

his executors Administrators and Assigns, to and for the
 several uses intents and purposes herein after declared. -
 he professed limited and appointed, to the use and behoof of the
 said Amelia Murray his executors Administrators & Assigns
 until the solemnization of the said intended Marriage
 and from and immediately after the solemnization of the
 said intended Marriage, then to the use and behoof of the
 said Amelia Murray for and during her natural life, and
 in case the said Estate should determine before the death of
 the said Lewis Cameron, then to the use and behoof of him the
 said Lewis Cameron for and during his natural life, and after the
 determination of the said Estates hereinbefore limited and de-
 clared, to the said Lewis Cameron and the said Amelia Mu-
 rray for their natural lives, then to the use and behoof of the
 lawful Issue of their joint Bodies begotten, which they shall
 leave living at their decease, and in default of such Issue, then
 to the use and behoof of the survivor his or her executors Adminis-
 trators and Assigns forever, and also upon trust and it is the
 true intent and meaning of these presents, and of the Parties
 thereto, that the said John Trentice his executors Administrators
 and Assigns shall and will, at all times, permit the said Amelia
 Murray during her natural life, from time to time and at
 all times, to take and receive the hire, profits and emoluments
 and to enjoy the work, labour and services of the said Negroes
 and that the same shall be at her disposal solely & separately
 notwithstanding her intended or any future other Cover-
 ture, uncontroll'd by the authority or influence and un-
 affected by the debts or engagements of her intended or any
 future or other husband, and that her Receipts and all such
 other acts of discharge and engagement as shall be recep-
 tive and would have been valid were she sole and unmarri-
 ed, shall be equally so, notwithstanding her Coverture,
 and shall operate as good and sufficient discharges and
 assurances in the persons to whom they shall be given or with
 respect to whom the may be made, and John Trentice for
 himself, his Heirs Executors and Administrators, Covenants
 and Agrees to and with the said Lewis Cameron and the said
 Amelia Murray and each of them, his or her executors Administrators
 and Assigns, that he his executors Administrators & Assigns
 shall and will well and truly perform and carry into execu-
 tion, all and singular the Intents, Contents, purp'les, limitati-
 ons, and appointments, herein contained as per and in all cases
 in which he or they is or are bound to carry the same into execu-
 tion, and further that he and they shall and will from time

353

to time and at all times make and execute all such Con-
sents and writings as shall be legal and necessary to the
faithful execution of the Trusts limitations and appoint-
ments herein contained, In witness whereof the Per-
ties have hereunto set their hands and seals the day &
year first above written Lewis Cameron /ss/ Amelia X
Murray /ss/ J. Prentiss /ss/ Sealed and Delivered in presence
of the same "Amelia" throughout the Deed being written on
brasures Thomas Denny Langdon Cheves, Charleston
Personally appeared Langdon Cheves who being duly
sworn maketh oath he was present and saw Lewis Cameron
and John Prentiss sign seal and Amelia Murray make her
mark and seal and as their act and Deed deliver the within
Instrument of writing to and for the uses and purposes -
therein mentioned and that he together with Thomas
Denny signed their names as witnesses to the same -
Sworn to before me this 11th June 1799 Dated Jas. Ravenel Jr.
Recorded 11th June 1799.

South Carolina

This Indenture made the 22nd day of April
1753, and in the 26th Year of the Reign of our Sovereign Lord George
the second by the grace of God of Great Britain, France and
Ireland King defender of the Faith and so forth, Between
Dorothy Morton widow and Relict of John Morton late of the
Parish of St. James Goose Creek Esq; deceased and John Moultrie
Jnr. of Charles Town Doctor of Physick of the one part, and the
Honble William Middleton of the said Parish of St. James Goose-
Creek Esq; and William Day of Cape Fear in the Province
of North Carolina Esq; of the other part, whereas a marriage
with the blessing of God is speedily intended to be had and solemn-
ized between the said John Moultrie and the said Dorothy Mor-
ton, and whereas the said Dorothy is now possessed in her own
right of the several negro slaves hereinafter mentioned, which
she is desirous to have settled in Trust to and for the several
uses herein specified, in case the said intended marriage should
take effect, This Indenture therefore witnesseth the said
Dorothy Morton with the privity and consent of the said John
Moultrie party hereto testified by his signing and sealing
these presents, for and in consideration of the said intended
marriage and of the sum of twenty pounds Current Money
of the said Province to her in hand paid by the said William
Middleton and the said William Day the receipt whereof

33. the said Dorothy Morton doth hereby acknowledge that in
granted bargained and sold and by these presents with the
privy and consent of the said John Moultrie doth give
grant bargain and sell unto the said William Middleton and
William Dry all these forty Slaves Male and Female here-
inafternamed and now in this Province viz: George, Tom, Flora
Hannah, Peter, Sarah, Mya, Sam, Junior, Frank, Jemmy
Ester, Doway, and the Child Bob; also Diana, Isaac, Phillips, Abi-
gail Serv. and Child Diana, Abraham, Quamine, Paul, Cato,
Chloe, Simon, Flora, Sipio, Dick, Darshie, Johnnott, Toola
Lyrene, Andrew, Betty, Bubee, Joe, Frank Star, Phek, Judy
Bob Serv. and Abigail Serv., and also all those six other negroes
belonging to the said Dorothy being now at Cape Fear in the
Province of North Carolina viz Jemmy, Lucinda, Rose, Jack,
Sabina and Hercules, To have and to hold, all and singular
the said forty six negroes with their future Spue and Increase
unto the said William Middleton and William Dry their
Exors Admrs and Afgns forever, upon this Special -
Trust and Confidence nevertheless and to the several uses -
intents and purposes herein after declared concerning the
same and to no other use intent or purpose whatever that is
to say, In Trust for and to the use of the said Dorothy Morton un-
til the said intended Marriage shall take effect, and im-
mediately from and after the solemnization of the said
Marriage, Then In Trust for and to the use of the said John &
Dorothy for and during the term of their joint lives, and in case
the said Dorothy should survive the said John, then immediate-
ly from and after the decease of the said John Moultrie In Trust
for the said Dorothy her Exors Admrs and Afgns forever, But
in case the said Dorothy should die in the life time of the
said John and should leave any Child or Children who
should live to survive the said John then after the decease
of the said Dorothy, In Trust for and to the use of the said John
Moultrie for and during the term of his natural life and im-
mediately from and after his decease, Then In Trust for the
Child of the said Dorothy by the said John, who should be alive
at the time of the said John and the Exors Admrs and Afgns
of such Child forever, But if more than one Child of the said
Dorothy by the said John should be alive at the time of the
Death of the said John, Then In trust for the said Children
whether Sons and Daughters or Sons or Daughters share and
share alike, and to the Exors and Admrs and of such Children

354 But if after the solemnization of such marriage the said Dorothy
should die before the said John and should not leave any child
or children by him, then immediately from and after the death
of the said Dorothy w^tout Spouse, In Trust for and to the use of the said
John Moultrie his executors Admors and Assigns forever, and for as
much as negroes are usually of an untoward and savage
nature, which often makes it necessary to sell them to other
persons, it is hereby covenanted and agreed upon by and
between all the said parties to this Indenture, that imme-
diately from and after the said intended Marriage shall
take effect, it shall and may be lawful to and for the said
John Moultrie at any time or times with the priwty and
consent of the said Trustees or either of them their or either of
their executors, admors to sell and alienate any or as many as he
shall think fit of the said Slaves, and that the purchaser or
purchasers of such slaves at any time or times so sold by
the said John Moultrie shall from thenceforth be deemed
the real owner or owners of the slave or slaves so sold and
that freed and clear from any Trust, authority or intermed-
dling of them the said William Middleton and William Dry or either of them, their or either of their executors Admors or
Assigns, Provided nevertheless and the said John Moultrie for
him his Heirs Executors and Administrators doth Covenant
and agree to and with the said William Middleton & William Dry
their Executors and Administrators, that in case the said
intended Marriage shall take effect, and that he the said
John Moultrie shall during the life time of the said Doro-
thy, or of her Spouse at any time dispose of, or alienate any
of the aforementioned slaves or their issue or increase, that
then he the said John Moultrie his executors or Administrators
shall and will substitute another slave or slaves equal in
number and value with the slave or slaves so sold in the
room and stead of the slave or slaves so sold and alienated
and that the slave or slaves so substituted shall be subject
to the same Trust and uses herein before mentioned as any
thing herein before contained to the contrary notwithstanding.
In witness whereof the said parties to these presents have
hereunto Interchangeably set their hands and seals the day and
year above mentioned Dorothy Morton by John Moultrie
sealed & Delivered in the presence of Thomas Smith Jun^r George
Waring, South Carolina, Charleston District, & Benjamin
Smith of Belvedere in the County of Brunswick and State
of North Carolina being duly sworn saith he is the only acting
Executor of the last will and Testament of the late William

355 De
De
tu
na
be
me
in
Ja
Ge
Jee
on
Jos
vn
of
Th
H
be
bl
of
in
Oh
th
ce
pr
a
ll
sa
bo
M
to
er
Ap
to
ap
se
of
in

355 Day before named, as a Trustee with me, that he had written to me at
sundry conversations informed this deponent that such a
Deed of Marriage Settlement as the writer was made be-
tween his sister Dorothy Norton and John Moultrie within
named, that he this deponent found the will in amongst the
most valuable papers of the said William Day after his decease &
believes the same to be genuine Benj Smith, sworn before
me this 2^d July 1799 Isaac Motte Notary Public. Recorded 2^d
July 1799.

This Indenture Tripartite made the fourth day of
January in the second year of the Reign of our Sovereign Lord
George the Third by the Grace of God of Great Britain France and
Ireland King Defender of the Faith and so forth, and in the Year of
our Lord one thousand seven hundred and sixty two, Between
John Moultrie of the Parish of Saint James, Slave brewh in the Pro-
vince of South Carolina Esquire of the first part, Eleanor Austin
of Charles Town in the said Province Spinster of the second Part and
Thomas Lynch of Charles Town aforesaid Esquire of the third part,
Whereas a marriage by Gods permission is shortly intended to
be had and solemnized between the said John Moultrie and the said
Eleanor Austin, and whereas the said Eleanor Austin at the time
of executing these Presents is possessed of interested in and Intitled
unto twenty seven Negroe slaves named Sarah, Hannah, Roxanna
Philipi, Cuba, Betty, Belinda, Judith, bondatia, Sabina, Philipi
the younger, Amy Cleopatra, Iuba, Moses, Frank, Portius, Mar-
cus, Dick, John Abram, And whereas upon the treaty &
previous to the said intended marriage it hath been and is
agreed between the said John Moultrie and
Eleanor Austin, that the said twenty seven Negroe slaves named
Sarah, Hannah Roxanna, Philipi, Cuba, Betty Belinda Judith
bondatia, Sabina Philipi the younger, Amy Cleopatra, Iuba
Moses, Frank, Portius, Marcus, Dick, John Abram belonging
to the said Eleanor Austin together with the future issue and In-
crease of the said female slaves shall be by her transferred
Assigned and set over to and vested in him the said Thomas Lynch
to for and upon the several Trusts Intents and Purposes herein
after particularly expressed and declared of and concerning the
same, Now this Indenture witnesseth that in pursuance
of the said recited Agreement and in Consideration of the said
intended marriage, and also in Consideration of sum of

35

356 Two pounds gold and lawfull Money of the Province aforesaid
to him the said John Moultrie in hand paid by the said Eleanor
Austin at or before the sealing and delivery of these presents, the
Receipt whereof the said John Moultrie doth hereby acknowledge
and for the aforesaid setting and apuring of the aforesaid
and named twenty seven Negroes Slaves together with the
future Issue and Increase of the said Female Slaves intended
to be herein and hereby aforesaid transferred and set over
for and upon the several uses Trusts Intentts and purposes herein
in after mentioned expressed and declared of and concerning
the same, and also for and in consideration of the sum of ten
Shillings lawfull Money aforesaid to her the said Eleanor Austin
in now paid by the said Thomas Lynch and for diverse other
good causes her thereunto moving the said Eleanor Austin
by and with the knowledge Privily Consent and approbation
of the said John Moultrie her intended Husband testifid
by her being a party to and executing these presents, hath her-
gained sole aforesaid Transferred and set over and by these
present, Doth bargain sell aforesaid transfer and set over
unto the said Thomas Lynch his Executors and Administra-
tors all those the said twenty seven Negroe Slaves named
Sarah Hannah, Rosanna, Philipi, Couba, Betty Belinda
Judith Condatia, Sabina, Philipi the Younger, Amy, --
Cleopatra, Isela, Moses, Frank, Portius, Marcus, Dick,
John Abram, together with the future Issue and Increase of the
said Female Slaves, and all the Estate Right Title Interest
Property Claim and Demand whatsoever both at law and in
Equity of her the said Eleanor Austin or of any other Person or Per-
sons in Trust for her of in to or out of the said twenty seven
Negroe Slaves and Premises and every part and parcel thereof
To have and to hold the said twenty seven Negroe Slaves
named Sarah, Hannah, Rosanna, Philipi, Couba, Betty, Be-
linda, Judith, Condatia, Sabina, Philipi the Younger -
Amy, Cleopatra, Isela, Moses, Frank, Portius, Marcus, Dick,
John Abram, together with the future Issue and Increase of the
said Female Slaves and other the Premises herein before and
intended to be hereby aforesaid Transferred and set over unto
the said Thomas Lynch his Executors and Administrators to for and
upon the several uses Trusts Intentts and purposes herein
aforesaid and declared of and concerning the same
that is to say, to the use and behoof of the said Eleanor Austin
her said Executors and Administrators until the solemniza-
tion of the said intended Marriage and from and immediately

357 after the demise or otherwise of the said John Moultrie and Thomas Lynch his Executors and Administrators shall put it and suffer the said John Moultrie and his Assigns to have the possession of and to take receive and enjoy the labour work service and profits of the said twenty seven Negro Slaves with the future Issue and Increase of the said Females without rendering any account for the same for and during the term of his natural life, and from and immediately after the Death of the said John Moultrie In Trust to permit and suffer the said Eleanor Austin the said intended wife of the said John Moultrie to properly take receive and enjoy the labour work service and profits of the aforesaid twenty seven Negro Females with the future Issue and Increase of the said Females without rendering any account of the same for and during the term of her life and from and after the decease of the said John Moultrie and Eleanor Austin In Trust for such Child or Children of the said John Moultrie and Eleanor Austin as shall be living at the time of their Death to be shared and divided among them in equal shares and proportions. But in Case there shall be no such Issue of the said intended Marriage that shall live to be intitled to the said twenty seven Negro Slaves with the said Issue and Increase of the said Females then the said twenty seven Negro Slaves with the aforesaid Issue shall go to and be for the only use and benefit of the Survivor of them the said John Moultrie and Eleanor Austin and of the Executors Administrators or Assigns of such Survivor, and to for and upon no other Trust Intent or purpose whatsoever, and it is also hereby agreed between the said Parties to these presents that for and notwithstanding any thing herein before contained the said John Moultrie upon the misbehaviour of or for any other cause or reason at any time hereafter shall or may sell and dispose of all or any of the said Negroes, Provided that he the said John Moultrie do and shall put in the place and stead upon the Trusts and for the uses and Intents aforesaid of every such Negro which he shall so sell and dispose of one of equal value with him or her so to be sold and disposed of, In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first above written Eleanor Austin /s/ Thomas Lynch /s/ J. P. Moultrie /s/ sealed & Delivered in the presence of Lynch Roberts, J. Moultrie - Charleston personally appeared Miss Lynch Roberts who made oath she was present and saw Eleanor Austin, Thomas Lynch and John Moultrie sign seal and witness and did deliver the

Within instrument of writing to and for the uses and purposes
herein mentioned and that she together with James Thompson
have signed their names as written to the same, sworn to before
me this 6th July 1799 Isaac Motte Notary Public Recorded 6th July 1799,

