

South Carolina; That all men by their present stated President
 Pearson of Orangeburg District in the State aforesaid and before and after
 fully bound unto Donald Bruce Jones in the sum of six thousand dollars to be
 paid to the said Donald Bruce Jones or to his certain lawful Executors,
 Administrators, or assigns, to which payment well and truly to be made shall
 bind myself my heirs, Executors, and Administrators jointly by their several
 seals with my seal, dated at Orangeburg the twenty fifth day of
 June in the year of our Lord one thousand eight hundred and thirteen.
 The above obligation is on the following conditions, to wit: Whereas, a
 Marriage contract is intended shortly to be made and solemnized between
 the above bound David W. and Miss Hope Lord Jones, a sister of the above
 named Donald Bruce Jones of the District and State aforesaid, and it is
 understood and agreed on by and between the said David W. and the said
 Hope Lord, that the property of the said Hope Lord either in possession
 or action should be conveyed to a third person in trust for the following uses
 and purposes so as not to be under the immediate and absolute control of the
 said David W. to wit in trust for the use and benefit of the said W. and
 Hope Lord during their joint lives, and after the death of the said W., then
 in further trust for the said Hope Lord and her children the issue of the said
 Marriage during her natural life or the children of any subsequent marriage
 (but in case the said Hope Lord should die leaving no issue of said
 Marriage, or leaving issue and they should die, without issue or remainder,
 then in further trust for the heirs and assigns of the said Hope Lord for ever,
 And in case the said Hope Lord should die before the said W. leaving no
 issue of this marriage, or such issue should die leaving no issue, then the said
 property is to be held in trust for the use of the said David W. during
 his natural life, and after his death to be held in trust for the heirs and
 assigns of the said Hope Lord as above mentioned; And Whereas,
 the property of the said Hope Lord is now mostly in an undivided State
 and held by her in common with others so that it cannot be specifically
 conveyed in trust as aforesaid, before the solemnization of the said intended
 Marriage, Now if the said David W. Pearson, his heirs Executors or
 Administrators, shall and do well and faithfully execute a deed of trust
 conveying the said property to such person or persons as shall be named
 by the said Hope Lord and David W. for the uses and purposes above
 mentioned within two months from the time the said property is received
 and severed that it can be specifically conveyed, then this obligation shall
 be void; otherwise it shall remain in full force and Virtue —
 In Witness Whereof I have hereunto set my hand seal the day and year first mentioned
 Sealed & delivered in presence of
 George Glover, W. Murrell
 He was eighteen being over 21 and
 nineteen in age —
 David W. Pearson

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 P. H. Gault &
 W. Robinson
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 J. Canary
 April 1823

David W. Pearson

Sealed & delivered in presence of
 George Glover, W. Murrell
 He was eighteen being over 21 and
 nineteen in age —
 David W. Pearson

South Carolina } Personally appeared Sanded Glover Esq
 Orangeburgh District } and made oath that he saw David W. Pearson
 sign, seal and deliver the annexed Instrument of Writing for the uses and
 purposes therein mentioned and that William Murren with him self
 witnessed the due execution thereof (Sanded Glover
 Shown to before me this 1st day of July 1819
 Saml P Jones. J. J. Esq. Recorded 21st April 1823—

This Indenture Tripartite is made and executed this tenth day of April in the year of our Lord One thousand eight Hundred and twenty three and in the forty seventh year of American Sovereignty and Independence between Alexander M^o Kab Planter of the first part Murdoch M^o Lennan Merchant of the second part and Anthony Bonneau Shackleford Trustee nominated and appointed by the said Alexander M^o Kab and Murdoch M^o Lennan of the third part whereas by gods promise & marriage is intended to be shortly had and solemnized by and between the said Murdoch M^o Lennan and Mary Elizabeth Howell M^o Kab the Daughter of the said Alexander M^o Kab and in consideration of the said intended marriage and of the love and affection which he the said Alexander M^o Kab hath and beareth to his said Daughter he the said Alexander M^o Kab hath promised and agreed to and with the said Murdoch M^o Lennan to settle and convey the Negro slaves herein after named unto the said Anthony B Shackleford as Trustee as expressed to and for the several uses intents and purposes herein after expressed and declared of and concerning the same. Now therefore this Indenture witnesseth that for and in consideration of the said intended marriage and of the love and affection which he the said Alexander M^o Kab hath and beareth unto his said Daughter Mary Elizabeth Howell M^o Kab and also in consideration of five Dollars to him the said Alexander M^o Kab by him the said Trustee as aforesaid in hand paid the receipt whereof is hereby acknowledged to the said Alexander M^o Kab hath granted bargained and sold and doth by these presents Grant bargain and sell and in plain and open market deliver unto the said Anthony B Shackleford all these negro slaves Hagar Tom Clementia Harriet William August Araminta Fanny Maria Annette. To have and to hold the said Negro Slaves Hagar Tom Clementia Harriet William August Araminta Fanny Maria and Annette with the future issue and increase of the female Slaves unto the said Anthony B Shackleford his Executors administrators successors or assigns forever In trust nevertheless and to and for the several uses intents and purposes herein after expressed and declared of and concerning the same that is to say In trust to and

for the said Alexander M^c Kab until the said intended marriage shall have
 been duly had and solemnized and from and after the solemnization and
 consummation of the said intended marriage then in trust to and
 for the sole and separate use benefit and behoof of the said Mary Elizabeth
 Howell M^c Kab for and during the term of her natural life without
 being in any manner liable for the debts contracts or engagements of the
 said Murdoch M^c Lennan and should the said Mary Elizabeth Howell
 M^c Kab survive the said Murdoch M^c Lennan then upon the death of
 the said Mary Elizabeth Howell M^c Kab in trust to and for the sole use
 benefit and behoof of the lawfully begotten issue of the said Mary Elizabeth
 Howell M^c Kab living at the death of the said Mary Elizabeth Howell
 M^c Kab if one then to that one his or her heirs and assigns absolutely
 and forever and if more than one then to them their heirs and assigns
 share and share alike absolutely and forever as tenants in common
 and should the said Murdoch M^c Lennan survive the said Mary
 Elizabeth Howell M^c Kab then in trust after the death of the said
 Mary Elizabeth Howell M^c Kab to and for the sole use benefit and behoof
 of the said Murdoch M^c Lennan for and during the term of his natural
 life and upon the death of the said Murdoch M^c Lennan so as aforesaid
 surviving the said Mary Elizabeth Howell M^c Kab then in trust to and
 for the sole use benefit and behoof of the lawfully begotten issue of the
 said Mary Elizabeth Howell M^c Kab living at the death of the said Mur-
 doch M^c Lennan if one then to that one his or her heirs and assigns
 absolutely and forever and if more than one then to them their heirs and
 assigns share and share alike absolutely and forever as tenants in common
 and in the event of either the said Mary Elizabeth Howell M^c Kab sur-
 viving the said Murdoch M^c Lennan or the said Murdoch M^c Lennan
 surviving the said Mary Elizabeth Howell M^c Kab and before the death
 of the survivor of them the said Murdoch M^c Lennan and Mary Elizabeth
 Howell M^c Kab any or either of the joint issue lawfully begotten between
 the said Murdoch M^c Lennan and Mary Elizabeth Howell M^c Kab
 shall have married and died leaving lawfully begotten issue alive
 at the death of the survivor of them the said Murdoch M^c Lennan
 and Mary Elizabeth Howell M^c Kab his intended Wife then and in
 that case in trust that the lawfully begotten issue of such joint issue
 so dying as aforesaid of the said Murdoch M^c Lennan and Mary
 Elizabeth Howell M^c Kab his intended Wife have take and receive
 the same share or shares in the property herein and hereby conveyed or
 intended so to be as his her or their parents or parents would if alive
 have had taken and received to him her or them and to his her or
 their heirs and assigns share and share alike absolutely and forever

as tenants in common and should the said Mary Elizabeth Howell
 M^{rs} Tab survive the said Murdoch M^r Lennan and no lawfully begotten
 issue of the said Mary Elizabeth Howell M^{rs} Tab and no lawfully begotten
 issue of such issue be alive at the death of the said Murdoch M^r Lennan
 leaving the said Mary Elizabeth Howell M^{rs} Tab surviving him then
 in trust to and for the said Mary Elizabeth Howell M^{rs} Tab her heirs
 executors administrators and assigns forever freed and discharged
 from all and other trusts and should the said Murdoch M^r Lennan
 survive the said Mary Elizabeth Howell M^{rs} Tab and no lawfully
 begotten issue of the said Mary Elizabeth Howell M^{rs} Tab and no law-
 fully begotten issue of such issue be alive at the death of the said
 Mary Elizabeth Howell M^{rs} Tab leaving the said Murdoch M^r Lennan
 surviving her then In trust as to one moiety or half part of the said
 Negro Slaves with their future issue and increase to and for the sole
 use and benefit of the said Murdoch M^r Lennan his executors admini-
 strators and assigns freed and discharged from all further and other
 trusts and as to the other moiety or half part of the said Negro Slaves
 with their future issue and increase from and after the death of the said
 Murdoch M^r Lennan to and for the right heirs and next of kin of
 the said Alexander M^r Tab absolutely freed and discharged from all
 further and other trusts and it is further herein and hereby mutually
 understood covenanted promised granted and agreed by between and
 among the respective parties to these presents that from time to time
 and at all times hereafter from and after the solemnization and cons-
 umation of the said intended marriage it shall and may be
 lawful to and for the said Anthony B Shaskellford his successors ex-
 ecutors administrators and assigns as Trustees as aforesaid and full
 power and absolute authority are herein and hereby given granted
 and conveyed to the said Anthony B Shaskellford his successors heirs
 executors administrators or assigns as Trustees as aforesaid by and with the
 advice and consent of the said Murdoch M^r Lennan and Mary Elizabeth
 Howell M^{rs} Tab or the survivor of them to pledge Mortgage incumbered
 bargain Sell alive and convey all and singular the premises or any
 part or parts thereof and the proceeds thereof or of any part thereof to
 reinvest in such property real and personal as may be thought most
 beneficial and advantageous and the same again to pledge Mortgage
 Incumbered Bargain Sell alive and convey when and as often and in
 such ways and manner as be the said Anthony B Shaskellford his
 successors heirs executors administrators or assigns by and with the advice
 and consent of the said Murdoch M^r Lennan and Mary Elizabeth Howell
 M^{rs} Tab his intended Wife or the survivor of them may think proper

subject always nevertheless to be used for the several uses intents and purposes herein before expressed and declared of and concerning the same and it is further hereby and hereby understood covenanted promised granted and agreed by between and among the said respective parties to these presents that from time to time and at all times hereafter from and after the celebration of the said intended marriage if shall and may be lawful to and for the said Murdoch M^c Lennan and Mary his intended Wife or the survivor of them when and as often as may be thought proper by and with the advice and consent of the said Anthony P Shackelford his successor or successors 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 heirs 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 Murdoch M^c Lennan and Mary his intended Wife or the survivor of them to constitute nominate and appoint another Trustee or other Trustees in the place and stead of the said Anthony P Shackelford or of his successor or successors as Trustee or Trustees as aforesaid and the Successor or Successors as Trustee or Trustees so as aforesaid last constituted nominated and appointed on expressing and declaring in writing his 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 all the duties liabilities and responsibilities of the said Anthony P Shackelford as Trustee as 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 confirmed shall be forthwith herefrom forever exonerated and discharged In witness whereof the parties aforesaid have hereunto respectively set their hands and seals at Georgetown on the day and in the year above written -

M^c M^c Nab (P. P.)
 Murdoch M^c Lennan (P. P.)
 A. P. Shackelford (P. P.)

Signed Sealed and delivered in presence of L. Joseph W. King
 Mr. King made Oath that he saw M^c M^c Nab Murdoch M^c Lennan & A. P. Shackelford Sign Seal & deliver the foregoing Instrument of Writing for the uses & purposes therein mentioned & that he witnessed the same Sworn to before me this 25th April 1823. Benj^l Coff. Not. Pub.

Recorded 25th April 1823

29th Janvier 1823. } Extrait des minutes de la chancellerie
 Contrat de Mariage entre S^{rs} Jentil Bookson } du Consulat de France à Charleston
 Et Josephine Barvier } Caroline, au Sud

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Aujourd'hui cinq Neuf Janvier. Mil huit Cents Vingt trois, à dix heures au
 Par devant nous, Honoré Baudouin, agent du Consulat de France, pour les
 Etats des deux Carolines et au Jonnappe, à la résidence de Charleston, baron
 du sud, Souffigné. Et en présence des Jemoin si apres denommés et
 qualifiés. également soussigné furent Présents, le sieur Jean Gentil
 Croston dit Morris, né à Charleston âgé d'environ Vingt Trois ans, fils
 naturel de son sieur Croston et d'Elizabeth dite Pallet femme de boulangier,
 Maître boulangier de sa profession, stipulant pour lui, en son nom de lui
 et consentement de la dite Elizabeth, dite Pallet de elle ici présente d'une part
 Et la Demoiselle Josephine Barrere, née à Baracoa âgée d'environ Vingt ans
 fille naturelle de son sieur Francois Carrere et Dame Rivet ses Parents
 decedés en cette Nlle, stipulante aussi pour elle et en son nom, et de la veuve
 du sieur Antoine Chanet, negociant demeurant en cette dite Nlle son
 ami et Bienveillant se present d'autre part. Les quelles parties en vue de
 mariage propose entre elles, lequel sera celebre dans la pres midi de ce jour
 ont agree fait convenu et arrêté les clauses et conditions Civiles au dit
 mariage ainsi qu'il suit En presence de M. Pierre Navin negociant, ami du
 futur Epoux et du dit sieur Chanet, ami & Bienveillant de la future Epouse
 Article 1^{er} Il y aura entre le dit sieur John Gentil Croston dit
 Morris et la dite Demoiselle Josephine Barrere, futur Epoux, communante
 en tous biens meubles, acquits et conquests Immuable au devers des lois de
 la France sur le mariage en communante, par les quelle ils entendent
 que la leur sera regie et gouvernée non obstant toutes usages & loix
 contraire actuellement existants dans le lieu de leur residence, ou
 dans tous autres ou ils a pourraient residee par la suite, aux quel
 loix et usages contraire ils declareront renoncer Expressément des ce Jour,
 et pour toujours. Article 2^o Les futur Epoux ne sont point tenu des
 dettes l'un de l'autre anterieur a la celebration de leur mariage, elles sont
 acquittées par celui au chef duquel elles sont proveues et sur ses biens
 saure, que cas de suite puissent en être grevés et anciennement responsables
 Article 3^o Les futur Epoux se prennent avec les biens et biens a
 chacun d'eux - appartenant actuellement leur Echoue par succession,
 donation legs ou autrement. Article 4^o Les biens du futur Epoux,
 consistent dans quelques petites sommes qui lui sont dues, dans les
 meubles et outils de son metier et dans une certaine quantité de
 peaux & Cuirs de tout quoi. Les parties ont déclaré avoir anterieu-
 rement pris connaissance, et n'être pas nécessaire qu'il en soit fait
 ici plus ample description. Les biens de la future Epouse
 Consistant savoir, 1^o En une Negresse, son Esclave nommée Eve-
 Bonne Cuisiniere et Bonne Blanchisseuse, âgée d'environ Vingt quatre
 ans amiablement Estimer entre les parties et en presence des Jemoin

