

is hereby authorized to make and execute notwithstanding her coverture and on failure of the said Eliza Walter to make and execute such last will and testament then to the use and behoof of such persons or persons and in such parts and proportion as is prescribed by the Statute of Distributions in Cases of intestacy free from all further trust, In testimony whereof the parties to these presents have hereunto set their hands and seals this Eighth day of October anno domini one thousand eight hundred and twenty two William Youngblood Eliza Walter L.S. Alfred Walter L.S. Sealed and delivered in presence of the name Elizabeth being attened to Eliza at the top of the 2^d page of the words "the principal of" 5th line from the bottom Second page being first intedined - Wm Singelton, Mary Witzell -

Schedule mentioned in the foregoing Deed of the Property intended to be conveyed therein - Sandy, Mary, Cyrus, Sue, Anthony, Clytus, Delia Hardtimes Pyte Frank June Wolsey April Diannah Friday Little April Susan Simbo, Charlton Morris, Sudy Rachael Jeffrey Vancey Eliza Lavinia Flora and Billy, and also her Power in one half of a Tract of Land called Whitmarsh containing Six hundred acres more or less whereon the said Eliza Walter now resides, Bounded North by Lands belonging to the Estate of Jacob Garrett deceased East by Lands of John Middleton South by Mrs Pygmy and Colonel McPherson, late Lockwoods Land and west by Lands of Frederick Fraser and William Price also her dower in a certain other Tract of Land called Dorchester whereof she is Seized and Possessed in her own right as Widow of a Major Paul Walter, William Youngblood L.S. Eliza Walter L.S. Signed Sealed and delivered in the presence of us this Eighth day of October 1822. William Singelton Mary Witzell (South Carolina Collector District.) Personally appears William Singelton who makes oath that he saw William Youngblood Eliza Walter and Alfred Walter sign seal and deliver the within written deed for the within named purposes, and he together with Mary Witzell witnessed the execution thereof, William Singelton Sworn to this 23 October 1822 } Recorded the 16th Nov^r 1822 - James Rossor D.W.

The State of South Carolina V

This Indenture made the second day of January in the year of Our Lord One thousand Eight hundred and twenty three, between Mary Elizabeth Boyer of the City of Charleston of the first part, Mary Ann Shively of the second part and Andrew Boyden of the third part, Whereas the said Mary Elizabeth Boyer is possessed or entitled unto in her own right of an Estate in fee simple in a portion of a certain lot of Land and Premises hereinafter described and also of five Slaves hereinafter named which real property the said Mary Elizabeth Boyer derived as Heir at Law from her deceased Father John G Boyer, and whereas a marriage by gods permission is shortly to be had and solemnized by and between the said Mary Elizabeth Boyer and the said Andrew Boyden and it is the desire of all parties that the said property and Estate should be conveyed by the said Mary Elizabeth Boyer to the said Mary Ann Shively to and upon certain uses and trusts, Now this Indenture witnesseth that the said Mary Elizabeth Boyer in consideration of the above recited marriage and of one Dollar to her in hand paid by the said Mary Ann Shively the receipt whereof is hereby acknowledged hath granted bargained sold aliened remised and released and by these Presents doth grant bargain sell alien remise and release unto the said Mary Ann Shively, All that two third part or portion of all that undivided Lot of Land Situate lying and being in Meeting Street in the City of Charleston and State aforesaid, Butting and Bounding to the North, on Land of John H. Margart to the East and South, on Lands of James Gibson and to the West on Meeting Street aforesaid Together with all and singular the rights, members, herditaments and appurtenances whatsoever to the same belonging or in any wise, incident or appertaining subject nevertheless to the payment of Sixteen Hundred and ninety seven Dollars Sixty Six Cents to the said Mary Ann Shively her Executors Administrators and assigns in her own right pursuant to an acknowledgment of the said Mary Elizabeth Boyer bearing date the thirtieth day of November in the year of our Lord one thousand Eight hundred and twenty

and duly recorded in the office of the Secretary of State in Charleston in Book _____ of Miscellaneous _____ Page. . . . and also all and singular the following Five Slaves named Phoebe and her four Children Jim Deny Bill. and Jacob And one recently born to be called Robert together with the future Issue and Increase of the Female Slave Phoebe also all and singular the Household and other Furniture particularly set forth in a schedule thereof, hereunto annexed, To have and to hold the said undivided two third parts or portion of the said Lot of Land and premises above described subject to the acknowledgment aforesaid and all and singular the said Slaves Phoebe Jim Deny Bill and Jacob and one recently born to be called Robert and all and singular the Furniture in the said schedule mentioned unto the said Mary Ann Shiveley her heirs, Executors Administrators and assigns for ever. Upon Trust Never the less to permit and suffer the said Mary Elizabeth Boyer during her life to receive take hold use and enjoy all and singular the said Real and personal Estate and ^{the} income and profit arising or to arise therefrom to and for her sole separate and absolute use, free from the control or intermeddling of her said intended or any other husband, she may have and to be in no wise liable or bound for the payment of his debts but the same to hold, use and enjoy in as full and ample a manner as if she the said Mary Elizabeth Boyer were a single and unmarried, and from and immediately after the death of the said Mary Elizabeth Boyer, Then in Trust to and for such person or persons and to and for such uses, trusts and conditions as she the said Mary Elizabeth Boyer, By any last Will and Testament or writing purporting to be a last Will and Testament duly executed in the presence of three or more credible Witnesses shall direct limit or appoint the same, which said last will and Testament or writing purporting to be a last Will and Testament he the said Andrew Boyden doth hereby testify his consent that the said Mary Elizabeth Boyer shall make at any time during her intended coverture by signing

404 and sealing these Presents Should the said Mary Elizabeth Boyer die without making such last will and Testament then In Trust, to and for the use benefit and behoof of Emmeline the daughter of the said Mary Elizabeth Boyer and such other Child or Children she the said Mary Elizabeth Boyer may leave at her death share & share alike unto to their respective Heirs Executors, Administrators and assigns for ever the Child or Children of a deceased parent taking the share, which his, her or their parent would have been entitled unto if alive, and Should the said Mary Elizabeth Boyer die, without the said Emmeline or any other issue, and without making any disposition by her last will and Testament as aforesaid of the said Real and personal property then in Trust to and for the use benefit and behoof of the said Andrew Boyden his Heirs Executors, Administrators and assigns for ever. free and discharged of all further and other trusts, Should it become necessary or expedient in order to make a division of the said Real Estate or to satisfy the aforesaid acknowledgment that the same should be sold or from the improper conduct of one or more of the said Slaves that one or more of them should be sold it is understood and agreed by and between all the parties, that the said Mary Ann Sheiveley upon being thereto required in writing by the said Mary Elizabeth Boyer shall sell and dispose of the said Two third parts or portion of the said Lot of Lands or one or more of the said Slaves hereby conveyed by the said Mary Elizabeth Boyer and the money proceeds or balance thereof coming to the said Mary Elizabeth Boyer after satisfying the above recited acknowledgment out of the Proceeds derived from the sale of the Real Estate, shall be vested in such other property as maybe required by the said Mary Elizabeth Boyer and to be held and possessed by the said Mary Ann Sheiveley her Executors, Administrators and assigns, upon the same uses and trusts as are herein before declared and set forth of and concerning the Real and personal property aforesaid

In witness whereof the parties to these presents have
 -unto set their hands and affixed their seals at Charleston
 on the day and in the year first written. Mary Elizabeth
 Boyer, L.S. Mary Ann ^{the} Shively, L.S. Andrew
 Boyden, L.S. mark

Sealed & delivered in presence of
 the words "and one recently born to be called Robert-
 inter-lined in the Eleventh & Fifteenth lines of the second
 page, before the execution of this Deed - Martin Stroble
 Charles G. Shively -

Schedule referred to in this deed, be
 and Bedding one Dozen Chairs, One sideboards, one
 half dozen Silver Table Spoons, Six Silver Tea Spoons
 one Silver Sugar Tongs one Silver Ladle, Glasses
 Tumblers, two Looking Glasses Four Pictures Brass Fire
 Dogs Shovel, Tongs and fender Two Plated and
 Four Brass Candlesticks, one Chest of Drawers
 one Desk, one Wash stand, Four Iron ~~beds~~ one
 Kettle, Tubs, ironing Table four smoothing Irons
 and Crockery Ware, Martin Stroble made oath
 that he with Charles G. Shively, Saw Mary Elizabeth
 Boyer, Mary Ann Shively & Andrew Boyden, sign seal
 and deliver the foregoing Instrument of writing, for the uses
 and purposes therein mentioned and they witnessed the same
 sworn to before me this 8th January 1823, Benjamin Elfe Jr
 Not Pub. —, Recorded the 8th January 1823. —

State of South Carolina ✓
 This Indenture made the
 Ninth day of December in the year of our Lord one
 Thousand Eight hundred and twenty two, Between
 Isaac Roberts Lockwood of the one part, Ann Ireland
 Widow of Benjamin Ireland of the second part
 and Frances Lee of the third part, Whereby a manag
 is intended to be had and solemnized, between the said Isaac
 Roberts Lockwood and the said Ann Ireland, And
 Whereas the said Ann Ireland as the widow of the said
 Benjamin Ireland, is entitled to one undivided
 third part of the property, hereinafter described and the
 said Ann and Isaac are desirous that the property
 to which she is now intitled, or to which she may become

406 entitled, may be settled and secured to her use in
the manner, hereinafter specified and on the terms
herein set forth, Now this, Indenture witnessed
that for and in consideration of the said intended
marriage and also in consideration of the sum of
Ten Dollars by the said Frances Sire - To the said
Isaac Roberts Lockwoods and Ann Ireland in
hands, well and truly paid, the receipt whereof they
do hereby acknowledge they the said Isaac Roberts
Lockwoods and Ann Ireland have and each of them
hath granted, bargained sold aliened remised released
and confirmed unto the said Frances Sire, and his
Heirs Executors and administrators, all the right
title interest, Estate, property, profit claim and
demands of them the said Isaac Roberts Lockwoods
and Ann Ireland of in and to the Estate real
and personal left by the said Benjamin Ireland
at his death and to which the said Ann may
hereafter be and is now entitled and more particu-
larly, all the Estate right property claim
and demands of the said Ann Ireland of in and
to all that Lot of Land and premises at the
corner of Bull and Smith Streets, containing in
front on Bull Street, about one Hundred and fifty
and in depth, about one Hundred and forty four
feet, Bounding Eastwardly on Smith Street, South
wardly on Bull Street Westwardly on Land of John
East and Northwardly on Land of Thomas Bennett
Together with all and singular the Houses, out Houses
and premises to the said Lot of Land, belonging, or
in any wise incident or appertaining, and the reversion
and reversions remainder and remainder rents issues
and profits thereof, To have and to hold the said
premises or such part thereof as she the said Ann
Ireland is or may be entitled to, and also the articles
of Personal property to which the said Ann may
be entitled from her deceased Husbands Estate a
Schedule whereof is hereunto annexed unto the said
Frances Sire and his Heirs Executors and adminis-
trators until the Solemnization of the said intended
marriage and from and immediately after the

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solemnization thereof, Then in Trust, and to
 and for the sole separate and peculiar benefit
 and behoof of her the said Ann Ireland and
 of such person or persons as she by any deeds or will
 legally executed, may think proper to give sell
 or will the same to & notwithstanding her inten-
 ded coverture it is hereby expressly understood that
 she shall have, the power to legally make such
 Gift sale or will and further that the said property
 of the said Ann Ireland, is not to be liable
 for the debts or incumbrances already incurred
 or to be hereafter incurred by the said Straile
 Lockwood, In Witness, whereof the said
 parties to these presents have hereunto interchange-
 ably set their hands and seals, this ninth day of
 December in the year aforesaid - J R Lockwood
 L S Ann Ireland, L S, & Frances Sire, L S,

Sealed and delivered in the Presence of Geo Warren
 Cross, Robt B Gilchrist. Schedule of the personal
 Estate intended to be settled by the foregoing deed
 A Red & white Cow, 4 Feather Beds, 4 p Sheets, 10 Blankets
 4 p Pillow cases 2 Bolsters & caps 3 Mattresses, 6 Pillows, 1 Sideboard
 1 Pair of Brass andirons, 1 Dining Table large, 1 Dining
 Table small mahogany, 4 Bedsteads, 1 Cot, 1 Crub, 1 Lot of
 Crockery Ware 4 Smoothing Irons, 1 Buffet p. Doy
 knives & forks 1 Teakettle & 8 Pots & 2 Dutch ovens
 a nest of Tubs & Pails 6 Chairs, 1 Cart & Harness
 1 Riding Chair, J R Lockwood L S Ann Ireland
 Frances Sire, Sealed and delivered in presence of Geo
 Warren Cross, Robt B Gilchriste -, Robert B Gilchriste
 made oath that he with George Warren Cross, saw J R
 Lockwoods Ann Ireland & Frances Sire, sign seal and
 deliver the within instrument of writing for the uses and purposes
 therein mentioned and they witnessed the same, sworn
 to before me this 10th January 1823 - Benjamin Elfe Junr
 Not Pub - Recorded this 10th January 1823

The State of South Carolina

This Indenture made at Charleston
 the ninth day of November in the year of our Lord one
 thousand eight hundred and twenty two, Betwan, Joseph