South Carolina,

Articles of Agreement made and executed this
29th day of January 1799 between James Booth Thompson of the
Round O in the State aforesaid of the one part Elizabeth -
Youngblood of the same place Daughter of Colonel Peter -
Youngblood deceased of the second part and Col. William
Fishburne and Thomas Tenden also of the same place, &
Trustees for the said Elizabeth Youngblood of the third part,
Whereas a marriage is shortly intended to be had and -
solemnized between the said James Booth Thompson and the
said Elizabeth Youngblood, and whereas the said Elizabeth
Youngblood is intitled under the late Will and Testament
of her said Father, and also one of the Heirs at law to a consi-
derable undivided Estate both Real and Personal which
her said Father possessed at the time of his death, and it -
having been agreed between the parties that the said Estate
both Real and Personal of whatsoever nature it may be,
which the said Elizabeth Youngblood now is, and may here-
after be entituled to as aforesaid and that may come to her share, shall
be Conveyed transferred and secured firmly and effectually to
the said Col. William Fishburne & Thos. Tenden and the survivors
of them his Heirs Executors Administrators and Spigas Bro.
Trust for the purposes herein after mentioned, but the Estate
to which the said Elizabeth Youngblood is entituled to, being
undivided and ascertained the same cannot at present
be effected so satisfactorily as if the said Estate was divi-
ded and apertained, Now Therefore the said James Booth -
Thompson in Consideration of the said intended Marriage
and in pursuance of the said agreement, and also in considera-
tion of the sum of ten shillings Sterling to him in hand paid
by the said Col. William Fishburne & Thos. Tenden doth hereby
for himself his Heirs Executors and Administrators article
covenant promise and agree to and with the said Col. William
Fishburne & Thos. Tenden their heirs Executors Administrators
and Spigas in manner following that is to say, that after
the said Marriage shall have taken effect and the Estate of
the said Peter Youngblood divided and proportioned and there

which he said Stephen Youngblood is now and has
 been entitled to a certain estate and airds and to whom it shall
 devide to her, he named James Booth Thompson with his wife the
 said Elizabeth Youngblood his intended wife in marriage and se-
 curing firmly and effectually to the said Col. William Edinburgh
 & Thomas Pendleton the survivors of their heirs executors -
 Administrators or Assigns as the case may require the whole of the
 said Estate of whatsoever nature or may be either Real or
 Personal, In Trust nevertheless to and for the following uses &
 purposes that is to say In Trust to and for the joint use bene-
 fit and behoof of them the said James Booth Thompson and
 Elizabeth Youngblood during their joint lives, without
 being at all liable or in any manner subject to the creditors
 of the said James Booth Thompson, and from and after the death
 of the said James Booth Thompson should he die before the
 said Elizabeth Youngblood then In Trust for the sole use
 benefit and behoof of the said Elizabeth Youngblood his heirs and
 Assigns for ever, and in case the said Elizabeth Youngblood
 should die before the said James Booth Thompson without
 living any child or children, grand child or grand children
 living at her death then In Trust from and after the death of the
 said Elizabeth Youngblood to and for the sole use benefit and
 behoof of the said James Booth Thompson his heirs and Assigns
 for ever, but should the said Elizabeth Youngblood die
 before the said James Booth Thompson 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 Elizabeth
 Youngblood to and for the use benefit and behoof of the said
 James Booth Thompson during his natural life without
 impeachment of waste, and the whole of the said Estate at the
 death of the said James Booth Thompson to be limited and
 disposed of to such Child or Children, grand Child or Grand
 Children by the said Marriage as may be then living in
 such proportion and to whom of them should their be more
 than one, he by his last will and Testament duly executed
 may devise, limit and appoint, but should there be no Child
 or Children, grand Child or grand Children living at the death
 of the said James Booth Thompson then to such other person as he
 by his will aforesaid may think proper to devise, limit and
 appoint, and in default of such will or appointment then
 In Trust for the use benefit and behoof of right heir of the said
 Elizabeth Youngblood for ever, and the said James Booth
 Thompson doth also for himself his heirs executors and

361

Administrators further Covenant promise and agree to and
with the said Col. William Fishburne & Thomas Tendin and the
Heirs Executors Administrators and Assigns of the Survivor of
them as they case may require that he will at all times after
Execution of the said Conveyance and at the request of the
said Col. William Fishburne and Thos. Tendin or either of them or
the Heirs Executors Administrators or Assigns of the Survivor
of them join with his said intended wife in executing such
further Deeds and Conveyances as the said Col. William
Fishburne and Thomas Tendin or either of them and the Heirs
Executors Administrators or Assigns of the Survivor of them
may think requisite for the better and more firmly secu-
ring and conveying the Estate or Property aforesaid to them
or him or his Heirs Executors Administrators or Assigns as
the case may require. In Trust for the uses & purposes afo-
resaid. In Testimony whereof the parties to these presents have
hereunto set their hands and seals the day and date first
above written J.B. Thompson & Elizabeth Youngblood A.D.
In Presents of R. Singellton, R. Singellton Junr.
State of South Carolina, Personally appeared before me
Richard Singellton Junr. who being duly sworn made
oath that he saw James B. Thompson Junr. did sign seal
and deliver the above Deed for the uses and purposes herein
aforesaid, and that he saw Richard Singellton -
Junr. subscribe his name as a witness thereto, sworn to
before me the 18th July A.D. 1799 Thomas Gough, I.P.C. D.
Recorded 26th July 1799.

South Carolina This Indenture Tripartite made this
fourteenth day of March in the year of Our Lord 1799
between Mary Sanders of the parish of St Paul in the State
aforesaid Testator of the first part: William Elliott Edings
now of the State of Georgia Gentleman of the second part
and Paul Hammon & William Peter Smith of the third
part Testifying that whereas a Marriage is shortly
intended to be had & solemnized by and between the said
William Elliott Edings, and Mary Sanders: And whereas
the said Mary Sanders is possessed of in her own right
the following Negroes vizt. Paul Bob a Carpenter, Bob
Dancer Mcloughly, Matthias, Flora, Hammah, Lucy
Livers, Hammah, Tim, Leonora, Nancy & child also.
And is moreover entitled to a certain dividend of the
Estate of her deceased Husband Father, the late Thomas
South Esqur: and is also entitled to certain Monies
due her deceased former Husband the late Charles

361. Ferguson Dugue and a claim of Dower in, and upon certain
bands, as the Doctor of the said Charles Ferguson deceased
howe it known that for and in consideration of the said
Intended Marriage taking place, and of the sum of two dollars
in hand paid well and truly paid, to the said Mary
Saunders by ~~Paul~~ Hamilton & William Peter Smith
the receipt whereof is hereby acknowledged, she the said
Mary Saunders, by and with the consent & privity of
the said William Elliott Dugue, testifying by his being
a party to, and signing and sealing these presents doth
give grant bargain sell assign transfer and set over unto
the said Paul Hamilton & William Peter Smith
their executors Administrators and assigns the aforesaid
Negroes with the future issue & increase of the females
together with the other property above recited & specified
and also all and every other species or description
of property or Estate, which she now has, or is entitled
to, or hereafter may by any means acquire In Trust
to and for the purposes herein after mentioned, that is
to say, that until the consummation of the said
intended marriage, and thereafter unto the said
Paul Hamilton and William Peter Smith, shall
have and hold all the above recited Negroes with
the future issue and increase of the females, and
all the other specified property which the said Mary
Saunders now has, is intitled unto, or may here after
acquire to them, the said Paul Hamilton & William
Peter Smith their executors Administrators and
Assigns. In Trust to be for the sole & separate use &
behalf, of the said Mary Saunders, so that the said
Mary Saunders, may at all times have, use, enjoy &
dispose of by will, or otherwise, the aforesaid Negroes
& the future issue and increase of the females and any
other species or description of property herein before
specified or mentioned, in the same manner, and as
free from restraint of every kind, as if no such
marriage had taken effect. In witness whereof the said
Parties have hereunto on the next page set their hands
& seals on the day and year first above written —
William & Dugue the Mary Saunders & William Peter
Smith ~~do~~ Paul Hamilton ~~do~~ signed sealed and
delivered in the presence of Sarah Hamilton Sean
Hann, Sarah McElliston - Received on the day

362

of the within Indenture of Paul Hamilton and William Peter Smith the sum of two dollars being the full consideration Money wherein mentioned Received by me
 William E. Edings attorney Saunders - State of North Carolina
 Before me Matthew O'Discoll Esquire one of the Justices of
 Peace in the State aforesaid personally came before
 Mrs Jane Harris one of the subscribing Testifiers to the
 within Instrument of writing who declares on oath
 That she saw the within mentioned parties sign and
 seal the Act I need not know or ope the within Instrument
 writing. That she saw the said William E. Edings & Mary
 Saunders sign the receipt for the within specified Con-
 sideration Money. And that she and Mrs Sarah Hammett
 and Miss Sarah Stevenson did sign their Names as
 Testifiers to the within Instrument in the presence
 of each other and at the request of the said Parties.
 Jane Harris Sworn to before me June 29th 1799.
 Matthew O'Discoll. Esq. Recorded 12 August 1799 -

South Carolina

This Indenture made the twenty second day
 of June in the Year of our Lord one thousand seven hundred and
 ninety nine, and in the twenty third year of the Sovereignty and
 Independence of the United States of America, Between Samuel
 Isaac Thurston of Wilmington in the State of North Carolina Merchant
 of the first part, Jane Tuthey of Georgetown in the State of South Caro-
 lina widow of the second part, and John Cogdell and ^{James} Mc-
 liston of Georgetown aforesaid Esquires of the third part, Witnessef
 that whereas a Marriage is agreed upon and intended to be solemn-
 ged between the said Samuel Isaac Thurston and the said Jane
 Tuthey, And whereas the the said Jane Tuthey is entitled to her
 Distributive Share or proportion of the Estate property and effects
 which belonged to John Tuthey her late husband at the time of
 his decease and of which no distribution hath been hitherto made
 And whereas it hath been agreed on by and between the said parties
 to these presents that in pursuance thereof the said distributive
 share or proportion of the Estate property and effects which belong-
 ed to the said John Tuthey and to which she the said Jane Tuthey
 is by law entitled shall be granted conveyed settled apportioned
 transferred and set over unto the said John Cogdell and Josiah
 Atton by her the said Jane Tuthey upon the Trust and to and
 for the intent and purpose hereinafter mentioned expressed
 and declared of and concerning the same, Now this Indenture
 also witnesseth that in consideration of the said intended
 marriage, and for granting conveying apportioning transferring

363. setting over settling and apuring the same as aforesaid, and in consideration of one Dollar lawful Money of the United States - apaid by the said John Logdell and Josias Allston to the said Jane Tuthey in hand paid at and before the sealing and delivering these presents the receipt whereof is hereby acknowledged, the the said Jane Tuthey with the consent and approbation of the said ~~John~~ Isaac Thurston testified by his being a party to sealing and delivering these presents, hath granted bargained sold apigned transferred and set over, and by these presents doth grant bargain sell apign transfer and set over over the said distributive share or proportion of the estate property and effects to which she - the said Jane Tuthey as the widow of the said John Tuthey who died intestate is by law entitled, unto the said John Logdell and Josias Allston, to have hold receive and take the said distributive share or proportion of the estate property and effects which were of her said late Husband at the time of his death (to which she the said Jane Tuthey is by law entitled) unto and by the said John Logdell and Josias Allston and the survivor of them his executors Administrators and Assigns In Trust for the said Samuel Isaac Thurston & Jane his wife during their joint lives from the time of the solemnization of the said marriage, it being nevertheless the true intent and meaning of the said parties and of these presents, that no part thereof shall shallegat any time thereafter be liable to be seized taken or sold for any debt or contract of him the said Samuel Isaac Thurston in anywise whatever or by virtue of any Indig- ment or Execution that shall or may be obtained or issued forth against him the said Samuel Isaac Thurston during the operation of the Trust and confidence hereby reposed in the said John Logdell and Josias Allston, but that he the said Samuel Isaac Thurston shall and may be at liberty to have take and re- ceive whatever profit or emolument shall arise or accrue therefrom towards the support and maintenance of the said Jane his wife, and the said Samuel Isaac Thurston for himself his executors and Administrators doth hereby covenant promise and agree to and with the said John Logdell and Josias Allston, and to with the survivor of them his executors and Administrators - that at any time after the solemnization of the said marriage it shall and may be lawful for the said Jane his wife by her last will and Testament to be duly executed (and notwithstanding her Covernore) to devise and bequeath in such manner as she - shall think or may think proper of her own free will the whole or any part of the estate property and effects hereby settled and apured in manner aforesaid, but in case she shall hap- pen to depart this life without having made such last will and

and Testament, and he the said Samuel Isaac Thurston shall be living then and on that contingency the same shall be equally divided between and among the Children of the said Jane his wife which she now hath, and such Children or Children as shall or may be hereafter born of the Marriage so aforesaid to be solemnized between her the said Jane Tuthey and the said Samuel Isaac Thurston share and share alike in the same manner as if the said Samuel Isaac Thurston had departed this life sole and unmarried, and in exclusion of the right and title therin of him the said Samuel Isaac Thurston and for the purpose of reducing into absolute possession the distributive share or proportion of the Estate and Effects of the said John Tuthey to which the said Jane Tuthey is by law entitled as aforesaid she the said Jane Tuthey with the consent and approbation of the said Samuel Isaac Thurston testified aforesaid,) and the said Samuel Isaac Thurston doth hereby make nominate and appoint the said John Fogdell and Josias Allston and the survivor of them, and the Executors and Administrators of such survivor to be their true and lawful Attorneys and Attorney who they hereby authorize and empower to use and take all such lawful ways and means as shall or may be necessary or convenient for the purpose aforesaid, and for carrying into effect the Trust and Confidence hereby reposed in them. In witness whereof the said parties to these presents have hereunto interchanged set their hands and seals the day of year first above written
 Samuel Isaac Thurston and Jane Tuthey (sd) sealed and delivered the words "unto the said John Fogdell and Josias Allston" being first interlined between the Eleventh & twelfth lines from the top of the within Deed in the presence of Thomas Croft, b. Dubre, S. Carolina Geo Town District - Person ally appeared Cornelius Dupre Esq: who being duly sworn maketh oath that he was present and saw both J. Thurston and Jane Tuthey sign seal and as their act and Deed deliver the within Instrument of writing to and for the purposes therein mentioned and that the Thomas Croft did subscribe his name as an evidence to the same with the deponent, Iwain before me June 26th 1799 - Francis G. Delaplaine J. Recorded 23rd August 1799.