de avoir a la somme de quatre cent dollars. Et pour cette somme, par le
 Sieur P Albuquerque, à l'usage de la future Epouse. La somme de cent
 dix cent, mille huit cent vingt deux, pour la somme de cent vingt deux,
 vingt dix cent, dont le payement est rendu le premier dimanche de Mars,
 Et l'autre sous la date du six cent deux dix cent, mille huit cent vingt
 deux, pour la somme de quatre vingt huit dollars. Surpart de dix cent mille
 le premier au Comant, a compte de la quote id a été Compté a la dite
 future Epouse la somme de quatre cent dollars cinquante cinq cent de la
 que la balance due se trouve reduite a sixante quatre dollars dix
 cent, faisant les deux sommes dues par le dit Sieur P Albuquerque a la dite
 future Epouse, celle Totale de cent quatre vingt trois dollars cent dix cent,
 Et en un lit, Bois de caser garnis de deux matelas, deux oreillers
 entimes ensemble a cent dollars. Et en un Bureau bois de caser, Trois
 Tables. Bois de caser, Six chaises et un miroir entimes ensemble a la
 somme de sixante quatre dollars. 5. En Vestimentes de Menage, des
 Hardes Bijoux et linges entimes ensemble a deux cent dollars —
 6. Et enfin en un epoinne de cinq cent dollars en notes de differents
 banques de cette Ville. — Des quels Money somme en, deux notes de cent
 pour le dit Sieur P Albuquerque a l'usage de la dite future Epouse, lit garni
 Tables, Chaises, Miroir, Bureau Utensilles de menage Hardes, Bijoux, linges
 et somme de cinq cent dollars en notes des banques de cette Ville. Et devant mentionner
 et Enoncer le dit Sieur future Epouse se reconait deument requite, charge
 a responsable au moment que la celebration du futur mariage aura
 lieu sans qu'il soit necessaire de la part du dit future Epouse dans
 reconnaissance et de foye plus speciale et a cet effet affete et hypothequa
 envers la future Epouse tous ses biens meubles et immeubles present et avenir. . .
 Article 5^{me} Le future Epouse donne et done la future Epouse a titre de
 Douaire propre et sans retour de la somme de trois cent dollars, mon
 naye d'Espagne pour quelle on jouisse au pitist que douaire aura lieu
 et lui demeure propre en cas de non Survivance d'un des deux au dit
 mariage sans etre tenu de donner la demande en justice, Article 7^{me}
 Devant la dissolution de la communauté, la future Epouse et les
 enfants qui naîtront au futur mariage auront la faculte de la regi
 ter au dy renoncer, et dans le dernier cas de reprendre tout ce quelle y aura
 apporté et tout ce qui lui sera rendu et avoir dans le cas de cette par
 Succession. donation legs ou autrement, Mais si cest la future
 Epouse elle meme qui faye cette renonciation, elle reprendra, en outre
 son douaire doi dessus stipulé, le tout franc de quote des dettes et
 charges de la dite Communauté, encore quelle si fite obligée au dy ait
 été condamnée, auquel cas, elle et ses dit enfant seront garantis
 par le dit future Epouse, et sur ses biens les quels demeurera

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458 du jour de la célébration du futur mariage, affectes et hypothéqués à l'exécution du présent article Comme à celle de tout ceux qui par l'article 5^m Et pour la sincère amitié que les futurs époux desolés se porter ils se sont fait et se font par ces présentes de lavis de leur Mère au futur Epoux et de l'ami & Bienveillant de la future Epouse Donation entières, reciproque pure simple et irrevocable pour le survivant au survivant ce respectivement accepte par l'un d'eux de tout les biens, meubles, immeubles, actions & prestations du survivant au jour de son décès sans aucune exception ni reserve. Pour par le survivant en faire, faire & disposer Comme de chose à lui propre et appartenante en toute propriété et Souveraineté. Cette Donation n'est néanmoins ainsi faite que pour le cas ou au jour du décès du survivant il n'y aurait point d'enfant nés ou à naître du futur mariage car si y en approuvant le revocé avait elle demeuré nulle et comme non avenue, mais si y ayant des enfant nés ou à naître elle venaient à decéder par la suite En minorité ou sans avoir fait des dispositions Valables, la dite donation n'aurait été que suspendue et reprendrait toute sa force & vertu. Article 9^m cest ainsi que le tout a été l'oulu agréé et consenti par les parties, les quelles pour l'enregistrement au present Contrat pour tout ou besoin sera, ont fait et constitué pour leur procureur le porteur approuvant le renvoi d'une expédition de l'celui en bonne forme dont a été fait & passé en la Chancellerie du Consulat de France à Charleston les Jour, Jour, Mois, L'an, que dessus en presence de M^r Francois Giraud et de M^r Charles François Langlois, Negociants, residents et domicilies en cette Ville. Tous les requérants mapres et connue les quels apres lecture, ont signé avec les parties et leur amis et nous à l'exception de la mere du futur Epoux qui a déclaré ne savoir écrire ny signer de ce Enquire & Reguire - Signés, a la minute. J. Boothby, J^r Barre, Anthy Chanet - P. Albuquerque, P. Savin, J^r Giraud, Langlois & Baudouin, J^r Collationnés. Certifié, Conformé à la minute en de livres a été le present a l'expédition, sous le Sceau Royal de cette residence Consulaire par l'agent du Consulat de France à Charleston Jour, Signé, Baudouin J^r L^r

Recorded 28th April 1823

State of South Carolina. Know all men by these presents that I Thomas Wright Bacot of the City of Charleston and State of said South Carolina and family bound unto Robert Lower Wainwright, Charles Dever Simons, and Henry Hanamond Bacot of the City and State of said South Carolina in the full and just sum of one thousand pounds Sterling to be paid to the said Robert L. Wainwright, Charles D. Simons and Henry H. Bacot or the Survivor of them their certain -

Attorney, Executors, Administrators and assigns to which judgment shall
 truly to be made and as much as lawfully bind myself, my heirs, Executors
 & Administrators firmly by these presents, sealed with my seal and date
 this twenty ninth day of May in the year of our said one thousand eight
 hundred & ten and in the thirty fourth year of the sovereignty and
 Independence of the United States of America. Whereas a Marriage Con-
 tract by Gods permission is intended shortly to be had and consummated betwixt
 the said Thomas W Bacet and Elizabeth Sarah Wainwright, of the
 City of Charleston & State aforesaid, and Whereas the said Elizabeth
 Sarah Wainwright is legally entitled to and possessed of certain personal
 property, namelie to a certain share named Isabella, to seven
 Bonds Shares of the Bank of South Carolina, to sundry Bonds, notes
 or obligations, for the payment of divers sums of money, and whereas the
 said Thomas W Bacet is willing and desirous to convey and assign a certain
 singular the said personal property, to which the said Elizabeth
 Sarah Wainwright is legally entitled, unto the said Robert D Wain-
 wright Charles D Simons, & Henry H Bacet or the survivor of them
 in trust to, and for the sole and separate use and behoof of the said
 Elizabeth Sarah Wainwright and to and for such further & other
 beneficial trusts and uses as shall and may be agreed on, by and
 between the said Thomas W Bacet and the said Robert D Wainwright
 Charles D Simons and Henry H Bacet for and in behalf of the said
 Elizabeth Sarah Wainwright. Now the condition of the foregoing
 obligation is such that if the said Thomas W Bacet shall and will, will
 and truly convey assign and assign, or cause or procure to be conveyed
 assigned and assigned by good and sufficient deed or deed act the said
 personal property to which the said Elizabeth Sarah Wainwright
 is legally entitled assign and transfer the said Bonds Shares of
 Bank of South Carolina and also all such sum or sums of money
 as from time to time hereafter may be received from the said Bonds, notes,
 or obligations, due and owing to the said Elizabeth Sarah
 Wainwright or out the said money in other species of property, for the use
 and trusts aforesaid unto them the said Robert D Wainwright, Charles
 Charles D Simons, and Henry H Bacet or the survivor of them, in trust
 to and for the sole separate and only benefit and behoof of the said
 Elizabeth Sarah Wainwright and to and for such further and other
 beneficial uses and trusts as shall appear reasonable and may be
 agreed on by and between the said Thomas W Bacet and the said
 Robert D Wainwright Charles D Simons and Henry H Bacet, for and
 in behalf of the said Elizabeth Sarah Wainwright at such times
 and in such manner & form as by the said Robert D Wainwright

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Charles H. Simons, and Henry H. Baust or the Survivor of them or
Counsel learned in the Law. Shall be reasonably advised, advised or
required, Then this obligation to be of no avail or else to remain in
full force and effect —

Thos H Baust. C.S

Sealed and delivered in the presence of the word "bound" being first inserted
between the second and third lines of the 1st page. A Lechais. Pat H Fother.
Thomas Fother made oath that he is well acquainted with the Handwriting
of Patrick H Fother, the Witness to the above instrument of writing and
truly believes the signature thereto to be the proper Handwriting of
him the said Patrick H Fother. Sworn to before me this 28th April
1820 Mahad. Not. Pub. —

Peter Leland made oath that he is
well acquainted with the Handwriting of A Lechais, the Witness to the
foregoing instrument of writing and truly believes the signature there
to be the proper Handwriting of him the said A Lechais. Sworn
to before me this 29th April 1820 (Benj. S. H. 1st Not. Pub. —

Recorded 29th April 1820

The State of South Carolina

This Indenture in part is made & executed at Charleston in

the State aforesaid this thirtieth day of May in the year of our Lord one thousand
eight hundred & twenty three — and in the Party year the Year of the sovereignty,
Independence of the United States of America — Between Abraham Estes of
Boston in the State Massachusetts Lieutenant Colonel in the Army of the Uni-
ted States of the first part — Patience Widd Blakett of Charleston
aforesaid of the second part, and Arthur Middleton the younger & John Lewis
both of Charleston aforesaid trustees named & appointed for the purposes of this
indenture of the third part. (Whereas, marriage by Gods permission is intended
to be shortly to be had & solemnized between the said Abraham Estes & Patience
Widd Blakett second, and the said Patience Widd Blakett second is now aged and
proprietor in her own right of a considerable real & personal Estate and is entitled to a
Share in the Estate of her deceased Sister, Louisa C. second the amount of which is
not yet ascertained and she has also expectations of property from her relations and
therein all of which it is proposed to settle and secure permanently to the said intended
marriage, and by and with the advice consent & knowledge of the said Abraham
Estes and for deed in consideration of the sum of ten dollars to him the said Patience
Widd Blakett second in hand paid by the said Arthur Middleton the younger &
John Lewis trustees as aforesaid at and before the sealing & delivery of these presents
the receipt whereof she does hereby acknowledge she the said Patience Widd Blakett
second hath granted, bargained, sold, aliened, released, conveyed and confirmed and
by these presents grant, bargain, sell, alien, release, convey and confirm unto the said
Arthur Middleton and John Lewis, all that plantation or tract of land situate
lying & being in Parish Williams, Parish in the district of

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25. —

at Charleston in
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Charleston of
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of Charleston
of John Lewis
to purposes of this
said is intended
said & Patience
is now signed and
is sufficient to
effect of which is
to ratify and
the said intended
said Abraham
the said Patience
the youngest
of the parents
and Miss Blackett
and conveyed and
into the said
of land situated
with

State aforesaid & containing in the said two hundred & some
more or less Butting & bounding
and having more particularly such found and marked buttings & bounding
set forth and delineated in a plat or plan thereof by William Martin Deputy
Surveyor attached to the conveyance thereof by Mr James Drury to his father
Esquire deceased hereby specially referred to & made a part of these presents together with
all & singular the rights members Privileges tenements hereditaments & appurtenances
to the said premises belonging or in any way used incident or appertaining to the said
hold all and singular the said Plantation or tract of land and all and singular
the premises unto the said Arthur Middleton the younger and John Lewis their heirs
& assigns forever In trust nevertheless to and for the several uses intents & purposes
hereinafter expressed and declared of and concerning the said and for the
several causes & considerations and by and with the advice counsel & consent of
the said Abraham Eustis as aforesaid the said Patience Miss Blackett Spard
jointly bargain'd & sold and doth by these presents bargain & sell and in plain & open
market deliver unto the said Arthur Middleton the younger & John Lewis all these
several negro slaves Chaucha Pinder Kate Phoebe Jacob Bandy Nancy Hannah
Joe Bob Snygg, Magd Betty Margaret Paphua, Dray Sandy Child & Thaddeus
Kate Will Lucy Picked Chancy Peggy Affy Sally Buffy Die Peggy Sandy Coffey
Monday Ned Cuffy Lip Jimmy Ford Nancy Billy Bob Ned Ray Tom Cyrus
John Peggy Margaret Hercules Pined Quash Fred Potkin Isaac Maninthe
said Child, Peter Buffy Sarah Jobby Nancy Betty Harry Bristol Pella Sue
Groom & Lucinda and also all her the said Patience Miss Blackett Spard's share
part or proportion of her or to the Estate real or personal of her said deceased sister
Lucia C Spard, to have and to hold all and singular the said several negro slaves
with the present & future issue and increase of the females as also all and singular
the said Patience Miss Blackett Spard's share part or proportion of and the estate
real or personal of the said deceased Lucia C Spard unto the said Arthur Middleton
the younger and John Lewis their heirs executors & assigns forever
In trust nevertheless to and for the several uses intents & purposes hereinafter ex-
pressed and declared of and concerning the said and for and in consideration of the
said intended marriage and for divers other good causes & considerations they the
said Abraham Eustis and Patience Miss Blackett Spard jointly & severally for
themselves and their heirs executors & administrators have consented promised
granted and agreed and do by these presents covenant promise grant & give to
and with the said Arthur Middleton the younger & John Lewis their heirs executors
& administrators that they the said Abraham Eustis and Patience Miss Blackett
Spard and each of them shall and will from time to time and at all times here-
after grant bargain sell alien convey & confirm unto the said Arthur Middleton
the younger and John Lewis their heirs executors & assigns all and
singular the property real or personal which shall or may at any time or times

