

more credible witnesses direct and appoint, soal
ways and it is hereby agreed that the Monies or other
proceeds or property arising or coming from such sale
and disposal as aforesaid shall be subject settled and
applied to and for and upon the same trusts uses in
tents provisos and purposes above expressed and
declared. And the said William Rutledge for him
self his heirs executors and Administrators doth here
by Covenant promise and agree to and with the
said Ann Goslet, John Taricher and Grimké & Ed-
ward Rutledge and the Survivor of them and the
Heirs executors and Administrators of such Survivor
that he the said William Rutledge his heirs Exe-
cutors and Administrators shall and will from time
to time and at all times hereafter make do and ex-
ecute or cause and procure to be made done and
executed all such further and other lawful and rea-
sonable Acts deeds conveyances in the law whatsoever
for the further better and more perfect conveying as-
signing, Assigning, and confirming of all and Singu-
lar the Heirs before mentioned and hereby released
and assigned premises unto the said Ann Goslet, John
Taricher and Grimké and Edward Rutledge their
Heirs Executors Administrators and assigns respective-
ly to for and upon the several trusts uses intents
purposes provisos and agreements herein before ex-
pressed and declared of and concerning the same as
by them their or any of their Counsel learned in
the law shall in that behalf be reasonably ad-
vised or required. In witness whereof the said
Parties to these Presents have hereunto set their
Hands and Seals on the day and in the year first
above written - W^m Rutledge / s^l / Ann G. Goslet / s^l /
Ann Goslet / s^l / J^r Grimké / s^l / Ed Rutledge / s^l -
Sealed and delivered in the presence of Roger Smith Robert
Smith, Charleston & Personally appeared The Right Reverend
Robert Smith who being duly sworn made oath that he

152. was present and saw William Rutledge Ann
Grimké Gossett Ann Gossett John Faucherd
Grimké & Edward Rutledge severally sign seal
and as their respective Act and deed deliver the
within Instrument of Writing to and for the uses &
purposes therein set forth and that be the Depo-
ment with Roger Smith signed their names as Witnes-
ses thereto. MOON to the 26th day of September 1797
before Stephen Ravenel 12 Recorded 26th Sep^r 1797

South Carolina

This Indenture
tripartite made the Sixth day of January in
the year of our Lord one thousand seven hundred
and Ninety seven. Between Thomas Percy Spierin
of the City of Charleston and State aforesaid Mer-
chant of the one part and Elizabeth Lahiff of
the same place ^{widow} of the second Part, and Thomas
Philips also of the same place of the third part.
Whereas a Marriage by Gods permission is shortly
intended to be had and solemnized between the said
Thomas P. Spierin and the aforesaid Elizabeth
Lahiff. AND whereas the said Thomas P. Spierin
and the said Elizabeth Lahiff stand seised in fe-
simple to them and their heirs for ever of the swe-
ral free hold Messuages Lands and Tenements
herein after named and intended to be hereby gran-
ted and released. And whereas it is intended by
these presents that the said Freehold Messuages
Lands and Tenements notwithstanding any joint
several or distinct interest the said Thomas P.
Spierin and the said Elizabeth Lahiff may have
or claim to the said Freehold Messuages lands
and Tenements that the same shall be

nevertheless subject to the here in after Limited
 Trusts, covenants intents and purposes - NOW THIS
 Indenture witnesseth that in consideration of
 the said intended Marriage the said Thomas P. Spierin
 and the said Elizabeth Schiff have granted bargain
 ed and sold, and by these presents doth grant bar
 gain and sell unto the said Thomas Philips his
 Heirs and assigns, all that House and Lot at the
 corner of King and Queen Streets formerly the property
 of John Geyer and by him lately sold to the said Eli
 zabeth Schiff, and also all that Tract of Land situ
 ate on the Main Road leading from Charleston ~
 known and distinguished by the name of the Quarter
 House formerly the property of James Nicholson
 Esquire and Patrick Duncan, and by them lately sold
 to the said Thomas P. Spierin and the said Elizabeth
 Schiff. Together with all and singular the appur
 tenances thereunto belonging and the Remainders
 Remainders, Reversion and Reversions, Rents issues
 and Profits, and all claim, right and title which
 the said Thomas P. Spierin and the said Elizabeth
 Schiff may now or hereafter have either in Law
 or Equity unto the above described premises. ~
 To have and to hold the Messuages Lands and
 Tenements with all and singular the premises
 herein before mentioned and intended to be hereby
 granted and released with their and every of their
 appurtenances unto the said Thomas Philips his Heirs
 and assigns to for and upon the several uses, trusts
 intents and purposes and subject to the limitations
 and agreements hereinafter mentioned expressed and
 declared concerning the same, that is to say In trust
 for the said Thomas P. Spierin and the said Eliza
 beth Schiff until the Solemnisation of the said
 intended Marriage and immediately after the

154 Solemnization thereof to the use benefit and ~~purpose~~
purposes of the said Thomas P. Spierin and the said Eliza-
beth Leahiff during their joint lives and at the death
of either of them one Moiety thereof or half part to be
Subject to their last Will and Testament, and the
other Moiety or half part to the last Will and Tes-
tament ^{of the survivor and in default of such Will or Testament} or other legal appointment their Moiety there-
of to their respective right heirs. In Testimo-
ny whereof the said Parties to these presents
have hereto set their Hands and Seals on the day
and year first above written. Tho^s P. Spierin *Esq*
Elizabeth Leahiff *Esq*. Tho^s Phillips *Esq*.
Signed Sealed and delivered in the presence of P. Dun-
can, Isaac Griggs. Charleston Personally ap-
peared Mr. Patrick Duncan who being duly sworn
made Oath that he was present & saw Thomas
P. Spierin, Elizabeth Leahiff & Thomas Phillips
severally sign Seal and as their respective acts
and deliver the foregoing Instrument of writ-
ing to and for the uses and purposes therein
set forth, and that he the Deponent with
Isaac Griggs signed their names as Witnesses
thereto. Shown to the 26th day of September
1797 before Dan^l Smith JP. Recorded 26th
Septem^r 1797

State of South Carolina

This Indenture tripar-
tite made the Eighth day of May in the year
of our Lord one thousand seven hundred and Ninety
Seven. Between Helen Cummins of Beaufort
in the State of South Carolina aforesaid Spinster
of the first part, Daniel Garrel and Benjamin
Cepoon of the said State Gentlemen of the second
part and Arthur Bryan of the City of Charleston
in the State aforesaid Gentleman of the third part.

Whereas a Marriage by Gods permission is shortly to be had and
 solemnized by and between the said Helen Cummins and the afore-
 said Arthur Bryan, and whereas the said Helen Cummins is
 now possessed in her own right of a personal Estate consisting of
 the following articles that is to say one negroe wench named
 Molly and a negroe Boy named Pompey, one ~~set~~ of Dining Table
 one Tea Table one pair Card Tables one side Board one dozen
 Chairs, two Chests of Drawers, one Cloathes Press, two Bedsteads
 and Bedding six pair of Sheets, six Blankets, six Quilts
 one Toilet, one sett brockery and Glass ware six large sil-
 ver spoons, one Milk Pot, one dozen Silver Tea spoons two sets
 of China, two pair fire dogs and fenders one pair of looking
 glasses and sundry articles of Kitchen furniture which
 said Personal Estate the said Arthur Bryan will be entitled
 to take have and receive on the solemnization of the said in-
 tended Marriage, and whereas in consideration of the said in-
 tended Marriage, and of its taking effect it is consented cove-
 nanted and agreed by and between the aforesaid Arthur Bry-
 an and the said Helen Cummins that the aforesaid Personal
 Estate of her the said Helen Cummins in case the said intended
 Marriage shall take effect and be solemnized shall be set-
 tled and secured in the manner in these indentures men-
 tioned specified and declared of and concerning the same.
 Now this Indenture witnesseth that for and in consideration
 of the said intended Marriage and in pursuance of the said Agree-
 ment and for and in consideration of the sum of ten thousand
 Sterling to the said Helen Cummins in hand well and truly
 paid by the said Daniel Farrel and the said Benjamin Pepoon
 at and before the sealing and delivery of these presents the re-
 ceipt whereof is hereby acknowledged she the said Helen Cummins
 by and with the privity consent and approbation of the said Arthur
 Bryan testified by his being a party to these presents, hath
 given granted bargained sold assigned transferred and
 set over and by these presents doth give grant bargain sell
 assign transfer and set over unto the said Daniel Farrel and
 Benjamin Pepoon their Executors Administrators and assigns
 the aforesaid negroe wench Molly and Boy Pompey articles
 of Personal Property aforesaid, and all the right title interest
 property claim and demand whatsoever which she the said
 Helen Cummins now hath to the same or any part thereof
 to have and to hold the said negroe wench Molly & Boy
 Pompey together with the future Issue and Increase of the said
 wench Molly, and all and every the aforesaid other Personel

Estate of her the said Helen Cummins and every part thereof unto
the said Daniel Barrell and Benjamin Pepoon their Executors Adminis-
trators and Assigns forever, upon such Trusts never the less and to
and for the several uses intents and purposes herein after mentioned
limited appointed and declared of and concerning the same
that is to say in Trust for the said Helen Cummins her Executors Admin-
istrators and Assigns until the solemnization of the said intended
marriage and from and after the solemnization thereof In Trust to
permit and suffer the said Arthur Bryan and the said Helen Cummins
and the survivor of them to take and receive the said Negro wench
Molly and Boy Pompey together with the future issue and increase
of the said wench, and also all and every the other Personal Property
aforesaid of the said Helen Cummins into their possession and to
use exercise and make use of the same as they the said Arthur Bryan
and Helen Cummins his intended wife shall think necessary
for and during the joint and natural lives of him the said Arthur
Bryan and the said Helen Cummins his intended wife and for and
during the longest liver of them, and from and immediately after
the death of the said longest liver of them, then upon Trust and to
and for the use benefit and advantage of the Child or Children
of such Marriage to be equally divided between them and in
default of such Child or Children, then upon Trust and to and
for the use benefit and behoof of such survivor his or her Execu-
tors Administrators and Assigns forever, but upon this ex-
press limitation and condition that the said Personal Property
and Estate of her the said Helen Cummins aforesaid mentioned nor
any part thereof shall not be subject or liable to the controul of the
said Arthur Bryan so as to pay or made subject to pay or satisfy
any of the Debts or sums of money which now are or may be due
to any person or persons by the said Arthur Bryan at any time
hereafter, In Witness whereof the said Parties to these Presents
have interchangeably set their hand and seals the day and
year first above written Helen Cumming s/ Daniel
Barrell s/ Benjamin Pepoon s/ Arthur Bryan s/
Signed sealed and Delivered in the presence of the word Elizabeth
being first erased and the word Helen interlined in the fifth line
from the bottom of the second sheet of this Indenture before signing
and sealing the same James Troup James S. Neilson witnesses to
Arthur Bryan and wife, Received on the day ^{year} of executing the within
Indenture of the within named Daniel Barrell and Benjamin
Pepoon the sum of ten Shillings Sterling being in full for the
consideration money within mentioned Helen Cumming
witness Jane Clayton. 1864 James Troup
State of South Carolina Charleston District Personally appeared
before me James Troup and James S. Neilson who being duly

sworn do make oath and say that they were present and heard the within named /late Helen Cummins now Helen Bryan/ and the within named Arthur Bryan her husband acknowledge the signing sealing and delivering the within Deed or Instrument of writing to and for the uses intents and purposes therein mentioned and that they the said James Group and James S. Wilson also heard the said Mrs. Helen Bryan /late Helen Cummings/ acknowledge the receipt of the consideration money therein mentioned. Sworn this 4th Day of October 1797 before me Charles Sewell. Recorded 5. October 1797.