State of South Carolina

I know all men by these presents that John Mathews of Charleston in the State aforesaid, am held and firmly bound unto the nonb'tings Tuthey and Robert Haffchart Esq: of the same place on the full and just sum of seven Thousand pounds lawful Current Money of the State

1865

agreed on Trust for Sarah Bellodge now of Westmoreland
Parish and State aforesaid & after the intended life of him
the said John Mathews to be paid to them to sayd wife Bell-
lodge and Robert Eggleston or the survivor of them or to the
Executors or Administrators of such survivor to which pay-
ment well and truly to be made, And myself my heirs
Executors and Administrators firmly by these presents, sealed
with my seal and dated the first day of May in the year of our
Lord one thousand seven hundred and ninety nine, and of the
Independence of the United States of America the twenty third,
Whereas a Marriage is intended to be shortly had and solemnized
between the aforesaid John Mathews and Sarah Bellodge
And whereas in consideration of the said intended marriage he
the said John Mathews hath proposed and agreed to leave his said
Sarah at his death if she should survive him his two planta-
tions called McBride and Berryhill in George Parish toge-
ther with the Negroes and Stock of all kinds thereon and the
Furniture in the house at McBride also his house in Charleston
and Furniture and Plate therein contained and the following
Negro Servants by name Peggy a Caddy book Ma fuya book
Rachael dizekka and Betty house servants, Daniel a Backman
his son Daniel and John house servants, with his Carriages and
Carriage Horses for the term and time and for the uses intended
and purposes following viz: his house and lot of land in Charleston
and other Buildings thereon with the furniture and Plate of
very kind which is usually therein contained and his house
servants before mentioned to be by her the said Sarah used
possessed and enjoyed during her natural life, also his carri-
ages and carriage horses also that the said Sarah shall possess and
enjoy his two plantations and Personal property thereon as afore-
said and receive and take to her own use and benefit absolute-
ly freely and without the interruption of any person or persons
whomsoever and without impeachment of waste, all the Rents -
Iyes and Profits thereof except the sum of one hundred pounds to be
by her the said Sarah annually paid thereout to the wives of him
the said John Mathews that is to say Sarah Abbott and Caroline
Hall in such proportions and in such manner as shall be by him
directed by will or will which said Rents Iyes and profits shall
continue to be as aforesaid received by her and her until the
Twenty fourth day of November one thousand eight hundred
and eleven when his said John Mathews his grand daughter
Martha Abethina Mathews attains the age of eighteen years

1. I John
and
2. and
3. and
4. and
5. and
6. and
7. and
8. and
9. and
10. and
11. and
12. and
13. and
14. and
15. and
16. and
17. and
18. and
19. and
20. and
21. and
22. and
23. and
24. and
25. and
26. and
27. and
28. and
29. and
30. and
31. and
32. and
33. and
34. and
35. and
36. and
37. and
38. and
39. and
40. and
41. and
42. and
43. and
44. and
45. and
46. and
47. and
48. and
49. and
50. and
51. and
52. and
53. and
54. and
55. and
56. and
57. and
58. and
59. and
60. and
61. and
62. and
63. and
64. and
65. and
66. and
67. and
68. and
69. and
70. and
71. and
72. and
73. and
74. and
75. and
76. and
77. and
78. and
79. and
80. and
81. and
82. and
83. and
84. and
85. and
86. and
87. and
88. and
89. and
90. and
91. and
92. and
93. and
94. and
95. and
96. and
97. and
98. and
99. and
100. and
101. and
102. and
103. and
104. and
105. and
106. and
107. and
108. and
109. and
110. and
111. and
112. and
113. and
114. and
115. and
116. and
117. and
118. and
119. and
120. and
121. and
122. and
123. and
124. and
125. and
126. and
127. and
128. and
129. and
130. and
131. and
132. and
133. and
134. and
135. and
136. and
137. and
138. and
139. and
140. and
141. and
142. and
143. and
144. and
145. and
146. and
147. and
148. and
149. and
150. and
151. and
152. and
153. and
154. and
155. and
156. and
157. and
158. and
159. and
160. and
161. and
162. and
163. and
164. and
165. and
166. and
167. and
168. and
169. and
170. and
171. and
172. and
173. and
174. and
175. and
176. and
177. and
178. and
179. and
180. and
181. and
182. and
183. and
184. and
185. and
186. and
187. and
188. and
189. and
190. and
191. and
192. and
193. and
194. and
195. and
196. and
197. and
198. and
199. and
200. and
201. and
202. and
203. and
204. and
205. and
206. and
207. and
208. and
209. and
210. and
211. and
212. and
213. and
214. and
215. and
216. and
217. and
218. and
219. and
220. and
221. and
222. and
223. and
224. and
225. and
226. and
227. and
228. and
229. and
230. and
231. and
232. and
233. and
234. and
235. and
236. and
237. and
238. and
239. and
240. and
241. and
242. and
243. and
244. and
245. and
246. and
247. and
248. and
249. and
250. and
251. and
252. and
253. and
254. and
255. and
256. and
257. and
258. and
259. and
260. and
261. and
262. and
263. and
264. and
265. and
266. and
267. and
268. and
269. and
270. and
271. and
272. and
273. and
274. and
275. and
276. and
277. and
278. and
279. and
280. and
281. and
282. and
283. and
284. and
285. and
286. and
287. and
288. and
289. and
290. and
291. and
292. and
293. and
294. and
295. and
296. and
297. and
298. and
299. and
300. and
301. and
302. and
303. and
304. and
305. and
306. and
307. and
308. and
309. and
310. and
311. and
312. and
313. and
314. and
315. and
316. and
317. and
318. and
319. and
320. and
321. and
322. and
323. and
324. and
325. and
326. and
327. and
328. and
329. and
330. and
331. and
332. and
333. and
334. and
335. and
336. and
337. and
338. and
339. and
340. and
341. and
342. and
343. and
344. and
345. and
346. and
347. and
348. and
349. and
350. and
351. and
352. and
353. and
354. and
355. and
356. and
357. and
358. and
359. and
360. and
361. and
362. and
363. and
364. and
365. and
366. and
367. and
368. and
369. and
370. and
371. and
372. and
373. and
374. and
375. and
376. and
377. and
378. and
379. and
380. and
381. and
382. and
383. and
384. and
385. and
386. and
387. and
388. and
389. and
390. and
391. and
392. and
393. and
394. and
395. and
396. and
397. and
398. and
399. and
400. and
401. and
402. and
403. and
404. and
405. and
406. and
407. and
408. and
409. and
410. and
411. and
412. and
413. and
414. and
415. and
416. and
417. and
418. and
419. and
420. and
421. and
422. and
423. and
424. and
425. and
426. and
427. and
428. and
429. and
430. and
431. and
432. and
433. and
434. and
435. and
436. and
437. and
438. and
439. and
440. and
441. and
442. and
443. and
444. and
445. and
446. and
447. and
448. and
449. and
450. and
451. and
452. and
453. and
454. and
455. and
456. and
457. and
458. and
459. and
460. and
461. and
462. and
463. and
464. and
465. and
466. and
467. and
468. and
469. and
470. and
471. and
472. and
473. and
474. and
475. and
476. and
477. and
478. and
479. and
480. and
481. and
482. and
483. and
484. and
485. and
486. and
487. and
488. and
489. and
490. and
491. and
492. and
493. and
494. and
495. and
496. and
497. and
498. and
499. and
500. and
501. and
502. and
503. and
504. and
505. and
506. and
507. and
508. and
509. and
510. and
511. and
512. and
513. and
514. and
515. and
516. and
517. and
518. and
519. and
520. and
521. and
522. and
523. and
524. and
525. and
526. and
527. and
528. and
529. and
530. and
531. and
532. and
533. and
534. and
535. and
536. and
537. and
538. and
539. and
540. and
541. and
542. and
543. and
544. and
545. and
546. and
547. and
548. and
549. and
550. and
551. and
552. and
553. and
554. and
555. and
556. and
557. and
558. and
559. and
560. and
561. and
562. and
563. and
564. and
565. and
566. and
567. and
568. and
569. and
570. and
571. and
572. and
573. and
574. and
575. and
576. and
577. and
578. and
579. and
580. and
581. and
582. and
583. and
584. and
585. and
586. and
587. and
588. and
589. and
590. and
591. and
592. and
593. and
594. and
595. and
596. and
597. and
598. and
599. and
600. and
601. and
602. and
603. and
604. and
605. and
606. and
607. and
608. and
609. and
610. and
611. and
612. and
613. and
614. and
615. and
616. and
617. and
618. and
619. and
620. and
621. and
622. and
623. and
624. and
625. and
626. and
627. and
628. and
629. and
630. and
631. and
632. and
633. and
634. and
635. and
636. and
637. and
638. and
639. and
640. and
641. and
642. and
643. and
644. and
645. and
646. and
647. and
648. and
649. and
650. and
651. and
652. and
653. and
654. and
655. and
656. and
657. and
658. and
659. and
660. and
661. and
662. and
663. and
664. and
665. and
666. and
667. and
668. and
669. and
670. and
671. and
672. and
673. and
674. and
675. and
676. and
677. and
678. and
679. and
680. and
681. and
682. and
683. and
684. and
685. and
686. and
687. and
688. and
689. and
690. and
691. and
692. and
693. and
694. and
695. and
696. and
697. and
698. and
699. and
700. and
701. and
702. and
703. and
704. and
705. and
706. and
707. and
708. and
709. and
710. and
711. and
712. and
713. and
714. and
715. and
716. and
717. and
718. and
719. and
720. and
721. and
722. and
723. and
724. and
725. and
726. and
727. and
728. and
729. and
730. and
731. and
732. and
733. and
734. and
735. and
736. and
737. and
738. and
739. and
740. and
741. and
742. and
743. and
744. and
745. and
746. and
747. and
748. and
749. and
750. and
751. and
752. and
753. and
754. and
755. and
756. and
757. and
758. and
759. and
760. and
761. and
762. and
763. and
764. and
765. and
766. and
767. and
768. and
769. and
770. and
771. and
772. and
773. and
774. and
775. and
776. and
777. and
778. and
779. and
780. and
781. and
782. and
783. and
784. and
785. and
786. and
787. and
788. and
789. and
790. and
791. and
792. and
793. and
794. and
795. and
796. and
797. and
798. and
799. and
800. and
801. and
802. and
803. and
804. and
805. and
806. and
807. and
808. and
809. and
810. and
811. and
812. and
813. and
814. and
815. and
816. and
817. and
818. and
819. and
820. and
821. and
822. and
823. and
824. and
825. and
826. and
827. and
828. and
829. and
830. and
831. and
832. and
833. and
834. and
835. and
836. and
837. and
838. and
839. and
840. and
841. and
842. and
843. and
844. and
845. and
846. and
847. and
848. and
849. and
850. and
851. and
852. and
853. and
854. and
855. and
856. and
857. and
858. and
859. and
860. and
861. and
862. and
863. and
864. and
865. and
866. and
867. and
868. and
869. and
870. and
871. and
872. and
873. and
874. and
875. and
876. and
877. and
878. and
879. and
880. and
881. and
882. and
883. and
884. and
885. and
886. and
887. and
888. and
889. and
890. and
891. and
892. and
893. and
894. and
895. and
896. and
897. and
898. and
899. and
900. and
901. and
902. and
903. and
904. and
905. and
906. and
907. and
908. and
909. and
910. and
911. and
912. and
913. and
914. and
915. and
916. and
917. and
918. and
919. and
920. and
921. and
922. and
923. and
924. and
925. and
926. and
927. and
928. and
929. and
930. and
931. and
932. and
933. and
934. and
935. and
936. and
937. and
938. and
939. and
940. and
941. and
942. and
943. and
944. and
945. and
946. and
947. and
948. and
949. and
950. and
951. and
952. and
953. and
954. and
955. and
956. and
957. and
958. and
959. and
960. and
961. and
962. and
963. and
964. and
965. and
966. and
967. and
968. and
969. and
970. and
971. and
972. and
973. and
974. and
975. and
976. and
977. and
978. and
979. and
980. and
981. and
982. and
983. and
984. and
985. and
986. and
987. and
988. and
989. and
990. and
991. and
992. and
993. and
994. and
995. and
996. and
997. and
998. and
999. and
1000. and
1001. and
1002. and
1003. and
1004. and
1005. and
1006. and
1007. and
1008. and
1009. and
1010. and
1011. and
1012. and
1013. and
1014. and
1015. and
1016. and
1017. and
1018. and
1019. and
1020. and
1021. and
1022. and
1023. and
1024. and
1025. and
1026. and
1027. and
1028. and
1029. and
1030. and
1031. and
1032. and
1033. and
1034. and
1035. and
1036. and
1037. and
1038. and
1039. and
1040. and
1041. and
1042. and
1043. and
1044. and
1045. and
1046. and
1047. and
1048. and
1049. and
1050. and
1051. and
1052. and
1053. and
1054. and
1055. and
1056. and
1057. and
1058. and
1059. and
1060. and
1061. and
1062. and
1063. and
1064. and
1065. and
1066. and
1067. and
1068. and
1069. and
1070. and
1071. and
1072. and
1073. and
1074. and
1075. and
1076. and
1077. and
1078. and
1079. and
1080. and
1081. and
1082. and
1083. and
1084. and
1085. and
1086. and
1087. and
1088. and
1089. and
1090. and
1091. and
1092. and
1093. and
1094. and
1095. and
1096. and
1097. and
1098. and
1099. and
1100. and
1101. and
1102. and
1103. and
1104. and
1105. and
1106. and
1107. and
1108. and
1109. and
1110. and
1111. and
1112. and
1113. and
1114. and
1115. and
1116. and
1117. and
1118. and
1119. and
1120. and
1121. and
1122. and
1123. and
1124. and
1125. and
1126. and
1127. and
1128. and
1129. and
1130. and
1131. and
1132. and
1133. and
1134. and
1135. and
1136. and
1137. and
1138. and
1139. and
1140. and
1141. and
1142. and
1143. and
1144. and
1145. and
1146. and
1147. and
1148. and
1149. and
1150. and
1151. and
1152. and
1153. and
1154. and
1155. and
1156. and
1157. and
1158. and
1159. and
1160. and
1161. and
1162. and
1163. and
1164. and
1165. and
1166. and
1167. and
1168. and
1169. and
1170. and
1171. and
1172. and
1173. and
1174. and
1175. and
1176. and
1177. and
1178. and
1179. and
1180. and
1181. and
1182. and
1183. and
1184. and
1185. and
1186. and
1187. and
1188. and
1189. and
1190. and
1191. and
1192. and
1193. and
1194. and
1195. and
1196. and
1197. and
1198. and
1199. and
1200. and
1201. and
1202. and
1203. and
1204. and
1205. and
1206. and
1207. and
1208. and
1209. and
1210. and
1211. and
1212. and
1213. and
1214. and
1215. and
1216. and
1217. and
1218. and
1219. and
1220. and
1221. and
1222. and
1223. and
1224. and
1225. and
1226. and
1227. and
1228. and
1229. and
1230. and
1231. and
1232. and
1233. and
1234. and
1235. and
1236. and
1237. and
1238. and
1239. and
1240. and
1241. and
1242. and
1243. and
1244. and
1245. and
1246. and
1247. and
1248. and
1249. and
1250. and
1251. and
1252. and
1253. and
1254. and
1255. and
1256. and
1257. and
1258. and
1259. and
1260. and
1261. and
1262. and
1263. and
1264. and
1265. and
1266. and
1267. and
1268. and
1269. and
1270. and
1271. and
1272. and
1273. and
1274. and
1275. and
1276. and
1277. and
1278. and
1279. and
1280. and
1281. and
1282. and
1283. and
1284. and
1285. and
1286. and
1287. and
1288. and
1289. and
1290. and
1291. and
1292. and
1293. and
1294. and
1295. and
1296. and
1297. and
1298. and
1299. and
1300. and
1301. and
1302. and
1303. and
1304. and
1305. and
1306. and
1307. and
1308. and
1309. and
1310. and
1311. and
1312. and
1313. and
1314. and
1315. and
1316. and
1317. and
1318. and
1319. and
1320. and
1321. and
1322. and
1323. and
1324. and
1325. and
1326. and
1327. and
1328. and
1329. and
1330. and
1331. and
1332. and
1333. and
1334. and
1335. and
1336. and
1337. and
1338. and
1339. and
1340. and
1341. and
1342. and
1343. and
1344. and
1345. and
1346. and
1347. and
1348. and
1349. and
1350. and
1351. and
1352. and
1353. and
1354. and
1355. and
1356. and
1357. and
1358. and
1359. and
1360. and
1361. and
1362. and
1363. and
1364. and
1365. and
1366. and
1367. and
1368. and
1369. and
1370. and
1371. and
1372. and
1373. and
1374. and
1375. and
1376. and
1377. and
1378. and
1379. and
1380. and
1381. and
1382. and
1383. and
1384. and
1385. and
1386. and
1387. and
1388. and
1389. and
1390. and
1391. and
1392. and
1393. and
1394. and
1395. and
1396. and
1397. and
1398. and
1399. and
1400. and
1401. and
1402. and
1403. and
1404. and
1405. and
1406. and
1407. and
1408. and
1409. and
1410. and
1411. and
1412. and
1413. and
1414. and
1415. and
1416. and
1417. and
1418. and
1419. and
1420. and
1421. and
1422. and
1423. and
1424. and
1425. and
1426. and
1427. and
1428. and
1429. and
1430. and
1431. and
1432. and
1433. and
1434. and
1435. and
1436. and
1437. and
1438. and
1439. and
1440. and
1441. and
1442. and
1443. and
1444. and
1445. and
1446. and
1447. and
1448. and
1449. and
1450. and
1451. and
1452. and
1453. and
1454. and
1455. and
1456. and
1457. and
1458. and
1459. and
1460. and
1461. and
1462. and
1463. and
1464. and
1465. and
1466. and
1467. and
1468. and
1469. and
1470. and
1471. and
1472. and
1473. and
1474. and
1475. and
1476. and
1477. and
1478. and
1479. and
1480. and
1481. and
1482. and
1483. and
1484. and
1485. and
1486. and
1487. and
1488. and
1489. and
1490. and
1491. and
1492. and
1493. and
1494. and
1495. and
1496. and
1497. and
1498. and
1499. and
1500. and
1501. and
1502. and
1503. and
1504. and
1505. and
1506. and
1507. and
1508. and
1509. and
1510. and
1511. and
1512. and
1513. and
1514. and
1515. and
1516. and
1517. and
1518. and
1519. and
1520. and
1521. and
1522. and
1523. and
1524. and
1525. and
1526. and
1527. and
1528. and
1529. and
1530. and
1531. and
1532. and
1533. and
1534. and
1535. and
1536. and
1537. and
1538. and
1539. and
1540. and
1541. and
1542. and
1543. and
1544. and
1545. and
1546. and
1547. and
1548. and
1549. and