hereafter happen fall or come to the said Patience Widd Blakett Seard or to the
 Abraham Eustes in right of the said Patience Widd Blakett Seard by inheritance or
 purchase or in any other way or manner whatsoever, to have and to hold the said
 my part the parts the said Arthur Middleton the younger and John Lewis
 their heirs executors administrators & assigns forever, In trust nevertheless and to use
 for the several uses intents & purposes hereinafter expressed and declared of & concerning
 the same, And the said Abraham Eustes and Patience Widd Blakett Seard jointly &
 severally for the considerations aforesaid for themselves their heirs executors & administrators
 have consented promised granted and agreed, and do by these presents covenant
 promise grant & agree to and with the said Arthur Middleton the younger and
 John Lewis their successors heirs executors administrators and assigns that they the
 said Abraham Eustes and Patience Widd Blakett Seard their heirs executors & adminis-
 trators and all and every person & persons whomsoever having & lawfully claiming or to claim
 any estate right title interest property lien or demand or claim of in or to the said pro-
 mises real and personal or any part or parts thereof shall & will from time to time
 and at all times hereafter at the reasonable request and at the proper costs & charges
 of the said Arthur Middleton the younger and John Lewis their successors heirs
 executors administrators or assigns make do seal execute and deliver or cause and
 procure to be made done sealed and executed and delivered all and any such
 further & other reasonable act accidents thing and things devices conveyances and
 assurances in the law whatsoever with covenants of ~~several~~ ^{good} ~~several~~ ^{good} ~~several~~ ^{good} ~~several~~ ^{good}
 further assurance and general warranty according to the nature of the Estate for
 the further better and more perfect & absolute granting buying conveying selling assigning
 releasing confirming conveying and assuring all & singular the said promises real
 & personal and every part & parcel thereof unto the said Arthur Middleton the younger
 & John Lewis their successors heirs executors administrators & assigns as by any or either of
 them their or any or either of their counsel learned in the law shall be reasonably
 advised desired & required, In trust always nevertheless and to use for the
 several uses intents & purposes hereinafter expressed & declared of and concerning
 the same, that is to say in trust to and for the said Patience Widd Blakett Seard
 her heirs executors & assigns until the said intended Marriage shall ^{have been had}
 and solemnized and ~~from~~ ^{from} and after the solemnization of the said intended marriage
 then in trust to and for the use benefit and behoof of the said Abraham Eustes and
 Patience Widd Blakett Seard and to suffer and permit them the said Abraham
 Eustes & Patience Widd Blakett Seard to have use take receive and enjoy the rents
 issue income services interests & profits of all and singular the premises real & personal
 during the joint lives of them the said Abraham Eustes & Patience Widd Blakett Seard
 without being in any manner subject to the debts contracts or engagements of the said
 Abraham Eustes and should the said Patience Widd Blakett Seard survive the said
 Abraham Eustes then from and after the death of the said Abraham Eustes, In
 trust to and for the sole use benefit and behoof of the said Patience Widd Blakett

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Edward her heir executor administrator & assigns for ever find and declare
 from all further and other trust, and further in trust and this her said shall
 expressly undertake promised and agreed by the said Edward and
 the parties to their parents that it shall & may be lawful to and for the said
 Patience Marie Blackett her said one of her power & absolute authority and her said
 hereby reserved given granted and assured to her within the term of her said intended
 and true from time to time and at all times hereafter in the same manner and to the
 same extent as if she were a free sole and unmarried by any writing or writings now or
 her hereafter made executed in the presence of credible two or more credible witnesses for a full
 and valuable consideration to grant bargain sell lease change or exchange alienate &
 convey all and singular the said premises real and personal or any part or parts
 thereof to such person or persons and for such estate or estates as she may from
 time to time think proper and the power thereof in & of every part thereof to
 re-vest in such other person or persons as she may from time to time
 think most advantageous and the same to give or any part or parts thereof
 when and so often as she shall deem proper for the like full fair & valuable
 consideration to grant bargain sell lease change or exchange alienate & convey as
 aforesaid the powers thereof of every part thereof being & becoming all at all times
 ought in the said. to them William Middleton the younger and John Lewis their heirs
 executors and administrators in trust should help and to for the several uses
 intents & purposes herein and hereby expressed and declared of and concerning
 the said, and further in trust that the said William Middleton the younger and
 John Lewis or the survivor of them their or his successors heirs executors or administrators
 from time to time and at all times hereafter upon the granting bargaining selling
 bargain change or exchange alienation or conveyance by the said Patience Marie Blackett
 her said for a full fair & valuable consideration or aforesaid of all or any of the premises
 real or personal or of all or any other property real or personal that may at any
 time or times hereafter be substituted for or stand in the place of all or any of the
 property real or personal herein and hereby conveyed or agreed to be conveyed amount of
 intended to be shall and will convey and dispose of the same and every and any
 part thereof unto such person or persons as the said Patience Marie Blackett her said
 direct and appoint; and they the said William Middleton the younger & John Lewis
 their successors heirs executors & administrators should and will faithfully execute & settle
 be and be bound vested seized & possessed of all and singular the premises thereof and
 of every part thereof to and for the several uses intents and purposes herein and hereby
 expressed and declared of and concerning the same, and should the said Patience Marie
 Blackett her said die before the said Abraham Eustis living children of the said
 intended marriage or the issue of such children living at the time of her death then and
 trust from and after the death of the said Patience Marie Blackett her said to and for
 the use benefit of the said Abraham Eustis for and during his natural life and from
 and after the death of the said Abraham Eustis to or aforesaid surviving the said

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Patience Wise Blackett Esq. and leaving issue of the said intended marriage
 or the issue of such issue living at the time of his death then as to one moiety or
 half part of the said premises real and personal in trust to and for the use and
 benefit and behoof of the joint issue of the said Abraham Eustis and Patience Wise
 Blackett Esq. living at the death of the said Abraham Eustis during the said
 Patience Wise Blackett Esq. if no then to that one his or her heirs executors admin-
 istrators assigns and assigns more than one then to them their heirs executors adminis-
 trators assigns as tenants in common freed and discharged from all further and
 other trusts and in the event of the said Abraham Eustis surviving the said Patience
 Wise Blackett Esq. living children of the said intended marriage living at the time
 of her death and before the death of the said Abraham Eustis survivor as aforesaid
 any or either of the joint issue of the said intended marriage shall have married and
 died leaving lawfully begotten issue of such issue living at the death of the said
 Abraham Eustis survivor as aforesaid then and in that case in trust that the law-
 fully begotten issue of such joint issue as dying or aforesaid shall have taken and received
 the same shall or shares in the property herein and hereby settled and conveyed or intended
 to be as his her or their parent or parents would if alive have had taken and received
 to him her or them his her or their heirs and assigns share & share alike as tenants in
 common freed and discharged from all further and other trusts and should the said
 Abraham Eustis survive the said Patience Wise Blackett Esq. and die leaving joint
 issue of the said intended marriage or the lawfully begotten issue of such joint issue
 lawfully living at the time of his death then as to the other moiety or half part
 of the said premises real and personal from and after the death of the said Abra-
 ham Eustis in trust to and for such person or persons and for such estate and estates
 uses intents and purposes as the said Patience Wise Blackett Esq. in and by her
 last will & testament in writing or any paper purporting to be her last will and
 testament duly executed shall and may lawfully devise bequeath direct or appoint freed
 & discharged from all further and other trusts and in the failure or want of such limitation
 devise bequest direction or appointment or as to so much thereof as there may be no limitation
 of in trust to and for the use benefit and behoof of the right heirs of the said Patience Wise
 Blackett Esq. freed & discharged from all further and other trusts and should the
 said Abraham Eustis survive the said Patience Wise Blackett Esq. and die without
 leaving issue of the said intended marriage or the lawfully begotten issue of such issue
 living at the time of his death then and in that case all and singular the premises
 real & personal in and any part or parts thereof from & after the death of the said Abraham
 Eustis in trust to and for such person or persons and to and for such estate and estates
 uses intents & purposes as the said Patience Wise Blackett Esq. in and by her last will &
 testament in writing or any paper purporting to be her last will and testament duly
 executed shall & may lawfully devise bequeath direct and appoint and in the failure or
 want of such limitation devise bequest direction or appointment or as to so much thereof
 as there may be no limitation devise bequest direction or appointment then in trust

to and for the use benefit and behoof of the right heirs of the said Petence Widd
 Blackette Esq^r paid & discharged from all further and other duties and charges in that
 and it is herein and hereby understood and expressly covenanted, promised, granted and
 agreed by between and among the parties to these presents that it shall and may be
 lawful to and for the said Petence Widd Blackette Esq^r and full power and abso-
 lute authority and herein and hereby reserved, granted, promised and conferred to her naturally
 standing her said intended covenants from time to time and at all times here after
 during her said intended covenants in the presence of three credible witnesses to make
 and make and publish her last will and testament in writing on any paper per-
 taining to be her last will and testament either of the moiety and half part or of the
 whole of the said premises real personal or any part or parts thereof under the main
 branches respectively and to the extent above mentioned and described to and for use of
 Jesus and for such State or States as she at her will and pleasure may think proper
 And it is further herein and hereby mutually understood, covenanted, promised, granted
 agreed by between and among the respective parties to these presents that from time
 to time and at all times hereafter from & after the obnoxious of the said intended
 managment it shall & may be lawful to and for the said Arthur Middleton the younger
 & John Lewis their successors heirs, executors administrators & assigns as trustees as afore-
 said and full power and absolute authority and herein and hereby given, granted and
 conveyed to the said Arthur Middleton the younger and John Lewis their successors
 heirs, executors administrators or assigns as trustees as aforesaid by and with the advice and
 consent of the said Abraham Estlin and Petence Widd Blackette Esq^r his intended
 wife or the survivor of them to pledge mortgage incur debt bargain sell alien and
 convey all and singular the premises, real and personal or any part or parts thereof
 of the premises, thereof or of any part thereof to invest in such property real and
 personal as may be thought most beneficial and advantageous and the same again
 to pledge mortgage incur debt bargain sell alien convey when and as often and in such
 way and manner as they the said Arthur Middleton the younger and John Lewis their
 successors heirs, executors administrators or assigns by and with the advice and consent of
 the said Abraham Estlin and Petence Widd Blackette Esq^r or the survivor of them may
 think proper subject always nevertheless and to & for the above Deeds entails, charges &
 duties for & against and demand of and concerning the same, and it is further herein
 & hereby mutually understood, covenanted, promised, granted and agreed by between and
 among the said respective parties to these presents that from time to time and at all
 times hereafter it shall and may be lawful to and for the said Abraham Estlin
 & Petence Widd Blackette Esq^r or the survivor of them when and as often as may be
 thought proper by and with the advice & consent of the said Arthur Middleton the
 younger and John Lewis their successors heirs, executors, administrators or assigns
 or in the event of the death of any trustee or trustees then without the advice or consent
 of the heirs, 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

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deed of the said Abraham Estes and Patience W. B. Spauld and the
 of them to constitute nominate and appoint another trustee or other trustees in the
 stead of the said Arthur Middleton the younger & John Lewis or of their heirs
 or successors as trustee or trustees, as aforesaid and the successor or successors as
 trustee or trustees, or as aforesaid last constituted nominated and appointed any
 preparing and declaring in writing his or their assent to such constitution, nomi-
 nation and appointment, shall fully possess and enjoy all the powers, rights, privileges,
 authorities and be subject to all the duties, liabilities, responsibilities of the said
 Arthur Middleton the younger and John Lewis as trustee, or as aforesaid and the
 person or persons formerly trustee or trustees in whose place and stead a new trustee or
 trustees shall be duly appointed and confirmed shall be forthwith hereupon forever
 executed and discharged. In witness whereof the parties aforesaid have hereunto
 put their hands and seals at Charleston aforesaid on the day and in the year
 above written —

Signed sealed and delivered
 in the presence of
 Charles Botwin the Painter, M. King
 Abraham Estes. 22.
 Patience W. B. Spauld. 22.
 Arthur Middleton Jr. 22.
 John Lewis. 22.

M. King made oath that he saw Abraham Estes Patience W. B. Spauld
 Arthur Middleton Jr. and John Lewis sign seal and deliver the foregoing
 instrument of writing for the uses & purposes therein mentioned & that he attests the
 same together with Charles Botwin the Painter
 Given to before me this 10 May 1823
 Recorded 10th May 1823
 J. N. P. Notary Public

South Carolina.

This Indenture tripartite made the twenty fifth
 day of March in the year of our Lord one thousand eight hundred and
 twenty three and the forty seventh year of the American Independence
 Between Sarah A Edwards Spinster, of the first part Malachi Ford of the
 second part and Henry A Desaupeur trustee of the Third part.
 Whereas a marriage is intended by Gods permission to be shortly had and
 solemnized by and between the said Sarah A Edwards and Malachi
 Ford: And whereas the said Sarah A Edwards is seized of, interested in
 and possessed of an undivided fourth part share or proportion of a certain
 Town and Lot of land in Charleston hereinafter more particularly described
 also of a female slave named Jenny and her infant child named Dinah
 and also of the personal Estate set forth in the Schedule hereunto annexed.
 And whereas it has been agreed upon before the said marriage by and
 Between the said Sarah A Edwards and Malachi Ford (testified by the
 said Malachi Ford being a party hest and sealing and delivering this
 presents) that all and singular the aforesaid real and personal property
 belonging to the said Sarah A Edwards shall be granted and assigned

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Wm. C. C. Cole
vs
The Estate of Henry A. Desaugues
Trustee