Marks Eliza Marks his daughter and alexander
 Walter Wright of the one part, and John Magrath of
 the other part all of the City of Charleston in the State
 aforesaid Whereas a Marriage is intended to be
 shortly had and solemnized between the said Alexander
 Marks and Eliza Marks, and the said Eliza
 Marks is entitled to a certain real estate to wit
 Two Lots of land, one of which is situated in Mazyck
 Street in Charleston aforesaid and the other in
 Kinlocks Court in the same City both of which are here-
 inafter more particularly described which two Lots were
 purchased by the said Joseph Marks with his own funds
 for the use of his said daughter Eliza the Title Deeds
 of which were duly made and executed to the said Joseph
 as Trustee for his said daughter and whereas it is the
 desire of the said Parties ~~the first part~~ that not only
 the said two Lots of Land, but also the other Estate both
 real and personal hereinafter specified and now the
 property of the said Joseph Marks, should be settled in
 the manner and on the terms herein mentioned, Now
 This Indenture Witnesseth that for and in consid-
 -eration of the said intended Marriage and also
 in consideration of Five Dollars by the said John
 Magrath to the said Joseph Marks, Eliza Marks
 and alexander W Wright in hand paid, at and before
 the sealing and delivery of these Presents the receipt
 whereof is hereby acknowledged they the said Joseph Marks,
 Eliza Marks & alexander W Wright Have and each
 of them Hath, Granted, Bargained, Sold aliened remised
 released and confirmed and by these Presents Do and each
 of them Doth Grant Bargain, Sell, alien, remise, release
 and confirm unto the said John Magrath, His heirs
 executors and administrators forever all that Lot of Land
 Situate lying and being on the East side of Mazyck
 Street in the City of Charleston measuring twenty five
 feet more or less fronting on said street and in depth
 about two hundred and thirteen feet, Butting and Bounding
 to the westward on said street to the eastward on the
 lands of - and to the northward and southward on Lands
 of - - formerly known by the number 19/ nineteen, now
 Number 24/ twenty four, also all that parcel

piece or part of a Lot of Land, situate lying and
 being in Kinlocks Court in the said City of Charleston
 containing in length from north to south forty six
 feet and 9 inches or thereabouts and in breadth
 from east to west forty four feet and 10 inches or
 thereabouts Butting and Bounding to the northward
 on land now or late of Sgt Colcock deceased, to
 the east on lands of Alexander Alexander deceased
 and John Mathews to the south on Lands now or late
 belonging to the Estate of Frances Kinlock deceased
 and to the West on Kinlocks Court now called
 Philadelphia Street, Also all that Lot of land
 situate in Ward Number 3) three in the said
 city of Charleston containing in front on State Street
 twenty feet more or less and depth on Lodge alley, twenty
 feet more or less, Butting and Bounding to the north on land
 of Captains William Flagg, on the south by Lodge Alley on
 the East by lands of - - and on the west by State Street - Also
 all the articles of household and kitchen furniture and
 other more specifically set forth in a Schedule hereunto
 annexed Also a Negro Girl named Doll with her
 future issue and increase, Together with all and
 Singular the Houses out Houses, building rights
 members hereditaments and appurtenances to the said
 Several Lots of Land belonging or in any wise incident
 or appertaining. And also all the Estate of the said
 Joseph Marks Eliza Marks and Alexander W
 Wright or either of them of in or to the said Premises
 or any part thereof, To Have and to Hold all and
 Singular the said Estate both Real and Personal
 and the Premises hereby intended to be bargained sold
 released and Conveyed and every part thereof with there
 appurtenances and the future issue and increase of the said
 Negro Slave Doll unto the said John Muzgath, his heirs
 executors Administrators according to the nature of the several
 Estates to such uses and upon such Trusts and subject to such
 limitations and for such intents and purposes as are
 hereinafter mentioned and expressed of and concerning
 that is to say in trust for and to and for the use and behoof
 of her the said Eliza Marks until the due solemniza-
 tion thereof, Then In Trust for and to and for the

alexander
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 said Alexander
 the said Eliza
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mutual use, benefit and behoof of the said Alexander
 Walter Wright and Eliza Marks during their joint natural
 lives, to be in no wise subject to or liable for the present or
 future debts or incumbrances of him the said Alexander W Wright
 But nevertheless in Trust to permit and suffer
 the said Alexander W Wright and Eliza Marks during
 their joint natural lives to receive take, use and enjoy the
 rents, issues, profits and service of all and singular the said
 Premises, to and for the mutual use and benefit of them the said
 Alexander W Wright or of the said Eliza Marks, themselves
 Trust to and for the use, benefit and behoof of the Survivor
 of them the said Alexander W Wright and Eliza Marks,
 during his or her natural life and from and immediately after
 the determination of that Estate, Then to the Use benefit
 and behoof of the said John Magrath his heirs executors and
 administrators to preserve the Contingent Remainders hereinafter
 limited and for that purpose to make entries and bring
 actions, as occasions may require But nevertheless In
 Trust to permit the said survivor of them the said Alexan-
 der Walter Wright and Eliza Marks during his or her
 natural life to receive, take use and enjoy the rents
 issues and profits and service of all and singular the said
 Premises to and for his or her sole use benefit and behoof and
 from and immediately after the death of the said Survivor
 of them the said Alexander Walter Wright and Eliza
 Marks, Then in Trust to and for the use, benefit
 and behoof of such Child or Children of her the said
 Eliza Marks upon her body by the said Alexander
 Wright to be begotten as shall be living at the time of the
 death of the said Survivor of them the said Alexander
 Walter Wright and Eliza Marks and his her or
 their respective heirs executors, administrators and
 assigns to be equally divided between them, if more
 than one, share and share alike as tenants in Common
 and not as joint tenants free clear and absolutely disbur-
 yed of and from all and every further or other limitation
 Trust or Condition, Provided always that in case
 either of the said Children should be then, dead leaving
 a Child or Children then living, the Child or Children so left
 shall represent his her or their parents and be entitled to
 the same Estate, Interest or share In the premises,

which his her or their parent would have been entitled to had he or she lived, But upon the death either of the said Alexander Walter Wright or of the said Eliza Marks which ever should first depart this life if no child or children the issue of the union of the said Alexander and Eliza should be living, or if such child or children then should be living, but after wards and during the life of the survivor of them the said Alexander Walter Wright and Eliza Marks such child or children should die, leaving at his her or their death no issue nor lineal descendant lawfully begotten then living, Then and in either of these events, I do Trust to and for the like benefit and behoof of the said Survivor of them the said Alexander Walter Wright and Eliza Marks, and his or her heirs, executors, administrators and assigns free, clear and absolutely discharged of and from any and every further or other Trust Limitation or Condition whatsoever, And Lastly the said Joseph Marks, Alexander Walter Wright and Eliza Marks for themselves severally and their respective heirs executors and administrators Do hereby Covenant, promise grant and agree to and with the said John Magrath his Heirs, executors and administrators, that they the said Joseph Marks - Alexander Walter Wright and Eliza Marks and their respective heirs executors, and administrators shall and will on their respective parts at any time hereafter at the reasonable request of the said John Magrath his heirs, executors or administrators, make, do execute and acknowledge, or cause to be made, done, executed and acknowledged all and every such further and other act, Matter, thing or deed and every such further or other Conveyances or assurances in the Law for the better and more completely conveying granting and confirming all and singular the Premises herein before mentioned according to the true intent and meaning of these, Presents, as by the said John Magrath his Heirs executors or administrators, or his or their Counsel in the Law shall be reasonably devised advised or required, Joseph ^{his} Marks ~~his~~ ^{his} Eliza ^{his} Marks ~~his~~ ^{his} Alexander ^{his} Wright ~~his~~ ^{his} In Witness where
of the Parties to these Presents Have hereunto inter

412 = changeably set their Hands and Seals the do
And appear first above written, Signed Sealed
and Delivered In the presence of John Holland
& George Warren Cross -

Schedule referred to in the within Deed - viz - 1 Footstool
1 Sofa 2 Card Tables 1 Lot of Glassware - 1 Dozen sitting
Chairs 1 Silver Tea Pot 1 Silver Ladle 1/2 Dozen silver
Table Spoons 1/2 Dozen Silver Tea spoons 1 Large Carpet
Linen, cloths &c &c &c 1 negro Girl named Doll - Joseph
his Mark & Eliza Marks L. L. & Alexander W. Wright L. L.
Sealed & Delivered in the presence of John Holland, & George
Warren Cross - George Warren Cross made
oath that he with John Holland saw Joseph Marks
Eliza Marks & Alexander W. Wright sign Seal &
deliver the foregoing Instrument of writing for
the uses & purposes therein mentioned & they witnessed
the same, Sworn to before me this 17th day of
January 1823 - - Recorded 17th day of January 1823 -

Contrat de mariage de L. Louis françois alias Ulysse Roumiltat
Et de Demoiselle Marie Elizabeth Wronk Folhin.
Extrait des minutes de la Chancellerie du Consulat de
France à charleston Caroline du sud.
aujourd'hui vingt un octobre mil huit cent vingt deux
du matin. Par devant nous honore' Gaudoin agant au
Consulat de France pour les etats des deux Carolines et de l'uniforme
ala residence de charleston Caroline du sud.
Furent presentes Le sieur Louis françois Roumiltat plus généralement
connu sous le nom d'ulysse Roumiltat, majeur de vingt cinq ans,
né au mois de J. nicolas isle St. Domingue réfugié aux Etats unies
demeurant à charleston fils légitime du feu sieur jacques Roumiltat
décédé en cette ville, et de dame Rose guenevier veuve Roumiltat,
ses pere et mere stipulant pour lui en son nom, et de
consentement de la dite Dame veuve Roumiltat sa mere, in
présente d'un part. Et Demoiselle Marie Elizabeth
Wronk Folhin, née en cette ville, fille mineur et légitime
de sieur fermien folhin, et de Dame victoir hébert de feu
marchant et demeurant en cette ville, agissant la dite
Demoiselle Marie Elizabeth Wronk folhin sans l'autorité assistante
et du consentement desdits pere et mere in présent d'autre part.
Le quelly partiz en vue du mariage proposé entre le dit

21. octobre 1822

413

seigneur Louis françois alias Ulrice Roumillet et la future
 mari Elizabeth vveuve follet, le quel s'entend et entend
 ont agree l'un avec l'autre fait et arrêté les clauses et conditions de
 mariage ainsi qu'il suit; et ce en présence des parents et amis
 des futurs Epoux, et par nos copies appellees pointuaires les quel
 sont. Savoir, Delapont de seigneur Louis françois alias
 Ulrice Roumillet futur Epoux; de seigneur Maurice françois
 son oncle maternel, et de seigneur Jean Guillaume Rangraux
 son ami, l'un et l'autre françois résidant en domicile en
 cette ville. Et du côté de mademoiselle mari Elizabeth
 vveuve follet futur Epouse; de seigneur auguste follet son
 oncle paternel, et de seigneur Jean Laimable Bijant son oncle
 l'un et l'autre françois et résidant en cette dite ville

article 1^{er} il y aura entre les futurs Epoux communauté de tout
 biens meubles acquis et conquests immeubles au desir de loix de la
 france publiés dans le code civil aux qu'ils ils entendent se
 conformer expressément; et par les quels ils veulent que leurs
 communauté soit régie et gouvernée bien que les futurs Epoux
 continuent à faire leurs résidences en ce pays ou en toute autre pays
 étrangers venue à y faire des acquisitions et des établissements
 et que ces pays fussent gouvernés par des loix usages et coutumes
 contraires, aux quels ils déclarent expressément renoncer pour
 s'en tenir aux susdites loix de la france, des ce jour et pour toujours

article 2^{me} Les futurs Epoux ne feront point de paiement
 des dettes et hypothèques l'un de l'autre, antérieures ala
 célébration de leur mariage; mais s'il en existe elles seront
 acquittées pour celui du chef du quel elles seront provenues,
 sans que les biens de l'autre puissent en aucune manière en
 être grevés et responsables.

article 3^{me} Les futurs Epoux se prennent avec les biens et
 droits à chacun d'eux appartenants actuellement, et qui
 pourront éventuellement leurs appartenirs pour successions,
 donations legs, ou de toute autre manière

article 4^{me} Les biens actuels du futur Epoux consistent
 s: dans certains des marchandises, meubles et ustensiles composant
 le Commerce de Confiseur tenu en cette ville sous le nom et
 direction de la Dame Veuve Roumillet sa mère avec laquelle
 il est intéressé pour le susdit tiers ainsi que dans la propriété
 pour un tiers des Esclaves employés au service du dit magasin
 de Confiseur et achetés des fonds provenant des bénéfices de la dite
 Société nommés Titus negre, Nancy negresse, William fils de

the day
 signed
 in Holland
 1 Notary
 Dozen
 Dozer Silver
 rge Carpenter
 Joseph
 Wright
 and, & George
 made
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 n Seale
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 witnesses
 & day of
 1823
 millat
 de
 Demy
 ut du
 de Roumillet
 généralement
 et l'un des
 état civil
 Roumillet
 Roumillet
 de
 vveuve, i.e.
 Elizabeth
 vveuve
 de France
 dite
 dite assistante
 tre part
 dit