36

366 Recurring nevertheless to his daughter in law Martha Anne Mathews
his free and uninterrupted use and occupation of the Dwelling house
and out houses thereunto belonging yard and garden on his plan-
tation called Jerry hill during her life, and on the said twenty-
fourth day of November one thousand eight hundred and eleven
when his said Grand Daughter attains the age of eighteen years
that his said Real and Personal Estate in the Country as aforesaid
shall then either be delivered up to her or to such other persons
as he may devise the same to, and the said Real and personal Es-
tate shall thenceforth be liable and chargeable with the
payment to the said Sarah of the sum of four hundred -
pounds £. annum to be paid her on the first day of March in
every year to commence on the first day of March next after
the surrender of the same to his said Grand Daughter or to such
other person or persons to whom the same shall be by the said
John Mathews devised for and during the term of her natural
life free of all charges due and expenses whatsoever, now
The condition of the above obligation is such that if the said
Marriage shall take effect and be solemnized and the said
John Mathews shall happen to depart this life leaving the
said Sarah him surviving, then if the said John Mathews
either before or at the time his death shall and do by some Deed
or Deeds or by his last will and Testament in writing to be by
him duly executed well and sufficiently convey aforesaid
devise settle and secure unto and to the free use and pos-
session of the said Sarah his House and lot as aforesaid in
Charleston with the furniture therein also his House Servants
Carriages and Carriage Horses for and during her natural life
also his Real and Personal Estate aforesaid in the Country
to be possessed by her and to receive and take to her own use
and benefit absolutely without the interruption of any
person or persons whomsoever, and without impeachment
of waste, all the Rents issues and profits thereof except the
aforesaid sum of one hundred pounds £. annum to be secured
and paid to the aforesaid Sarah In light and Caroline Hall
as aforesaid, until the twenty fourth day of November one
thousand eight hundred and eleven as aforesaid preserving
to his Daughter in law Martha Anne Mathews the free use &
occupation of the dwelling house and out buildings as aforesaid,
yard and garden on his Plantation called Jerry hill
during the period aforesaid, and on the twenty fourth day of
November one thousand eight hundred and eleven when
his said Grand Daughter attains her age of eighteen

307. years as aforesaid, that the aforesaid Real and Personal Estate in
the Country in whose ever possession the same may then or af-
terwards be shall henceforth and thereafter be liable and
chargeable with the payment to the said Sarah or her As-
signs of the sum of four hundred pounds per annum during
her natural life to be paid her as aforesaid free of all charges
and expences whatsoever that the said Real and Personal Es-
tate shall nevertheless be subject to the payment of all
such debts as he the said John Mathews shall owe at the time
of his death then this obligation to be void or else to remain
in full force and virtue *John Mathews* (Ms.)
Sealed and Delivered in the presence of the word "Sarah" being
first interlined between the third and fourth lines from the top
of the second page and the words "Daughter or to such other person
or persons to whom the same shall be by the said John Mathews de-
vised; inserted between the twenty fifth and twenty sixth lines -
from the top of the same page *Charlotte Tonger* -
Charleston p. Personally appeared Miss Charlotte Tonger who
being duly sworn made oath that she was present and saw John
Mathews sign seal and as his Act and Deed deliver the foregoing
Instrument of writing to and for the uses and purposes herein men-
tioned, and that she signed her name as a witness to the same
Sworn to before me this 14th October 1799 Dant Jas Russell Jr.
Recorded 14th October 1799.

State of South Carolina Charleston District
Charlottesville This Indenture bearing date
the twenty fourth day of June in the year of our Lord one
thousand seven hundred and ninety nine, and the Inde-
pendence of the United States of America the twenty
third year, between Martha Sullivant of the one part
and James Price on the other, and William McCants
Master on the other, all of Saint Bartholomew Parish
in the State and District aforesaid, This Indenture
Witnesseth that whereas there is a Marriage intended to
be had and shortly to be solemnized between the said
Martha Sullivant and the said James Price it is
mutually agreed by and with the free consent of the said
Parties, That whereas the said Martha Price is in her
own right possessed of the following Negro Mench named
Clarifus about 18 years of age with her father Isaac

It is agreed upon by the said Parties that the said Negro
with his future increase is by these presents hereby conveyed
unto William McCants one of the parties aforesaid for him
and unto his Executors and Administrators and heirs
for to have and to hold the said Negro with her future
Increase in trust forever for the said Martha and the
heirs of her body which may be So that in case of any
Misfortune the said Negro & increase shall not be liable
to any of the Debts or Contracts of the said James Price
in any case whatever. It is therefore agreed by and with
the consent of the said Parties that whatever property the
said Martha may be come possessed or entitled in her own
right or the right and behalf of others in like manner
conveyed in Trust to William McCants one of the parties
aforesaid for the purposed and Intents above mentioned
It is to be understood as it is agreed upon by the said
Parties, that this settlement is to preserve the said
property unto the said Martha and the heirs of her
body free from any contracts or Debts of the said
James Price and no Equivocation or advantage
shall be taken of any case in the said writing for want
of due form or otherwise, In witness whereof the said
Parties have hereunto put their hands and Seals the
day and year of our Lord above mentioned Martha
Sullivan (P.S) James Price ^{his} mark signed sealed
and delivered in the presence of William Roper
Eleanor Scott Henry Johnson - Charlesstone
Personally appeared William Roper who made oath
that he was present of saw Martha Sullivan signed sealed
James Price makes his mark seal to the within mar-
riage settlement to be for the uses of purposes therein men-
tioned and that he together with Eleanor Scott and
Henry Johnson affixed their names as witnesses - Saw
before me this 18th October 1799 Dan'l J. Ravenel
Recorded 18th October 1799

South Carolina

This Indenture tripartite made the fourteenth
day of October in the year of our Lord one thousand seven hundred
and eighty nine, and in the twenty fourth year of the indepen-
dence of the United States of America, Between Moses Glover
of the State aforesaid Esquire of the first part Planter, Mary
Sophia Hepburn of Napan widow of the second part, Alexander

Taylor Esquire of the same place and Wilson Glover Esquire of the
 State of South Carolina planter of the third part, His Grace having
 Mary Sophia Hepburn is entitled to and profited of negroes and others
 slaves, a Schedule of which will be annexed as soon as their
 names can be ascertained, it being intended to include herein
 all the negroes and other slaves now belonging to the said Mary
 Sophia Hepburn in the Calhoun County or elsewhere. And so
 whereas the said Mary Sophia Hepburn is also seized in fee and profited of
 a certain Plantation or Tract of land called Fortunate Hill con-
 taining five hundred Acres more or less situated on the Banks of Saint
 Salvadore devised to the said Mary Sophia Hepburn by her late Husband James Hepburn of Calhoun, and
 whereas a marriage is intended by Gods permission shortly to be had
 and solemnized between the said Moses Glover and the said Mary
 Sophia Hepburn, and it is the desire and will of the said Moses Glover
 and the said Mary Sophia Hepburn that the aforesaid negroes & other
 slaves and lands should be settled and secured in the manner up-
 on such Trusts and to and for such intents and purposes and under
 and subject to such restrictions and agreements as are herein after
 limited expressed and declared of and concerning the same. Now
 this Indenture witnesseth that in consideration of the said intended
 marriage to be had and solemnized as aforesaid and of the natural-
 love and affection which the said Moses Glover hath and beareth to
 the said Mary Sophia Hepburn his intended wife and also for and
 in consideration of the sum of ten Shillings to the said Moses Glover
 and the said Mary Sophia Hepburn in hand paid at and before the
 sealing and delivery of these presents, the receipt whereof is hereby
 acknowledged they the said Moses Glover and Mary Sophia Hepburn
 have and each of them, hath bargained sold assigned transferred
 and set over, and by these presents, do and each of them doth bargain
 sell assign transfer and set over to the said Alexander Taylor and
 Wilson Glover all the before mentioned negroes and other slaves toge-
 ther with all their future issue and increase and also all the right
 title and interest of them the said Moses Glover and the said Mary
 Sophia Hepburn of and to the said slaves and each and every of them
 and every part thereof, to have and to hold the said negroes and other
 slaves and each and every of them with the future issue and increase of
 such as are females unto the said Alexander Taylor and Wilson Glover
 the survivor of them and the executors administrators and assigns of
 such survivor from henceforth for ever, nevertheless upon such
 Trusts and to and for such intents and purposes as are hereinabove
 expressed and declared concerning the same, that is to say the

D. 10.

negroes and other Slaves to the only proper use and behoof of the
said Moses Glover during the joint lives of the said Moses Glover and
the said Mary Sophia Hepburn his intended wife to be free from
the debts of the said Moses Glover, but subject to his exclusive con-
trol interference and management during the joint lives of the
said Moses Glover and the said Mary Sophia Hepburn, and in case
of the death of the said Moses Glover or the said Mary Sophia Hep-
burn without leaving a lawful Child or Children living at
his death by the marriage aforesaid, then the said negroes
and other Slaves with the increase of such as are females shall
go to remain and vest in the Survivor and in his or her executors Ad-
ministrators and Assigns for ever, but in case of the death of either
the said Moses Glover or the said Mary Sophia Hepburn leaving a
Child or Children living at his or her death by the said marriage, -
then and in such case the Survivor shall have the use and profits &
sole management of the said negroes and other Slaves during his or her
life, and the said negroes and other Slaves shall go to and vest in such
child if there be only one, and if more in such Children equally to be
divided between them, and in his or her or their executors Administrators
and Assigns for ever, Provided always that should the said Moses-
Glover during the joint lives of him and the said Mary Sophia
Hepburn think fit to sell or dispose of any one more or all of the said
negroes or other Slaves together with their increase it shall be lawful for
him with the approbation of the said Mary Sophia Hepburn signified
under her hand and seal in the presence of two witnesses to revoke
the Trust above recited by his Deed of revocation to be executed in
the presence of two witnesses, and to sell and dispose of any one or more
or all of the said negroes and other Slaves together with their increase
the proceeds of the said sale to be vested in any way which the said
Moses Glover may deem proper, And this Indenture further
witnesseth that in consideration of the said intended marriage to
be had and solemnized as aforesaid, and of the natural love and
affection which the said Moses Glover hath and beareth to the said
Mary Sophia Hepburn his intended wife and also for and in con-
sideration of the sum of ten shillings to the said Moses Glover and the
said Mary Sophia Hepburn in hand paid at and before the sealing
and delivery of these presents the receipt whereof is hereby acknowledg'd
they the said Moses Glover and Mary Sophia Hepburn his intended
wife have and each of them hath granted bargained sold and
released and by these presents do and each of them doth grant bar-
gain sell and release unto the said Alexander Taylor and Wilson
Glover the aforesaid Plantation or tract of land called Fortune
Hill on the Island of Saint Salvador devised to the said Mary Sophia

before as present, and also all the right title and interest of the said
 the said Moses Glover and he and Mary Sophia Hepburn their said
 the said Plantation or Tract of land, To have and to hold the said
 Plantation or Tract of land unto the said Alexander Taylor & Wilsons
 Glover and their heirs, the survivor of them and the heirs of each survivor
 forever, nevertheless upon such Trusts and to and for such intents
 and purposes as are herein after expressed and declared of and concerning
 the same, that is to say, to permit and suffer the said Moses Glover
 during the joint lives of him the said Moses Glover and the said
 Mary Sophia Hepburn to have the use occupation enjoyment
 management and profits of the said Plantation or Tract of
 Land, and in case of the death of the said Moses Glover or the said
 Mary Sophia Hepburn without leaving a child or children by the said
 Marriage, then the said Plantation or Tract of land shall go to re-
 main and vest in the survivor, and his or her Heirs forever, but in case
 of the death of either the said Moses Glover or the said Mary Sophia Hep-
 burn leaving a lawful child or children by the said marriage, then in
 such case the survivor shall only have the use occupation enjoy-
 ment and profits of the said Plantation during his or her life, and the
 said Plantation at his or her death shall go to remain and vest in such
 Child, if there be only one, and in such Children if there be more
 than one and in his her or their Heirs equally to be divided between
 them as Tenants in Common and not as joint Tenants, Provided
 nevertheless that should the said Moses Glover think fit during
 the joint lives of him and the said Mary Sophia Hepburn to have the
 said Plantation sold or disposed of, the said Alexander Taylor and
 Wilson Glover or either of them, their Heirs or the survivor or his
 Heirs shall make Titles for the said Plantation or Tract of land in
 fee simple or for a shorter term to such person or persons as the
 said Moses Glover shall authorize and direct under his hand and
 seal and signed in the presence of two witnesses, the consent and ap-
 probation of the said Mary Sophia Hepburn being first obtained
 and signified in writing under hand and seal and signed by two
 witnesses, to the said Alexander Taylor and Wilson Glover or either
 of them their Heirs or the survivor or his Heirs the proceeds arising from
 the sale or disposal of the said Plantation or Tract of land to be vested
 in anyway or manner which shall be directed by the said Moses
 Glover in witness whereof the said parties to these presents have here-
 unto set their hands seals on the day in the year first above written

Sealed & Delivered in the presence of Moses Glover *[Signature]*
 Thos Foster — — — — — Mary Sophia Hepburn *[Signature]*
 Mary Foster — — — — — — — — — —
 Thos Hunt — — — — — — — — — — Wilson Glover *[Signature]*

City of Charleston S. Personally appeared Thomas Foster Esquire of the City of Charleston Attorney at Law who made oath that he was present & saw Moses Glover, Mary Sophia Hepburn and Wilson Glover respectively sign seal and as their Act and Deed deliver the within Instrument of writing to and for the uses and purposes herein mentioned and that he the Deponent together with W. Thomas Foster and N. Mary Foster subscribed their names as witnesses to the due Execution of the same. Sworn before me this 23rd October 1799 Isaac Motte Dart Esq. -
Recorded 23rd October 1799

South Carolina This Indenture made the seventh day of May in the year of our Lord one thousand seven hundred and ninety nine. Between William Lehrie of the City of Charleston in the State aforesaid Physician and Ann his wife of the one part, and Thomas Lehrie Senior and Jacob Martin of the same place Gentlemen of the other part, Witnesseth that the said William Lehrie and Ann his wife for and in Consideration of the sum of five Shillings Sterling, to them in hand well and truly paid by the said Thomas Lehrie Senior and Jacob Martin at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said William Lehrie and Ann his wife have granted bargained and sold by these presents do grant bargain and sell unto the said Thomas Lehrie Senior and Jacob Martin their executors Administrators and Assigns, All that and those several Tracts of Land following, that is to say six hundred and forty acres situate, and lying on the North side of Santee or Little-Santee River, originally granted to John Symone and by him devised in and by his last Will and Testament to the Reverend Alexander Finley, also five hundred acres situate lying and being at the High Hills of Santee River one swamp commonly called dry swamp, Also two hundred acres situate lying and being on the Congaree River, purchased by the said Alexander Finley from John Monk & Megdalene his wife, Also two hundred and forty three acres situate lying and being in York County purchased by the said Alexander Finley from John Kelly and his wife, also one thousand three hundred acres be the same more or less, situate lying and being on the Waters of Saluda River originally granted to John Dubois, Also an undivided moiety and all and every other part and proportion of the said

