

201. Purchased Together with the Negroes and personal property  
above mentioned and the income thereof to hold in trust  
to receive and pay over the profits to the following uses & pur-  
poses, that is to the use of the said Edward and Ann during  
their joint lives. Should the said Ann die leaving the said  
Edward and without leaving issue of this Marriage, then one  
moiety of the said profits at her death to rest in the said  
Edward, and the other half to go to Miss Mary Sherman  
Should the said Ann die leaving issue of this Marriage, then  
the whole of the property hereby settled to be for the use  
of such issue as joint tenants; but should all of such issue die  
before reaching to twenty One Years or marriage, then the pro-  
perty to be divided as above, provided in case of no issue  
left. Should the said Ann survive the said Edward the  
property to remain to her use, and at his disposal as fully as  
it is at present. And the said Edward and Ann do bind them-  
selves jointly and severally to consent to and join in all such mea-  
sures and applications judicial or otherwise which may be deemed  
 requisite to effect a conveyance of the above Land or to carry  
 into accomplishment any of the provisions of this deed, and  
 they do hereby authorize the said John to take all such  
 measures and make all such applications and they do  
 hereby ratify the same. The property above settled is to be  
 in no sort liable to the debts or contracts of the said Edward  
 or any future husband of the said Miss Ann Sherman. In  
 Testimony whereof we do hereunto affix our hands & seals  
 the 24th day and Year above written Anne Sherman (Seal), Edward  
 C. Pritchard (Seal), John W. M. Juniors (Seal). Before us this  
 word being first inserted on first page Wm. R. Scott, Not. J. Perry  
 The State of South Carolina Beaufort District, Parish of St. Johns  
 Personally appeared before me William R. Scott and made Oath  
 that he saw the within named Anne Sherman, Edward C. Pritchard  
 and John W. M. Juniors seal sign and as their act and deed,  
 deliver the within written deed and that he with Thomas Perry  
 witnessed the execution thereof soon to before me this 1st  
 day of August 1829. David Turnant (Seal) (Wm. R. Scott  
 Required Officer Beaufort District. I hereby certify that the  
 within Deed is duly recorded in this office in Book 111 p. 10-  
 Pages 31 & 31. this day of October A. D. 1829. Examined A. Archer  
 Required C. C. D. Recorded this 24 October 1829.

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202. State of South Carolina

This Indenture made the Twentieth  
Eighth day of October, in the Year of our Lord One Thousand &  
Eight Hundred and Twenty Nine, Between Edward C. Mortimer  
Physician, Miss Sarah M. Inglis, and Alexander Inglis,  
Isaac M. Campbell and William Sane All of the City  
of Charleston in the said State Whereas a Marriage by Gods  
Permission is shortly intended to be had and solemnized, between  
the said Edward C. Mortimer of the first part, and the  
said Sarah M. Inglis of the second part; and Whereas  
upon the treaty of and previous to the said intended Mar-  
riage, it hath been agreed upon by and between the said  
Edward C. Mortimer and Sarah M. Inglis, that all the prop-  
erty which the said Sarah M. Inglis is possessed of or entitled  
to, and all which may be hereafter acquired by her in any man-  
ner whatsoever, should be conveyed and assigned to Trustees  
in whom the said Alexander Inglis, Isaac M. Campbell and  
William Sane as Trustees, for the several uses intents  
and purposes hereinafter mentioned and declared of and con-  
cerning the same; Now This Indenture Witnesseth that in pur-  
suance of the said Agreement, and in consideration of  
the said intended Marriage and also of Five Dollars  
to the said Sarah M. Inglis by them paid, she the said  
Sarah M. Inglis by and with the privity and consent of  
the said Edward C. Mortimer her intended husband  
testified by his being a party to and executing these pre-  
sents hath granted bargained and sold and by these presents  
Doth grant bargain vend and in plain and open mar-  
ket deliver unto the said Alexander Inglis Isaac M. Camp-  
bell and William Sane All the right, title and interest of  
the said Sarah M. Inglis of in and to the following negro  
slaves as yet undivided between her and her brother the said  
Alexander Inglis, that is to say, Delia, Venus, Mary, Peggy,  
Caroline, July, Delia, James, Harriett, Tom, Mary, Miriam,  
Peter, Patty, Jenah, Maria, Caesar, Ned, Amy, Billy, Joe,  
Patty, Hannah, Bess, Jack, Hester, Affy, Cyrus, Caesar,  
Lucy, Caesar and Dick being thirty two in Number together  
with the future issue and increase of the females of them  
and also all the property of whatsoever description which may  
be hereafter acquired by the said Sarah M. in any manner  
howsoever To Have and to Hold all and singular the right title

and interest of the said Sarah M Inglis of and w<sup>th</sup> to the said  
 thirty two named Negro Slaves with the future issue and  
 increase of the females of them and all the other property  
 which may hereafter be acquired by her as aforesaid, unto them the  
 said Alexander Inglis, Isaac M. Campbell and William Sance, and  
 the survivors and survivor of them, and the heirs Executors and  
 Administrators of such survivor In Trust nevertheless and bound  
 for the several uses intents and purposes herein and hereby im-  
 tended to be made limited and declared of and concerning  
 the same; that is to say, for the sole use and behoof of the said  
 Sarah M Inglis as in her present Estate until the said intended  
 Marriage shall take effect, and from and immediately after  
 the Solemnization thereof - In Trust for the use benefit  
 and behoof of the said Edward C Mortimer and Sarah M  
 Inglis during their joint lives freed and discharged however from  
 the payment of any debts of the said Edward C Mortimer  
 and not to be subject or liable for the same in any manner  
 whatever; and from and after the death of the said Sarah  
 M Inglis (should she die first) then in Trust for such person  
 or persons and subject and under such further and other uses  
 and limitations as the said Sarah M Inglis by her last Will  
 and Testament shall direct and appoint, which said Will and  
 Testament the said Edward C Mortimer hereby covenants &  
 agrees that the said Sarah M. Inglis shall at all times  
 during her coverture have free and absolute power and  
 liberty to make and execute; and for want of such will & Testa-  
 ment then after the death of the said Sarah M. In trust  
 to be equally divided share and share alike (Between the  
 said Edward C Mortimer and the Child or Children of such marri-  
 age then their heirs Executors and Administrators, and should there  
 be no Child or Children or the issue of such Child or Children  
 living at the death of the said Sarah M Inglis, then In trust  
 as to one moiety or half part of the said property for the  
 sole and separate use and behoof of the said Edward  
 C Mortimer his heirs Executors and Administrators, and as  
 to the other moiety or half part to divide the same equally  
 among the next of kin of the said Sarah M Inglis, But  
 should the said Sarah M Inglis survive the said Edw  
 C Mortimer, then as to the whole of the property hereby intended  
 to be conveyed assigned and settled In Trust for her sole and  
 separate use and behoof and her heirs Executors & Administrators  
 In Witness Whereof the said Parties to these Presents

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24 hereunto interchangeably, set their hands and seals this day and their full  
above written Sarah M. Inglis (Seal) Edward C. Mortimer (Seal)  
Alexander Inglis (Seal) J. M. Campbell (Seal) Wm. Lance (Seal) signed  
sealed and delivered in the presence of Ann Soughton Campbell  
Geo. H. Inglis - The State of South Carolina Charleston District  
Personally appeared before me Geo. H. Inglis and made Oath that  
he saw Sarah M. Inglis, Edward C. Mortimer, Alexander Inglis & J. M.  
Campbell and William Lance sign and seal this instrument of  
writing for the uses and purposes therein mentioned and that he  
with Ann Soughton Campbell witnessed the same sworn to be  
fore me this 2nd Day of November A. D. 1829. John Ward N. P.  
Recorded and Examined this 2nd November 1829 -

The State of South Carolina ✓

This Indenture made this second day of  
November in the Year of our Lord One Thousand Eight Hundred and  
Twenty Nine Between Eliza Brennan of the City of Charleston in the  
State aforesaid, of the one part, Edwin Bowen Coarstreet of  
in the State aforesaid, of the second part, and James Little of Charle-  
ston in the State aforesaid of the third part, Whereas a Marriage  
Contract has been agreed upon and is intended to be shortly hereafter had  
and solemnized by Divine Permission Between the said Edwin  
Bowen Coarstreet and the said Eliza Brennan - And Whereas the  
said Eliza Brennan is seized and possessed of a certain tract of land  
containing One Hundred and sixty Acres more or less, Also a tract  
of land containing Eighty Acres more or less, both of which tracts  
of land are situate in Florida near Tallahassee and of the following  
negro Slaves, that is to say, Tom, Bob, Pompey, John, Morris, Margaret  
and Rebecca and John Also of sundry Articles of Household and  
Kitchen furniture specified and mentioned in a Schedule thereof  
hereunto annexed and Marked A, Also of a certain Bond or  
obligation of James Harper and William W. Harper bearing  
date the nineteenth day of January Eighteen Hundred and  
Twenty Eight in the penal sum of Two Thousand Dollars  
conditioned for the payment of the full and just sum  
of Two Thousand Dollars with lawful interest thereon  
from the date thereof Also of a certain other Bond or obligation  
of A. C. Miller bearing date the twenty seventh day of October  
in the Year of our Lord One Thousand Eight Hundred and twenty nine  
in the penal sum of Two Thousand Dollars, conditioned for the  
payment of the full and just sum of One Thousand Dollars  
with legal interest thereon from the date thereof and Also

205. the sum of three thousand Dollars in money; and whereas  
upon the treaty of the said <sup>intended</sup> Marriage it was agreed that all  
the property of which the said Eliza Brennan is now seized  
and possessed should be respectably conveyed, transferred, and  
assigned to and vested in the said James Little his heirs 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 whereas it was also agreed  
on the said Marriage Treaty that the said Eliza Brennan  
should have full power and perfect authority to invest the said  
sum of three thousand Dollars in money, and all and every  
sum and sums of money received on account of the aforesaid  
Bonds or obligations herebefore in part recited in the purchase  
of negro Slaves, or of such other property as she may deem  
most advantageous and beneficial whether the same shall  
be purchased prior to the solemnization of the said intended  
Marriage or afterwards, which property so purchased shall be  
deemed, taken and construed, to all intents and purposes what-  
soever whatsoever as subject and liable to all and singular the  
uses Trusts and purposes hereinafter mentioned and declared  
in as full and ample manner as if the said purchased property  
had been specifically designated and stated in these presents, Now  
this Indenture Witnesseth that in pursuance and in part perform-  
ance of the said recited agreement, and in consideration of the  
said intended Marriage - And also in consideration of the sum of  
five Dollars to each of them, the said Edwin Bowen Overstreet  
and Eliza Brennan in hand paid by the said James Little and  
before the sealing and delivery of these presents the receipt  
whereof is hereby acknowledged, she the said Eliza Brennan  
with the privity and consent of the said Edwin Bowen Over-  
street, her intended husband, testified by his being a party to  
and sealing and delivering these presents hath granted bargained  
sold assigned transferred and set over and by these Presents  
doth grant bargain sell assign transfer and set over unto the said  
James Little his heirs Executors Administrators and assigns  
All that tract of Land situate in Florida near Tallahassee  
in Section Number Twenty Nine Township Number Two  
containing One Hundred and sixty Acres more or less, Also  
all that other tract of Land situate in Florida near Tallahassee  
in the Section and Township aforesaid containing Eighty  
Acres, more or less, also the following negroes that is to  
say Tom, Bob, Pompey, John, Morris, Margaret and Phoebe

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200. and John, Also all and singular the House hold and Kitchen furni-  
ture specified and mentioned in a Schedule thereof hereto an-  
nexed and marked A. Also the aforesaid in part recited two  
Bonds of James and William W. Harper and A. S. Miller, and also  
the said Sum of Three Thousand Dollars. To Have and to  
Hold all and singular the said premises hereinbefore mentioned  
and intended to be hereby granted, released and transferred, together  
with the future issue and increase of the females of the said Slave  
unto the said James Little his heirs Executors administrators  
and assigns In Trust nevertheless to and for the several uses  
intents and purposes herein after mentioned and declared  
of and concerning the same, that is to say, In Trust to and for  
the use of the said Eliza Brennan her heirs Executors admi-  
nistrators and assigns until the said intended Marriage  
shall be had and solemnized and for and in respect  
to the said Sum of Three Thousand Dollars and all and  
any sum and sums of Money to be received & collected  
from the said in part recited two Bonds to authorize, per-  
mit and suffer the said Eliza Brennan to invest the same  
in the purchase of negro Slaves or such other property as she  
may deem proper to be securely transferred and conveyed  
to the said James Little his heirs Executors Administrators and  
assigns subject and liable to all the uses Trusts and purposes herein  
after mentioned and declared; and from and after the solemn-  
ization of the said intended Marriage then in Trust for the  
use and benefit of the said Edwin Bowen Overstreet and  
Eliza Brennan during their joint lives, but not to be subject in  
any manner or way whatsoever to the debts contracts or engagements  
of the said Edwin Bowen Overstreet and from and after the death  
of the said Eliza Brennan should she die before the said Edwin  
Bowen Overstreet then in Trust to and for such person or persons  
in such parts, shares or proportions and upon such conditions  
manner and form as the said Eliza Brennan notwithstanding  
her intended coverture by her last Will and Testament in  
Writing duly executed shall give direct limit or appoint  
the same, (which Will and Testament she the said Eliza Brennan  
is hereby and by the said Edwin Bowen Overstreet her intended  
Husband enabled and empowered to make) and in default of  
such direction and appointment then in Trust from and  
after the death of the said Eliza Brennan as to one moiety or  
equal half part of all and singular the said premises and  
for the sole use benefit and behoof of the said Edwin Bowen

