

South Carolina

dated 8/2 to say (over)

This Indenture Tripartite made the Seventeenth day of December in the Twentieth year of the Sovereignty and Independence of the United States of America and in the Year of our Lord one thousand seven hundred and ninety five, Between Sarah Adams of Edisto Island Spinster of the first part, and Leighton Wilson of the same place Esquire of the second part, and James Jaffrays, Daniel Jenkins and Henry Richardson Esquires of the third part, Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Sarah Adams and Leighton Wilson, And Whereas the said Sarah Adams at the time of executing these presents is lawfully seised in her demesne as of fee simple of sundry lands messuages tenements hereditaments and other real estate hereinafter particularly described, and is also entitled to and possessed of a considerable personal property and estate consisting of the Negroes and other Slaves hereinafter mentioned and named, And whereas upon the treaty of and previous to the intended marriage aforesaid it hath been and is agreed by and between the said Sarah Adams and Leighton Wilson that the real and personal estate of the said Sarah Adams shall be by her granted released & assigned to and vested in them the said James Jaffrays, Daniel Jenkins and Henry Richardson their heirs Executors Administrators and Assigns upon the special trust and confidence and to and for the several uses intents and purposes herein after mentioned limited expressed and declared of and concerning the same. Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the said intended marriage and also of ten shillings sterling money to the said Sarah Adams in hand well and truly paid, the receipt whereof is hereby acknowledged and for divers other good and sufficient causes and considerations her hereunto specially moving, she the said Sarah Adams, by and with the privity and consent of the said Leighton Wilson her intended husband testified by his being a party to and executing these Presents, hath granted bargained sold aliened remised released and confirmed and by these Presents Doth grant bargain sell alien remise release and confirm unto the said James Jaffrays, Daniel Jenkins and Henry Richardson (in their actual possession now being by virtue of a Bargain and sale to them thereof made for one whole year by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for transferring uses into possession) and to their heirs

ed clearly
acts what
ministrators
presents that
ted Trustee
uthority to
and virtue
unts inter
ist above
Ferguson (2)
John M.
75
the forego
at eight
Ferguson
a certain
son by Willi
am Fernu
3 Titus
7 Dephone
H. 12 Isaac
ht Hundred
son deceased
tain Stock
a crop and
Bradwell
th and by
Henry Bow
Ferguson
to wit
e was person
Bradwell
e foregoing
ntioned, and
be their
Deed
Twenty
3 Nov. 1795

and Assigns, All that Plantation or Tract of Land containing Acres on Edisto Island bounding Southwardly on Land of William Eddings Westwardly on Land of Joseph Palmerton Eastwardly on Land of Ephraim Michael and Northwardly on Hickory Creek, and also all and singular the Lands Tenements, Negroes and Hereditaments whatsoever and wheresoever the same may be situated or are or which have descended to or become vested in or which the said Sarah Adams may be or is in any wise interested in or entitled unto by any manner of ways and means whatsoever as if the same were therein particularly contained and described, Together with all and singular the houses out houses Edifices, buildings hereditaments rights member and appurtenances whatsoever to the said Plantation and other real Estate of the said Sarah Adams belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders Rents Issues and Profits thereof and of every part and parcel thereof, and also all the estate right title interest claim and demand whatsoever of her the said Sarah Adams of in or to the same, And this Indenture further witnesseth that for the considerations aforesaid, and in further pursuance of the said Agreement and in consideration of the further sum of ten Shillings Sterling to her in hand well and truly paid by the said James Jaffray, Daniel Jenkins and Henry Richardson the receipt whereof she doth hereby acknowledge she the said Sarah Adams by and with the like privity and consent of the said Leighton Wilson her intended husband testified as aforesaid, Hath granted bargained and sold and by these Presents doth grant bargain and sell and in plain open market deliver unto the said James Jaffray, Daniel Jenkins and Henry Richardson the following Negroe slaves that is to say Mingo Hagar, Orchard, August, Peggy, Venus, Dinah, Chloe, Diana, Harriet, Murrow, Charlotte, Joe, Hannah, Bess, Supper, Nancy, To have and to hold the said Plantation with its appurtenances and all the Lands Tenements, Hereditaments and Real Estate to which the said Sarah Adams may be in any wise interested in or entitled unto and also the said Negro and other slaves with the future issue and increase of the said females, and which she doth hereby assign transfer and set over unto them and all and singular other the premises herein before mentioned, or meant and intended to be hereby granted released and conveyed as aforesaid unto them the said James Jaffray, Daniel Jenkins, and Henry Richardson their Heirs Executors Administrators and Assigns, Upon the special trusts and confidence nevertheless to and for the several uses intents and purposes

Herein and hereby intended to be made limited and declared of and concerning the same. And as for and concerning the said several uses and trusts herein and hereby intended to be made and limited expressed and declared of and concerning the said real and personal estate of the said Sarah Adams each and every of the parties to this Indenture Hath agreed that the same shall be limited settled and assured in manner following that is to say, to the use of the said Leighton Wilson during the term of his Natural life without impeachment of or for any manner of waste, and immediately after the decease of the said Leighton Wilson in case the said Sarah Adams shall happen to survive him, to the use of her the said Sarah Adams during the term of her natural life and from and after the determination of the said several Estates so limited to the said Leighton Wilson and Sarah Adams respectively as aforesaid, to the use of the said James Jaffray, Daniel Jenkins and Henry Richardson and their Heirs during the Natural lives of the said Leighton Wilson and Sarah Adams, And from and after the several deceases of them the said Leighton Wilson and Sarah Adams and the decease of the survivor of them to the use of all and every the Child and Children of the Body of the said Sarah Adams by the said Leighton Wilson to be begotten share and share alike if more than one, and in case there shall be a failure of Issue from the said intended marriage the whole of the premises hereby released or intended to be released and of the appurtenances from and after failure of such Issue as aforesaid to vest absolutely in the survivor of them the said Leighton Wilson and Sarah Adams and on his or her heirs and assigns for ever, And the said Leighton Wilson for himself his heirs Executors and Administrators, both by these presents covenant promise and agree to and with the said James Jaffray, Daniel Jenkins and Henry Richardson their Executors Administrators and Assigns, that he the said Leighton Wilson his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request of the said James Jaffray Daniel Jenkins and Henry Richardson their Heirs Executors and Administrators make do and execute or cause or procure to be made done and executed all such further and other lawful and reasonable acts deeds and conveyances in the law for the corroborating and confirming these presents and for the further and better conveying assigning and assuring all and singular the premises herein before mentioned and intended to be granted released and assigned unto the said James

Jeffrey, Daniel Jenkins and Henry Richardson, their Heirs Executors Administrators and Assigns as by him or them or his or their counsel learned in the Law shall be reasonably advised devised or regarded. In Witness whereof the said Parties to these Presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and Delivered in the Presence of Leighton Wilton (d/s) Sarah Adams (d/s) of Jos. Lewis, John Adams - State of South Carolina Charleston District. Personally appeared Mr. Joseph Lewis who being duly sworn made oath that he was present and saw Leighton Wilton and Sarah Adams severally sign seal and as their respective Act and Deed deliver this Instrument of writing to and for the uses and purposes therein set forth and that he the Deponent with John Adams signed their names as witnesses to the due execution thereof. Sworn to the 24th day of December 1795 before Daniel Smith J.P. Recorded 24th December 1795

Know all men by these presents that I Edwin Gairdner of the City of Charleston in the State of South Carolina Merchant am hold and firmly bound unto Adam Gordon, James Gairdner and John Alexander Ogilvie Esquires and to the Survivors and survivor of them and to the Executors and Administrators of such survivor in the just and full sum of four thousand Pounds Sterling to be paid to the said Adam Gordon James Gairdner and John Alexander Ogilvie or to the Survivors or survivor of them or to the heirs Executors or Administrators of such survivor, to which payment well and truly to be made and done, I bind myself my Heirs Executors and Administrators firmly by these presents - Sealed with my seal and dated this twenty third day of December in the year of our Lord one thousand seven hundred and ninety five and in the twentieth year of the Independence of America Whereas a Marriage is by Gods permission intended to be shortly had and solemnized between the above named Edwin Gairdner and Jane Drummond Gordon youngest daughter of John Gordon late of Charleston in the State aforesaid Esquire deceased, and whereas in consideration of the said marriage and to provide a compleat maintenance for the said Jane Drummond Gordon the intended wife of the said Edwin Gairdner in cases of losses in Trade or other misfortunes during the said intended coverture and in case the said Jane shall survive the said Edwin Gairdner and be not by him at his decease better provided for, and to the end that she shall not be destitute of a necessary subsistence in either or any such

cases he the said Edwin Gairdner hath agreed to secure to and for the use and behoof of the said Jane Drummond Gordon notwithstanding such coverture or survivorship the sum of two thousand Pounds Sterling, and for that purpose to vest and pay the same into the hands of Adam Gordon, James Gairdner and John Alexander Ogilvie or to the survivors of them or to the heirs Executors or Administrators of such survivor In Trust that they the said Trustees or the survivors or survivor of them or the Heirs Executors or Administrators of such survivor shall and do with all convenient dispatch after payment of the said two thousand Pounds Sterling, lay out and invest the same in the Funds of the United States of America or in other funds or in such purchases as the said Edwin Gairdner and his said intended wife Jane Drummond Gordon notwithstanding her coverture under their hands in writing or as the said Jane notwithstanding her coverture shall in writing under her hand direct and appoint so as to make the said Principal sum of two thousand Pounds Sterling for the use and benefit of the said Jane, then upon this farther trust also that they the said Trustees or the survivors or survivor of them or the Heirs Executors or Administrators of such survivor shall and do from time to time afterwards as may be fit and convenient have receive and take the Interest Profit and Incomes of the said two thousand Pounds Sterling, and when received to pay and account with the said Jane only during her natural life for the same, and in case of the death of the said Jane before her intended Husband then that they do pay and account for the said Interest Incomes and profits of the said two thousand Pounds to with and for the use and benefit of the Children of the said intended Marriage (if any) whether Male or Female share and share alike during the life time of the said Edwin, and after his death, that they or some or one of them do and shall account with pay over and divide the whole of said Principal and Interest to and among the said Children Issue of said Marriage share and share alike. But in case the said Edwin shall survive the said Jane his said intended wife without Issue of said Marriage then that they or some one of them do and shall pay over and account with the said Edwin Gairdner his Executors Administrators or assigns the whole of the said Principal sum and Interest or whatever may be in hand to and for his and their use absolutely and unconditionally for ever, Now therefore the condition of this obligation is such that if the said intended Marriage shall take effect and if also he the said Edwin Gairdner

his Heirs Executors and Administrators or some or one of them shall and as well and truly pay or cause to be paid to the said Adam Gordon, James Gardner and John Alexander Ogilvie or to the survivors or survivor of them or to the Heirs Executors or Administrators of such survivor the said sum of two thousand Pounds Sterling on or before the Expiration of twelve Months next after the day on which the said Marriage shall be had and consummated to and for the uses intents and purposes aforesaid and herein above particularly specified notwithstanding said Coverture then this obligation to be void otherwise to remain in full force & virtue sealed and Delivered in presence of Edwin Gardner (sd) of the Dundas Deas, J. J. Debeffe & W. J. J. Debeffe being duly sworn made oath that he was present and saw Edwin Gardner sign seal and deliver as his act and deed this Marriage Bond to and for the uses and purposes therein mentioned and that he the Deponent together with Charles Dundas Deas subscribed their names as witnesses to the due Execution of the same, Sworn to the twenty eighth day of Decemr 1795 Before me J. Magyck J. P. 246 Recorded 23^d Decemr 1795.

South Carolina

This Indenture made the twenty fourth day of December in the year of our Lord one thousand seven hundred and ninety five, Between Mary Abernethie of the City of Charleston in the State aforesaid Widow of the one part, and John Munro of the said City and State watch maker, and John Holmes Smith of the same place Merchant of the other part, Witnesseth that the said Mary Abernethie for and in consideration of the sum of ten Shillings Sterling, to her in hand well and truly paid by the said John Munro and John Holmes Smith at or before the sealing and Delivery of these presents, the receipt whereof is hereby acknowledged, she the said Mary Abernethie hath granted bargained and sold, and by these presents doth grant bargain and sell unto the said John Munro and John Holmes Smith their Executors Administrators and Assigns, the undivided third and such other part which she the said Mary Abernethie is entitled unto and possessed of in All that lot Piece Part or Parcel of Land, situate lying and being on the South side of Queen Street in Charleston aforesaid measuring and containing in width from East to West twenty six feet three inches or thereabouts, be the same more or less, and in depth from North to South ninety seven feet six inches more or less Butting and Bounding to the East on the lot of Land hereinafter mentioned and described, to the South on land of the Quaker Society to the West on land now or late of Mary Kimmel and Elizabeth Kimmel Daughters of John Kimmel, and to the North on Queen Street aforesaid, and also of all that lot Piece or

Parcel
in the
in fro
line to
mines
to the
ciety
Queen
But No
Garden
Hered
said
any
Hons
and
sever
mises
barg
said
tors a
for as
thenc
and
per c
by de
force
John
all a
ces, a
Reve
John
to the
conce
pres
Char
Sea
the
Rec
of as
Imu

shall and as
don. James
on. survivor
vrou the said
ion of twelve
be had and
said and here-
Coverture than
lace & virtue-
idner (d/s)
ing duly sworn
do sign seal
to and for the
moment together
itripes to the
ay of Queen
cem: 1795.

Fourth day of
and ninthely
the State afore-
y and State
Merchant of the
n and in con-
hand well
lmes Smith
receipt whereof
th granted
gain and sell
or Executors
ck other part
nd proposed
E living and
on aforesaid
twenty six
less, and in
es more or less
reinafter,
uaker Society
nd Elizabeth
with on
Piece or

Parcel of land, situate lying and being on the south side of Queen Street in the City of Charleston and State aforesaid, admeasuring and containing in front on Queen Street thirty five feet six inches, and on the back line thirty nine feet six inches and in depth from North to South ninety seven feet be the same more or less. Putting and Bounding to the East on Land of Jacob Sals, to the South by Land of the Quaker Society, to the West on Land of Thomas Abernethie, and to the North by Queen Street aforesaid, Together with all and singular the Houses Out Houses Stables Ways, Passages, Walls, Fences, Yards, Gardens, Lights Easements, Profits Commodities, Advantages, Emoluments, Privileges, Hereditaments, Rights, Members and Appurtenances whatsoever to the said two several Lots Pieces or Parcels of Land belonging or in anywise incident or appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and of every part and parcel thereof, To have and to hold the said two several Lots, Pieces or Parcels of Land and all and singular other the premises herein before mentioned, or meant and intended to be hereby bargained and sold, with their and every of their appurtenances unto the said John Munro and John Holmes Smith their Executors administrators and Assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, Yielding and paying therefore unto the said Mary Abernethie the rent of one penny per coin at the expiration of the said term, if the same shall be lawfully demanded, to the intent and purpose that by virtue hereof, and by force of the Statute for transferring uses into possession they the said John Munro and John Holmes Smith may be in the actual possession of all and singular the Premises above mentioned with the appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them the said John Munro and John Holmes Smith their Heirs and Assigns for ever, under and subject to the Limitations, Provisoes and Conditions therein declared of and concerning the same. In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals at Charleston on the day and in the year first above mentioned -
Sealed and Delivered in Mary Abernethie (d/s)
the presence of La Punciman, Francis Robertson, Alex Tweeds
Received on the day of the date of the within written Indenture of and from the within named John Munro, and John Holmes Smith the sum of ten shillings Sterling in full for the consideration

consideration Money within mentioned Mary Abernethie
 Witness Francis Robertson Alex Tweed, Charleston Jr. Personally
 appeared W^m. Alexander Tweed who being duly sworn made oath that
 he was present and saw W^m. Mary Abernethie sign seal and asheret
 and deed deliver the within Instrument of writing to and for the
 uses and purposes therein set forth, that he also saw her sign the
 Receipt hereon endorsed, and that he the Deponent with
 Francis Robertson signed their names as witnesses to the due
 Execution thereof Sworn to the 30th day of December 1795 -
 before J^z Magyck P. Q. U. Recorded 30th December 1795
 South Carolina

