

South Carolina.

This Indenture, triplicate, made the
seventeenth day of December, in the year of our Lord One Thousand eight
hundred and in the Twenty fifth year of American Independence,
Between John Champneys of Charleston in the State of South Carolina
Esquire, of the first part; Amarantha Saunders, widow of Roger Parker
Saunders, late of the State aforesaid deceased, of the second part, and
Robert James Turnbull Attorney and Barrister at Law and Sarah
Lounsbury, widow of the same City and State of the third part: Whereas
a Marriage by Gods permission, is shortly intended to be had and solemnized
between the said John Champneys and the said Amarantha Saunders;
And Whereas the said Amarantha Saunders at the time of executing
this present is seized and possessed in his own right of and in the several Negro
Slaves hereinafter mentioned and intended to be hereby bargained and sold
And Whereas the said Amarantha Saunders under and by virtue of the
last and testament of her Father Rawlins Lounsbury, late of Charleston aforesaid
Esquire deceased, is legally and equitably entitled to receive of and from
the Executors and Executrixes of the said Rawlins Lounsbury, the sum of Two
Thousand and five Hundred pounds Sterling, or thereabouts, as in and by the said
last will and testament of the said Rawlins Lounsbury, bearing date the fourteenth
day of November in the year of our Lord One Thousand seven hundred and
ninety eight, and duly proved and recorded in the Office of the Ordinary of Char-
leston aforesaid, reference being thereunto made, will more fully and at large
appear, And Whereas the said Amarantha Saunders, is also posses-
sored of, interested in, and entitled unto, a considerable other personal
estate, consisting in a Bond or Obligation hereinafter mentioned, and also
in the funded Stock of the said State called Six per cent and three fourths
Certificats, amounting in the whole to ten thousand dollars, — — — — — or
thereabouts And Whereas upon the treaty and premises to the said in-
tended Marriage, it hath been and is agreed between the said John
Champneys and the said Amarantha Saunders, that the Negro
Slaves and other property herein after mentioned shall be secured
and applied upon the trusts and to the uses intents and purposes
hereinafter signified and expressed concerning the same
Now this Indenture Witnesseth that in pursuance and in
strict performance of the said settled agreement, and in consideration
of the said intended marriage, and for divers other good and valuable
causes and considerations hereinafter especially naming the said
Amarantha Saunders by and with the knowledge, consent and

And approbation of the said John Champneys, being by his being
party to and execution of these presents, ~~He~~ granted bargain
and sold and by these presents ~~He~~ grants bargain and sell unto
the said Robert James Turnbull and Sarah Lowndes; All these the
following Negro Slaves to wit - Smart, Old Smart, Maria, Mary,
Princess, Becka, Old Simon, Nancy, Lima, Old Smart, Silvia, Dora,
Daphne, Peggy, Dorcas, Smart, Dido, Mary, Flora, Linda, Kate,
Bill and George - To have and to hold all and singular
the said Negro Slaves together with the future issue and increase of the
Females unto the said Robert James Turnbull and Sarah Lowndes
and to the Survivor of them and to the Executors Administrators and
Assigns of Such Survivor: Never the less to for and upon the several
Trusts, uses, intents and purposes herein after specified and contained
in to say, To the Use and behoof of the said Amarintha Saunders, her
Executors Administrators and Assigns until the solemnizing of the said
extended marriage and from and immediately after the solemnizing
thereof, To the Use and behoof of the said Amarintha Saunders, And
in case it should so happen that the said Amarintha Saunders should
depart this life, in the life time of her intended husband, the said John
Champneys, then ~~Whose~~ ^{Whose} ~~this~~ ^{his} ~~future~~ ^{issue} ~~shall~~ ^{shall} the said
Negro Slaves together with their future issue and increase shall be
held and conveyed by the said John Champneys his Executors,
Administrators and Assigns to his and their absolute use, and
behoof for ever ~~And this Indenture further Witness~~
~~That~~ ^{And} that in further pursuance and performance
of the said recited agreement and for the several Consider-
ations aforesaid the said Amarintha Saunders by and with
the knowledge, privacy, consent and approbation of her intended
husband, the said John Champneys, testified as aforesaid
that he bargained sold, assigned transferred and
and by these presents doth bargain sell, assign, transfer
and convey unto the said Robert James Turnbull and Sarah
Lowndes; All and every such sum and sum of money
which the said Amarintha Saunders is or which she shall
the said John Champneys shall or may in his right
therein might be entitled unto, under and by Virtue of
said Will of the said Rawlins Lowndes and all the right
interest, property, claim, and demand whatsoever
in and to the said Amarintha

Saunders, of in and to the Same and every part thereof And Also the
the Bonds or Obligation aforementioned being a Bonds or Obligation
of Joseph Byrnes, bearing date the first day of October in the year of
One One thousand Seven hundred and ninety nine, in the penal sum
of Twelve hundred pounds Sterling Money, with a condition thereunder
written, for making void the Same upon payment of the sum of ship
hundred pounds Sterling money as aforesaid, with legal interest, to
be paid Annually from the date thereof, and all interest due or to become due
and owing and all benefit and advantage whatever to be had made, or
obtained by virtue of the said Bonds or Obligation and also the right title
interest property claim and demand whatsoever in law and Equity
of the said Amarintha Saunders of in and to the Same: So have, that
to receive and take all and every the said Sum or Sums of money to which
the said Amarintha Saunders is entitled as well under the said Bonds
as by virtue of the said Bonds or obligation and hereby assigned and
intended so to be, and every part thereof, unto the said Peter
James Turnbull and Sarah Lowndes or the Survivor of them, or
the Executors, Administrators, and Assigns of such Survivor. All
which shall be upon the trusts and for the intents and purposes herein
after expressed and declared of and concerning the Same. And for
the consideration aforesaid, the said Amarintha Saunders with the
consent and approbation of the said John Champneys testified as aforesaid
and also the said John Champneys, do and each of them do hereby
designate and appoint, and in their place and stead put the said
Peter James Turnbull and Sarah Lowndes and the Survivor of them
to be the Executors Administrators and Assigns of such Survivor, their
Attorneys and Lawful Attornies and attorney for and in the name and
names of them the said John Champneys and Amarintha
Saunders, and each of them, but upon the trust herein after mentioned
and concerning the Same to ask demand Sue for and receive and
receive of and from the said Executors and Executrices of the
said Rawlins Lowndes and each of them and also from the said
Joseph Byrnes, and of and from every and every other person and
persons, that is or are or shall or may be liable to pay at all
times unless the said Sum or Sums of Money, hereby assigned
and intended so to be, and every part thereof, shall be assigned
to them or of any part thereof for and in the name and names
of them the said John Champneys and Amarintha Saunders
or each of them or in the name or names of them the said

Robert James Turnbull and Sarah Saunders, or the Survivor of them, or the
Executors, Administrators and Assigns of such Survivor to give Sign and
Execute any receipt or Receipts acquittance or acquittances, release
or releases or other effectual discharge or discharges for the same, and on
nonpayment thereof, for and in the name of names, of them the said
John Champneys and Amaritha Saunders and each of them
to bring, commence, carry on and prosecute any action or actions
suit or suits or other proceeding or proceedings whatsoever, and
generally to do, execute and perform, any other acts due matter
or thing whatsoever, relative to the receipt and recovery of the said
sum or sums of money, hereby assigned, or intended to be and
every, or any part thereof as absolutely and fully to all intents and
purposes, whatsoever as they the said John Champneys and Ama-
aritha Saunders or either of them might or could do in either
of their proper person or persons: And it is hereby agreed and de-
clared, by and between the said parties to these presents that the
said Robert James Turnbull and Sarah Saunders and the Sur-
vivor of them and the Executors Administrators & Assigns of
such Survivor, shall stand possessed of, and interested in
the said sum or sums of money, and Bonds hereby assigned
as aforesaid and the interest and annual products thereof and
every part thereof upon the several trusts, and for the several
intents and purposes herein after expressed, and declared, of and
concerning the same, that is to say; That the said John Champneys
Amaritha Saunders her Executors, Administrators and
Assigns marriage shall be had; and from and
immediately after the solemnization thereof, then that the said
Robert James Turnbull and Sarah Saunders, or the Survivor
of them, or the Executors, Administrators or Assigns, if such
Survivor, shall hold the same in trust for the said Amaritha
Saunders, and shall from time to time pay to, authorize
and empower the said John Champneys and his Assigns
to receive and take all the interest, profits and annual products
to arise, he had or made thereof and of every part thereof
that he on no account the principal for and during the
term of the natural life of him the said John Champneys,
to use for his and their own use and benefit, and from and immediately
after the decease of the said John Champneys then upon the
said trust, that they the said Robert James Turnbull

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And under every the parties hereto, under the true intent and meaning
 of them and their presents, is and are, that the said funded stock of
 the said estate consisting in six per cent and three per cent Certificates, do have passed
 and assigned, or agreed or intended to be so transferred and assigned to them
 in said Robert James Turnbull and Sarah Lowndes as aforesaid work and
 are to them to have passed, or made over, or agreed or intended to be
 also transferred or made over, to them, upon the several trusts, intents and
 purposes, expressed and declared of and concerning the same the income
 that is to say, I do hereby for the said Amariah Saunders, her Ex-
 -ecutors, Administrators and assigns, until the solemnization of the
 said intended marriage, and from and immediately after the solemn-
 ization thereof, BEEN and BEING WELL and KNOWING that they the said
 Robert James Turnbull and Sarah Lowndes, or the survivor of them, or the
 Executors, Administrators or assigns of such survivor, shall and will either
 have, or receive and suffer, and so far as they lawfully may, authorize
 and empower him the said John Champney, and his assigns, the same
 to be at his election to receive, all the interest, dividends, profits and other
 proceeds whatsoever, to be had or made, of the said six per cent and three
 per cent Stocks, so transferred to him the said Robert James Turnbull
 and Sarah Lowndes, and every part and parcel thereof the same to go
 and be, to and for the sole, separate, personal, and peculiar use, benefit
 and disposal of him the said John Champney, and his assigns, for and
 during the term of his natural life and not to be paid to the said Ama-
 -riah Saunders his intended wife, or as she shall appoint, but
 to be paid to the proper hands of the said John Champney, or to such
 other person or persons, as may by any note in writing, to be by him
 signed, shall from time to time direct or appoint, and from and im-
 -mediately after the decease of the said John Champney, BEEN
 and BEING WELL and KNOWING that they the said Robert James Turnbull
 and Sarah Lowndes, or the survivor of them or the Executors,
 Administrators or assigns of survivor, shall and do sustin and suffer
 or else sufficiently authorize and empower, the said Amariah
 Saunders, and his assigns, to have and to receive and take the said
 six per cent and three per cent Stocks and the interest, profits and
 proceeds, to arise or be had, or be made thereof, to and for her own use
 benefit and behoof for ever And, in case it should so happen that the
 said Amariah Saunders, should depart this life, during the life
 time of the said John Champney, BEEN and BEING WELL and KNOWING
 that they the said Robert James Turnbull and Sarah Lowndes