South Carolina. ✓
Whereas a Marriage is intended to be shortly had and celebrated between the Honble Thomas Pinckney Esquire and Frances Middleton, and whereas the said Thomas Pinckney hath agreed that the Fortune and Estate of the said Frances should be settled and secured to her in such way and manner, and for such uses as are herein after mentioned. Now know all men by these Presents that I Frances Middleton in pursuance of the said Agreement and in consideration of the sum of one hundred Dollars to me in hand paid by Rebecca Motte the Honble Charles Cotesworth Pinckney the Honble William Alston and Jacob Drayton Esquire, Have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Rebecca Motte, Charles Cotesworth Pinckney, William Alston and Jacob Drayton, all those Lots of land situate lying and being on East Bay and in Tradd Street, now in the respective Occupations of William M^cDonnold and Thomas Denny & known by the numbers 22, and 137, also all that Lot of land in George Street on which an House is now erecting by H. Macky also all that Plantation situate on Four Mile Creek in Santee River containing about thirteen hundred Acres more or less, being part of an Island known by the name of Savage or Cedar Island, and also all my Right Title and Interest of in and to any other Real Estate together with all and singular the Rights Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining, To have and to hold all and singular the Premises before mentioned unto the said Rebecca Motte, Charles Cotesworth Pinckney William Alston and Jacob Drayton their Heirs and Assigns for ever, upon such Trusts never theless and to such uses, Limitations and appointments, as shall be hereafter declared, And know ye also that in consideration aforesaid I Frances Middleton have granted bargained and sold and by these Presents do grant bargain sell and deliver unto the said Rebecca Motte, Charles Cotesworth Pinckney, William Alston and Jacob Drayton my third part or share of two hundred and forty Negroes more or less being my share of the Negroes

158 lately of John Middleton Esquire deceased, and to which I became
entitled, as his widow, together with all my Right Title and Interest
of in and to any other Personal Estate, in what ever the same may
consist, To have and to hold all and singular the said Negroes and
other Slaves with the future Issue and Increase of such as are Females
unto the said Rebecca Motte, Charles Cotesworth Pinckney William
Alston and Jacob Drayton their Exors Admors and Assigns for ever
upon Trust nevertheless and to and for the uses intents and purposes
hereinafter expressed of and concerning the same that is to say
as touching and concerning all and singular the said Real and
Personal Estate of what nature or kind soever to the use of the said
Frances Middleton until the said Marriage shall take effect, and
from and after the celebration of the same then to hold the same
to the use of the said Thomas and Frances during their joint lives, and
in case the said Frances shall survive the said Thomas, then to her, her
Heirs Executors and Administrators, absolutely freed and discharged
of and from all Trusts and limitations whatsoever, But in case
the said Thomas shall survive the said Frances, then to him during
the term of his natural life, without Impeachment of waste, and
from and after his decease then to such Person and Persons and
for such Estate or Estates, as she the said Frances notwithstanding
her coverture shall by any Instrument in writing purporting
to be her last will and Testament direct limit and appoint.
Provided nevertheless that neither the said Thomas Pinckney
nor his Heirs Executors or Administrators shall be answerable
to any Person or Persons whomsoever for any Monies which may
be received during Coverture from the Choses in Action of the
said Frances, or for the Expenditure or Consumption of such
Things as are commonly used in Families or on Plantations.
Provided also that it shall and may be lawful to and for the said
Rebecca Motte, Charles Cotesworth Pinckney, William Alston and
Jacob Drayton or a Majority of them, or the Survivors, or a majority
of them or the Survivor, by and with the Consent and Approbation
of the said Frances and Thomas to be signified in writing to sell
and convey all or any part of the said Real and Personal Estate
hereby conveyed, and to invest the proceeds of such sale, in any
other property to be approved of by the said Frances and Thomas
subject nevertheless to such uses and Trusts as the Estates here-
by conveyed are subjected to, Witness my Hand and Seal this
Eighteenth day of October in the year of our Lord one thousand
Seven hundred and ninety seven Rebecca Motte (s) Wm Alston (s)
Frances Middleton (s) (s) Jacob Drayton (s)
Sealed and Delivered in the presence of Ann Peronneau, Mary Bird
I have consented to and approved of this Settlement -
Witness
Ann Peronneau, Mary Bird Thomas Pinckney

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State of South Carolina Personally appeared Mary Bird who being
Charlestown District Sduly sworn made oath that she was pre-
sent and saw the within named Frances Middleton, Rebecca
Motte, William Alston and Jacob Drayton 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
she also was present and saw the within Thomas Pinckney
sign and as his Act and Deed deliver the within Instrument of
writing to and for the uses and purposes therein set forth, and that
she the Deponent with the within named Ann Peronneau signed
their names as witnesses to the due execution thereof, Sworn
Before me this 31st October 1797. John Sanford Dart S^r R^h.
Recorded 1st November 1797

State of South Carolina This Indenture Tripartite made the
second day of November in the year of our Lord one thousand
seven hundred and ninety seven, Between John Ball of the
City of Charleston of the first part, and Elizabeth St. John, Daugh-
ter of the late James St. John of Johns Island of the second part
and Lambert Dance and Archibald Ball of the City of Charleston
of the third part, Whereas a Marriage is shortly intended to be
had and solemnized between the said John Ball and the said Eliza-
beth St. John, And whereas the said Elizabeth St. John at the
time of executing of these presents under the last will and Testament
of her late Father James St. Johns deceased is and stands seized in
fee simple of and in an undivided moiety or half part of all those
lands and Real Estate and Negroes Slaves particularly mentioned
described and enumerated in the Schedule hereto annexed agreea-
ble to the act of Assembly passed the 22^d day of December in the year 1792
And whereas upon the Treaty and Previous to the said intended Marria-
ge it hath been and is agreed between the said John Ball and Elizabeth
St. John that the said undivided moiety and equal half part of the
said Real and Personal Estate particularly mentioned described
and enumerated in the Schedule hereto annexed should be by
her granted and released unto the said Lambert Dance and Archibald
Ball their Heirs and Assigns to and for and upon the several uses Trusts In-
tents and Purposes and in such manner as hereinafter is mentioned
limited expressed and declared of and concerning the same, Now This
Indenture 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 Five Pounds to the
said Elizabeth St. John in hand paid by the said Lambert Dance the
Receipt whereof is hereby acknowledged the said Elizabeth St. John by
and with the knowledge, privity consent and approbation of the said
John Ball her intended Husband testified by his being a Party to

160 and executing of these presents hath granted bargained sold aliened
released and confirmed and by these presents doth grant bargain sell
alien release and confirm unto the said Lambert Dance and Archibald
Ball and to their Heirs and Assigns All that undivided moiety or equal
half part of all the Estate Real and Personal particularly mentioned
described and enumerated in the Schedule hereto annexed of her the
said Elizabeth St. John together with all and singular the Rights Mem-
bers and appurtenances thereunto belonging and the Reversion and
Reversions, Remainder and Remainders Rents Issues and Profits thereof
and also all the Estate Right Title Interest Property Claim & Demand
whatsoever of her the said Elizabeth St. John of in to or out of the same -
To have and to hold the said undivided moiety or equal half part of all
and singular the said Real and Personal Estate particularly mentioned
described and enumerated in the Schedule hereto annexed of her -
the said Elizabeth St. John unto the said Lambert Dance and Archibald Ball
their Executors Administrators and Assigns upon the Special Trust and
confidence and to and for the proper use and behoof of the said Elizabeth
St. John her Heirs Executors Administrators and Assigns until the Solemniz-
ing the said intended Marriage and from and immediately after
the solemnization thereof then In Trust to and for the sole separate use
benefit and behoof of the said Elizabeth St. John during her natural life
with full power and authority to receive and take the Rents Issues and
Profits thereof during her natural life as her separate and distinct Estate
in as full and ample a manner as if she were sole and unmarried
without being subject to the debts contracts engagements Intermed-
dling or Incumbrances of her said Husband, and from and immedi-
ately after the decease of the said Elizabeth St. John In Trust for such
Person and Persons use and uses, Estate and Estates and subject to such
limitations and agreements as the said Elizabeth St. John by her
Last Will and Testament in Writing or any Instrument in Writing
purporting to be her last Will and Testament to be by her signed
in the presence of three credible Witnesses direct limit and appoint
and in default of such direction limitation or appointment -
then In Trust to and for the use and behoof of all and every the
Children of the said Elizabeth St. John which shall be living at the
time of her Death to be equally divided among them if more than one
share and share alike as Tenants in common and not as joint Ten-
nants and to the Heirs and Assigns of such Children respectively for ever
Provided always and it is hereby intended and agreed by & between
all the Parties to these Presents that if the said Elizabeth St. John shall be
desirous and willing to sell and dispose of all or any of the said hereby
granted released and assigned lands and negroes mentioned in the
said Schedule or other the premises and to lay out and invest the same
in any other kind of property in such case the said Lambert Dance
and Archibald Ball or the survivor of them and the Executors Heirs
and Administrators of such survivor are hereby authorized and

empowered to sell convey assign transfer and set over any part of the said premises contained in the said Schedule hereto annexed as the said Elizabeth St John shall and may from time to time notwithstanding her Coverture by any writing under her hand attested by three or more Credible Witnesses direct and appoint, so always as it is hereby agreed that the Monies or other Proceeds or Property arising or coming from such sale as aforesaid shall be subject settled and assured to & for upon the same Trusts Uses Intents, Provisions and purposes above expressed and declared, and the said John Ball for himself his Executors Administrators and Assigns doth hereby covenant promise agree to and with the said Lambert Lance & Archibald Ball their Executors Administrators and Assigns that he the said John Ball his Heirs Executors Administrators or Assigns shall and will from time to time and at all times hereafter make do & execute or cause to be made done and executed all and every such further and other lawful and reasonable Acts matters or things as Deeds or Conveyances for the further better and more perfect conveying assigning or assuring the said Real and Personal Estate mentioned and contained in the said Schedule hereto annexed unto the said Lambert Lance and Archibald Ball their Executors Administrators or Assigns to for or upon the several Trusts Uses Intents and Purposes herein before expressed and declared of and concerning the same as shall be reasonably advised or required In Witness whereof the said Parties to these Presents have hereunto set their Hands & Seals the Day & Year first above written

Signed Sealed and Delivered
in the presence Maryann Jefferys
Mary Gough St John, Lambert Gough Lance
Charles St John. Personally appeared Mr Lambert Gough Lance who being duly sworn made oath that he was present and saw John Ball, Elizabeth St John, Lambert Lance and Archibald Ball severally sign seal and as their respective Act and deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with Maryann Jefferys and Mary Gough St John signed their names as witnesses thereto sworn to the 3^d day of November 1797 before Stephen Ravenel Esq.

A Schedule of the Estate Real and Personal of the late James St John Esq. of Johns Island referred to in the within Deed of Marriage Settlement one Moiety or equal half part of which Elizabeth St John is entitled to after Payment of any Debts that may be unsettled, A Lot of land situate in Friend Street containing forty one feet on said Street and one hundred and forty one feet deep Situate on the West side of the Street butting and bounding to the East on Friend Street to the West on Rawlins Downes to the South on James Kennedy and to the North on Lambert Lance late Auden St John, a Piece of Ground containing ninety two feet and a half on the South side of Queen Street and one hundred thirty one

John Ball
Elizabeth St John
Lambert Lance
Archibald Ball

feet on Friend Street being a corner, bounding to the north on Queen Street
 aforesaid to the south on land of Lambert Dance, to the west on land that
 did formerly belong to the Estate of James St John but now to
 Marycke and to the east on Friend Street, A Plantation on Johns Island con-
 taining

Acres adjoining to lands now of Thomas Matthews -
 late Mr. Grahams, the following Negroes & Slaves viz. Bob, Tom, Sam,
 Renty, Paul, June, Tipperaca, Carolina, Stephen, Alick, March,
 Harry, Stepmey, Nanny, Bynah, Minda, Diana, Dido, Daphne,
 Sarah, Kagar, Little Nanny, Edoy, Hannah, London, Calia,
 Charles, Will, Kelly, Maria, Bellah, in all thirty one, a stock
 of Cattle containing forty five heads, sundry Articles of House-
 hold Furniture and Plate six horses

signed and sealed in Presence

of us Maryann Jefferys, Mary
 Gough St. John, Lambert Gough Dance

John Ball Esq
 Elizabeth St. John Esq

Lambert Dance Esq

A Ball Esq

Charleston W. Personally appeared Mr. Lambert Gough Dance
 who being duly sworn made oath that he was present and
 saw John Ball, Elizabeth St. John, Lambert Dance and
 Archibald Ball severally sign seal and as their act and
 deed deliver the foregoing Schedule for the uses therein set
 forth and that he the Defendant with Maryann Jefferys
 and Mary Gough St. John signed their Names as witnesses
 Sworn to the 3^d day of November 1797 before Stephen Ravenel J^r
 Recorded 3^d November 1797.