207 Overstreet his Executors Administrators and assigns forever  
And as to the Other Moiety or equal Half-part to and for the  
use and benefit of such Child or Children grand Children or  
Children issue of the said intended Marriage or of her for-  
mer marriage excepting Richard Brennan and Matthew  
Brennan who of their own free Will and accord have declared  
to take any portion or share of the premises hereby assign-  
ed and transferred, as the said Eliza Brennan shall have  
living at her death, his her or their heirs Executors & Admini-  
strators to be equally divided between them share & share  
alike such grand Children standing in their parents stead  
and taking between them only their parents share, But  
in case the said Edwin Bowen Overstreet should die before  
the said Eliza Brennan then in Trust to and for the sole  
separate and peculiar use benefit and behoof of the said  
Eliza Brennan her heirs Executors administrators and assigns  
forever. Provided always Nevertheless that in case it should  
hereafter appear to the said Edwin Bowen Overstreet and  
Eliza Brennan during their joint lives and the said James Little  
that the whole or any part of the premises hereinbefore  
mentioned & intended to be hereby granted transferred and  
released should be sold and disposed of and the proceeds thereof  
invested in the purchase of any other property real or personal or both  
then and in such case it shall and may be lawful to and for the said  
Edwin Bowen Overstreet and Eliza Brennan by their deed properly exe-  
cuted in the presence of two or more credible Witnesses to revoke and  
make void all and every use and uses here to fore limited of or con-  
cerning the premises hereinbefore mentioned and intended to  
be hereby granted transferred and released or any part or par-  
cel thereof and to limit and declare any new use or uses of or  
concerning the same to as upon and at the time of making  
such revocation and limiting any new use or uses of or concern-  
ing the said premises, or as soon thereafter as can be conveniently  
done the monies or proceeds arising from the sale or disposal  
of the said premises be vested by the said parties in the purchase  
of any other property real or personal or both, and the same well  
and sufficiently conveyed and transferred unto the said James  
Little his heirs Executors Administrators and assigns in Trust  
Nevertheless to and for the same uses and purposes as those  
already expressed Provided Also Nevertheless that the same  
power subject to the same condition is hereby given to the  
parties from time to time as they may think it most advantageous

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to revoke the use and uses of the whole or any part of any property  
 required by the Sale or disposal of the aforesaid premises or any part  
 thereof either immediately or remotely and to appoint any new use  
 or uses thereof And provided also that it shall be lawful to and for  
 the said Edwin Bowen Overstreet and Eliza Brennan to remove all  
 and singular the property hereby conveyed and transferred to any  
 other State or Territory on signifying their desire in Writing to  
 the said James Little to that effect and the said Trustee or his  
 Estate shall not be liable or in any way responsible for any con-  
 sequences of the removal of the said property And this Enders-  
 here further Witnesseth that the said Edwin Bowen Overstreet  
 in consideration of the said intended Marriage and for the  
 other considerations above mentioned Doth hereby for himself  
 his Heirs Executors and Administrators covenant promise  
 and agree to and with the said James Little his Heirs Executors  
 Administrators and assigns in manner following that is to  
 say that he the said Edwin Bowen Overstreet his Heirs  
 Executors and Administrators shall and will from time to time  
 and at all times hereafter join and concur to and with the  
 said Eliza Brennan his intended Wife in all such further and  
 other acts deeds assignments and assurances in the Law, as by  
 the counsel of the said Eliza Brennan shall be advised or  
 deemed necessary for the more effectually assigning settling  
 and assigning all and singular the premises herein before mention-  
 ed and intended to be hereby conveyed released and transferred  
 and in particular all such property real or personal or both as  
 shall be purchased with the said Three thousand Dollars and  
 the moneys which may be collected and received on account of  
 the aforesaid in part, vested two bonds unto the said James Little  
 his Heirs Executors administrators and assigns In Trust nevertheless  
 to and for the uses intents and purposes herein before limited de-  
 clared and expressed: - And further that for and notwithstanding  
 any act matter or thing whatsoever by him the said Edwin Bowen  
 Overstreet to be had made committed, executed suffered or executed  
 unto, it shall and may be lawful to and for the said Eliza Brennan  
 his intended Wife at any time or times during her coverture and  
 at all times to make such Will and Testament in manner as  
 aforesaid, and thereby give direct limit appoint and dispose of  
 all and singular the premises before mentioned and intended  
 to be hereby conveyed transferred or any part to such person  
 and persons and to and for such use and uses trusts intents and  
 purposes and in such manner and form as she the said Eliza

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Notwithstanding her intended Coverture shall at any time think fit, and that he the said Edwin Bowen Overtstreet his heirs Executors and Administrators and all and every other person or persons whomsoever claiming by from or under him or them shall not question contravert obstruct or hinder such disposition of her the said Eliza Brennan his intended wife of and in the said respective premises as to be by her given and disposed as aforesaid, and further that all and all manner of such gifts and dispositions whatsoever to be by her the said Eliza Brennan is made and done of the said premises and every part thereof shall be at all times as good and effectual in Law as if the said Edwin Bowen Overtstreet had himself joined in the same with the said Eliza Brennan, or as if she were a feme sole In Witness Whereof the Parties to these Presents have hereunto set their hands and seals the day and year first above written E. B. Overtstreet (S) Eliza Brennan (S) James Little (S) signed sealed and delivered in the presence of an express provision for the removal of the said property from the State to any other state or territory being first interlined between the twelfth and thirteenth lines of the seventh sheet and the name John interlined James Little Ann Fox, Octavious Brennan State of South Carolina Ann Fox being duly sworn, maketh oath that she was present and saw Eliza Brennan, E. B. Overtstreet and James Little sign and seal and as their act and deed deliver the within Instrument of Writing and that she and O. Brennan signed their names as witnesses to the said Execution thereof Sworn to before me this 14th November 1829 1829 Robt. Penhain N.P. & 20. Ann Fox - Schedule A. referred to in the deed, All and singular the Household and Kitchen furniture of the said Eliza Brennan now remaining and being at her residence on the South side of George Street in the City of Charleston aforesaid consisting partly of one side Board, Cook Case and a lot of Books Dinner, Card and Tea tables, Carpets dressing tables, Pier and Chimney Clocks, Dining room & Chamber chairs, Wardrobes, chests of drawers bedsteads featherbeds, Mattresses & bed clothes, Bed and Window curtains and Cornices, Fire Irons Shovel and tongs and fenders table and Tea China and other articles of Crockery, glass ware, bed and table Castors and sundry articles of Kitchen furniture &c. Recorded and Examined this 10th day of November 1829

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The State of South Carolina.

This Indenture Tripartite

duly made this Seventeenth day of November in the Year of our Lord One Thousand Eight Hundred and twenty Nine; Between Thomas Petigru, Lieutenant in the Navy of the United States, of the first Part; Mary Ann La Bruce of the second Part and Benjamin Allston, James Petigru and John W Chesborough of the third part Witnesseth

Whereas a Marriage hath been agreed upon and intended by Divine Permission to be shortly hereafter had and Solemnized between the said Thomas Petigru and the said Mary Ann La Bruce; And Whereas the said Mary Ann La Bruce is in her own right seized and possessed of the Two Plantations and Tracts of Land with the negro Slaves hereinafter more particularly set forth and described, And Whereas upon the treaty of the said intended marriage it was agreed that the aforesaid real and personal property of the said Mary Ann La Bruce (as hereinafter more particularly specified) should be conveyed and transferred unto the said Benjamin Allston, James L. Petigru and John W Chesborough and the survivor of them, his heirs Executors and Administrators upon the Trusts and for the intents and purposes hereinafter expressed of and concerning the same - Now This Indenture Witnesseth that in consideration of the said intended Marriage and in pursuance and performance of the said hereinbefore mentioned agreement and in consideration of the sum of one dollar to her the said Mary Ann La Bruce well and truly paid by the said Benjamin Allston, James L. Petigru and John W Chesborough and for divers other good causes and valuable considerations, she the said Mary Ann La Bruce with the consent and approbation of the said Thomas Petigru (testified by his being a party to the signing sealing and delivery of these presents) hath granted, bargained, sold and released, and by these presents doth grant bargain, sell and release unto the said Benjamin Allston, James L. Petigru and John W Chesborough All that certain plantation or Tract of Land lying and being in the Parish of "All Saints" (on Waccamaw Neck) in the State aforesaid; called "Grover Hill" and containing and Cutting and Bounding on the North West by Waccamaw River, on the North East by Land of John A Allston on the South East by

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of Joseph P. M. La Bruce  
 Plantation or Tract of Land lying and being on Sandy Island  
 in Georgetown District and State aforesaid containing  
 called Basell Hill — and Putting and Bounding  
 South East by Land of A. M. Belm North West by Land of  
 Estate of John M. Taylor, West and South West by Wando River  
 Creek Also, Two Tracts of Land on the Sea Shore (waccamaw  
 Neck, and Arrow and lot in Georgetown All which aforesaid tracts  
 of Land are again set forth and more particularly described in  
 the annexed Schedule — And also for the considerations aforesaid  
 the said Mary Ann La Bruce hath bargained sold and  
 delivered, and by these Presents doth bargain sell and deliver  
 unto the said Benjamin Allston, James S. Petigru and John  
 W. Cheesborough, One Hundred and Eleven Slaves, whose  
 Names are given and particularly recited in the annexed Schedule  
 duly executed with these Presents to have and to hold, the above  
 mentioned Two Plantations or Tracts of Land, together with all  
 and singular the rights members hereditaments and appurtenan-  
 ces thereunto belonging, and also the aforesaid One Hundred and  
 Slaves with the future issue and increase of the females  
 unto the said Benjamin Allston, James S. Petigru and John W.  
 Cheesborough, and the survivors and survivor of them, their  
 heirs Executors administrators and assigns forever In Trust  
 nevertheless to and for the uses intents and purposes hereinafter  
 expressed of and concerning the same — that is to say in Trust  
 to and for the use and behoof of the said Mary Ann La Bruce her heirs  
 Executors and Administrators until the Solemnizing of the said  
 intended Marriage and from and immediately after the Solemniza-  
 tion thereof In Trust to permit and suffer the said Thomas Petigru  
 and Mary Ann his wife, to hold, possess and use the said property  
 and all the interests and profits thereof, to and for their joint bene-  
 fit and behoof during their joint lives, and after the death of one  
 of them then in Trust for the sole benefit and behoof of the sur-  
 vivor during his or her natural life — and from and immediately  
 after the death of such survivor Upon the further trust to convey  
 transfer and deliver the aforesaid property to the Child or Children  
 (standing as tenants in common in equal portions) grand Child or  
 grand Children (taking in representation of their respective  
 parents) the issue of the said intended marriage; to them  
 and their respective heirs Executors Administrators and  
 assigns freed and discharged of all further and other trusts  
 But in case of the death of one of the aforesaid parties

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212 without issue of said Marriage, then (with the special exception  
of Grove Hill Plantation which is expressly provided for in the  
covenant hereinafter inserted) in trust, to convey, transfer and  
deliver, the aforesaid property to the survivor his or her heirs  
Executors Administrators and assigns, freed of all further trust  
or limitation - and as to the said Plantation called Grove Hill  
it is hereby expressly covenanted and agreed that the said Mary  
Ann LaBruce, notwithstanding her intended coverture, and  
freed from the control of any of the limitations and provisions  
hereinbefore recited, shall have full power and authority by  
any Deed (to take effect after her decease) duly executed in  
the presence of two Witnesses; or by her last Will executed ac-  
cording to Law, to convey or devise, limit, direct and appoint  
the said Plantation or tract of Land called Grove Hill  
to such person or persons and for such Estate or Estates  
and for such uses and purposes, as she shall deem fit; in  
which case the parties aforesaid Trustees as aforesaid  
shall convey or deliver the aforesaid Plantation called  
"Grove Hill" to the appointee or devisee of the said Mary  
Ann LaBruce, according to the directions of her deed or Will.  
It is further understood and agreed between all the parties  
to these presents, that should the said Thomas Patigru  
and Mary Ann LaBruce desire to change the property  
hereinbefore mentioned, it shall be lawful for the said Berja-  
min Allston, James S. Patigru and John W. Chesborough  
or the survivors or survivor of them, to execute good  
and sufficient deeds for the transfer and exchange of  
such property, provided that the concurrence of the said  
Thomas and Mary Ann be testified by their hands and  
Seals and also provided that the property taken in  
substitution be expressly received to and for the uses  
intents and trusts already expressed in relation to the Estate  
recited as above In witness whereof the Parties to these pre-  
sents have hereunto set their hands and Seals on the day  
and Year first above written Thomas Patigru (S) Mary  
Ann LaBruce (S) Berj<sup>m</sup> Allston (S) J. S. Patigru (S) W.  
Chesborough (S) Sealed and delivered in the presence of the  
subscribers (the words "and a House and Lot in Georgetown  
"to follow immediately the words Waccamaud Neck" being  
inserted between the 2nd & 3rd line from the bottom of the  
first page) Catharine LaBruce, A. W. Campbell State of  
South Carolina Charleston District Personally appeared

213 before me Mr Campbell and made oath that he saw Thomas  
Petigru May Ann LaRue, Benjamin Allston, James L. Petigru  
and John W. Chesbrough severally sign seal and as their  
respective act and deed deliver the Instrument of Writing to and  
for the uses and purposes therein mentioned and that he with  
Catharine LaRue subscribed their names as witnesses to the  
Execution thereof sworn to before me this 24<sup>th</sup> day of November  
1829 John Ward et. P.