414 nancy, Pierre quarteron, et Taba griff, en total cinq enfants
 en laissant sauf toutes fois le prélèvement de ce qui reste du pour
 compléter le paiement des dettes Coelaves, dans le quel prélèvement
 le futur amande pour un tiers comme dette de la Société ;
 le quel intérêt pour un tiers dans les marchandises meubles instrumens
 et Esclaves ci dessus mentionnés a été amiablement et approximé
 wahi' entre les parties ala somme de Dis huit cents dollars
 2. En ses meubles linges hardes et bijoux propre et personnel
 également et approximativement évalués ala somme de C emp Cinq
 Dollars, les quelles deux sommes forment ensemble celle de C emp
 mille Gourdes, et constituant l'apport du futur epoux en la
 Communauté. Les biens actuels de la C emoiselle futur
 Epouse se composent de ses hardes linges bijoux, Trousseau de
 noces le tout évalué entre les parties y compris une somme de
 Deniers provenant de quelques dons à elle fait, et de ses épargnes
 ala somme de six cents dollars, la quelle constituera son apport
 dans la dette Communauté et de la quelle le futur Epoux se
 reconnaît chargé, garant et responsable du jour de la célébration
 du futur mariage, sans qu'il soit nécessaire ala future Epouse
 et aux siens, d'acte reconnaissance et de charge plus spéciale
 article 5. Le futur epoux a Coute et Coute la dem^{lle}
 future epouse, a titre de Cavaire prixe et sans retour, de la
 somme de mille Dollars pour par elle en janis au pitot que
 Cavaire aura lieu et lui rester propre dans le cas de non survie
 d'enfant du dit futur mariage, et sans être tenue d'informer
 la dem^{lle} en justice
 article 6. Le survivant des futurs epoux prendra a titre
 de préfixant au don de survie et avant partage de la
 Communauté, ses hardes linges et Bijoux à son usage, et en
 outre, une somme de cent dollars, en meubles et effets de la dette
 Communauté, suivant l'estimation portée en l'inventaire; ou bien
 la susdite somme en deniers comptant à son choix et si c'est la
 future Epouse qui survit, elle prendra de plus sa chambre garnie
 draps de lit et linge de Table.
 article 7. arrivant la dissolution, de la Communauté la future
 Epouse et les enfants nés du futur mariage auront la faculté et leur
 loisible de l'accepter au dy renoncer, et dans ce dernier cas, de
 reprendre tout ce qu'elle y aura apporté et tout ce qui lui sera
 échue, et avencu dans le cours d'jeulle, par succession donation
 legs ou autrement et si c'est la future Epouse elle même qui
 fasse la renonciation; elle reprendra en outre ses domaines et

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présents de tout franc et quitte des dettes et charges de la dite communauté, en ce que elle s'en fut obligée au y eut été condamnée au profit des dits et des dits enfants en seront garantis et indemnisés par le futur Epoux; et les dits biens présents et à venir les quels demeurent de la jour de la célébration du dit mariage; affectés et hypothéqués à l'exécution du présent contrat article 8. Et voulant se donner des preuves de la bonne et sincère amitié que les futurs Epoux déclarent se porter, ils se sont fait par ces présents, savoir le futur Epoux du consentement de la Dame Veuve Roumillet sa mère; et la future Epouse, sans l'opposition du consentement du sieur fermier Follin, et de la Dame Victorine hébert ses père et mère, donation entre vif, pure, sincère et simple réciproque, irrevocable, et en la meilleure forme que donation puisse se faire et valoir, par le premier mourant au survivant, de lui d'un ce accepté par le dit survivant, de tous les biens meubles immeuble acquits, conquis, actions, prétentions et généralement tout ce qui au jour du décès du primourant des futurs Epoux se trouvera lui appartenir, en quelques lieux et de quelque manière que ce puisse être; sans aucune exception ni réserve, pour par le dit survivant, jouir et disposer de la totalité des dits biens en usufruit seulement, de vie durant, à compter du jour du décès du primourant, et ce à sa seule et simple caution juratoire sans être tenu d'en donner d'autre; mais à la charge de faire procéder à bon et fidel inventaire des biens au présent. Cette caution, n'est ainsi faite que pour le cas où au jour du décès du primourant il n'y aurait point d'enfants nés ou à naître du dit mariage; car s'il y en aurait la dite donation demeurera nulle et comme non avenue; mais si, y ayant des enfants nés ou à naître ils venaient à mourir par la suite ou en minorité ou sans avoir fait de dispositions valables, la dite donation dont l'effet n'aura été que suspendu, reprendra toute sa force et son étendue; comme s'il n'y eut pas eu de survivance d'enfant. Et pour faire enregistrer le présent contrat partout où besoin pourrait être les dits sieurs et demoiselle futurs Epoux Constituant à cette fin, pour leurs procureurs, le porteur d'une Expédition en bonne forme; de ce lui donnant pouvoir et d'en requérir acte. Car c'est ainsi que l'étant à été voulu, arrêté et convenu entre les parties, du consentement et autorisation ci dessus mentionnés les quels promettent & obligent & renouent & tout acte. Fait et passé en la Chancellerie du Consulat de France à Charleston Caroline du Sud, les jour, mois, et an que dessus en présence des sieurs Maurice Guenouier Jean Guillaume Kanapant, auguste Follin

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416 et Jean Laineable Pizant, Temoins sus dessus nommés, assembles pour les parties; les Quels après lecture ont signé avec les dits témoins du futur Epoux, la dame Rose Guineuvier veuve Roumillat, mère du futur Epoux; le sieur fermier Follin, et la dame Victoire hebert, sa femme, père & mère de la Demoiselle future Epouse, les Parents et amis des parties, et sans agent susdit et demeuré.

La minute est ainsi signée: Ursule Follin, U. Roumillat, veuve Roumillat, Victoire hebert, Follin, f. Follin, Auguste Follin, J. M. Guineuvier, G. M. Hanapant, J. L. Pizant, P. Bouquet, C. Chastin J. C. Cay, W. G. Lowry, Stephen S. Cardy, et Pandourin

Collationné et Certifié conforme ala minute par le vice chancelier du Consulat de France a charleston Saussigné

L. S. - Langlois

à nous honori Pandourin agent du Consulat de France pour les états des deux Carolines et du Tennessee ala Résidence de Charleston Caroline avec Certifications que M. Charles Fregoir Langlois qui a Collationné et Certifié conforme L'Extrait ci dessous, le Contre et des autres parts, un vice chancelier de ce Consulat; que la signature apposé au bas du dit Collationné est la vraie signature, et que foi doit y être ajoutée en jugement et hors. à cette fin nous avons délivré le présent de notre Seing et le Swan Royal de cette résidence Consulaire Charleston le 1^{er} novembre mil huit cent vingt deux

Recuedca 11^{me} Jaucaay, 1823

L. S. Pandourin

22 octobre 1822. Contrat de mariage entre Le sieur Joseph Eugène Bonaparte Roumillat, et de Demoiselle Marie olympie Hanapant.

Aujourd'hui vingt deux octobre mil huit vingt deux, au matin pardevant nous, honori Pandourin, agent du Consulat de France pour les états des deux Carolines et du Tennessee, ala résidence de Charleston, Caroline du Sud. furent présents, le sieur Joseph Eugène Bonaparte Roumillat, né au mois S. nicolas, île saint domingue, âgé d'environ vingt trois ans, fils légitime, de feu sieur Jacques Roumillat, décédé en cette ville, et de dame Rose Guineuvier, veuve Roumillat, agissant sa mère demeurant l'un & l'autre en cette ville; le dit sieur Joseph Eugène Bonaparte Roumillat, agissant et stipulant sous l'autorité assistance, et du Consentement, de la dite dame veuve Roumillat, sa mère ici présente, d'une part

Et la Demoiselle Marie olympie Hanapant âgé d'environ vingt ans né au mois S. nicolas île saint domingue, fille légitime de sieur dominique Hanapant, et de dame Marie amble Gaudet, ses père et mère, demeurant en cette ville; la dite demoiselle Marie olympie Hanapant, agissant et stipulant sous l'autorité assistance et de

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Consentement de la dite Dame mariée, et de Monsieur le Sieur Dominique Hanapant, etant depuis long temps mariés et jouir de juridiction civile et politique pour l'un de l'autre, tant en part. Lesquelles parties en venant au mariage proposent entre ledit Sieur Eugène Joseph Hanapant, et la dite Demoiselle mariée oblige Hanapant, le quel sera incessamment célébré, ont après l'aveu, fait et arrêté, les clauses et conditions civiles de mariage ainsi qu'il suit; et ce, en présence des Parents et amis des futurs Epoux, par eux expressément appelés par l'unoins.

Savoir. De la part du Sieur Joseph Eugène Hanapant, et de la dite Demoiselle mariée, de Monsieur le Sieur Maurice Gueneur son oncle maternel, et du Sieur Auguste Follinson son oncle paternel, et de Monsieur le Sieur Jean Guillaume Hanapant son oncle paternel, et du Sieur Jean Lammalle Biquart son ami, l'un et l'autre Français résidents et domiciliés en cette ville. Et de la part de la Dame mariée oblige Hanapant; de Monsieur le Sieur Jean Guillaume Hanapant son oncle paternel, et du Sieur Jean Lammalle Biquart son ami, l'un et l'autre Français aussi, et également résidents et domiciliés en cette dite ville.

Article 1^{er}. Il y aura entre le Sieur Joseph Eugène Hanapant et la Demoiselle mariée oblige Hanapant, futurs Epoux, communauté en tous biens meubles, acquis et loquants immeubles, au desir des lois de la France, sur les mariages en communauté, publiés dans le Code Civil, aux quelles ils entendent expressément de se conformer, et par les quelles ils veulent que leur communauté soit réglée et gouvernée, bien que les futurs Epoux, continuent à faire leur résidence, forment des Etablissements, ou fassent des Conquistions en pays qui sont gouvernés par des lois usages, et coutumes contraires, aux quels ils déclarent renoncer expressément, des ce jour, et pour toujours.

Article 2^o. Les futurs Epoux ne seront point tenus des dettes l'un de l'autre, antérieures à la célébration de leur mariage, Elle seront acquittées et payées par celui de qui elles seront provenues, et sur ses biens; sans que l'un de l'autre puisse en être aucunement grevé et responsable.

Article 3^o. Les futurs Epoux se prennent avec les biens et droits, a chacune d'eux appartenants actuellement et qui pourront éventuellement leur appartenir par successions donations, legs ou de toute autre manière.

Article 4^o. Les biens du futur Epoux, consistent dans une certaine quantité de Petes ~~à son usage~~, dans des meubles meublants, dans ses hardes, linge, bijoux à son usage, Biences personnelles, et outils de sa profession de Sellier.

418 Caropio, le tout évalué amiablement entre les parties, à la somme de huit cents Dollars, la quelle forme son apport dans la Communauté.
Les biens actuels de la future Epouse, se composent de ses hardes, linges, bijoux, Crossan de noces, et de deniers provenant de ses épargnes, le tout reconnu amiablement entre les parties, à la somme de quatre cents Dollars, la quelle valeur fournira l'appoint de la future Epouse, dans la Communauté et de la quelle le futur Epoux, se reconnaît chargé et responsable, du jour de la Célébration du futur mariage, sans qu'il soit nécessaire en faveur de la future Epouse, d'une reconnaissance et de charge, particulière de la part du futur Epoux.

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Article 5. Le futur Epoux à d'anci et dans la future Epouse a titre de donation précif, et sans retour, de la somme de trois cents Dollars monnaie d'Espagne, pour par elle en jouir aussitôt qu'elle aura bien, et lui demeurer propre, dans le cas de son Survivance d'enfants, du dit mariage, sans être tenu de former la demande en justice.

Article 6. Le Survivant des futurs Epoux aura et prendra à titre de Préciput ou don de Survie, et avant partage; ses hardes, linges et bijoux à son usage, et en outre une somme de cent Dollars, en meubles et effets de la Communauté, suivant la prise de l'inventaire et sans Orne; au bien la somme de cent deniers comptant, à son choix; et si c'est la future Epouse qui survit, elle prendra, en outre, sa chambre garnie draps de lit et linge de table.

Article 7. Arrivant la dissolution de la Communauté la future Epouse et les enfants qui naîtront du futur mariage, auront la faculté et leur sera loisible de reprendre tout ce qu'elle y aura apporté et tout ce qui lui sera échue et venue dans le cours de vie, par succession, donations, legs, ou autrement; mais si c'est la future Epouse elle même qui remane, elle reprendra en outre ses domaines et préciput le tout sans être tenue d'aucune dette et charge de la dite Communauté, encore qu'elle s'y soit obligée, ou y eût été condamnée au quel cas elle et ses dits enfants en seront garrantis et indemnisés par le futur Epoux, et sur ses biens présents et à venir les quels demeureront dès ce jour affectés et hypothéqués à l'exception du présent article, ainsi qu'à tous les autres du présent contrat.

Article 8. Et voulant les futurs Epoux se donner des Preuves de la bonne et sincère amitié, qui la se déclarent se porter, ils se sont fait et font par les présentes, savoir le dit futur Epoux pour l'autorisation, apostrophe, et du consentement de la dame veuve Ramillat sa mère, et

la dite future épouse, ainsi dans l'acte de donation, fait en
 consentement de la dite mariée, nous Gaudet Kanapaux, notaire,
 donation entre vifs réciprocques, pour le dit Gaudet Kanapaux, et en la
 meilleure forme, que donation, puisse se faire et valloir, par le
 premier mourant au survivant d'eux, le accepté par ledit survivant
 de tous les biens, meubles, immeubles, acquits, langages, dettes, actions
 prétentions et généralement de tout ce qui, au jour du décès du
 premier mourant se trouvera lui appartenir en quelques
 lieux et de quelle manière que ce puisse être sans aucune exception
 ni réserve; pour par ledit survivant jouir et disposer de la totalité des
 dits biens, en usufruit seulement de vie durant, à compter du jour
 du décès du primourant, et ce à la seule et simple condition
 juratoire, sans être tenu d'en donner d'autre chose à la charge
 de faire procéder à bon et fidèle inventaire des biens du précédent
 cette donation n'est néanmoins, ainsi faite que pour le cas où par le
 décès du primourant, il n'y aurait point d'enfants nés ou à
 naître du dit mariage; car si il y en avait, elle serait en donnum
 nulle, et comme non avenue; mais si y ayant des enfants nés ou à
 naître, ils venaient à décider par la suite ou en minorité, ou
 sans avoir valablement disposé, la dite donation dont l'effet
 n'aura été que suspendu, reprendra toute sa force et son effet
 comme si il n'y eût pas eu de survivant d'enfants
 Car c'est ainsi que tout a été voulu arrêté et convenu entre les
 parties, les quelles promettent & obligent & renouvellent & dont acte
 fait et passé en la chancellerie du Consulat de France, à Charleston, le jour
 mois et an que dessus en présence des dits Sieurs mariés Gaudet
 Jean Guillaume Kanapaux, Auguste follin, et Jean Laimable Pijant
 témoins susdénommés, appelle par les parties les quels après lecture
 ont signés avec les dits et demoiselle future épouse, la Dame
 Rose Guenveur veuve Roumillat, mère du dit futur Epoux; la
 Dame mariée Anne Gaudet Kanapaux mère de la dite future épouse,
 les autres parents et amis des parties et nous agents susdénommés à
 l'exception de la Dame Kanapaux; qui a déclaré ne savoir écrire
 de ce enquis, et Requis suivant la loi.

