

Have, shall be by her the said Elizabeth Simons granted bargained
 sold, assigned and set over, and vested in the said Ellis Sutchiffe and
 John Garman their Executors, Administrators and Assigns to for and to
 upon the severall trusts intents and purposes therein also mentioned
 limited expressed and declared of and concerning the same respec-
 tively. Now this Indenture witnesseth that in pursuance
 of the said recited Agreement, and in consideration of the said in-
 tended Marriage, and also in further consideration of five shillings ster-
 ling, to her the said Elizabeth Simons well and truly paid by the said
 Ellis Sutchiffe and John Garman or one of them at or before the sealing &
 delivery of these presents, the receipt whereof is hereby acknowledged, and
 for divers other good causes and considerations her therunto especially
 moving, she the said Elizabeth Simons, by and with the knowledge,
 privity, consent and approbation of the said William Quimber her
 intended husband, testified by his being a party to, and signing and
 sealing these presents, which he doth in consideration of the said in-
 tended Marriage, hath granted bargained sold aliened released
 conveyed and confirmed, and by these presents, doth grant bargain
 sell alien release convey and confirm unto the said Ellis Sutchiffe &
 John Garman, in their actual possession, now being by virtue of a
 bargain and sale to them thereof made, by her the said Elizabeth Si-
 mons 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 trans-
 ferring uses into possessions, and made of force in this State, and to their
 heirs and Assigns for ever, All that dole, Piece or Parcel of lands, situate
 lying and being in Archdale Street in the City of Charleston aforesaid
 lately occupied by Ann 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 Archdale
 Street aforesaid, to the Southward on lands of the Estate of
 Spidle, to the Eastward on land of ^{Happoldt} and to the North-
 ward on land now or late of ^{Savage} and on land of
 Together with all and singular the Houses, out Houses, Stables Wares Pas-
 sages, Walls, Fences, Yards, Gardens, Lights, Basements, Profits, Com-
 modities, Advantages, Emoluments, Priviledges, Hereditaments
 Rights, Members and Appurtenances whatsoever, to or upon the
 said Lot, piece or parcel of lands, standing, being belonging, or in any
 wise incident or appertaining, and the Redemption and Reversions, Re-
 mainder and Remainders, Rents Issues and Profits thereof and of every
 part and parcel thereof, and also all the Estate Right Title Use Trust
 Property, profit benefit, Claim and Demand whatsoever of her the said
 Elizabeth Simons, both at law and in Equity of, in and to the said lot
 Piece or Parcel of land and every part and parcel thereof, with the
 appurtenances, To have and to hold the said lot Piece or Parcel

402 of land above mentioned with all and singular the appurtenances thereof unto the said Ellis Satchliffe and John Garman their heirs & assigns for ever, In Trust to for and upon the several uses intents and purposes and subject to the several provisions, limitations and agreements hereinafter mentioned limited expressed and declared of and concerning the same respectively, that is to say In Trust to and for the use benefit and behoof of the said Elizabeth Simons and her heirs until the solemnization of the said intended Marriage and from and immediately after the solemnization thereof In Trust to and for the use benefit and behoof of them the said William Dunbar and Elizabeth Simons, during their joint and natural lives, and from after the death of the said Elizabeth Simons, if she should die before the said William Dunbar leaving Issue of her Body, by the said William Dunbar then In Trust to and for the use benefit & behoof of such Child or Children, if one, to the use benefit and behoof of such Child his or her heirs and assigns for ever, if more than one, to the use benefit and behoof of such Children their heirs & assigns for ever, as Tenants in Common, and not as joint Tenants, but in default of such Issue of the said Elizabeth Simons by the said William Dunbar, or if the said Elizabeth Simons should leave such issue and he, she or they should all die during the life time of the said William Dunbar, unmarried and before the age of twenty one years, then In Trust to and for the use benefit and behoof of the said William Dunbar 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 Dunbar 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 Dunbar should die before the said Elizabeth Simons leaving Issue upon the body of the said Elizabeth Simons begotten, or leaving the said Elizabeth Simons enscient with Child who shall afterwards be born alive, then and in such case In Trust to and for the use benefit and behoof of the said Elizabeth Simons during the term of her natural life, without impeachment of waste, and from and after her death In Trust to and for the use benefit and behoof of such Child or Children, and also such other Child or Children as she may have at the time of her decease by any other husband their heirs and assigns for ever, equally and without distinction as Tenants in Common, and not as joint Tenants, But and if the said William Dunbar should not leave issue on the body of the said Elizabeth Simons begotten, nor leave the said Elizabeth Simons enscient with Child, who shall afterwards be born alive, or in case he should leave issue on the body of the said Elizabeth Simons begotten, or should leave the said Elizabeth Simons enscient with Child who should afterwards be born alive

403 and the
the
the
has
bin
an
re
left
been
the
con
yes
of
was
gro
up
this
for
ney
Ell
is
the
Dun
tra
at
Joh
of
of
one
Ro
was
lo
Co
wa
an
Day
or
on
Thi
of
was
an
or
ta

403 and such Child or Children shall all die during the life time of
the said Elizabeth Simons, then and in such case, in Trust, notwithstanding
standing she may have Children then alive, by any other hus-
band) to and for the use benefit and behoof of the said Elizabeth
Simons her heirs and assigns for ever, and that the said Trustees
and the survivor of them her heirs and assigns shall and will
reconvey the same unto the said Elizabeth Simons her heirs &
assigns for ever, free and discharged of and from all further and other
Trusts whatsoever, And this Indenture further witnesseth
that in pursuance of the said recited Agreement, and for the several
considerations aforesaid, and to the intent that the said term of
years unexpired and yet to come, of and in the Plantation & Tract
of land herein before mentioned, and the said bought Negroes Slaves
with the future issue and increase of the female Slaves, may be
granted bargained sold assigned transferred and set over, to for and
upon the several uses trusts, intents and purposes hereinafter men-
tioned expressed and declared of and concerning the same, and also
for and in consideration of the further sum of five shillings sterling mo-
ney to her the said Elizabeth Simons now also paid by them the said
Ellis Dutcliffe and John Garman or one of them, the Receipt whereof
is hereby acknowledged, she the said Elizabeth Simons by and with
the like knowledge privity consent and approbation of the said William
Dunbar, (testified as aforesaid) hath granted bargained sold assigned
transferred and set over, and by these presents, doth grant bargain
sell assign, transfer and set over, unto the said Ellis Dutcliffe and
John Garman their Executors Administrators and assigns the term
of years unexpired and yet to come, of her the said Elizabeth Simons
of in and to all that Plantation and Tract of land lying and being
on Charleston Neck in Saint Philips Parish containing twelve
Acres be the same more or less, butting and bounding to the west-
ward on the Broad Road, to the southward on land formerly be-
longing to Mrs Frost, to the Northward on land of Charles-
Coleworth Pinckney, and to the Eastward on land of William Bowen
which she the said Elizabeth Simons hath under and by virtue of
an Indenture of lease bearing date on or about the twenty fourth
day of July one thousand seven hundred and ninety seven & made
or mentioned to be made between the said William Bowen of the
one part, and John Dutcliffe late of the District and State aforesaid
Tavern keeper deceased, of the other part, and under and by virtue
of the last Will and Testament of the said John Dutcliffe, or other-
wise, together with all and singular the privileges, Rights Member
and Appurtenances thereunto belonging or in any wise incident
or appertaining, and also all the Estate Right Title Interest
term of years to come and unexpired, use trust property

profit claim and demand whatsoever of her the said Elizabeth Simons
 of or to the same or any part or parcel thereof, by force violence
 or means of the said before mentioned Indenture of lease and the
 said last will and Testament of John Sutcliffe or otherwise how-
 soever, and also the said eight Negro Slaves following that is to
 say Charlotte Ben Sigler, Matt, Mary, Phillis, Fanny and
 Cipia, above mentioned with the future issue and increase of
 the female slaves, (the said eight Negro Slaves being in due
 form of law delivered) To Have and to hold the said Inden-
 ture of lease, the legacy and all and singular other the pre-
 mises hereby assigned, or meant mentioned or intended to be
 hereby assigned, with their and every of their Rights Members
 and Appurtenances, and the said eight Negro Slaves with the
 future issue and increase of the female Slaves unto the said
 Ellis Sutcliffe and John Garman their Executors Administra-
 tors and Assigns, In Trust never the less and to and for the
 several and respective uses trusts intents and purposes, &
 with and under the several and respective limitations
 and appointments herein after mentioned and declared of and
 concerning the same, that is to say, In Trust to and for the use bene-
 fit and behoof of the said Elizabeth Simons her Executors Administra-
 tors and Assigns, until the said intended marriage shall be solemn-
 ized and take effect, and from and immediately after the solemn-
 ization of the said intended marriage, then upon trust that the said
 Ellis Sutcliffe and John Garman and the survivor of them and his
 Executors Administrators and Assigns, do and shall from time to
 time, and at all times, during the natural life of the said Elizabeth
 Simons, pay and dispose of the clear yearly interest, rents, profits, in-
 come and produce of the term of years unexpired and yet to come
 of and in the said Plantation and Tract of land and premises, and
 also of the aforesaid eight Negro Slaves, together with the
 future issue and increase of the female 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 Elizabeth Simons shall
 from time to time notwithstanding her Coverture, by any
 note in writing under her hand direct and appoint, to the intent
 that the same may not be subject or liable to the controul, power
 or interruption of her intended husband, the said William Dunbar
 but only at her own sole and separate disposal, and in default of
 and until such direction and appointment, to the proper hands
 of her the said Elizabeth Simons, or otherwise do and shall permit
 and suffer her, to receive and take the same, to and for her own
 sole and separate use, whose receipts alone of her hand without
 the said William Dunbar, her intended husband, shall from
 time to time notwithstanding her Coverture, be sufficient
 discharges to the person or persons, who shall so pay the same

a for so much thereof as such Receipts shall be given for, and from
 and immediately after the death of the said Elizabeth Simons. In-
 Trust to pay, apply and divide the term unexpired and then to-
 come, of and in the Plantation and Tract of land aforesaid, and
 the said eight Negro Slaves with their future issue and increase
 between and amongst the Children and issue of the said Elizabeth
 Simons, by the said William Dunbar, and any other Husband-
 which shall be living at the time of her death, as Tenants in Com-
 mon, if more than one, to and for the use, benefit and behoof of such
 Children and issue and their respective Executors Administrators
 and Assigns for ever, free and discharged of and from all further
 and other trusts whatsoever, and in default of issue of the said Elizabeth
 Simons, living at the time of her death to pay and apply the said premis-
 es to the said Elizabeth Simons her Executors Administrators and
 Assigns for her and their use for ever, free and discharged of and from
 all further and other trusts whatsoever, Provided always nevero-
 theless, and it is hereby expressly agreed by and between all the said
 parties to these presents, (and particularly by the said William Dun-
 bar, testified in the manner hereinbefore mentioned) and declared
 to be the true intent and meaning hereof that if the said Elizabeth
 Simons shall be so minded and is willing at any time or times
 hereafter, it shall and may be lawful, and full power and autho-
 rity are hereby given and granted unto her, notwithstanding her
 coverture, or as if she were a feme sole, and whether she be sole or
 married, by any Deed or Deeds in writing, under her hand and seal
 duly executed to take effect during her life time, or in nature of
 and purporting to be her last Will and Testament duly executed
 as aforesaid, to sell dispose, alter, change or otherwise invest the said
 Premises, limit or declare any new use or uses, trusts or trusts
 and Estates of and concerning the same, whereupon the uses, trusts
 and Estates herein before limited and expressed shall be revoked
 and made null and void, any thing herein before contained
 to the contrary thereof in anywise notwithstanding, and the said
 William Dunbar doth hereby covenant promise grant and agree
 to and with the said Ellis Sutcliffe and John Garman and the Sur-
 vivor of them his Executors Administrators and Assigns in manner
 and form following, that is to say, that it shall be lawful, & that
 he the said William Dunbar will well and truly permit and suf-
 fer the said Elizabeth Simons notwithstanding her Coverture and
 as if she were a feme sole, duly to make and execute such Deed
 and Deeds writing and writings, under her hand and seal as aforesaid
 to take effect during her life, or in nature of and purporting to
 be her last Will and Testament, as may be necessary for the better

completion and fulfilling all and every of the trusts, uses, powers and powers herein before mentioned and expressed of and concerning the same, And doth by the said William Dunbar doth hereby covenant promise grant and agree to and with the said Ellis Lutcliffe and John German, and the survivor of them his Executors, Administrators and Assigns, that in case the intended marriage shall be solemnized, and take effect he the said William Dunbar his Executors, Administrators and Assigns shall and will from time to time, and at all times thereafter upon the reasonable request, and at the proper Costs charges upon the reasonable request, and at the proper Costs charges of the said Ellis Lutcliffe and John German or the Survivor of them his Executors Administrators or Assigns make do and execute, or cause or procure to be made done and executed, all and every such further and other lawful and reasonable act and acts, thing and things devices, conveyances and assurances in the law whatsoever, as well for the corroborating and strengthening of these presents, as also for the further better more perfect granting conveying, assuring and confirming of all & singular the herein before mentioned, and intended to be hereby granted and conveyed premises unto the said Ellis Lutcliffe & John German and the survivor of them his Executors Administrators and Assigns. Nevertheless to the several uses, upon the several trusts, intents and purposes, and subject to the several provisos, conditions and agreements herein and hereby declared of and concerning the same, as by their or any of their counsel learned at the Law shall be reasonably devised or advised and required, In Witness whereof the said parties to these presents have hereunto set their hand and affixed their seals interchangeably on the day and in the year first above written Eliz Simons (d) Wm Dunbar (d) sealed and Delivered in the presence of Christian Gruber, Ellis Lutcliffe, Margret B. Gruber, Received on the day of the date of the within written Indenture of and from the within named Ellis Lutcliffe and John German the several sums of five shillings Sterling Money in full for the consideration Money within mentioned Eliz Simons (d) Charleson & Co. Personally appeared Ellis Lutcliffe who made oath he was present and saw Elizabeth Simons and William Dunbar, sign 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 Christian Gruber and Margret B. Gruber signed their names as witnesses to the same, Sworn to before me this 6th day of January 1800 Dan^l Jas. Rauxner C. Recorded 6. January 1800