Schedule of the property of May Ann LaRue conveyed  
or intended to be conveyed by the deed of Marriage Settle-  
ment between the said May Ann LaRue and Thomas  
Petigru, bearing even date with these presents - All that  
certain Plantation or Tract of Land lying and being in the  
Parish of "All Saints" (on Waccamaw Neck) in the State aforesaid  
called "Grove Hill" and containing  
and Putting and Bounding on the North West by Waccamaw  
River, on the North East by Lands of Colonel Allston  
on the South East by Estate of Joseph P. B. LaRue - Also a certain other plan-  
tation or Tract of Land lying and being on Sandy Island in  
Georgetown District and State aforesaid, containing  
called "Haskell Hill" and Putting and Bounding South East  
by Land of N. M. Belin - Northwest by Land of Estate of John  
M. Taylor, West and Southwest by Wando Paper Creek -  
Also a Tract of Land on the Sea Shore of Waccamaw  
Neck called Cedar Grove bounded on the North East  
by the Estate of Pyatts Land, on South East the Atlantic  
Ocean, on the Southwest by Land of Colonel John A. Allston  
on the Northwest by Lands owned by Thomas Howe and Robert  
Nesbit - Also a Tract of Land on the Sea Shore of Waccamaw  
Neck, bounded on the South East by the Atlantic Ocean and  
on all other sides by Lands of Colonel John A. Allston - Also a  
House and Lot of Land in the town of Georgetown George  
town District numbered \_\_\_\_\_ formerly owned by Captain  
John Meier - Also all the Household and Kitchen furni-  
ture, Plate, Carriage Horses and all the plantation Cattle  
Stock and utensils - Also the following negro Slaves with  
their future issue and increase of the females, viz Tony, Flora  
Judys Little Station, Isaac Scipio, Malvina, old Friday, Lucia  
Robbin, Sophy, Kate, Charlotte, Caroline, Amy, Peter, Mary,  
Phibes, Eddy, Lucy, Old Station Jacob, little Mary, Rich-  
ard, Jacob, Cate, Old Hannah, Lydia, Daniel, Marlborough

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24. Minda, Old July, Philip, <sup>25</sup>Offy, Charlotte, Primes, Jane, Pompey, Sam<sup>92</sup>  
 Phillis, Jack, Cloe, Litty, Abby, Hammond, Ned, Suskey, Philander  
 Jimmy, Robert, Little offy, Stepany, Sullah Friday, Friday, Friday,  
 Rosana, Marcus, Sam, Phillis, Peggy, Nanny, Phillis, Leno, Penina  
 Peggy Patty - Phillis, Frank, Madinah, Stepany, Claimda, Molly,  
 Agay, Abram, Maryann, Ben Agay, Diana, Abram, Francis  
 Stepany, Charlotte, Coney, Betty, Old London, Old Pety, London  
 Leah, Lushia, Conkey, Chloa Wally, Edward, Phebe, Fortune, Vic,  
 Lett, old Maryann, Jacob, Phineas, Sarah, Cunder, Ben, Hannah  
 Hetta, Frederick, Lydia, Susannah, Joe, Alice - Thomas Petigau  
 (Seal) Mary Ann Sabene (Seal) Ben<sup>110</sup> Allston (Seal) J. L. Petigau  
 (Seal) J. W. Chesborough (Seal) Signed Sealed and delivered in the  
 presence of Catherine Sabene M. W. Campbell - State of  
 South Carolina Charleston District. Personally appeared  
 M. W. Campbell and made oath that he saw Chas. Petigau  
 Mary Ann Sabene, Ben<sup>110</sup> Allston, James Petigau and  
 J. W. Chesborough sign and seal this Schedule and that he  
 with Catherine Sabene witnessed the same Sworn to before  
 me this 24 November 1829 - John Ward A. P. Recorder  
 Examined 24 Nov. 1829. John Ward deputy Secy of State

The State of South Carolina ✓  
 This Indenture tripartite, made on the Sixth day  
 of November in the Year of our Lord One Thousand Eight  
 Hundred and twenty Nine Between Horatio Nelson Brown  
 of the first part, Christiana Wooper of the second part  
 and James Harper of the third part Whereas the said James  
 Harper is in possession of certain monies, to wit the sum of  
 Two Thousand five hundred dollars, which he holds to the use  
 of the said Christiana Wooper by virtue of his administration  
 on the goods Chattels and effects of <sup>Wooper deceased</sup>  
 the mother of the said Christiana Wooper and whereas  
 the said James Harper has been paying and will continue  
 to pay to the said Christiana Wooper seven per centum per  
 annum on the aforesaid sum of two thousand five hun-  
 dred dollars, until such time as he shall invest the  
 aforesaid principal sum in some bank stock, or insurance  
 stock, or any other stock, which shall be deemed good and  
 secure by the said James Harper, and at such time as the  
 said James Harper shall determine upon And whereas  
 a Marriage is intended to be shortly had and solemnized  
 Between the said Horatio Nelson Brown and the said

215 Christiana Borner, upon the Contract of which marriage the said Horatio Nelson Brown hath agreed, that if the same shall take effect, that then notwithstanding the said Marriage he the said Horatio Nelson Brown, his Executors and administrators shall not nor will intermeddle with, or have any right title or interest, either in Law or Equity, in or to any part of the principal Sum of Two Thousand, five Hundred dollars aforesaid, or the interest or dividends which shall accrue thereon, but the said principal Sum shall remain, continue and be to the said Christiana Borner, and the heirs of her body begotten, should she, at the time of her decease leave any such, share and share alike; and if she should not, then to her heirs Executors and Administrators, and the interest or dividends in the meaning time accruing thereon shall remain and continue and be to the said Christiana Borner or to such uses as the said Christiana shall think fit and appoint. And This Indenture Witnesseth that for the making the said agreement effectual in the said and for the preserving the aforesaid principal and interest and dividends accrued or to accrue thereon to and for the separate use of the said Christiana, in marriage and from as before set forth, and so that the same shall not be in the power or disposal of the said Horatio Nelson Brown he the said Horatio Nelson Brown doth for himself his Executors and Administrators covenant promise and agreed to and with the said James Harper his Executors and administrators by these Presents that Notwithstanding the said intended Marriage shall take effect, all the principal Sum aforesaid or other stock as aforesaid; and also the interest due on to grow due, and dividends upon Stock shall be accounted, reckoned and taken as a separate and distinct Estate of and from the Estate of him the said Horatio Nelson Brown, and he no ways liable or subject to him or to the payment of any of his debts but shall be ordered disposed and employed as in hereinbefore mentioned & declared, that is to say the principal sum of two thousand five Hundred dollars now in the hands of the said James Harper do to remain as long as he the said James Harper is willing to pay Seven per centum per annum interest thereon to the said Christiana Borner and as soon as the said James Harper shall determine, to invest it in Stock then so to do to the proper use of the same

A new in the hands of the said James Harper but to be in bank stock

210. John of and Exec now gro for a then to be the and New (L) text work Stat app the Jam to a Ws this and Ma Fla W by a W ph typ C heve own a W Pe for in said end first Lord

210 Christiana during her life and after her death to the heirs  
of her body begotten, if she should leave any such share  
and share alike; and if she should not, then to her heirs  
Executors and Administrators, and the interest which is  
now due and to grow due, and the dividends which are to  
grow out of the Stock; all to be paid into the hands  
or by the authority of the said Christiana Pooner and  
her receipt for the same shall be a good discharge  
to the said James Harper. In Witness whereof  
the Parties aforesaid have hereunto set their hands  
and seals the day and Year first above written. Horatio  
Nelson Browner (S) Christiana Pooner (S) James Harper  
(S) Signed sealed and delivered in our presence as in-  
testified in second page two lines from the bottom the  
words "to the said." J. Mc Owen, Wm. H. Inglesby -  
State of South Carolina Clerk, took Oath. Personally  
appeared before me J. Mc Owen and made Oath that  
he saw Horatio Nelson Brown, Christiana Pooner and  
James Harper sign and seal this Instrument of Writing  
to and for the purposes therein mentioned and that he with  
Wm. Inglesby witnessed the same soon to before me  
this 27th Nov. 1829 John Ward N. P. Recorded  
and Examined this 27 November 1829 - a correction in  
Margin of page 215 from word "now" to word "stock" being made -  
State of South Carolina

To all to whom these Presents shall come  
Whereas a Marriage has been yesterday had & solemnized  
by and between William H. Jones of the City of Philadel-  
phia in the State of Pennsylvania and Miss Mary  
P. Allston of Georgetown District in the State of South  
Carolina aforesaid; And Whereas the said Mary P. Jones  
herefore Mary P. Allston was seized and possessed in her  
own right of a chose in action, or a deed commonly called  
a Bond, made and executed to her in due form by Joseph  
W. Allston of the District and State last aforesaid in the  
penal sum of of Eight Thousand Dollars, conditioned  
for the payment of "Nine Thousand" by equal portions  
in two, four, six, and Eight Years from the date of the  
said Bond, and the interest thereon annually; the whole  
instalments, whereof, will become due, on or before the  
first day of March which will be in the Year of our  
Lord One Thousand Eight Hundred and Twenty,



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And whereas the said Mary P. Jones heretofore  
Mary P. Allston was seized and possessed in her own right  
of Thirty Shares in the Capital Stock of the Bank of  
the United States transferrable at the said Bank by the  
said Miss Mary Allston or her attorney and dated his per con-  
firmation on the sixth day of May Anno Domini One Thousand  
Eight Hundred and Eighty One, and numbered One Thousand  
Six Hundred and Ninety One, 5791, Now know Ye and  
all whom it may concern that I the said Wm. H. Jones  
for divers good Causes and considerations me thereunto  
moving And also, for the natural love and affection which  
I have and bear to my wife the said Mary P. Jones heretofore  
Mary P. Allston and for the further consideration of five  
Dollars to me in hand paid before the sealing and deliver-  
ing of these Presents by Silas E. Ware of

do hereby grant bargain sell, alien, trans-  
fer and convey unto the said Silas E. Ware the trustee  
of my Wife the said Mary P. Jones, and the issue of her  
body, by the said Marriage all my right title, interest &  
estate of in, or to any manner whatsoever in the aforesaid  
said bond, and the condition thereunder written, as  
also my right title, interest or Estate which I the said  
William H. Jones have or may have in the Capital Stock  
of the said Bank of the United States, and the dividends  
that are now due or may hereafter grow due thereon  
his Executors or assigns, to and for the sole and separate  
benefit and behoof of my wife Mary P. Jones and the  
issue of her body - and as a more perfect confirmation  
and fulfilment of their intention of all the parties in  
this deed mentioned, I have this day, by a written assign-  
ment signed by me on the back of the said bond executed as  
aforesaid, by the said Joseph W. Allston, transferred the said  
bond, and its condition, with the interest now due, and to  
grow due thereon unto the said Silas E. Ware as trustee  
aforesaid, foresaid, for the uses and purposes of this  
trust; I have also, for the like purposes, indorsed a written  
transfer on the Certificate of Capital Stock in the Bank  
of the United States, unto the said Silas E. Ware his  
Executors or assigns, to and for the uses and purposes  
inbefore stated And I the said William H. Jones for  
all the considerations and causes in the preamble  
of this deed set forth do hereby Covenant, promise &

218 agree to and with the said Silas E Ware his Executor  
or assigns as Trustee aforesaid, to make at any time  
and at all times, whenever thereto required, all such fur-  
ther and other deeds, Instruments of Writing or transfers  
as the said Silas E Ware Trustee as aforesaid, may be  
advised by Counsel learned in the Law, as necessary  
and Expedient to the due, faithful and exact ad-  
vancement, accomplishment and fulfilment of the objects  
and intentions of the parties in this deed expressed. In  
Witness Whereof I the said William H Jones have signed  
my name and affixed my Seal, the twelfth Day of  
January in the Year of our Lord One Thousand Eight  
Hundred and Twenty four and Fifty Eighth Year of  
American Independence (Wm H Jones Seal) signed  
Sealed and delivered in the presence of Henry Gibbes  
J. W. Allston John H Tucker South Carolina George-  
town District Personally appeared John H Tucker Esq  
who being duly sworn saith that he was present and saw  
the above named William H Jones Esquire sign seal and  
as his Act and deed deliver the foregoing Written deed for  
the Intent and purposes therein expressed and that he  
the Deponent and Henry Gibbes and Joseph W. Allston  
subscribed their names as Witnesses to the due Execution  
thereof Sworn to before me this 12th January A.D. 1824  
Thos Skrine D. John H Tucker South Carolina George-  
town District I do hereby Certify this within written  
Deed in Trust to be duly recorded in Book K pages  
247 248 249 and Examined by me this 12th Day of January  
Ann Domini 1824 Thos Skrine Reg. U. C. Recorded  
this 15 December 1829

The State of South Carolina This Indenture made the fourth  
Day of November in the Year of our Lord One Thousand Eight  
Hundred and Twenty Nine Between Ann Schwartz of the  
City of Charleston and State aforesaid Widow of the first part  
Benjamin R. Allender of the City and State aforesaid of the  
second Part and John W. Schomat of the City and State aforesaid  
Physician of the third part Witnesseth that Whereas a mar-  
riage is intended to be shortly had and solemnized between  
the said Benjamin R. Allender and Ann Schwartz and  
Whereas the said Ann Schwartz will be entitled should  
she survive her mother W. Mary Lloyd to an absolute

in and to all and singular the Real Estate hereinafter particularly de-  
 scribed, as will appear by a Release in Trust duly Executed from <sup>James</sup>  
 Kumar and Wife to Patuck Duncan bearing date the 10 day of  
 October A.D. 1804 and duly recorded in the Office of the Register of  
 Mesue Conveyances for Charleston District in Book D No 7 page  
 192 to which all references are craved And Whereas upon the  
 said Treaty of Marriage it has been agreed by and between  
 the said parties that all the interest and Estate of the said  
 Ann P Schwarty in and to the said Real property above alluded  
 to and hereinafter more particularly mentioned and described  
 and also that all the Estate Real or personal or both which she  
 may at any time or times hereafter receive or become entitled to  
 by any last Will and Testament, or by Inheritance or otherwise  
 should be conveyed transferred and secured firmly and effectua-  
 ally to the said Doctor D. W. Schmidt his Heirs Executors adminis-  
 trators and assigns, according to the nature of the property  
 In Trust hereunto left, and to and for the uses and purposes  
 hereinafter mentioned and set forth: Now Therefore this In-  
 denture Witnesseth that the said Ann P Schwarty for and  
 in consideration of the said intended Marriage and in  
 pursuance of the said agreement and with the Consent and  
 approbation of the said Benjamin A. Allender (testified by  
 his being a party to these Presents and signing and sealing  
 and delivering the same) And also for and in consideration  
 of the sum of Five dollars to her in hand paid at and  
 before the sealing and delivery of these Presents, by the  
 said Doctor D. W. Schmidt) the receipt whereof she doth hereby  
 acknowledge Hath granted, bargained, released, transferred and  
 set over and by these Presents doth grant bargain, sell release  
 transfer and set over unto the said Doctor D. W. Schmidt his  
 Heirs Executors Administrators and assigns All the right  
 Title, Interest and Estate of her the said Ann P Schwarty  
 in to and out of All those lots of Land, known formerly as  
 one lot or piece of Land, being part and parcel of Charleston  
 situate lying and being in the City of Charleston and State of  
 said known and distinguished in the Plan of Charleston afo-  
 said by the Number (131) One Hundred and Thirty One  
 measuring and containing according to the description in  
 the above mentioned deed of 10 October 1804 Two Hundred and  
 Thirty Seven feet Six inches (237 ft 6 in) more or less in depth  
 North to South and One Hundred and six feet Three inches  
 100 ft 3 in) more or less in width from East to West; Butting