This Indenture Tripartite made the twenty
 fifth day of December in the year of our Lord one thousand seven hundred and
 ninety five, Between William Robinson in the same State ora: holder of
 the first part, Mary Abernethie widow and Relict of Thomas Abernethie
 late of the City of Charleston in the State aforesaid deceased of the second
 part, and John Munro of the same place Watch Maker and John Holmes
 Smith also of the same place Merchant of the third part, Whereas a Mar-
 riage by Gods permission is shortly intended to be had and solemnized
 between the said William Robinson and the said Mary Abernethie, and
 Whereas the said Mary Abernethie at the time of executing these presents
 is entitled unto and stands seized in fee simple to her and her heirs as
 widow of the said Thomas Abernethie who departed this life intestate
 of and in one third or other share part or proportion of two Tenements
 and lots of land and appurtenances herein after mentioned and
 intended to be hereby granted and released, And Whereas also
 the said Mary Abernethie at the time of executing these presents
 is possessed of interested in and entitled unto a personal Estate consist-
 ing of seven Negro Slaves (to wit) named "Sarah" "Lucy" "Bully" "Jacob"
 "Sally" "Christopher" and "Mungo" together with sundry pieces of sil-
 ver plate particularly set forth in the Inventory thereof here to
 affixed, and whereas upon the treaty of the said Marriage, it hath
 been and is agreed between the said William Robinson and the said
 Mary Abernethie, that the said real Estate should be by her granted
 and released unto the said John Munro and John Holmes Smith their
 Heirs and Assigns to and for and upon the several uses and subject
 to the Trusts Intents and Purposes in such manner as hereinafter is
 mentioned limited expressed and declared of and concerning the same
 And also that the said personal Estate together with the future
 Issue and Increase of the said female Slaves shall be by her the said

Mary Abernethie granted bargained sold assigned and set over and vested in the said John Munro and John Holmes Smith their Executors Administrators and Assigns to for and upon the several Trade, Intents and purposes hereinafter also mentioned, limited, expressed and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said Agreement, and in consideration of the said intended Marriage, and also in further consideration of ten shillings Sterling to her the said Mary Abernethie well and truly paid by the said John Munro and John Holmes Smith at or before the sealing and delivery of these presents, the Receipt whereof is hereby acknowledged, and for divers other good causes and considerations her therunto especially moving, she the said Mary Abernethie (by and with the knowledge, privity consent and approbation of the said William Robinson her intended Husband, testified by his being a party to and signing and sealing these presents, which he doth in consideration of the said Marriage) hath granted bargained sold aliened remised released and confirmed, and by these presents doth grant bargain sell alien remise release and confirm unto the said John Munro, and John Holmes Smith (in their actual possession now being by virtue of a bargain and sale to them thereof made by her the said Mary Abernethie for one whole year by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for transferring uses into possession) and to their Heirs and Assigns for ever, the said undivided third and such other part share or proportion which she the said Mary Abernethie is entitled unto and possessed of in, All that lot Piece Part or Parcel of land situate lying and being on the south side of Queen Street in Charleston aforesaid, measuring and containing in width from East to West about twenty six Feet three Inches be the same more or less, and in Depth from North to South ninety seven feet six Inches more or less, butting and bounding to the East on the lot of land hereinafter mentioned and described, to the South on land of of the Friends or Quaker Society, to the West on land now or late of Mary Kimmel and Elisabeth Kimmel (Daughters of John Kimmel; and to the North on Queen Street aforesaid, and also in all that Part Piece or Parcel of land situate lying and being on the south side of Queen Street in the City of Charleston aforesaid, measuring and containing in Front on Queen Street Thirty Five Feet six Inches, and on the back line thirty nine Feet six Inches, and in Depth from North to South ninety seven Feet (be the same more or less) butting and bounding

to the East on land of Jacob Sapp, to the South by land of the Friends or Quaker Society; to the West on the before mentioned and described Lot of Land of said Thomas Abernethie deceased, and to the North on Queen Street aforesaid Together with all and singular the Gardens Yards Fences, Ways, Wells, Waters Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments Rights and Appurtenances whatsoever to the said two Lots, Pieces or Parcels of Land belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof respectively, and also all the estate right title use trust property claim and demand whatsoever of her the said Mary Abernethie in and to the said two Lots Pieces or Parcels of Land and every part and parcel thereof with their Appurtenances, And this Indenture further witnesseth that in further pursuance of the said agreement, and for the several Considerations aforesaid, she the said Mary Abernethie by and with the knowledge privy consent and approbation of the said William Robinson testified as aforesaid hath granted bargained sold assigned transferred and set over and by these presents Doth grant bargain sell assign transfer and set over unto the said John Munro, and John Holmes Smith their Executors Administrators and Assigns the seven Slaves above mentioned with the future Issue and Increase of the female Slaves the said seven Slaves being in due form of Law delivered, and the said sundry pieces of silver plate in the said Inventory hereto affixed specified, and all the Interest, Right and Title which she the said Mary Abernethie hath in Law or Equity in and to the same. To have and to hold the said two several Lots or Pieces of Land above described or the said one undivided third or other share thereof to which the said Mary Abernethie is entitled and possessed of therein with all and singular the Rights and Appurtenances unto the said John Munro, and John Holmes Smith their Heirs and Assigns, and also the said seven Negro Slaves and the future Issue and Increase of the female Slaves together with the silver Plate aforesaid unto the said John Munro and John Holmes Smith their Executors Administrators and Assigns, In Trust nevertheless and to and for and upon the several Uses Intents and purposes and subject to the several Provisions, Powers, Limitations, and Agreements hereinafter mentioned expressed and declared of and concerning the said Property both real and personal, that is to say In Trust to and for the use benefit and behoof of the said Mary Abernethie and her Heirs Executors Administrators and Assigns untill the solemnization of the said intended Marriage and from and immediately after the solemnization thereof In Trust to and for the separate and

distinct Joint and several subject to the said Will or least to Robinson said to as she death, of such childr Abern Estate equal well And in Robins effects ed Ma she my Execu agree Munro of theirriage ed as and to him him, emp and shall will her shall and rate

did not use benefit and behoof of her the said Mary Abornethie during the
 joint lives of the said Mary Abornethie and the said William Robinson and
 subject to the disposal of the said Mary Abornethie during the life time of
 the said William Robinson (without his controul or hindrance) by Deed
 Will or other Instrument of Writing under seal with three Witnesses at
 least to the same, and in case the said Mary should die before the said William -
 Robinson without making any Disposition thereof or leaving any Will as afore-
 said then in further Trust to be equally divided between such Children
 as she may have by the said William Robinson living at the time of her
 death, provided such division thereof do not exceed to the share or portion
 of such Child or Children, the amount of the shares or portions, of her two
 Children John Joseph and Mary Agnes by her late Husband the said Thomas
 Abornethie, which they are entitled to out of their deceased Father's -
 Estate, and in case it do exceed as aforesaid, then the surplus in Trust to be
 equally divided among such Children as she may leave issue of her ^{former} ~~for ever~~, as
 well as of her said now intended Marriage with the said William Robinson
 And in case the said Mary Abornethie should survive the said William
 Robinson, then in trust to be reconveyed to her the said Mary absolutely and
 effectually as if these presents had never been executed and the said intend-
 ed Marriage never taken place, to be disposed of or done with, by her as
 she may choose - and the said William Robinson doth for himself, his Heirs
 Executors and Administrators, and for every of them, covenant promise and
 agree to and with the said John Munro and John Holmes Smith and the
 survivor of them, and the Executors and Administrators of the survivor
 of them by these Presents, that notwithstanding the said intended Mar-
 riage shall take effect, yet all and singular the Premises hereby grant-
 ed and conveyed both real and personal shall be accounted, reckoned
 and taken as a separate and distinct Estate of and from the Estate of
 him the said William Robinson and be no ways liable or subject to
 him, or to the payment of any of his Debts, but shall be ordered, disposed
 employed and done with, and to and for the said Uses Trusts Intent's
 and Purposes afore declared, and that if the said intended Marriage
 shall take effect, that then he the said William Robinson shall and
 will permit and suffer the said Mary to give grant and dispose of
 her said separate Estate both real and personal or either as she
 shall think fit, and to make such Will or other Writing as aforesaid
 and thereby to give order devise limit appoint or sell her said sepa-
 rate Estate or any part thereof to and for any use intent or purpose
 whatsoever.

whatsoever, and that he the said William Robinson shall and will permit and suffer such Will (Deed or Writing as aforesaid hereafter to be made by the said Mary to be duly proved, acted upon and carried into Effect; and that the Person or Persons to whom the said Mary shall give or dispose of any Part of her said separate Estate by her Will or any other Writing aforesaid shall and lawfully may peaceably and quietly have hold occupy possess and enjoy the same according to the true intent of the Parties without any Lot Denial Hindrance or Interruption of or by the said William Robinson his Executors Administrators or Assigns, or any of them. And also that he the said William Robinson and his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request, and at the Costs & Charges of the said Trustees or the Survivor of them his Heirs Executors Administrators or Assigns, or any or either of them, make do and execute, or cause to be made done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances, Bargains Assignments and Assurances in the Law whatsoever, as well for the corroborating and strengthening of these presents, as also for the further and better conveying and bargaining, assigning assuring and confirming the said two Lots, Pieces, Parts or Parcels of Land, or the one Third or other part thereof herein before conveyed and assured, the seven Negro Slaves or one third or other part thereof aforesaid, and the Silver Plate before mentioned of her the said Mary Abernethie, with the appurtenances, and the Issue and Increase of the said female Slaves, unto the said Trustees their Heirs Executors Administrators and Assigns, Nevertheless to the several Uses, upon the several Trusts, Intents and Purposes, and subject to the several Provisions, Conditions and Agreements herein and hereby respectively mentioned, expressed and declared of and concerning the same) as by their or any of their Counsel learned in the Law shall in that behalf be reasonably devised or advised and required, In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals on the Day and in the Year first above written - sealed and Delivered in the presence of Alex^r Tweed, Francis Robertson, Ja Runciman - Mary Abernethie (ss) William Robinson (ss)

Received on the day of the date of the within written Indenture of and from the within named John Munro, and John Holmes, the sum of Ten Shillings Sterling.

463

in full for the consideration Money therein mentioned - Mary Abernethie
 Witness Alex^r Tweed, Inventory of silver Plate, referred to in the annexed Bill
 Tea Pot. 20^{lb} - 12 Table Spoons. 23^{oz} 10^{gr} - 18 Tea Spoons 9^{oz} 2 pair Tongs 2^{lb}
 8^{oz} Pepper Box 3^{lb} Cream Pot 2^{lb} 14^{oz} 14^{gr} Punch Ladle 2^{lb} 5^{oz} Small waiter
 8^{oz} 8^{gr} Making together seventy one ounces and five Penny Weight
 Charleston / Personally appeared Mr. Alexander Tweed who being
 duly sworn made oath that he was present and saw Mr. Mary Aber-
 nethie and William Robinson severally sign seal and as their re-
 spective act and Deed deliver the within Instrument of writing
 to and for the uses and purposes therein set forth, that he also saw the
 said Mary Abernethie sign the Receipt hereon endorsed, and that
 he the Deponent with Francis Robertson and James Runciman
 signed their names as Witnesses thereto. Sworn to the 30th day of
 December 1795 before D^y Mazyck J^r W^o. Recorded 30th Dec^r.
 1795.

Marriage Contract. done at Charleston South Carolina the twenty first
 day of September in the year of our Lord one thousand seven hundred and nine-
 ty five, between Emanuel Pencil and Jeanne Mefan Pencil his Wife, the said
 Emanuel Pencil and Jeanne Mefan his Wife mutually agree that at the Death
 of either, the surviving party to enjoy the real and personal property of
 either, to their whole and sole use forever, except a Negro Girl named
 Saley with her future Issue and increase, and a Negro Boy named Benjamin
 with thirty pounds in Cash, which the said Emanuel Pencil gives and bequeath
 to his two sons William and Charles, to be equally divided between them
 at his death, Jeanne Mefan his Wife also reserves her wearing apparel to be
 left at her disposal. Emanuel Pencil (sd) Jeanne Mefan Pencil (sd)
 Witness J^r Custer, Henry Martin & P^r Bojseres - Charleston /
 Personally appeared Mr. James Custer who being duly sworn made oath
 that he was present and saw Emanuel Pencil and Jeanne Mefan Pencil
 severally sign seal and as their respective act and Deed deliver the foregoing
 Instrument of writing to and for the uses and purposes therein set forth, and
 that he the Deponent with Henry Martin & P^r Bojseres - signed
 their names as witnesses to the due Execution thereof, Sworn to the
 16th day of January 1796 before Stephen Ravenel J^r W^o. Recorded
 the 16th January 1796.

S. Carolina

Know all men by these presents that I Mordecai Cohen of
 the City of Charleston State aforesaid am held and firmly bound unto Benjamin
 Jones of the same place in the full and just sum of one thousand pounds

sterling to be paid to the said Benjamin Tores or his certain Attorney Executors Administrators and Assigns for which payment well and truly to be made and done, bind myself and each and every of my Heirs Executors and Administrators firmly by these presents, sealed with my seal and dated the ninth day of December one thousand seven hundred and ninety five, Whereas a Marriage is shortly to be had and solemnized between the said Mordecai Cohen and Leah Sararus in consideration of which Marriage and for making some provision and settlement upon and for the said Leah Sararus and also some provision for the Children and issue of said Marriage, it hath been agreed by and between the parties aforesaid that the said Mordecai Cohen shall pay unto the said Benjamin Tores the sum of one thousand pounds as aforesaid upon the Trusts and for the purposes hereinafter mentioned, — expressed and declared of and concerning the same in manner and proportion following (that is to say) the sum of five hundred pounds by within the space of three Months next ensuing the date hereof, In Trust and to be paid for the said Leah Sararus her Executors and Administrators, and the said Mordecai Cohen for himself his Heirs Executors and Administrators hereby Covenants to and with the said Benjamin Tores his Executors and Administrators in manner following (that is to say) that it shall and may be lawfull to and for the said Leah Sararus notwithstanding her Coverture at any time or times during her life by any writing under her hand and seal attested by two or more credible witnesses or by her last Will and Testament in writing or any writing purporting to be her last Will and Testament to give, bequeath or dispose of at her own free will and pleasure all or any part of the said sum of five hundred pounds, And as to the remaining sum of five hundred pounds In Trust and to and for all and every of the Children (if more than one) of the said Mordecai Cohen on the Body of the said Leah Sararus lawfully to be begotten and the Survivors and Survivor share and share alike in case of more than one to be paid unto them as they shall severally and respectively arrive at the age of twenty one years. Now the Condition of this obligation is such that if the Mordecai Cohen his Heirs Executors and Administrators shall and do well and truly pay or cause to be paid unto the said Benjamin Tores his Executors or Administrators the said sum of five hundred pounds sterling three months after the date hereof, upon and to and for the uses and trusts above declared and expressed, and shall and do well and truly pay or cause to be paid to the said Benjamin Tores his Executors and Administrators the further remaining sum of five hundred pounds sterling which shall happen or become due for or by reason of the contingency aforesaid then this obligation to be void and of no effect or else to remain in full force and virtue.

Mordecai Cohen (LS)

Signed Sealed and Delivered in presence of Aaron Sararus, Andrew Harris, Aaron Loper, Charleston Jr. Personally appeared Mr. Aaron Sararus who being duly sworn made oath that he was

present.
the with-
forth, an
signed
day of

State

made
seven
ton in
ter of
afores
Maran
ters
Jenken
partic
missio
Charles
the sai
ment o
thereto
Land a
of Char
time,
ated in
or hat
of an
divid
the fou
a trac
sual
also in
Land
fifty
also fo
River
Paris
proce
Execu
titles
dilly
inbre

present and saw Mordecai Cohen sign seal and as his act and deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with Andrew Harris and Aaron Lopez signed their names as witnesses to the due Execution thereof shown to the 7th day of March 1796 before Stephen Ravenel P^{re}s. Recorded 7th March 1796.