La minute est ainsi signée. Olimpe Kanapaux, E. Roumillat,
 veuve Roumillat, Jean Gédit, Charles Kanapaux, C. Chastoux, Auguste
 follin, J. M. Guenveur, J. Kanapaux, J. L. Pijant, M. Roumillat
 R. Guenveur, Richard Dringloc, W. G. Lowry, John C. Coy, B. Bousquet,
 et Gandoin.

Collationné et certifié conforme à la minute, par le Notaire chancelier
 du Consulat de France à Charleston. Sans sign. Langlois (L.S.)

430. *en sus* honore (Gaudouin, agent du Consulat de France pour les
Carolines et le Commissaire, ala Residence de Charleston Caroline
confirmans que M^r Charles Grigore Langlois qui a Collationné
et certifié, l'extraict ci contre, et des autres, est le vice
chancelier de ce Consulat; que la signature apposée au bas dudit
collationné, est sa vraie signature, et que foi doit y être ajoutée
en jugement et hors: à cette fin, nous avons décerné le présent long
notre sing, et le suan du Royal de cette résidence Consulaire
Charleston le 1^{er} novembre 1822

L.S. = Gaudouin
Recid 11^{er} January 1823.

South Carolina

This Indenture of three parts made the
twelfth of December in the year of our Lord one thousand
eight hundred and twenty two between M^r James Sumpter
M^r Kelby of S^t Johns Berkeley planter of the first part,
Elizabeth Ann Bass, of the second part, and D^r S. S.
Couturier and R. D. M^r Kelby Planters of the third part.
Whereas a marriage is agreed upon and intended to be shortly
had and solemnized between the said James S. M^r Kelby and
Elizabeth A Bass, and upon the treaty of the said Marriage,
it is agreed by and between the said parties that all the
Estate of and belonging to the said Elizabeth A Bass
should be conveyed and assured to the use, upon the trusts
and for the intents and purposes hereinafter limited expressed
and declared of and concerning the same. Now this Indenture
witnesseth that in pursuance of the said agreement and for
and in consideration of the sum of two dollars to the said
Elizabeth A Bass in hand paid by the said D^r S. S. Couturier
and R. D. M^r Kelby at or before the sealing and delivering of
these presents (the receipt whereof is hereby acknowledged)
The said Elizabeth A Bass, by and with the consent and
privity of the said James S. M^r Kelby (testified by his being
a party to and sealing and delivering these presents) doth
granted bargained sold and delivered and by these
presents doth grant, bargain, sell and deliver unto the
said D^r S. S. Couturier and R. D. M^r Kelby their executors
administrators forever All those negro slaves and Bank
stock mentioned in a schedule hereunto annexed To have
and To Hold the said negro slaves and bank stock unto
the said D^r S. S. Couturier and R. D. M^r Kelby their executors admin-
istrators for ever. Upon the trusts for the intents and purposes

himself after declared concerning the same. And it is to be that
of the said Elizabeth A Bass until the said intended marriage
shall be had and solemnized: and from and after the
solemnization of said marriage, then in trust that they the
said D. S. Couturier and R. O. McKelvey, will suffer and
permit the said James S. McKelvey and Elizabeth A Bass
to possess the said slaves and bank stock, and to take and
receive the use hire and profit of their labour and service, also
all interest arising from said Bank stock during their joint
lives, and that they the said D. S. Couturier and R. O. McKelvey
will suffer the survivor of them the said James S. McKelvey
and Elizabeth A Bass to have hold and exercise the possession
of the said slaves, and to receive their use hire and profits of
their labour and service during his or her natural: and
from and after the death of the survivor of them the said
James S. McKelvey and Elizabeth A Bass, then in trust for
for the child or children of the said James S. McKelvey
and Elizabeth A Bass being the issue of the marriage
aforesaid, equally to be divided between them, the child
or children of a deceased child to take and be entitled
by right of representation to the share to which the parent
would have been entitled. And in case the said James
S. McKelvey and Elizabeth A Bass should die without
having issue of the said marriage as aforesaid then in
trust for such person or persons whomsoever as the said
Elizabeth A Bass by any testamentary paper in the
nature of her last will and testament. Notwithstanding
her coverture may limit and appoint: and in default of
any such limitation or appointment to use of the survivor
of them the said James S. McKelvey and Elizabeth A Bass
to his or her Executors administrators and assigns for ever.

In witness whereof the parties to these presents have hereunto
set their hands and seals the day and year above written
Signed sealed and delivered
in the presence of

Wm Gaile

P. M. Oliver

Julius P. McKelvey

James Sampson McKelvey (D)
Elizabeth Ann Bass (D)
John J. Couturier (D)
Francis D. McKelvey (D)

Schedule.

See, Richard, Beck, Martha, Washington, seven S. Carolina
Bank shares Five United States Bank shares

Charleston District } Personally appeared Jacob P. M. Kelly
 who being duly sworn deposed he was
 present and saw James Sumpter M. Kelly, Elizabeth Ann Bay,
 John S. Courtin and Ransom D. M. Kelly sign seal and deliver
 the above instrument of Writing for the purposes therein mentioned
 and that this deponent together with Wm. Cain & P. M. Oliver subscribed
 their names as Witnesses thereto Jacob P. M. Kelly
 sworn to before me

This 21st January 1823 } John Wall L. W.

Recorded. 12. February 1823.

State of South Carolina

This Indenture of three parts Made the
 Twenty second day of December in the Year of our Lord one
 thousand Eight hundred and Three. Between Jacob Sham
 of Savannah in Georgia Merchant of the first part Mary
 Ann Frances Cook Spinster of the second part and John B
 Jones and Thomas W. Rodman of the third part. Whereas
 a marriage is agreed upon and is shortly (by Gods promise)
 to be had and solemnized between the said Jacob Sham and
 the said Mary Ann Frances Cook. And Whereas the said
 Mary Ann Frances Cook will be entitled to a considerable
 Estate both real and personal under the last will and
 testament of the said Father John Honstons deceased
 NOW for and in consideration of the said intended marriage
 to secure to said Mary Ann Frances Cook and her issue, and
 that she should be provided with a competent maintenance, &
 for and in consideration of the sum of five dollars to the said
 Jacob Sham and Mary Ann Frances Cook paid by the said
 John B Jones and Thomas W. Rodman the receipt whereof is
 hereby ^{acknowledged} acknowledged. The said Mary Ann Frances Cook
 and with the consent of the said Jacob Sham and who then
 becomes Party to these presents) and the said Jacob Sham
 Have bargained sold conveyed confirmed assigned transferred &
 set over and by these presents DO bargain sell convey confirm
 assign transfer and set over unto the said John B Jones and
 Thomas W. Rodman and to the survivor of them and the Executors
 and administrators of such survivor. All the Estate real or personal
 Lands negroes or other property which the said Mary Ann Frances
 Cook may inherit receive or be intitled to under and by will or
 in pursuance of the last Will and testament of John Honstons
 deceased (reference being thereunto had will more fully and at large

appear) To have and to hold the said estate with
 the appurtenances and every part and parcel thereof unto the
 said John Adams and Thomas W Rodman and the survivors
 of them and the Executors and Administrators of such survivor
 Upon Trust nevertheless and to and for the uses intents and
 purposes herein after mentioned (that is to say) upon Trust for
 the use of the said Mary Ann Frances Cook untill the in-
 tended Marriage takes effect and is solemnized, and thereafter
 to and for the use of the said Jacob Sham and Mary Ann
 Frances Cook during their joint lives not subject to the control or
 debts of the said Jacob Sham, and then for the use of the sur-
 vivor of them during the life of such survivor, and after the
 death of such survivor, then to and for the use of the child
 or children of said Mary Ann Frances Cook in fee and to
 and for no other use intent or purpose whatsoever. In
 Witness whereof the parties have hereunto set their hands
 and seals the day and Year first before written. —

Staled and delivered in presence of the word acknowledging being first intimated

Jacob Sham (S)
 Mary A F Cook (S)
 J B Sons (S)
 Tho' B. Rodman (S)

Jane Delegal
 J Hastottee

Beaufort District } Personally appeared before me James Gurvey
 one of justices of the peace Jane Delegal of the City of Savannah and
 state of Georgia, who being duly sworn maketh oath that she did
 see the parties to the within deed duly execute the same for the uses
 and purposes within mentioned, and she the said Jane Delegal
 together with Jacob Hastottee in the presence of each other did sign
 their names as witnesses thereto } Jane Delegal
 Sworn to before me this 30 day of April 1804 } James Gurvey J.W.
 State of Georgia } Personally appeared Richard Leake esq
 Chatham County } of said county who being duly sworn maketh
 oath that the attestations of the subscribing witnesses to the within
 deed or marriage settlement is in the proper hand and writing of
 the then Miss Jane Delegal and the Esq. Jacob Hastottee esquire
 deceased and that said Jane Delegal is now absent from this
 county and he believes resides in McIntosh county. Richard Leake
 sworn to before me this third day of February 1823 } Robt. S. Bolles
 Recorded 21 February 1823 ckh S.C.C.C.

State of South Carolina

This Indenture Tripartite made this seventh day of February, in the year of our Lord one thousand eight hundred and twenty three Between Francis Dickinson Esquire and Guardian of Caroline Oswald Shrewsbury daughter of Stephen Shrewsbury late of Charleston in the state of South Carolina specially appointed and elected by the said Caroline Oswald Shrewsbury to aid her in executing and consenting to these presents and likewise Trustee under the will of the said Stephen Shrewsbury for the purposes hereinafter mentioned and the said Caroline Oswald Shrewsbury of the first part Jeremiah Dickinson of Charleston aforesaid of the second and Thomas and Stephen Lee of Charleston aforesaid Trustees named and chosen by the parties aforesaid to effectuate this Settlement of the third part: Whereas with Gods permission a marriage is about to be had and solemnized between the said Jeremiah Dickinson and Caroline Oswald Shrewsbury and whereas the said Caroline Oswald Shrewsbury is intitled to the United States Bank Stock Bonds and other evidences of debt devised and bequeathed under the last will and Testament of her aforesaid father and hereinafter specified and also the one half of a parcel in the Circular Church Meeting street and the moiety of a house and to sundry slaves hereinafter particularly named and described: And whereas the said Stephen Shrewsbury in and by his last will and testament did among other things devise and bequeath as follows "that is to say all the rest residue and remainder of my estate of what nature and kind soever and whosoever the same may be, I give devise and Bequeath to my executors herein after mentioned or to such of them as shall qualify and act under this will and to the survivor of them his heirs executors administrators and assigns for ever, In trust nevertheless to sell and dispose of the same except as herein after excepted for cash on credit and on such terms as they may deem best and to invest the proceeds on such sale in stocks of the United States stock of this State or any Bank stock of any Bank in this State which said stock of the United States stock of this State or Bank stock of any Bank in this State I give devise and bequeath to my dearly beloved daughters Louisa Shrewsbury and Caroline Shrewsbury share and share alike to them and each of them during the term of her natural life and from and after the decease of either the said Louisa or Caroline then if my daughter aforesaid first dying shall leave a child or children living at her death I give devise and bequeath her share of the

aforesaid to such child or children his her or their heirs executors
 administrators and assigns for ever. But if she shall leave no child
 living at her death but a husband surviving her then my will is
 that her said Husband shall have such a proportion thereof as the Law
 gives of the wife's estate in laws of Intestacy, under the act of the Legislature
 of this State and the remainder I give to her heirs executors administrators
 and assigns for ever. and it is further my will that at the death
 of the survivor of my said Daughters Louisa and Caroline the stock
 and property herein immediately bequeathed to each survivor or
 which she may take at the death of her sister shall go to such
 child or children as she may leave living at her death his her
 or their heirs executors administrators or assigns for ever. But if
 she shall leave no child living at her death and shall leave a hus-
 band surviving her the Husband shall have such proportion
 of the said stock and property as the Law gives of wife's estate in
 case of Intestacies under the act of the Legislature and the remain-
 der shall go to the child or children of her deceased sister
 if any be living at the Death of my said Daughter so surviving
 as aforesaid his her or their heirs for ever and if there be no
 child of her deceased sister the said remainder shall go to my
 legal representatives in fee simple and I do hereby empower my
 executors or such of them as shall qualify to make good and
 sufficient titles to all purchasers of the property or estate
 sold under this will and I especially charge them on the
 marriage of my daughter or either of them to have the pro-
 perty and estate hereby devised and bequeathed to them
 respectively settled on the terms and conditions herein before
 particularly directed as will appear on reference to the said
 will. And Whereas the Stephen Shrewsbury died leaving one
 hundred and five shares in the Bank incorporated under the
 and title of the Bank of South Carolina standing in his
 name being part of the rest residue and remainder of his Estate
 And Whereas since his decease the aforesaid Francis Dickinson
 the only surviving executor of his will and who alone
 qualified thereon hath sold other parts of the rest residue
 and remainder of the Estate of the said Stephen Shrewsbury
 and hath invested the proceeds on such sales in six per
 cent United States Stock which stand in the Name of
 Francis Dickinson as executor of the said Stephen Shrews-
 bury and whereas a small part of the said rest residue
 and remainder of the aforesaid estate to wit a few in the