220 and Bounding to the South on Bull Street, to the West on  
Lands of Peter S. Hand, to the North on a lot formerly  
known in said Plan of Charleston by the Number One  
Hundred and Forty Three, and to the East on Rutledge  
Street. Together with all and singular the rights, members,  
Accretments and appurtenances to the said premises  
belonging or in any wise incident or appertaining; and  
Also all the right Title Interest and Estate which she  
the said Ann P. Schwartz, now may have or hereafter may  
become entitled to or acquire by Will, Testament, Inheritance or  
otherwise in, to and out of any and all other Estate, real or personal  
or both To Have and to Hold the claim right title inter-  
est and Estate of her the said Ann P. Schwartz, in to and  
out of all and singular the Premises herein before particularly  
mentioned and described and in to and out of all and  
singular such other Estate, real or Personal or both as  
the said Ann P. Schwartz may now have or may here-  
after acquire or be come entitled to by Will, Testament  
Inheritance or otherwise as above mentioned unto the  
said Doctor J. W. Schmidt, his Heirs Executors Administra-  
tors and assigns, according to the nature of the property,  
In Trust for the help and to, for and upon the following  
uses intents and purposes that is to say In Trust  
that he, the said Doctor J. W. Schmidt, his Heirs Executors  
and Administrators shall and will authorize permit &  
suffer the said Ann P. Schwartz, notwithstanding her  
intended coverture, should the solemnization of the  
said Marriage take place to take and receive the  
Rents, issues, profits and income of all & singular  
the premises herein before described, mentioned and set  
forth and hereby intended to be granted conveyed and  
transferred to and for the sole separate and exclusive  
use benefit and behoof of the said Ann P. Schwartz  
and not to be subject in any manner or way, whatsoever  
to the debts contracts or engagements of her the said  
intended Husband And from and after the death  
of the said Ann P. Schwartz then in Trust for such  
uses, purposes and intents as she the said Ann P. Schwartz  
by any last Will and Testament in Writing duly executed  
(which she is hereby authorized and empowered to make  
may declare designate or appoint) But should the said  
Ann P. Schwartz die without having executed such Will

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and Testament then In Trust to distribute all and singular  
 the Premises hereinbefore described and mentioned and  
 thereby intended to be granted, conveyed & transferred  
 among the Parties who may be entitled thereto under the  
 Intestate Act of the State aforesaid - Provided however  
 that nothing herein before or after contained shall be con-  
 strued or considered as preventing the said Doctor J. W.  
 Schmidt from making any disposition of the said Estate here-  
 before mentioned, or of any part thereof during the life time  
 of the said Ann P. Schwartz which she may require or desire  
 but on the contrary it is hereby expressly understood and  
 agreed by and between the said Parties to these presents  
 that the said Doctor J. W. Schmidt from time to time and  
 at all times hereafter during the life time of the said Ann  
 P. Schwartz upon the request of the said Ann P. Schwartz in  
 Writing under her hand and Seal shall make do and execute  
 all such Deeds and Deeds or other Instruments of Writing  
 as may be necessary to convey transfer or make any other  
 disposition of the Estates and Interests hereby conveyed  
 or intended so to be or of any part thereof which she the  
 said Ann may in such written request direct and appoint  
 J. W. Schmidt (Seal) Signed Sealed and delivered  
 in the presence of the words "during the life time of the said  
 Ann P. Schwartz" being first interlined above 10<sup>th</sup> line of 4<sup>th</sup> page  
 and the words in Writing above 11<sup>th</sup> line of same page before execution  
 and the word "Physician" being also first interlined above 9<sup>th</sup> line  
 before Execution Peter J. Shand, St. Monrocy State of South  
 Carolina Charleston District. Personally appeared before me  
 Peter J. Shand and made Oath that he saw Ann P. Schwanz  
 Benjamin A. Allender and J. W. Schmidt sign and Seal the  
 foregoing Instrument of Writing as their act and deed and  
 that he with St. Monrocy witnessed the same. Sworn  
 to before me this 30<sup>th</sup> Dec. ember 1829. John Ward  
 N. J. Recorded this 15<sup>th</sup> December 1829

State of South Carolina Charleston District This Indenture  
 made at Charleston the 15<sup>th</sup> day of September In the  
 year of our Lord one thousand Eight Hundred and

County of ... and on the fifth ... year of the Independence of the  
 United States of America Between Louisa Adelaide Adelaide  
 Septima Sayolle a native of the City of Charleston the daughter  
 daughter of Peter Sayolle and of late Mrs Maria Madelaine Adelaide  
 (whose maiden name was Boulton) Sayolle her mother deceased  
 formerly of St Domingo of the first part Jules Savat a native of Oyon  
 in Switzerland but now residing in this City of the second part and  
 Lewis De Villars of the said City of the third part Whereas a  
 marriage by test permission is hereby intended to be had  
 and solemnized Between the said Louisa Adelaide Septima  
 Sayolle and the said Jules Savat And Whereas the said  
 Louisa Adelaide Septima Sayolle at the of Executing these  
 Presents is possessed of the sum Three Hundred Dollars deposited  
 in the W Office of Discount and Deposit in this City also does  
 other goods and chattels also has a claim by right of inheritance  
 from her late mother Maria Madelaine Adelaide Boulton  
 Dec'd late the wife of her Father Peter Sayolle for her part or  
 proportion of the sum indemnification to be paid by the French  
 Government on account of the Property held by her Mother Parents  
 in St Domingo which sum of Money Goods and Chattels and  
 St Domingo claims are in the list or Schedule hereto attached  
 particularly expressed and mentioned, And Whereas as in the  
 treaty and previous to the intended marriage aforesaid it hath been  
 and is agreed between the said Louisa Adelaide Septima Sayolle  
 and Jules Savat that the Estate and Effects of the said Louisa Adelaide  
 Septima Sayolle shall <sup>be</sup> by her granted released and transferred  
 assigned and set over to and be vested in him the said Lewis  
 De Villars and his Executors and Assigns to and for the several  
 uses and trusts intents and purposes herein after mentioned  
 limited expressed and declared of and concerning the same

Now this Indenture Witnesseth that in pursuance of the  
 said agreement and in Consideration of the sum of Five Dollars  
 to be the said Louisa Adelaide Septima Sayolle in hand paid  
 by the said Lewis De Villars at and before the sealing and delivery  
 of these Presents the receipt whereof is hereby acknowledged and for  
 other good causes and considerations her thereto moving the said  
 Louisa Adelaide Septima Sayolle hath (and with the privity  
 and consent and agreement of him the said Jules Savat testified  
 by his being made a party hereto) Granted bargained sold and  
 by these presents doth grant bargain sell and deliver unto the  
 said Lewis De Villars his Executors Administrators and Assigns

the said sum of money the House St Domingo claim and all and  
 singular the other goods and chattels which are mentioned expre-  
 -ssed and contained in the Schedule hereunto annexed to him the  
 said Louis De Villiers his Executors Administrators and Assigns  
 forever upon ~~that~~ trust nevertheless and to the uses intents  
 and purposes herein after limited and declared That is to  
 say In Trust for and to the use and behoof of the said  
 Louisa Adelaide Septimia Sayolle her Executors and  
 Administrators until the solemnization of the said intended  
 Marriage and after the said Marriage shall be had  
 and solemnized then In Trust to the joint use and behoof  
 behoof of the said Jules Sarel and Louisa Adelaide Septimia  
 Sayolle for and during the lives and the natural life of the Survivor  
 of them But so as not to be subject liable or seized sold or  
 extended to the payment of the debts of the said Jules Sarel her  
 intended Husband And from and immediately after the death  
 of the longest liver of the said Jules Sarel and Louisa Adelaide  
 Septimia Sayolle then in trust to and for the sole use and behoof  
 of such child or children the issue of the said intended  
 marriage as shall or may be living at the time of the Death  
 of the longest liver of the said Louisa Adelaide Septimia Sayolle  
 and Jules Sarel to be divided between and amongst such  
 Child or Children of more than one share and of one share  
 but in default of such issue at the decease of the longest liver  
 of the said Louisa Adelaide Septimia Sayolle and Jules  
 Sarel then to such person or persons as the longest  
 liver shall by his or her last Will and Testament give  
 and bequeath the same to Provided always and it being  
 expressly understood and agreed by and between the  
 parties hereto and the intent and meaning of these presents  
 that it shall be lawful to and for the said Louis De Villiers  
 his Executors Administrators and Assigns at the request and by and  
 with the consent and approbation of the said Louisa Adelaide  
 Septimia Sayolle each consent to be testified in Writing under  
 her hand and seal executed in the presence of two or more credible  
 witnesses at any time or times to sell dispose transfer and  
 set over all or any part of the goods and chattels effects  
 and money herein before mentioned and contained in the  
 said or Schedule Schedule hereunto annexed or intended to  
 be hereby granted transferred assigned and set over either  
 at Public or Private sale for the more most money that can

is had for the same and the proceeds and amount to be by the said Lewis De Villiers his Executive Administrator and Agents in Bank or public stock or in such other property as the said Louise Adelaide Septima Sayole and Sals Jarol shall prefer and direct which Bank or Public stock or other property shall be subject to the limits and limitations before mentioned and expressed —

In Witness Whereof the parties to these presents have hereunto set their Hands and Seals on the day and year first written Louise & S Sayole Seal Sals Jarol Seal

L De Villiers Seal Sealed and Delivered in the presence of M<sup>rs</sup> La Saigneur M<sup>rs</sup> Heubar Lewis Roux Gabriel Newlay M<sup>rs</sup> Roger —

As List a Schedule of the Estate and Effects of Miss Louise Adelaide Septima Sayole to which the annexed Deed refers to wit —

The sum of Three Hundred Dollars Deposited in the War Office of Account and Deposit in Charleston - A Silver Chalice wooden House and out Buildings 1883 Burg that on a leased Lot of Land - belonging to the French Protestant Church subject to a ground Rent of Fifty Dollars pr annum - A share part or proportion of the unliquidated claim of the indemnity granted by the French Government to the ancient proprietors of St Domingo which she will be entitled to as one of the heirs of Mrs Marie Madeleine Adelaide Heubar her Mother dec'd late wife of Peter Sayole - Also six Table and Silver Tea Spoons and six Silver Forks one Cordial and One Cruet Plated Stands - Two pairs of Plated Candle Sticks with Snuffers and Stand One Urn or Lamp - One Drawing Room Clock One Large Looking Glass also a Pair Glass One complete set of Table China One complete China Tea Set with waiters One China Breakfast Set with two Glass plates two Glass Mugs and One Glass Patent Stand three and a half dozen common plates six Dishes and one doz of knives and forks Three doz and a half of Spoons wine and cordial Glasses and two pairs of Decanters, Sixteen mahogany chairs and two settees Two card and two mahogany (Box) Tables and one Working Table One carpet and a set of Drawing Room Curtains One Secretary a Book Case with Glass Doors a Large Press and a set of chest of Drawers the whole of Mahogany One Common Press and six Windsor chairs One large and six small mahogany Bed Steds



from Matthews one feather bed seven Blankets and Coverlets  
 a complete set of house Linen Consisting of Bed Sheets Table  
 Cloths Napkins Towels &c One elegant Hair Louisa W. Hayles  
 Walnut Jet Le Seigneur J. J. Heuleux Louis Roux  
 Received on the day of the Date of the Within Written Indenture  
 and from the Within named L. De Villars the full and just  
 sum of Five Dollars being the full Consideration Money before  
 mentioned to be paid by him to me Louisa W. Hayles  
 Walnut Jet Le Seigneur J. J. Heuleux Louis Roux —  
 made with that he was present and  
 saw Louisa W. Hayles Subscribed L. De Villars Sign and  
 seal the foregoing Instrument of Writing for the uses and  
 purposes therein mentioned and that he together with  
 witness & the same execution of the same  
 I came to before me this 23 day of December 1829  
 Recd Decr 23. 1829

The State of North Carolina

This Indenture of three parts made on the thirteenth  
 day of December in the year of our Lord One Thousand  
 Eight Hundred and Twenty Nine between Colanias Hugo  
 Dawson of the City of Charleston in the State aforesaid Factor of  
 the first part Charles Hall Deas of the City and State aforesaid,  
 of the second part and Thomas Allen Deas 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 solemnized between the said Colanias  
 Hugo Dawson and the said Charles Hall Deas — And —  
 Whereas the said Colanias Hugo Dawson has in his possession  
 certain articles of Personal Estate mentioned and described  
 as will hereafter in the Schedule hereof hereunto annexed that  
 is to say One Dozen table spoons One Dozen Dessert spoons One  
 Dozen tea spoons One bottle One pair Sugar tongs One pair salt  
 spoons One Caster One side Board One Dinner table with ends  
 One pair cards Table One Tea Table Two Dozen Chairs One  
 Carpet and rug one set drawers one writing desk Two chairs  
 One Dinner Set Two pair Decanters Two Dozen tumblers Two  
 dozen wine glasses One set of Tea China One dox small knives &  
 forks (Long handle) One pair of lamps And Whereas upon the day  
 of the said intended marriage it was agreed that all the  
 articles heretofore above specified mentioned and contained  
 in the Schedule hereunto annexed should be respectively

The Substitution of Justice is contained in page 267 268 of the Book

Stated Charles Hamilton  
whom he appointed  
to be a Justice of  
the Peace for  
the County of  
Hancock  
and to be  
continued in  
office for a  
year or more  
at the discretion  
of the Court  
of Sessions  
for the County  
of Hancock  
and to be  
continued in  
office for a  
year or more  
at the discretion  
of the Court  
of Sessions  
for the County  
of Hancock

considered  
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die before the said Octavius Huger Dawson then in trust to and  
 for such person or persons in such parts shares and proportions  
 and upon such conditions manner and form as she the said  
 Caroline Hall Deas notwithstanding her intended coverture  
 by any deed a writing or by her last Will and Testament  
 in Writing to be by her duly executed in the presence of  
 two or more credible witnesses shall give direct limit or appoint  
 the Same which deed writing or Will be the said Caroline  
 Hall Deas is hereby and by the said Octavius Huger Dawson  
 her intended Husband enabled and empowered to make  
 and in default of such gift Disposition Direction limitation  
 or appointment and the said Caroline Hall Deas shall  
 leave unto any child or children grand child or grand children  
 issue of the said intended marriage then in trust to and for  
 the said Octavius Huger Dawson for and during the term  
 of his Natural life for the benefit and comfort of himself and  
 each child or children grand child or grand children  
 in such manner as he shall see fit without being  
 accountable to them or any one of us for the same but  
 not to be subject in any manner or way whatsoever to the debts  
 contracts or engagements of the said Octavius Huger Dawson  
 and from and after the death of the said Octavius Huger  
 Dawson then in trust to and for such child or children  
 grand child or grand children his her or their Heirs  
 Executors and administrators to be equally divided  
 between them Share and Share alike such grand children  
 standing in their Parents stead and taking between  
 them only their Parents share But in case the said  
 Caroline Hall Deas should make no Disposition or appointment  
 as aforesaid and shall leave any child or children grand  
 child or grand children issue of the said intended marriage  
 living at her death then in trust to and for the sole  
 separate and pecuniar use benefit and behoof of the said  
 Octavius Huger Dawson his Heirs Executors Administrators  
 and Assigns But in case the said Octavius Huger  
 Dawson should die before the said Caroline Hall Deas then  
 in trust to and for the sole separate and pecuniar use benefit  
 and behoof of the said Caroline Hall Deas her Heirs Executors  
 Administrators and Assigns forever free and discharged  
 from any further trust Provided always nevertheless that  
 in case it should hereafter appear to the said Octavius