State of South Carolina

This Indenture Quadrupartite made the Seventh day of December in the year of our Lord one thousand seven hundred and ninety five Between Charles James Sir of Charleston in the said of the first part, Amaranthia Walters Gibbs only Daughter of the late John Walters Gibbs of the City of Charleston and State aforesaid of the second part, Amaranthia Screven Mother of the said Amaranthia Walters Gibbs and Widow and Executrix of the said John Walters Gibbs deceased of the third part, and Thomas Corbett, Daniel Jenkins and Thomas Screven Trustees chosen and appointed by the parties aforesaid of the fourth part, Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Charles James Sir and the said Amaranthia Walters Gibbs, and whereas the said Amaranthia Walters Gibbs by and under the last Will and Testament of her Father John Walters Gibbs now deceased and by the Codicil thereto attached is entitled in fee simple to a moiety of a certain lot of Land and House situated on the South side of Queen Street in the City of Charleston wherein the said John Walters Gibbs resided in his lifetime, and also to a moiety or half part of certain Tracts of Land situated in different parts of the said State, to wit: an undivided moiety or half part of four hundred and thirteen acres and three quarters of an Acre, situate on Fosters Creek and Goose Creek, also another undivided moiety or half part of Eight hundred acres of Land situate at the four holes on Gaillards new Road adjoining or nearly adjoining a tract called the Clay House Tract, also twelve hundred and fifty acres situate in Charleston District at a place called Indian Fields Swamp, also two thousand acres situate on the North side of Santee adjoining Lands of Sinclair and others, also six hundred or six hundred & fifty acres situate on Edisto River at the Mouth of Rogers Branch, also five hundred acres situate on Mr. Nells Creek waters of Broad River, and also Eight hundred and two acres situate in St. Georges Parish Dorchester on a Swamp commonly called the Cypress or the proceeds of the Sales thereof if Sales thereof should be made by the Executors, and whereas also the said Amaranthia Walters Gibbs is entitled in her own right to two Negroe Slaves named Mary and Dolly, also the Negroe Slaves Sylla and Dolly and their issue and increase which she the said Amaranthia will be entitled to in the

event of the Death of her Brother John Walters Gibbs under age and
 without issue, and to a moiety or half part of the following Negro
 Slaves Harriet, Pool, Polydore, Daphne, Sarah, and John equally
 to be divided between her Brother and herself on the Death of their
 Mother Amaranthia. And whereas it hath been agreed between
 the said Amaranthia Walters Gibbs and the said Charles James Bir
 (testified by his becoming party hereto and sealing and delivering
 these presents) previously to the said intended Marriage, and by and
 with the consent and approbation of the said Amaranthia Screven
 (testified by her becoming party hereto and sealing and deliver-
 ing these presents) that the aforesaid Lot and Tracts of Land and the
 Negroes aforesaid should by the said Amaranthia Walters Gibbs be
 granted and released bargained and sold and transferred unto the
 said Thomas Corbett, Daniel Jenkins and Thomas Screven their
 Heirs Executors Administrators and Assigns to and for and upon
 the several uses and subject to the trusts intents and purposes
 in such manner as is herein after mentioned limited expressed
 and declared of and concerning the same. Now therefore for
 the purpose of effecting the trusts and intentions aforesaid, This
 Indenture witnesseth that she the said Amaranthia Walters -
 Gibbs and the said Amaranthia Screven for and in consideration of
 the said intended Marriage and also in consideration of five -
 shillings to them and each of them in hand paid by the said Thomas
 Corbett, Daniel Jenkins and Thomas Screven at or before the seal-
 ing and delivery of these presents the receipt whereof the said Amaran-
 thia Walters Gibbs and Amaranthia Screven do hereby acknow-
 ledge and for divers other good and valuable considerations them
 and each of them hereunto especially moving (by and with the know-
 ledge consent privity and approbation of the said Charles James Bir
 her said intended Husband testified by his being party hereto and
 sealing and delivering these presents) have granted bargained and
 sold aliened released and confirmed and by these presents, Do grant
 bargain sell alien release and confirm unto the said Thomas Corbett
 Daniel Jenkins and Thomas Screven (in their actual possession -
 now being by virtue of a bargain and sale to them thereof made
 by the said Amaranthia Walters Gibbs by and with the advice and
 consent of the said Amaranthia Screven testified by her being -
 party thereto and sealing and delivering the same for one whole
 year by Indenture bearing date the day next before the day of
 the date of these presents) and by force of the Statute for transferring
 of uses into possession) and to their Heirs and Assigns, All the undi-
 vided moiety or half part of the Tracts of Land and Lots hereinafter
 described, to which the said Amaranthia Walters Gibbs is entitled
 as Tenant in Common with her Brother John Walters Gibbs Lawt

all that moiety of a certain lot of Land and House situated on the South side of Queen Street in the City of Charleston wherein the said John Walters Gibbs resided in his life time; also to an undivided moiety or half part of four hundred and thirteen acres and three quarters of an acre situate on Forters Creek and Boice Creek: also in that other undivided moiety or half part of eight hundred acres of land situate at the four holes on Gaillard's new Road adjoining or nearly adjoining a Tract called the Bay House Tract: also twelve hundred and fifty acres situate in Charleston District at a place called Indian Fields Swamp: also two thousand acres situate on the North side of Santee adjoining lands of Sinclair and others: also six hundred or six hundred and fifty acres situate on Edisto River at the Mouth of Rogers Branch: also five hundred acres situate on Mc Kiels Creek waters of Broad River, and also eight hundred and two acres situate in St Georges Parish (Dorchester) on a Swamp commonly called the Cypress. Together with all Houses, Outhouses, Structures, Buildings, Orchards, Gardens, Lands Meadows Commons Pastures and Common of Pasture, Fendings, Woods, Underwoods, Ways Paths Waters Water courses Easements, Profits Commodities Advantages, Emoluments, and Hereditaments whatsoever to the said Tracts of Land, and lots herein before described thereto belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits of all and singular the hereby granted and released premises and also all the Estate Right Title, Interest Property Claim and demand whatsoever both at Law and in Equity of her the said Amaranthia Walter Gibbs or of any other persons in trust for her of in to or out of the hereby granted and released Hereditaments and Premises with the Appurtenances and every part and parcel thereof, To have and to hold the said moiety or half part of the aforesaid Tracts and lots of Land and all and singular the Hereditaments and Premises herein intended to be granted and released with their and every of their Appurtenances unto the said Thomas Corbett Daniel Jenkins and Thomas Screven their Heirs and Assigns, to and for upon the several uses trusts intents and purposes and subject to the several provisos limitations and agreements hereinafter mentioned limited, expressed and declared of and concerning the same that is to say, to the use and behoof of the said Amaranthia Walters Gibbs and her Heirs, untill the solemnizing of the said intended Marriage, and from and immediately after the solemnization thereof, To the joint use and behoof of the said Charles James Air, and Amaranthia Walters Gibbs and their Assigns for and during the term of their joint lives, to permit and suffer them during the said term to receive and take the Rents Issues and

Profits of the said Premises with the Appurtenances to and for their joint use and Benefit: and from and immediately after the death of either of them the said Charles James Air, and Amaranthia Walters Gibbs leaving Issue alive of the said Marriage then, to the use intent and purpose that the survivor / whichever of them the aforesaid Charles and Amaranthia may survive / and his and her Assigns shall and may for and during the term of his or her natural life have take and receive to and for his or her own proper use and behoof the rents issues and profits of the said premises with the Appurtenances, and from and immediately after the determination of that Estate then to the use of the said Thomas Corbett, Daniel Jenkins and Thomas Screven for and during the life of such survivor upon Trust to preserve the Contingent remainders hereinafter limited from being defeated & for that purpose to make entries and bring Actions as Occasion shall require, But nevertheless in trust to permit the survivor / whoever may be / of them the said Charles James Airs and Amaranthia Walters Gibbs during the natural life of such survivor to receive and take the rents issues and profits of the said Premises to and for his or her use and benefit as aforesaid: And from and after the Death of such survivor then In Trust and to and for the equal use benefit and behoof of the issue of the said intended Marriage - and the Representatives of such of the issue as may be deceased they taking amongst them a Parents Share / to be equally divided and to their Heirs and Assigns for ever, as Tenants in Common and not as Joint-Tenants: But in case that on the death of either of them the said Charles James Air and Amaranthia Walters Gibbs there should be then at the time of such Death, no issue of the said Marriage living, then to the use of the survivor / whoever may be / of them, and to his or her Heirs and Assigns for ever, Provided always and it is hereby expressly declared and agreed by and between all the parties to these presents, and the true intent and meaning hereof is that in case the said Charles James Air and Amaranthia Walters Gibbs shall at any time hereafter during the said intended-coverture think fit to have the aforesaid Premises so granted and released to them the said Trustees as aforesaid sold and disposed of, or exchanged for other property Real or Personal, that then the said Thomas Corbett, Daniel Jenkins and Thomas Screven and the survivor and survivor and his Heirs and Assigns on being thereunto - jointly requested by the said Charles James Airs and Amaranthia Walters Gibbs shall absolutely sell and dispose thereof or exchange the same as the case may be, and from and immediately after such sale or exchange have and hold the said Monies arising and to arise from such sale, and the Property Real or Personal acquired

by one
intent
as are
herein
to and
debt
Negro
Amar
half p
me, s
self or
men
condu
sum
rant
and d
the s
and r
Chas
by th
deliv
Sore
Adm
men
syll
Rima
Broth
ty or
Prot
futu
sing
titre
Corb
Sura
suc
int
con
ran
and
fro
the
and
cen
to h

by means of the exchanging the said premises to and for the same uses
 intents and purposes and subject to the same declarations and limitations
 as are herein before set forth limited and declared of and concerning the
 herein before granted and released premises with the appurtenances and
 to and for no other use intent or purpose whatsoever, and this In-
 denture further witnesseth that for the purpose of settling the
 Negroe Slaves recited as aforesaid, to wit, Mary and Lilly, to which the said
 Amaranthia Walters Gibbs is entitled in her own right, and to a moiety or
 half part of the aforesaid Negroe Slaves to wit, Harriet, Pool, Polydore, Daph-
 ne, Sarah and John equally to be divided between her Brother and her-
 self on the death of their Mother Amaranthia according to the agree-
 ment and true intent and meaning of all the parties thereto and for the
 considerations aforesaid and also for and in consideration of the further
 sum of five shillings to the said Amaranthia Walters Gibbs and Ama-
 ranthia Storeven in hand by the said Thomas Corbett, Daniel Jenkins
 and Thomas Screven paid the receipt whereof is hereby acknowledged
 the said Amaranthia Walters Gibbs and Amaranthia Storeven by
 and with the knowledge privity consent and approbation of the said
 Charles James Air testified as aforesaid, have bargained sold and
 by these presents do bargain and sell and in plain and open Market
 deliver unto the said Thomas Corbett, Daniel Jenkins and Thomas
 Storeven and the Survivors and Survivor of them his Executors
 Administrators and Assigns, All and singular the Negroe Slaves
 mentioned as aforesaid, to wit, Mary and Lilly, also the Negro Slaves
 Sylla and Dolly and their Issue and Increase which she the said
 Amaranthia will be entitled to in the event of the Death of her
 Brother John Walters Gibbs under age and without Issue, and a moi-
 ety or half part of the aforesaid Negroe Slaves following to wit, Harriet
 Pool Polydore Daphne Sarah and John together with their present and
 future Issue and Increase of the females. To have and to hold all and
 singular the above mentioned Negroe Slaves and the present and fu-
 ture Issue and Increase of the females unto them the said Thomas
 Corbett Daniel Jenkins and Thomas Storeven and the Survivors and
 Survivor of them and the Executors Administrators and Assigns of
 such Survivor, to and upon the special trusts and confidence
 intents and purposes hereinafter mentioned and expressed of and
 concerning the same, that is to say In Trust for her the said Ama-
 ranthia Walters Gibbs her Executors Administrators and Assigns
 untill the solemnization of the said intended Marriage, and
 from and after the solemnization thereof In Trust to permit
 the said Amaranthia Walters Gibbs and Charles James Air for
 and during the term of their joint lives, to have take and re-
 ceive the profit labour use and employment of the said Slaves
 to their joint use and behoof, or that the said Trustees apply the

rents and profits thereof in such manner and to such intents and purposes as they the said Charles James Air and Amaranthia Walters Gibbs shall jointly direct during the said term, and from and immediately after the death of either of them the said Charles James Air, and Amaranthia Walters Gibbs leaving issue alive of the said Marriage, then In Trust to permit the survivor (whichever may survive) for and during the term of the natural life of such survivor to have take and receive the profits labour use and employment of the said Slaves to his or her proper use and behoof, or that the said Trustees apply the rents and profits thereof in such manner and to such intents and purposes as the said survivor shall direct for and during the said term of his or her natural life, and from and after the death of such survivor then In Trust to and for the equal use, benefit and behoof of the issue of the said intended Marriage (and the representatives of such of the issue as may be deceased they taking amongst them a Parents share) equally divided and held in severalty to themselves their Executors Administrators and Assigns for ever. But in case that on the death of either of them the said Charles James Air, and Amaranthia Walters Gibbs there should be then at the time of such death no issue of the said Marriage living then In Trust and for the use of the survivor (whoever may be) of them the said Charles James Air, and Amaranthia Walters Gibbs, and to his or her Executors Administrators and Assigns for ever, And the said Charles James Air for himself his Heirs Executors and Administrators doth hereby covenant promise grant and agree to and with the said Thomas Corbett, Daniel Jenkins, and Thomas Screven and the survivors and survivor of them and the Heirs Executors and Administrators of such survivor, that from and immediately after the solemnization of the said intended Marriage the said Thomas Corbett, Daniel Jenkins and Thomas Screven and the survivors and survivor of them, and the Heirs Executors Administrators and Assigns of such survivor shall and may from time to time and at all times hereafter peaceably and quietly enter into have hold and enjoy all and singular the herem before granted and released premises with the appurtenances, and also the said Slaves and other Premises so vested in them as aforesaid nevertheless upon the several uses trusts and subject to the several provisions agreements and limitations herein and hereby mentioned declared limited and expressed of and concerning the same without any lett, disturbance eviction or interruption of him the said Charles James Air, or any person or persons claiming or to claim by from or under him his Heirs Executors Administrators or

Assigns or by his or their means consent privity or procurement: And moreover that he the said Charles James Air his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request and at the Costs and Charges of the said Thomas Corbett Daniel Jenkins and Thomas Screven and the Survivors or Survivor of them or the Heirs Executors Administrators or Assigns of such Survivor or any of them make do seal and execute or cause or procure to be made done sealed and executed all and every such further and other lawful and reasonable Act and Acts, thing and things, conveyances, assignments and assurances in the Law whatsoever as well for the corroborating and strengthening these presents, as also for the further and better conveying assigning assuring and confirming all and singular the Hereditaments and Premises, Slaves and other property herein before mentioned and alluded to or intended to be herein comprehended so as to give the fullest and most perfect efficacy to the true intent and meaning of these presents & of all the Parties hereto, as by the aforesaid Thomas Corbett, Daniel Jenkins and Thomas Screven or the Survivors or Survivor or the Heirs Executors Administrators or Assigns of such Survivor or his or their founsell learned in the Law shall justly and reasonably be devised advised and required, In Witness whereof the Parties to these Presents have hereunto interchangeably set their Hands and seals the day and year first above written.

Signed Sealed and Delivered
(the name James being previously interlined throughout)
in the presence of Ben. Bonneau, Charles O Screven —
Thomas Screven Junr.

Amaranthia Walters Gibbs (2d)
Charles Jas. Air (2d)
Amaranthia Screven (2d)
Tho. Screven (2d)
Tho Corbett (2d)

Note. The interlineation which comes in, in the twenty first line of the first page, and also the same interlineation in the Eleventh line of the fourth page being also first inserted before the signing and sealing of these presents, to wit, the words following "also the Negro Slaves Fylla and Dolly and their issue and increase, which she the said Amaranthia will be entitled to in the event of the death of her Brother John Walters Gibbs under age and without issue. South Carolina Personally appeared Mr. Thomas Screven Junior who being duly sworn on the Holy Evangelists of Almighty God made oath that he was present and saw Amaranthia Walters Gibbs, Charles James Air, Amaranthia Screven, Thomas Screven and Thomas Corbett severally sign seal and as their respective Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with Benjamin Bonneau & Charles

Ouingells screwon signed their names as witnesses thereto
 sworn to the 15th day of March 1796 before John Sandford Darc Wm.
 The foregoing Marriage Settlement was received into
 this Office on Tuesday the 1st of March 1796. but was not passed
 until Tuesday the 15th March, when the same was entered on Record.

South Carolina.