On reading the Petition in the Case for the Protection of Charles & on Motion

to Henry A. Desaugues his heir executor administrator and assignor
 by David Smith Edwards to and for and upon the same trusts in-
 tents and purposes aforesaid declared of and concerning the same
 that in pursuance of the aforesaid
 agreement and in consideration of the said intended Marriage,
 and also in consideration of the sum of one dollar to the said Sarah A.
 Edwards and Malachi Ford in hand well and truly paid by and
 with the consent and priority of the said Malachi Ford, testified by
 his being a party thereto and executing these presents, hath granted
 bargained sold and released and by these presents grants bargains sell
 and releases unto the said Henry Desaugues all his individual
 joint part or share of all that house and lot of land situate, lying
 and being in St. Michaels Alley in the Parish of St. Michaels in the
 City of Charleston and State of South Carolina. Together and bounding
 North on the said Alley East on lands of J. B. Cogdell and the
 estate of J. L. South on lands of the South Carolina Society and
 West on land of Mitchell being also the said Negro Slave named
 Amy and her infant child named Sarah, and also all and singular
 the personal Estate Furniture and other in nature set forth in the
 Schedule hereunto annexed, and which is to be taken a part and parcel of this
 deed together with all and singular the remainder and remainders reversion
 and reversionary rents issues and profits thereof and of every part and parcel
 thereof with the appurtenances To Have and to hold all and singular
 the said House and lot of land Negro Slaves and other personal property
 with the future issue and increase of the female Slaves together with
 the interest profits issues and emoluments thereof unto the said Henry
 Desaugues his heir Executor administrator and assignor for ever.
 subject nevertheless to such uses and upon such trusts and for such in-
 tents and purposes as are hereafter mentioned and declared of and
 concerning the same. that is to say in trust to and for the sole use
 benefit and behoof of the said Sarah A. Edwards until the solemniza-
 tion of the said marriage and from and immediately the solemniza-
 tion thereof then in trust to and for the joint and equal of the said
 Malachi Ford and Sarah A. Edwards for and during the term of
 their joint natural lives without impeachment of or for any manner
 of waste and without being subject in any manner whatsoever to the
 debts or contracts of the said Malachi Ford. and in trust to permit &
 suffer them the said Malachi Ford and Sarah A. Edwards and
 assigns during their joint lives to receive and take the rents issues &
 profits of all and singular the aforesaid real and personal property
 without impeachment of waste, to and for their joint equal use and behoof

that in pursuance of the aforesaid agreement and in consideration of the said intended Marriage, and also in consideration of the sum of one dollar to the said Sarah A. Edwards and Malachi Ford in hand well and truly paid by and with the consent and priority of the said Malachi Ford, testified by his being a party thereto and executing these presents, hath granted bargained sold and released and by these presents grants bargains sell and releases unto the said Henry Desaugues all his individual joint part or share of all that house and lot of land situate, lying and being in St. Michaels Alley in the Parish of St. Michaels in the City of Charleston and State of South Carolina. Together and bounding North on the said Alley East on lands of J. B. Cogdell and the estate of J. L. South on lands of the South Carolina Society and West on land of Mitchell being also the said Negro Slave named Amy and her infant child named Sarah, and also all and singular the personal Estate Furniture and other in nature set forth in the Schedule hereunto annexed, and which is to be taken a part and parcel of this deed together with all and singular the remainder and remainders reversion and reversionary rents issues and profits thereof and of every part and parcel thereof with the appurtenances To Have and to hold all and singular the said House and lot of land Negro Slaves and other personal property with the future issue and increase of the female Slaves together with the interest profits issues and emoluments thereof unto the said Henry Desaugues his heir Executor administrator and assignor for ever. subject nevertheless to such uses and upon such trusts and for such intents and purposes as are hereafter mentioned and declared of and concerning the same. that is to say in trust to and for the sole use benefit and behoof of the said Sarah A. Edwards until the solemnization of the said marriage and from and immediately the solemnization thereof then in trust to and for the joint and equal of the said Malachi Ford and Sarah A. Edwards for and during the term of their joint natural lives without impeachment of or for any manner of waste and without being subject in any manner whatsoever to the debts or contracts of the said Malachi Ford. and in trust to permit & suffer them the said Malachi Ford and Sarah A. Edwards and assigns during their joint lives to receive and take the rents issues & profits of all and singular the aforesaid real and personal property without impeachment of waste, to and for their joint equal use and behoof

And in case the said Malachi Ford should survive the said Sarah A Edwards then to the sole use and behoof of the said Malachi Ford and his heirs for the term of his natural life without impeachment of waste. But if the said Sarah A Edwards should survive the said Malachi Ford then to the sole use and behoof of the said Sarah A Edwards and her heirs for and during the term of her natural life without impeachment of waste. And from and immediately after the decease of such survivor, then to and for such child or children of the said Sarah A Edwards as may be living at the time of the death of such survivor, to be equally divided between them, if more than one and their heirs or other administrators and assigns for ever as tenants in Common, free clear and absolutely discharged of and from all and every further and other trust or limitation whatsoever; and if any such child or children should depart this life before the decease of such survivor leaving issue, then such issue shall collectively represent and take equally among them, if more than one, such share or shares in the premises as his or her parent or parents respectively would have been if such issue had survived such survivor. And in case the said Sarah A Edwards should survive the said Malachi Ford and then, believing otherwise lawful issue by the said Malachi Ford on the body of the said Sarah A Edwards begetting then all and singular the real and personal estate aforesaid shall revest in the said Sarah A Edwards her heirs Executors administrators and assigns for ever absolutely free and discharged of and from all and every further and other trust condition limitation or restriction whatsoever. But if the said Malachi Ford at his decease should survive the said Sarah A Edwards shall leave no lawful issue alive or issue of such issue on the body of the said Sarah A Edwards begetting then all and singular the real and personal estate aforesaid with all and singular the real and personal estate aforesaid with all and singular the same shall be equally divided into two parts one part or moiety whereof shall be subject to such use or appointment as the said Malachi Ford by deed or will limit direct or declare of and concerning the same and in default of such appointment, devise or bequest shall be for the use and behoof of his heirs at law and the other moiety thereof shall be subject to the will or reversion to the family of the said Sarah A Edwards and be divided equally among her heirs at law both males and females free and discharged of and from all further use trust limitation or restriction whatsoever and concerning the same and every part and parcel thereof with appendances.

And it is further stipulated agreed upon and between the parties to these presents that in case the said Malachi Ford and Sarah A Edwards shall at any time hereafter during the coverture or survivor of them, shall

thinks it beneficial to their interests to have the aforesaid premises and any part thereof sold, disposed of, invested or exchanged for other property real or personal, and the sales, mortgages, and in any other property whatsoever or placed at interest, that then the said Henry A Desaupture, on being thereunto requested in writing by them the said Malachi Ford and Sarah A Edwards jointly or the survivor of them, shall absolutely sell, dispose of invest convert or exchange the same as the case may be, and such purchased exchange or substituted property or invested funds stock or choses in action shall be held subject to the same uses trusts limitations and conditions as are hereinbefore limited and declared of and concerning the hereinbefore granted and assigned premises and to and for no other use intent or purpose whatsoever.

And it is further stipulated and agreed upon and between the parties to these presents that they the said Sarah A Edwards and Malachi Ford shall and will from time to time and at all times hereafter upon the reasonable request and at the proper costs and charges of the said Henry A Desaupture, make do and execute or cause to be made done and executed all such further and other lawful and reasonable acts and acts, things conveyances and assurances in the law whatsoever for the further better and more perfect granting and assuring all and singular the premises for the uses and purposes hereinbefore expressed and declaring of and concerning the same as by the said Henry A Desaupture his heirs Executors and administrators or his or their counsel learned in the law shall be reasonably advised, devised or required.

In witness whereof the parties to these presents have interchangeably set their hands and seals on the day and in the year first above written. H. A. Desaupture (L) Sarah A Edwards (L) Malachi Ford (L)

Schedule of personal property to be taken as part of the deed of marriage Settlement Between Sarah A Edwards and Malachi Ford and H. A. Desaupture Trustee.

One fourth of House and lot in St. Michael's Alley in Charleston
 A negro Slave, Jenny & her child Dinah. All the Household and Kitchen furniture now bought with the funds of the said Sarah A Edwards (none being bought by Mr. Ford) valued at \$600. All the plate and plated ware bequeathed to the said S. A. Edwards by her mother W. Mary M. Edwards. N.B. Screen's Bond to H. A. Desaupture in trust for S. A. Edwards dated 23 February 1822 in the penal sum of \$369. conditioned for \$184.50.

W. Edward Baynes' Bond to H. A. Desaupture in trust for Malachi Ford & wife dated 30 March 1823. in the penal sum of \$2107.82 Conditioned for \$1053.91.

Witnesses and delivered in presence of E. W. Burnet, N. B. Screen, E. W. Burnet, Sarah A Edwards, Malachi Ford, H. A. Desaupture, South Carolina } E. W. Burnet being duly

sworn maketh oath that she was present and saw the within parties seal and deliver and acknowledge the foregoing Instrument of writing their act and deed and that she and E W Burnett and N. B. Scraven subscribed their names as witnesses thereto.

E W Burnett

sworn to before me this 24 May 1823 Same L Brigni Notary Public.

Recorded 24th of May 1823.

State of South Carolina

This Indenture of three parts made this

twenty ninth day of May in the year of our Lord one Thousand Eight hundred and twenty three Between James Edward Sermon Esquire of the first part Miss Rebekah Allston Dupre single woman of the second part and Samuel Warren and Daniel Dupre Esquires all of the Parish of Saint James Santee and state aforesaid of the third part

Whereas the said Rebekah Allston Dupre is seized in her own right and her heirs and assigns forever in the following tracts of Land to wit one tract of Land in the parish of saint James Santee containing two hundred and thirty five acers. butting and bounding North on the River East on William Gaillard and Charles Steedman and

South and west on Daniel Dupre Also two hundred acres on North side of Santee River being remainder of a tract purchased by Samuel Warren from the estate of Anthony Simons Also one hundred and eighty

and six acers bought by Samuel Warren from Samuel Ellis being part of an undivided plantation of the estate of Samuel Ellis deceased. Also one hundred and thirty six acers in Prince Fredericks Williamstony District being a tract of Land granted to Samuel Dupre. Also the following Negro Slaves To wit Tom Harriet John Tomo Minus Cotto Melia James Lyndy George Mary Isiah Flander Flora David Fanny Marcus Paul Belle Lewis Lizabeth Mary Taffy amey Jossy Cuffey Moses Jack

Primas Sanders Katy Charity Jane Hannah Becky Bartolis Danty Eliza Zuky Honka Peggy Guy Maria Cuffy Joshua and Betty. And whereas the marriage intended should be had and solemnized between the said James Edward Sermon and the said Rebekah Allston Dupre upon the contract of which marriage it is hereby concluded and agreed by and between the said James Edward Sermon and the said Rebekah Allston Dupre that

the said intended marriage shall take effect and be solemnized that the estate of the said Rebekah Allston Dupre shall be settled on or vested in the said Samuel Warren and Daniel Dupre and the survivors of them in such manner and a form and for such uses intents and purposes as are hereinafter limited appointed and expressed, and to and for no other use intent or purpose whatever Now This Indenture witnesseth that for making of this agreement effectual in law and also for and in consideration

By Chancery Charleston January 1823
The Commisary Report being read in Motion of Mr. Sermon
That the said Rebekah Allston Dupre be admitted to the benefit of the said marriage
And that the said James Edward Sermon and the said Rebekah Allston Dupre be admitted to the benefit of the said marriage
And that the said James Edward Sermon and the said Rebekah Allston Dupre be admitted to the benefit of the said marriage

of the sum of ten shillings sterling money to the said Rebekah Allston Dupre in hand a pair by the said Samuel Warren and Daniel Dupre at and for the sealing and delivery of these presents, the receipt whereof is hereby acknowledged she the said Rebekah Allston Dupre hath granted bargain sold and devised and by these presents doth bargain sell and devise unto the said Samuel Warren and Daniel Dupre all these above named tracts of Land To-wit one tract in the Parish of Saint James Parish containing four hundred and thirty five acres butting and bounding North on Santee River East on William Sallard and Charles Stetson and South and West on Daniel Dupre Also two hundred acres on North side of Santee River being the remainder of a tract purchased by Samuel Warren from the estate of Anthony Simons. Also one hundred and eighty nine acres bought by Samuel Warren from Samuel Ellis being part of an individual plantation of the estate of Samuel Ellis deceased Also seven hundred and sixty six acres in Prince George Williamsburg District being a tract of Land granted to Samuel Dupre. Also the following Negro Slaves to-wit Sam Harriet John Sam Minus Cobb Melia Amos Lyddy George Mary Josiah Flanck Rena David Sanny Marcus Paul Bella Sipio Quash Mary Taffy Amey Soory Cuffey Wes Estes primus Sander Catty Charity Jane Harrah Becky Castie Dantery Ellick Sukey Minaw Peggy guy Mania Cuffy Josua and Betty. To have and to hold all and singular the said tracts of Land and all and every of the said Negro Slaves with their future issue and increase unto the said Samuel Warren and Daniel Dupre their Executors administrators and Assigns forever upon the several trusts notwithstanding and to and for the several uses intents and purposes hereinafter mentioned limited and declared of and concerning the same that is to say Intent for the said Rebekah Allston Dupre until the said intended Marriage shall take effect and from and immediately after the solemnization thereof then up to trust that the same shall not in any wise be subject or liable to the debts of the said James Edward Serman her intended Husband. But that the said tracts of Land and Negro Slaves aforesaid above and above mentioned with their future issue and increase shall be and remain and inure to the proper use Benefit and behoof of her the said Rebekah Allston Dupre and such child or children being issue of her Body lawfully begotten by the said intended Marriage or any other Marriage to them their heirs Executors administrators and assigns absolutely and forever and to and for no other intent or purpose whatsoever any thing herein before contained to the contrary thereof in any wise notwithstanding notwithstanding. and it is hereby understood and agreed upon that the profit rent or use of the said tracts of Land and the labour income and profits of the said Slaves shall and may be had used received and taken by the said James Edward Serman for the joint use Benefit and behoof of the said James Edward Serman and the said Rebekah Allston Dupre during their joint lives and

that in case the said Rebekah Allston DuPre shall die leaving issue
 body and the said issue should die before the death of the said James
 Edward Suman or in case the said Rebekah Allston DuPre shall die
 without leaving issue alive at the death of her death and the said James
 Edward Suman should survive her then and in either case the said
 Tracts of Land and Negro Slaves aforesaid shall continue to her use and
 Benefit and Behoof of the said James Edward Suman during his natural
 life and at his death shall revert to and be vested in the heirs of the said
 Rebekah Allston DuPre to them and their heirs and assigns absolutely
 and forever.

In witness whereof the said parties to these presents have here-
 unto interchangeably set their Hands and seals at the day and a
 year first above written.

James Suman (S) Rebekah A DuPre (S) Sam. Warren (S) Daniel (S)
 Received the day and year first written of the within named
 Samuel Warren and Daniel Dupre the full consideration money
 within mentioned
 Rebekah A DuPre
 witness Luisa B Steedman John Blake

signed sealed and Delivered in the presence of
 State of South Carolina
 Charleston District
 Luisa B Steedman
 John Blake.

Personally appeared before me Charles
 J Steedman one of the Justices of Quorum for the Parish of Saint
 James Parishes Mr. John Blake who being duly sworn says that
 that he was present and saw the within named James Suman
 Rebekah A DuPre Samuel Warren and Daniel DuPre sign and seal the
 within Instrument of writing for the purposes therein contained and that
 he together with Luisa B Steedman subscribed the same as witnesses
 thereto.

Sworn to before me this thirtieth day
 of May 1823. Charles J. Steedman J. W.
 John Blake

Recorded 5th June 1823.