Or the Survivor
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Or the Survivor of them, or the Executor, Administrator or Assigns of such
Survivor, shall and do transfer, assign, set over and dispose of, after
the death of the said John Champneys, and not before, the said six per
cent and three per cent Stocks, and also the interest, dividends, profits and
produce to arise or be had, or made thereof, unto and amongst such
person or persons, after the death of the said John Champneys, in such
part, share, and proportions and upon such conditions and in such
manner and forms as also the said Amarantha Saunders, notwithstanding her cohesions, by any deeds in writing, or by her last
wills and Testaments in writing, to be by her duly executed in the
presence of two or more credible witnesses, shall give, direct, bequeath
or appoint the same, which said writing or wills the said Amarantha
Saunders is hereby and by the said John Champneys, her
intended husbands enabled and empowered to make, AND for
want of such gift, disposition, direction, limitation or appointment
then the same to go to and be equally divided, between Mr. Harriette
Brown, Mr. Ruth Simons and Mary Lowndes, also sisters of the
said Amarantha Saunders and their heirs, share and share
alike. Provided always and it is hereby further declared and
agreed, that it shall and may be lawful to and for the said
Robert James Turnbull and Sarah Lowndes or the survivor
of them or the Executor, Administrator or Assigns of such
Survivor at any time or times, after the solemnization of the
said intended marriage with the consent and approbation of the
said John Champneys and Amarantha Saunders or the sur-
vivor of them testified by some writing, signed by them or the
survivor of them, with his her or their own hands or hands, to bargain
sell and otherwise dispose of the said Negro Slaves herein before mentioned
with their future issue and increase, and also to loan out, or
give security by Mortgage or otherwise, to any person or persons
whosoever, such sum and sums of money to which the said Ama-
rantha Saunders is entitled, under and by virtue of her said
fether's will, and by virtue of the Bonds aforesaid and which may
be received by the said Robert James Turnbull and Sarah
Lowndes or the survivor of them or the Executor, Administrator
and Assigns of such Survivor, and also to sell the said six per cent
and other Stocks aforesaid, and in truth, all and singular the pro-
visions herein before assigned and transferred or any parts thereof
AND with such consent and approbations and testified of

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as the

apovaid, to buy out and repaid the money, to be paid by any sales
or transfers, and also such other trust monies as aforesaid, when, and as the same
shall be received, or got in, or any part thereof in the names or names of them the
said Robert James Turnbull and Sarah Lowndes, or the survivor of them
or the Executors, Administrators and Assigns of such Survivor in the pub-
lic stocks or funds or in governments, &c. and or other securities of a suf-
ficient value to be from time to time, in like manner altered, varied
sold, loaned, transferred and disposed of when and as often as occasion
shall require. And it is hereby declared and agreed, that the said Robert
James Turnbull and Sarah Lowndes, and the Survivor of them and
the Executors Administrators and Assigns of such survivor, shall
stand possessed of and interested in all such new, and other Stocks
funds and securities aforesaid, and the interest and annuities produced
thereof, and of every part thereof, upon such and the same trusts, and
for such and the same ends, intents and purposes, as are herein before
expressed and declared, of and concerning the same second premises
hereby assigned respectively; that is to say, that the proceeds or produce
of any property changed, loaned, varied, or disposed of, shall be
subject to the same trusts, and held to the same uses, intents and purposes,
as the particular property or premises, were subject to, from whence
the said proceeds shall result or be divided. In Witness
whereof the said parties to these presents, have hereunto set their
several hands and seals, at Charleston aforesaid On the day
and in the Year first herein written and set forth. John
Champneys Edw. Am. Saunders Ed. Robert J. Turnbull Ed. Sarah
Lowndes (2)

Sealed and delivered, being first duly stamped in the pre-
sence of the words Executors after the second word here and also the
words And Assigns until the said intended after the fourth word Ad-
ministrators in the first line of the second page, being cut out through
inadvertence in the indenting of this deed, and the parties con-
sidering them as replaced, William Lowndes, E. Thayer
Charles M. S. Carolina

William Lowndes made oath he
was present and saw John Champneys, Amarintha Saunders,
Robert J. Turnbull and Sarah Lowndes sign Seal
and as their act and deed deliver the foregoing instruments
of writing to and for the uses and purposes therein mentioned and
that he together with Ebenezer Thayer signed their names

as Principes to the same

Wrote before me this 12th Jan^y. 1801

Recorded 15 January 1801.

Isaac Motte Esq

J. D.

State of South Carolina

This Indenture Tri partite made the twenty sixth day of January in the year of our Lord one thousand eight hundred and one, Between Sarah Reeves Gibbs of the City of Charleston in the State aforesaid, spinster of the first part, Jonathan R. Wilmer of the State of Maryland Attorney at Law of the second part, and Lewis Gibbs (Trustee mutually chosen by the aforesaid parties for the purposes hereinafter mentioned) of the third part, - Where as a Marriage by Gods permission is shortly to be had and solemnized between the said Sarah Reeves Gibbs and the said Jonathan R. Wilmer, And whereas also the said Sarah Reeves Gibbs is in her own right entitled to and possessed of Negro Slaves hereinafter more particularly mentioned and described, and whereas it hath been agreed by and between the said Sarah Reeves Gibbs and the said Jonathan R. Wilmer (testified by his being party hereto and sealing and delivering these presents) - previously to the said intended Marriage, that the aforesaid Negro Slaves hereinafter mentioned, should by the said Sarah Reeves Gibbs be bargained sold and transferred unto the said Lewis Gibbs his Executors Administrators and Assigns to for and upon the several uses and subject to the trusts intents and purposes in such manner as is hereinafter mentioned limited expressed & declared of and concerning the same. Now therefore for the purpose of effecting the uses and intentions aforesaid, This Indenture witnesseth that the said Sarah Reeves Gibbs for in consideration of the intended Marriage and also in consideration of one Dollar to her in hand well and truly paid by the said Lewis Gibbs at or before the sealing and delivery of these presents the receipt whereof the said Sarah Reeves doth hereby acknowledge and for divers other good and valuable considerations hereunto especially moving (by and with the knowledge consent privacy and approbation of the said Jonathan R. Wilmer her said intended Husband testified by his being party hereto & sealing and delivering these presents, hath bargained & sold & by these presents doth bargain and sell and in plain & open

market deliver unto the said Lewis Gibbs his Executors Administrators and Assigns all and singular the following Negro Slaves to wit Frank Betty, Emory, Abraham, Tom, French, Dick, Kimbo, Gallo, Luby, Daphne, January, Linda, Cesar, Venus, Gallo, Kelly, Will, Cole, Luffy, Sarah, Rosina, William, Mary, James, Eliza, Morris, Helen, Hanibal, Tom, Hannah, Caroline, Lizzy, Amey, Toney, Kimbo, Hanny, Rinah, Sandy, Terah, Sennoy, Mingo, Deborah, Jack, Murriar, Old London, Sharper, Lucretia, Toney, Lizzy, Thomas, William, Eha, Sam, Jacob, Kate, Mary. (being in number fifty seven) together with the future issue and increase of the females. To have and to hold all and singular the above mentioned Negro Slaves and the future issue and increase of the females unto the said Lewis Gibbs his Executors Administrators and Assigns, subject nevertheless and to and for and upon the special trusts and confidence intents and purposes hereinafter mentioned and expressed of and concerning the same that is to say, In Trust for her the said Sarah Reeves Gibbs her Executors Administrators and Assigns until the solemnization of the said intended marriage, and from and after the solemnization thereof In Trust to permit the said Sarah Reeves Gibbs and Jonathan R. Wilmer for and during the term of their joint lives to take and receive the profit labor use and employment of the said Negro Slaves to their joint use and behoof or that the Trustee apply the rents and profits thereof in such manner and to such intents & purposes as they the said Sarah Reeves Gibbs and Jonathan R. Wilmer shall jointly direct during the said term, and from and immediately after the death of them the said Sarah Reeves Gibbs and Jonathan R. Wilmer or either of them which shall first happen, then In Trust to the survivor of them his or her Executors Administrators or Assigns absolutely for ever, and that freed and discharged of and from all further and other gifts grants uses trusts limitations and appointments whatsoever or concerning the same, or any part thereof, and it is hereby declared and agreed by and between all the said parties to these presents that in case the said Sarah Reeves Gibbs and Jonathan R. Wilmer during their joint lives, shall be desirous to have the aforesaid Negro Slaves or any of them sold and the money arising from such sale invested in any security public or private or laid out in the purchase of other Negro Slaves or any other property real or personal and shall signify such desire

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Kimbo, Henry
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Sam, Jacob.
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in writing signed in the presence of two or more credible witnesses, that
then the said Trustee his Executors Administrators or Assigns shall
accordingly sell and dispose of the said property hereby settled or
any part thereof for the best price that can be had for the same,
for the same, and the monies arising therefrom shall be invested
and laid out in the purchase of other property real or personal -
which shall be and is hereby declared to be subject to the
same uses trusts and limitations as the said property hereby
settled according to the true intent and meaning of these presents,
and lastly it is hereby agreed that the said Trustee and his Executors
Administrators or Assigns well and faithfully performing the
aforesaid trusts shall be authorized from time to time ^{and to} use
such Monies as may come into his or their hands to retain &
deduct all such costs charges and expences as he or they may
be put unto in the execution thereof, In Witness whereof the Parties
to these presents have hereunto set their hands and affixed their
seals at Charleston on the day and in the year first above-
written Lewis L. Gibbes (Sd) Son A. Wilmer (Sd) Sarah R.
Gibbes (Sd) signed sealed and delivered in the presence of
the Negroes named Mary, William, James, Eliza in the last line
of the first page being previously interlined Alex. Garden.
Charleston. Alexander Garden made oath he was present &
saw Lewis L. Gibbes, Jonathan R. Wilmer and Sarah R. Gibbes
sign seal and as their Act and Deed deliver them within Instru-
ment of writing to and for the uses and purposes therein mention-
ed and that he signed his name as a witness to the same. Sworn
to before me this 14th February 1801 Isaac Motte Deat. J. B.
Recorded 14th February 1801

State of South Carolina

This Indenture made the fifteenth day of December
in the year of our Lord one thousand eight hundred. Between
Fatherine M. Lord of the first part, Isaac Phauler of the
second part, and William Clarkson and William Clarkson
Junior of the City of Charleston and State aforesaid of the third
part, Whereas a marriage by God's permission is thereby to
be had and solemnized between the said Fatherine M. Lord
and the said Isaac Phauler, and the said Fatherine M. Lord
is entitled in her own right to the sum of two hundred pounds
Sterling now lying and being in the hands of the said
William

12 William Clarkson and William Clarkson Junior being a debt
justly due by them to her, bearing interest, and whereas the
said Katherine M. Lord and Isaac Phanler have concluded and
agreed that the same should be settled to and for the use and pur-
poses and with and under the several and respective limitations
and appointments hereinafter more particularly mentioned
set forth and declared. Now this Indenture witnesseth
that in consideration of the said Marriage to be had and
solemnized and of the said agreement, and also for and in con-
sideration of the sum of five shillings in hand paid to the said
Katherine M. Lord by the said William Clarkson and William
Clarkson Junior at or before the making and delivery of these
presents (the receipt whereof is hereby acknowledged) she the
said Katherine M. Lord, by and with the privity and consent of
the said Isaac Phanler testified by his being a party to and ex-
ecuting these presents, hath granted bargained sold deliv-
ered assigned transferred and set over and by these presents doth
grant bargain sell deliver assign transfer and set over unto
the said William Clarkson and William Clarkson Junior -
the aforesaid sum of two hundred Pounds Sterling and all
and singular other the premises herein before assigned
bargained sold and transferred, and mentioned or meant or
intended to be hereby assigned bargained sold, transferred &
set over unto the said William Clarkson and William Clark-
son Junior their Executors Administrators and Assigns -
To have and to hold the aforesaid sum of two hundred
Pounds and all and singular other the premises hereinbefore
meant or intended to be hereby assigned transferred and set
over unto the said William Clarkson and William Clarkson
Junior their Executors Administrators and Assigns. In Trust
nevertheless and to and for the several and respective uses
intents and purposes and with and under the several and
respective limitations and appointments hereinafter men-
tioned or expressed and declared of and concerning the same
that is to say, In Trust until the said Marriage shall take
effect unto the proper use and behoof of the said Katherine
M. Lord her Executors Administrators and Assigns and from
and after the solemnization of the said Marriage, In Trust
that the said William Clarkson and William Clarkson