just Independent Church in Charleston yet remains uncollected and part concerning of the Bonds notes and other evidences of debt specified in the schedule hereto annexed and making a part of these presents remain uncollected. And whereas upon the marriage of Sarah Louisa Shrewsbury the sister of the said Caroline Oswald Shrewsbury to D. James Moultrie the one moiety of the residuary Estate of said Stephen Shrewsbury was settled on Trustees of the marriage settlement in the terms of the will of the said Stephen Shrewsbury and the other moiety remains now to be settled on the intended marriage of said Caroline Oswald Shrewsbury, consisting of fifty three shares in Bank of South Carolina and the six per cent stock of the United States set forth in the schedule thereof herunto annexed amounting to Nineteen thousand four hundred and thirty seven dollars nineteen cents. and the moiety of the premises in action therein specified. And whereas the said Jeremiah Dickinson and Caroline Oswald Shrewsbury in Consideration of the said intended marriage and of one dollar to them in whole paid by the above named Thomas Lee and Stephen Lee have agreed that the said Francis Dickinson shall transfer to the said Thomas Lee and Stephen Lee the said fifty three shares in the Bank of South Carolina the aforesaid six per cent United States stock equal in amount to Nineteen thousand four hundred and thirty seven dollars nineteen cents. that being the moiety of the said Caroline Oswald Shrewsbury and that the said Francis Dickinson when the unsold part of the aforesaid estate shall be sold and the sums due on the aforesaid Bonds notes and other evidences of debt specified in the aforesaid schedule shall be received shall invest the same in stock of the United States stock of this State or Bank stock of some Bank of this State and transfer the same as often as the said investments shall take place to the said Thomas Lee and Stephen Lee to hold all and singular the premises above mentioned to the said Thomas Lee and Stephen Lee and the survivor of them on the trusts declared in the will aforesaid and above recited. And whereas the said Jeremiah Dickinson in consideration of the said intended marriage and of one dollar to him paid by the said Thomas Lee and Stephen Lee hath agreed to settle the moiety of the house lot herein after described and the slaves herein after named on the trusts herein after declared of and concerning the same respectively. NOW This Indenture Witnesseth that in pursuance of the premises above recited

and in consideration of one dollar to him paid by the said
 Thomas Lee and Stephen Lee the said Francis Dickinson with the
 privity consent and concurrence of the said Jeremiah Dickinson and
 Caroline Oswald Shrewsbury testified by their joining in the exe-
 cution of these presents hath caused the fifty three Bank shares in the
 Bank of South Carolina and nineteen thousand four hundred and
 thirty seven dollars nineteen cents of the six per cent United States
 stocks that stood in his name as executor of the said Stephen
 Shrewsbury to be transferred to the said Thomas Lee and Stephen
 Lee as trustees of and for which said transferred Bank stocks
 United States stocks are particularly specified in a schedule N.H.
 hereto annexed and making a part of these presents To have
 and to hold the said premises unto the said Thomas Lee and
 Stephen Lee and the survivor of them in trust nevertheless to for
 and upon the several uses trusts and limitations declared in the
 will of the said Stephen Shrewsbury and herein before recited
 and the said Francis Dickinson on the same considerations
 Both hereby covenant promise and agree to and with the
 said Thomas Lee and Stephen Lee and the survivor of
 them his executors administrators and assigns that he will
 as soon as he shall sold the unsold part of the remainder of the
 estate of his testator above mentioned and as he shall receive the
 monies due on the Bonds notes and other evidences of debt specified
 in the schedule just mentioned and hereunto annexed invest the
 proportion to which the said Caroline Oswald Shrewsbury
 shall be found entitled of the said monies and proceeds from time
 to time as they shall be received in stocks of the United States stock of
 this state or Bank stock of some Bank of this state in the
 name of the said Trustees in trust to hold and apply the same
 to the uses trusts and limitations above referred to and declared in
 the will of aforesaid And this Indenture further witnesseth that
 the said Caroline Oswald Shrewsbury is a minor under the
 age of twenty one year) under the approbation of her guardian
 and next friend the said Francis Dickinson chosen by her
 for the purpose in consideration of said intended marriage and
 of one Dollar to her paid by the said Thomas Lee and
 Stephen Lee also by and with the knowledge privity and
 consent of her intended husband the said Jeremiah Dickin-
 son hath bargained sold and released and by these
 presents doth grant bargain sell and release unto the
 said Thomas Lee and Stephen Lee one moiety or

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undivided half part of all that lot or piece of land and dwelling house thereon standing situate lying and being in Cumberland street in the City of Charleston and State aforesaid measuring and containing in front on the said seventy eight feet and in depth one hundred and nine feet to the same more or less Backing and bounding to the last on lands of the Methodist Church to the west on lands now or lately of Matthias Hutcheson Esquire to the north on lands now and distinguished in the original plat of Charleston as the lot Number one hundred and sixty seven and to the South on Cumberland street together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining To have and to hold all and singular the premises before mentioned unto the said Thomas Lee and Stephen Lee and the survivor of them his heirs and assigns to the use of the said Thomas Lee and Stephen Lee and the survivor of them his heirs and assigns In trust nevertheless to provide upon the several uses and trusts herein after declared of and conveying the said premises And this Indenture further witnesseth that the said Caroline Oswald Shrewsbury on the considerations above mentioned with the consent of her Guardian aforesaid and by and with the knowledge privity and consent of her intended husband above named hath Bargained and sold and by these presents doth bargain and sell to the said Thomas Lee and Stephen Lee the following slaves namely Maria and Saffire together with their future issue and increase To have and to hold the said slaves unto the said Thomas Lee and Stephen Lee and the survivor of them his executors administrators or assigns to for and upon the trusts herein after declared respecting the same and it is hereby declared and made known that the trusts upon which the above described land is hereby conveyed are as follows that is to say In trust for the said Caroline Oswald Shrewsbury until the solemnization of the marriage above mentioned between her and the said Scimiah Dickinson and from and after the solemnization of the said marriage In trust for the joint use of said Scimiah Dickinson and Caroline Oswald Shrewsbury for and during the term of their joint lives and from and after the decease of either of them In trust for the survivor during the term of his or her life and from and after the death of the survivor In trust for the child or children of the

marriage between the said Jeremiah Dickinson and
 Oswald Shrewsbury his her or their heirs and assigns forever
 and if more than one child to be equally divided between or
 among them share and share alike as tenants in common.
 But if there be no child or children of the said marriage living
 at the death of the survivor and the said Jeremiah Dickinson
 should be the survivor then from and after the decease
 of the said Jeremiah Dickinson in trust for the legal heirs of
 the said Caroline Oswald Shrewsbury and her her or their
 heirs and assigns forever and if there should be no child
 dren of the said marriage living at the death of the survivor
 and the said Caroline Oswald Shrewsbury her heirs and
 assigns forever paid and discharged of all further trusts and it
 is hereby further declared and made known that the trusts on
 which the above named negroes are conveyed are as follows
 that is to say in trust for the sole and separate use of the
 said Caroline Oswald Shrewsbury free from the contracts or
 controul of her said intended husband and for such person
 or persons as the said Caroline Oswald Shrewsbury notwithstanding
 her coverture may by deed or last will or testament authorize
 by three persons live grant convey or appoint the same and in
 default of such appointment in trust after her decease for
 her legal Representatives and it is hereby agreed upon
 provided and understood notwithstanding any thing to the
 contrary herein before contained that it shall and may be
 lawful for the above named Trustees and the survivor
 of them or their successor or successors as trustee or
 trustees as aforesaid at the request of the said Jeremiah
 Dickinson and Caroline Oswald Shrewsbury his intended
 wife or the survivor of them to sell and dispose of the
 whole or any part of the Estate or property in any part
 of this marriage settlement mentioned or intended to be
 secured by it and in respect of such parts of the said
 estate or property settled by the will aforesaid Stephen
 Shrewsbury to invest the proceeds on such sale in any of the
 different species stock prescribed by the said will and in
 respect of all the rest of the said Estate or property to invest
 the same in any other property which they or the survivor
 of the said Trustees with the consent of the said Jeremiah
 Dickinson and Caroline Oswald Shrewsbury or the survivor
 of them under signature may deem expedient and thus

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as often as they may think proper having care always
 and at every sale or exchange to receive the proceeds or profits
 received in exchange to all and singular the uses and trusts
 that have been herein declared or referred to in any one of the
 foregoing Premises respectively so that the proceeds of each by the
 said Premises respectively do follow the trusts on which the same
 have been respectively conveyed Provided also that in case hereafter
 it should become expedient it shall and may be lawful to and
 for the said Jeremiah Dickinson and Caroline Oswald Shrewsbury
 or the survivor of them when and as often as may be
 thought proper by and with the advice and consent of the
 said Thomas Lee and Stephen Lee their successors or suc-
 ceptor as Trustee or Trustees as aforesaid or in the event of the
 death of any Trustee or Trustees then without the advice
 or consent of the executors or administrators of such deceased
 Trustee or Trustees in and by any deed duly executed in the
 presence of two witnesses under the hand and seal of the said
 Jeremiah Dickinson and Caroline Oswald Shrewsbury
 or the survivor of them to constitute nominate and appoint
 another Trustee or other Trustees as aforesaid and the
 successor or successor as trustee or trustees so as aforesaid
 last constituted nominated and appointed on expressing
 and declaring in writing his or her or their assent to such
 constitution nomination and appointment shall and will
 possess and enjoy all the powers rights privileges and authorities
 and be subject to the duties liabilities and responsibilities
 of the said Thomas Lee and Stephen Lee as trustees aforesaid
 and the person or persons formerly trustee or trustees in whose
 place and stead a new Trustee or new Trustees shall be duly
 appointed and conferred shall be forthwith hereupon and for-
 ever nominated and discharged And the said Jeremiah
 Dickinson for himself his heirs executors and administrators
 doth hereby covenant promise and agree to and with the said
 Thomas Lee and Stephen Lee and the survivor of them and
 his heirs executors and administrators make execute and
 deliver all and every such act and acts thing and things due
 and deeds assurances and assurances whatsoever which
 shall be devised or advised by Counsel Learned in the law
 for the more perfect Conveying and agreeing of all and
 singular the premises above mentioned or referred to to the said
 Trustee or their successors or successor herein before expressed and meant

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and intended to be secured by these presents according to the true intent and meaning of the same and in particular that he do join the said Caroline Oswald Shrewsbury his intended wife when required by the said trustees or the survivor of them or their successors or successor after she shall have attained the age of twenty one years in all necessary deeds and conveyances whatsoever for renouncing her inheritance in the lands above and for conveying all and singular the premises above mentioned to the said trustees and the survivor of them or their successor or successor his or their heirs executors and administrators upon the trusts respectively declared of them by these presents and for Ratifying confirming and making sure perfect and complete all and singular the deed and Deeds thing and things conveyances and assurances intended to be made done and accomplished by these. In witness whereof the said parties have to these presents interchangeably set their hands and seals on the day and in the year last above mentioned

Sealed and delivered in the presence of
Ann Jackson Miles
Henry Britt

Francis Dickinson (L.S.)
Jeremiah Dickinson (L.S.)
C. O. Shrewsbury (L.S.)
Thos Lee (L.S.)
Stephen Lee (L.S.)

No 1 schedule A of property in trust for Caroline Oswald Shrewsbury under her father Stephen Shrewsbury's will by the within settlement
Fifty three shares in the Banks of South Carolina

United states 6 per cent stock of year	1813	\$ 5261.51
D ^o D ^o	D ^o	500
D ^o D ^o	D ^o	3606.30
D ^o D ^o	D ^o	300
D ^o D ^o	1815	4027.35
D ^o D ^o	1814	2522.3
D ^o D ^o	1812	510
D ^o D ^o Treasury Note Stock		2000
D ^o D ^o		190
		\$ 19437.19

one half of a pew in the circular church uncollected debts of the estate of Stephen Shrewsbury Balance due on W^m Mayrants bond about \$ 2000
David Campbells 2 bonds each 177.53
Thomas Morris' due Bill 20
John Livingstons Note 5
Bailey and Wallus note 540

Balance due on Abraham Martley's Bond \$2000.
 Schedule B. Property in trust under the within settlement and
 belonging to Caroline Oswald Shrewsbury independently of the wife
 of her father Stephen Shrewsbury one moiety of house and lot in
 Cumberland Street described within Two negro slaves
 Maria and Sappo. —

Henry Brett made oath that he saw Francis Dickinson Scimish
 Dickinson Caroline Oswald Shrewsbury Thomas Lee and Stephen
 Lee sign seal and deliver the foregoing Instrument of writing
 for the use and purposes therein mentioned and that he together
 with Ann Jackson Miles witnessed the same

sworn to before me this 4th March 1823 Benja. H. J. Not. Publ.
 Recorded 4th March 1823

