

and sixty seven Acres of River Swamp Land, the one half of a Tract of Land on Savannah River the property of the late Thomas Middleton known by the name of the Savannah River Tract containing about four hundred and ten acres, one half of a Tract of Land situate at the head of Ashepoo River in St. Bartholomew's Parish known by the name of the Ashepoo Tract containing about five hundred acres, one moiety of sundry Tracts of Land in Kentucky, the one half of an Estate in England which was devised to the said Thomas Middleton by his Father William Middleton Esquire and known by the name of Chelsea Estate, the moiety of a Tract of Land in Georgia known by the name of the Satilla Tract containing about seven thousand two hundred and sixty acres, one fourth of a Tract of Land known by the name of the Hamacha Land containing two thousand Acres, and also reciting that the said Mary Middleton was possessed of the following Negroes viz: Cyprus Affey, Rinah, Ned Kimbo, Will a carpenter, Kimbo, Joe, Clarinda Hercules, Die, Renty, Rinah, Hercules, Billy, Cotha, Billy, London, Rose, Robin, Murria, Monday, Miley, Chloe, Guffy, Monday, Prince, Prince, Dido, Molly, Ned, Captain, Gideon, Nanny, Joe, Jane, Billy, Sarah, Tenah, Chloe, Jenny, Abraham, Linda, Will Daphne, Hercules, Daphne, Peter, Harry, Affey, July, Minta, Catharine, Tom, Calo, Toby, Peg, Tom Lucy, Affey, Bens a carpenter, Phillis, Judy, Peter, Amia, Nancy, Gilbert, Nanny, London, Bep, George a carpenter, Sambo, Ambrose, Jeffrey, Butcher, Nanny, Sambo, Murry, Sue, Pompey, Tena, Dean, Hannah, Enkey, Doll, Frank, Frank a Bucklayer, Morrice, Luke a carpenter, Cyrus a Carpenter, Doll a seamstress, Nanny, Lucy a seamstress, Will Caesar, Harry, Peter, Jack, Guy, Scipio, Scipio, Dublin, Luamano, Clarinda, Lucinda, Ned, Monday, Brutus, Primus, Richmond Amaritta, Peter, Phillis, Kelly, Zash, Tenah, Jenny, Harry, Daphne, and further reciting that the said James Shoolbred had agreed to and with the Friends of the said Mary Middleton to settle and secure the said Estate to certain uses and trusts therein after mentioned which could not then be carried fully into effect by reason of the minority of the said Mary Middleton the said Indenture witnessed that in consideration of the said intended marriage and to the intent ^{that} the said Slaves and Lands might be settled & secured upon the trusts and to and for the uses intents and purposes therein after mentioned and expressed he said James Shoolbred for himself his Heirs Executors and Administrators did covenant promise and agree to and with the said John Gibbes and Robert Reeve Gibbes their Executors and Administrators that the same James Shoolbred should within three months after the said marriage

should take effect settle and convey all and singular the said
 Negroes and Slaves to the said John Gibbes and Robert Reeve Gibbes
 or the Survivor or the Executors or Administrators of such Survivor
 to the uses therein after mentioned, and that he would within
 three months after the said Mary Middleton should arrive
 to the age of twenty one years settle and convey all and singu-
 lar the said lands to them as aforesaid to the uses therein after men-
 tioned that is to say as well touching the said lands as the said
 negroes upon trust and to and for the use of the James Shoolbred
 and Middleton for and during their joint lives, and from and
 after the death of either of them then to the use of the Survivor
 during his or her life, and in case there should be no issue of the
 Marriage then to the use of the Survivor his or her Heirs Executors
 Administrators and Assigns for ever, but if there should be any
 issue of the marriage living at the death of either the said James
 Shoolbred or Mary Middleton then one moiety of the said
 lands and Negroes after the death of the said James & Mary
 to the said issue, and the remaining moiety to the said James
 or Mary whichsoever may be the Survivor absolutely and
 for ever, and the said Indenture further reciting that it
 might be found expedient to change the nature of the Pro-
 perty therein mentioned it was therein further covenanted
 and agreed between the said parties that it should be law-
 ful for the said James Shoolbred or in case of his death leaving
 issue for the said Middleton to sell and dispose of any part of the
 said Estate settled and secured thereby Provided that the same
 should be done by the consent of the said John Gibbes and Robert
 Reeve Gibbes or the Survivor or the Executors or Administrators
 of such Survivor to be expressed in writing, and provided that in
 an equivalent therefor should be settled and secured to the same
 uses as the property so sold was settled, and the said Indenture
 further recited that the said Estate was then encumbered with
 debt and that it might be necessary to mortgage a part thereof
 for the purpose of raising a sum or sums of money towards extin-
 guishing the said debts it was therefore the further agreement
 of the said parties that it should be lawful for the said James
 Shoolbred to mortgage with the consent of the said John Gibbes
 and Robert Reeve Gibbes all and singular the Estate thereby
 intended to be secured for and towards the raising the said
 sum and sums of money, and it was further covenanted by and
 on the part of the said James Shoolbred that untill the settlement
 thereby agreed to be made should take effect they the said John
 Gibbes and Robert Reeve Gibbes and the Survivor and the Executors

and Administrators of such Survivor should hold all and singular
 the said property to the uses and upon the trusts therein expressed as in &
 by the same Indenture, and also by the record thereof in the Secretary's
 Office Marriage Settlement Book N^o 2 Page 156. to 160. reference being
 * had will amongst other things more fully and at large appear, -
 and whereas the said Marriage afterwards to wit on the Thirtieth
 day of May in the year of our Lord one thousand seven hundred and
 ninety three was duly had and solemnized between the said James -
 Shoolbred, and the said Mary Middleton parties hereto, And where-
 as the said Mary Shoolbred hath since attained her full age of twenty
 one years, and is now fully competent in law to convey and transfer
 her Estate and Interest aforesaid in the legal form according to the -
 true intent and meaning of the aforesaid Indenture and is desirous
 and consenting that the same should be done, And whereas since
 the sealing and delivery of the aforesaid Marriage Deed or Inden-
 ture it hath been found necessary from the large amount and -
 pressing nature of the debts due from the said Estate of Thomas -
 Middleton to raise Monies by Sale of some of the property of the said
 Estate for the purpose of discharging the said Debts and to reserve -
 other property for the purpose of paying such debts as remain due
 whereby as it is supposed the residue of the property contained
 in the said Marriage Deed and hereinafter settled and conveyed will
 be left clear and unembarrassed which said Sales reservation &
 appropriations of property have been made with the privacy and
 * assent and full concurrence of the said John Gibbes and Robert
 Reeve Gibbes and for the benefit of the said Estate the particulars
 of the debts taken up or paid off are fully set forth and stated in the
 schedule marked A annexed to these presents as a part thereof
 and signed by all the parties hereto in testimony of their having
 * agreed to and fully ratified and confirmed the same each for the
 interest or concern which he she and they have and hath, And
 whereas after the property so taken and applied to the payment of -
 the debts of the said Estate there remains of the whole property com-
 prised comprehended transferred or contracted to be transferred
 and settled in and by the aforesaid in part recited Marriage Deed
 * or Indenture the following lands, All that certain Tract of land on
 Keevah Island (before mentioned and alluded to) containing one
 thousand three hundred acres situate in Saint John's Parish
 Colleton County and also all that other Tract of land on South San-
 tee River (before mentioned and alluded to) supposed to contain
 about three hundred and thirty three acres, and also
 negroes (which negroes are particularly set forth in the schedule

Bhereunto annexed agreeably to the act of the legislature in
 such cases made and provided, which said Lands and Negroes
 are and remain subject to the trusts in the said Marriage Deed
 or Indenture and are intended to be hereun and hereby settled
 in pursuance thereto, to the end and intent therefore to pursue &
 carry into full effect the views and intentions of all the parties in
 the said Marriage Deed and Indenture according to the true intent
 and meaning thereof. Now this Indenture witnesseth
 that the said James Shoolbred and Mary his wife for and in con-
 sideration of the said Marriage so as aforesaid had and solemnized
 and also for and in consideration of the aforesaid Marriage Deed
 or Indenture and the provisions therein contained and the-
 more fully and effectually to perfect and carry the same into
 effect and also for and in consideration of five shillings by-
 the said John Gibbs and Robert Reeve Gibbs the receipt where-
 of the said James Shoolbred and Mary his wife do hereby-
 acknowledge and also for divers other good and valuable
 causes and Considerations them hereunto specially moving-
 Have granted bargained sold aliened released and confirmed
 and by these presents Do grant bargain sell alien release &
 confirm unto the said John Gibbs and Robert Reeve Gibbs in
 their actual possession now being by virtue of a bargain and
 sale to them thereof made for one whole year by the said
 James Shoolbred and Mary his wife by Indenture bear-
 ing date the day next before the day of the date of these pre-
 sents, and by force of the Statute for the transferring of uses
 into possession made of force in this State) and to their heirs
 and Assigns. All that certain Tract of Land on Keevah Island
 (before mentioned and alluded to) containing one thousand
 three hundred Acres situate in Saint John's Parish Colle-
 ton County, and also all that other Tract of Land on South
 Santee River (before mentioned and alluded to) supposed
 to contain about five hundred and thirty three Acres -
 and the Reversion and Reversions, Remainder and Remain-
 ders Rents Issues and Profits of the said Tracts or Parcels of
 Land and all and singular the said premises with the appur-
 tinances, and also all the Estate Right Title Interest Trust
 Benefit Claim and Demand whatsoever both in Law and
 Equity of them the said James Shoolbred and Mary his wife
 and of each of them of in unto and out of the said Lands-
 Tenements and Hereditaments or any of them or any part
 or parts thereof, To have and to hold the said Tracts or
 Parcels of Land and all and singular the premises herein

05 v before mentioned and intended to be hereby granted and released
with their and every of their appurtenances to the said John Gibbs and
Robert Reeve Gibbs and their heirs to such uses and upon such trusts
and to and for such intents and purposes and under and subject
to such provisos powers and agreements as are hereinafter limit-
ed and declared mentioned and expressed of and concerning the
same that is to say, to the use of the said James Shoolbred and Mary
his wife jointly during the term of their joint lives without im-
peachment of or for any manner of waste and from and after the
death of either of them the said James Shoolbred or Mary his wife
leaving no lawful issue of the said marriage living at the
time of such death then to the use of him or her the survivor
(which soever of them the said James Shoolbred or Mary his
wife may survive the other) and to his or her heirs and assigns
forever, but if at the time of the death of either of them the said
James Shoolbred or Mary his wife which soever shall first hap-
pen there should be issue of the said marriage living then to the
use of the survivor (which soever of them the said James Shoolbred
and Mary his wife shall survive the other) for and during the
term of his or her natural life without impeachment of or for
any manner of waste and from and immediately after the death
of such survivor then to the one moiety of all and singular the
aforesaid premises with the appurtenances In Trust and to the
use of the said Issue of the said marriage equally to be divided if
more than one as tenants in common and not as joint tenants
and to their several respective heirs and assigns for ever, but if
there be but one child then in Trust and to the use of such child
and to his or her heirs and assigns for ever, and the other equal
moiety of all and singular the aforesaid premises with the appurtenan-
ces, In Trust and to the use of such person or persons in such portion or
proportions for such estate or estates uses and trusts as he the said James
Shoolbred or Mary his wife as the case may be (which soever shall
survive the other) by any deed or Deeds of gift grant or appointment
under his or her hand and seal duly executed in the presence of
two or more credible witnesses in his or her lifetime, or by his or her
last will and Testament duly executed shall think proper
to limit appoint or devise the same, and in default of such limita-
tion appointment or devise then in trust to and for the right heirs
of such survivor for ever. And this Indenture further wit-
nesseth that in pursuance of the said hereinbefore recited Mar-
riage Deed or Contract and for the further consideration of five
shillings

shillings sterling money by the said John Gibbs and Robert Reeve Gibbs to the said James Shoolbred and Mary his wife in hand paid. the receipt whereof is hereby acknowledged the said James Shoolbred and Mary his wife have granted bargained and sold and by these presents do each of them grant bargain and sell and in plain and open market deliver to the said John Gibbs and Robert Reeve Gibbs the following Negro Slaves that is to say Cyrus, Affey Rhinah, Kimbo, Will a Carpenter, Kimbo, Joe, Clarinda, Hercules, Die, Renty, Rinah, Hercules, Billy, Letha, Billy, London, Rose, Robin, Murria, Monday, Miley, Phloe, Luffy, Monday, Prince, Prince Dido, Molly, Ned, Captain, Gideon, Nanny, Joe, Jane, Billy Sarah, Tenah, Phloe, Jenny, Abraham, Linda, Mill, Daphne, Hercules, Daphne, Peter, Harry, Affey, July, Minta, Catharine, Tom, Lato, Toby, Peg, Tom, Lucy, Affey, Ben a Carpenter, Phillis, Judy, Peter, Amia, Nancy, Gilbert, Nanny, London, Bep, George a Carpenter, Samba, Abrose, Jeffrey, Butcher, Nanny, Samba, Murry, Sue, Pompey, Tinah, Dean, Hannah, Enkey, Doll, Frank, Frank a Bricklayer, Morris, Luke a Carpenter, Cyrus a Carpenter, Doll a Seamstress, Nanny, Lucy a Seamstress, Will, Cesar, Harry Peter, Jack, Guy, Scipio, Scipio, Dublin, Quamano, Clarinda, Lucinda, Ned, Monday, Brutus, Primus, Richmond, Amaranta, Peter, Phillis, Nelly, Quash, Tinah, Jenny, Harry, Daphne (all of which are named and set forth in a Schedule hereunto annexed) Together with the present and future Issue and Increase of the female Slaves, To have and to hold all and singular the said Slaves, together with the present and future Issue and Increase of the female Slaves to them the said John Gibbs and Robert Reeve Gibbs and the survivor and the Executors and Administrators of such Survivor to the only uses trusts intents and purposes and under the special limitations and provisions and subject to the several matters and things hereinafter mentioned and declared limited and appointed of and concerning the same that is to say. In Trust to permit and suffer the said James Shoolbred and Mary his wife jointly during their joint lives to have and take to themselves the rents issues labor profit use and possession of all and singular the said Slaves and of the issue of the females and from and after the death of either of them the said James Shoolbred or Mary his wife leaving no lawful issue of the said Marriage living at the time of such death then In Trust to convey all and singular the said Slaves to and for the only use benefit and behoof of the survivor (which soever of them the said James Shoolbred or Mary his wife shall survive the other)