12 William Clarkson and William Clarkson Junior being a debt
justly due by them to her, bearing interest, and whereas the
said Katherine M. Lord and Isaac Phanler have concluded and
agreed that the same should be settled to and for the use and pur-
poses and with and under the several and respective limitations
and appointments hereinafter more particularly mentioned
set forth and declared. Now this Indenture witnesseth
that in consideration of the said Marriage to be had and
solemnized and of the said agreement, and also for and in con-
sideration of the sum of five shillings in hand paid to the said
Katherine M. Lord by the said William Clarkson and William
Clarkson Junior at or before the making and delivery of these
presents (the receipt whereof is hereby acknowledged) she the
said Katherine M. Lord, by and with the privity and consent of
the said Isaac Phanler testified by his being a party to and ex-
ecuting these presents, hath granted bargained sold deliver-
ed assigned transferred and set over and by these presents doth
grant bargain sell deliver assign transfer and set over unto
the said William Clarkson and William Clarkson Junior -
the aforesaid sum of two hundred Pounds Sterling and all
and singular other the premises herein before assigned
bargained sold and transferred, and mentioned or meant or
intended to be hereby assigned bargained sold transferred &
set over unto the said William Clarkson and William Clark-
son Junior their Executors Administrators and Assigns -
To have and to hold the aforesaid sum of two hundred
Pounds and all and singular other the premises hereinbefore
meant or intended to be hereby assigned transferred and set
over unto the said William Clarkson and William Clarkson
Junior their Executors Administrators and Assigns. In Trust
nevertheless and to and for the several and respective uses
intents and purposes and with and under the several and
respective limitations and appointments hereinafter men-
tioned or expressed and declared of and concerning the same
that is to say, In Trust until the said Marriage shall take
effect unto the proper use and behoof of the said Katherine
M. Lord her Executors Administrators and Assigns and from
and after the solemnization of the said Marriage In Trust
that the said William Clarkson and William Clarkson

Junior shall lay out the annual Interest and proceeds of the
 said sum of two hundred pounds in the purchase and ac-
 quisition of such stock or other property or Estate in their
 discretion as may be most advantageous to the parties interested, &
 all and every such newly purchased and acquired stock or Estate
 shall be and remain subject to the same uses and held under the
 same trusts as the aforesaid sum of two hundred pounds is limited by
 these presents, provided also that the same shall be free from the
 controul of the said Catherine M. Lord and Isaac Chandler or either
 of them and not liable to the payment of the debts and engagements
 of the said Isaac Chandler, and In Trust that if the said Catherine
 M. Lord should die without leaving issue alive at her
 death, or if such issue should die without issue in the life-
 time of the said Isaac Chandler then the whole sum of money afo-
 said and the increased or acquired property shall go to and become
 vested in the said Isaac Chandler his Executors Administrators and
 Assigns forever, and that freed and discharged from all and every
 the aforesaid uses trusts limitations and appointments, but
 in case the said Catherine M. Lord should die before the said Isaac
 Chandler leaving issue alive of the said Marriage and in case
 such issue shall survive the said Isaac Chandler then In Trust to
 and for the use and behoof of all and every the son and sons, Daugh-
 ter and Daughters of the said Isaac Chandler on the body of his
 said wife Catherine lawfully to be begotten and the children
 of such sons and Daughters in case any of them shall be then
 dead leaving issue in equal shares and proportions, but the
 child or children of such sons and Daughters as shall then
 happen to be dead shall be entitled only to the share which his
 her or their Father or Mother would have been entitled to if
 living, equally to be divided among such child or children
 share and share alike, if there be more than one, and if but
 one then wholly to that one, But if it should so happen that
 the said Isaac Chandler should die in the lifetime of the said
 Catherine and she should survive him In Trust that
 them and from thenceforth the property hereby conveyed
 shall be forever discharged of and from all the aforesaid
 uses and trusts and the same be absolutely conveyed in the
 said Catherine her Executors Administrators Assigns forever
 and it is hereby declared and agreed by and between the parties

15 And whereas the said Mary Ashby Son is entitled under
the last Will and Testament of her said Father, to a certain
Negro Girl, whose name is Sylvia, as also to the sum of two
thousand Pounds Sterling, and one third part of the Rest &
Residue of the Personal Estate of the said Jacob Bond Son
consisting of Slaves, Stock of Cattle of every kind, Furniture &
Plantation Tools and Monies outstanding, and whereas
it has been agreed between the said Parties, that the said
Property to which the said Mary Ashby Son is entitled
under the last Will and Testament of her said Father (ex-
cepting therefrom the said sum of two thousand Pounds
and the said third part of the Stock of Cattle, Furniture, and Plantation
Tools and also any other Property Real or Personal, which may hereafter
descend or come to the said Mary Ashby Son by Decent Distribution
Devise Bequest Gift or otherwise howsoever, shall be conveyed -
transferred and secured firmly and effectually to the said Jacob Bond
Son and Thomas Lowndes their Heirs Executors Administrators
and Assigns, In Trust for the uses and purposes herein after men-
tioned and subject to the power of Revocation hereinafter expres-
sed, but by Reason of the Minority of the said Mary Ashby Son, the
same cannot at present be effected, Now therefore the
said Samuel Wagg in consideration of the said intended Mar-
riage and in performance of the said Agreement and also in
consideration of the sum of five shillings to him in hand paid by
the said Jacob Bond Son and the said Thomas Lowndes, doth hereby
for himself his Heirs Executors and Administrators as well covenant
propria and agree to and with the said Jacob Bond Son and Thomas
Lowndes their Executors Administrators and Assigns in manner
following, that is to say, that after the said Marriage shall
have taken effect, and as soon as a Division of the Estate of
the said Jacob Bond Son (Father of the said Mary Ashby Son -
party here to) shall have ascertained specifically the num-
ber and names of the Slaves, as also the sum of the said
outstanding Monies, to which the said Mary Ashby Son is
entitled under the said Last Will and Testament of her
said Father, he will bargain sell assign transfer and set
over firmly and securely to the said Jacob Bond Son & Thomas
Lowndes their Executors Administrators and Assigns, all the
said Slaves specifically as well as the said Negro Girl.

16 named Sylvia with their future Issue and Increase, and the said
sum of outstanding monies, In Trust nevertheless as to the
said Slaves and their future Issue and Increase to and for the joint
use benefit and behoof of the said Samuel Wragg and Mary-
Ashby during their joint and natural lives, and from &
after the decease of the said Samuel Wragg, should he die
before the said Mary Ashby, then In Trust to and for the use
benefit and behoof of the said Mary Ashby her Executors
Administrators and Assigns for ever, and in case the said Mary-
Ashby should die before the said Samuel Wragg, without hav-
ing any Child or Children, Grand Child or Grand Children (Issue
of the said Marriage) living at the time of her Death then In
Trust from and after the death of the said Mary Ashby, to a
moiety, or equal half part of the said Slaves and their future
Issue and Increase to and for the sole use benefit and behoof of
the said Samuel Wragg his Executors Administrators and Assigns
for ever, and as to the other moiety or equal half part of the said
Slaves, and their future Issue and Increase, to and for such use &
uses as the said Mary Ashby In notwithstanding her Cover-
ture shall by her last Will and Testament in writing duly
executed in the presence of three or more credible Witnesses direct
limit and appoint, and in default of such appointment, Then
In Trust to and for the sole use benefit and behoof of the said
Samuel Wragg his Executors Administrators and Assigns for ever
But should the said Mary Ashby die before the said
Samuel Wragg leaving any such Child or Children, Grand
Child or Grand Children living at her death then In Trust
from and after the death of the said Mary Ashby to and
for the sole use benefit and behoof of the said Samuel Wragg
during his natural life, and from and after his Death then
In Trust to and for the use benefit and behoof of such
Child or Children, Grand Child or Grand Children his her
or their Executors Administrators and Assigns for ever, if
more than one, as Tenants in Common, such Grand Children
taking between them only their Parents share, and in
case any of such Children or Grand Children should die
during the life time of the said Samuel Wragg that is to say
the time before Marriage and the age of twenty one, the
Male before the age of twenty one, and without leaving

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17 any Child or Children living at his or their death, then as to the share of such Child or Children, In Trust from and after the death of the said Samuel Wagg to and for the use benefit and behoof of the said other Child or Children Grand Child or Grand Children his her or their Executors Administrators and Assigns if more than one as Tenants in Common, the Grand Children taking between them only their Parents share, and as to the share of any such Grand Child; who alone may take the whole of a Parents share, or as to the share of any such Grand Children who together may take the whole of a Parents share. In Trust from and after the death of the said Samuel Wagg to and for the same uses as those last mentioned. But as to the share of any one or more of such Grand Children, who together with his or their Brothers and Sisters may take the whole of a Parents share, In Trust from and after the death of the said Samuel Wagg, to and for the use benefit and behoof of his her or their Brothers and Sisters, his her or their Executors Administrators and Assigns if more than one as Tenants in Common, but in case all and every of such Child or Children, Grand Child or Grand Children, should die during the life time of the said Samuel Wagg before Marriage and the age of twenty one years, then In Trust to and for the sole use and behoof of the said Samuel Wagg his Executors Administrators and Assigns for ever, and as to the said sum of outstanding Monies In Trust never theless that the said Jacob Bond Son, and Thomas Lowndes, their Executors Administrators and Assigns shall and will apply and expend the same in purchasing such Real or Personal Property or both as the said Jacob Bond Son and Thomas Lowndes their Executors Administrators and Assigns, and the said Samuel Wagg shall think most advantageous to the said Samuel Wagg and Mary Ashby Son, to be conveyed, bargained sold assigned transferred and set over firmly and lawfully by the Person or Persons so selling the same. The said Samuel Wagg also joining in such Deed or Deeds and thereby signifying this present Deed, unto the said Jacob Bond Son and Thomas Lowndes their Heirs Executors Administrators and Assigns, according to the nature of the property In Trust now on the left to and for the same uses and purposes, as those already expressed

18 of and concerning the said Maas, regard being had to the nature
of the property where it may be Real and the Estate in such
Real Property so limited to the said Samuel Wagg and Mary
Ashby Son, during their joint lives, and to the said Samuel
Wagg as Survivor during his life, being without Impeach-
ment of Waste, and the said Samuel Wagg for the considera-
tion aforesaid doth hereby for himself his Heirs Executors &
Administrators, Covenant promise grant and agree to and
with the said Jacob Bond Son and Thomas Lowndes their
Executors Administrators and Assigns in manner following
that is to say, that in case after the solemnization of the said
intended Marriage, any other Property Real or Personal should
descend or come to the said Mary Ashby Son, by descent dis-
tribution, devise, bequest, gift or otherwise (excepting how-
ever from such Real Property, any which may be pur-
chased with the said sum of two thousand Pounds Sterling)
then and in such case he the said Samuel Wagg shall and
will at the request of the said Jacob Bond Son and Thomas
Lowndes or either of them, their Executors Administrators and Assigns
convey grant bargain sell transfer assign and set over freely &
securely such Property Real or Personal unto the said Jacob Bond
Son and Thomas Lowndes, their Heirs Executors Administrators
and Assigns according to the nature of the property, In Trust
nevertheless to and for the same uses and purposes as those
already expressed of and concerning the said Maas, regard
being had to the nature of the property where it may be -
Real, and the Estate in such Real Property so limited to the
Samuel Wagg and Mary Ashby Son during their joint lives
and to the said Samuel Wagg as Survivor during his life being
without Impeachment of Waste, and where such property may
consist in Money, then In Trust to and for the same uses and pur-
poses as those already expressed of and concerning the Money to
which the said Mary Ashby Son is entitled under the last Will
and Testament of her said Father, Provided always and it
is hereby expressly declared and agreed, that every such
Deed, in this behalf executed by the said Samuel Wagg for
the purposes aforesaid, as well as every other Deed to be exe-
cuted by the said Son or Persons selling conveying and transfe-
ring any Property to the said Jacob Bond Son and Thomas