Octavius Hugo Dawson and the said Caroline Hall Deas during their joint lives that the whole or any part of the Articles herein before mentioned and intended to be hereby granted transferred and released should be sold and disposed of and the proceeds thereof vested in the purchase of any other property real or personal or both then and in such case it shall and may be lawful to and for the said Octavius Hugo Dawson & the said Caroline Hall Deas by their deed properly executed in the presence of two or more witnesses to revoke and make void all and singular the use and uses of the Premises heretofore mentioned and intended to be hereby granted transferred and released or any part or parcel thereof and to limit and declare any new use or uses of or concerning the same so as upon and at the time of making such revocation and limiting any new use or uses of or concerning the said Articles or as soon thereafter as can be conveniently done the monies or proceeds arising from the sale or disposal of the said Articles be vested by the said parties in the purchase of any other property real or personal or both and to the same well and sufficiently transferred and conveyed unto the said Thomas Allen Deas his Heirs Executors Administrators and Assigns (the said Octavius Hugo Dawson signing the deeds conveying and transferring the same and hereby testifying his assent thereto) in trust nevertheless to and for the same use and purposes as those already expressed - Provided also nevertheless that the same power subject to the same condition is hereby given to the said parties from time to time so often they might deem it advantageous to revoke the use and uses of the whole or any part of any property acquired by the disposal or sale of the aforesaid Articles or any part thereof either immediately or remotely and to appoint any new use or uses thereof -

Provided likewise and it is hereby further ~~not~~ declared & agreed that in case the said Thomas Allen Deas should happen to die or be desirous to be discharged from the trust hereby put in trust created or shall neglect or refuse to act in the said trust at any time or times before the said trust shall be fully performed or otherwise determined it shall and may be lawful to and for the said Octavius Hugo Dawson and Caroline Hall Deas his intended Wife and the Curvion of them or the Executors or Administrators of such Curvion to nominate or appoint any other person or persons to be trustee or trustees

trustees for the purposes aforesaid in the place a stead of the said  
 Thomas Allen Deas or such future trustee or trustees as shall happen  
 to die or be desirous to be discharged from or neglect or refuse  
 to act in the trust aforesaid and upon such nomination and  
 appointment the trustee for the time being or if he shall be  
 then dead his heirs Executors and Administrators of the said  
 trustee shall convey assign surrender and transfer the said  
 trust. Provided always and it is hereby mutually agreed  
 by and between all the Parties to these Presents for Thomas  
 Allen Deas his heirs Executors and Administrators respectively that it  
 shall and may be lawful to and for the said Thomas Allen  
 Deas his heirs Executors & Administrators from time to time  
 and at all times here after by and out of all any or any  
 part of the said trust Estate to pay and reimburse himself all  
 such costs charges damages and expences which he shall or  
 may sustain pay or be put unto in the Execution or defence  
 of all or any of the trusts by these Presents created or of any  
 covenant article or thing therein contained, In Witness  
 Whereof the Parties to these Presents have hereunto set their  
 hands and seals on the day and year first above specified  
 Tho: A Deas (Seal) C. H. Dawson (Seal) Gardner H Deas (Seal)  
 Signed sealed and Delivered in the presence of the Writors one  
 Carpet and rug inserted between the wains chairs and one in line  
 eight and ninth and here twenty one and twenty two Daniel Senger  
 S Drayton Dawson a Schedule — one six table spoon  
 one dozen desert spoons one dozen tea spoons one saddle one pair sugar  
 tongs one pair salt spoons one canteen one side Board one Dinner table  
 with ends one pair card tables one tea table two dozen chairs one  
 Carpet and rug one set Drums one writing desk two trunks  
 one Dinner set four pair decanters two dozen tumblers two dozen wine  
 glasses one set tea china two dozen small knives & forks (long handles)  
 one pair of tongs Tho: A Deas (Seal) C. H. Dawson (Seal) Gardner  
 H Deas (Seal) Writors Daniel Senger S Drayton Dawson  
 State of South Carolina Charleston District

Personally appeared before me S Drayton Dawson  
 and made oath that he saw Tho: A Deas C. H. Dawson and  
 Gardner H Deas sign and seal this Deed and take date  
 for the uses and purposes therein mentioned and that he  
 with Daniel Senger witnessed the same, Sworn to before  
 me this 18 day of December 1829

Recorded Dec 31, 1829

The State of South Carolina



This Indenture of three Parts made on the thirteenth day of December in the year of our Lord One thousand eight hundred and Seventy nine between Octavia Huger Dawson of the City of Charleston in the State of said South Carolina of the first part Whereas a Marriage Caroline Hall Deas of the City & State of said of the second part and Thomas Allen Deas of the City and State of said of the third part Wherein a Marriage hath been agreed upon and is intended by Divine permission to be shortly hereafter had and solemnized between the said Octavia Huger Dawson and the said Caroline Hall Deas And Whereas the said Caroline Hall Deas is entitled by virtue of two deeds, the one between Sarah Hall of the first part and Charles D Deas of the second part bearing date tenth day of November in the year of our Lord One thousand eight hundred and fifteen and recorded in the Office of the Register of Meane Conveyance in Book number 8 page 345 the other between Thomas H Deas and Caroline Deas his late Wife of the first part and Charles D Deas of the second part bearing date the fourth day of January in the year of our Lord One thousand eight hundred & sixteen and recorded in the Office of the Register of Meane Conveyance in Book C number 8 page 65 unto a certain undivided part of a Lot of Land in Charleston Green in the City of said measuring in front on Wentworth Street ninety one feet more or less and in depth running Northwardly one hundred and twenty one feet more or less - butting and bounding Southwardly in Wentworth Street of said Westwardly in James Robinsons land Northwardly on lot (No 33) number thirty three said to be William Charltons Land and Eastwardly in James Bryantons land together with the houses out houses and other the rights members hereditaments and appurtenances to the said Lot of land belonging or in any wise appertaining to or in and by the said Deas respectively respectively reference being thereunto had with more fully appear And Whereas the said Caroline Hall Deas is entitled by virtue of a Deed between John Middleton of the first and David Deas and Charles D Deas of the second part bearing date the thirteenth day of February in the year of our Lord one thousand eight hundred and seventeen and recorded in the Office of the Register of Meane Conveyance the thirteenth day of August in the year of our Lord One thousand eight hundred and seventeen in Book A number 8 page 71 unto

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into a certain undivided part of a certain piece parcel or part of a tract of Land called Crowfield Situate lying and being in the Parish of Saint James Goswold in the District and State of Essex containing Two hundred and twenty three more or less butting and bounding to the North on lands of Lewis Popham Esquire to the East on lands of the deceased David Deas and Peter Smith Esquire and to the West and South on the remaining lands of the said tract called Crowfield together with all and singular the rights members hereditaments and appurtenances to the said bargained Premises belonging in any wise incident or appertaining, as in and by the said Deed reference being hereunto will more fully appear — And Whereas the said Charles Hall Deas is entitled by virtue of a Deed of Gift between David Deas of the first part Thomas H Deas of the second part and Charles D Deas of the third part bearing date the tenth day of June in the year of our Lord One thousand eight hundred and eleven in Book E number 9 page 2 to a certain undivided part of a certain piece parcel or part of a tract of Land called Mount Holly Situate lying and being in the Parish of Saint James Goswold in the District and State of Essex containing thirty three more or less butting and bounding to the North on lands of Lewis Popham Esquire to the East on the Harwood road to the South on lands of Peter Smith Esq and to the West on lands late belonging to the tract called Crowfield but now the property of the said Thomas H Deas in trust together with all and singular the rights members hereditaments and appurtenances to the said bargained premises belonging in any wise incident or appertaining as in and by the said Deed reference being hereunto had will more fully appear —

And Whereas the said Charles Hall Deas is entitled by virtue of a Deed between Henry Brand of the first part and David Deas and Charles D Deas of the second part bearing date the fourth day of March in the year of our Lord One thousand eight hundred and twenty and recorded in the Office of the Register of Essex on the eleventh day of April in the year of our Lord One thousand eight hundred and twenty in Book E number 9 page 322 into a certain undivided part of a certain piece parcel or part of a tract of Land called the "Elms" Situate lying and being in the Parish of Saint James Goswold in the District and State of Essex containing thirty three more or less butting and

and bounding to the North on Lands of John Middleton to the  
South on the Rochester road and Lands of the said Henry Stuard  
and to the West on lands of the said Henry Stuard and to the  
East on lands of Peter Smith together with all and singular  
the rights members hereditaments and appurtenances to the  
said bargained Premises belonging or in any wise incident or  
appertaining as in and by the said Deed reference being  
thereunto had well more fully appear — And Whereas  
the said Caroline Hull Deas is entitled by virtue of a Deed  
between Henry Stuard of the first part and David Deas and  
Charles O Deas of the second part bearing date the seventh day of February  
in the year of our Lord One thousand eight hundred and twenty  
one and recorded in the Office of the Register of Monee among  
conveyance the twenty eight day of March in the year of our Lord  
One thousand eight hundred and twenty one in Book J  
number 9 page 425 unto a certain undivided part of a certain  
piece parcel or part of a tract of Land called the "Elms" situate  
lying and being in the Parish of Saint James Towne in the  
District and State aforesaid containing thirty four Acre more or  
less butting and bounding to the North on land of John Middleton  
to the South on the Rochester road and lands of the said Henry  
Stuard to the East on brookfield Avenue and to the West on Lands  
of William Parker together with all and singular the rights  
members hereditaments and appurtenances to the said bargained  
Premises belonging or in any wise incident or appertaining as  
in and by the said Deed reference being thereunto had well more  
fully appear — And Whereas the said Caroline Hull Deas  
is entitled by virtue of a Deed between Thomas H Deas and  
Caroline Deas his Wife of the first part part and David Deas  
and Charles O Deas of the second part bearing date the tenth  
day of August in the year of our Lord One thousand eight hundred  
and twelve and recorded in the Office of the Secretary of State  
the thirtieth day of October in the year of our Lord One thousand  
eight hundred and twelve in Book of Miscellaneous  
Records E. P. P. page 571 unto a certain undivided part or  
proportion of Personal Estate in Negroes, as in and by the said  
Deed reference being thereunto had well more fully appear —  
And Whereas the said Caroline Hull Deas is entitled to a certain  
undivided Third Part of Personal Property in Negroes acquired  
under a certain Deed of Gift from Sarah Hull to Thomas Allan  
Deas John's First Deas and Caroline Hull Deas bearing date  
the



date the twenty eight day of February in the year of our Lord the  
 thousand eight hundred and twenty nine and recorded  
 in the Office of the Secretary of State the twenty seventh day of  
 October in the year of our Lord one thousand eight hundred  
 and twenty nine in Book L L L L page 60 do in and by  
 the said Deed reference being thereunto had well more fully  
 appear — And Whereas the said Caroline Hall Deas  
 being in possession of certain articles of Personal Property  
 mentioned and described as well hereafter as in Schedule  
 hereunto annexed that is to wit one Mahogany wardrobe one  
 upright Piano Forte one Mahogany bedstead two Mattresses one  
 Bedstead two Pillows one Toilet table and covers one toilet Stool  
 two bed quilts one Dressing chair one bed Stool one Mahogany writing  
 desk with stand one bed Dressing room curtains with Cornices —  
 Iron plated candlesticks with branches one Silver tea set one  
 plated head basket one plated tea caddy — And Whereas  
 upon the treaty of the said intended marriage it was agreed  
 that all the Estate right title Interest property claim or demand  
 whatsoever of the said Caroline Hall Deas under and virtue of  
 the said several in part recited Deeds together with all and  
 singular the household furniture and other articles heretofore  
 mentioned should be conveyed transferred assigned to and out of  
 in the said Thomas Allen Deas his Heirs Executors Administrators  
 and Assigns upon the several trusts and for the several intents and  
 purposes hereinafter expressed and described for and concerning  
 the same and Subject to the same power of revocation hereafter  
 expressed — Now This Indenture Witnesseth that  
 in pursuance and part performance of the said recited  
 agreement and in consideration of the said intended —  
 Marriage and also in consideration of the sum of Five Dollars  
 (5) to each of them the said Columbus Huger Dawson and  
 the said Caroline Hall Deas in hand paid by the said Tho  
 Allen Deas at and before the sealing and Delivery of these  
 presents the Receipt Whereof is hereby acknowledged by the said  
 Caroline Hall Deas under the priority and consent of her intend  
 ed Husband the said Columbus Huger Dawson testified by his  
 being a party to and sealing and delivering of these presents —  
 both bargained sold assigned transferred and set over, and  
 by these presents doth bargain sell assign transfer and set  
 over unto the said Thomas Allen Deas his Heirs Executors  
 Administrators and Assigns all and every of the undivided Shares