and to his or her Executors Administrators and Assigns for ever, but if at the time of the death of either of them the said James Shoolbred or Mary his wife which soever shall first happen there should be issue of the said Marriage living then in trust to permit the survivor (which soever of them the said James Shoolbred or Mary his wife shall survive the other) for and during the term of his or her natural life to have and take to himself or herself and to his or her own proper use the repts issue labor profit use and possession of all and singular the aforesaid Slaves with the issue and increase of the females the moiety or half part of such Slaves, also remaining solely absolutely and exclusively to the only proper use benefit and behoof of such survivor & to his or her Executors Administrators and Assigns for ever without any account to be made or rendered thereof, and as touching the other moiety of all and singular the said Slaves with the Issue and Increase of the females from and immediately after the death of such survivor, In trust to be fairly and equally divided share and share alike to and amongst the issue of the said Marriage if more than one but if there be but one Child the issue of the said Marriage then the said other moiety to go to such Child solely and to his or her Executors Administrators and Assigns for ever, And it is hereby covenanted and agreed by and between all the parties to these presents, and it is hereby expressly reserved and understood that it shall be lawful for the said James Shoolbred and Mary his wife jointly at any time during the joint lives of the said James Shoolbred and Mary his wife and also for the survivor of them, in case either of them should depart this life in manner aforesaid leaving Issue of the said Marriage living by and with the consent and concurrence of the said John Gibbs and Robert Reeve Gibbs or the survivor or the Heirs Executors or Administrators of such Survivor to be rendered in writing under his or their hand or hand and Seal to sell and dispose of any part of the Estate Real or Personal herein and hereby conveyed settled and limited as aforesaid upon trusts and to invest the price and proceeds thereof, and to the full amount thereof in other property more eligible and advantageous, or in public Securities at the joint discretion of the said James Shoolbred and Mary his wife during their joint lives or at the discretion of the survivor of them as aforesaid, which property or Securities so to be purchased as aforesaid shall be settled conveyed and secured to and for the same uses, trusts intents and purposes as the property Real or Personal herein comprised and which shall so be sold as aforesaid by virtue of the power herein contained, and in case any debts due and owing from the said Estate of Thomas Middleton

108 and not already provided for should hereafter arise and be made known it is hereby further covenanted and agreed understood and reserved by and between all the said parties to these presents - that it shall and may be lawful to and for the said James Shoolbred during the joint lives of the said James and Mary and to and for the survivor of them in case of the death of either as aforesaid leaving the lawful issue of the said marriage living and that by and with the consent of the said John Gibbs and Robert Reeve Gibbs or the survivor or the Heirs Executors or Administrators of such survivor to Mortgage all and singular the Estate and Property - whether Real or Personal herein comprised, and also in case of the sale thereof as aforesaid such property as may be purchased and settled subject to the trusts in these presents contained - for and towards the securing and paying of such debts, and the said James Shoolbred for himself his Heirs Executors and Administrators - doth hereby covenant promise grant and agree to and with the said John Gibbs and Robert Reeve Gibbs and the survivor and the Heirs Executors Administrators and Assigns of such survivor that he the said James Shoolbred his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request of them the said John Gibbs and Robert Reeve Gibbs and the survivor and the Heirs Executors Administrators and Assigns of such survivor and at the proper Costs and Charges of the said James Shoolbred his Heirs Executors and Administrators - make do seal and execute or cause or procure to be made done sealed and executed all such further and other Act and Acts, Deeds and Deeds Conveyances and assurances in the law for the more fully and perfectly conveying insuring and securing all and singular the aforesaid property Real and Personal according to the true intent and meaning as well of the aforesaid Marriage Deed or Contract as of these presents as by them the said John Gibbs and Robert Reeve Gibbs or the survivor or the Heirs Executors or Administrators of such survivor or his or their Counsel learned in the Law shall be reasonably devised advised and required for the more effectually accomplishing the true intent and meaning of these presents, or of the parties hereto. In Witness whereof the said parties to these presents - have hereunto set their Hands and Seals the day and year first above written.

Sealed and Delivered in
the presence of Alex.
Shivas, Tim Ford

Jno. Gibbs RS
Robt. R. Gibbs RS
James Shoolbred RS
Mary Shoolbred RS

South Carolina Personally appeared Mr. Alexander Shivas - who being duly sworn made oath that he was present and saw -

109 John Gibbs, Robert Reeve Gibbs, James Shoolbred and Mary Shoolbred 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 Timothy Ford signed their names as witnesses to the due Execution thereof. Sworn to the 22^d day of June 1797 before Stephen Ravenel 82

Sundry Payments made by James Shoolbred on account of the Estate of Thomas Middleton Esquire

1793	April 16	Paid William Greenwood Balance of W. Middleton's	52	4	10		
		Bond to the Executors of Benjamin Smith	58	5	6		
		Paid costs of Suit on D ^r				4	10
		And on account of David Deas's Bond to the Estate of Benjamin Smith	300	-	-	4	10
July 8		Paid D ^r James Clitherall W. Middleton's Bond to Thomas Smith and Alexander Inglis				4	10
						7	2
August 21		Paid Shertcliff & Austen's Account				10	11
1794	February 10	Paid Daniel Hall on Account	42	17	9		
		Paid Cochran & William McClure	103	18	7	146	16
March 1		Paid Daniel Hall in full	76	16	10		
		Paid Cochran & William McClure	100	0	1		
		Paid Lee & Banks	55	12	8	232	9
		8 Paid Cochran & William McClure				71	0
April 12		Paid D ^r	36	8	10		
		Paid John & William Lee	8	4	0		
		Paid S. Jaffe	2	9	-		
		Paid Mrs. Felt	13	10		68	11
		17 Paid George & Thomas Tunno				82	0
June 4		Paid Edward Staton on account of wages	120	-	-		
		Paid General Tax on Turkey Hill Tract	4	1	6		
		Paid D ^r on House in Ansonborough	2	-	-	126	1
		26 Paid John Thomson's Order accepted by Deas & Inglis				82	6
July 1		Paid a Balance owing John Deas				29	12
Septem ^r 4		Paid John Gibbs on account of wages due Johnston				35	19
		20 Paid Notary's Account for Sundry Affidavits	1	16	-		
		Paid Josiah Smith amount of G. Smith's Account	2	3	11	4	4
Decem ^r 31		Paid Mrs. Robertson searching Records respecting the Division of David Deas's Estate	3	5	3		
1795		Paid D ^r for copy of Itanyarne & W. Middleton's Mile	2	4	6	5	9
March 31		Paid for copy of Titles to Kentucky Lands				6	9
June 30		Paid Cochran & William McClure	9	6	0		
		Paid Charles Lining for advice on Administrators Accounts on the Estate of David Deas	5	-	-	96	6

October 31	Paid Hezekiah Roberts Surveying a Tract of Land in Saint Peters Parish.		7
December 31	Paid David Bruger for Carts removing the frames of the House in Ansonborough		13. 10
1796			
February 29	Paid Counsellors Fees for Opinion on I Manyarne's Will	15	
	Paid D ^r on payment of Compound Interest	5	
	Paid D ^r David Deas v ^s Belin & Bruger	5	
	Paid D ^r on I Manyarne's Will	5	
	Paid General Pinckney	4	34
March 1	Paid for Copy of I Manyarne's Sum. Will	9. 6	
	Paid Benjamin Smith arrears of Taxes on the Kentucky	17. 10	
	Paid for Copy of I Manyarne's Appraisement	18. 9	
	Paid E. Ratledge & Tim Ford for Advice on John Manyarne's Will	10	28. 18. 3
May 1	Paid Adam & William Tunno		123. 13. 9
June 30	Paid James & Charles Medman Carpenters		16. 7. 6
			2028. 4. 7
	Interest on the above for Account annexed		396. 7. 5
	Balance of account againstantee Plantation after deducting the nett Proceeds of the different Crops	5 11. 7. 1	
	Balance of New Barn Account	805. 9. 8	
	Balance of New House Account	382. 18. 3 1/2	
	Balance of Account against Keenka after deducting the nett Proceeds of the different Crops	5 643. 19. 7 1/2	5284. 14. 6
	Amount of Specialties of Mr. Thomas Middleton the property of Mr. John Shoolbred viz		
	David Deas's Bond to Thomas Smith	214. 5. 9	
	Interest to 1 st January 1797	314. 3. 9	
	David Deas's Bond to Thomas Smith	214. 5. 9	523. 9. 8
	Interest to 1 st January 1797	194. 17. 4	409. 3. 6
	John Deas's Note for Interest	194. 18. 1	
	Interest to 1 st January 1797	38. 16. 11	233. 15
	James Senox's Account against D Deas	397. 14. 7	
	Interest to 1 st January 1797	306. 8. 3	704. 2. 10
	Charleston Insurance Coy ag ^t Mr. Middleton	47. 6. 2	
	Interest to 1 st January 1797	8. 19. 9	56. 5. 11
	Thomas Middleton's Bond to Elephant	64. 18. 0	
	Interest to 1 st January 1797	105. 11. 5	170. 9. 5
	Estate of Mr. Middleton to Ralph Dawes	63. 5	
	Interest to 1 st January 1797	47. 11. 5	110. 16. 5
	Th ^o Middleton's Bond to Ralph Izard	829. 16. 4	
	Mority of the above Bond p ^d to Genl. Pinckney	414. 18. 2	2368. 0. 9
			10337. 17. 5

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The following Items of property Comprehended in the first Settlement on Mr Shoolbred has been sold with the Consent of the Trustees viz:-

Turkey Hill Plantation in St. Peter's Parish Black Swamp to Saml. Mann 900-

The Remnant of a Lot in Ansonborough to Edmund Petrie for 500-

The moiety of a Tract at Ashepoo is conditioned to be sold to George Kling payable on the 1st April next for 170-

The Decree of the Commissioners appointed by the Legislature to determine the Compensation for the other moiety of the Lot House 800-

in Ansonborough to be paid by the Corporation of the City (yet unpaid) is for 2370

No part of the said Amount of £2370 is carried to the Credit of the foregoing Account because it is considered as a partial Equivalent for the Maintenance of James and Mary Shoolbred and their Family from the date of their Marriage in May 1793 to the present period -

Interest Account calculated to the 1st January 1797

Date	To whom paid	Principal	Years	Days	Interest	
¹⁷⁹³ April 16	To Sundries	410.	10.	11.	3. 259.	106. 17. 8
July 8	To Dr. James Clithrale	410.	7.	2.	3. 176.	100. 4. 4
August 21	To Thirtcliffe & Austin	10.	11.	10.	3. 132.	2. 9. 11
¹⁷⁹⁴ February 10	To Sundries	146.	16.	4.	2. 324.	29. 16.
March 1	To Dr.	232.	9.	7.	2. 305.	46. 6. 9.
8	To Wm. McClure	71.	0.	3.	2. 298.	14. 1. 2
April 12	To Sundries	60.	11.	10.	2. 263.	11. 11. 7
17	To Geo. Thos. Tunno	82.	0.	6.	2. 258.	15. 12.
June 4	To Sundries	126.	1.	6.	2. 210.	22. 16.
25	To John Thomson	32.	6.	1.	2. 195.	14. 12. 11
July 1	To John Deas	29.	12.	6.	2. 183.	5. 4. 1
Sept. 4	To John Gibbes	35.	19.	9.	2. 118.	5. 17. 3.
20.	To Sundries	4.	4.	11.	2. 102.	13. 7.
Decem. 31	To Dr.	5.	9.	9.	2.	15. 4.
¹⁷⁹⁵ March 31	To Cash	6.	9.	1.	175.	10.
June 30.	To Sundries	96.	6.	-	1. 184.	10. 3. 9
Octo. 31	To David Cruger	13.	10.	-	1. 61.	18. 11
Decem. 31	To Hezekiah Roberts	7.	-	1.	-	11. 6
¹⁷⁹⁶ Feb. 29	To Sundries	34.	-	-	305.	2. 0. 4
March 1	To Dr.	28.	18.	3.	305.	1. 14. 4
May 1	To A. & W. Tunno	123.	13.	9.	244.	5. 17. 6
June 30	To J. H. Needman	16.	7.	6.	184.	11. 8

£ 2028. 4. 7.

Car. to a/c.