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19 boundes and trustee for the purposes aforesaid, shall contain the
power of revocation of the uses limited in the same, so that if it
should hereafter appear to the said Samuel Wagg, Jacob Bond
son and Thomas Downes to be most for the advantage of the said
Samuel Wagg and Mary Ashby son, that the whole or any part of
the property Real or Personal comprised in the same, should be
sold, and the Monies arising therefrom be expended and applied
in the purchase of other property Real or personal or both, then
and in such case it shall be lawful for the said Samuel Wagg
by his said property executed in the presence of two or more credible
Witnesses (the said Jacob Bond son and Thomas Downes their
their Executors Administrators or Assigns as the case may be join-
ing in the same and signifying such his or their consent and
approbation) to revoke and make void all and every the uses &
uses, theretofore limited of and concerning such property, and to
declare and limit any new use or uses of and concerning the
same, so as upon and at the time of making such revocation
and limiting any new use, or other use, or uses of or concerning
such property, the said Samuel Wagg by his said property
executed in the presence of two or more Credible Witnesses do
transfer a sign and set over unto the said Jacob Bond son
and Thomas Downes their Executors Administrators & Assigns
the Monies arising from the sale of the said property, In Trust
to and for the use and purpose of purchasing such
other property Real or Personal or both as the said Samuel
Wagg, Jacob Bond son and Thomas Downes their Executors
Executors Administrators and Assigns as the case may be shall
think to be most for the advantage of the said Samuel Wagg &
Mary Ashby son to be firmly and securely conveyed bargained
sold transferred assigned and set over, by the Person or Persons
so selling the same (the said Samuel Wagg joining in such Deeds
and thereby signifying his assent thereto) unto the said Jacob Bond
son and Thomas Downes their Executors Administrators &
Assigns, according to the nature of the property, In Trust
nevertheless to and for the same uses and purposes as those al-
ready expressed of and concerning the said Estates, regard being
had to the nature of the property where it may be Real, and the
estate in such Real Property is limited to the said Samuel
Wagg and Mary Ashby son during their joint lives, and to

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Miss. Rose,
Mr. Jacques -
Fanny, Peter,
Ed. Hager -
Cathy, Ed

21 Bella, Mary, Andrew, Henry, James, William, Peggy, Fanny,
 Sue, Jane, Sarah, William, John, Pompey, Maria, John, George, C.
 Cate, Emma, Lyons, Susan, William, Anthony, Pollophie, Cuffe,
 Nancy, Clarissa, Dick, Grace, Edward, Isaac, Jack, Boston, Cloc,
 Simon, Bep, Tobey, Sampson, Sonny, Isaac, Wiley, Cupid,
 Joe, Sonny, Tom, David, Maggie, Toney, Big, Phoebe, Lucinda, Sue, Cudjoe,
 Tella, Phoebe, Cuffy, Dick, Bella, Prince, Martha, Mattheam, Lucy,
 Zoacca, Tom, Molly, Dick, Phillis, Moby, Isaac, Weston, Doll,
 Abraham, Tuffy, Brutus, Frank, Fannie, Marjorie, Lippie, -
 Charlotte, Flora, Andy, Esther, Isabelle, London, Tagar,
 Bob, Bona, Toney, Jack, Philp, Giney, Eloy, Molly, Phillis,
 Meek, Lucy, Phredon, Benit, Tenny, Anthony, Tera, Charles,
 Peggy, Tanny, Judy, Sam, Rachel, Mary, Hannah, Peter, Lydia,
 Joe, Cinah, Prince, York, Leah, London, Charlotte, Beantuber,
 Amelia, Robert, Will, Jane, Billy, Nanny, Mary, John, All
 signed sealed and Delivered & John M. Magg
 in Presence of Jane Graham } The Lord
 Charles M. Magg. Miss Jane Graham made oath she was pre-
 sent and saw Mary A. Son, Samuel Magg and Thomas -
 Lowndes sign each and as their act and deed deliver the
 within Instrument of writing and for the use and purposes
 therein mentioned and that she signed her name as a witness
 to the due Execution of the same, Given before me this 28
 February 1807 Isaac Mott Doc 22 Recorded 28 Feb 1808
 State of South Carolina

This Indenture To partite made the twenty ninth day of December in the year of our Lord one thousand eight hundred and in the twenty fifth year of American Independence, Between Sarah Tucker Harris of Charleston in the State of said spinsters of the first Part, James Simon of Charleston aforesaid Esquire of the second Part, and Tucker Harris of Charleston aforesaid Physician of the third Part, Whereas Marriage by Gods permission is shortly intended to be had and solemnized between the said Sarah Tucker Harris and the said James Simon and whereas the said Sarah Tucker Harris at the time of executing these presents, is possessed of Bonds and Cash (which she hath received of her said Father) amounting to near three thousand Pound Sterling Money, and whereas upon the Treaty of and previous to the intended Marriage aforesaid

22 it hath been agreed by and between the said Sarah Tucker Harris and James Simons, that the said Bonds and Cash, should be paid assigned transferred and set over and vested in him the said Tucker Harris his Executors Administrators assigns upon the special Trusts and Confidence, and to and for the several uses, intents and purposes hereinafter mentioned, limited expressed and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said Agreement, and in consideration of the said intended Marriage, and also of one Dollar to the said Sarah Tucker Harris in hand paid, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations her therunto specially moving, she the said Sarah Tucker Harris (by and with the privy and consent of the said James Simons her intended, testified by his being a party to and executing these presents) hath paid and delivered over the said Cash, and hath granted and assigned, and by these presents doth grant and assign the said Bonds, and all and every the sum and sums of money upon them due or to become due, unto the said Tucker Harris his Executors Administrators and Assigns, upon the special Trusts and Confidence nevertheless, and to and for the several uses intents and purposes herein and hereby intended to be made limited and declared of and concerning the same, that is to say, In Trust to and for the use of the said Sarah Tucker Harris, until the solemnization of the said intended Marriage, and from and immediately after the solemnization thereof, Then in Trust that the said Tucker Harris his Executors Administrators or Assigns do and shall from time to time and at all times during the joint lives of the said James Simons and Sarah Tucker Harris his intended wife, either call in the said Monies and due upon the said Bonds, and lay out the same together with the Cash now in hand in the purchase of slaves, or stock or any other property either Real or Personal which he or they shall deem expedient or to continue the said Monies at interest, and to let out the said Cash, in such improved manner, as he or they shall deem most beneficial and also upon this further trust, that the said

13. That the said James Harris his heirs Executors and Administrators shall and do from
time to time and at all times during the joint lives of the
said James Harris and Sarah Tucker Harris his intended
Wife, pay apply and dispose of the clear yearly Interest, pro-
fits, Income and produce of the said Trust Estate, as the same
shall from time to time arise and be received in the same
way and manner, as the principal of the said Black's
is hereby authorized and intended to be disposed of. In the
intent and purpose that the said Interest, Profits In-
come and Produce, shall during the joint lives of the said
James Harris and Sarah Tucker Harris his intended Wife
be added to, consolidated with, and become a part of the
principal of the said Trust Estate, and shall afterwards be
subject to the same uses and Trusts, and that neither the
Principal of the said Trust Estate, nor the Interest, Profits
Income or produce thereof, nor any part of them nor either of
them, shall be subject or liable to the contracts, Debts or
Engagements of the said James Harris his heirs Executors
or Administrators, and from and immediately after the Death of the
said James Harris (if this said intended Wife should happen
to survive him) In Trust that the said Tucker Harris his
Executors and Administrators, shall and do from time to
time during the natural life of the said Sarah Tucker, pay
and dispose of the clear yearly Interest, Profits, Income &
Produce of the said Trust Estate, then on hand, including
both the original and acquired Capital, as the same shall
from time to time arise and be received, to the proper hands
of her the said Sarah Tucker, or otherwise do and shall
permit and suffer her to receive and take the same too
for her own sole and separate use and dispose, and from
and immediately after the Death of the said Sarah Tucker
whether she shall survive her said intended husband or
not, then In Trust to and for the use benefit behoof
of the issue of the said Sarah Tucker by her intended
husband the said James Harris, who shall be alive at
the time of the Death of the said Sarah Tucker, and who
shall live to attain the several and respective ages of
twenty one years, or Days of those ages, to hold the said
Trust Estate upon their attaining the said ages or Days

24 of Marriage to such issue if more than one, to them their heirs
Executors Administrators and Assigns for ever, as tenants in
Common and not as joint Tenants, and if but one, then to
him a her, his or her heirs Executors Administrators and
Assigns forever, freed from and without any other Trust
whatsoever, but in case the said James Simons or his intended
Wife, the said Sarah Tucker should die without issue
between them, or such issue should all die in Minority &
unmarried, in the life time of the said James Simons, or his
intended Wife, the said Sarah Tucker, then upon the
Death of either of them the said James Simons or Sarah
Tucker his Wife, without issue between them, or having
issue, such issue should all die in Minority, and un-
married in the life time of the survivor of them, then
upon this further Trust and Confidence, that he the
said Tucker Harris his Executors and Administrators do
shall permit and suffer the survivor of them the said
James Simons and Sarah Tucker his Wife as the case
may happen to have occupy possess and enjoy all &
undivided the said Estate to hold the same unto such sur-
vivor his or her Executors Administrators and Assigns fully and
absolutely for ever, acquitted and discharged of and from all
further Trust confidence limitation or appointment in
any wise. However, and it is hereby declared to be the in-
tention and meaning of all the parties to these presents, that
in case the said Tucker Harris his Executors Administrators
or Assigns should bear opinion, that it would be beneficial
to the Person or Persons interested in the said Trust Estate
that the same or any part thereof should at any time
be sold, that then & when they shall have full power
and authority to make such Sale either of the whole of any
part of the said Estate Real or Personal, at Public or Private
Sale, and to make and execute to good and sufficient
Bills of Sale or Conveyances for the same in Fee-
simple or otherwise, and to apply the Monies arising by or
from such Sale and disposition, or the proceeds for the same
to the purchase of any other property, or keep the same at
least for the purposes and sub-
jects to the said Powers as are herein before mentioned

26 Alexander doth for himself his heirs Executors and Administra-
 tors covenant promise and agree to and with the said William
 Bee and Jacob Asen and the survivor of them and the Executors
 and Administrators of such survivor by these presents, that
 notwithstanding the said intended Marriage shall take effect
 the said Negroes and the issue and increase of the female Slaves
 and the other personal Estate shall remain continue and be
 to the said William Bee and Jacob Asen their Executors -
 Administrators and Assigns for use, subject and liable to -
 the several uses trusts intents and purposes following that is
 to say, that they the said William Bee and Jacob Asen their
 Executors Administrators and Assigns shall permit and suffer
 the said William Alexander and Mary Witter to have use take
 receive and enjoy the rents issues and profits of the said Lands and
 the work labour and service of the said Negroes and other Per-
 sonal Estate for and during the term of their joint lives, and
 the life of the longest liver of them the said William Alexander
 and Mary Witter, Then to the use and behoof of such person or
 persons and for such Estate and Estates use and uses and sub-
 ject to such limitations and Conditions as she the said Mary
 Witter whether covert or discover shall by her last Will and
 Testament or any writing purporting to be her last Will and
 Testament to be duly executed by her in the presence of three
 or more credible Witnesses will direct give Limit or appoint
 the said Land Negroes and the issue and increase of the female
 Slaves and other personal Estate or any part thereof but if the
 said Mary Witter should depart this life without making or
 duly executing her last Will and Testament or any writing pur-
 porting to be her last Will and Testament in the presence of three
 or more credible Witnesses and shall leave issue of her Body law-
 fully begotten and living at the time of her death, or that of
 the longest liver of them the said William Alexander and
 Mary Witter, Then from and after the death of such survivor
 between of such Child or Children to be equally divided
 among them if more than one share and share alike as
 Tenants in Common and not as joint Tenants, Provided that
 if any Child or Children of the said intended Marriage
 shall have departed this life before such survivor -
 leaving issue lawfully begotten and living at the death -