William Lehrie and Ann his wife and each of them, of and in the
 thousand four hundred and seventy acres of land a tract lying
 and being in Saint Stephen's Parish, originally granted to James
 Boisfeauix, the five hundred acres a tract lying and being in
 Saint Stephen's Parish aforesaid near the boundary granted
 originally to Samuel Drabors, and adjoining lands of Francis
 Bellefontoux, And also three hundred acres a tract lying
 and being on Santee Great Swamp adjoining land of Peter
 Gaillard. Annum and the Road leading to Murray
 Ferry, Together with all and singular the Houses, Out houses -
 Barns, Stables, Yards, Gardens, Fields, Pastures, ways, Paths, Waters
 and water Courses, Banks, Dams, Mounds, Drains, Ditches, Gates
 Timbers and Timber Trees, Woods, Underwoods, Profits, Commodities
 Emoluments, Privileges, Hereditaments, Rights, Members and
 Appurtenances whatsoever to the said several Tracts of land belong-
 ing or in anywise incident or appertaining, and the Reversion and
 Reversions, Remainder and Remainders Rents, Issues and Profits thereof
 and of every part and parcel thereof, To have and to hold the said
 several Tracts of land, and all and singular other the premises here-
 in before mentioned, and meant or intended to be hereby bargained
 and sold with their and every of their Appurtenances unto the said
 Thomas Lehrie senior and Jacob Martin their Executors Administra-
 tors 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 William Lehrie
 and Ann his wife, the rent of one peper ^{corn} at the expiration of the said
 term, if the same shall be lawfully demanded, to the intent and
 purpose that by virtue hereof, and by force of the Statute for trans-
 ferring uses into possession, they the said Thomas Lehrie and Jacob
 Martin may be in the actual possession of all and singular the pre-
 mises above mentioned with the appurtenances, and thereby
 enabled to accept and take a Grant and Release of the Reversion
 and Inheritance thereof to them the said Thomas Lehrie senior & Jacob
 Martin their Executors and Assigns for ever, In witness whereof the said
 parties to these presents have hereunto set their hands and affixed
 their Seals, at Charleston on the day and in the year first above
 mentioned William Lehrie A.D. Ann Lehrie A.D. sealed & Deliv-
 ed in the presence of William Parker, Stephen Duestow, —

Received on the day of the date of the within written Indenture of d.
 from the within named Thomas Lehrie sen. & Jacob Martin the sum of five
 shillings Sterling in full for the consideration money within mentioned —
 Wm. Lehrie, Wm. Parker, Stephen Duestow —

Charleston. Personally appeared William Parker who made
with he was present and saw William Lebrie and Ann Lebrie sign
seal and as their Act and Deed deliver the within ^{hereby} seal
to and for the uses and purposes therin mentioned and that
he signed his name as witness to the same together with Mr.
John Weston, Sworn to before me this 27th Novemr. 1799
Dan'l Jr. Rawlins, SC.

South Carolina,

This Indenture Quadruplicate made the eighth
day of May in the year of our Lord one thousand seven hundred
and ninety nine, Between William Lebrie of the City of Charle-
ton in the State aforesaid Physician, and Ann his wife of the
first part, their Daughter Mary Lebrie and the other Children
and Spouse of their Marriage of the second part Julia Lebrie,
Caroline Lebrie and Thomas Lebrie Junior Daughters and
Son of Thomas Lebrie ^{Junior} of Charleston aforesaid Gentleman of the
third part, and the said Thomas Lebrie Senior and Jacob Martin
likewise of Charleston Gentleman Trustees of the fourth part,
Whereas by Indenture of three parts, bearing date the fourth
day of December in the year of our Lord one thousand seven
hundred and ninety five, and made between the said William Lebrie of
the first part, the said Ann, / by her name then and addition of Ann
Miller of the same City and State Widow) of the second part, and the
said Thomas Lebrie Senior and Jacob Martin of the third part therein
reciting (amongst other things) that a Marriage was then intend-
ed, and which was soon after solemnized between the said William
Lebrie and Ann Miller. It is intimated that pursuant to an agree-
ment therem recited, and as well for making the same effectual in
the law, as also for the other considerations, and to the ends, intents
and purposes therein mentioned, the Negro Slaves therein named
and all other property both real and personal of which she the
said Ann Miller was seized and possessed in her own right, was
by her the said Ann Miller granted bargained sold and delivered
to the said Thomas Lebrie and Jacob Martin the Trustees upon the
Trusts herein mentioned, and it is by the said Indenture now
reciting, agreed and declared by and between the parties thereto,
that the said William Lebrie and the said Ann Miller by and with
the advice and consent of both or either of the Trustees before named
at any time after their said intended intermarriage should
be, and they were thereby fully authorized and empowered to
sell transfer exchange or dispose of in any manner they

show
men-
t and
and,
also
ones.
more
of dan-
whic
am &
by ar-
and Ja-
Willie
it wa-
and
sell-
Lebrie
Adams
In Tru-
marg-
to the
his br-
Inde-
testif
in con-
conce-
purple
sam.
his br-
Jacob
the re-
good
his br-
barga-
by the
alien
Lebrie
by or
whole

375. should deem proper, any or all the negroes and other property before mentioned, as by the said in part recited Indenture, duly proved and recorded in the Office of Secretary of this State at Charleston aforesaid, relation being therunto had may more fully appear, whereas also there now remains of the negro Slaves aforesaid, those the several ones named in the Schedule hereunto annexed, besides the same and increase thereof, and also the several Plantations, Farms, lots, Pieces of land in the said Schedule hitherto mentioned and described, to which the said Ann Lebre then was, and she and the said William Lebre in her Right, have since become entitled, and which by virtue of the said recited Indenture are vested in the said Thomas Lebre and Jacob Martin upon the Trusts therein contained, and whereas the said William Lebre and Ann his wife are minded and willing, and think it will be for their mutual advantage, they the said William Lebre and Ann his wife, and the said Trustees have agreed to grant bargain sell, transfer, dispose, deliver and confirm unto the said Thomas Lebre and Jacob Martin and their heirs Executors Administrators and Assigns the Real and Personal property aforesaid In Trust to for and upon the trusts uses intents and purposes herein after mentioned, limited expressed and declared of and concerning the same, Now this Indenture witnesseth that pursuant to the power and authority to them the said William Lebre and Ann his wife given and granted in and by the aforesaid in part recited Indenture, by and with the advice and consent of both the said Trustees testified by their being parties to and signing and sealing these presents in consideration of the agreement herein before last recited, and for conveying and agreeing the said lands and premises to the uses and purposes hereinafter mentioned, also for and in consideration of the sum of five Shillings Sterling to the said William Lebre, or Ann his wife in hand well and truly paid by the said Thomas Lebre and Jacob Martin at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, and for diverse other good causes and considerations them the said William Lebre, Ann his wife hereunto moving, they have and each of them hath granted bargained sold aliened remised released conveyed and confirmed, & by these presents do and each of them doth grant bargain sell, alien remise release convey and confirm unto the said Thomas Lebre and Jacob Martin in their actual possession now being by virtue of a bargain and sale to them there of made for one whole year by Indenture bearing date the day next before the day

371

day of the date of these presents, and by force of the Statute for transferring
titles into possession made of force in this State) and to their heirs and
assigns, or the survivor of them his Heirs or Assigns for ever, all
that and those several Plantations, Tracts, Pieces and Parcels of Land
particularly mentioned and described in the Schedule hereunto
annexed and made part of these presents, Together with all and
singular other houses, Out houses, Barns, Stables, Yards, Gardens, Fields,
Pastures, Ways, Paths, Pergolas, Waters and Water Courses, Banks, Dams, Holes,
Drains, Ditches, Gates, Timber and Timber Trees, Woods, Underwood, Enclosure-
ments, Profits, Commodities, Advantages, Emoluments, Privileges -
Hereditaments, Rights, Members and Appurtenances whatsoever
soo upon the said several Plantations, Tracts, Pieces and Parcels of
Land, standing being belonging or in any wise incident or an-
pertaining, and the Reversion and Reversions, Remainder and
remainders, Rents, Issues and Profits thereof and of every part thereof
thereof, and also all the estate right title interest, use, trust, possession
property, profit benefit claim and demands whatsoever both at law
and in equity of them the said William Lehrie and Ann his wife or either
of them, of in and to the same, and every part and parcel thereof in any
wise however, To have and to hold the said several Plantations
Tracts, Pieces and Parcels of Land, and all and singular other the pur-
mises herein before mentioned and meant or intended to be hereby
granted and released, with their and every of their rights members and
appurtenances unto the said Thomas Lehrie and Jacob Martin and
the survivor of them his Heirs and Assigns for ever, In trust to for and
upon the several uses, intents and purposes, and subject to the several
provisions powers, limitations and agreements hereinafter mentioned
limitted expressed and declared of and concerning the same re-
spectively, that is to say in trust to and for the joint use benefit
and behoof of them the said William Lehrie and Ann his wife during their
joint and natural lives, without impeachment of or for any manner of
waste, and from and immediately after the death of the said Ann Lehrie in
case she should die before the said William Lehrie leaving issue of her-
body by the said William Lehrie then in trust to and for the use benefit
and behoof of the said William Lehrie during the term of his natural
life without impeachment of or for any manner of waste, and from
immediately after the death of the said William Lehrie then In Trust
to and for the use, benefit and behoof of such issue, and their Heirs and
Assigns for ever, as Tenants in Common, or if the said Ann Lehrie should
die before the said William Lehrie, without leaving issue of her body
or she should leave such issue all of whom should die in the life
time of the said William Lehrie before attaining the age of twenty one

years, unmarried and without issue then living, then in trust to and for the use benefit and behoef of the said William Lebré his heirs and Assigns for ever, and that the said Trustees and the survivor of them his Heirs and Assigns shall and will convey the same, unto the said William Lebré his Heirs and Assigns for ever, free and discharged of and from all further and other trusts whatsoever, But in case it should happen that the said William Lebré should die before his said wife, leaving issue upon the body of the said Ann Lebré begotten or leaving the said Ann unquiet with child who shall afterwards be born alive, then and in that case in trust, that they the said Trustees and the survivor of them his Heirs and Assigns shall and will from time to time and at all times during the widowhood of the said Ann Lebré well and truly pay and dispose of the clear yearly interest, rents, profits, income and produce of the said several Plantations, Tracts, Pieces and Parcels of Land and Premises as the same shall from time to time arise and be received, unto such person and persons, and to and for such uses and purposes, and in such parts and proportions as the said Ann Lebré shall from time to time by any note or writing under hand direct and appoint, and in default of such direction and appointment, to the proper hands of the said Ann Lebré or otherwise do and shall permit and suffer her to receive the same to and for her own sole use and benefit, and from and immediately after the determination of such widowhood of the said Ann Lebré then in trust to pay and dispose of such interest, rents, profits, income and produce of the aforesaid lands and Premises, as to one moiety thereof unto the said Ann Lebré during the term of her natural life, and as to the other moiety to pay, apply, dispose and divide the same between the aforesaid Mary Lebré and the other Children and Issue of the said William Lebré and his wife for her and their education maintenance and support during the natural life of the said Ann Lebré, and from and immediately after the death of the said Ann, then in trust as to a moiety of the said lands and Premises to and for the use benefit and behoef of the said Mary Lebré and the other Children and Issue of the said William Lebré by the said Ann his wife, if more than one as tenants in common, and as to the other moiety thereof in trust after the death of the said Ann Lebré to pay and apply the interest rents profits, income and produce thereof, too for the education, maintenance and support of the Child or Children of the said Ann Lebré which she may have at the time of her death by any other Husband, until some one of them shall attain the age of twenty one years or be married, and then in trust to and for the use benefit and behoef of such Child or Children their Heirs and Assigns for ever,

37

free and discharge of and from all further and other trusts, whatsoever
and that the Trustees and survivor of them his heirs and assigns shall
and will convey the same accordingly and in default of issue of the
said Ann Lehrie by any other husband, or that such issue should all
die under the age of twenty one years and unmarried, then in trust
for the same uses as the other moiety of the said lands and Premises,
But in case the said Ann Lehrie should out live the said William Lehrie
her husband, and die without leaving any Child or Children or
Grand Children or Grand Children, or should have such Child or
Children Grand Child or Grand Children, all of whom should die
under the age of twenty one years and unmarried, then from and so
after the death of the said Ann Lehrie and such Child and Child.
dren, Grand Child and Grand Children in trust as to the whole of
the said Lands and Premises, or in case the said Mary Lehrie and the
other Children and Issue of the said William Lehrie and Ann his wife
should die under the age of twenty one years and unmarried, then
being Issue of the said Ann Lehrie, by any other husband living, then in
trust after the death of the said Ann Lehrie and her Children, and Issue
by the said William Lehrie as to the moiety of the said lands and
Premises to and for the use benefit and behoof of the aforesaid Julia
Lehrie, Caroline Lehrie and Thomas Lehrie Junior and the survivors
and survivor of them until some one of them attains the age of
twenty one years or is married, and from and immediately after
such contingency in trust to and for the use benefit and behoof of
the said Julia Lehrie, Caroline Lehrie and Thomas Lehrie Junior
and the survivors and survivor of them his her and their heirs and
Assigns for ever, and that the said Thomas Lehrie Junior & Jacob
Martin and the survivor of them his heirs and Assigns shall and will
convey the same accordingly, free and discharged of and from all
further and other Trusts whatsoever, And this Indenture further
witnesseth that pursuant to the said last mentioned agreement
and the powers and authority aforesaid, with the like advice and consent
of the aforesaid Trustees to the ends intents and purposes and for the con-
siderations aforesaid, and also for and in the further consideration
of five Shillings Sterling to them the said William Lehrie and Ann his
wife in hand well and truly paid by the said Thomas Lehrie & Jacob
Martin at and before the sealing and delivery of these presents, the Re-
ceipt whereof is hereby also acknowledged, They the said William Lehrie
and Ann his wife have and each of them hath granted bargained sold
and delivered, and by these presents do and each of them doth grant bar-
gain sell and deliver unto the said Thomas Lehrie and Jacob Martin
the several Negroe Slaves named in the Schedule hereunto annexed
and made part of these presents, and to their executors Administrators.