£ 397. 17. 5

28. 0. 9
37. 17. 5

Schedule annexed to the foregoing Deed or Instrument pursuant to the act of the Legislature in such case made and provided

Cyrus	Caffey	Harry	Alrose	Peter
Affey	Monday	Affey	Jeffrey	Jack
Rhinah	Prince	Judy	Butcher	Guy
Ned	Prince	Minta	Nanny	Scipio
Kimbo	Dido	Catharine	Sambo	Scipio
Will a Carpenter	Molly	Tom	Murry	Dublin
Kimbo	Ned	Cato	Sue	Amamano
Joe	Captain	Toby	Pompey	Clarinda
Clarinda	Gideon	Peg	Tenah	Lucinda
Hercules	Nanny	Tom	Dean	Ned
Die	Joe	Lucy	Hannah	Monday
Aenty	Jane	Affey	Enkey	Brutus
Rinah	Billy	Ben a Carpenter	Doll	Primus
Hercules	Sarah	Phillis	Frank	Richmond
Billy	Tenah	Judy	Frank, Bucklayer	Amarinta
Cotha	Chloe	Peter	Morris	Peter
Billy	Jenny	Amelia	Luke Carpenter	Phillis
London	Abraham	Nancy	Cyrus, carpenter	Nelly
Rose	Linda	Gilbert	Doll seamstress	Quash
Robbin	Will	Nanny	Nanny	Tenah
Murria	Daphne	London	Lucy seamstress	Jinny
Monday	Hercules	Bep	Will	Harry
Miley	Daphne	George a Carpenter	Cesar	Daphney
Chloe	Peter	Sambo	Harry	

Real Estate comprehended in the foregoing Settlement viz
1300 acres of land in Keewah Island. 563 acres on South Santa Rosa.

In Witness whereof we have on the same day hereunto set our hands and seals pursuant to the Act of the Legislature aforesaid

Sealed and Delivered

in the Presence of

Her: Shivas

Tim Ford

James Shoolbred (RS)

Mary Shoolbred (RS)

Indo Gibbs - (RS)

Robt R. Gibbs (RS)

South Carolina Personally appeared H. Alexander Shivas who being duly sworn made oath that he was present and saw John Gibbs, Robert Reeve Gibbs, James Shoolbred, Mary Shoolbred severally sign seal and as their respective Act and Deed deliver the within Schedule and that he the Deponent with Timothy Ford signed their names as witnesses thereto, Sworn to the 22nd day of June 1797 before Stephen Ravenel & Co
Recorded 22nd June 1797.

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State of South Carolina

Whereas a Marriage is intended to be had between Thomas Willingham and Sarah Chovin both in the Parish of St. James'santee and State aforesaid in consideration of which the said Thomas do hereby agree to secure and settle upon the said Sarah that part of her deceased Fathers Estate which she is entitled to by his last Will, also the following Negroes the property of the said Thomas viz Judy, Isabella, Tennant, Elsey, Hector, Lilly, Peggy, Hannah and Betty, together with their issue and increase as also the issue and increase of those she may receive from her Fathers Estate so that the said Property nor no part thereof should be subject to the controul or disposal of the said Thomas or liable to his debts reserving to him nevertheless a right to receive the profits thereof during the joint lives of him and the said Sarah and whereas it is agreed that if the said Sarah should die without leaving issue alive at the time of her death, then and in that case that part of the property she may receive from her Fathers Estate and one half of the above named Negroes shall remain and be inherited by her nearest Relations, Now This Indenture made on the Fifteenth day of November in the year of our Lord one thousand seven hundred and ninety six in pursuance of the said Agreement and in order fully and to all intents and purposes to carry it into Execution between the said Thomas on the one part and James Sandon Senior ofantee in the said State on the other Witnesseth that the said Thomas in consideration of said intended Marriage and of the said above recited Agreement hath bargained sold and delivered and by these presents doth bargain sell and deliver unto the said James Sandon Sr. the aforesaid mentioned negroes with their issue and increase, and also all that part of her Fathers Estate which she is entitled unto in trust for the Sarah Sarah Chovin, In Witness whereof the said Thomas Willingham to these presents hath hereunto set his hand and seal in the year of our Lord one thousand seven hundred ninety six Tho^r Willingham Ad^r Signed Sealed and Delivered in the Presence of Jno Blake Jno Anderson, Personally appeared before me Chas^r Gaillard one of the Justices for Charleston District, Mr. John Anderson who being duly sworn on the Holy Evangelists of Almighty God made oath that he did see Thomas H Willingham sign seal and as his act and Deed deliver the above Instrument and that Capt John Blake and he the said Deponent was evidences and did see each other sign the same Jno Anderson Sworn to and signed before me this 28th Nov^r 1796 Chas^r Gaillard Recorded 27th June 1797.

The State of South Carolina. This Indenture made the ninth day
 of November in the year of our Lord one thousand seven hundred
 and ninety six, Between Thomas William Price of St. Pauls
 Parish in the State aforesaid, Planter, and Charlotte his wife
 of the one Part, and Benjamin Postell, William Price, Nathaniel
 Russell and John Blake Esquires, Trustees named and ap-
 pointed by the Honorable the Court of Equity of the State afo-
 said for the purposes hereinafter expressed, of the other Part,
 Whereas Philip Smith late of St. Bartholomews Parish in the
 State aforesaid, Planter deceased, the Father of the said Char-
 lotte Price, in and by his last Will and Testament duly
 executed in writing, did among other things, bequeath
 certain Slaves and the future Issue and Increase of the Females
 of them, unto General Pinckney, Nathaniel Russell and
 John Lloyd, In Trust, under certain limitations for the
 use of his said Daughter Charlotte Price, and did also ap-
 point them Executors of his said Will, And whereas in
 strictness of law, the said limitations are void, and the
 said Slaves have consequently become vested absolutely
 in the said Thomas William Price, in Right of his said Wife
 and the said General Pinckney, Nathaniel Russell and John
 Lloyd have renounced both the Trusteeship and Executorship
 aforesaid, and the said Benjamin Postell, at the unanimous
 desire of those interested in the Will of the said Philip Smith
 has administered, with the Will annexed, upon all and
 singular the Goods and Chattels, Rights and Credits which
 were of the said Philip Smith, and whereas lately, that
 is to say, in September Term in the present year, an amicable
 suit for the determination of certain Doubts, was instituted
 in the said Court in Charleston aforesaid, by the said Thomas
 William Price and Charlotte his ^{wife} against the said Benjamin
 Postell as Administrator as aforesaid, and notwithstanding
 the said Charlotte Price, both in the Bill filed in the
 said Cause and upon her Examination, *vice a voce* in open
 Court, did declare that she did not wish any Settlement
 at all to be made of the Slaves aforesaid, yet the said Thomas
 William Price did in the said Bill, freely and voluntarily
 offer and propose to make a Settlement thereof upon the Trusts

therein mentioned, and the said Court, did thereupon, among other things with the Consent of the said Thomas William Price as aforesaid, direct a settlement to be made accordingly upon the terms hereinafter particularly expressed, Now therefore this Indenture witnesseth That in Conformity with the said Directions, the said Thomas William Price and Charlotte his wife in Consideration of ten Shillings to them paid, by the said Benjamin Postell, William Price, Nathaniel Russell and John Blake, the Receipt whereof they do, and each of them doth hereby acknowledge, have and each of them, with granted bargained and sold, and by these Presents, do and each of them doth grant, bargain and sell unto the said Benjamin Postell, William Price, Nathaniel Russell and John Blake, all and singular the Slaves by Name particularly bequeathed, by the said Philip Smith, to the said General Pinckney, Nathaniel Russell and John Lloyd In Trust as aforesaid for the said Charlotte Price, and also all and singular the Slaves, to which the said Thomas William Price and Charlotte his wife are intitled under that Clause of the Will of the said Philip Smith, whereby he bequeaths all the Rest, Residue and Remainder of his negroes to the said General Pinckney, Nathaniel Russell and John Lloyd In Trust for his Daughters Mary Jones and Charlotte Price a schedule whereof shall be hereto annexed as soon as may be after the same shall be divided, together with the future Issue and Increase of all such of the said Slaves as are Females, and the Issue and Increase which may have been born of all the said Female Slaves, between the time of the Death of the said Philip Smith and the time of executing these Presents, To have and to hold all and singular the said Slaves and the Issue and Increase of such of them as are Females as aforesaid, unto the said Benjamin Postell, William Price, Nathaniel Russell and John Blake and the survivors and survivor of them, and the Executors and Administrators of such Survivor upon the special Trust and Confidence following that is to say, In Trust to permit and suffer the said Thomas William Price & Charlotte his wife during their joint lives, to have hold use take receive and enjoy the use work work, Labor Service and Profits of all and singular the said Slaves and the Issue and Increase of such of them as are Females as aforesaid, without being subject to

or liable for his, her or their Debts, Charges or Incumbrances, and from and immediately after the Death of either of them, the said Thomas William Price and Charlotte his wife, In Trust to permit and suffer the Survivor of them, for and during his or her natural life, to have, hold use take receive and enjoy the use work labor, service and profits of all and singular the said Slaves, and the Issue and Increase of such of them as are Females as aforesaid, without being in anywise subject to or liable for his or her Debts, Charges or Incumbrances, and from and immediately after the Death of the Survivor of them the said Thomas William Price and Charlotte his wife, if the said Thomas William should be the Survivor then in trust for such Child or Children upon the Body of the said Charlotte by the said Thomas William begotten, as may be living at his Death, to be equally divided between them, if more than one share and share alike, and his her or their Executors, Administrators and Assigns for ever as Tenants in Common, without any further or other Trust, Condition or limitation whatsoever, and if any such Child or Children shall depart this life, before the Death of the said Thomas William Price leaving Issue, which may be living at the Death of the said Thomas William Price, then such Issue shall represent, and take equally between them, if more than one, such share or shares in the premises as his her or their Parent, or their Parents respectively, would have taken if such Parent or Parents had survived the said Thomas William Price, and from and immediately after the Death of the Survivor of them, the said Thomas William Price and Charlotte his wife, if the said Charlotte should be the Survivor, then in trust for such Child or Children upon the Body of the said Charlotte, by the said Thomas William Price, or any and every future Husband lawfully begotten, as may be living at her Death, to be equally divided between them, if more than one share and share alike and his her or their Executors Administrators and Assigns for ever, as Tenants in Common, without any further or other Trust, Condition or limitation whatsoever, and if any Child or Children of the said Charlotte, by the said Thomas William or any future Husband lawfully begotten, shall depart this life before the

Death of the said Charlotte, leaving Issue which may be living at the Death of the said Charlotte, then if such Issue shall represent and take equally between them, if more than one, such share or shares in the Premises, as his, her or their Parent, or their Parents respectively would have taken if such Parent or Parents had survived the said Charlotte Price; but if on the Death either of the said Thomas William Price or Charlotte his wife, there should be no Child or Children of their present Marriage, then living, or if at that time there should be any such Child or Children living, and all of them should die leaving no Issue lawfully begotten, which shall be living, at the Death of the survivor of them the said Thomas William Price and Charlotte his wife, then and in either of those cases, in Trust to and for the survivor of them the said Thomas William Price and Charlotte his wife, and his or her Executors Administrators and Assigns for ever absolutely and completely discharged of and from all and every further or other trust condition and limitation whatsoever, Provided always and it is the true intent and meaning of these Presents, and of the Parties hereto that the said Thomas William Price shall have good Right and absolute authority, and the said Benjamin Postell William Price, Nathaniel Russell and John Blake and a Majority of them, or the survivors or survivor of them and the Majority of such survivors, or the Executors or Administrators of the survivor of them, shall have full Power and free liberty, to surrender this their trust, and permit the said Thomas William Price to sell or otherwise dispose of all and singular the Premises above mentioned in such manner as he may think fit, on condition that he the said Thomas William Price will vest in, and convey to the above named four Trustees, or the survivors or survivor of them or the Executors or Administrators of such Survivor, or to such other Person or Person as they or a Majority of them, or the survivors or survivor of them or the Majority of such survivors or the Executors or Administrators of such Survivor of them, shall direct or appoint, any other Estate or property to be by them or a Majority of them, or the survivor or survivor of them, or the Majority of such survivors, or the Executors or Administrators of the survivor of them approved of and deemed to be of equal value with the Premises above mentioned, or such Part thereof as shall be so disposed of by the said Thomas William Price to be subject and liable to similar Trusts, limited

conditions, restrictions, Provisions and agreements, as the above mentioned Premises are subject and liable to. In Witness whereof the said Parties have hereto set their Hands and seals, the words "a schedule whereof shall be hereto annexed as soon as may be after the same shall be divided" before the word "together" on the second Page. and the word "have" next after the word "shall" on the twenty first line of this Page being first interlined / on the Day and in the year first before written T. W. Price Adl / Charlotte Price Adl Sealed and Delivered in the Presence of John Brumell, W^m Monies, Acknowledged in presence of Geo. Henderson It having been referred to me by an order of the Honorable Court of Equity to consider and approve of a proper Settlement to be made by the within named Thomas William Price on his Wife Charlotte and their joint Issue I have accordingly perused this Deed and approve the same as ^{fully} adequate to the purposes directed and decreed by the said ^{Court} W^m Hasell Gibbs Charleston 1st October 1796. Mas^r in Equity

The List of the Names of the Negroes alluded to in the annexed Deed Tom, Sylvia, Boatswain Dundee, Paulina, Michael, Lincoln Glasgow, Mary, Dinah, Quash, Harriot, Slucky, Hester, Gibby, Summer, old Kate, Julia, same Tom, Sussey, old Ned, Granny Kate, Sam, Mudlong, Frank, Ned, Maria, Eve, Hannah, Bob, old Will, Tamer, Johnny, Hester, Fanny, Dublin, Molly, Judy, Dolly, Sambo, Julia, Windy, Judy, Patty, Milly, Jimmy, Jack, Ben, Hester, Amey, Judy, Quash, Boatswain, Marcus, old Nancy, Muriak, Rachael, Daniel, April, Hazard, Nancy, Dinah, Sam, 114 T. W. Price

South Carolina. Personally appeared W^m George Henderson who being duly sworn made oath that he was present and heard Thomas William Price and Charlotte Price severally acknowledge their hands and seals to the foregoing Instrument of writing and saw them deliver the same as their Act and Deed to and for the uses and purposes therein set forth, that he also heard the said Thomas William Price acknowledge his hand to the above Schedule and that he the Deponent signed his name as a witness to the due acknowledgment and delivery of the same sworn to the 7th day of July 1797 before Stephen Ravenel Esq.