South Carolina

Know all men by these Presents that I Frederick
 Rutledge of Charleston Esquire am held and firmly bound unto
 General Charles Cotesworth Pinckney, Major Thomas Pinckney
 Charles Lucas Pinckney Henry Esquire and Mr. Harriott Henry in the
 full and just sum of twenty thousand Pounds Sterling Money,
 to be paid to the said Charles Cotesworth Pinckney, Thomas Pinck-
 ney, Charles Lucas Pinckney Henry and Harriott Henry and
 the survivors and survivor of them and the certain Attorneys Exe-
 cutors Administrators or Assigns of such survivor, to which
 payment well and truly to be made and done I bind myself and
 each and every of my heirs Executors and Administrators firmly by
 these presents, sealed with my seal and dated this eleventh
 day of October, in the year of our Lord one thousand seven hundred
 and ninety seven, and in the twenty second year of the Sovereignty
 and Independence of the United States of America, whereas
 a marriage is intended shortly to be had and solemnized between
 the above bound Frederick Rutledge and Harriott Pinckney Henry
 of Charleston aforesaid Spinster, and whereas on account of the
 Minority of the said Harriott Pinckney Henry a proper settle-
 ment cannot now be executed and therefore the said Frederick

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Rutledge hath agreed with the said Charles Cotesworth Pinckney, Thomas Pinckney, Charles Lucas Pinckney Horry, Harriott Horry, and the Survivors and Survivor of them and the Heirs Executors Administrators and Assigns of such Survivor, and also with the said Harriott Pinckney Horry in consideration of the said Marriage so to be had, to settle all and singular the Real and Personal Fortune and Estate of the said Harriott Pinckney Horry which she now hath or which she may hereafter have in the manner hereinafter specified by proper fit and legal conveyances and assurances, that is to say that he the said Frederick Rutledge will within six months after the said Harriott Pinckney Horry shall attain the age of twenty one years convey and assure and join with the said Harriott Pinckney Horry in conveying and assuring all and singular the said Real and Personal Fortune and Estate to the said Charles Cotesworth Pinckney, Thomas Pinckney, Charles Lucas Pinckney Horry and Harriott Horry and the Survivors and Survivor of them and the Heirs Executors Administrators and Assigns of such Survivor, & upon the following trusts that is to say that in trust to permit and suffer him the said Frederick Rutledge during the joint lives of them the said Frederick Rutledge and Harriott Pinckney Horry to take and receive the nett annual income of all and singular the said Real and Personal Fortune and Estate to the joint use of them the said Frederick Rutledge and Harriott Pinckney Horry but the same not to be subject to the present or any future debts or incumbrances of the said Frederick Rutledge, if the said Frederick Rutledge shall happen to depart this life leaving the said Harriott Pinckney ^{Horry} ~~Pinckney~~ ^{him} surviving, then all and singular the said Real and Personal Fortune and Estate to be taken held possessed and enjoyed by the said Harriott Pinckney Horry her Heirs Executors and Administrators absolutely freed & discharged from all trust and limitation whatsoever, if the said Harriott Pinckney Horry shall happen to depart this life leaving the said Frederick Rutledge surviving her, then one moiety or half part of the nett annual income of the said Real and Personal Fortune and Estate In Trust for the said Frederick Rutledge during the term of his natural life and the other moiety or half part of the said nett annual income In Trust for such person or persons as the said Harriott Pinckney Horry by her last will and Testament in writing or any other writing purporting so to be shall limit and appoint the same, and in default of such limitations and appointment by the said Harriott Pinckney Horry, then the nett annual income of all and singular the said Real and Personal Fortune and Estate In Trust for the said Frederick Rutledge during the term of his natural life, and from and immediately after the death of the said Frederick Rutledge

then

164 Then a moiety or half part of the said Real and Personal Fortune and Estate (the nett annual income of which is limited as aforesaid to the said Frederick Rutledge for life) and also the other moiety or half part of the said Real and Personal Fortune and Estate (the nett annual income of which is also limited to the said Frederick Rutledge for life in default of any limitation and appointment as aforesaid by the said Harriott Pinckney Horry) In Trust for the Children of the said Marriage living at the time of the death of the said Frederick Rutledge and the issue living at the time of the death of the said Frederick Rutledge of such Child or Children of the said Frederick Rutledge and Harriott Pinckney Horry as may be dead at the time of the death of the said Frederick Rutledge share and share alike such issue taking only as much as the respective Father or Mother would have taken if alive at the time of the death of the said Frederick Rutledge, but if there should be no issue of the said Marriage living at the time of the death of the said Frederick Rutledge nor issue then living of any Child or Children of the said Frederick Rutledge and Harriott Pinckney Horry which may be dead at the time of the decease of the said Frederick Rutledge as aforesaid, then all and singular the said Real and Personal Fortune and Estate In Trust for such person or persons as the said Harriott Pinckney Horry by her last Will and Testament in writing or any other writing purporting to be shall limit and appoint the same and in default of such limitation and appointment then all and singular the said Real and Personal Fortune and Estate In Trust for the right Heirs Executors and Administrators of the said Harriott Pinckney Horry for ever, and until that settlement is executed the said Real and Personal Fortune and Estate of the said Harriott Pinckney Horry shall from the time of the said Marriage be considered as subject to the said Trusts, in the said Settlement a clause is to be inserted empowering the said Charles Cotterworth Pinckney, Thomas Pinckney, Charles Lucas Pinckney Horry, and Harriott Horry and the survivors and survivor of them, and the Heirs Executors Administrators and Assigns of such survivor with the consent and by the desire of the said Frederick Rutledge and Harriott Pinckney Horry to sell or exchange all or any part of the said Real and Personal Fortune and Estate the property so received in exchange or the proceeds of such sale to be subject to the trusts and to be settled in the same manner as the said Real and Personal Fortune and Estate is herein before agreed to be settled, Now the Condition of the foregoing obligation is such that if the before bound Frederick Rutledge shall and do well & truly in all things stand to abide by & perform the foregoing agreement according to the true intent & meaning thereof, then the above obligation to be void of no effect or else to remain in full force & virtue Frederick Rutledge has sealed & delivered the words Harriott Horry being interlined in the first page in the presence of Henry Laurens, David Deas

Schedule

A Plantation containing about one hundred and fifty acres of River Swamp commonly called Edgewood situate upon Waxhaw Creek in the Parish of St. James Santee, A Plantation called Ely, situate on Santee River about four miles below denads Ferry, A Plantation called Harriott's Villa in St. Johns Parish upon Cooper River containing about ninety five acres of Swamp. the following Negroes and Slaves, To-wit: -
 Bram, Frank, Mathew, Corporal, Capers, Thajan, Strap, Glasgow, -
 Kent, Quash, Caesar, Solomon, Tom, Kit, Frank, John, Toby, Bevers, Ely, Paul, Ishmael, Sampson, Isaac, Tamerlane, Johnny, Moses, Dick, Caesar, Paul, Joseph, Johnny, Corydon, Scipio, London, Dick, Andrew, Newman, Billy, Bram, Mark, Tom, John, Adam, Jacky, Isaac, Eby, Janot, Hagar, Melly, Rachel, Mary, Roxana, Sarah, Fanny, Flora, Sylvia, Nancy, Mira, Lady, Dorcas, Hannah, Pusey, Betty, Judy, Kaley, Eley, Hagar, Flora, Mary, Phabe, Peggy, Sarahs, Peggy, Betty, Jenny, Bobbet, Flora, Sarah, Hannah, Belia, Catey, Moll, Jenny, Judy, Archer, Prince, Ripley, Ben, Cain, Greenwich, Deptford, Sambo, Sampson, Hercules, Cato, Jackey, Jimas, Charles, Barney, Jenny, Cord, Bob, Anthony, Johnny, Jacob, March, Lewis, Tom, Bob, Paul, Dick, Judy, Cuffy, Mollie, Chloe, Cinda, Diana, Phyllis, Dina, Rox, Jenny, Cynda, Kaley, Amosintha, Little Amosintha, Sally, Kanny, Molly, Kester, Rose, Bep, Miley, Hagar, Sussey, Nanny, Keatlan, Flora, Peter, Thomas, Clasp, Roger, Scipio, Jephaz, Judy, Cuffy, Agrippa. -
 the sum of two thousand Pounds Sterling in Money to be paid to the said Harriott Pinckney Horry, when she attains the age of twenty one years, Frederick Rutledge, Esq. Sealed and Delivered in the presence of Henry Laurens, David Deas, David Deas being duly sworn depose that he was present and saw Frederick Rutledge Esq. on the eleventh day of October last past sign seal and as his act and deed deliver the Instrument of writing hereunto annexed for the purposes therein mentioned and that Henry Laurens Esq. was also present at the said sealing and delivery and he and this Depo- nent signed their names as witnesses thereof, that he and the said Henry Laurens were also present and saw the said Frederick Rutledge sign and seal the schedule annexed to the said Instrument of writing, David Deas, Sworn to this sixteenth of Nov. 1797 - before me Dant. Smith, JP. Recorded 16th November 1797.

This Indenture made the seventh day of May in the year of our Lord one thousand seven hundred and ninety four, & in the eighteenth Year of the Sovereignty and Independence of the United States of America Between Charity Lushington of the City of Charleston in the State of South Carolina Widow of the first part, George Forrest of the same place Merchant of the second part and William Mason of the same place Esquire

and Thomas Karwon of ^S Thomas Parish Planter of the Third Part, -
 Witnesseth that in pursuance of a treaty and intended marriage
 to be had and solemnized between the said Charity Lushington and
 the said George Forrest and for and in consideration of the sum of five
 shillings Sterling Money of the said State to her the said Charity Lush-
 ington in hand well and truly paid by the said William Mason &
 Thomas Karwon at and before the sealing and delivery of these pre-
 sents the receipt whereof is hereby acknowledged she the said
 Charity Lushington, by and with the knowledge privity consent &
 approbation of the said George Forrest her intended husband tes-
 tified by his being party to and signing and sealing of these
 presents, hath granted bargained and sold & by these presents
 doth grant bargain and sell unto the said William Mason and
 Thomas Karwon their Executors Administrators and Assigns, all
 those five undivided shares each share consisting of one undivided
 twelfth part of two Town Lots viz^t That doth or piece of Land situate
 near Ansonborough in Charleston aforesaid being part of the
 lands commonly called Synches Pasture and which said Lot, is
 situate on the South side of a Street called Hazell Street and con-
 tains from East to West fronting on said Street seventy five
 feet and in depth from North to South one hundred feet be the same
 more or less, and is butting and bounding to the North on Hazell
 street aforesaid to the East on a Lot late ^{Mr} Bushells to the South
 on lands late of Admiral Franklins and to the West on lands late of
 Mr Edward Lightwood, and also that other piece of a Lot or parcel of
 Land situate lying and being on Froths Point in Charleston afore-
 said and known and distinguished in the General Plan of the Land
 commonly called Six Thomas Franklins Land by the letter F
 remaining on record in the Secretarys Office in this State con-
 taining in front on an intended Street thirty seven feet eight
 inches and on the back line thereof forty four feet ten inches &
 in depth on the North side one hundred and thirty two feet and
 on the South side one hundred and forty three feet butting and
 bounding to the Eastward on Boddings Land to the Westward
 on an intended Street and to the Northward on Land late Edward
 Lightwoods and now in the Occupation of Daniel Latham and
 Together with five undivided parts or shares of all and singular
 the Houses out houses Baifices Buildings Fences Wells Waters Wa-
 ter courses Commodities advantages Priviledges Hereditaments
 rights members and appurtenances whatsoever to or upon the
 said two Lots or pieces of Land or either of them standing being
 belonging or anywise incident or appertaining, and the
 Reversion and Reversions, Remainder and Remainders Rents
 Issues and Profits thereof and of every part and parcel thereof
 To have and to hold the said five undivided parts or

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shares of the said two lots or pieces of land and all and singular other the premises herein before mentioned and hereby intended to be conveyed unto the said William Mason and Thomas Karwon their Executors Administrators and Assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be compleat and ended. Yielding and Paying therefore unto the said Charity Lushington her heirs and Assigns the Rent of one Pepper Corn only on the last day of the said term if the same shall be lawfully demanded to the intent and purpose that by virtue of these presents and of the Statute for transferring of uses into possession made of force in this State the said William Mason and Thomas Karwon may be in the actual possession of all and singular the premises herein above mentioned and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them and their heirs and Assigns forever subject to the Trusts limitations and Conditions mentioned limited expressed and declared in a certain Indenture of Release intended to be made by and between the said Charity Lushington of the first part the said George Forrest of the second part and the said William Mason and Thomas Karwon of the third part and to bear date the day next after the day of the date of these presents. In Witnes whereof the said parties to these presents have hereunto interchangeably set their hands and seals on the day and year first above written

Sealed and Delivered

in the presence of

Sarah Latham Ann Mox

Before me Thomas Hall Justice of the Quorum. Personally appeared Ann Ellis formerly Ann Mox who being duly sworn made oath that she was present and did see William Mason Thomas Karwon Charity Lushington and George Forrest sign sealed as their Act and Deed deliver the within Instrument of writing for the intents uses and purposes therein mentioned that Sarah Latham at the same time with herself subscribed their names as witnesses thereto Ann Ellis. Sworn Before me this 4th Decr. 1797 Thomas Hall JP 2^d.