Know all men by these presents that I Ferguson Parker
 am held and firmly bound unto John Gough in the full and just sum of
 seven thousand pounds Sterling Money to be paid unto the said John Gough
 his certain Attorney Executors Administrators or Assigns (In Trust to and for
 the use of Jane Caroline Gough her Heirs Executors Administrators or Assigns
 for which payment well and truly to be made I bind myself and each and
 every of my Heirs Executors and Administrators firmly by these presents, sealed
 with my seal and dated the twenty second day of March in the year of our
 Lord one thousand seven hundred and ninety six, and in the twentieth year
 of the Independence of the United States of America, whereas a Marriage
 is intended shortly to be had and solemnized between the said Ferguson
 Parker and Jane Caroline Gough Daughter of John Gough of St. Pauls Parish
 Planter deceased, and whereas the said Jane Caroline Gough is and stands
 seized of interested in and entitled in fee simple of in and to an undi-
 vided third part of a certain Plantation or Tract of Land in St. Pauls -
 Parish in the State aforesaid, and is also possessed of and entitled unto
 divers Negroe Slaves and sums of Money by virtue of the last Will and
 Testament of her said Father And whereas she is also possessed of and en-
 titled to one Negroe Slave named Kate by virtue of the last Will and Tes-
 tament of her Grand Mother Jane West as in and by the said ^{last} Wills and
 Testaments, reference being thereto had will more fully appear, And
 whereas the said Jane Caroline Gough is a Minor and under the age
 of twenty one years, and the said Ferguson Parker in prospect and con-
 sideration of the said intended marriage ^{and doth hereby agree} hath agreed with her Brother
 the said John Gough as her next friend and his Heirs Executors adminis-
 trators and Assigns, that if the said Marriage shall take effect to the end
 that some provision should be made for the maintenance and support of
 such Child or Children as the said Jane Caroline Gough may have to-
 settle all and singular the Negroe Slaves and other Personal Estate she
 may be possessed of or entitled unto as aforesaid, or such other property
 in lien thereof as shall be by her said Brother his Heirs Executors
 Administrators or Assigns, deemed fully equivalent thereto, to for and
 upon the several Uses and Trusts herein after mentioned that is to say
 to and for the use and Behoof of the said Ferguson Parker during the joint
 lives of the said Ferguson Parker and Jane Caroline Gough and to
 and for the use and Behoof of the Survivor of them during his or her
 natural life and then from and after the Death of the Survivor of

them to and for the use and behoof of such Child or Children if more than one
 equally to be divided among them as the said Ferguson Parker shall or may
 have by the said Jane Caroline Gough and in default of such Child or Children
 to the said Ferguson Parker his Heirs or Assigns for ever, and the said Ferguson
 Parker hath agreed and doth further agree that he the said Ferguson Parker
 shall and will at the reasonable request of the said John Gough and with the
 consent of the said Jane Caroline Gough at any time after she shall at-
 tain the age of twenty one years, join with the said Jane Caroline Gough
 in selling and conveying in fee simple her said undivided third part of the said
 Plantation or Tract of Land unto such person or persons as shall or may
 purchase the same and the price and proceeds of such sale will settle
 for the uses and Trusts aforesaid, and that he the said Ferguson Parker will
 at any and at all times after the solemnization of the said Marriage make
 do and execute all such other and further Deed or Deeds Instrument or
 Instruments in writing for the conveying and assigning unto the said
 John Gough his Heirs Executors Administrators and Assigns the Negroes
 and other Personal Estate of the said Jane Caroline Gough or such other
 Estate in lieu thereof as shall be deemed by her said Brother his Heirs Execu-
 tors Administrators or Assigns fully equivalent thereto, to for and
 upon the Uses and Trusts aforesaid, as by him or them or his or their Counsel
 learned in the Law shall be reasonably advised devised or required. Now
 the Condition of the above obligation is such, that if the said intended Mar-
 riage shall take place and if the said Ferguson Parker his Heirs Executors Ad-
 ministrators or Assigns shall and will secure and settle all and singular the Negroe
 Slaves and other personal Estate which the said Jane Caroline Gough may be
 possessed of and entitled unto as aforesaid for such other Estate as the said
 John Gough his Heirs Executors Administrators or Assigns shall deem fully
 equivalent thereto unto the said John Gough his Heirs Executors Adminis-
 trators and Assigns, to for and upon the several uses and trusts aforesaid and al-
 so shall and will at the reasonable request of the said John Gough and with
 the consent of the said Jane Caroline Gough at any time after she shall
 attain the age of twenty one years, join with the said Jane Caroline Gough
 in selling and conveying in fee simple, her said third part of the said Plan-
 tation or Tract of Land unto such Person or Persons as shall or may purchase the
 same and the price and proceeds of such sale settle and secure for the uses and
 Trusts aforesaid, and shall and will at any and at all times after the solemn-
 ization of the said Marriage make do and execute such other and further Deed
 or Deeds Instrument or Instruments in writing for conveying and assigning
 unto the said John Gough his Heirs Executors Administrators and Assigns the
 Negroes and other personal Estate of the said Jane Caroline Gough or such
 other Estate as shall be by the said John Gough his Heirs Executors Adminis-
 trators or Assigns deemed fully equivalent thereto to for and upon the

uses and trusts aforesaid, as by him or them or his or their Counsel learned in the Law, shall be reasonably advised devised or required, then in such case the above Obligation to be void and of none effect or else to remain in full force and virtue.

Ferguson Parker (dss)
Sealed and Delivered in the presence of Lambert Lance, Peter M. Parker Sarah Lance, Charleston. p. Personally appeared Lambert Lance Esquire who being duly sworn made oath that he was present and saw Ferguson Parker sign seal and as his Act and Deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with The Reverend Peter Manigault Parker and Sarah Lance subscribed their Names as Witnesses to the due Execution thereof, Sworn to the 16th day of March 1796 before Stephen Ravenel & Co. Recorded 16th March 1796

South Carolina

This Indenture Tripartite made the First day of February in the year of our Lord one thousand seven hundred and ninety six, and in the twentieth year of American Independence, Between Margaret Egan Ryan of Saint John's Parish in the State of South Carolina aforesaid Widow of the first part, Timothy Solan of the same place Gentleman of the second part, and Susanna Egan Mc Donald and Jane E. Mc Keown of the third part, Whereas a Marriage by God's permission is shortly intended to be had and solemnized between the said Margaret Egan Ryan and the said Timothy Solan, and whereas the said Margaret Egan Ryan at the time of executing these presents is lawfully entitled to and possessed of the following Negro and other Slaves to wit Charles, Sam, Scipio, Joe, Harry, Walter, ~~Isaac~~, Junny, Sylvia, Lucy, Daphne, Tom and Thomas, and whereas upon the treaty of and previous to the intended Marriage aforesaid it hath been and is agreed by and between the said Margaret Egan Ryan and Timothy Solan that the said Slaves of the said Margaret Egan Ryan shall be by her granted, released and assigned to and vested in them the said Susanna Egan Mc Donald and Jane E. Mc Keown Heirs Executors Administrators and Assigns upon the special Trusts and Confidence and to and for the several uses intents and purposes herein after mentioned, limited expressed and declared of and concerning the same, Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the said intended Marriage, and also of ten shillings Sterling Money to the said Margaret Egan Ryan in hand paid the Receipt whereof is hereby acknowledged, and for divers other good and sufficient causes and considerations her therunto specially moving she the said Margaret Egan Ryan by and with the privity and consent of the said Timothy Solan her intended Husband testified by his being a party to & executing these presents, hath granted bargained and sold and

sol learned in the
in such case
to remain in full
Parker (died)
v. Peter M. Parker
at Lance Esquire
id saw Ferguson
negroing Instru
set forth, and
ault Parker and
e due Execution of
then Raven & N

First day of -
dred and ninety
ence, Between
of South Carolina
me place Gentle
ld and Jane E. M.
bormission is -
the said Margare
is the said Margare
ent of lawfully
her Slaves, to wit
ny, Sylvia Lucy
aty of and previous
agreed by and
olan that the said
r granted, releas-
a Egan McDon-
atons and Assigns
the several uses
l exprefed and de
ture, Witneffeth
ideration of the said
ng money to the
hereof is hereby
t causes and con
said Margaret
ie said Timothy
g a party to &
d and sold and

475

by these presents doth grant bargain sell and in plain open market deliver unto
the said Susanna Egan McDonald and Jane E. McKern the following Negro-
Slaves, that is to say Charles, Sam, Scipio, Joe, Harry, Walter, Tenah, Fanny,
Sylvia, Lucy, Daphne, Tom and Thomas To have and to hold the said Negro-
and other slaves with the future Issue and increase of the said Females unto
them the said Susanna Egan McDonald and Jane E. McKern their Executors
Administrators and Assigns, Upon the special Trusts and Confidence, Nowthelefs and
to and for the several uses intents and purposes herein and hereby intended
to be made, limited and declared of and concerning the same, and as for and
concerning the said several uses and trusts herein and hereby intended to be made
limited, exprefed and declared of and concerning the said Slaves of the said:
Margaret Egan Ryan each and every of the parties to this Indenture hath
agreed that the same shall be limited settled and apored in manner fol-
lowing that is to say In Trust and to and for the said Margaret Egan Ryan-
her Executors Administrators and Assigns until the solemnization of the said
intended Marriage and from and after the solemnization thereof then In -
Trust notwithstanding her Coverture for the sole separte and distinct use -
benefit and behoof of the said Margaret Egan Ryan her Executors Admin-
istrators and Assigns for ever, To the intent that as well the said Estate and
every part and parcel thereof, as the Issues Increase and Profits thereof how-
ever arising or happening, shall from time to time and at all times here-
after be held had taken possessed occupied and enjoyed by the said Mar-
garet Egan Ryan and her Executors Administrators or Assigns or by
such person or persons, and for such use or uses Estate, intents and
purposes as the said Margaret Egan Ryan notwithstanding her
Coverture by any Deed or Deeds or Instruments of writing whatsoever
or by her last Will and Testament in writing duly executed, shall give
devise bequeath limit sell or dispose of all or any part of the said Trust
Estate, and that the same Estate and Interest, and every part and par-
cel thereof, and all the Issues and Profits thereof shall be and remain
to the said Margaret Egan Ryan her Executors Administrators and
Assigns for ever hereafter as her and their own proper Estate without the
Intervention Intermeddling or Controul of the said Timothy Solan her
intended Husband, or any of his Creditors or any other person or persons
whatsoever, And the said Timothy Solan for himself his Heirs Executors -
and Administrators doth hereby Covenant grant promise conclude and
agree to and with the said Timothy Solan his Executors and Administra-
tors, that he and they shall and will from time to time and at all times
hereafter peaceably and without suit or molestation permit and suf-
fer the said Margaret Egan Ryan his intended wife and her Heirs
Executors

Executors Administrators or Assigns to have hold occupy possess enjoy manage and direct all and singular the said Estate, and the Issues Increase and profits thereof at her will and pleasure, and also permit and suffer her the said Margaret Egan Ryan to give grant sell or dispose of at her free will and pleasure, all or any part of the said Trust Estate and profits thereof or to devise limit or appoint the same or any part thereof, to any person or persons for any use trust intent or purpose whatsoever, and the Will or Testament of the said Margaret Egan Ryan if any there should happen to be, will permit and suffer, without opposition trouble or expence, to be duly proved by the Executor or Executors named or to be named therein before the Ordinary (or otherwise proved as may be deemed and held necessary) and Probate of the same to be had and taken as is usual in cases of Wills, and the person or persons to whom the said Margaret Egan Ryan shall give sell devise limit or dispose of all or any part of the said Trust Estate, by any Deed or Deeds or Instruments in writing whatsoever or by Will or Testament as aforesaid, shall and may lawfully peaceably and quietly hold possess and enjoy the same, according to the true Intent and meaning of such gift grant bargain sale devise bequest limitation or appointment without the molestation hindrance suit or disturbance of the said Timothy Solan his Executors Administrators or Assigns or any of them, or any of his Creditors or other person or persons whatsoever, and also that he the said Timothy Solan his Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter at the reasonable request proper costs and charges in the Law of the said Trustee (to be paid out of the Trust Estate) make do and execute or cause and procure to be made done and executed, all and every such further and other reasonable and lawful Act and Acts, Thing and Things, Devices Conveyances and Assurances in the Law whatsoever, for the further better and more perfect granting assuring settling and vesting the said Trust Estate, and every part and parcel thereof and of the Issues increase and profits thereof to the said Susanna Egan McDonald and Jane McKewn the Trustees aforesaid and their Heirs Executors and Administrators for ever, in trust for the use intent and purpose aforesaid, in such way and manner as she or they or their Executors or Administrators or their or any of their Counsel learned in the Law shall be reasonably devised, advised and required, In Witness whereof the parties to these presents have hereunto set their Hands and seals the day and year first above written. Timothy Solan (sd) Marg^t E. Ryan (sd) Susanna E. McDonald (sd) Jane McKewn (sd) Sealed and Delivered in the presence of Geo. Littlejon, John Manson, Received on the Day and Year first within written of and from the within named Susanna Egan McDonald and Jane McKewn the sum of ten Shillings Sterling, in full for the consideration money within -

ment
John
being
Marg
sever
ing
that
about
their
John
Lous
of Mr
Beti
first
Iran
of the
Geo.
Whe
the
Har
here
the
and
Rei
be
the
then
and
of Jo
Geo.
cori
Rei
Ma
he
all
his
wri
in
to
sa

mentioned. I say received by one Timothy Dolan, Marg^d E. Ryan, Timothy John Manson, South Carolina, personally appeared Mr. John Manson who being duly sworn made oath that he was present and saw Timothy Dolan Margaret Egan Ryan, Susanna Egan McDonald, and Jane E. McKewn severally sign seal and as their respective Act and Deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth that he also saw the said Timothy Dolan and Margaret Egan Ryan sign the above Receipt, and that he the Deponent with George Littlejohn signed their names as witnesses thereto. Sworn to the 21st day of March 1796 before John Sandford Dast R. L. L. Recorded 21 March 1796

South Carolina

Articles of Agreement made and executed this sixteenth day of March in the year of our Lord one thousand seven hundred and ninety six - Between Gideon Hagood of the City of Charleston in the State aforesaid of the first part, Harriet Peckham Yonge one of the Daughters and Legatees of Francis Yonge the elder, late of Saint Pauls Parish in the said State deceased of the second part, and Susannah Yonge Widow of the said Francis Yonge and George Reid Esquire of the City of Charleston and State aforesaid of the third part Whereas a marriage is intended shortly to be had and solemnized between the said Gideon Hagood and Harriet Peckham Yonge, And whereas the said Harriet Peckham Yonge is possessed of and entitled unto the personal Estate hereafter mentioned, and it hath been agreed between the said parties, that the said personal Estate shall be bargained and sold transferred and assigned and secured firmly and effectually to the said Susannah Yonge and George Reid and the survivor of them his and her Executors Administrators and Assigns in Trust for the purposes herein after mentioned, but by reason of the minority of the said Harriet Peckham Yonge the same cannot at present be effected, Now therefore the said Gideon Hagood in consideration of the said intended Marriage and in pursuance of the said Agreement, and also in consideration of the sum of Five Shillings Sterling to him in hand paid by the said Susannah Yonge and George Reid doth hereby for himself his Executors and Administrators, article covenant promise and agree to and with the said Susannah Yonge and George Reid their Executors Administrators and Assigns, in manner following, that is to say that as soon as the said Marriage shall have taken effect, he the said Gideon Hagood will bargain sell and transfer firmly and effectually to the said Susannah Yonge and George Reid and the survivor of them his or her Executors Administrators and Assigns, the following Negro Slaves with the future issue and increase of them, to wit, Maria and Lovey, - in Trust nevertheless to and for the following uses and purposes that is to say In Trust to and for the joint use benefit and behoof of them the said Gideon Hagood and Harriet Peckham Yonge during their joint lives