The State of South Carolina

This Indenture made the Eighth day of November in the year of our Lord one thousand

Seven Hundred and ninety six, and in the twenty first year of the
 Independence of the United States of America, Between Thomas
 William Price of St. Pauls Parish in the State of South Carolina Planter
 of the one Part, and Benjamin Postell, William Price, Nathaniel Russell
 and John Blake Esquires Trustees named and appointed by the
 Honorable the Court of Equity of the State aforesaid, for the purposes
 expressed in the Release hereinafter mentioned of the other Part
 Witnesseth that the said Thomas William Price, for and in considera-
 tion of the sum of five Shillings Sterling Money by the said Benjamin
 Postell, William Price, Nathaniel Russell and John Blake to him
 paid, at and before the Sealing and Delivery of these Presents -
 the Receipt whereof he doth hereby acknowledge, hath granted
 bargained and sold, and by these Presents, doth grant bargain
 and sell unto the said Benjamin Postell, William Price, Nathani-
 el Russell and John Blake, and the survivors and survivor of them
 and the Executors and Administrators of such Survivor, All that
 Plantation, Piece, Parcel, or Tract of Land belonging to him, the
 said Thomas William Price, formerly the Property of Richard
 Park Hobbs deceased, containing four hundred and twelve acres
 more or less situate in St. Pauls Parish aforesaid, on the North
 side of Ponpon River, Bulking and Bounding Northwardly upon lands
 of Charles Freer Esquire, Southwardly upon Ponpon River aforesaid
 Eastwardly upon lands of the Estate of James Hobbs Esquire deceased
 and Westwardly upon lands now or late of the Estate of Chandler
 Dinwiddie Fowke Esquire deceased Together with all and singu-
 lar the Houses Out Houses, Buildings, Improvements, Rights, Mem-
 bers, Privileges, Hereditaments and Appurtenances whatsoever to
 the said Premises belonging or in anywise incident or appertaining
 and the Reversion and Reversions, Remainder and Remainders, Rents
 Issues and Profits of all and singular the said Premises and every part
 thereof with their appurtenances, To have and to hold all and
 singular the Premises above bargained and sold, and every Part thereof
 with their appurtenances unto the said Benjamin Postell, William
 Price, Nathaniel Russell and John Blake and the survivors and Survivor
 of them and the Executors and Administrators of such Survivor from the
 day next before the day of the Date of these Presents for and during and
 until the full End and Expiration of one whole year from thence next
 ensuing and fully to be complete and ended, Yielding and Paying
 therefore one Grain of Indian Corn, at or upon the last Day of the

term, if the same shall be lawfully demanded, to the intent that by virtue of these Presents, and by force of the Statute for transferring uses into possession they may be in the actual possession of all and singular the said Premises above bargained and sold, and every part thereof, with every of their Appurtenances, and be thereby enabled to take and accept a Grant and Release of the Reversion and Inheritance thereof to them and the Survivors and Survivor of them and the Heirs of such Survivor, to for and upon such Uses, Trusts, Intents and purposes as in the said Release shall be declared, In Witness whereof the said Parties to these Presents have hereunto inter-
changeably set their Hands and Seals on the day, and in the year first before written

SW. Price Ad/
Sealed & Delivered in the presence of John Brumell, Mr. Monies Acknowledged in presence of George Henderson, South Carolina Personally appeared Mr. George Henderson who being duly sworn made oath that he was present and heard Thomas William Price acknowledge his hand and seal to the foregoing Instrument of writing and delivered the same as his Act and Deed to and for the uses and purposes therein set forth, and that he the Deponent signed his name as a witness to the due Acknowledgment and delivery of the same. Sworn to the 7th day of July 1797 before Stephen Ravenel R

The State of South Carolina

This Indenture made the the Ninth day of November in the Year of our Lord one thousand seven hundred and ninety six, and in the twenty first Year of the Independence of the United States of America, Between Thomas William Price of St. Pauls Parish in the State of South Carolina, Planter, and Charlotte his wife, of the one Part, and Benjamin Postell, William Price, Nathaniel Russell and John Blake Esquires Trustees named and appointed by the Honorable the Court of Equity of the State aforesaid, for the purposes hereinafter expressed, of the other Part, Whereas Philip Smith late of St. Bartholomews Parish in the State aforesaid, Planter deceased (the Father of the said Charlotte Price) in and by his last Will and Testament, duly executed in writing, did among other Things devise the Sum of Fourteen Hundred Guineas unto General Pinckney, Nathaniel Russell and John Lloyd, in Trust to be laid out in Land, for the use of his said Daughter Charlotte under certain limitations, and did also appoint them Executors of his said Will, and whereas by the strict Rules of Law, the

said limitations are void, and any land which might be bought with the said sum of Money according to the directions of the said Will would become absolutely vested in the said Charlotte Price & the said General Pinckney, Nathaniel Russell and John Lloyd, have renounced both the Trusteeship and Executorship aforesaid, and the said Benjamin Postell, at the unanimous Desire of those interested in the will of the said Philip Smith, hath obtained Letters of Administration, with the Will annexed, upon all singular the goods and chattels, Rights and Credits which were of the said Philip Smith; and whereas lately that is to say in September Term in the present year an amicable suit for the determination of certain Doubts, was instituted in the said Court in Charleston aforesaid, by the said Thomas William Price & Charlotte his wife, against the said Benjamin Postell, as Administrator as aforesaid, and notwithstanding the said Charlotte Price, both in the Bill filed in the ^{said} Cause, and upon her Examination, viva voce, in Open Court, did declare that she did not wish any Settlement at all, to be made of the land to be bought with the said sum of Money, yet the said Thomas William Price did in the said Bill, fully and voluntarily offer and propose to make a Settlement thereof upon the Trusts and Terms therein mentioned, and the said Court did thereupon, among other things with the consent of the said Thomas William Price as aforesaid, direct a Settlement to be made accordingly upon the Terms hereinafter particularly expressed, and whereas the said Benjamin Postell hath paid the said sum of Fourteen Hundred Guineas to the said Thomas William Price, on ~~condition~~ ^{condition} that he, the said Thomas William Price, would settle and convey to the four Trustees herein first above named upon the terms and trusts hereinafter mentioned, All that Plantation Piece, Parcel or Tract of land, belonging to him the said Thomas William Price formerly the Property of Richard Park Stobo deceased, containing Four hundred and twelve Acres, more or less, situate in St. Pauls Parish aforesaid on the North side of Ponpon River, Butting and Bounding Northwardly upon lands of Charles Freer Esquire Southwardly upon Ponpon River aforesaid Eastwardly upon lands of the Estate of James Stobo Esquire deceased and Westwardly upon lands now or late of the Estate of Chandler Dinwiddie Towke Esquire deceased, Now therefore this Indenture

Witnesseth that in consideration of the Premises and also
 in consideration of ten Shillings Sterling Money by the
 said Benjamin Postell, William Price, Nathaniel Russell
 and John Blake, to the said Thomas William Price & Charlotte
 his wife in hand paid (the Receipt whereof they do and each
 of them doth hereby acknowledge) they the said Thomas Wil-
 liam Price and Charlotte his wife, have and each of them
 hath granted bargained sold aliened remised released
 conveyed and confirmed, and by these Presents, do and each
 of them doth grant bargain sell alien remise release convey
 and confirm unto the said Benjamin Postell, William Price, Nathaniel
 Russell and John Blake and the Survivors and Survivor of them
 and the Heirs of such Survivor, All that Plantation, Piece, Par-
 cel or Tract of Land herein before particularly described, &
 Together with all and singular the Houses, Buildings, Improve-
 ments, Rights, Members, Hereditaments and Appurtenances -
 to the same belonging or in anywise incident or appertaining
 and the Reversion and Reversions, Remainder and Remainders
 Rents, Issues and Profits of all and singular the said Premises -
 and every Part thereof with the Appurtenances (the same now
 being in the actual possession of the said Benjamin Postell,
 William Price, Nathaniel Russell and John Blake 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 also all the Estate Right Title Interest Use-
 Trust, Possession, Property, Profit, Benefit, Claim and Demand
 both in Law and Equity of them the said Thomas William Price
 and Charlotte his wife, and each of them, of in and to all and sin-
 gular the said Premises, and every part thereof, and also all
 Deeds, Evidences and Writings touching or concerning the said
 Premises, or any part thereof solely, together with true Copies of
 all other Deeds, Evidences and Writings which concern the said
 Premises or any Part thereof jointly with any other Lands or
 Tenements, now in the Custody or Possession of the said Thomas
 William Price, or which he can or may get or come by without
 suit at Law or in Equity. To have and to hold all and singular
 the said Premises and every Part and Parcel thereof with their
 and every of their Rights, Members, Hereditaments and

123. appurtenances, unto the said Benjamin Postell, William Price, Nathaniel Russell and John Blake, and the survivors and survivor of them and the Heirs of such survivor to the use and behoof of the said Thomas William Price and Charlotte his wife, and their assigns, for and during the joint lives of the said Thomas William Price and Charlotte his wife, without impeachment of or for any manner of waste, and from and immediately after the determination of that Estate ~~estate~~, to the use and behoof of the said Benjamin Postell, William Price, Nathaniel Russell and John Blake, and the survivors and survivor of them and the Heirs of such survivor to preserve the contingent Remainders herein after limited from being defeated or destroyed and for that Purpose to make Entries and bring actions as occasion shall require, but nevertheless in Trust to permit and suffer the said Thomas William Price and Charlotte his wife and their assigns, during the joint lives of the said Thomas William and Charlotte, to receive and take the Rents Issues and Profits of the said Premises, without impeachment of or for any manner of waste, to and for the joint use and benefit of the said Thomas William and Charlotte and their assigns, and in case the said Thomas William should survive the said Charlotte, then to the use and behoof of the said Thomas William Price and his Heirs and assigns for ever free clear and absolutely discharged of and from all and every further or other Condition Trust, Limitation, Restriction, Proviso and agreement whatsoever, but if the said Charlotte should survive the said Thomas William, then to the use and behoof of the said Charlotte and her assigns, for and during her natural life, without impeachment of or for any manner of waste, and from and immediately after the determination of that Estate, to the use and behoof of the said Benjamin Postell William Price, Nathaniel Russell and John Blake, and the survivors and survivor of them and the Heirs of such survivor to preserve the contingent Remainders herein after limited from being defeated or destroyed and for that purpose to make Entries and bring Actions, as occasion shall require, but nevertheless in Trust to permit and suffer the said Charlotte Price and her assigns, during her natural life to receive & take the Rents Issues and Profits of the said Premises, without impeachment of or for any manner of waste, to and for her and their own use and benefit, and from and immediately after the Decease of the said Charlotte, then to the use and behoof of such Child or Children, upon the Body of the said Charlotte by the said Thomas William begotten, as may be living at her Death, to be equally divided

between them, if more than one, and their Heirs and Assigns, for ever as Tenants in Common, free clear and absolutely discharged of and from all and every further and other Condition, Trust, Limitation, Restriction, Proviso and Agreement whatsoever, and if any such Child or Children shall depart this life, before the Decease of the said Charlotte leaving Issue which may be living at the Decease of the said Charlotte, then such Issue shall represent (and take equally between them, if more than one, such share or shares in the Premises as) his, her or their Parent, or their Parents respectively would have taken if such Parent or Parents had survived the said Charlotte Price, & but if the said Charlotte Price at her Decease shall leave, then living no Child upon her Body, by the said Thomas William begotten and no Issue lawfully begotten, by any such Child, which may be living at the Death of the said Charlotte, then to the use and behoof of such Person or Persons, and for such Estate and Estates, use and uses, and subject to such Provisoes, Conditions, Limitations and agreements, as the said Thomas William Price by his last will and Testament or any Deed duly executed in writing, shall give, direct, devise, limit will or appoint the same, or any part thereof. Provided always and it is the true Intent & meaning of these Presents, and of the Parties hereto, that the said Thomas William Price shall have good Right and absolute authority and the said Benjamin Postell, William Price, Nathaniel Rupelt and John Blake, and a Majority of them or the Survivors and Survivor of them and the Majority of such Survivors, or the Heirs of the Survivor of them shall have full Power and free liberty to surrender this their Trust and permit the said Thomas William Price to sell or otherwise dispose of all and singular the Premises above mentioned, or any Part thereof, in such manner as he may think fit, on condition that he the said Thomas William Price will vest in and convey to the above named four Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, or to such other Person or Persons as they or a Majority of them, or the Survivors of them or the Majority of such Survivors, or the Survivor of them or his Heirs, shall direct or appoint, any other Estate or Property, to be by them or a Majority of them, or the Survivors or Survivor of them, or the Majority of such Survivors, or the Heirs of the Survivor of them approved of, and deemed to be equal to the value of the said Fourteen hundred Guineas, or to the value