South
18th day
seven
year
Petition
a great
same
the same
part, &
ly to be
and the
Marion.
of and
of the
execut
of our
which
is to
"City of
"Tomb
"under
"ment
"my son
"claim
"manner
"sed the
"and dep
"of my
"as soon
"being
"back to
"negro
"my de
"hold on
"domest
"use be
"Effects
"said Key
"the effe
"causes the
"to the
"share a

This Indenture, Tripartite made the 18th day of December in the year of our Lord one thousand seven hundred and ninety nine, and in the twenty fourth year of the Independence of the United States of America Between Benjamin Casey of Charleston in the State - a friend of the first part, Maria Elizabeth Strocker of the same place of the second part and John Geddes Esquire of the same place and John Strocker of the same place of the third part, Whereas a Marriage by Gods permission is intended shortly to be had and solemnized between the said Benjamin Casey and the said Maria Elizabeth Strocker, And Whereas the said Maria Elizabeth Strocker is now lawfully and rightfully possessed of and entitled to a considerable property under and by virtue of the last will and Testament of her Uncle John Eberley duly executed in writing on the twelfth day of September in the year of our Lord one thousand seven hundred and ninety nine, which said will is in words and manner following, that is to say, In the name of God amen, I John Eberley of the City of Charleston in the State aforesaid Baker, being at present weak in Body and flesh, but of sound mind memory and understanding, do hereby make my last will and Testament in manner and form following, First I recommend my soul to the Almighty God, who gave it, and my body I claim to the earth to be buried in a decent and Christian like manner, concerning my worldly Estate, wherewith it hath pleased the Divine Providence to bless me in this life, it is my will and desire, that all my just and lawfull debts, and the expences of my Funeral shall be paid by my Executors hereinafter named as soon as it can conveniently be done after my decease, this being effected, I give and bequeath to my beloved wife Barbara Eberley my House and lot whereon I now reside, ten of my Negroes whom she may choose herself within two months after my decease, and likewise such parts and articles of my House hold and Kitchen Furniture, Linens Bedding and other like domestic Effects as she may think proper to keep, to have the use benefit or income of such House and lot Negroes and Effects for and during her natural life, after her death the said Negroes with the Increase of the Females, and what may remain of the effects, shall be sold at Public Auction for Cash, and the neat proceeds thereof are to be divided in two equal parts, one half to be given to the Nephews and Nieces of my aforesaid wife or their representatives share and share alike, the other half to be given to the Children

408. of my estates in this Country, or to their representatives share and share alike, Item I order and direct, that all monies belonging and owing to my Estate for Bonds, Notes, rents, Book Debts or otherwise, shall be divided in two equal parts, one half to be given to my aforesaid wife, and to belong to her, her Heirs and Assigns for ever, the other half to be given to the Children of my Sisters in this Country share and share alike, Item I order and direct, that all the remainder of my Property Real and Personal, not above nor hereinafter, by me ^{directly} ~~deceased~~, shall be sold at Public Auction part for Cash and part Credit and the neat proceeds thereof shall be divided in two equal parts, one half to be given to my Wife Barbara Eberley, and to belong to her her Heirs and Assigns for ever, the other half to be given to the Children of my Sisters in this Country share and share alike. Item it is my Will that if my Estate should sustain any losses by bad Debts or otherwise my Executors or either of them shall not be liable or responsible for such losses, and likewise that my above mentioned Heirs or their representatives shall upon receiving any monies from my Estate give a joint obligation or obligations for refunding such sum or sums as may at any time be over paid them or either of them, or as may be necessary to satisfy any demands or charges which may come against my Estate after its division. Item it is my Will that the above bequests made in favor of my aforesaid wife, shall be in lieu of and a full satisfaction for her Dowry, third and every other Claim, she may have on and against my Estate. Item I give and bequeath to Anna Maria Werner, my wife's eldest niece, the sum of four hundred Pounds Sterling to be given to her in four annual installments, and the Negro Girl Fanny and the said sum of four hundred Pounds as well as the said Negro Girl Fanny shall belong to her her Heirs and Assigns for ever, Item I give to my Negro fellow Guy the Baker his freedom after my death, and five Pounds annually for ten years to come, if he lives so long, and I do hereby nominate constitute and appoint my Friends the Reverend John Christopher Faber and Mr. John L. Martin as and for Executors of this my last Will and Testament hereby revoking all other Wills and Testaments by me made at any time before; and that part or undivided share of which said Estate belonging to or which may belong to the said Maria Elizabeth Stroecker, she the said Benjamin Casey in consideration of the said intended Marriage is willing and hath agreed that she the said Maria Elizabeth Stroecker shall bargain sell and convey unto the said John Gibson and John Stroecker and the Survivor of them his Heirs Executors, Administrators and Assigns, In Trust nevertheless and to and for the several Uses Intents and purposes hereinafter mentioned expressed and declared of and concerning the Premises. Now.

Indenture witnesseth that for and in consideration
 of the said intended Marriage and impurance of the said Agree-
 ment and also for and in consideration of the sum of seven shillings
 to the said Maria Elizabeth Strohecker in hand well and truly
 paid by the said John Geddes and John Strohecker at and before
 the sealing and delivery of these presents, the Receipt whereof she
 doth hereby acknowledge, and for divers other causes and considera-
 tions hereunto moving, she the said Maria Elizabeth Strohecker
 (by and with the privacy consent and agreement of the said Benjamin
 Basy, testified by his being made a party to and his signing and seal-
 ing of these presents, hath Granted Bargained Sold Assigned -
 Transferred and set over and by these presents doth Grant Bargain
 sell Assign transfer and set over unto the said John Geddes and
 John Strohecker and the Survivor of them his Heirs Executors Admin-
 istrators or Assigns, All and singular the said part or undivided
 share of my Uncle John Eberley's Estate, to which I am entitled
 under and by virtue of his last will and Testament aforesaid, -
 To have hold receive take and enjoy the same and all benefit -
 therefrom arising and accruing unto the said John Geddes and
 John Strohecker and the Survivor of them his Heirs Executors Admin-
 istrators or Assigns upon such Trusts nevertheless and to and for
 such uses intents and purposes as are hereinafter mentioned &
 declared of and concerning the same (that is to say) to the only
 sole proper distinct use benefit and behoof of the said Maria Elizabeth
 Strohecker for and during the term of her natural life, to the intent
 that she may let out hire Rent out, take and receive to her own
 distinct use, the profits incomes and Rents of the aforesaid part or
 undivided share of her Uncle John Eberley's Estate as aforesaid
 at her will and pleasure, and all profits and advantages arising
 from the premises aforesaid shall be accounted and deemed the pro-
 per Estate and Effects of the said Maria Elizabeth Strohecker (not-
 withstanding her Coverture or whether she be Married or sole)
 and no ways liable or chargeable for any Debts or Contracts of
 the said Benjamin Basy which he now doth or may hereafter owe
 or stand indebted for, and it is hereby further mutually consent-
 ed and agreed to by all the parties to these presents that it shall
 may be lawful to and for the said Maria Elizabeth Strohecker
 at any time or times hereafter during her natural life (not-
 withstanding her Coverture or whether she be married or sole)
 by any Deed or Deeds, writing or writings under her hand and
 seal duly executed in the presence of and attested by two or more
 Credible witnesses or by her last will and Testament or any writ-
 ing purporting to be her last will and Testament to be by her
 signed in the presence of and attested by two or more Credible

we the parties to revoke alter change determine and make null and void
 in whole or in part all or any of the Estates Uses Trusts and Appoint-
 ments herein before contained limited or appointed touching
 the premises aforesaid or any part thereof and by the same writing
 or writings or by any new or other writings to be executed by her and
 attested as aforesaid, notwithstanding her Coverture or whether
 she be married or sole to limit appoint and declare any new or
 other use or Uses, trust or trusts, estate or appointment what-
 soever concerning the aforesaid part or undivided share of
 her Uncle John Eberley's Estate to which she is entitled under
 by virtue of his last will and Testament as aforesaid, or any
 part thereof as shall be so revoked as aforesaid, and the said Benjamin
 Casey doth hereby for himself his Executors and Administrators
 covenant promise and agree to and with the said John Geddes
 and John Strohecker and the survivor of them his Executors and
 Administrators that notwithstanding the said intended Mar-
 riage shall take effect, all and singular the said part or
 undivided share of John Eberley's Estate, to which the said Maria
 Elizabeth Strohecker is entitled under and by virtue of the last
 will and Testament of the said John Eberley as aforesaid shall be
 accounted reckoned and taken as a separate and distinct
 Estate of and from the Estate of the said Benjamin Casey and be no
 ways liable or subject to him or the payment of his Debts, But the
 same and every part and parcel thereof may be ordered disposed
 of and employed to such person or persons and to and for such use
 and uses intents and purposes as are herein before mentioned
 and declared or by the said Maria Elizabeth Strohecker to be
 hereafter mentioned and declared by any new or other writing
 or writings to be executed by her and attested as aforesaid, and
 that without any Let, denial Hindrance molestation or interrup-
 tion of or by the said Benjamin Casey his heirs Executors Adminis-
 trators or Assigns or any of them, Provided always nevertheless
 of these presents that she the said Maria Elizabeth Strohecker
 shall pay out of her said separate Estate all debts already
 contracted by her and thereby indemnify and save harmless the
 said Benjamin Casey from payment of the same, and it is here-
 by further expressly covenanted and agreed upon by and between
 all the Parties that it shall and may be lawful to and for the
 said Maria Elizabeth Strohecker notwithstanding her Co-
 verture to sell and dispose of all or any part of the said premises
 aforesaid, and it is hereby further mutually consented and
 agreed to by all the parties to these presents, that the said Maria
 Elizabeth Strohecker shall and may enjoy the said separate
 use benefit and behoof of all the said part or undivided share.

of her uncle John Eberley's estate to which she is entitled under
 by virtue of his last will and Testament as aforesaid, also all the
 Estates and Monies that she may hereafter acquire during her
 Coverture or intermarriage with the said Benjamin Casey
 either by Beed, by Purchase or as a legacy, and also that he
 the said Benjamin Casey shall and will from time to time and
 at all times from and after the said intended marriage shall take
 effect, upon the reasonable request and at the proper costs and
 charges in the law of the said John Geddes and John Strohecker
 or the survivor of them his Executors or Administrators make do
 and execute all such further Act and Acts, Thing and Things
 for the better settling recovering and receiving the Monies, Goods
 and Estates of the said Maria Elizabeth Strohecker allotted
 and declared for the separate use benefit and disposal as
 aforesaid, as by them the said John Geddes and John Strohecker or the
 survivor of them his Executors or Administrators or his or their
 council learned in the law shall be reasonably devised ad-
 vised or required, and it is hereby declared and agreed by all
 the said parties to these presents and it is the true intent and
 meaning hereof, and of the Parties hereto that they the said
 John Geddes and John Strohecker and the survivor of them his
 Executors or Administrators shall and may from time to time
 reimburse satisfy and pay themselves out of the said separate
 Estate of her the said Maria Elizabeth Strohecker all such
 necessary and reasonable charges as the said John Geddes and
 John Strohecker or the survivor of them his Executors or Ad-
 ministrators shall or may sustain or be put unto by reason of
 their being made parties to these presents or transacting any
 thing in pursuance thereof, In Witness whereof the said Parties
 to these presents have hereunto interchangeably set their
 Hands and Seals the Day and year first abovescribed Maria
 Elizabeth Strohecker, Benjamin Casey, John Geddes, John
 Strohecker, Sealed, signed and Delivered in the
 presence of us, the word Premised in the twelfth line of second
 page being first interlined, Frederick Wolf, Johann George
 Mordemann, Charleston S. Personally appeared Frederick Wolf
 who made oath he was present and saw Maria Elizabeth Strohecker
 Benjamin Casey, John Geddes and John Strohecker sign 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 signed his
 name together with with Johann George Mordemann as witnesses
 to the same, Sworn to before me this 24th January 1800 Isaac
 Motte Part 22. Recorded 24th January 1800 -