State of South Carolina

✓

Know all men by these presents that I
 Abraham Tobias of the City of Charleston am held and
 firmly bound unto Moses Lopez of the same place, in the
 full and just sum of Two thousand dollars to be paid to
 the said Moses Lopez or his certain attorney, executors ad-
 ministrators or assigns for which payment well and truly
 to be made and done. I bind myself and each and every
 of my heirs executors and administrators firmly by these
 presents. Sealed with my seal and dated this fourth day of
 March one thousand eight hundred and twenty three
 Whereas a marriage is intended shortly to be had and
 solemnized between the said Abraham Tobias and
 Ellenor, the daughter of Priscilla Lopez the widow of
 David Lopez of this City in consideration of which marriage
 and for making some provision and settlements upon and
 for the said Ellenor Lopez and upon such issue as may or
 shall grow out of said marriage it hath been agreed upon
 by and between the parties aforesaid, that the said Abraham
 Tobias shall pay unto the said Moses Lopez the sum of
 two thousand dollars as aforesaid upon the trusts and for
 the purposes hereinafter mentioned, expressed and declared
 of and concerning the same in manner following, that is
 to say the whole sum of two thousand dollars, together
 with lawful interest thereon within the space of one year
 next ensuing the date hereof In trust to and for the said
 Ellenor Lopez during her natural life and in case of issue

growing out of this said intended marriage ~~upon~~ ^{after} the death of the said Elenor, in trust to and for such child or children as shall grow or arise out of this said intended marriage, if one, to that one and if more than one to all such share and share alike, to be divided only when the youngest shall arrive at, the age of twenty one. And the said Abraham Tobias, for himself his heirs executors and administrators covenants to and with the said Moses Lopez his heirs and assigns, that it shall and may be lawful to and for him the said Moses Lopez as trustee aforesaid by and with the consent of the said Elenor in writing, obtained at any time and at all times to invest the said sum of Two thousand dollars, together with the interest that shall arise thereon in such landed property negroes or Bank Stock or United States or state stock as he the said Moses or his successor shall deem most for the interest of the said Elenor or her child or children if any and the same at any time to resell and reinvest, as often as he shall deem beneficial for the interest of the said Elenor or such child or children, provided nevertheless that no resale of any property shall take place without the written consent of the said Elenor except by consent of the Court of equity And the said Abraham Tobias hereby further covenants to and with Moses Lopez as trustee aforesaid that in case of issue in this intended marriage between the said Abraham Tobias and Elenor that notwithstanding he covenante it shall and may be lawful to and for the said Elenor at any time or times, during her life by any writing under her hand and seal attested by two ~~competent~~ witnesses, or by her last will and testament in writing or any writing purporting to be her last will and testament to give bequeath or dispose of at her own free will and pleasure all or any part of the said sum of two Thousand dollars together with the interest that shall arise thereon or grow thereout NOW the Condition of this obligation issued that if the said Abraham Tobias his heirs executors and administrators shall and do well and truly pay or cause to be paid unto the said Moses Lopez as trustee aforesaid or his executors or administrators the said sum of Two thousand dollars together with lawful interest thereon from the date hereof upon and to and for the uses and purposes and trusts herein before declared and

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expressed, then this obligation to be void and of no effect or to be and remain in full force and virtue

Signed sealed and
delivered in presence of
Isaac Moise
Meyer M Cohen

Abraham Tobias

Isaac Moise made oath that he saw
Abraham Tobias sign seal and deliver the
foregoing Instrument of writing for the uses and purposes therein
mentioned and that he together with Meyer M Cohen witnessed the
same. Sworn to before me this 11 March 1823

Benj. Chapman Not Pub.

Recorded March 11. 1823

Beaufort District South Carolina. Whereas: be it
known to all whom it may concern, send greeting: That a
Contract of marriage being shortly to be celebrated and solemn-
ized between M. David Swine and M^{rs} Eliza Achord
widow of Lewis D. Achord. And for the better securing the
following property; Inherited by the said Eliza from her
late husband deceased to wit that is to say one half share
of four negroes Sukey Lydia William and Auber with
the future issue and increase of the females so divided and
allotted to her the debts of the said Lewis D. Achord are finally
paid as well as all the household furniture she at this time
poses. And whereas the said David Swine wishing meaning
and intending without fraud or mal intent to make over
the following seventeen slaves that is to say Eleven male &
six female with all their future issue and increase of the
females namely Joe Beck Amey (little) Amey (big) Dick
Jim George John Abram William Henry Jacob Emma
Margret Hannah and her two children Edward and Archer
Now know ye all who may herein any way be concerned
That the above seventeen slaves to wit Joe Beck little Amey
Big Amey Dick Jim George John Abram William Henry
Jacob Emma Margret Hannah Edward and Archer are
under incumbrance of a suit in equity Instituted by James
Wells junior as well as other incumbrances of debt due by the estate
of the said David Swine's mother deceased as well as debt due by
said David Swine. Now know ye all who may be concerned
that this instrument of writing or marriage Intends only and
solely to secure unto the said M^{rs} Eliza Achord after the due
solemnization of marriage with the said David Swine that
number of the seventeen slaves which may eventually be decreed

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by the honorable Court of equity to be absolutely the property
 either by a bona fide claim of heirship bequeathed or vested in
 the said David Swine on acct of his claim as chief creditor
 to the said Estate of his said Mother Mary Swine and then in-
 tinely subject to the lawfull debts already contracted and now
 due by the said David Swine to any person whomsoever either
 liquidated or otherwise. Now be it well known by all who
 may be herein concerned that the restrictions herein intended
 to be placed subjecting this Instrument to the debts due by the said
 David Swine now at this time does no way intend or mean to subject
 the share of that number of four slaves to wit Sakey William Lydia
 and Anbor or any of their future issue or increase of the females
 They being ~~property~~ vesting at a future period in M^{rs} Eliza Achard
 absolutely and for ever Now know ye and all who may any
 way hereafter be concerned That I David Swine for one dollar
 to me in hand paid by William Hutson Wigg the receipt whereof
 I do hereby acknowledge Have granted Bargained sold and by
 these presents do grant bargain sell and Release unto the said
 William Hutson Wigg to him his legal Representatives absolutely and
 forever In trust the full share of that number of four slaves to wit
 Sakey Lydia William and Anbor or either and all of them
 which may hereafter be allotted to the said M^{rs} Eliza Achard from
 the estate of her late husband deceased as well as all the house-
 hold furniture which now is hers ~~all~~ also seventeen slaves to wit
 Joe Beck L Amey B. Amey Dick Jim George John Abram William
 Henry Jacob Emma Margaret Hannah Edward and Archer or any
 or all they so me be ^{hereafter} determined as aforesaid to be the property
 of said David Swine by the said honorable court of equity on the
 pending suit as aforesaid and subject only to the debts aforesaid
 already contracted or now due as aforesaid Now know all to whom
 this Instrument or marriage settlement may hereafter any way
 concern that the deed of trust unto William Hutson Wigg and his
 Representatives are for the following purposes solely and absolutely
 without Chicane or Fraud That is to say during the lifetime of the
 said David and Eliza the nett proceeds arising from the
 Labour of any or all the above named negroes males as well as
 Females with all the future issue and Increase shall be for
 their sole use behoof and benefit But not subject to be sold
 as a life Estate to the said David Swine for any debt barter
 contract or exchange after sealing execution and Record of this
 Instrument or marriage settlement And be it hereby farther

approped, then this obligation to be void and of no effect and
to be and remain in full force and Virtue

Signed sealed and
delivered in presence of

Isaac Moise
Myer M Cohen

Abraham Tobias

Isaac Moise made oath that he saw
Abraham Tobias sign seal and deliver the
foregoing Instrument of writing for the uses and purposes therein
mentioned and that he together with Myer M Cohen witnessed the
same. Sworn before me this 11 March 1823

Benj Elph Sons Not Pub.

Recorded March 11th 1823

Beaufort District South Carolina. Whereas: be it
known to all whom it may concern, send greeting: That a
Contract of marriage being shortly to be celebrated and solemn-
ized between M^r. David Irvine and M^{rs}. Eliza Achord
widet of Lewis D. Achord. And for the better securing the
following property; Inherited by the said Eliza from her
late husband deceased to wit that is to say one half share
of four negroes Suley Lydia William and Auber with
the future issue and increase of the females so divided and
allotted to her the debts of the said Lewis D. Achord are finally
paid as well as all the household furniture she at this time
poses. And whereas the said David Irvine wishing meaning
and intending without fraud or mal intent to make over
the following seventeen slaves that is to say eleven male &
six female with all their future issue and increase of the
females namely Joe Beck Amey (little) Amey (big) Dick
Jim George John Abram William Henry Jacob Emma
Margret Hannah and her two children Edward and Archer
Now know ye all who may herein any way be concerned
That the above seventeen slaves to wit Joe Beck little Amey
Big Amey Dick Jim George John Abram William Henry
Jacob Emma Margret Hannah Edward and Archer are
under incumbrance of a suit in equity Instituted by James
Wells junior as well as other incumbrances of debt due by the Estate
of the said David Irvine's Mother deceased as well as debt due by
said David Irvine. Now know ye all who may be concerned
that this instrument of writing or marriage Intends only and
solely to secure unto the said M^{rs}. Eliza Achord after the due
solemnization of marriage with the said David Irvine that
number of the seventeen slaves which may eventually be decreed

by the honorable Court of equity to be absolutely the property
 either by a bona fide claim of heirship bequeathed or vested in
 the said David Swine on acct of his claim as chief creditor
 to the said Estate of his said Mother Mary Swine and then un-
 tinely subject to the lawfull debts already contracted and now
 due by the said David Swine to any person whomsoever either
 liquidated or otherwise. Now be it well known by all who
 may be herein concerned that the restrictions herein intended
 to be placed subjecting this Instrument to the debts due by the said
 David Swine now at this time does no way intend or mean to subject
 the share of that number of four slaves to wit Suskey William Lydia
 and Anbor or any of their future issue or increase of the females
 They being ~~property~~ vesting at a future period in M^{rs} Eliza Archard
 absolutely and for ever Now know ye and all who may any
 way hereafter be concerned That I David Swine for one dollar
 to me in hand paid by William Hutson Wigg the receipt whereof
 I do hereby acknowledge Have granted Bargained sold and by
 these presents do grant bargain sell and Release unto the said
 William Hutson Wigg to him his legal Representatives absolutely and
 forever In trust the full share of that number of four slaves to wit
 Suskey Lydia William and Anbor or either and all of them
 which may hereafter be allotted to the said M^{rs} Eliza Archard from
 the estate of her late husband deceased as well as all the house-
 hold furniture which now is hers ~~also~~ ^{also} seventeen slaves to wit
 Joe Beck L Amey B Amey Dick Jim George John Abram William
 Henry Jacob Emma Margaret Hannah Edward and Archer or any
 or all they so me to be ~~determined~~ ^{hereafter} determined as aforesaid to be the property
 of said David Swine by the said honorable court of equity on the
 pending suit as aforesaid and subject only to the debts aforesaid
 already contracted or now due as aforesaid Now know all to whom
 this Instrument or marriage settlement may hereafter any way
 concern that the deed of trust unto William Hutson Wigg and his
 Representatives are for the following purposes solely and absolutely
 without Chicane or Fraud That is to say during the lifetime of the
 said David and Eliza the nett proceeds arising from the
 Labour of any or all the above named negroes males as well as
 Females with all the future issue and Increase shall be for
 their sole use behoof and benefit But not subject to be sold
 as a life Estate to the said David Swine for any debt barter
 contract or exchange after sealing execution and Record of this
 Instrument or marriage settlement And be it hereby farther

known to all whom it may concern That in case after the death
 of the said Eliza leaving issue at her death that said deed of trust
 or marriage settlement shall be in force and continue in trust for
 the sole use behoof and benefit of the said David Irvine during
 his natural life and after his death to the child or children
 so left by the said Eliza to him her or them share and shar-
 ing equally absolutely and forever That is as in case maybe
 of her dying previous to the said David & leaving issue by him
 (lawfully begotten) at her death, But in case the said Eliza
 after marriage with the said David should die previous to the
 said David and leave no issue at her death Then and in that
 case This trust shall cease and become null, The seventeen names
 Lewis Joe Beck L Amey Bignome Dick Sim George Abram
 William Henry Jacob Margret Hannah Edward and Archer or any
 or all of them as may hereafter be decreed to be subject to this
 instrument shall again vest and become absolute as the property
 of the said David Irvine in the same as though this deed
 or marriage settlement had never been executed, But in the
 above case relating to the share of the above share in fourths
 wit Suskey Lydia William and Arthur or such of either of
 them as may be allotted to the said Eliza as an Inheritance
 from the Estate of her late husband Lewis D Achord Be it
 well understood It is the true meaning and intent of this marriage
 settlement to set forth and secure the right in the said Eliza
 Achord (after marriage with the said David Irvine) of making a
 will and willing devising and bequeathing the said property as
 inherited aforesaid to whomsoever she pleases. This is in case the said
 Eliza should die leaving or not leaving issue at her death
 previous to the death of the said David, But in case the said David
 Irvine should die leaving issue at the time of his death from this
 said marriage as aforesaid Then this deed of trust shall continue
 and be in force holding in security all the property herein named
 for the sole use and benefit of the said Eliza then his widow
 and after death to her issue share equally as is it may to him her
 or them absolutely and forever This in case at the death of the
 said David Irvine there might be issue from this marriage
 left at his death, But in case he should leave no issue
 Then in that case this trust shall forever cease and become
 null yielding up to Mrs Eliza (the then widow of the said
 David Irvine) absolute property to her and her heirs then and forever
 Done and executed acknowledged and delivered this third day of

march in the year eighteen hundred and twenty three
 in the forty seventh year of American independence
 sealed and signed in our presence and in the presence
 of each other and after the intercommunications were made of the fellows John on the 24th line and between
 George and Abam and on the 25th line the female herma first word
 before Margaret. Done and executed on two separate sheets of fool
 cap paper on seven pages 1st page having twenty eight lines twenty
 eight on the 2^d page twenty nine on the third page twenty nine
 lines on the 4th a last page of the first sheet twenty seven lines on the
 1st Page of the 2^d leaf twenty six lines on the 2^d page of the 2^d leaf and
 concludes with seven lines on the third and a last page The two
 sheets connected together with a piece of narrow white ribbon
 signed sealed and delivered in our presence as witnesses
 Thurets