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~~the said Thomas William Price~~ or to the value of such Part of
 the said Premises, as may be so disposed of by the said Thomas William
 Price, to be subject and liable to similar Trusts, Limitations, Con-
 ditions, Restrictions Provisoes and agreements as the above menti-
 oned premises are subject and liable to, and the said Thomas William
 Price, for himself, his Heirs Executors and Administrators doth by these
 Presents, Covenant, promise, grant and agree to and with the said
 Benjamin Postell, William Price, Nathaniel Russell and John
 Blake, and the Survivors and Survivor of them, and the Heirs of such
 Survivor, that he the said Thomas William Price now is the true, law-
 ful and rightful owner of all and singular the Premises hereby in-
 tended to be conveyed, and is lawfully and rightfully seised, in his
 own Right, of a good, sure, perfect, absolute and indefeasible Estate of
 Inheritance in Fee Simple, of and in all and singular the said pre-
 mises, without any manner of condition, Mortgage, Limitation
 or other matter cause or thing whatsoever, to alter change, charge
 determine or defeat the same, and hath good Right full Power and
 sufficient authority in the Law to grant release convey and confirm
 the said Premises with their Appurtenances, in the manner and form
 and for the uses intents and purposes hereinbefore contained and
 expressed, and that all and singular the said Premises and every of
 their Rights, members Hereditaments and appurtenances, now are
 and for ever hereafter shall be, free clear and absolutely discharge
 of from and against all former and other Gifts Grants Leases, —
 Mortgages, Jointures, Dowers Uses and Judgments, and of from &
 against all other Charges, Estates, Rights, Titles, Troubles, and Incum-
 brances whatsoever, had made done, committed or suffered by the
 said Thomas William Price and Charlotte his Wife or either of them
 or any other Person or Persons, lawfully claiming or to claim, by from
 through or under them or either of them, and further that they the
 said Thomas William Price and Charlotte his Wife and each of them
 and their and each of their Heirs, and all and every other Person or
 Persons and his her and their Heirs, having or lawfully claiming —
 any Estate, Right Title or Interest of, in or to the Premises hereby in-
 tended to be conveyed or any part thereof, shall and will from
 time to time and at all times hereafter upon the reasonable re-
 quest of the said Benjamin Postell, William Price, Nathaniel
 Russell and John Blake or the Survivors or Survivor of them, or
 the Heirs of such Survivor make do seal sign execute & deliver

126 or cause or procure to be made done sealed signed executed and delivered all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds Thing and Things Device & Devices, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, for the further, better and more perfectly granting, conveying releasing, settling, confirming and asuring all and singular the said Premises with every of their Appurtenances unto the said Benjamin Postell, William Price, Nathaniel Russell and John Blake and the Survivors and Survivor of them and the Heirs of such Survivor to for and upon the several uses, intents, Trusts and Purposes hereinbefore expressed declared and contained and according to the true Intent and Meaning hereof as by the said Benjamin Postell, William Price, Nathaniel Russell and John Blake or the Survivor or Survivor of them, or the Heirs of such Survivor, or their Counsel learned in the Law shall be reasonably devised advised or required, and lastly that he the said Thomas William Price and his Heirs Executors and Administrators all and singular the Premises hereby intended to be conveyed, with every of their Rights Members, Hereditaments and Appurtenances unto the said Benjamin Postell, William Price, Nathaniel Russell and John Blake and the Survivors and Survivor of them, and the Heirs of such Survivor, against him the said Thomas William Price and his Heirs, and against all & every other Person or Persons whomsoever, lawfully claiming or to claim, the said Premises, or any Part thereof, shall and will warrant and for ever defend by these Presents, In Witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and Seals on the Day and in the year first before written T. W. Price Jrs, Charlotte Price Jrs, sealed and Delivered in the Presence of John Brumelle, Wm Monies, .

Acknowledged in Presence of George Henderson ———
It having been referred to me by an Order of the Court of Equity to consider of and approve of a proper Settlement to be made by the within named Thomas William Price on his Wife Charlotte and their joint Issue, I have accordingly perused this Deed and approve the same as fully adequate to the purposes directed and decreed by the said Court Wm Harell Gibbs,
Charleston 1st October 1796 - Martin Equity.

South Carolina Personally appeared W. George Henderson

127. who being duly sworn made oath that he was present and heard Thomas William Price and Charlotte Price severally acknowledge their Hands and seals to the foregoing Instrument of writing, and saw them deliver the same as their Act and Deed to and for the uses and purposes therein set forth, and that he the Deponent signed his name as a witness to the due Acknowledgement & delivery of the same Sworn to the 7th day of July 1797 before Stephen Ravenel Esq - Recorded 7th July 1797.

State of South Carolina.

V

This Indenture made the fourteenth day of July in the year of our Lord one thousand seven hundred and ninety six, and in the twenty first year of the Independence of the United States of America, Between Hezekiah Roberts of Saint Peters Parish Granville County and State of South Carolina Planter and Agnes Burche of the aforesaid Parish County and State, Widow of the one part, and Philip Givens of Port Royal Island Saint Helena Parish Granville County and State aforesaid Planter of the other Part, Where as a Marriage (with the Blessing of God) is shortly intended to be had and solemnized between the above named Hezekiah Roberts and Agnes Burche, and the said Agnes being now possessed of a Real and Personal Estate consisting of Parts or Parcels of lands and several Negro Slaves the particulars whereof are in a certain Schedule or Inventory hereunto annexed to the end therefore that the Real and Personal Estate now belonging to the said Agnes and in the said Schedule hereunto annexed mentioned and specified may be well secured and preserved to the use of the said Agnes in case the said intended Marriage should take Effect, This Indenture doth therefore witness and it is hereby agreed by and between all the Parties to these Presents, and the said Agnes Burche by and with the Consent of the said Hezekiah Roberts for consideration of the sum of Five Shillings Sterling Money to her the said Agnes in hand paid by the above named Philip Givens as also to preserve and secure her Interest and Property of all and singular the Lands and Slaves together with the future Issue and Increase of said Slaves in the Schedule hereunto annexed mentioned and specified so that the said Hezekiah Roberts may not have any Power to dispose of the same in case the said intended Marriage should take Effect she the said Agnes Burche hath therefore given granted and disposed with the consent of the Hezekiah Roberts, she the said Agnes doth hereby give grant and dispose unto the said Philip Givens his heirs Executors

Administrators or Assigns, All and singular the Lands and Negro-Slaves in the said Schedule hereunto annexed mentioned and specified, To have and to hold immediately all and singular the said Lands and Negro Slaves in case the said Marriage should take effect, and that from and after the solemnization thereof, it shall may be from time to time and at all times in the Power of the said Hezekiah and Agnes or either of them during their Coverture to make use of the Lands and the Labour of the said Negro Slaves and their Increase in the Schedule annexed and contained, and also to take receive and use all the annual Interest Produce and Profits of all and singular the Lands and said Slaves to her or to her use in any Nature or kind soever at the Will and Pleasure of him the said Hezekiah during the Trust and Coverture afore- said without let or Impediment or hindrance of him the said Philip Givens his Executors Administrators and Assigns any thing herein before contained to the contrary notwithstanding and the said Philip Givens for himself, his Executors, Adminis- trators and Assigns doth hereby Covenant and promise to and with the said Hezekiah and Agnes that he the said Philip Givens his Executors Administrators and Assigns shall and will well and truly and faithfully execute the Trust or trusts in him or them hereby reposed according to the true intent and meaning hereof to the best use and advantage of them the said Hezekiah & Agnes during their Coverture without any suit let or trouble to them the said Hezekiah and Agnes or either of them, and without any pretence of right, advantage or emolument in from or out of the premises other than as a faithful Trustee and not the private use of him the said Philip Givens his Executors Administrators or Assigns, and he the said Philip Givens for his Executors Admini- strators or Assigns, doth hereby Covenant to and with the said said Hezekiah and Agnes that in case the said intended Mar- riage shall take effect that then upon the Death of the said Hezekiah, all the use Trust or other Interest hereby vested given or intended to the said Philip Givens his Executors Administra- tors and Assigns shall henceforth cease utterly and be void. In Witness whereof and of every part hereof all the Parties to this pre- sent Indenture have here Interchangeably set their Hands and seals the day and year first above written Hezekiah Roberts (RS) Agnes Bucke (RS) Philip Givens (RS) signed sealed and-

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Delivered and duly executed in the Presence of H. Holcombe, John Givens Received the day and year within written of M^r. Philip Givens the sum of Five Shillings Sterling being the full consideration Money within mentioned to be paid as witness my Hand Agnes Buche Witness The Schedule or Inventory of Particulars referred to by the Deed of Indenture hereunto annexed viz^t. Negroes named as hereunder - Tom, Sam, July, Smart, Jack Sackey, Little Sam, Simon, Guinea, Hopney, Lato, Betty, Nanny, Phillis and Maria with their future Increase all the House hold Furniture, Horse and Chariot and Stock of Cattle which she is now possessed of, fifty Acres of Land in St. Peters Parish adjoining Lands belonging to the Estate of Benjamin Buche, all the Land and other property which she is or may be entitled to from the Estate of Benjamin Buche all which is hereby settled and intended to be for the sole use and benefit (and the Disposal in case of her Death) of Agnes Buche in case a Marriage should be solemnized between her and Hezekiah Roberts, and it is hereby understood and agreed to, that the said Hezekiah Roberts is not to make any charge against this property for Boarding Benjamin & Agnes Son and Daughter of the above named Agnes Buche or for any business done or to be done for the Est^e of Benjamin Buche, In Witness whereof all the Parties hereunder named have set their Hands & Seals the day and year within mentioned Hezekiah Roberts Agnes Buche ^{Philip Givens} ~~Witness~~ that this is the true Schedule and Inventory of the Estate referred to and no other the words "or to be done" being first interlined

Personally appeared before me Thomas Fuller one of the Justices of the Quorum the Rev^d. Henry Holcombe who affirms and declares that he signed this Deed, as an Evidence and that he also saw John Givens sign his name for the same purpose. T. Fuller J. L. Recorded 14th July 1797

South Carolina

Articles of Agreement made and executed the twenty first day of April in the year of our Lord one thousand seven hundred and ninety seven, between John Grimbball of the District of Beaufort Planter of the first part, Miss Elizabeth Berkley Daughter of M^r. John Berkley of Wilton Planter of the Second part, and Paul Hamilton of St. Bartholomews and Morton Waring of Charleston Trustees for the said Elizabeth Berkley of the third part, Whereas a Marriage is intended shortly to be had and solemnized between the said John Grimbball, and the said Elizabeth Berkley, and whereas she now is or will be on the death of her parents or otherwise entitled to an Estate Real and Personal and it hath been agreed on between the said Parties that all the Property Real and Personal which

thesaid Elizabeth Berkley, now is or will be hereafter entitled to, on the death of her Father or in any manner whatever, shall be conveyed transferred and secured firmly and effectually to the said Paul Hamilton and Morton Maring as Trustees and to the survivor of them his Heirs Executors Administrators and Assigns, In Trust for the Purposes herein after mentioned, that is to say In Trust to and for the sole and separte use of the said Elizabeth Berkley, the intended wife of the said John Grumball without the controul or interference of the said John Grumball her intended Husband and to such uses and purposes as shall be by the said Elizabeth Berkley declared under Hand and seal in the presence of two or more Credible Witnesses or which shall be declared by the said Elizabeth Berkley by her last Will and Testament signed Sealed Published and Declared in the presence of three or more Credible Witnesses, and I the said John Grumball for myself, my Heirs Executors, Administrators and Assigns, do hereby Covenant promise and agree to and with the said Paul Hamilton and Morton Maring Trustees as aforesaid and the survivor of them their Heirs Executors, Administrators and Assigns, that at all times after my Marriage with the said Elizabeth Berkley she shall have full power to make such Deed or Deeds, Will or Wills, as to her shall seem proper, and that the said John Grumball will at all times when requested by the said Paul Hamilton and Morton Maring Trustees as aforesaid or the survivor of them his Heirs Executors Administrators or Assigns, make and execute such Deed or Deeds as shall be required by them for the more effectually vesting in them such property Real or Personal as may hereafter be devised or bequeathed to her the said Elizabeth Berkley or which she my intended wife may hereafter inherit or be entitled to from her Father, Mother or any other person whatever, for the uses and purposes aforesaid, and for the performance of this Covenant I do hereby bind myself my Heirs Executors Administrators and Assigns in the sum of twenty thousand Pounds Sterling, In Witness whereof the said Parties have hereunto set their Hands and seals the day and year first above written

Signed Sealed and Delivered in the Presence of us Jean Mann, Susanna Milkinson, signed sealed &c by Morton Maring in the presence of us William Hollinshead, Sarah Hollinshead

John Grumball (H)
Elizabeth Berkley (H)
Morton Maring (H)
Paul Hamilton - (H)
Charleston J Person
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Stann who being duly sworn made oath that she was present and saw John Spimball, Elizabeth Berkley and Paul Hamilton 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 Susanna Wilkinson signed their names as witnesses thereto sworn to the 22^d day of July 1797 before Dan^t Smith J.P.

Charleston p. Personally appeared The Reverend William Hollinshead who being duly sworn made oath that he was present and saw Morton Maring 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 Sarah Hollinshead signed their names as witnesses thereto, sworn to the 22^d day of July 1797, before Dan^t Smith J.P. Recorded 22^d

July 1797.