7 of such division, such issue shall represent and be entitled
to the share of his her or their parents, to be equally divided
between them if more than one share and share alike, and
in case the said Mary Witter should depart this life with-
out leaving such issue then living, or if there should be then
any such issue and the same should afterwards die under
the age of twenty one years and without leaving issue law-
fully begotten who may survive the said the said William
Alexander and Mary Witter, or if the said Mary Witter
should depart this life without making and duly rec-
ognizing such Will or Testamentary appointment as is
above mentioned, Then to Jane Witter, Susan Witter & Mary
Witter Holmes to be equally divided between them or such
of them as shall then be living share and share alike, and
the said William Alexander and Mary Witter for themselves their
Heirs Executors and Administrators do by these presents Cove-
nant and agree to and with the said William Bee and Jacob
Axson and their Executors and Administrators, that they the said,
William Alexander and Mary Witter and their Executors and
Administrators shall and will at any time hereafter and at their
proper Costs and Charges, at the request of the said William Bee
and Jacob Axson their Executors or Administrators make do
acknowledge execute and deliver any such further or other
Deed Act matter Conveyance or Assurance for the better &
more effectually and completely carrying into effect -
the true intent and meaning of these presents, as by the said
William Bee and Jacob Axson their Executors or Administra-
tors or their Counsel learned in the Law shall be reasonably
devised advised or required, In Witness whereof the said
Parties to these presents have hereunto interchangeably
set their hand and seals on the day and in the year first
above written William Alexander (M) Mary Witter (M)
Wm Bee (M) Jacob Axson (M) sealed and delivered in the
presence of Saml E. Axson, Saml Holmes, Saml Axson
A Schedule of the Property alluded to in the above Deed
is set of land on John's Island containing eighty Acres
adjoining land of M^r Holmes and Miss Susan Witter. Five
Acres, namely, Prince, Flora, John, Cyrus, Charles and a
wench named Mary Ann off to the same in the County of Catta-

28 Charleston for Samuel E. Mason made with he was present &
 said William Alexander, Mary Witter, William Bea and Jacob
 Mason sign seal and attain bet and deed deliver the within
 Marriage Settlement to and for the uses and purposes therein
 mentioned and that he signed his name with Isaac Holmes and
 Anne Mason as witnesses thereto. Sworn before me this 21st
 March 1801 Isaac Mather Test. Recorded 21 March 1801.

State of South Carolina

This Indenture made this day of _____ in the year
 of our Lord one thousand seven hundred and ninety nine, Between
 Elizabeth White Relict of Blake Leary White of Charleston de-
 ceased of the first part, and Killman Hutchins of James Island
 Planter of the second part, and Theodore Treguant & James
 Brickell Trustless nominated and appointed by them the said
 Elizabeth White and Killman Hutchins for the Trusts Intents
 and purposes hereinafter mentioned and expressed of the third
 part, Whereas a Marriage by divine permission is shortly
 intended to be had and solemnized between the said Elizabeth
 White and Killman Hutchins, and whereas the said Elizabeth
 White is now possessed of a certain Town lot and House in the
 City of Charleston in King Street, known by the N. W. bound-
 ed on King Street aforesaid, by J. P. Moore and Tobias Cambridge
 and reaching through to, and bounding on Orange Street
 and is the place where the said Elizabeth White now
 resides, and is also possessed of several Negro Slaves
 and other personal property all of which are mentioned
 in a Schedule herunto annexed. Now this Indenture
 Witnesseth that the said Elizabeth White for and in consider-
 ation of the said intended Marriage (and by and with the con-
 sent and approbation of the said Killman Hutchins testified
 by his being party to and signing and sealing these presents), doth
 bargain sell and deliver to them the said Theodore Treguant and
 James Brickell and the survivor of them and the Executors and Ad-
 ministrators of each survivor, in their actual possession,
 the aforesaid House and lot and the appurtenances therunto
 belonging, and also all and singular the Negro Slaves and
 other personal property mentioned in the list or Schedule
 herunto annexed and the future issue and increase of such
 of the said Slaves as are females, and also all Chosen in Action

and all and singular the real and personal Estate which she the said Elizabeth White is otherwise entitled to in any way howsoever. To have and to hold all and singular the said property and the future Issue and increase of such of the Negroes as she the said Elizabeth White now has, or shall hereafter be entitled to as are females to them the said Theodore Treguant and James Brickell and the survivor of them, and the Executors and Administrators of each survivor in upon and for the uses trusts intents and purposes hereinafter after mentioned that is to say, In Trust that the said Elizabeth White shall have the full use services and disposal of all and singular the aforesaid property until her intermarriage with the said William Hatching and as soon as the said Marriage shall be consummated, then in Trust and to and for the use of the said William and Elizabeth during their joint lives but in such manner as not to be subject or liable for the present or future Incumbrances and debts of the said William Hatching and that the children which the said Elizabeth now has, be supported and maintained from the profits arising or to arise from the said Estate so far it will extend and should the said Elizabeth die before the said children then & in that case all and singular the aforesaid property both real and personal mentioned in the marriage Settlement and in the list or schedule hereunto annexed, and the future Issue and increase of such of the Slaves as are females, is to be equally and impartially divided share and share alike amongst the said William and the children which she the said Elizabeth now has, viz Elizabeth Mary Brickell wife of Doctor James Brickell, Mary Susanna White John Blake White, Sarah Clark White, Charlotte Hodgson White and James Jeremiah Brickell White, to them and their heirs and assigns forever but should the said Elizabeth be the longest lived of them the said William and Elizabeth aforesaid, then and in that case all and singular the aforesaid property both real and personal mentioned in this Marriage Settlement, and in the list or schedule hereunto annexed and also the future Issue and increase of such of the Slaves as are females, shall return to and become the absolute property of the said Elizabeth as though this Marriage Settlement had never been made, and it is hereby firmly agreed to and by and declared to be the true intention of all the Parties to these presents, that the aforesaid Theodore Treguant and James Brickell Trustees aforesaid shall

31 Charles Kelly, and his said wife as a marriage solemnly
to be had and solemnized, between the said Peter Oliver and the
said Mary Greenland upon the Contract of which Marriage
it hereby conclude and agreed by and between them the said
Peter Oliver and the said Mary Greenland, that if the said in-
tended Marriage shall take effect and be solemnized that
the Estate of the said Mary Greenland shall be settled vested,
in the said Robert M. Kelvey and John Couturier and the
Survivor of them in such manner and form, and for such uses
intents and purposes as are hereinafter limited appointed and
expressed, and to and for no other use intent or purpose what-
soever, Now this Indenture Witnesseth that for making the
said agreement effectual, in the law, and also for and in Consi-
deration of the sum of ten Shillings Sterling Money to the said
Mary Greenland in hand paid by the said Robert M. Kelvey &
John Couturier at and before the sealing and delivery of
these presents, the Receipt whereof is hereby acknowledged,
she the said Mary Greenland hath granted bargained sold
and delivered and by these presents Doth grant bargain-
sell and deliver unto the said Robert M. Kelvey and John
Couturier all those the above mentioned Negro Slaves, to wit,
Silvey, Tommy, Phloe, Harriet Nanny, Charles Kelly & Jeff
To Have and to hold the said Negro Slaves aforesaid unto
the said Robert M. Kelvey and John Couturier their Executors
Administrators and Assigns for ever, upon the several trusts
nevertheless and to and for the several uses intents and purpo-
ses hereinafter mentioned limited and declared of and con-
cerning the same that is to say in trust for the said Mary
Greenland untill the said intended Marriage shall take
effect, and from and immediately after the solemnization thereof
of them upon trust, that the same shall not in anywise be sub-
ject or liable to the debts of the said Peter Oliver her intended
Husband, but that the said Negro Slaves above mentioned
shall be remain and move to the proper benefit and
behoof of her the said Mary Greenland, and such Child or Chil-
dren being issue of her Body lawfully to be begotten, to her
and their heirs Executors Administrators and Assigns for ever,
and to and for no other intent and purpose whatsoever, any thing
herein before mentioned to the contrary thereof in anywise

32 notwithstanding, I provide & never the less and it is hereby understood and agreed upon, that the labors income and profits of the said Slaves shall and may be had used received and taken by the said Peter Oliver for the joint use benefit and behoof of the said Peter Oliver, and the said Mary Greenland during their joint lives, and that in case the said Mary Greenland shall die without leaving issue alive at the time of her death, and the said Peter Oliver shall survive her, that then and in that case, the said Negro Slaves with their increase shall go to, and be vested in the said Peter Oliver his heirs and assigns forever, In Witness where of the said parties, to these presents have interchangeably set their hands and seals the day and year above written Mary Greenland (ss) Pet. Oliver (ss) R. M. Kelvey (ss) John Couturier (ss) signed sealed and Delivered in presence of John Couturier, John Oliver, Samuel Anson, State of South Carolina, Charlestown District. Personally appeared before me John Palmer one of the Justices of the Peace, John Oliver one of the subscribing witnesses to the within deed, who being duly sworn on the Holy Evangelists saith that he saw Mary Greenland, Peter Oliver, Robert McKelvey and John Couturier sign seal and as their Act and Deed deliver within Instrument of writing for the purposes therein mentioned, and that he also saw John Couturier and Samuel Anson sign their names as witnesses to the same John Oliver, Shown before me this 24th March 1801 John Palmer J. L. Recorded 26th March 1801. State of South Carolina, Charleston

Be it remembered and made known to all those it may concern that I John Hutchinison at present Master of the Ship called the Amity in the harbor of Charleston aforesaid have concluded to enter into the Holy State of Matrimony with Miss Ann Peyton of the City and State aforesaid and whereas the said Ann Peyton is a married and possessed of both a Real Estate and Personal Property in the City and State aforesaid, I hereby declare and make known her Real and Personal Estate on property, or any Real or Personal Estate or Property that may hereafter be left or

33 bequeathed, taken by Will & otherwise, and that she the said Ann
Bayton at any time after Marriage, may sell, dispose off or be-
queath all the property she now or may hereafter possess, and
that I now agree and will hereafter sign seal and deliver and con-
firm any Deed she the said Ann Bayton or the Law requires for the
purposes before mentioned and of securing every part of her prop-
erty to be and remain at the disposal of the said Ann Bayton
and her Heirs for ever. In Witness whereof the said Hugh Hutch-
inson have hereunto set my hand and affixed my seal at Charle-
ston aforesaid this third day of October in the year of our Lord
one thousand eight hundred, and twenty fifth year of the
Independence of the United States of America. Hugh Hutchinson
Witness Geo White, by Bayton. Charleston. Henry
Bayton made oath he was present and saw Hugh Hutchinson
sign seal and as his act and Deed deliver the within Instrument of
writing to and for the uses and purposes therein mentioned and that he signed
his name as a witness thereto with George White, sworn before me this
31st March 1807 Isaac Motte Notary P. R. Recorded 31st March 1807.
South Carolina.