David DeWine
 William H Wigg
 Raza Johnson

Danl S Cook
 Christopher L Cook

Beaufort District } Personally appeared in proper person
 So Carolina } D. S. Cook before me this March in the
 year eighteen hundred and twenty three and he being duly
 sworn states he was present and saw the deed execution of the
 within deed or instrument by Mr. David DeWine and Mr. H. Wigg
 signing the same as trustee Also that Christopher Cooked signed
 the same in his presence and the presence of each other as witness
 St. Lukes Parish } Personally appeared before me Mr. Danl S Cook
 Beaufort District } and Master Christopher L Cook who being duly
 sworn sayeth that they were present at the executing of the within
 deed and that they as witnesses called upon did see the parties
 subscribe their names thereto sworn to before me this 3^d day of
 march 1823. In^o Norton D W } Danl S Cook
 } Christopher L Cook

Recorded March 14th 1823

State of South Carolina
 Know all Men by these Presents that
 I Haysman Levy late of New York now residing in Camden South
 Carolina, am held and firmly bound unto Abraham Deleon of
 Camden in South Carolina and Mordicai H Deleon of
 Charleston in the same state, in the full and just sum
 of ten Thousands dollars, to be paid to the said Abraham
 Deleon and Mordicai H Deleon or their certain attorney
 executor administrator or assigns to which payment well and

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truly to be made and done I bind myself and each and every of my heirs executors and administrators, firmly by these presents sealed with my seal and dated this twenty third day November One Thousand eight hundred and nineteen. Whereas a Marriage is intended shortly to be had and solemnized between the said Hayman Levy and Almira the daughter of Jacob and Hannah Deleon of Charleston in consideration of which marriage and for making some provisions and settlements upon and for the said Almira Deleon, and the heirs of her body which may be gotten by the said Hayman Levy, it hath been agreed upon by and between the parties aforesaid, that he the said Hayman Levy shall pay unto the said Abraham Deleon and Mordicai Deleon the sum of five Thousand Dollars upon the trust and for the purposes hereinafter mentioned expressed and declared of and concerning the same in manner following (that is to say) the whole sum of five thousand dollars within the space of one year next ensuing the date hereof with Lawfull interest thereon from the date hereof. I do Test to and for the said Almira Deleon during her natural life and at her death to the heirs of her body begotten by the said Hayman Levy share and share alike and in case of the failure of issue as above expressed to her, her heirs and assigns forever and the said Hayman Levy for himself ~~and his~~ and assigns hereby covenants to and with the said Abraham Deleon and Mordicai Deleon, their heirs executors and administrators in manner following that is to say that it shall and may be lawfull to and for the said Almira Deleon notwithstanding her coverture at any time or times in case of her failing to have issue by the said Hayman Levy during her life, by any writing under her hand and seal, attested by two or more credible witnesses or by her last will and testament in writing or any writing purporting to be her last will and testament to give bequeath or dispose of at her own free will and pleasure all or any part of the said sum of five Thousand dollars together with the interest which shall grow due thereon. NOW the CONDITION of this obligation is such, that if the above bound Hayman Levy his heirs executors and administrators shall and do well will and truly pay or cause to be paid unto the said

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Abraham DeLeon and Mordica DeLeon or either of them or their heirs executors or administrators for the use and purposes before mentioned the said sum of five thousand dollars together with lawful interest thereon within one year after the death hereof upon and to and for the use and purposes and trusts before herein declared and expressed then this obligation to be void and of no effect or else to remain in full force and Virtue Signed sealed and Delivered in the presence of

M Lopez

B D Lazarus

Hayman Levy

Moses Lopez being duly sworn maketh oath that he was present and saw Hayman Levy sign seal and deliver the above instrument of writing for the use and purposes therein mentioned and that he together with B D Lazarus witnessed the same sworn before me this 14th March 1823

Biny Elfe Sur. not Pub.
Recorded March 14th 1823

South Carolina

This Indenture Tripartite made

the seventeenth day of December in the year of our Lord one thousand eight hundred and twenty two between Carlos Tracy of the City of Augusta in the State of Georgia of the one part and Jane D Sivers of Beaufort in the state aforesaid Widow of the second part and the Rev James Graham of the same Place of the third part Witnesseth Whereas a marriage is agreed upon and intended to be shortly solemnized between the said Carlos Tracy and Jane D Sivers and Whereas the said Jane D Sivers is entitled to a considerable real and personal Estate as one of the heirs of her deceased husband Stephen Sivers and also to a part of the undivided Estate of her deceased son Thomas Sivers and also to a part of certain property conveyed by M^{rs} Sarah Sivers deceased to the Children of Stephen Sivers and also a part of the undivided Estate of her father the Late Andrew McLean of the State of Georgia and also proprietor of a certain negro slave named chance. And Whereas upon the treaty of and previous to the intended marriage it hath been and is agreed upon by and between the said Carlos Tracy and Jane D Sivers that the Estate aforesaid of the said Jane D Sivers should be by her granted assigned and willed in the said James Graham his heirs and assigns upon the special trust and confidence, nevertheless and to and for the several uses, intents and purposes hereinafter mentioned expressed and declared of and concerning the same Now This Indenture Witnesseth that the said

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Jane D Sivens in pursuance of the said agreement and in consideration of the said marriage and of one dollar to the said Jane D Sivens well and truly paid before the sealing hereof by the said Samuel Graham, the receipt whereof is hereby acknowledged and for other good cause and considerations hereunto moving. Hath granted, sold and conveyed and by these Presents doth grant bargain sell and convey unto the said James Graham his heirs and assigns forever all her undivided part of ~~the~~ ^{the} ~~the~~ ^{consisting} of real or personal property or both of the Estate of her former husband Stephen Sivens also all her undivided part of the Estate of her deceased child Thomas Sivens whether it consist of real or personal property or both also all her undivided part of certain negro slaves conveyed by the late W^o Sarah Sivens to the children of Stephen Sivens deceased also all her undivided part of the Estate of her father the late Andrew McLean of Georgia and also a negro slave named Chance, to Have and to Hold the said property real and personal which may be divided from these various sources together with the issue and increase of the female slaves and the said negro slave named Chance and all and singular other the premises hereinbefore mentioned or meant and intended to be hereby assigned transferr'd and set over unto him the said James Graham his heirs and assigns forever. Upon the special Trust and Confidence nevertheless and to and for the several uses intents and purposes hereinafter declared of and concerning the same That it is to say in Trust for the use of the said Jane D Sivens and her heirs untill the said intended marriage shall be had and solemnized as aforesaid and from and after the solemnization of the said marriage then in Trust for the use and behoof of the said Carlos Tracy unless the said Jane D Sivens should depart this life before the said Carlos Tracy then and in that case in trust for the benefit of such person or persons as the said Jane D may appoint by her last will in writing or any writing purporting to be her last will (which last will and testament she the said Jane D is authorized and empowered by the said Carlos Tracy to make as to her shall seem meet) to be by her signed and published in the presence of three or more credible witnesses And it is hereby further declared to be the meaning and intent of these Presents that although the said Carlos Tracy shall be entitled to the rents and profits of the said property during the life of said Jane D Sivens yet nevertheless the said property or any part thereof shall not be subject to the debts of the said Carlos Tracy whether contracted

before or after marriage. It is further agreed and it is hereby declared to be the meaning and intent of these presents that the said Jane D Givens shall be at liberty to assign transfer and convey the said property afore mentioned to such persons and at such times as she may deem proper without any controul whatever during her life and to make what disposition soever she may deem fit and proper of the said property or any part thereof. In witness whereof we have hereunto set our hands and seals this seventeenth day of December in the year of our Lord one thousand eight hundred and twenty two and in the forty seventh year of American Independence.

signed sealed and delivered in the presence of
Eliza S Brownson
John M Verdier Junr

Jane D Givens (S)
Carlos Tracy (S)
James Graham (S)

A schedule to be annexed to the marriage settlement of Carlos Tracy and Jane D Givens. The following property belongs to the estate of Stephen Givens of which Jane D Givens is an heir to wit Waring March Frank Abel Dorcas Dinah London Hellen Mary Sauney Nancy Katy. One tract of land on the Island of Port Royal containing _____ acres and bounded.

The subjoined negro slaves were conveyed to the children of Stephen Givens by M^{rs} Sarah Givens on which Jane D Givens has a claim to wit Hattia Sancho Venture Mag Jenm; Binah Dorcas Letitia Will Nat Eve Nell Black. Clarinda Negro Slave Chance the property of Jane D Givens.

signed sealed and delivered in the presence of
Eliza S Brownson
John M Verdier Junr

Jane D Givens (S)
Carlos Tracy (S)
James Graham (S)

State of South Carolina. Personally appeared before me John M Verdier Junr who being duly sworn on which oath and a faith that he was present and did with the above named Jane D Givens Carlos Tracy and James Graham sign seal and deliver the within Instrument of writing as their act and deed for the purposes therein mentioned and that he together with Eliza S Brownson signed their names as witnesses thereto

John M Verdier Junr

sworn to before me this 16th January 1823. Wm. J. J. N. P.
Recorded March 10th 1823.

State of South Carolina.

This Indenture made this twenty seventh day of March in the year of our Lord one thousand eight hundred and twenty three and in the forty seventh year of the Independence of the United States of America. Between Thomas Asbury Hankins of Brunswick County the State of North Carolina planter of the one part and James L. Belin of Florry district the State of South Carolina Minister of the Gospel of the other part. Whereas a marriage is intended to be shortly hereafter had and solemnized between the said Thomas A. Hankins and Margaret L. Allston Daughter of James Belin Sen^r and Mary L. Belin each of Leo town district and state aforesaid. And whereas the said Margaret L. Allston is now lawfully possessed of the sum of Two Thousand dollars sterling and whereas that upon the treaty of the said intended marriage it is agreed that the said sum of Two Thousand dollars aforesaid should be assigned to and vested in the said James L. Belin his heirs executors administrators and assigns upon their several trusts and for the several uses and purposes here in after mentioned or expressed and declared for and concerning the same. Now This Indenture Witnesseth that in consideration of the said intended marriage and in pursuance of the said agreement and also of and in consideration of the sum of five dollars by the said James L. Belin to the said Thomas A. Hankins in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Thomas A. Hankins hath granted bargained sold assigned transferred and set over and by these presents doth bargain sell assign transfer and set over unto the said Jas. L. Belin his heirs Executors administrators and assigns all of the said sum of money aforesaid mentioned. In trust for the said Margaret Allston and to and for her own and separate use and benefit and behoof for ever during her natural life and being at all times to remain at her disposal but not without the acquiescence of the will of the said Jas. L. Belin and at her death to her heirs and assigns. Also any money or species of property which she the said Margaret may hereafter inherit receive or possess from any person or persons whatever in trust for her own and separate use benefit and behoof and being at all times at her disposal but not without the consent of the said Jas. L. Belin. It is therefore further agreed by and between the said parties of these presents that the said

443.

Thomas A Hankins shall and do hereby bind himself his heirs Executors administrators and assigns jointly by these presents to pay or cause to be paid unto Sam: Lee his heirs Executors and assigns the sum of Twelve Thousand dollars stating should the said Thomas A Hankins my heirs Executors administrators or assigns violate this written contract In witness whereof the said Thomas A Hankins have hereunto set my hand seal on the day and in the year first and before written

Signed sealed and delivered Thomas A Hankins (65)

in the presence of S. S. Singleton
The State of South Carolina
Georgetown district

Thos: Munnelyn on this day the first of April AD. one thousand eight hundred and twenty three before me Anthony B Shackelford one of the Quorum and Notary Public duly commissioned by letters patent under the great seal of the state aforesaid Personally came Samuel S. Singleton who upon being duly sworn said that he was present and saw the within named Thos: A Hankins execute the within Instrument of writing for the uses and purposes therein mentioned and that he the said Samuel S. Singleton together with Thos: Munnelyn subscribed their names as witnesses thereto.

sworn before me this day S. S. Singleton.

year above written A. B. Shackelford J. U. N. P. Recorded 5th April 1823.

The State of South Carolina.

This Indenture Tripartite made the thirteenth day of April in the year of our Lord one thousand eight hundred and nineteen Between Jane Lee of the city of Charleston in the state aforesaid and Anthony Bonneau Shackelford of Georgetown in the same state of the second part And George Wagner & Effingham Wagner Suitses nominated and appointed by them the said Jane Lee and Anthony Bonneau Shackelford for the Suitses Intents and purposes herein after mentioned and expressed of the kind part. Witnesseth Whereas a marriage by Divine permission is shortly intended to be had and solemnized between the said Jane Lee and Anthony Bonneau Shackelford and whereas the said Jane Lee being being possessed of and possessing a negro woman named Betty together with her six children called Joe Bella Harriet Sam Williams & Tombs

the said Jane Lee (by and with the consent and approbation of
 said Anthony Bonneau Shackelford testified by his being party to and
 signing and sealing of these presents) hath in the date of the date here
 Bargained sold and delivered unto the said George Wagner and
 Effingham Wagner the said slave together with her present issue and
 the future issue of such of them as may be girls, and previous to the
 said intended marriage it was and is agreed by and between the
 said parties hereto that the said slave Betty together with her six
 children Joe Bella Harriet Sam William and Tombs. and the issue
 of such of them as may be girls should from thenceforth go and
 be to for and upon the several uses Trusts Intent and purposes herein
 after mentioned and expressed of and concerning the same. Now this
 Indenture Witnesseth that in pursuance and performance of the
 said recited agreements and for and in consideration of the said
 intended Marriage. It is hereby agreed and declared by and be-
 tween all and every the parties to these presents and the true
 Intent and meaning of them and of these named Joe Bella Harriet
 Sam William & Tombs. and the future issue of such of them as may
 be females so by her the said Jane Lee Bargained sold and deli-
 vered unto the said George Wagner and Effingham Wagner as
 aforesaid shall from thenceforth go applied and disposed of to for
 and upon the several Trusts Intent and purposes and under
 subject to the proviso and agreements hereinafter mentioned and
 expressed and declared of and concerning the same. That is to
 say So trust, for the said Jane Lee her executors adminis-
 trators and assigns until the solemnization of the said intended
 marriage and from and immediately after the solemnization thing
 then upon this further Trust that that the said George Wagner
 and Effingham Wagner their Executors administrators and
 assigns shall and do permit and suffer the said Jane Lee
 and Anthony Bonneau Shackelford to have hold and enjoy the
 services of the said slave Betty and her six children Joe Bella
 Harriet Sam William & Tombs. together with the future
 issue of such of them as may be females, during the joint natural
 lives of them the said Jane Lee and Anthony Bonneau Sha-
 ckelford her intended husband. to and for their own use &
 benefit And from and immediately after the decease of the said
 Anthony Bonneau Shackelford should the said Jane Lee survive
 him then upon further Trust that that the said George Wag-
 ner and Effingham Wagner their Executors administrators and
 assigns shall and do permit and suffer the said Jane Lee.