and Apigns together with her future increase, for and to have and to hold the said Negro slaves and the future increase and increase of the female slaves onto the said Thomas Lebrie and Jacob Martin their Executors Administrators and Apigns in Trust to be used upon several uses intents and purposes and subject to the several proviso's powers limitations and agreements herein after mentioned & limited excepted and declared of and concerning the same respectively, that is to say In Trust to and for the joint use benefit and behoof of them herself William Lebrie and Ann his wife during their joint and natural lives, without impeachment of or for any manner of waste, and from and immediately after the death of the said Anna Lebrie in case she should die before the said William Lebrie leaving Issue of her body by the said William Lebrie, then in trust to and for the use benefit & behoof of the said William Lebrie during the term of his natural life without impeachment of or for any manner of waste, and from and immediately after the death of the said William Lebrie, then in trust to and for the use benefit and behoof of such Issue and her heirs Apigns for ever as Tenants in Common, or if the said Anna Lebrie should die before the said William Lebrie without leaving Issue of her body, or she should die leaving such Issue all of whom should die before in the life time of the said William Lebrie before attaining the age of twenty one years unmarried and without Issue then living, then in trust to and for the use benefit and behoof of the said William Lebrie his Executors Administrators and Apigns for ever, and that the said Trustees and the survivor of them his Executors Administrators and Apigns shall and will convey the same unto the said William Lebrie his Executors Administrators and Apigns for ever, free and discharged of and from all further and other trusts whatsoever, but in case it should happen that the said William Lebrie should die before the said Anna his wife, leaving issue upon the body of the said Ann Lebrie begotten, a leave the said Ann enjoin with Child who shall afterwards be born alive, held in that case in trust that they the said Trustees and the survivor of them his Executors Administrators and Apigns shall and will from time to time and at all times during the life of the said Ann Lebrie well & truly pay and disburse of the clear yearly earnings profits labour & service of the said Negro Slaves, as the same shall from time to time arise and be received, unto such person and persons and to and for such uses and purposes, and in such parts and proportions as the said Ann Lebrie shall from time to time by any Note or writing under her hand direct and appoint, and in default of such direction and appointment to the proper hands of her said Anna Lebrie or otherwise as and shall permit

and suffer her to receive the same to and for her own sole and
 and from and immediately after the determination of such holden
 of the said Ann Lebre, then in trust to pay and dispose of such amount
 or yearly earnings, profits labour and service of the said Negro
 slaves, as to one moiety thereof unto the said Ann Lebre during the
 term of her natural life, and as to the other moiety to pay, apply,
 dispose and divide the same between the aforesaid Mary Lebre
 and the other Children and Spouse of the said William Lebre and
 Ann his wife for her and their education maintenance and
 support during the natural life of the said Ann Lebre, and
 from and immediately after the death of the said Ann Lebre in
 trust as to a moiety of the said Negro Slave together with a moiety of
 the Spouse and increase thereof to and for the use benefit and behoof of
 the said Mary Lebre and the other Children and Spouse of the said William
 Lebre by the said Ann Lebre his wife, if more than one as Tenants
 in common, and as to the other moiety thereof in trust after the death
 of the said Ann Lebre to pay and apply the earnings, Profits Labour &
 service thereof to and for the Education maintenance and support
 of the Child and Children of the said Ann Lebre which she may have
 at the time of her death, by any other husband, until some one of them
 shall attain the age of twenty one years or be married, and then in
 trust to and for the use benefit and behoof of such Child or Children their
 Executors Administrators and Assigns for ever free and discharged of
 from all further and other trusts whatsoever, and that the Trustees and
 the survivor of them his Executors Administrators and Assigns shall
 and will convey and deliver the same accordingly, and in default
 of Spouse of the said Ann Lebre by any other husband, or that such
 Spouse should all die under the age of twenty one years and unmarried
 then in trust for her same uses as the other moiety of the said Negro Slave
 But in case the said Ann Lebre should out live her said William Lebre
 her Husband, and die without leaving any Child or Children, Grand
 Child or Grand Children, or should leave such Child or Children
 Grand Child or Grand Children, all of whom should die under the age
 of twenty one years and unmarried, then from and after the death of
 the said Ann Lebre and such Child and Children, Grand Child and
 Grand Children in trust as to the whole of the said Negro Slaves
 with the future Spouse and increase of the female slaves, or in case the
 said Mary Lebre, and the other Children and Spouse of the said William
 Lebre and Ann his wife should die under the age of twenty one years
 and unmarried there being Spouse of the said Ann Lebre by any other
 Husband living, then in trust after the death of the said Ann Lebre
 and her Children and Spouse by the said William Lebre as to the moiety
 of the said Negro Slaves to and for the use benefit and behoof of the

forenamed John Lebre, Caroline Lebre and Thomas Lebre, the
 the survivor and survivor of them until one or other of them
 diege of twenty one years of age is married, and for and in respect
 after such contingency, in trust to and for the use and benefit of the
 school of the said Julie Lebre, Caroline Lebre and Thomas Lebre Senior &
 the other survivors and survivor of them, his her another execu-
 tors Administrators and Agents forever; and that the said -
 Thomas Lebre Senior and Jacob Martin and the survivor of
 them his executors Administrators and Agents shall and will
 convey the same accordingly free and discharged of and from all
 further and other Trusts whatever, Provided always never-
 theless and it is hereby agreed by and between the parties to these
 presents, and declared to be the true intent and meaning hereof
 and of the parties hereunto, that whenever the said Thomas Lebre
 and Jacob Martin the Trustees shall be seized and possessed of the
 lands and Real Estate, Negroes and Personal Property in Trust
 for the use of the aforesaid three Children of Thomas Lebre Senior
 or any of them, and he the said Thomas Lebre Senior shall be
 minded and willing, and deem it most for the benefit and ad-
 vantage of his said three Children, or the survivor or survivor
 of them, they the said Thomas Lebre Senior and Jacob Martin &
 the survivor of them are hereby authorized impowered and required to
 sell and dispose of, alter change, or otherwise invest the aforesaid real
 Estate and Personal property in such way and manner as the said
 Thomas Lebre Senior shall think proper to direct and appoint, where-
 upon the uses trusts and Estates herein before limited and expressed
 shall be revoked and made null and void, Provided also that upon
 every such sale, disposition, alteration, change or other investment
 of the said Real or Personal Estate, other property real or personal
 to the value thereof be purchased by the said Thomas Lebre Senior &
 Jacob Martin and well and sufficiently conveyed and aforesaid to
 Trustees for the use benefit and behoof of the said three Children of Thomas
 Lebre Senior conformably to the declaration of trust made above
 herein before declared as near as may be, these presents or any
 thing herein before contained to the contrary hereof in any wise notwithstanding,
 and the said Thomas Lebre Senior and Jacob
 Martin for themselves jointly and severally, and for their several
 and respective Heirs Executors and Administrators do hereby cove-
 nant promise grant and agree to and with the said William
 Lebre and Ann his wife, their Daughter Mary Lebre and the other
 Children and issue of their Marriage, the children and issue of

383

to said husband by any other Husband, and the said John dehrie
 Caroline dehrie and Thomas dehrie Junior and their several and re-
 spective Heirs Executors Administrators and Assigns, that they the
 said Thomas dehrie and Jacob Martin and the survivor of them his
 Heirs Executors Administrators and Assigns shall and will from
 time to time and at all times hereafter on a reasonable request of any
 of the said other parties their several and respective Heirs Executors
 Administrators or Assigns, and at their proper costs and charges
 make do and execute on cause and procure to be made done
 and executed all and every such further and other lawful &
 reasonable Act and Acts, thing and things, devices conveyances
 bargains apgments and assurances in the law whatsoever
 as well for corroborating and strengthening these presents
 as also for the further better and more perfectly conveying and
 bargaining, assigning apuring and confirming the said land
 and Negro Slaves, Real Estate and Personal property unto the re-
 spective parties aforesaid their several and respective Heirs Exe-
 cutors Administrators and Assigns, as of them the said Trustees
 or the survivor of them his Heirs Executors Administrators or
 Assigns shall be reasonably desired or advised and required.
 In witness whereof the said parties to these presents have hereunto
 set their Hand and affixed their seals at Charleston on the day
 in the year first above written William dehrie *(A)*, Ann dehrie *(A)*
 Thos dehrie *(A)*, Jacob Martin *(A)* Sealed and Delivered, the word
 "Twenty" between the 6th & 7th lines of the first sheet interlined, the word
 "any" obliterated, the wrote above the place, Trustees interlined be-
 tween the 8th & 9th lines from the bottom of the said fourth sheet, "Many"
 obliterated from the second line of 6 sheet, a William wrote above
 it, "Executors, Administrators" interlined between 9th & 10th lines
 from bottom of said 6 sheet, heirs and Assigns obliterated there
 from In the presence of William Parker, Stephen Dueston,
 Received on the day of the date of the within written instrument of
 from the within named Thomas dehries son and Jacob Martin his
 several sums of five shillings each, being the consideration
 Money within mentioned, William dehrie witness William Parker,
 Stephen Dueston, Charleston S.C. Personally appeared Wil-
 liam Parker who made oath he was present and saw William
 dehrie, Ann dehrie, Thomas dehrie and Jacob Martin sign and seal
 and as their act and deed deliver the within Instrument of writing
 to and for the uses and purposes therein mentioned and that
 he also saw the said William dehrie sign his name to the receipt
 and that he together with Stephen Dueston signed their names
 as witnesses to the same, sworn to before me this 7th Nov: 1799
 Danl. Ga. Ravenel *(B)*

Schedule of Property captured to in the named District,
 Lands and Real Property, Acres 640, six hundred and forty acres
 situate and lying on the left side of Santee and Little Santee
 River, Originally granted to John Symour and by him devised
 in and by his Last Will and Testament to the Reverend Alexander
 Tindley, 500. five hundred acres situate lying and being at
 the high hills of Santee River on a swamp commonly called Dry
 swamp, 200 two hundred acres situate lying and being on the
 Congaree River, purchased by the said Alexander Tindley from
 John Monk and Magdaline his wife, 243. two hundred and
 forty three acres, situate lying and being in York County pur-
 chased, by the said Alexander Tindley from John Kelly and his
 wife, 1300 ^{my thousand} three hundred acres be the same more or less, si-
 tuate lying and being on the waters of Saluda River, ori-
 ginally granted to John Dubois, Moiety of 3470. An undivided
 moiety and all and every other part and proportion of the said
 William Schie and Ann his wife and each of them, of and in
 three thousand four hundred and seventy acres of land situate
 lying and being in St. Stephens Parish, Originally granted to
 James Borpeans, 500. five hundred acres situate lying and
 being in St. Stephens Parish aforesaid near the parsonage -
 granted originally to Samuel Dubois and adjoining lands
 of Francis Villepontoux, 300 three hundred acres situate by-
 ing and being on Santee Great Swamp adjoining lands of
 Peter Gaillard Ancrum and the Road leading to Man-
 rays Ferry, Which said several and respective Plantations or
 Tracts of Land are more particularly described in the original
 Grants, and Maine Conveyances made and executed on their
 respective Sales thereof above mentioned, and recorded in the re-
 spective Offices of Secretary of State and Register of Maine Convey-
 ances, as by reference thereto, will more fully and at large appear,
 Negroes and Personal Property, 40 Negro Slaves, Adam
 Zuhoh, July, Sampson, Smart, London Jack, Balfio, Peter -
 Johnny, Peter, Caesar, Lemmy, Cyrus, January, Jr., Davy, George
 Guy, March, Sam, Cuffey, Kate, Pinah, Dinah, Sarah, Rose,
 Nancy, old Tenah, Young Tenah, Diana the older Diana
 the younger, Hannah, old Kate, old Bella, young Bella,
 little Ned, Darous, Bef and Lucy, and the issue and
 increase of the females since 24th December 1795.
 Recorded 7th November 1799.

This Indenture of Two parts made the second day of October in the year of our Lord one thousand seven hundred and ninety nine, and in the twenty fourth year of the Sovereignty & Independence of the United States, Between Philip Moore of the City of Charleston and State aforesaid of the first part, Penelope Warner of the same place of the second part, George Kempton of the third part, and Henrietta Warner of the fourth part, Whereas a Marriage is shortly to be had and solemnized between the said George Kempton and the said Henrietta Warner, and whereas George Henry Warner of the City and State aforesaid deceased, in his life time, did in and by a certain Instrument in writing in nature of a Deed of Gift bearing date the ninth day of March in the year of our Lord one thousand seven hundred and eighty seven give transfer and make over unto Philip Moore aforesaid, a certain Negro Wench named Delia In Trust to and for the sole use benefit and behoof of his Daughter the aforesaid Henrietta Warner, which reference to the aforesaid Instrument of writing being had, will more fully and at large appear, Now This Indenture witnesseth that the said Philip Moore for and in consideration of the premises and also in consideration of ten Shillings to him in hand paid at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, and in pursuance of the Trust aforesaid hath Bargained and sold and by and with the advice and consent of the said George Kempton and the said Henrietta Warner excepted by their signatures hereunto set and by these presents Doth Bargain Sell and Deliver unto the said Penelope Warner the said Negro Wench Delia, together with her two Male Children Simon and Judy and an Infant Female Child being her Spue since the gift aforesaid by the said George Henry Warner, To have and To hold the said Negro Wench Delia and her three Children aforesaid unto the said Penelope Warner, her Executors Administrators and Assigns for ever, In Trust to and for the sole and separate use benefit and behoof of the said Henrietta Warner her Executors Administrators and Assigns until the solemnization of the said Intended Marriage, and from and immediately after such solemnization, then to the sole and separate use benefit and behoof of the said Henrietta Warner for and during her natural life, and from and after her decease to the Spue of the said Intended Marriage which shall be living at her death, and on failure of any and all such -

Spouse at her death, her to the use and benefit of the Executors Administrators and Assigns of her said Henricetta Warner for ever and it is hereby declared to be the true intent and meaning of these presents and of the parties thereto, that the property of said shall be free from all power, control and interference whatsoever, & unaffected by the Debts, Engagements or acts of either kind of her said intended Husband, or any subsequent Husband, and it is hereby declared and agreed between the parties to this Deed, that the said Penelope Warner her Executors Administrators & Assigns shall and will permit the said Henricetta Warner from time to time and at all times to take and receive the hire, profits and emoluments, and to enjoy the work, labour and services of the said Negroes, and that the same shall be at her sole and separate disposal and to and for her sole & separate use notwithstanding her intended or any other Coverterre and that all her Receipts, acts of discharge and Engagements whatsoever relative thereto shall be accounted to all intents and purposes as if she were sole and unmarried, and it is further agreed and declared by and between the parties here-to that the said Henricetta Warner shall have full power and be enabled, notwithstanding her intended or any other Coverterre, should she die without leaving any Spouse of her intended Marriage living at her death, by any instrument in writing duly and legally executed in nature of and purporting to be her last Will and Testament, to direct him to give bequeath or appoint the said Negroes or any of them or the value thereof or any part thereof, to such persons and in such proportions as she shall think fit in as full and ample a manner as if she were sole and unmarried, and further that the said Penelope Warner her Executors Administrators and Assigns upon the reasonable request and at the expence of the persons interested shall and will from time to time make and execute all such Conveyances and writings as shall be legal and necessary to the faithful and proper execution of the Trust herein contained. In witness whereof these have set their hands and seals the day and year first above written. Philip Moore /&/ Penelope Warner /&/ George Kempton /&/ Henricetta Warner /&/ sealed & delivered In the presence of the word 'Eighty' in the first page being first written on brasure witness Charles Snellter, Philip Hackell - Charleston S^t C^r personally appeared ^{John} Hackell who made oath he was present & saw Philip Moore, Penelope Warner, George Kempton, Henricetta Warner sign seal & as their acts & deed deliver the within Deed of Mortgage Marriage Settlement to for the uses & purposes therein mentioned that he together with Charles Snellter signed their names as witnesses to the same sworn to before me this 12th Nov^r 1799 Isaac Motter Dart J^r S^t C^r dated 13th Nov^r 1799.

This Indenture made this 6th Day of November
thousand seven hundred and ninety nine, Between Theodore Gaillard,
lrd of the City of Charleston, Barrister at law of the one part -
and John Gaillard Esq^r of W^t Stephens Parish Planter and William
Robertson Esq^r of the City of Charleston, Barrister at law both of the
State aforesaid of the other part, whereas a Marriage is shortly
intended to be had and solemnized between the said Theodore
Gaillard of the City of Charleston and State aforesaid and
bonelia Marshall likewise of the said City and State, and
whereas the said Gaillard hath agreed to grant transfer-
eign and set over to the said John Gaillard and Mr Robertson
the survivor of them and the Executors Administrators and
Heirs of such survivor all the right Title and Interest which
the said Theodore has in the following Negroes the same being
the joint Property of John and Theodore Gaillard as well appear
by an Agreement between them dated the 4th day of November
one thousand seven hundred and ninety nine, the said Negroes
to be helden by the said John Gaillard and Mr Robertson
the survivor of them and the Executors Administrators and
Heirs of such survivor upon the Trusts and for the purpose
hereinafter mentioned, the Negroes alluded to and in which
John and Theodore Gaillard are jointly and equally interest
and the Right Title and Interest to and in which are hereby
intended to be vested in the said John Gaillard and Mr Robertson
for the purposes and upon the Trusts after mentioned all
Billy, Bram, Cately, little Judy, Amey, Silly, George, London
long Peter, Anthony, Sam, Sary, Moses, Sally, old Suzette
Hetty, Wally, Sambo, Paul, Dinah, York, Tim, Molly, August
Ralph, Belinda, Joe, George, Peter, Sary, Bimah, Peter, Anna
Suey, Hector, Mary, Melly, and her Young Child Nancy
little Molly, Nancy, Mary, Belle, Marlow, Matthias, Flander,
Melly, Patty, and black, the said Theodore Gaillard for and
in consideration of the said intended Marriage and of the sum
of ten shillings to him in hand paid by the said John Gaillard
and Mr Robertson the Receipt whereof is hereby acknowledged
at and before the sealing and Delivery of these Presents, hath granted
bargained sold and assigned transferred and set over to the said
John Gaillard and Mr Robertson all the Right Title and Interest
which the said Theodore Gaillard has in the said Negroes To have
and to hold the said Negroes which upon a Division thereof may
fall to the share of the said Theodore with the free of such as are
female to the said John Gaillard and Mr Robertson, Reservation
now upon the Trusts and for the purposes herein after mentioned
to permit and suffer the said Theodore Gaillard