Charity Lushington (H)

Geo. Forrest (H)

Wm Mason (H)

Thos. Karwon (H)

This Indenture made the eighth day of May in the year of our Lord one thousand seven hundred and ninety four and in the Eighteenth year of the sovereignty and Independence of the United States of America, Between Charity Lushington of the City of Charleston in the State of South Carolina widow of the first part, George Forrest of the same place

Merchant of the second part and William Mason also of the
 same ^{place} Esquire and Thomas Karwon of the Parish of St. Thomas and
 St. Dennis Planter of the third part; Whereas a marriage by God's
 permission is shortly intended to be had and solemnized be-
 tween the said Charity Lushington and the said George Forrest
 and whereas the said Charity Lushington at the time of execut-
 ing these presents is seized in Fee Simple of and in all those
 five undivided parts or shares of and in all those two several
 lots or parcels of lands herein after particularly mentioned and
 described and also possessed of a considerable Personal Property
 and Estate consisting of a share in two Vessels sundry shares
 in the National Branch and South Carolina Banks several
 Negroes and an Indent due by the State of South Carolina a
 particular list or schedule thereof is hereunto annexed, -
 And whereas upon the treaty and previous to the intended
 Marriage aforesaid it hath been agreed between the said
 Charity Lushington and the said George Forrest that the
 Real and Personal Estate of the said Charity Lushington shall
 be by her granted ^{released} ~~aliened~~ and assigned to and vested in them
 the said William Mason and Thomas Karwon and the Survivor
 of them and the Heirs Executors and Admors of the Survivor of them
 to and for the several uses trusts intents and purposes herein
 after mentioned limited expressed and declared of and concern-
 ing the same, Now This Indenture witnesseth that
 in pursuance of the said recited agreement and in con-
 sideration of the said intended Marriage and also for and in
 consideration of the sum of ten shillings Sterling Money
 of the said State to her the said Charity Lushington in hand-
 well and truly paid by the said William Mason and Thomas
 Karwon at and before the sealing and delivery of these
 presents the receipt whereof is hereby acknowledged and for
 divers other good and valuable causes and considerations
 her therunto especially moving she the said Charity Lushington
 by and with the knowledge privity consent &
 approbation of the said George Forrest her intended Husband
 testified by his being a party to and executing of these pre-
 sents hath granted bargained sold aliened remised re-
 leased conveyed and confirmed and by these presents Doth
 grant bargain sell alien remise release convey and con-
 firm unto the said William Mason and Thomas Karwon
 in their actual possession now being by virtue of a bar-
 gain and sale to them thereof made by the said Charity
 Lushington by Indenture of lease bearing date the
 day next before the date of the date of these presents for

the term of one year and by force of the Statute for transferring of uses into possession of force in this State and to their Heirs and Assigns for ever, All those the aforesaid five undivided shares each share consisting of one undivided twelfth part of two lots of land viz: that lot or piece of land situate near Ansonborough in Charleston aforesaid being part of the land commonly called Lynches Pasture and which said lot is situate on the South side of a Street called Hazell Street and contains from East to West fronting on said Street seventy five feet and in depth from North to South one hundred feet be the same more or less, and is butting and bounding to the North on Hazell Street aforesaid to the East on a lot late Mr. Bushelles to the South on lands late of Admiral Franklins and to the West on land late of Mr. Edward Lightwood, and also that other piece of a lot of land situate lying and being on Frotts point in Charleston aforesaid known and distinguished in the General Plan of the lands commonly called Sir Thomas Franklins lands by the letter F remaining on record in the Secretary's Office in this State containing in front on an intended Street thirty seven feet eight inches and on the back line thereof forty four feet ten inches and in depth on the North side one hundred and thirty two feet and on the South side one hundred and forty three feet butting and bounding to the Eastward on Moddings land to the Westward on an intended Street and to the Northward on land late Edward Lightwoods and now in the occupation of Daniel Satham and C. Together with five undivided parts or shares of all and singular the Houses Outhouses Edifices Buildings Fences Wells Waters, Water Courses commodities advantages privileges, Hereditaments rights members and appurtenances whatsoever to or upon the said two lots or pieces of land or either of them standing being belonging or in anywise incident or appertaining, and the Reversion and reversions Remainder and Remainders, Rents Issues and Profits thereof and of every part and parcel thereof, and also all the Estate Right Title Interest Claim and Demand whatsoever of the said Charity Lushington of in or to the same or any part or parcel or member thereof To have and to hold the said five undivided parts or shares of the said lots or Pieces of Land and all and singular other the premises herein before mentioned or meant and intended to be hereby granted and released unto the said William Mason and Thomas Karwon their Heirs and Assigns to the only proper use benefit and behoof of the said William Mason and Thomas Karwon their Heirs and Assigns for ever, In Trust nevertheless to and for the several uses intents and purposes herein after mentioned expressed and declared of and concerning the same, And this Indenture further witnesseth that for the considerations

aforesaid and in further pursuance of the said Agreement, and also
 of the further sum of ten shillings Sterling Money, aforesaid to the said
 Charity Lushington by the said William Mason and Thomas Karwon
 well and truly paid at and before the sealing and delivery of these
 presents the receipt whereof is hereby also acknowledged by the said
 Charity Lushington by and with the like priority consent and
 approbation of the said George Forrest her intended husband testifi-
 ed as aforesaid, Hath bargained, sold assigned transferred delivered
 and set over and by these presents Doth bargain sell assign trans-
 fer deliver and set over unto the said William Mason and Thomas
 Karwon their Heirs Executors Administrators and Assigns all her
 the said Charity Lushington's Right Title Estate Interest undivided
 part and share of in and to two Vessels viz: a Brig called the Famed
 a Schooner called the Commerce held in Copartnership with Daniel
 Latham and Company of Charleston aforesaid Distillers also all
 those Forty eight Shares by her the said Charity Lushington posses-
 sed and held in the South Carolina Bank with those two held in
 the National Branch Bank, also ^{all} those Indents and also all those
 several Negro Slaves particularly named numbered marked and
 described as mentioned in the List or Schedule hereunto annexed
 To have and to hold the said premises unto the said William
 Mason and Thomas Karwon their Heirs Executors Administrators
 and Assigns forever, In Trust to and for the several uses intents
 and purposes hereinafter mentioned and declared of and
 concerning the same, and as for and concerning the said
 several uses Trusts herein and hereby intended to be made
 limited expressed and declared of and concerning the Real and
 Personal Estate of the said Charity Lushington each and every
 of the said parties to this Indenture have agreed that the same
 shall be limited settled and assigned in manner following that
 is to say, In Trust for her the said Charity Lushington party-
 hereto her Heirs Executors Administrators and Assigns untill
 the solemnization of the said intended Marriage shall take effect
 and from and immediately after the solemnization thereof, In
 Trust and to and for the sole separate use benefit and behoof
 of the said Charity Lushington for and during the term of her
 natural life and so as that they the said William Mason and
 Thomas Karwon and the survivor of them and their Heirs Executors
 and Administrators of the survivor of them do and shall permit
 and suffer her the said Charity Lushington for and during the term
 of her natural life to have hold use occupy possess and enjoy
 the said five undivided parts or shares of the said dotts or pieces
 of land share of the said Vessels, Bank Shares, Indents Negro
 Slaves and all and singular the premises herein before.

and in the list or schedule hereunto annexed mentioned and contained and receive and take the Rents Interest Issues and Profits of the same and every part and parcel thereof and all and singular other the said premises to and for her own sole separate and distinct use benefit and behoof without impeachment of or for any manner of waste and without any restraint controul or interruption of the said George Forrest her intended Husband his Heirs Executors Administrators or Assigns on any account or pretence whatsoever and so that the said premises or any part thereof or the rents issues Interest and profits thereof or of any part thereof shall not be subject or liable to the disposal intermeddling controul Debts forfeitures engagements or other incumbrances of the said George Forrest and from and immediately after the death of the said Charity Dushington then In Trust to and for the use benefit and behoof of such person or persons and in such parts and proportions manner and form as she the said Charity Dushington shall from time to time notwithstanding her Coverture by any Deed writing or writings duly executed by her in the presence of two or more credible witnesses or by her last Will and Testament to be by her signed published and declared in the presence of three or more such witnesses direct limit or appoint; and in default of such direction limitation and appointment and in case the said Charity Dushington shall happen to die without issue living at the time of her death then In Trust to the right Heirs at Law of the said Charity Dushington their Heirs and Assigns for ever, Provided always and it is hereby ^{expressly} declared and agreed by and between all the said parties hereto and the true intent and meaning of these presents, that it shall and may be lawful to and for the said William Mason and Thomas Karwon and the survivor of them and the Heirs Executors and Administrators of the survivor of them at the request and by and with the consent and approbation of the said Charity Dushington such consent to be testified in writing under her hand and seal executed in the presence of two or more credible witnesses at any time or times to sell dispose of transfer and set over all or any part of the Lands Vessels, Bank Shares Indents Negroes & other the premises herein before mentioned or expressed and contained in these presents or the list or schedule hereunto annexed or intended to be hereby granted sold released conveyed assigned and set over for the most money that can respectively be had for the same and the monies arising by such sale or sales shall either be subject to the Trusts and purposes herein before mentioned or such other trusts uses and purposes as the said Charity Dushington may by any such Deed made as aforesaid direct limit and appoint - and the said George Forrest for himself and his Heirs Executors & Administrators and Assigns doth hereby Covenant promise

grant and agree to and with the said William Mason and Thomas Karwon and the survivor of them and the Heirs Executors and Administrators of the survivor of them that it shall and may be lawfull too for the said Charity Dushington his intended wife notwithstanding her coverture to make any such Deed writing or will as is herein before mentioned or which may be necessary for the better completion or fulfilling all or any of the said Trusts herein before mentioned and moreover that he the said George Forrest his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request and at the proper Costs and Charges of the said William Mason and Thomas Karwon and the survivor of them and the Heirs Executors and Administrators of the survivor of them make do and execute or cause or procure to be made done and executed all and every such further and other lawfull and reasonable act and acts thing and things, Conveyances and assignments and assurances in the Law whatsoever necessary as well for the corroborating and strengthening of these presents as also for the further better and more perfect conveying assigning and aparing of all and singular the said herein before mentioned and intended to be hereby granted released and assigned premises respectively unto the said William Mason and Thomas Karwon and the survivor of them, and the Heirs Executors and Administrators of the survivor of them as by him or them or his or their Counsel learned in the Law shall in that behalf be reasonably advised devised or required, In Witness whereof the said Parties to these presents have hereunto interchangeably set their Hands and Seals on the day and year first above written Sealed and Delivered Charity Dushington (ds)

In the presence of
Sarah Latham
Ann Mops

Geo Forrest (ds)
Wm Mason (ds)
Tho. Karwon (ds)

Received on the day of the date of the within Indenture of and from the within named William Mason and Thomas Karwon the sum of twenty Shillings Sterling Money being the full consideration within mentioned to be paid by them to me I say ~~to~~ received in full by Charity Dushington Witness

A List or Schedule to which the annexed Deed refers vizt one share in a certain Vessel or Brig called the Fame - do in a Schooner called the Commerce, three Negroes vizt Aberdeen and Will Men, Joe a Boy, forty eight shares in the South Carolina Bank, two Ditto in the National Branch Bank, one Indent N^o 127 for five hundred forty four Dollars seventy Cents bearing six per Cent Int^l from 1st Jan^y 1801 - one ditto N^o 347 for 5 Doll^s 57 Cents Int^l from 1st Jan^y 1801 a 6th Cent Int^l

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one ditto No. 347 for 11 Doll. 14 C^t Int^d from 1st Jan'y 1791, one do No. 761 for 488 Doll. 70 C^t Int^d from 1st April 1792, a 3^d C^t, one do No. 129 for 816 Doll. 52 C^t Int^d from 1st Jan'y 1792, a 3^d C^t, one Indent No. 137 for 388 Doll. 86 C^t, one do (of this State) No. 110 for \$103.10.6. Int^d for 25th March 1790, all the stock in Trade as well in the above Vessels as in the Distillery carried on in Copartnership with Mr. Daniel Satham on the Lott or Lotts of Land mentioned described and conveyed in the annexed Deed of Trust to William Mason and Thomas Karwon for the use of Mrs. Charity Lushington as is therein set forth - State of South Carolina Personally appeared Sarah Satham who City of Charleston. I affirmed that she was present and saw Charity Lushington, George Forrest, Mr. Mason and Thomas Karwon sign seal and as their act and Deed deliver this ^{Indenture} ~~Indenture~~ to and for the uses and purposes therein mentioned, and that she also saw Charity Lushington sign the Receipt for the consideration Money and that she the affirmant and Ann Mofs signed their names as witnesses to the due Execution of the same, Sarah Satham affirmed to before me this 2^d Dec^r 1797 Joseph Peace C. W. Recorded 4th December 1797

State South Carolina

This Indenture Tripartite made the First day of December in the Year of our Lord One Thousand seven hundred and ninety seven, and in the twenty second year of American Independence Between Marye Catharine Philips of Charleston in the State aforesaid Widow, of the first part, John Jacob Kaiser, of the same place Gentleman, of the second part, and John Eberley of Charleston, in the State aforesaid Baker of the third part Whereas a Marriage by Gods permission is shortly intended to be had, and solemnized, between the said Marye Catharine Philips, and the said John Jacob Kaiser And Whereas the said Marye Catharine Philips, at the time of executing these presents, is lawfully seized in her demesnes of fee simple of sundry Lands

^{Land} Messuages, Tenements, Hereditaments, and other
real Estates, herein after particularly described

And is also intitled to and possessed of a Considerable
personal property and Estate Consisting of the Negroe
and other Slaves, herein after mentioned and named,
and of the Goods and Chattels in the list or Schedule
hereto annexed particularly expressed and contained

And Whereas upon the Treaty of and previous
to the intended Marriage aforesaid it hath been
and is agreed, by and between the said Marya Catharine
Philips, and John Jacob Kaiser, that the real ~~and~~
and personal Estate of the said Marya Catharine Philips
shall be by her granted, released and assigned
to and vested in him, the said John Kerby his
Heirs, Executors Administrators and Assigns, upon
the special Trusts and Confidence, and to and for
the several uses, intents and purposes, herein after
mentioned, limited expressed and declared of and
Concerning the same. Now this Indenture witnesseth
that in pursuance of the said agreement and in Consideration
of the said intended Marriage, and also of one Dollar,
to the said Marya Catharine Philips in hand paid
the receipt whereof is hereby acknowledged, and for divers
other Good and sufficient Causes and Considerations
her therunto specially moving, she the said Marya
Catharine Philips, by and with the privity and Consent
of the said John Jacob Kaiser her intended Husband,
testified by his being a party to, and executing these
presents, hath granted, bargained sold aliened
released, Conveyed, and Confirmed and by these
presents doth, grant, bargain, sell, alien

release Convey and confirm unto the said John Berley
and to his Heirs and Assigns, All the undivided one
third part, share or proportion of the whole Estate
real and personal of George Neathamer late of
Charleston aforesaid Butcher deceased who died
intestate

