchen furniture and all & singulars other the Estate Profits
 & Inheritance herein before granted conveyed assigned & transferred to
 the said Mathews and Grand intended so to be, and every part & parcel thereof
 with the same & every of their Appurtenances, unto the said Thomas Mathews
 & John Grand and the Survivors of them his heirs, Executors, Administrators
 & assigns for ever to be and upon the several uses Trusts Interests
 & Profits following that is to say As to the said twelve share herein
 before named, & the future issue & increase of the female, For the
 use of the said Clara Maria Lawrence until the solemnization of the
 said marriage, and from and immediately thereafter for the sole &
 separate use of the said Clara Maria, & during her life without
 being liable for the Control, or subject to the debts of her said in-
 said husband, and from & immediately after the said death, For the
 use of Robert Lawrence Lawrence & Susan Ann Lawrence his & her
 heirs in his late husband Robert Daniell Lawrence, deceased
 their Executors, Administrators & assigns for ever, to be equally divided
 between them, and if either of them shall be then dead, without
 issue surviving, then to the use of the survivor, or his or her children
 for ever but if one of them only shall be then dead leaving left
 issue surviving, such issue shall take the share intended for the
 parent, but if both the said Robert Daniell Lawrence & Susan
 Ann Lawrence shall die in the life time of their mother without
 leaving any issue surviving then For the use of such person or persons
 for such Estate & Estates & in such parts & proportions as may & manner
 as the said Clara Maria by deed or Will or any writing purporting

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to be her Will, & duly executed shall, notwithstanding her Covetise direct limit & appoint And as to the said household & Kitchen Furnitures to the sole & separate use of the said Eliza Maria Lawrence for ever without being subject to the debts & Incumbrances of her said intended husband & to be fully at her Gift sale or disposal in any manner she may think fit And as to the Contingent Legacy aforesaid under the will of the aforesaid John Hall, and all other Estate & Property to which the said Eliza Maria Lawrence is or may become, intitled unto under the Will of her late Father Daniell Hall deceased or to which she may become intitled on the death of her mother or by her said Mothers Will or by any other ways or means whatsoever. In Trust for and To the sole separate & distinct use of the said Eliza Maria Lawrence for & during her life without being liable to the Control or subject to the debts of her said intended husband; and from and immediately after her death, To the use of her two children before named, and all & every other child & children which she may hereafter have their heirs, Executors, Administrators & assigns for ever, to be equally divided between or amongst them And if any of them shall be then dead without Issue surviving them to the use of the survivor or survivors but if any of them shall be then dead having left Issue, such issue shall take the share intended for the parent but if all the children of the said Eliza Maria Lawrence shall die in her life time without leaving any Issue surviving them To the use of such person or persons for such Estate & Estates & in such parts & Proportions way & manner as the said Eliza Maria Lawrence shall by Deeds or Will or any writing purporting to be her will & duly executed whether she shall be sole or married, direct limit & appoint: Provided always nevertheless that if the said Eliza Maria Lawrence shall think proper at any time, during her life whether married or sole to sell or dispose of any of the Slaves herein before named or the Issue of the females or to sell transfer or dispose of any other Estate or Property herein before mentioned & herein & hereby settled & secured or meant mentioned or intended so to be or to change or alter the said Slaves Estate & Property in any manner whatsoever it shall be lawful for her so to do by Deeds under her hand & seal duly executed when & as often as she shall see fit without the Interference Consent or approbation of her intended husband or

to be her Will, & duly executed shall, notwithstanding her Covetise direct limit & appoint And as to the said household & Kitchen Furnitures to the sole & separate use of the said Eliza Maria Lawrence for ever without being subject to the debts & Incumbrances of her said intended husband & to be fully at her Gift sale or disposal in any manner she may think fit And as to the Contingent Legacy aforesaid under the will of the aforesaid John Hall, and all other Estate & Property to which the said Eliza Maria Lawrence is or may become, intitled unto under the Will of her late Father Daniell Hall deceased or to which she may become intitled on the death of her mother or by her said Mothers Will or by any other ways or means whatsoever. In Trust for and To the sole separate & distinct use of the said Eliza Maria Lawrence for & during her life without being liable to the Control or subject to the debts of her said intended husband; and from and immediately after her death, To the use of her two children before named, and all & every other child & children which she may hereafter have their heirs, Executors, Administrators & assigns for ever, to be equally divided between or amongst them And if any of them shall be then dead without Issue surviving them to the use of the survivor or survivors but if any of them shall be then dead having left Issue, such issue shall take the share intended for the parent but if all the children of the said Eliza Maria Lawrence shall die in her life time without leaving any Issue surviving them To the use of such person or persons for such Estate & Estates & in such parts & Proportions way & manner as the said Eliza Maria Lawrence shall by Deeds or Will or any writing purporting to be her will & duly executed whether she shall be sole or married, direct limit & appoint: Provided always nevertheless that if the said Eliza Maria Lawrence shall think proper at any time, during her life whether married or sole to sell or dispose of any of the Slaves herein before named or the Issue of the females or to sell transfer or dispose of any other Estate or Property herein before mentioned & herein & hereby settled & secured or meant mentioned or intended so to be or to change or alter the said Slaves Estate & Property in any manner whatsoever it shall be lawful for her so to do by deeds under her hand & seal duly executed when & as often as she shall see fit without the Interference Consent or approbation of her intended husband or