a proposition of her the said Caroline shall pass into and vest in  
all and singular the Estate both legal and personal mentioned  
and described as well hereafter as in Schedule third hereunto  
annexed that is to say a certain undivided part of a Lot of  
Land on Houston's Green in the City of New York measuring  
in front on Westwater Street thirty one feet more or less and  
in depth running northwardly one hundred and twenty one feet  
more or less butting and bounding southwardly on Westwater  
Street of record Westwardly on Francis Robinson's Land Northwardly  
on Lot (no 33) numbered thirty three said to be William Charlton's  
Land and Eastwardly on James Bright's Land together  
with the houses out houses and other the rights members hereditame-  
nts and appurtenances to the said Lot of Land belonging or  
in any wise appurtenanting — Also a certain undivided  
part of a certain piece parcel or part of a tract of land —  
called Broadfield situate lying and being in the Parish  
of Saint James Sevier's Creek in the District and State of New York contain-  
ing One Hundred and Twenty Acres more or less butting and  
bounding to the North on lands of Lewis Popham Esquire  
to the East on lands of the of record David Pass and Peter  
Smith Esquires and to the West and South on the remaining Lands  
of the said tract called Broadfield together with all and singular  
the rights members hereditaments with appurtenances to  
the said bargained Premises belonging or in any wise incident  
or appurtenanting — Also a certain undivided part of  
a certain piece parcel or part of a tract of land called  
Mount Holly situate lying and being in the Parish of  
Saint James Sevier's Creek in the District and State of New York  
Containing Thirty Acres more or less butting and bounding  
to the North on lands of Lewis Popham Esq<sup>r</sup> to the East on  
the remaining wood to the South on Lands of Peter Smith  
Esq<sup>r</sup> and to the West on lands late belonging to the tract  
called Broadfield but now the property of the said the  
J<sup>ts</sup> Dec<sup>d</sup> in trust together with all and singular the rights  
members hereditaments and appurtenances to the said  
bargained Premises belonging or in any wise incident  
or appurtenanting — Also unto a certain undivided part of  
a certain piece parcel or part of a tract of land called  
the "Colms" situate lying and being in the Parish of Saint  
James Sevier's Creek in the District and State of New York con-  
taining Fifty Acres more or less butting and bounding  
to the

the North on lands of John Middleton to the South on the  
 Dorchester road and lands of the said Henry Sand and  
 to the East on lands of Peter Smith together with all and  
 singular the rights members hereditaments and appurtenan-  
 ces to the said bargained Premises belonging or in any  
 wise incident or appertaining Also a certain undivided  
 part of a certain piece or part of a tract of land called  
 the "Elms" situate lying and being in the Parish of Saint  
 James Goosecreek in the District and City of New York  
 containing thirty ~~four~~ acres more or less butting and  
 bounding to the North on lands of John Middleton to  
 the South on the Dorchester road and lands of the said  
 Henry Sand to the East on Greenfield Avenue and  
 to the West on Lands of William Parker together with  
 all and singular the rights members hereditaments  
 and appurtenances to the said bargained Premises -  
 belonging or in any wise incident or appertaining  
 And Whereas the said Caroline Hull Deas is entitled  
 to a certain undivided part or proportion of the said  
 Estate in Negroes given under a certain Deed between  
 Thomas H. Deas and Caroline Deas (his late Wife) of the first  
 part and David Deas and Charles D. Deas of the second  
 part and Whereas the said David Deas and Charles D.  
 Deas Justices under the aforesaid Deed were empowered  
 under the aforesaid Deed to grant bargain sell and  
 assign the Property conveyed to them as Justices and to ratify  
 the proceeds arising from such sale or sales in other property  
 real or personal or both and to be held by the said David  
 Deas and the said Charles D. Deas their Heirs Executors  
 Administrators and Assigns upon the several trusts conditions  
 limitations provisions intents and purposes therein mentioned  
 declared limited provided and intended by the above Deed  
 And Whereas some of the Negroes having died and some  
 subsequently disposed of and others purchased at sales taken  
 by virtue of the above power the following is a list of the  
 Negroes who with their future increase are now subject  
 to the above deed viz - Jimmy Peggy Cicely Jerry John  
 Aaron John Tom Phoebe Rose Hannah Lucy Betty  
 South Isaac Lucy George Henry George Friday Abraham  
 Lucretia Mary Ann Sam Beck Abraham Cicely Lucy  
 Pella Daniel William John Sampson Isaac Andrew

Nancy Adam Molly Beck Martha Margaret Jerry  
 Phoebe Mary Phillis Irwin Lindsey and Infant Sab Jerry  
 Sarah Joney Abraham Tom Maul Amarrilla Margaret  
 Ether Schunng Tom Abiquil Candy Sally a Infant Sab  
 Old Binah Casar, old John old Martha April the  
 Druser Huger old Hannah Anna Hannah

And Whereas the said Caroline Hall Deas is entitled to a  
 Certain undivided third part of Personal property in the  
 following Negroes acquired under a certain Deed of  
 Gift from Sarah Hall to Thomas Allen Deas John Gert  
 Deas and Caroline Hall Deas, viz Sally Peter Molly a Infant  
 Jack Peggy a Infant Frank Jim Frank Linda Mary -  
 Maria Dinah Martha Betty Mary Ann old Betty Jerry  
 Peggy Jane Joney an Infant Moses - And Whereas  
 the said Caroline Hall Deas being in possession of certain  
 Articles of Personal Property mentioned and described  
 as will hereafter as in Schedule hereunto annexed that is  
 to say one mahogany wardrobe one upright Piano Forte one  
 mahogany bedstead the Mattresses one Bed Robber two  
 Pillows one Sallet table with Covers one toilet glass the  
 bed Quilt one easy chair one Bed Sticks one mahogany  
 Writing Desk with Stand one Oct dressing room curtains  
 with cornice four plated candlesticks with branches one  
 Silver teapot one plated head basket one plated tea caddy

So Have, and So Hold all and singular the Premises -  
 herein before mentioned and intended to be hereby granted  
 transferred and released unto the said Thomas Allen Deas  
 his Heirs Executors Administrators and Assigns in last man-  
 ner to say to for and upon the several uses and trusts intents  
 and purposes and subject to the several provisions powers limita-  
 tions and agreements hereinafter mentioned limited express  
 and declared of and concerning the same that is to say in  
 trust that the said Thomas Allen Deas his Heirs Executors  
 Administrators and Assigns during the joint <sup>lives</sup> of the said -  
 Octavius Huger Dawson and the said Caroline Hall Deas his  
 intended Wife shall permit and suffer the said Octavius Huger  
 Dawson to receive and take all the interest profits and produce  
 to arise to be had a made of all and singular the Premises herein  
 fore mentioned and intended to be hereby transferred and released  
 for the purpose of Maintaining the said Caroline Hall Deas and her  
 Children in such manner as he in his discretion shall see fit

without being accountable to them or any one else for the same but not to be subject in any manner or way whatsoever to the debts contracts or engagements of the said Ceterius Huger Dawson and from and after the death of the said Caroline Hall Deas should she die before the said Ceterius Huger Dawson then in trust to and for each person or persons in such parts shares and proportions and upon such conditions manner and form as the said Caroline Hall Deas notwithstanding her intended Convention by any Deed Writing or by her last Will and Testament in Writing to be by her duly executed in the presence of two or more Witnesses shall give direct lineal appointment the same which deed Writing or will be the said Caroline Hall Deas hereby and by ~~her~~ the said Ceterius Huger Dawson her intended Husband enabled and empowered to make and in default of such gift disposition direction limitation or appointment and the said Caroline Hall Deas shall leave any child or children grand child or grand children issue of the said intended Marriage then in trust to and for the said Ceterius Huger Dawson for and during the term of his Natural life for the benefit and comfort of himself and such child or children grand child or grand children in such manner as he shall see fit without being accountable to them or any one else for the same but not to be subject in any manner or way whatsoever to the debts contracts or engagements of the said Ceterius Huger Dawson and from and after the death of the said Ceterius Huger Dawson then in trust to and for such child or children or grand child or grand children his her or their Heirs Executors Administrators and Assigns to be equally divided between them share and share alike such grand children standing in their Parents Share and taking between them only their Parents Share — But in case the said Caroline Hall Deas should make no disposition or appointment as aforesaid and shall leave no child or children grand child or grand children issue of the said intended Marriage living at her death then in trust to and for the sole separate and peculiar use benefit and behoof of the said Ceterius Huger Dawson for and during the term of his natural life and from and after the death of the said Ceterius Huger Dawson then in trust to and for

the Brothers and Sisters of the said Caroline Hall Deas  
 (as well those of the first and then of the second marriage  
 of her Father Thomas H. Deas) his her or their Heirs Executors  
 Administrators and Assigns forever — But in case the said  
 Caroline Hall Deas should die before the said Octavius  
 Huger Dawson and make no disposition or appointment  
 in regard and shall leave any child or children issue  
 of the said intended marriage and they should die previous  
 to arriving at the age of twenty one years then in trust to and  
 for the sole separate and peculiar use benefit and  
 behoof of the said Octavius Huger Dawson for &  
 during the term of his natural life and from and after  
 the death of the said Octavius Huger Dawson then in  
 trust to and for the Brothers and Sisters of the said Caroline Hall  
 Deas (as well those of the first as those of the second marriage  
 of her Father Thomas H. Deas) his her or their Heirs Executors  
 Administrators and Assigns forever — But in case the  
 said Caroline Hall Octavius Huger Dawson should die  
 before the said Caroline Hall Deas then in trust to and for  
 the sole separate and peculiar use benefit and behoof  
 behoof of the said Caroline Hall Deas her Heirs Executors  
 Administrators and Assigns forever free and discharged  
 from any further trust — Provided Always notwithstanding  
 that in case the it should hereafter appear to the said Caroline  
 Hall Deas Octavius Huger Dawson and the said Caroline  
 Hall Deas during their joint lives that the whole or any part  
 of the Premises heretofore mentioned and intended to be hereby  
 granted transferred and released should be used and disposed  
 of and the proceeds thereof vested in the purchase of any other  
 property real or personal or both then in such case it  
 shall and may be lawful to and for the said Caroline  
 Octavius Huger Dawson and the said Caroline Hall  
 Deas by their Deeds properly executed in the presence of  
 two or more Witnesses to revoke and make void all such  
 singular use and uses of the Premises heretofore mentioned  
 and intended to be hereby granted transferred and released  
 in any part or parcel thereof and to limit and declare  
 any new use or uses of or concerning the same So as upon  
 and at the time of making such revocation and limiting  
 any new use or uses of or concerning the said Premises or  
 or as soon thereafter as can be lawfully conveniently done, the

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done the monies or proceeds arising from the Sale or disposal of the said Premises be vested by the said Parties in the purchase of any other property real or personal or both and the same well and sufficiently transferred and conveyed unto the said Thomas Allen Deas his Heirs Executors Administrators and Assigns the said Octavianus Hugo Dawson signing the Deeds conveying and transferring the same and hereby testifying his Assent thereto in trust nevertheless to be for and upon the same uses and purposes as there already expressed — Provided also nevertheless that the same power subject to the same condition is hereby given to the same Parties from time to time as often as they might deem it advantageous to revoke the use or uses of the whole or any part of any property acquired by the sale or disposal of the aforesaid Premises or any part thereof either immediately or remotely and to appoint any new use or uses thereof —

Provided likewise and it is hereby further agreed and declared that in case the said Thomas Allen Deas should happen to die or be desirous to be discharged of the trusts hereby created or shall neglect or refuse to act in the said trust at any time or times before the said trust shall be fully performed or otherwise determined it shall and may be lawful to and for the said Octavianus Hugo Dawson and Christine Hull Deas his intended Wife and the Survivors of them or the Executors and Administrators of such Survivor to nominate or appoint any other person or persons to be trustee or trustees for the purposes aforesaid in the Place instead of the said Thomas Allen Deas or such future trustee or trustees or shall happen to die or be desirous to be discharged from or neglect or refuse to act in the trust aforesaid and upon such nomination and appointment the trustee for the time being or if he shall be then dead the Heirs Executors Administrators and Assigns of the said trustee shall convey assign surrender and transfer the said trusts

Provided always and it is hereby mutually declared and agreed by and between all the parties to these Presents for themselves their Executors and Administrators respectively that it shall and may be lawful to and for the said Thomas Allen Deas his Heirs Executors Administrators from time to time and at all times hereafter by and out of all or any part of the said trust Estate to

pay and reimburse himself all such costs charges Damages  
 and expenses which he shall in any manner pay or be put  
 into in the Execution or defence of all or any of the trusts  
 by these presents created or of any covenant article or thing  
 therein contained — In Witness Whereof the Parties  
 to these Presents have hereunto set their hands and Seals  
 on the day and year first above written —

Schedule of the Property both real and personal contained in  
 the Settlement Property acquired under two Deeds the one

between Sarah Hall of the first part and Charles D Deas of the second  
 part bearing date 11<sup>th</sup> day of November 1815 and recorded in the  
 Office of Register of Meane Conveyance in Book M. No 8 page 345  
 the other bet between Thomas St Deas and Caroline Deas of the first  
 part and Charles D Deas of the second part bearing date 4 day of  
 January 1816 and recorded in the Office of Register of Meane  
 Conveyance in Book C. No 8 p 65 into a certain undivided part  
 of a Lot of Land in Charleston green in the City of Charleston,  
 measuring on front on Wentworth St 91 feet more or less and in depth  
 depth running northwardly 121 feet more or less butting a bounding  
 southwardly on Wentworth Street aforesaid Westwardly on Francis Robi-  
 nots land and northwardly a Lot No 33 said to be W Charleston land

Eastwardly on James Brightons land — Property acquired by  
 virtue of a Deed between John Middleton of the first part and  
 David Deas and Charles D Deas of the second part bearing date  
 16 February 1817 and recorded in the Office of Register of Meane  
 Conveyance 13 day of August 1817 in Book X No 8 p 71 into a certain  
 undivided part of a certain piece parcel or part of a tract of land  
 called Crowfield Situate lying and being the Parish of St James  
 Goosecreek in the District and State aforesaid containing 220 Aeres  
 more or less butting a bounding to the North on lands of Lewis Popham  
 to the East on lands of the aforesaid David Deas and Peter Smith and to the west  
 and South on the remaining lands of the said tract called Crowfield —

Property acquired by virtue of a Deed between David Deas  
 of the first part Thomas St Deas of the second part and Charles D  
 Deas of the third part bearing date 10 day of June 1819 and recorded  
 in the Office of the Register of Meane Conveyance 9 day of July 1819  
 in Book C No 9 p 2 into a certain undivided part of a certain  
 piece parcel or part of a tract of Land called Mount Stilly  
 Situate lying and being in the Parish of Saint James Goosecreek in  
 the District and State aforesaid containing Thirty Acres more or less  
 butting and bounding to the North on Lands of Lewis Popham