Also all that Lot of Land situate on
Charleston Neck, known in the plat of Washington,
(formerly the Estate of Daniel Segare the Younger) by the
number (19) Nineteen, which was devised by the said
Mary Catharine Philips her Heirs and assigns forever
by the last Will and Testament of John Christian Philips, late
of Charleston aforesaid Baker, deceased. Also her dower
in a certain Lot of Land situate, lying and being, in
King Street Number [105] one hundred and five in
Charleston aforesaid, now belonging to the Estate of the
said John Christian Philips deceased. Also all that
Lot of Land in Black alley in Charleston aforesaid
Number [7] seven, And all the rest of an undivided half
part or more of the Estate real and personal, devised
and bequeathed to her the said Mary Catharine Philips
under and by virtue of the last Will and Testament of her
late Father, Charles Buckmeyer deceased And also all
and singular the other Lands Tenements Messuages
and Hereditaments, whatsoever and wheresoever the same
may be, situated, or are, or which have descended to or
become vested in or which the said Mary Catharine
Philips may be or is anywise interested in or entitled unto
or may at any time hereafter be interested in or entitled
unto, by any manner ways or means, whatsoever, and
as if the same were herein particularly Contained and
described Together with all and singular the Houses,
Out Houses, Edifices Buildings, Hereditaments, Rights
Members and appurtenances, whatsoever, to the said Lots
of Land, and other real Estate of the said Mary Catharine
Philips, belonging or in anywise appertaining, And the
reversion and the reversions remainder, and remainders, rents Issues
and

1776 Profits thereof And also all the Estate, right title, interest
claim and demand whatsoever, of her the said Mary Catharine
Philips of in or to the same. And this Indenture further
Witnesseth that for the Consideration aforesaid and in
further pursuance of the said agreement, and in consideration
of the further Sum of One Dollar, to her in hand paid
by the said John Eberley, the receipt whereof she doth
hereby acknowledge, she the said Mary Catharine Philips
by and with the like privacy and consent of the said
John Jacob Kaiser, her intended Husband, testified
as aforesaid, hath granted, ^{bargained} and Sold and by these
presents doth grant bargain Sell, and in plain
open market deliver unto the said John Eberley
the following Negro Slaves, that is to say Solomon
John Cooper, John, March and Betty. Also her Household
and Kitchen Furniture, Horses Riding Chair and Cart
To have and to hold the said Lot of Land with
their appurtenances, and all other the Lands, Tenements
Hereditaments, and real Estate, to which the said Mary
Catharine Philips may be in anywise interested in or
entitled, unto And also the said Negro and other
Slaves, with the future Issue and Increase of the said
Female And all and singular the said Household
and Kitchen Furniture, Horses Riding Chair Cart
Goods Chattels and other effects mentioned and contained
in the List or Schedule hereto annexed (and which she
doth hereby assign, transfer, and set over, unto him)
and all and singular other the premises herein before
mentioned, or meant or intended to be hereby granted
released and Conveyed as aforesaid, unto the said John
Eberley his Heirs Executors, Administrators and Assigns
Upon the special Trusts and Confidence Nevertheless
and to and for the several uses intents and purposes
herein and hereby intended to be made limited
and declared of and concerning the same And as for
and concerning the said several uses and Trusts herein
and hereby intended to be made limited expressed, and

declared of and concerning the said real and personal Estate
of the said Mary Catharine Philips, each and every of the
parties, to this Indenture hath agreed, that the same shall
be limited, settled and assured in manner following,
that is to say In Trust and to and for the said Mary
Catharine Philips, her Heirs Executors, Administrators and
assigns, untill the Solemnization of the said intended Marriage,
and from and after the solemnization thereof Then in
Trust, that to the said John Cherley his Heirs Executors
Administrators and Assigns, shall and do from time
to time, and during the joint lives of the said John Jacob Reiser
and Mary Catharine Philips, pay and dispose of the
clear Yearly, Interest Rent Profits Income, and produce
of the said Lands Tenements, and other real Estate, and
also the Negro Slaves and other personal Estate aforesaid
as the same shall from time to time arise, and be received
unto such persons and persons, and to and for such uses and
purposes, and in such parts, and proportions as she the
said Mary Catharine Philips shall from time to time
notwithstanding her Coverture by any Note or writing
under her Hand direct and appoint to the intent that the
same may not be subject or liabell to the Controvl Debts
or engagements of the said John Jacob Reiser her intended
Husband, but only at her own sole and separte disposal
and in default of and untill such direction and appointment
to the proper hands of her the said Mary Catharine Philips
or otherwise do and shall permit and suffer her to receive
and take the same to and for her sole and separte Use
and disposal where Receipts alone of her Hand without
the said John Jacob Reiser her intended Husband
shall from time to time notwithstanding her Coverture
be sufficient discharge to the Person or Persons, who shall so
pay the same, or for so much thereof as such Receipts
shall be given for. And upon this further Trust
and Confidence, that the said John Cherley his Heirs
Executors, Administrators and Assigns, shall and do
assign, transfer, and dispose of all and every of the said
Lands, and Tenements, and other real Estate, Negro Slaves
and other personal Estate and premises aforesaid, and every
or

any part thereof unto such Person and Persons, and to and for such uses purposes, Estates and Interests, and in such parts and proportions, manner and form, with or without power of revocation, as the said Mary Catharine Philips shall from time to time, notwithstanding her Coverture, and whether she be sole or Married, by any writing or Writings under her Hand and Seal attested by two or more credible Witnesses to take effect during her Life, or in nature of and purporting to be her last Will and Testament, devise bequeath give or appoint the same or any part thereof, And in default of such Direction Limitation, Gift or Appointment, then upon the death of the said Mary Catharine Philips in Trust to and for the use, benefit and behoof of the Issue of the said Mary Catharine Philips whether by her or any future Husband, who shall be alive at the Time of the death of the said Mary Catharine Philips, and who shall live to attain the several and respective Ages of Twenty one Years or days of Marriage To hold the said Trust Estate upon their attaining the said Ages or days of Marriage to such Issue, if more than one, to them their Heirs, Executors Administrators and Assigns for ever, and if but one, then to him or her his or her Heirs, Executors Administrators and Assigns for ever, freed from and without any other Trust whatever

And it is hereby declared and agreed by and between the said Parties, to these presents, that in Case the said Mary Catharine Philips shall be minded or willing at any time or times during her Coverture or whether she shall be sole or Married, to sell and dispose of all or any part of the said Lands, and Tenements, Negro Slaves Goods and Chattels, or other the premises, and to convert the same into Money, in such Case it shall and may be lawful to and for the said Mary Catharine Philips notwithstanding her Coverture and whether she be sole or Married, to sell and dispose of all or any part of the said Land and Tenements, Negro Slaves, Goods and Chattels and other the premises, to such Person or Persons, and for such price or prices, as she shall think fit and convenient And the said John Eberly doth hereby covenant promise and agree to and with the said Mary Catharine Philips that he

the said John Overley his Heirs Executors, Administrators and Assigns, shall and will assign, transfer and dispose of all and every the said Lands and Tenements, Negroes Slaves, Goods Chattels and other the premises, and every or any part thereof to such person and persons, and to and for such uses purposes and Estates, as ^{she} the said Mary Catharine Philips shall from time to time, notwithstanding her Coverture, by any writing or writings, under her Hand and Seal attested by two or more Credible Witnesses direct or appointed always and it is hereby agreed that the Monies arising, by or from such Sale, and Disposal, or the securities for the same, shall be from time to time settled and assured and be for the same Uses, intents and purposes, and subject to the same provisos and agreements, as are herein before mentioned and declared of and concerning the Lands and Tenements Negroes Slaves, Goods and Chattels and other premises aforesaid

And the said John Jacob Kaiser for himself his Heirs, Executors and Administrators, doth by these presents Covenant promise and agree to, and with the said John Overley his Heirs Executors Administrators and Assigns, that it shall and may be lawfull to and for, and that he will permit the said Mary Catharine Philips to make such writing and Writings under her Hand and Seal and attested as aforesaid to take effect during her Life or in Nature and purporting to be her last Will and Testament as may be necessary for the better Completion and fulfilling, all or any of the Trusts herein before mentioned and expressed. And moreover that he the said John Jacob Kaiser his Heirs, Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request of the said John Overley his Heirs Executors or Administrators, make and do execute or cause and procure to be made, done and executed all such further and other lawfull and reasonable Acts Deeds and Conveyances in the Law, for the corroborating and confirming of these presents, and for the further and better Conveying assigning, and assuring, all and singular the premises herein before mentioned ^{intended} to be granted, released and assigned unto the said John Overley his Heirs Executors, Administrators and Assigns as by him or them, or his or their Counsel learned in the Law shall be reasonably devised advised or required.

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 above written
 Mary C Philips (S) John Jacob Kaiser (S) John Overley (S)

Filed and Delivered the word "direct" in the seventh line
in the fourth sheet, being first interlined in the presence of
Samuel Browne

Wm Yeaden

Received on the Day and Year last within written, of
and from the within named John Berley the Sum
of Two Dollars, in full for the Consideration Money
within mentioned

Mary C Philips

Witnesses

Samuel Browne

Wm Yeaden

South Carolina } William Yeaden one of the subscribing
Charleston District } witnesses to the Execution of the within Deed, doth make Oath
and say, that he saw the within named Mary Catharine Philips
John Jacob Kaiser, and John Berley, sign Seal, and as aforesaid
for their Act and Deed, deliver the same to and for the
several Uses Intent and Purposes therein mentioned
that he also saw the said Mary Catharine Philips sign
the Receipt hereon endorsed, and that Samuel Browne
together with this deponent, signed their Names as
Witnesses thereto

Wm Yeaden

Sworn this second day of December 1797

Before me Ch. Lining J. R.

Recorded the 8th December 1797

State of South Carolina

This Indenture Tripartite
made the twentieth day of October In the year of our Lord
one Thousand Seven hundred and ninety seven
Between Sarah Tucker of the City of
Charleston in the State aforesaid, Spinster of the first part,
Charles Stone of the same place of the second part and
Charles Snodgrass of the said City of the Third part,
Whereas a Marriage is intended by God's
grace and permission, to be shortly had and solemnized
between the said Sarah Tucker and Charles Stone
and Whereas the said Sarah Tucker is the rightful
and

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Lawful owner of a certain piece part or parcel of a Lot of Land in
Federal Street and the premises belonging to the same, as also of
undry Negroes the particulars of which are Expressed and contained
in the Schedule thereof hereunto annexed. And Whereas upon the
Said indentures to the said intended Marriage it was mutually
agreed by and between the said Sarah Tucker and Charles Stone
that the said Estate of the said Sarah Tucker which she now
standeth seized of and entitled unto, or of any other Estate right
Title or property which she the said Sarah Tucker, hereafter may
be in anywise whatsoever entitled unto, in and by any other
ways or means whatsoever, whether real or personal shall by
her be granted, bargained, and sold to, and vested in him, the
said Charles Sneller his Executors and Administrators, to and
for the several uses, trusts intents and purposes hereinafter
mentioned, limited expressed, declared and contained, of and
concerning the same. Now this Indenture Witnesseth
that for the Completion and fulfilment of the aforesaid Agreement
and in Consideration of the aforesaid intended Marriage, as
well also of the further Considerations of the Sum of Ten shillings
good and lawful Sterling Moneys of the said State, to the said Sarah
Tucker now in hand, by the said Charles Sneller well and truly
paid; the receipt whereof is hereby acknowledged; and for and in
divers good Causes and other Considerations, She the said Sarah
by and with the Knowledge, privacy Consent and approbation of
the said Charles Stone, testified, by his being made a party to
and executing these presents, hath granted, bargained, sold conveyed
and by these presents doth grant bargain sell convey and confirm
and confirm unto the said Charles Sneller, his Executors and
Administrators, All and singular the aforesaid Lot, piece
part or parcel of a Lot of Land in Federal Street aforesaid, and
the premises belonging to the same Together with the several
Negro Slaves, now ^{also} belonging to the said Sarah Tucker, and
which are particularly mentioned and Expressed in the list or
Schedule thereof hereunto annexed And also all and every
other Species of property whatsoever and whosoever, which she
said Sarah Tucker now is, or hereafter may be entitled unto
in and by any Lawful ways or means whatsoever, To have
and to hold all and singular the aforesaid premises, with their
and each and every of their appurtenances; And also the
said several Negro Slaves, with the future Issue and increase
of the Females and all and every ^{other} species of property as above
mentioned unto the said Charles Sneller his Executors and
Administrators, upon the several and respective trusts hereinafter
after

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182 after mentioned expressed, contained and declared, that is to say:
In trust for the said Sarah Tucker, her Heirs, Executors Admrs,
administrators and Assigns, until the solemnization of the said
intended Marriage. Then in Trust to and for the Use
Benefit and behoof of the said Sarah Tucker and the Heirs
of her Body lawfully begotten, for and during her and
their natural Lives, and no longer, so as not to be liable
or subject in any respect, whatsoever, to be seized sold,
or extended for the payment of all or any part of the debts
of him the said Charles Stone. But nevertheless to
permit and suffer the said Sarah Tucker, or any other
person or persons from time to time, and ^{at} all times
hereafter, being properly and fully Authorized by her
the said Sarah Tucker, notwithstanding her Coverture
to receive and take the Rents, Issues and profits of all
and singular the aforesaid premises or any part thereof
to her ^{or their} own proper benefit, use and behoof, for and
during the term of her Natural Life, and the Heirs
of her Body lawfully begotten as aforesaid. And from
and immediately after the decease of the said Sarah Tucker
and her Heirs as aforesaid as the case may be, then the
aforesaid several trusts to cease and become null and
void to all intents and purposes, and all and singular
the aforesaid property and premises to revert to and
become vested in him the said Charles Stone his
Heirs and assigns forever. In Witness whereof
the said parties to these presents have hereunto set their
Hands and Seals this day and year above written

Sarah Tucker 

Charles Stone 

Charles Snellor 

Souled and Delivered

Schedule

In Presence of us }
A piece, part or parcel of a Lot of Land
M Harrison } in Federal Street in the City of Charleston, with
Amy Trason } the Houses, Buildings &c belonging to the same
George Buckle } Measuring in front on said Street Twenty
feet and in depth one hundred and nine feet
more or less, Butting and Bounding Northwardly on
Federal Street, Eastwardly on land held by Alexander Ferrand
in

Trust for Catherine Herveya Payne Southwardly & Westwardly in
Lands of Negroes: one fellow named Jack, and two
Wenchies: one named Phillis and the other named Rachel,
Charleston &c.