to have
said to
during
the visit
his Da-
ughter, &
said to
a Child
Trust.
Increas-
ed with
living
them &
said to
living
the said
to be re-
for ever
one or
lives of
Robert
Surviv-
on of a
under
- perty.
or Tal-
the said
John G.
Adams
appro-
and sig-
the said
with a
Hath &
Theodo-
words.
Miller
leer with
seal an
for the
Payne to
this Recd

to have the exclusive Management, use of and to receive the profits of the said Negroes for his and the said Cornelia's maintenance and support during their joint lives, in case of the Death of the said Theodore living the said Cornelia and without Spouse of the said Marriage living at his Death then In Trust to deliver over the said Negroes with the Spouse of such as are female to the said Cornelia the said Property to be to her, her Executors, Administrators and Assigns for ever, In case the said Cornelia shall survive the said Theodore and there shall be a Child or Children of the said Marriage living at his Death then In Trust to deliver to the said Cornelia one half of the said Negroes with the Increase thereof, the said Property to be her absolutely and the other half with the Increase thereof to the Child of the said Marriage if only one be living and if more to such Children equally to be divided between them share and share alike, In Case the said Theodore shall survive the said Cornelia whether there be or be not no Spouse of the said Marriage living at her Death then In Trust to deliver over to the said Theodore the said Negroes with the Spouse of such as are female the said property to be vested in the said Theodore his Executors, Administrators and Assigns for ever, Provided always that should the said Theodore think fit to sell one or more, or all of the said Negroes with their Spouse during the joint lives of him and the said Cornelia the said John Gaillard and William Robertson, the Survivor of them and the Executors, Administrators and Assigns of such Survivor, shall upon application to him or them the approbation of the said Cornelia being first obtained and signified in writing under her Hand and Seal to sell any part or the whole of the said property and make Petites for the same and apply the proceeds of such sale or Sales to such purposes as the said Theodore shall direct and should the said Theodore think fit to Mortgage the said property the said John Gaillard and Wm Robertson, the Survivor of them and the Executors Administrators and Assigns of such Survivor on application as aforesaid the approbation of the said Cornelia to the Mortgage being first obtained and signified as aforesaid shall join in the said Mortgage or Mortgage the said Negroes to any Person or Persons to whom the said Theodore may wish a Mortgage thereof to be given, In witness whereof the said Theodore hath hereunto set his hand and seal the Day and Year first above written Theodore Gaillard /s/ Sealed and Delivered in the presence of, the words then in Trust to in the last page being first struck out, A. C. Miller, Payne Gaillard, Charleston, S.C. Personally appeared at E. Mc- ller who made oath he was present and saw Theodore Gaillard sign seal and his Act and Oath deliver the within instrument of writing to do for the uses and purposes herein mentioned and that he together with Payne Gaillard signed their names as witnesses. Sworn to before me this 18 Nov: 1799 Capt. Jas. Ravenel R.R. Recorded 12 November 1799.

This Indenture made the Fourteenth day of November in the year of our Lord one thousand seven hundred and ninety nine Between James E.B. Finley of Saint Pauls Parish in the State aforesaid, Physician and Mary his wife late Mary Preonean Daughter and one of the heirs of the said Mary Preonean deceased of Arthur Preonean deceased of the one part, and Jacob Ford of Charlestown in the State aforesaid of the other part witnesseth that the said James E.B. Finley and Mary his wife for and in consideration of the sum of Five Millions to them in hand well and truly paid by the said Jacob Ford at or before the sealing and delivery of these presents the receipt whereof whereby acknowledged they the said James E.B. Finley and Mary his wife have granted bargained and sold and by these presents to do and each of them doth grant bargain and sell unto the said Jacob Ford his executors Administrators and Assigns the undivided fifth and all and every other part and proportion to which the said Mary Finley now is, or hereafter may become entitled as Daughter and one of the heirs of the aforesaid Mother Mary Preonean late deceased or otherwise for and to All that and those two Building Penements numbers 11 Eleven and 12 Twelve and lot of land on the South side Broad Street in Charleston aforesaid, measuring and containing thereby two feet front on said street, and ninety seven feet in depth more or less Southwardly, Butting and Boarding to the east on lands lately occupied by the Bank of South Carolina, but now by Edward Mortimore and Company, to the east on lands late of Ed:gar Wells deceased, to the south on lands of and to the North on Broad Street aforesaid, Together with all and singular the houses out houses, stables, ways, passages, walls, fences, yards, gardens, rights easements, profits commodities, advantages, emoluments, privileges, hereditaments, rights, members and appurtenances whatsoever to the said Lot Piece or Parcel of land belonging or in any wise 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 lot piece or parcel of land, and all and singular other the premises herein before mentioned or meant and intended to be hereby bargained and sold with their and every appurtenances unto the said Jacob Ford his executors Administrators and Assigns from 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, Yielding and Paying wherefore unto the said James E.B. Finley and Mary his wife the sum of one pepper corn at the expiration of the said term, to the intent and purpose that by virtue hereof, and by force of the Statute for

389. transferring uses into possession, he the said Jacob Ford may have in the
actual possession of all and singular the premises above mentioned -
with the appurtenances and be hereby enabled to accept and take
a grant and release of the reversion and inheritance thereof to him
the said Jacob Ford his heirs and assigns forever, to have and to hold
such uses intents and purposes as are therein declared, In Witness
whereof the said parties to these presents have hereunto set their
hands and affixed their seals at Charleston on the day and in the
year first above written James E.B. Finley and Mary Finley his
seals delivered in the presence of Jacob Yore, Benj. Porter, Receivers
on the day of the date of the within written indenture of and from the
within named Jacob Ford the sum of five shillings Sterling in full
for the consideration money within mentioned James E.B. Finley
Mary Finley, Witnesses Jacob Yore, Charleston p. Personally appear
Benjamin Porter who made oath he was present and saw James E.B.
Finley and Mary Finley sign seal and as their act and deed deliver the
within instrument of writing to and for the uses and purposes herein
mentioned and that he together with Jacob Yore signed their names
as witnesses to the same, Sworn before me this 10th December 1799
Dan'l A. Rawlins P. Recorded 10th December 1799

State of South Carolina This Indenture tripartite made
the fifteenth day of November in the year of our Lord one thousand
seven hundred and ninety nine, and in the twenty fourth year of the
Sovereignty and Independence of the United States of America -
Between James E.B. Finley of Wilmot in the parish of Saint Pauls a
State aforesaid Physician by and with the privity and consent of his
wife Mary Finley formerly called Mary Peronneau, Daughter and
one of the Heirs of her late Mother Mary Peronneau deceased of the
first part, the said Mary Finley wife of the said James E.B. Finley of the
second part, and Jacob Ford of the City of Charleston and the aforesaid
of the third part, Whereas Mary Peronneau late deceased died
by the last Will and Testament of her said Husband Arthur Peronneau deceased
bearing date on or about the thirteenth day of October in the Year of our
Lord one thousand seven hundred and seventy four, became entitled to receive
and take an equal part or share of his whole Estate Real and Personal
with his Children therein respectively named, and whereas the said
Mary Peronneau departed this life on or about the twenty ninth day
of May in the year of our Lord one thousand seven hundred and ninety
nine, intestate whereby her claims upon the remainder of her late
husbands Estate which is still undivided, together with her own
separate Estate must by the Statute of distributions be equally
divided share and share alike between her Children, and of them
Jacob

36

Finley wife of the said James E.B. Finley formerly while sole claimant
Mary Bronneau is gone, And whereas there now remains of the real
estate of the said Arthur Bronneau two Tenements and a certain
lot piece or parcel of land herein after more particularly men-
tioned and described, and there also remains of the personal es-
tate of the said Arthur Bronneau seven Negro Slaves and divers
Bonds or Obligations for the payment of Money all which Negroes
Slaves and Bonds or Obligations are particularly mentioned in the
Schedule hereof hereto annexed, and the said Mary Bronneau did
proprietor in her own right of a certain Bond or Obligation of William Ed.
Haynes, as also certain Stock of the State of South Carolina all which
is also more particularly excepted in set forth in the said Schedule,
And whereas the said James E.B. Finley in consideration of the love &
affection he hath and beareth to and for his wife the said Mary Finley &
of the real and personal estate of the said Mary Bronneau which he
the said James E.B. Finley is and will become entitled unto in right of
Marriage with his said wife, and in order to settle aforesaid secure
firmly and effectually the Real and Personal estate of the said Mary
Bronneau hereinbefore mentioned to and for such uses intents and
purposes, as are hereinafter more particularly excepted and declared
and for divers other good and weighty causes and considerations him
the said James E.B. Finley hereto especially moving, he the said
James E.B. Finley hath consented and agreed and hereby doth consent
and agree to join with said wife, and otherwise bargain sell aforesaid
transfer set over, Convey and aforesaid all and singular the real and
personal estate above particularly recited, and all and singular
their respective claims and pretensions, therein or thereto unto the
said Jacob Ford his heirs executors Administrators and Assigns.
In Trust nevertheless to for and upon the several uses and subject to
the trusts intents and purposes in such manner as hereinafter is
mentioned limited excepted and declared of and concerning the
same and the several parts thereof respectively Now this Indenture
witnesseth that in pursuance of the said recited agreement,
the said James E.B. Finley and Mary his wife for and in consideration there
and of the sum of one dollar to them in hand paid by the said Jacob Ford
at or before the sealing or delivery of these presents, the receipt whereof
is hereby acknowledged, they the said James E.B. Finley and Mary his wife
have and each of them hath granted bargained sold aliened remised
released conveyed and confirmed, and by these presents do and each
of them doth grant bargain sell alien release convey and confirm
unto the said Jacob Ford (in his actual possession now being by virtue of
a bargain and sale to him thereof made for one whole year by indenture
bearing date the day next before the day of the date of these presents
and by force of the Statute for transferring uses and possession made
forch in this state) and to his heirs and assigns forever the undivided

321

fifth and all and every other part and proportion to which the said
Mary Finley now is or hereafter may become entitled to be distribu-
tive Heir of the said Mary Peronneau otherwise than in and to All
that and those two Tenements and Lots of Land on the South side of
Broad Street, known by the numbers eleven and twelve, measuring
and containing thirty two feet front on said Street and ninety seven
feet more or less in depth Southwardly, Butting and Bounding to
the West on Lands lately occupied by the Bank of New Haven,
but now by Edward Mortimer and Company, to the East on lands of
Edgar Wells Estate, to the South on lands of and to the
North on Broad Street aforesaid, Together with all and singular the houses
out houses, stables, ways, passages, walls, fences, yards, gardens, lights, eas-
ements, profits, commodities, advantages, emoluments, privileges, heri-
ditaments, rights, members and appurtenances whatsoever to the said
lot piece or parcel of land, belonging or in any wise incident or apper-
taining, and the reversion and reverions, remainder and remainders, rents
issues and profits thereof, and of every part and parcel thereof, To have and to
hold the said undivided fifth of such part and proportion of the said Mary
Peronneau in and to the premises aforesaid herein before granted and released
unto the said Jacob Ford his Heirs and Assigns, to the only proper use of the said
Jacob Ford his Heirs and Assigns for ever, In Trust to and for the sole and separate
use of the said Mary Finley notwithstanding her Coverture, for and during
the term of her natural life, to the intent and purpose that the same or any
part thereof may not be at the disposal nor subject to the control, debts or
engagements of the said James E. B. Finley, but the same to use and enjoy at
her will and pleasure, And from and after the decease of the said Mary Finley
(in case the said James E. B. Finley should be then living and there shall
be issue of their bodies living) In Trust to and for the use of the said James E.
B. Finley 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 and behoof of all and every
the son and Sons, Daughter and Daughters of the said James E. B. Finley on
the body of his said wife Mary 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 Finley should die in the
life time of the said James E. B. Finley without leaving issue of her body —
then In Trust to and for such uses and intents and purposes as the said
Mary Finley by her last Will and Testament inswiring or by any other
writing duly executed in the presence of two or more credible witnesses

lent direct or appoint, and in default of such limitation directed or appointment then In Trust to and for the use of the said James E.B. Finley and his Assigns for and during the term of his natural life, and from and after his decease, In Trust to convey all and singular the said premises unto all and every the Children of the said Jacob Ford, on the Body of his present wife Ann Motte Ford now begotten a male begotten there and there alike as Tenants in Common, and to their heirs and assigns forever respectively, But if it should so happen that the said Mary Finley should survive her said Husband James E.B. Finley without having any issue of their bodies, then and from thenceforth the property hereby witnessed shall beforever discharged of and from all the said uses and trusts, and the same be absolutely reinvested in the said Mary Finley her Heirs Executors Administrators and Assigns forever, And this Indenture further witnesseth that in pursuance of the said recited Agreement, the said James E.B. Finley for the several considerations aforesaid, and of the further sum of one dollar to him in hand paid by the said Jacob Ford at or before the sealing and delivery of these presents, therceipt whereof is likewise hereby acknowledged, he the said James E.B. Finley hath granted bargained sold delivered aforesaid transferred and set over, and by these presents doth grant bargain sell deliver aforesaid transfer and set over unto the said Jacob Ford his Executors Administrators and Assigns the un- divided fifth and all and every other part and proportion to which the said James E.B. Finley in right of his said wife now is or hereafter may become entitled as one of the distributive Heirs of her Mother Mary Peronnean late deceased, or otherwise in and to the several Negro Slaves with the future issue and increase of the females, Bonds or obligations aforesaid, and the Bond or Obligation together with the South Carolina Stock, wherewith the said Mary Peronnean died in her own right propriet of as aforesaid, all which is more particularly mentioned and expressed in the Schedule thereto annexed, and all and every sum and sums of money which have or hath, or shall or may be or become due a payable to the said Mary the wife of the said James E.B. Finley or to the said James E.B. Finley and Mary his wife in her right or to him the said James E.B. Finley only and alone, in right of his said wife or otherwise as one of the distributive Heirs of the said Mary Peronnean Deceased, and all heretofore right title, trust Interest probability of interest claim or demand of them the said James E.B. Finley and Mary his wife or either of them therein or thereto upon contingency or otherwise however, and all the Interest Claim and demand what soever or howsoever of him the said James E.B. Finley for or to the said hereby aforesaid Bonds or Obligations and other premises to have and to hold all and every sum and sums of money which have or hath or shall or may be or become vested

393 due or payable to her said Mary the wife of the said James E.B. Tinley, or to the said James E.B. Tinley and Mary his wife in his right, or to him the said James E.B. Tinley only and alone in his right aforesaid wife, and the Negro Slaves with the future issue and increase of the females, and all and singular other the premises hereinbefore aforesaid bargained sold and transferred, and mentioned and meant and intended to be hereby aforesaid, bargained sold transferred and set over unto the said Jacob Ford his Executors Administrators and Assigns, the Trust never to be sold and to and for the several and respective uses intents and purposes and with and under the several and respective limitations and appointments, herein after mentioned, expressed and declared of and concerning the same, that is to say, In Trust to and for the sole and separate use of the said Mary Tinley notwithstanding her Cōverture for and during the term of her Natural life, to the intent and purpose that the same or any part thereof may not be at the disposal, nor subject to the control, debts or engagements of the said James E.B. Tinley, but the same to use and enjoy other will and pleasure, and from and after the decease of the said Mary Tinley then in case the said James E.B. Tinley should be then living, and there should be issue of their bodies living, In Trust to and for the use of the said James E.B. Tinley 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 and behoof of all and every the Son and Sons, Daughter and Daughters of the said James E.B. Tinley on the body of his said wife Mary 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 proportion 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 Tinley should die in the life time of the said James E.B. Tinley without leaving issue of her body, then In Trust to and for such uses intents and purposes as the said Mary Tinley 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 E.B. Tinley and his Assigns for and during the term of his natural life, and from and after his decease In Trust to convey all and singular the said premises unto all and every the Children of the said Jacob Ford on the body of his present wife Anne Nottle Ford now begotten and to be begotten share and share alike as Tenants in Common and the issue of such Children in case any of them shall be then dead leaving issue, but the issue of such Child or Children of the said Jacob and Anne Nottle Ford 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 them if more than one, and if but one, then wholly to that one, and to their heirs and assigns for ever respectively, but if it should so happen that the said Mary Tinley should survive her said husband James S.B. Tinley without having any issue of their bodies, then and from thenceforth the property hereby conveyed shall be for ever discharged of and from all the aforesaid uses and trusts, and the same be absolutely reinvested in the said Mary Tinley her heirs Executors Administrators and assigns - forever, and it is hereby declared and agreed by and between all the parties that in case the said James S.B. Tinley and Mary his wife or the survivor of them shall be desirous to have the said property hereby secured 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 any other property, and shall signify such desire in writing signed in the presence of two or more credible witnesses that the said Trustees or 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 therefrom 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 agreed and secured according to the true intent and meaning of these presents, And daddly it is hereby agreed that the said Trustee and his representatives well and faithfully performing the said trusts shall be authorized from time to time out of such monies as may come into his hands to retain and deduct all such costs charges and expences, as he may be put unto in the execution thereof. In witness whereof the parties to these presents have hereunto set their hands and affixed their seals at Charleston on the day and in the year first above written, James S.B. Tinley & Mary Tinley /S/ Sealed and Delivered in the presence of, the words "is one" in the fifteenth line of the first page, and the words "as tenants in Common" in the fourth line of the sixth page being previously interlined Jacob Ypoer, Benj: Porter, Received on the day of the date of the within written Indenture of and from the within named Jacob Ford the sum of two Dollars in full for the consideration money within mentioned - James S.B. Tinley, Mary Tinley, Witness Jacob Ypoer - -