This Indenture made the second day of March
in the year of our Lord one thousand eight hundred and one &
in the twenty fifth year of American Independence, Between
William Clement of the City of Charleston in the State aforesaid
Esquire, Attorney at Law, of the one part, and Charles Dundas Deas of
Charleston aforesaid Merchant of the other part, Whereas the
said William Clement hath lately intermarried with Sarah the
Youngest Daughter of Morton Wilkinson late of Saint Pauls
Parish in the said State, Planter deceased, and by virtue of such Mar-
riage hath received from the Estate of her said Father, the negroes here-
inafter particularly mentioned, And whereas Edward Wilkinson
late of Saint Pauls Parish aforesaid, Planter deceased, the Brother of
the said Sarah Clement, in and by his last will and Testament duly
made and executed, bearing date the tenth day of July in the
year of our Lord one thousand eight hundred, did devise to the
said William Clement a certain Plantation or Tract of
Land hereinafter particularly mentioned and described, and
whereas in consideration thereof and of the love and affection
which the said William Clement hath for and beareth to-
wards his said wife, he is desirous of making some provision
in

for her, under such Limitations, restrictions and provisions as she shall hereinafter appoint. Now this Indenture witnesseth and know all men by these presents, that the said William and in the further consideration of the sum of one Dollar, to him in hand paid by the said Charles Dundas Deas the Trustee aforesaid the receipt whereof he doth hereby acknowledge and confess himself to be therewith well content fully satisfied and paid, hath granted bargained sold aliened remised released conveyed & confirmed, and by these presents doth grant bargain sell alien remise release convey and confirm unto the said Charles Dundas Deas and to his heirs Executors Administrators & assigns for ever, all that Tract of land situate at Wiltown & known by the name of the Island River Swamp, containing three hundred and fifty acres more or less, lying and bounding to the South West, West and North West on a Creek running from South Edisto River, to the North on lands belonging to the Estate of the said Edward Wilkinson deceased, to the East on the Road leading from the Wiltown to the Jacksonborough Road, and to the South on lands now or formerly of the Estate of James Stobo deceased, Together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining also all the following Negroe Slaves to wit, Betty Eye London, Eye, Toney, February, Daniel, Betty, Monmouth, Jean, Nancy, Solby, Sue, Molly, Miley, Pharity, Paris, Rachel, Hercules, Lukey, Pagar, Delia, Aberdeen, Dido, and Feha, To have and to hold the said Plantation or Tract of land hereditaments and premises above mentioned, and every part and parcel thereof, and also the Negroe Slaves aforesaid, together with the future issue and increase of the females, unto the said Charles Dundas Deas the Trustee aforesaid, his heirs Executors Administrators and assigns for ever, Upon the special Trust and Confidence nevertheless and to and for the several uses intents and purposes herein and hereby intended to be made limited and declared of and concerning the same, that is to say, In Trust that the said Charles Dundas Deas and his heirs Executors and Administrators shall and do from time to time during the joint lives of the said William

35 Clement and Sarah his wife, pay and dispose of the clear yearly Interest Rents Profits, Income and produce of the said Lands Negroes and premises, and of 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 she the said Sarah Clement, shall from time to time notwithstanding her Coverture, by any Note or Writing under her Hand direct and appoint, to the intent that the same may not in anywise be subject or liable to the controule Debts or engagements of her present husband the said William Clement or of any other persons or persons whomsoever, 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 Sarah Clement, or otherwise do and shall permit and suffer her to receive and take the same to and for her own sole and separate use and disposal, whose receipts alone of her own Hand shall from time to time notwithstanding her Coverture be sufficient discharges, to the person or persons who shall so pay the same, or for so much thereof as such Receipts shall be given for, and upon the death of either of them, the said William Clement and Sarah his wife then upon this further Trust and Confidence, that the said Charles Dundas Deas his Heirs Executors Administrators and Assigns, do and shall permit and suffer the survivor of them, to take and enjoy the said Lands Negroes and premises and the future Issue and Increase of the female Slaves, To hold the same unto such survivor his or her Heirs Executors Administrators and Assigns fully and absolutely for ever acquitted and discharged of and from all further Trust Confidence Limitation or appointment, in anywise howsoever and it is hereby agreed by and between the said parties to these presents, that in case the said William Clement and Sarah his wife shall be minded or willing at any time or times during their Coverture to sell and dispose of all or any part of the said Lands Negroes Slaves or other the premises, and to convert the same into Money, in such case it shall and may be lawful to and for the said Charles

36 Dundas Deas his Heirs Executors Administrators assigns
to sell dispose transfer and assign the said Lands Negroes
Slaves and other the premises and every part and parcel
thereof, to such persons or person and to and for such uses
purposes and Estates as they the said William Clement &
Sarah his wife, shall from time to time, by any writing
or writings under the hand and Seals of them the said William
Clement and Sarah his wife, attested by two or more credi-
ble witnesses direct or appoint, to always and it is hereby
agreed, that the Monies arising by or from such Sale and
disposal, or the securities for the same, shall be from time
to time settled and assured, and be for the same uses intents
and purposes, and subject to the same provisos and agree-
ments as are hereinbefore declared of and concerning the
said Lands Negro Slaves and other the premises aforesaid. In
Witness whereof the said parties to these presents have here-
unto set their Hands and Seals on the day and in the year first-
above written Wm Clement (Sd) Chas D. Deas (Sd)
Sealed & Delivered in the presence of Wm Yeardon, John B. Campbell
Received on the day and in the year first within written
of and from the within named Charles Dundas Deas the
Trustee aforesaid the sum of one Dollar in full for the
consideration Money within mentioned Wm Clement,
Witness Wm Yeardon, John B. Campbell, Personally
appeared Mr. John B. Campbell of the subscribing witnesses
to the Execution of the within Deed who being duly sworn
on the Holy Evangelists of Almighty, deposes that he
was present and saw Charles D. Deas and William Cle-
ment sign and seal the within Instrument, and that he
the said William delivered the same to for and upon the
uses and trusts therein declared. Sworn to before me this
18th April 1801 Isaac Motte Notary P. L. Recorded 18th April 1801
State of South Carolina

WILLIAMS Archibald Shaw late of All Saints Parish in
the District and State aforesaid, having Died Intestate, whereby
Ann Shaw his Widow is intitled to part of said deceased Estate
and whereas it is Intended that a Marriage shall be had
and solemnized between David Swanson of said District and
State aforesaid and the said Ann Shaw, Now this Indenture

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37. Witnesseth that for and in Consideration of said Marriage being effected as well as for the great love and affection which he the said David Swanson hath and beareth unto his said intended wife Ann Shaw doth transfer and set over unto James Wilson of same District and State aforesaid Physician, Altho that Part share Right, Title Interest, Claim or Demand whatsoever, which his said intended wife Ann Shaw now hath or may have, of in to or out of the Estate of the aforesaid Archibald Shaw deceased, that is to say, In Trust for his said intended wife Ann Shaw, so that the same or any part thereof shall not at any time be taken applied or made us of towards the extinguishment or satisfaction of any Debt Contracted or to be contracted by him the said David Swanson or to the performance of any Covenant or Agreement made or to be made by him, but that the same and every part thereof shall always and at all times remain as her sole property and Estate, and be left at her entire own disposal, to act and do therewith as she may think proper, and that she may at all times as she shall think convenient, give grant sell bequeath or otherwise convey the same, or any part thereof to her Child or Children, or any other person or persons so as to her shall seem meet, yet so as the person or persons to whom she shall think fit to convey the same or any part thereof shall not be intitled to any Interest or Property in the same, untill after her decease, and that the said David Swanson doth by these presents ratify and confirm all and every matter and thing that the said Ann Shaw his said intended wife shall do in and about the premises, and that he will at all times if occasion requires it, subscribe his name and set his Seal to any Deed of Gift, Sale or other Conveyance which she shall think fit to make and acknowledge of the whole or any part of the Estate hereby settled on her, and the said David Swanson doth further grant and agree that he will not at any time whatsoever Embezzle or waste the said Estate, the Issue or Profits thereof or apply the same to the payment or discharge of any Debt by him Contracted or to the performance of any Covenant or Agreement made or to be made by him, and that the same shall be kept together during her natural life as aforesaid. And lastly the said David Swanson doth Covenant and grant that he will

38 will at any time hereafter at the request of the said Ann Shaw
his intended wife, make do and execute any other lawful act and
acts, thing and things single and several, conveyance and convey-
ances in the Law for the better more perfect and absolute convey-
ing and insuring the aforesaid granted premises to the said Ann
Shaw his intended wife her heirs or assigns, and for the true and
faithful performance of all the other Articles, Covenants and
agreements herein before mentioned. In Witness whereof the said
David Swanson hath hereunto set his Hand and Seal this
twenty seventh day of March in the year of our Lord one thou-
sand Eight hundred and one and in the twenty fourth year of
American Independency. David Swanson ^{do} signed
sealed and Delivered in the presence of Alexander Campbell
Alex. McKenzie, South Carolina. Alexander Campbell appeared
before me and swears he saw the within named David Swanson,
sign seal and deliver the within written Instrument, and that
Alexander McKenzie and this deponent subscribed their names as
witnesses thereto, Sworn to before me this 31st day of March 1801.
Francis G. Delepeliner Jr. Recorded 27 April 1801

*Par Devant moi Guillaume Aertsen Notaire public à Charleston
y résidant, furent presents Pierre Osard, fils majeur de Pierre
Osard et Marie Imbert, ses Père et Mere, né à Moinsieur,
Département de la Gironde dans la République Française, d'une
part, Et Marie Catherine ^{Sophie} Babin, fille mineure de Pierre
Babin et de Catherine Blandin et Anger, Neuve Babin, née
à St. Marc, Département de l'Ouest dans l'isle de St.
Domingue, la dite Marie Catherine Sophie Babin assistée
de sa dite mere a ce comparante, et stipulante pour sa dite
fille, d'autre part: Les quelles parties, en presence de leurs
amis respectifs ci-apres nommés, et la dite Marie Catherine
sophie Babin, de son consenteur, et de celui de sa dite
mere, ont reconnu avoir fait et accordé entre elles les traités
et conventions de mariage qui suivent: C'est à savoir, que
le dit Pierre Osard promet prendre pour femme et légitime
Eponse, par Nom et loi de Mariage la dite Marie Catherine
sophie Babin, s'obligent les parties de faire célébrer et
solemniser leur dit mariage le plutôt que faire se pourra
et qu'il sera avisé et délibéré entre eux, leurs parents et amis.
Declare le futur Epoux que ses biens en ce pays se montent*
à

ala somme de Mille Gourdes, en ce qui compris ses droits à l'héritage de
 ses Pere et Mere, dont il ignore la valeur. Declare la future épouse
 que ses biens en ce Pays consistent en ses Hardes, Nippes, à son usage et
 divers Bijoux, les quelles ont été évalué à l'amiable, à la somme de
 quatre cents Gourdes, et en outre dans ses Droits à la succession de son
 Pere, les quels Droits il lui est, dans ce moment, impossible d'établir
 et détailler. Et en faveur du présent Mariage, la mere de la future
 Epouse declare donner au Dot à sa dite Fille, savoir, une somme de
 quatre cents gourdes comptant, que le futur Epoux reconnait avoir
 reçu, et dont il la tient quitte et chargée; Secondement le Tiers
 d'une somme de Dix huit mille Livres, argent de France, laquelle
 se trouve dans les mains de Messieurs Mayac Freres à Bordeaux, de
 laquelle elle comptera avec le dit futur Epoux aussitôt qu'elle l'aura reçu,
 ou si mieux aime elle lui fournira les titres nécessaires pour se faire
 payer de la portion cedée par le present. Seront les futurs Epoux communs
 en tous Biens, Meubles et conquets immeubles, notwithstanding toutes loix
 et coutumes contraires ala presente stipulation. Ne seront néanmoins
 les futurs Epoux tenus des Dettes et Hypotheques l'un de l'autre,
 faites et créés avant leurs Epousailles, les quelles, s'il s'en trouve,
 seront payés et acquittés par celui ou celle qui les aura créés, sans
 que les biens de l'autre en soient aucunement tenus. Le futur
 Epoux a donné la future Epouse de la somme de quatre cents gourdes
 de Douaire, prefix, une fois payée. Le survivant des futurs Epoux
 aura et prendra par preciput avant partage de la communauté, ceux
 des meubles qu'il voudra, jusqu'à la concurrence de deux cents gourdes
 suivant la prise de l'inventaire, et sans que, ou la dite somme
 en argent, à son choix. L'action pour le remploi des propres qui
 pourront être aliénés de part et d'autre, sera de nature immobilière
 et demeurera propre à celui ou celle des futurs Epoux qui aura
 droit de l'exercer et aux siens de son côté et Ligne. Durant la
 Disposition de la Communauté, si la future Epouse et ses enfans y
 renoncent, ils reprendront tous ce quelle aura apporté audit Mariage,
 avec tous ce qui pendant sa Durée lui sera revenu, tant en meubles
 qu'immeubles a quel^{que} titre que ce soit; Mais la dite future Epouse
 en cas que la renonciation soit faite par elle, reprendra, en outre son
 Douaire et son preciput, le tout, franc et quitte des Dettes de la
 communauté, encore qu'elle s'y fut obligée, ou y ait été condamnée
 dont en tout cas, la future, ^{Epouse} et ses enfans seront acquittés garantis
 et indemnisés par le dit futur Epoux ou ses représentants sur
 ses