Personally appeared Mr George Buckle
who being duly sworn made oath that he was
present and saw Sarah Tucker Charles Stone and
Charles Snitton, 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 Depoent with Matthew Harrison & James Fraser
signed their names as Witnesses thereto
Sworn to the 11th Day of December 1797 before } Simon Shew JP.

Recorded the 11th December 1797

In the Name of God Amen I Hopson Pinkney
of the parish of St Thomas do make this my last Will and Testament
and first I commend my Soul into the Hands of God, hoping by and
thru the merits and intercession of our blessed Saviour and
Redeemer Jesus Christ, I may be made a partaker in his Glorious
Resurrection, and next I order my Body to be buried in a plain
and decent manner, and that no Flowers Scarves or mourning shall ever
be given, and that I be laid within the foundation of the old Chapel by
my Son Roger Duash, I dispose of my Worldly Goods in manner
following, and first I give to my dearly beloved Wife Mary all
my Household and Kitchen Furniture except such as is hereafter
mentioned, also the poor Chair, and her Choice of any three of
my Horses, also all my plate, except such as is hereafter mentioned.
Item I give to my said Wife and to her heirs and assigns, my
following Named Negroes Israel (Pep and her Children, William,
Dede, Charles, Moses, and an Infant, Satira) and her Children
Moll Tom, Mary Harry, Minus and the future Issue of the
Females, Item I give unto my beloved Daughter, Anna Maria
Pinkney, the Chest of Drawers, which were her Mothers two half pence
Silver mugs, the smallest Silver Milkpot, my Table and Tea Spoons
marked HE and my Silver soup Spoon of the same Mark, and
Sugar Tongues, a Mahog'y Bedstead a good Feather Bed Mattress
Bolster and two pillows. Item I give to my said Daughter Anna
Marrie

and to her Heirs and Assigns my following Negroes, Rynah
 Leander, Hannah and her Children, Rose, Cuffee Charles
 little Hannah, Nanny Sally and Dary with the future issue
 and increase of the Females. Item I give to my beloved Daughter
 Jane and her Heirs and Assigns Patsy (Muddings Daughter)
 Nancy and Peter, Senahs Children with the future issue of
 the Females. Item I give the use of my House and Lot of Land
 in Meeting Street, to my beloved Wife Mary which I purchased
 from her before Marriages during her natural life and then
 to such Child or Children, she may have by me, to be equally
 divided between them, and their Heirs and Assigns forever.
 Item I give devise and bequeath unto my Daughter Anna
 Maria Penning, and her Heirs and Assigns forever the
 Lot of Land which I had from my ever honoured and
 much respected Father in Law Samuel Cannon Esq^r situate at
 Cannons point. Item I give devise and bequeath unto
 my beloved Daughter Jane and her Heirs and Assigns forever
 my Lot of Land at Hamsted (N^o 18), Item I give the use of
 my Plantation whereon I now live called Cypress Pond to my
 Wife Mary during her remaining my Widow, or the Widow
 of any other Person hereafter, without impeachment of Waste
 and also the use of the Lands as far as the Cause Way in
 Marions old field, Item I give devise and bequeath
 unto my Daughter Anna Maria, and her Heirs and Assigns
 forever the other part of Marions Plantation with the Buildings
 thereon from the said Cause way to Mr Thomas line with
 the uncleared part of the bay field as far as the dam, which
 divides it from the cleared Lands, And I do hereby authorize
 my Executors, to cause an equitable division of the said Lands
 to be made between the said two Plantations, should I not
 run the line before my death, Item I give devise and bequeath
 unto my Daughter Jane, and all the other Children I may
 have born hereafter, and to their Heirs and Assigns for ever
 the Plantation, where I now live, and the Lands above mentioned
 as far as the Cause way in Marions field and the other
 part of the Pine Lands, except the Five hundred Acres of
 detached Land called Menzies run tract, which I give
 devise and bequeath to my daughter Anna Maria
 and

their Heirs and Assigns forever I do hereby direct and empower
 my Executors to sell and convey my Glebe Lands and the buildings
 thereon and also the undivided moiety of the Lands in St
 Stephens parish, which I bought with Richard Hutson Esq
 from the Master in Chancery whose Titles are now in the
 possession of the said Richard Hutson, to wards payment of my
 debts, and should it appear to them, that it will be advisable to sell
 any of ^{my} personal property for the above purpose, I direct such
 part of my Stock, as can be most conveniently spared from
 my Plantations and the following Negroes to be next sold
 (viz) March Jimmy, and her Children, Charles Phillis and
 her Children, and then such other Negroes, as they shall think
 most proper, however should my Creditors think proper to wait
 for payment of their debts and my Executors shall be of opinion
 that there is a prospect of discharging them in due time, I would
 rather wish that my Negroes, might be kept together, unless
 any of them should prove, disobedient and refractory, And
 in order to relieve my Executors from any disagreeable circumstances
 in respect to the expences of my Family, I do hereby ascertain
 what they shall amount to, and no more. And first I leave my Wife
 and her Children, that she may have by me, for their support
 (exclusive of the Schooling such Children) the Sum of Sixty pounds
 per Annum, untill my debts are all paid and then an equal
 proportion of the Net proceeds of my Estate, share and Share
 alike, untill a division take place, in consequence of the
 Marriage of either of my Children; after my said debts are
 fully paid, and also the support and maintenance which
 my Plantations will afford them, from the Stock, And I also
 leave my Daughter Anna Maria Puckney the Sum of Thirty
 pounds per Annum untill my debts are paid and then her
 equitable proportion of the Net proceeds of my Estate, with a
 right of residing on and being supported, by my said Plantations
 as my Wife and other Children ^{are} untill her Marriage at which
 time I direct that she be put in possession of Marions Plantation
 above mentioned together with the Negroes plate and furniture
 above mentioned And after all my just debts are fully paid
 and satisfied I give devise and bequeath all the rest residue and
 remainder of my Estate both real and personal whatsoever
 and wheresoever to be equally shared and divided between
 my said Wife Maria my daughter Anna Maria my
 Daughter

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186 I have and ^{very} other Child or Children, ^{any} hereafter have
born to them: And then this and assigns forever And lastly
I do hereby appoint my Wife Mary and my Executors herein
after named the Guardians of the Person of my Daughter Jane
and any other Child or Children I may have born My
Daughter Anna Maria is old enough to chose her own Guardian
And I do hereby nominate constitute and appoint my
Nephew Roger Pendney and my Friends Robert Quash
William Charleston John Bryan and Thomas Ashby
Executors of this my last Will and Testament hereby revoking
and making void all other Wills by me heretofore made
In Testimony whereof I have hereunto set my Hand and
Seal this fourth day of Octbr in the Year of our Lord one
Thousand seven Hundred and ninety Two

^{published}
Signed sealed and declared to be Hopson Pendney Esq
the last Will and Testament of Hopson Pendney before
us, who in his presence and at his request have subscribed
our Names as Witnesses - William Cunningham -
Archibald Brown Thomas Henry
A True Copy taken from the original Will and Examined by me
Ordinarys Office March 11th 1794 Charles Loring

South Carolina. Articles of agreement made
and executed the fifth day of december in the Year of our Lord
one Thousand seven hundred and ninety seven, Between
William Johnston of the State aforesaid Gentleman of the first
part, Anna maria Pendney, Daughter Deceased and Legatee
of Hopson Pendney, late of the parish of St Thomas in the State
aforesaid deceased, of the second part, and Daniel Cannon and
Thomas Daughtry of the City of Charleston ^{in the} State aforesaid Gentlemen
Parties; for the said Anna maria Pendney of the third part
Whereas a marriage is intended shortly to be had and solemnized
between the said William Johnston, and Anna maria Pendney
Whereas also the said Hopson Pendney in and by his Last
Will and Testament duly made and executed, bearing date
on or about the fourth day of October in the Year of our Lord
one Thousand seven hundred and ninety Two - gave devise
and bequeathed to his said Daughter Anna maria Pendney
and

* hereafter to be born during my life or within nine months after my death and I do hereby give them and embower my said wife to well dispose of her equal share of my Estate to whom I have and to hold the said equal share of the residue of my Estate and my said wife Mary and my Daughter Anna Maria & Jane Loring & their Child or Children

to his Heirs, Executors Administrators and Assigns respectively ~~discharge~~
real and personal Estates, by specific, pecuniary, residuary or
other devises and Bequests, as in and by the said last Will and
Testament of the said Hopson Pinckney, duly proved and recorded,
and by a Copy thereof annexed hereto, and made part of ^{the} presents
reference being thereunto had, will more fully appear, And
whereas upon the Treaty of the said intended Marriage hath
been agreed by and between the said parties, that the said real
and personal Estate shall be conveyed, Transferred and secured
fully and effectually to the said Daniel Cannon and Thomas
Doughty and the survivor of them his Heirs Executors Administrators
and Assigns. In Trust for the purposes hereinafter mentioned, but
by reason of the minority of the said Anna Maria Pinckney the
same cannot be at present effected, Now therefore the said
William Johnston in consideration of the said intended Marriage
and in pursuance of the said agreement, and also in consideration
of one Dollar to him in hand paid by the said Daniel Cannon
and Thomas Doughty Doth hereby for himself his Heirs
Executors and Administrators article Covenant promise
and agree to and with the said Daniel Cannon and Thomas
Doughty their Executors Administrators and Assigns in manner
following, that is to say that after the said marriage shall have
taken effect, as soon as the said Anna Maria Pinckney shall
have attained the age of Twenty one years he will join with
the said Anna Maria Pinckney in conveying and securing
fully and effectually to the said Daniel Cannon and Thomas
Doughty and the survivor of them his Heirs and Assigns, All
and singular the real Estates mentioned in the aforesaid
Will of Hopson Pinckney, to which the said Anna Maria
Pinckney now is or hereafter may become entitled In
Trust nevertheless to and for the following uses and purposes, that
is to say in Trust to and for the joint use benefit and behoof
of them the said William Johnston and Anna Maria Pinckney
during their joint lives But so as that the said real Estates or the
Rents Issues or profits thereof shall not be liable or taken to or
for the Debts or Contracts of the said William Johnston and from
and after the Death of the said William Johnston should he die
before the said Anna Maria Pinckney without leaving any
Child or Children, Grand Child or Grand Children living at
the time of his Death, or born within Nine Months thereafter
or in case such Child or Children Grand Child or Grand Children
should

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188 Die under the age of Twenty one years unmarried and without issue, then in trust for the sole use benefit and behoof of the said Anna Maria Pinckney her Heirs and Assigns for ever. And in case the said Anna Maria Pinckney should Die before the said William Johnston without leaving any Child or Children Grand Child or Grand Children living at her death, then in trust from and after the Death of the said Anna Maria Pinckney to and for the use benefit and behoof of the said William Johnston, his Heirs and Assigns for ever. But should the said William Johnston die before the said Anna Maria Pinckney leaving any Child or Children Grand Child or Grand Children living at his Death or born within nine months thereafter then in trust from and after the Death of the said William Johnston, to and for the use, benefit and behoof of the said Anna Maria Pinckney, and her Children and Grand Children as well of the now intended as any future Marriage for her ^{and} maintenance and Education, during the Natural Life of the said Anna Maria Pinckney, And in case the said Anna Pinckney should Die before the said William Johnston, leaving any Child or Children Grand Child or Grand Children living at her death, then in trust from and after the death of the said Anna Maria Pinckney, to and for the use, benefit and behoof of the said William Johnston and the Children and Grand Children of the now intended Marriage for his and their maintenance, and Education, and from and after the Death of the Survivor of them, the said William Johnston, and Anna Maria Pinckney, upon Trust to convey all and singular the said premises unto all and singular or every the Children of the said Anna Maria Pinckney of the now intended or any future Marriage share and share alike as tenants in common, and to their Heirs and Assigns respectively but if only one Child then to such Child his or her Heirs and Assigns for ever. And for want and in default of such issue upon trust to convey the same unto and to the use of the Survivor of them the said William Johnston and Anna Maria Pinckney and his or her Heirs and Assigns for ever. And the said William Johnston in pursuance of the said agreement and for the consideration aforesaid doth hereby for himself