State of South Carolina

This Indenture made the first day of August in the year of our Lord one thousand seven hundred and ninety seven - Between Archibald Ponton of the City of Charleston Confectioner and Catharine his wife of the one part and Robert Brodie of the same City Carpenter of the other part, Whereas the said Catharine at the time of her intermarriage with the said Archibald Ponton was legally possessed of certain Personal Property consisting of money goods chattels and effects to the amount and value of three hundred pounds Sterling which said property the said Archibald Ponton since the said intermarriage hath converted and appropriated to his own use and benefit, and whereas it is but just and reasonable that Provision should be made for the said Catharine by settling on her an equivalent for the said property the said Archibald Ponton is contented, desirous and hath agreed that the negro male slaves herein after mentioned, together with the several goods chattels and effects particularly mentioned and specified in the Schedule hereunto annexed marked A shall be settled secured and preserved to and for the trusts uses intents and purposes hereinafter limited and expressed notwithstanding the coverture between the said Archibald Ponton and Catharine his wife, Now this Indenture witnesseth that for and in consideration of the said agreement and of the sum of ten shillings in hand to the said Archibald Ponton and Catharine by the said Robert Brodie at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, they the said Archibald Ponton and Catharine, Have and each of them Hath granted, bargained, sold, transferred, assigned and set over and

by these presents Do and each of them Doth grant bargain sell transfer assign set over and in open Market deliver unto the said Robert Brodie his Executors Administrators and Assigns the said two Negro Slaves one of them named Jim and the other Dick Together with all the profit benefit and advantage accruing & to accrue from the use labor hire or otherwise of the said two Negro Slaves and all and singular the plate household furniture goods chattels and effects particularly remaining in the dwelling House of the said Archibald Ponton or in any other place whatsoever or in the hands of any other person whomsoever with the appurtenances and also all the Estate Interest Property claim and Demand of them the said Archibald Ponton and Catharine whatsoever either at law or in Equity of in and to the said two Negro Slaves goods chattels and effects with the said profit benefit and advantage arising and to arise therefrom unto the said Robert Brodie his Executors Administrators and Assigns to his and their sole and proper use and benefit for ever upon trust nevertheless and to and upon the several uses intents and purposes herein after limited expressed and declared of and concerning the same that is to say In Trust to and for the sole and separate use benefit and behoof of the said Catharine free from any controul of him the said Archibald Ponton or from ^{any} liability to his Debts in the same manner as if she were sole and unmarried and to permit and suffer the said Catharine during the term of her natural life to have hold use take and enjoy the said property hereby conveyed with all the benefit profit and advantage thereof and from and immediately after the decease of the said Catharine upon this further trust that he the said Robert Brodie his Executors Administrators and Assigns shall convey assign transfer and set over the said Negro Slaves goods chattels and effects to such person or persons uses intents and purposes and in such division as the said Catharine by any Deed or writing or by her last Will and Testament duly executed shall give direct or appoint the same. Provided always and it is the true intent and meaning of these presents that if it shall be found expedient or proper by the said Catharine or her Counsel learned in the Law and by the said Robert Brodie his Executors Administrators or Assigns it shall and may be lawful to and for the said Robert Brodie his Executors Administrators or Assigns to sell and dispose of the property hereby

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Conveyed or any part thereof, and to apply the proceeds arising from such
 sale or sales unto for and upon the same trusts uses intents and
 purposes as are hereby expressed and declared of and concerning the
 premises any thing herein contained to the contrary in anywise
 notwithstanding, and the said Archibald Ponton for himself his
 Executors and Administrators doth hereby covenant promise and
 agree to and with the said Robert Brodie his Executors Adminis-
 trators and Assigns in manner and form following that is to say, that the
 said two Negro Slaves goods, chattels and effects shall remain continue
 and be to the several uses intents and purposes hereinbefore limited ex-
 pressed and declared free and clear from all former and other bargains,
 sales, gifts grants and incumbrances whatsoever had made or done by
 the said Archibald Ponton and that it shall and may be lawful to and
 for the said Robert Brodie his Executors, Administrators and Assigns to
 take and receive have hold and enjoy all and all manner of gain profit
 benefit and advantage accruing or to accrue from the said property
 hereby conveyed to and for the uses intents and purposes aforesaid
 without any the let suit trouble denial hindrance interruption,
 molestation or disturbance of from or by the said Archibald Ponton
 his Executors Administrators or Assigns or of from or by any other per-
 son or persons claiming or to claim by from or under him or them
 or by his or their or either of their acts means, consent, default, privity
 or procurement, and also that he the said Archibald Ponton his Exe-
 cutors and Administrators shall and will from time to time and at all
 times hereafter upon every reasonable request of the said Robert Brodie
 his Executors Administrators and Assigns make do and execute all
 such further and other covenants and assurances as shall be deemed
 necessary and expedient, for assuring and confirming the title to the
 said property according to the true intent and meaning of these Presents
 and moreover that he the said Archibald Ponton his Executors and
 Administrators shall and will from time to time and at all times
 hereafter save keep harmless and indemnify the said Robert
 Brodie his Executors Administrators and Assigns off from and against
 all and all manner of costs, charges and damages which shall or may at
 any time hereafter happen grow or arise for or by reason of the said trust
 And lastly the said Robert Brodie for himself his Executors and Ad-
 ministrators doth hereby covenant and agree to and with the said
 Archibald Ponton his Executors Administrators and Assigns that
 he and they shall and will duly and faithfully perform the trusts
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limited and created by virtue of these presents, In Witness whereof
the said parties to these Presents have hereunto set their Hands and
seals the day and year first above written Arch^d Ponton (MS)
Sealed: Delivered in the presence of Catharine Ponton (MS)
of Rob^t Anderson, Hugh Wallace } Robert Brodie (MS)

A
The Schedule to which the annexed written Indenture refers
a Negro named Dick, a Negro named Jim, a Chest of Bed and Table
Linen as follows viz. 18 pair of Sheets, 30 Table Cloths, 4 dozen fine
towels, 4 dozen coarse ditto, 2 Counterpanes, and Bed Covers, two
Bedsteads, 2 Beds, bedding and a Crib, one Chest of Drawers con-
taining sundry wearing apparel, two Bureaus containing do
three Trunks containing do, twelve Chairs Mahogany, 2 Tables
do and a set of fire irons, two looking glasses, a set of Pictures
and sundry books, a China Tea equipage, sundry Crockery
and glassware, twelve Silver Tea Spoons, 1 pair Sugar Tongs, and
6 Table Silver Spoons, a gold watch with three gold Chains and
trinkets, sundry candlesticks, Copper ware & Kitchen Furniture
a variety of articles in Britannia Metal, sundry knives and forks
decanters and glasses, a quantity of other articles not particularly
enumerated in the dwelling house of Archibald Ponton it being
intended to include all the furniture & household goods therein
Arch^d Ponton, Catharine Ponton, Robert Brodie, Witnesses.
Robert Anderson, Hugh Wallace, Charleston W. Personally appeared
Mr. Hugh Wallace who being duly sworn made oath that he was
present and saw Archibald Ponton, Catharine Ponton & Robert
Brodie 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, that he also saw them sign the within
Schedule, and that he the Deponent with Robert Anderson signed
their names as Witnesses to the due Execution thereof Sworn to
the 5th day of August 1797 before Stephen Ravenel Esq
Recorded 5th August 1797
State of South Carolina

This Indenture of three parts made the
twenty third day of June in the year of our Lord one thousand seven
hundred and ninety seven, and twenty first year of the Independence
of the United States of America, Between John Payne Serjeant
of the first part, Elizabeth Ruple of the second part and William
Payne of the third part, all of the City of Charleston State aforesaid

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Whereas the said Elizabeth Ruple is possessed of a certain Wench named Nippy, and a certain Boy named Charles to her and her Heirs for ever, and also of certain Goods Wares and Merchandizes in the Saddle line, and whereas the said Elizabeth conducts business in the said line in her own name, and for her sole benefit and emolument, and whereas a marriage is intended to be shortly had and solemnized between the said John Payne Serjeant, and the said Elizabeth Ruple upon the contract of which marriage the said John Payne Serjeant hath agreed, that if the same shall take effect that then notwithstanding the said marriage, he the said John Payne Serjeant, his Executors, Administrators or Assigns shall not nor will intermeddle with or have any Right Title or Interest either in Law or Equity of in or to the said negro Wench Nippy, and the said Boy Charles or any of the Goods Wares and Merchandizes in the Saddle line, or otherwise now in the possession of the said Elizabeth Ruple, or of any of the profits, emoluments or advantages arising from the same, or of any Goods Wares and Merchandizes which the said Elizabeth may from time to time purchase in the way of Trade or otherwise during her Coverture, but the same shall be under the sole control and Management of the said Elizabeth Ruple, and shall remain, continue and be to the said Elizabeth Ruple, or to such uses as the said Elizabeth Ruple shall think fit and appoint, Now this Indenture witnesseth that for the making the said agreement effectual in the Law, and for the preserving the said negro Wench Nippy and the said Boy Charles, and the Goods Wares & Merchandizes aforesaid, to and for the separate use and benefit of the said Elizabeth Ruple, and so that the same shall not be in the power or disposal of the said John Payne Serjeant, he the said John Payne Serjeant doth for himself his Executors and Administrators, and for every of them, covenant promise and agree to and with the said William Payne his Executors Administrators and Assigns by these presents, that notwithstanding the intended marriage aforesaid shall take effect all the profits and emoluments arising from the negroes and Merchandizes above mentioned, shall be accounted reckoned and taken as a separate and distinct Estate of and from the Estate of him the said John Payne Serjeant, and be no ways liable or subject to him or to the payment of any of his Debts, but with the profits and increase that shall hereafter be gotten, gained or made of the same, be ordered disposed and employed to such person and persons, and to and for such use and uses, intents and purposes, and in such manner and form as the said Elizabeth Ruple may

136 may think fit and proper so to be, and that all the said separate and distinct Estate before declared and allotted for the said Elizabeth Ruple as aforesaid, and the produce and increase thereof shall be had, taken, held possessed and enjoyed by the said Elizabeth Ruple, and for such uses as the said Elizabeth Ruple, shall at any time or times hereafter during her life order or dispose of the said Estate or any part thereof, either by her last will and Testament in writing or by any other writing signed with her hand in the presence of two or more Credible Witnesses and the said John Payne Serjeant doth for himself his Heirs Executors and Administrators, covenant promise and agree to and with William Payne his Heirs Executors and Administrators by these presents in manner following that is to say, that if the said intended Marriage shall take effect, that then he the said John Payne Serjeant shall and will permit and suffer the said Elizabeth Ruple to give grant and dispose of her said separate Estate as she shall think fit in her life time, and to make such will or other writing as aforesaid, and thereby to give grant and dispose of her said separate Estate, to any person or persons, for any trust use purpose or intent whatsoever and also that it shall and may be lawful to and for the said William Payne at any time from and after the said intended Marriage or the said Elizabeth Ruple with the consent of the said William Payne to commence any action or suit in Law or Equity in the name of the said John Payne Serjeant for sake of conformity with the name of the said Elizabeth Ruple his intended wife against any person or persons for recovery of any sum or sums of money now due or hereafter to grow due to the said Elizabeth ^{Ruple} from her said separate Estate as aforesaid, and that he the said John Payne Serjeant shall and will avow justify and maintain all lawfull collections and suits that shall be so commenced for recovery of the premises and also that the said John Payne Serjeant as often as there to desired shall and will at the request of the said William Payne so in with the said Elizabeth his now intended wife in any receipt release discharge or assignment necessary to be given on receiving any monies due or to grow due to the said Elizabeth as aforesaid. Provided also, and it is agreed by and between the said Parties to these presents, that the said John Payne Serjeant his Executors and Administrators shall from time to time and at all times hereafter be indemnified and saved harmless out of the separate Estate of the said Elizabeth Ruple from all manner of costly damages and

trouble that he may sustain incur or be put to for or by reason of the said John Payne Sergeant's joining or being made a party in any action for recovering any part of the Estate of the said Elizabeth or his being a party to any Release or Receipt that may be given upon recovering any part of the said Elizabeth's Estate as aforesaid or on any other account whatsoever relating to the said separate Estate, In Witness whereof the said parties have subscribed their names and affixed their seals the day and year first above written, In^o S. Sargeant, Ed^d Elizabeth^{her} X Ruple Ed^d W^m Payne Ed^d Witnesses J. S. Gilbert - Charleston J. Personally appeared W. John Joseph Gilbert who being duly sworn made oath that he was present and saw John Payne Sergeant and William Payne severally sign seal and Elizabeth Ruple make her mark, 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 signed his name as a witness thereto - Sworn to the 8th day of August 1797 before ^{John Sargeant and Party} ~~Stephen Towne~~ & J. S. R. Recorded 8th August 1797