Schedule to which the annexed Indenture refers, attached in Conformity to the Act of Assembly in such case made and provided Personal Property of Arthur Poncneau Viz: Seven Negro Slaves. Harry, James, Beck, Maria, Charlotte, Betty and Peters - Sarah Rutledge and John Rutledge Bond to Arthur Poncneau dated 1st July 1766. Penalty \$13.650 Cury Condit. \$6.825 Cury - Thomas Huttons Bond to Richard Hutton Esq: of Arthur Poncneau

295.

and for the sole use of the estate of Arthur Peronneau, Dated 14th March
1778. Penalty £9.500 Cury condit £4.750 Cury with Int. from the date,
Thomas Heltons bond to Richard Fulton Esqre Arthur Peronneau
and for the sole use of the children of the said Arthur Peronneau dated
19th Mar. 1778. Penalty £9.186 Cury Condit £4.503 Cury with Int. from
date, and William Bull Esq. Bond to James Peronneau Esq. Agreed
to the execs Arthur Peronneau by Alex^r Gordon Admr J. Peronneau
Dated 5 May 1777 Peny £2.450 Cury, Cond^t £1.225 Cury with Int. from date
Personal property of the estate of Mary Peronneau deceased viz -
Bond of William Ed. Hayne Dated 1st Nov. 1797 Peny £1100 by Condit.
£550 St^d with Interest from the date, one moiety of a £. C^t. State
Certif^c for £495.32. Int. from 1st Oct. 1798 at 6% per cent. one moiety of a £.
C^t. State Certif^c for £334.36. with Int. from 1st Oct. 1798 at 3% per cent. and
one moiety of one other Cert. of £. to C^t. for £219.10. Int at 6% per cent. referred
to 1st Jan^g 1807. State of South Carolina, Charleston District -
I George Reid one of the Justices of the Quorum, do hereby certify unto all
whom it may concern, that Mary Finley, wife of deceased named Dr.
James S. Finley did this day appear before me, and upon being pri-
vately and separately examined by me, did declare that she did at
least seven days previous to her examination by me as afo^r actually
join her said husband James S. Finley in executing the within re-
lease, and did then and still do freely, voluntarily and without any
manner of compulsion, dread or fear of any person or persons whomsoever
renounce release and for ever relinquish all her Estate, Interest and
Inheritance in the premises within mentioned, that is to say in and
to an undivided fifth share or part of such share or proportion
of two Brick Tenements and lot of land in Broad Street in the
within released, more particularly expressed, described or referred
to, to which Mary Peronneau late deceased, was, or ought to be entitled
unto, as one of the heirs, legatees and devisees under the will of her late
husband Arthur Peronneau deceased, unto Jacob Ford and his heirs and
Assigns for ever. But nevertheless to stand seized In trust before and
upon the several and respective uses intents and purposes and with
and under the several and respective limitations and appointments
mentioned expressed and declared in and by the within Indenture
of Release, Mary Finley. Given under my Hand and Seal at Charle-
ton this twenty third day of November in the year of our Lord one thousand
and seven hundred and ninety nine, and in the twenty fourth
year of the Sovereignty and Independence of the United States of
America G. Reid J. M. Seal Charleston S.C. Personally appeared
Benjamin Peter who made oath he was present and saw James S. B.
Finley and Mary Finley sign seal and as their Act and Oath deliver the
within Instrument of writing to and for the uses and purposes herein
mention

mentioned and that he also saw the said James B. Tinley and Mary Tinley sign the Receipt, and that he signed his name as witness to the same together with Jacob Yoor to the same, sworn before me this 10th December 1799 Dan'l J. Ravenel B.
Recorded 10th December 1799.

South Carolina

This Indenture tripartite made the 1st day of December in the year of our Lord one thousand seven hundred and ninety nine, Between John George Wurtemann of Charlestown in the State aforesaid of the first part, Christina Dorothy Strohecker of the same Place Spinster of the second part, and the Frederick Wolf and Joseph Peace also of the same place of the third part, Whereas John Eberley late of Charlestown aforesaid in and by his last will and Testament in writing bearing date on or about the twelfth day of September one thousand seven hundred and ninety nine did will and devise that all his just and lawful debts, and the expences of his funeral should be paid by his Executors hereinafter named as soon as it could conveniently be done after his decease, and then did give and bequeath to his beloved wife Barbara his house and lot whereon he resided, ten of his Negros whom she might choose herself within two months after his decease and likewise such parts and articles of his Household and Kitchen Furniture Linens Beddings and other like domestic effects, as she might think proper to keep, to have the use benefit or income of such house and lot Negros and effects, for and during her natural life, after her death the said house & lot as well as the said Negros with the increase of the Females and what might remain of the effects should be sold at Public auction for Cash and the nett proceeds thereof to be divided in two equal parts, one half to be given to the Nephews and Nieces of his aforesaid wife or their representatives share and share alike, the other half to be given to the Children of his Sisters in this Country or to their representatives share and share alike as in and by the said will duly proved and of record in the Ordinary's Office for Charlestown District, reference being therunto to may more fully appear, And whereas soon after making and executing the said will the said John Eberley the Testator departed this life without revoking or altering his said will, but leaving the same of full force and effect, whereof the said Christina Dorothy Strohecker as a Child of one of the Sisters of the said John Eberley in this Country is entitled to a considerable share of and interest in the Estate of the said John Eberley, And whereas a Marriage is intended to be shortly had and solemnized between the said John George Wurtemann and the said Christina Dorothy Strohecker and upon the treaty of the said marriage it was agreed by and between the said John George Wurtemann and Christina

397 Dorothy Strohecker that all her right title interest estate and
property whatsoever which she hath can have or claim by from
or under the said Will of the said John Borley deceased shall be
conveyed assigned settled and apportioned to the uses upon the trusts for the
intents and purposes and by with under and subject to the powers
provisions declarations and agreement hereinafter limited expressed
and declared of and concerning the same respectively. Now this Inden-
ture witnesseth that in pursuance of the said Agreement and for and
in consideration of the said intended Marriage and for conveying -
settling and apportioning the premises herein after mentioned and in
consideration of the sum of two Dollars to the said Christine Dorothy
Strohecker in hand paid by the said John Fredt Wolf and Joseph Peace
at or before the sealing and delivery of these presents there receipt whereof
is hereby acknowledged the said Christine Dorothy Strohecker by and
with the privy and consent of the said John George Hardemann testi-
fied by his being a party to and his sealing and delivering these pre-
sents hath bargained and sold conveyed assigned and transferred by
these presents both bargain and sell convey assign and transfer
unto the said John Fredt Wolf and Joseph Peace and to their Executors
Administrators and Assigns her legacy and bequest aforesaid and all
her right title interest estate and property whatsoever which she
now hath and can have or claim by from or under the said Will of
the said John Borley deceased To have and to hold the same un-
to the said John Fredt Wolf and Joseph Peace their Executors adminis-
trators and Assigns to the uses upon the Trusts for the intents and
purposes and by with under and subject to the powers provisions de-
clarations and agreements hereinafter limited expressed and de-
clared of and concerning the same that is to say to the use of the
said Christine Dorothy Strohecker her Executors Administrators
and Assigns until the said intended marriage shall be had and
from and immediately after the solemnization thereof to the sole
separate use of the said Christine Dorothy Strohecker without be-
ing liable to the payment of the debts of her said intended husband
for and during her natural life and after her death to the use of the
said John George Hardemann if he should survive her for and
during his natural life and after the death of both of them to the use
of the issue of the body of the said Christine Dorothy Strohecker but if
she should die without leaving issue alive at the time of her death
then the hereby settled property to be discharged of all further trusts
uses or conditions and to become the property of the said John George
Hardemann his heirs Executors Administrators and Assigns Provided
always nevertheless and it the true intent and meaning of these
presents and of the parties hereto that the said Christine Dorothy
Strohecker

398

Strohecker shall and may notwithstanding her said intended mar-
riage with the said John George Wurdemann and her being un-
der coverture and notwithstanding also her presents in another
Instrument in writing signed by herself and in the presence of
three subscribing witnesses, have the power and right to make
such alterations, additions or modifications as she may think
proper touching the uses trusts and conditions herein expressed
which are to take place after the death of the said John George
Wurdemann and the Christina Dorothy Strohecker and shall
and may direct by writing under her hand and in what
way the said John Fredt. Wolf and Joseph Peace shall or may
vest or dispose of the hereby settled premises so as to render
the interest or profits of the same most conducive to her ad-
vantage benefit and support with which reasonable di-
rection so to be made by her in writing, the said John Fredt.
Wolf and Joseph Peace to hereby for themselves their Executors
Administrators and Assigns covenant promise and agrees to
comply with fulfil and perform on their parts as far as in
their power. In Witness whereof the said parties before-
sents their Hands and Seals have set on the Day and in the
year first above written, Christina Dorothy Strohecker /ss/
Johann George Wurdemann /ss/ Joseph Peace /ss/
Frederick Wolf /ss/ Sealed and Delivered in the Presence of
Fredt Wolf being first written on cravases on the 26th lines from
the bottom of the first page, and in the 5. 7. & 22 lines from the bot-
tom of the second page Benjamin Casey. John Strohecker
Received on the day of the date of the within written Inden-
ture from the within named John Strohecker and Joseph
Peace the full consideration Money within mentioned —
Christina Dorothea Strohecker, Johann George Wurdemann
Witness B. Casey, John Strohecker, Charleston, Personally
appeared John Strohecker who made oath he was present and
saw Christina Dorothea Strohecker, Johann George Wurdemann
Joseph Peace and Frederick Wolf sign seal and as their Act
and Deed deliver the within Instrument of writing to and for
the uses and purposes herein mentioned, and that he together
with Benjamin Casey signed their names as witnesses to the
same, Sworn before me this 31st December 1799 Isaac
Mottet Notary Public. Recorded 21st December 1799

South Carolina

This Indenture made the twenty seventh
Day of December in the year of our Lord one thousand seven hundred

and ninety nine Dollars Elizabeth Simons of Charleston South
in the state aforesaid, widow of the one party, and Ellis Hutchliffe &
John Garman of the District and State aforesaid of the other party
Witnesseth that the said Elizabeth Simons for and in considera-
tion of the sum of Five Shillings current money of the said State to
her in hand well and truly paid by the said Ellis Hutchliffe and John
Garman or one of them at and before the sealing and delivery herey
(the Receipt whereof is hereby acknowledged) hath bargained and sold
and by these presents doth Bargain and sell unto the said Ellis Hutch-
liffe and John Garman their Executors Administrators and Assigns
a certain lot, piece or parcel of land situate lying and being in Arch-
dale Street in the City of Charleston aforesaid, lately occupied by
John Hardy deceased, containing in front on the said street fifty
feet, and in depth from west to east two hundred and thirty two
feet more or less, butting and bounding to the westward on Arch-
dale Street aforesaid, to the southward on lands of the estate of

Spidle to the eastward on land of Hoppelot, and to
the northward on land now or late of Savage and on land of

Together with all and singular the gardens orchards
Fences ways, walls, waters, water courses, basements, profits, commodi-
ties, Advantages, emoluments, hereditaments and Appurtenances
whatsoever to the said lot piece or parcel of land belonging or in any
wise appertaining, and the Revision and Reversion, Remainder and Re-
mainders thereof and every part and parcel thereof to have and to hold
the said lot piece or parcel of land and all and singular other the premises
herein before mentioned, and intended to be hereby bargained and sold, &
every part and parcel thereof, with their and every of their Appurtenances,
unto the said Ellis Hutchliffe and John Garman and his Survivor or them
their Executors Administrators and Assigns, from the Day next before
the Day of the date of these presents, for and during the full time and
unto the full end and term of one whole year from thence next ensuing
and fully to be completed and ended, yielding and paying therefor
unto the said Elizabeth Simons her Executors or Administrators the
Rent of one Pepper Corn on the last day of the said term if the same shall
be lawfully demanded, to the intent and purpose that the said Ellis -
Hutchliffe and John Garman by virtue hereof, and by force of the Statute
for transferring of uses in possession, may be in the actual possession
of the premises herein before mentioned, and intended to be hereby
bargained and sold, and every part and parcel thereof with their
and every of their Appurtenances and may be hereby enabled to
accept and take a Grant and Release of the Revision and Inheritance
of the same, to them and their heirs for ever, under and subject to the
limitation

400 limitations, provisos and conditions therein declared of and concerning the same, In witness whereof he and parties to these presents have hereunto interchangably set their hands and seals the day and year first above written Eliz. Simons /
Delivered in the presence of Christian Guber, Ellis Sutcliffe
Charleston sc. Personally appeared Ellis Sutcliffe who made oath
he was present and saw Elizabeth Simons sign seal and as her
act and Deed deliver the foregoing instrument of writing hand
for the uses and purposes herein mentioned, and that he signed
his name together Christian Guber as witness to the same.
Sworn to before me this 6th January 1800 D. J. R. Ravel C.P.

South Carolina This Indenture Tripartite made the twenty
eighth day of December in the year of our Lord one thousand se-
ven hundred and ninety nine, Between Elizabeth Simons of

Charleston Neck, in the state aforesaid Widow of the first part,
William Dunbar of the District and State aforesaid of the se-
cond part and Ellis Sutcliffe and John Garman of the District
and State aforesaid of the third party, Whereas a Marriage
by God's permission is intended shortly to be had and solemnized
between the said William Dunbar and Elizabeth Simons, And
whereas also the said Elizabeth Simons at the time of executing
these presents, is and stands seized in fee simple to her and her
Heirs and Assigns forever, of and in the Lot, Piece or Parcel of
Land hereinafter mentioned, and intended to be hereby
granted and released, Whereas also the said Elizabeth Simons, at
the time of executing these presents is possessed of interest in and
entitled unto a personal estate, consisting of the terms of years
unexpired and yet to come of and in the Plantation & Tract
of land, hereinafter also described, and intended to be hereby
transferred, conveyed and assigned, and also of eight Negro
Slaves herein after named, and whereas upon the tree by of
the said Marriage it hath been and is agreed between the said
William Dunbar and Elizabeth Simons, that the said Lot Pie-
ce or Parcel of land, of her the said Elizabeth Simons, should be
by her granted and released, unto the said Ellis Sutcliffe and
John Garman Heirs and Assigns, to for and upon the sever-
al uses and subject to the trusts, intents and purposes, in
such manner as herein after is mentioned limited expressed
and declared of and concerning the same, And also that the
said term of year unexpired and yet to come, of and in the
Plantation and Tract aforesaid, and the said eight Negro
Slaves, together with the future issue and increase of the female

401

See
who
John
ups
limi-
tive
of the
tena-
sing
Ellis
deliv-
for a
more
prior
inter-
seas-
tens
conve-
sell
John
bang
mon
the a
ring
Kerr
lyn
Latt
tree
two
tree
Spid
ways
Tiger
sage
moa
Righ
said
wise
main
part
Drope
Eliza
Piece
appn