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His Heirs Executors and Administrators further Article Covenant
 promise and agree to and with the said Daniel Cannon and
 Thomas Doughty their Executors, Administrators and Assigns
 in manner following that is to say, that as soon as the said
 intended Marriage shall have taken effect, he will bargain
 sell, and transfer fully and securely to the said Daniel Cannon
 and Thomas Doughty and the survivor of them his Executors
 Administrators and assigns all and singular, the Personal Estates
 and property mentioned in the aforesaid Will of Hopson Pinckney
 to which the said Anna Maria Pinckney now is or hereafter
 may become entitled In trust nevertheless to and for the joint
 use of the said William Johnston and Anna Maria Pinckney
 in such manner and form as near as may be, as have been
 herein before declared, limited expressed, mentioned and intended
 of and with respect to the Real Estates of the said Anna Maria Pinckney
 Provided always, and it is hereby agreed, by and between all the
 parties to these presents, and declared to be the true intent and
 meaning hereof, that the said Anna Maria Pinckney notwithstanding
 standing her Coverture, and whether she should be covert or
 discover, shall have full power Liberty and Authority, and it
 shall and may be lawful to and for the said Anna Maria
 Pinckney, by any Deed or Deeds (The said Trustees and the
 survivor of them, his Heirs Executors and Administrators, and
 the said William Johnston if he be living, joining therein, but
 not otherwise) to alter or revoke all or any of the trust herein
 before mentioned limited and declared of touching or concerning
 all and singular the real and personal Estates herein before mentioned
 or any part thereof or the interest, profits or produce thereof, excepting
 however such real and personal property and Estate as the aforesaid
 said Daniel Cannon was at any time heretofore seized or possessed of,
 and which by gift or otherwise hath come to the said Anna Maria
 Pinckney, and by the same or any other Deed or Deeds, all such Deeds
 to be signed, sealed, and executed in the presence of two or more
 respectable Witnesses, to create, limit and appoint any new or other
 Trusts of or concerning the said real or personal Estate or any part
 thereof or of the interest profits and produce thereof, or of so much
 and such part and parts thereof, whereof any such revocation shall
 be made. But so that all and every new or other Trusts to be
 declared shall be to and for the joint use of the said William
 Johnston and Anna Maria Pinckney and the survivor of them
 and her issue, and free and exempt from the Contracts and Debts
 of

In witness whereof the said Daniel Cannon and Thomas Doughty have hereunto set their hands and seals the day and date first above written.
 Daniel Cannon
 Thomas Doughty

the said William Johnston, any thing herein contained to the contrary thereof notwithstanding And the said William Johnston doth hereby for himself his Heirs Executors and Administrators further covenant promise and agree to and with the said Daniel Cannon and Thomas Doughty and the survivor of them his Heirs Executors, Administrators and Assigns that he the said William Johnston his Heirs Executors Administrators and Assigns shall and will from time to time, and at all times hereafter, upon the reasonable request of the said Trustees, and the survivor of them his Heirs Executors, Administrators or Assigns, but at the proper costs, and charges of the said William Johnston his Executors and Administrators make do and execute any further or other lawful and reasonable, act and Acts Deeds or things whatsoever, as well for Corroborating and Strengthening these presents, as for the further, better and more perfect granting, conveying and assuring the real and personal property and estate, to and for the uses intents, and purposes hereby intended, according to the true intent and meaning hereof, and the parties herunto - In Witness whereof the said parties have hereunto set their Hands and Seals at Charleston on the Day and in the Year first above written

Sealed and delivered in the presence of W^m Logan Junior, James Matthews Charleston & Personally appeared Mr William Logan Junior who being duly sworn made oath that he was present and saw William Johnston sign Seal, and as his act and deed deliver the within Instrument of writing to and for the uses and purposes therein set forth and that he be & is present with James Matthews signed their Names as witnesses thereto, Sworn to the 13th day of December 1797 (recorded the 13th Decr 1797) before Simeon Piccus J.P.

South Carolina & This Indenture made the Twentieth day of September, in the Year of our Lord one thousand seven hundred and ninety seven. And in the twenty second year of the sovereignty and Independence of the United States of

America, Between Charlotte Villepoux of the District of Georgetown
 in the State of South Carolina Spinster of the first part, John Boyd
 Harvey of Georgetown in the said district measure of the second part
 And Benjamin Allston the younger of the district aforesaid Master
 of the third part Witnesseth That Whereas Marriage is
 intended to be had, and solemnized between the said Charlotte
 Villepoux and the said John Boyd Harvey. And whereas
 the said Charlotte Villepoux is in her own right entitled to
 and possessed of the following Slaves to wit. Mary, Celia Flora and
 Mary And Whereas it has been agreed on, by and between the said
 parties, that the said Slaves shall be, subject to the following dispo-
 sition and settlement thereof Now this Indenture for their
 witnesseth that in pursuance of the said Agreement, and in consideration
 of the said Marriage and of Five shillings, by the said Benjamin
 Allston unto the said Charlotte Villepoux well and truly
 paid She the said Charlotte Villepoux Hath granted, bargained
 and sold and by these presents Doth grant bargain and sell unto
 the said Benjamin Allston the said four Slaves known by the
 Names of Mary, Celia, Flora, and Mary To have and to hold
 the said four Slaves, together with the future Issue and Increase of the
 said Female Slaves unto the said Benjamin Allston his Executors
 and Administrators In Trust for the said John Boyd Harvey and
 the said Charlotte his intended wife during their joint lives, but in Confidence
 that the said Benjamin Allston his Executors and Administrators do
 and shall during that period well and truly permit and suffer the said
 John Boyd Harvey to have the use, occupation, management and direction
 of the said Slaves and the future Issue and increase of the said Female
 Slaves and have receive and take the Money that shall arise and accrue
 from their Work and Labour, to his own use benefit and behoof without
 any restraint, controul or interruption of or by the said Benjamin
 Allston, his Executors or Administrators on any account or pretence
 whatsoever, And when either the said ~~the said~~ John Boyd Harvey
 or the said Charlotte his intended Wife (as the case may be) shall happen
 to depart this life and if there shall be any Child or Children of the said
 Marriage living, when that Contingency shall happen then In Trust
 for such survivor during the term of his or her natural life And
 immediately after the decease of such survivor In Trust for such Child
 or Children of the said Marriage who shall be then alive and the Repre-
 sentatives or Representatives, of such of them as shall happen to be Dead
 when that contingency shall happen his Her or their Executors Administra-
 tors and Assigns for ever as Tenants in common But so as that such
 Representatives shall only be entitled to and receive a Childs share
 part or proportion thereof in right of any such Child of the said Marriage
 which

which, he she or they shall represent, But when either the said John Boyd Harvey or the said Charlotte his intended Wife, (as the Case maybe) shall depart this Life if there shall happen to be no such Child or Children alive nor any Issue of such Child or Children then on that contingency the trust hereby reposed in the said Benjamin Allston his Executors and Administrators shall cease and determine And the said Slaves above Named become from thence forth vested in the Survivor together with the future issue and Increase of the said Slaves to the only proper use and behoof of such Survivor his or her Executors Administrators and Assigns forever And it is hereby declared to be the true intent and meaning of the said parties and at these presents, that during the Existence of the trust and Confidence hereby reposed in the said Benjamin Allston his Executors and Administrators the said Slaves are in no wise to be liable to be taken for any Debt that may be contracted by or for any claim or demand that shall or may be brought against the said John Boyd Harvey In witness whereof the said parties to this presents have hereunto interchangeably set their Hands and Seals on the day and Year above written.

In B Harvey  Charlotte Villeponteux 
 * *Test* (Carolina) Before me, Fran^s J. Delisle one of the Justices of the Peace for said District, Personally appeared Sam^l Allston who being duly Sworn sayeth he was present and saw John B Harvey sign Seal and as his Act and Deed deliver the within Instrument of writing for the purposes therein mentioned and that he also saw Charlotte Villeponteux sign Seal and as her Act and Deed deliver the within Instrument of writing for the purposes therein mentioned, and that Paul Michau and he the deponent did sign their Names as Evidences thereto in the presence of each other, or Francis G. Delisle one.
 Recorded the 19th December 1797.

Whereas in and by the within Deed, a Covenant for further assurances contained in the latter part thereof reference thereunto being had will more fully appear, the within mentioned Robert McCrady hath agreed to and with Martha Riley and Johnson Hagood also therein mentioned at their request and proper Cost execute such further Deeds, Conveyances or other Acts to secure more effectually the object in the said Deed contained, And whereas doubts have arisen whether the said Settlement be so made & executed as

* Slaves delivered in the presence of Paul Michau Junr. Sam^l Allston

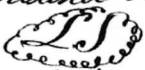
See Page 16 for the Marriage Settlement which this Deed refers to

do Carry fully into effect the Uses trusts intents and purposes expressed and intended by the said Deed and that were fully agreed upon previous to the solemnisation of the said Marriage. And the said Robert McCrady being requested and desired, by the said Martha Riley and Johnson Hagood in pursuance of the Covenant aforesaid to execute this further instrument the more perfectly to secure the object of the former, mentioned and appointed, reference therunto being had will more fully appear. Now then presents Witnesseth that the said Robert McCrady for and in Consideration of the said Marriage and the Sum of Ten Shillings to him in hand paid, by the said Martha and Johnson the receipt whereof the said Robert doth hereby acknowledge Hath granted, bargained and Sold & by these presents Doth grant bargain and Sell, unto the said Martha & Johnson their Executors Administrators and Assigns all the several Goods and Chattels in the afore mentioned deed to wit Eight Slaves, Maria Sam, Symus Moss, Aron Dyna, Risa and Tina, one hundred head of Cattle, five Horses, fifty hogs, one riding Chair, and an Eight day Clock, which said enumerated Goods the said Ann Riley now the Wife of the said Robert was lawfully seized and possessed in her own right previous to her intermarriage together with the future issue and increase of the said Female Slaves, and also the future issue of the said Cattle & Hogs. To have and to hold the said Negroes, And Cattle unto the said Martha and Johnson for ever Subject nevertheless, to the Uses Trusts intents, & purposes mentioned and appointed in the deed aforesaid, and to no other Use Trusts intents or purposes whatsoever, In Witness whereof the said Robert McCrady Hath here unto set his hand and Seal the first day of December one thousand seven hundred & twenty seven Signed Sealed & delivered in the presence of us Geo F Hahnbaum }
 Isaac Griggs } Robert McCredie
 Charles Terrell Personally appeared Mr Isaac Griggs who being duly sworn made oath that he was present and saw Robert McCredie sign Seal and as his act & deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with George Frederick Hahnbaum signed their names as witnesses thereto - Sworn to the 23 day of Decem. 1897 before Simeon Sheus J.P., Recorded the 23rd December 1897

State of South Carolina Whereas a deed of marriage settlement was duly executed on the seventh day of May in the Year of our Lord one thousand seven hundred and ninety three, between Henry Tait of the first part Hannah Morris widow, but now the Wife of the said Henry Tait, of the second part and John Labruce of

the third part, by which said deed she the said Hannah Norris for the consideration therein mentioned, did grant bargain sell assign transfer, and make over Twenty four Negroes and other Slaves named as follows Judy, Lenny Peggy Scipio, Marys Liddey and Katey, Molly, Dolly & John, Katey and Peter Sarah Lizzey Tenah, Sarah, Sally, Jones, Mynow, Cupid Stepheny Windsor Minge and Philander, with their Issue & increase, and also three several Plantations or tracts of Land in the said Deed mentioned and described unto the said John Labruce his heirs executors and Administrators, in trust for the use benefit and behoof of the said Henry Tait & Hannah his then intended wife, during their joint lives & to & for other uses in the said Deed contained, as reference being thereunto had will more fully appear. And whereas the said Henry Tait has this day agreed to convey to the said John Labruce all the right and interest which he the said Henry Tait derived from the said Deed of marriage settlement in and to the said Negro and other Slaves, and their Issue and increase and the said several Tracts of Land, in trust for the sole separate entire and distinct use of the said Hannah, his wife, exempt from the payment of his debts and free and discharged from the control of the said Henry Tait, Now know all Men by these presents that the said Henry Tait, in pursuance of the agreement aforesaid for consideration of five shillings to me paid by the said John Labruce, have granted bargained sold, assigned and released, and by these presents do grant bargain sell assign, and release, unto the said John Labruce all my right and interest in and to the said Twenty four Negro & other Slaves & their Issue & increase and in & to the said three ^{several} Plantations or Tracts of Land and also all the Household furniture, of which the said Hannah my wife was possessed at the time of her intermarriage with me, together with all and singular the rights members hereditaments & appurtenances to the said premises belonging or in any wise incident, or appertaining, to have and to hold all and singular the premises before mentioned, unto the said John Labruce his heirs, executors Administrators and assigns