lives and from and after the death of the said Gideon Haggood, should he die before the said Harriet Beckham Yonge, then in trust for the sole use benefit and behoof of the said Harriet Beckham Yonge her Executors Administrators and Assigns and in case the said Harriet Beckham Yonge should die before the said Gideon Haggood, without leaving any Child or Children Grand Child or Grand Children living at her death, then in trust from and after the death of the said Harriet Beckham Yonge to and for the sole use benefit and behoof of the said Gideon Haggood his Executors Administrators and Assigns. But should the said Harriet Beckham Yonge die before the said Gideon Haggood, leaving any Child or Children Grand Child or Grand Children living at her death, then in trust from and after the death of the said Harriet Beckham Yonge, to and for the use benefit and behoof of the said Gideon Haggood during his natural life without any account to be given for the hire work, labor, or service of the same, and from and after his death then in trust to and for the use benefit and behoof of such Child or Children, Grand Child and Grand Children, his her or their Executors and Administrators, if more than one, as tenants in common, such Grand Children taking between them only their parents share, and in case any of such Children or Grand Children should die during the life time of the said Gideon Haggood and before the age of twenty one years, without leaving any Child or Children living at his or her death, then as to the share of such Child or Children in trust from and after the death of the said Gideon Haggood to and for the use benefit and behoof of the said other Child or Children, Grand Child or Grand Children his her and their Executors Administrators and Assigns, if more than one, as tenants in common, the Grand Children taking between them only their parents share, and as to the share of any such Grand Child, who alone may take the whole of a parents share, or as to the share of any such Grand Children who together may take the whole of a parents share, in trust from and after the death of the said Gideon Haggood to and for the same uses as those last mentioned, but as to the share of any one or more of such Grand Children, who together with his her or their Brothers and Sisters, may take the whole of a Parents share, in trust from and after the death of the said Gideon Haggood to and for the use benefit and behoof of his her or their Brothers & Sisters his her and their Executors Administrators and Assigns if more than one as tenants in common, and the said Gideon Haggood in pursuance of the said Agreement, and for the considerations aforesaid, doth hereby for himself his Heirs Executors and Administrators further article promise covenant and agree to and with the said Susannah Yonge and George Reid their Executors Administrators and Assigns in manner following, that is to say that as soon as the said Marriage shall have taken effect, he will firmly and securely transfer assign and set over unto the said Susannah Yonge and George Reid and the survivor of them his or her Executors Administrators and Assigns all the Monies due on the following legacies and distributive shares

and p
Fran
day
to w
the
shou
shou
wher
don
and
said
of th
ing
Lors
ma
ster
Mil
to w
Sus
Yos
the
if
ster
Wick
Yos
set
Mo
and
In
the
an
pl
bar
Ba
an
Pe
an
sa
Yos
An
cc

and proportions of legacies under the Testament and last Will of the aforesaid Francis Yonge senior deceased, bearing date on or about the twenty third day of October in the year of our Lord one thousand seven hundred and eighty to wit, the sum of three hundred Pounds Sterling given and bequeathed to the said Harriet Peckham Yonge by the Will of her said Father, when she should attain the age of eighteen years or on the Day of her Marriage which should first happen, also the sum of Fifty Pounds, the distributive share to which the said Harriet Peckham Yonge became entitled with her Mother Susannah Yonge, her sister Elizabeth Wilkinson (now Elizabeth Porcher) and her Brothers Francis Yonge, William Yonge and Mackworth Yonge (which said Mackworth Yonge was the Child the aforesaid Susannah Yonge wife of the said Francis Yonge senior, was pregnant with, at the time of making his said Will) upon the death of Sarah Hope Yonge in the year of our Lord one thousand seven hundred and eighty three, in minority, unmarried and intestate, being the one sixth part of three hundred Pounds Sterling given and bequeathed to the said Sarah Hope Yonge in and by the Will of her Father, also the sum of seventy Pounds, the distributive share to which the said Harriet Peckham Yonge became entitled, with the said Susannah Yonge, Elizabeth Wilkinson, Francis Yonge and William Yonge, upon the death of Mackworth Yonge in the year of our Lord one thousand seven hundred and eighty four, in minority unmarried, without issue and intestate, being the one fifth part as well of three hundred Pounds Sterling given and bequeathed to the said Mackworth Yonge in and by the Will of his Father, as also of Fifty Pounds to which the said Mackworth Yonge became entitled on the death of his sister Sarah Hope Yonge as before set forth, and also two hundred Pounds and all such other sum and sums of Money as were given or bequeathed to the said Harriet Peckham Yonge in and by the last Will and Testament of her Brother William Yonge deceased In Trust nevertheless to and for the following uses Intents and Purposes that is to say, In Trust that they the said Susannah Yonge and George Reid and the survivor of them his or her Executors and Administrators, will replace the said Monies out at Interest on such security and securities as to them, her or him shall appear proper, or else invest the same in the Bank Stock of the United States of America, or of the South Carolina Bank and pay the interest of the same to the said Gideon Hagood and Harriet Peckham Yonge for their joint use, during their joint lives, and from and after the death of the said Gideon Hagood, should he die before the said Harriet Peckham Yonge, then in Trust that they the said Susannah Yonge and George Reid and the survivor of them, his and her Executors Administrators and assigns will assign transfer and set over both principal and Interest of the said Monies and Bank Stock to and for the sole use

use of the said Harriet Peckham Yonge her Executors Administrators and Assigns and in case the said Harriet Peckham Yonge should die before the said Gideon Hagood without leaving any Child or Children, Grand Child or Grand Children living at her death, then in trust from and after her death, that they the said Susannah Yonge and George Reid and the survivor of them his or her Executors and Administrators will assign transfer and set over both Principal and Interest of the said Monies and Bank Stock to the sole use of the said Gideon Hagood his Executors Administrators and Assigns, But should the said Harriet Peckham Yonge die before the said Gideon Hagood leaving any Child or Children, Grand Child or Grand Children living at her death then in trust from and after her death, that they the said Susannah Yonge and George Reid and the survivor of them his or her Executors and Administrators will pay the Interest of the said Monies and Bank Stock to the said Gideon Hagood for his sole use during his natural life, and from and after his death then in trust as to both Principal and Interest of the said Monies and Bank Stock to and for the use benefit and behoof of such Child or Children, Grand Child or Grand Children, his her or their Executors Administrators and Assigns if more than one, as tenants in common, such Grand Children taking between them only their parents share, and that they said Susannah Yonge and George Reid and the survivor of them his or her Executors and Administrators will accordingly pay deliver or assign their respective shares to them, the Males at their arrival at the age of twenty one years, the Females at their arrival at the said age or day of marriage which shall first happen, and in case any such Children or Grand Children should die, during the life time of the said Gideon Hagood and before the age of twenty one years, without leaving any Child or Children at his her or their deaths then as to the share of such Child or Children In Trust from and after the death of the said Gideon Hagood to and for the use benefit and behoof of the said other Child or Children, Grand Child or Grand Children his her or their Executors Administrators and Assigns, if more than one as tenants in common, the Grand Children only taking between them their parents share, and that they the said Susannah Yonge and George Reid and the survivor of them, his or her Executors and Administrators will accordingly pay deliver and assign their respective shares to them, the Males at their arrival at the age of twenty one years, the Females at their arrival at the said age or day of marriage which shall first happen, and as to the share of any such Grand Child who alone may take the whole of a parents share or as to the share of any such Grand Children who together may take the whole of a parents share, in trust from and after the death of the said Gideon Hagood to and for the same uses as those last mentioned, but as to the share of any one or more of any such Grand Children who together with his her or their Brothers or Sisters may take the whole of a parents share In Trust from and after

after the death of the said Gideon Hagood to and for the use benefit and behoof of his her or their Brothers and Sisters, his her and their Executors, Administrators and Assigns, if more than one as tenants in common, and that they the said Susannah Yonge and George Reid and the survivor of them his or her Executors, Administrators and Assigns will accordingly pay deliver and assign their respective shares to them, the Males at their arrival at the age of twenty one years, the Females at their arrival at that age or the day of Marriage which shall first happen. Provided however that if the said Susannah Yonge and George Reid or the survivor of them, shall think it most for the advantage of the said Gideon Hagood and Harriet Beckham Yonge, and shall be so required by the said Gideon Hagood, then as to the whole or any part of the said Monies or Bank Stock in trust that they the said Susannah Yonge and George Reid or the survivor of them will lay out and expend the same in the purchase of Slaves or Land or both, and have the same conveyed transferred and assured firmly and securely to them, her or him, her or his Heirs and Assigns In Trust and for the same uses intents and purposes as are already herein declared of and concerning the Negro Slaves herein before mentioned, In Witness whereof the said parties have hereunto set their hands and affixed their seals at Charleston on the Day and in the year first above written.

Gideon Hagood (sd)

Sealed and Delivered in the presence of Mr. Rowe, James Moore
Received on the day of the date of the within written Agreement, the sum of Five shillings Sterling, in full for the consideration Money within mentioned
Witness Mr. Rowe, James Moore
South Carolina Personally appeared Mr. William Rowe who being duly sworn made oath on the Holy Evangelists of Almighty God that he was present and saw Gideon Hagood sign seal and as his act and deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, that he also saw him sign the Receipt hereon endorsed, and that he the Deponent with James Moore signed their names as Witnesses to the due Execution thereof sworn to the 23^d day of March 1796 before Stephen Ravenel 22 Recorded the 23^d March 1796

City of Charleston &

South Carolina Articles of Agreement made and executed the twenty third day of March in the year of our Lord one thousand seven hundred and ninety six, Between William Stevens Smith of the City of Charleston aforesaid Esq. Attorney at Law of the first part, Juliette Lee Waring of the same place Daughter of Thomas Waring Esq. of the second part, and Doctor Thomas Waring and Morton Waring Esq. of the third part, where as a Marriage is intended shortly to be had and solemnized between the said William Stevens Smith, and the said Juliette Lee Waring, and whereas the said Juliette Lee Waring is entitled to the real estate herein after mentioned, or to some part thereof situate on Bulls Street

482
See Book of Instructions of Records & Deeds M. W. P. Page 536 for same
Mention of their right and title to the lot & land in Wentworth Street, mentioned in the Deeds

48
Street in the City of Charleston aforesaid, and on the death of Mary Waring, Mother
of the said Juliette, should she the said Juliette be then living to a proportion
of several lots or tracts of land, more particularly to the whole or part of an-
other lot of land situate on Wentworth Street in the said City, also to several
regrets, and it has been agreed between the said parties that the said real
and personal estate, or the right and title of the said Juliette to the same,
shall be conveyed transferred and secured firmly and effectually to the
said Dr. Thomas Waring and Morton Waring, and the survivor of them, his
Heirs Executors Administrators and Assigns, in trust for the purposes herein
after mentioned. Now therefore the said Wm. S. Smith in consideration of the
said intended marriage, and in pursuance of the said Agreement, and also
in consideration of five shillings to him in hand paid by the said Dr. Thom-
as Waring and Morton Waring doth hereby for himself his Heirs Executors
and Administrators, article covenant promise and agree to and with the said
Thomas and Morton Waring, their Heirs Executors Administrators and Assigns in manner
following that is to say, that after the said Marriage shall
have taken effect and as soon as the said Wm. S. Smith shall be thereunto
required by the said Thomas and Morton Waring or the survivor of them
his Heirs Executors Administrators or Assigns, he the said Wm. S. Smith will join
in conveying with the said Juliette and securing firmly and effectually to
the said Thomas Waring and Morton Waring and the survivor of them, his
Heirs and Assigns, all right, title and Interest which she the said Juliette
now has or hereafter (on the death of her Mother) may have to any real-
estate on such contingency, also to an undivided moiety or half part
of a piece or parcel of land situate lying and being on Charleston Green con-
taining in front on Bulls Street, on the south side thereof fifty three
feet, and on the East side fronting Rutledge Street one hundred and
ninety three feet, also (should the said Juliette survive her Mother)
all such estate right title and interest as she the said Juliette may have
hereafter of and in a piece or parcel of land situate at Charleston aforesaid
and known by the lot number twenty two (or 22) containing in front on
Wentworth Street one hundred and six feet three inches, then running
in depth from South to North one hundred and twenty one feet, four
inches, butting and bounding to the westward on Richard Salas's land
to the Northward on lot No 21, to the Eastward on lot No 17, and to the South-
ward on Wentworth Street aforesaid; to gether with the rights mem-
bers and Appurtenances to the said several lots of land belonging, In Trust
nevertheless to and for the following uses and purposes, that is to say,
in trust to and for the joint use benefit and behoof of them the said
Wm. S. Smith and Juliette his intended Wife, during their joint lives and from
and after the death of the said Wm. S. Smith, should he die before the said Juliette
then in trust for the sole use benefit and behoof of the said Juliette dur-
ing her natural life, and in case the said Juliette should die without leav-
ing any Child or Children, Grand Child or Grand Children, then in trust

482
See Book of Instructions of Records & Deeds M. W. P. Page 536 for same
Mention of their right and title to the lot & land in Wentworth Street, mentioned in the Deeds

48
Street in the City of Charleston aforesaid, and on the death of Mary Waring, Mother
of the said Juliette, should she the said Juliette be then living to a proportion
of several lots or tracts of land, more particularly to the whole or part of an-
other lot of land situate on Wentworth Street in the said City, also to several
regrets, and it has been agreed between the said parties that the said real
and personal estate, or the right and title of the said Juliette to the same,
shall be conveyed transferred and secured firmly and effectually to the
said Dr. Thomas Waring and Morton Waring, and the survivor of them, his
Heirs Executors Administrators and Assigns, in trust for the purposes herein
after mentioned. Now therefore the said Wm. S. Smith in consideration of the
said intended marriage, and in pursuance of the said Agreement, and also
in consideration of five shillings to him in hand paid by the said Dr. Thom-
as Waring and Morton Waring doth hereby for himself his Heirs Executors
and Administrators, article covenant promise and agree to and with the said
Thomas and Morton Waring, their Heirs Executors Administrators and Assigns in manner
following that is to say, that after the said Marriage shall
have taken effect and as soon as the said Wm. S. Smith shall be thereunto
required by the said Thomas and Morton Waring or the survivor of them
his Heirs Executors Administrators or Assigns, he the said Wm. S. Smith will join
in conveying with the said Juliette and securing firmly and effectually to
the said Thomas Waring and Morton Waring and the survivor of them, his
Heirs and Assigns, all right, title and Interest which she the said Juliette
now has or hereafter (on the death of her Mother) may have to any real-
estate on such contingency, also to an undivided moiety or half part
of a piece or parcel of land situate lying and being on Charleston Green con-
taining in front on Bulls Street, on the south side thereof fifty three
feet, and on the East side fronting Rutledge Street one hundred and
ninety three feet, also (should the said Juliette survive her Mother)
all such estate right title and interest as she the said Juliette may have
hereafter of and in a piece or parcel of land situate at Charleston aforesaid
and known by the lot number twenty two (or 22) containing in front on
Wentworth Street one hundred and six feet three inches, then running
in depth from South to North one hundred and twenty one feet, four
inches, butting and bounding to the westward on Richard Salas's land
to the Northward on lot No 21, to the Eastward on lot No 17, and to the South-
ward on Wentworth Street aforesaid; to gether with the rights mem-
bers and Appurtenances to the said several lots of land belonging, In Trust
nevertheless to and for the following uses and purposes, that is to say,
in trust to and for the joint use benefit and behoof of them the said
Wm. S. Smith and Juliette his intended Wife, during their joint lives and from
and after the death of the said Wm. S. Smith, should he die before the said Juliette
then in trust for the sole use benefit and behoof of the said Juliette dur-
ing her natural life, and in case the said Juliette should die without leav-
ing any Child or Children, Grand Child or Grand Children, then in trust

from and after the death of the s^d Juliette to and for the surviving Brothers and Sisters of the said Juliette as tenants in common and not as joint tenants, and the s^d W. S. Smith for himself his Heirs Executors and Admors covenant promise and agree to and with the s^d Thos. Waring and Morton Waring and the survivor of them and the Heirs Executors Admors and Assigns of the survivor of them, that he will at all times after the execution of the s^d Conveyance and at the request of either of them or the Heirs and Assigns of the survivor of them join with his s^d intended Wife in executing any such further Deeds and Conveyances, as the s^d Thomas or Morton Waring or either of them, or the Heirs or Assigns of the survivor of them, may think requisite for the better and more perfect securing and conveying the aforesaid several Lots of Land to them, or him, their or his Heirs or Assigns in trust for the purposes and uses aforesaid, and the s^d W. S. Smith in pursuance of the s^d Agreement and for the considerations aforesaid doth hereby for himself his Heirs Executors and Admors further Article covenant promise and agree to and with the s^d Thomas and Morton Waring their Executors Admors and Assigns, and to and with the Executors Administrators and Assigns of the survivor of them in manner following that is to say that after the Marriage shall have taken effect he will bargain sell and transfer firmly and securely to the said Thomas and Morton Waring and the survivor of them his Executors Admors and Assigns all such Negroes as she the said Juliette may now be entitled or have a right to, and on the death of Mrs. Mary Waring all such other Negroes as she the said Juliette will then have a Claim right or title to. In Trust nevertheless to and for the following uses and purposes, that is to say, In Trust to and for the joint use benefit and behoof of the s^d W. S. Smith and Juliette his intended Wife during their joint lives and from and after the death of the s^d W. S. Smith, if should he die before the s^d Juliette, then in trust to and for the sole use benefit and behoof of the s^d Juliette during her life, and from and after the death of the said Juliette, in case she the s^d Juliette should leave any Child or Children, Grand Child or Children living at her death, then in trust to and for the use benefit and behoof of such Child or Children, his her or their Executors Admors and Assigns for ever, if more than one, as tenants in common, such Grand Children taking between them only their parents share, and in case the said Juliette should die before the s^d W. S. Smith leaving at the time of her death any Child or Children, Grand Child or Grand Children, then in trust for the s^d Child or Children Grand Child or Grand Children as above limited, but should the said Juliette die before the s^d W. S. Smith without leaving any Child or Children Grand Child or Grand Children, then and in that case in trust to and for the said W. S. Smith his Executors & Admors. In witness whereof the s^d Parties have hereunto set their Hands and

deals the day and year first above written signed sealed and executed in the presence of the words "to a proportion of several lots or tracts of land, more particularly" between the seven and eighth lines from the top being first inserted, and the words "right title and interest which she the said Juliette now has or hereafter (on the death of her mother) may have to any real Estate on such contingency, also to an," between the twentieth and twenty first lines from the top being also first inserted, Edward D. Smith, Edmund Tho Waring, South Carolina Charleston, Personally appeared Mr. Edmund Thomas Waring who being duly sworn made oath that he was present and saw William Stevens Smith, Juliette Lee Waring, Morton Waring and Thomas Waring Junior severally sign seal and as their respective act and deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with Edward Darrell Smith signed their names as Witnesses to the due Execution thereof Sworn to the 11th day of April 1796 before Stephen Ravenel J.C. Recorded 11th April 1796