This Indenture made the twelfth day of December, in the year of our Lord one thousand seven hundred and ninety nine, Between Martha Roche of the Parish of Saint Johns, Widow and Relict of Patrick Roche of the same place Esquire, deceased of the one part, Paul Warley of the Parish of Saint Matthew Gentleman of the second part, and Robert Hales of the Parish of Saint Matthew Gentleman and James Scott of Charleston Merchant of the third part, Whereas a Marriage is intended to be shortly hereafter had and solemnized between the said Paul Warley and the said Martha Roche, And whereas the said Martha Roche is now in her own Right seized and possessed of a considerable Real and Personal Estate as well under and by virtue of the last will and Testament of her deceased husband as otherwise, and she is willing and desirous before such Marriage to secure the same to and for the uses and purposes hereinafter mentioned, and it is also expressly contracted and agreed on by and between the said Parties to these Presents, in consideration of such intended Marriage that the same shall be so settled secured and disposed of to such uses intents and purposes as herein after by this Deed shall be particularly declared and expressed, Now therefore this Indenture witnesseth that the said Martha Roche, with the privity and consent, and the express agreement of the said Paul Warley as aforesaid, hereby testified by his being a party to these presents, and signing and sealing the same for and in consideration of the said intended Marriage and the sum of five pounds Sterling to her in hand well and truly paid by the said Robert Hales and the said James Scott at and before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge, hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant bargain sell alien release and confirm unto the said Robert Hales and James Scott, in their actual possession now being by virtue of a bargain and sale to them thereof made for one whole year by Indenture bearing date the Day next before the Day of the Date of these presents and by force of the Statute for transferring uses into possession of force in this State) and to their heirs and Assigns forever, All those the Houses lands and Tenements, Plantations & Tracts of Land, and other Real Estate whatsoever which she the said Martha Roche now stands seized or possessed of, or now entitled to, under and by virtue of the last will of the said Patrick Roche deceased, or otherwise, in her own right, Together with all and singular the rights members and appurtenances to the

said Real Estate belonging or in anywise appertaining, and also
 all the right title Interest Property claim or demand which
 she the said Martha Roche now hath in the said Premises, also the
 said Martha Roche (by the priority consent and agreement of the
 said Paul Warley as aforesaid) hath bargained and sold, and by
 these presents doth bargain and sell unto the said Robert Hales and
 James Scott, all the Negroes, cattle, Plantation Tools and Imple-
 ments and Stock whatever, and all the Goods, moveables and Personal
 Estate whatever which she the said Martha Roche now is possessed
 of or entitled unto under and by virtue of the last will of the said
 Patrick Roche as aforesaid, or otherwise in her own right, together
 with the future Issue and Increase of the females of such Slaves
 To have and to hold all and singular the Houses, Lands and Tene-
 ments Plantations and Tracts of Land and other Real Estate herein
 before mentioned with the rights members and appurtenances
 aforesaid, and all and singular the Negroes cattle Plantation Tools
 and Implements and Stock, and all the Goods moveables and
 Personal Estate aforesaid unto the said Robert Hales and James Scott
 their Heirs Executors Administrators and Assigns for ever, to and for
 the several uses intents and purposes hereinafter mentioned limited
 and declared, and no other (that is to say) In Trust and to and for the
 use and behoof of the said Martha Roche until the said Marriage
 shall take effect, and immediately from and after the solemniza-
 tion of the said Marriage In Trust and to and for the use and behoof of
 the said Paul Warley and the said Martha for and during the term of
 their joint ^{lives} support, and in case the said Martha should survive
 the said Paul then immediately from and after the Decease of the said
 Paul In Trust and to and for the use of the said Martha and to and for
 such uses and purposes as she the said Martha after such Decease of the
 said Paul shall by any Deed or writing under her hand and seal expressly
 limit or appoint, and in case the said Paul should survive the
 said Martha she the said Martha should in such case die leaving any
 Issue then in trust and to and for the use of the said Paul during his
 natural life and after his Decease In Trust and to and for the use &
 behoof of such Issue absolutely, and if more than one Issue, In Trust
 and to and for the use of such Issue absolutely as Tenants in Com-
 mon in fee simple and for ever, and in case the said Paul should
 survive the said Martha and she the said Martha should die leav-
 ing no Issue then from and immediately after the Death of the
 said Martha without Issue as aforesaid In Trust for the said Paul
 and for such uses Intents and purposes as he the said Paul shall
 by any Deed or writing after such Death of his said wife declare
 limit

limit and appoint under his Hand and Seal, and in case of failure of such declaration by him under Hand and Seal to and for the use of the said Paul his heirs Executors and Assigns forever, and in case the said Martha should survive the said Paul as aforesaid and should die without declaring under Hand and Seal the further limitation and appointment of the said Massasoit said then in trust and to and for the use and behoof of the said Martha her heirs Executors and Assigns absolutely and forever, Provided always any thing herein to the contrary notwithstanding, that it is hereby expressly understood and agreed on by and between the Parties to these presents, that the said Martha shall have the power at any time notwithstanding her Coverture and without the Controul of the said Paul, and under her Hand by any Deed or Instrument of writing to manumit set free and discharge from Bondage or otherwise dispose of a certain negro woman slave called Sally, to whom she became entitled at the Death of the said Patrick Roche as aforesaid, and it is also further expressly covenanted and agreed on by and between the said Parties to these presents, that within months from the Date of these presents a full and compleat Schedule of the Property Real and Personal hereby intended to be settled, shall be made and signed by the said Paul and Martha, and the said Robert Hales and James Scott in the presence of credible Witnesses and proved and recorded together with this Deed, In Witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and Seals the Day and Year first before written Martha Roche (ss) Paul Warley (ss) sealed and delivered in Presence of Jo M. Caldwell, Esq. Lignilliat A Schedule of Property settled by the above Deed, A Plantation containing Six hundred acres in St. Johns Parish bounded by lands of Philip Fontunier, Philip Boucher and others, also thirty five Negroes following and their Increase of the Females viz. Yamae, Elsey, Simon, Baffour, Ben, Isaac, Paddy, Andrew, Nancy, Annah, Harry, Clara, Hannibal, Peggy, Sally, Nancy, Willote, Silley, Susy, Abram, Rhina, Tom, Joe, Japodoe, Molly, Suckey, Charlotte, Tenah, Jack, Billy, Frank, Francis, Dandy, Isaac, Jody Robt Hales (ss) James Scott (ss) Martha Roche (ss) Paul Warley (ss) signed sealed in Presence of Jo M. Caldwell, Esq. Lignilliat Reced the Day and Year within written, the within mentioned sum of five Pounds, specified in the within Deed as the Consideration Money to be paid me Martha Roche Witness Esq. Lignilliat, Jo M. Caldwell, Charleston S. Personally appeared Joseph M. Caldwell who made oath he was present and saw Paul.

was
ask
to a
saw
he
neg
Dan
agu
and
of So
Cha
Lign
Mar
and
Pola
ther
ted,
doth
John
and
Gha
Gha
with
ing
with
and
for s
sed a
the s
her
niza
her
said
with
or in
imp
prop
prop
or a
dis
and
shat

Warley, Martha Roche, Robert Hards and James Scot sign seal & deliver Act and Oath deliver the within instrument of writing to and for the uses and purposes therein mentioned, that he also saw the said Martha Roche sign her name to the receipt & that he together with Gabriel Lignilliatte signed their names as witnesses to the same, Sworn to before me this 29th January 1800 -
Dea^t Ch^s Ravenel 26. Recorded 29th January 1800

This Indenture of three parts made concluded and agreed upon this third day of August A.D. one thousand seven hundred and ninety nine by and between Henry Ward of Charleston in the State of South Carolina Gentleman of the first part, Mary Grimke of said Charleston Spinster of the second part, and John Tanchere and Grimke and Thomas Corbett of said Charleston Esquires of the third part, Witnesseth that in consideration of a Marriage shortly to be had and solemnized between the said Henry and the said Mary and of five Dollars by the said John and Thomas paid to the said Henry and Mary the receipt whereof is hereby acknowledged the said Mary hath granted bargained sold released and confirmed, and by these presents doth grant bargain sell release and confirm unto the said John T. Grimke and Thomas Corbett their Heirs and Assigns, a house and lot of land in the Corner of Queen and Meeting Streets in said Charleston and a house and lot of land in Queen Street in said Charleston, now belonging to the said Mary, with all the privileges appurtenances and commodities to the said Estates belonging or appertaining, To have and to hold the said premises - with the appurtenances unto the said John and Thomas their Heirs and Assigns for ever, to such uses and upon such trusts and to and for such intents and purposes as are herein after mentioned, expressed and declared, of and concerning the same, that is to say, to the use of the said Mary until the solemnization of said Marriage according to her Interest and Estate in the premises, and from and after the solemnization thereof to the use and behoof of the said Mary for and during her natural life without impeachment of waste and during the said Marriage to her sole distinct and separate use and benefit without account to the said Henry and without any interruption or interference from him with power to let lease, occupy and improve the premises to take and receive the rents issues and profits thereof, and the same to give sell or dispose of as she shall think proper, and with power further by Deed last Will or other Conveyance or appointment to convey bargain sell lease limit or otherwise dispose of said Estate while sole or during said Marriage to such uses and persons and for such terms or Interests or Estates therein as she shall think fit and in case the said Mary shall not before her decease

decease make any such appointment disposition or conveyance
 aforesaid then to the use of the children of said Marriage according
 to the laws of South Carolina respecting the descent of intestate estates
 and in default of children of the said Marriage living at the death
 of the said Mary in Trust to and for the use of the said Henry Ward
 his heirs and assigns forever, And it is hereby covenanted and
 agreed by and between the said parties that the said Henry his
 heirs Executors and Administrators shall permit and suffer
 the performance of the trusts aforesaid, and shall on their part
 execute the same, and shall and will on request make and
 execute such other and further Deeds Covenants and Agreements
 as may be found necessary and be devised by Counsel for
 the purpose of conveying and assuring the said Estates and
 premises and securing the disposition appropriation and
 limitation thereof according to the trusts and Covenants aforesaid,
 and the said John T. Grimke and Thomas Corbett for them
 selves their Executors Administrators and heirs covenants
 agree to perform and execute the trusts aforesaid according
 to the true intent and meaning thereof, In Witness whereof
 the Parties have hereunto and to the two counterparts hereof
 interchangeably set their hands and seals the day and year
 first above written Henry Ward (sd) Mary Grimke (sd)
 J. Grimke (sd) Thomas Corbett (sd) signed sealed and Delivered
 in presence of John Browne, John Cunningham, signed
 sealed and Delivered in the presence of John Browne, John Grimke
 Charleston sc. Personally appeared John Browne who made
 oath he was present and saw Henry Ward, Mary Grimke, J.
 Grimke and Thomas Corbett sign seal and as their Act and
 Deed deliver the foregoing Instrument of writing to and for
 the uses and purposes therein mentioned, and that he together
 with John Cunningham and John Grimke signed their
 names as witnesses to the same, Sworn to before me this 30.th
 January 1800 Isaac Motte Part 12. Recorded 30.th Jan'y 1800.

State of South Carolina

Articles of Agreement made and
 executed this First day of January one thousand eight hundred
 between Thomas Waring the younger of Pine Hill in St. George's
 Parish in the said State Planter of the first part, W. Sarah dason
 of St. Pauls Parish also in the said State widow of the second part
 and James Boone, John Mitchell and William Boone Mitchell
 Esqrs Trustees for the said Sarah dason of the third part, Whereas
 a Marriage is shortly intended to be had and solemnized between
 the said Thomas Waring and the said Sarah dason, and it is
 agreed between the said parties that a Settlement of all the

Deat a
 second
 all in
 bascu
 in after
 the sai
 Merra
 consi
 hand
 Boone
 Admin
 the sai
 their ba
 lowin
 be sol
 with
 to the
 the sur
 Hugs
 Sarah
 sistin
 and
 booba
 Toney
 little
 Harry
 pick
 Billy
 also the
 which
 for the
 place
 be due
 age sh
 behoof
 their jo
 for the
 crease
 to as p
 belong
 argume
 as the
 or the

Real and Personal Estate of the said Sarah, shall be conveyed and secured firmly and effectually to the said James Boone, John Mitchell and William Boone Mitchell and the survivor of them, his heirs Executors Administrators and Assigns in Trust for the purposes hereinafter mentioned, Now therefore the said Thomas Waring and the said Sarah Ladson in consideration of the said intended Marriage and in pursuance of the said Agreement and also in consideration of the sum of ten Shillings Sterling to them in hand paid by the said James Boone, John Mitchell and William Boone Mitchell doth hereby for themselves their heirs Executors and Administrators Article Covenant, promise and agree to and with the said James Boone, John Mitchell and William B. Mitchell their heirs Executors Administrators and Assigns in manner following, that is to say, that as soon as the said Marriage shall be solemnized they the said Thomas Waring and Sarah Ladson will join in conveying and securing firmly and effectually to the said James Boone, John Mitchell and Wm Boone Mitchell the survivor of them his heirs Executors Administrators and Assigns all the Estate property and Interest which the said Sarah is now possessed of in her own right or entitled to, consisting of the following Negroe Slaves with their future issue and increase to wit, Sue Marick, late Sam, York, - Cooba, Jamima, Die, Grace, John, Hanna, Affie Times, Toney, Philip, Jean, Belinda, Albra, Baccus, Neptune, little Baccus, Son of Belinda, Baccus a Cooper, Phillis Harry, Peggy Nanny, Scipio, little Harry, Tom, Charles Buckridge, Hagar, Ben, Malborough, old Judy, young Judy, London, Ned Billy, Scipio, Morrice, Neptune, Grace (Neptunes wife) like smart also the house hold Furniture, horses, Stock of cattle and their increase which said Sarah now or might possess, In Trust nevertheless to and for the following uses and purposes, that is to say, subject in the first place to the payment of all debts due and demands, which may be due and owing or payable by the said Sarah when the said Marriage shall take place, In Trust to and for the joint use benefit and behoof of them the said Thomas Waring and Sarah Ladson during their joint lives without the said property being subject or liable for the debts of the said Thomas Waring during his life time or the increase and profits thereof, but the same shall be taken and considered as part of the Original Stock and Estate, property and Interest belonging to the said Sarah above decribed, and applies to the augmentation and Increase of the same, and in such a manner as the said James Boone, John Mitchell and Wm Boone Mitchell or the survivor his heirs Executors Administrators and Assigns