South Carolina

To all to whom these presents shall come, These articles of
 agreement made this fourteenth day of April Anno Domini 1823 Between
 Charlotte Matilda Ford of the first part Edmund Plannel M.D of the second
 part, and jointly and the father of the said Charlotte, two be named by both
 parties of the third part. Witness whereas by divine permission a marriage is
 intended to be what they had solemnized between the said Edmund Plannel
 and Charlotte M Ford, and whereas the said Charlotte is of full age and is
 possessed in her own right of a certain negro woman named Liddy and her

shall be settled to Charlotte in the Bank of South Carolina
 in the name of Timothy Ford in trust for her, and also of some Bank
 of Virginia and stock of the City of Charleston being in the name of the said
Charlotte in trust for her in the City Treasury, and whereas the said parties have
 agreed before me saying that the said shares and their appurtenances and the
 said Bank stock Virginia and stock shall be settled to be maintained to the
 separate use of the said Charlotte, notwithstanding the said intended contract
 so that she may have & enjoy the same as fully as if sole, Now therefore that
 the said Charlotte W. Ford hath granted, transferred and assigned to the said
Timothy Ford & his heirs with grant & transfer & assign the said negro woman
 named Liddy & her child Becky & also all the above mentioned Bank shares
 & City stock to the said Timothy Ford to be held by him or such other trustee
 as he shall assign the same to, as shall be nominated by all the parties hereto,
 In trust and for the sole and separate use of the said Charlotte, notwith-
 standing the contrary, so that she may at all times & in her own right or
 otherwise have and take all the labor and hire and service of the said slaves
 and their issue and increase and the interest issue and dividends of the
 said Bank shares and stock and whatsoever the same shall at any time
 be invested in as fully as though sole during her natural life and it is
 hereby agreed by all parties that it shall be lawful for the said Char-
lotte in at any time and from time to time during the coverture by any deed
 executed in the presence of two or more witnesses or by last will and testament
 so executed to dispose of or appoint how and to whom the said shares Bank
 shares and stock shall go and to annex any qualifications or conditions
 to such grant gift or bequest as she shall see fit to take place after her
 enjoyment thereof for life or aforesaid and power is hereby reserved by the
 said Charlotte with the assent of her intended husband (expressed by
 his being party hereto) to make at her sole pleasure at any time or times
 during the coverture in the manner aforesaid any alteration or ultimate dis-
 position of the property aforesaid hereby settled, and it is further agreed by
 all parties hereto that it shall be lawful at any time during the coverture
 at the request of the said Charlotte in to sell or dispose of any or all the
 aforesaid property to the end that the same may be otherwise or more bene-
 ficially invested to and for all and singular the uses and purposes aforesaid
 in which case the said Timothy Ford or any trustee or trustees under this
 settlement may transfer the stock and sell and make title to the slaves
 and cause the same to be invested according to the true intent and
 meaning of these presents. and lastly that it shall be lawful for the said
Timothy Ford at any time hereafter by written instrument or on the back
 of this settlement or by distinct instrument to transfer the trust to such
 Trustee or trustees as shall be named by the said Charlotte and then

of
 James
 shall die
 James
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shall be satisfied substituted in his stead; by their written acceptance of trusts of this deed. In witness whereof the said parties have hereunto set their hands and seals prior to the said marriage. The day and year above written

sealed and delivered in presence of
Henry M. Desaupre
Louisa C Ford

C. M. Ford
Edmund Rarnell
J Ford

State of South Carolina Charleston to wit: Before me personally appeared the Honorable Henry M. Desaupre Esquire one of the subscribing witnesses to the foregoing Instrument who being duly sworn deposes that he was present and did see the said Charlotte M. Ford the said Edmund Rarnell and Timothy J. sign and seal the foregoing Instrument as their act and deed and deliver the same as their act and deed to and for the uses and purposes therein mentioned and that he and Louisa C Ford did then and there subscribe their names as witnesses thereto.

Henry M. Desaupre.

sworn to before me this 15 day of April
anno Domini 1823. before me

Recorded 30 May. 1823.

South Carolina.

This Indenture Tripartite made the twentieth day of April in the year of our Lord one thousand eight hundred and twenty three Between Arthur Rose Esquire of the one part Elizabeth Barnwell widow of Nathaniel Barnwell deceased of the second part and Edward Barnwell and W^m Barnwell Esquires of the third part: Whereas a marriage is shortly intended to be had and solemnized between the said Arthur Rose and the said Elizabeth Barnwell and whereas the said Elizabeth Barnwell is entitled to a proportion of the estate of the said Nathaniel Barnwell deceased as being the widow of the said Nathaniel Barnwell deceased the said Estate being as yet undivided but soon to be divided at which time a schedule of such part thereof as shall fall to the share of the said Elizabeth Barnwell shall be hereunto annexed to the property real and personal contained in which schedule there presents have reference AND NOW upon the treaty of, and previous to the said Marriage it hath been agreed is agreed upon between and by the said Arthur Rose and the said Elizabeth Barnwell that the real and personal Estate aforesaid of the said Elizabeth Barnwell should be by her granted and assigned to the said Edward Barnwell and W^m Barnwell Esquires and the survivors and survivor of them and the Heirs Executors and Administrators of such survivor upon the special trust and confidence nevertheless and to and for the several uses intents and purposes hereinafter mentioned

limited expressed and declared of and concerning the same
 NOW this Indenture Witnesseth that in pursuance of the said
 agreement and in consideration of the said intended marriage
 and also of ten cents lawful money to the said Elizabeth
 Barnwell in hand well and truly paid the receipt whereof
 is hereby acknowledged and for other divers other good and
 sufficient causes and considerations hereunto moving she
 the said Elizabeth Barnwell by and with the privity and con-
 sent of the said Arthur Rose her intended husband testified
 by his being a party to and executing these presents hath granted
 bargained sold released and confirmed and by these presents doth
 grant bargain sell release and confirm unto the said Edward Barnwell
 and William Barnwell Esquires All the real estate contained in the
 aforesaid schedule TOGETHER with all and singular the rights members
 hereditaments and appurtenances to the said premises being belonging or in
 any wise appertaining also all the estate right title interest property claim
 and demands whatsoever of her the said Elizabeth Barnwell of in to or out
 of the same or in any part or parcel thereof. To have and To hold the

aforesaid premises hereby intended to be released and confirmed unto the said
 Edward Barnwell & W^m Barnwell Esquires their Heirs and assigns to and
 for the several uses intents and purposes herein and hereby intended to be
 made and declared of and concerning the same And This Indenture

further Witnesseth that in pursuance of the aforesaid agreement
 and in consideration of the said intended marriage and also of ten cents
 lawful money to the said Elizabeth Barnwell in hand well and truly
 paid the receipt whereof is hereby acknowledged and for divers other
 good and sufficient causes hereunto moving she the said Elizabeth
 Barnwell by and with the privity and consent of the said Arthur Rose
 her said intended husband testified by his being party to and executing
 these presents hath granted bargained and sold and by these presents
 doth grant bargain and sell and in plain and open market delivered
 unto the said Edward Barnwell & W^m Barnwell Esquires all the
 negro slaves enumerated in the aforesaid Schedule together with the future
 issue and increase of the females. To have and to hold the said negro
 slaves with the future issue and increase of ~~both~~ of them as are females
 unto them the said Edward Barnwell and W^m Barnwell

Esquires and the survivors and survivor of them and the executors
 and administrators of such survivor Upon the trust and confidence
 nevertheless and to and for the several uses intents and purposes herein
 and hereby intended to be made limited and declared of and concerning
 as well the said personal estate of the said Elizabeth Barnwell as the

478. aforesaid real estate hereby intended to be granted released and confirmed, and each and every of the parties to this Indenture hath agreed that the same every part and parcel thereof shall be limited settled and assured in manner following that is to say To the use profit and behoof of the said Arthur Rose during the joint lives of them the said Arthur Rose and Elizabeth Barnwell his intended wife and in case the said Elizabeth Barnwell shall die in the life time of the said Arthur Rose leaving issue one or more of the said marriage living at the time of her death then from and immediately after such her death In Trust to permit and suffer the said Arthur Rose to have receive and take the rents issues and profits thereof for and during the term of his natural life and from and immediately after such his death In Trust to be equally divided among the children of the said marriage if more than one share and share alike each ones share to be paid and delivered as he or she shall attain the age of twenty one years or day of marriage whichever shall first happen and if there be but one child of the said intended marriage then to that child absolutely and forever. But in case the said Arthur Rose should die in the life time of the said Elizabeth Barnwell his intended wife leaving issue one or more at the time of his death then from and immediately after such his death. In Trust to be equally divided between and among the said Elizabeth Barnwell and such child or children share and share alike the said Elizabeth Barnwell to have take and hold her share or part to her and to her heirs executors administrators and assigns forever; and as to the share or shares which shall as aforesaid remain and belong to such child or children. In Trust to permit and suffer the Elizabeth Barnwell for and during the term of her natural life to have receive and take to herself the rents issues and profits thereof and every part and parcel thereof and from and immediately after the death of the said Elizabeth Barnwell In Trust to divide pay over and deliver to the said children if more than one as they shall severally and separately attain the age of twenty one years or the day of marriage whichever shall first happen his her or their share and proportion according to the true intent and meaning of these presents. But if at the time of the death of the said Arthur Rose or of the said Elizabeth Barnwell which one shall first happen there shall be no issue of the said marriage living, then from and immediately such death leaving no lawful of the said marriage living In Trust to pay and deliver over all and singular the estate real and personal herein and hereby settled and conveyed to the sole and only use of the survivor of them the said Arthur Rose and Elizabeth Barnwell to have and hold the same to such survivor and to his or her heirs Executors Administrators and assigns forever. And whereas it may hereafter deemed expedient by the said Arthur Rose and the said Elizabeth Barnwell to sell or dispose of the aforesaid real and personal estate or of a part thereof it is agreed by and between the parties to this Indenture jointly and severally that such sale or disposal shall be made provided nevertheless it be made by and with

the consent of the said Edward Barnwell and W^m Barnwell
 and lastly the said Arthur Rose for himself his heirs executors adminis-
 trators and assigns doth by these presents covenant and agree to and with the
 said Edward Barnwell and W^m Barnwell legues and the survivors &
 survivor of them and the Heirs executors and administrators of each sur-
 vivor that he the said Arthur Rose his heirs executors and administrators
 shall and will from time to time and at all times hereafter upon the
 reasonable request of them the said Edward Barnwell & W^m Barnwell
 legues or the survivors or survivor of them and the Heirs executors and
 administrators of such survivor make do and execute or procure to be
 made done and executed all such further and other reasonable and
 lawful acts and deeds in the law as may be requisites for the corroborat-
 ing, and confirming these presents.

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

Sealed signed and delivered in the presences of
 Elizabeth Wigg Barnwell (1)
 Arthur S Rose (1)
 Thomas M Smith John Smith

Beaufort So Carolina. Personally appeared before me Thomas Moore Smith who being
 duly sworn deposes that he saw the within named Arthur Rose and Eliza-
 beth Barnwell sign the within agreement and that he and the within named
 John Smith signed it also as witnesses. J. S. Stewart. J. P. Tho^s M Smith

Recorded 26 June 1823.

South Carolina

This Indenture made the twelfth day of May
 in the year of our Lords one Thousand eight hundred and twenty three
 Between Caroline Smith of the city of Charleston of the first part C. L.
 Ginnip of the same place of the second part and John Smith of the same place
 of the third part Trustee constituted and appointed for the uses intents and
 purposes hereinafter mentioned Whereas by permission of Divine providence a
 marriage is intended to be shortly had and solemnised Between the said C. L. Ginnip
 and the said Caroline Smith And Whereas the said Caroline Smith is possessed
 of and entitled to a negro girl slave and sundry articles of furniture as contained in
 the schedule hereto annexed the same having been presented to her by the said
 John Smith her father with a view to their being apured to the uses and purposes
 hereinafter mentioned. And Whereas it is agreed by and between all the parties before
 marriage that if the said marriage shall take effect and in consideration thereof
 all and singular the said negro girl slave and articles of furniture shall be con-
 veyed to a trustee and settled for the uses intents and purposes herein
 expressed and declared of and concerning the same. This Indenture therefore
 witnesseth that the said Caroline Smith with the approbation and consent of the

478 said E. M. Ginnis her intended husband in consideration of the sum
dollar to them in hand paid by the said John Smith the receipt whereof
has by acknowledged, and in consideration of the said intended marriage
and pursuant to the agreement of aforesaid hath given granted bargained
sold assigned transferred, and by these presents doth give grant bargain
sell assign and transfer unto the said John Smith a negro girl slave
named Rose with her future issue and increase and all and singular the
articles of household furniture particularly enumerated and set forth in the
schedule hereunto annexed. To have and to hold the said negro girl
slave named Rose and all and singular the said articles of household
furniture unto the said John Smith his executors administrators and
assigns in trust nevertheless to and for the use intents trusts and purposes
following that is to say in Trust and to and for the sole use benefit and
 behoof of the said Caroline Smith untill the solemnization of the
said intended marriage and from and after the solemnization of the said
marriage then in trust to and for the sole and separate use benefit and
 behoof of the said Caroline notwithstanding her coverture without being in
any wise subject or liable to the debts contracts or incumbrances of the
said E. M. Ginnis her intended husband as well those now due, as the
which hereafter may be contracted and to and for the use of such
issue as she may have living at her death, but should she die without
such issue then from and immediately after her death in Trust
for the absolute use and benefit and behoof of the brother and sis-
ters of the said Caroline to be equally divided them and discharged
from any further or other Trust. And it is further hereby agreed
between the said parties that it shall and may be lawful to and for
the said John Smith Trustee as aforesaid or his successors or assigns
at any time hereafter upon the request of the said Caroline to make
such sale of the whole or any part of the said property as may appear
advantageous provided that the proceeds arising therefrom be invested
in property liable to the same Trusts. And the said E. M. Ginnis
doth hereby covenant promise and agree with the said John Smith
that he will at any time hereafter when thereto requested by the said
Caroline or the said John Smith join in the execution of such further
other deeds as may be deemed necessary for effecting the intentions of the
parties hereto or for the better and more full assigning of the said pro-
perty to the uses and purposes before mentioned. In witness whereof
the parties to these presents have hereto set their hands and seals at
Charleston the day and year first above written
sealed and delivered in presence
of John Coleman.

Caroline Smith (1)
E. M. Ginnis (2)
John Smith (3)

479 A Schedule of the property conveyed in the annexed marriage settlement.

A Negro Girl named Rose about 9 years of Age

A Bedstead beds and bedding 1. Large looking glass 1. Drapery Footstool table and Glass 1 Large tea table A washhand Stand Basin and Pitcher A pair of Fire Dogs shovel and tongs A pair of plated snuffers and stand 2 pair plated candlesticks 1 work table A half dozen teaspoons A chest of Drawers 12 rush bottom chairs 1 silver milk pot A half dozen large silver spoons 1. side board

Caroline Smith

E. M. Ginnis

John Smith

witness John Coleman

John Coleman made oath that he was present and saw Caroline Smith E. M. Ginnis and John Smith sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he did witness the same

sworn to before me this 16 July 1823, Wm Saval Not Pub.