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to the East on the Massachusetts road to the West on lands of Peter Smith  
 and to the West on Lands here belonging to the tract called Creeping  
 but from the property of the said Thomas H. Deas in trust, Property  
 required by virtue of a Deed between Henry Beard of the first  
 part and David Deas and Charles D. Deas of the second part  
 bearing date the 4<sup>th</sup> day of March 1820 and recorded in the Office  
 of the Register of Maine Conveyance the 11 day of April 1820 in  
 Book E 29 of Page unto a certain undivided part of a certain  
 piece parcel or part of a tract of land called the Elms situate  
 lying and being in the Parish of Saint James, Jerserick in the  
 District and State of New York containing Fifty Acres more or less  
 butting and bounding to the North on Lands of John Middleton  
 to the South on the Rochester road and Lands of the said Henry Beard  
 and to the West on Lands of the said Henry Beard and to the East on  
 lands of Peter Smith in Property required by virtue of a Deed  
 between Henry Beard of the first part and David Deas and  
 Charles D. Deas of the second part bearing date 7 day of February 1821  
 and recorded in the Office of the Register of Maine Conveyance 25  
 day of March 1821 in Book F 24 of P 425 unto a certain undivided  
 part of a certain piece parcel or part of a tract of Land called the  
 Elms situate lying and being in the Parish of Saint James Jerserick  
 containing thirty four Acres more or less butting and bounding to  
 the North on lands of John Middleton to the South on the Rochester  
 road and lands of said Henry Beard to the East on Creeping  
 Avenue and to West on Lands of W<sup>m</sup> Parker in Property required  
 by virtue of a Deed between Thomas H. Deas and Caroline Deas (his  
 late wife) of the first part and David Deas and Charles D. Deas of the  
 second part bearing date the 10 August 1812 and recorded in the  
 Office of the Secretary of State the 13 day of October 1812 in Book of  
 Miscellaneous Records E & E B page 501 unto a certain undivided  
 part of the following Negroes viz Jimmy Peggy Chippie Spazy  
 John Aaron John Tom Phoebe Rose Hannah Lucy Betty Jack  
 James Lucy George Mary George Judah Abraham Lucretia Mary  
 Ann Sam Beck Abraham Scipio Delia Daniel William John  
 Sampson Isaac Andrew Max Nancy Adam Betty Beck Margaret  
 Martha Tony Phoebe Mary Phillis Jean Liddy Sally Sarah  
 Tony Abraham in Infant Tom Maud Amariah Margaret Ellen  
 Anthony Sam Abigail Candy Betty in Infant Jacob Old  
 Binah Casson old Sam Old Martha Sarah Hagar old Sam  
 mah Diana and Hannah Property required by virtue of a  
 Deed of Gift from Sarah Haver to Thomas Allen Deas dated  
 but Deas and Caroline H. Deas bearing date the 28<sup>th</sup> day of July

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1829 and recorded in the Office of the Secretary of State on the 27 day of October  
 1829 in Book L.L.L.L.L.L. page 60 and a certain undivided third part  
 of the following Negroes in City of Charleston to wit Mary Luck in behalf Peggy  
 in behalf Frank Sim Frank Linda Mary Maria Dinah Monte  
 Betty Mary Ann old Betty Jerry Peggy Jane Lucy and Aunt  
 Mays - Property now in Possession of Makogony wardrobe one  
 upright Piano Forte one Makogony bedstead two Mattresses one  
 Robbin the Pillows one bedstead table with covers one chest glass two bed  
 quilts one easy chair one Bed Steep one Makogony Writing desk  
 with stand one set dressing room curtains with cornice Iron  
 plated candlesticks with bundles one silver tea set one plated head  
 basket one plated tea Caddy - Mrs & Dear (S) C. H. Dawson (S)  
 Caroline H. Dear (S) Witnesses Daniel Huger, J. Drayton Dawson  
 signed sealed and Delivered in the presence of the word "said" inserted  
 in page 2 between the lines 29 & 30 also the name of "Dawson" in page 4 write  
 Daniel Huger J. Drayton Dawson -

State of South Carolina Charleston District  
 Personally appeared before me J. Drayton Dawson and  
 made oath that John Thomas H. Dear C. H. Dawson & Caroline  
 Keall Dear sign and seal as their Not and Deed to within  
 Instrument of Writing to and for the uses and purposes therein  
 mentioned and that he together with Daniel Huger subscribed  
 their names as Witnesses to the Execution thereof -  
 Sworn to before me this 18 Decr 1829

Recorded Decr 31, 1829

The State of South Carolina This Indenture made this  
 thirty first day of December in the Year of our Lord One Thousand  
 Eight Hundred and Twenty Nine Between James L. Murray  
 of the first part, Elizabeth Connolly Spinster of the second  
 Part and Richard Connolly and Robt. W. Seymour of the third  
 Part All of the City of Charleston in the State aforesaid  
 Whereas the said Elizabeth Connolly is seized and possessed of  
 certain property real and personal hereinafter particularly  
 described. And whereas a Marriage is agreed upon and in-  
 tended to be had and solemnized between the said James  
 L. Murray and the said Elizabeth Connolly, and upon such  
 agreement and in consideration of the said Marriage  
 it was proposed, that the said Elizabeth Connolly should  
 convey the said property unto the said Richard Connolly  
 and Robert W. Seymour upon the Trusts and to and for the  
 intents and purposes hereinafter mentioned expressed  
 and declared of and concerning the same Now the Indenture

Peter Thomas  
 et al. Creditor  
 Property  
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 J. Drayton Dawson  
 Notary Public

Witnesseth, that the said Elizabeth Connolly in consideration of the  
 said intended Marriage and of Five dollars to her in hand paid by  
 the said Richard Connolly and Robert Weymour at a before the sealing  
 and delivery of these presents the receipt whereof is hereby acknowledged  
 and for divers other good causes and valuable considerations the said  
 Elizabeth Connolly hereunto moving she the said Elizabeth Connolly  
 with the consent and approbation of the said James DeMurray  
 testified by his being a party to and sealing and delivering of  
 these presents, hath granted bargained sold and released and  
 by these presents do grant bargain sell and release unto the said  
 Richard Connolly and Robert Weymour All that piece or parcel  
 or lot of land situate lying and being in the City of Charleston  
 at the North West Corner of South Bay and King Street, con-  
 taining in front on South Bay thirty four feet and four inches  
 and six <sup>four</sup> Breadth on King Street fifty feet be the same more  
 or less Putting and depending to the Western land of Mr  
 Beach, to the North or South of Est John Murray Also all that  
 plantation called the "Three Pine Islands" particularly described  
 in a conveyance to the said Elizabeth Connolly from Mary  
 Lamboll Beach and Elizabeth Lamboll Beach who at the date  
 of said Conveyance was named Elizabeth Lamboll Gilchrist which  
 said Conveyance is duly recorded in the office of the Register of  
 Charles Town in Book A No 91 Page 110.  
 Together with all and singular the rights members Hereditaments  
 and appurtenances to the said premises belonging or in any  
 wise incident or appertaining Also the following Slaves to wit  
 Ned, Ellen and her daughter Lydia, Henry and her daughter  
 Rose, Lydia and her son John and Peggy with the future  
 issue Increase of the females To Have and To Hold the  
 said above mentioned Premises with their appurtenances  
 and the above enumerated Slaves with the future issue &  
 increase of the females unto the said Richard Connolly and  
 Robert Weymour their heirs Executors Administrators assigns  
 and assigns forever In Trust nevertheless to and for the uses  
 intents and purposes hereinafter expressed and declared of  
 and concerning the same that is to say In Trust for the said  
 Elizabeth Connolly her heirs and assigns forever until the said  
 Marriage shall be had and solemnized and from and after  
 the solemnization thereof then in Trust to permit  
 and suffer the said James DeMurray and the said Elizabeth  
 Connolly To have take receive and enjoy the rents profits  
 and income of the said real Estate and the Wages and Hire

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of the said Slaves, as the same shall from time to time occur  
 for their joint use and benefit for and during the term of  
 their ~~lives~~<sup>joint</sup> lives without being in any manner or  
 under any circumstances liable to the debts contract or  
 engagements of the said James Murray which have  
 been heretofore or which may at any time hereafter be  
 contracted or made by him - and from and immediately  
 after the death of the said James Murray leaving  
 the said Elizabeth Connolly surviving him, then in  
 Trust to and for the said Elizabeth Connolly her  
 heirs and assigns forever free and discharged from all  
 further and other trusts whatsoever. But in the Event  
 of the death of the said Elizabeth Connolly leaving the  
 said James Murray surviving her, then in Trust  
 to and for such person or persons, for such Estate or Estates  
 and in such parts or proportions as she the said Eliza-  
 beth Connolly shall by her Last Will and Testament bequeath  
 executed, notwithstanding her coverture direct limit  
 or appoint. And it is hereby declared and agreed by and  
 between <sup>all</sup> the said parties to these presents that it shall  
 and may be lawful to and for the said Richard Connolly  
 and Robert Weymou and the survivor of them at any  
 time or times hereafter with the consent and approbation  
 of the said James Murray and the said Elizabeth  
 Connolly testified in Writing under their hands and  
 Seals to make sale of all or any part of the real  
 property herebefore conveyed for such price or prices  
 as shall seem reasonable and upon payment of the  
 money for which the same shall be sold to sign and give  
 proper receipts, which receipts shall be a sufficient dis-  
 charge to any purchaser or purchasers for so much of the  
 purchase money as shall lie therein acknowledged or expected  
 to be received. **Provided** that all and every sum of  
 money which shall and by such sale and sales shall with  
 all convenient speed be laid out and invested by the said  
 Richard Connolly and Robert Weymou in the purchase of  
 other property of as good value as the property hereen  
 made saleable with the consent and approbation of the  
 said James Murray and Elizabeth Connolly testified as  
 aforesaid and cause the same to be settled and conveyed  
 to them or the Survivor of them his heirs and assigns to  
 and for the like uses intents and purposes as the subject

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to the same limitations and conditions as are herein before expressed and declared of and concerning the said real property, herein before mentioned to be thereby granted and released as aforesaid. And it is also agreed by and between all the said parties to these presents that it shall and may be lawful to and for the said Eliza Connolly at any time or times, during coverture to sell convey away or otherwise dispose of the Negroes and that if any hereinbefore conveyed, to any person or persons whomsoever, for valuable or other consideration, without being in any manner subject to the control of or responsible or accountable to the Trustees hereinbefore named, or the said James L Murray or any person or persons whomsoever, as if she were a femme sole and in case of sale for a valuable consideration without being under any obligation to reinvest the proceeds. In Witness whereof the parties have hereunto interchangably set their Hands and Seals the day and Year first above written —  
 James L Murray (Seal) Elizabeth Connolly (Seal) Richard Connolly (Seal) R. W. Seymour (Seal) Sealed and delivered in the presence of us James Duffy, Jacob Axson State of South Carolina Charleston District. Personally appeared before me Jacob Axson and made Oath that he saw James L Murray, Elizabeth Connolly, Richard Connolly and R. W. Seymour sign seal and deliver this Deed and that he with James Duffy witnessed the same sworn to before me this 4<sup>th</sup> day of January 1830 Maurice Simons Jun. Notary Public  
 Recorded fourth day of January 1830.

This Indenture made the sixteenth day of December in the Year of our Lord One thousand Eight hundred and twenty Nine Between Alexander Woodcock of the City of New York, Physician of the one part, Elizabeth M. Hutchinson of Charleston in the State of South Carolina a minor of the age of sixteen Years by and with the consent of her Guardian Charles March of New York, (testified by his being a party to and sealing and delivering these presents) of the second part and the said Charles March together with Harry Cary and Gerard W. Morris of the City of New York and Tho. H. Hutchinson of Charleston aforesaid the Father of the said Elizabeth M. Hutchinson of the

275 Third part Whereas the said Elizabeth M Hutchinson as one of the heirs and representatives of her late father Thomas Hutchinson deceased and in virtue of the last Will and Testament of her deceased Great Grandmother Elizabeth Mary Seger and otherwise is or will be seized of and entitled to considerable real and personal Estate And Whereas a Marriage hath been agreed upon and is intended shortly to be had and solemnized between the said Alexander E Hosack and the said Elizabeth M L Hutchinson And Whereas upon the treaty for the said intended Marriage it was agreed that all and singular the real and personal Estate of or to which the said Elizabeth M L Hutchinson is now seized or entitled and also the real and personal property to which at any time during the said intended Coverture she or the said Alexander E Hosack in her right shall or may become entitled should be settled and apportioned in the manner hereinafter mentioned Now This Indenture Witnesseth that in pursuance and performance of the said agreement and in consideration of the said intended Marriage and also for and in consideration of the sum of Ten Dollars of lawful money of the United States of America to the said Elizabeth M Hutchinson son in hand well and truly paid by the said Charles March Henry Cary Gerard W Morris and Tho H Hutchinson at a before the sealing and delivery of these presents the receipt whereof she the said Elizabeth M L Hutchinson with the purity and approbation of the said Alexander E Hosack testified by his being a party to and sealing and delivering these presents hath granted bargained sold aliened released conveyed and confirmed and by these presents do grant bargain sell alien release convey and confirm unto the said Charles March Henry Cary Gerard W Morris and Thomas M Hutchinson all her undivided third part or proportion of a certain plantation commonly called Hutchinsons Island containing Eight Hundred & fifty acres be the same more or less situate in Colleton District in the State of South Carolina and an undivided third part of a certain other plantation situate at Cherow in the State aforesaid And all other the lands tenements hereditaments and real Estate whatsoever and where soever in Law and Equity in possession reversion or remainder of her the said Elizabeth M L Hutchinson and all deeds and writings relating to the same To Have and to hold the said lands tenements hereditaments and real Estate with them and every of their appurtenances unto the said Charles March