by and with the consent of the said Thomas Waring may think most proper and advantageous and subject likewise to the like uses & purposes herein expressed, and from and immediately after the death of either of them, if the said Sarah should be the survivor In Trust for the said Sarah and her Heirs Executors Administrators and Assigns for ever, free and clear and absolutely discharged of and from all and every other or further Trust condition limitation or restriction whatsoever, But if the said Sarah should die before the said Thomas, Then In Trust to and for such person or persons, and for such uses and trusts and upon such terms and conditions, and under such limitations and restrictions, and such powers and provisos, as the said Sarah notwithstanding her said intended Coverture, by her last will and Testament, or any writing purporting so to be, duly executed, shall give, will devise bequeath limit direct or appoint, and for want of such last will and Testament or such a writing purporting so to be, duly executed, In Trust to permit and suffer the said Thomas to have and enjoy the use and profits thereof for and during the term of his natural life, and from and immediately after his Death, In Trust for such person and persons as would be intitled thereto, under the said Act for the distribution of Intestates Estates, if the foregoing trusts had never been created and such a settlement had never been made, In Testimony whereof the parties to these presents have hereunto set their Hands and Seals the day and year first above written, Tho^s Waring (sd) Sarah Ladsen (sd) signed & sealed in the presence of Morton Waring, & Waring, A Waring. Received of Messrs James Boone, John Mitchell and William Boone Mitchell the within mentioned sum of ten shillings Sterling, it also being the consideration therein expressed this first day of January one thousand eight hundred Tho^s Waring Sarah Ladsen, Witnesses Morton Waring, & Waring, A Waring. Personally appeared before me Morton Waring Esquire who being duly sworn maketh oath that he was present and saw the within named Thomas Waring and the within named Sarah Ladsen sign seal and deliver this Instrument of writing as their act and deed and for the purposes therein mentioned, and that the said Morton Waring together with Miss Ann Waring and Mrs Edith Waring did subscribe their names as witnesses thereto, in the presence of each other Morton Waring, Sworn to before me this 25th day of January 1800 Tho^s Wilson J.C. Recorded 10th February 1800

189 State of South Carolina

This Indenture made the first day of December in the year of our Lord one thousand seven hundred and ninety nine, Between Peter Cravat of the City of Charleston Shop keeper of the one part, and John Taylorson of the same place Trustee for and on behalf of Dortha the wife of the said Peter Cravat, Whereas the said Peter Cravat is legally possessed of the goods and effects specified to these presents marked A. and whereas the said Peter Cravat is contented and hath agreed that the said Goods and Effects shall be preserved and secured to and for the Trusts uses, intents and purposes herein after limited or prescribed and declared notwithstanding the Coverture between him and his said Wife, to the intent therefore that this agreement may take effect, This Indenture Witnesseth that the said Peter Cravat for and in consideration of the said agreement and of the love and affection which he bears to his wife and of five shillings to him in hand paid by the said John Taylorson the receipt whereof is hereby acknowledged at or before the sealing and delivery of these presents, Hath Granted Bargained sold transferred and set over and by these presents, doth grant bargain sell transfer, assign and set over unto the said John Taylorson his Executors Administrators & assigns all and singular the Plate, household furniture, Stock in trade goods chattels, wares, and merchandises particularly specified in the said Schedule to these presents annexed, as also the several Debts therein particularly specified which said Plate Furniture Stock in trade goods and chattels wares and Merchandises are now remaining in the dwelling house of the said Peter Cravat or in any other place whatsoever or in the hands of any other Person whomsoever, with their and every of their appurtenances and also all the Estate Right Title Interest, property claim and demand whatsoever of him the said Peter Cravat of in, to or out of the same or any part thereof, To have and to hold all of singular the said property with the appurtenances from henceforth unto the said John Taylorson, his Executors Administrators and assigns for ever, upon Trust nevertheless and too for the intent and purpose to permit and suffer the said Dortha to have hold use take and enjoy the said Plate house hold furniture goods and chattels to her own sole and separate use and benefit

420 benefit freed and discharged from any Controul or power of
said Peter Cravat and also free from any such Controul or
power to have use and take hold and enjoy the said Goods
wares and Merchandises and Stock in Trade as her own &
sole and separate property to sell and dispose thereof and
apply the proceeds thereof, or of such sale to the purchase
of other Goods wares Merchandises and Stock in Trade, and
to act and deal therewith for ever hereafter as a sole and
separate trader according to the laws and Customs of the
State of South Carolina, and upon this further Trust, and
to the purpose and intent that the said John Taylorson -
his Executors Administrators and Assigns shall and will with
all convenient speed collect in the said Debts in the said
Schedule particularly mentioned and after deducting the
necessary charges and expences, Upon this further Trust to
pay and apply the Monies so collected unto and for the sole use
and benefit of the said Dortha independant of the said Peter
Cravat and freed and discharged from his Controul and power
and the said Peter Cravat for the better collecting in the said
debts, doth hereby nominate constitute and appoint the
said John Taylorson to be his true and lawful Attorney irre-
vocable to ask demand recover and receive by all lawful
ways and means whatsoever of and from the several persons
in the said Schedule named, the several debts and sums of
Money due and owing from them to him the said Peter Cravat
at the day of the date of the Execution of these presents,
and when the same shall be recovered, to pay and apply
the same use to and for the Trusts uses intents and purposes
aforesaid, and moreover it is hereby agreed by and between the
said parties to these presents, that all such costs charges &
expences as the said John Taylorson his Executors Administra-
tors or Assigns shall disburse expend or be put unto in or
about the premises, shall in the first place be deducted and
retained out of the Money which shall come to his or their hands
by virtue of these presents, and lastly they the said John Tay-
lorson for himself his Executors and Administrators doth
hereby covenant and agree to and with the said Peter Cravat
his Executors Administrators and Assigns that he and they
shall and will from time to time and all times hereafter
well and faithfully perform and fulfil according to the

424 true intent and meaning of these Parents all and singular the
Trusts intents and purposes created and in him and them repored
by virtue hereof. In Witnes whereof the said Parties to these
presents have hereunto set their Hands and seals the day
and year first above written Peter Crovat, John Taylor
son (d) Sealed and Delivered Edward Croft, John Stafford
Household Furniture 12 Bedsteads, 12 Beds, 24 pair of Sheets &
24 Blankets & 24 Pillows & Pillow Cases, 1 large Mahogany ^{Table}
8 d. Small 1 Mahogany Stand, 1 large Looking Glass & 5 d.
small, 1 Mahogany writing Desk, 3 pair of Candlesticks 3 doz.
Knives and Forks, 6 silver Spoons small & 8 d. large, 2 Prints & 2
Kitchen Furniture 6 large Iron Pots, 6 d. small, 4 Iron and
Brass Kettles, 4 pair of Iron Dogs complete with Tongues, Shovel &c.
one Horse and Chaise and Harness, Stock in Trade, all the
Slop work in my House, one Case on my Counter containing
Ribbons, Knives Scissors, Pins, Needles &c. &c. 2 Hogheads of Brandy
2 Pipes of Gin, 2 Hogheads of Rum, 1 d. of Spanish Wine, 1 large
Cask of Shrub since for Punch, 1 Hog^d of leaf Tobacco, 200^{lb} of
chewing d., one Negroe Woman, Debts due by Capt^r Peter
Mulder £ 32, Philip Tadue £ 17. 13. 7. John Johnston £ 14. 0. 0
John Descombe £ 5. 0. 0 Received the day and year within
written of and from the within named John Taylorson the
consideration Money within named say reced by me Pe-
ter Crovat, Peter Crovat, Witnes Edward Croft.
Charleston S. Personally appeared Edward Croft who made
oath he was present and saw Peter Crovat and John Taylor-
son sign seal and as their Act and Deed deliver the with-
in Instrument of writing to and for the uses and purposes there-
in mentioned that he also saw the said Peter Crovat sign his
name to the receipt, and that he together with John Stafford
signed their names as witnesses to the same, Sworn to -
before me this 15th Feby 1800. Dan^l J^r Ravenel, D.
Recorded 15th Feby 1800

State of South Carolina

This Indenture Tripartite made the twen-
tieth day of February in the year of our Lord one thousand
eight hundred, Between Archibald Ball of the City of
Charleston of the first part, and Mary Johns (youngest
Daughter of the late James Johns of Johns Island) of the

second part, and Lambert Dance and John Marshall Junior of the third part, Whereas a Marriage is shortly intended to be had and solemnized between the said Archibald Ball and the said Mary S. John, and whereas the said Mary S. John at the time of executing of these presents under the last Will and Testament of her late Father James S. John deceased is and stands seized in Fee Simple of and in an undivided Moiety or half part of all those Lands and Real Estate and Negroe Slaves particularly mentioned and described and enumerated in the Schedule hereto annexed agreeable to the Act of Assembly passed the 22^d day of December in the year 1792, and whereas upon the treaty and previous to the said intended Marriage it hath been and is agreed between the said Archibald Ball and Mary S. John that the said Undivided Moiety and equal half part of the said Real and Personal Estate particularly mentioned described and enumerated in the Schedule hereto annexed should be by her granted conveyed and released unto the said Lambert Dance and John Marshall Jun^r. Heirs and Assigns to and for & upon the several uses trusts, intents and purposes and in such manner as hereinafter is mentioned limited expressed & declared of and concerning the same, Now this Indenture Witnesseth and Know all men by these presents that in pursuance of the said recited agreement and in consideration of the said intended Marriage and also in consideration of Five Pounds to the said Mary S. John in hand paid by the said Lambert Dance and John Marshall Junior the Receipt whereof is hereby acknowledged the said Mary S. John (by and with the knowledge privity and consent and approbation of the said Archibald Ball her intended husband testified by his being a party to and executing of these presents, hath granted bargained sold aliened released and confirmed and by these presents, doth grant bargain sell alien release and confirm unto the said Lambert Dance and John Marshall Jun^r & to their Heirs and Assigns for ever, All that undivided Moiety or equal half part of all the Estate Real and Personal particularly mentioned described and enumerated in the Schedule hereto annexed of her the said Mary S. John together with all and singular the Rights Members and Appurtenances thereunto belonging, and the Reversion and Reversions, Remainder and Remainders unto Issues and Profits thereof, and also, all the Estate Right

Little Interest Property Claim and Demand, whatsoever of her this
 said Mary S. John of in and to or out of the same, to have and
 to hold the said undivided, Masty or equal, half part of all
 and singular the said Real and Personal Estate particularly
 mentioned described and enumerated in the Schedule here-
 to annexed of her the said Mary S. John unto the said Lambert
 Dance and John Marshall Junior Executors Administrators and
 Assigns upon the special Trust and confidence and to and for
 the proper use and behoof of the said Mary S. John her heirs Ex-
 ecutors Administrators and Assigns until the solemnization of the said
 intended Marriage and from and immediately after the sole-
 mnization thereof then In Trust to and for the sole separate use
 benefit and behoof of the said Mary S. John during her natural
 life with full power and authority to receive and take the Rents
 Issues and Profits thereof during her natural life as her separate
 and distinct Estate in as full and ample a manner as if she
 were sole and unmarried without being subject to the Debts
 Contracts Engagements, Intermeddling or Incumbrances of her
 said Husband and from and immediately after the decease of the
 said Mary S. John In Trust for such Person and Persons Use &
 Uses, Estates and Estates and subject to such limitations and
 agreements as the said Mary S. John by her last will and Tes-
 tament in writing or any Instrument in writing purport-
 ing to be her last will and Testament to be by her signed in
 the Presence of three Credible Witnesses direct limit and appoint
 and in default of such Direction limitation or Appointment
 then In Trust to and for the use and behoof of all and every the
 children or Child of the said Mary S. John which shall be
 living at the time of her death to be equally divided between
 them (if more than one) share and share alike as Tenants in Com-
 mon and not as Joint Tenants and to the heirs and Assigns of
 such Children respectively for ever, Provided always and it
 is hereby intended and agreed by and between all the parties to
 these presents, that if the said Mary S. John shall be deceased and
 willing to sell and dispose of all or any of the said hereby granted
 released and assigned Lands and Negroes mentioned in the said
 Schedule or other the Premises, and to lay out and invest the same
 in any other kind of Property in case the said Lambert Dance
 and John Marshall Junr. or the survivor of them and their
 Executors and Administrators of such survivor are hereby

authorized and empowered to sell convey assign transfer and set over any part of the said Premises contained in the said schedule hereto annexed as the said Mary St. John shall and may from time to time notwithstanding her Coverture by any writing under her hand attested by three or more credible Witnesses direct and appoint so always as it is hereby agreed that the Monies or other Proceeds or Property arising or coming from such Sale as aforesaid shall be subject settled and assured to and for and upon the same Trusts uses intents provisions and purposes above expressed and declared and the said Archibald Ball for himself his Executors Administrators and Assigns doth hereby covenant promise and agree to and with the said Lambert Dance and John Marshall Junior Executors Administrators and Assigns, - that he the said Archibald Ball his heirs Executors Administrators or Assigns shall and will from time to time and at all times hereafter make do and execute or cause to be made done and executed all and every such further and other lawful and reasonable acts matters or things Deeds or Conveyances for the further better and more perfect conveying assigning or assuring the said Real and Personal Estate mentioned and contained in the schedule hereunto annexed unto the said Lambert Dance and John Marshall Junr. Executors Administrators or Assigns to for or upon the several Trusts uses intents and purposes herein before expressed and declared of and concerning the same as shall be reasonably advised or required. In Witness whereof the said Parties to these Presents have hereunto set their hands and seals the day and year first above written being the twentieth day of February in the year of our Lord one thousand eight hundred A. Dale (sd) Mary Gough (sd) John (sd) Lambert Dance (sd) Jnr Marshall Junr (sd) Signed sealed and Delivered in Presence of s^{rs} Maryann Jefferys Ann Elizabeth Wilkie, Lambert Gough Dance. - A Schedule of the Estate Real and Personal of the late James St. John Esquire of Johns Island referred to in the within Deed of Marriage Settlement one moiety or equal half part of which Mary St. John is intitled unto after Payment of any Debts that may be unsettled. A lot situate in Friend Street containing forty one feet on said Street and one hundred and forty one feet