Recorded 16 July 1823.

An Indenture of three parts made between Isaac Richardson Douglas of Wilmington in the State of North Carolina, of the first part & Sarah Eliza Crawford of the same place of the second part and James Dixon and James Arcum Bury Trustees of the third part — Whereas the said Sarah Eliza Crawford is seized to her & her heirs for ever, of all that Messuage or tenement Buttery and boarding street on King Street — forty three feet four inches, North on Scott Street one hundred and fifty feet — South South one hundred and forty seven feet. East forty three feet, & of all that Lot of ground on Howell Street bounding West on the Methodist Meeting — North on Howell Street one hundred and fifty feet Long by fifty feet wide — Situate Lying and being in the City of Charleston, State of South Carolina — And Whereas a marriage is intended shortly to be had and solemnized, between the said Isaac Richardson Douglas & the said Sarah Eliza Crawford, upon the contract of which marriage the said Isaac R. Douglas hath agreed that if the same shall take effect, then notwithstanding the said marriage he the said Isaac R. Douglas, his Executors, Administrators or assigns, shall not & will not intermeddle with or have any right title or interest either in Law or Equity in or to any part of the rents issues & profits of the said messuage and lot which may hereafter accrue, but the same shall remain continue and be to the said Sarah Eliza, or to such uses as she the said Sarah Eliza shall think fit & appoint during her natural life. Now this Indenture Witnesseth that for the making the said agreement effectual in Law & for the pursuing of the rents and profits of the Messuage & Lot which may hereafter accrue to and for the separate use of the said Sarah Eliza & so that the same shall not —

be in the power or disposal of the said Isaac R Douglas, for the said Isaac R
 Douglas doth for himself his heirs executors or assigns covenant and agree to and
 with the said James Owen & James A Berry, the survivor of them & the executors
 & Administrators of the survivors of them, by these presents, that notwithstanding the
 said intended marriage shall take effect all the rents of the Messuages & Lot which
 shall from time to time hereafter become due & payable to her the said Sarah Eliza
 & also the interest which hereafter may become due for such rents and profits shall
 be accounted & reckoned and taken as a separate and distinct estate of & from the
 Estate of him the said Isaac R Douglas & be in no wise liable or subject to him
 or to the payment of any of his debts, but with the profits or increase that shall
 hereafter be gotten gained or made of the same, be used & disposed & employed
 to such person & persons & to and for such use & uses intents & purposes & in such
 manner and form as the the said Sarah Eliza may think fit & proper & it is
 further declared concluded and agreed by & between the said parties to these
 presents that the said Sarah Eliza shall have full power & authority at any
 time during her natural life to sell or convey the whole or any part of the said
 Messuages & Lot absolutely or otherwise, and the said Isaac R Douglas for
 himself and his heirs doth covenant promise and agree to and with the said
 James Owen & James A Berry & the survivor of them & the heirs executors Administrators
 & assigns of the survivor of them, that all & all manner of sales conveyances and
 dispositions as aforesaid to be by her the said Sarah Eliza so made & done
 shall be at all times as good and effectual in Law, as if the said Isaac R
 Douglas had himself joined in the same with her the said Sarah Eliza
 as she had been former sole & also the said Isaac R Douglas his heirs, and
 assigns shall and will from time to time & at all times from and after the said intended
 Marriage shall take effect upon every reasonable request made do and execute
 all and every other such further act & acts, thing and things for the better
 settling receiving and receiving the minor goods & Estate of the said Sarah Eliza
 allotted & declared for her separate use benefit and disposal as aforesaid as by
 the said James Owen and James A Berry or the survivor of them or their heirs
 executors, Administrators & assigns or the heirs, executors, Administrators or
 assigns of the survivor of them or any of their counsel learned in the Law
 shall be reasonably devised advised or required, and it is further declared
 concluded & agreed by and between the said Isaac R Douglas, Sarah Eliza
 Crawford, James Owen & James A Berry, that if the said Isaac R Douglas
 should survive the said Sarah Eliza that then in default of any absolute sale
 or disposition of the aforesaid Messuages and Lot or any part thereof, that then
 & in that case the said Messuages & Lot or such part as may remain undisposed
 of by the said Sarah Eliza, and all rents in arrear & all rents & issues which may
 afterwards accrue & all reversion & reversions, Remainders & remainders shall
 remain & be to the said Isaac R Douglas, his heirs & assigns for ever —

Provided always and it is declared, concluded, & agreed by and between aforesaid parties to these presents, That they the said James Owen & James A Berry shall and may from time to time reimburse satisfy and pay themselves out of the said Estate all such necessary and reasonable charges as they shall sustain or be put unto by reason of their being made parties to these presents, or transacting any thing pursuant thereto, & that neither of them the said James Owen & James A Berry shall be any way accountable for the act of the other or liable to make good any more of the Estate than what shall really & bona fide come into their Hands or Custody. And in order that no doubt may arise as to the true meaning & intent of the parties to these presents, Herd Indenture further witnesseth, That the said Sarah Eliza Crawford in Consideration of the said intended Marriage & of the premises of one dollar to her in hand paid by the said James Owen & James A Berry The receipt Whereof she doth hereby acknowledge & for divers other considerations, her thereto moving & by and with the consent and approbation of the said Isaac R Douglas testified by his signing & sealing these presents, hath granted bargained, sold & released & by these presents doth grant bargain sell and release to the said James Owen and James A Berry the aforesaid & described Messuage and Lot to have and to hold to the said James Owen & James A Berry & the Survivor of them & the Heirs & assigns of the Survivor of them forever, In trust nevertheless to and for the sole use and behoof of the said Sarah Eliza for and during the term of her natural Life, without impeachment of & for any manner of waste Subject to the power reserved to the said Sarah Eliza of selling or disposing of the whole or any part thereof absolutely or otherwise & in default of any such sale or disposition by the said Sarah Eliza during her natural Life, and in case the said Isaac R Douglas Survive the said Sarah Eliza Crawford, then immediately from and after the death of the said Sarah Eliza, In trust for the said Isaac R Douglas & his Heirs & assigns forever. In Testimony Whereof the said parties have hereunto set their hands & seals this thirteenth day of February in the year of our Lord one thousand eight hundred & twenty three & in the forty seventh year of the Independence of the United States Sealed & delivered in the presence of ———

James Ward
Robt Handlin

Isaac R Douglas Es
S. C. Crawford Es
Jas Owen Es
Jas A Berry Es

State of North Carolina, This may Certify that on this seventh day of June - New Hanover County } A. D. one thousand eight hundred & twenty three, before me Robert Handlin Notary Public Lawfully appointed, commissioned & sworn residing and acting in the Town of Wilmington in the County and State aforesaid personally appeared James Ward, who being by me duly sworn on the

For discharge of Court Charging Trustees - see Miscellaneous Records B B B page 94 -
and for order of Court Charging Trustees see Marriage Settlement Part no 9 page 105

and consideration of the said intended marriage the said Elizabeth hath with the priority & consent of the said Nathaniel Loring her intended husband testified by his being a party to and his making & delivery of these presents transferred the said bank stock to the said Thomas Still & M^r Schmidt in the transfer books of the banks for the purposes herein after mentioned & hath also agreed to settle and convey unto the said Thomas Still and M^r Schmidt the said lands tenements & hereditaments of the said Elizabeth Baxter stands devised as aforesaid as also transfer the said negro slaves & furniture to the said Thomas Still and M^r Schmidt to such uses & upon such trusts and to for such intents & purposes as are hereinafter mentioned expressed and declared of and concerning the said, Now the Indenture with respect that in pursuance of the said aforesaid agreement and in consideration of the said intended marriage & for and in consideration of the sum of one dollar to the said Nathaniel Loring in hand paid at or before the making & delivery of these presents (the receipt whereof is hereby acknowledged) she the said Elizabeth Baxter by & with the priority & consent of the said Nathaniel Loring her intended husband testified by his being a party to and his making & delivery of these presents have granted bargained sold released & confirmed & by these presents doth grant bargain sell release and confirm unto the said Thomas Still & M^r Schmidt all that lot of land with a three story wooden house thereon, situate lying and being in Ward Street, in the City of Charleston aforesaid, and known by the number eighty five (N^o: 85), as also all that other lot of land situate lying & being in Queen Street in the City of Charleston aforesaid with a two story house thereon, and known by the number one hundred and six (N^o: 106) together with all & singular the rights, manners and appurtenances to the said premises belonging or in any wise appertaining, to have and to hold unto the said Thomas Still and M^r Schmidt and the survivors of them, his heirs & assigns ~~to~~ such uses & upon such trusts & to for such intents & purposes and under & subject to such provisions limitations & agreements as are hereinafter mentioned expressed and declared of & concerning the said, This Indenture further witnesseth that for the consideration & purposes aforesaid she the said Elizabeth Baxter with the like priority consent & agreement of the said Nathaniel Loring testified as aforesaid, hath granted sold assigned transferred and delivered and by these presents doth grant sell assign transfer and deliver unto the said Thomas Still and M^r Schmidt the following slaves to wit James Bell, Henry & his two sons Robert and Adam May & his four children Hannah, Lorry, Polly, Joe and John Duffey and his son Robert, as also twenty five shares in the Bank of South Carolina and all the plate and household and kitchen furniture, of the said Elizabeth Baxter to have and to hold the said slaves together with the future issue & increase of the females as also the said Bank South Shares plate & furniture unto the

484. said Thomas Sell & M. Schmidt, the survivor of them his executors admin-
istrators & assigns, to such uses & upon such trusts as and hereinafter declared
of concerning the same (that is to say) the said lands tenements and her-
editaments the said slaves bank stock plate & furniture in trust for
the said Elizabeth Baxter & her heirs until the solemnization of the said
intended marriage and from and after the solemnization thereof then in
trust that they the said Thomas Sell and M. Schmidt the survivor of
them his executors & administrators shall permit and suffer the said Eliza-
beth Baxter during her coverture to receive & take the rents and profits of
the said lands tenements & hereditaments as also the hire of the said slaves
& the dividends of the said bank stock & to possess hold occupy the said plate &
furniture to and for her sole and separate use it being the true intent and
meaning of their presents & of all the said parties hereto that the said property
real & personal together with the use rents income improvements and profits
thereof shall be at the sole & separate disposal of the said Elizabeth Baxter
notwithstanding her coverture, and not subject to the contract debts contracts or
engagements of her said husband and in case the said Elizabeth Baxter
should depart this life during her coverture then in trust that they the said
Thomas Sell and M. Schmidt the survivor of them his executors adminis-
trators & assigns shall and do convey the said lands tenements & heredita-
ments and assign transfer and dispose of the said slaves bank stock
plate & furniture unto such person and persons & for such uses & purposes
& in such parts & proportions manner & form as she the said Elizabeth Baxter
shall from time to time notwithstanding her coverture by any writings or
writing under her hand & seal attested by three or more credible witnesses or
by her last will & testament in writing to be by her signed sealed & published
published in the presence of the like number of credible witnesses heretofore
disposed of or appointed the same and in default of such direction limitation gift
disposition & appointment & as to such part or parts of the said premises
whereof no such direction limitation gift disposition or appointment shall be
made then trust for the said Elizabeth Baxter her heirs executors & adminis-
trators, But in case the said Elizabeth Baxter should survive the said
Nathaniel Loring then in trust that they the said Thomas Sell and M.
Schmidt, the survivor of them his executors and administrators shall and do
convey unto the said Elizabeth Baxter her heirs & assigns the said lands
tenements & hereditaments & shall and do assign transfer and deliver unto
the said Elizabeth Baxter her executors administrators & assigns the said
slaves bank stock plate and furniture absolutely free and discharged
from all other & further trusts, and the said Nathaniel Loring doth hereby
for himself his heirs executors & administrators annant promise & agree
to and with the said Thomas Sell and M. Schmidt their executors

administrators & assigns that he the said Nathaniel Lovjoy shall and lawfully will at any time hereafter hinder or obstruct the said Elizabeth Baxter his intended wife in making such disposition direction limitation gift or appointment as aforesaid by will or otherwise of her said lands tenements and her detourments Slaves bank Stock plate or furniture as assigned as aforesaid or any part thereof And it is hereby declared and agreed by & between all the said parties to these presents in manner following that it is to say that it shall and may be lawful to & for the said Thomas Sell & M Schmidt the owners of them his executors and administrators by & with the appointment of the said Elizabeth Baxter signified in writing to change any part of the property hereby mentioned to be assigned and conveyed for any other property to be held subject to the same trusts also with the approbation and consent of the said Elizabeth Baxter signified as aforesaid to sell the said property and invest the proceeds in such other property to be held subject to the same trusts as are hereinbefore declared of and concerning the premises and the same from time to time with the like approbation and subject to the like conditions again to sell or alter and it is hereby further declared and agreed that the said Thomas Sell & M Schmidt their heirs executors and administrators shall be only chargeable with and accountable for so much of the Property mentioned to be hereby assigned or the proceeds thereof as they respectively shall actually receive or shall come to their respective hands or sees to do and with or for no more on the one of them for the other of them but each of them only for his own acts deeds receipts and disbursements or with or for any loss which shall happen as or the said happen without their default In witness whereof the parties hereunto set their hands & seals on the day & year first above written - Elizabeth Baxter. (20)

Sealed and delivered

in presence of

Thomas H Forest John Seble

Thomas H Forest made oath that he said Elizabeth Baxter Nath: Lovjoy Tho: Sell & M Schmidt sign seal and deliver the foregoing instrument of writing for the uses & purposes therein contained that he with John Seble witnessed the same

Done at Charleston this 11th August 1823 Pres. Esqr: M. H. P. H. Recorded 11th August 1823.