South Carolina

*This Indenture Tripartite made the seven-
teenth Day of July in the year of our Lord one thousand seven hundred
seven hundred and ninety seven, Between Philip Keyle of
Charleston Doctor of Physic of the First Part, Elizabeth Nash Ford
of Charleston aforesaid of the second Part, and Mary Ford, Hannah
Ford and Thomas William Price of the Third Part, Whereas a Mar-
riage is intended shortly by the Grace of God to be had and solemniz-
ed by and between the said Philip Keyle and Elizabeth Nash Ford, and
Whereas the said Elizabeth Nash Ford is possessed as of her proper Good
and Chattels of certain Negro Slaves eleven in number, all which
are hereinafter more particularly mentioned and described and
hereby intended to be conveyed, and Whereas the said Philip Keyle
is seized, in Fee and possessed of all those three several Tracts of Land con-
taining respectively two hundred acres, one hundred and thirty acres
and three hundred acres, lying contiguous and adjoining to each other
and being united form and compose one Plantation or Tract of six hun-
dred and thirty acres of Land, situate on the Horse Shoe Savannah in
Colleton County in the State aforesaid, and Butting and Bounding
to the Northward partly on a Tract of one hundred and seventy one
acres of Land, lately sold by Francis Gorge unto George Austin
partly on Land now or late of William Walter, to the Eastward -
partly on Land now or late of Thomas Elliott and partly on Land
now or late of Philip Key, to the Southward partly on Land
now*

now or late of the said Thomas Elliott, partly on land now or late of the said Philip Heat, partly on land now or late of William Mitchell, and partly on land now or late of Daniel Begare and to the Westward partly on land now or late of the said Daniel Begare, and partly on land now or late of the said William Matter, and hath such Shape Form and descriptive marks, as appear and are represented by a delineated Plat thereof annexed to a Deed of Release bearing Date the sixth day of July in the year of our Lord one thousand seven hundred and ninety seven, made and executed to the said Philip Keyle by Isaac Ford, and in consideration of their said intended Marriage it hath been fully and freely agreed upon by and between the said Philip Keyle and Elizabeth Nash Ford signified by their being Parties hereunto that she the said Elizabeth Nash Ford shall bargain sell and deliver the aforesaid Slaves unto the aforesaid Mary Ford, Hannah Ford and Thomas William Price, and the Survivors and Survivor of them the Executors and Administrators of such Survivor in Trust for and upon the several uses intents and purposes hereinafter expressed and contained, and also that the said Philip Keyle shall charge with and make liable his Plantation aforesaid for the raising and securing of the sum of one thousand Pounds on the several Trusts and Remissions, and to such intents and purposes as are hereinafter particularly specified and declared. Now This Indenture Witnesseth that the said Elizabeth Nash Ford by and with the Privy and consent of the said Philip Keyle her intended Husband signified by his being party hereunto, and for and in consideration as well of the intended Marriage aforesaid as of the sum of Five Shillings to her in hand paid at and before the sealing and delivery of these Presents, hath bargained and sold and by these presents doth bargain sell and deliver unto the said Mary Ford, Hannah Ford and Thomas William Price, all those the following Negro Slaves by name Flora, Bahama, Ismael, Tom, Cole, Leonora, Lucretia, Robert, Jack, Emily Webster and Roger, together with the future Issue and Increase of such of them as are Females, To have and to hold the said several Negro Slaves with the future Issue and Increase of such of them as are Females to the said Mary Ford, Hannah Ford and Thomas William Price the Survivors and Survivor of them the Executors and Administrators of such Survivor In Trust nevertheless and to and for the several Uses Intents and Purposes hereinafter expressed and contained that is to say in Trust for and to the use of the said Elizabeth Nash Ford from the executing of these Presents and until the said intended Marriage shall take place and be solemnized, to permit and suffer her the said Elizabeth Nash Ford

during, come, use bene this Esta taken by the said Nash Ford and no lo during, Issue and beh in case, Elizabeth of the said of her na Elizabeth the labo proper nation Nash Ford Bodies to Philip the use for ever alike the said Philip at her behoof for ever before the said and to the Ford her indent in cons of Five Deliver ledge both cor Admin Thomas the her and

during that time, to have, take, receive and enjoy the labor income Issue and Emoluments of the said Slaves to her own proper use benefit and behoof and from and after the determination of this Estate, and when the said intended Marriage shall have taken effect and be solemnized, then In Trust for and to the use of the said Philip Naylor the intended Husband of the said Elizabeth Nash Ford for and during the full time and term of his natural life and no longer, to permit and suffer him the said Philip Naylor during that time to have, take, receive and enjoy the labor Income Issue and Emoluments of the said Slaves to his own proper use benefit and behoof, and from and after the determination of this Estate, and in case the said Philip Naylor shall depart this life, before the said Elizabeth Nash Ford then and in that case, In Trust for and to the use of the said Elizabeth Nash Ford for and during the full time and term of her natural life and no longer, to permit and suffer her the said Elizabeth Nash Ford during that time to have take receive & enjoy the labor, Income and Emoluments of the said Slaves to her own proper use benefit and behoof and from and after the determination of this Estate, and in case the said Philip Naylor and Elizabeth Nash Ford shall both depart this life leaving Issue of their joint Bodies begotten living at the death of the survivor of them the said Philip Naylor and Elizabeth Nash Ford, then In Trust for and to the use of such Issue his her or their Executors and Administrators for ever to be equally divided among them share and share alike as Tenants in Common, and not as Joint Tenants, but in case the said Elizabeth Nash Ford shall depart this life, before the said Philip Naylor not leaving Issue of her Body by him, begotten living at her Death then In Trust for and to the absolute use Benefit & behoof of the said Philip Naylor his Executors and Administrators forever, or in case that the said Philip Naylor shall depart this life before the said Elizabeth Nash Ford not leaving Issue of his Body by the said Elizabeth Nash Ford living at his Death, then In Trust for and to the absolute use Benefit and Behoof of the said Elizabeth Nash Ford her Executors and Administrators forever, And This Indenture further Witnesseth that the said Philip Naylor for and in consideration as well of the said intended Marriage as of the sum of Five Shillings to him in hand paid at and before the making and Delivery of these presents the Receipt whereof he doth hereby acknowledge, hath covenanted, promised and agreed, and by these Presents doth covenant promise and agree for himself his Heirs Executors and Administrators, to and with the said Mary Ford, Hannah Ford and Thomas William Price, and the survivors and survivor of them & the Heirs Executors and Administrators of such survivor in manner and form following that is to say, that he the said Philip

style his Heirs and Assigns from the time of executing these Presents
 and at all times hereafter will stand seised of, have hold and pos-
 sess the said Plantation or Parcel of land above particularly de-
 scribed and the appurtenances upon the several Trusts uses and
 limitations, and under the charges and incumbrances hereinafter
 particularly specified and declared, that is to say, In Trust for and
 to the use of him the said Philip Neyle during his natural life and
 no longer, and from and after the determination of that Estate, and in
 case the said Elizabeth Nash Ford shall survive the said Philip Neyle,
 or not surviving him shall leave Issue living at her Death which
 Issue shall survive the said Philip Neyle, Then In Trust for a charge
 with the raising either by sale or other ways at the discretion of the
 said Mary Ford, Hannah Ford and Thomas William Price the sur-
 vivors or survivor of them, the Heirs Executors or Administrators
 of such survivor, of the sum of one thousand Pounds to be held and applied
 by the said Mary Ford, Hannah Ford and Thomas William Price the
 Survivors or Survivor of them, the Heirs Executors or Administrators
 of such survivor in manner following that is to say, in case the
 said Elizabeth Nash Ford shall survive the said Philip Neyle, to the
 use Benefit and behoof of the said Elizabeth Nash Ford during the
 term of her natural life and no longer, and from and after the
 determination of this Estate and in case the said Philip Neyle &
 Elizabeth Nash Ford shall both depart this life, leaving Issue of
 their joint Bodies begotten, living at the Death of the survivor
 of them, then to the use benefit and behoof of such Issue their
 Executors and Administrators for ever to be equally divided
 among them share and share alike, but in case the said Philip
 Neyle should depart this life before the said Elizabeth Nash
 Ford, without leaving Issue of their joint Bodies living at his
 Death, then to the use benefit and behoof of the said Elizabeth
 Nash Ford her Executors and Administrators for ever, or should
 the said Elizabeth Nash Ford depart this life before the said Philip
 Neyle without leaving Issue of their joint Bodies living at her
 Death then to the use Benefit and behoof of the said Philip Neyle
 his Executors and Administrators for ever, and as to the residue
 of the said Parcel of land after raising the sum of one thousand Pounds
 aforesaid to the use benefit and behoof of his own Right Heirs for
 ever, and the said Philip Neyle for himself his Heirs Executors and
 Administrators doth further Covenant promise and agree to and
 with the said Mary Ford, Hannah Ford and Thomas William Price
 the survivors and survivor of them, the Heirs Executors and Adminis-
 trators of such survivor, that he the said Philip Neyle and his Heirs
 and all and every other person and persons and his and their Heirs
 having or lawfully claiming any Estate Right Title or Interest
 of in or to the said Premises above in and by these Presents released

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and confirmed, or any part thereof, by, from or under him or them shall & will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges in the Law of the said Mary Ford, Hannah Ford and Thomas William Price their Heirs or Assigns make do and execute, or cause or procure to be made done and executed all and every such further and other lawful and reasonable act and acts thing and things, device and devices, conveyance and conveyances assurance and assurances in the Law whatsoever, for the further better and more perfect granting conveying, releasing, confirming and assuring of all and singular the Premises aforesaid, with the appurtenances, and every part and parcel thereof unto the said Mary Ford & Hannah Ford and Thomas William Price, their Heirs and Assigns, to the several uses intents and purposes aforesaid, as shall be reasonably advised and required, Provided nevertheless and it is hereby declared to be the true Intent and meaning of these presents, and of the parties hereunto that if the said Elizabeth Nash Ford shall die leaving Issue and the said Philip Keyle shall survive the said Elizabeth Nash Ford he shall possess full Power to make such sale or disposition by Deed or Will of the said Negroes and the said sum of one thousand Pounds to and among such Issue as he shall think fit, but in case of no such disposition by him made, then the said Negroes and sum of Money to inure to and be held on the several Trusts and Limitations, and to the uses above herein specified and contained, In Witness whereof the Parties to these Presents, have hereunto interchangeably set their hands & seals the day and year first above written.

sealed & Delivered in the presence of the

words "to and among such Issue" being first interlined between the fourth & fifth lines from the conclusion J. Ford, John Glen

Philip Keyle *RS*
 Elizabeth Nash Ford *RS*
 Mary Ford *RS*
 Hannah Ford *RS*
 T. W. Price *RS*

Charleston 2^d Personally appeared W. Isaac Ford who being duly sworn made oath that he was present and saw Philip Keyle Elizabeth Nash Ford, Mary Ford, Hannah Ford and Thomas William Price 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 John Glen signed their names as Witnesses thereto, Sworn to the 5th day of September 1797 before John Sanford Dart JP 2^d Recorded 5th September 1797

South Carolina

This Indenture made the twelfth day of June in the year of our Lord one thousand seven hundred and ninety seven, and in the twenty first year of the Sovereignty and Independence of the United States of America, Between Lydia Towner of the District of Georgetown in the State of South Carolina Spinster of the first part, John Coachman of the same District and State Planter of the second part and Paul Michau and Joseph Blyth of the District and State aforesaid Planters of the

142 third part, witnesseth that whereas a Marriage is intended to be -
shortly had and solemnized between the said Lydia Towner and the
said John Coachman, and whereas the said Lydia Towner is entitled
to the sum of Five hundred Pounds Sterling by virtue of a certain Bond
or Obligation given in Trust by the above named Paul Michau unto
George Mitchell of the State of North Carolina as by the said Bond or
Obligation will more fully appear, and is also entitled to a certain
part or proportion of a Plantation or Tract of Land which belonged to
the late Mr. Samuel Glegg the Grandfather of the said Lydia Towner -
situate lying and being on Waccamaw Neck in the District of George-
town aforesaid immediately after the death of the said Paul Michau
who has a life Estate therein, and whereas the said Lydia Towner is
entitled to or possessed in her own right of thirty head of cattle, and
whereas in prospect and consideration of the said intended Marriage
the said Lydia Towner and the said John Coachman have agreed that
the said Five hundred Pounds Sterling shall be laid out in the purchase
of Negro or other Slaves which when bought together with the said
Cattle and the Estate which she the said Lydia Towner hath in the
above mentioned Land is to be held by the said Paul Michau and
Joseph Blyth In Trust for the several and respective uses intents and
purposes hereinafter mentioned expressed and declared of and concern-
ing the same, Now this Indenture also witnesseth that in pursu-
ance of the said agreement and in consideration of the said intended
Marriage, and also for and in consideration of Five Pounds Sterling
to the said Lydia Towner in hand well and truly paid by the said
Paul Michau and Joseph Blyth at and before the sealing and delivering
these presents, the receipt whereof is hereby acknowledged, she the said
Lydia Towner, by and with the privy consent approbation and
agreement of the said John Coachman testified by his being made
a party to and signing sealing and delivering these presents
hath granted bargained and sold, and by these presents, Doth grant
bargain and sell unto the said Paul Michau and Joseph Blyth and the
Survivor of them his Executors and Administrators the said thirty
head of cattle together with the future increase thereof, and hath
assigned transferred and set over, and by these presents Doth assign
transfer and set over unto the said Paul Michau and Joseph Blyth
and the Survivor of them his Executors and Administrators the said
Five hundred Pounds Sterling, In Trust nevertheless and for the
intent and purpose that the said Money shall be laid out by them
to the best advantage in the purchase of Negro and other Slaves, To
have and to hold the said thirty head of cattle and the increase thereof
and also the said Five hundred Pounds Sterling until the same shall
be laid out in the purchase of Negro and other Slaves as aforesaid
and immediately after the purchase thereof as aforesaid, To have
and to hold the said Negro and other Slaves together with the fu-
ture issue and increase of such of them as shall happen to be females
unto the said Paul Michau and Joseph Blyth and the Survivor of