426 Middleton Rutledge, and the said Septima Sexta Middleton
And whereas the said Septima Sexta is entitled, in her own
right, to a considerable number of Negroes, as her Fortune which
the said Henry Middleton Rutledge hath proposed to settle, on the
terms hereinafter mentioned. Now this Indenture witnesseth
that the said Mary Middleton in consideration of the premis-
es, hath granted bargained and sold, and by these presents doth
grant bargain and sell and deliver to the said Henry Middleton
the following Negro and other Slaves Viz. Frank, Mandy, Lem-
my, York, Omba, Balaam & Cooper, Robin, Andrew, Chitta
Balaam, Patty, Phillip, Cesar, Quamino, Cesar a Carpenter,
Pero, Tartar, Robin a Cooper, Precilla, Patty, Frank, And a
Boatman, Delia, Cesar, Pompey, Inael, Hugh, Jenny, Quaco
Affy, Grace, Flora, Hugh, Jimmy, Glasgow, Symus, Flora
Cesar, Sarah, Molly, Roger, Beck, Henley, Molly, Nancy,
Kate, Chloe, Handy, Calia, David, Quaco a Blacksmith -
Abraham, Kate, Dye, Doll, Charley, Symus, Manson, Isaac,
a Carpenter, Sabina, Pero, Comfort, Kester, Beck a Seamstress
James Minter Phillida, Peggy, Dick, Harry, Maria, Bella,
Christian Dublin, Jenny Affy, Aubah, Tom, Rose Anson a
Boatman, Matira, Carolina, Stepany, Abby, Adam, Nan-
nah, Cesar, Pompey, John, Sue, Nancy, Bason, Maria, Nelly
To have and to hold all and singular the said Negroes &
other Slaves, and the Issue and Increase of such as are females
unto the said Henry Middleton his Executors Administrators
and Assigns upon Trust nevertheless and to and for the uses
and purposes herein after mentioned that is to say, to the use
of the said Septima Sexta Middleton until the intended
Marriage shall take effect, and from and after the celebration
of the said Marriage to the use of the said Henry Middleton
Rutledge and Septima Sexta during their joint lives, and
from and immediately after the death of the said Henry Mid-
dleton Rutledge, or the said Septima Sexta, then to the sur-
vivor his or her Executors Administrators and Assigns for ever,
Provided nevertheless that it shall and may be lawful for the
said Henry Middleton Rutledge with the consent of the said
Henry Middleton his Executors or Administrators (such consent
to be signified in writing) to sell and dispose of any of the said
Negroes, and to vest the Net proceeds thereof in other property
which property shall be liable to the uses & Trusts as are de-
clared of & concerning the Negroes hereby intended to be settled.

127 In Witness whereof the said Parties to these Accounts have here
unto set their Hands and seals the Day and year first above
written Mary Middleton (M^d) Henry M. Rutledge (M^d)
Henry Middleton (M^d) sealed and Delivered in the presence
of Mary Helen Middleton, Joseph Blake, The names
of the negroes mentioned in the foregoing Deed were taken
from a list in the Estates Book, some may have died since
the original list was made, and others may have been added
by both to the number Mary Middleton, Henry M. Rutledge
Henry Middleton, Charleston. Personally appeared Joseph Blake
Esquire who made oath he was present and saw Mary Middleton
Henry M. Rutledge and Henry Middleton sign seal and as their
act and Deed deliver the foregoing Deed of Marriage Settlement to
and for the uses and purposes therein set forth, and that he toge-
ther with M^{rs} Mary Helen Middleton subscribed their names
as witnesses to the due Execution of the same. Sworn to before
me this 28th February 1800 Isaac Notley D^y 2 -
Recorded 28th February 1800

State of South Carolina

This Indenture made the first day of January in
the year of our Lord one thousand eight hundred, Between Simon
Elstob Painter of the City of Charleston of the one part, and
Archibald Brebner of the same place of the other part. Trustee
for and on behalf of Elizabeth Elstob the wife of the said Simon
Elstob, Whereas the said Simon Elstob is legally possessed of the
Effects goods and Chattels specified in the schedule to these pre-
sents annexed and marked A, and whereas the said Simon Elstob
is contented and hath agreed that the effects good and chat-
tels shall be preserved and secured to and for the Trusts, uses
intents and purposes hereinafter limited expressed and
declared notwithstanding the Coverture between him and
his said Wife, to the intent therefore that this agreement may take
effect, This Indenture witnesseth that the said Simon El-
stob for and in consideration of the said agreement and of the
love and affection which he bears to his wife and for the sum of
five shillings to him in hand paid by the said Archibald Breb-
ner the receipt whereof is hereby acknowledged, at or before the
sealing and delivery of these presents hath granted bargained
sold transferred and set over and by these presents doth grant
bargain sell transfer assign and set over unto the said
Archibald

428 Archibald Creebner his Executors Administrators and Assigns
all and singular the Plate Household Furniture Stock in
trade goods chattels wares and Merchandizes and also a large
dwelling House containing six Rooms, and a small Tenement
with two Rooms thereto adjoining, together with the lease for
the Grounds on which they are erected particularly specified
in the said Schedule to these presents annexed, and all the
Estate right title Interest property claim and demands -
whosoever of him the said Simon Elstob of in to or out of the
same or any part thereof, To have and to hold all and
singular the said ^{parts} properties with the appurtenances from
henceforth unto the said Archibald Creebner his Executors
Administrators and Assigns for ever, Upon trust nevertheless
and to and for the intent and purpose to permit and suffer the said
Elizabeth to have hold use take and enjoy the said effects, goods
and chattels in the said Schedule above mentioned particu-
larly described and mentioned as aforesaid, to her own sole and
separate use and benefit freed and discharged from any con-
trol or power of the said Simon Elstob and also free from any
such controul or power to have use take hold and enjoy the
above mentioned effects goods and chattels as her own and to
sell and dispose thereof and apply the proceeds of such sale to
the purchase of other effects goods and chattels, as to her shall
seem proper and fit, and the said Archibald Creebner for him-
self his Executors and Administrators doth hereby covenant
and agree to and with the said Simon Elstob his Executors
Administrators and Assigns that he and they shall and will
from time to time and at all times hereafter well and faithfully
perform and fulfil according to the true intent and meaning
of these presents and all and singular the Trusts intents and
purposes created and in him and them reposed by virtue thereof
In Witness whereof the said parties to these presents have here-
unto set their hands and seals the day and year first above
written Simon Elstob (sd) Archibald Creebner (sd)
sealed and Delivered in the presence of Edward Crofts Henry
Lennard, Received the day and year within written of and from
the within named Archibald Creebner the consideration mo-
ney within mentioned say received by me Witness
The Schedule marked A. Household Furniture -
1 Dozen Chairs, 5 Mahogany Tables, 1 Side board, 1 Secretary

429 5 feather Beds, 4 Mattresses with Pillows and Coverlets, 16 Blankets
10 pair of Sheets, 4 Bed Steads, 3 Looking Glasses, 3 Dozen
12 Silver Spoons, 1 1/2 Doz. knives and forks, 1 Chest of Drawers, 1 set of
china, 3 Doz Plates, 1 Doz Dishes, 1 Iron Grate, with Poker and Tongs
3 Chests, 6. 1 set of Curtains, Kitchen Furniture 3 Tables

4 Chairs, 1 Dutch oven, 2. Mettle Pots 1 Tea Oven, also a deed of a
lot of land in Union Street continued from John Love day,
for the term of seven years from the date of the said lease, also
all and every of the buildings or improvements on the said
lot of land now erected or hereafter to be erected, together
with all the rights emoluments and profits which from the
aforesaid lease may arise or accrue, Charleston sp -

Personally appeared Edwards Croft who being duly sworn maketh
oath that he was present and saw Simon Elstole and Archi-
bald Brebner sign seal and as their act and deed deliver
the foregoing Instrument of writing to and for the uses and purposes
therein mentioned and that he signed his name as a witness
to the same together with Henry denude, Sworn to before me
this 1st March 1800 Dant. Ja. Ravnal PB. Recorded the
1st of March 1800

South Carolina

This Indenture made the First Day of
February in the year of our Lord one thousand and eight hundred
and in the twenty fourth year of the Independence of the United
States of America Between William Allston of Georgetown
in the State of South Carolina the first part,
Mary Pyatt Daughter of the late John Pyatt Esquire deceased of
the second part and John Labruce and Benjamin Allston
Senior Esquires of the third part, Witnesseth that whereas
Thomas Labruce Esquire by his last will and Testament devised
unto his Daughter Elizabeth the Mother of the said Mary
Pyatt partly to have presents a lot of land in Georgetown
aforesaid; and a moiety or half part of three tracts of land on the
De River, which he bought of James Condoner, and also made
her one of his ordinary delegates, and whereas Joseph Labruce
Esquire son of the said Thomas Labruce by his last
will and Testament devised unto his daughter Elizabeth Pyatt the
Mother of the said Mary Pyatt partly to have presents a tract of
land known by the name of the old ferry on Waccamaw Neck in
the said State adjoining lands of the late Doctor James Mackey

430 and whereas the said land on the death of the said John Pyatt
Elizabeth his wife ^{descended} to the said Mary Pyatt party to these
presents as the sole heiress at law of her Mother the said Eliza-
beth Pyatt, and whereas the said Mary Pyatt is possessed of the
following Slaves which came to her from the residuary part of
the Estate of the said Thomas Sabine as aforesaid bequeathed
by him unto her Mother the said Elizabeth Pyatt that is to say,
Birah, Stepnay, ducy, Mary, Sam, and Hannah, Tenah, Bella,
Niger, Virgil, Nancy, Billy, Morris, Willoughby Tom and
old Jacob, And whereas the said John Pyatt by his last will
and Testament devised unto his Daughter the said Mary Pyatt
party to these presents her heirs and assigns for ever a lot of land
in Georgetown situated on Front Street and adjoining Mrs
Stuart's lot on the one side, and the lot that so as aforesaid
descended to his said Daughter on the other side, and thereby
made his said Daughter one of the Residuary legatees, and
desired that his said Daughter might have her part thereof
when she should attain the age of twenty one years or at the
day of her Marriage which ever should first happen, as
by the above mentioned three last wills and Testament
remaining of record in the Office of the Ordinary of George-
town District by being referred to will more fully appear,
This Indenture also witnesseth that whereas a Marriage
is agreed on and intended to be had and solemnized between
the said William Allston and the said Mary Pyatt, and
whereas in prospect and consideration of the said intended
Marriage the said parties to these presents have mutually
agreed with each other that the above mentioned property
so as aforesaid belonging to the said Mary Pyatt party to these
presents in right of her Mother and to which she is also
entitled by virtue of the last will and Testament of her
Father as aforesaid should be conveyed by her unto the said
John Sabine and Benjamin Allston parties to these presents
In Trust for the several and respective uses intents and pur-
poses hereinafter mentioned expressed and declared of
concerning the same, in pursuance whereof, and in consider-
ation of one Dollar lawful Money of the State aforesaid
the said Mary Pyatt (by and with the privacy, consent and
approbation of the said William Allston her intended hus-
band testified by his being a party to and signing and
sealing these presents, hath granted bargained sold

438 transferred set over and assigned and by them present, the grant bargain sell transfer set over and assign unto the said John Sabuce and Benjamin Allston and to the survivor of them his Executors and Administrators. All and singular the Tracts of Land and Town Lots aforesaid, and Slaves above particularly named together with the residuary part or proportion of the personal Estate of her late Father of which on her Marriage she will be entitled to have the possession by virtue of his last Will and Testament as aforesaid, To have and to hold all and singular the said Tracts of Land and Town Lots aforesaid, and slaves above particularly named with the future Issue and Increase of such of them as are Females, and also the residuary part or proportion of the undivided personal Estate of the said John Byatt the Father of the said Mary Byatt to which she is entitled in manner aforesaid unto the said John Sabuce and Benjamin Allston and the survivor of them his Executors & Administrators In Trust for the said Mary Byatt until the the said intended Marriage shall be solemnized and take effect, and from and immediately after the solemnization thereof In Trust for the said William Allston and the said Mary his intended wife during their joint lives, but in confidence that the said John Sabuce and Benjamin Allston and the survivor of them his Executors and Administrators do and shall during all that time well and truly permit and suffer the said William Allston to take the said Slaves, and the future Issue and Increase of such of them as are females together with the above mentioned Tracts of Land and Town Lots into his Custody and possession, and to receive take and be entitled to every advantage benefit income emolument and gain that shall or may arise accrue and be gotten therefrom in anywise so ever during that period without any restraint controul or interruption of or by the said John Sabuce and Benjamin Allston or the survivor of them his Executors or Administrators on any account or pretence whatsoever. But as the misfortunes and vicissitudes incident to human affairs are intended as far as possible to be guarded against for the benefit and advantage of the said Mary Byatt. It is hereby declared to be the true intent and meaning of the said parties of these presents that during all that time no part or proportion of the said Land or