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105. forever in trust nevertheless, and to and for the sole, entire separate & distinct use of the said Hannah my wife, exempt from any debts heretofore, or hereafter, to be contracted by me, and absolutely free and discharged from ~~my~~ control or direction or from the direction of any other person or persons whomsoever, except such person or persons to whom my said Wife shall submit the care and direction of the same, In Witness my hand and seal this sixth day of July in the Year of our Lord one thousand seven hundred and ninety six. Henry Tait. 
Sealed and delivered in presence of Elizabeth Graham, John Keith S. Carolina J. T. District & Before me Moses Glover Esq. one of the Justices of the Peace in the District & State aforesaid, personally appeared John Keith who being duly sworn, made oath that he saw the within named Henry Tait sign Seal & as his Act & deed deliver the within Instrument for the purposes therein mentioned & that he this deponent & E. Graham subscribed their names as Witnesses, Sworn to before me 15th July 1797. Moses Glover. J. P.
State of South Carolina in the Court of Equity, September Term 1797, I George Taylor, Register of the said Court, do hereby certify that upon the Petition of Mrs Hannah Tait within named, by Joseph Plyth of Georgetown District Physician her next Friend on the Eleventh Day of September in the Year of our Lord seventeen hundred & ninety seven, it was ordered by the said Court that the said Joseph Plyth be substituted as Trustee to support the Trusts contained in the within Deed in Lieu of John Labrecque therein named according to the late act. Geo Taylor Reg^r in Equity, recorded the 13th January 1798

State of South Carolina & This Indenture made the twenty eighth day of december in the Year of our Lord one thousand seven hundred and ninety seven. Between Mary Young of the one part and Jacob Ford of Charleston in the State aforesaid of the other part Witnesseth that for and in consideration, of the Sum of Five shillings in hand paid to the said party of the first part by the said party of the second part She the said party of the first part Hath granted, bargained and Sold and by these presents Doth grant Bargain and Sell unto the said parties of the second part, their Executors Administrators and assigns, All that undivided fifth part or share belonging to the said Mary Young of and in all those two brick tenements N^o 11. and 12. and lot of land on the South side of Broad Street thirty two feet front and ninety seven feet deep, bounded to the West on land occupied by the Bank

South Carolina to the East on land of the Estate of Edgar Wells
 to the South on lands of and to the North on Broad
 Street, Together with all the appurtenances, And the reversions
 and reversionary, remainder and Remainders, Rents Issues
 and profits then of To have and to hold the same unto the said
 parties of the second part their Executors, Administrators and
 Assigns for and during and untill the full end and term
 of one whole Year, commencing from the day next before
 the date of these presents, and from thence next ensuing and
 fully to be compleat and ended. Yielding and Paying there
 for at the end of the said term, the rent of one peck of Corn
 of the same shall be lawfully demanded To the intent
 that the said parties of the second part may be thereby and by
 force of the Statute in such Case made and provided made
 of force in this State enabled to take and accept a grant
 and release of the reversion and inheritance of the said prem,
 uses to them and their heirs and Assigns unto and for such
 trusts intents uses and purposes as shall be expressed and
 declared of and Concerning the same, 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, the word eighth in
 the last line being previously interlined. Mary Young 
 Henry Peronneau, Henry Peronneau, Charleston W. Personally appears
 and William Peronneau who being duly sworn made
 oath that he was present and saw Mrs Mary Young sign
 Seal and as her Act & deed deliver the within Instrument of
 writing to and for the uses and purposes therein set forth and
 that he the deponent with Henry Peronneau signed their
 Names as Witnesses thereto Sworn to the 17th Day of January
 1798 before Stephen Ravenel R.

State of South Carolina. This Indenture of three
 parts made the Twenty ninth day of December in the Year
 of our Lord one thousand seven hundred and ninety seven
 Between Dr James B Findley of the City of Charleston of
 the first part. Mary Young of the same City of the second
 part and Jacob Ford of Charleston in the State aforesaid
 of

the first part of the deal hereunto a man the said of which part of the personal Ford that in the solemnizing of the said Jacob Ford the receipt of Young by Findley presents alienated and set over conveyance and in order actual made by of these are the day of the State in this ators and mentioned previous which of the last deceased of our own the seven issues and spare with I have Executors

the said Mary Young is seized and possessed
 of the real and personal estate hereinafter and in the Schedule
 hereunto attached more particularly described And Whereas
 a marriage is intended to be shortly had and solemnized between
 the said James E. Lindley and Mary Young upon the contract
 of which marriage the said James E. Lindley hath agreed
 that if the same shall take effect that then the said real and
 personal estate shall be settled and conveyed to the said Jacob
 Ford to the use trusts intents and purposes hereinafter particu-
 larly expressed and declared. Now this Indenture witnesseth
 that in consideration of the said marriage so to be had and
 solemnized and of the said agreement and of the sum of Five
 shillings in hand paid to the said Mary Young by the said
 Jacob Ford at or before the sealing and delivery of these presents
 (the receipt whereof is hereby acknowledged) She the said Mary
 Young doth and with the private and consent of the said James E.
 Lindley testified by his being a party to and executing these
 presents doth grant bargain sell release convey
 alien and confirmed and confirmed and transferred assigned
 and set over and by these presents doth grant bargain sell release
 convey alien remise and confirm and transfer assign set over
 and in open market deliver unto the said Jacob Ford (in his
 actual possession now being by virtue of a bargain to him thereof
 made by Indenture bearing date the day next before the day
 of these presents for the term of one whole Year commencing from
 the day next before the date of the within Indenture, and by force
 of the Statute for transferring uses into possession made of force
 in this State) and to the survivor his heirs executors, administr-
 ators and assigns All the real and personal property particularly
 mentioned and described in the Schedule hereunto annexed
 pursuant to the act in such case made and provided, to all
 which the said Mary Young is entitled under and by virtue
 of the last Will and Testament of her late father Arthur Veronneau
 deceased bearing date the thirteenth day of October in the Year
 of our Lord one thousand seven hundred and seventy four and
 the reversion and reversions, remainder, and remainders rents
 issues and profits, And all the estate right title interest, use
 share whatsoever of her the said Mary Young of in and to the same
 to have and to hold the same unto the said Jacob Ford his heirs,
 executors Administrators and assigns To his sole proper use benefit
 and

behoof forever Upon trust nevertheless and to and for the several
 uses intents and purposes herein after expressed, and declared of
 and concerning the same, that is to say In trust untill the said
 Marriage shall take effect unto the proper use and behoof of
 the said Mary Young her heirs executors, Administrators and
 assigns, and from and after the solemnization of the said Marriage
 In trust to and for the sole and separate use of the said Mary
 Young notwithstanding her coverture, for and during the term
 of her Natural life free from any power or controul of the said
 James EB Findley or from any liability to any of his debts or
 Contracts, but the same with the increase and profits thereof
 to use and enjoy at her Will and pleasure, and from and
 after the decease of the said Mary Young then (in case the
 said James EB Findley should be then alive and there should
 be issue of their bodies living) In trust to and for the use of
 the said James EB Findley, and his assigns during his natural
 life and from and after his decease In trust to and for the use
 and behoof of all and every the Son and Sons daughter and daughters
 of the said James EB Findley on the body of the said Mary Young
 lawfully to be begotten and the Children of such Sons and daughters
 in case any of them shall be then dead leaving issue in equal
 shares and proportions but the Child or Children of such of the
 said Sons or Daughters, as shall then happen to be dead shall be
 entitled only to the share which his her or their father or mother
 would have been entitled to if living equally to be divided among
 such Child or Children if there be more than one and if but
 one then wholly to that one But in case the said Mary Young
 should die in the lifetime of the said James EB Findley without
 leaving issue of her body then In trust to and for such uses and
 intents as the said Mary Young by her last will and testament
 in writing or by any other writing duly executed in the presence of
 two or more credible witnesses, shall limit direct or appoint
 And in default of such limitation, direction or appointment
 then In trust to and for the use of the said James EB Findley
 and his assigns for and during the term of his natural life
 and from and after ^{his} decease In trust to and for the use
 of Mrs. Mary Perronneau, and her assigns for and during
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Term of her natural life and from and after her decease In trust
 to and for the use of Robert Young Hayne and his assigns and
 during the term of his Natural Life and from and after his decease
 In trust to and for the use of the Children of the said Robert Young
 Hayne, as shall be then living in equal shares and proportions
 but in case he should die without leaving issue living then In trust
 to and for the use of all and every the Brothers and Sisters of the said
 Mary Young, and the Children of such Brothers and Sisters as
 shall be then dead leaving issue in equal shares and proportions
 but the Child or Children of such Brothers and Sisters, as shall then
 happen to be dead shall be entitled, only to the share its parent
 would have been intitled to if living equally to be divided
 if more than one Child, and if but one then the whole to that one
 But if it should so happen, that the said Mary Young should
 survive the said James E B Findley without having any issue of
 their Bodies then and from thenceforth the property hereby conveyed
 shall be forever discharged of and from the said Trusts and the same
 be absolutely reinvested in the said Mary Young her Heirs Executors
 Administrators and assigns And it is hereby declared and agreed
 by and between all the said parties, that in case the said James
 E B Findley and Mary Young, or the survivor of them shall be desirous
 to have the said property hereby settled or any part thereof sold
 and the money arising by such Sale invested in any security public
 or private, or laid out in the purchase of other property and shall
 signify such desire in writing signed in the presence of two or
 more credible witnesses that then the said Trustees or the survivor
 his Heirs Executors, Administrators, or assigns shall accordingly sell
 and dispose of the said property or any part thereof for the best price
 that can be had or gotten for the same, and the monies arising there-
 from shall be invested, and laid out in the purchase of other
 property which shall be and is hereby declared to be subject to the
 same trusts uses and limitations, as the said property hereby
 settled according to the True intent, and meaning of these presents
 And lastly it is hereby agreed that the said Trustees and their
 representatives well and faithfully performing the said Trusts shall
 be authorised from time to time, out of such monies as may
 come into them to retain and deduct, all such Costs charges and
 Expences, as they may be put unto in the Execution thereof
 In witness whereof the said parties to these presents have
 hereunto set their hands and Seals the day and year just above written

James E B Findley

Mary Young

Sealed and delivered in the presence of, the Executors & Interlocutions
being first made as within W^m Peronneau Henry Peronneau
The Schedule, to which the annexed Indenture refers attached
in conformity to the act of Assembly in such case made and provided
a bond of William Hayne penalty £227.15.6 Condition \$113.17.9 dated
1. Decem^r 1797. A Negroe Wench named Fraw, ^{As this is part of}
the property which came to Mr Young on a partial division of her
father's estate. Also one fifth part or share of the following undivided
real and personal property of her father's estate to wit, Of all
those two brick tenements. &c 11 & 12 and lot of land on the south side
of Broad Street 32 feet front & 97 feet deep Bounded to the West on
land occupied by the Bank of South Carolina to the East on
land of the Estate of Edger Wells to the South on land of
and to North on Broad Street. Of eight negroes, Charlotte Betty Peter
Nancy James Beck Susanna & Maria. Of the following 6 Bonds
William H Wigg & Richard Hutsons, joint & several bond to Henry
Peronneau Esq Arthur Peronneau. In form date 8th 19th Jan^y 1775
Condition

William H Wigg & Isaac Hayne's joint & several Bond }
to ^{Richard Hutson} ~~Henry Peronneau~~ Executor of said A Peronneau Interest } 3000 Curr^y
from date the 11th Apr^{il} 1777 }
Thomas Hutson's bond to the same Interest from the date 14 Mar 1778, 450 Curr^y
The same to the same. the like 19 Mar 1778. 4593 Curr^y
Sarah & John Rutledge's bond to Arthur Peronneau } 6825 Curr^y
Interest from date at 8th Cent 1st July 1766 }
William Bull jun^r Bond to Sam^l Peronneau Esq }
assigned to the Ex^{rs} of Arthur Peronneau by } 1225 Curr^y
Alexander Garden adm^r James Peronneau }
Interest from date 5th Nov 1777 }

Of three indents to wit, Loan office certificates } 211 \$1238 27. 6th Cent
211 } 835 90. 3th Cent
211 } 547 72. 6th Cent

4th May 1796 finded } Charleston vs. Personally appeared
Mr William Peronneau who being duly sworn made oath that
he was present and saw James E B Findley and Mr Mary Young
severally sign Seal and as their respective Act^s and deliver
the within Instrument of writing, to and for the uses & purposes
therein set forth and that he the Deponent with Henry
Peronneau signed their names as Witnesses thereto
Sworn to the 17th day of January 1798 before Stephen Ravenal I
recorded the 17th Janu^y 1798.