ses biens personnels. Et voulant les futurs Epoux se donner des
marques de leur amitié, ils se sont par les présentes fait donation
mutuelle au survivant d'une douz de tous leurs biens présents
et venir de quelque nature qu'ils soient, en quelques lieux qu'ils
soient situés et à quelque somme qu'ils puissent se monter, -
pour par le survivant en faire, jouir, et disposer en toute
propriété, comme de chose à lui appartenante; sous la condition
expresse et préalable qu'il n'y ait point d'enfants ni en à -
venir du présent mariage; auquel cas le survivant aura
la jouissance pendant sa vie, à la charge par lui, de faire faire
inventaire d'abord, et de n'en alimenter aucune partie. Fait
et passé à Charleston état de la Caroline du Sud le vingt
cinquième jour d'Avril, Mil huit cent un, en présence des
Citoyens Michel Fronty et Antoine Floriot Habitants de la
dite ville, Maires et Tenours des dits Partis, les quels ont
signé avec elles, et la mere de la future Epouse, Devant moi
Notaire susdit et Soussigné. J. J. Catharine Babin (L.S.)
M^{re} Babin (L.S.) Fronty, Tenours Floriot, J^m Aertsen
Not^{re} pub: (L.S.) Recorded 27 April 1801

John James Reguin & Know all men by these presents that
to the condition of this obligation is such that
Elizabeth Throndy John James Reguin A.M. of the City of
Charleston South Carolina and in consideration of which (as Gentle-
man like) am held and firmly bound with Elizabeth Throndy
of same City Widow in a contract of Matrimony to take place
the 4th of April 1800. Further is agreed that such property be-
longing to Elizabeth Throndy shall be entirely taken disposal
withing herself fully pleased with, to dispose of, as her own pro-
perty. I do declare to lay no claim, but to what belongs or shall
belong to me the same in my favour & for our mutual consent &
satisfaction, performance of which well & truly to be made & In Wit-
ness hereof I have set my hand to these presents this fourth of April
1800 & of the Independence of America the twenty fourth of J^y Reguin M^{re}
doled & Relined in the presence of Jacob Eckhard, J. P. S. Moore, Saml Dickinson
Charleston J. P. S. Moore made oath he was present & saw J. J. Reguin sign
sealed as his Act & deed deliver the within instrument of writing to & for
the use & purpose therein mentioned & that he signed his name as a Wit-
ness to the same, I came to before me the 2^d May 1801. Isaac Mottet Not^{re} S.
Recorded 2^d May 1801.

This Indenture of three parts made the ninth Day of January in the year of our Lord one thousand eight hundred and one, Between Joseph Hargreaves of the City of Charleston in the State aforesaid Merchant of the first part, Elizabeth Blanford of the same place Widow of the second part and Williams Inglesby and Joshua Hargreaves both of the same place of the third part, Whereas James Canley lately of the County of Liberty in the State of Georgia did on the fifteenth day of August in the year of our Lord one thousand seven hundred and ninety nine make sign seal publish and declare in due form of Law, his last Will & Testament, and shortly afterwards departed this life, leaving the same of full force and efficacy in the following words to wit, -

"In the Name of God Amen, I James Canley of the County of Liberty in the State of Georgia, being infirm and much afflicted with bodily sickness, but of sound Mind and memory do make and ordain this to be my last Will and Testament in manner and form following, I'mprimis I devise and bequeath unto my beloved Wife Elizabeth Blanford Canley my Son William Canley and any other Child or Children with whom my dear aforesaid Wife may be now pregnant or which she may hereafter have lawfully begotten by me on her Body, all my Estate Real and Personal to be equally divided between them share and share alike - and in case of the death of either of my said Children, then his or her share to be equally divided among the survivor or - Survivors, or in case of my Wife's death, then her share to be equally divided between my said Children or (in case of failure of increase of Issue) to my said Son William Canley and his heirs forever or in case of the death of my said Son William before his said Mother (and in case of failure of increase of Issue by me lawfully begotten on my aforesaid Wife) that then and in that case I bequeath my whole Estate Real and Personal unto my said beloved Wife Elizabeth Blanford and her heirs forever, Provided that, first my just Debts and funeral expences be first paid as early as possible by my Executors and hereinafter named and that whatever share of my Estate (which consists of seventy Negroes at the plantation whereon I reside in the County and State aforesaid, and of a proportion to which I am entitled of certain Negroes in the State of South Carolina

42 left by my Grand Mother Elizabeth Williams before her inter-
marriage with Philip Williams of said State the Widow of
my Grand ^{Father} James Canley of my proportion under the will of
my Grand Father David Anderson, to four hundred fifty
acres of land on the forks of the Altamaha River in the
State of Georgia, called the Bull Town Trail, and of the
Plantation whereon I now reside which was purchased
by me from William Wilson, David Weldon, Roger Wilson
and others of the State and of North Carolina, and of my stock of
cattle on the said Plantation and my household Furniture &
Plantation Tools, which shall be decreed my said Wifes under
any order or decree of partition under the Courts of said State
of Georgia, shall be in lieu of all Dower which she might other-
wise claim upon my said Estate, Secondly and lastly it is
my will and desire that my said Beloved Wife Elizabeth Blan-
ford, and my trusty friend William Englesby be Executors &
Executor of this my last Will and Testament, whereby the said
Elizabeth Blanford Canley is entitled unto a part of and in-
terested in the property and estate personal and real aforesaid
in manner and upon the conditions, contingencies and limi-
tations set forth in and by virtue of the said last Will and
Testament of her said Husband, And Whereas a Marriage
is intended to be shortly had and solemnized between the said
Elizabeth Blanford Canley and the said Joseph Sargreaves
upon the Contract whereof the said Joseph Sargreaves hath
agreed, that if the same shall take effect, that then not-
withstanding the said Marriage, he the said Joseph Sargreaves,
his Executors Administrators or Assigns shall not nor will
intermeddle with or have any right title or interest either
in law or Equity in or to any part of the Rents Issues Profits
and Produce of all or any of the said Estate and Effects Real
and Personal lately of the said James Canley mentioned in
his said last Will and Testament by virtue whereof the said
Elizabeth Blanford Canley is now or hereafter may by the
death of her Son aforesaid or otherwise become entitled unto
neither shall he the said Joseph Sargreaves his Executors
Administrators or Assigns intermeddle with or have any
right title or Interest either in law or Equity of in or to the
same except as is hereinafter excepted and declared

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43 Now this Indenture witnesseth that for the making the said agreement effectual in the law, and that the estate and effects both real and personal of the said James Bantley to which the said Elizabeth Blandford Cantley now is, or hereafter may as aforesaid become entitled, shall not be subject to the payment of the debt of the said Joseph Hargreaves now or hereafter to be contracted, but that the same may be free therefrom, and accounted reckoned and taken as a separate and distinct estate and property of and from those of the said Joseph Hargreaves, and for and in consideration of one Dollar by the said William Inglesby and Joseph Hargreaves in hand at or before the sealing and delivery of these presents well and truly paid, the Receipt whereof is hereby acknowledged, she the said Elizabeth Blandford Cantley hath granted bargained sold assigned transferred released and confirmed and by these presents doth grant bargain sell assign transfer release and confirm unto the said William Inglesby and Joshua Hargreaves their heirs and assigns the Rents Issues Profits and Produce of all and any of the said Estate Effects and also the said Land and Negroes and other the Realty and Personality whatsoever mentioned or meant in the said Last Will and Testament of the said James Bantley as fully and effectually as if the said Land were here particularly described, and the Negroes named and other the said ^{Realty} ~~and Personality~~ particularly set forth which she the said Elizabeth Blandford Cantley is now or hereafter may by the death of her said Son or otherwise become entitled unto. To have and to hold the same unto the said William Inglesby and Joshua Hargreaves and their heirs and assigns to and for the several uses intents and purposes herein declared expressed limited or appointed and to and for no other use intent and purpose whatsoever namely, To the use and behoof of the said Elizabeth Blandford Cantley her heirs and assigns until the solemnization of the intended Marriage, & from and immediately after the solemnization of the said intended Marriage to the use and behoof of the said Elizabeth Blandford Cantley for and during the term of her natural life without being subject to the payment of the debt of the said Joseph Hargreaves now or hereafter to be contracted but free therefrom, and to be absolutely a separate and distinct

444 distinct Estate and property of and from those of the
said Joseph Hargreaves without impeachment of waste &
from and after the determination of that Estate to the
use and behoof of the said Joseph Hargreaves for and during
the term of his natural life without impeachment of waste, and
from and after the deaths of both of them, to the use and behoof of
his or their issue if the said Joseph Hargreaves shall be
alive at the time of the decease of both of the said Parents, and in
case of there being no such issue alive at that time, then to the
use and behoof of such person or persons as the survivor shall by
Deed or Will duly executed convey or bequeath and devise the same
to his or their Heirs and Assigns for ever Provided always and it
is the true intent and meaning hereof and of the parties hereto
and the said Elizabeth Blanford is hereby empowered and autho-
rized to sell and dispose of all or any part of the Estate of
and Effects to which she may become or is entitled as aforesaid,
and to direct the said William Inglesby and Joshua Hargreaves
their Heirs or Assigns to make and execute all necessary legal
conveyances of the same from time to time as she shall of her own
free will deem proper, and vest the proceeds thereof in other pro-
perty subject to the uses Intents and purposes herein before
declared and recited, and it is also the true intent and meaning
hereof, and of the Parties hereto that the said William Inglesby
and Joshua Hargreaves their Heirs or Assigns shall and may
from time to time reimburse satisfy and pay him and them-
selves out of any such Estate or Effects as she the said Elizabeth
Blanford is now, or hereafter may become entitled unto as
aforesaid, all such necessary and reasonable Charges, as they shall
sustain or be put to, by reason of their being made parties to these
present or transacting any thing pursuant thereto, and that
neither of them the said William Inglesby and Joshua Hargreaves
shall be in any way accountable for the act of the other touch-
ing the premises, and the said William Inglesby and Joshua
Hargreaves for themselves respectively hereby covenant and
agree to make and execute all such necessary legal Convey-
ances from time to time as she the said Elizabeth Blanford
shall direct as aforesaid for the purposes aforesaid -
In witness whereof the said parties have hereto set their
hands and seals the Day and Year first above written