432. Slaves or of the produce that shall and may arise from the cultivation of the said lands and the work and labour of the said Slaves, shall be liable to be seized taken or sold to satisfy any Judgment or Execution that shall or may be obtained or issued against the said William Allston or for any other matter cause or thing. Now, and whenever it shall please God for either of them to depart this life and there shall happen to be issue of the said Marriage him or her surviving then In Trust for such Survivor and Issue the said William Allston or the said Mary his intended wife (as the case shall happen to be) to be entitled to and take one full third part or proportion thereof, to hold the same unto him or her or unto his or her heirs Executors Administrators & Assigns from thenceforth for ever, and the remaining two thirds thereof to be equally divided between such Issue share and share alike if there shall happen to be more than one Child of the said Marriage living when that contingency shall happen, but if there shall be only one Child of the said Marriage then living such only Child is to be entitled to and take the said remaining two third parts thereof, to hold the same unto him her and them and to his her and their heirs Executors Administrators and Assigns from thenceforth for ever, the same to be delivered and the possession thereof to be given unto them that shall be males at their respective ages of twenty one and to such of them as shall happen to be females at their respective ages of twenty one or days of Marriage whichever shall first happen. But if any or either of the Children of the said Marriage shall be dead when that contingency happens and shall leave a Child or Children him or her surviving then such Child or Children of such deceased Child of the said Marriage is and are to be entitled to and take the share or proportion of the same to which his her or their deceased Parent would have been entitled by virtue hereof if he or she had been living and whenever that contingency shall happen if there shall be ^{no} such Issue or Child or Children of such Issue him or her surviving then the whole of the property both Real and Personal herein and hereby secured settled and limited in manner aforesaid is to become absolutely vested in such survivor, to hold unto the said William Allston or unto the said Mary his intended wife (as the case shall happen to be) and to his or her heirs Executors Administrators and Assigns from

thenceforth for ever, and the said William Allston and the said Mary
 his intended wife for themselves respectively their and each of
 their respective heirs Executors and Administrators do hereby
 covenant promise and agree to and with the said John Labruce
 and Benjamin Allston and to and with the survivor of them his
 Executors and Administrators in manner and form following, that
 is to say, whenever the said residuary part or proportion of
 the personal estate of the said John Dyett as aforesaid bequeath-
 ed by him unto his said Daughter Mary the intended wife of the said
 William Allston or any part thereof shall be fully ascertained and re-
 duced to possession it is to be considered and taken in the same man-
 ner to all intents and purposes whatever as if it had been herein-
 before particularly and described, and shall also be subject to
 the settlement limitation trust and confidence hereinbefore
 mentioned and contained of and concerning the same, and also
 that whenever it shall be found to be necessary and expedient
 and for the benefit and advantage of those who are shall or may
 be interested in the premises for any part of the property herein
 and hereby secured and settled as aforesaid to be sold and disposed
 of it shall and may be lawful for the same to be sold and disposed
 of to the best advantage with the approbation and consent of the
 said John Labruce and Benjamin Allston or the survivor of them
 his Executors or Administrators testified by his or their joining in
 the execution of such necessary Deeds and Conveyances as the nature
 of the case may require, Provided nevertheless that other pro-
 perty to the full value thereof shall be bought with the Money
 arising therefrom, and also be made subject to the settlements and
 limitation herein before mentioned and contained in the same
 manner as if it was already inserted herein And lastly that
 the said William Allston and Mary his intended wife shall and
 will at all times hereafter make do seal and execute or cause or
 procure to be made done sealed and executed every such further
 and other lawful and reasonable Act and Acts thing and things,
 Devices and assurances in the law whatsoever for the further bet-
 ter and more perfect granting conveying settling limiting
 confirming and assuring of all and singular the premises afore-
 said with the appurtenances according to the true intent and
 meaning of the premises aforesaid, and of these presents, as by
 the said John Labruce and Benjamin Allston and the survivor
 of them his Executors and Administrators shall be reasonably

advised devised and required. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written, William Allston (M^r) Mary Pyatt (M^r) Sealed and Delivered in the presence of R. Brownfield, Dan Dupre, Josias Allston S. Carolina & Before me Francis G. Deliepeline one of the Geo. Town Dist. Justices of the Inferior Court District Southernly appeared Josias Allston who being duly sworn maketh oath he was present and saw W^m. Allston and Mary Pyatt sign seal and deliver the within Instrument of writing to and for the purposes therein contained, and that Robert Brownfield and Daniel Dupre did subscribe their names as evidences thereto with the S^d. Deponent and in each others presence Sworn to before me March 19th 1800 Francis G. Deliepeline Jst. Recorded 22nd March 1800

State of South Carolina

This Indenture made the twelfth day of March in the year of our Lord one thousand eight hundred, between James M. Elkenney Minister of the Gospel John's Island on the one part and Susanna Wilkinson Junior of Charleston Widow on the second part, and Edward Wilkinson and Paul Hamilton Esquires on the third part, We the S^{ts} that whereas a Marriage is (by God's permission) shortly intended to be had, and solemnized between the aforesaid James M. Elkenney and Susanna Wilkinson Jun^r and whereas the aforesaid Susanna Wilkinson owns certain lands and Slaves, as specified and mentioned in the Schedule hereunto annexed. Now be it known, that for and in consideration of the said intended Marriage taking effect, and in consideration of the sum of ten M^llings lawful Money of the State aforesaid, to the said Susanna Wilkinson Junior in hand paid, before the sealing and Delivery of these Presents by the aforesaid Edward Wilkinson and Paul Hamilton the receipt whereof the said Susanna Wilkinson Junior doth hereby acknowledge, the said Susanna Wilkinson Junior by and with the Consent and Privy of the said James M. Elkenney which is clearly testified, by his becoming a party to, and signing these presents, doth hereby sell convey and confirm unto the said Edward Wilkinson and Paul Hamilton their Executors Administrators and assigns, all the said

lands and Slaves with the future Issue and Increase of the Females as specified and mentioned in the Schedule here to annexed, to and for the uses and purposes hereinafter mentioned that is to say, In Trust that from and after the solemnization of the said Marriage, and for and during, and to the full end and term of the natural life of the said Susanna Wilkinson Junior, the said James M. Elhenney shall have hold use and enjoy the said lands and Slaves, with the future Issue and Increase of the Females and the income arising therefrom, and the said Susanna Wilkinson Junior shall nevertheless have power, - authority and right notwithstanding her Coverture, to devise bequeath and convey away by will, at her Death, any part, or the whole of the aforesaid lands and Slaves with the future Issue and Increase of the Females to any Person or Persons in as free and unrestrained a manner, as if no such Marriage had ever taken place, In Witness whereof the said Parties have hereunto set their hands and seals the day and year within written

A Schedule of lands & Slaves viz, a Tract or Plantation of land lying on Togodoos in the Parish of St. Paul, District of Colleton containing more or less (1800) Eighteen Hundred Acres Slaves (32) thirty two, as follows viz, Thomas, York, Nancy, Jimmy, dymus, Minde, Will, dymus, Harry, Fanny, Isaac, Jean, Toney, Nanny, Sharper, Frank, Sue, Esther, Andrew, Wash- ington, Lydia, Sampson, Lydia, Lucy, Diana, Isaac, Abraham, Will, Bep, Mingo, Chloe, Mima, Ja. M. Elhenney (sd) Susanna Wilkinson Jun. (sd) In presence of the words "with the future Issue and Increase of the Females being three times first interlined Jean Mann, Margaret Jenkins, Received this 12 day of March of the birth named Edw. Wilkinson and Paul Hamilton Esquires the sum of ten shillings being the Consideration Money within mentioned Susanna Wilkinson Jun. In presence of Jean Mann, Margaret Jenkins, Charleston p. Personally appeared Jean Mann who made oath she was present and saw James M. Elhenney and Susanna Wilkinson Junior sign seal and as their Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein mentioned and that she together with Margaret Jenkins signed their names as witnesses to the same, Sworn to before me this 6 May 1800 Isaac Motte Dart, J. L. Recorded 6 May 1800 -

This Indenture made the 23rd of April in the year of
 done one thousand seven hundred and ninety five, Between
 James Edward Ferguson of Beaufort District of the one part and
 Sophia Smith Widow of John Smith of Charleston District of
 the other part, Whereas there is an intention of Marriage
 between the said James Edward Ferguson and the said Sophia
 Smith shortly to be solemnized (God willing) and whereas it
 is the desire and agreement of the said parties and their mutual
 intention that a Provision shall be made for the said Sophia
 Smith out of her own Fortune or Marriage Portion, in such a
 manner as to be entirely at her own disposal at her death, -
 whether she dies under Coverture the life of the said James
 Edward Ferguson or survives him, and whereas it is agreed
 between the said parties that Property to be made over to the
 said Sophia Smith are the following Negroes named Miley
 Simon Pompey, Bathsheba and her Child Pompey, Polydore
 Mary, George, Prince, Charlotte, Violet and Sarah and the
 Issue and Increase of the females, and a certain Tract or planta-
 tion of land situate lying and being in St. Bartholomew Parish
 on Wannel Creek formerly the property of John Smith deceased
 and now the property of the said Sophia Smith Widow of the said
 John Smith deceased, containing more or less
 she the said Sophia Smith to have the full power and absolute
 right to will away or dispose of the aforesaid Negroes and land
 to her heirs or whomsoever else she thinks proper to them and
 their heirs for ever, even should she die under Coverture the
 wife of the said James Edward Ferguson or in case she survives
 the said James Edward Ferguson then the said above mentioned
 property to be and remain the property of the said Sophia
 Smith her heirs and assigns for ever, Provided nevertheless
 that the said James Edward Ferguson shall have the use
 management and controul of the said above mentioned property
 and the yearly profits and emoluments arising therefrom to
 apply and use as he thinks best for their mutual advantage
 whilst they continue in the marriage state together, Now
 this Indenture witnesseth that the said James Edward
 Ferguson for and in consideration of the love and regard he
 beareth to the said Sophia Smith and in consequence of the
 agreement before mentioned and for the further considera-
 tion of the sum of ten shillings in hand paid him by

437 James Wilson Junior appointed by the parties Trustee to the
Marriage Settlement, the receipt whereof is hereby acknowledged
Hath Bargained sold and made over and by these presents doth
bargain sell and make over unto the said Sophia Smith as aforesaid
the aforesaid Negroes viz. Miley, Simon, Pompey, Bathsheba, and Child
Pompey, Polydore, Mary, George, Prince, Charlotte, Violet, Sarah, &
Jane and Increase of the females and said Land to have and to hold
the said Negroes and Land to the said Sophia Smith her heirs and
Assigns for ever, in manner and form following that is to say, -
that the said James Edward Ferguson shall have the use of the -
same whilst they live together for their mutual support, but in
case of her the said Sophia Smith dying whilst under coverture
the wife of the said James Edward Ferguson, she shall have
full power and lawful authority to dispose of and give away by
Deed of gift or otherwise the said Negroes and Land as before men-
tioned to her heirs or any other person or persons whatsoever, to them
and their heirs and Assigns for ever, and in case the said Sophia
Smith shall happen to survive the said James Edward Ferguson
and become his widow, then the above and aforesaid property, -
shall be and remain her own lawfull property to her and her
heirs and Assigns for ever, and the said James Edward Ferguson
for himself his heirs Executors and Administrators doth agree to
and with the said Sophia Smith her heirs Executors and Adminis-
trators, that the said Sophia Smith her heirs Executors and Adminis-
trators, either at her Death or whilst under Coverture the wife of
the said James Edward Ferguson as aforesaid of in case of her sur-
viving him and becoming his widow, shall take possession &
keep for their own benefit and behoof for ever the said Negroes
and Land above mentioned without the least hindrance or mo-
lestation of him the said James Edward Ferguson his heirs Executors
Adminors and Assigns or any other person or persons whatever,
according to the true intent and meaning thereof clearly and
fairly and shall not be liable to any debts legacies or Con-
tracts whatsoever of him the said James Edward Ferguson his
heirs Executors Adminors or Assigns. And lastly it is agreed on by
the parties to these presents that James Wilson Junior is and shall
be appointed Trustee for the said Sophia Smith with full
power to cause this agreement and Indenture to be put in full
force and virtue. In Witness to these presents the parties have
interchangeably set their hands the day and year first above
written

438 written J^r Ed^d Ferguson All Sophia Smith 1830
I do witness before the signing sealing and delivery of the
presents in the Eleventh line interlined after the word require
the words "and land", in the twenty fifth and thirty second
lines interlined after the words word Negroes "and land"
In Hutton, State of South Carolina Beaufort District
Before me John Lightwood Esquire one of the Justices of the Peace
in the State aforesaid, Personally appeared John Hutton
who being duly sworn on the Holy Gospels, maketh oath, and
saith, that he the Deponent was present and saw the within
named James Edward Ferguson, Sophia Smith and James Wilson
the Elder sign seal and as their Act and Deed deliver the
within Marriage Settlement for the uses and purposes
therein mentioned, and that he signed his name thereto as
witness to the due and legal execution of the same, In Hutton
sworn to before me and subscribed by the Deponent the
first day of March Eighteen hundred In Lightwood H²
Recorded 6th May 1800