South Carolina

To all to whom these presents shall come be seen or made known I Catharine Postell of the State of South Carolina send greeting Whereas a Marriage is intended to be shortly had and solemnized between John Logan Esquire and myself, And whereas it has been agreed by us that the Negroes herein after mentioned should be settled to our joint use during our joint lives, and on the death of either of us then to the sole and absolute use of the survivor, Now know ye that in pursuance of the said agreement and in consideration of the sum of five shillings to me in hand paid by lieutenant Colonel William Fishburne I the said Catharine Postell have granted bargained and sold and by these presents do grant bargain sell and deliver unto the said William Fishburne the following Negroes, to wit: Dick, Joe Francis, Jacob, Bob, Robbin, Amey, Rindah, Flora, Nancy, Hannah, Dido, Amey Hannah, Sue, Daphne, Judy, George, Bristol, Judy, Judy, Billy and Faty, To have and to hold all and singular the said Negroes and the future Issue and Increase of such as are female unto the said William Fishburne his Executors and Administrators for and upon the following uses and trusts and no other that is to say to my use until the intended Marriage shall take effect, and from and after the Celebration of the said Marriage to the joint use of the said John Logan and myself, and from and after the death of either of us, then to the sole and absolute use and behoof of the said survivor his or her Executors Administrators and Assigns for ever In Witness

W. Smith

Juliette Lee Waring

Morton Waring

Tho. Waring Jr.

whereof I have hereunto set my hand and seal this twelfth day of October in the year of our Lord one thousand seven hundred and ninety five, Catherine Postell ss/ sealed and delivered in the presence of Jephthas Prentiss. Personally appeared before me Doctor Jephthas Prentiss and made oath that he was present and saw the above named Catherine Postell sign the above Instrument of writing and acknowledge the same to be her hand writing & seal and for the purposes therein mentioned. Jephthas Prentiss, March 16th 1796 Sworn before me Joseph Roger JP. Recorded 12th April 1796

South Carolina

This Indenture made the Eighth day of April in the year of our Lord one thousand seven hundred and ninety six Between Lewis Augustin Legay of the City of Charleston Esquire of the one part, Rebecca Sawyer Whippy of the same place of the second part, and Benjamin Seabrook and Thomas Banyard Esquires of Edisto Island of the third part, Whereas a Marriage by divine permission is shortly to be had and solemnised between the said Lewis Augustin Legay and the said Rebecca Sawyer Whippy, And whereas the said Rebecca Sawyer Whippy is possessed of the following Negro Slaves in her own right, to wit, Bella, Peg, Jack, Daniel, Sampson, son of Peg, Peter, Hannah, Chloe, Lucretia Sampson, Nan, Bep. Minta Sarah, Harry, Tom and Toby, and June, and Whereas the said Lewis Augustin Legay and Rebecca Sawyer Whippy have agreed to settle the Estate in the said Negroes to the uses, and upon the Trusts hereinafter mentioned. Now this Indenture witnesseth that the said Rebecca Sawyer Whippy in consideration of the premises and of ten Shillings to her in hand paid by the said Benjamin Seabrook and Thomas Banyard (the receipt whereof is hereby acknowledged) hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Benjamin Seabrook and Thomas Banyard the aforesaid Negro Slaves, Bella, Peg, Jack, Daniel, Sampson son of Peg, Peter, Hannah, Chloe, Lucretia, Sampson, Nan, Bep. Minta Sarah, Harry, Tom, Toby and June, with the issue and increase of such as are females, To have and to hold all and singular the said Negro Slaves with the issue and Increase of such as are females to the said Benjamin Seabrook and Thomas Banyard their Executors and Administrators, to for and upon the uses and Trusts, to be herein declared of and concerning the same, that is to say, all the before mentioned negroes with the issue and increase of those that are females to the only use and behoof of the said Rebecca Sawyer Whippy untill the intended marriage shall take effect, and from and after the solemnization thereof then to the use of the said Rebecca Sawyer Whippy during her life to be kept used disposed of or sold as she the said Rebecca Sawyer Whippy shall think fit.

Rebecca Sawyer Whippy shall think most to her Interest advantage and convenience without any control direction compulsion or hindrance of by or from the said Lewis Augustin Le Gay, and from and after the death of the said Rebecca Sawyer Whippy to the said Lewis Augustin Le Gay should he survive the said Rebecca Sawyer Whippy and there be issue of the marriage during their joint lives, and after the death of the said Lewis Augustin Le Gay to be equally divided, Between the issue of the said marriage if more than one Child, if but one, then to such Child their his or her Heirs Executors, Administrators and Assigns for ever. But in case there shall be no issue of the marriage, or there be issue and such issue shall die without issue during the life of the surviving parent, then to such Survivor his Heirs Executors and Administrators except the following five of the said Negroes to wit, Bella, Peg, Jack, Daniel, and Sampson Son of Peg, and the issue of those that are females among the said five last mentioned Negroes which are to be to the use of Isaac Grumball Jenkins, Son of Isaac Grumball Jenkins and Margaret Jenkins in case he should be living in the event last aforesaid his Heirs Executors and Administrators for ever, In Witness whereof the said Parties to these presents have hereunto set their hands and seal the day and year first above-written. Louis Augustin Le Gay (Hd) Rebecca Sawyer Whippy (Hd) Signed Sealed and Delivered in presence of the words and Thomas Banyard first interlined Margaret Jenkins, Mary Jenkins South Carolina Charleston, Personally appeared Mary Jenkins who being duly sworn on the Holy Evangelists of Almighty God made oath that she was present and saw Louis Augustin Le Gay and Rebecca Sawyer Whippy severally sign seal and as their respective Act and Deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth, and that she the Deponent with Margaret Jenkins signed their names as Witnesses to the due Execution thereof sworn to the 12th day of April 1796 before Stephen Ravenel 12. Recorded 12th April 1796

South Carolina

This Indenture Tripartite made the sixteenth Day of January in the year of our Lord one thousand seven hundred and sixty five, and in the Fifth Year of His Majesty's Reign, Between Benjamin Garden of the Parish of Prince William in Granville County in the Province of South Carolina Esquire of the first part, Amalia Godin Spinster Daughter of Benjamin Godin late of Charlestown in the said Province Esquire Deceased of the second part, and Stephen Bull of Sheldon in the Parish of Prince William aforesaid Esquire and William Lennox of Charlestown aforesaid Merchant of the third part, Whereas

the said Isaac M her Dem and in a lying a plan or possesie Affee an unto the shilling and oth to be ha Ameliu min a althou to be d min ty Intere the Cor and the istrats Parties Lot afo Issue a being signed am Len Trusts after Under on of Agree Money the Sai the se is her prove being hath over tran

the said Amelia Godin in virtue of the last Will and Testament of Isaac Maryock deceased her Grand Father is seized and possessed in her Demesne as of fee or of some other good Estate and Inheritance of and in an undivided part of a certain Town Lot of Land situate lying and being near the work House in Charlestown known in the plan or model of the said Town by the number And also possessed of sundry Negroe Slaves known by the names of Essex, Pompey Affee and her child Abram, Cuba, and Kagar, and is likewise entitled unto the sum of ten thousand two hundred and fifty pounds five shillings and Eleven pence current Money at Interest on Bonds and other Securities, and whereas a Marriage is intended shortly to be had and solemnized between the said Benjamin Garden and Amelia Godin, and it is agreed by and between the said Benjamin and Amelia that if the said Marriage shall take Effect, and although the said Negroe Slaves and also the Moneys at Interest are to be delivered into the Custody and possession of the said Benjamin Garden to be used and enjoyed by him, and the Moneys at Interest laid out and disposed of as he shall think fit without the Controul Direction or Interruption of the said Stephen Bull and William Lennox or either of them or their Executors Administrators or Assigns Yet it is agreed by and between all the said Parties to these presents that as well the said Undivided part of the Town Lot aforesaid, as the before named Negroe Slaves with the future Issue and Increase of the female Slaves, and the Moneys at Interest being the Fortune and Estate of the said Amelia Godin, shall be assigned Transferred and made over unto the said Stephen Bull and William Lennox their Heirs Executors Administrators and Assigns upon the Trusts and to and for such uses Intents and purposes as are herein after mentioned and expressed of and concerning the same, This Indenture therefore Witnesseth that in prospect and consideration of the said Intended Marriage and in further pursuance of the said Agreement, and also for and in consideration of the sum of ten shillings lawful Money of the Province aforesaid to the said Amelia Godin in hand paid by the said Stephen Bull and William Lennox or one of them at or before the sealing and Delivery of these presents the Receipt whereof is hereby acknowledged she the said Amelia Godin with the privity and consent of the said Benjamin Garden (testified by his being a party to and his sealing and Delivering of 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 Stephen Bull and William Lennox

van...
 Lendence
 the death of
 Self pay...
 of the marriage
 Augustina
 marriage if
 or her heirs
 shall be no
 all die with
 each Sur-
 following
 upon bond
 last mention
 king, bond
 he should
 Adminis-
 se presents
 at above-
 York Whiffy
 and
 Mary Jenkins
 who
 God made
 of and
 their respect
 viting to
 she the
 as Wm Jm
 April 1796
 5
 made
 one thou-
 year of his
 birth of
 with Carolina
 ter of
 since Equine
 on in the
 Lennox of
 Whereas

Lennox their Heirs Executors Administrators and Assigns, as well as
 that the said Undivided part of the said Town Lot of Land situate lying
 and being near the work House in Charlestown and known in Plain
 model of the said Town by the number with the appurtenances
 thereunto belonging, as also the several Negroe Slaves herein before
 named to wit Essex, Pompey Affee and her child Abram, Cuba and
 Hagar with the future Issue and Increase of the Female Slaves, and like-
 wise the said several Bonds and other Securities for Money at Inter-
 est, and all the benefit thereof, and all the Money due and payable or
 to become due and payable thereupon, and all the Estate Right Title
 Interest Claim and Demand whatsoever both at Law and in Equity
 of her the said Amelia Godin of in and to the same premises hereby
 intended to be hereby Granted Bargained Sold Assigned and Trans-
 ferred every or any part or parcel thereof, To have and to hold
 the said Undivided part of the said Town Lot and also the said Ne-
 groe Slaves with the Issue and Increase of the Female Slaves, and
 the said Bonds and other Securities and the Monies thereupon due
 and payable or to become due and payable, and all the benefit there-
 of unto the said Stephen Bull and William Lennox their Heirs Exe-
 cutors Administrators and Assigns absolutely, Together with full
 power licence and authority to ask demand sue for and re-
 cover, get in and receive the said Sum of Ten thousand two hun-
 dred and fifty pounds five Shillings and Eleven pence and
 all Interest due and to grow due upon or for the same and every
 part thereof, Upon such Trusts nevertheless and to and for such in-
 tents, and purposes and subject to such agreements as are here
 in after mentioned expressed and declared of and concerning, the
 premises hereby assigned, that is to say, In Trust for the said
 Amelia Godin her Heirs Executors Administrators and Assigns re-
 spectively untill the solemnization of the said Intended Marriage
 and from and after the solemnization thereof, then upon Trust
 that they the said Stephen Bull and William Lennox and the Sur-
 vivor of them his Heirs Executors Administrators and Assigns
 respectively shall and do permit and suffer the said Benjamin
 Garden and the said Amelia Godin his intended Wife, and
 the Survivor of them, and the Heirs Executors Administrators
 and Assigns of the Survivor to have receive and take the yearly
 Rents Issues and Profits of the said Undivided piece or part
 of the said Town Lot and the Interest Income and Produce of the
 Negroe Slaves and Monies at Interest for and during the term
 of their natural lives and the life of the longest liver of them
 respectively, and from and after their decease and of the sur-
 vivor of them, then upon this further Trust and confidence
 that

signs, as well as
and situated lying
own in Plain
appurtenances
es hereinbefore
am, Guba and
e Slaves, and like
r Money at Inter
and payable or
ate Right Title
and in Equity
ises hereby or
igned and Trans.
and to hold
also the said Ne
e Slaves, and
s thereupon due
the benefit there
their heirs exe
gether with full
ue for and re
cand two hun
n pence and
me and every
nd for such in
ts as are here
cerning the
t for the said
nd Assigns re
tended Marriage
n upon Trust
or and the sur
and Assigns
d Benjamin
d wife, and
ministrators
ce the yearly
piece or part
roduce of the
ing the term
liver of them
nd of the sur
d confidence
that

489

that they the said Stephen Bull and William Lennox and the Survivor of them his Heirs Executors Administrators and Assigns respectively shall and do permit and suffer such Children and Issue of the said Marriage by the said Amelia Godin to the said Benjamin Garden as shall be born and living at the time of the decease of the longest liver of them the said Benjamin and Amelia, to have keep make use and dispose of the said Undivided piece or part of the said Town lot and premises, and also the said Negroe Slaves, and the future Issue and Increase of the female Slaves, and likewise to have and enjoy the said Monies at Interest and all the benefit thereof and of every part and parcel thereof for ever, And for default of such Children or Issue of the said Marriage as aforesaid, then In Trust that they the said Stephen Bull and William Lennox and the Survivor of them his Heirs Executors Administrators and Assigns respectively shall and do grant convey assign make over and transfer unto the Survivor of them the said Benjamin Garden and Amelia Godin his or her Heirs Executors Admins Assigns for ever, all and singular the said Undivided piece or part of the said Town lot and premises, and also the said Negroe Slaves and the future Issue and Increase of the Female Slaves and the Monies at Interest to be had hold used and enjoyed by him her or them as his her and their proper Estate for ever. And this Indenture further witnesseth that as it is agreed that the said sum of ten thousand two hundred and fifty pounds five shillings and eleven pence Current money at Interest on Bonds and other Securities, together with the said Bonds and securities themselves are, in case the said Intended Marriage shall take Effect to be put and placed in the Hands of the said Benjamin Garden to be by him disposed of used and enjoyed as he shall think fit during his life without the Controul or Interruption of the said Stephen Bull and William Lennox or either of them or their Executors Administrators or Assigns respectively he the said Benjamin Garden in consideration thereof and of the said Marriage doth hereby for himself his heirs Executors and Administrators Covenant Promise and agree to and with the said Stephen Bull and William Lennox their Executors and Administrators that in case the said Marriage shall take effect, and the said Amelia Godin shall happen to survive the said Benjamin Garden, then the Heirs Executors or Administrators of him the said Benjamin Garden shall and will well and truly pay or cause to be paid unto the said Stephen Bull and William Lennox or the Survivor of them his Executors or Administrators the full and Just sum of ten thousand two hundred and fifty pounds five shillings and eleven pence Lawful Current Money of the Province aforesaid or otherwise by some Deed or Deeds duly Executed in his life time or by his last Will and Testament well and truly secure the same to be paid, and the said Negroe Slaves and the Issue and Increase of the said Female Slaves

on the Value thereof delivered. In Trust to and for the use and behoof of the said Amelia Godin and such Children or Issue of the said Marriage by the said Amelia to the said Benjamin as shall be born and living at the time of her Decease according to the true Intent and Meaning of the Trusts herein before mentioned, In Witness whereof the Parties to the Presents have hereunto Interchangeably set their Hands and seals the Day and year first above written