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her executor administrators and assigns to have hold and enjoy the services of the said slave Betty and her six children Joe Bella Harriet Sam William and Tombo. together with the future issue of such of them as may be females unto her and them absolutely to and for her and their own use and benefit should the said Anthony Bonneau Shackelford survive her the said Jane Lee and then be issue by and from the said projected marriage living at the time, Then upon this further trust that they the said George Wagner and Effingham Wagner their executors administrators and assigns, shall and do permit and suffer the said Anthony Bonneau Shackelford to have and enjoy the services of the said slave Betty and her six children Joe Bella Harriet Sam William and Tombo. together with the future issue of such of them as may be females, during the term of the natural life of him the said Anthony Bonneau Shackelford to and for his own use and benefit And from and immediately after the death of the survivor of them the said Anthony Bonneau Shackelford and Jane Lee his intended wife in case there shall be any child or children of their bodies begotten then living Then upon this further trust that they the said George Wagner and Effingham Wagner their executors administrators and assigns shall and do apply and dispose of the said slave Betty and her six children Joe Bella Harriet Sam William and Tombo. together with the future issue of such of them as may be females unto and amongst such child or children and in such shares or proportions as the the said Jane Lee notwithstanding her intended coverture covert or discover by any deed or writing or by her last will and testament in writing shall give direct limit or appoint the same and for want of such gift limitation or appointment then the same to go and be equally divided among such children if more than one share and share alike Their executors administrators and assigns forever to and for their own use and benefit But should the said Anthony Bonneau Shackelford survive her his intended wife the said Jane Lee there being no child or children of their bodies begotten then living Then upon this further trust that they the said George Wagner and Effingham Wagner their Executors administrators and assigns shall and do apply and dispose of the said slave Betty and her six children Joe Bella Harriet Sam William & Tombo together with the future issue of such of them as may be

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Janals with the said Anthony Bonneau Shackelford
 Executors administrators and assigns for ever to his and the
 own use and benefit. And it is further agreed by and between
 the parties to these presents that it shall and may be lawful
 to and for the said George Wagner and Effingham Wagner
 their Executors administrators and assigns to bargain sell
 and deliver the said Slave Betty and her six Children
 Soe Bella Harriet Sam William and Tombo. together with
 the future issue of such of them as may be females by and
 with the consent and approbation of the said Jane Lee
 (such consent being in writing under her hand and seal
 and executed in the presence of two or more credible witnesses
 and to invest the proceeds in other property upon the trusts
 herein contained. In witness whereof the parties to these
 presents have hereunto set their hands and seals the day and
 year first above written at Charleston in the State of South
 Carolina signed sealed and

Delivered in the presence of
 Jane H Lee (2)
 AB Shackelford (2)
 Geo. Wagner (2)
 Eff. Wagner (2)

Sith Cowing made oath that he was present and saw
 Jane H Lee AB Shackelford George Wagner Effingham Wagner
 signs seal and deliver the foregoing instrument of writing
 for the use and purposes therein mentioned and that he
 together with E Dart witnessed the same sealed and delivered
 before me this 1st day of April 1823. in the presence of the word first being nine times
 subscribed and the word six as often times re-
 tubined and substituted Sith Cowing
 E Dart.

By me Clerk Not Pub. Recorded 1st April 1823,
 State of South Carolina

Charleston District, This Indenture bipartite entered into
 this thirty first day of March in the year of our Lord one thousand
 eight hundred and twenty three and of the independence of the United
 States of America the fifty second year - Between Ann Catherine James
 of the City of Charleston and State of said Widow and relict of John
 James late of the same place of the first part. Charles Hurst of the
 same place of the second part, James Neville, and Charles Prince both of
 the same place of the third part. Whereas the said Ann Catherine
 James is at this time in possession of divers personal property as herein stated
 to wit, one Negro woman named Rachel and one Negro boy (her son) named
 Mowau, some plate also a quantity of household furniture, Beds & Bedding
 and Kitchen Furniture - And whereas a marriage is shortly intended

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to be had and Schmeisick? between the said Charles Hurst and
 Ann Catharine James aforesaid; it is concluded, declared and agreed
 by and between the said parties then present, and the said Charles
 Hurst for himself, his heirs, executors and assigns, with consent, grant and
 to and with the said James North and Charles Prince, and to and with
 every of them and every of their executors, Administrators and assigns
 by these presents, that he the said Charles Hurst, his executors, Administrators
 and assigns shall not or will not intermeddle with, take, claim or dispose
 of the aforesaid personal estate or any part thereof of the said Ann
 Catharine James, his intended wife, and the said Ann Catharine James
 with the consent and approbation of the said Charles Hurst her intended
 husband and in consideration of the sum of one dollar to her husband paid
 she the said Ann Catharine James, hath granted, bargained, and sold,
 and by these presents doth grant, bargain, and sell and convey unto the
 aforesaid to James North and Charles Prince, their executors, Administrators
 and assigns all and singular the said Negroes, goods and chattels, to
 have and to hold to them the said James North and Charles Prince, their
 and each of their executors, Administrators and assigns for ever, in trust
 nevertheless for the use and benefit and the said Charles Hurst for himself
 his heirs, executors, administrators and assigns, that should then be debts
 due to her the said Ann Catharine James his intended wife or that
 there shall be any money or property left to her by will or otherwise in
 which it may be necessary to her to recover to Law, then and in that case
 that the trustees or any attorney or attorney by their appointment
 in their names the said Charles Hurst and Ann Catharine his
 wife in case the said marriage shall take effect to commence suit
 and prosecute actions and suits in their names, and shall not release
 or compound or discharge the same or any judgment or judgments -
 Execution or executions thereupon to be had or obtained without the
 consent of them the said Trustees but shall suffer and permit the said
 Trustees to receive the same, debts and sums of money and every part thereof
 and every other sum or sums of money, and preserve or dispose of the
 same according to the said trust in them expressed by her the said Ann
 Catharine James as aforesaid And that she the said Ann Catharine
 shall have full power of the disposal and ordering thereof to any
 person or persons without control or contradiction of him the said Charles
 Hurst to hinder or deter her therefrom And it is agreed by and
 between the said Charles Hurst and Ann Catharine James, that
 neither, nor neither of their Estates shall be charged or chargeable
 with the debts or engagements of the other of them due owing or payable
 before the date of these presents and to that end the said Charles

448. *Hurst, doth. Covenant promise, and grant to and with the said* I
above named and with each and every of them that he will pay and
discharge all his own proper and particular debts or which he is
bound for or stands chargeable with to any person or persons, out of
his own particular estate or funds, without having or receiving any
part of the personal estate of the said Ann Catharine

And the said Ann Catharine doth hereby covenant and
agree that if in case the said Charles Hurst (after the said intended
marriage shall take effect and be solemnized) shall be sued or molested
for any of the proper debt or debts of her the said Ann Catharine, contracted
or owing by her before the solemnization of the said intended marriage
or for any Legacy or Legacies which she is in any wise chargeable or
liable to pay to any person or persons, that then the said Trustees shall
have power and authority, hereby to pay and discharge the said
debts and Legacies which she the said Ann Catharine is so chargeable
or liable out of any of her own proper estate, and in so doing the said
Trustees shall be discharged of any other account thereof to be given to
the said Ann Catharine, or the said Charles Hurst after the solemn-
-ization of the said intended marriage and the said trustees and each
and every of them do and doth for him and themselves respectively
hereby covenant, promise, and declare to and with the said Charles
Hurst and Ann Catharine his intended wife, that they will observe and
perform the trust hereby in them reposed according to the true intent and
meaning of these presents, and do hereby covenant each of them with
the other of them respectively not to act or do any thing in or touching
the premises without the consent and concurrence of all of them in that
behalf -

In witness whereof we have hereunto set our hands and
seals the day and year above written -

Signed, sealed and acknowledged
in presence of
Sam^d Richards -

A. B. James LS.
Ch^d. Hurst. SS
James Neville LS
Geo^d. Prince LS

Samuel Richards made oath that he was present and saw
Ann Catharine James, Charles Hurst, James Neville, and George Prince
sign, seal, and deliver the foregoing instrument of writing for the
uses and purposes therein mentioned and that he witnessed the same
to be before me

This 11th April 1823 } Not. Pub

Recorded 11th April 1823 -

State of South Carolina.

This Indenture made this eighteenth
day of January in the year of our Lord one thousand eight hundred,

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his eighteenth
eight hundred

449 and twenty three and in the forty second year of the sovereignty and
Independence of the United States of America between Jane L. Simon
of St. Bartholomew parish of the State of Virginia widow of the late
Andrew H. Jones, Planter, and Richard H. Couch Planter of the same
place of the second part, and Aaron Bacosta of Baltimore district
and St. James Parish of the third part, whereas the said Jane
& Simon is now absolutely possessed of following negroes, named
Jim, Rachel and Polly, and entitled to part of a tract of Land
in St. Bartholomew, belonging to the Estate of the late Justice William
Robins deceased, and whereas a marriage by free consent is
intended: Shudly to be had and solemnized between the said Aaron
Bacosta and Jane L. Simon, and whereas in prospect and in consideration
of the said intended marriage it hath been agreed by and between
the said Aaron Bacosta and Jane L. Simon, that as to the above and
said mentioned part of Land and Negroes with their future issue and
increase, they be settled and conveyed and disposed of to such uses
upon such trusts and to and for such intents and purposes as are here
after mentioned expressed and declared of and concerning the same -
Now this indenture Witnesseth that in pursuance of the said intended
marriage and for and in consideration of the sum of one dollar of the
said Aaron Bacosta and Jane L. Simon, well and truly paid by
the said Andrew H. Jones, and R. H. Couch, the receipt whereof
is hereby acknowledged, the the said Jane L. Simon by and with
the privity and Consent of the said Aaron Bacosta her intended
husband testified by his being a party to and signing and sealing of these
presents, hath granted bargained sold, signed, transferred and set over, and
by these presents doth grant bargain sell, sign and transfer and set
over, unto the said Andrew H. Jones, and R. H. Couch, and the survivors
of them the Executors, administrators and assigns of said Survivors, all
and singular the aforesaid part of Land and Negroes and their
again enumerated, named Jim, Rachel, and Polly together with their
future issue and increase, and all the right, title, and interest of, and
in, and to the same So these and he hold the aforesaid part of Land
and Negroes, together with their future issue and increase unto the said
Andrew H. Jones, and Richard H. Couch, and the survivor of them
the Executor Administrator and assigns of said Survivor for ever
upon such trusts Nevertheless and to and for such uses, intents
and purposes, as are hereinafter expressed and declared of and concerning
that is to say in trust for the said Jane L. Simon her Executors Administrators
and assigns until the solemnization of the intended Marriage and
from and immediately after the solemnization thereof then in trust

That the said Andrew H Jones and Richard H Couch and the
 Survivor of them, the Special Administrators and assigns of such Survivors
 do and shall permit the said Jane L Simons and assigns to receive
 and take the Wages, Labour, personal Services, profits Emoluments or
 Advantages of the said Land and Negroes and their future issue and
 increase, for her sole separate use and benefit for and during the
 term of her life, To the intent that the same may not be of the
 disposal, of or subject or liable to the control, debts, contracts or engagements
 of the said Aaron Vaccotta her intended Husband and from and immedi-
 -ately after the decease of the said Jane L Simons, then in trust, then
 to hold the aforesaid Land and Negroes together with their future
 issue and increase, for the use of her two Daughters Emma A Simons
 and Catharine P Simons, and the issue she may have from her
 intended Marriage for and during the term of her and their
 Natural Lives, and from and immediately after the death of the said
 Emma and Catharine, and the issue she may have by her intended
 Marriage then in trust for all and singular the Heirs and
 Children of the said Emma and Catharine, and the issue she
 may have by her intended Marriage, their Heirs and assigns forever
 But in case the said Emma and Catharine, and the issue she may
 have by her intended Marriage should depart this life without
 leaving issue at the time of her or their death, then in trust for Anne
 & Couch (Eldest daughter of the said Jane L Simons) and the issue of her
 body. In Witness whereof the parties aforesaid to these presents have
 hereunto set their names and Seals the day and Year first above written.
 Aaron Vaccotta (S^r) Jane L Simons (S^r) Andrew H Jones (S^r) R. H Couch (S^r)
 Signed, Sealed, and delivered in the presence of W. J Canaday, Wm Robinson
 Note: All the intimations to this adventure were made before the signing and
 sealing of the same, and agreed to by all the parties in the presence of us
 J Canaday. William Robinson
 South Carolina, Colleton District. Personally appeared before me
 James W Green one of the Justices in and for the district aforesaid -
 Thompson Canaday who being duly sworn saith that he saw Jane L Simons
 Aaron Vaccotta, A H Jones & R H Couch sign and seal the within and
 instrument of writing for the purposes therein specified and that himself together
 with Wm Robinson subscribed their names as Witnesses thereto
 shown to before me this 20th day of Jan^y 1823

James W Green J.P.

J Canaday

Recorded 19th April 1823