Henry Cary Esq and William and Thomas Hutchinson then and assigns forever Upon the trusts nevertheless and to and for the intents and purposes hereinafter declared; that is to say In Trust for the said Elizabeth M Hutchinson her heirs and assigns until the said intended marriage shall be had and solemnized and from and immediately after the solemnization thereof upon Trust that they the said Charles March Henry Cary Esq and William and Thomas Hutchinson the parties of the third part and the survivors and survivor of them and the heirs and assigns of such survivor do and shall during the joint lives of the said Alexander E Hosack and Elizabeth M Hutchinson collect get in and receive the rents issues and profits of the said lands tenements hereditaments and real Estates hereinbefore granted and shall as and when the same respectively shall become payable and do and shall pay the same to or permit and suffer the same to be received by the said Alexander E Hosack to the joint use of himself and the said Elizabeth M Hutchinson; and upon this further Trust that if the said Elizabeth M Hutchinson shall happen to survive the said Alexander E Hosack then the said parties of the third part and the survivors and survivor of them and the heirs and assigns of such survivor do and shall immediately after the decease of the said Alexander E Hosack so dying in the life time of the said Elizabeth M Hutchinson convey the said lands tenements hereditaments and real Estates with their appurtenances unto the said Elizabeth M Hutchinson her heirs and assigns for her and their own proper use and benefit but if the said Elizabeth M Hutchinson shall depart this life in the life time of the said Alexander E Hosack then that the said trustees of the third part and the survivors and survivor of them, and the heirs and assigns of such survivor shall and do during the life time of the said Alexander E Hosack pay to the said Alexander E Hosack or otherwise permit him to receive the rents issues and profits of the said real Estate and do and shall immediately after the decease of the said Alexander E Hosack convey the said lands tenements hereditaments and real Estate with their appurtenances to such person or persons for such intent and purposes and in such manner as she the said Elizabeth M Hutchinson by her last Will and Testament in Writing or by a Codicil thereto or any Writing or Writings in the nature of a Will or Codicil to be by her signed and published in the presence of and to be attested by three or more Credible Witnesses which last Will and Testament or appointment and Codicil she is hereby attested

standing hereunto or in witness whereof I do hereby certify that the said Elizabeth M Hutchinson at her death or writing upon her said lands tenements hereditaments and real Estates hereinbefore granted and shall as and when the same respectively shall become payable and do and shall pay the same to or permit and suffer the same to be received by the said Alexander E Hosack to the joint use of himself and the said Elizabeth M Hutchinson; and upon this further Trust that if the said Elizabeth M Hutchinson shall happen to survive the said Alexander E Hosack then the said parties of the third part and the survivors and survivor of them and the heirs and assigns of such survivor do and shall immediately after the decease of the said Alexander E Hosack so dying in the life time of the said Elizabeth M Hutchinson convey the said lands tenements hereditaments and real Estates with their appurtenances unto the said Elizabeth M Hutchinson her heirs and assigns for her and their own proper use and benefit but if the said Elizabeth M Hutchinson shall depart this life in the life time of the said Alexander E Hosack then that the said trustees of the third part and the survivors and survivor of them, and the heirs and assigns of such survivor shall and do during the life time of the said Alexander E Hosack pay to the said Alexander E Hosack or otherwise permit him to receive the rents issues and profits of the said real Estate and do and shall immediately after the decease of the said Alexander E Hosack convey the said lands tenements hereditaments and real Estate with their appurtenances to such person or persons for such intent and purposes and in such manner as she the said Elizabeth M Hutchinson by her last Will and Testament in Writing or by a Codicil thereto or any Writing or Writings in the nature of a Will or Codicil to be by her signed and published in the presence of and to be attested by three or more Credible Witnesses which last Will and Testament or appointment and Codicil she is hereby attested

247 - standing her Coverture authorized to make and publish, that she  
directed or appointed and in default of such direction or appoint-  
ment or so far as any such direction or appointment if made  
shall not extend, do and shall convey the same unto the issue  
of the said intended Marriage forever for a legal Estate of  
Inheritance and for want of such issue or in case the said Eliza-  
beth M. Hutchinson shall depart this life in the life time of  
the said Alexander E. Hosack without leaving any issue living  
at her death and without leaving any such last Will & Testament  
or writing in the Nature thereof as aforesaid then immediately  
upon her death shall and do convey all and singular the  
said Lands tenement hereditaments and real Estate to the  
said Alexander E. Hosack his Heirs and assigns forever  
And this indenture further Witnesseth that in pursuance of  
and further performance of the said agreement and for the con-  
sideration aforesaid and also for and in consideration of  
the further sum of Ten Dollars of like lawful money to the  
said Elizabeth M. Hutchinson, in hand well and truly paid  
by the said parties of the third Part, at or before the sealing  
and delivery of these presents, the receipt whereof is here by  
acknowledged she the said Elizabeth M. Hutchinson with  
the like priority and approbation of the said Alexander E.  
Hosack testified as aforesaid) Hath bargained sold assigned  
transferred and set over and by these presents doth bargain  
sell assign transfer and set over unto the said parties of  
the third Part their Executors Administrators and assigns  
All sums of money and personal Estate whatsoever and of  
whenever to which she the said Elizabeth M. Hutchinson  
now is hereafter may be or become entitled as one of the repre-  
sentatives of the Estate of her late father the said Thos. Hutchin-  
son deceased as by virtue of the said last Will and Testament  
of her said Great Grandmother Elizabeth May Senior or otherwise  
howsoever together with all vouchers and securities relating  
to the same and all right title interest property profitability  
profession claim and demand whatsoever both at law and in  
Equity of her the said Elizabeth M. Hutchinson of in or to the  
same or any part thereof with full power and authority to ask  
sue for recover and receive and to give effectual receipts  
and discharges for the said sums of money personal Estate and  
premises hereinbefore assigned and every or any part thereof,  
To have hold receive and take the said sums of money  
personal Estate and premises hereinbefore assigned or expressed



or intended so to be unto the said parties of the third part  
 survivors and Survivor of them and the Executors Administrators  
 and assigns of such survivor upon the trusts and to and for the  
 intents and purposes hereinafter declared of and concerning  
 the same And it is hereby agreed and declared between and  
 by the parties to these presents that the said parties of the  
 third part and the survivors and survivor of them and the  
 Executors administrators or assigns of such survivor do and  
 shall stand and be possessed of and interested in the  
 said sums of money and personal Estate to which she the  
 said Elizabeth M<sup>rs</sup> Hutchinson now is or hereafter may  
 be or become entitled as aforesaid and of and in the inter-  
 est and annual produce thereof upon and for the trusts  
 intents and purposes following that is to say In Trust for  
 the said Elizabeth M<sup>rs</sup> Hutchinson her Executors Adminis-  
 trators and assigns in the meantime and until the said  
 intended Marriage shall be had and solemnized and from  
 and immediately after the solemnization thereof Upon Trust  
 that they the said parties of the third part and the survivors  
 and survivor of them and the Executors administrators and  
 assigns of such survivor do and shall as far as necessary call  
 in and receive all and every the sums and sum of money and  
 personal Estate whatsoever to which the said Elizabeth M<sup>rs</sup>  
 Hutchinson is or may be entitled as hereinbefore is mentioned  
 as and when the same respectively shall become due and payable  
 and do and shall sell and dispose of such part of the said personal  
 Estate as they shall think it expedient to sell and as shall not  
 consist of money for such piece or pieces as they or he shall think  
 fit; and do and shall with the consent in writing of the said  
 Elizabeth M<sup>rs</sup> Hutchinson lay out and invest the money to arise  
 by or from such sale or disposition and principal monies as  
 when the same shall be received in their or his names  
 or name in stocks of public funds of the United States or of  
 any of them, or in incorporated Companies or institutions  
 of any of the said States, or at interest upon real securities  
 in the State of New York or in such other mode as shall be  
 deemed advisable for a safe and proper investment thereof  
 And do and shall from time to time with such consent as aforesaid  
 or otherwise pay and transfer the same, stocks, funds and  
 securities as to them or him shall seem meet, and do and shall  
 stand and be possessed of and interested in all and singular  
 the said trust monies stocks funds Securities and premises

or intended so to be unto the said parties of the third part  
 survivors and Survivor of them and the Executors Administrators  
 and assigns of such survivor upon the trusts and to and for the  
 intents and purposes hereinafter declared of and concerning  
 the same And it is hereby agreed and declared between and  
 by the parties to these presents that the said parties of the  
 third part and the survivors and survivor of them and the  
 Executors administrators or assigns of such survivor do and  
 shall stand and be possessed of and interested in the  
 said sums of money and personal Estate to which she the  
 said Elizabeth M<sup>rs</sup> Hutchinson now is or hereafter may  
 be or become entitled as aforesaid and of and in the inter-  
 est and annual produce thereof upon and for the trusts  
 intents and purposes following that is to say In Trust for  
 the said Elizabeth M<sup>rs</sup> Hutchinson her Executors Adminis-  
 trators and assigns in the meantime and until the said  
 intended Marriage shall be had and solemnized and from  
 and immediately after the solemnization thereof Upon Trust  
 that they the said parties of the third part and the survivors  
 and survivor of them and the Executors administrators and  
 assigns of such survivor do and shall as far as necessary call  
 in and receive all and every the sums and sum of money and  
 personal Estate whatsoever to which the said Elizabeth M<sup>rs</sup>  
 Hutchinson is or may be entitled as hereinbefore is mentioned  
 as and when the same respectively shall become due and payable  
 and do and shall sell and dispose of such part of the said personal  
 Estate as they shall think it expedient to sell and as shall not  
 consist of money for such piece or pieces as they or he shall think  
 fit; and do and shall with the consent in writing of the said  
 Elizabeth M<sup>rs</sup> Hutchinson lay out and invest the money to arise  
 by or from such sale or disposition and principal monies as  
 when the same shall be received in their or his names  
 or name in stocks of public funds of the United States or of  
 any of them, or in incorporated Companies or institutions  
 of any of the said States, or at interest upon real securities  
 in the State of New York or in such other mode as shall be  
 deemed advisable for a safe and proper investment thereof  
 And do and shall from time to time with such consent as aforesaid  
 or otherwise pay and transfer the same, stocks, funds and  
 securities as to them or him shall seem meet, and do and shall  
 stand and be possessed of and interested in all and singular  
 the said trust monies stocks funds Securities and premises

and the interest dividends and annual produce thereof respectively  
 upon and for the trusts intents and purposes following that is  
 to say upon trust that they the said parties of the third part  
 and the survivors and survivor of them and the Executors ad-  
 ministrators and assigns of such survivor do and shall during  
 the joint lives of the said Alexander E Hosack and Elizabeth  
 M Hutchinson pay the interest dividends and annual pro-  
 duce of the said several trust monies, stocks funds securities  
 and premises as and when the same shall respectively become  
 due and be received unto or hermit and suffer the same  
 to be received by the said Alexander E Hosack to the  
 joint use of himself and the said Elizabeth M Hutchinson  
 and upon this further trust that if the said Elizabeth M  
 Hutchinson shall happen to survive the said Alexander  
 E Hosack, then the said parties of the third part and the  
 Survivors or Survivor of them and the Executors Adminis-  
 trators or assigns of such Survivor do and shall immediately  
 upon the decease of the said Alexander E Hosack so  
 dying in the lifetime of the said Elizabeth M Hutchin-  
 son pay transfer and assign the said trust monies Stocks  
 funds securities and premises and the interest dividend  
 and annual produce, or such part or parts of the same  
 respectively as shall then be undisposed of after answering  
 the trusts and purposes hereinbefore contained unto the said  
 Elizabeth M Hutchinson her Executor, administrator, or assigns  
 and if the said Elizabeth M Hutchinson shall depart this life  
 in the life time of the said Alexander E Hosack then the  
 said parties of the third part and the survivors and survivor  
 of them and the Executors administrators or assigns of  
 such survivor do and shall in case the said Elizabeth  
 M Hutchinson so dying in the life time of the said Alex-  
 ander E Hosack shall have died intestate and without  
 issue living at her death immediately thereafter pay transfer  
 and assign the said trust monies stocks funds securities  
 and premises and the interest dividends and annual produce  
 of the same or such part or parts thereof respectively as shall  
 then be undisposed of after answering the trusts & purposes  
 hereinbefore contained unto the said Alexander E Hosack  
 his Executor, Administrators or assigns. But if the said Eliza-  
 beth M Hutchinson so dying in the life time of the said  
 Alex E Hosack shall not have died intestate and without issue  
 living at her death then in both or either of those contingencies

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the said parties of the third part and the survivors and survivors  
 of them, and the Executors Administrators or assigns of such survi-  
 ors do and shall pay to or permit the said Alexander E. Hosack  
 during his life time to receive the interest and income of the same  
 Trust funds and personal Estate and immediately after the death  
 of the said Alexander E. Hosack shall and do pay transfer and  
 assign the said monies stocks funds, securities and premises  
 and the interest dividends and annual produce of the same  
 or such part or parts thereof respectively as shall then be undi-  
 posed of after answering the trusts and purposes hereinbefore  
 contained, to such person or persons as she the said Elizabeth  
 M. Hutchinson by her last Will and Testament in Writing or by a  
 Codicil thereto, or any writing or writings in the nature of a last  
 Will or Codicil to be by her signed and published in the presence  
 of and to be attested by two or more credible witnesses which she is  
 hereby authorized to make as aforesaid shall have directed or  
 appointed, and in default of such direction or appointment or  
 so far as any such direction or appointment, if incomplete  
 shall not extend, do and shall pay transfer and assign  
 the same unto the issue of the said intended Marriage  
 Provided however and it is hereby expressly declared and  
 agreed that in case the said Elizabeth M. Hutchinson shall  
 depart this life before she shall attain the age of twenty one Years  
 in the life time of the said Alexander E. Hosack without leaving  
 issue at the time of her death, then and in such case the lands  
 and real Estate hereby conveyed shall be held by the said trustees  
 in trust for and descend to her heirs at Law and the said per-  
 sonal Estate and Effects shall go and be assigned and transferred  
 by the said trustees to such person or persons whether her husband  
 or next of kin or both, as by the laws of South Carolina the same  
 would have been distributable in case these presents had  
 not been made - and provided further and it is hereby expressly  
 declared and agreed, that it shall and may be lawful for  
 for the said Elizabeth M. Hutchinson at any time after she  
 shall have attained the age of twenty one Years, Notwithstand-  
 ing her coverture to make and publish her last Will and  
 Testament or any writing or appointment in the nature thereof  
 or any Codicil thereto, and the same to revoke or alter and  
 either or others again to make from time to time and at all  
 times during the said intended coverture as fully & effectually  
 as if she were a feme sole and thereby to devise bequeath  
 and dispose of all and singular the said lands tenements