Sealed and Delivered The words "according to a List or Schedule thereof hereunto annexed" being first Delivered in the presence of us
 Stephen Bull junr (21)
 Amelia Godins (21)
 B. Gardene (21)
 Received on the Day of the Date of the within Indenture of the within named Stephen Bull and William Lennox the sum of ten Shillings current money in full for the Consideration money within mentioned —

Witness
 State of South Carolina City of Charleston, Be it remembered, that on the twenty second day of April, one thousand seven hundred and ninety six, Before me John Sanford Dart, one of the Justices of the Superior assigned to keep the Peace in the said State, Personally came and appeared William Lennox one of the Contracting Parties to the foregoing Deed, purporting to be Marriage Articles, and acknowledged that the name "signed Will^m Lennox" to be his hand writing, as also his seal as annexed thereto, and that it was signed and sealed by him, as one of the Contracting Parties aforesaid, for the uses intents and purposes as therein set forth.
 John Sanford Dart 4826 Recorded 22^d April 1796

This Indenture of three parts made the fifth day of March in the Twentieth year of the Sovereignty and Independence of the United States of America and in the year of our Lord one thousand seven hundred and ninety six Between Elizabeth Proctor of the Parish of Saint Stephensantee in the State of South Carolina Widow of the first part James Scott of the City of Charleston in the State aforesaid Merchant of the second part and Peter Gaillard and Samuel Proctor of Saint Stephens parish Santee aforesaid Planters of the Third part Whereof a Marriage is intended by Gods permission shortly to be had and solemnized between the said James Scott and Elizabeth Proctor and the said Elizabeth Proctor being intitled unto an undivided share of and in certain lands negroes cattle and household furniture as the widow and devisee of her late husband Peter Proctor deceased. It has been agreed that the property which she so possesses as to possess shall be conveyed and settled upon the usual Trusts and uses herein after mentioned and so as not to be subject to the debts or engagements of her said intended husband. Now this Indenture Witnesseth that in consideration of the said intended Marriage so to be had and solemnized as aforesaid and of the love and affection in which the said James Scott and Elizabeth Proctor have and beare each other And also in consideration of the sum of ten Shillings Sterling Money to the said Elizabeth Proctor in hand

at or before the sealing and delivery of these presents well and truly paid by
 the said Peter Gaillard and Samuel Porcher the receipt whereof is hereby
 acknowledged. And the said Elizabeth Porcher by and with the privacy
 and consent of the said James Scot her intended husband testified by
 his being a party to and signing and sealing these presents. That he
 granted bargained and sold aliened released and confirmed and by
 these presents DOth grant bargain and sell alien release and confirm
 unto the said Peter Gaillard and Samuel Porcher their heirs executors
 administrators and assigns All and every the undivided part or share
 of her the said Elizabeth Porcher of in and to All and singular the mes-
 suages plantations or tracts of land lately given and devised to her in and by the
 last Will and Testament of ^{her} said late husband Peter Porcher And also
 of in and to all and singular the said Elizabeth Porcher's right here and
 share in and to the said negroes Cattle household furniture and other goods
 and chattels which she is intitled to under the Will of her said late hus-
 band Peter Porcher And all her estate right title and interest in and
 to the same and every part thereof To have and to hold the said undivided
 messuages or tenements plantations or tracts of land and premises And also
 the said undivided negroes Cattle household furniture goods and chattels
 herein before mentioned and intended to be hereby conveyed and assigned
 unto the said Peter Gaillard and Samuel Porcher their heirs executors
 administrators and assigns from hence forth absolutely Upon such
 Trusts never theless and for such uses intents and purposes as
 are hereafter expressed and declared concerning the same. That is to
 say. To the only use and behoof of the said Elizabeth Porcher her
 heirs executors administrators and assigns until the Marriage be-
 tween her and the said James Scot shall take effect and be solemnized
 and from and immediately after the solemnization thereof, then-
 upon this special Trust and Confidence that they the said Peter Gail-
 lard and Samuel Porcher their heirs executors and administrators
 the survivor of them, do and shall permit and suffer the said James Scot and
 his assigns to take and receive the rents and issues of the said Plantations, and
 also the labor profits and use of the said Negroes Household Furniture goods
 and Chattels for and during the term of his natural life for the maintenance
 and support of the said James Scot and Elizabeth his intended wife. And
 also for the maintenance support and education of Elizabeth Marianne &
 Martha Porcher the three Children of the said Elizabeth by her late Husband
 Peter Porcher. And also James and Mary Scot the two Children of the said
 James Scot, and also of all and every the Child and Children that may be the
 future Issue of the said Elizabeth Porcher by the said James Scot her intended
 Husband, and for their use only and not to be in anywise subject or liable
 to the Debts or Engagements of the said James Scot but to be applied solely
 for the purposes aforesaid, and in case the said Elizabeth Porcher should
 survive and over live the said James Scot then in Trust for her in like
 manner to apply the Rents Issues and Profits of the said Messuages and
 Plantations Negroes Furniture goods and Chattels for the maintenance and
 support of herself the several Children aforesaid, and the future Issue of
 the said intended Marriage, and from and immediately after the Death

behalf of
 Marriage
 living at
 ring of the
 tes to the
 seals the
 exp (22)
 sum (22)
 ing (22)
 (22)
 Day of the
 and
 in full
 up
 hered that
 ended and
 justices of
 personally
 ting Par
 the clu-
 e to be
 that it
 Parties
 et forth

day of
 dance of
 thousand
 the Parish
 of the first
 a Merchant
 - Jacob the
 where ad
 and
 Porcher
 divided
 - furniture
 deceased
 fees as is
 its and
 the debts
 is In
 said intend
 and of the
 Porcher
 is sum of
 be in hand
 at

of the survivor of them the said James Scot and Elizabeth Porcher, then for the use and only proper use and behoof of the said Elizabeth, Marianne and Martha Porcher, James and Mary Scot, and all and every the Child and Children of the said James Scot and Elizabeth his intended wife their Heirs Executors Administrators and Assigns absolutely for ever Discharged of all further Trusts and in case of the death of either of the said Children the part or share of him or her so dying shall go to and descend unto the survivor of them his her or their Heirs Executors Administrators and Assigns any thing herein before contained to the contrary thereof in any wise notwithstanding. In Witness whereof the parties aforesaid, these presents Indentures their Hands and seals have set. (Dated the day and year first above written. Sealed and Delivered by the within Elizabeth Porcher (ss) named James Scot and Elizabeth Porcher. La. Scot (ss) in the presence of Tral. Thomas Ann Vernon. Samuel Porcher (ss) Charleston. Personally appeared M. Francis Thomas who being duly sworn made oath that he was present and saw Elizabeth Porcher, James Scot and Samuel Porcher severally sign seal and as their respective Act and Deed deliver the within Instrument of writing to and for the use and purposes therein set forth, and that he the Deponent with Ann Vernon signed their names as Witnesses thereto, shewn to the 27 day of April 1796 before John Landford Clerk S.P.C.U. Recorded 27 day of April 1796

Know all men by these presents, that I Jacob Emilius Irving of the Island of Jamaica, but now in Charleston, Have entered in to a Contract of Marriage with Hannah Margaret Corbett, Daughter of Thomas Corbett of Charleston in the State of South Carolina Merchant, therefore I the said Jacob Emilius Irving in consideration of the Marriage Portion of the said Hannah Margaret Corbett, and in order fully to secure the same to her and her Heirs, do hereby acknowledge myself to be held and firmly bound unto Thomas Corbett Senr. Thomas Corbett Junr. and Adam Tunno, as Trustees of the said Hannah Margaret Corbett for and in her behalf, in the full and just sum of three thousand pounds Sterling Money, to be paid unto the said Thomas Corbett Senr. Tho. Corbett Junr. and Adam Tunno as Trustees aforesaid, to them and their Exors or Admors, at any time that the same may be legally and Equitably demanded. To which payment well and truly to be made and done, I bind myself and each and every of my Heirs Exors and Admors, firmly by these presents, sealed with my seal, and dated at Charleston in the State of South Carolina the Eighteenth Day of April in the year of our Lord one thousand seven hundred and ninety six, and in the Twentieth year of the Sovereignty and Independence of the United States of America sealed and delivered in presence of Jacob Em. Irving (ss) James Hale, Humphy Minchin - Charleston. Personally appeared M. Humphy Minchin who being duly sworn made oath that he was

present and saw deliver the within set for their Names a Daniel Sm

South Carolina

in the y
Between W
of the first pa
and Nathaniel
the third part
lemnized be
Now this In
marriage, a
after mention
and declared
by the said M
at or before th
doth hereby
sold concludes
bargain sell
and Thomas
and Assigns of
annexed to
Philip Charles
Charles Sini
taining in
from South
Bounding to
thirty six
on Lot num
now or of lat
houses edif
tages, one
belonging
are or at an
ed, taken
and the rev
and profits
thereof, we
union Right

present and saw Jacob Smilius living sign seal and as his Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, and that he the Dependent with James Male signed their Names as Witnesses thereto. Shown to the 4th day of May 1796 before Daniel Smith J.P. Recorded 4th May 1796

South Carolina

This Indenture Teparite made the day of in the year of our Lord one thousand seven hundred and ninety six Between William Greenwood the Elder of the City of Charleston Esquire of the first part, M^{rs} Ann Lord of the same place Widow of the second part and Nathaniel Russell and Thomas Corbett of the City of Charleston Esquires of the third part, Whereas a Marriage is intended shortly to be had and solemnized between the said William Greenwood and the said Ann Lord. Now this Indenture witnesseth that in consideration of the said intended marriage, and for settling and assuring the lot of land and Negroes herein after mentioned unto such uses and upon such Trusts as are hereinafter expressed and declared, and ~~of~~ and in consideration of the sum of five shillings Sterling by the said Nathaniel Russell and Thomas Corbett to the said Ann in hand paid at or before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge, she the said Ann Lord hath granted bargained sold conveyed transferred assigned and set over and by these presents doth grant bargain sell convey transfer assign and set over unto the said Nathaniel Russell and Thomas Corbett, and the survivor of them, and the Executors Administrators and Assigns of such survivor, all that lot or piece of Land known in the plan annexed to ~~the~~ a lease of a part of the glebe lands belonging to the Parish of St. Philip Charleston from the Vestry and Church Wardens of the said Parish to Charles Sinckney Esquire by the number thirty seven (37) measuring and containing in breadth from East to West on Beaufain Street sixty feet, and in depth from South to North one hundred and eighty feet six Inches, and is Butting and Bounding to the South on the said Beaufain Street, to the East on Lot number thirty six (36) belonging to the Estate of the said Charles Sinckney, to the North on Lot number twenty (20) and to the West on Lot number thirty eight (38) now or of late belonging to Gilbert Chalmers, Together with all houses, out-houses edifices buildings ways, paths waters, water courses easements, advow-nages, emoluments and hereditaments whatsoever to the said Lot of Land belonging or in any wise appertaining a which to and with the same now are or at any time heretofore have been held used occupied accepted, reputed, taken or known as part parcel or member thereof, or of any part thereof and the reversion and reversions, remainder and remainders, rents issues and profits of all and singular the said premises and every part and parcel thereof, with the appurtenances, and also all the Estate Property Possession Right Title and Interest of her the said Ann of in and to the said

Lot of Land and Premises and every part thereof with the appurtenances
 To have and to hold the said Lot of Land Hereditaments and Premises herein
 before mentioned to be hereby granted bargained and sold with their and every
 of their appurtenances unto the said Nathaniel Russell and Thomas Corbett
 and the Survivor of them, and the Executors, Administrators and Assigns of such
 Survivor, for and during all the rest and residue of the term of thirty one
 years therein to come and unexpired, and further according to the terms
 incumbrances, conditions, provisos, advantages benefits, and true in-
 tent and meaning of the said lease, and to and for such uses, and upon such
 trusts, and to and for such intents and purposes, as are hereinafter men-
 tioned expressed and declared, of or concerning the same, that is to say, to
 the use and behoof of the said Ann Lord according to her respective
 Interest and Estate therein at the time of or immediately before the ex-
 ecution of these presents until the solemnization of the said intended
 marriage, and from and after the solemnization thereof to the use
 and behoof of the said Ann Lord for and during the term of the joint lives
 of the said William Greenwood and Ann Lord without impeachment of
 or for any sort of waste, and after the determination of that Estate, then to
 the use of the said Nathaniel Russell and Thomas Corbett and the Survivor
 of them, and the Executors Administrators and Assigns of such Survivor -
 during the joint lives of the said William Greenwood and Ann Lord upon
 Trust to support and preserve the Contingent Uses and Estates hereinafter
 limited from being defeated and destroyed, and for that purpose to -
 make entries or bring actions as the case shall require, but neverthe-
 less to permit and suffer her the said Ann and her Assigns during the
 joint lives of the said William Greenwood and Ann Lord to receive and
 take the rents and profits thereof and of every part thereof to and for her
 own use and benefit, and in case the said Ann should survive the
 said William Greenwood then to the use and behoof of the said Ann -
 during the term of her natural life, and from and after the determina-
 tion of the said Estate, then to the use and behoof of the said Nathaniel
 Russell and Thomas Corbett and the Survivor of them and the Executors
 Administrators and Assigns of such Survivor, during the life of the said
 Ann Lord upon Trust to support and preserve the Contingent uses &
 Estates hereinafter limited from being defeated and destroyed, and
 for that purpose to make entries or bring actions as the case shall re-
 quire, but nevertheless to permit and suffer her the said Ann and
 her Assigns during the life of her the said Ann to receive and take
 the rents and profits thereof and of every part thereof and to and for
 her own use and benefit, and in case she the said William Greenwood
 should survive her the said Ann Lord, then to the use and behoof
 of the said William Greenwood during the term of his natural life
 and from and after the determination of the said Estate, then to the
 use and behoof of the said Nathaniel Russell and Thomas Corbett

and the donee
 such Surv
 support an
 from being
 bring Acti
 for him. b
 him the sa
 thereof, and
 from and a
 for the Chi
 the Issue o
 Indented
 she the sa
 these pres
 iel. Russ
 tors Adm
 Negroes h
 crease of
 Betty, To
 Issue and
 and Thomas
 and Assign
 and Purpo
 above me
 whatsoe
 selves an
 Assigns of
 said Willi
 things pe
 -cording
 meaning
 presents
 seals the
 Sealed a
 of Mary
 State o
 Personal
 sworn m
 Ann Lord
 as their
 and purp
 Mary
 the sam

opportunities
Land Premises herein
with their and every
and Thomas Corbett
and assigns of such
term of thirty one
ding to the terms
felt, and true in
uses, and upon such
re hereinafter men
e, that is to say, to
to her respective
tely before the ex
e said intended
thereof to the use
m of the joint lives
t impeachment of
that estate, then to
ell and the survivor
of such survivor
and Ann Lord upon
Estates hereinafter
that purpose to
re, but neverthe
signs during the
h to receive and
thereof to and for her
ould survive the
of the said Ann
after the determina
e said Nathaniel
n and the Executors
ng the life of the said
ntingent uses
d destroyed, and
the case shall re
the said Ann and
to receive and take
proof and to and for
William Greenwood
use and behoof
his natural life
tate, then to the
Thomas Corbett