them his Executors and Administrators, In Trust for the said Lydia Towner -
 her Executors Administrators and Assigns, until the said intended mar-
 riage shall be solemnized and take effect, and immediately after
 the solemnization thereof, In Trust for the said John Coachman and Lydia
 his wife during their joint lives, and to be by them used occupied and
 enjoyed without any restraint, controul or interruption of or by the
 said Paul Michau and Joseph Blyth or the survivor of them his Execu-
 tors ~~and~~ Administrators on any account or pretence whatsoever, and
 if it shall so happen that the said Lydia shall survive her husband
 the said John Coachman, then on that event and contingency it is the
 true intent and meaning of the said parties, and of these presents, that she
 the said Lydia the wife of the said John Coachman shall from thenceforth
 be entitled to and possessed of the said Money or Negro and other Slaves
 as the case shall happen to be together with the future Issue and Increase
 of such of the said Slaves as shall happen to be females and cattle as aforesaid
 and for the use benefit and behoof of her the said Lydia so surviving her
 Executors Administrators and Assigns for ever, acquitted and discharged
 of any further or other Trust limitation or appointment whatsoever,
 but in case there shall be Children of the said marriage, and the said John
 Coachman shall survive the said Lydia his wife then In Trust for the said
 John Coachman during the term of his natural life the said John Coachman
 to have the possession thereof without any restraint controul or interrup-
 tion of or by the said Paul Michau and Joseph Blyth or the survivor of them
 or the Executors or Administrators of such survivor on any account or pre-
 tence whatsoever, and from and immediately after the death of the said John
 Coachman In Trust for all and singular the Children of the said John
 Coachman and the said Lydia his wife, and the lawful Issue of any such
 Children who may happen to be dead equally and impartially to be shared
 and divided between and among them and their Executors Administra-
 tors and Assigns for ever as Tenants in common and not as joint Tenants
 but the Issue of any such deceased Child to take on the said division
 only a Child's part or share in right of the Child such Issue shall repre-
 sent if more than one Child of the said marriage shall be living, but if
 only one Child of the said marriage shall be then alive, then In Trust for the
 use benefit and behoof of such only Child or the Issue of such Child then decess-
 ed his her or their Executors Administrators and Assigns (as the case may be)
 for ever the latter to take as Tenants in common, and in default of Children
 or any Child, of the said John Coachman and the said Lydia his wife or
 their or any of their Issue living at the time of the decease of him the said
 John Coachman and he the said John Coachman surviving the said
 Lydia his wife, then on that contingency the said John Coachman's Execu-
 tors Administrators and Assigns shall be entitled to the whole of the pro-
 perty secured by virtue hereof for ever acquitted and discharged of any
 further or other Trust limitation or appointment whatever, pro-
 vided nevertheless and it is the true intent and meaning of the
 said parties and of these presents that no part of the Negro or other

Slaves and Cattle hereby settled and secured in manner aforesaid shall be liable to be taken, seized or sold for the satisfaction of any Debt, Contract Demand, Judgment or Execution that now is shall or may hereafter on any account whatever be due or owing by, brought against obtained, entered up, or issued against him the said John Coachman to the prejudice of the said Lydia his Wife or of the Children of the said marriage, And whereas the said Lydia Towner is entitled to a distributive part share or proportion of the Estate and Effects of which her Father the late Captain Joseph Towner died possessed which still remains undivided, it is therefore the true intent and meaning of the said parties and that whenever and as soon as the same shall be ascertained ^{reduced} and to possession her said distributive part share or proportion thereof, shall be subject to the Trusts Limitations, Conditions, Restrictions and Proviso aforesaid in the same manner to all intents and purposes as if a particular specification thereof, had been hereinbefore made and contained, and for the perfecting thereof, and more perfect assurance of the above mentioned Land, he the said John Coachman for himself his heirs Executors and Administrators doth hereby covenant promise and agree to and with the said Paul Michan and Joseph Blyth and the Survivor of them his Executors & Administrators that upon their or either of their request and desire he the said John Coachman shall and will make do and execute or cause and procure to be made done and executed such further & other lawfull and reasonable Act and Acts, Deeds and Deeds, Things and Things, Devices, Assignments and Assurances in the Law whatsoever for the purpose aforesaid, as by them the said Paul Michan and Joseph Blyth, and the Survivor of them, his Executors or Administrators or his or their Counsel shall be reasonably devised or advised and required, In Witness whereof the said parties to then presents have hereunto interchangeably set their Hands and Seals on the day and year first above written Lydia Towner (Hd) John Coachman (Hd) sealed and Delivered the words "and Cattle as aforesaid" being first interlined between the second and third lines from the top of the second sheet In presence of John Postell Peter Querry, S. Carolina, Geo Town District, Before me Francis G. Deliepseline one of the Justices for a District, & Personally appeared Peter Querry who being duly sworn & maketh oath he was present and saw Lydia Towner and John Coachman sign seal and as their Act and Deed deliver the within Instrument for the purposes within mentioned, and that John Postell with him the Deponent did sign their names as Evidences thereto in the presence of each other Pet. Querry Sworn to before me this 2^d Day Sept^r 1797
 Fras. G. Deliepseline
 Recorded 6 September 1797-

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This Indenture tripartite made the Eleventh day of September in the year of our Lord one thousand Seven Hundred and Ninety Seven Between William Rutledge of Charleston in the State aforesaid Esquire of the first part and Ann Grimke Coslet daughter of Ann Coslet widow of the same place of the second part, the said Ann Coslet the Honorable John Faucheraud Grimke and Edward Rutledge also of the same place Esquires of the third part WHEREAS a Marriage is shortly intended to be had and solemnized between the said William Rutledge and the said Ann Grimke Coslet. AND whereas the said Ann Grimke Coslet at the time of executing of these presents is and stands seized in fee simple of and in the part or piece of the lot of Land in Charleston aforesaid herein after more particularly described, and also possessed of interested in or intitled to an undivided third part of a certain leasehold Estate in Ireland hereinafter also more particularly described, and also of Monies at Interest on public & private Securities to the Amount of one thousand Pounds or thereabouts lawful Money of the said State. AND whereas upon the treaty and previous to the said intended Marriage it hath been and is agreed between the said William Rutledge and Ann Grimke Coslet that the said piece or parcel of the said Lot of Land in Charleston with the appurtenances of her the said Ann Grimke Coslet should be by her granted and released unto the said Ann Coslet, John Faucheraud Grimke and Edward Rutledge their Heirs and Assigns to for and upon the several uses trusts intents and purposes in such manner as hereinafter is mentioned limited expressed and declared of and concerning the same.

AND that the said undivided third part of the
 said Lease hold Estate in Ireland, and Lands and
 Mevrages and other appurtenances thereto belong-
 ing and the said Monies at interest on public and
 private Securities as aforesaid shall be by her assigned
 to and vested in them the said Ann Coslet, John
 Faucheraud Grimke and Edward Rutledge to fort
 upon the several uses trusts intents and purposes
 herein after also mentioned expressed and declared
 of and concerning the same. Now this In-
 denture witnesseth and know all Men by these
 Presents that in pursuance of the said recited agreement
 and in consideration of the said intended Marriage
 and also in consideration of ten Shillings to the
 said Ann Grimke Coslet in hand paid by the said
 Ann Coslet, John Faucheraud Grimke the receipt
 whereof is hereby acknowledged, the said Ann Grim-
 ke Coslet, by and with the knowledge, privity con-
 sent and approbation of the said William Rutledge
 her intended Husband testified by his being a party to
 executing of these presents, Hath granted bargain
 ed Sold aliened released and confirmed and by these
 presents doth grant bargain sell alien release and
 confirm unto them the said Ann Coslet, John
 Faucheraud Grimke and Edward Rutledge, and to
 their Heirs and Assigns All that piece or parcel
 of a lot of Land in Charleston aforesaid, butting and
 bounding to the South on Broad Street, and contain-
 ing in front on said Street ^{feet more}
 or less and in depth therefrom, from South to North
^{feet more or less} and butting bound-
 ing to the West on Land of the said Ann Coslet and
 to the East on an Alley or passage between the same
 and land of ^{Hoolbeck}. Together with all and
 Singular the rights Members and appurtenances
 therunto belonging and the reversion and reversions
 remainder and remainders rents issues and profits
 thereof and also all the Estate right title interest

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147. property claim and demand whatsoever of her the said
Ann Grimke Goslet of in to or out of the same. And
this Indenture further Witneith that in fur-
ther pursuance of the said recited agreement, and for
the several considerations aforesaid, the said Ann
Grimke Goslet (by and with the knowledge privacy
consent and approbation of the said William Rutledge
testified as aforesaid) hath bargained sold assigned trans-
ferred and set over, and by these presents doth bar-
gain sell assign transfer and set over unto the said
Ann Goslet, John Faucheraud Grimke and Ed-
ward Rutledge their Executors Administrators and
assigns All the Undivided third part of her the said
Ann Grimke Goslet of in and out of the said lease
hold Estate called Annadone in the County of
Downe in Ireland and of all the Lands and
Tenements Meppages rights Members and appurte-
nances thereunto incident or belonging. And this
Indenture further Witneith that in pursu-
ance of the said recited agreement, and for other the
several considerations aforesaid, the said Ann
Grimke Goslet by and with the knowledge privacy
consent and approbation of the said William
Rutledge as aforesaid, hath assigned transfer-
red and set over, and by these presents doth as-
sign transfer and set over unto the said Ann
Goslet, John Faucheraud Grimke and Edward
Rutledge their Executors Administrators and as-
signs all and singular the public and private securities
aforesaid and all Monies due and to grow due thereon
To have and to hold the said piece or parcel of the
said Lot of Land in Charleston with all and singular
the appurtenances unto the said Ann Goslet, John Fau-
cheraud Grimke and Edward Rutledge their heirs and
assigns and to have and to hold also the said Undi-
vided third part of the said lease hold Estate in Ire-
land with the appurtenances thereunto belonging

148 and also all and singular the said public and private Securities for Monies belonging to the said Ann Grimké Goslet with all Monies due and to grow due thereon unto the said Ann Goslet, John Fauche said Grimké and Edward Rutledge their Executors Administrators and assigns upon the Special trust and confidence, and to and for the proper use and behoof of the said Ann Grimké Goslet her heirs Executors Administrators and assigns until the solemnizing of the said intended Marriage and from and immediately after the solemnisation thereof then in trust and to and for the joint use of the said William Rutledge and the said Ann Grimké Goslet his intended Wife for and during their joint lives, and from and after his decease in case the said Ann Grimké Goslet shall survive the said William Rutledge then to and for her proper use and behoof during her natural life and from and after her decease whenever the same may happen whether in his life time or after his decease, then upon trust and to and for the proper use and behoof of every such Child or Children of them the said William Rutledge and Ann Grimké Goslet his intended Wife as shall be then living at her decease to be equally divided between them share and share alike if more than one and to the heirs Executors and Administrators of such Child or Children respectively the share or shares of all and every Child or Children respectively to be paid and delivered to them, her or them respectively as he she or they attain the age of twenty one years respectively and in the mean time the rents issues, profits in come and interest of all and singular the said freehold and leasehold Lands and said Monies on

public and private Securities respectively to be to for
 the use and behoof of the said William Rutledge?
 And in case of the death of any Child or Children
 of them the said William Rutledge and Ann Grimke
 Boslet his intended Wife before the contingency
 aforesaid leaving any Child or Children the same
 shall stand in the place of the deceased parent or
 parents and be intitled to the share or shares which
 such deceased parent or parents would respectively
 have been entitled to if living equally to be di-
 vided amongst such Children if more than one
 and if but one wholly to that one and to the
 His Executors and Administrators of such
 Child or Children respectively. And in case there
 shall be no lawful issue of them the said
 William Rutledge and Ann Grimke Boslet his intended
 Wife or if there should be lawful issue of the said Ma-
 riage and the same should die or be extinct in the
 life ^{time} of the ~~same~~ said Ann Grimke Boslet and she should
 die in the lifetime of her said Mother ^{Ann Boslet and} the said Willi-
 am Rutledge then as to the said piece or parcel of the
 said lot of Land in Charleston and the said Undivided
 third part of the said Leasehold Estate in Ireland with
 the respective Appurtenances the same to be in trust
 and to and for the proper use and behoof of her
 said Mother the said Ann Boslet her His Ex-
 ecutors Administrators and Assigns respectively.
 And as to and concerning the said Sum of one
 thousand Pounds on Public and private Securi-
 ties the same to be in trust and to and for the
 proper use and behoof of the said William Rut-
 ledge his Executors Administrators and Assigns
 And in case the said Ann Grimke Boslet shall
 survive her said Mother without issue as afore-
 said then and in that case all and singular the said

150 Piece or Parcel of the said lot of Land and the said Undivided third part of the said Leasehold Estate with their respective appurtenances and the said public and private Securities with the Monies due thereon to be in trust and to and for the proper use and behoof of the said Ann Grimke Coslet her Heirs and Assigns Executors and Administrators respectively with power to dispose of the same, whether Married or Sole in such manner as she may by any Writing purporting to be her last will and testament or any other writing, to take effect during her lifetime executed by her in the presence of three or more credible Witnesses limit direct order and appoint. Provided always and it is hereby intended and agreed by and between all the Parties to these presents that if the said Ann Grimke Coslet shall be desirous and willing to sell and dispose of all or any of the said hereby granted released and Assigned Lands, Monies or interest or public or private Securities or other the premises and to lay out and invest the same in any other kind of property in such case the said Ann Coslet John Faucheraud Grimke and Edward Rutledge or the Survivor of them and the Heirs Executors and Administrators of such Survivor are hereby authorised & empowered to and they shall and will sell convey assign transfer and set over any part of the said premises to such Persons and for such Estates and interests and lay out and invest the Monies or other proceeds arising from such sale and disposal in such other property and manner as the said Ann Grimke Coslet shall and may from time to time notwithstanding her coverture by any Writing under her hand attested by two or