State of South Carolina

Whereas by the blessing of God a marriage is shortly intended to be shortly had and solemnized by and between Robert Field Stockton and Harriet Maria Potter daughter of John Potter of Charleston and State aforesaid And whereas in contemplation of the said marriage and in order to make a provision for his said daughter F M Potter

now of Charleston as aforesaid hath agreed to give to the said Harriet Maria Potter on the day of her marriage Five hundred shares in the Bank of the United States, Valued not at the present price in Charleston but at their current and actual Value ~~at~~ this day either at Philadelphia or New York. And Whereas it hath been mutually agreed to convey settle and apure to the use and trusts, hereafter mentioned to the said five hundred shares in the Bank of the United States as well as all interest or dividends due or may grow due on the same. Together with all the Estate goods and effects which the said Harriet Maria may be possessed of, entitled to or interested in, at the time of her marriage or which may now or at any time hereafter be given to her by her father the said John Potter during his life. Now know all men by these presents that We John Potter Harriet Maria Potter and Robert Field Stockton in consideration of the premises, in order to carry into effect the foregoing agreement, and also in consideration of the sum of five dollars, to us in hand paid, by the trustees, hereinafter named, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. Have assigned, transferred, and set over, and by these presents, Do assign transfer, and set over unto, Langdon Cheves Esq. of Philadelphia James Potter, and Thomas Fuller ^{Dodge} (whom he arrives at the age of twenty one years, being now a minor) as trustees, mutually appointed and chosen, the said five hundred shares in the Bank of the U.S. together with all dividends and profits thereunto accruing, together with all other Estate, goods, and effects, which the said Harriet Maria, may be possessed of, or entitled to, on the day of her marriage, or which she may hereafter receive, by gift, from her said father John Potter, during his life time. To have and hold, the same, to them, and the survivors of them, and the Heirs, executors and administrators of such survivor for ever. In trust nevertheless, to and for the following uses, intents, and purposes, and none other whatsoever, that is to say to receive and pay over the dividends, interests, and income, of the said five hundred shares, of United States Bank stock, and all other Estate goods and effects, as aforesaid unto the said Harriet Maria Potter during her natural life, free from the debts, control or interference, of the said Robert Field Stockton, or any other husband, she may have, and from and after her death, to the use and behoof of such person, or persons, and in such parts, and portions, and for such Estates, as the said Harriet Maria Potter, by her last will and testament in writing, duly executed in the presence of two, or more witnesses may direct, limit and appoint. And should the said Harriet Maria survive her intended husband the said R. F. Stockton then, and in that

that case, to the use and behoof of the said Harriet Maria Potters, absolutely freed, from any further trust whatsoever. And the parties to these presents, do hereby mutually, stipulate, covenant and agree, that it shall and may be lawful for the trustees herein named, or any joint, or the survivor of them, at the request of the said Harriet Maria, and her said intended husbands, Robert Field Stockton, to sell and convey any part, of the property, hereby intended, to be conveyed, and to invest the proceeds, in any other property, subject to the same uses, and trusts, And the parties to these presents, do further covenant, and agree, to execute any other, or further deeds, and assurances, which may be found necessary, to carry into full effect, the true object and intent of the parties, to these presents, and to convey to the trustees or the survivor of them, hereinbefore named mentioned, by proper deeds, and conveyances, all and such Estate, real or personal, as the said Harriet Maria, may become possessed of, or entitled to, by gift, of her said Father, or otherwise, during the life time of the said Robert F Stockton, subject to the uses, and trusts, herein before mentioned. Given under our hands and seals at Charleston this 4th day of March 1823.

John Potter L.S.
 Harriet Maria Potter L.S.
 Robert Field Stockton L.S.
 Langdon Chaves L.S.
 Jas. Potter L.S.

In presence of
 (By John Potter)
 Harriet Maria Potter
 Robert Field Stockton
 and James Potter Elias C. Boudinot

signed sealed and delivered by Langdon Chaves in the presence Rob. G. Bayne.

Memorandum It appears that the W. B. Bank stock was at 4 per cent premium on the day of the date of this instrument at Philadelphia and New York by amount shares delivered \$52000

South Carolina } Peter Bacet made being duly sworn made oath
 Charleston District } that he is well acquainted with the handwriting of the parties who have subscribed their names to the foregoing Instrument of writing and verily believes the signatures (to the same) to be the proper signatures and handwriting of the said parties. Sworn to before me this 30th August 1823. W. Laval Not. Pub. Recorded 30 August 1823.

The State of South Carolina ✓
 This Indenture made the day in the year of our Lord one thousand Eight hundred and twenty three Between John Mliche of the first part Anna Tebo an infant under the age of twonly one years of the second part Lawrence Teboi her Mother and natural gaudian of the the third and Theodore Gaugian of the fourth part all of

Charleston in the state aforesaid. Whereas the said
 Anna Febvi is intitled to and owns certain negroes here
 after named and also has Two Thousand Dollars in ready
 money. And whereas a marriage is intended to be shortly
 and solemnized between the said John Michel and the
 Anna Febvi with the approbation and consent of her said
 Mother (testified by her being party to and executing these
 Presents. And whereas upon the treaty for the said intended
 marriage it was agreed that the said Anna Febvi should
 convey her said property to the said Theodore Gaujean
 her Trustee, upon such trusts and to and for such uses intents
 and purposes as are hereinafter expressed and declared of and
 concerning the same. Now this Indenture witnesseth that the
 said Anna Febvi by and with the consent and approba-
 tion of her said Mother as also of the said John Michel
 testified as aforesaid in consideration of the said intended
 marriage and in pursuance of said agreement Both
 granted bargained, sold, assigned, and set over and by
 these presents doth grant bargain, sell, assign and set over
 unto the said Theodore Gaujean all and singular
 the following negroes to wit Silvie Morrice Mariane
 Auguste Arcule Marceline and Rosette together
 with the future issue and increase of the females To have
 and to hold the said negroes unto the said Theodore
 Gaujean his heirs Executors Administrators and assigns
 forever. In Trust nevertheless to and for the said Anna
 Febvi and her heirs untill the said intended marriage shall
 be had and solemnized and from and after the solemnization
 thereof Then in trust to permit and suffer the said John Michel
 to have take receive and enjoy the profits of the labours and services
 of the said negroes during the joint lives of him the said John
 Michel and the said Anna Febvi and appropriate the same
 as he thinks proper for their mutual support: without being in
 manner liable to the creditors of the said said John Michel and from
 and immediately after the death of either of them then in trust for
 the survivor his or her Heirs Executors Administrators and assigns
 forever free and discharged from all further and other Trusts
 whatsoever And it is expressly understood and agreed by and
 between the parties to these presents that if at any time hereafter
 during coverture the said John Michel shall think it advantageous
 so to do he may sell and dispose of the said negroes or any one

or more of them to any Person or persons whomsoever by any deed or other instrument of writing under his hand and seal executed in the presence of one or more credible witnesses. Provided that the proceeds thereof be vested in other property and conveyed and apportioned to the like uses & trusts of this deed. And as regards the said two thousand Dollars the said John Michels for himself his heirs executors and administrators covenants and agrees and agrees to and with the said Theodore Gaujean his heirs executors administrators that he will invest and dispose of the same to the best advantage and that the same in whatever invested shall be for the like uses and trusts of this deed. And it is expressly understood that the said Trustee in the disposition of the same will exercise no agency and assumes no responsibility. In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written -

Sealed and delivered in presence of

John Michel	(L.S.)
P. B. Gaujean	(L.S.)
F. Michel	(L.S.)
Frederick Michel	(L.S.)
Anna Febvi	(L.S.)
Laurance Febvi	(L.S.)
Theodore Gaujean	(L.S.)

Francis Michel made oath that he was present and did see John Michel Anna Febvi Laurance Febvi and Theodore Gaujean sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he together with P. B. Gaujean & Frederick Michel did witness the same sworn to before me this 11 October 1823. Benj. Clegg J. S. P.

Recorded 11. October 1823.

State of South Carolina

An Indenture of Three parts made the tenth day of October in the year of our Lord one Thousand eight hundred and twenty three between Jane Blackett of the city of Charleston in the State aforesaid of the first part and John Roche of the same place of the second part and Richard Wall of the said city of the third part.

Whereas a marriage by the permission of God was intended to be shortly had and solemnized between the said Jane Blackett and John Roche and whereas the said Jane Blackett is and stands seized of personal estate consisting of the following articles viz one side Board five looking Glasses five mahogany Tables mahogany stand two mahogany bed -

bedsteads Four feather beds with bedding appertaining to each one
 Beaurow Three trunks two pair fire dogs shawl and tongs one brass
 fender twenty five Chairs two mattresses two mahogany bason stands
 sixteen pictures six plated candlesticks one lot of glass ware on the
 side board one lot of crockery ware one lot of kitchen furniture four
 carpets one large ironing table with sundry other articles of household
 furniture and four Thousand dollars in ~~two~~ cash.

And Whereas in prospect and considerations of the said intended marriage
 the said Jane Hackett hath with the privity and consent of the said
 John Roche her intended Husband testified by his being a party to and
 his sealing and delivery of these presents transferred the above mentioned
 articles To the said Richard Wall for the purposes hereinafter mentioned
 and hath also agreed to settle and convey unto the said Richard Wall
 the above named articles of furniture and cash whereof The said Jane
 Hackett stands seized as aforesaid as also to transfer the said furni-
 ture and cash to the said Richard Wall to such uses and upon such
 terms and to and for such intents and purposes as are hereinafter mentioned
 & purposed and declared of and concerning the same. Now This Indenture
 Witnesseth That in pursuance of the said recited agreement and in
 consideration of the said intended marriage and for and in consideration
 of the sum of \$1. to the said John Roche in hand paid by the said Rich-
 ard Wall at or before the sealing and delivery of these presents The receipt whereof
 is hereby acknowledged) she the said Jane Hackett by and with the
 privity and consent of the said John Roche her intended husband testi-
 fied by his being a party to and his sealing and delivery of these presents
 hath granted bargained sold and released and confirmed and by these
 presents doth grant bargain sell release and confirm unto the said
 Richard Wall all the above mentioned articles including what not herein-
 before mentioned consisting of one dozen table spoons one dozen tea spoons
 & a soup ladle in trust for the said Jane Hackett and the said John
 Roche for himself covenant promise and agree to and with the said
 Richard Wall that he the said John Roche shall not nor will at
 any time hereafter hinder or obstruct the said Jane Hackett
 his intended wife in making such disposition direction gift or
 appointment of her said articles so assigned as aforesaid or any part
 thereof And it is further agreed that the said Richard Wall
 his heirs executors administrators and assigns shall be only charged
 with and accountable for so much of the property mentioned to be hereby
 assigned or the proceeds thereof as he shall actually receive or shall come to
 his hands or custody and with and for no more nor with nor for any part
 which shall happen so as the same happen without his default.

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1823

In witness whereof the parties have hereunto set their hands
and seals on the day and year first above written mentioned
sealed and delivered in presence of
John C Jones 3
Frederick Hall 3
Jane Baskett 1
John Roche 1
Richard Wall 1

Frederick Hall made oath that he was present and did see Jane
Baskett set her mark and affix her seal. John Roche & Richard Wall
seal and deliver the foregoing instrument of writing for the uses and
purposes therein mentioned and that he together with John C Jones
did witness the same.
Sworn to before me this 30 October 1823 Wm. Lavale Not. Pub.

Recorded 30 October 1823.

State of South Carolina.

This Indenture of three parts made on the
twenty ninth day of October in the year of our Lord one Thousand
eight hundred and twenty three, Between John Ball Laurens
of the city of Charleston in the state aforesaid of the first part.
Caroline Olivia Ball of the city and state aforesaid of the
second part; and Isaac Ball of the city and state aforesaid of the
third part. Whereas a marriage hath been agreed upon, and is
intended by divine permission to be shortly hereafter had and solemn-
ized between the said John Ball Laurens and the said Caroline
Olivia Ball. And whereas the said Caroline Olivia Ball under
the last will and testament of her late Uncle Elias Ball Esq. is now
possessed of a house and lot situate lying and being in Charleston
and state aforesaid containing eighty two feet (82) fronting East on
the Bay, one hundred and forty five feet (145) fronting South on
Hasell street eighty one feet (81) six inches adjoining west and
now or formerly of William Logan and one hundred and forty five feet
(145) adjoining North on Land of Steaman carpenter.
And whereas also the said Caroline Olivia is now possessed of two
female negro slaves named Sally and Cora under and by virtue of a
deed of gift made by her father the late John Ball sen. also of
Diana the child of said Cora also of two other female negro slaves
named Amey and Hector under and by virtue of a deed of gift
made by her Uncle Elias Ball also of a female negro child named
Phillis the offspring of said Amey also a male negro child the of-
spring of said Hector also of two negro male slaves named Harry
and Hardtimes which two last mentioned slaves Harry and
Hardtimes were purchased at the sale of the estate of John Bull sen.

492 And Whereas she is now possessed in her own right of two certificates of six per cent United States stock. That is to say one certificate for the sum of one thousand four hundred and fifty dollars (1450) also one other certificate for the sum of six hundred dollars (600) making together the sum of ~~two~~ thousand and fifty dollars which said two certificates are issued in the name of John Ball in trust for Caroline Olivia Ball And Whereas also the said Caroline Olivia under the will of her said father is entitled to one undivided part or proportion of a dwelling House and lot on East Bay street in which her said Father resided at the time of his decease and also a garden and other enclosed lots adjoining Lands of James M^r Gadsden, Thomas Horsey and Isaac Ball and Southward fronting on the street leading to ashely river Bridge. also of a certain proportion of the family of negroes residing upon the said last mentioned garden and lots at the time of the death of the said John Ball sen^r. And whereas also the said Caroline Olivia is entitled unto one seventh part of the undivided personal property mentioned and described as well hereafter as in a schedule thereof hereunto annexed and marked (N^o 1) that is to say several certificates of six per cent stocks United States stock of the eleven million loan of the year eighteen hundred and twelve To wit one certificate numbered one (N^o 1) for the sum of \$1100. ~~with~~ other certificate numbered (264) for the sum of \$2,000. ~~23 cents~~ one other certificate numbered (238) for the sum of \$²³⁷~~235~~ one other certificate numbered (302) for the sum of \$22,566.30 cents one other certificate numbered (311) for the sum of \$ 100 one other certificate numbered (312) for the sum of \$4,913.76 cents also several certificates of six per cent United States stock of the sixteen million Loan of the year eighteen hundred and thirteen that is to say one certificate numbered (244) for the sum of \$25,000 one other certificate numbered (343) for the sum of \$2,000 one other certificate numbered (379) for the sum of \$500 one other certificate numbered (408) for the sum of \$2,000 one other certificate numbered (429) for the sum of \$2,18 one other certificate numbered (432) for the sum of \$3,443.02 cents one other certificate numbered (440) for the sum of \$267.09 cents several other certificates of six per cent United States stock of the seven ~~and~~ half million Loan of the year eighteen hundred and thirteen that is to say one certificate numbered (3) for the sum of \$1,600 one other certificate numbered (6) for the sum of \$2,328.91 cents one other certificate numbered (151) for the sum of \$700 Also several other certificates of six per cent stocks