495

and the survivor of them and the Executors Administrators and Assigns of
such survivor during the life of the said William Greenwood upon Trust to
support and preserve the Contingent Uses and Estates herein after limited
from being defeated and destroyed and for that purpose to make entries or
bring actions as the Case shall require, but nevertheless to permit and suf
fer him the said William Greenwood and his Assigns during the life of
him the said William Greenwood to receive and take the rents and profits
thereof, and of every part thereof to and for his own use and benefit, and
from and after the death of both the said William and Ann then in Trust
for the Children of the said Ann by her late Husband Andrew Lord, and
the Issue of the said intended Marriage share and share alike. And This
Indenture Further Witnesseth that for the considerations aforesaid
she the said Ann hath granted bargained sold and delivered, and by
these presents doth grant bargain sell and deliver unto the said Nathaniel
Russell and Thomas Corbett and the survivor of them, and the Execu
tors Administrators and Assigns of such survivor all and singular the
Negroes hereinafter mentioned, together with the future Issue and In
crease of such of them as are female that is to say Ben, Lirry Venus and
Betty, To have and to hold, all and singular the said Negroes, and the future
Issue and Increase of such of them as are female unto the said Nathaniel Russell
and Thomas Corbett and the survivor of them, and the Executors Administrators
and Assigns of such survivor upon the Trust to and to and for the uses Intents
and Purposes herein before expressed and declared of and concerning the
above mentioned lot of Land and to and for no other use intent or purpose
whatsoever, and the said Nathaniel Russell and Thomas Corbett for them
selves and the survivor of them, and the Executors Administrators of
Assigns of such survivor do covenant promise and agree to and with the
said William Greenwood and Ann Lord that they will well and truly in all
things perform the said Trusts herein before mentioned and contained ac
cording to the best of their ability and according to the true Intent and
meaning of these presents, In Witness whereof the said Parties to these
presents have hereunto interchanably set their Hands and affixed their
seals the day and year first above written William Greenwood (Sd)
Ann Lord (Sd)
Nath. Russell (Sd)
Tho. Corbett (Sd)
sealed and Delivered In the Presence of
of Mary Gaillard, John Gaillard
State of South Carolina to wit
Personally appeared John Gaillard (son of Theodore) who being duly
sworn made oath, that he was present and saw William Greenwood the said
Ann Lord, Nathaniel Russell and Thomas Corbett severally sign seal and
as their Act and Deed deliver this Marriage Settlement to and for the uses
and purposes therein mentioned, and that he the Depoant, together with
Mary Gaillard signed their names as witnesses to the due Execution of
the same, sworn to in the City of Charleston in the State aforesaid on

the 5th day of May in the year of our Lord 1796 Before me D^y Mazyck
Recorded 5th May 1796

State of South Carolina

This Indenture made the second day of May in the year of our Lord one thousand seven hundred and ninety six Between Edward Brown Nowell of the City of Charleston Esquire of the first part and Margaret Chalmers of the same Place Spinster of the second part and General Isaac Huger and Daniel L. Huger Esquire of the third part Whereas a Marriage is intended to be shortly had and solemnized between the said Edward Brown Nowell and the said Margaret Chalmers And Whereas the said Margaret Chalmers is seised and possessed of a certain Mesuage or Tenement and lot of land in the City of Charleston aforesaid, and is also possessed of and entitled to a number of Negro and other Slaves herein after particularly mentioned, And Whereas it is the Will and devise as well of the said Edward Brown Nowell as of the said Margaret Chalmers that the Real and Personal Estate above mentioned should be conveyed and settled and assigned to the several Uses upon the Trusts and to and for the several intents and purposes herein after limited expressed and declared of and concerning the same. Now This Indenture Witnesseth that in consideration of the said intended Marriage and also of the sum of Ten Shillings Sterling by the said General Isaac Huger and the said Daniel L. Huger to the said Margaret Chalmers in hand paid at and before the sealing and Delivery of these presents the receipt whereof is hereby acknowledged the said Margaret Chalmers with the knowledge and consent of the said Edward Brown Nowell her intended Husband, hath granted bargained sold aliened released conveyed and confirmed and by these presents doth grant bargain sell alien release convey and confirm unto the said General Isaac Huger and Daniel L. Huger and the survivor of them and to the Heirs and Assigns of such survivor. All that Piece Parcel or lot of Land in the City of Charleston situated on the North side of Queen Street in Ward Number Eight (N^o 8) measuring in Front on said Street sixty three Feet, eight Inches, and on the back or North line sixty feet, and in depth on the East line two hundred and twenty two Feet, and on the West line two hundred and twenty five Feet, Butting and Bounding Northwardly on the old Independant Church Yard, Eastwardly part on St. Philip's Church Yard and a lot belonging to Benjamin Elphinstone Southwardly on said Street and Westwardly on a lot belonging to the Estate of Henry Perrineau deceased. Together with all and singular the Houses Out houses Hereditaments Rights Members and Appurtenances to the said premises belonging and appertaining or with the same.

day of May
 ety six Between
 e first part-
 econd part-
 e third part
 named be-
 et Chalmers
 Joseph of a
 of Charleston
 r of Negro and
 d Whereas
 Nowell as of
 tate above-
 to the several
 upares herein
 me. Now
 the said in
 rling by the
 to the said
 ing and Deliv-
 edged) the
 of the said-
 d bargained
 presents-
 unto the said
 r of them and
 ell or lot of
 Queen Street
 et sixty three
 and in depth
 West line
 g Northwardly
 St Philips
 uthwardly
 late of Henry
 the Houses-
 tion as to
 the same.

used and enjoyed or accepted reputed taken or known as part parcel or member of the same or any part thereof, and the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and Profits thereof, and of every part and parcel thereof, and also all the Estate Right Title Inheritance Interest Use Trust Claim and Demand whatsoever at Law or in Equity of her the said Margaret Chalmers of in or to the same, To Have and to hold the said Piece Parcel or Lot of Land and all and singular the Hereditaments Rights members and Appurtenances thereunto belonging unto the said General Isaac Huger and Daniel G. Huger and the survivor of them, and the Heirs and Assigns of such survivor upon such trusts and to and for such intents and purposes as are hereinafter expressed and declared concerning the same And This Indenture further Witnesseth that for the consideration aforesaid she the said Margaret Chalmers with the like knowledge and Consent of the said Edward Brown Nowell hath bargained sold assigned transferred and set over and by these presents doth grant bargain sell assign transfer and set over unto the said General Isaac Huger and Daniel G. Huger and the survivor of them, and to the Heirs Executors and Administrators of such survivor the following negro and other slaves that is to say Phillis, Daphne Mary, Pompey Ratty Lewis, &c, Judy Susannah and Lucy Together with the future Issue and Increase of such as are females To have and to hold all and singular the Negro and other slaves above mentioned and the future future Issue and Increase of such as are females unto the said General Isaac Huger and Daniel Huger and the survivor of them and the Heirs Executors and Administrators of such survivor upon such Trusts and to and for such uses intents and purposes as are herein after expressed and declared concerning the same that is to say In Trust and to and for the said Margaret Chalmers and her Assigns untill the said intended Marriage shall be had and solemnized, and from and immediately after the solemnization thereof Then in trust and to and for the sole use benefit and behoof of the said Edward Brown Nowell and his Assigns during the natural life of him the said Edward Brown Nowell without impeachment of waste to take receive use and enjoy the rents Issues and Profits thereof and of every part thereof, and the profits and service of the Negro and other Slaves to his and their own use and benefit and from and after the decease of the said Edward Brown Nowell, Then in Trust and to and for the sole use and benefit of the said Margaret Chalmers (if she should survive the said Edward Brown Nowell) and her Assigns during the term of her natural life, to take receive use and enjoy the Rents Issues and Profits thereof, and of every part thereof without impeachment of waste and the profits and service of the Negro and other slaves

Slaves to her and their own use and benefit and from and after the
 -cease of the survivor of them the said Edward Brown Nowell and Mar-
 -garet Chalmers Then In Trust and to and for the use and behoof of such
 Child or Children of her the said Margaret Chalmers upon her Body
 by the said Edward Brown Nowell to be begotten as shall be living
 at the time of the death of the survivor of them the said Edward Brown
 Nowell and Margaret Chalmers, to be equally divided between
 them, if more than one share and share alike as Tenants in com-
 -mon and not as joint Tenants free clear and absolutely discharged
 of and from all and every further and other Limitation Trust or
 -condition, Provided always that in case either of the said Chil-
 -dren should be then dead leaving a Child or Children then living
 the Child or Children so left shall represent his her or their Parent and be
 intitled to the same Estate Interest or share in the premises which his her
 or their Parent would have been intitled to had he or she lived, But if
 on the death of either the said Edward Brown Nowell or the said Marg-
 -aret Chalmers which shall first happen, no Child or Children shall be
 living, or if such Child or Children should then be living but after-
 -wards and during the life of the survivor of them the said Edward Brown
 Nowell and Margaret Chalmers such Child or Children should die leaving
 at his or their Death no Issue lawfully begotten then living, in either of those
 Cases, Then in Trust and to and for the sole use and benefit of the said
 survivor of them the said Edward Brown Nowell and Margaret Chalmers
 and his or her Heirs Executors Administrators and Assigns free clear and abso-
 -lutely discharged of and from any and every further and other Trust limi-
 -tation or condition, Provided always, and it is hereby declared and
 agreed by and between the said Parties to these Presents, that in case the said
 Edward Brown Nowell shall at any time hereafter be desirous to sell
 or dispose of the said Town Lot of Land and the Rights Members and Ap-
 -purtenances thereof and of all or any of the Negro and other Slaves hereinbe-
 -fore mentioned, it shall and may be lawful for the said Edward Brown
 Nowell to make such sale, he having first obtained the consent and ap-
 -probation of the said Margaret Chalmers, and of the said General Isaac Huger
 and Daniel L. Huger or the survivor of them or of the Heirs Executors and Ad-
 -ministrators of such survivor (such consent being in writing and under
 the Hands and Seals of the Party or Parties so consenting) and he the said
 Edward Brown Nowell settling and conveying, in lieu of the property he
 shall so sell or dispose of, other lands and Tenements or Personal-
 -Estate, of equal value, as may be agreed on by the said Margaret Chal-
 -mers, and the said General Isaac Huger and Daniel L. Huger or the survi-
 -vor of them, or the Heirs Executors or Administrators of such survivor,
 to the same uses, upon the same trusts, for the same Estate intents and

and after the
Howell and her
and behoof of such
upon her body
shall be living
Edward Brown
rided between
Tenants in com-
tely discharged
itation Trust or
of the said Chil-
dren then living
their Parent and be-
nises which his her
she lived, But if
or the said Marga-
Children shall be
living But after
said Edward Brown
should die leaving
g, in either of these
left of the said
Margaret Chalmers
free clear and also
other Trust dimi-
rely declared and
that in case the said
desirous to sell
Members and Ap-
Slaves hereimbe-
Edward Brown
consent and ap-
General Isaac Huger
is Executors and Ad-
writing and under-
ing) and he the said
the property he
to or Personal-
Margaret Chal-
Huger or the survi-
such survivor)
te intents and

499

purposes and subject to the same powers provisions and Agreements as the said
Town Lot of land and Hereditaments and the said Negroes respectively were by
these presents made subject to, any thing herein contained to the contrary there-
of in any wise notwithstanding, and the said Edward Brown Howell and the said
Margaret Chalmers for themselves severally and their respective Heirs Executors
and Administrators do hereby Covenant and agree to and with the said Gene-
ral Isaac Huger and Daniel L. Huger and the Survivor of them and the Heirs
Executors and Administrators of such Survivor, that they the said Edward
Brown Howell and Margaret Chalmers and their respective Heirs Executors
and Administrators shall and will on their several and respective parts as
far as in them lies at any time hereafter at the reasonable request of the said
General Isaac Huger and Daniel L. Huger and the Survivor of them or the
Heirs Executors or Administrators of such Survivor make do and execute
or cause to be made done and executed all and every such further or other Act
Matter Thing or Deed and all and every such further and other Conveyance and
Appearance in the Law for the better and more perfectly and completely conveying
and confirming all and singular the Premises herein before mentioned ac-
cording to the true intent and meaning of these presents, and of the Parties there-
to, as by the said General Isaac Huger and Daniel L. Huger or the Survivor of
them, or the Heirs Executors or Administrators of such Survivor or their or either
of their Counsel learned in the Law shall be reasonably devised advised
or required, In Witness whereof the said Parties to these Presents have here-
unto set their Hands and Seals on the day and in the year first above written
Ed Brown Howell (ds) Margaret Chalmers (ds) Isaac Huger (ds)
Danl. L. Huger (ds) Signed Sealed and Delivered in the Presence of
Ann B. Kennedy, Mary Huger, South Carolina, Personally appeared
Mrs Ann B. Kennedy who being duly sworn made oath that she was present
and saw Edward Brown Howell, Margaret Chalmers, Isaac Huger and Daniel
Lionel Huger severally sign seal and as their respective Act and Deed deli-
ver the within Instrument of writing to and for the uses and purposes there-
in set forth and that she the Dependent with Miss Mary Huger signed
their names as Witnesses thereto, sworn to this 12th day of May 1796 before
Daniel Smith JP. Recorded 12th May 1796

South Carolina

This Indenture of three parts made the seventeenth day
of February in the year of our Lord one thousand seven hundred and ninety
six, Between Benjamin Huger of All Saints Parish in the State afore-
said Esquire of the first part, Mrs Mary Allston of the said Parish and
State Widow of the second part, and Benjamin Allston and Joseph
Blyth also of the Parish and State aforesaid Esquires of the third part
Whereas

Whereas the said Mary Allston is seized to her and to her Heirs for ever, of all that Plantation or Tract of Land situate on Waccamaw River in the Parish and State aforesaid containing Five hundred and sixty five acres more or less, including therein a small tract of fifteen acres lately purchased by the said Mary Allston from William Allston, which said Plantation is known and distinguished by the name of Prospect Hill, and is butting and bounding to the West on the said River, to the North on William Allston's Plantation called Fairfield, to the East on lands unknown, and to the South on William Allston's Plantation called Clifton, also all that other Plantation or Tract of Land on Waccamaw Neck in the State aforesaid, containing four hundred and sixty two acres more or less, known by the name of the Retreat, and Butting and Bounding to the North on Land late of Thomas Allston, to the East on the Salt Marsh, to the South on Land of Peter Simons's Estate, and to the West on an old road called the old Cape Fear Road, And whereas also the said Mary Allston is possessed of one hundred and nine Negro Slaves named as follows to wit London Adam, Andrew, Joe, Bristol, Sam, Stepney, Will, Isaac, Maria, Molly, Betty, Betty, Nanny, Kate, Flora, Bella, Judy, Clarinda, Harry, Cupid, Fosty, Conyers, Lucy, Harriott, Jack, Peter, old Maryann, Phillis, Stepney, Sue, Jerry, Diana, Robin, Jerry, Lucy, Charity, Hector, Dido, Bristol, Binah, Dick, Sylvia, Friday, Britain John, Sambo, Dinah, Titus, Centy, Sambo, Sullatto, Abel, Rose, Abel, Hannah, Charles, Yana Kie, Charles, May, Sykie, Phoebe, John, Nancy, Dick, Lizzy, Dick, Liddy, Cudjoe, Hagar, Peter, Edy, Maryann, Matira, Calo, Rose, Adam, Durham, Phillis, Tom, Willoughby, Sam, Tenah, Frank, Nancy, Ovid, Lorette, Boatwain, Nanny, Sally, Paris, Nanny, Cuffee, Mood, Charlotte, old Binah, Maria, Billy, Mark, Abigail, Jean, Frank, Hagar, Matira, Knockus, Lavinia, Jonah, Brooker and Nancy with their future issue and increase, to her and to her Executors and Administrators for ever - And whereas a marriage is intended shortly to be had and solemnized between the said Benjamin Huger and the said Mary Allston, upon the contract of which marriage the said Benjamin Huger hath agreed that if the same shall take effect, that then notwithstanding the said intended marriage, he the said Benjamin Huger his Heirs Executors Administrators and Assigns, shall not nor will intermeddle with or have any right title or interest, either in Law or Equity, in or to the said Plantations or Tracts of Land or any part of the Rents Issues and profits of the said Plantations or Tracts of Land, or to the said Negro Slaves, or the profits and emoluments arising from the labor of the said Negro Slaves, but the same shall remain continue and be to the said Mary Allston, or to such uses as the said Mary Allston shall think fit, and appoint, and as are herein after further expressed.

Now to
ment
fits of
the prop
aforesaid
Allston
said Ben
he the sa
trators,
said Ben
Executo
that no
all the
aforesaid
said Neg
able to
also the
shall be
of and fu
able or s
profits a
same, b
and to
form as
arising
tioned,
Land, or
absolute
fully an
on, den
person or
Estate b
shall be
and for
hereafter
part ther
in the pr
and cons
them or
been fin
the said