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45 Names of some of the Negroes within referred to by name. Judy,
Antony, Maany, Phillis, Kate, Tany, Binaah, Sara, Elzey, Patty,
Selena, Ruby, Eleazy, Dyer, Liza, Dick, Lucy, Hannah, Abraham,
Cesar, Cesar, Flora, Silverfoot, Minda, Eve, Bob, Minda, Lib-
by, Tyner, Jack, Jenny, Bob, Byner, Libby, Libby, Mary, Dye,
Abner, Libby, Abner, Mildwire, Jane, Mary, Tom, Cuffy, Libby,
Minda, Libby, Joe, Ben, Jack, Warren, Jack, Doll, Bell, Tena,
March, Sam, Abby, Judye, Sidia, Minda, Isaac, Joana, Judy,
2 Ryner, 2 Liza, 2 Judy, 2 Cesar, 3 Minda, 2 Bob, 3 Libby, 2 Abner,
2 Libby, 2 Joe, 2 Jack, Eliza B. Bantey (d), Joseph Hargreaves
(d), William English (d), Joshua Hargreaves (d),
sealed and Delivered In the Presence of, The Subdule of some
of the names of Negroes within transferred in settlement, being
first annexed and agreed to be taken as part thereof William
Vorce, Joseph Peace, Charleston, P. William Vorce made
oath he was present and saw Eliza Bantey, Joseph Har-
greaves William English and Joshua Hargreaves 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 as a witness to the same -
sworn before me this 4th June 1801 Isaac Motte D.C.
Recorded 4th June 1801

State of South Carolina

This Indenture made the Thirty first Day of
May in the year of our Lord one thousand eight hundred and
one, Between Elizabeth Barksdale of Charleston District
in the State aforesaid Daughter of Thomas Barksdale Esquire
of Christ Church Parish of the one part, and Thomas M. Calla
Physician and Thomas Barksdale the younger Brother of Eliza-
beth Barksdale of the other part, Witnesseth that the
said Elizabeth Barksdale for and in consideration of the sum of
one Dollar Current Money of the said State to her in hand well
and truly paid by the said Thomas M. Calla and Thomas Barks-
dale Junr at and before the sealing and Delivery hereof the Receipt
whereof is hereby acknowledged, hath bargained and sold, and
by these presents doth bargain and sell unto the said Thomas
M. Calla and Thomas Barksdale Junr their Executors Ad-
ministrators and assigns, A Certain house and Lot of land in
Tradd Street near the Bay in the City of Charleston the
said

46
aforesaid purchased of the Estate of George Sommers given and
devised by the said Thomas Barksdale the Elder to his Daughter
the said Elizabeth Barksdale and to the Heirs of her Body in
and by his last will and Testament as by reference thereto may
more fully appear, also a Plantation or Tract of land in Prince
George's Parish in the State aforesaid butting and bounding on
North Santee River, known by the name of the Perry Tract
also given and devised by the said Thomas Barksdale the
Elder to his said Daughter Elizabeth to her and her Heirs
for ever in and by his said last will and Testament as by
reference thereto may more fully appear, Together with
all and singular the Gardens Orchards Fences Ways Wells
waters water Courses Easements Profits Commodities Advan-
tages Emoluments Hereditaments and Appurtenances what-
soever to the said House and Lot in Charleston and Tract of
land in Prince Georges Parish belonging or in anywise ap-
pertaining, and the reversion and reversions, remainder and
remainders thereof, and every part and parcel thereof, To-
have and to hold, the said House and Lot in Charleston
and Tract of land in Prince Georges Parish and all and
singular other the premises herein before mentioned, and
intended to be hereby bargained and sold, and every part
and parcel thereof with their and every of their Appurtenan-
ces unto the said Thomas M. Balla and Thomas Barksdale
the Younger their Executors Administrators and Assigns
from the Day next before the Day of the Date of these presents
for and during the full time and unto the full end and term
of one whole year, from thence next ensuing and fully to-
be completed and ended, Shielding and paying therefor
unto the said Elizabeth Barksdale her Executors or Admin-
istrators the Rent of one ear of Indian Corn on the last Day
of the said term, if the same shall be lawfully demanded
to the intent and purpose that the said Thomas M. Balla
and Thomas Barksdale the Younger by virtue hereof and
by force of the Statute for transferring of uses in prop-
erty may be in the actual possession of the premises here-
in before mentioned and intended to be hereby bargained
and sold, and every part and parcel thereof with their
and every of their Appurtenances, and may be hereby

47 enabled to accept and take a Grant and Release of the River
-son and Inheritance of the same to them and their heirs by
Indenture of Release intended to be made by and between
the said Elizabeth Barksdale of the one part and the said
Thomas M. Calla and Thomas Barksdale the Younger of
one other part and George Edwards Planter of the other part
and to bear Date the Day next after the Day of the Date of these
presents. Subject nevertheless to the powers and conditions in
the said Indenture of Release intended to be mentioned and
expressed. In Witnes whereof the said parties to these pre-
sents have hereunto interchangeably set their hand &
seals the day & year first above written Elizabeth Barksdale
W. Sealed & Delivered in the presence of Henry Bond, Eliza Edward
Charleston p. Miss Eliza Edward made oath she was
present and saw Elizabeth Barksdale sign seal and as
her act and deed deliver the within Instrument for signing
to and for the uses and purposes therein mentioned and that
he signed his name as a witness to the same. Sworn to
before me this 9th June 1807 Isaac Mather Doct. LL
Recorded 9th June 1807
South Carolina

V

This Indenture Tripartite made the
Twist Day of June in the Year of our Lord one thousand eight hun-
-dred and one and in the twenty fifth Year of American Inde-
pendence, Between George Edwards of the first District in the
State aforesaid Planter of the one part, Eliza Barksdale
of Charleston District in the State aforesaid Daughter of Thomas
Barksdale Esquire, late of Christ Church Parish in the State
aforesaid deceased of the second part, and Thomas Harrison M.
Calla of the City of Charleston in the State aforesaid Physician &
Thomas Barksdale the Younger Brother of the said Elizabeth Barks-
dale of the place last aforesaid of the third part, Whereas
the said Elizabeth Barksdale under and by virtue of several
Devises and bequests in the last Will and Testament of her
Father the aforesaid Thomas Barksdale deceased is seized and
possessed in her own right of sundry lands and Negroes per-
-taining to her enumerated in the said Devises and bequests
which are in the words following (viz) "I give Devise &
Bequeath unto my Daughter Elizabeth and to the heirs of

48 her Body, a House and Lot, in Trade Street near the Bay purchased of the Estate of George Summers, should she die without leaving an Heir of her Body, then to the ^{my} surviving children and their issue - I give devise and bequeath to my said Daughter Elizabeth to her and her Heirs for ever a Plantation or Tract of Land in Prince Georges Parish, but siting and bounding on North Santee River, known by the name of the Ferry Tract: Together with the following Negroes Yellow Ben, Daniel, Sandy, Richard, Will, Muriak, - Kelly, Little Mally, Little Sandy, Mulatto Tyrah, Big Hannah, Handy, Rose, Anthony, Binah, Mary, William Big Betty, Rachel, Lady" And whereas a Marriage is intended shortly to be had and solemnized between the said George Edwards and the said Elizabeth Backsdale, NOW This Indenture witnesseth that the said Elizabeth Backsdale in Consideration of the said intended Marriage and also in consideration of the sum of ten Shillings Sterling to her in hand paid paid at and before the sealing and delivery of these presents, the Receipt whereof is hereby acknowledged and by and with the knowledge privacy Consent and approbation of the said George Edwards her intended Husband testified by his being a party to and executing these presents. Heath Granted Bargained Sold, Alien'd Released and Confirmed and by these presents Doth Grant Bargain Sell alien Release and Confirm unto the said Thomas H. M. Lauder and the said Thomas Backsdale the Younger (in their actual possession now being by virtue of a Bargain and Sale to them thereof made by the said Elizabeth Backsdale, by Indenture of lease bearing date the day next before the day of the date of these presents, for one whole year, and by force of the Statutes for transferring use into possession in such case made and provided and made of force in this State) and to their Heirs and Assigns, All that the aforesaid Town lot siting on Lot of Land in Trade Street near the Bay Devised to the said Elizabeth Backsdale by her Father the aforesaid Thomas Backsdale deceased in manner and form aforesaid, And Also All that Plantation or Tract of Land in Prince Georges Parish, siting and bounding on North Santee River, known by the name of the Ferry Tract, Together with all &

49 singular her Houses, out Houses, Rights, Members, hereditaments
and Appurtenances to the same belonging or in anywise appertain-
ing, and the Reversion and Reversions, Remainder and Remainders
Rights, Issues and Profits thereof, and also all Estate Right Title Trust
Inheritance claim and Demand whatsoever, both in Law and Equity
of her the said Elizabeth Barksdale or of any other person or persons
in Trust for her of in to or out of the same and every part and
parcel thereof, To have and to hold the said Town Lot and
the said Tract of Land with their and every of their appurtenances
aforesaid unto the said Thomas H. McCalla and the said Thomas
Barksdale the Younger their heirs and Assigns to and for and upon
the several uses Trusts intents and purposes and subject to the
several Provisoes Powers limitations and Agreements herein
after mentioned limited expressed and declared of and concern-
ing the same. And This Indenture further witnesseth
that the said Elizabeth Barksdale (for the consideration aforesaid
and with the like knowledge privacy consent and appro-
bation of the said George Edwards aforesaid) hath granted
bargained sold and delivered and by these presents doth
grant bargain sell and deliver unto the said Thomas H. McCalla
and Thomas Barksdale the Younger and their Executors
Administrators and Assigns All those the aforesaid Negroes,
Viz. Yellow Bess, Daniel, Sandy, Richard, Will, Murrish, Melly,
Little Wally, Little Sandy, Multattoe Tyra, Big Hannah, Handy
Rose, Anthony, Aminah, Mary, William Big Liberty, Rachel & Lady,
in all twenty (20) with the future Issue and Increase of the
Females, To have and to hold all and every of the said Negroes
together with the future Issue and Increase of the Females unto
the said Thomas H. McCalla and Thomas Barksdale the Younger
and their Executors Administrators and Assigns for ever
to for and upon the several uses Trusts intents and purposes
and subject to the several Provisoes Powers limitations and
Agreements hereinafter mentioned limited expressed and de-
clared of and concerning the same, that is to say, as to for and con-
cerning the said Town Lot Piece or Parcel of Land, the said Tract
of Land or Plantation, the said Negroes and all and singular
other the premises hereby conveyed or intended to be conveyed
to the use and behoof of the said Elizabeth Barksdale her
heirs Executors Administrators and Assigns until the

50 solemnization of the said intended Marriage, and from and immediately after the solemnization thereof, to the use & behoof of the said Elizabeth Barksdale and the said George Edwards, her intended husband, for and during and until the full end and term of their joint lives, and from and immediately after the natural death or demise of either of them, the said George Edwards and the said Elizabeth Barksdale to the use and behoof of such survivor until the full end and term of his or her natural life and from and immediately after the natural death or demise of such survivor, to the use and behoof of such child or children of the said George Edwards lawfully begotten on the body of the said Elizabeth Barksdale as shall be living at the natural death or demise of such survivor, and to the Heirs Executors Administrators and Assigns of such child or children for ever, and on failure of such issue of the bodies of the said George Edwards and Elizabeth Barksdale procreated as aforesaid, living at the natural death or demise of the survivor, then and in that case, to the use and behoof of such survivor his or her Heirs Executors Administrators and Assigns for ever, it to and for and upon no other trust intent or purpose whatsoever. Provided always and it is hereby expressly agreed and declared by and between all and every the Parties to these Presents, that it shall and may be lawful to and for the said Trustees, the said Thomas Hill, Lalla & Thomas Barksdale, the younger and the survivor of them and the Heirs Executors Administrators and Assigns of such survivor by and with the Consent and Approbation and at the request of the said George Edwards and the said Elizabeth Barksdale or the survivor of them, but not otherwise, such Consent and approbation, to be testified in writing under their Hands and Seals or under the Hand and Seal of the survivor at any time to sell and dispose of all and singular the lands and Regraves aforesaid and all and singular other the premises hereby conveyed and settled or meant or intended to be hereby conveyed and settled. And Provided also that the proceeds thereof and any part thereof be vested in such other property or Interest as the said George Edwards and the said -