of the United States ten million Loan of the year eighteen
 hundred and fourteen That is to say one certificate numbered
 (38) for the sum of \$737.85 cents one other certificate numbered (44)
 for the sum of \$5,000 one other certificate numbered (150) for the
 sum of \$700 one other certificate numbered (162) for the like
 sum of \$700 one other certificate numbered (170) for the sum of
 \$2,641.09 cents one other certificate numbered (180) for the sum
 of \$1,728.02 cents one other certificate numbered (182) for the
 sum of \$2507.24 cents one other certificate numbered (183) for the
 sum of \$1010.10 cents also several other certificates of six per cent United
 States stocks for the six million loan of eighteen hundred and
 fourteen that is to say one certificate numbered (93) for the sum
~~of \$1,500~~ one other certificate numbered (108) for the sum of \$2,350.35
 cents one other certificate numbered (122) for the sum of \$700.35 cents
 one other certificate numbered (124) for the sum of \$3,209.03 cents
 also several other certificates of United States six per cent stocks
 of the eighteen million Loan of the year eighteen and fifteen
 That is to say one certificate numbered (5) for the sum of \$1200 one
 other certificate numbered (193) for the sum of \$2,000 one other
 certificate numbered (223) for the sum of \$698.61 cents one other
 certificate numbered (239) for the sum of \$1653.66 cents also two other
 certificates of the Treasury fund of the year eighteen hundred
 and fifteen That is to say one certificate numbered (65) for the
 sum of \$86.24 cents one other certificate numbered (69) for the
 sum of \$5000. Also two other certificates of United States stocks
 Treasury note funds of 1815 at seven per cent That is to say one
 certificate numbered (53) for the sum of \$4000 one other certificate
 numbered (60) for the sum of \$153 also one other certificate numbered
 (1) of the five per cent stock of one Million issued in the year eighteen
 hundred and twenty that is to say one certificate for the sum of
 \$50,000 And whereas also the said Caroline Olivia is entitled
 unto one undivided seventh part or proportion of the stocks bequeath
 by her father will to the support of his children by the last wife
 so soon as she the said Caroline Olivia shall be married. The
 said stock so bequeathed consisting of six per cent stocks of the
 United States That is to say one certificate numbered (14) for the
 sum of \$1028.90 cents of the ten million Loan of the year Eighteen
 hundred and fourteen, one other certificate numbered (10) for the
 sum of \$7000 of the six million Loan of the year Eighteen hun-
 dred and fourteen one other certificate numbered (77) for the
 sum of \$19,000 of the eighteen million Loan of the year Eighteen

hundred and fifteen one other certificate numbered (82) for the
 sum of \$ 2,000 of the aforesaid last mentioned Loan also one
 hundred and twenty four shares of the Bank of the South Caro-
 lina, also seventeen shares in the state Bank And Whereas
 also the said Caroline Olivia is entitled unto a certain undivi-
 ded proportion in certain Bonds more particularly described in
 a schedule thereof hereunto annexed and marked (N^o. 2) on
 which Bonds several payments have at different periods been
 respectively made and the Ballance due thereon with interest
 calculated on the same up to the thirtieth day of October in the
 year of our Lords one Thousand eight hundred and twenty three
 amounts to the sum of eighty eight Thousand two hundred and
 eighty eight Dollars (88,288) forty nine cents And Whereas upon
 the treaty of the said intended marriage it was agreed that the
 above mentioned negroes Sally Cora Diana Arney Phillis
 Hester Journey Harry and Hardtimes should be respectively
 transferred and assigned to and vested in the said Isaac Ball
 his executors administrators and assigns upon the several trusts
 and for the several intents and purposes hereinafter expressed
 and declared of and concerning the same and it was also
 upon the said marriage treaty agreed that the share or pro-
 portion of the said Caroline Olivia whenever the same should
 be ascertained in the six percent stocks Bank stocks five percent
 and seven percent stocks herein before just above specified and
 mentioned and contained in the schedule hereunto annexed
 and marked (N^o. 1) Also in the bonds hereinafter mentioned and
 specified and contained in the schedule hereunto annexed and
 marked (N^o. 2) should be respectively transferred and assigned
 to and vested in the said Isaac Ball his executors adminis-
 trators and assigns upon the several trusts and for the several
 intents and purposes hereinafter expressed and declared of
 concerning the same and it was also agreed upon the said
 marriage treaty that the house and Lot corner of East Bay
 and Hazell street devised by Elias Ball to said Caroline
 Olivia also the share and proportion of the said Caroline
 Olivia in and to the dwelling House on East Bay and the
 garden and Lots with the negroes mentioned in her fathers will
 to be divided among his daughters and also all the estate
 right title property Interest claims demands and benefit which
 she the said Caroline Olivia is seized possessed of or entitled to
 in and out of the estate both real and personal of her deceased

father the said John Ball sen^r and also all the estate
of whatever nature or kind the same may be of which the
said Caroline Olivia is now seized or possessed of or entitled
unto or which hereafter she may be interested in and entitled
unto by descent distribution gift devise bequest or otherwise
should be respectively conveyed assigned transferred and
set over unto the said Isaac Ball his heirs executors adminis-
trators and assigns upon the several trusts and for the several
interests and purposes herein after expressed and declared of
and concerning the same.

Now This Indenture Witnesseth that in pursuance and part
performance of the said recited agreement and in consideration
of the sum of ten shillings of Lawful money to each of them the
said John Ball Laurens and Caroline Olivia Ball in hand
paid by the said Isaac Ball at and before the sealing and
delivery of these presents (the receipt whereof is hereby acknowledged)
she the said Caroline Olivia Ball with the privity and consent
of the said John Ball Laurens her intended husband
testified by his being a party to and sealing and delivery of
these presents hath bargained sold assigned transferred and
set over and by these presents doth bargain sell assign trans-
fer and set over unto the said Isaac Ball his heirs executors
administrators and assigns all the before above mentioned negroes
Sally Cora Diana Amey Phillis Fester Journey Harry and
Hardtimes also the above mentioned House and lot at the corner of
east Bay and Hasell street with the portion and share in the
dwelling house and garden and lots and family of negroes bequeathed
in the will of her father John Ball sen^r Also all and every part
of the undivided share or proportion of her the said Caroline Olivia
in and to and out of all and singular the personal Estate mentioned
and described as well above as in a schedule thereof hereunto an-
nexed and marked N^o. 1. also in the Bonds more particularly
described in this schedule marked N^o. 2. and also all and
singular, the estate Right Title interest property claim or
demand whatsoever which she the said Caroline Olivia Ball
is now seized possessed of or is entitled unto in to or out of the
estate both real and personal of John Ball sen^r Late of Charles-
ton Coquine deceased and also all and singular her the said
Caroline Olivia Ball estate of whatever nature or kind so ever
not herein before specifically enumerated and set forth together

with all the right title and interest whatsoever of her the said Caroline Olivia Ball in and to the aforesaid premises and every part and parcel thereof To have and to hold all and singular the premises herein before mentioned and intended to be hereby granted transferred and released unto the said Isaac Ball his executors heirs administrators and assigns In trust nevertheless to go and upon the several instructions, intents, and purposes, and subject to the several provisions, powers, limitations and agreements herein after mentioned limited expressed and declared of and concerning the same. That is to say In trust to and for the use and behoof of the said Caroline Olivia Ball and her heirs until the solemnization of the said intended marriage, and from immediately after the solemnization thereof In Trust that the said Isaac Ball his heirs executors administrators and assigns during the joint lives of the said John Ball Laurens and Caroline Olivia Ball his intended wife shall and do permit and suffer or else sufficiently authorize and empower the said John Ball Laurens to receive and take all the interest profits and produce to arise be had or made of all and singular the premises herein before mentioned and intended to be hereby granted transferred and released for purpose of maintaining the said Caroline Olivia Ball and her Children in such manner as he in his discretion shall see fit without being accountable to them or any of them for the same but not to be subject to ~~any~~ the debts contracts or engagements of the said John Ball Laurens, and from and after the death of the said John Ball Laurens should he die before the Caroline Olivia Ball and then should be issue of the said marriage then in trust that the said trustee shall hold the ^{same} property both real and personal In Trust for the sole and separate use of the said Caroline Olivia Ball during her natural life, and from and after her death in trust for the child or children of the said marriage and the child or children of any future marriage of her the said Caroline Olivia Ball and the issue of such child or Children of the said intended and any future marriage of the said Caroline Olivia Ball, and if there should be no child or children of the said intended marriage and no issue of any child or children of the said marriage then in trust to and for the sole separate and peculiar use benefit and behoof of the

said Caroline Olivia Ball her heirs executors administrators and assigns forever free and discharged from any further trust and in case the said Caroline Olivia Ball should die leaving the said John Ball Laurens with issue of the said marriage then in trust for the use of the said John during his natural life and after his death in trust for the use of the child or children of the said marriage and the issue of such child or children, but should the said Caroline Olivia die leaving the said John without any issue of the said marriage then and in that case in trust and for the sole separate and peculiar use benefit and behoof of the said John Ball Laurens his heirs executors administrators and assigns forever free and discharged from any further trust.

Provided also and it is hereby agreed and declared that it shall and may be lawful to and for the said Isaac Ball his heirs executors administrators and assigns at any time after the said marriage with the consent of the said Caroline Olivia Ball and John Ball Laurens or the survivor of them to sell transfer and dispose of the said real and personal estate herein granted and assigned or any part thereof and with such consent to lay out and invest the money arising from such sale in the names of the said

Isaac Ball his heirs executors administrators and assigns in lands negroes or any other property and to take seized possession of and interest in such lands and negroes or other property and the increase thereof on the same trusts as are herein before expressed and declared of and concerning the said real and personal estate giving granted and assigned unto the said trustee And this indenture further witnesseth that the said Caroline Olivia Ball and John Ball Laurens do and each of them doth make nominate and appoint and in their place and stead put the said Isaac Ball his heirs executors administrators and assigns their true and lawful attorney for and in the name and names of them the said John Ball Laurens and Caroline Olivia Ball and each of them (But upon the trusts herein before mentioned concerning the same) to ask demand receive and take of and from the executors of the last will and testament of the father of the said Caroline Olivia and each of them and from all and

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every other person ^{or persons} that is or are or shall or may be able to pay or deliver or convey the same all such property real and personal as she the said Caroline Olivia Ball being entitled to under her father will or in and by any other mode or manner hath hereby assigned and every part thereof respectively on the receipt or taking thereof respectively or any part thereof respectively for & in the names of them the said Caroline Olivia and John Ball Laurens and each of them or in the name of him the said Isaac Ball his executor administrators or assignee to give sign and execute any receipts or receipts acquittance or acquittances release or releases or any other effectual discharge or discharges for the same and generally to do execute and perform any other act deed matter or thing whatsoever relative to the receipt or recovery of the said property real and personal hereby granted and assigned and every or any part thereof respectively as fully and absolutely to all intents and purposes whatsoever as they the said John and Caroline or either of them might or could do in either of their proper persons or person.

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

signed sealed and delivered in the presence of
 John Ball Laurens (S)
 Caroline Olivia Ball (S)
 Isaac Ball (S)
 Maurice Simons
 Frederick Laurens.

^{South Carolina}
 Maurice Simons made oath that he was present and did see Caroline Olivia Ball John Ball Laurens and Isaac Ball sign seal and as their act and deed deliver the foregoing Instrument of writing to and for the uses and purposes therein mentioned and that he together with Frederick Laurens witnessed the due execution of the same.

Sworn to before me this 1st November 1823 Wm. Loyal Not. Pub.
 Recorded 1. November 1823.

Schedule N^o 2.

Amount of bonds due the estate of John Ball interest to 30 October 1828

Isaac Ball	25,124.05
Ed Bennett & Joseph Bennett	3,795.27
Charles T Brown W ^m S Smith and Thomas Smith Junr	16,691.66
J C Condu & W H Wilson	175.78
John Ball	4,373.72
Joseph Chandler & Samuel Dubose	879.99
H. S. Chalmers and Sophia Chalmers	255.28
Henric Crafts John Robertson G C Clithral and W ^m Crafts 2 bds	2,304.83
W ^m M Hayward and Nathaniel Hayward	4,068.86
James S. Hays & G Merick	214.55
Henry M Holmes & W ^m H Holmes	512.34
John W Pawley & Joseph Allston senr	458.97
John C Pringleau	2,641.98
Thos Pinckney Junr & C C Pinckney Junr	8,335.24
Joseph Reid and John Robinsons 2 bonds	3,716.32
Joseph Allston senr & J P. Labree	2,886.92
Thos C Scriven R B. Scriven and Francis Satter	306.09
Fredrick Touchstone and Baym ^r Smith	741.74
J West & John E Borneau	473.16
Keating Simons	3,140.99
Moses Moses and Solomon Cohen 2 bds	1,358.19
J Reed & John Fraser	2,999.49
George Edwards and John Fraser	2,215.67
Joseph Hasket and James Hasket (in suit)	711.40
one seventh is \$12.612.64. —	\$ 88,288.49

The three bonds were lost in the iron chest of Keating Simons and sons when stolen from their counting house in May 1821 and have never been found. I hold the mortgages and no objection has been made to the claim
 Recorded 1. November 1823.

This Indenture Tripartite made the second of April in the year of our Lord one Thousand eight hundred and eighteen between Lydia Snow of the city of Charleston and state aforesaid of the first part Robert Keown of the same city and state aforesaid of the second part and Jervis Henry Stevens of the same city and state aforesaid of the third part: Whereas a Marriage is intended by divine permission to be had and solemnized between the said Lydia Snow and the said Robert Keown And whereas the said Lydia Snow is now possessed and entitled in her own right to her and her heirs forever of the following property To wit: All that house and lot of Land situate lying and being in society street in the city of Charleston and State aforesaid containing one hundred and ten feet in depth and twenty six and a half in front or thereabouts sitting and bounding as follows (To wit) on the west by property of John Millar on the east by a lot of John Brown Chambers out the south by property of Francis Bremer and Elizabeth Tulliton and on the north by society street. Together with all and singular the following Negroes slaves and their issue (To wit) Rogus Grace and her children Maggy Bob and Amy Beck and her children Mary Andrew and Missus Mary Ann Penny and her son John Sarah Sally and her children Betsy and Lydia also the sum of one thousand dollars in the six percent stock of the United States

And Whereas in prospect and consideration of the said intended marriage it is hereby concluded and agreed by and between them the said Lydia Snow and Robert Keown that the said Lydia Snow shall grant bargain sell transfer and make over the said house and lot of Land above mentioned situated in society street aforesaid and sitting and bounding as aforesaid together with all and singular the said Negro slaves aforesaid with all their future issue and increase and also the said sum of one thousand dollars of six per cent stock of the United States as aforesaid unto the said Jervis Henry Stevens

his executor administrator and assigns in such manner and form and for such uses intents and purposes as are herein after limited appointed and expressed and to and for no other intent and purpose whatsoever Now for making the said agreement effectual in the law and also for and in consideration of the sum of five dollars in hand paid by the said Jervis Henry Stevens to her the said Lydia Snow at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Lydia Snow by and with the consent privacy approbation and agreement of the said Robert Keown testified by his being made a party to and signing sealing and delivering these presents