The State of South Carolina

This Indenture made the twenty seventh day
of January Anno Domini one thousand eight hundred -
Between John Jonah Murrell of Christ Church Parish in the
State aforesaid Planter and Martha his wife lately called
Martha Hall Daughter of William Hall late of the City of
Charleston and State aforesaid, of the one Part, and Thomas
Hall of the same place Esquire of the other part, Whereas
the said William Hall in his life time and at the time of
his death was possessed of a considerable Estate both Real
and Personal, and did by his last Will and Testament duly made
and executed devise and bequeath the same in certain propo-
tions and shares to his wife and Children who survived him,
whereby the said John Jonah Murrell husband of the said
Martha Murrell one of the surviving Daughters of the said
William Hall deceased, did on the division of the said Estate
receive her share and proportion (which was to a considerable
amount) of the said Estate in Cash or ready Money, Now
this Indenture witnesseth that for and in consideration
thereof and a Marriage heretofore had and solemnized by and
between the said John Jonah Murrell and Martha his wife
and also for and in consideration of the sum of ten shillings

439 by the
his the
Kane
diver
John
barga
the vi
la wit
another
Jary.
Johnny
Prime
of the
Negro
unto
to an
turn
to the
from
of the
the vi
faul
Murr
part
the Pa
Mar
in Pres
Murr
by M
Caffer
Crea
by, do
Shar
me Th
and
Deed
ment
as a
1800
Docto

by the said Thomas Hall to the said John Jonah Murrell and his wife in hand paid at and before the making and delivery of these presents the receipt whereof is hereby acknowledged and for divers good causes and considerations them thereunto moving the said John Jonah Murrell and Martha his wife have and each of them hath bargained and sold and by these presents do bargain and sell unto the said Thomas Hall his heirs and assigns the following Negro Slaves to wit Cloc, Celia, Sam, Flora, Hector, Cuffee, Friday, Friday (of another family), Antony, Candis, duck, Maria, Nancy, Patty, Creacy, Jary, John, Beck, Fanny, Judy, Meliah, Peter, Luaco, Wally, Lisby, Jenny, Molly, Cinder Jack, Abram, Jenny (of another family), Cyrus, Primus and Sharper, together with the future issue and increase of the said female slaves, to have and to hold and possess the said Negro Slaves before mentioned with their future issue and increase unto the said Thomas Hall his heirs and assigns for ever, In Trust to and for the use and behoof of the said Martha Murrell during the term of her natural life, without being at all subject or liable to the Debts, suits or Demands of the said John Jonah Murrell and from and after her decease to and for the use and behoof of the issue of the present Marriage lawfully to be begotten between them the said John Jonah Murrell and Martha his wife for ever and in default of such issue then to and for the use and behoof of the said Martha Murrell her heirs and assigns for ever, In Testimony whereof the said parties to these presents have interchangeably set their hands & seals the day and year above written John Jonah Murrell (sd) Martha Murrell (sd) Thomas Hall (sd) sealed and delivered in Presence of The Honble, James Servey, as to the signing by John I. Murrell, & Tho. Hall, Sarah Hall, David Servey as to the signing by M^{rs} Martha Murrell, Schedule old Cloc, Celia, Sam, Flora, Hector, Cuffee, Friday, Antony, Friday, Candis, duck, Maria, Nancy, Patty, Creacy, Jary, John, Beck, Fanny, Judy, Meliah, Peter, Luaco, Wally, Lisby, Jenny, Molly, Cinder, Jack, Abram, Jenny, Cyrus, Primus Sharper Witnesses Tho. Hinds, James Servey, Personally appeared before me Thomas Hinds who being duly sworn made oath that he was present and saw John Jonah Murrell and Thomas Hall sign the within Deed and acknowledged the same to be done for the purposes therein mentioned, and at the same time see James Servey sign his name as a witness thereto Tho. Hinds, Sworn to before me this 7th of February 1800 William M. Parker D^c, Personally appeared before me Doctor David Servey who being duly sworn according to law made

460 notes that he was present and saw the within named Martha sign her name to the within Deed and acknowledge the same to be done for the purposes therein mentioned, and did at the same time see Sarah Hall sign her name as a witness thereto. David Lervey, sworn before me this fifth day of March 1800
Pro Kinads &c Recorded 6th May 1800

South Carolina

This Indenture tripartite made the Twentieth day of May in the year of our Lord one thousand eight hundred and twenty fourth of American Independence, Betwixt Mary Bonneau Deigh of George Town District of the first part, Oliver Hawes Physician of the second part and John Cogdell Esquire of the third part. Whereas a Marriage is intended by divine permission shortly to be had and solemnized between the said Mary Bonneau Deigh and Oliver Hawes, and whereas the said Mary Bonneau Deigh is now lawfully and rightfully possessed in her own right of and in twenty two Negro and other Slaves named as follows to wit Old Zachariah, Young Zachariah, Sam, Judith, Kelly, Hannah, Ned, Eady, Dinah, Clementia, Jack, Peggy, Tom, James, Betty, Joe, Lucy, Amoritto, Kate, Moses, James Joe, and whereas in prospect and consideration of the said intended Marriage, the said Oliver Hawes and the said Mary Bonneau Deigh have agreed that the said Mary Bonneau Deigh shall grant bargain and sell the said Negro and other Slaves with their future issue and increase unto the said John Cogdell his Executors and Administrators, In Trust nevertheless and to and for the several and respective uses intents and purposes herein after mentioned expressed and declared of and concerning the same. Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the said intended Marriage, and also for and in consideration of the sum of five pounds Sterling to the said Mary Bonneau Deigh in hand well and truly paid by the said John Cogdell at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, and for settling and ascertaining all singular the Premises to and for the several uses intents and purposes hereinafter mentioned expressed and declared for divers other good causes and considerations the said Mary Bonneau Deigh thereunto moving, she the said Mary Bonneau Deigh by and with the pluvial consent and agreement of the said Oliver Hawes testified by his being made

461 a par
Kath
grah
said
and
Tach
Ned,
Betty,
their
said
unto
for
tends
tive
expre
to say
Mdr
Apig
res a
solem
Trust
tors
of the
well
have
other
joint
Mary
trol
ecuto
wha
shal
tion
But
the
or Ch
of the
Child
dence
slaw
the

464 a party having signing making and delivering their presents
hath granted bargained and sold and by these presents doth
grant bargain sell and in due form of law deliver unto the
said John Cogdell his Executors and Administrators all and
singular the said Negro and other Slaves named Olo
Tachariah Young Tachariah, Sam, Judith, Kelly, Hannah,
Red, Badly, Dinah, Clementia, Jack, Peggy, Tom, James
Betty, Joe, Lucy, Amoritta, Cate, Moses, Tom, and Joe with
their future Issue and Increase, To have and to hold the
said Negro and other Slaves with their future issue and increase
unto the said John Cogdell his Executors Administrators and Assigns
for ever In Trust nevertheless to and for the several uses in-
tents and purposes and with and under the several and respec-
tive limitations and Appointments hereinafter mentioned
expressed and declared of and concerning the same, that is
to say In Trust to and for the use benefit and behoof of the said
Mary Bonneau Leigh her Executors Administrators and
Assigns until the said intended Marriage shall be solemn-
ized and take effect and from and immediately after the
solemnization of the said Marriage, then upon this further
Trust and Confidence that he the said John Cogdell his Execu-
tors and Administrators do and shall during the joint lives
of the said Oliver Hawes and Mary Bonneau Leigh his wife
well and truly permit and suffer the said Oliver Hawes to
have the use occupation and enjoyment of the said Negro &
other Slaves and their future issue and increase thereof to the
joint use benefit and behoof of the said Oliver Hawes and
Mary Bonneau Leigh his wife without any restraint con-
trol or interruption of or by the said John Cogdell his Ex-
ecutors or Administrators on any account or pretence
whatsoever, but so as that the said Negro and other Slaves
shall not be in any wise subject or liable to the aliena-
tion Debts or engagements of him the said Oliver Hawes
But in Case of the death of the said Mary Bonneau Leigh &
the said Oliver Hawes surviving her and living no Child
or Children of the said Oliver Hawes to be begotten on the Body
of the said Mary Bonneau Leigh or the Issue of any of such
Child or Children, then upon this further Trust and Confi-
dence that the one half part of the said Negro and other
Slaves and their future issue and increase shall be to
the use and behoof of such person or persons use and

uses, Estate and Estates as she the said Mary Bonneau Leigh by her last will and Testament in writing or any writing purporting to be her last will and Testament (which writing or will she the said Mary Bonneau Leigh is hereby and by the said Oliver Hawes her intended husband enabled and empowered to make) shall give direct limit or appoint the same, But in case there shall be Children or any Child of the said Oliver Hawes to be begotten on the body of the said Mary Bonneau Leigh or them or any of their issue living at the time of the decease of her the said Mary Bonneau Leigh, and he the said Oliver Hawes surviving the said Mary Bonneau Leigh his wife, then In Trust that the said John Bogdell his Executors and Administrators do and shall stand possessed of all and singular the premises to and for the use benefit and behoof of the Executors Administrators and Assigns of him the said Oliver Hawes and grant reconvey and assign the same unto him her or them accordingly acquitted released and discharged of any further or other Trust limitation or appointment whatsoever any thing herein before contained to the contrary thereof in any wise notwithstanding, In Witness whereof the said Parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written John Bogdell (ss) Oliver Hawes (ss) Mary B. Leigh (ss) Sealed and Delivered the word "two" in the fifth line from the top of the first sheet being first interlined In Presence of Jacob W. Harvey, Saml Leonard, Received the day of the date of the within Indenture from the within named John Bogdell the sum of five pounds being the consideration money mentioned to be paid by him to me Mary B. Leigh (ss) Witness Saml Leonard, South Carolina George Towne District Personally came and appeared Saml Leonard who being duly sworn made oath that he was present and did see Oliver Hawes and Miss Mary Bonneau Leigh sign seal and as their Act and Deed deliver the within Instrument of writing to and for the uses intents and purposes therein set forth, and that he this Deponent and Jacob W. Harvey did subscribe their names as witnesses thereto, Sworn to before me this fifth day of May 1800 Francis G. Delisle line 92. Recorded 14 May 1800

Mar
and
per
blige
hard
some
and
by
mize
and
these
ing
shid
afore
beth
beth
veste
Adm
and
conce
that
of the
the
Eliza
White
these
and
said
and a
fied
barg
sell
White
and
the
Catt
lars
bett

These Indenture made the twenty fourth day of March in the year four thousand one hundred and eight hundred and in the twenty fourth year of the sovereignty and Independence of the United States of America, Between Elizabeth Darr of Christ Church Parish in the State of South Carolina Minister of the one part, John Brown of Saint James Parish Carpenter of the second part, and George White and Peter Darr of the third part, Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Elizabeth Darr and the said John Brown, and whereas the said Elizabeth Darr at the time of executing these presents is possessed of a considerable personal estate consisting of Negroes horses, Cattle Household and Kitchen Furniture, and whereas upon the treaty and previous to the intended Marriage aforesaid it hath been and is agreed by and between the said Elizabeth Darr and John Brown that the Personal Estate of the said Elizabeth Darr shall be by her assigned transferred set over and vested in George White and Peter Darr their heirs Executors Administrators and Assigns to and for the several uses intents and purposes hereinafter mentioned expressed and declared of and concerning the same, Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the said intended marriage and for and in consideration of the sum of five shillings Sterling Money of the said State to the said Elizabeth Darr in hand well and truly paid by the said George White and Peter Darr at and before the sealing and delivery of these presents, and also for divers other good and valuable causes and considerations her therunto specially moving, she the said Elizabeth Darr by and with the knowledge, full consent and approbation of the said John Brown her intended husband testified by his being a party to and executing of these presents, hath bargained sold and delivered and by these presents doth bargain sell and in plain and open market deliver unto the said George White and Peter Darr all those four Negroes commonly called and known by the names following to wit, Tom Andrad, Sarah the elder and Sarah the younger or Sally, twenty three head of Cattle three horses two Bess, three Mattresses and all and singular other the Household and Kitchen Furniture of the said Elizabeth Darr of every kind whatsoever, To have and to hold

444 the said John Negroes, twenty three head of Cattle three Horses, Bares
Mattresses and household and Kitchen Furniture with the issue
and increase of the said female Haves and Cattle unto the said
George White and Peter Darr to the only proper use benefit and
behoof of the said George White and Peter Darr their heirs exe-
cutors Administrators and Assigns for ever In Trust to and for
the several uses intents and purposes hereinafter mentioned
and declared of and concerning the same, and as for and con-
cerning the said several uses intents and purposes herein
hereby intended to be made limited expressed and declared
of the said Personal Estate of the said Elizabeth Darr ^{with} and every of
the said parties to this Indenture have agreed that the same shall
be limited settled and assured in manner following that is to say
In Trust for her the said Elizabeth Darr party hereto her heirs
Executors Administrators and Assigns until the solemnization of the
said intended Marriage shall take effect and from and after
the solemnization thereof In Trust to and for the sole separate and
absolute use benefit and behoof of her the said Elizabeth Darr for
and during the term of her natural life, But so as not to be
subject or liable to the intermeddling or controul of the said
John Brown her intended husband or to be seized sold or extended
for payment of his Debts forfeitures or engagements and so that
the said George White and Peter Darr their heirs Executors Ad-
ministrators and Assigns do and shall permit and suffer her
the said Elizabeth Darr for and during the term of her natural
life to receive and take the use issues hire and profits of all
and singular the said premises to and for her own sole sepa-
rate use and benefit without accounting to any Person or
Persons whomsoever and from and immediately after the
decease of the said Elizabeth Darr then In Trust to and
for the sole use benefit and behoof of such person and persons
and for such parts and proportions manner and form as
she the said Elizabeth Darr shall from time to time not-
withstanding her Coverture by any Deed writing or writ-
ings duly executed by her in her in the presence of two or
more credible witnesses or by her last will and Testament
to be by her signed published and declared in the presence
of two or more such witnesses direct limit or appoint
and in default of such direction limitation and appoint-
ment and in case the said John Brown shall survive the
said Elizabeth Darr then In Trust for and so that said

445 George
trators
said John
and prop
his name
of the son
Brown a
point in
behoof of
as shall
Elizabeth
Child o
hold to
respect
then both
in defan
marriage
then In
Darr an
sister of
them sh
pective
for ever
the Neg
included
John Br
doth he
with the
cutors
followin
age the
Mattrey
future
the hie
ted recd
from the
no ways
of his D
the sepe
during
and may

George White and Peter Darr their heirs Executors Administrators and Assigns do and shall permit and suffer the said John Brown to have receive and take the use issues hire and profits only of the said premises for and during the term of his natural life, and from and immediately after the decease of the longest liver of them the said Elizabeth Darr and John Brown and in default of such direction limitation and appointment then In Trust to and for the sole use benefit and behoof of the issue Child or Children of the said intended marriage as shall or may be living at the time of the decease of the said Elizabeth Darr to be divided between and amongst such issue Child or Children if more then one share and share alike to hold to him her and them respectively and to his her and their respective heirs and Assigns for ever and if only one Child then to him or her and to his or her heirs and Assigns for ever, and in default of such issue Child or Children of the said intended marriage living at the time of the death of the said Elizabeth Darr then In Trust to and for the sole use benefit of Peter Darr, Daniel Darr and Susanna Asson wife of Thomas Asson the Brothers & sister of the said Elizabeth Darr to be divided between & amongst them share and share alike, to hold to him her and them respectively and to his her and their respective heirs and Assigns for ever and it is expressly understood that on the division the Negroe Girl named Sarah the Younger or Sally shall be included in the share of the said Susanna Asson, and the said John Brown for himself his heirs Executors and Administrators doth hereby covenant promise grant and agree to and with the said George White and Peter Darr their heirs Executors Administrators and Assigns in manner and form following that is to say, that notwithstanding the said Marriage shall take effect the said four Negroes Cattle horses, Bedd Mattresses and household and Kitchen furniture and the future issue and increase of the said Negroes and Cattle and the hire issues and profits arising therefrom shall be accounted reckoned and taken as a separate and distinct Estate from the Estate of him the said John Brown and not to be in no ways liable or subject to his controul or to the payment of his Debts, but that the same shall be employed to and for the separate use and benefit of the said Elizabeth Darr during the term of her natural life, and also that it shall and may be lawful to and for the said Elizabeth Darr his

intended

intended, wife notwithstanding her Covenant to make
 any such Deed writing or will as is herein before mentioned
 or which may be necessary for the better completion or
 fulfilling all or any of the Trusts herein before mentioned,
 And further that he the said John Brown his heirs Executors and
 Administrators shall and will from time to time and at all times here
 after upon the reasonable request and at the proper costs and charges
 of the said George White and Peter Darr their heirs Executors Administrators
 or Assigns make do and execute or cause or procure to be made done
 and executed all and every such further and other lawful and
 reasonable Act and Acts thing and things, conveyances assignments
 and assurances in the Land whatsoever necessary as well for the
 corroborating and strengthening of these presents as also for the
 further and better conveying assuring and assigning of all and
 singular the said herein before mentioned premises respectively
 unto the said George White and Peter Darr their heirs Executors
 Administrators and Assigns as by them or one of them or their
 counsel learned in the Law shall or may in that behalf be
 reasonably advised devised or required In Witness whereof
 the said parties to these presents have hereunto interchange-
 ably set their hands and seals on the day and year first above
 written Elizabeth Darr Ad John Brown Ad George White Ad
 Peter Darr Ad Signed sealed and Delivered in the presence of
 James Ballough, Eli Huggins, Recd on the day of the date
 of the within written Indenture of and from the within named
 George White and Peter Darr the sum of five shillings being
 the consideration money within mentioned to be paid to me
 Elizabeth Darr, Witness J^r Ballough, Eli Huggins
 Charleston District Christ Church Parish S^r Personally
 appeared before me James Ballough who being sworn on
 the Holy Evangelists of Almighty God, maketh oath, that he
 seen Elizabeth Darr, John Brown, George White and Peter
 Darr sign seal and execute, the within Instrument of
 writing, to and for the uses therein mentioned, sworn to
 before me this 29th day of April 1800 D. W. A. C. P. 12
 Recorded 27th May 1800

State of South Carolina

This Indenture (tripartite) made the 27th day of
 May 1800, between Benjamin Seabrook Esquire of Edisto
 Island in the State aforesaid, Planter, of the one part, and
 Margaret Jenkins relict of Isaac Jenkins Esquire deceased
 now of Charleston in the State aforesaid Widow of the

second part, and Paul Hamilton and William C. Meggett begin of the third part, Witneseth, that whereas a Marriage is shortly to be had and solemnized between the said Benjamin Seabrook and Margaret Jenkins, and whereas the said Margaret Jenkins is entitled to a certain undivided proportion of the Estate both Real and Personal of her deceased husband Isaac Jenkins aforesaid, now be it known, that for and in consideration of the said Marriage taking effect, and the sum of ten Shillings lawful Money in hand paid to the said Margaret Jenkins, by the aforesaid Paul Hamilton and William C. Meggett the receipt whereof is hereby acknowledged, the said Margaret Jenkins (with the privity and consent of the said Benjamin Seabrook which is clearly willed by his becoming a party to and signing this Indenture) doth hereby bargain sell release and confirm unto the said Paul Hamilton and William C. Meggett all her right interest and claim to the aforesaid undivided proportion of the Estate both Real and Personal of her deceased husband aforesaid, and also to all other property, of which she is otherwise at present possessed of, or entitled to in any manner whatsoever, to and for the uses and upon the conditions hereinafter expressed and defined that is to say, In Trust so that the said Margaret Jenkins shall untill the solemnization of the said Marriage, and thenceforward have hold use and enjoy the said undivided proportion of the Estate, both Real and Personal of her said deceased husband Isaac Jenkins, while it continues undivided, and after it shall be divided and particularly ascertained to her in pursuance of any future division of the said Estate of the said deceased Isaac Jenkins, and also all other property of which she is at present possessed, with the right of disposing of the same by will at her death, in as free and unrestrained a manner, as if no such Marriage had ever taken effect, but whereas the Estate of the said deceased Isaac Jenkins is not unincumbered with Debts, for which the said Margaret Jenkins is in her due legal proportion liable, it is therefore stipulated and expressly agreed upon, and made a Condition in this Indenture, that the said Benjamin Seabrook is not to be in any manner liable to the payment of the same, or any part thereof, In Witnes whereof the parties have hereunto set their hands and seals the day and year above written. Schedule an undivided proportion of the Estate both Real and Personal of the deceased Isaac Jenkins Esq. of Holists Island according to the law regulating the distribution of the Estates of Intestates, Several articles of Plate, Household

448 and Kitchen Furniture Horse and Chaise Stock of Baltimore
Benj Sealbrook (sd) Margaret Jenkins (sd) sealed sealed
and acknowledged in the presence of Dan^t Jenkins, Jos. J.
Murray, Received this 27th day of May 1800 of Daniel
Hamilton and William C. Meggett the sum of ten shillings
being the consideration Money mentioned in the above Deed
Margaret Jenkins, In presence of Dan^t Jenkins, Joseph
J. Murray, State of S. Carolina. W. Joseph J. Murray maketh
oath that he was present and saw the within named Benj^r-
Seabrook and Marg^t Jenkins sign seal and as their own act
and Deed deliver this Instrument of writing for the uses and pur-
poses therein mentioned. Jos. J. Murray Sworn to before me
28th May. 1800 J^s Bentham 24. Recorded 23rd June 1800

State of South Carolina?
Georgetown District I Know all men by these presents that
there is a Matrimonial connection intended by and between
Andrew Early and Barbara Stagers both at present residing
in Williamsburgh County in the above State and District
and whereas said Barbara Stagers is at present possessed of
Real and Personal property, and has Children by a former Marri-
age, which she wishes to provide for before her intermarriage
with the said Andrew Early in the following manner, that is to-
say, that she the said Barbara Stagers doth hereby vest all
her property that she at present owes claims and possessions
both Real and Personal in Captain Samuel Malcolmson and
James Burgess Esqrs both of Williamsburgh as Trustees to hold and
apply said property in the manner and for the purposes herein
mentioned and that said Trustees shall from and after this date
prevent said property or any part thereof from being mortgaged
demised or alienated in any form or manner whatever dur-
ing the life of said Barbara Stagers, and for the better under-
standing of this contract and Deed and the intentions and
wishes of Andrew Early and Barbara Stagers the contracting
parties, it is hereby mutually agreed to by and between said
Andrew Early and Barbara Stagers that said Samuel Mal-
comson and James Burgess shall and may give unto the said
Andrew Early and Barbara Stagers the use of the following Ne-
groes viz. Sambo. Mirick. Blackker. Hanna and Lewis dur-
ing the natural life of the said Barbara Stagers with all the
profits arising from the labour of said Negroes, and that at the
death of said Barbara Stagers, that said Negroes shall be

equally divided amongst the Children and surviving Families of said Barbara Stagers that is to say each Child and Family of a Child of said Barbara Stagers to have an equal dividend or share of the above Negroes, and it is further agreed to by and between the said Andrew Early and Barbara Stagers, that said Trustees shall give up unto Martin Stagers son of Barbara Stagers full rights in and possession of the house lot or Tenements now occupied by Barbara Stagers in the town of Williamsburgh whenever said Martin Stagers shall produce unto said Trustees a certificate of the marriage of said Martin Stagers from under the hands of a regular established minister of the Gospel, and further that all the lands now owned by said Barbara Stagers on the South side of Black River, shall be vested in William Stagers son of said Barbara, by said Trustees on the decease of said Barbara Stagers, and it is hereby further agreed to by said contracting parties that said Trustees shall as soon as convenient dispose of, to the best advantage all the lands now owned by said Barbara Stagers, in Richmond County, in this State and shall divide the monies arising from the sales of these lands, among the said Children of Barbara Stagers or their family that is to say each Child or family of a Child to have an equal dividend or share, and in order that there may be no disputes or controversies whatever about the appropriation of the above property of Barbara Stagers or any part thereof, it is ^{hereby} mutually agreed to, by and between said Contracting parties namely Andrew Early and Barbara Stagers, that neither of them can or may dispose of any property, during both their lives, without consent of the other, that is to say, that neither of them can dispose of any property that they may procure by their industry, and by the labour of the above Negroes without mutual consent of said Andrew Early and Barbara Stagers during their marriage union, and that neither of the said Andrew Early or Barbara Stagers will hereafter ever interfere with the above Trustees or prevent them or attempt to oppose them from applying the above property to the uses and purposes above mentioned, and the said Andrew Early on his part hereby renounces every claim to any part of the above specified property, that he might have had by his intermarriage with said Barbara Stagers, and the said Barbara Stagers on her part vests all the remaining property that she is possessed of that has not been already specified consisting of Cattle and Hogs and Household Furniture

in said Samuel Malcomson and James Burgess Trustees to be by them given to said Andrew Early and Barbara Stagers after their marriage for their common use and benefit liable unto the above restrictions and that at the death of said Barbara Stagers said property shall with every addition to the estate be vested in said Andrew Early in his own right, and the said contracting parties do hereby confirm every part of the foregoing deed and contract, and in testimony of our approbation of all and every part of above Covenant and Deed, we do hereby affix our hands and seals this sixth day of May in the year eighteen hundred and of the Independence of United States of America the twenty fourth Andrew Early (d/s) Barbara Stagers (d/s) signed sealed and Delivered before Samuel Malcomson Trustee for the purposes above mentioned before the solemnization of the Marriage of Andrew Early and Barbara Stagers in presence of us John Calvith, William Gamble R Hamilton Jr., State of South Carolina George Town District Personally appeared before me John M. Cleary one of the Justices assigned to keep the Peace for the said District aforesaid John Calvith and Wm Gamble who being duly sworn on the Holy Evangelists of Almighty God swear that they were present and did see Andrew Early and Barbara Stagers sign and seal within for the use and purpose within mentioned and that they saw Robert Hamilton Junr. sign his name as a witness to the same. May the 20. 1800 John M. Cleary J.C. Recorded 25. June 1800

State of South Carolina

Know all men by these presents that I Thomas Junno of the City of Charleston in the State aforesaid Merchant am held and firmly bound unto Ebenezer Coffin, Thomas Mathews and Joshua Ward the Younger all of the State aforesaid Gentlemen in Trust for Harriet Ward also of the said City and State Spinster in the full and just sum of twenty thousand Dollars to be paid to the said Ebenezer Coffin, Thomas Mathews and Joshua Ward the Younger or either of them in Trust as aforesaid their or either of their certain Attorney Executors Administrators or Assigns, To which payment well and truly to be made and done I bind myself and each and every of my heirs Executors and Administrators firmly by these presents, sealed with my seal and dated the twenty sixth day of April in the year of our Lord one thousand Eight hundred and in the twenty fourth year of American Independence, Whereas a Marriage by Gods permission is shortly

to be had and the said Harriet Ward no Thomas and a taking of the Increase Thomas their or Trustees and up after that is sufficient tendered Interest very during invest goes Increase a par contron Ward the factors prove and In subject the present husband of the said Harriet, his marriage support Junno, more the said of such and ab